National Highways Authority of India
(Ministry of Road Transport & Highways)
Government of India

FOUR LANING OF GOMATI CHAURAH -
UDAIPUR SECTION OF NH-8 (FROM KM 177/000 TO
KM 260/100) IN THE STATE OF RAJASTHAN UNDER
NHDP PHASE IV ON DESIGN, BUILD, FINANCE,
OPERATE AND TRANSFER (TOLL) BASIS

CONCESSION AGREEMENT

between

National Highways Authority of India
G - 5&6, Sector – 10, Dwarka, New Delhi – 110 075

and

Shreenathji-Udaipur Tollway Private Limited
"Sadbhav House" Opp Law Garden Police Chowki, Ellisbridge,
Ahmedabad – 380006, Gujarat, India

VOLUME – II
(ANNEXURES)

April, 2012
## Volume – II: Annexure

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To

As per list

Sub: Four Laning of Gomati ka Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (toll) basis – Shortlisting of applicants.

Sir,

With reference to RFQ Applications received up to 01.09.2011 and clarifications received, NHAI hereby announce the list of pre-qualified Applicants for subject project as given below in accordance with clause 1.2.1 of RFQ:

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<td>C&amp;C Projects Ltd.</td>
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<td>Simplex infrastructure limited</td>
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<td>GMR Infrastructure Ltd.</td>
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<td>NCC Infrastructure Holdings Ltd.</td>
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<td>IL &amp;FS Transportation Networks Ltd.</td>
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<td>Sadbhav Engineering Ltd.</td>
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2. The above short listed Applicants are required to ensure continuing compliance to the provisions of clause 2.2.1 and 2.2.11 of RFQ. Please note that the provisions of the RFQ shall apply mutatis-mutandis to this announcement regarding short listing.

3. The above pre-qualified bidders are now eligible for participation in the second stage of the bidding ("the Bid Stage"). The bids will be received on e-tendering mode. The bidders are requested to download the tender documents from e-tender portal of NHAI. Detailed tender documents may be downloaded from e-tender portal of NHAI www.nhai.org from 20.1.2012 to 5.3.2012 (1700 Hrs) and tender may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-tendering system is also available on e-tender portal of NHAI. The date of submission of bids is 6.3.2012 upto 1100 hrs. To participate in bidding process bidders have to pay Rs.2,00,000/- (Rupees Two Lakhs only) towards fee for RFP documents (non-refundable) in the form of Demand Draft issued from a scheduled Bank in India in favour of "National Highways Authority of India" payable at New Delhi and Rs. 13,236/- (Thirteen Thousand Two Hundred and Thirty Six only) inclusive of all taxes towards Tender Processing fee (Non-Refundable) through e-payment gateway of Punjab National Bank using Credit Card/Debit Card – Master Card and Visa card only - on e-tender portal www.tenderwizard.com/NHAJ. For any further information please contact at the address given below:

(L.P. Padhy)
General Manager (Raj)
National Highways Authority of India
G 5&6, Sector-10, Dwarka, New Delhi- 110075
Ph.: +91 11 25074100 (Extn. 1412)
Fax: +91 11 25074100 (Extn. 2457)
Email: LnPadhv@nhai.org

Yours faithfully,

(L.P. Padhy)
General Manager (Raj)
1. Accessing/Purchasing of bid documents

a. It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of the person who will sign the bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link http://www.cea.gov.in) to participate in e-tendering of NHAI.

b. To participate in the e-Bid submission, it is mandatory for the bidders to get registered their firm/Consortium (As qualified in the RFQ stage for the project) with e-tendering portal http://www.nhai.org/ to have user ID and password which has to be obtained by submitting an annual registration charges of INR 2,206/- (inclusive of all taxes to M/s ITI Ltd. in the form of Demand Draft issued from a scheduled bank in India in favor of "M/s ITI Ltd." Payable at New Delhi. The bidder can now pay Registration Charges and Tender Processing Fees through e-payment gateway of Punjab National Bank using Credit Card/Debit Card - Master Card and Visa only. Validity of online registration is 1 year. Henceforth, there will be no need for physical submission of Demand Draft for the same.

c. The complete Bid Document can be Viewed/downloaded from NHAI e-tendering portal free of cost (http://www.nhai.org/)

d. Detailed tender document can be viewed from e-tender portal of NHAI http://www.nhai.org/ from 20/1/2012 to 5.03.2012.

e. To participate for bidding, bidders have to pay Rs 2,00,000/- (Rs. Two Lakh only) towards fee for RFP document (non-refundable) in the form of Demand Draft issued from a scheduled bank in India in favor of "National Highways Authority of India" payable at New Delhi and is 13,236/- (Thirteen Thousand Two Hundred and Thirty Six Only) inclusive of all Taxes towards Tender Processing fee (Non-Refundable) through e-payment gateway of Punjab National Bank using Credit Card/Debit Card - Master Card and Visa card only - on e-tender portal www.tenderwizard.com/NHAI.

f. Detailed tender document can be downloaded from e-tender portal of NHAI http://www.nhai.org/ from 20/1/2012 to 5.03.2012. Following may be noted

a) Registration should be valid up to the date of submission of bid.

b) Bids can be submitted only during the validity of their registration.

c) The amendments/clarifications to the bid document, if any, will be hosted on the NHAI website.

d) If the firm/consortium (As qualified in RFQ stage for the Project) is already registered with e-tendering portal of NHAI and validity of registration is not expired the firm/consortium is not required for fresh registration.
2. Preparation & Submission of bids:

a. Detailed tender documents may be downloaded from e-tender portal of NHAI at http://www.nhal.org/ from 20/1/2012 to 5.03.2012 and tender may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-tendering system is also available on e-tender portal of NHAI.

b. The following documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Bid. These documents shall also be submitted in "ORIGINAL" to NHAI before the prescribed date & time for submission of Bids:

i. Bid Security Rs9.15 crore (Rupees Nine Crores fifteen lakhs only) in the format at Appendix-II;

ii. Cost of tender Document of Rs 2,00,000/- (Rupees Two lakhs only) in the form of DD in favor of NHAI, payable at New Delhi;

iii. Tender Processing fee of Rs 13,236/- (Rupees Thirteen Thousand Two Hundred and Thirty Six only) inclusive of all Taxes through e-payment gateway of Punjab National Bank using Credit Card/Debit Card – Master Card and Visa card only – on e-tender portal www.tenderwizard.com/NHAI;

iv. Power of Attorney for signing of Bid in the format at Appendix-III;

v. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;

vi. An Undertaking from the person having PoA referred to in Sub. Cl (iv) above that they agree and abide by the Bid Documents uploaded by NHAI and amendments uploaded if any.

c. The bid (Price Bid) should be submitted online only in the prescribed format given in the website. No other mode of submission is accepted.

d. Appendix-I of the Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. No hard copy of Appendix-I is required to be submitted.

e. It may also be noted that scan copies can be prepared in different file format (PDF, JPEG).

f. It may also be noted that bidders can upload a single file of size of 5 MB only but you can upload multiple files.

The Documents as specified in para 2 (b) above shall be placed in a sealed envelope. The envelope should bear the following identifications: "Enclosure to Bid for Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV - in Design, Build, Finance, Operate and Transfer (Toll) Basis" and addressed to:

Mr. P. Padhy
General Manager (Raj.)
G-5 & 6, Sector 10, Dwarka,
3. Modification/ Substitution/ Withdrawal of Bids:
   a. The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date of 6.03.2012 (upto 1100 hrs). No bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
   b. Any alteration/ modification in the Bid or additional Information supplied subsequently to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
   c. For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload/resubmit digitally signed modified bid.
   d. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
   e. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

   a. Opening and evaluation of bids will be done through online process.
   b. The Authority shall open all on-line received Bids at 1130 hours on the Bid Due Date, in the presence of the Bidders who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with provisions set out.
   c. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RfP.
   d. "Financial Bid" of non-responsive bidders shall not be opened.
   e. The bid shall be opened of those bidders only who submit originals as mentioned in Para 2(b) of e-tendering procedure. The bid submitted on-line shall not be opened and shall be declared non-responsive, if original are not submitted as mentioned in Para 2(b) of e-tendering procedure. Further action will be initiated against such non responsive bids as per Cl 2.20.7 of RFP.
Request For Proposal

National Highways Authority of India
G-5&6, Sector 10, Dwarka, New Delhi 110 075

LETTER OF INVITATION

Dated: ...........

To,


Subject: RFP for Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the above-said project (the “RFQ”), you were short listed as a Bidder, and asked vide our letter dated ............ to remit the fee for RFP document (the “RFP”) within a week. We acknowledge your remittance of Rs. 2,00,000 (Rs. Two Lakhs Only) as the cost of procuring the RFP documents, which are enclosed.

You are requested to participate in the Bid Stage and submit your financial proposal (the “Bid”) for the aforesaid project in accordance with the RFP.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(L. P. Padhy)
General Manager (Raj.)
National Highways Authority of India
G-5&6, Sector 10, Dwarka
New Delhi 110 075

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Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis
Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bid) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the

Four Laning of Goramai Chaoraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis
Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
GLOSSARY

Authority
Associate
Bank Guarantee
Bid(s)
Bidders
Bidding Documents
Bid Due Date
Bidding Process
Bid Security
Bid Stage
Concession
Concession Agreement
Concessionaire
Conflict of Interest
Damages
DBFOT
Demand Draft
Estimated Project Cost
Feasibility Report
Government
Grant
Highest Bidder
LOA
Member
PPP
Premium
Project
Re. or Rs. or INR
RFP or Request for Proposals
RFQ
Selected Bidder

As defined in Clause 1.1.1
As defined in Clause 2.1.14
As defined in Clause 2.20.1
As defined in Clause 1.2.2
As defined in Clause 1.2.2
As defined in Clause 1.1.7
As defined in Clause 1.1.7
As defined in Clause 1.2.1
As defined in Clause 1.2.4
As defined in Clause 1.2.1
As defined in Clause 1.1.5
As defined in Clause 1.1.2
As defined in Clause 1.1.2
As defined in Clause 2.1.14
As defined in Clause 2.1.14
As defined in Clause 2.20.1
As defined in Clause 1.1.1
As defined in Clause 2.1.1
As defined in Clause 2.1.1
As defined in Clause 1.1.1
As defined in Clause 2.20.1
As defined in Clause 1.1.1
As defined in Clause 1.2.2
As defined in Clause 1.2.2
As defined in Clause 1.2.7
As defined in Clause 3.3.5
Member of a Consortium
Public Private Partnership
As defined in Clause 1.2.6
As defined in Clause 1.1.1
Indian Rupee
As defined in the Disclaimer
As defined in Clause 2.1.2
As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.
Invitation for Proposal

Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 117/600 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.
1. INTRODUCTION

1.1 Background

1.1.1 The National Highways Authority of India (the "Authority") is engaged in the development of highways and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of the "Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis" Project (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

<table>
<thead>
<tr>
<th>Name of the Highway</th>
<th>Length (in Kms)</th>
<th>Estimated Project Cost (in Rs. Cr.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis</td>
<td>79.310</td>
<td>914.50</td>
</tr>
</tbody>
</table>

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include rehabilitation, upgradation and widening of the existing carriageway to four-lane standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. and the operation and maintenance thereof.

1.1.4 The estimated cost of the Project (the "Estimated Project Cost") has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the "Concession").

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of services and
obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.1.8 A Bidder shall not be eligible for bidding if,

(a) For projects with TPC less than Rs. 3000 crore, as on Bid Due Date, the Bidder, its Member or any Associate, either by itself or as member of a Consortium has been declared by the Authority as the Selected Bidder for undertaking 3 (three) such projects and the bidder is yet to achieve Financial Closure.

(b) For projects with TPC in excess or equal to Rs. 3000 crore, a bidder shall not be eligible for bidding if, as on Bid Due Date, the Bidder, its Member or any Associate, either by itself or as member of a Consortium has been declared by the Authority as the Selected Bidder for undertaking 2 (two) such projects and the bidder is yet to achieve Financial Closure.

Subject, however, to the provision that total number of projects under (a) & (b) above for which the bidder is yet to achieve financial closure shall not exceed 3 (three).

A Bidder shall be considered as a Selected Bidder for the projects of NHAI, where the Letter of Awards (LOA) has been issued.

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The first stage (the “Qualification Stage”) of the process involved pre-qualification of interested parties/Consortia in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Authority short-listed Applicants who are eligible for participation in this second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposals. GOI has issued guidelines (see Appendix-V of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors,
The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the Authority/consultants of the Authority (the "Feasibility Report") is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

A Bidder is required to deposit, along with its Bid, a bid security of Rs. 9,15 Crores (Rupees Nine Crores and Fifteen Lakhs Only) (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

Bids are invited for the Project on the basis of the lowest financial Grant (the "Grant") required by a Bidder for implementing the Project. A Bidder may, instead of seeking a Grant, offer to pay a premium in the form of revenue share and/or upfront payment, as the case may be, (the "Premium") to the Authority for award of the Concession. The concession period is pre-determined, as indicated in the Concession Agreement. The Grant/Premium amount shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Premium, and in the event that no Bidder offers a Premium, then to the Bidder quoting the lowest Grant.

In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest Premium, and where no Bidder is offering a Premium, the Bidder quoting the lowest Grant.

Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
1.2.8 The Concessionaire shall be entitled to levy and charge a pre-determined user fee from users of the Project.

1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.5 below. The envelopes/communication shall clearly bear the following identification/title:

"Queries/Request for Additional Information: RFP for Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of RFP</td>
<td>20.1.2012</td>
</tr>
<tr>
<td>Last date for receiving queries</td>
<td>9.2.2012</td>
</tr>
<tr>
<td>Pre-Bid meeting</td>
<td>14.2.2012</td>
</tr>
<tr>
<td>Authority response to queries latest by</td>
<td>21.2.2012</td>
</tr>
<tr>
<td>Bid Due Date</td>
<td>6.3.2012</td>
</tr>
<tr>
<td>Opening of Bids</td>
<td>On Bid Due Date</td>
</tr>
<tr>
<td>Letter of Award (LOA)</td>
<td>Within 30 days of Bid Due Date</td>
</tr>
<tr>
<td>Validity of Bids</td>
<td>120 days of Bid Due Date</td>
</tr>
<tr>
<td>Signing of Concession Agreement</td>
<td>Within 30 days of award of LOA</td>
</tr>
</tbody>
</table>
2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the "RFQ") shall have the meaning assigned thereto in the RFQ.

2.1.3 The Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Bid should be furnished in the format at Appendix-I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The Bid shall consist of a Grant or a Premium, as the case may be, to be quoted by the Bidder. Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.1.7 The Bidder shall deposit a Bid Security of Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lakhs Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.

2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily...
rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.

2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.

2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.13 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.14 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration, of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof for any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder, its Member or Associate, is not more than 25% (twenty five per cent) of the subscribed

4 in case of a Consortium, the Members thereof should submit a Power of Attorney in favour of the Lead Member as per the format at Appendix-IV. The Lead Member should submit a Power of Attorney as per the format at Appendix-III authorising the signatory of the Application. Members of the Consortium need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.
and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other or

(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be deemed to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a
company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFQ for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.18 (a) The Bidder, in case it does not have the O&M experience specified in Clause 2.2.3 of the RFQ, by submitting its Bid, shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an operation & maintenance (O&M) agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable to termination.

2.2 Change in composition of the Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

(a) the Lead Member continues to be the Lead Member of the Consortium;

(b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

(c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant Member/ Associate of any other Consortium bidding for this...
2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3 The modified/reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the project site.

Four Laneing of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis
ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;
(b) received all relevant information requested from the Authority;
(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire; 
(f) acknowledged that it does not have a Conflict of Interest; and
(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

(i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous
Appendices

I. Letter comprising the Bid
II. Bank Guarantee for Bid Security
III. Power of Attorney for signing of Bid
IV. Power of Attorney for Lead Member of Consortium
V. Guidelines of the Department of Disinvestment

2.7.2 The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.1.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.
C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as “BID”.

2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:

(a) Bid Security in the format at Appendix-II;

(b) Power of Attorney for signing of Bid in the format at Appendix-III;

(c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV; and

(d) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinafore.

2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for the Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5 Each of the envelopes shall be addressed to:

Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project
2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 1100 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

2.14.1 The Bid shall be furnished in the format at Appendix-I and shall consist of a Grant or Premium, as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Grant or Premium, as the case may be, required by him or offered by him, as the case may be, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2 Generally, the Project will be awarded to the Highest Bidder.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
2.14.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15 Modifications/Substitution/Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.
2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinafter in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the National Highways Authority of India and payable at New Delhi (the “Demand Draft”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidders. Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

(a) If a Bidder submits a non-responsive Bid:

Subject however that in the event of encashment of bid security occurring due to operation of para 2.20.7 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the bid security.

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidders(s) and the Authority;

(d) In the case of Selected Bidder, if it fails within the specified time limit:

(i) to sign and return the duplicate copy of LOA;

(ii) to sign the Concession Agreement; or

(iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or

(e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

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3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

(a) it is received as per the format at Appendix-I;

(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;

(c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;

(d) it is accompanied by the Bid Security as specified in Clause 2.1.7;

(e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;

(f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, the Bidder whose Bid is adjudged as responsive in terms of Clause 2.16.1 and who quotes the highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority shall be declared as the selected Bidder (the "Selected Bidder").
it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that two or more Bidders quote the same amount of Premium or Grant, as the case may be (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or its employees/representatives on matters related to the Bids under consideration.
4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
5. **PRE-BID CONFERENCE**

5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) the Bidding Documents;

(b) the RFQ.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.
APPENDICES
APPENDIX-I

LETTER COMPRISING THE BID

(Refer Clauses 2.1.5 and 2.14)

Dated:

Mr. L. P. Padhy
General Manager (Raj.)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075

Sub: Bid for Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project.

Dear Sir,

With reference to your RFP document dated ***, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective original.

3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. I/We shall make available to the Authority any additional information i may find necessary or require to supplement or authenticate the Bid.

5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to each Applicant.

If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.
7. I/We declare that:

(a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I/We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

9. I/We believe that we/our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

10. I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of any other Consortium submitting a Bid for the Project.

11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/We further certify that no investigation by a regulatory authority is pending either
against us or against our Associates or against our CEO or any of our directors/managers/employees.

14. I/we further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 64/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

15. I/we undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/we acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

17. I/we acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/we understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.

19. I/we hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/we have studied all the Bidding Documents carefully and also surveyed the Project highway and the traffic We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

Four Lane of Gomati Chauraha - Udaipur section of NH 8 (from KM 177/000 to KM 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis
22. I/We offer a Bid Security of Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lakhs Only) to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.

25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.

26. The Premium /Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

28. [We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.]

29. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. The EPC contractor(s) who would be executing the EPC works of the Project are . . . . and it is confirmed that these contractors meet the minimum criterion set out in the RFQ for this project.

It is irrevocably agreed that the value of any contract for EPC works awarded shall not be less than 20% of the TPC or Rs. 500 Cr. whichever is less.

It is also agreed that any change in the name(s) of EPC contractor(s) would be with prior consent of NHAI. We agree that NHAI shall grant such permission only and only if the substitute proposed is of the required technical capability as applicable.

31. I/We hereby submit our Bid and offer a Premium in the form Rs. (in words) out of the gross revenues of the Project as share of the Authority/ require a Grant of Rs. (Rupees only) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.
Yours faithfully

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidders/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.
APPENDIX-II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector – 10, Dwarka, New Delhi – 110 075, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ...........................................................(a company registered under the Companies Act, 1956) and having its registered office at ...........................................................(and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project on DBFOT basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ....................................... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at .............................................................. and one of its branches at .............................................................. (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lakhs Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with any or all of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lakhs Only).

Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lakhs Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by ...................................... Bank

By the hand of Mr./Ms. ............................... its .............................. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX-IV

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the National Highways Authority of India (the "Authority") has invited bids from pre-qualified and short-listed parties for the Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project (the "Project").

Whereas, ........................................ and .................................. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ........................................ having our registered office at ................., M/s. ........................................ having our registered office at ................., and M/s. ........................................ having our registered office at ................., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ................., having its registered office at ................., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession Contract during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit in formation/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ............... DAY OF ................. 20.......

For .................................. (Signature, Name & Title)

For .................................. (Signature, Name & Title)

For .................................. (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1. 

2. 

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
APPENDIX-V

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No.642001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi
Dated 13\textsuperscript{th} July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment.

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc, used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge sheet by an agency of the Government\textregistered; conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/-

(A.K. Tewari)

Under Secretary to the Government of India
Sub: Four Lanning of Gomati ka Chauraha – Udaipur section of NH-8 (from Km 177100 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (toll) basis – Amendment to prequalification.

Ref.: (i) RFQ received on 01.09.2011  
(ii) This office letter dated 18.01.2012

Sir,

Kindly refer letter under reference (ii), thereby declaring the list of 39 pre-qualified applicants out of a total of 40 applications received. NHAI hereby amend the said list as under:-

(i) The name of the shortlisted bidder at S. No. 22 of pre-qualified applicants shall be read as “Indus Concessions India Pvt. Ltd.” in place of “Isolux Corsan Concessions India Pvt. Ltd.”

2. All other terms and conditions remain the same.

Yours faithfully,

(L.P. Padhy)  
General Manager (Raj)

Encl: Copy of letter dated 18.1.2012
Addendum to Schedule
ADDENDUM – I

Appendix – II of RFP (i.e. Bank Guarantee for Bid Security):

The following shall be para is added at the end of serial no. 13 of the Appendix – II of RFP:

Notwithstanding anything contained hereinabove,

i. Our liability under the Bank Guarantee shall not exceed Rs.--------------- Crores (in words),

ii. The Bank Guarantee shall be valid upto (date),

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before----------------.
Addendum 02

At the end of the Sr No. 37 in the table related to "A. Reconstruction Scheme for Existing Culverts" of Appendix BXIII, the following shall be added.

**A. Reconstruction Scheme for Existing Culverts**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Existing Ch. km</th>
<th>Design Ch. Km</th>
<th>Type of Structures</th>
<th>Span Arrangement</th>
<th>Proposed Total Width m *</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Existing</td>
<td>Proposed</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No.</td>
<td>Vent width m</td>
<td>No.</td>
</tr>
<tr>
<td>38</td>
<td>194/800</td>
<td>194+020</td>
<td>Burried Pipe</td>
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</tr>
<tr>
<td>39</td>
<td>194/950</td>
<td>194+170</td>
<td>Burried Slab</td>
<td>-</td>
<td>1 x 1.20</td>
</tr>
<tr>
<td>40</td>
<td>199/700</td>
<td>198+751</td>
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<td>1 x 1.20</td>
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<tr>
<td>41</td>
<td>206/600</td>
<td>205+732</td>
<td>Burried Pipe</td>
<td>-</td>
<td>1 x 1.20</td>
</tr>
<tr>
<td>42</td>
<td>213/990</td>
<td>213+117</td>
<td>Burried Pipe</td>
<td>-</td>
<td>1 x 1.20</td>
</tr>
<tr>
<td>43</td>
<td>220/339</td>
<td>219+463</td>
<td>Slab</td>
<td>2 x 2.95</td>
<td>1 x 5.90</td>
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<tr>
<td>44</td>
<td>223/400</td>
<td>222+688</td>
<td>Arch</td>
<td>1 x 2.00</td>
<td>1 x 2.00</td>
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</tbody>
</table>

*The width of Culvert will depend upon the embankment height and skew angle.
Addendum 03
Addendum to C. Widening of Culverts of Appendix BXIII

At the end of the Sr No. 147 in the table related to “C. Widening of Culverts” of Appendix BXIII, the following shall be added:

C. **Widening of Culverts**

The following culverts shall be widened

<table>
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<tr>
<th>Sr. No.</th>
<th>Existing Ch. km</th>
<th>Design Ch. km</th>
<th>Type of Structures</th>
<th>Span Arrangement</th>
<th>Proposed Total Width m*</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>Existing</td>
<td>Proposed</td>
<td>Existing</td>
</tr>
<tr>
<td>148</td>
<td>201/880</td>
<td>201+077</td>
<td>Pipe</td>
<td>Pipe</td>
<td>3 x 0.90</td>
</tr>
<tr>
<td>149</td>
<td>202/200</td>
<td>201+397</td>
<td>Pipe</td>
<td>Pipe</td>
<td>3 x 0.90</td>
</tr>
<tr>
<td>150</td>
<td>203/500</td>
<td>202+714</td>
<td>Pipe</td>
<td>Pipe</td>
<td>1 x 0.90</td>
</tr>
<tr>
<td>151</td>
<td>221/400</td>
<td>220+512</td>
<td>Pipe</td>
<td>Pipe</td>
<td>1 x 1.20</td>
</tr>
</tbody>
</table>

*The width of Culvert will depend upon the embankment height and skew angle.*
Addendum 04
Addendum to Typical Cross-section
Following shall be added after "Typical Cross (Type: TS-17) for Slip Road" (Page B-52)

TYPICAL CROSS SECTION (TYPE: TS-18) FOR MAJOR BRIDGE

Four Laneing of Gomati Churuaha - Udaipur Section of NH-8 from Km 177.0 to Km 260.100
in the State of Rajasthan on Design, Build, Finance, Operate and Transfer (Toll) Basis
Addendum 05

Following shall be added after 4.16 "Rainwater Harvesting" (Page B-4)

4.17 Built up / Urban Section
Details of Built up / Urban Section to be are given at Appendix B XVI.

4.18 Stretches to be reconstructed due to Pavement condition.
Details of Stretches to be reconstructed due to pavement condition are given at Appendix B XVII.

Addendum 06

The Appendix B XVI “Built up / Urban Section” and B XVII “Stretches to be reconstructed due to pavement condition” Shall be added after Appendix B XV “Construction of New Tunnel” (Page No. B-42)

Appendix B – XVI - Built up / Urban Section

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>192/579</td>
<td>206/673</td>
</tr>
<tr>
<td>208/672</td>
<td>209/968</td>
</tr>
<tr>
<td>220/500</td>
<td>222/100</td>
</tr>
<tr>
<td>219/700</td>
<td>220/500</td>
</tr>
<tr>
<td>222/600</td>
<td>223/300</td>
</tr>
</tbody>
</table>

Appendix B – XVII - “Stretches to be reconstructed due to pavement condition”:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>180/000</td>
<td>182/000</td>
</tr>
<tr>
<td>192/200</td>
<td>194/000</td>
</tr>
<tr>
<td>216/000</td>
<td>217/000</td>
</tr>
<tr>
<td>226/000</td>
<td>227/600</td>
</tr>
<tr>
<td>254/000</td>
<td>254/700</td>
</tr>
</tbody>
</table>

Reconstruction from Sub-Grade Bottom
Corrigendum

Four Laning of Tonati Chausa to Udaipur Section of NH-8 from Km 177.0 to Km 260.100 in the State of Rajasthan on Design, Build, Finance, Operate and Transfer (TOT) Basis
National Highways Authority of India

CORRIGENDUM – 1

Recital (E) of the Concession Agreement shall be read as given below:

After evaluation of the bids received, the Authority had accepted the bid of the {selected bidder/ Consortium} and issued its Letter of Award No. .......... dated ............ (hereinafter called the “LOA”) to the {selected bidder/ Consortium} requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.

Instead of

After evaluation of the bids received, the Authority had accepted the bid of the {selected bidder/ Consortium} and issued its Letter of Award No. .......... dated ............ (hereinafter called the “LOA”) to the {selected bidder/ Consortium} requiring, inter alia, the execution of this Concession Agreement within 45 (forty-five) days of the date of issue thereof.

CORRIGENDUM – 2

Schedule – R shall be read as given below instead of Schedule – R given in RFP document:

SCHEDULE – R
(See Clause 27.1.1)

FEES NOTIFICATION

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS
(Department of Road Transport and Highways)

NOTIFICATION

New Delhi, the ...... 20...

S.O. ............. Whereas, by the notification of the Government of India in the Ministry of Road Transport and Highways, number ***** dated the *****, issued under section 11 of the National Highways Authority of India Act, 1988 (68 of 1988), the Central Government has entrusted the section of National Highway from Km 177.000 to Km 260.100 (Gomati Chauraha - Udaipur Section) of National Highway No. 8 in the state of Rajasthan to the National Highways Authority of India (hereinafter referred to as the “Authority”);

And Whereas, pursuant to the provisions of section 14 of the said Act, the Authority has entered into an agreement with ....................., having its registered office at ................... (hereinafter referred to as “Concessionaire”) for the development of the Gomati Chauraha - Udaipur section from Km 177.000 to Km 260.100.
260.100 (hereinafter referred to as the said section) of the National Highway No. 8 on Design, Build, Finance, Operate and Transfer (DBFOT) basis;

Now, therefore, in exercise of the powers conferred by section 8A of the National Highways Act, 1956 (48 of 1956), read with Rule 3 of the National Highways Fees (Determination of Rates and Collection) Rules, 2008, read with National Highways Fees (Determination of Rates and Collection) Amendment Rules, 2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 and National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2011, the Central Government, having regard to the expenditure involved in building, maintenance, management and operation of the said section of the said national highway, interest on the capital invested, reasonable return, the volume of traffic and the period of said agreement between the Authority and the Concessionaire, hereby notifies that there shall be levied and collected fees on mechanical vehicles for the use of the section from Km 177.000 to Km 260.100 (Gomati Chauraha - Udaipur) of National Highway No. 8, including the permanent bridge/tunnel having an estimated cost of Rs. 170.06 Crores (Rupees One Hundred Seventy Crores and Six Lakhs Only)\(^5\), in the State of Rajasthan at the rates specified in the aforesaid Rules and authorises the said Concessionaire to collect and retain the said fees on and from the date of commercial operation of the said section of national highway, subject to and in accordance with the said Rules and the provisions of the aforesaid agreement.

The fee levied and collected hereunder shall be due and payable at the following Toll Plazas for the distance specified for each such Toll Plaza:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location of Toll Plaza (chainage)</th>
<th>Length (in km) for which Fee is payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>At Km 187.244</td>
<td>34.310 Km</td>
</tr>
<tr>
<td>2.</td>
<td>At Km 238.170</td>
<td>34.132 Km (excluding 1.218 km length of Nathdwara Elevated Road, 0.450 km length of Chirwaghat Tunnel and 9.200 km length of Delwar &amp; Eklingji bypass)</td>
</tr>
</tbody>
</table>

\(^5\) Only a bridge, or tunnel having an estimated capital cost exceeding Rs. 50 crore may be specified here.
In addition to the above, the fee levied and collected hereunder for the permanent bridge and tunnel, as the case may be, costing Rs. 50 cr. (Rupees fifty crore) or more as specified below shall be due and payable at the following Toll Plaza(s):

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location of Toll Plaza (chainage)</th>
<th>Nature of Structure</th>
<th>Cost (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At Km 238.170</td>
<td>Nathdwara Elevated Road (length 1.218 km)</td>
<td>69.23</td>
</tr>
<tr>
<td>2</td>
<td>At Km 238.170</td>
<td>Chirwaghat Tunnel (length 0.450 km)</td>
<td>100.83</td>
</tr>
</tbody>
</table>

In addition to the above, the fee levied and collected hereunder for the bypasses costing Rs. 10 crore or more as specified below shall be due and payable at the following Toll Plaza(s), and the rate of fee shall be 1.5 times of the rate of fee as specified in Rule 4(2) of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 and National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2011:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location of Toll Plaza (chainage)</th>
<th>Name of Bypass</th>
<th>Length (in km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At Km 238.170</td>
<td>Delwara &amp; Eklingji Bypass</td>
<td>9.200</td>
</tr>
</tbody>
</table>

F.No. RW/NH-..................

(Name)

Deputy Secretary

Government of India

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CORRIGENDUM -03
The details given in “Sr. No. 8 under h to k of table related to Total number of structures” of Schedule A Page A-5 shall be substituted and shall be read as given under:

(h) No. of Pipe Culverts - 118 Nos.
(i) No. of RCC Slab Culverts - 128 Nos.
(j) No of Arch Culvert - 05 Nos.
(k) No of Burried Culvert - 21 Nos.

CORRIGENDUM -04
The details given in Table of Schedule B “The existing and proposed Chainage;” at Page B-5, on Sr. No. 79 to 81 of Column 3 shall be read as ‘realignment’ instead of ‘Bypass.’

CORRIGENDUM -05
The details given in Sr. No. 10, 24, 25, 30, 39, 45 to 52, 55, 56 and 88 to 90 of Table Appendix - B I “Typical Cross Sections” of Schedule B Page B-6, B-7 and B-8 shall be substituted and read as given under:

1. Typical Cross Sections

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Design Chainage (in Km)</th>
<th>Length (Km)</th>
<th>TCS Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>182+741</td>
<td>183+100</td>
<td>0.359</td>
</tr>
<tr>
<td>24</td>
<td>191+493</td>
<td>191+793</td>
<td>0.300</td>
</tr>
<tr>
<td>25</td>
<td>191+793</td>
<td>192+468</td>
<td>0.675</td>
</tr>
<tr>
<td>30A</td>
<td>198+693</td>
<td>199+900</td>
<td>1.207</td>
</tr>
<tr>
<td>30B</td>
<td>199+900</td>
<td>200+250</td>
<td>0.350</td>
</tr>
<tr>
<td>30C</td>
<td>200+250</td>
<td>202+040</td>
<td>1.790</td>
</tr>
<tr>
<td>30D</td>
<td>202+040</td>
<td>202+450</td>
<td>0.410</td>
</tr>
<tr>
<td>30E</td>
<td>202+450</td>
<td>203+943</td>
<td>1.493</td>
</tr>
<tr>
<td>37A</td>
<td>209+093</td>
<td>214+200</td>
<td>5.107</td>
</tr>
<tr>
<td>37B</td>
<td>214+200</td>
<td>214+397</td>
<td>0.197</td>
</tr>
<tr>
<td>37C</td>
<td>214+397</td>
<td>214+617</td>
<td>0.220</td>
</tr>
<tr>
<td>37D</td>
<td>214+617</td>
<td>214+743</td>
<td>0.126</td>
</tr>
<tr>
<td>37E</td>
<td>214+743</td>
<td>216+193</td>
<td>1.450</td>
</tr>
<tr>
<td>39A</td>
<td>217+793</td>
<td>218+148</td>
<td>0.355</td>
</tr>
<tr>
<td>39B</td>
<td>218+148</td>
<td>218+388</td>
<td>0.240</td>
</tr>
<tr>
<td>39C</td>
<td>218+388</td>
<td>218+493</td>
<td>0.105</td>
</tr>
<tr>
<td>45</td>
<td>221+053</td>
<td>221+543</td>
<td>0.490</td>
</tr>
<tr>
<td>16</td>
<td>221+543</td>
<td>222+525</td>
<td>0.982</td>
</tr>
<tr>
<td>17</td>
<td>222+525</td>
<td>223+025</td>
<td>0.500</td>
</tr>
<tr>
<td>18</td>
<td>223+025</td>
<td>223+393</td>
<td>0.368</td>
</tr>
<tr>
<td>19</td>
<td>223+393</td>
<td>223+993</td>
<td>0.600</td>
</tr>
<tr>
<td>30</td>
<td>223+993</td>
<td>224+288</td>
<td>0.295</td>
</tr>
</tbody>
</table>

Four Laning of Voomal Chauraha – Udaipur Section of NH-8 from Km 267.0 to Km 260.100 is the State of P. uauthon on Design, Build, Finance, Operate and Transfer (Toll) Basis
### CORRIGENDUM -06

The details given in Table 2 Appendix –B III “Details of Bypasses / Realignment” of Schedule B Table 2 Page B-10 shall be substituted and read as under:

#### 2. Realignments

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Existing Chainage (km)</th>
<th>Design Chainage (km)</th>
<th>Length (km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>1</td>
<td>185/740</td>
<td>185/740</td>
<td>2.000</td>
</tr>
<tr>
<td>2</td>
<td>191/090</td>
<td>191/090</td>
<td>0.50</td>
</tr>
<tr>
<td>3</td>
<td>200/650</td>
<td>200/650</td>
<td>0.39</td>
</tr>
<tr>
<td>4</td>
<td>202/950</td>
<td>202/950</td>
<td>0.41</td>
</tr>
<tr>
<td>5</td>
<td>222/100</td>
<td>222/100</td>
<td>0.39</td>
</tr>
<tr>
<td>6</td>
<td>254/700</td>
<td>254/700</td>
<td>3.75</td>
</tr>
</tbody>
</table>

### CORRIGENDUM -07

The footnote for Table Appendix –B IV “Details of Service Roads” of Schedule B Page B-11 shall be substituted read as under:

The total length of Service Road is 2X 21.61 = 43.22 Km.

### CORRIGENDUM -08

The details given at Column 8 [Proposed Total Width of Structure (in m)] at Sr. No. 1 to 4 of Table of Appendix – B IX “Details of Proposed Vehicular Underpasses (page: B-18) shall be substituted and read as 23.5m at each row.

### CORRIGENDUM -09

The details given at Column 8 [Proposed Total Width of Structure (in m)] at Sr. No. 1 to 4 of Table of Appendix-BX “Details of Proposed Cattle Underpasses” (Page B-19) shall be substituted and read as 22.5m at each row.

### CORRIGENDUM -10

The details of design change given of Column 4 and 5 [Design Chainage – (From) & (to)] of Table at Appendix-BXV “Construction of New Tunnel” of Schedule B Page B-42 shall be substituted and read as 251+966 and 252+416 respectively.
CORRIGENDUM -11

The following note shall be incorporated at end of TS-18:

Note: Proposed ROW shown in TS-1 to TS-18 (Page B-43 to B-52) shall be read in conjunction with "Details of proposed ROW" given at Appendix B V (Page B-12).

CORRIGENDUM -12

For TS 7, (Page B-46), TS-9 (Page B-47), TS-11 (Page B-49) and TS-12 (Page B-49), in Service Road Pavement Crust composition the "Bituminous Macadam" shall be substituted with "Dense Bituminous Macadam".

CORRIGENDUM -13

The "Typical Cross Sections No. TS-6, TS-6A, TS-11, TS-12, TS-13, TS-14, TS-15 and TS-16 (Page B-45, B-49, B-50 and B-51 respectively) " shall be retransmitted with enclosed revised Typical Cross Sections.
Four Laning of Gomati Chauraha – Udaipur Section of NH-8 from Km 177.0 to Km 260.100
in the State of Rajasthan on Design, Build, Finance, Operate and Transfer (Toll) Basis
Four Lanes of Gomti Chauraha - Udaipur Section of NH-8 from Km 177.0 to Km 260.100 in the State of Rajasthan on Design, Build, Finance, Operate and Transfer (Toll) Basis
National Highways Authority of India

TYPICAL CROSS SECTION (TYPE: TS-10) - HILL SECTION (IN CUTTING)

TYPICAL CROSS SECTION (TYPE: TS-14) BRIDGE IN POND ON RMS AT GRADE WIDENING ON LHS

Four Laning of Gomali Chauraha - Udaipur Section of NH-8 from Km 177.0 to Km 260.100
in the State of Rajasthan on Design, Build, Finance, Operate and Transfer (Toll) Basis
Four Laning of Gomati Chauraha – Udaipur Section of NH-8 from Km 177.0 to Km 260.100 in the State of Rajasthan on Design, Build, Finance, Operate and Transfer (Toll) Basis
CORRIGENDUM -14

The details given at (g) Others of Anexe I of Schedule C shall be substituted and read as under:

Project Facility

\[(g)\] Others

The facilities shall be provided as per “Manual of Specification and Standards for Four Laning of National Highways through PPP” and mentioned under:

Rest Area

Nil.

Overhead Sign

Overhead signs shall be provided 2 nos. Each at Toll Plaza, Bypass, Realignments and Urban Sections, 1 no. each shall be at start and end of Project.

Highway lighting

Lighting shall be provided at the following locations:

i. Lighting shall be provided at approach to bridges, Built up areas, Toll Plaza, Bus bays, Truck Laybyes, rest area, and as per Schedule D (IRC : SP ; 84-2009).

ii. High Mast Lighting shall be provided at all Major junctions, Toll plaza locations, Rest areas.

iii. Lighting shall be provided in following section:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Design Chainage</th>
<th>Length (in M)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>1</td>
<td>181+741</td>
<td>182+141</td>
</tr>
<tr>
<td>2</td>
<td>192+288</td>
<td>206+288</td>
</tr>
<tr>
<td>3</td>
<td>208+288</td>
<td>209+588</td>
</tr>
<tr>
<td>4</td>
<td>220+088</td>
<td>221+548</td>
</tr>
<tr>
<td>5</td>
<td>222+038</td>
<td>223+888</td>
</tr>
<tr>
<td>6</td>
<td>224+783</td>
<td>225+783</td>
</tr>
<tr>
<td>7</td>
<td>232+205</td>
<td>233+205</td>
</tr>
<tr>
<td>8</td>
<td>181+741</td>
<td>182+141</td>
</tr>
</tbody>
</table>

Traffic Aid Posts

The Project Highway shall be provided with Traffic Aid Posts facilities as per Schedule D and in consultation with NHAI and Independent Engineer.

Highway Patrol

The Project Highway shall be provided with Highway Patrol units as per Schedule D and in consultation with NHAI and Independent Engineer.

Ambulance (s) / Medical Aid Posts

Provide Medical Aid Post and the Ambulance (s) services covering for the entire Project Highway. These shall conform to the specifications mentioned in Schedule D.

Cranes / Vehicle Rescue Posts

Provide the Crane services covering for the entire Project Highway. These shall conform to the specifications mentioned in Schedule D.

Four Laning of Gomati Chowraha - Udaipur Section of NH-8 from Km 177.0 to Km 260.150

In the State of Rajasthan on Design, Build, Finance, Operate and Transfer (Toll) Basis
Highway Traffic Management Systems

The Project Highway shall be provided with HTMS facilities as per Schedule D and in consultation with NHAI and Independent Engineer so as to have enhanced safety for the users/travelers, to collect information for the traffic operations, to provide information to the users on real time basis for the traffic flow conditions and the incidents ahead. Based on these, the traffic managers should be able to exercise control on changing the variable message signs, mobilizing the movement of ambulances, cranes, highway patrol units and fire tenders.

Variable Message Signs (VMS) are to be provided at 20 Km interval on either side of the Project Highway.

Utilities

Provision for accommodating utilities shall be made over as well as underground within utility corridor on either side of the Project Highway.

CORRIGENDUM - 15

The details given in Table Sr. No. 2 “Deviations from the Manual” of Schedule D( Page D-3) shall be substituted as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause Referred in the Manual</th>
<th>Item</th>
<th>Provision as per Manual</th>
<th>Modified Provision</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6.2</td>
<td>Surface Drainage</td>
<td>CC Lined Drain</td>
<td>The proposed longitudinal drains at the stretches of TS8 and Median drain at Super-elevated stretches shall be of RCC and remaining stretches shall be of Stone Masonry.</td>
<td></td>
</tr>
</tbody>
</table>

Four Laning of Jomati Chowraha - Udaipur Section of NH-8 from Km 177.0 to Km 260.100
In the State of Rajasthan Design, Build, Finance, Operate and Transfer (Toll) Basis
Preamble:

In the pre-bid meeting held on 14.02.2012, the queries have been raised on a number of issues in which many of them already stand clarified in the bidding documents including the Draft Concession Agreement. For the purpose of clarity, the following is further clarified in a general manner:

(i) There shall be no change in the Draft Concession Agreement (RFP Volume-II and Volume-III) except the Corrigendum / Addendum / Clarification issued herewith.

(ii) In reply to all queries emanating from Feasibility Report (FR), it is stated that the information furnished in the FR is only for guidance purpose to the bidders. NHAI does not take any responsibility for the correctness or otherwise all the information given in the FR. Bidders may please note that Feasibility Report shall not become part of the concession agreement.

