(c) non-payment of amounts due as a result of materials or services furnished to
the Concessionaire or any of its contractors which are payable by the
Concessionaire or any of its contractors.

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

Notice and contest of claims

The event that either Party receives a claim or demand from a third party in respect
which it is entitled to the benefit of an indemnity under this Article 42 (the
Indemnified Party) it shall notify the other Party (the "Indemnifying Party")
in 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay
claim without the prior approval of the Indemnifying Party, which approval shall
be unreasonably withheld or delayed. Upon receipt of such notice the
Indemnifying Party shall decide either to settle or pay the claim or to contest or
dispute the claims and shall notify the Indemnified Party of its decision within 15
(fifteen) days of such other time as may be mutually decided between the Parties in
writing. In the event that the Indemnifying Party wishes to contest or dispute the claim
and demand, it may conduct the proceedings in the name of the Indemnified Party,
subject to the Indemnified Party being secured against any costs involved, to its
reasonable satisfaction.
42.4 Defence of claims

42.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 42, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

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

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

(a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict or interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence or such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

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

-consequential claims

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

Survival on Termination

The provisions of this Article 42 shall survive Termination.
ARTICLE 43

RIGHTS AND TITLE OVER THE SITE

43.1 Licensee rights

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

43.2 Access rights of MSRDC and others

43.2.1 The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of MSRDC, Senior Lenders, and the Independent Consultant, and for the persons and vehicle duly authorized by any Government Instrumentality to inspect the Project and to investigate any matter within their MSRDC, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions. The Concessionaire shall allow access to, and use of the Site for telegraph lines, electric lines or such other public purposes as MSRDC may specify. Where such access or use causes any damage to the Project and consequent financial loss to the Concessionaire, it may seek compensation or damages from such user of the Site as per Applicable Laws.

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

43.3 Property taxes

The Concessionaire shall be liable to pay any property taxes for the Site including for the Commercial plot.

43.4 Restriction on sub-letting

The Concessionaire shall not part with, sublet or create any Encumbrance on the whole or any part of the Site save and except as may be expressly set forth and permitted under this Agreement provided however that nothing contained herein shall be construed or interpreted as restriction on the right of the Concessionaire to appoint any Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project including Project Facilities.
For the purposes of claiming tax depreciation, the property representing the capital investment made by the Concessionaire shall be deemed to be acquired and owned by the Concessionaire.
ARTICLE 44

DISPUTE RESOLUTION

44.1 Dispute resolution

44.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 44.2.

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

44.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Consultant to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Consultant or without the intervention of the Independent Consultant, either Party may require such Dispute to be referred to the V.C. & M.D. of MSRDC and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. The decision of the VG & MD shall be final and binding on both the parties.

[Signature]
ARTICLE 45

DISCLOSURE

Dispute of Specified Documents

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

Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.
ARTICLE 46

REDRESSAL OF PUBLIC GRIEVANCES*

46.1 Complaints Register

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

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

46.2 Redressal of complaints

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

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

* Provisions under this Article shall not be applicable to the users of the Commercial space/allotted/sold on outright sale on leasehold in Commercial Plot.

Construction of Bridges in Baramati City On Build, Operate & Transfer (BOT) Basis including maintenance of roads constructed under IRDP/BRP and ASIDE Scheme.

Maharashtra State Road Development Corporation
ARTICLE 47

MISCELLANEOUS

Governing law and jurisdiction

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

Waiver of immunity

Each Party unconditionally and irrevocably:

a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith)

Depreciation

For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project (except in commercial plot) shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, MSRDC shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.
47.4 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay in the manner stipulated or in the event where no such rate is stipulated, at a rate equal to 2% (two per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof. Alternatively, MSRDC may decide to reduce the scope of work proportionately, if MSRDC isdefaulting party. If Concessionaire fails /defaults beyond 15 days, he will attract one (1) penalty point. Every such penalty point will lead to the reduction in the Concession Period by one day.

47.5 Waiver

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

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

There will not be any liability on MSRDC except on record.

47.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by MSRDC or the Independent Consultant of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction,