ARTICLE 20

TRAFFIC REGULATION

20.1 Traffic regulation by the Concessionaire

The Concessionaire shall regulate traffic on the Project in accordance with the Applicable Laws, and subject to the supervision and control of the State authorities or a substitute thereof empowered in this behalf under the Applicable Laws.
ARTICLE 21

EMERGENCY MEDICAL AID

21.1 Medical Aid

For providing emergency medical aid during the Operation Period, as set forth in this Agreement, the Concessionaire shall keep first Aid Medical Facility available with contacts round-the-clock with Civil Hospital for victims of accidents on the Project.
ARTICLE 22

TRAFFIC CENSUS AND SAMPLING

1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerised traffic counters at each of the Toll Plazas and collect data relating to the numbers and types of vehicles using the Project. A weekly statement of such data shall be compiled and furnished forthwith by the Concessionaire to MSRDC substantially in the form specified in Schedule-N.

2 Traffic survey

MSRDC may require the Concessionaire to conduct, during each year of the Concession Period, a detailed traffic survey at such frequency and on such days as MSRDC may specify, provided that the cumulative period of such survey shall not exceed 14 (fourteen) days in a year. The Concessionaire shall, at its own cost, carry out or cause to be carried out, the survey in the form and manner reasonably specified by MSRDC and furnish a detailed report thereof within 15 (fifteen) days of the completion of each survey. For the avoidance of doubt, MSRDC may also conduct traffic surveys, in such manner as it deems fit, through any agency designated by it for this purpose. The cost of such traffic surveys shall be borne by the Concessionaire.

3 Traffic sampling

3.1 For determining the actual traffic on the Project, MSRDC shall be entitled to inspect the relevant records of the Concessionaire, and may at its own cost, undertake traffic sampling substantially in the manner set forth in Schedule-O at but in no case less than a continuous period of 7 (seven) days. The Concessionaire shall provide such assistance as MSRDC may reasonably require for such Traffic Sampling.
ARTICLE 23

INDEPENDENT CONSULTANT

23.1 Appointment of Independent Consultant

The Independent Consultant shall be appointed by MSRDC (Ltd.) through public tender to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the Schedule 'P' & Schedule 'Q' of this Agreement (the "Independent Consultant"). The appointment shall be made no later than 30 (Thirty) days from the date of this Agreement and initially shall be for a period of 2 (two) years. On expiry of the aforesaid period, MSRDC may in its discretion renew the appointment, or appoint another firm through public tender to be the Independent Consultant for a term of 2 (two) years, and such procedure shall be repeated after expiry of each appointment.

23.2 Duties and functions

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

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

23.3 Remuneration

The remuneration, cost and expenses of the Independent Consultant shall be paid by MSRDC. Entire such remuneration, cost and expenses shall be borne by the Concessionaire and shall be paid as yearly upfront to MSRDC in advance, as referred under clause 9.1.4 (l) of the CA.

23.4 Termination of appointment

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

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

23.5 Authorised signatories

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

23.6 Dispute resolution

If either Party disputes any advice, instruction, decision, direction of the Independent Consultant in amicable settlement by him the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
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If either Party disputes any advice, instruction, decision, direction of the Independent Consultant in amicable settlement by him the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
ARTICLE 25

GRANT

DELETED
ARTICLE 26

CONCESSION FEE

26.1 Concession Fee

26.1.1 In consideration of the grant of Concession, the Concessionaire shall pay to the MSRDC the following sums by way of concession fee (the "Concession Fee")

(a) the Concession Fee from the 1st (first) anniversary of Appointed Date till expiry of the Concession Period shall be Rs.100 per annum.
ARTICLE 27

TOLL

27.1 Collection and appropriation of Toll

27.1.1 On and from the COD till the Transfer Date, the Concessionaire, subject to provisions of this agreement, shall be entitled to levy, demand and collect TOLL and appropriate the same from the Users of the Project in accordance with the Toll Notification set forth in Schedule-R; in respect of all or any category of Users or vehicles.

As stated in Schedule “A” of Volume II-A, the phase I of Baramati IRDP has successfully completed and became functionally operative in the month of December 2005. The toll collection commenced from 9/12/2005 at all the five toll plazas in accordance with Government Resolution no. 2002/13/(2)/Road 8, dated 26th August 2003.

The works under phase II are under execution and are expected to complete by December 2009 and the works under Phase III shall be taken up by entrepreneur as per the contract scope.

It may clearly be understood that there shall be no revision in toll rate and/or creation of any additional toll points, on creation of these additional project facilities (works under Phase II and III) other than toll revision as allowed and specified under Schedule R. Notwithstanding above, any increase in toll income due to increase of toll rates over and above stipulated rates given in Schedule-R due to change in toll structure rates shall be passed on by the Concessionaire to MSRDC (Ltd) in weekly installments, from the date of implementation of such change.

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

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

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27.2 Revision of Toll

27.2.1 The Parties hereto acknowledge and agree that the Toll Notification, inter alia, provides for revision in the Toll as per the provision made in Government Notification attached under Schedule R.

27.2.2 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of Toll or other relief from MSRDC or any Government instrumentally, except in accordance with the express provision of this agreement.

27.2.3 In the event of extension in Concession Period in accordance with provisions of this Agreement, the MSRDC (Ltd.) shall provide revised Toll Notification(s) taking into account increase in Toll rates.

27.3 Discounted Toll for frequent Users

The Concessionaire shall, upon request from any person, allow discounts in accordance with the provisions of the Toll Notification.

27.4 Tolling Contractor

The Concessionaire may appoint a Tolling Contractor or any other person to collect the Toll for and on behalf of the Concessionaire, provided that notwithstanding such appointment, the Concessionaire shall be and remain solely liable and responsible for the collection of Toll in accordance with this Agreement and its deposit into the Escrow Account for compliance with the provisions of this Agreement.

27.5 Toll Collection Points

Toll shall ordinarily be collected at the Toll Plaza[s] situated on the Project from vehicles crossing the Toll Plaza[s] and using the whole or part of the Project; provided that for preventing evasion of Toll by any vehicle circumventing the Toll Plaza[s], and using the whole or part of the Project [located between such Toll Plaza(s), the Concessionaire shall be entitled to set up at its own risk and cost with prior approval of MSRDC and in consultation with the Independent Consultant, its temporary or permanent Toll collection booths, or impose such other restrictions on entry to the Project, as may reasonably be necessary for preventing such evasion.

For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Toll from Users who use any part of the Project which is situated between the two Toll Plazas or use only part of the project situated on any one side of Toll Plaza. It is further acknowledged and agreed that the provisions of this Clause 27.5 shall be so enforced as to minimize inconvenience to Users who are not liable to payment of Toll.