(iii) For the purpose of Clause 2.1.15, the names of the Technical, Financial and Legal advisors to the Authority are as follows:

Technical advisor - M/s SAI Consulting Engineers Pvt. Ltd.
Financial advisor - M/s Credible Management & Consultants Pvt. Ltd.
Legal advisor - M/s M. V. Kini & Company

The specific issues referred to by the bidders in the pre-bid have been identified and replied to as under.
### RFP VOLUME I - INSTRUCTIONS TO BIDDERS:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Original Text / Query</th>
<th>Reply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Clause 1.1.1</strong></td>
<td><strong>Background</strong>&lt;br&gt;Total Project Cost is Rs.914.50 crores. Kindly confirm the year of estimation.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Clause 1.2.3</strong></td>
<td><strong>&quot;--- the Feasibility report prepared by the Authority / consultants of the Authority is also enclosed&quot;</strong>&lt;br&gt;Kindly provide the feasibility report prepared by consultants appointed by the Authority</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Clause 1.3, (Schedule of Bidding Process)</strong>&lt;br&gt;1) Last date for receiving queries : 09.02.2012&lt;br&gt;2) Pre-Bid meeting : 14.02.2012&lt;br&gt;3) Authority response to queries latest by : 21.02.2012&lt;br&gt;4) Pre-Bid meeting-2 : ..........&lt;br&gt;5) Bid Due Date : 06.03.2012&lt;br&gt;6) Opening of Bids : On Bid Due Date</td>
<td><strong>Kindly Clarify the either we have to submit the hard copy of Tender or the soft copy/scan copy also of tender on Bid due date. i.e. 06.03.2011</strong>&lt;br&gt;<strong>If we have to submit the soft copy of tender on bid due date than when we have to submit the hard copy of Tender. Please specify.</strong>&lt;br&gt;Please refer Procedure under E-Tendering- Instructions to Bidders.</td>
</tr>
<tr>
<td>S. No.</td>
<td>Ref. in RFP Doc.</td>
<td>Original Text / Query</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>4.</td>
<td>Sub Clause 2.1.3</td>
<td>It is mentioned that the feasibility report is being provided only as a preliminary reference document and nothing contained in the feasibility report shall be binding on the authority nor confer any right on the bidder and the authority shall have no liability what so ever in relation to or arising out of any or all documents of the feasibility report. The stated feasibility report is not available on the net. It is therefore requested that the same may please be supplied. Further it is not feasible for bidders to conduct detailed survey, investigation, traffic studies and other detailed examinations in such a short time made available before submission of the bid. It is therefore suggested that the bidders may be permitted to base their bids on feasibility report and if any discrepancy found on detailed survey and investigation at a later date while executing the work, necessary modifications be accommodated under change of scope of work.</td>
</tr>
<tr>
<td>5.</td>
<td>Clause 2.1.15</td>
<td>A bidder shall be liable for disqualification and forfeiture of Bid security if any legal, financial or technical advisor of the Authority in any relation to the Project is engaged by the Bidder after issue of LOA or execution of the Concession Agreement from matters related or incidental to project during the bidding process.</td>
</tr>
<tr>
<td></td>
<td>Clause 2.5.3</td>
<td>The authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out</td>
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<td>of or concerning or relating to RFP, RFQ, the bidding document or the bidding process, including any error or mistake therein or in any information or data given by the authority</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NHAi is aware that information available in schedule forms the basis for submission of bid for concessionaire. We presume that any variation with change in scope, please confirm.</td>
</tr>
<tr>
<td>7.</td>
<td>Clause 2.15.1</td>
<td>The bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the authority prior to bid due date. No bid shall be modified, substituted or withdrawn by the bidder on or after the bid due date.</td>
</tr>
<tr>
<td></td>
<td>(Modification / Substitution / Withdrawal of bids)</td>
<td>Normally, Modification / Substitution / Withdrawal of the bid are permitted up to the deadline for submission of the bid (i.e. up to time of submission of bid) and are not restricted prior to the bid due date. Kindly review and modify the provision as follows:</td>
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<td></td>
<td>&quot;The Bidder may modify, substitute or withdraw its Bid after submission, but (i) prior to the bid due date; and (ii) on the bid due date, provide that written notice of the modification, substitution or withdrawal is received by the authority on/ prior to bid due date. No bid shall be modified, substituted or withdrawn by the bidder after the expiry of the period for submission of the bid.&quot;</td>
</tr>
<tr>
<td>8.</td>
<td>Appendix-I</td>
<td>With reference to your RFP document dated---- Kindly specify the date of RFP Document</td>
</tr>
</tbody>
</table>

Four Laneing of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>9</td>
<td>ITB (Appendix-II)</td>
<td>Bank Guarantee for Bid Security</td>
<td>Please refer Addendum No. 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>With reference to your RFP-Bid Document-Volume-I, Appendix-II for Bid Security, we wish to bring to your kind notice that as per the RBI guidelines issued to banks for issuance of Bank Guarantee, it is mandatory to add following note at the end of the Bank Guarantee. Further in all the other recent NHAI projects this note has been included in the Bank Guarantee format by issuing a separate addendum.</td>
<td></td>
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<td>In view of above we request you to issue addendum to this effect as under.</td>
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<td>The following Para needs to be added at the end of serial no. 13 of the Appendix-II of RFP:</td>
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<td>Notwithstanding anything contained hereinaabove,</td>
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<td>i. Our liability under the Bank Guarantee shall not exceed Rs. .......... Crores (in words),</td>
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<td>ii. The Bank Guarantee shall be valid up to (date),</td>
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<td></td>
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<td>iii. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before .............</td>
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</tr>
<tr>
<td></td>
<td>ITB (Appendix-III)</td>
<td>Appendix-III, Power of Attorney for signing of Bid</td>
<td>No change, as per Appendix-III of RFP. Please refer to procedure under e-tendering-instruction to Bidders.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Request you to please clarify whether two persons can be authorized as Attorneys for a single bidder, One for e-tender submission with digital</td>
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<td>11.</td>
<td>Clause 1(v) Procedure Under E-Tendering Instruction to Bidders</td>
<td>To participate for bidding, bidders have to pay Rs. 2,00,000/- (Rs. Two Lakh Only) towards fee for RFP document (non-refundable) in the form of Demand Draft issued from a scheduled Bank in India in favor of “National Highways Authority of India” payable at New Delhi and Rs 13,236/- (Thirteen Thousand Two Hundred Thirty six Only) inclusive of all taxes towards Tender processing fee (non-refundable) e-payment Gateway of Punjab National Bank using credit card/ debit card/ master/ visa card only on e-tender Portal <a href="http://www.tender">www.tender</a>.</td>
<td>Please refer Procedure under E-Tendering- Instructions to Bidders.</td>
</tr>
<tr>
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<td></td>
<td>Kindly clarify when we have to submit the cost of tender document and tender processing fee in shape of Demand Draft. Either on bid due date or before. Please specify.</td>
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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
## RFP VOLUME II – DRAFT CONCESSION AGREEMENT:

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<tr>
<td>1.</td>
<td>Clause 4.1.2 (a)</td>
<td>Procur for the concessionaire the right of way to the site in accordance with the provisions of clause 10.3.1 and 10.3.2. In schedules of tender documents, availability of ROW is Maximum 80% therefore Kindly provide us 100% of proposed ROW available prior to project appointed date.</td>
<td>No change. As per RFP.</td>
</tr>
<tr>
<td>2.</td>
<td>Clause 4.1.2 (d)</td>
<td>Procured approval of the Railway authorities in the form of a general arrangement drawing that would enable the concessionaire to construct road over bridges/ under bridges at level crossings. Kindly provide the status of approvals from Railway Authorities.</td>
<td>There is no ROB in the project, hence approval is not required.</td>
</tr>
<tr>
<td>3.</td>
<td>Clause 4.1.2 (e)</td>
<td>Procured all applicable permits relating to environmental protection and conservation of site. Kindly provide us the status of applicable permit relating to environmental protection and conservation of site.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>4.</td>
<td>Clause 4.2 (Damages for delay by the Authority)</td>
<td>Clause 4.2 Damages for delay by the Authority In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the concessionaire or due to force majeure, the authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one percent) of the Performance Security for each day’s delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</td>
<td>No change. As per RFP.</td>
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<td>5.</td>
<td>Article 4.2</td>
<td>Damage for delay in fulfillment of Condition Precedent by the Authority i.e. 0.1% of performance security for each day of delay is not sufficient considering that any delay in commencement of construction activities have direct bearing on IDC as well as escalation of material which may be huge in comparison to the damage payable by the Authority.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and ............... subject to a maximum of 20% (twenty percent) of the Performance Security. We requested to add the following provision to article 4.2: “provided that the concessionaire shall be entitled to terminate the concession agreement if such condition precedent is not fulfilled within the specified period.”</td>
<td></td>
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<tr>
<td>6.</td>
<td>Clause 4.2 and 4.3</td>
<td>As per clause 4.2 &amp; 4.3 of damages for delay in any condition precedent due to Authority default is 0.1% of performance security but due to concessionaire is 0.2% of performance security. The damages should be same from both the parties. Please confirm.</td>
<td>No Change. As per RFP.</td>
</tr>
<tr>
<td>7.</td>
<td>Article 5.2.4</td>
<td>The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority........ bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event</td>
<td>As per RFP.</td>
</tr>
</tbody>
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Four Lining of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>8.</td>
<td>Clause 5.8</td>
<td>Facilities for physically challenged and elderly Persons. The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier-free environment for the physically or visually challenged and for elderly persons using the Project Highway.</td>
<td>The clause is self-explanatory.</td>
</tr>
<tr>
<td>9.</td>
<td>Article 6.2 (Maintenance Obligations prior to Appointed Date)</td>
<td>It is mentioned in clause 6.2. During the Development Period, the Authority shall maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date.</td>
<td>NHAI will keep the necessary records for verification.</td>
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<td>In this regard it may be clarified as to what is the mechanism for keeping a record and quantification of the condition of the project highway, 7 days prior to the last date of bid submission</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Article 6.3</td>
<td><strong>Obligations relating to competing roads</strong></td>
<td>No change. As per RFP.</td>
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<td></td>
<td></td>
<td>States that the authority shall procure that during the subsistence of this agreement, neither the authority nor any Govt. instrumentality shall at any time before the 10th anniversary of the appointed date, construct or cause to be constructed any competing road, provided that restriction herein shall not apply if the average traffic on the project highway in any year exceeds 90% of its designed capacity i.e. 60,000 PCUs per day. In case average traffic exceeds 90% of its designed capacity any year and any competing road is got constructed according to the above provision and as a result of this, average traffic decreases in subsequent year. Whether the newly constructed road shall be abandoned or the concessionaire shall be compensated for decrease in traffic. Please clarify.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Article 7.1 (k)</td>
<td><strong>(Representation and Warranties of the concessionaire)</strong></td>
<td>The clause is self explanatory.</td>
</tr>
<tr>
<td></td>
<td>(Ref. in RFP Doc.</td>
<td>It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 ................. Equity during the Construction Period and two years thereafter Provided further that any such request made under clause 7.1(k) and / or Art. 48........ by a suitable objection letter from lenders.</td>
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<td>In a Project Financing structure, the lenders have a charge over the 51% of the pledged shares that may be invoked with NHAI approval in the event of default of the Concessionaire. In such an event, the Concessionaire would be in breach of said provision. Therefore, an exception needs to be carved out for such an eventuality. Kindly clarify.</td>
<td></td>
</tr>
<tr>
<td>383</td>
<td>Article 10.2.5</td>
<td>The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose. We request NHAI to make the following amendments: The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the</td>
<td>No change. As per RFP.</td>
</tr>
<tr>
<td>12</td>
<td>License, Access and Right of Way</td>
<td>No change. As per RFP.</td>
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<td></td>
<td>Concessionaire consents to it being registered for this purpose; provided however, that termination payment (if applicable) shall have been paid in full by the authority to the concessionaire.”</td>
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|       |                 | Status of Land Acquisition:  
  i. What is the current status of land acquisition of the project Highway.  
  ii. What is the status of land acquisition for the road section and other services like toll plaza, traffic aid post and way side amenities?  
  iii. Provide the schedule of handing over the land to the concessionaire? | Out of 474 hectares, of land requirement 275 hectares is in possession and process of 3A is in progress for 199 hectares. Land will be made available as per Article 10.3 of DCA. |
| 13.   | Clause 10.3.1   | Without prejudice to the...... the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way...... the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2. |       |
| 14.   | Article 10.3.2  | We would request you to confirm the status of notification to be issued under section 3 (D) of the National Highways Act. 1956 as well as the status of land acquisition.  
Also, as per section 3 (E) of the National Highways Act. 1956, handing over of project site to the concessionaire and commencement of construction works is possible only after payment of compensation to project affected people by NHA.  
For private entrepreneur, it is not possible to implement a project unless | Please refer reply at serial no. 13 |

Four Lining of Gomati Chaura - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td></td>
<td></td>
<td>NHAI pays full compensation to the project affected people.</td>
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<td></td>
<td>We request you to clarify the status of the payment of compensation to the project affected people and all land acquisition related formalities pursuant to section 3(E) of the National Highway Act, 1956 and their fulfillment by NHAI.</td>
<td></td>
</tr>
<tr>
<td>3.5.5</td>
<td>Clause 10.3.4</td>
<td>&quot;The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire damages in sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square meters or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured.</td>
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<td>Damages for force majeure events should also be compensated separately.</td>
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<td></td>
<td>Compensations mentioned is not sufficient enough to meet the losses concessionaire will have to bear, due to increase the same by extension of concession period, apart from the compensation as mentioned in the Concession Agreement.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Article 10.3.4  (Procurement of the site)</td>
<td>The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included............. from the 91st</td>
<td>As per RFP.</td>
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<td>(ninety first) day of the Appointed Date and until such Right of Way is procured.</td>
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<td>The clause mentions that in case of delay in land acquisition, the authority shall be liable to pay damages. In the event damages are paid by the authority, the concessionaire shall have to complete all construction work before the project completion date. This ultimately transfer the land acquisition risk to the concessionaire.</td>
<td></td>
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<td></td>
<td>The delay in land acquisition will impact the project milestones, the scheduled four laning date and the overall concession period. Since there is no compensation for the time delay, we request that a suitable extension in the concession period be provided to the concessionaire for the period of delay.</td>
<td></td>
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<td></td>
<td>For instance, if there is a 6 month delay in land acquisition, though the authority will be liable to pay damages, it will be unrealistic for the concessionaire to complete the project in time. As a result, we will end up paying damages too for delay in project completion.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clause 10.3.6</td>
<td>Article 10.3.6</td>
<td>The concessionaire shall, if required by the Authority, procure on behalf of Authority land for Toll Plaza, traffic Aid Posts, Medical Aid Posts, under passes and over passes or for construction works specified. The Concessionaire may either purchase the lands and ask for reimbursement of the cost of acquisition or may identify the lands for which the Authority will initiate the acquisition process as per NHAI Act, within 60 days from the Appointed Date.</td>
<td>As per RFP.</td>
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<td>In the event the acquisition of the said lands are delayed beyond the period of 180 days, then it is requested that the Project Completion Date shall be extended by number of days beyond 180 days by which the land acquisition is delayed, and consequently the concession period may also be extended as per clause 35.3 of the DCA i.e Extension of Concession Period.</td>
<td></td>
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<tr>
<td>18</td>
<td>Article 11</td>
<td>Utilities</td>
<td>Estimates of Utility Shifting have been procured from the respective departments.</td>
</tr>
<tr>
<td>19</td>
<td>Clause 11.1</td>
<td>Existing utilities and roads</td>
<td>The clause is self explanatory.</td>
</tr>
<tr>
<td>20</td>
<td>Clause 11.1</td>
<td>Existing utilities and roads</td>
<td>Estimates of Utility Shifting have been procured from the</td>
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<td>It is requested that the drawings regarding the underground and overhead utilities should be made available along with the detailed relocation plan along with bid documents. However such diversion shall be needed for the shifting of utilities, which is the responsibility of Authority only and as such the cost of diversion / land acquisition including legal proceedings should be borne by Authority.</td>
<td>respective departments.</td>
</tr>
<tr>
<td>21. Clause 11.2</td>
<td>The concessionaire shall, subject to applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</td>
<td>The clause is self explanatory.</td>
<td></td>
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a) It is requested that Authority shall provide site free from all encroachment to the Concessionaire along with shifting of Utilities in ROW of the project. Kindly confirm.

b) Authority should provide detailed drawings for existing Charted and Uncharted utilities in the Road project which are likely to be shifted.

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td></td>
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<td>The authority should be liable to shift the Utilities on their own. As it is observed that Low tension line exist in the stretch Authority should take initiative to shift the same of their own.</td>
<td></td>
</tr>
<tr>
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<td>Clause 11.3.1 New utilities and roads The concessionaire shall allow........................Where such access or use causes any financial loss to the Concessionaire, it may require the user of the site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the site under this Clause shall not in any manner relive the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.</td>
<td>No change. As per RFP.</td>
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<td>Clause is ambiguous and should be deleted. The responsibility should be of Authority only, as user are not at all concerned with the Progress of the Project and are not covered with any Agreement to pay any compensation/damages to concessionaire for any delay in shifting of utilities. Otherwise please inform the logistics and methodology for compensation payment by user to concessionaire as there is no mention in the agreement in this regards.</td>
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<td></td>
<td>23. Clause 11.3.2 (New Utilities and Roads)</td>
<td>The Authority may, by notice require the Concessionaire to connect any adjoining road to the Project Highway......the maintenance of such connecting portion shall be undertaken by the concessionaire in accordance with the provisions of clause 17.1.3</td>
<td>No change. As per RFP.</td>
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<td>Maintenance of adjoining roads can adversely affect the financial viability of the project.</td>
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<td>Therefore, maintenance of adjoining road should not be obligation of the concessionaire.</td>
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<td>24.</td>
<td>Article 11.3.3</td>
<td>The Authority may by notice require the Concessionaire to connect, through a paved road...... and maintained by the Concessionaire upon advance payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer.</td>
<td>No change. As per RFP.</td>
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<td></td>
<td>(New Utilities</td>
<td>Kindly modify the following clause as follows;</td>
<td></td>
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<td></td>
<td>and roads)</td>
<td>The Authority may by notice require the Concessionaire to connect, through a paved road...... and maintained by the Concessionaire upon advance payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer in consultation with the concessionaire.</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Clause 11.4</td>
<td>The Authority shall assist the concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority......... on the construction, operation or maintenance of the project Highway. The cost of such felling shall be borne by the Authority, and in the event of</td>
<td>No change. As per RFP.</td>
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<td>26.</td>
<td>Article 11.4 (Felling of trees)</td>
<td>The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority......deemed appropriate. The obligation of the permit for felling of trees &amp; other clearance related to ministry of environmental &amp; clearance forest should be with the authority and the assistance to be done by the concessionaire. The concessionaire will do actual felling of trees but the permit has to be obtained by the authority. Thus we request the clause to be modified as follows: The concessionaire shall assist the authority in obtaining the applicable</td>
<td>No change. As per RFP.</td>
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</table>

The obligation of the permit for felling of trees & other clearance related to ministry of environmental & clearance forest should be with the authority and the assistance to be done by the concessionaire. The concessionaire will do actual felling of trees but the permit has to be obtained by the authority.

Thus we request the clause to be modified as follows:

The concessionaire shall assist the authority in obtaining the applicable...
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<td>27.</td>
<td>Article 12.2</td>
<td>During the Construction Period, the Concessionaire shall maintain, at its cost...... 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. Please clarify the mechanism for keeping a record and quantification of the condition of the project highway, 7 days prior to the date of this agreement.</td>
<td>NHA will keep the necessary records for verification.</td>
</tr>
<tr>
<td>28.</td>
<td>Clause 12.3 (e)</td>
<td>DCA, Clause 12.3 (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; In case of any modification suggested by Independent Engineer on the design and drawing submitted by concessionaire resulting into design related defects/damage the liability and obligation of the concessionaire should be relaxed, and if any defects observed due to the above suggestion; the concessionaire shall not be made solely responsible.</td>
<td>As per RFP</td>
</tr>
<tr>
<td>29.</td>
<td>Clause 12.7</td>
<td>Construction of Service Road by Authority: Kindly specify the length of service road to be built after the 8th anniversary of the appointed date. As the quantum/length of the service road is not known, it would not be possible to factor the O&amp;M cost, that too</td>
<td>As per clause 12.7 of DCA. As the provision is futuristic, no details could be provided at this stage.</td>
</tr>
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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer ( Toll) Basis

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<tr>
<td>30.</td>
<td>Article 15.2</td>
<td>after 8th anniversary of Appointed Date. Hence the obligation to maintain the service road to be built by the Authority may be excluded from the Scope of the Concessionaire. Kindly confirm.</td>
<td>No Change. As per RFP.</td>
</tr>
<tr>
<td>31.</td>
<td>Article 16</td>
<td>Stipulates for payment of damages by concessionaire to the authority @ 0.1% of performance security i.e. Rs. 4.573 lakhs for delay for each day until COD is achieved. On the other hand if the delay is solely attributable to authority, there is no provision for payment of compensation to the concessionaire. In principle similar amount should be payable to the concessionaire by the authority for each delay in achieving COD due to delay solely attributable to the authority. The same may please be reviewed.</td>
<td>The clause is self explanatory.</td>
</tr>
<tr>
<td>32.</td>
<td>Clause 16.3.2 (b)</td>
<td>Change of Scope Sub article 16.2.2 (b)</td>
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<td>0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.</td>
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<td></td>
<td>It is requested that all cost arising out of any change in scope of work of concessionaire should be reimbursed to the concessionaire by Authority as per actual and time extension therefore should be granted to the Concessionaire.</td>
<td></td>
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<tr>
<td>33.</td>
<td>Clause 16.3.2</td>
<td>Article - 16</td>
<td>The clause is self explanatory.</td>
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<td>Payment of Change of Scope</td>
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<td>In the event no Change of Scope order is issued prior to Project Completion Date, what % should the Concessionaire deposit to the Safety Fund ? Kindly clarify</td>
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</tr>
<tr>
<td>34.</td>
<td>Article 17.8.1</td>
<td>Notwithstanding anything contained in this Agreement, should the actual traffic exceed the design capacity…… or rectification as estimated by the Independent Engineer, for the balance period of the concession.</td>
<td>No change. As per RFP.</td>
</tr>
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<td>(Second Paragraph)</td>
<td>Kindly modify the paragraph as follows;</td>
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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>Notwithstanding anything contained in this Agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% of average daily fee, and (b) 0.1% of the cost of such repair or ratification as estimated by the independent engineer, for the balance period of the concession.</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Article 20.4</td>
<td>States to provide one jeep with chauffer for police assistance. There shall be two toll plazas. It may please be confirmed whether one jeep with chauffer shall be provided by the concessionaire for both the toll plazas. Further approximate cost of medical equipment may please be specified to account for evaluating the cost of the project.</td>
<td>The clause is self explanatory, while reading in conjunction with clause 20.2</td>
</tr>
<tr>
<td>36.</td>
<td>Article 21.3</td>
<td>States to provide one ambulance with chauffer and to bear actual expenditure incurred on medical equipment, and the pay and allowances of up to 2 medical personnel deployed exclusively for medical aid posts and ambulance. It may please be clarified whether one ambulance and 2 medical personnel shall be deployed for both the toll plazas. Further approximate cost of medical equipment may please be specified to account for evaluating the cost of the project.</td>
<td>The clause is self explanatory, while reading in conjunction with clause 21.1</td>
</tr>
<tr>
<td>37.</td>
<td>Clause 23.1</td>
<td>Appointment of independent Engineer....The appointment shall be made no later than 90 days from the date of this Agreement and shall be for a period of 3 years. In case of delay in appointment of IE, who will be responsible for the duties and functions of the IE? Please Clarify.</td>
<td>Endeavour will be made to select Independent Engineer within stipulated time.</td>
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<td>38.</td>
<td>Clause 24.1.1</td>
<td>...For the avoidance of doubt, the Damages payable hereunder by the concessionaire shall be in addition to the damages, if any, due and payable under the provisions of clause 4.3. As per other standard bids of NHAI, the damages payable under provisions of clause 4.3 of Draft concession Agreement (DCA). Request you to remove these lines from the DCA.</td>
<td>No change. As per RFP.</td>
</tr>
<tr>
<td>39.</td>
<td>Article 24.2.2</td>
<td>Upon Termination under Clause 24.2.1, the Authority shall be entitled to encash..... the Authority shall be entitled to encash therefrom an amount equal to Bid Security. Kindly modify the clause as follows; Upon Termination under Clause 24.2.1, the Authority shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.2, it shall, upon Termination, return the Bid Security forthwith along with the Damages due and payable under Clause 4.2. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security, the Authority shall be entitled to encash therefrom an amount equal to Bid Security for concessionaire default. If the authority is in default of any of its obligation under clause 4.1.2, it shall return the performance security to the concessionaire along with damages due and</td>
<td>No change. As per RFP.</td>
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<td>payable under clause 4.2</td>
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<td>Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority, on the COD date, a Premium in the form of an additional Concession Fee equal to Rs.…… (in words) as due to the Authority during that year, due and payable for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5% (five per cent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all the subsequent years shall be determined by increasing the amount of Premium by 5% as compared to the immediately preceding year.</td>
<td>The clause is self explanatory.</td>
</tr>
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<td>40.</td>
<td>Article 26.2.1</td>
<td>Please refer to clause 25.4 wherein it is stated that premium in the form of additional concession fee shall be payable as set forth in clause 26.2.1 and in the manner set forth in clause 26.4. Clause 26.2.1 states that the concession agrees to pay to the authority, on the COD a premium in the form of additional concession fee equal to Rs.……as due to the authority during that year; due and payable……5% as compared to the immediately preceding year. Clause 26.4 states that concession fee payable under the provisions of this article 26 shall be due and payable in monthly installments, within 7 days of the close of each month. We understand that concession fee for each year shall be payable in monthly installments within 7 days of close of each month. Please confirm.</td>
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<td>41.</td>
<td>Article 27.6.1 (Re-appropriation of Excess Fee)</td>
<td>Stipulates that in the event the average traffic of PCUs in any accounting year reached a level equivalent to 120% of the designed capacity which is 60,000 PCUs in this case, the fee levied and collected from traffic exceeding the “traffic Cap” shall be deemed to be due and payable to the authority. Further clause 27.2.2 stipulates that for all traffic exceeding the traffic cap, the concessionaire shall collect and deposit the fee into the safety fund which is to be funded, owned and operated by the authority as per article 18.2 on page 59. Thus directly or indirectly entire toll fee collected for traffic exceeding the designed capacity shall be payable to the authority whereas the concessionaire shall have to put additional traffic. It is therefore suggested that part of the fee collection for traffic exceeding the designed traffic should be payable to the concessionaire also.</td>
<td>No change. As per RFP.</td>
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<td>42.</td>
<td>Article 29.1.1 (Effect of Variation in Traffic Growth)</td>
<td>It is further agreed that if the project highway shall have two or more toll plazas, the average traffic thereof shall be computed for determining the actual traffic hereunder</td>
<td>The Target Traffic shall be simple average of the tollable traffic on the Toll Plazas.</td>
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<tr>
<td>43.</td>
<td>Article 29.2.3 (Effect of Variation in Traffic Growth)</td>
<td>Modification in the concession period Notwithstanding anything to the contrary...... that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt equity ratio of 70:30; such extension of Concession Period shall be however limited to 5</td>
<td>The clause is self explanatory.</td>
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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>(five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted.</td>
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<td>We understand that if the actual average traffic exceeds the designed capacity and the concessionaire agrees to take up capacity augmentation then as per clause 29.2.3, the authority may grant it an extension in the concession period that may be required to yield the concessionaire a post tax return on equity of 16% per annum.</td>
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<td>In such a scenario, the original reduction in the concession period (if any, by virtue of clause 29.2.2) shall be ignored and the concession period shall be increased from the original concession period.</td>
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<td>Kindly confirm whether our above understanding is correct.</td>
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<td>Also kindly clarify whether the additional premium amounting to 25% of the realizable fee already paid by the concessionaire in lieu of reduction (if any, by virtue of clause 29.2.20) will be reimbursed in the event the concessionaire undertakes to carry out capacity augmentation.</td>
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<td></td>
<td>Article 29.2.3 (Effect of Variation in Traffic Growth)</td>
<td>Notwithstanding anything to the contrary............ that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt equity ratio of 70:30;</td>
<td>The clause is self explanatory.</td>
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<td>We request you to clarify whether post tax return on equity IRR of 16% per</td>
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| 45.   | Article 29.2.3 (Effect of Variation in Traffic Growth) | Capacity augmentation  
Please clarify whether Capacity Augmentation shall be carried out separately for each of the 2 Toll Plazas in the event any of the Toll Plaza exceeds traffic more than the Designed Capacity. | The clause is self explanatory. |
| 46.   | Article 34.9.1, 34.9.2, 37.3.2 | Termination Payment  
Termination Payment does not cover the Subordinate Debt provided by the promoters for funding the project. Earlier Concession Agreements used to cover the same.  
We request you to incorporate Termination Payments for Subordinate Debt. | As per RFP. |
| 47.   | Clause 35.3 (Extension of concession period) | DCA, Clause 35.3 Extension of concession period  
"Subject to the provisions of clause 35.6, in the event that a material default or breach of this agreement set forth in clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of fee, as the case may be, the Authority shall, in addition to payment of compensation." | As per RFP. |
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<td>Since COD is not fixed date, it is not possible to assess the period of delay in achieving COD. Therefore, the extension should be granted for a duration which is proportionate to the period of stoppage of work and affected length.</td>
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<td>48.</td>
<td>Article 35.4.1</td>
<td>Subject to the provisions of Clause 35.6, in the event that an Additional Tollway or a Competing Road, as the case may be, is opened to traffic in breach of this Agreement, the Authority shall pay to the Concessionaire, for each day of breach, compensation in a sum equal to the difference between the average daily Realisable Fee and the projected daily Fee (the &quot;Projected Fee&quot;) until the breach is cured. For the avoidance of doubt, the Average Daily Fee for the purposes of this Clause shall be the amount so determined in respect of the Accounting Year or period, as the case may be, occurring prior to such opening or operation of an Additional Tollway or a Competing Road, as the case may be. No time period is prescribed under Clause 35.4 regarding the payment of compensation by the Authority. Kindly clarify whether the compensation is to be paid weekly or monthly?</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>49.</td>
<td>Article 37.1.1</td>
<td>the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-C and continues to be in default for 120 (one hundred and twenty) days;</td>
<td>As per RFP.</td>
</tr>
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Four Laning of Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under road phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>50.</td>
<td>Clause 37.3.1</td>
<td>Kindly delete this clause as there are suitable provisions for penalising the Concessionaire for non achievement of respective milestones. Further the Concessionaire may complete overall milestone as per Schedule G even if the given milestone is not achieved within 90 days period.</td>
<td></td>
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<td>50.</td>
<td>Clause 37.3.1</td>
<td>DCA, Clause 37.3.1</td>
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<td>Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the concessionaire, by way of Termination Payment, an amount equal to 90% of the debt due less Insurance cover; provided that if any insurance cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD.</td>
<td>No change. As per RFP.</td>
</tr>
<tr>
<td>51.</td>
<td>Article 40 Assignment and Charges (40.2 (b) Permitted assignment and</td>
<td>Request Authority to include Termination payment on account of Concessionaire Event of Default during the Construction Period as part or substantial part of the Project Assets shall be created based on the funding provided by the lenders.</td>
<td></td>
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<td>Mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, a charge on the Escrow Account arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project.</td>
<td>No change. As per RFP.</td>
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<td>303</td>
<td>Highway.</td>
<td>In order to part finance the debt component of the total project cost, the Concessionaire may avail debt from any financial institutions, banks, multilateral lending agencies (which debt shall be subordinate in nature to the debt availed from the Senior Lenders) and accordingly will have to create a mortgage/pledge/hypothecation of goods/assets other than Project Assets as security for indebtedness to the such subordinate lender(s). Thus we request the clause to be modified as follows:- Mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, a charge on the Escrow Account, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or any financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assigns who have agreed to guarantee or provide finance to the Concessionaire as and by way of subordinate debt to meet the part of the total project cost and/or for working capital arrangements for the Project Highway.</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Article 41.2</td>
<td>States to put the concessionaire in the same financial position as he was earlier to change in law come into force, in case his financial burden exceeds Rs. 1.00 Cr. Or 0.5 % of realizable fee in any accounting year. Thus the concessionaire will have to bear entire burnt if his losses are up to Article 41 of DCA (i.e. Change in Law) is self explanatory.</td>
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</tr>
<tr>
<td>53.</td>
<td>Clause 47.3</td>
<td>Pr. 99.99 lakhs due to change in law and get full benefit if it crosses the limit of Rs. 1.00 Cr. This is not justified. It is therefore suggested that the concessionaire may be compensated for the entire loss suffered due to change in law and in case of gain vice versa to it.</td>
<td>Umbrella State Support Agreement has already been executed with Govt. of Rajasthan.</td>
</tr>
<tr>
<td>54.</td>
<td>Clause 48.1</td>
<td>State Support Agreement: What is the status of the State Support Agreement to be signed between MOSRTH and the State Government for this Project? In case it is not signed what is the time frame for signing of this agreement, also provide us the draft copy of the same.</td>
<td>No change. As per RFP.</td>
</tr>
<tr>
<td>55.</td>
<td>Clause 48.1</td>
<td>“Financial Close” means the fulfillment of all conditions precedent to the initial availability of funds under the Financing Agreements; Request you to link the fulfillment of all the conditions precedent under the clause 4.1.3 of Draft Concession Agreement for the achievement of Financial Close in lieu of the initial availability of funds under the Financing Agreements and modify the definition as; “Financial Close” means the fulfillment of all conditions precedent under the clause 4.1.3 of the concession agreement by the Concessionaire; “Total Project Cost” means the lowest of......</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>56.</td>
<td>Definition</td>
<td>“Adjusted Equity” means the Equity funded in Indian Rupees and</td>
<td>As per RFP.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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</table>
| 405   | (Adjusted Equity) | adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:  
(a) on or ........ between the first day of the month of Appointed Date and the Reference Date;  
(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on Project Completion Date shall be deemed to be the base (the “Base Adjusted Equity”) and the ........ between Project Completion Date and the Reference Date;  
(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.30% (zero point three zero per cent thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date.  
For the purpose of calculating Adjusted Equity from COD and until the 4th anniversary thereof, base Adjusted Equity is being revised at the commencement of each month following COD to the extent of variation in WPI, however, after the 4th anniversary of COD, the revision is not monthly, the WPI variation between COD and Reference Date is being |
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<tr>
<td></td>
<td>taken into account.</td>
<td>We request you to make the following amendments:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot;after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.30% (zero point three zero per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date&quot;.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Definition</strong> (Change in Law)</td>
<td>Change in Law means the occurrence of any of the following after the date of Bid:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(e) any change in the rates of any of the Taxes that have a direct effect on the Project;</td>
<td>Kindly clarify whether the below mentioned event constitute a Change in Law:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>“A permissible deduction/exemption which was previously available to the Bidder and had been taken into account by the Bidder in his Bid and which subsequently becomes unavailable.”</td>
<td>Definition of “Change in Law” is self explanatory.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Definition</strong></td>
<td>Encumbrances.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td></td>
<td>Kindly include physical encumbrances in the definition of Encumbrances.</td>
<td></td>
<td></td>
</tr>
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<td>-----------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>59.</td>
<td>Clause 48.1</td>
<td>Definition of Cars in the DCA includes three wheelers. However as per the toll   Toll Rule applicable is self</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Policy the three wheelers are exempted from payment of Toll. Kindly explainatory. explanatory.</td>
<td></td>
</tr>
<tr>
<td>60.</td>
<td>Clause 48.1</td>
<td>Definition of &quot;Light Commercial Vehicle&quot; or &quot;LCV&quot;                                  Definitions given at clause 48.1 of DCA is self</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Definition of LCVs in the DCA includes Tractor with Trailer. However as per the Toll Rule applicable is self</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Definition of LCV in the toll policy Tractor with Trailer is not included in the Definitions given at clause 48.1 of DCA is self</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LCVs. Please clarify.                                                            explanatory.</td>
<td></td>
</tr>
</tbody>
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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
### RFP VOLUME III - SCHEDULES:

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Four Lining of Gomati Chaura - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>1.</td>
<td>Volume III, Schedule B</td>
<td>In page B-5 the existing and proposed Chainage details indicates 1 realignment and two bypasses and in Appendix B-III of page B-10 indicates one bypass and three realignments. There is an ambiguity between these two and kindly clarify.</td>
<td>Ref. Corrigendum to Schedule.</td>
</tr>
<tr>
<td>2.</td>
<td>Volume III, Schedule B</td>
<td>In typical cross sections (page B-7, S. No. 44) h. 220+983 to ch. 221+053 shown as TS16 with service road on RHS only. However, in Appendix-B IV (page B-11, S. No.4) indicates with a provision of service road on both hand sides please clarify.</td>
<td>Ref. Corrigendum.</td>
</tr>
<tr>
<td>3.</td>
<td>Volume III, Schedule B</td>
<td>In typical cross section (page B-7, S. No. 47) Ch. 222+083 to Ch. 222+393 shown as TS8 with no service road on BHS. However, in Appendix-B IV (page B-11, S. No.5) indicates with a provision of service road on both hand sides. Please clarify.</td>
<td>Ref. Corrigendum.</td>
</tr>
<tr>
<td>4.</td>
<td>Volume III, Schedule B</td>
<td>In Appendix-B IV (page B-11) details of service roads the total length of service road indicated as 21.61km. And this length is for one side only. So as per schedule B service road provided on both side and this total length will comes 2x21.61=43.22km. Please clarify.</td>
<td>Ref. Corrigendum.</td>
</tr>
<tr>
<td>5.</td>
<td>Schedule A, Page A-3</td>
<td>Clause 4 .......The site includes following major bridges....... Kindly provide the GAD of existing and proposed major bridges.</td>
<td>Soft copies of GADs are on tendering portal of NHAI web site. It may kindly be noted that it is responsibility of concessionaire to design all structures as per Schedule D.</td>
</tr>
<tr>
<td>6.</td>
<td>Schedule-B, Page B19</td>
<td>Appendix B- X...... Kindly confirm the provision of service road in case of cattle under pass.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>7.</td>
<td>C 11.0 Sch C page C-2</td>
<td>Project facilities....... We presume that the scope mentioned in schedule C is authentic and any variation in the same will form a change of scope as per CA.</td>
<td>Ref. Corrigendum.</td>
</tr>
<tr>
<td>S. No.</td>
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</tr>
<tr>
<td>9.</td>
<td>Schedule B, Page B3</td>
<td>Clause 4.2 Alignment plan &amp; longitudinal section: (a) Minimum FRL given in enclosed drawing shall be achieved by concessionaire. As the project is on DBFOT, We presume that concessionaire can alter the FRL keeping minimum HFL level of SC bottom. Kindly confirm.</td>
<td>The highway components shall be designed in accordance with Schedule D as per provision of Schedule B. The minimum FRL had been given as guidance and should be followed in general. The concessionaire can revise them profile only under avoidable circumstances with prior approval of IE/NHA as per site requirement.</td>
</tr>
<tr>
<td>9.</td>
<td>Schedule-B, Page B4</td>
<td>Clause no.4.13 — Entry &amp; Exit Ramps</td>
<td>As per RFP. Length of service roads is excluding the entry/exit ramp.</td>
</tr>
<tr>
<td>10.</td>
<td>Schedule B, Appendix-B-V, Page B-12</td>
<td>Status of Forest block area</td>
<td>Under process.</td>
</tr>
<tr>
<td>11.</td>
<td>Schedule B, Appendix-B-IX, Page B-18</td>
<td>Appendix-B-IX - Proposed width of structure. We presume that proposed width of structure is inclusive of median. Kindly clarify.</td>
<td>Total width of VUP is including width of median. PI refer corrigendum to Appendix B-IX.</td>
</tr>
<tr>
<td>12.</td>
<td>Schedule B, Appendix-BX, Page No. B-19</td>
<td>Height of CUP</td>
<td>Confirm. As per Schedule-B.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chaura - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design-Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>13</td>
<td>Schedule-B, Appendix-BXII Page No. B-33</td>
<td>Proposed height of CUP is more than SP-84's Specification. Please confirm if the same is correct.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>14</td>
<td>Schedule-Appendix-BXIV, Page B40</td>
<td>Requirement of addition CD structures not covered. Same shall not be treated in change of scope. We presume that proposed nos of CD structures only authentic. Any additional CD structures will be treated under the change of scope. Kindly clarify.</td>
<td>As this is the Elevated Flyover, Concessionaire may design their own type of superstructure without changing the span arrangement and overall length of bridge with prior approval of IE/NHAI.</td>
</tr>
<tr>
<td>15</td>
<td>Schedule-B, Appendix B-XV Page B42</td>
<td>Tunnel length. Indicative length of tunnel is minimum. As change of scope of work. We presume that proposed length of tunnel is fixed. Any change in length will be treated as the change of scope. Please confirm.</td>
<td>The indicated length of Tunnel is minimum and any deviations in proposal will not be considered as change of scope of work.</td>
</tr>
<tr>
<td>16</td>
<td>Schedule-B, Page B3</td>
<td>Clause 4.1 Typical Cross Section. (b) We understand that the enclosed typical cross sections are only for guidance and are not binding; concessionaire will be allowed to develop the cross section as per the project requirement in accordance with Schedule-B &amp; D and as per provisions made in IRC-SP 84. Please confirm. (c) In case it is compulsory that the concessionaire should adopt the same cross section, please confirm if any variance required due to the prevailing field conditions will be covered under change of scope.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>S. No.</td>
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<tr>
<td>17.</td>
<td>Schedule-B, Page B20</td>
<td>Appendix B- A1, XII</td>
<td>Concessionaire may design their own type of super structure &amp; span arrangement without changing overall length of bridge with prior approval of IEN/HAI.</td>
</tr>
<tr>
<td>18.</td>
<td>Schedule-B</td>
<td>Appendix-B XIII-Table 63-Reconstruction scheme for culverts</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>19.</td>
<td>Schedule-B</td>
<td>Many places in details in the table it is mentioned to widen the culverts. Please confirm if all the culverts are to be reconstructed. Also please confirm that if concessionaire establishes that certain culverts are in good condition and need not be reconstructed, then whether it will be allowed?</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>21.</td>
<td>Schedule B</td>
<td>Kindly provide the Geotechnical details for the Tunnel and Elevated structures for the Project highway</td>
<td>No Geotechnical Investigation has been carried out by NHAI for Tunnel and Elevated Structures. Since DBFOT Project, Concessionaire shall make his own assumptions for design and construction. This shall not be treated as any change of scope of Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis.</td>
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<tr>
<td>22.</td>
<td>Schedule B-VIII, IX, X, XI, XII, XIII, XIV, XV</td>
<td>Please provide the GAD's of the structures</td>
<td>Soft copies of GADs are on E-tendering portal of NHAI web site. It may kindly be noted that it is responsibility of concessionaire to design all structures as per Schedule D.</td>
</tr>
<tr>
<td>23.</td>
<td>Schedule C</td>
<td>Kindly Provided the no. of lanes for each Toll Plaza</td>
<td>To be designed by the Concessionaire as per Schedule D.</td>
</tr>
<tr>
<td>24.</td>
<td>Schedule B, Annexure I, Page no B4, clause 4.15</td>
<td>Please specify the details of utilities to be accommodated both over as well as underground</td>
<td>All utilities shifting estimate has been obtained from concern authority.</td>
</tr>
<tr>
<td>25.</td>
<td>Schedule B, Appendix B1 &amp; B1V</td>
<td>Chainage of service road given in Appendix B1V does not match with Cross Section schedule given in Appendix B1. Please confirm Appendix B1V details of service road shall prevail for providing service road length &amp; TCS shall be modified accordingly.</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>26.</td>
<td>Schedule B, Appendix B1, TCS Schedule</td>
<td>For Chainage 222393 to 223293 which is actually VUP approach and in plan profile retaining wall is shown but in TCS Schedule TCS-5 specified. It should be TS 11 Please confirm</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>27.</td>
<td>Schedule B, Appendix B1, TCS Schedule</td>
<td></td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
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</tr>
<tr>
<td>28.</td>
<td></td>
<td>For about 9.5 Km. Section type TS7 is shown in cross section schedule which says concentric widening but as per P &amp; P, it is proposed as eccentric widening Please clarify which will prevail. Some examples are as follows CH 191793 to 192380 CH 195260 to 196375 CH 199830 to 200220 CH 202100 to 202500</td>
<td>Pl. refer TS - 11.</td>
</tr>
<tr>
<td>29.</td>
<td></td>
<td>Schedule B, Appendix BVII, Flyover Width of Flyover indicated in appendix BVIII is 2 x 15.5 m The TCS for approaches of Flyover is not Provided Please provided.</td>
<td>Pl. refer Corrigendum.</td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td>Schedule B, Appendix BIX, vehicular underpasses Width of vehicular underpass indicated in appendix BIX is 22m / 22.5m / 20m In TCS 11 the width indicated is 11.5 m /975+2 = 11.75 m /875+2 = 10.75 m Please rectify the discrepancy between TCS and appendix BIX</td>
<td>Pl. refer Corrigendum.</td>
</tr>
<tr>
<td>31.</td>
<td></td>
<td>Schedule B, Cross Section drawings Drawings of TS7 &amp; TS 9 are exactly same. Please clarify what is the difference between TS 7 &amp; TS 9.</td>
<td>Pl refer corrigendum to Schedule.</td>
</tr>
<tr>
<td>32.</td>
<td></td>
<td>Schedule B Reconstruction Stretch W Beam crash Barrier is shown in Earthen Shoulder in TS 6A which is road in cutting and no crash Barrier is shown on valley side in TS6. In our opinion, it should be reverse i.e., Crash Barrier is required in valley side Please clarify</td>
<td>Please refer Corrigendum</td>
</tr>
</tbody>
</table>
In most of the stretches, the proposed formation level is raised with respect to the existing road level for improving the longitudinal profile. The difference between the existing road and proposed level is such that it is very difficult to do the overlay and the reconstruction may be required for the existing road also. Please clarify or mention the reconstruction area in the Schedule B.

Schedule B Appendix B111

Some additional culverts at the following locations (approx.) are found at sites which are not included in the schedule of culverts.

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Location (Existing Km.)</th>
<th>Type of Culvert</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>194.800</td>
<td>Under stagnant water</td>
</tr>
<tr>
<td>2</td>
<td>194.950</td>
<td>Buried under earth Only parapet is visible</td>
</tr>
<tr>
<td>3</td>
<td>196.850</td>
<td>1.20 m span slab culvert</td>
</tr>
<tr>
<td>4</td>
<td>201.890</td>
<td>1.00 m dia pipe culvert (3 nose pipe)</td>
</tr>
<tr>
<td>5</td>
<td>202.060</td>
<td>1.00 m dia pipe culvert (3 nos pipe)</td>
</tr>
<tr>
<td>6</td>
<td>203.500</td>
<td>1.00 m dia pipe culvert (1 no pipe)</td>
</tr>
<tr>
<td>7</td>
<td>206.590</td>
<td>Buried under earth Only parapet is visible</td>
</tr>
<tr>
<td>8</td>
<td>213.990</td>
<td>2.00 m span slab culvert</td>
</tr>
<tr>
<td>9</td>
<td>216.600</td>
<td>1.40 m span slab culvert</td>
</tr>
<tr>
<td>10</td>
<td>217.600</td>
<td>Buried under earth Only parapet is visible.</td>
</tr>
<tr>
<td>11</td>
<td>221.400</td>
<td>1.20 m dia pipe culvert (1 no pipe)</td>
</tr>
<tr>
<td>12</td>
<td>222.026</td>
<td>2.00 m span slab culvert</td>
</tr>
<tr>
<td>13</td>
<td>222.300</td>
<td>1.20 m span slab culvert</td>
</tr>
<tr>
<td>14</td>
<td>222.650</td>
<td>Arch culvert (only crown is visible)</td>
</tr>
<tr>
<td>15</td>
<td>223.420</td>
<td>1.20 m span slab culvert</td>
</tr>
</tbody>
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<td>34.</td>
<td>Schedule B Appendix B 14.1 3-2</td>
<td>Different type of cross section developed in different segment of the project length is illustrated in an indicative manner in Appendix.</td>
<td>To be designed as per Schedule D of RFP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly clarify us a) Proposed sectional drawing with their chainage alignment are given in table, Shows the Width of Paved part and conceptual part of pavement crust, it does not give any thickness of pavement composition. So it will be designed as per traffic survey data conducted by the Concessionaire, so is there any minimum crust criteria or we can design as per traffic data and its Projections.</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Schedule B Appendix B 11 4.2 8-3</td>
<td>Alignment vertical Plan is given in App B-11 and the FRL need to be achieved by concessionaire. V The Plan and Profile shows the OGL and FRL it does not give the true topography of area, like Toe Width, Level of Toe, Achievable minimum toe width, type of toe retaining wall and neither it indicates the position of Proposed Centre line from edge of valley, so please provide us detailed existing X-sectional OGL to evaluate Cut fill and also provide us the Nature of Soil available in ROW.</td>
<td>Typical Cross Sections are provided. Concessionaire to develop detailed based on his own Detailed Topo Survey.</td>
</tr>
<tr>
<td>36.</td>
<td>Schedule B Appendix B 111 43 8-3</td>
<td>There is one Bypass and Three Proposed section realignment in the Project highway The details are given in Appendix-Bill. Realignment is showing the Shorter length of Design Chainage in comparison of Existing One, Please clarify this, actual status and detailed topography of Realignment Part 186+350 to 186+850. Now the New alignment ends at 186+200, is the point 186+950 is coinciding with Design Chainage 186+200. Also Provide the Distance between ECI and RCL @ 25mtr interval.</td>
<td>PI refer corrigendum to Schedule. Alignment Plans have already been uploaded on E-tendering portal of NHAI Website.</td>
</tr>
<tr>
<td>37.</td>
<td>Sch-B/B-11 Appendix B-I Appendix-B-IV</td>
<td>TCS Schedule and Service Road Schedule do not match at certain locations. For E.g. SR is provided from Design 1 - Ch.191793 to 205+793 as per SR Schedule but as per TCS schedule TCS-5 is applicable from design ch. 191+793 to</td>
<td>PI refer corrigendum.</td>
</tr>
</tbody>
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<td></td>
<td></td>
<td>191+893 which is without SR. (Hence a mismatch of 200 mtr in length of SR)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2- Ch.223+053 to 221+543 is not included in SR detail while TCS 13 is Applicable in TCS Schedule which is with SR.</td>
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<td></td>
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<td>3— Ch. 223+293 to 223+393 is included in SR detail but TCS-3 is mentioned in TCS Schedule which is without SR (Mismatch of 200 mtr)</td>
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<td>4— Similar mismatches in 224+288 to 225+288, — 232+660 to 232+710 also.</td>
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<td>Please synchronize the TCS Schedule and SR schedule as per design/proposals.</td>
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<tr>
<td>38.</td>
<td>Sch-B/B-II Appendix B-I Appendix-B-IV</td>
<td>As per TCS 16 only one side SR is proposed which is also the Existing Road, while in SR road Detail from Ch. 220+983 to 221+053 are both side SR is given, which is a mismatch.</td>
<td>Pl refer corrigendum.</td>
</tr>
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<td></td>
<td></td>
<td>Please Clarify as the service road Schedule is not matching with the proposed cross section.</td>
<td></td>
</tr>
<tr>
<td>39.</td>
<td>Sch. B/B-S &amp; Sch. D Annex 1 Cl 7</td>
<td>According to the Schedule B &amp; D type (RSS, Stone Masonry) of drain to be constructed is mentioned but being a DBFOT project the Concessionaire should be given freedom to design type and size of drain as per requirement.</td>
<td>As per RFP, corrigendum and IRC-SP-84 2009.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Please reconfirm</td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>Sch B/R-1R</td>
<td>Proposed VUF at Ch. 222+000 but TCS-11 should be Applicable but TCS-5 (Concentric Widening) is mentioned in TCS Schedule.</td>
<td>Pl refer Corrigendum.</td>
</tr>
</tbody>
</table>

Four Lining of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>41.</td>
<td>Sch-B/B46</td>
<td>Type TS:8 is not specified as open country/Built up and earthen shoulder(2.0m)/paved shoulder (2.0m) is not shown as per manual. Also no such deviation found in Schedule-D in this regard.</td>
<td>Please refer Addendum.</td>
</tr>
<tr>
<td>42.</td>
<td>Sch-B/Appendix VIII</td>
<td>Flyover at CH 208+690 is only 3 lane but in TCS schedule it is shows as 6 lane flyover.</td>
<td>The Flyover at CH 208+690 is of 3 - Lane as mentioned in Appendix – BVIII.</td>
</tr>
<tr>
<td>43.</td>
<td>Article-A, Appendix- BXII</td>
<td>The types of Superstructure &amp; Span Arrangement for Minor Bridge at CH 245.329 have been mentioned in Schedule-B as RCC Solid Slab with 20.0m span length. We understand that as being a DBFOT pattern, concessionaire is free to opt for appropriate type of Super Structure &amp; Span Arrangement as per Manual of Specifications.</td>
<td>Concessionaire may design their own type of super structure &amp; span arrangement without changing overall length of bridge with prior approval of IE/NHAI.</td>
</tr>
<tr>
<td>44.</td>
<td>Clause 7.15, Manual of Specification for 4 Lanning, IRC:SP-84:2004</td>
<td>Reinforced Earth Retaining Structure shall not be provided for height more than 6.0m unless otherwise specified. The provision of RE wall has been made in TS-11 for the FO/Underpass Approaches with RE wall which seems to have height more than 5.0m. Kindly confirm,</td>
<td>Please refer corrigendum.</td>
</tr>
<tr>
<td>45.</td>
<td>Clause 7.12.1, Manual of Specification for 4 Lanning, IRC:SP-84:2004</td>
<td>Suitable ladder shall be installed permanently in all bridges for bearing inspection as per 4 lanning Manual of Specification.</td>
<td>As per Schedule D.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>46.</td>
<td>Article - A, Appendix - EVIII, Schedule-B</td>
<td>The total proposed width of structure has been mentioned as 2x15.5m &amp; 1x15.5m for S. No. 1 to 3 &amp; 4 respectively. We understand that for Flyovers, footpath is not required and hence the width of structure is required to be confirmed, Also as per 6 Lanning Manual IRC SP 87 width of flyover to cater 3 lane carriageways is mentioned as 13.4 mtr. Also the approaches for the same are of 12 m width (4 Lane) with Retaining/RE wall at edge with no provision for future widening. Kindly confirm the overall width of Flyover.</td>
<td>No Change.</td>
</tr>
<tr>
<td>47.</td>
<td>Article-B, Appendix BXIII, Schedule-B</td>
<td>As per footnote, the additional culvert provided at the location of major/ minor junction, bypass, utility purpose etc. to be decided in consultation with IC. We understand that the numbers &amp; type of culverts may vary any extent as there are 14 major, 69 minor junctions and the length of bypass is around 17.01 km. Moreover the type &amp; size the utility ducts with spacing is required to be mentioned in the Schedule to avoid the Further complication with IC. Kindly provide the numbers, type, size of culverts at the location of the major/minor junctions, bypass, utility purpose etc.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>48.</td>
<td>Clause-2, Annexure-I, Schedule-A</td>
<td>Existing ROW for the stretch Km 177-180, 230-260 is required to be given in Schedule-A Kindly provide the details.</td>
<td>Available ROW is in the range of 45m.</td>
</tr>
<tr>
<td>49.</td>
<td>Article-D, Appendix BXII, Schedule-B &amp; Article-I, Appendix BI, Schedule-B</td>
<td>As per the article, minor bridges at km 180.035, 182,530, 188.590, 189.330, 235.965 seem to be widened concentrically with rehabilitation measures to accommodate 4 lane configuration while as per TCS Schedule, it fall under eccentric widening. Kindly confirm the widening scheme.</td>
<td>Existing bridge shall be widened to accommodate 4 Lane configuration. i.e. 2 x 12.00 m, however type of widening will be as per relevant TCS given in Appendix BI.</td>
</tr>
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<td>50.</td>
<td>Article-i &amp; 2, Appendix - Bill, Schedule-U &amp; Article-B, Appendix BXII, Schedule-B</td>
<td>As per these articles, the existing Arch type minor bridge falls in realignment as well as in reconstruction. The mismatch is required to be rectified.</td>
<td>Pl refer corrigendum.</td>
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<td></td>
<td></td>
<td>Kindly clarify</td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>Article-i, Appendix BI, Schedule-B, Page B-12, Appendix By, Schedule-B &amp; Page B-43, Schedule-B</td>
<td>TS-7 &amp; 9 seems to be identical &amp; moreover the total width of the cross section is not accommodating within proposed ROW i.e. 45.0 m. Also, the proposed ROW shown in table at page B-12 mismatch with the ROW shown in TCS.</td>
<td>Pl refer corrigendum.</td>
</tr>
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<td></td>
<td></td>
<td>Kindly clarify</td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>Article-1,Appendix-81, Schedule-B &amp; Page B-12, Appendix B', Schedule-B</td>
<td>The proposed ROW shown in table at page 8-12 mismatch with the ROW shown in TCS</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly clarify</td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>Page B-18, Appendix-BIX, Schedule-B &amp; Page B-49, Schedule-B</td>
<td>As per TS-11, the structure width for proposed VUP comes out to be 22.5m while in table shown at page 8-18. The structure width of VUPs at Km 221700, 225.740 &amp; 233.043 has been mentioned as 22.0m &amp; 20.0m. The breakup of structure width as 22,0m &amp; 20.0m is required to be provided.</td>
<td>Pl refer attached corrigendum.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly provide the breakup.</td>
<td></td>
</tr>
<tr>
<td>54.</td>
<td>Article-Al &amp;B, Appendix-BXII, Schedule-B &amp; Article-i, Appendix-</td>
<td>The proposal of MJBR seems to be retained with rehabilitation measures of existing bridge Stan additional new 3 lane bridge is proposed for new construction while as per TCS schedule, it falls in concentric widening. The mismatch is required to be modified.</td>
<td>Pl refer corrigendum.</td>
</tr>
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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>55.</td>
<td>Article-A Appendix-BXII, Schedule-S &amp; Page B-10, Appendix-Bill, Schedule-A</td>
<td>The location of newly proposed MNBR at Ch. 254.875 under Realignment-3, mismatches with the details of Bypass/Realignment shown in Appendix-B.</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>56.</td>
<td></td>
<td>The chainage mentioned in Typical cross sections (TCS: 13, TCS:14, TCS:15 and TCS:15 (Page B-50 to B-51)) are not matching with the typical cross section details given in Appendix-BI (page B-6 to B-8). Please Clarify.</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>57.</td>
<td></td>
<td>Cross Section for VUP @ Ch: 222+803 is mentioned as TCS-5 typical cross section details given in Appendix-BI (page B-6 to B-8), whereas TCS-5 stands for Typical Cross Section for Concentric Widening. Please Clarify.</td>
<td>PI, refer Corrigendum.</td>
</tr>
<tr>
<td>58.</td>
<td></td>
<td>Cross Section for Cattle underpass @ Ch: 252+640, Ch:252+700, Ch:253+625 &amp; Ch:254+525 is given as TCS-6 as per typical cross section details given in Appendix-BI (page B-6 to B-8), whereas TCS-6 stands for Typical Cross Section for New Construction in Hill Section. Please Clarify.</td>
<td>No Change.</td>
</tr>
<tr>
<td>59.</td>
<td></td>
<td>As per Typical Cross Section 13 from 221+053 to 221+793 (Page B-50) stands for RE Wall &amp; Service Road on both sides whereas the service road starts from 221+543 and ends at Km 223+393. Please clarify.</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>60.</td>
<td></td>
<td>As per Details of Service Road (Appendix B-TV Page B-II) service Road Chainage is 221+543 to 223+393, whereas as typical cross section details given in Appendix-BI (page B-6 to B-8) is TCS-5, where as TCS-5 stands for Typical Cross Section for Concentric Widening. Please Clarify.</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>61.</td>
<td></td>
<td>The chainage as per Details of Service Road (Appendix B-TV Page B-II) and typical cross section details given in Appendix-BI (page B-6 to B-8) are not matching. Please Clarify.</td>
<td>PI refer corrigendum.</td>
</tr>
<tr>
<td>62.</td>
<td></td>
<td>As per Service Road details Chainage is 224+288 to 225+288 Length - 1.0 Km whereas as per TCS details Service Road chainage is 224+338 to 225+238 Length.</td>
<td>PI refer corrigendum.</td>
</tr>
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<tr>
<td>63.</td>
<td></td>
<td>As per Service Road details Chainage is 231+710 to 232+710 Length - 1.0 Km whereas as per TCS details Service Road chainage is 231+710 to 232+660 Length - 0.95 Km, the difference in length is 100m. Please clarify?</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td>64.</td>
<td></td>
<td>The vertical clearance of cattle underpass as per details of proposed underpass - Appendix BX page B-19 is 7m. Where as in General the minimum vertical clearance for cattle underpass is 3.0m. Please clarify?</td>
<td>Refer Addendum to Schedule-D.</td>
</tr>
<tr>
<td>65.</td>
<td></td>
<td>As per Schedule-D deviations from manual Sl. No. 4 Nathdwara Elevated Road Structure modified provision is 4 Lane without footpath (Page-D3), where as Typical Cross Section (Type:TS-14 page B-50) shows footpath on RHS. Please clarify?</td>
<td>TS14 is applicable after end of Nathdwara Elevated Structure. Further it is clarified that the deviation shown in Schedule is applicable for TS-15.</td>
</tr>
<tr>
<td>66.</td>
<td>Schedule B, Appendix Bl, TCS Schedule</td>
<td>The TCS Type &amp; its Chainage mentioned in the table does not match with the chainage mentioned in the Plan &amp; Profile and TCS Drawings (TCS 13, 14, 15 &amp; 16). Kindly modify.</td>
<td>Pl refer to corrigendum.</td>
</tr>
<tr>
<td>67.</td>
<td>Schedule B, TCS 11</td>
<td>As per TCS Schedule total length of TCS 11 is 6600 m, please confirm that total length of stretch where earth is to be retained by RE Wall is 8600m only.</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td>68.</td>
<td>Schedule B, TCS 12</td>
<td>This TCS 12 type has not been used in TCS Schedule. Please modify.</td>
<td>As per RFP. However, the corresponding TCS given at Annexure B-1 shall be applicable.</td>
</tr>
<tr>
<td>69.</td>
<td>Schedule B, TCS 14</td>
<td>As per TCS -14 Retaining wall &amp; Pitching has been shown. The length of this cross section 398 m please confirm that the pitching &amp; retaining wall to be provided in 398 m length only.</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td>70.</td>
<td>General Drain</td>
<td>Concessionaire may please be given option to adopt any type of Pakka Drain, such as Stone masonry / CC Drain / RCC Drain as per the suitability</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>71.</td>
<td>Entry Exit Ramp</td>
<td>No entry exit ramp has been envisaged in the project please confirm.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>72.</td>
<td>Schedule B, Appendix BV, Detail of Proposed ROW</td>
<td>Proposed ROW mentioned appear to be insufficient at critical location where height of cutting or filling is high. Also, ROW width of 150m at the Toll Plaza locations may be acquired considering future widening, etc.</td>
<td>No Change.</td>
</tr>
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<tr>
<td>73.</td>
<td>Schedule B, Appendix BVII to BXVI GS/VUP/CUP/curved flyover/bridge - The table indicate the span and type of superstructure.</td>
<td>As this is a DBFOT project, Concessionaire may be given free hand to decide for alternative span arrangements / type of superstructure as per his design as per provisions of the Concession Agreement keeping the total length of structure as same. Please mention that the span arrangement shown and superstructure type mentioned are indicative only.</td>
<td></td>
</tr>
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<td></td>
<td>Sight Distance Clause 2.9.5, Table 2.7 of IRC SP 84 - As per Vertical Alignment details at several location the provisions as mentioned in Sight Distance clause has been deviated from the table 2.9.5 Please confirm that the Concessionaire has to follow the profile as per NHAI Feasibility report.</td>
<td>Concessionaire may design their own type of super structure &amp; span arrangement without changing overall length of bridge with prior approval of IE/NHAi.</td>
<td></td>
</tr>
<tr>
<td>74.</td>
<td>Schedule D - Deviations -</td>
<td>Pl refer to corrigendum.</td>
<td></td>
</tr>
<tr>
<td>75.</td>
<td>Schedule D deviation gradient clause 2.9.6.2, Table 2.8</td>
<td>Please confirm that the Concessionaire has to follow the profile as per NHAI Feasibility report with steep gradients in mountainous terrain. The highway components shall be designed in accordance with Schedule D as per provision of Schedule B. The minimum FRL had been given as guidance and should be followed in general. The concessionaire can revise them profile only under avoidable circumstances with prior approval of IE/NHAi as per site requirement.</td>
<td></td>
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<td>76.</td>
<td>Schedule-D annex I deviation S.O.S pavement design</td>
<td>MSA on service road in km191.798 to 205.793 is mentioned to be adopted as main carriageway – The MSA to be adopted for service road, as per IRC SP 84 is 5 MSA and as per IRCSP 87 it is 10 MSA. Please review the provision.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>77.</td>
<td>Volume-III, Schedule B Appendix B V</td>
<td>Details of Proposed ROW</td>
<td>Proposal for forest land submitted to concerned Out of 474 Hac. Of land requirement 275 Hac. Land in possession and process of 3A is in progress for 199 Hac. Of Land. will be made available as per article 10.3 of DCA.</td>
</tr>
<tr>
<td>78.</td>
<td>Volume-III, Schedule B Appendix BXIV</td>
<td>Details of Proposed Elevated Flyover</td>
<td>As this is the Elevated Flyover, Concessionaire may design their own type of super structure without changing the span arrangement and overall length of bridge with prior approval of IE/NHAI.</td>
</tr>
<tr>
<td>79.</td>
<td>Volume-III, Schedule B Appendix BXV</td>
<td>... The indicated length of Tunnel is minimum and any deviations in proposal will not be considered as change of scope of work. We understand that the minimum length of tunnel to be considered is 450m. However, as NHAI has not carried out any geo-technical investigation. Further, as</td>
<td>No Change. As per RFP.</td>
</tr>
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<tr>
<td>80.</td>
<td>Volume-III, Schedule C; Annex-I and Schedule R</td>
<td>this is a forest area and it will be difficult for the bidder to carry out any geotechnical investigation. We therefore request that any variation in the length of tunnel should be considered as change of scope.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In Schedule C Location of Toll Plaza is mentioned at Km 187.244 and Km 238.170 while in Schedule R it is at Km 188.000 and Km 239.100</td>
<td>Please confirm the final location of Toll Plaza.</td>
<td></td>
</tr>
<tr>
<td>81.</td>
<td>Plan &amp; Profile Drawings</td>
<td>Drg. No SAI-2721/FPPR/C/H/PP-26 [KM 202/000 TO KM 203/000] shows realignment from about km.202/100 to km 202/460. This realignment is not covered in the Schedule B. Please confirm.</td>
<td>Pi refer to corrigendum.</td>
</tr>
<tr>
<td>82.</td>
<td>Plan &amp; Profile Drawings</td>
<td>Drg. No SAI-2721/FPPR/C/H/PP-45 [KM 221/000 TO KM 222/000] shows realignment from about km.221/000 to km 221/550. This realignment is not covered in the Schedule B. Please confirm.</td>
<td>Pi refer to corrigendum.</td>
</tr>
<tr>
<td>83.</td>
<td>B-11</td>
<td>Appendix B-IV Details of Service Roads</td>
<td>Total Length of Service road is 2X21.61KM = 43.22KM.</td>
</tr>
<tr>
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<td>Length of Service Roads specified in the table is 21.61kms and the column “Side” mentions “Both”, in that case the total length of Service road would be 43.22kms. Kindly clarify the exact length of Service Road. Also in case the Service Roads is 43.22kms, the same has been taken to compute Total Project cost. Kindly clarify.</td>
<td>Total Project cost is inclusive of cost of service road.</td>
</tr>
<tr>
<td>84.</td>
<td>B-17, B-20, B-22, B-23, B-24, B-40</td>
<td>Appendices related to major and minor bridges, flyovers</td>
<td>Proposed span arrangement is used as expansion joint for Major bridge, Minor bridge &amp; Flyover.</td>
</tr>
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<td>85.</td>
<td>B-18</td>
<td>Sch-B, Appendix IX</td>
<td>Minimum Clearance as per IRC:SP:84-2009 to be provided.</td>
</tr>
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<tr>
<td>86.</td>
<td>B-6, B-17</td>
<td>Sch-B, Appendix - B1, Appendix-BVIII</td>
<td>Width is as per Appendix - BVIII.</td>
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<tr>
<td>87.</td>
<td>Schedule B-Appendix BX, Page B20</td>
<td>Cattle Underpass</td>
<td>Refer Addendum to Schedule-D.</td>
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<tr>
<td>88.</td>
<td>Appendix B-XI page B-21</td>
<td>Repaired/ Rehabilitation/ widening of Existing Major bridge</td>
<td>Concessionaire is required to assess the requirement of rehabilitation of structures keeping in view the full concession period.</td>
</tr>
</tbody>
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<td><strong>Hence the life by end of concession period would be approx. 75 to 80 years</strong>&lt;br&gt;<strong>We understand the extent of rehabilitation for each bridge indicated for Major Bridges is the Scope of work.</strong> We request the Authority that in case of any event on the bridge apart from scope of work mentioned to compensate the Concessionaire. Kindly confirm.</td>
<td>The details as per Appendix BXIII, Schedule –B are to be followed. Any change in nos. of CD Structures as per site requirement shall not be treated as change of scope.</td>
</tr>
<tr>
<td>89.</td>
<td>B - 33</td>
<td>&quot;In addition to above culverts, cross road culverts shall be provided at the location of major junction / minor junction / bypass / utility purpose etc. The location of such culvert shall be decided in consultation with IC.&quot;&lt;br&gt;&quot;Requirement of additional Cross Drainage structure not covered in above tables if any shall be got approved from IC, and same shall not be treated as change in scope of work.&quot;</td>
<td></td>
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<td></td>
<td></td>
<td>We kindly request to provide the locations and the numbers of culverts to be provided at location of major junction / minor junction / bypass / utility purpose etc. And also kindly clarify if the cost of the same is considered in TPC. Request Authority to provide the number of Additional cross drainage structure. And also kindly clarify if the cost of the same is considered in TPC and beyond these numbers all other cross drainage structures would be treated as change of scope.</td>
<td></td>
</tr>
<tr>
<td>90.</td>
<td>Appendix BXIV</td>
<td>Since it is DBFOT scheme, we presume that the concessionaire can modify the span arrangement keeping the viaduct length same.</td>
<td>As this is the Elevated Flyover, Concessionaire may design their own type of super structure without changing the span arrangement and overall length of bridge with prior approval of IE/NHAI.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (ToI) Basis
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>91.</td>
<td>B-42 Appendix B XV</td>
<td>Tunnel length mentioned as 450m, we presume that this length includes the portals at two ends. We request the length of portals at two ends be defined clearly.</td>
<td>Tunnel length is indicative. Concessionaire shall perform tunnel design to determine actual length of Tunnel. This shall not be treated as any change of scope of work.</td>
</tr>
<tr>
<td>92.</td>
<td>B-42 Appendix B XV</td>
<td>We request to provide Geotechnical investigation data for tunnel portion. Also we request Authority to provide the methodology to be adopted for Tunnel construction</td>
<td>No Geotechnical Investigation has been carried out by NHAI for Tunnel. Since DBFOT Project, Concessionaire shall make his own assumptions for design and construction. This shall not be treated as any change of scope of work.</td>
</tr>
<tr>
<td>93.</td>
<td>B-42 Appendix BXV &amp; P &amp; P drawing</td>
<td>There is mismatch of Tunnel chain age in Plan &amp; profile drawings and chain age as indicated in Appendix BXV. Kindly Clarify.</td>
<td>PI refer corrigendum to Schedule.</td>
</tr>
<tr>
<td>94.</td>
<td>Page 45 TCS-6, 6A</td>
<td>1. The cross section specifies Sub Grade to be provided in the cutting portion not only in TCS 6 and 6A but in some cross sections in cutting. Kindly clarify the provision of the same.</td>
<td>As per RFP.</td>
</tr>
</tbody>
</table>

Four Lining of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHPD phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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</table>
| 95.    | Page B-44, 46, 47, 50 | 2. Cross section indicates RC / stone masonry for the slopes, since this is DBFOT project, we request the Authority to give the liberty to the concessionaire to design and in case the cross section is being followed it has significant impact on the costing. Kindly confirm.  
3. Foundation depth of 4m specified to retaining wall. As this is a DBFOT project and foundation depends on type of strata met with. Kindly delete the specified depth as same will be as per design. | It is a DBFOT project. Concessionaire may design their own. TCS 5, 7, 8, 9 and 13 are having median width of 2.0m with New Jersey Barrier with extended pavement in median. PI refer corrigendum. To be designed as per Schedule D. |
| 96.    | Page B-48 | 1. As per the cross section the median shown is 2m wide but kerbs are not shown. Kindly confirm that this cross section has to be followed.  
2. Bituminous Macadam is shown binder course for service road pavement if we design for 5MSA, DBM binder course required as per IRC:37. Please clarify. | Design to be done as per relevant codal provision/specifications. The minimum overall width of Tunnel should not be less than 16.5m. |

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td></td>
<td></td>
<td>New Jersey crash barrier is shown on both side of median</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>As per Manual IRC SP-84, single barrier of either W-beam or New Jersey type is to be provided. Kindly clarify</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. As per cross section retaining wall is shown. Kindly confirm that this retaining wall portion is only for overpass portion and is required for the entire length from km 221.548 to km 222.288 = 740m</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Retaining wall height of 10m maximum specified.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. This height depends on FRL of MCW and FRL of service road and depth of foundation. Kindly clarify</td>
<td></td>
</tr>
<tr>
<td>99.</td>
<td>Page B-50, 51</td>
<td>TCS: Type TS-14 &amp; 15</td>
<td>It is a DBFOT project. Concessionaire may design as per relevant standards and specifications. However, any change shall not consider as change in scope of work.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Length of pier specified as 8.5m and pier cap of 15.9m specified As this is a DBFOT project, the same be at the discretion of the concessionaire. Kindly clarify</td>
<td></td>
</tr>
<tr>
<td>100.</td>
<td>Page B-51</td>
<td>TCS-16</td>
<td>PI refer corrigendum to Schedule.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td></td>
<td></td>
<td>The cross section shows RE for the location which is in cutting which has been cross verified with Plan and Profile drawing provided by the Authority and at site. Kindly clarify</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td></td>
<td>Page B 56</td>
<td>TS 16</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The cross section TS-16 shows the road on RE wall from Km 221+478 to 221+548, but as per ground conditions it is in cut section, which has been reconfirmed from Plan &amp; Profile drawing provided. Kindly modify the Cross Section accordingly.</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td>102.</td>
<td>Appendix B-1 Page nos B-6 to B-8 and drawings on Page nos. B-50 B-51</td>
<td>Typical Cross Section</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td>103.</td>
<td>Design speed</td>
<td>As per clause 2.2.2 of IRC SP 84 Authority has to specify the design speed of for various terrains. Kindly indicate the terrain details and design speed to be adopted</td>
<td>Pl refer to IRC -SP -84 2009 Table 2.1.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/300 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tbody>
<tr>
<td>104.</td>
<td></td>
<td>Built up sections</td>
<td>Pl refer to Addendum.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As per clause 1.19.2 of IRC SP 84, the Authority has to specify the built-up sections in Schedule B.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly specify the same</td>
<td></td>
</tr>
<tr>
<td>105.</td>
<td></td>
<td>Raising of existing Road</td>
<td>Pl refer to Appendix B II of Schedule B.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As per clause 4.2.1 (ii) of IRC SP 84, the Authority has to specify &quot;Sections of existing road to be raised&quot;.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly provide the locations of existing road to be raised in Schedule B</td>
<td></td>
</tr>
<tr>
<td>106.</td>
<td></td>
<td>Reconstruction Stretch</td>
<td>Pl refer to Addendum.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As per clause 5.9.4 of IRC SP 84, the Authority has to specify &quot;Stretches to be reconstructed&quot;.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly provide the locations of existing road to be reconstructed in Schedule B</td>
<td></td>
</tr>
<tr>
<td>107.</td>
<td></td>
<td>Utility over Structure</td>
<td>Relocation of utilities shall be carried out as per Article 11 of DCA.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As per clause 7.1 (vii) of IRC SP 84, the Authority has to specify &quot;Utility services to be carried over the structures&quot;.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly provide the locations of the same in Schedule B</td>
<td></td>
</tr>
<tr>
<td>108.</td>
<td></td>
<td>Overhead Sign</td>
<td>Pl. refer Corrigendum</td>
</tr>
<tr>
<td>S. No.</td>
<td>Ref. in RFP Doc.</td>
<td>Original Text/Query</td>
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<tr>
<td>109.</td>
<td></td>
<td>As per clause 9.2.7 of IRC SP 84 Authority has to specify &quot;Locations and size of overhead traffic signs&quot;. Kindly provide the locations of the same in Schedule C.</td>
<td>Locations to be finalized through Safety audit in consultation with IE/ NHAI.</td>
</tr>
<tr>
<td>110.</td>
<td>Safety Barrier</td>
<td>As per clause 9.7.2 (iv) of IRC SP 84 Authority has to specify &quot;Locations (hazardous) that require safety barriers&quot; Kindly provide the locations of the same in Schedule C.</td>
<td>Pl refer to addendum.</td>
</tr>
<tr>
<td>111.</td>
<td>Highway Lighting</td>
<td>As per clause 12.3.1 of IRC SP 84 Authority has to specify &quot;Locations for providing lighting&quot; Kindly provide the locations of the same in Schedule C.</td>
<td>Pl refer to addendum.</td>
</tr>
<tr>
<td>112.</td>
<td>Highway Lighting</td>
<td>As per clause 12.3.3 of IRC SP 84 Authority has to specify &quot;Situations/locations where lighting to be provided&quot;</td>
<td></td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>112.</td>
<td>Ref. in RFP Doc.</td>
<td>Kindly provide the locations of the same in Schedule C</td>
<td>Land shall be provided as per Article 10.3 of DCA.</td>
</tr>
<tr>
<td></td>
<td>Tunnel location</td>
<td>Kindly clarify whether the tunnel location falls under forest cover</td>
<td>As per RFP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The length of tunnel as specified is 450m, request you to confirm that there is no change in the length.</td>
<td>The indicated length of Tunnel is minimum and any deviations in proposal will not be considered as change of scope of work.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly provide the Geological details of tunnel location</td>
<td></td>
</tr>
<tr>
<td>113.</td>
<td></td>
<td>Forest Clearance and Environment clearance</td>
<td>Proposal for forest land has been submitted to concerned department.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kindly confirm the exact area of forest cover and the status of clearance.</td>
<td></td>
</tr>
<tr>
<td>114.</td>
<td>Annex Schedule B, 1. Width of Carriageway</td>
<td></td>
<td>Clause 1.1 of Schedule B shall be read in conjunction to TCS. Carriageway width shall be as per TCS.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We presume that the Typical cross sections as provided in schedule B, Clause 1.1 are indicative and the Concessionaire shall develop the typical cross sections based on Clause 2.16 of IRC SP: 84 : 2009 with the width of carriageway requirements provided in Schedule B, Appendix B-I</td>
<td></td>
</tr>
<tr>
<td>115.</td>
<td>Schedule B, 4. Other features of four laning 4: Alignment Plan and Longitudinal Section The Horizontal alignment geometry shall be as per the enclosed Alignment plan.</td>
<td>Any changed to alignment /s requires approval of IE/NHAI.</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
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</tr>
<tr>
<td>116.</td>
<td></td>
<td>We presume that the Concessionaire shall be allowed to submit their own designs and hence shall not be restricted to achieve the horizontal alignment geometry provided by the Authority.</td>
<td>Pl. refer Corrigendum.</td>
</tr>
<tr>
<td>117.</td>
<td>Schedule B, Appendix BX</td>
<td>Details of proposed cattle underpasses</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td></td>
<td>Schedule B, Appendix BXIV</td>
<td>Details of Proposed Elevated Flyover A. Construction of New Flyover from km 219+775 to km 220+173 for RHS Main Carriageway and RHS Service Road (Over Pond)</td>
<td>Pl refer corrigendum.</td>
</tr>
<tr>
<td>118.</td>
<td>Schedule B, Appendix BXIV</td>
<td>Details of Proposed Elevated Flyover B. Construction of New Flyover from km 220+173 to km 220+993 for LHS and RHS Main Carriageway</td>
<td>Pl refer corrigendum.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td>119.</td>
<td>Schedule B, Appendix B III 2. Realignments, Sr. No. 1 and Sr. No. 3</td>
<td>The realignment stretches from km 183+350 to km 186+200 and km 250+715 to km 254+715 are bypassing Padasali village and Chirwa Ghat respectively, Hence, their lengths shall be specified in Schedule R, as their costing would be Rs. 10 crores or more.</td>
<td>Only bypass costing more 10.0 crores are required to be specified in Schedule R.</td>
</tr>
<tr>
<td>120.</td>
<td>Schedule B, Appendix XII D. Rehabilitation/Repair/Widening of Existing Minor Bridges (page B-27) Sr. No. 8</td>
<td>The proposed design chainage given 192+945 seems to be incorrect, because as per the existing chainage 194/310, the design chainage should be 193+538. Kindly Clarify.</td>
<td>The correct design chainage is 193+538.</td>
</tr>
<tr>
<td>121.</td>
<td>Schedule B, Typical Cross Section Type TS:13, page B-50</td>
<td>The typical cross section drawing indicates retaining wall maximum upto 10m height to be provided from km 221+548 to km 222+288. Can the Concessionaire make his own assessment for the type of retaining structure to be provided for these design chainages?</td>
<td>Pi refer corrigendum to Schedule. Any change in height of retaining wall shall not be treated as change of scope.</td>
</tr>
<tr>
<td>S. No.</td>
<td>Ref. in RFP Doc.</td>
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</tr>
<tr>
<td>122.</td>
<td></td>
<td>Schedule B, Typical Cross Section Type TS:13, page B-50</td>
<td>PI refer corrigendum. It shall not be considered in change in scope of work.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Request Authority to kindly clarify that in case if the height of the retaining structure exceeds 10m, then it would be considered as change in the scope of work.</td>
<td></td>
</tr>
<tr>
<td>123.</td>
<td></td>
<td>Schedule B, Typical Cross Sections and Appendix B-I 1. Deviation from the Manual (Sr. No. 7)</td>
<td>PI refer corrigendum to Schedule D.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The footnote mentioned at page B-8 states that &quot;the proposed longitudinal drains at the stretches of TS8 and median drain at super elevated stretches shall be of RCC and remaining stretches shall be of Stone Masonry&quot; whereas as per Sr. No.7., the modified provision states that &quot;stone masonry drain for Nathdwara to Udaipur Section &amp; except in tunnel, where RCC box covered drain shall be provided&quot; which is contradictory. Kindly clarify.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>We presume that in case if there is any increase in the length of the tunnel from that given in Appendix B XV, the cost of the tunnel shall be increased on pro-rata basis. Kindly Clarify</td>
<td></td>
</tr>
<tr>
<td>125.</td>
<td></td>
<td>Structure Design</td>
<td>Concessionaire may design their own type of super structure &amp; span arrangement without changing overall length of bridge with prior approval of NHAI.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We presume that the type of structure provided in Schedule B are indicative only and the Concessionaire shall be allowed to submit their own designs for all the proposed project structures (for foundation/substructure/superstructure) based on individual assessments, within codal provisions and specifications. Kindly clarify.</td>
<td></td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>126</td>
<td>Schedule 1, Clause 2.3 Tests</td>
<td>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 purpose of this Test shall be 1800mm for each km.</td>
<td>As per RFP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximum permissible roughness limits in Schedule I (Clause 2.3, having maximum roughness value of 1,800 mm); and IRC SP:84 2009 (Clause 5.4.3 (ii) (b), having roughness value not exceeding 2,000 mm) do not match, please confirm the permissible limits to be followed.</td>
<td></td>
</tr>
<tr>
<td>127</td>
<td>Encroachment Details</td>
<td>Kindly provide the encroachment details for project road.</td>
<td>Refer Article 10.3 of DCA</td>
</tr>
<tr>
<td>128</td>
<td>Excise exemption for the Imported Machinery</td>
<td>Please clarify whether the excise exemption shall be granted to the concessionaire or not.</td>
<td>As per applicable law</td>
</tr>
<tr>
<td>129</td>
<td>Time Extension</td>
<td>Considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose.</td>
<td>No Change.</td>
</tr>
<tr>
<td>130</td>
<td>General</td>
<td>One extra bridge over canal at chainage 220.3 is seen at site but it is not mentioned in the schedules. Please clarify.</td>
<td>Refer addendum.</td>
</tr>
</tbody>
</table>

Four Lanning of Gomati Chaunba - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>131.</td>
<td>General Major and Minor Bridges 4.4 B-3</td>
<td>Major and Minor Bridges are tabulated to widened and strengthen as per Appendix B-XI and B-XII. Kindly Provide us the Geotechnical details and Foundation details of Existing Bridges so that compatible Bridge design can be proposed for widening.</td>
<td>Please note that this report is provided as a reference document only. NHA does not own any responsibility on its content and the concessioner is required to check the authenticity.</td>
</tr>
<tr>
<td>132.</td>
<td>General Flyover 4.12 B-4</td>
<td>New Elevated Flyover to be Provided as per Appendix BXIV. The Cross section is showing the Box Girder and CW width is 15.5 mtr, 21.5 mtr and 20.0 mtr is it essential to follow the same type of girder, in case composite structure is found to be more easy in construction, can the concessionaire adopt the same. The Figure No 2.1 to 2.2 is not found in document mentioned in Page-B-41 Please Provide us. The cross section applicable in various Flyover Part is not clear, Please specify the applicable section Chainage wise as per drawing.</td>
<td>As this is the Elevated Flyover, Concessionaire may design their own type of super structure without changing the span arrangement and overall length of bridge with prior approval of IENHAI. Pl. refer Page B-54 and B-55 for Figure No. 2.1 and 2.2.</td>
</tr>
<tr>
<td>133.</td>
<td>General</td>
<td>Hydrological data Please provide the Hydrological data for the major bridges such as Discharge, HFL, scour levels etc.</td>
<td>It is a DBFOT project. Concessionaire shall design on their own.</td>
</tr>
</tbody>
</table>
| 134.   | General Tunnel 4.14 B-4 | New Tunnel to be Provided as per Appendix BXV. Kindly provide us the i) The Geotechnical report at Tunnel Part also it is available up to Km 250 only. Please provide for tunnel portion.

ii) Detailed drawings for Tunnel Horse section and Rock Properties etc may please be given.

iii) The Location of Tunnel is Given if GPS Coordinates of Proposed alignment is | No Geotechnical Investigation has been carried out by NHA for Tunnel. Since DBFOT Project, Concessionaire shall make his own assumptions for design and construction. This shall not be treated as any change of scope of work. Concessionaire has to develop the based on his own design. |
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<td>135.</td>
<td>General Major and Minor Bridges 4.4 B-3</td>
<td>Major and Minor Bridges are tabulated to widened and strengthen as per Appendix B-XI and B-XII. Kindly Provide us the Geotechnical details and Foundation details of Existing Bridges so that compatible Bridge design can be proposed for widening.</td>
<td>Alignment Plans are provided. Please note that this report is provided as a reference document only. NHAI does not own any responsibility on its content and the concessioner is required to check the authenticity.</td>
</tr>
<tr>
<td>136.</td>
<td>General Flyover 4.12 B-4</td>
<td>New Elevated Flyover to be Provided as per Appendix BXIV. The Cross section is Showing the Box Girder and CW width is 15.5 mtr, 21.5 mtr and 20.0 mtr is it essential to follow the same type of girder. In case composite structure is found to be more easy in construction, can the concessionaire adopt the same. The Figure No 2.1 to 2.2 is not found in document mentioned in Page-B-41 Please Provide us. The cross section applicable in various Flyover Part is not clear, Please specify the applicable section Chainage wise as per drawing.</td>
<td>As this is the Elevated Flyover, Concessionaire may design their own type of super structure, without changing the span arrangement and overall length of bridge with prior approval of IE/NHAI. Pl. refer Page B-54 and B-55 for Figure No 2.1 and 2.2.</td>
</tr>
<tr>
<td>138.</td>
<td>General</td>
<td>Length and Chainages of Urban sections not mentioned Please Provide</td>
<td>Pl refer addendum.</td>
</tr>
<tr>
<td>139.</td>
<td>General</td>
<td>W-Beam metal crash barrier shall be provided in continuation of Crash barrier / Railing in all bridges as per MORTH circular no. RW/NH-35072/04/2004-S&amp;R (R) dated 27.04.2010 and NHAI</td>
<td>W-Beam crash barrier to be provided to all bridges including existing also.</td>
</tr>
<tr>
<td>S. No.</td>
<td>Ref. in RFP Doc.</td>
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<tr>
<td>140.</td>
<td>Schedule-B, Appendix BXII, Page B-24</td>
<td>C. Construction of new service road minor bridges</td>
<td>New 2 lane Minor Bridge have to provided on both side Service Road. Pl. refer end column of &quot;Proposed Total Width of structure&quot; of the Table C, Appendix BXII, Page B-24.</td>
</tr>
<tr>
<td>141.</td>
<td>Schedule-B, Appendix BXII, page B-25</td>
<td>D. Rehabilitation/ Repair/ Widening of existing Minor Bridges, Existing width (m) and Details of widening.</td>
<td>Confirmed</td>
</tr>
<tr>
<td>142.</td>
<td>Schedule-B, Appendix BXII, D. Rehabilitation / Repair / Widening of existing Minor Bridges, page B-27</td>
<td>Sr. No 6, Existing chaining and Design chain age</td>
<td>Please refer Corrigendum.</td>
</tr>
<tr>
<td>143.</td>
<td>Schedule-B, Appendix BXIV, Details of proposed elevated flyover A &amp; B, Page B-40 &amp; B-41</td>
<td>A. Construction of New Elevated Flyover From km 219+775 to km 220+173 For RHS Main Carriageway and RHS Service Road (Over Pond) B. Construction of New Elevated Flyover From km 220+173 to km 220+993 For LHS and RHS Main Carriageway</td>
<td>Pl refer corrigendum to Schedule for Service road location. Table A &amp; B of Appendix BXIV, page B-40 &amp; B-41 should read with Figure 2.1 &amp; 2.2 on Page 54 &amp; 55 respectively.</td>
</tr>
<tr>
<td>144.</td>
<td>Schedule-B, Appendix BXIV, A. Construction of New Elevated Flyover From km 219+775 to km</td>
<td>Continuation of Service roads details is not clear. Please clarify.</td>
<td>Pl refer corrigendum.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
### National Highways Authority of India Replies to Pre-bid Queries

<table>
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<tr>
<td>1</td>
<td>Appendix BXIV. Details of proposed elevated flyover A &amp; B, Page B-40 &amp; B-41 and Typical cross section drawings TYPE; TS-13 &amp; TYPE; TS-14, Page B-50, 51</td>
<td>220+173 For RHS Main Carriageway and RHS Service Road (Over Pond) B. Construction of New Elevated Flyover From km 220+173 to km 220+993 For LHS and RHS Main Carriageway Typical Cross Section (TYPE; TS-14) Bridge in pond on RHS at grade widening on LHS (KM 220+260 to KM.220+658) Typical Cross Section (TYPE; TS15) Elevated Road (Km 220+658 to KM 221+478) Elevated Flyovers Chainages as per Appendix BXIV and Typical cross section drawings are not matching. Please clarify.</td>
<td></td>
</tr>
</tbody>
</table>

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Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>145.</td>
<td>Schedule-B, Typical Cross Sections, Page 8-44.</td>
<td>Typical Cross Section (TYPE; TS-4) Eccentric Widening and Typical Cross Section (TYPE; TS-5) Concentric Widening Median width mentioned as 2m. is it mandatory for these sections, Please clarify.</td>
<td>As per RFP.</td>
</tr>
<tr>
<td>146.</td>
<td>Schedule-B, Table E.no 6 and S.no 7 Page B-27 and 28.</td>
<td>Existing width of the bridge is reported as more than 12.00m i.e. 14.25m and 12.20m respectively, Details of widening it is proposed that existing bridge shall be widened to accommodate 4 lane configuration i.e 2x12.00m It is not clear, what widening to be done when the existing width is more than 12.00m. We understand in this case that existing bridge is retained with repair and rehabilitation mentioned, and new 1x12 wide bridge to be constructed to make the total width required for 4 lane. Please confirm.</td>
<td>Total Width after widening should be 2 x 12.0 m + median width to accommodate 4 Lane configuration, please refer Figure 7.2 of IRC : SP : 84 – 2009 for further clarification.</td>
</tr>
<tr>
<td>147.</td>
<td>Schedule-I, Clause 2.3 (Tests)</td>
<td>Schedule-I, Clause 2.3 Tests 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 purpose of this Test shall 1800 mm for each km.</td>
<td>As per Schedule-I</td>
</tr>
<tr>
<td>148.</td>
<td>Schedule-R</td>
<td>Fee Notification</td>
<td>No change in cost of Tunnel.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<td></td>
<td>on prorate basis. Kindly clarify.</td>
<td></td>
</tr>
<tr>
<td>149.</td>
<td>Schedule-R</td>
<td>Total calculated length for fee collection as per Schedule R is given section Wise COD</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Please clarify the actual minimum length for fee collection.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) There are two toll locations, kindly confirm the Concessionaire can start toll collection when first (1st) or second stretch individually constructed for COD.</td>
<td></td>
</tr>
<tr>
<td>150.</td>
<td>Schedule R Fee Notification</td>
<td>Total calculated length for fee collection as per Schedule R is given section Wise COD.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Please clarify the actual minimum length for fee collection.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) There are two toll locations. Kindly confirm the Concessionaire can start toll collection when first (1st) or second stretch individually constructed for COD.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Please refer Schedule-R, read with clause 27.1.1 of DCA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>As per Schedule-R</td>
<td></td>
</tr>
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</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
### GENERAL:

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<tbody>
<tr>
<td>1.</td>
<td>General</td>
<td>Please Provide the status of Environmental Clearance</td>
<td></td>
<td>Under consideration of MoEF</td>
</tr>
<tr>
<td>3.</td>
<td>General</td>
<td>Land acquisition</td>
<td>Project Stretch is having 9.2 Kms of Realignments, kindly provide how much land shall be acquired and what is the status of land acquisition.</td>
<td>Out of 474 hectares of land requirement 275 hectares is in possession and process of 3A is in progress for 199 hectares. And will be made available as per Article 10.3 of DCA.</td>
</tr>
<tr>
<td>4.</td>
<td>General</td>
<td>Forest Land</td>
<td>As per Schedule-B, it seems to be the project stretch is passing through some forest land, kindly provide the status</td>
<td>Proposal for forest land has been submitted to concerned department.</td>
</tr>
<tr>
<td>5.</td>
<td>General Procedure under E-Tendering, Point No. 1.(e)</td>
<td>To participate for bidding, bidders have to pay Rs 2,00,000/- Rs. (Two Lakh Only) towards fee for RFP document (non-refundable) in the form of Demand Draft issued from a scheduled Bank in India in favor of &quot;National Highways Authority of India&quot; payable at New Delhi and Rs. 13,236/- (Thirteen Thousand Two Hundred and Thirty Six Only) inclusive of all taxes towards Tender Processing Fee (Non-Refundable) in favor of &quot;M/s-ITI Limited&quot; payable at New Delhi.</td>
<td>No change.</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Ref. in RFP Doc.</td>
<td>Original Text</td>
<td>Query</td>
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<tr>
<td></td>
<td></td>
<td>The Present e-tendering portal, has removed the option of payment via Demand Draft for Rs. 13,236/- (towards tender processing fee). Request you to reinstate the system of payment via Demand Draft.</td>
<td>Process of procuring details regarding encroachments is in progress and will be intimated in due course of time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>General</td>
<td>Encroachment Details</td>
<td>Kindly provide the encroachment details for project road.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>General</td>
<td>Forest Land &amp; Clearance</td>
<td>Kindly clarify whether any part of the Project Highway or any Project Facilities comes under the Forest Department/Wildlife Century/Reserved Forest/Protected Forest and status of the clearance for the same.</td>
<td>Proposal for forest land has been submitted to concerned department.</td>
</tr>
<tr>
<td>8.</td>
<td>General</td>
<td>Excise exemption for the Imported Machinery</td>
<td>Please clarify whether the excise exemption shall be granted to the concessionaire or not.</td>
<td>As per RFP</td>
</tr>
<tr>
<td>9.</td>
<td>General</td>
<td>Time Extension</td>
<td>Considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose.</td>
<td>No change.</td>
</tr>
<tr>
<td>10.</td>
<td>General (Bypass), Page</td>
<td>Construction of New Culvert in Bypass Location.</td>
<td></td>
<td>Please refer Corrigendum</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td>1</td>
<td>B-32</td>
<td>Kindly clarify the Bypass detailed mentioned in the page B-33 is not matching with Schedule-R and page B-10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>B-32</td>
<td>No. of changes in Law &amp; Rules occurs during the construction period, which effect on the execution time &amp; cost of the project, that normally the Concessionaire does not know at the time of bidding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>General</td>
<td>Kindly clarify, a) Any restriction of mining in certain areas or certain period b) Any restriction for the borrow earth excavation by the State Govt./ District authority.</td>
<td></td>
<td>As per RFP</td>
</tr>
<tr>
<td>4</td>
<td>General</td>
<td>Status of Felling of Trees</td>
<td>Kindly provide us the approval status of tree cutting.</td>
<td>Proposal under consideration</td>
</tr>
<tr>
<td>5</td>
<td>General</td>
<td>Rule 9 sub clause 3A of the National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 reads as follows:</td>
<td>A person, who owns a commercial vehicle (excluding vehicle plying under National Permit), registered with address on the Registration Certificate of a particular district and uses such vehicle for commuting on a section of National Highway, permanent bridge, tunnel or bypass, as the case may be, which is located within that district, shall be levied user fee on all toll plazas which are located within that district, at the rate of fifty percent of the prescribed rate of fee:</td>
<td>Please refer the National Highways Fee (Determination of Rates and Collection) Rules, 2008, read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010. National Highways Fee (Determination of Rates and Collection, 2008) read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010.</td>
</tr>
</tbody>
</table>

Four Laning of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
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<tr>
<td></td>
<td></td>
<td>Provided that no such concession shall be provided, if a service road or alternative road is available for user by such commercial vehicles. We understand that 50% discount to commercial vehicles is applicable only for the vehicles without national permit and that are registered in the district where toll plaza is located and in addition to that these vehicles are not availing any other discount scheme such as return trip and monthly passes. Please confirm.</td>
<td>Collection) Amendment Rules, 2011 and National Highways Fee (Determination of Rates and Collection), Second Amendment Rules, 2011.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>General</td>
<td>Reply to Queries</td>
<td>We understand that Reply to Queries shall also form part of the Bid documents in addition to the Addendum to be issued by the Authority. Please confirm</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>General</td>
<td>It is our understanding that concessionaire obligation to complete the project is in accordance with the provision of bid documents only. Any other policy related circular will not be mandatory. Please confirm. Further we need specific clarification related to below mentioned points: Recently NHAI issued a circular related safety and as per that certain provision has been mandatory. Since this RFP is mentioning that circular, we believe that NHAI circular is not the part of the Project.</td>
<td>Addendum / Corrigendum will be part of the RFP and clarifications / replies to pre-bid queries are part of the Concession Agreement.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>General</td>
<td>Geo-technical Report</td>
<td>Please provide the Geo technical report giving information about SBC, Pile load carrying capacity, particle sizes, scour levels etc.</td>
<td>Geo Technical Report is available on e-tendering portal of NHAI website.</td>
</tr>
</tbody>
</table>

Four Lining of Gomati Chauraha - Udaipur Section of NH-8 (From Km 177/000 To Km 260/100) in the State of Rajasthan under NHDP phase IV on Design, Build, Finance, Operate and Transfer (Toll) Basis
APPENDIX-I

LETTER COMPRISING THE BID
(Refer Clauses 2.1.5 and 2.14)

Dated: 3/03/2012

To,

Mr. L. P. Padhi
General Manager (Raj.)
National Highways Authority of India
G-586, Sector 10, Dwarka,
New Delhi - 110 075

Sub:- Bid for Four Laning of Gomati Chauraha - Udaipur section of NH-3 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project.

