The information in this Draft Placement Memorandum is not complete and may be changed. The Unit Distribution is meant only for Eligible Creditors on a private placement basis and is not an offer to the public or to any other class of investors to purchase the Units. This Draft Placement Memorandum is not an offer to sell any Units and is not soliciting an offer to subscribe to or buy the Units in any jurisdiction where such offer, sale or is not permitted. It is being issued for the sole purpose of information or discussion relating to the Units that may be Allotted pursuant to the Final Placement Memorandum.

ROADSTAR INFRA INVESTMENT TRUST

(Settled in the Republic of India as a contributory irrevocable determinate trust by way of a trust deed dated October 6, 2020, as amended, under the Indian Trusts Act, 1882, and registered as an infrastructure investment trust under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended on December 22, 2020 having registration number IN/InvIT/20-21/0015)

Principal place of business: The IL&FS Financial Centre, Plot No. C22, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, Maharashtra, India
Tel: +91 22 2653 3333; **Compliance Officer**: Jyotsna Matondkar
E-mail: riml@roadstarinfra.com; **Website**: www.roadstarinfra.com

Sponsor
Roadstar Infra Private Limited

Investment Manager
Roadstar Investment Managers Limited

Trustee
Axis Trustee Services Limited

Roadstar Infra Investment Trust ("**Trust**") is proposing a unit distribution of up to 384,900,000 units representing an undivided beneficial interest in the Trust (the "**Units**") to Eligible Creditors (as defined herein), on a private placement basis, by IL&FS Transportation Networks Limited, Infrastructure Leasing & Financial Services Limited, IL&FS Financial Services Limited and Sabarmati Capital One Limited (collectively, the "**Distributing Unitholders**") as per the Resolution Framework approved by the NCLAT (such distribution, the "**Unit Distribution**"). For details in relation to the background of the Resolution Framework, the formation of the Trust and the Unit Distribution, please see the sections "*The Unit Distribution*", "*Formation Transactions in relation to the Trust*" and "*Overview of the Trust*" on pages 19, 26 and 23, respectively.

Pursuant to SEBI's letter dated March 20, 2024, the Trust has received an exemption from strict enforcement of Regulation 12(3A) of the InvIT Regulations, with reference to the requirement of holding certain Units by the Sponsor and Sponsor Group entities for a certain period of time, subject to the Sponsor holding not less than 15% of the Units on a post-issue basis for a period of three years. Accordingly, up to 67,950,000 Units, equivalent to not less than 15% of total outstanding Units post the Unit Distribution, are proposed to be distributed by IL&FS Transportation Networks Limited to the Sponsor ("**Sponsor Lock-in Units**"), which will be held by the Sponsor for a period of at least three years from the date of listing of the Units. For details in respect of the Sponsor Lock-in Units, please see the section *"Unit Distribution Procedure and Information"* on page 365.

THE UNIT DISTRIBUTION IS BEING MADE ONLY TO ELIGIBLE CREDITORS IN ACCORDANCE WITH THE RESOLUTION FRAMEWORK APPROVED BY THE NATIONAL COMPANY LAW APPELATE TRIBUNAL.

The Units are proposed to be listed on the National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**", together with NSE, the "**Stock Exchanges**"). The Trust has received in-principle approvals from BSE and NSE for listing of the Units pursuant to letters dated [●] and [●], respectively. NSE is the Designated Stock Exchange. Applications shall be made to the Stock Exchanges for obtaining the final listing and trading approvals for the Units to be distributed pursuant to the Unit Distribution. The Stock Exchanges assume no responsibility for the correctness of any statements made, opinions expressed or reports contained herein. Admission of the Units to be distributed pursuant to the Unit Distribution for trading on the Stock Exchanges should not be taken as an indication of the merits of the Trust or of the Units.

This is distribution of Units only to Eligible Creditors, and there is no formal market for the Units. No assurance can be given regarding an active or sustained market for trading in the Units or regarding the price at which the Units will be traded after the proposed listing. This Draft Placement Memorandum has not been, and will not be, registered as a prospectus, will not be circulated or distributed to the public at large in India or any other jurisdiction, and will not constitute a public offer in India or any other jurisdiction.

A copy of this Draft Placement Memorandum has been filed with the Securities and Exchange Board of India ("**SEBI**") and delivered to the Stock Exchanges and a copy of the Placement Memorandum, Final Placement Memorandum will be delivered to the SEBI and the Stock Exchanges.

The Investment Manager, having made all reasonable inquiries confirms that this Draft Placement Memorandum contains all information with regard to the Trust, the Units and the Unit Distribution, which is material in the context of the Unit Distribution, that the information contained in this Draft Placement Memorandum is true, correct and adequate in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and have been reached after considering all relevant circumstances and are based on reasonable assumptions and information presently available with the Investment Manager and that there are no other facts, the omission of which makes this Draft Placement Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and may not be offered, sold or distributed within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Accordingly, the Units are only being offered, sold or distributed outside the United States in "offshore transactions" as defined in, and in reliance on, Regulation S under the U.S. Securities Act ("**Regulation S**") and the applicable law of the jurisdictions where such offers, sales or distributions occur. The Units are transferable only in accordance with the restrictions described under the section titled "*Selling and Transfer Restrictions*" on page 352.

THE PLACEMENT MEMORANDUM SHALL BE PERSONAL TO EACH ELIGIBLE CREDITOR AND WOULD NOT CONSTITUTE AN OFFER OR INVITATION OR SOLICITATION OF AN OFFER TO THE PUBLIC OR ANY OTHER PERSON OR CLASS OF INVESTORS WITHIN OR OUTSIDE INDIA. THIS DRAFT PLACEMENT MEMORANDUM HAS BEEN PREPARED BY THE TRUST SOLELY FOR PROVIDING INFORMATION IN CONNECTION WITH THE UNIT DISTRIBUTION.

YOU MAY NOT, AND ARE NOT AUTHORIZED TO, (1) DELIVER THIS DRAFT PLACEMENT MEMORANDUM TO ANY OTHER PERSON; OR (2) REPRODUCE THIS DRAFT PLACEMENT MEMORANDUM IN ANY MANNER WHATSOEVER. ANY DISTRIBUTION OR REPRODUCTION OF THIS DRAFT PLACEMENT MEMORANDUM, IN WHOLE OR IN PART, IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN A VIOLATION OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (INFRASTRUCTURE INVESTMENT TRUSTS) REGULATIONS, 2014, AS AMENDED OR OTHER APPLICABLE LAWS OF INDIA AND OF OTHER JURISDICTIONS.

THE UNITS HAVE NOT BEEN RECOMMENDED BY SEBI NOR DOES SEBI GUARANTEE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS DRAFT PLACEMENT MEMORANDUM. EACH ELIGIBLE CREDITOR IS ADVISED TO CONSULT ITS OWN ADVISORS, ABOUT THE CONSEQUENCES OF HOLDING THE UNITS BEING DISTRIBUTED PURSUANT TO THE FINAL PLACEMENT MEMORANDUM. ELIGIBLE CREDITORS ARE ALSO ADVISED TO CAREFULLY READ THE PLACEMENT MEMORANDUM, INCLUDING THE SECTIONS "RISK FACTORS" AND "RIGHTS OF UNITHOLDERS" ON PAGES 59 AND 357, RESPECTIVELY.

For further details, please see the section "*Unit Distribution Procedure and Information*" on page 365. The distribution of this Draft Placement Memorandum, the Placement Memorandum or the Final Placement Memorandum, or the disclosure of their contents, without the Investment Manager's prior consent, to any person, other than the Eligible Creditors is unauthorized and prohibited. Each Eligible Creditor, by accepting delivery of the Placement Memorandum, agrees to observe the foregoing restrictions and to make no copies of the Placement Memorandum or any documents referred to in the Placement Memorandum.

The information on the website of the Trust, any website directly or indirectly linked to such website, or the website of the Trustee does not form part of this Draft Placement Memorandum and any information contained in, or available through, any such websites, shall not be relied upon.

PURSUANT TO SEBI'S LETTER DATED MARCH 20, 2024, THE TRUST HAS RECEIVED AN EXEMPTION FROM STRICT ENFORCEMENT OF REGULATION 14(1)(C) OF THE INVIT REGULATIONS, WITH REFERENCE TO THE REQUIREMENT OF MINIMUM ISSUE SIZE OF AN INITIAL OFFER OF UNITS.

PLACEMENT AGENT	REGISTRAR TO THE UNIT DISTRIBUTION
Axis Capital Limited 1st Floor, Axis House C 2 Wadia International Centre Pandurang Budhkar Marg, Worli Mumbai 400 025 Maharashtra, India Tel.: +91 22 4325 2183 E-mail: ilfs.invit@axiscap.in Investor Grievance E-mail: complaints@axiscap.in Website: www.axiscapital.co.in Contact Person: Prashant Kolhe / Harish Patel SEBI Registration No.: INM000012029	**KFin Technologies Limited** Selenium, Tower B Plot No- 31 and 32, Financial District Nanakramguda, Serilingampally Mandal, Hyderabad 500 032 Telangana, India Tel.: +91 40 6716 2222 Fax number: +91 40 67161563 E-mail: roadstar.invit@kfintech.com Investor Grievance E-mail: einward.ris@kfintech.com Website: www.kfintech.com Contact Person: M. Murali Krishna SEBI Registration No.: INR000000221 CIN: L72400TG2017PLC117649

This Draft Placement Memorandum is dated April 2, 2024.

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NOTICE TO ELIGIBLE CREDITORS

The statements contained in this Draft Placement Memorandum relating to the Trust and the Units are, in all material respects, true, correct, adequate and not misleading. The opinions and intentions expressed in this Draft Placement Memorandum with regard to the Trust and the Units are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions and information presently available with the Investment Manager, the Sponsor or both, as applicable. There are no other facts in relation to the Trust and the Units, the omission of which would, in the context of the Unit Distribution, make any statement in this Draft Placement Memorandum misleading in any material respect. Further, each of the Investment Manager and the Sponsor has made all reasonable enquiries to ascertain such facts and to verify the accuracy of all such information and statements disclosed in this Draft Placement Memorandum in all material respects.

The Placement Agent has not separately verified any information (financial, legal or otherwise) contained in this Draft Placement Memorandum. Accordingly, the Placement Agent or any of its shareholders, employees, counsel, officers, directors, representatives, agents, associates or affiliates do not make any express or implied representation, warranty or undertaking, and accept no responsibility or liability as to the accuracy or completeness of the information contained in this Draft Placement Memorandum or any other information supplied in connection with the Unit Distribution or the distribution of the Units, other than in relation to themselves. Each Eligible Creditor receiving this Draft Placement Memorandum acknowledges that such person has neither relied on the Placement Agent nor any of their shareholders, employees, counsel, officers, directors, representatives, agents, associates or affiliates in connection with their investigation of the accuracy of such information. Each Eligible Creditor must rely on its own examination of the Trust and the merits and risks involved in holding the Units. Eligible Creditors should not construe the contents of this Draft Placement Memorandum as legal, tax, accounting or investment advice. Each Eligible Creditor receiving this Draft Placement Memorandum acknowledges that they have relied solely on the information contained in the Placement Memorandum and the Final Placement Memorandum and not on any other disclosure or representation by the Investment Manager, the Project Manager, the Trustee, the Sponsor, the Placement Agent, the Distributing Unitholders or any other party. Save as expressly stated in this Draft Placement Memorandum, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance of the Trust.

No person is authorized to give any information or to make any representation not contained in this Draft Placement Memorandum and any information or representation not so contained must not be relied upon as having been authorized by or on behalf of the Trust or by, or on behalf, of the Sponsor, the Investment Manager, the Distributing Unitholders or the Placement Agent. The delivery of this Draft Placement Memorandum, at any time, does not imply that the information contained in it is correct as of any time subsequent to its date. This Draft Placement Memorandum shall not be relied upon by, and the Investment Manager, the Trustee, the Sponsor, the Project Manager, the Distributing Unitholders and/or the Placement Agent shall not be liable to, any subsequent acquirer, transferee or investor of the Units.

The Placement Memorandum will be personal to each Eligible Creditor.

The distribution of this Draft Placement Memorandum and the Placement Memorandum or the disclosure of its contents to any person, other than the Eligible Creditors to whom it is addressed and those retained by such Eligible Creditors, is unauthorized and prohibited. Each Eligible Creditor, by accepting delivery of the Placement Memorandum, agrees to observe the foregoing restrictions and make no copies of the Placement Memorandum or any other material in connection with the Unit Distribution or the Units.

Certain U.S. Matters

The Units to be distributed pursuant to the Unit Distribution have not been approved, disapproved or recommended by any regulatory authority in any jurisdiction, including the United States Securities and Exchange Commission ("**SEC**"), any other federal or state authorities in the United States, the securities authorities of any non-United States jurisdiction or any other United States or non-United States regulatory authority. No authority has passed on or endorsed the merits of the Unit Distribution or the accuracy or adequacy of this Draft Placement Memorandum. Any representation to the contrary is a criminal offence in the United States and may be a criminal offence in other jurisdictions.

The Units have not been and will not be registered under the U.S. Securities Act and may not be offered, sold or distributed within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Units are

only being offered, sold or distributed outside the United States in "*offshore transactions*" as defined in, and in reliance on, Regulation S and the applicable laws of the jurisdictions where those offers, sales or distributions occur. The Units are transferable only in accordance with the restrictions described under the section "*Selling and Transfer Restrictions*" on page 352.

Each recipient of the Units offered by the Placement Memorandum will be deemed to have made the representations, agreements and acknowledgments as described in this section "*Notice to Eligible Creditors – Representations by Eligible Creditors"* on page 2.

Notice to Eligible Creditors in certain other jurisdictions

The distribution of this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum and the distribution of the Units in certain jurisdictions may be restricted by law. As such, this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum do not constitute, and may not be used for, or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. In particular, no action has been taken by the Investment Manager or the Placement Agent which would permit a distribution of the Units or distribution of this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum in any jurisdiction, other than India. Accordingly, the Units will not be offered, sold or distributed, directly or indirectly, and neither this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum nor any materials in connection with the Units be distributed or published in or from any country or jurisdiction that would require registration of the Units in such country or jurisdiction.

THE VALUE OF THE UNITS AND THE INCOME DERIVED FROM THEM MAY FLUCTUATE. THE UNITS ARE NOT OBLIGATIONS OF, DEPOSITS IN, OR GUARANTEED BY THE TRUST, THE TRUSTEE, THE SPONSOR, THE INVESTMENT MANAGER, THE PLACEMENT AGENT, THE DISTRIBUTING UNITHOLDERS OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, COUNSEL, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, ASSOCIATES OR AFFILIATES. AN INVESTMENT IN THE UNITS IS SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED, FURTHER, LISTING OF THE UNITS ON THE STOCK EXCHANGES DOES NOT GUARANTEE A LIQUID MARKET FOR THE UNITS. UNITHOLDERS HAVE NO RIGHT TO REQUEST THE TRUST, THE TRUSTEE, THE SPONSOR, THE DISTRIBUTING UNITHOLDERS OR THE INVESTMENT MANAGER OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, COUNSEL, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, ASSOCIATES OR AFFILIATES TO REDEEM THEIR UNITS WHILE THE UNITS ARE LISTED, UNLESS OTHERWISE PERMITTED BY APPLICABLE LAW. THE PERFORMANCE OF ANY OF THE LISTED UNITS OF THE TRUST IS NOT NECESSARILY INDICATIVE OF THE FUTURE PERFORMANCE OF THE UNITS OF THE TRUST.

Representations by Eligible Creditors

References herein to "you" or "your" is to each Eligible Creditor in the Unit Distribution.

By receiving the Units pursuant to the Unit Distribution, you are deemed to have represented to the Trustee, the Investment Manager, the Sponsor and the Placement Agent, and acknowledge and agree as follows:

1. You are a creditor of a Distributing Unitholder, who has a valid admitted claim existing as of the Cut-Off Date (i.e. October 15, 2018) in terms of the Resolution Framework (as defined hereunder), and are eligible under applicable laws and regulations of India, and undertake (i) to receive, hold, manage or dispose of any of the Units that are distributed to you in accordance with InvIT Regulations, other applicable laws and under the laws of all relevant jurisdictions; and (ii) that you are entitled to receive and have all necessary capacity and have obtained all necessary consents, governmental or otherwise and authorisations to enable you to commit to this participation in this Unit Distribution and to perform your obligations in relation thereto (including, without limitation, in the case of any person on whose behalf you are acting, all necessary consents and authorisations to agree to the terms set out or referred to in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum) and will honour such obligations;

2. You will make all necessary filings and reporting, in relation to the Unit Distribution, with appropriate governmental, statutory or regulatory authorities, including the RBI, as may be required, in accordance with applicable law in India and in your respective jurisdiction, as applicable;

3. You agree to provide on request in a timely manner, and consent to the use and disclose (including to any taxation or other regulatory authorities) of, any information or documentation in relation to yourself and, if and to the extent required, the direct or indirect beneficial ownership of your Units (if any), as may be necessary for the Trust (or the Trustee and its agents) and the Investment Manager to comply with any regulatory obligations and/or prevent the withholding of tax or other penalties under FATCA, the CRS or other similar and applicable exchange of tax information regimes. You acknowledge and agree that you shall have no claim against the Trust (or the Trustee and its agents) and the Investment Manager for any losses suffered by you (including in relation to the direct or indirect beneficial ownership of your Units (if any)) as a result of such use or disclosure of such information or documentation to any regulatory, governmental or statutory authority;

4. You are aware that the Units have not been and will not be registered through a prospectus under the InvIT Regulations, or under any other law in force in India, and no Units will be distributed in India or overseas to the public or any members of the public in India or any other class of investors other than the Eligible Creditor. This Draft Placement Memorandum shall be filed with the Stock Exchanges and SEBI and would be displayed on the websites of SEBI and the Stock Exchanges;

5. None of the Sponsor, the Investment Manager, the Project Manager, the Trustee, the Distributing Unitholders or the Placement Agent or any of their respective shareholders, directors, officers, employees, counsel, representatives, agents or affiliates is making any recommendations to you or advising you regarding the suitability of any transactions it may enter into in connection with the Unit Distribution and that participation in the Unit Distribution is on the basis that you are not and will not, up to the Allotment, be a client of the Placement Agent. None of the Sponsor, the Trustee, the Investment Manager, the Project Manager, the Distributing Unitholders, the Placement Agent or any of their respective shareholders, employees, counsel, officers, directors, representatives, agents or affiliates have any duties or responsibilities to you for providing the protection afforded to their clients, or for providing advice in relation to the Unit Distribution and are in no way acting in a fiduciary capacity towards you;

6. All statements, other than statements of historical fact included in this Draft Placement Memorandum, including, without limitation, those regarding the Trust's financial position, business strategy, plans and objectives for future operations, Investment Objectives and the Projections of Revenue from Operations and Cash Flow from Operating Activities, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause actual results to be materially different from the results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on certain assumptions regarding the Trust's present and future business strategies and the environment in which the Trust will operate in the future. You should not place undue reliance on forward-looking statements, which speak only as of the date of this Draft Placement Memorandum, and not regard such statements to be a guarantee or assurance of our future performance or return to creditors. The Trust, the Trustee, the Sponsor, the Placement Agent and the Investment Manager, the Distributing Unitholders or any of their respective shareholders, directors, officers, employees, counsel, representatives, advisors, agents, associates or affiliates assume no responsibility to update any of the forward-looking statements contained in this Draft Placement Memorandum;

7. You have read this Draft Placement Memorandum in its entirety, including, in particular, the section "*Risk Factors*" on page 59;

8. You will be provided a serially numbered copy of the Placement Memorandum and will be deemed to have read the Placement Memorandum, in its entirety, including, in particular, the section "*Risk Factors*" on page 59;

9. You are aware and understand that the Units are being distributed only to Eligible Creditors through the Placement Memorandum and the Final Placement Memorandum and are not being offered to the general public and the Allotment shall be on a discretionary basis in accordance with the Resolution Framework;

10. You are permitted to receive the Units under the laws of any applicable jurisdiction and that you have necessary capacity and authority, and have obtained all necessary consents and authorisations to enable you to commit

to this participation in the Unit Distribution and to perform your obligations in relation thereto (including, without limitation, on behalf of any person) and honour such obligations;

11. You undertake to (i) hold, manage or dispose of any Units that are distributed to you in accordance with the InvIT Regulations and all other applicable laws; and (ii) to comply with all requirements under applicable law in relation to reporting obligations, if any, in this relation;

12. You understand that the Units have not been, and will not be, registered under the U.S. Securities Act or with any securities regulatory authority of any state of the United States and accordingly, may not be offered, sold or distributed within the United States, except in reliance on an exemption from the registration requirements of the U.S. Securities Act;

13. You are not receiving or acquiring or subscribing for the Units as a result of any "directed selling efforts" (as defined in Regulation S);

14. You are acquiring or receiving the Units in an "offshore transaction" as defined in Regulation S, and are not an affiliate of the Trust or the Placement Agent or a person acting on behalf of such an affiliate;

15. You understand and agree that the Units are transferable only in accordance with the restrictions described in the section entitled "*Selling and Transfer Restrictions*" on page 352, and you warrant that you will comply with such restrictions;

16. You agree and acknowledge that, in the event you hold 10% or more of the total outstanding Units of the Trust, you shall comply with the stewardship code as specified in Schedule VIII of the InvIT Regulations;

17. You have (i) relied on your own examination of the Trust, the Units and the terms of the Unit Distribution, including the merits and risks involved, (ii) made and will continue to make your own assessment of the Trust, the Units and the terms of the Unit Distribution based solely on the information contained in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum, (iii) consulted your own independent advisors or otherwise have satisfied yourself concerning, without limitation, the effects of local laws, (iv) relied solely on the information contained in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum, and no other disclosure or representation by the Sponsor or the Investment Manager or any other party, (v) received all information in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum that you believe is necessary or appropriate, and (vi) relied upon your own investigation in relation to the Unit Distribution;

18. You have such knowledge and experience in financial, business and investment matters as to be capable of evaluating the merits and risks of holding the Units. You and any accounts for which you are receiving the Units, (i) are each able to bear the economic risk of the investment in the Units; (ii) will not, subject to the terms of this Draft Placement Memorandum and the Final Placement Memorandum, look to any of the Investment Manager, the Trustee, the Sponsor, the Distributing Unitholders or the Placement Agent or any of their respective shareholders, employees, counsel, officers, directors, representatives, financial advisors, agents or affiliates for all, or part, of any such loss or losses that may be suffered due to your holding of the Units; and (iii) are able to sustain a complete loss on the holdings in the Units; (iv) have no need for immediate liquidity with respect to the holdings in the Units, and (v) have no reason to anticipate any change in your or their circumstances, financial or otherwise, which may cause or require any sale or distribution by you or them of all or any part of the Units. You acknowledge that holding the Units involves a high degree of risk and that the Units are, therefore, a speculative investment. You are seeking to receive the Units in the Unit Distribution as part of the Resolution Framework, and not with a view to resell or distribute in any manner that could characterise you as an underwriter or similar entity in any jurisdiction;

19. The Trustee, the Sponsor, the Investment Manager, the Placement Agent, the Distributing Unitholders or any of their respective shareholders, directors, officers, employees, counsel, representatives, advisors, agents or affiliates have not provided you with any legal, financial or tax advice or otherwise made any representations regarding the tax consequences of the Units (including but not limited to the Unit Distribution). You will obtain your own independent legal, financial or tax advice and will not rely on the Investment Manager, the Sponsor, the Trustee, the Placement Agent, the Distributing Unitholders or any of their respective shareholders, employees, counsel, officers, directors, representatives, advisors, agents or affiliates when evaluating the tax consequences in relation to the Units (including but not limited to the Unit Distribution). You waive and agree not to assert any claim against the Placement Agent, the Sponsor, the Trustee, the Distributing Unitholders or

the Investment Manager or any of their respective financial advisors, agents or affiliates with respect to the tax aspects of the Units or the Unit Distribution or as a result of any tax audits by tax authorities, in relation to the Units and the Unit Distribution, wherever situated;

20. You are not the Trustee, or the Valuer or an employee of the Valuer involved in the valuation of the Project SPVs;

21. You are aware that (i) we have received in-principle approval from Stock Exchanges dated [●] and [●], and (ii) the application for the final listing and trading approval will be made only after Allotment. There can be no assurance that the final approval for listing and trading of the Units will be obtained in a timely manner, or at all. The Trust, the Trustee, the Placement Agent the Investment Manager, the Distributing Unitholders or the Sponsor, shall not be responsible for any delay or non-receipt of such final approval (except to the extent prescribed under the InvIT Regulations) or any loss arising from such delay or non-receipt;

22. You shall not undertake any trade in the Units credited to your demat account until such time that the final listing and trading approval for the Units has been issued by the Stock Exchanges;

23. The only information you are entitled to rely on, and on which you have relied, in committing yourself to receive the Units is contained in the Placement Memorandum, such information being all that you deem necessary in respect of the Units and that you have neither received nor relied on any other information given or representations, warranties or statements made by the Trustee, the Placement Agent, the Investment Manager, the Distributing Unitholders or the Sponsor, and neither the Trustee, the Placement Agent, the Investment Manager, the Distributing Unitholders nor the Sponsor will be liable for your decision to participate in the Unit Distribution based on any other information, representation, warranty or statement that you have obtained or received;

24. You understand that the Units in this Unit Distribution will, when Allotted, be credited as fully paid and will rank pari passu in all respect with all other Units, including in respect of the right to receive all distributions declared, made or paid in respect of the Units after the Allotment. For details, please see the section "*Distribution*" on page 265;

25. You agree to indemnify and hold the Trustee, Investment Manager, the Sponsor, the Distributing Unitholders and the Placement Agent harmless from any and all costs, claims, liabilities and expenses (including legal fee and expenses) arising out of or in connection with any breach of the representations and warranties in this section;

26. The Trustee, the Investment Manager, the Sponsor, the Placement Agent, the Distributing Unitholders, their respective shareholders, employees, counsel, offices, directors, representatives, agents or affiliates, will rely on the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Placement Agent on their own behalf and on behalf of the Trust, the Sponsor, the Investment Manager, the Trustee, the Distributing Unitholders and the same are irrevocable;

27. You are eligible to invest in India and are eligible to receive/hold the Units under applicable law, including the FEMA Rules, and have not been prohibited by SEBI or any other statutory, regulatory or judicial authority from buying, selling or dealing in securities;

28. You understand that, subject to the terms of this Draft Placement Memorandum, neither the Placement Agent, the Investment Manager, the Sponsor, the Distributing Unitholders nor the Trustee has any obligation to purchase or subscribe to all, or any part, of the Units Allotted to you in the Unit Distribution, or to support any losses directly or indirectly sustained or incurred by you for any reason whatsoever in connection with the Unit Distribution;

29. Any dispute arising in connection with the Unit Distribution will be governed by, and construed in accordance with, the laws of the Republic of India and the courts at Mumbai, Maharashtra shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Unit Distribution;

30. You have made, or are deemed to have made, as applicable, the representations provided in this section and each of the representations, warranties, acknowledgements and agreements set out above shall continue to be true and accurate at all times, up to and including the Allotment, listing and trading of the Units; and

31. You are eligible to hold the Units, so Allotted. You are aware that your holding after the Allotment of the Units cannot exceed the investment level permissible as per any applicable law and regulations.

Available Information

The Investment Manager agrees to comply with any undertakings given by it from time to time in connection with the Units and, without prejudice to the generality of foregoing, shall furnish to the Unitholders all such information as may be required under the InvIT Regulations.

Disclaimer

This Draft Placement Memorandum does not, directly or indirectly, relate to any invitation, offer or sale of any securities, instruments or loans (including listed non-convertible debentures or bonds, if any) that may be issued by the Trust after the listing of the Units. Any person or entity investing in such issue or transaction by the Trust should consult its own advisors. Neither the Placement Agent, nor their associates or affiliates have any responsibility or liability for such issue or transaction by the Trust.

DEFINITIONS AND ABBREVIATIONS

This Draft Placement Memorandum uses the definitions and abbreviations provided below which you should consider when reading the information contained herein.

References to any legislation, act, regulations, rules, guidelines or policies shall be to such legislation, act, regulations, rules, guidelines or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made under that provision.

The words and expressions used in this Draft Placement Memorandum, but not defined herein shall have the meaning ascribed to such terms under the InvIT Regulations, the SEBI Act, the SCRA, the Depositories Act, and the rules and regulations made thereunder.

Notwithstanding the foregoing, the terms not defined but used in the sections "Audited Special Purpose Combined Financial Statements", "Projections of Revenue from Operations and Cash Flow from Operating Activities", "Statement of Tax Benefits" and "Legal and Other Information" on pages 393, 480, 372 and 321, respectively, shall have the meanings ascribed to such terms in those respective sections.

In this Draft Placement Memorandum, unless the context otherwise requires, a reference to "we", "us" and "our" refers to the Trust and the Project SPVs on a consolidated basis. For the sole purpose of the Audited Special Purpose Combined Financial Statements, reference to "we", "us" and "our" refers to the Project SPVs on a combined basis.

Trust Related Terms

Term	Description
Associate	An associate, as defined under Regulation 2(1)(b) of the InvIT Regulations
Audited Special Purpose Combined Financial Statements	The audited special purpose combined financial statements of the Project SPVs, which comprise the combined balance sheets as at December 31, 2023, March 31, 2023, March 31, 2022 and March 31, 2021, the combined statements of profit and loss (including other comprehensive income), the combined cash flow statements, the combined statements of changes in equity for the nine months period ended December 31, 2023 and the years ended March 31, 2023, March 31, 2022 and March 31, 2021, and a summary of significant accounting policies and other explanatory information prepared in accordance with the Guidance Note on Reports in Company Prospectuses (Revised 2019), and the Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of Chartered Accountants of India using the recognition and measurement principles of Ind AS and other generally accepted accounting principles and other relevant provisions relating to disclosures required as per the InvIT Regulations on which the Auditor has issued an audit report dated March 19, 2024
Auditors	KKC & Associates LLP (*formerly known as Khimji Kunverji and Co. LLP*), Chartered Accountants, the statutory auditors of the Trust
Audit Committee	The audit committee of the Trust
BAEL	Barwa Adda Expressway Limited
BAEL Project	A toll road project to augment a 122.88 km section of NH-2 between Barwa Adda and Panagarh in Jharkhand by six-laning on a DBFOT basis
Concession Agreements	Collectively, the concession agreements entered into between the Project SPVs and the relevant concessioning authorities. For details, please see the section "*Summary of Key Agreements*" on page 208
Corporate Governance Framework	The corporate governance framework adopted by the Investment Manager in relation to the Trust. For details, please see the section "*Corporate Governance*" on page 135.
Distributing Unitholders	IL&FS Transportation Networks Limited, Infrastructure Leasing & Financial Services Limited, Sabarmati Capital One Limited and IL&FS Financial Services Limited
DOA	Deed of Assignment, by way of which, the creditors of each of the Project SPVs (except BAEL), have assigned their respective receivables from the Project SPVs (except BAEL) to the Trust.

Term	Description
EMSL	Elsamex Maintenance Services Limited
Formation Transactions	The formation transactions in relation to the Trust, including the completed transfers of the Project SPVs to the Trust
Holding Company/Holdco	A holding company, as defined under Regulation 2(1)(sa) of the InvIT Regulations
HREL	Hazaribagh Ranchi Expressway Limited
HREL Project	A project for constructing and maintaining the 4-laning of the Hazaribagh – Ranchi section of NH-33 from 40.50 km to 114.00 km in Jharkhand on a BOT – annuity basis
IL&FS	Infrastructure Leasing & Financial Services Limited
IL&FS Group	IL&FS and its group entities
IL&FS Unitholders	IL&FS Group entities that hold Units of the Trust
IM Board	The board of directors of the Investment Manager
Initial Resolution Framework	The resolution framework for the IL&FS Group approved by the NCLAT vide its order dated March 12, 2020, comprising of the 'Third Report on Progress and Way Forward' dated December 17, 2018 and the 'Addendum to the Third Report on Progress and Way Forward' dated January 15, 2019, each as filed by the Ministry of Corporate Affairs with NCLAT on January 25, 2019 and the 'Second Addendum to the Third Report on Progress and Way Forward' dated December 5, 2019 filed by the Ministry of Corporate Affairs with the NCLAT on January 9, 2020 (and the terms of which were resubmitted to the NCLAT by the Ministry of Corporate Affairs vide affidavit dated February 7, 2020).
Interim Distribution Framework	The interim distribution framework for the IL&FS Group filed by IL&FS before the NCLAT on January 21, 2022 (vide application bearing I.A. 586 of 2022 in Company Appeal (AT) No. 346 of 2018), approved by the NCLAT vide its orders dated May 31, 2022, July 6, 2022, January 19, 2023, February 13, 2023, April 26, 2023 and May 18, 2023.
Investment Management Agreement	The investment management agreement dated October 23, 2020, as amended, entered into between the Trustee and the Investment Manager
Investment Manager	Roadstar Investment Managers Limited (*formerly known as North Karnataka Expressway Limited*)
Investment Objectives	The investment objectives of the Trust, as provided under the section "*Overview of the Trust*" on page 23
InvIT Assets or Trust Assets	Assets owned by the Trust, whether held directly, or through holding companies or SPVs, and includes all rights, interests and benefits arising from and incidental to ownership of such assets, in accordance with the InvIT Regulations and applicable law
InvIT Documents	The Trust Deed, the Investment Management Agreement, the Project Implementation and Management Agreements, Share Purchase Agreements, Deed of Assignments, policies adopted by the Investment Manager, any other document, letter or agreement entered into by the Investment Manager or Trustee on behalf of the Trust, with respect to the Trust or the Units or executed in connection with the Trust, the Unit Distribution documents and such other documents in connection therewith, as originally executed and amended, modified, supplemented or restated from time to time, together with the respective annexures, schedules and exhibits, if any
InvIT Master Circular	SEBI Master Circular no. SEBI/HO/DDHS-PoD-2/P/CIR/2023/115 dated July 6, 2023
ITNL	IL&FS Transportation Networks Limited
MBEL	Moradabad Bareilly Expressway Limited
MBEL Project	A toll project for augmentation of a 114 km section of NH-24 between Moradabad and Bareilly in Uttar Pradesh by four-laning on a DBFOT basis
NCLT	National Company Law Tribunal
NCLAT	National Company Law Appellate Tribunal
Operations & Management Committee	The operations & management committee constituted by the IM Board
Parties to the Trust	Collectively, the Sponsor and the Sponsor Group, the Trustee, the Investment Manager and the Project Manager

Term	Description
Portfolio Assets	The Project SPVs and other SPVs, as the context may require, which are owned by the Trust from time to time
Project Implementation and Management Agreement	The project implementation and management agreements, entered into amongst the Trustee, the Project Manager, the Investment Manager and each of the Project SPVs (except BAEL)
Project Manager	Elsamex Maintenance Services Limited
Project SPVs	SBHL, TRDCL, PSRDCL, MBEL, HREL and BAEL
Projections of Revenue from Operations and Cash Flow from Operating Activities	Statements of projections of revenue from operations and cash flows from operating activities of the Trust and the Project SPVs for the years ending March 31, 2025, March 31, 2026 and March 31, 2027 prepared in accordance with the Standard on Assurance Engagement 3400, 'The Examination of Prospective Financial Information', issued by the ICAI and other relevant standards/directions issued by ICAI.
PSRDCL	Pune Sholapur Road Development Company Limited
PSRDCL Project	A toll road project to undertake design, engineering, construction, development, finance and operation & maintenance of four-laning of Pune-Sholapur section of NH-9 from km 144.400 to km 249.000 in the State of Maharashtra under National Highways Development Project Phase III on DBFOT
Related Parties	Related parties, as defined under Regulation 2(1)(zv) of the InvIT Regulations.
Resolution Framework	Collectively, the Initial Resolution Framework and the Interim Distribution Framework
RIML	Roadstar Investment Managers Limited
SBHL	Sikar Bikaner Highway Limited
SBHL Project	A toll road project to augment the existing road from km 340.188 of NH-11 to km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from km 553.869 of NH-11 to km 267.325 of NH-89 on the Sikar-Bikaner section of the NH-11 (approximately 237.578 km) in the State of Rajasthan by two-laning with paved shoulder on a DBFOT basis
SEBI Exemption Letters	Letters received from SEBI dated September 2, 2020; December 3, 2021; June 23, 2022; June 7, 2023; and March 20, 2024 that grant exemptions to the Trust from the strict enforcement of certain provisions of the InvIT Regulations and the InvIT Master Circular.
Share Purchase Agreements or SPAs	The share purchase agreements entered into among ITNL, the Trustee, the Investment Manager and each of the Project SPVs (other than BAEL), pursuant to which such Project SPVs have been transferred to the Trust.
Sponsor or Settlor	Roadstar Infra Private Limited
Sponsor Group	Collectively, the Sponsor, ITNL, IL&FS, Sabarmati Capital One Limited, IL&FS Financial Services Limited, IL&FS Airports Limited, IL&FS Cluster Developments Initiative Limited and Elsamex Maintenance Services Limited.
SPV(s)	Special purpose vehicles, as defined under Regulation 2(l)(zy) of the InvIT Regulations
TRDCL	Thiruvananthapuram Road Development Company Limited
TRDCL Project	An annuity-based project for construction, operations and maintenance of ten corridors and three NH-bypass links aggregating to about 42.38 km in Thiruvananthapuram, Kerala
Trust	Roadstar Infra Investment Trust
Trust Deed	The trust deed dated October 6, 2020, entered into between the Settlor and the Trustee, as amended.
Trust Group	Collectively, the Trust, the Project SPVs and the Parties to the Trust
Trustee or Axis	Axis Trustee Services Limited
Unit	An undivided beneficial interest in the Trust, and all distributed Units together represent the entire beneficial interest in the Trust
Unitholder	Any person who owns any Unit of the Trust
Valuer	RBSA Valuation Advisors LLP
Valuation Report	The valuation report dated March 12, 2024, issued by the Valuer, which sets out its opinion as to the fair enterprise value of the Project SPVs as on December 31, 2023

Term	Description
We / us / our	Unless the context otherwise requires or implies, the Trust and the Portfolio Assets

Unit Distribution Related Terms

Term	Description
Allocated/ Allocation	The allocation of the Units, to Eligible Creditors on the basis of the Resolution Framework, by the Investment Manager, in consultation with the Placement Agent
Allot/ Allotment/ Allotted	Unless the context otherwise requires, the distribution/allotment of the Units to Eligible Creditors pursuant to the Unit Distribution
Allottees	Eligible Creditors to whom Units are Allotted pursuant to the Unit Distribution
Body Corporate / Bodies Corporate	Body Corporate / Bodies corporate as defined in Regulation 2(1)(d) of the InvIT Regulations
Business Day	Any day from Monday to Friday, excluding any public holiday
Client ID	Client identification number maintained with one of the Depositories in relation to a demat account
Closing Date	The date on which Allotment of the Units pursuant to the Unit Distribution shall be made, i.e. on or about [●]
Demographic Details	Details of the Eligible Creditors, including the Eligible Creditor's address, investor status, occupation and bank account details
Designated Date	The date of credit of Units to the Eligible Creditors' demat accounts
Designated Stock Exchange	NSE
Draft Placement Memorandum	This draft placement memorandum dated April 2, 2024 in relation to the Unit Distribution, filed with SEBI and the Stock Exchanges, issued in accordance with the InvIT Regulations, which does not contain the complete particulars of the Unit Distribution, including any modifications, amendments, supplements, notices, corrections or corrigenda thereto
Eligible Creditors	Eligible creditors of Distributing Unitholders in terms of the Resolution Framework, as identified by a duly appointed intermediary.
Final Placement Memorandum	The final placement memorandum to be issued, in relation to this Unit Distribution, in accordance with the InvIT Regulations
Listing Agreement	The listing agreement to be entered into with the Stock Exchanges by the Trust, in line with the format as specified under the Securities and Exchange Board of India circular number CIR/CFD/CMD/6/2015 dated October 13, 2015 on "Format of uniform Listing Agreement"
Listing Date	The date on which the Units will be listed on the Stock Exchanges
Mutual Funds	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
Placement Agent	Axis Capital Limited
Placement Agreement	The placement agreement dated April 2, 2024 entered into among the Trustee (acting on behalf of, and in its capacity as a trustee to the Trust), the Investment Manager, the Sponsor, the Project Manager, the Distributing Unitholders and the Placement Agent
Placement Memorandum	The placement memorandum to be issued, in relation to this Unit Distribution, in accordance with the InvIT Regulations
Registrar and Unit Transfer Agent or Registrar	KFin Technologies Limited
Unit Distribution	The unit distribution of up to 384,900,000 Units to Eligible Creditors, on a private placement basis, by the Distributing Unitholders as per the Resolution Framework approved by the NCLAT
Unit Value	₹100, being the value at which the IL&FS Unitholders have been issued Units in terms of the InvIT Documents
Working Day	Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business;

Technical and Industry Related Terms

Term	Description
2A/ Truck	2 Axle/ Truck
3A	3 Axle
AADT	Annual Average Daily Traffic
AI	Artificial intelligence
BOT	Build, operate and transfer
BTKM	Billion tonne kilometers
CCI	Competition Commission of India
CJV	Cars/ Jeeps/ Vans
CRISIL Report	The report titled "An assessment of the roads sector in India" dated March 2024, prepared by CRISIL
DBFOT	Design, build, finance, operate and transfer
DSRA	Debt Service Reserve Account
ETC	Electronic toll collection
FVTPL	Fair value through profit or loss
HAM	Hybrid Annuity Model
LJV/ LCV	Light Goods Vehicle/ Light Commercial Vehicles
MAV	Multi Axle Vehicle
MCA	Model Concession Agreement
MM	Major maintenance
MMR	Maximum marginal rate
MNC	Multinational company
NCR	National Capital Region
NH Fee Rules	National Highways Fee (Determination of Rates and Collection) Rules, 2008
NHDP	National Highways Development Project
NIP	National Infrastructure Pipeline
O&M	Operation and maintenance
OCI	Other comprehensive income
PPP	Public-private partnership
PPPAC	Public Private Partnership Appraisal Committee
RFID	Radio-frequency identification
ROU	Right-of-use
SCA	Service Concession Arrangement
Technical Consultants	Translink Infrastructure Consultants Private Limited; GMD Engineering Consultants Private Limited; HBS Infra Engineers India Private Limited; LSI Engineering & Consultants Limited; and Transys Consulting Private Limited
Technical Reports or Technical Consultant Reports	Collectively the technical reports, prepared by the Technical Consultants, in relation to the Project SPVs
Third Party Reports	Collectively, the Technical Consultant Reports, Traffic Reports, CRISIL Report and the Valuation Report
TMS	Toll management system
Toll SPVs	The Project SPVs, holding projects based on toll.
TOT	Toll, operate and transfer
Traffic Consultants	Collectively, Segmental Consulting & Infrastructure Advisory Private Limited; GMD Engineering Consultants Private Limited and HBS Infra Engineers India Private Limited
Traffic Reports or Traffic Consultant Reports	Collectively the traffic reports, prepared by the Traffic Consultants, in relation to Toll SPVs
VGF	Viability Gap Funding
WPI	Wholesale price index

Abbreviations

Term	Description
AIF	Alternative Investment Fund as defined in and registered with SEBI under the SEBI AIF Regulations

Term	Description
BSE	BSE Limited
CAN	Confirmation of Allocation Note
CCEA	Cabinet Committee on Economic Affairs
CDSL	Central Depository Services (India) Limited
Companies Act	Companies Act, 1956 and/or the Companies Act, 2013, as applicable
Companies Act, 1956	The erstwhile Companies Act, 1956 read with the rules, regulations, clarifications and modifications thereunder
Companies Act, 2013	Companies Act 2013, as amended read with rules, regulations, clarifications and modifications thereunder
Competition Act	The Competition Act, 2002
CRISIL	CRISIL Research, a division of CRISIL Limited
Depositories Act	Depositories Act, 1996
Depository	A depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018
Depository Participant	A depository participant as defined under the Depositories Act
DIN	Director Identification Number
EPC	Engineering, Procuring and Construction
FEMA	Foreign Exchange Management Act, 1999, read with rules and regulations thereunder
FEMA Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
Finance Act	Finance Act, 2021
Financial Year or Fiscal Year or Fiscal	Period of 12 months ended March 31 of that particular year, unless otherwise stated
FVCI	Foreign venture capital investors, as defined under the SEBI FVCI Regulations
GAAR	General Anti-Avoidance Rules
GDP	Gross Domestic Product
GoI or Government	Government of India
GST	Goods and Services Tax
ICAI	Institute of Chartered Accountants of India
ICRA	ICRA Limited
Ind AS	Companies (Indian Accounting Standards) Rules, 2015, notified on February 19, 2015 by the MCA, including any amendments or modifications thereto
Indian GAAP	Accounting principles generally accepted in India, including the Accounting Standards as prescribed under Section 133 of the Companies Act, 2013 read with Companies (Accounting Standards) Rules, 2006, as amended or Companies (Indian Accounting Standard) Rules, 2015, as amended.
InvIT	Infrastructure investment trust
InvIT Regulations	Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and circulars, notifications, guidelines and clarifications issued thereunder
IRDAI	Insurance Regulatory and Development Authority of India
IRR	Internal rate of return
IT Act	Income-tax Act, 1961
KRFB	Kerala Road Fund Board
LODR Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
MAT	Minimum alternate tax
MCA	Ministry of Corporate Affairs
MoEF	Ministry of Environment, Forest and Climate Change
MoRTH	Ministry of Road Transport and Highways
NEFT	National Electronic Funds Transfer
NHAI	National Highways Authority of India
NITI	National Institution for Transforming India
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
OCD	Optionally Convertible Debenture
PAN	Permanent Account Number

Term	Description
RBI	Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
Rs./Rupees/INR/₹	Indian Rupees
RTGS	Real Time Gross Settlement
SCR (SECC) Regulations	Securities Contract (Regulation) (Stock Exchanges and Clearing Corporations) Regulations, 2018
SCRA	Securities Contracts (Regulation) Act, 1956
SEBI	Securities and Exchange Board of India
SEBI Act	The Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
U.S. Securities Act	U.S. Securities Act of 1933, as amended
Stock Exchanges	BSE and NSE
STT	Securities transaction tax
Tax	All forms of direct and indirect taxes, duties, charges, levies, including without limitation corporate income tax, withholding tax, minimum alternate tax, sales tax, goods & services tax, value added tax, customs and excise duties, service tax, capital gains tax and all charges, interest, penalties and fines incidental or relating to any taxation falling within the aforesaid or which arise as a result of the failure to pay any taxes on the due date or to comply with any obligation relating to tax
U.S./USA/United States	United States of America
USD/US$	United States Dollars
Water Pollution Act	Water (Prevention and Control of Pollution) Act, 1974

PRESENTATION OF FINANCIAL DATA AND OTHER INFORMATION

Certain Conventions

All references in this Draft Placement Memorandum to "India" are to the Republic of India, all references to the "U.S.", or the "United States" are to the United States of America, all references to page numbers in this Draft Placement Memorandum are to the page numbers of this Draft Placement Memorandum.

Financial Data

Unless stated otherwise, the financial information in this Draft Placement Memorandum is derived from the Audited Special Purpose Combined Financial Statements. The Trust was settled as a contributory irrevocable determinate trust on October 6, 2020, and has acquired ownership of MBEL (FY 2021-22), TRDCL (FY 2022-23), SBHL (FY 2021-22), HREL (FY 2022-23) and PSRDCL (FY 2023-24). Further, the Trust proposes to acquire 100.00% ownership of BAEL and the remaining 14.50% shareholding of MBEL, which is currently held by IL&FS Transportation Networks Limited, prior to the filing of the Placement Memorandum. For further details, please see the section "*Formation Transactions in Relation to the Trust*" on page 26.

The Audited Special Purpose Combined Financial Statements have been prepared in accordance with the recognition and measurement principles of the Indian Accounting Standards, as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013 read with the InvIT Regulations and the circulars issued thereunder and the Guidance Note on Combined and Carve-Out Financial Statements issued by the Institute of Chartered Accountants of India. For further details, please see the section "*Audited Special Purpose Combined Financial Statements*" on page 393.

Further, this Draft Placement Memorandum includes projections of revenue from operations and cash flows from operating activities of the Trust on a combined basis and each of Project SPV, individually, for the financial years ended March 31, 2025, March 31, 2026 and March 31, 2027, prepared in accordance with the basis of preparation as set out the projections of revenue from operations and cash flow from operating activities (the "**Projections of Revenue from Operations and Cash Flow from Operating Activities**"). For further details, please see the section "*Projections of Revenue from Operations and Cash Flow from Operating Activities*" on page 480.

Further, this Draft Placement Memorandum includes summaries of the audited financial statements of (i) the Sponsor, as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021 prepared in accordance with Ind AS and the Companies Act, derived from the financial statements of the Sponsor for the respective years; and (ii) Investment Manager, as of and for the period ended March 31, 2023 March 31, 2022 and March 31, 2021, prepared in accordance with Ind AS and the Companies Act and derived from the financial statements of the Investment Manager. For further details, please see the sections "*Summary Financial Information of the Sponsor*" and "*Summary Financial Information of the Investment Manager*" on pages 36 and 41, respectively.

The financial year for the Trust, the Investment Manager, the Project SPVs and the Sponsor, commences on April 1 and ends on March 31 of the next year, and accordingly, all references to a particular financial year or fiscal year, unless stated otherwise, are to the 12-month period ended on March 31 of that year.

The degree to which the financial information included in this Draft Placement Memorandum will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting policies and practices, the Companies Act, the Indian GAAP, Ind AS and the InvIT Regulations. The Investment Manager has not attempted to explain these differences or quantify their impact on the financial data included in this Draft Placement Memorandum, and it is urged that you consult your own advisors regarding such differences and their impact on our financial data. Any reliance by persons not familiar with Indian accounting policies and practices on the financial disclosures presented in this Draft Placement Memorandum should accordingly be limited.

In this Draft Placement Memorandum, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures and percentage figures have been rounded off to two decimal places. However, where any figures may have been sourced from third-party industry sources, such figures may be rounded-off to such number of decimal points as provided in such respective sources.

Non-GAAP Measures

EBITDA and EBITDA Margin (together, "**Non-GAAP Measures**"), presented in this Draft Placement Memorandum are a supplemental measure of our performance and liquidity that is not required by, or presented in accordance with, Ind AS, Indian GAAP, IFRS or US GAAP. Further, these Non-GAAP Measures are not a measurement of our financial performance or liquidity under Ind AS, Indian GAAP, IFRS or US GAAP and should not be considered in isolation or construed as an alternative to cash flows, profit/ (loss) for the years/ period or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS, Indian GAAP, IFRS or US GAAP. In addition, EBITDA and EBITDA Margin are not standardised terms, hence a direct comparison of these Non-GAAP Measures between companies may not be possible. Other companies may calculate these Non-GAAP Measures differently from us, limiting its usefulness as a comparative measure. Although such Non-GAAP Measures are not a measure of performance calculated in accordance with applicable accounting standards, the Investment Manager believes that they are useful to an investor in evaluating us as they are widely used measures to evaluate our operating performance.

Currency and Units of Presentation

All references to:

- "Rupees" or "₹" or "INR" or "Rs." are to Indian Rupees, the official currency of the Republic of India; and
- "USD" or "US$" or "$" or "U.S. dollars" are to United States Dollars, the official currency of the United States

Except otherwise specified, certain numerical information in this Draft Placement Memorandum has been presented in "million" units. (i) One million represents 1,000,000; (ii) one billion represents 1,000,000,000; and (iii) one lakh represents 1,00,000. Unless the context requires otherwise, any percentage amounts, as set forth in this Draft Placement Memorandum, have been calculated on the basis of the Audited Special Purpose Combined Financial Statements and the summary financial statements of (i) the Sponsor; and (ii) the Trust, as the case may be.

Exchange Rates

This Draft Placement Memorandum contains conversion of certain other currency amounts into Indian Rupees. These conversions should not be construed as a representation that these currency amounts could have been, or can be converted into Indian Rupees, at any particular rate. The following table sets forth, for the periods indicated, information with respect to the exchange rate between the Rupee and the US$ and the Rupee:

(in ₹)

Currency	Exchange Rate as on			
	December 31, 2023	March 31, 2023	March 31, 2022	March 31, 2021
1 US$	83.12	82.22	75.81	73.50

Source: https://www.fbil.org.in/#/home; www.xe.com.
Note: The reference rates are rounded off to two decimal places.

Industry and Market Data

Unless stated otherwise, industry and market data used in this Draft Placement Memorandum has been obtained or derived from CRISIL Report. The Investment Manager has commissioned the CRISIL Report, to provide an independent estimation of the roads sector, which is based on historical data and certain assumptions.

Industry publications as well as government publications generally state that the information contained in such publications has been obtained from various sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Accordingly, no decisions should be based solely on such information. The data used in these sources may have been re-classified for the purposes of presentation. Data from these sources may also not be comparable. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those disclosed in the section "*Risk Factors- We have relied on data derived from (i) Technical Consultant Reports commissioned from the Technical Consultants, (ii) Traffic Reports commissioned from the Traffic Consultants and (iii) the CRISIL Report, which are based on certain estimates and assumptions and are subject to the limitations set out therein.*" on page 61. Accordingly, decisions should not be based solely on such information.

The extent to which the market and industry data used in this Draft Placement Memorandum is meaningful depending on the reader's familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which the business of the Trust is conducted, and methodologies and assumptions may vary widely among different industry sources. The CRISIL Report is subject to the following disclaimer:

"*CRISIL Market Intelligence & Analytics (CRISIL MI&A), a division of CRISIL Limited (CRISIL) has taken due care and caution in preparing this report (Report) based on the Information obtained by CRISIL from sources which it considers reliable (Data). However, CRISIL does not guarantee the accuracy, adequacy or completeness of the Data / Report and is not responsible for any errors or omissions or for the results obtained from the use of Data / Report. This Report is not a recommendation to invest / disinvest in any entity covered in the Report and no part of this Report should be construed as an expert advice or investment advice or any form of investment banking within the meaning of any law or regulation. CRISIL especially states that it has no liability whatsoever to the subscribers / users / transmitters/ distributors of this Report. Without limiting the generality of the foregoing, nothing in the Report is to be construed as CRISIL providing or intending to provide any services in jurisdictions where CRISIL does not have the necessary permission and/or registration to carry out its business activities in this regard. Roadstar Investment Managers Limited will be responsible for ensuring compliances and consequences of non-compliances for use of the Report or part thereof outside India. CRISIL MI&A operates independently of, and does not have access to information obtained by CRISIL Ratings Limited, which may, in their regular operations, obtain information of a confidential nature. The views expressed in this Report are that of CRISIL MI&A and not of CRISIL Ratings Limited. No part of this Report may be published/reproduced in any form without CRISIL's prior written approval.*"

Valuation

The Valuation Report was commissioned by the Investment Manager for the purposes of the Unit Distribution.

Traffic Data

The Traffic Reports were commissioned by the Investment Manager.

Credit Rating

The Trust has obtained credit rating from ICRA Limited. The credit rating issued to the Trust is subject to the following disclaimer:

"ICRA ratings should not be treated as recommendation to buy, sell or hold the rated debt instruments. ICRA ratings are subject to a process of surveillance, which may lead to revision in ratings. An ICRA rating is a symbolic indicator of ICRA's current opinion on the relative capability of the issuer concerned to timely service debts and obligations, with reference to the instrument rated. Please visit our website www.icra.in or contact any ICRA office for the latest information on ICRA ratings outstanding. All information contained herein has been obtained by ICRA from sources believed by it to be accurate and reliable, including the rated issuer. ICRA however has not conducted any audit of the rated issuer or of the information provided by it. While reasonable care has been taken to ensure that the information herein is true, such information is provided 'as is' without any warranty of any kind, and ICRA in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness or completeness of any such information. Also, ICRA or any of its group companies may have provided services other than rating to the issuer rated. All information contained herein must be construed solely as statements of opinion, and ICRA shall not be liable for any losses incurred by users from any use of this publication or its contents."

Websites

The information contained on the websites of the Trust, the Trustee, the Placement Agent, or the other websites referred in this Draft Placement Memorandum or that can be accessed through our websites or such other websites, neither constitutes part of this Draft Placement Memorandum, nor is it incorporated by reference therein and should not form the basis of any investment decision. For details of the websites of the Trust, Trustee and Placement Agent, please see the section "*General Information*" on page 92.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Draft Placement Memorandum that are not statements of historical fact constitute "forward-looking statements". Forward-looking statements can generally be identified by terminology such as "aim", "anticipate", "believe", "continue", "can", "could", "estimate", "expect", "intend", "likely", "may", "objective", "plan", "potential", "project", "pursue", "shall", "should", "target", "targeted", "will", "would", or other words or phrases of similar import. Similarly, statements that describe the strategies, objectives, plans or goals of the Trust are also forward-looking statements. However, these are not the exclusive means of identifying forward-looking statements.

All statements regarding the Trust's expected financial conditions, results of operations, business plans and prospects are forward-looking statements. These forward-looking statements include statements as to the Trust's business strategy, planned projects, revenue and profitability (including, without limitation, any financial or operating projections or forecasts), new business and other matters discussed in this Draft Placement Memorandum that are not historical facts. These forward-looking statements and any other projections contained in this Draft Placement Memorandum (whether made by the Trustee, Investment Manager or any third party), are predictions and involve known and unknown risks, uncertainties, assumptions and other factors that may cause the Trust's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements or other projections. Further, this Draft Placement Memorandum also includes the section "*Projections of Revenue from Operating and Cash Flow from Operating Activities*" on page 480.

The Valuation Report included in this Draft Placement Memorandum, is based on certain projections and accordingly, should be read together with assumptions and notes thereto. For further details, please see the "*Valuation Report*" attached as Annexure A. The Traffic Reports, attached at Annexure B, include projections and estimates in relation to routine and periodic maintenance, including operation and maintenance contracts review, and operational analysis and generation comparison and accordingly, should be read in conjunction with the relevant notes and assumptions thereto.

All forward-looking statements and financial projections are subject to risks, uncertainties and assumptions. Actual results may differ materially from those suggested by forward-looking statements and financial projections due to certain known or unknown risks or uncertainties associated with the Investment Manager's expectations with respect to, but not limited to, the actual growth in the infrastructure sector, the Investment Manager's ability to successfully implement the strategy, growth and expansion plans, technological changes, cash flow projections, exposure to market risks, general economic and political conditions in India, monetary and fiscal policies of India, inflation, deflation, foreign exchange rates, performance of financial markets in India or globally, changes in domestic laws, regulations and taxes, changes in competition in the infrastructure sector, the outcome of any legal or regulatory proceedings and the future impact of new accounting standards. By their nature, certain of the market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains, losses or impact on net income could materially differ from those that have been estimated.

Factors that could cause actual results, performance or achievements of the Trust to differ materially include, but are not limited to, those discussed under the sections "*Risk Factors*", "*Industry Overview*", "*Our Business*" and "*Discussion and analysis by the Directors of the Investment Manager of the financial condition, results of operations and cash flows of the Project SPVs of the Trust*", on pages 59, 152, 189 and 270, respectively. Some of the factors that could cause the Trust's actual results, performance or achievements to differ materially from those in the forward-looking statements, financial projections and financial information include, but are not limited to, the following:

- Toll collections and toll road traffic volumes may be affected by competing roads and bridges and other modes of transportation, and any improvements to, or construction of, such roads, bridges and other modes of transportation;

- Toll rates and collections and toll road traffic volumes are subject to regulatory constraints, number of road users subject to such rates and dependent on factors beyond our control;

- Leakage of the toll fees of any of the toll-based Project SPV's roads may materially and adversely affect our revenues and financial condition;

- We have relied on data derived from (i) Traffic Reports commissioned from the Traffic Study Consultant and (ii) the CRISIL Report, which are based on certain estimates and assumptions and are subject to the limitations set out therein;

- Certain provisions of the standard form of Concession Agreements may be untested, and the Concession Agreements may contain certain restrictive terms and conditions which may be subject to varying interpretations;

- The Valuation Report, and any underlying reports, are not opinions on the commercial merits of the Trust or the Project SPVs, nor are they opinions, expressed or implied, as to the future trading price of the Units or the financial condition of the Trust upon listing, and the valuation contained therein may not be indicative of the true value of the Project SPV's assets;

- Any infrastructure project that we acquire which is still under construction and development may be subject to cost overruns or delays;

- We may be subject to increases in costs, including operation and maintenance costs, which we cannot recover by increasing toll fees or annuity income under the relevant Concession Agreements;

- We will depend on various third parties to undertake certain activities in relation to the operation and maintenance of the roads and any delay, default or unsatisfactory performance by these third parties could materially and adversely affect our ability to effectively operate or maintain the roads. Further, the operation of the Project SPVs will also depend on our relationships with other stakeholders; and

- Our actual results may be materially different from the expectations, express or implied, or Projections of Revenue from Operations and Cash Flows from Operating Activities included, in this Draft Placement Memorandum.

The forward-looking statements, Projections of Revenue from Operations and Cash Flow from Operating Activities, Valuation Report, Technical Reports and Traffic Reports reflect current views as of the dates specified therein and are not a guarantee of future performance or returns. These statements and projections are based on certain beliefs and assumptions, which in turn are based on currently available information. Although the Investment Manager and the Sponsor believe that the expectations and the assumptions upon which such forward-looking statements are based, are reasonable at this time, none of the Investment Manager or the Sponsor can assure that such expectations will prove to be correct or accurate.

In accordance with the InvIT Regulations, the assumptions underlying the Projections of Revenue from Operations and Cash Flow from Operating Activities have been examined by the Auditors in accordance with SAE 3400 "The Examination of Prospective Financial Information", issued by the Institute of Chartered Accountants of India. The Projections of Revenue from Operations and Cash Flow from Operating Activities have been prepared for inclusion in this Draft Placement Memorandum for the purposes of this Unit Distribution, using a set of assumptions that include hypothetical assumptions about future events and management's actions that are not necessarily expected to occur, and have been approved by the IM Board. Consequently, Eligible Creditors are cautioned that the Projections of Revenue from Operations and Cash Flow from Operating Activities may not be appropriate for purposes other than that described above. In any event, these statements speak only as of the date of this Draft Placement Memorandum or the respective dates indicated in this Draft Placement Memorandum.

The Trust, the Investment Manager, the Sponsor and the Placement Agent or any of their affiliates or advisors, undertake no obligation to update or revise any of statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, whether as a result of new information, future events or otherwise after the date of this Draft Placement Memorandum. If any of these risks and uncertainties materialize, or if any of the Investment Manager's underlying assumptions prove to be incorrect, the actual results of operations or financial condition or cash flow of the Trust could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to the Trust are expressly qualified in their entirety by reference to these cautionary statements. Given these uncertainties, Eligible Creditors are cautioned not to place undue reliance on such forward-looking statements and financial projections, and not to regard such statements to be a guarantee or assurance of the Trust's future performance or returns to unitholders.

THE UNIT DISTRIBUTION

The following is a general summary of the terms of this Unit Distribution. This summary should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Draft Placement Memorandum:

Unit Distribution	Unit Distribution of up to 384,900,000* Units to Eligible Creditors, on a private placement basis, by the Distributing Unitholders as per the Resolution Framework approved by the NCLAT. Pursuant to SEBI's letter dated March 20, 2024, the Trust has received an exemption from strict enforcement of Regulation 12(3A) of the InvIT Regulations, with reference to the requirement of holding certain Units by the Sponsor and Sponsor Group entities, collectively, for a certain period of time, subject to the Sponsor holding not less than 15% of the Units on a post-issue basis for a period of three years. Accordingly, up to 67,950,000 Units, equivalent to not less than 15% of total outstanding Units post the Unit Distribution, are proposed to be distributed by IL&FS Transportation Networks Limited to the Sponsor ("**Sponsor Lock-in Units**"), which will be held by the Sponsor for a period of at least three years from the date of listing of the Units.
Unit Value	₹100, being the value at which the IL&FS Unitholders have been issued Units in terms of the InvIT Documents
Minimum Allotment Lot[1]	200,000 Units
Unit Distribution Allocation Date[2]	[●]
Sponsor	Roadstar Infra Private Limited
Trustee	Axis Trustee Services Limited
Investment Manager	Roadstar Investment Managers Limited
Project Manager	Elsamex Maintenance Services Limited
Eligible Creditors	Eligible creditors of Distributing Unitholders in terms of the Resolution Framework and the Interim Distribution Framework, as identified by a duly appointed intermediary.
Authority for this Unit Distribution	This Unit Distribution has been authorised and approved by the IM Board on April 2, 2024[3]
Tenure of the Trust	The Trust shall remain in force perpetually until it is dissolved or terminated in accordance with the Trust Deed. For details, please see the section "*Parties to the Trust*" on page 97.
Units issued and outstanding as of the date of this Draft Placement Memorandum[4]	As of the date of this Draft Placement Memorandum, there are 374,395,952[5] issued and outstanding Units.
Units issued and outstanding immediately after the Unit Distribution	Up to [●] Units
Sponsor and Sponsor Group(s) Units[6]	Up to 67,950,000 Units, equivalent to not less than 15% of total outstanding Units post the Unit Distribution, are proposed to be distributed by IL&FS Transportation Networks Limited to the Sponsor ("**Sponsor Lock-in Units**"), which will be held by the Sponsor for a period of at least three years from the date of listing of the Units in terms of SEBI's letter dated March 20, 2024 (exempting the Trust from strict enforcement of Regulation 12(3A) of the InvIT Regulations). The Units held by the Sponsor shall rank *pari passu* with, and have the same rights as the Units to be Allotted pursuant to this Unit Distribution. The Units to be held by the Sponsor and the Sponsor Group have been allotted to the Sponsor and Sponsor Group pursuant to the resolution of the IM Board dated [●], 2024.
Distribution	Please see the section "*Distribution*" on page 265
Indian Taxation	Please see the section "*Statement of Possible Tax Benefits"* on page 372
Listing	Prior to this Unit Distribution, there has been no market for the Units. The Units are proposed to be listed on the Stock Exchanges. In-principle approval for listing

	of the Units has been received from Stock Exchanges on [●] and [●]. The Investment Manager shall apply to the Stock Exchanges for the final listing and trading approval, after the Allotment and the credit of the Units to the demat accounts of the Allottees
Designated Stock Exchange	NSE
Closing Date	The date on which Allotment of the Units pursuant to this Unit Distribution shall be made, i.e. on or about [●]
Ranking	The Units being issued shall rank *pari passu* in all respects, including rights in respect of distribution. Please see the section *"Rights of Unitholders"* on page 357
Lock-in and Rights of Unitholders	For details, please see the sections "*Information Concerning the Units*" and "*Rights of Unitholders*" on pages 252 and 357, respectively
Risk Factors	Eligible Creditors should consider carefully the matters discussed in the section *"Risk Factors*" on page 59

[*]Includes the Units to be issued pursuant to the proposed transfer of BAEL and 14.50% shareholding of MBEL to the Trust. For further details please see the section "Formation Transactions in relation to the Trust" on page 26.

[1]As per the exemption granted by SEBI by way of its letter dated March 20, 2024.

[2]The Trust has been granted an exemption by SEBI from disclosing the "issue opening date" and "issue closing date' by way of its letter dated March 20, 2024.

[3]The details of authorisations by the Distributing Unitholders for their participation in the Unit Distribution is set out below:

S. No.	*Distributing Unitholders*	*Date of Board Resolution*
1.	*Sabarmati Capital One Limited*	March 29, 2024
2.	*IL&FS Financial Services Limited*	March 30, 2024
3.	*Infrastructure Leasing & Financial Services Limited*	March 28, 2024
4.	*IL&FS Transportation Networks Limited*	March 29, 2024

[4]The total number of Units specified does not include the Units to be issued pursuant to the proposed transfer of BAEL and 14.50% shareholding of MBEL to the Trust. For further details please see the section "Formation Transactions in relation to the Trust" on page 26.

[5]The details in relation to the issue of Units by the Trust to the IL&FS Unitholders are set-out below:

S. No.	*Name*	*Number of Units*	*Date of Board Resolution*
	MBEL		
1.	*IL&FS Airports Limited*	*2,663,185*	*December 23, 2021*
2.	*Sabarmati Capital One Limited*	*8,494,972*	
3.	*IL&FS Financial Services Limited*	*26,016,583*	
4.	*Infrastructure Leasing & Financial Services Limited*	*56,856,800*	
5.	*IL&FS Cluster Development Initiative Limited*	*8,818,205*	
6.	*IL&FS Transportation Networks Limited*	*1,426,636*	
7.	*IL&FS Transportation Networks Limited*	*57,677,900*	
8.	*Bhopal E- Governance Limited*	*77,138*	
	SBHL		
9.	*IL&FS Transportation Networks Limited*	*20,781,190*	*March 18, 2022*
10.	*IL&FS Transportation Networks Limited*	*37,787,533*	
	HREL		
11.	*IL&FS Transportation Networks Limited*	*25,178,412*	*December 13, 2022*
12.	*IL&FS Financial Services Limited*	*67,858*	
13.	*Infrastructure Leasing & Financial Services Limited*	*52,362*	
14.	*IL&FS Transportation Networks Limited*	*112,885*	
	TRDCL		
15.	*IL&FS Transportation Networks Limited*	*3,753,445*	*December 13, 2022*
16.	*IL&FS Financial Services Limited*	*1,070,923*	
17.	*Infrastructure Leasing & Financial Services Limited*	*3,221,383*	
18.	*IL&FS Transportation Networks Limited*	*36,428*	
	PSRDCL		
19.	*IL&FS Transportation Networks Limited*	*47,433,603*	*May 12, 2023*
20.	*IL&FS Financial Services Limited*	*29,254,765*	
21.	*Infrastructure Leasing & Financial Services Limited*	*28,983,719*	
22.	*IL&FS Cluster Development Initiative Limited*	*8,791,241*	
23.	*Sabarmati Capital One Limited*	*5,665,511*	
24.	*IL&FS Transportation Networks Limited*	*173,275*	

[6]As permitted by SEBI by way of its letter dated March 20, 2024, the Sponsor is only required to hold the mandatory unitholding, being not less than 15% of total outstanding Units, post the Unit Distribution, as contemplated under Regulation 12(3) of the InvIT Regulations for a period of three years from the date of listing and accordingly, up to 67,950,000 Units will be distributed to the Sponsor to comply with such requirements. The Sponsor Lock-in Units will be distributed to the Eligible Creditors upon expiry of the three year period. For details see "Unit Distribution Procedure and Information" on page 365.

The Unit Distribution is a distribution of Units under Regulation 14(2) of the InvIT Regulations, subject to exemptions granted by way of SEBI Exemption Letters. The Units will be listed within six Working Days from the date of finalization of Allocation under the Unit Distribution. Upon listing of the Units on the Stock Exchanges, the Units shall be traded only on the dematerialized segment of the Stock Exchanges.

In accordance with the InvIT Regulations, no Unitholder shall enjoy superior voting or any other rights over another Unitholder. Further, there shall not be multiple classes of Units. However, the Trust may issue subordinate units of the Trust only to the Sponsor and its Associates, in compliance with the InvIT Regulations, where such subordinate units of the Trust shall carry only inferior voting or other rights compared to the Units. For further details in relation to this Unit Distribution, including the method of application, please see the section "*Unit Distribution Procedure and Information*" on page 365.

No person connected with the Unit Distribution, including any person connected with the distribution of this Draft Placement Memorandum, shall offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any person for participating in the Unit Distribution. For further details in relation to this Unit Distribution please see the section "*Unit Distribution Procedure and Information*" on page 365.

Preliminary distribution

It is contemplated that the Units allotted to (and currently held by) the IL&FS Group as consideration of the transfer of their respective interests in the Project SPVs to the Trust would be distributed to the Eligible Creditors of such IL&FS Group entities as per Resolution Framework.

While the intention of the Unit Distribution is to ensure that Eligible Creditors (i.e., non-IL&FS Group entities) receive Units from the IL&FS Group entities as part of the Resolution Framework, in certain cases, the creditors of the IL&FS Unitholders are actually other IL&FS Group entities themselves ("**Intragroup Creditors**"). To prevent a situation where in the Units held by the relevant IL&FS Unitholders would be distributed to (and held by) Intragroup Creditors even after the Unit Distribution, a preliminary distribution of such Units to the Intragroup Creditors will be undertaken prior to the completion of the Unit Distribution. This Preliminary Distribution is proposed to be completed between the filing of this Draft Placement Memorandum and the Placement Memorandum.

The Units distributed to the Intragroup Creditors pursuant to the Preliminary Distribution would then, in turn, be distributed in terms of the Resolution Framework to their external creditors (i.e., non-IL&FS Group entities) pursuant to the Unit Distribution.

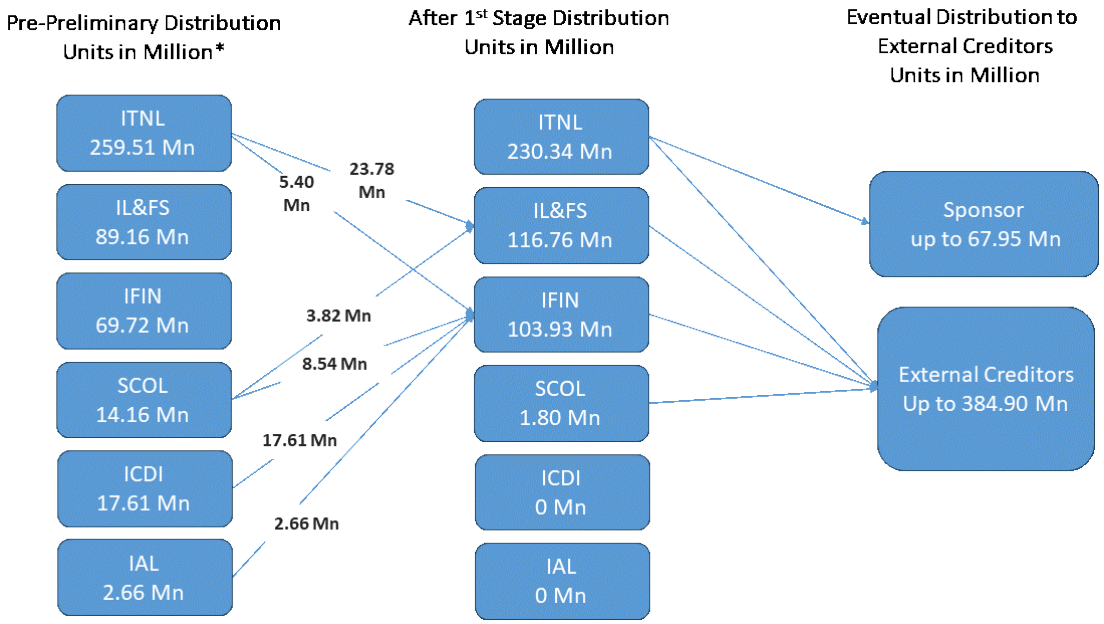
The unitholding of the IL&FS Group entities that currently hold Units ("**IL&FS Unitholders**"), before and after the Preliminary Distribution is set out below:

S. No.	**Name of Entity**	**Pre-Preliminary Distribution**		**Post Preliminary Distribution^**	
		No. of units held *	**% of holding**	**No. of units held**	**% of holding**
1.	IL&FS Transportation Networks Limited	19,43,61,307	51.91	[●]	[●]
2.	IL&FS	8,91,14,264	23.80	[●]	[●]
3.	Sabarmati Capital One Limited	1,41,60,483	3.78	[●]	[●]
4.	IL&FS Financial Services Limited	5,64,10,129	15.07	[●]	[●]
5.	IL&FS Airports Limited	26,63,185	0.71	-	*Nil*
6.	IL&FS Cluster Development Initiative Limited	1,76,09,446	4.70	-	*Nil*

** Each holding such Units in a separate escrow accounts belonging to such IL&FS Unitholder*
^ To be updated in Placement Memorandum. Includes Units issued pursuant to the completion of the proposed transfer of BAEL and remaining shareholding of 14.50% of MBEL to the Trust.

In this regard exemption from strict enforcement (i) of second proviso of Regulation 12(3) of the InvIT Regulations, with reference to requirement of holding of Units in excess of the minimum 15% of the Units for one year to allow the Preliminary Distribution to the Intragroup Creditors and subsequently to the Eligible Creditors; and (ii) of Regulation 16(10) of the InvIT Regulations, with reference to requirement of Units to be held by persons other than the Sponsor Group for one year from the date of listing has been granted by SEBI by way of its letter dated March 20, 2024.

Please see below an indicative diagrammatic representation of the Preliminary Distribution and the Unit Distribution and the corresponding distribution of Units:



**includes units expected to be issued upon the completion of the proposed transfer of BAEL and the remaining shareholding of 14.50% in MBEL to the Trust.*

OVERVIEW OF THE TRUST

The following overview is qualified in its entirety by, and is subject to, the more detailed information contained in, or referred to elsewhere, in this Draft Placement Memorandum. The statements contained in this summary that are not historical facts may be forward-looking statements. Such statements are subject to certain risks, uncertainties and assumptions that could cause actual results of the Trust to differ materially from those forecasted or projected in this Draft Placement Memorandum. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction of the accuracy of the underlying assumptions by the Trust, the Parties to the Trust or the Placement Agent or any other person or that these results will be achieved or are likely to be achieved. Eligible Creditors are advised not to rely solely on this overview, however, and should read this Draft Placement Memorandum in its entirety and in particular, the section "Risk Factors" on page 59.

Structure and description of the Trust

Roadstar Infra Private Limited ("**Settlor**") set up the Trust by way of the Trust Deed dated October 6, 2020, as amended, as a contributory irrevocable determinate trust under the provisions of the Indian Trusts Act, 1882 at Mumbai, India. The Settlor has settled the Trust for an initial sum of ₹ 1,000. The Sponsor shall not have any beneficial interest in such initial sum of the Trust and such sum shall not be distributed to Sponsor under any circumstances. The Trust was registered as an infrastructure investment trust under the InvIT Regulations on December 22, 2020, having registration number IN/InvIT/20-21/0015.

For details of the registered office and contact person of the Settlor, please see the section "*General Information*" on page 92.

Further, Roadstar Investment Managers Limited has been appointed as the Investment Manager to the Trust, and Elsamex Maintenance Services Limited has been appointed as the Project Manager to the Trust pursuant to a resolution passed by the IM Board. The Project Manager, the Investment Manager and the Project SPVs (except BAEL) have entered into Project Implementation and Management Agreement in this regard. For further details, please see the section "*Parties to the Trust*" on page 97.

Investment Objectives

The object and purpose of the Trust shall be to carry on the activity of an infrastructure investment trust under the InvIT Regulations. The principal investment objectives of the Trust is to own, operate and invest in infrastructure projects in India, directly or through Holdco or SPVs and make other investments and undertake such activities in such jurisdictions as may be permissible under the InvIT Regulations, other applicable law and the InvIT Documents (collectively, the "**Investment Objectives**").

The Trustee, in consultation with the Investment Manager, shall ensure that the InvIT Assets shall be utilized solely for the purpose of the Investment Objectives set out above, towards making investments and incurring expenses of the Trust in accordance with the InvIT Documents.

The Trust shall not engage in any business or activities except as permitted under InvIT Documents and subject to the InvIT Regulations.

Unless permitted by applicable law, the Trustee shall, in consultation with the Investment Manager, ensure that the InvIT Assets shall not be utilized for any activities prohibited under the InvIT Regulations. The Trustee shall, in consultation with the Investment Manager, also ensure that the Trust complies with any additional conditions as may be specified by the SEBI.

The Trustee, in respect of the Trust, shall, in consultation with the Investment Manager, do all other things necessary and conducive to the attainment of the Investment Objectives, directly or through the Investment Manager or the Project Manager.

The Trustee, on the advice of the Investment Manager, may, if it deems expedient, from time to time, review, revise, amend, vary or alter the Investment Objectives in accordance with the Trust Deed, subject to the provisions of the InvIT Documents and applicable law.

All InvIT Assets shall be registered in the name of the Trust or the Trustee (on behalf of the Trust), as permissible.

Fee and expenses

Annual Expenses

The expenses in relation to the Trust, other than such expenses incurred in relation to operations of the Project SPVs, would broadly include fee payable to: (i) the Trustee; (ii) the Investment Manager; (iii) the Project Manager; (iv) the Auditors, (v) the Valuer; and (vi) other intermediaries and consultants.

The estimated recurring expenses on an annual basis (excluding GST), including but not limited to, are as follows:

(₹ in million)

Payable by the Trust	Estimated Expenses*
Fee payable to Credit Rating Agency	4.00
Fee payable to the Valuer	Please see Note 1 below
Fee payable to the Technical Consultant	18.23
Fee payable to the Auditors	1.60
Fee payable to Trustee	Please see Note 2 below
Fee payable to Investment Manager	Please see Note 3 below
Fee payable to Project Manager	Please see Note 4 below

**The above-mentioned expenses relate to one full year of operation for the Trust.*

Note 1:
The Valuer shall be entitled to a fee of ₹1.50 million, excluding out of pocket expenses incurred in connection with the performance of the services.

Note 2:
The Trustee shall be entitled to a fee of ₹1.80 million (the "**Trusteeship Fee**"), which shall be paid annually to the Trustee for the services rendered to the Trust. In addition, the Trustee shall be to recover from the Trust any (i) any legitimate out of pocket expenses incurred by it in relation to its trusteeship of the Trust, and (ii) any tax or duty including goods and services tax (other than income tax) which is, or has become as on the date of collection of such tax or duty, leviable under the applicable law on the fee payable to the Trustee by the Trust.

Note 3:
The annual fee payable by the Trust to the Investment Manager shall be equal to 107.00% of the costs incurred by the Investment Manager in providing the investment management services to the Trust under the Investment Management Agreement. For the purposes of this proposal, "costs" shall include all manpower expenses, administrative expenses, audit fees and operating expenses that may be, or are, debited to the Investment Manager's statement of profit and loss, excluding depreciation. Such fee will be paid to the Investment Manager on a quarterly basis as per the terms of the Investment Management Agreement.

The Investment Manager shall be able to recover from the Trust any tax or duty or levies including good and services tax (other than income tax) which is, or may become, leviable under applicable law on the fees payable to the Investment Manager by the Trust.

Note 4:
The Project Manager is entitled to a fee from the funds of the relevant Project SPV on an arm's length basis in accordance with the relevant Project Implementation and Management Agreement ("**PM Fee**"). The PM Fee is calculated equal to 1.50% of the operation, management, major maintenance expenses (paid or accrued) of the identified SPV in the financial year in which the fee is being paid. The fee as described above, is payable in monthly instalments.

The payments of PM Fee is subject to applicable tax deduction, as may be required as per applicable law. The PM Fee is exclusive of GST which is attributed to the account of the relevant Project SPV. The Project Manager can charge delay interest in case of failure to make payments within the agreed timelines in accordance with the provisions of the relevant Project Implementation and Management Agreement.

Set-up expenses

In connection with establishment and registration of the Trust, the Sponsor has incurred approximately ₹50.76 million as expenses, which has been reimbursed by the Trust.

Unit Distribution Expenses

The total expenses of this Unit Distribution are estimated to be up to ₹ [●] million ("**Unit Distribution Expenses**"). The Unit Distributions Expenses consist of fee and commissions payable to the Placement Agent, fee payable to legal counsels and Registrar, fee payable to Trustee, Valuer, SEBI (filing of the Unit Distribution Documents), Technical Consultant, Auditor and Credit Rating Agency, stamp duties payable on issuance of units, Registrar and Unit Transfer Agent and all other incidental and miscellaneous expenses for undertaking the formation transactions and for listing the Units on the Stock Exchange. The Unit Distribution expenses shall be borne by the Trust. For ease of operations, if required, the expenses in relation to the Unit Distribution as stated above, at the outset, may be borne by the Sponsor or the Investment Manager on behalf of the Trust, and the Investment Manager (on behalf of the Trust) agrees that it will reimburse the Sponsor or the Investment Manager for all such expenses as may be incurred by the Sponsor or the Investment Manager on actual basis, from the future cash flows of the Trust.

We propose to pay a fee to Axis Capital Limited ("Axis Capital**") in respect to its role as the Placement Agent. While Axis Capital is an affiliate of the Trustee, it is not an associate of the Trust in terms of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992. There is no conflict of interest under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, or any other applicable SEBI rules or regulations and current disclosure is being made to ensure disclosure of all transactions with affiliate of the Trustee. The current disclosure is being made to ensure disclosure of all transactions with affiliate of the Trustee.*

Details of credit ratings

Please see the section "*General Information – Credit ratings*" on page 96 in relation to the details of credit ratings.

FORMATION TRANSACTIONS IN RELATION TO THE TRUST

Details of arrangements pertaining to the Trust

The Project SPVs comprise of six road project SPVs, namely, (i) Hazaribagh Ranchi Expressway Limited; (ii) Moradabad Bareilly Expressway Limited; (iii) Pune Sholapur Road Development Company Limited; (iv) Sikar Bikaner Highway Limited; (v) Thiruvananthapuram Road Development Company Limited; and (vi) Barwa Adda Expressway Limited (collectively**, "the Project SPVs")**. The shareholding of the Project SPVs, except for the proposed transfer of the 100% shareholding of BAEL and 14.50% shareholding of MBEL, has been transferred to the Trust by way of the relevant Share Purchase Agreements.

The details of the Project SPVs as on the date of this Draft Placement Memorandum are provided below:

1. **Hazaribagh Ranchi Expressway Limited ("HREL")**

   HREL is a public limited company incorporated on March 19, 2009, originally incorporated as ITNL Highways Development Company Limited, under the Companies Act, 1956 (CIN U45203MH2009PLC191070). Pursuant to a fresh certificate of incorporation dated May 11, 2009, the name of the company was changed to Hazaribagh Ranchi Expressway Limited. Its registered office is located at the IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The authorized share capital of HREL is ₹1,320,000,000.00 (divided into 132,000,000 equity shares of ₹10.00 each) and its issued, subscribed and paid-up capital is ₹1,310,000,000.00 (divided into 131,000,000 equity shares of ₹ 10 each), as at the date of this Draft Placement Memorandum.

   The shareholding pattern of HREL as at the date of this Draft Placement Memorandum is provided below:

Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
1.	Roadstar Infra Investment Trust	130,986,840	99.99
2.	Punj Lloyd Limited	13,100	0.01
3.	Roadstar Infra Investment Trust and Ravi Praveen Kumar	10	Negligible
4.	Roadstar Infra Investment Trust and Vijay Kini	10	Negligible
5.	Roadstar Infra Investment Trust and Parimal Prasad	10	Negligible
6.	Roadstar Infra Investment Trust and Jyotsna Matondkar	10	Negligible
7.	Roadstar Infra Investment Trust and Ajay S Vaidyanath	10	Negligible
8.	Roadstar Infra Investment Trust and Danny Samuel	10	Negligible
	Total	**131,000,000**	**100.00**

2. **Moradabad Bareilly Expressway Limited ("MBEL")**

   MBEL Limited is a public limited company incorporated on January 11, 2010, under the Companies Act, 1956 (CIN U45208MH2010PLC198737). Its registered office is located at the IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The authorized share capital of MBEL is ₹2,216,600,000.00 (divided into 221,660,000 equity shares of ₹ 10.00 each) and its issued, subscribed and paid-up capital is ₹ 2,216,600,000.00 (divided into 221,660,000 equity shares of ₹10.00 each), as at the date of this Draft Placement Memorandum.

   The shareholding pattern of MBEL as at the date of this Draft Placement Memorandum is provided below:

Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
1.	Roadstar Infra Investment Trust	189,519,249	85.50
2.	IL&FS Transportation Networks Limited	32,140,691	14.50
3.	Roadstar Infra Investment Trust and Ravi Praveen Kumar	10	Negligible
4.	Roadstar Infra Investment Trust and Vijay Kini	10	Negligible
5.	Roadstar Infra Investment Trust and Parimal Prasad	10	Negligible
6.	Roadstar Infra Investment Trust and Jyotsna Matondkar	10	Negligible
7.	Roadstar Infra Investment Trust and Ajay S Vaidyanath	10	Negligible
8.	Roadstar Infra Investment Trust and Danny Samuel	10	Negligible

Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
	Total	**221,660,000**	**100.00**

Note: The Trust proposes to acquire the remaining14.50% shareholding of MBEL (which is currently held by ITNL) prior to the filing of the Placement Memorandum, subject to the receipt of the approval from the NCLT. Pursuant to such proposed acquisition, the Trust shall issue Units to ITNL, which are proposed to be distributed to the Eligible Creditors.

3. **Pune Sholapur Road Development Company Limited ("PSRDCL")**

PSRDCL is a public limited company incorporated on August 21, 2009, under the Companies Act, 1956 (CIN U45203MH2009PLC195154). Its registered office is located at the IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The authorized share capital of PSRDCL is ₹1,760,000,000.00 (divided into 176,000,000 equity shares of ₹10.00 each) and its issued, subscribed and paid-up capital is ₹ 1,760,000,000.00 (divided into 176,000,000 equity shares of ₹10.00 each), as at the date of this Draft Placement Memorandum.

The shareholding pattern of PSRDCL as at the date of this Draft Placement Memorandum is provided below:

Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
1.	Roadstar Infra Investment Trust	159,999,940	90.91
2.	Roadstar Infra Investment Trust and Jyotsna Matondkar	10	Negligible
3.	Roadstar Infra Investment Trust and Danny Samuel	20	Negligible
4.	Roadstar Infra Investment Trust and Vijay Kini	10	Negligible
5.	Roadstar Infra Investment Trust and Ravi Praveen Kumar	10	Negligible
6.	Roadstar Infra Investment Trust and Ajay S Vaidyanath	10	Negligible
7.	East Nippon Expressway Company Limited	16,000,000	9.09
	Total	**176,000,000**	**100.00**

4. **Sikar Bikaner Highway Limited ("SBHL")**

SBHL is a public limited company incorporated on April 13, 2012, under the Companies Act, 1956 (CIN U45203MH2012PLC229612). Its registered office is located at the IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The authorized share capital of SBHL is ₹1,240,500,000.00 (divided into 124,050,000 equity shares of ₹10.00 each) and its issued, subscribed and paid-up capital is ₹1,240,500,000.00 (divided into 124,050,000 equity shares of ₹10.00 each), as at the date of this Draft Placement Memorandum.

The shareholding pattern of SBHL as at the date of this Draft Placement Memorandum is provided below:

Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
1.	Roadstar Infra Investment Trust	124,049,940	100.00
2.	Roadstar Infra Investment Trust and Parimal Prasad	10	Negligible
3.	Roadstar Infra Investment Trust and Ravi Praveen Kumar	10	Negligible
4.	Roadstar Infra Investment Trust and Danny Samuel	10	Negligible
5.	Roadstar Infra Investment Trust and Vijay Kini	10	Negligible
6.	Roadstar Infra Investment Trust and Jyotsna Matondkar	10	Negligible
7.	Roadstar Infra Investment Trust and Ajay S Vaidyanath	10	Negligible
	Total	**124,050,000**	**100.00**

5. **Thiruvananthapuram Road Development Company Limited ("TRDCL")**

TRDCL is a public limited company incorporated on March 1, 2004, under the Companies Act, 1956 (CIN U45203MH2004PLC144789). Its registered office is located at the IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The authorized share capital of TRDCL is ₹ 350,000,000.00 (divided into 35,000,000 equity shares of ₹ 10.00 each), and its issued, subscribed and paid-up capital is ₹ 340,600,700.00 (divided into 34,060,070 equity shares of ₹ 10.00 each), as at the date of this Draft Placement Memorandum.

The shareholding pattern of TRDCL as at the date of this Draft Placement Memorandum is provided below:

Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
1.	Roadstar Infra Investment Trust	170, 300, 00	50.00
2.	Punj Lloyd Limited	170, 300, 00	50.00
3.	K. Ramchand	10	Negligible
4.	Sanjay Arora	10	Negligible
5.	Roadstar Infra Investment Trust and Danny Samuel	20	Negligible
6.	Roadstar Infra Investment Trust and Ravi Praveen Kumar	10	Negligible
7.	Roadstar Infra Investment Trust and Vijay Kini	10	Negligible
8.	Roadstar Infra Investment Trust and Ajay S Vaidyanath	10	Negligible
	Total	**340,600,70**	**100.00**

Note: In the case of TRDCL, by way of a letter dated June 23, 2022, SEBI had granted an exemption to the Trust from compliance with Regulation 2(1)(zy), 18(3)(a) and 18(3)(b) of the InvIT Regulations.

6. **Barwa Adda Expressway Limited ("BAEL")**

BAEL is a public limited company incorporated on April 23, 2013, under the Companies Act, 1956 (CIN U45400MH2013PLC242336). Its registered office is located at the IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The authorized capital of BAEL is ₹ 3,350,000,000.00 (divided into 335,000,000 shares of ₹10.00 each), and its issued, subscribed and paid-up capital is ₹ 2,43,50,00,000.00 (divided into 243,500,000 equity shares of ₹10.00 each), as at the date of this Draft Placement Memorandum.

The shareholding pattern of BAEL as at the date of this Draft Placement Memorandum is provided below:

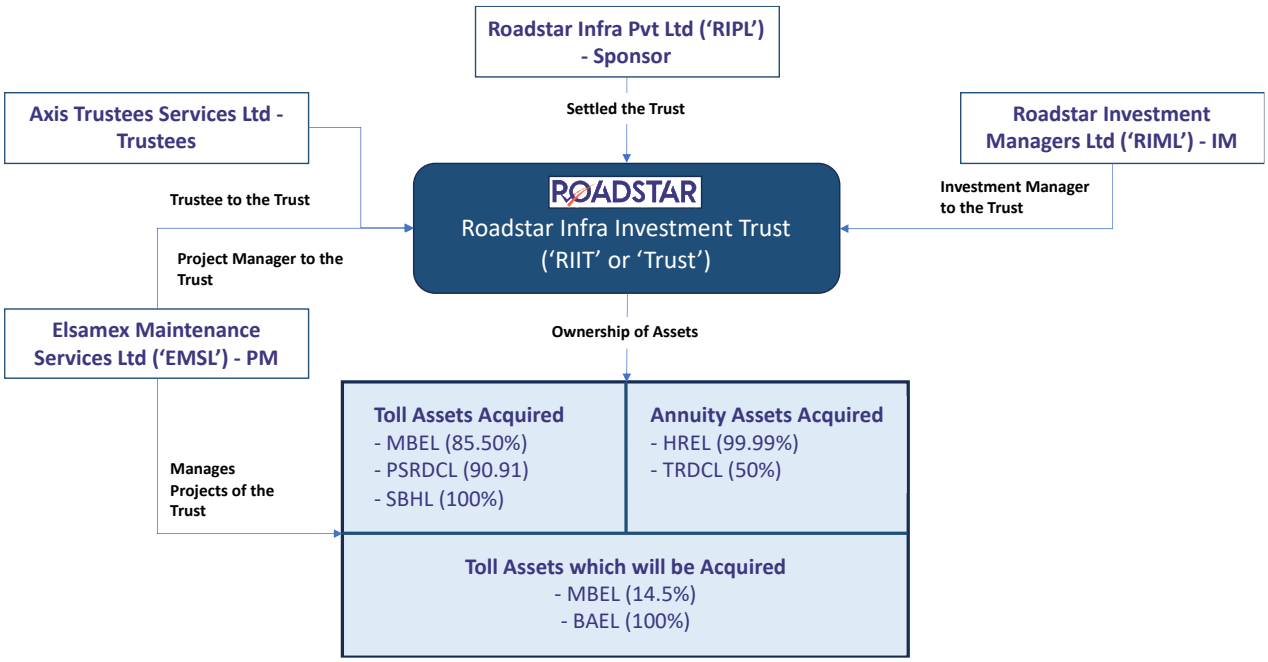
Sr. No.	Shareholder's Name	No. of Equity Shares	Percentage (%)
1.	IL&FS Transportation Networks Limited	243,499,940	100.00*
2.	IL&FS Transportation Networks Limited and Krishna Ghag	10	Negligible
3.	IL&FS Transportation Networks Limited and Ajay Menon	10	Negligible
4.	IL&FS Transportation Networks Limited and Milind Ramesh Gandhi	10	Negligible
5.	IL&FS Transportation Networks Limited and Vijay Pandharinath Kini	10	Negligible
6.	IL&FS Transportation Networks Limited and Jyotsna Matondkar	10	Negligible
7.	IL&FS Transportation Networks Limited and Ajay S Vaidyanath	10	Negligible
	Total	**243,500,000**	**100.00**

Note: The Trust proposes to enter into a (i) share purchase agreement to acquire the 100.00% shareholding of BAEL (which is currently held by ITNL and its nominee shareholders); and (ii) a Deed of Assignment for the assignment of receivables by the creditors of BAEL to the Trust in exchange for Units, prior to the filing of the Placement Memorandum, subject to the receipt of the approval by the NHAI for harmonious substitution of ITNL by the Trust. Pursuant to such proposed acquisition, the Trust shall issue Units to ITNL, which are proposed to be distributed to the Eligible Creditors.

Further, please note that the Hon'ble NCLAT by its order dated October 15, 2018, inter alia, stayed the institution of any suit or proceedings against IL&FS Group entities and imposed a moratorium on the payment to their respective lenders. Subsequently vide its order dated February 11, 2019, the Hon'ble NCLAT allowed only 'Green' entities to service the dues of its lenders, while the moratorium was still applicable to 'Amber' and 'Red' entities, which could make only going concern payments. "Red" entities are those which do not have sufficient cash flows to service the dues of senior secured lenders. BAEL has been classified as a "Red" entity by the Hon'ble NCLAT in the order of February 11, 2019. Hence presently there is a moratorium continuing on BAEL. However, it may be noted that the lenders of BAEL have approved the debt restructuring of BAEL which shall be implemented after the transfer of shareholding of BAEL to the Trust.

Proposed post-listing structure

The following structure illustrates the relationship between the Trust, the Trustee, the Sponsor, the Project Manager, the Investment Manager and the Project SPVs as on the Listing Date, that is pursuant to the completion of the Proposed Transfer:



SUMMARY OF COMBINED FINANCIAL STATEMENTS

The following tables set forth the summary financial information derived from the Audited Special Purpose Combined Financial Statements which were prepared in accordance with the recognition and measurement principles of Indian Accounting Standards as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013 read with the InvIT Regulations and the circulars issued thereunder and the Guidance Note on Combined and Carve-Out Financial Statements issued by the Institute of Chartered Accountants of India, as of and for the nine month period ended December 31, 2023 and fiscals 2023, 2022 and 2021.

The degree to which the summary financial information included herein below will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations. Accordingly, any reliance by persons not familiar with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations on the summary financial information presented below should be limited.

The summary financial information derived from the Combined Financial Statements, as presented below, should be read together with the section entitled "Discussion and Analysis by the Directors of the Investment Manager of the Financial Condition, Results of Operations and Cash Flows of Project SPVs of the Trust" on page 270 in conjunction with the section entitled "Audited Special Purpose Combined Financial Statements" enclosed at page 393.

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Roadstar Infra Investment Trust
Special Purpose Combined Balance Sheet

(all amounts in ₹ million unless otherwise stated)

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
ASSETS								
Non-current assets								
(a) Property, plant and equipment		21.49		22.92		25.48		2.21
(b) Intangible assets								
(i) Service Concession Arrangements (SCA)	56,802.79		58,954.81		61,543.31		63,166.38	
(ii) Intangible assets under development	1,854.38	58,657.17	679.65	59,634.46	11.95	61,555.26	-	63,166.38
(c) Investment accounted for using equity method		0.00		0.00		0.00		0.00
(d) Financial assets								
(i) Other financial assets		3,920.56		4,679.01		5,992.58		6,715.44
(e) Tax assets								
(i) Deferred tax asset (net)		583.26		531.82		568.53		480.67
(f) Other non-current assets		-		-		0.04		-
(g) Non-current tax assets (net)		62.79		40.00		25.71		**16.70**
Total non-current assets		**63,245.27**		**64,908.21**		**68,167.61**		**70,381.40**
Current assets								
(a) Financial assets								
(i) Investments	623.79		592.31		1,579.61		1,528.25	
(ii) Trade receivables	188.09		142.81		26.32		23.36	
(iii) Cash and cash equivalents	1,381.35		1,956.67		943.35		4,084.58	
(iv) Bank balances other than (iii) above	10,739.80		12,226.25		12,641.81		4,845.40	
(v) Other financial assets	5,944.80	18,877.83	5,412.01	20,330.05	5,963.48	21,154.57	6,160.58	16,642.17
(b) Current tax assets (net)		218.71		192.40		154.99		118.26
(c) Other current assets		105.36		81.86		88.84		89.83
Total current assets		**19,201.91**		**20,604.31**		**21,398.40**		**16,850.26**
Total assets		**82,447.18**		**85,512.52**		**89,566.00**		**87,231.66**
EQUITY AND LIABILITIES								
Equity								
(a) Share capital	8,801.97		8,801.97		8,801.97		8,801.97	
(b) Other equity	(21,291.23)	(12,489.26)	(21,026.90)	(12,224.93)	(18,830.57)	(10,028.60)	(18,174.52)	(9,372.55)
Equity attributable to controlling interest of RIIT InvIT group		**(12,489.26)**		**(12,224.93)**		**(10,028.60)**		**(9,372.55)**
Non-controlling interest of RIIT InvIT group		**50.90**		**110.68**		**194.11**		**128.53**
Liabilities								
Non-current liabilities								
(a) Financial liabilities								
(i) Borrowings	67,585.62		66,134.05		53,686.95		54,402.28	
(ii) Trade payables								
a) Dues of micro enterprises and small enterprises	-		-		-		-	
b) Dues of other than micro enterprises and small enterprises	-		-		-		-	
(iii) Other financial liabilities	5,184.46	72,770.08	5,095.57	71,229.62	4,881.17	58,568.12	4,861.86	59,264.14
(b) Provisions		924.63		2,117.64		1,017.23		1,314.46
Total non-current liabilities		**73,694.71**		**73,347.26**		**59,585.35**		**60,578.60**
Current liabilities								
(a) Financial liabilities								
(i) Borrowings	6,221.35		8,691.93		24,674.79		21,911.90	
(ii) Trade payables								
a) Dues of micro enterprises and small enterprises	0.15		0.15		0.22		0.64	
b) Dues of other than micro enterprises and small enterprises	6,666.22		7,144.20		6,579.97		6,517.21	
(iii) Other financial liabilities	6,552.66	19,440.38	8,153.67	23,989.95	6,805.45	38,060.43	6,236.30	34,666.05
(b) Provisions		1,684.61		218.29		1,303.60		787.13
(c) Current tax liabilities (net)		-		-		377.94		377.94
(d) Other current liabilities		65.83		71.27		73.18		65.96
Total current liabilities		**21,190.83**		**24,279.51**		**39,815.15**		**35,897.08**
Total liabilities		**94,885.54**		**97,626.77**		**99,400.50**		**96,475.68**
Total equity and liabilities		**82,447.18**		**85,512.52**		**89,566.00**		**87,231.66**

Roadstar Infra Investment Trust
Combined Statement of Profit and Loss

(all amounts in ₹ million unless otherwise stated)

	Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
	Income				
I.	Revenue from operations	8,486.89	9,940.48	7,631.12	7,387.22
II.	Other income	881.38	2,266.07	1,052.55	13,913.14
III.	**Total income (I+II)**	**9,368.27**	**12,206.55**	**8,683.67**	**21,300.36**
IV.	**Expenses**				
	Construction costs and cost of material consumed	1,120.10	641.78	-	-
	Operating expenses	1,714.42	3,044.23	1,553.59	1,756.82
	Employee benefits expense	-	-	-	-
	Finance costs	4,632.67	6,727.54	4,102.08	3,522.09
	Depreciation and amortisation expense	2,153.45	2,609.70	1,958.71	1,476.97
	Other expenses	123.19	647.78	161.28	521.91
	Total expenses	**9,743.83**	**13,671.03**	**7,775.66**	**7,277.79**
V	**Profit / (Loss) before tax (III-IV)**	**(375.56)**	**(1,464.48)**	**908.01**	**14,022.57**
VI	Share of profit/ (loss) of joint ventures (net of provision)	-	-	-	-
VII	**Profit / (Loss) before exceptional items and tax (V+VI)**	**(375.56)**	**(1,464.48)**	**908.01**	**14,022.57**
VIII	Exceptional items	-	-		
IX	**Profit / (Loss) before tax (VII + VIII)**	**(375.56)**	**(1,464.48)**	**908.01**	**14,022.57**
X	**Less: Tax expense**				
	(1) Current tax	-	0.00	-	-
	(2) Adjustment of tax relating to earlier year	-	(369.67)	-	-
	(3) Deferred tax	(51.44)	36.71	(87.86)	(477.27)
	Total tax expenses	**(51.44)**	**(332.96)**	**(87.86)**	**(477.27)**
XI	**Profit / (Loss) after tax (IX - X)**	**(324.12)**	**(1,131.52)**	**995.87**	**14,499.84**
	Total comprehensive income for the year attributable to non controlling interests *	**(59.79)**	**(83.42)**	**65.57**	**496.05**
	Total comprehensive income for the year attributable to owners of Project SPVs**	**(264.33)**	**(1,048.10)**	**930.30**	**14,003.79**
XII	**Other comprehensive income**				
	- Items that will not be reclassified to standalone statement of profit and loss	-	-		
	- Income tax relating to items that will not be reclassified to standalone statement of profit and loss	-	-		
XIII	**Total comprehensive income for the year: (XI + XII)**	(324.12)	(1,131.52)	995.87	14,499.84

	Total comprehensive income for the year attributable to non-controlling interests	**(59.79)**	**(83.42)**	**65.57**	**496.05**
	Total comprehensive income for the year attributable to owners of Project SPVs**	**(264.33)**	**(1,048.10)**	**930.30**	**14,003.79**
	Earnings per unit (of ₹ 100 each)***				
	(1) Basic (In ₹)	[●]	[●]	[●]	[●]
	(2) Diluted (In ₹)	[●]	[●]	[●]	[●]

** This represents the share of profits attributable to the shareholders of the SPVs who have not agreed to exchange their shares in the SPVs for Units of Trust and will not become the unitholders of the Trust.*

*** This represents the share of profits attributable to the shareholders of the SPVs / who have agreed to exchange their shares in the SPVs for Units of the Trust and are proposed to become the unitholders of the Trust.*

****The Trust has acquired five SPVs against which 374,395,952 Units have been issued against assignment of debt to respective creditors and purchase of shares to respective shareholders since financial year 2021-22. The Trust is in process of acquiring an additional SPV viz. BAEL for which certain approvals are currently pending. Units to be issued for assignment of debt to creditors of BAEL is subject to certain adjustments as provided under the agreed form deed of assignment and subject to board approval of Roadstar Investment Managers Limited and IL&FS Transportation Networks Limited. Therefore, the number of units to be issued for transfer of BAEL to the Trust is currently unascertainable. As a result, disclosures related to Earnings per Unit have not been included in these combined financial statements and will be disclosed in the final placement memorandum*

Roadstar Infra Investment Trust
Combined Cash Flow Statement

(all amounts in ₹ million unless otherwise stated)

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Profit/(Loss) for the year	-324.12	-1,131.52	995.87	14,499.84
Adjustments for:				
Depreciation and amortisation expense	2,153.45	2,609.70	1,958.71	1,476.97
Net Gain/(Loss) arising on financial assets designated as at FVTPL	-31.47	-32.01	-51.36	-51.51
Finance costs recognised in profit/(loss)	4,458.62	6,382.72	3,845.77	3,373.43
Interest income recognised in profit/(loss)	-544.99	-654.05	-319.33	-142.14
Reversal of provision for impairment	-0.00	-	-292.79	-12,868.40
Write back of debt liabilities	-			-
(Loss)/Gain on disposal of property, plant and equipment	-0.03	-0.01	-	-
Provision for doubtful debts and receivables	1.19	108.03	-	-
Finance cost on unwinding	-			
Operation and maintenance income	-79.35	-90.10	-73.57	-82.92
Provision no longer required	-	-	-	-
Liabilities written back	-8.17	-1,283.30	-18.32	-0.01
Finance income	-294.64	-498.26	-581.61	-612.79
Overlay income	-204.33	-200.66	-80.58	-229.88
Receipt of annuities	685.71	1,785.36	1,651.76	9.61
(Gain)/Loss modification on financial instrument	-227.07	275.13	-240.72	-85.79
Provision for overlay (net)	964.67	2,060.01	995.18	925.13
Expected credit losses on other financial assets (net)	-	-	-	-520.59
Provision of deferred taxes asset/liability	-51.44	36.71	-87.86	-477.27
Expenses towards damage & negative change of scope	-	-	31.08	288.78
Operating profit before working capital changes and other adjustments	**6,498.03**	**9,367.75**	**7,732.23**	**5,502.46**
Decrease in trade receivables (current and non-current)	-13.38	-0.39	-1.90	-3.95
(Increase)/Decrease in other financial assets and other assets (current and non-current)	-124.71	-159.97	-183.10	-313.78
Increase/(Decrease) in financial liabilities and other liabilities (current and non-current)	-25.51	360.43	-555.70	-113.76
(Decrease) in trade and other payables	-9.24	10.20	-1.63	16.25
Cash flow from operating activities post working capital changes	**6,325.19**	**9,578.02**	**6,989.90**	**5,087.22**
Income tax paid (net)	-49.11	-429.63	-43.94	184.92
Net cash generated from operating activities	**6,276.08**	**9,148.39**	**6,945.96**	**5,272.14**
Cash flows from investing activities		-		-
Payments for property, plant and equipment, intangible assets	-1,124.03	-682.81	-61.07	19.81
Major maintenance cost	-729.58	-1,476.06	-117.08	-85.29
Receipt/(deposit) in fixed deposit	1,465.66	-2,527.32	-5,914.84	-2,355.32
Redemption of mutual fund (at cost)	-	1,019.30	-	-
(Increase)/decrease in receivable under service concession arrangements (net)	-	-	-	-
Interest received	471.70	501.28	206.76	100.60
Movement in other bank balances	235.00		-322.51	
Bank balance not consider as cash and cash equivalents	-	3,079.72	-1,434.27	-775.37

Net cash used in investing activities (B)	**318.75**	**-85.89**	**-7,643.01**	**-3,095.57**
Cash flows from financing activities				
Finance costs paid	-4,052.50	-4,053.46	-2,282.30	-2,281.52
Repayment of borrowings	-2,511.38	-3,995.72	-161.88	-60.09
Movement in term loan borrowing	-606.27	-	-	-610.00
Net cash generated in financing activities (C)	**-7,170.15**	**-8,049.18**	**-2,444.18**	**-2,951.61**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**-575.32**	**1,013.32**	**-3,141.23**	**-775.04**
Cash and cash equivalents at the beginning of the year	**1,956.67**	**943.35**	**4,084.58**	**4,859.62**
Cash and cash equivalents at the end of the year	**1,381.35**	**1,956.67**	**943.35**	**4,084.58**
Components of Cash and Cash Equivalents				
Cash on hand	2.68	1.87	2.17	4.59
Balances with banks in current accounts	573.91	1,455.05	300.75	3,730.49
Balances with banks in deposit accounts	804.76	499.75	640.43	349.50
Cash and cash equivalents	**1,381.35**	**1,956.67**	**943.35**	**4,084.58**

SUMMARY OF FINANCIAL INFORMATION OF THE SPONSOR

The following tables set forth the summary financial information derived from the (i) consolidated financial statements of RIPL as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, which were prepared in accordance with Ind AS, as defined in Rule 2(1)(a) of Companies (Indian Accounting Standards) Rules, 2015, as amended, prescribed under the Section 133 of the Companies Act.

The summary financial information of the RIPL is included in this Draft Placement Memorandum as per the requirements of the InvIT Regulations.

The degree to which the summary financial information included herein below will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Ind AS, and the Companies Act. Accordingly, any reliance by persons not familiar with Indian accounting practices, Ind AS, and the Companies Act on the summary financial information presented below should be limited.

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Roadstar Infra Private Limited
Consolidated Balance Sheet

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
ASSETS			
Non-current assets			
Property, plant and equipment	2.30	1.67	0.06
Right to use asset	13.22	23.13	-
Other intangible assets	-	-	-
Financial assets			
- Trade receivables	-	-	-
- Loans	-	-	-
- Investments	-	-	-
Other financial assets	0.78	0.73	6.43
Deferred tax assets (net)	1.74	1.63	2.18
Total non-current assets	**18.04**	**27.16**	**8.67**
Current assets			
Financial assets			
- Investments	10.00	9.50	9.18
- Trade receivables	2.87	10.56	-
- Loans	-	-	-
- Cash and cash equivalent	1139.98	1087.48	1130.73
Other financial assets	-	0.06	0.06
Other current assets	170.52	166.75	119.03
Total current assets	**1323.37**	**1274.35**	**1259.00**
TOTAL ASSETS	**1341.41**	**1301.51**	**1267.67**
EQUITY AND LIABILITIES			
Equity			
Equity share capital	1018.67	1018.67	1018.67
Other equity	53.92	2.87	3.59
Non-controlling interest	19.01	17.52	19.95
Total equity	**1091.60**	**1039.06**	**1041.21**
Liabilities			
Financial liabilities			
Borrowings	89.37	89.37	67.87
Trade payable			
(a) total outstanding dues of micro enterprises and small enterprises;	-	-	-
(b) total outstanding dues of creditors other than micro enterprises and small enterprises;	-	-	19.05
Lease liabilities	3.78	14.54	-
Provisions	58.53	66.47	66.04
Deferred tax liabilities (net)	-	-	-
Other non-current liabilities	-	-	-
Total non-current liabilities	**151.68**	**170.38**	**152.96**
Current liabilities			
Financial liabilities			
Borrowings	-	-	-
Trade payable			

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
(a) total outstanding dues of micro enterprises and small enterprises;	-	-	-
(b) total outstanding dues of creditors other than micro enterprises and small enterprises;	82.70	79.36	71.18
Lease liabilities	10.76	9.62	-
Provisions	0.63	0.33	0.26
Other current liabilities	4.04	2.76	2.06
Current tax liability	-	-	-
Total current liabilities	**98.13**	**92.07**	**73.50**
TOTAL LIABILITIES	**249.81**	**262.45**	**226.46**
TOTAL EQUITY AND IABILITIES	**1341.41**	**1301.51**	**1267.67**

Roadstar Infra Private Limited
Consolidated statement of profit and loss

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Revenue from operations	56.58	9.75	-
Other income	62.22	39.93	20.52
Total Income	**118.80**	**49.68**	**20.52**
Expenses			
- Operating expenses	-	-	26.61
- Employee benefits expense	36.93	21.24	4.35
- Finance costs	1.60	8.01	2.79
- Depreciation and amortisation expense	10.65	6.91	0.02
- Other expenses	6.90	8.99	30.62
Total expenses	**56.08**	**45.15**	**64.39**
Profit/(loss) before exceptional items and tax	**62.72**	**4.53**	**(43.87)**
Exceptional items	-	-	-
Profit / (loss) before tax	**62.72**	**4.53**	**(43.87)**
Tax expenses			
- Current tax charge	12.93	6.16	2.05
- Tax for earlier years	-	-	35.57
- Deferred tax charge	(0.84)	0.55	(2.18)
Total tax expenses	**12.09**	**6.71**	**35.44**
Profit / (loss) for the period	**50.63**	**(2.18)**	**(79.31)**
Other Comprehensive Income			
A. (i) Items that will not be reclassified to profit or loss	-	-	-
(ii) Income tax relating to items that will not be reclassified to profit or loss	-	-	0.62
(iii) Remeasurements gains / (losses) on defined benefit plans	2.65	0.02	-
(Less) Income tax on above	(0.74)	-	-
B (i) Items that will be reclassified to profit or loss	-	-	-
(ii) Income tax relating to items that will be reclassified to profit or loss	-	-	-
Total comprehensive income for the period (comprising profit / (loss) and other comprehensive income for the year) (IX+/-X)	**52.54**	**(2.16)**	**(78.69)**
Total comprehensive income for the year attributable to			
- Owners of the parent	51.05	(0.73)	(73.59)
- Non-controlling interest	1.49	(1.43)	(5.10)
Earning per equity share (for continuing operations)			
- Basic	0.50	(0.02)	(1.75)
- Diluted	0.50	(0.02)	(1.75)

Roadstar Infra Private Limited
Consolidated statement of Cash flow

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
CASH FLOW FROM OPERATING ACTIVITIES:			
Net profit before tax as per profit & loss account	62.72	4.53	(43.87)
Adjusted for:			
Excess provision written back	(6.01)	-	(0.08)
Finance costs	-	6.38	2.79
Interest income on investment	(16.35)	(12.29)	(8.96)
Gain on disposal of property, plant and equipment	-	-	(0.01)
Gain on sale of investments	-	-	(0.46)
Other gain	(0.50)	(0.32)	(0.11)
Unwinding interest on lease liabilities	1.59	1.46	-
Depreciation	10.65	6.91	0.02
Other comprehensive income	-	-	0.62
Operating profit before working capital changes	**52.10**	**6.67**	**(50.06)**
Adjusted for:			
(Increase)/decrease in trade receivables	7.68	(10.56)	-
(Increase)/decrease in other current and non-current assets	(6.29)	(45.07)	(62.57)
Increase/ (decrease) in trade and other payables	3.32	(17.19)	(107.29)
Increase/ (decrease) in other current and non-current liabilities	12.99	-	-
Movement in receivable under service concession arrangement (net)	-	-	48.74
Increase/(decrease) in provisions	(4.71)	0.50	8.54
Net cash from operating activities before income tax	**65.10**	**(65.65)**	**162.64)**
Income tax paid	(16.36)	(9.48)	(0.67)
Net cash from operating activities	**48.74**	**(75.13)**	**(163.32)**
CASH FLOW FROM INVESTING ACTIVITIES:			
Proceeds from sale of mutual fund	-	-	6.26
Proceeds on sale of fixed assets	-	-	0.08
Interest received	16.35	12.29	8.96
Payments for property, plant and equipment	-	-	-
Payments for property, plant and equipment	(1.37)	(1.91)	(0.07)
Net cash from / (used in) investing activities	**14.98**	**10.38**	**15.23**
CASH FLOW FROM FINANCING ACTIVITIES:			
Proceed from issue of share capital including share premium	-	-	750.00
Proceeds from long term borrowings	-	21.50	67.87
Principal repayment on lease liability	(9.62)	-	-
Interest paid on lease liability	(1.59)	-	(2.79)
Net cash from financing activities	**(11.21)**	**21.50**	**815.08**
Net increase in cash and cash equivalents	**52.50**	**(43.25)**	**666.99**
Opening balance of cash and cash equivalents	**1087.48**	**1130.73**	**463.74**
Closing balance of cash and cash equivalents	**1139.98**	**1087.48**	**1130.73**

SUMMARY OF FINANCIAL INFORMATION OF THE INVESTMENT MANAGER

The following tables set forth the summary financial information derived from the (i) financial statements of RIML as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, which were prepared in accordance with Ind AS, as defined in Rule 2(1)(a) of Companies (Indian Accounting Standards) Rules, 2015, as amended, prescribed under the Section 133 of the Companies Act.

The summary financial information of the RIML is included in this Draft Placement Memorandum as per the requirements of the InvIT Regulations.

The degree to which the summary financial information included herein below will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Ind AS, and the Companies Act. Accordingly, any reliance by persons not familiar with Indian accounting practices, Ind AS, and the Companies Act on the summary financial information presented below should be limited.

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Roadstar Investment Managers Limited
Balance Sheet

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023		For the year ended March 31, 2022*		For the year ended March 31, 2021*^	
I. ASSETS						
Non-current assets						
(a) Property, plant and equipment	2.31		1.68		0.06	
(b) Right to use asset	13.22	15.53	23.13	24.81	-	0.06
(c) Financial assets						
(i) Other financial assets	0.78	0.78	0.73	0.73	6.43	6.43
(d) Tax assets						
(i) Deferred tax asset (net)	0.65		-		-	
(ii) Tax asset (net)	70.53	71.18	67.06	67.06	64.86	64.86
Total non-current assets		**87.49**		**92.60**		**71.35**
Current assets						
(a) Financial assets						
(i) Investments	10.00		9.50		9.18	
(ii) Trade receivable	2.87		10.56		-	
(iii) Cash and cash equivalents	6.08		2.91		16.59	
(iv) Bank balances other than (iii) above	342.78		321.46		341.43	
(v) Loans	-		-		-	-
(vi) Other financial assets	0.01	361.75	0.07	344.49	0.07	367.27
(b) Other current assets		2.72		5.31		1.44
Total current assets		**364.47**		**349.80**		**368.71**
Total assets		**451.96**		**442.40**		**440.06**
II. EQUITY AND LIABILITIES						
Equity						
(a) Equity share capital	593.91		593.91		593.91	
(b) Other equity	(300.81)		(324.47)		(302.41)	
Equity attributable to owners of the Investment Manager		**293.10**		**269.44**		**291.51**
Total equity		**293.10**		**269.44**		**291.51**
Liabilities						
Non-current liabilities						
(a) Financial liabilities						
(i) Lease liabilities	3.78		14.54		-	
(ii) Trade payables	-		-		19.05	
(iii) Other financial liabilities	-	3.78	-	14.54	-	19.05
(b) Provisions		0.77		2.97		2.54
(c) Other non-current liabilities		57.76		63.50		63.50
Total non-current liabilities		**62.31**		**81.01**		**85.09**
Current liabilities						
(a) Financial liabilities						
(i) Trade payables						
(A) Total outstanding dues of micro enterprise and small enterprise	-		-		-	
(B) Total outstanding dues of other than micro enterprise and small enterprise	82.59		79.27		62.49	
(ii) Lease liabilities	10.76	93.35	9.62	88.89	-	62.49
(b) Provisions		0.63		0.33		0.26
(c) Current tax liabilities (net)		-		-		-

(c) Other current liabilities		2.57		2.73		0.72
Total Current Liabilities		96.55		91.95		63.46
Total liabilities		**158.85**		**172.96**		**148.55**
Total equity and liabilities		**451.96**		**442.40**		**440.06**

Notes:

** Relied on audited financial statements audited by erstwhile auditors, M/s M.P. Chitale & Co.*

^ Figures extracted based on comparative figures reported in FY 2021-22.

Roadstar Investment Managers Limited
Statement of Profit and Loss

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022*	For the year ended March 31, 2021*^
Income			
(a) Revenue from operations	56.58	9.75	-
(b) Other income	22.92	12.66	9.69
Total Income	**79.50**	**22.41**	**9.69**
Expenses			
(a) Operating expenses of SCA	-	-	26.61
(b) Employee benefits expense	36.93	21.24	4.35
(c) Finance costs	1.60	8.01	2.79
(d) Depreciation and amortisation expense	10.65	6.91	0.02
(e) Other expenses	6.20	8.33	19.41
Total expenses	**55.38**	**44.50**	**53.17**
Profit /(loss) before tax	**24.12**	**(22.09)**	**(43.48)**
Less: Tax Expense/(Income)			
(1) Current tax	3.76	-	35.57
(2) Tax for earlier years	-	-	-
(3) Deferred tax	(1.39)	-	-
	2.37	**-**	**35.57**
Profit for the period	**21.75**	**(22.09)**	**(79.05)**
Other Comprehensive Income (OCI)		**-**	**-**
A (i) Items that will not be reclassified to profit or loss			
(a) Remeasurements gains/(losses) on defined benefit plans	**2.65**	**0.02**	**-**
(b) Income tax on above	**(0.74)**	**-**	**-**
Other comprehensive income	**1.92**	**0.02**	**-**
Total comprehensive income for the period	**23.66**	**(22.07)**	**(79.05)**
Earnings per equity share (for continuing operation):			
(1) Basic (in ₹)	0.37	(0.37)	(1.33)
(2) Diluted (in ₹)	0.37	(0.37)	(1.33)

Notes:
** Relied on audited financial statements audited by erstwhile auditors, M/s M.P. Chitale & Co.*
^ Figures extracted based on comparative figures reported in FY 2021-22.

Roadstar Investment Managers Limited
Cash Flow Statement

(all amounts in ₹ million unless otherwise stated)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022*	For the year ended March 31, 2021*^
Cash flows from operating activities			
Profit / (loss) for the year	24.12	(22.07)	(78.43)
Adjustments for:			
Excess provision written back	(6.01)	-	(0.08)
Income tax expense	-	-	35.57
Expected credit losses on other financial assets (net)	-	6.38	2.79
Interest income	(16.35)	(12.29)	(8.96)
Gain on disposal of property, plant and equipment	-	-	(0.01)
Unwinding interest on lease liabilities	-	1.46	-
Finance cost	1.59	-	-
Unrealised fair value gain on investments measured at FVTPL	(0.50)	-	-
Depreciation and amortisation expense	10.65	6.91	0.02
Gain on sale of Investments	-	-	(0.46)
Other gain	-	(0.32)	(0.11)
	13.50	**(19.93)**	**(49.67)**
Movements in working capital:			
(Increase)/decrease in trade receivables	7.68	-	-
(Increase)/decrease in other current and non-current assets	2.61	(15.11)	(7.80)
(Increase)/decrease in trade payables and acceptances	3.32	(7.28)	(117.30)
Increase/ (Decrease) in other current and non-current liabilities	5.55	-	-
Movement in receivable under service concession arrangement (Net)	-	-	48.74
Increase/(Decrease) in provisions	(4.71)	0.50	8.54
	14.45	(21.89)	(67.82)
Cash generated from operations	**27.96**	**(41.82)**	**(117.49)**
Income taxes paid	(7.23)	(2.21)	(0.67)
Net cash generated by operating activities (a)	**20.73**	**(44.03)**	**(118.16)**
Cash flows from investing activities			
Proceeding from sale of mutual fund	-	-	6.26
Proceeds on sale of fixed assets	-	-	0.08
Interest received	16.35	12.29	8.96
(Investment)/proceeds from fixed deposit	(21.33)	19.97	(341.43)
Payments for property, plant and equipment	(1.37)	(1.91)	(0.07)
Net cash (used in)/generated by investing activities (b)	**(6.34)**	**30.35**	**(326.20)**
Cash flows from financing activities			
Principal repayment on lease liability	(9.62)	-	-
Interest paid on lease liability	(1.59)	-	-
Finance costs paid	-	-	(2.79)
Net (used in)/ generated in financing activities (c)	**(11.21)**	**-**	**(2.79)**
Net increase/ (decrease) in cash and cash equivalents (a+b+c)	**3.17**	**(13.68)**	**(447.15)**
Cash and cash equivalents at the beginning of the year	2.91	16.59	463.74
Cash and cash equivalents at the end of the year	6.08	2.91	16.59

Notes:
** Relied on audited financial statements audited by erstwhile auditors, M/s M.P. Chitale & Co.*
^ Figures extracted based on comparative figures reported in FY 2021-22.

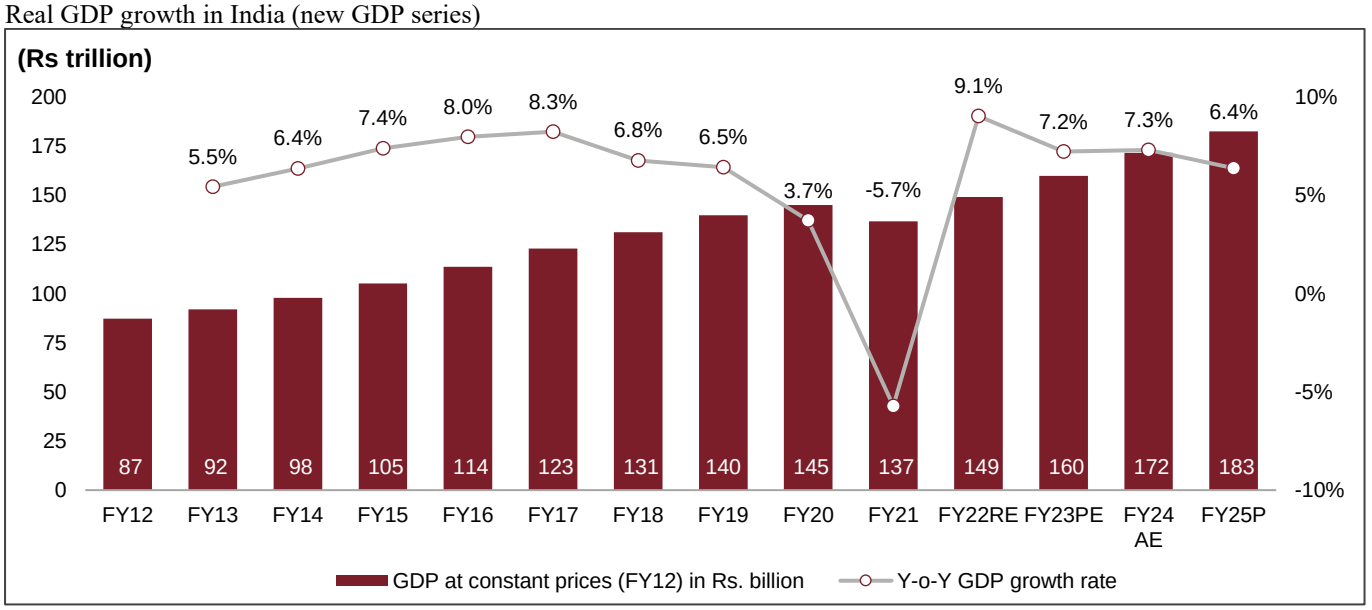
SUMMARY OF INDUSTRY

1. Macroeconomic overview of India

1.1 Review of India's GDP growth

GDP logged 5.7% CAGR between fiscals 2012 and 2023

In 2015, the Ministry of Statistics and Programme Implementation (MoSPI) changed the base year for calculating India's gross domestic product (GDP) to fiscal 2012 from fiscal 2005.
Based on the change, India's GDP clocked a compound annual growth rate (CAGR) of 5.7% to Rs 160.0 trillion in fiscal 2023 from Rs 87.4 trillion in fiscal 2012.
Real GDP growth in India (new GDP series)

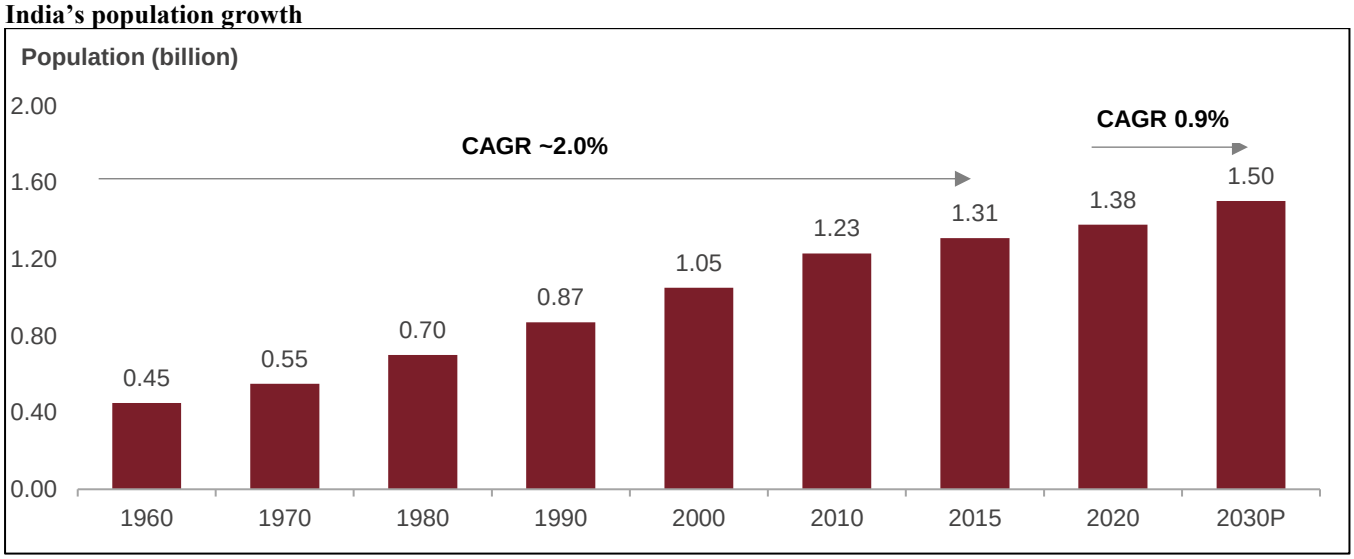


P: Projected, PE: Provisional Estimate, RE: Revised Estimate, AE: Advance Estimate
Source: NSO, Advance estimates of national income 2020-24, Central Statistics Office (CSO), MoSPI, CRISIL MI&A Consulting

1.2 Review of population growth and urbanisation

India's population is projected to touch 1.5 billion by 2030

India's population growth



P: Projected

Source: United Nations, Department of Economic and Social Affairs, Population Division (2019); Probabilistic Population Projections Rev. 1 based on the World Population Prospects 2019 Rev. 1; CRISIL MI&A Consulting

Urbanisation likely to reach 40% by 2030

The share of the urban population in India's total population has been rising over the years and stood at ~31% in 2010. This trend is expected to continue, with a United Nations report projecting that nearly 40% of the country's population will live in urban areas by 2030.

2. Review of roads infrastructure in India

2.1 Overview of infrastructure sector in India

The roads sector registered a strong pace of constructions by NHAI, growing 6,003 km (16.4 km per day) in fiscal 2023 from 3,071 km (8.4 km per day) in fiscal 2018. Investments in the roads and highways sector rose from Rs 1.7 trillion in fiscal 2018 to ~Rs 2.9 trillion in fiscal 2022, registering ~1.7x growth.

The government launched the National Infrastructure Pipeline (NIP) for fiscals 2020 to 2025, to boost infrastructure, with a projected investment of Rs 111 trillion during the period. Investments in energy (24%), roads (18%), urban (17%), and railways (12%) will amount to over 70% of the projected capital expenditure during the period.

Contribution of roads sector to India's GVA

Share of the roads sector in India's GDP stood at 3.2% in fiscal 2022. The share hovered ~3.3% from fiscals 2012 to 2022.

2.2 Road network in India

India has the second-largest road network in the world, spanning 6.331 million km as of fiscal 2023. Road transportation, the most frequently used mode of transportation in India, accounted for ~86% of passenger traffic and close to ~62.2% of freight traffic as of fiscal 2023. Although national highways span nearly 144,955 km, constituting just 2% of road length, they accounted for about 40% of total road traffic in fiscal 2022. Secondary road system comprises state roads and major district roads, which accounted for the remaining 60% of traffic and 98% of road length.

Road network in India in FY23

Road network	Length ('000 km)	Percentage of total length	Percentage of total traffic	Connectivity to
National highways	144.9	~2%	40%	Union capital, state capitals, major ports, foreign highways
State highways	167.1	~3%	60%	Major centres within the states, national highways
Other roads	6,019.8	~95%		Major and other district roads, rural roads - production centres, markets, highways, railway stations

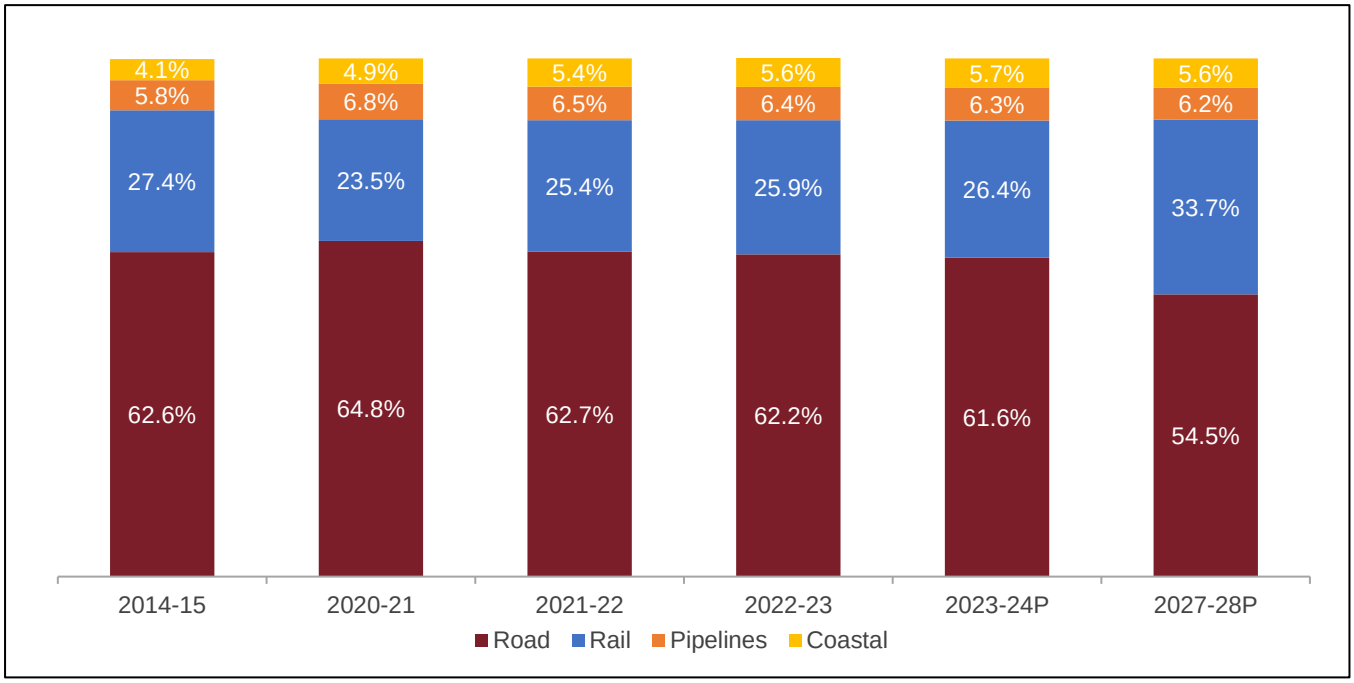
Source: MoRTH Annual Report 2021-22 & 2022-23, CRISIL MI&A Consulting

2.3 Indian freight traffic scenario

Roads to continue to hold a dominant share in overall freight movement

Road freight traffic is expected to increase at a compounded annual growth rate (CAGR) of 3-5% in BTKM terms between fiscals 2023 and 2028.

Share of roads in total freight movement (in terms of BTKM)



E: Estimated; P: Projected

Source: CRISIL MI&A Consulting

Roads remain the preferred mode for non-bulk transportation

Roads generally account for a significant share in non-bulk commodity transportation, as:

Rail does not cater to piecemeal freight transportation. Entire rakes are provided for transportation, and not just single wagons (although Indian Railways is looking into multi-point loading, it would still not attract small-sized cargo)

Road transport has better service quality and is more reliable

Road transporters operate on a much smaller scale. Also, given the large number of road transport operators, customers have better bargaining power. These transporters also add a personal touch to their service, which is important, as these commodities are typically expensive and fragile.

Roads provide end-to-end connectivity and safer handling, which is an important factor while transporting low-volume, but high-value commodities

Consequently, CRISIL expects the share of non-bulk commodities in the total road primary BTKM to increase to 76.5% by fiscal 2026 from 74.9% in fiscal 2022.

Vehicle population's historic growth

Market for PVs underpenetrated, offers sizeable potential in the long run

India's car market is extremely underpenetrated compared with most developed economies and some developing nations. As of fiscal 2021, India had ~24 passenger vehicles per 1,000 people. This number is expected to increase

to 27 by fiscal 2026, which is significantly lower than that of developed nations and even Brazil, Russia, and China (all three, along with India, being part of the BRICS block) based on per capita GDP.

Efficiency gains, lower utilisation, and recovery in manufacturing to impact CV population growth in next five years

Manufacturing and construction sectors are the prime factors driving CV demand. Both sectors are expected to perform positively with revival in the overall macroeconomic scenario.

Improvement in road infrastructure is expected to increase the average speed of trucks, leading to efficiency gain of ~10%. Hence, fewer trucks will be required to move the same quantity of goods, lowering truck demand. On the other hand, increased running of trucks will help improve the competitiveness of the road transportation industry, helping attract more freight. Considering the above-mentioned factors and their future impact CRISIL MI&A Consulting expects CV population to log 5-7% CAGR over the next five fiscals. The commercial traffic growth is expected to grow at a faster pace than the CV population due to a higher number of trip possible per vehicle owing to increased efficiency.

2.4 Key growth drivers and emerging trends for road sector

Policy push aimed at improving private participation in national highways

The following are the recent policy changes that the MoRTH and NHAI have undertaken to improve private participation in the sector and increase competition:

- Technical and financial bidder eligibility criteria reduced for HAM and EPC projects, which would promote the entry of smaller players
- Changes in the hybrid-annuity model (HAM) concession agreement aimed at protecting developers' returns and easing their cash flows during the construction period
- Changes in the Build-Operate-Toll (BOT) concession agreement to reinstate developer interest in the model

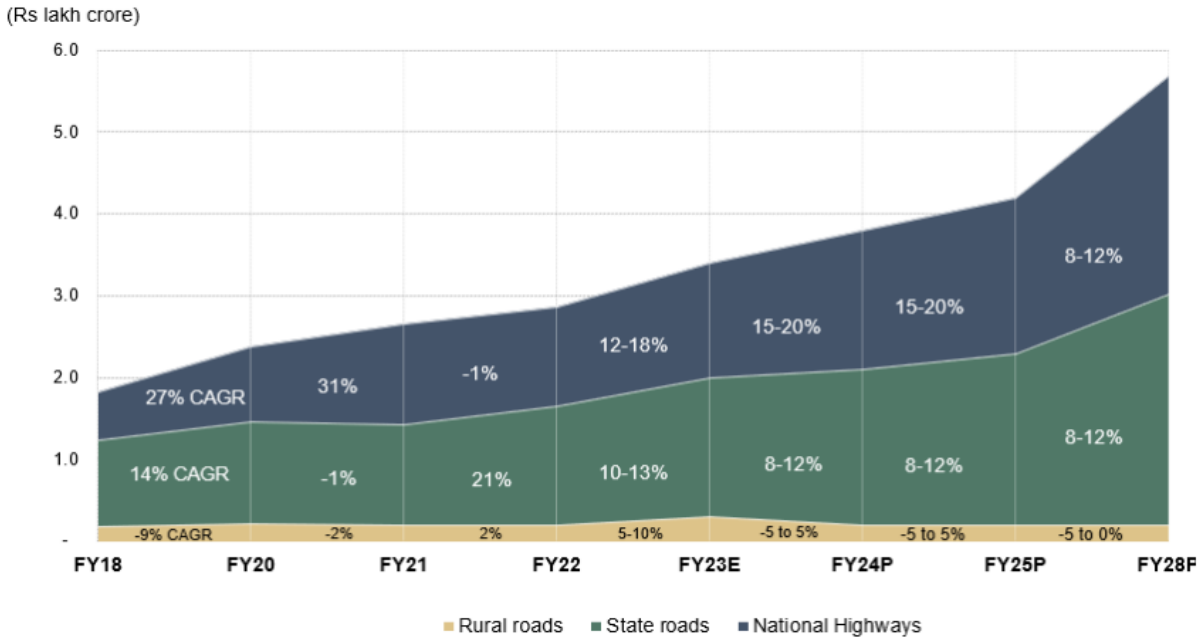
Apart from this, the government has taken various steps under the Atmanirbhar package to mitigate the impact of Covid-19 on the sector:

- Extension of time (EOT) of up to 3-6 months for all projects and relaxation of milestone achievement
- Monthly payment mechanism, instead of milestone-based payments
- Reduction in performance security from 5% to 3%, release of retention money to the extent of work done
- Additionally, Covid-19 emergency loan facilities and moratorium on loan repayment up to August 2020
- Extension of concession period for BOT-toll operators, due to toll suspension and restriction in movement during lockdowns

Strong government thrust likely to deliver steady growth in fiscal 2024

Overall road sector capex, comprising of National Highways, State Highways & rural roads is estimated to have grown at a CAGR of 14% between fiscals 2018 & 2023.

Momentum to continue, supported by Bharatmala and NIP pipeline



Note: Capex excludes the land-acquisition costs

Source: NHAI, MoRTH, State budget documents, PMGSY, CRISIL MI&A Research

2.5 Key challenges faced by roads sector in India

Issues and challenges for roads sector

Given the share of roads in the overall transport of goods and passenger traffic, it is critical to develop the roads sector. Although the government has been continuously making efforts to give a fillip to the sector, several issues and challenges hamper the pace of development.

NHAI trying to reduce risks associated with BOT projects through changes in MCA

In order to improve private participation via the BOT-toll mode, NHAI and the ministry introduced changes to the BOT MCA, aimed at addressing key issues such as land acquisition, revenue assessment in case of traffic shortfall and stuck projects.

2.6 Overview of PPP framework and models in operations

PPP is an arrangement between a government/statutory entity/government-owned entity and a private sector entity for the provision of public assets and/or public services through investments made and/or management undertaken by the private sector entity for a specified period of time. In this arrangement, allocation of risk between the private sector and the public entity is defined well. The private entity receives performance-linked payments that conform with (or are benchmarked to) specified and pre-determined performance standards, measurable by the public entity or its representative.

The types of contracts based on scope of execution are as follows:

Item rate contract

Lump-sum turnkey (LSTK) contract

Design and build contract

In this type of a contract, the authority does a conceptual study of the project to be awarded and specifies the technical output details based on which the specifications of the project are decided. The developer has to undertake the detail designing and execution of these projects. EPC and BOT are design and build models.

A few operational models:

I. BOT-toll/-annuity/-hybrid annuity model (HAM)

II. EPC

III. Toll collection

IV. Operate, maintain and transfer (OMT)

V. Toll, operate and transfer (TOT)

Electronic toll collection (ETC) is a strategic focus area for regulatory and administrative bodies involved in the process of toll collection. It presents several advantages such as limiting toll leakages, reducing the waiting time for vehicles, and improving overall traffic flow at toll plazas. In the future, this may result in significant changes in toll collection operating procedures, followed in all the PPP models.

2.7 Key budgetary proposals for infrastructure sector

The aggregate gross budgetary support (GBS) for capex next fiscal is up 17% over fiscal 2024RE at ₹11.1 lakh crore. For core infrastructure ministries, this is up 4% at ₹5.7 lakh crores. Railway capital expenditure budgeted at ₹2.65 lakh crore is 2% higher than fiscal 2024RE, while the GBS at ₹2.52 lakh crore increased 5.00% over fiscal 2024RE. The three corridors targeted:

1. Energy, mineral and cement
2. Port connectivity
3. high traffic density – will be developed under the PM Gati Shakti plan.

Additionally, 40,000 normal rail bogies would be upgraded to Vande Bharat standards to enhance safety, convenience, and comfort of passengers. The government intends to expand metro rail and Namo Bharat to more cities with focus on rapid urbanisation. Currently, 874 km of metro rail is operational in the country while another 986 km is under construction.

2.8 Impact of the 'Make in India' initiative on the roads sector

The 'Make in India' campaign, launched in September 2014, covers 25 major sectors, including roads and highways. The initiatives under the campaign, such as encouraging multinational companies (MNCs) to manufacture products in India, taking steps to improve the ease of doing business, as well as FDI reforms, are expected to benefit the roads sector in terms of increase in traffic movement.

Overview of government initiatives

New tolling policy (2011)

Toll act

The central government is authorised to levy a fee (toll) under Section 7 of the National Highways Act, 1956, for public-funded projects and under Section 8-A of the said Act for private investment projects. The government can levy fees on all sections of national highways (irrespective of four or two lanes), tunnels, bypasses, and bridges with specific cost criteria.

Fee structure

Toll charges are based on rates notified by the government. The fee for use of a section of national highways with four or more lanes for the base year fiscal 2008 shall be the product of the length of such a section multiplied by the rates specified hereunder.

Toll rates for four-lane national highways

Vehicle category	Rs/ km
Car, jeep, van, light motor vehicle	0.65
Light commercial vehicle	1.05
Bus or truck	2.2
3-axle commercial vehicle	2.4
Heavy construction machinery, multi-axle vehicles (MAV) with 4-6 axles	3.45
Oversized vehicles with 7 axles or more	4.2

Source: PIB, CRISIL MI&A Consulting

The rates, which will be revised every year, will be an aggregate of the following rules effective April 1, 2016:

Increase of 3% without compounding (on base rates of fiscal 2008)

Compared with the previous year, 40% of the increase in wholesale price index (WPI)

In previous years, the toll rates were fully linked to the WPI, which led to numerous case where WPI would become negative. The current method of toll rates has been beneficial for private players.

Other features of the new tolling policy include the following:

Uniform rates for public- and private-funded projects

Fee for a permanent bridge, bypass, or tunnel costing Rs 0.10 billion or more and that of NH length will be calculated separately

In 2013, 2014, 2015, 2019, 2020, and 2022 some amendments were made to the National Highway Fee (determination of rates and collection) Rules 2008, as follows:

In the case of a four-lane highway being upgraded to a six-lane one, the increase in rate shall be limited to 75% of the fee specified, revised as per the applicable rules calculated on and from the date of commencement of upgrade-related work to the date of completion of the project, according to the agreement entered into with the concessionaire without any annual revision

In certain cases, fee collection is started when the project is 75% complete, but the fee is applicable only to 75% of the operational length

No user fee shall be levied on the delayed period between the date of completion as per the agreement entered into with the concessionaire and the date of actual completion of the project. For the purposes of this rule, any provisional completion shall not be treated as completion of the project.

The tolls rates are calculated on the basis of the road length, excluding bypass (costing more than 100 million) and structures (more than 60 metre). The road length fee is payable at 100% of the applicable rate for four lanes and at 60% for two lanes with paved shoulders

Bypass (costing more than 100 million) length fee is payable at 150% of the applicable rate for four lanes and at 90% for two lanes with paved shoulders

Structure (costing more than 100 million) length fee is payable at 100% of the applicable rate for four lanes and at 60% for two lanes with paved shoulders

Commercial vehicles registered within the district are tolled at 50% discount, and local non-commercial vehicles are issued a monthly pass for a certain amount

The rate of fee for use of an expressway shall be 1.25 times the rate specified in the applicable rule

The rate of fee for private investment projects shall be as specified under the applicable rule or as the concessionaire may determine by issuing a public notice to users

The following method is used to calculate the rate of fee for highways/expressways with standalone structures and structures forming part of linear highways/expressways:

Length of the structure* (L) X Factor "10" = Length in metres

** Structure of 60 metres of length or less*
To calculate fee for a linear highway/expressway, structures will be considered a part of the normal length of highways/expressways

In the December 2013 amendments, the NHAI empowered the concessionaire to collect 10 times the applicable fee from overloaded vehicles. The December 2015 amendments allowed the concessionaire to stop vehicles plying on National Highways unless they cleared their dues. Any vehicle loaded in excess of its maximum permissible gross vehicle weight (GVW) is not permitted to use the National Highway or cross the toll plaza until the excess load is removed or a fee of 10 times the applicable amount is paid. Moreover, the concessionaire can detain the vehicle until all dues are cleared

The May 2018 amendment stated that if a vehicle user with a valid, functional FASTag or any such device with sufficient balance in the linked account crossing a fee plaza installed with Electronic Toll Collection infrastructure is not able to pay the user fee through FASTag or any such device because of malfunctioning of Electronic Toll Collection infrastructure, the vehicle user shall be permitted to pass the fee plaza without payment of any user fee

In the National Highways Fee (Determination of Rates and Collection) Rules, 2008, in rule 11, in clause (e), the word "disability" should be replaced with "DIVYANGJAN"

The fee payable towards discounts shall be paid through pre-paid instruments, smart card or through FASTag or on-board unit (transponder) or any other such device

The executing authority or the concessionaire, as the case may be, provide for multiple journeys to cross a toll plaza within the specified period at the rates specified

The words "may opt for such pass" shall be omitted

"A person who owns a mechanical vehicle", the words, "with valid functional FASTag," shall be inserted

"A person who owns a commercial vehicle (excluding vehicle plying under National Permit)", the words "with valid functional FASTag," shall be inserted.

User of the vehicle not fitted with "FASTag" or vehicle without valid, functional "FASTag" entering into "FASTag lane" of the Fee plazas shall pay a fee equivalent to two times of the fee applicable to that category of vehicles

closed user fee collection system means a system under which the fee is levied based on the actual distance travelled by a mechanical vehicle, on a national highway or expressway

the executing authority or the concessionaire may establish fee plaza on the national highway or expressway on which the closed user fee collection system has been installed

Provided further that no such concession shall be provided for commuting on a national highway or expressway on which fees is levied based on the closed user fee collection system.

SUMMARY OF BUSINESS

Overview

Unit Distribution and Trust Formation Overview

The Union of India, acting through the Ministry of Corporate Affairs, had filed a company petition under sections 241 and 242 of the Companies Act, 2013 against the IL&FS Group before the NCLT on the grounds of, *inter alia*, that the affairs of the IL&FS Group were being conducted in a manner prejudicial to public interest. Subsequently, the NCLT directed suspension of the then existing board of directors of IL&FS and constitution of a new board of directors of IL&FS comprising the nominees of the Ministry of Corporate Affairs (the "**New Board**"). The New Board, undertaking steps for designing and implementing a fair and orderly resolution of the outstanding debt of the entire IL&FS Group, and for the purposes of resolution of certain portion of the debt of ITNL proposed the setting up of an infrastructure investment trust.

Consequently, Roadstar Infra Investment Trust as sponsored by Roadstar Infra Private Limited, was established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly, and is registered under the InvIT Regulations.

The Trust has acquired each of the Project SPVs (except BAEL). The Trust proposes to acquire BAEL and the remaining shareholding of 14.50% of MBEL prior to the filing of the Placement Memorandum. Please refer to the section "*Formation Transactions in relation to the Trust*" on page 26 for more information in relation to the shareholding of the Trust in the Project SPVs. The proposed Unit Distribution will be in accordance with (i) the Resolution Framework as approved by the NCLAT vide its order dated March 12, 2020 and/or any other appropriate judicial authority and in terms of the interim distribution as approved by the NCLAT vide its order dated May 31, 2022 and (ii) a distribution plan setting out the details and manner of distribution of, among other assets, the Units issued by the Trust as may be approved by the board of directors of IL&FS.

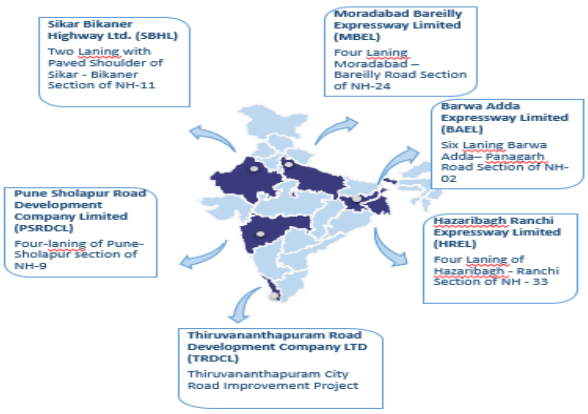
For more details in relation to the Resolution Framework and the holding of the Trust in the Project SPVs, please refer to sections "*Unit Distribution Background*" and "*Formation Transactions in relation to the Trust"* on page 362 and 26, respectively.

Business Overview

The Trust is established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly, and is registered under the InvIT Regulations. The Trust, through its Project SPVs (subject to the proposed acquisition of BAEL), together operates 6 road assets, aggregating to 685.16 kms, located across 6 states in India.

The Project SPVs had a weighted average residual concession life (weighted on the basis of residual life-time pre-MM EBITDA) of 14.28 years as on March 31, 2023 and a weighted average operating history (weighted on the basis of Fiscal 2023 estimated pre-MM EBITDA, assuming COD and appointed date as the beginning date for BOT/DBFOT) of 8.33 years as on March 31, 2023.

The map below sets forth the location of our projects in the Project SPVs:



The tables below set forth an overview of the Project SPVs:

S. No.	Relevant Project SPV	Project length and number of lanes	State(s)	Residual Life (in years, as of March 31 2023)	Model	Actual Revenue from Toll Fee / Annuities in FY 2023 (in ₹ million)
1.	Hazaribagh Ranchi Expressway Limited	73.50 kms 4 lanes	Jharkhand	5.34 years	Annuity	789.02
2.	Moradabad Bareilly Expressway Limited*	121.00 kms 4 lanes	Uttar Pradesh	12.69 years	Toll	3,340.98
3.	Pune Sholapur Road Development Company Limited*	102.08 kms 4 lanes	Maharashtra	8.31 years	Toll	1,904.91
4.	Sikar Bikaner Highway Limited*	237.58 kms 2/4 lanes	Rajasthan	14.90 years	Toll	746.08
5.	Thiruvananthapuram Road Development Company Limited**	28.12 kms (excluding phase I*) 2/3/4/6 lanes	Kerala	Phase II- 3.90 years Phase III- 6.90 years Phase IV-8.17 year	Annuity	268.19
6.	Barwa Adda Expressway Limited*#	122.88 kms 6 lanes	Jharkhand/West Bengal	11.00 years	Toll	2,479.84
Total		685.16				9529.02

Notes:
** Extendable based on target traffic as per provisions contained in the respective Concession Agreement*
*** Phase I concession period ended in July, 2022*
In the process of being transferred to the Trust. See "Formation Transactions in Relation to the Trust - Details of arrangements pertaining to the Trust- Barwa Adda Expressway Limited" on page 28.

In addition to the Project SPVs, the Trust through the Investment Manager may also have the ability to acquire new projects. For further details, please see the sections "*Corporate Governance*" and "*Related Party Transactions*" on pages 135 and 300, respectively. The Investment Manager is responsible for managing the Trust and the Project SPVs, as well as undertaking investment decisions relating to us and our assets. The Investment Manager meets the experience criteria as required under the SEBI InvIT Regulations. As required under the InvIT Regulations, the experience of the Investment Manager in fund management or advisory services or development in the infrastructure sector is above 5 years. Further, the Investment Manager is responsible for defining our strategic direction, including in relation to our future acquisitions, divestments or enhancement of assets. For further details, please see "*Parties to the Trust – The Investment Manager – Roadstar Investment Managers Limited*" – on page 110.

The Trustee, Axis Trustee Services Limited, is a trusteeship company registered with SEBI as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended. On behalf of our Unitholders, the Trustee is responsible for (a) ensuring that our business objectives and investment policies comply with the provisions of the InvIT Regulations and other applicable law, and (b) monitoring the activities of the Investment Manager (in terms of the Investment Management Agreement) and the Project Manager (in terms of the Project Implementation and Management Agreement). For further details, please see "*Parties to the Trust – The Trustee – Axis Trustee Services Limited*" on page 97.

The Project Manager, Elsamex Maintenance Services Limited, is responsible for the operations and management of the Trust and ensuring compliance with the respective concession agreements and project documents, making arrangements for appropriate maintenance, oversee the progress of development, status of approvals and other aspects of the projects of the SPVs. The Project Manager has been appointed as per the terms of the Project Implementation and Management Agreement. Neither the Project Manager nor any of the promoters or directors of the Project Manager (i) is debarred from accessing the securities market by SEBI; (ii) are or have been a promoter, director or person in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust

which is debarred from accessing the capital market under any order or direction made by SEBI; and/ or (iii) are or have been declared a wilful defaulter by any bank or financial institution or consortium thereof in accordance with the guidelines on wilful defaulters published by the RBI. For further details, please see "*Parties to the Trust – The Project Manager – Elsamex Maintenance Services Limited*" – on page 125.

Each financial year, we intend to distribute a minimum of 90.00% of the net distributable cash flows of the Trust available for distribution to our Unitholders. For further details, please see, "*Distribution*" on page 265.

Our revenue from operations for the nine month period ended December 31, 2023, Fiscal 2023, Fiscal 2022 and Fiscal 2021, were ₹ 8,486.89 million, ₹ 9,940.48 million, ₹ 7,631.12 million and ₹ 7,387.22 million, respectively. Our profit / (loss) after tax for nine month period ended December 31, 2023, Fiscals 2023, 2022 and 2021, were (₹ 324.12 million), (₹ 1,131.52 million), ₹ 995.87 million and ₹ 14,499.84 million, respectively.

For details of credit ratings obtained by the Trust, please see "*General Information – Credit rating"* on page 96.

Our Strengths

The Investment Manager believes the following to be the key strengths of the Trust:

Large and Diversified Portfolio of Highway Assets

The Trust proposes to have a sizeable initial portfolio consisting of the six Project SPVs, of which five Project SPVs (except BAEL) have already been acquired. The Trust proposes to acquire BAEL prior to the filing of the Placement Memorandum, subject to receipt of the relevant approval from NHAI. These assets represent a scaled and diversified portfolio, as the Project SPVs consist of 6 highway assets having an aggregate length of 685.16 kms, located across 6 states in India.

Each of the Project SPVs has entered into a long-term concession agreement with either NHAI or a state authority with tenors ranging between 17.50 and 25 years. As of December 31, 2023, the Project SPVs had a weighted average residual concession life (weighted on the basis of residual life-time pre-MM EBITDA) of approximately 14.28 years.

Our assets are operated under different types of concessions, and for the nine month period ended December 31, 2023 and the fiscal years ending March 31, 2023, March 31, 2022, March 31, 2021, revenue from toll assets represented 79.34%, 85.23%, 90.36% and 87.47% of our combined revenue and 95.37%, 93.91%, 91.50% and 94.39% of the combined EBITDA, while revenue from annuity assets represented 6.81%, 7.94%, 9.64% and 12.53% of our combined revenue and 4.63%, 6.09%, 8.50% and 5.61% of the combined EBITDA, respectively.

Sizeable portfolio of mature and revenue generating assets

As of December 31, 2023, the Project SPVs had a weighted average operating history (weighted on the basis of Fiscal 2023 estimated pre-MM EBITDA, assuming COD and appointed date as the beginning date for BOT/DBFOT assets) of 8.33 years.

4 out of 6 Project SPVs are Toll Assets with an average operational life of 18.76 years. The toll assets contribute 93.91% of the combined EBITDA and has grown at CAGR of 13.20% over the last three years and at a CAGR of 9.30% over the last 5 years.

Skilled and experienced management team

The Investment Manager is led by a management team with vast experience in the road sector. The Investment Manager's management team consists of experienced personnel in the top management and key strategic positions having over 10-15 years' experience in operations of road projects, fund raising and fund management, finance and accounting, and regulatory compliance. In addition, the board of directors of the Investment Manager comprises of professionals having experience of serving in senior management roles, large multinational banks, regulatory bodies, and government institutions.

The vast experience of the management team of the Investment Manager shall enable the Investment Manager to employ a business strategy appropriate for the Trust, and assist the Investment Manager in areas of governance, engineering and operations.

In house operation and maintenance teams having rich and hands on experience with a consistent track record of managing some of the marquee projects in the infrastructure space.

The Investment Manager and the Project Manager have adequate experience in road engineering, design, construction, operation & maintenance of road and highway projects. The Project Manager has been maintaining a road portfolio of 14 assets encompassing 1,021 kms (4,108 lane kms)**.** The Project Manager has in-house expertise on Electronic Toll Collection System (ETC), highway traffic management systems and integrated tunnel control systems and is currently operating 21 toll plazas with 172 toll lanes, highway traffic management systems at 3 road projects with a total length of 296 kms and integrated tunnel control system at one tunnel project of 9 kms.

The current portfolio of projects in the Trust are part of the portfolio of assets developed by ITNL. ITNL has a strong presence in the road infrastructure sector and credited with having developed some marquee projects like the longest road tunnel project in India, first city roads projects under PPP in the state of Kerala and having developed the metro projects in Gurgaon under PPP.

Promising sector with strong fundamentals and supportive government policies.

As per the CRISIL Report, the roads sector in India registered a strong pace of constructions by NHAI, growing 6,003 km (16.4 km per day) in fiscal 2023 from 3,071 km (8.4 km per day) in fiscal 2018. The investments in the roads and highways sector rose from ₹1.7 trillion in Fiscal 2018 to ₹2.9 trillion in Fiscal 2022, registering a 1.7 times growth. Additionally, India's passenger traffic logged at a CAGR of about 8.00% from around 165.00 million in Fiscal 2017 to around 209.00 million in Fiscal 2020. In addition to the rapid growth in the road sector, the Government of India has initiated various policies and programmes for the enhancement of the road sector in India.

The Trust operates in the road sector which we believe is a strategically important sector for the Indian Government in its focus for the development of infrastructure in the country. As evidenced in the recent past, the Indian Government has undertaken various initiatives in the road sector including the construction and development of various large expressway projects, which we believe shall provide growth opportunities to the Trust in future.

Transfer of assets into the Trust pursuant to NCLT orders in line with Resolution Framework for the IL&FS Group, by NCLAT in March 2020.

