

.....

FRAMEWORK AGREEMENT

DATED 03, APRIL 1997

BETWEEN

GOVERNMENT OF KARNATAKA

AND

NANDI INFRASTRUCTURE CORRIDOR ENTERPRISES LIMITED

.....

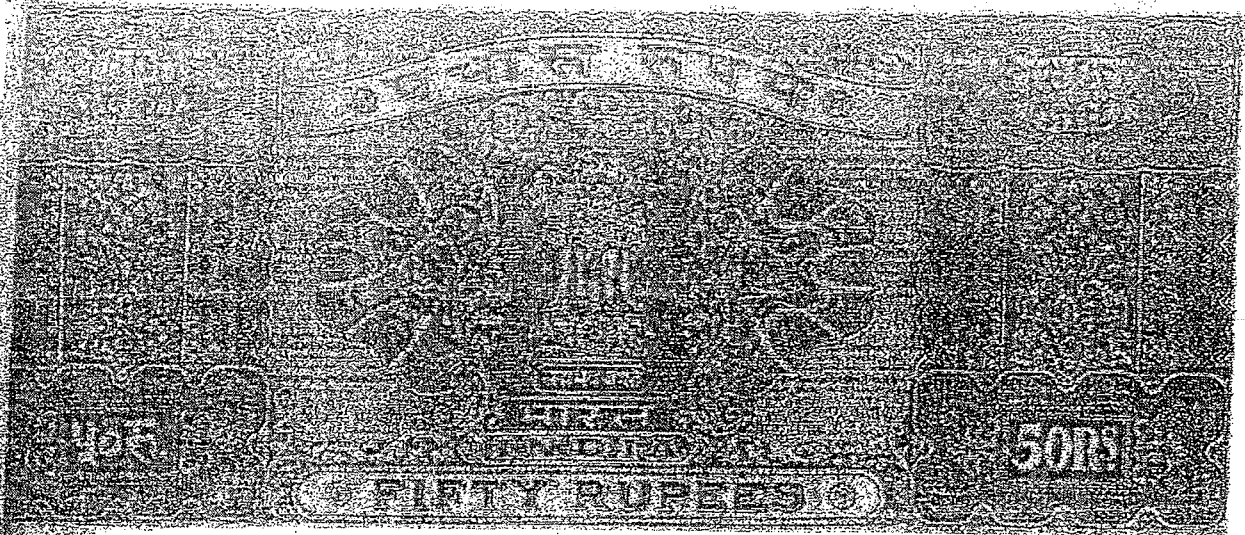
TABLE OF CONTENTS

ARTICLE 1	INTERPRETATION; CERTAIN DEFINITIONS	3
1.1	Interpretation.....	3
1.2	Definitions.....	4
ARTICLE 2	CONDITIONS PRECEDENT.....	17
2.1	Conditions Precedent.....	17
2.1.1	Conditions Precedent to Land Acquisition, Phase I Road and Phase II Road.....	17
2.2	Conditions Precedent to GOK's Obligations.....	19
ARTICLE 3	OBLIGATIONS OF GOK.....	19
3.1	Approvals.....	19
3.2	Land.....	20
3.3	Toll Road.....	21
3.4	Power.....	22
3.5	Townships.....	23
3.6	Telecommunication.....	23
3.7	Water Supply and Water Treatment.....	24
3.8	Other Covenants of GOK.....	25
ARTICLE 4	EMPOWERED COMMITTEE.....	26
4.1	Empowered Committee.....	26
4.1.1	Composition and Actions of Empowered Committee.....	26
4.1.2	Committee Determinations Do Not Modify Rights or Obligations.....	26
4.1.3	Committee Pronouncements and Decisions.....	27
4.1.4	Committee Rights of Observation.....	27
ARTICLE 5	ACQUISITION OF LAND.....	28
ARTICLE 6	OPERATION OF THE TOLL ROAD.....	29
6.1	Operation.....	29
6.2	Toll Authority.....	30
6.3	Design Responsibilities.....	31
6.4	Intellectual Property.....	31
6.5	Construction Responsibilities.....	31
6.6	Completion.....	32
6.7	Warranties.....	36
6.8	Transfer to GOK.....	36
6.9	Expansion.....	38
6.10	First Phase.....	38
6.11	Execution of Documentation.....	38
ARTICLE 7	TOWNSHIPS.....	38
7.1	Development.....	38
7.2	Operation and Maintenance.....	38
7.2.1	Deliveries Upon Transfer.....	39
7.2.2	Maintenance.....	39

7.3	Construction Responsibilities	39
7.4	Completion of the Townships	39
7.5	Warranties	40
7.6	Execution of Documentation	41
ARTICLE 8.	POWER PLANTS	41
8.1	Power Plant	41
8.2	Excess Power	42
8.3	Execution of Documentation	42
ARTICLE 9.	TELECOMMUNICATIONS	42
9.1	General	42
9.2	Rates and Regulation	42
9.3	Design and Construction	42
9.4	Execution of Document	43
ARTICLE 10	WATER SUPPLY AND WATER TREATMENT	43
10.1	General	43
10.2	Waste Water Treatment Facility	43
10.3	Water Supply Facilities	44
10.4	Execution of Documentation	44
ARTICLE 11	CONSORTIUM	44
11.1	Consortium Members Interest in the Company	44
ARTICLE 12	TAXES	44
12.1	Reduction and Elimination of State and Local Taxes	44
12.2	Period of Concession	45
12.3	Assessment by KIADB and Other Agencies	45
12.4	Treatment as Infrastructure Project	45
ARTICLE 13.	REPRESENTATIONS AND WARRANTIES	46
13.1	The Company	46
13.2	CDK	46
ARTICLE 14.	LIABILITY AND INDEMNIFICATION	47
14.1	Liability with Respect to Third Parties	47
14.1.1	Indemnification	47
14.1.2	Notification and Settlement of Claims	48
ARTICLE 15	FORCE MAJEURE	48
15.1	General	48
15.2	Consequences of Force Majeure	48
15.3	Consequences of Governmental Force Majeure Prior to Initial Financial Closing	48
15.4	Consequences of Governmental Force Majeure After Initial Financial Closing	49
15.5	Notification Obligations	49
15.6	Duty to Mitigate	50

ARTICLE 16. DEFAULTS AND TERMINATION.....	50
16.1 Delay for Breach.....	50
16.2 Company Events of Default.....	50
16.3 GOK Events of Default.....	51
16.4 Cure.....	52
16.5 Rights and Remedies Upon an Event of Default or Upon Failure to Satisfy Conditions Precedent.....	53
16.6 Option to Purchase.....	54
16.7 Option to Sell.....	55
16.8 Termination Purchase Price.....	56
16.8.1 Procedure for Determination of the Termination Purchase Price.....	56
16.8.2 Calculation of the Termination Purchase Price.....	57
16.9 Certain Obligations of the Company on Sale.....	61
16.10 Maintenance of the Infrastructure Corridor Project.....	61
16.11 Delay in Payment.....	61
16.12 Termination Upon Expiry of Term, Certain Events of Force Majeure...	61
16.12.1 Termination On Expiration of Term.....	62
16.13 Termination.....	62
ARTICLE 17. Carrying Cost.....	62
ARTICLE 18 RESOLUTION OF DISPUTES.....	64
18.1 Mutual Discussions.....	64
18.2 Referral to the Expert.....	64
18.3 Arbitration.....	64
18.3.1 Arbitral Disputes.....	64
18.3.2 Arbitration Proceedings.....	65
18.3.2.1 Rules of Arbitration.....	65
18.3.2.2 Place of Arbitration.....	65
18.3.2.3 Arbitration Panel; Award.....	65
18.4 No Claim of Sovereign Immunity.....	66
18.5 Continued Performance.....	66
ARTICLE 19 NOTICES....	66
19.1 Generally....	66
ARTICLE 20. ASSIGNMENT.....	67
20.1 Binding Agreement.....	67
20.2 Permitted Assignment.....	67
20.3 Lender Documents	68
ARTICLE 21 SECURITY INTEREST....	68
21.1 Creation of Security.....	68
21.2 Substitution by Lenders.....	68

ARTICLE 22. <i>GENERAL CLAUSES</i>	69
22.1 <i>Disclosure of Information and Right of Inspection</i>	69
22.2 <i>Amendments and Supplements</i>	69
22.3 <i>Entire Agreement</i>	69
22.4 <i>Waivers</i>	69
22.5 <i>Confidentiality</i>	69
22.6 <i>No Third Party Beneficiaries</i>	70
22.7 <i>Severability</i>	70
22.8 <i>Governing Law</i>	70
22.9 <i>Relationship of the Parties</i>	70
22.10 <i>Governing Language</i>	70
22.11 <i>Exclusion of Implied Warranties, etc</i>	70
22.12 <i>Counterparts</i>	70
22.13 <i>Further Assurances</i>	71
22.14 <i>Survival</i>	71
22.15 <i>Best Efforts</i>	71
22.16 <i>Capitalization of the Company</i>	72
 SCHEDULE 1	
Land	74
 SCHEDULE 2	
Approvals	75
 SCHEDULE 3	
Acts and Enactments	77
 SCHEDULE 4	
Bangalore-Mysore Infrastructure Corridor Possible Business and Services	78
 SCHEDULE 5	
Transferred Township Assets	80
 SCHEDULE 6	
Empowered Committee Members	81



THIS AGREEMENT is made at Bangalore, State of Karnataka, India, dated 3rd April 1997 (collectively with all Schedules and Appendices which are attached hereto and incorporated herein, this "Agreement") by and between:

THE GOVERNMENT OF KARNATAKA, represented by the Secretary to the Government, Public Works Department, Government of Karnataka, an officer authorized under Article 299(1) of the Constitution of India (together with its Governmental Instrumentations, "GOK", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns).

and

NANDI INFRASTRUCTURE CORRIDOR ENTERPRISES LIMITED, a company incorporated under the Laws of India with its registered office located at No. 1, Midford House, Midford Gardens, off: M.G. Road, Bangalore 560 001, India (the "Company"; which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns)

WITNESSETH

WHEREAS, Bangalore and Mysore are the fastest developing cities in the State of Karnataka and are leading centres for industry, trade and commerce, simultaneously attracting tourists from all over the world;

WHEREAS, the traffic intensity between Bangalore and Mysore has been very high and will continue to increase with further growth of industry, trade, commerce and tourism in such cities and in the State of Karnataka;

[Handwritten signature]

[Handwritten signature]

258

36 31

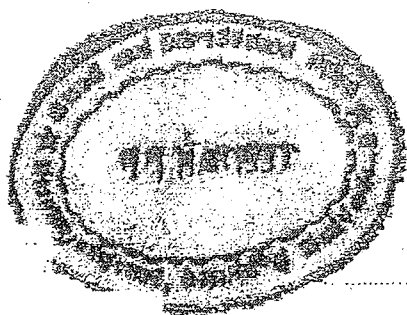
10

7

10

2

10



WHEREAS, in order to ensure smooth and accident-free traffic between Bangalore and Mysore, an expressway between the two cities is proposed;

WHEREAS, in light of the ever increasing urbanisation problems and in an effort to achieve the orderly development of Bangalore as a major industrial, commercial and residential city, GOK has proposed to promote an integrated infrastructure corridor situated between Bangalore and Mysore, Karnataka, consisting of residential, industrial and commercial facilities such as, among other things, self-sustaining townships, expressways, utilities and amenities, including power plants, industrial plants, water treatment plants and other infrastructural developments, as more specifically described in the Infrastructure Corridor Project Technical Report, dated August 1995, as amended (collectively, the "Infrastructure Corridor");

WHEREAS, GOK has been consistently attempting to attract on agreeable terms a consortium to industrially and commercially develop the Infrastructure Corridor in accordance with the vision of GOK;

WHEREAS, the Kalyani Group, SAB Engineering and Construction Inc., and Vanasse Hangen Brustlin Inc. (collectively, the "Consortium") and GOK entered into a Memorandum of Understanding dated 20 February, 1995 relating to the further consideration of the industrial and commercial development of the Infrastructure Corridor by the Consortium (the "Memorandum of Understanding");

WHEREAS, GOK, upon review, assessment and consideration of the Infrastructure Corridor Project Technical Report dated August 1995 prepared by the Consortium, as amended by the Governmental Order (defined below) and the Annexure thereto (the "Infrastructure Corridor Project Technical Report") is satisfied that the interests of the State of Karnataka would be best served if the Infrastructure Corridor is industrially and commercially developed as contemplated by the Infrastructure Corridor Project Technical Report inasmuch as such development would promote industrial, commercial and economic growth in the State of Karnataka generally and in Bangalore and Mysore and the Infrastructure Corridor specifically, create new job opportunities for the residents in and around the Infrastructure Corridor, promote tourism, decongest traffic in Bangalore and Mysore, ensure smooth and safer traffic between Bangalore and Mysore and provide a world-class expressway between the two cities;

WHEREAS, GOK issued Order No. PWD 32 CSR 95 dated 20 November 1995 (the "Government Order") authorizing the development of the Infrastructure Corridor by the Consortium as contemplated by the Infrastructure Corridor Project Technical Report;

WHEREAS, GOK has consented to and acknowledged the exercise by the Company of the Consortium's rights under the Memorandum of Government Order ~~dated 20 November 1995~~ among

S.K

B 22

WHEREAS, the Company has agreed to industrially and commercially develop the Infrastructure Corridor and finance, own and/or operate such developments in the manner contemplated by this Agreement;

WHEREAS, under the above recited premises, GOK has undertaken to extend to and provide the Company with the necessary governmental actions, cooperation and assistance and grant the Company rights required for the industrial and commercial development of the Infrastructure Corridor, including the services and businesses contemplated in Schedule 4, which GOK believes is in the best interests of the State of Karnataka and its citizens because, among other things, it will (i) promote industrial, commercial and economic growth in the Infrastructure Corridor, the cities of Bangalore and Mysore and the State of Karnataka generally, (ii) create new jobs; (iii) provide the State of Karnataka a much needed world-class expressway between Bangalore and Mysore, (iv) create a counter-magnet to Bangalore city and (v) help in promotion and development of world-class tourism; and

WHEREAS, the Company will assign its rights under this Agreement to the various Project Companies, each of which will develop, construct and finance part of the Infrastructure Corridor Project in a manner to be determined by the Company in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual premises, covenants and promises herein contained, the Company and GOK do hereby agree as follows:

ARTICLE 1 INTERPRETATION; CERTAIN DEFINITIONS

Interpretation In this Agreement

- (a) the paragraph headings and numbering are for convenience only and shall be ignored in the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) reference to any agreement, enactment, ordinance or regulation includes any amendment, modification or replacement thereof or supplement thereto, in whole or in part;
- (d) references to Articles, Paragraphs, subparagraphs, Schedules and Appendices, are, unless the context otherwise requires, references to Articles, Paragraphs, subparagraphs, Schedules and Appendices, respectively, of this Agreement; and
- (e) the words include, including and among other things shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

S.F

S.F

1.2 Definitions.

In this Agreement, the following capitalized terms have the meanings specified or referred to in this Paragraph 1.2:

"Acquired Land" means any portion of the Land acquired by GOK by any process pursuant to the Laws of India, which Land was not owned by any Indian Governmental Instrumentality prior to such process, and made available, directly or indirectly, through sale, transfer, lease, license or other arrangements to the Company for use in connection with the Infrastructure Corridor Project.

"Acquired Land Compensation" has the meaning set forth in Paragraph 5 (a).

"Affiliate" means, in relation to any Party, any Person in which that Party holds, directly or indirectly, a controlling interest and includes a subsidiary as defined under Section 4 of the Companies Act, 1956 of India, as amended, supplemented, replaced or substituted from time to time.

"Appraiser" means an independent firm of chartered accountants having branches in New York, London and Bombay or any other firm that is competent and experienced in the valuation techniques described herein, the selection of which firm is described in Paragraph 16.8.1.1.

"Approval" means any approval, consent, permit, license, authorization, clearance, concession, right, franchise, certificate, exemption, filing or registration or other requirement that is required from or with GOI or GOK or any Governmental Instrumentality of either thereof under the Laws of India for the Company, any Project Company or any Contractor with respect to the Infrastructure Corridor Project.

"Approved Cost Reimbursement Invoice" means an invoice prepared by one Party (the "sending Party") and submitted to the other (the "receiving Party") indicating the details of the costs agreed to be reimbursed by the receiving party under this Agreement (which shall be based on the data and documents maintained by the sending Party, which data and documents shall be made available for inspection by the receiving Party upon the reasonable prior notice of the receiving Party). Approved Cost Reimbursement Invoices shall be delivered to the receiving Party at a designated office and shall be promptly acknowledged in writing.

"Bangalore Feeder" means the portion of the Toll Road to be built by the Company which will connect with certain roads in Bangalore to feed traffic to the Phase I Road, including the Outer Peripheral Road and the Link Road, each as more specifically described in the Infrastructure Corridor Project Technical Report.

S.K

"Bank" means, in relation to the Company, a bank to be designated by the Company and, in relation to GOK, a branch of the State Bank of India or such other Indian bank as the Company and GOK may mutually agree.

"Banking" shall mean the ability of the Company, any Project Company or any Power Plant to deliver electricity from the Power Plant to KEB utilization by the Company or any Project Company at any time thereafter.

"Business Day" means any Day on which banking institutions in Bangalore, Karnataka, India and Bombay, India are permitted to be open.

"CEA" or "Central Electricity Authority" means the authority constituted under Section 3 of the Electricity (Supply) Act, 1948 of India having the functions and duties stated in sub-section 1 thereunder, and includes any successor authority or agency charged with the responsibilities stipulated thereunder.

"CEA Guidelines" means the guidelines of the CEA concerning the generation, transmission and distribution of electricity by independent power producers and captive power plants, as amended and supplemented from time to time.

"Change-in-Law" means any of the following events occurring after the date of this Agreement and leading to any action or inaction by any Governmental Instrumentality and which materially and adversely affect the implementation of the project.

- (i) repeal, amendment or modification, in each case, in whole or in part, of any existing Law of India;
- (ii) enactment or making of a new Approval or Law of India;
- (iii) modification or amendment of any existing Approval after such Approval is granted;
- (iv) cancellation or non-renewal of, or a materially adverse change in the conditions applicable to, any Approval granted to the Company in relation to the Infrastructure Corridor Project (other than due to a breach by the Company of such conditions);
- (v) commencement of any Law of India that has not become effective as of the date of this Agreement;
- (vi) imposition of a requirement for any Approval not required as of the date of this Agreement;

SX

22

(vii) change in the manner in which an Approval or Law of India is applied or in the application or interpretation thereof by any Governmental Instrumentality having authority for the interpretation, application or enforcement of such Approval or Law of India;

(viii) Any Discriminatory Act.

"Company Event of Default" means an event described in Paragraph 16.2 for which GOK may issue a Notice of Default.

"Company Rules and Regulations" means any or all rules, regulations, procedural instructions, and directions of the Company in force from time to time, including rules and regulations concerning the safety and security of the Infrastructure Corridor Project or any Component.

"Completion Date" means, with regard to the Phase I Road, Phase II Road, the Toll Road and the Townships, the respective dates set forth in the Phase I Road Completion Notice, Phase II Road Completion Notice, the Toll Road Completion Notice and the Townships Completion Notice regarding completion of the Phase I Road, Phase II Road, the Toll Road and the Townships.

"Component" means any part of the Infrastructure Corridor Project that constitutes, in and of itself, a business as a going concern, including the Toll Road, a Power Plant, the Water Supply Facilities, the Water Treatment Facility and the Telecommunication Facilities and any part of any thereof and any business related to the provision of services and utilities to the Infrastructure Corridor Project or any part thereof.

"Concession Period" has the meaning set forth in Paragraph 3.3.1.

"Confidential Information" means any data, information, or document (whether technical or commercial) relating to the design, financing, construction, ownership, operation and maintenance of the Infrastructure Corridor Project or the Land, and any other information relating to the Infrastructure Corridor Project or the Land recorded on paper, tape, disc, or any mechanical or electronic device or any other oral or written communication declared or labelled as confidential by any Party, but excluding any information (i) which is or becomes available to the public other than by breach of this Agreement; (ii) which is in or comes into the possession of the receiving Party prior to the date hereof and which was or is not obtained under any obligation of confidentiality; or (iii) which is required by law or appropriate regulatory authorities to be disclosed, *provided* that the Party supplying the information is notified of any such requirement at least five (5) Business Days prior to

S.K.

P. 2

such disclosure and the disclosure is limited strictly to that required for such legal or regulatory purpose. The Parties agree that this Agreement and the Schedules and Appendices of this Agreement or portions thereof, as the case may be, as of the date of execution hereof, shall not be deemed to be Confidential Information but only to the extent the disclosure of the aforesaid documents or portions thereof are required by any Laws of India.

"Consortium" has the meaning set forth in the sixth Whereas clause of the preamble to this Agreement.

"Contractor" means any Person who has been contracted by the Company or any of the Project Companies in connection with any Component (or any portion thereof).

"Cure" means corrective action initiated by a defaulting Party upon receipt of a Notice of Default from the other Party and completed within the relevant period stipulated in Paragraph 16.4, so as to restore the rights and interests of such other Party to the position that prevailed immediately before the occurrence of the event referenced in the Notice of Default.

"Current Rupee Exchange Rate" means, in respect of any currency on any Day, the exchange rate quoted by the State Bank of India as the selling rate for the sale of Rupees for such currency prevailing on the Day on which conversion is required for the purposes of computation under this Agreement as published in the Mumbai edition of *Economic Times* newspaper, provided that in the event the *Economic Times* does not publish such rate on the conversion date, the Parties may mutually accept such rate as published in another newspaper or authoritative journal.

"Carrying Costs" has the meaning set forth in Paragraph 17

"Day" means the twenty-four (24) hour period commencing from 00:00:00 hours and ending with 24:00:00 hours on any Day.

"Designer" means the designer selected by the Company as the "Designer" in connection with the development, design and construction of any component of the Infrastructure Corridor Project, or any successor thereto or replacement thereof as may from time to time be appointed by the Company.

"Discriminatory Act" means any act or omission to act occurring after the date of this Agreement by the GOI and/or GOK, or any Governmental Instrumentality thereof, not due to the material breach by the Company or any Project Company or Contractor of this Agreement or any Law which is of a discriminatory nature against the Infrastructure Corridor Project or any Component or causes the Company or any Project Company or Contractor to incur materially higher insurance costs than businesses generally in India, taking into account the physical risks insured and other relevant factors.

S.K.

"Dispute" means any disagreement, dispute, controversy or claim arising under or relating to this Agreement or the breach, interpretation, termination or validity thereof.

"DOT" means the Department of Telecommunication, a Governmental Instrumentality of GOI.

"Empowered Committee" has the meaning set forth in Paragraph 4.1.1

"Encumbrance" means any mortgage, pledge, hypothecation, lien (statutory or otherwise), encumbrance, encroachment, preference, priority or other security arrangement of any kind or nature whatsoever.

"Equity" means the aggregate of all subscribed and paid-up equity capital (including preference shares and any premium paid on shares) and reserves invested in the Company, any Project Company or the Infrastructure Corridor Project.

"Event of Default" means either a Company Event of Default or a GOK Event of Default.

"Excess Power" means the power generated by the Power Plants which is not required in connection with the construction and operation of the various Components of the Infrastructure Corridor Project.

"Execution of the Works" means the design, construction, completion, commissioning, training and familiarization of operational staff of the relevant Component of the Infrastructure Corridor Project or any part thereof, including compliance with all quality assurance and programming requirements and the provision of all labor, goods and materials, construction equipment, temporary works, transport, storage and disposal facilities and everything whether of a permanent or a temporary nature required therefor so far as the necessity for providing the same is identified in this Agreement or could reasonably be inferred therefrom (and the terms "Execute" and "Executed" shall be construed accordingly).

"Expert" means an independent consulting engineering firm, company or association of persons, with specialized skills in the interpretation of contracts relating to projects similar to those contemplated by this Agreement (including this Agreement) and developments contemplated by this Agreement and financial and economic analysis, selected by the Company and reasonably acceptable to GOK.

SK

62

"Financing Documents" means the documents pursuant to which financing is made available to the Company or any Project Company (including by way of any loan, debenture, bond, letter of credit or other form of indebtedness or extension of credit, whether provided by financial institutions, venture capitalists, privately or through the capital markets) in connection with the Infrastructure Corridor Project and all other financing, guarantee, credit support, comfort and security documents ancillary thereto or to be executed in connection therewith (including any supplementary information memorandum), and any documents evidencing the terms of any refinancing of any indebtedness of the Company or Project Company, in each case as the same may be amended or supplemented from time to time as permitted hereby.

"Force Majeure" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party which event or circumstance (a) cannot by exercise of reasonable diligence be prevented or caused to be prevented, (b) cannot despite the adoption of reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstance is available) be prevented and (c) which materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Agreement including:

- (i) Acts of God and nature including
 - (A) typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and
 - (B) plague or epidemic or quarantine conditions arising therefrom;
- (ii) explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, structural collapse, failure of or defects in major forging or castings or other items of major equipment which require protracted time to obtain, replace or repair, or chemical contamination (other than resulting from an act of war);
- (iii) air crash, shipwreck, train wrecks or failures or delays of transportation;
- (iv) strikes, lock-outs, work-to-rule actions, go-slows or similar labor difficulties other than those referred to in item viii of the definition of Governmental Force Majeure that in any way have an effect on the Infrastructure Corridor Project;
- (v) any unavailability at the Land or otherwise where and when required of equipment, facilities, materials or utilities as a consequence of another event of Force Majeure;

SK

- (vi) geological, subsurface or ground conditions as a result of which development, design, engineering, construction, implementation, commissioning or testing of the Toll Road is delayed or no longer financially or technically viable;
- (vii) Governmental Force Majeure;
- (viii) Foreign Political Events
- (ix) agitation, disruptions, challenges and placement of legal and judicial impediments by third parties notwithstanding the granting of any Approval by GOK or GOI or any Government Instrumentality of either thereof which delays or materially adversely affects the implementation of the Infrastructure Corridor Project; or

"Foreign Political Events" means Force Majeure occurring outside India and not directly involving India, including:

- (i) ~~act of war (whether declared or undeclared), invasion, armed conflict,~~ hostile act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism;
- (ii) radioactive contamination or ionizing radiation originating from a source outside India and not being a Governmental Force Majeure; or
- (iii) nationwide strikes lock-outs, work-to-rule actions, go-slows or similar labor difficulties.

"GOI" means the Government of India including any Governmental Instrumentality thereof having duly constituted authority to grant Approvals under any applicable statutes, rules and regulations in force from time to time.

"GOK Event of Default" means an event described in Paragraph 16.3 for which the Company may issue a Notice of Default.

"GOK Governmental Instrumentality Delaying Event" has the meaning set forth in Paragraph 22.15.

GOK Grid System" means the interconnection and transmission facilities and any other transmission or distribution facilities through which GOK through KTE delivers electrical energy to users.

SK

"Governmental Force Majeure" means Force Majeure occurring inside India or directly involving India, including:

- (i) act of war (whether declared or undeclared), invasion, armed conflict, hostile act of foreign enemy, revolution, riot, insurrection, civil commotion or act of terrorism;
- (ii) radioactive contamination or ionizing radiation originating from a source in India or resulting from another Governmental Force Majeure;
- (iii) enactment, amendment, suspension or repeal of any Laws of India after the date hereof materially and adversely affecting the performance by the Company or any Project Company of its duties or obligations, under this Agreement or any other Project Contract or Financing Document;
- (iv) Changes-in-Law;
- (v) the imposition of any onerous restriction or regulation by GOI, GOK or any other state government of India, or any Governmental Instrumentality of any thereof, not arising out of contractual relations *inter se*, that materially adversely affect the development of Infrastructure Corridor Project or delays in any way such development;
- (vi) the expropriation or compulsory acquisition by GOI or GOK or any Governmental Instrumentality of either thereof, of:
 - (A) any shares in the Company or shares of any Project Company or Contractor; or
 - (B) any assets or rights of the Company or any Project Company or Contractor;
- (vii) unless and until the Company terminates this Agreement pursuant to Paragraph 16.5:
 - (A) any Approval having been granted ceases to remain in full force and effect (unless revoked due to the failure of the Company or any Project Company or their respective Contractors to comply with the terms thereof for reasons within the control of the Company), or any Approval having been granted for a limited period is not renewed upon proper application having been duly made (unless previously revoked due to the failure of the Company or any Project Company or their respective Contractors to comply therewith for reasons within the control of the

Company or any Project Company or their respective Contractors) or is renewed upon terms and conditions which are less favorable to the Company or any Project Company or their respective Contractors than those relating to the original Approval; or

- (B) any attachment to any Approval of any term or condition which materially and adversely affects the enjoyment by the Company or any Project Company or any Contractor of any of its rights or the performance by the Company or any Project Company or any Contractor of any of its duties or obligations under this Agreement or any Project Contract or any Financing Document to which it is a party;
- (viii) strikes, work-to-rule actions or similar labor difficulties all of which are not motivated by a desire to improve working conditions related to the Infrastructure Corridor Project; or
- (ix) the appointment of any committee, panel or other body empowered by GOI or GOK (other than the Empowered Committee) to review this Agreement, or any other agreement entered into between the Company, any Project Company and their respective affiliates and any Governmental Instrumentality in connection with the Infrastructure Corridor Project or the Land, which reduces the techno-commercial viability of the Infrastructure Corridor Project and the Company's or any Project Company's ability to draw down on loans for reasons other than the Company's or such Project Company's default.

Notwithstanding the foregoing, any event described in the foregoing paragraphs shall not be a Governmental Force Majeure to the extent that it does not affect the Infrastructure Corridor Project.

"Governmental Instrumentality" means any central, state, regional, municipal or other local governmental department, ministry, authority, instrumentality or agency.

"Government Order" has the meaning set forth in the eighth Whereas clause of the preamble to this Agreement.

"Indemnified Party" has the meaning set forth in Paragraph 14.1.1

"India" means the Republic of India.

"Infrastructure Corridor" has the meaning set forth in the fourth Whereas clause of the preamble to this Agreement.

"Infrastructure Corridor Project" means, collectively, the Land, the Toll Road, the Phase I Road, the Power Plants, the Telecommunications Facilities, the Water Supply Facilities and the Waste Water Treatment Facilities and the other developments, and the design, construction, engineering, financing and implementation thereof as generally described in the Infrastructure Corridor Project Technical Report.

"Infrastructure Corridor Project Technical Report" has the meaning set forth in the sixth Whereas clause of the preamble of this Agreement.

"Financial Closing" means the date that financing for all of the Land, the Toll Road, the Phase II Road and Township 1 and the associated costs and expenses relating thereto may be drawn down under the Financing Documents and upon satisfaction of all of the terms and conditions of such Financing Documents.

"Karnataka Electricity Board" means the Karnataka Electricity Board.

"Land" means all land necessary for the development and implementation of the Infrastructure Corridor and the Infrastructure Corridor Project, as generally described in the Infrastructure Corridor Project Technical Report and more specifically described in the Infrastructure Corridor Project Technical Report, and any additional land reasonably requested by the Company and approved by BEK for use in the Infrastructure Corridor Project.

"Laws" means the laws of India and the State of Karnataka and any political subdivision of either thereof, and all rules, regulations, ordinances, notifications and orders notified or promulgated pursuant thereto and any modifications thereof in force from time to time.

"Leased Land" has the meaning set forth in Paragraph 6.8.3.

"Lenders" means the Person with whom the Company or any Project Company has entered into the Financing Documents and any permitted assignee or transferee of such Person.

"Link Road" means the road described as the "Link Road" in the Infrastructure Corridor Project Technical Report.

"Memorandum of Understanding" has the meaning set forth in the sixth Whereas clause of the preamble of this Agreement.

"Mysore Feeder" means the portion of the Toll Road to be built by the Company which will connect with certain roads in Mysore to feed traffic to the Phase V Road, as more specifically described in the Infrastructure Corridor Project Technical Report.

"Notice" means a written communication by one Party to the other Party in accordance with Article 19.

"Notice of Default" means a Notice of Default issued or issuable by GOK or the Company pursuant to Paragraph 16.2 and Paragraph 16.3, respectively.

"Outer Peripheral Road" means the road described as the "Outer Peripheral Road" in the Infrastructure Corridor Project Technical Report.

"Party" means either GOK or the Company; and "Parties" means both GOK and the Company.

"Person" means any individual, partnership, corporation, association, business, trust, government or political subdivision thereof, governmental agency or other entity.

"Phase I Road", "Phase II Road", "Phase III Road", "Phase IV Road", "Phase V Road" and "Phase VI Road" each have the meaning set forth in Paragraph 6.6.1.

"Phase I Road Completion Notice" has the meaning set forth in Paragraph 6.6.2

"Phase II Road Completion Notice" has the meaning set forth in Paragraph 6.6.2

"Power Plants" means the one or more power plants contemplated to be built, owned and operated by the Company in connection with the Infrastructure Corridor Project, as described in the Infrastructure Corridor Project Technical Report.

"Power Purchase Agreements" means the power purchase agreements (including all Schedules thereto) to be entered into between KEB and the Company, as amended, modified and supplemented from time to time in accordance with the provisions thereof, in connection with the purchase by KEB of all Excess Power generated by the Power Plants.

"Prime Rate" means the prime rate of interest notified by the State Bank of India pursuant to the exercise of powers conferred under the State Bank of India Act.

"Project Company" means any Person to whom the Company has assigned any of its rights under this Agreement or any Person involved in any Component of the Infrastructure Corridor Project (or any part thereof).

"Project Contracts" means this Agreement and any other agreement entered into by the Company or any Project Company in connection with any Component.

"Revenue Land" means any Land other than Acquired Land.

"Revenue Land Compensation" has the meaning set forth in Article 5 2.2

"Rupee" or "Rs." means the legal tender of India.

"Substituted Entity" means any Person selected by the Lenders to replace the Company as contemplated by Paragraph 21.2.

"Tax" means any tax, charge, impost, duty, tariff or fee of any kind charged, imposed or levied upon the Company or any Project Company, directly or indirectly, by the GOI or GOK, or any Governmental Instrumentality thereof, including any income tax, value added tax, sales tax, stamp duty, import duty, withholding tax, tax on foreign currency loans or foreign exchange transactions, excise tax, property tax, registration fee or licence, octroi duty, water tax, sanitary cess or tax, lighting tax or environmental, energy or fuel tax;

"Technical Requirements" means the specifications, drawings, data, procedures and programs proposed by the Company in connection with the Infrastructure Corridor Project as generally contained in the Infrastructure Corridor Project Technical Report, as amended, modified or supplemented from time to time in accordance with this Agreement.

"Telecommunication Facilities" means the telecommunications facilities to be developed by the Company to provide telecommunication services to the Toll Road, the Townships and the Infrastructure Corridor generally, as more specifically described in the Infrastructure Corridor Project Technical Report.

"Termination Purchase Price" means the purchase price to be paid by GOK, in the event either the purchase option or sale option is exercised under Paragraph 16.6 or 16.7, as determined under Paragraph 16.8.2.

"Third Party" has the meaning set forth in Paragraph 6.6.3.

"Third Party Contract" has the meaning set forth in Paragraph 6.6.3.

"Toll Authority" has the meaning set forth in Paragraph 6.2.

"Toll Authority Act" means legislation like Karnataka Highways (Amendment) Act to be enacted by GOK allowing private Persons to act as toll authorities in the State of Karnataka.

"Toll Authority Charter" means the charter of the Toll Authority.

"Toll Road" means the portion of the Infrastructure Corridor Project consisting of the Phase I Road, Phase II Road, Phase III Road, Phase IV Road, Phase V Road, Phase VI Road, the Bangalore Feeder, the Mysore Feeder, the Link Road and the Outer Peripheral Road, collectively.

SK

G. J.

"Toll Road Completion Notice" has the meaning set forth in Paragraph 6.6.2

"Townships" means the townships described as Townships 1, 2, 4, 5, and 7 in the Infrastructure Corridor Project Technical Report which will be developed by the Company and/or the Project Companies for the industrial and commercial growth and other development of the Infrastructure Corridor, and the provision of roads, supply of water and electricity, street lighting, sewage, conservancy and such other conveniences and socio-economic infrastructure, inter alia, comprising of housing, schools, hospitals, shopping complexes, parks and open spaces as set forth in Schedule 4 attached hereto.

"Township Completion Date" has the meaning set forth in Paragraph 7.4

"Township Completion Notice" has the meaning set forth in Paragraph 7.4

"Transfer Date" means the date on which a transfer of any Component of the Infrastructure Corridor Project takes place following termination of this Agreement or any part hereof.

"Transferred Toll Road Assets" means the portion of the Toll Road used as paved travel lanes and the paved shoulder thereto as described in the Infrastructure Corridor Project Technical Report, the toll collection equipment and the toll booths located on the Toll Road and the right to maintain, operate, and collect tolls with respect to the Toll Road; for the avoidance of doubt the Transferred Toll Road Assets shall not include any utilities and related facilities associated with the Infrastructure Corridor Project other than such utilities and facilities provided along the Toll Road exclusively associated and used in connection with and meant for the Toll Road such as telephone booths intended to be used solely by persons travelling on the Toll Road, electrical fittings installed exclusively for and in connection with the Toll Road and traffic control booths located on the Toll Road.

"Transferred Township Assets" has the meaning set forth in Paragraph 7.2

"UNCITRAL Rules" means the Arbitration Rules of the United Nations Commission on International Trade Law.

"Valuation" has the meaning set forth in Paragraph 16.8

"Waste Water Treatment Facilities" means the one or more waste water treatment facilities to be built, owned and operated by the Company in connection with the Infrastructure Corridor Project, as described in the Infrastructure Corridor Project Technical Report.

≤ k

"Water Supply Facilities" means the one or more water supply facilities to be developed by the Company to provide water to the Infrastructure Corridor, which water will be made available to the Company by GOK and its Governmental Instrumentalities

"Wheeling Rights" means the rights assigned by KEB to the Company to transmit and deliver net electrical output, within the KEB Grid System, to electric power consumers and/or electric power transporters under the terms of Paragraphs 3.4.4 and 16.7.5 or under the terms of the Power Purchase Agreements.

"Year" means twelve (12) Months commencing from 00:00:00 hours Indian Standard Time on April first (1st) and ending on 24:00:00 hours Indian Standard Time of the following March thirty-first (31st).

ARTICLE 2. CONDITIONS PRECEDENT.

Conditions Precedent to Company's Obligations.

2.1.1. *Conditions Precedent to Land Acquisition, Phase I Road and Phase II Road.* Except as may be waived by the Company in writing, the Company's obligations to acquire the Land and to commence detailed design, engineering and construction of the Phase I Road and the Phase II Road are subject to satisfaction of the following conditions precedent (provided that the provisions of Paragraph 2.1.1.5 shall not be a condition precedent to the acquisition by the Company of the Land):

2.1.1.1 The Company and GOK shall have received all Approvals, including those listed in Schedule 2, relating to the Infrastructure Corridor Project which can be applied for and received prior to the commencement of detailed design, engineering and construction of the Phase I Road and the Phase II Road.

2.1.1.2 The Company shall have received written confirmation from GOI and/or GOK and/or Government Instrumentalities of each thereof that all Approvals which cannot be obtained prior to the commencement of detailed design, engineering and construction of the Phase I Road and the Phase II Road will be issued or provided within a reasonable time thereafter so as to not delay the development and construction of the Infrastructure Corridor Project.

2.1.1.3 All enactments, acts, notifications, legislation, promulgations, proclamation and analogous laws, including those listed on Schedule 3, to permit the Company to carry out the various components of the Infrastructure Corridor Project shall have been adopted, passed, released or otherwise effected to the reasonable satisfaction of the Company.

S.K

622

- 2.1.1.4 The Company shall have received such assurances from GOI as the Company may reasonably request as to the availability of fuel and other raw materials to construct and operate the Infrastructure Corridor Project and such other reasonable support from GOI as may be required to obtain export credit finance, funding on a project finance basis, insurance and development funding.
- 2.1.1.5 The Company shall have acquired the Land in the manner contemplated herein in compliance with the Laws of India, including Laws of India with respect to compensation, and the Company shall have received valid, enforceable, unencumbered freehold rights to and vacant possession of the Land free from any Encumbrance and such other real property rights as may be required by it to perform its obligations under this Agreement; and provided that all Approvals necessary for commencement of the development of the Land as contemplated by this Agreement shall have been obtained and be in full force and effect to the reasonable satisfaction of the Company.
- 2.1.1.6 The Company and the Contractors and each of its or their subcontractors, agents and representatives that are required for the commencement of the Execution of the Works on the Toll Road shall have received all necessary immigration permits and visas for its or their expatriate staff as the Company and they may reasonably request.
- 2.1.1.7 All construction insurance policies required by the Company and all Contractors shall have been obtained by the Company and shall be in full force and effect to the reasonable satisfaction of the Company.
- 2.1.1.8 The Company shall have received all necessary Approvals to convert Rupees into foreign currencies and to remit foreign currencies outside India in connection with the Project Contracts, the Finance Documents, and the repatriation of earnings, dividends or distributions to the shareholders of the Company or any Project Company or otherwise in connection with the Infrastructure Corridor Project.
- 2.1.1.9 The Initial Financial Closing shall have occurred.
- 2.1.1.10 The Company shall have received from GOK and GOK Governmental Instrumentalities evidence satisfactory to the Company that GOK and GOK Governmental Instrumentalities shall have issued all necessary Approvals in connection with the execution, delivery and performance of this Agreement and each other Project Contract to which GOK or GOK Governmental Instrumentalities is a party.

SK

T-2

2.1.1.11 The Company shall have received legal opinions, in form and substance reasonably satisfactory to the Company, with respect to the authority of GOK and GOK Governmental Instrumentalities to enter into this Agreement and the other Project Contracts to which they are a party, the enforceability and binding nature of the provisions contained herein and therein and such other matters as the Company may reasonably request.

2.1.1.12 There shall be no action, suit, proceeding, petition or similar action challenging the Infrastructure Corridor Project or any component thereof or the award of contracts or responsibilities in respect of the Infrastructure Corridor Project or otherwise in respect of the responsibilities of the Parties as contemplated hereby or the validity or enforceability of this Agreement or any other Project Contract which might adversely affect the implementation and development of the Infrastructure Corridor Project or any part thereof.

2.1.2 *Other Conditions Precedent.* The Company's obligations to acquire the Land and to commence detailed design, engineering and construction of the Phase I Road and Phase II Road and its other obligations under this Agreement are subject to satisfaction of all conditions precedent set forth in the Project Contracts and Financing Documents which relate to such obligations.

Conditions Precedent to GOK's Obligations. Except as may be expressly waived by GOK in writing, GOK's obligations under this Agreement are subject to the satisfaction of the following conditions precedent:

2.2.1 GOK shall have received attested copies of the Memorandum and Articles of Association of the Company, as certified by a director of the Company.

2.2.2 GOK shall have received copies of resolutions adopted by the Company's Board of Directors authorizing the execution, delivery and performance by the Company of this Agreement, as certified by a director of the Company.

GOK certifies that as of the date hereof the conditions precedent set forth in this Paragraph 2.2 have been satisfied and that GOK, therefore, is obligated to proceed immediately with the performance of its obligations hereunder.

ARTICLE 3. OBLIGATIONS OF GOK.

GOK covenants, agrees and undertakes that it shall perform, and shall cause its Governmental Instrumentalities to perform, each of the following obligations:

1. Approvals.

SK

- 3 GOK shall use its best efforts to grant, and cause its Governmental Instrumentalities, GOI and GOI Governmental Instrumentalities to grant, all Approvals required in connection with the Infrastructure Corridor Project, including all Approvals listed on Schedule 2.

GOK shall use its best efforts to dispose of, resist and resolve any obstacles or impediments created or placed by any Person to thwart or challenge any part of the Infrastructure Corridor Project.

3.2 Land.

- 3.2 GOK shall use its best efforts to, and cause its Governmental Instrumentalities to, promulgate, facilitate, initiate, advocate and/or amend to the full extent possible under the Laws of India any and all enactments, acts and legislation necessary or desirable to enable GOK or any GOK Governmental Instrumentality to obtain, procure and/or transfer the Land to the Company for the purposes set forth in this Agreement.
- 3.2.2 GOK shall authorize and take whatever other action that may be necessary for the use of any part of the Land and/or any other tract of land reasonably requested by the Company as a waste dump/disposal site for the waste generated by any of the Components of the Infrastructure Corridor Project during construction and development of the Infrastructure Corridor Project, all in accordance with applicable law.
- 3.2.3 GOK covenants that it will not restrict the use of the Land in any way and that the Company shall have full freedom and discretion to industrially and commercially develop and use the Land as generally contemplated by this Agreement, except that GOK shall zone and rezone, and shall cause to be zoned and rezoned, all Land in a manner consistent with its intended use in the Infrastructure Corridor Project as contemplated by this Agreement or as reasonably requested by the Company, all in accordance with applicable law.
- 3.2.4 GOK covenants that upon transfer of the Land as contemplated hereby, the Company will have good, valid, clear and marketable title to the Land and all buildings, structures and other improvements thereon, free of any Encumbrances. GOK will indemnify and hold harmless the Company and its Affiliates and their respective directors, managers, officers, employees and agents from any and all expenses, losses or claims relating to the use or ownership of such Land by the Company or any Project Company in the manner contemplated herein.

S.k

3.2.5 Company shall request and GOK shall use its best efforts to cause GOK Instrumentalities to, remove in the most expeditious manner possible any Person that trespasses or encroaches on any part of the Land or any right of the Company hereunder and shall take all other action reasonably requested by the Company to permit the Company to fully enjoy its rights thereon or thereto and to develop the Land in the manner contemplated in this Agreement.

3.2.6 GOK covenants that it shall provide all assistance reasonably requested by the Company with respect to clearance and preparation of the Land for development in the manner contemplated herein.

Toll Road.

3.3.1 GOK hereby unconditionally and irrevocably grants to the Company the sole and exclusive concession, right and franchise to design, develop, construct, operate and maintain the Toll Road and collect tolls and all other revenues relating to the Toll Road or any part thereof for a period beginning on the date hereof and ending on the date 30 years from the date set forth in the Toll Road Completion Notice (the "Concession Period"); *provided* that the Concession Period may be extended for an additional period of time with the mutual consent of the Parties.

3.3.2 GOK shall use its best efforts to enact the Toll Authority Act.

3.3.3 GOK shall use its best efforts to forestall and defend to the full extent possible any action by GOI or any GOI Governmental Instrumentality to declare the Toll Road or any part thereof a national highway under Section 2(2) of the National Highways Act, 1956 or any successor or similar Law of India. GOK will not take any action during the Concession Period which would result in the Toll Road becoming a national highway, including, without limitation, requesting GOI or any GOI Governmental Instrumentality to declare the Toll Road as a national highway.

3.3.4 GOK shall use its best efforts to ensure that the Toll Road will be subject to only the jurisdiction of the laws of the State of Karnataka and not any local government, jurisdiction or authority. GOK will not allow any such local government, jurisdiction or authority to include in the tolls charged by the Company any excise or other tax or fee inuring to the benefit of any Person other than the Company.

3.3.5 GOK shall, and shall cause its Governmental Instrumentalities to, provide and maintain in good order (free from unreasonable interference)

SK

connecting roads necessary for the convenient and safe flow of traffic to and from the Toll Road.

- 3.3.6 GOK shall, and shall cause each relevant GOK Governmental Instrumentality to, enter into Project Contracts and execute certificates, instruments, concessions and other documentation in order to evidence and give effect to the grant made in, and the purposes of, this Paragraph 3.3.

Power.

- 3.4.1 It is intended that the Company shall have the sole and exclusive franchise, right and concession to supply, transmit, distribute and sell power to and within the Infrastructure Corridor. To the extent permissible under the Laws of India, GOK hereby unconditionally and irrevocably grants to the Company the sole and exclusive franchise right and concession to build Power Plant(s) for the supply and sale of power to and within the Infrastructure Corridor.
- 3.4.2 GOK shall use its best efforts to cause KEB to provide the Company with the amount of power required and necessary for the construction and every day use of the various components of the Infrastructure Corridor Project until such time as the Power Plant(s) are put into service and are able to meet the power needs of such component of the Infrastructure Corridor Project. The Company shall use its best efforts to construct the transmission lines required to carry such power to the various components of the Infrastructure Corridor Project. GOK shall cause KEB to make available the interconnections necessary to carry the power from KEB's power grid to the Infrastructure Corridor Project.
- 3.4.3 GOK shall use its best efforts to cause KEB to enter into one or more Power Purchase Agreements for the sale by the Company to KEB, at reasonably negotiated rates that refer to, meet and comply with CEA Guidelines, of all Excess Power in the manner contemplated in Article 8. GOK will provide to the Company the assistance it is required to provide under Article 8.
- 3.4.4 In the event that KEB does not enter into the Power Purchase Agreements for the purchase of Excess Power as required pursuant to this Agreement, GOK shall use its best efforts to cause KEB to provide the Company with Wheeling Rights effective from the date Excess Power becomes available.
- 3.4.5 GOK shall, and shall cause each relevant GOK Governmental Instrumentality to, enter into Project Contracts and execute certificates, instruments, concessions and other documentation in order to evidence and give effect to the grant made in, and the purposes of, this Paragraph 3.4

SK

T 22

Townships.

3.5.1 GOK hereby unconditionally and irrevocably grants to the Company the sole and exclusive franchise, right and concession to develop the Townships in any manner the Company believes to be proper for the development of the Townships; such development of the townships shall be subject to the relevant rules and regulations under the Town Planning Act and such other act as may be applicable and the approvals set forth in Article 7.

3.5.2 GOK understands that the development of the Townships may have many components and take many forms, including the industries, businesses and services contemplated in Schedule 4. GOK shall and shall use its best efforts to cause its Governmental Instrumentalities subject to applicable laws, to ensure that no local government or authority has any authority to grant any Approval or other right to develop, or any right to zone or rezone, any part of the Townships to any person other than the Company or any Project Company or Affiliate of either thereof. GOK will forestall and defend to the full extent possible in accordance with applicable laws any action by any Person or local government or authority to develop any part of, or otherwise relating to, the Townships, without the written consent of the Company.

3.5.3 GOK will perform its obligations and provide the assistance required of it in connection with the industrial and commercial development of the Townships by the Company. Subject to applicable laws, GOK shall honor and acquiesce with the design, development and construction of the Townships by the Company in the manner contemplated in this Agreement.

3.5.4 GOK Instrumentalities will take possession of and assume responsibility for the administration of the Townships as contemplated by Article 7.

3.5.5 GOK will use its best efforts, and shall cause each relevant GOK Governmental Instrumentality to, enter into Project Contracts and execute certificates, instruments, concessions and other documentation in order to evidence and give effect to the grant made in, and the purposes of, this Paragraph 3.5

Telecommunication.

- 3.6.1 GOK shall use its best efforts to cause necessary licensing concessions to be granted to the Company and its Affiliates in accordance with applicable laws.
- 3.6.2 GOK will perform its obligations and provide the assistance required of it in connection with the development of the Telecommunication Facilities by the Company. GOK shall honor and hereby acquiesces with the design, development and construction of the Telecommunications Facilities in the manner contemplated by the Company.
- 3.6.3 GOK will use its best efforts, and shall cause each relevant GOK Governmental Instrumentality to, enter into Project Contracts and execute certificates, instruments, concessions and other documentation in order to evidence and give effect to the grant made in, and the purposes of, this Paragraph 3.6.

Water Supply and Water Treatment.

- 3.7.1 GOK hereby unconditionally and irrevocably grants to the Company the sole and exclusive franchise, right and concession to supply, transmit, distribute and sell water to the Infrastructure Corridor and for use in the Infrastructure Corridor Project and to develop the Waste Water Treatment Facility in any manner that the Company believes to be proper for the development thereof and in accordance with good industry practice subject to applicable laws.
- 3.7.2 GOK hereby permits the Company to draw up to 2 thousand million cubic meters (TMC) of water per annum from the Cauvery water allocation.
- 3.7.3 GOK shall use its best efforts or cause to be taken all efforts and actions necessary or required of it and its Governmental Instrumentalities to ensure that secondary treated waste water from Bangalore will be made available to the Company for use and treatment by it and that the Waste Water Treatment Facility is developed in the manner contemplated herein. The waste water treated by the Company and any by-products and residual products therefrom shall be the sole property of the Company for use by it in any manner it so desires or deems fit. GOK approves and authorizes the use of any technology that the Company deems fit for the development of the Waste Water Treatment Facility in accordance with good industry practice.

S.K

G.L.2

3.7.4 GOK will perform its obligation and provide the assistance required of it in connection with the development of the Waste Water Treatment Facility by the Company. GOK shall not in any way interfere with the design, development and construction of the Waste Water Treatment Facility in the manner contemplated by the Company.

3.7.5 GOK shall, and shall cause each relevant GOK Governmental Instrumentalities to, enter into Project Contracts and execute certificates, instruments, concessions and other documentation in order to evidence and give effect to the grant made in, and the purposes, of this Paragraph 3.7.

Other Covenants of GOK.

3.8.1 GOK will take all actions necessary to extend public transportation services, including bus service, to the Townships.

3.8.2 GOK shall use its best efforts to, and to cause its Governmental Instrumentalities, GOI and GOI Governmental Instrumentalities to, promulgate, facilitate, initiate, advocate and/or amend to the full extent possible under Indian law all enactments, acts and legislation required or necessary in connection with the Infrastructure Corridor Project and to secure the adoption of such legislation.

3.8.3 GOK understands that each of the components of the Infrastructure Corridor Project is an integral part of the industrial and commercial development of the Infrastructure Corridor in a manner designed and calculated to maximize the full industrial and commercial growth potential and quality of life in such corridor. Accordingly, GOK shall use its best efforts to cause land of appropriate width from the outer boundaries of the entry and exit points (rampways, interchanges) of the Toll Road the outer boundaries of each of the Townships, each as identified by the Company, not to be rezoned for use other than for farming (such area being called herein the "Greenbelt"). The appropriate width referred to in the immediately preceding sentence shall be determined by the appropriate Local Planning Authority. In the event any area to be included in the Greenbelt is on the date hereof already developed, GOK shall not be required to rezone such land for the Greenbelt. GOK acknowledges and agrees that the Greenbelt will protect and buffer the Toll Road and the Townships from unfettered and uncontrolled development which would cause irreparable harm to the Toll Road and the Townships and undermine the goals and purposes of the Infrastructure Corridor Project contemplated hereby and that in the event of breach of this Paragraph 3.8.3 no adequate remedy would exist and damages would be difficult to measure, and, accordingly, the Company shall be entitled to injunctive relief for

S.K

R 20

specific performance pending resolution of any Dispute involving the provisions of this Paragraph 3.8.3. In the event any Person attempts to use the land designated for the Greenbelt for purposes other than farming, the Company may in its sole discretion take any and all steps it deems necessary or required, including the initiation of legal action against such Person, to stop or prevent such unauthorized use. GOK shall support to the full extent possible under applicable law such efforts of the Company to stop and prevent such unauthorized use. However, violation of the Greenbelt by third parties shall not constitute a GOK Event of Default.

- 3.8.4 GOK shall use its best efforts not to cause, and to cause its Governmental Instrumentalities not to cause, the exercise of any right of eminent domain or other similar right or otherwise take or appropriate any part of the Land or the developments and improvements thereon and GOK shall use all efforts to defend against and forestall any such action on the part of any other Person, including GOI or any GOI Governmental Instrumentality.

ARTICLE 4. EMPOWERED COMMITTEE.

Empowered Committee.

- 4.1. *Composition and Actions of Empowered Committee.* GOK represents and warrants that it has established a committee (the "Empowered Committee"), which consists of Chief Secretary and other members whose postings and titles are as set forth in Schedule 6 attached hereto. In the event of a vacancy on the Empowered Committee, GOK shall fill such vacancy with a similarly titled person from the same GOK Governmental Instrumentality. The Empowered Committee shall meet only after convening a duly called meeting and providing seven (7) Days prior written notice to the Company so that the Company may make available to such Committee a Company representative to answer any questions that the Empowered Committee may have and to update the Company on actions taken by such Committee.
- 4.1.2 *Committee Determinations Do Not Modify Rights or Obligations.* The Parties acknowledge and agree that the rights and obligations of the Parties to this Agreement and the parties to any Project Contract shall be as set forth in this Agreement and such Project Contract and the Empowered Committee shall not have the authority to modify or alter such rights and obligations other than through a written agreement between the Parties hereto or the parties thereto. Subject to the foregoing, the Empowered Committee shall be the mechanism by which GOK will coordinate (with any necessary assistance from the

Company) performance of its obligations under this Agreement, including to:

- 4.1.2.1 facilitate and expedite all Approvals required in connection with the Infrastructure Corridor Project at the state and local level; specifically, as the Empowered Committee consists of high level members from each of the affected ministries of GOK, it will act as the "single window co-ordination centre" with respect to the required clearances and permits; such committee shall also assist the Company in all means possible with regard to obtaining any and all Approvals required from GOI or any GOI Governmental Instrumentality;
- 4.1.2.2 oversee GOK and GOK Governmental Instrumentalities compliance with the provisions of this Agreement;
- 4.1.2.3 serve as the information center and clearinghouse for assembling and disseminating information with respect to the Infrastructure Corridor Project to GOK and the GOK Governmental Instrumentalities and the public at large; and
- 4.1.2.4 serve as the primary intermediary on behalf of GOK and GOI and any Governmental Instrumentality thereof in connection with dealings between GOK and the Company.

4.1.3 *Committee Pronouncements and Decisions.* GOK, on behalf of itself and the GOK Governmental Instrumentalities, covenants that the Company may rely on the pronouncements and decisions of the Empowered Committee as pronouncements and decisions of GOK or the relevant GOK Governmental Instrumentality in connection with the Infrastructure Corridor Project and that such pronouncements and decisions shall be made by GOK or such GOK Governmental Instrumentalities in an expeditious and timely manner. GOK understands and agrees that this is one of the primary purposes of setting up such an Empowered Committee and that it will facilitate and expedite the realization of the goals of the Infrastructure Corridor Project.

4.1.4 *Committee Rights of Observation.* GOK shall have the right, upon reasonable prior notice to the Company, through the Empowered Committee, to observe the progress of the Infrastructure Corridor Project. The Company shall assist GOK in arranging such visits. All persons visiting the Infrastructure Corridor Project site on behalf of GOK shall comply with all reasonable instructions, directions and

SK

R 22

safety requirements as prescribed by the Company or its Contractors from time to time. GOK shall cause all such persons to comply with the Company Rules and Regulations regarding site safety and access, and in the event any such GOK employee or representative fails to comply with any reasonable requirements of the Company, GOK shall be exclusively liable for and shall indemnify, defend and hold harmless the Company against any and all damages, costs, claims, expenses and consequences arising out of such failure. Unless otherwise provided herein, such rights of GOK to visit the Infrastructure Corridor Project shall not be construed directly or indirectly as a contractual right of GOK to review, advise, recommend, approve or require changes.

ARTICLE 5. ACQUISITION OF LAND.

The Land required for the Infrastructure Corridor Project will be acquired by the Company through GOK in the manner and on the terms set forth below.

5.1.1 *Acquired Land.*

5.1 GOK shall use its best efforts and cause its Governmental Instrumentalities to use their best efforts, to exercise its and their legal right of eminent domain (or other right of similar nature) under the Laws of India to acquire the Acquired Land. Prior to acquiring any Acquired Land, GOK will obtain from the company written confirmation of its willingness to purchase such Acquired Land from GOK at the purchase price (whether in the form of cash or comparable land) required under the Laws of India (the "Acquired Land Compensation"). GOK shall offer to the ex-propriated owners of the land the Rehabilitation package specifically worked out for this Infrastructure Corridor Project with mutual consultation of the consortium and the Revenue Authorities in accordance with the applicable rules".

5.1.1.2 All Acquired Land shall be transferred to the Company. The Company will pay the aggregate Acquired Land Compensation previously confirmed by it in writing for all Acquired Land acquired by it pursuant to this Paragraph 5.1.1 in accordance with applicable Indian laws at the time of the sale of the Acquired Land to the Company.

S K.

Revenue Land. GOK will sell and transfer the Revenue Land to the Company subject to the terms set forth below.

5.1.2.1 All Revenue Land shall be transferred to the Company.

5.1.2.2 GOK shall sell such Revenue Land to the Company for a price mutually agreed between GOK and the Company in accordance with applicable Indian laws ("Revenue Land Compensation"); and

5.1.2.3 The Company will pay the Revenue Land Compensation for the Revenue Land in accordance with applicable Indian laws at the time of the Sale of the Revenue Land to the Company.

GOK acknowledges and agrees that the Company may grant a pari passu security interest in the Land to the Lenders.

GOK and the Company shall execute all agreements, notices, filings and other documentation necessary to evidence or formalize the legal transfer of the Land to the Company.

GOK will make available to Persons and families displaced by the Infrastructure Project the welfare programs generally available to citizens of the State of Karnataka and will assist in enabling such Persons and families to obtain any relief that may be available from GOI. GOK covenants that other than as set forth above, the Company shall have no obligations with respect to any displaced Persons or families.

ARTICLE 6. OPERATION OF THE TOLL ROAD.

Operation. During the Concession Period, the Company shall operate the Toll Road on its own account and, subject to applicable Laws of India and the Toll Authority Order, shall be entitled to retain all profits and income deriving therefrom.

6.1.1 The Company shall have the right to finance the design, construction and completion of the Toll Road and to finance the maintenance and operation of the Toll Road during the Concession Period.

6.1.2 The Company shall have the right to design, construct, complete, operate and maintain the Toll Road as provided herein and in accordance with applicable Laws of India.

6.1.3 The Company shall have the right to collect tolls from the vehicles using the Toll Road during the Concession Period as provided herein.

Toll Authority. The Company shall establish a subsidiary (the "Toll Authority") to operate the Toll Road during the Concession Period in accordance with the Toll Authority Charter. Subject to any limitations contained in the Toll Authority Act and the Central Motor Vehicle Act and any other applicable Laws of India, the Company will empower, and GOK shall take all action that may on the part of it or any of its Governmental Instrumentalities be required to so empower, the Toll Authority with such powers as it may reasonably require in operating the Toll Road, including the power to:

- 6.2.1 set and collect tolls from vehicles using the Toll Road;
- 6.2.2 specify the type of vehicles that will be allowed to use the Toll Road;
- 6.2.3 take precautions regarding order, safety, security and the prevention and abatement of nuisances along the Toll Road;
- 6.2.4 prohibit and/or regulate the carriage of any offensive, noxious or dangerous goods on the Toll Road;
- 6.2.5 prevent the entry into the Toll Road of any Person or vehicle which has not paid the toll, as well as delay the exit from the Toll Road of any such vehicle;
- 6.2.6 require any Person who has not paid the toll to remove his vehicle from the Toll Road to such place as the Company or its representative shall direct, and should such direction not be complied with, to remove the relevant vehicle and obligate such Person to reimburse the Company for any expenses incurred thereby;
- 6.2.7 demand that any Person who refuses to pay the requisite toll established in accordance with the procedures set forth herein pay all expenses and damages incurred as a result of such refusal;
- 6.2.8 detain, hold and exercise other security functions on the Toll Road for the safety of the Toll Road and its users, provided that any Person detained and held is turned over to GOK state or local police;
- 6.2.9 apply the revenue generated from the collection of tolls in the manner set forth in the Toll Authority Charter; and

SK

R. S. S.

288

- 6.2.10 pursue and discharge any other matters relating to the control, operation and maintenance of the Toll Road.

GOK shall use its best efforts to ensure subject to Toll Authority Act, Motor Vehicles Act and other applicable laws of India that the Toll Authority shall have, hold and exercise the powers set forth above and shall not do anything which restricts the Toll Authority and its officers, directors, employees and agents from exercising the above powers or restricts the Toll Authority's ability to control, operate and maintain the Toll Road. The Company and GOK shall cause the Toll Authority Charter, and any amendment thereto, to be published in the Official Gazette.

Design Responsibilities

- 6.3.1 The Company shall design, and shall cause the Designer to design, the Toll Road in accordance with the Technical Requirements and this Agreement.

- 6.3.2 The Company shall ensure that

6.3.2.1 the Designer and the Contractor shall carry out any and all other duties and functions respectively ascribed to each of them in the Technical Requirements and the other provisions of this Agreement; and

6.3.2.2 the Designer is fully and properly instructed and informed in connection with all matters relevant to the design of the Toll Road and the performance of its obligations.

Intellectual Property

The Company warrants that it has properly obtained or will obtain all necessary intellectual property rights and licenses in relation to the design of the Toll Road.

Construction Responsibilities

VT - 44/24/2 added

- 6.5 The Company shall construct and complete the Toll Road in accordance with the Technical Requirements and the other provisions of this Agreement.

- 6.5.2 The Company shall assure that

6.5.2.1 its construction, testing, commissioning and maintenance obligations in relation to the Toll Road shall be performed by the

S.K

622

Contractor in accordance with the Technical Requirements and the other provisions of this Agreement; and

- 6.5.2.2 the Contractor and the engineer appointed by the Company in connection with the Infrastructure Corridor Project shall carry out any and all other duties and functions respectively ascribed to each of them in the Technical Requirements and the other provisions of this Agreement.

Completion

- 6.6.1 The Toll Road will be completed in six phases, although such phasing signifies indicative segmentation of the construction of the Toll Road and does not necessarily signify chronological sequence of completion of the Toll Road.

6.6.1.1 Phase I Road shall be

- (a) the 9.80 kilometer ground level of the Link Road on the Bangalore side; and
- (b) the 3 kilometer southern section of the Outer Peripheral Road to connect the starting point of the expressway at Bangalore (km1) with SH17.

6.6.1.2 Phase II Road shall be

- (a) the remaining 38 kilometer southern section of the Outer Peripheral Road; and
- (b) the 13 kilometer section of the expressway from Bangalore (km1) to Bidadi (km12).

6.6.1.3 Phase III Road shall be the 24 kilometer section of the expressway from Bidadi (km12) to Chanapatna (km 36).

6.6.1.4 Phase IV Road shall be the 69 kilometer section of the expressway from Chanapatna (km36) to Srirangpatna (km 105).

6.6.1.5 Phase V Road shall be:

- (a) the Link Road on the Mysore side; and

S.K

G. J. J.

- (b) the 6 kilometer section of the expressway from Srirangapatna (km 105) to Mysore (km 111).

6.6.1.6 Phase VI Road shall be the 3.10 kilometer elevated section of the Link Road on the Bangalore side.

6.6.2 The Company shall certify in writing to GOK when, in the Company's opinion, the Phase I Road, the Phase II Road and the Toll Road is substantially completed in accordance with the Technical Requirements and this Agreement and the date thereof (the "Phase I Road Completion Notice", the "Phase II Road Completion Notice" and the "Toll Road Completion Notice", respectively). A phase of the Toll Road shall be deemed substantially completed when a motor vehicle may travel from one end to the other of such phase of the Toll Road. Within sixty (60) days of the receipt of any such Completion Notice, GOK shall deliver a Notice to the Company accepting such Completion Notice and confirming, accepting and agreeing with the completion date set forth therein. Failure of GOK to provide such Notice within such sixty (60) day period shall be deemed to be confirmation, acceptance and agreement by GOK with regard to the completion of the Phase I Road, the Phase II Road or the Toll Road, as the case may be, and the completion date set forth therein with respect thereto.

6.6.3 The company shall complete the toll road in accordance with the following time schedule :

Phase I Road

Within five (5) years of the date of initial Financial Closing and satisfaction of all the conditions precedent in Paragraph 2.1.1.

Phase II Road

Within three (3) years of the completion of the Phase I Road as set forth in the Phase I Road Completion Notice and satisfaction of all the conditions precedent in Paragraph 2.1.1.

S.K.

291

Balance of Toll Road -

Within two (2) years of the completion of the Phase II Road as set forth in the Phase II Road Completion Notice and satisfaction of all the conditions precedent in Paragraph 2.1.1.

In the event the Company does not complete any part of the Toll Road in accordance with the schedule set forth above, GOK may grant, in whole but not in part, to a third party (the "Third Party") the right to develop the toll road to the extent not developed by the Company at such time and on substantially the same terms and conditions as those to which the Company was or would have been subject, subject to the following provisions :

- (i) Prior to negotiating with any such potential Third Party each of the Company and GOK shall negotiate in a good faith with each other an extension of time to Complete the Toll Road or any part thereof, and the Company shall retain the exclusive right to develop and shall develop in accordance with the schedule set forth above the Toll Road, until such time as the Third Party contractually and irrevocably binds itself to so develop the Toll Road (the "Third Party Contract") :
- (ii) The Company shall retain its exclusive rights with respect to the portions of the Toll Road that have been completed or partially completed:
- (iii) GOK may grant to such Third Party certain grants, assets and rights made or awarded to the Company pursuant to this Agreement to the extent the Company has not physically (i.e. excavation, movement of earth, grading) commenced development of the items subject to such grant and to the extent necessary in the sole opinion of an Expert to make the completion of the Toll Road by such Third

S.K

RL2

Party pursuant to the Third Party Contract financially viable for such Third Party, provided, however, that under such circumstances the Company shall first have the choice to provide a cash payment to such Third Party to complete the Toll Road or to make the completion of the Toll Road financially viable for such Third Party.

6.6.3.1 Within thirty (30) Days of the date of the execution of the Third Party Contract, GOK shall deliver Notice thereof to the Company accompanied by a certified true and correct copy of the executed Third Party Contract.

6.6.3.2 Within thirty (30) Days after the receipt of such Notice by the Company, an Appraiser shall determine the purchase price to be paid by the Third Party (the "TP Purchase Price") for the purchase by the Third Party of the portion of the Land which was acquired by the Company for construction of the portion of the Toll Road that is the subject of the Third Party Contract and, if applicable, the Construction of the part of the Infrastructure Corridor Project that is subject of the grant which is to be transferred to the Third Party pursuant to the last proviso of Paragraph 6.6.3, (the "TP Purchased Land").

Within sixty (60) Days thereafter the Company shall transfer and assign to such Third Party all of its rights, title and interest in the TP Purchased Land free and clear of all Encumbrances created by the Company, other than those in respect of the Finance Documents (which shall be discharged by the Company as soon as practicable after receipt of payment of the TP Purchase Price), upon such Third Party's full payment of the TP Purchase Price in immediately available funds. Such transfer and assignment of the TP Purchased Land shall be made by the Company on an "as is/where is" basis without representation or warranty by the Company of any kind as to any matter concerning the condition, operability, fitness or any other aspect of the TP Purchased Land. The TP Purchased Land shall be valued by the Appraiser at the higher of (i) the fair market value of the TP Purchased Land on the date of transfer of such Land and (ii) the cost basis of such Land on the date of transfer of such Land in the hands of the Company increased by any financing or carrying charges incurred by the Company with respect thereto. GOK shall and shall procure that the Third Party shall

S.K

R.22

deliver to the Company all documents reasonably requested by the Company from GOK or the Third Party in connection with the sale of the TP Purchased Land and the execution of the Third Party Contract.

- 6.6.3.3 On and after the effective date of the transfer of the TP Purchased Land by the Company to the Third Party references to the Toll Road herein shall be to the Toll Road reduced by the portion of the Toll Road that is subject to the Third Party Contract.

Warranties

The Company warrants to GOK that:

- 6.7.1 all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Execution of the Works has been exercised and will continue to be exercised in the design of the Toll Road;
- 6.7.2 the Toll Road shall, when completed, comply in all material respects with the Technical Requirements;
- 6.7.3 the Toll Road has been and will be designed or constructed using proven up-to-date good practice and to good international standards available at the date hereof which are consistent with the Technical Requirements;
- 6.7.4 no goods or materials generally known to be deleterious or otherwise not in accordance with good engineering practice have been or will be specified or selected by the Company or any one acting on its behalf and no goods or materials which, after their specification or selection by or on behalf of the Company but before being incorporated into the Toll Road, become generally known to be deleterious or otherwise not in accordance with good engineering practice, will be incorporated into the Toll Road; and
- 6.7.5 the design of the Toll Road has taken or will take account of the effects thereon of the intended construction methods and the Contractor's plant and equipment.

Transfer to GOK. Subject to Paragraph 6.8.3, At the end of the Concession Period, the Company shall transfer to GOK the Transferred Toll Road Assets upon terms and conditions mutually agreed by the Parties based on the premises set forth in this Paragraph 6.8 and shall make such amendments to the Toll

S.K

Tad

Authority Charter as necessary to replace references to the Company (or its Affiliate) with references to GOK or a GOK Governmental Instrumentality designated by GOK. GOK shall pay to the Company the sum of Rs. 1 for such assets and shall assume all obligations with respect to the Toll Road and the Toll Authority

6.8.1 Each of GOK and the Company shall deliver to the other all documents and things necessary to effectuate the transfer set forth above, including without limitation, the delivery by the Company of an agreement assigning and transferring the Transferred Toll Road Assets, the delivery by GOK of an agreement in which GOK assumes all obligations of the Company arising or relating to the Toll Road and the Toll Authority in respect of, and releases in full the Company and its Affiliates from all claims and liabilities relating to, the Toll Road and the Toll Authority after the date of transfer, other than liabilities arising from the financing for the construction of the Toll Road and such other liabilities as mutually agreed upon in writing by the Parties, and the delivery by GOK to the Company of Rs. 1.

6.8.2 GOK covenants that it shall use its best efforts to ensure that the Toll Authority Charter is not amended in a manner such that the revenue generated by the Toll Road would be used in a manner other than as set forth in the Toll Authority Charter as it was effective on the day immediately preceding the day GOK or a GOK Governmental Instrumentality replaced the Company in the Toll Authority Charter.

6.8.3 GOK covenants that on or prior to the end of the Concession Period and the transfer of the Toll Road Assets to GOK, it shall or shall cause its Governmental Instrumentalities to enter into a lease agreement with the Company effective as of the date of such transfer for the lease by the Company for a ninety-nine (99) year period of the portion of the Transferred Toll Road Assets consisting of Land (the "Leased Land") and to enter into any other agreements and deliver any other documents reasonably requested by the Company in connection with the Leased Land; such lease shall convey to the Company all rights to the Leased Land including all air rights, rights below the surface, easements and other such rights relating to the Leased Land other than the right-of-way for the running of the Toll Road. The Company shall pay an aggregate of Rs. 1 for all of the rights conveyed by such lease to Company for the duration of such lease. The entering into of such lease by the Company, on terms mutually agreed with GOK or a GOK Governmental Instrumentality shall occur prior to the obligation of the Company to transfer to GOK the Transferred Toll Road Assets.

S.K.

620

Expansion. The Company shall have the right, but not the obligation, in its sole discretion, to expand the Toll Road or any portion thereof from four (4) lanes (two lanes in each direction) to six (6) lanes (three lanes in each direction).

First Phase. The Parties agree that the Company will undertake the design and development of the Phase I Road as the initial work of the Infrastructure Corridor Project and the other components of such project will be commenced and completed as provided for herein.

Execution of Documentation. GOK and the Company shall execute such agreements, certificates, instruments and other documentation in order to give effect to the purposes of this Article 6.

ARTICLE 7. TOWNSHIPS.

Development. Each of GOK and the Company acknowledges and agrees that the industrial and commercial development of the Townships by the Company is an integral part of the Infrastructure Corridor Project and its goal of increasing and promoting industry, trade, commerce and tourism in Bangalore, Mysore and the Infrastructure Corridor. Accordingly, GOK will assist the Company in the manner contemplated herein so that the Company may develop the Townships in the manner described in the Infrastructure Corridor Project Technical Report and as authorized in the Government Order. The Company may deviate from the Infrastructure Corridor Project Technical Report in the development of the Townships within the applicable law to the extent such deviation is required to enable the Parties to realize the full benefits intended from development of the Infrastructure Corridor Project and with prior written approval of GOK, which approval shall not be unreasonably withheld by GOK.

Operation and Maintenance. GOK and the Company agree that the Company shall have the right to operate the Townships. The Company and GOK shall enter into an agreement negotiated in good faith by each for the operation and maintenance and in accordance with applicable laws. Notwithstanding the previous sentence, on the first anniversary of the Township Completion Date, the Company shall transfer to GOK the assets relating to the Townships set forth in Schedule 5 and the right of way over the Land that may be required with respect to such assets, but not including any ownership interest in any part of the Land (the "Transferred Township Assets") and shall assign the administration of such Townships to GOK or a GOK Governmental Instrumentality designated by GOK. GOK shall pay to the Company the sum of Rs. 1 for such Transferred Township Assets and shall assume all obligations relating thereto and to the administration of the Townships. GOK shall contract with the Company to provide to the Townships, after such assumption the utilities and amenities theretofore provided

S.K

Tg

296

by the Company or its Affiliates or to be thereafter provided for which the Company shall receive reasonable compensation agreed to by the Parties in good faith negotiation. GOK will indemnify and hold harmless the Company and its Affiliates and each of its and their respective directors, managers, officers, employees and agents from any and all expense, loss or claim relating to the Townships (or any asset or part thereof) and the administration, management and operation thereof arising in respect of any date on or after the date of such possession and assumption.

7.2.1 *Deliveries Upon Transfer.* Each Party shall deliver to the other Party all documents and things necessary to effect the transfer set forth above, including (i) the delivery by the Company of an agreement assigning and transferring the Transferred Township Assets, (ii) the delivery by GOK of an agreement in which GOK assumes all obligations of the Company relating to the Transferred Township Assets and the administration, management, operation and maintenance of the Townships after the date of such assumption and releases in full the Company and its Affiliates from all liability relating to the Transferred Township Assets and such administration, management, operation and maintenance after such date and (iii) the delivery by GOK to the Company of Rs. 1.

7.2.2 *Maintenance.* In connection with the transfer contemplated by this Paragraph 7.2, GOK will offer to the Company the right to provide all utilities and amenities to the Townships on terms mutually agreed upon by the Parties. The failure of the Parties to mutually agree to the provision of any such utilities or amenities will entitle GOK to contract the provision of such utilities or amenities with a third party, GOK or a ~~GOK Governmental Instrumentality on terms no more favourable than~~ those offered by GOK to the Company.

Construction Responsibilities. The Company shall assure that its construction, development and maintenance obligations in relation to each Township shall be performed in accordance with the provisions of this Agreement.

Completion of the Townships. Within 30 days of the completion of the full industrial, commercial and other development, including the services and businesses contemplated in Schedule 4, of the Townships (including sale by the Company of those parts of the Townships intended to be sold as part of the development of the Townships), the Company shall deliver a notice in writing to GOK with regard to such completion (the "Township Completion Notice"). The Company shall specify in such Township Completion Notice the date on which full development of the Townships was completed (the "Township Completion Date"). The parties understand that the Company will develop the Infrastructure Corridor Project in a coordinated manner in accordance with the

SK

R2

terms of this Agreement and that work at anytime may be conducted on all or any part of the Land with respect to the Toll Road, the Townships, the Water Supply Facilities, the Telecommunication Facilities, the Power Plants and the utilities and other supports ancillary thereto in furtherance of the Infrastructure Corridor Project. The basic infrastructure for the Townships will be substantially completed (i.e. minimal reasonable facilities that enable some people to be able to live in the Townships shall have been completed) within twelve (12) years from the date of the Toll Road Completion Notice. The Township Completion Date in no event shall be later than the date which is thirty (30) years from the date the Toll Road Completion Notice was or should or would have been delivered pursuant to the provisions of Paragraph 6.6.2 and clause (iii) of Paragraph 6.6.3.

Warranties The Company warrants to GOK that:

- 7.5 the Company will industrially and commercially develop the Townships so as to promote the industry, trade, commerce and tourism in such Townships as intended by the Infrastructure Corridor Project Technical Report;
- 7.5.2 all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as that required in connection with the development of the Townships will be exercised in the design of the Townships;
- 7.5.3 the developments in the Townships will, when completed, comply in all material respects with all applicable Laws of India;
- 7.5.4 the Townships will be developed using proven up-to-date good practices which are consistent with applicable Laws of India;
- 7.5.5 no goods or materials generally known to be deleterious or otherwise not in accordance with good engineering practice will be specified or selected by the Company or any one acting on its behalf and no goods or materials which, after their specification or selection by or on behalf of the Company but before being incorporated into the developments of the Townships, become generally known to be deleterious or otherwise not in accordance with good engineering practice, will be incorporated into the development of the Townships; and
- 7.5.6 it will obtain all necessary approvals from an appropriate GOK Governmental Instrumentality with regard to the Technical Requirements for the Townships.