Dear Sir,

With reference to your RFP document dated 20/01/2012. We, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:

(a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and

(c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
(e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and We shall continue to abide by them.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

9. We believe that we satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

10. We declare that we or our Associates are not a Member of a Consortium submitting a Bid for the Project.

11. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

Sadbhav Engineering Limited
Regd Office : "Sadbhav House"
T: +91 79 26463384 F: +91 79 26400210
Web: www.sadbhaveng.com
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.

14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. We acknowledge and undertake that our Consortium was pre-qualified and shortlisted on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessioneer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

17. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFO, we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof and the Concession Agreement would stand terminated.

Sadbhav Engineering Limited
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Ellisbridge, Ahmedabad-380006.
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Web: www.sadbhaveng.com
Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.

19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the above said draft and agree to abide by the same.

21. We have studied all the Bidding Documents carefully and also surveyed the Project highway and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

22. We offer a Bid Security of Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lakhs Only) to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Bank Guarantee is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".

25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to us or our Bid is not opened or rejected.

26. The Premium /Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

27. We agree and undertake to abide by all the terms and conditions of the RFP document.

28. Omitted

29. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. The EPC contractor/s who would be executing the EPC works of the Project is Sadbhav Engineering Limited and it is confirmed that these contractors meet the minimum criterion set out in the RFQ for this project. It is irrevocably agreed that the value of any contract for EPC works awarded shall not be less than 20% of the TPC or Rs. 500 Cr. whichever is less. It is also agreed that any change in the name(s) of EPC contractor(s) would be with prior consent of NHAI. We agree that NHAI shall grant such permission only and only if the substitute proposed is of the required technical capability as applicable.

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31. We hereby submit our Bid and offer a Premium in the form 'Rs. As per Price Bid (in words) out of the gross revenues of the Project as share of the Authority require a Grant of Rs. As per Price Bid, for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof. We submit this Bid under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date: 03/03/2012
Place: Ahmedabad

P. R. Shah
Dy. General Manager (B.D.)
SADBHAV ENGINEERING LIMITED

Sadbhav Engineering Limited
Regd Office: "Sadbhav House"
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Ellisbridge, Ahmedabad-380006.

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Web: www.sadbhaveng.com
National Highways Authority Of India
(Ministry Of Road transport & Highways, Government Of India)

NIT No.- NHAI/11012/01/2011/BOT/Raj./Gomti-Udaipur(RFP)

| Name of Work & Location | Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis Project |

Proforma for quoting the rates

<table>
<thead>
<tr>
<th>Name of the Firm</th>
<th>SADBHAV ENGINEERING LIMITED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>BID QUOTED BY BIDDER</th>
<th>in Figures (INR)</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PREMIUM</td>
<td>216000000.00</td>
<td>Rupees Twenty One Crore Sixty Lakh Only</td>
</tr>
</tbody>
</table>
Ref: 0024BG00123412

Date: 02-03-2012

To,

NATIONAL HIGHWAYS AUTHORITY OF INDIA
G-5 & 6, SECTOR 10, DWARKA,
NEW DELHI 110 075
INDIA

Sub: Issuance of Bank Guarantee

Dear Sir/Madam,

Please find attached Bank Guarantee issued by us favouring yourselves on behalf of:
SADBHAV ENGINEERING LTD.
OPP. LAW GARDEN, POLICE CHOWKI
ELLIS BRIDGE

Details are as under:

<table>
<thead>
<tr>
<th>Bank Guarantee No. &amp; Date of Issue</th>
<th>Expiry Date</th>
<th>Claim Expiry Date</th>
<th>Amount of Bank Guarantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0024BG00123412 dated 02-03-2012</td>
<td>30-09-2012</td>
<td>30-09-2012</td>
<td>INR 91500000.00</td>
</tr>
</tbody>
</table>

We confirm that the officials who have signed the above bank guarantee are authorized to sign such documents on behalf of ICICI Bank Limited. You may verify the genuineness of the guarantee from our bank.

Thanking you,

Yours faithfully,
For ICICI Bank Limited

Authorized Signatory
This forms an integral part of Issuance/Amendment to Bank Guarantee No. 0024BG-O.H.12.3.H.12 attached herewith.

Date: 2.3.12

Place: Ahmedabad

FOR ICICI BANK LTD.

Authorized Signatory
Pankaj Dave
T-83
Manager

FOR ICICI BANK LTD.

Authorized Signatory
A. V. Chandra
D-21-8
Assistant Manager-IT
IN CONSIDERATION OF you, National Highways Authority of India, having its office at G-10, ICICI Bank, Sector 10, Dwarka, New Delhi 110 075, hereinafter referred to as 'Authority', which is a public sector undertaking, registered under the Companies Act, 2013 and having its registered office at ICICI Building, Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad – 380 006 (and acting in behalf of its consortium) (hereinafter referred to as 'Subject'), which expression shall include the aforesaid and all its assigns, sub-contractors and consortium (including its successors and assigns) and the project финт of the Project and all related documents as well as the Bidding Documents, the said ICICI BANK LTD, having its office at 2nd floor, JMC House, Off C.G. Road, Ahmedabad (hereinafter referred to as 'Bank'), at the request of the Authority, hereby in terms of Clause 2.2 of the RFP Document, irrevocably and unconditionally guarantee, the due and faithful performance and compliance with the terms and conditions of the RFP Document (including the RFP Document) by the said Authority and without prejudice to the Authority's right to recover from the Bank, the entire amount of Rs. 9,15,00,000/- (Rupees Nine Crores and Fifteen Lakhs Only) (hereinafter referred to as the 'Guaranteed Amount'), the primary obligation of the Bidder without any delay, objection, remark, contest or protest and without any reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful performance and compliance with the terms and conditions of the RFP Document shall be conclusive and binding on the Bank.

3. The Bank shall have the right to recover the said Guaranteed Amount from the Bidder in case of any default by the Bidder as aforesaid.
We, the Bank, do hereby unconditionally undertake to pay the amount due and payable under this Guarantee without any deduction, reservation, recourse, contest or protest and without any interference to the Bidder or any other person, in respect of anything, the claims of the Authority in dispute by the Bidder or not, merely on the first demand from the Authority stating that

the amount claimed due to the Authority is in full and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to accept the Bid or during the Bid validity period or for any other reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount

due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 9.15 Crores (Rupees Nine Crores and Fifteen Lacs).

This Guarantee shall be irrevocable and remain in force for a period of 30 (thirty) and eighty) days from the Bid Due Date, i.e., 30th September 2012 inclusive or a period of 60 (sixty) days from such extension by the Bank, may be agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee shall have been paid in full.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents and in the Bid, the failure of the Bidder to keep it open during the Bid validity period or for any other reason whatsoever. Any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Authority or any other authority shall be final and binding on the Bank, notwithstanding any changes in the Constitution of the Bidder, or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the bid or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the Bank for fulfillment, and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any or the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing the same.

For ICICI BANK LTD.

Authorized Signatory

Manager

Regd. Office : "Land Mark", Race Course Circle, Vellore - 390 007, India. Phone: 0265 - 6617224 Fax: 0265 - 2341661

E-mail: corporatecare@icicip枕头.com SWIFT : ICICINBB

ICICI BANK

BG Number: 0024BG001234

Issue Date: 02.03.2012
BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

8991175

BG Number: 0024G000123112
Issued Date: 02.03.2012


1. ICICI Bank shall be entitled to enforce any of the terms and conditions contained in the said Bidding Document or the securities available to the Authority, and the Bank shall not be released from its liability under these terms by reason of time being given to the said Bidder or any other person or by any indulgence or in any way whatsoever which shall be deemed to have been duly authorized to release the said terms of the bid.

2. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or served if addressed to the Bank and sent by courier or by registered mail to the address as set forth herein.

3. We undertake to make the payment on receipt of your notice of claim on us addressed to the Bank.

4. The Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person, and without prejudice to all rights and remedies against the Applicant, shall be entitled to set off any amount in the hands of the Applicant against the amount due to the Bank hereunder, be outstanding or unsecured.

5. The undersigned hereby authorizes the Bank to issue the guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this guarantee for and on behalf of the Bank.

6. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 9,15,00,000/= (Rupees Nine Crores and Fifteen Lakh Only). The Bank shall be liable to pay the said amount to the Authority in full and final settlement of all claims on the Bank in accordance with paragraph 9 hereof, on or before 30.09.2012.

7. Our liability under the Bank Guarantee shall not exceed Rs. 9,15,00,000/= (Rupees Nine Crores and Fifteen Lakh Only).

8. The Bank Guarantee shall be valid up to 30/09/2012, and

9. The Bank Guarantee shall be valid up to 30/09/2012, and
To,

NATIONAL HIGHWAYS AUTHORITY OF INDIA
8-5 & 6, SECTOR 10, DWARKA,
NEW DELHI 110 075
INDIA

Sub: Issuance of Bank Guarantee Confirmation

Dear Sir/Madam,

Please find attached Bank Guarantee issued by us favouring yourselves on behalf of:

SADBHAV ENGINEERING LTD.
OPP. LAW GARDEN, POLICE CHOWKI
ELLIS BRIDGE

Details are as under:

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<th>Claim Expiry Date</th>
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<td>30-09-2012</td>
<td>30-09-2012</td>
<td>INR 91500000.00</td>
</tr>
</tbody>
</table>

We confirm that the officials who have signed the above bank guarantee are authorized to sign such documents on behalf of ICICI Bank Limited. You may verify the genuineness of the guarantee from our bank.

Thanking you,

Yours faithfully,

For ICICI Bank Limited

Authorized Signatory

ICICI Bank Limited
Commercial Banking
1 St Floor, Jmc House,
Opp. Parimal Gardens,
Off C.G.Road, Ambawadi,
Ahmedabad-380006

Tel : +91 79-66523737
Fax : +91 79-66523735
Website www.icicibank.com

Regd. Office : "Landmark", Race Course Circle,
Vadodara 390007.
Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India
BHARTIY RAJGAAR RAJAMARG PAADHIKARAN
(National Highways Authority of India)
(Ministry of Road Transport and Highways)
Building No. 5 & 6, Sector-10, Dwarka, New Delhi-110 075

NHAI/11012/01/2011/BOT/Raj./Gomti-Udaipur/2

To
M/s Sadbhav Engineering Limited
Sadbhav House
Opp. Law Garden Police Chowki
Ellisbridge, Ahmedabad – 380006
Fax: +91 79-26400210

Sub: Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis – Letter of Award (LOA) reg.

Ref:
1. This office letter No. NHAI/11012/01/2011/BOT/Raj./Gomti-Udaipur/117 dated 18th January, 2012
2. Your e-Bid submitted on 06.03.2012

Sir,

Consequent upon NHAI’s letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (R:Q) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of “Four Laning of Gomati Chauraha - Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis” and considering your proposal in this regard submitted on 06.03.2012 vide ref 2 above, NHAI hereby accepts your proposal quoting premium of Rs. 21.6 crores (Twenty one crores and sixty Lacs only) as included in proforma for quoting the rates (i.e. Electronic Price Bid) and declare you as the “Selected Bidder” as per provision of RFP Documents. Please note that the amount of premium payable to Authority by you shall be in accordance with the provisions of RFP Documents. The Concession Period is 27 (Twenty Seven) years including Construction Period of 910 (Nine Hundred and Ten) days from the “Appointed Date”.

465
To,
Shri Bharat Singh,
Manager (Raj),
National Highways Authority of India,
G-5&6, Sector-10, Dwarka,
New Delhi-110075

Sub: Confirmation of Bank Guarantee

Ref: Letter No. NHAI/PIU-Ahmedabad/BG/57 3 dated 06.03.2012

SIR,

With reference to the above subject, it is to inform you that below mentioned bank guarantee has been personally confirmed from ICICI Bank.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Bank Guarantee No. &amp; Date</th>
<th>B G Valid Upt to</th>
<th>BG Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0024BG00123412 dated 02.03.2012</td>
<td>30.09.2012</td>
<td>9,15,00,000/-</td>
</tr>
</tbody>
</table>

Original letter of Bank Confirmation is enclosed herewith.

Thanking you,

Yours faithfully,

Encl: a/a

[Signature]

Project Director

---

Head Office: G-5 & 6, Sector-10, Dwarka, New Delhi-110075
Website: http://www.nhai.org
2. In accordance with the clause 3.3.5 of the RFP document (Volume-1), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7 (seven) days of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA as specified in Clause 1.3 of RFP (Volume-1).

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 45.73 Crores (Rupees Forty Five Crores and Seventy Three lacs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Article-9 of RFP-Vol II).

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

Yours faithfully,

(L P Padhy)
General Manager (Raj)

Encl: Duplicate copy of LOA
Ref: SEL/NHAI/BOT/G-U/7651
14th March 2012

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

Kind Attn. - Mr. L.P. Padhy

Sub: Four Laning of Gomati Chauraha – Udaipur Section of NH-8 (from km. 177.000 to Km. 260.100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (ToI) basis.
- Acceptance of the Letter of Award (LOA)


Dear Sir,

We hereby acknowledge with thanks the receipt of above referred ‘Letter of Award’ (LOA) confirming the acceptance of our bid for subject work.

As desired by you, we are sending herewith a Duplicate copy of Letter of Award duly signed and sealed by us as token of our acceptance of the said LOA. We hereby also confirm that we will incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project, execute the Concession Agreement and submit the Performance Security in accordance with the RFP documents.

Thanking you and assuring you our best cooperation always, we remain.

Thanking You

Yours faithfully,
For SADHBHAV ENGINEERING LTD.

PARUL R. SHAH
DY. GENERAL MANAGER (B&R)
AUTHORISED SIGNATORY

Encl.: As above.

Sadbhav Engineering Limited
Regd Office: "Sadbhav House"
Opp. Law Garden Police Chowki,
Ellisbridge, Ahmedabad-380006.
T: +91 79 26463384  F: +91 79 26400310
Web: www.sadbhaveng.com

[Signature]

[Stamp]
National Highways Authority of India
(Ministry of Shipping, Road Transport and Highways)

NHAI/11012/01/2011/BOT/Raj./Gomti-Udaipur/

To
M/s Sadbhav Engineering Limited
Sadbhav House
Opp. Law Garden Police Chowki
Ellisbridge, Ahmedabad – 380006
Fax: +91 79-26400210

Sub: Four Laneing of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis – Letter of Award (LOA) reg.

Ref:
1. This office letter No NHAI/11012/01/2011/BOT/Raj./Gomti-Udaipur/117 dated 18th January, 2012
2. Your e-Bid submitted on 06.03.2012

Sir,

Consequent upon NHAI’s letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (RFQ) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of “Four Laneing of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis” and considering your proposal in this regard submitted on 06.03.2012 vide ref 2 above, NHAI hereby accepts your proposal quoting premium of Rs. 21.6 crores (Twenty one crores and sixty Lacs only) as included in proforma for quoting the rates (i.e. Electronic Price Bid) and declare you as the “Selected Bidder” as per provision of RFP Documents. Please note that the amount of premium payable to Authority by you shall be in accordance with the provisions of RFP Documents. The Concession Period is 27 (Twenty Seven) years including Construction Period of 910 (Nine Hundred and Ten) days from the “Appointed Date”.

LOA Accepted

Duplicate Copy

12th March, 2012
2. In accordance with the clause 3.3.5 of the RFP document (Volume-I), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7 (seven) days of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA as specified in Clause 1.3 of RFP (Volume-I).

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 45.73 Crores (Rupees Forty Five Crores and Seventy Three lacs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Article-9 of RFP-Vol - II).

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

Yours faithfully,

(L. P Padhy)
General Manager (Raj)

LOA Accepted.
IV) In view of the above we hereby officially introduce the said SPV to be named in the Concession Agreement as Concessionaire having following brief particulars as mentioned hereunder in the given table:

Details of SPV:-

<table>
<thead>
<tr>
<th>Name of the SPV</th>
<th>Shreenathji-Udaipur Tollway Private Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered office of the SPV</td>
<td>Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad-380006, Gujarat</td>
</tr>
<tr>
<td>Date of Incorporation</td>
<td>30th March 2012</td>
</tr>
<tr>
<td>Authorised and Paid-up Share Capital</td>
<td>Rs.5,00,000/- divided in to 50,000 Eq. Shares of Rs. 10/- each</td>
</tr>
</tbody>
</table>
| Promoter Share Holder & their Equity Share Holding | 1. Sadbhav Engineering Ltd. (26%)  
|                                     | 2. Sadbhav Infrastructure Projects Ltd. (74%) |
| Directors of the SPV      | 1. Shri Vishnubhai M. Patel    |
|                          | 2. Shri Shashinbhai V. Patel  |
|                          | 3. Shri Nitin Patel            |
|                          | 4. Shri Vashishth C. Patel     |

V) Considering the Incorporation of Shreenathji-Udaipur Tollway Private Ltd. we hereby authorize the said SPV to sign and execute Concession Agreement in view of the LOA issued to the Bidder.
The General Manager (Raj)
National Highway Authority of India Ltd.
G-5 & 6, Sector-10, Dwarka,
New Delhi-110075

Introduction of SPV:

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref: Letter bearing no. NHA/11012/01/2011/BO1/Raj/Gomti-Udaipur/ 12 Dt.12.01.2012

Sir,

Pursuant to the captioned NHAI letter and under the terms and conditions stated therein, Sadbhav Engineering Ltd. (Bidder) and its Affiliate/Subsidiary M/s Sadbhav Infrastructure Project Ltd. has incorporated a Private Company namely "SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED" (hereafter "the SPV") vide Certificate of Incorporation Dt.30.03.2012 attached with the Articles and Memorandum of Association of the Company.

We further submit herewith the Documents as required by you in a separate file as enlisted for the purpose of execution of Concession Agreement and shall be pleased to provide any other documents as may be suggested by your good office. (Pl see the File with the documents).
VI. Having received the above referred documents we hereby request you to finalized the date for the execution of the Concession Agreement as the same is required to be done within 30 days of your LOA dt. 12.03.2012

Certified True

For Sadbhav Engineering Ltd.

[Signature]

Director

Encl: 1 Enclosed File
Letter of Award & Acceptance by Bidder
Board Resolution of Investment by SGL & SPL
Board Resolution Undertaking of Maintaining Invest
SPV ÷ MOA with Certificate of Incorpora
Cover / Introduction Letter / Authorized Signatory Letter
SPV Board Resolution
Letter from Authorized Signatory of SPV
Legal Opinion from Legal Counsel
Other Doc
Sub: Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis - Letter of Award (LOA) reg.

Ref:
1. This office letter No NHA/11012/01/2011/BOT/Raj/Gomti-Udaipur/117 dated 18th January, 2012
2. Your e-Bid submitted on 06.03.2012

Sir,

Consequent upon NHA’s letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (RFQ) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of “Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis” and considering your proposal in this regard submitted on 06.03.2012 vide ref 2 above, NHA hereby accepts your proposal quoting premium of Rs. 21.6 crores (Twenty one crores and sixty lacs only) as included in proforma for quoting the rates (i.e. Electronic Price Bid) and declare you as the “Selected Bidder” as per provision of RFP Documents. Please note that the amount of premium payable to Authority by you shall be in accordance with the provisions of RFP Documents. The Concession Period is 27 (Twenty Seven) years including Construction Period of 910 (Nine Hundred and Ten) days from the “Appointed Date”. 
2. In accordance with the clause 3.3.5 of the RFP document (Volume-I), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7 (seven) days of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA as specified in Clause 1.3 of RFP (Volume-I).

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the “Concessionaire”). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 45.73 Crores (Rupees Forty Five Crores and Seventy Three lacs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Articale-9 of RFP Vol - II).

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

Yours faithfully,

(L P Padhy)
General Manager (Raj)

Encl: Duplicate copy of LOA
CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD OF DIRECTORS ON 20TH MARCH, 2012 THROUGH CIRCULATION.

"RESOLVED THAT the consent of the Board of Directors is given to incorporate/promote a new Private Limited Company with authorized capital of Rs.5.00 Lacs (Rupees Five Lacs only) as Special Purpose Vehicle (SPV) to undertake the project "4 Laning of Gomti Chauraha –Udaipur section of NH-8 (from km177/000 to Km260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance Operate and Transfer (Toll) basis.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel- Managing Director, Shri Shashin V. Patel- Joint Managing Director and Girish D. Patel the authorized signatory of the Company be and are hereby severally authorized to apply to the Registrar of Companies, Gujarat for availability of name of the Company to be incorporated by name "M/s Shreenathji-Udaipur Toll Way Private Limited" or such other name as may be approved by the Registrar of Companies, Gujarat.

RESOLVED FURTHER THAT consent of the Board of Directors be and is hereby accorded to the Company for subscribing the 13000 Equity Shares of Rs.10/- each in Equity of the proposed new Company by way of subscribing the Memorandum and Articles of Association of the proposed new Company.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel, Managing Director of the Company be and is hereby authorized to sign on behalf of the Company as subscriber to Memorandum and Articles of the proposed New Company.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel- Managing Director, Shri Shashin V Joint- Managing Director and Girish D. Patel the authorized signatory of the Company be and are hereby severally authorized to do all necessary acts, deeds and things for giving effects to this resolution."

For Sadbhav Engineering Limited

(Vijay Kalyani)
Company Secretary

Sadbhav Engineering Limited
Regd Office: "Sadbhav House"
Opp. Law Garden Police Chowki,
Ellisbridge, Ahmedbad - 310006.
T: +91 79 26463384 F: +91 79 26400210
Web: www.sadbhaveng.com
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 01.03.2012 AT DHULE, MAHARASHTRA:

"RESOLVED THAT the subject to the issuance of Letter of Award by National Highway Authority of India, New Delhi and subject to the conditions arising out of the same the consent of the Board of Directors be and is hereby given to incorporate/promote/form a new Private Limited Company with initial authorized capital of Rs.5.00lacs (Rupees Five Lacs only) as Special Purpose Vehicle (SPV) to undertake the project "4 Lanning of Gomti Chauraha – Udaipur section of NH-8 (from km177/000 to Km260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance Operate and Transfer (Toll) basis

RESOLVED FURTHER THAT Shri Vishnubhai M Patel and Shri Shashin V Patel, Shri Girish Patel Chairman, Director and Authorized Signatory respectively of the Company be and are hereby severally authorized to apply to the Registrar of Companies, Gujarat for availability of name of Company to be incorporated under the name and style of “M/s Shreenathji-Udaipur Toll Way Private Limited” or such other name as may be approved by the Registrar of Companies, Gujarat

RESOLVED FURTHER THAT consent of the Board of Directors of the Company be and is hereby accorded for subscribing 74% of the paid up capital of the proposed Company equivalent to 37000 Equity Shares of Rs.10/- each of the Equity Capital of the proposed new Company by way of subscribing the Memorandum and Articles of Association of the proposed new Company.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel, Chairman of the Company and Shri Shashin V Patel Director be and are hereby severally authorized to sign on behalf of the Company as subscriber to Memorandum and Articles of the proposed New Company.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel and Shri Shashin V Patel, Shri Girish Patel, Chairman, Director and Authorized signatory respectively of the Company be and are hereby severally authorized to do all necessary acts, deeds and things for giving effects to this resolution."

Certified True
For Sadbhav Infrastructure Project Ltd.

Umesh Desai
Company Secretary

Date: 22.03.2012
Place: Ahmedabad

Sadbhav Infrastructure Project Ltd.
Regd Office: “Sadbhav House”
Opp. Law Garden Police Chowki,
Ellisbridge, Ahmedabad- 380006.
T: +91 79 26463384 F: +91 79 26400210
Web: www.sadbhaveng.com

477
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY BOARD OF DIRECTORS ON 20th MARCH, 2012 THROUGH CIRCULATION.

RESOLVED THAT Company be and is hereby authorized either by itself or through its Associates/affiliates M/s Sadbhav Infrastructure Project Ltd. to invest in the Equity of proposed Shreenathji-Udaipur Toll Way Pvt.Ltd ("SPV")

FURTHER RESOLVED THAT Company hereby undertake that it shall during the course of Concession Agreement continue to hold and maintain its equity stake in Sadbhav Infrastructure Project Ltd. within the requirement of the definition of Associate/Affiliate of the Concession Agreement

FURTHER RESOLVED that Company do undertake that Company together with its Associates/affiliate as may be provided in Concession Agreement, shall not reduce its aggregate holding below 51% (Fifty One Percent) of SPV during the Construction Period and two years thereafter

Certified True Copy

For, Sadbhav Engineering Limited

(Vijay Kalyani)
Company Secretary

Sadbhav Engineering Limited
Regd Office: "Sadbhav House"
Opp. Law Garden Police Chowki,
Ellisbridge, Ahmedabad - 800006,
T: +91 79 26403384 F: +91 79 26400210
Web: www.sadbhaveng.com
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 1.03.2012 AT DHULE, MAHARASHTRA

"RESOLVED THAT pursuant to the authority being provided by Sadbhav Engineering Ltd., Company do invest in the Equity of proposed Shreenathji-Udaipur Toll way Pvt.Ltd ("SPV") to the extent of 74% of its Paidup Equity share Capital.

FURTHER RESOLVED that Company do undertake that Company to gather with its Associate/Affiliate as may be provided in Concession Agreement, shall not reduce its aggregate holding below 51% (Fifty one Percent) of SPV during the Construction Period and two years thereafter.

Dt: 02.04.2012
Place: Ahmedabad

Certified True
For Sadbhav Infrastructure Project Ltd.

Company Secretary
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED:
Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad 6


"RESOLVED that the Board do take note of the Incorporation of this Company by its Promoters M/s Sadbhav Engineering Ltd. and M/s Sadbhav Infrastructure Project Ltd. for the purpose of execution of Concession Agreement to be executed with National Highway Authority (NHAI)

RESOLVED THAT subject to the execution of the Concession Agreement with NHAI, the Letter of Award dt.12.03.2012 for executing the project of Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 in Rajasthan be and is hereby approved

RESOLVED FURTHER THAT Company do undertake the project subject to the execution of Concession Agreement and awarded by National Highway Authority (NHAI) vide its letter dt.12.03.2012 to Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis”

CERTIFIED TRUE
For SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED:

[Signature]
Director

[Stamp]
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
LIST OF SHAREHOLDERS OF SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED AS ON 31ST MARCH 2012

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Name of the Shareholder</th>
<th>No of Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sadbhav Infrastructure Project Limited</td>
<td>37000</td>
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<tr>
<td>2.</td>
<td>Sadbhav Engineering Limited</td>
<td>12950</td>
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<tr>
<td>3.</td>
<td>Vishnubhai M Patel (On Behalf Of Sadbhav Engineering Limited)</td>
<td>10</td>
</tr>
<tr>
<td>4.</td>
<td>Shashinbhai V Patel (On Behalf Of Sadbhav Engineering Limited)</td>
<td>10</td>
</tr>
<tr>
<td>5.</td>
<td>Vasisthakumar C Patel (On Behalf Of Sadbhav Engineering Limited)</td>
<td>10</td>
</tr>
<tr>
<td>6.</td>
<td>Girishbhai D Patel (On Behalf Of Sadbhav Engineering Limited)</td>
<td>10</td>
</tr>
<tr>
<td>7.</td>
<td>Manoj K Agola (On Behalf Of Sadbhav Engineering Limited)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>50000</td>
</tr>
</tbody>
</table>

Date: 31st March 2012

CERTIFIED TRUE

FOR SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

Place: Ahmedabad

DIRECTOR
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

SADBHAV HOUSE OPP LAW GARDEN POLICE CHOWKI ELLISBRIDGE AHMEDABAD-380006

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE FIRST MEETING OF BOARD OF DIRECTORS OF SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED HELD ON 31ST MARCH 2012 AT THE REGISTERED OFFICE OF THE COMPANY AT 11 AM

The Chairman informed the Board that under and in terms of LOA dated 12th March 2012 as tabled hereto and issued by National Highway Authority of India, New Delhi, the Company for the purpose of the carrying out project work of Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis, is required to sign and execute the Concession Agreement and other documents with National Highway Authority of India, New Delhi ("NHAI"), draft of the same is tabled hereto for the perusal of the Board, within 30 days from the date of LOA and for the said purpose authority is required to be delegated in favour of Directors of the Company.

The Board discussed the matter and after deliberation took note and approved of the said LOA subject to the execution of Concession Agreement with NHAI and severally authorised Shri Vishnubhai M Patel, Shri Vasisthakumar C Patel and Shri Nitin R Patel, Directors of the Company to do necessary acts, matters and thing pertaining to the execution of the Concession Agreement passing following resolution.

"RESOLVED THAT the draft Concession Agreement to be entered into with National Highway Authority of India, New Delhi copy of which is placed before the Board duly initialed by the Chairman be and is hereby noted and approved."
"RESOLVED FURTHER THAT Shri Vishnubhai M Patel, Shri Vasisthakumar C Patel and Shri Nitin R Patel, Directors of the Company be and are hereby severally authorised to (a) accept amendments to such Concession Agreement or other documents as may be necessary; and (b) to sign/counter sign and execute the said Concession Agreement and (c) to do all such acts and deeds as may be required by the National Highway Authority of India in connection with the execution of the Concession Agreement and to sign all other papers/documents which may be required associated with the Concession Agreement.

"RESOLVED FURTHER THAT the Common Seal of the Company, if required be affixed to the said Concession Agreement in the presence of any one of the Directors of Company who shall sign in token thereof."

Date: 31st March 2012
Place: Ahmedabad

CERTIFIED TRUE
FOR SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

DIRECTOR
To whom it may concern

We have verified the Certificate of Incorporation and Memorandum and Articles of Association of Shreenathji-Udaipur Toll Way Private Limited ("Company") a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at "Saadbhav House", Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad-380006 and state as under.

1. Company is duly incorporated under the provisions of Companies Act, 1956 and has been issued certificate of incorporation on 30th March, 2012.

2. The main object of Company authorizes it to work of Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Four-Laning of Gomti Chauraha-Udaipur Section of NH-8 (from Km 177/000 to km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.

3. The Board of Directors in their meeting held on 1st April, 2012 has approved the draft Concession Agreement and authorised its Directors to enter into the same.

Accordingly, on perusal of the above documents we confirm that Shreenathji-Udaipur Toll Way Private Limited is duly organized and authorised to enter into Concession Agreement.

For, Lalit Patel & Associates

Lalit Patel
Proprietor
Date: 2nd April, 2012
Place: Ahmedabad
CERTIFICATE

As per the Books of the Accounts and other documents produced before us and according to the information and explanations given to us we, the Statutory Auditors of M/s Sadbhav Engineering Ltd., having its registered office situated at Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad-380006, Gujarat, hereby certify that M/s Sadbhav Engineering Ltd. is holding, as on 31.03.2012, more than 50% of voting Rights of M/s Sadbhav Infrastructure Project Ltd., a public company incorporated under Companies Act 1956.

PLACE: Ahmedabad
DATE: 02/04/2012

Cert. No. 001/2012-13
SAOBHAV INFRASTRUCTURE PROJECT LIMITED

SHAREHOLDING PATTERN AS ON 31-03-2012

<table>
<thead>
<tr>
<th>Authorised Capital Rs.</th>
<th>Paid-Up Capital Rs.</th>
<th>No.</th>
<th>Name of the Shareholders</th>
<th>Number of Shares</th>
<th>% of Paid-up Capital</th>
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<td>30000000</td>
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<td>Shashin V Patel</td>
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<td>Girish N Patel</td>
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<td>Nitinbhai R Patel</td>
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<td>Vipul H Patel</td>
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<td>Ravi Kapoor</td>
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<td>Employees &amp; Associates</td>
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<td>Xander Investment Holding XVII Limited</td>
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<td>Xander Investment Holding XVII Limited Preference Share</td>
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<td>Total Preference Share</td>
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</table>
SHREENATHI-UDAIPUR TOLLWAY PRIVATE LIMITED
“SHREESH HOUSE” OPP. LAW GARDEN POLICE CHOWKI,
ELLIOTT ROAD, AHMEDABAD-380006.
Form 1
Certificate of Incorporation

Corporate Identity Number: U45201GJ2012PTC069676 2011 - 2012
I hereby certify that SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Ahmedabad this Thirtieth day of March Two Thousand Twelve.

Registrar of Companies, Gujarat, Dadra and Nagar Haveli

*Note: The corresponding form has been approved by SHYAM NATH MISRA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2009. The digitally signed certificate can be verified at the Ministry website (www.mcga.gov.in).
THE COMPANIES ACT, 1956
[COMPANY LIMITED BY SHARES]
MEMORANDUM OF ASSOCIATION

OF

SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

I. The name of the Company is "SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED".

II. The Registered Office of the Company will be situated in the State of Gujarat.

III. The objects for which the Company is established are:

[A] THE MAIN OBJECT OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION IS:

1. To undertake, design, develop, establish, construct, erect, execute; carry out, commission, operate, maintain, improve, repair, administer, manage, finance, levy, demand, collect and appropriate fee from vehicles, and persons liable to payment of fee for using the project/project facility or any part thereof or control as required, for work of Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Four Laning of Gornti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis and to construct Toll Plazas and all other works or conveniences of Public or Private utility for the purpose of smooth traffic on the road(s) and to render all services in connection thereto as Planners, Operators, Designers, Consultants, Administrator, Constructors, Builders, Infrastructure developers, Architects, Engineers, Logistic Services, Erectors, Installers, Commissioning Agents, Management Consultants, Toll Collectors and to enter into any contract, agreement, memorandum of understanding, arrangement, or such other mode of contract with the National Highways Authority of India (NHAI) or any other authority including Government of India, President of India, State Government, Semi-Government, Municipal/Local Authorities, Corporate Bodies, Persons, Entities or such other authorities in India or anywhere in the World as the Company may deem fit and to carry on contractual basis or assign, convey, transfer, lease, auction, sell, collect, rent, toll, or income arising there from or right or interest therein or connected therewith for any tenure or description and to carry out any other activity as may be required for the implementation and operation of the Project.

THE COMPANIES ACT, 1956
[COMPANY LIMITED BY SHARES]
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THE COMPANIES ACT, 1956
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[B] THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:

1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell, dispose of, carry out or alter as may be necessary or convenient any lease-hold or freehold lands, moveable or immovable properties, including building, workshops, warehouse, stores, easement or other rights, machineries, plant, work, stock in trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.

2. To apply for, purchase, acquire, and protect, prolong and renew in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account and or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or proposes to acquire.

3. To establish, provide, maintain and conduct or subsidise research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and to sponsor or draw out programmes for promoting scientific, technical, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes, grants to students and generally to encourage promote inventions of any kind that may be considered useful to the company.

4. To form, incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any persons, firm or company or companies carrying on all or any of proposing to carry on or ceasing to carry on any business, profession or activities which the company is authorised to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act, 1956, the control and management of the company or the undertaking of the acquisitions of any other object or objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation or takeover or acquisition and to remunerate any person, firm or company in any manner, it shall think fit for services rendered or to be rendered for and in respect of such promotion or incorporation or takeover or acquisition or in obtaining subscription of or the placing of any shares, stocks, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions of the Companies Act, 1956.

5. Subject to the provisions of applicable law to procure registration, incorporation or recognition of the Company in any country state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.

6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, co-operation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business, undertaking or transactions which this company is authorised to carry on or engaged in any business, undertaking
or transactions which may seem capable of being carried on or conducted, so as directly or indirectly, to benefit the company.

7. To acquire or amalgamate, absorb or merge with any other company or companies or to form, promote subsidiaries having objects altogether or in part similar to those of this company.

8. To manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licences, easements or turn to account or otherwise dispose off in any manner the whole of the undertaking or any properties (movable or immovable), assets, rights, and effects of the Company or any part thereof, on such terms and for such purposes and for such consideration as the company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company and in the event of winding up of the Company to distribute among the members in specie or kind any properties or assets of the Company or any proceeds of sale or disposal of any properties of the Company, subject to the provisions of the Companies Act, 1956.

9. To enter into arrangements with any government or authorities municipal, local or any persons or company in India or abroad that may seem conducive to the objects of the company or any of them and to apply for, secure, acquire, obtain from such government, authorities, persons or company any right, privileges, powers, authority, charters, contracts, licences, concessions, grants, decrees, rights which the Company may think desirable.

10. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and charges in connection therewith and/or make donations (by cash or other assets) to remunerate by allotment of fully or partly paid shares or by a call or option on shares, debentures, debenture-stocks or securities of this or any other company or in any other manner, whether out of the Company's capital or profits to any person, firm, company assisting to place or guaranteeing the subscription of other security of the company in or about the formation or promotion of the Company or for any other reason which the company may think fit subject to the provisions of the Companies Act, 1956.

11. To promote or join in the promotion of any company or companies including subsidiary companies (wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights and liabilities of the company or for any other purposes which may seem directly or indirectly calculated to benefit the Company and to underwrite shares and securities therein.

12. To do all or any of the above things in India or in any part of the world as principals, agents, contractors or trustees and either alone or in conjunction with others.

13. Subject to Section 58A of the Companies Act, 1956 and the rules framed thereunder and the directives issued by the Reserve Bank of India, to borrow or raise money or to take money on loan on interest from banks, financial institutions, government agencies, co-operative societies, persons, companies, firm, in such manner as the Company may think fit and in particular by the issue of debentures or debenture-stock, perpetual including debentures or debenture stock convertible into shares of this Company or perpetual annuities and in security of any such money borrowed; raised or received to mortgage, pledge, hypothecate, or charge the whole or any part of the properties (movable or immovable) assets or revenue of the Company present or future including its uncalled capital by special assignments or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may be deemed expedient and to purchase, redeem or pay off any such securities. The Company shall not carry on any banking or insurance business which may fall within the purview of Banking Regulations Act, 1949 or the Insurance Act, 1938, respectively.

14. To make, draw, accept, endorse, discount, execute, negotiate, assign, and issue cheques, promissory notes, drafts, hundies, bonds, railway receipts, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instrument.

15. To guarantee the payment of money secured or unsecured by or payable under or in respect of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations,
instruments and securities of any company or of any authority, central, state, municipal, local or of any person whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations of any person, firm or company and to guarantee the repayment of loan with interest availed from Financial Institution/s, Banks, Private Financiers, availed by any person, company, firm, society, trust or body corporate.

16. To guarantee or become liable for the performance of the obligations and the payment of interest on any debentures or securities of any company, corporation or association or a person in which such guarantees may be considered beneficial or advantageous, directly or indirectly to further the objects of the Company or the interest of the members.

17. Subject to the provisions of the Companies Act, 1956 to accumulate funds and to invest or deal in with and invest money belonging to the Company in any deposits, shares, stocks, debentures, debenture-stocks, kinds obligations, or securities by original subscription, participation in syndicates having similar objects and to tender, purchase, exchange and to subscribe for the same and to guarantee the subscription thereof and to exercise and enforce all the rights and powers conferred by or incidental to the ownership thereof.

18. To open and operate current, overdrafts, loan, cash credit or deposit or any other type of accounts with any banks, company, firm, association or person.

19. To establish, continue and support or aid in the establishment of cooperative societies, association and other institutions, funds, trusts, amenities and conveniences calculated to benefit or indemnify or insure employees or ex-employees of the Company or Directors or ex-Directors of the Company or the dependants or connections of such persons and at its discretion to construct, maintain, buildings, houses, dwelling or chawls or to grant bonus, pensions and/or allowance and to make payments towards insurance and to pay for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or to remunerate by the allotment of shares credited as fully or partly paid for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture-stock or other securities of the company in or about the formation or promotion of the Company or for the conduct of its business.

20. To undertake, carry out, promote and sponsor rural or semi urban or urban development including any programme for promoting the social and economic welfare or uplift of the public in any such area and to incur any expenditure on any programme of rural, semi-urban and urban development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.

21. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for the discharging of social and moral responsibilities of the Company to the public or any section of the public as also any activities to promote national welfare or social, economic and without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activities for publication of any books, literature, news-papers or for organising lectures or seminars likely to advance these objects or for giving merit awards or scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, funds or trusts having any one of the aforesaid objects as one of its objects by giving donations and/or contributions, subsidies and/or grants or in any other manner.

22. To donate, gift, contribute, subscribe, promote, support or aid or assist or guarantee money to charitable, benevolent, religious, scientific, national, public or to other institutions, funds or objects, or for any public, general or other objects and to accept gifts, bequests, devices and donations from any firm, company or persons as may be thought appropriate or conducive to the interest of the Company.

23. To create any depreciation fund, reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures, redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.
24. Subject to Section 78 of the Companies Act, 1956, to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received in payment of dividend or money arising from the sale of forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company.

25. To engage, employ, train, either in India or elsewhere, suspend and dismiss any agents, managers, superintendents, assistants, clerks, coolies other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.

26. To refer or agree to refer any claims, demands, disputes or any other questions by or against company or in which the company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

27. To use trademarks, trade names or brand names for the business activities products and goods and adopt such means of making known the business and products in which the company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition; by publication of books and periodicals, by distributing samples and by rating prizes, rewards and awards.

28. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.

29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.

30. To undertake and execute any trust which may be beneficial to the Company directly or indirectly.

31. To ensure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.

32. To receive donations, gifts, contributions, subsidies, grants, and other mode of receipt of money for the furtherance of the objects of the Company.

33. To invest the funds of the Company not immediately required in Government or Semi Government corporations, companies or firms.

34. To pay a share in the profit of the company or commission to brokers sub-agents, agents or any other company, firm or person including the employees of the Company as may be thought fit for services rendered to the Company.

35. To employ experts, to investigate and examine into the conditions prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, concessions, properties and/or rights.

36. To open establish, maintain and to discontinue in India or overseas any offices; branch offices, regional offices, trade centres, exhibition centres, liaison offices and to keep local or resident representative in any part of the world for the purpose of promoting the business of the company.

37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and product improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited
as paid-up or issue of debentures or debentures-stock, subject to the provisions of laws for the
time being in force.

38. To secure contracts for supply of the products manufactured by the company to military, civil
and other departments of the government or semi-government bodies, corporations, public
or private contracts, firms or persons and to recruit trained persons including persons retired
from defence, police, military and paramilitary forces to employ detectives.

39. To take part in the management, supervision and control of the contracts, rights, turnkey jobs,
operations or business of any company or undertaking entitled to carry on the business which
the company is authorised to carry on.

[C] OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN 'A' AND 'B' ABOVE.

1. To carry on the business as manufacturers, producers, processors, buyers, sellers, importers,
exporters and dealers in every kind and description of food and foodstuff, milk and milk
products including cream, butter, ghee, cheese, condensed milk, milked milk powders,
skimmed milk, ice-cream, milk foods, canned foods, and the foods made from any substances
and the business of food processing.

2. To carry on the business of farming, agriculture and horticulture in its branches and to grow,
produce, manufacture, process, prepare, refine, extract, manipulate, hydrolize, buy, sell,
market or deal in all kinds of agricultural, horticultural, dairy, and farm products and products
including foodgrains, cereals, seeds, soyabean, corn, corn oils, cash crops, plants, flowers,
vegetables, edible oils, foods and food products.

3. To cultivate any plantation or other agricultural produces in all its branches and carry on the
business as cultivators, buyers and dealers in vegetables, grains, vanaspaties and all other
agricultural produces and to prepare, manufacture and render marketable any such produces
and to sell, market, dispose off or deal in any such produces either in its prepared,
manufactured or raw state and to purchase, hold, develop, cultivate any agricultural, barren
land for the purpose herein mentioned.

4. To carry on the business as travel agents, selling agents, buying agents, marketing agents,
commission agents, advertising agents, clearing and forwarding agents, estate agents,
insurance agents, brokers or representatives of any company, corporation, firm or individual
and to transact and carry on all kinds of agency business.

5. To carry on the business as printers, lithographers, stereotypers, electrotypers, photographic
printers, photolithographers, chromolitho engravers, block, makers, die-makers envelop
makers, type founders, photographers, manufacturers, dealers and designers in playing,
visiting, railways, festivities, complementary and fancy cards, tickets, stamps and parchments
board, straw board, leather board, mill board, corrugated board, duplex board, triplex board,
hard board, plywood board, art board, chrome card and photo card.

6. To establish, maintain, conduct, provide and make available services as consultant, advisers
of every kind including commercial, statistical, financial accountancy, computer expert,
programmer, technical services, medical, legal, social services and to take such steps as may
be necessary for the purposes and to undertake for consideration on behalf of any client
the work of examining, inspecting and carrying out tests on any products and to issue
certificates in respect of such products.

7. To perform and undertake activities and carry on business pertaining to leasing, giving on hire
or hire purchase, warehousing, factoring, providing financial assistance by means of leasing,
giving on lease, hire or hire purchase, lending, reselling or disposing off all forms of immovable
and movable properties and assets including buildings, godowns, warehouses and real of any
kind, nature or user and all types of agricultural, industrial, domestic and other plants, equip-
ments and machineries, computers, electronic data processors, tabulators, air-conditioners, medical equipments, domestic equipments or appliances or any system or products whether industrial or consumer and all types of automobiles, aircrafts, vehicles and ships.

8. To carry on the business as manufacturers, fabricators, assemblers, processors, finishers, repairers, buyers, sellers, importers, let on hire, purchase and dealers in any kind of machine tools, machine tools including drilling, boring and tapping machines, milling machines, lathe machines, grinding machines, gear cutting and gear grinding machines, and tools for metal cutting and metal working, hammers, and forging machines, welding machines and equipments, welding electrodes, press, sheet, metal shaping machines and equipments, wire working and conveying machines, weighing machines and weights, printing machines, cutting machines, wood working machines, sewing machine and machine tools of all types, sizes and description.

9. To carry on business of storing of goods, articles, food stuffs, commodities of all kinds in refrigerators, ice chambers, deep freeze, cold storage or warehouses and for this purpose to construct, purchase, hire, take on refrigerators, ice chambers, deep freeze and cold storage of lease, develop ware houses, premises, buildings or units.

10. To carry on the business of textile engineers and manufacturers and dealers in textile machinery and to manufacture, produce, repair, alter, convert, recondition, resale, hire, import, export, market, let on hire, trade and deal in spares, plants, accessories, fittings, engineering goods, rolling stock, hardware required for textile industries.

11. To carry on business as manufacturers, buyers, sellers, dealers, distributors, stockists, importers, exporters, resellers clearing agents, transporters, processors in all kind of cements including ordinary, white, coloured, portland, lime cement and cement products of all kinds including pipe fittings, poles, roofs, bricks, prefabricated walls, blocks, tiles, covers, asbestos sheets and by-products and joint products thereof.

12. To carry on the business as manufacturers, sellers, dealers, distributors, stockists, importers, exporters, resellers, transporters, cleaning agents, processors of lime, bauxite, gypsum, asbestos, limestones, fixing materials, sand, plasters, jute bags, paper bags, gunny bags, HDPE/PP valves, and woven bags, plastic bags, packaging materials potteries, earthenwares, sanitary wares, refractories, ceramic wares, and products thereof.

13. To carry on in India or elsewhere the business of mining, quarries and to prospect for, search for find, get, work, process, crush, smelt, manufacture, refine, blend, clean, convert, store, transport, buy, sell, import, export, market and deal in all kinds of mineral oil of all kinds, minerals of all kinds, fuels of all kinds, their by-products, joint products, derivatives, mixtures, semifinished products and ores.