The transfer of Project SPVs to the Trust is a part of the resolution efforts undertaken by the New Board of IL&FS under the Resolution Framework approved by the NCLAT. The Project SPVs (except BAEL) were transferred to the Trust pursuant to NCLT Order which provides a title which is free and clear from all encumbrances, liens, security interest and third party claims (including any statutory or tax claims).

For further details on the market opportunity for the road infrastructure industry in India, please see the section "*Industry Overview*" on page 152.

Business Strategies

The Investment Manager believes the following to be the key strategies of the Trust:

Active asset management to drive organic growth

The Investment Manager will employ an active asset management strategy in the existing assets to drive growth of the portfolio. In particular, the Investment Manager will seek to maintain or improve the Project SPVs net incomes and free cash flows by, among other initiatives, minimizing revenue leakages, formulating and adopting policies and procedures and structuring investments to address regulatory considerations. The Project Manager will continue to assist the Investment Manager by carrying out the operations, management and maintenance of the projects in accordance with the relevant concession agreement and the Project Implementation and Management Agreements and by procuring, operating and maintaining the relevant

project's toll management systems, improving the effectiveness of routine and major maintenance activities and instituting controls on administrative expenditures and overheads.

Calibrated expansion of the portfolio

The Investment Manager also intends to expand the portfolio of the Trust by acquiring further assets that adhere to certain asset selection criteria, which includes access to important locations in the vicinity, connecting roads, industrial and manufacturing hubs, connectivity with raw materials, ports, and also evaluating competing modes of transportation.

The Investment Manager intends to expand the portfolio without compromising on the operation and management of the existing Project SPVs while providing attractive cash flows and yields, and opportunities for future income and capital appreciation for our Unitholders.

Implementing prudent capital management policies

The Investment Manager intends to institute and implement a capital management strategy that is consistent with its objective of maximizing distributions to our Unitholders while also generating consistent total returns. To achieve these objectives, the Investment Manager will aim to ensure an efficient cost of capital and an optimal capital structure of the Trust and the Project SPVs to maximize cash distribution to Unitholders while also retaining adequate flexibility to acquire assets in the future.

Pursuant to the Unit Distribution, the Trust's total consolidated borrowings are expected to be less than 49.00% of the total value of the Trust's consolidated assets, in compliance with the InvIT Regulations.

RISK FACTORS

Eligible Creditors should pay particular attention to the fact that the Trust, the Parties to the Trust, each Project SPV and each of their activities are governed by the legal, regulatory and business environment in India, which differs from that which prevails in other countries. Eligible Creditors should carefully consider the risks and uncertainties described below and the information contained elsewhere in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum. Each Eligible Creditor must rely on its own examination of the Trust and the terms of the Unit Distribution. The risks and uncertainties described in this section may not be the only risks and uncertainties the Trust currently faces. Additional risks and uncertainties not presently known to the Trustee or the Investment Manager, or that the Trustee or the Investment Manager currently deem immaterial, may arise or may adversely affect our business, financial condition, cash flows and results of operations. If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, our business prospects, results of operations, cash flows and financial condition could suffer, the price of the Units could decline to nil.

The financial and other related implications of the risk factors, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where the financial impact is not quantifiable and, therefore, cannot be disclosed in such risk factors. Unless specified or quantified in the relevant risk factors below, we are not in a position to quantify the financial or other implication of any of the risks described in this section.

Eligible Creditors should be aware that the price of the Units, and the income from them, may be subject to volatility. If any of the risks described below occurs, our business and prospects could be materially and adversely affected, the trading price of the Units could decrease to nil. This section should be read in conjunction with the sections entitled "Our Business" and "Discussion and Analysis by the Directors of the Investment Manager of Financial Condition and Results of Operations and Cash Flows of the Project SPVs of the Trust" on pages 189 and 270, respectively, as well as the financial statements and other financial information included elsewhere in this Draft Placement Memorandum.

This Draft Placement Memorandum also contains forward-looking statements (including Projections of Revenue from Operations and Cash Flow from Operating Activities) that involve risks, assumptions, estimates and uncertainties. Our actual results could differ materially from those anticipated in such forward-looking statements as a result of certain factors including the considerations described below and elsewhere in this Draft Placement Memorandum, including the section "Forward-Looking Statements" on page 17.

Eligible Creditors must rely upon their own examination and the terms of the Offer, including the merits and the risks involved. Eligible Creditors should consult their tax, financial and legal advisors about the particular consequences of holding Units pursuant to Unit Distribution.

In this section, unless specified otherwise, a reference to "we", "us" and "our" refers to the Trust and each Project SPV on a combined basis. Furthermore, unless the context otherwise requires, the financial information used in this section is derived from the Audited Special Purpose Combined Financial Statements.

Risks Related to Our Business and the Concession Agreements

1. ***Toll collections and toll road traffic volumes may be affected by competing roads and bridges and other modes of transportation, and any improvements to, or construction of, such roads, bridges and other modes of transportation.***

   For the toll-based Project SPVs, their principal source of revenue is the collection of toll fees from users of the toll roads. The level of toll collections may be affected by competing routes and alternative modes of transportation, such as adjacent free roads, new or existing toll roads, railways or air transport. Furthermore, neither the NHAI nor the GoI is restricted under the Concession Agreements from constructing alternative modes of travel which service the same areas as are serviced by the toll roads. In the event such alternative modes of travel are constructed, it may adversely impact our revenue from toll roads.

   Additionally, given the renewed focus of the GoI, at the national, state and local levels, on the construction and development of new expressways and development and strengthening of the highway network across India, there can be no assurance that there will not be any construction, widening or improvement of any free or toll roads, or construction of other modes of transportation including local routes by local authorities/

communities, in the proximity of the toll roads or which provide an alternative or more direct routing to locations served by the toll roads. Any such construction, widening or improvement may divert traffic away from the toll roads, which may adversely affect toll collections and, therefore, our ability to make distributions to the Unitholders.

2. ***Toll rates and collections and toll road traffic volumes are subject to regulatory constraints, number of road users subject to such rates and dependent on factors beyond our control.***

Toll revenue depends on the tolling rates set by the concessioning authority in accordance with the concession agreement and the actual traffic volume using our roads. Usually, the concessioning authority sets the applicable tolling rates and mechanism for periodically resetting the tolling rates, in accordance with applicable MoRTH guidelines. Such tolling rates, based on the National Highways Fee Rules, 2008, were increased without compounding, by 3% each year with effect from April 1, 2008, and such increased rate was deemed to be the base rate for subsequent years. Further, the applicable base rates were revised annually with effect from April 1 each year to reflect the variation in WPI between the week ending January 6, 2007 and the WPI for the month of December of the year in which such revision is undertaken but such revision was restricted to 40% of the change in WPI. We may not be able to increase tolling rates to cover increases in our operations or financing or other costs. Such tolling rates and the scope of our arrangements with the concessioning authority may be revised by the concessioning authority in accordance with the provision of the concession agreement and applicable law. Thus, revenue from toll receipts is affected by traffic volume and toll rates, both of which are beyond our control.

The toll revenues may also be affected by various regulatory and statutory conditions and restrictions. On May 26, 2021, the NHAI issued a press release to ensure service time of not more than 10 seconds per vehicle even at peak hours at the toll plazas on the national highways. In accordance with this press release, queues of vehicles at toll plazas must not exceed 100 meters, and in the event of queues longer than 100 meters the vehicles will be allowed to pass without paying toll till the queue comes within 100 meters from the toll booth. While there are no corresponding NHAI guidelines on such reduction of service times, any such conditions on the payment and operation of tolls may adversely affect the business, financial condition or results of operations of our toll-based Project SPVs.

Our toll collections may also be affected by the level of exemptions, i.e., some categories of road users not required to pay the applicable toll rates when using the toll roads, which may be higher in urban settings. We are also subject to fluctuations of traffic flow at new toll plazas that may not stabilize within the timelines anticipated or at all.

Traffic volumes on the toll roads and toll collections are directly and indirectly affected by a number of other factors beyond our control, including but not limited to:

- the decline in manufacturing or exports of commodities plying on the toll roads due to regulatory restrictions or other reasons including financial crises and war, which can potentially distort global prices of traded commodities;
- the number and type of motor vehicles in operation and the cost of purchasing and operating motor vehicles, including financing costs, environmental law compliance costs, exchange rate fluctuations and fuel prices, in the project influence areas of the toll roads;
- weather conditions, such as floods or torrential rain, acts of god, strikes or any other force majeure event, including epidemics, that could impair the safe operation of, restrict traffic access to, or prevent use of the toll roads. Further, any political/ non-political agitations may also significantly impact traffic movement on the roll roads;
- traffic on the roads providing access to and from the toll roads including the waiting time at toll plazas and congestion at the gateways, or the physical condition of such roads, which hampers the ability of road users to gain access to and from the toll roads;
- the capacity of the toll roads including any structure forming part of the toll roads, such as bridges, bypasses or tunnels, and the need for maintenance and repair of parts or all of the toll roads, or any structure forming part of the toll roads, which may result in restricted or no access to the toll roads for material periods of time;
- overall security of the toll roads as managed by the relevant security contractors, including the possible threat of terrorist attacks on the toll roads or any of their free-standing structures;
- a change in the applicable toll policies or other applicable laws (including environmental regulations) which affects any category of vehicle or fuel;

- development of other transportation modes and incentives associated with such modes such as the national rail plan that is expected to increase rail's modal share traffic which may adversely impact the modal share for road-freight;
- changes in consumption pattern of commodities transported on the toll roads;
- changes to axle load norms in order to further increase the permissible axle load limits in India, which may adversely impact traffic growth along Indian national and state highways and cause accelerated deterioration of the condition of the pavement of the toll roads;
- the reactions of the public or other national or state government institutions to toll rate increases;
- diversion of all or a certain class of traffic by the district or state administration for safety of pedestrians during local gatherings due to religious festivals or other form of public gatherings;
- leakage of toll fees or any form of violation by users of the toll roads;
- rise in fuel prices; reduction in commercial or industrial activities in the regions through which the roads being operated by the Project SPVs passes;
- seasonal fluctuations, specifically during the monsoon season, may adversely affect traffic volumes and cash flow. Traffic volumes tend to decrease during the monsoon season and tend to increase during holiday season. The monsoon season may also restrict our ability to carry on activities related to our operations and maintenance of the roads. This may result in delays in periodic maintenance and reduce productivity, thereby materially and adversely affecting our business, financial condition and results of operations; and
- any government policy or scheme which can have an effect on the economy of the states through which the roads being operated by the Project SPVs passes.

In the event there is a significant change in traffic volume or change in toll rates on the toll roads, there may be a corresponding decrease in toll collections which could have a material adverse effect on our ability to make distributions to the Unitholders.

3. Leakage of the toll fees of any of the toll-based Project SPV's roads may materially and adversely affect our revenues and financial condition.

Each of the toll-based Project SPV's toll receipts are primarily dependent on the integrity of toll-collection systems and the willingness of road users to pay toll fees. While each toll-based Project SPV has an integrated toll-collection system in place, the level of revenues derived from collection of tolls may be reduced by leakage through toll evasion, theft, fraud or technical defaults in the relevant Project SPV's toll systems or forced violations by users of the toll roads. Furthermore, any toll-based Project SPV may also, at times, be unable to collect tolls due to political protests or other agitations, including relating to tolling. In addition, in certain circumstances, the governmental authorities or Indian courts could seek to suspend toll collection for or during certain periods, in full or in part, on the toll roads, which suspension would result in a reduction in our revenues. For instance, during 2020-2021 toll collection was suspended on the tolls operated by SBHL due to farmer protests. SBHL has sought relief pursuant to the MoRTH circular for relief measures for farmers protest dated July 2, 2021 by way of letters dated December 9, 2021, January 13, 2021 and January 14, 2023 written to PWD, Rajasthan.

Furthermore, toll-collection errors may amount to a loss of revenue as there is an inherent risk of under-collection of toll fees, especially in instances where the users of toll roads pay in cash. Additionally, since most of the toll collections at the toll roads operated by certain Project SPVs are through FAStag, there are risks associated with certain transactions which are rejected due to blacklisted FASTag registrations, software errors, duplicate readings etc. Any failure by us to monitor and control leakage in toll-collection systems could have a material adverse effect on our business, prospects, financial condition and results of operations and our ability to make distributions. We may be exposed to leakage even in non-cash based toll collection systems, such as software or digitally enabled toll payment options that are susceptible to cyber security breaches and theft.

Further, there have been occasions where political parties and local communities protest against the collection of tolls on roads and some of these occasions have turned violent and resulted in the destruction of toll collection booths. During such an event, the affected toll-based Project SPVs could have a limited ability to collect tolls.

4. We have relied on data derived from (i) Technical Consultant Reports commissioned from the Technical Consultants, (ii) Traffic Reports commissioned from the Traffic Consultants and (iii) the CRISIL Report, which are based on certain estimates and assumptions and are subject to the limitations set out therein.

We have appointed Translink Infrastructure Consultants Private. Limited, GMD Engineering Consultants Private Limited, HBS Infra Engineers India Private Limited, LSI Engineering & Consultants Limited and Transys Consulting Private Limited, independent third-party technical engineering firms, as our technical consultants (the "**Technical Consultants**") to forecast the operations and maintenance expenses for each Project SPV and to prepare technical reports on the Project SPVs, which are set out in Annexure C to this Draft Placement Memorandum (the "**Technical Reports**"). We have also appointed Segmental Consulting & Infrastructure Advisory Private Limited, GMD Engineering Consultants Private Limited and HBS Infra Engineers India Private Limited as our traffic consultants ("**Traffic Consultants**") to provide their analysis and forecast of traffic volumes for MBEL, SBHL, PSRDCL and BAEL which are set out in Annexure B to this Draft Placement Memorandum (the "**Traffic Reports**"). Furthermore, we have also included data from a report titled "An assessment of the roads sector in India" dated March 2024, prepared by CRISIL. ("**CRISIL Report**").

The Technical Consultant Reports, the Traffic Reports and the CRISIL Report (together referred to as "**Third Party Reports**") are subject to various limitations and are based upon certain bases, estimates and assumptions that are subjective in nature and are based, in part, on information provided by and discussions with or on behalf of us, the Sponsor and the Investment Manager. The Third Party Reports reflect current expectations and views regarding future events, and therefore, necessarily involve known and unknown risks and uncertainties. The Third Party Reports contain forecasts, projections and other "forward-looking" statements that relate to future events, which are, by their nature, subject to significant risks and uncertainties, including population growth, gross domestic product growth, vehicle ownership rates, per capita income, agricultural output, technological advancements and fuel consumption. The future events referred to in the Third Party Reports involve risks, uncertainties and other factors which may cause the actual traffic volumes to be materially different from any future traffic volumes expressed or implied by the Third Party Reports. There can be no assurance that the bases, estimates and assumptions adopted by the Technical Consultant, Traffic Consultant or CRISIL Report Provider for the purposes of preparing their respective reports will prove to be accurate. If any of these bases, traffic assumptions is incorrect, future traffic volumes for the Project SPVs could be materially different from those that are set forth in these reports and this Draft Placement Memorandum. The Third Party Reports are not a recommendation to invest or disinvest in the Project SPVs. Eligible Creditors are advised not to unduly rely on the Third Party Reports.

5. Certain provisions of the standard form of Concession Agreements may be untested, and the Concession Agreements may contain certain restrictive terms and conditions which may be subject to varying interpretations.

Our concession agreements were entered into with the concessioning authorities and we have limited ability to negotiate the terms of these contracts. The Concession Agreements that our Project SPVs (excluding TRDCL) have entered into are substantially based on a model concession agreement prescribed by NHAI or the relevant state authority. For example, the toll fees under the Concession Agreements is fixed, subject to annual adjustments to account for inflation as specified in the Concession Agreements. In addition, the operation and maintenance standards and specifications require each Project SPV to incur operation and maintenance costs on a regular and periodic basis. The Concession Agreements also provide for a fixed term concession and, although the Concession Agreements provide for an extension or reduction of the concession period based on certain factors, including actual traffic volumes on specified target dates, the Concession Agreements do not provide for renewal of the Concession Agreements after the expiry of the term.

There is limited guidance available on the interpretation of a number of terms and conditions of the Concession Agreements. In addition, certain terms of the Concession Agreements, such as those related to an augmentation in the capacity of the toll roads, termination payments, construction of additional competing roads by the concessioning authority, variation in concession period based on target traffic, the Government or State Governments and payment of compensation for changes in law are untested. Accordingly, the interpretation of certain terms and conditions in the Concession Agreements of the Project SPVs by the concessioning authority, the courts or regulators may be different from our interpretation of such terms and conditions.

The terms and conditions of the Concession Agreements contain restrictive terms and conditions. For example, the Concession Agreements contain provisions that mandate substitution clauses in the project agreements. Such substitution clauses allow the lenders of such project to step into project agreements in place of a Project SPV in the event of suspension of the Concession Agreement for the concerned Project SPV due to a breach or default by the said Project SPV. The Concession Agreements also provides that the lenders to a Project SPV may substitute the Project SPV with new entities in the event of a default by the concerned Project SPV under

the relevant Concession Agreements or financing agreements. The terms of each of the Project SPV's Concession Agreements requires the Project SPVs to indemnify the concessioning authority for losses arising out of breach of the obligations of the Project SPVs under the Concession Agreements. Further, the Concession Agreements may mandate the requirement of a consent from the concessioning authorities prior to the undertaking of certain activities by the relevant Project SPV.

In the event the concessioning authority or a lender invokes any restrictive term or condition in the Concession Agreements, or the concessioning authority or a court interprets any term or condition in an adverse manner, such invocation or interpretation may materially and adversely affect our business, financial condition and results of operations. For further details, please see, "*Summary of Key Agreements— Summary of the Concession Agreements*" on page 208 of this Draft Placement Memorandum.

6. ***The Valuation Report, and any underlying reports, are not opinions on the commercial merits of the Trust or the Project SPVs, nor are they opinions, expressed or implied, as to the future trading price of the Units or the financial condition of the Trust upon listing, and the valuation contained therein may not be indicative of the true value of the Project SPV's assets.***

RBSA Valuation Advisors LLP has been appointed as the independent valuer (the "**Valuer**") to undertake independent valuation of the Project SPVs. The Valuer has issued a report (the "**Valuation Report**"), included in this Draft Placement Memorandum, which sets out their opinion as to the fair enterprise value of the Project SPVs as on December 31, 2023. In order to issue their Valuation Report, the Valuer has based his assumptions regarding the traffic volume, toll rates, operation and maintenance costs, amortization, debt repayments and non-cash net working capital projections amongst other things, on information provided by and discussions with or on behalf of us, the Sponsor and the Investment Manager, and which reflects current expectations and views regarding future events and, therefore, necessarily involves known and unknown risks and uncertainties. Please see the Valuation Report included as Annexure A in this Draft Placement Memorandum for a detailed description of all assumptions relied upon in the preparation thereof. The Valuation Report contains forecasts, projections and other "forward-looking" statements that relate to future events, which are, by their nature, subject to significant risks and uncertainties. The future events referred to in these forward-looking statements involve risks, uncertainties and other factors which may cause the actual results or performance to be materially different from any future results or performance expressed or implied by the forward-looking statements.

7. ***Any infrastructure project that we acquire which is still under construction and development may be subject to cost overruns or delays.***

We may acquire infrastructure projects which are still under construction and development subject to certain thresholds and other considerations, in accordance with the InvIT Regulations and subject to the Unitholders' approval in certain cases. The development of such projects is subject to substantial risks, including various planning, engineering and construction risks, along with regulatory hurdles on land acquisition and necessary environmental clearances. The concessionaire generally begins generating a return on investment only after the commencement of commercial operations, which may be delayed due to various reasons.

Under the InvIT Regulations, we can acquire eligible infrastructure projects (as defined in the InvIT Regulations) as well as under-construction projects. Several key steps must be taken before these assets commence operations, generate revenue and recover costs, including but not limited to: conducting surveys and investigations for the proposed route; entering into construction contracts and long-term service agreements with contractors with sufficient expertise; purchasing necessary equipment; acquiring land/ obtaining rights of way from land owners and local authorities; complying with ongoing requirements of the required permits, approvals and licenses; procuring sufficient equity, debt, mezzanine and other necessary financing.

During the construction and development phases, we may also suffer from the unavailability of equipment/ materials, shortage of technically skilled personnel and labour, work stoppages, labour or social unrest, adverse weather conditions, accidents, natural calamities, delays in construction, delays in clearances, unforeseen construction-related and/ or operational delays and defects, delivery failures by, and disputes with contractors, limited availability of competent construction companies, increased cost of raw materials, unavailability of adequate funding, failure to complete projects within budget and in accordance with the required specifications, additional interest costs incurred due to project delays, legal actions brought by third-parties, changes in government, regulatory policies and tax policies, foreign exchange movements, adverse trends in the infrastructure industry or general economic conditions in India. These factors, as well as other

unforeseeable problems and circumstances may lead to substantial increases in the time and costs required to complete the projects that we may acquire. We may also not be able to recover the additional costs and may also be subjected to levy of liquidated damages or penalties in case of delay in achieving commercial operations date for the project.

The foregoing factors may also give rise to risks in the building and construction phase of projects and create delays in the completion of such projects. Construction disruptions or delays could impede our ability to undertake future acquisition of assets, and in turn materially and adversely affect our financial and operational estimates, our business, prospects, financial condition, results of operations and cash flows.

8. We may be subject to increases in costs, including operation and maintenance costs, which we cannot recover by increasing toll fees or annuity income under the relevant Concession Agreements.

The terms and conditions of the Concession Agreements are fixed and are not negotiable during the concession period. The costs of operating and maintaining the roads may be subject to cost overruns as a result of increased or unforeseen costs due to a number of factors beyond each Project SPV's control, including, among other things:

- increase in the cost of labour, materials (for example, bitumen) and insurance;
- the Project SPVs being required to install intelligent toll-collection systems or other new technologies for monitoring projects at their own costs, including remedial costs incurred to rectify any defects caused on account of a failure of any technology;
- Project SPVs being required to install/ deploy sustainable solutions to adhere with evolving and stringent environmental and social norms;
- higher axle loading, traffic volume or environmental stress leading to more extensive or more frequent heavy repairs or maintenance costs, which may be substantial;
- the Project SPVs being required to restore their project roads in the event of any landslides, floods, road subsidence, other natural disasters, accidents or other events causing structural damage or compromising safety;
- cost incurred for repair of damage to road pavement, bridges, culverts or any other type of structures on account of bad workmanship, faulty engineering, design defects or any other defects during the construction stage;
- cost incurred for repair of damage to road pavement, bridges, culverts or any other type of structures on account of poor maintenance or on account of not having undertaken timely repairs/ replacement of parts;
- changes to the laws and regulations relating to insurance in India which results in an increase in the insurance premiums payable by the Project SPVs;
- increase in electricity tariff rates or other fuel costs resulting in an increase in the cost of energy;
- increase in royalty or levy on raw materials and services used for routine and heavy maintenance;
- adverse weather conditions;
- an increase in minimum wages or other operating costs;
- the introduction of a levy on the usage of water for maintenance of the toll roads, among other things, in states in which the toll roads are located;
- unforeseen legal, tax and accounting liabilities relating to acquired assets; or
- other unforeseen operational and maintenance costs such as unexpected escalations in third-party fees or insurance premium.

In the event that our costs increase, we may be unable to offset such increases with higher revenues by increasing toll fees or seeking increase in annuity income due to the restrictions under the Concession Agreements. Any significant increase in operation and maintenance costs beyond the amounts budgeted by us, or any failure to meet quality standards, may reduce our profits, could expose us to penalties imposed by the concessioning authorities and could have a material, adverse effect on our business, financial condition and results of operations. Such events may also impact the ability of the Project SPVs to service the debt obtained from the Trust and our ability to make distributions to the Unitholders. As such, the inability to change the terms and conditions, including the toll fees of the concession during the concession period, may materially and adversely affect our operational and financial flexibility.

9. The Trust may be unable to maintain its eligible status under the InvIT Regulations due to non-compliance by certain members of the Sponsor Group with the fit and proper requirements under Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008.

Regulation 4(2)(k) of the InvIT Regulations require the Trust, Sponsor Group, Investment Manager, Project Manager and Trustee, to be 'Fit and Proper' under Schedule II Securities and Exchange Board of India (Intermediaries) Regulations, 2008 ("**Intermediaries Regulations**" and such requirements the "**Fit and Proper Requirements**"). The Fit and Proper Requirements are, *inter alia*, applicable to the relevant entity and its promoters or persons holding controlling interest or persons exercising control over such entity (collectively the "**Persons**"). Under the Fit and Proper Requirements, Persons are disqualified if, (i) a charge sheet has been filed against the Person by any enforcement agency in matters concerning economic offences and is pending or (ii) the Person has been categorized as a wilful defaulter.

Certain IL&FS Group entities (including ITNL and IL&FS) that are identified as members of the Sponsor Group do not meet the Fit and Proper Requirements due to the ongoing insolvency and criminal proceedings concerning these entities or their promoters, being IL&FS or ITNL ("**Non-Compliant Entities**"). A list of such entities and the status of their compliance with the Fit and Proper Requirements is stated below:

Sr. No.	Sponsor Group member	Status of Compliance with the Fit and Proper Requirements
1.	RIPL	ITNL, being the promoter of RIPL, has been: (i) declared as a wilful defaulter by 19 banks, the lead bank being Canara Bank, and (ii) named as an offender in the charge sheet filed by the Economics Offence Wing, Delhi. Accordingly, RIPL, by virtue of ITNL being its promoter, falls within the criteria specified under 3(b)(ii) and 3(b)(ix) read with 2(c) of Schedule II of the Intermediaries Regulations. RIPL is also the holding company of the Investment Manager and hence, RIPL not meeting the Fit and Proper Requirements will affect the eligibility of the Investment Manager as well.
2.	ITNL	ITNL has been: (i) declared as a wilful defaulter by 19 banks, the lead bank being Canara Bank, and (ii) named as an offender in the charge sheet filed by the Economics Offence Wing, Delhi. Accordingly, ITNL falls within the criteria specified under (A) 3(b)(ii), and (B) 3(b)(ix), of Schedule II of the Intermediaries Regulations. Further, considering that IL&FS is the promoter of ITNL, by virtue of 2(c) of Schedule II of the Intermediaries Regulations, disqualification of IL&FS from being categorized as 'Fit and Proper' as specified under the Intermediaries Regulations, will also impact the eligibility of ITNL to be 'Fit and Proper'. Further, as stated above, ITNL is the promoter of the Sponsor, RIPL, as well.
3.	IL&FS	As on date of this Draft Placement Memorandum, there are ongoing criminal proceedings, including proceedings initiated by enforcement agencies such as the Serious Fraud Investigation Office ("**SFIO**"), and other civil proceedings which may lead to IL&FS being disqualified from being categorized as 'Fit and Proper' as specified under the Intermediaries Regulations.
4.	Sabarmati Capital One Limited ("**SCOL**")	IL&FS indirectly holds controlling interest in SCOL. As on date of this Draft Placement Memorandum, there are ongoing criminal proceedings, including proceedings initiated by SFIO, which may lead to IL&FS being disqualified from being categorized as 'Fit and Proper' as specified under the Intermediaries Regulations. By virtue of 2(c) of Schedule II of the Intermediaries Regulations, such disqualification of IL&FS will also impact the eligibility of SCOL to be 'Fit and Proper'.

5.	IL&FS Financial Services Limited ("**IFSL**")	As on date of this Draft Placement Memorandum, IFSL has been named as an offender in the charge sheet filed by the Senior Fraud Investigation Office in the Court of Learned Additional Sessions Judge Cum Special Judge (Companies Act), Greater Mumbai. Accordingly, IFSL falls within the criteria specified under 3(b)(ii) of Schedule II of the Intermediaries Regulations. Further, considering that IL&FS is the promoter of IFSL, by virtue of 2(c) of Schedule II of the Intermediaries Regulations, disqualification of IL&FS from being categorized as 'Fit and Proper' as specified under the Intermediaries Regulations, also impacts the eligibility of IFSL to be 'Fit and Proper'.
6.	IL&FS Airports Limited ("**IAL**")	IL&FS is the promoter of IAL. As on date of this Draft Placement Memorandum there are ongoing criminal proceedings, including proceedings initiated by SFIO, and other civil proceedings against IL&FS, which may lead to IL&FS being disqualified from being categorized as 'Fit and Proper' as specified under the Intermediaries Regulations. By virtue of 2(c) of Schedule II of the Intermediaries Regulations, such disqualification of IL&FS will also impact the eligibility of IAL to be 'Fit and Proper'.
7.	IL&FS Cluster Development Initiative Limited ("**ICDIL**")	IL&FS is the promoter of ICDIL. As on date of this Draft Placement Memorandum there are ongoing criminal proceedings, including proceedings initiated by SFIO, and other civil proceedings against IL&FS, which may lead to IL&FS being disqualified from being categorized as 'Fit and Proper' as specified under the Intermediaries Regulations. By virtue of 2(c) of Schedule II of the Intermediaries Regulations, such disqualification of IL&FS will also impact the eligibility of ICDIL be 'Fit and Proper'.

While SEBI, by way of its letter dated March 20, 2024 has granted the Trust and the Non-Compliant Entities an exemption from the strict enforcement of Regulation 4(2)(k) of the InvIT Regulations, in case such exemption is withdrawn by SEBI or restricted in any way, it could affect the eligibility of the Trust as specified under the InvIT Regulations.

10. We will depend on various third parties to undertake certain activities in relation to the operation and maintenance of the roads and any delay, default or unsatisfactory performance by these third parties could materially and adversely affect our ability to effectively operate or maintain the roads. Further, the operation of the Project SPVs will also depend on our relationships with other stakeholders.

We will depend on the availability and skills of third-party employees and contractors for the operation and maintenance of the roads. We can also make no assurance that the services of such third parties will continue to be available at reasonable rates in the areas in which we conduct our operations or at all. We may also be exposed to risks relating to the inability of such third parties to obtain requisite approvals for the operation and maintenance activities, as well as the quality of their services, equipment and supplies. We may also fail to ensure the reliability and sustainability of toll collectors who are required to man the toll booths continuously may materially and adversely affect our overall level of net revenue. We may also be exposed to civil and criminal liability in relation to the actions of other third parties, including our directors, employees and contractors. For details of such civil and criminal proceedings, please see the section "*Legal and Other Information*" on page 321 of this Draft Placement Memorandum.

Further, if we undertake limited development, while we may sub-contract our construction work, we may still be liable for accidents on our projects due to defects in design and quality of construction/ repair works of our projects during their construction and operation. In addition, we can make no assurance that such contractors or their sub-contractors will continue to hold or renew valid registrations under the relevant labour laws in India or be able to obtain the requisite approvals for undertaking such construction and operation. Furthermore, in case of failure by the sub-contractor to pay the labour costs of the workers engaged by them, we may be liable to pay such costs to the contracted labourers. Any delay, default or unsatisfactory performance by these

third parties could materially and adversely affect our ability to manage the operation and maintenance of the toll roads under the Concession Agreements in a timely manner or at all and may require us to implement traffic diversion measures and expose us to penalties and premature termination of our Concession Agreements. Any of the foregoing factors could have a material adverse effect on our business, financial condition, reputation and results of operations.

The operation of the Project SPVs will also depend on our relationships with other shareholders and stakeholders. Under the InvIT Regulations, the Trust is permitted to invest in SPVs containing other shareholders or partners subject to such other shareholders or partners executing an agreement confirming that they will not exercise any rights that prevent the Trust from complying with the InvIT Regulations. The shares held by the third-party shareholder in TRDCL or any other shareholder in any SPVs acquired by the Trust in the future, will continue to remain an asset of such shareholder and may be subject to encumbrances, regulatory proceedings and other restrictions imposed on such shareholder, which are beyond our control.

11. Our actual results may be materially different from the expectations, express or implied, or Projections of Revenue from Operations and Cash Flows from Operating Activities included, in this Draft Placement Memorandum.

In view of the InvIT Regulations, this Draft Placement Memorandum includes certain forward-looking statements, such as Projections of Revenue from Operations and Cash Flows from Operating Activities, expectations, plans and analysis of the projections, as set out in the section "*Projections of Revenue from Operations and Cash Flows from Operating Activities*" on page 480. The Projections of Revenue from Operations and Cash Flows from Operating Activities have been prepared and presented on the basis that the Trust holds all the Project SPVs on or prior to the date of the Allotment of the Units pursuant to the Offer for the last three fiscals as per the statement of Projections of Revenue from Operations and Cash Flows from Operating Activities. Certain assumptions have been made regarding our future financial and operating performance, including but not limited to the revenue from operations, construction income, operating and maintenance costs, Trust expenses, the portfolio remaining unchanged through the projections period and no outflow on account of any litigation related matters during the projections period. It has been assumed all projects will continue to operate at the current or estimated levels. In case such assumptions are not satisfied, the associated revenue from operations, profit and cash flows would need to be revised accordingly. Hence, the projections of revenue from operations and cash flows are only estimates and there can be no assurance from the Investment Manager on any of these parameters. The Trust's revenue will be dependent on the cash flows from the Project SPVs, including principal and interest payments (net of applicable taxes and expenses) from the Project SPVs, whose revenue in turn is dependent on a number of factors, including the receipt of toll revenues, which may decrease for a number of reasons including traffic volumes.

Given that the Projections of Revenue from Operations and Cash Flows from Operating Activities are based on assumptions, there could be uncertainties and contingencies, which could adversely affect the Investment Manager's ability to achieve the Projections of Revenue from Operations and Cash Flows from Operating Activities. Further, the assumptions underlying the Projections of Revenue are subject to significant business, regulatory and tax risks. The Investment Manager cannot assure you that the assumptions will be realized and the actual revenue from operations and cash flows from operating activities, will be as projected. The Projections of Revenue from Operations and Cash Flows from Operating Activities for Fiscals 2025, 2026 and 2027 are derived assuming post Unit Distribution capital structure and corporate structure as if it will be in existence from March 31, 2023.

12. We may face limitations and risks associated with debt financing and refinancing.

We are subject to regulatory restrictions in relation to our debt financing and refinancing. We may from time to time require debt financing and refinancing to carry out the Investment Manager's investment strategy. In the event that we undertake debt financing or refinancing, we may be limited by Indian law as to the nature of financing or refinancing that we may undertake. Under the InvIT Regulations, the aggregate consolidated borrowings and deferred payments of the Trust, net of cash and cash equivalents shall not exceed 70% of the value of the Trust Assets and any borrowings above 25% of the value of the Trust Assets, up to 49%, shall be subject to certain conditions, including Unitholder approval and credit rating from a credit rating agency. For further borrowings exceeding 49% of the value of the Trust Assets, the funds are permitted to be utilized only for acquisition or development of infrastructure projects, the prescribed credit rating and threshold of unitholder approval are required to be obtained and the Trust is required to have a track record of at least six distributions on a continuous basis post listing in the years preceding the financial year in which the enhanced

borrowings are proposed to be made. There is no assurance that the relevant approval can be obtained in a timely manner, or at all. Further, there is no assurance that the current levels of debt allowed under the InvIT Regulations shall remain unchanged and these can be made further stringent wherein the ability of the Trust to raise incremental debt financing may be curtailed.

Debt financing to fund the acquisition of a project may not be available on short notice or may not be available on acceptable terms or at all. Since the timing and size of acquisitions cannot be readily predicted, the Trust may need to be able to obtain funding on short notice to benefit fully from opportunities. Also, as a trust, we may be unable to access certain debt capital available to companies. Debt raised by us may be subject to regulatory restrictions. Additionally, debt to be raised by any of the Project SPVs will be subject to their credit rating.

In the event that we undertake new debt financing or refinance existing debt, we may also be subject to risks associated with debt financing and refinancing, including prior consent or intimation to lenders required to carry out certain actions and the risk that our cash flows may be insufficient to meet required periodic payments of principal and interest under such arrangements and to make distributions to the Unitholders. Our ability to generate sufficient cash to satisfy our debt obligations will depend on our future operating performance, which may be affected by prevailing economic conditions and financial, business and other factors beyond our control. There is no assurance that we will be able to generate sufficient cash flow to meet all of our debt obligations. If we are unable to make payments due under our debt facilities, the lenders may be able to declare an event of default and initiate enforcement proceedings relating to any security provided in respect of the loan facilities, and/or call upon any guarantees, and this may materially and adversely affect our ability to make distributions to the Unitholders. Furthermore, a lender may, in accordance with the terms and conditions of applicable documentation and applicable law, seek recourse to, and enforce security interest, if any, against the Project SPVs, by initiating proceedings against the Trustee and/or the Investment Manager (acting on behalf of the Trust); provided that on initiation of the proceedings against the Trust or the Project SPVs, the Trustee shall not be personally liable and the Trustee's assets shall not be utilized towards recovery of such debt. The Project SPVs, which remain after any such recovery by the lenders, shall remain the property of the Trust, to be utilized in accordance with the Trust documents and applicable law. Further, borrowings availed by the Project SPVs and/or the Trust are subject to the applicable law, regulations, rules issued by governmental and regulatory bodies. These applicable law, regulations and rules are subject to amendments in future and onerous provisions may be imposed which may result in non-compliance by the Project SPV and/or the Trust.

Furthermore, restrictions in relation to external commercial borrowings may limit the Trust's ability to borrow overseas for projects under development and hence could constrain its ability to obtain financing on competitive terms and refinance existing indebtedness. In addition, there can be no assurance that any required regulatory approvals or borrowing in foreign currencies will be granted to the Trust without onerous conditions, or at all.

13. The Project SPVs' financing agreements entail interest at variable rates, and any increase in interest rates may adversely affect our results of operations, financial condition and cash flows.

Certain third-party financing arrangements of the Project SPVs would remain in place after the Unit Distribution. These financing agreements typically entail interest at variable rates with a provision for the periodic reset of interest rates. Accordingly, the Project SPVs are susceptible to changes in interest rates and the risks arising therefrom. Any increase in interest rates will have an adverse effect on our results of operations, financial condition and cash flows. For further details in relation to the financing arrangements entered into by the Project SPVs, please see the section "*Financial Indebtedness and Deferred Payments*" on page 254.

14. The Project SPVs have a limited period to operate the roads as the concession periods granted to the Project SPVs are fixed.

The concession agreements entered into by TRDCL and HREL provide for a fixed term concession, at the end of which the operations, the rights and obligations granted to the SPVs will be transferred to the relevant concessioning authority with no renewal option. For toll-road projects of the Project SPVs, the respective concession agreements provide for limited increase in concession period basis the target traffic.

Furthermore, there is no assurance that the concessioning authority will grant extensions for the toll roads. In addition, there can be no assurance that we will be able to successfully acquire new assets once the existing

Concession Agreements expire. Further, if the operating periods of the toll roads are shortened or disrupted or the Project SPVs' rights to operate the toll roads are terminated before the expiration of the concessions, our business, financial condition and results of operations may be adversely affected.

15. The termination payment due to us upon termination of the Concession Agreements may not adequately compensate us for the actual costs and investments associated with the toll roads in a timely manner or at all.

The concession agreements may be terminated by the concessioning authorities for a variety of reasons, including but not limited to one or more of the following:

- failure to replenish or provide fresh performance security within a cure period of 30 days;
- failure to achieve the latest outstanding project milestone and continuing to be in default for a specified period (ranging from 90 to 120 days);
- abandonment or manifestation of intention to abandon the construction or operation of the project without prior written consent;
- breach of maintenance requirements or safety requirements;
- failure to make payments within the specified period in the relevant Concession Agreement;
- escrow default and failure to cure within a cure period of 15 days;
- creation of encumbrance in breach of the relevant Concession Agreement; and
- materially false representations or warranties.

If a concession agreement is terminated by the concessioning authority due to a default by a Project SPV, the Project SPV may be exposed to additional liability. For further details, please see, "*Summary of Key Agreements— Summary of the Concession Agreements.*" on page 208 of this Draft Placement Memorandum.

In the event that the early termination of the Concession Agreements is due to a breach by the concessioning authority, we are entitled to receive a contractually agreed termination amount, as set out in "*Summary of Key Agreements— Summary of the Concession Agreements.*" on page 208 of this Draft Placement Memorandum. The termination payment payable to us or in the event of a breach of the concessioning authority would generally be lower than what we would have otherwise been entitled to receive in the event that the Concession Agreement had not been terminated, we may not be adequately compensated for the actual costs and investments associated with the toll roads and, therefore, may adversely affect our ability to make distributions to the Unitholders.

16. Our revenue from HREL and TRDCL is dependent on receiving consistent annuity income from the respective concessioning authority.

HREL and TRDCL, are annuity assets, forming a part of the Project SPVs. Pursuant to the relevant concession agreements, a fixed amount is paid semi-annually as annuity by the NHAI or KRFB. The concession agreement provides that HREL and TRDCL can encash the letter of credit established by the concessioning authority for the security of the payment, subject to certain conditions. Any reduction or non-receipt of annuity income or delay in receipt of annuity income from the relevant concession authority may adversely affect our business, prospects, financial condition, cash flows and results of operations.

17. The Project SPVs have entered into concession agreements with government entities which contain certain onerous provisions and any failure to comply with such concession agreements could result in adverse consequences including penalties, deductions from annuities and substitution of the concessionaire.

The Project SPVs have entered into concession agreements with which the Project SPVs have a limited ability to negotiate the terms of the concession agreements. As a result, the concession agreements contain terms that may be onerous to the Project SPVs.

The concession agreements impose certain onerous obligations on the Project SPVs in relation to, among other things, compliance with operation and maintenance requirements. In the event of any default under the project agreements, which may limit the Project SPVs' flexibility in carrying out their businesses. Failure to comply with these requirements or to obtain a waiver thereto could result in adverse consequences, including the Project SPVs being liable for compensating the relevant concessioning authorities for such breach or termination, as may be specified in the concession agreements.

Further, the Projects should typically achieve the commercial operation stage no later than the commercial operation dates specified under the relevant concession agreements, or by the end of the extension period, if any, granted by the concessioning authorities. The failure to adhere to contractually agreed or extended timelines, for reasons other than *force majeure* events not within the control of the concessionaire, may require the Project SPVs to pay liquidated damages as stipulated in the concession agreements, among other things. The concessioning authority may also be entitled to terminate the concession agreement if a delay in the completion of a relevant Project is not as a result of any of the agreed exceptions. In such cases, a Project SPV may receive partial payments under its concession agreement and the payments received by it may be less than the estimated cash flows expected from such Projects.

18. There can be no assurance that we will be able to successfully undertake future acquisitions of road assets or efficiently manage the infrastructure road assets we have acquired or may acquire in the future.

Our growth strategy in the future may involve strategic acquisitions of roads and other road assets. We may not be able to identify or conclude appropriate or viable acquisitions in a timely manner. The success of our past acquisitions and any future acquisitions will depend upon several factors, including:

- our ability to identify, finance and acquire operational toll roads and other road assets on a cost-effective basis;
- our ability to integrate acquired personnel, operations, products and technologies into our organisation effectively;
- unanticipated problems or legal liabilities of the acquired businesses; and
- tax or accounting issues relating to the acquired businesses.

There can be no assurance that we will be able to achieve the strategic purpose of such acquisitions or operational integration or an acceptable return on such investments, which may materially and adversely affect our profits, financial condition and distributions.

Furthermore, concession agreements for future road projects may also contain terms and conditions that are more restrictive than those under the current Project SPV's Concession Agreements for the roads. These restrictions may restrict our flexibility in managing our business or projects.

Any future acquisitions or investments may require significant capital and may expose us to potential risks, including risks associated with failure to identify material problems during due diligence, undisclosed disputes, non-compliance with applicable laws, incurring additional debt, risks that acquired properties will not achieve anticipated profitability and an inability of the project to generate sufficient potential revenue in the future to offset the costs and expenses of the acquisition. These restrictions may restrict our flexibility in managing our business or projects and could in turn adversely affect our business prospects, financial condition and results of operations. Further, we are required to maintain certain investment ratios in accordance with the InvIT Regulations, including, requirement under Regulation 18(4) of the InvIT Regulations under which, not less than 80% of the value of our assets should be invested in eligible infrastructure projects. Compliance with these requirements may restrict us from acquiring additional assets in the future. There can be no assurance that any future acquisitions will perform as expected or that the returns from such acquisitions will support the financing utilised to acquire them or maintain them. As a result, the consummation of acquisitions may have an adverse effect on our ability to execute our growth strategy, business, financial condition, results of operations and cash flows and ability to make distributions to our Eligible Creditors.

19. Disruptions to traffic flows on the long network corridors connecting to the toll roads or a failure by local or state agencies to maintain such long network corridors may have an adverse effect on traffic volumes and revenues.

Disruptions to the roadways connecting to the toll roads, including as a result of construction or maintenance activities, is and will continue to be outside of our control. Any such construction or maintenance activities along the long network corridors of the toll roads may have a significant impact on the level of service offered to the users of such routes, particularly if there is a disruption to the flow of traffic, which may cause road users to take alternative routes to avoid such disruptions. Further, if the local or state agencies responsible for the maintenance of the long network corridors do not properly maintain the connecting roadways, or if such maintenance requires any material closure of such roadways, the toll roads may experience a decrease in traffic volume on the toll roads, which could adversely affect our toll collections and our ability to make distributions to the Unitholders.

20. Decreases in demand for, or the production of, certain commodities and regulatory changes relating to certain commodities or the transportation thereof may adversely affect traffic volumes and our toll collections.

Traffic volume on our toll roads may be affected by the demand for certain commodities, including food grains and vegetables, which are produced in local regions and transported to other states within India via national and state highway connections, including the toll roads. As a result, traffic volumes and our toll collections are susceptible to fluctuations in the demand for, or production of, such commodities. Any decrease in the demand for, or production of, such commodities in the future may result in a reduction in traffic volumes on the toll roads and a corresponding decrease in our toll collections. Further, any potential bans on sand, stone or iron ore mining in the future or other regulatory restrictions on the production or manufacturing of certain commodities, such as the restrictions on sand-mining in Rajasthan and Uttar Pradesh or other concerns may cause a reduction in traffic volumes on the roads and a consequential decrease in toll collections.

Any future change in the regulations regarding the dynamics of interstate transit or transportation of commodities may cause a reduction in the flow of traffic by discouraging the transportation of commodities across state borders and prompting industries to source commodities from their home state. Any such reduction in the demand for, or production of, certain commodities or any increase in the interstate transportation costs of such commodities may have a material adverse effect on our toll collections and our ability to make distributions to the Unitholders.

21. Our operations could be adversely affected by strikes, work stoppages or wage increase demands by, or any other kind of disputes involving, our workforce or our contractors' work force or any labour unions.

Certain day-to-day operations of the toll roads are expected to be outsourced to external contractors. There can be no assurance that we will not experience business disruptions in the form of local or nationwide strikes or work stoppages due to disputes relating to wage increases or other problems with our workforce or our contractors' work force or any labour unions. Such labour disruptions may interfere with, or lead to the complete or partial shutdown of the operation of, the toll roads resulting in a loss of toll collections which may, as a result, adversely affect our business and results of operations.

22. There may be interruptions in our information technology systems, including the operation of the automated toll accounting and administrative systems at the toll roads.

We have and will continue to rely on information technology systems and infrastructure to support our businesses. For instance, the Trust has subscribed to SAP for implementing cloud storage services. Further, as the Project SPVs are reliant on an electronic toll collection system, our transaction-processing systems and reliable network infrastructure are critical for successful toll collections. In particular, the toll roads are managed, in part, by third-party hardware and software which account for and administer the collection of tolls. For instance, Vaaan Infra Private Limited and Arya Omnitalk Wireless Solutions Private Limited have been engaged for the implementation of hybrid electronic toll system at the SBHL Project and PSRDCL Project, respectively. These information technology systems may be susceptible to outages due to fire, explosions, floods, power loss, telecommunications failures, cyberattacks, security breaches, and similar events. Such instances of server failures and short circuit in electrical wiring have happened at the BAEL Project and MBEL Project.

Information technology system failures, network disruptions, software errors, duplicate readings and breaches of data security could disrupt our operations. Although we expect to take steps to protect our systems from security breaches and unauthorized access by third parties, such efforts may be unsuccessful due to software glitches, employee error or malfeasance, government surveillance, or other factors. Further, if our systems or software were to malfunction, the accuracy of our traffic data and our ability to correctly identify and classify vehicles would be adversely affected, which may lead to loss of toll revenue, among other things.

If any unforeseen event were to render all or part of our information technology systems or toll collection computer systems non-operational, or in the event that these systems malfunction and are not able to be restored quickly, our business may be harmed and our ability to make distributions to the Unitholders may be impaired. There can be no assurance that our business continuity plans will be completely effective during an information technology failure or interruption. Such failures could have an adverse effect on our business, financial condition and results of operations.

23. The business and financial performance of the Trust, the operations of the Project SPVs and any future assets that we may acquire, are significantly dependent on the policies of, and relationships with, various government entities in India and could be affected if there are adverse changes in such policies or relationships.

The operations of the Project SPVs and any future assets that we may acquire, are and will be significantly dependent on various central and state government entities, in terms of policies, incentives, budgetary allocations and other resources provided by these entities for the surface transportation industry, as well as the terms of the contractual arrangements, concessions and other incentives available from these government entities for the projects. Sustained increases in budgetary allocations by the GoI and various state governments for investments in the infrastructure sector, the development of structured and comprehensive infrastructure policies that encourage greater private sector participation and increased funding by international and multilateral development financial institutions in infrastructure projects in India have resulted in, and are expected to continue to result in, an increase in the amount of transportation infrastructure projects undertaken in India. Any adverse change in the focus or policy framework regarding infrastructure development or the surface transportation industry, or change in the Trust's relationships with the GoI or various government entities in India, could adversely affect the Project SPVs, the opportunities for the Trust to secure new assets and our business, results of operations and financial condition.

In addition, the projects in which government entities participate may be subject to delays, extensive internal processes, policy changes, changes due to local, national and internal political pressures and changes in governmental or external budgetary allocation and insufficiency of funds. Since government entities are responsible for awarding concessions and are parties to the development and operations of projects, projects are directly and significantly dependent on their support. Any withdrawal of support or adverse changes in their policies may lead to the agreements being renegotiated and could also adversely affect the financing, capital expenditure, revenues, development or operations relating to the current and future assets of the Project SPVs.

24. The Trust may be dissolved, and the proceeds from the dissolution thereof may be less than the value of the Units held by the Unitholders.

The Trust is a contributory irrevocable trust registered under the Registration Act, 1908 and it may only be extinguished (i) if it is impossible to continue with the Trust or if the Trustee, on the advice of the Investment Manager, deems it impracticable to continue with the Trust; (ii) on the written recommendation of the Investment Manager and upon obtaining the prior written consent of such number of the unitholders as is required under the InvIT Regulations; (iii) if the Units of the Trust are delisted from the Stock Exchange; (iv) if the SEBI passes a direction for the winding up of the Trust or the delisting of the Units; or (v) in the event the Trust becomes illegal. Should the Trust be dissolved, depending on the circumstances and the terms upon which assets of the Trust are disposed of, there is no assurance that Eligible Creditors will recover all or any amount as part of its unitholding.

If a default is triggered under the financing documents that the Trust is a party to, the Trustee/ Investment Manager will take steps to cure such default and/or to repay the affected lender by appropriate means, including divesting or liquidating the assets of the Trust or raising additional financing, in accordance with such financing documents and applicable laws. If such default is not cured, and the affected lender initiates proceedings against the Trust, the Trust may be terminated subject to applicable laws. In the event of a termination of the Trust, the net assets which will be paid to the Eligible Creditors will take into account the debt, liabilities and obligations of the Trust. There is no assurance that Eligible Creditors will recover all or any amount as part of its unitholding.

25. The insurance coverage for the roads may not protect the Project SPVs from all forms of losses and liabilities associated with their businesses.

Our operations are subject to a number of risks associated with the maintenance and operations of the Project SPVs. Our Project SPVs are associated with various risks and are accordingly covered under various insurance policies covering risks including, risks in relation to fire and special perils, terrorism, burglary, various business guard commercial policies for projects, machinery breakdown and any accidental physical loss and destruction or damage to the insured property due to a cause, other than as excluded in the insurance policies. These risks can cause personal injury and loss of life and damage to, or the destruction of, property and equipment

(including infrastructure developed by us) and may result in the limitation or interruption of our business operations and the imposition of civil or criminal liabilities.

For instance, BAEL has filed for an insurance claim for loss of various electronic and electrical assets caused due to thunderstorm and lightening on August 22, 2023 at the BAEL Project.

While our insurance policies cover such risks, they are subject to exclusions based on certain circumstances including, among others, war, invasion, damage caused by nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, loss or damage caused directly or indirectly from discharge of pollutants or contaminants, loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind arising from any functioning or malfunctioning of the internet, intranet, private network or any other similar facility. For further details, please see the section "*Our Business*" on page 189.

However, there can be no assurance that all risks are adequately insured against or that the Project SPVs will be able to procure adequate insurance coverage at commercially reasonable rates in the future. In addition, not all of the above risks may be insurable on commercially reasonable terms, or at all. In addition, these insurance policies are subject to annual review by insurers, and there can be no assurance that they will be renewed on similar or otherwise acceptable terms, if at all. To the extent that the Project SPVs suffer any damage or loss which is not covered by insurance, or exceeds the insurance coverage, the loss would have to be borne by the Project SPVs. Further, the Project SPVs have, from time to time, insurance claims pending, with respect to its insurance policies. The proceeds of any insurance claim may also be insufficient to cover rebuilding costs as a result of inflation, changes in regulations regarding infrastructure projects, environmental and other factors. There is no assurance that the insurance claims raised by the Project SPVs will be appropriately honoured by the relevant insurers. The resulting costs could have an adverse effect on the Trust's business, prospects, financial condition or results of operations and no assurance can be given that losses in excess of insurance proceeds will not occur in the future.

26. We are subject to risks associated with outbreaks of diseases or similar pandemics or public health threats, such as the novel coronavirus ("COVID-19"), which could have a material adverse impact on our business and our results of operations and financial condition.

In the past, various contagious diseases have spread throughout the world, including India, where the entire operations of the toll roads are located. Most recently, beginning in late 2019 and continuing in 2020, 2021 and 2022, the global spread of COVID-19 has created significant economic and political volatility and uncertainty and business disruption. The spread of COVID-19 has led to governments around the world taking various restrictive measures designed to limit the spread of the virus, such as the implementation of travel restrictions, mandatory cessations of business operations, mandatory quarantines and work-from-home and other alternative working arrangements, curfews, limitations on social and public gatherings and partial lockdowns of cities or regions.

The spread of COVID-19 and governmental responses have resulted in workforce absence, reduced business productivity, other business disruptions, reduced demand and stagnated economic activity in India and around the world. This has resulted in significantly fewer customers using our toll roads and therefore has had a material adverse impact on the revenues of the toll roads, as well as other aspects of our operations. The long term effects of COVID-19, including the mutation of more transmittable strains is highly uncertain and cannot be predicted. More generally, any epidemic, pandemic or other health crisis, whether similar to COVID-19, SARS, MERS or other similar global diseases or pandemics, could materially and adversely affect our business, financial condition and results of our operations.

27. We may be adversely affected by presently unidentified environmental matters or changes in environmental regulation that could give rise to potential liability in the future.

The operation of the toll roads is subject to various environmental laws and regulations, including those relating to the discharge of pollutants, the treatment, transport, storage and disposal of solid and hazardous wastes, and the remediation of soil and groundwater contamination. While we believe the toll roads are in material compliance with applicable environmental requirements, we cannot be certain that we have identified all environmental matters giving rise to potential liability, or that current environmental regulations will not materially change. Environmental approvals are typically subject to ongoing compliance in the form of

monitoring, audit and reporting norms, under, *inter alia*, central and state-specific environmental regulations. Also, please see the section "*Regulatory Approvals*" on page 317. We cannot assure you that such action may not be taken by the concerned authorities, which may adversely impact our ability to continue operating the relevant project in a profitable manner, or at all.

28. An inability to obtain, renew or maintain the required statutory and regulatory permits and approvals or to comply with the applicable laws may have an adverse effect on the business of the Project SPVs.

The Project SPVs require certain approvals, licenses, registrations and permissions under regulations, guidelines, circulars and statutes regulated by the Indian regulatory and government authorities to be obtained at various stages and by a number of parties. Further, as per the IL&FS Group Resolution Framework as approved by the NCLAT *vide* its order dated March 12, 2020 for distribution of units as part of the final resolution of an entity, approval of Hon'ble Justice DK Jain and the NCLT will be required for the final resolution of such entity and related unit distribution. We have applied but not yet received NCLT approval for transfer of remaining shareholding of MBEL to the Trust. Additionally, we are also required to obtain the approvals of the relevant concessioning authorities for the transfer of certain Project SPVs and related matters. We have applied for but not yet received NHAI approval for the harmonious substitution of BAEL. For further details, please see the section "*Regulatory Approvals*" on page 317. If we are unable to obtain final approvals or the approvals are subject to onerous conditions, we may not be able to complete the Unit Distribution and the acquisition of the equity shareholding of certain Project SPVs in the manner described in this Draft Placement Memorandum.

There can be no assurance that the relevant authorities will issue these approvals or licenses, or renewals thereof, in a timely matter, or at all. In addition, the Project SPVs are required to comply with a wide variety of Indian laws and regulations. There can be no assurance that the Project SPVs are in compliance with such laws and regulations or as requested by the regulatory authorities, have obtained all necessary approvals or that they will continue to obtain the necessary approvals or have been and will continue to be in compliance with all applicable laws and regulations. For further details, please see the section "*Regulatory Approvals*" on page 317.

In the event of any failure to obtain or renew the approvals or if there is a delay in the obtaining of such approvals, the business and financial condition of the Project SPVs could be adversely affected. Permits, licenses and approvals could be subject to several conditions, and we cannot assure that the Project SPVs have complied with all such conditions and will be able to continuously meet such conditions or be able to prove compliance with such conditions to the authorities. Any non-compliance may lead to cancellation, revocation or suspension of relevant permits, licenses or approvals, which may result in the interruption of the operations of the Project SPVs and may adversely affect the business, financial condition, cash flows, and results of operations of the Project SPVs.

29. Our Project SPVs are subject to ongoing compliance requirements under various laws, and there have been certain past instances of non-compliance.

There have been instances in the past where the Project SPVs may not have been in compliance with a particular compliance or filing requirement under applicable regulatory requirements, or there may have been a delay in such compliance or filing requirement. For instance, PSRDCL has paid certain late submission fees to the MCA for delayed form filings of DIR-12 and MGT-14 with the MCA. Any such non-compliance or delay in filing under applicable laws in the future will subject the relevant Project SPV to a penalty, which may have an impact on the results of operations of such Project SPV.

30. The outcome of any future actual or threatened legal, regulatory or other proceedings arising from our business operations could adversely affect our business, financial condition, result of operations and prospects.

From time to time, we or our directors, officers or employees or the Parties to the Trust may be involved in legal, regulatory and other proceedings concerning matters that arise in the ordinary course of our business operations, including as a result of disputes with the concessioning authority in relation to the provisions of the Concession Agreements, labour disputes with our employees or contract workers, and disputes with our contractual counterparties, local unions, or users of the toll roads. These disputes may lead to legal, criminal, civil, regulatory and other proceedings, and may cause us to incur significant costs, delays and other disruptions to our business and operations. In addition, regulatory actions and disputes with governmental

authorities may result in fines, penalties and other administrative sanctions. There can be no assurance that the outcome of any future legal, regulatory or other proceedings that may be brought against us in the future will not adversely affect our reputation, business, financial condition, results of operations and prospects. For further details, please see the section "*Legal and Other Information*" on page 321.

31. The Project SPVs are subject to force majeure risks, which may adversely affect our ability to make distributions to the Unitholders.

If any Project SPV is unable to perform its obligations under the Concession Agreements as a result of a *force majeure* event, such as a war, strike, riot, act of terrorism, natural catastrophe or epidemic, although it would not be in breach of the Concession Agreements, its toll collections may be adversely affected. Upon the occurrence of any *force majeure* event prior to the commencement of the concession period, and subject to the concessioning authority's approval, the concession period commencement date may be extended by a period equal to the *force majeure* event, provided that the concerned Project SPV notifies the concessioning authority of such *force majeure* event. Any delay in the commencement of the concession period would cause a delay in our toll collections, which would have an adverse impact on our business and results of operations and, therefore our ability to make distributions to the Unitholders. In the event that any *force majeure* event, such as flooding, damage to the toll roads or the destruction of our toll-collection computer system, interrupts our ability to operate the toll roads, there may be a significant reduction in toll collections, which may adversely affect our ability to make distributions to the Unitholders.

Upon the occurrence of certain indirect political events, such as war, strikes or industrial action and public agitation, we will be liable for the costs attributable to such events. If the costs exceed our insurance for such events, the concessioning authority will typically be obligated to reimburse us for one half of the excess amount of the costs over and above the insurance limit. Upon the occurrence of certain other political events, such as a change in law or compulsory acquisition or expropriation of any toll road, the concessioning authority will be obligated to reimburse us for all costs attributable to such events subject to the terms of the concession agreements. In certain circumstances, the term of the Concession Agreement may be extended by the length of the duration of the *force majeure* event or the length of the duration of the period during which we were prevented from collecting toll fees. For instance, during the COVID-19 pandemic, as per NHAI policy guidelines dated May 26, 2020 provided minimum extension of three months to all the developers whose contracts had ended on or after February 20, 2020.

Notwithstanding the terms of the Concession Agreements, there can be no assurance that, if certain political events occur causing damage or other loss to us, the concessioning authority will reimburse us in a timely manner or at all. In the event the concessioning authority fails to meet its reimbursement obligations under the terms of the Concession Agreements, our business, financial position and results of operations may be significantly adversely affected and we may be unable to make distributions to the Unitholders.

32. The Trust does not own the trademark "Roadstar Infra Investment Trust" and the associated logo to be used by it for its business and its ability to use the trademark may be impaired.

The Trust has not made an application for the use of the trademark "Roadstar Infra Investment Trust" and the associated logo. The Trust's ability to use the trademark and the associated logo may be impaired if it does not make a trademark application, or if such an application is made and the application is rejected. Consequently, the Trust could be required to cease using "Roadstar Infra Investment Trust" and the associated logo, which may have an adverse effect on its operations.

Although we believe that our intellectual property rights do not infringe the intellectual property rights of any other party, we cannot assure you that infringement claims will not be asserted against us in the future. If we become liable to third parties for infringing their intellectual property rights, we could be required to pay a substantial damage award and be forced to immediately restrict our usage of such intellectual property.

33. We may be subject to penalties and claims from the concessioning authorities and third parties during the course of operations of the Project SPVs and may not be able to recover all operational losses from the Project Manager and/ or other contractors providing operations and maintenance services to the Projects.

The Project SPVs may, from time to time, receive letters and notices from the concessioning authorities or other third parties imposing penalties and seeking claims for any deficiencies or non-compliance with the terms of the concession agreement or other project agreements or a claim or compensation under the terms of the

concession agreements. For instance, (i) MBEL has received notices from NHAI in relation to recovery of damages for default in operating and maintaining the MBEL Project; and (ii) PSRDCL has received notices from NHAI in relation to recovery of damages due to failure in rectifying deficiencies. The Project SPVs may contest such claims or invoke any indemnification provided by the O&M contractors it has appointed. However, there may be limitations on the ability to claim such amounts from the O&M contractor in terms of the agreements entered into with them. There would be an adverse effect on the Project SPV's operations and financial condition if a claim is decided against such Project SPV. Ongoing claims by the Project SPVs against the concessioning authorities, if any, have been disclosed in the section "*Legal and Other Information*" on page 321.

Risks Related to the Structure of the Trust

34. We must maintain certain investment ratios, which may present additional risks to us.

Pursuant to the InvIT Regulations, we are required to invest not less than 80% of the value of our assets in eligible infrastructure projects as defined under the InvIT Regulations, such as the Project SPVs. In addition, we must not invest more than 20% of the value of our assets in certain financial instruments prescribed under the InvIT Regulations. If these conditions are not fulfilled or breached on account of market movements of the price of the underlying assets or securities, the Investment Manager must inform the Trustee and ensure that these conditions are satisfied within six months of such breach (or within one year with the Unitholder approval). Failure to comply with these conditions may present additional risks to us, including divestment of some or all of our assets, delisting of our Units from the stock exchanges and other penalties, which could have a material adverse effect on our business, financial condition and results of operations.

35. We do not provide any assurance or guarantee of any distributions to the Unitholders. Further, the level of distributions may fall.

The Trust's distributions will be based on the cash flows generated from the operations to be undertaken by the underlying Project SPVs held by the Trust and not on whether the Trust makes an accounting profit or loss. The InvIT Regulations provide that not less than 90% of net distributable cash flows of each Project SPV are required to be distributed to the Trust in proportion of the Trust's holding in the Project SPVs subject to applicable provisions of the Companies Act. Not less than 90% of distributable cash flows of the Trust shall be distributed to the Unitholders. Under the InvIT Regulations, such distributions are required to be declared and made not less than once in every year and shall be made not later than fifteen days from the date of such declaration. For more details, see the section "*Distribution*" on page 265 of this Draft Placement Memorandum.

The Trust will also rely on the receipt of interest, dividends, and principal repayments (net of applicable taxes and expenses) from each Project SPV in order to make distributions to the Unitholders. There is no assurance that the Trust will be able to make distributions to the Unitholders or that distributions will be consistent across various periods. Further, the income earned by each of the Project SPVs may be affected by a number of factors including, among other things:

- the business and financial position of the Project SPVs;
- amount of income generated from toll receipts, default or delay in payment of annuity income to the Project SPVs, and the level of operating and other expenses incurred as a result of escalation in commodity prices and labour costs;
- ability of the Trust and Project SPVs to borrow funds and access debt capital markets and terms of such borrowings including cost of borrowings and requirements of maintaining cash reserves;
- applicable laws and regulations, which may restrict the payment of distributions by the Project SPVs;
- fluctuations in the working capital needs of the Project SPVs;
- changes in accounting standards, taxation laws and regulations, laws and regulations in respect of foreign exchange repatriation of funds, corporation laws and regulations relating thereto; and
- the terms of agreements, including the Concession Agreements, project agreements or financing agreements, to which the Project SPVs are, or may become, a party.

The distributions from the SPVs to the Trust may also be subject to the requirement of creation of certain necessary reserves, such as a major maintenance reserve or a debt service reserve, as set out in the distribution policy of the Trust. For more details, see the section "*Distribution*" on page 265 of this Draft Placement Memorandum.

Further, the methodology of computation of the net distributable cash flows may change subsequently due to regulatory changes which can impact the amount of cash flows available for distribution. Any change in applicable laws in India or elsewhere (including, for example, tax laws and foreign exchange controls) may limit our ability to pay or maintain distributions to our Unitholders. Furthermore, no assurance can be given that we will be able to pay or maintain the levels of distributions at all, or that the level of distributions will increase over time, or that future acquisitions or rights in new assets will increase our distributable cash flow to our Unitholders. Any reduction in, or delay/default in payments of distributions could materially and adversely affect the market price of our Units.

In addition, the financing agreements entered into by any of the Project SPVs with banks, financial institutions or accessed through the debt capital markets may typically contain certain restrictive covenants, including, but not limited to, requirements that they obtain consent from the lenders prior to making any payments to the Trust. Any failure to obtain such consents in a timely manner or at all would impede our ability to make distributions to the Unitholders on a regular basis or at all, which could materially and adversely affect the market price of the Units. Additionally, following a default under our financing agreements if and when entered into, lenders may take coercive actions as per the rights available to them under applicable law, which may restrict our ability to conduct business and operations.

36. Distributions may be adversely impacted due to cash trapped in the Project SPVs.

Under the Companies Act, 2013, a company can declare dividends only after the mandatory transfer of profits to reserves. Further, amortisation and depreciation are non-cash expenditures and are charged to the profit and loss account. Consequently, a company may have surplus cash but no profit in the profit and loss account and thus will not be able to declare dividends, resulting in cash trapped in the company. Further, cash may be trapped in a particular Project SPV due to debt service account provisions of an applicable financing agreement. For example, in case of SBHL, it is required to maintain a DSRA equivalent to interest and principal payable to its lenders for the next six months. In case of PSRDCL it is required to maintain a DSRA equivalent to interest and principal payable to its lenders for the next three months. In case of MBEL, it is required to maintain the DSRA equivalent to interest and principal payable to its lenders for the next three months. In addition, applicable financing agreements may also specify provisions for maintaining major maintenance reserves, which will also result in trapping of cash. In the event that cash is trapped in the Project SPVs, the Investment Manager and the Trustee may evaluate various options to extract the cash and make distributions to the Unitholders. There is no assurance that any such options to extract the cash trapped in the Project SPVs would not have adverse tax implications or impact our distributions, business and results of operation adversely.

37. Parties to the Trust are required to maintain the eligibility conditions specified under Regulation 4 of the InvIT Regulations on an ongoing basis. Non-compliance by the Sponsor Group, the Investment Manager, the Project Manager and the Trustee, could result in the cancellation of the registration of the Trust.

Each of the Parties to the Trust are required to maintain the eligibility conditions specified under Regulation 4 of the InvIT Regulations on an ongoing basis. These eligibility conditions include, among other things, that (a) the Sponsor, Investment Manager and Trustee are separate entities, (b) each Sponsor has a net worth of not less than ₹ 1,000 million and the Sponsor or its associate has a sound track record in the development of infrastructure or fund management in the infrastructure sector, (c) the Investment Manager has a net worth of not less than ₹ 100 million and has not less than five years' of experience in fund management or advisory services or development in the infrastructure sector or the combined experience of the directors, partners and employees of the Investment Manager, each with at least five years of experience, in fund management or advisory services or development in the infrastructure sector is not less than 30 years, (d) the Investment Manager has not less than two employees who have atleast five years of experience each, in fund management or advisory service or development in infrastructure sector; (e) the Trustee is registered with the SEBI under Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and is not an associate of the Sponsor or Investment Manager, and (f) each of the Trust, the Sponsor, the Sponsor Group, Investment Manager, Project Manager and Trustee are "fit and proper persons" as defined under Schedule II of the Intermediaries Regulations on an ongoing basis. Any non-compliance by the Sponsor, Sponsor Group, the Investment Manager, the Project Manager and the Trustee, may result in the cancellation of the registration of the Trust.

Risks Related to the Trust's Relationships with the Sponsor and the Investment Manager

38. We will depend on certain directors, executive officers and key employees of the Investment Manager, the Project Manager, and such entities may be unable to appoint, retain such personnel or to replace them with similarly qualified personnel, which could have a material adverse effect on the business, financial condition, results of operations and prospects of the Trust.

Our performance will depend, in part, upon the continued service and performance of certain directors, executive officers and key personnel of the Investment Manager and Project Manager. The continued operations and growth of our business will be dependent upon the Investment Manager and the Project Manager being able to attract and retain personnel who have the necessary and required experience and expertise. Competition for qualified and experienced personnel with relevant industry expertise in India is intense due to the scarcity of qualified individuals in the toll-road business, and the aforesaid entities may not be able to retain their executive officers and key employees or attract and retain fresh talent in the future. Furthermore, the Investment Manager and the Project Manager may not be able to adequately re-deploy and re-train their employees to keep pace with evolving industry standards and changing customer preferences. Any inability by the Investment Manager and/or the Project Manager to retain their directors, executive officers and key employees, or the inability to replace such individuals with similarly qualified personnel, could have a material, adverse effect on the business, financial condition, results of operations and prospects of the Trust.

39. The Trust and the Project SPVs have entered into certain related party transactions and expect to continue to enter into related party transactions and there can be no assurance that such transactions will not have an adverse effect on our results of operations and financial condition.

The Trust has entered and will in the future enter into certain transactions with related parties, including the Sponsor, the Project Manager and the Investment Manager. The Project SPVs have also entered into transactions with related parties. Such transactions or any future transactions with related parties may potentially involve conflicts of interest and impose certain liabilities on the Trust or the Project SPVs. There can be no assurance that previous related party transactions could not have been made on more favourable terms with unrelated parties, and there can be no assurance that such transactions or future transactions, individually or in the aggregate, will not have an adverse effect on our results of operations and financial condition. For detailed information on related party transactions, please see the section "*Related Party Transactions*" on page 300.

40. The Investment Manager is required to comply with certain ongoing reporting and management obligations in relation to the Trust.

The Investment Manager is required to comply with certain ongoing reporting and management obligations in relation to the Trust in accordance with the InvIT Regulations. These requirements include, among other things, (a) making investment decisions with respect to the underlying assets or projects of the Trust, (b) overseeing the activities of the Project Manager, (c) investing and declaring distributions in accordance with the InvIT Regulations, (d) submitting reports to the Trustee, and (e) ensuring the audit of the Trust's accounts. Non-compliance with such requirements in a timely manner or at all, could subject the Investment Manager, the other Parties to the Trust, the Trust or any person involved in the activity of the Trust to applicable penalties under the InvIT Regulations, and/or the SEBI Act or other applicable law. Under the InvIT Regulations, the SEBI also has the right to inspect documents, accounts and records relating to the activity of the Trust, Project SPVs or parties to the InvIT and may issue directions in the nature of, *inter alia*, (i) requiring the Trust to delist its Units and surrender its certificate of registration; (ii) requiring the Trust to wind-up; (iii) requiring the Trust to sell its assets; (iv) requiring the Trust or Parties to the Trust to take such action as may be in the interest of unitholders; or (v) prohibiting the Trust or Parties to the Trust from operating in the capital market or from accessing the capital market for a specified period. Any such failure to comply or the imposition of any penalty could have a material adverse effect on our business, financial condition and results of operations.

41. The Trust may be unable to dispose off its non-performing assets in a timely manner.

Due to the nature of its structure, the Trust may be unable to dispose off its non-performing or under-performing assets in a timely manner, or at all. For example, under the InvIT Regulations, any asset acquired by the Trust is required to be held for a period of at least three years from the date of acquisition. As a result, no assurance can be given that the Trust may be able to adapt to market developments, changes in asset quality, or adverse macroeconomic factors in a way comparable to, or competitive with, its competitors (whether InvITs or public/ private companies). Any inability to dispose off non-performing assets may in turn adversely affect the financial condition, business and prospects of the Trust, as well as distributions to the Unitholders.

42. Unitholders would not be able to participate in the election or removal of directors in the Investment Manager and will be able to remove the Investment Manager and Trustee only pursuant to a majority resolution.

Under the InvIT Regulations, the Trustee or the Investment Manager cannot be removed without the prior approval of Unitholders where the votes cast in favour of the resolution shall not be less than one and a half times the votes cast against such resolution. Accordingly, the Unitholders may face difficulties in removing and replacing the Trustee or the Investment Manager. Further, under the InvIT Regulations, in case of change in control of the Investment Manager of the Trust, prior approval of SEBI is also required.

Further, Unitholders would not be able to participate in the nomination, election or removal of directors in the Investment Manager. The recourse available to the Unitholders' is the removal of the Investment Manager by way of a resolution where Unitholders holding at least 60% of the Units must vote in favour of the resolution. In comparison, the Companies Act, 2013 allows the removal of a director of a private limited company by way of an ordinary resolution.

Similarly, Unitholders may remove the Trustee only if they believe that the acts of the Trustee are detrimental to the interests of the Unitholders and by way of a resolution where the votes cast in favour of the resolution must meet the required percentage as set out in the InvIT Regulations. Further, the Investment Manager and the Trustee cannot be discharged until a suitable replacement is appointed in their place, and there can be no guarantees that a suitable replacement will be appointed, or that appointment will take place in a timely manner, or at all.

Accordingly, as opposed to shareholders removing a director of a private limited company, it may not be possible for Unitholders to remove directors of the Investment Manager or the Trustee.

43. We depend on the Investment Manager, the Project Manager and the Trustee to manage our business and assets, and our rights and the rights of the Unitholders to recover claims against them are limited.

The success of our business and growth strategy and the operational success of our assets will depend significantly upon the managers' satisfactory performance of these services. Our recourse against the Project Manager, the Trustee and Investment Manager is limited.

The aggregate maximum liability of the Project Manager under the Project Implementation Management Agreement in each financial year is limited to the aggregate fees paid to the Project Manager for the immediately preceding financial year, in accordance with the terms of the Project Implementation Management Agreement and such fees shall not include any fees paid to the Project Manager in any other capacity, except for losses arising of fraud, gross negligence or wilful misconduct. As the Project Manager is not a captive company of the Trust and is not bound by an exclusivity arrangement with the Trust, the Project Manager may fail to dedicate appropriate and adequate resources to us/ the Project SPVs at all times, which may affect their operations and performance.

Pursuant to the Trust Deed, the Trustee is not liable for anything done or omitted to be done or suffered by the Trustee in good faith and in accordance with, or in pursuance of any request or advice of the Investment Manager. Further, the Trustee and Investment Manager are not liable for any action or omission that results in any depletion in the value of the trust fund and consequent losses of the Unitholder, except in situations where such depletion is a result of the gross negligence or wilful default on the part of the Trustee and/ or Investment Manager, as applicable, or results from a breach by the Trustee of the Trust Deed, as determined by a court of competent jurisdiction. The liability of the Trustee shall be limited to the losses incurred by the Trustee, its directors and employees (the, "**Indemnified Parties**") on behalf of the Trust which have resulted from (i) fraud; gross negligence, willful misconduct of the Indemnified Parties; (ii) material breach of the provisions of the Investment Management Agreement; or (iii) breach of the provisions of the other trust documents of the Trust by the Trustee, as finally determined by a court of competent jurisdiction.

Under the Investment Management Agreement, the Investment Manager is not liable for, among other things, any action taken or damage suffered by it, provided that the Investment Manager shall not be so exculpated in the event of a breach of the obligations under any agreements entered into by the Investment Manager in relation to the Trust or a violation of the InvIT Regulations and/or applicable law on the part of the Investment Manager. Further, it shall not incur any liability for any act or omission which may result in a loss to a

Unitholder except in the event that such loss is a result of fraud or gross negligence or dishonest acts of commission or omission or wilful default on the part of the Investment Manager, or disregard of duty or breach of duties under the Investment Management Agreement or applicable law. The Investment Management Agreement and the Trust Deed further provide that the Investment Manager is entitled to be indemnified by the Trustee against any direct and actual claims, actions, losses, damages, liabilities, suits, proceedings and reasonable costs and expenses including legal fees ("**Losses**") incurred in connection with the Trust, unless arising out of fraud, gross negligence, dishonest acts of commissions or omissions or wilful default on the part of the Investment Manager or disregard of duty or breach of duties under the Investment Management Agreement or the applicable law. The Investment Manager's liability to Trustee, its directors, employees and officers for breach of its obligations under the Investment Management Agreement in each financial year is limited to the aggregate fees paid to the Investment Manager for the immediately preceding financial year under the agreement, except in the event that such liability arises out of any gross negligence, willful default or misconduct or fraud of the Investment Manager. As a result, the Trust's rights and the rights of the Unitholders to recover claims against the Investment Manager are limited. Furthermore, recourse to the Trustee may be limited under the Trust Deed.

Accordingly, the liability of the Investment Manager and the Trustee are limited under the terms of these agreements and the Unitholders may not be able to recover claims against the Trustee or the Investment Manager, including claims with respect to any offer documents relating to the Offer. If the management agreements were to be terminated or if their terms were to be altered, our business could be adversely affected, as the Trustee may not be able to immediately replace such services, and even if replacement services were immediately available, the terms offered or obtained with the new managers could be less favorable than the ones currently offered by the Investment Manager and the Project Manager.

Risk related to the Resolution Framework of the IL&FS Group

44. Appeals pending against the Resolution Framework approved by the NCLAT vide its order dated March 12, 2020.

The NCLAT has vide its order dated March 12, 2020 ("**March 12 Order**") in Company Appeal (AT) No. 346 of 2018 approved the Resolution Framework relating to the IL&FS Group and other procedures suggested by the Union of India for resolution of the IL&FS group. The InvIT proposal for the IL&FS group, was one such procedure/ resolution mode which was approved in the March 12 Order.

Various creditors have filed appeals against the March 12 Order before the Supreme Court of India. The aforesaid appeals are currently pending before the Supreme Court of India and as on date, no adverse orders have been passed in such appeals relating to the operation of the March 12 Order or the Resolution Framework relating to the IL&FS group. Any order of the Supreme Court of India which overrules the March 12 Order or stays or modifies the operation of the March 12 Order in any manner, may:

(a) have adverse consequences on the steps which may have been taken in the past with regard to the resolution of the IL&FS Group;

(b) impede the ongoing resolution process of the IL&FS Group, including any sale of any assets of the IL&FS group or discharge of debt owing to the creditors of the IL&FS group;

(c) result in vacation of the stay that has been granted by the NCLAT on, amongst others, institution or continuation of suits or other proceedings against IL&FS group entities, in the manner set out in the March 12 Order.

45. Some lenders have demanded 'right to recompense' which has been made as a condition subsequent in case of certain Project SPVs.

The transfer of certain entities like BAEL to InvIT has been inordinately delayed on account of certain lenders withholding their consent for the restructuring of debt and transfer to InvIT for certain reasons including *inter alia* Project SPV acceding to their request of providing the lenders a 'right to recompense' in relation to interest which has purportedly accrued from October 15, 2018 till the date of transfer of the relevant Project SPV to the InvIT.

In this regard, an application has been filed by IL&FS before the NCLAT (being I.A. No. 2650 of 2023 in Company Appeal (AT) No. 346 of 2018) *inter alia* seeking reliefs for the said lenders to grant their consent to the restructuring terms of the relevant Project SPV (being BAEL and PSRDCL in this case) without imposing any additional conditions, including inter alia the right to recompense for the interest forgone post October 15, 2018. The outcome of the said application may have an impact on the future distributions to the Trust.

46. Further, other creditors approaching the NCLAT seeking a similar 'right to recompense' (even in the cases of resolved entities) cannot be ruled out ***Claims of creditors (whether admitted or not, filed or not) have been cleared against consideration paid for CAT-II entities but there still is a risk that some creditor can demand old dues and file suit for the same.***

The NCLT has *vide* order dated September 15, 2021 (as modified by an order dated October 22, 2021) ("**InvIT Phase 1 Order**") allowed transfer of six entities to the InvIT ("**Phase 1 Entities**"). Out of the Phase 1 Entities, BAEL is a 'Category II' entity i.e. the 'SPV Enterprise Value' of BAEL as determined pursuant to a valuation exercise is not sufficient to cover all liabilities of BAEL and hence the creditors of BAEL have to forego certain outstanding amounts. *Vide* the InvIT Phase 1 Order, the NCLT has allowed for extinguishment of all claims and liabilities with respect to BAEL relating to a period prior to October 15, 2018 (except for debt that was restructured or acquired by the InvIT) upon payment to the (non-IL&FS group) operational creditors of BAEL.

Similarly, the NCLT *vide* order dated October 14, 2022 ("**InvIT Phase 2 Order**") approved transfer of four entities to the InvIT ("**Phase 2 Entities**"). Out of the Phase 2 Entities, HREL and TRDCL are 'Category II' entities and hence the creditors of HREL and TRDCL will have to forego certain outstanding amounts. Vide the InvIT Phase 2 Order, the NCLT has allowed for extinguishment of all claims and liabilities with respect to HREL and TRDCL relating to a period prior to October 15, 2018 (except for debt that was restructured or acquired by the InvIT) upon payment to the (non-IL&FS group) operational creditors of HREL and TRDCL.

Accordingly, the NCLT *vide* the InvIT Phase 1 Order and InvIT Phase 2 Order has allowed extinguishment of liabilities (for period prior to October 15, 2018) of all entities being transferred to the InvIT including BAEL, HREL and TRDCL. However, there is a possibility that creditors of the aforesaid entities or any other Phase 1 Entities or Phase 2 Entities may contest the admission/non-admission of their claims, seek condonation of delay in filing their claims or initiate any other proceedings in regard to the claims management process, distribution of amounts and recovery of their dues as per applicable law.

47. No indemnity from IL&FS group companies under the transaction documents

The new board of IL&FS was appointed on October 1, 2018 by the NCLT pursuant to the extraordinary circumstances and on the grounds of mismanagement of public funds by the erstwhile board of IL&FS and the affairs of IL&FS being conducted in a manner prejudicial to the public interest. The power under Sections 241 and 242 of the Companies Act, 2013 can be exercised where the circumstances would otherwise justify the making of a winding up order on just and equitable grounds. Further, it should be noted that in cases where a company is ordered to be wound up, the claims relating to that company to be considered are those which exist as at the date of commencement of the winding up.

Accordingly, and applying the same principle, all liabilities of the relevant IL&FS group entity, whether financial (including interest, default interest, indemnity claims and additional charges), operational debt (including interest, indemnity or other claims) as well as statutory claims (including tax, employment and labour related claims) whether existing at or relating to a period prior to October 1, 2018 should not continue accruing.

In light of the above, the IL&FS group has taken a group level decision to not undertake any indemnity obligations with respect to any sale company and accordingly the share purchase agreement or any other agreement entered into between *inter alia* the IL&FS group and the InvIT does not contain any provision whereby an indemnity has been granted by the IL&FS group with respect to any past or future obligations.

48. Distribution of units under the Interim Distribution Framework may not be in equal proportion to all creditors and accordingly, post listing of the Units, the market price is subject to fluctuation.

Pursuant to the interim distribution proposed to be undertaken by the IL&FS Transportation Networks Limited ("**ITNL**") / IL&FS Group, the Eligible Creditors would be allotted certain Units issued by the InvIT under the

Unit Distribution. The units are not proposed to be allotted to all creditors in equal proportion in accordance with the limitations under Regulation 14 of the InvIT Regulations with respect to minimum trading lot and maximum number of subscribers.

The market price of the Units is subject to markets risks and fluctuations due to which the market price of the Units volatile and could be subject to wide fluctuations. There can be no assurance that the market price of the Units will not fluctuate or decline significantly in the future. The market price of the Units will depend on many factors, including, among others:

- the perceived prospects of our business and investments and the market for toll roads and other infrastructure projects;
- differences between our actual financial and operating results and those expected by investors and analysts;
- the perceived prospects of future toll roads and other infrastructure projects that may be added to our portfolio in accordance with our investment mandate;
- changes in research analysts' recommendations or projections;
- changes in general economic or market conditions;
- the market value of our assets;
- the perceived attractiveness of the Units against those of other business trusts, equity or debt securities;
- the balance of buyers and sellers of the Units;
- the size and liquidity of the Indian business trusts market;
- any changes to the regulatory system, including the tax system, both generally and specifically in relation to India business trusts;
- the ability of the Investment Manager to implement successfully its investment and growth strategies;
- foreign exchange rates;
- broad market fluctuations, including increases in interest rates and weakness of the equity and debt markets;
- variations in our quarterly operating results;
- difficulty in assessing our performance against either domestic or international benchmarks, as there are few listed comparables;
- publication of research reports about us, our affiliates, other road businesses, the road industry in general or other relevant sectors, or the failure of securities analysts to cover the Units after the Offer;
- additions or departures of key management personnel of the Investment Manager and/or the Trust Group;
- changes in the amounts of our distributions, if any, and changes in the distribution payment policy or failure to execute the existing distribution policy;
- actions by Unitholders;
- changes in market valuations of similar business entities or companies;
- announcements by us or our competitors of significant contracts, acquisitions, disposals, strategic partnerships, joint ventures or capital commitments;
- speculation in the press or investment community; and
- changes or proposed changes in laws or regulations affecting the road industry and infrastructure development in India or enforcement of these laws and regulations, or announcements relating to these matters.

Accordingly, since the Units are not capital-safe products and there is no guarantee that the value of the Units shall remain stable and the creditors of ITNL may receive the value based on the market price of the Unit post listing. If the Trust is extinguished, it is possible that unitholders may lose a part or all of the value of the units it holds.

Risks related to India

49. We are exposed to risks associated with the roads sector in India.

We derive and expect to continue to derive in the foreseeable future, almost all of our revenues and operating profits from the roads sector in India. Changes in macroeconomic conditions generally impact the road industry and could negatively impact our business. Accordingly, our business is highly dependent on the state of development of the Indian economy and the macroeconomic environment prevailing in India. The use of our toll roads, our expansion plans and future projects depend or will depend on macroeconomic factors that may negatively impact demand the development of road infrastructure projects in India, or the timely

commencement of their operations which could in turn have a material adverse effect on our growth prospects, business and cash flows. In addition, access to financing may be more expensive or not available on commercially acceptable terms during economic downturns. We may also face risks in relation to the regulated environment we operate in (the road sector). For instance, we face risks in relation to non-collection of overload penalty under National Highway Fee (Determination of Rates and Collection) Rules, 2008. Any of these factors and other factors beyond our control could have a material adverse effect on our business, prospects, financial condition, results of operations and cash flows.

50. Changing laws, rules and regulations and legal uncertainties may materially and adversely affect our business, financial condition and results of operations.

Our business, financial condition and results of operations could be materially and adversely affected by any change in laws or interpretations of existing, or the promulgation of new, laws, rules and regulations applicable to us and our business. There can be no assurance that the Government or State Governments will not implement new regulations and policies which will require the Trust and Project SPVs to obtain additional approvals and licenses from governmental and other regulatory bodies or impose onerous requirements and conditions on our operations. The Investment Manager cannot predict the terms of any new policy, and there can be no assurance that such policy will not be onerous.

51. Significant increases in the price or shortages in the supply of crude oil and products derived therefrom, including petrol and diesel fuel, could materially and adversely affect the volume of traffic at the projects operated by the Project SPVs and the Indian economy in general, including the infrastructure sector.

India imports a significant majority of its crude oil requirements. Crude oil prices are volatile and are subject to a number of factors, including the level of global production and political factors, such as war and other conflicts, particularly in the Middle East with ongoing Israel-Gaza conflict, where a substantial proportion of the world's oil reserves are located. The ongoing Russia-Ukraine conflict has caused a significant increase and volatility in the price of crude oil and impacted fuel prices in India. Further increases in the price of or shortages in the supply of crude oil could materially and adversely affect the volume of traffic at the projects operated by the Project SPVs and materially and adversely affect the Indian economy in general, including the infrastructure sector, which could have a material, adverse effect on our business, financial condition and results of operations.

52. We may be affected by competition law in India and any adverse application or interpretation of the Competition Act could materially and adversely affect our business.

The Competition Act, 2002, as amended (the "**Competition Act**"), regulates practices having an appreciable adverse effect on competition in the relevant market in India. Under the Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an appreciable adverse effect on competition is considered void and results in the imposition of substantial monetary penalties. Further, any agreement among competitors which directly or indirectly involves the determination of purchase or sale prices, limits or controls production, supply, markets, technical development, investment or provision of services, shares the market or source of production or provision of services by way of allocation of geographical area, type of goods or services or number of customers in the relevant market or directly or indirectly results in bid-rigging or collusive bidding is presumed to have an appreciable adverse effect on competition. The Competition Act also prohibits abuse of a dominant position by any enterprise in a relevant market.

The Competition Act aims to, among other things, prohibit all agreements and transactions which may have an appreciable adverse effect on competition in India. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination has an appreciable adverse effect on competition in India.

In the event, the Project SPVs or the Trust enters into any agreements or transactions that have an appreciable adverse effect on competition in the relevant market in India, the provisions of the Competition Act will be applicable. Consents may also be required from the CCI in relation to the Offer and failure to obtain such consents may adversely affect the Offer. Any prohibition or substantial penalties levied under the Competition Act could materially and adversely affect our financial condition and results of operations. Any adverse impact on our financial condition or operations due to the Competition Act may have a material adverse impact on

our business, financial condition, results of operations and prospects and our ability to make distributions to the Unitholders.

53. Our business is dependent on economic growth in India and financial stability in Indian markets, and any slowdown in the Indian economy or in Indian financial markets could have an adverse effect on our business, results of operations, financial condition and the price of our Units.

Our Investment Manager and we are registered in India, and the Project SPVs and our Investment Manager are located in India. As a result, we are highly dependent on the prevailing economic conditions in India and our results of operations are significantly affected by factors influencing the Indian economy. Factors that may adversely affect the Indian economy, and hence our results of operations, may include:

- any increase in interest rates or inflation in India;
- any exchange rate fluctuations;
- any scarcity of credit or other financing in India;
- prevailing income, consumption and savings conditions among consumers and corporations in India;
- the intensification of the adverse effects of the ongoing COVID-19 pandemic including new waves or the occurrence or other epidemics or pandemics;
- volatility in, and actual or perceived trends in trading activity on, India's principal stock exchanges;
- changes in India's tax, trade, fiscal or monetary policies and which may impact India's foreign exchange reserves;
- civil unrest, riots, protests, acts of violence, terrorist attacks, political instability, terrorism or military conflict in India, including increased tensions on the Indian borders, or in countries in the region or globally, including in India's various neighbouring countries;
- the occurrence of force majeure events under the contractual arrangements of the Project SPVs;
- the occurrence of natural or man-made disasters;
- prevailing regional or global economic conditions;
- balance of trade movements, including export demand and movements in key imports, including oil and oil products;
- annual rainfall which affects agricultural production; and
- other significant regulatory, policy or economic developments in or affecting India or its infrastructure sector.

Inflation rates in India have been volatile in recent years, and such volatility may continue. High fluctuations in inflation rates may make it more difficult for us to accurately estimate or control our costs. Any increase in inflation in India can increase our expenses, whether entirely or in part, and may adversely affect our business and financial condition. If we are unable to increase our revenues sufficiently to offset our increased costs due to inflation, it could have an adverse effect on our business, prospects, financial condition, results of operations and cash flows.

Any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could have an adverse effect on our business, results of operations, financial condition and the price of our Units.

54. Financial instability in other countries may cause increased volatility in Indian financial markets.

The Indian market and the Indian economy are influenced by economic and market conditions in other countries, including conditions in the United States, Europe and certain emerging economies in Asia. Financial turmoil in Asia, Russia and elsewhere in the world in recent years has adversely affected the Indian economy. Any worldwide financial instability may cause increased volatility in the Indian financial markets and, directly or indirectly, adversely affect the Indian economy and financial sector and us.

Although economic conditions vary across markets, loss of investor confidence in one emerging economy may cause increased volatility across other economies, including India. Financial instability in other parts of the world could have a global influence and thereby negatively affect the Indian economy. Financial disruptions could materially and adversely affect our business, prospects, financial condition, results of operations and cash flows.

Further, economic developments globally can have a significant impact on our principal markets. Concerns related to a trade war between large economies may lead to increased risk aversion and volatility in global capital markets and consequently have an impact on the Indian economy. The imposition of sanctions on Russia have also impacted economic conditions in various parts of the world, including Europe.

Legislators and financial regulators in the United States and other jurisdictions, including India, implement a number of policy measures designed to add stability to the financial markets from time to time. However, the overall long-term effect of such legislative and regulatory efforts on the global financial markets is uncertain, and they may not have the intended stabilizing effects. Any significant financial disruption could have a material adverse effect on our business, financial condition and results of operation.

These developments, or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets and may significantly reduce global market liquidity, restrict the ability of key market participants to operate in certain financial markets or restrict our access to capital. This could have a material adverse effect on our business, financial condition and results of operations and reduce the trading price of the Units.

55. Any downgrading of India's debt rating by rating agencies could have a negative impact on our business.

India's sovereign ratings from S&P is BBB-with a "stable" outlook. India's sovereign rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange reserves, which are outside our control. Any adverse revisions to India's credit ratings by rating agencies may adversely affect our ability to raise additional financing, and the interest rates and other terms at which such additional financing is available. This could materially and adversely affect our ability to obtain financing for capital expenditure, which could in turn materially and adversely affect our business, prospects, financial condition, results of operations and cash flows. India's sovereign debt rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange resources, which are outside our control.

56. Significant differences exist between Ind AS and other accounting principles, such as IFRS and U.S. GAAP, which may be material to your assessment of our results of operations, financial condition and cash flows.

The Audited Special Purpose Combined Financial Statements included in this Draft Placement Memorandum are prepared and presented in conformity with IndAS, consistently applied during the periods stated in those reports. Ind AS differs from accounting principles with which persons from other countries may be familiar, such as IFRS and U.S. GAAP. Accordingly, the degree to which the Audited Special Purpose Combined Financial Statements included in this Draft Placement Memorandum provide meaningful information is entirely dependent on your level of familiarity with Indian accounting practices. Ind AS has certain differences with IFRS and U.S. GAAP. In addition, as the transition to Ind AS is recent, there is no significant body of established practice that we can draw on, in forming judgments regarding the implementation and application of Ind AS, as compared to other established principles generally, or in respect of specific industries, such as the industry in which we operate.

57. Fluctuations in the exchange rate of the Indian Rupee with respect to the U.S. Dollar or other currencies will affect the foreign currency equivalent of the value of the Units and any distributions.

Fluctuations in the exchange rates between the Indian Rupee and other currencies will affect the foreign currency equivalent of the Indian Rupee price of the Units. In particular, the Indian Rupee has declined significantly against the U.S. dollar recently. Such fluctuations will also affect the amount that holders of the Units will receive in foreign currency upon conversion of any cash distributions or other distributions paid in Indian Rupees by us on the Units, and any proceeds paid in Indian Rupees from any sale of the Units in the secondary trading market. Further, a decline in India's foreign exchange reserves may reduce liquidity and increase interest rates in India, which could have an adverse impact on us. Depreciation of the Indian Rupee may also escalate the prices of some of the commodities which are corelated to global crisis.

58. Unitholders may not be able to enforce a judgment of a foreign court against us.

The enforcement of civil liabilities by overseas unitholders in the Units, including the ability to effect service of process and to enforce judgments obtained in courts outside of India, may be adversely affected by the fact that (i) the Trust is constituted under the laws of the Republic of India, (ii) the Investment Manager and the

Trustee are limited liability companies incorporated under the laws of the Republic of India, (iii) certain directors and key personnel of the Investment Manager reside in India, and (iv) all of the assets of the Trust, the Project SPVs and the Investment Manager are located in India. As a result, it may be difficult to serve process upon the Trust, the Investment Manager, the Trustee or any of these persons outside of India or to enforce in India judgments obtained against such persons in courts outside of India.

India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. Recognition and enforcement of foreign judgments are provided for under Section 13, Section 14 and Section 44A of the Civil Procedure Code, 1908. The GoI has, under Section 44A of the Civil Procedure Code, notified certain countries as reciprocating countries. Section 13 of the Civil Procedure Code provides that a foreign judgment will be conclusive regarding any matter directly adjudicated upon, between the same parties or between the parties whom they or any of them claim are litigating under the same title, except: (i) where the judgment has not been pronounced by a court of competent jurisdiction; (ii) where the judgment has not been given on the merits of the case; (iii) where it appears on the face of the proceedings that the judgment is founded on an incorrect view of international law or a refusal to recognise the law of India in cases in which such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where the judgment has been obtained by fraud; or (vi) where the judgment sustains a claim founded on a breach of any law in force in India. Section 44A of the Civil Procedure Code provides that where a foreign judgment has been rendered by a superior court in any country or territory outside India, which the GoI has, by notification, declared to be a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, Section 44A of the Civil Procedure Code is applicable only to monetary decrees not being in the nature of any amounts payable in respect of taxes or other charges of a similar nature or in respect of a fine or other penalties and does not include arbitration awards.

There may be considerable delays in the disposal of suits by Indian courts. It may be unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India. Furthermore, it may be unlikely that an Indian court would enforce foreign judgments if it viewed the amount of damages awarded as excessive or inconsistent with the public policy in India. A party seeking to enforce a foreign judgment in India is required to obtain prior approval from the RBI to repatriate any amount recovered pursuant to execution and any such amount may be subject to income tax in accordance with applicable laws. Any judgment or award in a foreign currency would be converted into Indian Rupees on the date of the judgment or award and not on the date of the payment which could be subject to foreign exchange risk. Generally, there are considerable delays in the processing of legal actions to enforce a civil liability in India, and therefore it is uncertain whether a suit brought in an Indian court will be disposed of in a timely manner or subject to considerable delays.

Risks Related to Ownership of the Units

59. Any additional debt financing or issuance of additional Units may have a material, adverse effect on the Trust's distributions, and your ability to participate in future rights offerings may be limited.

The Investment Manager, on behalf of the Trust may require additional debt financing or the issuance of additional Units in order to support the operating business or to make acquisitions and investments. If obtained, any such additional debt financing may decrease distributable income, and any issuance of additional Units may dilute existing Unitholders' entitlement to distributions and their unitholding.

We are not required to offer pre-emptive rights to existing Unitholders when issuing new Units. Compliance with securities laws or other regulatory provisions in some jurisdictions may prevent certain unitholders from participating in any future rights issuances and thereby result in dilution of their existing holdings in Units.

60. Any future issuance of Units by us or sales of Units by the Sponsor or any of other significant Unitholders may materially and adversely affect the trading price of the Units.

Any future issuance of Units by us could dilute unitholders' holdings of Units. Any such future issuance of Units may also materially and adversely affect the trading price of the Units and could impact our ability to raise capital through an offering of our securities. There can be no assurance that we will not issue further Units. In addition, any perception by unitholders that such issuances might occur could also affect the trading price of the Units.

Units will be tradable on the Stock Exchanges. If the Sponsor (following the lapse of their lock-up arrangements, to the extent applicable), directly or indirectly, transfer, sell or pledge or encumber 1or otherwise dispose or are perceived as intending to sell or pledge or encumber or otherwise dispose a substantial number of Units, or if a secondary offering of the Units is undertaken, the market price for the Units could be materially and adversely affected. These transfers or sales may also make it more difficult for us to raise capital through the issue of new units at a time and at a price we deem appropriate.

61. The Trust has been provided exemptions by SEBI from compliance with certain provisions of the InvIT Regulations related to disclosures to be made in the Placement Memorandum.

SEBI, by way of its letter dated March 20, 2024, has granted the Trust an exemption from the strict enforcement of Regulation 23(1) and Regulation 15(4) read with Para 4(a) and 7(b) of Schedule III of the InvIT Regulations. Such provisions require an InvIT to disclose in its placement/offer documents, (i) the terms of the offer including number of units, price, issue opening date, issue closing date, terms and conditions and any other information as may be required for the investor to make an informed decision; and (ii) the use of proceeds, including the purpose of the issue and the issue expenses.

As no Units are being offered and no investment is being made in terms of the proposed Unit Distribution, the aforestated provisions are not directly applicable to the Trust. This Draft Placement Memorandum is being prepared as a disclosure document that will be utilized for the Units to be listed on the Stock Exchanges and therefore, the information that may be relevant in fund-raising transactions would not be applicable in the present case.

Accordingly, based on the exemptions granted by SEBI, while this Draft Placement Memorandum contains disclosures in relation to the price and the number of units being distributed and expenses involved in the current Unit Distribution, the disclosures relating to (i) the other terms of the offer, including issue opening date, issue closing date and other associated terms and conditions, are not relevant to the current Unit Distribution and are not being made; and (ii), the disclosures relating to the purpose of the issue, use of proceeds and other similar matters are not relevant to the current Unit Distribution and are not being made.

62. The price of the Units may decline after Listing.

The Unit Value has been determined by the Investment Manager. The Unit Value may not be indicative of the market price of the Units upon completion of the Listing. The market price of the Units may also be highly volatile and could be subject to wide fluctuations. If the market price of the Units declines significantly, unitholder may be unable to resell their Units at or above their purchase price, if at all. There can be no assurance that the market price of the Units will not fluctuate or decline significantly in the future.

To the extent that we retain operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of our underlying assets, may not correspondingly increase the market price of the Units. Our failure to meet market expectations with regard to future earnings and cash distributions may materially and adversely affect the market price of the Units.

Where new Units are issued at less than the market price of the Units, the value the Units may be affected. In addition, Unitholders who do not, or are not able to, participate in the new issuance of Units may experience a dilution of their interest in the Trust. In addition, the Units are not capital-safe products and there is no guarantee that the value of the Units shall remain stable. If the Trust is extinguished, it is possible that unitholders may lose a part or all of the value of the units it holds.

63. Your ability to receive and transfer Units is restricted by the selling and transfer restrictions set forth in this Draft Placement Memorandum

No actions have been taken to permit this Unit Distribution in any jurisdiction, other than India. As such, the Units have not and will not be registered under the U.S. Securities Act, any state securities laws, or the law of any jurisdiction other than India. Furthermore, the Units are subject to restrictions on transferability and sale. Eligible Creditors based in jurisdictions other than India are required to inform themselves about and observe these restrictions. The Trust, Investment Manager, Sponsor, Placement Agent or the Distributing Unitholders, will not be obligated to recognize any receipt of Units, made other than in compliance with the restrictions set forth herein. The Units are transferable only in accordance with the restrictions described under the section "*Selling and Transfer Restrictions*" on page 352.

Risks Related to Tax

64. Changes in legislation or the rules relating to tax regimes could materially and adversely affect our business, prospects and results of operations.

Tax and other levies imposed by the Government and state governments may include: (i) income tax (including withholding tax and tax collection at source); (ii) wealth tax (which was withdrawn with effect from January 1, 2016); (iii) excise duty; (iv) value added tax/central sales tax/ goods and service tax; (v) service tax; (vi) stamp duty; and (vii) other special taxes and surcharges that are introduced on a temporary or permanent basis from time to time. In some cases, these taxes and other levies may be changed from year to year and the Indian courts which interpret tax legislation may apply such interpretations with retroactive effect. Also, the Government in certain situations has the authority to change tax laws retrospectively.

The Ministry of Finance, GoI, has set up a panel to review the ITA and to draft a new direct tax legislation ("**Panel**"). The Panel has been tasked with drafting appropriate direct tax legislation aimed at (i) aligning India's domestic direct tax regime in line with international best practices; and (ii) ensuring and encouraging compliance. The implications of the report by the Panel, including findings and recommendations in their report and the provisions of the proposed direct tax legislation may have an unfavourable impact on us. Since the Panel and its report, including their recommendations and the draft of the new direct tax legislation has not been released yet, the possible impact on us cannot be determined at this point in time.

The GoI announced the union budget for the Fiscal Year 2024 and the Finance Act, 2023 ("Finance Act 2023") was notified with effect from April 1, 2023.

The Finance Act 2023, provides for tax on the unitholders for such portion of distribution received by them that is not covered under section 10(23FC) or 10(23FCA) of the ITA and that which is not chargeable to tax under section 115UA(2) of the ITA. Any distribution not covered under the aforementioned clauses will be taxed under the head "income from other sources" in the hands of the unitholders as 'income' under section 56(2)(xii) of the ITA, provided the amount received (including similar distributions in earlier years to the same unitholder or any other unitholder) is in excess of the amount at which units were issued by the InvIT, as reduced by the amount which would have been charged to tax under this provision in the earlier year. The aforementioned amounts received by a unitholder being a specified person covered under section 10(23FE) of the ITA shall not be subject to taxes upon the fulfilment of certain conditions set out in the ITA. Further, any such distribution received by a unitholder to the extent not chargeable to tax under section 56(2)(xii) and 115UA(2) and not covered under sections 10(23FC) or 10(23FCA) shall be reduced from the cost of units. We cannot assure you that there will be no adverse impact on the tax incidence to the unitholders pursuant to the Finance Act 2023. For details, please see the section "*Statement of Tax Benefits*" on page 372.

The Finance Act, 2021 amended the Securities Contracts (Regulation) Act, 1956 ("**SCRA**") to recognise pooled investment vehicles and recognise the units, debentures, other marketable securities and other instruments issued by InvITs as "*securities*". The Finance Act, 2021 exempted the payment of tax deducted at source on dividends paid to InvITs.

There have been two key major reforms in Indian tax laws, namely the introduction of the Goods and Services Tax ("**GST**") and provisions relating to general anti-avoidance rules ("**GAAR**"). The GST regime came into effect on July 1, 2017, combining taxes and levies by the Government and State Governments into a unified rate structure. Given the limited availability of information in the public domain concerning GST, we cannot assure you as to the tax regime following implementation of the GST. Additionally, there is limited clarity on the availability of input tax credit, and any unfavourable orders in this regard may have an adverse effect on our financial position and cash flows.

Further, any application of existing law or future amendments may affect our overall tax efficiency, and may result in significant additional taxes becoming payable.

The GAAR regime came into effect on April 1, 2017. The tax consequences of the GAAR provisions being applied to an arrangement could result in denial of tax benefit, amongst other consequences, including on the interest paid by the SPVs on the debt from the Trust. In the absence of any precedents on the subject, the application of these provisions is uncertain. If the GAAR provisions are made applicable to the Trust or any Party to the Trust, it may have an adverse effect on the Trust.

The rules notified with respect to GAAR prescribe that these shall not be applicable to FIIs in accordance with the SEBI (Foreign Portfolio Investors) Regulations, 2014 subject to the fulfilment of certain conditions. GAAR may have a material adverse tax impact on the Trust, the Sponsor and the Unitholders.

Further, vide Finance Act, 2022, the applicability of section 94(7) of the ITA has been extended to the units of a business trust (with effect from Financial Year 2022-23), which provides that where:

1. any person buys or acquires any securities or unit within a period of three months prior to the record date (a date fixed for the purposes of entitlement of the holder of the securities or units, as the case may be, to receive dividend, income, or additional securities or units without any consideration, as the case may be);
2. such person sells or transfers such securities within three months after such record date or such units within a period of nine months after such record date; and
3. the dividend or income on such securities or unit received or receivable by such person is exempt,

then, the loss, if any, arising from the sale and purchase of securities and units, to the extent of dividend or income received or receivable on such securities or unit, shall be ignored for computing income chargeable to tax.

Vide Finance Act, 2022, the applicability of section 94(8) of the ITA (commonly known as bonus stripping) has been extended to the units of business trusts (with effect from Financial Year 2022-23), which provides that where:

1. Any person buys or acquires any units within a period of three months prior to the record date;

2. Such person is allotted additional units without any payment on the basis of holding of such units on such record date;

3. Such person sells or transfers all or any of the units within a period of nine months after the record date, while continuing to hold all or any of the additional units referred in clause (ii) above,
then, the loss, if any, arising from the sale and purchase of all or any of the units shall be ignored for computing income chargeable to tax and notwithstanding anything contained in any other provision of the ITA, the amount of loss so ignored shall be deemed to be the cost of purchase or acquisition of such additional units referred to in clause (ii) above as are held on the date of such sale or transfer.

The Investment Manager has not determined the impact of such existing or proposed legislations on our business. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve, and may impact the viability of our current business or restrict our ability to grow our business in the future.

We may incur increased costs relating to compliance with any new requirements, which may also require management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects.

65. Tax laws are subject to changes and differing interpretations, which may materially and adversely affect our operations.

The current tax laws and regulations in India provide certain exemptions to interest/dividend income earned by business trusts from a special purpose vehicle. These exemptions could be modified or removed at any time or clarified in a manner adverse to Unitholders, which could adversely affect our profitability and the amount available for distribution to Unitholders. Tax laws and regulations are subject to differing interpretations by tax authorities. Differing interpretations of tax and other fiscal laws and regulations may exist within governmental ministries, including tax administrations and appellate authorities, thus creating uncertainty and potential unexpected results. The degree of uncertainty in tax laws and regulations, combined with significant penalties for default and a risk of aggressive action by the governmental or tax authorities, may result in tax risks in the jurisdictions in which we operate being significantly higher than expected. Any of the above events may result in a material, adverse effect on our business, financial condition, results of operations and/or prospects and our ability to make distributions to the Unitholders. Tax authorities in India may also introduce

additional or new regulations applicable to our business which could adversely affect our business and profitability.

For instance, while the Investment Manager intends to take measures to ensure that it is in compliance with all relevant tax laws, there is no assurance that the tax authorities will not take a position that differs from the position taken by us with regard to our tax treatment of various items. Any of the above events may result in a material, adverse effect on our business, financial condition, results of operations and/or prospects and our ability to make distributions to the Unitholders.

However, the tax authorities might take a position that differs from the position taken by us with regard to our tax treatment of various items.

66. The Project SPVs enjoy certain benefits under Section 80-IA of the ITA in relation to the Assets and any change in these tax benefits applicable to the Trust may adversely affect its results of operations.

Under the provisions of section 80-IA of the ITA, the Project SPVs are eligible for tax holiday for any 10 consecutive assessment years out of 20 years beginning from the year in which the undertaking or enterprise develops and begins to operate any infrastructure facility. As a result of the tax holiday available to the Project SPVs, the taxable profits derived by the Project SPVs from developing, operating and maintaining any infrastructure facility will not be taxable under the normal provisions of the ITA during the tax holiday period. Any other taxable income (for example, interest income, profit on sale of mutual funds) from deployment of temporary funds or otherwise would also be taxable under the terms of the ITA. The Project SPVs will only be subject to MAT if the Project SPVs have a book profit as required to be computed under section 115JB of the ITA. Any change in the tax benefits under section 80-IA and/or the provisions of MAT may have an impact on the income tax liability of the Project SPVs and may consequently affect the amount available for distribution by the Project SPVs to the Trust. Furthermore, if the relevant conditions under section 80-IA of the ITA are not met and the manner of computation of profits and gains are not as permitted, the Project SPVs will not be able to enjoy the benefits of such tax holiday.

Benefits under section 80-IA of the ITA shall not be available to Project SPVs in case they have opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the ITA. Further, in such case, provisions of MAT shall not be applicable.

67. Eligible Creditors may be subject to Indian taxes arising out of capital gains on the sale of Units, on any dividend or interest component of any returns from the Units or on certain distributions from the Trust.

Under current Indian income tax laws, units of a business trust held for more than 36 months are considered as long term capital assets. In case of sale of such units through a recognised stock exchange in India and subject to payment of securities transaction tax ("**STT**"), any gain arising in excess of ₹ 0.10 million is subject to long term capital gains tax at a concessional rate of 10% without indexation benefit (plus applicable surcharge and cess). However, if the said units are sold in any other manner, the same shall be subject to long term capital gains tax at the rate of 20% with indexation benefit (plus applicable surcharge and cess).

In case the units are held for less than or up to 36 months, the same shall be regarded as short term capital asset. Any gain arising in case of sale of such units through a recognised stock exchange in India and subject to payment of STT, is subject to short term capital gains tax at concessional rate of 15% (plus applicable surcharge and cess). However, the condition of chargeable to STT shall not apply to a transaction undertaken on a recognized stock exchange located in any International Financial Services Centre and where the consideration under applicable law for such transaction is paid or payable in foreign currency. However, if the said units are sold in any other manner, the same shall be subject to short term capital gains tax at applicable tax rates of the holder (plus applicable surcharge and cess). Under the Finance Act, 2023, gains shall be computed by a unitholder after reducing from its cost of acquisition any amount distributed by us which is not in the nature of dividends or interest or any other income.

The aforesaid taxability in India is subject to tax treaty benefits in the case of a non-resident holder. Further, the applicable taxes on the sale of Units and on any dividend or interest component of any returns from the Unit will also be subject to the category of creditor holding or selling the Units.

The Finance Act, 2020 amended the ITA to abolish the dividend distribution tax regime and shift the incidence of taxation of dividend (declared or distributed on or after April 1, 2020) to shareholder. Under the Finance

Act, 2020, a distribution made by a business trust, being in nature dividend income received from a special purpose vehicle, will not be subject to tax in the hands of a unitholder, so long as the special purpose vehicle has not opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the ITA. Similarly, a business trust (which includes an infrastructure investment trust) will not be required to withhold tax on any distributions which are in the nature of dividend income received from a special purpose vehicle, so long as such special purpose vehicle has not opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the ITA. However, where the special purpose vehicle opts to pay tax under Section 115BAA of the ITA, dividend income distributed by the business trust would be taxed in the hands of a non-resident unitholder at 20% (plus applicable surcharge and cess) or the applicable treaty rate and at the ordinary rate for a resident unitholder. Further, the business trust would be required to withhold tax on such distributions made from dividend received from the special purpose vehicle. Thus, the taxability of dividends distributed by the Trust will depend on the taxation regime opted by the Project SPVs. It may also be noted that in terms of Section 194LBA (1) of the ITA, any distributable income in the nature of interest income and dividend income (where the Project SPVs has opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the ITA) in the hands of a resident creditor is subject to deduction of tax at the rate of 10%. Similarly, in terms of Section 194LBA (2) of the ITA, any distributable income in the nature of interest income and dividend income (where the SPV has opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the ITA) in the hands of a non-resident is subject to deduction of tax at the rate of 5% (plus applicable surcharge and cess) and 10% (plus applicable surcharge and cess) respectively. The ultimate tax liability in the hands of the Unitholder may depend on various factors/ considerations.

Further, the Finance Act, 2021, has included a definition of "pooled investment vehicle" which comprises business trusts as defined under the ITA. The ITA defines business trusts as trusts registered with SEBI as an InvIT. This amendment has come into effect from April 1, 2021. The Finance Act, 2021 recognises units, debentures and other instruments issued by infrastructure investment trusts as "securities" under the Securities Contracts (Regulation) Act, 1956. This may have further implications under various regulations issued by SEBI, governing securities, including under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015. As announced in previous budgets, the dividend distribution tax applicable on InvITs was abolished and replaced with dividend withholding tax. The Finance Act, 2021 has also exempted payment of tax deducted at source on dividend paid to InvITs, with effect from April 1, 2020.

The Finance Act, 2023, provides for tax on the unitholders for such portion of distribution received by them that is not covered under section 10(23FC) or 10(23FCA) of the ITA and that which is not chargeable to tax under section 115UA(2) of the ITA. Any distribution not covered under the aforementioned clauses shall be taxed under the head "income from other sources" in the hands of the unitholders as 'income' under section 56(2)(xii) of the ITA, provided the amount received (including similar distributions in earlier years to the same unitholder or any other unitholder) is in excess of the amount at which units were issued by the InvIT, as reduced by the amount which would have been charged to tax under this provision in the earlier year. The aforementioned amounts received by a unitholder being a specified person covered under section 10(23FE) of the ITA shall not be subject to taxes upon the fulfilment of certain conditions set out in the ITA. Further, any such distribution received by a unitholder to the extent not chargeable to tax under section 56(2)(xii) and 115UA(2) and not covered under sections 10(23FC or, 10(23FCA) shall be reduced from the cost of units.

Furthermore, the Trust might not be able to pay or maintain the levels of distributions or ensure that the level of distributions will increase over time, or that future acquisitions will increase the Trust's distributable free cash flow to the Unitholders. Any reduction in, or elimination or taxation of, payments of distributions could materially and adversely affect the market price of the Units. The above statements are based on the current tax laws and subject to change as a result of the introduction of new laws or amendments to existing laws.

GENERAL INFORMATION

The Trust

The Trust has been settled on October 6, 2020, by Roadstar Infra Private Limited (acting as the settlor) on the instructions of the Sponsor as a contributory irrevocable determinate trust under the provisions of the Indian Trusts Act, 1882. The Trust was registered as an infrastructure investment trust under the InvIT Regulations on December 22, 2020 having registration number IN/InvIT/20-21/0015. For information on the background of the Trust and the description of the Project SPVs, please see the sections "*Overview of the Trust*" and "*Our Business*" on pages 23 and 189, respectively.

Compliance Officer of the Trust

The Compliance Officer of the Trust is Jyotsna Matondkar. Her contact details are as follows:

Jyotsna Matondkar
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Eligible Creditors can contact the Compliance Officer, Registrar or the Placement Agent in case of any Unit Distribution related problems, non-credit of Allotted Units in the respective beneficiary account of Eligible Creditors after Allocation.

The Sponsor - Roadstar Infra Private Limited

Registered office and address for correspondence

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Contact Person of the Sponsor:

Upasana Dixit, Company Secretary is the contact person of the Sponsor. Their contact details are as follows:

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The Investment Manager – Roadstar Investment Managers Limited

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The Trustee - Axis Trustee Services Limited

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Placement Agent to the Unit Distribution

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CIN: L72400TG2017PLC117649

Credit rating

The Trust has been given a rating of [ICRA]BBB+(Stable) by ICRA on March 22, 2024, the rationale for which is available at its website, https://www.icra.in/Rationale/ShowRationaleReport?Id=126590.

Disclaimer by ICRA

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PARTIES TO THE TRUST

A. The Sponsor

Roadstar Infra Private Limited ("RIPL")

History and certain Corporate Matters

RIPL was incorporated on January 7, 2020 as a private company limited by shares under laws of India. The CIN of the RIPL is U45400MH2020PTC335610. The registered office of RIPL is situated at the IL&FS Financial Centre, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051. For further details, please see the section *"General Information*" on page 92

Background of RIPL

RIPL was incorporated to serve as the Sponsor of the Trust and to facilitate the resolution of the Project SPVs which form a part of the IL&FS Group by setting up the Trust and undertaking the Unit Distribution as required under the terms of the Resolution Framework.

RIPL is a recently incorporated entity and derives experience from its holding company, ITNL, which has over two decades of experience in having developed, maintained and operated numerous BOT projects.

Board of Directors of RIPL

The board of directors of RIPL is entrusted with overall management of RIPL. Please see below the details in relation to the directors on the board of RIPL:

Sr. No.	Name	DIN	Designation
1.	Sabina Bhavnani	06553087	Non-Executive Director
2.	Feby Koshy	08483345	Non-Executive Director
3.	Rakesh Chatterjee	00029365	Non-Executive Director

Sponsor Group

The Sponsor, ITNL, IL&FS, Sabarmati Capital One Limited, IL&FS Financial Services Limited, IL&FS Airports Limited, IL&FS Cluster Developments Initiative Limited and EMSL form part of the Sponsor Group.

B. The Trustee

Axis Trustee Services Limited

History and certain Corporate Matters

Axis Trustee Services Limited is the Trustee of the Trust. The Trustee is a registered intermediary with SEBI under the SEBI Debenture Trustee Regulations as a debenture trustee having registration number IND000000494 and the certificate of registration is valid until suspended. The Trustee's registered office is situated at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400 025 and corporate office at The Ruby 2nd floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai 400 028. The Trustee is a wholly-owned subsidiary of Axis Bank Limited.

Background of the Trustee

The Trustee is a wholly-owned subsidiary of Axis Bank Limited. The Trustee's services are aimed at catering to the individual needs of the client and enhancing client satisfaction. As Trustee, it ensures compliance with all statutory requirements and believes in the highest ethical standards and best practices in corporate governance. It aims to provide the best services in the industry with its well trained and professionally qualified staff with a sound legal acumen. The Trustee is involved in varied facets of debenture and bond trusteeships, including, advisory functions and management functions. The Trustee also acts as a security trustee and is involved in providing services in relation to security creation,

compliance and holding security on behalf of lenders.

The Trustee is also involved in providing services as (i) a facility agent for complex structured transactions with advice on suitability of the transaction on operational aspects; (ii) an escrow agent; (iii) a trustee to alternative investment funds; (iv) custodian of documents as a safekeeper; and (v) a trustee to real estate investment funds, etc.

The Trustee has been engaged in the activity of providing trusteeship services since 2008 and has a customer base of over 500 corporate clients. The Trustee is currently the trustee to one of the first publicly offered infrastructure investments trust in India, India Grid Trust.

The Trustee is not an Associate of the Sponsor or the Investment Manager or the Project Manager to the Trust. Further, neither the Trustee nor the settlors of the Trustee (i) are or have been debarred from accessing the securities market by SEBI; (ii) are or have been promoters, directors or persons in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; and/or (iii) are or have been declared a wilful defaulter by any bank or a financial institution or consortium thereof, in accordance with the guidelines on 'wilful defaulters' issued by the RBI.

Board of Directors of the Trustee

The board of directors of the Trustee is entrusted with the responsibility for the overall management of the Trustee. Please see below the details in relation of the board of directors of the Trustee:

Sr. No.	Name	DIN	Designation
1.	Sumit Bali	02896088	Chairman (Additional, Non-Executive Director)
2.	Prashant Joshi	08503064	Additional, Non-Executive Director
3.	Deepa Rath	09163254	Managing Director & Chief Executive Officer

Brief profiles of the Directors of the Trustee

Please see below brief biographies of the directors of the Trustee:

1. **Sumit Bali** is an additional director (non-executive) on the board of directors and also the chairman of the Trustee. He is Axis Bank's group executive and head of retail lending. Sumit is a veteran in the banking industry with almost three decades of rich experience in retail banking. He was associated with Kotak Mahindra Bank for last 24 years, wherein he worked in multiple roles across retail lending. In his last role with Kotak Mahindra Bank, Sumit was overseeing the entire retail assets business including home loans, loan against property, personal loans, SME loans and credit cards. Sumit was also the chief executive officer of Kotak Mahindra Prime Limited. As part of Kotak Mahindra Bank's leadership team, he was involved in integration of ING Vysya Bank post the merger. Prior to joining Axis Bank, he was working with IIFL Finance where he was driving the company's growth agenda as the executive director and chief executive officer across the entire IIFL NBFC group. Sumit holds a graduate degree in B.A. (Hons.) Maths from St. Stephen's College, Delhi and has completed his PGDM from the Indian Institute of Management, Ahmedabad.

2. **Prashant Joshi** is an additional director (non-executive) on the board of directors of the Trustee. He is the group executive and chief credit officer of the Axis Bank since May 1, 2022. As the chief credit officer, he is responsible for all underwriting functions across the retail and corporate segments. Prashant has nearly three decades of experience in financial services, primarily in project finance, appraisals and credit functions. He has been with Axis Bank since September 2006 in roles related to credit/ underwriting and risk across various segments. In his previous stint, he was with the Industrial Development Bank of India in the project finance department for nearly 13 years, with in-depth experience of working on proposals across sectors. He started his career in a private firm as a project engineer. He holds a degree in civil engineering from Sardar Patel College of Engineering, Mumbai University.

3. **Deepa Rath** is the managing director and chief executive officer on the board of directors of the Trustee. She is a senior banker with more than 23 years of experience in corporate banking, fintech, credit, project funding, MSME financing, retail banking, supply chain finance, trade finance etc. She has been with the Trustee since May 2021. She also represents the industry of trustees as a member at various SEBI formulated policy advisory committees viz. CoBoSAC (Bond Markets), HySAC (REITs & INVITs) and AIPAC (AIF). Prior to her current role, Deepa was part of the founding leadership team and spearheaded Trades Receivable Discounting System platform business at INVOICEMART / A. TREDS LTD (Joint Venture of Axis Bank and Mjunction), a pioneer work in the space of digital and transparent financing of MSMEs. Before this, she led various business functions across geographies with the corporate banking department of the Axis Bank. In the early part of her career, she took several roles with the IDBI Bank Limited and ICICI Bank Limited within the corporate banking and retail banking franchise. She has also been a speaker on various finance and fintech related forums. Deepa is known for her strategic leadership, customer centric approach, superior people and relationship management skills which have helped her set up and scale up new businesses and high impact teams across domains. She holds a master's degree in business management (finance) from Institute of Management Technology, Ghaziabad; an MA in Economics from Berhampur University; an advanced diploma in software technology and systems management from National Institute of Informtion Technology and an advanced diploma in fintech and financial blockchain from the Indian Institute of Management, Calcutta.

Key Terms of the Trust Deed

The Trustee and the Settlor have entered into the Trust Deed in terms of the InvIT Regulations. The key terms of the Trust Deed are provided below:

1. *Powers of the Trustee*

The Trustee has been provided with various powers under the Trust Deed in accordance with the Indian Trusts Act, 1882 and the InvIT Regulations, including but not limited to:

A. *General Power:* without prejudice to the scope and generality of the powers and authority conferred upon the Trustee under the Indian Trusts Act, 1882, the Trustee shall, in relation to the Trust, have every and all powers that a person competent to contract and acting as a legal and beneficial owner of such property has, and such powers shall not be restricted by any principle of construction or rule or requirement, but shall operate according to the widest generality of which the foregoing words are capable, notwithstanding that certain powers are more specifically set forth in the Trust Deed.

B. *Power of investments:*

(i) The Trustee is empowered to take all decisions in relation to the management and administration of the Trust Assets and the Trust as may be necessary for and incidental to the advancement of fulfilment of the investment objectives in accordance with the trust documents, the InvIT Regulations and other applicable law provided that such power may be delegated to and exercised by the Investment Manager pursuant to the Investment Management Agreement.

(ii) The Trustee, in the name of the Trust or in its own name, on behalf of the Trust, is empowered to, among other things:

a) Acquire, hold, manage, trade and dispose of shares, stocks, convertibles, debentures, bonds or other equity or equity-related securities, derivatives, instruments or obligations and any debt or mezzanine securities instruments or obligations of all kinds or any other security, instrument or obligation under applicable law, including without limitation, those issued by any SPV, Holdco, infrastructure projects in accordance with the InvIT Regulations, other applicable law and the investment strategy. For the avoidance of doubt, this shall also include the power to hypothecate, pledge or create encumbrances of any kind on or provide guarantees, undertakings or other contractual comforts in-relation' to such securities, instruments or obligations

held by the Trust in such SPVs, Holdco or infrastructure projects to be used as collateral security for any borrowings by the Trust, Holdco or SPVs;

b) issue, hold, invest, collateralize or sell any loan, debt, derivative, instrument or obligations as permitted under applicable law, including without limitation, those issued by the SPVs or Holdco, as applicable;
c) keep the capital and monies of the Trust in deposit with banks or other institutions;
d) accept contributions;
e) collect and receive the profit, interest repayment of principal of debt or debt-like equity or equity-like mezzanine securities, dividend, return of capital of any type by the SPVs, Holdco or infrastructure projects and income of the Trust as and when such amounts become due or receivable;
f) invest in securities or in units of mutual funds in accordance with applicable law;
g) invest in money market instruments including government securities, treasury bills, certificates of deposit and commercial papers in accordance with applicable law;
h) to give, provide and agree to provide to any SPV or holding company, financial assistance in the form of investment in share capital of any class including ordinary, preference, participating, non-participating, voting, non-voting or other class, and in the form of investment in securities convertible into capital;
i) to invest, acquire, purchase, hold, divest, sale, hypothecate, pledge or otherwise transfer immovable properties of any kind including rights and interest therein;
j) to structure an investment through one or more investment vehicles in order to address tax or regulatory considerations;
k) to create, establish and maintain partnerships, trusts, corporations, companies or other entities of any kind, to acquire, hold or dispose of the Trust Assets;
l) to enter into, execute and/or terminate any investment pooling agreements, agreements related to strategic investments, co-investment agreements. and any and all documents and instruments of a similar nature in the name of the Trust; and
m) to make further investments from the disposition proceeds in accordance with the Trust documents and the InvIT Regulations.

C. *Power to allot units etc. and accept subscriptions:* The Trust acting through the Trustee shall have the power to accept subscriptions to Units, debt securities (including any non-convertible debentures, bonds or convertible securities) or other securities, obligations or instruments permitted to be issued by the Trust under the InvIT Regulations and issue and allot Units, debt securities (including any non-convertible debentures, bonds or convertible securities) or other securities, obligations or instruments to Unitholders or other security holders, as applicable, and undertake all related activities. The Trustee shall, either by itself or through the Investment Manager or any such delegate as may be permitted under the InvIT Regulations and the Trust documents, subject to and only in accordance with the terms of the Trust documents and applicable law, have the power to approve or take on record any transfer of Units or debt securities or other securities or instruments or obligations issued by the Trust.

D. *Register of holders:* The Trustee shall have the power, or cause the investment manager, to maintain (or cause depositories to maintain) a depository register of the Unitholders or other instrument-holders of the Trust.

E. *Power to create reserves:*

(i) The trustee, in consultation with the Investment Manager, shall have the power to make such reserves out of the income or capital as it may deem proper.
(ii) Any distribution made from such reserves shall be in accordance with the Trust documents, the investment strategy and the InvIT Regulations.

F. *Power to employ agents:* The Trustee shall have the power to advise the Investment Manager to employ and pay at the expense of the Trust, any agent in any jurisdiction whether attorneys, solicitors, brokers, banks, trust companies or other agents, without being responsible for the default of any agent if employed in good faith to transact any business, including without limitation, the power to appoint agents to raise funds, or do any act required to be transacted or done in the execution of the responsibilities hereof including the receipt and payment of moneys and the execution of documents.

G. *Power to appoint nominees and custodians*: the Trustee will have the power to advise the Investment Manager to appoint any custodian in order to provide custodial services, and permit any property comprised in the Trust to be and remain deposited with a custodian or with any person or persons in India or in any other jurisdiction subject to such deposit being permissible under the applicable law.

H. *Power to oversee activities of the Investment Manager and Project Manager:* The Trustee shall oversee the activities of the Investment Manager and Project Manager in the interest of the Unitholders and ensure that the Investment Manager and the Project Manager comply with the InvIT Regulations and other applicable law.

I. *Power to pay duties and taxes:* In the event of any capital gains tax, income tax, stamp duty or other duties, fees or taxes (and any interest or penalty chargeable thereon) whatsoever becoming payable in any jurisdiction in respect of the Trust or any part thereof or in respect of documents issued or executed in pursuance of the Trust Deed or the Investment Management Agreement in any circumstances whatsoever, the Trustee shall have the power and duty to pay all such duties, fees or taxes (and any interest or penalty chargeable thereon) as well as to create any reserves for future potential tax liability (and any such interest or penalty) out of the Trust Assets and the Trustee may pay such duties, fees or taxes (and any such interest or penalty) on behalf of the Trust out of the Trust Assets.

J. *Power to allocate and expend on behalf of the Trust:* The Trustee shall, subject to the advice of the Investment Manager, have the power to incur and pay Trust expenses, which shall include, without limitation, any expenses made under any contract or applicable law, out of the Trust Assets, including any funds held by the Trust, the SPVs, the Holdco or other assets of the Trust, as applicable.

K. *Power to take counsel's opinion*: The Trustee shall have the power to take the opinion of legal, tax or other counsel in any jurisdiction concerning any difference arising under the Trust Deed or any matter in any way relating to the Trust Deed or to its duties in connection with the Trust Deed and the fees of such advisors shall be paid from the Trust Assets, including any funds held by the Trust, the SPVs, the Holdco or other assets of the Trust, as applicable.

L. *Power to conduct activities with trustees of other trusts:* Subject to applicable law, the Trustee may, in consultation with the Investment Manager, in execution of the Trust hereof or in exercise of any of the powers hereby or by law given to the Trustee sell, rent or buy any property, or borrow property from or carry out any other transaction with the trustees of any other trust or the executors or administrators of any estate notwithstanding that the Trustee is the same person as those trustees, executors or administrators or any of them and where the Trustee is the same Person as those trustees, executors or administrators, the transaction shall be binding on all persons then or thereafter interested hereunder though effected and evidenced only by an entry in the books of accounts of the Trustee, provided such power is delegated to the Investment Manager pursuant to the Investment Management Agreement. The Trustee shall ensure that no conflicts of interest shall arise whilst conducting such activities.

M. *Power to effect compromises:* the Trustee, in consultation with the Investment Manager and subject to applicable law, shall have the power to:

(i) accept any property before the time at which it is transferable or payable;
(ii) pay or allow any claim on any evidence that it thinks sufficient;
(iii) accept any security movable or immovable in lieu of any amounts payable to it;
(iv) alter the dates for payment of any amounts payable to it; and
(v) compromise, compound, abandon or otherwise pay and settle any claim or thing whatsoever relating to the Trust or the Trust Deed.

N. *Power to borrow and create security:*

(i) The Trust acting through the Trustee shall, in consultation with the Investment Manager, have the power to cause the Trust to borrow or incur indebtedness including by way of

issuance of debt securities or other securities or instruments permitted under the InvIT Regulations or other applicable law for the purpose of the Trust in accordance with the Trust documents and the InvIT Regulations.

(ii) The Trust acting through the Trustee shall, in consultation with the Investment Manager, have the power to secure the payment of any sum of money for and on behalf of the Trust in such manner and upon such terms and conditions in all respects as it deems fit including by mortgage or pledge or charge upon all or any Trust Assets (present or future);

(iii) The Trust acting through the Trustee shall subject to applicable law, in consultation with the Investment Manager, have the power to provide security, guarantee, undertakings, and other contractual comforts in relation to the indebtedness availed by any of the SPVs or Holdco, as applicable.

O. *Power to repay debts:* Subject to applicable law, the Trustee may cause the Trust to pay, prepay or repay any and all debt raised from any person in accordance with the terms therein and to redeem any debt securities or other securities, obligations or instruments in accordance with the terms thereof issued to persons in compliance with the InvIT Regulations and other applicable law, if so advised by the Investment Manager.

P. *Power to give loans:* Subject to applicable law, the Trustee shall, upon the recommendation of, the Investment Manager, extend loans out of the Trust Assets to SPVs or Holdco and also subscribe to debt or convertible or exchangeable securities or other securities or obligations or instruments of a similar nature or incur any indebtedness in accordance with the provisions of the, relevant Trust documents, the InvIT Regulations and other applicable law.

Q. *Power to re-invest:* Subject to the conditions laid down in the placement memorandum, other Trust documents and the InvIT Regulations, the Trustee may, subject to the advice of the Investment Manager, retain or re-invest any proceeds received by the Trust from any SPV or Holdco.

R. *Power to make rules*: The Trustee, in consultation with the Investment Manager, may make rules to give effect to and carry out the investment objectives, subject to the terms of the trust documents. In particular, and without prejudice to the generality of such power, the Trustee may provide, not inconsistent with the provisions of the Trust Deed and the InvIT Regulations, for all or any of the following matters, which may be delegated to the Investment Manager pursuant to the Investment Management Agreement subject to the InvIT Regulations:

(i) manner of maintaining of the records and particulars of the Unitholders and other instrument-holders of the Trust;

(ii) norms of investment by the Trust in accordance with the investment objectives and the investment strategy and in accordance with the powers and authorities of the Trustee as set out herein;

(iii) matters relating to deposit of any securities or SPVs or Holdco of the Trust to custodians and the procedure relating to the holding thereof by the custodian;

(iv) such other administrative, procedural or other matters relating to the administration or management of the affairs of the Trust and which matters are not required to be included or provided for in the Trust Deed and which matters are not inconsistent with the provisions thereof;

(v) procedure for voting by Unitholders in a meeting through postal ballot, proxy or otherwise;

(vi) procedure for summoning and conducting meetings of Unitholders.

S. *Power to appoint intermediaries*:

(i) The Trustee shall advise the Investment Manager in relation to the appointment of Valuer, Auditors, Registrar and transfer agent, merchant bankers, custodian, credit rating agency and any other intermediary or service provider or agent as may be applicable with respect to the activities pertaining to the InvIT, in a timely manner, in accordance with the InvIT Regulations and applicable law.

(ii) The Trustee shall ensure that the Investment Manager ensures that all activities of the intermediaries, agents or service providers appointment by the Investment Manager are in accordance with the InvIT Regulations and the guidelines and circulars issued thereunder, as applicable.

T. *Power to buy back Units:* Subject to applicable law, the Trustee, on behalf of the Trust, shall have the power to buy back Units from the Unitholders.

U. *Power to declare distributions:* The Trustee shall have the power to determine distributions to Unitholders and other rights attached to the Units in compliance with the Trust documents, the investment objectives, investment strategy and the InvIT Regulations.

V. *Power to insure property:* The Trustee shall have the power to obtain insurance policies for the Trust or SPVs or Holdco against any loss or damage from any peril, any assets and property forming part of the Trust Assets for any amount, and to pay the premiums out of the Trust Assets.

W. *Power to review reports:* The Trustee shall review the reports required in terms of InvIT Regulations and applicable law, as submitted by the Investment Manager and the Project Manager. In the event such reports are not submitted in a timely manner, the Trustee shall promptly follow-up with the Investment Manager and ensure that such reports are submitted as required under the applicable law.

X. *Power to open and operate bank accounts and demat accounts*: The Trustee shall have the power to open and operate one or more bank accounts and demat accounts for purposes of the Trust, including change of signatories of the bank accounts or demat accounts.

Y. *Power to execute documents*:

(i) Subject to the InvIT Regulations, the Trustee shall have the power to enter into all such negotiations and contracts, to appoint (or terminate the appointment of) any person, entity or intermediary, and, to execute and do all such acts, deeds and things for or on behalf of or in the name of the Trust as the Trustee may consider expedient for or in relation to any of the matters or otherwise for the purposes of the Trust.
(ii) The Trustee shall have the power to sign, seal, execute, deliver, register and/or terminate all deeds, documents, and assurances in respect of the Trust in accordance with applicable law.
(iii) The Trustee shall have the power to negotiate, sign, seal, execute, deliver and/or terminate the Trust Documents.

Z. *Other matters authorized by the Unitholders:* The Trustee shall have the power to take up with SEBI or with stock exchanges, as applicable, any matter which has been approved in any meeting of Unitholders, if the matter requires such action.

AA. *Power to provide indemnity:* The Trustee shall have the power to enter into any indemnification obligation under contract or applicable law on behalf of the Trust. The Trustee shall have the power to pay such obligation out of the Trust Assets as a trust expense. Such obligation shall be enforceable against the Trust and the Trustee solely in its capacity as the trustee of the Trust.

BB. *Other Powers:* Without prejudice to any other provisions of the Trust Deed, the Trustee shall also have the following powers and authorities exercisable pursuant to the advice of the Investment Manager:

(i) initiate, prosecute and/or defend any action or other proceedings in any court of law or through arbitration or in any other manner for recovery of debts or sums of money, right, title or interest, property, claim, matter or thing whatsoever now or hereafter to become due or payable or in any way belonging to the Trust by any means or on any account whatsoever in respect of and relating to the investments made by the Trust or Trustee and to discontinue or settle such actions or proceedings or suits as the Trustee may in its discretion deem fit;
(ii) commence, institute, conduct, defend or abandon any action or legal proceedings for the purposes of the Trust and have for such purposes, powers to sign and verify all written statements, petitions, appeals, declarations, revisions and applications and have power to refer any claim to arbitration and to perform, observe and challenge the awards;
(iii) appear in and defend or compromise any action or other proceedings now or hereafter to be instituted, commenced or prosecuted against or relating to the Trust in any court of law and if necessary through arbitration and to refuse and resist payments of any sum or sums or

money or compliance with or fulfilment of any claim or demand or otherwise as the Trustee shall deem fit;

(iv) to make and give receipts, releases and other discharges for moneys payable to or by the Trust and for the claims and demands of or against the Trust;

(v) pay out of the income of the Trust after deducting all expenses, the income and other distributions in accordance with the InvIT Regulations;

(vi) to take into its custody or control the Trust Assets and hold such Trust Assets for the benefit of the Unitholders in accordance with the Trust Deed and the InvIT Regulations; and

(vii) generally to exercise all such powers as it may be required to exercise under the InvIT Regulations or any other applicable law for the time being in force and do all such matters and things as may promote the investment objectives or as may be incidental to or consequential upon the discharge of its functions and the exercise and enforcement of all or any of the powers and rights under the Trust Deed and the InvIT Regulations or any other applicable law.

CC. *Power to delegate:* Subject to the provisions of the Trust Deed, the Trustee may from time to time, in the interests of administrative and operational convenience, delegate to any committee or person (including the Investment Manager), any powers and duties including management of the Trust Assets vested in it under the Trust Deed, provided, however, that the Trustee shall remain responsible and liable for all the acts of commission or omission of such persons. Any action taken by such committee or person in respect of the Trust Assets shall be construed as an act done by the Trustee except in cases of gross negligence, fraud or wilful misconduct by such persons as determined by a court of competent jurisdiction whose decision is final and non-appealable.

2. *Duties of the Trustee*

A. *Interests of the Unitholders:* The Trustee shall carry on and conduct its business in a proper and efficient manner in the best interest of the Unitholders in accordance with the Trust Deed. The Trustee shall duly perform all its duties, responsibilities and powers as set out in the InvIT Regulations and other applicable law in the interest of the Unitholders and in accordance with the provisions of the Trust Documents.

B. *Supervision of the Investment Manager*

(i) The Trustee shall ensure that the Investment Manager complies with reporting and disclosure requirements in accordance with the InvIT Regulations and in case of any delay or discrepancy, the Trustee shall require the Investment Manager to rectify such delay or discrepancy on an urgent basis.

(ii) The Trustee shall oversee the activities of the Investment Manager in the interest of the Unitholders, ensure that the investment Manager complies with the applicable provisions of the InvIT Regulations, including in relation to reporting and disclosure requirements and shall obtain a compliance certificate from the Investment Manager on a quarterly basis.

(iii) The Trustee shall review transactions between the Investment Manager and its associates and where the Investment Manager has advised that there may be a conflict of interest, obtain a confirmation that such transaction is on an arm's length basis from a practicing chartered account, a valuer or as may be otherwise prescribed in the InvIT Regulations, as applicable.

(iv) The Trustee shall ensure that the Investment Manager reviews the valuation reports issued by the Valuer and submitted to the Trustee by the Investment Manager in accordance with the InvIT Regulations.

(v) The Trustee shall require the Investment Manager to set up such systems and procedures and submit such reports to the Trustee, as may be necessary for effective monitoring of the functioning of the InvIT.

(vi) The Trustee shall ensure that the Investment Manager convenes meetings of the Unitholders in accordance with the InvIT Regulations and oversee the voting by Unitholders and declaration of results (except where the Trustee is required to carry out such functions under the InvIT Regulations). The Trustee shall ensure that the Investment Manager convenes meetings of Unitholders within the period prescribed under the InvIT Regulations and the period between such meetings shall not exceed the period prescribed under the InvIT Regulations.

(vii) The Trustee shall ensure that the Investment Manager takes all actions and compliances, in relation to the right of eligible unitholder(s) to nominate unitholder nominee director(s) on the board of directors of the Investment Manager, in the manner prescribed under the InvIT Regulations.

C. *Supervision of the Project Manager:* The Trustee shall oversee the activities of the Project Manager with respect to compliance with the InvIT Regulations and the Project Implementation and Management Agreements and Investment Management Agreement and shall obtain a compliance certificate from the Project Manager on a quarterly basis.

D. *Providing information to the SEBI and the Stock Exchanges:* The Trustee shall ensure that the Investment Manager shall provide to the SEBI, the stock exchanges and other governmental authorities, as applicable, information as may be requested or required under applicable law by the SEBI, the stock exchanges or other governmental authorities, as applicable, in relation to the activities of the Trust. The Trustee shall comply with the information and intimation requirements under the InvIT Regulations. The Trustee shall ensure that the activity of the Trust is operated in accordance with the provisions of the Trust Deed, the InvIT Regulations, other applicable law and the Trust documents. The Trustee shall immediately inform the SEBI in case any act which is detrimental to the interests of the unitholders is noted.

E. *Documents and information to be provided to Unitholders:* The Trustee shall, and shall ensure that the Investment Manager shall, provide documents and information to the Unitholders with respect to the confirmation on the activities carried on by the Trust, as may be required by the SEBI, the stock exchanges or other governmental agency, as applicable, under applicable law.

F. *Change in Control:* The Trustee shall obtain approvals, if required under the Trust Deed, the InvIT Regulations, other applicable law, for any proposed change in control of the Trustee, the Investment Manager or the Project Manager, as applicable.

G. *Change in Investment Manager or Project Manager:* In the event of any proposed change or termination of the Investment Manager or Project Manager, the Trustee shall ensure that all conditions in connection with the removal of such Investment Manager or Project Manager and appointment of a new investment manager or project manager prescribed under the InvIT Regulations, the Trust documents and other applicable law are complied with. The previous investment manager or project manager shall continue to act as such at the discretion of the Trustee until such time as the new Investment Manager or Project Manager is appointed. The Trustee shall ensure that the new investment manager or project manager shall stand substituted as a party in all the documents (to the extent applicable) to which the earlier Investment Manager or Project Manager was a party. The Trustee shall also ensure that the earlier Investment Manager or Project Manager continues to be liable for all its acts of omissions and commissions for the period during which it served as investment manager or project manager, notwithstanding its change or termination.

H. *Subscription amounts*: The Trustee shall and shall ensure that the Investment Manager ensures that subscription amounts, if any, in case of any offering by the Trust are collected and utilized in accordance with the InvIT Regulations, the relevant Trust documents and conditions specified by the SEBI, as applicable.

I. *Maintenance of books of accounts and other records:* The Trustee shall cause the books of accounts and other records of the Trust to be maintained in accordance with the Trust Deed, the Trust documents and applicable law.

J. *Payment of statutory charges, operation of bank accounts etc.*

(i) The Trustee shall ensure that the Investment Manager shall make payments of all taxes, duties and any other statutory charges or levies that may be payable by the Trust or on behalf of the Unitholders from the Trust Assets, subject to the provisions of the Trust documents and applicable law.

(ii) The Trustee shall be responsible for opening and operating bank accounts and demat accounts on behalf of the Trust.

K. *Attainment of objects of the Trust:* The Trustee shall ensure that all acts, deeds and things are done for the fulfilment of the investment objectives of the Trust in accordance with the InvIT Regulations, the Trust documents and to secure the best interests of the Unitholders.

L. *Reports to be filed by the Trust:* The Trustee shall file such reports as may be required by the SEBI or any other governmental authority or as required under applicable law in relation to the activities carried on by the Trust.

M. *Unitholder Complaints:* The Trustee shall periodically review the status of Unitholders' complaints and their redressal by the Investment Manager. The Investment Manager shall provide quarterly reports on Unitholders' grievances to the Trustee, as applicable.

N. *Segregation of assets and liabilities:* The assets and liabilities of the Trust shall at all times be segregated from the assets and liabilities of the Trustee and the assets and liabilities of other trusts managed by the Trustee. The Trust Assets shall be held for the exclusive benefit of the Unitholders and such assets shall not be subject to the claims of any creditor or any person claiming under any other fund or trust administered or managed by the Trustee or the Investment Manager.

O. *Valuer*

(i) The Trustee shall ensure that the Valuer is not an associate of the Sponsor, the Investment Manager or the Trustee.
(ii) The Trustee shall ensure that the Investment Manager ensures that a detailed valuation is undertaken of the Trust Assets by the Valuer at such intervals and in the manner specified under the InvIT Regulations and the Trust documents.
(iii) The Trustee shall ensure that the remuneration of the Valuer is not linked to or based on the value of the asset being valued.

P. *Investment by Trustee:* The Trustee shall invest in Units only if permitted under applicable law and such investments shall be in accordance with applicable law.

Q. *Compliance with the InvIT Regulations*: The Trustee shall fulfil its obligations under applicable provisions of the InvIT Regulations.

R. *Delegation to the Investment Manager and Project Manager:* The Trustee shall delegate all such powers to the Investment Manager as may be required by the Investment Manager to carry out its obligations under the Investment Management Agreement and applicable law and as may be required for the benefit of the Unitholders. The Trustee shall delegate all such powers to the Project Manager as may be required by the Project Manager to carry out its obligations under the Project Implementation and Management Agreement and under applicable law.

3. *Rights of the Trustee*

A. *Right to receive Trusteeship fees:* The Trustee shall have the right to receive trusteeship fees from the Trust Assets for services to be rendered in relation to Trust as set out in the engagement letter dated January 15, 2020.

B. *Right to receive advice:* The Trustee may, in the discharge of its duties, act upon (i) any advice obtained in writing from any bankers, accountants, brokers, lawyers, professionals, consultants, or other experts acting as advisers to the Trustee and (ii) any instructions received from the Unitholders in a validly conducted Unitholders meeting.

C. *Right to reimbursement of expenses:* the Trustee shall be entitled to the reimbursement of all expenses incurred by the Trustee on behalf of the Trust out of the Trust Assets in the manner set out in the Trust Deed.

D. *Restriction on right to inspect:* subject to applicable law, no Unitholder shall be entitled to inspect or examine the Trust's premises or properties without the permission of the Trustee, who shall give such permission, if necessary, in consultation with the Investment Manager. Further, no Unitholder

shall be entitled to require discovery of any information in respect of any detail of the Trust's activities or any matter which may relate to the conduct of the business of the Trust and which information may, in the opinion of the Trustee and the Investment Manager adversely affect the interest of the unitholder.

4. *Liabilities of the Trustee*

A. *Assets received by the Trustee*:

(i) The Trustee shall only be chargeable for such monies, stocks, funds, shares, securities, investment or property as the Trustee shall have actually received and shall not be liable or responsible for any banker, broker, custodian, the Investment Manager or other person in whose hands the same may be deposited or placed, nor for the deficiency or insufficiency in the value of the Trust Assets nor otherwise for any involuntary loss.

(ii) Any receipt signed by the Trustee for any monies, stocks, funds, shares, securities, investment or property, paid, delivered or transferred to the Trustee by virtue of the Trust Deed or in exercise of the duties, functions and powers of the Trustee shall effectively discharge the Trustee or the person paying, delivering or transferring the same provided that the Trustee and such person shall have acted in good faith, without negligence and shall have used their best efforts in connection with such dealings and matters.

B. *Acts or things required to be done by the Trustee under applicable law:* The Trustee shall not be liable to the Unitholders for an act or omission which by reason of any provision under applicable law, whether in the present or in the future, or of any decree, order or judgment of any court or governmental authority, the Trustee is required to do or omit doing. Subject to the InvIT Regulations and other applicable law, in such an event if it becomes impossible or impracticable to carry out any of the provisions of the Trust Deed, the Trustee shall not be liable. However, it shall duly inform the Sponsor, the Investment Manager and the Unitholders of such event.

C. *Authenticity of Signature and Seal:* the Trustee shall not be responsible to any Unitholder for the authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application endorsement or other document effecting the title to or transmission of interests in the Trust or of any of the Trust Assets or be in any way liable for any forged or unauthorized signature on or any seal affixed to such endorsement transfer or other document or for acting upon or giving effect to any such forged or unauthorized signature or seal. The Trustee shall be entitled but not bound to require that the signature of any Unitholder to any document required to be signed by such Unitholder under or in connection with these presents shall be verified to the reasonable satisfaction of the Trustee.

D. *Acts done in good faith:* the Trustee shall not be under any liability on account of anything done or omitted to be done or suffered by the Trustee in good faith if the Trustee is able to establish that it performed its rights and duties and exercised its powers, as a reasonable person in such a position would have, in compliance with the provisions of the Trust documents.

E. *Value or price of an investment:* the trustee may accept a certificate from the Valuer as sufficient evidence for the value of any investment or for the cost price or sale price thereof or for any other related aspect.

F. *Suits, proceedings or claims against the Trust:* the Trustee shall not be under any obligation to institute, acknowledge the service of, appear in, prosecute or defend any action, suit, proceedings or claim in respect of the provisions hereof or in respect of the investments or any part thereof which in its opinion would or might involve it in expense or liability unless the Investment Manager shall so request in writing and the Trustee is satisfied that the value of the investment is sufficient to provide adequate indemnity against costs, claims, damages, expenses or demands to which it may be put as Trustee as a result thereof.

G. *Bona fide action by the Trustee:* The Trustee shall not be liable in respect of any action taken or damage suffered by it as a result of reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganization or (without being limited in any way by the foregoing) other paper or document believed to be genuine and to have been

passed, sealed or signed by appropriate authorities or entities provided that the foregoing shall not absolve the Trustee of its obligation to perform basic prescribed checks on authenticity of such notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, other paper or document prior to such reliance.

H. *Information:* in the event that the applicable law requires the Trustee to provide information regarding the Trust fund, any of the Unitholders, the Trust Assets or income derived therefrom, the Trustee shall comply with such a request in good faith, and shall not be liable to the Unitholders or any of them or to any other party as a result of such compliance or in connection with such compliance.

I. *Validity of decisions made by the Trustee*: the exercise of all power and discretion by the Trustee shall be in accordance with the trust documents and applicable law and any powers have been delegated by the directors of the board of the Trustee to any officer of the Trustee, if the exercise of such powers is within the parameters of such delegated authority.

J. *Non-exclusivity:* The Trustee shall not be prevented from and nothing contained herein shall be construed in a manner so as to prevent the Trustee from acting as a trustee of another infrastructure investment trust, real estate investment trust, security trust, alternative investment fund, mutual fund, private equity fund or other fund or investment vehicle that is separate and distinct from the Trust, and retaining for its own use and benefit all remuneration, profits and advantages which it may derive from such trust, security trust, alternative investment fund, mutual fund, private equity fund or other fund or investment vehicle.

5. *Issue, transfer, listing and redemption of Units*

A. The Investment Manager, supervised by the Trustee, shall be responsible for all activities pertaining to the issue of Units including filing of any placement memorandum, final placement memorandum with the SEBI and dealing with all matters relating to the allotment of Units to Unitholders and the listing and trading of Units, if applicable.
B. No Units may be issued without complying with the requirements of applicable law. No Unitholder shall enjoy superior voting or any other rights over another Unitholder, unless permitted under applicable law.
C. There shall not be multiple classes of Units, unless permitted under applicable law.
D. The Unitholders may, in accordance with the provisions of the Trust Documents and subject to applicable law, transfer all or any of their Units to another person where such person accepts all the rights and obligations of the transferor and the Trustee and the Investment Manager shall give effect such transfer in accordance with applicable law.
E. The minimum offer and allotment to the public through a placement memorandum shall be in accordance with the InvIT Regulations and other applicable law.
F. Units may be redeemed by way of a buy-back or as otherwise permitted under applicable law in accordance with the Trust documents.
G. The Trust intends to list its Units on one or more stock exchanges subject to compliance with the conditions specified under the InvIT Regulations and directions issued by the SEBI or stock exchanges, as applicable.
H. The Trust shall ensure that no advertisement shall be issued pertaining to any private placement of Units by the Trust.

6. *Rights of the Unitholders*

A. Unitholders meetings shall be conducted in accordance with the InvIT Regulations. Each Unit allotted to the Unitholders shall have one vote for any decisions requiring a vote of Unitholders.
B. The minimum number of Unitholders of the Trust shall be in accordance with the applicable provisions of the InvIT Regulations.
C. Unitholders shall have the right to receive income or distribution as specified in the Trust Deed.
D. The aggregate liability of each Unitholder in the Trust shall be limited to the capital contribution payable by such Unitholder in relation to its subscription of Units. No Unitholder shall have any personal liability or obligation with respect to the Trust.

E. In no event shall the Trustee or the Investment Manager be bound to make payment to any Unitholder, except out of the funds held by it for that purpose under the provisions of this Trust Deed or the Investment Management Agreement.

F. The Unitholders shall not give any directions to the Trustee or the Investment Manager (whether in a meeting of Unitholders or otherwise) if it would require the Trustee or the Investment Manager to do or omit doing anything which may result in:

(i) non-compliance of applicable law by the Trust or the Trustee, in its capacity as the trustee of the Trust or the Investment Manager, in its capacity as the investment manager; or

(ii) interference with the exercise of any discretion expressly conferred on the Trustee by the Trust Deed or the Investment Manager by the Investment Management Agreement, or the determination of any matter which requires the agreement of the Trustee or the Investment Manager.

G. A Unitholder whose name and account details are entered in the depository register shall be the only person entitled to be recognised as having a right, title, interest in or to the Units registered in its name and the Trustee shall recognise such holder as an absolute owner.

H. The depository register shall (save in case of manifest error) be conclusive evidence of the number of Units held by each depositor and in the event of any discrepancy between the entries of the depository register and any statement issued by the depository, the entries in the depository register shall prevail unless the depositor proves to the satisfaction of the Trustee and the depository that the depository register is incorrect.

I. The Unitholders shall have the right to call for certain matters to be subject to their consent, in accordance with the InvIT Regulations and applicable law.

J. The Trustee shall and shall ensure that the Investment Manager obtains the consent of the Unitholders for the matters prescribed under the Trust Deed and the InvIT Regulations in accordance with the provisions of the InvIT Regulations.

K. The eligible unitholder(s) shall have the right to nominate unitholder nominee director(s) on the board of directors of the Investment Manager from time to time, in the manner prescribed under the InvIT Regulations.

7. *Indemnity*

A. In addition to the fees, payments, distributions and expense reimbursements herein described, the Trust Assets shall be utilized to indemnify and hold harmless the Trustee, its directors and employees (the **"Indemnified Parties"**) from and against any claims, losses, costs, damages, liabilities, suits, proceedings and expenses, including legal fees **("Losses")** suffered or incurred by any of the Indemnified Parties by reason of their activities on behalf of the Trust, unless such Losses have resulted from (i) fraud, gross negligence, wilful misconduct of the indemnified parties, (ii) material breach of the provisions of the Investment Management Agreement, or (iii) breach of the provisions of the other Trust documents by the Trustee, as finally determined by a court of competent jurisdiction.

B. The indemnification rights of the Indemnified Parties under the Trust Deed are without prejudice, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have under applicable law or in equity or otherwise.

8. *Term & Termination*

A. The Trustee shall hold the office of trustee of the Trust under the Trust Deed, until the earlier of the: (a) dissolution or winding-up of the Trust; or (b) discharge of the Trustee from its office upon the occurrence of the events set out below:

(i) resignation by the Trustee from its office provided that, in the event that the Trustee desires to resign, it may submit its resignation to the Sponsor and the Investment Manager by giving 60 business days' prior notice with the reasons for its resignation;

(ii) the Trustee going into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or if a receiver is appointed to all or a substantial portion of the assets of the Trustee or for any other reason it ceases to be entitled to provide and perform the services herein provided for in accordance with applicable law;

(iii) passing of a direction by the SEBI or any other governmental authority to remove the Trustee; or
(iv) the Unitholders pass a resolution under the InvIT Regulations or the Trust documents for removal of the Trustee.

B. Upon the resignation or removal of the Trustee, a new trustee shall be appointed in its place by execution of a deed of appointment between the Sponsor and the new trustee, to hold office in its place from the date of acceptance of the resignation, subject to approval of the Unitholders. The date of acceptance of the Trustee's resignation shall be deemed to be the date of discharge of the Trustee. On such appointment, the Trust shall vest with the new trustee.

C. The Trustee shall not be discharged unless a new trustee is appointed in its place. The appointment of a successor trustee shall be done by an instrument in writing.

D. Notwithstanding the discharge of the Trustee in accordance with the provision in the Trust Deed, the Trustee shall continue to be responsible and liable for all its past acts and omissions, subject to the indemnity of the Trustee as provided in the Trust documents.

E. Every new trustee shall have the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as a Trustee under the Trust Deed.

F. *Extinguishment or dissolution of the Trust:* Subject to applicable law, the Trust shall stand dissolved and terminated:
(i) if the trust becomes illegal;
(ii) upon liquidation of the Trust Assets;
(iii) if there are no projects or assets remaining in the Trust and the Trust does not invest in any project for six months thereafter;
(iv) if the trust fails to maintain the minimum number of unitholders specified in the Trust Deed and as may be applicable under the InvIT Regulations; or
(v) delisting of the units and/or winding up of the Trust in accordance with the InvIT Regulations.

C. The Investment Manager

Roadstar Investment Managers Limited ("RIML")

History and Certain Corporate Matters

RIML is the Investment Manager of the Trust having CIN U67100MH2001PLC163992. It was originally incorporated as a private limited company on October 15, 2001, as North Karnataka Expressway Private Limited. It was converted into a public limited company on September 25, 2002, through a fresh certificate of incorporation. Subsequently, the name of the Investment Manager was changed from North Karnataka Expressway Limited to Roadstar Investment Managers Limited and a fresh certificate of incorporation was issued on April 20, 2021. The Investment Manager's registered office is situated at the IL&FS Financial Centre, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051.

Background of RIML

RIML, being the Investment Manager of the Trust, has extensive experience in operating a road project. The Investment Manager has executed the project of rehabilitation, strengthening and expanding the existing two-lane road to a four-lane road in the Dharwad – Maharashtra border section of National Highway-4 in the State of Karnataka under a concession agreement dated November 20, 2001. The commercial operations date of the project was March 26, 2002 and the concession period was of 17 years and six months which expired on December 19, 2019. Thereafter, the project was handed back to NHAI in terms of the concession agreement. The Investment Manager has the requisite infrastructure for managing the assets and investments of the Trust. The management of the Investment Manager has been suitably broad-based and appropriate systems/procedures have been formulated to enable the Investment Manager to carry out its activities as required under the InvIT Regulations.

Board of Directors of RIML

The board of directors of RIML is entrusted with overall management of RIML. Please see below the details in relation to the directors on the board of RIML:

Sr. No.	Name	DIN	Designation
1.	Chandra Shekhar Rajan	00126063	Non-Executive Chairman
2.	Lubna Usman	08299976	Non-Executive Director
3.	Subrata Kumar Atindra Mitra	00029961	Independent Director
4.	Jagadip Narayan Singh	00955107	Independent Director
5.	Rajeev Uberoi	01731829	Independent Director
6.	Preeti Grover	00128513	Independent Director

Brief Biographies of the Directors of RIML

Please see below brief biographies of the directors of the Investment Manager:

1. **Chandra Shekhar Rajan** is a non-executive director on the board of the Investment Manager since July 16, 2020 . He also holds the position of a chairman of the Investment Manager since September 8, 2020. He is a successful leader with over 40 years of experience across important government departments. He was appointed as an independent director on the board of Kotak Mahindra Bank Limited, with effect from October 22, 2022, and since January 1, 2024 as its chairman. He is an Indian Administrative Service ("**IAS**") officer of the 1978 batch who retired as the chief secretary of the Government of Rajasthan in 2016. He served in leadership roles for 12 years in key infrastructure sectors such as energy, highways, water resources and industry, and enjoyed a long stint of 14 years in agriculture and rural development. During his 38 years of service as an IAS officer, he has also been exposed to fields of human resources, finance and general administration. He has served on inter-disciplinary teams for review of World Bank projects in other states and also as a consultant to the World Bank in a study on 'Farmer Participation in Agricultural Research and Extension System'. After retirement from active service in July 2016, he served as deputy chairman in the chief minister's advisory council for a period of two and a half years. In October 2018, he was appointed by the Government of India on the board of IL&FS initially as director, thereafter as managing director for a period of three and a half years, then as chairman and managing director for a year and, since then, he has been serving as the non-executive chairman of IL&FS.

2. **Lubna Usman** is a non-executive director on the board of the Investment Manager since January 11, 2024. She also holds non-executive board positions at IL&FS Investment Managers Limited, IL&FS Securities & Trustee Services Limited, IL&FS Portfolio Management Services. She is a senior management professional with more than 21 years of experience in providing strategic leadership, project finance, debt restructuring and treasury management across banking and non-banking finance companies. She has worked for 11 years with IDBI Bank in various leadership roles and has led the bank's client coverage – sourcing, structuring and syndication of project debt for North and East region. At Infrastructure Leasing & Financial Services Limited ("**IL&FS**"), her key responsibilities included debt structuring, project finance and corporate fund raising through capital market and other debt instruments across infrastructure verticals. Since October 2018, she is a key member of the core team engaged in the resolution of debt of IL&FS group, under the supervision of the new board appointed by the Government of India. Currently, she is the COO at IL&FS Financial Services Limited, leading the creditor engagement across all banks, financial institutions and other category of lenders and in-charge of debt restructuring and resolution. She is a postgraduate in business administration from the SIES College of Management Studies, Mumbai.

3. **Subrata Kumar Atindra Mitra** is an independent director on the board of the Investment Manager. He holds a degree of master of science from the University of Calcutta and a degree of master of management science from Texas Christian University. He has served as a vice-president at American Express Bank Limited and during his tenure there was invited to be a member of the Indo-American Chamber of Commerce Standing Committee on Administration/Finance for the year 1987-88. He has served as a director on the board of GIC Asset Management Company Limited and as a director of Rotary Club of Bombay. He delivered an address to the Confederation of Indian Industries on "Private Equity – An Asset Class for improving markets; preparing your business for it" in Financial Market's Conclave 2010 and was invited to be on the managing committee of the India Merchant's Chamber for the year 2015-16 as a special invitee.

4. **Jagadip Narayan Singh** is an independent director on the board of the Investment Manager. He is a retired Indian Administrative Service ("**IAS**") Officer of the 1983 batch, who retired as chief secretary

of Gujarat in November, 2019. He has held many important portfolios, largely in the infrastructure and finance sector, like member (administration), Gujarat Electricity Board; joint secretary, Government of India; member (finance) National Highways Authority of India; and managing director, Sardar Sarovar Nigam Limited. He also served as chairman and/or managing director of several state-owned companies like Gujarat Gas Limited, Gujarat State Petronet Limited, Gujarat State Fertilizers & Chemicals Limited, Gujarat Narmada Valley Fertilizers & Chemicals Limited, Gujarat Alkalies and Chemicals Limited, and Gujarat Maritime Board. Currently, he is serving as an independent director on the board of many companies and as an independent external monitor for public sector undertakings. He holds a master's degree in arts from Jawaharlal Nehru University and a Ph.D. in political science from the Maharaja Sayajirao University, Vadodara. He also graduated with a master's degree in development management from the Asian Institute of Management, Manila, Philippines.

5. **Rajiv Uberoi** is a non-executive, independent director on the board of the Investment Manager. He is a career banker with more than 35 years of experience in public sector, private sector and foreign banks. He was also with the Reserve Bank of India in the area of supervision and regulations. He was also associated with Yes Bank as a senior group president — governance and controls after serving at senior positions of IDFC Bank Limited and its subsidiaries. As a lawyer and a banker, he has been instrumental in number of mergers and acquisitions namely, ANZ Grindlays and Standard Chartered Bank; Standard Chartered Bank and American Express Bank; IDFC demerger into bank and other subsidiaries, to name a few. He has been responsible for rolling over half a dozen private equity funds with gross assets under management (AUM) of more than USD 6 billion and incorporating entities overseas and merging some. He is also a profound writer and has a lot of publications to his credit. He also represents the boards of various companies including committees. He is a recipient of many accolades and awards and his contribution to the legal fraternity has been recognised in the industry. He holds the following degrees: LL.B, M.A. (Economics), Ph.D.(Philosophy), Ph.D. in Economics.

6. **Preeti Grover** is an independent director on the board of the Investment Manager. She is a qualified company secretary ("**CS**") and has over 27 years of experience with core specialization in corporate law compliances, listing compliances and secretarial audit. She is an active member in the CS profession and a faculty member at Northern India Regional Council of Institute of Company Secretaries of India, New Delhi. She is an active speaker on topics including corporate governance, independent directors, secretarial audit, prevention of sexual harassment at workplaces, social audit. She is a well-known and respected professional in the CS fraternity. She is also a council member of Anti Sexual harassment Council of Women's Indian Chamber of Commerce and Industry. She is also the winner of Platinum Award for "Best Mentor of the year 2022" by Professional Network Group of India, in association with the GD Goenka University.

Brief profiles of the Key Personnel of RIML

Please see below brief biographies of the Key Personnel of the Investment Manager:

1. **Danny Samuel** is the chief executive officer of ITNL and the Investment Manager. He has more than 25 years of experience across diverse infrastructure sectors such as energy, roads, telecom and aviation. Preceding his current role, he undertook an international assignment as the chief executive officer in the Asia-Pacific region for ITNL and has also played a pivotal role in numerous capital markets, encompassing both equity and debt domains. He has been a key contributor to several marquee transactions, including ITNL's initial public offering, the issuance of rated and listed project bonds in 2010, the inaugural issuance of a renminbi- denominated corporate bond by an Indian corporate group, as well as various domestic and cross-border merger and acquisition activities. His experience is particularly deep-rooted in the roads and highways sector, where he has been engaged in complex financial, operational, and business restructuring challenges associated with these assets. He is an associate company secretary and has a master's degree in economics and financial management from the University of Rajasthan. He has further enriched his expertise through short courses at International Institute for Management Development (IMD) Singapore and an executive management program at University of California Los Angeles (UCLA) - Anderson School of Management.

2. **Milind Gandhi** is the chief financial officer of the Investment Manager. He is a chartered accountant and a company secretary with more than 26 years of experience. He is currently working with

Roadstar Investment Managers Limited and ITNL as chief financial officer. He joined ITNL in February 2020. He is a senior level finance professional with extensive experience in areas including financial accounting and reporting, treasury management, corporate finance, secretarial and compliance, taxation, audit and investor relations. His leadership capabilities are evident in his track record of building and leading high-performing teams with a keen focus on execution. He has demonstrated consisted results in areas of fund raising, cost management, IT initiatives and stake holder relationships in his past assignments.

3. **Jyotsna Matondkar** is the company secretary and compliance officer of the Investment Manager, with an overall experience of 18 years of overviewing the entire corporate secretarial and compliance related activities. She has an experience of more than 10 years in working for ITNL, a listed company in India. She has played a pivotal role in various fund raising activities, including listing of securities in Indian and overseas stock exchanges for ITNL and its group entities. She has also handled corporate secretarial activities of the companies domiciled in Singapore, Dubai and Africa. She holds a bachelor's degree in commerce and am an associate member of Institute of Company Secretaries of India ("**ICSI**") since 2005. She has completed certification courses in securities laws, Insolvency and Bankruptcy Code, 2016 and National Company Law Tribunal conducted by ICSI, New Delhi.

Key Terms of the Investment Management Agreement

The Investment Manager has entered into the Investment Management Agreement, in terms of the InvIT Regulations, the key terms of which, are provided below.

1. *Powers of the Investment Manager*

The Investment Manager has been provided with various powers under the Investment Management Agreement in accordance with the InvIT Regulations, including but not limited to:

A. *Management of the Trust*:

(i) The Investment Manager shall take all decisions in relation to the management and administration of the Trust and the Trust Assets and the investments of the Trust as may be necessary for or incidental to the advancement or fulfilment of the Investment Objectives in accordance with the Trust Documents, the InvIT Regulations and other applicable law.

(ii) The Investment Manager shall be responsible for generally evolving, formulating and adopting such policies and procedures as may be conducive for the effective administration and management of the Trust and necessary for or incidental to the advancement or fulfilment of the Investment Objectives.

B. *Power to make investment and divestment decisions*: The Investment Manager shall have the power to make all investment decisions with respect to the Trust Assets including, without limitation, investigation, selection, development, negotiation, structuring, restructuring, commitment to or monitoring and any further investment or divestment of the underlying assets or projects of the Trust and in this regard shall also be empowered to do the following acts on behalf of the Trust:

(i) acquire, hold, manage, trade and dispose of shares, stocks, convertibles, debentures, bonds and other equity or equity-related securities, derivatives, instruments or obligations and any debt or mezzanine securities instruments or obligations of all kinds or any other security, instrument or obligation under applicable law, including without limitation, those issued by any SPV, Holdco, Infrastructure Projects in accordance with the InvIT Regulations, other applicable law and the Investment Strategy. For the avoidance of doubt, this shall also include the power to hypothecate, pledge or create encumbrances of any kind on or provide guarantees, undertakings or other contractual comforts in relation to such securities, instruments or obligations held by the Trust in such SPVs, Holdco or Infrastructure Projects to be used as collateral security for any borrowings by the Trust, Holdco or SPVs;

(ii) issue, hold, invest, collateralize or sell any loan, debt, derivative, instrument or obligation as permitted under applicable law, including without limitation, those issued by the SPVs or Holdco, as applicable;

(iii) keep the capital and monies of the Trust in deposit with banks or other institutions;

(iv) accept contributions in accordance with applicable law;

(v) collect and receive the profit, interest, repayment of principal of debt or debt-like, equity or equity-like mezzanine securities, dividend, return of capital of any type by the SPVs, Holdco or Infrastructure Projects and income of the Trust as and when such amounts become due or receivable;

(vi) invest in securities or in units of mutual funds in accordance with applicable law;

(vii) invest in money market instruments including government securities, treasury bills, certificates of deposit and commercial papers in accordance with applicable law;

(viii) to give, provide and agree to provide to any SPV or Holdco, financial assistance in the form of investment in share capital of any class including, preference, participating, non-participating, voting, non-voting or other class, and in the form of investment in securities convertible into capital;

(ix) to invest, acquire, purchase, hold, divest, sell, create charge, mortgage or otherwise transfer land and building and other immovable properties of any kind including rights and interests therein;

(x) to structure an investment through one or more investment vehicles in order to address tax or regulatory considerations;

(xi) to create, establish and maintain partnerships, trusts, corporations, companies or other entities of any kind, to acquire, hold or dispose of the Trust Assets;

(xii) to enter into, execute and/or terminate any investment pooling agreements, agreements related to strategic investments, co-investment agreements, and any and all documents and instruments of a similar nature in the name of the Trust; and

(xiii) to make further investments from the disposition proceeds in accordance with the Trust Documents and the InvIT Regulations.

C. *Power to allot Units etc. and accept subscriptions*: The Investment Manager shall have the power to deal with all matters relating to the allotment of Units on behalf of the Trust. The Investment Manager (on behalf of the Trust) shall have the power to accept subscriptions to Units, debt securities (including any non-convertible debentures, bonds or convertible securities) or other securities, obligations or instruments permitted to be issued by the Trust under the InvIT Regulations and issue and allot Units, debt securities (including any non-convertible debentures, bonds or convertible securities) or other securities, obligations or instruments to Unitholders or other security holders, as applicable, and undertake all related activities. The Investment Manager shall, subject to and only in accordance with the terms of the Trust Documents and applicable law, have the power to approve or take on record any transfer of the Units or debt securities or other securities or instruments or obligations issued by the Trust.

D. *Register of holders*: The Investment Manager shall have the power to maintain (or cause depositories to maintain) a register of the Unitholders or other instrument-holders of the Trust.

E. *Creation of reserves*:

(i) The Investment Manager shall make such reserves out of the income or the capital as it may deem proper and any directions of the Trustee in this behalf whether made in writing or implied from their acts shall, so far as the law permit, be conclusive and binding.

(ii) Any Distribution made from such reserves shall be in accordance with the InvIT Regulations.

F. *Power to appoint external advisors*: The Investment Manager shall have the power to use the services of external advisors and rely on the information provided in the due diligence process of assessing investment proposals as it deems necessary.

G. *Power to employ agents:* The Investment Manager, in consultation with the Trustee, shall have the power to employ and pay at the expense of the Trust, any agent in any jurisdiction whether attorneys, solicitors, consultants, brokers, banks, trust companies or other agents, without being responsible for the default of any agent if employed in good faith to transact any business, including without limitation, the power to appoint agents to raise funds, or do any act required to be transacted or done in the execution of the responsibilities hereof including the receipt and payment of moneys and the execution of documents.

H. *Power to appoint nominees and custodians*: The Investment Manager, in consultation with the Trustee, may appoint any custodian in order to provide custodial services, and permit any property comprised in the Trust to be and remain deposited with a custodian or with any person or persons in India or in any other jurisdiction subject to such deposit as authorized by the Trustee and permissible under applicable law.

I. *Power to oversee activities of the Project Manager*: The Investment Manager shall oversee the activities of the Project Manager with respect to the Trust and ensure that the Project Manager complies with the InvIT Regulations and the Project Implementation and Management Agreements. The Investment Manager shall obtain a compliance certificate from the Project Manager on a quarterly basis, or such other time and in the form as may be prescribed under the InvIT Regulations.

J. *Power to pay duties and taxes*: In the event of any capital gains tax, income tax, stamp duty or other duties, fees or taxes (and any interest or penalty chargeable thereon) whatsoever becoming payable in any jurisdiction in respect of the Trust or any part thereof or in respect of documents issued or executed in pursuance of the Trust Deed or the Investment Management Agreement in any circumstances whatsoever, the Investment Manager shall have the power and duty to pay all such duties, fees or taxes (and any interest or penalty chargeable thereon) as well as to create any reserves for future potential tax liability (and any such interest or penalty) out of the Trust's income. The Investment Manager may pay such duties, fees or taxes (and any such interest or penalty) on behalf of the Trust and be reimbursed for such payments out of the Trust Assets.

K. *Power to allocate and expend on behalf of the Trust:* The Investment Manager shall have the power to incur and pay Trust Expenses, which shall include, without limitation, any expenses made under any contract or applicable law, out of the Trust Assets, including any funds held by the Trust, the SPVs, the Holdco or other assets of the Trust, as applicable, in such proportion as may be determined from time to time.

L. *Power to exercise rights in respect of the* Trust Assets*:* The Investment Manager shall have the power to exercise all rights of the Trust in the Trust Assets, including voting rights, rights to appoint directors, whether pursuant to securities held by it, or otherwise, in such manner as it deems to be in the best interest of the Trust, and in accordance with the InvIT Regulations and other applicable law. The Investment Manager shall, in consultation with the Trustee, appoint the majority of the Board of Directors or the governing board of the Holdco and SPVs, as applicable.

M. *Power to take counsel's opinion*: The Investment Manager shall have the power to take the opinion of legal, tax or other counsel in any jurisdiction concerning any difference arising under the Investment Management Agreement or any matter in any way relating to the Investment Management Agreement or to its duties in connection with the Investment Management Agreement. The fees of such counsel shall be paid from the Trust Assets, including any funds held by the Trust, the SPVs, the Holdco or other assets of the Trust, as applicable.

N. *Power to effect compromises*: The Investment Manager, in consultation with the Trustee, shall have the power to:

(i) accept any property before the time at which it is transferable or payable;

(ii) pay or allow any claim on any evidence that it thinks sufficient;

(iii) pay or allow any amounts on any evidence that it deems sufficient;

(iv) accept any security (movable or immovable) *in lieu* of any amounts payable to it;

(v) alter the dates for payment of any amounts payable to it; and

(vi) compromise, compound, abandon, submit to arbitration or otherwise pay and settle any claim or thing whatsoever relating to the Trust or the Investment Management Agreement.

O. *Power to borrow and create security*:

(i) The Investment Manager shall have the power to cause the Trust to borrow or incur indebtedness including by way of issuance of debt securities or other securities or instruments permitted under the InvIT Regulations or other applicable law for the purpose of the Trust in accordance with the Trust Documents and the InvIT Regulations.

(ii) The Investment Manager shall have the power to secure the payment of any sum of money for and on behalf of the Trust in such manner and upon such terms and conditions in all respects as its deems fit including by mortgage or pledge or charge upon all or any Trust Assets (present or future).

(iii) The Investment Manager, shall subject to applicable law, have the power to provide security, guarantee, undertakings, and other contractual comforts in relation to the indebtedness availed by any of the Trust, SPVs or Holdco, as applicable.

(iv) The limits in relation to the aggregate consolidated borrowings and deferred payments of the Trust, any Holdco and the SPVs, net of cash and cash equivalents, shall be as approved by the Unitholders from time to time in the manner set out in the Trust Documents.

P. *Power to repay debt:* The Investment Manager may cause the Trust to pay, prepay or repay any and all debt raised from any Person in accordance with the terms therein and to redeem any debt securities or other securities, obligations or instruments in accordance with the terms thereof issued to Persons in compliance with the InvIT Regulations and other applicable law.

Q. *Power to give loans*: Subject to applicable law, the Investment Manager, in consultation with the Trustee, may extend loans out of the Trust Assets to SPVs or Holdco and also subscribe to debt or convertible or exchangeable securities or other securities, obligations or instruments of a similar nature or incur any indebtedness in accordance with the provisions of the relevant Trust Documents, the InvIT Regulations and other applicable law.

R. *Power to re-invest*: Subject to the conditions laid down in any offer document and the InvIT Regulations, the Investment Manager may retain or recall for reinvestment any proceeds received by the Trust from any SPV or Holdco.

S. *Power to make rules*: The Investment Manager may make rules to give effect to and carry out the Investment Objectives, subject to the terms of the Trust Documents and applicable law. In particular, and without prejudice to the generality of such power, the Investment Manager may provide, not inconsistent with the provisions of the Trust Deed and the InvIT Regulations, for all or any of the following matters:

(i) manner of maintaining of the records and particulars of the Unitholders and other instrument-holders of the Trust;

(ii) norms of investment by the Trust in accordance with the Investment Objectives and the Investment Strategy and in accordance with the powers and authorities of the Investment Manager as set out herein;

(iii) matters relating to entrustment/ depositor handing over of any securities or SPVs or Holdco of the Trust to custodians and the procedure relating to the holding thereof by the custodian;

(iv) such other administrative, procedural or other matters relating to the administration or management of the affairs of the Trust, which are not required to be included or provided for in the Trust Deed and not inconsistent with the provisions contained in the Investment Management Agreement;

(v) procedure for voting by Unitholders in a meeting, through postal ballot, proxy or otherwise; and

(vi) procedure for summoning and conducting meetings of Unitholders.

T. *Power to appoint intermediaries*:

(i) The Investment Manager shall, in consultation with the Trustee, appoint the Valuer, Auditor, registrar and transfer agent, merchant bankers, credit rating agencies and any other intermediaries or service providers or agents, as may be applicable, with respect to the activities in relation to the Trust in accordance with the provisions of the InvIT Regulations.

(ii) The Investment Manager shall, in consultation with the Trustee, appoint an Auditor for a period of not more than five consecutive years, or such other period as may be specified in the InvIT Regulations, provided that an Auditor who is not an individual may be reappointed subject to and in accordance with the provisions of the InvIT Regulations.

(iii) The Investment Manager shall determine the remuneration of the Auditor in consultation with the Trustee. In the event the Investment Manager is required to take any approval of the Unitholders for approval of remuneration of the Auditor or appointment of the Auditor, such approval of the Unitholders shall be obtained in accordance with the requirements specified in the InvIT Regulations and the Trust Documents.

(iv) The Investment Manager shall have the power to determine the remuneration of the Valuer in consultation with the Trustee and the Trustee shall ensure that the remuneration of the Valuer is not linked to or based on the value of the assets being valued.

(v) The Investment Manager shall ensure that all activities of the intermediaries, agents or service providers appointment by the Investment Manager are in accordance with the InvIT Regulations and the guidelines and circulars issued thereunder, as applicable.

U. *Power to restrict right to inspect:* Subject to applicable law, no Unitholder shall be entitled to inspect or examine the Trust's premises or properties without the permission of the Investment Manager. Further, no Unitholder shall be entitled to require discovery of any information with respect to any detail of the Trust's activities or any matter which may relate to the conduct of the business of the Trust and which information may, in the opinion of the Trustee and the Investment Manager adversely affect the interest of other Unitholders.

V. *Power to redeem Units and return capital*: Subject to applicable law, the Investment Manager shall have the power to redeem the Units of the Trust and return capital, from time to time, in accordance with the InvIT Regulations.

W. *Power to buy back Units*: Subject to applicable law, the Investment Manager, on behalf of the Trust, shall have the power to buy back Units from the Unitholders.

X. *Power to insure property:* The Investment Manager shall have the power to obtain insurance policies for the Trust or the SPVs or Holdco against any loss or damage from any peril, any assets and property forming part of the Trust Assets for any amount, and to pay the premiums out of the Trust Assets.

Y. *Power to open and operate bank accounts and demat accounts:* The Investment Manager shall

have the power to open and operate one or more bank accounts and demat accounts for purposes of the Trust, including authorizing the change of signatories of the bank accounts or demat accounts.

Z. *Power to execute documents:*

(i) The Investment Manager shall have the power to enter into all such negotiations and contracts, to appoint (or terminate the appointment of) any Person, entity or intermediary, and, to execute and do all such acts, deeds and things for or on behalf of or in the name of the Trust as the Investment Manager may consider expedient for or in relation to any of the matters or otherwise for the purposes of the Trust.

(ii) The Investment Manager shall have the power to sign, seal, execute, deliver, register and/or terminate, according to applicable law, all deeds, documents, and assurances in respect of the Trust.

(iii) The Investment Manager shall have the power to negotiate, sign, seal, execute, deliver and/or terminate the Trust Documents, including but not limited to any share purchase agreement, share subscription agreement, services agreement, deed of right of first offer, leave and license agreement, rent agreement, loan documentation, placement memorandum, final placement memorandum, information memorandum, issue agreement, underwriting agreement or any other deed, agreement or document in connection with the Trust, including any amendments, supplements or modifications thereto.

AA. *Reports to be filed by the Trust:* The Investment Manager shall have the power to file such reports as may be required by the SEBI or any other Governmental Authority or as required under applicable law in relation to the activities carried on by the Trust.

BB. *Other matters authorized by the Unitholders*: The Investment Manager shall have the power to take up with SEBI or with the Stock Exchanges as applicable, any matter which has been approved in any meeting of Unitholders post the Initial Offer by the Trust, if the matter requires such action.

CC. *Other powers*: Without prejudice to any other provisions of the Investment Management Agreement, the Investment Manager shall also have the following powers and authorities:

(i) initiate, prosecute and/or defend any action or other proceedings in any court of law or through arbitration or in any other manner for recovery of debts or sums of money, right, title or interest, property, claim, matter or thing whatsoever now or hereafter to become due or payable or in any way belonging to the Trust by any means or on any account whatsoever in respect of and relating to the investments made by the Trust or Investment Manager (on behalf of the Trust) or to discontinue or settle such actions or proceedings or suits as the Investment Manager may in its discretion deem fit;

(ii) commence, institute, conduct, defend or abandon any action or legal proceedings for the purposes of the Trust and have for such purposes, powers to sign and verify all written statements, petitions, appeals, declarations, revisions and applications and have power to refer any claim to arbitration and to perform, observe and challenge the awards;

(iii) appear in and defend or compromise any action or other proceedings now or hereafter to be instituted, commenced or prosecuted against or relating to the Trust in any court of law and if necessary through arbitration and to refuse and resist payment of any sum or sums or money or compliance with or fulfilment of any claim or demand or otherwise as the Investment Manager shall deem fit;

(iv) to make and give receipts, releases and other discharges for moneys payable to or by the Trust and for the claims and demands of or against the Trust;

(v) pay out of the income of the Trust after deducting all expenses, the income and other Distributions in accordance with the InvIT Regulations;

(vi) to issue statement of accounts or Unit certificates (if requested) to the Unitholders on behalf of the Trustee in accordance with applicable law;

(vii) to take into its custody or control the Trust Assets and hold such Trust Assets for the benefit of the Unitholders in accordance with the Trust Deed, the Investment Management Agreement and the InvIT Regulations;

(viii) ensure adequate and timely redressal of all unit holders' grievances pertaining to activities of the Trust; and

(ix) generally to exercise all such powers as it may be required to exercise under the InvIT Regulations or any other applicable law for the time being in force and do all such matters and things as may promote the Investment Objectives or as may be incidental to or consequential upon the discharge of its functions and the exercise and enforcement of all or any of the powers and rights under the Investment Management Agreement and the InvIT Regulations or any other applicable law.

DD. *Power to provide indemnity*: The Investment Manager shall have the power to enter into any indemnification obligation under contract or applicable law on behalf of the Trust. The Investment Manager shall have the power to pay such obligation out of the Trust Assets as a Trust Expense.

EE. *Power to delegate:* The Investment Manager may from time to time, in the interests of administrative and operational convenience, delegate to any duly qualified committee or Person, any powers and duties including management of the Trust Assets vested in it under the Investment Management Agreement, provided, however, that the Investment Manager shall remain responsible and liable for all the acts of commission or omission of such Persons. Any action taken by such committee or Person in respect of the Trust Assets shall be construed as an act done by the Investment Manager.

2. *Duties of the Investment Manager*

The Investment Manager shall perform its duties as required under the Investment Management Agreement in accordance with the InvIT Regulations, including but not limited to:

A. *Experienced Team:*

(i) The Investment Manager shall establish and maintain a dedicated, specific team of its employees ("**Team**"). The Team shall comprise of adequate number of members, with relevant experience as required under applicable law.

(ii) The Investment Manager shall ensure that it has adequate infrastructure and sufficient key personnel with adequate qualification to undertake management of the Trust at all times. In the event of any attrition of key personnel who are required to be part of the Team in accordance with the InvIT Regulations, the Investment Manager shall ensure that a new employee, who fulfils the requirement under the InvIT Regulations, joins the Team before the previous employee departs in order to ensure the composition required under the InvIT Regulations. The Investment Manager shall have the primary obligation to find and replace any of the key members of the Team. It being clarified that the Investment Manager will exercise the rights and perform the duties through the Team as per the terms of the Investment Management Agreement and for the purpose of the Investment Management Agreement, (unless repugnant to the context) it shall be deemed that the Investment Manager is acting through the Team.

B. *Interest of the Unitholders:* The Investment Manager shall use best endeavours to carry on and conduct its business in a proper and efficient manner in the best interest of the Unitholders. Further, it shall at all times exercise due diligence in carrying out its duties and protecting the interest of the Unitholders.

C. *Duty to promote and manage the Trust:* The Investment Manager shall coordinate with the Trustee, as may be necessary, with respect to the operations of the Trust.

D. *Duty to ensure valuation:* The Investment Manager shall ensure that the valuation of the Trust Assets is done by the Valuer in accordance with the InvIT Regulations.

E. *Insurance:* The Investment Manager shall arrange for adequate insurance coverage for the Trust Assets in accordance with the InvIT Regulations. If any of the Trust Assets are held by an SPV or Holdco, the Investment Manager shall ensure that such assets are adequately insured.

F. *Accounts, audit and reporting:* The Investment Manager shall maintain proper books of accounts, documents and records with respect to the Trust, in the manner set out in the Trust Deed and in accordance with applicable law. The financial year of the Trust shall begin from the date of the Trust Deed and shall end on the immediately succeeding March 31 and on the anniversary thereof in each succeeding year unless otherwise determined. The Investment Manager shall ensure that audit of the accounts of the Trust by the Auditor is undertaken in accordance with the InvIT Regulations and such report is submitted to the Stock Exchanges within the time stipulated by Stock Exchange, if any. Notwithstanding the above, the Investment Manager shall ensure that the audit of accounts of the Trust by the Auditor is done not less than once in a year and such report is submitted to the Stock Exchanges within sixty (60) days of the end of the Financial Year.

G. *Distributions:* The Investment Manager shall make Distributions to Unitholders in accordance with the InvIT Regulations, the Trust Documents, the Investment Strategy and other applicable law. Subject to the Trust Documents, applicable law and the Investment Strategy, at least such percentage of the net distributable cash flows of the SPVs and Holdco (as applicable) shall be distributed to the InvIT, as prescribed in the InvIT Regulations. The Distributions shall be made at such periods as prescribed under the InvIT Regulations.

H. *Meeting of Unitholders:* The Investment Manager shall convene meetings of the Unitholders in accordance with the InvIT Regulations, including at the written request of the Unitholders as specified therein, and maintain records pertaining to the meetings in accordance with the InvIT Regulations.

I. *Change in Control:* The Investment Manager shall notify the Trustee prior to any Change in Control of the Investment Manager to enable the Trustee to seek prior approval from the Unitholders (and the SEBI or any other Governmental Authority, if applicable) and shall ensure that no such Change in Control is given effect to, until the approval of the Unitholders (and the SEBI or any other Governmental Authority, as applicable) has been obtained, or the Investment Management Agreement is terminated and a new investment manager has been appointed in accordance with the terms hereof, or in compliance with any other requirement under the InvIT Regulations, other applicable law and the Trust Documents.

J. *Monitoring:* The Investment Manager shall, set up effective systems and procedures, as may be necessary, to effectively monitor the functioning of the Trust, including the current and projected financial position of the Trust Assets. The Investment Manager will place before its board of directors, a report on the activity and performance of the Trust in accordance with the InvIT Regulations. The Investment Manager, in consultation with the Trustee, shall designate an appropriately qualified employee to act as the compliance officer for monitoring of compliance with the InvIT Regulations and any circulars or guidelines issued thereunder and notifying the SEBI in case of non-compliance. Further, the Investment Manager shall ensure that the activities of the Trust are in compliance with the laws of the state or local body, including local building laws.

K. *Maintenance of records:* The Investment Manager shall maintain records pertaining to the activity of the Trust in terms of Regulation 26 of the InvIT Regulations.

L. *Duty in relation to Investment Objectives:* The Investment Manager shall manage the Trust in accordance with applicable law (including the InvIT Regulations) and the Trust Documents and the Investment Strategy, and shall ensure that the investments made by the Trust are in accordance with the investment conditions specified in the applicable provisions of the InvIT Regulations and in accordance with the Investment Strategy.

M. *Transactions between the Project Manager and its Associates:* The Investment Manager shall

review the transactions carried out between the Project Manager and its Associates and where the Project Manager has advised that there may be a conflict of interest, shall obtain confirmation from a practicing chartered accountant or valuer, as applicable, that such transaction is on an arm's length basis.

N. *Unitholder grievances:* The Investment Manager shall ensure adequate and timely redressal of Unitholders' grievances pertaining to the activities of the Trust in accordance with the InvIT Regulations. The Investment Manager shall submit reports on Unitholders' grievances to the Trustee, as applicable, either quarterly or at such other intervals/times as prescribed under the InvIT Regulations.

O. *Information to Trustee, Unitholders, SEBI and other Governmental Authorities:*

(i) The Investment Manager shall provide to the SEBI, the Stock Exchanges and other Governmental Authorities, as applicable, information as may be requested or required under applicable law by the SEBI, the Stock Exchanges or other Governmental Authorities, as applicable, in relation to the activities of the Trust, including any information having bearing on the operation or performance of the Trust as well as price sensitive information. The Investment Manager shall comply with the information and notification requirements under the applicable provisions of the InvIT Regulations (including disclosure to the Trustee and the Unitholders of any information having a bearing on the operation or performance of the Trust) in accordance with the timelines specified in the InvIT Regulations.

(ii) The Investment Manager shall notify the Trustee and the Unitholders on the occurrence of any event that may have a material impact on the Investment Manager and its ability to perform its obligations under the Trust Documents, including any Change in Control of the Investment Manager.

P. *Issue and listing of Units:* The Investment Manager shall be responsible for all activities pertaining to the issue of Units including filing of the placement memorandum or final placement memorandum with the SEBI and dealing with all matters relating to the allotment of Units to Unitholders. The Investment Manager shall also be responsible for obtaining in-principle approval and final listing and trading approvals from the Stock Exchanges. The Investment Manager shall ensure that disclosures in the placement memorandum are material, true, correct and adequate, and in accordance with the InvIT Regulations, guidelines or circulars issued thereunder and applicable law. The Trust may list its Units on one or more Stock Exchanges subject to compliance with the conditions specified under the InvIT Regulations and directions issued by the SEBI or the Stock Exchanges, as applicable.

Q. *Delisting of Units and winding up of the Trust:* In case of occurrence of any event specified under the InvIT Regulations, the Investment Manager shall apply for delisting of the Units to SEBI and the designated stock exchanges, and carry out all necessary actions as required under applicable law.

R. *Compliance with the InvIT Regulations:* The Investment Manager shall fulfil its obligations under the applicable provisions of the InvIT Regulations and the Trust Documents.

S. *Submission to the Trustee: The Investment Manager shall submit to the Trustee:*

(i) quarterly reports on the activities of the Trust including receipts for all funds received by it and for all payments made, status of compliance with the InvIT Regulations, specifically Regulations 18, 19 and 20 of the InvIT Regulations, performance report, status of development of under-construction projects, within time period specified under the InvIT Regulations;

(ii) valuation reports as required under the InvIT Regulations within the time period specified under the InvIT Regulations;

(iii) decision to acquire or sell or develop or bid for any Trust asset or Project or expand existing completed Trust Assets or Projects along with rationale for the same;

(iv) details of any action which requires approval from the Unitholders as may be required under the InvIT Regulations;

(v) details of any other material fact including change in its directors, change in its shareholding, any legal proceedings that may have a significant bearing on the activity of the Trust, within the time period specified under the InvIT Regulations; and

(vi) such other information, documents and records in relation to the activities of the Trust as may be reasonably necessary for the Trustee to carry out its responsibilities under the Trust Deed or the InvIT Regulations.

T. *Submission of annual and half-yearly reports:* The Investment Manager shall, within the time period prescribed under the InvIT Regulations, submit annual reports and half yearly reports to all the Unitholders electronically or provide physical copies and, if applicable, to the Stock Exchanges.

U. *Segregation of assets and liabilities:* The assets and liabilities of the Trust shall at all times be segregated from the assets and liabilities of the Investment Manager and the assets and liabilities of any other trusts managed by the Investment Manager. The assets held under the Trust shall be held for the exclusive benefit of the Unitholders and such assets shall not be subject to the claims of any creditor or any person claiming under any other fund or trust administered or managed by the Investment Manager.

V. *Administration of claims:* The Investment Manager shall be responsible for monitoring, administering and giving effect to all claims and adjustments arising out of the share purchase agreements executed in respect of the acquisition of Trust Assets and any payments required to be made by or to the Trust.

W. *Other Duties:* Without prejudice to any other provision of the Investment Management Agreement, the Investment Manager shall also have the following duties and obligations:

(i) ensure that computation of the net asset value of the Trust based on the valuation done by the Valuer in accordance with the InvIT Regulations shall be disclosed to the Stock Exchanges not later than fifteen days from the date of valuation;

(ii) maintain regular interaction with the Trustee on performance of the Trust and providing the Trustee with any information in relation to the operations of the Trust as may be required;

(iii) conducting its affairs and the affairs of the Trust in such a manner that Unitholders will not have personal liability with respect to liabilities or obligations of the Trust;

(iv) collecting all dividends, fees, property and other payments due and receivable by the Trust in the manner set out in the Trust Deed and in terms of the InvIT Regulations;

(v) ensuring that no commission or rebate or any other remuneration, arising out of transaction pertaining to the Trust is collected by the Investment Manager or its Associates, other than as specified in the placement memorandum or any other document as may be specified by SEBI for the purpose of the issue of the units of the Trust;

(vi) ensuring that the Trust Assets have proper and legal marketable titles and that all the material contracts entered into or on behalf of the Trust or the Trust Assets or the SPVs, or the Holdco are legal, valid, binding and enforceable by and on behalf of the Trust or the Trust Assets or the SPVs or the Holdco, as applicable;

(vii) keeping the Unitholders informed and updated on investment activities of the Trust in accordance with the Trust Documents;

(viii) to ensure that any possible conflict of interest involving its role as an Investment Manager is reported to the Trustee and the Unitholders;

(ix) to ensure that disclosures and reporting to the Unitholders, SEBI, the Trustee and the Stock Exchanges are in accordance with applicable law and InvIT Regulations;

(x) to immediately notify the Trustee and the Unitholders of any act which is detrimental to the interest of the Unitholders;

(xi) to inform the Trustee and Unitholders in writing about any change in the representations and warranties provided by the Investment Manager under the Investment Management Agreement or any of the Trust Documents;

(xii) to provide to the Trustee such assistance as may be required by the Trustee in fulfilling its obligations towards the Truste and the Unitholders, under applicable law, by any Governmental Authority or under the Trust Documents;

(xiii) providing to the SEBI, the Trustee and if applicable, the Stock Exchanges, such information as may be sought by the SEBI, the Trustee or the Stock Exchanges in relation to the activities of the Trust;

(xiv) providing, in parallel, to the Unitholders a copy of all reports and submissions made under (xiii) above as required under applicable law; and

(xv) taking any other actions incidental to any of the foregoing or necessary or convenient in order to fully effect or evidence any action or transaction contemplated under the Investment Management Agreement.

(xvi) to take all actions and compliances, in relation to the right of eligible unitholder(s) to nominate unitholder nominee director(s) on the board of directors of the Investment Manager, as prescribed under the InvIT Regulations.

X. The Investment Manager shall also perform any other duties specified in the InvIT Regulations and the Trust Documents.

Notwithstanding anything contained in the Investment Management Agreement, nothing contained in the Investment Management Agreement shall be construed to limit or restrict the performance of any of the duties or obligations of the Investment Manager or the Trustee contained in the InvIT Regulations.

3. *Board Nomination Rights of eligible unitholder(s):* Eligible unitholder(s) shall have the right to nominate unitholder nominee director(s) on the board of directors of the Investment Manager from time to time, in accordance with and in the manner prescribed under the InvIT Regulations.

4. *Liabilities of the Investment Manager*

The liabilities of the Investment Manager in terms of the Investment Management Agreement are as follows:

A. The Investment Manager shall not be liable in respect of any action taken or damage suffered by it as a result of reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganization or, without being limited in any way by the foregoing, other paper or document reasonably believed by it to be genuine and to have been passed, sealed or signed by appropriate authorities or entities; provided that the Investment Manager shall not be so exculpated in the event of a breach of the obligations under the Trust Documents or a violation of the InvIT Regulations and/or applicable law on the part of the Investment Manager.

B. The Investment Manager shall not be liable to the Unitholders for doing or failing to do any act or thing which, by reason of any provision of any present or future applicable law, or of any decree, order or judgment of any court, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may be taken or made by any Governmental Authority, it shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the

Investment Management Agreement, the Investment Manager shall not be under any liability therefore or thereby. However, it shall duly inform the Trustee and the Unitholders of such event.

C. If the Investment Manager is required by the InvIT Regulations or any other applicable law to provide information with respect to the Trust, the Unitholders, the Trust Assets (including any potential investments) and income therefrom, the Investment Manager shall not be liable to the Unitholders or any of them or to any other party as a result of such compliance or in connection with such compliance.

D. The Investment Manager shall not incur any liability for doing or (as the case may be) failing to do any act or thing which may result in a loss to a Unitholder (by reason of any depletion in the value of the Trust Assets or otherwise), except in the event that such loss is a result of fraud or gross negligence or wilful misconduct, breach of the obligations under the Trust Documents or a violation of the InvIT Regulations and/or applicable law on the part of the Investment Manager as determined by appropriate dispute resolution mechanism.

E. The Investment Manager shall not be liable to the Trust or the Trustee or any Unitholder or any third party in respect of any investments made or investment decisions taken in respect of the Trust in the manner set out in the Investment Management Agreement including for the non-recoverability or non-realisability of any of the Trust Assets, other than for fraud, gross negligence or wilful misconduct on part of the Investment Manager as finally determined by a court of competent jurisdiction/arbitral award.

F. If the Distributions are not made within the period prescribed in the InvIT Regulations, the Investment Manager shall be liable to pay interest to the Unitholders at the rate as may be prescribed in the InvIT Regulations until such Distributions are made and such interest shall not be recovered in the form of fees or any other form payable to the Investment Manager by the Trust.

G. If the Investment Manager fails to allot, or list the Units, or refund the money within the time prescribed in the InvIT Regulations, as applicable, the Investment Manager shall be liable to pay interest to Unitholders at the rate as may be prescribed under the InvIT Regulations until such time as the allotment/listing/refund and such interest shall not be recovered in the form of fees or any other form payable to the Investment Manager by the Trust.

H. The Investment Manager shall not be liable to any Unitholder for the authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application, endorsement or other document affecting the title to or transmission of Units/interests in the Trust or of any investments of the Trust or be in any way liable for any forged or unauthorised signature or seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Investment Manager shall be bound to require that the signature of any Unitholder to any document required to be signed by such Unitholder, under or in connection with these presents shall be verified to its reasonable satisfaction.

I. The Investment Manager shall not be liable to account to any Unitholder or otherwise for any payment made or suffered by the Investment Manager in good faith to any duly empowered revenue authority for taxes or other charges in any way arising out of or relating to any transactions of whatsoever nature under these presents, notwithstanding that any such payment ought not to be or need not have been made or suffered.

5. *Indemnity*

A. In addition to the fees, payments and expense reimbursements herein described, the Trust acting through the Trustee shall, from the Trust Assets, indemnify and hold harmless the Investment Manager and its respective officers, directors, shareholders, partners, members, employees, advisors and agents (the "**Indemnified Parties**"), from and against any claims, losses, costs, damages, liabilities, suits, proceedings and expenses, including legal fees (the "**Losses**") suffered or incurred by any of the Indemnified Parties by reason of their activities on behalf of the Trust, unless such Losses have resulted from fraud, gross negligence, wilful misconduct of the Indemnified Parties as finally determined by a court of competent jurisdiction/arbitral award. The

aggregate maximum liability in each financial year, shall be limited to the aggregate fees paid to the Investment Manager for the immediately preceding one financial year, in accordance with the terms under the Investment Management Agreement, except for losses arising from fraud, gross negligence, wilful misconduct of the Indemnified Parties as finally determined by a court of competent jurisdiction.

B. The indemnification rights of the Parties under the Investment Management Agreement are without prejudice, independent of and in addition to, such other rights and remedies that they may have under Applicable Law or in equity or otherwise.

6. *Termination*

A. The Investment Management Agreement shall become effective upon its execution by the Parties and shall terminate upon dissolution of the Trust, unless otherwise terminated in accordance with the Investment Management Agreement.

B. The Trustee may terminate the Investment Management Agreement by giving 30 (thirty) days written notice to the Investment Manager, in the event that:

(i) the Investment Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or if a receiver is appointed to all or a substantial portion of the assets of the Investment Manager or for any other reason it ceases to be entitled to provide and perform the services herein provided for in accordance with applicable law; or

(ii) the Unitholders pass a resolution for the removal of the Investment Manager in accordance with the InvIT Regulations.

C. Actions pursuant to Termination

(i) Upon removal of the Investment Manager, the Trustee shall appoint the new investment manager within three months from the date of termination of the earlier Agreement. Until such appointment is made, the Investment Manager shall continue to act as such at the discretion of the Trustee.

(ii) Upon removal or replacement of the Investment Manager, the Investment Manager shall transfer custody of the Trust to the Trustee and give the Trustee all books of account, correspondence, documents and records relating to the Trust which the Investment Manager has in its possession.

(iii) Every new investment manager appointed pursuant to the provisions of the Investment Management Agreement shall have the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as an investment manager under the Investment Management Agreement.

(iv) Notwithstanding anything contained herein, the Investment Manager shall continue to be liable for all its acts of omissions and commissions prior to such termination in accordance with the terms and conditions set forth in the Investment Management Agreement.

(v) The Trustee shall ensure that the new investment manager shall stand substituted as a party in all the documents (to the extent applicable) to which the Investment Manager was a party.

D. The Project Manager

Elsamex Maintenance Services Limited ("EMSL")

History and Certain Corporate Matters

EMSL is the Project Manager of the Trust. The Project Manager is a company limited by shares incorporated on September 12, 2013 having CIN U45201MH2013FLC285659. The Project Manager's

registered office is situated at the IL&FS Financial Centre, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051.

Background of EMSL

EMSL specializes in road operations and maintenance and has expertise in maintenance of roads, highways, bridges, tunnels and other structures, toll management and collection and route operations.

EMSL is a pioneer in the operation and maintenance of highways, drawing its roots back to 2008 under the current ownership. Over the past decade, EMSL has been involved in various services related to the infrastructure space with close focus on surface transportation, specifically roads. EMSL was incorporated to solely focus on operations and maintenance activities of national highways, state highways and city roads and over the years it has developed expertise in other associated areas like pavement rehabilitation and improvement (micro-surfacing, cold in place recycling, regular bituminous overlays), engineering and construction, user fee collection etc. Beside these areas, EMSL has also been actively providing project management and supervision services to its client for monitoring and execution of major maintenance works across its assets.

Key Terms of the Project Implementation and Management Agreement ("PIMA")

The Project Manager has entered into PIMAs for MBEL, SBHL, TRDCL, HREL and PSRDCL, in terms of the InvIT Regulations. The Project Manager will enter into a PIMA with BAEL. The key terms of each of the PIMA are, provided below:

1. *Scope of Services*

A. The Project Manager agrees to undertake the following works, either directly or through sub contractors in relation to the project (the "**Works**"):

   (i) any and all activities required to be carried out by the Project Manager under the InvIT Regulations and other applicable law;
   (ii) any and all activities required to be performed by it in terms of the PIMA and the O&M agreement, and the Concession Agreement (collectively referred to as, "**Project Agreements**"), as applicable; and
   (iii) supervise and monitor activities required to be performed in terms of the Project Agreements.

B. The Project Manager acknowledges that the identified SPV shall be fully reliant on the Project Manager to undertake all Works and ensure all compliances that the identified SPV is required to perform or comply with under the Project Agreements.

C. The Project Manager acknowledges and confirms that it has (i) reviewed and covenants to ensure compliance with the Project Agreements (as amended from time to time), including the terms and conditions, representations and warranties of the identified SPV, as applicable, and (ii) shall ensure that no breach or violation of the Project Agreements, the InvIT Regulations, or other applicable law occurs which relates, directly or indirectly, to the performance of its role as the project manager.

D. The Project Manager may engage duly qualified third-party service providers including but not limited to architects, surveyors and technical consultants for undertaking the Works (such service providers, the "**Sub-Contractors**"). The Project Manager shall be solely responsible for the actions and/or omissions of its employees and the Sub-Contractors.

2. *Obligations of the Project Manager*

The obligations of the Project Manager in terms of the PIMA are as follows:

A. The Project Manager shall develop, train, and maintain a service team for the purpose of undertaking the Works ("**Team**"). The parties agree that the size and the composition of the Team may be changed from time to time according to the requirement at such time as may be mutually agreed in writing between the parties. It is clarified that the Project Manager shall be responsible

to the Trustee and Investment Manager for the performance of the Team and that all the employees, contractors, Sub-Contractors, consultants, agents, professionals and workmen (including contract labour) constituting the Team at any time shall not be considered to be the employees, contractors, Sub-Contractors, consultants, agents, professionals and workmen (including contract labour) of the Trustee or Investment Manager. Accordingly, the Project Manager shall at all times be solely responsible for the payment of compensation to the Team, including without limitation, all employment related compensation and benefits and any other payments which are required to be paid in accordance with the Project Agreements (as applicable) and under applicable law.

B. The Project Manager shall at all times undertake the Works, strictly in accordance with the PIMA and in carrying out its duties under the PIMA and in undertaking the Works, the Project Manager shall:

(i) at all times act in good faith;
(ii) provide continuous access to all data and information pertaining to the project, to the Trustee and the Investment Manager at all times;
(iii) exercise the level of skill, care, attention and diligence as may reasonably be expected of an experienced, professional, prudent and competent third party skilled in providing project management services such as undertaking the Works in relation to the project;
(iv) at all times act within the parameters laid down in the Project Agreements; and
(v) ensure that all Works are undertaken and other obligations under the PIMA are performed in a manner that does not infringe any applicable law.

C. The Project Manager shall undertake, maintenance, operation and management of the project including arrangement for the appropriate maintenance and appointment and supervision of agents, if any, as may be necessary for discharge of its duties under the terms of the PIMA, the Project Agreements and under the InvIT Regulations.

D. The Project Manager shall provide compliance certificate(s), as may be specified, on a quarterly basis to the Investment Manager and the Trustee in accordance with the InvIT Regulations, in the form prescribed by SEBI, if any.

E. The Project Manager shall inform and provide the Investment Manager details of transactions between the Project Manager and its associate(s), and disclose any conflict of interest in such cases to the Investment Manager, in accordance with the InvIT Regulations. Where the Project Manager has advised that there may be a conflict of interest, it shall obtain confirmation from the practicing chartered accountant or the valuer, as applicable, that such transaction is on arm's length basis.

F. The Project Manager shall intimate the Trustee prior to any change in the management or control of the Project Manager to enable the Trustee to seek approval from the relevant authority in accordance with the concession agreement, as applicable.

G. The Project Manager shall provide to the Trustee and the Investment Manager, all information that may be necessary for each of them to perform their functions under applicable law and as may be required for making submissions to the SEBI or any other governmental authority.

H. The duties of Project Manager shall also include the following, but not limited to :

(i) supervision of the revenue streams from the project;
(ii) supervision of all maintenance, including major maintenance activities of the project;
(iii) exercise diligence and vigilance in carrying out its duties and protecting the identified SPV and the project;
(iv) keep the Investment Manager informed on all matters which have a material bearing on the operations of the identified SPV and the project;
(v) liaise with governmental authorities in respect of its obligations under the PIMA and the Project Agreements, as applicable;
(vi) take appropriate measures to mitigate the risks which may be encountered by the Trust in respect of the identified SPV and the project;
(vii) keep proper records for actions taken in respect of the identified SPV and the project; and

(viii) comply with the instructions of the Investment Manager and the requirements under the InvIT Regulations.

I. In case of any inconsistency or discrepancy between the PIMA and the Project Agreements, the Project Manager shall bring the same to the notice of the Trustee. The Trustee, in consultation with the Investment Manager, shall issue instructions resolving the inconsistency. The Project Manager shall be bound to comply with the instructions of the Trustee.

J. During the term of the PIMA, in the event the representations provided by the Project Manager under the PIMA, become untrue or incorrect or incomplete in any respect, the Project Manager shall, within a reasonable time, inform the Trustee and Investment Manager of such event.

3. *Indemnity*

A. In addition to the fees, payments and expense reimbursements described in the PIMA, the Project Manager hereby agrees to indemnify and hold harmless the identified SPV, Trustee, on behalf of the Trust, the Investment Manager and their respective directors, employees, members, advisors, officers, agents and the Trust (the "**Indemnified Parties**"), from and against any direct claims, losses, costs, damages, liabilities, suits, proceedings and expenses, including legal fees, incurred or suffered by any of the Indemnified Parties by reason of any breach of the PIMA or the Project Agreements or violation of the InvIT Regulations by the Project Manager or its representatives or agents or any fraud, negligence or wilful misconduct by the Project Manager or its representatives or agents. The aggregate maximum liability in each financial year, shall be limited to the aggregate fees paid to the Project Manager for the immediately preceding one financial year, in accordance with the terms under the PIMA and such fees shall not include any fees paid to the Project Manager in any other capacity, except for losses arising from fraud, gross negligence or wilful misconduct.

B. Notwithstanding anything contained hereinabove, the Project Manager shall not be liable to the identified SPV, the Investment Manager or the Trustee acting on behalf of the Trust, in respect of any loss, damage, extra expense or cost suffered by the identified SPV which is not attributable to the action or inaction of the Project Manager, or to the failure of the Project Manager or any of its agents to meet the obligations as provided in the PIMA, the Project Agreements or the InvIT Regulations.

C. The indemnification rights of the parties under the PIMA are without prejudice, independent of and in addition to, such other rights and remedies that they may have under applicable law or in equity or otherwise. In no event shall any party be liable to an Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, or loss of business reputation or opportunity relating to the breach or alleged breach of the PIMA.

4. *Termination*

A. PIMA shall remain effective, unless terminated by the parties in accordance with the provisions under the PIMA or extended by mutual consent expressed in writing by the parties, for the period that the Project Agreements are in force ("**Validity Period**").

B. The Project Manager shall be bound by the terms of the PIMA, for a minimum lock-in period of three years from the effective date ("**Lock-in Period**"). Upon the expiration of the Lock-in Period, the Project Manager may terminate the PIMA by delivery of a written notice of 90 days to the other parties to the PIMA.

C. Notwithstanding the above, prior to the expiry of its Validity Period, PIMA, may be terminated:

(i) by the Investment Manager after consultation with the Trustee by delivery of a written notice to the Project Manager at any time; or
(ii) by any party by delivery of a written notice to the other party upon the bankruptcy of such other party or if winding up or liquidation proceedings are commenced against such other party (and such proceedings persist for a period of more than three months).

D. In case of removal or termination of the Project Manager, the Trustee upon the written recommendation of the Investment Manager, shall appoint a new project manager within three months from the termination of the PIMA in terms of the InvIT Regulations, or such other period as specified under the InvIT Regulations. The Trustee may, either *suo moto* or based on the advice of the National Highway Authority of India appoint an administrator in connection with an infrastructure project on such terms and conditions as it deems fit. The Project Manager will continue to act as such at the discretion of Trustee until such time as a new project manager is appointed. The new project manager shall stand substituted as a party in all agreements and any other documents executed in relation to the identified SPV and the project to which the Project Manager was a party. The Project Manager shall continue to be liable for all its acts and omissions and commissions for the period during which it served as the project manager, notwithstanding its termination.

E. The termination of the PIMA shall not affect the rights and obligations of the parties accrued prior to such termination. The provisions in relation to the definitions and interpretation; termination; notices; governing law and disputes; indemnity; and confidentiality, in the PIMA shall survive any such termination of the PIMA.

F. Notwithstanding anything contained hereinabove, the termination of any of the Project Agreements will not result in the termination of the PIMA, and it shall continue to be in force in respect of the other Project Agreements that are not terminated.

OTHER PARTIES INVOLVED IN THE TRUST

The Auditors

Background and terms of appointment

The Investment Manager, in consultation with the Trustee, has appointed KKC & Associates LLP (*formerly known as Khimji Kunverji and Co. LLP*), Chartered Accountants (firm registration no. 105146W/W-100621) who will hold office from the date of conclusion of the 1st annual meeting till the conclusion of the 6th annual meeting of the Trust. The Auditors have audited the standalone and consolidated financial statements of the Trust for the nine months period ended December 31, 2023 and the year ended March 31, 2023, year ended March 31, 2022 and year ended March 31, 2021 and have examined the Projections of Revenue from Operations and Cash Flow from Operating Activities, and their reports in relation to such Audited Special Purpose Combined Financial Statements dated March 19, 2024 and Projections of Revenue from Operations and Cash Flow from Operating Activities dated March 19, 2024 have been included in this Draft Placement Memorandum.

Functions, Duties and Responsibilities of the Auditors

The functions, duties and responsibilities of the Auditors will be in accordance with the InvIT Regulations. Presently, in terms of the InvIT Regulations, the Auditors are required to comply with the following conditions at all times:

(i) the Auditors shall conduct audit of the accounts of the Trust including both, the standalone and the consolidated financial statements, and draft the audit report based on the accounts examined after taking into account the relevant accounting and auditing standards, as may be specified by the SEBI, and shall comply with the requirements of the InvIT Regulations;
(ii) the Auditors shall, to the best of its information and knowledge, ensure that the accounts and financial statements give a true and fair view of the state of the affairs of the Trust, including profit or loss and cash flow for the period and such other matters as may be specified by SEBI;
(iii) the Auditors shall have a right of access at all times to the books of accounts and vouchers pertaining to activities of the Trust;
(iv) the Auditors shall have a right to require such information and explanation pertaining to activities of the Trust as it may consider necessary for the performance of its duties as auditors from the employees of the Trust or Holdco or parties to the Trust or holding company or the special purpose vehicle(s)or any other person in possession of such information; and
(v) the Auditors shall undertake a limited review of the audit of all the entities or companies whose accounts are to be consolidated with the accounts of the Trust as per the applicable Indian Accounting Standards (Ind AS) and any addendum thereto as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015, in such manner as may be specified by the SEBI.

The Valuer

Background and terms of appointment

The Investment Manager, in consultation with the Trustee, has appointed RBSA Valuation Advisors LLP, with effect from May 23, 2022, as the valuer of the Trust. In accordance with the InvIT Regulations, the Valuer has undertaken a full valuation of the Project SPVs, and their report dated March 12, 2024 in relation to such valuation as on December 31, 2023, has been included in this Draft Placement Memorandum.

Functions, Duties and Responsibilities of the Valuer

The functions, duties and responsibilities of the Valuer will be in accordance with the InvIT Regulations. Presently, in terms of the InvIT Regulations, the Valuer is required to comply with the following conditions at all times:

(i) the Valuer shall ensure that the valuation of the InvIT Assets is impartial, true and fair and is in accordance with Regulation 21 of the InvIT Regulations;
(ii) the Valuer shall ensure that adequate and robust internal controls to ensure the integrity of its valuation reports;

(iii) the Valuer shall ensure that it has sufficient key personnel with adequate experience and qualification to perform valuations;
(iv) the Valuer shall ensure that it has sufficient financial resources to enable it to conduct its business effectively and meet its liabilities;
(v) the Valuer and any of its employees involved in valuing of the assets of the Trust, shall not, (i) invest in Units or in the assets being valued; and (ii) sell the assets or Units held prior to being appointed as the valuer, until the time the Valuer is designated as the valuer of the Trust and not less than six months after ceasing to be valuer of the Trust;
(vi) the Valuer shall conduct valuation of the Trust's assets with transparency and fairness and shall render, at all times, high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment;
(vii) the Valuer shall act with independence, objectivity and impartiality in performing the valuation;
(viii) the Valuer shall discharge its duties towards the Trust in an efficient and competent manner, utilizing its knowledge, skills and experience in best possible way to complete given assignment;
(ix) the Valuer shall not accept remuneration, in any form, for performing a valuation of the Trust's assets from any person other than the Trust or its authorized representative;
(x) the Valuer shall before accepting any assignment from any related party of the Trust, disclose to the Trust any direct or indirect consideration which the valuer may have in respect of such assignment;
(xi) the Valuer shall disclose to the Trust any pending business transactions, contracts under negotiation and other arrangements with the investment manager or any other party whom the Trust is contracting with and any other factors that may interfere with the Valuer's ability to give an independent and professional valuation of the assets;
(xii) the Valuer shall not make false, misleading or exaggerated claims in order to secure assignments;
(xiii) the Valuer shall not provide misleading valuation, either by providing incorrect information or by withholding relevant information;
(xiv) the Valuer shall not accept an assignment which interferes with its ability to do fair valuation; and
(xv) the Valuer shall, prior to performing a valuation, acquaint itself with all laws or regulations relevant to such valuation.

Policy on Appointment of Auditor and Valuer ("Appointment Policy")

The Investment Manager has adopted a policy on the appointment of auditor of the Trust, pursuant to the resolution of the IM Board dated January 25, 2024. The key terms of the Appointment Policy are set out below:

Appointment of Auditor

(i) The Investment Manager, in consultation with the Trustee (as defined under the investment management agreement dated October 23, 2020, as amended ("**Investment Management Agreement**"), shall appoint the Auditor of the Trust, with respect to the activities in relation to the Trust, in a timely manner and in accordance with the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended, including any guidelines, circulars, notifications and clarifications notified thereunder ("**InvIT Regulations**").

(ii) The Auditor, so appointed, shall be one who has subjected itself to the peer review process of the Institute of Chartered Accountants of India ("**ICAI**") and who holds a valid certificate issued by the Peer Review Board of ICAI.

(iii) The Investment Manager shall determine the remuneration of the Auditor in consultation with the Trustee.

(iv) The Investment Manager shall ensure that if the removal of the Auditor and appointment of another auditor to the Trust is taken up at a meeting of the Unitholders at the request of the Unitholders, such removal of the Auditor shall be approved by the Unitholders in accordance with the InvIT Regulations.

(v) The Investment Manager shall, in consultation with the Trustee, appoint an Auditor for a maximum period as may be specified in the InvIT Regulations, provided that an Auditor, not being an individual, may be reappointed subject to and in accordance with the provisions of the InvIT Regulations.

(vi) In the event of any casual vacancy in the position of the Auditor, whether on account of resignation or otherwise, such casual vacancy shall be filled within 30 days by the board of directors of the Investment Manager. Approval for the appointment made by the board of directors of the Investment Manager shall be obtained from the unitholders of the Trust, in the manner prescribed under Regulation 22(4)(f), within 3 months from the date of such appointment; further, the Auditor so appointed shall hold office till the conclusion of the next annual meeting of the unitholders of the Trust.

(vii) The Investment Manager shall ensure that the audit of accounts of the Trust by the Auditor is done not less than once in a year and such report is submitted to the stock exchanges within the timelines prescribed under the InvIT Regulations.

(viii) The Auditor shall comply with the following conditions at all times:

(a) the Auditor shall conduct audit of the accounts of the Trust including both, the standalone and the consolidated financial statements, and draft the audit report based on the accounts examined by him and after taking into account the relevant accounting and auditing standards, as may be specified by the Securities and Exchange Board of India ("**SEBI**"), and shall comply with the requirements of the InvIT Regulations;

(b) the Auditor shall, to the best of his information and knowledge, ensure that the accounts and financial statements give a true and fair view of the state of the affairs of the Trust, including profit or loss and cash flow for the period and such other matters as may be specified by SEBI;

(c) the Auditor shall have a right of access at all times to the books of accounts and vouchers pertaining to activities of the Trust; and

(d) the Auditor shall have a right to require such information and explanation pertaining to activities of the Trust as he may consider necessary for the performance of his duties as Auditor, from the employees of Trust or holding company or parties to the Trust or holding company or the special purpose vehicle(s) or any other person in possession of such information.

(e) The auditor shall undertake a limited review of the audit of all the entities or companies whose accounts are to be consolidated with the accounts of the Trust as per the applicable Indian Accounting Standards (Ind AS) and any addendum thereto as defined in Rule 2(1) (a) of the Companies (Indian Accounting Standards) Rules, 2015, in such manner as may be specified by the Board.

(ix) The Investment Manager, in consultation with the Trustee, shall have the right to take all necessary steps to remove the Auditor who ceases to comply with the eligibility criteria required under the InvIT Regulations and applicable law. In case of removal of the auditor and appointment of another auditor to the Trust, approval from the Unitholders shall be required in accordance with the InvIT Regulations.

Appointment of Valuer

The Investment Manager has adopted a policy on the appointment of valuer of the Trust, pursuant to the resolution of the IM Board dated January 24, 2024. The key terms of the Appointment Policy are set out below:

(i) The Investment Manager, in consultation with Trustee (as defined under the investment management agreement dated October 23, 2020, as amended ("**Investment Management Agreement**"), shall appoint the Valuer of the Trust, with respect to the activities in relation to the Trust, in a timely manner and in accordance with the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended, including any guidelines, circulars, notifications and clarifications notified thereunder ("**InvIT Regulations**").

(ii) The Investment Manager shall have the power to determine the remuneration of the Valuer in consultation with the Trustee and the Trustee shall ensure that the remuneration of the Valuer is not linked to or based on the value of the assets being valued.

(iii) The Valuer shall not be an associate of the Sponsor (as defined under the Investment Management Agreement) or the Investment Manager or Trustee.

(iv) The Valuer shall have not less than five years of experience in valuation of infrastructure assets.

(v) A Valuer shall not undertake valuation of the same project for more than four years consecutively, provided that the Valuer may be reappointed after a period of not less than two years from the date it ceases to be the Valuer of the Trust.

(vi) The Valuer shall not undertake valuation of any assets in which it has either been involved with the acquisition or disposal within the last twelve months other than such cases where the Valuer was engaged by the Trust for such acquisition or disposal.

(vii) In the event of any casual vacancy in the position of the Valuer, whether on account of resignation or otherwise, such casual vacancy shall be filled within 60 days by the board of directors of the Investment Manager. Approval for the appointment made by the board of directors of the Investment Manager shall be obtained from the unitholders of the Trust, in the manner prescribed under Regulation 22(4)(f), within 3 months from the date of such appointment; further, the Valuer so appointed shall hold office till the conclusion of the next annual meeting of the unitholders of the Trust.

(viii) The Valuer shall comply with the following conditions at all times:

(a) the Valuer shall ensure that the valuation of the Trust Assets is impartial, true and fair and is in accordance with Regulation 21 of the InvIT Regulations;

(b) the Valuer shall ensure adequate and robust internal controls to ensure the integrity of its valuation reports;

(c) the Valuer shall ensure that it has sufficient key personnel with adequate experience and qualification to perform valuations;

(d) the Valuer shall ensure that it has sufficient financial resources to enable it to conduct its business effectively and meet its liabilities;

(e) the Valuer and any of its employees involved in valuing of the assets of the Trust , shall not:

- invest in units of the Trust or in the assets being valued; and
- sell the assets or units of the Trust held prior to being appointed as the Valuer

till the time such person is designated as Valuer of the Trust and not less than six months after ceasing to be Valuer of the Trust;

(f) the Valuer shall conduct valuation of the Trust Assets with transparency and fairness and shall render, at all times, high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment;

(g) the Valuer shall act with independence, objectivity and impartiality in performing the valuation;

(h) the Valuer shall discharge its duties towards the Trust in an efficient and competent manner, utilizing its knowledge, skills and experience in best possible way to complete given assignment;

(i) the Valuer shall not accept remuneration, in any form, for performing a valuation of the Trust Assets from any person other than the Trust or its authorized representative;

(j) the Valuer shall before accepting any assignment, from any related party of the Trust, disclose to the Trust, any direct or indirect consideration which the Valuer may have in respect of such assignment;

(k) the Valuer shall disclose to the Trust, any pending business transactions, contracts under negotiation and other arrangements with the Investment Manager or any other party whom the Trust is contracting with and any other factors that may interfere with the Valuer's ability to give an independent and professional valuation of the assets, and other necessary disclosures required under the InvIT Regulations;

(l) the Valuer shall not make false, misleading or exaggerated claims in order to secure assignments;

(m) the Valuer shall not provide misleading valuation, either by providing incorrect information or by withholding relevant information;

(n) the Valuer shall not accept an assignment which interferes with its ability to do fair valuation; and

(o) the Valuer shall, prior to performing a valuation, acquaint itself with all laws or regulations relevant to such valuation.

(ix) The Investment Manager in consultation with the Trustee shall have the right to take all necessary steps to remove the Valuer who ceases to comply with the eligibility criteria required under the InvIT Regulations and applicable law. If the removal of the Valuer and appointment of another valuer to the Trust is taken up at a meeting of the Unitholders at the request of the Unitholders, such removal of the Valuer shall be approved by the Unitholders in accordance with the InvIT Regulations.

CORPORATE GOVERNANCE

The section below is a summary of the corporate governance framework in relation to the Trust, implemented by or to be implemented by the Investment Manager

1. **Investment Manager**

Board of Directors

*Composition of the Board of Directors of the Investment Manager ("**IM Board**")*

In addition to the applicable provisions of the Companies Act and LODR Regulations (if applicable), the IM Board shall adhere to the following:

Quorum

The quorum for every meeting of the Board of Directors of the investment manager shall be one-third of its total strength or three directors, whichever is higher, including at least one independent director.

Frequency of meetings

The board of directors shall meet at least four times a year, with a maximum time gap of one hundred and twenty days between any two meetings

Sitting fee

The directors on the IM Board are entitled to a sitting fee for attending the meetings of the IM Board and its committees.

Committees of the board of directors

Name of the committee	Composition	Present Members	Quorum	Frequency of meetings
Nomination and Remuneration Committee	The Nomination and Remuneration committee shall consist of at least three directors. All directors should be non-executive independent directors as members. The chairperson of the committee should be an independent director and shall not be the chairperson on the IM Board.	Jagdip Narayan Singh, Subrata Kumar Mitra and Preeti Grover	The quorum shall be one third of the total strength of the committee or two members whichever is higher including at least one independent director.	The nomination and remuneration committee shall meet periodically, as it deems fit, and in any case at least once in a year.
Audit Committee	The audit committee should comprise of minimum 3 directors as members, of which at least 2/3rd shall be independent directors. All the members shall be financially literate, having the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows and with at least one member having accounting or	Subrata Kumar Atindra Mitra, Jagdip Narayan Singh, Rajeev Uberoi and Lubna Usman	The quorum shall be one third of the total strength of the committee or two members whichever is higher including at least two independent directors.	The audit committee shall meet at least four meetings in a financial year and not more than 120 days shall elapse between two such meetings.

Name of the committee	Composition	Present Members	Quorum	Frequency of meetings
	related financial management expertise, wherein he shall be considered to have accounting or related financial management expertise if he or she possesses experience in finance or accounting, or requisite professional certification in accounting, or any other comparable experience or background which results in the individual's financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities. The audit committee at its discretion shall invite the finance director or head of the finance function, head of internal audit and a representative of the statutory auditor and any other such executives to be present at the meetings of the committee. The Chairman should be an independent director.			
Stakeholders' Relationship Committee	The stakeholders' relationship committee should comprise of minimum 3 directors as members, of which at least 1 shall be an independent director. The chairman shall be an independent director.	Preeti Grover, Rajeev Uberoi and Lubna Usman	The quorum shall be one third of the total strength of the committee or two members whichever is higher including at least one independent director.	The stakeholders' relationship committee shall meet periodically, as it deems fit, and in any case at least once in a year.
Risk Management Committee	The risk management committee should comprise of minimum 3 members with majority of them being members of the board of directors, of which atleast 1 member shall be independent director. Senior executives may be appointed as members of the risk management committee. The chairman of	Rajeev Uberoi, Jagdip Narayan Singh and Lubna Usman	The quorum shall be one third of the total strength of the committee or two members whichever is higher including at least one member of the board of directors in attendance.	The risk management committee shall meet periodically, as it deems fit, and in any case at least twice in a year with a maximum gap of 180 days between any two successive meetings.

Name of the committee	Composition	Present Members	Quorum	Frequency of meetings
	the Risk Management Committee shall be a member of the board of directors.			
Operations & Maintenance Committee*	The operations & maintenance committee comprises of the chief executive officer and chief financial officer.	Danny Samuel and Milind Gandhi	The quorum shall be all members.	The operations committee shall convene its meeting as it deems fit.

For details of the scope of each committee, please see below.

Nomination and Remuneration Committee

Terms of reference of the Nomination and Remuneration Committee

The key terms of reference of the Nomination and Remuneration Committee include the following:

a. Formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the board of directors a policy relating to, the remuneration of the directors, key managerial personnel and other employees.

b. For every appointment of an independent director, the Nomination and Remuneration Committee shall evaluate the balance of skills, knowledge and experience on the board of directors and on the basis of such evaluation, prepare a description of the role and capabilities required of an independent director. The person recommended to the board of directors for appointment as an independent director shall have the capabilities identified in such description. For the purpose of identifying suitable candidates, the Nomination and Remuneration Committee may:

   (i) use the services of an external agencies, if required;
   (ii) consider candidates from a wide range of backgrounds, having due regard to diversity; and
   (iii) consider the time commitments of the candidates.

c. Formulation of criteria for evaluation of performance of independent directors and the board of directors.

d. Devising a policy on diversity of board of directors.

e. Identifying persons who are qualified to become directors and who may be appointed in senior management in accordance with the criteria laid down and recommend to the board of directors their appointment and removal.

f. Whether to extend or continue the term of appointment of the independent director, on the basis of the report of performance evaluation of independent directors.

g. Recommend to the board of directors, all remuneration, in whatever form, payable to senior management.

Audit Committee

Terms of reference of the Audit Committee

The terms of reference of the Audit Committee include the following:

The role of the Audit Committee shall include the following:

a. Oversight of the listed entity's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible.

b. Recommendation for appointment, remuneration and terms of appointment of auditors of the listed entity.

c. Approval of payment to statutory auditors for any other services rendered by the statutory auditors.

d. Reviewing, with the management, the annual financial statements and auditor's report thereon before submission to the board for approval, with particular reference to:
   (i) matters required to be included in the director's responsibility statement to be included in the board of directors' report in terms of clause (c) of sub-section (3) of Section 134 of the Companies Act, 2013;
   (ii) changes, if any, in accounting policies and practices and reasons for the same;
   (iii) major accounting entries involving estimates based on the exercise of judgment by management;
   (iv) significant adjustments made in the financial statements arising out of audit findings;
   (v) compliance with listing and other legal requirements relating to financial statements;
   (vi) disclosure of any related party transactions;
   (vii) modified opinion(s) in the draft audit report;

e. Reviewing, with the management, the quarterly financial statements before submission to the board for approval.

f. Reviewing, with the management, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document / prospectus / notice and the report submitted by the monitoring agency monitoring the utilisation of proceeds of a public issue or rights issue or preferential issue or qualified institutions placement, and making appropriate recommendations to the board to take up steps in this matter.

g. Reviewing and monitoring the auditor's independence and performance, and effectiveness of audit process.

h. Approval or any subsequent modification of transactions of the listed entity with related parties.

i. Scrutiny of inter-corporate loans and investments.

j. Valuation of undertakings or assets of the listed entity, wherever it is necessary.

k. Evaluation of internal financial controls and risk management systems.

l. Reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems.

m. Reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;

n. Discussion with internal auditors of any significant findings and follow up there on.

o. Reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the board.

p. Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern.

q. To look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors.

r. To review the functioning of the whistle blower mechanism.

s. Approval of appointment of chief financial officer after assessing the qualifications, experience and background, etc. of the candidate.

t. Reviewing the utilization of loans and/ or advances from/investment by the holding company in the subsidiary exceeding ₹1000.00 million or 10.00% of the asset size of the subsidiary, whichever is lower including existing loans / advances / investments existing as on the date of coming into force of this provision.

u. Consider and comment on rationale, cost-benefits and impact of schemes involving merger, demerger, amalgamation etc., on the listed entity and its shareholders.

The audit committee shall mandatorily review the following information:

a. Management discussion and analysis of financial condition and results of operations.

b. Management letters / letters of internal control weaknesses issued by the statutory auditors.

c. Internal audit reports relating to internal control weaknesses.

d. The appointment, removal and terms of remuneration of the chief internal auditor shall be subject to review by the Audit Committee.

e. Statement of deviations:
   (i) quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) in terms of Regulation 32(1) of the LODR Regulations.
   (ii) annual statement of funds utilized for purposes other than those stated in the offer document/prospectus/notice in terms of Regulation 32(7) of the LODR Regulations.

Stakeholders' Relationship Committee

Terms of reference of the Stakeholders' Relationship Committee

The terms of reference of the Stakeholders' Relationship Committee include the following:

a. Resolving the grievances of the security holders of the listed entity including complaints related to transfer/transmission of shares, non-receipt of annual report, non-receipt of declared dividends, issue of new/duplicate certificates, general meetings etc.

b. Review of measures taken for effective exercise of voting rights by shareholders.

c. Review of adherence to the service standards adopted by the listed entity in respect of various services being rendered by the registrar and share transfer agent.

d. Review of the various measures and initiatives taken by the listed entity for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants/annual reports/statutory notices by the shareholders of the Company.

Risk Management Committee

Terms of reference of the Risk Management Committee

The terms of reference of the Risk Management Committee include, amongst others, the following:

a. To formulate a detailed risk management policy which shall include:

   (i) a framework for identification of internal and external risks specifically faced by the listed entity, in particular including financial, operational, sectoral, sustainability (particularly, ESG related risks),

information, cyber security risks or any other risk as may be determined by the Risk Management Committee;

(ii) measures for risk mitigation including systems and processes for internal control of identified risks; and

(iii) business continuity plan.

b. To ensure that appropriate methodology, processes and systems are in place to monitor and evaluate risks associated with the business of the Company;

c. To monitor and oversee implementation of the risk management policy, including evaluating the adequacy of risk management systems;

d. To periodically review the risk management policy, at least once in two years, including by considering the changing industry dynamics and evolving complexity;

e. To keep the board of directors informed about the nature and content of its discussions, recommendations and actions to be taken;

f. The appointment, removal and terms of remuneration of the chief risk officer (if any) shall be subject to review by the Risk Management Committee.

Operations & Maintenance Committee

Terms of reference of the Operations & Maintenance Committee

The terms of reference of the Operations & Maintenance Committee include the following with respect to each of the InvIT assets:

a. Review and approval of budget for operations and maintenance ("**O&M**") and major maintenance ("**MM**") work.

b. Award of O&M contracts to contractors/ sub-contractors/ agencies.

c. Award of MM contracts to the contractors/ sub-contractors/ agencies.

d. Amendment/ enhancement/ extension of work orders awarded to the contractors/ sub-contractor/ agencies for O&M and MM.

e. Approving the main terms and conditions of the contracts/ work order to be issued to the contractors/ sub-contractors/ agencies for O&M and MM.

f. Revision in rates and work orders value for contracts given to the contractors/ sub-contractors/ agencies including reimbursement statutory payments.

g. Approve the process for inviting bids/tenders including any deviations/ exceptions as may be required on a case to case basis.

h. Reviewing of the performance of the contractors/ agencies appointed for O&M and MM contracts and initiating actions for termination of the contracts for failure to perform the works in accordance with the contract award or any other reason and such other actions as may be desired.

i. Approving of inviting bids through a public auction process for auction of tolling rights and approving the final bids so received.

j. Approving modifications/ changes/ termination of any O&M, MM and toll auction contracts already awarded.

Policies of the Trust

The Investment Manager (on behalf of itself and the Trust) has adopted certain policies for corporate governance, key terms of which are set out below.

1. **Policy on Unpublished Price Sensitive Information and Dealing in Units by Parties to the Trust ("UPSI Policy")**

The Investment Manager has adopted the UPSI Policy pursuant to a resolution of the IM Board on January 25, 2024. The purpose of the policy is to ensure that Trust comply with applicable laws, including the InvIT Regulations, as amended or supplemented or such other laws, regulations, rules or guidelines prohibiting insider trading and governing disclosure of material, unpublished price sensitive information ("**UPSI**"). The key principles of the UPSI Policy are set out below:

a. The Investment Manager shall promptly disclose to the public, all UPSI that would impact price discovery, no sooner than credible and concrete information comes into being in order to make such information generally available;

b. The compliance officer, in consultation with the senior management of the Investment Manager, shall be responsible for deciding whether a public announcement is necessary for verifying or denying rumours and then making the disclosure, in accordance with the procedure specified in the policy for disclosure of material events and information;

c. The compliance officer, in consultation with the IM Board, shall also make an appropriate and fair response to the queries on news reports and requests for verification of market rumours by regulatory authorities, in accordance with the procedure specified in the policy for disclosure of material events and information.

d. While dealing with analysts or research persons or large investors like institutions, the Investment Manager shall provide only public information. Alternatively, the information given to analysts or research persons shall be simultaneously made public at the earliest; and

e. The Investment Manager shall handle all UPSI on a "need to know" basis.

2. **Policy for Disclosure of Material Events and Information ("Materiality of Information Policy")**

The Investment Manager has adopted the Materiality of Information Policy pursuant to a resolution of the IM Board on January 25, 2024, in relation to the Trust. The Materiality of Information Policy has the key objective to ensure that the Trust complies with the disclosure obligations that are applicable to it as a privately-placed, listed InvIT and that any material information and/or event in relation to the Trust is disclosed in a timely and transparent manner and the same are accurate and do not contain any misstatements or misrepresentations. The policy also aims to protect the confidentiality of material / price sensitive information within the context of the Trust's disclosure obligations and to provide a framework that supports and fosters confidence in the quality and integrity of the information released by the Trust. The key terms of the policy are set out below:

a. The compliance officer, in consultation with the chief executive officer and the chief financial officer, is authorised to determine the materiality of an event or information and to make appropriate disclosure on a timely basis. S/he shall have the power to ask for any information or clarifications from the management in this regard.

b. The information covered by this policy shall include "information related to the Trust's business, operations, or performance, which has a significant effect on securities investment decisions" **("Material Information")** that the Trust is required to disclose in a timely and appropriate manner by applying the guidelines for assessing materiality.

c. The policy lays down qualitative and quantitative criteria for determination of materiality of events/information other than for the deemed material information which is to be disclosed without any application of the materiality criteria.

d. Pursuant to Regulation 23 of the InvIT Regulations, the Investment Manager is obligated to prepare and submit half-yearly and annual reports, containing certain prescribed disclosures, to the Stock Exchanges and the unitholders. The provisions of the policy shall also be applicable whilst determining the materiality of any events and/or information required to be disclosed in such periodic reports.

3. **Borrowing Policy of the Trust ("Borrowing Policy")**

The Investment Manager has adopted a borrowing policy pursuant to a resolution of the Board of Directors of the Investment Manager (**"IM Board"**) dated January 25, 2024. The Investment Manager shall ensure that all funds borrowed in relation to the Trust are in compliance with the InvIT Regulations. Accordingly, the IM Board has formulated the Borrowing Policy to outline the process for borrowing monies in relation to the Trust. The key terms of the Borrowing Policy include, among other things, the following:

a. The Investment Manager shall ensure that all funds borrowed in relation to the Trust are in compliance with the InvIT Regulations.

b. In the event the aggregate consolidated borrowings and deferred payments of the Trust, holding companies and the SPVs, net of cash and cash equivalents, exceed any thresholds prescribed under the InvIT Regulations in this regard, any further borrowings by the Trust shall be availed in accordance with the requirements prescribed under the InvIT Regulations, including any approval from unitholders under Regulation 22 of the InvIT Regulations.

c. The Trust may raise debt and avail borrowings and deferred payments from time to time, including through (i) issuance of debt securities, in the manner specified by the SEBI, and (ii) availing loans from banks and financial institutions in accordance with applicable law (including the InvIT Regulations). The Trust shall be permitted to borrow monies through any permitted means, by any instrument, in Indian or foreign currency, as permitted by applicable law, including as prescribed by the Reserve Bank of India.

d. The Trust shall be permitted to borrow monies, subject to the approval of the IM Board and/or such other committee of the IM Board as may be constituted in this regard. The Investment Manager may engage such intermediaries as may be necessary to facilitate the borrowings in relation to the Trust, holding companies or SPVs at such remuneration as may be reasonable and at arm's length.

e. The Trust acting through the Trustee shall, in consultation with the Investment Manager, have the power to secure the payment of any sum of money for and on behalf of the Trust in such manner and upon such terms and conditions in all respects as it deems fit including by mortgage or pledge or charge upon all or any Trust Assets (as defined in the Trust Deed), present or future. Any such obligation will not allow the Investment Manager to make the liabilities of the Trust or its Unitholders unlimited.

4. **Policy on appointment of the auditor of the Trust**

The Investment Manager has adopted a policy on appointment of the auditor of the Trust pursuant to a resolution of its board of directors on January 25, 2024. For details of the appointment policy of the auditor in relation to the Trust, please see the section "*Other Parties involved in the Trust – Policy on appointment of Auditor*" on page 131.

5. **Policy on appointment of the valuer of the Trust**

The Investment Manager has adopted a policy on appointment of the valuer of the Trust pursuant to a resolution of its board of directors on January 25, 2024. For details of the appointment policy of the valuer in relation to the Trust, please see the section "*Other Parties involved in the Trust – Policy on appointment of Valuer*" on page 131.

6. **Distribution Policy**

The Investment Manager has adopted a distribution policy in relation to Trust pursuant to a resolution of its board of directors on January 25, 2024. For details of the Distribution Policy, please see the section "*Distribution*" on page

265.

7. **Policy on Related Party Transactions ("RPT Policy")**

The Investment Manager has adopted a RPT Policy pursuant to a resolution of its board of directors on January 25, 2024. For details of the RPT Policy, please see the section "*Related Party Transactions*" on page 300.

8. **Policy for familiarization programmes for independent directors ("Familiarization Policy")**

The Investment Manager has adopted the Familiarization Policy pursuant to a resolution of its board of directors on January 25, 2024. The key terms of the Familiarization Policy are set out below:

a. The Investment Manager shall conduct orientation programmes / presentations / training sessions, periodically at regular intervals, to familiarize the independent directors with the strategy, operations and functions of the Trust.

b. Such orientation programmes / presentations / training sessions will provide an opportunity to the independent directors to interact with the senior leadership team of the Investment Manager and help them to understand the Investment Manager's and Trust's strategy, business model, structure, operations, markets, organization structure, finance, human resources, technology, risk management strategy, strategy, governance policies and such other areas as deemed necessary.

c. The programmes / presentations shall also familiarize the independent directors with their roles, rights and responsibilities.

d. The Investment Manager may include such other details and information, as required, during the introductory familiarization programme / presentation, when a new independent director comes on the IM Board.

e. The Investment Manager may periodically review this programme and make suitable revisions, as may be deemed necessary, from time to time.

f. The Investment Manager shall present the quarterly reports on the projects operated by the SPVs of the Trust before the independent directors for review, before submission of the reports to the trustee as required under the InvIT Regulations.

g. The programme will be conducted at least once a year on an "as needed" basis.

9. **Risk Management Policy ("RM Policy")**

The Investment Manager has adopted the RM Policy pursuant to a resolution of its board of directors on January 25, 2024. The RM Policy aims to provide a framework for identification and management of risks associated with the business of the Trust. The key terms of the RM Policy are set out below:

a. *Principles of risk management:*

   (i) The Risk Management Committee shall provide reasonable assurance in protection of business value of the Trust from uncertainties and consequent losses.
   (ii) All concerned process owners of the Investment Manager shall be responsible for identifying & mitigating key Risks in their respective domain.
   (iii) The occurrence of risk, progress of mitigation plan and its status will be monitored on periodic basis.
   (iv) The risk managers at the level of the Trust would include the Chief Executive Officer, Chief Financial Officer and Compliance Officer of the Investment Manager, as applicable.
   (v) The risk management committee shall have minimum three members with majority of them being members of the IM Board, including at least one independent director. The chairperson of the risk management committee shall be a member of the board of directors. The risk management committee shall meet at least twice in a year.

b. *Risk Management Procedures:*

Risk management process includes four activities:

(i) Risk identification;
(ii) Risk assessment;
(iii) Risk mitigation and monitoring; and
(iv) Reporting.

c. *Risk identification:*

The purpose of risk identification is to identify internal and external risks specifically faced by the Trust, in particular including financial, operational, sectoral, sustainability (particularly, environment, social and governance related risks), information, personnel, reputational, regulatory, technology, political, litigation, cyber security risks or any other risk as may be determined by the risk management committee and identify all other events that can have an adverse impact on the achievement of the business objectives. All Risks identified are documented in the form of a risk register. The risk register incorporates risk description, category, classification, mitigation plan, responsible function / department.

d. *Risk assessment:*

Assessment involves quantification of the impact of risks to determine potential severity and probability of occurrence. Each identified risk is assessed on two factors which determine the risk exposure:

(i) Impact if the event occurs

(ii) Likelihood of event occurrence

Risk Categories: It is necessary that risks are assessed after taking into account the existing controls, so as to ascertain the current level of risk. Based on the above assessments, each of the risks can be categorized as – low, medium and high.

e. *Risk mitigation:*

All identified risks should be mitigated using any of the following risk mitigation plans:

(i) Risk avoidance: by not performing an activity that could carry risk. Avoidance may seem the answer to all risks but avoiding risks also means losing out on the potential gain that accepting (retaining) the risk may have allowed;
(ii) Risk transfer: mitigation by having another party to accept the risk, either partial or total, typically by contract or by hedging / insurance;
(iii) Risk reduction: Employing methods/solutions that reduce the severity of the loss; and
(iv) Risk retention: Accepting the loss when it occurs. Risk retention is a viable strategy for small risks where the cost of insuring against the risk would be greater than the total losses sustained. All risks that are not avoided or transferred are retained by default.

f. *Monitoring and reviewing risks:*

The risk management committee shall formulate the policies for effective identification, monitoring, mitigation of the risks. The secretary of the risk management committee shall maintain the risk register. Internal audit committee reviews the risk register once a year and adds any new material risk identified to the existing list. These will be taken up with respective functional head for its mitigation. Existing process of risk assessment of identified risks and its mitigation plan will be appraised by the risk management committee to the IM Board on an annual basis.

10. **Policy on Succession Planning for the Board of Directors and Senior Management ("Succession Policy")**

The Investment Manager has adopted the Succession Policy pursuant to a resolution of its board of directors on January 25, 2024**.** The key terms of the Succession Policy are set out below:

a. The objectives of the Succession Policy are, *inter alia*, as under:

   (i) To identify and nominate suitable candidates for the board of director's approval to fill vacancies which may arise in the board of directors from time to time;

   (ii) To identify the competency requirements of critical and key positions, assess potential candidates and develop required competency through planned development and learning initiatives;

   (iii) To identify the key job incumbents in senior management positions and recommend whether the concerned individual be granted an extension in term/service or be replaced with an identified internal or external candidate or recruit other suitable candidate(s); and

   (iv) To ensure the systematic and long-term development of individuals in the senior management level to replace as and when the need arises due to deaths, disabilities, retirements, and other unexpected occurrence.

b. The nomination and remuneration committee shall review the leadership and management needs of the Investment Manager from time to time. The nomination and remuneration committee shall assess the suitability of a person who is being considered for appointment as a director of the Investment Manager, based on his / her educational qualification, experience, expertise and track record and shall recommend to the IM Board, the terms and conditions of his/her appointment, including remuneration.

c. The nomination and remuneration committee may, at its discretion, recommend to the IM Board, appointment of suitable candidate(s) in senior management level with a view to ensure a continuous availability of managerial talent at senior levels to meet the organizational needs.

d. The recommendations of the nomination and remuneration committee shall be placed before the IM Board for approval. The senior management team shall always strive to develop in-house capabilities by enriching work exposure.

11. **Investor Grievance Redressal Policy**

The Investment Manager has adopted an Investor Grievance Redressal Policy pursuant to a resolution of its board of directors on January 25, 2024. The policy aims to provide efficient services to the investors and to effectively address and redress the grievances of the investors of the Trust in a timely manner.

As per the policy, all investors communication or grievances in relation to following matters shall be addressed by the registrar and transfer agents of the Trust within 5 working days from the date of receipt of such grievance or communication.

a. Issue or non-receipt of TDS certificates/ Form 64B,
b. Request for copy of annual report,
c. Non-receipt of distribution or interest,
d. Request for providing details of distribution and interest paid,

Furthermore, all investors grievance or communication regarding re-processing of distribution or interest and all other grievance or communication not specifically covered in this policy should be addressed by the registrar and transfer agents of the Trust within 10 working days from the date of receipt of such grievance or communication.

In case the registrar and transfer agents of the Trust requires any additional information or supporting document to address such grievance or communication, the return communication stating details of desired information or document should be released within respective stipulated turnaround time. After receipt of requested information or

document, the registrar and transfer agents of the Trust should address such grievance or communication within respective stipulated turnaround time.

With a view to ensure greater transparency and as a part of the Trust's investor-friendly initiatives, the board of directors has considered it appropriate and desirable to formally document the present guidelines with respect to classification of securityholders' communication through the policy.

General principle guiding classification of securityholders' communication

a. Multiple correspondence / communications or reminders received for the same matter within the stipulated turnaround time in this Policy for handling of the query / communication will be treated as one complaint.
b. If a query is resolved after the stipulated turnaround time and there is no reminder from the securityholder during such time period, such query will not be treated as complaint.
c. In case of any ambiguity, the company secretary shall be the sole authority to decide on the nature and classification of the communication and the decision of the company secretary shall be final and binding.

The policy also lays down the investor grievance redressal mechanism.

12. **Nomination and Remuneration Policy**

The Investment Manager has adopted a Nomination and Remuneration Policy pursuant to a resolution of its board of directors on January 25, 2024. The key terms of the Nomination and Remuneration Policy are set out below:

Nomination and remuneration committee charter-

The following matters shall be dealt with by the nomination and remuneration committee:

a. It shall periodically review the size and composition of the board of directors to have an appropriate mix of executive and independent directors to maintain its independence and separate its functions of governance and management and to ensure that it is structured to make appropriate decisions, with a variety of perspectives and skills, in the best interests of the Investment Manager;

b. Basis the criteria determined by the committee on the qualifications, positive attributes and independence of a director, review and recommend the candidates to be appointed as director, having regard to qualifications, integrity, expertise and experience for the position.

c. To formulate the performance criteria and framework for evaluation of performance of every director on the board of directors or engage with a third party facilitator to do so.

d. To decide whether to extend or continue the term of appointment of independent directors.

e. To devise a policy on the diversity of the board of directors.

f. The committee shall act in compliance with the InvIT Regulations.

g. The committee shall act in compliance with the provisions of the Companies Act, 2013 on managerial remuneration and shall review and recommend to the board of directors on the remuneration payable to directors/key management personnel/senior management/ other employees subject to the approval of shareholders if necessary:-

    (i) The remuneration payable to directors including sitting fees/commission payable to the directors for their participation at the board of directors and committees thereof including any revisions thereof;

    (ii) the remuneration policies for key management personnel and senior management including base pay, incentive payments, equity awards, retirement rights, severance pay if any and service contracts having regard the need to:

a. attract and motivate talent to pursue the Investment Manager's long term growth;
b. demonstrate a clear relationship between compensation and performance;
c. balance between fixed and incentive pay reflecting short and long-term performance objectives as appropriate for the Investment Manager and its goals

(iii) need for any insurance to be obtained by the Investment Manager on behalf of its directors, key management personnel and senior management for indemnifying them against any liability; the premium paid on such insurance shall not be treated as part of the remuneration payable to any such personnel. Provided that if such person is proved to be guilty, the premium paid on such insurance shall be treated as part of the remuneration.

(iv) the compensation for other employees would be as per the compensation policy of the Investment Manager, as revised through the annual compensation review process from time to time, which is reviewed and recommended by the chief executive officer, in consultation with the Head- HR.

Board diversity-

The committee shall ensure that the board of directors shall have an optimum combination of non-independent, independent and woman directors in accordance with requirements of the InvIT Regulations, SEBI Listing Regulations and other statutory, regulatory and contractual obligations of the Investment Manager and the Trust. The Board shall consist of not less than one woman independent director.

13. **Whistleblower Policy**

The Investment Manager has adopted a Whistleblower Policy pursuant to a resolution of its board of directors on January 25, 2024. The key terms of the Whistleblower Policy are set out below:

a. Protected Disclosures, as defined below, should be addressed to the chairman of the audit committee (**"Authority"**) of the Investment Manager for investigation under a sealed envelope.
"Protected Disclosures" means any written or anonymous communication made in good faith that discloses or demonstrates information, about the Investment Manager or its subsidiary(ies), that may evidence unethical or improper activity.

b. If a Protected Disclosure is received by any executive of the Investment Manager other than the Authority, the same should be forwarded unopened by such executive to the Authority for further appropriate action. Reasonable care shall be taken by such executive to keep the identity of the whistle blower confidential.

c. Protected Disclosures should be reported in writing in an easy and understandable manner, so as to ensure a clear communication of the issues raised and should preferably be typed, or alternatively, written in legible handwriting.

d. The Protected Disclosure should be forwarded under a covering letter which shall bear the identity of the whistle blower. This is to ensure that the Authority may interview the whistle blower, if required. Upon receipt of the covering letter, the Authority shall detach the same and forward only the Protected Disclosure to the investigators for investigation.

e. Protected Disclosures should be factual and not speculative or in the nature of a conclusion and should contain as much specific information as possible to allow for proper assessment of the nature and extent of the concern and the urgency of a preliminary investigative procedure.

f. On receipt of a communication that discloses or demonstrates information, about the Investment Manager or its subsidiary(ies), that may evidence unethical or improper activity (**"Communication"**), the Authority shall first ascertain that (a) the Communication is made in good faith, (b) that the Communication is not prima facie frivolous in nature, basis facts and circumstances shared, and (c) that the Communication is complete. If the

Communication is not complete in terms of the information so provided, the Authority shall request the whistle blower to share additional information to the extent required to determine the true nature of the Communication.

g. Thereafter, the Authority shall immediately share the Communication along with all relevant information gathered and call for a meeting of the audit committee to investigate the matter. The Audit Committee shall investigate the matter either by itself or shall take assistance of a third party (independent and neutral consultant) to investigate the matter.

h. If the Authority considers the Communication frivolous, it shall make a notation of it and nevertheless forward it to the audit committee for it to take a decision as to whether the Communication needs to be further investigated or rejected for its frivolous nature or being made in bad faith. The audit committee shall provide proper reasons as to why a Communication is rejected, if it so decides not to further investigate it.

The policy lays down following guidelines regarding the protection received by the whistle blower:

a. No unfair treatment will be meted out to a whistle blower by virtue of his/her having reported a Protected Disclosure under this policy.

b. The Investment Manager condemns any kind of discrimination, harassment, victimization or any other unfair employment practice being adopted against whistle blowers. Complete protection will, therefore, be given to the whistle blowers against any unfair practice like retaliation, threat or intimidation of termination/suspension of service, disciplinary action, transfer, demotion, refusal of promotion, or the like including any direct or indirect use of authority to obstruct the whistle blower's right to continue to perform his duties/functions including making further Protected Disclosure.

c. The Investment Manager shall take steps to minimize difficulties, which the whistle blower may experience as a result of making the Protected Disclosure. Thus, if the whistle blower is required to give evidence in criminal or disciplinary proceedings, the Investment Manager will arrange for the whistle blower to receive advice about the procedure, etc.

d. Any other employee assisting in the investigation process under this policy shall also be protected to the same extent as the whistle blower.

The policy also lays down a reporting requirement as per which the investigators shall submit a report to the audit committee on a regular basis about all Protected Disclosures referred to him/her since the last report together with the results of investigations, if any.

14. **Anti-Money Laundering Policy ("AML Policy")**

The Investment Manager has adopted an AML Policy pursuant to a resolution of its board of directors on January 25, 2024. The AML Policy aims to establish the controls around prevention of money laundering in the Trust. It is applicable to the Trust, the SPVs**,** and the Investment Manager, project manager, sponsor, sponsor groups (as defined under the InvIT Regulations) and trustee(s) of the Trust (collectively referred to as the **"Trust Entities"**). The key terms of the policy are set out below:

a. The AML Policy has the following objectives:

(i) To create awareness among all directors, officers, employees, vendors, agents, representatives, staff, consultants and other associated persons/business partners of the Trust Entities (collectively referred to as the **"Trust Personnel"**) about the legal and regulatory framework for anti-money laundering requirements;

(ii) To interpret the obligations under the Prevention of Money Laundering Act, 2002 **("PMLA")** and the rules notified thereunder, and how they may be implemented in practice; and

(iii) To align the Trust Entities' operations with best industry practices in anti-money laundering procedures.

b. The AML policy puts following obligations on the compliance officer:

(i) Monitoring the Trust Entities with regards to the compliance with PMLA and, overseeing communication and training for the Trust personnel.

(ii) Ensure that Trust Entities keep and maintain all records as required under the PMLA and other applicable laws for such periods as prescribed.

(iii) Based on facts and circumstances of an incident covered in the report received by the compliance officer, he/she shall take one or more steps, such as:

a. conducting a probe into the incident himself/herself;

b. setting up an internal inquiry into the incident;

c. in case of Aggravated Cases, as defined below, determine and recommend whether the incident should be reported to the appropriate authority as specified under PMLA.

("**Aggravated Cases**" shall mean incidents of money laundering that need to be reported to the relevant regulatory or enforcement authorities, for example the Financial Intelligence Unit, India. All Aggravated Cases must be escalated, without delay, to the designated director).

(iv) In case of violations of the AML Policy, the compliance officer shall, after considering inputs, if any, from the designated director, have the discretion to do the following:

a. **Corrective Action:** If necessary, corrective actions shall be prescribed by the compliance officer to Trust Personnel for implementation.

b. **Penalties:** The compliance officer shall, based on the investigation reports (if any) have the discretion to recommend appropriate disciplinary action, including suspension, wage freeze, recovery, clawback and termination of service, against such a defaulting Trust Personnel. Depending on the nature and scale of default of the AML Policy, the compliance officer may also recommend to the board of directors to commence civil and/or criminal proceedings against such Trust Personnel in order to enforce remedies available to the Trust Entities under applicable laws.

c. Ensure that order of attachment or complaint has been filed by a person authorized to investigate the offence before the relevant magistrate or court in terms of the PMLA.

c. The AML Policy also obligated the compliance officer to raise awareness of the employee(s)/director(s)/personnel of the Trust and parties to the trust on the risks, ability to identify such transactions and report to the correct authority. Training sessions should be periodically conducted among employees to keep them updated on the latest amendments to anti-money laundering laws, internal controls, legal requirements and reporting authority.

15. Policy on Acquisition and Funding ("Acquisition Policy")

The Investment Manager has adopted an Acquisition Policy pursuant to a resolution of its board of directors on January 25, 2024. The Acquisition Policy aims to provide a policy in respect of acquisition of any future SPVs by the Trust, and any funding that may be availed by the Trust in respect thereof. Following are the key terms of the Acquisition Policy.

a. As per this policy, the Trust shall be entitled to acquire a future SPV, subject to compliance with this policy and applicable law, provided that such future SPV meets each of the following criteria:

(i) has residual revenue generating period of not less than 3 years;

(ii) is a completed and revenue generating asset or, in the reasonable assessment of the Investment Manager, could be converted into a completed and revenue generating asset over the next 18 months; and

(iii) there are no substantial risks which, in the reasonable assessment of the Investment Manager, may lead to suspension or termination of the revenues.

A future SPV that meets each of the aforesaid criteria shall be deemed an "**Eligible SPV**".

b. This policy also requires preparation of an annual acquisition plan at the beginning of each financial year that shall include details in relation to the likely target assets, estimated valuation, potential sources of funding, estimated expenses for due diligence, means of finance and plan of funding for the proposed acquisitions, along with other transaction related costs.

c. The independent evaluation for all potential acquisition opportunities shall be undertaken by the Investment Manager, including carrying out a detailed diligence exercise. If required, the Investment Manager may empanel key advisors with relevant experience and credentials for carrying out various work streams of due diligence, such as technical evaluation, legal and regulatory, finance, accounting and tax, human resources, environment, health and safety (EHS), secretarial, insurance advisors. This is only an indicative list and may be modified depending upon the nature and size of the target assets.

d. The Trust shall be obligated to repay any and all shareholder loans or advances held by any person in such Eligible SPV.

e. Any offer or an invitation to offer, made by any person (**"Seller"**) in relation to an Eligible SPV controlled by such Seller, shall be presented by any member of the key management team of the Investment Manager to the board of directors of the Investment Manager. Such an offer shall, among other things, set-out the non-binding offer and the information including, the price, the details of the Seller and its nominees, and the terms of the sale proposed by the Seller.

f. The Trust shall meet its funding requirements, including funding for acquisition of any Eligible SPVs and for capital expenditure requirements for any capacity augmentation, in accordance with the terms set out in the Acquisition Policy.

g. As per the policy, subject to applicable law and the Borrowing Policy, the Trust may avail additional debt (along with provision of security for such debt) for funding the acquisition of any Eligible SPVs if the following conditions are complied with:

(i) the aggregate consolidated borrowings and deferred payments of the Trust, at a consolidated level, shall not exceed such limit as prescribed under applicable law;

(ii) the debt is availed at commercially reasonable terms as may be determined by the board of directors. The Investment Manager shall ensure that the Trust does not undertake any obligation which would result in its liabilities exceeding the value of the total assets of the Trust;

(iii) the terms of any debt proposed to be availed require complete repayment at least one year prior to the expiry of the relevant concession agreement of the Eligible SPV; and

(iv) the average debt service coverage ratio on a consolidated letter is not less than 1.75 times.

h. If the funding requirement of the Trust are not fulfilled for acquisition of any Eligible SPVs post utilisation of debt availed as per point (e) above, subject to compliance with applicable law, the Trust may utilise such portion of its distributable income as are set aside as reserves for the purposes of funding the acquisition of any Eligible SPVs. In case there is any trapped cash or any other trapped liquid investments in the Trust, the same can also be utilised for acquisition of Eligible SPVs in any feasible manner (such as security for any borrowing).

i. If the Trust does not have sufficient funds under point (h.) above, the Trust may raise funding for the acquisition of any Eligible SPVs in compliance with applicable law.

j. The payment of any consideration by the Trust to the Seller(s) for the acquisition of future SPVs controlled by the Seller(s) shall only be made in cash, as may be available with the Trust in accordance with terms of the Acquisition Policy; provided that so long as such a Seller is not a competitor of the Trust, the Trust may undertake a preferential issue of such number of units as consideration to such a Seller for the acquisition of the Eligible SPV controlled by the Seller(s), at a price determined in compliance with applicable law.

k. The policy also sets forth reporting requirement as per which, at least once every year, the chief financial officer (or in case the position of chief financial officer is vacant for any reason, then the chief executive officer) of the Investment Manager shall explore the possibility of, and present a report to the board of directors of the Investment Manager, on refinancing whole or part of the existing debt of the Trust and/or the SPVs of the Trust.

l. If the board of directors of the Investment Manager (either by itself or through a committee designated for such purpose) determines that the expected gains from refinancing exceed the costs of such refinancing and thereby approves the debt refinancing proposal (including with modifications) of the chief financial officer or chief executive officer, as the case may be, then such refinancing proposal shall be implemented, subject to compliance with applicable law. If the board of directors of the Investment Manager (either by itself or through a committee designated for such purpose) determines that the expected gains from refinancing is less than the costs of such refinancing and thereby disapproves the debt refinancing proposal (including with modifications) of the chief financial officer or chief executive officer, as the case may be, then such refinancing proposal shall be terminated.

16. **Document Archival Policy**

The Investment Manager has adopted a Document Archival Policy pursuant to a resolution of its board of directors on January 25, 2024. It aims to provide a comprehensive policy on the preservation and conservation of the records and documents of the Trust. It provides guidance on the preservation and management of documents to help ensure the authenticity, reliability and accessibility of such documents. The policy aims at identifying, classifying, storing, securing, retrieving, tracking and destroying or permanently preserving records. It stipulates the duration and manner in and place at which records and documents of the Trust shall be preserved. Accordingly, the Investment Manager has formulated this policy.

2. Project SPVs

Representatives on the Board of Directors of the Project SPVs

The Investment Manager, in consultation with the Trustee, currently appoints the majority of the members of the board of directors of each of the Project SPVs (except BAEL), in accordance with the requirements prescribed under the InvIT Regulations. Pursuant to completion of the proposed acquisition of BAEL by the Trust (subject to the receipt of approval from the NHAI), the Investment Manager shall also appoint the majority of members of the board of directors of BAEL.

The information contained in this section is derived from the CRISIL Report. The information contained in the CRISIL Report has been obtained by CRISIL from sources believed by it to be reliable. The information contained herein was prepared expressly for use herein and was based on certain assumptions and information available at the time the CRISIL Report was prepared. As with any attempt to estimate future events, the forecasts, conclusions, and other information included herein are subject to certain risks and uncertainties, and are not to be considered guarantees of any particular outcome. The CRISIL Report, in part or in whole, is not intended to constitute investment advice, and is not a recommendation to purchase or not purchase, an endorsement of, or an opinion as to the value of, any security or any investment instrument of any entity. The CRISIL Report is not a comprehensive evaluation of the industry, the Trust or the Units and all material within the CRISIL Report should be deemed as expressions of opinion which are subject to change without notice. All references to years refer to calendar years except as otherwise stated. References to Indian financial years are to the one year period ending March 31 of the named year.

1. Macroeconomic overview of India

1.1. Review of India's GDP growth

GDP logged 5.7% CAGR between fiscals 2012 and 2023

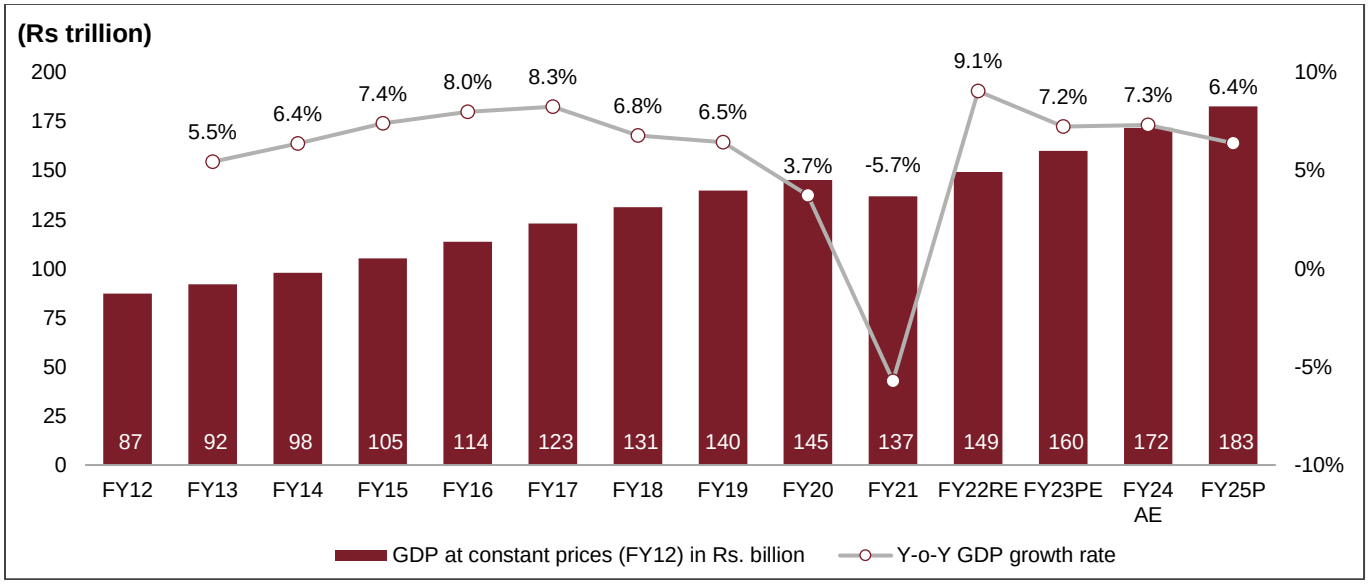
In 2015, the Ministry of Statistics and Programme Implementation (MoSPI) changed the base year for calculating India's gross domestic product (GDP) to fiscal 2012 from fiscal 2005.

Based on the change, India's GDP clocked a compound annual growth rate (CAGR) of 5.7% to Rs 160.0 trillion in fiscal 2023 from Rs 87.4 trillion in fiscal 2012.

This was despite the stress inflicted by the pandemic that saw the GDP — which was already experiencing a slowdown and had grown 3.7% in fiscal 2020 — contract 5.7% in real terms in fiscal 2021 to Rs 137 trillion.

The economy bounced back as the pandemic-related shocks subsided, resulting in growth of 9.1% on-year in real GDP to Rs 149 trillion in fiscal 2022.

Real GDP growth in India (new GDP series)



P: Projected, PE: Provisional Estimate, RE: Revised Estimate, AE: Advance Estimate

Source: NSO, Advance estimates of national income 2020-24, Central Statistics Office (CSO), MoSPI, CRISIL MI&A Consulting

GDP grew 7.2% on-year in fiscal 2023

India's real gross domestic product (GDP) growth rose sharply to 6.1% on-year in the fourth quarter of fiscal 2023 compared with 4.5% in the third • The growth surpassed the number factored in the National Statistics Office's (NSO) second advance estimate of February. Annual growth for fiscal 2023 was revised up to 7.2% (provisional estimate) from 7.0% in the second advance estimate • Fourth-quarter growth was primarily driven by investment and net exports, with the latter less of a drag given rising exports and slowing imports. Fixed investment turned in the strongest growth on the demand side while private consumption growth was more subdued on-quarter.

Manufacturing and agriculture growth improved on-quarter on the supply side even as services growth remained strong, albeit slowing a tad relative to the previous quarter • The provisional estimate of 7.2% comes on top of 9.1% expansion in fiscal 2022. This suggests strong growth momentum, which was propelled by domestic demand through the year, both from investment and private consumption. Investment's share rose to an 11-year high of 34% of GDP, while that of private consumption rose to an 18-year high of 58.5% in fiscal 2023 • However, nominal GDP growth tapered to 10.4% on-year in the fourth quarter compared with 11.4% in the third. This was primarily due to the price-effect since the GDP deflator slowed to 4.1% from 6.6%. The deflator is significantly influenced by inflation based on wholesale price index (WPI), which halved to 3.3% from 6.6%. The gap between nominal and real growth is likely to reduce further, with inflation expected falling this fiscal.

Estimates of PFCE and GFCF — the biggest two demand-side drivers — were marginally notched up. The latter suggests the government's continued focus on capital expenditure (capex). PFCE is still just 2.1% above the fiscal 2020 level and was the slowest to recover. Moreover, it faces strong headwinds from rising inflation.

Also, stronger global growth should support India's exports to some extent. Revival will not be uniform across sectors, though. So far, the rural economy has been more resilient than the urban.

From a supply-side perspective, i.e. gross value added (GVA), a much clearer measure of the economy's performance for last fiscal emerges. Based on this metric, the economy shrank 4.1% (compared with 3.8% growth in fiscal 2020). In absolute terms, real GVA was Rs 126.8 trillion in fiscal 2021, down from Rs 127.3 trillion in fiscal 2019. GVA at basic prices has grown to Rs 147.6 trillion in fiscal 2023 from 138.0 in fiscal 2022 and hence marking 7% YOY growth.

GVA at basic prices (constant 2011-12 prices)

Rs trillion	FY20	FY21	FY22	FY23	FY24 AE	Percentage share in GVA	FY 24 AE on year growth
Agriculture, forestry, and fishing	19.9	20.8	21.5	22.3	22.7	14.4%	1.8%
Mining and quarrying	3.2	2.9	3.1	3.2	3.5	2.2%	8.1%
Manufacturing	22.6	23.3	25.8	26.2	27.9	17.7%	6.5%
Electricity, gas, water supply and other utility services	3.0	2.9	3.2	3.4	3.7	2.3%	8.3%
Construction	10.4	9.8	11.3	12.4	13.7	8.7%	10.7%
Trade, hotel, transport, communication, and services related to broadcasting	26.9	21.6	24.6	28.0	29.8	18.9%	6.3%
Financial, real estate and professional services	29.0	29.6	31.0	33.2	36.2	22.9%	8.9%
Public administration, defence, and other services	17.3	16.0	17.6	18.8	20.3	12.9%	7.7%

GVA at basic prices	132.4	126.8	138.0	147.6	157.8		6.9%

Source: NSO; CRISIL MI&A Consulting

GDP growth continue to be strong in second quarter of fiscal 2024

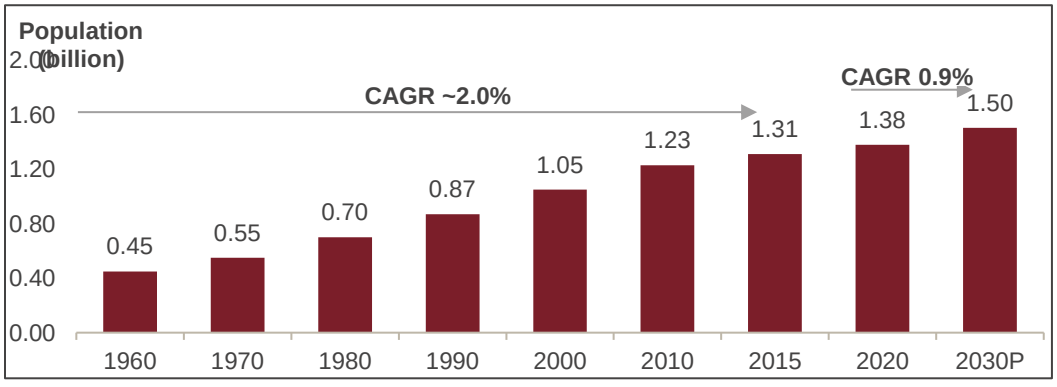
- GDP grew 7.6% on-year in the second quarter compared with 7.8% in the previous quarter. Gross value added (GVA) grew 7.4% compared with 7.8% the previous quarter.
- Growth was the strongest for industry (13.2%), followed by services (5.8%) and agriculture and allied (1.2%). Within industry, growth improved across segments, with strongest growth in manufacturing (13.9%) and construction (13.3%).
- In the services sector, growth was highest for public administration, defence and other services (7.6%), followed by financial, real estate and professional services (6.0%), and trade, hotels, transport and communication (THTC; 4.3%).
- Among demand segments, growth was strongest for government consumption expenditure (12.4%), followed by fixed investment (11.0%). Exports took a positive turn (4.3%).
- However, private consumption saw the slowest growth. Nominal GDP grew 9.1% compared with 8% the previous quarter.
- Growth surpassed forecasts in the second quarter, driven by strong government spending and a sharp rise in manufacturing and construction growth. Globally, too, growth beat expectations in major economies such United States (US) and China, contributing to better export earnings for India. However, private consumption was tepid, possibly reflecting hit to agriculture and rural demand.
- However, we expect growth to slow in the second half of this fiscal, driven by the impact of (1) tightening financial conditions on global growth and exports, (2) weak rains and reservoir levels on domestic agriculture and (3) transmission of the Reserve Bank of India's (RBI) rate hikes to bank lending rates.
- As per first advance estimates of GDP for fiscal 2024 released by MoSPI, it is expected to clock a growth of 7.3% on-year.

1.2. Review of population growth and urbanisation

India's population is projected to touch 1.5 billion by 2030

India's population clocked ~1.6% CAGR from 2001 to 2011 to reach ~1.2 billion, and comprised nearly 246 million households, as per Census 2011.

India's population growth



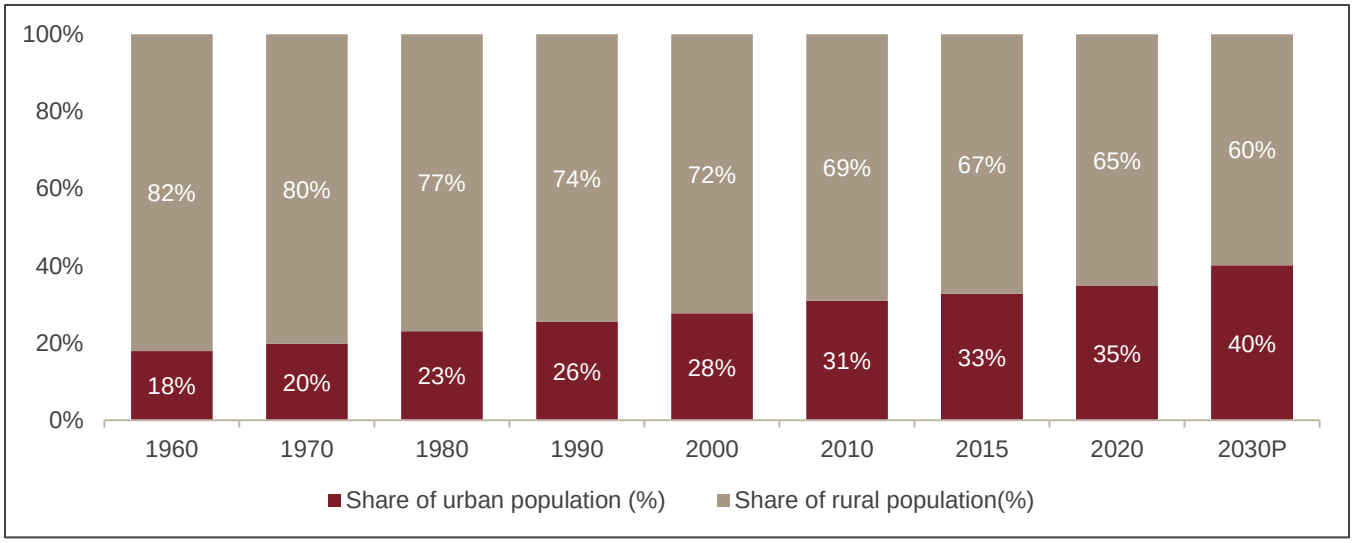
P: Projected

Source: United Nations, Department of Economic and Social Affairs, Population Division (2019); Probabilistic Population Projections Rev. 1 based on the World Population Prospects 2019 Rev. 1; CRISIL MI&A Consulting

Urbanisation likely to reach 40% by 2030

The share of the urban population in India's total population has been rising over the years and stood at ~31% in 2010. People from rural areas move to cities for better job opportunities, education and quality of life. The entire family or only a few individuals (generally an earning member or students) may migrate, while the rest of the family continues to live in the native, rural house. This trend is expected to continue, with a United Nations report projecting that nearly 40% of the country's population will live in urban areas by 2030.

India's urban versus rural population



P: Projected

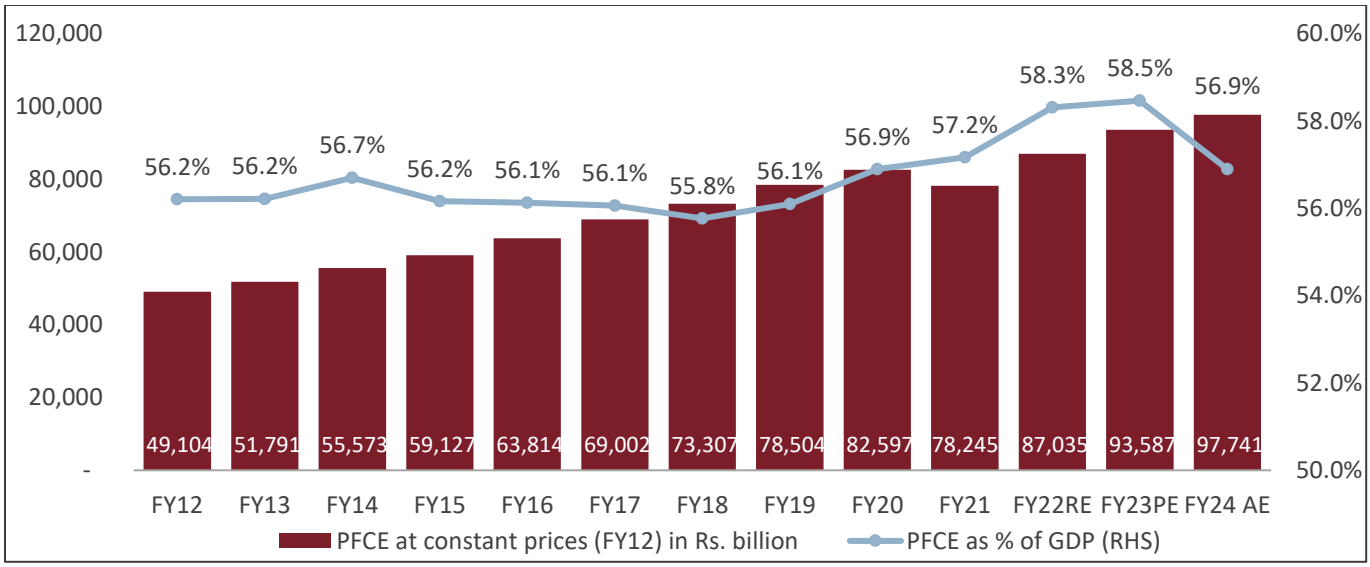
Source: World Urbanization Prospects: The 2018 Revision, United Nations; CRISIL MI&A Consulting

1.3. Review of private final consumption growth

Private final consumption expenditure to maintain dominant share in GDP

Private final consumption expenditure (PFCE) at constant prices clocked 6.0% CAGR between fiscals 2012 and 2023, maintaining its dominant share in the GDP pie, at 58.5% or Rs 93,587 billion as of fiscal 2023. Factors contributing to the growth included good monsoons, wage revisions due to the implementation of the Pay Commission's recommendations, benign interest rates, and low inflation. PFCE had declined to Rs 78,245 billion in fiscal 2021 from Rs 82,597 billion in fiscal 2020 on account of the pandemic, when consumption demand was impacted on account of strict lockdowns, employment loss, limited discretionary spending, and disruption in demand-supply dynamics. PFCE increased 7.5% to Rs 93,421 billion in fiscal 2023 but remained at 58.5% as a percentage of GDP. This was because the pandemic had an adverse impact on personal expenditure and government spending increased in an effort to boost the economy from the Covid-induced slump. As per first advance estimates for fiscal 2024, PFCE growth is expected to slow to 4.4% on-year to Rs 97,741 billion. However, private consumption growth, with ~57% share in GDP, has fallen short of overall GDP growth (7.3%).

PFCE at constant prices



Note: RE - revised estimates, PE – Provisional Estimate, AE – Advance Estimate

Source: First Advance Estimates 2023-24, MoSPI, CRISIL MI&A Consulting

1.4. Outlook on GDP growth for fiscal 2024 and 2025

CRISIL expects India's GDP to grow 6.4% this fiscal with downside risk

India, like the US and China, has outperformed growth expectations in July-September 2023. S&P Global revised up its global GDP growth forecast to 3.3% for 2023 (calendar year), driven by India and China. Expectations of a slowdown due to rising interest rates have been pushed further.

However, downside risks remain on account of the following factors:

- **Signs of global slowdown:** Despite growth being strong in the US so far, S&P has begun to see signs of moderation ahead and a tightening of financial conditions. Growth has already stalled in the eurozone. China continues to face challenges from weak consumer confidence and struggling property sector. Overall, S&P Global expects global growth to slow to 2.8% in 2024. This will weigh on India's export demand in the remainder of this fiscal.

- **Transmission of the RBI's rate hikes:** As the RBI noted in its October 2023 monetary policy, bank lending and deposit rates have not increased to the same extent as the repo rate in the current rate hike cycle. It has taken measures to speed up transmission of rate hikes, such as open market sales to reduce excess liquidity, and regulatory measures to temper credit growth (increasing risk weights for unsecured consumer credit and non-bank financial companies). Bank lending rates are already above average seen in the 5 years preceding the pandemic, and further rise in borrowing costs could moderate domestic demand.

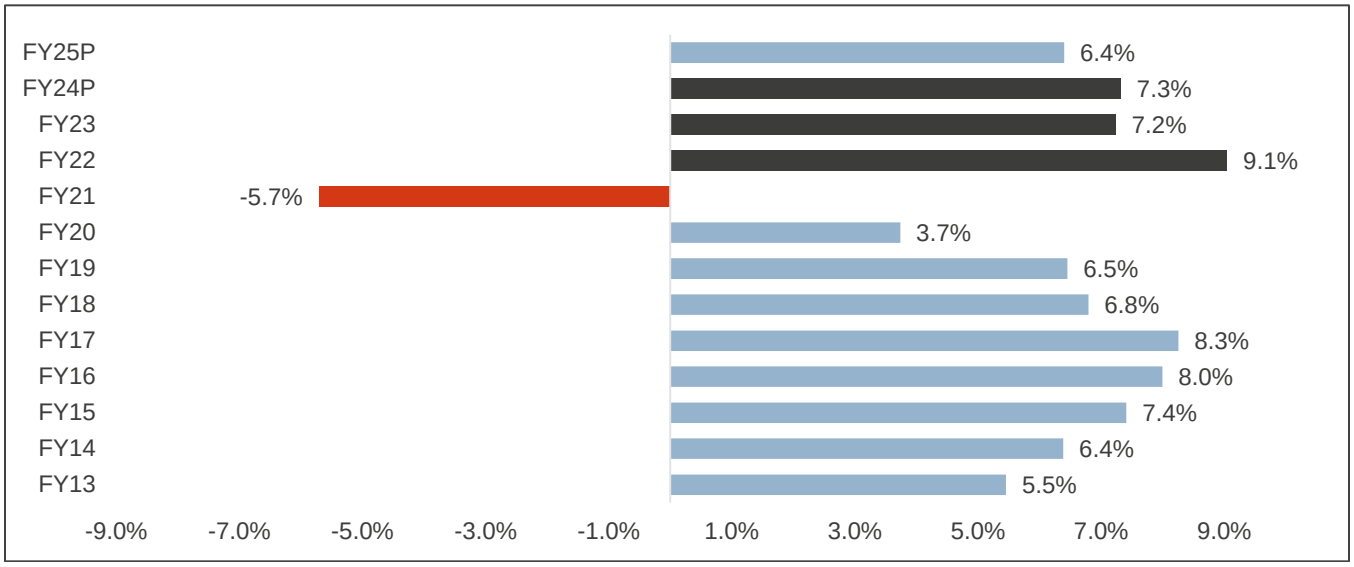
- **Vulnerable rural demand:** Rural demand remains vulnerable to weak agricultural output, erratic weather and El Niño this year. While an uneven monsoon hit kharif output, the upcoming rabi crop faces risks from lower groundwater levels. As on November 30, 2023, the reservoirs were at only 80% of last year's level. The impact of other rural activities (work demand under NREGA, livestock and fishing) will also have a bearing on rural demand.

- **Geopolitical risks:** Escalation in geopolitical tensions can impact India through spike in crude prices. We expect crude prices to range $80-85 per barrel this fiscal.

Government capex is expected to remain a key support to the investment cycle this year. Private investment is also showing signs of pick-up, with rising capacity utilisation in manufacturing. Downside risks are expected to moderate

GDP growth in the second half. Despite this, India will end up outperforming other large economies this fiscal. Overall, we expect India's real GDP to grow 6.4% this fiscal, compared with 7.2% last year.

Real GDP growth (% on-year)



P: Projected, PE: Provisional Estimate, RE: Revised Estimate, AE: Advance Estimate

Source: NSO, CRISIL MI&A Consulting

2. Review of roads infrastructure in India

2.1. Overview of infrastructure sector in India

Developing and modernising the infrastructure sector has been a priority area for the Government of India and has witnessed increasing public investments and budgetary support. Further, the government has undertaken several reforms and initiatives in the infrastructure sector, which has resulted in robust secular growth in most of the segments within the sector.

The roads sector registered a strong pace of constructions by NHAI, growing 6,003 km (16.4 km per day) in fiscal 2023 from 3,071 km (8.4 km per day) in fiscal 2018. Investments in the roads and highways sector rose from Rs 1.7 trillion in fiscal 2018 to ~Rs 2.9 trillion in fiscal 2022, registering ~1.7x growth. Civil aviation has witnessed strong growth as well. India's passenger traffic logged at a CAGR of ~8% from around 165 million in fiscal 2017 to around 209 million in fiscal 2020. In fiscal 2023, passenger traffic stood at 194 million passengers, however international passenger traffic is still below pre-pandemic levels. In the ports and shipping sector, installed capacity of major ports in India increased to 2,456 million tonne in fiscal 2022 from 2,283 million tonne in fiscal 2018.

The government launched the National Infrastructure Pipeline (NIP) for fiscals 2020 to 2025, to boost infrastructure, with a projected investment of Rs 111 trillion during the period. Investments in energy (24%), roads (18%), urban (17%), and railways (12%) will amount to over 70% of the projected capital expenditure during the period. As per an economic survey, NIP will be funded by the central government (39%), state governments (40%), and private sector (21%). As per the India Investment Grid website accessed on June 20, 2022, 2,420 projects are under development covering over 34 sub-sectors.

The Public Private Partnership Appraisal Committee (PPPAC) set up by the government has been responsible for the appraisal of PPP projects in the central sector. The committee recommended four projects with total project cost of Rs 50.41 billion in fiscal 2020. Out of these, two are tourism sector projects overseen by the Ministry of Home Affairs, one is a railways project pertaining to upgradation of railway stations and one is a port expansion project administered by the Ministry of Shipping. Further, the PPPAC recommended six projects with a total project cost of Rs 444 billion

in fiscal 2021. Of these, three are railways projects, one is a Ministry of Home Affairs project (eco-tourism), one is a Ministry of Shipping project, and one is a telecom project pertaining to the deployment of BharatNet optical fibre. In fiscal 2022, the PPPAC approved three projects worth Rs 316 billion, of which two are railways projects and one is a Ministry of Home Affairs project.

In fiscal 2021, the government approved the continuation of the revamped Infrastructure Viability Gap Funding (VGF) Scheme till fiscal 2025. The objective of the revamped scheme is to attract PPP projects and aid private investment in social infrastructure (health, education, wastewater, solid waste management, water supply, etc).

2.2. Contribution of roads sector to India's GVA

Share of the roads sector in India's GDP stood at 3.2% in fiscal 2022. The share hovered ~3.3% from fiscals 2012 to 2022.

2.3. Road network in India

India has the second-largest road network in the world, spanning 6.331 million km as of fiscal 2023. Road transportation, the most frequently used mode of transportation in India, accounted for ~86% of passenger traffic and close to ~62.2% of freight traffic as of fiscal 2023. Although national highways span nearly 144,955 km, constituting just 2% of road length, they accounted for about 40% of total road traffic in fiscal 2022. Secondary road system comprises state roads and major district roads, which accounted for the remaining 60% of traffic and 98% of road length.

Road network in India in FY23

Road network	Length ('000 km)	Percentage of total length	Percentage of total traffic	Connectivity to
National highways	144.9	~2%	40%	Union capital, state capitals, major ports, foreign highways
State highways	167.1	~3%	60%	Major centres within the states, national highways
Other roads	6,019.8	~95%		Major and other district roads, rural roads - production centres, markets, highways, railway stations

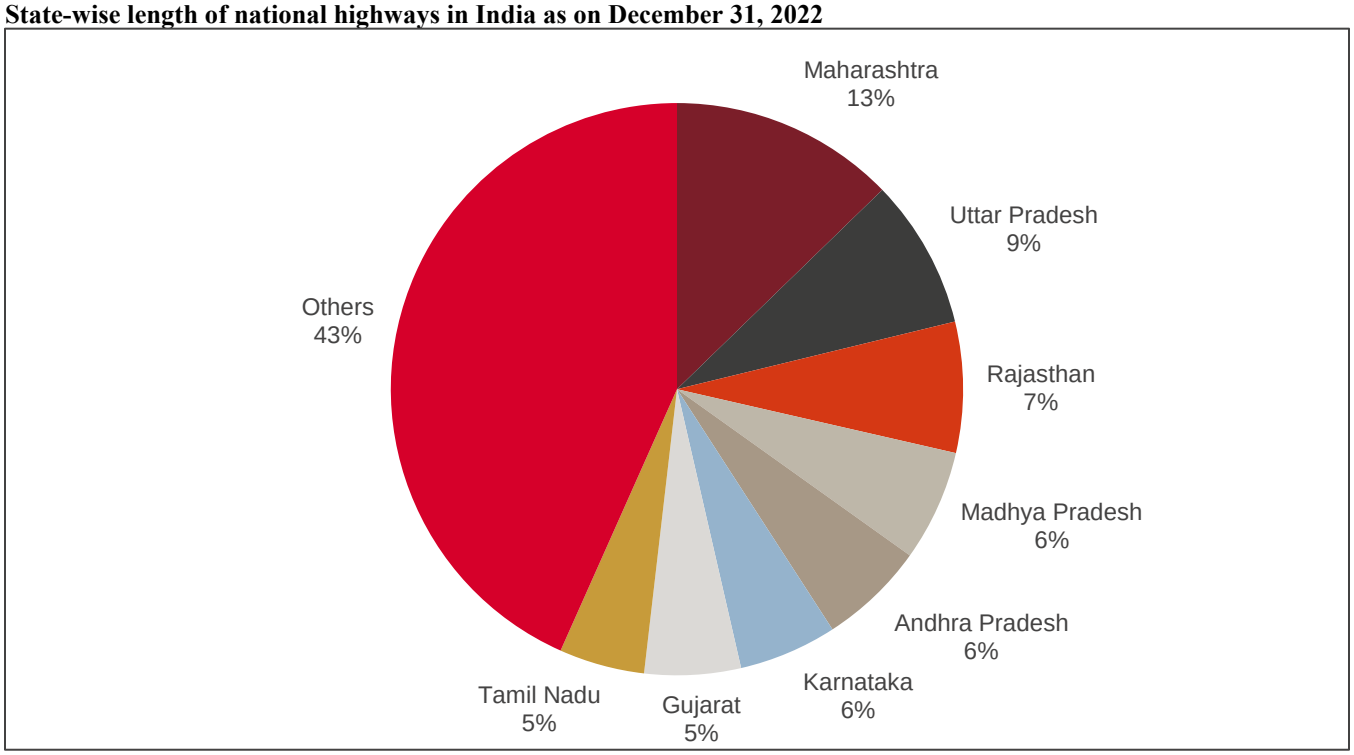
Source: MoRTH Annual Report 2021-22 & 2022-23, CRISIL MI&A Consulting

Total length and break-up of national, state and rural roads Break-up of road length across different regions (in km)

	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
National highways	97,991	101,011	114,158	126,350	132,500	132,995	136,440	140,995	144,955
State highways	167,109	176,166	175,036	186,908	186,528	194,900	176,818	171,039	167,079
Other roads	5,207,044	5,326,116	5,608,477	5,902,539	6,067,269	6,165,660	5,902,539	6,059,813	6,019,757
Total	5,472,144	5,603,293	5,897,671	6,215,797	6,386,297	6,493,555	6,215,797	6,371,847	6,331,791

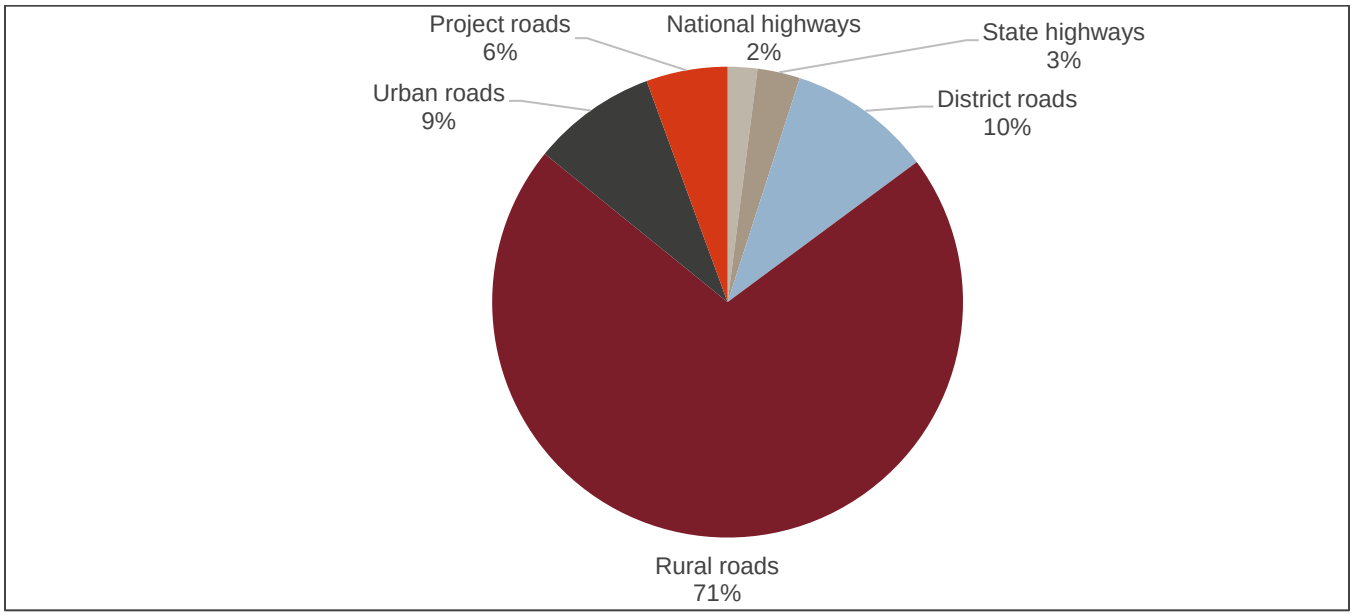
Source: MoRTH Annual Report 2021-22 & 2022-23, CRISIL MI&A Consulting

State-wise length of national highways in India as on December 31, 2022



Source: MoRTH Annual Report 2021-23, CRISIL MI&A Consulting

Road length break-up by segment as a percentage of total road length in India for FY19



Source: MoRTH Annual Report 2021-23, CRISIL MI&A Consulting

2.4. Qualitative overview of maintenance of roads in India

PMGSY is a one-time special scheme undertaken by the Central government to boost infrastructure in rural parts of the country, but maintenance of these roads remains a state subject. All PMGSY roads are covered by five-year maintenance contracts. Maintenance funds to service the contract are to be budgeted by the state government. With

effect from fiscal 2017, financial incentives are given to best-performing states, which show higher achievement on the basis of set parameters. Financial incentives amounting to Rs 10.8 billion and Rs 8.4 billion were awarded in fiscals 2017 and 2018, respectively, for periodic maintenance to best-performing states.

In fiscal 2017 alone, Rs 5.4 billion was credited to the accounts of 20 state rural-road development agencies for carrying out maintenance on these roads, of which only Rs 3.33 billion was spent. In fiscal 2018, ₹9.40 billion was spent on maintenance. Thus, even though execution of new roads under PMGSY is on track, their maintenance remains a key monitorable.

CRIF

The CRIF is funded from the cess collected on the sale of petrol and high-speed diesel (HSD). On every litre of petrol and HSD that is sold, a cess of Rs 6 is collected (since fiscal 2016; previously cess was Rs 2). The fund provides assistance to states for the development and maintenance of state roads, rural roads, national highways, under- and over-bridges, and safety works at unmanned railway crossings. About 11% of the cess collected on HSD and 30% on petrol is allocated towards maintenance of state roads.

Funds allocated for fiscals 2015, 2016, 2017, and 2018 were Rs 26.5 billion, Rs 28.8 billion, Rs 72.4 billion, and Rs 83.1 billion respectively. About 476 projects, amounting to Rs 98.6 billion, were sanctioned under the scheme in fiscal 2018, compared with 1,093 projects, costing Rs 123 billion in fiscal 2017. As per notes published in public domain on Demand no. 84 and 86 (Ministry of Road Transport and Highways), Transfer to Central Road and Infrastructure Fund (CRIF) in fiscal 2019, 2020, 2021, 2022, and 2023 (RE) are Rs 200.4 billion, Rs 160.9 billion, Rs 207.5 billion, Rs 394.1 billion, and Rs 1136.0 billion respectively.

In the union budget for fiscal 2019, road cess was replaced by the road and infrastructure cess. Previously, road cess was split for NH construction, maintenance, railways, Pradhan Mantri Gram Sadak Yojana, etc., based on a fixed formula.

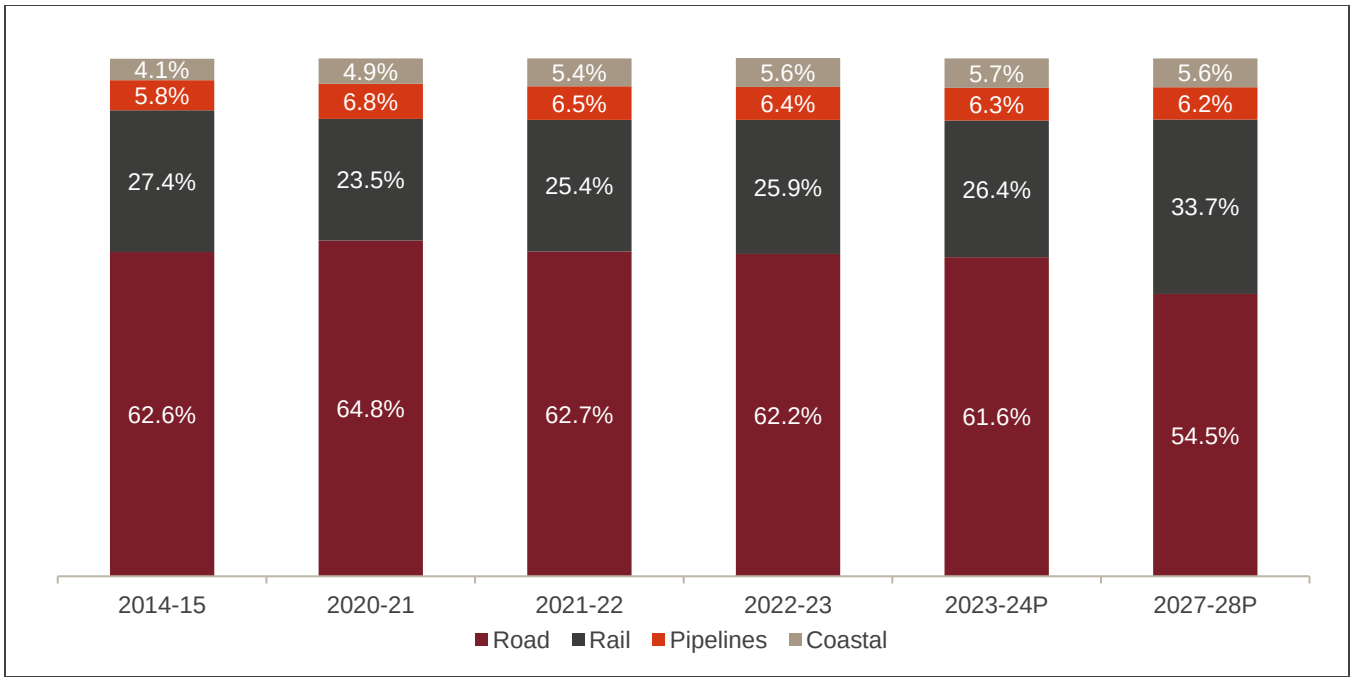
2.5. Indian freight traffic scenario

Roads to continue to hold a dominant share in overall freight movement

Road freight traffic is expected to increase at a compounded annual growth rate (CAGR) of 3-5% in BTKM terms between fiscals 2023 and 2028. In the same period, railways is expected to grow at a CAGR of 12-14%, growing faster than roads. Railways gained share in FY21 as rail freight traffic has been more resilient amid COVID-19 outbreak. Rail share further increased in FY22 due to increased rail capacity, partial commissioning of DFC, soaring diesel prices and higher road freight rates. Commissioning of the dedicated freight corridor to aid in increase in rail share. Impact is expected to be witnessed from fiscal 2024 onwards and would help rail to claw back share it had earlier lost owing to capacity constraints.

In fiscal year 2024, road freight movement is projected to experience a growth rate of 5-7%, slightly lower than that of rail freight movement. In fiscal year 2023, road BTKM is estimated to have grown by approximately 7%, mainly attributed to increased production across all sectors and government spending focused on investments. However, it is expected that road transport will lose market share to railways in the upcoming years due to the establishment of dedicated rail freight corridors and comparatively higher road freight rates relative to other modes of transportation.

Share of roads in total freight movement (in terms of BTKM)



E: Estimated; P: Projected

Source: CRISIL MI&A Consulting

Roads remain the preferred mode for non-bulk transportation

Roads generally account for a significant share in non-bulk commodity transportation, as:

Rail does not cater to piecemeal freight transportation. Entire rakes are provided for transportation, and not just single wagons (although Indian Railways is looking into multi-point loading, it would still not attract small-sized cargo)

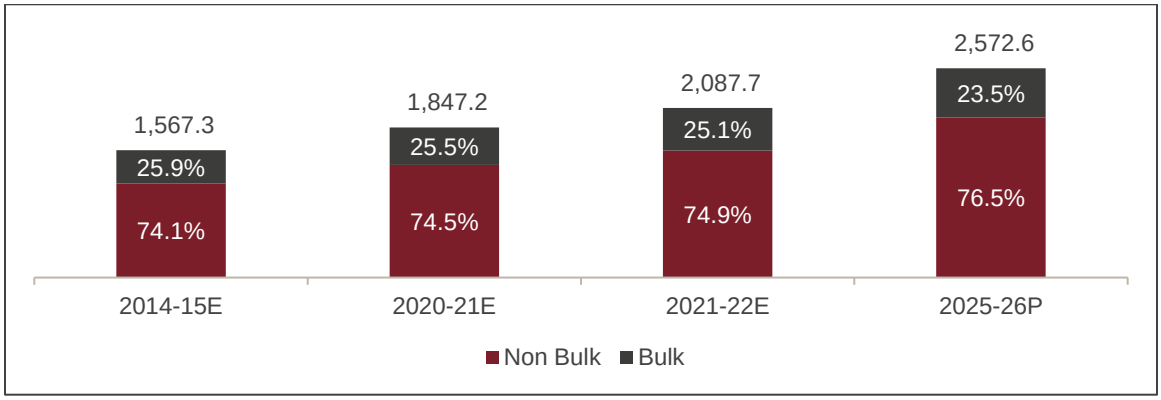
Road transport has better service quality and is more reliable

Road transporters operate on a much smaller scale. Also, given the large number of road transport operators, customers have better bargaining power. These transporters also add a personal touch to their service, which is important, as these commodities are typically expensive and fragile.

Roads provide end-to-end connectivity and safer handling, which is an important factor while transporting low-volume, but high-value commodities

Consequently, CRISIL expects the share of non-bulk commodities in the total road primary BTKM to increase to 76.5% by fiscal 2026 from 74.9% in fiscal 2022.

Roads predominantly transfer non-bulk freight (in terms of BTKM)



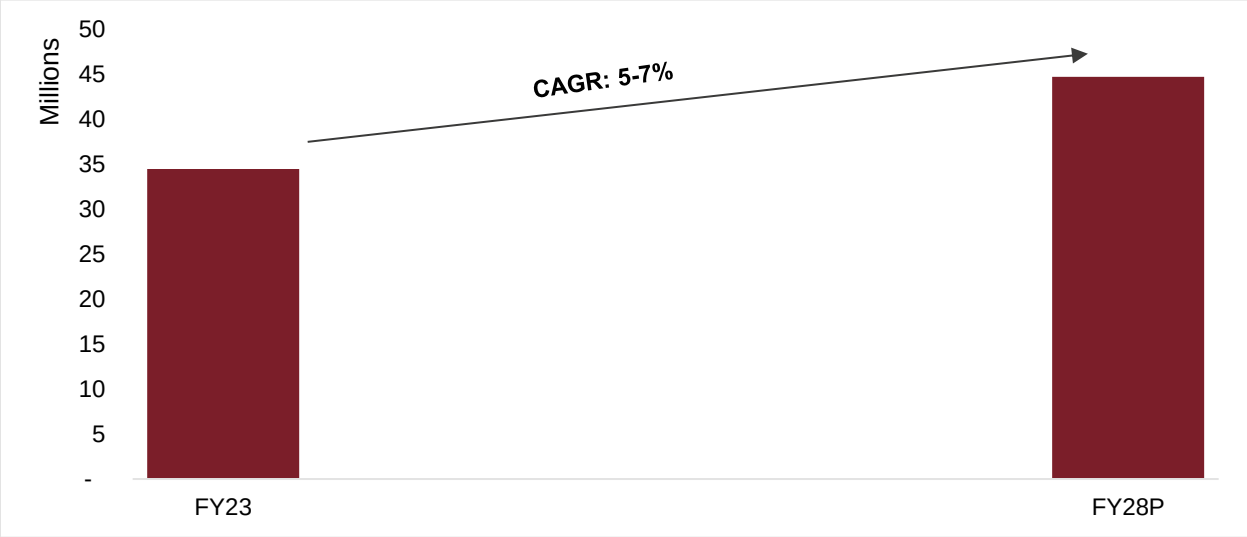
E: Estimated; P: Projected
Source: CRISIL MI&A Consulting

Vehicle population's historic growth

Market for PVs underpenetrated, offers sizeable potential in the long run

India's car market is extremely underpenetrated compared with most developed economies and some developing nations. As of fiscal 2021, India had ~24 passenger vehicles per 1,000 people. This number is expected to increase to 27 by fiscal 2026, which is significantly lower than that of developed nations and even Brazil, Russia, and China (all three, along with India, being part of the BRICS block) based on per capita GDP. Thus, India offers tremendous growth potential for automobile manufacturers. Even while comparing the penetration of cars and UVs across countries based on per capita GDP, India lags most others. We expect this gap to reduce gradually in the long run.

Outlook on passenger vehicles population



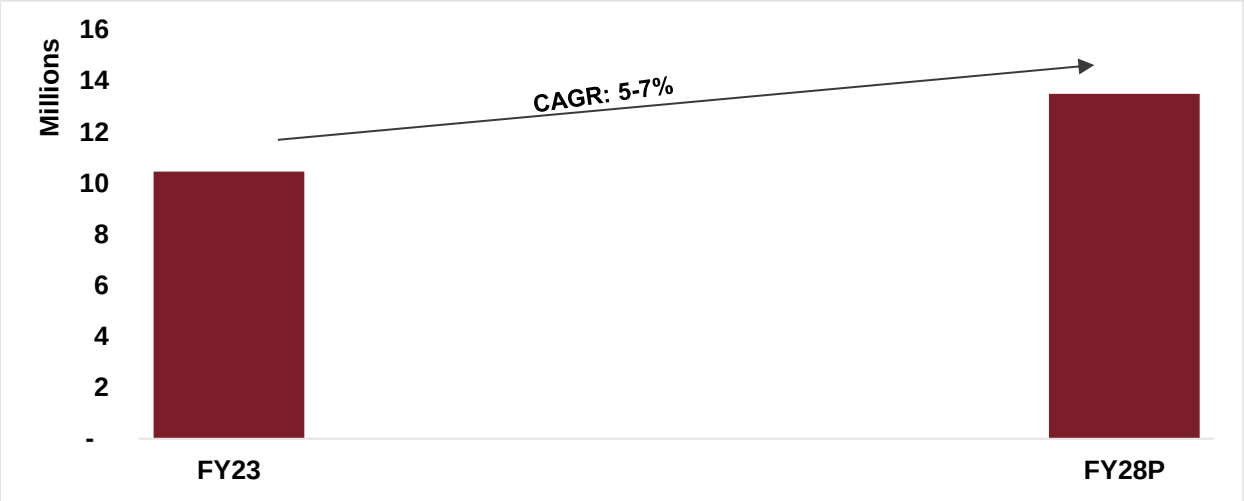
E: Estimated, P: Projected
Source: CRISIL MI&A Consulting

Efficiency gains, lower utilisation, and recovery in manufacturing to impact CV population growth in next five years

Manufacturing and construction sectors are the prime factors driving CV demand. Both sectors are expected to perform positively with revival in the overall macroeconomic scenario. The transportation industry enjoyed an increase in available capacity due to axle load norms published in 2018, but this acted as a negative for the CV industry as sales declined due to increased capacity and lower utilisation. Also, post implementation of GST, check posts across state borders have been removed, which has resulted in increase in efficiency of existing fleet on the road.

Improvement in road infrastructure is expected to increase the average speed of trucks, leading to efficiency gain of ~10%. Hence, fewer trucks will be required to move the same quantity of goods, lowering truck demand. On the other hand, increased running of trucks will help improve the competitiveness of the road transportation industry, helping attract more freight. Considering the above-mentioned factors and their future impact CRISIL MI&A Consulting expects CV population to log 5-7% CAGR over the next five fiscals. The commercial traffic growth is expected to grow at a faster pace than the CV population due to a higher number of trip possible per vehicle owing to increased efficiency.

Outlook on freight vehicles population growth



E: Expected; P: Projected

Source: CRISIL MI&A Consulting

2.6. Key growth drivers and emerging trends for road sector

Policy push aimed at improving private participation in national highways

The following are the recent policy changes that the MoRTH and NHAI have undertaken to improve private participation in the sector and increase competition:

- Technical and financial bidder eligibility criteria reduced for HAM and EPC projects, which would promote the entry of smaller players
- Changes in the hybrid-annuity model (HAM) concession agreement aimed at protecting developers' returns and easing their cash flows during the construction period
- Changes in the Build-Operate-Toll (BOT) concession agreement to reinstate developer interest in the model

Apart from this, the government has taken various steps under the Atmanirbhar package to mitigate the impact of Covid-19 on the sector:

- Extension of time (EOT) of up to 3-6 months for all projects and relaxation of milestone achievement
- Monthly payment mechanism, instead of milestone-based payments
- Reduction in performance security from 5% to 3%, release of retention money to the extent of work done
- Additionally, Covid-19 emergency loan facilities and moratorium on loan repayment up to August 2020
- Extension of concession period for BOT-toll operators, due to toll suspension and restriction in movement during lockdowns

Strong government thrust likely to deliver steady growth in fiscal 2024

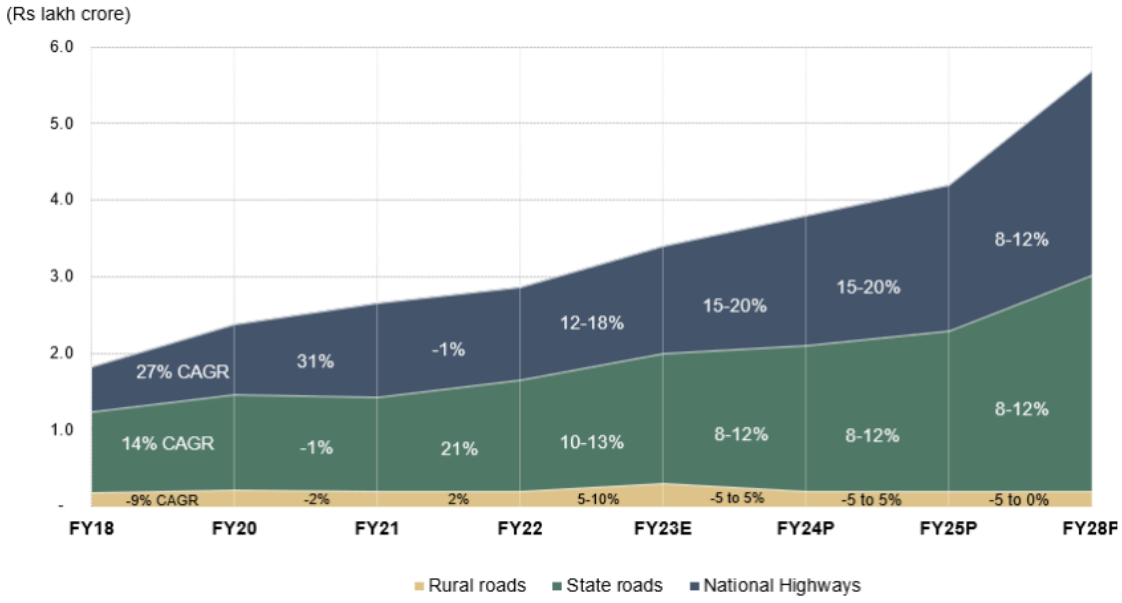
Overall road sector capex, comprising of National Highways, State Highways & rural roads is estimated to have grown at a CAGR of 14% between fiscals 2018 & 2023. This growth, driven by Bharatmala and increased state spends on

roads has been achieved despite brief hiccups such as the pandemic and hampered construction due to elongated monsoons. The outlook of the sector also remains firm supported by higher awarding of previous fiscals, Bharatmala, NIP pipeline of DPR ready projects and steady state capex.

The NH segment contributes around 40-45% of the overall capex. While the execution remained flattish in fiscal 2023 vis-à-vis fiscal 2022, capex grew by 12-18% due to a rise in construction of high value projects and high commodity prices. In fiscal 2024, we expect the national highway capex to grow by 15-20% driven primarily by increased execution.

On the low base of fiscal 2021, the state spends grew by 21% in fiscal 2022 and are estimated to have grown further by 10-13% in fiscal 2023 largely in line with the growth in budgetary outlay. In fiscal 2024, state spends are expected to go up further by 8-12% as their percentage achievement of budgetary allocations are expected to be largely in line with historical average.\

Momentum to continue, supported by Bharatmala and NIP pipeline



Note: Capex excludes the land-acquisition costs

Source: NHAI, MoRTH, State budget documents, PMGSY, CRISIL MI&A Research

2.7. Key challenges faced by roads sector in India

Issues and challenges for roads sector

Given the share of roads in the overall transport of goods and passenger traffic, it is critical to develop the roads sector. Although the government has been continuously making efforts to give a fillip to the sector, several issues and challenges hamper the pace of development.

NHAI trying to reduce risks associated with BOT projects through changes in MCA

In order to improve private participation via the BOT-toll mode, NHAI and the ministry introduced changes to the BOT MCA, aimed at addressing key issues such as land acquisition, revenue assessment in case of traffic shortfall and stuck projects. Key amendments to the MCA are as below:

Land acquisition

Minimum 90% right of way before issue of appointed date as against 80% earlier, providing more comfort to lenders and developers

Balance 10% to be granted within 180 days of appointed date, else it would be removed from the scope of work. Automatic de-scoping clause would enable the developer to receive PCOD/COD on the completed stretch and start tolling

Termination clause if appointed date is not received within one year of concession signing date

Traffic risk

Revenue assessment of project to be done every five years instead of 10 years (or once in a life time of a project) earlier. In case of traffic either exceeding or seeing a shortfall from the target traffic, the concession period would be adjusted accordingly, providing more comfort to lenders and developers

Stuck projects

In case the project has not achieved COD one year post its scheduled completion date, the project will be mutually foreclosed, and the authority will pay the concessionaire an amount equal or lower of:

90% of the debt due less insurance cover and

Value of work done

This will prevent dragging of projects that would lead to time and cost overruns, which was witnessed in the earlier BOT era.

2.8. Policy framework for road sector

Recent policy reforms provide a significant push to the sector

Key policy measures to boost private participation

To encourage and facilitate private sector investment and participation in the roads sector, the central government, via its respective authorities, has undertaken certain policy measures and provided certain fiscal incentives within the sector. The most significant policy reforms in recent times are discussed below.

Amendments to the EPC model concession agreement (MCA)

The key changes are as follows:

Right of way: Deadline reduced from 240 days to 180 days for approval/ clearances for areas under forest or sanctuary

If the appointed date is not received within 90 days of signing the agreement, the contract may be terminated, the authority will pay contractor damages = 1% of the contract price to the contractor for each day of delay

If the project is not completed within 90 days of the scheduled completion date, the contractor would be ineligible to bid for future projects till it is completed

Lower compensation and longer tenure for the contractor’s maintenance obligations. Defect liability period increased from 4 years to 10 years

Higher interest on mobilisation advances paid to the authority; earlier recovery of mobilisation advance by the authority; release of retention money against bank guarantees discontinued

Impact

The authority’s obligations increased to enable quicker land acquisition

Developer’s working capital needs increased, also responsible for timely project completion

Introduction of the hybrid annuity model (HAM) in 2016

The broad outline of the new model of operation is as follows:

Of the total project cost, 40% is to be funded by the government, and the remaining by the developer

The project cost will be linked to inflation

Construction support is to be disbursed in five equal instalments of 8% each, and the timing of each such payment will be linked to the percentage of project cost spent by the concessionaire

Traffic risk will be borne by the government, with developers receiving fixed annuities

Annuities will be linked to bank rate plus 3%

80% of land to be provided prior to the appointed date

Impact of the model

With land being acquired and other clearances already in place before the appointed date, construction risk is expected to be lower

Lenders will be assured a steady stream of inflows as traffic risk will be borne entirely by the government

Low risk and lower capital requirements are expected to attract private players, as well as bankers, towards these projects and gradually help increase private participation in the sector

Impact

The amendment to allow premium payment to begin only in the fourth year of completion will provide developers and lenders a great deal of comfort as interest payments are high in the first three years of operations. The deemed termination of projects will ensure that troubled projects are terminated without delay, thereby avoiding problems that previously existed with prolonged project delays. The amendments, with regard to toll fees and the maintenance of national highways, will provide better protection to highway users.

Exit policy

On August 26, 2015, the Cabinet Committee on Economic Affairs (CCEA) amended its earlier approval dated May 13, 2015, to allow 100% equity divestment after two years of completion for all BOT projects, irrespective of the year of award. The earlier policy allowed such divestments only for projects awarded prior to September 30, 2009. While the earlier policy allowed the funds obtained through such divestments to be used only for the completion of the concessionaire/promoter's other pending BOT road projects, the new policy allows the proceeds to be used to complete any highway project, any power sector project, or also to retire debt in any other infrastructure project. The exit policy has been changed to six months for HAM projects during construction period and remains as two years for BOT projects as per the latest MCA changes in 2020.