S.K

G.L.

Execution of Documentation. GOK and the Company shall execute such agreements, Certificates, instruments and other documentation in order to give effect to the purposes of this Article 7.

ARTICLE 8 POWER PLANTS.

Power Plants. To the extent legally permissible, GOK authorizes and approves the construction by the Company of one or more Power Plants that will generate, transmit and distribute an aggregate of 400 megawatts of power. GOK and the Company acknowledge and agree that the construction of one or more Power Plants is necessary to meet the electricity needs of the Toll Road, the Townships, the Telecommunications Facilities, the Water Supply Facilities and the Waste Water Treatment Facilities. GOK will use its best efforts to cause or procure the issuance of all necessary approvals in accordance with applicable laws.

8 The Power Plants will use such fuels as is determined by the Company and approved by the relevant GOI Governmental Instrumentality. Such fuels may consist of, among others, coal, furnace, light, diesel and heavy fuel, oil, naphtha, low-sulfur heavy stock and natural gas.

8.1.2 The specification, design and construction of the Power Plants will be determined solely by the Company and will comply with the requirements of the relevant GOI Governmental Instrumentality, including the CEA Guidelines. GOK covenants that so long as the Power Plants meet or exceed the CEA Guidelines that, except as otherwise provided herein, it shall not impose any other requirements with respect to any aspect of the Power Plants.

8 3 The Company shall be responsible for obtaining all Approvals required by GOI or any GOI Government Instrumentality in connection with the Power Plants; GOK shall use all efforts requested by the Company to secure such permits and licenses.

GOK shall be responsible for granting all Approvals required under the laws of the State of Karnataka and local governments of such State in connection with the Power Plants; the Company shall use all efforts requested by GOK to secure such permits and licenses.

8. 5 The Company covenants that the tariffs it charges customers (other than GOK and KEB) for the power generated by the Power Plants shall comply with all requirements of the relevant GOI Governmental Instrumentality, including the CEA Guidelines; GOK on behalf of itself

>K

and KEB covenants that it will approve, if, as and when required, such tariffs in accordance with all applicable laws.

Excess Power. GOK covenants that it will use its best efforts to enter, or cause KEB to enter, into one or more Power Purchase Agreements for the sale of all Excess Power by the Company to KEB at reasonably negotiated rates that refer to, meet and comply with CEA Guidelines. The Power Purchase Agreement(s) shall include such terms and conditions that are ordinary and customary and recommended by the CEA Guidelines and shall be no less favourable to the Company than the terms and conditions of power purchase agreements theretofore entered into between GOK and/or KEB and other independent power producers.

Execution of Documentation. GOK and the Company shall execute such agreements, certificates, instruments and other documentation in order to give effect to the purposes of this Article 8.

ARTICLE 9. TELECOMMUNICATIONS.

General. GOK understands that the Company intends to set up the Telecommunications Facilities. In connection with the provision of such services, GOK shall use its best efforts to cause to be provided or performed:

- ~~9.1.1~~ all assistance required by the Company in obtaining all required Approvals from Governmental Instrumentalities to exclusively provide the telecommunications services contemplated by the Company;
- 9.2 all assistance required by the Company in negotiating with DOT or other international exchange provider and local exchange providers to connect and interconnect the Telecommunications Facilities to be developed by the Company with such exchanges; and
- 9.1.3 each of the other things necessary and requested by the Company for the completion of the Telecommunication Facilities.

Rates and Regulation. GOK understands that the rates the Company will charge for the telecommunication services contemplated hereunder will be governed by the rules and regulations of GOI, specifically through DOT. GOK covenants that it will not in any way interfere with such rate making process or impose or invoke its own rate making procedures with respect to the rendering of and charging for the telecommunication services.

Design and Construction The Company covenants to GOK that

S.K

- 9.3 all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as required in connection with the development of the Telecommunications Facilities will be exercised in the design of the Telecommunications Facilities;
- 9.3.2 the developments in the Telecommunications Facilities will, when completed, comply in all material respects with all applicable laws;
- 9.3.3 the Telecommunications Facilities will be developed using proven up-to-date good practices available at the date hereof which are consistent with applicable law; and
- 9.3.4 no goods or materials generally known to be deleterious or otherwise not in accordance with good engineering practice will be specified or selected by the Company or any one acting on its behalf and no goods or materials which, after their specification or selection by or on behalf of the Company but before being incorporated into the developments of the Telecommunications Facilities, become generally known to be deleterious or otherwise not in accordance with good engineering practice, will be incorporated into the development of the Telecommunications Facilities.

Execution of Document. GOK and the Company shall execute such agreements, certificates, instruments and other documentation in order to give effect to the purposes of this Article 9.

ARTICLE 10 WATER SUPPLY AND WATER TREATMENT

General. The Company may accept all or any portion of the secondary treated waste water to which it is granted access under Paragraph 3.7. Such secondary treated waste water will be made available to the Company at the facility of the Bangalore Water Supply and Sewerage Board near Kengeri. The Company will use such waste water only in accordance with applicable law. GOK will not interfere in any way with the Company's use of such waste water. GOK will allow the Company to make whatever interconnections to its sewage, drainage and waste water facilities that may be required to direct the waste water in the manner desired by the Company.

Waste Water Treatment Facility. GOK hereby consents and agrees to the building by the Company of the Waste Water Treatment Facility. GOK will use its best efforts to cause all Approvals required by the Company from GOK or a GOK Governmental Instrumentality to be granted, and will assist in obtaining all

S.K

R22

permits and licenses required by GOI and its Governmental Instrumentalities. The Company will reasonably assist as necessary in obtaining such Approvals. The Company will build the Waste Water Treatment Facility in accordance with applicable Laws of India.

Water Supply Facilities. GOK will allow the Company to make whatever interconnection, diversions and routings that may be required or necessary to divert the water from the Cauvery water allocation as contemplated by this Agreement, subject to the approvals of the relevant Governmental Instrumentalities; GOK shall use its best efforts to procure that such Governmental Instrumentalities issue and grant such approvals.

Execution of Documentation. GOK and the Company shall execute such agreements, certificates, instruments and other documentation in order to give effect to the purposes of this Article 10.

ARTICLE 11. CONSORTIUM.

Consortium Members Interest in the Company. The Company shall use its best efforts to ensure that the members of the Consortium holding a majority interest therein on the date hereof shall maintain, directly or indirectly, a collective 15% beneficial equity interest in the Company and a continued holding of management and/or controlling interest in the Company.

ARTICLE 12. TAXES.

Reduction and Elimination of State and Local Taxes : GOK shall extend, grant, award and/or make available to the Company and its Affiliates in connection with the Project or any Component thereof or asset related thereto the following concessions, incentives and holidays in respect of the state and local taxes, duties including stamp duties, registration fee, levies and conversion fine (collectively, the "Assessments") indicated below :

12.1.1 Each part of the Toll Road, the roads in the Townships and the public utilities and common facilities in the Townships shall be exempt from all state and local Assessments.

12.2 All Assessments that otherwise may be due with respect to any residential housing contemplated in the Townships shall be deferred until such time as each such residential housing or part thereof is sold

S.K

B.22

to public on prorata basis at the same rate as was originally would have been.

12.1.3 The minimum invoice value for application of the entry tax waiver shall be Rs.2,500,000, on a single invoice basis.

12.1.4 All Assessments shall be subject to CAP/Ceiling the amount of taxes to be paid on annual basis.

Period of Concession : Each of the concessions, incentives and holidays set forth in Paragraph 12.1 shall be valid and subsisting for the duration of the project/until such time as it is no longer applicable in connection with the project or any part thereof.

Assessments by KIADB and other Agencies : Each of the GOK and its Instrumentalities and the Company understand that the Company will develop the Infrastructure that will support the each of the Township at no cost to GOK and to its Instrumentalities and each accordingly agrees that it shall negotiate in good faith exemptions from Assessments levied by the KIADB and other such Government of Karnataka agencies/Instrumentalities.

Treatment as Infrastructure Project. GOK will use its best efforts to cause the Infrastructure Corridor Project to be classified as an industry in accordance with Package Scheme of Incentives and Concessions 1996 - 2001 of Karnataka State and thereby qualify and extend to the Company and the Infrastructure Corridor Project to all of the benefits, incentives and concessions available to such industry under such scheme. Any future taxes/concessions given by GOK for similar Projects and or Project Components would be applicable to this Project also. Each of the Components shall be construed as an integral part of such mega project.

Assistance to Company for Securing Exemptions: Upon the request of the Company, GOK shall use its best efforts to cause:

12.5.1 the Infrastructure Corridor Project to be qualified as an infrastructure project for central income tax purposes; and

12.5.2 to be granted to the Company all exemptions or holidays from liability for payment of taxes, duties and levies to the extent permissible under applicable Laws of India.

S.K.

C.L.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES.

The Company. The Company hereby represents and warrants to GOK that:

13.1 the Company is duly incorporated and validly existing under the applicable Laws of India;

13 the Company has requisite legal power and authority to carry on its business and to enter into, and perform its duties and obligations under, this Agreement;

13.1.3 this Agreement constitutes the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof;

13.1.4 the execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to the Company, its assets or its businesses, or (ii) the Company's Memorandum and Articles of Association or, to the best of its knowledge, any indenture, contract or agreement to which it is a party or by which it or its property may be bound;

13.1.5 there are no actions, suits or proceedings pending or, to the knowledge of the Company, threatened against the Company before any court, Governmental Instrumentality or arbitral tribunal that could reasonably be expected to affect materially and adversely the financial condition or operations of the Company or the ability of the Company to perform its duties and obligations under this Agreement; and

13.1.6 no representation or warranty made by the Company herein contains any untrue statement of material fact or omits to state a material fact necessary to make any statement made not misleading.

GOK. GOK hereby represents and warrants to the Company that:

13.2.1 GOK has requisite legal power, authority and resources to enter into this Agreement and perform or have its Governmental Instrumentalities perform its and their respective duties and obligations under this Agreement;

13.2.2 Agreement constitutes the legal, valid and binding obligation enforceable against GOK and GOK Governmental Instrumentalities in accordance with the terms hereof,

S.K.

T.22

304

- 13.2.3 there are no actions, suits or proceedings pending or, to the best knowledge of GOK, threatened against GOK or any GOK Governmental Instrumentality before any court, Governmental Instrumentality or arbitral tribunal that could reasonably be expected to affect adversely and materially the financial condition or operations of GOK or any GOK Governmental Instrumentality or the ability of GOK or any GOK Governmental Instrumentality to perform its duties and obligations under this Agreement;
- 13.2.4 the execution, delivery and performance of this Agreement have been duly authorized by all requisite action and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to GOK or any GOK Governmental Instrumentality that has obligations under this Agreement, their respective assets or its businesses, or (ii) GOK's or any GOK Governmental Instrumentality that has obligations under this Agreement's constitution or other organic documents or, to the best of its knowledge, any indenture, contract or agreement to which it is a party or by which it or its property may be bound;
- 13.2.5 no representation or warranty made by GOK herein contains any untrue statement of material fact or omits to state a material fact necessary to make any statement made not misleading; and
- 13.2.6 the grants and other rights given by GOK to the Company under this Agreement have not been given to any other Person and are not limited or restricted by any document, contract, agreement or Law of India, except as provided in this Agreement.

ARTICLE 14 LIABILITY AND INDEMNIFICATION

Liability with Respect to Third Parties

- 14 1. *Indemnification.* GOK hereby indemnifies, defends and holds harmless the Company, any Project Company and any Contractor and its and their respective Affiliates, directors, officers, employees and agents (each an "Indemnified Party") in respect of any claim, liability, cost, expense, loss or damage (including, legal fees) incurred in connection with or arising from any event or circumstance contesting any right, title or interest of the Company or any Project Company in or to any Land in the manner contemplated by this Agreement and from any breach of the

S.K

R.L.

representations, warranties, covenants and undertakings of GOK under this Agreement.

- 14.1.2 *Notification and Settlement of Claims.* In the event that any Indemnified Party receives notice of a claim from a third party in respect of which it is entitled to the benefits of an indemnity under this Paragraph 14.1, such Indemnified Party shall notify GOK within thirty (30) Days of receipt of such notice and shall not settle or pay such claim without the prior approval of GOK, such approval not to be unreasonably withheld or delayed. In the event that GOK wishes to contest or dispute such claim, it may conduct the proceedings in the name of such Indemnified Party, provided that the GOK shall be responsible to pay all costs and expenses of such Indemnified Party in connection with such claim.

ARTICLE 15 FORCE MAJEURE.

General: Except as provided herein, neither Party shall be responsible or liable for any failure or delay in complying with or performing its duties and obligations under this Agreement to the extent such failure or delay is due to one or more events of Force Majeure.

Consequences of Force Majeure. In the event of a Force Majeure causing a failure or delay in the compliance with or performance of any obligation of GOK or the Company under this Agreement, the period allowed for the compliance or performance by the Company or GOK, as the case may be, of such obligation shall be extended by the period of existence of any such event of Force Majeure, and in particular, the date on which the Transferred Toll Road Assets would otherwise have been transferred to GOK under this Agreement shall be extended to the extent necessary to compensate the Company for such delay, taking into account the demobilization and remobilization of personnel and the restoration of the Infrastructure Corridor Project to pre-delay condition.

Consequences of Governmental Force Majeure Prior to Initial Financial Closing.

In addition to any extension of time pursuant to Paragraph 15.2, in the event of a Governmental Force Majeure occurring prior to Initial Financial Closing, GOK shall pay to the Company Carrying Costs determined in accordance with Article 17 during the pendency of such Governmental Force Majeure. Also, in addition to the rights to such Carrying Costs and extension of time, the Company shall be entitled, at its option at any time during the pendency of such Governmental Force Majeure, to terminate immediately this Agreement in its entirety or with respect to any Component or Components and any other agreement entered into with GOK or any GOK Governmental Instrumentality in

SK

R22

connection with the Infrastructure Corridor Project or any Component by delivering a Notice to such effect to the GOK and exercise its right under Paragraph 16.7.

Consequences of Governmental Force Majeure After Initial Financial Closing. In addition to any extension of time pursuant to Paragraph 15.2, in the event of a Governmental Force Majeure occurring after Initial Financial Closing but prior to the end of the Concession Period and the transfer of Toll Road Assets by the Company to GOK, GOK shall pay to the Company Carrying Costs determined in accordance with Article 17 during the pendency of such Governmental Force Majeure. In addition to the rights to such Carrying Costs and extension of time, the Company shall be entitled, at its option at any time during the pendency of such Governmental Force Majeure, to terminate within 30 days or any such days as mutually agreed upon this Agreement, in its entirety or with respect to any Component or Components, and any other agreement entered into with GOK or any GOK Governmental Instrumentality in connection with the Infrastructure Corridor Project or any Component by delivering a Notice to such effect to GOK and exercise its rights under Paragraph 16.7. GOK shall be entitled within seven (7) Days of the receipt of such Notice to elect to either:

15.4. accept such termination by the Company by Notice to the Company, or

15.4.2 continue to pay to the Company Carrying Costs in accordance with Article 17 (it being agreed that in the event the Company shall not receive Notice within such seven (7) Days period from GOK, GOK shall be deemed to elect the option under this Paragraph 15.4.2).

In the event GOK accepts termination of this Agreement (or any portion thereof) pursuant to Paragraph 15.4.1, the Company may exercise its rights under Paragraph 16.7. In the event GOK elects to, or is deemed to elect to, pay Carrying Costs pursuant to Paragraph 15.4.2 and such election is in effect for a period of one year or more after the date of occurrence of the relevant Governmental Force Majeure, the Company at any time at its option may terminate this Agreement in its entirety or with respect to any Component or Components and any other agreement entered into with GOK or any GOK Governmental Instrumentality in connection with the Infrastructure Corridor Project or any Component by delivering a Notice to such effect to GOK and exercise its rights under Paragraph 16.7.

Notification Obligations. The Party claiming Force Majeure shall give Notice to the other Party with reasonable documentation evidencing the occurrence of any event of Force Majeure as soon as reasonably practicable, but not later than thirty (30) Days after the date on which such Party knew or could reasonably have known of the commencement of the event of Force Majeure.

S.K

Notwithstanding the above, if the event of Force Majeure results in a breakdown of communications rendering it not reasonably practicable to give notice within the said time, the Party claiming Force Majeure shall give such Notice not later than thirty (30) Days after the restoration of communications. The Party claiming Force Majeure shall give Notice to the other Party of (i) the cessation of the relevant event of Force Majeure, and (ii) the cessation of the effects of such event of Force Majeure on such Party as soon as practicable after becoming aware thereof.

Duty to Mitigate. The Party claiming Force Majeure shall use its reasonable efforts to mitigate the effects of any event of Force Majeure and the Parties shall cooperate in the development and implementation of a plan containing reasonable alternative measures to mitigate the effects of the event of Force Majeure; provided that no Party shall be required hereunder to settle any strike or other labor dispute it considers to be materially unfavorable or adverse to it or its financial condition.

ARTICLE 16. *DEFAULTS AND TERMINATION.*

Delay for Breach. In addition to the rights of the Company under Article 17, in the event of any breach by GOK of any of its obligations causing a delay in the performance or completion of any obligation of the Company under this Agreement, the period allowed for the compliance or performance by the Company of such obligation shall be extended as necessary in order for the Company to comply with or perform such obligation and, in particular, the date on which the Transferred Toll Road Assets would otherwise have been transferred to GOK under this Agreement shall be extended to the extent necessary to compensate the Company for such delay, taking into account the demobilization and remobilization of personnel and the restoration of the Infrastructure Corridor Project to pre-delay condition. In the event of any breach by the Company of any of its obligations causing a delay in the performance or completion of any obligation of GOK under this Agreement, the period allowed for the compliance or performance by GOK of such obligation shall be extended to the extent necessary in order for GOK to comply with or perform such obligation.

Company Events of Default. Upon the occurrence of any of the following events (each a "Company Event of Default") unless caused by a breach by GOK or any GOK Governmental Instrumentality of any of its obligations under this Agreement or any Project Contract to which it is a party, GOK may give a Notice of Default to the Company specifying in reasonable detail such Company Event of Default:

S.K.

- 16.2. the Company's breach of its material obligations or covenants under this Agreement with respect to the completion of the construction of the Toll Road;
- 16.2.2 the approval of a resolution by the shareholders of the Company for the winding up of the Company, except for the purpose of amalgamation, consolidation or reorganization; provided that the amalgamated, consolidated or reorganized entity, as the case may be, assumes the obligations of the Company under this Agreement and such amalgamation, consolidation or reorganization does not affect the ability of such entity to perform the Company's obligations under this Agreement;
- 16.2.3 the issuance by any court of an order for the winding up of the Company;
- 16.2.4 the declaration of insolvency or the appointment of a liquidator in a proceeding for the winding up of the Company after lawful notification and due hearing and exhaustion of all possible appeals, which declaration or appointment has not been set aside or stayed within sixty (60) Days thereof; or
- 16.2.5 the Company repudiates this Agreement

GOK Events of Default. Upon the occurrence of any of the following events (each a "GOK Event of Default") unless caused by a breach by the Company of any of its obligations under this Agreement or by the Company or a Project Company under a Project Contract, the Company may give a Notice of Default to GOK specifying in reasonable detail such GOK Event of Default:

- 16.3 the dissolution pursuant to Laws of India of any GOK Governmental Instrumentality party to a Project Contract or instrumental to the development, construction, implementation or operation of the Infrastructure Corridor Project or a Component unless such dissolution (x) is, in the sole discretion of the Company, in no way detrimental or adverse to the interests or rights of the Company or any Project Company or any of their Affiliates in or relating to the Infrastructure Corridor Project or detrimental or adverse to the development, construction, implementation or operation of the Infrastructure Corridor Project or (y) is in connection with the privatization or other restructuring of all or any substantial part of such GOK Governmental Instrumentality and: (i) GOK or any GOK Governmental Instrumentality's successor expressly assumes the obligations, duties and liabilities of GOK or any predecessor GOK

S.K.

R.

Governmental Instrumentality under such Project Contract or in connection with the Infrastructure Corridor Project or a Component; and (ii) GOK or any GOK Governmental Instrumentality's successor under such Project Contract is either the owner or operator of all or substantially all of the assets of the predecessor GOK Governmental Instrumentality and has the power, authority, resources and wherewithal to carry out the obligations of such predecessor GOK Governmental Instrumentality;

16.3.2 GOK's or any GOK Governmental Instrumentality's breach of any of its material obligations or covenants of under this Agreement or any Project Contract; and

16.3.3 GOK or any GOK Governmental Instrumentality repudiates this Agreement or any Project Contract.

16.4 In the event of any Company Event of Default described in Paragraphs 16.2.2, 16.2.3 or 16.2.4, the Company shall thereupon have one hundred eighty (180) Days to Cure such Company Event of Default. In the event of any Company Event of Default described in Paragraph 16.2.1, the Company shall thereupon have 180 Days to Cure such Company Event of Default, provided that a Company Event of Default described in Paragraph 16.2.1 relating to a breach of the Company's to a Cure period to be mutually agreed by the Parties, such period in no event to be less than 180 Days. There shall be no Cure period in respect of the Company Event of Default described in Paragraph 16.2.5.

16.4.2 In the case of any GOK Event of Default described in Paragraphs 16.3.1 or 16.3.2, GOK shall thereupon have sixty (60) Days to Cure such GOK Event of Default. There shall be no Cure period in respect of the GOK Event of Default described in Paragraph 16.3.3.

- 16.4.3 During the pendency of any default or Event of Default hereunder by either Party, GOK shall not (under any circumstance whatsoever) offer nor solicit any Person other than the Company to undertake any involvement with any aspect of the Infrastructure Corridor.

Rights and Remedies Upon an Event of Default or Upon Failure to Satisfy Conditions Precedent.

- 16.5.1 If a Company Event of Default has occurred and is continuing and the Company has not undertaken and completed a Cure within the period specified in Paragraph 16.4.1, GOK, in its sole discretion, may:

- 16.5.1.1 terminate this Agreement in the event such Company Event of Default materially affects the entire Infrastructure Corridor Project taken as a whole and integrated business as a going concern or that portion of this Agreement relates to a Component in the event such Company Event of Default materially affects such component as a going concern by delivering a Notice to such effect to the Company; and

- 16.5.2 exercise its purchase option in accordance with Paragraph 16.6.

- 16.5.2 If a GOK Event of Default has occurred and is continuing and GOK has not undertaken and completed a Cure within the period specified in Paragraph 16.4.2, the Company, in its sole discretion, may (without limitation to the Company's rights under Articles 17 and 18.1):

SK

16.5.2 terminate this Agreement in its entirety or with respect to any Component by delivering a Notice to such effect to GOK; and

16.5.2.2 exercise its sale option in accordance with Paragraph 16.7

16.6

Option to Purchase.

16.6 If because of a Company Event of Default, this Agreement (or a portion thereof) is terminated pursuant to Paragraph 16.5, GOK shall have the option to purchase from the Company or relevant Project Company at the Termination Purchase Price determined in accordance with Paragraph 16.8:

16.6.1 the entire Infrastructure Corridor Project, each as a going concern, in the event the entire Agreement is terminated and such Company Event of Default materially affects the Infrastructure Corridor Project taken as a whole and integrated business as a going concern, or

16.6.2 the relevant Component or Components as a going concern, to which such Company Event of Default relates, in the event a portion of the Agreement related to such component is terminated and such Company Event of Default materially affects such Component as a going concern.

16.6.2 The option under Paragraph 16.6.1 may be exercised by GOK at any time within sixty (60) Days after such termination upon Notice to such effect to the Company. Within sixty (60) Days after the determination of the Termination Purchase Price by the Appraiser in accordance with Paragraph 16.8, the Company and/or the relevant Project Company shall transfer and assign to GOK all of its rights, title and interest in the Infrastructure Corridor Project or such Component or Components, as the case may be, upon GOK's full payment of the Termination Purchase Price in immediately available funds. Such transfer and assignment shall be made by the Company on an "as is/where is" basis without representation or warranty by the Company of any kind as to any matter concerning the condition, operability, fitness or any other aspect of the Infrastructure Corridor Project or such Component or Components, as the case may be.

to 2y

312

16.6.3 In the event of the transfer of the Infrastructure Corridor Project or a Component, as the case may be, under Paragraph 16.6.2, GOK shall be responsible for all liabilities and obligations in respect of the Infrastructure Corridor Project or the relevant Component, as the case may be, that have accrued after the Transfer Date and the Company and the Project Companies shall be responsible for all liabilities and obligations in respect of the Infrastructure Corridor Project or the relevant Component, as the case may be, that have accrued prior to the Transfer Date. The Parties shall enter into and execute such agreements, documents and instruments necessary to give effect to and implement the terms of this Paragraph 16.6 and conduct in good faith discussions in connection therewith.

Option to Sell.

16.7 If this Agreement is terminated with respect to any Component or Components as a result of a GOK Event of Default pursuant to Paragraph 16.5.2.1 or Governmental Force Majeure pursuant to Paragraph 15.3 or 15.4 or pursuant to the circumstances provided in Paragraphs 16.12.2, 16.13 or 17.4, then the Company shall have the option and right to require GOK to purchase such Component or Components each as a going concern at the Termination Purchase Price determined in accordance with Paragraph 16.8.

16.7.2 If this Agreement is terminated with respect to the entire Infrastructure Corridor Project as result of a GOK Event of Default pursuant to Paragraph 16.5.2.1 or Governmental Force Majeure pursuant to Paragraph 15.3 or 15.4 or pursuant to the circumstances provided in Paragraphs 16.12.2, 16.13 or 17.4, then the Company shall have the option and right to require GOK to purchase the entire Infrastructure Corridor Project taken as a whole and integrated business as a going concern at the Termination Purchase Price determined in accordance with Paragraph 16.8.

16.7.3 The options under Paragraphs 16.7.1 and 16.7.2 may be exercised by the Company at any time within sixty (60) Days after such termination upon Notice to such effect to GOK. Within sixty (60) Days after the determination of the Termination Purchase Price by the Appraiser in accordance with Paragraph 16.8, the Company and/or the Project Companies shall transfer and assign to GOK all of its rights, title and interest in the Infrastructure Corridor Project or the relevant Component or Components, as the case may be, upon GOK's full payment of the Termination Purchase Price in immediately available

S.K

T22

funds/ Such transfer and assignment of the Infrastructure Corridor Project shall be made by the Company on an "as is/where is" basis without representation or warranty by the Company of any kind as to any matter concerning the condition, operability, fitness or any other aspect of the Infrastructure Corridor Project or such Component or Components, as the case may be.

16.7.4 In the event of the transfer of the Infrastructure Corridor Project or any Component to GOK as provided in Paragraph 16.7.3, GOK shall be responsible for all liabilities and obligations in respect of the Infrastructure Corridor Project or the relevant Component, as the case may be, that have accrued after the Transfer Date and the Company shall be responsible for all liabilities and obligations in respect of such of the Infrastructure Corridor Project or the relevant Component, as the case may be, that have accrued prior to the Transfer Date. The Parties shall enter into and execute such agreements, documents and instruments necessary to give effect to and implement the terms of this Paragraph 16.7 and conduct in good faith discussions in connection therewith.