14. To manufacture, buy, sell, exchange, alter, improve, import, export, market or deal in all kinds of wires, bars and conductors including insulated wires, PVC wires, flexible cords, cotton or silk braided wires, conduct wires, low and high tension paper, copper conductors, aluminium conductors, copper bars, aluminium bus bars and their accessories.

15. To manufacture, buy, sell, distribute, import, export, market and deal in welding electrodes, welding machines, welding fluxes, gas cylinders of all types and sizes, power batteries and cells, torches, cooking range and other domestic appliances.

16. To carry on business as timber merchants and timber growers and to buy, sell, grow, process, prepare for market, manipulate, import, export, market and deal in timber and woods of all kinds and to manufacture and deal in wooden articles such as furnitures, fixtures, toys, wooden packing cases, domestic appliances, agricultural implements, windows, doors, articles required for construction work, wooden plants and machineries, houses, carriages, sports equipments, chairs, stage materials, exhibition materials, coaches, vehicle bodies and to buy, clear, work, develop and deal in timber estates.

17. To carry on in India or elsewhere, the business of producing, processing, manufacturing, formulating, using, acquiring, storing, refining, packing, transporting, distributing, importing, exporting and dealing in every kind and description of fertilizers, manures, chemical, insecticides, or...
inorganic chemicals, fluoro chemicals, heavy chemicals, fine chemicals, specialty chemicals, acids, alkalies, agrochemicals, industrial chemicals, laboratory chemicals, fatty acids, cellulose derivatives, furfural and its derivatives, starch derivative, nitrates, fluoroacids, sulphates, sulphur salts, tannins, chemical auxiliaries, disinfectants, PVC compound, fibre glass, all kinds of gums and gums derivatives, carbon black caustic soda, soda ash, conductive polymers, tripolymers, cellulose polymers, ethyl cellulose, hydroxy ethyl, nitro cellulose, carboxy methyl cellulose and its salts, microcrystalline cellulose powder, heavy waters, radio-isotopes, nuclear reactors and atoms.

18. To carry on the business as manufacturers, purchasers, sellers, processors, refiners, exporters, importers, and dealers in every kind or description of gases including oxygen, hydrogen, nitrogen, argon, acetylene and its compounds, by-products, joint products, ancillary products and its derivatives.

19. To carry on the business as civil engineer, mechanical engineer and for the purpose to build, erect, execute, administer, construct, alter, maintain, enlarge, pull down, remove or replace and market, deal in work, manage and control any buildings, structures, offices, factories, mills, shops, machinery, engineers, road ways, bridges, reservoirs, water house, wharves, electric works, tramways, railways, branches, or sildings, docks, harbours, canals, irrigations, reclamation, sewage, drainage and conveniences of all kinds.

20. To carry on in India or elsewhere the business of processing, converting, producing, manufacturing, formulating, using, buying, acquiring, storing, packing, selling, marketing, transporting, importing, exporting and disposing of all types and description of drugs, drug, intermediates synthetic drugs, medicines, vitamins, antibiotics, basic drugs, pharmaceuticals, biological products, food stuffs for human and animal use, gelatine capsules, sugar, agrochemicals, bio-chemicals, pesticides, fungicides, germicides, insecticides, waxes, waxes, dyes, dyes, intermediates, textiles auxiliary, colours, acids, varnishes, paints, pigments, synthetic resins, plasticizers, cosmetics, powders, creams, preparation for the dental, toilet requisites, detergents, surface active agents, cleaning agents, soaps, glasses, pottery, terracotta, artificial stones, cokes, explosives, photographic materials and industrial chemicals.

21. To carry on the business of investment company and to invest in and acquire and hold shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Uni Trust of India, Public Provident Fund and other government schemes existing from time to time.

22. To provide package of investment services by acting as managers to the public issue of shares, debentures, debenture bonds, securities by underwriting and to act as issue houses.

23. To carry on business as manufacturers, buyers, sellers, dealers, distributors, exporters, importers, hirers, stockists, surveyors, valuers, agents, clearing agents, processors, assemblers, repairers and commissioning of agricultural implements, equipments and machineries of all types and sizes either power driven or hand operated including harvesters, threshers, winnowers, cultivators, seeds and fertilizer drills, sprinklers, dairy machines, elevating machines, conveying machines, transmission machines, tractors, sprayers, haurers, hand and industrial blowers, drilling machines, oil engines, diesel engines, kerosene engines, petrol engines, internal combustion engines and their raw materials, components, semifinished goods, accessories and spare parts.

24. To carry on the business as manufacturers and dealers in all types of electrical, electronic, mechanical, microprocessor based, electro-mechanical computerised equipments including X-ray machines, ultra sound machines, scanners ECG machines, echo cardiographic machines, electro surgical instruments and digital Blood Pressure instruments required for medical, surgical operations, hospitals, dispensaries, medical centres, research laboratories, educational institutions, scientific and other institutions or organisations or companies.

25. To carry on the business as electroplaters, nickelplaters, chromium platers, metal sprayers, oxidisers, anodisers and metalplaters, general painters, varnishers, lacquerers, enamellers, polishers, wekers, braziers, gilders, goldsmiths, silversmiths, watchmakers and jewellers.

26. To carry on the business as manufacturers and dealers in metal wares, glass wares, leather wares, research equipments and appliances.
27. To manufacture, fabricate, assemble, buy, sell, market, let on hire, import, export, repair, maintain and deal in all kinds and description of automobile, whether propelled or assailed by means of petrol, spirit, gas, mineral oil, electricity, animal, atomic or any kind of fuel or power or energy including autocycles, motorcycles, scooters, mopeds, motor cars, auto rickshaws, trucks, tractors, delivery vans, tankers, lorries, buses, minibuses, metador tempo; motor boats, motor launches or other vehicles and their spare parts, components, accessories and ancillary equipments, or including automotive equipments, axles, hydraulic jacks, airbrakes equipments, suspension units, pressed steel cans, bearing, piston rings, crank shafts, truck bodies, tyres and tubes.

28. To set up, operate, fabricate, market and deal in steel furnace, steel rolling mills, steel rolling plant and to re-roll mild, low, medium, high carbon and alloy steel and alloy cold rolled and hot rolled strips, refine alloy and manufacture ingots, skelped billets of special steel and alloy steels and to act as steel makers, steel converters ship breakers and to manufacture metallurgical products in all forms.

29. To manufacture, produce, trade, export, import, market and deal in re-rolled sections of all sizes and specifications of ferrous and nonferrous, including angles, bars, flats, plates, rods, rails, rounds, octagons, hexagons, joint channels, sheets, strips, plates and cold twisted bars and other structures, steel extruded sections, forgings and to manufacture and deal in domestic goods made up of any metals and to manufacture and deal in steel and aluminium furniture and foil manufactured from aluminium and other ferrous and non-ferrous metals.

30. To carry on the business of manufacturers, fabricators, exporters of and dealers in wrought iron, pig iron, copper, brass, aluminium and other metals; metal alloys and scrap metals, skill and metallic residue and or compounds or products of any kind or description whatever.

31. To carry in India or elsewhere the business of designing, engineering, fabricating, manufacturing, assembling, marketing, importing, exporting, selling, purchasing, leasing, distributing, supplying on turnkey basis or servicing, maintaining, erecting and commissioning, repairing and dealing in earth moving machineries, road making and construction machineries including power plants, road rollers, mixer machines and weight lifting machineries including chain pulley locks, graded chains, mobile crane, overhead cranes, fork lift, passenger lift, elevators, vibrators, hydraulic jacks, excavators, air compressor, reduction gears, speed reducers, fire fighting equipments and plants, machinery and structures required for refining, processing, testing, storing, converting and transporting of all types of mineral oils, their by-products and ancillary products.

32. To carry on in India or elsewhere the business as manufacturers, producers, fabricators, processors, buyers, sellers, assemblers, importers, exporters and dealers in electrical, electronic or electromechanical or mechanical equipments, appliances, machineries, their components, accessories, spareparts and systems required for industrial, agricultural, domestic or other purposes including all types of meters, measuring instruments, testing instruments, calibrating instruments, protection, auxiliary and other relays, sonic or ultra sonic equipments, radars, computers, minicomputers, data processing equipments, micro processor based equipments, microwave equipments, control system or equipments, equipments required for atomic reactors and space applications, control systems, audio visual communication equipments, image and document production equipments, broadcasting and cinematographic equipments, testroom equipments, scientific instruments, medical and surgical equipments, oscilloscopes, electric motors of all types, electric furnaces, cremation furnaces, instrument transformers, current transformers, potential transformers, power line carrier communication equipments, telemetering equipments, bus ducts, tap changers, tensile testing equipments, switches, switch and control boards, control panels, time switches, radio control switches, circuit breaker of all types, switch gears and control gears, porcelain insulators, starters, boosters, rectifiers, low and high voltage transformers, vacuum gauges, television sets, tape recorders, video games, receiver sets, amplifiers, audio systems, calculators, electronic components including capacitors, transistors, electric and electro-mechanical parts, printed circuit boards, diodes, resistors, indicators, transformers, ferrites tubes, television tubes, picture tubes, incandescent lamp, miniature lamps and tubes, integrated circuits, thyristors, lamination sheets, stamping, all types of insulating materials, fuses, floppy disc, magnetic tapes, magnetic disc.
record players, changers, zip fasteners, watches, water filters valves, pressure vessels and
gauges, heat exchangers, dehumidifiers and corrosion control equipments and arms and
ammunition required for defence.

33. To carry on the business as transporters, couriers and carriers of every kind and description
of goods, materials, luggages, merchandise, animals or passengers boxes covers, cards,
papers and valuable articles from place to place either by air or by land or river or sea or
partly by sea or river and partly by land or air and for the purpose own, hire, take on rent,
give on rent, sale, purchase, market and deal in motor vehicles, aeroplanes, animal drawn
vehicles, car, ships, steamer, trucks, buses, minibuses and to carry on the business of general
carriers, railway and forwarding agents, clearing agents, warehousemen, storekeepers, bonded
caremen and common caremen and for the purpose to own, hire, lease, take on rent, give
on rent any buildings, warehouse or other facilities and to operate, establish, own and maintain
garages, service stations, workshops, terminal freight point and to store, repair, rent and lease
motors, buses, automobiles or other vehicles.

34. To carry on the business of designing, engineering, fabricating, manufacturing, assembling,
marketing, importing, exporting, selling, purchasing, leasing, distributing, supplying, on
turnkey basis or servicing, maintaining, erecting and commissioning, repairing and dealing
in all kind and description of industrial plants, petro-chemical plants, cement plants including
rotary kilns and fluxo packers, fertilizer plants, chemical vessels, sugar plants; edible and
non-edible oil extraction plants, pulp, pulp and paper manufacturing plants, pollution control
equipments, crystallizer plants, bottling plants, drying plants, power plants, coal and material
handling plants, dairy plants, plastic processing machinery, cement machinery, beverage
machinery, air conditioning and refrigeration plants and their machineries, components,
accessories, ancillary equipments, instruments and appliances.

35. To carry on the business as manufacturers, buyers, purchasers, sellers, processors, producers,
importers, exporters, researchers, developers, consultants, advisors and dealers in every
kind and description of ceramics, ceramic products, technical alumina, alumina products, their
raw materials, by-products, joint products, auxiliary products and allied products including
alumina titania ceramic textile thread guides, alumina ceramic seals, alumina nozzles, alumina
and zircon granules, industrial grade ceramic wool, ceramic deburring and grinding media,
ceramic coating, ceramic cutting tools, oxide ceramics of boron-nitri, titania alumina and
zircon based ceramics, assorted alumina products and potteries.

36. To carry on the business of extracting, refining, processing, blending, dealing, purchasing, selling,
edible or non-edible oils, rasa, rasayana, fats, basic substances, elements or ingredients from
all types of oil seeds, cash crops, seeds, food grains, cereals, nuts, cakes, agricultural produces,
vegetables, leaves, roots, flowers, herbs, plants, shrubs and trees and for the purpose to run
or carry on extraction plants, processing or refining plants and all other allied activities and to deal
in purchase, sell, export, import, or market such resultant products or produces and their derivatives,
by-products, joint products, finished products, raw materials or semi-processed materials.

37. To carry on the business as buyers, sellers, exchangers, importers, exporters, assemblers,
distributors, repairers, or dealers in all the accessories, raw materials, spare parts and
components required for the purpose of the business of the Company.

38. To carry on business as organiser, developer, contractor or owner or dealer of any land,
residential buildings, commercial buildings, shops, offices or any other buildings, and for the
purposes to purchase, take on lease, acquire, hold, develop, prepare building sites, construct,
reconstruct, repair, maintain, pull down, alter, improve, decrease, furnish, sell, market, give on
hire, purchase or on instalment or deal in any lands, residential buildings, commercial buildings,
shops, offices, club houses, works and sanitary conveniences of all kinds and to let out roads,
drainage pipes, water pipes and electric installations and to set apart lands for pleasure, gardens
and recreation grounds or improve the land or any part thereof.

39. To carry on in India or elsewhere, the business of producing, processing, converting manufac-
turing, formulating, factoring, using, buying, acquiring, storing, refining, packaging, selling,
marketing, transporting, distributing, importing, exporting, and dealing in all kinds and description
of petrochemicals, petroleum products its by-products, joint products, ancillary products and
derivatives thereof whether in liquid, solid, flake or gaseous form, including benzene, ethylene, propylene, polypropylene, propane, ethane, butenes, butadiene, isoprene, rubber, naphtha, methane, methanol, melamine, naphthalene, cyclohexanone, phenol, acetic acid, calcium acetate, vinyl acetates, polyurethanes and polyurethane-based chemicals, polyols and cyanides of all kinds, disocyanides, phosgene, polycarbonates, ammonium, caprolactam, adipic acid, hexamethylene diamine, amine compounds of lower and higher alkenes or thiolene, phthalic anhydride, alkyl resins, polyester fibres and films, mixed xylenes, paraxylene, melalxylene, toluene, cumene styrene, polymer products of all types including block polymers, graft polymers, random polymers, co-polymers, homo polymers, acrylonitrile co-polymers, butadiene styrene acrylonitrile terpolymers, butadiene styrene, polycarbonate of all kinds, synthetic rubbers, acrylonitrile rubber, styrene butadiene rubber, methacrolein, maleic anhydride, methacrylates, urea, formaldehyde, fibres of all kinds, including acrylic fibres, carbon fibres, polypropylene fibres, polyvinyl alcohol fibres, optical fibres, polycarbonate resins, formaldehyde resins, polyvinyl acetate resins, nylons of all kinds, hydrogen cyanide, poly methyl purified terephthalic acid, dimethyl terephthalate, polyvinyl chloride, acetylene, ethylene dichloride, ethylene oxide, ethylene glycol, polyglycols of ethylene, paraxylenes, poly styrene, poly propylene, isopropanol, acetone, propylene oxide, propylene glycol, acrylonitrile, acrolein, acrylate esters, ally chloride, epichlorhydrin, epoxy resins, plastics of all kinds, oxides of all kinds, chlorinated hydrocarbons, halogenated hydrocarbons, aliphatic and aromatic alcohols, ketones, aromatic acid, anhydrides, linear alkyl benzene, linear alkyl benzene sulfonates, quarternary ammonium compounds, alcohol ephoxylates, alcohol ephoxylates, monomers and polymers of vinyl acetate, vinyl chloride, esters of ethyl, methyl and ethyl terephthalic acids, lubricating oils, transformer oils, furnace oils, and polymers in all their forms like resins, fibre sheets, mouldings and castings.

40. Subject to the provisions of law applicable to carry on in India or elsewhere the business of running hotels, motels, restaurants, coffee houses, eating houses, lodging houses, boarding houses, flight kitchens, club houses, holiday resorts, holiday homes, travel and tours, health clubs, swimming pools, rest houses, entertainment houses and for this purpose to purchase, give on hire, construct, build, manage, improve, alter, demolish.

41. To carry on the business of manufacturing, producing, processing, sizing, drawing, crimping, twisting, texturising, blending, mixing, purchasing all kinds of natural and man-made fibres, fibre yarns, fibre cords, cotton yarns, polyester staple fibres, jute, wool, silk, core, art silk, nylon filaments, staple fibres, fabrics, plastic fabrics, synthetic and other fibrous materials, cloths, dressing materials, furnishing materials, handkerchiefs, khadi uniforms, readymade garments, apparels, carpets, blankets, padding, knitted goods, decorative materials, woven bags, hosiery, gloves, sewing threads, ropes, covers and packing materials.

42. To carry on the business as finance industrial enterprises and promote of Companies engaged in industrial and trading business and to manage syndicates in securities, finance and real estate.

43. To carry on the business as importers, exporters, buyers, sellers, dealers, principal or agent in all kinds of plant and machineries, equipments and instruments, articles, apparatus, appliances, accessories and fittings for the objects of the company.

IV. The Liability of the members is limited.

V. The Authorised Share Capital of the Company is Rs. 5,00,000/- [Rupees Five Lacs only] divided into 50,000 [Fifty Thousand] Equity Shares of Rs.10/- [Rupees Ten only] each.
We, the several persons whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Number of Equity shares taken by each subscriber</th>
<th>Signature, name, address, description and occupation of the witness</th>
</tr>
</thead>
</table>
| 1.      | Sadbhav Engineering Ltd.  
Sadbhav House, Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad-380006,  
Through its Authorised representative Vishnu M. Patel  
Son of Mafallal Patel  
Shashin-II, Hindu Colony,  
Opp. S. P. Stadium,  
Navrangpura, Abad-380009.  
Occupation: Business  
Sd/-                                  | 12,950 (Twelve Thousand Nine Hundred Fifty Only)        | Umang Desai  
S/o. Rajendra Desai  
10, Anuradha Society,  
Jivraj Park Road,  
Ahmedabad-51.  
Occupation: Service  
(Company Secretary) |
| 2.      | Sadbhav Infrastructure Project Ltd., Sadbhav House,  
Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad-380006,  
Through its Authorised representative Shashin V. Patel  
Son of Vishnuvai M. Patel  
Shashin-II, Hindu Colony,  
Opp. Sardar Patel Stadium,  
Navrangpura, Ahmedabad-380009.  
Occupation: Business  
Sd/-                                  | 37,000 (Thirty Seven Thousand Only)                      | |
| 3.      | Vishnubhai M, Patel  
Nominee of  
Sadbhav Engineering Limited,  
Son of Mafallal Patel  
Shashin-II, Hindu Colony,  
Opp. Sardar Patel Stadium,  
Navrangpura, Ahmedabad-380009.  
Occupation: Business  
Sd/-                                   | 10 (Ten Only)                                           | |

12,950 (Twelve Thousand Nine Hundred Fifty Only)
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Names, Addresses, Description and Occupation of the Common Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Occupation : Business</td>
<td><strong>Umang Desai</strong>&lt;br&gt;S/o. Rajendra Desai&lt;br&gt;10, Anuradha Society,&lt;br&gt;Jivraj Park Road,&lt;br&gt;Ahmedabad-51.</td>
</tr>
<tr>
<td></td>
<td>Occupation : Business</td>
<td>Occupation : Service&lt;br&gt;(Company Secretary)</td>
</tr>
<tr>
<td></td>
<td>Occupation : Service</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Manojibhai K. Agola</strong>&lt;br&gt;Nominee of Sadbhav Engineering Limited,&lt;br&gt;Son of Kantilal Agola&lt;br&gt;15, Riddhi Society, Rannapark,&lt;br&gt;Ghotlodia, Ahmedabad-61.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupation : Service</td>
<td></td>
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<tr>
<td></td>
<td>Sr. Vc. Manager&lt;br&gt;Sd/-</td>
<td></td>
</tr>
</tbody>
</table>

Place: AHMEDABAD

Dated this 24th day of March, 2022
THE COMPANIES ACT, 1956
[COMPANY LIMITED BY SHARES]
ARTICLES OF ASSOCIATION
OF
SHREE NATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

PRELIMINARY

Application of Table "A"

1. Subject as hereinafter provided and in so far as these presents do not modify or exclude them the regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956 [hereinafter called "The Act"] shall apply to the Company in so far as they are applicable to a Private Company.

Headings

2. The headings hereof shall not affect the construction hereof.

PRIVATE COMPANY

Restriction on Transfer and number of Members

3. The Company is a Private Company Limited by Shares within the meaning of Section 3(1)(iii) of the Act, and accordingly:

[a] Restricts the right to transfer its shares, in the manner and to the extent as hereinafter provided;

[b] Limits the number of its members to 50 [fifty] but not including:

[i] Persons who are in the employment of the Company.

[ii] Persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be the members after the employment ceased; provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member.

[c] Prohibits any invitation to the public to subscribe for any shares in or debentures of the Company.

[d] Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

[e] The Company is having a minimum paid up share capital of Rs. 1,00,000/- (Rupees One Lac) or such higher amount of capital as may be prescribed.

1 502
SHARE CAPITAL

Division of Capital

4. The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with power to increase or reduce the Share Capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred or such other rights, privileges or conditions as may be determined in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be provided by regulations of the Company and consolidate or sub-divide the shares and issue shares of higher or lower denomination by way of Ordinary Resolution.

Issue of Bonus Shares

5. Subject to provisions of the Act, the Company may, by passing a resolution in the meeting of the Board of Directors, capitalise any amount standing to the credit of Securities Premium Account, Capital Redemption Reserves Account, accumulated credit balance of the Profit & Loss A/c or General Reserve and the same may be applied in issuing the bonus shares as fully paid up in proportion of the shares held by each member in capital of the Company for the time being.

General Authority

6. Wherever in the Act it has been provided that the Company shall have any right, privilege or authority or that the Company cannot carry out any transactions unless the Company is authorised by its Articles then in that case, Articles hereby authorise and empower the Company to have such rights, privilege or authority and to carry out such transactions as have been permitted by the Companies Act, 1956.

Shares at the Disposal of Directors

7. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, in such proportions and on such terms and conditions and at par, at premium or at discount [subject to the provisions of the Act] as they may, from time to time, think proper.

Calls

8. The Directors, may from time to time, make calls upon the members in respect of any money unpaid on the shares in any manner, as they deem fit.

Power To Issue Shares At Discount

9. With the previous authority of Company in General Meeting and the sanction of the Company Law Board or of such authority as may be prescribed and upon otherwise complying with the provisions of Section 79 of the Act, it will be lawful for the Directors to issue at a discount, shares of a class already issued.

Power to Issue Sweat Equity Shares

10. Subject to and in accordance with the provisions of Section 79A of the Act, and rules, regulations or guidelines framed thereunder and in force from time to time, the Company shall have authority to issue the Sweat Equity Shares on such terms and conditions as may be decided in the general meeting and by the Board of Directors.

Power to Issue Preference Shares

11. Subject to and in accordance with the provisions of Section 80 of the Act whenever the Share capital of the Company consists of preference shares, the Company shall have authority to issue the redeemable preference shares.

Power to issue shares with the differential rights as to voting, dividend etc.

12. Subject to and in accordance with the provisions of Section 86 of the Act and rules, regulations or guidelines framed thereunder and in force from time to time, the Company shall have authority to issue the Equity Shares with differential rights as to dividend, voting or otherwise on such terms and conditions as may be applicable under the provisions of the said Act and rules and regulations framed there under and subject to the same the rate of voting shall be as such as may, be determined at the time issue of such class of shares in accordance with the resolution passed by the general meeting in this regard.

How Far New Shares To Rank With Shares In The Original

13. Except as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and installments, transfer and transmission for future, lien, voting rights and otherwise.
First Named Person Deemed Sole Holder
14. If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards voting at meetings, service of notice and all or any matters connected with the Company, except the transfer of shares and any other matters herein otherwise provided, be deemed to be sole holder thereof but joint holders of the shares shall be severally as well as jointly liable for the payment of all deposits, installments and calls due in respect of such shares and for all incidents thereof according to the Company's regulations.

Directors may allot Shares for consideration other than cash
15. The Board may issue and allot shares in the Capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the Company in or about the conduct of the Company's business and shares to be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid up shares.

Liability Of Members
16. Every Member or his/her heirs, executors, administrators, assigns or other representatives shall pay to the Company the portion of the Capital represented by his/her share or shares which may for the time being remain due and unpaid thereon in such amounts, at such time or times and in such manner as the Board shall from time to time in accordance with the Company's regulations require the payment thereof and so long as any money remain due, owing and unpaid to the Company by any member on any account, such member shall not be entitled at the option of the Board, to exercise any rights or privileges.

Employee Stock Option Scheme
17. (1) Subject to and in accordance with the provisions of the Act and any other rules, regulations or guidelines as may be prescribed if any, the Company may frame guidelines or scheme to be known as Employee Stock Option Scheme (ESOP) or Employees Stock Purchase Scheme (ESP).
(2) ESOP or ESPS may provide for the issue of shares/warrants, bonds or other debt instruments including the terms of payment
(3) The Board of Directors shall have the power to vary, alter or amend the terms and conditions of the ESOP or ESPS, at their sole discretion, in such manner as they may deem fit in the best interest of the Company.

Power of the Company to purchase its own securities
18. (a) Notwithstanding anything contained in Section 77 of the Act the Company shall have authority to purchase its own shares or other specified securities (hereinafter referred to as the "Buy-back of Shares or other specified securities") in such manner, to such extent and subject to such terms and conditions as may be prescribed under Sections 77A, 77AA and 77B of the Act or any rules, regulations or guidelines prescribed there under and applicable to the Private Company.
(b) Buy-back of shares or other specified securities under this Article shall not be treated as reduction of capital within the meaning of Section 100 to 104 of the Act.

Nomination of Shares
19. Every holder of shares in or holder of debentures of a Company may at any time, nominate a person to whom his/her shares in or debentures of the Company shall vest in the event of his/her death. Accordingly the provisions relating to nomination and transmission of shares as prescribed in Section 109A and 109B and any rules or regulations, if any, framed there under shall be applicable to such nomination.

TRANSFER AND TRANSMISSION OF SHARES

Restriction On Transfer Of Shares
20. Save as hereinafter provided no shares shall be transferred to a person who is not a member of Company.

Directors' Discretion To Decline Registration Of Any Transfer
21. The Directors may at any time in their absolute and uncontrolled discretion and without assigning any reason whatsoever, decline or acknowledge any proposed transfer of shares and their power or discretion to refuse such transfer shall not be affected by the fact that the proposed transferee is already a registered member of the Company. Without prejudice to the generality
of the aforesaid power, the Directors may in particular so decline in any case in which the Company has lien upon the shares (or any of them) or whilst any shareholder executing the transfer is either alone or jointly with any person or persons, indebted to the Company on any account whatsoever, or whilst any moneys in respect of the shares desired to be transferred (or any of them) remain unpaid or unless the transferee is approved by the Board. The registration of the transfer shall be conclusive evidence of the approval of the transfer by the Board.

Transfer Of Shares How To Be Made

22. Except where the transfer is made pursuant to Article 27, the person proposing to transfer any share (hereinafter called "proposing transferor") shall give notice in writing (hereinafter called "the Notice") to the Company that he desires to transfer the same. Such notice shall specify the number of the shares and shall constitute the Directors as agent for the sale of the shares to any member of the Company or person selected as aforesaid willing to purchase the shares (hereinafter called the "Purchasing Member") at a price so fixed or at the option of the purchasing member at the fair value to be fixed in accordance with Articles 24 hereinafter appearing. A transfer notice may include several classes and in such case it would operate as if it were a separate notice of each share. A transfer notice shall not be revoked except with the sanction of the Directors.

 Shares Comprised In the Transfer Notice How To Be Dealt

23. Except where the transfer is made pursuant to Article 27, the shares comprised in any transfer notice shall be dealt with as under:

[a] The Board shall forthwith give notice to all the members of the Company and specify the price of the shares to be sold and invite each of them to state in writing within 7 days from the date of the said notice whether he is willing to purchase any and if so what maximum number of the said shares.

[b] After the expiration of said 7 days the Board shall allocate the said shares comprised in the transfer notice to or amongst the members or member who shall have expressed their willingness to purchase as aforesaid, but so that in case of competition, they shall rank for acceptance pari passu in proportion to shares held by them and if any shares cannot be apportioned, such shares shall be offered to them in order determined by lot, and Directors shall cause such lots to be drawn accordingly.

[c] If shares are not taken up by the persons to whom they are offered in accordance with the foregoing provisions and the Company finds a purchasing member within the space of 3 months after the expiration of the said 7 days it shall give notice thereof to the purchasing member and proposing transferor who shall be bound upon payment of fair value as fixed in accordance with Article 24 hereof to transfer the shares to such purchasing member or members.

Fair Value Of The Shares To Be Fixed By The Auditor

24. The fair value of the shares shall be the fair value fixed by the Directors. If the purchasing member or members retain the fair value of the shares notified for the transfer shall be fixed by the Auditor of the Company, the Directors shall refer the matter to the Auditors of the Company and Auditors shall certify in writing the sum which in their opinion is the fair value and while so certifying, the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the provisions of the Indian Arbitration Act, shall not apply.

Procedure When Proposing Transferor Makes Default In Transferring

25. [1] In any case where the proposing transferor after having become bound as aforesaid makes default in transferring the Shares, the Directors may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute transfer of shares to the purchasing members, and upon the execution of such transfer, the Company shall hold the purchase money in trust for proposing transferor. The receipt of the Company for the purchase money shall be a good discharged to the purchasing member and after his name being entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

[2] If share certificate/Certificates in respect of the shares transferred as mentioned above is/are not delivered to the Company by the former holder of such share/shares, the Directors may issue new Certificate/s for such share/shares distinguishing it in such manner as they may think fit from the certificate/certificates not so delivered.
Right of the proposing transferor when the Company does not find a purchasing member
26. If the Directors do not within the space of the said three months find a purchasing member after giving notice in the aforesaid manner, the proposing transferor shall at any time within three months afterwards be at liberty subject to Article 21 hereof to sell and transfer the share to any person and at a price not less than the fair value as fixed in accordance with Articles 24 hereof.

Registration Of Transfer Not To Apply For Certain Transfer
27. Subject to the power of Directors in this behalf as mentioned in Article 21 hereof, any share may be transferred by a member to his spouse or lineal descendants, other existing members of the Company or to any other person if the Board of Directors by passing a resolution with the unanimous consent of all the directors present at the meeting, agrees to approve the transfer of shares in favour of the person referred to in this article and in that case the restrictions in the preceding Articles hereof shall not apply to any transfer made by virtue of this Article.

Directors Right To Transfer Shares Of Deceased Members
28. Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, any person becoming entitled to any share in consequences of death or insolvency of any share holder thereof or in any other way otherwise than by transfer upon producing such evidence of his title thereto may, with the consent of Directors [which they shall not be under any obligation to give] be registered as a member in respect of such shares, provided the Board shall have the right to decline registration as it would have had if the deceased or insolvent member had transferred the shares before his death or insolvency.

Directors May Call For Transfer Of The Shares Of The Deceased
29. [a] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, if any member dies, the Board may call the heirs or his executors or the administrators of such deceased members to transfer the shares of the deceased to some person to be approved by the Board at the fair value of the shares and if the heirs or the executors or the administrators do not comply forthwith such requisition, they shall be deemed to have served to the Company with a transfer notice under Article 15 and the provisions of that Article and the subsequent Articles shall apply thereon operate.

[b] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, on the death of any joint holders, the survivor or survivors of them shall be the only person or persons recognised by the Company as having any title to the shares but the Directors may require such evidence of death as they may think fit and nothing herein contained shall be deemed to release estate of the joint holder with any other persons.

[c] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, the executors or administrators of deceased members shall be the only person recognised by the Company as having any title to his shares and the Company shall not be bound to recognise such executors or administrators or other legal representation as the case may be from a duly constituted court in India. Provided nevertheless that it shall be lawful for the Directors in its absolute discretion to dispose with production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.

Provisions To Apply To Debentures
30. The provisions of these Articles for transfer and transmission of shares, shall mutatis mutandis apply to the transfer or transmission of any debenture of the Company.

Lien On Shares
31. The Company shall have a first and paramount lien upon all the shares registered in the name of each member and upon the proceeds of sale thereof for his debts, liabilities and engagements solely or jointly with any other person to or with the Company whether the period of payment, fulfillment or discharge thereof shall have actually arrived or not and such lien shall be extended to all dividends from time to time declared in respect of such shares, unless otherwise agreed. The registration of transfer of shares shall operate as waiver of Company's lien if any, on such shares. The Directors may at any time, declare any shares to be wholly or in part exempt from the provisions of this Article.
GENERAL MEETINGS

Notice Of Meeting
32. Any General Meeting may be called by giving to the members clear seven days' notice or a shorter notice than of seven days, if consent is accorded thereto by members of the Company holding not less than 95 percent of the paid up share capital of the Company and it shall not be necessary to annex any explanatory statement to the notice.

Quorum At General Meeting
33. Two members personally present shall be quorum of any General Meeting of the Company.

Voting Right
34. On a show of hands every member holding equity shares present in person shall have one vote. On a poll every such member present in person or by proxy shall have one vote for each share held by him.

Proxy
35. A member may appoint another member as his proxy to attend and vote instead of himself but a non-member shall not be so appointed and provisions of section 176(2) of the Act shall not apply to the Company.

No Vote if Calls Unpaid Etc.
36. No Member shall be entitled to vote at any General Meeting unless all call and other sum presently payable by him in respect of shares in the Company have been paid and no member shall exercise any voting rights in respect of any shares in regards to which the Company has or have exercised any right of lien.

DIRECTORS

Number Of Directors
37. Unless otherwise decided, the number of the Directors shall not be less than two and more than twelve excluding Nominee Director and Alternate Director.

Board of Directors
38. On the date of acceptance of these Articles of Association, directors of the Company are:

1. VISHNUBHAI MAFAITLAL PATEL
2. SHASINBHAI VISHNUBHAI PATEL
3. VASISTHAKUMAR CHANDULAL PATEL
4. NITINBHAI RAMESHCHANDRA PATEL

All the above directors as well as other directors appointed in pursuance of Article 45 shall not be liable to retire by rotation and shall act as directors until he/she resigns as directors or otherwise vacates his/her directorship on death or provisions of the Act.

Power To Fill Casual Vacancy
39. Subject to the provision of section 262 of the Act, Board shall have the power at any time and from time to time, to appoint any qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Power To Appoint Alternate Director
40. Subject to section 313 of the Act, Board of Directors of the Company may appoint an Alternate Director to act for a Director during his absence for a period of not less than three months from the State in which the meetings of the Board of Directors are ordinarily held.

Power Of Directors To Appoint Additional Directors
41. The Directors shall have power at any time and from time to time to appoint any other person as additional Director or the Board so that total number of Directors shall not at any time exceed the maximum number fixed as above and any person so appointed as an additional Director shall retain his office only until the next Annual General Meeting but shall then be eligible for re-appointment.

Nominee Directors
42. Subject to the provisions of the Act and these Articles, whenever the Directors enter into a contract with any Government, Central, State or Local, any Financial Institution/s or Bank/s or any person/s (hereinafter referred to as 'The Appointer') for borrowing any money or for...
providing any guarantee or security any technical or financial collaboration or assistance or for entering into any other arrangement, whatsoever, the Directors shall have the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such terms and conditions as may be mentioned in the agreement and that such Director or Directors may not liable to retire by rotation nor be required to hold any qualification shares. The Directors of Company may also agree that such Director or Directors may be removed from time to time by the appointer and the appointer may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever.

43. Power to appoint Permanent Director

Notwithstanding anything contained in Articles 39 to 42, and in addition to powers conferred upon the Board to appoint Directors under section 260, 262 and 313 of the Act, the Board shall have, pursuant to Section 255(2) of the Act, powers to appoint any director as Permanent Directors, who shall not be liable to retire by rotation. The person so appointed, pursuant to this Article, shall be eligible to act as directors until he/she resigns, dies, becomes disqualified to be a director of the Company or otherwise vacates his office pursuant to the provisions of the Act.

44. Chairman of the Board

The Board may from time to time appoint any Director to be the Chairman of the Board. The Chairman of the Board shall be subject to the same provisions as to resignation and removal as the other Directors, and he ipso facto, and immediately ceases to be the Chairman if he ceases to hold the office of Director for any cause.

45. Directors can hold office

Subject to the provisions of Section 299 and 314 of the said Act, a Director may hold any other office or place of profit under the Company except that of any auditor upon such terms and remuneration as may be determined by the Board from time to time.

46. Sitting Fee

Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine for attending every meeting of the Board or any Committee of the Board, subject to the ceiling prescribed under the Act. The Directors shall also be paid traveling and other expenses for attending and returning from meeting of the Board and any other expenses properly incurred by them in connection with the business of the Company.

47. Qualification Share

No Director of the Company shall be required to hold any qualification shares.

48. Directors not to retire by rotation

The First Directors as well as directors appointed under Article 43 hereinabove shall not be liable to retire by rotation.

49. Contract by Directors

Subject to the provisions of sections 297 and 299 of the said Act, a Director shall be capable of contracting and participating in the profits of any contract with the Company and shall be directly or indirectly concerned or interested in any contract or arrangement entered into by or on behalf of the Company in the same manner as if he was not a Director.

50. Special Remuneration to Directors

If any Director being willing, shall be called upon to perform extra services which expression shall include work done by the Director as a member of any Committee formed by the Directors or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum or by a percentage of profit or otherwise as may be determined by the Directors and such remuneration may be in addition to the remuneration above provided.

51. Expenses to Directors

In addition to the remuneration payable to them in pursuance of the aforesaid Articles, the Directors may be paid taxi, air or railway return fare, hotel and other incidental expenses incurred by them for the purposes of attending and returning from meeting of Board of directors or any Committee thereof or any general meeting of Company or in connection with the business of the Company.
PROCEDINGS OF THE BOARD

Quorum

52. The quorum for a meeting of the Board shall be one third of its total strength or two Directors, whichever is higher.

Resolution by Circulation

53. Save as otherwise expressly provided in the Act, a Resolution shall be valid and effectual as it had been passed at a meeting of the Board or Committee thereof, as the case may be, duly convened and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Director or to all the members of the Committee of the Board, as the case may be, then in India [not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be] and to all other Directors or members of the Committee at their usual address in India, and has been approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote on the resolution.

POWER OF DIRECTORS

54. The business of the Company shall be vested in the Board of Directors who may in addition of the powers and authorities by these presents or otherwise expressly conferred upon them exercise all or any of such powers and do such acts and things as may be exercised or done by the Company and are not hereby or by statute or law expressly directed or done by the Company of any statute or law of any regulation from time to time made by the Company in General Meeting, but subject to nevertheless to the provisions of any statute or law or any regulation from time to time made by the Company in General Meeting.

55. Without prejudice to the general powers conferred by these Articles and the other powers conferred by these presents, it is hereby declared that unless otherwise determined by the Directors, the Directors shall have the following powers that is to say:

(a) to pay the costs, charges and expenses incidental to the promotion, establishments, registration and running of business and affairs of Company.

(b) to take on lease, purchase or otherwise acquire any property or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.

(c) to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purpose and to execute and do all such instruments and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees.

(d) to improve, manage, develop, exchange, lease, mortgage, dispose or turn to account, or otherwise deal with absolutely or conditionally all or any part of the property, privilege or rights of the Company upon such terms, conditions and for such consideration as they think fit.

(e) to appoint any persons to be the attorney or agents of the Company for such purpose and with powers, authorities and discretion not exceeding if those vested in or exercisable by the Directors and for such period and subject to such terms and conditions as may be thought fit.

(f) to enter into, carry out, rescind or vary all financial arrangement with any banks, persons of corporation or in connection with the Company's business or affairs and pursuant to or in connection with such arrangements to deposit, pledge or hypothecate any property of the Company or the documents representing or relating to the same.

(g) to make and give receipts, permission, release and other discharge for money payable to the Company and for the claims and demands of the Company.

(h) to compound and allow time for the payment or satisfaction of any of debts due to or by the Company and to refer claims and demands of the Company.
(i) for and on behalf of the Company to draw, accept, endorse and all negotiable all such cheques, bills of exchange, promissory notes, hundies, drafts Governments bonds, other securities as shall be necessary in or for carrying on the affairs of the Company.

(j) to institute, conduct, prosecute, defend, compromise, withdraw or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company.

(k) to invest and deal with any of the moneys of the Company upon such securities (not being shares in this Company) or investments and in such manner as they may think fit and from time to time realize such securities and investment.

(l) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any matters aforesaid or otherwise for the purposes of the Company.

(m) at their discretion, to pay in cash or in fully or partly paid up shares of the Company for any property, rights or privileges, acquired by or service rendered to the Company or the premium payable in respect of any leases taken by the Company.

(n) to accept from any member on such terms and conditions as shares agreed upon a surrender of his shares or any part thereof.

(o) to sell, lease or otherwise dispose of whole or substantially the whole of the undertaking of the Company.

(p) to give to any person employed by the Company a commission on profits or turnover of any particular business or a transaction or share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.

(q) from time to time vary and repeal bye laws for the regulations of the business of the Company, its officers, employees, agents and associates.

(r) to form, amend and create for the employees of the Company and other persons having dealings with it such fund to provide for pensions, gratuities, superannuation fund, provident fund and the like as they may deem fit.

(s) to make and alter rules and regulations concerning the time and manner of payment of the contribution of the employees and the Company respectively to any such Fund, the actual employment, suspension and forfeiture of the benefits of the said Fund and the applications and disposal thereof and to otherwise in relation to the working management of the said Fund as the Directors shall from time to time think fit.

MANAGING DIRECTORS

Power to appoint Managing Directors

56. The Board may from time to time appoint any one or more Directors to be the Managing Director/Whole time Director of the Company on such remuneration and terms and conditions as the Board may think fit, and for a fixed term or without any limitation as to the period for which he is to hold such office and from time to time [subject to the provisions of any contract between him and Company] remove or dismiss him from office and appoint another in his place.

To what provisions he shall be subject

57. Managing Director [subject to the provisions of any contract between him and the Company] be subject to the same provisions as to resignation and removal as the other Directors and shall ipso facto and immediately cease to be the Managing Director if he cease to hold the office of Director for any cause.

Remuneration of the Managing Director/s and or Whole time Director/s

58. Managing Director/Whole time Director shall, in addition to the remuneration payable to him a Director of the Company as sitting fee, receive such remuneration as may be sanctioned by
the Board from time to time and such remuneration may be fixed by way of salary or commission or participation in profit, or perquisites and benefits or by some or all of these modes.

Management

59. The general meeting of the business of the Company subject to the control and supervision of Directors shall be in the hands of the Managing Director/s, Whole time Director/s of the Company, if any, who shall have power and authority on behalf of the Company to make all the purchases and sales and to enter into all contracts and to do all such acts and things which are usually necessary or desirable in the management of the affairs of the Company or in carrying out its objects and for and on behalf of the Company to draw, accept, endorse and negotiate all the cheques, bills of exchange, promissory notes, drafts, Government and other securities as shall be necessary for or carrying on the affairs of the Company and to institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the Company is concerned and to employ in or to appoint for the purpose of management of the business of the Company and to remove or suspend such administrators, secretaries, managers, experts, engineers, agents, clerks, brokers and other employees as he or they shall think proper and to advance money for purchase of goods, machinery, stores or any other property, article and things required for the purpose of the Company with or without security.

THE SEAL

60. The Board of Directors shall select a Seal for the Company and provide by resolution for the safe custody and affixing thereof, unless otherwise determined, any of the Directors may use and affix the Seal of the Company on behalf of the Company and the said Director shall sign the same in token thereof.

BORROWING POWERS

Powers to Borrow

61. The Board may from time to time, for the purpose of the Company's business raise or borrow or secure the payment of any sum or sums of money in excess of the aggregate of paid up capital of the Company and its free reserves in addition to temporary loans, if any, obtained from the Company's bankers as they, in their discretion deem fit and proper. Any such money may be raised or the payment or repayment thereof may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures, stocks of the Company charged upon all or any part of the property of the Company [both present and future] including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company or by other means as the Board deems expedient.

62. The Board may from time to time, before recommending any dividend, set aside, out of profits of the Company, such sum as they think fit, as a reserve-fund for redemption of debenture or to meet contingencies for equalisation of dividends, for special dividends or for rebuilding, repairing, restoring, replacing, improving, maintaining, or altering of any of the property of the Company or for such other purposes as it may in their absolute discretion, think conducive to the interest of the Company or by issue of bonus shares and without being bound to keep the same on deposit with bank and from time to time deal with every such investment and deposit of all or any part thereof for the benefit of the Company any they may divide the reserve fund into special funds as they think fit with full power to employ the assets constituting the reserve funds in the business of the Company and that without being bound to keep the sum separate from other assets save as any contrary direction given by the general meeting, the Board shall have the power to pay interim dividend. The Company may declare dividend in relation to any year by an extra ordinary general meeting where the sums has not been declared in the last annual general meeting.

Powers of the Board to modify final accounts

63. Every balance sheet and profit and loss account of the Company when audited and adopted by
the Company, in general meeting, shall be conclusive except as regards any matter in respect of which modifications may from time to time be considered proper by the Board of Directors and approved by the Company at its general meeting.

Bondls, Debentures, etc. to be subject to the control of Directors

Any Bonds, debenture stock or other securities maybe issued by the Company and the same shall be under the control of the Board, who shall issue them upon such terms and conditions, and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company.

INDEMNITY

Subject to provisions of Section 201 of the Act, the Directors, Secretary and any other officers for the time being of the Company and any trustees of the time being acting in relating to any of the affairs of the Company and their heirs, executors and administrators respectively shall be indemnified out of the assets of the Company from and against all suits, proceedings, cost, charges, losses, damage, and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duty in their respective office of trust except such, if any they shall incur or sustain; by or through their own willful neglect or default respectively and no such officer or trustees shall be answerable for the acts, receipts, neglects or defaults, of any other officer or trustees or joining in any receipts for the sake of confirming or for the solvency or honesty of any bankers or other persons with whom any money or effects belonging to the Company may lodged or deposited for safe custody or for any insufficiency or deficiency of any securities upon which any money of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid which may happen in or about the execution of this office or trust unless the same shall happen by the willful, neglect or default of such officer or trustee.

Secrecy Clause

66. [a] Subject to the provisions of Companies Act, 1956 no member shall be entitled to visit or inspect any work of the Company without the permission of the Directors, Managing Directors or Secretary or any discovery of any information or any detail of the Company's business or any other matter, which is or may be in the nature of a trade secret, mystery or secret process or which may relate to the conduct of the business of the company and which in the opinion of the Directors or the Managing Director will be inexpedient in the collective interests of the members of the company to communicate to the public or any member.

[b] Every Director, manager, secretary, auditor, trustee, member of committee, officer, servant, agent, accountant or other person employed in the business of the company will be upon entering his duties pledging himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Audit

67. The auditors of the Company shall be appointed, their remuneration shall be fixed, rights, duties and liabilities shall be regulated and their qualifications and disqualifications shall be in accordance with the provisions of section 224 to 233 both inclusive of the Companies Act, 1956.