Impact

This move will help close stake sale transactions announced in the last one year and help free up developers’ capital, which can be used to repay debt or invest in new projects.

NHAI fund infusion

On May 13, 2015, the CCEA permitted the NHAI to infuse funds in projects stuck in advanced stages of completion. Below are the broad contours of the policy announced:

Government to look at one-time fund infusion for installed projects where 50% work has already been done

The NHAI to have the first charge on toll revenue

Impact

This policy will improve developers' cash flows through toll collections and also their debt servicing ability. However, as the NHAI will have the first charge on receivables, lenders are hesitant to allow such a fund infusion. Hence, this policy may not have a significant impact in the near future.

Premium rescheduling

In March 2014, premium rescheduling was announced for projects with delays or lower-than-expected traffic. This helped players manage cash flow mismatches, especially at a time when loan tenures were significantly lower than the project life, resulting in cash flow issues. It also helped specifically in the case of aggressively bid projects where premium payments amounted to a very large portion of the total cost. Decision allowing rescheduling of premium payments, i.e. monthly payments due, to be made by developers to NHAI with an escalation of 5% per annum over the concession period.

Substitution

In January 2014, the CCEA approved the proposal to facilitate the substitution of concessioners in ongoing and completed national highway projects. As per the proposal, existing concessioners are permitted to divest their equity in totality in on-going or completed projects. However, subsequent to the substitution, the leading substituting entity will be required to maintain at least 51% equity holding in the project SPV. The decision to permit substitution will be taken by lenders in consent with the NHAI.

De-linking of forest and environmental clearances

In March 2013, the Supreme Court approved the de-linking of forest and environmental clearances. This de-linking is valid only for road widening projects. In a notification in 2011, the Ministry of Environment and Forests had asked for forest clearances before seeking environmental approval. This led to many road projects being stalled in the first stage itself. This judgement in 2013 allows companies to start road widening work with just environmental clearances, without having to wait for forest clearances. However, forest clearances will be necessary for stretches that fall in forested areas.

Relaxation on green nod norms for road widening projects up to 100 km

In June 2013, the environment ministry cleared a proposal allowing for the expansion of highways up to 100 km without environmental clearances. Earlier, approval from the environment ministry was not required for road expansion up to 30 km. The relaxation will also be applicable on existing highways, which require additional 40 m of land for widening. This limit was earlier 20 m.

Payment of 75% of arbitration claims

In August 2016, the ministry introduced a policy with regard to the payment of 75% of arbitration claims to the concessionaires. According to the policy, if an arbitration claim has been awarded in favour of a private concessionaire in a lower court/tribunal and the government agency has appealed against it in a higher court/tribunal, then the private player can receive 75% of the claimed amount. It will have to provide the authorities a bank guarantee of an equivalent amount to the government agency.

As per PIB's publication dated 14th, October 2023, Union Minister for Road Transport and Highways, Shri Nitin Gadkari, held a High-Level meeting with the National Highway Builders Federation to resolve their issues. It was agreed that implementation of Vivad Se Vishwas II Scheme be taken in a campaign mode with a target to settle all eligible claims. NHBF was requested to ensure that all contractors file their claims by 25th October 2023.

The Vivad se Vishwas Il (Contractual Disputes) Scheme of Department of Expenditure, Ministry of Finance, Government of India contains detailed procedure / modalities to arrive at the settlement amount that shall be offered to the contractors and where the claim amount is ₹5000.00 million or less, procuring entities will have to accept the claim, if the claim is in compliance with the guidelines. In case the claim is more than ₹5000.00 million, then the decision of not accepting the request for settlement from the contractor should be done after recording the reasons with the approval of the competent authority. The claims are to be submitted by 31.10.2023 through GeM portal.

The extant guideline is applicable to disputes of all such cases where the award has been passed by the court/tribunal is for monetary value only and the award of the Arbitration is issued up to 31.01.2023 or Court Award is passed up to 30.04.2023.

Secretary for Ministry of Road Transport & Highways, Shri Anurag Jain said that Vivad se Vishwas II Scheme has been formulated to clear backlog of old litigation cases. He said the scheme will help in freeing up locked working capital and stimulate fresh investments.

As per PIB's publication dated 08th February 2024 regarding updates of Vivaad se vishwash II scheme, by February 5, 2024, 120 applications have been received, with 56 applications accepted and settlement offers extended, and 43 offers accepted by contractors. However, 7 applications have been rejected. The scheme's deadline for application submission is March 31, 2024, with extended cut-off dates provided for certain cases.

Impact

This policy will help private players facing financial problems and having substantial claims pending with the NHAI. It is expected to help kick-start stalled projects on account of fund infusion by developer and provide some relief to lenders because of loan repayment.

2.9. Overview of PPP framework and models in operations

PPP is an arrangement between a government/statutory entity/government-owned entity and a private sector entity for the provision of public assets and/or public services through investments made and/or management undertaken by the private sector entity for a specified period of time. In this arrangement, allocation of risk between the private sector and the public entity is defined well. The private entity receives performance-linked payments that conform with (or are benchmarked to) specified and pre-determined performance standards, measurable by the public entity or its representative.

For broad-based and sustainable growth, the government recognises the need to engage with the private sector through a PPP framework to achieve the following objectives:

Harness private sector efficiencies in asset creation, maintenance and service delivery

Focus on a life-cycle approach for project development, involving asset creation and maintenance over its life cycle

Create opportunities to bring in innovation and technological improvements

Enable affordable and improved services to users in a responsible and sustainable manner

While the preferred form of the PPP model is one in which ownership of the underlying asset remains with the private entity during the contract period, and the project is subsequently transferred back to the public entity on contract termination, the final decision on the form of PPP is taken using the value-for-money analysis.

The types of construction contracts based on price risk are as follows:

Fixed-price contracts: These contracts state the fixed fee or payment (per unit output or whole project) the contractor receives on completion of a contract. The contractor bears the risk of a rise in cost during the construction period. Certain pass-through of higher cost may be allowed in some projects.

Cost-plus contracts: These are contracts in which the contractor is entitled to receive a fixed surplus over the project cost borne. The surplus given to the contractor can be in the form of a fixed percentage over cost or a pre-decided fee over cost. Therefore, any increase in cost of the project, during the construction phase, is passed on to the client.

The types of contracts based on scope of execution are as follows:

Item rate contract

These are fixed-price contracts, where the concerned authority provides the detailed design and the estimated quantity of materials. A project is divided into several sub-activities, for which the item-wise quantity of input material to be used is specified in a document called bill of quantities. Bids are invited for the price of each construction activity based on the items specified. As the aggregate of bid amounts form the total project cost, the lowest bidder wins the project. The bill of quantity document may state the quantity of items such as cement, girders, electric boards, wires, etc, to be used, against which the bids are invited.

Lump-sum turnkey (LSTK) contract

LSTK is a fixed-price contract in which the contractor fixes a lump-sum fee based on the specific project requirements. The client states the project specifications with respect to designs, drawings, technical stipulations, quality of raw material, etc, based on which the contractor provides bids, stating a lump-sum fee for execution.

Design and build contract

In this type of a contract, the authority does a conceptual study of the project to be awarded and specifies the technical output details based on which the specifications of the project are decided. The developer has to undertake the detail designing and execution of these projects. EPC and BOT are design and build models.

A few operational models:

VI. BOT-toll/-annuity/-hybrid annuity model (HAM)

VII. EPC

VIII. Toll collection

IX. Operate, maintain and transfer (OMT)

X. Toll, operate and transfer (TOT)

Electronic toll collection (ETC) is a strategic focus area for regulatory and administrative bodies involved in the process of toll collection. It presents several advantages such as limiting toll leakages, reducing the waiting time for vehicles, and improving overall traffic flow at toll plazas. In the future, this may result in significant changes in toll collection operating procedures, followed in all the PPP models.

Types of PPP models

Type of project	Description	Development risk	Financing risk	Traffic risk and accrual of toll fee collection	Net cash outflow for the government	Revenue for private party	Concession period	Award criteria
BOT-toll	Private party builds the road, undertakes O&M and collects toll	Concessionaire	Concessionaire	Concessionaire	Yes (in the form of grant/equity support)	Toll	20-30 years for the NHAI** and other authorities	Highest revenue sharing bid/highest premium / lowest equity support
BOT-annuity	Private party builds the road, undertakes O&M* and collects annuity from the granting authority	Concessionaire	Concessionaire	Authority	Yes, net payment to be made is the difference between the toll collection and the annuity payable	Annuity payment	15-20 years for the NHAI and other authorities	Lowest annuity

Type of project	Description	Development risk	Financing risk	Traffic risk and accrual of toll fee collection	Net cash outflow for the government	Revenue for private party	Concession period	Award criteria
BOT-HAM	Private party builds the road, undertakes O&M. Gets 40% of payment during construction and 60% as annuity along with interest	Concessionaire	Concessionaire	Authority	40% during construction and 60% as semi-annual annuity along with interest, net of toll collected	Construction grant plus annuity payments, interest on annuities, inflation-indexed O&M payments	Around 15 years of operations plus additional construction period	Lowest project cost plus O&M cost
EPC	Private party builds the road, based on the cost incurred by the government	Concessionaire	Authority	Authority	Yes	Contract amount	Not required	Lowest contract price requested
OMT	Private party collects toll, and undertakes O&M and major maintenance	No development risk except minimal risk in case of paved shoulders	Concessionaire	Concessionaire	No	Toll	Up to nine years for NHAI projects	Highest % of toll revenue share or highest premium per year
Tolling	Private party pays the estimated toll upfront to the authority and collects it during the concession period	No development by tolling contractor	Concessionaire	Concessionaire	No	Toll	One year for NHAI projects	Highest revenue-sharing bid
TOT	Private party pays an upfront bid concession fee (summation of NPV of free cash flow based on concessionaire estimates) to the authority, undertakes O&M plus certain capex and collects the toll during concession period	Authority (in case upgradation of lanes is taken up during the concession period)	Concessionaire	Concessionaire	No	Toll	15, 20, 30 years[#]	Highest upfront payment

Note: Development risk refers to construction risk in developing a road project

**Operations and maintenance*

*** National Highways Authority of India*

#As per TOT bundles of NHAI in 2021-22
Source: CRISIL MI&A Consulting, NHAI

BOT

BOT contracts are typically PPP agreements wherein a government agency provides a private player the rights to build, operate and maintain a facility on public land for a fixed period, after which the assets are transferred back to the public authority.

Funding for the project is arranged by the concessionaire through a mix of equity and debt from banks and other financial institutions. Under the basic BOT mode, the concessionaire charges a fee to the users of the project/facility, and may either transfer the entire user fee collected to the authority or may retain the entire amount as revenue. BOT contracts are, therefore, classified into the following types:

Annuity-based contract: Under this contract, the concessionaire is responsible for the construction and maintenance of the project during the concession period. Variability in user fee gives rise to revenue risk, which is borne by the authority. However, the concessionaire generates revenue through fixed annuity payments received from the authority over the concession period. Since this annuity payment is a cost to the authority, the contract is awarded to the lowest bidder. Tolls charged under these contracts are generally regulated by a policy or a public agency.

Toll-based: Under this model, too, the concessionaire is responsible for the construction and maintenance of the project, after which the project's ownership is transferred to the public authority. However, the toll collected is retained by the concessionaire and not transferred to the authority. Therefore, the concessionaire bears the revenue risk during the concession period. As in BOT annuity-based projects, toll charged under these contracts is generally regulated by a policy or a public agency.

HAM: This is a mix of EPC and BOT (annuity) models. In this model, the project cost is shared between the authority and the concessionaire in a 40:60 ratio. This model aims to lower the financial burden on the concessionaire during the project implementation phase. Compared with EPC projects, the shift to HAM will also ease cash flow pressure on the NHAI. It will lower project risk for developers because the NHAI will bear the risk of traffic volume and the developer earns through fixed annuity payments. It will also help developers participate in more projects given that equity contribution per project will now be lower. This model will also encourage banks to lend to road projects because of the NHAI's involvement. HAM was approved by the Cabinet Committee on Economic Affairs on January 27, 2016.

Viability gap funding (VGF)

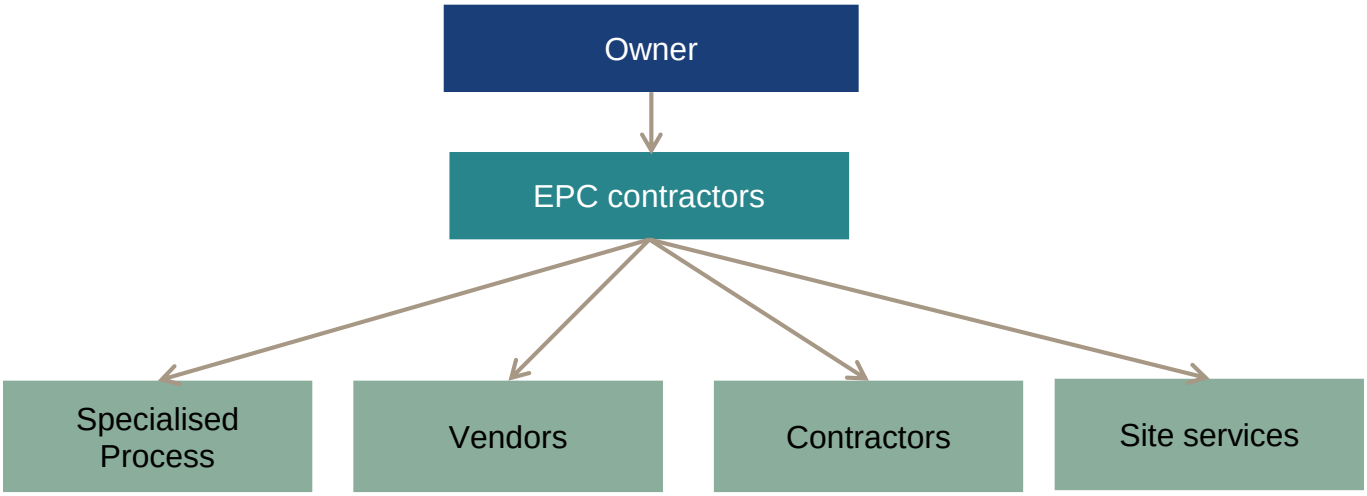
VGF means a grant, one-time or deferred, provided to support infrastructure projects that are economically justified but fall short of financial viability. The VGF scheme was launched in 2004 to support PPP projects. It was a method used by the government for awarding a few BOT projects. Projects generally expected to have traffic numbers insufficient to compensate the costs to the developer were provided an additional grant from the government for execution. The bidder who used to quote the lowest grant used to be awarded the project. The number of projects which got such a grant fell from a high of 23 in fiscal 2010 to only two in fiscal 2016, and no projects in fiscal 2017. Up to fiscal 2012, the rise in the bidding aggression led to a fall in the number of projects receiving VGF. Over fiscals 2013-15, the NHAI's awarding fell drastically. Since fiscal 2016, a majority of the projects awarded by the central government have been on an EPC basis.

In the recently developed HAM model, which in a way is VGF, the government provides 40% of the total cost incurred by the developer during the construction period itself.

EPC

EPC contracts are fixed-price, wherein the client provides conceptual information about the project. Technical parameters, based on the desired output, are specified in the contract. The contractor undertakes the responsibility of designing the project either through an in-house design team or by appointing consultants. Unlike item rate and LSTK contracts, the contractor is allowed to innovate on the project design. Based on these designs, the contractor draws up cost estimates and accordingly bids for the project.

EPC contracts



Source: CRISIL MI&A Consulting

Toll collection

Toll collection, as a separate business model, evolved in 2009. Under this model, the authority invites bids from private players to collect toll on roads constructed under the EPC and BOT-annuity models. It is used for short-duration projects, typically lasting 12 months. The private player with the highest bid is awarded the project. The user fee is pre-determined by the contracting authority. The right to collect user fees during the concession period lies with the private player. A contract of this category involves negligible to minimal road construction and maintenance.

Along with the NHAI, state authorities, municipal bodies and developers are also outsourcing toll collection to private players to recognise revenue upfront. Toll management companies recover their investments and make profits from toll receipts. A typical bidding process adopted by the NHAI and state authorities has been outlined below.

NHAI's bidding process

The NHAI introduced the operate-maintain-transfer (OMT) model for roads in India, and has awarded the maximum number of OMT projects. The bidding process specified by the NHAI for awarding OMT projects is as follows:

NHAI awards OMT projects under a two-stage process: **qualification stage** and **bid stage**

1. **Qualification stage**

The NHAI solicits applicants' qualifications through the request for qualification (RFQ) document, for a prefixed number of OMT projects and road length, to ease the process at the bid stage

The aim of the qualification stage is to evaluate the technical and financial capability of the applicants and decide their eligibility for various categories of OMT projects based on estimated project cost. The cost is specified by the NHAI for all OMT projects and includes all costs expected to be incurred during the project such as cost of major/minor maintenance works, construction of toll plazas, manpower cost, and incident management costs

At the time of applying for qualification, the applicant is expected to indicate the estimated project cost for which he wishes to be qualified, which should be more than Rs 200 million

At the end of the qualification stage, the NHAI gives out a list of qualified applicants along with specific estimated project costs, which qualifies them for participation in the bidding stage. The qualification is typically valid for 12 months

To be eligible for qualification and shortlisting, an applicant is expected to fulfil certain minimum technical and financial criteria:

Technical capacity – The applicant should have an experience of five financial years, prior to the date of application, of paying or receiving payments for construction or paying for development or collection and appropriation of revenue of PPP projects in the highways* or core sectors* (with capital cost of more than Rs 50 million).

Financial capacity – In the financial year preceding immediately, the applicant is required to have minimum net worth of the following amounts:

For an estimated project cost of less than Rs 20 billion – 25% of the estimated project cost

For an estimated project cost between Rs 20 billion and Rs 30 billion – Rs 5 billion plus 50% of the amount by which the estimated project cost value exceeds Rs 20 billion

For an estimated project cost value of more than Rs 30 billion – Rs 10 billion plus 100% of the amount by which the estimated project cost value exceeds Rs 30 billion

In the case of a consortium, the combined technical and financial capacity of the members is evaluated.

The concessionaire is required to engage an experienced O&M contractor or hire qualified and trained personnel to undertake operation and maintenance activities

No separate applications are needed for qualification for OMT projects, which are part of the RFQ

A pre-application conference is also convened by the NHAI, wherein applicants can seek clarifications as well as make suggestions for consideration by the authority

** As per the RFQ recently published by the NHAI, the highways sector includes highways, expressways, bridges, tunnels and airfields; core sectors include power, telecom, ports, airports, railways, metro rail, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage, and real estate development.*

2. Bidding stage

Unlike the qualification stage, where qualification is evaluated for multiple OMT projects at one go through an RFQ, bidding is carried out separately for each OMT project

RFP is floated for every OMT project, after which the bidders (applicants qualified at the qualification stage) will be asked to submit financial bids for the projects after detailed analysis of the project's value

Site detail report as well as concession agreements are also given out in this stage for perusal by qualified bidders

The project is awarded to the bidder who quotes the maximum first year concession fee to be paid to the NHAI or the lowest O&M support required (in case toll revenue from the project is lower than operational expenditures). Till date, all awarded projects have resulted in significant concession fees being paid by concessionaires to the NHAI.

2.10. Key initiatives and overview on HAM

The MoRTH released the standard concession agreement and request for a proposal for the much-awaited HAM for private-public partnerships in the road construction sector in June 2016. HAM is a mix of EPC and BOT-annuity models.

The broad contours of the model of operation are as follows:

40% of the total project cost to be funded by the government, and the remaining by the developer

The project cost will be linked to inflation

Construction support is to be disbursed in five equal instalments of 8% each, and the timing of each such payment will be linked to the percentage of project cost spent by the concessionaire

Traffic risk will be borne by the government, with developers receiving fixed annuities

Annuities will be linked to bank rate plus 3%

80% of land to be provided prior to the appointed date

Key changes to HAM MCA, 2020

Key changes include the following:

- Back-ending of premium payment
- Redefinition of project milestones
- Interest on annuity payments linked to the average one-year MCLR of the top five scheduled commercial banks +1.25%
- 10 milestone payments each, equal to 4% of the bid project cost
- Lenders receive the first charge on all receivables
- Deemed termination of projects
- Maintenance obligations
- Toll fee notifications

	Old Clause	Revised Clause	Impact
Annuity Payments	Interest on annuity payment linked to **RBI determined Bank Rate + 3%**	Interest on annuity payment linked to **average of one year MCLR of top 5 Scheduled Commercial Banks + 1.25%**	Differential between cost of borrowing and interest on annuity reduced, thus preventing erosion of developers' returns due to RBI repo rate changes
Milestone Payments	**5** instalments, each equal to **8%** of the Bid Project Cost	**10** instalments, each equal to **4%** of the Bid Project Cost	Quicker payments helping developers' liquidity
Change in ownership	Original sponsor/ concessionaire shall hold at least 26% of equity during construction period and **2 years thereafter**	Original sponsor/ concessionaire shall hold at least 26% of equity during construction period and **6 months thereafter**	Quicker stake sell-off would ease up developers' balance sheets to bid for new projects
Financial Closure	No clarity on amount on FC	FC to be undertaken for an amount no lower than either: 1. **Total Project Cost (60% of BPC); or** 2. **10% less than (Estimated Project Cost minus 40% of Bid Project Cost)**	Would likely prevent termination of projects due to inadequate financing
Dispute resolution board	In case of a dispute, either party may call upon the Independent Engineer to mediate.	Failing mediation by the IE, either party may require such dispute to be referred to the **Dispute Resolution Board (DRB).**	Quicker dispute resolution mechanism to prevent stuck projects.
Others	Interest mobilization advance linked to bank rate. Termination payments based on previous milestone payments.	Interest on mobilization advance linked to MCLR. Termination payments based on new milestone payments.	NA

Impact

HAM will improve private participation, project awards

The elimination of traffic risk will provide stable cash flows to developers and ensure timely debt servicing for bankers.

The HAM shifts the traffic risk to the NHAI from the concessionaires, with developers being provided fixed annuities based on predetermined schedules. Debt servicing, which is generally challenging during the initial years of the concession period for BOT-toll projects, is set to become easier with the receipt of fixed annuity payments.

The elimination of traffic risk is also a positive, given the bitter experience of road developers, where actual base traffic and traffic growth are significantly lower than estimated. Typically, a two-percentage point decline in traffic growth leads to a ~150 bps decline in project IRRs.

Linking construction and maintenance costs to inflation and ensuring the timely availability of land will mitigate cost overrun risks.

In the past, cost overruns severely impacted project returns. An analysis of projects completed between fiscals 2009 and 2014 shows a dramatic 45% cost overrun for a sample of 51 projects, aggregating to ~3,350 km. The aggregate cost overrun works out to ~Rs 100 billion for these projects.

Typically, a one-year reduction in the concession period owing to project completion delays can reduce project returns by 120-150 basis points (bps). Further, a 10% increase in cost can lower project returns by ~100 bps.

Hence, to address the issue of cost overruns, the government has linked construction, and operation and maintenance costs to inflation. Issues related to delays in land acquisition, which have been the industry's Achilles' heel, have also been addressed, with projects being awarded only after 80% of the land required is in possession of the awarding agency.

In the past, there were significant discrepancies between project costs quoted by the NHAI and project loans taken by developers, due to the factoring in of cost overruns by developers into their own cost estimates. This posed a challenge to bankers in the case of project termination, as compensation was provided by the NHAI only on its approved cost. With project costs being dynamically linked to inflation, bankers' risk has been reduced significantly.

Lower equity contribution requirement to increase private players' ability to bid for projects

With the government incurring 40% of the project cost, the HAM calls for lower equity contribution from developers (~15%, compared with ~25% for BOT-toll projects). This is extremely beneficial, given the current weak financial position of road developers. Further, with the NHAI's equity stake in the project, banker comfort in lending to the project increases significantly.

Developers' interest rate risk to reduce significantly

The HAM provides for bi-annual interest rate payments to concessionaires on the reducing balance of project completion cost, at interest rate payments linked to the average one-year MCLR of the top five scheduled commercial banks +1.25%. This significantly lowers the risk for the developer, in terms of interest rate volatility.

Low-risk model to provide moderate returns

We expect low risk and lower capital requirements to attract private players. Hence, we believe developers would target returns of 11-13%, given the lower risk and assuming moderate competition. Lower competition is mainly on account of the stretched financials of many developers.

Boost private investments in national highways over the next five years

Because of delays in land acquisition and caution shown by lenders in the initial phases for lending to HAM projects, total awarding declined in fiscal 2019 to 2,222 km, compared with 7,397 km in fiscal 2018. Of the total awarding in fiscals 2018 and 2019, ~2,884 and ~977 km, respectively, were awarded through the HAM. The share of private investment has declined between fiscals 2018 and 2019 from 31% to 24%, respectively, mainly on account of EPC projects. Fiscal 2021 saw increased participation in awarding on account of changes to the HAM bid eligibility and

MCA changes. A total of 6,306 km was awarded in fiscal 2022, of which, ~3,468 km was under the HAM, compared with a total 4,818 km in fiscal 2021 (~2,602 km under the HAM).

2.11. Key budgetary proposals for infrastructure sector

The aggregate gross budgetary support (GBS) for capex next fiscal is up 17% over fiscal 2024RE at ₹11.10 lakh crore. For core infrastructure ministries, this is up 4% at ₹5.70 lakh crores. Railway capital expenditure budgeted at ₹2.65 lakh crore is 2.00% higher than fiscal 2024RE, while the GBS at ₹2.52 lakh crore increased 5% over fiscal 2024RE. The three corridors targeted:

4. Energy, mineral and cement
5. Port connectivity
6. high traffic density – will be developed under the PM Gati Shakti plan.

Additionally, 40,000 normal rail bogies would be upgraded to Vande Bharat standards to enhance safety, convenience, and comfort of passengers. The government intends to expand metro rail and Namo Bharat to more cities with focus on rapid urbanisation. Currently, 874 km of metro rail is operational in the country while another 986 km is under construction.

Roads and highways

The overall gross budgetary outlay for the Ministry of Road Transport and Highways doubled from ₹1.28 lakh crore in fiscal 2019 to ₹2.64 lakh crore in fiscal 2024RE. Against this backdrop, the roads and highways capex for the next fiscal has witnessed a sharp moderation in growth rate and is only higher by 3% vis-à-vis fiscal 2024RE. Similar to the previous fiscal, the entire allocation of ₹2.72 lakh crore would be via GBS as the IEBR limit has been completely eliminated in order to reduce the National Highways Authority of India's (NHAI) dependence on market borrowings. On the other hand, the asset monetisation target has increased from ₹10,000.00 crore in fiscal 2024RE to ₹15,000 crore in fiscal 2025BE. To be sure, in 9M fiscal 2024, NHAI has been able to monetise ~₹16,000 crore, which bodes well for the divestment target set out for fiscal 2025. This assumes greater significance as roads account for close to 30% of the National Monetisation Plan (NMP) targets and healthy progress in monetisation of road assets is imperative for the achievement of overall NMP targets.

The budgetary allocation of ₹1.68 lakh crore towards the NHAI for the next fiscal has remained flattish vis-à-vis fiscal 2024RE. The elimination of IEBR and minimal contribution of cess implies that a significantly large portion of NHA! funding would be met through GBS.

Furthermore, the NHAI has been aiming to modify the build-operate-transfer (BOT) model with fast-tracked clearances to award more projects, as the share of this model has dipped to negligible levels in recent years. Large developers are also likely to be interested in BOT projects amidst dipping profitability in the hybrid annuity model owing to competitive bidding. Notably, if successful, the shift towards the BOT model could reduce funding burden on the ministry since 100% of the construction cost is borne by the developer in this model.

Real Estate

The target of Pradhan Mantri Awas Yojana-Gramin (PMAY-G) has been increased by two crore houses for the next five years, a ~68% addition to the current target of about three crore houses.

A new housing scheme will be launched for eligible middle-class households to buy or build their own houses.

Sector-wise funds allocation for infrastructure (Rs trillion)

Sr no	Parameters	FY23A (Rs crore)	FY24BE (Rs crore)	FY24RE (Rs crore)	FY25BE (Rs crore)	Growth in FY25BE over FY24RE (%)
1	PMAY (U)	28,653	25,103	22,103	26,171	18%
2	PMAY (G)	44,962	50,487	28,174	50,650	80%

Source: Budget documents Feb-24, CRISIL MI&A

Capital outlay of the Ministry of Road, Transport and Highways

Capital outlay (Rs billion)	FY16	FY17	FY18	FY19	FY20	FY21	FY22RE	FY23BE	FY23RE	FY24BE	Growth FY24BE vs FY23RE
Ministry of Road, Transport and Highways	275.33	411.93	507.52	676.46	683.74	892	1213	1877	2071	2586	25%

Source: CRISIL MI&A Consulting

Allocation for the Pradhan Mantri Gram Sadak Yojana (PMGSY) for the next fiscal is Rs 190 billion, up 0% over fiscal 2023BE. However, over the past two years, the achievement ratio under the scheme has been a low 70-75%. Therefore, actual expenditure against the allocation remains a monitorable.

2.12. Impact of the 'Make in India' initiative on the roads sector

The 'Make in India' campaign, launched in September 2014, covers 25 major sectors, including roads and highways. The initiatives under the campaign, such as encouraging multinational companies (MNCs) to manufacture products in India, taking steps to improve the ease of doing business, as well as FDI reforms, are expected to benefit the roads sector in terms of increase in traffic movement.

Overview of government initiatives

New tolling policy (2011)

Toll act

The central government is authorised to levy a fee (toll) under Section 7 of the National Highways Act, 1956, for public-funded projects and under Section 8-A of the said Act for private investment projects. The government can levy fees on all sections of national highways (irrespective of four or two lanes), tunnels, bypasses, and bridges with specific cost criteria.

Fee structure

Toll charges are based on rates notified by the government. The fee for use of a section of national highways with four or more lanes for the base year fiscal 2008 shall be the product of the length of such a section multiplied by the rates specified hereunder.

Toll rates for four-lane national highways

Vehicle category	Rs/ km
Car, jeep, van, light motor vehicle	0.65
Light commercial vehicle	1.05

Vehicle category	Rs/ km
Bus or truck	2.2
3-axle commercial vehicle	2.4
Heavy construction machinery, multi-axle vehicles (MAV) with 4-6 axles	3.45
Oversized vehicles with 7 axles or more	4.2

Source: PIB, CRISIL MI&A Consulting

The rates, which will be revised every year, will be an aggregate of the following rules effective April 1, 2016:

Increase of 3% without compounding (on base rates of fiscal 2008)

Compared with the previous year, 40% of the increase in wholesale price index (WPI)

In previous years, the toll rates were fully linked to the WPI, which led to numerous case where WPI would become negative. The current method of toll rates has been beneficial for private players.

Other features of the new tolling policy include the following:

Uniform rates for public- and private-funded projects

Fee for a permanent bridge, bypass, or tunnel costing Rs 0.10 billion or more and that of NH length will be calculated separately

In 2013, 2014, 2015, 2019, 2020, and 2022 some amendments were made to the National Highway Fee (determination of rates and collection) Rules 2008, as follows:

In the case of a four-lane highway being upgraded to a six-lane one, the increase in rate shall be limited to 75% of the fee specified, revised as per the applicable rules calculated on and from the date of commencement of upgrade-related work to the date of completion of the project, according to the agreement entered into with the concessionaire without any annual revision

In certain cases, fee collection is started when the project is 75% complete, but the fee is applicable only to 75% of the operational length

No user fee shall be levied on the delayed period between the date of completion as per the agreement entered into with the concessionaire and the date of actual completion of the project. For the purposes of this rule, any provisional completion shall not be treated as completion of the project.

The tolls rates are calculated on the basis of the road length, excluding bypass (costing more than 100 million) and structures (more than 60 metre). The road length fee is payable at 100% of the applicable rate for four lanes and at 60% for two lanes with paved shoulders

Bypass (costing more than 100 million) length fee is payable at 150% of the applicable rate for four lanes and at 90% for two lanes with paved shoulders

Structure (costing more than 100 million) length fee is payable at 100% of the applicable rate for four lanes and at 60% for two lanes with paved shoulders

Commercial vehicles registered within the district are tolled at 50% discount, and local non-commercial vehicles are issued a monthly pass for a certain amount

The rate of fee for use of an expressway shall be 1.25 times the rate specified in the applicable rule

The rate of fee for private investment projects shall be as specified under the applicable rule or as the concessionaire may determine by issuing a public notice to users

The following method is used to calculate the rate of fee for highways/expressways with standalone structures and structures forming part of linear highways/expressways:

Length of the structure* (L) X Factor "10" = Length in metres

** Structure of 60 metres of length or less*

To calculate fee for a linear highway/expressway, structures will be considered a part of the normal length of highways/expressways

In the December 2013 amendments, the NHAI empowered the concessionaire to collect 10 times the applicable fee from overloaded vehicles. The December 2015 amendments allowed the concessionaire to stop vehicles plying on National Highways unless they cleared their dues. Any vehicle loaded in excess of its maximum permissible gross vehicle weight (GVW) is not permitted to use the National Highway or cross the toll plaza until the excess load is removed or a fee of 10 times the applicable amount is paid. Moreover, the concessionaire can detain the vehicle until all dues are cleared

The May 2018 amendment stated that if a vehicle user with a valid, functional FASTag or any such device with sufficient balance in the linked account crossing a fee plaza installed with Electronic Toll Collection infrastructure is not able to pay the user fee through FASTag or any such device because of malfunctioning of Electronic Toll Collection infrastructure, the vehicle user shall be permitted to pass the fee plaza without payment of any user fee

In the National Highways Fee (Determination of Rates and Collection) Rules, 2008, in rule 11, in clause (e), the word "disability" should be replaced with "DIVYANGJAN"

The fee payable towards discounts shall be paid through pre-paid instruments, smart card or through FASTag or on-board unit (transponder) or any other such device

The executing authority or the concessionaire, as the case may be, provide for multiple journeys to cross a toll plaza within the specified period at the rates specified

The words "may opt for such pass" shall be omitted

"A person who owns a mechanical vehicle", the words, "with valid functional FASTag," shall be inserted

"A person who owns a commercial vehicle (excluding vehicle plying under National Permit)", the words "with valid functional FASTag," shall be inserted.

User of the vehicle not fitted with "FASTag" or vehicle without valid, functional "FASTag" entering into "FASTag lane" of the Fee plazas shall pay a fee equivalent to two times of the fee applicable to that category of vehicles

closed user fee collection system means a system under which the fee is levied based on the actual distance travelled by a mechanical vehicle, on a national highway or expressway

the executing authority or the concessionaire may establish fee plaza on the national highway or expressway on which the closed user fee collection system has been installed

Provided further that no such concession shall be provided for commuting on a national highway or expressway on which fees is levied based on the closed user fee collection system.

Financial incentives for road developers

Under section 80 IA of the Income Tax Act, profits and gains derived by an undertaking are subject to 100% deduction for 10 consecutive assessment years out of 20, beginning from the year in which the undertaking begins to operate the business, provided such profits and gains are derived from the business of: 1) developing, 2) operating and maintaining, or 3) developing, operating, and maintaining a road, including tolls and bridges, a highway project including housing or other activities being an integral part of the highway project. These criteria shall not apply to any enterprise that starts development or operations and maintenance of the infrastructure facility on or after April 1, 2017, as that enterprise shall be eligible for 100% deduction of capital expenditure under section 35AD

Import duty has been completely exempted for public-funded needs on certain identified high-quality construction plants and equipment

Import of bitumen is now permitted under the Open General Licence

External commercial borrowings are permitted up to 35% of the project cost

2.13. Review and outlook of NHAI funding

Asset monetisation critical

As per CRISIL MI&A estimates Rs 17-19 trillion will be invested in national highways between fiscals 2023 and 2027, with public funds dominating overall spending. In light of awarding more projects under the HAM and on a cash-contract basis, NHAI is now relying more on external borrowings and asset monetisation. While asset monetisation via TOT and the InvIT route is challenging in itself, raising external funds is increasing the debt to equity ratio of the authority, with repayments forming a large part of NHAI's outflow. Timely asset monetisation is critical for NHAI to meet its ambitious Bharatmala targets.

Due to higher awarding under EPC and HAM, NHAI's outflow toward milestone payments formed ~46% of the total met through market borrowings.

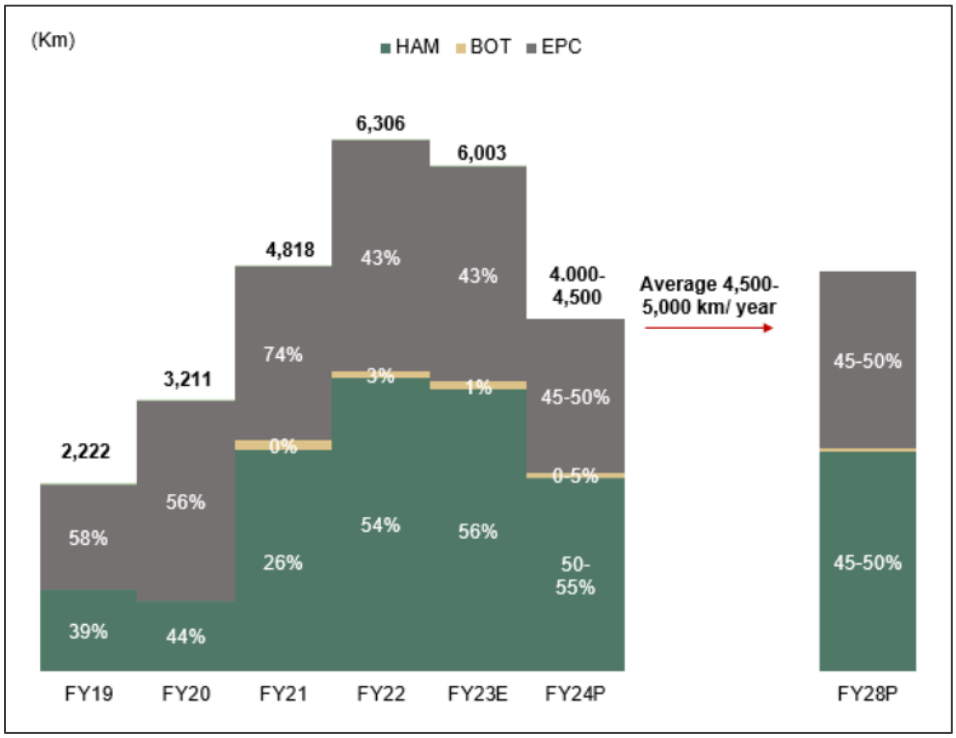
2.14. Investments in National Highways: Review and outlook

NHAI awarding to moderate in fiscal 2024, share of HAM likely to remain stable

National Highways Authority of India (NHAI) awarding has witnessed a rise from merely 2,222 km in fiscal 2019 to 6,003 km in fiscal 2023. Fiscal 2021 was a pivotal year since despite the COVID-induced disruptions, the NHAI awarded 4,818 kms in which was a three fiscal high back then. Additionally, favorable changes in the BOT and HAM agreements, and relaxation of bidder eligibility criteria not only indicated a clear policy shift to improve private-sector participation but also aided the spurt in the HAM awards. In fiscal 2023, NHAI's awarding volume remained above the 6,000 km mark for the second consecutive year as 6,003 km was awarded during the fiscal year. The share of HAM in awarding increased slightly from 54% in fiscal 2022 to 56% in fiscal 2023. On the other hand, the share of EPC remained unchanged at 43%.

In fiscal 2024, awarding momentum has been marred by various roadblocks. NHAI's flagship Bharatmala Pariyojana Programme (BMP) Phase-1 has witnessed significant cost overrun on account of costlier land acquisition and high inflation. Notably, as per CAG audit report, while only 75% of the estimated project length has been awarded, 158% of the original estimated financial cost has already been expended. Currently, the estimated cost of the BMP phase-1 is almost twice and the initial estimate and the ministry is awaiting cabinet approval for a revamped programme and additional funds in order to undertake rapid awarding of projects in the pipeline. As a result, as per CRISIL MI&A estimates, NHAI awarding is expected to moderate to ~4,000-4,500 kms during fiscal 2024. However, the respective shares of HAM, EPC and BOT in the total awarding are expected to remain at similar levels vis-à-vis fiscal 2023. Over the medium term, it is expected that the NHAI would continue to award ~5,000 kms per year on an average between fiscals 2024 and 2028. Furthermore, the shares of HAM, EPC and BOT in the awarding are expected to remain largely stable without any significant deviations. Additionally, going forward, developers are also likely to free up capital and deleverage their balance sheets through stake sales supported by the strong pipeline of projects under Bharatmala and the NIP.

Share of HAM in NHAI awarding to remain similar despite moderation in awarding momentum



P: Projected

Sources: NHAI, CRISIL MI&A Consulting

Outlook of toll collection and remittance on national highways

As per IHMCL data, the electronic toll collection on national highways is estimated to have reached ~₹ 463 billion in the fiscal year 2023. Further, toll collections are expected to grow at a CAGR of 9.5-10.0% between fiscal years 2023 and 2028 on a like-to-like basis and to grow at 18-19% considering new road additions and subsequent tolling on them over the same period. The growth will be driven by factors such as improvement in overall economic activity, efficiency gains due to removal of check posts post implementation of GST, increase in both passenger and commercial vehicles, strong execution pipeline of road and highway projects, better compliance and blocking of leakages due to electronic toll collection.

2.15. Key transactions in road sector

Recent key asset sales and private equity transactions

Date	Target	Buyer	Seller	Deal value (Rs mn)	% sought
Jan-2024	Portfolio of 11 HAM & 1 BOT (UPSHA)	KKR & Co	PNC Infrastructure	90,057	100%

Date	Target	Buyer	Seller	Deal value (Rs mn)	% sought
Apr-2023	Kundapur-Surathkal section (90.1 km road project in Karnataka, comprising 74.8 km Kundapur-Surathkal section and 15.3 km Mangaluru-Kerala border section	KKR & Co	Navayuga Udupi Tollways	9240	NA
Apr-2023	Baharampore-Farakka Highways Ltd	Cube Highways and Infrastructure Pte Ltd	HCC Group	13,230	NA
Mar-2023	Aurang Tollway (section of NH 6 between Aurang in Chhattisgarh and Odisha border)	Macquarie Group	BSCPL	16,000	NA
Feb-2023	5 completed HAM assets (Welspun Delhi Meerut Expressway Pvt Ltd, Welspun Road Infra Pvt Ltd, MBL (CGRG) Road Ltd, MBL (GSY) Road Ltd, Chikhali Tarsod Highways Pvt Ltd) and one operating BOT toll asset (Welspun Infrafacility Pvt Ltd)	Actis and Welspun Enterprises	5 completed HAM assets (Welspun Delhi Meerut Expressway Pvt Ltd, Welspun Road Infra Pvt Ltd, MBL (CGRG) Road Ltd, MBL (GSY) Road Ltd, Chikhali Tarsod Highways Pvt Ltd), and Welspun Infrafacility Pvt Ltd	NA	NA
Nov-2022	Eastern Peripheral Expressway	CDPQ-backed Maple Highways	NHAI	62,670	NA
Oct-2022	InvIT (across 7 states: Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Uttar Pradesh, Telangana)	CPPIB and Ontario Teachers' Pension Plan Board	National Highways Infra Trust	NA	NA
Sep-2022	Andhra Pradesh and Gujarat assets (Tada Nellore)	Adani Group	Macquarie Group	31,100	NA
Aug-2022	SP Jammu-Udhampur Highway Ltd	NIIF	Shapoorji Pallonji Group	22,800	100%
Jul-2022	Navayuga Quazigund Expressway Pvt. Ltd	NIIF	Navayuga Quazigund Expressway Pvt Ltd	30,350	NA

Date	Target	Buyer	Seller	Deal value (Rs mn)	% sought
Jun-2022	Six operating highway toll projects	Actis' Long Life Infrastructure Fund	Welspun Enterprises Ltd	60,000	100%
Jun-2022	Five operational road projects	IndInfravit Trust, an InvIT led by Canada Pension Plan Investment Board	Brookfield	93,750	100%
April – 2022	KKR & Co's road platform in India	Ontario Teachers	Ontario Teachers' Pension Plan Board committed an investment to boost alternative investment company KKR & Co's road platform in India.	Committed Rs 13.33 billion ($175 million)	-
Jul-2021	One highway concession	KKR Asian Fund III LP	Global Infrastructure Partners	-	39%
Jan-2021	Shree Jagannath Expressways Pvt. Ltd	Indian Highway Concessions Trust	Bharat Road Network	7,300	74%
Dec-2020	Jorabat Shillong Expressway Ltd	Sekura Roads Ltd	IL&FS Transportation Networks Ltd	9,300	100%
Dec-2020	Chenani Nashri Tunnelway Ltd.	Cube Highways and Transport Assets Advisors Private Limited	IL&FS Transportation Networks Ltd	39,000	100%
Jun-2021	Navayuga Road Projects Pvt. Ltd. – two road projects	Sekura Roads Ltd	Navayuga Road Projects Pvt Ltd	-	100%
Feb-2021	Sadbhav Infrastructure Projects Ltd	Allianz Global Investors joined by AMP Capital	-	To raise Rs 7 billion ($96 million) through NCDs	-
Jan-2021	Chennai Elevated Tollway Ltd	JC Flowers Asset Reconstruction Company	-	Acquire over half of the debt of a stressed road developer at a discount of over 80%	-
Dec--2020	Chenani Nashri Tunnelway Ltd Asset, a road tunnel, from Infrastructure Leasing & Financial Services Ltd	Cube Highways and Infrastructure Pvt Ltd	-	Rs 39.0 billion ($528 million)	-

Date	Target	Buyer	Seller	Deal value (Rs mn)	% sought
Sep-2020	Farakka Raiganj Highways Ltd	Cube Highways and Infrastructure Pvt Ltd	Hindustan Construction Company	Rs 15.08 billion (USD 205 million)	-
Jan-2020	KNR Walayar Tollways Pvt Ltd	Cube Highways and Transport Assets Advisors Private Limited	KNR Construction Ltd	6,200	100%
Aug-2019	Five under construction HAM projects – Dilip Buildcon Ltd	Cube Highways and Transport Assets Advisors Private Limited	Dilip Buildcon Ltd	7,300	100%
Aug-2019	KNR Shankarampet Projects Pvt Ltd	Cube Highways and Transport Assets Advisors Private Limited	KNR Construction Ltd	1,000	100%
Feb-2019	Two road projects – KNR Construction Ltd	Cube Highways and Transport Assets Advisors Private Limited	KNR Construction Ltd	2,000	100%

Source: Industry, CRISIL MI&A Consulting

2.16. Overview of investments in road platforms

Investments by private sector to grow 2x over the next five years

CRISIL expects private construction investments in national highways to increase 2x to Rs 2.7 trillion over fiscals 2023-2027 compared with the previous five years. This is expected to be mainly through the (HAM) mode, as the BOT toll mode may have only a few takers.

A policy push in the form of changes in model concession agreements (MCAs) for HAM and BOT projects and reduction in bid eligibility criteria across all national highway projects would bode well for private participation. However, the share of HAM in total awarding is constrained by the banks' cautious approach in lending to such projects.

Amid the Covid-19 pandemic, the NHAI and ministry took various steps under the Atmanirbhar package to ease the problems developers faced. Releasing monthly payments (instead of milestone-based payments), extension of timelines for completion of projects, etc have helped sustain private participation in the sector.

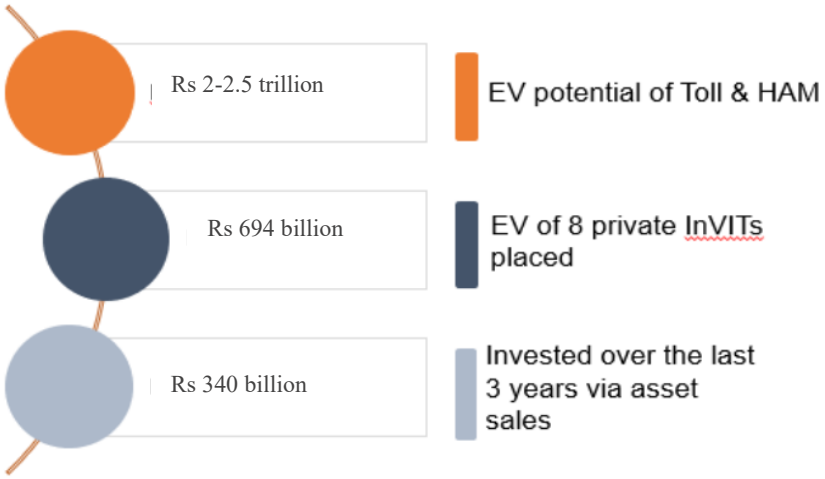
Asset monetisation, equity infusion key to support private investment in the long run

There are two broad drivers of asset sales in the roads sector — rationalisation of financial position to improve balance sheet strength and asset churning to be able to participate in the upcoming projects. The erstwhile major BOT players are selling off assets to reduce their debt burden and free up equity, which can be infused projects under execution.

HAM players are currently selling off their HAM assets to participate in the upcoming HAM projects. Some players intend to sell off under-construction projects to financial investors and continue the execution themselves. Thus, they convert HAM projects to EPC without facing the cut-throat competition prevalent in the EPC segment. The strategy will help them retain margins.

About Rs 700-800 billion has already been invested through these models. CRISIL's analysis of BOT and HAM projects indicates a potential of ~Rs 2.0-2.5 trillion in terms of enterprise value.

Asset monetisation has a lot of potential to free up developers' balance sheets



Source: CRISIL MI&A Consulting

3. Overview of Infrastructure Investment Trusts (InvITs) for roads in India

3.1. Overview of InvITs currently listed in India

InvITs to deleverage balance sheets and enable capital recycling

Infrastructure investment trusts (InVITs) will help free up capital of players by divesting stake in operational assets and help recycle this capital to deleverage balance sheets for creating new assets.

Details of InVITs currently registered in India:

Name	Sponsor	Date of registration	Assets
IRB InviT Fund	IRB	Mar-2016	5 toll road assets & 1 HAM asset
Indinfravit Trust	L&T IDPL	Mar-2018	19 BOT-toll, 4 BOT annuity assets
Oriental Infratrust	Oriental Group	Mar-2019	4 toll & 1 annuity asset

Name	Sponsor	Date of registration	Assets
IRB Infrastructure Trust (IRB InVIT II)	IRB Infrastructure Trust (IRB InVIT II)	Nov-2019	10 operational toll projects, 1 under construction project & 1 proposed under construction project
Bharat Highways InvIT	G R Infraprojects Limited	Aug-2022	7 HAM assets
Cube Highways Trust	Cube Highways Group	Apr-2022	17 toll and 1 annuity asset
Highways Infrastructure Trust	Galaxy Investments II Pte. Ltd	Dec-2021	5 BOT Toll, 2 Annuity Assets and 3 HAM assets (in process of acquiring 3 other assets)
Indian Highway Concessions Trust	Maple Highways Pte Ltd	Feb-2020	2 toll assets
National Highways Infra Trust	National Highway Authority of India	Oct-2020	5 BOT Annuity, 3 TOT Toll
Shrem Invit	Shrem Infra Structure Private Limited	Feb-2021	15 NHAI & 1 MoRTH HAM Assets, 2 NHAI toll assets, 10 State (Toll+Annuity) assets and 6 State Annuity
Roadstar Infra Investment Trust	IL&FS Transportation Networks Ltd	Dec-2020	4 Assets (2 BOT Annuity and 2 BOT)

Note: Details pertaining to Roadstar Infra Investment Trust is currently not available

Source: Credit Rating Rationale, DRHP, CRISIL MI&A

Year wise developments in InvITs

InvIT	Year	Progress
Cube Highways Trust	Apr 2023	As per the SEBI's website, the InvIT filed the final placement memorandum in April 2023. Its portfolio assets include 18 toll assets and one annuity asset, totaling 1,636.5 km

InvIT	Year	Progress
Highway Infrastructure Trust (HIT)	Dec 2021	HIT is sponsored by Galaxy, in which KKR is an investor. It has acquired an initial portfolio of six operational projects with four toll and two annuity roads. It has acquired a portfolio of 11 assets from PNC Infrastructure comprising of 10 HAM & 1 BOT (UPSHA) assets in FY24
National Highways Infra Trust	Nov 2021	Eight road project assets (five in round-1 and three in round-2) have been transferred to the InvIT. It was listed in November 2021. Round-1 assets have received appointed date as December 2021. Round-2 assets were transferred in September 2022.
Shrem InvIT	Feb 2021	As of January 2023, the InvIT's portfolio had 28 projects (24 acquired from Dilip Buildcon Ltd in 2017 and 2018 and four newly acquired SPVs). Six additional SPVs were proposed to be acquired. The projects consist of annuity, state toll & annuity, NHAI HAM, MoRTH HAM and NHAI toll assets across five states. Floated by the sponsor, Shrem Infra Structure Pvt Ltd, Shrem InvIT got SEBI approval in February 2021.
IRB InvIT Fund	Feb 2020	In August 2019, the company had announced signing of definitive agreements with GIC affiliates, for up to Rs 44 billion investment for 49% stake in a portfolio of nine of its assets through private InvIT structure (IRB Infrastructure Trust) with IRB retaining the controlling 51% stake in the trust. The portfolio has 5,900 km in Haryana, Uttar Pradesh, Rajasthan, Gujarat, Maharashtra, and Karnataka. In October 2020, IRB Infrastructure Trust successfully closed the second tranche of fund raising by way of rights Issue of units amounting to Rs 5.1 billion. Being the sponsor and 51% stakeholder, the company contributed Rs 2.6 billion and the GIC affiliates, the balance Rs 2.5 billion. This is part of the total commitment of Rs 44 billion by GIC affiliates for the 49% stake in private lnvIT housing nine BOT assets. Of Rs 44 billion, the trust received Rs 37.53 billion in February 2020.
	May 2017	A fresh issue of units of about Rs 43 billion and an offer for sale of about Rs 30 billion. The proceeds from the offer from sale went to the sponsor, IRB, while the proceeds of the fresh issue (about Rs 42 billion) were invested in the six road assets under the InvIT in the form of debt. The repayment of existing debt on the SPV to the lenders was completed.
IndInfravit Trust (L&T IDPL)	Jun 2019	Sadbhav Engineering transferred nine operational BOT assets (seven toll and two annuity) to this InvIT. The enterprise value of these assets is Rs 66 billion, which will help deconsolidate Rs 40 billion of Sadbhav's debt. This, in turn, will help unlock funds to bid for newer HAM projects.
	Apr 2018	L&T privately placed the InvIT units. It has transferred five operational assets to this InvIT.
Oriental InfraTrust	Jun 2019	It has five operational road assets of approximately 621 km.

Source: CRISIL MI&A Consulting

InvITs, as envisaged in Union Budget 2014-15, will own and manage income-generating infrastructure projects. As per regulations, these trusts will be allowed to make only 20% of their investments in under-construction projects. The rest will have to be invested in completed, revenue-generating infrastructure projects. Such trusts are expected to help unlock tied-up capital of developers and attract foreign capital.

In Union Budget 2015-16, the finance minister exempted the capital gains tax on sponsors at the time of listing of units of InvITs. In Union Budget 2016-17, distributions made from special purpose vehicles to InvITs were exempt from the dividend distribution tax.

Additionally, the Union budget (FY21) announcement of scraping dividend distribution tax (DDT) and shifting the taxation of such payouts to investors would prove to be a negative for InvITs. Our interactions with market participants, however, indicate that given this could hurt asset monetisation plans esp. in the roads sector, the government may create a carveout for InvITs to allow them to continue with the earlier regime.

4. State Highways

4.1. Review and Outlook of State Road

State road capex to continue its growth this fiscal, albeit at a slightly lower pace

CRISIL MI&A's analysis of state road budgets indicates that state road capex forms 45-50% of the sector. State capex on roads & highways sector remained flattish in fiscal 2021 due to constrained state funds. On this low base, it grew by 21% in fiscal 2022 and is estimated to have further grown by 10-13% in fiscal 2023 largely in line with the growth in budgetary outlay. Subsequently, growth is expected to moderate slightly to 8-12% over the next 2 years.

Our interactions with market participants indicate that state road projects funded by external agencies such as World Bank or ADB or have private/bank funding such as Expressways under UPEIDA have not had much impact due to COVID-19, as compared to state-funded projects.

OUR BUSINESS

Some of the information in this section, including information with respect to our plans, strengths, and strategies, contain forward-looking statements that involve risks and uncertainties. You should read "Forward Looking Statements" on page 17 for a discussion on the risks and uncertainties related to those statements and also "Risk Factors", "Audited Special Purpose Combined Financial Statements", "Projections of Revenue From Operations and Cash Flow from Operating Activities" and "Discussion and Analysis by the Directors of the Investment Manager of Financial Condition and Results of Operations and Cash Flows of the Project SPVs of the Trust" on pages 59, 393, 480 and 270, respectively, for a discussion of certain factors that may affect our business, financial condition or results of operations. Our actual results may differ materially from those expressed in or implied by these forward-looking statements. Our fiscal year ends on March 31 of each year, and references to a particular Fiscal are to the twelve months ended March 31 of that year. Unless otherwise stated or the context requires otherwise, the financial information included herein is based on our Audited Special Purpose Combined Financial Statements included in this Draft Placement Memorandum. For further details, please see the section "Audited Special Purpose Combined Financial Statements" on page 393.

Unless otherwise stated or the context requires otherwise, references in this section to "we", "our" or "us" are to Roadstar Infra Investment Trust along with the Project SPVs. However, for the purpose of the Audited Special Purpose Combined Financial Statements, references to "we", "us", and "our" refers to the Project SPVs. We have included various operational and financial performance indicators in this section, some of which may not have been derived from our Audited Special Purpose Combined Financial Statements and which may not have been subject to an audit or review of the auditors. The manner in which such operational and financial indicators are calculated and presented, and the assumptions and estimates used in such calculations, may vary from that used by other entities in the business similar to ours. Eligible Creditors are accordingly cautioned against placing undue reliance on such information in making a decision to participate in the Unit Distribution and must evaluate such information in the context of the Audited Special Purpose Combined Financial Statements.

Unless stated otherwise or the context otherwise requires, industry and market data used in this section has been obtained or derived from the CRISIL Report, publicly available information as well as industry publications and sources, including from various government publications and websites. The data may have been re-classified by us for the purposes of presentation. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed, and their reliability cannot be assured. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. Eligible Creditors must rely on their independent examination of, and should not place undue reliance on, or base their decision to participate in the Unit Distribution solely on this information.

Overview

Unit Distribution and Trust Formation Overview

The Union of India, acting through the Ministry of Corporate Affairs, had filed a company petition under sections 241 and 242 of the Companies Act, 2013 against the IL&FS Group before the NCLT on the grounds of, *inter alia*, that the affairs of the IL&FS Group were being conducted in a manner prejudicial to public interest. Subsequently, the NCLT directed suspension of the then existing board of directors of IL&FS and constitution of a new board of directors of IL&FS comprising the nominees of the Ministry of Corporate Affairs (the "**New Board**"). The New Board, undertaking steps for designing and implementing a fair and orderly resolution of the outstanding debt of the entire IL&FS Group, and for the purposes of resolution of certain portion of the debt of ITNL proposed the setting up of an infrastructure investment trust.

Consequently, Roadstar Infra Investment Trust as sponsored by Roadstar Infra Private Limited, was established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly, and is registered under the InvIT Regulations.

The Trust has acquired each of the Project SPVs (except BAEL). The Trust proposes to acquire BAEL and the remaining shareholding of 14.50% of MBEL prior to the filing of the Placement Memorandum. Please refer to the section "*Formation Transactions in relation to the Trust*" on page 26 for more information in relation to the shareholding of the Trust in the Project SPVs. The proposed Unit Distribution will be in accordance with (i) the Resolution Framework as approved by the NCLAT vide its order dated March 12, 2020 and/or any other appropriate judicial authority and in terms of the interim distribution as approved by the NCLAT vide its order dated May 31, 2022 and (ii) a distribution plan setting out the details and manner of distribution of, among other assets, the Units issued by the Trust as may be approved by the board of directors of IL&FS.

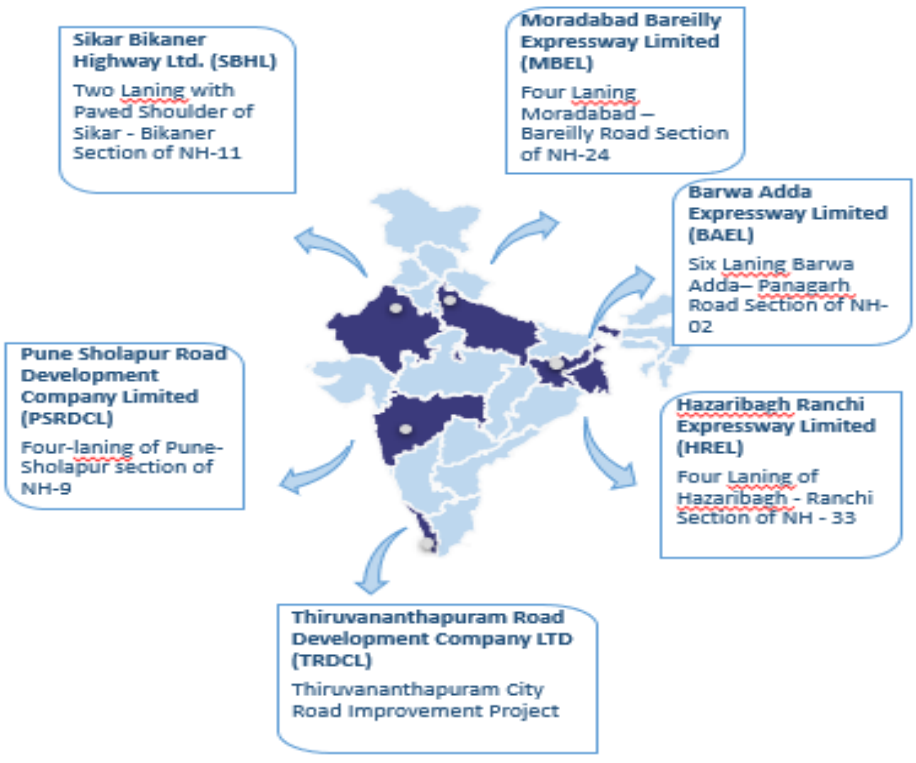
For more details in relation to the Resolution Framework and the holding of the Trust in the Project SPVs, please refer to sections "*Unit Distribution Background*" and "*Formation Transactions in relation to the Trust"* on pages 362 and 26, respectively.

Business Overview

The Trust is established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly, and is registered under the InvIT Regulations. The Trust, through its Project SPVs (subject to the proposed acquisition of BAEL), together operates 6 road assets, aggregating to 685.16 kms, located across 6 states in India.

The Project SPVs had a weighted average residual concession life (weighted on the basis of residual life-time pre-MM EBITDA) of 14.28 years as on March 31, 2023 and a weighted average operating history (weighted on the basis of Fiscal 2023 estimated pre-MM EBITDA, assuming COD and appointed date as the beginning date for BOT/DBFOT assets) of 8.33 years as on March 31, 2023.

The map below sets forth the location of our projects in the Project SPVs:



The tables below set forth an overview of the Project SPVs:

S. No.	Relevant Project SPV	Project length and number of lanes	State(s)	Residual Life (in years, as of March 31 2023)	Model	Actual Revenue from Toll Fee / Annuities in FY 2023 (in ₹ million)
1.	Hazaribagh Ranchi Expressway Limited	73.50 kms 4 lanes	Jharkhand	5.34 years	Annuity	789.02
2.	Moradabad Bareilly Expressway Limited*	121.00 kms 4 lanes	Uttar Pradesh	12.69 years	Toll	3,340.98
3.	Pune Sholapur Road Development Company Limited*	102.08 kms 4 lanes	Maharashtra	8.31 years	Toll	1,904.91
4.	Sikar Bikaner Highway Limited*	237.58 kms 2/4 lanes	Rajasthan	14.90 years	Toll	746.08
5.	Thiruvananthapuram Road Development Company Limited**	28.12 kms (excluding phase I*) 2/3/4/6 lanes	Kerala	Phase II- 3.90 years Phase III- 6.90 years Phase IV-8.17 year	Annuity	268.19
6.	Barwa Adda Expressway Limited*#	122.88 kms 6 lanes	Jharkhand/West Bengal	11.00 years	Toll	2,479.84
Total		685.16				9529.02

Notes:
** Extendable based on target traffic as per provisions contained in the respective Concession Agreement*
*** Phase I concession period ended in July, 2022*
In the process of being transferred to the Trust. See "Formation Transactions in Relation to the Trust - Details of arrangements pertaining to the Trust- Barwa Adda Expressway Limited" on page 28

In addition to the Project SPVs, the Trust through the Investment Manager may also have the ability to acquire new projects. For further details, please see the sections "*Corporate Governance*" and "*Related Party Transactions*" on pages 135 and 300, respectively. The Investment Manager is responsible for managing the Trust and the Project SPVs, as well as undertaking investment decisions relating to us and our assets. The Investment Manager meets the experience criteria as required under the SEBI InvIT Regulations. As required under the InvIT Regulations, the experience of the Investment Manager in fund management or advisory services or development in the infrastructure sector is above 5 years. Further, the Investment Manager is responsible for defining our strategic direction, including in relation to our future acquisitions, divestments or enhancement of assets. For further details, please see "*Parties to the Trust – The Investment Manager – Roadstar Investment Managers Limited*" – on page 110.

The Trustee, Axis Trustee Services Limited, is a trusteeship company registered with SEBI as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended. On behalf of our Unitholders, the Trustee is responsible for (a) ensuring that our business objectives and investment policies comply with the provisions of the InvIT Regulations and other applicable law, and (b) monitoring the activities of the Investment Manager (in terms of the Investment Management Agreement) and the Project Manager (in terms of the Project Implementation and Management Agreement). For further details, please see "*Parties to the Trust – The Trustee – Axis Trustee Services Limited*" on page 97.

The Project Manager, Elsamex Maintenance Services Limited, is responsible for the operations and management of the Trust and ensuring compliance with the respective concession agreements and project documents, making arrangements for appropriate maintenance, oversee the progress of development, status of approvals and other aspects of the projects of the SPVs. The Project Manager has been appointed as per the terms of the Project Implementation

and Management Agreement. Neither the Project Manager nor any of the promoters or directors of the Project Manager (i) is debarred from accessing the securities market by SEBI; (ii) are or have been a promoter, director or person in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; and/ or (iii) are or have been declared a wilful defaulter by any bank or financial institution or consortium thereof in accordance with the guidelines on wilful defaulters published by the RBI. For further details, please see "*Parties to the Trust – The Project Manager – Elsamex Maintenance Services Limited*" – on page 125.

Each financial year, we intend to distribute a minimum of 90.00% of the net distributable cash flows of the Trust available for distribution to our Unitholders. For further details, please see, "*Distribution*" on page 265.

Our revenue from operations for the nine month period ended December 31, 2023, Fiscal 2023, Fiscal 2022 and Fiscal 2021, were ₹ 8,486.89 million, ₹ 9,940.48 million, ₹ 7,631.12 million and ₹ 7,387.22 million, respectively. Our profit / (loss) after tax for nine month period ended December 31, 2023, Fiscals 2023, 2022 and 2021, were (₹ 324.12 million), (₹ 1,131.52 million), ₹ 995.87 million and ₹ 14,499.84 million, respectively.

For details of credit ratings obtained by the Trust, please see "*General Information – Credit rating"* on page 96.

Our Strengths

The Investment Manager believes the following to be the key strengths of the Trust:

Large and Diversified Portfolio of Highway Assets

The Trust proposes to have a sizeable initial portfolio consisting of the six Project SPVs, of which five Project SPVs (except BAEL) have already been acquired. The Trust proposes to acquire BAEL prior to the filing of the Placement Memorandum, subject to receipt of the relevant approval from NHAI. These assets represent a scaled and diversified portfolio, as the Project SPVs consist of 6 highway assets having an aggregate length of 685.16 kms, located across 6 states in India.

Each of the Project SPVs has entered into a long-term concession agreement with either NHAI or a state authority with tenors ranging between 17.50 and 25 years. As of December 31, 2023, the Project SPVs had a weighted average residual concession life (weighted on the basis of residual life-time pre-MM EBITDA) of approximately 14.28 years.

Our assets are operated under different types of concessions, and for the nine month period ended December 31, 2023 and the fiscal years ending March 31, 2023, March 31, 2022, March 31, 2021, revenue from toll assets represented 79.34%, 85.23%, 90.36% and 87.47% of our combined revenue and 95.37%, 93.91%, 91.50% and 94.39% of the combined EBITDA, while revenue from annuity assets represented 6.81%, 7.94%, 9.64% and 12.53% of our combined revenue and 4.63%, 6.09%, 8.50% and 5.61% of the combined EBITDA, respectively.

Sizeable portfolio of mature and revenue generating assets

As of December 31, 2023, the Project SPVs had a weighted average operating history (weighted on the basis of Fiscal 2023 estimated pre-MM EBITDA, assuming COD and appointed date as the beginning date for BOT/DBFOT assets) of 8.33 years.

4 out of 6 Project SPVs are Toll Assets with an average operational life of 18.76 years. The toll assets contribute 93.91% of the combined EBITDA and has grown at CAGR of 13.20% over the last three years and at a CAGR of 9.30% over the last 5 years.

Skilled and experienced management team

The Investment Manager is led by a management team with vast experience in the road sector. The Investment Manager's management team consists of experienced personnel in the top management and key strategic positions having over 10-15 years' experience in operations of road projects, fund raising and fund management, finance and

accounting, and regulatory compliance. In addition, the board of directors of the Investment Manager comprises of professionals having experience of serving in senior management roles, large multinational banks, regulatory bodies, and government institutions.

The vast experience of the management team of the Investment Manager shall enable the Investment Manager to employ a business strategy appropriate for the Trust, and assist the Investment Manager in areas of governance, engineering and operations.

In house operation and maintenance teams having rich and hands on experience with a consistent track record of managing some of the marquee projects in the infrastructure space.

The Investment Manager and the Project Manager have adequate experience in road engineering, design, construction, operation & maintenance of road and highway projects. The Project Manager has been maintaining a road portfolio of 14 assets encompassing 1,021 kms (4,108 lane kms)**.** The Project Manager has in-house expertise on Electronic Toll Collection System (ETC), highway traffic management systems and integrated tunnel control systems and is currently operating 21 toll plazas with 172 toll lanes, highway traffic management systems at 3 road projects with a total length of 296 kms and integrated tunnel control system at one tunnel project of 9 kms.

The current portfolio of projects in the Trust are part of the portfolio of assets developed by ITNL. ITNL has a strong presence in the road infrastructure sector and credited with having developed some marquee projects like the longest road tunnel project in India, first city roads projects under PPP in the state of Kerala and having developed the metro projects in Gurgaon under PPP.

Promising sector with strong fundamentals and supportive government policies.

As per the CRISIL Report, the roads sector in India registered a strong pace of constructions by NHAI, growing 6,003 km (16.4 km per day) in fiscal 2023 from 3,071 km (8.4 km per day) in fiscal 2018. The investments in the roads and highways sector rose from ₹1.7 trillion in Fiscal 2018 to ₹2.9 trillion in Fiscal 2022, registering a 1.7 times growth. Additionally, India's passenger traffic logged at a CAGR of about 8.00% from around 165.00 million in Fiscal 2017 to around 209.00 million in Fiscal 2020. In addition to the rapid growth in the road sector, the Government of India has initiated various policies and programmes for the enhancement of the road sector in India.

The Trust operates in the road sector which we believe is a strategically important sector for the Indian Government in its focus for the development of infrastructure in the country. As evidenced in the recent past, the Indian Government has undertaken various initiatives in the road sector including the construction and development of various large expressway projects, which we believe shall provide growth opportunities to the Trust in future.

Transfer of assets into the Trust pursuant to NCLT orders in line with Resolution Framework for the IL&FS Group, by NCLAT in March 2020.

The transfer of Project SPVs to the Trust is a part of the resolution efforts undertaken by the New Board of IL&FS under the Resolution Framework approved by the NCLAT. The Project SPVs (except BAEL) were transferred to the Trust pursuant to NCLT Order which provides a title which is free and clear from all encumbrances, liens, security interest and third party claims (including any statutory or tax claims).

For further details on the market opportunity for the road infrastructure industry in India, please see the section "*Industry Overview*" on page 152.

Business Strategies

The Investment Manager believes the following to be the key strategies of the Trust:

Active asset management to drive organic growth

The Investment Manager will employ an active asset management strategy in the existing assets to drive growth of the portfolio. In particular, the Investment Manager will seek to maintain or improve the Project SPVs net incomes

and free cash flows by, among other initiatives, minimizing revenue leakages, formulating and adopting policies and procedures and structuring investments to address regulatory considerations. The Project Manager will continue to assist the Investment Manager by carrying out the operations, management and maintenance of the projects in accordance with the relevant concession agreement and the Project Implementation and Management Agreements and by procuring, operating and maintaining the relevant project's toll management systems, improving the effectiveness of routine and major maintenance activities and instituting controls on administrative expenditures and overheads.

Calibrated expansion of the portfolio

The Investment Manager also intends to expand the portfolio of the Trust by acquiring further assets that adhere to certain asset selection criteria, which includes access to important locations in the vicinity, connecting roads, industrial and manufacturing hubs, connectivity with raw materials, ports, and also evaluating competing modes of transportation.

The Investment Manager intends to expand the portfolio without compromising on the operation and management of the existing Project SPVs while providing attractive cash flows and yields, and opportunities for future income and capital appreciation for our Unitholders.

Implementing prudent capital management policies

The Investment Manager intends to institute and implement a capital management strategy that is consistent with its objective of maximizing distributions to our Unitholders while also generating consistent total returns. To achieve these objectives, the Investment Manager will aim to ensure an efficient cost of capital and an optimal capital structure of the Trust and the Project SPVs to maximize cash distribution to Unitholders while also retaining adequate flexibility to acquire assets in the future.

Pursuant to the Unit Distribution, the Trust's total consolidated borrowings are expected to be less than 49.00% of the total value of the Trust's consolidated assets, in compliance with the InvIT Regulations.

Structure of Roadstar Infra Investment Trust

The Roadstar Infra Investment Trust was settled on October 6, 2020 in accordance with the provisions of the Indian Trusts Act, 1882, and the Trust is registered with SEBI as an InvIT pursuant to the InvIT Regulations. The Trust's principal investment objectives are to carry on the activities of, and to make investments as an infrastructure investment trust, as permissible in terms of the InvIT Regulations and in accordance with the InvIT documents, to the extent applicable. For details on the Unit Distribution and Trust Formation, see "*Our Business - Unit Distribution and Trust Formation Overview*" on page 189 and for more details on the investment objectives, see "*Overview of the Trust – Investment Objectives"* on page 23.

Operations and maintenance

Under the concession agreements, the Project SPVs are required to operate and maintain the project highway in accordance with the concession agreement either by itself, or through an O&M contractor. Typically, the operation and maintenance obligations include:

(i) permitting safe, smooth and uninterrupted flow of traffic during normal operating conditions;
(ii) collecting and appropriating toll, where applicable;
(iii) minimizing disruption to traffic in the event of accidents or other incidents affecting the safety and use of the project highway by providing rapid and effective response and maintaining liaison procedures with emergency services;
(iv) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, line markings, lighting and signage;
(v) undertaking major maintenance such as resurfacing of pavements, repairs to structures, repairs and refurbishment of tolling system and hardware and other equipment;
(vi) the protection of the environment and the provision of equipment and materials; and

(vii) maintaining a public relations unit to interface with and attend to suggestions from concerned authorities and law enforcement agencies to preserve the legal right of way on the highway.

Toll collection system and operations

Electronic toll collection

The electronic toll collection ("**ETC**") system based on radio frequency identification ("**RFID**") technology gained more widespread adoption following an Indian transport ministry directive in January 2019, which mandated that all user fee plazas be made ETC compliant. The GoI has also made FASTag at toll plazas on national highways mandatory with effect from February 16, 2021.

Average toll collection across all toll plazas on the Project SPVs in the month of December 2023 had close to or more than 98.00% ETC collection rate.

Cash

With effect from, February 16, 2021, all vehicles plying on national highways were mandated to pay toll only through FASTAG mechanism and any user paying toll in cash are subject to a penalty of 100.00% of the toll amount as per NHAI guidelines.

Monitoring

Toll collection

The electronic toll collection system collects and stores traffic and payment data through system generated reports, thereby, reducing the need for manual operation. The electronic toll collection system consists of revenue collection software, an automatic barrier gate, lane monitoring cameras, along with fully automatic vehicle counting-cum-classifier, RFID readers/antennas, a barcode reader validating the ticket and authenticating the vehicle class, communication channels and traffic control equipment. All our toll plazas are equipped to process such transactions through suitable security mechanisms, which ensures the communication link between the acquirer banks and the toll plaza.

For identifying categories of vehicles and to charge an appropriate toll rate, automatic vehicle identification based on automatic vehicle classification and counting enables collection of variable amounts of tolls depending on the class of motor vehicles and serves as a traffic information system. Certain Project SPVs also use weigh-in-motion technology (Medium Speed Weigh In Motions (WIMs)) for projects where weight-based toll collection is allowed. The weight based tolling systems are integrated with the fully automatic system for detection of the gross vehicle weight of the vehicles approaching the toll booth.

There is also a back-up power supply system in each lane, toll plaza and server room to ensure that there is no interruption to power supply at the toll plazas in order to maintain a stable power supply for critical operations of toll management system ("**TMS**"). Servers used in the toll collection systems at the toll plazas are capable of real-time uploading of transaction data from TMS, which would allow the Project SPVs to collect variable amounts of tolls depending on the class of motor vehicles.

Only authorized persons have access to the toll collection systems and its servers. The Project SPVs are responsible for operating the toll collection system at their toll plazas and taking regular preventive and corrective measures to maintain such systems.

Real time review of maintenance and construction works

The Project SPVs are maintaining/submitting the Daily Progress Reports (DPR)/Weekly Progress Reports (WPR) and Monthly Progress Reports (MPR). Further, the Independent Engineer appointed under the provisions of the respective concession agreement also monitors the maintenance activities and conducts inspections at periodic intervals. The PM team also conducts regular site visits to monitor the maintenance of the roads and prepares reports in that regard.

Further, the IM operations team conducts site visits at periodical intervals to monitor the upkeep and maintenance of the Project Assets.

Traffic and motorway assistance services

Traffic assistance

Each Project SPV is required to carry out regular patrolling and regulate and maintain traffic order within their projects. Route patrol vehicles continuously move along the project stretch to help regulate traffic and carry out surveillance activities. Helpline numbers are also displayed along the projects for communication between road users and the control room in case of emergencies, and the Project SPVs are required to maintain the emergency telephone system.

In the case of a vehicle breakdown, such vehicles shall be removed to the truck lay bay, if possible, by using tow crane after legal formalities are complied with. The patrolling team shall report to the personnel in-charge of any accidents or road blockages and the safety in-charge shall take necessary actions to shift the injured persons to nearby hospitals and to clear the road blockage. The patrolling vehicle supervisor with its limited number of signages is required to divert the vehicles for any diversions, if required. In case of any traffic accident and receipt of such information, an ambulance shall be sent to such location and the injured shall be shifted to nearby hospital.

Safety Measures

Under each of the concession agreements, the concessionaire is obligated to abide by certain safety requirements, which include measures such as installing road signs, pavement marking, traffic control devices, enforcement and emergency response. The concessionaire must also abide by, among others, applicable laws and applicable permits, relevant standards and guidelines of the Indian Roads Congress and good industry practice. These safety requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents and implementation of appropriate remedial measures.

Competition

Competition for the Trust

As all toll revenues depend on toll receipts and are affected by changes in traffic volumes, the amount of revenue generated by the Project SPVs and future toll projects will depend on a number of factors which can influence the level of traffic volume on those particular toll roads, including competition from other roads that operate in the same area, as well as from other modes of transportation (e.g. railways and airplanes).

We believe we face competition from other road operators, financial investors, private equity funds and from other InvITs, in acquiring lucrative concessions for existing and future projects. In respect of opportunities, the Trust will depend on the Sponsor and Investment Manager, which face competition from both domestic and international entities in the roads and highways infrastructure sector, as most of the contracts awarded by the Government and state governments are awarded on a competitive bidding basis and subject to satisfaction of other prescribed pre-qualification criteria. While service quality, technological capacity and performance, health and safety records and personnel, as well as reputation and experience, are important considerations in award decisions, price is a major factor in most tender awards.

Management

The Trust will be managed, upon the listing of the Units on the Stock Exchanges, by qualified personnel of the Investment Manager. These personnel will have management and operational experience in the roads and highways sector. For further details about the Investment Manager, please see, "*Parties to the Trust – The Investment Manager – Roadstar Investment Managers Limited*" on page 110.

The Investment Manager, in consultation with the Trustee, currently appoints the majority of the members of the board of directors of each of the Portfolio Assets, in accordance with the requirements prescribed under the InvIT Regulations. Pursuant to completion of the proposed acquisition of BAEL by the Trust, the Investment Manager shall

also appoint the majority of members of the board of directors of BAEL. The Project SPVs' boards of directors have also formed committees, as required under the Companies Act, 2013 and rules made thereunder. For details, please see the section "*Corporate Governance*" on page 135.

Seasonality

Traffic volume tends to decrease during the monsoon season and conversely tends to increase during holiday seasons. While the northern parts of India experience monsoon rains during the period from June or July until September or October every year, the southern parts of India, especially coastal parts of Andhra Pradesh, experience monsoon rains even during the months of October to December. In some projects, the traffic seasonality also depends on agricultural produce and local cultural/religious events. The monsoon season may also restrict the Trust's ability to carry on activities related to its operation and maintenance of toll roads. For further details on risk associated with seasonality, please see, "*Risk Factors – Risks Related to Our Business and Concession Agreements*" on page 59.

Insurance

The Trust's operations will be subject to hazards inherent in providing operation and maintenance services, such as risk of equipment failure, work accidents, fire, earthquake, flood and other force majeure events. This includes hazards that may cause injury and loss of life, damage and destruction of property, equipment and environmental damage. The Project SPVs' principal types of insurance coverage include, amongst others comprehensive or commercial general liability industrial all risk insurance, fire, terrorism, burglary and electronic equipment policy to the extent applicable to their operations. The Investment Manager and the Trustee confirm that the amount of insurance that each Project SPV presently maintains represents an adequate and appropriate level of coverage required to insure its business and operations and assets, and is in accordance with the relevant concession agreement and industry standards in India and as available on commercial and reasonable terms and will perform regular assessment on the adequacy of insurance coverage on a yearly basis.

Employees

As of December 31, 2023, the Project SPVs had no employees.

Properties

The Investment Manager's registered office is located at The IL & FS Financial Centre Plot No. C 22 G Block Bandra Kurla Complex, Bandra, Mumbai, Maharashtra, India, 400051. The Investment Manager shall be conducting all its administrative and reporting activities from the registered office. The premises are taken on lease by the Investment Manager and the Investment Manager does not own any property.

Under the terms of the concession agreements, title to the roads and related infrastructure such as toll plazas and monitoring posts remains with NHAI or the state authority, as relevant, for the duration of the concession period. During the concession period, the Project SPVs are licensed to use the roads and the related infrastructure which constitute the concession assets and the Project SPVs are entitled to an income from the collection of tolls. Upon the expiration of a concession period, each Project SPV is required to transfer possession of its concession assets to the NHAI or concerned state authority, as relevant.

Summary of Our Toll Roads

The details of the toll road Project SPVs are as follows:

Particulars	PSRDCL	MBEL	BAEL	SBHL
Project stretch	Pune-Solapur section of NH-9 from km 144.400 to km 249	Moradabad-Bareilly section of NH-24 from km 148 to km 262	Barwaadda-Panagarh section of NH-2 from km 398.240 to km 521.120 including Panagarh bypass	Sikar-Bikaner section of NH-11 from km 340.188 of NH 11 to km 557.775 of NH-11 via Sikar bypass and Bikaner bypass from

Particulars	PSRDCL	MBEL	BAEL	SBHL
				km 553.869 of NH-11 to km 267.325 of NH-89
Geographic location (state)	Maharashtra	Uttar Pradesh	Jharkhand/West Bengal	Rajasthan
Number of lanes	4	4	6	2/4
National Highway # (New | Old)	NH-65| NH-09	NH-24	NH-02	NH-52 | NH-11| NH62
Project length (km)	102.08 km	121 km	122.88	237.578
Number of toll plazas	2	2	2	4
Toll plazas	Warwade and Sawaleshwar	Niyamatpur Ekrotia and Thriyakhetal	Beliyad and Banskopa	Rasheedpura; Tidiyasar; Lakhasar and Udayramsar
Appointed date	September 28, 2011	December 4, 2010	April 1, 2014	February, 18, 2013
Calendar year of acquisition	2023	2021	[●]*	2022
Type of acquisition	Sale	Sale	Harmonious Substitution	Sale
Commercial operations date (COD) (1)	Provisional COD: August 23, 2013 Final Completion: February 3, 2016	Provisional COD: January 6, 2015; November 4, 2015 Final Completion: July 30, 2019	April 1, 2014 (Appointed date)	Provisional COD: October 10, 2015; August 16, 2016; and April 5, 2018
Tolling history (as of March 31, 2023) (in years)	9.6	8.2	9.0	7.5
End of concession(2)	July 20, 2031	December 4, 2035	March 31, 2034	February 18, 2038
Residual life (as of March 31, 2023) (in years)	8.3	12.7	11	14.9
Projected revenue in Fiscal 2024 (in ₹ million)	2,166.02	3,469.53	5,463.89	834.74
Projected revenue in Fiscal 2025 (in ₹ million)	2,345.42	3,810.83	4,876.87	910.25

**See "Formation Transactions in Relation to the Trust- Details of arrangements pertaining to the Trust- Barwa Adda Expressway Limited" on page 28.*

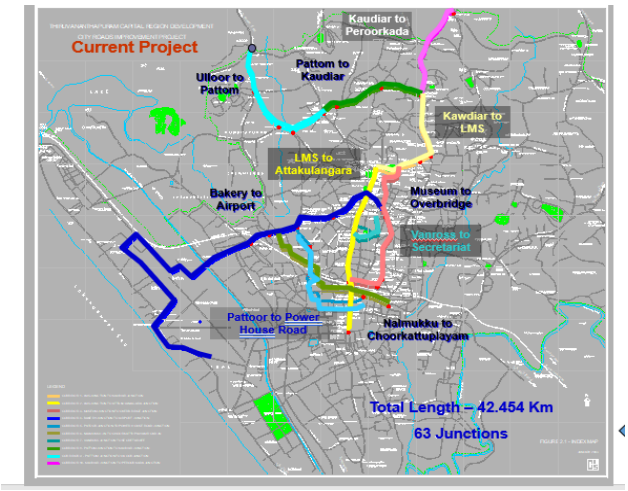
Notes:
(1) As per the provisions of the concession agreement, the commercial operations date (COD) of the project highway shall be the date on which the independent consultant has issued the final completion certificate or the provisional certificate certifying completion of the project highway as per the relevant terms of the concession agreement. The project highway shall enter into commercial service on COD whereupon the concessionaire shall be entitled to demand and collect fee as per the relevant provisions of the concession agreement.
(2) Concession agreements provide for an extension or reduction of the concession period based on certain factors, including actual traffic volumes on specified target dates.

In addition to the assets mentioned above, Thiruvananthapuram Road Development Company Limited and Hazaribagh Ranchi Expressway Limited, the two annuity assets also form a part of the Project SPVs.

Description of Annuity Assets

1. Thiruvananthapuram Road Development Company Limited ("TRDCL")

The project included construction, operations and maintenance of ten corridors and three NH-bypass links aggregating to about 42.38 km in Thiruvananthapuram, Kerala. The final completion certificate was issued on May 8, 2017. Salient features of TRDCL are as follows:



Item	Particulars
Project Length (in kms)	28.12 (excluding phase I*)
Number of Lanes	2/3/4/6 lanes
Appointed Date	Not applicable
Concession Period	15 years from COD
Commercial Operations Date (COD)	Phase II- February 22, 2012 Phase III- February 20, 2015 Phase IV - May 31, 2016
End of Concession	May 31, 2031
Residual Concession Period (as of March 31, 2023)	Phase II- 3.9 years Phase III- 6.9 years Phase IV-8.17 years
Annual payment receivable (in ₹ million)	236.98
Projected revenue in FY 2024 (in ₹ million)	198.00
Projected revenue in FY 2025 (in ₹ million)	121.60

**Phase I of this project was completed on July 4, 2007 and concession period for the same has ended on July 2022. Thereafter, Phase I stretches have been handed back to the concessioning authority.*

In an annuity project model, a fixed amount is paid semi-annually as annuity by the respective concessioning authority pursuant to the applicable concession agreement. Income from the project is thus assured to the extent of the annuity to be collected in accordance with the concession agreement, thus reducing our risk of income fluctuations resulted from changes in traffic volumes. Accordingly, monthly toll revenue collections are not applicable for TRDCL as an annuity project.

Capital Structure

As of December 31, 2023, total equity was negative ₹34.47 million and total liabilities including debt from lenders was ₹849.18 million, out of which ₹804.58 million was debt owed to the Trust.

Land

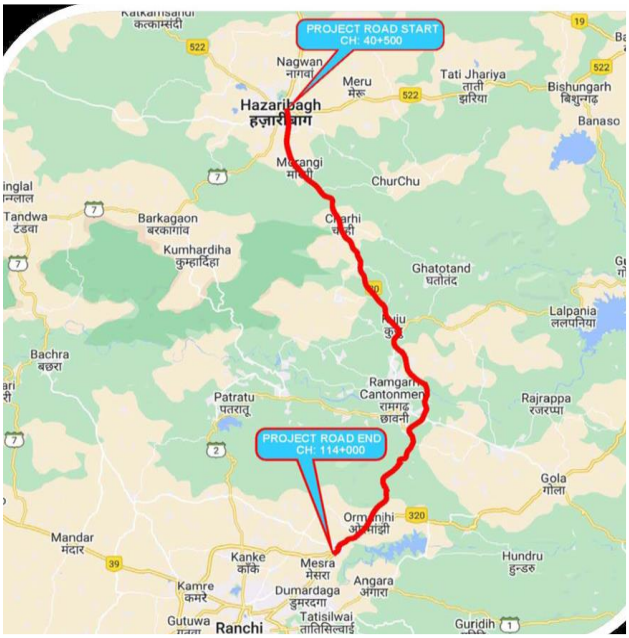
The land that underlies the TRDCL Project highway is owned by Roads and Bridges Division (Thiruvananthapuram), Public Works Department, Government of Kerala.

Ownership Structure

For information about the structure of ownership of the project by the Trust, please see the section "*Formation Transactions in Relation to the Trust"* on page 26.

2. Hazaribagh Ranchi Expressway Limited ("**HREL**")

The project included constructing and maintaining the 4-laning of the Hazaribagh - Ranchi section of NH-33 from 40.50 km to 114.00 km in Jharkhand on a Build Operate Transfer (BOT) - annuity basis. The final completion certificate was issued on April 1, 2015. Salient features of HREL are as follows:



Item	Particulars
Project Length (in kms)	73.50
Number of Lanes	4 lanes
Appointed Date	August 1, 2010
Concession Period	18 years
Commercial Operations Date (COD)	Provisional COD: September 15, 2012 Final COD: April 1, 2015
End of Concession	July 31, 2028
Residual Concession Period (as of March 31, 2023)	5.4
Annual payment receivable (in ₹ million)	1281.60
Projected revenue in FY 2024 (in ₹ million)	708.50
Projected revenue in FY 2025 (in ₹ million)	460.80

In an annuity project model, a fixed amount is paid semi-annually as annuity by the respective concessioning authority pursuant to the applicable concession agreement. Income from the project is thus assured to the extent of the annuity to be collected in accordance with the concession agreement, thus reducing our risk of income fluctuations resulted from changes in traffic volumes. Accordingly, monthly toll revenue collections are not applicable for HREL as an annuity project.

Capital Structure

As of December 31, 2023, total equity was (₹35.88 million) and total liabilities including debt from lenders was ₹ 4,967.03 million, of which ₹ 2,229.86 million was debt owed to the Trust.

Land

The land that underlies the HREL project highway is owned by NHAI.

Ownership Structure

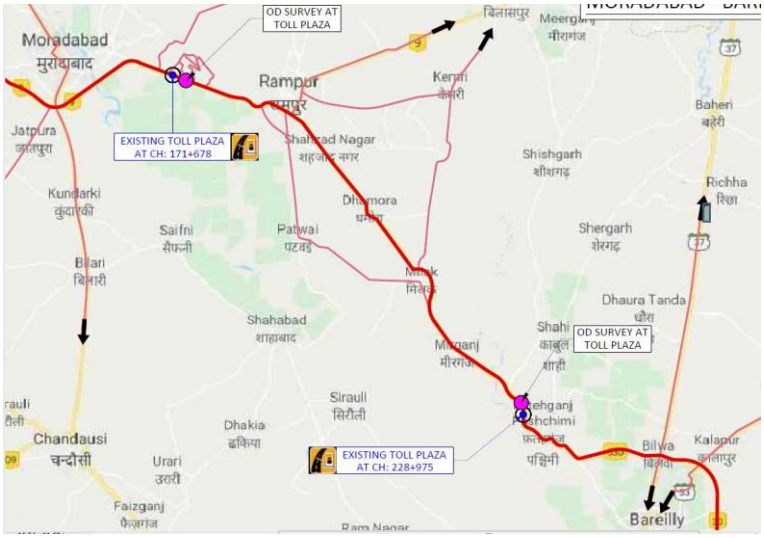
For information about the structure of ownership of the project by the Trust, please see the section "*Formation Transactions in Relation to the Trust"* on page 26.

See "*Summary of the Key Agreements*" on page 208 for a summary of the key terms of the concession agreements entered into by the Project SPVs with the NHAI and state road authorities.

Description of Toll Assets

1. *Moradabad Bareilly Project Project ("MBEL")*

On February 19, 2010, the NHAI and MBEL entered into a concession agreement in relation to the Moradabad Bareilly Project. MBEL was engaged to augment a 114 km section of NH-24 between Moradabad and Bareilly in Uttar Pradesh by four-laning on a DBFOT basis. The concession period commenced on December 4, 2010 and the collection of toll began on January 6, 2015. As per the relevant concession agreement, the Moradabad Bareilly Project comprises the section of NH-24 from km 148.00 to km 262.00.



Corridor description

The Moradabad Bareilly Project corridor starts from Moradabad Bypass (km 148.000) and ends at Bareilly Bypass (km 262.00). The length of project road is 121 km. MBEL is a section of NH-24, which runs entirely in the state of Uttar Pradesh.

According to the relevant Traffic Consultant, a majority of the passenger traffic on the MBEL is originating or destined within Uttar Pradesh.

Concession period and revenue sharing arrangement

The NHAI granted MBEL a concession for a period of 25 years for this project. The concession period commenced on December 4, 2010 and is expected to expire on December 3, 2035. MBEL began collecting toll with respect to this project on January 6, 2015. The final completion certificate for this project was issued on July 30, 2019.

The concession agreement provides that if the actual traffic volume falls short of or exceeds the target traffic volume on the target date, the concession period will be extended or reduced, respectively. As per the concession agreement, in the event the actual average traffic on the target date exceeds the target traffic volume, the concession period shall be reduced by 0.75% for every 1.00% excess in actual average traffic as compared to the target traffic volume, provided that such reduction in the concession period does not exceed 10% of the original concession period. In the event that the actual average traffic on the target date falls short of the target traffic volume, the concession period shall, subject to the payment of concession fee, be extended by 1.5% for every 1.00% shortfall, provided that such extension in the concession period does not exceed 20% of the original concession period. The concession agreement, however, also stipulates that, if the actual average traffic exceeds the design capacity in any accounting year, the NHAI may, at its option, cause MBEL to undertake suitable capacity augmentation of the project. If capacity augmentation is required, extensions of the concession period, if any, would be capped for a period of up to five years so as to yield a post-tax return on equity of 16% per annum. The concession agreement also states that in the event that the NHAI requires MBEL to undertake capacity augmentation, there will be no reduction in the concession period pursuant to any other provision of the concession agreement.

For this project, the target date and target traffic volume in the concession agreement is October 1, 2020 and 30,700 PCUs, respectively.

MBEL submitted the actual traffic calculations on target date to the NHAI for average of three years i.e. one year prior to target date, on the target date and on the first anniversary of the target date. The actual traffic on target date was recorded as 29622 PCU's which is 3.50% lower than the target traffic of 30,700 PCU's. However, the final recommendation for extension in concession period is not yet received from NHAI.

In consideration of the grant of concession, MBEL pays the NHAI a concession fee of ₹1 per annum. Additionally, the NHAI provided MBEL with an outright grant of ₹4433.23 million.

Monthly toll revenue

The toll revenues received from the project for the periods indicated is set out below:

(in ₹ million)

S. No.	Relevant Project SPV	Month ended December 31, 2023	Month ended January 31, 2024	Month ended February 29, 2024
1.	Moradabad Bareilly Expressway Limited	314.34	265.17	274.03

Land

The NHAI owns the land that underlies the Moradabad Bareilly Project.

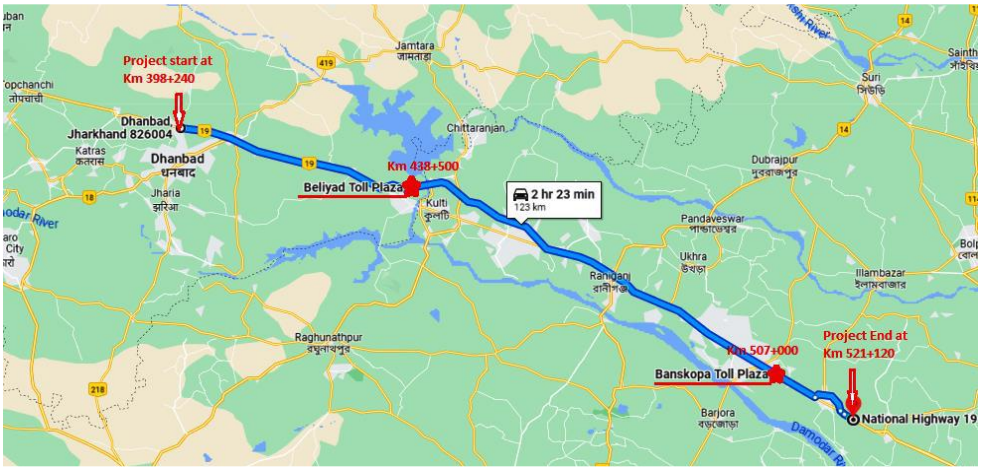
Structure of ownership of the project

For information about the structure of ownership of the project by the Trust, please see the section "*Formation Transactions in relation to the Trust*" on page 26.

2. *Barwa Adda Expressway Limited*

On May 8, 2013, the NHAI and BAEL entered into a concession agreement in respect of the Barwa Adda Project. BAEL was engaged to augment a 122.88 km section of NH-2 between Barwa, Adda and Panagarh in Jharkhand by six laning on a DBFOT basis. The concession period and the collection of tolls commenced on April 1, 2014. As per

the relevant concession agreement, the Barwa Adda Project comprises the section of NH-2 from km 398.240 to km 521.120.



Corridor description

The Barwa Adda Project corridor starts from Barwa Adda (Km 398.240) and ends at Bareilly (Km 521.120). The length of project road is 122.88 km. The project road is a section of NH-2, which connects the states of Jharkhand and West Bengal.

According to the relevant Traffic Consultant, a majority of the passenger traffic on the project road is originating from or destined to West Bengal and Jharkhand. In case of freight traffic, more than 65% of the goods traffic is originating from or destined to West Bengal and Jharkhand States and rest of the traffic is generated from other Northern States like Bihar, UP and rest of India.

Concession period and revenue sharing arrangement

The NHAI granted BAEL a concession for a period of 20 years for this project. The concession period commenced on April 1, 2014 (appointed date) and is expected to expire on March 31, 2034. BAEL began collecting toll with respect to this project on April 5, 2014.

The concession agreement provides that if the actual traffic volume falls short of or exceeds the target traffic volume on the target date, the concession period will be extended or reduced, respectively. As per the concession agreement, in the event the actual average traffic on the target date exceeds the target traffic volume, the concession period may be reduced by 0.75% for every 1.00% excess in actual average traffic as compared to the target traffic volume, provided that such reduction in the concession period does not exceed 10% of the original concession period. In the event that the actual average traffic on the target date falls short of the target traffic volume, the concession period may be extended by 1.5% for every 1.00%, provided that such extension in the concession period does not exceed 20% of the original concession period. The concession agreement, however, also stipulates that, if the actual average traffic exceeds the design capacity in any accounting year, the NHAI may, at its option, cause BAEL to undertake suitable capacity augmentation of the project. If capacity augmentation is required, extensions of the concession period, if any, would be capped for a period of up to five years so as to yield a post-tax return on equity of 16% per annum. The concession agreement also states that in the event that the NHAI requires BAEL to undertake capacity augmentation, there will be no reduction in the concession period pursuant to any other provision of the concession agreement.

For this project, the target date and target traffic volume in the concession agreement is October 1, 2023 and 71,077 PCUs, respectively.

In consideration of the grant of concession, BAEL pays the NHAI a concession fee of ₹1 per annum. Additionally, from the Appointed Date, BAEL is required to pay a yearly premium in the form of an additional concession fee equal to ₹420.00 million as due to the NHAI during that year, due and payable for the period remaining in that year; and for

each subsequent year of the concession period, the premium will be determined by increasing the amount of premium in the respective year by an additional 5% as compared to the immediately preceding year.

Monthly toll revenue

The toll revenues received from the project for the periods indicated is set out below:

(in ₹ million)

S. No.	Relevant Project SPV	Month ended December 31, 2023	Month ended January 31, 2024	Month ended February 29, 2024
1.	Barwa Adda Expressway Limited	237.32	226.92	227.36

Land

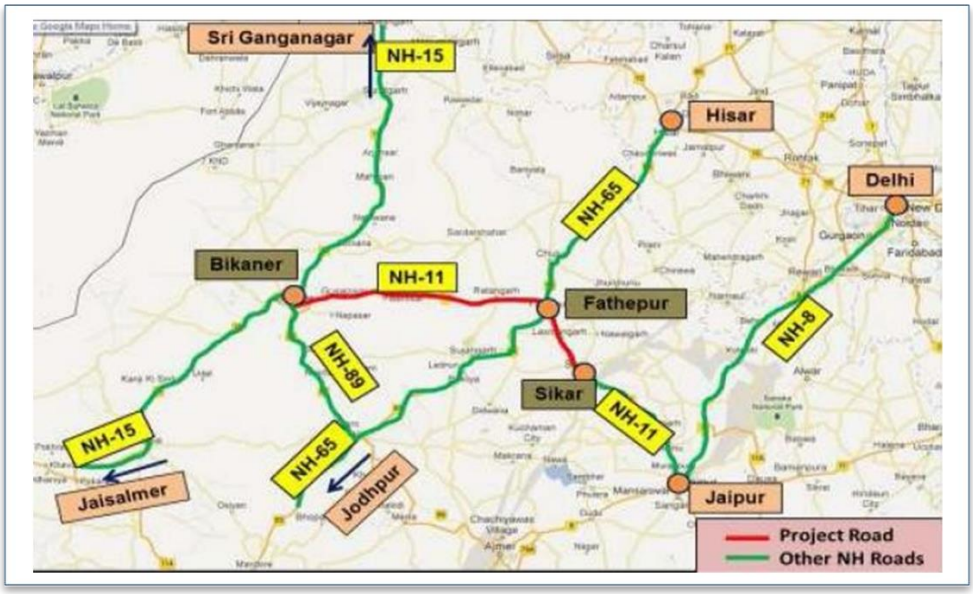
The NHAI owns the land that underlies the Barwa Adda Project.

Structure of ownership of the project

For information about the proposed structure of ownership of the project by the Trust, please see the section "*Formation Transactions in relation to the Trust*" on page 26.

3. Sikar Bikaner Highway Limited ("**SBHL**")

On June 29, 2012, the Government of Rajasthan and SBHL entered into a concession agreement in relation to the Sikar Bikaner Project. SBHL was engaged to augment the existing road from km 340.188 of NH-11 to km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from km 553.869 of NH-11 to km 267.325 of NH-89 on the Sikar-Bikaner section of the NH-11 (approximately 237.578 km) in the State of Rajasthan by two-laning with paved shoulder on a DBFOT basis. The concession period commenced on February 18, 2013 and the collection of toll began on October 10, 2015.



Corridor description

The Sikar Bikaner Project corridor starts from Sikar (km 340.188 of NH-11) and ends at Bikaner (km 267.325 of NH-89). The length of project road is 237.58 kms.

The project road is a section of NH-11 and NH-89, which runs entirely in the State of Rajasthan. The project road section forms an important part of NH-11 which provides important connectivity from Bikaner to Jaipur.

According to the relevant Traffic Consultant, Rajasthan has the highest influence on traffic on the project road. In case of freight traffic, more than 80% of the goods traffic is mainly bound within Rajasthan and rest of the traffic is generates from other Northern States like Haryana, Punjab and rest of India.

Concession period and revenue sharing arrangement

The Government of Rajasthan granted SBHL a concession for a period of 25 years for this project. The concession period commenced on February 18, 2013 and is expected to expire on February 17, 2038. SBHL began collecting toll with respect to this project on October 10, 2015. The provisional completion certificates for this project were issued on October 10, 2015; August 16, 2016; and April 5, 2018.

The concession agreement provides that if the actual traffic volume falls short of or exceeds the target traffic volume on the target date, the concession period will be extended or reduced, respectively. As per the concession agreement, in the event the actual average traffic on the target date exceeds the target traffic volume, the concession period shall be reduced by 0.75% for every 1.00% excess in actual average traffic as compared to the target traffic volume, provided that such reduction in the concession period does not exceed 10% of the original concession period. In the event that the actual average traffic on the target date falls short of the target traffic volume, the concession period shall, subject to the payment of concession fee, be extended by 1.5% for every 1.00% shortfall, provided that such extension in the concession period does not exceed 20% of the original concession period. The concession agreement, however, also stipulates that, if the actual average traffic exceeds the design capacity in any accounting year, the Government of Rajasthan may, at its option, cause SBHL to undertake suitable capacity augmentation of the project. If capacity augmentation is required, the concession period would be for a period of up to five years so as to yield a post-tax return on equity of 16% per annum. The concession agreement also states that in the event that the Government of Rajasthan requires SBHL to undertake capacity augmentation, there will be no reduction in the concession period pursuant to any other provision of the concession agreement.

For this project, the target date and target traffic volume in the concession agreement is April 1, 2023 and 12,357 PCUs, respectively.

SBHL pays the Government of Rajasthan a concession fee of ₹1 per annum. Additionally, the Government of Rajasthan provided SBHL with an outright grant of ₹2,473.20 million.

Monthly toll revenue

The toll revenues received from the project for the periods indicated is set out below:

(in ₹ million)

S. No.	Relevant Project SPV	Month ended December 31, 2023	Month ended January 31, 2024	Month ended February 29, 2024
1.	Sikar Bikaner Highway Limited	72.98	67.26	72.37

Land

The Government of Rajasthan owns the land that underlies SBHL.

Structure of ownership of the project

For information about the structure of ownership of the project by the Trust, please see the section "*Formation Transactions in relation to the Trust*" on page 26.

4. Pune Sholapur Road Development Company Limited ("**PSRDCL**")

On September 30, 2009, the NHAI and PSRDCL entered into a concession agreement to undertake design, engineering, construction, development, finance and operation & maintenance of four-laning of Pune-Sholapur section of NH-9 from km 144.400 to km 249.000 in the State of Maharashtra under National Highways Development Project Phase III on design, build, finance, operate and transfer (DBFOT) basis.



Corridor description

Project road starts from km. 144.40 (near Indapur in Pune district) and ends at km. 249.00 near Solapur with a length of 102.08 kms. The project road falls under two districts of Maharashtra, namely Pune and Solapur. The important towns and settlements along the project road are Indapur, Temburni, Mohol and Solapur. In addition to the through traffic (interstate traffic), the project stretch provides seamless connectivity between Pune and Solapur.

According to the relevant Traffic Consultant, in Maharashtra, the districts of Solapur (the project road falls), Pune and Mumbai are the districts influencing the traffic more. Impact of other districts are not significant in the case of goods vehicles. The interstate traffic is generated mainly to/from Gujarat in the north and Karnataka, Tamandu and Andhra Pradesh in the south.

Concession period *and revenue sharing arrangement*

The NHAI granted PSRDCL a concession for a period of 20 years for this project. The concession period commenced on September 28, 2011 and is expected to expire on July 20, 2031. PSRDCL began collecting toll with respect to this project on August 31, 2013. The completion certificate for this project was issued on February 3, 2016.

The concession agreement provides that if the actual traffic volume falls short of or exceeds the target traffic volume on the target date, the concession period will be extended or reduced, respectively. As per the concession agreement, in the event the actual average traffic on the target date exceeds the target traffic volume, the concession period shall be reduced by 0.75% for every 1.00% excess in actual average traffic as compared to the target traffic volume, provided that such reduction in the concession period does not exceed 10% of the original concession period. In the event that the actual average traffic on the target date falls short of the target traffic volume, the concession period shall, subject to the payment of concession fee, be extended by 1.5% for every 1.00% shortfall, provided that such

extension in the concession period does not exceed 20% of the original concession period. The concession agreement, however, also stipulates that, if the actual average traffic exceeds the design capacity in three accounting year, the NHAI may terminate the concession agreement.

For this project, the target date and target traffic volume in the concession agreement is April 1, 2020 and 36,900 PCUs, respectively.

PSRDCL submitted the actual traffic calculations on target date to the NHAI for average of three years i.e. one year prior to target date, on the target date and on the first anniversary of the target date. The actual traffic on target date was recorded as 31896 PCU's which is 13.56% lower than the target traffic of 36,900 PCU's. However, the final recommendation for extension in concession period is not yet received from NHAI.

In consideration of the grant of concession, PSRDCL pays the NHAI a concession fee of ₹1 per annum. Additionally, the NHAI provided PSRDCL with an outright grant of ₹2,850 million.

Monthly toll revenue

The toll revenues received from the project for the periods indicated is set out below:

(in ₹ million)

S. No.	Relevant Project SPV	Month ended December 31, 2023	Month ended January 31, 2024	Month ended February 29, 2024
1.	Pune Sholapur Road Development Company Limited	182.99	174.53	183.13

Land

The NHAI owns the land that underlies the PSRDCL Project.

Structure of ownership of the project

For information about the ownership of the project by the Trust, please see the section "*Formation Transactions in relation to the Trust*" on page 26.

Monthly Toll Revenue of Toll SPVs

The monthly toll revenue of the Toll SPVs for the months of February 2024, January 2024 and December 2023 have been presented below:

(in ₹ million)

S. No.	Relevant Project SPV	Month ended December 31, 2023	Month ended January 31, 2024	Month ended February 29, 2024
1.	Moradabad Bareilly Expressway Limited	314.34	265.17	274.03
2.	Barwa Adda Expressway Limited	237.32	226.92	227.36
3.	Sikar Bikaner Highway Limited	72.98	67.26	72.37
4.	Pune Sholapur Road Development Company Limited	182.99	174.53	183.13

SUMMARY OF KEY AGREEMENTS

1. Concession agreement executed between HREL and National Highway Authority of India ("NHAI") dated October 8, 2009 for construction, operation and maintenance of road from Km 40.500 to Km 114 (approximately 71.16 Km) on the Hazaribagh Ranchi section of NH No. 33 on build, operate and transfer ("BOT") basis, for a period of 18 years under NHDP Phase III ("HREL Concession Agreement").

A. ***Grant of Concession***

Subject to the provisions of the HREL Concession Agreement, the applicable laws and applicable permits, NHAI has granted HREL exclusive right, license and authority during the subsistence of the HREL Concession Agreement to construct, operate and maintain the project for 18 years commencing from the appointed date as mentioned in the HREL Concession Agreement.

Subject to and in accordance with the HREL Concession Agreement, the concession grantor shall oblige or entitle (as the case maybe) HREL to:

(i) right of way, access and license to the site for the purpose of and to the extent conferred by the provisions of the HREL Concession Agreement;
(ii) construct the project highway;
(iii) manage, operate and maintain the project and regulate the use thereof by third parties;
(iv) allow and assist NHAI or NHAI's contractors in demanding, collecting and appropriate fee from vehicles and persons liable for payment of fee for using the project highway or any part thereof and refuse entry of any vehicle if the fee due is not paid;
(v) perform and fulfil all the obligations under and in accordance with the HREL Concession Agreement;
(vi) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of HREL under the HREL Concession Agreement; and
(vii) not assign, transfer or sublet or create any lien or encumbrances on the HREL Concession Agreement or the concession thereby granted or on the whole or any part of the project highway nor transfer, lease or part possession thereof, save and except as expressly permitted by the HREL Concession Agreement or the substitution agreement.

B. ***Annuity***

Subject to the provisions of the HREL Concession Agreement, HREL upon achieving commercial operation date for the project highway and in consideration of HREL accepting the concession and undertaking to perform and discharge its obligation in accordance with the terms, conditions and covenants as mentioned in the HREL Concession Agreement, NHAI has agreed and undertaken to pay to HREL ₹640.80 million **("Annuity")** for each annuity payment period.

C. ***Concession Fees***

In consideration of the grants of concession under the HREL Concession Agreement, concession fee payable by HREL to NHAI shall be ₹1 per year during the term of the HREL Concession Agreement. (**"Concession Fees")**

D. ***Escrow Account***

HREL shall, prior to the appointed date, open and establish an escrow account **("Escrow Account")** and shall deposit the following inflows and receipts into it: i) all funds constituting the financial package; ii) all annuities and any other revenues from or in respect of the project highway, including the proceeds of insurance claims; and iii) all payments by NHAI, after deduction of any outstanding Concession Fees. The nature and scope of the Escrow Account shall be as per the agreement entered into amongst HREL, NHAI, the escrow bank and the senior lenders (**"Escrow Agreement"**).

E. ***Withdrawals during concession period***

HREL shall, at the time of opening of the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the escrow bank instructing that deposits in the Escrow Account shall be appropriated in the following order each month, or at a shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(i) all taxes due and payable by HREL;
(ii) all payments relating to construction of the project highway, subject to and in accordance with the conditions, if any, set forth in the financing agreements;
(iii) operation and maintenance **("O&M")** expenses, subject to the ceiling, if any, set forth in the financing agreements;
(iv) O&M expenses and other costs and expenses incurred by NHAI in accordance with the provisions of the HREL Concession Agreement and certified by NHAI as due and payable to it;
(v) Concession Fees due and payable to NHAI;
(vi) monthly proportionate provision of debt service due in an accounting year;
(vii) all payments and damages certified by NHAI as due and payable to it by HREL;
(viii) debt service in respect of subordinated debt;
(ix) any reserve requirements set forth in the financing agreements; and
(x) balance, if any, in accordance with the instructions of HREL.

HREL shall not in any manner modify the order of payment specified above, except with prior written approval of NHAI.

F. ***Withdrawals upon Termination***

Notwithstanding anything to the contrary contained in the HREL Concession Agreement, all amounts standing to the credit of the Escrow Account shall, upon termination be appropriated in the following order:

(i) all taxes due and payable by HREL;
(ii) 90% of the debt due excluding subordinated debt;
(iii) outstanding Concession Fees;
(iv) all payments and damages certified by NHAI as due and payable to it by HREL;
(v) retention and payments relating to the liability for defects and deficiencies set forth in the HREL Concession Agreement;
(vi) outstanding debt service including the balance of debt due;
(vii) outstanding subordinated debt;
(viii) incurred or accrued O&M expenses;
(ix) any other payments required to be made under the HREL Concession Agreement; and
(x) Balance, if any, in accordance with the instructions of HREL provided that no appropriations shall be made until a vesting certificate has been issued by NHAI.

G. ***Change of Scope***

NHAI may, notwithstanding anything to the contrary contained in the HREL Concession Agreement, require the provision of additional works and services which are not included in the scope of the projects as contemplated in the HREL Concession Agreement (**"Change of Scope")**. Any such Change of Scope shall be made in accordance with the provisions of the HREL Concession Agreement and the costs thereof shall be expended by HREL and reimbursed to it by NHAI in accordance with the HREL Concession Agreement.

If HREL determines at any time that a Change of Scope is necessary for providing safer and improved services to the users, it shall by notice in writing require NHAI to consider such Change of Scope. NHAI shall within 15 days of receipt of such notice, either accept it with modifications, if any, and initiate proceedings thereof or inform HREL in writing of its reasons for not accepting it.

H. ***Compensation for Breach of Agreement***

In the event of HREL being in material default or breach of the HREL Concession Agreement, it shall pay to NHAI by way of compensation, all direct costs suffered or incurred by NHAI as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No compensation shall be payable for any breach or default in respect of which damages are expressly specified and payable under the HREL Concession Agreement.

In the event of NHAI being in material default or breach of the HREL Concession Agreement at any time after the appointed date**,** it shall pay HREL, by way of compensation, all direct costs suffered or incurred by HREL as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No such compensation shall be payable for any breach or default in respect of which damages have been expressly specified in the HREL Concession Agreement.

I. ***Termination of the HREL Concession Agreement***

Termination for HREL Default

Save as otherwise provided in the HREL Concession Agreement, in the event that any of the defaults specified below shall have occurred, and HREL fail to cure the default within the cure period set forth in the HREL Concession Agreement, or where no cure period is specified, then within a cure period of 60 days, HREL shall be deemed to be in default of the HREL Concession Agreement **("SPV Default")** unless the default has occurred solely as a result of any breach of the HREL Concession Agreement by the NHAI or due to force majeure. The defaults referred to herein shall include:

(i) the performance security has been encashed and appropriated and HREL fails to replenish or provide fresh performance security within a cure period of 30 days;
(ii) subsequent to the replenishment or furnishing of fresh performance security, HREL fails to cure within a cure period of 90 days, the SPV Default for which whole or part of the performance security was appropriated;
(iii) HREL does not achieve the latest outstanding project milestone and continues to be in default for 90 days;
(iv) HREL abandons or manifests intention to abandon the construction or operation of the project highway without prior written consent of NHAI;
(v) project completion date does not occur within the specified period;
(vi) punch list items have not been completed within the specified period;
(vii) HREL is in breach of the maintenance requirements;
(viii) HREL has failed to make any payment to NHAI within the period specified in the HREL Concession Agreement;
(ix) an escrow default has occurred and HREL fails to cure the default within a cure period of 15 days;
(x) upon occurrence of a financial default, the lenders' representative has by notice required NHAI to undertake suspension in accordance with the substitution agreement and HREL fails to cure the default within the cure period specified in the substitution agreement;
(xi) a breach of any of the project agreements by HREL has caused a material adverse effect;
(xii) HREL create any encumbrance in breach of the HREL Concession Agreement;
(xiii) HREL repudiate the HREL Concession Agreement or otherwise take any action or evidence or conveys an intention not to be bound by the HREL Concession Agreement;
(xiv) change in ownership has occurred in breach of the HREL Concession Agreement;
(xv) there is a transfer, pursuant to law either of (i) the rights and/or obligations of HREL under any of the project agreements, or of (ii) all or part of the assets or undertaking of HREL and such transfer causes a material adverse effect;
(xvi) an execution levied on any of the assets of HREL has cause material adverse effect;
(xvii) HREL is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the HREL or for the whole or material part of its assets that has a material bearing on the project;
(xviii) HREL has been, or is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in manner that would cause, in the reasonable opinion of NHAI, a material adverse effect;

(xix) a resolution for winding up of HREL is passed, or any petition for winding up of HREL is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 days of the date thereof or HREL is ordered to wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of HREL are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of HREL under the HREL Concession Agreement and project agreement; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the HREL Concession Agreement and the project agreements;
(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the HREL Concession Agreement and the project agreements and has a credit worthiness at least as good as that of the HREL as at the appointed date; and
(iii) each of the project agreements remains in full force and effect;

(xx) any representation or warranty of HREL herein contained which is, as of the date hereof, found to be materially false or HREL is at any time hereafter found to be in breach thereof;
(xxi) HREL submit to NHAI any statement, which has a material effect of NHAI's rights, obligations or interests and which is false in material particulars;
(xxii) HREL has failed to fulfil any obligation, for which failure termination has been specified in the HREL Concession Agreement; or
(xxiii) HREL commits default in complying with any other provision of the HREL Concession Agreement if such a default causes material adverse effect on NHAI.

Without prejudice to any other rights or remedies which NHAI may have under the HREL Concession Agreement, upon the occurrence of an SPV Default, the NHAI shall be entitled to terminate the HREL Concession Agreement by issuing a termination notice to HREL. Before issuing the termination notice, NHAI shall, by notice, inform of its intention to issue such termination notice and grant 15 days to HREL to make a representation, and may, after the expiry of the 15 days, whether or not it is in receipt of such representation, issue the termination notice subject to the provisions of the HREL Concession Agreement.

Termination for NHAI Default

In the event that any of the defaults specified below shall have occurred, and NHAI fails to cure such default within a cure period of 90 days or such longer period as has been expressly provided in the HREL Concession Agreement, NHAI shall be deemed to be in default of the HREL Concession Agreement **("NHAI Default")** unless the default has occurred as a result of any breach of the HREL Concession Agreement by HREL or due to force majeure. The defaults referred to herein shall include:

(i) NHAI commits a material default in complying with any of the provisions of the HREL Concession Agreement and such default has a material adverse effect on HREL;
(ii) NHAI has failed to make any payment to HREL within the period specified in the HREL Concession Agreement;
(iii) NHAI repudiates the HREL Concession Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by the HREL Concession Agreement; or
(iv) the state commits a material default in complying with the provisions of the state support agreement if such default has a material adverse effect on HREL and the breach continues for a period of 90 days from the date of notice given in this behalf by HREL to NHAI.

Without prejudice to any other right or remedy which HREL may have under the HREL Concession Agreement, upon occurrence of NHAI default, HREL shall, subject to the provisions of the substitution agreement, be entitled to terminate the HREL Concession Agreement by issuing a termination notice to NHAI; provided that before issuing the termination notice, the HREL shall by notice inform NHAI of its intention to issue the

termination notice and grant 15 days to NHAI to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the termination notice.

J. ***Termination Payment***

Termination Payment shall become due and payable to HREL within 15 days of a demand being made to NHAI with the necessary particulars, and in the event of any delay, NHAI shall pay interest at a rate equal to 3% above the bank rate on the amount of termination payment remaining unpaid. Provided that such delay shall not exceed 90 days. For the avoidance of any doubt, it is expressly agreed that termination payment shall constitute a full discharge by NHAI of its payment obligations in respect thereof hereunder.

K. ***Defects Liability after Termination***

HREL shall be responsible for all defects and deficiencies in the project highway for a period of 120 days after termination, and shall have the obligations to repair or rectify, at their own cost, all defects and deficiencies observed by the independent engineer in the project highway during the aforesaid period. In the event that HREL fail to repair or rectify such defect or deficiency within 15 days from the date of notice issued by NHAI in this behalf, NHAI shall be entitled to get the same repaired or rectified at HREL's risk and cost so as to make the project highway conform to the maintenance requirements. All costs incurred by NHAI hereunder shall be reimbursed by HREL to NHAI within 15 days of receipt of demand thereof, and in the event of default in reimbursing such costs, NHAI shall be entitled to recover the same from the Escrow Account.

L. ***Performance Security***

HREL shall, for the performance of its obligations under the HREL Concession Agreement during the construction period, provide to NHAI no later than 180 days from the date of HREL Concession Agreement, an irrevocable and unconditional guarantee from a bank for a sum equivalent to ₹312.50 million in the form set forth in the HREL Concession Agreement ("**Performance Security**"). Until such time the Performance Security is provided by HREL and the same comes into effect, the bid security shall remain in force and effect, and upon such provision of the Performance Security, NHAI shall release the bid security to HREL.

M. ***O&M obligations of HREL***

During the operation period, HREL shall operate and maintain the project highway in accordance with the HREL Concession Agreement either by itself, or through the O&M contractor and if required, modify, repair or otherwise make improvements to the project highway to comply with the provisions of the HREL Concession Agreement, applicable laws and applicable permits, and conform to good industry practice. The obligations of HREL shall include:

(i) permitting safe, smooth and uninterrupted flow of traffic on the project highway during normal operating conditions;
(ii) allowing and assisting NHAI or NHAI contractors in collecting and appropriating the fee;
(iii) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the project highway by providing a rapid and effective response and maintaining liaison with emergency services of the state;
(iv) carrying out periodic preventive maintenance of the project highway;
(v) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavements markings, lighting, road signs and other traffic control devices;
(vi) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
(vii) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the project highway;
(viii) preventing with the assistance of the concerned law enforcement agencies, any encroachments on the project highway;
(ix) protection of the environment and provision of equipment and materials thereof;

(x) operations and maintenance of all communication, control and administrative systems necessary for the efficient operation of project highway;
(xi) maintaining a public relations unit to interface with and attend to suggestions from the users, government agencies, media and other agencies; and
(xii) complying with safety requirements in accordance with the HREL Concession Agreement.

HREL shall remove promptly from the project highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the project highway in a clean, tidy and orderly condition, and in conformity with the applicable laws, applicable permits and good industry practice.

HREL shall maintain, in conformity with good industry practice, all stretches of approach roads, over passes, under passes or other structures situated on the site but not forming part of the carriageway.

N. ***Insurance during concession period***

HREL shall effect and maintain at its own cost, during the construction period and the operation period, such insurances for such maximum sums as may be required under the financing agreements, and the applicable laws, and such insurances as may be necessary or prudent in accordance with good industry practice. HREL shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on NHAI as a consequence of any act or omission of HREL during the construction period. For the avoidance of doubt, the level of insurance to be maintained by HREL after repayment of senior lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of senior lenders' dues.

O. ***Liability and Indemnity***

General Indemnity

HREL will indemnify, defend, save and hold harmless NHAI and its officers, servants, agents, government instrumentalities and government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by HREL of any of its obligations under the HREL Concession Agreement or any related agreement or on account of any defect or deficiency in the provision of services by HREL to any user except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of the HREL Concession Agreement on the part of Authority Indemnified Persons.

NHAI will indemnify, defend, save and hold harmless HREL against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of NHAI in the land comprised in the site, and/or (ii) breach by NHAI of any of its obligations under the HREL Concession Agreement or any related agreement, which materially and adversely affect the performance by HREL of its obligations under the HREL Concession Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the HREL Concession Agreement or any related agreement and/or breach of its statutory duty on the part of HREL, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of HREL.

Indemnity by HREL

Without limiting the generality of the above clause, HREL shall fully indemnify, hold harmless and defend NHAI and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(i) failure of HREL to comply with applicable laws and applicable permits;

(ii) payment of taxes required to be made by HREL in respect of the income or other taxes of HREL's contractors, suppliers and representatives; or
(iii) non-payment of amounts due as a result of materials or services furnished to HREL or any of its contractors which are payable by HREL or any of its contractors.

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

P. ***Effect of Force Majeure Event on the concession***

Upon occurrent of any force majeure event prior to the appointed date, the period set forth in the HREL Concession Agreement for achieving financial close shall be extended by a period equal in length to the duration of the force majeure event.

At any time after the appointed date, if any force majeure event occurs:

(i) before COD, the concession period and the dates set forth in the project completion schedule shall be extended by a period equal in length to the duration for which such force majeure event subsists;

Q. ***Suspension of HREL rights***

Suspension upon HREL default

Upon occurrence of HREL default, NHAI shall be entitled, without prejudice to its other rights and remedies under the HREL Concession Agreement including its rights of termination, to (i) suspend all rights of HREL under the HREL Concession Agreement including HREL's right to receive Annuity, and other revenues, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension. Suspension shall be effective forthwith upon issue of notice by NHAI to HREL and may extend up to a period not exceeding 180 days from the date of issue of such notice; provided that upon written request from HREL and lender's representative, NHAI shall extend the aforesaid period of 180 days by a further period not exceeding 90 days.

Authority to act on behalf of HREL

During the period of suspension, NHAI shall, on behalf of HREL, operate and maintain the project highway under and in accordance with the HREL Concession Agreement. NHAI shall be entitled to make withdrawals form the escrow account for meeting the costs incurred by it for remedying and rectifying the cause of suspension, and thereafter for defraying the expenses specified in the HREL Concession Agreement.

During the period of suspension hereunder, all rights and liabilities in relation to the project highway shall continue to vest in HREL and all things done or actions taken, including expenditure incurred by NHAI for discharging the obligations of HREL under and in accordance with the HREL Concession Agreement and the

project agreements, shall be deemed to have been done or taken for and on behalf of HREL and HREL undertakes to indemnify NHAI for all costs incurred during such period.

Revocation of Suspension

In the event that NHAI shall have rectified or removed the cause of suspension within a period not exceeding 90 (ninety) days from the date of suspension, it shall revoke the suspension forthwith and restore all rights of HREL under the HREL concession agreement.

Upon HREL having cured SBHL default within a period not exceeding 90 days from the date of suspension, the authority shall revoke the suspension forthwith and restore all rights of HREL under the HREL Concession Agreement.

Substitution of SBHL

At any time during the period of suspension, the lenders' representative, on behalf of senior lenders, shall be entitled to substitute HREL under and in accordance with the substitution agreement, and upon receipt of notice, thereunder from the lenders' representative, NHAI shall withhold termination for a period not exceeding 180 days from the date of suspension, and any extension thereof under the HREL Concession Agreement, for enabling the lenders' representative to exercise its rights of substitution on behalf of senior lenders.

Termination

At any time during the period of suspension under the HREL Concession Agreement, HREL may by notice require NHAI to revoke the suspension and issue a termination notice. Subject to the rights of the lenders' representative to undertake substitution in accordance with the provisions of the HREL Concession Agreement and within the period specified in the HREL Concession Agreement, the authority shall, within 15 days of receipt of such notice, terminate the HREL Concession Agreement under and in accordance with the HREL Concession Agreement.

Notwithstanding anything to the contrary contained in the HREL Concession Agreement, in the event that suspension is not revoked within 180 days from the date of suspension or within the extended period, if any, set forth in the HREL Concession Agreement, the HREL Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have terminated by mutual agreement of the parties and all the provisions of the HREL Concession Agreement shall apply, *mutatis mutandis*, to such termination as if a termination notice had been issued by NHAI upon occurrence of a HREL default.

2. Concession agreement executed between MBEL and NHAI dated February 19, 2010 for four-laning of Moradabad-Bareilly Road Section of NH-24 from Km 148 to Km 262, in the State of Uttar Pradesh under NHDP Phase III on DBFOT basis, for a period of 25 years ("MBEL Concession Agreement")

A. *Grant of Concession*

Subject to the provisions of the MBEL Concession Agreement, the applicable laws and applicable permits, NHAI has granted MBEL exclusive right, license and authority during the subsistence of the MBEL Concession Agreement to construct, operate and maintain the project for 25 years commencing from the appointed date as mentioned in the MBEL Concession Agreement.

Subject to and in accordance with the MBEL Concession Agreement, the concession granted shall oblige or entitle (as the case maybe) MBEL to:

(i) right of way, access and license to the site for the purpose of and to the extent conferred by the provisions of the MBEL Concession Agreement;
(ii) finance and construct the project highway;
(iii) manage, operate and maintain the project highway and regulate the use thereof by third parties;

(iv) demand, collect and appropriate fee from vehicles and users liable for payment of fee for using the project highway or any part thereof and refuse entry of any vehicle if the fee due is not paid;
(v) perform and fulfil all the obligations under and in accordance with the MBEL Concession Agreement;
(vi) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of MBEL under the MBEL Concession Agreement; and
(vii) neither assign, transfer or sublet or create any lien or encumbrances on the MBEL Concession Agreement or the concessionaire thereby granted or on the whole or any part of the project highway nor transfer, lease or part possession thereof, save and except as expressly permitted by the MBEL Concession Agreement or the substitution agreement.

B. ***Concession Fees***

In consideration of the grants of concession under this MBEL Concession Agreement, concession fee payable by MBEL to NHAI shall be ₹1 per year during the term of the MBEL Concession Agreement **("Concession Fees").**

C. ***Escrow Account***

MBEL shall, prior to the appointed date, open and establish an escrow account **("Escrow Account")** and shall deposit the following inflows and receipts into it: i) all funds constituting the financial package; ii) all fee and any other revenues from or in respect of the project highway, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and iii) all payments by NHAI, after deduction of any outstanding Concession Fees. The nature and scope of the Escrow Account shall be as per the agreement entered into amongst MBEL, NHAI, the escrow bank and the senior lenders **("Escrow Agreement".)**

D. ***Withdrawals during concession period***

MBEL shall, at the time of opening of the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the escrow bank instructing that deposits in the Escrow Account shall be appropriated in the following order each month, or at a shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(i) all taxes due and payable by MBEL for and in respect of the project highway;
(ii) all payments relating to construction of the project highway, subject to and in accordance with the conditions, if any, set forth in the financing agreements;
(iii) operation and maintenance **("O&M")** expenses, subject to the ceiling, if any, set forth in the financing agreements;
(iv) O&M expenses and other costs and expenses incurred by NHAI in accordance with the provisions of the MBEL Concession Agreement and certified by NHAI as due and payable to it;
(v) Concession Fee due and payable to NHAI;
(vi) monthly proportionate provision of debt service due in an accounting year;
(vii) all payments and Damages certified by NHAI as due and payable to it by MBEL, including payment of revenue shortfall loan;
(viii) monthly proportionate provision of debt service due in an accounting year in respect of subordinated debt;
(ix) any reserve requirements set forth in the financing agreements; and
(x) balance, if any, in accordance with the instructions of MBEL.

MBEL shall not in any manner modify the order of payment specified above, except with prior written approval of NHAI.

E. ***Withdrawals upon Termination***

Notwithstanding anything to the contrary contained in the MBEL Concession Agreement, all amounts standing to the credit of the Escrow Account shall, upon termination be appropriated in the following order:

(i) all taxes due and payable by MBEL in respect of the project highway;
(ii) 90% of the debt due excluding subordinated debt;
(iii) outstanding Concession Fees;
(iv) all payments and damages certified by NHAI as due and payable to it by MBEL including repayment of the revenue shortfall loan;
(v) retention and payments relating to the liability for defects and deficiencies set forth in the MBEL Concession Agreement;
(vi) outstanding debt service including the balance of debt due;
(vii) outstanding subordinated debt;
(viii) incurred or accrued O&M expenses;
(ix) any other payments required to be made under the MBEL Concession Agreement; and
(x) balance, if any, in accordance with the instructions of MBEL, provided that no appropriations shall be made until a vesting certificate has been issued by NHAI.

F. ***Change of Scope***

NHAI may, notwithstanding anything to the contrary contained in the MBEL Concession Agreement, require the provision of additional works and services which are not included in the scope of the projects as contemplated in the MBEL Concession Agreement (**"Change of Scope"**). Any such Change of Scope shall be made in accordance with the provisions of the MBEL Concession Agreement and the costs thereof shall be expended by MBEL and reimbursed to it by NHAI in accordance with the MBEL Concession Agreement.

If MBEL determines at any time that a Change of Scope is necessary for providing safer and improved services to the users, it shall by notice in writing require NHAI to consider such Change of Scope. NHAI within 15 days of receipt of such notice, either accept it with modifications, if any, and initiate proceedings thereof or inform MBEL in writing of its reasons for not accepting it.

G. ***Compensation for Breach of Agreement***

In the event of MBEL being in material default or breach of the MBEL Concession Agreement, it shall pay to NHAI by way of compensation, all direct costs suffered or incurred by NHAI as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No compensation shall be payable for any breach or default in respect of which damages are expressly specified and payable under the MBEL Concession Agreement or for any consequential losses incurred by NHAI.

In the event of NHAI being in material default or breach of the MBEL Concession Agreement at any time after the appointed date**,** it shall pay MBEL, by way of compensation, all direct costs suffered or incurred by MBEL as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No such compensation shall be payable for any breach or default in respect of which damages have been expressly specified in the MBEL Concession Agreement.

H. ***Termination of the MBEL Concession Agreement***

Termination for MBEL Default

Save as otherwise provided in the MBEL Concession Agreement, in the event that any of the defaults specified below shall have occurred, and MBEL fails to cure the default within the cure period set forth in the MBEL Concession Agreement, or where no cure period is specified, then within a cure period of 60 days, MBEL shall be deemed to be in default of the MBEL Concession Agreement **("SPV Default")** unless the default has occurred solely as a result of any breach of the MBEL Concession Agreement by the NHAI or due to force majeure. The defaults referred to herein shall include:

(i) the performance security has been encashed and appropriated and MBEL fails to replenish or provide fresh performance security within a cure period of 30 days;

(ii) subsequent to the replenishment or furnishing of fresh performance security, MBEL fails to cure within a cure period of 90 days, the SPV Default for which whole or part of the performance security was appropriated;
(iii) MBEL does not achieve the latest outstanding project milestone and continues to be in default for 120 days;
(iv) MBEL abandons or manifests intention to abandon the construction or operation of the project highway without prior written consent of NHAI;
(v) project completion date does not occur within the specified period;
(vi) punch list items have not been completed within the specified period;
(vii) MBEL is in breach of the maintenance requirements or the safety requirements, as the case maybe;
(viii) MBEL has failed to make any payment to NHAI within the period specified in the MBEL Concession Agreement;
(ix) an escrow default has occurred and MBEL fails to cure the default within a cure period of 15 days;
(x) upon occurrence of a financial default, the lenders' representative has by notice required NHAI to undertake suspension or termination, as the case maybe, in accordance with the substitution agreement and MBEL fails to cure the default within the cure period specified in the MBEL Concession Agreement;
(xi) a breach of any of the project agreements by MBEL has caused a material adverse effect;
(xii) MBEL creates any encumbrance in breach of the MBEL Concession Agreement;
(xiii) MBEL repudiates the MBEL Concession Agreement or otherwise takes any action or evidence or conveys an intention not to be bound by the MBEL Concession Agreement;
(xiv) change in ownership has occurred in breach of the MBEL Concession Agreement;
(xv) there is a transfer, pursuant to law either of (i) the rights and/or obligations of MBEL under any of the project agreements, or of (ii) all or part of the assets or undertaking of MBEL and such transfer causes a material adverse effect;
(xvi) an execution levied on any of the assets of MBEL has caused material adverse effect;
(xvii) MBEL is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the MBEL or for the whole or material part of its assets that has a material bearing on the project;
(xviii) MBEL has been, or is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in manner that would cause, in the reasonable opinion of NHAI, a material adverse effect;
(xix) a resolution for winding up of MBEL is passed, or any petition for winding up of MBEL is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 days of the date thereof or MBEL is ordered to wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of MBEL are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of MBEL under the MBEL Concession Agreement and project agreement; and provided that:

    (a) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the MBEL Concession Agreement and the project agreements;
    (b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the MBEL Concession Agreement and the project agreements and has a credit worthiness at least as good as that of the MBEL as at the appointed date; and
    (c) each of the project agreements remains in full force and effect;

(xx) any representation or warranty of MBEL herein contained which is, as of the date hereof, found to be materially false or MBEL is at any time hereafter found to be in breach thereof;
(xxi) MBEL submit to NHAI any statement, notice or other document, in written or electronic form, which has a material effect of NHAI's rights, obligations or interests and which is false in material particulars;
(xxii) MBEL has failed to fulfil any obligation, for which failure termination has been specified in the MBEL Concession Agreement; or
(xxiii) MBEL commits default in complying with any other provision of the MBEL Concession Agreement if such a default causes material adverse effect on NHAI.

Without prejudice to any other rights or remedies which NHAI may have under the MBEL Concession Agreement, upon the occurrence of an SPV Default, the NHAI shall be entitled to terminate the MBEL Concession Agreement by issuing a termination notice to MBEL. Before issuing the termination notice, NHAI shall, by a notice, inform MBEL of its intention to issue a termination notice and grant 15 days to MBEL to make a representation, and may, after the expiry of the 15 days, whether or not it is in receipt of such representation, issue the termination notice subject to the provisions of the MBEL Concession Agreement.

Termination for NHAI Default

In the event that any of the defaults specified below shall have occurred, and NHAI fails to cure such default within a cure period of 90 days or such longer period as has been expressly provided in the MBEL Concession Agreement, NHAI shall be deemed to be in default of the MBEL Concession Agreement **("NHAI Default")** unless the default has occurred as a result of any breach of the MBEL Concession Agreement by MBEL or due to force majeure. The defaults referred to herein shall include:

(i) NHAI commits a material default in complying with any of the provisions of the MBEL Concession Agreement and such default has a material adverse effect on MBEL;
(ii) NHAI has failed to make any payment to MBEL within the period specified in the MBEL Concession Agreement;
(iii) NHAI repudiates the MBEL Concession Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by the MBEL Concession Agreement; or
(iv) the state commits a material default in complying with the provisions of the state support agreement if such default has a material adverse effect on MBEL and the breach continues for a period of 90 days from the date of notice given in this behalf by MBEL to NHAI.

Without prejudice to any other right or remedy which MBEL may have under the MBEL Concession Agreement, upon occurrence of NHAI default, MBEL shall, subject to the provisions of the substitution agreement, be entitled to terminate the MBEL Concession Agreement by issuing a termination notice to NHAI; provided that before issuing the termination notice, the MBEL shall by notice inform NHAI of its intention to issue the termination notice and grant 15 days to NHAI to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the termination notice.

I. *Termination Payment*

Termination Payment shall become due and payable to MBEL within 15 days of a demand being made to NHAI with the necessary particulars, and in the event of any delay, NHAI shall pay interest at a rate equal to 3% above the bank rate on the amount of termination payment remaining unpaid. Provided that such delay shall not exceed 90 days. For the avoidance of any doubt, it is expressly agreed that termination payment shall constitute full discharge by NHAI of its payment obligations in respect thereof hereunder.

J. *Defects Liability after Termination*

MBEL shall be responsible for all defects and deficiencies in the project highway for a period of 120 days after termination, and shall have the obligations to repair or rectify, at their own cost, all defects and deficiencies observed by the independent engineers in the project highway during the aforesaid period. In the event that MBEL fail to repair or rectify such defect or deficiency within 15 days from the date of notice issued by NHAI in this behalf, NHAI shall be entitled to get the same repaired or rectified at MBEL's risk and cost so as to make the project highway conform to the maintenance requirements. All costs incurred by NHAI hereunder shall be reimbursed by MBEL to NHAI within 15 days of receipt of demand thereof, and in the event of default in reimbursing such costs, NHAI shall be entitled to recover the same from the Escrow Account.

K. *Performance Security*

MBEL shall, for the performance of its obligations under the MBEL Concession Agreement during the construction period, provide to NHAI no later than 180 days from the date of MBEL Concession Agreement, an irrevocable and unconditional guarantee from a bank for a sum equivalent to ₹633.50 million in the form set

forth in the MBEL Concession Agreement ("**Performance Security**"). Until such time the Performance Security is provided by MBEL and the same comes into effect, the bid security shall remain in force and effect, and upon such provision of the Performance Security, NHAI shall release the bid security to MBEL.

Notwithstanding anything to the contrary in the MBEL Concession Agreement, in the event Performance Security is not provided by MBEL within a period of 180 days from the date of MBEL Concession Agreement, NHAI may encash the bid security and appropriate the proceeds thereof as damages, and thereupon all rights, privileges, claims and entitlements of MBEL under and arising out of the MBEL Concession Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of MBEL, and MBEL Concession Agreement shall be deemed to have been terminated by mutual agreement of the parties.

L. ***O&M obligations of MBEL***

During the operation period, MBEL shall operate and maintain the project highway in accordance with the MBEL Concession Agreement either by itself, or through the O&M contractor and if required, modify, repair or otherwise make improvements to the project highway to comply with the provisions of the MBEL Concession Agreement, applicable laws and applicable permits, and conform to specifications and standards and good industry practice. The obligations of MBEL shall include:

(i) permitting safe, smooth and uninterrupted flow of traffic on the project highway during normal operating conditions;
(ii) collecting and appropriating the fee;
(iii) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the project highway by providing a rapid and effective response and maintaining liaison with emergency services of the state;
(iv) carrying out periodic preventive maintenance of the project highway;
(v) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavements markings, lighting, road signs and other traffic control devices;
(vi) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
(vii) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the project highway;
(viii) preventing with the assistance of the concerned law enforcement agencies, any encroachments on the project highway;
(ix) protection of the environment and provision of equipment and materials thereof;
(x) operations and maintenance of all communication, control and administrative systems necessary for the efficient operation of project highway;
(xi) maintaining a public relations unit to interface with and attend to suggestions from the users, government agencies, media and other agencies; and
(xii) complying with safety requirements in accordance with the MBEL Concession Agreement.

MBEL shall remove promptly from the project highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the project highway in a clean, tidy and orderly condition, and in conformity with the applicable laws, applicable permits and good industry practice. For avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at a place to be decided in consultation with NHAI, independent engineer and MBEL.

MBEL shall maintain, in conformity with good industry practice, all stretches of approach roads, over passes, under passes or other structures situated on the site but not forming part of the carriageway.

M. ***Insurance during concession period***

MBEL shall effect and maintain at its own cost, during the construction period and the operation period, such insurances for such maximum sums as may be required under the financing agreements, and the applicable laws, and such insurances as may be necessary or prudent in accordance with good industry practice. MBEL

shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on NHAI as a consequence of any act or omission of MBEL during the construction period. MBEL shall procure that in each insurance policy, NHAI shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by MBEL after repayment of senior lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of senior lenders' dues.

N. ***Liability and Indemnity***

General Indemnity

MBEL will indemnify, defend, save and hold harmless NHAI and its officers, servants, agents, government instrumentalities and government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by MBEL of any of its obligations under the MBEL Concession Agreement or any related agreement or on account of any defect or deficiency in the provision of services by MBEL to any user or from any negligence of MBEL under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the MBEL Concession Agreement on the part of Authority Indemnified Persons.

NHAI will indemnify, defend, save and hold harmless MBEL against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of NHAI in the land comprised in the site, and/or (ii) breach by NHAI of any of its obligations under the MBEL Concession Agreement or any related agreement, which materially and adversely affect the performance by MBEL of its obligations under the MBEL Concession Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the MBEL Concession Agreement or any related agreement and/or breach of its statutory duty on the part of MBEL, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of MBEL.

Indemnity by MBEL

Without limiting the generality of the above clause, MBEL shall fully indemnify, hold harmless and defend NHAI and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(i) failure of MBEL to comply with applicable laws and applicable permits;
(ii) payment of taxes required to be made by MBEL in respect of the income or other taxes of MBEL's contractors, suppliers and representatives; or
(iii) non-payment of amounts due as a result of materials or services furnished to MBEL or any of its contractors which are payable by MBEL or any of its contractors.

Without limiting the generality of the provisions of the MBEL Concession Agreement, MBEL shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may suffer, or pay by reason of any demands, claims, suits, or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by MBEL or by MBEL's contractors in performing MBEL's obligations or in any way incorporated in or related to the project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, MBEL shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the project highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, MBEL shall promptly make every reasonable effort to secure for NHAI a licence, at no cost to NHAI, authorising continued use of the infringing work. If MBEL is unable to secure such licence within a reasonable

time, MBEL shall, at its own expense, and without impairing the specifications and standards, either replace the affected work or part, or process thereof with non-infringing work or part or process, or modify the same so that It becomes non-infringing.

O. ***Effect of Force Majeure Event on the concession***

Upon occurrent of any force majeure event prior to the appointed date, the period set forth in the MBEL Concession Agreement for achieving financial close shall be extended by a period equal in length to the duration of the force majeure event.

At any time after the appointed date, if any force majeure event occurs:

(i) before COD, the concession period and the dates set forth in the project completion schedule shall be extended by a period equal in length to the duration for which such force majeure event subsists; or

(ii) after COD, whereupon MBEL is unable to collect fee despite making best efforts or it is directed by NHAI to suspend the collection thereof during the subsistence of such force majeure event, the concession period shall be extended by a period, equal in length to the period during which MBEL was prevented from collection of fee on account thereof, provided that in the event of partial collection of fee where the daily collection if less than 90% of the average daily fee, NHAI shall extend the concession period in proportion to the loss of fee on a daily basis. For the avoidance of doubt, loss of 25% in collection of fee as compared to the average daily fee for four days shall entitle MBEL to extension of one day in the concession period.

P. ***Suspension of MBEL rights***

Suspension upon MBEL default

Upon occurrence of MBEL default, NHAI shall be entitled, without prejudice to its other rights and remedies under the MBEL Concession Agreement including rights of termination, to (i) suspend all rights of MBEL under the MBEL Concession Agreement including MBEL's right to collect fee, and other revenues, and (ii) exercise such rights itself and perform the obligations or authorise any other person to exercise or perform the same on its behalf during such suspension. Suspension shall be effective forthwith upon issue of notice by NHAI to MBEL and may extend up to a period not exceeding 180 days from the date of issue of such notice; provided that upon written request from MBEL and lender's representative, NHAI shall extend the aforesaid period of 180 days by a further period not exceeding 90 days.

Authority to act on behalf of MBEL

During the period of suspension, NHAI shall, on behalf of MBEL, collect all fee and revenues under and in accordance with the MBEL Concession Agreement and deposit the same in the escrow account. NHAI shall be entitled to make withdrawals form the escrow account for meeting the costs incurred by it for remedying and rectifying the cause of suspension, and thereafter for defraying the expenses specified in the MBEL Concession Agreement.

During the period of suspension hereunder, all rights and liabilities vested in MBEL in accordance with the provisions of the MBEL Concession Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by NHAI for discharging the obligations of MBEL under and in accordance with the MBEL Concession Agreement and the project agreements, shall be deemed to have been done or taken for and on behalf of MBEL and MBEL undertakes to indemnify NHAI for all costs incurred during such period. MBEL hereby licenses and sub-licenses respectively, NHAI or any other person authorised by it under the MBEL Concession Agreement to use during suspension, all intellectual property belonging to or licenced to MBEL with respect to the project highway and its design, engineering, construction, operation and maintenance, and which is used or created by MBEL in performing its obligations under the MBEL Concession Agreement.

Revocation of Suspension

In the event that NHAI shall have rectified or removed the cause of suspension within a period not exceeding 90 days from the date of suspension, it shall revoke the suspension forthwith and restore all rights of MBEL under the MBEL Concession Agreement. For the avoidance of doubt, the parties expressly agree that the NHAI may, in its discretion, revoke the suspension at any time, whether or not the cause of suspension has been rectified or removed hereunder.

Upon MBEL having cured MBEL default within a period not exceeding 90 days from the date of suspension, NHAI shall revoke the suspension forthwith and restore all rights of MBEL under the MBEL Concession Agreement.

Substitution of MBEL

At any time during the period of suspension, the lenders' representative, on behalf of senior lenders, shall be entitled to substitute MBEL under and in accordance with the substitution agreement, and upon receipt of notice, thereunder from the lenders' representative, NHAI shall withhold termination for a period not exceeding 180 days from the day of suspension, and any extension thereof under the MBEL Concession Agreement, for enabling the lenders' representative to exercise its rights of substitution on behalf of senior lenders.

Termination

At any time during the period of suspension under the MBEL Concession Agreement, MBEL may by notice require the authority to revoke the suspension and issue a termination notice. Subject to the rights of the lenders' representative to undertake substitution in accordance with the provisions of the MBEL Concession Agreement and within the period specified in the MBEL Concession Agreement, NHAI shall, within 15 days of receipt of such notice, terminate the MBEL Concession Agreement under and in accordance with the MBEL Concession Agreement.

Notwithstanding anything to the contrary contained in the MBEL Concession Agreement, in the event that suspension is not revoked within 180 days from the date of suspension or within the extended period, if any, set forth in the MBEL Concession Agreement, the MBEL Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have terminated by mutual agreement of the parties and all the provisions of the MBEL Concession Agreement shall apply, *mutatis mutandis*, to such termination as if a termination notice had been issued by NHAI upon occurrence of a MBEL default.

3. Concession agreement executed between PSRDCL and NHAI dated September 30, 2009 for design, engineering, construction, development, finance, operation and maintenance of four-laning of Pune-Solapur Section of NH-9 from Km 144.400 to Km 249 in the State of Maharashtra under NHDP Phase III on DBFOT basis, for a period of 19 years and 295 days("PSRDCL Concession Agreement").

A. *Grant of Concession*

Subject to the provisions of the PSRDCL Concession Agreement, the applicable laws and applicable permits, NHAI has granted PSRDCL exclusive right, license and authority during the subsistence of the PSRDCL Concession Agreement to construct, operate and maintain the project for 19 years and 295 days commencing from the appointed date as mentioned in the PSRDCL Concession Agreement.

Subject to and in accordance with the PSRDCL Concession Agreement, the concession granted shall oblige or entitle (as the case maybe) PSRDCL to:

(i) right of way, access and license to the site for the purpose of and to the extent conferred by the provisions of the PSRDCL Concession Agreement;
(ii) finance and construct the project highway;
(iii) manage, operate and maintain the project and regulate the use thereof by third parties;

(iv) demand, collect and appropriate fee from vehicles and users liable for payment of fee for using the project highway or any part thereof and refuse entry of any vehicle if the fee due is not paid;
(v) perform and fulfil all the obligations under and in accordance with the PSRDCL Concession Agreement;
(vi) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of PSRDCL under the PSRDCL Concession Agreement; and
(vii) neither assign, transfer or sublet or create any lien or encumbrances on the PSRDCL Concession Agreement or the concession thereby granted or on the whole or any part of the project highway nor transfer, lease or part possession thereof, save and except as expressly permitted by the PSRDCL Concession Agreement or the substitution agreement.

B. ***Concession Fees***

In consideration of the grant of concession under the PSRDCL Concession Agreement, concession fee payable by PSRDCL to NHAI shall be ₹1 per year during the term of the PSRDCL Concession Agreement **("Concession Fees")**.

C. ***Escrow Account***

PSRDCL shall, prior to the appointed date, open and establish an escrow account **("Escrow Account")** and shall deposit the following inflows and receipts into it: i) all funds constituting the financial package; ii) all fee and any other revenues from or in respect of the project highway, including the proceeds of any deposits, capital receipts or insurance claims; and iii) all payments by NHAI, after deduction of any outstanding Concession Fees. The nature and scope of the Escrow Account shall be as per the agreement entered into amongst PSRDCL, NHAI, the escrow bank and the senior lenders **("Escrow Agreement").**

D. ***Withdrawals during concession period***

PSRDCL shall, at the time of opening of the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the escrow bank instructing that deposits in the Escrow Account shall be appropriated in the following order each month, or at a shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(i) all taxes due and payable by PSRDCL for and in respect of the project highway;
(ii) all payments relating to construction of the project highway, subject to and in accordance with the conditions, if any, set forth in the financing agreements;
(iii) operation and maintenance **("O&M")** expenses, subject to the ceiling, if any, set forth in the financing agreements;
(iv) O&M expenses and other costs and expenses incurred by NHAI in accordance with the provisions of the PSRDCL Concession Agreement and certified by NHAI as due and payable to it;
(v) Concession Fee due and payable to NHAI;
(vi) monthly proportionate provision of debt service due in an accounting year;
(vii) all payment and damages certified by NHAI as due and payable to it by PSRDCL, including repayment of revenue shortfall loan;
(viii) monthly proportionate provision of debt service payments due in an accounting year in respect of subordinated debt;
(ix) any reserve requirements set forth in the financing agreements; and
(x) balance, if any, in accordance with the instructions of PSRDCL.

PSRDCL shall not in any manner modify the order of payment specified above, except with prior written approval of NHAI.

E. ***Withdrawals upon Termination***

Notwithstanding anything to the contrary contained in the PSRDCL Concession Agreement, all amounts standing to the credit of the Escrow Account shall, upon termination be appropriated in the following order:

(i) all taxes due and payable by PSRDCL in respect of the project highway;
(ii) 90% of the debt due excluding subordinated debt;
(iii) outstanding Concession Fees;
(iv) all payments and damages certified by NHAI as due and payable to it by PSRDCL including repayment of the revenue shortfall loan;
(v) retention and payments relating to the liability for defects and deficiencies set forth in the PSRDCL Concession Agreement;
(vi) outstanding debt service including the balance of debt due;
(vii) outstanding subordinated debt;
(viii) incurred or accrued O&M expenses;
(ix) any other payments required to be made under the PSRDCL Concession Agreement; and
(x) balance, if any, in accordance with the instructions of PSRDCL, provided that no appropriations shall be made until a vesting certificate has been issued by NHAI.

F. ***Change of Scope***

NHAI may, notwithstanding anything to the contrary contained in the PSRDCL Concession Agreement, require the provision of additional works and services which are not included in the scope of the projects as contemplated in the PSRDCL Concession Agreement (**"Change of Scope"**). Any such Change of Scope shall be made in accordance with the provisions of the PSRDCL Concession Agreement and the costs thereof shall be expended by PSRDCL and reimbursed to it by NHAI in accordance with the PSRDCL Concession Agreement.

If PSRDCL determines at any time that a Change of Scope is necessary for providing safer and improved services to the users, it shall by notice in writing require NHAI to consider such Change of Scope. NHAI within 15 days of receipt of such notice, either accept it with modifications, if any, and initiate proceedings thereof or inform PSRDCL in writing of its reasons for not accepting it.

G. ***Compensation for Breach of Agreement***

In the event of PSRDCL being in material default or breach of the PSRDCL Concession Agreement, it shall pay to NHAI by way of compensation, all direct costs suffered or incurred by NHAI as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No compensation shall be payable for any breach or default in respect of which damages are expressly specified and payable under the PSRDCL Concession Agreement.

In the event of NHAI being in material default or breach of the PSRDCL Concession Agreement at any time after the appointed date, it shall pay PSRDCL, by way of compensation, all direct costs suffered or incurred by PSRDCL as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No such compensation shall be payable for any breach or default in respect of which damages have been expressly specified in the PSRDCL Concession Agreement.

H. ***Termination of the PSRDCL Concession Agreement***

Termination for PSRDCL Default

Save as otherwise provided in the PSRDCL Concession Agreement, in the event that any of the defaults specified below shall have occurred, and PSRDCL fail to cure the default within the cure period set forth in the PSRDCL Concession Agreement, or where no cure period is specified, then within a cure period of 60 days, PSRDCL shall be deemed to be in default of the PSRDCL Concession Agreement **("SPV Default")** unless the default has occurred solely as a result of any breach of the PSRDCL Concession Agreement by the NHAI or due to force majeure. The defaults referred to herein shall include:

(i) the performance security has been encashed and appropriated and PSRDCL fails to replenish or provide fresh performance security within a cure period of 30 days;

(ii) subsequent to the replenishment or furnishing of fresh performance security, PSRDCL fails to cure within a cure period of 90 days, the SPV Default for which whole or part of the performance security was appropriated;
(iii) PSRDCL do not achieve the latest outstanding project milestone and continues to be in default for 90 days;
(iv) PSRDCL abandons or manifests intention to abandon the construction or operation of the project highway without prior written consent of NHAI;
(v) project completion date does not occur within the specified period;
(vi) punch list items have not been completed within the specified period;
(vii) PSRDCL is in breach of the maintenance requirements or the safety requirements, as the case maybe;
(viii) PSRDCL has failed to make any payment to NHAI within the period specified in the PSRDCL Concession Agreement;
(ix) an escrow default has occurred and PSRDCL fails to cure the default within a cure period of 15 days;
(x) upon occurrence of a financial default, the lenders' representative has by notice required NHAI to undertake suspension or termination, as the case maybe, in accordance with the substitution agreement and PSRDCL fails to cure the default within the cure period specified in the PSRDCL Concession Agreement;
(xi) a breach of any of the project agreements by PSRDCL has caused a material adverse effect;
(xii) PSRDCL creates any encumbrance in breach of the PSRDCL Concession Agreement;
(xiii) PSRDCL repudiates the PSRDCL Concession Agreement or otherwise takes any action or evidence or conveys an intention not to be bound by the PSRDCL Concession Agreement;
(xiv) change in ownership has occurred in breach of the PSRDCL Concession Agreement;
(xv) there is a transfer, pursuant to law either of (i) the rights and/or obligations of PSRDCL under any of the project agreements, or of (ii) all or part of the assets or undertaking of PSRDCL and such transfer causes a material adverse effect;
(xvi) an execution levied on any of the assets of PSRDCL has caused material adverse effect;
(xvii) PSRDCL is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the PSRDCL or for the whole or material part of its assets that has a material bearing on the project;
(xviii) PSRDCL has been, or is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in manner that would cause, in the reasonable opinion of NHAI, a material adverse effect;
(xix) a resolution for winding up of PSRDCL is passed, or any petition for winding up of PSRDCL is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 days of the date thereof or PSRDCL is ordered to wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of PSRDCL are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of PSRDCL under the PSRDCL Concession Agreement and project agreement; and provided that:

    (a) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the PSRDCL Concession Agreement and the project agreements;
    (b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the PSRDCL Concession Agreement and the project agreements and has a credit worthiness at least as good as that of the PSRDCL as at the appointed date; and
    (c) each of the project agreements remains in full force and effect;

(xx) any representation or warranty of PSRDCL herein contained which is, as of the date hereof, found to be materially false or PSRDCL is at any time hereafter found to be in breach thereof;
(xxi) PSRDCL submits to NHAI any statement, notice or other document, in written or electronic form, which has a material effect of NHAI's rights, obligations or interests and which is false in material particulars;
(xxii) PSRDCL has failed to fulfil any obligation, for which failure termination has been specified in the PSRDCL Concession Agreement; or
(xxiii) PSRDCL commits default in complying with any other provision of the PSRDCL Concession Agreement if such a default causes material adverse effect on NHAI.

Without prejudice to any other rights or remedies which NHAI may have under the PSRDCL Concession Agreement, upon the occurrence of an SPV Default, the NHAI shall be entitled to terminate the PSRDCL Concession Agreement by issuing a termination notice to PSRDCL. Before issuing the termination notice, NHAI shall, by a notice, inform PSRDCL of its intention to issue such termination notice and grant 15 days to PSRDCL to make a representation, and may, after the expiry of the 15 days, whether or not it is in receipt of such representation, issue the termination notice subject to the provisions of the PSRDCL Concession Agreement.

Termination for NHAI Default

In the event that any of the defaults specified below shall have occurred, and NHAI fails to cure such default within a cure period of 90 days or such longer period as has been expressly provided in the PSRDCL Concession Agreement, NHAI shall be deemed to be in default of the PSRDCL Concession Agreement **("NHAI Default")** unless the default has occurred as a result of any breach of the PSRDCL Concession Agreement by PSRDCL or due to force majeure. The defaults referred to herein shall include:

(i) NHAI commits a material default in complying with any of the provisions of the PSRDCL Concession Agreement and such default has a material adverse effect on PSRDCL;
(ii) NHAI has failed to make any payment to PSRDCL within the period specified in the PSRDCL Concession Agreement;
(iii) NHAI repudiates the PSRDCL Concession Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by the PSRDCL Concession Agreement; or
(iv) the state commits a material default in complying with the provisions of the state support agreement if such default has a material adverse effect on PSRDCL and the breach continues for a period of 90 days from the date of notice given in this behalf by PSRDCL to NHAI.

Without prejudice to any other right or remedy which PSRDCL may have under the PSRDCL Concession Agreement, upon occurrence of NHAI default, PSRDCL shall, subject to the provisions of the substitution agreement, be entitled to terminate the PSRDCL Concession Agreement by issuing a termination notice to NHAI; provided that before issuing the termination notice, the PSRDCL shall by a notice inform NHAI of its intention to issue the termination notice and grant 15 days to NHAI to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the termination notice.

I. ***Termination Payment***

Termination Payment shall become due and payable to PSRDCL within 15 days of a demand being made to NHAI with the necessary particulars, and in the event of any delay, NHAI shall pay interest at a rate equal to 3% above the bank rate on the amount of termination payment remaining unpaid. Provided that such delay shall not exceed 90 days. For the avoidance of any doubt, it is expressly agreed that termination payment shall constitute full discharge by NHAI of its payment obligations in respect thereof hereunder.