16.7.5 In the event the Company does not sell any or all of the Power Plants to GOK pursuant to this Paragraph 16.7, the Company shall be entitled to Wheeling Rights and Banking from KEB on terms and conditions no less favorable than those available to any third party.

Termination Purchase Price.

16.8.1 Procedure for Determination of the Termination Purchase Price

16.8.1 Within 10 Days following an issue of a termination Notice pursuant to Paragraph 16.6.3 or 16.7.3, Paragraph 15.3 or 15.4 or Paragraph 16.12.2. or 16.13, the Company and GOK shall mutually appoint an Appraiser to carry out a determination of the Termination Purchase Price (the "Valuation"), provided that in the event that the Company and GOK cannot mutually agree on the appointment of the Appraiser within such 10 Days, the Parties hereby agree that either Party may at any time request Chairman / President, Institute of Chartered Accountants of India to appoint the Appraiser within 10 Days of such request being received by him. Such Appraiser shall be provided with all necessary data and information by each Party in order to carry out the Valuation.

S.K

P.L.

16.8 2 The Appraiser shall prepare the Valuation in accordance with the methodology described in Paragraphs 16.8.1 and 16.8.2. Throughout the process, the Appraiser shall consult with both Parties to update them and analyze any commentary they may have on the Valuation. The Appraiser shall complete the Valuation with forty-five (45) Days of the issue of appointment pursuant to Paragraph 16.8.1.1 and deliver a copy of the Valuation to both Parties, which Valuation shall, absent manifest error or fraud, be final and binding and shall not be open to dispute.

16.8.1.3 GOK and the Company may each submit promptly following the Transfer Date an adjustment to the other Party in line with normal industry practice for acquisitions to reflect differences between the assumptions used in the Valuation and the actual circumstances on the Transfer Date. Any dispute over such adjustment would be referred to the Appraiser, whose sole judgment shall, absent manifest error or fraud, be final and binding and shall not be open to dispute.

16.8.2 Calculation of the Termination Purchase Price

16.8.2 The general guidelines for determining the Termination Purchase Price shall be as follows:

- (i) The Termination Purchase Price will be stated in the Valuation in Rupees. If there is a movement of one percent (1%) or more between the Currency Exchange Rate used in the Valuation and the Currency Exchange Rate on the Transfer Date, then the Appraiser will update the Valuation and Termination Purchase Price promptly following the Transfer Date to reflect the Currency Exchange Rate on the Transfer Date and any difference will be included as a Post-Closing Adjustment with respect to the foreign exchange component of the Termination Purchase Price.
- (ii) The Valuation will be conducted on the assumption that this Agreement will continue in full force and effect until its natural expiration and that all other Project Contracts (whether or not such agreements are novated or assigned to GOK) will continue in full force and effect until their natural expiration. Furthermore, it will be assumed that for the purposes of the

J.K

K 12

Valuation that there is an end to any events of Force Majeure (other than Governmental Force Majeure) that led directly to the termination, as well as an end to any Governmental Force Majeure, whether or not such Governmental Force Majeure led directly to the termination.

- (iii) Any reduction to the value of any Component of the Infrastructure Corridor Project due to any Governmental Force Majeure, GOK Event of Default or Company Event of Default shall not be taken into account and the Termination Purchase Price shall be determined as if such Governmental Force Majeure, GOK Event of Default or Company Event of Default had not occurred.

16.8.2.2 For purposes of the sale option in Paragraph 16.7, the Termination Purchase Price shall be calculated by the Appraiser on the basis of the following formula:

- (i) if the event that gives rise to such sale option is an event of Force Majeure (other than any such event of Force Majeure that constitutes or may constitute a Governmental Force Majeure):

- This could result into two scenarios
 - Company would like to continue the project / component after the Force Majeure ceases.
 - Company does not continue with the project
- In the case of Company would like to continue the project
 - GOK to give tax exemption to the Company to off-set / restoration cost (which are not covered by Insurance)
 - GOK will extend various Franchise Concession Periods to restore viability of the project / components.
 - The extension will be mutually discussed with the Company

SK

S. J.

- In case the Company does not continue with the project / component :
- Company will have an option of finding a buyer of the incomplete project.
- In the event Company fails to find a suitable buyer, GOK will assist the Company by inviting offers through open bidding.
- The funds collected from the bidding process will be paid to the Company
- In the event GOK would like to retain and continue with the project
- GOK would pay to the Company proceeds of the bidding process OR Debt + Equity, whichever is higher.

Termination due to Government Force Majeure / GOK Event of Default

- Termination prior to completion of Phase-I Toll Road :

The Termination Purchase Price will be $\text{Equity} + \text{Debt} + 16\%$ Deemed Return after the taxes on Equity.

- Termination after completion of Phase-I Toll road :

Termination Purchase Price will be $(\text{Debt} + \text{Equity} + \text{PVFE}) \times 1.10$ minus estimated cost to complete the balance Toll Road.

Note There shall be no duplication of the estimated cost to complete the balance of the Toll Road.

16.8.2.3 For purposes of the purchase option in Paragraph 16.6, the Termination Purchase Price shall be calculated by the Appraiser on the basis of the following formula:

- If termination occurs prior to the completion of the Toll Road
 - Termination Purchase Price will be $\text{Equity} + \text{Debt} (-) \text{Cost given to the Third Party for completion of the Toll Road (as per clause 6.6.3)}$.
- Termination after the completion of the Toll Road

The Termination Purchase Price will be $\text{Equity} + \text{Debt}$

SK

22

16.8.2.4 For purposes of Paragraphs 16.8.2.2 and 16.8.2.3:

- (i) "Equity" means the aggregate amount of equity capital (including preference shares and any premium paid on shares) and reserves (except revaluation reserves) invested in the Infrastructure Corridor Project or the relevant Components, as the case may be, as of the date of termination;
- (ii) "Debt" means the aggregate amount of financing under the Financing Documents in respect of the Infrastructure Corridor Project or the relevant Components, including all current liabilities, as the case may be, as of the date of termination;

"PVFE" means the net present value of the future earnings the Infrastructure Corridor Project or the relevant Components, as the case may be, as determined by the Appraiser using a nominal discount rate (inclusive of inflation) based on the cost of equity of projects similar the Infrastructure Corridor Project or the relevant Components, as the case may be, taking into account the location and size of the Infrastructure Corridor Project or the relevant Components, as the case may be, the fact that the Company and the Project Companies are private companies without diversified portfolios of assets, the operating history (unless deemed not to be a reliable indicator of future performance, including reduced profitability as a result of the Event of Default or Governmental Force Majeure, or circumstances in Paragraph 16.12.2 or 16.13 as the case may be), the length of operating history, the earnings assumptions in the Infrastructure Corridor Project Technical Report and any other factors the Appraiser deems relevant and appropriate; provided that if the PVFE is less than zero it shall be deemed to be zero;

"Deemed return on Equity" means the percentage return that would be calculated on the equity to be included in the termination purchase price in addition to Debt and Equity. The deemed return would be

calculated as per the percentage specified in the formula for the period from the date of financial closure till the date of termination of the Agreement (in the event that termination occurs before completion of the Toll Road Phase I).

9. *Certain Obligations of the Company on Sale.* In connection with the purchase and sale of any Component or the Infrastructure Corridor Project pursuant to Paragraph 16.6 or 16.7, as the case may be, the Company and GOK shall execute and deliver, or cause to be executed and delivered any and all assignments of agreements, instruments, and papers and do or take, or cause to be done or taken, any and all other acts or things, as may be reasonably required, at GOK's expense, for the purpose of consummating such purchase and sale. GOK shall extend, at the request of the Company, permissible reasonable assistance for securing all permissions and approvals the Company may require for the full repatriation of the proceeds of the Termination Purchase Price subject to applicable taxes. The Company shall have the full right to enjoy and/or alienate any of the Components (or any asset thereof) which are not sold to GOK pursuant to this Agreement and GOK covenants that it shall not interfere with such enjoyment or alienation by the Company. Upon the written request of the Company, GOK shall at its expense execute and deliver, or cause to be executed and delivered to the Company, any and all assignments of agreements, instruments, and papers and do or take, or cause to be done or taken, any and all other acts or things, as may be reasonably required by the Company in order to fully enjoy and/or alienate such Components of the Infrastructure Corridor Project (or the assets thereof).

10. *Maintenance of the Infrastructure Corridor Project.* Pending the consummation of any sale of any part of the Infrastructure Corridor Project by the Company to GOK as contemplated hereunder, including the receipt of the purchase price in full, the Parties may agree that the Company shall use all reasonable efforts to continue the Infrastructure Corridor Project provided GOK compensates the Company at an agreed upon rate for such efforts.

Delay in Payment. In the event that the Termination Purchase Price is not received in full by the Company within the time permitted hereunder, then GOK shall pay to the Company on a monthly basis a delayed payment charge for each Day until paid in full on the unpaid portion of the Termination Purchase Price at a rate equal to the greater of the Prime Rate plus seven percent (7%) per annum calculated for each Month or the average monthly interest rate charged by the Company's Bank on working capital loans.

11. *Termination Upon Expiry of Term, Certain Events of Force Majeure*

16.12.1 *Termination On Expiration of Term.* This Agreement shall terminate on the Day no Party hereunder has any obligations under this Agreement.

6.13

Termination If Initial Financial Closing and Land Acquisition Does Not Occur.
If Initial Financing Closing has not occurred or all of the Land has not been acquired by the Company by the date which falls on the thirtieth (30th) month anniversary of the execution and delivery by all parties of the franchise agreement for the Toll Road for reasons other than a Company Event of Default, the Company in its sole discretion, unless the Parties otherwise agree, may terminate this Agreement in its entirety or with respect to any Component or Components by delivering Notice to GOK. If Initial Financial Closing does not occur because an approval set forth on Schedule 2 required from GOI has not been received, then the Company shall have the right to extend such deadline date and accordingly this Agreement will not be terminated (and no sale to GOK will occur or the Termination Purchase Price be payable). In the event this Agreement is so terminated, the Company shall receive from GOK the amounts and the right to exercise the sale option set forth in Paragraph 16.7.

ARTICLE 7. CARRYING COSTS.

7.1

In the event the occurrence of any Governmental Force Majeure, a GOK Event of Default or other breach by GOK of any of its obligations hereunder or a GOK Governmental Instrumentality Delaying Event delays the completion of the Infrastructure Corridor Project or any Component or Components, other than the housing within the Townships during the pendency or continuance of such Governmental Force Majeure, GOK Event of Default, breach or a GOK Governmental Instrumentality Delaying Event until the Company shall have terminated this Agreement in its entirety or in respect of such Component or Components, as the case may be, GOK shall pay to the Company, as Carrying cost for such delay and not as a penalty, an amount (the "Carrying Costs") equal to the aggregate, without duplication of any amount, of:

- 17 all costs and expenses that the Company and/or the relevant Project Companies incur arising from such delay in respect of the Infrastructure Corridor Project or such Component or Components, other than the housing within the Townships as the case may be;

S.K.

Page

7.1.2 all costs and expenses incurred by the Company and/or the relevant Project Companies in order to shut down and secure the operation in respect of such Component or Components as a result of such delay, other than the housing within the Townships as the case may be;

3 all costs and expenses incurred by the Company and/or the relevant Project Companies in order to start-up and restore the Execution of the Works after termination of such delay in respect of such Component or Components, other than the housing within the Townships as the case may be to pre-shut down status;

4 an amount of interest on the aggregate equity and debt capital invested in respect of or such Component or Components, other than the housing within the Townships as the case may be, or the Infrastructure Corridor Project computed for the period of such delay at a rate equal to (A) with respect to such equity, the Prime Rate and (B) with respect to such debt, the rate of interest with respect to such debt then in effect under the relevant Financing Documents;

7.5 an amount of interest in respect of the delay in generating earnings from the operation of the Infrastructure Corridor Project or such Component or Components, other than the housing within the Townships as the case may be computed at a rate equal to the Prime Rate; and

6 all costs and expenses reasonably incurred by the Company and/or the Project Companies in attempting to remedy such delay.

7.2 The Company and GOK hereby acknowledge and agree that the terms, conditions and amounts of the Carrying Costs are reasonable considering the actual costs that the Company will incur in the event of any delay referred to in Paragraph 17.1 and that the amount of the Carrying Costs are a genuine estimate as of the date hereof of the costs likely to be incurred and shall be applicable regardless of the amount of such costs actually incurred by the Company.

GOK shall pay the Carrying Costs required to be paid hereunder by allowing or permitting the Company or Affiliate(s) designated by the Company to reduce, by offset thereof and to the extent possible, Taxes [and Assessments] that are payable (the "Amounts due by the Company") by the Company or any Affiliate in connection with the Project or any part thereof or otherwise to GOK or any GOK Instrumentality. In the event the Carrying Costs due are greater than the amounts due by the Company, the Company and GOK shall discuss and resolve

how such excess shall be paid by GOK to the Company, including through Extension of the Concession Period. In addition, GOK shall allow the Company to charge higher tolls on the Toll Road to compensate the Company for any loss of revenue as a result of the event that gave rise to the requirement for GOK to pay the Carrying Costs, provided such increase is commercially feasible.

Carrying Costs shall be calculated as a minimum on an yearly basis and all the offsetting and or setoff against tax liabilities, negotiation for Extension of Concession Period and or enhancement of the Toll Revenue would be done on a annual basis.

In the event GOK is obligated to pay Carrying costs to the Company, GOK shall have the right to inspect the books and records of the Company solely for purposes of understanding the computation of the Carrying Costs by the Company.

Each of the Company and GOK shall use its best efforts to keep the other apprised of the status of the event or delay giving rise to the payment of the Carrying Costs.

ARTICLE 18. RESOLUTION OF DISPUTES.

Mutual Discussions. In the event of a Dispute, the Parties shall endeavor to resolve such Dispute by discussion in good faith in the first instance within thirty (30) Days of Notice of such Dispute.

Referral to the Expert. If any Dispute cannot be settled within such thirty (30) Day period and the Parties mutually agree in writing, such Dispute shall be referred to the Expert. If the Expert does not arrive at a decision within sixty (60) Days or if either Party does not accept the decision of the Expert, then either Party may, upon giving Notice to the other Party, refer the Dispute immediately for arbitration in accordance with Paragraph 18.3.

Arbitration

18.3.1 *Arbitral Disputes.* If the Dispute cannot be settled pursuant to Paragraph 18.1 and either the Parties do not mutually agree to refer the Dispute to the Expert or the Parties mutually agree to refer the Dispute to the Expert but either Party indicates that it does not accept the decision of

S.K

a 29

the Expert regarding the Dispute, then the Dispute shall be finally settled by binding arbitration under the provisions of Paragraph 18.3.2.

18.3.2 Arbitration Proceedings.

18.3.2.1 Rules of Arbitration. The Dispute shall be submitted to arbitration at the request of either Party upon written notice to that effect to the other Party (a "Notice of Reference") in accordance with the provisions of the UNCITRAL Rules for International Arbitration in force at the date of the Notice of Reference. Any arbitration pursuant hereto shall be an international arbitration conducted under the New York Convention of 1958, and shall not be deemed to be a domestic arbitration under the laws of India. The Arbitration and Conciliation Ordinance, 1996 (the "Ordinance") and any other Laws of India relating to arbitral proceedings shall not be applicable to this Agreement or to any arbitration proceeding, award or Dispute arising out of or in connection with this Agreement. Any decision or award of the arbitral tribunal shall be final and binding upon the Parties. The Parties hereto hereby waive any rights to appeal or to review of such award by any court or tribunal. The parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction. Any award rendered pursuant to arbitration hereunder shall be deemed to be and shall constitute a "foreign award" within the meaning of the Ordinance or any other Laws of India relating to foreign awards or arbitral awards. Any award given pursuant to an arbitration hereunder shall be governed by the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958.

18.3.2.2 Place of Arbitration. The place of arbitration shall be London, England, or any other place mutually agreeable by the Parties and the language of arbitration shall be English.

18.3.2.3 Arbitration Panel; Award. The arbitration will take place before a panel of three (3) arbitrators, or such lesser number as may be mutually agreed by the Parties. Each Party will appoint an arbitrator within (30) Days of the date of a request to initiate arbitration who will then jointly appoint a

SK

R 22

third arbitrator within thirty (30) days of the date of the appointment of the second arbitrator, to act as the Chairman of the Tribunal. If a Party does not appoint an arbitrator or if the first and second arbitrators cannot agree on a third arbitrator within the time limits set forth in the preceding sentence then such second or third arbitrator, as the case may be, shall be appointed by the Secretary General of the International Court of Arbitration of the Arbitration Institute of the International Chamber of Commerce in Paris, France, who shall serve as the appointing authority for all purposes.

18.4 *No Claim of Sovereign Immunity.* GOK unconditionally and irrevocably agrees that the execution, delivery and performance of this Agreement constitute commercial acts and that neither it nor any GOK Government Instrumentality is entitled to claim sovereign immunity in defense as against any of the rights or claims of the Company, in respect of adjudication, provisional remedy or execution proceedings.

18.5 *Continued Performance.* Except as otherwise expressly provided in this Agreement, during the pendency of any Dispute or any arbitration, the Parties shall continue to perform their duties and obligations under this Agreement; provided, however, that this Paragraph 18.5 shall not impair, affect or limit either Party's rights and remedies under Article 16.

ARTICLE 19. NOTICES.

19.1 *Generally.* All Notices hereunder to any Party shall be delivered personally or sent by registered or certified mail, facsimile, teletype or telegram to such Party at the address set forth below or such other address as may hereafter be designated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered or certified mail shall be deemed to have been received on the tenth Day following mailing; and notices sent by facsimile, teletypewriter or telegram shall be deemed to have been received one (1) Business Day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter.

324

(a) Notices to GOK, to:

Government of Karnataka

Represented by

Attention: Secretary, P.W.D.

Telex No.

Fax No. 080-2268986

Telephone No 080-2251548

(b) Notices to the Company, to:

G-1 Midford House

Midford Gardens

Off M.G. Road

Bangalore 560 001

India

Attention: Mr. Ashok Kheny

Telex No.:

Fax No. : 91-80-555-9998

Telephone No.: 91-80-555-9819

ARTICLE 20: ASSIGNMENT.

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

Permitted Assignment. This Agreement shall not be assignable by GOK without the prior written consent of the Company. This Agreement shall not be assignable by the Company without the prior written consent of GOK, which consent shall not be unreasonably withheld or delayed, except that:

S.K.

612

20.2.1 subject to Paragraph 20.3, this Agreement and any right, title or interest hereunder may be assigned by the Company without such consent to any Lender as security for the obligations of the Company to such Lender and to a Substituted Entity as provided in Article 21;

20.2.2 subject to Article 16 and Paragraph 20.3, any Component and any right, title or interest thereunder may be assigned by the Company without such consent to any Project Company, successor of the Company.

20.3

Lender Documents. In connection with any collateral assignment by the Company to a Lender as described in Paragraph 20.2.1, GOK agrees to execute and deliver an agreement consenting to such assignment to such Lender and such other documents, certificates or agreements that may be reasonably required by such Lender, substantially in the form and substance reasonably required by such Lender, including an opinion of counsel to GOK as to the due authorization, validity and enforceability of this Agreement and the agreement consenting to such assignment and such other matters as the Lender may reasonably request.

ARTICLE 21. SECURITY INTEREST.

21.1

Creation of Security. For the purpose of financing any Component of the Infrastructure Corridor Project (or any part thereof), the Company may assign or create security over its rights and interests under, to or in respect of any Component of the Infrastructure Corridor Project or asset thereof and/or any Project Contract to any Lender as may be required in accordance with the terms of the Finance Documents. Any Lender shall not be prevented or impeded by GOK or any GOK Governmental Instrumentality from enforcing such security in accordance with its terms and the rights of the GOK hereunder in respect of any Component of the Infrastructure Corridor Project or any asset thereof shall be subject to the rights of such Lender under the Finance Documents.

21.2

Substitution by Lenders.

21.2 Upon an acceleration of the amount outstanding under the Finance Documents following the occurrence of an event of default(s) thereunder, the Lenders shall have the right to nominate a Substituted Entity to replace the Company hereunder upon written notice thereof to GOK.

21.2.2 The Substituted Entity shall be required to provide evidence satisfactory to GOK that it is legally and validly constituted under the laws of India and it

S.K

G.L.

has the financial and technical capability sufficient to perform and assume the obligations of the Company under this Agreement.

ARTICLE 22. GENERAL CLAUSES.

Disclosure of Information and Right of Inspection. The Parties shall furnish to each other all information reasonably requested in regard to the performances of their respective duties and obligations under this Agreement in such manner and form as the Parties may mutually determine from time to time. The Company shall permit representatives of GOK to visit the Infrastructure Corridor Project on prior reasonable notice thereof, subject to the provisions of Paragraph 4.1.4.

Amendments and Supplements. All additions, supplements, amendments or variations to this Agreement shall be in writing and shall be signed by the duly authorized representatives of the Parties.

Entire Agreement. This Agreement, including all Schedules and Appendices hereto, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all previous oral or written agreements or understandings between GOK and the Company and the Consortium in respect of the Infrastructure Corridor Project.

Waivers.

22.4.1 No waiver by either Party of any default by the other in the performance of this Agreement (i) shall be effective unless recorded in a document duly executed by an authorized representative of such Party or (ii) shall operate or be construed as a waiver of any other or further default whether of a similar or different character.

22.4.2 The failure by either Party on any occasion to insist upon the performance of any of the terms, conditions or provisions of this Agreement shall not constitute a waiver. The grant of additional time or other indulgence by one Party to the other, or acceptance of any variation in performance, shall not constitute a waiver.

22.5 *Confidentiality.* Each Party shall hold in strict confidence all Confidential Information received by it from the other Party. The Party receiving such Confidential Information shall not publish or otherwise disclose or use the Confidential Information for its own purposes (otherwise than as may be required by it, its professional advisers, or potential lenders or investors to perform its obligations under this Agreement) and shall cause its directors, officers,

S.K

R.20

employees, servants, agents and contractors, to be similarly bound by this covenant.

22.6 *No Third Party Beneficiaries.* This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, standard of care with respect to, any liability to, or any right of suit or action in, any third party, other than the Lenders pursuant to Articles 20 and 21.

22.7 *Severability.* The declaration as void or unenforceable of any provision of this Agreement by any judicial authority or arbitration panel will not *ipso facto* render the remaining provisions of this Agreement void or unenforceable, unless the Parties in their discretion mutually decide that such declaration goes to the heart of this Agreement, in which event this Agreement may be terminated by the Parties and Paragraphs 16.5 or 16.6, as determined by the Parties, shall apply.

22.8 *Governing Law.* The execution, interpretation, construction and performance of this Agreement shall be governed by and construed according to the Laws of India except that provisions of Article 18 shall be governed and construed according to the laws of England. Arbitration

22.9 *Relationship of the Parties.* This Agreement shall not constitute either Party as a partner, agent or legal representative of the other Party. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind, expressed or implied, against, in the name of or on behalf of the other Party except in accordance with this Agreement or as may otherwise be agreed in writing by the Parties.

22.10 *Governing Language.* The language which governs the interpretation of this Agreement is the English language. All Notices required to be given by either Party to the other and all other communications and documentation which relate to this or the execution and implementation thereof, including any Dispute resolution proceedings, shall be in the English language.

22.11 *Exclusion of Implied Warranties, etc.* This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either of them not contained in a binding legal agreement executed by both Parties. Each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any warranty, condition, undertaking, agreement or representation so excluded.

22.12 *Counterparts.* This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.

S.K

P.L.

22 3 *Further Assurances.* Each Party agrees to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions and purposes of this Agreement.

22.14 *Survival.* Upon termination this Agreement, claim of amounts remaining due and payable and obligations of the Parties under the Articles 12, 13, 14, 17, 18 and 19, and Paragraphs 3.2.4, 3.2.5, 3.4.3, 3.4.4, 3.5.4, 3.7.1, 3.7.2, 3.7.3, 3.7.4, 3.8.1, 3.8.3, 3.8.4, 5.1.2, 5.2, 5.3, 5.4, 6.6.3.2, 8.1.2, 8.1.5, 9.2, 10.3, 16.5, 16.6, 16.7, 16.8, 16.9, 16.10, 16.11, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 22.10, 22.11, 22.14 and 22.15 and the parties rights and obligations to the extent accrued on the date of such termination and the rights and obligations relating to any indemnity provided shall survive in full force and effect.

22 *Best Efforts.* "means a commitment to pursue all legal avenues and conscientiously and diligently in order to accomplish the desired results. It is not a guarantee that the results will be reached but assures a procedure calculated to overcome known and foreseeable obstacles in a timely manner by exercising due diligence and good faith in an effort to accomplish the desired results".

All provisions of this Agreement requiring GOK to use its best efforts to cause a certain event to happen or occur or to do something shall be construed in this Agreement as requiring GOK to cause such event to happen or occur or be done to the extent such event may be caused to happen or occur or be done by GOK (and failure to so cause shall be an Event of Default hereunder) and to the extent such event is beyond GOK's ability to so cause, GOK shall use all reasonable endeavours to cause another person to cause such event to happen or occur or be done (the failure of such event to happen or occur or to be done shall be treated as a Governmental Force Majeure hereunder); all provisions of this Agreement requiring a GOK Governmental Instrumentality to cause or GOK to use its best efforts to cause a GOK Governmental Instrumentality to cause a certain event to happen or occur or to do something shall be construed in this Agreement as requiring GOK to extend and utilize its resources, abilities and authority and take all necessary steps possible under applicable law to cause such event to happen or occur to do such thing (the failure of such event to happen or occur or to be done (a "GOK Governmental Instrumentality Delaying Event") shall entitle the Company to Carrying Cost in accordance with Paragraph 17.1 and shall extend the time during which the Company must complete the various Components); and all provisions of this Agreement requiring GOK to use its best efforts to cause GOI or a GOI Governmental Instrumentality or some other Person to cause a certain event to happen or occur or to do something shall be construed in this Agreement as requiring GOK to extend and utilize its resources, abilities and

authority and take all necessary steps possible under applicable law to cause such event to happen or occur to do such thing (the failure of such event to happen or occur or to be done shall extend the time during which the Company must complete the various Components (as provided herein).

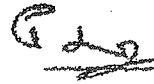
Any inability to achieve the result despite Best Efforts will not be treated as a default on part of the Government.