Winding up

68. In winding up whether voluntarily or otherwise the liquidators may with the sanction of a Special Resolution distribute all or any of the assets of the company in specie or kind among the contributories in accordance with their respective rights.
We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of these Article of Association.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Names, Addresses, Description and Occupation of the Common Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sadbhav Engineering Ltd.</td>
<td>Umang Desai</td>
</tr>
<tr>
<td></td>
<td>Sadbhav House, Opp. Law Garden Police Chowki,</td>
<td>S/o. Rajendra Desai</td>
</tr>
<tr>
<td></td>
<td>Ellisbridge, Ahmedabad-380006, Through its</td>
<td>10, Anuradha Society,</td>
</tr>
<tr>
<td></td>
<td>Authorised representative Vishnu M. Patel</td>
<td>Jivraj Park Road,</td>
</tr>
<tr>
<td></td>
<td>Son of Mafalal Patel</td>
<td>Ahmedabad-51.</td>
</tr>
<tr>
<td></td>
<td>Shashin-II, Hindu Colony, Opp. S.P. Stadium,</td>
<td>Occupation : Service</td>
</tr>
<tr>
<td></td>
<td>Navrangpura, A'bad-380009.</td>
<td>(Company Secretary)</td>
</tr>
<tr>
<td></td>
<td>Occupation : Business</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sd/-</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Sadbhav Infrastructure Project Ltd., Sadbhav</td>
<td></td>
</tr>
<tr>
<td></td>
<td>House, Opp. Law Garden Police Chowki,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ellisbridge, Ahmedabad-380006, Through its</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Authorised representative Shashin V. Patel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Son of Vishnubhai M. Patel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shashin-II, Hindu Colony, Opp. Sardar Patel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stadium, Navrangpura, Ahmedabad-380009.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupation : Business</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sd/-</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Vishnubhai M. Patel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nominee of Sadbhav Engineering Limited,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Son of Mafalal Patel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shashin-II, Hindu Colony, Opp. Sardar Patel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stadium, Navrangpura, Ahmedabad-380009.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupation : Business</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sd/-</td>
<td></td>
</tr>
<tr>
<td>Sr No.</td>
<td>Names, addresses, descriptions, occupation and signature of subscribers</td>
<td>Number of Equity shares taken by each subscriber</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>50,000</strong> (Fifty Thousand)</td>
</tr>
</tbody>
</table>

Place: AHMEDABAD  Dated this 24th day of March, 2023
Mr. L.P. Padhy  
General Manager (Tech.)  
National Highways Authority of India  
G-5 & 6, Sector 10, Dwarka  
New Delhi – 110 075  

Sub: Four Laning of Gomati Chauraha – Udaipur section of NH-8 (from Km 177/000 to Km 260/100) in the state of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (toll) basis - Legal Opinion on SPV reg.

In pursuance of your observation conveyed to us and further modifications suggested today we hereby make following submission to the same. We take this opportunity to take the follow up action based on the said observation.

A) With reference to your observation made at point 1 pl find the revised Board Resolution of SIPL dt.07.03.2012

B) With reference to your observation made at point 3 and 5 please find the revised, letter and the undertaking with Date of Incorporation of 30.03.2012

C) With reference to your Observation 2, asking us to amend the Main Object Clause of the M/s Shreenathji – Udaipur Toll way Private Ltd. Please note that we have as intimated by you have initiated the process of amending the Main Object on the same line as under

To undertake the Four Laning of Gomati Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

The above referred change has been approved by the members at General Meeting of the Company and the revised Memorandum of Association shall be sent shortly.

D) With reference to your Observation 4, please find the revised Legal Opinion with the reference of the Board Resolution passed on 07.03.2012 the copy of the same is available with you.
Further to your observation in 1 to 5, additional 3 documents have also been asked to produce. The said 3 documents namely 1) Introduction letter of SPV 2) Undertaking to abide by the Main object Clause and a Confirmation Letter of SPV in terms of Cl.7.1(l) and(m)are enclosed hereto.

In view of the above referred submission we reiterate that we have initiated the process of changing the Main Object Clause as advised by you and the revised MOA shall be provided to your good office in early next week.

We: suppose this will fulfill your requirement of the documents for registering M/s Shreenathji- Udaipur Tollway Pvt.Ltd. as SPV.

We: request you to appreciate the fact that last 3-4 days have been observed as Public Holiday at ROC office and as a result of the same we are constrain to request your good office to grant us few more days for submitting the above referred documents.

Looking forward to receive the revised date of execution of Concession Agreement

For Sadbhav Engineering Ltd.

[Signature]

Director

Encl: As above
SIPL
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 07.03.2012 AT REGISTERED OFFICE OF THE COMPANY:

"RESOLVED THAT the subject to the issuance of Letter of Award by National Highway Authority of India, New Delhi and subject to the conditions arising out of the same the consent of the Board of Directors be and is hereby given to incorporate/promote/form a new Private Limited Company with initial authorized capital of Rs.5.00lacs (Rupees Five Lacs only) as Special Purpose Vehicle (SPV) to undertake the project ‘4 Laning of Gomti Churaha - Udaipur section of NH-8 (from km177/000 to Km260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance Operate and Transfer (Toll) basis

RESOLVED FURTHER THAT Shri Vishnubhai M Patel and Shri Shashin V Patel, Shri Girish D.Patel Chairman, Director and Authorized Signatory respectively of the Company be and are hereby severally authorized to apply to the Registrar of Companies, Gujarat for availability of name of Company to be incorporated under the name and style of “M/s Shreenathji-Udaipur Toll Way Private Limited” or such other name as may be approved by the Registrar of Companies, Gujarat

RESOLVED FURTHER THAT consent of the Board of Directors of the Company be and is hereby accorded for subscribing 74% of the paid up capital of the proposed Company equivalent to 37000 Equity Shares of Rs.10/- each of the Equity Capital of the proposed new Company by way of subscribing the Memorandum and Articles of Association of the proposed new Company.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel, Chairman of the Company and Shri Shashin V Patel, Director be and are hereby severally authorized to sign on behalf of the Company as subscriber to Memorandum and Articles of the proposed New Company.

RESOLVED FURTHER THAT Shri Vishnubhai M Patel and Shri Shashin V Patel, Shri Girish D.Patel, Chairman, Director and Authorized signatory respectively of the Company be and are hereby severally authorized to do all necessary acts, deeds and things for giving effects to this resolution."

Certified True
For Sadbhav Infrastructure Project Ltd.

Director

DIL : 05.04.2012
Place: Ahmedabad

Sadbhav Infrastructure Project Ltd.
Regd Office: "Sadbhav House"
Opp. Law Garden Police Chowki,
Elbridge, Ahmedabad - 380006.
T: +91 79 26463384 I +91 79 26400210
Web: www.sadbhav.com
MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN: B36289387
Payment made into: ICICI Bank

Service Request Date: 05/04/2012

Received From:
Name: GAURAV VESASI
Address: 61 IWARKESH TOWER, NR JUDGES BUNGLOWS
BOYAKDEV
AHMEDABAD, GUJARAT
380015

Entity on whose behalf money is paid
CIN: U45201GU2012PTC069676
Name: SHRIEENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
Address: "S/DBHAV HOUSE " OPP LAW GARDEN POLICE CHOWKI
ELI ISBRIDGE
AHMEDABAD, GUJARAT
INDIA - 380006

Full Particulars of Remittance
Service Type: eFiling

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Type of Fee</th>
<th>Amount(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee For Form 23</td>
<td>Normal</td>
<td>300.00</td>
</tr>
</tbody>
</table>

Total 300.00

Mode of Payment: Internet Banking - ICICI Bank

Received Payment Rupees: Three Hundred only

Note: The defects or incompleteness in any respect in this eForm as noticed by the Registrar shall be placed on the Ministry's website (www.mca.gov.in). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form 67 (Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off by the Registrar.

It is compulsory to file Form 67 (Addendum) electronically within the due date whenever the document is put under PUCL by the ROC, failing which the system will treat the document as invalid and will not be taken on record.

518
**FORM 23**

[Registration of resolution(s) and agreement(s)]

**[Pursuant to section 192 of the Companies Act, 1956]**

<table>
<thead>
<tr>
<th>Form Language</th>
<th>☐ English</th>
<th>☐ हिन्दी</th>
</tr>
</thead>
</table>

Note - All fields marked * are to be mandatorily filled.

1. (a) Corporate identity number (CIN) of company: U5201GJ2012PTC069676
   (b) Global location number (GLN) of company: 

2. (a) Name of the company: SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
   (b) Address of the registered office of the company: "SADHAV HOUSE - OPP LAW GARDEN POLICE CHOWKI ELLISBRIDGE AHMEDABAD GUJARAT INDIA 380006
   (c) *e-mail ID of the company: girishpatel@sadbhaveng.com

3. *Registration of
   ☑ Resolution(s) ☐ Agreement ☐ Postal ballot resolution(s) under section 192A

4. Date of dispatch of notice for passing of
   (a) Resolution(s): 02/04/2012 (DD/MM/YYYY)
   (b) Postal ballot resolution(s): 

5. Date of passing of
   (a) Resolution(s): 05/04/2012 (DD/MM/YYYY)
   (b) Postal ballot resolution(s): 

6. Number of resolution(s) for which the form is being filed: 1

Details of the resolution:

1. (a) Section of the Companies Act, 1956 under which passed: 17(1) and 18(1)
   (b) Purpose of passing the resolution
   Alteration in object clause
   - If other, mention the section and purpose
   (c) Subject matter of the resolution
   Since the Company was incorporated in order to undertake the Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis, and as per the guidelines of NHAI the main object should only be as per the Letter of Award given, the main object is therefore changed

2. In case of listed company, mention whether resolution passed by postal ballot
   ☑ Indicate the authority passing or agreeing to the resolution
   ○ Board of directors ☐ Shareholders ☐ Class of shareholders ☐ Creditors
   (f) Whether ordinary or special resolution or with requisite majority
   □ Ordinary resolution ☐ Special resolution ☐ Requisite majority: 519

Page 1 of 4
7. (a) In case of alteration in object clause, whether there is any change in the industrial activity of the company

Yes ☐ No ☐

(b) If yes, provide the main division of new industrial activity of the company

Description of the main division

8. In case of voluntary winding up under section 484, provide the following details

(a) Mode of winding up

Members' ☐ Creditors' ☐

(b) Date of commencement of winding up

(DD/MM/YYYY)

(c) Number of liquidator(s)

Details of liquidator(s)

I. Income-tax permanent account number (Income-tax PAN)

Name

Address

Line 1

Line II

City

State

Country

Pin Code

II. Income tax PAN

Name

Address

Line 1

Line II

City

State

Country

Pin Code
9. Details of the agreement

(a) Date of the agreement (DD/MM/YYYY)

(b) Section of the Companies Act, 1956 under which agreement made

(c) Purpose of entering into the agreement

If other, mention the section and purpose

(d) Subject matter of the agreement

(e) Indicate the authority adopting the agreement

○ Board of directors ○ Shareholders ○ Class of shareholders ○ Creditors

10. Service request number (SRN) of Form 21 (in case of alteration in object clause)

Attachments

List of attachments

1. Copy(s) of resolution(s) along with copy of explanatory statement under section 173
2. Altered memorandum of association
3. Altered articles of association
4. Copy of agreement
5. Optional attachment(s) - if any

List of attachments

Scanned Resolution-Alt in Main Object.pdf
SHREENATHJI-UDAIPUR_revised MOA.pdf
22-A.pdf
Verification

To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete. It is also certified that copy of the resolution(s) or agreement(s) filed herewith is or are a true copy(s) of the original.

I have been authorised by the Board of directors' resolution number 05 dated 31/03/2012 (DD/MM/YYYY) to sign and submit this form.

To be digitally signed by
Managing Director or director or manager or
secretary or liquidator of the company

* Designation: Director

Name of liquidator

* Director identification number of the director or Managing Director, or
Income-tax PAN of the manager or liquidator; or
Membership number, if applicable or income-tax PAN of the secretary
(secretary of a company who is not a member of ICSI, may quote his/ her income-tax PAN)

Certificate

It is hereby certified that I have verified the above particulars (including attachment(s)) from the records of

SHREE ANTHI-UDAIPUR TOLLWAY PRIVATE LIMITED:

and found them to be true and correct. I further certify that all required attachment(s) have been completely attached to this form.

☐ Chartered accountant (in whole-time practice) or ☐ Cost accountant (in whole-time practice) or
☐ Company secretary (in whole-time practice)

*Whether Associate or fellow ☐ Associate ☐ Fellow

* Membership number or certificate of practice number 4178

For office use only:

eForm Service request number (SRN) eForm filing date (DD/MM/YYYY)

This e-Form is hereby registered

Digital signature of the authorising officer

Date of signing (DD/MM/YYYY)
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE EXTRA ORDINARY GENERAL MEETING OF MEMBERS OF SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED HELD ON 5TH APRIL, 2012 AT THE REGISTERED OFFICE OF THE COMPANY AT 11.00 A.M.

"RESOLVED THAT in pursuance to the provisions of Section 17 of the Companies Act, 1956, and other applicable provisions if any, the existing Clause III A (1) of Memorandum of Association i.e. Main Objects Clause, be and is hereby amended by replacing the existing clause which shall read as under:

Clause III A MAIN OBJECT:

1. To undertake Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.

CERTIFIED TRUE COPY

FOR, SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

DIRECTOR
EXPLANATORY STATEMENT PURSUANT TO SEC.173(2) OF THE COMPANIES ACT, 1956

Since the Company was incorporated in order to undertake the Four Laneing of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (ToI) basis, and as per the guidelines of NHAI the main object should only be as per the Letter of Award given, the main object is therefore changed as mentioned.

CERTIFIED TRUE COPY

FOR, SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

DIRECTOR
To whom it may concern

We have verified the Certificate of Incorporation and Memorandum and Articles of Association of Shreenathji-Udaipur Toll Way Private Limited ("Company") a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at "Sadbhav House", Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad 380006 and state as under.

1. Company is duly incorporated under the provisions of Companies Act, 1956 and has been issued certificate of incorporation on 30th March, 2012.

2. The main object of Company authorizes it to work of Design, Engineering, Construction, Development, Finance, Operation and Maintenance of FourLaning of GomtiChauraha-Udaipur Section of NH-8 (from Km 177/000 to km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.

3. The Board of Directors of Sadbhav Infrastructure Project Ltd, the holding company in their meeting held on 7th March, 2012 has approved the draft Concession Agreement and authorised its Directors to enter into the same.

Accordingly on perusal of the above documents we confirm that Shreenathji-Udaipur Toll Way Private Limited is duly organized and authorised by its Board Resolution passed on 30.03.2012 to enter into Concession Agreement.

For, Lalit Patel & Associates

Lalit Patel
Proprietor.
Date: 2nd April, 2012
Place: Ahmedabad
Introducing SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED:

Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad -6

SEL/SUTPL-CA/04-2012
Dt: 02.04.2012

The General Manager(Raj)
National Highway Authority of India Ltd.
G-5 &6, Sector -10, Dwarka,
New Delhi-110075

Introduction of SPV:

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref Letter bearing no. NHAI/11012/01/2011/BOT/Raj/Gomti-Udaipur/ 12
Dt.12.03.2012

Sir,

Pursuant to the captioned NHAI letter and under the terms and conditions stated therein, Sadbhav Engineering Ltd. (Bidder) and its Affiliate/Subsidiary M/s Sadbhav Infrastructure Project Ltd. have incorporated a Private Company namely "SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED" (hereafter the SPV) vide Certificate of Incorporation Dt.30.03.2012 attached with the Articles and Memorandum of Association of the Company.

We further submit herewith the Documents as required by you in a separate file as enlisted for the purpose of execution of Concession Agreement and shall be pleased to provide any other documents as may be suggested by your good office. (Pl see the File with the documents).

SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
I) In view of the above we hereby introduce this SPV to be named in the Concession Agreement as Concessionaire having following brief particulars as mentioned hereunder in the given table:

**Details of SPV:**

<table>
<thead>
<tr>
<th>Name of the SPV</th>
<th>Shreenathji-Udaipur Tollway Private Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered office of the SPV</td>
<td>Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad-380006, Gujarat</td>
</tr>
<tr>
<td>Date of Incorporation</td>
<td>30th March 2012</td>
</tr>
<tr>
<td>Authorised and Paid-up Share Capital</td>
<td>Rs.5,00,000/- divided in to 50,000 Eq. Shares of Rs. 10/- each</td>
</tr>
</tbody>
</table>
| Promoter Share Holder & their Equity Share Holding | 1. Sadbhav Engineering Ltd. (26%)  
  2. Sadbhav Infrastructure Projects Ltd. (74%) |
| Directors of the SPV                   | 1. Shri Vishnubhai M. Patel  
  2. Shri Shashinbhai V. Patel  
  3. Shri Nitin Patel  
  4. Shri Vashishth C. Patel |

II) Considering the Incorporation of Shreenathji-Udaipur Tollway Private Ltd. we hereby give our consent to sign and execute Concession Agreement in view of the LOA issued to the Bidder.
III) We undertake that execution, delivery, and performance of Concession Agreement will not conflict with the result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association (or those of any member of Consortium if any) or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

IV) Having received the above referred documents we hereby request you to finalized the date for the execution of the Concession Agreement as the same is required to be done within 30 days of your LOA dt. 12.03.2012.

Certified True

For Shreenathji-Udaipur Tollway Private Ltd.

[Signature]

Director

Enc: 1 Enclosed File
UNDEARTAKING

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref: Letter bearing no NHAI/11012/01/BOT/Raj/Gomti-Udaipur/12 Dt.12.03.2012

M/s SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED having its registered office situated at Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad -6, through its Director Shri Shashin V.Patel hereby undertake that pursuant to the captioned NHAI letter and under the terms and conditions stated therein, M/s Sadbhav Engineering Ltd.(Bidder) and its Affiliate/Associate M/s Sadbhav Infrastructure Project Ltd. has incorporated a Private Company, namely "SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED" hereafter the SPV) vide Certificate of Incorporation Dt.30.03.2012

We further undertake that the said SPV shall carryout its business in line with the Main Object as prescribed in the Memorandum of Association of this Company for the purpose of 'Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis for the same as mentioned in the registered Memorandum of Association of the Company

Whatever stated above is correct

Dt: 05.04.2012

For SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

Director
The General Manager(Raj)
National Highway Authority of India Ltd.
G-5 &6, Sector -10, Dwarka,
New Delhi- 110075

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref: Letter bearing no.NHA-I/11012/01/2011/BOT/Raj/Gomti-Udaipur/12 Dt.12.03.2012

Sir,

THE COMPANY (SPV) HERE BY REPRESENTS AND WARRANTS that upon execution of Concession Agreement, SPV shall fulfill the requirement of Cl. 7.1(l) & 7.1(m) of the draft Concession Agreement.
The General Manager (Raj).
National Highway Authority of India Ltd.
G-5 & 6, Sector - 10, Dwarka,
New Delhi-110075

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH-8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.

Ref: Further Amendment and additional document as desired by your good office

Sir,

In continuation of our earlier communication dt.09.04.2012 and with regard to the modifications suggested by your good office please find following documents in order, as desired by you. Considering these documents kindly replace them with the documents submitted earlier.

List of Documents:--

1. Undertaking on SUTWPL letter Head with the dt. On which Object clause was approved by ROC
2. SUTWPL Letter confirming Warranty / Representation under Cl 7.1(I) & (M) removing word "Draft"
3. SIPL Board Resolution dt. 07.03.2012 undertaking to maintain 51% of stake in SPV during Construction period and 2 yrs thereafter.
4. Introduction Letter on SUTWPL letterhead in line with Cl. G of the recital of draft CA
Kindly approve this document and register this SPV Company as Concessionaire for the execution of Concession Agreement for the captioned subject.

Considering the availability of our Managing Director Shri Vishnubhai M. Patel at New Delhi, we propose 18th of April, 2012 for execution of CA.

For Sadbhav Engineering Ltd.

[Signature]

Director
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED:

Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad - 6

SEI/SUTPL-CA/04-2012

Dt: 11.04.2012

The General Manager (Raj)

National Highway Authority of India Ltd.

G-5 & 6, Sector -10, Dwarka,

New Delhi- 110075

UNDERTAKING

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref: Letter bearing no. NHAI/110/01/2011/BOT/Raj/Gomti-Udaipur/ 12 Dt.12.03.2012

M/s SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED having its registered office situated at Sadbhav House, Opposite Law Garden Police Chowki, Ellisbridge, Ahmedabad - 6, through its Director Shri Shashin V. Patel hereby undertakes that pursuant to the captioned NHAI letter and under the terms and conditions stated therein, M/s Sadbhav Engineering Ltd. (Bidder) and its Affiliate/Associate M/s Sadbhav Infrastructure Project Ltd. has incorporated a Private Company, namely "SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED" (hereafter "the SPV") vide Certificate of Incorporation Dt.30.03.2012

We further undertake that the said SPV shall carry out its business in line with the Main Object as prescribed in the Memorandum of Association of this Company for the purpose of Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis for the same as mentioned in the registered Memorandum of Association of the Company and will not carry any other business activities except as the Main Object

Whatever stated above is correct

For SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

Director

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The General Manager(Raj)
National Highway Authority of India Ltd.
G-5 &6, Sector -10, Dwarka,
New Delhi- 110075

Confirmation of the Representation and Warranty under Cl. 7.1(l)&(m) of draft CA:

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 263/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref: Letter bearing no.NHAI/11012/01/2011/BOT/Raj/Gomti-Udaipur/12 Dt.12.03.2012

Sir,

THE M/S SHREENATHJI-UDAIPUR TOLLWAY PVT.LTD.(SPV) HERE BY REPRESENTS AND WARRANTS that upon execution of Concession Agreement ,it shall fulfill the requirement of Cl. 7.1(l) & 7.1(m) of the Concession Agreement

Dt: 02.04.2012
Place :Ahmedabad

For SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

[Signature]

Director
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 07.03.2012

"RESOLVED THAT pursuant to the authority being provided by Sadbhav Engineering Ltd., Company do invest in the Equity of proposed Shreenathji-Udaipur Toll Way Ltd. ("SPV") to the extent of 74% of its Paid-up Equity share Capital

FURTHER RESOLVED that Company do undertake that Company to gather with its Associate/ Affiliate as may be provided in Concession Agreement, shall not reduce its aggregate holding below 51% (Fifty one Percent) of SPV during the Construction Period and two years thereafter"

Dt: 02.04.2012
Place: Ahmedabad

Certified True
For Sadbhav Infrastructure Project Ltd.

[Signature]
Director

Sadbhav Infrastructure Project Ltd.
Regd Office: "Sadbhav House"
Opp. Law Garden Police Chowki,
Ellisbridge, Ahmedabad - 380006.
T: +91 79 26463384 F: +91 79 26400210
Web: www.sadbhaveng.com
The General Manager (Raj)
National Highway Authority of India Ltd.
G-5 & 6, Sector -10,Dwarka,
New Delhi- 110075

Introduction of SPV:

Sub: Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis

Ref: Letter bearing no .NHAf/11012/01/2011/BOT/Raj/Gomti-Udaipur/ 12 Dt:12.03.2012

Pursuant to the clause 'G' of draft CA this is to submit you to accept M/s SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED, as entity (hereafter "Concessionaire") which shall undertake and perform the obligations and exercise the rights of the selected bidder (M/s Sadbhav Engineering Ltd.) including the obligation to enter in to the Concession Agreement pursuant to the LOA.

It is further represented that the Concessionaire has been promoted by the Bidder M/s Sadbhav Engineering Ltd and its Associate/Affiliate M/s Sadbhav Infrastructure Projects Ltd (26:74) for the purpose of execution of the Concession Agreement.

Dt: 02.04.2012

Place :Ahmedabad

For SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

Director

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Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporation Identity Number: U45201GJ2012PTC069676

The shareholders of M/s SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 05/04/2012 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Ahmedabad this Eleventh day of April Two Thousand Twelve.

Registrar of Companies, Gujarat, Dadra and Nagar Haveli

Note: The corresponding form has been approved by RAMDAS GUPTA, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 6(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).
Form 1
Certificate of Incorporation

Corporate Identity Number: U45201GJ2012PTC069676 2011 - 2012

I hereby certify that SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Ahmedabad this Thirteenth day of March Two Thousand Twelve.

Registrar of Companies, Gujarat, Dadra and Nagar Haveli

*Note: The corresponding form has been approved by SHYAM NATH MISRA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2008. The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).*

Mailing Address as per record available in Registrar of Companies office:
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
"SADHJAVA HOUSE" OPP LAW GARDEN POLICE CHOIKI, ELLISBRIDGE,
AHMEDABAD - 380006,
Gujarat, INDIA
THE COMPANIES ACT, 1956
[COMPANY LIMITED BY SHARES]
MEMORANDUM OF ASSOCIATION
OF
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED

I. The name of the Company is “SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED”.

II. The Registered Office of the Company will be situated in the State of Gujarat.

III. The objects for which the Company is established are:

[A] THE MAIN OBJECT OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION IS:

*1. To undertake the Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.

The object of the Company was changed by passing of special resolution in the extra Ordinary General Meeting of the Shareholders held on 05/04/2012.

I

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THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:

1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell, dispose of, carry out or alter as may be necessary or convenient any leasehold or freehold lands, movable or immovable properties, including building, workshops, warehouse, stores, easement or other rights, machinery, plant, work, stock in trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.

2. To apply for, purchase, acquire, and protect, prolong and renew in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account and or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or proposes to acquire.

3. To establish, provide, maintain and conduct or subsidise research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and/or to sponsor or draw out programmes for promoting scientific, technical, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes, grants to students and generally to encourage, promote inventions of any kind that may be considered useful to the company.

4. To form incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any persons, firm or company or companies carrying on all or any of proposing to carry on or ceasing to carry on any business, profession or activities which the company is authorised to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act, 1956, the control and management of the company or the undertaking of the acquisitions of any other object or objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation or takeover or acquisition and to remunerate any person, firm or company in any manner, it shall think fit for services rendered or to be rendered for and in respect of such promotion or Incorporation or takeover or acquisition or in obtaining subscription of or the placing of any shares, stocks, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions of the Companies Act, 1956.

5. Subject to the provisions of applicable law to procure registration, Incorporation or recognition of the Company in any country state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.

6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, co-operation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business, undertaking or transactions which this company is authorised to carry on or engaged in any business, undertaking or transactions.
or transactions which may seem capable of being carried on or conducted, so as directly
or indirectly, to benefit the company.

7. To acquire or amalgamate, absorb or merge with any other company or companies or to form,
promote subsidiaries having objects altogether or in part similar to those of this company.

8. To manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licences,
easements or turn to account or otherwise dispose off in any manner the whole of the undertaking
or any properties (movable or immovable), assets, rights, and effects of the Company or any part
thereof, on such terms and for such purposes and for such consideration as the company
may think fit and in particular for shares, debentures, or securities of any other company having
objects altogether or in part similar to those of this Company and in the event of winding up of
the Company to distribute among the members in specie or kind any properties or assets of the
Company or any proceeds of sale or disposal of any properties of the Company, subject to the
provisions of the Companies Act, 1956.

9. To enter into arrangements with any government or authorities municipal, local or any persons
or company in India or abroad that may seem conducive to the objects of the company or
any of them and to apply for, secure, acquire, obtain from such government, authorities,
persons or company any right, privileges, powers, authority, charters, contracts, licences,
concessions, grants, decrees, rights which the Company may think desirable.

10. To pay all costs, charges and expenses of and incidental to the promotion, formation,
registration and establishment of the Company and charges in connection therewith and/or
make donations (by cash or other assets) to remunerate by allotment of fully or partly paid
shares or by a call or option on shares, debentures, debenture-stocks or securities of this
or any other company or in any other manner, whether out of the Company's capital or profits
to any person, firm, company assisting to place or guaranteeing the subscription of other
security of the company in or about the formation or promotion of the Company or for any other
reason which the Company may think fit subject to the provisions of the Companies Act, 1956.

11. To promote or join in the promotion of any company or companies including subsidiary companies
(wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights
and liabilities of the company or for any other purposes which may seem directly or indirectly
calculated to benefit the Company and to underwrite shares and securities therein.

12. To do all or any of the above things in India or in any part of the world as principals, agents,
contractors or trustees and either alone or in conjunction with others.

13. Subject to Section 58A of the Companies Act, 1956 and the rules framed thereunder and
the directives issued by the Reserve Bank of India, to borrow or raise money or to take
money on loan or interest from banks, financial institutions, government agencies, co-operative
societies, persons, companies, firm, in such manner as the Company may think fit and in
particular by the issue of debentures or debenture-stock, perpetual including debentures or
debenture stock convertible into shares of this Company or perpetual annuities and in security
of any such money borrowed, raised or received to mortgage, pledge, hypothecate, or charge
the whole or any part of the properties (movable or immovable) assets or revenue of the
Company present or future including its uncalled capital by special assignments or to transfer
or convey the same absolutely or in trust and to give the lenders power of sale and other
powers as may be deemed expedient and to purchase, redeem or pay off any such securities.
The Company shall not carry on any banking or insurance business which may fall within
the purview of Banking Regulations Act, 1949 or the Insurance Act, 1938, respectively.

14. To make, draw, accept, endorse, discount, execute, negotiate, assign, and issue cheques,
promissory notes, drafts, hundies, bonds, railway receipts, bills of exchange, bills of lading,
warrants, debentures, and other negotiable or transferable instrument.

15. To guarantee the payment of money secured or unsecured by or payable under, or in respect
of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligation
To create any depreciation fund, reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repaying, improving, extending or maintaining any of the properties of the Company or for redemption of debentures, redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.
24. Subject to Section 78 of the Companies Act, 1956, to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received in payment of dividend or money arising from the sale of forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company.

25. To engage, employ, train, either in India or elsewhere, suspend and dismiss any agents, managers, superintendents, assistants, clerks, coolies other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.

26. To refer or agree to refer any claims, demands, disputes or any other questions by or against company or in which the company is interested or concerned and whether between the Company and any member or members of the Company or any third party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

27. To use trademarks, trade names or brand names for the business activities products and goods and adopt such means of making known the business and products in which the company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition, by publication of books and periodicals, by distributing samples and by granting prizes, rewards and awards.

28. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.

29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.

30. To undertake and execute any trust which may be beneficial to the Company directly or indirectly.

31. To ensure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.

32. To receive donations, gifts, contributions, subsidies, grants, and other mode of receipts of money for the furtherance of the objects of the Company.

33. To invest the funds of the Company not immediately required in Government or Semi Government corporations, companies or firms.

34. To pay a share in the profit of the Company or commission to brokers sub-agents, agents or any other company, firm or person including the employees of the Company as may be thought fit for services rendered to the Company.

35. To employ experts, to investigate and examine into the conditions prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, concessions, properties and/or rights.

36. To open establish, maintain and to discontinue in India or overseas any offices, branch offices, regional offices, trade centres, exhibition centres, liaison offices and to keep local or resident representative in any part of the world for the purpose of promoting the business of the company.

37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and product improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited as paid up or issue of debentures or debentures-stock, subject to the provisions of laws for the time being in force.

38. To secure contracts for supply of the products manufactured by the company to military, civil and other departments of the government or semi-government bodies, corporations, public or private contracts, firms or persons and to recruit trained persons including persons retired from defence, police, military and paramilitary forces to employ detectives.

39. To take part in the management, supervision and control of the contracts, rights, turnkey jobs, operations or business of any company or undertaking entitled to carry on the business which the company is authorised to carry on.

40. To undertake, design, develop, establish, construct, erect, execute, carry out, commission, operate.
maintain, improve, repair, administer, manage, finance, levy, demand, collect and appropriate fee from vehicles, and persons liable to payment of fee for using the project/ project facility or any part thereof or control as required, for work of Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis, and to construct Toll Plazas and all other works or conveniences of Public or Private utility for the purpose of smooth traffic on the road(s) and to render all services in connection thereto as Planners, Operators, Designers, Consultants, Administrators, Constructors, Builders, Infrastructure developers, Architects, Engineers, Logistic Services, Erectors, Installers, Commissioning Agents, Management Consultants, Toll Collectors and to enter into any contract, agreement, memorandum of understanding, arrangement, or such other mode of contract with the National Highways Authority of India (NHAI) or any other authority including Government of India, President of India, State Government, Semi-Government, Municipal/Local Authorities, Corporate Bodies, Persons, Entities or such other authorities in India or anywhere in the World as the Company may deem fit and to carry on contractual basis or assign, convey, transfer, lease, auction, sell, collect, rent, toll, or income arising there from or right or interest there in or connected therewith for any tenure or description and to carry out any other activity as may be required for the implementation and operation of the Project.

[C] OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN 'A' AND 'B' ABOVE.

1. To carry on the business as manufacturers, producers, processors, buyers, sellers, importers, exporters and dealers in every kind and description of food and foodstuff, milk and milk products including cream, butter, ghee, cheese, condensed milk, milked milk powders, skimmed milk, ice-cream, milk foods, canned foods, and the foods made from any substances and the business of food processing.

2. To carry on the business of farming, agriculture and horticulture in its branches and to grow, produce, manufacture, process, prepare, refine, extract, manipulate, hydrolize, buy, sell, market or deal in all kinds of agricultural, horticultural, dairy, and farm produces and products including foodgrains, cereals, seeds, soyabean, corn, corn oil, cash crops, plants, flowers, vegetables, edible oils, foods and food products.

3. To cultivate any plantation or other agricultural produces in all its branches and carry on the business as cultivators, buyers and dealers in vegetables, grains, vanaspaties and all other agricultural produces and to prepare, manufacture and render marketable any such produces and to sell, market, dispose off or deal in any such produces either in its prepared, manufactured or raw state and to purchase, hold, develop, cultivate any agricultural, barren land for the purpose herein mentioned.

4. To carry on the business as travel agents, selling agents, buying agents, marketing agents, commission agents, advertising agents, clearing and forwarding agents, estate agents, insurance agents, brokers or representatives of any company, corporation, firm or individual and to transact and carry on all kinds of agency business.

5. To carry on the business as printers, lithographers, stereotypers, electrotypers, photographic printers, photolithographers, chromolitho engravers, block makers, die-makers, envelop makers, type founders, photographers, manufacturers, dealers and designers in playing, visiting, railways, festivities, complementary and fancy cards, tickets, stamps and parchments board, straw board, leather board, mill board, corrugated board, duplex board, triple: board, hard board, plywood board, art board, chromo card and photo card.

6. To establish, maintain, conduct, provide and make available services as consultant, advisers of every kind including commercial, statistical, financial accountancy, computer expert, programmer, technical services, medical, legal, social services and to take such steps as may be necessary for the purposes and to undertake for consideration on behalf of any client the work of examining, inspecting and carrying out tests on any products and to issue certificates in respect of such products.

7. To perform and undertake activities and carry on business pertaining to leasing, giving on hire or hire purchase, warehousing, factoring, providing financial assistance by means of leasing, giving on lease, hire or hire purchase, lending, reselling or disposing off all forms of immovable and movable properties and assets including buildings, godowns, warehouses and real of any kind, nature or user and all types of agricultural, industrial, domestic and other plants, equipment.
ments and machineries, computers, electronic data processors, tabulators, air-conditioners, medical equipments, domestic equipments or appliances or any system or products whether industrial or consumer and all types of automobiles, aircrafts, vehicles and ships.

8. To carry on the business as manufacturers, fabricators, assemblers, processors, finishers, repairers, buyers, sellers, Importers, let on hire, purchase and dealers in any kind of machine tools, machine tools including drilling, boring and tapping machines, milling machines, lathe machines, grinding machines, gear cutting and gear grinding machines, and tools for metal cutting and metal working, hammers, and forging machines, welding machines and equipments, welding electrodes, press, sheet, metal shaping machines and equipments, wire working and converting machines, weighing machines and weights, printing machines, cutting machines wood working machines, sewing machine and machine tools of all types, sizes and description.

9. To carry on business of storing of goods, articles, food stuffs, commodities of all kinds in refrigerators, ice chambers, deep freeze, cold storage or warehouses and for this purpose to construct, purchase, hire, take on refrigerators, ice chambers, deep freeze and cold storage of lease, develop ware houses, premises, buildings or units.

10. To carry on the business of textile engineers and manufacturers and dealers in textile machinery and to manufacture, produce, repair, alter, convert, recondition, resale, hire, import, export, market, let on hire, trade and deal in spares, plants, accessoires, fittings, engineering goods, rolling stock, hardware required for textile industries.

11. To carry on business as manufacturers, buyers, sellers, dealers, distributors, stockists, Importers, exporters, resellers clearing agents, transporters, processors in all kind of cements including ordinary, white, coloured, portland, lime cement and cement products of all kinds including pipe fittings, poles, roofs, bricks, prefabricated walls, blocks, tiles, covers, asbestos sheets and by-products and joint products thereof.

12. To carry on the business as manufacturers, sellers, dealers, distributors, stockists, Importers, exporters, resellers, transporters, cleaning agents, processors of lime, bauxite, gypsum, asbestos, limestones, fixing materials, sand, plasters, jute bags, paper bags, gunny bags, HDPE/PP valves, and woven bags, plastic bags, packaging materials potteries, earthenwares, sanitary wares, refractories, ceramicwares, and products thereof.

13. To carry on in India or elsewhere the business of mining, quarries and to prospect for, search for and find, get, work, process, crush, smelt, manufacture, refine, blend, clean, convert, store, transport, buy, sell, import, export, distribute, market and deal in all kinds of mineral oil of all kinds, minerals of all kinds, fuels of all kinds, their by-products, joint products, derivatives, mixtures, semifinished products and ores.

14. To manufacture, buy, sell, exchange, alter, improve, import, export, market or deal in all kinds of wires, bars and conductors including insulated wires, PVC wires, flexible wires, flexible cords, cotton or silk braided wires, conduct wires, low and high tension paper, copper conductors, aluminium conductors, copper bars, aluminium bus bars and their accessories.

15. To manufacture, buy, sell, distribute, import, export, market and deal in welding electrodes, welding machines, welding fluxes, gas cylinders of all types and sizes, power batteries and cells, torches, cooking range and other domestic appliances.

16. To carry on business as timber merchants and timber growers and to buy, sell, grow, process, prepare for market, manipulate, import, export, market and deal in timber and woods of all kinds and to manufacture and deal in wooden articles such as furnitures, fixtures, toys, wooden packing cases, domestic appliances, agricultural implements, windows, doors, articles required for construction work, wooden plans and machineries, houses, carriages, sports equipments, chairs, stage materials, exhibition materials, coaches, vehicle bodies and to buy, clear, work, develop and deal in timber estates.

17. To carry on in India or elsewhere, the business of producing, processing, manufacturing, formulating, using, acquiring, storing, refining, packing, transporting, distributing, importing, exporting and dealing in every kind and description of fertilizers, manures, chemicals, organic or
25. To carry on the business as manufacturers, buyers, sellers, importers, and dealers in every kind or description of gases including oxygen, hydrogen, nitrogen, argon, acetylene and its compounds, by-products, joint products and its derivatives.

26. To provide package of Investment services by acting as managers to the public issue of shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Unit Trust of India, Public Provident Fund and other government schemes existing from time to time.

27. To provide package of Investment services by acting as managers to the public issue of shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Unit Trust of India, Public Provident Fund and other government schemes existing from time to time.

28. To provide package of Investment services by acting as managers to the public issue of shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Unit Trust of India, Public Provident Fund and other government schemes existing from time to time.

29. To provide package of Investment services by acting as managers to the public issue of shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Unit Trust of India, Public Provident Fund and other government schemes existing from time to time.

30. To provide package of Investment services by acting as managers to the public issue of shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Unit Trust of India, Public Provident Fund and other government schemes existing from time to time.
27. To manufacture, fabricate, assemble, buy, sell, market, let on hire, import, export, repair, maintain and deal in all kinds and description of automobile, whether propelled or assissed by means of petrol, spirit, gas, mineral oil, electricity, animal, atomic or any kind of fuel or power or energy including autocycles, motorcycles, scooters, mopeds, motor cars, auto rickshaws, trucks, tractors, delivery vans, tankers, lorries, buses, minibuses, metador temp, motor boats, motor launches or other vehicles and their spare parts, components, accessories and ancillary equipments, including automotive equipments, axles, hydraulic jacks, airbrakes equipments, suspension units, pressed steel cabs, bearing, piston rings, crank shafts, truck bodies, tyres and tubes.

28. To set up, operate, fabricate, market and deal in steel furnace, steel rolling mills, steel rolling plant and to re-roll mild, low, medium, high carbon and alloy steel and alloy cold rolled and hot rolled strips, refine alloy and manufacture ingots, skelped billets of special steel and alloy steels and to act as steel makers, steel converters ship breakers and to manufacture metallurgical products in all forms.

29. To manufacture, produce, trade, export, import and market and deal in re-rolled sections of all sizes and specifications of ferrous and nonferrous, including angles, bars, flats, plates, rods, nails, rounds, octagons, hexagons, joint channels, sheets, strips, plates and cold twisted bars and other structures, steel extruded sections, forgings and to manufacture and deal in domestic goods made up of any metals and to manufacture and deal in steel and aluminium furniture and folls manufactured from aluminium and other ferrous and non-ferrous metals.

30. To carry on the business of manufacturers, fabricators, exporters of and dealers in wrought iron, pg iron, copper, brass, aluminium and other metals, metal alloys and scrap metals, skulicap and metallic residue and or compounds of any kind or description whatever.

31. To carry on in India or elsewhere the business of designing, engineering, fabricating, manufacturing, assembling, marketing, Importing, exporting, selling, purchasing, leasing, distributing, supplying on turnkey basis or servicing, maintaining, erecting and commissioning, repairing and dealing in earth moving machineries, road making and construction machineries including power plants, road rollers, mixer machines and weight lifting machineries including chainpulley blocks, graded chains, mobile crane, overhead crane, fork lift, passenger lift, elevators, vibrators, hydraulic jacks, excavators, air compressor, reduction gears, speed reducers, fire fighting equipments and plants, machinery and structures required for refining, processing, testing, storing, converting and transporting of all types of mineral oils, their by-products and to deal in electrical, electronic or electromechanical or mechanical equipments, appliances, machineries, their components, accessories, spareparts and systems required for industrial, agricultural, domestic or other purposes including all types of meters, measuring instruments, testing instruments, calibrating instruments, protection, auxiliary and other relays, sonic or ultra sonic equipments, radio, computers, minicomputers, data processing equipments, micro processor based equipments, microwave equipments, control system or equipments, equipments required for atomic reactors and space applications, control systems, audio visual communication equipments, image and document production equipments, broadcasting and cinematographic equipments, testroom equipments, scientific instruments, medical and surgical equipments, o.s.m.oscilloscopes, electric motors of all types, electric furnaces, cremation furnaces, instrument transformers, current transformers, potential transformers, power line carrier communication equipments, telemeasuring equipments, bus ducts, tap changers, tensile testing equipments, switches, switch and control boards, control panels, time switches, radio control switches, circuit breaker of all types, switch gears and control gears, porcelain insulators, starters, boosters, rectifiers, low and high voltage transformers, vacuum gauges, television sets, tape recorders, video games, receiver sets, amplifiers, audio systems, calculators, electronic components including capacitors, transistors, electric and electro-mechanical parts, printed circuit boards, dilo les, resistors, indicators, transformers, ferrites tubes, television tubes, picture tubes, incandescent lamp, miniature lamps and tubes, integrated circuits, thyristors, lamination sheets, stamping, all types of insulating materials, fuses, floppy disc, magnetic tapes, magnetic disc.
To carry on the business as transporters, couriers and carriers of every kind and description of goods, materials, luggages, merchandise, animals or passengers boxes covers, cards, papers and valuable articles from place to place either by air or by land or river or sea or partly by sea or river and partly by land or air and for the purpose own, hire, take on rent, give on rent, sale, purchase, market and deal in motor vehicles, aeroplanes, animal drawn vehicles, car, ships, steamers, trucks, buses, minibuses and to carry on the business of general carriers, railway and forwarding agents, clearing agents, warehousemen, storekeepers, bonded caretakers and common caretakers and for the purpose to own, hire, lease, take on rent, give on rent any buildings, warehouse or other facilities and to operate, establish, own and maintain garages, service stations, workshops, terminal freight point and to store, repair, rent and lease motors, buses, automobiles or other vehicles.

To carry on the business as manufacturers, buyers, purchasers, sellers, processors, producers, importers, exporters, researchers, developers, consultants, advisors and dealers in every kind and description of ceramics, ceramic products, technical alumina, alumina products, their raw materials, by-products, joint products, auxiliary products and allied products including alumina titania ceramic textile thread guides, alumina ceramic seals, alumina nozzles, alumina and zircon granules, industrial grade ceramic wool, ceramic deburring and grinding media, ceramic coating, ceramic cutting tools, oxide ceramics of boron-nitrile, titania alumina and zircon based ceramics, assorted alumina products and potteries.

To carry on the business of extracting, refining, processing, blending, dealing, purifying, selling, edible or non-edible oils, rasa, rasayana, fats, basic substances, elements or ingredients from all types of oil seeds, cash crops, seeds, food grains, cereals, nuts, cakes, agricultural produces, vegetables, leaves, roots, flowers, herbs, plants, shrubs and trees and for the purpose to run or carry on extraction plants, processing or refining plants and all other allied activities and to deal in purchase, sell, export, import, or market such resultant products or produces and their derivatives, by-products, joint products, finished products, raw materials or semi-processed materials.

To carry on the business as buyers, sellers, exchangers, importers, exporters, assemblers, distributors, repairers, or dealers in all the accessories, raw materials, spare parts and components required for the purpose of the business of the Company.

To carry on business as organiser, developer, contractor or owner or dealer of any land, residential buildings, commercial buildings, shops, offices or any other buildings, and for the purposes to purchase, take on lease, acquire, hold, develop, prepare building sites, construct, reconstruct, repail, maintain, pull down, alter, improve, decrease, furnish, sell, market, give on hire, purchase or on instalment or deal in any lands, residential buildings, commercial buildings, shops, offices, club houses, works and sanitary conveniences of all kinds and to lay out roads, drainage pipes, water pipes and electric installations and to set apart lands for pleasure, gardens and recreation grounds or improve the land or any part thereof.

To carry on in India or elsewhere, the business of producing, processing, converting manufacturing, formulating, factoring, using, buying, acquiring, storing, refining, packaging, selling, marketing, transporting, distributing, importing, exporting, and dealing in all kinds and description of petrochemicals, petroleum products as by-products, joint products, ancillary products and...
derivatives thereof whether in liquid, solid, flake or gaseous form, including benzene, ethylene, propylene, polypropylene, propane, ethane, butanes, butadiene, isoprene, rubber, naphtha, methane, methanol, melamine, naphthalene, cyclohexanone, phenol, acetic, calcium acetate, vinyl acetates, polyurethanes and polyurethane-based chemicals, polyols and cyanides of all kinds, disocyanides, phosgene, polycarbonates, ammonig, caprolic acid, adipic acid, hexamethylene diamine, amine compounds of lower and higher olefins or thoxylene, phthalic anhydride, alkyl resins, polyester fibres and films, mixed xylene, paraxylene, metaxylene, toluene, cumene, styrene, polymer products of all types including block polymers, graft polymers, random polymers, co-polymers, homo polymers, acrylonitrile co-polymers, butadiene styrene acrylonitrile terpolymers, butadine styrene, polysaccharide of all kinds, synthetic rubbers, acrylonitrile rubber, styrene butadiene rubber, methacrolein, maleic anhydride, methacrylates, urea, formaldehyde, fibres of all kinds, including acrylic fibres, carbon fibres, polypropylene fibres, polyvinyl alcohol fibres, optical fibres, polycarbonate resins, polyvinyl acetate resins, nylons of all kinds, hydrogen cyanide, poly methyl purified terephthalic acid, dimethyl terephthalate, poly vinyl chloride, acetylene, ethylen dichloride, ethylene oxide, ethylene glycol, polyglycols of ethylene, para xylene, poly styrene, poly propylene, isopropanol, acelone, propylene oxide, propylene glycol, acrylonitrile, acrolein, acrylates, ally chloride, epichlorhydrin, epoxy resins, plastics of all types, oxides of all types, chlorinated hydrocarbons, halogenated hydrocarbons, aliphatic and aromatic alcohols, ketones, aromatic acid, anhydrides, linear alkyl benzene, linear alkyl benzene sulfonates, quaternary ammonium compounds, alcohol ephoxylates, alcohol ephoxysulphates, monomer and polymers of vinyl acetate, vinyl chloride, esters of ortho meta and para and terephthalic acids, lubricating oils, transformer oils, furanese oils, and polymers in all their forms like resins, fibre sheets, mouldings and castings.