J. ***Defects Liability after Termination***

PSRDCL shall be responsible for all defects and deficiencies in the project highway for a period of 120 days after termination, and shall have the obligations to repair or rectify, at their own cost, all defects and deficiencies observed by the independent engineers in the project highway during the aforesaid period. In the event that PSRDCL fail to repair or rectify such defect or deficiency within 15 days from the date of notice issued by NHAI in this behalf, NHAI shall be entitled to get the same repaired or rectified at PSRDCL's risk and cost so as to make the project highway conform to the maintenance requirements. All costs incurred by NHAI hereunder shall be reimbursed by PSRDCL to NHAI within 15 days of receipt of demand thereof, and in the event of default in reimbursing such costs, NHAI shall be entitled to recover the same from the Escrow Account.

K. ***Performance Security***

PSRDCL shall, for the performance of its obligations under the PSRDCL Concession Agreement during the construction period, provide to NHAI no later than 180 days from the date of PSRDCL Concession Agreement,

an irrevocable and unconditional guarantee from a bank for a sum equivalent to ₹417.50 million in the form set forth in the PSRDCL Concession Agreement ("**Performance Security**"). Until such time the Performance Security is provided by PSRDCL and the same comes into effect, the bid security shall remain in force and effect, and upon such provision of the Performance Security, NHAI shall release the bid security to PSRDCL.

L. ***O&M obligations of PSRDCL***

During the operation period, PSRDCL shall operate and maintain the project highway in accordance with the PSRDCL Concession Agreement either by itself, or through the O&M contractor and if required, modify, repair or otherwise make improvements to the project highway to comply with the provisions of the PSRDCL Concession Agreement, applicable laws and applicable permits, and conform to specifications and standards and good industry practice. The obligations of PSRDCL shall include:

(i) permitting safe, smooth and uninterrupted flow of traffic on the project highway during normal operating conditions;
(ii) collecting and appropriating the fee;
(iii) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the project highway by providing a rapid and effective response and maintaining liaison with emergency services of the state;
(iv) carrying out periodic preventive maintenance of the project highway;
(v) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavements markings, lighting, road signs and other traffic control devices;
(vi) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
(vii) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the project highway;
(viii) preventing with the assistance of the concerned law enforcement agencies, any encroachments on the project highway;
(ix) protection of the environment and provision of equipment and materials thereof;
(x) operations and maintenance of all communication, control and administrative systems necessary for the efficient operation of project highway;
(xi) maintaining a public relations unit to interface with and attend to suggestions from the users, government agencies, media and other agencies; and
(xii) complying with safety requirements in accordance with the PSRDCL Concession Agreement.

PSRDCL shall remove promptly from the project highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the project highway in a clean, tidy and orderly condition, and in conformity with the applicable laws, applicable permits and good industry practice.

PSRDCL shall maintain, in conformity with good industry practice, all stretches of approach roads, over passes, under passes or other structures situated on the site but not forming part of the carriageway.

M. ***Insurance during concession period***

PSRDCL shall effect and maintain at its own cost, during the construction period and the operation period, such insurances for such maximum sums as may be required under the financing agreements, and the applicable laws, and such insurances as may be necessary or prudent in accordance with good industry practice. PSRDCL shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on NHAI as a consequence of any act or omission of PSRDCL during the construction period. PSRDCL shall procure that in each insurance policy, NHAI shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by PSRDCL after repayment of senior lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of senior lenders' dues.

N. ***Liability and Indemnity***

General Indemnity

PSRDCL will indemnify, defend, save and hold harmless NHAI and its officers, servants, agents, government instrumentalities and government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by PSRDCL of any of its obligations under the PSRDCL Concession Agreement or any related agreement or on account of any defect or deficiency in the provision of services by PSRDCL to any user or from any negligence of PSRDCL under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the PSRDCL Concession Agreement on the part of Authority Indemnified Persons.

NHAI will indemnify, defend, save and hold harmless PSRDCL against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of NHAI in the land comprised in the site, and/or (ii) breach by NHAI of any of its obligations under the PSRDCL Concession Agreement or any related agreement, which materially and adversely affect the performance by PSRDCL of its obligations under the PSRDCL Concession Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the PSRDCL Concession Agreement or any related agreement and/or breach of its statutory duty on the part of PSRDCL, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of PSRDCL.

Indemnity by PSRDCL

Without limiting the generality of the above clause, PSRDCL shall fully indemnify, hold harmless and defend NHAI and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(i) failure of PSRDCL to comply with applicable laws and applicable permits;
(ii) payment of taxes required to be made by PSRDCL in respect of the income or other taxes of PSRDCL's contractors, suppliers and representatives; or
(iii) non-payment of amounts due as a result of materials or services furnished to PSRDCL or any of its contractors which are payable by PSRDCL or any of its contractors.

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

O. *Effect of Force Majeure Event on the concession*

Upon occurrent of any force majeure event prior to the appointed date, the period set forth in the PSRDCL Concession Agreement for achieving financial close shall be extended by a period equal in length to the duration of the force majeure event.

At any time after the appointed date, if any force majeure event occurs:

(i) before COD, the concession period and the dates set forth in the project completion schedule shall be extended by a period equal in length to the duration for which such force majeure event subsists; or
(ii) after COD, whereupon PSRDCL is unable to collect fee despite making best efforts or it is directed by NHAI to suspend the collection thereof during the subsistence of such force majeure event, the concession period shall be extended by a period, equal in length to the period during which PSRDCL was prevented from collection of fee on account thereof, provided that in the event of partial collection of fee where the daily collection if less than 90% of the average daily fee, NHAI shall extend the concession period in proportion to the loss of fee on a daily basis. For the avoidance of doubt, loss of 25% in collection of fee as compared to the average daily fee for four days shall entitle PSRDCL to extension of one day in the concession period.

P. *Suspension of PSRDCL rights*

Suspension upon PSRDCL default

Upon occurrence of PSRDCL default, NHAI shall be entitled, without prejudice to its other rights and remedies under the PSRDCL Concession Agreement including rights of termination, to (i) suspend all rights of PSRDCL under the PSRDCL Concession Agreement including PSRDCL's right to collect fee, and other revenues, and (ii) exercise such rights itself and perform the obligations or authorise any other person to exercise or perform the same on its behalf during such suspension. Suspension shall be effective forthwith upon issue of notice by NHAI to PSRDCL and may extend up to a period not exceeding 180 days from the date of issue of such notice; provided that upon written request from PSRDCL and lender's representative, NHAI shall extend the aforesaid period of 180 days by a further period not exceeding 90 days.

Authority to act on behalf of PSRDCL

During the period of suspension, NHAI shall, on behalf of PSRDCL, collect all fee and revenues under and in accordance with the PSRDCL Concession Agreement and deposit the same in the escrow account. NHAI shall be entitled to make withdrawals form the escrow account for meeting the costs incurred by it for remedying and rectifying the cause of suspension, and thereafter for defraying the expenses specified in the PSRDCL Concession Agreement.

During the period of suspension hereunder, all assets and liabilities in relation to project highway shall continue to vest in PSRDCL and all things done or actions taken, including expenditure incurred by NHAI for discharging the obligations of PSRDCL under and in accordance with the PSRDCL Concession Agreement and the project agreements, shall be deemed to have been done or taken for and on behalf of PSRDCL and PSRDCL undertakes to indemnify NHAI for all costs incurred during such period. PSRDCL hereby licenses and sub-licenses respectively, NHAI or any other person authorised by it under the PSRDCL Concession Agreement to use during suspension, all intellectual property belonging to or licenced to PSRDCL.

Revocation of Suspension

In the event that NHAI shall have rectified or removed the cause of suspension within a period not exceeding 90 days from the date of suspension, it shall revoke the suspension forthwith and restore all rights of PSRDCL under the PSRDCL Concession Agreement.

Upon PSRDCL having cured PSRDCL default within a period not exceeding 90 days from the date of suspension, NHAI shall revoke the suspension forthwith and restore all rights of PSRDCL under the PSRDCL Concession Agreement.

Substitution of PSRDCL

At any time during the period of suspension, the lenders' representative, on behalf of senior lenders, shall be entitled to substitute PSRDCL under and in accordance with the substitution agreement, and upon receipt of notice, thereunder from the lenders' representative, NHAI shall withhold termination for a period not exceeding 180 days from the day of suspension, and any extension thereof under the PSRDCL Concession Agreement, for enabling the lenders' representative to exercise its rights of substitution on behalf of senior lenders.

Termination

At any time during the period of suspension under the PSRDCL Concession Agreement, PSRDCL may by notice require the authority to revoke the suspension and issue a termination notice. Subject to the rights of the lenders' representative to undertake substitution in accordance with the provisions of the PSRDCL Concession Agreement and within the period specified in the PSRDCL Concession Agreement, NHAI shall, within 15 days of receipt of such notice, terminate the PSRDCL Concession Agreement under and in accordance with the PSRDCL Concession Agreement.

Notwithstanding anything to the contrary contained in the PSRDCL Concession Agreement, in the event that suspension is not revoked within 180 days from the date of suspension or within the extended period, if any, set forth in the PSRDCL Concession Agreement, the PSRDCL Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have terminated by mutual agreement of the parties and all the provisions of the PSRDCL Concession Agreement shall apply, *mutatis mutandis*, to such termination as if a termination notice had been issued by NHAI upon occurrence of a PSRDCL default.

4. Concession agreement executed between BAEL and NHAI dated May 08, 2013 for six-laning of Barwa Adda-Panagarh Section of NH-2 from Km 398.240 to Km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT pattern, for a period of 20 years ("BAEL Concession Agreement").

A. *Grant of Concession*

Subject to the provisions of the BAEL Concession Agreement, the applicable laws and applicable permits, NHAI has granted BAEL exclusive right, license and authority during the subsistence of the BAEL Concession Agreement to construct, operate and maintain the project for 20 years commencing from the appointed date as mentioned in the BAEL Concession Agreement.

Subject to and in accordance with the BAEL Concession Agreement, the concession granted shall oblige or entitle (as the case maybe) BAEL to:

(i) right of way, access and license to the site for the purpose of and to the extent conferred by the provisions of the BAEL Concession Agreement;
(ii) finance and construct the project highway;
(iii) manage, operate and maintain the project highway and regulate the use thereof by third parties;
(iv) demand, collect and appropriate fee from vehicles and users liable for payment of fee for using the project highway or any part thereof and refuse entry of any vehicle if the fee due is not paid;
(v) perform and fulfil all the obligations under and in accordance with the BAEL Concession Agreement;
(vi) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of BAEL under the BAEL Concession Agreement; and
(vii) neither assign, transfer or sublet or create any lien or encumbrances on the BAEL Concession Agreement or the concession thereby granted or on the whole or any part of the project highway nor transfer, lease or part possession thereof, save and except as expressly permitted by the BAEL Concession Agreement and the substitution agreement.

B. *Concession Fees*

In consideration of the grants of concession under this BAEL Concession Agreement, concession fee payable by BAEL to NHAI shall be ₹1 per year during the term of the BAEL Concession Agreement (**"Concession Fees"**).

C. ***Additional Concession Fee***

BAEL agrees to pay to NHAI, on the appointed date a premium in the form of an additional concession fee equal to ₹ 420.00 million as due to NHAI during that year, due and payable for the period remaining in that year; and for each subsequent year of the concession period, the premium shall be determined by increasing the amount of premium in the respective year by an additional 5% compared to the immediately preceding year.

D. ***Escrow Account***

BAEL shall, prior to the appointed date, open and establish an escrow account **("Escrow Account")** and shall deposit the following inflows and receipts into it: i) all funds constituting the financial package; ii) all fee and any other revenues from or in respect of the project highway, including the proceeds of any deposits, capital receipts or insurance claims; and iii) all payments by NHAI, after deduction of any outstanding Concession Fees. The nature and scope of the Escrow Account shall be as per the agreement entered into amongst BAEL, NHAI, the escrow bank and the senior lenders **("Escrow Agreement".)**

E. ***Withdrawals during concession period***

BAEL shall, at the time of opening of the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the escrow bank instructing that deposits in the Escrow Account shall be appropriated in the following order each month, or at a shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(i) all taxes due and payable by BAEL for and in respect of the project highway;
(ii) all payments relating to construction of the project highway, subject to and in accordance with the conditions, if any, set forth in the financing agreements;
(iii) operation and maintenance **("O&M")** expenses, subject to the ceiling, if any, set forth in the financing agreements;
(iv) O&M expenses and other costs and expenses incurred by NHAI in accordance with the provisions of the BAEL Concession Agreement and certified by NHAI as due and payable to it;
(v) Concession Fee due and payable to NHAI;
(vi) monthly proportionate provision of debt service due in an accounting year;
(vii) premium due and payable to NHAI;
(viii) all payment and damages certified by NHAI as due and payable to it by BAEL, including repayment of revenue shortfall loan;
(ix) monthly proportionate provision of debt service payments due in an accounting year in respect of subordinated debt;
(x) any reserve requirements set forth in the financing agreements; and
(xi) balance, if any, in accordance with the instructions of BAEL.

BAEL shall not in any manner modify the order of payment specified above, except with prior written approval of NHAI.

F. ***Withdrawals upon Termination***

Notwithstanding anything to the contrary contained in the BAEL Concession Agreement, all amounts standing to the credit of the Escrow Account shall, upon termination be appropriated in the following order:

(i) all taxes due and payable by BAEL in respect of the project highway;
(ii) 90% of the debt due excluding subordinated debt;
(iii) outstanding Concession Fees;

(iv) all payments and damages certified by NHAI as due and payable to it by BAEL including premium and repayment of the revenue shortfall loan;
(v) retention and payments relating to the liability for defects and deficiencies set forth in the BAEL Concession Agreement;
(vi) outstanding debt service including the balance of debt due;
(vii) outstanding subordinated debt;
(viii) incurred or accrued O&M expenses;
(ix) any other payments required to be made under the BAEL Concession Agreement; and
(x) balance, if any, in accordance with the instructions of BAEL. Provided that no appropriations shall be made until a vesting certificate has been issued by NHAI.

G. ***Change of Scope***

NHAI may, notwithstanding anything to the contrary contained in the BAEL Concession Agreement, require the provision of additional works and services which are not included in the scope of the projects as contemplated in the BAEL Concession Agreement (**"Change of Scope"**). Any such Change of Scope shall be made in accordance with the provisions of the BAEL Concession Agreement and the costs thereof shall be expended by BAEL and reimbursed to it by NHAI in accordance with the BAEL Concession Agreement.

If BAEL determines at any time that a Change of Scope is necessary for providing safer and improved services to the users, it shall by notice in writing require NHAI to consider such Change of Scope. NHAI within 15 days of receipt of such notice, either accept it with modifications, if any, and initiate proceedings thereof or inform BAEL in writing of its reasons for not accepting it.

H. ***Compensation for Breach of Agreement***

In the event of BAEL being in material default or breach of the BAEL Concession Agreement, it shall pay to NHAI by way of compensation, all direct costs suffered or incurred by NHAI as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No compensation shall be payable for any breach or default in respect of which damages are expressly specified and payable under the BAEL Concession Agreement.

In the event of NHAI being in material default or breach of the BAEL Concession Agreement at any time after the appointed date, it shall pay BAEL, by way of compensation, all direct costs suffered or incurred by BAEL as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No such compensation shall be payable for any breach or default in respect of which damages have been expressly specified in the BAEL Concession Agreement.

I. ***Termination of the BAEL Concession Agreement***

Termination for BAEL Default

Save as otherwise provided in the BAEL Concession Agreement, in the event that any of the defaults specified below shall have occurred, and BAEL fail to cure the default within the cure period set forth in the BAEL Concession Agreement, or where no cure period is specified, then within a cure period of 60 days, BAEL shall be deemed to be in default of the BAEL Concession Agreement **("SPV Default")** unless the default has occurred solely as a result of any breach of the BAEL Concession Agreement by the NHAI or due to force majeure. The defaults referred to herein shall include:

(i) the performance security has been encashed and appropriated and BAEL fails to replenish or provide fresh performance security within a cure period of 30 days;
(ii) subsequent to the replenishment or furnishing of fresh performance security, BAEL fails to cure within a cure period of 90 days, the SPV Default for which whole or part of the performance security was appropriated;
(iii) BAEL do not achieve the latest outstanding project milestone and continues to be in default for 90 days;

(iv) BAEL abandons or manifests intention to abandon the construction or operation of the project highway without prior written consent of NHAI;
(v) project completion date does not occur within the specified period;
(vi) punch list items have not been completed within the specified period;
(vii) BAEL is in breach of the maintenance requirements or the safety requirements, as the case maybe;
(viii) BAEL has failed to make any payment to NHAI within the period specified in the BAEL Concession Agreement;
(ix) an escrow default has occurred and BAEL fails to cure the default within a cure period of 15 days;
(x) upon occurrence of a financial default, the lenders' representative has by notice required NHAI to undertake suspension or termination, as the case maybe, in accordance with the substitution agreement and BAEL fails to cure the default within the cure period specified in the BAEL Concession Agreement;
(xi) a breach of any of the project agreements by BAEL has caused a material adverse effect;
(xii) BAEL create any encumbrance in breach of the BAEL Concession Agreement;
(xiii) BAEL repudiate the BAEL Concession Agreement or otherwise take any action or evidence or conveys an intention not to be bound by the BAEL Concession Agreement;
(xiv) change in ownership has occurred in breach of the BAEL Concession Agreement;
(xv) there is a transfer, pursuant to law either of (i) the rights and/or obligations of BAEL under any of the project agreements, or of (ii) all or part of the assets or undertaking of BAEL and such transfer causes a material adverse effect;
(xvi) an execution levied on any of the assets of BAEL has cause material adverse effect;
(xvii) BAEL is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the BAEL or for the whole or material part of its assets that has a material bearing on the project;
(xviii) BAEL has been, or is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in manner that would cause, in the reasonable opinion of NHAI, a material adverse effect;
(xix) a resolution for winding up of BAEL is passed, or any petition for winding up of BAEL is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 days of the date thereof or BAEL is ordered to wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of BAEL are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of BAEL under the BAEL Concession Agreement and project agreement; and provided that:

    (a) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the BAEL Concession Agreement and the project agreements;
    (b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the BAEL Concession Agreement and the project agreements and has a credit worthiness at least as good as that of the BAEL as at the appointed date; and
    (c) each of the project agreements remains in full force and effect;

(xx) any representation or warranty of BAEL herein contained which is, as of the date hereof, found to be materially false or BAEL is at any time hereafter found to be in breach thereof;
(xxi) BAEL submit to NHAI any statement, note or other document, in written or electronic form, which has a material effect of NHAI's rights, obligations or interests and which is false in material particulars;
(xxii) BAEL has failed to fulfil any obligation, for which failure termination has been specified in the BAEL Concession Agreement; or
(xxiii) BAEL commits default in complying with any other provision of the BAEL Concession Agreement if such a default causes material adverse effect on NHAI.

Without prejudice to any other rights or remedies which NHAI may have under the BAEL Concession Agreement, upon the occurrence of an SPV Default, the NHAI shall be entitled to terminate the BAEL Concession Agreement by issuing a termination notice to BAEL. Before issuing the termination notice, NHAI shall, by notice, inform of its intention to issue a termination notice and grant 15 days to BAEL to make a representation, and may, after the expiry of the 15 days, whether or not it is in receipt of such representation, issue the termination notice subject to the provisions of the BAEL Concession Agreement.

Termination for NHAI Default

In the event that any of the defaults specified below shall have occurred, and NHAI fails to cure such default within a cure period of 90 days or such longer period as has been expressly provided in the BAEL Concession Agreement, NHAI shall be deemed to be in default of the BAEL Concession Agreement **("NHAI Default")** unless the default has occurred as a result of any breach of the BAEL Concession Agreement by BAEL or due to force majeure. The defaults referred to herein shall include:

(i) NHAI commits a material default in complying with any of the provisions of the BAEL Concession Agreement and such default has a material adverse effect on BAEL;
(ii) NHAI has failed to make any payment to BAEL within the period specified in the BAEL Concession Agreement;
(iii) NHAI repudiates the BAEL Concession Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by the BAEL Concession Agreement; or
(iv) the state commits a material default in complying with the provisions of the state support agreement if such default has a material adverse effect on BAEL and the breach continues for a period of 90 days from the date of notice given in this behalf by BAEL to NHAI.

Without prejudice to any other right or remedy which BAEL may have under the BAEL Concession Agreement, upon occurrence of NHAI default, BAEL shall, subject to the provisions of the substitution agreement, be entitled to terminate the BAEL Concession Agreement by issuing a termination notice to NHAI; provided that before issuing the termination notice, the BAEL shall by a notice inform NHAI of its intention to issue the termination notice and grant 15 days to NHAI to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the termination notice.

J. ***Termination Payment***

Termination Payment shall become due and payable to BAEL within 15 days of a demand being made to NHAI with the necessary particulars, and in the event of any delay, NHAI shall pay interest at a rate equal to 3% above the bank rate on the amount of termination payment remaining unpaid. Provided that such delay shall not exceed 90 days. For the avoidance of any doubt, it is expressly agreed that termination payment shall constitute full discharge by NHAI of its payment obligations in respect thereof hereunder.

K. ***Defects Liability after Termination***

BAEL shall be responsible for all defects and deficiencies in the project highway for a period of 120 days after termination, and shall have the obligations to repair or rectify, at their own cost, all defects and deficiencies observed by the independent engineers in the project highway during the aforesaid period. In the event that BAEL fail to repair or rectify such defect or deficiency within 15 days from the date of notice issued by NHAI in this behalf, NHAI shall be entitled to get the same repaired or rectified at BAEL's risk and cost so as to make the project highway conform to the maintenance requirements. All costs incurred by NHAI hereunder shall be reimbursed by BAEL to NHAI within 15 days of receipt of demand thereof, and in the event of default in reimbursing such costs, NHAI shall be entitled to recover the same from the Escrow Account.

L. ***Performance Security***

BAEL shall, for the performance of its obligations under the BAEL Concession Agreement during the construction period, provide to NHAI no later than 180 days from the date of BAEL Concession Agreement, an irrevocable and unconditional guarantee from a bank for a sum equivalent to ₹1071.90 million in the form set forth in the BAEL Concession Agreement ("**Performance Security**"). Until such time the Performance Security is provided by BAEL and the same comes into effect, the bid security shall remain in force and effect, and upon such provision of the Performance Security, NHAI shall release the bid security to BAEL.

M. ***O&M obligations of BAEL***

During the operation period, BAEL shall operate and maintain the project highway in accordance with the BAEL Concession Agreement either by itself, or through the O&M contractor and if required, modify, repair or otherwise make improvements to the project highway to comply with the provisions of the BAEL Concession Agreement, applicable laws and applicable permits, and conform to specifications and standards and good industry practice. The obligations of BAEL shall include:

(i) permitting safe, smooth and uninterrupted flow of traffic on the project highway during normal operating conditions;
(ii) collecting and appropriating the fee;
(iii) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the project highway by providing a rapid and effective response and maintaining liaison with emergency services of the state;
(iv) carrying out periodic preventive maintenance of the project highway;
(v) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavements markings, lighting, road signs and other traffic control devices;
(vi) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
(vii) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the project highway;
(viii) preventing with the assistance of the concerned law enforcement agencies, any encroachments on the project highway;
(ix) protection of the environment and provision of equipment and materials thereof;
(x) operations and maintenance of all communication, control and administrative systems necessary for the efficient operation of project highway;
(xi) maintaining a public relations unit to interface with and attend to suggestions from the users, government agencies, media and other agencies; and
(xii) complying with safety requirements in accordance with the BAEL Concession Agreement.

BAEL shall remove promptly from the project highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the project highway in a clean, tidy and orderly condition, and in conformity with the applicable laws, applicable permits and good industry practice. For avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at a place to be decided in consultation with NHAI/independent engineer.

BAEL shall maintain, in conformity with good industry practice, all stretches of approach roads, over passes, under passes or other structures situated on the site but not forming part of the carriageway.

N. ***Insurance during concession period***

BAEL shall effect and maintain at its own cost, during the construction period and the operation period, such insurances for such maximum sums as may be required under the financing agreements, and the applicable laws, and such insurances as may be necessary or prudent in accordance with good industry practice. BAEL shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on NHAI as a consequence of any act or omission of BAEL during the construction period. BAEL shall procure that in each insurance policy, NHAI shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by BAEL after repayment of senior lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of senior lenders' dues.

O. ***Liability and Indemnity***

General Indemnity

BAEL will indemnify, defend, save and hold harmless NHAI and its officers, servants, agents, government instrumentalities and government owned and/or controlled entities/enterprises, (the "**Authority Indemnified**

Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by BAEL of any of its obligations under the BAEL Concession Agreement or any related agreement or on account of any defect or deficiency in the provision of services by BAEL to any user or from any negligence of BAEL under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the BAEL Concession Agreement on the part of Authority Indemnified Persons.

NHAI will indemnify, defend, save and hold harmless BAEL against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of NHAI in the land comprised in the site, and/or (ii) breach by NHAI of any of its obligations under the BAEL Concession Agreement or any related agreement, which materially and adversely affect the performance by BAEL of its obligations under the BAEL Concession Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the BAEL Concession Agreement or any related agreement and/or breach of its statutory duty on the part of BAEL, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of BAEL.

Indemnity by BAEL

Without limiting the generality of the above clause, BAEL shall fully indemnify, hold harmless and defend NHAI and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(i) failure of BAEL to comply with applicable laws and applicable permits;
(ii) payment of taxes required to be made by BAEL in respect of the income or other taxes of BAEL's contractors, suppliers and representatives; or
(iii) non-payment of amounts due as a result of materials or services furnished to BAEL or any of its contractors which are payable by BAEL or any of its contractors.

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

P. *Effect of Force Majeure Event on the concession*

Upon occurrent of any force majeure event prior to the appointed date, the period set forth in the BAEL Concession Agreement for achieving financial close shall be extended by a period equal in length to the duration of the force majeure event.

At any time after the appointed date, if any force majeure event occurs:

(i) before COD, the concession period and the dates set forth in the project completion schedule shall be extended by a period equal in length to the duration for which such force majeure event subsists; or

(ii) after COD, whereupon BAEL is unable to collect fee despite making best efforts or it is directed by NHAI to suspend the collection thereof during the subsistence of such force majeure event, the concession period shall be extended by a period, equal in length to the period during which BAEL was prevented from collection of fee on account thereof, provided that in the event of partial collection of fee where the daily collection if less than 90% of the average daily fee, NHAI shall extend the concession period in proportion to the loss of fee on a daily basis. For the avoidance of doubt, loss of 25% in collection of fee as compared to the average daily fee for four days shall entitle BAEL to extension of one day in the concession period.

Q. *Suspension of BAEL rights*

Suspension upon BAEL default

Upon occurrence of BAEL default, NHAI shall be entitled, without prejudice to its other rights and remedies under the BAEL Concession Agreement including rights of termination, to (i) suspend all rights of BAEL under the BAEL Concession Agreement including BAEL's right to collect fee, and other revenues, and (ii) exercise such rights itself and perform the obligations or authorise any other person to exercise or perform the same on its behalf during such suspension. Suspension shall be effective forthwith upon issue of notice by NHAI to BAEL and may extend up to a period not exceeding 180 days from the date of issue of such notice; provided that upon written request from BAEL and lender's representative, NHAI shall extend the aforesaid period of 180 days by a further period not exceeding 90 days.

Authority to act on behalf of BAEL

During the period of suspension, NHAI shall, on behalf of BAEL, collect all fee and revenues under and in accordance with the BAEL Concession Agreement and deposit the same in the escrow account. NHAI shall be entitled to make withdrawals form the escrow account for meeting the costs incurred by it for remedying and rectifying the cause of suspension, and thereafter for defraying the expenses specified in the BAEL Concession Agreement.

During the period of suspension hereunder, all assets and liabilities in relation to the project highway shall continue to vest in BAEL and all things done or actions taken, including expenditure incurred by NHAI for discharging the obligations of BAEL under and in accordance with the BAEL Concession Agreement and the project agreements, shall be deemed to have been done or taken for and on behalf of BAEL and BAEL undertakes to indemnify NHAI for all costs incurred during such period. BAEL hereby licenses and sub-licenses respectively, NHAI or any other person authorised by it under the BAEL Concession Agreement to use during suspension, all intellectual property belonging to or licenced to BAEL with respect to the project highway and its design, engineering, construction, operation and maintenance, and which is used or created by BAEL in performing its obligations under the BAEL Concession Agreement.

Revocation of Suspension

In the event that NHAI shall have rectified or removed the cause of suspension within a period not exceeding 90 days from the date of suspension, it shall revoke the suspension forthwith and restore all rights of BAEL under the BAEL Concession Agreement.

Upon BAEL having cured BAEL default within a period not exceeding 90 days from the date of suspension, NHAI shall revoke the suspension forthwith and restore all rights of BAEL under the BAEL Concession Agreement.

Substitution of BAEL

At any time during the period of suspension, the lenders' representative, on behalf of senior lenders, shall be entitled to substitute BAEL under and in accordance with the substitution agreement, and upon receipt of notice,

thereunder from the lenders' representative, NHAI shall withhold termination for a period not exceeding 180 days from the day of suspension, and any extension thereof under the BAEL Concession Agreement, for enabling the lenders' representative to exercise its rights of substitution on behalf of senior lenders.

Termination

At any time during the period of suspension under the BAEL Concession Agreement, BAEL may by notice require the authority to revoke the suspension and issue a termination notice. Subject to the rights of the lenders' representative to undertake substitution in accordance with the provisions of the BAEL Concession Agreement and within the period specified in the BAEL Concession Agreement, NHAI shall, within 15 days of receipt of such notice, terminate the BAEL Concession Agreement under and in accordance with the BAEL Concession Agreement.

Notwithstanding anything to the contrary contained in the BAEL Concession Agreement, in the event that suspension is not revoked within 180 days from the date of suspension or within the extended period, if any, set forth in the BAEL Concession Agreement, the BAEL Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have terminated by mutual agreement of the parties and all the provisions of the BAEL Concession Agreement shall apply, *mutatis mutandis*, to such termination as if a termination notice had been issued by NHAI upon occurrence of a BAEL default.

5. Concession agreement executed between SBHL ("Concessionaire") and The Governor of Rajasthan (acting through the Chief Engineer (NH), PWD, GoR) (the "Authority") on behalf of Ministry of Road Transport and Highways Government of India dated June 29, 2012 for development and operation of Sikar-Bikaner Section of NH-11 from Km 340.188 of NH 11 to Km 557.775 of NH 11 via Sikar bypass and Bikaner bypass from Km 553.869 of NH 11 to Km 267.325 of NH 89, by two-laning with paved shoulder in the State of Rajasthan on DBFOT basis, for a period of 25 years ("SBHL Concession Agreement").

A. *Grant of Concession*

Subject to the provisions of the SBHL Concession Agreement, the applicable laws and applicable permits, the Authority has granted SBHL exclusive right, license and authority during the subsistence of the SBHL Concession Agreement to construct, operate and maintain the project for 25 years commencing from the appointed date as mentioned in the SBHL Concession Agreement.

Subject to and in accordance with the SBHL Concession Agreement, the concession granted shall oblige or entitle (as the case maybe) SBHL to:

(i) right of way, access and license to the site for the purpose of and to the extent conferred by the provisions of the SBHL Concession Agreement;
(ii) finance and construct the project highway;
(iii) manage, operate and maintain the project highway and regulate the use thereof by third parties;
(iv) demand, collect and appropriate fee from vehicles and users liable for payment of fee for using the project highway or any part thereof and refuse entry of any vehicle if the fee due is not paid;
(v) perform and fulfil all the obligations under and in accordance with the SBHL Concession Agreement;
(vi) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of SBHL under the SBHL Concession Agreement; and
(vii) neither assign, transfer or sublet or create any lien or encumbrances on the SBHL Concession Agreement or the concession thereby granted or on the whole or any part of the project highway nor transfer, lease or part possession thereof, save and except as expressly permitted by the SBHL Concession Agreement or the substitution agreement.

B. *Concession Fees*

In consideration of the grants of concession under this SBHL Concession Agreement, concession fee payable by SBHL to the Authority shall be ₹1 per year during the term of the SBHL Concession Agreement (**"Concession Fees"**).

C. ***Escrow Account***

SBHL shall, prior to the appointed date, open and establish an escrow account **("Escrow Account"**) and shall deposit the following inflows and receipts into it: i) all funds constituting the financial package; ii) all fee and any other revenues from or in respect of the project highway, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and iii) all payments by the Authority, after deduction of any outstanding Concession Fees. The nature and scope of the Escrow Account shall be as per the agreement entered into amongst SBHL, the Authority, the escrow bank and the senior lenders **("Escrow Agreement").**

D. ***Withdrawals during concession period***

SBHL shall, at the time of opening of the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the escrow bank instructing that deposits in the Escrow Account shall be appropriated in the following order each month, or at a shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(i) all taxes due and payable by SBHL for and in respect of the project highway;
(ii) all payments relating to construction of the project highway, subject to and in accordance with the conditions, if any, set forth in the financing agreements;
(iii) operation and maintenance **("O&M")** expenses, subject to the ceiling, if any, set forth in the financing agreements;
(iv) O&M expenses and other costs and expenses incurred by the Authority in accordance with the provisions of the SBHL Concession Agreement and certified by the Authority as due and payable to it;
(v) Concession Fee due and payable to the Authority;
(vi) monthly proportionate provision of debt service due in an accounting year;
(vii) all payment and damages certified by the Authority as due and payable to it by SBHL, including repayment of revenue shortfall loan;
(viii) monthly proportionate provision of debt service payments due in an accounting year in respect of subordinated debt;
(ix) any reserve requirements set forth in the financing agreements; and
(x) balance, if any, in accordance with the instructions of SBHL.

SBHL shall not in any manner modify the order of payment specified above, except with prior written approval of the Authority.

E. ***Withdrawals upon Termination***

Notwithstanding anything to the contrary contained in the SBHL Concession Agreement, all amounts standing to the credit of the Escrow Account shall, upon termination be appropriated in the following order:

(i) all taxes due and payable by SBHL in respect of the project highway;
(ii) 90% of the debt due excluding subordinated debt;
(iii) outstanding Concession Fees;
(iv) all payments and damages certified by the Authority as due and payable to it by SBHL including premium and repayment of the revenue shortfall loan;
(v) retention and payments relating to the liability for defects and deficiencies set forth in the SBHL Concession Agreement;
(vi) outstanding debt service including the balance of debt due;
(vii) outstanding subordinated debt;
(viii) incurred or accrued O&M expenses;
(ix) any other payments required to be made under the SBHL Concession Agreement; and

(x) balance, if any, in accordance with the instructions of SBHL, provided that no appropriations shall be made until a vesting certificate has been issued by the Authority.

F. ***Change of Scope***

the Authority may, notwithstanding anything to the contrary contained in the SBHL Concession Agreement, require the provision of additional works and services which are not included in the scope of the projects as contemplated in the SBHL Concession Agreement (**"Change of Scope"**). Any such Change of Scope shall be made in accordance with the provisions of the SBHL Concession Agreement and the costs thereof shall be expended by SBHL and reimbursed to it by the Authority in accordance with the SBHL Concession Agreement.

If SBHL determines at any time that a Change of Scope is necessary for providing safer and improved services to the users, it shall by notice in writing require the Authority to consider such Change of Scope. the Authority within 15 days of receipt of such notice, either accept it with modifications, if any, and initiate proceedings thereof or inform SBHL in writing of its reasons for not accepting it.

G. ***Compensation for Breach of Agreement***

In the event of SBHL being in material default or breach of the SBHL Concession Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No compensation shall be payable for any breach or default in respect of which damages are expressly specified and payable under the SBHL Concession Agreement or for any consequential losses incurred by NHAI.

In the event of the Authority being in material default or breach of the SBHL Concession Agreement at any time after the appointed date, it shall pay SBHL, by way of compensation, all direct costs suffered or incurred by SBHL as a consequence of such material default within 30 days of receipt of the demand supported by necessary particulars thereof. No such compensation shall be payable for any breach or default in respect of which damages have been expressly specified in the SBHL Concession Agreement.

H. ***Termination of the SBHL Concession Agreement***

Termination for SBHL Default

Save as otherwise provided in the SBHL Concession Agreement, in the event that any of the defaults specified below shall have occurred, and SBHL fail to cure the default within the cure period set forth in the SBHL Concession Agreement, or where no cure period is specified, then within a cure period of 60 days, SBHL shall be deemed to be in default of the SBHL Concession Agreement **("SPV Default")** unless the default has occurred solely as a result of any breach of the SBHL Concession Agreement by the Authority or due to force majeure. The defaults referred to herein shall include:

(i) the performance security has been encashed and appropriated and SBHL fails to replenish or provide fresh performance security within a cure period of 30 days;
(ii) subsequent to the replenishment or furnishing of fresh performance security, SBHL fails to cure within a cure period of 90 days, the SPV Default for which whole or part of the performance security was appropriated;
(iii) SBHL do not achieve the latest outstanding project milestone and continues to be in default for 120 days;
(iv) SBHL abandons or manifests intention to abandon the construction or operation of the project highway without prior written consent of the Authority;
(v) project completion date does not occur within the specified period;
(vi) punch list items have not been completed within the specified period;
(vii) SBHL is in breach of the maintenance requirements or the safety requirements, as the case maybe;
(viii) SBHL has failed to make any payment to the Authority within the period specified in the SBHL Concession Agreement;
(ix) an escrow default has occurred and SBHL fails to cure the default within a cure period of 15 days;

(x) upon occurrence of a financial default, the lenders' representative has by notice required the Authority to undertake suspension or termination, as the case maybe, in accordance with the substitution agreement and SBHL fails to cure the default within the cure period specified in the SBHL Concession Agreement;
(xi) a breach of any of the project agreements by SBHL has caused a material adverse effect;
(xii) SBHL creates any encumbrance in breach of the SBHL Concession Agreement;
(xiii) SBHL repudiates the SBHL Concession Agreement or otherwise takes any action or evidence or conveys an intention not to be bound by the SBHL Concession Agreement;
(xiv) change in ownership has occurred in breach of the SBHL Concession Agreement;
(xv) there is a transfer, pursuant to law either of (i) the rights and/or obligations of SBHL under any of the project agreements, or of (ii) all or part of the assets or undertaking of SBHL and such transfer causes a material adverse effect;
(xvi) an execution levied on any of the assets of SBHL has cause material adverse effect;
(xvii) SBHL is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the SBHL or for the whole or material part of its assets that has a material bearing on the project;
(xviii) SBHL has been, or is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in manner that would cause, in the reasonable opinion of the Authority, a material adverse effect;
(xix) a resolution for winding up of SBHL is passed, or any petition for winding up of SBHL is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 days of the date thereof or SBHL is ordered to wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of SBHL are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of SBHL under the SBHL Concession Agreement and project agreement; and provided that:

    (a) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the SBHL Concession Agreement and the project agreements;
    (b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the SBHL Concession Agreement and the project agreements and has a credit worthiness at least as good as that of the SBHL as at the appointed date; and
    (c) each of the project agreements remains in full force and effect;

(xx) any representation or warranty of SBHL herein contained which is, as of the date hereof, found to be materially false or SBHL is at any time hereafter found to be in breach thereof;
(xxi) SBHL submit to the Authority any statement, note or other document, in written or electronic form, which has a material effect of the Authority's rights, obligations or interests and which is false in material particulars;
(xxii) SBHL has failed to fulfil any obligation, for which failure termination has been specified in the SBHL Concession Agreement; or
(xxiii) SBHL commits default in complying with any other provision of the SBHL Concession Agreement if such a default causes material adverse effect on the Authority.

Without prejudice to any other rights or remedies which the Authority may have under the SBHL Concession Agreement, upon the occurrence of an SPV Default, the Authority shall be entitled to terminate the SBHL Concession Agreement by issuing a termination notice to SBHL. Before issuing the termination notice, the Authority shall, by a notice, inform SBHL of its intention to issue a termination notice and grant 15 days to SBHL to make a representation, and may, after the expiry of the 15 days, whether or not it is in receipt of such representation, issue the termination notice subject to the provisions of the SBHL Concession Agreement.

Termination for the Authority's Default

In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a cure period of 90 days or such longer period as has been expressly provided in the SBHL Concession Agreement, the Authority shall be deemed to be in default of the SBHL Concession Agreement

("the Authority's Default") unless the default has occurred as a result of any breach of the SBHL Concession Agreement by SBHL or due to force majeure. The defaults referred to herein shall include:

(i) the Authority commits a material default in complying with any of the provisions of the SBHL Concession Agreement and such default has a material adverse effect on SBHL;
(ii) the Authority has failed to make any payment to SBHL within the period specified in the SBHL Concession Agreement;
(iii) the Authority repudiates the SBHL Concession Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by the SBHL Concession Agreement; or
(iv) the state commits a material default in complying with the provisions of the state support agreement if such default has a material adverse effect on SBHL and the breach continues for a period of 90 days from the date of notice given in this behalf by SBHL to the Authority.

Without prejudice to any other right or remedy which SBHL may have under the SBHL Concession Agreement, upon occurrence of the Authority's default, SBHL shall, subject to the provisions of the substitution agreement, be entitled to terminate the SBHL Concession Agreement by issuing a termination notice to the Authority; provided that before issuing the termination notice, the SBHL shall by notice inform the Authority of its intention to issue the termination notice and grant 15 days to the Authority to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the termination notice.

I. ***Termination Payment***

Termination Payment shall become due and payable to SBHL within 15 days of a demand being made to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% above the bank rate on the amount of termination payment remaining unpaid. Provided that such delay shall not exceed 90 days. For the avoidance of any doubt, it is expressly agreed that termination payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

J. ***Defects Liability after Termination***

SBHL shall be responsible for all defects and deficiencies in the project highway for a period of 120 days after termination, and shall have the obligations to repair or rectify, at their own cost, all defects and deficiencies observed by the independent engineers in the project highway during the aforesaid period. In the event that SBHL fail to repair or rectify such defect or deficiency within 15 days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at SBHL's risk and cost so as to make the project highway conform to the maintenance requirements. All costs incurred by the Authority hereunder shall be reimbursed by SBHL to the Authority within 15 days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

K. ***Performance Security***

SBHL shall, for the performance of its obligations under the SBHL Concession Agreement during the construction period, provide to the Authority no later than 180 days from the date of SBHL Concession Agreement, an irrevocable and unconditional guarantee from a bank for a sum equivalent to ₹325.40 million in the form set forth in the SBHL Concession Agreement ("**Performance Security**"). Until such time the Performance Security is provided by SBHL and the same comes into effect, the bid security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the bid security to SBHL.

Notwithstanding anything to the contrary in the SBHL Concession Agreement, in the event Performance Security is not provided by SBHL within a period of 180 days from the date of SBHL Concession Agreement, the Authority may encash the bid security and appropriate the proceeds thereof as damages, and thereupon all rights, privileges, claims and entitlements of SBHL under and arising out of the SBHL Concession Agreement

shall be deemed to have been waived by, and to have ceased with the concurrence of SBHL, and SBHL Concession Agreement shall be deemed to have been terminated by mutual agreement of the parties.

L. ***O&M obligations of SBHL***

During the operation period, SBHL shall operate and maintain the project highway in accordance with the SBHL Concession Agreement either by itself, or through the O&M contractor and if required, modify, repair or otherwise make improvements to the project highway to comply with the provisions of the SBHL Concession Agreement, applicable laws and applicable permits, and conform to specifications and standards and good industry practice. The obligations of SBHL shall include:

(i) permitting safe, smooth and uninterrupted flow of traffic on the project highway during normal operating conditions;
(ii) collecting and appropriating the fee;
(iii) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the project highway by providing a rapid and effective response and maintaining liaison with emergency services of the state;
(iv) carrying out periodic preventive maintenance of the project highway;
(v) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavements markings, lighting, road signs and other traffic control devices;
(vi) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
(vii) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the project highway;
(viii) preventing with the assistance of the concerned law enforcement agencies, any encroachments on the project highway;
(ix) protection of the environment and provision of equipment and materials thereof;
(x) operations and maintenance of all communication, control and administrative systems necessary for the efficient operation of project highway;
(xi) maintaining a public relations unit to interface with and attend to suggestions from the users, government agencies, media and other agencies; and
(xii) complying with safety requirements in accordance with the SBHL Concession Agreement.

SBHL shall remove promptly from the project highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the project highway in a clean, tidy and orderly condition, and in conformity with the applicable laws, applicable permits and good industry practice. For avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at a place to be decided in consultation with the Authority/independent engineer.

SBHL shall maintain, in conformity with good industry practice, all stretches of approach roads, over passes, under passes or other structures situated on the site but not forming part of the carriageway.

M. ***Insurance during concession period***

SBHL shall effect and maintain at its own cost, during the construction period and the operation period, such insurances for such maximum sums as may be required under the financing agreements, and the applicable laws, and such insurances as may be necessary or prudent in accordance with good industry practice. SBHL shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of SBHL during the construction period. SBHL shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by SBHL after repayment of senior lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of senior lenders' dues.

N. ***Liability and Indemnity***

General Indemnity

SBHL will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, government instrumentalities and government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by SBHL of any of its obligations under the SBHL Concession Agreement or any related agreement or on account of any defect or deficiency in the provision of services by SBHL to any user or from any negligence of SBHL under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the SBHL Concession Agreement on the part of Authority Indemnified Persons.

the Authority will indemnify, defend, save and hold harmless SBHL against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the site, and/or (ii) breach by the Authority of any of its obligations under the SBHL Concession Agreement or any related agreement, which materially and adversely affect the performance by SBHL of its obligations under the SBHL Concession Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the SBHL Concession Agreement or any related agreement and/or breach of its statutory duty on the part of SBHL, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of SBHL.

Indemnity by SBHL

Without limiting the generality of the above clause, SBHL shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(i) failure of SBHL to comply with applicable laws and applicable permits;
(ii) payment of taxes required to be made by SBHL in respect of the income or other taxes of SBHL's contractors, suppliers and representatives; or
(iii) non-payment of amounts due as a result of materials or services furnished to SBHL or any of its contractors which are payable by SBHL or any of its contractors.

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

O. ***Effect of Force Majeure Event on the concession***

Upon occurrent of any force majeure event prior to the appointed date, the period set forth in the SBHL Concession Agreement for achieving financial close shall be extended by a period equal in length to the duration of the force majeure event.

At any time after the appointed date, if any force majeure event occurs:

(i) before COD, the concession period and the dates set forth in the project completion schedule shall be extended by a period equal in length to the duration for which such force majeure event subsists; or
(ii) after COD, whereupon SBHL is unable to collect fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such force majeure event, the concession period shall be extended by a period, equal in length to the period during which SBHL was prevented from collection of fee on account thereof, provided that in the event of partial collection of fee where the daily collection if less than 90% of the average daily fee, the Authority shall extend the concession period in proportion to the loss of fee on a daily basis. For the avoidance of doubt, loss of 25% in collection of fee as compared to the average daily fee for four days shall entitle SBHL to extension of one day in the concession period.

P. *Suspension of SBHL rights*

Suspension upon SBHL default

Upon occurrence of SBHL default, the Authority shall be entitled, without prejudice to its other rights and remedies under the SBHL Concession Agreement including rights of termination, to (i) suspend all rights of SBHL under the SBHL Concession Agreement including SBHL's right to collect fee, and other revenues, and (ii) exercise such rights itself and perform the obligations or authorise any other person to exercise or perform the same on its behalf during such suspension. Suspension shall be effective forthwith upon issue of notice by the Authority to SBHL and may extend up to a period not exceeding 180 days from the date of issue of such notice; provided that upon written request from SBHL and lender's representative, the Authority shall extend the aforesaid period of 180 days by a further period not exceeding 90 days.

Authority to act on behalf of SBHL

During the period of suspension, the Authority shall, on behalf of SBHL, collect all fee and revenues under and in accordance with the SBHL Concession Agreement and deposit the same in the escrow account. the Authority shall be entitled to make withdrawals form the escrow account for meeting the costs incurred by it for remedying and rectifying the cause of suspension, and thereafter for defraying the expenses specified in the SBHL Concession Agreement.

During the period of suspension hereunder, all rights and liabilities vested in SBHL in accordance with the provisions of the SBHL Concession Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of SBHL under and in accordance with the SBHL Concession Agreement and the project agreements, shall be deemed to have been done or taken for and on behalf of SBHL and SBHL undertakes to indemnify the Authority for all costs incurred during such period. SBHL hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it under the SBHL Concession Agreement to use during suspension, all intellectual property belonging to or licenced to SBHL with respect to the project highway and its design, engineering, construction, operation and maintenance, and which is used or created by SBHL in performing its obligations under the SBHL Concession Agreement.

Revocation of Suspension

In the event that the Authority shall have rectified or removed the cause of suspension within a period not exceeding 90 days from the date of suspension, it shall revoke the suspension forthwith and restore all rights of SBHL under the SBHL Concession Agreement. For the avoidance of doubt, the parties expressly agree that the Authority may, in its discretion, revoke the suspension at any time, whether or not the cause of suspension has been rectified or removed hereunder.

Upon SBHL having cured SBHL default within a period not exceeding 90 days from the date of suspension, the Authority shall revoke the suspension forthwith and restore all rights of SBHL under the SBHL Concession Agreement.

Substitution of SBHL

At any time during the period of suspension, the lenders' representative, on behalf of senior lenders, shall be entitled to substitute SBHL under and in accordance with the substitution agreement, and upon receipt of notice, thereunder from the lenders' representative, the Authority shall withhold termination for a period not exceeding 180 days from the day of suspension, and any extension thereof under the SBHL Concession Agreement, for enabling the lenders' representative to exercise its rights of substitution on behalf of senior lenders.

Termination

At any time during the period of suspension under the SBHL Concession Agreement, SBHL may by notice require the authority to revoke the suspension and issue a termination notice. Subject to the rights of the lenders' representative to undertake substitution in accordance with the provisions of the SBHL Concession Agreement and within the period specified in the SBHL Concession Agreement, the Authority shall, within 15 days of receipt of such notice, terminate the SBHL Concession Agreement under and in accordance with the SBHL Concession Agreement.

Notwithstanding anything to the contrary contained in the SBHL Concession Agreement, in the event that suspension is not revoked within 180 days from the date of suspension or within the extended period, if any, set forth in the SBHL Concession Agreement, the SBHL Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have terminated by mutual agreement of the parties and all the provisions of the SBHL Concession Agreement shall apply, *mutatis mutandis*, to such termination as if a termination notice had been issued by the Authority upon occurrence of a SBHL default.

6. Concession agreement executed between TRDCL and Kerala Road Fund Board ("Board"), Executive Engineer, Public Works Department, Government of Kerala ("Government Agency") dated March 16, 2004 to undertake the project on build, operate and transfer basis for upgrading and expanding the transport facility network in the State of Kerala, for a period of 17.5 years ("TRDCL Concession Agreement").

A. *Grant of Concession*

Subject to and in accordance with the terms, conditions and covenants set forth in the Concession Agreement, the Board and the Government Agency (collectively the "**Concessioning Authority**"), has granted and authorized TRDCL to design, engineer, procure, finance, construct, operate and maintain the project/project facilities and to exercise and/or enjoy rights, powers, benefits, privileges, authorisations and entitlements as set forth in the TRDCL Concession Agreement.

B. *Annuity*

Subject to the provisions of the TRDCL Concession Agreement and in consideration of TRDCL accepting the concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in the TRDCL Concession Agreement, the Board agrees and undertakes to pay to TRDCL, on each annuity payment date, the sum of ₹177.49 million ("**Annuity**").

C. *Change of Scope*

The Board/Government Agency may, notwithstanding anything to the contrary contained in the TRDCL Concession Agreement, require changes in the scope of the project ("**Change of Scope**"), involving additional

capital expenditure or a reduction in capital expenditure, as the case may be, not exceeding in either case ₹64.00 million in aggregate. The Change of Scope may be required by the Board by an order issued in accordance with the procedure set forth in the TRDCL Concession Agreement.

D. ***Termination of the TRDCL Concession Agreement***

TRDCL Event of Default

Any of the following events shall constitute an event of default by TRDCL ("**TRDCL Event of Default**") unless such event has occurred as a result of one or more reasons set out in the TRDCL Concession Agreement:

(i) TRDCL has failed to achieve financial close within 6 months from the date mentioned in the TRDCL Concession Agreement;

(ii) TRDCL has failed to adhere to the design requirements and/or construction requirements and such failure, in the reasonable estimation of the project engineer, is likely to delay achievement of commercial operations date ("**COD**") beyond 120 days of the scheduled project completion date;

(iii) TRDCL has failed to achieve COD within 120 days from the scheduled project completion date;

(iv) TRDCL is in material breach of operations & maintenance ("**O&M**") requirements;

(v) any representation made or warranties given by TRDCL under the TRDCL Concession Agreement is found to be false or misleading;

(vi) TRDCL has created any encumbrance on the project site/project facilities in favour of any person save as otherwise expressly permitted under the TRDCL Concession Agreement;

(vii) TRDCL has failed to ensure minimum shareholding requirements specified in the TRDCL Concession Agreement;

(viii) a resolution has been passed by the shareholders of TRDCL for the voluntary winding up of TRDCL;

(ix) any petition for winding up of TRDCL has been admitted and liquidator or provisional liquidator has been appointed or TRDCL has been ordered to be wound up by court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of the Board, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of TRDCL are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of TRDCL under the TRDCL Concession Agreement and the project agreement, and provided further that:

  (i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under the TRDCL Concession Agreement and the project agreements;

  (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the TRDCL Concession Agreement and the project agreements and has a credit worthiness at least as good as that of TRDCL as at the commencement date; and

  (iii) each of the project agreements remains in full force and effect;

(x) a default has occurred under any of the financing documents and any of the lender(s) has recalled its financial assistance and demanded payment of the amounts outstanding under the financing documents or any of them as applicable;

(xi) TRDCL has abandoned the project facilities;

(xii) TRDCL has repudiated the TRDCL Concession Agreement or has otherwise expressed an intention not to be bound by the TRDCL Concession Agreement;

(xiii) TRDCL has suffered an attachment levied on any of the assets located or comprised in the project site/project facilities, causing a material adverse affect on the project and such attachment has continued for a period exceeding 90 days;

(xiv) TRDCL has delayed any payment that has fallen due under the TRDCL Concession Agreement for 90 days or more; and

(xv) TRDCL has otherwise been in material breach of any of its other obligations under the TRDCL Concession Agreement.

Concessioning Authority Event of Default

Any of the following events shall constitute an event of default by Concessioning Authority ("**Concessioning Authority Event of Default**"), unless caused by a TRDCL Event of Default or a force majeure event:

(i) Concessioning Authority is in breach of any of its obligations under the TRDCL Concession Agreement and has failed to cure such breach within 30 days of receipt of notice thereof issued by TRDCL;

(ii) the Government Agency or the Board has repudiated the Concession Agreement or otherwise expressed its intention not to be bound by the TRDCL Concession Agreement;

(iii) the Government Agency or the Board has (a) failed to execute the substitution agreement in accordance with the TRDCL Concession Agreement, (b) or having executed the same is in breach of any of its obligations there under and such breach has not been cured within 30 days from the date of written notice thereof given by TRDCL;

(iv) the Government Agency or the Board has unreasonably withheld or delayed grant of any approval or permission, which TRDCL is obliged to seek under the TRDCL Concession Agreement, and thereby caused material adverse effect;

(v) any representation made or warranties given by the Government Agency or the Board under the TRDCL Concession Agreement has been found to be false or misleading; and

(vi) the Board has delayed the payment of any amount that has fallen due in terms of the TRDCL Concession Agreement beyond 90 days.

Termination for TRDCL Event of Default

(i) Without prejudice to any other right or remedy which the Government Agency or the Board may have in respect thereof under the TRDCL Concession Agreement, upon the occurrence of a TRDCL Event of Default, the Board shall, subject to the provisions of substitution agreement, be entitled to terminate the TRDCL Concession Agreement as hereinafter provided, under due intimate to the project engineer.

(ii) If the Board decided to terminate the TRDCL Concession Agreement, pursuant to clause (i) above, it shall in the first instance issue preliminary notice to TRDCL. Within 30 days of receipt of the preliminary notice, TRDCL shall submit to the project engineer and the Board, in sufficient detail, the manner in which it proposes to cure the underlying event of default. In case of non-submission of TRDCL's proposal to rectify within 30 days, the Board shall be entitled to terminate the TRDCL Concession Agreement by issuing termination notice and to appropriate the performance security, if subsisting.

(iii) If TRDCL's proposal to rectify is submitted within 30 days, TRDCL shall have further period of 30 days to remedy/cure the underlying event of default. If, however, TRDCL fails to remedy/cure the underlying event of default within such further period allowed, the Board shall be entitled to terminate the TRDCL Concession Agreement by issue of termination notice and to appropriate the performance security if subsisting.

Termination for Concessioning Authority Event of Default

(i) Without prejudice to any other right or remedy which the TRDCL may have in respect thereof under the TRDCL Concession Agreement, upon the occurrence of a Concessioning Authority Event of Default, TRDCL shall be entitled to terminate the TRDCL Concession Agreement as hereinafter provided, under due intimate to the project engineer.

(ii) If TRDCL decided to terminate the TRDCL Concession Agreement, pursuant to clause (i) above, it shall in the first instance issue preliminary notice to the Board. Within 30 days of receipt of the preliminary notice, the Government Agency or the Board shall forward to TRDCL its proposal to remedy/cure the underlying event of default. In case of non-submission of Concessioning Authority's proposal to rectify within 30 days, TRDCL shall be entitled to terminate the TRDCL Concession Agreement by issuing a termination notice.

(iii) If the Concessioning Authority's proposal to rectify is forwarded to TRDCL within 30 days, the Board or the Government Agency, as the case maybe, shall have further period of 30 days to remedy/cure the

underlying event of default. If, however, the Board or the Government Agency fails to remedy/cure the underlying event of default within such further period allowed, TRDCL shall be entitled to terminate the TRDCL Concession Agreement by issue of termination notice.

Termination Payments

Upon termination of the TRDCL Concession Agreement, after the commencement date or from the date of commencement of construction works, as notified by TRDCL to the project engineer, whichever is earlier, TRDCL shall be entitled to receive termination payment as under ("**Termination Payment**"):

(i) Prior to COD

If the TRDCL Concession Agreement is terminated due to Concessioning Authority Event of Default (including early determination referred to in the TRDCL Concession Agreement), TRDCL shall receive from the Board, Termination Payment equal to book value and interest thereon @ SBI PLR + 5% p.a. from the Commencement Date or from the commencement of construction works, as notified by TRDCL to the project engineer, whichever is earlier.

(ii) After COD

(a) If the TRDCL Concession Agreement is terminated due to TRDCL Event of Default, the Board shall pay Termination Payment equal to 70% of the book value or the debt due, whichever is lower, as on the termination date.

(b) If the TRDCL Concession Agreement is terminated due to TRDCL Event of Default (including early determination referred to in the TRDCL Concession Agreement), TRDCL shall receive from the Board, Termination Payment equal to the higher of debt due or 150% of book value.
Provided that the Board shall be entitled to deduct from the Termination Payment any amount due and recoverable under the TRDCL Concession Agreement by the Government Agency/the Board, from TRDCL as on the termination date.

E. ***Performance Security***

a. TRDCL shall, for due and punctual performance of its obligations during the implementation period, deliver to the Board, performance security of a sum of ₹25.00 million, within three business days.

b. The performance security shall be valid up to nine months after COD and shall be substantially in the format provided in the TRDCL Concession Agreement.

c. If the TRDCL Concession Agreement is terminated due to any event other than a TRDCL Event of Default, the performance security if subsisting as of the termination date shall, subject to Concessioning Authority's right to receive or recover amounts, if any, due from TRDCL under the TRDCL Concession Agreement, be duly discharged and released to TRDCL.

F. ***Insurance***

(i) Implementation period

TRDCL shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the implementation period such insurance as are necessary including but not limited to the following:

(a) builders' all risk insurance;
(b) comprehensive third party liability insurance including injury or death to personnel/representatives of persons who may enter the project site;

(c) workmen's compensation insurance;
(d) any other insurance that may be necessary to protect TRDCL, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all force majeure events that are insurable.

(ii) Operations period

TRDCL shall at its cost and expense, purchase and maintain by re-instatement or otherwise, during the operations period insurance against:

(a) loss, damage or destruction of the project facilities, at replacement value;
(b) TRDCL's general liability arising out of the concession;
(c) liability to third parties;
(d) any other insurance that may be necessary to protect TRDCL, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all force majeure events that are insurable.

G. ***General Liability and Indemnity***

TRDCL shall indemnify, defend and hold the Concessioning Authority harmless against any and all proceedings, actions and third party claims arising out of a breach by TRDCL of any of its obligations under the TRDCL Concession Agreement except to the extent that any such claim has arisen due to breach by Concessioning Authority of any of its obligations under the TRDCL Concession Agreement or a force majeure event which is a political event.

The Concessioning Authority shall, indemnify, defend and hold harmless TRDCL against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of breach by Concessioning Authority, its officers, servants and agents of any obligations of Concessioning Authority under the TRDCL Concession Agreement except to the extent that any such claim has arisen due to breach by TRDCL of any of its obligations under the TRDCL Concession Agreement.

INFORMATION CONCERNING THE UNITS

Unitholding of the Trust

Particulars	Number of Units
Units	
Units issued and outstanding prior to this Unit Distribution	374,395,952*
Units issued and outstanding after this Unit Distribution	[●]**

** Please note that this does not include the number of Units to be allotted after the proposed acquisition of (i) 100.00% shareholding of BAEL and (ii) 14.50% remaining shareholding of MBEL, by the Trust. This number may be revised in the Placement Memorandum and the Final Placement Memorandum, subject to the completion of the proposed acquisitions.*

*** To be updated in the Final Placement Memorandum prior to filing with SEBI and the Stock Exchanges.*

Unitholders holding more than 5% of the Units

Sr. No.	Name of Unit Holders	Pre-Unit Distribution*		Post-Unit Distribution	
		Number of Units	Percentage of holding (%)	Number of Units	Percentage of holding (%)
1.	IL&FS Transportation Networks Limited	194,361,307	51.91	Nil	Nil
2.	Infrastructure Leasing and Financial Services Limited	89,114,264	23.80	Nil	Nil
3.	IL&FS Financial Services Limited	56,410,129	15.07	Nil	Nil

** Please note that this does not include the number of units to be allotted after the proposed acquisition of (i) 100.00% shareholding of BAEL and (ii) 14.50% remaining shareholding of MBEL, by the Trust.*

Unitholding of the Sponsor and Sponsor Group

Please see below table for details in relation to the currently unitholding of the Sponsor and Sponsor Group:

S. No.	Name of Entity	No. of units held	% of holding
1.	Roadstar Investment Managers Limited	0	0.00
2.	IL&FS Transportation Networks Limited	19,43,61,307	51.91
3.	IL&FS	8,91,14,264	23.80
4.	Sabarmati Capital One Limited	1,41,60,483	3.78
5.	IL&FS Financial Services Limited	5,64,10,129	15.07
6.	IL&FS Airports Limited	26,63,185	0.71
7.	IL&FS Cluster Development Initiative Limited	1,76,09,446	4.70
8.	Elsamex Maintenance Services Limited	0	0.00
TOTAL		374,318,814	99.98

Further, after the proposed acquisition of (i) 100.00% shareholding of BAEL and (ii) 14.50% remaining shareholding of MBEL by the Trust, the members of the Sponsor Group propose to collectively hold up to [●] Units.

It is proposed that certain Units of ITNL, Sabarmati Capital One Limited, IL&FS Airports Limited and IL&FS Cluster Development Initiative Limited will be distributed by way of the Preliminary Distribution, to the Distributing Unitholders. For details see the section "*Unit Distribution Procedure and Information*" on page 365.

Unitholding of the Investment Manager, Project Manager and Trustee

The Investment Manager, Project Manager and Trustee currently do not hold any Units.

Unitholding of the directors of the Investment Manager

The directors of the Investment Manager currently do not hold any Units.

Sponsor and Sponsor Group lock-in

Pursuant to SEBI's letter dated March 20, 2024, the Trust has received an exemption from strict enforcement of Regulation 12(3A) of the InvIT Regulations, with reference to the requirement of holding certain Units by the Sponsor and Sponsor Group entities for a certain period of time, subject to the Sponsor holding not less than 15% of the Units on a post-issue basis for a period of three years. Accordingly, up to 67,950,000 Units, equivalent to not less than 15% of total outstanding Units post the Unit Distribution, are proposed to be distributed by IL&FS Transportation Networks Limited to the Sponsor, which will be held by the Sponsor for a period of at least three years from the date of listing of the Units. For details see "*Unit Distribution Procedure and Information*" on page 365.

Other Unitholders

As on the date of this Draft Placement Memorandum, Bhopal E-governance Limited holds 77,138 Units, by way of a Deed of Assignment dated December 6, 2021, and will not be participating in the Unit Distribution.

Minimum offer size requirements

For exemptions granted by SEBI in relation to minimum offer size requirements as required under the InvIT Regulations, see "*Unit Distribution Procedure and Information*" on page 365.

Minimum investment requirements

For exemptions granted by SEBI in relation to minimum investment requirements as required under the InvIT Regulations, please see the section "*Unit Distribution Procedure and Information*" on page 365.

FINANCIAL INDEBTEDNESS AND DEFERRED PAYMENTS

The details of indebtedness of the Trust and the Projects SPVs as at December 31, 2023, together with a brief description of certain material covenants of the relevant financing agreements, are provided below:

(in ₹ million)

Sr. No.	Name of the Project SPV	Pre-Unit Distribution Principal Amount outstanding, as on December 31, 2023	Post-Unit Distribution Principal Amount outstanding^
1.	**HREL**		
	Secured loans availed from banks and financial institutions	2,330.64	[•]
	Unsecured loans availed	2,229.86	[•]
	Total Borrowings	4,560.50	[•]
2.	**MBEL**		
	Secured loans availed from banks and financial institutions	14,957.91	[•]
	Unsecured loans availed	10,233.56	[•]
	Total Borrowings	25,191.47	[•]
3.	**SBHL**		
	Secured loans availed from banks and financial institutions	3,453.89	[•]
	Unsecured loans availed	2,360.58	[•]
	Total Borrowings	5,814.47	[•]
4.	**TRDCL**		
	Secured loans availed from banks and financial institutions	-	[•]
	Unsecured loans availed	804.58	[•]
	Total Borrowings	804.58	[•]
5.	**PSRDCL**		
	Secured loans availed from banks, financial institutions and related party	6,284.14	[•]
	Unsecured loans availed	12,934.77	[•]
	Total Borrowings	19,218.91	[•]
6.	**BAEL**		
	Secured loans availed from banks and financial institutions	12,591.20	[•]
	Unsecured loans availed	6,430.43	[•]
	Total Borrowings	19,021.63	[•]

^Will be determined upon completion of the Unit Distribution. To be updated in the Final Placement Memorandum prior to filing with SEBI and the Stock Exchanges.

Principal terms of the borrowings availed by the Project SPVs from external lenders:

1. *Security:* The borrowings availed by the Project SPVs**,** are secured by, amongst others:

   (i) All movable tangible and intangible assets, receivables, cash and investments both present and future created as part of the project;

   (ii) The charge, assignment rights title, benefits, claims and demands under the relevant project agreements;

   (iii) All the monies lying in the Escrow Account (*as defined under the relevant financing agreements*) into which all the investments in the project and all project revenues and insurance proceeds are to be deposited; and

(iv) First ranking assignment of all insurance, clearances and interests of the relevant Project SPV.

2. *Prepayment:* The Project SPVs may prepay the borrowings availed by them. For certain Project SPVs, prepayment may attract a prepayment penalty of 1.00%, subject to non-compliance with the terms set forth in the respective agreements. Prepayments are applied to outstanding debts in the inverse order of maturity.

3. *Restrictive covenants*: Without prior consent of the lenders, the Project SPVs shall not:

   (i) Sell, assign or dispose off their assets as specified in the respective financing agreements;

   (ii) Create any charge, lien, encumbrances or other security interests over their assets other than as specified in the respective financing agreements;

   (iii) Enter into additional borrowing arrangements;

   (iv) Effect changes in their business or capital structure;

   (v) Enter into schemes for amalgamation, arrangement, reconstruction, consolidation or reorganisation; and

   (vi) Not to induct onto their board any person identified as a wilful defaulter by the RBI.

   If a lender turns down the Project SPVs' request for the above terms, but the Project SPV still goes ahead, the lender shall have the right to call up the facilities sanctioned.

4. *Events of default:* Borrowing arrangements entered into by the Project SPVs contain standard events affecting the Project SPVs, including but not limited to:

   (i) failure to pay any sum under the relevant financing agreements;

   (ii) breach of obligations in the performance of the financial covenants under the relevant financing agreements;

   (iii) failure to create security within the time period stipulated; and

   (iv) upon occurrence of an event which may have a material adverse effect.

5. *Consequence of event of default:* In terms of the borrowing arrangements entered into by the Project SPVs, the following, amongst others, are the consequences of default:

   (i) Cancellation of suspension of available commitments; and

   (ii) Enforcement of security interests.

Principal terms of the non-convertible debentures issued by HREL

HREL has issued and allotted 7.50% redeemable, listed, rated, secured non-convertible debentures of a nominal value of ₹1,00,000 each on a private placement basis, amounting to ₹5,380.00 million ("**HREL Debentures**").

The principal terms of the debenture trust deed dated February 10, 2017, as amended (the "**Deed**") entered into by HREL in relation to the HREL Debentures are as follows:

1. *Security:* The HREL Debentures are secured by (i) a first ranking *pari passu* charge over all of its tangible moveable properties and assets, both present and future, except project assets; (ii) first ranking *pari passu* charge over all bank accounts of the issuer including without limitation the escrow account and the debt service reserve account except the distribution account and any other bank account of HREL established pursuant to the transaction documents; (iii) first ranking *pari passu* charge/assignment on all intangible assets of the issuer; (iv) assignment by way of security in: (a) all the right, title, interest, benefits, claims and demands of the issuer in the

project agreement, (b) the right, title and interest of the issuer in, to and under all the authorisations, (c) all the rights, titles, interest, benefits, claims and demands of the issuer in any guarantees, letters of credit, liquidated damages and performance bonds that may be provided by any party to the project agreements in favour of the issuer, and (d) all the right, title, interest, benefits, claims and demands of the issuer under all insurance contracts and insurance proceeds.

Furthermore, so long as the monies remain due and outstanding to debenture holders: (a) HREL shall take prior written consent of the debenture trustee for any new project agreements that it may enter into and shall assign its rights and interests in such additional project agreements in favour of all the debenture holders by way of a first charge, and (b) HREL shall notify the debenture holders and/or debenture trustee of all its acquisitions of immovable properties and mortgage the same in favour of the debenture holders. The security shall be created and perfected within 30 days from the deemed date of allotment. The security created is a continuing security and will extend to the ultimate balance of debt, regardless of any intermediate payment or discharge and shall not be affected by winding up or by any merger or amalgamation, reconstruction of HREL.

2. *Tenor and Repayment:* HREL will, on the applicable redemption date as per the Deed, unconditionally pay to, or to the order of, each debenture holder in Indian Rupees, the aggregate of the applicable redemption amounts and all other amounts due to that debenture holder in respect of the debentures being redeemed on that redemption date in accordance with the terms and conditions and the financing agreements. Any payment so made will to that extent be a good discharge to HREL in respect to the amounts payable by HREL.

   HREL shall, on each coupon payment date as per the Deed, unconditionally pay to, or to the order of, each debenture holder in Indian Rupees, the accrued aggregate coupon in accordance with the terms and conditions and the financing agreements in respect of the debentures held by such debenture holder. Subject to other terms of the Deed, each coupon period for each series of debentures shall be for a duration of six months and not extend beyond the relevant final redemption date as per the Deed.

3. *Negative Covenants:* The Deed provides that HREL shall not affect any of the following, without the prior written consent of the senior lenders:

   (i) incur any additional indebtedness except for the permitted indebtedness as per the Deed;

   (ii) create or permit to subsist any guarantee or indemnity in respect of any financial indebtedness obtained by any person, including group companies;

   (iii) create or permit to subsist any encumbrance over any of its assets;

   (iv) enter into any amalgamation, demerger, merger or corporate reconstruction;

   (v) any change in the capital structure whereby the sponsor ceases to hold 51.00% of the issued and paid-up capital of HREL;

   (vi) engage in any other business or trade other than the project;

   (vii) shift of management control from the sponsor;

   (viii) amendment to its constitutional documents that adversely effects rights of debenture holders;

   (ix) alter accounting policies or financial year;

   (x) make any loan or provide any form of credit accommodation, or give or issue any guarantee, indemnity, bond or letter or credit to or for the benefit of any person;

4. *Events of Default:* The Deed provides certain events of defaults, including:

   (i) non-payment;

(ii) non-compliance with obligations under transaction documents;

(iii) initiation of insolvency proceedings against HREL;

(iv) HREL abandons or threatens to abandon the whole or part of the project;

(v) HREL ceases to have necessary rights to possess and use all or any material portion of any project site;

(vi) material adverse effect;

(vii) any administrative, regulatory or judicial action, suit or proceeding under or relating to any environmental law is instituted against HREL, or the operation and maintenance of the project poses a hazard to the environment, health or safety;

(viii) HREL debentures ceases to be rated by any rating agency;

(ix) any amendment to the constitutional documents of HREL without prior approval of the debenture trustee which is prejudicial to rights of the secured parties or to the security created under the transaction documents;

5. *Consequences of Events of Default:* The Deed provides certain consequences of events of default, including:

(i) declaration by a written notice to HREL, by the debenture trustee, if directed by the majority debenture holders, that the debt shall be due and payable forthwith;

(ii) termination of concession agreement;

(iii) substitution of HREL under the concession agreement;

(iv) enforcement of security and exercise of such other rights and remedies as may be available to the debenture trustee;

This is an indicative list of the terms of the borrowings availed by the Project SPVs and there may be additional terms, conditions and requirements under the various borrowing arrangements entered into by the Project SPVs. Where applicable and in relation to any debentures issued by the Project SPVs, the term 'lenders' may include the relevant debenture trustee and/or the debenture holders.

Given the nature of these borrowings and the terms of prepayment, the aggregate outstanding borrowing amounts may vary from time to time. In addition to the above, the Project SPVs may, from time to time, enter into re-financing arrangements and draw down funds thereunder, prior to the filing of the Final Placement Memorandum.

Principal terms of the borrowings by HREL, MBEL, SBHL and TRDCL from the Trust

The Trust has disbursed certain unsecured facilities on similar terms to HREL, MBEL, SBHL and TRDCL (individually, a "**Borrower**", and collectively, the "**Borrowers**") through unsecured short-term loans by the Trust (acting through its Trustee) to HREL, MBEL, SBHL and TRDCL by way of certain loan agreements (the "**Trust Loan Agreements**").

The key terms of the Trust Loan Agreements include:

Lender	Roadstar Infra Investment Trust (acting through the Trustee) ("**Lender**").
Nature of the debt	Unsecured short-term loan from the Trust to the Borrower (the "**Trust Loan**").
Transaction Documents/Financing Documents	"**Transaction Documents**" shall mean, collectively, the relevant Trust Loan Agreement and any other agreement, undertaking, power of attorneys or document, as may be designated as a Transaction Document (as defined under the relevant Trust Loan Agreement) by the Lender.

Term	The Trust Loan shall remain in force until the earlier of: (a) the final settlement date (as defined under the relevant Trust Loan Agreement); and (b) the expiry or termination of the relevant concession agreement.
Grant of Facility and Purpose	Subject to the terms and conditions of the relevant Trust Loan Agreement and in accordance with the relevant deed of assignment and at the request of a Borrower, the Lender has granted to the Borrowers, unsecured financial assistance to the extent as mentioned in Schedule I of the relevant Trust Loan Agreement ("**Facility**")
Repayment	The Borrower shall repay the principal amount of the Facility to the Lender on such dates being the Repayment Date (as defined under the relevant Trust Loan Agreement). A Borrower may (at the discretion of, and as per the instructions of, the Investment Manager and in accordance with the provisions of the Trust Documents and Applicable Law) repay an amount which is less than the principal amount due on the Repayment Date. No penalty shall be payable on such unpaid amount. The non-payment of the unpaid amount in accordance with the Transaction Documents shall not be deemed to be an Event of Default (as defined under the relevant Trust Loan Agreement).
Interest	(a). The Facility shall carry an interest at such rate and on such terms as mentioned in Schedule I of the relevant loan agreement, which may be reset at the discretion of the Lender. Upon such reset, the Lender shall intimate the reset interest rate to the Borrower and the Borrower shall thereafter be liable to pay Interest on the Facility at the reset interest rate, which shall become the interest rate on and from the date from which Interest has been reset. (b). The Borrower shall pay, to the Lender other statutory levies as applicable, from time to time, if any, in relation to the Facility.
Conditions Subsequent	Without prejudice to the rights of the Lender under the relevant Trust Loan Agreement, the Lender shall be entitled to prescribe such other actions which the Borrower shall be obligated to fulfil in the manner and in the time limit as may be prescribed by the Lender.
Events of default	The occurrence of any of the following events or circumstances shall constitute an Event of Default: (a). **Non-Payment**: The Borrower fails to pay any amount under the relevant Trust Loan Agreement when the same becomes due and payable. Provided, if the failure of the Borrower to pay such amount is due to any technical fault in the banking system, and the Borrower makes such payment within 2 (two) business days therefrom, it shall not constitute an Event of Default. (b). **Misrepresentation**: Any representation or warranty made by the Borrower (or any of its officers) or any other information furnished by the Borrower in the report or otherwise provided by the Borrower from time to time in accordance with Trust Loan Agreement if proven to be incorrect in any material respect when made. (c). **Illegality**: It becomes unlawful for the Borrower to perform any of its obligations under the Trust Loan Agreement. (d). **Breach of Covenants and Undertakings**: The Borrower commits any breach of the covenants or undertakings under the Trust Loan Agreement or under the Transaction Documents and fails to remedy such breach within 90 (ninety) days from the date of such breach. (e). **Insolvency**: The Borrower fails to pay its debts as such debts become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against the Borrower seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization of the Borrower, or seeking arrangement, compromise, adjustment, protection, relief,

	or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a liquidator, receiver, trustee, or other similar official for it or for any substantial part of its property and such proceeding is not dismissed within a period of 30 (thirty) days from the date of the filing of application in respect thereof. Any application is filed for a corporate insolvency resolution proceeding against the Borrower under the Insolvency and Bankruptcy Code, 2016 and such application is not dismissed within a period of 30 (thirty) days from the date of the filing of application thereof. (f). **Nationalisation or Expropriation**: Any government authority or any related agency, instrumentality or department thereof has taken or has threatened to take any action to expropriate, condemn, nationalize or seize the Borrower or whole or part of the assets of the Borrower or the whole or substantially whole or part the Project (as defined under the relevant Trust Loan Agreement), resulting in the Borrower being deprived or threatened to deprive to carry on its business or which will have an adverse effect on the operation of the business of the Borrower. (g). **Ownership**: Any change in ownership, control, shareholding of the Borrower without the prior written approval of the Lender. (h). **Termination of the Concession Agreement**: Termination of the relevant concession agreement for any reason whatsoever. (i). **Event of Default under the Concession Agreement**: An event of default under the relevant concession agreement and the Borrower fails to remedy such event of default within the timelines provided under the concession agreement for the same.
Consequences of event of default	If an Event of Default has occurred, the Lender may (subject to relevant loan agreement, law and without prejudice to any other rights it may have under law) accelerate the repayment of facility and all other amounts outstanding in relation thereto by delivery of a written notice to the Borrower (the "**EOD Notice**"). Upon receipt of the EOD Notice, all amounts outstanding under the facility (including accrued interest) shall become due and payable by the Borrower with immediate effect and shall be repaid immediately upon the issue of the EOD Notice. Notwithstanding the foregoing, upon receipt of a notice of Event of Default as specified in the relevant Trust Loan Agreement, the Lender may, waive such Event of Default, at its sole discretion.
Covenants	1. At all times until the Final Settlement Date under the relevant Trust Loan Agreement, the Borrower shall at all times: (a). Comply with all law; (b). Pay (including by way of making good faith estimated payments on a timely basis in accordance with appropriate procedures established for such purpose) (i) all taxes, assessments, reassessments and governmental charges or levies imposed upon it or upon its property and assets and (ii) all lawful claims and obligations that, if unpaid, might by law operate as a lien upon any of its property and/or assets; (c). Preserve and maintain its corporate existence, legal structure, legal name, rights, privileges and franchises; (d). Permit the Lender or its agents or representatives to examine the records, registers and books of account and visit and inspect any of the properties of the Borrower and discuss

	the affairs, finances and accounts of the Borrower with, and be advised as to the same by, any officers or directors and auditors of the Borrower. All costs of such inspection shall be borne by the Borrower; (e). Keep, proper books of records and accounts in which full and accurate entries shall be made of all financial transactions and the assets and business of the Borrower in accordance with applicable Indian accounting standards from time to time and in accordance with law; (f). Obtain, comply with and do all that is necessary to maintain in full force and effect and supply, on demand, certified copies to the Lender of all necessary authorisations: (i) required to enable it to perform its obligations under the Transaction Documents; (ii) to ensure the legality, validity, enforceability or admissibility of the Transaction Documents in evidence in India; and (iii) to enable it to carry on its business as it is being conducted from time to time. (g). Comply with the terms of the relevant project agreements (including the relevant concession agreement) and Trust Documents. 2. The Borrower shall: (a). immediately inform the Lender (i) if it has notice of any event which constitutes or might constitute an Event of Default, specifying the nature of such Event of Default and any steps the Borrower has taken or proposes to take to remedy the same, (ii) of any application having been made for its winding up or insolvency or any statutory notice of its winding up or insolvency under the provisions of the Companies Act, 2013 having been received, or other legal process intended to be filed or initiated against the Borrower and affecting the title to the Borrower's material properties or if a receiver is appointed of any of its properties or any part of its business or undertaking, (iii) of any litigation or governmental proceeding pending or threatened against the Borrower, and (iv) any proposal by any government authority to compulsorily acquire the Borrower; and (b). immediately on demand by the Lender, furnish to them such information and data as may be required by them. 3. The Borrower shall, do such acts, deeds, matters and things and execute such other documents in the form and substance satisfactory to the Lender which in the Lender's opinion shall be necessary or advisable. 4. The Borrower undertakes, agrees and confirms that the availing of the facility will not increase or cause to increase the financial liability of the Authority in any manner, and the Borrower shall not jeopardize the interest of the Authority in any manner.
Security	Unsecured
Tax & Costs	Unless otherwise agreed to by the Lender, the Borrower shall: (a) during the currency of the Facility bear all such imposts, duties and taxes (including interest and other taxes, if any) as may be levied from time to time by any Government Authority, pertaining to or in respect of the Facility; and (b) pay all other costs, charges and expenses in any way incurred by the Lender (or any its agents or representatives) (including costs of investigation of title and requisite due

	diligence to protect the interests of the Lender) and such other costs if and when the Borrower is required to pay according to Law for the time being in force. In the event of a Borrower failing to pay the monies referred to in clauses (A) and (B) above, the Lender shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Lender promptly on receiving intimation thereof from the Lender.
Governing Law	This Agreement shall in all respects be governed by and construed in accordance with the laws of India.

Principal terms of the borrowing availed by PSRDCL from the Trust

The Trust has disbursed certain unsecured facilities to PSRDCL ("**Borrower**") for the purpose of repayment of debts to external lenders (the "**PSRDCL Trust Loan**") by way of a loan agreement ("**PSRDCL Trust Loan Agreement**"). The key terms of the PSRDCL Trust Loan are as follows:

Conditions Precedent	The conditions precedent, inter alia, include the following: (a). all related Restructuring Documents (as defined under the PSRDCL Trust Loan Agreement), including execution of necessary agreements between all the External Lenders (as defined under the PSRDCL Trust Loan Agreement), the Trust and the Borrower, creation and perfection of the security interest, are completed by the external lenders and other relevant parties concerned in consonance with the PSRDCL Resolution Plan (as defined under the PSRDCL Trust Loan Agreement) being implemented; (b). the new capital structure of the Borrower on account of and/or changes in the terms of conditions of the existing secured facility, the existing unsecured facility and the PSRDCL Trust Loan get duly reflected in the books of all the external lenders concerned and the Borrower; and (c). the Borrower is not in default with any of the External Lenders (as defined under the PSRDCL Trust Loan Agreement) and the Trust. (d). Requisite approvals have been procured by the Borrower towards the transfer and change in management and control of the Borrower from ITNL to the Trust and the restructuring of the existing secured and unsecured facilities. (e). The entire paid-up equity and voting share capital of the Borrower, along with its management and control, shall have been transferred from ITNL to the Trust and conditions precedent to such transfer, whether under contract or relevant laws, should either have been satisfied or waived. (f). Approval of NCLT/NCLAT: The PSRDCL Resolution Plan as defined in the must be approved by the NCLT and NCLAT in terms of the IL&FS Resolution Framework (as defined under the PSRDCL Trust Loan Agreement) and, conditions/objections (if any) in respect thereto should have been satisfied by the Borrower and/or the Trust.
Voluntary Prepayment	The Borrower shall have the option to prepay, at any time and after giving a prior notice of at least 30 (thirty) days to the Trust (being under insubordination to the rights of the external lenders as defined in the PSRDCL Trust Loan Agreement), the restructured InvIT rupee facility, in part before the Repayment Dates (as defined under the PSRDCL Trust Loan Agreement) as set forth in the relevant financing documents, together with all interests, other charges and monies due and payable to the Trust (being under insubordination to the rights of the external lenders) upto the date of such

	prepayment and subject to payment of the Prepayment Premium (as defined under the PSRDCL Trust Loan Agreement).
Representations and Warranties	(a). The Borrower makes the representations and warranties to the Trust as set out in Schedule 5 (Representations and Warranties) of the PSRDCL Trust Loan Agreement. Further, each of the representations and warranties set out in Schedule 5 (Representations and Warranties) are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of PSRDCL Trust Loan Agreement and shall be repeated on each date until the Final Settlement Date (as defined under the PSRDCL Trust Loan Agreement). (b). The Borrower agrees and undertakes to abide by the covenants and undertakings set out in Schedule 4 (Covenants and Undertakings) of the PSRDCL Trust Loan Agreement on the date thereof and at all times until the restructured InvIT Rupee Facility (as defined under the PSRDCL Trust Loan Agreement) has been duly and irrevocably discharged in full only after repayment of the portion of the restructured secured facility and restructured unsecured facility of the external lenders in full.
Negative Pledge	The Borrower shall not: (a). undertake any guarantee obligations; (b). declare dividend for any year except as permitted under the Restricted Payments clause of the PSRDCL Trust Loan Agreement); (c). make any repayment of the loans and deposits and discharge other liabilities except its liability towards the existing project and existing debt which is shown in fund flow statement and liabilities/obligations under this (PSRDCL Trust Loan Agreement); and (d). make any change in the management set-up which has a material adverse effect (as defined under the PSRDCL Trust Loan Agreement).

Leverage

In accordance with and subject to the InvIT Regulations, the provisions of the Trust Deed, and the borrowing policy adopted by the Investment Manager, the aggregate consolidated borrowings and deferred payments of the Trust may be up to 49.00% of the aggregate of the value of the InvIT Assets, subject to compliance with the conditions prescribed under Regulation 20 of the InvIT Regulations. The SEBI pursuant to its letter dated December 3, 2021 has granted an exemption to the Trust from complying with the conditions specified under Regulation 20 of the InvIT Regulations until the completion of this Unit Distribution.

Post-Unit Distribution Indebtedness of the Trust

The post-Unit Distribution consolidated borrowings and deferred payments of the Trust will be formulated and approved by the Investment Manager in accordance with the Borrowing Policy. The indebtedness and deferred payments of the Trust, net of cash and cash equivalents, on a consolidated basis, shall not exceed 49.00% of the aggregate value of the InvIT Assets, subject to any additional indebtedness incurred after listing of Units in accordance with applicable law.

Status of lender consents

The Project SPVs, except BAEL, have already been transferred to the Trust. Currently, BAEL has availed debt from certain external lenders and financial institutions and consents from the respective lenders and financial institutions are required for and in connection with the transfer of BAEL to the Trust. As on the date of this Draft Placement Memorandum, BAEL has received the consent from its lenders for the transfer of BAEL to the Trust by way of harmonious substitution under the concession agreement entered into between BAEL and NHAI. For further details, please see the sections "*Risk Factors*" and "*Regulatory Approvals*" on pages 59 and 317, respectively.

Borrowing Policy

The Investment Manager shall ensure that all funds borrowed in relation to the Trust are in compliance with the InvIT Regulations. Accordingly, the Investment Manager has formulated a borrowing policy to outline the process for borrowing monies in relation to the Trust. For further details, please see the section "*Corporate Governance – Investment Manager – Policies of the Board of Directors of the Investment Manager in relation to the Trust – Borrowing Policy*" on page 142.

VALUATION

In accordance with Regulation 21(7) of the InvIT Regulations, the Valuer has undertaken a valuation of the Project SPVs. Consequent to the aforesaid valuation, the Valuer has prepared a valuation report dated March 12, 2024 (the "**Valuation Report**"), which has been included as Annexure A.

A. Summary of the Valuation and Valuation Methodology

For details in relation to the summary of the valuation and valuation methodology, see the Valuation Report, included as Annexure A. The Valuation Report sets out the Valuer's opinion as to the fair enterprise value of the Project SPVs as on December 31, 2023.

B. Frequency of Valuation

In accordance with the InvIT Regulations, after the listing of the Units pursuant to the Unit Distribution, a full valuation of the Trust Assets (including physical inspection of each of the Trust's infrastructure projects) shall be conducted by the Valuer not less than once every financial year, and that such a full valuation shall be conducted at the end of each financial year, within two months from the end of such financial year.

The valuation report received by the Investment Manager shall be submitted to Stock Exchanges within 15 days from the receipt of such valuation reports.

C. Declaration of NAV

The Investment Manager shall ensure that computation and declaration of NAV of the Trust is based on the valuation done by the Valuers, not later than 15 days from the date of valuation.

D. Traffic Reports and Technical Reports

The traffic and technical reports specific to the relevant sub-sector, will be relied upon for the purpose of the valuations of the Trust Assets, and the contents of such reports will be factored into the valuation reports. Accordingly, the traffic and technical reports shall be updated once a year and submitted to the Stock Exchanges within the time periods specified for the submission of valuation reports under the InvIT Regulations.

DISTRIBUTION

Statements contained in this section "Distribution" that are not historical facts are forward-looking statements. Such statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those that may be projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by the Trustee, the Sponsor, the Investment Manager, the Placement Agent or any other person. Eligible Creditors are cautioned not to place undue reliance on these forward-looking statements that are stated only as at the date of this Draft Placement Memorandum. For details in relation to such forward-looking statements, please see the section "Forward-Looking Statements" on page 17.

The net distributable cash flows of the Trust (the "**Distributable Income**") are based on the cash flows generated from the underlying operations undertaken by the SPVs. For details of the business and operations presently undertaken by the SPVs, please see the section "*Our Business*" on page 189. Presently, cash flows receivable by the Trust may include, *inter alia*, dividends proceeds from buy-back or capital reduction from any Project SPV.

In terms of the InvIT Regulations, not less than 90.00% of the net distributable cash flows of the SPVs, shall be distributed to the Trust in proportion of its holding in such SPVs, subject to applicable provisions in the Companies Act, 2013, as amended, and not less than 90.00% of the net distributable cash flows of the Trust shall be distributed to the Unitholders.

However, if any infrastructure asset is sold by the Trust or holding company or an SPV, or if the equity shares or interest in the holding company/ SPV are sold by the Trust; (i) if the Trust proposes to re-invest the sale proceeds into another infrastructure asset, it shall not be required to distribute any sales proceeds to the Trust or to the unitholders; or (ii) if the Trust proposes not to invest the sale proceeds into any other infrastructure asset within a period of one year, it shall be required to distribute the same in accordance with the distribution Requirements.

Further, in terms of the InvIT Regulations, with regard to distribution of net distributable cash flows by any Holding Company to the Trust, 100.00% of cash flows received by the Holding Company from underlying SPVs shall be distributed to the Trust (net of any expenses and applicable taxes including withholding taxes) and with respect to the cash flows generated by a Holding Company on its own, not less than 90.00% of such net distributable cash flows shall be distributed by the Holding Company to the Trust.

Pursuant to the InvIT Regulations and the Distribution Policy, the Trust shall declare and distribute at least 90.00% of the Distributable Income to the Unitholders, at least once in every financial year such that the time period between any two declarations of distributions shall not exceed one year. However, if any infrastructure asset is sold by the Trust or the SPVs, or if the equity shares or interest in the SPVs are sold by the Trust; if the Trust proposes to re-invest the sale proceeds into another infrastructure asset within one year, it shall not be required to distribute any sales proceeds to the Trust or to the Unitholders. Further, if the Trust proposes not to invest the sale proceeds into any other infrastructure asset within one year, it shall be required to distribute the same in the manner specified above. In accordance with the InvIT Regulations, distributions by the Trust shall be made no later than 15 days from the date of such declarations. The distribution, when made, shall be made in Indian Rupees. Any amount remaining unclaimed or unpaid out of the distributions declared by the Trust shall be transferred to the 'Investor Protection and Education Fund' constituted by SEBI, in such manner as may be specified by SEBI.

For details on the risks relating to distribution, please see the section "*Risk Factors*" on page 59.

Distribution Policy

Method of calculation of Distributable Income

The Distributable Income of Trust shall be calculated in accordance with the InvIT Regulations and any circular, notification or guidance issued thereunder. Presently, Trust proposes to calculate distributable income in the manner provided below:

I. ***Calculation of net distributable cash flows at each SPV level:***

Cash flow from operating activities as per Cash Flow Statement of HoldCo/ SPV
(Add) Cash Flows received from SPV's which represent distributions of NDCF computed as per relevant framework *(refer note 1 and 9 below) (relevant in case of* Holdco***)***
(Add) Treasury income / income from investing activities (interest income received from FD, tax refund, any other income in the nature of interest, profit on sale of Mutual funds, investments, assets etc., dividend income etc., excluding any Ind AS adjustments. Further clarified that these amounts will be considered on a cash receipt basis)
(Add) Proceeds from sale of infrastructure investments, infrastructure assets or shares of SPVs or Investment Entity adjusted for the following • Applicable capital gains and other taxes • Related debts settled or due to be settled from sale proceeds • Directly attributable transaction costs • Proceeds reinvested or planned to be reinvested as per Regulation 18(7) of InvIT Regulations or any other relevant provisions of the InvIT Regulations
(Add) Proceeds from sale of infrastructure investments, infrastructure assets or sale of shares of SPVs or Investment Entity not distributed pursuant to an earlier plan to reinvest as per Regulation 18(7) of InvIT Regulations or any other relevant provisions of the InvIT Regulations, if such proceeds are not intended to be invested subsequently.
(Less) Finance cost on Borrowings, excluding amortisation of any transaction costs as per Profit and Loss Account and any shareholder debt / loan from Trust
(Less) Debt repayment (to include principal repayments as per scheduled EMI's except if refinanced through new debt including overdraft facilities and to exclude any debt repayments / debt refinanced through new debt, in any form or equity raise as well as repayment of any shareholder debt / loan from Trust)
(Less) any reserve required to be created under the terms of, or pursuant to the obligations arising in accordance with, any: (i). loan agreement entered with banks / financial institution from whom the Trust or any of its SPVs/ Holdco have availed debt, or (ii). terms and conditions, covenants or any other stipulations applicable to debt securities issued by the Trust or any of its SPVs/ Holdco, or (iii). terms and conditions, covenants or any other stipulations applicable to external commercial borrowings availed by the Trust or any of its SPVs/ Holdco, (iv). agreement pursuant to which the SPV/ HoldCo operates or owns the infrastructure asset, or generates revenue or cashflows from such asset (such as, concession agreement, transmission services agreement, power purchase agreement, lease agreement, and any other agreement of a like nature, by whatever name called); or (v). statutory, judicial, regulatory, or governmental stipulations; or – *(refer note 2)*
(Less) any capital expenditure on existing assets owned / leased by the SPV or Holdco, to the extent not funded by debt / equity or from reserves created in the earlier years *(refer note 10)*
NDCF for HoldCo/ SPV's

II. ***Calculation of net distributable cash flows at the consolidated Trust level:***

Cashflows from operating activities of the Trust
(Add) Cash flows received from SPV's / Investment entities which represent distributions of NDCF computed as per relevant framework **(***refer note 1 and 9 below***)**
(Add) Treasury income / income from investing activities of the Trust (interest income received from FD, any investment entities as defined in Regulation 18(5), tax refund, any other income in the nature of interest, profit on sale of Mutual funds, investments, assets etc., dividend income etc., excluding any Ind AS adjustments. Further clarified that these amounts will be considered on a cash receipt basis).
(Add) Proceeds from sale of infrastructure investments, infrastructure assets or shares of SPVs/ Holdco or Investment Entity adjusted for the following • Applicable capital gains and other taxes • Related debts settled or due to be settled from sale proceeds • Directly attributable transaction costs

Cashflows from operating activities of the Trust
• Proceeds reinvested or planned to be reinvested as per Regulation 18(7) of InvIT Regulations or any other relevant provisions of the InvIT Regulations
(Add) Proceeds from sale of infrastructure investments, infrastructure assets or sale of shares of SPVs/ Hold cos or Investment Entity not distributed pursuant to an earlier plan to re-invest as per Regulation 18(7) of InvIT Regulations or any other relevant provisions of the InvIT Regulations, if such proceeds are not intended to be invested subsequently.
(Less) Finance cost on Borrowings, excluding amortisation of any transaction costs as per Profit and Loss account of the Trust.
(Less) Debt repayment at Trust level (to include principal repayments as per scheduled EMI's except if refinanced through new debt including overdraft facilities and to exclude any debt repayments / debt refinanced through new debt in any form or funds raised through issuance of units).
(Less) any reserve required to be created under the terms of, or pursuant to the obligations arising in accordance with, any: (i). loan agreement entered with financial institution, or (ii). terms and conditions, covenants or any other stipulations applicable to debt securities issued by the Trust or any of its SPVs/ Holdco, or (iii). terms and conditions, covenants or any other stipulations applicable to external commercial borrowings availed by the Trust or any of its SPVs/ Holdco, or (iv). agreement pursuant to which the Trust operates or owns the infrastructure asset, or generates revenue or cashflows from such asset (such as, concession agreement, transmission services agreement, power purchase agreement, lease agreement, and any other agreement of a like nature, by whatever name called); or (v). statutory, judicial, regulatory, or governmental stipulations; or – *(refer note 2)*
(Less) any capital expenditure on existing assets owned / leased by the InvIT, to the extent not funded by debt / equity or from contractual reserves created in the earlier years *(refer note 10)*
NDCF at Trust level

Notes/ Other Rules:

1. NDCF computed at SPV level for a particular period to be added under this line item, even if the actual cashflows from SPV to InvIT has taken place post that particular period, but before finalization and adoption of accounts of the InvIT.

2. The specified agreements could be for either PPP or non-PPP projects. The Trust retains the option to distribute any surplus amounts, unless such surplus is required to create reserves for any subsequent period.

3. The option to retain 10% distribution under Regulation 18(6) of the InvIT Regulations needs to be computed by taking together the retention done at SPV level and Trust level.

Illustration:

Particulars	**SPV A**	**SPV B**	**Total at SPV level**
NDCF as computed	100	150	250
Amount retained by SPV	5	10	15
Net amount distributed to Trust	**95**	**140**	**235**

Trust	**Scenario 1**	**Scenario 2**
Received from SPV	235	235
Add:- other items at Trust level for computation of NDCF	65	(35)
Total NDCF	**300**	**200**
Combined NDCF for computing maximum retention		
NDCF of Trust (A)	300	200

Trust	Scenario 1	Scenario 2
NDCF of SPV's (B)	250	250
Less: - Amount distributed by SPV's (C)	(235)	(235)
D = A + B -C	**315**	**215**
Maximum retention amount – 10% of D	**31.5**	**21.5**
Amount already retained by SPV	15	15
Max amount that can be retained by Trust	16.5	6.5

4. Further, Trust along with its SPVs needs to ensure that minimum 90% distribution of NDCF be met for a given financial year on a cumulative periodic basis as specified for mandatory distributions in the InvIT regulations (subject to provisions of Note 1 above).

5. Surplus cash available in SPVs due to:

   (i) 10% of NDCF withheld in line with the Regulations in any earlier year or half year or

   (ii) Such surplus being available in a new SPV on acquisition of such SPV by InvIT

   (iii) Any other reason, excluding if such surplus cash is available due to any debt raise could be considered for distribution by the SPV to the InvIT, or by the Trust to its Unitholders in part or in full, but needs to be disclosed separately in the NDCF computation and Distribution.

6. Similarly, any restricted cash (disclosed as such) should not be considered for NDCF computation by the SPV or InvIT (e.g. unspent CSR balance for any year deposited in a separate account as per Companies Act which will be utilized in subsequent years, DSRA reserve, major maintenance reserve etc).

7. Further, it is expressly provided that no Trust or SPVs can distribute any cashflows by obtaining external debt, except to the extent clarified in note 2 above (this will exclude any working capital / OD facilities obtained by Trust/ SPVs as part of Treasury management / working capital purposes as long as they are squared off within the quarter).

8. Further, it is also clarified that Proceeds from sale of infrastructure investments, infrastructure assets or shares of SPVs or investment entity adjusted for transaction costs or repayment of debt taken for such assets or other items as mentioned above which is intended to be reinvested or planned to be reinvested as per Regulation 18(7) of InvIT Regulations, could be temporarily parked in overdraft accounts or used to repay any additional/ unrelated debt. Further if such proceeds are not intended to be reinvested as per the timeline provided in the Regulations and such net proceeds are to be distributed back to Unitholders, then redrawing such temporarily parked funds to distribute such net proceeds will not be considered as a contravention of note 7 above.

9. Cash flows received from SPV's / Investment entities which represent distributions of NDCF computed as per relevant framework at the Trust level for further distribution to Unitholders shall exclude any such cash flows used by the Trust for onward lending to any other SPVs / Investment entities to meet operational / interest expenses or debt servicing of such other SPVs / Investment entities.

10. Capital expenditure include amounts incurred and paid towards asset enhancement and are capitalized to asset value in the financial statements including lease payments. It is further clarified that Existing Assets as referred to in this line item includes any new structure / building / other infrastructure constructed on an existing infrastructure asset which is already a part of the InvIT.

The Distributable Income of Trust shall be calculated in compliance with the InvIT Regulations and any circular, notification or guidance issued thereunder, Income Tax Act, 1961 ("**IT Act**") and other applicable law. The actual amount received by the unitholders will be subject to taxes and other statutory deductions, if applicable.

For the purposes of the IT Act, any income distributed by the Trust to the unitholders shall be deemed to be of the same nature and in the same proportion in the hands of the unitholder as it had been received by, or accrued to, the Trust. Accordingly, the Trust may follow either the receipt approach or the accrual approach subject to the provisions of the IT Act and applicable accounting standards.

In terms of the InvIT Regulations, if the distribution is not made within 15 days of declaration, the Investment Manager shall be liable to pay interest to the Unitholders at the rate of 15% per annum or such other rate as may be specified under applicable law, whichever is lower, until the distribution is made. Such interest shall not be recovered in the form of fees or any other form payable to the Investment Manager by the Trust.

Amendment

(i). Any amendment/variation of the distribution policy shall require the prior approval of the board of directors of the Investment Manager.

(ii). Notwithstanding the above, the distribution policy will stand amended to the extent of any change in applicable law, including any amendment to the InvIT Regulations, without any action from the Investment Manager or approval of the Unitholders of the Trust.

For risks in relation to distribution, please see the section "*Risk Factors*" on page 59.

DISCUSSION AND ANALYSIS BY THE DIRECTORS OF THE INVESTMENT MANAGER OF THE FINANCIAL CONDITION, RESULTS OF OPERATIONS AND CASH FLOWS OF THE PROJECT SPVS OF THE TRUST

You should read the following discussion and analysis of our financial condition, results of operations and cash flows in conjunction with the sections entitled "Summary of Combined Financial Statements" on page 30 and "Audited Special Purpose Combined Financial Statements" on page 393, respectively. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the section entitled "Risk Factors" on page 59. Actual results could differ materially from those contained in any forward-looking statements and for further details regarding forward-looking statements, kindly refer to the section entitled "Forward-Looking Statements" on page 17.

The Audited Special Purpose Combined Financial Statements are prepared in accordance with Ind AS, which differs in certain respects from Indian GAAP, International Financial Reporting Standards and U.S. GAAP. Our fiscal year ends on March 31 of each year, and references to a particular fiscal are to the twelve-month period ended March 31 of that year. For the sole purposes of the Special Purpose Financial Statements, references to "we", "us" and "our" are to the Project SPVs on a combined basis.

Overview

Unit Distribution and Trust Formation Overview

The Union of India, acting through the Ministry of Corporate Affairs, had filed a company petition under sections 241 and 242 of the Companies Act, 2013 against the IL&FS Group before the NCLT on the grounds of, *inter alia*, that the affairs of the IL&FS Group were being conducted in a manner prejudicial to public interest. Subsequently, the NCLT directed suspension of the then existing board of directors of IL&FS and constitution of a new board of directors of IL&FS comprising the nominees of the Ministry of Corporate Affairs (the "**New Board**"). The New Board, undertaking steps for designing and implementing a fair and orderly resolution of the outstanding debt of the entire IL&FS Group, and for the purposes of resolution of certain portion of the debt of ITNL proposed the setting up of an infrastructure investment trust.

Consequently, Roadstar Infra Investment Trust as sponsored by Roadstar Infra Private Limited, was established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly, and is registered under the InvIT Regulations.

The Trust has acquired each of the Project SPVs (except BAEL). The Trust proposes to acquire BAEL and the remaining shareholding of 14.50% of MBEL prior to the filing of the Placement Memorandum. Please refer to the section "*Formation Transactions in relation to the Trust*" on page 26 for more information in relation to the shareholding of the Trust in the Project SPVs. The proposed Unit Distribution will be in accordance with (i) the Resolution Framework as approved by the NCLAT vide its order dated March 12, 2020 and/or any other appropriate judicial authority and in terms of the interim distribution as approved by the NCLAT vide its order dated May 31, 2022 and (ii) a distribution plan setting out the details and manner of distribution of, among other assets, the Units issued by the Trust as may be approved by the board of directors of IL&FS.

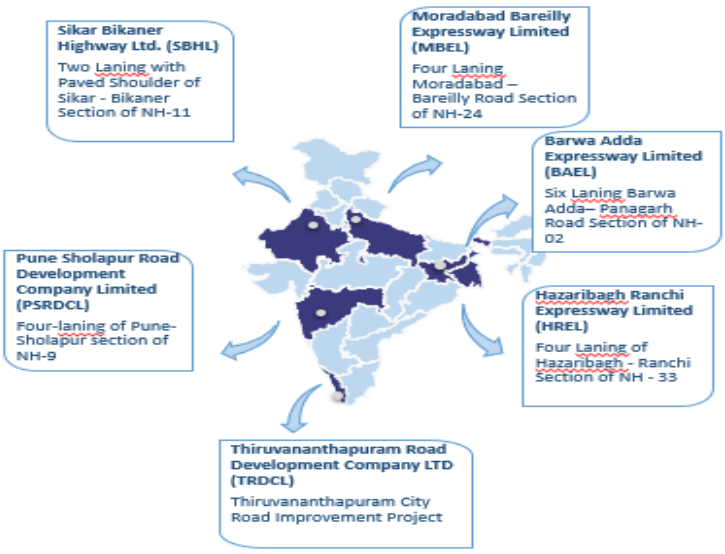
For more details in relation to the Resolution Framework and the holding of the Trust in the Project SPVs, please refer to sections "*Unit Distribution Background*" and "*Formation Transactions in relation to the Trust"* on pages 362 and 26, respectively.

Business Overview

The Trust is established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly, and is registered under the InvIT Regulations. The Trust, through its Project SPVs (subject to the proposed acquisition of BAEL), together operates 6 road assets, aggregating to 685.16 kms, located across 6 states in India.

The Project SPVs had a weighted average residual concession life (weighted on the basis of residual life-time pre-MM EBITDA) of 14.28 years as on March 31, 2023 and a weighted average operating history (weighted on the basis of Fiscal 2023 estimated pre-MM EBITDA, assuming COD and appointed date as the beginning date for BOT/DBFOT assets) of 8.33 years as on March 31, 2023.

The map below sets forth the location of our projects in the Project SPVs:



The tables below set forth an overview of the Project SPVs:

S. No.	Relevant Project SPV	Project length and number of lanes	State(s)	Residual Life (in years, as of March 31 2023)	Model	Actual Revenue from Toll Fee / Annuities in FY 2023 (in ₹ million)
1.	Hazaribagh Ranchi Expressway Limited	73.50 kms 4 lanes	Jharkhand	5.34 years	Annuity	789.02
2.	Moradabad Bareilly Expressway Limited*	121.00 kms 4 lanes	Uttar Pradesh	12.69 years	Toll	3,340.98
3.	Pune Sholapur Road Development Company Limited*	102.08 kms 4 lanes	Maharashtra	8.31 years	Toll	1,904.91
4.	Sikar Bikaner Highway Limited*	237.58 kms 2/4 lanes	Rajasthan	14.90 years	Toll	746.08
5.	Thiruvananthapuram Road Development Company Limited**	28.12 kms (excluding phase I*) 2/3/4/6 lanes	Kerala	Phase II- 3.90 years Phase III- 6.90 years Phase IV-8.17 year	Annuity	268.19
6.	Barwa Adda Expressway Limited*#	122.88 kms 6 lanes	Jharkhand/West Bengal	11.00 years	Toll	2,479.84
Total		685.16				9529.02

Notes:
** Extendable based on target traffic as per provisions contained in the respective Concession Agreement*

*** Phase I concession period ended in July, 2022*
In the process of being transferred to the Trust. See "Formation Transactions in Relation to the Trust - Details of arrangements pertaining to the Trust- Barwa Adda Expressway Limited" on page 28

In addition to the Project SPVs, the Trust through the Investment Manager may also have the ability to acquire new projects. For further details, please see the sections "*Corporate Governance*" and "*Related Party Transactions*" on pages 135 and 300, respectively. The Investment Manager is responsible for managing the Trust and the Project SPVs, as well as undertaking investment decisions relating to us and our assets. The Investment Manager meets the experience criteria as required under the SEBI InvIT Regulations. As required under the InvIT Regulations, the experience of the Investment Manager in fund management or advisory services or development in the infrastructure sector is above 5 years. Further, the Investment Manager is responsible for defining our strategic direction, including in relation to our future acquisitions, divestments or enhancement of assets. For further details, please see "*Parties to the Trust – The Investment Manager – Roadstar Investment Managers Limited*" – on page 110.

The Trustee, Axis Trustee Services Limited, is a trusteeship company registered with SEBI as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended. On behalf of our Unitholders, the Trustee is responsible for (a) ensuring that our business objectives and investment policies comply with the provisions of the InvIT Regulations and other applicable law, and (b) monitoring the activities of the Investment Manager (in terms of the Investment Management Agreement) and the Project Manager (in terms of the Project Implementation and Management Agreement). For further details, please see "*Parties to the Trust – The Trustee – Axis Trustee Services Limited*" on page 97.

The Project Manager, Elsamex Maintenance Services Limited, is responsible for the operations and management of the Trust and ensuring compliance with the respective concession agreements and project documents, making arrangements for appropriate maintenance, oversee the progress of development, status of approvals and other aspects of the projects of the SPVs. The Project Manager has been appointed as per the terms of the Project Implementation and Management Agreement. Neither the Project Manager nor any of the promoters or directors of the Project Manager (i) is debarred from accessing the securities market by SEBI; (ii) are or have been a promoter, director or person in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; and/ or (iii) are or have been declared a wilful defaulter by any bank or financial institution or consortium thereof in accordance with the guidelines on wilful defaulters published by the RBI. For further details, please see "*Parties to the Trust – The Project Manager – Elsamex Maintenance Services Limited*" – on page 125.

Each financial year, we intend to distribute a minimum of 90.00% of the net distributable cash flows of the Trust available for distribution to our Unitholders. For further details, please see, "*Distribution*" on page 265.

Our revenue from operations for the nine month period ended December 31, 2023, Fiscal 2023, Fiscal 2022 and Fiscal 2021, were ₹ 8,486.89 million, ₹ 9,940.48 million, ₹ 7,631.12 million and ₹ 7,387.22 million, respectively. Our profit / (loss) after tax for nine month period ended December 31, 2023, Fiscals 2023, 2022 and 2021, were (₹ 324.12 million), (₹ 1,131.52 million), ₹ 995.87 million and ₹ 14,499.84 million, respectively.

For details of credit ratings obtained by the Trust, please see "*General Information – Credit rating"* on page 96.

Factors Affecting Our Results of Operations

Our business, prospects, results of operations and financial condition have been, or are expected to continue to be, affected by a number of factors, including the following:

Fluctuating Revenue from Toll Road Projects

Tariff terms for our BOT Roads are determined and revised, in accordance with the relevant concession agreements and as per the NH Fee Rules, and wholesale price index variations. Traffic volume may be affected by a number of factors beyond our control, including general economic conditions, alternate routes, alternate means of transportation, location of toll plazas, weather conditions, demographic changes, fuel prices, reduction in commercial or industrial

activities in the regions served by the roads and natural disasters, the COVID 19 pandemic or any public disturbances such as strikes. Our lenders may have the right to periodically reset our interest rates, which may increase based on their review of our credit profile and perceived risks in our operations or a change in their cost of funding due to the overall interest rate regime.

Under the relevant concession agreements, our Project SPVs have rights to construct and operate the road projects exclusively for fixed periods of time and we receive annuities /or collect tolls, as the case may be, for the use of our roads. However, we may be faced with competition from new road projects developed by the central and state governments, that may be in the immediate vicinity of our roads and as such, are not within our control. There can be no assurance that our road projects will compete effectively against such roads that connect the same locations. Any material decrease in the actual traffic volume as compared to our forecasted traffic volume could have a material adverse effect on our cash flows from our tolling projects, which in turn can adversely affect our business, prospects, financial condition and results of operation.

Interest Rate Fluctuations

As our infrastructure business is capital intensive, our projects are funded to a large extent by debt, and as a result we are exposed to interest rate risks. Any increase in interest expense may have an adverse effect on our results of operations and financial condition. Our current debt facilities carry interest at variable rates as well as fixed rates with the provision for periodic reset of interest rates. As of December 31, 2023, the majority of our indebtedness was subject to variable interest rates. Considering the capital-intensive nature of the infrastructure business, an increase in interest expense at the Project SPV level is likely to have a significant adverse effect on our financial results.

General economic conditions in India and the level of investment and activity in the infrastructure sector

Other than HREL and TRDCL, which are annuity based projects, the Project SPVs derive almost all of their revenue from toll-road operations. Demand for toll roads is primarily dependent on sustained economic development in the regions that they operate in and government policies relating to infrastructure business. As a result, our performance and growth are dependent on the performance of the Indian economy, which, in turn, depends on various factors. The Indian economy has been affected by the recent global economic uncertainties, volatility in interest rates, currency exchange rates, commodity and electricity prices, adverse conditions affecting agriculture and various other macroeconomic factors.

Recent Indian governments have been focused on encouraging private participation in the infrastructure sector. Furthermore, fiscal year ended March 31, 2022 NHAI construction is expected to be in the range of 4,300-4,600 kms (12-13 km per day) and to rise steadily to approximately 14-15 km per day by fiscal year 2026. (Source: CRISIL Report) However, there can be no assurance that similar policies and investment will be continued in the future. The rate of economic liberalization could decrease, and specific laws and policies affecting foreign investment, currency exchange rates and other matters affecting investment in India could change as well. In the road sector, there can be no assurance that the GoI's engagement with and outreach to private sector operators, including us, will continue in the future. A significant change in India's economic liberalization and deregulation policies, in particular, those relating to the road sector, could disrupt business and economic conditions in India generally and our business in particular. Additionally, an increase in trade deficit or a decline in India's foreign exchange reserves could negatively impact interest rates and liquidity, which could adversely impact the Indian economy and our business.

Dependence on support from governmental schemes and policies

Significant changes in government policy for the road infrastructure sector could have a significant effect on our revenues, expenditure and growth prospects as they relate to future projects (if any). For instance, on August 26, 2015, the Cabinet Committee on Economic Affairs amended its earlier approval dated May 13, 2015 to allow 100.00% equity divestment after two years of completion for all BOT projects, irrespective of the year of award. The earlier policy allowed such divestments only for projects awarded prior to September 30, 2009. The results of operations of future projects are likely to be affected by budgetary allocations made by various central and state government agencies for the infrastructure sector. Furthermore, trends in particular government's approach to infrastructure such as, slowdowns in the volume of BOT or TOT projects for which concessions are granted, may affect our business,

financial condition and results of operations. Policies relating to tolling methodologies, exemptions and changing political or social imperatives can also affect our business.

Operational Enhancement, Maintenance Cost Optimization and Post-Acquisition Capital Structure Optimization

Our profitability is dependent on our ability to undertake efficient operational enhancements, optimize maintenance costs and create robust capital structures for our projects. For example, we use microsurfacing and crack sealing as preventive maintenance with the aim to enhance the life of the roads constructed as part of the Project SPVs. These operational enhancements allow to improve user experiences which may in turn also increase revenue. Any issues in deploying such technologies or a failure to maintain strong relationships with local communities may adversely affect our operations and results of operations.

We seek to use disciplined, prudent and innovative capital structure management to unlock value by reducing cost of debt and maximizing free cash flow. However, the availability of credit and cost of financing in India is also a significant factor, and if there is any adverse development leading to an increase in the cost of financing or decrease in availability of funds from lenders, we may have difficulty accessing the financial markets, which could make it more difficult or expensive to obtain funding.

Competition

We face competition from other road operators, financial investors and other InvITs in acquiring and managing profitable concessions for future projects. We also face competition from new road projects developed by the central and state governments, that may be in the immediate vicinity of our roads and as such, are not within our control. The competition for road projects varies depending on the size, nature and complexity of the project and on the geographical region in which the project is to be executed. Some competitors may have greater financial resources, economies of scale and operating efficiencies than us.

Tax benefits for road infrastructure sector in India

Certain Project SPVs are entitled to certain benefits under Section 80-IA of the Income-tax Act, 1961, as amended, if certain conditions are satisfied. However, the benefits to these Project SPVs may expire at various points of time. Any expiry, termination or GoI withdrawal of these tax benefits could result in an increase in the our tax expenses, thereby adversely affecting our results of operations and cash flows.

Purpose and basis of accounting and preparation of special purpose Ind AS financial statements

The Audited Special Purpose Combined Financial Statements of the Project SPVs comprise the combined balance sheet as at December 31, 2023, March 31, 2023, March 31, 2022 and March 31, 2021 and the combined statement of profit and loss, combined cash flow statement, combined statement of changes in equity and a summary of significant accounting policies and other explanatory information for the nine month period ended December 31, and for the fiscal years ended March 31, 2023, March 31, 2022 and March 31, 2021.

The Audited Special Purpose Combined Financial Statements of the Project SPVs have been prepared in accordance with the Indian Accounting Standards and/or any addendum thereto as defined in the Rule 2(1)(a) of the Companies (Indian Accounting Standard) Rule, 2015, as amended (Ind AS) and the InvIT Regulations. The Project SPVs have uniformly applied the accounting policies during the periods presented.

The Audited Special Purpose Financial Statements are special purpose financial statements and have been prepared by the Investment Manager to meet the requirements of InvIT Regulations and for inclusion in the Placement Memorandum prepared by the Investment Manager in connection with the proposed private placement of units of Trust. As a result, the Audited Special Purpose Combined Financial Statements may not be suitable for another purpose. As permitted by para 41 of the Guidance Note, comparative figures for the nine month period ended December 31, 2023 have not been given. Further, the Audited Special Purpose Combined Financial Statements are not prepared in accordance with the requirements of Schedule III notified under the Companies Act, 2013.

As required by the InvIT regulations, the Audited Special Purpose Combined Financial Statements are prepared, based on an assumption that all SPVs were part of Trust for such period when Trust was not in existence. However, the Audited Special Purpose Combined Financial Statements may not be representative of the position which may prevail after the Project SPVs are transferred to Trust.

The Audited Special Purpose Combined Financial Statements are presented in Indian Rupees which is also the functional currency of the Project SPVs and all values are rounded to the nearest millions, unless otherwise indicated. Certain amounts that are required to be disclosed and do not appear due to rounding-off or construes value less than Rupees five thousand, are expressed as 0.00 (zero).

These Audited Special Purpose Combined Financial Statements have been prepared on going concern basis in accordance with accounting principles generally accepted in India. Further, the financial statements have been prepared on historical cost basis except for certain financial assets and financial liabilities, which are measured at fair values as explained in relevant accounting policies.

The Audited Special Purpose Combined Financial Statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. If one of the Project SPVs uses accounting policies other than those adopted in the Audited Special Purpose Combined Financial Statements for like transactions and events in similar circumstances, appropriate adjustments are made to that Project SPVs member's financial statements in preparing the Audited Special Purpose Combined Financial Statements to ensure conformity with the Project SPVs' accounting policies.

The financial statements of all entities used for the purpose of combination are drawn up to same reporting date as that of the Project SPVs, i.e., year ended on March 31 and the nine month period ended December 31, 2023.

Basis of Combination

a) Combine like items of assets, liabilities, equity, income, expenses and cash flows of the SPVs, and;

b) The Audited Special Purpose Combined Financial Statements of all the SPVs have been combined by combining/adding like items of assets, liabilities, equity, income, expenses.

c) The Special Purpose Financial Statements of all the SPVs have been combined based on the assumption that all the SPVs are part of a single group for the entire period presented pursuant to the InvIT Regulations.

d) The tax expenses are combined for all the expenses actually incurred by the combining businesses in accordance with the Guidance Note on Combined and Carve-Out Financial Statements.

e) Share capital has been presented by adding the individual capitals of each of the Project SPVs. For the proportionate share of the capital attributable to the non-controlling interest. Management has disclosed this amount separately from the combined capital.

f) Other equity has been presented by adding the individual other equities of each of the SPVs. For the proportionate share of the other equity attributable to the non-controlling interest, management has disclosed this amount separately from the combined other equity.

g) Interests in following joint venture are accounted for using the equity method, after initially being recognized at the net book value of the entity as at April 1, 2020.

Name of SPV	Description of asset	Current shareholding
TRDCL	Set up to develop, widen, strengthen, operate, construct and maintain the Thiruvananthapuram City Roads Improvement Project ("TCRIP") under the Annuity Concession Agreement dated March 16, 2004 as amended.	IL&FS Transportation Networks Limited – 50.00% (upto December 18, 2022) The Trust (from December 19, 2022) Punj Lloyd Limited – 50.00%

Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period end. The principal accounting estimates used have been described under the relevant income/expense and/or asset/liability item in these financial statements. Although these estimates are based upon management's best knowledge of current events and actions, actual results could differ from these estimates.

Project SPVs determine future estimated revenue, future estimated traffic count, discounting rate etc. at each balance sheet which is used to arrive at amortization & impairment of intangible Assets, deferred tax calculation, provision for overlay etc. During the current financial year management has obtained a traffic study report which is prepared by an independent consultant to estimate future traffic revenue/traffic count.

Further, the Group has applied the principles of prudence and substance over form for recognition and measurement of its assets and liabilities.

In the process of applying the Group's accounting policies, management has made the following judgements, which have a risk of causing a material adjustment to the carrying amounts of assets and liabilities within the current financial year in case of following:

1. Useful life of property, plant & equipment;
2. Amortization of intangible assets;
3. Provision for overlay;
4. Deferred tax;
5. Impairment testing of intangible asset(s) – based on independent assessment;

I. Key estimations in relation to provision for overlay

Provision for overlay is estimated based on the Traffic Study Report obtained from an independent consultant taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, anticipated technological changes. All these evaluations and assessments involve judgements on part of the management in estimating future revenue, future estimated traffic count, discounting factor, requirement for incurring overlay expense, etc.

II. Key estimations in relation to deferred tax assets group

Project SPVs estimate whether the Project SPVs will earn sufficient taxable profit in future periods. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which the temporary differences become deductible. The amount of the deferred tax assets considered realizable could be reduced in the near term, if estimates of future taxable income during the carry forward period are reduced.

III. Key estimations in relation to useful lives of property, plant and equipment & intangible assets, Amortization of Intangible assets and Impairment assessment of Intangible asset

Useful lives of property, plant and equipment & intangible Assets (other than the life prescribed under Schedule II of the Companies Act, 2013) are estimated based on the Traffic Study Report obtained from an independent consultant taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, anticipated technological changes. Impairment assessment in respect of Intangible Asset has been carried based on net present value of future operating cash flow which is again based on certain estimates used by the Independent Valuer. All these evaluations and assessments involve judgements on part of the management in estimating future revenue, future estimated traffic count, future cash flows, discounting factor, etc.

IV. Contractual obligation to restore the infrastructure to a specified level of serviceability

The Project SPVs have contractual obligations to maintain the infrastructure to a specified level of serviceability or restore the infrastructure to a specified condition during the concession period and/or at the time of hand over to the grantor of the SCA. Such obligations are measured at the best estimate of the expenditure that would be required to settle the obligation at the balance sheet date. In case of concession arrangements under intangible asset model, the timing and amount of such cost are estimated and recognized on a discounted basis by charging costs to revenue on the units of usage method i.e. on the number of vehicles expected to use the project facility, over the period at the end of which the overlay is estimated to be carried out based on technical evaluation by independent experts.

Current versus Non-Current Classification

The Project SPVs' present assets and liabilities in the balance sheet based on current / non-current classification. An asset is treated as current when it is:

- Expected to be realised or intended to be sold or consumed in normal operating cycle;
- Held primarily for the purpose of trading;
- Expected to be realised within twelve months after the reporting period, or;
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

A liability is current when:

- It is expected to be settled in normal operating cycle
- It is held primarily for the purpose of trading
- It is due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

All other liabilities are classified as non-current.

Deferred tax assets and liabilities are classified as noncurrent assets and liabilities. The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The Project SPVs have identified twelve months as their operating cycle.

Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Project SPVs and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties collected on behalf of the government. The specific recognition criteria described below must also be met before revenue is recognised.

Accounting for rights under service concession arrangements and revenue recognition:

1. <u>Recognition and measurement</u>

The Project SPVs build, operate and maintain infrastructure assets under public-to-private Service Concession Arrangements ("**SCAs**"), which is an arrangement between the "grantor" (a public sector entity/authority) and the "operator" (a private sector entity) to provide services that give the public access to major economic and social facilities utilizing private-sector funds and expertise. The infrastructures accounted for by the Project SPVs as concessions are mainly related to the activities concerning roads, tunnels, and other infrastructure facilities.

Concession contracts are public-private agreements for periods specified in the SCAs including the construction, upgradation, restoration of infrastructure and future services associated with the operation and maintenance of assets in the concession period. Revenue recognition, as well as the main characteristics of these contracts.

With respect to service concession arrangements, revenue and costs are allocated between those relating to construction services and those relating to operation & maintenance services, and are accounted for separately. Consideration received or receivable is allocated by reference to the relative fair value of services delivered when the amounts are separately identifiable. The infrastructure used in a concession are classified as an intangible asset or a financial asset, depending on the nature of the payment entitlements established in the concession agreement.

When the demand risk to the extent that the Project SPVs have a right to charge the user of infrastructure facility, the Project SPVs recognize revenues from construction services for public facilities (infrastructures) by the percentage-of-completion method and recognize the consideration for construction services at its fair value, as an intangible asset. The Project SPVs accounts for such intangible asset (along with the present value of committed payments towards concession arrangement to the grantor at the appointed date e.g. negative grant, premium etc.) in accordance with the provisions of Ind AS 38 and is amortized based on projected traffic count or revenue, as detailed in Note 3.1.iv, taking into account the estimated period of commercial operation of infrastructure which generally coincides with the concession period. Intangible asset is capitalized when the project is complete in all respects and when the Project SPVs receive the final completion certification from the grantor as specified in the concession agreement and not on completion of component basis as the intended purpose and economics of the project is to have the complete length of the infrastructure available for use. The component-based certification which is received is an intermediate mechanism provided in the Concession Agreement to provide a right to collect eligible toll to compensate the Project SPVs for cost recovery during construction period and for any delays beyond the control of the Project SPVs. However, where there is other than temporary delay due to reasons beyond the control of the Project SPVs the management may treat constructed portion of the infrastructure as a completed project. Eligible toll revenue collected on receipt of the component-based certification is reduced from the cost of construction, as the construction work on remaining portion is still in progress and the entire asset is not ready for its intended purpose.

When the amount of the arrangement consideration for the provision of public services is substantially fixed by a contract, the Project SPVs recognize revenues from construction services for public facilities (infrastructures) by the percentage-of-completion method and recognizes the consideration as a financial asset and the same is classified as “Receivables against Service Concession Arrangements”. The Project SPVs account for such financial assets at amortized cost, calculates interest income based on the effective interest method and recognizes it in revenue as Finance Income.

Contractual obligation to restore the infrastructure to a specified level of serviceability

The Project SPVs have contractual obligations to maintain the infrastructure to a specified level of serviceability or restore the infrastructure to a specified condition during the concession period and/or at the time of hand over to the grantor of the SCA. Such obligations are measured at the best estimate of the expenditure that would be required to settle the obligation at the balance sheet date. In case of concession arrangements under intangible asset model, the timing and amount of such cost are estimated and recognised on a discounted basis by charging costs to revenue on the units of usage method i.e. on the number of vehicles expected to use the project facility, over the period at the end of which the overlay is estimated to be carried out based on technical evaluation by independent experts.

Revenue recognition

Once the infrastructure is in operation, the treatment of income is as follows:

Revenue for concession arrangements under intangible asset model is recognized in the period of collection of toll which generally coincides with the usage of public service or where from such rights have been auctioned, in the period to which auctioned amount relates.

i. Revenue from construction contracts

The Project SPVs recognize and measure revenue, costs and margin for providing construction services during the period of construction of the infrastructure in accordance with Ind AS 115 'Revenue from Contracts with Customers'.

When the outcome of a construction contract can be estimated reliably and it is probable that it will be profitable, contract revenue and contract costs associated with the construction contract are recognized as revenue and expenses respectively by reference to the percentage of completion of the contract activity at the reporting date. The percentage of completion of a contract is determined considering the proportion that contract costs incurred for work performed up to the reporting date bear to the estimated total contract costs.

For the purposes of recognizing revenue, contract revenue comprises the initial amount of revenue agreed in the contract, the variations in contract work, claims and incentive payments to the extent that it is probable that they will result in revenue and they are capable of being reliably measured.

The percentage of completion method is applied on a cumulative basis in each accounting period to the current estimates of contract revenue and contract costs. The effect of a change in the estimate of contract revenue or contract costs, or the effect of a change in the estimate of the outcome of a contract, is accounted for as a change in accounting estimate and the effect of which are recognised in the Statement of Profit and Loss in the period in which the change is made and in subsequent periods.

When the outcome of a construction contract cannot be estimated reliably, revenue is recognised only to the extent of contract costs incurred of which recovery is probable and the related contract costs are recognised as an expense in the period in which they are incurred.

ii. *Borrowing cost related to SCAs*

In case of concession arrangement under intangible asset model, borrowing costs attributable to the construction of infrastructure assets are capitalized up to the date of the final completion certificate of the asset / facility received from the authority for its intended use specified in the concession agreement. All borrowing costs subsequent to the capitalization of the intangible assets are charged to the Statement of Profit and Loss in the period in which such costs are incurred.

iii. *Amortization of intangible asset under SCA*

The intangible rights relating to infrastructure assets, which are recognised in the form of right to charge users of the infrastructure asset are amortized by taking proportionate of actual traffic count for the period over total projected traffic count from project to cost of intangible assets; i.e. proportionate of actual traffic for the period over total projected traffic count from the intangible assets expected to be earned over the balance concession period as estimated by the management. However, with respect to toll road assets constructed and in operation as at March 31, 2016, the amortization of such intangible rights are based on actual revenue earned compared to total projected revenue from the project over the balance concession period to cost intangible assets, instead of traffic count.

Total projected revenue / traffic count is reviewed at the end of each financial year and is adjusted to reflect any changes in the estimates which lead to the actual collection at the end of the concession period.

iv. Claims

Claims raised with the concession granting authority towards reimbursement for costs incurred due to delay in handing over of unencumbered land to the Project SPVs for construction or other delays attributable solely to the concession granting authority are recognised when there is a reasonable certainty that there will be inflow of economic benefits to the Project SPVs. The claims, when recognised as such, are reduced from the carrying amount of the intangible asset under the service concession arrangement, to the extent the claims relate to costs earlier included as a part of the carrying amount of these assets. Further, these claims are credited to profit or loss to the extent they relate to costs earlier debited to profit or loss. The claims are presented separately as a financial asset.

v. Accounting of receivable and payable from / to the grantor (Grants)

Receivable towards the concession arrangement from the grantor. When the arrangement has a contractual right to receive cash or other financial asset from the grantor specifically towards the concession arrangement (in the form of grants) during the construction period or otherwise, such a right, to the extent eligible, is recorded as financial asset in accordance with Ind AS 109 "Financial Instruments," at amortized cost.

For intangible assets where the Project SPVs have availed the exemption under D7AA of Ind AS 101, the Financial asset has to be recognized only for all such receivables post April 01, 2015.

Interest Income

Revenue is recognised on a time proportion basis taking into account the amount outstanding and the rates applicable. For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate ("**EIR**").

Dividends:

Revenue is recognised when the Project SPVs' right to receive the payment is established, which is generally when shareholders approve the dividend

Taxes

Current Income Tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the countries where the Project SPVs operates and generates taxable income.

Current income tax relating to items recognised outside the Statement of Profit and Loss is recognised outside the Statement of Profit and Loss (either in other comprehensive income or in equity). Current tax items are recognised in correlation to the underlying transaction either in other comprehensive income or directly in equity. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.
- In respect of taxable temporary differences associated with investments In subsidiaries, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse In the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except when the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction affects neither the accounting profit nor taxable profit or loss.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognised deferred tax assets are reassessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date. Deferred tax relating to items recognised outside statement of profit and loss is recognised outside statement of profit and loss (either in other comprehensive income or in equity). Deferred tax items are recognised in correlation to the underlying transaction either in other comprehensive or directly in equity. Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Goods and Service Tax Paid on Acquisition of Assets or on Incurring Expenses

Expenses and assets are recognised net of the amount of goods and service tax paid, except:

- When the tax incurred on a purchase of assets or services is not recoverable from the tax authority, in which case, the tax paid is recognised as part of the cost of acquisition of the asset or as part of the expense item, as applicable.

- When receivables and payables are stated with the amount of tax included. The net amount of tax recoverable from, or payable to, the tax authority is included as part of receivables or payables in the balance sheet.

Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalised as part of the cost of the asset. All other borrowing costs are expensed in the period in which they occur. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of Project SPVs. Borrowing cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs.

Provisions

Provisions are recognised when the Project SPVs have a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Project SPVs expect some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

Contingent Liabilities and Contingent Assets

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Project SPVs or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably. The Project SPVs do not recognise a contingent liability but discloses its existence in the financial statements. A contingent asset is not recognised unless it becomes virtually certain that an inflow of economic benefits will arise. When an inflow of economic benefits is probable, contingent assets are disclosed in the financial statements. Contingent liabilities and contingent assets are reviewed at each balance sheet date.

Financial Instrument

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial Assets Initial Recognition and Measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through Statement of Profit and Loss, directly attributable transaction cost to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the marketplace (regular way trades) are recognised on the trade date, i.e., the date that the Project SPVs commits to purchase or sell the asset.

Subsequent Measurement

For purposes of subsequent measurement, financial assets are classified in following categories;

- at amortised cost
- at fair value through profit or loss ("**FVTPL**")
- at fair value through other comprehensive income ("**FVTOCI**")

Financial Assets at amortised Cost

A financial asset is measured at the amortised cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and;
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

This category is the most relevant to the Project SPVs. All the Loans and other receivables under financial assets (except Investments) are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The losses arising from impairment are recognised in the Statement of Profit and Loss.

Financial Assets at Fair Value through Statement of Profit and Loss / Other Comprehensive Income

All investments in scope of Ind AS 109 are measured at fair value. The Project SPVs investment in Debt oriented mutual fund which are held for trading, are classified as at FVTPL. The Project SPVs makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable. The gain / loss on sale of investments are recognised in the Statement of Profit and Loss.

Instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of the Project SPVs of similar financial assets) is primarily derecognised (i.e. removed from the Project SPVs balance sheet) when:

The rights to receive cash flows from the asset have expired, or;

The Project SPVs have transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either

(a) the Project SPVs have transferred substantially all the risks and rewards of the asset, or (b) the Project SPVs have neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Project SPVs have transferred their rights to receive cash flows from an asset or enters into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Project SPVs continue to recognise the transferred asset to the extent of the Project SPVs continuing involvement. In that case, the Project SPVs also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Project SPVs have retained.

Property, plant and equipment

Property, plant and equipment acquired by the Project SPVs are reported at acquisition cost, with deductions for accumulated depreciation and impairment losses, if any.

The acquisition cost includes the purchase price (excluding refundable taxes) and expenses, such as delivery and handling costs, installation, legal services and consultancy services, directly attributable to bringing the asset to the site and in working condition for its intended use.

Where the construction or development of any asset requiring a substantial period of time to set up for its intended use is funded by borrowings, the corresponding borrowing costs are capitalised up to the date when the asset is ready for its intended use.

All assets are depreciated on a straight line method ("**SLM**") of depreciation, over the useful life of assets as prescribed under Schedule II of the Companies Act, 2013 other than assets specified in para below

Following assets are depreciated over a useful life other than the life prescribed under Schedule II of the Companies Act, 2013 based on internal technical evaluation, taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, past history of replacement, anticipated technological changes etc.:

Asset	Useful life based on SLM
Data processing equipment (server & networking)	4
Mobile phones and iPad /tablets	Fully depreciated in the year of purchase
Specialised office equipment	3
Vehicles	5
Assets provided to employees	3

The estimated useful lives, residual values and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets. However, when there is no reasonable certainty that ownership will be obtained by the end of the lease term, assets are depreciated over the shorter of the lease term and their useful lives.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying of the asset and is recognised in profit or loss.

Intangible assets (other than those covered by SCAs)

Intangible assets, other than those covered by SCAs, comprise of software and amounts paid for acquisition of commercial rights under an "Operation and Maintenance" agreement for a toll road project and are depreciated as follow:

Asset Type	Useful Life
Licensed software	Over the license period
Intellectual property rights	5 - 7 years
Commercial rights acquired under operations and maintenance Agreement	The minimum balance period of the concession agreement relating to the corresponding toll road project

Intangible assets are reported at acquisition cost with deductions for accumulated amortisation and impairment losses, if any.

Acquired intangible assets are reported separately from goodwill if they fulfil the criteria for qualifying as an asset, implying they can be separated or they are based on contractual or other legal rights and that their market value can be established in a reliable manner.

An impairment test of such intangible assets is conducted annually or more often if there is an indication of a decrease in value. The impairment loss, if any, is reported in the Statement of Profit and Loss.

Intangible assets, other than those covered by SCAs, are amortised on a "straight line" basis over their estimated useful lives. The estimated useful life of software is four years. The amount paid for acquisition of the rights under the "Operations and Maintenance" agreement is amortised over the minimum balance period (as at the time of acquisition) of the concession agreement relating to the corresponding toll road project.

Impairment of tangible and intangible assets

At the end of each reporting period, the Project SPVs reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest Group of cash-generating units for which a reasonable and consistent allocation basis can be identified. In assessing value in use, the estimated future cash flows are discounted to their present value using appropriate discount rate.

Intangible assets with indefinite useful lives and intangible assets not yet available for use are tested for impairment annually, or whenever there is an indication that the asset may be impaired. Recoverable amount is the higher of fair value less costs of disposal and value in use.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in profit or loss.

A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the statement of profit or loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as a revaluation increase.

Impairment of Financial Assets

Expected credit losses are recognized for all financial assets subsequent to initial recognition other than financial assets in FVTPL category. For financial assets other than trade receivables, as per Ind AS 109, the Project SPVs recognize 12 month expected credit losses for all originated or acquired financial assets if at the reporting date the credit risk of the financial asset has not increased significantly since its initial recognition. The expected credit losses are measured as lifetime expected credit losses if the credit risk on financial assets increases significantly since its initial recognition. The impairment losses and reversals are recognized in Statement of Profit and Loss.

Impairment of Non-financial Assets

The Group assesses, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's ("**CGU**") fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset unless the asset does not generate cash inflows that are largely independent of those from other assets or Group's assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

Financial Liabilities

Initial recognition and measurement:

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, or payables, as appropriate.

All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The Project SPVs financial liabilities include trade and other payables, loans and borrowings including bank overdrafts, financial guarantee contracts and derivative financial instruments.

Subsequent Measurement

The measurement of financial liabilities depends on their classification, as described below:

1. Financial liabilities at fair value through Profit or Loss: Financial liabilities at fair value through profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss. Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term. This category also includes derivative financial instruments entered into by the Group that are not designated as hedging instruments in hedge relationships as defined by Ind AS 109.

Gains or losses on liabilities held for Trading are recognised in the Statement of Profit and Loss.

2. Loans and Borrowings: After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

   Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit and loss.

3. De-recognition: A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit and loss.

4. Offsetting of Financial Instruments: Financial assets and financial liabilities are offset and the net amount is reported in the standalone balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

Investment in Subsidiaries

Investments (equity instruments as well as subordinate debt) in subsidiaries are carried at cost less accumulated impairment losses, if any. Where an indication of impairment exists, the carrying amount of the investment is assessed and written down immediately to its recoverable amount. On disposal of investments in subsidiaries, the difference between net disposal proceeds and carrying amounts are recognised in the Statement of Profit and Loss.

Foreign Currencies

The Group's financial statements are presented in INR, which is also the Group's functional currency. The Group does not have any foreign operation and has assessed the functional currency to be INR.
Transactions and Balances Transactions in foreign currencies are initially recorded by the Group at their respective functional currency spot rates at the date the transaction first qualifies for recognition. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date. Differences arising on settlement or translation of monetary items are recognised in the statement of profit or loss.
Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions.

Fair value Measurement

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible by the Group. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Project SPVs use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

The Project SPVs' management determines the policies and procedures for both recurring fair value measurement, such as derivative instruments and unquoted financial assets measured at fair value, and for non-recurring measurement, such as assets held for distribution in discontinued operations.

At each reporting date, the management analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the Project SPVs accounting policies. For this analysis, the Management verifies the major inputs applied in the latest valuation by agreeing the information in the valuation computation to contracts and other relevant documents.

The management also compares the change in the fair value of each asset and liability with relevant external sources to determine whether the change is reasonable.

On an annual basis, the management of Investment Manager presents the valuation results to the Audit Committee and the Group's independent auditors. This includes a discussion of the major assumptions used in the valuations. For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

Contributed Equity

Units are classified as equity. Incremental costs attributable to the issue of units are directly recorded in equity, net of tax.

Distribution to Unit Holders

The Project SPVs recognise a liability to make cash distributions to unit holders when the distribution is authorised and a legal obligation has been created. As per the InvIT Regulations, a distribution is authorised when it is approved by the Board of Directors of the Investment Manager. A corresponding amount is recognised directly in equity.

Cash and Cash Equivalents

Cash and cash equivalents in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Group's cash management.

Earnings Per Unit (EPU)

Basic earnings per unit are calculated by dividing the net profit for the year attributable to unit holders by the weighted average number of units outstanding during the year.

For the purpose of calculating diluted earnings per unit, the weighted average number of units outstanding during the year are adjusted for the effects of all dilutive potential units.

Key source of information:

The preparation of financial statements in conformity with Ind AS requires the Group makes estimates and assumptions that affect the reported amounts of income and expenses of the period, the reported balances of assets and liabilities and the disclosures relating to contingent liabilities as of the date of the financial statements. The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates include allowance for doubtful loans /other receivables, fair value measurement etc. Difference, if any, between the actual results and estimates is recognized in the period in which the results are known.

Non-controlling interest

Non-controlling interest represents the share of reserve and capital attributable to the shareholders of the SPVs who have not agreed to exchange their share in the SPVs for Units of the Trust and will not become unitholders. Below is the list of shareholders of the SPVs for whom non-controlling interest has been recognised. Non-controlling interests in the results and equity of subsidiaries are shown separately in the Audited Special purpose Combined Statement of Profit and Loss, Combined Statement of Change in Equity and Combined Balance Sheet separately.

Name of SPV	Shareholder	% Shareholding in SPV (as on reporting date)
HREL	Punj Lloyd Limited	0.01%
TRDCL	Punj Lloyd Limited	50.00%
PSRDCL	East Nippon Expressway Company (NEXCO)	9.09%

Ind AS-110 requires entities to attribute the profit or loss and each component of other comprehensive income to the owner of Project SPVs and to the non-controlling interest. This requirement needs to be followed even if this results in the non-controlling interest having a deficit balance. Non-controlling interest balance is stated at cost. Ind AS 101 requires the above requirement to be followed prospectively from the date of transition.

Principal Components of Combined Statement of Profit and Loss

Income

Our total income consists of revenue from operations and other income.

Revenue from operations

Revenue from operations primarily comprises toll revenue, operation and maintenance income, overlay income, construction income, finance income.

- ***Toll revenue:*** Toll revenue represents revenue collected by the Project SPVs as per the respective concession agreements. Our toll revenue primarily consists of toll fees collected by Project SPVs in line with the respective concession agreements.

- ***Operation and maintenance income***: Operation and maintenance income represents the income accrued on the operation and maintenance expenses incurred along with a markup under the annuity model. Revenues from operations and maintenance services are recognized in each period as and when services are rendered in accordance with Ind AS 115.

- ***Overlay income:*** This income represents the income accrued on the overlay expenses incurred along with a markup under annuity model. Revenues from overlay services are recognized in each period as and when services are rendered in accordance with Ind AS 115.

- ***Construction income:*** This income represents cost of work performed on the contract and the proportionate margin, using the percentage of completion method.

- ***Finance income:*** Finance income consists of interest income on financial assets which is created in accordance with Ind AS by adopting financial asset model for future annuity receivables from the concessioning authorities.

Other income

Other income primarily consists of income from utility shifting and COS work interest on bank deposits, interest on income tax refund/others, gain on disposal of property, plant and equipment, excess provisions written back, gain on mutual fund investments, miscellaneous income, modification gain on financial instrument, insurance claim received / receivable, net gain/(loss) arising on financial assets designated as at FVTPL, reversal of expected credit loss on claim receivable from NHAI and reversal of provision for impairment of intangible asset (net).

Expenses

Our expenses consist of construction costs and cost of material consumed, operating expenses, employee benefits expense, finance costs, depreciation and amortization expense and other expenses.

- ***Construction cost and cost of material consumed:*** Construction cost and cost of material consumed comprise costs from consumption of material, expenses arising from changes in inventories of finished goods, work-in-progress and stock-in-trade, and costs arising of out construction costs.

- ***Operating expenses:*** Operating expenses comprise operation and maintenance expenses, provision for overlay expenses, utility shifting and cost of services expenses, expenses arising out of penalties for maintenance, and toll plaza expenses.

- ***Finance costs:*** Finance costs comprise interest on loans and debentures, finance charges, security trustee fees, finance charges on provision for overlay, others interests, expected credit loss on claims and receivables, and NHAI premium unwinding cost.

- ***Depreciation and amortization of expense:*** Depreciation and amortisation expense comprises depreciation of property, plant and equipment and amortisation of intangible assets.

Results of Operations

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Particulars	For the nine month period ended December 31, 2023	Percentage of Total Income	For the fiscal year ended March 31, 2023	Percentage of Total Income	For the fiscal year ended March 31, 2022	Percentage of Total Income	For the fiscal year ended March 31, 2021	Percentage of Total Income
Income								
Revenue from Operations	8,486.89	90.59%	9,940.48	81.44%	7,631.12	87.88%	7,387.22	34.68%
Other Income	881.38	9.41%	2,266.07	18.56%	1,052.55	12.12%	13,913.14	65.32%
Total Income (I+II)	**9,368.27**	**100.00%**	**12,206.55**	**100.00%**	**8,683.67**	**100.00%**	**21,300.36**	**100.00%**
Expenses								
Construction costs and Cost of material consumed	1,120.10	11.96%	641.78	5.26%	-	-	-	-
Operating Expenses	1,714.42	18.30%	3,044.23	24.94%	1,553.59	17.89%	1,756.82	8.25%
Employee benefits expense	-		-		-	-	-	-
Finance Costs	4,632.67	49.45%	6,727.54	55.11%	4,102.08	47.24%	3,522.09	16.54%
Depreciation and Amortisation Expense	2,153.45	22.99%	2,609.70	21.38%	1,958.71	22.56%	1,476.97	6.93%
Other Expenses	123.19	1.31%	647.78	5.31%	161.28	1.86%	521.91	2.45%
Total Expenses	**9,743.83**	**104.01%**	**13,671.03**	**112.00%**	**7,775.66**	**89.54%**	**7,277.79**	**34.17%**
Profit / (Loss) Before Tax	**(375.56)**	**(4.01%)**	**(1,464.48)**	**(12.00%)**	**908.01**	**10.46%**	**14,022.57**	**65.83%**
Share of Profit/ (Loss) of Joint Ventures (Net of Provision)	-		-		-		-	
Profit / (Loss) Before Exceptional Items and Tax	**(375.56)**	**(4.01%)**	**(1,464.48)**	**(12.00%)**	**908.01**	**10.46%**	**14,022.57**	**65.83%**
Exceptional Items	-		-					
Profit / (Loss) Before Tax (VII + VIII)	**(375.56)**	**(4.01%)**	**(1,464.48)**	**(12.00%)**	**908.01**	**10.46%**	**14,022.57**	**65.83%**
Less: Tax Expense								
Current Tax	-	-	0.00	0.00%	-		-	
Adjustment of Tax relating to earlier year	-	-	(369.67)	(3.03%)	-		-	
Deferred Tax	(51.44)	(0.55%)	36.71	0.30%	(87.86)	(1.01%)	(477.27)	(2.24%)
Total Tax Expenses	**(51.44)**	**(0.55%)**	**(332.96)**	**(2.73%)**	**(87.86)**	**(1.01%)**	**(477.27)**	**(2.24%)**
Profit / (Loss) After Tax (IX - X)	(324.12)	(3.46%)	(1,131.52)	(9.27%)	995.87	11.47%	14,499.84	68.07%
Total comprehensive income for the year attributable to non-controlling interests *	(59.79)	(0.64%)	(83.42)	(0.68%)	65.57	0.76%	496.05	2.33%
Total comprehensive income for the year attributable to owners of Project SPVs **	(264.33)	(2.82%)	(1,048.10)	(8.59%)	930.30	10.71%	14,003.79	65.74%
Other Comprehensive Income								

Particulars	For the nine month period ended December 31, 2023	Percentage of Total Income	For the fiscal year ended March 31, 2023	Percentage of Total Income	For the fiscal year ended March 31, 2022	Percentage of Total Income	For the fiscal year ended March 31, 2021	Percentage of Total Income
- Items that will not be reclassified to standalone statement of profit and loss	-		-					
- Income tax relating to items that will not be reclassified to standalone statement of profit and loss	-		-					
Total Comprehensive Income for the year :(XI + XII)	(324.12)	(3.46%)	(1,131.52)	(9.27%)	995.87	11.47%	14,499.84	68.07%
Total comprehensive income for the year attributable to non-controlling interests *	(59.79)	(0.64%)	(83.42)	(0.68%)	65.57	0.76%	496.05	2.33%
Total comprehensive income for the year attributable to owners of Project SPVs**	(264.33)	(2.82%)	(1,048.10)	(8.59%)	930.30	10.71%	14,003.79	65.74%
Earnings per Unit (of ₹100/- each)***								
(1) Basic (In Rupees)	[●]		[●]		[●]		[●]	
(2) Diluted (In Rupees)	[●]		[●]		[●]		[●]	

** This represents the share of profits attributable to the shareholders of the SPVs who have not agreed to exchange their shares in the SPVs for Units of Trust and will not become the unitholders of the Trust.*

*** This represents the share of profits attributable to the shareholders of the SPVs / who have agreed to exchange their shares in the SPVs for Units of the Trust and are proposed to become the unitholders of the Trust.*

****The Trust has acquired five SPVs against which 374,395,952 Units have been issued against assignment of debt to respective creditors and purchase of shares to respective shareholders since financial year 2021-22. The Trust is in process of acquiring an additional SPV viz. BAEL for which certain approvals are currently pending. Units to be issued for assignment of debt to creditors of BAEL is subject to certain adjustments as provided under the agreed form deed of assignment and subject to board approval of Roadstar Investment Managers Limited and IL&FS Transportation Networks Limited. Therefore, the number of units to be issued for transfer of BAEL to the Trust is currently unascertainable. As a result, disclosures related to Earnings per Unit have not been included in these combined financial statements and will be disclosed in the final placement memorandum*

Nine month period ended December 31, 2023

Total Income

Our total income for the nine month period ended December 31, 2023 was ₹9,368.27 million.

Revenue from operations

Our revenue from operations for the nine month period ended December 31, 2023 was ₹8,486.89 million, on account of toll revenue of ₹6,733.84 million, recognition of construction income of ₹1,174.73 million and finance income, operation and maintenance income and overlay income pursuant to Ind AS 115 aggregating to ₹578.32 million

Other income

Other income for the nine month period ended December 31, 2023 was ₹881.38 million, primarily on account of interest income on financial assets at amortised cost and interest income on safeguard duty receivables.

Total expenses

Total expenses for the nine month period ended December 31, 2023 were ₹9,743.83 million, primarily on account of construction contract costs, operating expenses, depreciation and amortization expense, financial costs and other expenses.

Construction costs and cost of material consumed

Construction costs and cost of material consumed for the nine month period ended December 31, 2023 were ₹1,120.10 million. This was primarily due to construction work undertaken for BAEL.

Operating Expenses

Operating expenses for the nine month period ended December 31, 2023 were ₹1,714.42 million.

Employee Benefits Expenses

Employee benefit expenses were nil for the nine month period ended December 31, 2023.

Finance costs

Finance costs for the nine month period ended December 31, 2023 were ₹4,632.67 million, primarily attributable to interest on loans for fixed period, interest on debentures, finance charges on provision for overlay and unwinding cost of NHAI premium.

Depreciation and amortisation expense

Depreciation and amortization for the nine month period ended December 31, 2023 were ₹2,153.45 million.

Other expenses

Other expenses for the nine month period ended December 31, 2023 were ₹123.19 million, primarily on account of legal and consultation fees, deputation cost, modification loss on financial asset and corporate social responsibility expenses.

Tax Expenses

Tax expenses for the nine month period ended December 31, 2023 were ₹51.44 million, primarily on account of deferred tax.

Loss before exceptional items and tax

As a result of the factors outlined above, our loss before exceptional items and tax for the nine month period ended December 31, 2023 was ₹375.56 million.

Total comprehensive loss for the year

As a result of the factors outlined above, our loss for the nine month period ended December 31, 2023 was ₹324.12 million.

Comparison of fiscal years ended March 31, 2022 and 2023

Total Income

Total income increased by 40.57% from ₹8,683.67 million for the fiscal year ended March 31, 2022 to ₹12,206.55 million in fiscal year ended March 31, 2023. This was primarily due to an increase in toll revenue, recommencement of construction activities in BAEL and write back of excess provisions.

Revenue from operations

Revenue from operations increased by 30.26% from ₹7,631.12 million in the fiscal year ended March 31, 2022 to ₹9,940.48 million in the fiscal year ended March 31, 2023. This was primarily due to an increase in toll revenue from ₹6,895.36 million in the fiscal year ended March 31, 2022 to ₹8,471.81 million in the fiscal year ended March 31, 2023, recognition of construction income of ₹679.65 million in fiscal year ended March 31, 2023 and which was partially offset by a decrease in finance income from ₹581.61 million in the fiscal year ended March 31, 2022 to ₹498.26 million in the fiscal year ended March 31, 2023.

Other Income

Other income increased by 115.29% from ₹1,052.55 million in the fiscal year ended March 31, 2022 to ₹2,266.07 million in the fiscal year ended March 31, 2023. This was primarily due to write back of excess provisions of ₹1,283.30 million.

Total Expenses

Total expenses increased by 75.82% from ₹7,775.66 million in the fiscal year ended March 31, 2022 to ₹13,671.03 million in the fiscal year ended March 31, 2023. This was primarily due to a significant increase in provisions for overlay expenses, increase in interest cost and increase in depreciation and amortization expenses.

Construction costs and cost of material consumed

There were no construction costs and cost of material consumed in the fiscal year ended March 31, 2022. Construction costs and cost of material consumed were ₹641.78 million in the fiscal year ended March 31, 2023, on account of recommencement of construction activity in BAEL.

Operating expenses

Operating expenses increased by 95.95% from ₹1,553.59 million in the fiscal year ended March 31, 2022 to ₹3,044.23 million in the fiscal year ended March 31, 2023.

Employee benefits expenses

Employee benefit expenses were nil for the fiscal year ended March 31, 2022 and remained nil in the Fiscal year ended March 31, 2023.

Finance Costs

Finance costs increased by 64.00% from ₹4,102.08 million in the fiscal year ended March 31, 2022 to ₹6,727.54 million in the fiscal year ended March 31, 2023. This was primarily due to recognition of interest cost in HREL and PSRDCL (for senior lenders) with effect from April 1, 2021 in the fiscal year ended March 31, 2023.

Depreciation and amortisation expense

Depreciation and amortization expenses increased by 33.24% from ₹1958.71 million in the fiscal year ended March 31, 2022 to ₹2,609.70 million in the fiscal year ended March 31, 2023. This was primarily due to increase in amortisation of intangible assets.

Other expenses

Other expenses increased by 301.65% from ₹161.28 million in the fiscal year ended March 31, 2022 to ₹647.78 million in the fiscal year ended March 31, 2023. This was primarily due to modification loss on financial assets and provision for doubtful and bad debts.

Profit before exceptional items and tax

As a result of the above outlined factors, our profit before exceptional items and tax decreased by 261.28% from profit of ₹908.01 million in the fiscal year ended March 31, 2022 to a loss of ₹1,464.48 million in the fiscal year ended March 31, 2023.

Tax expenses

Tax expenses increased by 278.97% from ₹87.86 million in the fiscal year ended March 31, 2022 to ₹332.96 million in the fiscal year ended March 31, 2023. This was primarily due to adjustment of tax pertaining to previous year, since no notice was received for the fiscal year ended March 31, 2017 for BAEL, and the assessment for the fiscal year ended March 31, 2018 had been concluded, therefore the excess tax provision was reversed during the fiscal year ended March 31, 2023.

Total comprehensive income for the year

As a result of the factors outlined above, total comprehensive income for the year decreased from ₹995.87 million in the fiscal year ended March 31, 2022 to losses of ₹1,131.52 million in the fiscal year ended March 31, 2023.

Comparison of fiscal years ended March 31, 2021 and 2022

Income

Total income decreased by 59.32% from ₹21,300.36 million for the fiscal year ended March 31, 2021 to ₹8,683.67 million in fiscal year ended March 31, 2022. This was primarily due to a decrease in reversal of provision for impairment of intangible asset (net).

Revenue from operations

Revenue from operations increased by 3.30% from ₹7,387.22 million in the fiscal year ended March 31, 2021 to ₹7,631.12 million in the fiscal year ended March 31, 2022. This was primarily due to an increase in toll revenue from ₹6,461.62 million in the fiscal year ended March 31, 2021 to ₹6,895.36 million in the fiscal year ended March 31, 2022, which was partially offset by a decrease in overlay income from ₹229.88 million in the fiscal year ended March 31, 2021 to ₹80.58 million in the fiscal year ended March 31, 2022 and decrease in finance income from ₹612.79 million in the fiscal year ended March 31, 2021 to ₹581.61 million in the fiscal year ended March 31, 2022.

Other Income

Other income decreased by 92.43% from ₹13,913.14 million in the fiscal year ended March 31, 2021 to ₹1,052.55 million in the fiscal year ended March 31, 2022. This was due to a decrease in reversal of provision for impairment of intangible asset (net).

Expenses

Total expenses increased by 6.84% from ₹7,277.79 million in the fiscal year ended March 31, 2021 to ₹7,775.66 million in the fiscal year ended March 31, 2022. This was primarily due to a significant increase in finance costs and depreciation which is partly offset by decrease in operating expenses.

Construction costs and cost of material consumed

There were no construction costs or costs in relation to materials consumed in the fiscal year ended March 31, 2021 or the fiscal year ended March 31, 2022.

Operating expenses

Operating expenses decreased by 11.57% from ₹1,756,82 million in the fiscal year ended March 31, 2021 to ₹1,553.59 million in the fiscal year ended March 31, 2022.

Employee benefits expenses

Employee benefit expenses were nil for the fiscal year ended March 31, 2021 and remains nil in the Fiscal year ended March 31, 2022.

Finance Costs

Finance costs increased by 16.47% from ₹3,522.09 million in the fiscal year ended March 31, 2021 to ₹4,102.08 million in the fiscal year ended March 31, 2022. This was primarily due to recognition of interest cost effective since April 1, 2021 for SBHL during the fiscal year ended March 31, 2022.

Depreciation and amortization expense

Depreciation and amortization expenses increased by 32.62% from ₹1,476.97 million in the fiscal year ended March 31, 2021 to ₹1,958.71 million in the fiscal year ended March 31, 2022. This was primarily due to amortisation of intangible assets post reversal of provision for impairment during fiscal year ended March 31, 2021.

Other expenses
Other expenses decreased by 69.10% from ₹521.91 million in the fiscal year ended March 31, 2021 to ₹161.28 million in the fiscal year ended March 31, 2022. This was primarily due to a decrease in damages paid and negative changes of scope from ₹288.78 million in the fiscal year ended March 31, 2021 to ₹31.08 million in the fiscal year ended March 31, 2022 and recognition of modification loss of ₹87.22 million during fiscal year ended March 31, 2021.

Profit before exceptional items and tax

As a result of the above outlined factors, our profit before exceptional items and tax decreased by 93.52% from ₹14,022.57 million in the fiscal year ended March 31, 2021 to ₹908.01 million in the fiscal year ended March 31, 2022.

Tax expenses

Tax expenses decreased by 81.59% from ₹477.27 million in the fiscal year ended March 31, 2021 to ₹87.86 million in the fiscal year ended March 31, 2022. This was primarily due to adjustment deferred tax.

Total Comprehensive Income for the year

As a result of the factors outlined above, total comprehensive income for the year decreased from ₹14,499.84 million in the fiscal year ended March 31, 2021 to ₹995.87 million in the fiscal year ended March 31, 2022.

Liquidity and Capital Resources

Our main sources of liquidity are cash flow from operating activities, investing activities and financing activities.

Our main liquidity requirements are primarily for routine operations, maintenance expenses, capital expenditure and servicing of debt.

As of December 31, 2023, our cash and cash equivalents totaled ₹1,381.35 million and bank balances other than cash and cash equivalents totaled ₹10,739.80 million. As of December 31, 2023, our total current liabilities were ₹21,190.83 million.

Cash flows

(in ₹ million)

Particulars	Fiscal year ended March 31			Nine month period ended December 31, 2023
	2021	2022	2023	
Net cash generated/(used) in operating activities	5,272.14	6,945.96	9,148.39	6,276.08
Net cash generated/(used) in investing activities	(3,095.57)	(7,643.01)	(85.89)	318.75
Net cash generated/ (used) in financing activities	(2,951.61)	(2,444.18)	(8,049.18)	(7,170.45)
Cash and cash equivalents at the end of the period	**4,084.58**	**943.35**	**1,956.67**	**1,381.35**

Net cash generated from operating activities

Net cash generated from operating activities for the nine month period ended December 31, 2023 was ₹6,276.08 million, primarily arising out of positive working capital and increase in operations of the Project SPVs.

Net cash generated from operating activities for the fiscal year ended March 31, 2023 was ₹9,148.39 million, primarily arising out of positive working capital and increase in operations of the Project SPVs.

Net cash generated from operating activities for the fiscal year ended March 31, 2022 was ₹6,945.96 million, primarily arising out of positive working capital and increase in operations of the Project SPVs.