- 22.16 *Capitalization of the Company.* The capital structure of the Company, including the mix of debt/equity, shall conform with applicable laws.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

This Agreement contains Pages from to 73 and Schedule to 6

SECRETARY TO THE GOVERNMENT,
PUBLIC WORKS DEPARTMENT, STATE
OF KARNATAKA for and on behalf of
GOVERNOR OF KARNATAKA

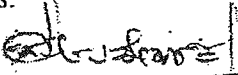
By: 

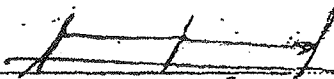
Name

Title:

3.4.1997

Witnesses:


Name (S. C. SOMASHEKARAPPA) 3.4.97


Name R. Tai Prasad 3.4.97
Chief Engineer,
National Highways,
Bangalore.

for NANDI INFRASTRUCTURE CORRIDOR
ENTERPRISES LIMITED

By: 

Name: SHIVKUMAR KHENY

Title: DIRECTOR

Witnesses:

1. 
Name : B.N. KALYANI

2. 
Name : PRADEEP BHARGAVA

331

SCHEDULE 1

Land

	TOTAL		TOTAL
	GOVT.	PVT.	(Acres)
Toll Road	1,499	5,500	6,999
Township 1	328	2,447	2,775
Township 2	614	1,222	1,836
Township 4	684	931	1,615
Township 5	2,592	90	2,682
Township 7	1,239	3,047	4,286
TOTAL	6,956	13,237	20,193

The figures noted above are approximates

S.K.

522

Approvals

The Company shall have received the required permissions, approval, sanctions and/or licences under the following acts and rules of GOI and GOK :

- Environment (Protection) Act, 1986 Section 3(1) and Section 3(2)(v).
- 2 Environment (Protection) Rules, 1986 Rule 5(3)(a)
- 3 Water (Prevention and Control of Pollution) Act, 1974 - Section 25
- 4 Air (Prevention and Control of Pollution) Act, 1981 Section 21
- 5 Clearance and confirmation from GOK that the Land does not contain reserve forest under the Forest (Conservation) Act, 1980 - Section 44 and Section 28.
- 6 Exemption under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 for holding land in the site falling within the Urban Agglomerations.
- Declaration by GOK under the appropriate Act and formation of Greenbelt.
- 8 Karnataka Stamp Act, 1957 - Section 9 in respect of stamp duty payable on the amounts secured any by mortgage deeds executed in connection with the Infrastructure Corridor Project.
- 9 Electricity (Supply) Act, 1948
- 10 Consent of the Telegraph Authority under Section 4 of the Indian Telegraph Act, 1985 and Part V of the Indian Telegraph Rules for the provision of telecommunication facilities.

Permissions approvals under the Foreign Exchange Regulation Act, 1973 for

- Offshore borrowings and debt servicing.
- Appointment of and payment to the foreign contractors.
- Purchase or lease of equipment supplies from abroad.
- Appointment of and payment to non-resident/foreign consultants, advisors and experts.
- Consent to remit dividends to non-resident shareholders.
- Consent for remittance to non-resident directors.
- Permission for creation of securities in favour of non-resident lenders.

- 12 Exemption under Section 9 of Karnataka Stamp Act for purchase of the Land.
- 13 Rural Development and Panchayat Raj
- 14 Applicable rules of the Irrigation Department of GOK.
- 15 Town & Country Planning Act, 1961
- 16 Karnataka Land Revenue Act and Rules, 1964 and 1965.

S.K

P. Lg

SCHEDULE 3

Acts and Enactments

- 1 Toll Authority Act
- 2 Karnataka Infrastructure Development Act
- 3 Karnataka Highways Act, 1964
- 4 Karnataka Industrial Areas Development Act, 1966

SCHEDULE 4

Bangalore-Mysore Infrastructure Corridor
Possible Business and Services

Power

Generation & Transmission
 Distribution & Metering

2 Water

Purification & Transmission
 Distribution
 Reservoirs

3 Sewage

Collection & Treatment
 Recycling & Selling the water
 Selling by-product

4 Tele-communication

Transmission & Switching
 Distribution in township

5 Expressway toll facilities

6 Restaurants and Gas Pumps

7 Interchange Plazas

8 Hospitals

9 Schools

Primary and High Schools
 Colleges

10 Hotels & Motels (Townships)

84

P 22

Real Estate

Commercial
Industrial
Housing
Municipal
Rental

12 Garbage

3 Cable TV

4. Parking Authority

15. Entertainment

Golf Course
Movie Theaters
Bars
Amusement Park

16 Marriage Mandaps

17 Temples and religious activities

18. Convention and Exhibition Centres

19. Land Management

20 Industrial Plants

21 Any other such business area which may emerge from time to time as permitted by law

SCHEDULE 5

Transferred Township Assets

1. Right of way relating to the public roads in the Townships other than the Toll Road
2. Buildings solely housing municipal offices
3. Fire Station and related fire fighting equipment
4. Police Station
5. Employment of such employee employed in connection with the civic operation of the Township as mutually agreed
6. Such other assets as may be mutually agreed between GOK and the Company

SK

R 22

SCHEDULE 6

Empowered Committee Members

	<u>Posting</u>	<u>Title</u>
	Chief Secretary	Chairman
2	Addl. Chief Secretary & Principal Secretary or his designated / nominated Officer - Finance	Member
3	Principal Secretary Commerce & Industries	Member
4	Principal Secretary Revenue Department	Member
5	Principal Secretary Housing Department	Member
6	Principal Secretary Urban Development	Member
7	Principal Secretary Forest, Environment & Ecology	Member
8	Principal Secretary Energy Department	Member
9	Secretary Law Department	Member
10	Secretary Public Works Department	Member
1	Secretary Infrastructure Development	Member
12	Chairman & Managing Director Karnataka State Industrial Investment & Dev. Corpn.	Member

339

50351

M/s King & Partridge

IN THE HIGH COURT OF KARNATAKA AT BANGALORE.

DATED THIS THE 21ST DAY OF SEPTEMBER 1998.

PRESENT

THE HON'BLE MR. JUSTICE ASHOK BHAN
AND

THE HON'BLE MR. JUSTICE S.R. VENKATESHA MURTHY.

WRIT PETITION NO. 29221 OF 1997.

BETWEEN

Sri. H.T. Somashekar Reddy,
S/o B.V. Thimmarayappa,
aged 64 years, Chief Engineer
(Retd.), No. 810, HAL II Stage,
Indiranagar,
Bangalore-8.

..Petitioner

(By Sri. M.P. Eswarappa, for
Sri. Ko. Channebasappa, Advocate)

And

1. The Government of Karnataka,
by its Secretary, Public Works
Department, M.S. Building,
Bangalore-1

2. Nandi Infrastructure Corridor,
Enterprises Ltd.,
No. 1, Midford House,
Midford Gardens,
M.G. Road, Bangalore-1

..Respondents

(R-1 by Sri. D'Sa, Government Advocate, R-2 by
Sri. R.N. Narasimha Murthy, Sr. Advocate, for M/s
King & Partridge, Advocates)

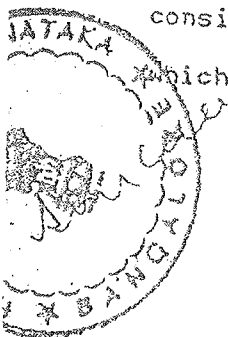
This petition is filed under Articles
226 and 227 of the Constitution praying to
quash agreement Annexure-'A' dated 3-4-1997.

This petition coming on for
pronouncement of order this day, ASHOK BHAN
J., made the following:

ORDER

This certificate copy contains 107 pages
and a court fee stamp of Rs. 110/- is affixed

15. Allegation that the agreement entered is opposed to the Constitution and the laws in force or that it is detrimental to the people of the area who are likely to be directly affected by the proposed project, has been denied. Allegation that it would result in disastrous consequences affecting agriculture, horticulture, environment and pollution control etc., is denied being baseless and vague. There is no wild life, forest on the alignment. The project provides for relief and rehabilitation package separately for the people affected in the area where Expressway and the townships are proposed. The project does not affect the citizens of Bangalore city as alleged. It is submitted respondent No.2 will augment independent sources of water supply electricity and other essential amenities at its cost. The project will help in decongesting the city by developing townships which will be self contained. The Expressway also contemplates high speed roads to connect North and South of Bangalore by the formation of peripheral Road to ease out the considerable heavy traffic and congestion which otherwise plies through the city. As a



342

1221

mega project like the Expressway involves considerable extent of land, answering respondent has agreed to provide the minimum extent of land required for the project partly out of the land owned by the State and by acquiring the balance. Second respondent will not only construct the proposed Expressway but also link roads, peripheral road, interchanges, Service Roads, toll plazas and Maintenance area etc., in addition to the townships. The townships can be developed by respondent No.2 only after express way is completed. Under clause 3.5.1 the Concession Period is 30 years initially and however extendable on mutual consent which the replying respondent may or may not extend since it is not obliged to extend the said period.

PARA 51

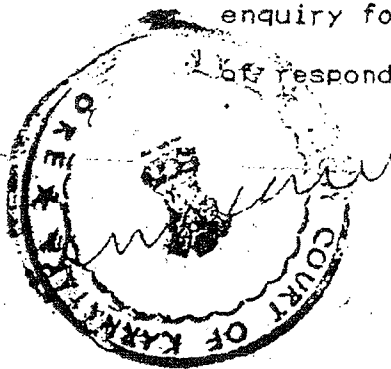
51. Under the Project respondent No.2 has to construct a 162 k.ms of road requiring 6999 acres, details of which are as follows:

1. Expressway - 111 k.ms
including interchanges toll
plazas etc., 4528 acres;
2. Peripheral road 41 k.ms
2193 acres;
3. Link road 9.8 k.ms
278 acres,
Totalling 6999 acres.

345

PARA 75.

75. As we do not find ourselves in agreement with the contentions raised by the petitioners, question of holding a C.B.I enquiry for any act of omission or commission of respondent No.2 does not arise.

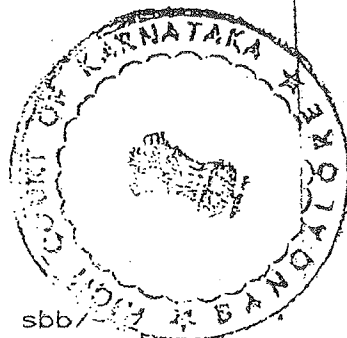


346.

/107/

76. For the reasons stated above, we do not find any merit in this petition and dismiss the same with no order as to costs.

Sd/- Judge



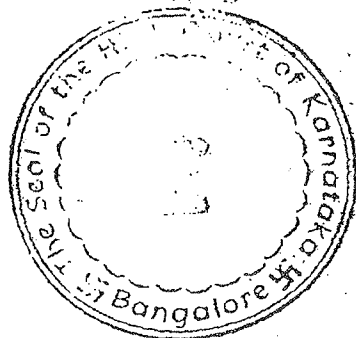
Sd/- Judge

COPY

BIC

B

Assistant Registrar
High Court of Karnataka
Bangalore-560 001



"TRUE COPY"

[Signature]
Section Officer
High Court of Karnataka
Bangalore-560 001

of the date on which the application was made 21/9/98
(b) the date on which charges and additional charges, if any are called for...
(c) the date on which the charges and additional charges if any are deposited...
(d) the date on which the copy is ready 16/10/98
(e) the date of notifying that the copy is ready for delivery...
(f) the date on which copy is delivered to the applicant 19-10-98
EXAMINED BY: *[Signature]*

**Inventory of the cases relating to BMICP filed before the
Hon'ble Supreme Court and High Court of Karnataka**

(As per the information furnished by the Administrative Department)

Sl. No.	Case No.	Name of the Parties	Nature of Claim	Disposal Date	Result
1	WP No.29221/1997	H.T.Somashekhar Reddy Vs. State of Karnataka	The legality of the Framework Agreement dtd:03.04.1997 was challenged.	21.09.1998	The Court upheld the legality of FWA.
2	Special Leave Appeal(Civil) CC No.1423/1999	H.T. Somashekhar Reddy Vs. Government of Karnataka	Judgment dtd:21.09.1998 i.e., H.T. Somashekhar Reddy's case was challenged in SLP.	26.03.1999	Dismissed (Reached finality due to the dismissal of SLP)
3	WP No.17823/1999	Suresh Heblikar -vs- State & ors	PIL filed to preserve the Gottigere tank and not to lay Ring Road bisecting the said tank (NICE not a party).	16.06.1999	Allowed
4	WP No.18825/2001	NICE Vs. Chief Secretary, Govt. Of Karnataka & Ors.		28.06.2001	Settled in Lok-Adalath. 5 acres 10 gunias of land at Avatahalli Vg owned by BDA required for formation

					24/8	of link road came to be settled through Lok Adalath.
5	WP Nos. i) 48229/2003 c/w ii) WP No.14694/2004 iii) WP No.5710/2009 iv) WP No.7067-17071/2008 v) 50163/2003 vi) 46316/2003 vii) 3232/2009 viii) 15624-15627/2008 ix) 6822-24/2009 x) 16043/2008 xi) 6821/2009 xii) 1348/2009	K.S. Jaiprakash Reddy & ors. Vs. State of Karnataka & ors.	To quash the Notifications regarding acquisition of lands and to strike down Act No.11/1997 wherein, certain provision of KIAD Act was challenged.	15.06.2011		Dismissed

6	WP Nos. i) 45334/2004(GM-RES-PIL), ii) 45386/2004(PIL-LA-KIADB) & iii) 48981/2004(GM-RES-PIL)	i) All India Manufacturers Organisation Vs. State of Karnataka & ors. ii) J.C. Madhuswamy iii) Dakshinamurthy	i) To direct the State to forthwith execute the BMICP in its entirety as held in WP No.29221/97. (Somashekar Reddy's case.) ii) To direct the CBI to conduct enquiry about acquisition of excess land. iii) To implement the BMICP within time limit.	03.05.2005	Allowed Dismissed With cost of Rs.50,000/- Allowed
7	i) WP No.17600/2004 c/w ii) 21233/2004 iii) 21883/2004	Nandi Infrastructure Corridor Enterprise Ltd. Vs. State of Karnataka & ors.	To quash Notifications dtd:03.02.2004; 10.09.2003; 11.05.2004 & 12.02.2004 wherein the State Government had proceeded to delete certain lands which were acquired for the project. (Acquisition Proceedings)	15.06.2011	Allowed
8	WA No.2728/2004(LA-KIADB)	The State of Karnataka Vs M.N. Harinath & ors.	Appeal filed to set aside the order dtd:12.01.2004 passed in WP No.48631-34/2003. (Acquisition proceedings)	24.06.2005	Dismissed as withdrawn
9	WA No.1078/2004	Karnataka Industrial Areas Development Board & anr. Vs. A. Narayan Reddy & anr.	Appeal filed to set aside the order dtd:29.01.2004 passed in WP No.48215/2003. (Acquisition proceedings)	24.06.2005	Dismissed as withdrawn

10	i) WA No.2835/2004 c/w ii) WA No.2562- 2569/2004, 2554- 2555/2004, 1853/2004, 1492/2004, 2570- 2575/2004, 840- 843/2004, 1358/2004 & 147-368/2004	Karnataka Industrial Areas Development Board & anr. Vs. Byya Reddy & ors.	Appeals filed to set aside various orders passed in various writ petitions(Acquisition Proceedings).	13.01.2005	Dismissed as withdrawn
11	WA Nos.466-468/2004 & WA No.1106- 1326/2004 c/w WA Nos.2727/2004, 2731/2004, 2732/2002, 2733/2004, 3299/2004, 3300-3306/2004, 3848- 3855/2004, 3801/2004 & 3805/2004	State of Karnataka Vs. K.P. Sachidananda & ors.	Appeals filed to set aside various orders passed in various writ petitions(Acquisition Proceedings).	13.01.2005	Dismissed as withdrawn
12	WA No.72/2004 c/w WA Nos.142-143/2004, 144- 145/2004, 369-455/2004, 460/2004, 484/2004, 495/2004, 496-499/2004, 503/2004, 668-681/2004, 682-688/2004, 708- 709/2004, 805/2004, 844-847/2004, 1359/2004, 1493/2004, 25-27/2004, 465/2004,	S.M. Mohan Rao Nadgir Vs. State of Karnataka & ors.	Appeals filed to set aside various orders passed in various writ petitions, wherein 40% of the land acquired for the project was quashed holding that there was no mention about public purpose in the acquisition proceedings.	28.02.2005	Writ appeals filed by NICE, NECEL & Indian Machine Tool Manufacturers Association are allowed, whereas writ appeals filed by the land

485/2004, 500-502/2004, 701-702/2004, 740- 742/2004, 712/2004, 713/2004, 2210/2004, 930-932/2004, 1584- 1585/2004, 2142/2004, 2242-2250/2004, 2288- 2289/2004, 2551- 2552/2004, 2556- 2561/2004, 2800/2004, 695-700/2004, 658- 667/2004, 1612- 1635/2004, 2036/2004, 704/2004, 705-706/2004, 3195-3201/2004, 3421- 3428/2004, 3326- 3327/2004, 3314/2004, 4375/2004, 981/2004, 4408/2004, 4620- 4621/2004 & 4698- 4699/2004				owners are dismissed.
13 Civil Appeal No.3492- 3494/2005 (Before Hon'ble Supreme Court)	State of Karnataka Vs. A. I. M.O. & others	Appeals were filed against a common judgment of High Court of Karnataka dtd:03.05.2005. (A.I.M.O., J.C. Madhuswamy & Dakshinamurthy's cases)	20.04.2006	Dismissed

14	i) WA No.1543/2005 c/w ii) WA Nos.1564, 1572, 1577, 1578, 1571, 1552, 1550, 1547, 1545, 1562, 1628, 1556, 1558, 1627, 1626, 1625, 1563, 1561 & 1560/2005	Nandi Infrastructure Corridor Enterprises Ltd. Vs. A.R. Chandrappa & ors.	To set aside the order dtd:18.12.2003 passed in WP Nos.41045-51/2003; WP No.35359/2003; 31574/2003; 37560-61/2003; 45194/2003; 45960-63/2003; 44768-769/2003; 40810-11/2003; 50125/2003 & 50605/2003; 31570-72/2003; 43138-39/2003; 43358-59/2003; 37571/2003; 44767/2003; 43168/2003; 48215/2003; 37708/2003; 36335/2003 (Acquisition proceedings)	29.06.2005	Allowed
15	Contempt Petition No.144/2006 Civil Appeal Nos.3492-3294/2005	Dakshinamurthy - vs- B.K.Das & ors	To implement the project as conceived, agreed and decided in the earlier cases.	21.07.2011 (Interim Order)	Pending. No lands shall be de-notified by the State Govt until further orders.
16	WP No.15814/2006	NICEL Vs. KSPCB & anr.	--	05.12.2006	Dismissed as withdrawn
17	i) CCC No.641/2006 ii) WP No.3568/2007 iii) WP No.17550/2006 iv) WP No.12607/2007	H.V. Vijayaraghavan & another Vs. Malathi Das & ors.	i) Contempt filed for disobeying order dated:18.11.2005 passed in WP No.20729/2003 ii) to quash the Government Order dtd:04.11.2006, wherein the alignment of the road near the Gottigere Tank in approved ODP was modified.	19.03.2009	Dismissed
18	WA Nos.385/2006(KLR-RR/SUR)	Nandi Infrastructure Corridor Enterprise Ltd. Vs. A.C. Ananthaswamy & ors.	Appeal filed to set aside the order dtd:24.02.2006 passed in WP No.33962/2001 (Quashing of the lease of lands bearing Sy. No. 47 of Pantharapalya Village).	15.06.2011	Allowed & G.O. dtd:04.11.2006 quashed Dismissed

19	WP No.6525/2006(GM-CPC)	Power Grid Corporation of India Ltd. & anr. Vs. Nandi Infrastructure Corridor Enterprises Ltd. & anr.	To quash the Proceedings in O.S. No.367/2006 (filed questioning the action of the Power Grid Corporation in constructing & erecting the transmission towers in the property which forms part of the Township of the project.	15.06.2011	Partly allowed holding that suit is maintainable but granting of injunction not permissible.
20	WP No.18143/2006	AIMO Vs. State & ors.	To direct the State to execute the BMIC Project.	08.04.2011	Dismissed as withdrawn
21	CCC No.787/2007 (Civil)	KSPCB -vs- NICE & ors	Petition was filed to initiate contempt proceedings against NICE for having violated order dtd:31.08.2007 passed by Karnataka State Appellate Authority (Water & Air Act) in Appeal No.4/2007).	17.04.2008	Dismissed
22	WP No. 7508/2007(GM-PIL)	NICEL Vs. KSPCB & anr.	To quash the order dtd:16.03.2006 passed by KSPCB withdrawing the consent for Establishment(CFE) granted to the Company on the ground of deviations and violations of the conditions of CFE.	10.05.2007	Partly allowed. Permission granted to execute the work in the undisputed area.
23	WP No.1989/2008	J.B. Suhail & anr. Vs. State & Ors.	To quash the Notification dtd:24.01.2003.	19.02.2010	Dismissed on the ground that similar writ petitions were dismissed on 11.02.2010

24	RFA No.565/2008	V. Krishnamurthy & anr. Vs. The State of Karnataka & ors.	Appeal filed against the judgment dtd:08.02.2008 passed in O.S. No.3859/2004 on the file of XXVII ACCJ, Bangalore.	15.06.2011	Dismissed
25	WP No. 1771/2009(PIL)	SUO MOTU Vs. Chief Secretary, Govt. Of Karnataka & Ors.	Suo Motu PIL filed based on letter dtd:08.01.2009 by MP and Former Prime Minister Sri. H.D. Devegowda.	02.02.2009	PIL closed by referring the said letter for inquiry by the Lokayuktha.
26	WP No. 14359/2009(GM-PIL)	KSPCB Vs. State & anr.	To quash the order on IA No.6 dtd:24.02.2009 passed in the Appeal No.4/2007.	03.07.2009	Disposed off directing the petitioner to dispose off the proceedings remitted in Appeal No.4/2007 and directing the 2 nd respondent not to put up construction in the disputed area.
27	WP No.573/2009(GM-RES-PIL)	V. Nagaraj Vs. State of Karnataka & ors.	To quash the Notification dtd:18.12.2008 & restrain the respondents from collecting tolls on the outer peripheral road and link road	02.02.2009	Dismissed
28	Civil Appeal No.12880/2009	V. Nagaraj -vs- State		10.10.2011	Dismissed

355

29	WP Nos. 37814-818/2009(LA KIADB)	S. Jagannath & ors. Vs. The Chief Secretary & ors.	To denotify the land.	15.06.2011	Dismissed. Disposed as barred by Res-judicata.
30	WP Nos. 34944-34946/2009(LA-KIADB)	K. Babu Reddy & ors. Vs. Government of Karnataka	To quash the Notifications dtd:02.06.1999; 08.04.2003 and the Mahazar dtd:15.11.2005	15.06.2011	Dismissed. Disposed as barred by Res-judicata.
31	WP Nos. 27788/2009(LA-KIADB)	C. Basavaraja Vs. State of Karnataka & ors.	To quash the Notifications dtd:19.12.1998; 08.05.2003; 30.03.2004 and the Mahazar dtd:15.11.2005	15.06.2011	Dismissed. Disposed as barred by Res-judicata.
32	WP Nos. 37819-821/2009(LA-KIADB)	K. Prabudeva & ors. Vs. The Chief Secretary & ors.	To denotify the lands.	15.06.2011	Dismissed. Disposed as barred by Res-judicata.
33	WP Nos. 22752-22761/2009 & WP Nos. 23223-224/2009(KLR-LG)	R. Jayanna & ors. Vs. State of Karnataka & ors.	To quash the Notification dtd:27.08.2002	08.04.2011	Dismissed
34	WP No. 34750/2009(LA-KIADB)	Ammayamma Vs. The Government of Karnataka & ors.	To quash the Notifications dtd:08.04.2003	15.06.2011	Dismissed. Disposed as barred by Res-judicata.

5

35	WP Nos.28674-75/2009(LA-KIADB)	Asha Manjunath & anr. Vs. Bangalore Mysore Infrastructure Corridor Project & ors.	To quash the Notifications dtd:16.10.2008; 04.11.2008 and declaration that the framework agreement of 1997 or KIADB has no authority to form road within the jurisdiction of BBMP.	15.06.2011	Dismissed
36	WA Nos.2988-2989/2009 c/w ii) 2982-2983/2009 iii) 2986-2987/2009	Government of India & anr. Vs. Nandi Infrastructure Corridor Enterprise Ltd. & ors.	Appeal filed to set aside the order dtd:11.06.2009 passed in WP Nos.9272/2009, 9907/2009 & 6820/2008	15.06.2011	Dismissed
37	WA No.3527/2009(LA-KIADB)	P. Parthasarathy Vs. The State of Karnataka & ors.	Appeal to set aside the order dtd:11.09.2009 passed in WP No.16801/2009.	15.06.2011	Dismissed
38	WA No.2866/2009 c/w ii) 2867/2009	M. Ponnuswami Vs. State of Karnataka & ors.	Appeals to set aside the order dtd:01.07.2009 passed in WP Nos.26064/2005 & WP No.26068/2005.	15.06.2011	Dismissed
39	WP Nos.25126-25127/2009(LA-KIADB)	Lakamma & ors. Vs. The State of Karnataka & ors.	To quash the Notifications dtd:02.06.1999 & 04.06.2009(Acquisition Proceedings)	15.06.2011	Dismissed
40	WP No.9800/2009(LA-KIADB)	Ratna Nagaraj Vs. State of Karnataka & ors.	To quash the Acquisition Proceedings.	15.06.2011	Dismissed as premature
41	i) WP Nos.13813-817/2009 c/w ii) 21427-431/2009	K. Karehanumaiah & ors. Vs. Government of Karnataka & ors.	Challenging the acquisition of lands vide Notifications dtd:24.01.2003, 29.01.2003 & 24.06.2003; implementation of the BMIC Project & Acquisition Proceedings.	11.02.2010	Dismissed on the ground of – res-judicata.