40. Subject to the provisions of law applicable to carry on in India or elsewhere the business of running hotels, motels, restaurants, coffee houses, eating houses, lodging houses, boarding houses, flight kitchens, club houses, holiday resorts, holiday homes, travels and tours, health clubs, swimming pools, rest houses, entertainment houses and for this purpose to purchase, give on hire, construct, build, manage, improve, alter, demolish.

41. To carry on in India or elsewhere the business of manufacturing, producing, processing, sizing, drawing crimping, twisting, texturising, blending, mixing, purchasing all kinds of natural and man-made fibres, fibre yarns, fibre cords, cotton yarns, polyester staple fibres, jute, wool, silk, core, art silk, nylon fibres, staple fibres, fabrics, plastic fabrics, synthetic and other fibrous materials, cloths, dressing materials, furnishing materials, handicrafts, khadi uniforms, readymade garments, apparels, carpets, blankets, padding, knitted goods, decorative materials, woven bags, hosiery, gloves, sewing threads, ropes, covers and packing materials.

42. To carry on the business as finance industrial enterprises and promote of Companies engaged in industrial and trading business and to manage syndicates in securities, finance and real estate.

43. To carry on the business as importers, exporters, buyers, sellers, dealers, principal or agent in all kinds of plant and machineries, equipments and instruments, articles, apparatus, appliances, accessories and fittings for the objects of the company.

IV. The Liability of the members is limited.

V. The Authorised Share Capital of the Company is Rs. 5,00,000/- [Rupees Five Lacs only] divided into 50,000 [Fifty Thousand] Equity Shares of Rs.10/- [Rupees Ten only] each.
We, the several persons whose names and addresses are subscribed hereto, are desirous of
being formed into a Company in pursuance of this Memorandum of Association, and we
respectively agree to take the number of shares in the capital of the Company set opposite our
respective names:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Number of Equity shares taken by each subscriber</th>
<th>Signature, name, address, description and occupation of the witness</th>
</tr>
</thead>
</table>

Sr. No. 12
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Number of Equity shares taken by each subscriber</th>
<th>Signature, name, address, description and occupation of the witness</th>
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<tr>
<td>TOTAL</td>
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Place: AHMEDABAD Dated this 24th day of March, 2012

| 50,000 (Fifty Thousand) |
THE COMPANIES ACT, 1956
[COMPANY LIMITED BY SHARES]
ARTICLES OF ASSOCIATION
OF
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
PRELIMINARY

Application of Table "A"
1. Subject as hereinafter provided and in so far as these presents do not modify or exclude them - the regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956 (hereinafter called "The Act") shall apply to the Company in so far as they are applicable to a Private Company.

Headings
2. The headings hereto shall not affect the construction hereof.

PRIVATE COMPANY

Restriction on Transfer and number of Members
3. The Company is a Private Company Limited by Shares within the meaning of Section 3(1)(ii) of the Act, and accordingly:

[a] Restricts the right to transfer its shares, in the manner and to the extent as hereinafter provided;

[b] Limits the number of its members to 50 (fifty) but not including:
[i] Persons who are in the employment of the Company.
[ii] Persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be the members after the employment ceased; provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member.

[c] Prohibits any invitation to the public to subscribe for any shares in or debentures of the Company.

[d] Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

[e] The Company is having a minimum paid up share capital of Rs. 1,00,000/- (Rupees One Lac) or such higher amount of capital as may be prescribed.

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SHARE CAPITAL

Division of Capital
4. The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with power to increase or reduce the Share Capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred or such other rights, privileges or conditions as may be determined in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be provided by regulations of the Company and consolidate or sub-divide the shares and issue shares of higher or lower denomination by way of Ordinary Resolution.

Issue of Bonus Shares
5. Subject to provisions of the Act, the Company may, by passing a resolution in the meeting of the Board of Directors, capitalise any amount standing to the credit of Securities Premillium Account, Capital Redemption Reserves Account, accumulated credit balance of the Profit & Loss A/c or General Reserve and the same may be applied in issuing the bonus shares as fully paid up in proportion of the shares held by each member in capital of the Company for the time being.

General Authority
6. Wherever in the ACT it has been provided that the Company shall have any right, privilege or authority or that Company cannot carry out any transactions unless the Company is authorised by its Articles then in that case, Articles hereby authorise and empower the Company to have such rights, privilege or authority and to carry out such transactions as have been permitted by the Companies Act, 1956.

Shares at the Disposal of Directors
7. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, in such proportions and on such terms and conditions and at par, at premium or at discount [subject to the provisions of the Act] as they may, from time to time, think proper.

Calls
8. The Directors, may from time to time, make calls upon the members in respect of any money unpaid on the shares in any manner, as they deem fit.

Power To Issue Shares At Discount
9. With the previous authority of Company in General Meeting and the sanction of the Company Law Board or of such authority as may be prescribed and upon otherwise complying with the provisions of Section 79 of the Act, it will be lawful for the Directors to issue at a discount, shares of a class already issued.

Power to Issue Sweat Equity Shares
10. Subject to and in accordance with the provisions of Section 79A of the Act and rules, regulations or guidelines framed there under and in force from time to time, the Company shall have authority to issue the Sweat Equity Shares on such terms and conditions as may be decided in the general meeting and by the Board of Directors.

Power to Issue Preference Shares
11. Subject to and in accordance with the provisions of Section 80 of the Act, whenever the Share capital of the Company consists of preference shares, the Company shall have authority to issue the redeemable preference shares.

Power to Issue shares with the differential rights as to voting, dividend etc.
12. Subject to and in accordance with the provisions of Section 86 of the Act and rules, regulations or guidelines framed there under and in force from time to time, the Company shall have authority to issue the Equity Shares with differential rights as to dividend, voting or otherwise on such terms and conditions as may be applicable under the provisions of the said act and rules and regulations framed there under and subject to the same the rate of voting shall be as such as may be determined at the time issue of such class of shares in accordance with the resolution passed by the general meeting in this regard.

How Far New Shares To Rank With Shares In The Original
13. Except as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and installments, transfer and transmission for future, lien, voting rights and otherwise.

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First Named Person Deemed Sole Holder

14. If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards voting at meetings, service of notice and all or any matters connected with the Company, except the transfer of shares and any other matters otherwise provided, be deemed to be sole holder thereof but joint holders of the shares shall be severally as well as jointly liable for the payment of all deposits, installments and calls due in respect of such shares and for all incidents thereof according to the Company’s regulations.

Directors may allot Shares for consideration other than cash

15. The Board may issue and allot shares in the Capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for services renders to the Company in or about the conduct of the Company’s business and shares to be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid up shares.

Liability Of Members

16. Every Member or his/her heirs, executors, administrators, assigns or other representatives shall pay to the Company the portion of the Capital represented by his/her share or shares which may for the time being remain due and unpaid thereon in such amounts, at such time or times and in such manner as the Board shall from time to time in accordance with the Company’s regulations require the payment thereof and so long as any money remain due, owing and unpaid to the Company by any member on any account, such member shall not be entitled at the option of the Board, to exercise any rights or privileges.

Employee Stock Option Scheme

17. (i) Subject to and in accordance with the provisions of the Act and any other rules, regulations or guidelines as may be prescribed if any, the Company may frame guidelines or scheme to be known as Employee Stock Option Scheme (ESOP) or Employees Stock Purchase Scheme (ESPS).

(ii) ESOP or ESPS may provide for the issue of shares/warrants, bonds or other debt instruments including the terms of payment

(iii) The Board of Directors shall have the power to vary, alter or amend the terms and conditions of the ESOP or ESPS, at their sole discretion, in such manner as they may deem fit in the best interest of the Company.

Power of the Company to purchase its own securities

18. (e) Notwithstanding anything contained in Section 77A of the Act the Company shall have authority to purchase its own shares or other specified securities (hereinafter referred to as the “Buy-back of Shares or other specified securities”) in such manner, to such extent and subject to such terms and conditions as may be prescribed under Sections 77A, 77AA and 77B of the Act or any rules, regulations or guidelines prescribed there under and applicable to the Private Company.

(f) Buy-back of shares or other specified securities under this Article shall not be treated as reduction of capital within the meaning of Section 100 to 104 of the Act.

Nomination of Shares

19. Every holder of shares in or holder of debentures of a Company may at any time, nominate a person to whom his/her shares in or debentures of the Company shall vest in the event of his/her death. Accordingly the provisions relating to nomination and transmission of shares as prescribed in Section 109A and 109B and any rules or regulations, if any, framed there under shall be applicable to such nomination.

TRANSFER AND TRANSMISSION OF SHARES

Restriction On Transfer Of Shares

20. Save as hereinafter provided no shares shall be transferred to a person who is not a member of the Company.

Directors’ Discretion To Decline Registration Of Any Transfer

21. The Directors may at any time in their absolute and uncontrolled discretion and without assigning any reason whatsoever, decline or acknowledge any proposed transfer of shares and their power or discretion to refuse such transfer shall not be affected by the fact that the proposed transferee is already a registered member of the Company. Without prejudice to the generality

First Name
of the aforesaid power, the Directors may in particular so decline in any case in which the Company has lien upon the shares (or any of them) or whilst any shareholder executing the transfer is either alone or jointly with any person or persons, indebted to the Company on any account whatsoever, or whilst any moneys in respect of the shares desired to be transferred (or any of them) remain unpaid or unless the transferee is approved by the Board. The registration of the transfer shall be conclusive evidence of the approval of the transferee by the Board.

Transfer Of Shares How To Be Made

22. Except where the transfer is made pursuant to Article 27, the person proposing to transfer any share (hereinafter called “proposing transferor”) shall give notice in writing (hereinafter called “the Notice”) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as fair value of the shares and shall constitute the Directors as agent for the sale of the shares to any member of the Company or person selected as aforesaid willing to purchase the shares (hereinafter called the “Purchasing Member”) at a price so fixed or at the option of the purchasing member at the fair value to be fixed in accordance with Articles 24 hereinafter appearing. A transfer notice may include several classes, and in such case it would operate as if it were a separate notice of each share. A transfer notice shall not be revoked except with the sanction of the Directors.

Shares Comprised in the Transfer Notice How To Be Dealt

23. Except where the transfer is made pursuant to Article 27, the shares comprised in any transfer notice shall be dealt with as under;

[a] The Board shall forthwith give notice to all the members of the Company and specify the price of the shares to be sold and invite each of them to state in writing within 7 days from the date of the said notice whether he is willing to purchase any and if so what maximum number of the said shares.

[b] After the expiration of said 7 days the Board shall allocate the said shares comprised in the transfer notice to or amongst the members or member who shall have expressed their or his willingness to purchase as aforesaid, but so that in case of competition, they shall rank for acceptance pari passu in proportion to shares held by them and if any shares cannot be apportioned, such shares shall be offered to them in order determined by lot, and Directors shall cause such lots to be drawn accordingly.

[c] If shares are not taken up by the persons to whom they are offered in accordance with the foregoing provisions and the Company finds a purchasing member within the space of three months after the expiration of the said 7 days it shall give notice thereof to the purchasing member and proposing transferor who shall be bound upon payment of fair value as fixed in accordance with Article 24 hereof to transfer the shares to such purchasing member or members.

Fair Value Of The Shares To Be Fixed By The Auditor

24. The fair value of the shares shall be the fair value fixed by the Directors. If the purchasing member wants that the fair value of the shares notified for the transfer be fixed by the Auditor of the Company, the Directors shall refer the matter to the Auditors of the Company and Auditors shall certify in writing the sum which in their opinion is the fair value and while so certifying, the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the provisions of the Indian Arbitration Act, shall not apply.

Procedure When Proposing Transferor Makes Default In Transferring

25. [1] In any case where the proposing transferor after having become bound as aforesaid makes default in transferring the Shares, the Directors may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute transfer of shares to the purchasing members, and upon the execution of such transfer, the Company shall hold the purchase money in trust for proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name being entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

[2] If share certificate/Certificates in respect of the shares transferred as mentioned above is/are not delivered to the Company by the former holder of such share/shares, the Directors may issue new Certificate/s for such share/shares distinguishing it in such manner as they may think fit from the certificate/certificates not so delivered.
Right of the proposing transferor when the Company does not find a purchasing member

26. If the Directors do not within the space of the said three months find a purchasing member after giving notice in the aforesaid manner, the proposing transferor shall at any time within three months afterwards be at liberty subject to Article 21 hereof to sell and transfer the share to any person and at a price not less than the fair value as fixed in accordance with Articles 24 hereof.

Registration Of Transfer Not To Apply For Certain Transfer

27. Subject to the power of Directors in this behalf as mentioned in Article 21 hereof, any share may be transferred by a member to his spouse or lineal descendants, other existing member of the Company or to any other person if the Board of Directors by passing a resolution with the unanimous consent of all the directors present at the meeting, agrees to approve the transfer of shares in favour of the person referred to in this article and in that case the restrictions in the preceding Articles hereto shall not apply to any transfer made by virtue of this Article.

Directors Right To Transfer Shares Of Deceased Members

28. Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, any person becoming entitled to any share in consequences of death or insolvency of any share holder thereof or in any other manner by transfer upon producing such evidence of his title thereto may, with the consent of Directors (whether they shall not be under any obligation to give) be registered as a member in respect of such shares, provided the Board shall have the right to decline registration as it would have had if the deceased or insolvent member had transferred the shares before his death or insolvency.

Directors May Call For Transfer Of The Shares Of The Deceased

29. [a] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, if any member dies, the Board may call the heirs or his executors or the administrators of such deceased members to transfer the shares of the deceased to some person to be approved by the Board at the fair value of the shares and if the heirs or the executors or the administrators do not comply forthwith with such requisition, they shall be deemed to have served to the Company with a transfer notice under Article 15 and the provisions of that Article and the subsequent Articles shall apply thereon operate.

[b] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, on the death of any joint holders, the survivor or survivors of them shall be the only person or persons recognised by the Company as having any title to the shares but the Directors may require such evidence of death as they may think fit and nothing herein contained shall be deemed to release estate of the joint holder with any other persons.

[c] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, the executors or administrators of deceased members shall be the only person recognised by the Company as having any title to his shares and the Company shall not be bound to recognise such executors or administrators or other legal representation as the case may be from a duly constituted court in India. Provided nevertheless that it shall be lawful for the Directors In its absolute discretion to dispose with production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.

Provisions To Apply To Debentures

30. The provisions of these Articles for transfer and transmission of shares, shall mutatis mutandis apply to the transfer or transmission of any debenture of the Company.

Lien On Shares

31. The Company shall have a first and paramount lien upon all the shares registered in the name of each member and upon the proceeds of sale thereof for his debts, liabilities and engagements solely or jointly with any other person or with the Company whether the period of payment, fulfilment or discharge thereof shall have actually arrived or not and such lien shall be extended to all dividends from time to time declared in respect of such shares, unless otherwise agreed. The registration of transfer of shares shall operate as waiver of Company's lien if any on such shares. The Directors may at any time, declare any shares to be wholly or partly exempt from the provisions of this Article.
GENERAL MEETINGS

Notice Of Meeting
32. Any General Meeting may be called by giving to the members clear seven days' notice or a shorter notice than seven days, if consent is accorded thereto by members of the Company holding not less than 95 percent of the paid up share capital of the Company and it shall not be necessary to annex any explanatory statement to the notice.

Quorum At General Meeting
33. Two members personally present shall be quorum of any General Meeting of the Company.

Voting Right
34. On a show of hands every members holding equity shares present in person shall have one vote. On a poll every such member present in person or by proxy shall have one vote for each share held by him.

Proxy
35. A member may appoint another member as his proxy to attend and vote instead of himself but a non-member shall not be so appointed and provisions of section 176(2) of the Act shall not apply to the Company.

No Vote If Calla Unpaid Etc.
36. No Member shall be entitled to vote at any General Meeting unless all call and other sum presently payable by him in respect of shares in the Company have been paid and no member shall exercise any voting rights in respect of any shares in regards to which the Company has or have exercised any right of line.

DIRECTORS

Number Of Directors
37. Unless otherwise decided, the number of the Directors shall not be less than two and more than Twelve excluding Nominee Director and Alternate Director.

Board of Directors
38. On the date of acceptance of these Articles of Association, directors of the Company are:

1. VISHNUBHAI MAFATLAL PATEL
2. SHASHINBHAI VISHNUBHAI PATEL
3. VASISTHAKUMAR CHANDULAL PATEL
4. NITINBHAI RAMESHCANDRA PATEL

All the above directors as well as other directors appointed in pursuance of Article 43 shall not be liable to retire by rotation and shall act as directors until he/she resigns as directors or otherwise vacates his/her directorship on death or provisions of the Act.

Power To Fill Casual Vacancy
39. Subject to the provision of section 262 of the Act, Board shall have the power at any time and from time to time, to appoint any qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Power To Appoint Alternate Director
40. Subject to section 313 of the Act, Board of Directors of the Company may appoint an Alternate Director to act for a Director during his absence for a period of not less than three months from the State in which the meetings of the Board of Directors are ordinarily held.

Power Of Directors To Appoint Additional Directors
41. The Directors shall have power at any time and from time to time to appoint any other person as additional Director or the Board so that total number of Directors shall not at any time exceed the maximum number fixed as above and any person so appointed as an additional Director shall retain his office only until the next Annual General Meeting but shall then be eligible for reappointment.

Nominee Directors
42. Subject to the provisions of the Act and these Articles, whenever the Directors enter into a contract with any Government, Central, State or Local, any Financial Institution/s or Bank/s or any person/s (hereinafter referred to as 'The Appointer') for borrowing any money or for
providing any guarantee or security for any technical or financial collaboration or assistance or for entering into any other arrangement, whatsoever, the Directors shall have the power to agree that such appointee shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such terms and conditions as may be mentioned in the agreement and that such Director or Directors may not liable to retire by rotation nor be required to hold any qualification shares. The Directors of the Company may also agree that such Director or Directors may be removed from time to time by the appointer and the appointer may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever.

Power to appoint Permanent Director

43. Notwithstanding anything contained in Articles 39 to 42, and in addition to powers conferred upon the Board to appoint Directors under section 260, 262 and 313 of the Act, the Board shall have, pursuant to Section 255(2) of the Act, powers to appoint any director as Permanent Directors, who shall not be liable to retire by rotation. The person so appointed, pursuant to this Article, shall be eligible to act as directors until he/she resigns, dies, becomes disqualified to be a director of the Company or otherwise vacates his office pursuant to the provisions of the Act.

Chairman of the Board

44. The Board may from time to time appoint any Director to be the Chairman of the Board. The Chairman of the Board shall be subject to the same provisions as to resignation and removal as the other Directors, and he ipso facto, and immediately ceases to be the Chairman if he ceases to hold the office of Directors for any cause.

Directors can hold office

45. Subject to the provisions of Section 261 and 314 of the said Act, a Director may hold any other office or place of profit under the Company except that of any auditor upon such terms and remunerations as may be determined by the Board from time to time.

Sitting Fee

46. Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine for attending every meeting of the Board or any Committee of the Board, subject to the ceiling prescribed under the Act. The Directors shall also be paid traveling and other expenses for attending and returning from meeting of the Board and any other expenses properly incurred by them in connection with the business of the Company.

Qualification Share

47. No Director of the Company shall be required to hold any qualification shares.

Directors not to retire by rotation

48. The First Directors as well as directors appointed under Article 43 hereinabove shall not be liable to retire by rotation.

Contract by Directors

49. Subject to the provisions of sections 297 and 299 of the said Act, a Director shall be capable of contracting and participating in the profits of any contract with the Company and shall be directly or indirectly concerned or interested in any contract or arrangement entered into by or on behalf of the Company in the same manner as if he was not a Director.

Special Remuneration to Directors

50. If any Director being willing, shall be called upon to perform extra services which expression shall include work done by the Director as a member of any Committee formed by the Directors or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum or by a percentage of profit or otherwise as may be determined by the Directors and such remuneration may be in addition to the remuneration above provided.

Expenses to Directors

51. In addition to the remuneration payable to them in pursuance of the aforesaid Articles, the Directors may be paid taxi, air or railway return fare, hotel and other incidental expenses incurred by them for the purposes of attending and returning from meeting of Board of Directors or any Committee thereof or any general meeting of Company or in connection with the business of the Company.
PROCEDINGS OF THE BOARD

Quorum

52. The quorum for a meeting of the Board shall be one third of its total strength or two Directors, whichever is higher.

Resolution by Circulation

53. Save as otherwise expressly provided in the Act, a Resolution shall be valid and effectual as it had been passed at a meeting of the Board or Committee thereof, as the case may be, duly convened and constituted, if a draft thereof in writing is circulated, together with the necessary papers, to any or all the Director or to all the members of the Committee of the Board, as the case may be, and has been approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote on the resolution.

POWER OF DIRECTORS

54. The business of the Company shall be vested in the Board of Directors who may in addition of the powers and authorities by these presents or otherwise expressly conferred upon them exercise all or any of such powers and do such acts and things as may be exercised or done by the Company and are not hereby or by statute or law expressly directed or done by the Company of any statute or law of any regulation from time to time made by the Company in General Meeting, but subject to nevertheless to the provisions of any statute or law or any regulation from time to time made by the Company in General Meeting.

55. Without prejudice to the general powers conferred by these Articles and the other powers conferred by these presents, it is hereby declared that unless otherwise determined by the Directors, the Directors shall have the following powers that is to say:

(a) to pay the costs, charges and expenses incidental to the promotion, establishments, registration and running of business and affairs of Company.

(b) to take on lease, purchase or otherwise acquire any property or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.

(c) to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purpose and to execute and do all such instruments and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees.

(d) to improve, manage, develop, exchange, lease, mortgage, dispose or turn to account, or otherwise deal with absolutely or conditionally all or any part of the property, privilege or rights of the Company upon such terms, conditions and for such consideration as they think fit.

(e) to appoint any persons to be the attorney or agents of the Company for such purpose and with powers, authorities and discretion not exceeding if those vested in or exercisable by the Directors and for such period and subject to such terms and conditions as may be thought fit.

(f) to enter into, carry out, rescind or vary all financial arrangement with any banks, persons or corporation for or in connection with the Company's business or affairs and pursuant to or in connection with such arrangements to deposit, pledge or hypothecate any property of the Company or the documents representing or relating to the same.

(g) to make and give receipts, permission, release and other discharge for money payable to the Company and for the claims and demands of the Company.

(h) to compound and allow time for the payment or satisfaction of any of debts due to or by the Company and to refer claims and demands of the Company.
for and on behalf of the Company to draw, accept, endorse and all negotiable all such cheques, bills of exchange, promissory notes, hundies, drafts Governments bonds, other securities as shall be necessary in or for carrying on the affairs of the Company.

(i) to institute, conduct, prosecute, defend, compromise, withdraw or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company.

(k) to invest and deal with any of the moneys of the Company upon such securities (not being shares in this Company) or Investments and in such manner as they may think fit and from time to time realize such securities and investment.

(l) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any matters aforesaid or otherwise for the purposes of the Company.

(n) at their discretion, to pay in cash or in fully or partly paid up shares of the Company for any property, rights or privileges, acquired by or service rendered to the Company or the premium payable in respect of any leases taken by the Company.

(r) to accept from any member on such terms and conditions as shares agreed upon a surrender or his shares or any part thereof.

(c) to sell, lease or otherwise dispose of whole or substantially the whole of the undertaking of the Company.

(p) to give to any person employed by the Company a commission on profits or turnover of any particular business or a transaction or share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.

(q) from time to time vary and repeal bye laws for the regulations of the business of the Company, its officers, employees, agents and associates.

(r) to form, amend and create for the employees of the Company and other persons having dealings with it such fund to provide for pensions, gratuities, superannuation fund, provident fund and the like as they may deem fit.

(s) to make and alter rules and regulations concerning the time and manner of payment of the contribution of the employees and the Company respectively to any such Fund, the actual employment, suspension and forfeiture of the benefits of the said Fund and the applications and disposal thereof and to otherwise in relation to the working management of the said Fund as the Directors shall from time to time think fit.

**MANAGING DIRECTORS**

**Power to appoint Managing Directors**

56. The Board may from time to time appoint any one or more Directors to be the Managing Director/Whole time Director of the Company on such remuneration and terms and conditions as the Board may think fit, and for a fixed term or without any limitation as to the period for which he is to hold such office and from time to time [subject to the provisions of any contract between him and the Company] remove or dismiss him from office and appoint another in his place.

To what provisions he shall be subject.

57. Managing Director [subject to the provisions of any contract between him and the Company] be subject to the same provisions as to resignation and removal as the other Directors and shall ipso facto and immediately cease to be the Managing Director if he cease to hold the office of Director for any cause.

**Remuneration of the Managing Directors and or Whole time Directors**

58. Managing Director/Whole time Director shall, in addition to the remuneration payable to him as a Director of the Company as sitting fee, receive such remuneration as may be sanctioned by
the Board from time to time and such remuneration may be fixed by way of salary or commission or participation in profit, or perquisites and benefits or by some or all of these modes.

Management

55. The general meeting of the business of the Company subject to the control and supervision of Directors shall be in the hands of the Managing Directors, whole time Directors of the Company, if any, who shall have power and authority on behalf of the Company to make all the purchases and sales and to enter into all contracts and to do all such acts and things which are usually necessary or desirable in the management of the affairs of the Company or in carrying out its objects and for and on behalf of the Company to draw, accept, endorse and negotiate all the cheques, bills of exchange, promissory notes, drafts, Government and other securities as shall be necessary for or carrying on the affairs of the Company and to institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the Company is concerned and to employ in or to appoint for the purpose of management of the business of the Company and to remove or suspend such administrators, secretaries, managers, experts, engineers, agents, clerks, brokers and other employees as he or they shall think proper and to advance money for purchase of goods, machinery, stores or any other property, article and things required for the purpose of the Company with or without security.

THE SEAL

60. The Board of Directors shall select a Seal for the Company and provide by resolution for the safe custody and affixing thereof, unless otherwise determined, any of the Directors may use and affix the Seal of the Company on behalf of the Company and the said Director shall sign the same in token thereof.

BORROWING POWERS

Powers to Borrow

61. The Board may from time to time, for the purpose of the Company's business raise or borrow or secure the payment of any sum or sums of money in excess of the aggregate paid-up capital of the Company and its free reserves in addition to temporary loans, if any, obtained from the Company's bankers as they, in their discretion deem fit and proper. Any such money may be raised or the payment or repayment thereof may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures, stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company or by other means as the Board deem expedient.

62. The Board may from time to time, before recommending any dividend, set aside, out of profits of the Company, such sum as they think fit, as a reserve fund for redemption of debentures or to meet contingencies for equilibration of dividends or for special dividends or for rebuilding, repairing, restoring, replacing, improving, maintaining, or altering of any property of the Company or for such other purpose as it may in their absolute discretion, think conducive to the interest of the Company or by issue of bonus shares and without being bound to keep the same on deposit with bank and from time to time deal with every such investment and deposit of all or any part thereof for the benefit of the Company any they may divide the reserve fund into special funds as they think fit with full power to employ the assets constituting the reserve funds in the business of the Company and that without being bound to keep the sum separate from other assets save as any contrary direction given by the general meeting, the Board shall have the power to pay interim dividend. The Company may declare dividend in relation to any year by an extraordinary general meeting where the sums has not been declared in the last annual general meeting.

Powers of the Board to modify final accounts

63. Every balance sheet and profit and loss account of the Company when audited and adopted by
the Company in general meeting shall be conclusive except as regards any matter in respect of which modifications may from time to time be considered proper by the Board of Directors and as proved by the Company at its general meeting.

Bonds, Debentures, etc. to be subject to the control of Directors

64. Any Bonds, debenture stock or other securities may be issued by the Company and the same shall be under the control of the Board, who shall issue them upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company.

INDEMNITY

65. Subject to provisions of Section 201 of the Act, the Directors, Secretary and any other officers for the time being of the Company and any trustees of the time being acting in relation to any of the affairs of the Company and their heirs, executors and administrators respectively shall be indemnified out of the assets of the Company from and against all suits, proceedings, costs, charges, losses, damage, and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duty in their respective officer of trust except such, if any they shall incur or sustain; by or through their own willful neglect or default respectively and no such officer or trustees shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustees or joining in any receipts for the sake of confirming or for the solvency or honesty of any bankers or other persons with whom any money or effects belonging to the Company may lodged or deposited for safe custody or for any insufficiency or deficiency of any securities upon which any money of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of this office or trust unless the same shall happen by the willful, neglect or default of such officer or trustee.

Secrecy Clause

66. [a] Subject to the provisions of Companies Act, 1956 no member shall be entitled to visit or inspect any work of the Company without the permission of the Directors, Managing Directors or Secretary or any discovery of any information or any detail of the Company’s business or any other matter, which is or may be in the nature of a trade secret, mystery of secret process or which may relate to the conduct of the business of the company and which in the opinion of the Directors or the Managing Director will be inexpedient in the collective interests of the members of the company to communicate to the public or any member.

[b] Every Director, manager, secretary, auditor, trustee, member of committee, officer, servant, agent, accountant or other person employed in the business of the company will be upon entering his duties pledging himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Audit

67. The auditors of the Company shall be appointed, their remuneration shall be fixed, rights, duties and liabilities shall be regulated and their qualifications and disqualifications shall be in accordance with the provisions of section 224 to 233 both inclusive of the Companies Act, 1956.

Winding up

68. In winding up whether voluntarily or otherwise the liquidators may with the sanction of a Special Resolution distribute all or any of the assets of the company in specie or kind among the contributories in accordance with their respective rights.
We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of these Articles of Association.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Names, Addresses, Description and Occupation of the Common Witness</th>
</tr>
</thead>
</table>
| 1.      | Sadbhav Engineering Ltd.  
Sadbhav House, Opp. Law Garden Police Chowk, Ellisbridge, Ahmedabad-380008,  
Through its Authorised representative Vishnu M. Patel  
Son of Mafatlal Patel  
Occupation: Business Sd/- | Umang Desai  
S/o. Rajendra Desai  
10, Anuradha Society, Jivraj Park Road, Ahmedabad-51.  
Occupation: Service (Company Secretary), ACS - 19353 |
| 2.      | Sadbhav Infrastructure Project Ltd.,  
Sadbhav House, Opp. Law Garden Police Chowk, Ellisbridge, Ahmedabad-380008,  
Through its Authorised representative Shaahni V. Patel  
Son of Vishnu Anand M. Patel  
Occupation: Business Sd/- | |
| 3.      | Vishnu Anand M. Patel  
Nominee of  
Sadbhav Engineering Limited,  
Son of Mafatlal Patel.  
Occupation: Business Sd/- | |
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Names, Addresses, Description and Occupation of the Common Witness</th>
</tr>
</thead>
</table>
| 4.     | **Shashin V. Patel**  
Nominee of  
Sadbhav Engineering Limited,  
Son of Vishnubhal M. Patel  
Shashin-II, Hindu Colony,  
Opp. Sardar Patel Stadium,  
Navrangpura, Ahmedabad-380009.  
Occupation: Business |  
Uman Desai  
S/o. Rajendra Desai  
10, Anuradha Society,  
Jivraj Park Road,  
Ahmedabad-51.  
Occupation: Service  
(Company Secretary)  
ACS - 19353 |
| 5.     | **Vasistha C. Patel**  
Nominee of  
Sadbhav Engineering Limited,  
Son of Shri Chandubhal P. Patel  
27, Shashwat Bungalows,  
B/h. Rajpat Club,  
Bodakdev, Abad-56.  
Occupation: Business |  
Sd/- |
| 6.     | **Girishbhai D. Patel**  
Nominee of  
Sadbhav Engineering Limited,  
Son of Shri Dahyabhal Patel  
301, Shree Panchvilla Tower,  
Nr. f1. D. Rao Hall,  
Mennagar, Ahmedabad-52.  
Occupation: Service |  
Sd/- |
| 7.     | **Manojbhai K. Agola**  
Nominee of  
Sadbhav Engineering Limited,  
Son of Kantilal Agola  
15, Ruddhi Society, Rannapark,  
Ghotodia, Ahmedabad-01.  
Occupation: Service  
Sr. A/c. Manager |  
Sd/- |

Place: AHMEDABAD  
Dated this 24th day of March, 2012  

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564
Form 1
Certificate of Incorporation

Corporate Identity Number: U45201GJ2012PTC069676 2011 - 2012
I hereby certify that SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Ahmedabad this Thirtieth day of March Two Thousand Twelve.

Registrar of Companies, Gujarat, Dadra and Nagar Haveli

*Note: The corresponding form has been approved by SHYAM NATH MISRA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 9(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2009. The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar of Companies office:
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED
"SADHNA HOUSE " OPP LAW GARDEN POLICE CHOWKI, ELLISBRIDGE,
AHMEDABAD - 380006,
Gujarat, INDIA

565
THE COMPANIES ACT, 1956  
[COMPANY LIMITED BY SHARES]  
MEMORANDUM OF ASSOCIATION  
OF  
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED  

I. The name of the Company is "SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED".

II. The Registered Office of the Company will be situated in the State of Gujarat.

III. The objects for which the Company is established are:

[A] THE MAIN OBJECT OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION IS:

*1. To undertake the Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 260/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis.

* The object of the Company was changed by passing of special resolution in the extra Ordinary General Meeting of the Shareholders held on 05/04/2012
THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:

1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell, dispose of, carry out or alter as may be necessary or convenient any lease-hold or freehold lands, movable or immovable properties, including buildings, workshops, warehouse, stores, easement or other rights, machineries, plant, work, stock in trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.

2. To apply for, purchase, acquire, and protect, prolong and renew in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account and or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and Improving or seeking to improve any patents, Inventions or rights which the company may acquire or proposes to acquire.

3. To establish, provide, maintain and conduct or subsidise research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and/or to sponsor or draw out programmes for promoting scientific, technical, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an Independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes, grants to students and generally to encourage, promote inventions of any kind that may be considered useful to the company.

4. To form Incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any persons, firm or company or companies carrying on all or any of proposing to carry on or ceasing to carry on any business, profession or activities which the company is authorised to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act, 1956, the control and management of the company or the undertaking of the acquisitions of any other object or objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation or takeover or acquisition and to remunerate any person, firm or company in any manner, it, shall think fit for services rendered or to be rendered for and in respect of such promotion or incorporation or takeover or acquisition or in obtaining subscription of or the placing of any shares, stocks, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions of the Companies Act, 1956.

5. Subject to the provisions of applicable law to procure registration; Incorporation or recognition of the Company in any country state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest,

6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, co-operation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business, undertaking or transactions which this company is authorised to carry on or engaged in any business, undertaking.
or transactions which may seem capable of being carried on or conducted, so as directly
or indirectly, to benefit the company.

7. To acquire or amalgamate, absorb or merge with any other company or companies or to form,
promote subsidiaries having objects altogether or in part similar to those of this company.

8. To manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licences,
assignations or turn to account or otherwise dispose off in any manner the whole of the undertaking
or any properties (movable or immovable), assets, rights, and effects of the Company or any
part thereof, on such terms and for such purposes and for such consideration as the company
may think fit and in particular for shares, debentures, or securities of any other company having
objects altogether or in part similar to those of this Company and in the event of winding up of
the Company to distribute among the members in specie or kind any properties or assets of the
Company or any proceeds of sale or disposal of any properties of the Company, subject to the
provisions of the Companies Act, 1956.

9. To enter into arrangements with any government or authorities municipal, local or any persons
or company in India or abroad that may seem conducive to the objects of the company or
of any of them and to apply for, secure, acquire, obtain from such government, authorities,
persons or company any right, privileges, powers, authority, charters, contracts, licences,
concessions, grants, decrees, rights which the Company may think desirable.

10. To pay all costs, charges and expenses of and incidental to the promotion, formation,
registration and establishment of the Company and charges in connection therewith and/or
make donations (by cash or other assets) to remunerate by allotment of fully or partly paid
shares or by a call or option on shares, debentures, debenture-stocks or securities of this
or any other company or in any other manner, whether out of the Company's capital or profits
of any person, firm, company assisting to place or guaranteeing the subscription of other
security of the company in or about the formation or promotion of the Company or for any other
reason which the company may think fit subject to the provisions of the Companies Act, 1956.

11. To promote or join in the promotion of any company or companies including subsidiary companies
(wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights
and liabilities of the company or for any other purposes which may seem directly or indirectly
calculated to benefit the Company and to underwrite shares and securities therein.

12. To do all or any of the above things in India or in any part of the world as principals, agents,
contractors or trustees and either alone or in conjunction with others.

13. Subject to Section 58A of the Companies Act, 1956, and the rules framed thereunder and
the directives issued by the Reserve Bank of India, to borrow or raise money or to take
money on loan on interest from banks, financial institutions, government agencies, co-operative
societies, persons, companies, firm, in such manner as the Company may think fit and in
particular by the issue of debentures or debenture-stock, perpetual including debentures or
debenture stock convertible into shares of this Company or perpetual annuities and in security
of any such money borrowed, raised or received to mortgage, pledge, hypothecate, or charge
the whole or any part of the properties (movable or immovable) assets or revenue of the
Company present or future including its uncalled capital by special assignments or to transfer
or convey the same absolutely or in trust and to give the lenders power of sale and other
powers as may be deemed expedient and to purchase, redeem or pay off any such securities.
The Company shall not carry on any banking or insurance business which may fall within
the purview of Banking Regulations Act, 1949 or the Insurance Act, 1938, respectively.

14. To make, draw, accept, endorse, discount, execute, negotiate, assign, and issue cheques,
promissory notes, drafts, hundies, bonds, railway receipts, bills of exchange; bills of lading,
warrants, debentures, and other negotiable or transferable instrument.

15. To guarantee the payment of money secured or unsecured by or payable under or in respect
of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations,
insurers and securities of any company or of any authority, central, state, municipal, local or of any person whatsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations of any person, firm or company and to guarantee the repayment of loan with interest availed from financial institutions, banks, private financiers, availed by any person, company, firm, society, trust or body corporate.

16. To guarantee or become liable for the performance of the obligations and the payment of interest on any debentures or securities of any company, corporation or association or a person in which such guarantees may be considered beneficial or advantageous, directly or indirectly to further the objects of the Company or the interest of the members.

17. Subject to the provisions of the Companies Act, 1956 to accumulate funds and to invest or deal in with and invest money belonging to the Company in any deposits, shares, stocks, debentures, debenture-stocks, kinds obligations, or securities by original subscription, participation in syndicates having similar objects and to tender, purchase, exchange and to subscribe for the same and to guarantee the subscription thereof and to exercise and enforce all the rights and powers conferred by or incidental to the ownership thereof.

18. To open and operate current, overdrafts, loans, cash credit or deposit or any other type of account with any banks, company, firm, association or person.

19. To establish, continue and support or aid in the establishment of cooperative societies, association and other institutions, funds, trusts, amenities and conveniences calculated to benefit or indemnify or insure employees or ex-employees of the Company or Directors or ex-Directors of the Company or the dependents or connections of such persons and at its discretion to construct, maintain buildings, houses, dwelling or chawls or to grant bonus, pensions and allowance and to make payments towards insurance and to pay for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or to remunerate by the allotment of shares credited as fully or partly paid for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture-stock or other securities of the company in or about the formation or promotion of the Company or for the conduct of its business.

20. To undertake, carry out, promote and sponsor rural or semi-urban or urban development including any programme for promoting the social and economic welfare or uplift of the public in any such area and to incur any expenditure on any programme of rural, semi-urban and urban development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.

21. To undertake, carry-out, promote and sponsor or assist any activity for the promotion and growth of national economy and for the discharging of social and moral responsibilities of the Company to the public or any section of the public as also any activities to promote national welfare or social economic and without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activities for publication of any books, literature, newspapers or for organizing lectures or seminars likely to advance these objects or for giving merit awards or scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, funds or trusts having any one of the aforesaid objects as one of its objects by giving donations and/or contributions, subsidies and/or grants or in any other manner.

22. To donate, gift, contribute, subscribe, promote, support or aid or assist or guarantee money to charitable, benevolent religious, scientific, national, public or to other institutions, funds or objects, or for any public, general or other objects and to accept gifts, bequests and donations from any firm, company or persons as may be thought appropriate or conducive to the interest of the Company.

23. To create any depreciation fund, reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures, redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.
24. Subject to Section 78 of the Companies Act, 1956, to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received in payment of dividend or money arising from the sale of forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company.

25. To engage, employ, train, either in India or elsewhere, suspend and dismiss any agents, managers, superintendents, assistants, clerks, coolies other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.

26. To refer or agree to refer any claims, demands, disputes or any other questions by or against the Company or in which the company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

27. To use trademarks, trade names or brand names for the business activities products and goods and adopt such means of making known the business and products in which the company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition, by publication of books and periodicals, by distributing samples and by granting prizes, rewards and awards.

28. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.

29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.

30. To undertake and execute any trust which may be beneficial to the Company directly or indirectly.

31. To ensure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.

32. To receive donations, gifts, contributions, subsidies, grants, and other mode of receipts of money, for the furtherance of the objects of the Company.

33. To invest the funds of the Company not immediately required in Government or Semi Government corporations, companies or firms.

34. To pay a share in the profit of the company or commission to brokers sub-agents, agents or any other company, firm or person including the employees of the Company as may be thought fit for services rendered to the Company.

35. To employ experts, to investigate and examine into the conditions prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, concessions, properties and/or rights.

36. To open, establish, maintain and to discontinue in India or overseas any offices, branch offices, regional offices, trade centres, exhibition centres, liaison offices and to keep local or resident representative in any part of the world for the purpose of promoting the business of the company.

37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and product improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited as paid up or interest of debentures or debenture-stock, subject to the provisions of laws for the time being in force.

38. To secure contracts for supply of the products manufactured by the company to military, civil and other departments of the government or semi-government bodies, corporations, public or private contracts, firms or persons and to recruit trained persons including persons retired from defence, police, military and paramilitary forces to employ detectives.

39. To take part in the management, supervision and control of the contracts, rights, turnkey jobs, operations or business of any company or undertaking entitled to carry on the business which the company is authorised to carry on.

40. To undertake, design, develop, establish, construct, erect, execute, carry out, commission, operate,
maintain, improve, repair, administer, manage, finance, levy, demand, collect and appropriate fee from vehicles, and persons liable to payment of fee for using the project/ project facility or any part thereof or control as required, for work of Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Four Laning of Gomti Chauraha - Udaipur Section of NH - 8 (from Km 177/000 to Km 280/100) in the State of Rajasthan under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Toll) basis, and to construct Toll Plazas and all other works or conveniences of Public or Private utility for the purpose of smooth traffic on the road(s) and to render all services in connection thereto as Planners, Operators, Designers, Consultants, Administrator, Constructors, Builders, Infrastructure developers, Architects, Engineers, Logistic Services, Erectors, Installers, Commissioning Agents, Management Consultants, Toll Collectors and to enter into any contract, agreement, memorandum of understanding, arrangement, or such other mode of contract with the National Highways Authority of India (NHAI) or any other authority including Government of India, President of India, State Government, Semi-Government, Municipalities, Local Authorities, Corporate Bodies, Persons, Entities or such other authorities in India or anywhere in the World as the Company may deem fit. and to carry on contractual basis or assign, convey, transfer, lease, auction, sell, collect, rent, toll, or income arising there from or right or interest therein or connected therewith for any tenure or description and to carry out any other activity as may be required for the implementation and operation of the Project.

[C] OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN 'A' AND 'B' ABOVE.

1. To carry on the business as manufacturers, producers, processors, buyers, sellers, importers, exporters and dealers in every kind and description of food and foodstuff, milk and milk products including cream, butter, ghee, cheese, condensed milk, malted milk powders, skimmed milk, ice cream, milk foods, canned foods, and the foods made from any substances and the business of food processing.

2. To carry on the business of farming, agriculture and horticulture in its branches and to grow, produce, manufacture, process, prepare, refine, extract, manipulate, hydrolize, buy, sell, market or deal in all kinds of agricultural, horticultural, dairy, and farm produces and products including foodgrains, cereals, seeds, soyabean, corn, corn oils, cash crops, plants, flowers, vegetables, edible oils, foods and food products.

3. To cultivate any plantation or other agricultural produces in all its branches and carry on the business as cultivators, buyers and dealers in vegetables, grains, varispaties and all other agricultural produces and to prepare, manufacture and render marketable any such produces and to sell, market, dispose off or deal in any such produces either in its prepared, manufactured or raw state and to purchase, hold, develop, cultivate any agricultural, barren land for the purpose herein mentioned.

4. To carry on the business as travel agents, selling agents, buying agents, marketing agents, commission agents, advertising agents, clearing and forwarding agents, estate agents, insurance agents, brokers or representatives of any company, corporation, firm or individual and to transact and carry on all kinds of agency business.

5. To carry on the business as printers, lithographers, stereotypers, electrotypers, photographic printers, photolithographers, chromolitho engravers, block makers, die-makers, envelop makers, type founders, photographers, manufacturers, dealers and designers in plaing, visiting, railways, festivities, complementary and fancy cards, tickets, stamps and parchments board, straw board, leather board, mill board, corrugated board, duplex board, trilplex board, hard board, plywood board, art board, chrome card and photo card.

6. To establish, maintain, conduct, provide and make available services as consultant, advisers of every kind including commercial, statistical, financial accountancy, computer expert, programmer, technical services, medical, legal, social services and to take such steps as may be necessary for the purposes and to undertake for consideration on behalf of any client the work of examining, inspecting and carrying out tests on any products and to issue certificates in respect of such products.

7. To perform and undertake activities and carry on business pertaining to leasing, giving on hire or hire purchase, warehousing, factoring, providing financial assistance by means of leasing, giving on lease, hire or hire purchase, lending, reselling or disposing off all forms of immovable and movable properties and assets including buildings, godowns, warehouses and real of any kind, nature or user and all types of agricultural, industrial, domestic and other plants, equip-

The object of the Company was changed by passing of special resolution in the extra Ordinary General Meeting of the Shareholders held on 05/04/2012.
ments and machineries, computers, electronic data processors, tabulators, air-conditioners, medical equipments, domestic equipments or appliances or any system or products whether industrial or consumer and all types of automobiles, aircrafts, vehicles and ships.

8. To carry on the business as manufacturers, fabricators, assemblers, processors, finishers, repairers, buyers, sellers, importers, let on hire, purchase and dealers in any kind of machine tools, machine tools including drilling, boring and tapping machines, milling machines, lathe machines, grinding machines, gear cutting and gear grinding machines, and tools for metal cutting and metal working, hammers, and forging machines, welding machines and equipments, welding electrodes, press, sheet, metal shaping machines and equipments, wire working and converting machines, weighing machines and weights, printing machines, cutting machines, wood working machines, sawing machine and machine tools of all types, sizes and description.

9. To carry on business of storing of goods, articles, food stuffs, commodities of all kinds in refrigerators, ice chambers, deep freeze, cold storage or warehouses and for this purpose to construct, purchase, hire, take on refrigerators, ice chambers, deep freeze and cold storage of lease, develop ware houses, premises, buildings or units.

10. To carry on the business of textile engineers and manufacturers and dealers in textile machinery and to manufacture, produce, repair, alter, convert, recondition, resale, hire, import, export, market, let on hire, trade and deal in spares, plants, accessories, fittings, engineering goods, rolling stock, hardware required for textile Industries.

11. To carry on business as manufacturers, buyers, sellers, dealers, distributors, stockists, importers, exporters, resellers clearing agents, transporters, processors in all kind of cements including ordinary, white, coloured, portland, lime cement and cement products of all kinds including pipe fittings, poles, roofs, bricks, prefabricated walls, blocks, tiles, covers, asbestos sheets and by-products and joint products thereof.

12. To carry on the business as manufacturers, sellers, dealers, distributors, stockists, importers, exporters, resellers, transporters, cleaning agents, processors of lime, bauxite, gypsum, asbestos, limestones, fixing materials, sand, plasters, jute bags, paper bags, gunny bags, HDPE/PP valves, and woven bags, plastic bags, packaging materials potteries, earthenwares, sanitary wares, refractors, ceramicwares, and products thereof.

13. To carry on in India or elsewhere the business of mining, quarries and to prospect for, search for, find, get, work, process, crush, smelt, manufacture, refine, blend, clean, convert, store, transport, buy, sell, import, export, distribute, market and deal in all kinds of mineral oil of all kinds, minerals of all kinds, fuels of all kinds, their by-products, joint products, derivatives, mixtures, semifinished products and ores.

14. To manufacture, buy, sell, exchange, alter, improve, import, export, market or deal in all kinds of wires, bars and conductors including insulated wires, PVC wires, flexible wires, flexible cords, cotton or silk braided wires, conduct wires, low and high tension paper, copper conductors, aluminium conductors, copper bars, aluminium bus bars and their accessories.

15. To manufacture, buy, sell, distribute, import, export, market and deal in welding electrodes, welding machines, welding fluxes, gas cylinders of all types and sizes, power batteries and cells, torches, cooking ranges and other domestic appliances.

16. To carry on business as timber merchants and timber growers and to buy, sell, grow, process, prepare for market, manipulate, import, export, market and deal in timber and woods of all kinds and to manufacture and deal in wooden articles such as furnitures, fixtures, toys, wooden packing cases, domestic appliances, agricultural implements, windows, doors, articles required for construction work, wooden plants and machineries, houses, carriages, sports equipments, chairs, stage materials, exhibition materials, coaches, vehicle bodies and to buy, clear, work, develop and deal in timber estates.

17. To carry on in India or elsewhere, the business of producing, processing, manufacturing, formulating, using, acquiring, storing, refining, packing, transporting, distributing, importing, exporting and dealing in every kind and description of fertilizers, manures, chemicals, organic or
18. To carry on the business as manufacturers, purchasers, sellers, processors, refiners, exporters, importers, and dealers in every kind or description of gases including oxygen, hydrogen, nitrogen, argon, acetylene and its compounds, by-products, joint products, ancillary products and its derivatives.

19. To carry on the business as civil engineers, mechanical engineers and for the purpose to build, erect, execute, administer, construct, alter, maintain, enlarge, pull down, remove or replace and market, deal in work, manage and control any buildings, structures, offices, factories, mills, shops, machinery, engineers, road ways, bridges, reservoirs, water houte, wharves, electric works, tramways, railways, branches, or sidings, docks, harbours, canals, irrigation, reclamation, sewage, drainage and conveniences of all kinds.

20. To carry on in India or elsewhere the business of processing, converting, producing, manufacturing, formulating, using, buying, acquiring, storing, packing, selling, marketing, transporting, importing, exporting and disposing of all types and description of drugs, drug intermediates synthetic drugs, medicines, vitamins, antibiotics, basic drugs, pharmaceuticals, biological products, food stuffs for human and animal use, gelatine capsules, sugar, agrochemicals, bio-chemicals, pesticides, fungicides, germicides, insecticides, weedicides, dye-stuffs, intermediates, textiles auxiliary, colours, acids, varnishes, paints, pigments, synthetic resins, plasticizers, cosmetics, powders, creams, preparation for the teeth, toilet requisites, detergents, surface active agents, cleaning agents, soaps, glasses, pottery, terracotta, artificial stones, cokes, explosives, photographic materials and industrial chemicals.

21. To carry on the business of investment company and to invest in and acquire and hold shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any company, firm, person, local authority or institution whether in India or elsewhere and also carry on the business for to buy and invest in National Saving Certificate, Unit Trust of India, Public Provident Fund and other government schemes existing from time to time.

22. To provide package of investment services by acting as managers to the public issue of shares, debentures, debenture bonds, securities by underwriting and to act as issue houses.

23. To carry on business as manufacturers, buyers, sellers, dealers, distributors, exporters, importers, hirers, stockists, surveyors, valuers, agents, clearing agents, processors, assemblers, repairers, erection and commissioning of agricultural implements, equipments and machineries of all types and sizes either power driven or hand operated including harvesters, threshers, winnowers, cultivators, seeds and fertilizer drillers, sprinklers, dairy machines, elevating machines, conveying machines, transmission machines, tractors, sprayers, hullers, hand and industrial blowers, drilling machines, oil engines, diesel engines, kerosene engines, petrol engines, internal combustion engines and their raw materials, components, semi-finished goods, accessories and spare-parts.

24. To carry on the business as manufacturers and dealers in all types of electrical, electronic, mechanical, microprocessor based, electro-mechanical computerised equipments including X-ray machines, ultra sound machines, scanners ECG machines, echo cardiographic machines, electro surgical instruments and digital Blood Pressure instruments required for medical, surgical operations, hospitals, dispensaries, medical centres, research laboratories, educational institutions, scientific and other institutions or organisations or companies.

25. To carry on the business as electroplaters, nickelplaters, chromium platers, metal sprayers, oxidisers, anodisers and metalplaters, general painters, varnishers, lacquereers, enamellers, polishers, welders, braziers, gilders, goldsmiths, silversmiths, watchmakers and jewellers.

26. To carry on the business as manufacturers and dealers in metal wares, glass-wares, leatherwares, research equipments and appliances.
27. To manufacture, fabricate, assemble, buy, sell, market, let on hire, import, export, repair, maintain and deal in all kinds and description of automobile, whether propelled or assisted by means of petrol, spirit, gas, mineral oil, electricity, animal, atomic or any kind of fuel or power or energy including automobiles, motorcycles, scooters, mopeds, motor cars, auto rickshaws, trucks, tractors, delivery vans, tankers, lorries, buses, minibuses, metro tempo, motor boats, motor launches or other vehicles and their spare parts, components, accessories and ancillary equipments, including automotive equipments, axles, hydraulic jacks, airbrakes equipments, suspension units, pressed steel, casings, bearing, piston rings, crank shafts, truck bodies, tyres and tubes.

28. To set up, operate, fabricate, market and deal in steel furnace, steel rolling mills, steel rolling plant and to re-roll mild, low, medium, high carbon and alloy steel and alloy cold rolled and hot rolled strips, refine alloy and manufacture ingots, skelped billets of special steel and alloy steels and to act as steel makers, steel converters ship breakers and to manufacture metalurgical products in all forms.

29. To manufacture, produce, trade, export, import, market and deal in re-rolled sections of all sizes and specifications of ferrous and nonferrous, including angles, bars, flats, plates, rods, rails, rounds, octagons, hexagons, joint channels, sheets, strips, plates and cold twisted bars and other structures, steel extruded sections, forgings and to manufacture and deal in domestic goods made up of any metals and to manufacture and deal in steel and aluminium furniture and foils manufactured from aluminium and other ferrous and non-ferrous metals.

30. To carry on the business of manufacturers, fabricators, exporters and dealers in wrought iron, pig iron, copper, brass, aluminium and other metals, metal alloys and scrap metals, skullcap and metallic residues and or compounds or products of any kind or description whatever.

31. To carry in India or elsewhere the business of designing, engineering, fabricating, manufacturing, assembling, marketing, importing, exporting, selling, purchasing, leasing, distributing, supplying on turnkey basis or servicing, maintaining, erecting and commissioning, repairing and dealing in earth moving machineries, road making and construction machineries including power plants, road rollers, mixer machines and weight lifting machineries including chainpulley locks, graded chains, mobile crane, overhead cranes, fork lift, passenger lift, elevators, vibrators, hydraulic jacks, excavators, air compressor, reduction gears, speed reducers, fire fighting equipments and plants, machinery and structures required for refining, processing, testing, storing, converting and transporting of all types of mineral oils, their by-products and ancillary products.

32. To carry on in India or elsewhere the business as manufacturers, producers, fabricators, processors, buyers, sellers, assemblers, importers, exporters and dealers in electrical, electronic or electromechanical or mechanical equipments, appliances, machinery, their components, accessories, spareparts and systems required for industrial, agricultural, domestic or other purposes including all types of meters, measuring instruments, testing instruments, calibrating instruments, protection, auxiliary and other relays, sonic or ultra sonic equipments, radars, computers, minicomputers, data processing equipments, micro processor based equipments, microwave equipments, control system or equipments, equipments required for atomic reactors and space applications, control systems, audio visual communication equipments, image and document production equipments, broadcasting and cinematographic equipments, testroom equipments, scientific instruments, medical and surgical equipments, oscilloscopes, electric motors of all types, electric furnaces, cremation furnaces, instrument transformers, current transformers, potential transformers, power line carrier communication equipments, tele metering equipments, bus ducts, tap changers, tensile testing equipments, switches, switch and control boards, control panels, time switches, radio control switches, circuit breaker of all types, switch gears and control gears, porcelain insulators, starters, boosters, rectifiers, low and high voltage transformers, vacuum gauges, television sets, tape recorders, video games, receiver sets, amplifiers, audio systems, calculators, electronic components including capacitors, transistors, electric and electro-mechanical parts, printed circuit boards, diodes, resistors, indicators, transformers, ferites tubes, television tubes, picture tubes, incandescent lamp, miniature lamps and tubes, integrated circuits, thyristors, lamination sheets, stamping, all types of insulating materials, fuses, floppy disc, magnetic tapes, magnetic disc,
33. To carry on the business as transporters, couriers and carriers of every kind and description of goods, materials, luggages, merchandise, animals or passengers boxe: covers, cards, papers and valuable articles from place to place either by air or by land or river or sea or partly by sea or river and partly by land or air and for the purpose own, hire, take on rent, give on rent, sale, purchase, market and deal in motor vehicles, aeroplanes, animal drawn vehicles, car, ships, steamer, trucks, buses, minibuses and to carry on the business of general carriers, railway and forwarding agents, clearance agents, warehousemen, storekeepers, bonded caremen and common caremen and for the purpose to own, hire, lease, take on rent, give on rent any buildings, warehouse or other facilities and to operate, establish, own and maintain garages, service stations, workshops, terminal freight point and to store, repair, rent and lease motors, buses, automobiles or other vehicles.

34. To carry on the business of designing, engineering, fabricating, manufacturing, assembling, marketing, importing, exporting, selling, purchasing, leasing, distributing, supplying, on turnkey basis or servicing, maintaining, erecting and commissioning, repairing and dealing in all kind and description of industrial plants, petro-chemical plants, cement plants including rotary kilns and fluxo packers, fertilizer plants, chemical vessels, sugar plants, edible and non-edible oil extraction plants, pulps, pulp and paper manufacturing plants, pollution control equipments, crystalliser plants, bottling plants, drying plants, power plants, coal and material handling plants, dairy plants, plastic processing machinery, cement machinery, beverage machinery, air-conditioning and refrigeration plants and their machineries, components, accessories, ancillary equipments, instruments and appliances.

35. To carry on the business as manufacturers, buyers, purchasers, sellers, processors, producers, importers, exporters, researchers, developers, consultants, advisors and dealers in every kind and description of ceramics, ceramic products, technical alumina, alumina products, their raw materials, by-products, joint products, auxiliary products and allied products including alumina titania ceramic textile thread guides, alumina ceramic seals, alumina zzzles, alumina and zircon granules, industrial grade ceramic wool, ceramic deburring and grinding media, ceramic coating, ceramic cutting tools, oxide ceramics of boron-nitride, titania alumina and zircon based ceramics, assorted alumina products and potteries.

36. To carry on the business of extracting, refining, processing, blending, dealing, purchasing, selling, edible or non-edible oils, rasa, rasyayana, fats, basic substances, elements or ingredients from all types of oil seeds, cash crops, seeds, food grains, cereals, nuts, cakes, agricultural produces, vegetables, leaves, roots, flowers, herbs, plants, shrubs and trees and for the purpose to run or carry on extraction plants, processing or refining plants and all other allied activities and to deal in purchase, sell, export, import or market such resultant products or products and their derivatives, by-products, joint products, finished products, raw materials or semi-processed materials.

37. To carry on the business as buyers, sellers, exchangers, importers, exporters, assemblers, distributors, repairers, or dealers in all the accessories, raw materials, spare parts and components required for the purpose of the business of the Company.

38. To carry on business as organiser, developer, contractor or owner or dealer of any land, residential buildings, commercial buildings, shops, offices or any other buildings, and for the purposes to purchase, take on lease, acquire, hold, develop, prepare building sites, construct, reconstruct, repair, maintain, pull down, alter, improve, decrease, furnish, sell, market, give on hire, purchase or on instalment or deal in any lands, residential buildings, commercial buildings, shops, offices, club houses, works and sanitary conveniences of all kinds and to lay out roads, drainage pipes, water pipes and electric installations and to set apart lands for pleasure, gardens and recreation grounds or improve the land or any part thereof.

39. To carry on in India or elsewhere, the business of producing, processing, converting manufacturing, formulating, factoring, using, buying, acquiring, storing, refining, packaging, selling, marketing, transporting, distributing, importing, exporting, and dealing in all kinds and description of petrochemicals, petroleum products its by-products, joint products, ancillary products and
derivatives thereof whether in liquid, solid, flake or gaseous form, including benzene, ethylene, propylene, polypropylene, propane, ethane, butenes, butadiene, isoprene, rubber, naphtha, methane, methanol, melamine, naphthalene, cyclohexanone, phenol, acetal acid, calcium acetate, vinyl acetates, polyurethanes and polyurethane-based chemicals, polylols and cyanides of all kinds, diacetylenides, phosgene, polycarbonates, ammonium, caprolicamid, adipic acid, hexamethylene, diamine, amine compounds of lower and higher alkenes or oxoalkenes, phthalic anhydride, alkyl resins, polyester fibres and films, mixed xylenes, para-xylene, meta-xylene, toluene, cumene, styrene, polymer products of all types including block polymers, graft polymers, random polymers, co-polymers, homo polymers, acrylonitrile co-polymers, butadiene styrene acrylonitrile terpolymers, butadiene styrene, polycarbonate of all kinds, synthetic rubbers, acrylonitrile rubber, styrene butadiene rubber, methacrolein, maleic anhydride, methacrylates, urea, formaldehyde, fibres of all kinds, including acrylic fibres, carbon fibres, polypropylene fibres, polyvinyl alcohol fibres, optical fibres, polycarbonate resins, formaldehyde resins, polyvinyl chloride resins, nylons of all kinds, hydrogen cyanide, poly methyl purified terephthalic acid, dimethyl terephthalate, polyvinyl chloride, acetylene, ethylene dichloride, ethylene oxide, ethylene glycol, polyglycols, ethylene, paraxylene, poly styrene, poly propylene, isopropenel, acetone, propylene oxide, propylene glycol, acrylonitrile, acrolein, acrylic esters, ally chloride, epichlorhydrin, epoxy resins, plastics of all types, oxides of all types, chlorinated hydrocarbons, halogenated hydrocarbons, aliphatic and aromatic alcohols, ketones, aromatic acid, anhydrides, linear alkyl benzene, linear alkyl benzene sulfonates, quaternary ammonium compounds, alcohol epoxides, alcohol epishylphates, monomer and polymers of vinyl acetate, vinyl chloride, esters of ortho meta and para and terephthalic acids, lubricating oils, transformer oils, furance oils, and polymers in all their forms like resins, fibred sheets, mouldings and castings.

40. Subject to the provisions of law applicable to carry on in India or elsewhere the business of running hotels, motels, restaurants, coffee houses, eating houses, lodging houses, boarding houses, flight kitchens, club houses, holiday resorts, holiday homes, travels and tours, health clubs, swimming pools, rest houses, entertainment houses and for this purpose to purchase, give on hire, construct, build, manage, improve alter, demolish, 41. To carry on in India or elsewhere the business of manufacturing, producing, processing, sizing, drawing crimping, twisting, texturing, blending, mixing, purchasing all kinds of natural and man-made fibres, fibre yarns, fibre cords, cotton yarns; polyester staple fibres, jute, wool, silk, core, art silk, nylon fibres, staple fibres, fabrics, plastic fabrics, synthetic and other fibrous materials, cloths, dressing materials, furnishing materials, handicrafts, khadi uniforms, readymade garments, apparel, carpets, blankets, padding, knitted goods, decorative materials, woven bags, hosiery, gloves, sewing threads, ropes, covers and packing materials.

42. To carry on the business as finance industrial enterprises and promote of Companies engaged in industrial and trading business and to manage syndicates in securities, finance and real estate.

43. To carry on the business as importers, exporters, buyers, sellers, dealers, principal or agent in all kinds of plant and machineries, equipments and instruments, articles, apparatus, appliances, accessories and fittings for the objects of the company.

IV. The Liability of the members is limited.

V. The authorised Share Capital of the Company is Rs. 5,00,000/- [Rupees Five Lacs only] divided into 50,000 [Fifty Thousand] Equity Shares of Rs.10/- [Rupees Ten only] each.
We, the several persons whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Number of Equity shares taken by each subscriber</th>
<th>Signature, name, address, description and occupation of the witness</th>
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12

577
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<tr>
<th>Sr. No.</th>
<th>Names, addresses, descriptions, occupation and signature of subscribers</th>
<th>Number of Equity shares taken by each subscriber</th>
<th>Signature, name, address, description and occupation of the witness</th>
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<tbody>
<tr>
<td>5.</td>
<td>Vasistha C. Patel&lt;br&gt;Nominee of Sadbhav Engineering Limited, Son of Shri Chandubhali P. Patel&lt;br&gt;27, Shashwat Bunglows, B/h. Rajpat Club, Bodakdev, Abuad-58.</td>
<td>10 (Ten Only)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Ghirishbhal D. Patel&lt;br&gt;Nominee of Sadbhav Engineering Limited, Son of Shri Dahyabhal Patel&lt;br&gt;301, Shree Panchvillla Tower, Nr. I. D. Rao Hall, Memnagar, Ahmedabad-52.</td>
<td>10 (Ten Only)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Manojbhal K. Agola&lt;br&gt;Nominee of Sadbhav Engineering Limited, Son of Kanlilal Agola&lt;br&gt;15, Riddhi Society, Rannapark, Ghotodia, Ahmedabad-61.</td>
<td>10 (Ten Only)</td>
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<td><strong>TOTAL</strong>&lt;br&gt;50,000 (Fifty Thousand)</td>
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Place: AHMEDABAD

Dated this 24th day of March, 2012
THE COMPANIES ACT, 1956  
[COMPANY LIMITED BY SHARES]  
ARTICLES OF ASSOCIATION  
OF  
SHREENATHJI-UDAIPUR TOLLWAY PRIVATE LIMITED  
PRELIMINARY

Application of Table "A"

1. Subject as hereinafter provided and in so far as these presents do not modify or exclude them, the regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956 [hereinafter called "The Act"] shall apply to the Company in so far as they are applicable to a Private Company.

Headings

2. The headings hereeto shall not affect the construction hereof.

PRIVATE COMPANY

Restriction on Transfer and number of Members

3. The Company is a Private Company Limited by Shares within the meaning of Section 3(1)(iii) of the Act, and accordingly.

[a] Restricts the right to transfer its shares, in the manner and to the extent as hereinafter provided;

[b] Limits the number of its members to 50 [fifty] but not including:
   [i] Persons who are in the employment of the Company.
   [ii] Persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be the members after the employment ceased; provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member.

[c] Prohibits any invitation to the public to subscribe for any shares in or debentures of the Company.

[d] Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

[e] The Company is having a minimum paid up share capital of Rs. 1,00,000 (Rupees One Lac) or such higher amount of capital as may be prescribed.
SHARE CAPITAL

Division of Capital

4. The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with power to increase or reduce the Share Capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred or such other rights, privileges or conditions as may be determined in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be provided by regulations of the Company and consolidate or sub-divide the shares and issue shares of higher or lower denomination by way of Ordinary Resolution.

Issue of Bonus Shares

5. Subject to provisions of the Act, the Company may, by passing a resolution in the meeting of the Board of Directors, capitalise any amount standing to the credit of Securities Premium Account, Capital Redemption Reserves Account, accumulated credit balance of the Profit & Loss A/c or General Reserve and the same may be applied in issuing the bonus shares as fully paid up in proportion of the shares held by each members in capital of the Company for the time being.

General Authority

6. Wherever in the ACT it has been provided that the Company shall have any right, privilege or authority or that Company cannot carry out any transactions unless the Company is authorised by its Articles then in that case, Articles hereby authorise and empower the Company to have such rights, privilege or authority and to carry out such transactions as have been permitted by the Companies Act, 1956.

Shares at the Disposal of Directors

7. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, in such proportions and on such terms and conditions and at par, at premium or at discount [subject to the provisions of the Act] as they may, from time to time, think proper.

Calls

8. The Directors, may from time to time, make calls upon the members in respect of any money unpaid on the shares in any manner, as they deem fit.

Power to Issue Shares At Discount

9. With the previous authority of Company in General Meeting and the sanction of the Company Law Board or of such authority as may be prescribed and upon otherwise complying with the provisions of Section 79 of the Act, it will be lawful for the Directors to issue at a discount, shares of a class already issued.

Power to Issue Sweat Equity Shares

10. Subject to and in accordance with the provisions of Section 79A of the Act and rules, regulations or guidelines framed there under and in force from time to time, the Company shall have authority to issue the Sweat Equity Shares on such terms and conditions as may be decided in the general meeting and by the Board of Directors.

Power to Issue Preference Shares

11. Subject to and in accordance with the provisions of Section 80 of the Act whenever the Share capital of the Company consists of preference shares, the Company shall have authority to issue the redeemable preference shares.

Power to issue shares with the differential rights as to voting, dividend etc.

12. Subject to and in accordance with the provisions of Section 86 of the Act and rules, regulations or guidelines framed there under and in force from time to time, the Company shall have authority to issue the Equity Shares with differential rights as to dividend, voting or otherwise on such terms and conditions as may be applicable under the provisions of the said act and rules and regulations framed there under and subject to the same the rate of voting shall be as such as may be determined at the time issue of such class of shares in accordance with the resolution passed by the general meeting in this regard.

How Far New Shares To Rank With Shares In The Original

13. Except as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and installments, transfer and transmission for future, lien, voting rights and otherwise.
14. If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards voting at meetings, service of notice and all or any matters connected with the Company, except the transfer of shares and any other matters herein otherwise provided, be deemed to be sole holder thereof but joint holders of the shares shall be severally as well as jointly liable for the payment of all deposits, instalments and calls due in respect of such shares and for all incidents thereof according to the Company’s regulations.

15. The Board may allot Shares for consideration other than cash

The Board may issue and allot shares in the Capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered by the Company in or about the conduct of the Company’s business and shares to be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid up shares.

16. Liability Of Members

Every Member or his/her heirs, executors, administrators, assigns or other representatives shall pay to the Company the portion of the Capital represented by his/her share or shares which may for the time being remain due and unpaid thereon in such amounts, at such time or times and in such manner as the Board shall from time to time in accordance with the Company’s regulations require the payment thereof and so long as any money remain due, owing and unpaid to the Company by any member on any account, such member shall not be entitled at the option of the Board, to exercise any rights or privileges.

17. Employee Stock Option Scheme

(1) Subject to and in accordance with the provisions of the Act and any other rules, regulations or guidelines as may be prescribed if any, the Company may frame guidelines or scheme to be known as Employee Stock Option Scheme (ESOP) or Employees Stock Purchase Scheme (ESP).

(2) ESOP or ESPS may provide for the issue of shares/warrants, bonds or other debt instruments including the terms of payment

(3) The Board of Directors shall have the power to vary, alter or amend the terms and conditions of the ESOP or ESPS, at their sole discretion, in such manner as they may deem fit in the best interest of the Company.

18. Power of the Company to purchase its own securities

(a) Notwithstanding anything contained in Section 77 of the Act the Company shall have authority to purchase its own shares or other specified securities (hereinafter referred to as the “Buy-back of Shares or other specified securities”) in such manner and subject to such terms and conditions as may be prescribed under Sections 77A, 77AA and 77B of the Act or any rules, regulations or guidelines prescribed thereunder and applicable to the Private Company.

(b) Buy-back of shares or other specified securities under this Article shall not be treated as reduction of capital within the meaning of Section 100 to 104 of the Act.

19. Nomination of Shares

Every holder of shares in or holder of debentures of a Company may at any time, nominate a person to whom his/her share in or debenture of the Company shall vest in the event of his/her death. Accordingly the provisions relating to nomination and transmission of shares as prescribed in Section 109A and 109B and any rules or regulations, if any, framed there under shall be applicable to such nomination.

TRANSFER AND TRANSMISSION OF SHARES

20. Restriction On Transfer Of Shares

Sever as hereinafter provided no shares shall be transferred to a person who is not a member of Company.

21. Directors’ Discretion To Decline Registration Of Any Transfer

The Directors may at any time in their absolute and uncontrolled discretion and without assigning any reason whatsoever, decline or acknowledge any proposed transfer of shares and their power or discretion to refuse such transfer shall not be affected by the fact that the proposed transferee is already a registered member of the Company. Without prejudice to the generality
of the aforesaid power, the Directors may in particular so decline in any case in which the Company has lien upon the shares (or any of them) or whilst any shareholder executing the transfer is either alone or jointly with any person or persons, indebted to the Company on any account whatsoever, or whilst any moneys in respect of the shares desired to be transferred (or any of them) remain unpaid or unless the transferee is approved by the Board. The registration of the transfer shall be conclusive evidence of the approval of the transferee by the Board.

**Transfer Of Shares How To Be Made**

22. Except where the transfer is made pursuant to Article 27, the person proposing to transfer any share (hereinafter called "proposing transferor") shall give notice in writing (hereinafter called "the Notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as fair value of the shares and shall constitute the Directors as agent for the sale of the shares to any member of the Company or person selected as aforesaid willing to purchase the shares (hereinafter called the "Purchasing Member") at a price so fixed or at the option of the purchasing member at the fair value to be fixed in accordance with Articles 24 hereinafter appearing. A transfer notice may include several classes and in such case it would operate as if it were a separate notice of each share. A transfer notice shall not be revoked except with the sanction of the Directors.

**Shares Comprised In the Transfer Notice How To Be Dealt**

23. Except where the transfer is made pursuant to Article 27, the shares comprised in any transfer notice shall be dealt with as under:

[a] The Board shall forthwith give notice to all the members of the Company and specify the price of the shares to be sold and invite each of them to state in writing within 7 days from the date of the said notice whether he is willing to purchase any and if so what maximum number of the said shares.

[b] After the expiration of said 7 days the Board shall allocate the said shares comprised in the transfer notice to or amongst the members or member who shall have expressed their or his willingness to purchase as aforesaid, but so that in case of competition, they shall rank for acceptance pari passu in proportion to shares held by them and if any shares cannot be apportioned, such shares shall be offered to them in order determined by lot, and Directors shall cause such lots to be drawn accordingly.

[c] If shares are not taken up by the persons to whom they are offered in accordance with the foregoing provisions and the Company finds a purchasing member within the space of three months after the expiration of the said 7 days it shall give notice thereof to the purchasing member and proposing transferor who shall be bound upon payment of fair value as fixed in accordance with Article 24 hereof to transfer the shares to such purchasing member or members.

**Fair Value Of The Shares To Be Fixed By The Auditor**

24. The fair value of the shares shall be the fair value fixed by the Directors. If the purchasing member wants that the fair value of the shares notified for the transfer shall be fixed by the Auditor of the Company, the Directors shall refer the matter to the Auditors of the Company and Auditors shall certify in writing the sum which in their opinion is the fair value and while so certifying, the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the provisions of the Indian Arbitration Act, shall not apply.

**Procedure When Proposing Transferor Makes Default In Transferring**

25. [1] In any case where the proposing transferor after having become bound as aforesaid makes default in transferring the Shares, the Directors may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute transfer of shares to the purchasing members, and upon the execution of such transfer, the Company shall hold the purchase money in trust for proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name being entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

[2] If share certificate/Certificates in respect of the shares transferred as mentioned above are not delivered to the Company by the former holder of such share/shares, the Directors may issue new Certificate/s for such share/shares distinguishing it in such manner as they may think fit from the certificate/certificates not so delivered.
Right of the proposing transferor when the Company does not find a purchasing member

28. If the Directors do not within the space of the said three months find a purchasing member after giving notice in the aforesaid manner, the proposing transferor shall at any time within three months afterwards be at liberty subject to Article 21 hereof to sell and transfer the share to any person and at a price not less than the fair value as fixed in accordance with Articles 24 hereof.

Registration Of Transfer Not To Apply For Certain Transfer

27. Subject to the power of Directors in this behalf as mentioned in Article 21 hereof, any share may be transferred by a member to his spouse or lineal descendants, other existing member of the Company or to any other person if the Board of Directors by passing a resolution with the unanimous consent of all the directors present at the meeting, agrees to approve the transfer of shares in favour of the person referred to in this article and in that case the restrictions in the preceding Articles hereof shall not apply to any transfer made by virtue of this Article.

Directors Right To Transfer Shares Of Deceased Members

28. Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, any person becoming entitled to any share in consequence of death or insolvency of any shareholder thereof or in any way otherwise than by transfer upon producing such evidence of his title thereto as may, with the consent of Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares, provided the Board may, if the demand be reasonable, sell the said shares at a price not less than the fair value as fixed in accordance with Articles 24 hereof.

Directors May Call For Transfer Of The Shares Of The Deceased

29. [a] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, if any member dies, the Board may call the heirs or his executors or the administrators of such deceased members to transfer the shares of the deceased to some person to be approved by the Board at the fair value of the shares and if the heirs or the executors or the administrators do not comply forthwith such requisition, they shall be deemed to have served the Company with a transfer notice under Article 15 and the provisions of that Article and the subsequent Articles shall apply thereon operate.

[b] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, on the death of any joint holders, the survivor or survivors of them shall be the only person or persons recognised by the Company as having any title to the shares but the Directors may require such evidence of death as they may think fit and nothing herein contained shall be deemed to release estate of the joint holder with any other persons.

[c] Subject to provision of Article 19 and provision of Section 109A and 109B of the Act, the executors or administrators of deceased members shall be the only person recognised by the Company as having any title to his shares and the Company shall not be bound to recognise such executors or administrators or other legal representation as the case may be from a duly constituted court in India. Provided nevertheless that it shall be lawful for the Directors in its absolute discretion to dispose of with production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.

Provisions To Apply To Debentures

30. The provision of these Articles for transfer and transmission of shares, shall mutatis mutandis apply to the transfer or transmission of any debenture of the Company.

LIEN

31. Lien On Shares

The Company shall have a first and paramount lien upon all the shares registered in the name of each member and upon the proceeds of sale thereof for his debts, liabilities and engagements solely or jointly with any other person to or with the Company whether the period of payment, fulfillment or discharge thereof shall have actually arrived or not and such lien shall be extended to all dividends from time to time declared in respect of such shares, unless otherwise agreed. The registration of transfer of shares shall operate as waiver of Company's lien if any, on such shares. The Directors may at any time, declare any shares to be wholly or in part exempt from the provisions of this Article.
GENERAL MEETINGS

Notice Of Meeting

32. Any General Meeting may be called by giving to the members clear seven days' notice or a shorter notice than of seven days, if consent is accorded thereto by members of the Company holding not less than 95 percent of the paid up share capital of the Company and it shall not be necessary to annex any explanatory statement to the notice.

Quorum At General Meeting

33. Two members personally present shall be quorum of any General Meeting of the Company.

Voting Right

34. On a show of hands every members holding equity shares present in person shall have one vote. On a poll every such member present in person or by proxy shall have one vote for each share held by him.

Proxy

35. A member may appoint another member as his proxy to attend and vote instead of himself but a non-member shall not be so appointed and provisions of section 176(2) of the Act shall not apply to the Company.

No Vote If Calla Unpaid Etc.

36. No Member shall be entitled to vote at any General Meeting unless all call and other sum presently payable by him in respect of shares in the Company have been paid and no member shall exercise any voting rights in respect of any shares in regards to which the Company has or have exercised any right of line.

DIRECTORS

Number Of Directors

37. Unless otherwise decided, the number of the Directors shall not be less than two and more than Twelve, excluding Nominee Director and Alternate Director.

Board of Directors

38. On the date of acceptance of these Articles of Association, directors of the Company are:

1. VISHNUBhai MAFATLAL PATEL
2. SHASHINBHAI VISHNUBHAI PATEL
3. VASISTHAKUMAR CHANDULAL PATEL
4. NITINBHAI RAMESHCHANDRA PATEL

All the above directors as well as other directors appointed in pursuance of Article 43 shall not be liable to retire by rotation and shall act as directors until he/she resigns as directors or otherwise vacates his/her directorship on death or provisions of the Act.

Power To Fill Casual Vacancy

39. Subject to the provision of section 262 of the Act, Board shall have the power at any time and from time to time, to appoint any qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Power To Appoint Alternate Director

40. Subject to section 313 of the Act, Board of Directors of the Company may appoint an Alternate Director to act for a Director during his absence for a period of not less than three months from the State in which the meetings of the Board of Directors are ordinarily held.

Power Of Directors To Appoint Additional Directors

41. The Directors shall have power at any time and from time to time to appoint any other person as additional Director or the Board so that total number of Directors shall not at any time exceed the maximum number fixed as above and any person so appointed as an additional Director shall retain his office only until the next Annual General Meeting but shall then be eligible for re-appointment.

Nominee Directors

42. Subject to the provisions of the Act and these Articles, whenever the Directors enter into a contract with any Government, Central, State or Local, any Financial Institution/s or Banks or any person/s (hereinafter referred to as 'The Appointer') for borrowing any money or for
providing any guarantee or security any technical or financial collaboration or assistance or for entering into any other arrangement, whatsoever, the Directors shall have the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such terms and conditions as may be mentioned in the agreement and that such Director or Directors may not liable to retire by rotation nor be required to hold any qualification shares. The Directors of Company may also agree that such Director or Directors may be removed from time to time by the appointer and the appointee may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever.

Power to appoint Permanent Director

43. Notwithstanding anything contained in Articles 39 to 42, and in addition to powers conferred upon the Board to appoint Directors under section 260, 262 and 313 of the Act, the Board shall have, pursuant to Section 255(2) of the Act, powers to appoint any director as Permanent Director, who shall not be liable to retire by rotation. The person so appointed, pursuant to this Article, shall be eligible to act as directors until he/she resigns, dies, becomes disqualified to be a director of the Company or otherwise vacates his office pursuant to the provisions of the Act.

Chairman of the Board

44. The Board may from time to time appoint any Director to be the Chairman of the Board. The Chairman of the Board shall be subject to the same provisions as to resignation and removal as the other Directors, and he ipso facto, and immediately ceases to be the Chairman if he ceases to hold the office of Director for any cause.

Directors can hold office

45. Subject to the provisions of Section 299 and 314 of the said Act, a Director may hold any other office or place of profit under the Company except that of any auditor upon such terms and remunerations as may be determined by the Board from time to time.

Sitting Fee

46. Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine for attending every meeting of the Board or any Committee of the Board, subject to the ceiling prescribed under the Act. The Directors shall also be paid traveling and other expenses for attending and returning from meeting of the Board and any other expenses properly incurred by them in connection with the business of the Company.

Qualification Share

47. No Director of the Company shall be required to hold any qualification shares.

Directors not to retire by rotation

48. The First Directors as well as directors appointed under Article 43 hereinabove shall not be liable to retire by rotation.

Contract by Directors

49. Subject to the provisions of sections 297 and 299 of the said Act, a Director shall be capable of contracting and participating in the profits of any contract with the Company and shall be directly or indirectly concerned or interested in any contract or arrangement entered into by or on behalf of the Company in the same manner as if he was not a Director.

Special Remuneration to Directors

50. If any Director, being willing, shall be called upon to perform extra services which expression shall include work done by the Director as a member of any Committee formed by the Directors or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum or by a percentage of profit or otherwise as may be determined by the Directors and such remuneration may be in addition to the remuneration above provided.

Expenses to Directors

51. In addition to the remuneration payable to them in pursuance of the aforesaid Articles, the Directors may be paid taxi, air or railway return fare, hotel and other incidental expenses incurred by them for the purposes of attending and returning from meeting of Board of Directors or any Committee thereof or any general meeting of Company or in connection with the business of the Company.
PROCEEDINGS OF THE BOARD

Quorum
52. The quorum for a meeting of the Board shall be one third of its total strength or two Directors, whichever is higher.

Resolution by Circulation
53. Save as otherwise expressly provided in the Act, a Resolution shall be valid and effectual as it had been passed at a meeting of the Board or Committee thereof, as the case may be, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Director or to all the members of the Committee of the Board, as the case may be, then in India [not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be] and to all other Directors or members of the Committee at their usual address in India, and has been approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote on the resolution.

POWER OF DIRECTORS
54. The business of the Company shall be vested in the Board of Directors who may in addition of the powers and authorities by these presents or otherwise expressly conferred upon them exercise all or any of such powers and do such acts and things as may be exercised or done by the Company and are not hereby or by statute or law expressly directed or done by the Company of any statute or law of any regulation from time to time made by the Company in General Meeting, but subject to nevertheless to the provisions of any statute or law or any regulation from time to time made by the Company in General Meeting.

55. Without prejudice to the general powers conferred by these Articles and the other powers conferred by these presents, it is hereby declared that unless otherwise determined by the Directors, the Directors shall have the following powers that is to say:

(a) to pay, the costs, charges and expenses incidental to the promotion, establishments, registration and running of business and affairs of Company.

(b) to take on lease, purchase or otherwise acquire any property or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.

(c) to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purpose and to execute and do all such instruments and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees.

(d) to improve, manage, develop, exchange, lease, mortgage, dispose or turn to account, or otherwise deal with absolutely or conditionally all or any part of the property, privilege or rights of the Company upon such terms, conditions, and for such consideration as they think fit.

(e) to appoint any persons to be the attorney or agents of the Company for such purpose and with powers, authorities and discretion not exceeding if those vested in or exercisable by the Directors and for such period and subject to such terms and conditions as may be thought fit.

(f) to enter into, carry out, rescind or vary all financial arrangement with any banks, persons or corporation for or in connection with the Company's business or affairs and pursuant to or in connection with such arrangements to deposit, pledge or hypothecate any property of the Company or the documents representing or relating to the same.

(g) to make and give receipts, permission, release and other discharge for money payable to the Company and for the claims and demands of the Company.

(h) to compound and allow time for the payment or satisfaction of any of debts due by the Company and to refer claims and demands of the Company.
(l) for and on behalf of the Company to draw, accept, endorse and all negotiable all such
cheques, bills of exchange, promissory notes, hundies, drafts Governments bonds, other
securities as shall be necessary in or for carrying on the affairs of the Company.
(j) to institute, conduct, prosecute, defend, compromise, withdraw or abandon any legal
proceedings by or against the Company or its officers or otherwise concerning the affairs
of the Company.
(k) to invest and deal with any of the moneys of the Company upon such securities (not being
shares in this Company) or Investments and in such manner as they may think fit and
from time to time realize such securities and investment.
(l) to enter into all such negotiations and contracts and rescind and vary all such contracts
and execute and do all such acts, deeds and things in the name and on behalf of the
Company as they may consider expedient for or in relation to any matters aforesaid or
otherwise for the purposes of the Company.
m) at their discretion, to pay in cash or in fully or partly paid up shares of the Company for
any property, rights or privileges, acquired by or service rendered to the Company or the
premium payable in respect of any leases taken by the Company.
(n) to accept from any member on such terms and conditions as shares agreed upon
a surrender of his shares or any part thereof.
(o) to sell, lease or otherwise dispose of whole or substantially the whole of the undertaking
of the Company.
p) to give to any person employed by the Company a commission on profits or turnover of
any particular business or a transaction or share in the general profits of the Company
and such commission or share of profits shall be treated as part of the working expenses
of the Company.
(q) from time to time vary and repeal bye laws for the regulations of the business of the
Company, its officers, employees, agents and associates.
(r) to form, amend and create for the employees of the Company and other persons having
dealings with it such fund to provide for pensions, gratuities, superannuation fund, provident
fund and the like as they may deem fit.
s) to make and alter rules and regulations concerning the time and manner of payment of
the contribution of the employees and the Company respectively to any such Fund, the
actual employment, suspension and forfeiture of the benefits of the said Fund and the
applications and disposal thereof and to otherwise in relation to the working management
of the said Fund as the Directors shall from time to time think fit.

MANAGING DIRECTORS

Power to appoint Managing Directors
56. The Board may from time to time appoint any one or more Directors to be the Managing
Director/Whole time Director of the Company on such remuneration and terms and conditions
as the Board may think fit, and for a fixed term or without any limitation as to the period for which
he is to hold such office and from time to time [subject to the provisions of any contract between
him and Company] remove or dismiss him from office and appoint another in his place.

To what provisions he shall be subject
57. Managing Director [subject to the provisions of any contract between him and the Company] be
subject to the same provisions as to resignation and removal as the other Directors and shall
ipso facto and immediately cease to be the Managing Director if he cease to hold the office of
Director for any cause.

Remuneration of the Managing Director/s and or Whole time Director/s
58. Managing Director/Whole time Director shall, in addition to the remuneration payable to him as
a Director of the Company as sitting fee, receive such remuneration as may be sanctioned by
the Board from time to time and such remuneration may be fixed by way of salary or commission or participation in profit, or perquisites and benefits or by some or all of these modes.

Management

69. The general meeting of the business of the Company subject to the control and supervision of Directors shall be in the hands of the Managing Director/s. Whole time Director/s of the Company, if any, who shall have power and authority on behalf of the Company to make all the purchases and sales and to enter into all contracts and to do all such acts and things which are usually necessary or desirable in the management of the affairs of the Company or in carrying out its objects and for and on behalf of the Company to draw, accept, endorse and negotiate all the cheques, bills of exchange, promissory notes, drafts, Government and other securities as shall be necessary for or carrying on the affairs of the Company and to Institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the Company is concerned and to employ in or to appoint for the purpose of management of the business of the Company and to remove or suspend such administrators, secretaries, managers, experts, engineers, agents, clerks, brokers and other employees as he or they shall think proper and to advance money for purchase of goods, machinery, stores or any other property, article and things required for the purpose of the Company with or without security.

THE SEAL

60. The Board of Directors shall select a Seal for the Company and provide by resolution for the safe custody and affixing thereof, unless otherwise determined, any of the Directors may use and affix the Seal of the Company on behalf of the Company and the said Director shall sign the same in token thereof.

BORROWING POWERS

61. The Board may from time to time, for the purpose of the Company's business raise or borrow or secure the payment of any sum or sums of money in excess of the aggregate of paid up capital of the Company and its free reserves in addition to temporary loans, if any, obtained from the Company's bankers as they, in their discretion deem fit and proper. Any such money may be raised or the payment or repayment thereof may be secured in such manner and upon such terms and conditions as in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures, stocks of the Company charged upon all or any part of the property of the Company [both present and future] including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company or by other means as the Board deems expedient.

62. The Board may from time to time, before recommending any dividend, set aside, out of profits of the Company, such sum as they think fit, as a reserve-fund for redemption of debentures or to meet contingencies for equilibration of dividends or for special dividends or for rebuilding, repairing, restoring, replacing, improving, maintaining, or altering of any of the property of the Company or for such other purposes as it may in their absolute discretion, think conducive to the interest of the Company or by issue of bonus shares and without being bound to keep the same on deposit with bank and from time to time deal with every such investment and deposit of all or any part thereof for the benefit of the Company any they may divide the reserve fund into special funds as they think fit with full power to employ the assets constituting the reserve funds in the business of the Company and that without being bound to keep the sum separate from other assets save as any contrary direction given by the general meeting, the Board shall have the power to pay interims dividend. The Company may declare dividend in relation to any year by an extra ordinary general meeting where the sums has not been declared in the last annual general meeting.

Powers of the Board to modify final accounts

63. Every balance sheet and profit and loss account of the Company when audited and adopted by
the Company in general meeting shall be conclusive except as regards any matter in respect of which modifications may from time to time be considered proper by the Board of Directors and approved by the Company at its general meeting.

Bonds, Debentures, etc. to be subject to the control of Directors

64. Any Bonds, debenture stock or other securities maybe issued by the Company and the same shall be under the control of the Board, who shall issue them upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company.

INDEMNITY

65. Subject to provisions of Section 201 of the Act, the Directors, Secretary and any other officers for the time being of the Company and any trustees of the time being acting in relating to any of the affairs of the Company and their heirs, executors and administrators respectively shall be indemnified out of the assets of the Company from and against all suits, proceedings, cost, charges, losses, damage, and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duty in their respective office or trust except such, if any they shall incur or sustain, by or through their own willful neglect or default respectively and no such officer or trustees shall be answerable for the acts, receipts, neglects or defaults, of any other officer or trustees or joining in any receipts for the sale of confirming or for the solvency or honesty of any bankers or other persons with whom any money or effects belonging to the Company may lodged or deposited for safe custody or for any insufficiency or deficiency of any securities upon which any money of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of this office or trust unless the same shall happen by the willful, neglect or default of such officer or trustee.

Secrecy Clause

66. [a] Subject to the provisions of Companies Act, 1956 no member shall be entitled to visit or inspect any work of the Company without the permission of the Directors, Managing Directors or Secretary or any discovery of any information or any detail of the Company's business or any other matter, which is or may be in the nature of a trade secret, mystery of secret process or which may relate to the conduct of the business of the company and which in the opinion of the Directors or the Managing Director will be inexpedient in the collective interests of the members of the company to communicate to the public or any member.

[b] Every Director, manager, secretary, auditor, trustee, member of committee, officer, agent, accountant or other person employed in the business of the company will be upon entering his duties pledging himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Audit

67. The auditor/s of the Company shall be appointed, their remuneration shall be fixed, rights, duties and liabilities shall be regulated and their qualifications and disqualifications shall be in accordance with the provisions of section 224 to 233 both inclusive of the Companies Act, 1956.

Winding up

68. In winding up whether voluntarily or otherwise the liquidators may with the sanction of a Special Resolution distribute all or any of the assets of the company in specie or kind among the contributors in accordance with their respective rights.
We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Names, addresses, description, occupation and signature of subscribers</th>
<th>Names, Addresses, Description and Occupation of the Common Witness</th>
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<tbody>
<tr>
<td>3.</td>
<td><strong>Vishnubhal M. Patel</strong>&lt;br&gt;Nominee of&lt;br&gt;Sadbhav Engineering Limited,&lt;br&gt;Son of Mafatlal Patel&lt;br&gt;Shashin-II, Hindu Colony, Opp. Sardar Patel Stadium, Navrangpura, Ahmedabad-380009.</td>
<td><strong>Umang Desai</strong>&lt;br&gt;S/o. Rajendra Desai&lt;br&gt;10, Anuradha Society, Jivraj Park Road, Ahmedabad-51.&lt;br&gt;Occupation: Service (Company Secretary)&lt;br&gt;ACS - 19353</td>
</tr>
<tr>
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</tbody>
</table>
| 4.     | Shashin V. Patel  
Nominee of  
Sadbhav Engineering Limited,  
Son of Vishrubhal M. Patel  
Shashin-II, Hindu Colony,  
Opp. Sardar Patel Stadium,  
Navrangpura, Ahmedabad-380009.  
Occupation : Business  
Sd/- |  
| 5.     | Vasistha C. Patel  
Nominee of  
Sadbhav Engineering Limited,  
Son of Shri Chandubhal P. Patel  
27, Shashwat Bungalows,  
B/h. Rajpal Club,  
Bodakdev, A/bad-56.  
Occupation : Business  
Sd/- | Umang Desai  
S/o. Rajendra Desai  
10, Anuradha Society,  
Jivraj Park Road,  
Ahmedabad-51.  
Occupation : Service  
(Company Secretary)  
ACS - 19353 |
| 6.     | Girishbhal D. Patel  
Nominee of  
Sadbhav Engineering Limited,  
Son of Shri Dahyabhal Patel  
301, Shree Panchvilla Tower,  
Nr. B. D. Rao Hall,  
Mernagar, Ahmedabad-52.  
Occupation : Service  
Sd/- |  
| 7.     | Manojbhal K. Agola  
Nominee of  
Sadbhav Engineering Limited,  
Son of Kantilal Agola  
15, Riddhi Society, Rannapark,  
Ghotodia, Ahmedabad-61.  
Occupation : Service  
Sr. A/c. Manager  
Sd/- |  
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Place : AHMEDABAD  
Dated this 24th day of March, 2012

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