Net cash generated from operating activities for the fiscal year ended March 31, 2021 was ₹5,272.14 million, primarily arising out of positive working capital and increase in operations of the Project SPVs.

Investing Activities

Net cash generated from investing activities for the nine month period ended December 31, 2023 was ₹318.75 million.

Net cash used in investing activities for the fiscal year ended March 31, 2023 was ₹85.89 million.

Net cash used in investing activities for the fiscal year ended March 31, 2022 was ₹7,643.01 million

Net cash used in investing activities for the fiscal year ended March 31, 2021 was ₹3,095.57 million.

Financing Activities

Net cash used in financing activities for the nine month period ended December 31, 2023 was ₹7,170.45 million, primarily attributable to repayment of borrowings amounting to ₹ 2,511.38 million and movement in term loan borrowings ₹606.27 million.

Net cash used in financing activities for the fiscal year ended March 31, 2023 was ₹8,049.18 million, primarily attributable to finance costs paid amounting to ₹4,053.46 million and repayment of borrowings amounting to ₹3,995.72 million.

Net cash used in financing activities for the fiscal year ended March 31, 2022 was ₹2,444.18 million, primarily attributable to finance costs paid amounting to ₹2,282.30 million and repayment of borrowings amounting to ₹161.88 million.

Net cash used in financing activities for the fiscal year ended March 31, 2021 was ₹2,951.61 million, primarily attributable to finance costs paid amounting to ₹2,281.30 million, repayment of borrowings amounting to ₹60.09 million, movement in term loan borrowings ₹610.00 million

Indebtedness

Our borrowings consist of term loans taken from banks, secured optionally convertible debentures and unsecured optionally convertible debentures and non-convertible debentures. The table below sets forth further details on our current and non-current financing obligations that were outstanding as at December 31, 2023; March 31, 2023; March 31, 2022; and March 31, 2021:

(in ₹ million)

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Long-term	Short-term	Long-term	Short-term	Long-term	Short-term	Long-term	Short-term
Secured – at amortised cost								
(i) Bonds / Debentures								
(a) from Other parties	6,279.54	999.03	7,436.71	866.80	6,855.07	2,473.55	7,487.50	1,788.55
- from related parties	-	-	-	-	-	-		
(ii) Term Loans								
- from Banks	16,520.17	1,643.99	16,973.55	2,698.45	14,009.79	7,266.60	15,384.24	5,839.24
- from Financial Institutions	11,395.14	1,468.20	11,819.60	1,228.82	12,163.07	942.35	12,740.26	458.44
- from related parties	1,024.45	287.25	1,062.70	249.00	1,323.74	198.00	1,419.74	102.00
Unsecured – at amortised cost								
(i) Bonds / Debentures								
- from Other parties	975.04	95.43	-	244.06	-	-	-	-
- from related parties	7,480.06	14.26	-	-	-	-	-	-
- from Banks								
- from Financial Institutions								
(i) Term Loans								
- from Other parties	-	299.14	-	299.14	-	299.14	-	290.00
- from related parties	23,865.48	1 ,376.18	28,765.31	2,976.67	19,718.03	12,045.49	17,753.29	11,789.89
- from Financial Institutions	292.79	27.25	314.93	88.83	-	1,000.00	-	1,000.00
- from banks	1 35.70	1 1.08	144.00	40.62	-	450.12	-	644.24
Less: Unamortised borrowing cost	(198.73)	(0.46)	(198.73)	(0.46)	(198.73)	(0.46)	(198.73)	(0.46)
Less: Deemed Equity	(184.02)	-	(184.02)	-	(184.02)		(184.02)	-
Total	**67,585.62**	**6,221.35**	**66,134.05**	**8,691.93**	**53,686.95**	**24,674.79**	**54,402.28**	**21,911.90**

As at December 31 2023, the Project SPVs' total borrowings (secured and unsecured) was ₹73,806.97 million, consisting of unsecured borrowings of ₹34,189.20 million and secured borrowings of ₹39,617.77 million. As at March 31, 2023, the Project SPVs' total borrowings (secured and unsecured), was ₹74,825.98 million, consisting of unsecured borrowings of ₹32,490.35 million and secured borrowings of ₹42,335.63 million. Of the total borrowing as at December 31, 2023, ₹25,922.35 million is borrowing in the Project SPVs from the Trust and in respect of BAEL, an additional ₹[●] would be assigned to the Trust in accordance with the Deed of Assignment. Most of the Project SPVs' financing arrangements are secured by their movable and immovable assets, including charges on their equipment and intangible assets relating to financial assets relating to their respective projects.

Capital Expenditure

Historically, our capital expenditure requirements have principally consisted of construction cost and related expenses during development of intangible assets and periodic major maintenance expenses.

Our capital expenditures in the nine month period ended December 31, 2023 and the fiscal years ended March 31, 2023, March 31, 2022 and March 31, 2021 totalled ₹1,853.61 million, ₹2,158.87 million, ₹178.15 million and ₹65.48 million, respectively. Historically, our capital expenditure needs have been financed through a combination of the cash flow generated by our operations, debentures from related parties and debt financing from banks and financial institutions.

Sufficiency of Working Capital

The Investment Manager confirms that the Trust has the ability to meet its working capital requirements for at least 12 months from the date of this Draft Placement Memorandum.

Related Party Transactions

We have in the past engaged, and in the future may engage, in related party transactions. For a description of our related party transactions, see the section entitled "*Related Party Transactions*" on page 300.

Historical and planned capital expenditure

Other than in the ordinary course of business and expenses incurred due to certain regulatory requirements, we do not anticipate any further capital expenditures for the Project SPVs as at December 31, 2023.

Seasonality

Traffic volume tends to decrease during the monsoon season and conversely tends to increase during holiday seasons. While the northern parts of India experience monsoon rains during the period from June or July until September or October every year, the southern parts of India, especially coastal parts of Andhra Pradesh, experience monsoon rains even during the months of October to December. The monsoon season may also restrict our ability to carry on activities related to its operation and maintenance of toll roads.

Unusual or Infrequent Events or Transactions

Except as described in this Draft Placement Memorandum, there have been no events or transactions to our knowledge which may be described as "unusual" or "infrequent".

Off-Balance Sheet Arrangements

We did not have any material off-balance sheet arrangements during the fiscal periods presented.

Quantitative and Qualitative Information on Market Risks

We are exposed to various financial risks. These risks are primarily categorised into credit risk, liquidity risk and market risk.

Credit Risk

Credit risk is the risk that a counter party will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Project SPVs is exposed to credit risk from its investing activities including deposits with banks and other financial instruments. As at December 31, 2023, the credit risk is considered low since, the investment is in the form of deposits with the bank, which are considered to have high degree of safety.

Liquidity Risk

Liquidity risk arises from the Project SPVs' inability to meet its cash flow commitments on time. Project SPVs' objective is to, at all times, maintain optimum level of liquidity to meet its cash and collateral requirements. The Project SPVs closely monitors its liquidity position and deploys a disciplined cash management system. Project SPVs' liquidity is managed centrally with operating units forecasting their cash and liquidity requirements. Treasury pools the cash surplus from across the different operating units and then arranges to either fund the net deficit or invest the net surplus in the market.

The Project SPVs manage liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by continuously monitoring forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. The endeavour of The Project SPVs is to constantly improve the ratio of short term to long term maturity profile so as to minimise the risk of having to refinance the borrowing at regular short intervals.

Market Risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: interest rate risk, currency risk and other price risk, such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits.

There has been no change to the Project SPVs' exposure to market risks or the manner in which these risks are managed and measured.

Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Project SPVs exposure to the risk of changes in market interest rates relates primarily to the Project SPVs long-term debt obligations with floating interest rates.

The Project SPVs manage their interest rate risk by having a balanced portfolio of fixed and variable rate borrowings. The interest rate risk exposure is mainly from changes in fixed and floating interest rates. The interest rate are disclosed in the respective notes to the financial statement of the Project SPVs.

Price Risk

The Project SPVs exposure to price risk arises from investments held and classified in the Combined Balance Sheet at fair value through profit or loss. To manage the price risk arising from investments, the Project SPVs diversify their portfolio of assets.

Foreign Currency Risk

Foreign currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Project SPVs do not have any foreign currency exposure.

Other price risks

The Project SPVs are exposed to equity price risks arising from equity investments which is not material. For further information, please see the section "*Audited Special Purpose Combined Financial Statements*" on page 393.

Significant developments since December 31, 2023

Except as disclosed above and elsewhere in this Draft Placement Memorandum, to our knowledge no circumstances have arisen since December 31, 2023, that could materially and adversely affect or are likely to affect, our operations, trading or profitability, or the value of our assets or our ability to pay our material liabilities within the next 12 months.

RELATED PARTY TRANSACTIONS

In terms of Regulation 2(1)(zv) of the InvIT Regulations, a related party shall be as defined as under the Companies Act, 2013 or under the applicable accounting standards and shall also include: (i) Parties to the Trust; and (ii) promoters, directors, and partners of the Parties to the Trust. Further, related parties also include such persons and entities as defined in terms of the applicable accounting standards, being Ind AS 24 on "*Related Party Disclosures*" ("**Related Parties**") in relation to related party transactions for the financial years ended March 31, 2023, March 31 2022 and March 31, 2021 as per Ind AS 24. For further details in relation to related party transactions, please see the section "*Audited Special Purpose Combined Financial Statements*" on page 393. The Parties to the Trust, may, from time to time, enter into related party transactions, in accordance with applicable law.

Procedure for dealing with Related Party Transactions

To ensure proper approval, supervision and reporting of the transactions between the Trust and its Related Parties, the IM Board has adopted the policy in relation to related party transactions and conflict of interests ("**RPT Policy**"), pursuant to its resolution dated January 25, 2024, to regulate the transactions between the Trust and its Related Parties. The key terms of the RPT Policy are provided below:

RPT Policy

A brief description of the RPT Policy is as follows:

The RPT Policy is adopted to regulate the transactions of the Trust with its Related Parties (as defined below), based on the laws and regulations applicable to the Trust and best practices.

"Related Party of the Trust"/ "Related Parties" shall be defined under the Companies Act, 2013, as amended or under applicable accounting standards and shall also include (a) the Sponsor and its sponsor group (as defined under the InvIT Regulations), the Investment Manager, the Project Manager and the Trustee; and (b) any promoters, directors and partners of persons mentioned in (a) above.

A. Some other key definitions in the RPT Policy are as below:

a) "**Act**" means the Companies Act, 2013, as amended.

b) "**Associate**" of any person shall have the meaning ascribed to such term under the InvIT Regulations.

c) "**Audit Committee**" means the audit committee constituted by the Board pursuant to Section 177 of the Act and in compliance with the applicable provisions of the InvIT Regulations.

d) "**Board**" means the board of directors of Roadstar Investment Managers Limited.

e) "**Director**" means a director on the Board.

f) "**Investment Manager**" means Roadstar Investment Managers Limited, the investment manager of the Trust.

g) "**Project Manager**" means Elsamex Maintenance Services Limited, the project manager of the Trust.

h) **"Related Party Transactions"** shall mean any transactions between the Trust and any Related Party of the Trust. Further, any transaction between the Trust and one or more infrastructure investment trusts having a common investment manager or sponsor, or a transaction where any of the Investment Manager or the sponsor is an associate of the investment manager or sponsor of the other infrastructure investment trust(s), shall be deemed to be related party transactions for such parties.

i) "**Sponsor**" shall mean Roadstar Infra Private Limited, the sponsor of the Trust.

j) "**SPV**" shall have the meaning ascribed to such term under the InvIT Regulations.

k) "**Trustee**" means Axis Trustee Services Limited, the trustee to the Trust.

l) "**Unit**" shall mean an undivided beneficial interest of the InvIT, and such Units together represent the entire beneficial interest of the InvIT.

m) "**Unitholder**" means any person who owns Units of the Trust.

B. Objectives of the RPT Policy

a) The objective of the RPT Policy is to ensure proper approval, supervision and reporting of the transactions between the Trust and its Related Parties.

b) In accordance with the InvIT Regulations, the Investment Manager will ensure that all future Related Party Transactions shall be:

(i) on an arm's length basis;
(ii) in accordance with the relevant accounting standards;
(iii) in the best interest of the Unitholders;
(iv) consistent with the strategy and investment objectives of the Trust; and
(v) in compliance with applicable law.

C. Review and approval

a) The Investment Manager will ensure that an approval from the Unitholders shall be obtained prior to entering into any transaction after the initial public offer, with any Related Party, in accordance with Regulation 22 of the InvIT Regulations:

(i) if the total value of all the Related Party Transactions entered in a financial year, pertaining to acquisition or sale of assets, whether directly or through an SPV, or investments into securities, exceeds 5% of the value of the assets of the Trust or any other threshold prescribed by the InvIT Regulations,

(ii) if the value of the funds borrowed from Related Parties exceeds 5% of the total consolidated borrowings of the Trust and the SPVs, or any other threshold prescribed by the InvIT Regulations.

b) As a general rule, the Investment Manager must demonstrate to the Board that future Related Party Transactions satisfy the criteria set out in Paragraph B above at the time of recommending the same for the approval of the Board.

c) The Investment Manager will maintain a register to record all Related Party Transactions entered into by the Trust and the basis on which they are entered into.

d) The Investment Manager will establish an internal control system so as to ensure that all future Related Party Transactions are compliant with the InvIT Regulations and applicable accounting standards. The Investment Manager shall also ensure compliance with any additional guidelines issued in this regard by SEBI and other relevant regulatory, statutory or governmental authorities from time to time.

e) In addition to any other requirement that may be prescribed in terms of the InvIT Regulations or other applicable laws, all Related Party Transactions to be entered into will be reviewed, approved and/or ratified by the Audit Committee.

f) The Audit Committee may grant omnibus approval for Related Party Transactions. Each such omnibus approval shall be valid for a period not exceeding one year from the date of such approval, and Related Party Transactions undertaken after the expiry of such period shall require fresh approval of the Audit Committee. The Audit Committee shall review, on a periodic basis, the details of Related Party Transactions entered into by the Trust pursuant to the omnibus approval.

g) The Board shall review at least quarterly in each financial year the Related Party Transactions entered into during such quarter to ascertain that the guidelines and procedures established to monitor the Related Party Transactions have been complied with. The review by the Board may include the examination of the nature of the transaction and its supporting documents or such other data as may be deemed necessary by the Board.

h) While considering a Related Party Transaction, any director on the Board who has a potential interest in any Related Party Transaction will recuse himself or herself and abstain from discussion, review and voting on the Related Party Transaction. Further, while considering voting on a Related Party Transaction which requires approval of the Unitholders, voting by any person who is a related party in such transaction as well as associate of such person(s) shall not be considered on the specific issue.

i) The Investment Manager shall ensure that the profits from Related Party Transactions have arisen from legitimate business transactions.

D. Disclosure and Reporting

a) The Investment Manager shall submit to the Trustee, quarterly reports on the activities of the Trust, including the status of compliance with the requirements specified under the InvIT Regulations in relation to Related Party Transactions, within such time as may be prescribed in the InvIT Regulations and applicable law.

b) Related Party Transactions shall be disclosed: (a) in the placement memorandum with respect to any such transactions entered into prior to the offer of units and any such proposed transactions subsequent to the offer; and (b) to the stock exchanges and the Unitholders periodically, in accordance with the InvIT Regulations and the agreements to be entered into with the stock exchanges in relation to the listing of the Units. The Investment Manager shall adequately disclose the details of any fees or commissions received or to be received by such Related Party(ies), with respect to any Related Party Transaction, to the stock exchanges.

c) If any Related Party has an interest in the business which competes or is likely to compete (directly or indirectly) with the activities of the Trust, the placement memorandum shall disclose: (a) details of such business including an explanation as to how such business shall compete with the Trust, (b) a declaration that Related Party shall perform its duty in relation to the Trust independent of its related business, (c) declaration as to whether acquisition of such business by the Trust is intended and its details, if applicable.

d) In accordance with the InvIT Regulations, the annual report to be submitted by the Investment Manager to all Unitholders, electronically or by physical copies, and to the stock exchanges within three months from the end of the financial year, shall contain, *inter alia*, details of all Related Party Transactions during the year, value of which exceeds 5.00% of value of the Trust Assets; and details of monies lent by the Trust to the SPV it has investment in.

E. The Board may specify any additional guidelines with respect to Related Party Transactions in compliance with applicable law, as it deems fit.

F. Notwithstanding the above, this RPT Policy will stand amended to the extent of any change in applicable law, including any amendment to the InvIT Regulations, without any action from the Investment Manager or approval of the Unitholders of the Trust.

Related Party Transactions

Acquisition of the Project SPVs by the Trust

Share Purchase Agreements ("SPAs")

IL&FS Transportation Networks Limited (the "**Seller**"), the Trustee (acting on behalf of the Trust), the Investment Manager and each of the Project SPVs, except BAEL, have entered into an SPA by way of which, the Trust has purchased, and the relevant seller has sold, the entire issued, subscribed and paid-up share capital of the relevant

Project SPVs (except MBEL, wherein shareholding of 14.50% is currently held by ITNL) ("**Sale Shares**") (other than HREL and TRDCL, where the third-party shareholder will continue to hold certain percentage of the equity share capital, subject to compliance with the InvIT Regulations). Prior to the filing of the Placement Memorandum, an SPA is proposed to be entered into among each of BAEL and MBEL, and the Seller, the Trustee and the Investment Manager, by way of which, the Trust shall purchase, and the Seller shall sell, the (i) entire issued, subscribed and paid-up share capital of BAEL; and (ii) remaining shareholding of 14.50% of MBEL. Further, it is proposed that aforementioned transfers shall be completed prior to the filing of the Placement Memorandum. The key indicative terms of the SPAs are as follows:

Sale and purchase: The Seller agrees to sell and transfer the Sale Shares to the Trust and the Trust agrees to acquire the Sale Shares, free and clear of all set-off or counter claim or encumbrances, together with the rights, title, interest and benefits appertaining thereto, on the Closing Date (*as defined in the SPAs*). In consideration for the purchase of the Sale Shares, the Trust and Investment Manager hereby agrees to allot Units (the "**Consideration Units**") to the seller.

Conditions precedent: The obligation of the parties to proceed with the Closing (*as defined in the SPAs*) is conditional upon the fulfilment (or waiver) of each of the following conditions:

a. All necessary consents required to be obtained by the Seller ("**Seller Consents**") in connection with the completion of the Proposed Transaction (*as defined in the SPAs*), as set out in Schedule III of the SPA, have been obtained;

b. Save and except the IL&FS Group entities that are: (i) creditors of the Company (*as defined in the relevant SPAs*); and (ii) proposing to assign the receivables (owed to them by the Company) to the Trust in the manner described in the Company Receivables Assignment Deed (*as defined in the SPAs*), final sanction letters have been issued by the other financial creditors of the Company in a form and manner acceptable to the Trustee and Investment Manager in connection with the proposed restructuring of such financial debt of the Company which is outstanding on Closing Date;

c. Provision of the certified management accounts of the Company as of a date not earlier than fifteen days from (but excluding) the Closing Date;

d. The delivery of the Final Equity Value (*as defined in the SPAs*) by the Investment Manager to the other parties along with:

   (i) The valuation report based on which the Final SPV Value (*as defined in the SPAs*) and Final Equity Value have been determined; and

   (ii) A written confirmation on whether the Final Equity Value is lower or higher than the Initial Equity Value (*as defined in the SPAs*) (as set out in Clause 3 of the SPA) along with details of the difference between the Final Equity Value and the Initial Equity Value;

e. Written intimation by the Investment Manger on behalf of the Trust to the other parties of the face value of each Consideration Unit to be allotted to the Seller; and

f. Each Party (*as defined in the SPAs*)confirming to the other Party that: (i) there is no writ, judgement, injunction, decree, or similar order passed by any Indian Court restraining that Party from consummating or undertaking the actions to be taken by that Party from consummating or undertaking the actions to be taken by that Party on Closing; or (ii) where such judgement, injunction, decree, or similar order (referred to above) if passed, has been stayed.

Closing: The closing shall occur on such time and place and/or on date as the parties may mutually agree in writing. The date on which all the actions set out as set out in the 'Closing Actions' below are completed shall be referred to as the Closing Date.

Closing Actions: Subject to the terms and conditions of the SPAs, the parties undertake to comply with their respective obligations as specified under the SPAs below on the Closing date:

a. The Investment Manager (on behalf of the Trust) shall:

   (i) Undertake and execute corporate actions and forms for the issue and credit of the relevant number of Consideration Units to the Seller proportionate to its shareholding of the Sale Shares and cause the credit of (i) the Consideration Units proportionate to its respective shareholding of the Sale Shares to such designated account as notified by the Seller at the time of the Closing in accordance with Applicable Law (*as defined under the SPAs*) where the Final Equity Value is more than nil; or (ii) cash to the designated accounts of the Seller in terms of the SPAs where the Final Equity Value is negative or nil.

   (ii) Deliver irrevocable and unconditional instructions to the depository participant to credit such number of Consideration Units based on the Final Consideration (*as defined under the SPAs*) determined in terms of the SPAs to such designated account as notified by the Seller at the time of Closing, free and clear of any Encumbrances (*as defined under the SPAs*), as applicable;

   (iii) In order to meet the minimum number of shareholders required under the Companies Act, it shall designate and nominate, prior to or on the Closing Date by written intimation to the Seller and the Company (*as defined under the relevant SPAs*), the nominees of the Trust to purchase such number of Sale Shares as may be set out in such written intimation in order to satisfy the aforementioned requirement; and

   (iv) In consultation with the Trustee, appoint nominees of the Trust as additional directors on the board of directors of the Company in order to comply with requirement under Regulation 18(3)(b) of the InvIT Regulations and undertake all such corporate actions as may be necessary for such appointment.

b. Upon receipt of the Consideration Units in accordance with (a) above, the Seller shall undertake the actions below:

   (i) Deliver an irrevocable and unconditional delivery instruction slip to its depository participant, instructing the depository participant to transfer the Sale Shares held by it to the Trust Demat Account (*as defined under the SPAs*), free and clear of any Encumbrances;

   (ii) Procure that the relevant depository participant acknowledges such instructions and provide a copy of such acknowledgement to the Trust and the Investment Manager; and

   (iii) Do all such acts and deeds as may be required to procure the depository participant to transfer the Sale Shares to the relevant Trust Demat Account on the Closing Date.

c. Upon delivery of the relevant requisite documents as specified above the Company shall hold a meeting of its board of directors whereby a resolution noting the transfer of the Sale Shares from the Seller to the Trust shall be passed.

d. Notwithstanding anything contained to the contrary herein, no transaction or event set out in the SPA shall have been deemed to have been completed unless the transactions as contemplated in the Company Receivables Assignment Deed are completed.

Representations and Warranties: Each party to the SPAs declares, states, represents and warrants and affirms in respect of itself as of the date hereof and as of the Closing Date that:

a. It has been duly incorporated and validly exists under applicable law;

b. The execution and delivery by it of the SPAs and the performance by it of the obligations has been duly authorised by all necessary corporate action; and

c. The SPAs have been duly executed and delivered by each Party and constitutes legal, valid and binding obligations of such Party enforceable against the relevant Party in accordance with its terms.

d. The Seller (either individually and/or jointly as the case may be) is the owner of the relevant Sale Shares and has legal title to the relevant Sale Shares owned by the Seller.

e. The transfer of the Sale Shares to the Trust, upon receipt of the approval from the Hon'ble NCLT, shall be free and clear of all Encumbrances as on the Closing Date.

f. The Trust (acting through the Trustee) declare, represent, warrant and affirm in respect of itself as of the date hereof and as of the Closing Date that:

   (i) The execution of the SPAs by the Trust and the consummation of the Proposed Transaction does not and shall not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default under (whether with or without the passage of time, the giving of notice or both), or (c) result in a violation of, the Trust Documents.

   (ii) The Trust has complied with and is currently in compliance with all applicable laws.

   (iii) As on the date of the SPAs and the Closing Date, all Consents (as defined under the SPAs) (other than Seller Consents) required to be obtained for the execution and delivery of the SPA, in the country of its incorporation, have been obtained and are in full force and effect. As on the Closing Date, all Consents (other than Seller Consents) required to be obtained by the Trust for the performance of its obligations under the SPAs have been obtained and are in full force and effect, unless otherwise provided for in the SPAs.

g. That there are no proceedings pending or threatened (that the Trust is aware of) in writing, against or affecting the Trust in which it is sought to restrain or prohibit the Proposed Transaction, or that prohibits the Trust from, entering into the SPA or performing its obligations hereunder, including purchasing the Sale Shares.

h. The Parties irrevocably and unconditionally agree and acknowledge that the Sale Shares are being sold on an "as is where is" basis and "as is what is" basis and the parties make no representation or warranties other than the representations and warranties set out in the SPA, whether express, implied, oral, collateral statutory, customary or otherwise.

Termination: The SPAs shall be effective from the date of execution of the SPAs and shall continue to be valid and in full and effect for a period of nine months from the Execution Date (*as defined under the SPAs*) or such other period as may be agreed upon by mutual consent of the parties to the SPA.

Notwithstanding, the SPA may be terminated by mutual consent of the parties to the SPA in writing at any time. Termination of the SPA shall be without prejudice to the accrued rights and obligations of any of the parties to the SPA.

Deed of Assignments ("DOAs")

Each of the Project SPVs (except BAEL) has entered into separate deed of assignments with the Trustee (acting on behalf of the Trust) ("**Assignee Lender**"), the Investment Manager, ITNL and their respective lenders forming part of the IL&FS Group (ITNL and other respective lenders of the relevant Project SPVs referred to collectively as "**IL&FS Unitholders**" and such deeds "**Deed of Assignments**"). By way of such Deed of Assignments, the IL&FS Unitholders have received Units of the Trust as consideration for the transfer and assignment of the entire amount of receivables (as contemplated under the respective Deed of Assignment) due from the relevant Project SPVs, to the Assignee Lender. Please note that BAEL shall enter into such a Deed of Assignment prior to the filing of the Placement Memorandum.

Present and On-going Related Party Transactions

Related Party Transactions of the Trust in relation to the setting up of the Trust and this Unit Distribution

A number of present and on-going transactions with certain Related Parties have been, or will be, entered into in relation to the setting up of the Trust and the functioning of the Trust. The Trustee and the Investment Manager confirm that the following related party transactions have been, or shall be, entered into, on an arm's length basis in accordance with the relevant accounting standards, in the best interest of the Unitholders, consistent with:

(i). Trust Deed
Please see the section "*Parties to the Trust – Key Terms of the Trust Deed*" on page 99 for a description of the terms of the Trust Deed. The Trustee has received a sum ₹0.001 million towards the initial settlement of the Trust from the Sponsor.

(ii). Investment Management Agreement
Please see the section "*Parties to the Trust – Key Terms of the Investment Management Agreement*" on page 113 for a description of the terms of the Investment Management Agreement.

(iii). Project Implementation and Management Agreements
Please see the section "*Parties to the Trust – Key terms of the Project Implementation and Management Agreements*" on page 126 for a description of the terms of the Project Implementation and Management Agreements.

(iv). Share Purchase Agreement
Please see this section "*Related Party Transactions – Share Purchase Agreements*" on page 302 for a description of the terms of the Share Purchase Agreement to be entered into for the proposed acquisition of BAEL by the Trust.

Borrowings from Related Parties

Borrowings in the form of inter-corporate deposits, and other short term and subordinated loans were provided to certain Project SPVs. For details, please see the section "*Financial Indebtedness and Deferred Payments*" on page 254.

Potential Conflicts of Interest

The Investment Manager has established certain procedures to deal with conflict of interest issues. For further details on management of potential conflicts of interest, please see this section "*Related Party Transactions – Procedure for dealing with Related Party Transactions*" on page 300.

REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws currently in force in India, which are applicable to the business of the Project SPVs, and the Trust, in the road infrastructure sector. The information summarized in this section has been obtained from statutes, regulations, publications, and sector-specific policies available in the public domain. The description set out below is not exhaustive and is only intended to provide general information to Eligible Creditors, and is neither designed as, nor intended to substitute, professional legal advice and regulatory approvals. The interpretations, as provided hereinbelow, are subject to modification or clarification by subsequent legislative, judicial or administrative decisions. For information regarding regulatory approvals obtained by the Project SPVs and the Trust, please see the section "Regulatory Approvals" on page 317.

Regulatory Framework on Road Infrastructure

The regulatory framework in India in the highways sector, implemented on a public-private partnership ("**PPP**") basis, mainly derives its source from the primary legislations of National Highways Authority of India Act, 1988 (the "**NHAI Act**") and the National Highways Act, 1956 (the "**NH Act**") enacted by the Indian parliament, each as amended or supplemented.

The National Highways Act, 1956

The policy of the MoRTH, in implementing the NH Act, is to vest the MoRTH with the power to declare a national highway and for acquisition of land for this purpose. The GoI, by notification, can declare the intention to acquire any land for a 'public purpose' as envisaged by the law and such land can be used for building, maintenance, management and operation of the declared national highways throughout the country. The NH Act prescribes the procedure for such land acquisition. The procedure includes, *inter alia*, a declaration of an intention to acquire, entering and surveying such land, hearing of objections, a declaration of the acquisition and the power to take possession. The NH Act also provides for payment of compensation to owners and any other person whose right of enjoyment or ownership in the land has been affected. The NH Act vests MoRTH with the power to appoint a competent authority for the effective implementation of the NH Act and its policies. The said appointed authority retains the right and power to (a) survey, make any inspection, valuation or enquiry; (b) take levels; (c) dig or bore into sub-soil; (d) set out boundaries and intended lines of work; (e) mark such levels, boundaries and lines placing marks and cutting trenches; or (f) do such other acts or things as may be laid down by rules made in this behalf by that government.

All the notified national highways shall vest in the name of the Union and for the purposes, shall include all lands appurtenant thereto and all the bridges, culverts, tunnels and other enlisted constructions under the said NH Act. The Central Government shall assume the responsibility of maintaining and construction of national highways in proper condition in accordance to the law. The Central Government also retains the right to levy fee over the services and benefits rendered in relation to the use of such national highways.

The GoI is responsible for the development and maintenance of national highways. However, it may direct that such functions may also be exercised by the government of a state in which the highway is located or by any officer or authority subordinate to the GoI or to the state government. Further, the GoI has the power to enter into an agreement with any person for the development and maintenance of a part or whole of the highway. Such person would have the right to collect and retain fees at such rates as may be notified by the GoI and will also have the powers to regulate and control the traffic, for proper management of the highway, in accordance with the provisions of the Motor Vehicles Act, 1988, as amended. The GoI also has the power to make rules for carrying out the purposes of the NH Act.

The National Highways (Amendment) Act, 2017, entails the competent authority to issue reports to the Central Government in respect of any land (either acquired or proposed to be acquired) which is, either under incorrect revenue record or which is not required due to change in geometry or alignment of the construction, to issue order for the de-notification of such land from the acquisition for development and maintenance of the national highway. In pursuance of the foregoing amendment to the statute, the National Highways Rules, 1957, have been amended to ensure the exercise of the power under the NH Act. These rules provide for periodic regulatory compliance and reporting standards to be followed by the competent authority in reporting to the Central Government.

The National Highways Authority of India Act, 1988

The NHAI Act was enacted in pursuance of the powers of the Central Government for appointing a competent authority under the NH Act and provides for the constitution of an authority for the development, maintenance and management of national highways and for matters connected therewith or incidental thereto. In accordance with the NHAI Act, the GoI carries out development and maintenance of the national highways through NHAI. Subject to the provisions of the NHAI Act, the NHAI has the power to enter into and perform any contract necessary for the discharge of its functions. The NHAI has the power to acquire any land to discharge its functions, and such acquired land will be deemed to be land needed for a 'public purpose'. The NHAI Act prescribes a limit in relation to the value of the contracts that may be entered into by NHAI. However, the NHAI may enter into contracts exceeding the specified value, on obtaining prior approval of the GoI. The NHAI Act provides that the contracts for acquisition, sale, or lease of immovable property on behalf of the NHAI cannot exceed a term of 30 years unless previously approved by the GoI.

NHAI's objective is to ensure that all contract awards and procurements conform to the best industry practices with regard to transparency of process, adoption of bid criteria to ensure healthy competition in award of contracts. In accordance with the NHAI Act, the NHAI shall consist of a full time chairman, not more than 6 full time members and not more than 6 part time members who are being appointed by the Central Government.

In view of the challenging task of construction, development, and management of national highways being undertaken by NHAI, the Committee on Public Undertakings selected the subject "National Highways Authority of India (NHAI)" for comprehensive examination and report. National Highways Development Project ("**NHDP**") was launched in 1998 with the objective of developing roads of international standards which facilitate smooth flow of traffic. The NHDP envisages creation of roads with enhanced safety features, better riding surface, grade separator and other salient features.

As per the NHAI Works Manual, 2006, NHAI's function is to develop maintain and manage the national highways and any other highways vested in, or entrusted to it by the government. The sources of finance available to the NHAI include fund assistance from external funding agencies like the World Bank and the Asian Development Bank. NHAI's role encompasses involving the private sector in provision, maintenance, and operation of the national highways.

Financing of the NHDP

The GoI, under the Central Road and Infrastructure Fund Act, 2000 created a fund which is required to be utilized for the development and maintenance of national highways (the "**Central Road Fund**"). Section 18 of the NHAI Act also provides for the creation of a separate NHAI Fund. Any capital grant or aid received, loan taken, borrowing made, or any other sum received by the NHAI is credited to the NHAI Fund. Certain sources for financing of the NHDP are through dedicated accruals under the Central Road Fund by levy of cess on fuel as well as involving the private sector and encouraging public private partnerships. The NHDP is also financed through long-term external loans from the International Bank of Reconstruction and Development, the Asian Development Bank and the Japan Bank for International Cooperation as well as through tolling of roads for different projects undertaken by the NHAI.

Private Participation in NHDP

In an effort to attract private sector participation in the NHDP, the NHAI has issued model concession agreements ("**MCAs**") which have been formulated by Planning Commission of India or NITI Aayog and other departments of Central Government where a private entity, being the concessionaire, is, through an international competitive bidding ("**ICB**") process, awarded a concession (in form of a bundle of licenses) to build, own, operate and collect toll on a road for a specified period of time. The concession to develop highway projects is given by the NHAI or other governmental authorities under various models of PPP like:

(i) Build, Operate, Transfer (BOT)/ Design, Build, Finance, Operate and Transfer (DBFOT) – In this model, the entire designing, financing and construction is undertaken by the concessionaire at its own cost. The concessionaire is entitled to collect toll or receive annuity payments from the NHAI, as the case may be, during the concession period after the construction of the highway project. The bid for the project may either be selected basis the lowest grant wanted by the private developer from the NHAI or the highest premium the

private developer is willing to pay to NHAI, in the form of additional concession fee. The concessionaire at the end of the concession period transfers the highway project to the NHAI (free of charge and clear of all encumbrances). The concessionaire's investment in the highway project is recovered directly through user fees collected by way of tolls. Under the BOT model, the projects which are generally not viable based on toll revenue alone, the NHAI or the relevant governmental authority provides concessionaire with a capital grant upto certain percentage of the project cost to increase the viability of projects and the quantum of such grant is determined on a case to case basis. For certain projects with high traffic volumes, concessionaire also offers a negative grant (i.e., premium) to the NHAI.

(ii) Hybrid Annuity Model (HAM) – In this model, the NHAI or the relevant governmental authority invests 40% (forty percent) of the construction cost of the project in (five) equal instalments and the balance amount is infused by the private developer. The private developer recovers his investment in the form of annuity payments received by it over a period of 15 (fifteen) years. Additionally, there is no revenue risk for the private developer under HAM model because the toll is collected by the NHAI or relevant governmental authorities unlike the BOT model where the private developer collects it.

(iii) Toll, Operate and Transfer (TOT) – In this model, the road projects which are in operational phase are awarded by the NHAI or relevant governmental authorities to the concessionaire. The NHAI passes on the toll collection rights and operation and maintenance obligations to the concessionaire against payment of upfront concession fees quoted by the concessionaire as a part of the bidding process.

The bidding for the projects takes place in two stages as per the process provided below:

1. in the pre-qualification (RFQ) stage, the NHAI selects certain applicants on the basis of technical and financial expertise, prior experience in implementing similar projects and previous track record; and

2. in the bidding (RFP) stage, the NHAI invites financial bids from the pre-qualified applicants at the RFQ-stage on the basis of which the concession is awarded to the successful bidder by the NHAI for implementation of the project.

In accordance with the MCAs for projects above ₹1,000 million, the concessionaire meets the upfront cost and expenditure on annual maintenance and recovers the entire cost along with the interest from toll collections during the concession period. As per the 'Guidelines for Investment in Road Sector' issued by MoRTH in 2009, in order to increase the viability of projects, a capital grant of up to 40% of the project cost is provided by the NHAI or the GoI. The quantum of grant is determined on a case to case basis and typically constitutes the bid parameter in Build, Operate, Transfer ("**BOT**") projects which are generally not viable based on toll revenue alone. For certain projects with high traffic volumes, concessionaire also offers a negative grant (i.e., premium) to the NHAI. The concessionaire at the end of the concession period transfers the road back to the Government (free of charge and clear of all encumbrances). The concessionaire's investment in the road is recovered directly through user fees collected by way of tolls. As per the MCAs for annuity based projects, the concessionaire is required to meet the entire upfront cost (no grant is paid by the NHAI or the GoI) and the expenditure on annual maintenance for annuity based projects. The concessionaire recovers the entire investment through pre- determined annuity payments to be made by the NHAI or the GoI. Furthermore, MoRTH approved certain amendments to the model concession agreement, inter-alia, in relation to deferment of premium payments.

Exit Policy

The CCEA in May 2015 approved a comprehensive exit policy framework with the objective to mobilize funds in the market. In pursuance thereto, NHAI, *vide* Circular No. NHAI/1103/CGM(FA)/4/2015 dated June 9, 2015 permitted divestment of 100% equity by concessionaires/developers after two years of completion of construction to facilitate unlocking of funds for new infrastructure projects. The equity divested is required to be invested by promoters in new projects. This comprehensive exit policy framework is expected to harmonize certain conditions across all concessions signed prior to 2009 with the policy framework for post 2009 contracts which permit divestment of equity up to 100%, two years after completion of construction. In line with the spirit of quoted circular, the NHAI issued another circular

dated September 9, 2015 followed by the circular dated November 19, 2015, on the same subject, allowing the promoter to use the proceeds from the sale of divested equity of the concessionaire in one or more of the following:

(i). to reinvest in incomplete NHAI projects;
(ii). to reinvest any other highway projects;
(iii). any other power sector projects; or
(iv). to retire their debt to financial institutions in any other infrastructure projects.

Relaxation in the 'change in ownership' clause in Hybrid Annuity Model (HAM) projects

The MoRTH, *vide* circular dated November 10, 2020 and November 27, 2020, read along with the NHAI circular dated December 31, 2020, amended the MCAs in respect of project implemented under the HAM model, and permitted the selected bidder/consortium members, for the new as well as subsisting national highways project under the HAM-model, to dilute their equity six months after COD is achieved for the respective project.

Rationalized Compensation

The CCEA in November 2015 approved a policy for rationalized compensation to concessionaires for languishing national highway projects in BOT mode for delays that are not attributable to the concessionaires. Under the policy, the NHAI is authorized to allow an extension of the concession period for BOT (Toll) projects while keeping the original operation period unchanged. The NHAI has also been authorised to pay compensatory annuities to the concessionaire corresponding to the actual period of delay that is not attributable to the concessionaire upon successful completion of the project. In these cases, the construction period will be enhanced but the tenure of the concession will remain unchanged.

One Time Fund Infusion Scheme

The CCEA in October 2015 gave its approval to the NHAI for a one-time infusion of funds with the purpose of reviving and physically completing stalled projects in the advanced stages of completion. As per the policy, the amount of funds required in each case shall be approved by NHAI on a case to case basis.

Bidder Information

MoRTH has developed the Bidder Information Management System ("**BIMS**") to streamline the process of pre-qualification of bidders for EPC mode of contracts for all national highway works, with enhanced transparency and objectivity. BIMS works as a data base of bidder information that covers basic details, civil works experience, cash accruals and network, and annual turnover so that bidders' pre-qualification can be assessed based on evaluation parameters like threshold capacity and bid capacity from already stored data and the technical evaluation can be carried out in a faster manner.

Land Acquisition

While land is acquired for national highway projects under the NH Act, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (the "**Land Acquisition Act**") must also be complied with. MoRTH has issued comprehensive guidelines on land acquisition for national highways taking into account the applicability of the Land Acquisition Act.

Arbitral Awards

CCEA on August 31, 2016 approved various measures to revive the construction sector. An office memorandum dated September 5, 2016 was issued by the National Institute for Transforming India with certain proposals. On November 20, 2019, the CCEA approved certain proposals in relation to the arbitrations by or against government entities, for the effective implementation of the CCEA's decision on August 31, 2016 on its initiatives to revive the construction sector. Initially, the CCEA had approved the proposal that government agencies will be required to pay 75% of the arbitral award to the concessionaire against a bank guarantee, in cases where the award already announced is challenged. However, pursuant to a press release dated November 20, 2019, the CCEA approved, inter-alia, that where

a government entity has challenged an arbitral award, resultant of which the amount of the arbitral award has not been paid, 75% of such award will be paid by the government entity to the contractor or the concessionaire against a bank guarantee only for the said 75% and not for its interest component. In relation to interest payable to the government entity, if a subsequent court order required the refund of 75% of the amount, the payment of such amounts will be required to be made as per the court orders.

Applicable Rules

As per the NH Act and the NHAI Act, the Central Government is empowered to make rules in order to further the objects of NH Act and NHAI Act. In exercise of such power, the Central Government has framed certain rules which are, amongst others, as follows:

- The National Highways Rules, 1957, as amended;
- National Highways Authority of India (Budget, Accounts Audit, Investment of Funds and Powers to enter Premises) Rules, 1990, as amended;
- The National Highways Tribunal (Procedure for Appointment as Presiding Officer of the Tribunal) Rules, 2003, as amended;
- The National Highways Tribunal (Procedure) Rules 2003;
- National Highways Authority of India (The Term of Office and Other Conditions of Service of Members) Rules, 2003, as amended;
- The Central Road Fund (State Roads) Rules, 2007;
- The National Highways Tribunal (Financial and Administrative Powers) Rules, 2004;
- The National Highways Tribunal (Procedure for Investigation of Misbehaviour or Incapacity of Presiding Officer) Rules, 2003;
- The National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended;
- The Highway Administration Rules, 2004;
- The National Highways (Collection of Fees by any person for the use of Section of National Highways/Permanent Bridges/Temporary bridge on National Highways) Rules, 1997
- The National Highways (Fee For The Use Of National Highways and Permanent Bridge-Public Funded Project) Rules, 1997;
- The National Highways (Rate of Fee) Rules, 1997;
- Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and the rules framed thereunder, as amended;
- C.E.A. (Measures Relating to Safety and Electric Supply) Regulations, 2010;
- Central Electronical Authority (Measures Relating to Safety and Electric Supply) Regulations, 2020; and
- Indian Electricity Rules, 1956

Environmental Compliances and Regulations

Infrastructure projects must also ensure compliance with environmental legislations such as the Water (Prevention and Control of Pollution) Act, 1974 ("**Water Pollution Act**"), the Air (Prevention and Control of Pollution) Act, 1981 ("**Air Pollution Act**") and the Environment Protection Act, 1986, as amended ("**Environment Act**", together with the Water Pollution Act and the Air Pollution Act, the "**Environment Protection Acts**"). The Water Pollution Act aims to prevent and control water pollution. This legislation provides for the constitution of a central pollution control board ("**Central Pollution Control Board**" or "**CPCB**") at the Central level and state pollution control boards ("**State Pollution Control Boards**" or "**SPCBs**", together with the Central Pollution Control Board, the "**PCBs**") at the State levels. The functions of the CPCB includes, among other things, coordination of activities of the SPCBs, collecting data relating to water pollution and the measures devised for the prevention and control of water pollution and prescription of standards for streams or wells. The SPCBs are responsible for, among other things, the planning for programmes for prevention and control of pollution of streams and wells, collecting and disseminating information relating to water pollution and its prevention and control, inspection of sewage or trade effluents, works and plants for their treatment and to review the specifications and data relating to plants set up for treatment and purification of water, laying down or annulling the effluent standards for trade effluents and for the quality of the receiving waters, and laying down standards for treatment of trade effluents to be discharged. These authorities issue consent to establish and consent to operate which are to be required to be renewed periodically. These authorities also have the power of

search, seizure and investigation if the authorities are aware of or suspect violation of such regulations. This legislation prohibits any person from establishing any industry, operation or process or any treatment and disposal system, which is likely to discharge trade effluent into a stream, well or sewer, or bring into use any new or altered outlet for discharge of sewage, or begin to make any new discharge of sewage without taking prior consent of the SPCBs.

In context of the environmental compliances and regulations, the National Green Tribunal Act, 2010 (the "**NGT Act**") is an important legislation which provides for the establishment of a National Green Tribunal ("**NGT**") for the effective and expeditious disposal of cases relating to environmental protection and conservation of forests and other natural resources including enforcement of any legal right relating to environment and giving relief and compensation for damages to persons and property and for matters connected therewith or incidental thereto.

In accordance with the Forest (Conservation) Act, 1980, state governments are not permitted to make any order de-reserving any reserved forest or directing the use of forest land for a non-forest purpose, or assignment of any forest land through lease or otherwise to any private person or corporation without the approval of the GoI. The Ministry of Environment, Forest and Climate Change ("**MoEF**") mandates the Environment Impact Assessment ("**EIA**") must be conducted for specified projects. In the process, the MoEF receives proposals or the setting up of projects and assesses their impact on the environment before granting clearances to the projects.

The EIA Notification S.O. 1533, issued on September 14, 2006 (the "**EIA Notification**") as amended and amended from time to time, under the provisions of the Environment Protection Act, prescribes that new construction of specified projects require prior environmental clearance from the MoEF. The environment clearance must be obtained from MoEF according to the procedure specified in the EIA Notification. No construction work or preparation of land by the project management except for securing the land, relating to the setting up of a specified project can be undertaken until such clearance is obtained. Under the EIA Notification, the environmental clearance process for new projects consists of four stages – screening, scoping, public consultation and appraisal. After completion of public consultation, the applicant is required to make appropriate changes in the draft 'EIA Report' and the 'Environment Management Plan.' The final EIA Report has to be submitted to the concerned regulatory authority for appraisal. The regulatory authority is required to give its decision within 105 days of the receipt of the final EIA Report. The EIA Guidance Manual for Highways, 2010 explains the four stages of the environmental clearance process and the contents of the EIA Report required to be submitted by highway projects.

Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016

The Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, as amended, impose an obligation and duty on the owners and operators of any facility or industry with a capability to create hazardous materials to safely dispose of such material in transport and other means of collecting and storing. Each occupier and operator of any facility generating hazardous waste is required to obtain an approval from the relevant state pollution control board for collecting, storing and treating the hazardous waste.

Green Highways (Plantation, Transplantation, Beautification and Maintenance) Policy, 2015

In September 2015, MoRTH has launched Green Highways (Plantation, Transplantation, Beautification and Maintenance) Policy, 2015, which will require road developers to earmark 1% of a project's total cost for planting of trees and shrubs along the national highways. Under this policy, the maintenance of such plantations will be outsourced through a bidding process to plantation agencies. MoRTH/NHAI will appoint the authorized agency for empanelment of such plantation agencies.

Public Liability Insurance Act, 1991

The Public Liability Insurance Act, 1991 (the "**Public Liability Act**"), imposes liability on the owner or controller of hazardous substances for any damage arising out of an accident involving such hazardous substances. A list of 'hazardous substances' covered by the legislation has been enumerated by the GoI by way of a notification. The owner or handler is also required to take out an insurance policy insuring against liability under the legislation. The rules made under the Public Liability Act mandate that the employer has to contribute towards the Environment Relief Fund, a sum equal to the premium paid on the insurance policies. This amount is payable to the insurer.

Labour Laws and Other Regulations

The laws and regulations to employment that may be applicable to the Trust, the Investment Manager, the Sponsor, and the Project SPVs include the following:

- Factories Act, 1948;
- Contract Labour (Regulation and Abolition) Act, 1970;
- Payment of Bonus Act, 1965;
- Employees' State Insurance Act, 1948;
- Employees' Provident Funds and Miscellaneous Provisions Act, 1952;
- Payment of Gratuity Act, 1972;
- Shops and Commercial Establishments Acts, where applicable;
- Minimum Wages Act, 1948;
- Industrial Disputes Act, 1947;
- Employees' Compensation Act, 1923;
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;
- Child Labour (Prohibition and Regulation) Act, 1986; and
- Maternity Benefit Act, 1961.

The Occupational Safety, Health and Working Conditions Code, 2020 (enacted by the Parliament of India and assented to by the President of India on September 28, 2020) will come into force on such date as may be notified in the official gazette by the Central Government and different dates may be appointed for different provisions of the Occupational Safety, Health and Working Conditions Code, 2020. Once effective, it will subsume, amongst others, the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970.

The Code on Social Security, 2020 (enacted by the Parliament of India and assented to by the President of India on September 28, 2020) has been notified to the extent of Section 142 of the Code on Social Security, 2020 and will come into force in its entirety on such date as may be notified in the official gazette by the Central Government. Different dates may be appointed for different provisions of the Code on Social Security, 2020. Once effective, it will subsume, amongst others, the Employees' Compensation Act, 1923, the Employees' State Insurance Act, 1948, the Employee's Provident Fund and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1961 and the Payment of Gratuity Act, 1972.

The Code on Wages, 2019 (enacted by the parliament of India and assented to by the President of India on August 8, 2019) was notified in the official gazette by the Central Government on September 18, 2020 to the extent of the rules governing the constitution and functions of the central advisory board under the Code on Wages. Once notified and effective in its entirety, it will subsume the Equal Remuneration Act, 1976, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965 and the Payment of Wages Act, 1936. Further, multiple states have been issuing draft rules in relation to the same.

In addition to the above, various state shops and commercial establishments acts are also applicable to the Project SPVs.

Other applicable law

The Motor Vehicles Act, 1988

The development, maintenance and management as well as control of the National Highways are regulated by the NH Act and the NHAI Act. Under the Motor Vehicles Act, 1988, some powers have been delegated to the Transport Department of the State Governments.

Section 138 of the Motor Vehicles Act, 1988 further empowers the State Governments to make rules for the control of traffic, including for the purpose of the removal and the safe custody of vehicles including their loads which have broken down or which have been left standing or have been abandoned on roads; the installation and use of weighing devices; the maintenance and management of wayside amenities complexes; the exemption from all or any of the provisions of relating to fire brigade vehicles, ambulances and other special classes or descriptions of vehicle, subject

to such conditions as may be prescribed; the maintenance and management of parking places and stands and the fee, if any, which may be charged for their use; prohibiting the taking hold of or mounting of a motor vehicle in motion; prohibiting the use of foot-paths or pavements by motor vehicles, generally, the prevention of danger, injury or annoyance to the public or any person, or of danger or injury to property or of obstruction to traffic.

Motor Vehicles (Amendment) Act, 2019

The Motor Vehicles (Amendment) Act, 2019, is targeted towards bringing changes in the transport sector to encourage safer driving practices among Indian motor vehicle drivers. It proposes to create a National Road Safety Board, which has been notified by the MoRTH in September 2021. The National Road Safety Board shall be responsible for promoting road safety, innovation and adoption of new technology and for regulating traffic and motor vehicles.

Indian Trusts Act, 1882

The Indian Trusts Act, 1882 ("**Trusts Act**") governs all private trusts in India.

The Trusts Act sets out the purpose for which private trusts can be established, the manner in which they may be created, executed and extinguished. The person creating a trust under the Trusts Act is the author of such trust, the person to whom the author grants the power and authority to regulate the trust is the trustee and the persons for whose benefit such trust has been created are the beneficiaries of such trust. The Trust Act sets out the rights, duties, liabilities and powers of the trustees and the beneficiaries vis-a-vis the trust. The Trust has been settled in accordance with the provisions of the Trusts Act.

Control of National Highways (Land and Traffic) Act, 2002

The Control of National Highways (Land and Traffic) Act, 2002 (the "**Control of NH Act**") provides for control of land within national highways, right of way and traffic moving on national highways and also for removal of unauthorised occupation thereon.

In accordance with the provisions of the Control of NH Act, the Central Government has established Highway Administrations. Under the Control of NH Act, all land that forms part of a highway which vests in the Central Government, or that which does not already vest in the Central Government but has been acquired for the purpose of highways shall be deemed to be the property of the Central Government. The Control of NH Act prohibits any person from occupying any highway land or discharging any material through on such land without the permission of the Highway Administration or any officer authorised by such administration. The Control of NH Act permits the grant of lease and license for use of highway land for temporary use.

Indian Tolls Act, 1851

In accordance with the Indian Tolls Act, 1851 (the "**Tolls Act**"), the state governments have been vested with the power to levy tolls at such rates as they deem fit, to be levied upon any road or bridge, made or repaired at the expense of the Central or any state government. The tolls levied under the Tolls Act, are deemed to be 'public revenue' and the collection of tolls can be placed under any person the State governments' deem fit. Such persons are enjoined with the same responsibilities as if they were employed in the collection of land revenue. Further, all police officers are bound to assist the toll collectors when required in the implementation of the Tolls Act. The Tolls Act further gives power for recovery of toll and exempts certain category of people from payment of toll.

National Highways Fee (Determination of Rates and Collection) Rules, 2008

The National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the "**NH Fee Rules**"), regulates the collection of fee for the use of national highways. In accordance with the NH Fee Rules, the GoI may, by a notification, levy fee for use of any section of a national highway, permanent bridge, bypass or tunnel forming part of a national highway, as the case may be. However, the GoI may, by notification, exempt any section of a national highway, permanent bridge, bypass or tunnel constructed through a public funded project from levy of such fee.

The NH Fee Rules supersede the National Highways (Temporary Bridges) Rules, 1964, the National Highways (Collection of Fees by any Person for the Use of Section of National Highways/ Permanent Bridge/ Temporary Bridge on National Highways) Rules, 1997, the National Highways (Fees for the use of National Highways Section and Permanent Bridges Public Funded Project) Rules, 1997 and the National Highways (Rate of Fees) Rules, 1997 other than in respect of things done or omitted to be done under such rules prior to supersession. The NH Fee Rules do not apply to agreements and contracts executed or bids invited prior to the publication of such rules i.e. prior to December 5, 2008.

The collection of fee in case of a public funded project shall commence within 45 days from the date of completion of the project. The NH Fee Rules further provide for the base rate of fee applicable for the use of a section of the national highway for different categories of vehicles and the fees collected by the executing authority shall be remitted to the GoI. However, the GoI may, by notification, allow any or all of the executing authorities to appropriate the whole, or part of such fees for purposes as may be specified.

FASTag lanes on fee plazas is a policy initiative of the GoI in which there is an exclusive lane in the fee plaza for movement of vehicles fitted with FASTag. The FASTag is a device which is fitted on the front windscreen of vehicles to indicate online toll payment. The amended NH Fee Rules impose a penalty equivalent to two times the fee applicable if a vehicle not fitted with FASTag enters the exclusive FASTag lane. However, in case a user is unable to pay, due to malfunctioning electronic toll collection infrastructure, the user will be permitted to pass the fee plaza without payment.

The NH Fee rules were also amended to provide that the driver or owner of a mechanical vehicle which is loaded in excess of permissible load specified for its category, (i) shall not be permitted to use the national highway or cross the fee plaza until the excess load has been removed, and (ii) shall be liable to pay a fee to the toll collection agency equal to ten times of the fee applicable to such category of mechanical vehicle. However, in case no weighbridge has been installed at the toll plaza, no fee for overloading shall be levied.

The National Highways Rules, 1957 (the "NH Rules")

The NH Rules provide that in situations where the estimate cost of the execution of any original work on a national highway exceeds ₹ 1,000,000, a detailed estimated of the cost is to be forwarded to the GoI. An application for allotment of funds for meeting expenditure on an original work on a national highway must also be made to the GoI. The executing agency of the highway is required to furnish monthly progress reports and a completion report on the conclusion of the work. The NH Rules also give the consulting engineer of the GoI the right to inspect the work while it is in progress or after completion.

National Monetisation Pipeline (NMP)

NITI Aayog has developed the pipeline, in consultation with infrastructure line ministries, based on the mandate for 'Asset Monetisation' for roads and highways, amongst others, under Union Budget 2021-22. The framework for monetisation of core asset monetisation has three key imperatives: (i) monetization of 'rights' not 'ownership' i.e. assets will be handed back to the government at the end of transaction life; (ii) brownfield de-risked assets and stable revenue streams; and (iii) structured partnerships under defined contractual frameworks with strict performance standards. This shall include selection of de-risked and brownfield assets with stable revenue generation profile with the overall transaction structured around revenue rights. The primary ownership of the assets under these structures shall be with the government.

Provisions under the Constitution of India and other legislations in relation to collection of toll

Entry 59, List II of Schedule VII read with Article 246 of the Constitution of India vests state governments with the power to levy tolls. Further, in accordance with the Tolls Act, state governments have been vested with the power to levy tolls at such rates as they deem fit.

Foreign Investment Regulations

Foreign investment in Indian securities is governed by the provisions of the FEMA, as amended, read with the applicable FEMA Rules, the FEMA (Mode of payment and Reporting of Non-Debt Instruments) Regulations, 2019 and the consolidated FDI Policy issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government. Foreign investment is permitted (except in the prohibited sectors) either through the automatic route or the approval route, depending upon the sector in which foreign investment is sought to be made. Under the FEMA Rules and the current consolidated FDI Policy, effective from October 15, 2020, an infrastructure investment trust registered and regulated by the SEBI under the InvIT Regulations, being an 'investment vehicle', is permitted to receive foreign investment from a person resident outside India (subject to Press Note 3 (2020 series)), including an FPI or an NRI subject to the terms and conditions specified in the FEMA Rules.

Downstream investment by an infrastructure investment trust shall be regarded as indirect foreign investment if neither the sponsor nor the investment manager of such an infrastructure investment trust is Indian 'owned and controlled' as defined in FEMA Rules.

Downstream investment by an 'investment vehicle' shall have to conform to the sectoral caps and conditions/restrictions, if any, as applicable to the company in which the downstream investment is made as per the FDI Policy. Foreign investment of up to 100% through the automatic route is permitted in the infrastructure sector in India. An infrastructure investment trust that receives foreign investment shall be required to make such report and in such format to the RBI or to the SEBI as may be prescribed by them from time to time.

The payment for the units of an infrastructure investment trust acquired by a person resident or registered/ incorporated outside India shall be made by an inward remittance from abroad through banking channels or by way of swap of shares of an SPV, or out of funds held in a Non-resident External ("**NRE**") or Foreign Currency Non-resident Bank ("**FCNR(B)**") account maintained in accordance with the Foreign Exchange Management (Deposit) Regulations, 2016.

Further, any person who is a non-resident and holds units of an infrastructure investment trust in accordance with the FEMA Rules may pledge such units (i) in favour of a bank in India to secure the credit facilities being extended to the Indian company for bona fide purposes; (ii) in favour of an overseas bank to secure the credit facilities being extended to the person, or a person resident outside India who is the promoter of the Indian company or the overseas group company of the Indian company; (iii) in favour of a Non-Banking Financial Company registered with the RBI to secure credit facilities being extended to the Indian company for bona fide purposes; and (iv) subject to the authorized dealer bank satisfying itself of the compliance of the conditions stipulated by the RBI in this regard.

In addition to the above, compliance with the provisions of various tax-related legislations, intellectual-property related legislations and other applicable law for our day-to-day operations is also required.

REGULATORY APPROVALS

Provided below are the material consents, licenses, permissions, registrations and approvals from the Government, various governmental agencies and other statutory and/or regulatory authorities with which (i) the Trust and the Project SPVs can undertake the Unit Distribution and the transactions contemplated in relation to the Unit Distribution; and (ii) the Trust and the Project SPVs can undertake their respective current business activities, as applicable. Unless otherwise stated, these approvals are valid as of the date of this Draft Placement Memorandum. In the event that any of the approvals and licenses that are required for the Project SPV's business operations expire in the ordinary course of business, the Project SPVs will apply for such renewal from time to time. For details in connection with the regulatory and legal framework within which the Trust and the Project SPVs operate, please see the section "Regulations and Policies" on page 307.

A. Approvals in relation to the Unit Distribution

1. Resolution dated April 2, 2024, passed by the board of directors of the Investment Manager in relation to the Unit Distribution and other incidental matters.

2. In-principle listing approval from NSE dated [●].

3. In-principle listing approval from BSE dated [●].

4. Approval dated November 29, 2022, to HREL issued by the NHAI in relation to transfer of HREL to the Trust and other related matters.

5. Approval dated December 22, 2021, to MBEL issued by the NHAI in relation to transfer of 85.50% shareholding of MBEL to the Trust and other related matters.

6. Approval dated April 18, 2023, to PSRDCL issued by the NHAI in relation to transfer of PSRDCL to the Trust and other related matters.

7. Approval dated September 6, 2021, to SBHL issued by the Office of the Chief Engineer, Public Works Department, Rajasthan, Jaipur in relation to 100% divestment in shareholding of SBHL to the Trust and other related matters.

B. Approvals in relation to the Trust

1. Certificate of registration dated December 22, 2020, bearing registration number IN/InvIT/20-21/0015, issued by SEBI to the Trust pursuant to Regulation 3 of the InvIT regulations, for registration of the Trust as an infrastructure investment trust.

C. Material Business Approvals in relation to Project SPVs

1. HREL

a. Provisional Completion Certificate dated April 12, 2013 issued by Unihorn India Private Limited, Independent Engineer for four-laning of the Hazaribagh-Ranchi section of NH-33 (Km 40.500 to Km 114.000) in the state of Jharkhand on BOT (Annuity) basis.

b. Completion Certificate dated April 28, 2015 issued by Unihorn India Private Limited, Independent Engineer for four-laning of the Hazaribagh-Ranchi section of NH-33 (Km 40.500 to Km 114.000) in the state of Jharkhand on BOT (Annuity) basis.

c. Intimation receipt under Rule 9 of the Maharashtra Shops & Establishment (Regulation of Employment and Condition of Service) Act, 2017 dated October 25, 2023.

2. SBHL

a. Provisional Completion Certificate dated October 10, 2015 issued by TP Velayudhan (Independent Engineer, Intercontinental Consultants and Technocrats Private Limited) for development and operation of Sikar-Bikaner section of NH-11 (Km 340.188 of NH-11 to Km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from Km 553.869 of NH-11 to Km 267.325 of NH-89) by two-laning with paved shoulder in the State of Rajasthan on DBFOT basis.

b. Additional Provisional Completion Certificate dated August 16, 2016 issued by TP Velayudhan (Independent Engineer, Intercontinental Consultants and Technocrats Private Limited) for additionally completed length of 22.091 Km in the development and operation of Sikar-Bikaner section of NH-11 (Km 340.188 of NH-11 to Km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from Km 553.869 of NH-11 to Km 267.325 of NH-89) by two-laning with paved shoulder in the State of Rajasthan on DBFOT basis.

c. Provisional Completion Certificate dated April 5, 2018 issued by TP Velayudhan (Independent Engineer, Intercontinental Consultants and Technocrats Private Limited) for completion of balance 2.91 Km of the project in development and operation of Sikar-Bikaner section of NH-11 (Km 340.188 of NH-11 to Km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from Km 553.869 of NH-11 to Km 267.325 of NH-89) by two-laning with paved shoulder in the State of Rajasthan on DBFOT basis.

d. License issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 by the Office of the Licensing Officer, Government of India renewed on December 22, 2023, valid upto December 21, 2024 for operation & maintenance work of Road of Sikar-Bikaner Section, for Rashidpura-Khuri Toll Plaza, Vpo-Laxmangarh, Sikar, Rajasthan- 332315.

e. Intimation receipt under Rule 9 of the Maharashtra Shops & Establishment (Regulation of Employment and Condition of Service) Act, 2017 dated November 7, 2023.

3. PSRDCL

a. Provisional Completion Certificate dated August 23, 2013 issued by A.P Singh (Independent Engineer, Intercontinental Consultants and Technocrats Private Limited.) for four-laning of Pune-Solapur section of NH-9 (Km 144.400 to Km 249.000) in the State of Maharashtra on DBFOT basis.

b. Completion Certificate dated February 3, 2016 issued by Lt. Gen. (Retd.) S. Ravi Shankar (Independent Engineer, Intercontinental Consultants and Technocrats Private Limited) for four-laning of Pune-Solapur section of NH-9 (Km 144.400 to Km 249.000) in the State of Maharashtra on DBFOT basis.

c. License issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 by the Office of the Licensing Officer, Government of India renewed on November 1, 2023, valid upto May 26, 2024 for operation & maintenance work of four-laning of Pune-Solapur section of NH-65 from Km 150.050 to Km 251.325 under NHDP phase III pkg., for at post Sawaleshwar toll plaza, Tal- Mohol, Dist- Solapur- 413213, Tal- Mohol, Dist- Solapur, Maharashtra- 413213.

d. Intimation receipt under Rule 9 of the Maharashtra Shops & Establishment (Regulation of Employment and Condition of Service) Act, 2017 dated November 2, 2023.

4. MBEL

a. Provisional Completion Certificate dated January 6, 2015 issued by Edward Haire (Independent Engineer, Louis Berger Group Inc.) for four-laning of the Moradabad-Bareilly section of NH-24 (Km. 148.000 to Km. 262.000) on DBFOT basis.

b. Provisional Completion Certificate dated November 4, 2015 issued by Edward Haire (Independent Engineer, Louis Berger Group Inc.) for four-laning of the Moradabad-Bareilly section of NH-24 (Km. 148.000 to Km. 262.000) on DBFOT basis.

c. Completion certificate dated July 30, 2019 issued by Anupam Gupta (Executive Director, LEA Associates South Asia Private Limited) for four-laning of the Moradabad-Bareilly section (Km. 148.000 to Km 262.000) of NH 24 on DBFOT basis.

d. License issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 by the Office of the Licensing Officer, Government of India on November 28, 2023, valid upto November 27, 2024, for operation & maintenance of toll plaza road for Km 148.00 to Km 269.800 for toll plaza Niyamatpur, Ekrotiya, NH-09 old NH-24, vill. Harsainpur PO Dalatpur, Moradabad, Uttar Pradesh-244926.

e. Intimation receipt under Rule 9 of the Maharashtra Shops & Establishment (Regulation of Employment and Condition of Service) Act, 2017 dated October 25, 2023.

5. TRDCL

a. Provisional Completion Certificate dated March 6, 2008, issued by Kerala Road Fund Board for completion of Phase I in Thiruvananthapuram City Road Improvement Project, divided in 4 phases.

b. Provisional Completion Certificate dated November 8, 2012, issued by Kerala Road Fund Board for completion of Phase II in Thiruvananthapuram City Road Improvement Project, divided in 4 phases.

c. Provisional Completion Certificate dated February 20, 2015, issues by Kerala Road Fund Board for completion of Phase III in Thiruvananthapuram City Road Improvement Project, divided in 4 phases.

d. Provisional Completion Certificate dated November 15, 2016, issued by Kerala Road Fund Board for completion of Phase IV in Thiruvananthapuram City Road Improvement Project, divided in 4 phases.

e. Completion Certificate dated May 8, 2017, issued by Kerala Road Fund Board for Thiruvananthapuram City Road Improvement Project, divided in 4 phases.

f. Intimation receipt under Rule 9 of the Maharashtra Shops & Establishment (Regulation of Employment and Condition of Service) Act, 2017 dated October 31, 2023.

6. BAEL

a. License issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 by the Office of the Licensing Officer, Government of India renewed on August 24, 2023, valid upto August 2, 2024, for tolling operation at Banskopa, Panagarh, for Plot No.-A0105 and A-106, SSB Sarani, Secgor-2A, Bidhannagar Durgapur, Purba Bardhaman, West Bengal- 713212.

b. License issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 by the Office of the Licensing Officer, Government of India on November 30, 2023, valid upto November 29, 2024, for operation maintenance and tolling activity for the project in various stretches within Km 398.240 to km 521.120 in the state of Jharkhand and West Bengal for Belyad Toll Plaza, Maithan near Maithan Police Station, PO- Maithan, Dhanbad, Jharkhand- 828207.

c. Intimation receipt under Rule 9 of the Maharashtra Shops & Establishment (Regulation of Employment and Condition of Service) Act, 2017 dated October 15, 2023.

D. Approvals applied for but not yet received

1. Application for renewal dated March 14, 2024 for license issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 by the Office of the Licensing Officer, Government of India, for operation & maintenance work for four-laning of Hazaribagh-Ranchi section of Km 40.500 to 114.00 including Ramgarh and Kujju bypass on NH-33 in the state of Jharkhand, for 443/A, Hazaribagh Ranchi Express Limited, Road No-5, Ashok Nagar, Ranchi, Jharkhand- 840032.

2. Application dated January 22, 2024 before the NCLT in relation to the proposed transfer of the remaining 14.50% equity shareholding of MBEL from ITNL to the Trust.

3. Application for harmonious substitution of ITNL with the Trust as the shareholder of BAEL dated October 26, 2023.

E. Approvals for which applications are yet to be made

1. Trade mark registration for the corporate logo and name of the Trust.

LEGAL AND OTHER INFORMATION

Except as stated in this section, there is no material civil litigation, criminal litigation or actions by regulatory authorities, in each case involving the Project SPVs, the Trust, the Sponsor and the Sponsor Group, the Investment Manager, the Project Manager, or any of their respective Associates and the Trustee, that are currently pending as on the date of this Draft Placement Memorandum.

For the purpose of this section, details of all criminal matters and regulatory actions involving the Trust (including the Project SPVs), the Sponsor, the Investment Manager, the Project Manager, or any of their respective Associates, the Trustee and the Sponsor Group, that are currently pending have been disclosed. Further, any civil matter (including all outstanding cases, litigations, claims and legal notices) involving an amount equivalent to, or more than, the amounts as disclosed below, in respect of the (i) Trust, its associates and the Project SPVs; (ii) the Sponsor, the Project Manager, the Investment Manager and each of their respective Associates and Sponsor Group; and (iii) the Trustee has also been disclosed. Details of proceedings related to direct and indirect taxes have been disclosed in a consolidated manner, indicating the number of cases and the total amount.

For the Trust (including the Project SPVs), the consolidated revenue for the period ended March 31, 2023, was ₹4,336.00 million. Accordingly, in respect of the Trust, its Associates (apart from entities which are Associates of the Sponsor, Investment Manager and the Project Manager) and each of the Project SPVs, all outstanding civil matters (including all outstanding cases, litigations, claims and legal notices) which involve an amount exceeding ₹216.80 million (being 5.00% of the consolidated revenue of the Trust and the Project SPVs for the financial year ended March 31, 2023) have been considered material. Additionally, all cases where an adverse outcome would materially and adversely affect the business, operations or financial position or reputation of each of the Trust or the Project SPVs, irrespective of the amount involved, may also be identified as material litigation and disclosed.

For the Sponsor, the consolidated revenue for the year ended March 31, 2023, was ₹56.58 million. Accordingly, in respect of the Sponsor and its Associates and the Sponsor Group, all outstanding civil matters (including all outstanding cases, litigations, claims and legal notices) which involve an amount exceeding ₹2.83 million (being 5.00% of the consolidated revenue for the year ended March 31, 2023) have been considered material.

Additionally, all outstanding cases involving the Sponsor, its Associates and the Sponsor Group, where an adverse outcome would materially and adversely affect the business, operations or financial position or reputation of the Sponsor and Sponsor Group, irrespective of the amount involved, have been considered as material and disclosed

For the Investment Manager, the standalone revenue for the year ended March 31, 2023, was ₹56.58 million. Accordingly, in respect of the Investment Manager and its Associates, all outstanding civil matters which involve an amount exceeding ₹2.83 million (being 5.00% of the standalone revenue for the year ended March 31, 2023) have been considered material.

For the Project Manager, the standalone revenue for the year ended March 31, 2023, was ₹2,233.26 million Accordingly, in respect of the Project Manager and its Associates, all outstanding civil matters (including all outstanding cases, litigations, claims and legal notices) which involve an amount exceeding ₹111.66 million (being 5.00% of the standalone revenue for the year ended March 31, 2023) have been considered material.

Additionally, all outstanding cases involving the Investment Manager, the Project Manager or any of their Associates, where an adverse outcome would materially and adversely affect the business, operations or financial position or reputation of the Investment Manager or the Project Manager, irrespective of the amount involved, have been considered as material and disclosed.

For the Trustee, the total consolidated income for the financial year ended March 31, 2023, was ₹539.54 million. Accordingly, in respect of the Trustee, all outstanding cases which involve an amount exceeding ₹26.98 million (being 5.00% of the total consolidated income for the financial year ended March 31, 2023) have been considered material.

For entities which are common Associates of the Sponsor, the Investment Manager and/or the Project Manager, where the abovementioned materiality thresholds in relation to the Sponsor, the Investment Manager and the Project Manager apply, the higher of the thresholds in terms of amount applicable to the Sponsor, the Investment Manager

and the Project Manager have been considered material.

Further, in cases where outcome of one litigation impacts one or more other litigations, which individually are below materiality threshold, but collectively above, such cases have also been disclosed.

I. Litigation and Regulatory Actions against the Trust and its Associates

Nil

II. Litigation involving the Project SPVs

Material civil proceedings filed against the Project SPVs

PSRDCL

(i) Roadway Solutions India Private Limited ("**Roadway Solutions**") has filed a suit before the Court of Hon'ble Civil Judge, Senior Division, Pune, against ITNL, IL&FS Engineering and Construction Company Limited ("**IECCL**"), and PSRDCL for recovery of an amount of ₹820.77 million together with future interest of 24.00% per annum from the due date till realisation of the entire amount. This pertains to the construction of the four-laning project at Pune Solapur site, wherein IECCL issued a work order and subsequently assigned it to Roadway Solutions on June 15, 2012. Additionally, IECCL issued a letter of intent dated October 14, 2011. As per the letter, Roadway Solutions was obligated to commence mobilization activities immediately for the timely execution of the project. However, allegedly IECCL failed to hand over the clear site and make the due payments and hence the suit. The matter is currently pending.

MBEL

(i) Collector of Stamps, Moradabad (**"Collector of Stamps"**) had passed an ex-parte order dated August 17, 2022 ("**Ex-parte Order**") against MBEL directing MBEL to pay stamp duty of ₹253.39 million in relation to the concession agreement dated February 19, 2010, executed between MBEL and National Highway Authority of India (**"NHAI"**). MBEL had filed a restoration application before Collector of Stamps against the Ex-parte Order which was dismissed by an order dated July 27, 2023. Consequently, a writ petition has been filed before the Allahabad High Court against both the dismissal order dated July 27, 2023, and the Ex-parte Order. On February 5, 2024, the Allahabad High Court granted an interim stay, stipulating a deposit of ₹150.00 million within two weeks to avoid coercive action. MBEL filed a compliance affidavit on March 18, 2024, and the matter was adjourned to May 6, 2024, for filing a rejoinder to the state's reply.

BAEL

(i) Bank of Baroda (**"BOB"**) has filed an application before National Company Law Tribunal, Mumbai, (**"NCLAT"**) taking into consideration the bid submitted by Cube Highways Private Limited for purchase of BAEL instead of transfer of BAEL to the InvIT which was approved by NCLAT by way of its order dated September 15, 2021. The matter is currently pending and is listed for hearing on April 3, 2024

Material civil proceedings filed by the Project SPVs

PSRDCL

(i) Arbitration proceedings were initiated by PSRDCL against NHAI claiming compensation for, *inter alia*, delays in handing over land for development of project, idling of resources, change of scope etc., under the concession agreement dated September 30, 2009, resulting in an arbitral award of ₹5,479.60 million in favour of PSRDCL ("**Award**"). NHAI filed an application under Section 34 of the Arbitration and Conciliation Act, 1996, ("**Act**") for setting aside the arbitral award which was dismissed Delhi High Court ("**High Court**"). The said dismissal has been impugned by way of an appeal under Section 37 of

the Act before the High Court by NHAI. In addition to this, PSRDCL has also filed an execution petition for seeking execution of the Award before the High Court. The matter is currently pending.

TRDCL

(i) Arbitration proceedings were initiated by TRDCL on December 17, 2020, against Kerala Road Fund Board (**"Board"**) claiming ₹3,586.70 million towards material contractual breaches on part of the Board, repayment of allegedly wrongly deducted annuity payments, and escalation in cost for construction, under the concession agreement dated March 16, 2004. A statement of defence has been filed by the Board on June 9, 2022. The pleadings in this case have been completed and the matter is posted for final hearing. The matter is currently pending.

BAEL

(i) IL&FS has filed an application being IA 2650 of 2023 in Company Appeal (AT) No. 346 of 2018 on behalf of BAEL before the National Company Law Appellate Tribunal ("**NCLAT**") seeking necessary directions to approve the final resolution of BAEL by way of transfer of its entire share capital to the InvIT, as contemplated in terms of the affidavit filed on January 9**,** 2020, with the NCLAT**.** The matter is currently pending.

III. Litigation involving the common associates of the Sponsor, the Project Manager and the Investment Manager

Material Civil proceedings filed against ITNL

(i) VIL Limited ("**VIL**") has filed a claim of ₹2,088.80 million ("**Claim Amount**") before the National Company Law Tribunal, Mumbai ("**NCLT**") against ITNL in connection with the Kiratpur Ner Chowk Expressway Limited project ("**KNCEL**") in relation to three components: a) outstanding payments of ₹246.36 million comprising of ₹215.13 million towards bills certified by the ITNL and ₹31.22 million towards bill raised by the VIL pending final clarification from ITNL; b) VIL has filed claim against the invocation of bank guarantees by ITNL amounting to ₹125.30 million; and c) to recover the amount ₹1,717.20 million towards pro-rata claim for damages obtained by the KNCEL from NHAI on account of delay in handover and providing encumbrance free site. Out of the Claim Amount, the admitted amount of ₹215.13 million relates to running bills certified by ITNL, unadmitted amount of the claim is ₹156.52 million which relates to bank guarantees; and there is a dispute in relation to the remaining amount of the claim i.e. ₹1,717.20 million. The disputed portion of the Claim Amount relates to a pro-rata claim for damages filed by KNCEL against NHAI in relation to the concession agreement dated March 16, 2012, signed between KNCEL and NHAI. The matter is currently pending.

(ii) Beigh Construction Company Private Limited (**"Company"**) (an operational creditor of ITNL) has filed an application before National Company Law Appellate Tribunal, Mumbai (**"NCLAT"**) against ITNL seeking payment of the admitted dues amounting to ₹519.56 million from the proceeds of the sale transaction ("**Sale Transaction**") involving Chenani Nashri Tunnelway Limited (**"CNTL"**) road project. The Sale Transaction relates to the bid received by CNTL from Cube Highways Private Limited (**"Cube"**) subsequent to which the board of directors of ITNL, IL&FS and CNTL has approved the process of sale of CNTL to Cube. Additionally, the Company seeks intervention and a stay on another application filed by before National Company Law Tribunal seeking approval for the Sale Transaction. The matter is currently pending.

(iii) ICICI Bank Limited has filed a suit against ITNL before Bombay High Court to recover an outstanding amount in relation to a term loan of ₹600.00 million that it had sanctioned to Noida Toll Bridge Company Limited (**"NTBCL"**) in which ITNL is a shareholder. Pursuant to the moratorium order dated October 15, 2018, by National Company Law Appellate Tribunal in relation to the resolution of IL&FS, the matter was adjourned and is currently pending.

(iv) 63 Moons Technologies Limited (**"63 Moons"**) has filed a suit before the Bombay High Court against IL&FS and ITNL, as well as former and present directors and key management personnel of ITNL (collectively, **"defendants"**) seeking a collective amount of ₹2,823.16 million, comprising principle and accrued interest, owing to a default in servicing of the non-convertible debentures of ITNL that 63 Moons had purchased from the capital markets. Summons were served to some of the defendants and subsequently, a written statement has been filed by the defendants. The matter is currently pending.

(v) Savronik System India Private Limited (**"Savronik"**) had filed an operational claim against ITNL before National Company Law Tribunal, Mumbai (**"NCLT"**) for an amount of ₹1,539.14 million for the work completed by it for the Chenani Nashri Tunnelway Limited project ("**Project**"). The claim has been made in relation to the contract signed between Savronik BCC JV Private Limited, a joint venture company of Savronik, Beigh Construction Company Limited and ITNL on March 23, 2015 ("**Contract**") for four-laning of Chenani/Nashri section of NH 1A. NCLT by way of its order dated July 27, 2020, instructed a claims management consultant (**"CMC"**) to verify the claim which was quantified at ₹183.47 million by the CMA. In relation to the claim quantified by the CMA, ITNL has filed an application seeking the following: i) setting aside of the admitted amount; ii) taking into considering an amount of ₹232.80 million that is due to be paid by Savronik to ITNL to be deducted from the claim made by Savronik. This payment was in relation to mobilisation advance paid to Savronik; direct deposit in Savronik's bank account towards payment for the 18 running bills/invoices; and payment to various 3rd parties engaged by Savronik. The matter is currently pending.

(vi) An application has been filed, inter alia, to challenge the downward revision of Savronik System India Private Limited's ("**Savronik**") claim by Grant Thornton India LLP ("**GT**"). GT was appointed as the claims management consultant to conduct the claims management exercise initially for entities within the IL&FS Group, including ITNL. GT operates as an independent consultant tasked with carrying out an impartial claims verification process concerning the IL&FS Group. It's crucial to note that the IL&FS Group cannot mandate, direct, or influence the claims management consultant to alter, amend, or revise their assessment, conclusions, or quantification of the claims under consideration in any manner. Savronik submitted its claim to GT for operational dues amounting to ₹1,539,145,509.00 pertaining to work performed for the Chenani Nashri Tunnelway Limited project. Savronik's claim encompasses various elements such as retention money, withheld payments, liquidated damages, materials and services, unjust deductions, changes in law, work delays, losses resulting from de-scoping, non-scheduled items, and interest. On 27th July 2020, the Hon'ble NCLT instructed GT to verify the claims by August 17, 2020. Following verification, GT admitted a claim amount of ₹183,471,012.00. Subsequently, ITNL also filed an application 10 of 2021 seeking relief to set aside the amounts admitted by GT and to additionally consider a counterclaim of ₹232.80 million owed by Savronik to ITNL before the final determination of claims by GT. The matter is pending adjudication.

Material Civil proceedings filed by ITNL

(i) An interlocutory application has been filed by IL&FS and ITNL before National Company Law Appellate Tribunal ("**NCLAT**") against Directorate General of Goods and Services Tax, Punjab National Bank ("**PNB**") and others in relation to the notice dated June 28, 2021, issued by the assistant commissioner of state tax, Mumbai directing PNB to pay ₹2,249.10 million from the account of ITNL maintained with PNB. It has been alleged that this notice violates the moratorium order dated October 15, 2018, passed by NCLAT in relation to the resolution process of IL&FS. The matter is currently pending.

(ii) ITNL has filed a summary suit before the Bombay High Court **("High Court")** against Kohinoor Projects Private Limited (**"Kohinoor"**) claiming an amount of ₹883.13 million along with interest in relation to a short-term unsecured loan of ₹360.00 million that was granted to Kohinoor on October 29, 2009, for one year at an interest rate of 16.00% per annum, in accordance with the agreement dated October 29, 2009, singed between Kohinoor and ITNL, which remains unpaid despite repeated demand being raised by ITNL. The matter is currently pending.

(iii) ITNL has filed a writ petition before the Karnataka High Court, against government of Karnataka (**"GoK"**) contending wrongful invocation of bank guarantee of ₹123.70 million, dated January 14, 2011, furnished by ITNL in favour of GoK. The bank guarantee was furnished by ITNL in relation to the land lease deed dated December 21, 2010, entered into between GoK & Shimoga Airport Developers Private Limited ("**SADPL**") for developing Greenfield Airport at Shimoga, as ITNL has investments in Regional Airports Holdings International Limited ("**RAHI**") which was managing the affairs of SADPL. The matter is currently pending.

(iv) Similarly, ITNL has filed a petition under Section 131 of the Companies Act, 2013, for the revision of financial statements for the FY 2018-2019 and 2019-2020 in case number 2709138 / 00134 / 2024. This petition is also in the scrutiny stage.

For details of the matter involving a public interest litigation filed by Federation of Noida Welfare Association, please refer to "Material Civil Proceedings filed against IL&FS".

Criminal proceedings involving ITNL

(i) ITNL has filed a petition before the High Court, Himachal Pradesh **("Court")** seeking quashing of a first information report (**"FIR"**) filed against the project director of ITNL by the Sub-divisional Magistrate, Chenani, for illegal muck dumping by the ITNL contractor**.** The Court had granted a stay by way of its order dated August 28, 2015. The matter is currently pending.

Regulatory proceedings involving ITNL

(i) A show cause notice dated October 20, 2021, was issued to ITNL, under Section 23E of the Securities Contracts (Regulation) Act, 1956 (**"SCRA"**). The notice found ITNL to be in violation of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Uniform Listing Agreement dated November 24, 2015, between ITNL and the National Stock Exchange (**"ULA"**), the erstwhile Equity Listing Agreement (ELA) until November 30, 2015, and the Accounting Standard on 'Related Party Disclosures'. As a result of these violations, the adjudication order dated September 15, 2022, was passed by the SEBI which imposed a penalty of ₹10.00 million on ITNL under Section 23E of the SCRA (**"Order"**). ITNL has filed an appeal against the Order seeking review and possible modification. The matter is currently pending.

(ii) A show cause notice dated May 19, 2022, was issued to IL ITNL by SEBI under Rule 4(1) of SEBI (Procedure for Holding Inquiry and Imposing Penalties) Rules, 1995, read with Section 15-I of SEBI Act, 1992. This notice is for adjudication under Section 15 A(b) of the SEBI Act concerning alleged non-compliance with Regulation 8 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The matter involves the alleged failure to cooperate with Credit Rating Agencies (CRAs) and submit no default statement/information regarding servicing of its debt obligations to CRAs. The case is currently pending.

(iii) ITNL has filed Appeal No. 778 of 2022 against the order of SEBI dated September 15, 2022, which levied a penalty on ITNL for alleged violations of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 relating to related party transactions. SEBI has suo moto stayed the enforcement of the penalty against ITNL pending the outcome of the decision in the civil appeal pending before the Supreme Court (Civil Appeal No. 4741 of 2021). The Securities Appellate Tribunal has also stayed the effect and operation of the SEBI order against all parties. The pleadings are complete, and the matter is at the final hearing stage, scheduled to be listed on May 10, 2024.

Material Civil Proceedings filed against IL&FS

(i) An individual ("**Plaintiff**") has filed a declaration suit against the State of Uttar Pradesh, IL&FS, and others ("**Defendants**"), before civil judge, Noida, alleging that certain portion of the land provided to IL&FS and Noida Toll Bridge Company Limited ("**NTBCL**") under the concession agreement dated November 12, 1997, executed among New Okhla Industrial Development Authority, IL&FS and Noida Toll Bridge Company Limited for construction of the Noida Toll bridge by the State of Uttar Pradesh, was disputed and hence could not have been provided. The Plaintiff has prayed for the appointment of a receiver for toll collection since it has been alleged that pending disposal of the suit, NTBCL would not have any right to collect tolls. Preliminary objections raised by NTBCL on jurisdiction and cause of action have been rejected. The matter is currently pending.

(ii) Arbitration proceedings have been initiated by Ambience Developers and Infrastructure Private Limited (**"Ambience"**) against IL&FS in relation to a business centre services agreement executed between IL&FS and Ambience in 2008 for a premises of 83,660.00 square feet being occupied by IL&FS in Ambience Park, Gurgaon (**"Agreement"**). Pursuant to an issue in relation to renewal of the Agreement, Ambience had asked IL&FS to vacate the premises and has claimed damages of ₹894.49 million for occupying the premises thereafter, along with ₹90.35 lakhs per day till the premises are vacated and interest at 2.00% per annum. In response to the arbitration, IL&FS has filed an injunction suit before the District Court, Gurgaon (**"Court"**) against which an application under Section 8 of the Arbitration and Conciliation Act, 1996 was filed by Ambience which was rejected by the Court by way of its order dated December 19, 2017. The order of the Court has been challenged by Ambience which is currently pending. IL&FS has also filed an interim application before District Court Gurgaon under Order 39, Rule 1 & 2, read with Section 151 of the Code of Civil Procedure, 1908, seeking injunction of the arbitration proceedings pending the injunction suit in the Court. The matter is currently pending.

(iii) Oman International Bank SAOG (**"Bank"**) has filed a civil suit against Iridium India Telecom Limited (**"IITL"**) and IL&FS under Code of Civil Procedure, 1908 before Bombay High Court, claiming ₹109.11 million along with interest at 15.18% per annum from August 2000 till the payment. This suit is in relation to default of a short term loan of ₹100.00 million provided by the Bank to IITL for which security was provided by IL&FS by way of letter of support dated April 7, 1999 in which misrepresentations were allegedly made by IL&FS. The matter is currently pending.

(iv) Small Industries Development Bank of India (**"SIDBI"**) has filed an application under Section 45QA of the Reserve Bank of India Act, 1934, before the National Company Law Tribunal, Mumbai, against IL&FS pursuant to default in repayment of inter corporate deposits of ₹5,000.00 million issued by SIDBI to IL&FS. Upon continuous follow ups by SIDBI for releasing the due payments towards the corporate deposits, IL&FS released only part sum of ₹500.00 million on August 31, 2018. IL&FS vide its letter dated September 3, 2018, said that this payment is towards the principal dues against FDR No. STD/M/R/2017-2018/0024. The matter is currently pending.

(v) An individual (**"Plaintiff"**) has filed a public interest litigation ("**PIL**") against IL&FS and others before the Gujarat High Court alleging (a) appointment of IL&FS as joint venture partner by the Government of Gujarat without inviting public bids in relation to management services contract under the garb of Gujarat International Financial Tec-City Co. Ltd. (JVC) on a pre-selected basis**,** (b) IL&FS through its nominated directors & with the connivance of Government of Gujarat nominated directors, appointed various consultants some of them being affiliates of IL&FS to outsource core services.(c) offering development rights i.e. development rights were granted at a discounted price without inviting bids awarded to subsidiary of IL&FS. These rights were first proposed to be allotted only through a bidding process which was not done. The price of these rights was given at a significant discount to the general price agreed for award of these rights to other interested parties. These rights were awarded to IL&FS at a discounted price without inviting bids who, in turn transferred to its subsidiary which prejudicially affected income of the Government of Gujarat i.e. 1.00% premium over landed project cost because the same was not collected. Therefore, causing loss to public at large. Such rights were offered at discounted prices under agreement dated May 15, 2007 (d) squandering/ siphoning of public money belonging to Gujarat International Financial Tec-City Co. Ltd. (GIFT) as a government company by IL&FS resulting in a loss to the exchequer among other things. The matter is currently pending.

(vi) Certain individuals ("**Plaintiffs**") have filed a suit before Bombay High Court against IL&FS and others seeking an order directing IL&FS to not effect transfer of 500 equity shares of Ashapura Minechem Limited lying with IL&FS as a depository participant and to freeze the demat account to the extent of 500 equity shares of Ashapura Minechem Limited. It has been submitted by IL&FS that it is not a depository participant of 500 shares and hence not a necessary party to the suit. IL&FS has moved a notice of motion for deleting its name from the suit. The matter is currently pending.

(vii) Nina Waterproofing Systems Private Limited ("**Nina**") has filed a petition before National Company Law Tribunal, Mumbai, under Section 45QA of the Reserve Bank of India Act, 1934, against IL&FS in relation to default in repayment of inter corporate deposits of ₹110.00 million placed by Nina with IL&FS. The matter is currently pending.

(viii) A commercial suit has been filed by Arcons Infrastructure and Construction Private Limited ("**Arcons**") before the Bombay High Court against India Factoring and Finance Solutions Private Limited (**"IFFSPL**"), ITNL, IL&FS and others for restraining IFFSPL from acting upon the factoring agreement dated July 5, 2018**,** executed among India Factoring & Finance Solutions Private limited and Arcons**,** and calling upon ITNL to honour the bill of exchange dated July 9, 2018**.** IL&FS has been made a party because there is a direct prayer against it i.e. IL&FS along with ITNL be directed to furnish security to satisfy the Plaintiffs' claim and also direct the defendants (including IL&FS), their agents, persons claiming through them be restrained from selling, transferring, or in any manner dealing with the immovable & fixed assets in India. The matter is currently pending.

(ix) Certain individuals ("**Plaintiffs**") have filed a writ petition against State of Uttar Pradesh, IL&FS and others before the Allahabad High Court being aggrieved by the fact that a parcel of land owned by them, which was agreed to be acquired by Nagar Nigam, Saharanpur for a Municipal Solid Waste Unit to be developed as part of the Saharanpur Smart City Project, was not acquired. IL&FS has been made a party to this suit because IL&FS Township & Urban Assets Limited which is a subsidiary of IL&FS is the project management consultant for the Saharanpur Smart City Project as per the contract agreement dated August 2, 2018. The matter is currently pending.

(x) A suit for permanent injunction has been filed by Hill County Villa Owners Association and Hill County Apartment Owners Association ("**Plaintiffs**") before Junior civil judge, Medchal, against Hill County Properties Limited and IL&FS (**"Defendants"**) under Section 26 of the Code of Civil Procedure, 1908, seeking direction for restraining the Defendants from interfering with the lawful possession and enjoyment of the property situated at Kinder Garden Community Center admeasuring 12768.47 swaure metres in Sy. No. Part of 192/p, 201/p and 282/p situated in the lay out of Hill County at Bachupally village, Quthbullapur Mandal, Medchal district bounded by North : Hill County Villas, South : amenities (religious places earmarked), East : Road, West : Hill County Apartments by the plaintiffs. The matter is currently pending.

(xi) A suit for recovery has been filed by Deeplok Financial Services Limited and others ("**Plaintiffs**") before the commercial court, Alipore, against certain individuals ("**Defendants**"), IL&FS, IFSL and A.K. Capital Services Limited in relation to a total sum of ₹95.52 million taken by Defendants from the Plaintiffs from time to time with a promise of payment of principal sum after expiry of seven years and payment of an assured sum for those seven years @ 7.85% to 8.56% on the principal sum. As a way of security, the Defendants had assured allotment of preference shares of any of their blue chip companies i.e. IL&FS and IFSL which were promised to be purchased back by the Defendants. In return of these preference shares as security, the Plaintiffs were made to make payment of the principal sum in the name of IL&FS and IFSL. After receiving the principal sum, the assured sum promised to be paid annually was paid for about two and a half year after which no further payments have been made by the Defendants who keep refusing to make any payments. Hence, the suit for recovery of money has been filed. The matter is currently pending.

(xii) The arbitration concerns disputes arising from a concession agreement between Noida Toll Bridge Company Limited ("**NTBCL**"), IL&FS, and New Okhla Industrial Development Authority ("**NOIDA**"). NTBCL, a special purpose vehicle incorporated by IL&FS, developed the Delhi Noida Toll Bridge

Project. NTBCL alleges breaches by NOIDA, including failure to grant development rights and failure to revise fees annually. A judgment by the Allahabad High Court in 2016 restrained NTBCL from collecting tolls, citing clauses 13 and 14 of the concession agreement as illegal. NTBCL challenged this judgment in the Supreme Court. NTBCL seeks compensation and modifications to the agreement. IL&FS, a party to the agreement, filed separate claims based on misrepresentation, loss of shares' value, and reduced returns. The tribunal dismissed NOIDA's objections regarding jurisdiction. Arbitration proceedings are stayed pending the Supreme Court's decision on related petitions. Until the resolution of these petitions, the matter remains adjourned, with the Tribunal awaiting further directives from the Supreme Court before resuming proceedings.

(xiii) Certain appeals have been filed before the Hon'ble Supreme Court challenging the March 12, 2020 order passed by the NCLAT, particularly contesting the moratorium granted and the resolution framework established by the NCLAT. It is to be noted that the next tentative date of hearing, as indicated on the Hon'ble Supreme Court's website, is scheduled for May 13, 2024. The following appeals have been clubbed and are heard by the Supreme Court together:

S. NO.	APPEAL	APPELLANT v/s IL&FS
1.	C.A.2989-2990/2020	Hindustan Zinc Limited Employees Contributory Provident Fund Trust
2.	C.A. No. 496-497 / 2021	India Infrastructure Finance Company Limited
3.	C.A. No. 2356 / 2021	Bharat Heavy Electricals Ltd (Bap Unit) Employees Provident Fund Trust
4.	C.A. No. 5011 / 2021	BHEL Employees Provident Fund Trust, Jhansi
5.	C.A. No. 4675 / 2021	BHEL Employees Provident Fund Trust, Bangalore
6.	C. A. No. 6220 of 2021	Bharat Heavy Electricals Limited New Delhi Provident Fund
7.	C.A. No. 6211 / 2021	BHEL Employees Provident Fund Trichy
8.	C.A. No. 6210 / 2021	BHEL PPD EPF Trust, Chennai
9.	C.A. No. 6209 / 2021	Bharat Heavy Electricals Employees Gratuity Fund
10.	C.A (D) No. 9513 / 2021	SREI Infrastructure Finance Limited
11.	C.A. No. 2392 / 2021	BHEL Employees Provident Fund Trust, Ranipur, Hardwar
12.	C.A. No. 4567 / 2021	Maharashtra Metro Rail Corporation Limited
13.	C.A. No. 260 / 2021	PPL Employees Provident Fund Trust
14.	C.A. No. 4721 / 2021	BHEL Employees Provident Fund Trust, Bhopal
15.	Diary No. 17014/2020	IDBI Bank Limited
16.	C.A. No. 3323-3324/2020	L&T Infra Debt Fund Limited
17.	C.A. NO. 3529-3520/2020	63 Moons Technologies Ltd.
18.	C.A. NO. 6800-6801/2021	IL&FS Infrastructure Debt Fund
19.	C.A. NO. 334-335/2021	Yes Bank Limited
20.	C.A. NO. 189/2021	Aditya Birla Finance Limited
21.	C.A. No. 253 / 2021	Zuari Industries Ltd. Employees Provident Fund
22.	C.A. NO. 3752-3754/2022	GAIL (India) Limited
23.	SLP (C) NO. 27471/2023	DLF LIMITED v IECCL
24.	C.A. 3209/2019	Sanjay Kumar Ruia v IECCL

(xiv) An application was filed by DSP Asset Managers Pvt. Ltd. seeking condonation of delay in filing a claim with the claims management advisor, Grant Thorton, associated with IL&FS. This application was filed on April 12, 2024.

(xv) An application was filed by New Tirupur Area Development Corporation Limited ("**NTADCL**") on April 3, 2024, in C.A. 511 of 2020. The application aims to set off ₹1162.00 million owed by IL&FS to NTADCL with the amount of ₹1729.00 million payable by NTADCL to IL&FS.

(xvi) An application was filed in C.A. 102 of 2021 by Yes Bank Limited (now substituted with J.C. Flowers Asset Reconstruction Company Pvt. Ltd.). The application seeks the transfer of Chenani Nashri Tunnelway Limited into the Trust. The next date for proceedings in this case has not been intimated.

(xvii) An application was filed by Bank of Baroda regarding BAEL. The application seeks directions, including allowing an unsolicited bidder to conduct diligence of BAEL, which is slated for transfer to the Trust. This application was filed on April 3, 2024.

(xviii) An application was filed by SREI Infrastructure Finance Ltd. ("**SREI**") in C.A. 333 of 2023 against IL&FS. The application seeks several measures, including: (a) payment of ₹208,01,04,367 from the 'Residual Fagne Songadh Expressway Limited ("**FSEL**") Settlement Amount' in compliance with the NCLT's order dated October 14, 2022, which approved the distribution of the 'Residual FSEL Settlement Amount' and the consequent winding up of FSEL; (b) pending final disposal of C.A. 333, directions to IL&FS to deposit an amount of ₹208,01,04,367 in the NCLT Registry or in a designated escrow account; and (c) alternatively, pending final disposal of C.A. 333, restraining IL&FS from distributing the 'Residual FSEL Settlement Amount' to any other creditors of FSEL without first apportioning an amount of ₹208,01,04,367 due and payable to SREI.

(xix) An application, I.A. (I.B.C) – 319 of 2023, was filed by the Administrator of SREI Infrastructure Finance Ltd. ("**SIFL**") under Section 66 of the Insolvency & Bankruptcy Code, 2016, before the NCLT Kolkata Bench against Fagne Songadh Expressway Limited ("**FSEL**"), SIFL group entities, and ex-management. The application aims to impugn the SIFL Loan, purportedly further on-lent by FSEL, as a fraudulent transaction. It seeks directions against FSEL and two promoters of the Srei Group to reimburse Rs. 270.45 crores, plus 18% interest from October 1, 2021. This application was filed on April 8, 2024.

(xx) I.A. (IB) 470 of 2024 was filed by Fagne Songadh Expressway Limited ("**FSEL**") before the NCLT Kolkata Bench against SREI Infrastructure Finance Ltd. ("**SIFL**") group entities and ex-management. FSEL submitted a discharge application seeking to be removed as a respondent to the Section 66 Application filed by SIFL before the NCLT, Kolkata Bench. This application was filed on April 10, 2024.

(xxi) The Union of India has initiated proceedings against IL&FS Ltd. & Ors. under Sections 241-242, with various company applications, including IL&FS, ITNL, and IL&FS Financial Services Limited. These proceedings involve multiple petitions filed against IL&FS Group entities. The next date for these proceedings is yet to be determined.

(xxii) Small Industries Development Bank of India ("**SIDBI**") has filed C.P. No. 3708 of 2018 against IFSL under Section 45 QA of the Reserve Bank of India Act, 1934, seeking recovery of deposits amounting to INR 500 Crores. This case has been adjourned sine die due to the moratorium under the October 15 Order on November 5, 2019.

(xxiii) Small Industries Development Bank of India ("**SIDBI**") has filed another application against IFSL under Section 45 QA of the Reserve Bank of India Act, 1934, seeking recovery of deposits amounting to INR 500 Crores in C.P. No. 3614 of 2018. This case has also been adjourned sine die on November 5, 2019, due to the moratorium under the October 15 Order.

(xxiv) SREI Infrastructure Finance Limited Construction has filed an impleadment application before the NCLAT, Delhi seeking permission to be impleaded as a party in the application filed by IL&FS seeking approval for the proposal to unwind/collapse certain alleged fraudulent transactions with third-party borrowers and permit IL&FS Financial Services Limited to enter into and give effect to the said proposal.

(xxv) Cube Highways & Infrastructure II Ltd. ("**Cube**") filed Commercial Suit No. 169 of 2022 against IL&FS Transportation Networks Ltd. & Ors. in the Bombay High Court. IL&FS and ITNL are defendants to the suit. The suit was filed by Cube seeking an injunction restraining the transfer of the shares of Chenani Nashri Tunnelway Limited (**"CNTL"**) to the IL&FS InvIT and specific performance of the SPA dated December 4, 2020. Additionally, Cube filed two interim applications, namely Interim Application (L) No. 17914 of 2021 and Interim Application (L) No. 24795 of 2021, both seeking an injunction restraining the transfer of the shares of CNTL. The next date for the proceedings has not been notified.

(xxvi) In a lawsuit filed by 63 Moons Technologies Limited/Ravi Parthasarathy & Ors. against IL&FS and ITNL, the plaintiffs seek damages amounting to INR 2,82,31,64,384 for allegedly causing financial loss by manipulating the books of accounts of ITNL. IL&FS and ITNL, as defendants, have filed limited written statements seeking dismissal of the suit due to the subsisting moratorium. The next date for the proceedings has not been intimated.

(xxvii) In a summary suit, Mukund Sapre filed a suit against IL&FS & another. IL&FS and ITNL are defendants to the suit. The suit was filed for the recovery of outstanding dues and termination benefits from the defendants. It's worth noting that this suit will be transferred to the Bombay City Civil Court due to a change in the pecuniary jurisdiction of the High Court. The next date for the proceedings has not been intimated.

(xxviii) ICICI Bank Limited ("**ICICI Bank**") filed a writ petition against Union of India & others. IL&FS and IL&FS Engineering and Construction Company Ltd. ("**IECCL**") are respondents to the writ petition. The petition seeks, among other things, expeditious hearing of an interim application in a company petition filed before the NCLT, Mumbai Bench. Additionally, an Intervention Petition was, filed by the successful bidder for IECCL, includes IECCL, IL&FS, Alvarez & Marsal, and Grant Thorton as parties. The application filed by ICICI Bank and the consortium of financial creditors seeks, among other things, the resolution of the Committee of Creditors (CoC) to put to vote the resolution of IECCL as illegal. This comprehensive response outlines the multiple legal actions and parties involved in the matter.

Material Civil Proceedings filed by IL&FS

(i) IL&FS has initiated arbitration proceedings against Madhya Pradesh Audyogik Kendra Vikas Nigam (Indore) Limited **("MPAKVN")** and Madhya Pradesh State Industrial Development Corporation **("MPSIDC")** claiming ₹261.35 million for recovery of the amounts spent by IL&FS, for the construction and maintenance of the Rau Pithampur Bridge and approach road under concession agreement dated June 15, 1990 executed between MPAKVN, MPSIDC and IL&FS**.** The arbitration tribunal passed an award, dated September 16, 2008, directing MPAKVN and MPSIDC to pay ₹129.30 million to IL&FS along with interest of 6.00% per annum from September 2008 until the payment. This award has been challenged by MPAKVN and MPSIDC under Section 34 of the Arbitration and Conciliation Act, 1996 before the District Judge, Indore. The matter is currently pending.

(ii) IL&FS has filed a suit for specific performance before District Court, Gurgaon, against Ambience Developers and Infrastructure Private Limited (**"Ambience"**) in relation to the business centre services agreement executed between IL&FS and Ambience in 2008 for a premises of 83,660 square feet being occupied by IL&FS in Ambience Park, Gurgaon (**"Agreement"**). As per the Agreement, the period of occupation was an initial period of nine years and a subsequent three years of rent free period. However, pursuant to some confusion regarding the renewal of the Agreement, IL&FS was asked to vacate the premises by Ambience. The suit seeks to enforce IL&FS's right for the rent free period and to secure the security deposit of ₹105.10 million. Ambience has filed an application under Section 8 of the Arbitration and Conciliation Act, 1996. The matter is currently pending.

For details of the arbitration proceedings initiated by Ambience in this matter, please refer to "Material Proceedings filed against IL&FS".

(iii) A memorandum of agreement **("MoA")** was entered into between IL&FS and Government of Rajasthan **("GoR")** for the project under Bhamashah Financial Empowerment Scheme **("BFFS project").** The BFFS Project was put on hold and IL&FS claimed compensation of ₹722.10 million from GoR for expenses incurred during implementation phase but the claim was rejected by GoR along with IL&FS's notice of arbitration. An application under Section 11 of the Arbitration and Conciliation Act, 1996 **("Act")** was filed by IL&FS before the Rajasthan High Court **("High Court")** seeking appointment of arbitrator. An arbitration award dated April 24, 2021, was passed in favor of IL&FS allowing its entire claim of ₹1340.80 million excluding interest **("Arbitration Award").** Opposing the Arbitration Award, an application under Section 34 of the Act was filed by GoR before the Commercial Court, Jaipur **("Commercial Court")** which was dismissed and the Arbitration Award was upheld by way of an order dated April 12, 2022. The order dated April 12, 2022, was appealed against by GoR under Section 37 of the Act before the High Court which by way of its order dated October 14, 2022 set aside the Arbitration Award and the order dated April 12, 2022 of the Commercial Court. A special leave petition has been filed by IL&FS under Article 136 of the Constitution of India before the Supreme Court of India against the order of the High Court dated October 14, 2022. The matter is currently pending.

(iv) A company petition has been filed by IL&FS and others before the National Company Law Tribunal, Mumbai, (**"NCLT**") against Digital Port Limited Dighi Port Limited ("**DPL**"), Balaji Infra Projects Limited ("**BIPL**"), Vijay Kalantri, Vishal Kalantri, Vinay Kalantri, Mohini Kalantri, Sangeeta Kalantri, and Vikas Kalantri, alleging illegal issuance of shares by DPL to BIPL, in violation of certain shareholders' agreement executed among the parties to the company petition to reduce IL&FS's shareholding in DPL below 51.00%. NCLT, by way of its order dated August 8, 2016, has directed DPL to maintain status quo in respect of the disputed shares. The matter is currently pending.

(v) IL&FS filed an application for approval for the sale/resolution process of Chenani Nashri Tunnelways Limited ("**CNTL**"), eventually approved by Justice (Retd.) D.K. Jain. Cube subsequently filed an application to be impleaded and seek approval in the same case. Later, Cube filed another application seeking urgent listing of the previous case and requesting an injunction against the transfer of CNTL to an InvIT.

(vi) IL&FS filed C.A. No. 9 of 2023 seeking approval of an OTS agreement between IFSL and Amrit Environmental Technologies Private Limited ("**AETPL**") facilitated through Orient Green Power Company Limited, AETPL's Corporate Guarantor. Justice Jain's approval was received on August 7, 2022. Subsequently, the NCLT application related to this matter was filed on December 12, 2022, and is currently pending.

(vii) IL&FS filed an application on January 24, 2024, for the transfer of a 14.50% equity stake currently held by ITNL in Moradabad Bareilly Expressway Limited to the Trust. This application is currently pending scrutiny with the registry.

(viii) IL&FS has filed an application against the insolvency resolution professional /resolution professional of Attivo Economic Zone Pvt. Ltd. ("**AEZ***"*) before the NCLAT, Delhi for setting aside and quashing the letter dated September 12, 2023, issued by AEZ to IL&FS Financial Services Limited rejecting the claim of the ₹504,90,34,231 and ousting it from the committee of creditors of AEZ.

(ix) An application filed by IL&FS before the Hon'ble NCLAT seeks to challenge the impugned notice dated June 28, 2021, issued by the Assistant Commissioner of Sales Tax in Mumbai. The notice aims to recover an amount from the company's account with Punjab National Bank, totaling ₹2,24,91,03,680/-, pertaining to FY 2011 and 2012, and FY 2015 and 2016. IL&FS contends that the recovery notice is invalid due to the company being under a moratorium, preventing any recovery actions. The matter is currently pending for a hearing, and IL&FS requests the NCLAT to set aside and quash the Impugned Notice.

(x) An application was filed on behalf of IL&FS and other group companies against various banks ("**Respondents**") before the NCLAT, Delhi that had issued show cause notices for the declaration of the companies and its directors as wilful defaulters. The application sought orders of restraint against the banks from initiating and/or pursuing such proceedings. This matter was heard on March 19, 2024, and the court granted interim relief stating that no coercive actions are to be taken against the companies and directors until further orders are issued. The NCLAT was pleased to issue notice on the application and has restrained the Respondents from taking any actions in contravention of the directions contained in the Order dated October 15, 2018. The matter has been renotified for hearing on May 14, 2024.

(xi) IL&FS has filed an application before the NCLAT, Delhi seeking approval for the proposal to unwind/collapse certain alleged fraudulent transactions with third-party borrowers and permit IFSL to enter into and give effect to the said proposal, by following the modality/steps broadly delineated in the application which includes making necessary accounting entries enabling IFSL to become the direct lender/claimant to for the Final Borrower; and further seeking directions against Grant Thornton LLP to recognise IFSL as the lender in place of the concerned Third Party Borrower against the Final Borrower i.e. relevant IL&FS Group entity in respect of the subject transactions.

(xii) IL&FS filed a writ petition against the Assistant Commissioner of Income Tax – Circle 14(1)(1) & Ors. The petition challenges the reassessment proceedings initiated by the income tax authorities for the Assessment Year 2015-16. Reassessment has been stayed pursuant to an order dated February 12, 2024, passed by the High Court, which was extended on March 19, 2024. The next date for the proceedings is June 26, 2024.

(xiii) IL&FS Financial Services Limited filed a writ petition against the Assistant Commissioner of Income Tax – Circle 14(1)(1) & Ors. The petition challenges the reassessment proceedings initiated by the income tax authorities for the Assessment Year 2017-18. Reassessment has been stayed pursuant to an order dated February 12, 2024, passed by the High Court, which was extended on March 19, 2024. The next date for the proceedings is June 26, 2024.

Material Criminal proceedings filed against IL&FS

(i) Oman International Bank SAOG (**"Bank"**) has filed a criminal complaint against Iridium India Telecom Limited (**"IITL"**), IL&FS and others under Sections 420, 465, 467 read with section 120 of Indian Penal Code, 1860 before Additional Chief Metropolitan Magistrate Court at 47th Court, Esplanade, Mumbai alleging misrepresentation regarding financial position of IITL in the letter of support dated April 7, 1999 issued by IL&FS, based on which a short term loan of ₹100.00 million was sanctioned to IITL by the Bank. Prior to this, the Bank had also filed similar complaint before the Economic Offences Wing, Mumbai which was dismissed. The matter was also taken up to the Supreme Court contending that the letter of support should be treated as guarantee but the claim was rejected. The criminal complaint is currently pending.

(ii) Certain individuals ("**Plaintiffs**") have filed a petition before Punjab and Haryana High Court, under Section 482 of the Code of Criminal Procedure, 1973, against Union of India, Emerald Lands (India) Private Limited **("Emerald"),** IL&FS, IL&FS Financial Services Limited and others, alleging public money laundering by Emerald and its directors with the help of IL&FS and IFSL. The Plaintiffs pray for an order directing Central Bureau of Investigation, Enforcement Directorate and Central Vigilance Commissioner to initiate enquiry against IL&FS and IFSL. The matter is currently pending.

(iii) Mr. Gilroy Rodrigues has filed a Company Petition against IL&FS Ltd. under Section 74(2) of the Companies Act, 2013. The next date for this case is scheduled for April 15, 2024.

Material Criminal proceedings filed by IL&FS

(i) IL&FS has filed a criminal complaint against Dhanashree Vhatkar, an ex-employee of IL&FS (**"Accused"**) under Sections 427, 441 and 453 of the Indian Penal Code, 1860, before Metropolitan Magistrate Court, Bandra alleging criminal trespass on the premises of IL&FS after working hours on December 19, 2015. The Accused was granted anticipatory bail opposing which an intervention application was filed by IL&FS which was rejected. A petition for quashing the complaint has been filed by the Accused before the Bombay High Court where the matter is currently pending.

Note: Common associates of the Sponsor, Project Manager and the Investment Manager viz. ITNL and IL&FS also form part of the Sponsor Group.

IV. Litigation involving the common associates of the Sponsor and the Project Manager

Material Civil proceedings filed against common associates of the Sponsor and the Project Manager

Fagne Songadh Expressway Limited ("FSEL")

(i) SREI Equipment Finance Limited (**"SREI"**) has filed an application against FSEL through its administrator under Section 66 of the Insolvency and Bankruptcy Code, 2016 before National Company Law Tribunal, Kolkata (**"NCLT"**) alleging fraudulent/related party transactions between SREI and FSEL and have made a claim of ₹2,705.40 million with interest in relation to the loan sanctioned by SREI to FSEL. Furthermore, ILFS filed the discharged application on behalf of FSEL because FSEL is not a necessary party, not a proper party. The matter is currently pending.

(ii) SREI Equipment Finance Limited (**"SREI"**) has filed an application before National Company Law Tribunal, Mumbai (**"NCLT"**) against Fagne Songadh Expressway Limited ("**FSEL**") for distribution of settlement monies received from National Highway Authority of India (**"NHAI"**) amounting to ₹2,080.10 million. The same is an admitted claim by Grant Thornton ("**GT**") and also mandated as per NCLT order dated October 14, 2022 that approved winding up of FSEL and also distribution of residual amount to the creditors of FSEL as per revised distribution framework of IL&FS. Objections were raised by Union of India that- firstly, Union of India should be a party to the application since the IL&FS resolution process has been initiated by the Ministry of Corporate Affairs **("MCA")**; secondly, distribution is withheld owing to the various investigations including by Reserve Bank of India and the serious fraud investigation office report on routed transactions in IL&FS Group; and thirdly, SREI cannot seek distribution as it itself has admitted to the fraudulent nature of its transaction with FSEL in an application bearing number IA 3169 of 2023, filed under Section 66 of the Insolvency and Bankruptcy Code, 2016 (**"IBC"**). FSEL stated that - firstly, SREI has sought ₹2,704.50 million plus interest from FSEL under its application under section 66 of IBC and hence any amount recovered from the distribution could be set off in the proceedings under IBC; and secondly, the bench may assess if MCA is a necessary party on the next date. The matter is currently pending.

Karyavattom Sports Facility Limited ("KSFL")

(i) IL&FS has filed an application for sale/resolution process of KSFL before National Company Law Tribunal, Mumbai (**"NCLT"**) seeking approval of sale of 100.00% of shareholding in KSFL held by ITNL to the Premier Group for a sale consideration of ₹1,750.00 million. Justice (Retd.) D.K Jain has approved the sale/resolution of KSFL by way of a letter dated December 14, 2023 and IL&FS has thereafter issued a letter of intent dated December 22, 2023, to the bidder. The matter is currently pending.

Jharkhand Road Projects Implementation Company Limited ("JRPICL")

(i) Sadbhav Engineering Limited (**"Sadbhav"**) had initiated arbitration proceedings against JRPICL claiming a sum of ₹1,519.40 million on the basis of non- fulfilment of the terms of the contract executed between parties dated October 16, 2009 **f**or execution of all design, engineering, procurement, construction, completion, and maintenance during the implementation period in respect of Ranchi Ring Road of Jharkhand ring. An arbitration award dated August 6, 2022 was passed in favour of Sadbhav for

₹726.50 million plus interest at 10.00% from the date of claim (**"Arbitration award"**) against which JRPICL has filed an application under Section 34 of the Arbitration and Conciliation Act, 1996 (**"Act")** before the Delhi High Court. Sadbhav has also filed an application under Section 36 of the Act seeking execution of the Arbitration award . This matter is currently pending.

(ii) GKC Projects Limited **("GKC Projects")** had initiated arbitration proceedings against JRPICL in relation to the Adityapur Kandra Project, claiming a sum of ₹1,730.10 million, as compensation for losses due to underutilization of plants, equipment, and resources during the original tenure of the construction agreement dated June 11, 2015, along with compensation for damages during extended stay under the construction agreement. An arbitration award dated March 28, 2023, was passed in favour of GKC Projects for ₹1,130.00 million (**"Arbitration award"**) against which JRPICL has filed an application under Section 34 of the Arbitration and Conciliation Act, 1996 (**"Act")** before Ranchi commercial court. GKC Projects has also filed an application before the Ranchi District Court under Section 36 of the Act seeking execution of the Arbitration award. This matter is currently pending.

(iii) GKC Projects Limited **("GKC Projects")** had initiated arbitration proceedings against JRPICL in connection with the construction agreement dated July 28, 2011, that relates to the Chaibasa Kandra Chowk Project, claiming ₹2,182.30 million for deployment of necessary equipment and manpower. An arbitration award was passed on May 4, 2023, in favour of JRPICL, rejecting all the claims of GKC Projects (**"Arbitration award"**). GKC Projects has challenged the Arbitration award before the Ranchi District Court. This matter is currently pending.

Baleshwar Kharagpur Expressway Limited ("BKEL")

(i) An application has been filed by State Bank of India (**"SBI"**) against National Highway Authority of India (**"NHAI**") and BKEL before National Company Law Appellate Tribunal, (**"NCLAT"**) seeking direction for restraining NHAI from terminating the concession agreement signed between NHAI and BKEL dated April 24, 2012, in relation to developing the road project in Baleshwar-Kharagpur section of NH-60 located in Orissa and West Bengal **("Project"**), pending the resolution process of BKEL. To develop the Project, BKEL has availed facilities amounting to ₹3,960.00 million under the common loan agreement dated October 12, 2012 pursuant to which an escrow agreement was executed on November 22, 2012 under which debt repayment to lenders had precedence over payment of premium dues to NHAI. BKEL has been under the process of resolution since October 2018 and as per the order of NCLAT dated October 15, 2018, BKEL is required to make only going concern payments to sustain its business operations. As part of the resolution process, National Company Law Tribunal, Mumbai (**"NCLT"**), by way of its order dated September 15, 2021, has approved transfer of entire shareholding in BKEL to the Trust which has been approved by the lenders. BKEL also insisted that its debts should be restructured by Reserve Bank of India Prudential Framework for Resolution of Stressed Assets dated June 7, 2019 **("Prudential Framework"**). The matter is currently pending.

(ii) State Bank of India **("SBI")** has filed an application before the National Company Law Appellate Tribunal (**"NCLAT"**), against BKEL seeking modification of the moratorium order dated October 15, 2018 of NCLAT in relation to the resolution process of IL&FS**,** requesting permission to recover its dues of ₹ INR 396,00,00,000 and is also seeking directions for distribution of ₹1750.00 million in the interim distribution of the resolution framework of IL&FS. The matter is currently pending.

IL&FS Rail Limited ("IRL")

(i) Enso Infrastructure Limited (**"Enso"**) has filed a petition before National Company Law Tribunal, Chandigarh ("**NCLT"**) against ITNL, IRL and its subsidiaries (Rapid Metro Rail Gurgaon Limited and Rapid Metro Rail Gurgaon South Limited) under Sections 241 and 242 read with Sections 210, 213, 244 and 246 of the Companies Act, 2013 alleging oppression and mismanagement in relation to the operation and mismanagement**.** The matter is currently pending.

(ii) Enso Infrastructure Limited (**"Enso"**) has filed a petition before National Company Law Appellate Tribunal ("**NCLAT"**) against IL&FS, IRL and its subsidiaries (Rapid Metro Rail Gurgaon Limited

("**RMGL**") and Rapid Metro Rail Gurgaon South Limited ("**RMGSL**")) for contempt of the moratorium order dated October 15, 2018 passed by NCLAT and disposing off assets of the company by seeking termination of the concession agreement dated December 9, 2009 and January 3, 2013 executed among RMGL and Haryana Urban Development Authority ("**HUDA**") and RMGSL and HUDA. The act has been alleged to be against Section 14(1)(b) of the Insolvency and Bankruptcy Code, 2016 and also against the interest of the company's lenders and creditors. The matter is currently pending.

Rapid Metro Rail Gurgaon South Limited ("RMGSL")

Note: Kindly refer to the matter disclosed under IL&FS Rail Limited ("IRL") above, initiated by Enso Infrastructure Limited since those also involve RMGSL as a party.

Rapid Metro Rail Gurgaon Limited ("RMGL")

Note: Kindly refer to the matters disclosed under IL&FS Rail Limited ("IRL") above, initiated by Enso Infrastructure Limited, since those also involve RMGL as a party.

(i) An individual ("**Plaintiff**") has filed a case against RMGL and others ("**Defendants**") before the Civil Court, Gurugram. RMGL had an agreement with the legitimate owners of the depot land. However, due to an internal dispute among the plaintiff and other defendants in relation to the depot land, the former has filed the case claiming his share in the land. The matter is currently pending.

(ii) A special leave petition ("**SLP**") has been filed by the National Media Centre ("**NMC**") against State of Haryana, RMGL and others ("**Defendants**") before the Supreme Court, against dismissal of a writ petition by the Punjab and Haryana High Court. The writ petition was filed challenging the taking over of a portion of a society's land by the government of Haryana without acquiring it under the Land Acquisition Act and without providing any compensation. The land fell within the part earmarked for widening of the road and installation of utilities. The matter is currently pending. RMGL during implementation of its Metro project has erected few pillars on the captioned land parcel hence was included as party.

RIDCOR Infra Projects Limited ("RIPrL")

(i) Punjab National Bank has initiated recovery proceedings against RIPrL before the Debt Recovery Tribunal in relation to the loan of ₹2,594.30 million including interest. The matter is currently pending.

(ii) Bank of Baroda has initiated recovery proceedings against RIPrL before the Debt Recovery Tribunal in relation to the loan of ₹462.60 million including interest. The matter is currently pending.

(iii) Central Bank of India has initiated recovery proceedings against RIPrL before the Debt Recovery Tribunal in relation to the loan of ₹470.60 million including interest. The matter is currently pending.

(iv) State Bank of India has initiated recovery proceedings against RIPrL before the Debt Recovery Tribunal in relation to the loan of ₹444.00 million including interest. The matter is currently pending.

(v) RIPrL has filed an application before the National Company Law Appellate Tribunal ("**NCLAT**"), seeking the collapse of loans received from IFSLIN for onward lending to ITNL group companies, amounting to ₹2500.00 million. The application is currently pending before the NCLAT.

Road Infrastructure Development Company of Rajasthan Limited ("RIDCOR")

(i) RIDCOR had given a contract for toll collection to the applicant, R.K. Jain Infra Projects Private Limited on its road Alwar Bhiwadi. Due to Covid-19, the traffic on the roads was reduced and the collection also dipped and was not as per the expected revenue. The contractor demanded relief in depositing the toll collection proceeds by seeking force majeure relief. The company has provided relief mirroring that of another government-owned toll operator and aggrieved with such relief, the Contractor invoked

Arbitration. The High Court has passed an order appointing Justice Mohammed Rafiq as the sole arbitrator. The parties have submitted their pleadings. Since the Arbitrator has been appointed in the in the matter, the application was declared infructuous.

(ii) RK Jain Infra Projects Pvt. Ltd. initiated arbitration proceedings against RIDCOR concerning a contract for toll collection along the Alwar-Sikandara Road. The onset of the Covid-19 pandemic resulted in a decrease in road traffic, leading to a corresponding decline in toll collection revenue below anticipated levels. Seeking relief, the contractor invoked force majeure provisions to request adjustments in toll collection proceedings, which were granted by the Company in accordance with the relief given by another government owned toll operator. Dissatisfied with the relief provided, the Contractor pursued arbitration. The High Court intervened, appointing Justice Mohammed Rafiq as the sole arbitrator. Both parties have submitted their respective pleadings. With the arbitrator now appointed and the arbitration process underway

(iii) Prakash Asphaltings & Toll Highways (India) Limited ("**Plaintiff**") has initiated arbitration proceedings against RIDCOR in relation to the contract dated June 26, 2020**,** awarded to the Plaintiff for collection of user fees and operation of toll plazas along the Hanumangarh -Kishangarh Road ("**Contract**"). Due to the Kisan Andolan/ Farmers agitation, the toll collection at the plazas was disrupted and Plaintiff had requested concession in depositing the toll collection under the force majeure clause. However, being unsatisfied with the concession granted, based on the Plaintiff's request, the Contract was terminated, and arbitration was invoked. The matter is currently pending before the Arbitration Tribunal.

(iv) RIDCOR appointed IVRCL for Integrated Improvement cum Performance based maintenance of Alwar-Sikandra stretch and Pachpadra to Ramji Ki Gol. IVRCL claimed additional charges incurred during the contract due to cost escalations and other factors amounting to ₹250.00 million. IVRCL initiated arbitration seeking payment Claims and counterclaims were made. However, due to the moratorium, the arbitration proceedings are on hold.

(v) Punjab National Bank has filed an application before the National Company Law Tribunal, Delhi ("**NCLT**") against RIDCOR in its capacity as the lead bank of the consortium team under Rule 11 r/w Rule 31 OF National Company Law Appellate Tribunal Rules, 2018 (NCLAT Rules, 2018) seeking clarification of the order dated October 15, 2018 alleging that RIDCOR cannot be prevented from servicing its debts in light of the order dated October 15, 2018 as there are sufficient monies in its Trust and Retention Account (TRA). The matter is currently pending.

(vi) Suits have been filed by certain individuals ("**Plaintiffs**") before Rajasthan High Court, Jodhpur, against RIDCOR and others ("**Defendants**") in relation to land acquisition for establishment of toll plaza at Hanumangarh. RIDCOR is merely a proforma party and no relief has been sought against it, as RIDCOR has entered into concessions agreements with the Government of Rajasthan. The matter is currently pending.

(vii) An individual ("**Plaintiff**") has filed a public interest litigation before the Rajasthan High Court against RIDCOR, alleging violation of Rule 8 of the Rajasthan State Highway Fees (Determination of Rates and Collection) Rules, 2015, in light of installation of illegal toll plaza in Bhiwadi, demanding shift of the toll plaza outside Bhiwadi The matter is currently pending.

(viii) Civil suits have been filed by certain individuals (**"Plaintiffs"**) who have illegally constructed shops and sheds on the sides of the mega highway road from Hanumangarh to Ratangarh, before Rajasthan High Court, Jodhpur vide SB Civil Writ Petition No.5045/2023 against Government of Rajasthan and RIDCOR (**"Defendants"**) seeking direction to the defendants for determining line of centre on the highway and then removing the encroachments and till then a stay on removal of shops. The matter is currently pending.

(ix) A Writ Petition before High Court, Jaipur Bench is filed by RIDCOR against the order passed by the District Judge, Bundi, in the matter of reference petition filed by the Respondents Mahavir Prasad

Sharma & Ors. under Section 18 of the Land Acquisition Act, 1894. The Respondents claimed additional compensation amounting to approx. ₹146.20 million. The matter is pending before the High Court.

Noida Toll Bridge Company Limited (NTBCL)

(i) Osmanabad Janata Sahakari Bank Limited ("**Bank**") has filed a special appeal before the Allahabad High Court (**"Court"**) against its order dated October 24, 2005 by which it had sanctioned a scheme of arrangement of NTBCL with its creditors, seeking a stay of the judgment. Further, an application has been moved by the Bank against NTBCL seeking directions for prosecuting NTBCL along with Textile Co-operative Bank Limited and Jain Sahkari Bank, Hirabagh for misleading the Bank for purchase of 4,400 deep discount bonds and the loss suffered by the Bank due to the same. The matter is currently pending.

(ii) A suit has been filed by certain individuals ("**Plaintiffs**") before the court of civil judge, senior division, Noida, against NTBCL and others ("**Defendants**") seeking directions for restraining the Defendants from dispossessing the Plaintiffs from, and/or interfering in the use of the property situated at Milkiat Sarkar Village Naya Bas, near DND Flyway and also preventing them from causing injury to the crops of the Plaintiffs cultivating on the land. This is a suit filed before the Court of Civil Judge, Senior Division, Noida Phase-II Court, Gautam Budh Nagar, seeking to restrain the Defendants from dispossessing the Plaintiff from, and/or interfering in the use of, and/or causing injury to the crops of the Plaintiffs cultivating upon the property situated at Milkiat Sarkar Village Naya Bas, Near NTBCL/ Delhi Noida Direct Flyway. The said land is being utilized by NTBCL as part of the project. The matter is currently pending.

(iii) A suit has been filed by an individual ("**Plaintiff**") before the court of civil judge, senior division, Noida, against NTBCL and others ("**Defendants**") seeking directions for the competent authorities to cancel the allotment of land given for construction of the Delhi Noida Bridge project as per the agreement dated November 12, 1997 entered into between NTBCL, IL&FS & NOIDA. The matter is currently pending.

(iv) NAKS Creators, a sole propreitor ("**NAKS**") and another has initiated arbitration proceedings against Noida Toll Bridge Company Limited **("NTBCL")** under the following license agreements signed between NAKS and NTBCL. The first license agreement was signed on August 23, 2018, for advertising on the erstwhile South Delhi Municipal Corporation ("**SDMC**") side of the Delhi Noida Direct ("**DND**") flyway. The second license agreement was dated November 1, 2018, for advertising on the erstwhile East Delhi Municipal Corporation ("**EDMC**") and New Okhla Industrial Development Authority ("**Noida**") side of the DND flyway. These agreements were terminated by NTBCL, following which arbitration proceedings were initiated by NAKS**.** The matter is currently pending.

Material civil proceedings filed by common associates of the Sponsor and the Project Manager

East Hyderabad Expressway Limited ("EHEL")

(i) EHEL has filed a petition under Section 11 of the Arbitration and Conciliation Act, 1996 **("Act")** before Telangana High Court after the request for arbitration under the concession agreement dated August 3, 2007 executed between EHEL and Hyderabad Metropolitan Development Authority ("**Authority**") was rejected by the Authority. This is in relation to missed annuity; delay in annuity payments; as well as wrongful deduction of penalty for maintenance amounting to ₹1,174.30 million by the Authority. The petition under Section 11 of the Act was disposed off on October 13, 2023, resulting in appointment of a second arbitrator. The arbitration is currently pending.

Vansh Nimay Infraprojects Limited ("VNIL")

(i) VNIL has initiated arbitration proceedings against Nagpur Municipal Corporation (**"NMC"**) for claims aggregating to ₹5,413.69 million under the concessional agreement dated March 9, 2007 executed between VNIL and NMC on account of loss in concessional fares, non-revision of fares, loss due to

illegal competing transport, and non-utilisation of the bus advertisement potential. The matter is currently pending.

MP Border Checkpost Development Company Limited ("MPBCDCL")

(i) MPBCDCL had initiated arbitration proceedings against the Madhya Pradesh Road Development Corporation **("MPRDC")** before Madhya Pradesh Arbitration Tribunal (**"Tribunal"**) claiming ₹27,743.20 million that includes compensation of ₹13,402.60 million and termination payment of ₹13,370.00 million in relation to the agreement dated November 10, 2010 executed between MPBCDCL and MPRDC for development of 24 border check post in Madhya Pradesh. For speedy resolution of the matter, a writ petition was filed before the Madhya Pradesh High Court (**"High Court"**), Jabalpur. This petition was clubbed with a public interest litigation filed by a third party on the larger issue of pendency of matters before the Tribunal. The matter is currently pending.

(ii) MPBCDCL has filed a reference petition before the Madhya Pradesh Arbitration Tribunal, Bhopal **("Tribunal")** claiming an amount of ₹27,743.20 million against Madhya Pradesh Road Development Corporation **("MPRDC")** under the concession agreement dated November 10, 2010. MPRDC had awarded the contract of construction, operation and maintenance of border check posts at 24 locations in Madhya Pradesh to MPBCDL. Owing to MPRDC's failure to perform obligations, the concession agreement was terminated by MPBCDCL on October 31, 2018. Till the termination, MPBCDCL could complete work on 19 check posts but could not successfully operate these due to traffic leakages and failure of the transport department to grant permission for unloading overloaded commercial vehicles and filed the reference petition. The matter is currently pending.

Jharkhand Road Projects Implementation Company Limited ("JRPICL")

(i) JRPICL has filed a case before the Jharkhand High Court **("High Court")** against the State of Jharkhand and others in relation to non-payment of annuities amounting to ₹1,064.70 million under the concession agreement dated October 14, 2009 executed between JRPICL, State of Jharkhand and Jharkhand Accelerated Road Development Company Limited for Ranchi Patratu Ramgarh Project-II. The Government of Jharkhand had issued a formal administrative order dated March 30, 2016, directing payment of ₹1,064.70 million to JRPICL that still remains outstanding. The matter is currently pending.

(ii) IL&FS has filed an application before National Company Law Appellate Tribunal (**"NCLAT"**) for recategorization of JRPICL's solvency status from 'green' to 'red' with effect from July 1, 2023, based on an 'objective solvency test' conducted by a resolution consultant. IL&FS contended that JRPICL was expected to receive annuities of ₹1,790.00 million for the period of April to September 2023 from the Government of Jharkhand. However, since no such annuities have been received till date, the solvency status of JRPICL may be recategorized. This matter is currently pending.

Jharkhand Infrastructure Implementation Company Limited ("JIICL")

(i) IL&FS has filed an application before National Company Law Appellate Tribunal (**"NCLAT"**) for taking on record the updated solvency categorization exercise carried out by asset and monetisation which recommends continuing the classification of JIICL as a red entity in light of further defaults by the Government of Jharkhand in paying annuities which fell due in May, 2023. This matter is currently pending.

(ii) IL&FS has filed an application before National Company Law Appellate Tribunal (**"NCLAT"**) against Punjab National Bank seeking refund amounting to ₹1,450.00 million from the senior lenders under the loan agreement as a result of their failure to comply with the NCLAT order dated May 11, 2023 which required them to grant certain waivers in lieu of recategorization of JIICL's solvency status from "Green to Red". No such waivers were granted and the said amount was allegedly unlawfully debited from the escrow account of JIICL which was made under the escrow agreement dated May 12, 2023. The matter is currently pending.

Srinagar Sonmarg Tunnelway Limited ("SSTL")

(i) An application has been filed by IL&FS on behalf of SSTL against National Highways and Infrastructure Development Corporation Limited (**"NHIDCL"**) seeking directions to NHIDCL for foreclosure of the concession agreement dated January 24, 2018 executed between SSTL and NHIDCL in connection with construction, operation, and maintenance of Morh tunnel in Jammu & Kashmir, which was terminated on January 15, 2019. NHIDCL had agreed to pay net compensation of ₹4218.00 million for the work done by SSTL and exercised its right to invoke bank guarantees submitted by ITNL amounting to ₹1224.80 million which could not be encashed due to the moratorium order passed by National Company Law Appellate Tribunal, dated October 15, 2018 in relation to resolution process of IL&FS**.** Consequently, NHIDCL insisted that the amount of ₹1224.80 million be withheld from the compensation payable. As per the settlement agreement reached with NHIDCL, the amount of ₹1224.80 million will be withhold by NHIDCL in exchange of them releasing the bank guarantees. The matter is currently pending.

Rapid MetroRail Gurgaon Limited ("RMGL")

(i) RMGL has filed a petition before the Punjab and Haryana High Court (**"High Court"**), against Municipal Corporation of Gurgaon **("MCG")** against MCG's notice dated January 27, 2015, directing RMGL to deposit ₹300.00 million for putting advertisements on RMGL metro site (stations and alignment) in contravention to the Haryana state government's letter dated March 20, 2013, that exempted RMGL from sharing any revenue with MCG for five years. The High Court by way of its order dated February 4, 2015, had asked MCG to not remove advertisements and had asked RMGL to furnish surety for ₹300.00 million which was duly furnished. The matter is currently pending.

GRICL Rail Bridge Development Company Limited ("GRBDCL")

(i) GRBDCL has filed a petition on April 28, 2023, under Section 271(a) of the Companies Act, 2013 before National Company Law Tribunal, Ahmedabad (**"NCLT"**), for its winding up pursuant to the NCLT order dated March 31, 2023. The matter is currently pending.

Road Infrastructure Development Company of Rajasthan Limited ("RIDCOR")

(i) A petition has been filed by RIDCOR before the Rajasthan High court, Jaipur, against the decision of the chief information commission dated July 2, 2007, that held RIDCOR to be a public authority and thus being obligated to disclose information as per the Right to Information Act, 2005. The matter is currently pending.

Material criminal proceedings filed against common associates of the Sponsor and the Project Manager

ITNL Road Infrastructure Development Company Limited ("IRIDCL")

(i) A criminal case under Section 279 and 237 of the Indian Penal Code, 1860, before the Chief Judicial Magistrate, Rajsamand, against IRIDCL in relation to IRIDCL's ambulance getting involved in an accident with a trailer on Gomti – Beawar section of National Highway in the State of Rajasthan. The matter is currently pending.

IL&FS Rail Limited ("IRL")

(i) Ashish Begwani, Director, Enso Infrastructure Limited, has filed a First Information Report ("**F.I.R.**") before the Economic Offences Wing, P.S Mandir Marg, New Delhi against 22 entities comprising of 4 IL&FS group entities (including Rapid Metro Rail Gurgaon Limited *(***"RMGL"***)* and Rapid Metro Rail Gurgaon South Limited ("**RMGSL**"), IRL is named as party in the F.I.R. and 18 people including former and present directors, officers of IL&FS, ITNL, IRL in relation to certain contracts awarded by IRL between June 2010 and August 2014 alleging collusion of the accused company and various bogus

entities to fabricate invoices for non-existent work, resulting in the siphoning of substantial funds. The matter is currently pending.

Rapid Metro Rail Gurgaon South Limited ("RMGSL")

(i) Kindly refer to the criminal case disclosed under IL&FS Rail Limited ("IRL") above, filed by Ashish Begwani, director, Enso Infrastructure Limited, since that also involves RMGSL as a party.

Rapid MetroRail Gurgaon Limited ("RMGL")

(i) Kindly refer to the criminal case disclosed under IL&FS Rail Limited ("IRL") above, filed by Ashish Begwani, director, Enso Infrastructure Limited, since that also involves RMGL as a party.

Material criminal proceedings filed by common associates of the Sponsor and the Project Manager

ITNL Road Infrastructure Development Company Limited ("IRIDCL")

(i) IRIDCL and an employee of IRIDCL has filed a case under Section 279 of the Indian Penal Code, 1860, before Judicial Magistrate First Class court, Beawar, Ajmer, against an anonymous person (**"Accused"**) in relation to a road accident involving the employee sitting in the vehicle of IRIDCL, moving towards Beawar from Toll Plaza 84, when the vehicle was hit by the car of the Accused. The matter is currently pending.

RIDCOR Infra Projects Limited ("RIPrL")

(i) RIPrL has filed a first information report ("**FIR**") against S.S Enterprises for submission of counterfeit bank guarantees dated April 11, 2017 of amount ₹3,29,96,000.00 in accordance with the agreement dated April 11, 2017 executed between RIPrl and SS Enterprises for collection of user fee on Mathura (U.P Border) - Bharatpur at user fee collection plaza Gundwa for the period March 31, 2017 till March 31, 2019. The matter is currently pending.

V. Litigation involving the Sponsor and Sponsor Group

There are no material pending litigations involving the Sponsor.

Material civil proceedings filed against IL&FS Financial Services Limited ("IFSL")

(i) Corporation Bank filed a case against Ind Bharat Thermal Power Limited & Others before the Debt Recovery Tribunal, Delhi under Section 19 of the Recovery of Debts and Bankruptcy Act, 1993 for a claim of ₹90,74,546.00/-. There is no claim against IFSL which has been made a party along with the consortium of banks/FIs. The matter is pending.

(ii) Punjab National Bank has filed recovery proceedings before the Debts Recovery Tribunal, Delhi, against Ind Bharat Thermal Power Limited and all consortium banks including IFSL ("**Defendants**") for recovery of its dues from Ind Bharat Thermal Power Limited in relation to loan facility. The matter is currently pending.

(iii) NCC Limited and NCC Infrastructure Holdings Limited ("**NCCIHL**") have filed a case against IFSL before the Commercial Court Hyderabad. The commercial suit filed by NCC Limited and NCCIHL seeks the return of bank guarantees from the defendants. The matter is pending.

(iv) SKIL Infrastructure Ltd has filed a case against IFSL in the Commercial Civil Court, Ahmedabad. This case has been filed by the borrower. The case pertains to the restructuring of the account. The matter is pending.

(v) Small Industries Development Bank of India ("**SIDBI**") had placed an Inter-Corporate Deposit (ICD) of ₹5000.00 million with IFSL. Due to IFSL 's failure to repay, SIDBI has filed an application against IFSL under Section 45QA of the Reserve Bank of India Act, 1934, before the National Company Law Tribunal (NCLT) Bench at Mumbai. The application seeks directions for the repayment of ₹5000.00 million (under commercial papers), along with interest and other charges. However, the proceedings are currently stayed due to the October 15th NCLAT Order.

(vi) Visa Energy Ventures Limited ("**VEVL**") and Visa Infrastructure Limited ("**VIL**") (collectively, the "**Plaintiffs**") have filed a civil suit before the Calcutta High Court against IFSL, State Bank of India ("**SBI**") and Karvy Stock Broking Limited (collectively the "**Defendants**") seeking declaration that the deed of assignment dated September 9, 2015, executed between IFSL and SBI for assignment of debt and underlying pledge of shares held by VEVL and VIL in Visa Steel Limited ("**VSL**") is illegal, null and void, and further declaration that IFSL is bound to accept repayment of ₹250.00 million along with interest. The matter is currently pending.

(vii) Edelweiss ARC initiated an insolvency proceeding under section 7 of IBC against Adel Landmarks Limited. IFSL provided a term loan of ₹1370.00 million to Adel Landmarks Limited, another loan of ₹600.00 million to the same company, and a loan of ₹2400.00 million ("Golden Glow Facility") to Golden Glow Estates Private Limited. Legal proceedings for recovery are ongoing. IFSL is a financial creditor and has filed its claim with the RP. IFSL had filed an application before the Hon'ble NCLT for rejecting the claims for EARC since the said claims were already admitted in Adel Landmarks CIRP. After much contest, IFSL 's application was allowed and EARC claims were rejected. EARC has filed an appeal against the said order. The appeal of EARC is pending adjudication.

(viii) IFCI initiated insolvency proceedings against Hi-Point Investment and Finance Private Limited and IFSL has sanctioned a term Loan of ₹1250.00 million under the Loan Agreement dated June 21, 2011, along with Supplemental Loan Agreements dated May 29, 2013, and October 21, 2013, to the Hi-Point Investment and Finance Private Limited. IFSL is a financial creditor and has filed its claim with the RP. IFSL is also a party to the various applications filed by the RP before the NCLT under the ongoing CIRP. The settlement deed/ offer has been shared by Art Construction (Akshay Dhawan) and sent to IFSL by RP (Vikram Kumar) of Hi-point Investment. The liquidation order has been passed by NCLT, New Delhi. IFSL has filed its claim before the liquidator.

(ix) Milky Investment and Trading Company filed a case against IFSL before the Debt Recovery Tribunal, Delhi under Section 19 of the Recovery of Debts and Bankruptcy Act, 1993 seeking possession of the Second Floor in Anand Lok Property. The second floor of the property along with the proportionate portion on land is being claimed by Milky Investment. The matter is pending.

(x) Resolution proceedings have been initiated by Union Bank of India, before National Company Law Tribunal, Delhi, against Era Infra Engineering Limited ("**Era**"). IFSL has extended a subordinate loan to one of the subsidiaries of Era i.e. West Haryana Highways Limited ("**WHHL**"). The resolution professional has filed a consolidated application seeking consolidation of all subsidiaries of Era including WHHL even though no resolution proceeding has been initiated against WHHL. This consolidated application is being contested by IFSL. The matter is currently pending.

(xi) Wavell Investments Private Limited ("**Wavell**") has filed a writ petition before the Bombay High Court against IFSL in relation to the facilities that have been sanctioned to Wavell by IFSL. Wavell had approached IFSL for moratorium order under the COVID-19 policy but the moratorium was rejected on the basis of Wavell not being an eligible borrower was declared as a non-performing asset in December 2018. Aggrieved by the rejection of the moratorium, the writ petition has been filed. The matter is currently pending.

(xii) Suchitra Finance & Trading Company Limited ("**SFTCL**") has filed a writ petition before the Bombay High in relation to the notice dated August 7, 2020 (**"Notice"**) received by it under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**Act**") for the security provided in relation to the loan of ₹ 500.00 million extended to it by IFSL, praying the following:

a) quashing of the Notice; b) directions to IFSL for issuing a non-objection certificate for release of securities on the loan for repayment of outstanding dues; c) pending disposal of the writ petition, stay on the execution, implementation and operations of the Notice by IFSL. The matter is currently pending.

(xiii) Corporation Bank has filed contempt proceedings before the Delhi High Court against West Haryana Projects wherein IFSL has been wrongly impleaded. An application has been filed to modify the parties to the effect of removing IFSL. The matter is currently pending.

(xiv) UBHL had sought permission of Karnataka High Court to sell USL shares (that were pledged to IFSL) to Diageo and Relay B V and from out of the sale proceeds to make payment of dues to the secured creditors. The Single judge bench of Karnataka HC Court had allowed UBHL to sell USL shares and pay to its Creditors including IFSL. IFSL was paid approximately ₹1550.00 million. UBHL repaid amounts due to IFSL and got the release of pledged shares. The matter is currently pending in appeal.

(xv) Corporation Bank filed a case against Monet Power Company Limited (MPC) & Others before the Debt Recovery Tribunal, Delhi under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for a claim of ₹51,56,00,000/-. IFSL being a Financial Intuition (FI) was one of the lenders of MPC and hence IFSL has been made a pro forma Defendant in the matter The matter is pending.

(xvi) The Corporation Bank has filed an application before DRT Delhi seeking recovery of Rs. 14, 64,55,149 dues as on 30.05.2018 payable along with the future interest till payment from 31.05.2018, further the applicant has sought permission to sell the hypothecated assets of the borrower company and personal assets of Respondent No. 1 to 4 (includes IFSL). Monnet Power Company Limited approached the consortium of banks and financial institutions for subordinate financial facility of ₹230,00,00,000/- to set up a 1050 MW coal fired power plant at Village Malibrahmani in Angul District. IFSL (Respondent no. 4) was appointed as the Facility Manager to manage, operate and monitor SMCF till its completion and ITCL (Respondent no. 5) was appointed as Lenders Agent, as per the Structured Mezzanine Credit Facility MOA ("SMCF MOA"). Due to continuous defaults in payment of the loan amount, the account of Respondent no. 1 was classified as NPA on September 28, 2014. A recall notice dated December 12, 2017 was issued by IFSL to Respondent no. 1 on behalf of all subordinate lenders.

(xvii) Nina Concrete Systems Pvt. Ltd. has filed CP No. 444 of 2019 against IFSL, seeking recovery of monies under Sections 45Q of the Reserve Bank of India Act, 1934. The next date for this case is yet to be determined, as it has been adjourned sine die on September 6, 2021, due to the moratorium under the October 15 Order.

(xviii) Nina Water-proofing Systems Pvt. Ltd. has filed CP 447 of 2019 against IFSL, seeking recovery of monies under Sections 45Q of the Reserve Bank of India Act, 1934. Similar to the previous case, this matter has been adjourned sine die on September 6, 2021, due to the moratorium under the October 15 Order.

(xix) Nina Water-proofing Systems Pvt. Ltd. has filed CP 457 of 2019 against IFSL, seeking recovery of monies under Sections 45Q of the Reserve Bank of India Act, 1934. This case has also been adjourned sine die on September 6, 2021, due to the moratorium under the October 15 Order.

(xx) Beigh Constructions Company Private Limited ("**BCCPL**")has filed an application before the NCLAT, Delhi seeking the modification of the October 15, 2018 order and seeking permission to initiate legal proceedings against IFSL, ITNL and Grant Thornton India LLP for declaring the purported loan transaction of ₹230.00 million and Rs. 200 Crores involving BCCPL, IFSL and ITNL as null and void.

(xxi) New India Structures Private Limited ("**NISPL***"*) filed an application before the NCLAT, Delhi seeking the modification of the October 15, 2018 order and seeking permission to initiate legal proceedings against IFSL, ITNL and Grant Thornton India LLP for declaring the purported loan transaction of Rs.270 Crores involving NISPL, IFSL and ITNL as null and void.

(xxii) Kalyan Sangam Infrastructure Ltd. ("**KSIL**") has filed an intervention application in Appeals No. 346 & 347 No. of 2018 before the NCLAT, Delhi seeking directions against IFSL and ITNL to set off the demands arising out of the Offer Letters dated 16.3.18 pertaining to the loan of INR 150 Crores to Sangam Business Credit Limited (SBCL) against the Term Loan facility of ITNL of INR 250 Crores alongwith interest thereon arising out of the Offer Letter dated 20.3.18 issued by KSIL.

Material civil proceedings filed by IL&FS Financial Services Limited ("IFSL")

(i) IFSL has filed 27 applications under Section 7 of the Insolvency and Bankruptcy Code of India, 2016, between the years 2005 and 2023 against different entities, involving a total amount of ₹ 43.03 billion.

(ii) IFSL has filed 1 application under Section 95 of the Insolvency and Bankruptcy Code of India, 2016, in the year 2022, against a personal guarantor, involving a total amount of ₹ 30.00 million**.**

(iii) IFLS has filed 35 civil suits/proceedings and commercial suits before different forums, between the years 2009 to 2021 in relation to recovery of loans, etc. granted to different entities, involving a total amount of ₹ 33.69 billion**.**

(iv) IFLS has filed 4 winding up petitions before different forums, between 2001 and 2013 under sections 433 and 439 of the Companies Act, 1956 in relation to loans granted to different entities, involving a total amount of ₹ 1.11 billion.

(v) IFLS has filed 8 recovery proceedings before the debts recovery tribunals, between the years 2015 and 2019 under Section 19 of the Recovery of Debts and Bankruptcy Act, 1993, involving a total amount of ₹ 8.67 billion.

(vi) IFSL has filed suit against La Fin Financial Services Private Limited ("**La Fin**") before the Bombay High Court, seeking specific performance of letter of understanding dated August 20, 2009 issued by La Fin in favour of IFSL. Bombay High Court had granted an injunction restraining La Fin from assigning, transferring or encumbering any of its assets or properties, which was unsuccessfully challenged by La-Fin by way of an appeal. The matter is currently pending.

(vii) IFSL has filed a suit against Multi Commodity Exchange of India Limited ("**MCX-SX**")and another **("Defendants"**) before the Bombay High Court in relation to the share purchase agreement executed between the parties as per which the Defendants had undertaken not to increase their share capital without prior written approval of IFSL. In March 2014, MCX – SX proposed a rights issue without obtaining prior written consent of IFSL. The suit has been filed seeking specific performance by MCX – SX to obtain prior consent from IFSL. The matter is currently pending.

(viii) Contempt Petition was initiated by West Haryana Project Pvt. Ltd. against NHAI and its official including Kehsav Das (ITCL) for non-compliance of the order dated 07.10.2020 passed in the case titled as West Haryana Project Pvt. Ltd v. NHAI and Ors., by the Hon'ble Delhi HC, NHAI (Respondent no.7) floated a tender dated 14.02.2007 for design, engineering, finance, operation and maintenance of Delhi Haryana Border to Rohtak Section of NH-10 from KM 29.70 to KM 87.00 including construction of Bahadurgarh and Rihtak By-pass in the State of Haryana under NHDP Phase-IIIA on build, operate and transfer (BOT) basis ("**Project**"). The Respondent no. 7 and the West Haryana Highway Projects Ltd. (Petitioner) entered into concession agreement dated 06.11.2007 for the Project. As per the concession agreement, West Haryana had been allowed to construct, operate, maintain, demand, collect and appropriate from vehicles and persons using the Highway. This is one whole Toll Plaza catering for the whole length of 63.49 Kms. West Haryana has alleged in the petition that Respondent no. 7 failed to compensate the petitioner as per the terms of the concession agreement. As per Respondent no. 7, the petitioner had been defaulting in maintaining and operating the Highway. Pursuant to a notice dated 28.05.2020, the NHAI took the possession of the Rohad Toll Plaza from the West Haryana. West Haryana initiated action under section 9 of the Arbitration Act by filing OMP (I) Comm. no. 144/2020 titled as "West Haryana Project Pvt. Ltd. vs. NHAI & Ors Vide order dated 07.10.2020, OMP no. 144/2020 was disposed off giving directions to the Respondent no. 1 to release payment upto the extent of 50.00% of

the work of major repair and maintenance work done out of the total work of INR 5.25 Cr. after adjusting the amount already paid. While disposing off the petition, the Court directed that the directions passed in 07.10.2020 will not effect the inter se arrangement as set out under the Minutes of Meeting dated 02.08.2016, whereby the R-1(PNB Bank) has agreed to release INR 71 lacs per month for operation and maintenance of the Project Highway. It has been alleged by the Petitioner that R-1 has been defaulting the said undertaking and has been releasing the amount as per its own whims and fancies. It has been alleged by the Petitioner that despite repeated requests to comply with the directions passed as aforesaid, the R-1 has been acting in defiance. The order dated 07.10.2020 was challenged before Hon'ble Division Bench in FAO (OS) (Comm) no. 151 of 2020. Vide order dated July 21, 2023, the Hon'ble High Court declared contempt petition as infructuous.

(ix) IFSL has filed an application under Section 14 of The Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 before the court of chief metropolitan magistrate, Delhi, against Collage Group Infrastructure Private Limited ("**Collage**") for enforcement of security granted to ILFS in relation to the term loan of ₹900.00 million granted to Collage under the loan agreement dated March 21, 2016 and ₹80.00 million granted to MNT Infratech Private Limited under the loan agreement dated March 22, 2018. The matter is currently pending.

(x) IFSL has filed an application under Section 45QA of the Reserve Bank of India Act, 1934, before National Company Law Tribunal, Kolkata, against Vistar Financiers Private Limited, in relation to a term loan facility of ₹1550.00 million extended under the term loan agreement that turned into a non-performing asset on December 30, 2018. The matter is currently pending.

(xi) IFSL has filed a civil suit against Accel Frontline Limited ("**Accel**") before the Madras High Court in relation to outstanding payment of rent as per the lease agreement. Accel has proposed to settle. The matter is currently pending.

(xii) IFSL has filed an application under Section 45QA of the Reserve Bank of India Act, 1934, before National Company Law Tribunal, Chenani, against Trichem Holdings Limited, in relation to a term loan facility of ₹100.00 million extended under the term loan agreement that turned into a non-performing asset on June 1, 2018. The matter is currently pending.

(xiii) IFSL has filed an application under Section 14 of The Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 before the court of chief metropolitan magistrate, Mumbai, against SKIL Infrastructure Limited ("**SKIL**") for enforcement of security granted to ILFS in relation to the term loan of ₹ 2500.00 million granted to SKIL under the loan agreement dated September 28, 2015. The matter is currently pending.

(xiv) IFSL has filed a writ petition before the Bombay High Court regarding the adjudication of stamp duty payable on its demerger from IL&FS. The superintendent of stamps by way of its order dated December 23, 2013 had demanded a stamp duty of ₹70.72 million and a penalty of ₹ 97.60 million in relation to the demerger. The imposed penalty was disputed by IFSL but the dispute was rejected by the superintendent of stamps following which the demand notice was challenged before the chief controlling revenue authority, Pune which was also dismissed. The writ petition has been filed challenging the dismissal. The matter is currently pending.

(xv) Himachal Sorang Power Private Limited (HSPPL) was awarded with a hydroelectric power project. This project was to be acquired by TAQA from the owners of HSPPL which comprised of NCC, NCCIHL and IECCL. Pending share transfer, NCC group submitted certain bank guarantees to TAQA which were deposited with IFSL for safe custody and were to be returned to NCC on completion of the share transfer. Upon seeking clarification from TAQA on whether to release the BG, TAQA informed that certain conditions were not met and hence not to release the BGS. As the BGs were expiring on Jan. 30, 2019 IFSL and ABFL filed an interpleader suit before the Bombay High Court.

(xvi) IFSL has filed a petition under Section 131 of the Companies Act, 2013, for the revision of financial statements for the FY 2018-2019 and 2019-2020 in case number 2709138 / 00977 / 2024. This petition is currently in the scrutiny stage.

(xvii) A Special Leave Petition has been filed by IFSL before the Supreme Court challenging the Bombay High Court's judgment dated August 12, 2021, refusing to quash SEBI's notice seeking to re-open proceedings which were dropped earlier on account of moratorium.

Material criminal proceedings filed against IL&FS Financial Services Limited ("IFSL")

(i) GC Property Private Limited (under liquidation) has filed a securitisation application under Section 17 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002, against IFSL, before the Debts Recovery Tribunal, Mumbai. The matter is currently pending.

(ii) Enforcement Directorate has filed a complaint under Section 8 of the Prevention of Money Laundering Act, 2002, before adjudicating authority under the Prevention of Money Laundering Act, 2002 against Shiva Shelters and Construction Private Limited ("**SSCL**") (part of SIVA Group) and IFSL in relation to financial assistance given to SSCL. Though the aforesaid account stand settled but the main matter is still pending before the relevant adjudicating authority.

(iii) Quashing petition has been filed under Section 482 of the Code of Criminal Procedure, 1973, by two of the directors of ARM Telecom Services Limited ("**ARM Telecom**") before the Bombay High Court in relation to the proceedings under Section 138 of the Negotiable Instruments Act, 1881, filed by IFSL against ARM Telecom and its directors.

(iv) Quashing petition has been filed under Section 482 of the Code of Criminal Procedure, 1973, by one of the directors of Serveall Construction Private Limited ("**Serveall**") before the Bombay High Court in relation to the proceedings under Section 138 of the Negotiable Instruments Act, 1881, filed by IFSL against Serveall and its directors.

(v) The case, as per Original Complaint (OC) No. 1824/2022, involves Defendant No. 29 (IFSL), acting as the mortgagee of a property specifically mentioned in Sr. No. 2. The legal proceedings concern the attachment of assets under the Prevention of Money Laundering Act (PMLA). The central issue is whether the provisions of the PMLA take precedence over other laws, including the Insolvency and Bankruptcy Code (IBC) and the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act. This matter is presently under adjudication before the Hon'ble Supreme Court.

Material criminal proceedings filed by IL&FS Financial Services Limited ("IFSL")

(i) IFSL has filed 34 criminal proceedings before different forums, between the years 2013 and 2021 under Section 138/141 of the Negotiable Instruments Act, 1881, against different entities/individuals, involving a total amount of approximately ₹ 21.28 billion.

(ii) An intervention application was filed by IFSL before the Supreme Court in a criminal case seeking permission for recovery as per law in relation to the loan of ₹2,350.00 million granted to Unitech Limited ("**Unitech**") under the loan agreement dated December 3, 2015, and the ₹550.00 million granted to Havelock Properties Limited under the loan agreement dated August 4, 2017. As per Supreme Court's order dated January 20, 2020, a new board of Unitech was constituted allowing them to formulate a resolution framework for the project lands. The resolution framework has been shared by the board and IFSL has also shared its suggestions towards the same. The matter is currently pending.

Material regulatory proceedings against by IL&FS Financial Services Limited ("IFSL")

(i) In the matter of IL&FS Financial Services Limited, a Show Cause Notice (SCN) dated July 8, 2021, was issued under Section 15-I (3) of the Securities and Exchange Board of India Act, 1992. This notice re-

opens adjudication proceedings for violations of the SEBI LODR Regulations, 2015, pursuant to a Show Cause Notice dated July 28, 2020. The previous adjudication proceedings were disposed of by an order of the adjudicating officer dated December 24, 2020. However, the proceedings have been adjourned sine die due to pending matters before the Hon'ble Supreme Court in SLP (C) No. 13107 of 2021 filed by IFSL.

Notes:
(1) ITNL and IL&FS also form part of the Sponsor Group and disclosures in relation to these have been made under "Litigation involving the common associates of the Sponsor, the Project Manager and the Investment Manager" above.
(2) Roadstar Infra Private Limited; Sabarmati Capital One Limited; IL&FS Airports Limited, and IL&FS Cluster Development Initiative Limited are other entities forming part of the Sponsor Group having no litigation involving them.

VI. Litigation involving the Project Manager and its associates

Material civil proceedings filed against EMSL

(i) A civil case under the Minimum Wages Act, 1948 has been filed by Mr. Binod Singh along with 29 other claimants against EMSL claiming alleged overtime wages from the year 2012 to 2020 in respect of their employment for works at Ranchi Patratu Highway and Ranchi Ring Road. The main allegation therein is that despite the actual work hours of the claimants being 12 Hrs., the wages have only been paid for 8 Hrs. The principal claim amount as per the allegations is ₹1,55,85,992.00,while the compensation demanded is ₹15,58,59,220.00, amounting to a total of ₹17,14,45,142.00. EMSL has filed a writ petition for quashing the case wherein the lower court proceedings have been stayed.

Material criminal proceedings filed against EMSL

(i) A criminal case has been instituted by the Government of Gujarat under sections 304 and 114 of the Indian Penal Code, 1860 against some of the employees of EMSL before the Principal Sessions Judge, Rajkot, in relation to the collapse of a wall of the overbridge on the Jetpur-Gondal Rajkot national highway near Aji Dam at Rajkot at the (West Gujarat Expressway Limited project site) leading to the death of two persons. The matter is currently pending.

(ii) A criminal case has been instituted by the State of Maharashtra under sections 323, 353, 354-A, 504, 506 and 509 of the Indian Penal Code, 1860 against some of the employees of EMSL before II Adhoc District Judge and Assistant Sessions Judge, Khed, Maharashtra, in relation to an altercation between some police officers and the employees of EMSL when the former refused to pay the toll fee at the Chlakwadi Toll Plaza. The matter is currently pending.

(iii) A Criminal Complaint has been filed by the Labour Enforcement Officer, (Central) Pune, Maharashtra ("**LEO**") against EMSL through its Director Mr. K.R Khan before the Judicial Magistrate First Class, Junior Division, Mohol, Maharashtra, alleging violation of the Contract Labour Act, 1970 and the Contract Labour Central Rules, 1971. Further, Mr. Sachin Joshi who is not the Director of EMSL but of a sister concern has also been wrongly made an accused in the matter in the capacity of a director. The matter is currently pending for appearance of the Labour Enforcement Officer and ascertaining of the penalty amount. Once the penalty amount is ascertained, the same will be paid for compounding the offences and the matter will be disposed of.