357

iii) 11227-228/2009 iv) 27565-569/2009 v) 26605-606/2009 vi) 26590-604/2009 vii) 15156/2005				
42	WP Nos. 5646-5648/2009(LA-KIADB)	D. Hanumantha Sa & ors. Vs. State of Karnataka & ors.	To quash the Notifications dtd:19.12.1998 & 08.05.2003.	03.03.2011 Dismissed
43	WP Nos. i) 3438/2010 ii) 22781-22792/2009 iii) 22794-22796/2009 iv) 22797-22818/2009	K. Sukumaran Vs. State of Karnataka & ors.	i) to delete the schedule land of the petitioner from acquisition and quash the Notifications dtd:02.06.1999; 08.04.2003; 13.07.1999; G.O.dtd:12.02.2004; Proceedings dtd:29.06.2006, 07.05.2008 & 05.08.2008 ii) to delete the schedule land of the petitioner from acquisition and quash the Notifications dtd:02.06.1999 ; 05.07.2003; Proceedings in LAC No.5/2007 iii) to delete the schedule land of the petitioner from acquisition and quash the Notifications dtd:02.06.1999 ; 05.07.2003; Proceedings in LAC No.213, 213(A)/2006 iv) to delete the schedule land of the petitioner	15.06.2011 Dismissed

6

			from acquisition and quash the Notifications dtd:02.06.1989 ; 29.01.2003; 05.07.2003; 08.04.2003;	
v) WA No.3880- 3891/2010			v) to set aside the order dtd:04.10.2010 passed on IA No.II/2010 & Misc.W 7060/2010 in WP No.22781-792/2009	
vi) WA No.3893- 3895/2010 c/w WA No.3149-3150			vi) to set aside the order dtd:04.10.2010 passed in IA No.III/2010 in WP No.22794-796/2009	
vii) WA No.3151- 3152/2010			vii) to set aside the order dtd:27.07.2010 passed in Misc.W 2539/2010 & Misc.W 2561/2010 in WP No.15641/2009	
viii) WA No.3153- 3154/2010 & 3219- 21/2010			viii) to set aside the order dtd:27.07.2010 passed in Misc.W 6796/2010 & Misc.W 6797/2010 in WP No.18216/2006	
ix) WA No.3498/2010			ix) to set aside the order dtd:27.07.2010 passed in Misc.W 2588/2010 & Misc.W 2562/2010 in WP No.1989/2008	
x) WP No.1989/2008			x) to quash the Notification dtd:24.01.2003; 29.01.2003; 24.06.2003 & 05.07.2003	
xi) WP No.18216/2006			xi) to quash the Notification dtd:24.01.2003; 29.01.2003 & 05.07.2003	

xii) WP No.15641/2009	xii) to quash the Notifications dtd:18.02.2003 & delete the extent of 3 acres 4 guntas in Survey No.3 as per the order in SCC 96/2007		
xiii) WP No.3957/2010	xiii) to quash the Notifications dtd:19.12.1998; 21.03.2009, the agreement dtd:14.10.1998 & the ODP dtd:12.02.2004		
xiv) WP No.23363/2009	xiv) to quash the Notifications dtd:19.12.1998; 21.03.2009, the agreement dtd:14.10.1998 & the ODP dtd:12.02.2004		
xv) WP No.11002-11012/2010 & 11013/2010	xv) to quash the Notifications dtd:19.12.1998; 21.03.2009, the agreement dtd:14.10.1998 & the ODP dtd:12.02.2004		
xvi) WA No.26/2011 & 138-146/2011 & 1560-1677/2011	xvi) to set aside the order dtd:19.11.2010 passed in WP No.23365-23491 & 23537/2009 & connected matters and restore WP No.23364/2009		
xvii) WA No.1314-1321/2011 & 1683-1782/2011	xvii) to set aside the order dtd:19.11.2010 passed in WP No.3958-4065/2010 & connected matters.		
44 WP Nos.11021-11024/2010(LA-KIADB)	To quash the Notifications dtd:02.06.1999 & 08.04.2003 (Acquisition proceedings).	15.06.2011	Dismissed
45 WP Nos.2187/2010(LA-KIADB)	To quash the Notifications dtd:05.07.2003	15.06.2011	Dismissed. Disposed as barred by Res- judicata.

46	WP Nos.28167-172/2010(LA-KIADB)	Arjun Bhai R. Patel & ors. Vs. State of Karnataka & ors.	To quash the Notifications dtd:02.06.1999 & 24.06.2003	15.06.2011	Dismissed as barred by Res-judicata.
47	WP No.31542/2010(LA-KIADB)	J.B. Venkatesh Vs. The State of Karnataka & ors.	To pay compensation.	15.06.2011	Allowed
48	i) WP No.16413/2010 & WP Nos.18796-18798/2010 c/w ii) WP No.28188-28189/2009 iii) WP No.22469-22483/2009 iv) WP No.14189-14210/2009 v) WP No.16779-16797/2009	Rama Adiga Vs. State of Karnataka & ors.	To quash the Notifications dtd:05.07.2003; 24.06.2003 (Acquisition proceedings).	15.06.2011	Dismissed

49	i) WA Nos.2867-2868/2010 c/w ii) WA No.2756-2757/2010 iii) WA No.2895-2896/2010 iv) WA No.858-859/2011	Nandi Economic Corridor Enterprises Ltd. Vs. State of Karnataka & ors.	To set aside the order dtd:19.10.2010 passed in WP No.13296-97/2009.	15.06.2011	Dismissed
50	WP Nos.10411-415/2010 & WP Nos.42443-449/2010(LA-KIADB)	B.R. Ramachandrappa & ors. Vs. Chief Secretary & ors.	To quash the Notification dtd:29.01.2003	03.03.2011	Dismissed
51	WP Nos.25331-25332/2010(LA-KIADB)	Mallappa & ors. Vs. The State of Karnataka & ors.	To denotify the land and quash Notification dtd:29.01.2003 and 05.07.2002.	15.06.2011	Dismissed
52	WP Nos.26669/2010 & WP Nos.26777-26783/2010(LA-KIADB)	Geetha S. Malli & ors. Vs. The State of Karnataka & ors.	To consider the representations dtd:01.02.2010 & 23.08.2010(Compensation)	15.06.2011	Dismissed (Disposed off)
53	WA Nos.470/2010(LA-KIADB) and WA Nos.472-478/2010 & 3846-3847/2010(LA-KIADB)	Nirmala Devi & ors. Vs. State of Karnataka & ors.	Appeals filed to set aside the order dtd:11.02.2010 passed in WP No.26590-604/2009.	23.11.2010	Dismissed
54	WA No.1050-1054/2010	K. Karehanumaiah & ors. Vs. State & ors.	Appeal to set aside order dtd:11.02.2010 passed in WP No.13813-817/2009.	16.11.2012	Dismissed

55	Contempt Petition No.139/2012 in Civil Appeal No.1215/2011	NICE -vs- S.V. Ranganath & ors. (Nagabhushana Vs. State) 2011(3) SCC	For committing contempt of judgment dated 2.2.2011 passed in Civil Appeal 1215/2011	13.07.2012	Dismissed
56	i) WP Nos.45085- 45086/2012 c/w ii) WP No.45151/2012 & iii) WP No.45088- 45089/2012	M/s Nandi Infrastructure Corridor Enterprise Ltd. & anr. Vs. State by Lokayuktha Police & anr.	To quash the complaint in PCR No.58/2012 pending on the file of XXIII ACCJ & SJ and the order passed therein	27.06.2013	Allowed
57	WP Nos.35638- 639/2012(LA-KIADB)	Nandi Infrastructure Corridor Enterprise Ltd. & anr. Vs. Government of Karnataka & ors.	To pay compensation and award to land losers.	29.11.2013	Allowed
58	WP Nos.37300- 301/2013(GM-Res.)	Nandi Infrastructure Corridor Enterprise Ltd. & anr. Vs. Bangalore Mysore Infrastructure Corridor Area Planning Authority & ors.	To quash the Decisions dtd:29.05.2012; 12.09.2012 & Communication dtd:27.06.2012 between respondents with respect to change of land use.	22.11.2013	Allowed
59	CCC Nos.398- 399/2015(Civil)	Nandi Infrastructure Corridor Enterprise Ltd. & anr. Vs. Sri. K. Narashimamurthy	To initiate contempt for violating order dtd:22.11.2003 passed in WP No.37300-301/2013.	03.06.2015	Dropped

60	WP Nos.9413-9414/2013(GM-Res.)	M/s Nandi Infrastructure Corridor Enterprises Ltd. & anr. Vs. Bangalore Mysore Infrastructure Corridor Area Planning Authority & anr.	To quash the Decision dtd:12.09.2012 with respect to change of land use.	25.10.2013	Allowed
61	WP Nos.37298-299/2013(GM-Res.) CCC No. 396-397/2015	Nandi Infrastructure Corridor Enterprises Ltd. & anr. Vs. Bangalore Mysore Infrastructure Corridor Area Planning Authority & ors.	To quash the Decisions dtd:29.05.2012; 12.09.2012 & Communications dtd:03.11.2012 & 15.11.2012 between respondents with respect to change of land use.	22.11.2013	Allowed
62	WP Nos.57249-57250/2013 (GM-RES) & WP Nos.57266-57267/2013 (GM-RES)	Nandi Infrastructure Corridor Enterprises Ltd. & anr. Vs. Bangalore Mysore Infrastructure Corridor Area Planning Authority & ors.	To quash the decision dtd:12.09.2012 & communication dtd:03.11.2012 with respect to change of land use.	16.12.2014	Dismissed as premature.

63	MISC.W.Nos.2538 & 2562/2010 in WP No.1989/2008 (LA-KIADB), MISC.W.Nos.2539 & 2561/2010 in WP No.15641/2009 (LA-KIADB), MISC.W.Nos.6796 & 6797/2010 in WP No.18216/2006 (LA-KIADB)	J.B. Suhail & anr. Vs. Government of Karnataka & Ors.	Land acquisition	27.07.2010 (Interim Order)	Dismissed.
64	WP Nos.28953-55, 29694-95, 36825/2003, 31570-72, 31574, 32691-92, 32762, 34462-68, 35332-34, 32996-99, 35337-42, 36335, 35359-63, 37571, 38472-85, 37708, 36351-97 & 37560-61, 29053, 34725-30, 40543-51, 40810-811, 44400-01, 43723, 41618, 43670-72, 44971, 43193, 44890, 45194, 45379-80, 45545-46, 44767, 41386, 43138-39, 44768-69, 45932-33, 45935-38, 45952-53,	K.P. Sachidananda Vs. State of Karnataka & Ors.	Acquisition Notifications were challenged.	18.12.2003	Disposed off. WP with respect to acquisition of land by State Government so far as it relates to formation of peripheral road, link road, service road, inter changes and ramps are concerned are dismissed.

365

46078 & 46228, 46238-39, 46251-52, 46261, 45960-63, 45093, 46385, 45774-75, 46069-71, 47299, 47491, 47492, 47517, 48322-345, 48519-20, 41045-51, 48256, 43168, 43363-64, 43399-401, 43721, 43724, 44494, 48908, 50125 & 50605, 49864-65, 49208, 43358-59/2003 (LA)		Notification u/s 28(4) of Act are quashed. If Nandi fails to execute the project in so far as it relates to the formation of peripheral road, link road, service road, interchanges and ramps concerned, the State Government is directed to resume the land without paying any compensation to Nandi & restore the same to land owners.
---	--	--

65	WA No.1192/2007	M. Nagabhushana Vs. State & Ors.	Praying to set aside the order dtd: 28.05.2007 passed in WP No.1028/2007	23.07.2010	Petition Dismissed. However Govt. Was directed to resume the land without compensation to NICE & to restore the land to the owners if the project company fails to execute the project.
66	WP No.13296- 13297/2009	H.K. Patahiraman & anr. Vs. State & Ors.	To quash the Notifications dtd: 02.06.1999 and 29.01.2003 (Acquisition Proceedings).	19.03.2010	Dismissed
67	WP No.11498/2005 (LA- BDA) c/w WP No.10800/2005	M/s. NICEL & M/s. NECEL V/s. Government of Karnataka Rep. by its Chief Secretary & Others	Acquisition proceeding	30.07.2008	
68	SLP (Civil) 1789/2009	M/s. NICEL & Others V/s. State of Karnataka & Others	PIL filed against judgment/orders passed by the Hon'ble High Court of Karnataka in writ petitions.		Pending
69	WP No.40503-04/2013 (GM-RES)	M/s. NICEL & Others V/s. BMICAPA	GM-RES WP concerning BMICP		Pending

70	SLA (Civil) No.1789 & 3312/2009 converted to Appeal Civil No.7765/2011 c/w Appeal Civil No.761/2013	M/s. NICEL Vs. The Chief Secretary, Government of Karnataka	SLPs filed against judgments/orders passed by the High Courts in writ petitions filed as PIL.	Pending
71	CCC No.615/2015 & 680/2015	NICEL Vs. A.L. Manjunath & anr.	Disobedience of order dtd:18.12.2014 in WP Nos.35638-39/2012.	
72	SLA(Civil) No.2263/2012	Vidya N. Sampangi Vs. NICEL & Ors.	Land Acquisition and Requisition Matters.	Pending
73	CCC 96/2007	M/s NICE Vs. P.B. Mahishi & Ors.	To implement the project.	Pending
74	CA 761/2013 (SLP 1420/2006)	Sarojini Vs. State of Karnataka & Ors.	Ordinary Civil matter	Pending
75	CA 762/2013	Manoranjitham Vs. State of Karnataka & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.	Pending
76	CA 953/2013	M/s. NICE Vs. Bhimachandra Education Trust & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.	Pending
77	CA 975/2013	M/s. NICE Vs. K. Sukumaran & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.	Pending
78	CA 768-775/2013	Geetha S. Malli & Ors. Vs. State of Karnataka & Ors.	Land Acquisition and Requisition Matters – matters challenging compensation.	Pending

79	CA 974/2013	Sheela. H Vs. State of Karnataka & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.		Pending
80	CA 982-997/2013	J.B. Sohail & Ors. Vs. State of Karnataka & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.		Pending
81	CA 969-973/2013	S. Jagannath & Ors. Vs. Chief Secretary to Government & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.		Pending
82	CA 8442/2014	K.S. Jayaprakash Reddy Vs. State of Karnataka & Ors.	Land Acquisition and Requisition Matters – matters challenging the Acquisition Proceeding.		Pending
83	i) CCC 265/2007 c/w ii) CCC 796/2007	V. Nagaraj & Ors. Vs. P.B.Mahishi Pramod Resident's Welfare Association Vs. M/s NICE & Ors.	Appeal from WP No.292221/1997 dated:21.09.1998		Post this matter after disposal of the matter pending before the Hon'ble Supreme Court.
84	WA 4861-62/2010	Sujatha Vijay & Ors. Vs. State of Karnataka & Ors.	Appeal from WP No.39277/2010 dated:15.12.2010	26.11.2014	Pending. Status-quo in respect of Land in question shall be maintained by all the parties.

85	WA 830/2010 c/w 4861/2010	Raja Datta Kumar Vs. State of Karnataka & Ors.	Appeal from WP No.15156/2005		Pending
86	WP 41824-25/2010	B.M. Sudarshan Vs. State of Karnataka & Ors.	Land Acquisition		Pending
87	WP 41923-24/2010	M. Prabhakar Vs. State of Karnataka & Ors.	Land Acquisition		Pending
88	WP 17839/2010	Chandrika & Ors. Vs. SLAO & Ors.	Land Acquisition		Pending
89	RP 264/2011	Sheela H. Vs. State of Karnataka & Ors.	Appeal from WP No.15641/2009 dated:15.06.2011		Pending
90	RP 278/2011	J.B. Sohail Vs. State of Karnataka & Ors.	Appeal from WP No.1989/2008 dated:15.06.2011		Pending
91	WP 13-14/2012 (GM- RES)	M/s. NICE Vs. Human Rights Commission, Bangalore			Pending
92	RFA 611/2012 (INJ)	Rangappa Beerannavar Vs. Special Land Acquisition Officers & Ors.	Appeal from O.S. No.4273/2009 of XXVII ACCJ, Bengaluru, dated:30.03.2012		Pending
93	WP 9279/2013	L. Muniyappa & Ors. Vs. State of Karnataka & Ors.	Land Acquisition (Appeal from CI 196/198, dated:19.12.1999)		Pending

94	WP 723/2014	Mahammad Abdul Khareem Faisal Vs. State of Karnataka & Ors.	Land Acquisition		Pending
95	WP 50634-636/2014	P. Manjunatha Reddy Vs. KIADB & Ors.	Land Acquisition. Appeal from BMICPLLA No.290/2013 dated:10.12.2013(Special Land Acquisition Officer)		Pending
96	WP 53281/2014	Channabasavana Gowda & Ors. Vs. Chief Secretary to Government of Karnataka	Land Acquisition. Appeal from CISPQ No. 196/98 dated:02.06.1999 & SPQ No.196/98 dated:08.04.2003 (Special Land Acquisition Officer)		Pending
97	WP 23979-23980/2014	B.C. Nagarathnamma Vs. State of Karnataka & Ors.	Land Acquisition.		Pending
98	WP 38480/2014	Lakshmikpathi Babu Vs. SLAO & Ors.	Land Acquisition. Appeal from CISPQ No. 196/98 dated:27.10.1998		Pending
99	WP 45268/2014	N.R. Shivakumar Vs. Special Land Acquisition Officers & Ors.	Land Acquisition. Appeal from WAKAI No. 196/98 dated:08.05.2003		Pending
100	CCC (Civil) No. 1663-1664/2014	M/s. NICE & Ors. Vs. Special Land Acquisition Officers-1, KIADB (BMICP)	Appeal from WP No.35638/2012, dated:29.11.2013	21.01.2015	Dismissed (withdrawn)

* * * * *

STATEMENT SHOWING THE TARGETS FIXED IN THE FRAME WORK AGREEMENT TO IMPLEMENT THE PROJECT

Sl.	Components of BMIC Project	Implementing Agency as per Assignment Agreement	Target earmarked as per FWA dated 3-4-1997	Target revised as per supplementary FWA dated 6-10-1999	Target achieved by NICEL/NECEL
1	2	3	4	5	6
A. TOLL ROAD					
I	Phase I Road shall be				
	(a) the 9.8 kilometer ground level of the Link Road on the Bangalore side; and (b) the 3 kilometer southern section of the Outer Peripheral Road, to connect the starting point of the expressway at Bangalore (km1) with SH 17.	M/s. NECEL	Within five (5) Years of the date of initial Financial Closing and satisfaction of all the conditions precedent in Paragraph 2.1.1	Within eight (8) years of the date of initial Financial closing and satisfaction of all the conditions precedent in Paragraph 2.1.1 - with the first milestone achievement of the first phase of the road in the first 5 years.	M/s. NECEL has not completed this portion of the Project as per Technical Requirements under FWA (cement concrete road). Further, NECEL has not constructed any Service area and maintenance area as required under FWA & undertaking given by M/s. NICEL before HCK in Somashekar Reddy's case. However, only components (a) and (b) Phase I and (a) of Phase II mentioned at Column (2) herein are constructed as bituminous road. With regard to the component (b) of Phase II only 4.5 kms of bituminous road is constructed.
II	Phase II Road shall be				
	(a) the remaining 38 kilometer southern section of the Outer Peripheral Road; and (b) the 13 kilometer section of the expressway from Bangalore (km 1) to Bidadi (km 12)	M/s. NECEL	Within three (3) Years of the completion of the Phase I Road as set forth in the Phase I Road Completion Notice and satisfaction of all the conditions precedent in Paragraph 2.1.1		

1	2	3	4	5	6
III	Phase III Road shall be the 24 kilometer section of the expressway from Bidadi (km 12) to Channapatna (km 36)	M/s. NICEL	Within two (2) years of the completion of Phase II Road as set forth in the Phase II Road Completion Notice and satisfaction of all the conditions precedent in Para 2.1.1	Within ten (10) years of the date of initial Financial closing and satisfaction of all the conditions precedent in Paragraph 2.1.1.	Not yet commenced. M/s. NICEL does not furnish any design & engineering structures of this portion for approval of PWD or competent authority
IV	Phase IV Road shall be the 69 kilometer section of the expressway from Channapatna (km 36) to Srirangapatna (km 105)	M/s. NICEL		Within ten (10) years of the date of initial Financial Closing and satisfaction of all the conditions precedent in Paragraph 2.1.1	-do-
V	Phase V Road shall be:				
	(a) the Link Road on the Mysore side; and	M/s. NICEL			-do-
	(b) the 6 kilometer section of the expressway from Srirangapatnam (km 105) to Mysore (km 111)	M/s. NICEL			-do-
VI	Phase VI Road shall be the 3.10 kilometer elevated section of the Link Road on the Bangalore side.	M/s. NICEL			-do-

B. TOWNSHIPS				
1. Township- 1	M/s. NICEEL	The basic infrastructure for the townships will be substantially completed (i.e. minimal reasonable facilities that enable some people to be able to live in the Townships shall have been completed) within twelve (12) years from the date of the Toll Road completion notice. The township completion date in no event shall be later than the date which is thirty (30) years from the date the toll road completion notice was or should or would have been delivered pursuant to the provisions of paragraph 6.6.2 and clause(iii) of paragraph 6.6.3.	Same as at column (4) herein	GOK issued final notification under section 28(4) of KIAD Act. M/s. NICEEL failed to pay compensation as per price fixed by the Price fixation committee and hence Pvt. land is not handed over so far. However, 481 acres of Govt. land already handed over long back during 1999.
2. Township- 2	M/s/ NICEEL			Preliminary Notifications issued by GOK under section 28(1) of KIAD Act. But M/s. NICEEL has not come forward to completion of acquisition proceedings. Hence, this is not achieved so far.
3. Township-4				
4. Township-5				
5. Township-7				

29

SL. no: 18

ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ

ಎಂ. ಬಿ.ಎಂ.ಎಸ್.ಎಲ್/ಎಲ್.ಎಸ್.ಎಲ್/ಸಿಆರ್/57/14-15

ವಿಶೇಷ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕಛೇರಿ

ಕೆ.ಎ.ಡಿ.ಬಿ (ಬಿ.ಎಂ.ಎಸ್.ಎಲ್), 1ನೇ ಮಹಡಿ,
ಮಹರ್ಷಿ ಅರವಿಂದ ಭವನ, ನೃಪತುಂಗ ರಸ್ತೆ,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 21.09.2014

ಕೆ.ಎ.ಡಿ.ಬಿ (ಬಿ.ಎಂ.ಎಸ್.ಎಲ್) ಯೋಜನೆಯಲ್ಲಿ ಕಾರ್ಯನಿರ್ವಹಿಸಿದ ವಿಶೇಷ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ

ಹೆಸರುಗಳು ಮತ್ತು ಅವಧಿ

ಕ್ರ.ಸಂ.		ಇಂದ	ವರೆಗೆ
1	ಶ್ರೀ ಎಸ್. ಅನೀಸ್ ಸಿರಾಜ್ ಕೆ.ಎ.ಎಸ್.	18-01-1997	15-09-2004
2	ಶ್ರೀ ಬಿ.ಸಿ. ಚಂದ್ರಶೇಖರ್ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	15-09-2004	10-11-2004
3	ಶ್ರೀ ಟಿ.ಸಿ. ಕೃಷ್ಣಸ್ವಾಮಿ ಕೆ.ಎ.ಎಸ್.	10-11-2004	21-02-2007
4	ಡಾ. ರಾಮೇಗೌಡ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	21-02-2007	23-04-2008
5	ಶ್ರೀ ಬಿ.ಎಂ. ವಿಜಯಶಂಕರ್ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	23-04-2008	28-07-2008
6	ಶ್ರೀ ಕೆ.ಸಿ. ಶಿವಶಂಕರ್ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	28-07-2008	18-12-2008
7	ಶ್ರೀ ಟಿ.ಪಿ. ಮುನಿನಾರಾಯಣಪ್ಪ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	18-12-2008	31-12-2008
8	ಶ್ರೀ ಎಂ.ಆರ್. ಹಿರೇಮಠ್ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	31-12-2008	29-09-2010
9	ಶ್ರೀಮತಿ ಆರ್. ಲತಾ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	29-09-2010	14-10-2010
10	ಶ್ರೀ ಅಬ್ದುಲ್ ಖಯ್ಯೂಂ ಕೆ.ಎ.ಎಸ್.	14-10-2010	31-05-2011
11	ಶ್ರೀ ಬಿ. ಹೀರಾ ನಾಯ್ಕ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	31-05-2011	21-12-2011
12	ಶ್ರೀ ಪಿ. ಪಸಂತಕುಮಾರ್ ಕೆ.ಎ.ಎಸ್.	21-12-2011	02-01-2013
13	ಶ್ರೀ ಬಿ. ಹೀರಾ ನಾಯ್ಕ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	02-01-2013	29-05-2013
14	ಡಾ. ವೆಂಕಟೇಶಯ್ಯ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	29-05-2013	02-09-2013
15	ಶ್ರೀ ಚಿಕ್ಕಮುನಿಯಪ್ಪ ಕೆ.ಎ.ಎಸ್. (ಪ್ರಭಾರ)	02-09-2013	01-10-2013
16	ಶ್ರೀಮತಿ ಎಸ್. ರಮ್ಯಾ ಕೆ.ಎ.ಎಸ್.	01-10-2013	ಈ ದಿನದವರೆಗೆ

ವಿಶೇಷ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು

ಕೆ.ಎ.ಡಿ.ಬಿ (ಬಿ.ಎಂ.ಎಸ್.ಎಲ್), ಬೆಂಗಳೂರು

ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ



ಸಂ.ಬಿಎಂಐಸಿಪಿ/ಎಲ್‌ಎಕ್ಯೂ(1)/ಸಿ.ಆರ್./ 178 /2014-15

ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು-1 ರವರ ಕಛೇರಿ

ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ (ಬಿಎಂಐಸಿಪಿ), 1ನೇ ಮಹಡಿ

ಮಹರ್ಷಿ ಅರವಿಂದ ಭವನ, ನೃಪತುಂಗರಸ್ತೆ,

ಬೆಂಗಳೂರು-1 ದಿನಾಂಕ: 22.09.2014

ಗೆ:

ವಿಶೇಷ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು

ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ. (ಬಿ.ಎಂ.ಐ.ಸಿ.ಪಿ.)

ಅರವಿಂದ ಭವನ, ನೃಪತುಂಗ ರಸ್ತೆ,

ಬೆಂಗಳೂರು.

ಮಾನ್ಯರೇ,

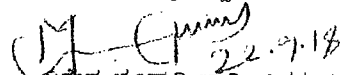
ವಿಷಯ : ಸದನ ಸಮಿತಿಗೆ ಮಾಹಿತಿ ಒದಗಿಸುವ ಬಗ್ಗೆ

- ಉಲ್ಲೇಖ : 1. ವಿಶೇಷ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ. (ಬಿಎಂಐಸಿಪಿ) ಬೆಂಗಳೂರು ರವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಬಿಎಂಐಸಿಪಿ/ಎಲ್‌ಎಕ್ಯೂ/ಸಿಆರ್ 57/2014-15, ದಿನಾಂಕ: 16.09.2014.
2. ಸಹಾಯಕ ಕಾರ್ಯದರ್ಶಿಗಳು (ಆಡಳಿತ), ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ ರವರಿಗೆ ಈ ಕಛೇರಿಯಿಂದ ಬರೆದಿರುವ ಪತ್ರದ ಸಮ ಸಂಖ್ಯೆ ದಿನಾಂಕ: 16.09.2014.
3. ಸಹಾಯಕ ಕಾರ್ಯದರ್ಶಿಗಳು (ಆಡಳಿತ), ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ ರವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಕೆ.ಕೈ.ಪ್ರ.ಮಂ/ಕೇಂಕ/ಆಡಳಿತ/8068/2014-15, ದಿನಾಂಕ: 18.09.2014
4. ಈ ಕಛೇರಿ ಪತ್ರದ ಸಮ ಸಂಖ್ಯೆ ದಿನಾಂಕ: 20.09.2014.

ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟಂತೆ, ಉಲ್ಲೇಖ (1) ರ ಪತ್ರವನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ಈ ಕಾರ್ಯಾಲಯದಲ್ಲಿ 1995 ರಿಂದ ತಹಲ್‌ವರೆವಿಗೂ ಕಾರ್ಯನಿರ್ವಹಿಸಿದ ಅಧಿಕಾರಿಗಳ ಹೆಸರು ಮತ್ತು ಅವಧಿಯ ವಿವರವನ್ನು ಸಲ್ಲಿಸುವಂತೆ ಸೂಚಿಸಿರುವ ಮೇರೆಗೆ, ಉಲ್ಲೇಖ (2) ರ ರೀತ್ಯ ಮಂಡಳಿ ಸಹಾಯಕ ಕಾರ್ಯದರ್ಶಿಗಳಿಗೆ ಪತ್ರ ಬರೆದು ಕೂಡಲೇ ಮಾಹಿತಿ ನೀಡುವಂತೆ ಕೋರಲಾಗಿದೆ. ಉಲ್ಲೇಖ (3) ರ ರೀತ್ಯ ಮಾಹಿತಿಯನ್ನು ಪಡೆಯಲಾಗಿದ್ದು ಅಪೂರ್ಣವಾಗಿರುತ್ತದೆ. ಆದಾಗ್ಯೂ, ಈ ಕಛೇರಿಯಲ್ಲಿ ಇರಿಸಿರುವ ನಾಮಫಲಕವನ್ನು ಗಮನಿಸಿ ಉಲ್ಲೇಖ (4) ರ ರೀತ್ಯ ಈಗಾಗಲೇ ತಮಗೆ ಸಲ್ಲಿಸಲಾಗಿದ್ದ ವಿವರವನ್ನು ಪರಿಷ್ಕರಿಸಿ ಈ ಕೆಳಕಂಡಂತೆ ಮಾಹಿತಿಯನ್ನು ನೀಡಲಾಗಿದೆ.

ಕ್ರಮ ಸಂ.	ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳ ಹೆಸರು ಶೀರ್ಷಿಕೆಗಳು	ಇಂದ	ವರದಿಗೆ
1.	ಇ. ರಾಧಾಕೃಷ್ಣ	21-04-1997	22-12-1997
2.	ಬಿ.ನಾಗರಾಜು	31-08-1998	06-01-2000
3.	ಎಸ್.ಆರ್. ವೆಂಕಟೇಶ್	07-01-2000	18-02-2000
4.	ಹೆಚ್.ಜಿ. ಜನ್ನಪ್ಪ (ಪ್ರಭಾರ)	19-02-2000	04-04-2000
5.	ಎಸ್.ಆರ್. ವೆಂಕಟೇಶ್	05-04-2000	23-09-2004
6.	ವೈ.ಎಂ. ರಾಮಚಂದ್ರಮೂರ್ತಿ (ಪ್ರಭಾರ)	24-09-2004	24-11-2004
7.	ಸೈಯದ್ ಅಲಿ ರಜ್ಜಿ	25-11-2004	05-11-2005
8.	ವೈ.ಎಂ. ರಾಮಚಂದ್ರಮೂರ್ತಿ (ಪ್ರಭಾರ)	06-11-2005	28-06-2006
9.	ಅಬ್ದುಲ್ ಖಯೂಂ	29-06-2006	19-08-2009
10.	ಹೆಚ್.ಎಸ್. ರಾಮಕೃಷ್ಣ (ಪ್ರಭಾರ)	20-08-2009	18-09-2009
11.	ಆರ್. ಲತಾ (ಪ್ರಭಾರ)	19-09-2009	22-09-2009
12.	ಅಬ್ದುಲ್ ಖಯೂಂ	23-09-2009	15-02-2010
13.	ಆರ್. ಲತಾ (ಪ್ರಭಾರ)	16-02-2010	02-03-2010
14.	ಸಿ. ಬಸವರಾಜು	03-03-2010	31-05-2012
15.	ನವೀನ್‌ಕುಮಾರ್ ರಾಜ್ (ಪ್ರಭಾರ)	01-06-2012	07-08-2012
16.	ಹೆಚ್.ಎಸ್. ಜೈಕುಮಾರ್ (ಪ್ರಭಾರ)	08-08-2012	27-02-2013
17.	ಎ.ಎಲ್. ಮಂಜುನಾಥ್	27-02-2013	ಇಲ್ಲಿಯವರೆವಿಗೆ

ತಮ್ಮ ವಿಶ್ವಾಸಿ,



ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು-1

ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ. (ಬಿ.ಎಂ.ಐ.ಸಿ.ಪಿ.)



ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ

(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಅಧೀನ ಸಂಸ್ಥೆ)

ನಂ. 14/3, 2ನೇ ಮಹಡಿ, ರಾಷ್ಟ್ರೋತ್ಥಾನ ಪರಿಷತ್ ಕಟ್ಟಡ, ನೃಪತುಂಗ ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 001

ದೂರವಾಣಿ : 22215383, 22215679, 22242006, 22215069 ಫ್ಯಾಕ್ಸ್ : 080-22217702

ವೆಬ್‌ಸೈಟ್ : www.kiadb.in ಇ-ಮೇಲ್ : ceoemkiadb@gmail.com

ನಂ. 49, 4 ಮತ್ತು 5ನೇ ಮಹಡಿ, ಖನಿಜ ಭವನ, ಈಸ್ಟ್ ವಿಂಗ್,

ರೇಸ್‌ಕೋರ್ಸ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560001.

ಸಂಖ್ಯೆ: ಕ.ಕೈ.ಪ್ರ.ಮಂ/ಕೇಂ:ಕ/ಆಡಳಿತ/ 8068/2014-15

ದಿನಾಂಕ:18-09-2014

ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು(ಬಿಎಂಐಸಿಪಿ)
ಅರವಿಂದ ಭವನ
ನೃಪತುಂಗ ರಸ್ತೆ,
ಬೆಂಗಳೂರು - 560 001.

ಮಾನ್ಯರೇ,

ವಿಷಯ: 1995ರಿಂದ ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು(ಬಿಎಂಐಸಿಪಿ)
ಹುದ್ದೆಯಲ್ಲಿ ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿದ ಅಧಿಕಾರಿಗಳ ಹೆಸರು ಮತ್ತು
ಅವಧಿಯನ್ನು ನೀಡುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: ದಿ: 17-9-2014ರ ನಿಮ್ಮ ಕಛೇರಿ ಪತ್ರ.

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟಂತೆ, ನಿಮಗೆ ತಿಳಿಸುವುದೇನೆಂದರೆ ಉಲ್ಲೇಖ ಪತ್ರದಲ್ಲಿ
ನೀವು ಕೋರಿರುವಂತೆ ಮಂಡಳಿಯಲ್ಲಿ ಲಭ್ಯವಿರುವ ಮಾಹಿತಿಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ವಿಶೇಷ
ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು(ಬಿಎಂಐಸಿಪಿ) ಬೆಂಗಳೂರು ಮತ್ತು ಮಂಡ್ಯ ಇಲ್ಲಿ ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿದ
ಅಧಿಕಾರಿಗಳ ವಿವರಗಳನ್ನು ಈ ಪತ್ರದೊಂದಿಗೆ ಲಗತ್ತಿಸಿ ನಿಮ್ಮ ಮುಂದಿನ ಕ್ರಮಕ್ಕಾಗಿ
ಕಳುಹಿಸಿಕೊಡಲಾಗಿದೆ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ,


ಸಹಾಯಕ ಕಾರ್ಯದರ್ಶಿ(ಆಡಳಿತ)

ಲಗತ್ತು:- ಮೇಲ್ಕಂಡಂತೆ

Sl No	Name & Designation	Office (BMICP)	Period
1.	Malleshaiah, SLAO	Mandya	Nov 1998 to March 1999
2.	B. Nagaraj, SLAO	Bangalore	Sept 1998 to March 1999
3.	H. Jannappa, SLAO	Bangalore	April 2000 to Sept 2001
4.	Krishnoji Rao, SLAO	Mandya	May 2000 to Sept 2000
5.	Mohamed Ishaq Basha	Mandya	May 2001 to Dec 2001
6.	M.S. Nagendra, SLAO	Bangalore	April 2000 to Jan 2001
7.	R.Narayana, SLAO	Bangalore	April 2001 to Sept 2002
8.	S.R. Venkatesh, SLAO	Bangalore	April 2000 to Sept 2004
9.	Syed Ali Rizvi, SLAO	Bangalore	Nov 2004 to Nov 2005
10.	S.K. Lakshman, SLAO	Bangalore	June 1999 to Nov 1999
11.	H.R. Jagadeesh, SLAO	Mandya	Sept 2004 to

ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ

(ಆಯ್ಕೆ: ಬಿಎಂಎಸ್/ಎಲ್‌ಎಕ್ಯೂ(2)/ಸಿಆರ್/1/2014-15

ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು-2.

ಕೆ.ಎ.ಎ.ಡಿ.ಬಿ (ಬಿಎಂಎಸ್/ಎಲ್‌ಎಕ್ಯೂ(2)/ಸಿಆರ್/1/2014-15

ಮಹರ್ಷಿ ಅರವಿಂದ ಭವನ, ನೃಪತುಂಗ ರಸ್ತೆ,

ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 20/09/2014.

ವಿಶೇಷ ಬಿಲ್ಡರ್‌ಗಳು, *

ಕೆ.ಎ.ಎ.ಡಿ.ಬಿ(ಬಿಎಂಎಸ್/ಎಲ್‌ಎಕ್ಯೂ(2)/ಸಿಆರ್/1/2014-15

1ನೇ ಮಹಡಿ, ಅರವಿಂದ ಭವನ,

ನೃಪತುಂಗ ರಸ್ತೆ, ಬೆಂಗಳೂರು.

ಮಾನ್ಯರ,

ವಿಷಯ: ಸದನ ಸಮಿತಿಗೆ ಮಾಹಿತಿಯನ್ನು ಒದಗಿಸುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: ತಮ್ಮ ಕಛೇರಿ ಪತ್ರಸಂಖ್ಯೆ: ಬಿಎಂಎಸ್/ಎಲ್‌ಎಕ್ಯೂ(2)/ಸಿಆರ್/57/2014.15 ದಿನಾಂಕ: 16.09.2014.

* * * * *

ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟಂತೆ, ಉಲ್ಲೇಖಿತ ಪತ್ರವನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ಈ ಕಾರ್ಯಾಲಯದಲ್ಲಿ 1995 ರಿಂದ ತಹಲಾವರೆವಿಗೂ ಕಾರ್ಯನಿರ್ವಹಿಸಿದ ಆಧಿಕಾರಿಗಳ ಹೆಸರು ಮತ್ತು ಅವಧಿಯ ವಿವರವನ್ನು ಸಲ್ಲಿಸುವಂತೆ ಸೂಚಿಸಿರುವ ಮೇರೆಗೆ, ಈ ಕೆಳಕಂಡಂತೆ ಲಭ್ಯ ಮಾಹಿತಿ ಅಧರಿಸಿ ನೀಡಲಾಗಿದೆ.

ಕ್ರಮ ಸಂ	ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳ ಹೆಸರು / ಶ್ರೀಯುಕ್ತರುಗಳಾದ	ಇಂದ	ವರೆಗೆ
1.	ಎಸ್.ಎಸ್. ನಾಗೇಂದ್ರ	05.03.1997	19.06.1999
2.	ಎಸ್.ಕೆ. ಲಕ್ಷ್ಮಣ್	19.06.1999	06.01.2000
3.	ಆರ್. ನಾರಾಯಣ್	07.01.2000	17.02.2000
4.	ಎಸ್.ಆರ್. ವೆಂಕಟೇಶ್	18.02.2000	23.9.2004
5.	ವೈ. ಎಮ್. ರಾಮಚಂದ್ರಮೂರ್ತಿ	24.09.2004	24.11.2004
6.	ಸೈಯದ್ ಹಾಲಿ ರಜ್ಜಿ	25.11.2004	05.11.2005
7.	ಎಸ್.ಕೆ.ಲಕ್ಷ್ಮಣ್	06.11.2005	26.03.2007
8.	ಎಚ್.ಆರ್.ಜಗದೀಶ್	27.03.2007	26.05.2007
9.	ಎಸ್.ಕೆ.ಲಕ್ಷ್ಮಣ್	26.05.2007	15.06.2009
10.	ಅಬ್ದುಲ್‌ಖಯೂಂ	16.06.2009	15.08.2009
11.	ಹೆಚ್.ಎಸ್.ರಾಘವೇಂದ್ರ	16.08.2009	30.10.2009
12.	ಡಿ.ಉಮೇಶ್‌ನಾಯಕ್	13.10.2009	31.12.2009
13.	ಹೆಚ್.ಎಸ್.ರಾಘವೇಂದ್ರ	01.01.2010	22.09.2010
14.	ಅಬ್ದುಲ್‌ಖಯೂಂ	23.09.2010	15.02.2010
15.	ಆರ್.ಲತಾ	16.02.2010	02.03.2010
16.	ಸಿ.ಬಸವರಾಜು	03.03.2010	31.05.2012
17.	ನವೀನ್‌ಕುಮಾರ್‌ರಾಜು	01.06.2012	07.08.2012
18.	ಹೆಚ್.ಎಸ್.ಜೈಕುಮಾರ್	08.08.2012	02.02.2013
19.	ಪಾರವಿ ಎಂ ತಿರ್ಲಾಪೂರ	02.02.2013	ಇಲ್ಲಿಯವರೆಗೆ

ತಮ್ಮ ವಿಶ್ವಾಸಿ

ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು-2

ಕೆ.ಎ.ಎ.ಡಿ.ಬಿ (ಬಿಎಂಎಸ್/ಎಲ್‌ಎಕ್ಯೂ(2)/ಸಿಆರ್/1/2014-15

ನೃಪತುಂಗ ರಸ್ತೆ, ಬೆಂಗಳೂರು.

ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ

ನಂ: ವಿಭೂಸ್ವಾ(1)ಸಿಬ್ಬಂದಿ/31/2014-15

ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಯವರ ಕಛೇರಿ

ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ.(ಬಿ.ಎಂ.ಐ.ಸಿ.ಪಿ.)

ನಂ: 1865, ಶ್ರೀ"ಗುರುಜಿ ನಿಲಯ",

ಕೆ.ಆರ್.ರಸ್ತೆ, 6ನೇ ಕ್ರಾಸ್, ಸುಭಾಷ್‌ನಗರ,

ಮಂಡ್ಯ, ದಿನಾಂಕ: 20.09.2014

ಗೆ,

ವಿಶೇಷ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು

ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ.(ಬಿ.ಎಂ.ಐ.ಸಿ.ಪಿ.)

ಬೆಂಗಳೂರು.

(ಹಸ್ತಾಕ್ಷರ)

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಸದನ ಸಮಿತಿಗೆ ಮಾಹಿತಿ ಒದಗಿಸುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: ತಮ್ಮ ಕಾರ್ಯಾಲಯದ ಪತ್ರಸಂಖ್ಯೆ: ಬಿಎಂಐಸಿಪಿ/ಎಲ್‌ಎಕ್ಯೂ/ಸಿಆರ್/57/2014-15,

ದಿನಾಂಕ: 16.09.2014.

* * * *

ಮೇಲಿನ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ಪತ್ರದಲ್ಲಿ ಈ ಕಾರ್ಯಾಲಯದಲ್ಲಿ 1995 ರಿಂದ ತಹಲೆವರೆವಿಗೂ ಕಾರ್ಯ ನಿರ್ವಹಿಸಿದ ಅಧಿಕಾರಿಗಳ ಹೆಸರು ಮತ್ತು ಅವಧಿಯ ವಿವರಗಳನ್ನು ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿರುವ ಮೇರೆಗೆ ಕಛೇರಿಯಲ್ಲಿ ಲಭ್ಯವಿರುವ ದಾಖಲೆಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಹಾಗೂ ಕಛೇರಿಯಲ್ಲಿ ಇರಿಸಿರುವ ನಾಮಫಲಕವನ್ನು ಗಮನಿಸಿ ಈ ಕೆಳಕಂಡಂತೆ ಮಾಹಿತಿಯನ್ನು ನೀಡಲಾಗಿದೆ.

ಈ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ: 05.03.1997 ರಿಂದಲೇ ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿರುವುದು ಕಂಡುಬರುತ್ತದೆ.

ಕ್ರ. ಸಂ.	ಅಧಿಕಾರಿಗಳ ಹೆಸರು	ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿದ ಅವಧಿ	
		ಇಂದ	ವರೆಗೆ
1	ಮಲ್ಲೇಶಯ್ಯ	05-03-1997	19-06-1999
2	ಬಿ.ನಾಗರಾಜು	19-06-1999	27-07-1999
3	ಕೃಷ್ಣೇಜಿರಾವ್	27-07-1999	21-03-2000
4	ಹೆಚ್.ಜನ್ಮಪ್ಪ	21-03-2000	15-03-2001
5	ಮೊಹಮ್ಮದ್ ಇಸಾಕ್ ಬಾಷಾ	15-03-2001	31-12-2001
6	ಎಸ್.ಆರ್. ವೆಂಕಟೇಶ್	31-12-2001	14-05-2004
7	ಹೆಚ್.ಆರ್.ಜಗದೀಶ್	14-05-2004	26-09-2005
8	ಎಸ್.ಕೆ.ಲಕ್ಷ್ಮಣ್	26-09-2005	26-03-2007
9	ಅಬ್ದುಲ್ ಖಯ್ಯೂಂ	26-03-2007	25-07-2008
10	ಹೆಚ್.ಎಸ್.ರಾಘವೇಂದ್ರ	25-07-2008	05-01-2009
11	ಡಿ.ಉಪೇಂದ್ರನಾಯಕ್	05-01-2009	18-03-2009
12	ಹೆಚ್.ಎಸ್.ರಾಘವೇಂದ್ರ	18-03-2009	07-08-2009
13	ಅಬ್ದುಲ್ ಖಯ್ಯೂಂ	07-08-2009	19-08-2009
14	ಹೆಚ್.ಎಸ್.ರಾಮಕೃಷ್ಣ	19-08-2009	19-09-2009
15	ಆರ್.ಲತಾ	19-09-2009	07-04-2010
16	ಸಿ.ಬಸವರಾಜು	07-04-2010	31-05-2012
17	ಎಸ್.ನವೀನ್‌ಕುಮಾರ್ ರಾಜು	31-05-2012	07-08-2012
18	ಹೆಚ್.ಎಸ್.ಜಯಕುಮಾರ್	08-08-2012	27-02-2013
19	ಎ.ಎಲ್.ಮಂಜುನಾಥ್	27-02-2013	ಈವರೆವಿಗೂ

ತಮ್ಮ ವಿಶ್ವಾಸಿ

(ಹಸ್ತಾಕ್ಷರ)
ವಿಶೇಷ ಭೂಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳು

ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ (ಬಿ.ಎಂ.ಐ.ಸಿ.ಪಿ.), ಮಂಡ್ಯ

ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯಲ್ಲಿ 1995 ರಿಂದ 2014ರ ವರೆಗೆ

ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿರುವ ಅಧಿಕಾರಿಗಳ ವಿವರ

ಕ್ರ.ಸ.	ಅಧಿಕಾರಿಗಳ ಹೆಸರು	ಹುದ್ದೆ	ಅವಧಿ	
			ರಿಂದ	ರವರೆಗೆ
1	ಸಿ.ಆರ್. ರಮೇಶ್	ಕಾರ್ಯದರ್ಶಿ	04-12-93	12-07-95
2	ಬಿ.ಪಿ. ನಿತ್ಯಾನಂದ	ಕಾರ್ಯದರ್ಶಿ	12-07-95	31-05-96
3	ಸಿ.ಆರ್. ರಮೇಶ್	ಕಾರ್ಯದರ್ಶಿ	31-05-96	27-02-99
4	ಜಿ. ತಿರುಮಲ	ಕಾರ್ಯದರ್ಶಿ	27-02-99	06-12-99
5	ಆರ್. ಎ. ಔದಿ	ಕಾರ್ಯದರ್ಶಿ	06-12-99	04-09-01
6	ಜಿ.ಸಿ. ತಲ್ಲೂರ	ಕಾರ್ಯದರ್ಶಿ	05-09-01	31-07-03
7	ಜಿ.ಡಬ್ಲ್ಯೂ. ರಸ್ತೀನ	ಕಾರ್ಯದರ್ಶಿ	06-08-03	31-07-04
8	ಟಿ. ಸುಕುಮಾರ್	ಕಾರ್ಯದರ್ಶಿ	31-07-04	29-11-08
9	ಎನ್. ಲಕ್ಷ್ಮಣರಾವ್ ಪೇಶ್ವೆ	ಕಾರ್ಯದರ್ಶಿ	29-11-08	02-05-11
10	ಸಿ. ಮೃತ್ಯುಂಜಯಸ್ವಾಮಿ	ಕಾರ್ಯದರ್ಶಿ	02-05-11	03-08-11
11	ಕೆ.ಬಿ. ದೇವರಾಜ	ಕಾರ್ಯದರ್ಶಿ	30-08-11	18-08-12
12	ಸದಾಶಿವರೆಡ್ಡಿ ಬಿ.ಪಾಟೀಲ್	ಕಾರ್ಯದರ್ಶಿ	18-08-12	02-09-13
13	ಟಿ.ಎನ್. ಚಿಕ್ಕರಾಯಪ್ಪ	ಕಾರ್ಯದರ್ಶಿ	02-09-13	

ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯಲ್ಲಿ 1995 ರಿಂದ 2014 ರವರೆಗೆ

ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿರುವ ಅಧಿಕಾರಿಗಳ ವಿವರ

ಕ್ರ.ಸಂ.	ಅಧಿಕಾರಿಗಳ ಹೆಸರು	ಹುದ್ದೆ	ಅವಧಿ	
			ರಿಂದ	ರವರೆಗೆ
1	ಕೆ.ಎಲ್. ನೇಗಿ	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	01-2004	
2	ಪಿ.ಪಿ. ಮಹಿಷಿ	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	01-2005	
3	ಡಾ: ಸುಧೀರ್ ಕೃಷ್ಣ ಭಾ.ಆ.ಸೇ.	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	25-01-2007	30-04-2008
4	ಡಾ: ಎಲ್.ಎ. ನಾಗರಾಜನ್ ಭಾ.ಆ.ಸೇ.	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ (ಪ್ರಭಾರ)	01-05-2008	11-06-2008
5	ಆರ್.ಬಿ. ಅಗವನೆ ಭಾ.ಆ.ಸೇ.	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	11-06-2008	31-05-2010
6	ಲಕ್ಷ್ಮಣರಾವ್ ಪೇಶ್ವೆ (ಪ್ರ)	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ (ಪ್ರಭಾರ)	31-05-2010	11-06-2010
7	ವಿ. ಉಮೇಶ್ ಭಾ.ಆ.ಸೇ	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	11-06-2010	09-05-2011
8	ಡಾ: ಸುಭಾಸ್ ಚಂದ್ರಮಿಂಟಿಲ ಭಾ.ಆ.ಸೇ.	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	09-05-2011	04-07-2012
9	ಜಿ.ವಿ.ಕೆ. ರಾವ್ ಭಾ.ಆ.ಸೇ (ಪ್ರ)	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ (ಪ್ರಭಾರ)	04-07-2012	31-08-2012
10	ಇ. ವೆಂಕಟಯ್ಯ ಭಾ.ಆ.ಸೇ.	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	31-08-2012	30-06-2014
11	ಎಂ.ಆರ್. ಕಾಂಬಳೆ ಭಾ.ಆ.ಸೇ.	ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ	30-06-2014	

ಯೋಜೋಪಯೋಗಿ ಇಲಾಖೆಯಲ್ಲಿ 1995 ರಿಂದ 2014 ರವರೆಗೆ

ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿರುವ ಅಧಿಕಾರಿಗಳ ವಿವರ

ಕ್ರ.ಸಂ.	ಅಧಿಕಾರಿಗಳ ಹೆಸರು	ಹುದ್ದೆ	ಅವಧಿ	
			ರಿಂದ	ರವರೆಗೆ
1	ಆರ್. ಜಯಪ್ರಸಾದ್ ಜಂಟಿ ಕಾರ್ಯದರ್ಶಿ	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ	07-1997	04-1998
2	ಆರ್. ಬಸವರಾಜು	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ	02-1999	08-2005
3	ಎಂ. ಶಶಿಧರನ್	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ		06-2006
4	ಆರ್. ಮಂಜುಳ ವಿಶೇಷಾಧಿಕಾರಿ (ನಬಾರ್ಡ್)	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ (ಪ್ರಭಾರ)		05-2006
5	ಎಂ. ದೇವಿಪ್ರಸಾದ್ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ (ಇಎಪಿ)	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ (ಪ್ರಭಾರ)		01-2008
6	ರವನೀತ್ ಸಿಂಗ್	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ		07-2009
7	ಡಾ: ಮಸೂದ್ ಶರೀಫ್ ಉಪ ಕಾರ್ಯದರ್ಶಿ (ಸಂ.ಕ)	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ (ಪ್ರಭಾರ)	01-2009	10-2009
8	ಟಿ.ಬಿ. ರೇಣುಕಪ್ರಸಾದ್	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ	11-2009	12-2012
9	ಎನ್. ಮಹಾಲಕ್ಷ್ಮಮ್ಮ	ಯೋಜನಾಸಮನ್ವಯಾಧಿಕಾರಿ	01-2013	

ನೈಸ್ ಸದನ ಸಮಿತಿ ಸಭೆ ನಡೆದ ದಿನಾಂಕಗಳು

1.	12.09.2014	ಶುಕ್ರವಾರ	
2.	26.09.2014	ಶುಕ್ರವಾರ	
3.	10.10.2014	ಶುಕ್ರವಾರ	
4.	31.10.2014	ಶುಕ್ರವಾರ	
5.	17.11.2015	ಸೋಮವಾರ	
6.	05.01.2015	ಸೋಮವಾರ	
7.	12.01.2015	ಸೋಮವಾರ	
8.	28.01.2015	ಬುಧವಾರ	
9.	02.03.2015	ಸೋಮವಾರ	
10.	22.04.2015	ಬುಧವಾರ	
11.	18.05.2015	ಸೋಮವಾರ	
12.	08.06.2015	ಸೋಮವಾರ	
13.	26.06.2015	ಶುಕ್ರವಾರ	
14.	04.08.2015	ಮಂಗಳವಾರ	
15.	19.09.2015	ಶನಿವಾರ	
16.	20.10.2015	ಮಂಗಳವಾರ	
17.	16.12.2015	ಬುಧವಾರ	
18.	22.04.2016	ಶುಕ್ರವಾರ	
19.	12.08.2016	ಶುಕ್ರವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
20.	29.08.2016	ಸೋಮವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
21.	17.09.2016	ಶನಿವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
22.	26.09.2106	ಸೋಮವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
23.	27.09.2016	ಮಂಗಳವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
24.	18.11.2016	ಶುಕ್ರವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
25.	21.11.2016	ಸೋಮವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
26.	22.11.2016	ಮಂಗಳವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ
27.	24.11.2016	ಗುರುವಾರ	ಕರಡು ವರದಿ ಅನುಮೋದನೆ