(iv) A criminal case has been instituted by the State of Maharashtra under section 304(A) of the Indian Penal Code, 1860 against an employee of EMSL before the II Joint Judicial Magistrate First Class, Mohol, Maharashtra. The matter pertains to a fatal accident that happened on September 6, 2021 resulting in the death of one person on the Pune-Solapur Highway near Shivavarun village. The deceased was riding his motorbike at the time of the incident when unfortunately, he skidded on some water that had accumulated on the road due to the rainy season and met with an accident. Subsequent to the investigation, the case

has been instituted in the year 2024 against the then Project Manager of EMSL at the site. The matter is currently pending.

Material criminal proceedings filed by EMSL

(i) A criminal case has been filed by EMSL through is authorized representative/employee, Mr. Kanak Singh, against Ahilya Developers Private Limited (**"Ahilya"**) and its directors under sections 420, 406, 465, 467 and 468 of the Indian Penal Code, 1860, before the Judicial Magistrate, Senior Division, Gandhinagar, for furnishing fake bank guarantee no. 00483722FG503439 dated 16.10.2017 of ₹20.00 million. In 2017, EMSL was sub-contracted the work of major road upgradation in Madhya Pradesh by ITNL – IECCL (JV) under agreement dated November 23, 2017, for (Madhya Pradesh Road Development Corporation Ltd.) Package 02 for which services of Ahilya were availed and an advance of ₹10.00 million was given against which the bank guarantee was furnished. Due to deficiency in services, Ahilya's services were terminated. At the time when EMSL tried encashing the bank guarantee, the same was found to be a fabricated document. The matter is currently pending.

(ii) A criminal case has been instituted by EMSL against the directors of Randal Infrastructure Private Limited (**"Randal"**) under sections 420, 406, 467 and 468 of the Indian Penal Code, 1860, before the additional Chief Judicial Magistrate, Patna, Bihar, for furnishing fake bank guarantee no. 4470PIBG1000007 dated June 20, 2017, of ₹5.50 million. In 2017, EMSL was sub-contracted the work of major road upgradation in Madhya Pradesh by ITNL – IECCL (JV) under agreements dated November 23, 2017 for Madhya Pradesh Road Development Corporation Limited ("**MPRDC**") Package 02 and agreement dated August 3, 2017 for MPRDC Package 10, for which services of Randal were availed and an advance of ₹5.50 million was given against which the bank guarantee was furnished. Due to deficiency in services, Randal's services were terminated. When EMSL tried encashing the bank guarantee, the same was found to be a fabricated document. The matter is currently pending.

(iii) An application under section 156(3) of the Code of Criminal Procedure, 1973 filed against Ms. Hemlata and other accused for offences under sections 379 and 406 of the Indian Penal Code, 1860 before Chief Judicial Magistrate, Seoni, Madhya Pradesh, for theft and criminal breach of trust regarding the construction equipment, machines and miscellaneous assets belonging to EMSL from the project site at Madhya Pradesh. EMSL was sub-contracted the work of major road upgradation in Madhya Pradesh by ITNL – IECCL (JV) under agreement dated August 3, 2017 for Madhya Pradesh Road Development Corporation Limited Package 11. Due to financial crunch, EMSL could not continue the work and many of the regional contractors and workers stole the construction equipment, machines and miscellaneous assets belonging to EMSL. The matter is currently pending.

(iv) A revision petition has been filed before I Sessions Judge, Waraseoni, Madhya Pradesh against the order dated December 4, 2020, of the Judicial Magistrate, First Class, Balaghat (M.P.) dismissing the application under section 156(3) of the Code of Criminal Procedure, 1973. The application was filed against M/s Kamakhya Suppliers (Proprietorship) through Mr. Mohan Sohane and other accused for offences under sections 379 and 406 of the Indian Penal Code, 1860 for theft and criminal breach of trust regarding the construction equipment, machines and miscellaneous assets belonging to EMSL from the project site at Madhya Pradesh. EMSL was sub-contracted the work of major road upgradation in Madhya Pradesh by ITNL – IECCL (JV) under agreement dated August 3, 2017 for Madhya Pradesh Road Development Corporation Limited Package 11. Due to financial crunch, EMSL could not continue the work and many of the regional contractors and workers stole the construction equipment, machines and miscellaneous assets belonging to EMSL. The matter is currently pending.

(v) A criminal complaint has been filed against M/s Aaryan Construction Company (*Through Mr. Sanju*) and other accused under sections 379, 406 and 420 of the Indian Penal Code, 1860, before the Judicial Magistrate, First Class, Bidar, Karnataka, for theft of materials/assets/machines of EMSL from the Bidar Humnabad Road Project ("**BHRP Project**") site. EMSL was sub-contracted the work of road widening/construction at the BHRP Project site, by IL&FS Engineering and Construction Company Ltd. through a sub-contract agreement dated April 13, 2017, for which services of the accused were availed

by EMSL. Due to financial crunch, EMSL could not make the payment to the accused following which materials/assets/machines were lifted from the project site. The matter is currently pending.

(vi) A criminal complaint has been filed against Mr. Vishwanath Papde & other accused under sections 379, 406 and 420 of the IPC before the Judicial Magistrate Senior Division, Bhalki, Bidar, (Kar) for theft of materials/assets/machines belonging to EMSL from the Bidar Humnabad Road Project ("**BHRP Project**") site. EMSL had been sub-contracted the work of road widening/construction at the BHRP Project site, by M/s IL&FS Engineering and Construction Company Limited through a sub-contract agreement dated April 13, 2017 and for the said purpose EMSL has availed the services of the Accused. Due to financial crunch, EMSL could not make the payment to the Accused persons following which materials/assets/machines were lifted from the project site. The matter is currently pending.

VII. Litigation involving the Trustee

Nil

Taxation Proceedings

Details of all direct tax and indirect tax matters against the (i) the Trust, its Associates and the Project SPVs; (ii) the Sponsor, the Project Manager, the Investment Manager and their respective Associates, and the Sponsor Group as of the date of this Draft Placement Memorandum, are as follows:

Sr. No.	Nature of Case	Number of cases	Amount involved (in ₹ million)
Trust and its Associates			
Trust			
1	Direct Tax	*Nil*	*Nil*
2	Indirect Tax	*Nil*	*Nil*
TRDCL			
1	Direct Tax	14	1,974.74
2	Indirect Tax	2	10.95
BAEL			
1	Direct Tax	1	223.65
2	Indirect Tax	2	1.57
MBEL			
1	Direct Tax	7	7,421.65
2	Indirect Tax	2	16.59
HREL			
1	Direct Tax	10	4,238.82
2	Indirect Tax	*Nil*	-
SBHL			
1	Direct Tax	2	1,431.24
2	Indirect Tax	*Nil*	*Nil*
PSRDCL			
1	Direct Tax	6	6,230.40
2	Indirect Tax	3	5.85
Sponsor			
1	Direct Tax	*Nil*	*Nil*
2	Indirect Tax	*Nil*	*Nil*
Project Manager			
1	Direct Tax	5	89.19
2	Indirect Tax	11	78.34
Investment Manager and its Associates^			

Sr. No.	Nature of Case	Number of cases	Amount involved (in ₹ million)
1	Direct Tax	8	1,775.01
2	Indirect Tax	0	-
Sponsor Group			
1	Direct Tax	72	66,839.95
2	Indirect Tax	24	794.00
Common Associates of the Sponsor and Project Manager^^			
1	Direct Tax	108	37,063.16
2	Indirect Tax	21	2,227.35

^ ITNL & IL&FS, who are common associates of the Investment Manager, Project Manager and the Sponsor, have been covered under the head of 'Sponsor Group' only.

^^All associates of the Sponsor and the Project Manager are common and accordingly have been covered under the head "Common Associates of the Sponsor and Project Manager". This does not include ITNL and IL&FS as these tax litigations relating to these two entities have been covered under the head "Sponsor Group".

SECURITIES MARKET OF INDIA

The information in this section has been extracted from documents available on the website of SEBI and the Stock Exchanges and has not been prepared or independently verified by the Parties to the Trust or the Placement Agent or any of their respective affiliates or advisors. The information below is given for the benefit of Eligible Creditors in the Unit Distribution. Eligible Creditors are advised to make their independent investigations and ensure that they are eligible to receive and hold the Units under Indian laws or regulations.

The Indian Securities Market

India has a long history of organized securities trading. In 1875, the first stock exchange was established in Mumbai. The BSE and the NSE, together hold a dominant position among the stock exchanges in terms of the number of listed companies, market capitalisation and trading activity.

Stock Exchange Regulation

Indian stock exchanges are regulated primarily by SEBI, as well as by the Government acting through the Ministry of Finance, Capital Markets Division, under the Securities Contracts (Regulation) Act, 1956 ("**SCRA**") and the Securities Contracts (Regulation) Rules, 1957 ("**SCRR**"). SEBI, in exercise of its powers under the SCRA and the SEBI Act, notified the SCR (SECC) Regulations, which regulate *inter alia* the recognition, ownership and governance of stock exchanges and clearing corporations in India together with providing for minimum capitalisation requirements for stock exchanges. The SCRA, the SCRR and the SCR (SECC) Regulations along with various rules, bye-laws and regulations of the respective stock exchanges, regulate the recognition of stock exchanges, the qualifications for membership thereof and the manner, in which contracts are entered into, settled and enforced between members of the stock exchanges.

The SEBI Act empowers SEBI to regulate the Indian securities markets, including stock exchanges and intermediaries in the capital markets, promote and monitor self-regulatory organisations and prohibit fraudulent and unfair trade practices. Regulations concerning minimum disclosure requirements by public companies, rules and regulations concerning investor protection, insider trading, substantial acquisitions of shares and takeover of companies, buy-backs of securities, employee stock option schemes, stockbrokers, merchant bankers, underwriters, mutual funds, foreign portfolio investors, credit rating agencies and other capital market participants have been notified by the relevant regulatory authority.

Listing and Delisting of Units

The InvIT Regulations provide for listing and delisting of units of infrastructure investment trusts on the stock exchanges.

BSE

Established in 1875, it is the oldest stock exchange in India. In 1957, it became the first stock exchange in India to obtain permanent recognition from the Government under the SCRA. It has evolved over the years into its present status as one of the premier stock exchanges of India.

NSE

NSE was established by financial institutions and banks to provide nationwide online, satellite-linked, screen-based trading facilities with market-makers and electronic clearing and settlement for securities including government securities, debentures, public sector bonds and units. It has evolved over the years into its present status as one of the premier stock exchanges of India. NSE was recognised as a stock exchange under the SCRA in April 1993 and commenced operations in the wholesale debt market segment in June 1994. The capital market (equities) segment commenced operations in November 1994 and operations in the derivatives segment commenced in June 2000.

Internet-based Securities Trading and Services

Internet trading takes place through order routing systems, which route client orders to exchange trading systems for execution. Stockbrokers interested in providing this service are required to apply for permission to the relevant stock exchange and also have to comply with certain minimum conditions stipulated by SEBI. The NSE became the first exchange to grant approval to its members for providing internet-based trading services. Internet trading is possible on both the "equities" as well as the "derivatives" segments of the NSE.

Trading Hours

Trading on both the NSE and the BSE occurs from Monday to Friday, between 9:15 a.m. and 3:30 p.m. 1ST (excluding the 15 minutes pre-open session from 9:00 a.m. to 9:15 a.m. that has been introduced recently). The NSE and the BSE are closed on public holidays. The recognised stock exchanges have been permitted to set their own trading hours (in the cash and equity derivatives segments) subject to certain conditions.

Trading Procedure

NSE has introduced a fully automated trading system called National Exchange for Automated Trading ("**NEAT**"), which operates on strict time/price priority besides enabling efficient trade. NEAT has provided depth in the market by enabling large number of members all over India to trade simultaneously, narrowing the spreads.

Depositories

The Depositories Act provides a legal framework for the regulation of depositories in securities and for matters connected therewith or incidental thereto. Further, SEBI has framed regulations in relation to the registration of such depositories, the registration of participants as well as the rights and obligations of the depositories, participants, companies and beneficial owners.

SELLING AND TRANSFER RESTRICTIONS

The distribution of this Draft Placement Memorandum and the offer, sale, delivery or distribution of the Units is restricted by law in certain jurisdictions. Persons who may come into possession of this Draft Placement Memorandum are advised to consult with their own legal advisors as to what restrictions may be applicable to them and to observe such restrictions. This Draft Placement Memorandum may not be used for the purpose of an offer or invitation in any circumstances. Due to the following restrictions, Eligible Creditors are advised to consult legal counsel prior to purchasing or subscribing to the Units or making any resale, pledge or transfer of the Units.

Republic of India

The Draft Placement Memorandum may not be distributed directly or indirectly in India or to residents of India and any Units may not be offered, sold or distributed directly or indirectly in India to, or for the account or benefit of, any resident of India except as permitted by applicable Indian laws and regulations.

The Units may not be offered, sold or distributed, directly or indirectly, and the Draft Placement Memorandum, any offering materials and any advertisements in connection with the offering or distribution of the Units may be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. The Unit Distribution will be made in compliance with the applicable SEBI InvIT Regulations.

Canada

Prospective Canadian investors/ Eligible Creditors are advised that the information contained within this Draft Placement Memorandum has not been prepared with regard to matters that may be of particular concern to Canadian investors/ Eligible Creditors. Accordingly, prospective Canadian investors/ Eligible Creditors should consult with their own legal, financial and tax advisers concerning the information contained within this Draft Placement Memorandum and as to the suitability of an investment in the Units in their particular circumstances.

The Units may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are both (i) accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and (ii) permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Units must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Draft Placement Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("**NI 33-105**"), the Placement Agent is not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Upon receipt of this Draft Placement Memorandum, each Canadian purchaser/ Eligible Creditors hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. Par la réception de ce document, chaque acheteur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières.

Dubai International Financial Centre

The Draft Placement Memorandum relates to an Exempt Offer in accordance with the Markets Rules Module of the Dubai Financial Services Authority ("**DFSA**") Rulebook. The Draft Placement Memorandum is intended for distribution only to persons of a type specified in the Markets Rules Module. It must not be delivered to, or relied on

by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved the Draft Placement Memorandum nor taken steps to verify the information set forth herein and has no responsibility for this Draft Placement Memorandum. The securities to which the Draft Placement Memorandum relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers or Eligible Creditors of the securities/ units offered or distributed should conduct their own due diligence on the securities. If you do not understand the contents of the Draft Placement Memorandum, you should consult an authorized financial advisor.

In relation to its use in the Dubai International Financial Centre, the Draft Placement Memorandum is strictly private and confidential and is being distributed to a limited number of investors/ Eligible Creditors and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. The interests in the securities/ units may not be offered, sold or distributed directly or indirectly to the public in the Dubai International Financial Centre.

European Economic Area

In relation to each member state of the European Economic Area and the United Kingdom (each, a "**Relevant State**"), no Units have been offered or distributed or will be offered or distributed pursuant to the Unit Distribution to the public in that Relevant State prior to the publication of a prospectus in relation to the Units that has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that offers of the Units may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation.

a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the Placement Agent and the Syndicate Members for any such offer; or

c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the Units shall require the InvIT or any manager to publish a prospectus pursuant to article 3 of the Prospectus Regulation or supplement a prospectus pursuant to article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression "**offer to the public**" in relation to any Units in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any Units to be offered so as to enable an investor to decide to purchase or subscribe for any Units and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

Hong Kong

The Placement Agent has represented, warranted and agreed that:

(i) it has not offered, sold or distributed and will not offer, sell or distribute in Hong Kong, by means of any document, any Units other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**CWUMPO**") or which do not constitute an offer to the public within the meaning of the CWUMPO; and

(ii) it has not issued or had in its possession for the purposes of the issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere any advertisement, invitation or document relating to the Units, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong), other than with respect to Units which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Mauritius

The Units may not be offered, sold or distributed, directly or indirectly, to the public in Mauritius. Neither the Draft Placement Memorandum nor any offering material or information contained herein relating to the offer or distribution of the Units may be released or issued to the public in Mauritius or used in connection with any such offer. The Draft Placement Memorandum does not constitute an offer to sell the Units to the public in Mauritius and is not a prospectus as defined under the Companies Act 2001.

Singapore

The Draft Placement Memorandum has not been and will not be registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, the Draft Placement Memorandum and any other document or material in connection with the offer, sale or distribution, or invitation for subscription, purchase or distribution, of the Units may not be circulated or distributed, nor may the Units be offered, sold or distributed, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, (Chapter 289), of Singapore as modified and amended from time to time (the "**Securities and Futures Act**")) pursuant to Section 274 of the Securities and Futures Act, (ii) to a relevant person (as defined in Section 275(2) of the Securities and Futures Act) pursuant to Section 275(1) of the Securities and Futures Act, or any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Units are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each as defined in Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Units pursuant to an offer made under Section 275 of the Securities and Futures Act except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the Securities and Futures Act; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Notification under Sections 309B(1)(a) and 309B(1)(c) of the SFA: The InvIT determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Units are: (A) prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and (B) Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAAN16: Notice on Recommendations on Investment Products).

Taiwan

The Units have not and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued, offered or distributed within Taiwan through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice regarding or otherwise intermediate the offering, sale and distribution of the Units in Taiwan.

United Arab Emirates (excluding the Dubai International Financial Centre)

This document does not constitute or contain an offer and distribution of securities/ units to the general public in the United Arab Emirates ("**UAE**"). No offering, marketing, promotion, advertising or distribution (together, "**Promotion**") of this document or the Units may be made to the general public in the UAE unless: (a) such Promotion has been approved by the UAE Securities and Commodities Authority (the "**SCA**") and is made in accordance with the laws and regulations of the UAE, including SCA Board of Directors' Chairman Decision no. (3/R.M.) of 2017 (the "**Promotion and Introduction Regulations**"), and is made by an entity duly licensed to conduct such Promotion activities in the UAE; or (b) such Promotion is conducted by way of private placement made: (i) only to non-natural persons "Qualified Investors" (as such term is defined in the Promotion and Introduction Regulations); or (ii) otherwise in accordance with the laws and regulations of the UAE; or (c) such Promotion is carried out by way of reverse solicitation only upon an initiative made in writing by an investor in the UAE. None of the SCA, the UAE Central Bank, the UAE Ministry of Economy or any other regulatory authority in the UAE has reviewed or approved the contents of this document nor does any such entity accept any liability for the contents of this document.

United Kingdom

The Draft Placement Memorandum is only directed at, and will only be provided to, persons to whom interests may lawfully be promoted pursuant to section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**"). In particular, this Draft Placement Memorandum is only directed at, and will only be provided to, investment professionals ("**Relevant Persons**") within the meaning of article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 ("**FPO**"). Any investment or investment activity to which the Draft Placement Memorandum relates is available only to Relevant Persons and dealings hereunder will be made only with Relevant Persons. Persons who are not investment professionals within the meaning of article 19 of the FPO should not rely on the Draft Placement Memorandum.

The Draft Placement Memorandum has not been delivered for approval to the United Kingdom Financial Conduct Authority in the United Kingdom or to an authorized person within the meaning of the FSMA. No approved prospectus within the meaning of section 85 of the FSMA or of the Prospectus Regulation has been published or is intended to be published in relation to the Offer. The Draft Placement Memorandum does not constitute a prospectus for the purposes of the FSMA or the Prospectus Regulation.

United States of America

Each purchaser/ Eligible Creditor acknowledges and represents that:

i. it understands and agrees that the Units have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred, except (1) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S, (2) pursuant to an exemption from the registration requirements of the U.S. Securities Act, or (3) pursuant to an effective registration statement under the U.S. Securities Act and (4) in accordance with all applicable securities laws of any state, territory or other jurisdiction of the United States;

ii. it understands that in the event Units are held in certificated form, such certificated Units will bear a legend substantially to the following effect:

"THE SECURITY EVIDENCED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED

UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. **SECURITIES ACT**"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT: (A) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (B) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT; OR (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED UNDER THE U.S. SECURITIES ACT FOR RESALES OF THIS SECURITY.";

iii. any resale made other than in compliance with the above stated restrictions shall not be recognised by the InvIT;

iv. it agrees that it will give to each person to whom it transfers Units notice of any restrictions on transfer of such Units; and

v. it acknowledges that the InvIT, the Sponsor and the Placement Agent and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of such acknowledgements, representations or agreements deemed to have been made by virtue of its purchase of Units are no longer accurate, it will promptly notify the InvIT, the Sponsor and the Placement Agent, and if it is acquiring any Units as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Other Jurisdictions

The distribution of Draft Placement Memorandum and the offer, sale or distribution of the Units may be restricted by law in certain jurisdictions. Persons into whose possession this Draft Placement Memorandum comes are required to inform themselves about, and to observe, any such restrictions to the extent applicable.

RIGHTS OF UNITHOLDERS

The rights and interests of Unitholders are included in this Draft Placement Memorandum and the InvIT Regulations. Under the Trust Deed and the Investment Management Agreement, these rights and interests are safeguarded by the Trustee and the Investment Manager, respectively. Any rights and interests of Unitholders as specified in this Draft Placement Memorandum would be deemed to be amended to the extent of any amendment to the InvIT Regulations.

Beneficial Interest

Each Unit represents an undivided beneficial interest in the Trust. A Unitholder has no equitable or proprietary interest in the InvIT Assets and is not entitled to transfer of the InvIT Assets (or any part thereof) or any interest in the InvIT Assets (or any part thereof) of the Trust. A Unitholder's right is limited to the right to require due administration of the Trust in accordance with the provisions of the Trust Deed and the Investment Management Agreement.

Ranking

No Unitholder of the Trust shall enjoy superior voting or any other rights over another Unitholder. Further, the Units shall not have multiple classes, except for any subordinate Units that may be issued only to the Sponsor and their Associates, where such subordinate units carry only inferior voting or any other rights compared to other Units in the future in accordance with Regulation 4(2)(h) of the InvIT Regulations.

Redressal of grievances

The Investment Manager shall ensure adequate and timely redressal of all Unitholders' grievances pertaining to the activities of the Trust, and the Trustee shall periodically review the status of Unitholders' complaints and their redressal undertaken by the Investment Manager. The Stakeholders' Relationship Committee of the Investment Manager shall monitor the status of complaints and their redressal, and maintain records of grievances and actions taken for the same. For details, please see the section "*Corporate Governance*" on page 135.

Distribution

The Unitholders shall have the right to receive distribution in accordance with the InvIT Regulations, the Distribution Policy and in the manner provided in this Draft Placement Memorandum. For details, please see the section "*Distribution*" on page 265.

Nominee Directors

Unitholder(s), holding not less than 10.00% of the total outstanding Units, either individually or collectively, shall be entitled to nominate one director on the board of directors of the Investment Manager. In this regard, we shall undertake the relevant actions in due course in accordance with the SEBI Circular dated September 11, 2023 entitled "SEBI/HO/DDHS-PoD-2/P/CIR/2023/153"and the InvIT Regulations. We have also adopted the Policy on Unitholder Nominee Directors on January 25, 2024, and such policy has been uploaded on the website of the Investment Manager. For details, please see the section "*Corporate Governance*" on page 135.

Meeting of Unitholders

Meetings of Unitholders will be conducted in accordance with the InvIT Regulations.

Passing of resolutions

1. With respect to any matter requiring approval of the Unitholders:

    (i) a resolution shall be considered as passed when the votes cast by Unitholders, so entitled and voting, in favour of the resolution exceed a certain percentage as specified in the InvIT Regulations, of votes cast against;

(ii) the voting may be done by postal ballot or electronic mode;

(iii) a notice of not less than 21 (twenty one) days shall be provided to the Unitholders;

(iv) voting by any person who is a related party in such transaction, as well as associates of such person(s) shall not be considered on the specific issue; and

(v) the Investment Manager shall be responsible for all the activities pertaining to conducting of meeting of the Unitholder, subject to oversight by the Trustee.

However, for issues pertaining to the Investment Manager, including a change in Investment Manager, removal of Investment Manager or change in control of Investment Manager; the Trustee shall convene and handle all activities pertaining to conduct of the meetings. Additionally, for issues pertaining to the Trustee, including change in Trustee, the Trustee shall not be involved in any manner in the conduct of the meeting.

2. For the Trust:

(i) an annual meeting of all Unitholders shall be held not less than once a year within 120 days from the end of each financial year and the time between two meetings shall not exceed 15 months;

(ii) with respect to the annual meeting of Unitholders,

(a) any information that is required to be disclosed to the Unitholders and any issue that, in the ordinary course of business, may require approval of the Unitholders may be taken up in the meeting including:

- latest annual accounts and performance of the Trust;
- approval of auditors and fee of such auditors, as may be required;
- latest valuation reports;
- appointment of valuer, as may be required; and
- any other issue;

(b) for any issue taken up in such meetings which require approval from the Unitholders other than as specified in Regulation 22(6) of the InvIT Regulations and paragraph 4 below, votes cast in favour of the resolution shall be more than the votes cast against the resolution.

3. In case of the following, approval from the Unitholders shall be required where the votes cast in favour of the resolution shall be more than the votes cast against the resolution:

(i) any approval from the Unitholders required in terms of Regulation 18 (*Investment conditions and dividend policy)*, Regulation 19 (*Related Party Transactions*) and Regulation 21 *(Valuation of assets*) of the InvIT Regulations;

(ii) any borrowings, in excess of the limits specified under Regulation 20(2) of the InvIT Regulations;

(iii) any transaction, other than any borrowing, the value of which is equal to or greater than 25% (twenty five per cent) of the InvIT Assets;

(iv) increasing period for compliance with investment conditions to one year in accordance with Regulation 18(5)(c) of the InvIT Regulations;

(v) any issue, in the ordinary course of business, which in the opinion of the Sponsor or the Trustee or the Investment Manager, is material and requires approval of the Unitholders, if any;

(vi) any issue for which SEBI or the stock exchanges requires approval; and

(vii) de-classification of the status of Sponsor.

4. In case of the following, approval from the Unitholders shall be required where the votes cast in favour of the resolution shall not be less than one and a half times the votes cast against the resolution:

(i) any change in Investment Manager including removal of the Investment Manager or change in control of the Investment Manager;

(ii) the Trustee and Investment Manager proposing to seek delisting of units of the Trust under clause (e) of sub-regulation (1) of regulation 17 of the InvIT Regulations;

(iii) any issue, not in the ordinary course of business, which in the opinion of the Sponsor or Investment Manager or Trustee requires approval of the Unitholders;

(iv) any material change in investment strategy or any change in the management fees of the Trust;

(v) any issue for which SEBI or the designated stock exchanges require approval;

(vi) any issue taken up on request of the Unitholders including:

(a) removal of the Investment Manager and appointment of another investment manager to the Trust;

(b) removal of the Auditors and appointment of another auditors to the Trust;

(c) removal of the Valuer and appointment of another valuer to the Trust;

(d) any issue which the Unitholders have sufficient reason to believe that is detrimental to the interest of the Unitholders;

(e) change in the Trustee, if Unitholders have sufficient reason to believe that acts of the Trustee are detrimental to the interest of Unitholders; and

(f) delisting of the Trust, if the Unitholders have sufficient reason to believe that such delisting would act in the interest of the Unitholders

With respect to the rights of the Unitholders under clause 4(vi) above:

(i) not less than 25% of the Unitholders by value, other than any party related to the transactions and its associates, shall apply, in writing, to the Trustee for the purpose;

(ii) on receipt of such application, the Trustee shall require, with the Investment Manager to place the issue for voting in the manner as specified in the InvIT Regulations;

(iii) with respect to clause 4(iv)(e) above, not less than 60% of the Unitholders by value shall apply, in writing, to the Trustee for the purpose.

5. In case of the following, approval from 75% of Unitholders by value shall be required:

(i) In case of any borrowing by the Trust in terms of limit specified in clause (b) of sub-regulation 3 of Regulation 20 of the InvIT Regulations;

(ii) In case that any person other than the Sponsor, its related parties and its associates, acquires Units of the Trust, which taken together with Units held by such person and by persons acting in concert with such persons in the Trust, exceeds 25% of the value of the outstanding Units of the Trust (value of Units held by parties related to the transaction shall not be considered for this specific purpose);

Provided that if the required approval is not received, the person acquiring the Units shall provide an exit option to the dissenting Unitholders to the extent and in the manner as may be specified by SEBI;

(iii) Prior to any change in Sponsor or inducted sponsor or change in control of Sponsor or inducted sponsor (value of Units held by parties related to the transaction shall not be considered for this specific purpose).

If the required approval is not received:

a. in case of change in Sponsor or inducted sponsor, the proposed inducted sponsor shall provide the dissenting Unitholders an option to exit by buying their units in the manner specified by SEBI; and

b. in case of change in control of the Sponsor or inducted sponsor, the said Sponsor or inducted sponsor shall provide the dissenting Unitholders an option to exit by buying their Units in the manner specified by SEBI.

Information rights

The Investment Manager, on behalf of the Trust, shall also submit such information to the Stock Exchanges and Unitholders, on a periodical basis as may be required under the InvIT Regulations and the Listing Agreement entered into with the Stock Exchange. The Investment Manager (on behalf of the Trust) shall disclose to the Stock Exchange, Unitholders and SEBI, all such information and in such manner as specified under the InvIT Regulations and such other requirements as may be specified by SEBI. The Investment Manager, on behalf of the Trust, shall also provide disclosures or reports specific to the sector or sub-sector in which the Trust has invested or proposes to invest, in the manner as may be specified by SEBI.

Dispute Resolution

All claims, differences or disputes between the Unitholders and the Investment Manager arising out of or in relation to the activities of the Investment Manager in the securities market shall be submitted to a resolution mechanism that includes mediation and/or conciliation and/or arbitration, in accordance with the procedure specified by SEBI pursuant to the Master Circular for Online Resolution of Disputes in the Indian Securities Market dated July 31, 2023 issued by the SEBI and bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended.

No loss or damage or expenses incurred by the Investment Manager or officers of the Investment Manager, including those in relation to resolution of claims or disputes of unitholders, shall be met out of the trust property.

The Investment Manager shall redress investor grievances within the timelines specified under the InvIT Regulations in the manner as specified by SEBI.

Buy-back, Listing and Delisting of Units

Any buy-back, listing or delisting of Units, shall be in accordance with the Trust Deed and the InvIT Regulations.

DILUTION

Dilution is the amount by which the Unit Value exceeds the net asset value ("**NAV**") per Unit, immediately after the completion of this Unit Distribution. NAV per Unit is determined by subtracting the total liabilities of the Trust from the total assets of the Trust and dividing by the number of Units issued and outstanding immediately before this Unit Distribution. There was no *pro forma* NAV before this Unit Distribution for the Units.

The Trust will distribute up to 384,900,000 Units valued at ₹100 for each Unit, resulting in a combined NAV of the Trust of approximately ₹ [●] million or ₹ [●] per Unit based on the total number of Units outstanding after the completion of this Unit Distribution. This represents an immediate dilution in combined NAV of approximately ₹ [●] per Unit to the Sponsor and an immediate dilution in combined NAV of approximately ₹ [●] per Unit to other Unitholders, receiving Units in this Unit Distribution.

The following provides the per Unit dilution as on [●]:

Combined NAV per Unit before this Unit Distribution	₹ [●]
Combined NAV per Unit after this Unit Distribution	₹ [●]
Dilution in NAV per Unit to the Sponsor attributable to the Sponsor	[●]
Dilution in NAV per Unit to Unitholders (other than the Sponsor)	[●]
Dilution to Unitholders (other than the Sponsor)	[●]

* *To be updated in Final Placement Memorandum*

UNIT DISTRIBUTION BACKGROUND

A. Resolution Process

The Union of India, acting through the MCA, had filed a company petition under Sections 241 and 242 of the Companies Act, 2013 against IL&FS Group entities before the NCLT, Mumbai Bench ("**NCLT**") on the grounds of, among others, that the affairs of the IL&FS Group entities were being conducted in a manner prejudicial to public interest. Subsequently, the NCLT directed suspension of the then existing board of directors of IL&FS and constitution of a new board of directors of IL&FS comprising the nominees of the MCA (the "**New Board**"). The New Board undertook various steps for implementing a fair and orderly resolution of the outstanding debt of the IL&FS Group entities with a view to maximize value and balance various stakeholder interests.

The New Board also submitted a report titled "*Report on Progress and Way Forward*" dated October 30, 2018, to the MCA setting out, *inter alia*, the various options for the resolution of a certain portion of the debt of the IL&FS Group entities and the indicative way forward. Accordingly, an asset monetization process was initiated in December 2018 which included 15 operating assets owned by ITNL. On August 30, 2019, ITNL received bids for 11 such operating assets. However, bids wherein the highest bid price was higher than the average fair market value, as computed by an independent valuer, were received for only 4 out of the 11 operating assets. The New Board, in conjunction with its independent advisors, decided to proceed with the divestment process for such assets.

Therefore, for the remaining assets, the New Board proposed the setting up of an InvIT under the InvIT Regulations and other applicable laws. Accordingly, this proposal was identified by the New Board which in turn was filed by the MCA with the NCLAT vide an affidavit dated January 9, 2020, and was reiterated *vide* an affidavit filed by the MCA with the NCLAT on February 7, 2020. Subsequently, the NCLAT, has approved in entirety the resolution procedure for the IL&FS Group entities set out by the MCA in its affidavits, vide its order and judgment dated March 12, 2020 (the "**March 2020 Order**").

Accordingly, the proposal for the formation of the InvIT was tabled for the consideration of the committee of creditors of ITNL ("**ITNL COC**") and a meeting of the ITNL COC was held on June 15, 2020 ("**First COC Meeting**"). The e-voting, seeking in-principle approval on the InvIT structure, commenced on June 23, 2020, and was completed on July 11, 2020. A majority of the members of the ITNL COC voted in favor of the InvIT structure.

A subsequent meeting of the ITNL COC was held on November 20, 2020 (the "**Second COC Meeting")** wherein the proposal of the InvIT was explained to the ITNL COC in detail. Post the Second COC Meeting, a detailed note relating to the InvIT proposal was shared with the members of the ITNL COC on November 27, 2020, providing a detailed update on, inter alia, the status of resolution of ITNL (including the various modes of resolution) and mechanism for computation of the Units that are proposed to be issued by the InvIT to ITNL.

Additionally, as part of the voting pursuant to the Second COC Meeting, which voting commenced on December 4, 2020, the ITNL COC, inter alia, assented to the final approval for the structure and implementation of the proposed InvIT by the Trust.

In parallel to the abovementioned, an application was filed before Hon'ble (Justice) D.K. Jain on July 16, 2020, which was further supplemented vide a supplementary memorandum dated August 8, 2020. Pursuant to such applications, Hon'ble (Justice) D.K. Jain vide letter dated September 5, 2020, inter alia, approved the setting up of the proposed InvIT.

B. Formation of the InvIT

Consequently, the Trust, as sponsored by the Sponsor, was established with the objective of owning, operating and investing in infrastructure projects in India, directly or indirectly. In-principle approval was received from SEBI for registration of the InvIT under the InvIT Regulations on September 2, 2020, and subsequently, the Trust was granted registration as an InvIT by the SEBI by way of a registration certificate bearing no. IN/InvIT/20-21/0015 on December 22, 2020.

C. Approval from the Competition Commission of India and the NCLT

Further, as per the requirements contemplated under the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, as amended, the Sponsor (on behalf of the Trust) and the creditors of the IL&FS Group entities had filed a notification in Form-I under the 'Green Channel' route notification with the CCI on January 20, 2021. Prior to making this filing, the parties had attended pre-filing consultations with officers of the CCI on April 27, 2020, August 25, 2020, September 2, 2020 and January 6, 2021, to confirm the satisfaction of the 'Green Channel' criteria and other filing requirements. Consequently, the CCI issued an acknowledgment of such filing on January 20, 2021, pursuant to which the transaction had been deemed to be approved by the CCI as of January 20, 2021.

Subsequently, by way of its order dated September 15, 2021, the NCLT, inter alia, approved the implementation of the Trust.

D. Current Status

Currently, the Trust has completed the acquisition of Hazaribagh Ranchi Expressway Limited, Moradabad Bareilly Expressway Limited, Pune Sholapur Road Development Company Limited, Sikar Bikaner Highway Limited and Thiruvananthapuram Road Development Company Limited, and has issued Units of the Trust to IL&FS Transportation Networks Limited and certain IL&FS Group entities, namely, Infrastructure Leasing & Financial Services Limited, IL&FS Cluster Development Initiative Limited, IL&FS Airports Limited, IL&FS Financial Services Limited, and Sabarmati Capital One Limited, against the sale of shares and assignment of debt owed by such Project SPVs to the respective IL&FS Group entities, which Units are further proposed to be distributed by way of the Unit Distribution, to the Eligible Creditors in terms of the Resolution Framework, and in terms of the Interim Distribution Framework, setting out the details and manner of interim distribution of, among other assets, the Units issued by the Trust as may be approved by the NCLT and/or any other appropriate judicial authority (such plan, the "**Distribution Plan**").

Further, the proposed Unit Distribution does not involve any fund raising and is being undertaken with the sole objective of debt resolution. Considering the foregoing and in the interest of the resolution of the debt of the Eligible Creditors, SEBI, in furtherance of the March 2020 Order, May 2022 Order and NCLT order dated October 14, 2022, has in the past by way of its letters dated September 2, 2020, December 3, 2021, June 23, 2022 and June 7, 2023, granted exemptions from compliance with certain provisions of the InvIT Regulations, for, inter alia, the purposes of registration of the Trust.

Pursuant to the receipt of registration by the Trust and in terms of the March 2020 Order approving the Resolution Framework, the Investment Manager undertook steps towards the timely completion of the acquisition of special purpose vehicles and towards the completion of the Unit Distribution. However, the process got delayed due to various factors, such as (i) the delay in receipt of sanction of debt restructuring from lenders of certain special purpose vehicles, (ii) delays in receipt of certain necessary approvals from relevant judicial authorities, and (iii) the COVID-19 global pandemic. Hence, despite its best efforts, the Trust was unable to complete the Unit Distribution within a period of 3 years from the date of its registration. Subsequently, pursuant to a request for extension addressed by the Trust to SEBI, SEBI has extended the validity of the registration of the Trust till December 22, 2024. Subsequently, by way of letter for exemption dated March 12, 2024, the Trust has sought, and SEBI by way of its letter dated March 20, 2024, has granted, certain exemptions from compliance with specific provisions of the InvIT Regulations and the Master Circular, for the purposes of completion of this Unit Distribution.

E. Distribution

As indicated above, it is contemplated that the Units allotted to (and currently held by) the IL&FS Group entities as consideration of the transfer of their respective interests in the Project SPVs would be distributed to the creditors of such IL&FS Group entities. For further details, please see the section "*Formation Transactions in Relation to the Trust*" and "*Unit Distribution Procedure and Information*" on pages 26 and 365, respectively.

While the intention of the Unit Distribution is to ensure that external creditors (i.e., non-IL&FS Group entities) receive Units from the IL&FS Group entities as part of the Resolution Framework, in certain cases, the creditors of the IL&FS

Unitholders are actually other IL&FS Group entities themselves ("**Intragroup Creditors**").

Considering that the second proviso to Regulation 12(3) of the InvIT Regulations specifies that any units held by the sponsor and sponsor group members in excess of 15.00% shall be held for a period of not less than one year from the date of listing of the units, the Units held by the Intragroup Creditors (being part of the Sponsor Group) would be incapable of being distributed to their respective external creditors (i.e., non-IL&FS Group entities) for the entirety of such period. Accordingly, the objective of distributing the Units to external creditors would not be achieved. Accordingly, a preliminary distribution ("**Preliminary Distribution**") will be implemented between the filing of this Draft Placement Memorandum and the Placement Memorandum. This Preliminary Distribution will be in terms of the exemption granted by SEBI by way of its letter dated March 20, 2024.

UNIT DISTRIBUTION PROCEDURE AND INFORMATION

Please see below a summary, intended to provide a general outline of the procedures for the Allocation and Allotment of the Units to Eligible Creditors pursuant to the Unit Distribution.

Eligible Creditors are advised to inform themselves of any restrictions or limitations that may be applicable to them under applicable law to which they are subject and should consult their respective advisors in this regard. Eligible Creditors will be required to confirm, and will be deemed to have represented, to the Trustee, the Investment Manager, the Placement Agent, the Distributing Unitholders and their respective directors, officers, agent, affiliates and representatives, that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to receive the Units. The Investment Manager, the Sponsors, the Distributing Unitholders and the Placement Agent and their respective directors, officers, agent, affiliates and representatives accept no responsibility or liability for advising any Eligible Creditor on whether such Eligible Creditor is eligible to receive the Units.

Authority for the Unit Distribution

The Trust is undertaking this Unit Distribution in accordance with Regulation 14(2) of the InvIT Regulations and pursuant to the Resolution Framework, subject to certain exemptions granted by SEBI. The Unit Distribution was authorised and approved by the IM Board on April 2, 2024. This Draft Placement Memorandum has been approved by the IM Board on April 2, 2024.

The Trust will receive the in-principle approvals of NSE and BSE for the listing of the Units on NSE and BSE respectively. The Investment Manager has filed a copy of this Draft Placement Memorandum and will file a copy of the Placement Memorandum and the Final Placement Memorandum, with SEBI and the Stock Exchanges, in compliance with the provisions of the InvIT Regulations.

Neither the Trust, Trustee, Project Manager, Investment Manager or any of its directors have been declared as 'Fraudulent Borrowers' by the lending banks or financial institution or consortium, in terms of RBI master circular dated July 1, 2016, as amended.

The Units have not been, and will not be, registered, listed or otherwise qualified in any jurisdiction outside India and may not be distributed, and Unit Distribution may not be made to persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Eligible Creditors should note that Allotment will only be in the dematerialized form. Eligible Creditors will not have the option of receiving Allotment in physical form. On Allotment, the Units will be traded only on the dematerialized segment of the Stock Exchanges.

Unit Distribution Information

Minimum offer size requirements

Exemption from strict enforcement of Regulation 14(1)(c) of the InvIT Regulations, with reference to requirement of the minimum issue size of an initial offer of units has been granted by SEBI way of its letter dated March 20, 2024. Accordingly, minimum issue size requirements as stipulated under Regulation 14(1)(c) of the InvIT Regulations are not applicable to this Unit Distribution. The Units will be distributed to the Eligible Creditors based on a predetermined formula as per the manner of distribution of proceeds revised by the New Board ("**Revised Distribution Framework**") in accordance with (and for the reasons set out in) the "*Second Addendum to the Third Progress Report*" dated December 5, 2019, with no actual subscription or investment by the Eligible Creditors. For details in relation to the process of this Unit Distribution, see "*Unit Distribution Procedure and Information - Process of Allotment and Allocation of Units*" and "*Unit Distribution Procedure and Information - Timelines for Allotment and Listing of Units*" on pages 366 and 367, respectively.

Minimum investment requirements

Exemption from strict enforcement of Regulation 14(2)(c) of the InvIT Regulations, with reference to requirement of the minimum investment from any investor has been granted by SEBI way of its letter dated March 20, 2024.

Considering the unique nature of the current Unit Distribution and taking into account that no actual investment is being made in the Trust and only Units are being distributed to Eligible Creditors, minimum investment requirements are not applicable to this Unit Distribution. For details in relation to the process of this Unit Distribution, see "*Unit Distribution Procedure and Information – Process of Allotment and Allocation of Units*" on page 366 below.

Sponsor and Sponsor Group lock-in

Exemption from strict enforcement of Regulation 12(3A) of the InvIT Regulations, with reference to the minimum holding requirement of Units as a percentage of total outstanding units by the Sponsor and Sponsor Group entities for the specified periods of time, has been granted SEBI by way of its letter dated March 20, 2024. Accordingly, the Sponsor is only required hold the mandatory unitholding, being not less than 15.00% of post distribution unit capital, post the Unit Distribution, as contemplated under Regulation 12(3) of the InvIT Regulations for a period of 3 years from the date of listing and accordingly, minimum unitholding by the Sponsor and Sponsor Group on a staggered scale is not applicable to the Sponsor and the Sponsor Group. The Sponsor currently holds no Units in the Trust and will be distributing Units as part of the Unit Distribution to comply with the aforestated lock-in requirements.

See "*Information Concerning the Units*" on page 252.

Preliminary distribution

It is contemplated that the Units allotted to (and currently held by) the IL&FS Group Entities as consideration of the transfer of their respective interests in the Project SPVs would be distributed to the Eligible Creditors of such IL&FS Group entities as per the Revised Distribution Framework and the NCLAT approved Resolution Framework. Details of the IL&FS Group entities that currently hold Units ("**IL&FS Unitholders**"), are stated below-

S. No.	Name of Entity	No. of units held*	% of holding
1.	IL&FS Transportation Networks Limited	19,43,61,307	51.91^
2.	IL&FS	8,91,14,264	23.80
3.	Sabarmati Capital One Limited	1,41,60,483	3.78
4.	IL&FS Financial Services Limited	5,64,10,129	15.07
5.	IL&FS Airports Limited	26,63,185	0.71
6.	IL&FS Cluster Development Initiative Limited	1,76,09,446	4.70

**Each holding such Units in a separate escrow accounts belonging to such IL&FS Unitholder*
^The unitholding is net of Units to be issued pursuant to the completion of the proposed transfer of BAEL and the balance shareholding of 14.50% of MBEL.

While the intention of the Unit Distribution is to ensure that Eligible Creditors (i.e., non-IL&FS Group Entities) receive Units from the IL&FS Group entities as part of the Resolution Framework, in certain cases, the creditors of the IL&FS Unitholders are actually other IL&FS Group entities themselves ("**Intragroup Creditors**"). To prevent a situation where in the Units held by the relevant IL&FS Unitholders would be distributed to (and held by) Intragroup Creditors even after the Unit Distribution, a preliminary distribution of such Units to the Intragroup Creditors will be undertaken prior to the completion of the Unit Distribution. This Preliminary Distribution is proposed to be completed between the filing of this Draft Placement Memorandum and the Placement Memorandum.

The Units distributed to the Intragroup Creditors pursuant to the Preliminary Distribution would then, in turn, be distributed in terms of Revised Distribution Framework to their external creditors (i.e., non-IL&FS Group Entities) pursuant to the Unit Distribution.

In this regard exemption from strict enforcement (i) of second proviso of Regulation 12(3) of the InvIT Regulations, with reference to requirement of holding of Units in excess of the minimum 15.00% of the Units for one year to allow the Preliminary Distribution to the Intragroup Creditors and subsequently to the Eligible Creditors; and (ii) of Regulation 16(10) of the InvIT Regulations, with reference to requirement of Units to be held by persons other than the Sponsor Group for one year from the date of listing has been granted by SEBI by way of its letter dated March 20, 2024.

Process of Allotment and Allocation of Units

Considering the unique nature of the current Unit Distribution and taking into account that no actual investment is being made in the InvIT and only Units are being distributed to Eligible Creditors, the following steps will be undertaken for the purposes of completion of the Unit Distribution-

S. No.	Steps for Unit Distribution*
1.	Filing of Draft Placement Memorandum with SEBI;
2.	Seeking in-principle approval from the Stock Exchanges;
3.	Receipt of Stock Exchanges comments on the Draft Placement Memorandum and granting of the in-principle approvals;
4.	Receipt of SEBI comments on the Draft Placement Memorandum and subsequently filing of an updated draft placement memorandum with SEBI;
5.	Identification of the Eligible Creditors to whom the Units will be distributed in terms of the Unit Distribution, in accordance with the Resolution Framework as approved by March 2020 Order, and the interim distribution as approved by the orders passed by the NCLAT from time to time order will be undertaken by a duly appointed intermediary. See "*The Unit Distribution*" on page 19 for details of the identified Eligible Creditors.
6.	Filing of the Placement Memorandum with SEBI – the Placement Memorandum will be filed not less than 5 days prior to the allocation of Units to Eligible Creditors, instead of five days prior to the opening of the issue as required in terms of Regulation 14(2)additional of the InvIT Regulations;
7.	Allocation of Units to the Eligible Creditors;
8.	Finalization of the Final Placement Memorandum and circulation of the Final Placement Memorandum along with an intimation letter/e-mail to the Eligible Creditors as per the allocation determined; and
9.	Allotment and Unit Distribution to be completed within a period which is not less than 30 days from the filing of the Placement Memorandum.

****The Trust is permitted to undertake the allotment and listing of Units in accordance with framework mentioned above, the Revised Distribution Framework and the Distribution Plan approved by the NCLAT by the SEBI by way of its letter dated March 20, 2024.***

Timelines for Allotment and Listing of Units

Exemption from strict enforcement of paragraph 15.1 of the InvIT Master Circular, with reference to requirement of listing of Units within six working days of the closure of the issue has been granted by SEBI way of its letter dated March 20, 2024. Considering the unique nature of the current Unit Distribution, there will be no opening and closing of issue, also see "*The Unit Distribution*" on page 19 in this regard.

The Allotment and Unit Distribution shall be completed within a period which is not less than 30 days from the filing of the Placement Memorandum. Thereafter, the Investment Manager shall make the requisite applications for listing of the Units on the Stock Exchanges.

An indicative series of steps to be undertaken from the date of allocation of Units have been provided below

S. No.	Details of Activities	Due Dates*
1.	Identification of the Eligible Creditors to whom the Units will be distributed in terms of the Unit Distribution, in accordance with the Resolution Framework as approved by March 2020 Order, and the interim distribution as approved by the May 2022 order will be undertaken by a duly appointed intermediary. See "*The Unit Distribution*" on page 19 for details of the identified Eligible Creditors.	-
2.	Filing of the Placement Memorandum with SEBI – the Placement Memorandum will be filed not less than 5 days prior to the allocation of Units to Eligible Creditors, instead of five days prior to the opening of the issue as required in terms of Regulation 14(2)additional of the InvIT Regulations;	T
3.	Allocation of Units to the Eligible Creditors	On or about X=T+30 days

S. No.	Details of Activities	Due Dates*
4.	Finalization of the Final Placement Memorandum and circulation of the Final Placement Memorandum along with an intimation letter/e-mail to the Eligible Creditors as per the allocation determined	On or about X+3 Working days
5.	Investment manager on behalf of the Trust and the relevant IL&FS Group Entities to initiate corporate action for credit of units of the Trust to the demat account of the Eligible Creditors in the private placement.	On or about X+3 Working days
6.	Receipt of confirmation by Investment Manager from depositories for credit of Units in demat accounts the Eligible Creditors in the private placement, and lock-in of units to the extent applicable.	On or about X+4 Working days
7.	Post successful allotment, Investment Manager on behalf of Trust shall make listing application to stock exchange(s) for listing and trading permission	On or about X+5 Working days
8.	Stock exchange(s) to issue notice for listing and commencement of trading.	On or about X+5 Working days
9.	Stock exchange to send the notice to depositories in order to change the status of ISIN to active.	On or about X+5 Working days
10.	Trading commences	On or about X+6 Working days

***** *Timelines are indicative and subject to change.*

Additional Procedures in relation to the Unit Distribution

1. The Investment Manager, shall electronically circulate serially numbered copies of the Placement Memorandum to Eligible Creditors. The list of Eligible Creditors to whom the serially numbered copies of the Placement Memorandum will be circulated, shall be determined by the Investment Manager, and the board of directors of IL&FS, in accordance with the Resolution Framework.

2. Unless a serially numbered Placement Memorandum is addressed to a particular Eligible Creditor, no intention to allotment shall be deemed to have been made to such Eligible Creditor. Even if such documentation were to come into the possession of any person other than the intended recipient, no distribution shall be deemed to have been made to such person and such person shall not be eligible to participate in the Unit Distribution.

3. Upon determination of the Eligible Creditors to whom Allocation shall be made, Investment Manager, in consultation with a duly appointed intermediary and the board of directors of IL&FS, will send the intimation letter/e-mail, along with a serially numbered Final Placement Memorandum, to the Eligible Creditors who have been Allocated Units. The dispatch of an intimation letter/e-mail shall be deemed a valid, binding and irrevocable contract in respect of the number of Units Allocated to the Eligible Creditor.

4. Upon the dispatch of intimation letter/e-mail to successful Eligible Creditors, the Investment Manager and Distributing Unitholder shall Allot Units of the Trust as per the details in the intimation letter/e-mail sent to successful Eligible Creditors. The Investment Manager will intimate the Stock Exchanges about the details of the Allotment and apply for approval of the Units for listing and trading of the Units on the Stock Exchanges after the credit of Units into the demat accounts of the successful Eligible Creditors.

5. Allottees are advised to instruct their respective depository participant to accept the Units that may be Allotted to them pursuant to the Unit Distribution into their respective demat accounts.

6. The Units that have been credited to the demat accounts of the Eligible Creditors shall be listed and eligible for trading on the Stock Exchanges only upon the receipt of final listing and trading approvals from the Stock

Exchanges. Eligible Creditors are advised to apprise themselves of the status of the receipt of the permissions from the Stock Exchanges or the Investment Manager.

For any Allotment of Units to Eligible Creditors that are unsuccessful due to any regulatory issues or otherwise ("Undistributed Units"), the Investment Manager will keep the Undistributed Units in an escrow account to be opened and maintained by the Investment Manager.

Allotments, if any, made to FVCIs in the Unit Distribution are subject to the respective rules and regulations that are applicable to each of them.

Please note that the onus of getting relevant approvals with respect to receiving the Units of the Trust in different jurisdictions is on the Eligible Creditors, and such units which are supposed to be credited to such foreign Eligible Creditors would be kept in a separate escrow account until such approvals are obtained by the Eligible Creditors.

ELIGIBLE CREDITORS MUST PROVIDE THEIR DEMAT ACCOUNT DETAILS, THEIR DEPOSITORY PARTICIPANT'S NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER, BENEFICIARY ACCOUNT NUMBER AND BANK ACCOUNT DETAILS IN THE IDENTIFICATION FORM TO BE CIRCULATED TO THEM BY THE INVESTMENT MANAGER/ DULY APPOINTED INTERMEDIARY. ELIGIBLE CREDITORS MUST ENSURE THAT THE NAME GIVEN IN THE IDENTIFICATION FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEMAT ACCOUNT IS HELD.

IT IS THE SOLE RESPONSIBILITY OF THE ELIGIBLE CREDITORS TO ENSURE THEIR ELIGIBILITY TO RECEIVE UNITS IN THEIR DEMAT ACCOUNTS AND TO COMPLY WITH APPLICABLE LAW FOR RECIPT OF SUCH UNITS IN THEIR RESPECTIVE DEMAT ACCOUNTS.

Method of Allocation

The Investment Manager shall determine the Allocation in terms of the procedure specified in "*Unit Distribution Procedure and Information - Process of Allotment and Allocation of Units*" and "*Unit Distribution Procedure and Information - Timelines for Allotment and Listing of Units*" on pages 366 and 367, respectively and subject to the InvIT Regulations, SEBI Guidelines and other applicable laws.

THE DECISION OF THE INVESTMENT MANAGER AND THE BOARD OF DIRECTORS OF IL&FS, IN ACCORDANCE WITH THE RESOLUTION FRAMEWORK FOR THE ALLOCATION OF ALLOCATION OF UNITS SHALL BE FINAL AND BINDING ON ALL ELIGIBLE CREDITORS. ELIGIBLE CREDITORS MAY NOTE THAT ALLOCATION OF THE UNITS IS AT THE DISCRETION OF THE INVESTMENT MANAGER AND THE BOARD OF DIRECTORS OF IL&FS, SUBJECT TO THE RESOLUTION FRAMEWORK. NEITHER THE INVESTMENT MANAGER, THE BOARD OF DIRECTORS OF IL&FS NOR THE PLACEMENT AGENT ARE OBLIGED TO ASSIGN ANY REASON FOR ANY SUCH NON-ALLOCATION.

Intimation Letter/E-mail

Based on the allocation, the Investment Manager, in consultation with a duly appointed intermediary and the board of directors of IL&FS, in their sole and absolute discretion, will decide the Eligible Creditors to whom the serially numbered intimation letter/e-mail shall be sent, pursuant to which the details of Units Allocated to them shall be notified to such Eligible Creditors. Further, details of the amounts payable for Allotment of the Units in their respective names shall be notified to such Eligible Creditors. Additionally, the intimation letter/e-mail will include the probable designated date, being the date of credit of the Units to the respective Eligible Creditor's demat account ("**Designated Date**").

Eligible Creditors, who have been Allocated Units, would also be sent a serially numbered Final Placement Memorandum either in electronic form or by physical delivery along with the intimation letter/e-mail. The dispatch of the serially numbered Final Placement Memorandum and the intimation letter/e-mail to Eligible Creditors shall be deemed a valid, binding and irrevocable contract in respect of the number of Units Allocated to each successful Eligible Creditors.

Eligible Creditors are advised to instruct their Depository Participant to accept the Units that may be Allotted to them pursuant to the Unit Distribution.

Eligible Creditors' Demat Account and Bank Account Details

Eligible Creditors should note that on the basis of Eligible Creditors' PAN, DP ID and Client ID provided by them, the Registrar will obtain from the Depository the demographic details including the Eligible Creditors' address and bank account details (including the nine-digit Magnetic Ink Character Recognition ("**MICR**") code as appearing on a cheque leaf) (the "**Demographic Details**"), from the Depository. Eligible Creditors are advised to immediately update their bank account details, PAN and Demographic Details as appearing in the records of the Depository Participant and ensure that they are true and correct.

Closing Date and Allotment of the Units

The Trustee and the Investment Manager will endeavour to complete the Allotment by the Closing Date.

In accordance with the InvIT Regulations, the Units will be issued and Allotment shall be made only in dematerialised form to the Allottees. The Investment Manager (on behalf of the Trust) and the Registrar have entered into:

- Tripartite agreement dated October 8, 2021 with NSDL; and
- Tripartite agreement dated October 28, 2021 with CDSL.

Following the Allotment of the Units, the Investment Manager will apply for final listing and trading approval from the Stock Exchanges. The Investment Manager and the Placement Agent shall endeavour to list the Units on the Stock Exchanges within 30 Working Days from the Closing Date.

Other Instructions

Units in Dematerialised form with NSDL or CDSL

The Allotment shall be only in dematerialised form (i.e., not in physical certificates but represented by the statement issued through the electronic mode).

Allotment to a successful Eligible Creditor will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of such Eligible Creditor.

Units in electronic form can be traded only on the Stock Exchanges having electronic connectivity with NSDL and CDSL. The Stock Exchanges have electronic connectivity with NSDL and CDSL. The trading of the Units would be in dematerialised form only for all Unitholders in the respective demat segment of the Stock Exchanges. For details in respect of the minimum trading lot, please see the section entitled "*The Unit Distribution* " on page 19.

Undertakings of the Investment Manager:

(i). There shall be only one denomination for the Units of the Trust; and

(ii). It shall comply with such disclosure and accounting norms specified by SEBI from time to time.

Sponsor de-linkage

Pursuant to the Unit Distribution, the process of liquidation of assets of the certain IL&FS Group entities would be initiated and accordingly, the Sponsor, being a wholly-owned subsidiary of ITNL, will be required to be divested or liquidated. Considering that the Sponsor is required to hold a minimum continuing interest for 3 years as per the InvIT Regulations, in order to facilitate the Sponsor in holding such continuing interest, the Sponsor will be de-linked from the IL&FS Group. The aforementioned de-linkage may be achieved in one of the following ways:

(i). Divestment of shareholding - Pursuant to the listing of the Units on the Stock Exchange, the IL&FS Group may initiate steps to divest the complete shareholding of the Sponsor to a third-party investor, thereby de-linking the Sponsor from the IL&FS Group; or

(ii). Conversion into a self-sponsored InvIT - Regulation 22(8) of the InvIT Regulations allows an existing sponsor of an InvIT to disassociate from the InvIT by seeking to convert the investment manager to a 'self-sponsored investment manager', and consequently, the InvIT to a 'self-sponsored InvIT' subject to satisfaction of the certain conditions specified therein. Subject to Unitholder approval and receipt of further exemptions from SEBI in that regard, the Trust may be converted to a self-sponsored InvIT by concluding the process of selling the Sponsor entity within a period of 3 years from the listing of the Units. If such sale of the Sponsor is concluded, the proceeds so received will be distributed to the Eligible Creditors.

STATEMENT OF TAX BENEFITS

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STATEMENT OF POSSIBLE TAX BENEFITS AVAILBLE TO ROADSTAR INFRA INVESTMENT TRUST AND ITS UNIT HOLDERS UNDER THE INCOME TAX ACT, 1961 IN CONNECTION WITH PROPOSED DISTRIBUTION OF UNITS OF ROADSTAR INFRA INVESTMENT TRUST

To,
The Board of Directors,
Roadstar Investment Managers Limited (the "**Investment Manager**") in its capacity as an Investment Manager of the Roadstar Infra Investment Trust (the "Issuer" or the "Trust")
The IL&FS Financial Centre, Plot no C22, G-Block,
Bandra Kurla Complex, Bandra (E),
Mumbai – 400071, Maharashtra, India.

Axis Capital Limited
1st Floor, Axis House
C 2 Wadia International Centre
P. B. Marg, Worli
Mumbai 400 025
Maharashtra, India
(the "**Placement Agent**")

Roadstar Infra Investment Trust
acting through Axis Trustee Services Limited, as the trustee (the "**Trustee**")
Axis House
Bombay Dyeing Mills Compound
Pandurang Budhkar Marg
Worli,
Mumbai 400 025
(the "**Trust**" or the "**InvIT**")

Roadstar Infra Private Limited
The IL&FS Financial Centre,
Plot No. C-22, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400051
(the "**Sponsor**")

Dear Sirs,

Ref: Statement of tax benefits available to the Roadstar Infra Investment Trust and its unitholders on proposed distribution of units ("**Unit Distribution**").

We refer to the proposed distribution of units of Roadstar Infra Investment Trust ('the Trust' or 'the InvIT'). We enclose herewith the statement showing the current position of possible special/general direct tax benefits available to the InvIT, and its unitholders (hereinafter referred to as "**the Statement**") as per the provisions of the Income-tax Act 1961 (read with Income Tax Rules, circulars, notifications) as amended by the Finance Act, 2024 (hereinafter referred to as the "Act"), as applicable as on date, for inclusion in the draft placement memorandum, placement memorandum and the final placement memorandum (collectively, the "**Placement Documents"**) for the proposed distribution of units of the InvIT.

Several of these benefits are dependent on the InvIT or its unitholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence the ability of the InvIT or its unitholders to derive these direct tax benefits is dependent upon their fulfilling such conditions, which based on the business imperatives, the InvIT or its unitholders may or may not choose to fulfil.

The benefits discussed in the enclosed the Statement are neither exhaustive nor conclusive. The contents stated in the Statement are based on the information and explanations obtained from the Investment Manager. This Statement is only intended to provide general information to guide the eligible creditors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each eligible creditor is advised to consult their own tax consultant with respect to the specific tax implications arising out of their participation in the Unit Distribution. We are neither suggesting nor are we advising the investor to invest money or not to invest money based on this Statement.

1. Our engagement was undertaken in accordance with the Standard on Related Service (SRS) 4400 on "Engagements to Perform Agreed-upon Procedures regarding Financial Information" issued by the Institute of Chartered Accountants of India ('ICAI').

2. We conducted our examination in accordance with the "Guidance Note on Reports or Certificates for Special Purposes (Revised 2016)" (the "Guidance Note") issued by the Institute of Chartered Accountants of India. The Guidance Note requires that we comply with ethical requirements of the Code of Ethics issued by the Institute of Charted Accountants of India. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for firms that perform audits and reviews of Historical Financial information, and Other Assurance and Related Service Engagements.

3. Because the above procedures do not constitute an audit or a review made in accordance with generally accepted auditing standards in India, we do not express any assurance.

4. Had we performed additional procedures, or had we performed an audit in accordance with generally accepted auditing standards in India, other matters might have come to our attention that would have been reported.

In our opinion, the Statement presents tax benefits available as of 31 December 2023, to the Trust and its unitholders in accordance with the Act as at the date of our report.

We do not express any opinion or provide any assurance whether:

- The InvIT or its unitholders will continue to obtain these benefits as per the Statement in future; or
- The conditions prescribed for availing the benefits as per the Statement have been/would be met.

We hereby give our consent to include enclosed the Statement regarding the tax benefits available to the InvIT and its unitholders in the Placement Documents and other documents in connection with the proposed private placement of units, which the Investment Manager (on behalf of the InvIT) intends to submit to the Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited and any other authority, provided that the below statement of limitation is included in the Placement Documents.

The statement has been prepared solely in connection with the offering of units by the InvIT under the Securities and Exchange Board of India ("SEBI") (Infrastructure Investment Trusts) Regulations, 2014, as amended.

This certificate is issued at the request of the management of InvIT for use by the addresses mentioned herein and legal advisors appointed for the Unit Distribution, to be relied upon by all these addressees in course of their assignment and is not to be copied or circulated to any other person for any other purpose without our prior consent in writing. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **KKC & Associates LLP**
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
Firm Registration Number: 105146W/W100621

Hasmukh B Dedhia

Partner
ICAI Membership No: 033494
UDIN: 24033494BKCQYL3210

Place: Mumbai
Date: April 2, 2024

ANNEXURE TO STATEMENT OF POSSIBLE TAX BENEFITS AVAILABLE TO ROADSTAR INFRA INVESTMENT TRUST AND ITS UNITHOLDERS UNDER THE APPLICABLE LAWS IN INDIA

The information provided below sets out the possible tax benefits available to the unitholders in a summary manner only and is not a complete analysis or listing of all potential tax consequences of purchase, ownership and disposal of equity shares or units, under the Tax Laws presently in force in India. It is not exhaustive or comprehensive analysis and is not intended to be a substitute for professional tax advice.

UNITHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE INDIAN TAX IMPLICATIONS AND CONSEQUENCES OF PURCHASING, OWNING AND DISPOSING OF UNITS, INCLUDING TAX IMPLICATIONS ON ANY DISTRIBUTIONS BY/ RECEIPTS FROM ROADSTAR INFRA INVESTMENT TRUST, IN THEIR PARTICULAR SITUATION.

The following is based on the provisions of the Income-tax Act, 1961 ('**the Act**') presently in force in India as amended by the Finance Act, 2024 applicable for Financial Year ending 31 March 2024 relevant to the Assessment Year 2025-26. The Act is amended from time to time.

1. TAX BENEFITS AVAILABLE TO ROADSTAR INFRA INVESTMENT TRUST UNDER THE ACT

The following benefits are available to Roadstar Infra Investment Trust ('hereinafter referred to as 'the Trust' or 'InvIT') after fulfilling conditions as per the applicable provisions of the Act and the guidelines prescribed by the Securities and Exchange Board of India ('SEBI') including the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended from time to time ('SEBI Regulations').

The Trust is a business trust within the meaning of section 2(13A) of the Act which includes a trust registered as an Infrastructure Investment Trust under the SEBI Regulations made under the Securities and Exchange Board of India Act, 1992.

I. PROVISIONS UNDER THE ACT

1.1 Interest income received/ receivable from the underlying Special Purpose Vehicle(s) ('SPV'):

Interest received or receivable by the Trust from the SPVs (being Indian companies) shall be exempt from tax in case of receipt from SPVs as defined under section 10(23FC) of the Act.

As per the Explanation to section 10(23FC) of the Act, the expression "special purpose vehicle" means an Indian company in which the business trust holds controlling interest and any specific percentage of shareholding or interest, as may be required by the regulations under which such trust is granted registration.

Please note that in view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning the above exempt income shall not be tax deductible. In case the Tax Authorities are not satisfied with the disallowance considered by the Trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Income-tax Rules, 1962 ('the Rules').

As per section 194A(3)(xi) SPVs are exempted from provisions of tax deduction at source ('TDS') in respect of interest paid or payable to the Trust, provided such interest is in relation to interest other than 'interest on securities'.

In addition, even the provisions of section 193 pertaining to 'interest on securities' have been amended vide Finance Act 2023 to provide that no Tax is deductible in respect of interest as referred to in section 10(23FC) which is received by the business trust from SPV as defined under section 10(23FC) of the Act.

1.2 Dividend income received/ receivable from the underlying SPVs:

Dividend received or receivable by the Trust from the SPVs shall be exempt from tax in case of receipt from SPV as defined under section 10(23FC) of the Act.

As per the explanation to section 10(23FC) of the Act, the expression "special purpose vehicle" means an Indian company in which the business trust holds controlling interest and any specific percentage of shareholding or interest, as may be required by the regulations under which such trust is granted registration.

Please note that in view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning the above exempt income shall not be tax deductible. In case the Tax Authorities are not satisfied with the

disallowance considered by the Trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Rules.

As per section 194, SPVs are exempted from provisions of TDS in respect of dividend distributed or paid to the Trust

1.3 Income from buy back of shares

The provisions of section 115QA mandate domestic companies i.e., SPV to pay an additional tax at the rate of 20% (plus applicable surcharge and cess) on buy-back of shares. Such tax is payable on the distributed income which means the consideration paid by the company on buy-back of shares as reduced by the amount, which was received by the company for issue of such shares, determined as per Rule 40BB of the Rules.

Further, income arising from buy-back of shares shall not be taxable as per section 10(34A) of the Act in the hands of the shareholders. Accordingly, in case income arises in hands of the Trust from buy-back of shares by the SPVs. such income shall be exempt in the hands of the Trust as per section 10(34A) of the Act.

Please note that in view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning the above exempt income shall not be tax deductible in the hands of the trust. In case the Tax Authorities are not satisfied with the disallowance considered by the Trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Rules.

1.4 Taxability of income of the business trust in general unless exempted / specified otherwise under the provisions of the Act

As per section 115UA(2), the taxable total income of a business trust (including dividend and interest income from company other than SPV) shall be charged to tax at the Maximum Marginal Rate ('MMR') except for the income chargeable to tax on transfer of short-term capital assets ('STCA') as per section 111A and transfer of long-term capital assets ('LTCA') as per section 112 of the Act. MMR refers to the rate of income-tax (including surcharge and cess on income-tax, if any) applicable in relation to the highest slab of income as specified in the Finance Act of the relevant year. Please note that section 112A is not explicitly mentioned in section 115UA(2) of the Act.

Further, as per section 57 of the Act, no deduction shall be allowed against dividend income (which is taxable in the hands of the Trust) other than deduction on account of interest expense incurred wholly and exclusively for the purpose of earning such dividend and such interest expense shall not exceed 20% of the dividend income included in the total income for that year, without deduction under section 57 of the Act.

1.5 Taxability of capital gains

a. Period of holding:

Capital assets are classified as LTCA or STCA, based on the period of holding of those assets. Depending upon the said classification, the resultant gains on transfer of such capital assets shall be taxable either as short-term capital gains ('STCG') or as long-term capital gains ('LTCG'). As per the provisions of section 2(42A) of the Act, a capital asset is regarded as STCA, if:

Sr. No.	Nature of asset	Period of holding before the date of transfer
(i)	Securities (other than units) listed in a recognized stock exchange in India or units of the Unit Trust of India or units of an equity-oriented fund or zero coupon bonds	12 months or less
(ii)	Shares (other than shares listed in a recognized stock exchange in India) or an immovable property, being land or building or both	24 months or less
(iii)	Capital asset other than covered in (i) and (ii)	36 months or less

b. STCG:

As per the provisions of section 111A of the Act, any income arising from transfer of STCA being an equity share in a company or a unit of an equity-oriented fund or a unit of a business trust transacted through a recognized stock exchange and chargeable to Securities Transaction Tax ('STT'), shall be taxable in the hands of the Trust at a concessional rate of 15% (plus applicable surcharge and cess). However, the condition of chargeable to STT shall not apply to a transaction undertaken on a recognized stock exchange located in any International Financial Services Centre ('IFSC') and where the consideration for such transaction is paid or payable in foreign currency.

STCG arising from transfer of STCA other than the shares and securities covered under section 111A of the Act, shall be taxed at the MMR in case of trust.

c. LTCG:

As per the provisions of section 112(1)(d) of the Act, gains arising on the transfer of LTCA shall be chargeable to tax in the hands of the Trust at the rate of 20% (plus applicable surcharge and cess). However, as per the proviso to section 112 of the Act, LTCG on transfer of listed securities (other than units) or zero- coupon bonds shall be taxable at lower of the following:

- 10% (plus applicable surcharge and cess) without indexation benefit under second proviso to section 48; or
- 20% (plus applicable surcharge and cess) with indexation benefit under second proviso to section 48

Further, as per section 112A of the Act, gains exceeding INR 0.1 million arising on the transfer of LTCA, being an equity share in a company or a unit of an equity-oriented fund or a unit of a business trust, transacted through a recognized stock exchange on which STT has been paid, shall be chargeable to tax in the hands of the Trust at the rate of 10% (plus applicable surcharge and cess) without applying the benefit under the first and second provisos to section 48 of the Act.

The condition of chargeable to STT shall not apply to a transaction undertaken on a recognized stock exchange located in any IFSC and where the consideration for such transaction is received or receivable in foreign currency.

d. Cost of acquisition:

Section 48 of the Act prescribes the mode of computation of capital gains and provides for deduction of cost of acquisition/ improvement and expenses incurred in connection with the transfer of a capital asset, from the sale consideration to arrive at the amount of capital gains. However, in certain situations, in respect of LTCG, section 48 of the Act provides for substitution of cost of acquisition/ improvement with indexed cost of acquisition/ improvement, which adjusts the cost of acquisition/ improvement by a cost inflation index as prescribed from time to time. Such indexation benefit shall not be available in respect of LTCA being bonds (other than specified bonds), debentures, and listed equity shares in a company or units of equity-oriented funds or units of a business trust referred to in section 112A of the Act.

e. Deemed sales consideration:

As per section 50CA of the Act, where the consideration on transfer of unquoted shares of a company, is less than the fair market value of such share determined in the manner prescribed under Rule 11UAD of the Rules, the value so determined shall for the purpose of section 48 of the Act, be deemed as the full value of consideration of such transfer.

f. Set-off and carry forward of capital losses:

Section 71 of the Act provides that long-term capital loss ('LTCL')/ short-term capital loss ('STCL') arising during the year cannot be set-off against income under any other head other than capital gains for the same year.

As per section 70 read with section 74 of the Act, LTCL, if any arising during the year can be set-off only against LTCG arising during the year and balance loss, if any, shall be allowed to be carried forward for eight assessment years immediately succeeding the assessment year for which the loss was first computed. Such carried forward LTCL can be set off only against LTCG during subsequent eight assessment years.

As per section 70 read with section 74 of the Act, STCL, if any arising during the year can be set-off against STCG as well as against the LTCG arising during the year and balance loss, if any, shall be allowed to be carried forward for eight assessment years immediately succeeding the assessment year for which the loss was first computed. Such carried forward STCL can be set off against both LTCG and STCG during subsequent eight assessment years.

2. TAX BENEFITS AVAILABLE TO THE UNITHOLDERS OF ROADSTAR INFRA INVESTMENT TRUST

2.1 Special benefits available to the Unitholders of the Trust

Following tax benefits are potentially available to the unitholders of the Trust subject to fulfillment of the conditions specified in the Act and SEBI Regulations:

a. Income distributed by the Trust:

As per the provisions of section 115UA(1) of the Act, any income distributed by the Trust to its unitholders shall be deemed to be of the same nature and in the same proportion in the hands of the unitholders as if such income had been received by or accrued to the Trust.

As per the provisions of section 10(23FD), any distributed income referred to in section 115UA received by the unitholders from the business trust, shall not be included in the total income of the unitholders except for the following income:

– Interest referred to in Section 10(23FC)(a) of the Act; and

– Specified dividend i.e., dividend income referred to in Section 10(23FC)(b) of the Act received in cases where SPV has exercised the option under section 115BAA of the Act.

SPVs have the option, subject to certain conditions, to choose a concessional tax rate of 22% (plus applicable surcharge and cess) under section 115BAA of the Act. In case, SPV has exercised the option under section 115BAA of the Act, any dividend distributed by the Trust out of the dividend paid by such SPV, shall be taxable in the hands of the unitholders. In other cases, the dividend distributed by the Trust out of the dividend paid by SPV which has not exercised the option under section 115BAA of the Act, shall be exempt in the hands of the unitholders under section 10(23FD) of the Act.

Please note that in view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning the above exempt income shall not be tax deductible. In case the Tax Authorities are not satisfied with the disallowance considered by the Trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Rules.

Finance Act, 2023 has brought in an exception to the above by adding a new clause (xii) under section 56(2) of the Act to provide that any distribution received by unitholders that is not covered under section 10(23FC) or 10(23FCA) of the Act and that which is not chargeable to tax under section 115UA(2) of the Act in hands of trust, shall be charged to tax as 'income from other sources' in hands of unit holder provided such amount received (including similar distributions in earlier years to the same unitholders or any other unitholders) is in excess of the amount at which units were issued by the InvIT, as reduced by the amount charged to tax under this provision in earlier year. Such income shall be chargeable to tax at the rates applicable based on the status of the unitholder.

b. Transactions not regarded as a transfer under section 47(xvii) of the Act:

(Please note that the below implications are only relevant for the Sponsor)

According to section 47(xvii) of the Act, any transfer of a capital asset, being shares of an SPV to a business trust in exchange of units allotted by that trust to the transferor, shall not be regarded as a transfer and accordingly not be liable to capital gains tax.

According to section 49(2AC) of the Act, the cost of units acquired in lieu of shares in SPV, shall be deemed to be cost of acquisition of shares in SPV.

As per the amendment by the Finance Act, 2023, the amount of distribution received to the extent not chargeable to tax under section 56(2)(xii) of the Act and not covered under sections 10(23FC), 10(23FCA) or 115UA(2) of the Act, shall be reduced from the cost of acquisition of units.

As per clause (hc) of Explanation 1 to section 2(42A), for ascertaining the period of holding of such units, the period of holding of shares in SPV shall also be included.

Please note that any notional gain or loss arising on transfer of shares of SPV to a business trust in exchange of units allotted by the trust as referred to in section 47(xvii), is to be excluded while calculating book profit for the purpose of Minimum Alternate Tax ('MAT') under section 115JB of the Act. Similarly, any notional gain or loss arising upon change in carrying amount of the said units, is to be excluded in calculating book profit for the levy of MAT under section 115JB of the Act.

In case of Sponsor other than company that is liable for Alternate Minimum Tax ('AMT') under the provisions of section 115JC of the Act, any gain or loss arising on transfer of shares of SPV to a business trust in exchange of units allotted by the trust as referred to in section 47(xvii), is to be included as part of the adjusted total income for the purpose of computing AMT liability. AMT paid by such Sponsor should be available as credit for set-off against future tax liability, provided it does not opt to be governed by the concessional tax rates under sections 115BAC or 115BAD of the Act. Further, actual gain or loss on disposal of units held by the unitholders as referred to in section 47(xvii), is considered for the purpose of MAT under section 115JB of the Act.

However, if the unitholder opts for concessional tax regime under section 115BAA or under section 115BAB of the Act, then MAT provisions under section 115JB shall not be applicable to such unitholder and the entire MAT credit available at the time of exercising the option for concessional tax-regime shall have to be foregone.

2.2 General benefits available to the Unitholders of the Trust:

2.2.1 Tax benefits in relation to resident Unitholders:

a. Income distributed by the Trust:

As stated in Para 2.1(a) above, income distributed by a business trust being in the nature of dividend from SPVs which is not exempt under section 10(23FD) of the Act, interest from SPVs, and income chargeable to tax under section 56(2)(xii) of the Act, shall be taxable in the hands of resident unitholders as under:

Status of unitholder	**Tax rate (excluding surcharge and cess)**
Domestic companies (refer Note 1, 2, and 3)	30%
Firms, Limited Liability Partnerships ('LLPs')	30%
Others (refer Note 4)	As per applicable rates, e.g., in case of individuals, income shall be taxed as per applicable slab rates, maximum being 30%

Note 1: As per Finance Act, 2023, a tax rate of 25% (plus applicable surcharge and cess) shall be applicable to a domestic company for Financial Year 2023-24 relevant to the Assessment Year 2024-25 if the total turnover or gross receipts of such company in the Financial Year 2021-22 relevant to the Assessment Year 2022-23, did not exceed INR 4,000 million.

Note 2: Further, domestic companies exercising the option provided under section 115BAA or section 115BAB of the Act shall be chargeable to a concessional tax rate of 22% (plus surcharge at the rate of 10% and health and education cess at the rate of 4%), subject to fulfilment of conditions prescribed in the said sections.

Note 3: Finance Act, 2020 has inserted section 80M of the Act to eliminate the cascading tax effect in case of intercorporate dividends by providing a deduction in respect of dividends received from a company (including foreign company) and business trust to the extent such dividend is distributed before the specified time.

Note 4: Finance Act, 2023 has amended section 115BAC of the Act to provide that Individuals, HUF, Association of Persons ('AOP') (other than a co-operative society), Body of Individuals ('BOI') and Artificial

Juridical Person ('AJP') will be taxed on its total income at the reduced tax rates ('New Regime'), subject to satisfaction of certain conditions. The income would however have to be computed without claiming prescribed deductions or exemptions.

b. Taxation as business income

Where the gains arising on the transfer of the units of INVIT are included in the business income of an assessee assessable under the head "Profits and Gains from Business or Profession" and on which securities transaction tax has been charged, such securities transaction tax shall be a deductible expense from business income as per the provisions of section 36(1)(xv) of the Act. The characterization of gains/ losses, arising from sale / transfer of units, as capital gains or business income would depend on the nature of holding in the hands of the unit holder and various other factors.

c. Capital gains on sale of units of the Trust:

Capital assets are classified as LTCA or STCA, based on the period of holding of these assets. The determinative period of holding for units of the Trust held by the unitholders to qualify as LTCA is more than 36 months. Units held for less than 36 months would be STCA.

While determining the period of holding for units of business trust allotted pursuant to exchange of shares of SPV as per clause (hc) of Explanation 1 to section 2(42A) of the Act, the period of holding for the units shall include the period for which the shares were held in the SPV.

Taxation of capital gains on sale of units of the Trust:

Nature of capital gains	**Tax rate (excluding surcharge and cess)**		
	Unitholders being domestic companies	**Unitholders being Firms / LLPs**	**Other Unitholders**
STCG on sale of units of the Trust being a listed InvIT, subject to STT	15%	15%	15%
LTCG on sale of units of the Trust being a listed InvIT, subject to STT	10% without the benefit of first and second provisos to section 48 (on capital gains exceeding INR 0.1 million)	10% without the benefit of first and second provisos to section 48 (on capital gains exceeding INR 0.1 million)	10% without the benefit of first and second provisos to section 48 (on capital gains exceeding INR 0.1 million)

As per the amendment made by the Finance Act, 2023, the amount of distribution to the extent not chargeable to tax under section 56(2)(xii) of the Act and not covered under sections 10(23FC), 10(23FCA) or 115UA(2) of the Act, shall be reduced from the cost of acquisition of units for computing capital gains.

d. Set-off of losses:

Please refer to Para 1.5(f) above.

e. Applicability of MAT/ AMT:

In case of domestic companies that are liable to pay MAT under the provisions of section 115JB of the Act, the gains arising, if any, on sale of units of the Trust are to be included as part of book profits for the purpose of computing MAT liability. MAT paid by such companies should be available as credit for set-off against future tax liability, provided such companies do not opt to be governed by the concessional tax rates under sections 115BAA or 115BAB of the Act. Companies exercising the option to be taxed as per section 115BAA or section 115BAB of the Act have been excluded from the applicability of MAT.

However, as per clauses (iie)/(fc) of Explanation 1 to section 115JB of the Act, the following shall not be considered while computing book profits for levy of MAT:

- notional gain/loss on transfer of shares of SPV in exchange of units allotted by the business trust referred to in clause (xvii) of section 47; or
- notional gain/loss resulting from any change in carrying amount of said units; or
- gain on transfer of units allotted by the business trust referred to in clause (xvii) of section 47.

Further, as per clauses (k)/(iif) of Explanation 1 to section 115JB of the Act, any gain/loss on transfer of units referred to in clause (xvii) of section 47 of the Act shall be considered while computing the book profit for levy of MAT by taking into account the cost of the shares exchanged with the units referred to in the said clause or the carrying amount of the shares at the time of exchange where such shares are carried at a value other than the cost through statement of profit and loss, as the case may be.

In case of unitholders other than companies that are liable to AMT under the provisions of section 115JC of the Act, the gains arising, if any, on sale of units of the Trust are to be included as part of the adjusted total income for the purpose of computing AMT liability. AMT paid by such unitholders should be available as credit for set-off against future tax liability, provided they do not opt to be governed by the concessional tax rates under sections 115BAC or 115BAD of the Act.

2.2.2 Tax benefits in relation to non-resident Unitholders:

A non-resident shall be liable to tax in India in respect of:

- Income received or deemed to be received in India; or
- Income accrued or arisen or deemed to have accrued or arisen in India in terms of the provisions of the Act.

As per section 90(2) of the Act, the provisions of the Act shall apply to the extent they are more beneficial than the provisions of the Double Taxation Avoidance Agreement ('DTAA') between India and the country of residence of the non-resident unitholder. However, for claiming DTAA benefit, the non-resident would have to provide relevant documents/declarations viz. tax residency certificate, e-filed Form 10F, etc. as per the requirements of the Act/ DTAA.

a. Dividend which is not exempt under section 10(23FD) of the Act (i.e., dividend received by the Trust from SPV who has exercised the option under section 115BAA of the Act):

The said dividend income will be taxable at the rate of 20% (plus applicable surcharge and cess) as per Section 115A of the Act. This is subject to relief, if any, under the applicable DTAA.

b. Interest income earned from the SPV and distributed by the Trust:

Any interest income which is not exempt under section 10(23FD) of the Act in the hands of the non-resident unitholders would be taxable at 5% (plus applicable surcharge and cess) as per Section 115A of the Act. This is subject to relief, if any, under the applicable DTAA.

c. Other distribution by the Trust not covered under section 115UA(2) of the Act:

As per newly inserted section 56(2)(xii) of the Act, any distribution received by non-resident unitholders that is not covered under section 10(23FC) or 10(23FCA) of the Act and which is not chargeable to tax under section 115UA(2) of the Act, shall be chargeable to tax as 'income from other sources' provided such amount received (including similar distributions in earlier years to the same unitholder or any other unitholder) is in excess of the amount at which units are issued by the business trust, as reduced by the amount charged to tax earlier under this provision.

Subject to relief, if any, under the applicable DTAA, such other distribution of income shall be chargeable to tax in the hands of the non-resident unitholders as under:

Status of unitholder	Tax rate under the Act (excluding surcharge and cess)
Foreign companies	40%
Firms, LLPs	30%

Status of unitholder	Tax rate under the Act (excluding surcharge and cess)
Others	As per applicable rates, e.g., in case of individuals, income shall be taxed as per applicable slab rates, maximum being 30%

d. Capital gains on sale of units of the Trust:

Capital assets are classified as LTCA or STCA, based on the period of holding of these assets. The determinative period of holding for units of the Trust to qualify as LTCA is more than 36 months. Units held for less than 36 months would be STCA.

While determining the period of holding for units of business trust allotted pursuant to exchange of shares of SPV as per clause (hc) of Explanation 1 to section 2(42A) of the Act, the period of holding for the units shall include the period for which the shares were held in the SPV.

Subject to applicable DTAA relief, if any, taxation of capital gains on sale of units of the Trust shall be as under:

Nature of Capital gains	Tax rate under the Act (excluding surcharge and cess)
STCG on sale of units of the Trust being a listed InvIT, subject to STT	15%
LTCG on sale of units of the Trust being a listed InvIT, subject to STT	10%

As per the amendment made by the Finance Act, 2023, the amount of distribution to the extent not chargeable to tax under section 56(2)(xii) of the Act and not covered under sections 10(23FC), 10(23FCA) or 115UA(2) of the Act, shall be reduced from the cost of acquisition of units for computing capital gains.

e. Set-off of losses:

Please refer to Para 1.5(f) above.

Applicability of MAT/ AMT:

While computing book profits to determine the applicability of MAT, in respect of income a foreign company being interest or dividend, or capital gains accruing or arising on transactions in "securities" within the meaning of section 2(h) of the Securities Contracts (Regulation) Act, 1956 should be excluded if such income is credited by the foreign company to its statement of profit and loss account and the income-tax payable thereon under the Act is at a rate less than rate of tax on book profits presently being 18.5% (excluding surcharge and cess).

Further, the MAT provisions shall not be applicable in case of a foreign company:

- if such foreign company is a resident of a country with which India has entered into a DTAA and such foreign company does not have a permanent establishment in India in terms of provisions of the applicable DTAA; or
- if such foreign company is a resident of a country with which India does not have a DTAA and such foreign company is not required to seek registration under any law for the time being in force relating to companies.

In case of unitholders other than companies that are liable to AMT under the provisions of section 115JC of the Act, the gains arising, if any, on sale of units of the Trust are to be included as part of the adjusted total income for the purpose of computing AMT liability. AMT paid by such unitholders should be available as credit for set-off against future tax liability, provided they do not opt to be governed by the concessional tax rates under sections 115BAC or 115BAD of the Act.

2.2.3 Special tax benefits in relation to Unitholders being Foreign Institutional Investors ('FIIs') / Foreign Portfolio Investors ('FPIs')

a. As per the provisions of section 2(14) of the Act, any securities held by an FII which has invested in such securities in accordance with the regulations made under the Securities and Exchange Board of India Act, 1992, shall be regarded as a capital asset. Accordingly, any income arising on transfer of such capital assets shall be in the nature of capital gains.

b. The determinative period of holding for such units to qualify as LTCA is more than 36 months. Thus, units held for up to 36 months shall qualify as STCA.

c. LTCG exceeding INR 0.1 million arising in the hands of FIIs/ FPIs on transfer of units of the Trust through a recognized stock exchange on which STT has been paid, shall be taxable under section 112A of the Act – please refer to Para 1.5I above.

d. LTCG arising in the hands of FIIs/ FPIs on transfer of units of the Trust, which is not effected through a recognized stock exchange and not subject to STT, shall be chargeable to tax at 10%, without the benefit contained in the first and second provisos to section 48 of the Act (plus applicable surcharge and cess) in accordance with section 115AD of the Act. (Subject to applicable DTAA relief, if any).

e. Similarly, STCG on transfer of the units of the Trust shall be chargeable to tax at the rate of 15% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act provided such transfer is made through a recognized stock exchange and the transaction is subject to STT. (Subject to applicable DTAA relief, if any).

f. However, as per section 115AD(1)(ii) of the Act, STCG arising to the FIIs/ FPIs on transfer of units of the Trust, which is not through a recognized stock exchange and not subject to STT, shall be taxable at the rate of 30% (plus applicable surcharge and cess).

g. As per section 196D(2) of the Act, TDS shall not apply in respect of income by way of capital gains arising from the transfer of securities referred to in section 115AD of the Act payable to FIIs/ FPIs.

h. On any other income in respect of securities referred to in section 115AD(1)(a) of the Act, other than capital gains and interest income subject to TDS under section 194LD of the Act, TDS shall apply at 20% (plus applicable surcharge and cess) as per section 196D of the Act, subject to applicable DTAA relief, if any.

2.2.4 Special tax benefits in relation to Unitholders being Mutual Funds:

a. Exemption is provided under section 10(23D) of the Act in respect of income of:

- Mutual Funds registered under the Securities and Exchange Board of India Act, 1992 or Regulations made thereunder; and
- Mutual Funds set up by public sector banks or public financial institutions and Mutual Funds authorised by the Reserve Bank of India will be exempt from income tax, subject to such conditions as the Central Government may, by notification in the Official Gazette, specify in this behalf.

b. As per the provisions of section 196 of the Act, TDS shall not apply on any sum payable to a Mutual Fund specified under section 10(23D) of the Act. Accordingly, the Trust is not required to withhold tax on any sum payable to Mutual Fund specified under section 10(23D) of the Act.

2.2.5 Special tax benefits in relation to Unitholders being Venture Capital Companies ('VCC') / Venture Capital Funds ('VCF'):

For VCC/ VCF registered prior to 21 May 2012

Under Section 10(23FB) of the Act, any income from investment in a Venture Capital Undertaking ('VCU') arising to a VCC/ VCF (not being an investment fund specified in clause (*a*) of Explanation 1 to section 115UB) to whom a certificate of registration has been granted before 21 May 2012 under SEBI (Venture Capital Funds) Regulations, 1996, or as a sub-category of Category I Alternative Investment Fund ('AIF') as is regulated under SEBI (AIF Regulations), 2012 made under the SEBI Act, 1992, shall be exempt from income tax, subject to conditions specified therein.

Further, as per Section 115U of the Act, any income derived by a person out of investments made in a VCC/ VCF shall be taxable in the hands of the person making the investment in the same manner as if it were the income accruing or arising to or received by such person had the investments been made directly in the VCU.

For VCC/ VCF registered post 21 May 2012

VCC/VCF registered post 21 May 2012 shall be classified as a Category 1 AIF which shall be governed by the SEBI (AIF) Regulations, 2012. For such fund, benefit of section 10(23FB) and section 115U shall not be applicable and the AIF shall be governed by section 115UB read with section 10(23FBA) and 10(23FBB) which states that business income earned by such AIF shall be taxable in the hands of the AIF and exempt in the hands of the unitholders, and other income earned viz. capital gains, income from other sources shall be exempt in the hands of the AIF and taxable in the hands of the unitholders.

2.2.6 Special tax benefits in relation to Unitholders being certain specified person

a. As per section 10(23FE) of the Act, dividend, interest, income taxable under section 56(2)(xii) of the Act and LTCG arising from investments made by 'specified person' in India, whether in the form of debt or share capital or unit, shall be exempt, if such investment is:

- made on or after 1 April 2020 but on or before 31 March 2024;
- is held for at least 3 years; and
- inter alia, is in a business trust

b. Further, such specified person (subject to certain conditions prescribed in section 10(23FE)) shall include:

- Wholly owned subsidiary of Abu Dhabi Investment Authority
- Sovereign Wealth Funds as notified by the Central Government
- Pension funds as notified by the Central Government

II. TAX DEDUCTION AT SOURCE

a. Withholding of tax by SPV:

As per section 193 and 194A of the Act, the SPV shall not be required to withhold taxes when they make payment of interest to the Trust.

As per section 194 of the Act, the SPV shall not be required to withhold taxes when they make payment of dividend to the Trust.

b. Withholding of tax by the Trust:

As per the provisions of section 115UA(1) of the Act, the income distributed by the Trust shall be deemed to be of the same nature and in the same proportion in the hands of the unitholders as if such income was received by or accrued to the Trust.

The distribution of income, in the nature of interest or dividend, by the trust to the unitholders, would be subject to TDS under section 194LBA of the Act at the time of credit of such payment to the account of the unitholders, or at the time of payment thereof, whichever is earlier. The rate of withholding as per section 194LBA of the Act shall be as under:

- On interest income:
  - 10% in case of resident unitholder; and
  - 5% in case of non-resident unitholder
- On dividend income, being that proportion of dividend earned from an SPV which has exercised the option of beneficial tax regime under section 115BAA of the Act
  - 10% in case of resident unitholder; and
  - 20% in case of non-resident unitholder
- On dividend income, being that proportion of dividend earned from an SPV which has not exercised the option of beneficial tax regime under section 115BAA of the Act, no TDS shall apply.
- The TDS rates above shall be subject to surcharge, cess and DTAA benefit, if applicable.

- On certain distributions proposed to be considered as income for the unitholders, as per the amendment introduced in the Finance Act, 2023, it would be pertinent to note that the Finance Act, 2023 has not introduced any separate withholding tax provisions with respect to such distributions. Accordingly, the Trust may be required to withhold tax under section 195 of the Act. The withholding tax rate applicable on such distributions shall be determined on the basis of the tax residential status of the unitholder and applicable DTAA benefits, if any.

c. Withholding of tax in case of transfer of shares/securities:

No tax is deductible at source from income by way of capital gains arising to a resident unitholder under the present provisions of the Act.

However, as per the provisions of section 195 of the Act, any income on transfer of units of the Trust by non-resident unitholders may be subject to TDS at the rate under the domestic tax laws or under the DTAA, whichever is beneficial to the assessee (other than FIIs/ FPIs which are subject to provisions of section 196D(2) of the Act – please refer to Para 2.2.3 above). The TDS shall be subject to any lower withholding tax certificates that may have been issued by the Tax Authorities to the unitholders under the provisions of the Act.

Applicability of DTAA benefit, if any, shall be subject to furnishing of relevant documents/declarations viz. tax residency certificate, e-filed Form 10F, etc. by the non-resident unitholders.

Buyer and seller of unlisted shares/securities also need to check the applicability of TDS under section 194Q of the Act read with the Tax Collection at Source ('TCS') provisions under section 206C(1H) of the Act. As per the clarification issued by the Central Board of Direct Taxes ('CBDT') vide Circular No. 17/2020 dated 29 September 2020, the provisions of section 206C(1H) shall not apply in relation to transactions in securities and commodities which are traded through recognized stock exchanges or cleared and settled by recognized clearing corporation, including recognized stock exchanges or recognized clearing corporation located in IFSC.

Further, vide Circular No. 13/ 2021 dated 30 June 2021, the CBDT has clarified that if buyer has deducted tax on a transaction under section 194Q of the Act, the seller is not required to collect tax under section 206C(1H) of the Act on the same transaction. However, if, for any reason, tax has been collected by the seller under section 206C(1H) before the buyer could deduct tax under section 194Q of the Act on the same transaction, then buyer need not to deduct tax at source under section 194Q of the Act.

d. TDS at higher rate where Permanent Account Number ('PAN') details are not furnished by the unitholders - section 206AA of the Act

As per section 206AA of the Act, where a taxpayer does not possess a PAN, taxes have to be withheld on payment of income to the taxpayer (where chargeable to tax) at higher of the following:

- At the rate specified in the Act; or
- At the rate or rates in force; or
- At the rate of 20% / 5% where tax is required to be deducted under sections 194-O or 194Q

Rule 37BC was introduced with effect from 24 June 2016 to provide for relaxation from higher TDS under section 206AA if the non-resident payee furnishes prescribed details and documents to the payer of specified income.

Please note that similar provisions are there under section 206CC of the Act in relation to TCS.

e. TDS at higher rate in case of non-filers of income-tax return - section 206AB of the Act

The Finance Act, 2021 had introduced a new provision - section 206AB in the Act for deducting tax at higher rates on payments made to non-filers of income-tax returns. Section 206AB of the Act applies where any sum or income or amount is paid, or payable or credited, by a person to a specified person and tax is required to be deducted at source as per provisions of the Act (except under sections 192, 192A, 194B, 194BB, 194-IA, 194-IB, 194LBC, 194M or 194N of the Act).

Specified person means a person who has not filed the return of income for the assessment year relevant to the previous year immediately preceding the financial year in which tax is required to be deducted for which time limit for furnishing return of income under section 139(1) of the Act has expired and the aggregate of TDS and TCS is INR 50,000 or more in the said previous year. Further, specified person shall not include a non-resident who does not have a permanent establishment in India or any other person who is not required to furnish return of income for the assessment year relevant to the said previous year and is notified by the Government in this regard.

In case the aforesaid section is applicable, tax shall be deducted at higher of the followings rates:

- twice the rate specified in the relevant provision of the Act; or
- twice the rate or rates in force; or
- the rate of 5%.

If provisions of section 206AA and section 206AB of the Act are applicable to a specified person, then, tax shall be deducted at higher of the two rates provided under the respective sections of the Act.

Please note that similar provisions are there under section 206CCA of the Act in relation to TCS.

III. OTHER PROVISIONS

a. Section 94(7) of the Act (commonly known as dividend stripping)

Section 94(7) of the Act provides that where:

(i) Any person buys or acquires any securities or unit within a period of three months prior to the record date[1];

(ii) Such person sells or transfers such securities within three months after such record date or such unit within nine months after such record date;

(iii) The dividend or income on such securities or unit received or receivable by such person is exempt

then, the loss, if any, arising on account of such purchase and sale of securities or unit, to the extent of the dividend or income received or receivable on such securities or unit, shall be ignored for computing income chargeable to tax.

Finance Act, 2022 has extended the applicability of section 94(7) to a business trust as defined in section 2(13A) of the Act.

b. Section 94(8) of the Act (commonly known as bonus stripping)

Section 94(8) of the Act provides that where:

(i) Any person buys or acquires any securities or units within three months prior to the record date2;

(ii) Such person is allotted additional securities or units without any payment on the basis of holding of such securities or units on such date;

(iii) Such person sells or transfers all or any of the securities or units within nine months after the record date, while continuing to hold all or any of the additional securities or units referred in clause (ii) above

then, the loss, if any, arising on account of such purchase and sale of all or any of the securities or units shall be ignored for computing income chargeable to tax and notwithstanding anything contained in any other provision of the Act, the amount of loss so ignored shall be deemed to be the cost of purchase or acquisition of such additional securities or units referred to in clause (ii) above as are held on the date of such sale or transfer.

[1] Record date means a date fixed for the purposes of entitlement of the holder of the securities or units, as the case may be, to receive dividend, income, or additional securities or units without any consideration, as the case may be

[2] *Record date means a date fixed for the purposes of entitlement of the holder of the securities or units, as the case may be, to receive dividend, income, or additional securities or unit without consideration, as the case may be*

Finance Act, 2022 has extended the applicability of section 94(8) to a business trust as defined in section 2(13A) of the Act.

Notes to statement

General tax rates and provisions:

1. The income-tax rates specified in this note are as applicable for the Financial Year 2023-24 relevant to the Assessment Year 2024-25, and are exclusive of surcharge and cess, if any. Rates of surcharge and Health and Education cess are as provided below:

Surcharge:

Domestic companies:

(i) If the total income does not exceed INR 10 million – Nil

(ii) If the total income exceeds INR 10 million but does not exceed INR 100 million - 7 %

(iii) If the total income exceeds INR 100 million - 12 %

Foreign companies:

(i) If the total income does not exceed INR 10 million - Nil

(ii) If the total income exceeds INR 10 million but does not exceed INR 100 million – 2%

(iii) If the total income exceeds INR 100 million – 5%

Individuals, HUF, AOP, BOI:

(i) If the total income does not exceed INR 5 million - Nil

(ii) If the total income (including dividend income or income under the provisions of section 111A, section 112 and section 112A of the Act) exceeds INR 5 million but does not exceed INR 10 million – 10%

(iii) If the total income (including dividend income or income under the provisions of section 111A, section 112 and section 112A of the Act) exceeds INR 10 million but does not exceed INR 20 million – 15%

(iv) If the total income (excluding dividend income or income under the provisions of section 111A, section 112 and section 112A of the Act) exceeds INR 20 million but does not exceed INR 50 million – 25%

(v) If the total income (excluding dividend income or income under the provisions of section 111A, section 112 and section 112A of the Act) exceeds INR 50 million – 37%

(vi) If the total income (including dividend income or income under the provisions of section 111A. section 112 and section 112A of the Act) exceeds INR 20 million, but is not covered under (iv) and (v) above – 15%

However, in case the total income includes any income by way of dividend or income under the provisions of section 111A, section 112 or section 112A of the Act, surcharge in respect of that part of income shall not exceed 15%.

In case of an Association of Persons consisting of only companies as its members, surcharge shall not exceed 15% if the total income exceeds INR 10 million.

The above surcharge is subject to marginal tax benefit as per the Act.

As per the Finance Act, 2023, in case of Individuals, HUF, AOP (other than a co-operative society), BOI, AJP taxable under the New Regime prescribed under section 115BAC of the Act, the surcharge shall not exceed 25% if the total income exceeds INR 20 million.

Firms, LLPs

(i) If the total income does not exceed INR 10 million – Nil

(ii) If the total income exceeds INR 10 million - 12 %

The above surcharge is subject to marginal tax benefit as per the Act.

Health and Education cess:

In all cases, Health and Education cess will be levied at the rate of 4% of the aggregate of income-tax and surcharge.

2. The stated benefits will be available only to the sole/ first named holder in case the units are held by joint holders.

3. Please note that the TDS rates mentioned in the given document may be subject to any concessions introduced/ allowed by the Government under any policy, press release, etc. Also, the same may also be subject to lower/ nil withholding tax certificates which may be furnished by the unitholders.

4. In respect of non-residents, the tax rates and the consequent taxation mentioned above shall be further subject to any benefits available under the applicable DTAA, if any, between India and the country in which the non-resident has fiscal domicile. Further, it is pertinent to meet the terms and conditions viz. tax residency, Principal purpose test, beneficial ownership test etc. as enacted in DTAAs entered into by India with various countries based on Multilateral Instrument ('MLIs') to implement tax treaty related measures to prevent Base Erosion and Profit Shifting ('BEPS').

5. The tax implications/ benefits stated in this document are subject to General Anti Avoidance Rules ('GAAR') provisions under the Act. GAAR may be invoked by the Indian Income Tax Authorities in case arrangements are found to be impermissible avoidance arrangements. Further, in case GAAR provisions are invoked, the onus to prove that the main purpose of an arrangement was not to obtain any tax benefit is on the taxpayer. Also, any resident or non- resident may approach the Board for Advance Rulings (earlier Authority for Advance Rulings) to determine whether an arrangement can be regarded as an impermissible avoidance arrangement.

6. This statement does not discuss any tax consequences in a country outside India of an investment in the units of The Trust. The unitholders / investors in the country outside India are advised to consult their own professional advisors regarding possible tax consequences that apply to them in such country outside India.

7. This statement is intended only to provide general information to the investors and is neither designed nor intended to be substituted for professional tax advice. In view of the individual nature of tax consequences, each investor is advised to consult his/her own tax advisor with respect to specific tax consequences of his/her participation in the scheme.

8. No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to changes from time to time. We do not assume responsibility to update the views consequent to such changes. We shall not be liable for any claims, liabilities or expenses relating to this assignment except to the extent of fees relating to this assignment, as finally judicially determined to have resulted primarily from bad faith or intentional misconduct. We will not be liable to any other person in respect of this statement.

9. This statement of possible direct tax benefits enumerated above is as per the Act as amended by the Finance Act, 2023 applicable for the Financial Year ending 31 March 2024 relevant to the Assessment Year 2024-25. The above statement of possible Direct-tax Benefits sets out the possible tax benefits available to the Trust and its unitholders under the current tax laws presently in force in India. Several of these benefits available are dependent on the Trust or its unitholders fulfilling the conditions prescribed under the relevant tax laws.

10. The information provided above sets out the possible tax benefits available to the unitholders in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership, transfer and disposal of equity shares and units, under the current tax laws presently in force in India. It is not exhaustive or comprehensive and is not intended to be a substitute for professional advice. Investors are advised to consult their own tax advisor with respect to the tax implications arising on account of any investment in equity shares or units (including tax implications on account of any distributions by/ receipts from the Trust), particularly in view of the fact that certain recently enacted legislation may not have a direct

legal precedent or may have a different interpretation impacting the benefits, which an investor can avail.

LEGAL MATTERS

S&R Associates does not make, or purport to make, any statement in this Draft Placement Memorandum and is not aware of any statement in this Draft Placement Memorandum which purports to be based on a statement made by it, and it makes no representation, express or implied, regarding, and to the extent permitted by law takes no responsibility for, any statement in or omission from this Draft Placement Memorandum.

Cyril Amarchand Mangaldas does not make, or purport to make, any statement in this Draft Placement Memorandum and is not aware of any statement in this Draft Placement Memorandum which purports to be based on a statement made by it, and it makes no representation, express or implied, regarding, and to the extent permitted by law takes no responsibility for, any statement in or omission from this Draft Placement Memorandum.

INDEPENDENT ACCOUNTANTS

Audited Special Purpose Combined Financial Statements have been prepared in accordance with the Indian Accounting Standards as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013 read with the InvIT Regulations and the circulars issued thereunder and the Guidance Note on Combined and Carve-Out Financial Statements issued by the Institute of Chartered Accountants of India. The Audited Special Purpose Combined Financial Statements included in this Draft Placement Memorandum have been audited by KKC & Associates LLP (*formerly known as Khimji Kunverji and Co. LLP*), the statutory auditors of the Trust, as stated in their audit report dated March 19, 2024, included in this Draft Placement Memorandum.

AUDITED SPECIAL PURPOSE COMBINED FINANCIAL STATEMENTS

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Independent Auditor's Report on Special Purpose Combined Financial Statements

To,
Board of Directors,
Roadstar Investment Managers Limited (the "Investment Manager")
[As the Investment Manager of Roadstar Infra Investment Trust (the "InvIT")]
The IL&FS Financial Centre
Plot No. C22, G-Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400051

Opinion

1. We have audited the accompanying "Special Purpose Combined Financial Statements" of the Special Purpose Vehicles (SPVs) of the InvIT namely, (i) Moradabad Bareilly Expressway Limited (MBEL),(ii) Sikar Bikaner Highway Limited (SBHL), (iii) Hazaribagh Ranchi Expressway Limited, (HREL), (iv) Thiruvananthapuram Road Development Company Limited (TRDCL), (v) Pune Sholapur Road Development Company Limited (PSRDC) and (vi) Barwa Adda Expressway Limited (BAEL); (each individually referred to as "SPVs" and together referred to as the "SPV Group"), which comprise the Combined special purpose Balance Sheets as at 31 December 2023, 31 March 2023, 31 March 2022 and 31 March 2021, the Combined special purpose Statements of Profit and Loss (including Other Comprehensive Income), the Combined special purpose Cash Flow Statements, the Combined special purpose Statements of Changes in Equity for the period/years ended on those dates, Combined Statement of net assets at fair value as at 31 December 2023, Combined Statement of Total Returns for the nine months ended 31 December 2023 and a Summary of Significant Accounting Policies and Other Explanatory Information (the "special purpose Combined Financial Statements").

2. In our opinion and to the best of our information and according to the explanations given to us, special purpose Combined Financial Statements give a true and fair view of the combined state of affairs of the SPV Group as at 31 December 2023, 31 March 2023, 31 March 2022 and 31 March 2021, its combined profit or loss including other comprehensive income, its combined cash flows and its combined changes in equity for the period/years ended on those dates, its combined statement of net asset at fair value, as at 31 December 2023 and its combined statement of total returns at fair values, for the nine months period ended 31 December 2023 in accordance with the basis of preparation as set out in Note No. 1.2.2.1 to the special purpose Combined Financial Statements.

Basis of Opinion

3. We conducted our audit in accordance with the Standards of Auditing (SAs) issued by the Institute of Chartered Accountants of India (the "ICAI"). Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Combined Financial Statements section of our report. We are independent of the InvIT in accordance with the Code of Ethics issued by the ICAI together with the ethical requirements that are relevant to our audit of the Combined Financial Statements, and we have fulfilled our ethical responsibilities in accordance with these requirements and Code of Ethics. We believe that the audit

evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion on the Combined Financial Statements.

Emphasis of Matter – (EOM):

4. We draw attention to Note 1.2.2.1 to the special purpose Combined Financial Statements, which describes the purpose and basis of preparation of the said special purpose Combined Financial Statements. The special purpose Combined Financial Statements have been prepared by the management of the Investment Manager solely for inclusion in Draft Placement Memorandum/Placement Memorandum/Final Placement Memorandum in accordance with the requirements of Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended from time to time including any circulars issued thereunder (the "InvIT Regulations") in connection with the proposed distribution of units by the InvIT on private placement basis. As a result, the special purpose Combined Financial Statements may not be suitable for any another purpose.

5. **Summary of EOMs by Auditors of SPVs**

The respective auditors of a subsidiary and a joint venture have drawn attention in their respective audit reports, without modifying their respective opinion, on following matters:

Sr No	Name of entity	Period/Year	EOM
01	SBHL	31 December 2023	a. "*We draw attention to Note No. 12.2 to the interim special purpose financial statements, wherein it has been mentioned that a loan from the unrelated party obtained in 2017-18 has not been restructured with other loans due the reasons mentioned in the said note. As stated in the said note the unrelated lender has not provided balance confirmation as on December 31, 2023. Further, the outstanding balance of the said unrelated lender is not in agreement with the books of the company due to reasons mentioned in the said note. Our opinion is not modified for the above matter.*" The details pertaining to above-mentioned point have been placed at Note No 14 to the special purpose Combined Financial Statements.
02	PSRDCL	31 December 2023	a. "*We would like to draw your attention to Note No. 39 of the special purpose financial statements, wherein it is mentioned that, during the current financial year, the company's shareholding was transferred to Roadstar Infrastructure Investments Trust (RIIT), an*

			InvIT, after receiving due approval from the lenders, authority, and NCLT. Pursuant to this transfer, no interest was payable to the lenders for the period from 16th October 2018 to 31st March 2021. The interest accrued until 15th October 2018 was converted into a loan. The revised debt number as on October 15, 2018 was agreed by the lenders as a part of restructuring debt. The Lenders executed a loan agreement with restructured terms, and the debt was serviced in Q2 and Q3 in accordance with these revised terms. The senior lenders has also recovered Rs.230.48 Million post-October 15, 2018 and in accordance with the NCLT order, this amount was adjusted against the outstanding debt." *"However, based on the statement of account received from the senior lenders, it appears that they have not given effect to the debt restructuring agreement and the recovery of Rs. 230.48 million and continued to charge interest on higher rate on old outstanding numbers. This has resulted in a net variance of Rs.1501.23 million between debt balance reported in the statement of accounts provided by the senior lenders and the company's records. The company is in discussion with the senior lenders to resolve this discrepancy. Management is of the opinion that the outcome of these discussion will not have any impact on the financial statements of the company."* The details pertaining to above-mentioned point have been placed at Note No 43(b) to the special purpose Combined Financial Statements. b. "*We would like to draw your attention to Note no. 34 of the Special purpose financial statements, wherein it is mentioned that, during the previous year, senior lenders had initiated forensic audit of the Company through independent third party for the period 1st Jun 2010 to 31st Mar 2016. The Forensic Audit closed by lenders with a remark as "Fraud Account". Company has made representation based on the facts strongly contesting the classification of the account and challenged the wrong classification of the account by the forensic auditors."*

			The details pertaining to above-mentioned point have been placed at Note No.40(l) to the special purpose Combined Financial Statements.
03	BAEL	31 December 2023	a. *"We draw attention to Note No. 34 of the accompanying special purpose financial statements wherein the company has stated that the Ministry of Corporate Affairs (MCA), Government of India, has vide its letter dated October 1, 2018 initiated investigation by Serious Fraud Investigation Office (SFIO) against IL&FS (ultimate holding company) and its group companies under Section 212 (1) of the Companies Act, 2013. As a part of investigation of affairs of ITNL (the Holding Company), SFIO has also been seeking from ITNL various information including relating to project undertaken by the Company (for which ITNL acted as Development Contractor and promoter). The investigation is in progress, and it is understood that the relevant information is being provided by ITNL to the agency. At this stage, no material impact/ implications had arisen from the aforesaid developments. However, an uncertainty relating to the future outcome of the regulatory actions is not determinable at this stage."* The details pertaining to above-mentioned point have been placed at Note No 40(b) to the special purpose Combined Financial Statements. b. *"We draw attention to Note No. 36 of the accompanying special purpose financial statements wherein the company has stated that pursuant to the "Third Progress Report - Proposed Resolution Framework for the IL&FS Group" dated 17 December, 2018 and the "Addendum to the Third Progress Report - Proposed Resolution Framework for IL&FS Group" dated January 15, 2019 ("Resolution Framework Report") submitted by the Company to the Ministry of Corporate Affairs, Government of India which, in tum, was filed with the Hon'ble National Company Law Appellate Tribunal ("NCLAT"), the creditors of the Company were invited (via advertisement(s) dated May 22, 2019) to submit their claims as at October 15, 2018 with proof, on or before 5 September, 2019 (later extended till February 5, 2020)) to a Claims Management Advisor ("CMA")*

			appointed by the IL&FS Group. The amounts claimed by the financial and operational creditors are assessed for admission by the CMA. *The CMA, vide their various communications to the management of the Company, have submitted their report on the status of the claims received and its admission status. The report is subject to updation based on additional information / clarification that may be received from the creditors in due course.* *Management of the Company has reviewed the claims made by third parties with the CMA, and reconciled them with the books of accounts and accounted in the books of accounts appropriately*". The details pertaining to above-mentioned point have been placed at Note No 40(i) to the special purpose Combined Financial Statements. c. *"We draw attention to Note No. 37 of the accompanying special purpose financial statements wherein the company has stated that the National Company Law Appellate Tribunal ("NCLAT") had passed an order on October 15, 2018 ("Interim Order") in Company Appeal (AT) 346 of 2018, imposing moratorium on the creditors of IL&FS and its 348 group companies, which includes the Company. Further, NCLAT vide its order dated February 11, 2019 had also classified the Company under the "Red Category" based on a 12-months cash flow solvency test, indicating it is not in a position to discharge its entire Debt as and when due. Accordingly, the Company is permitted to make only those payments necessary to maintain and preserve the going concern status. This consequently also resulted in downgrade of debt ratings of the Company. NCLAT wide its order dated March 12, 2020, had upheld its interim order of October 15, 2018.The said order specifies October 15, 2018 as the date of initiation of the Resolution Process of the Company. Accordingly, the Company has not accrued any interest, default interest, penal interest and any other similar charges after the said cut-off date of October 15,2018 and also not repaid any principal amount of debt due. As a result, Rs 411.01*

			Million (during the period October 2018 to March 2020) recovered by the banks (towards interest and principal) from the Escrow accounts of the Company maintained with them is being treated as Receivable from banks in these financial statements. The Company has written to the banks for recoveries of the same amounts in view of moratorium extended by the October 15, 2018 Order of NCLT. These amounts have not been handed back to the Company till date. Further, the balances as confirmed by the lenders, in some cases, are not in agreement with the books of the company which is under reconciliation." The details pertaining to above-mentioned point have been placed at Note No 43(c) to the special purpose Combined Financial Statements. d. *"We also draw attention to Note No. 38 of the accompanying special purpose financial statements wherein the company has stated that in line with the affidavit filed by Ministry of Corporate Affairs (MCA) to the Hon'ble NCLAT on May 21, 2019, the cut-off date of October 15, 2018 ("Cut-Off Date") was proposed, on account of inter alia the fact that the Hon'ble NCLAT had passed the Order on October 15, 2018, which inter alia granted certain reliefs to the IL&FS Group and also restricted certain coercive actions by the creditors of the IL&FS Group.* *In terms of the Resolution Framework Reports, the proposal made is that all liabilities relating to the relevant IL&FS Group Entity, whether financial (including interest, default interest, indemnity claims and additional charges), operational debt (including interest, indemnity or other claims) as well as statutory claims (including tax, employment and labour related claims), whether existing at or relating to a period prior to the Cut-Off Date should not continue accruing.* *Accordingly, the interest expenses are accounted on borrowings until October 15, 2018."*

			The details pertaining to above-mentioned point have been placed at Note No 43(d) to the special purpose Combined Financial Statements. e. *"We draw attention to Note No. 42 of the accompanying special purpose financial statements wherein the company has stated that as per the Minutes of Meeting with Lenders Consortium held on dated March 16, 2023, the company is to incur capital cost of Rs. 5,339.30 Million for completing the remaining construction activities, these costs shall not provide any incremental revenue for the company beyond the revenue stream as of now. However, these would be required to complete the entire stretch of the project and is one of the contractual obligations of the company. The amount is as determined by the Independent Engineer of NHAI and the company is reassessing the same. The costs as and when incurred will be treated as part of the cost of the intangible assets. The Company has already awarded contract for substantial amount work to be executed. "* The details pertaining to above-mentioned point have been placed at Note No 40(k) to the special purpose Combined Financial Statements. f. *"We draw attention to Note No. 45 of the accompanying special purpose financial statements wherein the company has stated that the project concession period is 20 years and the appointed date of the project was April 1, 2014. Accordingly, project concession ends in March 2034. As per the Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. As per the traffic projections, there will be lower traffic as on target date and hence, the Company is eligible for extension of concession period of 5 years 3 months*

			(subject to maximum of 4 years) i.e. the concession period will be till September 2039. Such extension of concession period has been considered for accounting of amortisation, impairment and negative premium payable to NHAI. In view of this, an addition of Rs. 787.35 Million was recognised as addition to Intangible asset during previous year ended March 31, 2020, being the net present value of premium payable for extended period." The details pertaining to above-mentioned point have been placed at Note No 44 to the special purpose Combined Financial Statements.
04	PSRDCL	31 March 2023	a. *"We draw your attention to Note no. 32 of the financial statements wherein it is mentioned that, The Ministry of Corporate Affairs (MCA), Government of India, has vide its letter dated October I, 2018 initiated investigation by Serious Fraud Investigation Office (SFIO) against IL&FS (ultimate holding company) and its group companies under Section 212 (I) of the Companies Act, 2013. As a part of investigation of affairs of ITNL (the Holding Company), SFIO has also been seeking from ITNL various information including relating to project undertaken by the Company (for which ITNL acted as Development Contractor and promoter). The investigation is in progress, and it is understood that the relevant information is being provided by JTNL to the agency. At this stage, no material impact/ implications had arisen from the aforesaid developments. However, an uncertainty relating to the future outcome of the regulatory actions is not determinable at this stage.* b. *"We draw your attention to Note no. 35 of the financial statements wherein it is mentioned that, During the current financial year owing to approval by NCLT on October 14, 2022, for transfer of asset to lnvIT and restructuring process being approved by the secured lenders , the company has accounted interest for senior secured loan effective April I, 2021 as per the new terms and conditions mentioned in revised sanction letters received from secured lenders. The lenders have agreed to the balances as*

			of April I, 2021, which align with the claims submitted by all lenders as of October 15, 2018. These claims have been admitted by the Claim Management Advisor, as part of the Resolution Process approved by the NCL T. However, no debt servicing is done for any lender in current period as the loan agreement with the senior and other lenders for revised term & conditions are yet to be executed. Under the circumstances, the lenders have continued to classified the loan account as Non-Performing Asset. Company expects the loan account to be re-classified as standard, once the company makes the payment upon execution of loan agreement. *Based on the statement of account received from the senior lenders, it appea1·s that they have not given effect of the debt restructuring and the recovery of Rs. 230.48 million, which they did post October 15, 2018 and continued to charge interest at a higher rate on old outstanding debt numbers, the company has recognised interest based on revised sanction letters received from the secured lenders. This has resulted in a variance of Rs. Rs. 1453.58 million between the debt balances reported in the statement of account provided by the senior lenders and the Company's records. Company is in the process of complying the conditions as stated in sanction letters and is not envisaging any additional interest burden over and above interest rates as specified in revised sanction letters from secured lenders."*
05	SBHL	31 March 2023	a. *"We draw attention Note No 33 (b) of the financial statement, company and senior lenders have entered into a restructuring agreement, however the said plan has not been implemented by the lenders due to reasons as stated in note. Consequently the outstanding balances of borrowings as per lenders and books of the company are not in agreement due to different interest rates, recovery amount debited after October 15th 2018 etc."* b. *"We draw attention to Foot note (2) to Note No. 12 of the financial statement, the outstanding balance of one of the unrelated lenders is not in agreement with the books of the company due to reasons as*

			mentioned in the said note. Further restructuring agreement with said lender has not yet been finalized."
06	BAEL	31 March 2023	a. *"We draw attention to Note No. 30 of the accompanying financial statements, the National Company Law Tribunal has ordered for reopening and recasting of the books of accounts for the financial years 2012-13 to 2017-18 of the holding company IL&FS Transportation Networks Limited, ultimate holding company IL&FS India Limited and a subsidiary thereof viz. IL&FS Financial Services Limited only and management is of the view that it is not applicable to the company, it is expected that impact, if any, arising out of the said reopening / recasting would be limited to above mentioned three entities only. The process of reopening and recasting is still ongoing and hence the resultant / consequent impact, if any, that it may have on the financial statements of the company is not presently ascertainable"* b. *"We draw attention to Note No. 31 to the accompanying financial statements, the Ministry of Corporate Affairs, Government of India, has vide its letter dated October 1, 2018 initiated investigation by Serious Fraud Investigation Office (SFIO) against IL&FS Ltd. (ultimate holding company) and its group companies under Section 212 (1) of the Companies Act, 2013. As a part of its investigation of affairs of ITNL (the holding company), SFIO has been seeking from ITNL various information including relating to project undertaken by the Company (for which ITNL acted as development contractor and promoter). The investigation is in progress and it is understood that the related information is being provided by ITNL to the agency. At this stage, no material impact / implications had arisen from the aforesaid developments. However, an uncertainty relating to future outcome of the regulatory action is not determinable at this stage."* c. *"As mentioned in Note No. 32 of the accompanying financial statements, the books of accounts of IL & FS India Ltd. (the ultimate holding company) and certain companies of the group are being subject to*

			a forensic audit by an independent third party who had submitted its report. Since the report does not related to the operations of the company, the company does not envisage any adjustments to its financial statements. *d. We draw your attention to Note No. 40 to accompanying financial statements wherein the company has disclosed that Independent Engineer of NHAI has assessed that the company is required to incur an amount of Rs. 533.93 Crore to complete the pending work for which though contractually liable, the company shall not have any incremental revenue generation, which shall be shown as part of asset as and when incurred.* *e. We draw your attention to Note No. 34 & 35 to accompanying financial statements regarding NCLAT Order on Moratorium for financial creditors of the Company based on which Company has stopped servicing and accruing interest and repayment to financial creditors effective from October 15, 2018. Consequently, no interest has been accrued after October 15, 2018.* *f. Interest and principal aggregating to Rs. 41.10 Crore recovered by the financial creditors, still not being refunded to the company, is being shown as Receivable from such financial creditors and there is a corresponding difference between the balances as per banks vis-à-vis the balances as per books. Pending completion of the resolution process, the ultimate impact on the financial statements is not presently determinable."*
07	TRDCL	31 March 2023	*"We would like to draw your attention to Note no. 35 of the Financial Statements, wherein it is mentioned that,* *a. The Ministry of Corporate Affairs (MCA), Government of India, initiated an investigation by the Serious Fraud Investigation Office (SFIO) against IL&FS erstwhile ultimate holding company) and its group companies, as conveyed in the MCA's letter dated October 1, 2018. SFIO's investigation also includes the affairs of ITNL (the erstwhile Holding Company),*

			and they have been requesting various information from ITNL, particularly related to the projects undertaken by the company where ITNL acted as the Development Contractor and promoter. ITNL has been cooperating with SFIO by providing the requested information as part of the ongoing investigation. As of now, no material impact or implications have arisen from these developments. The equity capital of ITNL has been transferred to RIIT (InvIT) as part of the resolution process, and based on the company's assessment, there is no expected impact from this exercise. *b. The Board of Directors of ITNL (erstwhile holding company) has approved the restatement of its accounts and submitted them to the MCA. This restatement does not affect the financial statements of the Company for the current year.* *c. Additionally, an independent third party appointed by IL&FS Board (erstwhile ultimate holding company) submitted forensic audit report to ITNL (erstwhile holding company) during previous year ended March 31, 2022. Since the audit is primarily relating to operations of ITNL, Company is not envisaging any adjustment in financial statement in this regard."*

Our opinion is not modified in respect of the above matter.

Management's Responsibility for the Combined Financial Statement

6. The Investment Manager of the InvIT is responsible for the preparation of these Special Purpose Combined Financial Statements that give a true and fair view of the combined financial position, combined financial performance including other comprehensive income, combined cash flows, combined net asset at fair value, combined total returns at fair values, combined statement of change in equity in accordance with the basis of preparation specified in note 1.2.2.1 to the special purpose Combined Financial Statements. The respective Board of Directors of the SPVs are responsible for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act, 2013; for safeguarding the assets of the SPVs and for preventing and detecting frauds and other irregularities; the selection and application of appropriate accounting policies; making judgements and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for

ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error, which have been used for the purpose of preparation of these special purpose Combined Financial Statements by the Investment Manager, as aforesaid.

7. In preparing the special purpose Combined Financial Statements, the Board of Directors of the Investment Manager and the respective Board of Directors of the SPVs are responsible for assessing the ability of the SPVs to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the SPVs or to cease operations or has no realistic alternative but to do so. The Board of Directors of the Investment Manager and the respective Board of Directors of the SPVs are also responsible for overseeing the financial reporting process of the SPVs.

Auditor's Responsibility for the Combined Financial Statement

8. Our objectives are to obtain reasonable assurance about whether the special purpose Combined Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these special purpose Combined Financial Statements.

9. As part of an audit in accordance with Standards on Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit. An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the Combined Financial Statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Combined Financial Statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial controls relevant to the preparation of the Combined Financial Statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances but not for expressing an opinion on the effectiveness of the internal control. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Investment Manager, as well as evaluating the overall presentation of the Combined Financial Statements.

    We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

    We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other Matter

10. We did not audit the financial statements and other financial information as at 31 December 2023, 31 March 2023, 31 March 2022 and 31 March 2021 in respect of SPVs, whose financial statements are included in the special purpose Combined Financial Statements. These financial statements and other financial information

have been audited by other auditors, for which financial statements, other financial information and auditor's reports have been furnished to us by the management. Our opinion on the Combined Financial Statements, in so far as it relates to the amounts and disclosures included in respect of the SPVs, is based solely on the reports of such other auditors.

Restriction on Distribution and Use

11. This report is addressed to and is provided to the Investment Manager solely for the purpose of inclusion in the Draft Placement Memorandum/ Placement Memorandum/ Final Placement Memorandum in connection with the proposed distribution of units by the InvIT on private placement basis. Our report should not be used, referred to or distributed for any other purpose or to any other party without our prior written consent. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **KKC & Associates LLP**
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
Firm Registration Number: 105146W/W100621

HASMUKH BHAVANJI DEDHIA
Digitally signed by HASMUKH BHAVANJI DEDHIA
Date: 2024.03.19 20:06:08 +05'30'

Hasmukh B Dedhia
Partner
ICAI Membership No: 033494
UDIN: 24033494BKCQXV3086

kkc & associates llp Chartered Accountants

Place: Mumbai
Date: 19 March 2024

Special Purpose Financial Statement
Roadstar Infra Investment Trust
COMBINED BALANCE SHEET

₹ in Millions

Particulars	Note No.	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
ASSETS									
Non-Current Assets									
(a) Property, Plant and Equipment	2		21.49		22.92		25.48		2.21
(b) Intangible Assets	3								
(i) Service Concession Arrangements (SCA)		56,802.79		58,954.81		61,543.31		63,166.38	
(ii) Intangible Assets Under Development		1,854.38	58,657.17	679.65	59,634.46	11.95	61,555.26	-	63,166.38
(c) Investment accounted for using equity method	4		0.00		0.00		0.00		0.00
(d) Financial Assets									
(i) Other Financial Assets	5		3,920.56		4,679.01		5,992.58		6,715.44
(e) Tax Assets									
(i) Deferred Tax Asset (Net)	6		583.26		531.82		568.53		480.67
(f) Other Non Current Assets	11		-		-		0.04		-
(g) Non Current Tax Assets (Net)	10		62.79		40.00		25.71		16.70
Total Non-Current Assets			63,245.27		64,908.21		68,167.61		70,381.40
Current Assets									
(a) Financial Assets									
(i) Investments	7	623.79		592.31		1,579.61		1,528.25	
(ii) Trade Receivables	8	188.09		142.81		26.32		23.36	
(iii) Cash and Cash Equivalents	9	1,381.35		1,956.67		943.35		4,084.58	
(iv) Bank Balances other than (iii) above	9	10,739.80		12,226.25		12,641.81		4,845.40	
(v) Other Financial Assets	5	5,944.80	18,877.83	5,412.01	20,330.05	5,963.48	21,154.57	6,160.58	16,642.17
(b) Current Tax Assets (Net)	10		218.71		192.40		154.99		118.26
(c) Other Current Assets	11		105.36		81.86		88.84		89.83
Total Current Assets			19,201.91		20,604.31		21,398.40		16,850.26
Total Assets			82,447.18		85,512.52		89,566.00		87,231.66
EQUITY AND LIABILITIES									
Equity									
(a) Share Capital	12	8,801.97		8,801.97		8,801.97		8,801.97	
(b) Other Equity	13	(21,291.23)	(12,489.26)	(21,026.90)	(12,224.93)	(18,830.57)	(10,028.60)	(18,174.52)	(9,372.55)
Equity attributable to controlling interest of RIIT INVIT GROUP			(12,489.26)		(12,224.93)		(10,028.60)		(9,372.55)
Non-controlling interest of RIIT INVIT GROUP			50.90		110.68		194.11		128.53
LIABILITIES									
Non-Current Liabilities									
(a) Financial Liabilities									
(i) Borrowings	14	67,585.62		66,134.05		53,686.95		54,402.28	
(ii) Trade Payables	15								
a) Dues of Micro Enterprises and Small enterprises		-		-		-		-	
b) Dues of Other than Micro Enterprises and Small enterprises		-		-		-		-	
(iii) Other Financial Liabilities	16	5,184.46	72,770.08	5,095.57	71,229.62	4,881.17	58,568.12	4,861.86	59,264.14
(b) Provisions	17		924.63		2,117.64		1,017.23		1,314.46
Total Non-Current Liabilities			73,694.71		73,347.26		59,585.35		60,578.60
Current Liabilities									
(a) Financial Liabilities									
(i) Borrowings	14	6,221.35		8,691.93		24,674.79		21,911.90	
(ii) Trade Payables	15								
a) Dues of Micro Enterprises and Small enterprises		0.15		0.15		0.22		0.64	
b) Dues of Other than Micro Enterprises and Small enterprises		6,666.22		7,144.20		6,579.97		6,517.21	
(iii) Other Financial Liabilities	16	6,553.66	19,440.38	8,153.67	23,989.95	6,805.45	38,060.43	6,236.30	34,666.05
(b) Provisions	17		1,684.61		218.29		1,303.60		787.13
(c) Current Tax Liabilities (Net)	10		-		-		377.94		377.94
(d) Other Current Liabilities	18		65.83		71.27		73.18		65.96
Total Current Liabilities			21,190.83		24,279.51		39,815.15		35,897.08
Total Liabilities			94,885.54		97,626.77		99,400.50		96,475.68
Total Equity and Liabilities			82,447.18		85,512.52		89,566.00		87,231.66

Note 1 to 49 forms part of the Combined Financial Statements.

In terms of our report attached of even date
For KKC & Associates LLP
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
ICAI Firm Registration No. : 105146W/W-100621

Hasmukh B. Dedhia
Partner
Membership No. : 033494

Place: Mumbai
Date : 19 March 2024

For and on behalf of Roadstar Investment Managers Limited
(Investment Manager of Roadstar Infra Investment Trust)

C S Rajan
Director
DIN - 00126063

Lubna Usman
Director
DIN - 08299976

Danny Samuel
(Chief Executive Officer)

Milind Gandhi
(Chief Financial Officer)

Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai
Date : 19 March 2024

Special Purpose Financial Statement
Roadstar Infra Investment Trust
COMBINED STATEMENT OF PROFIT AND LOSS

₹ in Millions

	Particulars	Note No.	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
	Income					
I.	Revenue from Operations	19	8,486.89	9,940.48	7,631.12	7,387.22
II.	Other Income	20	881.38	2,266.07	1,052.55	13,913.14
III.	Total Income (I+II)		9,368.27	12,206.55	8,683.67	21,300.36
IV.	Expenses					
	Construction costs and Cost of material consumed	21	1,120.10	641.78	-	-
	Operating Expenses	22	1,714.42	3,044.23	1,553.59	1,756.82
	Employee benefits expense	23	-	-	-	-
	Finance Costs	24	4,632.67	6,727.54	4,102.08	3,522.09
	Depreciation and Amortisation Expense	25	2,153.45	2,609.70	1,958.71	1,476.97
	Other Expenses	26	123.19	647.78	161.28	521.91
	Total Expenses		9,743.83	13,671.03	7,775.66	7,277.79
V	Profit / (Loss) Before Tax (III-IV)		(375.56)	(1,464.48)	908.01	14,022.57
VI	Share of Profit/ (Loss) of Joint Ventures (Net of Provision (Refer Note No.5))		-	-	-	-
VII	Profit / (Loss) Before Exceptional Items and Tax (V+VI)		(375.56)	(1,464.48)	908.01	14,022.57
VIII	Exceptional Items		-	-		
IX	Profit / (Loss) Before Tax (VII + VIII)		(375.56)	(1,464.48)	908.01	14,022.57
X	Less: Tax Expense	27				
	(1) Current Tax		-	0.00	-	-
	(2) Adjustment of Tax relating to earlier year		-	(369.67)	-	-
	(3) Deferred Tax		(51.44)	36.71	(87.86)	(477.27)
	Total Tax Expenses		(51.44)	(332.96)	(87.86)	(477.27)
XI	Profit / (Loss) After Tax (IX - X)		(324.12)	(1,131.52)	995.87	14,499.84
	Total comprehensive income for the year attributable to non controlling interests *		(59.79)	(83.42)	65.57	496.05
	Total comprehensive income for the year attributable to owners of SPV Group**		(264.33)	(1,048.10)	930.30	14,003.79
XII	Other Comprehensive Income					
	- Items that will not be reclassified to standalone statement of profit and loss		-	-		
	- Income tax relating to items that will not be reclassified to standalone statement of profit and loss		-	-		
			-	-	-	-
XIII	Total Comprehensive Income for the year :(XI + XII)		(324.12)	(1,131.52)	995.87	14,499.84
	Total comprehensive income for the year attributable to non controlling interests *		(59.79)	(83.42)	65.57	496.05
	Total comprehensive income for the year attributable to owners of SPV Group**		(264.33)	(1,048.10)	930.30	14,003.79
	Earnings per Unit (of ₹ 100/- each)					
	(1) Basic (In Rupees)	28	[•]	[•]	[•]	[•]
	(2) Diluted (In Rupees)	28	[•]	[•]	[•]	[•]

Note 1 to 49 forms part of the Combined Financial Statements.

* This represents the share of profits attributable to the shareholders of the SPVs who have not agreed to exchange their shares in the SPVs for Units of Trust and will not become the unitholders of InvIT Trust.

** This represents the share of profits attributable to the shareholders of the SPVs / who have agreed to exchange their shares in the SPVs for Units of InvIT Trust and are proposed to become the unitholders of InvIT Trust.

In terms of our report attached of even date
For KKC & Associates LLP
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
ICAI Firm Registration No. : 105146W/W-100621

Hasmukh B. Dedhia
Partner
Membership No. : 033494

Place: Mumbai
Date : 19 March 2024

For and on behalf of Roadstar Investment Managers Limited
(Investment Manager of Roadstar Infra Investment Trust)

C S Rajan
Director
DIN - 00126063

Lubna Usman
Director
DIN - 08299976

Danny Samuel
(Chief Executive Officer)

Milind Gandhi
(Chief Financial Officer)

Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai
Date : 19 March 2024

kkc & associates llp Chartered Accountants

Roadstar Infra Investment Trust

Special Purpose Financial Statement
Roadstar Infra Investment Trust
Combined Cashflow statements

₹ in Millions

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Profit / (Loss) for the year	-324.12	-1,131.52	995.87	14,499.84
Adjustments for:	-	-	-	-
Depreciation and Amortisation Expense	2,153.45	2,609.70	1,958.71	1,476.97
Net Gain/(Loss) arising on Financial Assets designated as at FVTPL	-31.47	-32.01	-51.36	-51.51
Finance Costs recognised in Profit or Loss	4,458.62	6,382.72	3,845.77	3,373.43
Interest Income recognised in Profit or Loss	-544.99	654.05	319.33	-142.14
Reversal of Provision for Impairment	-0.00	-	-292.79	-12,868.40
Write back of Debt Liabilitities	-			-
(Loss) / Gain on disposal of property, plant and equipment	-0.03	0.01	-	-
Provision for doubtful debts and receivables	1.19	108.03	-	-
Finance Cost on unwinding	-			
Operation and Maintenance Income	-79.35	-90.10	-73.57	-82.92
Provision no Longer Required	-	-	-	-
Liabilities written back	-8.17	-1,283.30	-18.32	-0.01
Finance Income	-294.64	-498.26	-581.61	-612.79
Overlay Income	-204.33	-200.66	-80.58	-229.88
Receipt of Annuities	685.71	1,785.36	1,651.76	9.61
(Gain) /Loss Modification on Financial Instrument	-227.07	275.13	-240.72	-85.79
Provision for Overlay (Net)	964.67	2,060.01	995.18	925.13
Expected credit losses on other financial assets (net)	-	-	-	-520.59
Provision of Deferred Taxes Asset/Liability	-51.44	36.71	-87.86	-477.27
Expenses towards damage & negative cahnge of scope	-	-	31.08	288.78
	-			
Operating profit before working capital changes and other adjustments	6,498.03	9,367.75	7,732.23	5,502.46
	-			-
Decrease in trade receivables (current and non current)	-13.38	-0.39	-1.90	-3.95
(Increase)/decrease in other financial assets & other assets (current and non current)	-124.71	-159.97	-183.10	-313.78
Increase/ (Decrease) in financial liabilities & other liabilities (current and non current)	-25.51	360.43	-555.70	-113.76
(Decrease) in trade and other payables	-9.24	10.20	-1.63	16.25
Cash flow from operating activities post working capital changes	6,325.19	9,578.02	6,989.90	5,087.22
Income tax paid (net)	-49.11	-429.63	-43.94	184.92
Net cash generated from operating activities	6,276.08	9,148.39	6,945.96	5,272.14
		-		-
Cash flows from investing activities		-		-
		-		-
Payments for property, plant and equipment, intangible assets	-1,124.03	-682.81	-61.07	19.81
Major Maintenance Cost	-729.58	-1,476.06	-117.08	-85.29
Receipt / (deposit) in Fixed Deposit	1,465.66	-2,527.32	-5,914.84	-2,355.32
Redemption of Mutual Fund (At Cost)	-	1,019.30	-	-
(Increase(/ decrease in receivable under service concession arrangements (net)	-	-	-	-
Interest received	471.70	501.28	206.76	100.60
Movement in other bank balances	235.00		-322.51	
Bank balance not consider as cash and cash equivalents	-	3,079.72	-1,434.27	-775.37
	-			
	-			
Net cash used in investing activities (B)	318.75	-85.89	-7,643.01	-3,095.57
Cash flows from financing activities				
Finance costs paid	-4,052.50	-4,053.46	-2,282.30	-2,281.52
Repayment of borrowings	-2,511.38	-3,995.72	-161.88	-60.09
Movement in Term loan Borrowing	-606.27	-	-	-610.00
Net cash generated in financing activities (C)	-7,170.15	-8,049.18	-2,444.18	-2,951.61
Net increase/ (decrease) in cash and cash equivalents (A+B+C)	-575.32	1,013.32	-3,141.23	-775.04
Cash and cash equivalents at the beginning of the year	1,956.67	943.35	4,084.58	4,859.62
Cash and cash equivalents at the end of the year	1,381.35	1,956.67	943.35	4,084.58
Components of Cash and Cash Equivalents				
Cash on hand	2.68	1.87	2.17	4.59
Balances with Banks in current accounts	573.91	1,455.05	300.75	3,730.49
Balances with Banks in deposit accounts	804.76	499.75	640.43	349.50
Cash and Cash Equivalents	1,381.35	1,956.67	943.35	4,084.58

Note 1 to 49 forms part of the Combined Financial Statements.

In terms of our report attached of even date
For KKC & Associates LLP
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
ICAI Firm Registration No. : 105146W/W-100621

Hasmukh B. Dedhia
Partner
Membership No. : 033494

Place: Mumbai
Date : 19 March 2024

For and on behalf of Roadstar Investment Managers Limited
(Investment Manager of Roadstar Infra Investment Trust)

C S Rajan
Director
DIN - 00126063

Lubna Usman
Director
DIN - 08299976

Danny Samuel
(Chief Executive Officer)

Milind Gandhi
(Chief Financial Officer)

Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai Date : 19 March 2024

Special Purpose Financial Statement
Roadstar Infra Investment Trust
Statement of Changes in Equity:

A Equity share capital (Attributable to the owners of RIIT INVIT GROUP)

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	No of Shares	₹ in Million	No of Shares	₹ in Million	No of Shares	₹ in Million	No of Shares	₹ in Million
a. Equity Capital								
At the beginning of the year	8,96,21,00,000	8,962.10	8,96,21,00,000	8,962.10	8,96,21,00,000	8,962.10	8,96,21,00,000	8,962.10
Issued During the year	-	-	-	-	-	-	-	-
Less: Capital Reduction During the year								
Less: Minority Interest	(1,60,13,100)	(160.13)	(1,60,13,100)	(160.13)	(1,60,13,100)	(160.13)	(1,60,13,100)	(160.13)
Balance as at end of the year	8,97,81,13,100	8,801.97	8,97,81,13,100	8,801.97	8,97,81,13,100	8,801.97	8,97,81,13,100	8,801.97

B Other equity: (Attributable to the owners of RIIT INVIT GROUP)

₹ in Millions

Statement of Changes in Equity for the year ended March 31, 2021

Particulars	Reserves and Surplus					Total	Attributable to non-controlling interest	Total
	Retained earnings	Debenture Redemption	Deemed Equity	Share Premium	Capital Reserves			
Balance as at April 1, 2020	(45,291.54)	601.00	3,055.77	48.00	8,880.80	(32,705.97)	527.65	(32,178.32)
Profit / (Loss) for the year	14,499.84	-	-	-	-	14,499.84	(496.05)	14,003.79
Transfer (to) / from Debenture Redemption Reserve	(354.18)	-	-	-	-	(354.18)		(354.18)
Transfer from / (to) balance in the Statement of Profit and Loss	-	354.18	-	-	-	354.18		354.18
Balance as at end 31st March 2021	(31,145.88)	955.18	3,055.77	48.00	8,880.80	(18,206.13)	31.60	(18,174.53)

Statement of Changes in Equity for the year ended March 31, 2022

Particulars	Reserves and Surplus					Total	Attributable to non-controlling interest	Total
	Retained earnings	Debenture Redemption	Deemed Equity	Share Premium	Capital Reserves			
Balance as at April 1, 2021	(31,145.88)	955.18	3,055.77	48.00	8,880.80	(18,206.13)	31.60	(18,174.53)
Profit / (Loss) for the year	995.87	(0.36)	-	-	-	995.51	(65.57)	929.94
Transfer (to) / from Debenture Redemption Reserve	0.36	-	-	-	-	0.36		0.36
Any other change			(1,586.35)	-	-	(1,586.35)	-	(1,586.35)
Transfer from / (to) balance in the Statement of Profit and Loss	-	-	-	-	-	-		-
Balance as at end 31st March 2022	(30,149.65)	954.82	1,469.42	48.00	8,880.80	(18,796.61)	(33.97)	(18,830.58)

Statement of Changes in Equity for the year ended March 31, 2023

Particulars	Reserves and Surplus					Total	Attributable to non-controlling interest	Total
	Retained earnings	Debenture Redemption	Deemed Equity	Share Premium	Capital Reserves			
Balance as at April 1, 2022	(30,149.65)	954.83	1,469.42	48.00	8,880.80	(18,796.61)	(33.97)	(18,830.58)
Adjustments on Account of Acquisition of Subsidiary Companies	-	-	-	-	-	-		-
Profit / (Loss) for the year	(1,131.52)	-	(1,148.23)	-	-	(2,279.75)	83.42	(2,196.33)
Distribution	-	-	-	-	-	-		-
Transfer (to) / from Debenture Redemption Reserve	307.13	-	-	-	-	307.13		307.13
Transfer (to) / from deemed equity	178.79		-	-	-	178.79		178.79
Transfer from / (to) balance in the Statement of Profit and Loss	-	(307.13)	(178.79)	-	-	(485.92)		(485.92)
Balance as at end 31st March 2023	(30,795.25)	647.70	142.40	48.00	8,880.80	(21,076.36)	49.45	(21,026.91)

Statement of Changes in Equity for the period ended December 31, 2023

Particulars	Reserves and Surplus					Total	Attributable to non-controlling interest	Total
	Retained earnings	Debenture Redemption Reserve	Deemed Equity	Share Premium	Capital Reserves			
Balance as at April 1, 2023	(30,795.25)	647.70	142.40	48.00	8,880.80	(21,076.35)	49.45	(21,026.91)
Profit / (Loss) for the year	(324.13)	-	-	-	-	(324.13)	59.79	(264.33)
Transfer (to) / from Debenture Redemption Reserve	-	-	-	-	-	-		-
Transfer (to) / from deemed equity	-	-	-	-	-	-		-
Transfer from / (to) balance in the Statement of Profit and Loss	-	-	-	-	-	-		-
Balance as at end 31st December 2023	(31,119.38)	647.70	142.40	48.00	8,880.80	(21,400.48)	109.24	(21,291.24)

Note 1 to 49 forms part of the Combined Financial Statements

In terms of our report attached of even date
For **KKC & Associates LLP**
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
ICAI Firm Registration No. : 105146W/W-100621

Hasmukh B. Dedhia
Partner
Membership No. : 033494

Place: Mumbai
Date : 19 March 2024

For and on behalf of Roadstar Investment Managers Limited
(Investment Manager of Roadstar Infra Investment Trust)

C S Rajan
Director
DIN - 00126063

Lubna Usman
Director
DIN - 08299976

Danny Samuel
(Chief Executive Officer)

Milind Gandhi
(Chief Financial Officer)

Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai
Date : 19 March 2024

Roadstar Infra Investment Trust
Summary of significant accounting policies and other explanatory information

1: General Information & Significant Accounting Policies

1.1 General information

Nature of Operations

The special purpose combined financial statements comprise financial statements of Moradabad Bareilly Expressway Limited ("MBEL"), Sikar Bikaner Highways Limited ("SBHL"), Hazaribagh Ranchi Expressway Limited ("HREL"),Thiruvananthapuram Road Development Company Limited ("TRDCL"), Pune Sholapur Road Development Company ("PSRDCL") and Barwa Adda Expressway Limited ("BAEL) (individually referred to as "SPV" and together referred to as "SPV Group") (hereinafter referred as Combined Financial Statements). The SPVs are companies domiciled in India and having their registered office at The IL&FS Financial Centre, Plot C-22, G- Block, Bandra Kurla Complex Bandra (E), Mumbai- 400051

MBEL, HREL, PSRDCL and BAEL are special purpose vehicles which have entered into Concession agreement with National Highways Authority of India (NHAI), SBHL a special purpose vehicle has entered into Concession agreement with Ministry of Road Transport and Highway (MoRTH), TRDCL a special purpose vehicle has entered into Concession agreement with Kerla Road Fund Board ("KRFB") to design, build, finance, operate and transfer (DBFOT) or build, operate and transfer (BOT) highways / roads in various locations.

The Roadstar Infra Investment Trust (the "Trust") is an Infrastructure Investment Trust registered under the Securities Exchange Board of India (Infrastructure Investment Trust) Regulations, 2014 on December 22, 2020 having registration number IN/InvIT/20-21/0015. The Trust is settled by the Sponsor, Roadstar Infra Private Limited ("RIPL" or the "Sponsor"). Axis Trustee Services Limited is the Trustee to the Trust (the "Trustee") and Investment Manager for the Trust is Roadstar Investment Managers Limited (the "Investment Manager").

As required by the Guidance Note on Combined and Carve-Out Financial Statements issued by the Institute of Chartered Accountants of India, the details of various entities comprised in the Combined Financial Statements is as given below:

Name of SPV	Residual Concession Life*	Shareholding by Trust*	Proposed Shareholding by Trust	Nature of Proposed Investment	Status	Principal Activities	Date of incorporation	Date of Commercial operation
MBEL	12.2 Years	85.50%	100.00%	Subsidiary	Operating	Construction and operation of road including toll collection	11-01-2010	06-01-2015
SBHL	18.2 Years	100.00%	100.00%	Subsidiary	Operating	Construction and operation of	13-04-2012	10-10-2015

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Name of SPV	Residual Concession Life*	Shareholding by Trust*	Proposed Shareholding by Trust	Nature of Proposed Investment	Status	Principal Activities	Date of incorporation	Date of Commercial operation
						road including toll collection		
HREL	4.6 Years	99.99%	99.99%	Subsidiary	Operating	Construction and operation of road including right to receive annuity	19-03-2009	15-12-2012
TRDCL	7.4 Years	50.00%	50.00%	Joint Venture	Operating	Construction and operation of road including right to receive annuity	01-03-2004	Ph 1 – 04-07-2007 Ph 2 – 22-02-2012 Ph 3 – 20-02-2015 Ph 4 – 30-05-2016
PSRDCL	11.8 Years	90.91%	90.91%	Subsidiary	Operating	Construction and operation of road including toll collection	21-08-2009	23-08-2013
BAEL	14.5 Years	-	100.00%	Subsidiary	Operating	Construction and operation of road including toll collection	23-04-2013	13-10-2017

* as on 31st December 2023

The financial statements were authorised for issue in accordance with resolution passed by the board of directors of the Investment manager on 19th March 2024.

1.2. Significant accounting policies

1.2.1 Overall consideration

The combined financial statements have been prepared using the significant accounting policies and measurement bases summarised below. These were used throughout all periods presented in the financial statement.

1.2.2 Basis of preparation and presentation

1.2.2.1 Basis of preparation/Combination

The Combined Financial Statements of the SPV Group comprise the Combined Balance Sheet as at 31 December 2023, 31 March 2023, 31 March 2022 and 31 March 2021 and the Combined Statement of Profit and Loss, Combined Cash Flow Statement, Combined Statement of Changes in Equity and a Summary of Significant Accounting Policies and Other Explanatory Information for the nine-months period ended 31 December 2023 and for the years ended 31 March 2023, 31 March 2022 and 31 March 2021

The combined financial statements of the SPV Group have been prepared in accordance with the Indian Accounting Standards and/or any addendum thereto as defined in the Rule 2(1)(a) of the Companies (Indian Accounting Standard) Rule, 2015, as amended (Ind AS) and SEBI (Infrastructure Investment Trusts) Regulations, 2014, as amended and the circulars issued thereunder ("InvIT Regulations"). The SPV Group has uniformly applied the accounting policies during the periods presented.

The Combined Financial Statements are special purpose financial statements and have been prepared by the Investment Manager to meet the requirements of InvIT Regulations and for inclusion in the placement memorandum prepared by the Investment Manager in connection with the proposed private placement of units of Trust. As a result, the Combined Financial Statements may not be suitable for another purpose. As permitted by para 41 of the Guidance Note, comparative figures for the nine-months period ended 31 December 2023 have not been given. Further, the Combined Financial Statements are not prepared in accordance with the requirements of Schedule III notified under the Companies Act, 2013

As required by the InvIT regulations, the Combined Financial Statements are prepared, based on an assumption that all SPV's were part of Trust for such period when Trust was not in existence. However, the Combined Financial Statements may not be representative of the position which may prevail after the SPV Group is transferred to Trust

The Combined financial statements are presented in India Rupees which is also the functional currency of the SPV Group and all values are rounded to the nearest millions, unless otherwise indicated. Certain amounts that are required to be disclosed and do not appear due to rounding-off or construes value less than Rupees five thousand, are expressed as 0.00 (Zero)

These Combined Financial Statements have been prepared on going concern basis in accordance with accounting principles generally accepted in India. Further, the financial statements have been prepared on historical cost basis except for certain financial assets and financial liabilities, which are measured at fair values as explained in relevant accounting policies.





Combined financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. If a member of the SPV Group uses accounting policies other than those adopted in the combined financial statements for like transactions and events in similar circumstances, appropriate adjustments are made to that SPV Group member's financial statements in preparing the combined financial statements to ensure conformity with the SPV Group's accounting policies.

The financial statements of all entities used for the purpose of combination are drawn up to same reporting date as that of the SPV Group, i.e., year ended on March 31 and stub period December 31, 2023

Basis of Combination:

(a) Combine like items of assets, liabilities, equity, income, expenses and cash flows of the SPV, and

(b) The Special purpose Combined Financial Statements of all the SPVs have been combined by combining/adding like items of assets, liabilities, equity, income, expenses.

(c) The Special purpose Combined Financial Statements of all the SPVs have been combined based on the assumption that all the SPVs are part of a single group for the entire period presented pursuant to the InvIT Regulations.

(d) The tax expenses are combined for all the expenses actually incurred by the combining businesses in accordance with the Guidance Note on Combined and Carve-Out Financial Statements.

(e) Share capital has been presented by adding the individual capitals of each of the SPVS. For the proportionate share of the Capital attributable to the Non-controlling interest. management has disclosed this amount separately from the combined capital.

(f) Other equity has been presented by adding the individual other equity's of each of the SPVs. For the proportionate share of the other equity attributable to the Non-controlling interest, management has disclosed this amount separately from the combined other equity

(g) Interests in following joint venture are accounted for using the equity method, after initially being recognised at the net book value of the entity as at April 1, 2020

Name of SPV	Description of asset	Current shareholding
TRDCL	Set up to develop, widen, strengthen, operate, construct and maintain the Thiruvanathapuram City Roads Improvement Project (TCRIP) under the Annuity Concession Agreement	1) IL&FS Transportation Networks Limited – 50% (upto 18th December 2022) The Trust (from 19th December 2022) 2) Punj Lloyd Limited – 50%

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1.2.2.2. Summary of Significant Accounting Policies

a) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period end. The principal accounting estimates used have been described under the relevant income/expense and/or asset/liability item in these financial statements. Although these estimates are based upon management's best knowledge of current events and actions, actual results could differ from these estimates.

SPV Group determines future estimated revenue, future estimated traffic count, discounting rate etc at each balance sheet which is used to arrive at Amortization & Impairment of Intangible Assets, Deferred Tax Calculation, provision for overlay etc. During the Current financial year management has obtained a traffic study report which is prepared by an independent consultant to estimate future traffic revenue/traffic count.

Further, the Group has applied the principles of prudence and substance over form for recognition and measurement of its assets and liabilities.

In the process of applying the Group's accounting policies, management has made the following judgements, which have a risk of causing a material adjustment to the carrying amounts of assets and liabilities within the current financial year in case of following:

I. Useful life of Property, Plant & Equipment;

II. Amortization of Intangible assets;

III. Provision for Overlay;

IV. Deferred Tax;

V. Impairment testing of Intangible Asset – based on independent assessment;

i) Key estimations in relation to Provision for Overlay

Provision for Overlay is estimated based on Traffic Study report obtained from an independent consultant taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, anticipated technological changes. All these evaluations and

assessments involve judgements on part of the management in estimating future revenue, future estimated traffic count, discounting factor, requirement for incurring overlay expense, etc.





ii) Key estimations in relation to deferred tax assets Group

SPV Group estimates whether the SPV Group will earn sufficient taxable profit in future periods. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which the temporary differences become deductible. The amount of the deferred tax assets considered realizable could be reduced in the near term, if estimates of future taxable income during the carry forward period are reduced

iii) Key estimations in relation to Useful lives of Property, plant and equipment & Intangible assets, Amortization of Intangible assets and Impairment assessment of Intangible asset

Useful lives of Property, plant and equipment & Intangible Assets (other than the life prescribed under Schedule II of the Companies Act, 2013) are estimated based on Traffic Study report obtained from an independent consultant taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, anticipated technological changes. Impairment assessment in respect of Intangible Asset has been carried based on NPV of future operating cash flow which is again based on certain estimates used by the Independent Valuer. All these evaluations and assessments involve judgements on part of the management in estimating future revenue, future estimated traffic count, future cash flows, discounting factor, etc.

iv) Contractual obligation to restore the infrastructure to a specified level of serviceability

The SPV Group has contractual obligations to maintain the infrastructure to a specified level of serviceability or restore the infrastructure to a specified condition during the concession period and/or at the time of hand over to the grantor of the SCA. Such obligations are measured at the best estimate of the expenditure that would be required to settle the obligation at the balance sheet date. In case of concession arrangements under intangible asset model, the timing and amount of such cost are estimated and recognised on a discounted basis by charging costs to revenue on the units of usage method i.e. on the number of vehicles expected to use the project facility, over the period at the end of which the overlay is estimated to be carried out based on technical evaluation by independent experts.

b) Current Versus Non-Current Classification

The SPV Group presents assets and liabilities in the balance sheet based on current / non-current classification. An asset is treated as current when it is:
- Expected to be realised or intended to be sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.





A liability is current when:
- It is expected to be settled in normal operating cycle
- It is held primarily for the purpose of trading
- It is due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

All other liabilities are classified as non-current.

Deferred tax assets and liabilities are classified as noncurrent assets and liabilities. The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The SPV Group has identified twelve months as its operating cycle.

c) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the SPV Group and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties collected on behalf of the government. The specific recognition criteria described below must also be met before revenue is recognised.

Accounting for rights under service concession arrangements and revenue recognition

c.1 Recognition and measurement

The SPV Group's SPV builds, operates and maintains infrastructure assets under public-to-private Service Concession Arrangements (SCAs), which is an arrangement between the "grantor" (a public sector entity/authority) and the "operator" (a private sector entity) to provide services that give the public access to major economic and social facilities utilizing private-sector funds and expertise. The infrastructures accounted for by the SPV Group's SPV as concessions are mainly related to the activities concerning roads, tunnels, and other infrastructure facilities.

Concession contracts are public-private agreements for periods specified in the SCAs including the construction, upgradation, restoration of infrastructure and future services associated with the operation and maintenance of assets in the concession period. Revenue recognition, as well as, the main characteristics of these contracts.

With respect to service concession arrangements, revenue and costs are allocated between those relating to construction services and those relating to operation & maintenance services, and are accounted for separately. Consideration received or receivable is allocated by reference to the relative fair value of services delivered when the amounts are separately identifiable. The





infrastructure used in a concession are classified as an intangible asset or a financial asset, depending on the nature of the payment entitlements established in the concession agreement.

When the demand risk to the extent that the SPV Group's SPV has a right to charge the user of infrastructure facility, the SPV Group's SPV recognizes revenues from construction services for public facilities (infrastructures) by the percentage-of-completion method, and recognizes the consideration for construction services at its fair value, as an intangible asset. The SPV Group's SPV accounts for such intangible asset (along with the present value of committed payments towards concession arrangement to the grantor at the appointed date e.g Negative Grant, premium etc) in accordance with the provisions of Ind AS 38 and is amortized based on projected traffic count or revenue, as detailed in Note 3.1.iv, taking into account the estimated period of commercial operation of infrastructure which generally coincides with the concession period. Intangible asset is capitalized when the project is complete in all respects and when the SPV Group's SPV receives the final completion certification from the grantor as specified in the Concession Agreement and not on completion of component basis as the intended purpose and economics of the project is to have the complete length of the infrastructure available for use. The component-based certification which is received is an intermediate mechanism provided in the Concession Agreement to provide a right to collect eligible toll to compensate the SPV Group's SPV for cost recovery during construction period and for any delays beyond the control of the SPV Group's SPV. However, where there is other than temporary delay due to reasons beyond the control of the SPV Group's SPV the management may treat constructed portion of the infrastructure as a completed project. Eligible toll revenue collected on receipt of the component based certification is reduced from the cost of construction, as the construction work on remaining portion is still in progress and the entire asset is not ready for its intended purpose.

When the amount of the arrangement consideration for the provision of public services is substantially fixed by a contract, the SPV Group recognizes revenues from construction services for public facilities (infrastructures) by the percentage-of-completion method, and recognizes the consideration as a financial asset and the same is classified as "Receivables against Service Concession Arrangements". The SPV Group accounts for such financial assets at amortized cost, calculates interest income based on the effective interest method and recognizes it in revenue as Finance Income.

Contractual obligation to restore the infrastructure to a specified level of serviceability

The SPV Group's SPV has contractual obligations to maintain the infrastructure to a specified level of serviceability or restore the infrastructure to a specified condition during the concession period and/or at the time of hand over to the grantor of the SCA. Such obligations are measured at the best estimate of the expenditure that would be required to settle the obligation at the balance sheet date. In case of concession arrangements under intangible asset model, the timing and amount of such cost are estimated and recognised on a discounted basis by charging costs to revenue on the units of usage method i.e. on the number of vehicles expected to use the project facility, over the period at the end of which the overlay is estimated to be carried out based on technical evaluation by independent experts.

Revenue recognition

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Once the infrastructure is in operation, the treatment of income is as follows:

Revenue for concession arrangements under intangible asset model is recognized in the period of collection of toll which generally coincides with the usage of public service or where from such rights have been auctioned, in the period to which auctioned amount relates.

i. **Revenue from construction contracts**

The SPV Group's SPV recognizes and measures revenue, costs and margin for providing construction services during the period of construction of the infrastructure in accordance with Ind AS 115 'Revenue from Contracts with Customers'.

When the outcome of a construction contract can be estimated reliably and it is probable that it will be profitable, contract revenue and contract costs associated with the construction contract are recognized as revenue and expenses respectively by reference to the percentage of completion of the contract activity at the reporting date. The percentage of completion of a contract is determined considering the proportion that contract costs incurred for work performed upto the reporting date bear to the estimated total contract costs.

For the purposes of recognizing revenue, contract revenue comprises the initial amount of revenue agreed in the contract, the variations in contract work, claims and incentive payments to the extent that it is probable that they will result in revenue and they are capable of being reliably measured.

The percentage of completion method is applied on a cumulative basis in each accounting period to the current estimates of contract revenue and contract costs. The effect of a change in the estimate of contract revenue or contract costs, or the effect of a change in the estimate of the outcome of a contract, is accounted for as a change in accounting estimate and the effect of which are recognised in the Statement of Profit and Loss in the period in which the change is made and in subsequent periods.

When the outcome of a construction contract cannot be estimated reliably, revenue is recognised only to the extent of contract costs incurred of which recovery is probable and the related contract costs are recognised as an expense in the period in which they are incurred.

ii. **Borrowing cost related to SCAs**

In case of concession arrangement under intangible asset model, borrowing costs attributable to the construction of infrastructure assets are capitalized up to the date of the final completion certificate of the asset / facility received from the authority for its intended use specified in the Concession Agreement. All borrowing costs subsequent to the capitalization of the intangible assets are charged to the Statement of Profit and Loss in the period in which such costs are incurred.





iii. Amortization of intangible asset under SCA

The intangible rights relating to infrastructure assets, which are recognised in the form of right to charge users of the infrastructure asset are amortized by taking proportionate of actual traffic count for the period over total projected traffic count from project to cost of intangible assets; i.e. proportionate of actual traffic for the period over total projected traffic count from the intangible assets expected to be earned over the balance concession period as estimated by the management. However, with respect to toll road assets constructed and in operation as at March 31, 2016, the amortization of such intangible rights are based on actual revenue earned compared to total projected revenue from the project over the balance concession period to cost intangible assets, instead of traffic count.

Total projected revenue / traffic count is reviewed at the end of each financial year and is adjusted to reflect any changes in the estimates which lead to the actual collection at the end of the concession period.

iv. Claims

Claims raised with the concession granting authority towards reimbursement for costs incurred due to delay in handing over of unencumbered land to the SPV Group's SPV for construction or other delays attributable solely to the concession granting authority are recognised when there are is a reasonable certainty that there will be inflow of economic benefits to the SPV Group's SPV. The claims when recognised as such are reduced from the carrying amount of the intangible asset under the service concession arrangement, to the extent the claims relate to costs earlier included as a part of the carrying amount of these assets. Further, these claims are credited to profit or loss to the extent they relate to costs earlier debited to profit or loss. The claims are presented separately as a financial asset

v. Accounting of receivable and payable from / to the grantor (Grants)

a) Receivable towards the concession arrangement from the grantor
When the arrangement has a contractual right to receive cash or other financial asset from the grantor specifically towards the concession arrangement (in the form of grants) during the construction period or otherwise, such a right, to the extent eligible, is recorded as financial asset in accordance with Ind AS 109 *"Financial Instruments,"* at amortized cost.

For Intangible assets where the [the SPV Group / the Group's SPV has availed the exemption under D7AA of Ind AS 101, the Financial asset has to be recognized only for all such receivables post April 01, 2015





c.2 Interest Income :

Revenue is recognised on a time proportion basis taking into account the amount outstanding and the rates applicable. For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR).

c.3 Dividends :

Revenue is recognised when the SPV Group's right to receive the payment is established, which is generally when shareholders approve the dividend.

d) Taxes

Current Income Tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the countries where the SPV Group operates and generates taxable income.

Current income tax relating to items recognised outside the Statement of Profit and Loss is recognised outside the Statement of Profit and Loss (either in other comprehensive income or in equity). Current tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments In subsidiaries, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse In the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it





is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction affects neither the accounting profit nor taxable profit or loss.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are reassessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date. Deferred tax relating to items recognised outside statement of profit and loss is recognised outside statement of profit and loss (either in other comprehensive income or in equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity. Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Goods and Service Tax Paid on Acquisition of Assets or on Incurring Expenses

Expenses and assets are recognised net of the amount of goods and service tax paid, except:

- When the tax incurred on a purchase of assets or services is not recoverable from the tax authority, in which case, the tax paid is recognised as part of the cost of acquisition of the asset or as part of the expense item, as applicable.
- When receivables and payables are stated with the amount of tax included. The net amount of tax recoverable from, or payable to, the tax authority is included as part of receivables or payables in the balance sheet.

e) Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalised as part of the cost of the asset. All other borrowing costs are expensed in the period in which they occur. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of SPV Group's. Borrowing cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs.

f) Provisions

Provisions are recognised when the SPV Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will

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be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the SPV Group expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

g) Contingent Liabilities and Contingent Assets

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the SPV Group or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably. The SPV Group does not recognise a contingent liability but discloses its existence in the financial statements. A contingent assets is not recognised unless it becomes virtually certain that an inflow of economic benefits will arise. When an inflow of economic benefits is probable, contingent assets are disclosed in the financial statements. Contingent liabilities and contingent assets are reviewed at each balance sheet date.

h) Financial Instrument

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial Assets Initial Recognition and Measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through Statement of Profit and Loss, directly attributable transaction cost to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the SPV Group commits to purchase or sell the asset.

Subsequent Measurement

For purposes of subsequent measurement, financial assets are classified in following categories;

- at amortised cost
- at fair value through profit or loss (FVTPL)
- at fair value through other comprehensive income (FVTOCI)

Financial Assets at Amortised Cost

A financial asset is measured at the amortised cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual

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cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

This category is the most relevant to the SPV Group. All the Loans and other receivables under financial assets (except Investments) are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The losses arising from impairment are recognised in the Statement of Profit and Loss.

Financial Assets at Fair Value through Statement of Profit and Loss / Other Comprehensive Income

All investments in scope of Ind AS 109 are measured at fair value. The SPV Group investment in Debt oriented mutual Fund which are held for trading, are classified as at FVTPL. The SPV Group makes such election on an instrument by instrument basis. The classification is made on initial recognition and is irrevocable. The gain / loss on sale of investments are recognised in the Statement of Profit and Loss.

Instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition
A financial asset (or, where applicable, a part of a financial asset or part of a the SPV Group of similar financial assets) is primarily derecognised (i.e. removed from the SPV Group's balance sheet) when:

The rights to receive cash flows from the asset have expired, or

The SPV Group has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the SPV Group has transferred substantially all the risks and rewards of the asset, or (b) the SPV Group has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the SPV Group has transferred its rights to receive cash flows from an asset or enters into a pass-through arrangement, it evaluates if and to what extent it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the SPV Group continues to recognise the transferred asset to the extent of the SPV Group's continuing involvement. In that case, the SPV Group also recognises an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the SPV Group has retained.

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i) Property, plant and equipment

Property, plant and equipment acquired by the SPV Group are reported at acquisition cost, with deductions for accumulated depreciation and impairment losses, if any.

The acquisition cost includes the purchase price (excluding refundable taxes) and expenses, such as delivery and handling costs, installation, legal services and consultancy services, directly attributable to bringing the asset to the site and in working condition for its intended use.

Where the construction or development of any asset requiring a substantial period of time to set up for its intended use is funded by borrowings, the corresponding borrowing costs are capitalised up to the date when the asset is ready for its intended use.

All assets are depreciated on a Straight Line Method (SLM) of Depreciation, over the useful life of assets as prescribed under Schedule II of the Companies Act, 2013 other than assets specified in para below

Following assets are depreciated over a useful life other than the life prescribed under Schedule II of the Companies Act, 2013 based on internal technical evaluation, taking into account the nature of the asset, the estimated usage of the asset, the operating conditions of the asset, past history of replacement, anticipated technological changes etc.:

Asset	Useful life based on SLM
Data Processing Equipment (Server & Networking)	4
Mobile Phones and I pad / Tablets	Fully depreciated in the year of purchase
Specialised office equipment's	3
Vehicles	5
Assets provided to employees	3

The estimated useful lives, residual values and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets. However, when there is no reasonable certainty that ownership will be obtained by the end of the lease term, assets are depreciated over the shorter of the lease term and their useful lives.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the

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difference between the sales proceeds and the carrying of the asset and is recognised in profit or loss.

Intangible assets (other than those covered by SCAs)

Intangible assets, other than those covered by SCAs, comprise of software and amounts paid for acquisition of commercial rights under an "Operation and Maintenance" agreement for a toll road project and are depreciated as follow:

Asset Type	Useful Life
Licensed Software	Over the licence period
Intellectual Property Rights	5 - 7 years
Commercial Rights acquired under Operations and Maintenance Agreement	The minimum balance period of the concession agreement relating to the corresponding toll road project

Intangible assets are reported at acquisition cost with deductions for accumulated amortisation and impairment losses, if any.

Acquired intangible assets are reported separately from goodwill if they fulfil the criteria for qualifying as an asset, implying they can be separated or they are based on contractual or other legal rights and that their market value can be established in a reliable manner.
An impairment test of such intangible assets is conducted annually or more often if there is an indication of a decrease in value. The impairment loss, if any, is reported in the Statement of Profit and Loss.

Intangible assets, other than those covered by SCAs, are amortised on a "straight line" basis over their estimated useful lives. The estimated useful life of software is four years. The amount paid for acquisition of the rights under the "Operations and Maintenance" agreement is amortised over the minimum balance period (as at the time of acquisition) of the concession agreement relating to the corresponding toll road project.

j) Impairment of tangible and intangible assets

At the end of each reporting period, the SPV Group reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest Group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

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In assessing value in use, the estimated future cash flows are discounted to their present value using appropriate discount rate.

Intangible assets with indefinite useful lives and intangible assets not yet available for use are tested for impairment annually, or whenever there is an indication that the asset may be impaired.

Recoverable amount is the higher of fair value less costs of disposal and value in use.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in profit or loss.
A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the statement of profit or loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as a revaluation increase.

Impairment of Financial Assets

Expected credit losses are recognized for all financial assets subsequent to initial recognition other than financial assets in FVTPL category. For financial assets other than trade receivables, as per Ind AS 109, the Group recognizes 12 month expected credit losses for all originated or acquired financial assets if at the reporting date the credit risk of the financial asset has not increased significantly since its initial recognition. The expected credit losses are measured as lifetime expected credit losses if the credit risk on financial assets increases significantly since its initial recognition. The impairment losses and reversals are recognized in Statement of Profit and Loss.

Impairment of Non-financial Assets

The Group assesses, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset unless the asset does not generate cash inflows that are largely independent of those from other assets or Group's assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.





Financial Liabilities

Initial recognition and measurement
Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, or payables, as appropriate.

All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The Group's financial liabilities include trade and other payables, loans and borrowings including bank overdrafts, financial guarantee contracts and derivative financial instruments.

Subsequent Measurement
The measurement of financial liabilities depends on their classification, as described below:

Financial liabilities at fair value through Profit or Loss
Financial liabilities at fair value through profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss. Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term. This category also includes derivative financial instruments entered into by the Group that are not designated as hedging instruments in hedge relationships as defined by Ind AS 109.

Gains or Losses on Liabilities held for Trading are Recognised in the Statement of Profit and Loss.

Loans and Borrowings
After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are de-recognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit and loss.

De-recognition
A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit and loss.

Offsetting of Financial Instruments
Financial assets and financial liabilities are offset and the net amount is reported in the standalone balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

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k) Investment in Subsidiaries

Investments (equity instruments as well as subordinate debt) in subsidiaries are carried at cost less accumulated impairment losses, if any. Where an indication of impairment exists, the carrying amount of the investment is assessed and written down immediately to its recoverable amount. On disposal of investments in subsidiaries, the difference between net disposal proceeds and carrying amounts are recognised in the Statement of Profit and Loss.

l) Foreign Currencies

The Group's financial statements are presented in INR, which is also the Group's functional currency. The Group does not have any foreign operation and has assessed the functional currency to be INR.

Transactions and Balances Transactions in foreign currencies are initially recorded by the Group at their respective functional currency spot rates at the date the transaction first qualifies for recognition. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Differences arising on settlement or translation of monetary items are recognised in the statement of profit or loss.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions.

m) Fair value Measurement

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible by the Group. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.





All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

The Group's Management determines the policies and procedures for both recurring fair value measurement, such as derivative instruments and unquoted financial assets measured at fair value, and for non-recurring measurement, such as assets held for distribution in discontinued operations.

At each reporting date, the Management analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the Group's accounting policies. For this analysis, the Management verifies the major inputs applied in the latest valuation by agreeing the information in the valuation computation to contracts and other relevant documents.

The management also compares the change in the fair value of each asset and liability with relevant external sources to determine whether the change is reasonable.

On an annual basis, the Management of Investment Manager presents the valuation results to the Audit Committee and the Group's independent auditors. This includes a discussion of the major assumptions used in the valuations.

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

This note summarises accounting policy for fair value. Other fair value related disclosures are given in the relevant notes.

- Financial instruments (including those carried at amortised cost) (note 31)
- Quantitative disclosure of fair value measurement hierarchy (note 31)

n) Contributed Equity

Units are classified as equity. Incremental costs attributable to the issue of units are directly recorded in equity, net of tax.





o) Distribution to Unit Holders

The Group recognises a liability to make cash distributions to unit holders when the distribution is authorised and a legal obligation has been created. As per the InvIT Regulations, a distribution is authorised when it is approved by the Board of Directors of the Investment Manager. A corresponding amount is recognised directly in equity.

p) Cash and Cash Equivalents

Cash and cash equivalents in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Group's cash management.

q) Earnings Per Unit (EPU)

Basic earnings per unit are calculated by dividing the net profit for the year attributable to unit holders by the weighted average number of units outstanding during the year.

For the purpose of calculating diluted earnings per unit, the weighted average number of units outstanding during the year are adjusted for the effects of all dilutive potential units.

Key source of information

The preparation of financial statements in conformity with Ind AS requires the Group makes estimates and assumptions that affect the reported amounts of income and expenses of the period, the reported balances of assets and liabilities and the disclosures relating to contingent liabilities as of the date of the financial statements. The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates include allowance for doubtful loans /other receivables, fair value measurement etc. Difference, if any, between the actual results and estimates is recognised in the period in which the results are known.

r) Non-Controlling Interest

Non-Controlling Interest represent the share of reserve and capital attributable to the shareholders of the SPVs who have not agreed to exchange their share in the SPVs for Units of Trust and will not become unitholders. Below is the list of shareholders of the SPVs for whom Non-controlling interest has been recognised. Non-controlling interests in the results and equity of subsidiaries are shown separately in the Special purpose Combined Statement of Profit and Loss, Combined Statement of Change in Equity and Combined Balance Sheet separately

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Name of SPV	Shareholder	% Holding in SPV (as on reporting date)
HREL	Punj Lloyd Limited	0.01%
TRDCL	Punj Lloyd Limited	50.00%
PSRDCL	East Nippon Expressway Company (NEXCO)	9.09%

Ind AS-110 requires entities to attribute the profit or loss and each component of other comprehensive income to the owner of SPV Group and to the non-controllig interest. This requirement needs to be followed even if this results in the non-controlling interest having a deficit balance. Non-controlling interest balance is stated at cost. Ind AS 101 requires the above requirement to be followed prospectively from the date of transition.





2. Property, Plant and Equipment

₹ in Millions

Particulars	Cost				Accumulated Depreciation				Carrying Amount	
	Balance at April 1, 2020	Additions	Deductions	Balance at March 31, 2021	Balance at April 1, 2020	Depreciation expense	Deductions	Balance at March 31, 2021	As at March 31, 2021	As at March 31, 2020
Property Plant and Equipment :										
Land	-			-	-			-	-	-
Building and structures	-			-	-			-	-	-
Vehicles	11.03	-	-	11.03	10.61	0.42	-	11.03	0.00	0.42
Data processing equipments	3.21	-	-	3.21	2.48	0.32	-	2.80	0.41	0.72
Office premises	-	-	-	-	-	-	-	-	-	-
Office equipments	0.50	-	-	0.50	0.50	-	-	0.50	0.00	0.00
Leasehold improvements	-	-	-	-	-	-	-	-	-	-
Furniture and fixtures	0.02	-	-	0.02	0.02	-	-	0.02	0.00	0.00
Electrical installations	-	-	-	-	-	-		-	-	-
Plant and machinery	4.63	-	-	4.63	2.51	0.33		2.83	1.80	2.12
	-			-	-					
Total	19.39	-	-	19.39	16.12	1.07	-	17.18	2.21	3.26

Particulars	Cost				Accumulated Depreciation				Carrying Amount	
	Balance at April 1, 2021	Additions	Deductions	Balance at March 31, 2022	Balance at April 1, 2021	Depreciation expense	Deductions	Balance at March 31, 2022	As at March 31, 2022	As at March 31, 2021
Property Plant and Equipment :										
Land	-			-	-			-	-	-
Building and structures	-			-	-			-	-	-
Vehicles	11.03	-	-	11.03	11.03	-	-	11.03	0.00	0.00
Data processing equipments	3.21	-	-	3.21	2.80	0.32	-	3.12	0.09	0.41
Office premises	-	-	-	-	-	-	-	-	-	-
Office equipments	0.50	-	-	0.50	0.50	-	-	0.50	0.00	0.00
Leasehold improvements	-	-	-	-	-	-	-	-	-	-
Furniture and fixtures	0.02	-	-	0.02	0.02	-	-	0.02	0.00	0.00
Electrical installations	-	-	-	-	-	-		-	-	-
Plant and machinery	4.63	23.81	-	28.45	2.83	0.22		3.05	25.39	1.80
Total	19.39	23.81	-	43.21	17.18	0.54	-	17.72	25.48	2.21

Particulars	Cost				Accumulated Depreciation				Carrying Amount	
	Balance at April 1, 2022	Additions	Deductions	Balance at March 31, 2023	Balance at April 1, 2022	Depreciation expense	Deductions	Balance at March 31, 2023	As at March 31, 2023	As at March 31, 2022
Property Plant and Equipment :										
Land	-			-	-			-	-	-
Building and structures	-			-	-			-	-	-
Vehicles	11.03	-	-	11.03	11.03	-	-	11.03	0.00	0.00
Data processing equipments	3.21	-	-0.25	2.96	3.12	0.08	-0.25	2.95	0.01	0.09
Office premises	-	-	-	-	-	-	-	-	-	-
Office equipments	0.50	-	-0.46	0.04	0.50	-	-0.46	0.04	0.00	0.00
Leasehold improvements	-	-	-	-	-	-	-	-	-	-
Furniture and fixtures	0.02	-	-	0.02	0.02	-	-	0.02	-	0.00
Electrical installations	-	-	-	-	-	-		-	-	-
Plant and machinery	28.45	-	-	28.45	3.05	2.48		5.53	22.91	25.39
	-			-	-					
Total	43.21	-	(0.71)	42.50	17.72	2.56	(0.71)	19.57	22.92	25.48

Particulars	Cost				Accumulated Depreciation				Carrying Amount	
	Balance at April 1, 2023	Additions	Deductions	Balance at December 31, 2023	Balance at April 1, 2023	Depreciation expense	Deductions	Balance at December 31, 2023	Balance at December 31, 2023	Balance at March 31, 2022
Property Plant and Equipment :										
Land	-	-	-	-	-	-	-	-	-	-
Building and structures	11.03	-	-	11.03	11.03	-	-	11.03	-	-
Vehicles	2.96	-	-	2.96	2.95	-	-	2.95	0.01	0.00
Data Processing Equipment	-	-	-	-	-	-	-	-	-	0.01
Office premises	0.04	-	-	0.04	0.04	-	-	0.04	-	-
Office equipments	-	-	-	-	-	-	-	-	-	0.00
Leasehold improvements	-	-	-	-	-	-	-	-	-	-
Furniture and fixtures	0.02	-	-	0.02	0.02	-	-	0.02	-	-
Electrical installations	-	-	-	-	-	-	-	-	-	-
Plant and machinery	28.45	-	-	28.45	5.53	1.44	-	6.97	21.48	22.91
Total	42.50	-	-	42.49	19.57	1.44	-	21.01	21.49	22.92
Capital work-in-progress (B)	-	-	-	-	-	-	-	-	-	-
Total (A+B)	42.50			42.49	19.57	1.44	-	21.01	21.49	22.92

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3. Intangible Assets

₹ in Millions

Particulars	Cost				Accumulated Amortisation					Provision for Impairment	Carrying Amount	
	Balance at April 1, 2020	Additions	Deductions	Balance at March 31, 2021	Balance at April 1, 2020	Amortisation expense	Deductions	Reversal of Impairment	Balance at March 31, 2021		As at March 31, 2021	As at March 31, 2020
Software / Licences acquired	0.01	-		0.01	-	-	-		-		0.01	0.01
Commercial rights acquired	-	-		-	-	-	-		-		-	-
Others	-	-		-	-	-	-		-		-	-
Subtotal (a)	0.01	-	-	0.01	-	-	-		-		0.01	0.01
Rights under service concession arrangements	88,804.00	-	(19.81)	88,784.19	12,083.69	1,475.90	-	(4,396.10)	9,163.49	16,454.34	63,166.37	76,720.31
Subtotal (b)	88,804.00	-	(19.81)	88,784.19	12,083.69	1,475.90	-		9,163.49	16,454.34	63,166.37	76,720.31
Intangible assets under development (c)	2.40	-	-	2.40	-	-	-		-	2.40	-	2.40
Subtotal (c)	2.40	-	-	2.40	-	-	-		-		-	2.40
Total (a+b+c)	88,806.41	-	(19.81)	88,786.60	12,083.69	1,475.90	-		9,163.49	16,454.34	63,166.38	76,722.72

Particulars	Cost				Accumulated Amortisation					Provision for Impairment	Carrying Amount	
	Balance at April 1, 2021	Additions	Deductions	Balance at March 31, 2022	Balance at April 1, 2021	Amortisation expense	Deductions	Reversal of Impairment	Balance at March 31, 2022		As at March 31, 2022	As at March 31, 2021
Software / Licences acquired	0.01	-	-	0.01	-	-	-		0.00		-	0.01
Commercial rights acquired	-	-		-	-	-	-		-		-	-
Others	-	-		-	-	-	-		-		-	-
Subtotal (a)	0.01	-	-	0.01	-	-	-		0.00		-	0.01
Rights under service concession arrangements	88,784.19	44.73	-	88,828.92	9,163.49	1,958.17	-		11,121.66	16,163.95	61,543.31	63,166.37
Subtotal (b)	88,784.19	44.73	-	88,828.92	9,163.49	1,958.17	-		11,121.66	16,163.95	61,543.31	63,166.37
Intangible assets under development (c)	2.40	9.55	-	11.95	-	-	-		-	-	11.95	-
Subtotal (c)	2.40	9.55	-	11.95	-	-	-		-		11.95	-
Total (a+b+c)	88,786.60	54.28	-	88,840.88	9,163.49	1,958.17	-		11,121.66	16,163.95	61,555.26	63,166.38

Particulars	Cost				Accumulated Amortisation					Provision for Impairment	Carrying Amount	
	Balance at April 1, 2022	Additions	Deductions	Balance at March 31, 2023	Balance at April 1, 2022	Amortisation expense	Deductions	Reversal of Impairment	Balance at March 31, 2023		As at March 31, 2023	As at March 31, 2022
Software / Licences acquired	0.01	-		0.01	-	-	-		0.00		-	-
Commercial rights acquired	-	-		-	-	-	-		-		-	-
Others	-	-		-	-	-	-		-		-	-
Subtotal (a)	0.01	-	-	0.01	-	-	-		0.00		-	-
Rights under service concession arrangements	88,828.92	18.64	-	88,847.56	11,121.66	2,607.14	-		13,728.81	16,163.95	58,954.81	61,543.31
Subtotal (b)	88,828.92	18.64	-	88,847.56	11,121.66	2,607.14	-		13,728.81	16,163.95	58,954.81	61,543.31
Intangible assets under development (c)	11.95	686.33	(18.64)	679.65	-	-	-		-	-	679.65	11.95
Subtotal (c)	11.95	686.33	(18.64)	679.65	-	-	-		-		679.65	11.95
Total (a+b+c)	88,840.88	704.97	(18.64)	89,527.22	11,121.66	2,607.14	-		13,728.81	16,163.95	59,634.46	61,555.26

Particulars	Cost				Accumulated Amortisation					Provision for Impairment	Carrying Amount	
	Balance at April 1, 2023	Additions	Deductions	Balance at December 31, 2023	Balance at April 1, 2023	Amortisation expense	Deductions	Reversal of Impairment	Balance at December 31, 2023		As at December 31, 2023	As at March 31, 2023
Software / Licences acquired	0.01	-	-	0.01	0.00	-	-		0.00	-	-	-
Subtotal (a)	0.01	-	-	0.01	0.00	-	-		0.00		-	-
Rights under service concession arrangements	88,847.56	-	-	88,847.56	13,728.81	2,152.01	-		15,880.82	16,163.95	56,802.79	58,954.81
Subtotal (b)	88,847.56	-	-	88,847.56	13,728.81	2,152.01	-		15,880.82	16,163.95	56,802.79	58,954.81
Intangible assets under development	679.65	1,174.73	-	1,854.38	-	-	-		-	-	1,854.38	679.65
Subtotal (c)	679.65	1,174.73	-	1,854.38	-	-	-		-	-	1,854.38	679.65
Total (a+b+c)	89,527.22	1,174.73	-	90,701.94	13,728.81	2,152.01	-		15,880.81	16,163.95	58,657.17	59,634.46

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Estimates under Service Concession Arrangements

Note :

1) Under the Service Concession Arrangements, the Group has received the right to charge users of the public services, such rights are recognized and classified as "Intangible Assets". Such a right is not an unconditional right to receive consideration because the amounts are contingent to the extent that the public uses the service and thus are recognized and classified as intangible assets.

2) The book value of such an intangible asset is recognized by the company at the fair value of the constructed asset. The intangible assets is amortised on the basis of units of usage or revenue over the remaining concession period

3) In respect of BAEL:

a) Since the Company has decided to suspend construction activity in view of the unavailability of funds, and the substantial part of construction has already been completed generating revenue for the company, the Intangible Asset has been capitalised w.e.f. April 1, 2018

b) Based on the provisions of the concession agreement, the company is entitled to an extension in the concession period due to shortfall in traffic and premium fees shall be payable to NHAI in respect of the said extended period. Accordingly, the company has capitalised the fair value of the premium payable for such extended period in line with the requirements of IndAS w.e.f. March 31, 2020. Consequently no amortisation in respect of the same has been charged for the FY 2019-20, from FY 2020-21 amortisation over the increased concession period has been charged.

4) In respect of SBHL:

a) The book value of an intangible asset is recognized by the company at the fair value of the constructed asset which comprise the actual construction cost plus the margins @ 11%. The intangible assets is amortised on the basis of units of usage over the lower of the remaining concession period These factors are consistent with the assumptions made in the all previous years.

₹ in Million

Particulars	Upto /Dec 31, 2023	Upto /As at March 31, 2023	Upto /As at March 31, 2022	Upto /As at March 31, 2021
Margin on Construction services recognized in respect of Intangible Assets	341.19	341.19	341.19	341.19
Carrying Amount of Intangible Assets	7,828.01	8,263.97	8,263.97	8,180.12
Carrying Amount of Intangible Assets under development	-	-	-	-
Amortization charge in respect of Intangible assets	1,322.33	867.72	867.72	661.19
Total Estimated traffic count for the project (Over the balance life of Concession period)	116.77	131.87	131.87	147.37
Total Provision for overlay in respect of intangible assets	-	534.10	534.10	339.30

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the period ended March 31, 2022	For the period ended March 31, 2021
Amortization charge in respect of Intangible Assets	197.10	257.51	206.54	98.30

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Notes forming part of the Combined Financial Statements

4. Investment accounted as per equity method

₹ in Millions

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Investment accounted as per equity method 1,70,30,000 (March 31, 2023 : 1,70,30,000; March 31, 2022 : 1,70,30,000; March 31, 2021 : 1,70,30,000) equity shares of Rs.10 each fully paid of Thiruvananthapuram Road Development Company Limited	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00
Note:				
Percentage ownership interest	50%	50%	50%	50%
Net assets	(34.47)	(29.79)	(1,874.82)	(1,999.96)
RIIT 's share of net assets (Minimum Re 1/-)	0.00	0.00	0.00	0.00

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₹ in Millions

5. Other Financial Assets

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
Unsecured, considered good unless otherwise mentioned								
Receivable under Service Concession Arrangements	2,767.30	932.04	3,088.43	737.14	4,078.66	1,245.61	4,801.48	1,430.84
Others Receivable from Authority	1,286.36	5,852.58	1,286.36	5,933.35	1,286.36	5,891.93	1,286.36	5,887.80
Allowance for Expected Credit Loss - Note (A)	(143.28)	(1284.05)	(143.28)	(1307.98)	(143.28)	(1254.05)	(143.28)	(1220.37)
Advances Recoverable :								
Interest Accrued - Related Party	-	-	26.61	-	26.61	-	26.61	-
Security Deposits - Others - Unsecured	10.18	-	9.88	-	8.99	-	8.99	-
Allowance for ECL - Security deposit	-	-	-	-				
Fixed deposits having maturity more than 12 months under lien	-	-	-	-	-	-	-	-
Receivable from Lenders and banks	-	411.01	411.01	-	735.24	-	735.24	-
Receivable from Lenders - Interest on Loan*	-	1.89	-	1.68	-	7.81	-	-
Receivable from related parties	-	-	-	-	-	36.47	-	36.47
Other Advances	-	1.43	-	13.93	-	11.68	-	0.18
Other Financial Assets	-	27.84	-	31.83	-	21.97	0.04	23.60
Grant receivable	-	2.06		2.06	-	2.06	-	2.06
Total	**3,920.56**	**5,944.80**	**4,679.01**	**5,412.01**	**5,992.58**	**5,963.48**	**6,715.44**	**6,160.58**

*Excess Interest debited by Lender

₹ in Million

Name of the lender	As at December 31, 2023	As at MARCH 31, 2023	As at MARCH 31, 2022	As at MARCH 31, 2021
Unique Waste Processing Company Limited	-	0.39	0.39	0.39
L&T Finance Limited *	0.60	-	-	-
Bank of Baroda	1.29	1.29	7.42	32.45
Receivable from related parties	**1.89**	**1.68**	**7.81**	**32.84**

*Effective December 4, 2023, L&T Finance Limited, L&T Infra Credit Limited, and L&T Mutual Fund Trustee Limited merged with L&T Finance Holdings Limited.



Note (A) (i): The Arbitral Tribunal had passed an award on November 30, 2017 directing NHAI to pay PSRDCL a sum of Rs. 547.96 Crores. (including interest till the date of award) towards claims filed against NHAI. NHAI had thereafter filed an appeal before the Delhi High Court. The Delhi High Court during hearing of the appeal ordered NHAI to deposit the entire award amount with the Court. NHAI deposited the entire amount with the Court. PSRDCL had recognised interest on claim recoverable upto March 31, 2018. Since NHAI has already deposited the award amount with Court and appeal is pending disposal, as a matter of prudence no further interest on claim recognised in the books since 1st April 2018 till reporting date.
An execution petition has been filed by PSRDCL for release of the award money. The said execution petition was listed on April 15, 2019, & November 15, 2019. The matter was adjourned to 16th Feb, 2021
This matter is again adjourned to future date however the date is awaited as court are not in regular flow or working due to ongoing pandemic.
PSRDCL expects to settle the matter by end of the financial year March 31, 2024 and hence no further provision for expected credit loss is required.

Note (A) (ii) In respect of BAEL, the company has recorded claim receivable from Authority based on the para 6 of letter issued by NHAI bearing reference no. 15017/1/2013/PIU(DUP)/1832 dated 25 September 2019 "The tentative amount derived by the IE for the claims preferred by the concessionaire is Rs. 128.636 Crores and negative change of scope on account of de-scoped works and other claims of NHAI has been estimated as Rs. 167.205 Crores" The said liability of Rs.167.205 crores is further bifurcated into liability arising out of negative Change of Scope amounting to Rs.154.74 crores as per the letter bearing reference no."SAICPL-Sugam/Barwa-Adda-Panagrah/IE/NH-2/2019/9680" by the IE for which a provision of 80% has been recorded amounting to 123.79 crores as per the Concession Agreement dated 08 MAY 2013 Clause 16.1 wherein "If the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Authority, the Authority may, in its discretion, require the Concessionaire to pay 80% (eighty percent) of the sum saved therefrom, and upon such payment to the Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled." and a provision liability of Rs.12.47 crores for recovery of penalty and overloading amount for the balance amount is also recorded in Financials



6. Deferred Tax

₹ in Millions

The following is the analysis of Deferred Tax Assets/(Liabilities) presented in the balance sheet:

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Deferred Tax Assets	2,168.10	2,137.39	2,033.02	1,864.64
Deferred Tax Liabilities	(1,584.84)	(1,605.57)	(1,464.49)	(1,383.97)
Deferred Tax Asset / (Liabilities) (Net)	**583.26**	**531.82**	**568.53**	**480.67**

The income tax expense for the period can be reconciled to the accounting profit as follows:				
Particulars	As at December 31, 2023	Year ended March 31, 2023	Year ended March 31, 2022	Year ended March 31, 2021
Profit/(Loss) before tax from continuing operations	(408.04)	(502.88)	(149.31)	3883.05
Substantively Enacted Rate (%)	29.12%	29.12%	29.12%	29.12%
Accounting Profit multiplied by Tax Rate	(118.82)	(146.44)	(43.48)	1130.74
Effect of income that is exempt from taxation	-	-	-	(17.12)
Effect of deferred taxes reversal in the tax holiday period	(2137.50)	(2084.03)	(2046.27)	(2984.72)
Effect of expenses that are not deductible in determining taxable profit	98.59	93.07	56.73	6.46
Effect of excessive depreciation disallowed in Taxation	1818.00	1823.65	1616.92	1480.86
Deferred Tax on Overlay Provision	(243.53)	(218.07)	(152.43)	(96.89)
Total	**(583.26)**	**(531.82)**	**(568.53)**	**(480.67)**

Footnotes :

a) Deferred Tax assets and Deferred Tax liabilities have been offset wherever the Group has a legally enforceable right to set off Current Tax Assets against Current Tax Liabilities and where the Deferred Tax Assets and Deferred Tax Liabilities relate to income taxes levied by the same taxation authority

b) Deferred Tax Asset in respect of Unabsorbed Business Loss/ Depreciation and Provision for overlay has been recognized to the extent reversals of Deferred Tax Liability and Taxable Profits are available before tax holiday period.

c) Significant management judgement is considered in determining provision for income tax, Deferred Tax Assets and liabilities and recoverability of Deferred Tax Assets. The recoverability of Deferred Tax Assets is based on estimate of the taxable income for the period over which Deferred Tax Assets will be recovered. The Group has unabsorbed business losses/depreciation and Provision for Overlay which according to the management will be used to set off taxable profit arising in subsequent years from operation of the Group

The profitability projections used for determining the recoverability of Deferred Tax Asset has number of variables viz. Revenue projections, restructuring of debt, incurrence of overlay etc which are subject to change Group has appointed an outside agency for traffic study and technical study for major maintenance , which have been used in profitability projections.

The carrying amount of Deferred Tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered

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₹ in Millions

7. Investments - Current

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Investment in Mutual funds (Fair value through profit or loss- FVTPL) #								
(a) BOI AXA Liquid Fund - Regular Plan - Growth (LFRGG)*	230713.487	623.79	2,30,713.49	592.31	281779.487	684.32	281779.487	661.89
(b) Investments in HDFC Liquid Fund - Growth	-	-	-	-	215638.248	895.29	215638.248	866.36
Total Investments (A)	2,30,713.49	623.79	2,30,713.49	592.31	4,97,417.74	1,579.61	4,97,417.74	1,528.25

*Lien marked on BOI AXA Mutual Fund with IDBI Trustee
Valued through FVTPL
NAV :

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
(a) BOI AXA Liquid Fund - Regular Plan - Growth	2703.7412	2567.3176	2428.5799	2348.96
(b) HDFC Liquid Fund - Growth	-	-	4151.7977	4017.17

8 Trade Receivables

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
Trade receivables from others								
-Secured, considered good	-	-	-	-	-	-	-	-
-Unsecured, considered good	-	188.09	-	142.81	-	26.08	-	23.36
Less : Allowance for bad and doubtful debts								-
Trade receivables from related parties								-
-Credit impaired	-	12.76		13.52	-	13.50		12.57
-Unbilled Revenue	-	-	-	-	-	0.24	-	
Less : Allowance for bad and doubtful debts	0.00	(12.76)	-	(13.52)	0.00	(13.50)	-	(12.57)
Total	-	188.09	-	142.81	-	26.32	-	23.36

8.1 Trade Receivables Ageing schedule for the year ended as on December 31, 2023

Particulars	Not Due	Less than 1 year	1 - 2 years	2 - 3 years	More than 3 years	Total
(i) Undisputed Trade receivables – considered good	58.85	120.63	-	-	5.44	184.91
(ii) Undisputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables – credit impaired	-	-	-	-	3.18	3.18
(iv) Disputed Trade Receivables–considered good	-	-	-	-	-	-
(v) Disputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	12.76	12.76
(vi) Disputed Trade Receivables – credit impaired	-	-	-	-	-12.76	-12.76
Total	58.85	120.63	-	-	8.62	188.09

8.2 Trade Receivables Ageing schedule for the year ended as on March 31, 2023

Particulars	Not Due	Less than 1 year	1 - 2 years	2 - 3 years	More than 3 years	Total
(i) Undisputed Trade receivables – considered good	13.38	124.14	0.02	3.19	2.08	142.81
(ii) Undisputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables – credit impaired	-	-	-	-	12.75	12.75
(iv) Disputed Trade Receivables–considered good	-	-	-	-	-	-
(v) Disputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables – credit impaired	-	-	-	-	-12.75	-12.75
Total	13.38	124.14	0.02	3.19	2.08	142.81

8.3 Trade Receivables Ageing schedule for the year ended as on March 31, 2022

Particulars	Not Due	Less than 1 year	1 - 2 years	2 - 3 years	More than 3 years	Total
(i) Undisputed Trade receivables – considered good	12.85	8.09	3.19	0.51	1.66	26.31
(ii) Undisputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables – credit impaired	-	-	-	-	13.50	13.50
(iv) Disputed Trade Receivables–considered good	-	-	-	-	-	-
(v) Disputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables – credit impaired	-	-	-	-	-13.50	-13.50
Total	12.85	8.09	3.19	0.51	1.66	26.31

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₹ in Millions

8.4 Trade Receivables Ageing schedule for the year ended as on March 31, 2021

Particulars	Not Due	Less than 1 year	1 - 2 years	2 - 3 years	More than 3 years	Total
(i) Undisputed Trade receivables – considered good	9.59	7.63	2.99	0.54	2.60	23.36
(ii) Undisputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables – credit impaired	-	-	-	-	12.58	12.58
(iv) Disputed Trade Receivables–considered good	-	-	-	-	-	-
(v) Disputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables – credit impaired	-	-	-	-	-12.58	-12.58
Allowance for bad and doubtful debts					-	-
Total	9.59	7.63	2.99	0.54	2.60	23.36

9 Cash and Cash Equivalents

For the purposes of the statement of cash flows, Cash and Cash Equivalents include cash on hand and in banks, net of outstanding bank overdrafts. Cash and Cash Equivalents at the end of the reporting period as shown in the statement of cash flows can be reconciled to the related items in the balance sheet as follows:

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Balances with Banks				
In current accounts	573.91	1,455.05	300.75	3,730.49
In deposit accounts (refer note (a) below)	804.76	-	-	349.50
Cash in hand	2.68	1.87	2.17	4.59
Balances held as margin money or as security against borrowings- with original maturity of less than 3 months	-	499.75	640.43	-
Cash and Cash Equivalents	1,381.35	1,956.67	943.35	4,084.58
In term deposits with maturity more than 3 months but less than 12 months (refer note (b) below)	10,357.31	12,015.49	12,312.67	4,680.72
Balances held as margin money or as security against borrowings (refer note (c) below)	203.05	103.05	103.05	103.05
Interest Accrued	179.44	107.71	226.09	61.63
Other Bank Balances	10,739.80	12,226.25	12,641.81	4,845.40

Notes:

a) In MBELRs. 166.10 million (31 March 2023 : Rs. 499.69 million), (31 March 2022 : Rs. 536.85 million) held as margin money or as security against borrowings.

b) In MBELRs. 504.49 million (31 March 2023 : Rs. 156.90 million) held as margin money or as security against borrowings.

c) In terms of the provisions of loan agreement executed by SBHL, it is required to create Debt Service Reserve Account (DSRA) to meet the debt service requirements equivalent to the debt servicing for the next quarter. Accordingly, Company has created Fixed Deposits amounting ₹ 185.00 Millions as on 31st December 2023 (₹ 85.00 Millions as on 31st March 2023) and got them lien marked.

10. Current Tax Assets and Liabilities

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
A) Current Tax Assets								
Others								
Advance Payment of Taxes	62.79	312.60	40.00	286.29	25.71	248.88	16.70	212.15
Less- Provision for Bad Debts/Non Receivable	-	(93.89)	-	(93.89)	-	(93.89)	-	(93.89)
Total	62.79	218.71	40.00	192.40	25.71	154.99	16.70	118.26
B) Current Tax Liabilities								
Provision for Tax	-	-	-	-	-	377.94	-	377.94
Total	-	-	-	-	-	377.94	-	377.94

In respect of BAEL:

As against the tax liability of Rs. 37.79 crores the Company had made provision of Rs. 37.64 crores and Rs. 50.08 crores in the financial for FY 2016-17 & FY 2017-18 respectively considering profit as per accounting done under IND-AS, however in the return of income, the Company has eliminated notional adjustment in profits under IND-AS and paid the tax of Rs. 15.83 crores and Rs. 35.46 crores for the financial for FY 2016-17 & FY 2017-18 respectively. The company has filed the letter to the tax authorities, fully disclosing the facts and the stand taken for filing the return of income. The above views has been taken on the basis of ;

(i) various judicial precedents on " Notional Vs Real Income" concept and

(ii) CBDT Circular no 24 of 2017 clarifying that "adjustments on account of Service Concession Arrangements would be included in the Transition Amount and also on an ongoing basis" is not binding on the company.

Pending final outcome / completion of assessment for the respective year, the company continues to carry the excess provision.

As no notice was received for FY 2016-17, and the assessment for FY 2017-18 has been concluded, the excess tax provision has been reversed during the financial year 2022-23.

In view of change in Income Tax Act, for then existing clause (iih) of Explanation 1 to sub-section (2) of section 115JB by the Finance (No. 2) Act, 2019, w.e.f. 1-4-2020, Company does not have any MAT Tax liability for the period ended December 31, 2023.

In case of HREL :

i) In view of change in Income Tax Act, for then existing clause (iih) of Explanation 1 to sub-section (2) of section 115JB by the Finance (No. 2) Act, 2019, w.e.f. 1-4-2020, Company does not have any MAT Tax liability for the current year

ii) The Deferred Tax Assets/Liability has not been recognised as the same if provided would be reversed in the tax holiday period





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11. Other Current & Non-Current Assets

₹ in Millions

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
(Unsecured, Considered good unless otherwise mentioned)								
Capital Advances								
-Unsecured, considered good - Related Party	-	-	-	8.78	-	-	-	-
Prepaid Expenses	-	45.20	-	37.49	-	36.04	-	33.61
Indirect Tax balances / Receivable*	-	71.78	-	49.25	-	51.60	-	54.36
Allowance for Indirect Tax balances / Receivables - Doubtful		(14.06)		(14.06)		(8.33)	-	(9.32)
Other current assets	-	0.94	-		-	-	-	
Mobilisation advances considered good	-	-	-	-	-	-	-	-
Unbilled Revenue	-	-	-	-	-	-	-	1.65
Other advances	-	1.50	-	0.40	0.04	9.53	-	9.53
Total	-	105.36	-	81.86	0.04	88.84	-	89.83

* In respect of BAEL, during the financial year 2022-23, year WCT receivable of Rs. 3.23 Mn has been written off against ECL provision.
In respect of PSRDCL, includes appeal fee of Rs 4.7 mn paid for FY 2016-17 under Maharashtra Value Added Tax Act, 2002 during the financial year 2020-21

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12. Share Capital

₹ in Millions

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Equity Shares	Amount	Equity Shares	Amount	Equity Shares	Amount	Equity Shares	Amount
Authorised Capital	1,02,37,10,000	10,237.10	1,02,37,10,000	10,237.10	1,02,37,10,000	10,237.10	1,02,37,10,000	10,237.10
Equity Shares of ₹ 10/- each fully paid								
Issued, Subscribed and Paid up capital	8,94,60,86,900	8,801.97	8,94,60,86,900	8,801.97	8,94,60,86,900	8,801.97	8,94,60,86,900	8,801.97
Equity Shares of ₹ 10/- each fully paid								
Total	8,94,60,86,900	8,801.97	8,94,60,86,900	8,801.97	8,94,60,86,900	8,801.97	8,94,60,86,900	8,801.97

12.1 Reconciliation of the number of Shares outstanding at the beginning and at the end of the year :

	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
Particulars	Number of equity shares	₹ in Millions	Number of equity shares	₹ in Millions	Number of equity shares	₹ in Millions	Number of equity shares	₹ in Millions
Shares outstanding at the beginning of the year	93,02,70,070	8,801.97	93,02,70,070	8,801.97	93,02,70,070	8,801.97	93,02,70,070	8,802
Shares issued during the year	8,01,58,16,830	-	-	-	-	-	-	-
Shares outstanding at the end of the year	8,94,60,86,900	8,801.97	93,02,70,070.00	8,801.97	93,02,70,070.00	8,801.97	93,02,70,070	8,802

12.2 Details of Share holders holding more than 5% in Moradabad Bareilly Expressway Limited

Shareholder	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity
Roadstar Infrastructure Investment Trust	18,95,19,309	85.50%	18,95,19,309	85.50%	18,95,19,309	85.50%	-	-
IL&FS Transportation Networks Limited	-	-	-	-	-	-	18,95,19,309	85.50%
Infiniti Realty Opportunities Trust	3,21,40,691	14.50%	3,21,40,691	14.50%	3,21,40,691	14.50%	3,21,40,691	14.50%
Total	22,16,60,000	100.00%	22,16,60,000	100.00%	22,16,60,000	100.00%	22,16,60,000	100.00%

Footnote : As a part of resolution process, and with due approvals of lenders , Authority and NCLAT, shareholding of the company has been changed. Consequently, Share Purchase Agreement executed amongst IL&FS Transportation Networks Limited (ITNL) , Axis Trustee Services Limited (as the Trustee of Roadstar Infra Investment Trust (RIIT)) , Roadstar Investment Managers Limited and the Company, for the transfer of share holding from ITNL to RIIT on December 24, 2021

12.3 Details of Share holders holding more than 5% in Hazaribagh Ranchi Expressway Limited

Shareholder	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity
IL&FS Transportation Networks Limited	-	-	-	-	13,09,86,900	99.99%	13,09,86,900	99.99%
Roadstar Infrastructure Investment Trust	13,09,86,900	99.99%	13,09,86,900	99.99%	-	-	-	-
Total	13,09,86,900	99.99%	13,09,86,900	99.99%	13,09,86,900	99.99%	13,09,86,900	99.99%

Footnote : As a part of resolution process, and with due approvals of lenders , Authority and NCLAT, shareholding of the company has been changed. Consequently, Share Purchase Agreement executed amongst IL&FS Transportation Networks Limited (ITNL) , Axis Trustee Services Limited (as the Trustee of Roadstar Infra Investment Trust (RIIT)) , Roadstar Investment Managers Limited and the Company, for the transfer of share holding from ITNL to RIIT on December 16, 2022

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12.4 Details of Share holders holding more than 5% in Sikar Bikaner Highway Limited

Shareholder	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity
IL&FS Transportation Networks Limited	-	-	-	-	-	-	12,40,50,000	100.00%
Roadstar Infrastructure Investment Trust	12,40,50,000	100.00%	12,40,50,000	100.00%	12,40,50,000	100.00%	-	-
Total	12,40,50,000	100.00%	12,40,50,000	100.00%	12,40,50,000	100.00%	12,40,50,000	100.00%

Footnote : As a part of resolution process, and with due approvals of lenders , Authority and NCLAT, shareholding of the company has been changed. Consequently, Share Purchase Agreement executed amongst IL&FS Transportation Networks Limited (ITNL) , Axis Trustee Services Limited (as the Trustee of Roadstar Infra Investment Trust (RIIT)) , Roadstar Investment Managers Limited and the Company, for the transfer of share holding from ITNL to RIIT on March 23, 2022

12.5 Details of Share holders holding more than 5% in Barwa Adda Expressway Limited

Shareholder	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity
IL&FS Transportation Networks Limited	24,35,00,000	100.00%	24,35,00,000	100.00%	24,35,00,000	100.00%	24,35,00,000	100.00%
Total	24,35,00,000	100.00%	24,35,00,000	100.00%	24,35,00,000	100.00%	24,35,00,000	100.00%

12.6 Details of Share holders holding more than 5% in Pune Sholapur Road Development Company Limited

Shareholder	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity
IL&FS Transportation Networks Limited	-	-	16,00,00,000	90.91%	16,00,00,000	90.91%	16,00,00,000	90.91%
Roadstar Infra Investment Trust	16,00,00,000	90.91%	-	-	-	-	-	-
East Nippon Expressway Company (NEXCO)	1,60,00,000	9.09%	1,60,00,000	9.09%	1,60,00,000	9.09%	1,60,00,000	9.09%
Total	17,60,00,000	100.00%	17,60,00,000	100.00%	17,60,00,000	100.00%	17,60,00,000	100.00%

Footnote : As a part of resolution process, and with due approvals of lenders , Authority and NCLAT, shareholding of the company has been changed. Consequently, Share Purchase Agreement executed amongst IL&FS Transportation Networks Limited (ITNL) , Axis Trustee Services Limited (as the Trustee of Roadstar Infra Investment Trust (RIIT)) , Roadstar Investment Managers Limited and the Company, for the transfer of share holding from ITNL to RIIT on May 16, 2023

12.7 Details of Share holders holding more than 5% in Thiruvananthapuram Road Development Company Limited

Shareholder	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity	Number of equity shares	% holding in the equity
IL&FS Transportation Networks Limited	-	-	-	-	1,70,30,000	50.00%	1,70,30,000	50.00%
Roadstar Infra Investment Trust	1,70,30,000	50.00%	1,70,30,000	50.00%	-	-	-	-
Punj Lloyd Limited	1,70,30,000	50.00%	1,70,30,000	50.00%	1,70,30,000	50.00%	1,70,30,000	50.00%
Total	3,40,60,000	100.00%	3,40,60,000	100.00%	3,40,60,000	100.00%	3,40,60,000	100.00%

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Notes forming part of the Combined Financial Statements

As a part of resolution process, and with due approvals of lenders , Authority and NCLAT, shareholding of the company has been changed. Consequently, Share Purchase Agreement executed during the financial year 2022-23, amongst IL&FS Transportation Networks Limited (ITNL) , Axis Trustee Services Limited (as the Trustee of Roadstar Infra Investment Trust (RIIT)) , Roadstar Investment Managers Limited and the Company, for the transfer of share holding from ITNL to RIIT on December 19, 2022

The Company has only one class of equity shares having a par value of `.10/- per share. Each holder of equity shares is entitled to one vote per share. The company declares and pays dividends in Indian rupees. The dividend, if any proposed, by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

No dividend declared during period ended December 31, 2023, year ended 31 March 2023, March 2022 and March 2021

₹ in Millions

13. Other Equity

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
(i) Reserves and Surplus				
Retained earnings	(30,748.36)	(30,484.03)	(29,921.85)	(30,852.50)
Debenture Redemption Reserve	647.64	647.64	954.77	955.12
Deemed Equity	142.27	142.27	1,469.29	3,055.64
Share Premium	43.64	43.64	43.64	43.64
Capital Resaves	8,623.57	8,623.57	8,623.57	8,623.57
Balance at end of the year (A)	**(21,291.23)**	**(21,026.90)**	**(18,830.57)**	**(18,174.52)**
Capital Contribution # (B)	0.00	0.00	0.00	0.00
Total	**(21,291.23)**	**(21,026.90)**	**(18,830.57)**	**(18,174.52)**

Initial contribution in Equity accounted investee, TRDCL is recognized at Net Book value as at April 01, 2020. Since Net Book value was negative, the same is restricted to Re 1/-

Footnotes :

1. Debenture Redemption Reserve relates to Debentures to be redeemed to external Borrowers

2. Since HREL had issued non convertible debentures in the year ended March 31, 2017, in terms of Section 71 of the Companies Act, 2013 read with the Rule 7 (B) of The Companies (Share Capital and Debentures) Rules, 2014 is required to create Debenture Redemption Reserve to the extent of 10% of the value of outstanding privately placed Debentures until such debentures are redeemed, to which adequate amounts shall be credited from out of its profits every year. Company has investment of Rs 623.79 mn (March 31, 2023 : Rs 592.31 mn, March 31, 2022: Rs 1579.61 Mn, March 31, 2021 : Rs. 1579.61 Mn) (FVTPL) in BOI AXA Liquid Fund - Regular Plan - Growth (LFRGG) and HDFC Liquid Fund - Growth, towards Debt Service Reserve Account.

3. In case of HREL, during FY 2016-17 loan aggregating Rs 1980.00 mn from IL&FS Transportation Networks Limited (ITNL) were converted into zero coupon with repayment at the end of the concession period. Accordingly, HREL had recognized deemed equity of Rs 1285.40 mn in FY 2016-17 in accordance with IND-AS. Company had done unwinding of interest aggregating of Rs 137.17 mn on the said deemed equity till October 15, 2018 through statement of profit and loss account. In view of change in terms of the above mentioned debt of Rs 1980.00 mn, the deemed equity has been reversed during the financial year 2022-23.

4. In case of MBEL, since the company had issued non convertible debentures , in terms of Section 71 of the Companies Act, 2013 read with the Rule 7 (B) of The Companies (Share Capital and Debentures) Rules, 2014 is required to create Debenture Redemption Reserve to the extent of 10% of the value of outstanding privately placed Debentures until such debentures are redeemed, to which adequate amounts shall be credited from out of its profits every year. Accordingly, for the year ended March 31, 2021, 10% of the value of debenture outstanding has transferred to Debenture Redemption Reserve..

5. Pursuant to loan agreement of entered with RIIT during FY 2021-22, zero coupon debt converted into Unsecured loan post transfer of shares from ITNL to RIIT

6. Capital Reserve represents grant received by the Company from NHAI during construction period prior to April 1, 2015

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14. Borrowings

₹ in Millions

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Long-term	Short-term	Long-term	Short-term	Long-term	Short-term	Long-term	Short-term
Secured – at Amortised cost								
(i) Bonds / Debentures								
- from Other parties	6,279.54	999.03	7,436.71	866.80	6,855.07	2,473.55	7,487.50	1,788.55
- from related parties	-	-	-	-	-	-		
(ii)Term Loans								
- from Banks	16,520.17	1,643.99	16,973.55	2,698.45	14,009.79	7,266.60	15,384.24	5,839.24
- from Financial Institutions	11,395.14	1,468.20	11,819.60	1,228.82	12,163.07	942.35	12,740.26	458.44
- from related parties	1,024.45	287.25	1,062.70	249.00	1,323.74	198.00	1,419.74	102.00
Unsecured – at amortised cost								
(i) Bonds / Debentures								
- from Other parties	975.04	95.43	-	244.06	-	-	-	-
- from related parties	7,480.06	14.26	-	-	-	-	-	-
- from Banks								
- from Financial Institutions								
(i)Term Loans								
- from Other parties	-	299.14	-	299.14	-	299.14	-	290.00
- from related parties	23,865.48	1,376.18	28,765.31	2,976.67	19,718.03	12,045.49	17,753.29	11,789.89
- from Financial Institutions	292.79	27.25	314.93	88.83	-	1,000.00	-	1,000.00
- from banks	135.70	11.08	144.00	40.62	-	450.12	-	644.24
Less: Unamortised borrowing cost	(198.73)	(0.46)	(198.73)	(0.46)	(198.73)	(0.46)	(198.73)	(0.46)
Less: Deemed Equity	(184.02)	-	(184.02)	-	(184.02)		(184.02)	-
Total	67,585.62	6,221.35	66,134.05	8,691.93	53,686.95	24,674.79	54,402.28	21,911.90

1) in respect of SBHL:

a) During the previous financial year 2021-22, the Company's shareholding was transferred to Roadstar Infra Investment Trust (RIIT), an InvIT, after receiving due approval from the lenders, authority, and NCLT. Pursuant to this transfer, no interest was payable to the lenders for the period from 16th October 2018 to 31st March 2021. The interest accrued until 15th October 2018 was converted into a loan. The revised debt number as of October 15, 2018 was agreed by the lenders as a part of restructuring of debt.

b) During the financial year 2017-18, the company obtained a short-term loan of Rs 290 million from M/s Empower India Limited. The loan carried an interest rate of 13.35% and was required to be repaid within 13 months from the date of disbursement. However, following the NCLT order dated 15th October 2018, along with the order dated 12th March 2020, no interest or principal payments have been made to the lender nor the company has recognized interest for the period from October 15, 2018, to March 31, 2021.
In the financial year 2022-23, the company has entered into a restructured loan agreement with the senior lenders and the holding entity. However, a restructuring agreement with Empower India Limited has not been executed at present. The lender is charging compounding interest at a rate of 13.35% and also imposing penal interest for non-payment. As a result, the outstanding balance in the company's books does not align with the lender's records. The company has considered the repayment of this loan while preparing its financial model

2) in respect of BAEL:
Hon'ble NCLAT vide its order dated 12th October 2018 affirmed the stay on servicing of debts vide its earlier order dated 15th October 2018, in view of which, the company has stopped making repayments falling due after October 15, 2018. Details of scheduled repayments, which have fallen due as on March 31, 2023 are as under:
Further, in view of the liquidity constraints, the company has not been able to comply with the loan covenants including the maintenance of DSRA.
In respect of unsecured loans from related parties, the compliance of the terms of the loan documents such as repayment, interest etc. could not be done due to the aforesaid NCLAT order

Rs. Mn

Secured Term Loan	Installment due for 31-12-2018 & 31-03-2019	Quarterly installments due FY 2020-2021	Quarterly installments due FY 2021-2022	Quarterly installments due FY 2022-2023	Quarterly installments due FY 2023-2024
Secured Term Loan - Bank of Baroda	5.00	100.00	220.00	320.00	127.50
Secured Term Loan - UCO Bank	2.00	40.00	88.00	128.00	51.00
Secured Term Loan - IIFCL	4.00	80.00	176.00	256.00	102.00
Secured Term Loan - IFCI	1.90	38.00	83.60	121.60	48.45
Secured Term Loan - IFIN	1.50	30.00	66.00	96.00	102.00
Tota Installment due	14.40	288.00	633.60	921.60	430.95

3) In respect of PSRDCL, in September 2018 Indusind bank adjusted, against the various loans which Indusind bank advanced to various ITNL's subsidiaries, fixed deposit of IL&FS Ltd maintained with Indusind Bank without the permission of IL&FS Ltd. For PSRDCL, Indusind bank adjusted principal amount of Rs 194.11 mn against the fixed deposit. IL&FS Ltd has accepted such adjustment in FY 2021-22 and hence accordingly adjustment was made in the books of accounts of the PSRDCL during FY 2021-22.





Note 14 (i) : for Repayment term and security details of the outstanding non current borrowings (including current maturities) refer table below

Sl No	Nature of Borrowing	Name of the SPV	Tenure	Total No of Instalments	Frequency as at December 31, 2023 (M/Y/QTY/HY)	Amount As at December 31, 2023	Amount As at March 31, 2023	Amount As at March 31, 2022	Amount As at March 31, 2021	Rate of Interest As at December 31, 2023	Rate of Interest As at March 31, 2023	Rate of Interest As at March 31, 2022	Rate of Interest As at March 31, 2021	Security Offered
1	Secured - Debentures													
	- from Others	MREL	Till 2034	67	Quarterly	3,532.07	3,536.99	3,392.79	3,440.22	10.25%	10.25%	8.75%	8.75%	(a) All movable, tangible and intangible assets other than project assets and their related documents of title, receivables, cash and investments created as part of the projects. (b) All the monies lying in Escrow Account into which all the investments in the Project and all Project revenues and insurance proceeds are to be deposited. (c) Assignment of all rights, title, benefits, claims and demands of the Borrowers under Project Agreements i.e. Concession agreement, Substitution agreement, Construction contract and operations contract, etc (d) Assignment of all rights under project guarantees obtained pursuant to development contract or operations contract, if any relating to the project. (e) First ranking assignment of all contract, documents insurance contracts/insurance Proceeds (Security Trustee to be named as loss payee), clearances and interests of the Borrower. (f) Debt Service Reserve Account and any other accounts required to be created by the Borrower under any Project agreement contract.
2	Secured Term Loans:													
	- from Banks	MREL	Till 2034	69	Quarterly	3,721.40	3,811.49	3,830.60	3,802.30	8.90% - 9.40%	8.90% - 9.00%	8.75%	8.75%	
	- from Financial Institutions	MREL	Till 2034	69	Quarterly	7,704.44	7,889.52	7,946.53	8,039.80	10.25%	10.25%	8.75%	8.75%	
3	Unsecured Term Loans:													Not Applicable
	- from related parties	MREL	Till 2034	56	Quarterly	10,233.56	10,233.56	10,548.20	10,511.31	9.00%	9.00%	8.75%	8.75%	
1	Secured Term Loans:													
	- from Banks	SRHL	Till Dec 2034	54	Quarterly	3,453.89	3,483.58	3,958.61	3,934.00	8.60% - 8.90%	8.00% - 8.60%	8.00%	10.70 - 10.75%	(a) A first pari passu charge in favour of the Senior Lenders/Security Trustee for the benefit of the Senior Lenders in a form satisfactory to the Senior Lenders, of all the Borrower's immovable assets to the extent permissible by the Concession Agreement, if any both present and future, save and except Project Assets; b) A first pari passu charge in favour of Senior Lenders/Security Trustee for the benefit of the Senior Lenders of all the Borrower's moveable properties, both present and future, save and except the Project Assets; c) A first pari-passu charge of all the bank accounts including but not limited to the Escrow Account opened in a designated bank, where all cash flows from the Project shall be deposited, and the sub Account (or any account in substitution thereof) that may be opened in accordance with this Agreement and supplementary Escrow Agreement, or any other Project Agreement, provided such first charge shall only be to the extent permitted as per the waterfall of priorities prescribed under Escrow Agreement and Concession Agreement. d) A first pari passu charge of on all revenues of the Borrower from the Project or otherwise, Project's book debts, operating cash flow, commissions or revenues of whatsoever nature from the Project e) a first charge by way of assignment of or creation of Security Interest on all the rights, title, interest, benefits, claims and demand whatsoever of the Borrower under the Concession Agreement and Project Agreement, to the extent covered by or in accordance with substitution Agreement;
2	Unsecured Term Loans:													Not Applicable
	- from Other Parties	SRHL	Ref Note 14(b)	Ref Note 14(b)	Quarterly	293.14	293.14	293.14	293.00	13.35%	13.35%	13.35%	13.35%	
	- from related parties	SRHL	Till 2038	58	Quarterly	2,051.48	2,063.42	2,078.12	88.28	8.00%	8.00%	8.00%	12%-13%	
1	Secured - Debentures													
	- from Others	HREL	Till April 2027	40	Half yearly	2,330.64	2,940.55	5,835.83	5,835.83	7.50%	8.00% - 7.50%	8.00%	8.00%	The Company has issued and allotted 8.50% redeemable, listed, rated, secured non convertible debentures of a nominal value of INR 1,00,000 each on a private placement basis, aggregating to INR 538.00 crores in accordance with the Terms and Conditions ("Senior Financing") and 8.75% redeemable, listed, rated, secured non convertible debentures of a nominal value of INR 1,00,000 each on a private placement basis, aggregating to INR 177.00 crores in accordance with the Terms and Conditions ("Junior Financing"). The Debentures have the benefit of Security over the Secured Assets. The Debentures comprising the Senior Debentures are issued as Series A Debentures, comprising 10 sub series of Debentures numbered Series A1 – Series A10. The Debentures comprising the Junior Financing are issued as Series B Debentures, comprising 10 sub series of Debentures numbered Series B1 – Series B10. (a) a first ranking pari passu charge over all the Company's tangible moveable properties and assets, both present and future, except the Project Assets; (b) a first ranking pari passu charge over all bank accounts of the Issuer including without limitation, the Escrow Account (or any account in substitution thereof) and the Debt Service Reserve Account except the Distribution Account, in all funds from time to time deposited therein and in all Permitted Investments or other securities representing all amounts credited to the Escrow Account and the Debt Service Reserve Account and any other bank accounts of the Company established pursuant to the Transaction Documents, including all revenues and receivables (including Fee) of the Issuer from the Project or otherwise, provided that: (a) the same shall be applied in accordance with the waterfall of priority of payment as specified in Clause 11 of the Concession Agreement and Clause 4 of the Escrow Agreement, and shall, in no case, exceed beyond the limits set out therein; (b) the charge over the receivables shall be enforceable by the Debenture Holders or on their behalf, only for the purpose of ensuring that the receivables are credited to the Escrow Account that shall be applied in accordance with the waterfall of priority of payment specified in Clause 31 of the Concession Agreement and Clause 4 of the Escrow Agreement; (c) a first ranking pari passu charge/ assignment on all the intangible assets of the Issuer including but not limited to goodwill, rights, undertakings and uncalled capital both present and future, except the Project Assets (as such term is defined in the Concession Agreement), provided that the charge on uncalled capital shall be subject to Clause 5.3, Clause 7.1(k) and Clause 11 of Concession Agreement; (e) assignment by way of Security in: (a) all the right, title, interest, benefits, claims and demands whatsoever of the Issuer in the Project Agreements; (b) the right, title and interest of the Issuer in, to and under all the Authorisations; (c) all the right, title, interest, benefits, claims and demands whatsoever of the Issuer in any guarantees, letters of credit, including but not

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Sl No	Nature of Borrowing	Name of the SPV	Tenure	Total No of instalments	Frequency as at December 31, 2023 (MLY/QTY/HY)	Amount As at December 31, 2023	Amount As at March 31, 2023	Amount As at March 31, 2022	Amount As at March 31, 2021	Rate of Interest As at December 31, 2023	Rate of Interest As at March 31, 2023	Rate of Interest As at March 31, 2022	Rate of Interest As at March 31, 2021	Security Offered
2	Secured Term Loans:													
	from related parties	HREL	NA	0	Half yearly	-	-	210.04	210.04	0	0	0	0	Term loan from holding company is secured by second pari passu charge over all assets other than the project assets
3	Unsecured Term Loans:													Not Applicable
	from related parties	HREL	Till April 2027	2	Two bullet payment	2,229.86	2,229.86	1,921.07	1,921.07	7.50%	7.50%	12.70% - 13.25%	12.70% - 13.25%	
1	Secured - Debentures													
	from banks	PSRDCL	Till 2032	36	Quarterly	1,127.13	1,061.70	-	-	8.00%	8.00%	-	-	Secured by hypothecation of: (i) All movable, tangible and intangible assets other than the Project Assets; (ii) All the monies lying in Escrow Account into which all the investments in the Project and all Project revenues, Receivables, Cash and insurance proceeds in Project accounts, Debt Service Reserve Account and any other bank accounts relating to/connected with the Project and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to, under and in respect thereof and all monies including all cash flows and receivables and all proceeds arising from / in connection with the Project and all insurance proceeds payable into the said accounts, which have been/are deposited / credited / lying therein, all investments, assets, instruments and securities which represent amounts in the said accounts, both present and future, provided such charge over the Escrow Account shall only be to the extent permissible as per the water fall of priorities specified in the Concession Agreement and Escrow Agreement. (iii) All contractual rights, assignment rights, applicable permits, title, interest, benefits, claims and demands whatsoever of the Borrowers in, to under and or in respect of all the Project Agreements including agreements, contracts, indemnities, guarantees, and all other documents/writings in respect of the Project and all licences, security, permits, approvals and consents in respect of the Project which are now executed or hereafter to be executed and delivered by the Borrower, including, without limitation, the right to compel performance thereunder, and to be substituted for the Borrower therein, and to commence and conduct other in the name of the Borrower or in its own name or otherwise any proceedings against any Person in respect of any breach of, the Project (iv) All rights under project guarantees obtained pursuant to construction, development contract or operations contract if any relating to the project provided such assignment shall be limited to and to arise to the extent provided under the Substitution Agreement
2	Secured Term Loans:													
	from Banks	PSRDCL	Till 2032	36	Quarterly	5,157.01	4,756.33	7,366.58	7,366.58	8% / 1yr MCLR	8% + 1yr MCLR	10.95%	10.95%	
3	Unsecured - Debentures													Not Applicable
	from Others	PSRDCL	Till 2032	36	Quarterly	1,010.67	1,009.33			8%	8%			
	from related parties	PSRDCL	Till 2036	48	Quarterly	2,494.32				8%				
4	Unsecured Term Loans:													
	from Banks	PSRDCL	Till 2032	36	Quarterly	146.77	184.62	450.12	664.24	8% / 1yr MCLR	8% + 1yr MCLR	11.25%	11.25%	
	from Financial Institutions	PSRDCL	Till 2032	36	Quarterly	329.04	403.76	1,000.00	1,000.00	8% / 1yr MCLR	8% + 1yr MCLR	11.00%	11.00%	
	from related parties	PSRDCL	Till 2032	36	Quarterly	3,903.16	10,402.50	10,402.50	10,209.38	8%	11.25% to 16%	11.25% to 16%	11.25% to 16%	
1	Secured Term Loans:													
	from Banks	BAEL	Till June 2030	51	Quarterly	6,120.60	6,120.60	6,120.60	6,120.60	12%	12%	12%	12%	(i) Term loans from banks and financial institutions are secured by hypothecation of: (a) All movable, tangible and intangible assets, receivables, cash and investments created as part of the projects (b) All the monies lying in Escrow Account into which all the investments in the Project and all Project revenues and insurance proceeds are to be deposited (c) Assignment of all rights, title, benefits, claims and demands of the Borrowers under Project Agreements i.e. Concession agreement, Substitution agreement, Construction contract and operations contract, etc (d) Assignment of all rights under project guarantees obtained pursuant to development contract or operations contract, if any relating to the project (e) First ranking assignment of all contract, documents insurance contracts/insurance Proceeds Escrow Trustee to be named as loss payee), clearances and interests of the Borrower (f) Debt Service Reserve Account and any other accounts required to be created by the Borrower under any Project agreement contract
	from Financial Institutions	BAEL	Till June 2030	51	Quarterly	5,158.90	5,158.90	5,158.90	5,158.90	12%	12%	12%	12%	
	from related parties	BAEL	Till June 2030	51	Quarterly	1,311.70	1,311.70	1,311.70	1,311.70	12%	12%	12%	12%	Term loan from Holding Company is secured by way of second pari passu charge over all assets other than project assets
2	Unsecured Term Loans:													Not Applicable
	from related parties	BAEL	Commence from March 31, 2021	9	Quarterly	6,813.64	6,813.64	6,813.64	6,813.64	12% - 13%	12% - 13%	12% - 13%	12% - 13%	

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15. Trade Payables

₹ in Millions

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
Trade Payables to Micro and Small Enterprises	-	0.15	-	0.15	-	0.22	-	0.64
Trade Payables other than Micro and Small Enterprises								
-To Related Parties	-	4,462.46	-	4,762.75	-	4,876.75	-	4,943.06
-To Others	-	2,203.76	-	2,381.45	-	1,703.22	-	1,574.15
Total	-	6,666.37	-	7,144.35	-	6,580.19	-	6,517.85

15.1 Trade Payables Ageing schedule for the period ended as on December 31, 2023

Particulars	Outstanding for following periods from due date of payment					
	Not Due	Less than 1 year	1 -2 years	2 - 3 years	More than 3 years	Total
(i) MSME	-	-	0.09	-	0.06	0.15
(ii) Related Parties	-	35.16	15.73	10.53	20.53	81.95
(iii) Others	21.43	2,109.25	252.58	72.81	4,128.20	6,584.27
(iv) Disputed dues – MSME	-	-	-	-	-	-
(v)Disputed dues - Others	-	-	-	-	-	-
Total (a) + (b)	21.43	2,144.41	268.40	83.34	4,148.79	6,666.37

15.2 Trade Payables Ageing schedule for the year ended as on March 31, 2023

Particulars	Outstanding for following periods from due date of payment					
	Not Due	Less than 1 year	1 -2 years	2 - 3 years	More than 3 years	Total
(i) MSME	-	0.09	-	-	0.06	0.15
(ii) Related Parties	-	35.92	26.34	6.29	14.89	83.44
(iii) Others	3.25	1,056.88	226.89	1,408.17	4,365.56	7,060.76
(iv) Disputed dues – MSME	-	-	-	-	-	-
(v)Disputed dues - Others	-	-	-	-	-	-
Total	3.25	1,092.89	253.23	1,414.46	4,380.51	7,144.35

15.3 Trade Payables Ageing schedule for the year ended as on March 31, 2022

Particulars	Outstanding for following periods from due date of payment					
	Not Due	Less than 1 year	1 -2 years	2 - 3 years	More than 3 years	Total
(i) MSME	0.08	0.08	-	-	0.06	0.22
(ii) Related Parties	6.05	113.76	5.97	3.04	237.48	366.30
(iii) Others	7.62	444.74	49.14	4.63	5,707.53	6,213.65
(iv) Disputed dues – MSME	-	-	-	-	-	-
(v)Disputed dues - Others	-	-	-	-	-	-
Total	13.75	558.58	55.11	7.67	5,945.07	6,580.17

15.4 Trade Payables Ageing schedule for the year ended as on March 31, 2021

Particulars	Outstanding for following periods from due date of payment					
	Not Due	Less than 1 year	1 -2 years	2 - 3 years	More than 3 years	Total
(i) MSME	0.35	0.23	-	-	0.06	0.64
(ii) Related Parties	84.91	199.35	36.09	48.04	614.75	983.15
(iii) Others	9.66	87.66	23.59	2,720.15	2,692.97	5,534.02
(iv) Disputed dues – MSME	-	-	-	-	-	-
(v)Disputed dues - Others	-	-	-	-	-	-
Total	94.92	287.24	59.68	2,768.19	3,307.78	6,517.81

16. Other Financial Liabilities

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
Premium payable to authority (refer note (A) below)	5,035.77	3,527.53	5,025.10	3,014.43	4,875.80	2,352.93	4,853.37	1,742.34
Interest Accrued Secured - Others	-	110.37	-	1,303.13	-	461.58	-	182.94
Interest accrued Secured - Related Party		-						
Interest Accrued Unsecured - Others	-	98.84	-	71.88	-	43.65	-	18.15
Interest accrued Secured and Unsecured - Related Party	-	2,750.97		3,221.40		3,416.70		3,453.16
Retention Money Payable - Others	143.70	49.37	70.47	49.66	5.37	31.97	8.49	4.72
Retention Money Payable - Related Party	4.99	12.87	-	491.54	-	495.54	-	820.93
Security Deposit	-	1.22	-	0.70	-	-	-	-
Penalty Non Fastag Payable to NHAI	-	1.49	-	0.90	-	3.08	-	14.06
Other Liabilities	-	-	-	0.03	-	-		
Total	5,184.46	6,552.66	5,095.57	8,153.67	4,881.17	6,805.45	4,861.86	6,236.30

Footenote (A) : As per the terms of the concession agreement, the BAEL is required to make monthly payments towards additional concession fees (premium) to NHAI. The escrow bankers have not allowed the BAEL to make such remittance and hence the premium for the entire year could not be paid. BAEL is of the view that since it is not at default the additional interest, if any, payable in respect of the same may be recovered from the lenders and hence no provision in respect of such additional interest is considered necessary in the books. However, the company has disclosed the amount of such interest as at 31st December 2023 amounting to Rs 625.05 Mn, as at March 31, 2023 amounting to Rs. 423.08 Million, as at March 31, 2022 Rs. 254.19 Million and as at March 31, 2021 Rs 123.24 Mn as a contingent liability. Based on the management estimate that the liability shall be discharged in the coming year, resulting in change of timing of cash flows, a modification gain of Rs. 245.94 Million for the period endedDecember 31, 2023, Rs. 128.12 Million for the year ended March 31, 2023, Rs. 223.65 Million for the year ended March 31, 2022, Rs. 173.01 Million for the year ended March 31, 2021 has recognised in the statement of profit and loss. The actual impact, if any, shall crystalise in the year of payment.

Interest Over due in respect of BAEL:

Footnotes	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Secured Senior Debt - Related parties(IFIN)	17.47	17.47	17.47	17.47
Secured Senior Debt - Others	110.08	110.08	110.08	110.08
Unsecured Debt - Related parties (ITNL)	2,233.19	2,233.19	2,233.19	2,233.19
Unsecured Debt - Others				
Total	2,360.74	2,360.74	2,360.74	2,360.74

In line with NCLAT order further accrual of interest has been stopped. (Ref Note No. 14)

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17. Provisions

₹ in Millions

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
Provision for Overlay (Refer note 1 below)	924.63	1,623.73	2,117.64	199.65	1,017.23	1,285.92	1,314.46	779.09
Other Provisions	-	60.88	-	18.64	-	17.68	-	8.04
Total	924.63	1,684.61	2,117.64	218.29	1,017.23	1,303.60	1,314.46	787.13

Note :

1. Provision for Overlay/ Replacement Cost in respect of Service Concession Assets

Provision for Overlay in respect of Toll Roads maintained by the Group under Service Concession Arrangements and classified as Intangible Assets represents contractual obligations to restore an infrastructure facility to a specified level of serviceability in respect of such asset. Estimate of the provision is measured using a number of factors, such as contractual requirements, technology, expert opinions and expected price levels. Because actual cash flows can differ from estimates due to changes in laws, regulations, public expectations, technology, prices and conditions, and can take place many years in the future, the carrying amounts of provision is reviewed at regular intervals and adjusted to take account of such changes.

1a. Movement in Provision for Overlay

Particulars	As at December 31, 2023	Year end March 31, 2023	Year end March 31, 2022	Year end March 31, 2021
Balance at the beginning of the year	2,317.28	2,303.16	2,093.55	1,514.14
Adjustments on account of acquisition of subsidiaries	-	-	-	-
Provision made during the year	843.15	1,715.62	739.27	776.82
Financial Cost on Overlay	121.52	344.40	255.91	148.31
Utilised for the year	-733.61	-2,045.89	-785.57	-345.72
Balance at the end of the year	2,548.34	2,317.29	2,303.16	2,093.55
Provision for Overlay Current	1,623.73	199.65	1,285.92	779.09
Provision for Overlay Non Current	924.61	2,117.64	1,017.24	1,314.45

18. Other Current Liabilities

Particulars	As at December 31, 2023		As at March 31, 2023		As at March 31, 2022		As at March 31, 2021	
	Non Current	Current	Non Current	Current	Non Current	Current	Non Current	Current
Statutory Dues	-	65.30	-	70.64	-	72.51	-	65.29
Mobilisation Advance Received				-		0.67		0.67
Unearned Revenue	-	0.53	-	-	-	-	-	-
Other Liabilities	-	-	-	0.63	-	-	-	-
Total	-	65.83	-	71.27	-	73.18	-	65.96

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19. Revenue from Operations

₹ in Millions

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Toll Revenue	6,733.84	8,471.81	6,895.36	6,461.62
Operation and Maintenance Income	79.35	90.10	73.57	82.93
Overlay Income	204.33	200.66	80.58	229.88
Construction Income	1,174.73	679.65	-	-
Finance income	294.64	498.26	581.61	612.79
Total	8,486.89	9,940.48	7,631.12	7,387.22

20. Other Income

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Income from Utility Shifting & COS work	34.48	118.45	2.26	28.30
Interest Income earned on Financial Assets that are not designated as at Fair Value through Profit or Loss			-	-
- Interest on Bank Deposits	544.99	654.05	319.33	142.14
- Interest on Income Tax Refund / others	0.60	2.85	0.46	16.04
Gain on disposal of Property, Plant and Equipment	0.03	0.03	-	-
Excess Provisions Written Back*	8.17	1,283.30	18.31	0.01
Gain on Mutual Fund Investments	-	47.20	-	-
Miscellaneous Income	6.36	0.06	-	0.01
Modification Gain on Financial Instrument	245.94	128.12	240.72	173.01
Insurance claim received / receivable	9.34	-	-	-
Other Gains and losses				
- Net Gain/(Loss) arising on Financial Assets designated as at FVTPL	31.47	32.01	51.36	51.51
Reversal of Expected Credit Loss on Claim receivable from NHAI (Refer footnote to Note 5)	-	-	127.32	633.73
Reversal of provision for impairment of intangible asset (net) (Refer Note 39(e))	-	-	292.79	12,868.39
Total	881.38	2,266.07	1,052.55	13,913.14

* It includes, in respect of SBHL, write back of debt liabilities of Rs. 13.81 mn in FY ended March 31, 2022, being the difference between financial claim admitted and liabilities as per the books as on October 15, 2018

21. Cost of Material Consumed & Construction Cost

Particulars	For the period ended December 31, 2023	Year ended March 31, 2023	Year ended March 31, 2023	Year ended March 31, 2023
Material consumption	-	-	-	-
Changes in inventories of finished goods, work-in-progress and stock-in-trade.	-	-	-	-
Total (a)				
Construction contract costs	1,120.10	641.78	-	-
Total	1,120.10	641.78	-	-

22. Operating Expenses

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Operation and Maintenance Expenses	704.16	938.47	687.59	700.03
Provision for Overlay Expenses	975.59	1,897.25	812.21	984.92
Utility Shifting and COS Expenses	34.67	83.74	1.17	21.16
Penalty for maintenance	-	124.77	-	-
Toll plaza Expenses	-	-	52.62	50.71
Total	1,714.42	3,044.23	1,553.59	1,756.82





23. Employee benefits expense

₹ in Millions

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Salaries and Wages	-	-	-	-
Contribution to provident and other funds	-	-	-	-
Staff welfare Expenses	-	-	-	-
Total	-	-	-	-

Note :- As the SPV Group does not have any employee on its payroll , Costs are recognised based on the amounts charged to the company by the employers of the respective employees based on the period for which the said resources have provided services to the SPV Group. Disclosures required to be made in accordance with Indian Accounting Standards (Ind AS 19) on "Employee Benefits" have not been made as such costs are determined by respective employers and separate figures in respect of such resources on the deputation are not available.

24. Finance Costs

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
(a) Interest Costs				
Interest on Bank, Overdrafts, Loans and Debentures				
- Interest on Loans for fixed period *	2,741.30	3,685.98	2,510.63	2,135.80
- Interest on Debentures *	939.43	1,698.41	309.79	309.47
(b) Other Borrowing Costs				
Finance Charges	8.12	5.54	9.57	2.34
Security Trustee fees	-	-	-	-
Other Interest	0.06	0.42	0.14	0.01
Finance charges on Provision for Overlay	174.05	344.40	255.91	148.31
(d) Expected credit loss on Claims and receivables	-	53.88	159.35	145.59
(e) NHAI premium unwinding Cost	769.71	938.91	856.69	780.57
Total (a+b+c)	4,632.67	6,727.54	4,102.08	3,522.09

* During the financial year 2022-23, in case of MBEL, there has been interest rate reduction with restropective effect from 24-Dec-2021, hence an amount of Rs. 52.19 million has been reversed from financial year 2022-23 interest cost.

In view of imposition of moratorium by NCLAT vide its order dated 15th Oct 2018 , the SPV Group have not made provision for interest on funds borrowed from 15th Oct 2018 to 31st March 2021 for SBHL, PSRDCL, HREL and TRDCL. In case of SBHL, interest cost accounted in FY 2021-22. In case of HREL,TRDCL and PSRDCL interest cost accounted effective April 1, 2021 in FY 2022-23 .

In respect of BAEL, in view of imposition of moratorium by NCLAT vide its order dated 15th Oct 2018, reaffirmed vide its order dated 12th March 2020 , the company has not provided for interest from October 16, 2018 to 31 December, 2023 which approximates INR 12489.50 Million, on funds borrowed.

25. Depreciation and Amortisation Expense

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Depreciation of Property, Plant and Equipment (refer Note 2)	1.44	2.56	0.54	1.07
Amortisation of Intangible Assets (refer Note 3)	2,152.01	2,607.14	1,958.17	1,475.90
Total	2,153.45	2,609.70	1,958.71	1,476.97





26. Other Expenses

₹ in Millions

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Legal and Consultation Fees #	64.88	77.13	85.84	63.20
Deputation Cost	4.75	8.24	12.35	12.00
Travelling and Conveyance	-	0.02	0.03	0.07
Rent	0.03	0.09	-	-
Rates and Taxes	3.41	2.23	0.42	1.83
Repairs and Maintenance	1.70	0.35	2.01	-
Bank commission/ Charges	4.15	5.84	11.41	12.70
Insurance	3.72	0.10	0.17	0.22
Printing and Stationery	-	0.00	0.01	-
Directors' Fees	3.02	2.47	-	-
Payment to Auditors (Refer Note 26.1)	5.03	4.00	3.46	4.03
Corporate Social Responsibility Exp. (Refer Note 26.2)	8.65	31.91	7.27	25.14
Damages and Negative Change of Scope	-	-	31.08	288.78
Advertising Expenses	-	0.18	0.55	0.20
Security Trustee Fee	0.22	0.62	0.30	0.30
Provision for Doubtful and bad debts	1.19	108.06	2.64	18.85
Modification Loss on Financial Asset	18.87	403.25	-	87.22
Miscellaneous Expenses	3.25	3.29	3.74	7.24
Comminication Expenses	0.32	-	-	0.13
Total	123.19	647.78	161.28	521.91

in respect of SBHL, during the FY 2020-21, Company had received copy of communication from Independent Engineers (IE) confirming excess payment IE fees of Rs 7.08 mn till February 2020. Subsequent to this, since SBHL didn't received any demand notice from the authority for payment of fees to IE, the Company had created provision for reimbursement of IE Fees in the FY 2020-21. However during the financial year 2021-22, SBHL received proper communication for pending IE fees reimbursement from the Authority. Accordingly provisions created in FY 2020-21 were reversed and actual amount of reimbursement till the end of financial year 2021-22 has been accounted.

26.1 Payments to Auditors

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
a) For Audit	1.78	2.40	2.28	2.35
b) For Taxation Matters	0.30	0.48	0.60	0.42
c) For Other Services	2.50	0.88	0.38	0.83
d) For Reimbursement of Expenses	0.30	0.10	0.18	0.32
e) Goods and Services tax on above	0.14	0.14	0.02	0.11
Total	5.03	4.00	3.46	4.03

26.2 Expenditure incurred for Corporate Social Responsibility

₹ in Millions

In terms of Section 135 of the Companies Act, 2013, a Corporate Social Responsibility (CSR) Committee has been formed by the Group The areas for CSR activities as per the CSR policy are (i) Promotion of education, (ii) promoting gender equality and empowering women, (iii) reducing child mortality and improving maternal health, (iv) ensuring environmental sustainability, (v) employment enhancing vocational skills, (vi) social business projects, (vii) contribution to the Prime Minister's National Relief Fund or any other fund set up by the Central Government or the State Governments for socioeconomic development and relief and funds for the welfare of the Scheduled Castes, the Scheduled Tribes, other backward classes, minorities and women and (viii) such other matters as may be prescribed.

In line with Guidance Note on Accounting for Expenditure on Corporate Social Responsibility Activities, issued by the Institute of Chartered Accountants of India, the disclosure of the CSR expenditure during the year, is as under:

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
(a) Gross amount required to be spent by the Group during the year:	8.65	31.91	7.27	25.14
(b) Amount of Expenditure incurred for Previous year	-	2.17	-	-
(c) Amount of Expenditure incurred for Current year	-	8.95	-	23.51
(d) Total of previous years Shortfall	-	-	-	-
(e) Shortfall	8.65	20.79	7.27	1.63
Total	8.65	31.91	7.27	25.14

As per section 135(6) of the Companies Act, 2013, the unspent amount is required to be deposited in a designated bank account within 6 months of the end of the financial year. In case of SBHL, the Board of the SBHL has since passed a resolution to deposit the amount with the approved funds within stipulated time in accordance with Schedule VII of the Companies Act,2013 and Companies (Corporate Social Responsibility Policy) Rules,2014 ("the Rules") before December 31, 2022. Though SBHL has processed the payment within due date, lenders have not released the said payment, which is beyond the control of SBHL.

In respect of HREL, Company was unable to release funds towards CSR amounting to Rs. 2.17 mn during the previous years. However during financial year 2022-23, NCLT (National Company Law Tribunal) approved transfer of the Company to Roadstar Infra Investment Trust (InvIT) as a part of resolution process. During the financial year 2022-23, the Holding entity has entered into an agreement with Indian Institute of Technology, Bombay to undertake Research Projects on Pavements. HREL has spent Rs. 11.12 mn during the financial year 2022-23 including CSR amount of Rs. 2.17 mn of previous year. As a part of the said agreement, HREL is required make the donation over the period of three years. Hence, the balance amount will be paid in the current financial year.

In resepct of BAEL, Rs. 31.28 Million is the balance unspent amount carried forward since earlier years upto March 31, 2023. As per section 135(6) of the Companies Act, 2013, the unspent amount is required to be deposited in a designated bank account within 6 months of the end of the FY but in view of moratorium granted by NCLAT and Compnay is required to spend only those expenses which are required to maintain the going concern status, Company was unable to release funds towards CSR.

In resepct of PSRDCL, in accordance with Section 135(6) of the Companies Act, 2013, the Company is required to deposit the unspent amount allocated for Corporate Social Responsibility (CSR) in a designated bank account within 6 months from the end of the financial year (FY). However, due to the moratorium granted by NCLAT and the need to prioritize expenses essential for maintaining the going concern status, the Company was unable to release funds towards CSR activities during the specified period. However, following the transfer of shareholding of the Company to the InvIT after March 31, 2023, the Company is now committed to fulfilling its CSR obligations. It intends to deposit the unspent amount with the approved funds in accordance with Schedule VII of the Companies Act, 2013, and the Companies (Corporate Social Responsibility Policy) Rules, 2014 ("the Rules") before March 31, 2024.

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27. Tax Expense

27.1 Income Tax recognised in Profit or Loss

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Current Tax				
In respect of the current year	-	0.00	-	-
Adjustment of Tax pertaining to previous year	-	(369.67)	-	-
	-	(369.67)	-	-
Deferred Tax				
In respect of the current year	(51.44)	36.71	(87.86)	(477.27)
	(51.44)	36.71	(87.86)	(477.27)
Total	(51.44)	(332.96)	(87.86)	(477.27)

In case of HREL:
i) In view of change in Income Tax Act, for then existing clause (iih) of Explanation 1 to sub-section (2) of section 115JB by the Finance (No. 2) Act, 2019, w.e.f. 1-4-2020, SPV Group does not have any MAT Tax liability
ii) The Deferred Tax Assets/Liability has not been recognised as the same if provided would be reversed in the tax holiday period

27.2 The income Tax Expense for the year can be reconciled to the accounting profit /(loss) as follows:

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Accounting (loss) before Income Tax	(375.55)	(1464.50)	908.04	14022.58
Income Tax Expense calculated at 27.82%	(104.48)	(407.42)	252.62	3901.08
Tax impact due to Subsidiries Losses after Elimination of Valuation and Interest Cost (Net)	188.92	580.01	(204.59)	(4242.47)
Impact of exemption u/s 10(23FC) of the Income Tax Act, 1961 available to the Trust	(135.88)	(135.88)	(135.88)	(135.88)
Provision for Impairment (Provision for doubtful advances)	0.00	0.00	0.00	0.00
Adjustments recognised in the current year in relation to the Current Tax of prior years	-	(369.67)	-	-
Income Tax Expense reported in the Statement of Profit and Loss	(51.44)	(332.96)	(87.86)	(477.27)
Control Total	(51.44)	(332.96)	(87.86)	(477.27)

28. Earnings per unit
The Trust has acquired five SPVs against which 37,43,95,952 units have been issued against assignment of debt to respective creditors and purchase of shares to respective shareholders since financial year 2021-22. The Trust is in process of acquiring an additional SPV viz. BAEL for which certain approvals are currently pending. Units to be issued for assignment of debt to creditors of BAEL is subject to certain adjustments as provided under the agreed form Deed of Assignment and subject to Board approval of Roadstar Investment Managers Limited and IL&FS Transportation Networks Limited. Therefore, the number of units to be issued for transfer of BAEL to the Trust is currently unascertainable. As a result, disclosures related to Earnings per Unit have not been included in these combined financial statements and will be disclosed in the final placement memorandum





29.1. Categories of Financial Instruments

₹ in Millions

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Financial Assets				
Investment	623.79	592.31	1,579.61	1,528.25
Cash and Bank Balances	12,121.15	14,182.93	13,585.16	8,929.98
Trade Receivable	188.09	142.81	26.32	23.36
Other Financial Assets measured at Amortised cost	9,865.35	10,091.01	11,956.06	12,876.01
Financial liabilities				
Borrowings (including Interest Accrued)	76,767.14	79,422.40	82,283.67	79,968.43
Trade Payables	6,666.22	7,144.20	6,579.97	6,517.21
Other Financial Liabilities	8,597.60	11,874.23	11,181.40	10,897.08

29.2. Financial Risk Management Objectives

The SPV Group's fund's risk management policies are established to identify and analyse the risks faced by the fund, to set appropriate risk limits and controls, and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the fund's activities.
The Board of Directors of Investment Manager have overall responsibility for the establishment and oversight of the fund's risk management framework.
In performing its operating, investing and financing activities, the fund is exposed to the Credit risk, Liquidity risk and Market risk.

29.2 (a) Market Risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: interest rate risk, currency risk and other price risk, such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits.
There has been no change to the SPV Group's exposure to market risks or the manner in which these risks are managed and measured.

29.2 (b) Credit Risk

Credit risk is the risk that a counter party will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The SPV Group is exposed to credit risk from its investing activities including deposits with banks and other financial instruments. As at March 31, 2022, the credit risk is considered low since low transactions of the SPV Group with external parties.

29.2 (c) Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The SPV SPV Group exposure to the risk of changes in market interest rates relates primarily to the SPV SPV Group long-term debt obligations with floating interest rates.
The SPV SPV Group manages its interest rate risk by having a balanced portfolio of fixed and variable rate borrowings. The interest rate risk exposure is mainly from changes in fixed and floating interest rates. The interest rate are disclosed in the respective notes to the financial statement of the SPV SPV Group.

29.2 (d) Liquidity Risk

Liquidity risk arises from the SPV Group's inability to meet its cash flow commitments on time. SPV Group's objective is to, at all times, maintain optimum level of liquidity to meet its cash and collateral requirements. The SPV Group closely monitors its liquidity position and deploys a disciplined cash management system. SPV Group's liquidity is managed centrally with operating units forecasting their cash and liquidity requirements. Treasury pools the cash surplus from across the different operating units and then arranges to either fund the net deficit or invest the net surplus in the market.

The SPV Group manages liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by continuously monitoring forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. The endeavour of The SPV Group is to constantly improve the ratio of short term to long term maturity profile so as to minimise the risk of having to refinance the borrowing at regular short intervals.

29.2.(d) (1) Liquidity and interest risk tables

The following tables detail the SPV Group's remaining contractual maturity for its non-derivative financial liabilities with agreed repayment periods. The tables have been drawn up based on the undiscounted cash flows of financial liabilities based on the earliest date on which the SPV Group can be required to pay. The tables include both interest and principal cash flows. To the extent that interest flows are floating rate, the undiscounted amount is derived from interest rate curves at the end of the reporting period. The contractual maturity is based on the earliest date on which the SPV Group may be required to pay.

Particulars	As on December 31, 2023			As on March 31, 2023		
	Non-Interest Bearing	Variable Interest Rate Instruments	Fixed Interest Rate Instruments	Non-Interest Bearing	Variable Interest Rate Instruments	Fixed Interest Rate Instruments
Upto 1 year	714.99	13,883.75	10,316.02	1,711.60	14,703.49	11,371.39
1-3 years	6,013.71	12,821.15	5,954.12	6,009.27	12,956.99	6,266.75
3-5 years	-	16,915.06	9,757.53	-	15,709.33	10,135.95
More than 5 years	-	33,704.07	35,918.91	-	36,281.74	35,527.20
Total	6,728.70	77,324.03	61,946.57	7,720.87	79,651.55	63,301.29

Particulars	As on March 31, 2022			As on March 31, 2021		
	Non-Interest Bearing	Variable Interest Rate Instruments	Fixed Interest Rate Instruments	Non-Interest Bearing	Variable Interest Rate Instruments	Fixed Interest Rate Instruments
Upto 1 year	1,650.10	15,797.94	16,734.35	477.72	5,455.40	2,979.16
1-3 years	5,484.59	3,424.91	20,326.91	5,502.03	3,325.85	17,121.75
3-5 years	-	3,823.55	10,853.72	-	2,879.13	10,316.47
More than 5 years	1,663.54	12,700.98	45,909.55	831.77	9,996.50	50,586.91
Total	8,798.23	35,747.38	93,824.53	6,811.52	21,656.88	81,004.29

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The amounts included above for financial guarantee contracts are the maximum amounts the SPV Group could be forced to settle under the arrangement for the full guaranteed amount if that amount is claimed by the counterparty to the guarantee. Based on expectations at the end of the reporting period, the SPV Group considers that it is more likely than not that such an amount will not be payable under the arrangement. However, this estimate is subject to change depending on the probability of the counterparty claiming under the guarantee which is a function of the likelihood that the financial receivables held by the counterparty which are guaranteed suffer credit losses.

₹ in Millions

Particulars	As on December 31, 2023			As on March 31, 2023		
	Non-interest bearing	Variable interest rate instruments	Fixed interest rate instruments	Non-interest bearing	Variable interest rate instruments	Fixed interest rate instruments
Upto 1 year	633.68	-	1,191.07	875.26	-	1,092.84
1-3 years	9,344.43	-	1,996.44	8,716.06	-	1,808.59
3-5 years	-	-	770.86	-	-	1,331.63
More than 5 years	5.05	-	-	5.05	-	-
Total	9,983.16	-	3,958.37	9,596.37	-	4,233.06

Particulars	As on March 31, 2022			As on March 31, 2021		
	Non-interest bearing	Variable interest rate instruments	Fixed interest rate instruments	Non-interest bearing	Variable interest rate instruments	Fixed interest rate instruments
Upto 1 year	188.71	-	2,260.63	3,512.70	-	1,430.84
1-3 years	6,937.64	-	2,546.99	1,663.00	-	2,398.19
3-5 years	-	-	834.39	-	-	834.39
More than 5 years	4.34	-	1,568.91	4.34	-	1,568.91
Total	7,130.69	-	7,210.92	5,180.04	-	6,232.33

The amounts included above for variable interest rate instruments for both non-derivative financial assets and liabilities is subject to change if changes in variable interest rates differ to those estimates of interest rates determined at the end of the reporting period.

The following table details the SPV Group's liquidity analysis for its derivative financial instruments. The table has been drawn up based on the undiscounted contractual net cash inflows and outflows on derivative instruments that settle on a net basis, and the undiscounted gross inflows and outflows on those derivatives that require gross settlement. When the amount payable or receivable is not fixed, the amount disclosed has been determined by reference to the projected interest rates as illustrated by the yield curves at the end of the reporting period.

Particulars	As on December 31, 2023		As on March 31, 2023	
	Interest rate swaps	Cross Currency Swaps	Interest rate swaps	Cross Currency Swaps
Upto 1 year 1-3 years 3-5 years More than 5 years	NIL			

29.2 (e) Foreign currency risk management

The SPV SPV Group does not have any foreign currency exposure.

29.2 (f) Interest rate sensitivity analysis

The SPV Group manages interest rate risk by having a balanced portfolio of fixed and variable rate of interest on loans and borrowings.

The sensitivity analyses below have been determined based on the exposure to interest rates for both derivatives and non-derivative instruments at the end of the reporting period. For floating rate liabilities, the analysis is prepared assuming the amount of the liability outstanding at the end of the reporting period was outstanding for the whole year. A 50 basis point increase or decrease represents management's assessment of the reasonably possible change in interest rates.

If interest rates had been 50 basis points higher/lower and all other variables were held constant, the SPV Group's:

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
0.50% Increase in basis points- INR				
Effect on profit before tax- INR	(370.95)	(376.05)	(393.72)	(383.49)
0.50% Decrease in basis points- INR				
Effect on profit before tax- INR	370.95	376.05	393.72	383.49

29.2 (g) Other price risks

The SPV Group is exposed to equity price risks arising from equity investments which is not material.





30. Capital Management

₹ in Millions

Capital includes amount attributable to the Unit holders to ensure that it maintains an efficient capital structure and healthy capital ratios in order to support its business and maximise unitholder value. The Company manages its capital structure and makes adjustments to it, in light of changes in economic conditions or its business requirements. To maintain or adjust the capital structure, the Group may adjust the dividend payment to unitholders, return capital to unitholders or issue new units.

The Group monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt. Net debt is calculated as loans and borrowings less cash and cash equivalents.

30.1.1 Gearing Ratio

The Gearing Ratio at end of the reporting period was as follows.

Particulars	As on December 31, 2023	As on March 31, 2023	As on March 31, 2022	As on March 31, 2021
Borrowings (refer note 14)	73,806.96	74,825.98	78,361.74	76,314.18
Trade and Other Payables (refer note 15)	6,666.37	7,144.35	6,580.19	6,517.85
Other Financial Liabilities (refer note 16)	11,737.13	13,249.24	11,686.63	11,098.17
Less: Cash and Bank Balances	(12,121.15)	(14,182.93)	(13,585.16)	(8,929.98)
Net Debt (A)	80,089.32	81,036.64	83,043.41	85,000.22
Share Capital	8,801.97	8,801.97	8,801.97	8,801.97
Total Equity (B)	8,801.97	8,801.97	8,801.97	8,801.97
Gearing ratio (A / B)	9.10	9.21	9.43	9.66

In order to achieve this overall objective, the fund's capital management, amongst other things, aims to ensure that it meets financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the bank to immediately call loans and borrowings. There have been no breaches in the financial covenants of any interest-bearing borrowings in the current period





Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

31. Commitments for Expenditure

₹ in Millions

Particulars	Period ended December 31, 2023	Year ended March 31, 2023	Year ended March 31, 2022	Year ended March 31, 2021
(a) Estimated amount of contracts remaining to be executed on Capital Account and not provided for	2,944.76	3,826.99	3,608.68	3,610.92
(b) Estimated amount of contracts remaining to be executed on Operation and Maintenance and Overlay Expenses and not provided for @	15,822.98	15,126.14	14,538.98	16,188.05
(c) Estimated amount of contracts to be executed on security trusteeship fees (upto the end of repayment of last instalment of term loan)	-	4.50	1.00	1.50
Total	18,767.74	18,957.63	18,148.66	19,800.47

Note - @ Includes Operation & Maintenance Cost, which has been arrived at as per the agreement to programme management services , implementation services , construction supervision services cum O&M contract signed between SPV & EMSL.

In respect of BAEL, lenders consortium meeting held on dated March 16, 2023, approved revised total cost of Rs. 5339.30 in Mn for balance work to complete the project.

32. Contingent Liabilities

₹ in Millions

Particulars	Period ended December 31, 2023	Year ended March 31, 2023	Year ended March 31, 2022	Year ended March 31, 2021
(a) Claims against the group not acknowledged as debt	57.10	48.09	15.56	15.56
(b) Other money for which the group is contingently liable				
- Income Tax demands contested by the group	2,407.44	2,390.17	31.66	29.03
- VAT /WCT demands contested by the group	81.22	81.27	81.27	11.16
- Penalty for 'Delay in Filing Tax Audit Report for AY 2019-20	0.15	0.15	0.15	0.15
- Penalty recommended by IE	70.73	60.40	-	-
- Interest on non payment of NHAI Premium	652.05	423.08	254.19	123.24
- Claims by NHAI	290.46	290.46	423.06	310.37
- Other Tax Liability	0.05	-	-	0.05
Sub Total	3,502.10	3,245.53	790.33	474.00
Following financial implications have been identified by SBHL, which are as follows (not included above)				
a) Penalty for non appointment of Company Secretary u/s. 203(5) of Companies Act,2013	0.50	0.50	0.50	0.50
b) Penalty for non appointment of Chief Financial Officer u/s. 203(5) of Companies Act,2013	0.50	0.50	-	-
c) Not convened the Annual general Meeting for the financial year 2018-2019 within the prescribed time limit, signing of financial u/s 134(8), non-filing of INC 22, DIR-12 and DPT-3 with ROC etc	2.22	2.22	2.22	4.76
d) Penalty for non-compliance of section 135 (5) of Companies Act,2013	5.33	5.33		-
e) Stamp duty demand order by The Collector of Stamps, Moradabad for the concession agreement dated 19.02.2010 executed between MBEL and NHAI	253.40			
f) 'Stamp duty demand from office of the Collector, Jaipur	5.54			
Sub Total	267.49	8.55	2.72	5.26
As per the completion certificate provided by the Authority company was required to complete certain work as per punch list attached with "Provisional Completion Certificate ". Authority has proposed to levy penalty for non completion of certain items in the punch list.	Note 1	Note 1	59.12	43.64
Damages for delay in completion of maintenance work			-	-
Claims filed by operational creditors			-	
Sub Total	-	-	59.12	43.64
Grand Total	3,826.69	3,302.18	867.74	538.47

Note:1 In SBHL, the IE has proposed to levy penalty as per Concession Agreement for certain operation and maintenance (O&M) non compliances (Plantation etc) amounting to Rs. 73714/- per day from November 2018 till compliance of these O&M issues. Group SPV - Sikar Bikaner Highway Limited has entered into an O&M Agreement with contractor, where in, penalty, if any is levied by authority for maintenance deficiency the same will be recovered from the Contractor

Note 2: SBHL has received notice under 37 of Rajasthan Stamp Act for which hearing is yet to be scheduled.

Note 2:The IE has proposed to levy penalty as per Concession Agreement for certain operation and maintenance (O&M) non compliances. BAEL has contested the same. Further, BAEL has entered into an O&M Agreement with contractor, where in, penalty, if any levied by authority for maintenance deficiency shall be recovered from the Contractor. Hence, the BAEL does not anticipate any costs towards the same.





33 Name of the Related Parties and Description of Relationship:

The name of the related parties and nature of relationship are as identified by the management with reference to the Trust and its proposed subsidiaries which are considered for the Special Purpose Combined Financial Statements pursuant to SEBI (Infrastructure Investment Trusts) Regulations, 2014, as amended and are disclosed only with whom the Proposed Trust Group had transactions during the reported years.

a) **List of related parties**

Roadstar Infra Private Limited	Sponsor
Roadstar Investment Managers Limited	Investment Manager
Axis Trustee Services Limited	Trustee

b) Immediate Holding Company (SPV wise)

IL&FS Transportation Networks Limited	MBEL (upto 23 December 2021), SBHL (upto 21 March 2022), HREL (upto December 15, 2022), PSRDCL (upto 15 May 2023) and BAEL
Roadstar Infra Investment Trust	MBEL (w.e.f. 24 December 2021), SBHL (w.e.f. 22 March 2022), HREL (w.e.f. December 16, 2022), and PSRDCL (w.e.f. 16 May 2023)

c) Entities having Significant Influence over TRDCL

IL&FS Transportation Networks Limited	upto December 18, 2022
Roadstar Infra Investment Trust	w.e.f. December 19, 2022

d) Other related parties with whom the SPV Group have transactions during the reported years/period

Elsamex Maintenance Services Limited	Fellow subsidiary / Project Manager to the Trust
Infrastructure Leasing & Financial Services Lir	Ultimate Holding Company
IL&FS Financial Services Limited	Fellow Subsidiary
Elsamex Maintenance Services Limited	Fellow Subsidiary
Sabarmati Capital One Limited	Fellow Subsidiary
Bhopal E-Governance Limited	Fellow Subsidiary
IL&FS Cluster Development Initiative Limited	Fellow Subsidiary
IL&FS Airport Limited	Fellow Subsidiary
Sabarmati Capital One Limited	Fellow Subsidiary
ITNL Road Infrastructure Development Compa	Fellow Subsidiary
Punj Lloyd Limited	Fellow Subsidiary
Unique Waste Processing Company Limited	Fellow Subsidiary

Key Managerial Personnel (SPV wise)

MBEL:

Name	KMP	with effect from	upto
Ms. Jyotsna Matondkar	Nominee Director	28-12-2021	till date
Mr. Sachin Joshi	Nominee Director	02-06-2023	till date
Mr. LVR Kolath	Independent Director	26-02-2022	till date
Mr. Sunil Patel	Independent Director	13-01-2023	till date
Mr. Danny Samuel	Nominee Director	28-12-2021	04-10-2023
Mr. Krishna Ghag	Nominee Director	11-01-2010	28-12-2021
Ms. Shaivali Parekh	Nominee Director	16-10-2014	28-12-2021
Mr. Rajiv Dubey	Nominee Director	24-08-2016	30-04-2021
Mr. Parag Phanse	Nominee Director	19-03-2019	28-12-2021
Mr. Praveen Kumar	Manager	22-10-2019	till date
Mr. Nilesh Korde	CFO	30-03-2021	30-08-2022
Ms. Dipika Shinde	Company Secretary	27-05-2021	till date
Mr. Vijay Kini	Nominee Director	28-12-2021	11-05-2023
Mr. Sanjay Rane	Independent Director	13-01-2022	10-10-2022
Mr. Rony Gonsalves	CFO	19-04-2023	Till date





SBHL:

Name	KMP	with effect from	upto
Mr. Ajay Menon	Nominee Director	19-03-2019	22-03-2022
Mr. Rajnish Saxena	Nominee Director	18-02-2020	22-03-2022
Mr. Sachin Joshi	Nominee Director	23-07-2019	07-07-2020
Mr. Mohit Bhasin	Nominee Director	24-08-2020	22-03-2022
Mr. Manish Satnaliwala	Nominee Director	22-03-2022	06-03-2023
Ms. Jyotsna Matondkar	Nominee Director	22-03-2022	Till Date
Mr. Ashutosh Sharma	Nominee Director	22-03-2022	10-03-2023
Mr. LVR Kolath	Independent Director	29-03-2022	Till Date
Mr. Sanjay Rane	Independent Director	29-03-2022	10-10-2022
Mr. Sunil Patel	Independent Director	12-01-2023	Till Date
Mr. Vijay Kini	Nominee Director	17-03-2023	11-05-2023
Mr. Sachin Joshi	Nominee Director	17-03-2023	Till Date
Mr. Danny Samuel	Nominee Director	02-06-2023	Till Date
Ms. Shweta Chavan	Company Secretary	27-05-2021	28-02-2022
Mr. Yogendra Dhandhadia	Chief Financial Officer	30-03-2021	13-05-2022
Mr. Arshad Shaikh	Company Secretary	22-03-2022	Till Date
Mr. Anil Kumar	Manager	16-05-2022	Till Date
Mr. Tushar Patil	Chief Financial Officer	21-01-2023	Till Date

HREL:

Name	KMP	with effect from	upto
Ms. Jyotsna Matondkar	Nominee Director	20-12-2022	till date
Mr. Sachin Joshi	Nominee Director	20-12-2022	till date
Mr. Danny Samuel	Nominee Director	13-06-2023	till date
Mr. L VR Kolath	Independent Director	13-02-2023	till date
Mr. Sunil Patel	Independent Director	13-02-2023	till date
Ms. Priyanka Upadhyay	Company Secretary	12-04-2022	31-03-2023
Ms. Madhura Kale	Company Secretary	28-06-2023	till date
Mr. Vicky Masani	Chief Financial Officer	30-03-2021	till date
Mr. Amit Prakash	Manager	17-05-2022	till date
Mr. Kiran Pal Adwal	Manager	22-10-2019	10-05-2022
Mr. Vijay Kini	Nominee Director	21-01-2015	11-05-2023
Mr. Parag Phanse	Nominee Director	19-03-2019	20-12-2022
Mr. Krishna Ghag	Nominee Director	10-10-2022	20-12-2022
Mr. Mohit Bhasin	Nominee Director	12-09-2020	01-10-2022
Mr. Sachin Joshi	Nominee Director	23-07-2019	07-07-2020

PSRDCL:

Name	KMP	with effect from	upto
Mr. Krishna Ghag	Nominee Director	19-03-2019	18-05-2023
Mr. Kazim Raza Khan	Nominee Director	19-03-2019	18-05-2023
Ms. Shavali Parekh	Nominee Director	19-03-2019	07-03-2022
Mr. Sachin Joshi	Nominee Director	24-03-2022	Till Date
Mr. Danny Samuel	Nominee Director	18-05-2023	Till Date
Ms. Jyotsna Matondkar	Nominee Director	18-05-2023	Till Date
Mr. Chandrashekar S. Payannavar	Independent Director	31-07-2023	Till Date
Mr. Sunil Patel	Independent Director	31-07-2023	Till Date
Mr. Mukesh Ranga	Company Secretary	22-07-2015	11-02-2022
Mr. Ravikumar Praveen	Manager	10-05-2017	09-05-2023
Ms. Disha Thakkar	Company Secretary	13-04-2022	30-09-2022
Mr. Dinesh Shahi	Manager	05-09-2022	Till Date
Ms. Sambhavna Verhani	Company Secretary	19-04-2023	19-07-2023

BAEL

Name	KMP	with effect from	upto
Mr. Ajay Menon	Nominee Director	17-07-2013	till date
Rajnish Saxena	Nominee Director	19-03-2019	till date
Mr Sachin Joshi	Nominee Director	24-03-2022	till date
Ms. Shaivali Parekh	Nominee Director	19-03-2019	07-03-2022
Mr. Saikat Kar	Manager	22-09-2023	till date
Mr. Rakesh Thakur	Manager	22-09-2022	08-01-2023
Mr. Malay Kumar Datta	Manager	22-10-2019	03-08-2022
Riya Devulkar	Company Secretary	09-08-2021	till date
Amit Kumar Agarwal	Chief Financial Officer	11-10-2021	till date
SUNIL VENKATI KONDIKOPULLA	Chief Financial Officer	30-03-2021	12-07-2021





Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

33 (a) Balances and Transactions with Above Mentioned Related Parties for the period ended December 31, 2023

₹ in Millions

Particulars	RIIT	ILFS	ITNL	IFIN	ESML	Sabarmati	Key Management personnel and relatives	Total
Balances:								
Equity share capital	6,045.69	-	2,756.41	-	-	-	-	8,802.10
Sub Debts- Long term Borrowings	4,291.31	-	6,693.50	-	-	-	-	10,984.81
Term loans	14,136.72	-	120.14	1,311.70	-	-	-	15,568.56
Trade Payables	-	-	4,032.41	-	402.84	-	-	4,435.25
Interest accrued but not due	369.09	-	2,233.19	17.47	-	-	-	2,619.75
Retention money payable	-	-	-	-	17.87	-	-	17.87
Reimbursement of Expenses - Payable	-	-	-	4.95	-	-	-	4.95
Damage charges (Receivable)	-	-	5.28	-		-	-	5.28
Security Deposit received					0.45			0.45
Professional Fees - Payable (ILFS)	-	12.84	-	-	-	-	-	12.84
Provision for expenses	-	-	-	-	9.64	-	-	9.64
Debentures - Non Convertible	7,494.32	-	-	-	-	-	-	7,494.32

Particulars	RIIT	ILFS	ITNL	IFIN	ESML	Sabarmati	Key Management personnel and relatives	Total
Transactions:								
Operation and maintenance	-	-	-	-	454.36	-	-	454.36
Overlay Expenses	-	-	-	-	109.71	-	-	109.71
Project management fees (Tolling)	-	-	-	-	20.31	-	-	20.31
Insurance	-	-	-	-	0.38	-	-	0.38
Interest Loan	1,188.73	-	-	-	-	-	-	1,188.73
Interest NCDs	364.32					-		364.32
Loan Repaid	980.38	-	-	-	-	-	-	980.38
Supervision Charges	-	-	-	-	10.31	-	-	10.31
Insurance Claim Payable	-	-	-	-	0.08	-	-	0.08
Security Deposit Received	-	-	-	-	0.45	-	-	0.45
Interest Excess paid Recoverable w/off	-	-	-	-	-	0.39	-	0.39
Major Maintenance	-	-	-	-	-	-	-	-
Director's fees								
Ajay Menon	-	-	-	-	-	-	0.07	0.07
Rajnish Saxena	-	-	-	-	-	-	0.07	0.07
Sachin Joshi	-	-	-	-	-	-	0.34	0.34
Danny Samuel	-	-	-	-	-	-	0.31	0.31
Jyotsna Matondkar	-	-	-	-	-	-	0.27	0.27
LIJU V RAJAN KOLATH	-	-	-	-	-	-	0.46	0.46
Sunil Patel	-	-	-	-	-	-	0.46	0.46
Vijay Kini	-	-	-	-	-	-	0.04	0.04

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Roadstar Infra Investment Trust

Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

33 (b) Balances and Transactions with Above Mentioned Related Parties for the year ended March 31, 2023

₹ in Millions

Particulars	RIIT	ILFS	ITNL	IFIN	ESML	ICDL	Sabarmati	UPWL	Key Management personnel and relatives	Total
Balances:										
Equity share capital	4,445.69	-	4,356.41	-	-	-	-	-	-	8,802.10
Sub Debts- Long term Borrowings	-	-	6,693.50	-	-	-	-	-	-	6,693.50
STL - Short term Borrowings	14,525.84	2,694.12	3,775.53	4,027.20	72.32	812.50	525.00	-	-	26,432.50
Trade Payables	-	-	4,401.89	-	270.74	-	-	-	-	4,672.63
Interest accrued	54.79	204.26	2,495.51	227.45	-	66.62	41.55	-	-	3,090.18
Mobilisation Advance	-	-	-	-	8.78	-	-	-	-	8.78
Trade Receivables	-	-	31.89	-	-	-	-	-	-	31.89
Retention Money Payable	-	-	486.75	-	15.22	-	-	-	-	501.97
Reimbursement of Expenses - Payable	-	-	-	4.95	-	-	-	-	-	4.95
Professional Fees - Payable (ILFS)	-	12.84	-	-	-	-	-	-	-	12.84
Interest On STL Payables	-	-	-	-	-	-	-	0.39	-	0.39

Transactions with Above Mentioned Related Parties

Particulars	RIIT	ILFS	ITNL	IFIN	ESML	ICDL	Sabarmati	UPWL	Key Management personnel and relatives	Total
Transactions:										
Deputation Cost	-	-	9.79	-	-	-	-	-	-	9.79
Operation and maintenance	-	-	-	-	749.18	-	-	-	-	749.18
Tolling fees	-	-	-	-	45.84	-	-	-	-	45.84
Overlay Expenses	-	-	-	-	126.43	-	-	-	-	126.43
Project management fees (Tolling)	-	-	-	-	33.16	-	-	-	-	33.16
Insurance	-	-	-	-	10.97	-	-	-	-	10.97
Interest	1,056.69	-	-	-	-	-	-	-	-	1,056.69
Loan Repaid	473.06	-	-	-	-	-	-	-	-	473.06
Loan Taken	2,529.86	-	-	-	-	-	-	-	-	2,529.86
Credit note Insurance/Project Management fees	-	-	-	-	1.08	-	-	-	-	1.08
Supervision Charges	-	-	-	-	33.85	-	-	-	-	33.85
Reimbursement of Expenses	-	-	-	-	5.25	-	-	-	-	5.25
Insurance Claim Payable	-	-	-	-	1.17	-	-	-	-	1.17
Advertising Expenses	-	-	-	-	0.25	-	-	-	-	0.25
Interest payable transferred to Loan	-	-	179.84	-	-	-	-	-	-	179.84
Trade Receivable adjusted against loan	-	-	36.47	-	-	-	-	-	-	36.47
Loans Payable Written back	-	-	1,075.74	-	-	-	-	-	-	1,075.74
Interest on Loan Payable Written back	-	-	87.80	-	-	-	-	-	-	87.80
Trade Payable Written Back	-	2.56	83.44	3.31	-	-	-	-	-	89.31
Damage charges recoverable	-	-	5.28	-	-	-	-	-	-	5.28
Director's fees										
Ajay Menon	-	-	-	-	-	-	-	-	0.07	0.07
Rajnish Saxena	-	-	-	-	-	-	-	-	0.05	0.05
Sachin Joshi	-	-	-	-	-	-	-	-	0.07	0.07
Vijay Kini	-	-	-	-	-	-	-	-	0.31	0.31
Jyotsna Matondkar	-	-	-	-	-	-	-	-	0.09	0.09
Mohit Bhasin	-	-	-	-	-	-	-	-	0.03	0.03
Krishna Ghag	-	-	-	-	-	-	-	-	0.11	0.11
LIJU V RAJAN KOLATH	-	-	-	-	-	-	-	-	0.04	0.04
Sunil Patel	-	-	-	-	-	-	-	-	0.04	0.04
Sachin Joshi	-	-	-	-	-	-	-	-	0.13	0.13
Parag Phanse	-	-	-	-	-	-	-	-	0.12	0.12
Sanjay Rane	-	-	-	-	-	-	-	-	0.19	0.19
Sunil Hemchand Patel	-	-	-	-	-	-	-	-	0.06	0.06
Liju Varughese Rajan Kolath	-	-	-	-	-	-	-	-	0.17	0.17
Danny Samuel	-	-	-	-	-	-	-	-	0.04	0.04
Jyotsna Matondkar	-	-	-	-	-	-	-	-	0.10	0.10
Manish Kumar Satnaliwala	-	-	-	-	-	-	-	-	0.06	0.06
Ashutosh Sharma	-	-	-	-	-	-	-	-	0.06	0.06

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Roadstar Infra Investment Trust

Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

33 (c) Balances and Transactions with Above Mentioned Related Parties for the year ended March 31, 2022

₹ in Millions

Particulars	RIIT	ILFS	ITNL	IFIN	ESML	SCOL	ICDL	IAL	Sabarmati	UPWL	Key Management personnel and relatives	Total
Balances:												
Equity Share Capital	3,135.69	-	5,344.87	-	-	-	-	-	-	-	-	8,480.56
Sub Debts- Long term Borrowings	-	-	8,673.50	-	-	-	-	-	-	-	-	8,673.50
STL - Short term Borrowings	12,469.04	2,694.12	5,074.86	4,027.20	-	-	812.50	-	525.00	-	-	25,602.72
Trade Payables	-	7.79	4,643.26	10.10	156.42	-	-	-	24.29	-	-	4,841.86
Interest Accrued	12.27	196.60	2,762.16	216.33	-	-	66.09	-	39.73	-	-	3,293.18
Trade Receivables	-	-	63.08	-	-	-	-	-	-	-	-	63.08
Retention Money Payable	-	-	486.75	-	26.54	-	-	-	-	-	-	513.29
Reimbursement of Expenses - Payable	-	-	-	4.95	-	-	-	-	-	-	-	4.95
Other Assets	-	-	-	-	0.49	-	-	-	-	-	-	0.49
Professional Fees - Payable (ILFS)	-	12.84	-	-	-	-	-	-	-	-	-	12.84
Interest Excess paid Recoverable	-	-	-	-	-	-	-	-	-	0.39	-	0.39
Project Management Fees - Provision for Credit note	-	-	-	-	-0.66	-	-	-	-	-	-	-0.66

Transactions with Above Mentioned Related Parties

Particulars	RIIT	ILFS	ITNL	IFIN	ESML	SCOL	ICDL	IAL	Sabarmati	UPWL	Key Management personnel and relatives	Total
Transactions:												
Deputation Cost	-	-	14.24	-	-	-	-	-	-	-	-	14.24
Operation and maintenance	-	-	209.44	-	406.36	-	-	-	-	-	-	615.80
Operation and maintenance - Credit Note	-	-	-19.47	-	-	-	-	-	-	-	-	-19.47
Tolling Fees	-	-	-	-	52.62	-	-	-	-	-	-	52.62
Overlay Expenses	-	-	33.56	-	-	-	-	-	-	-	-	33.56
Project management Fees (Tolling)	-	-	0.66	-	37.39	-	-	-	-	-	-	38.05
Project management Fees Credit Notes	-	-	-0.66	-	-	-	-	-	-	-	-	-0.66
Insurance	-	-	0.70	-	7.61	-	-	-	-	-	-	8.31
Interest Expenses	244.57	369.13	9.15	166.82	-	54.47	56.54	17.08	-	-	-	917.76
Loan Repaid	36.72	5,685.68	142.66	2,601.66	-	849.50	881.82	266.32	-	-	-	10,464.36
Loan Taken	10,427.64	-	-	-	-	-	-	-	-	-	-	10,427.64
Credit Note Insurance	-	-	0.13	-	0.44	-	-	-	-	-	-	0.57
Supervision Charges	-	-	1.78	-	9.17	-	-	-	-	-	-	10.95
Reimbursement of Expenses	-	-	0.26	-	11.59	-	-	-	-	-	-	11.85
Insurance Claim Payable	-	-	0.40	-	-	-	-	-	-	-	-	0.40
Professional Fees	-	-	-	-	2.84	-	-	-	-	-	-	2.84
Advertising Expenses	-	-	-	-	0.22	-	-	-	-	-	-	0.22
	10,708.93	6,054.81	392.84	2,768.48	528.25	903.97	938.36	283.40	-	-	-	22,579.03

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Roadstar Infra Investment Trust

Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

33 (d) Balances and Transactions with Above Mentioned Related Parties for the year ended March 31, 2021

₹ in Millions

Particulars	ILFS	ITNL	IFIN	ESML	SCOL	BEGL	ICDL	IAL	UPWL	Sabarmati	Elsamex	IRIDCL	PLL	Key Management personnel and relatives	Total
Equity share capital	-	8,650.99	-	-	-	-	-	-	-	-	-	-	170.30	-	8,821.29
Deemed Equity	-	1,586.35	-	-	-	-	-	-	-	-	-	-	-	-	1,586.35
Sub Debts- Long term Borrowings	-	9,017.00	-	-	-	-	-	-	-	-	-	-	-	-	9,017.00
STL - Short term Borrowings	9,205.70	5,481.21	5,683.62	-	852.49	-	1,697.43	267.26	-	525.00	-	-	-	-	23,712.71
Trade Payables	7.79	4,974.99	10.10	122.36	-	-	-	-	-	-	20.20	0.00	-	-	5,135.44
Interest accrued but not due	273.41	3,448.77	218.45	-	-	7.71	66.09	-	-0.39	39.73	-	-	-	-	4,053.77
Trade receivables	-	51.43	-	-	-	-	-	-	-	-	-	-	-	-	51.43
Retention money payable	-	820.93	-	21.36	-	-	-	-	-	-	-	-	-	-	842.29
Loan taken	-	-	1,311.70	-	-	-	-	-	-	-	-	-	-	-	1,311.70
Reimbursement of Expenses - Payable	-	-	4.95	-	-	-	-	-	-	-	-	-	-	-	4.95
Other assets	-	-	-	0.12	-	-	-	-	-	-	-	-	-	-	0.12
Professional Fees - Payable (ILFS)	12.84	-	-	-	-	-	-	-	-	-	-	-	-	-	12.84
Director Fees															
Kamalakant Chaubal	-	-	-	-	-	-	-	-	-	-	-	-	-	0.04	0.04
Goutam Mukherjee	-	-	-	-	-	-	-	-	-	-	-	-	-	0.04	0.04
	9,499.74	**34,031.68**	**7,228.83**	**143.84**	**852.49**	**7.71**	**1,763.52**	**267.26**	**-0.39**	**564.73**	**20.20**	**0.00**	**170.30**	**0.07**	**54,549.98**

Transactions with Above Mentioned Related Parties

Particulars	ILFS	ITNL	IFIN	ESML	SCOL	BEGL	ICDL	IAL	UPWL	Sabarmati	Elsamex	IRIDCL	PLL	Key Management personnel and relatives	Total
Deputation Cost	-	11.77	-	-	-	-	-	-	-	-	-	-	-	-	11.77
Construction Cost	-	3.90	-	-	-	-	-	-	-	-	-	-	-	-	3.90
Utility Shifting Works	-	2.18	-	-	-	-	-	-	-	-	-	-	-	-	2.18
Operation and maintenance	-	247.28	-	310.61	-	-	-	-	-	-	41.29	-	-	-	599.18
Operation and maintenance - Credit Note	-	-6.44	-	-	-	-	-	-	-	-	-	-	-	-	-6.44
Tolling fees	-	-	-	-	-	-	-	-	-	-	50.71	-	-	-	50.71
Overlay Expenses	-	58.43	-	293.39	-	-	-	-	-	-	-	-	-	-	351.82
Project management fees (Tolling)	-	-	-	35.49	-	-	-	-	-	-	-	-	-	-	35.49
OPE	-	-	0.02	-	-	-	-	-	-	-	-	-	-	-	0.02
Insurance	-	-	-	19.16	-	-	-	-	-	-	-	-	-	-	19.16
Interest	500.03	12.55	228.80	-	74.71	-	77.55	23.42	-	-	-	-	-	-	917.06
Loan Repaid	14.30	0.36	6.54	-	2.14	-	2.22	0.67	-	-	-	-	-	-	26.23
Credit note Insurance	-	-3.03	-	-	-	-	-	-	-	-	-	-	-	-	-3.03
Transfer of Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	0.00	-	-	0.00
Insurance Claim Payable	-	0.91	-	-	-	-	-	-	-	-	-	-	-	-	0.91
	514.33	**327.91**	**235.37**	**658.65**	**76.85**	**-**	**79.77**	**24.09**	**-**	**-**	**92.00**	**0.00**	**-**	**-**	**2,008.96**

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Roadstar Infra Investment Trust

Roadstar Infra Investment Trust
34. Disclosures Pursuant to SEBI Circulars
(SEBI Circular No. CIR/IMD/DF/114/2016 dated 20-Oct-2016 and No. CIR/IMD/DF/127/2016 dated 29-Nov-2016)

A *Project wise operating cash flows for the nine months ended 31 December 2023:*

₹ in Millions

Particulars	Moradabad Bareilly Expressway Limited	Sikar Bikaner Highways Limited	Hazaribagh Ranchi Expressway Limited	Thiruvananthapuram Road Development Company Limited	Pune Sholapur Road Development Company	Barwa Adda Expressway Limited
Profit / (Loss) for the year	(292.84)	(356.60)	6.76	(4.68)	(657.66)	976.22
Adjustments for:						
Income Tax Expense						
Depreciation and Amortisation Expense	733.53	197.10	-	-	717.32	505.50
Net Gain/(Loss) arising on Financial Assets designated as at FVTPL	-	-	(31.47)	-	-	-
Finance Costs recognised in Profit or Loss	1,845.87	386.22	300.01	49.04	1,156.59	769.93
Interest Income recognised in Profit or Loss	(24.59)	(22.15)	-	(2.60)	(99.62)	(398.63)
Reversal of Provision for Impairment	(0.00)	-	-	-	-	-
(Loss) / Gain on disposal of property, plant	-	-	-	-	(0.03)	-
Provision for doubtful debts and receivables	0.39	-	0.80	10.32	-	
Operation and Maintenance Income	-	-	(79.35)	-	-	-
Finance Income	-	-	(294.64)	(55.63)	-	-
Overlay Income	-	-	(204.33)	(41.90)	-	-
Receipt of Annuities	-	-	685.71	76.27	-	-
Liabilities written back	(7.84)	-	-	-	(0.33)	-
(Gain) /Loss Modification on Financial Instrument	-	-	18.87	(1.37)	-	(245.94)
Provision for Overlay (Net)	131.31	338.55	-	-	320.75	174.06
Provision of Deferred Taxes Asset/Liability	-	(51.44)	-	-	-	-
Operating profit before working capital changes and other adjustments	**2,385.83**	**491.68**	**402.36**	**29.45**	**1,437.02**	**1,781.14**
Working capital changes and other adjustmen	(94.36)	(3.05)	4.42	(28.85)	36.40	(116.25)
Cash flow from operating activities post	**2,291.47**	**488.63**	**406.78**	**0.60**	**1,473.42**	**1,664.89**
Income tax paid (net)	(2.67)	(2.22)	(12.82)	(1.15)	(8.61)	(22.79)
Net cash generated from operating activities	**2,288.80**	**486.41**	**393.96**	**(0.55)**	**1,464.81**	**1,642.10**

Project wise operating cash flows for the year ended 31 March 2023:

₹ in Millions

Particulars	Moradabad Bareilly Expressway Limited	Sikar Bikaner Highways Limited	Hazaribagh Ranchi Expressway Limited	Thiruvananthapuram Road Development Company Limited	Pune Sholapur Road Development Company	Barwa Adda Expressway Limited
Profit / (Loss) for the year	(851.87)	(539.58)	308.76	1,845.03	(916.69)	867.86
Adjustments for:						
Depreciation and Amortisation Expense	904.73	257.51			838.73	608.73
(Loss) / Gain on disposal of property, plant and equipment					(0.01)	
Net Gain/(Loss) arising on Financial Assets designated as at FVTPL			(32.01)			
Finance Costs recognised in Profit or Loss	2,219.33	567.02	1,082.28	73.36	1,521.30	992.79
Interest Income recognised in Profit or Loss	-38.24	(54.54)	(78.94)	(15.71)	(159.23)	(323.10)
Provision for doubtful debts and receivables			108.03	397.73		
Operation and Maintenance Income			(90.10)			
Liabilities written back	-0.22		(1,252.84)	(2,020.38)	(27.43)	(2.81)
Finance Income			(498.26)	(108.64)		
Overlay Income			(200.66)	(159.55)		
Receipt of Annuities			1,785.36	352.33		
(Gain) /Loss Modification on Financial Instrument			403.25	(159.70)		(128.12)
Provision for Overlay (Net)	874.62	319.60			239.54	626.26
Provision of Deferred Taxes Asset/Liability		36.71				
Operating profit before working capital changes and other adjustments	**3,108.35**	**586.72**	**1,534.87**	**204.46**	**1,496.21**	**2,641.61**
Working capital changes and other adjustmen	178.27	20.07	-110.31	(0.69)	-381.95	504.19
Cash flow from operating activities post working capital changes	**3,286.62**	**606.79**	**1,424.55**	**203.77**	**1,114.26**	**3,145.80**
Income tax paid (net)	1.32	(2.05)	(29.85)	3.75	(6.82)	(392.23)
Net cash generated from operating activities	**3,287.94**	**604.74**	**1,394.70**	**207.52**	**1,107.44**	**2,753.57**





Project wise operating cash flows for the year ended 31 March 2022:

₹ in Millions

Particulars	Moradabad Bareilly Expressway Limited	Sikar Bikaner Highways Limited	Hazaribagh Ranchi Expressway Limited	Thiruvananthapuram Road Development Company Limited	Pune Sholapur Road Development Company	Barwa Adda Expressway Limited
Profit / (Loss) for the year	(924.89)	(61.45)	686.74	125.14	720.56	574.91
Adjustments for:						
Depreciation and Amortisation Expense	763.23	206.54			435.35	553.59
Net Gain/(Loss) arising on Financial Assets designated as at FVTPL			(51.36)			
Finance Costs recognised in Profit or Loss	2,464.90	361.32	0.24	9.86	3.27	1,016.04
Interest Income recognised in Profit or Loss	(27.57)	(32.51)	(53.77)	(10.24)	(96.83)	(108.65)
Reversal of Provision for Impairment	(0.00)	(292.79)				
Write back of Debt Liabilities	(0.30)	(18.02)				
Operation and Maintenance Income			(73.57)			
Finance Income			(581.61)	(128.78)		
Overlay Income			(80.58)	(133.30)		
Receipt of Annuities			1,651.76	258.38		
(Gain) /Loss Modification on Financial Instrument			(17.06)	17.54		(223.65)
Provision for Overlay (Net)	227.49	194.80			305.12	267.76
Provision of Deferred Taxes Asset/Liability		(87.86)				
Expenses towards damage & negative change of scope	21.9568		9.12			
Operating profit before working capital changes and other adjustments	**2,524.82**	**270.03**	**1,489.91**	**138.60**	**1,367.47**	**2,080.00**
Working capital changes and other adjustmen	(29.05)	13.97	(39.54)	(23.27)	(434.44)	(253.28)
Cash flow from operating activities post working capital changes	**2,495.77**	**284.00**	**1,450.37**	**115.33**	**933.03**	**1,826.72**
Income tax paid (net)	(1.86)		(31.50)	(8.39)	(1.58)	(9.00)
Net cash generated from operating activities	**2,493.91**	**284.00**	**1,418.87**	**106.94**	**931.45**	**1,817.72**

Project wise operating cash flows for the year ended 31 March 2021:

₹ in Millions

Particulars	Moradabad Bareilly Expressway Limited	Sikar Bikaner Highways Limited	Hazaribagh Ranchi Expressway Limited	Thiruvananthapuram Road Development Company Limited	Pune Sholapur Road Development Company	Barwa Adda Expressway Limited
Profit / (Loss) for the year	4,034.21	4,360.32	334.59	(61.35)	5,456.21	314.51
Adjustments for:						
Depreciation and Amortisation Expense	567.84	98.30			271.09	539.73
Net Gain/(Loss) arising on Financial Assets designated as at FVTPL			(51.51)			
Finance Costs recognised in Profit or Loss	2,477.72	0.15	0.24	5.18	1.62	893.71
Interest Income recognised in Profit or Loss	(22.72)	(23.22)	(29.85)	(7.17)	(64.19)	(2.16)
Reversal of Provision for Impairment	(4,894.66)	(3,577.63)			(4,396.10)	
Operation and Maintenance Income			(82.92)			
Finance Income			(612.79)			
Overlay Income			(229.88)			
Receipt of Annuities			9.61			
(Gain) /Loss Modification on Financial Instrument			87.22	163.34		(173.01)
Provision for Overlay (Net)	194.19	(36.59)			389.47	378.05
Expected credit losses on other financial assets (net)					(520.59)	
Provision of Deferred Taxes Asset/Liability		(477.27)				
Expenses towards damage & negative change of scope			288.78			
Other Income						
Operating profit before working capital changes and other adjustments	**2,356.58**	**344.06**	**(286.51)**	**100.00**	**1,137.51**	**1,950.83**
Working capital changes and other adjustmen	32.08	5.04	38.60	4.85	(165.09)	(325.90)
Cash flow from operating activities post working capital changes	**2,388.66**	**349.10**	**(247.91)**	**104.85**	**972.42**	**1,624.93**
Income tax paid (net)	138.89		49.52	(6.83)	(3.33)	(0.16)
Net cash generated from operating activities	**2,527.55**	**349.10**	**(198.39)**	**98.02**	**969.09**	**1,624.77**





B **Capitalisation statement**

₹ in Millions

Particulars	Pre-issue as at 31 December 2023	As adjusted for Issue (refer note 1)
Non-current borrowings (refer note 14)	67,585.62	
Current maturities of non-current borrowings (refer note 14)	6,221.35	
Interest accrued on borrowings (refer note 16)	2,960.18	
Less: Cash and cash equivalent, Bank balances other than cash and cash equivalents net of restricted deposits and deposits with banks* (Refer note 9)	(11,247.51)	
Total Debt of SPV Group (A)	65,519.64	-
Equity share capital (refer note 12)	8,801.97	-
Other equity (refer note 13)	(21,291.23)	
Total Equity of SPV Group (B)	(12,489.26)	-
Debt equity ratio [A/(A+B)]	1.24	-

Note 1 Corresponding details post initial issue are not available as of now, hence the required disclosures in respect of the same have not been provided in the above table

*Cash and cash equivalents has been considered after excluding restricted deposits amounting Rs 873.64 million





C Debt payment history

Moradabad Bareilly Expressway Limited

₹ In Millions

Particulars	As at 31 December 2023			As at 31 March 2023			As at 31 March 2022			As at 31 March 2021		
	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties
Carrying amount of debt at the beginning of the period/year	11,701.01	3,536.99	10,233.56	11,777.13	3,492.79	10,548.20	11,763.54	3,467.26	10,562.83	11,710.15	3,443.77	10,537.54
Additional borrowings during the period/year												
Repayments during the period/year	(275.17)	(4.91)	-	(242.56)	(3.55)	(157.35)	(6.34)	(30.59)	(124.95)	(30.32)	(3.55)	(26.21)
Other adjustments / settlements during the period/year - Unwinding of interest				166.44	47.75	(157.29)	19.92	56.12	110.32	83.71	27.04	51.50
- Conversion of payables into loan												
Carrying amount of debt at the end of the period/year	11,425.84	3,532.07	10,233.56	11,701.01	3,536.99	10,233.56	11,777.13	3,492.79	10,548.20	11,763.54	3,467.26	10,562.83
Interest paid during the period/year	1530.37			2170.11			2278.54			2385.71		

Sikar Bikaner Highways Limited

₹ in Millions

Particulars	As at 31 December 2023			As at 31 March 2023			As at 31 March 2022			As at 31 March 2021		
	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties
Carrying amount of debt at the beginning of the period/year	3,782.72	-	2,062.42	4,257.75	-	2,078.12	4,224.00	-	88.78	4,224.00		88.78
Additional borrowings during the period/year												
Repayments during the period/year	(29.69)	-	(0.97)	(475.03)	-	(15.70)	-	-	-	-	-	-
Other adjustments / settlements during the period/year - Unwinding of interest												
- Conversion of payables into loan							33.75		1,989.34			
Carrying amount of debt at the end of the period/year	3,753.03		2,061.44	3,782.72		2,062.42	4,257.75		2,078.12	4,224.00		88.78
Interest paid during the period/year	355.77			852.65			0			0		

Hazaribagh Ranchi Expressway Limited

₹ in Millions

Particulars	As at 31 December 2023			As at 31 March 2023			As at 31 March 2022			As at 31 March 2021		
	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties
Carrying amount of debt at the beginning of the period/year	-	2,940.55	2,229.86	-	5,835.83	2,131.11	-	5,835.83	2,131.11		5,835.83	2,131.11
Additional borrowings during the period/year												
Repayments during the period/year	-	(609.92)	-	-	(3,070.00)	(125.28)	-	-	-	-	-	-
Other adjustments / settlements during the period/year - Unwinding of interest												
- Conversion of payables into loan (net)					174.72	224.03						
Carrying amount of debt at the end of the period/year		2,330.64	2,229.86		2,940.55	2,229.86		5,835.83	2,131.11		5,835.83	2,131.11
Interest paid during the period/year	322.59			851.58			0			0		

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Roadstar Infra Investment Trust

C Debt payment history

Thiruvananthapuram Road Development Company Limited

₹ in Millions

Particulars	As at 31 December 2023			As at 31 March 2023			As at 31 March 2022			As at 31 March 2021		
	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties
Carrying amount of debt at the beginning of the period/year	-	-	804.58	367.64	-	1,875.21	367.64	-	1,875.21	344.90		1,875.21
Additional borrowings during the period/year												
Repayments during the period/year	-	-	-	(333.72)	-	-	-	-	-	22.74	-	-
Other adjustments / settlements during the period/year - Unwinding of interest												
- Conversion of payables into loan / Write back (net)				(33.92)		(1,070.63)						
Carrying amount of debt at the end of the period/year			804.58	-	-	804.58	367.64		1,875.21	367.64		1,875.21
Interest paid during the period/year	48.64			71.35			0			0		

Pune Sholapur Road Development Company

₹ in Millions

Particulars	As at 31 December 2023			As at 31 March 2023			As at 31 March 2022			As at 31 March 2021		
	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties
Carrying amount of debt at the beginning of the period/year	6,844.71	2,070.03	10,402.50	8,816.70	-	10,402.50	9,010.82	-	10,208.38	9,010.82		10,208.38
Additional borrowings during the period/year												
Repayments during the period/year	(1,220.88)	43.38	(832.77)	-	-	-	(194.12)	-	194.12	-	-	-
Other adjustments / settlements during the period/year - Unwinding of interest	-	84.20	217.35		305.13							
- Conversion of payables into loan / Write back (net)	-		1,610.39	(1,972.00)	1,764.90							
Carrying amount of debt at the end of the period/year	5,623.82	2,197.61	11,397.48	6,844.71	2,070.03	10,402.50	8,816.70		10,402.50	9,010.82		10,208.38
Interest paid during the period/year	1837.49			0			0			0		

Barwa Adda Expressway Limited

₹ in Millions

Particulars	As at 31 December 2023			As at 31 March 2023			As at 31 March 2022			As at 31 March 2021		
	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties	Term Loan	Non-convertible debentures	Loans from related parties
Carrying amount of debt at the beginning of the period/year	11,279.50	-	8,125.34	11,279.50	-	8,125.34	11,279.50	-	8,125.34	11,279.50		8,125.34
Additional borrowings during the period/year												
Repayments during the period/year	-	-	-	-	-	-	-	-	-	-	-	-
Other adjustments / settlements during the period/year - Unwinding of interest												
- Conversion of payables into loan												
Carrying amount of debt at the end of the period/year	11,279.50		8,125.34	11,279.50		8,125.34	11,279.50		8,125.34	11,279.50		8,125.34
Interest paid during the period/year	0			0			0			0		

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D Statement of net assets at fair value : #

₹ in Millions

Particulars	As at December 31, 2023		As at 31 March 2023	
	Book Value	Fair Value	Book Value	Fair Value
A. Assets	82,447.18	84,247.60	85,512.52	87,268.40
B. Liabilities (at book value)	94,885.54	94,885.54	97,626.77	97,626.77
C. Net Assets (A-B)	**(12,438.36)**	**(10,637.94)**	**(12,114.25)**	**(10,358.37)**

Fair values of total assets relating to the SPV Group as at 31 December 2023 and at st 31 March 2023 as disclosed above are solely based on the fair valuation report of the independent valuer appointed under SEBI (Infrastructure Investment Trusts) Regulations, 2014

Note:

Project wise break up of fair value of assets *: ₹ in Millions

Particulars	As at December 31, 2023	As at 31 March 2023
Moradabad Bareilly Expressway Limited	31,388.50	32,778.30
Sikar Bikaner Highways Limited	9,448.00	9,052.60
Hazaribagh Ranchi Expressway Limited	4,581.10	5,305.90
Pune Sholapur Road Development Company	19,365.70	21,969.80
Barwa Adda Expressway Limited	19,464.30	18,161.80
Total	**84,247.60**	**87,268.40**

*Fair values of assets as disclosed above are the fair values of the total assets of the SPV Group which are included in the Combined Financial Statements.

E Statement of Total Return at Fair Value ₹ in Millions

Particulars	Period ended December 31, 2023	Year ended March 31, 2023
Total comprehensive income for the period/year (As per the Combined Statement of Profit and Loss)	(375.56)	(1,464.48)
Add: Other changes in fair value for the period/year *	(3,020.80)	1,755.88
Total Return	**(3,396.36)**	**291.40**

* In the above statement, other changes in fair value for the nine months ended 31 December 2023 has been computed based on the difference in fair values of total assets as at 31 December 2023 and as at 31 March 2023 which are based solely on the valuation report of the independent valuer appointed under SEBI (Infrastructure Investment Trusts) Regulations, 2014.





35. Significant terms of Service Concession Arrangements

The details of service concession arrangements of all the SPVs are as follows:

Moradabad Bareilly Expressway Limited:

Particulars	Project
Brief description of Concession	The agreement of concession was entered between NHAI and the Company on February 19, 2010. The construction cost of the project is estimated Rs. 2,404 Crores. NHAI will provide grant of Rs. 443.32 crores by way of equity support for meeting the total project cost. Company received Provisional Completion Certificate from the NHAI. Company has started the toll collection activity from January 7, 2015.
Nature of Assets	Intangible Asset
Year when SCA granted	2010
Period	25 years
Stage	Under Operation
Premature Termination	On event of default by either party.
Extension of period	As per conditions mentioned in Concession agreement.

Sikar Bikaner Highways Limited:

Particulars	Project
Nature of Assets	Intangible Asset
Year when SCA granted	2012
Period	25 years
Extension of period	As per conditions mentioned in Concession agreement.
Construction	Capitalised on August 16, 2016 on receipt of PCOD from
Premature Termination	On event of default by either party.
Special Term	N.A.
Brief description of Concession	The agreement of concession was entered between MoRTH through PWD and the Company on June 29, 2012. MoRTH will provide grant of Rs. 247.32 crores by way of equity support for meeting the total project cost. The construction period is of 2 years.

Hazaribagh Ranchi Expressway Limited:

Particulars	Project
Brief description of Concession	The Company has entered into a Concession Agreement with National Highways Authority of India (NHAI) on October 08, 2009 to Design, Engineer, Finance, Procure, Construct, Operate and Maintain 4 laning Hazaribagh-Ranchi section of NH-33 from km 40.500 to km 114.000 in the State of Jharkhand on Build, Operate and Transfer (Annuity) basis. The Concession Agreement envisages concession for a period of 18 years commencing from the Appointed date August 01, 2010 including construction period of 910 days required for 4 laning of the Project. The Company is entitled to receive half yearly Annuity of Rs.64.08Cr
Nature of Assets	Financial Asset
Year when SCA granted	2010
Period	18 years
Stage	Under Operation and Maintenance
Premature Termination	Force Majeure or on event of default by either party
Overlay	Has to be incurred as and when the riding quality falls below the standards specified in the Concession Agreement





Thiruvananthapuram Road Development Company Limited:

Particulars	Project
Nature of Assets	Financial Asset
Year when SCA granted	16 March 2004
Period	As per the below explanation given
Extension of period	
Construction	
Premature Termination	
Special Term	
Brief description of Concession	

Nature of Operations:

The Company has been set up to develop, widen, strengthen, operate, construct and maintain the Thiruvananthapuram City Roads Improvement Project (TCRIP) under the Annuity Concession Agreement. The Annuity Concession Agreement entered into between the Company and Government of Kerala on March 16, 2004, conferred the right to implement the project and recover the project cost and operating cost including returns thereon by way of a fixed annuity amount payable semi-annually over 17.5 years of concession period.

The Scheduled Project Completion Date (SPCD) for the Thiruvananthapuram City Road Improvement Project (TCRIP/the Project) was November 15, 2006 as per the Concession Agreement (CA) dated March 16, 2004. On account of delay in land delivery in accordance with the CA, the completion of the Thiruvananthapuram City Road Improvement Project (TCRIP/the Project) has been delayed. The Company had submitted a detailed plan/proposal for completion of the TCRIP to the Government of Kerala (GoK), based on revised land delivery schedule. The detailed plan/proposal included the revised cost of completion based on prevailing market rates and cost incurred on the Project by the Company on construction and incidental expenses. Accordingly a supplementary agreement was signed with Kerala Road Fund Board (KRFB) on January 4, 2008. The following are the salient features of the said supplemental agreement:

(a) GoK has provided financial assistance of Rs 15 Crores to the Company in the form of advance annuity, in two equal instalments to partly meet the cost of the project.

(b) The Project is divided into three phases based on the progress achieved so far. The stretches of roads which are substantially completed as per the Schedule DD of the Original Concession Agreement is identified as Phase – I. The remaining project as per the provisions of Original Agreement treated as the Phase – II & III.

(c) The commercial operations of all the Phases commenced

(d) The Company shall operate and maintain the project for a period of 15 years starting from COD.

(e) The Company formed for the construction and maintenance of the road project was unable complete the entire road project as the timelines to hand over encumbrance free land, were never met by the KRFB. In addition the land stretches handed over were too small and provided too late to justify the economics of the road project, under annuity. Despite the follow up by the Company with KRFB, there were no adequate satisfactory responses from KRFB to hand over encumbrance free land.

Considering the incomplete portion of the project, idling of resources, cost of capital, cost of increase in material due to price escalation and mobilization & demobilization to construct the road, the company had informed KRFB that it would be constrained to terminate the contract. Subsequently the Company and KRFB agreed to resolve through arbitration, to ensure the project is completed. The arbitration award was received in favour of the Company amounting to Rs 124.97 crores in the financial year 2009-2010.

Since the delivery of the project site could not be achieved by KRFB as per the revised schedule agreed under the Resumption agreement, the project got further delayed. Since both the company and KRFB were keen to complete the project, a new supplement agreement was entered into on 1st May, 2009. The revised project details as per new agreement are as follows

The Concessionaire to operate and maintain the Project/Project Facilities in accordance with the original agreement for period of 15 years after completion of the project Phase as given in the table below or till termination of these agreement.

Company has achieved substantial completion of work for 15.739 Kms. as on 22.02.2012 vide substantial completion certificate dated 08.11.2012 and proportionate annuity of Rs. 6.59 Crores have been awarded to the Company. Further, on 20.02.2015 Company has received substantial provisional completion certificate issued by the Kerala Road Fund Board (KRFB) and certify by Independent Engineer dated 20.02.2015 for 7.6 Kms under Phase III, Executive Committee of KRFB issue COD for the 4.774 Kms of corridors completed as on 31st May 2016.

Summary of various phases of the project is as under:

Phase	Length (Km)	Annuity Dates	COD	Hand Back date	Annuity Amount (Rs Cr)
Phase I	14.268	4th January and 4th July#	04-Jul-07	04-Jul-22	6.90
Phase II	15.739	22nd August and 22nd February	22-Feb-12	22-Feb-27	6.59
Phase III	7.600	20th August and 20th February	20-Feb-15	20-Feb-30	3.33
Phase IV	4.453	20th November and 30th May	30-May-16	30-May-31	1.92

Company has issued hand-back letter to the Authority 4th May 2022.

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Pune Sholapur Road Development Company :

Particulars	PSRDCL
Nature of Assets	Intangible assets
Year when SCA granted	30-09-2009
Period	19 years 295 days from appointment date i.e. 28/9/2011
Extension of period	No
Construction	Operational
Premature Termination	Premature termination is permitted only upon happening of a force majeure event or upon the parties defaulting on their obligation.
Special Term	Nil
Brief description of Concession	The Company has been set up with the main object of design engineering construction development finance operation and maintenance of 4 laning of Pune-Sholapur Section of NH-9 from KM 144.400 to KM 249.000 in the sate of Maharashtra under NHDP phase III on Design Build Finance Operate and Transfer (DBFOT) basis. The Company has entered into a Concession Agreement on September 30, 2009 with the National Highways Authority of India (NHAI), under the terms of which, the Company has obtained a Concession to Design, Finance, Construct, Operate and Maintain the Project for a period of 19 years 295 days commencing from the appointed date 28/9/2011 including construction period of 910 days required for 4 laning of the Project. Grant of ` 285 crores is receivable from NHAI as Equity support for the Project. In consideration for performing its obligations under the SCA, the Company is entitled to collect toll/user charges from the users of the infrastructure assets/facility on completion of the construction activities. At the end of the concession period, the Company will hand back the Road to the NHAI without additional consideration

Barwa Adda Expressway Limited:

Name of the concessionaire	Barwa Adda Expressway Limited
Start of concession period under concession agreement (Appointed date)	01-04-2014
Location	Panagarh Bypass in the state of Jharkhand and West Bengal
Type of Concession	DBFOT
Length (in lane kms)	122.88Km
End of concession period under concession agreement	2034
Period of concession since the appointed date	20 years
Brief description of Concession	The Company has been set up to design, build, finance and operate six laning of Barwa-Adda-Panagarh Section of NH 2 from 398.24 Km to 521.12 Km in the state of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT basis

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Roadstar Infra Investment Trust

36. Disclosure in respect of Micro and small enterprises

Under the Micro, Small and Medium Enterprises Development Act, 2006 ('MSMED') which came into force from 2 October 2006, certain disclosures are required to be made relating to micro and small enterprises. On the basis or the information and records available with the management, there are no outstanding dues to the Micro and Small enterprises as defined in the Micro, Small mid Medium Enterprises Development Act, 2006 as set out in the following disclosures·

₹ in Millions

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
(a) the Principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier at the end of each accounting year;	-	-	-	-
(b) the amount interest paid by the buyer in terms of section 16 of the Micro, Small and Medium Enterprises development Act, 2006 (27 of 2006), along with the amount of the payment made to the supplier beyond the appointed day during each accounting year;	-	-	-	-
(c) Amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the period) but without adding the interest specified under the Micro, Small and Medium Enterprises Development Act, 2006;	-	-	-	-
(d) Amount of interest accrued and remaining unpaid at the end of each accounting year; and	-	-	-	-
(e) The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues above are actually paid to the small enterprise, for the purpose of disallowance of a deductible expenditure under section 23 of the Micro, Small and Medium Enterprises Development Act, 2006.	-	-	-	-

Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

37. Disclosure in respect of construction contract

₹ in Millions

Particulars	For the period ended December 31, 2023	For the year ended March 31, 2023	For the year ended March 31, 2022	For the year ended March 31, 2021
Contract revenue recognised as revenue during the year	1,209.21	798.10	2.26	28.30

38. Fair Values

Financial Assets and Liabilities

The carrying values of financials instruments of the Fund are reasonable and approximations of fair values.

The accounting classification of each category of financial instruments, their carrying amounts and the categories of financial assets and liabilities measured at fair value, are set out below:

Particulars	As on December 31, 2023		As on March 31, 2023		As on March 31, 2022		As on March 31, 2021	
	Carrying amount	Fair Value	Carrying amount	Fair Value	Carrying amount	Fair Value	Carrying amount	Fair Value
Financial Assets:								
Loans	-	-	-	-	-	-	-	-
Trade Receivable	188.09	188.09	142.81	142.81	26.32	26.32	23.36	23.36
Cash and Bank Balances	1,381.35	1,381.35	1,956.67	1,956.67	943.35	943.35	4,084.58	4,084.58
Other Bank Balance	10,739.80	10,739.80	12,226.25	12,226.25	12,641.81	12,641.81	4,845.40	4,845.40
Interest and Other Receivables	9,865.35	9,865.35	10,091.01	10,091.01	11,956.06	11,956.06	12,876.01	12,876.01
Investments	623.79	623.79	592.31	592.31	1,579.61	1,579.61	1,528.25	1,528.25
Financial Liabilities:								
Trade Payable	6,666.37	6,666.37	7,144.35	7,144.35	6,580.19	6,580.19	6,517.85	6,517.85
Borrowings	73,806.96	73,806.96	74,825.98	74,825.98	78,361.74	78,361.74	76,314.18	76,314.18
Other Financial Liabilities	11,737.13	11,737.13	13,249.24	13,249.24	11,686.63	11,686.63	11,098.17	11,098.17

38 (a). Fair Value Hierarchy

All financial instruments for which fair value is recognised or disclosed are categorised within the fair value hierarchy described as follows, based on the lowest level input that is significant to the fair value measurement as a whole.

Level 1: Quoted (unadjusted) price is active market for identical assets or liabilities
Level 2: Valuation technique for which the lowest level input that has a significant effect on the fair value measurement are observed, either directly or indirectly.
Level 3: Valuation technique for which the lowest level input has a significant effect on the fair value measurement is not based on observable market data.

The following table presents fair value hierarchy of assets and liabilities measured at fair value on a recurring basis as on December 31, 2023

Particulars	As on December 31, 2023	Fair Value measurement at end of the reporting year using		
		Level 1	Level 2	Level 3
Assets				
Investments in Mutual Funds (Quoted)	NA	NA	NA	NA

The following table presents fair value hierarchy of assets and liabilities measured at fair value on a recurring basis as on March 31, 2023

Particulars	As on March 31, 2023	Fair Value measurement at end of the reporting year using		
		Level 1	Level 2	Level 3
Assets				
Investments in Mutual Funds (Quoted)	NA	NA	NA	NA

The following table presents fair value hierarchy of assets and liabilities measured at fair value on a recurring basis as on March 31, 2022

Particulars	As on March 31, 2022	Fair Value measurement at end of the reporting year using		
		Level 1	Level 2	Level 3
Assets				
Investments in Mutual Funds (Quoted)	NA	NA	NA	NA

Lkc & associates LLP Chartered Accountants
Roadstar Infra Investment Trust

The following table presents fair value hierarchy of assets and liabilities measured at fair value on a recurring basis as on March 31, 2021

Particulars	As on March 31, 2022	Fair Value measurement at end of the reporting year using		
		Level 1	Level 2	Level 3
Assets				
Investments in Mutual Funds (Quoted)	NA	NA	NA	NA

39. Segment Reporting

The SPV Group is engaged in to invest in infrastructure assets primarily being in the road sector in India which in the context of Ind AS 108 - Operating Segments is considered as the only segment. The Trust's activities are restricted within India and hence no separate geographical segment disclosure is considered necessary.

40. Significant Events

(a) Non-Compliance of various provisions of Companies Act 2013 and other regulations:
The SPV Group is not in compliance pertaining to the filing of various forms relating appointment/ resignation of Directors, under the provisions of Companies Act 2013. Management with its best estimates has identified the potential financial implications and the same has been disclosed in contingent liability

(b) Investigations by Serious Fraud Investigation Office ("SFIO") and Forensic Audit :
The Ministry of Corporate Affairs (MCA), Government of India, has vide its letter dated October 1, 2018 initiated investigation by Serious Fraud Investigation Office (SFIO) against IL&FS (erstwhile ultimate holding company of MBEL, SBHL, HREL, PSRDCL and having significant influence in TRDCL and existing ultimate holding company of BAEL) and its group companies under Section 212 (1) of the Companies Act, 2013. As a part of investigation of affairs of ITNL (erstwhile holding company of MBEL, SBHL, HREL, PSRDCL and having significant influence in TRDCL and existing holding company of BAEL), SFIO has also been seeking from ITNL various information including relating to project undertaken by the Company (for which ITNL acted as Development Contractor and promoter). The investigation is in progress and it is understood that the relevant information is being provided by ITNL to the agency.

At this stage, no material impact/ implications had arisen from the aforesaid developments. As part of resolution process the equity capital of the subsidiary companies have been transferred to InvIT and as per subsidiary company's assessment there will not be any impact for the aforesaid exercise.

(c) The Board of Directors of ITNL (erstwhile holding company) approved the restatement of its accounts and submitted them to the MCA. This restatement does not affect the financial statements of the Company for the any year / period.
(d) Additionally, an independent third party appointed by IL&FS Board (erstwhile ultimate holding company) submitted forensic audit report to ITNL (erstwhile holding company) during year ended March 31, 2022. Since the audit is primarily relating to operations of ITNL, SPV Group is not envisaging any adjustment in financial statement in this regard.

(e) Impairment On Intangible Asset
i) As part of the divestment process, during year ended March 31, 2020, MBEL, SBHL BAEL and PSRDCL had carried out independent valuation to determine the Fair Market Value (FMV) of the assets of the Company through 2 registered valuers appointed by the Board of Directors of IL & FS. The valuers had used the discounted cash flow methodology and provided the FMV. Shortfall in such FMV as compared to the carrying cost of the assets in the books of the these entities as on December 31, 2018 was recognized as impairment in the financial statements of the Company in the financial year ended March 31, 2019. Company has carried out impairment testing of the intangible asset as March 31, 2021 based on discounting of future operating cash flow. The net present value of the future operating cash flows was more than then carrying value of the intangible asset. based on the revised traffic study report and discounting factor and hence a reversal of provision for impairment has been done during the year ended March 31, 2021 and March 31, 2022. The discount rate considered to determine net present value is based on the independent third party valuation report obtained by the holding company adjusted for company's specific borrowings rate
ii) The SPV Group has tested impairment of intangible by comparing the Value in use of the intangible asset with carrying amount where in the value in use is calculated based on present value of future cash flows expected to be derived from intangible assets. Based on the traffic survey report and technical study report for maintenance cost obtained from an independent expert agency, there is no impairment of asset during the year / period.

(f) The senior and other lenders have approved the restructuring of the debt of SBHL, MBEL, TRDCL, HREL & PSRDCL. Considering the restructuring of the debt, management believes that use of the going concern assumption for preparation of financial results is appropriate as the business operations of these entities will continue in foreseeable future

In respect of BAEL:
The Company has negative net worth of Rs. 11,703.49 Million as at December 31, 2023 and Current financial Liabilities exceeds the Current financial Assets by Rs. 6,433.91 million. The divestment program launched by IL&FS Board (New Board) in FY 2018-19 for divestment of entire stake held by the holding Company i.e. ITNL, could not go through as the bids received during the previous year from the prospective investor were below the average fair market valuation determined by 2 independent valuers appointed by the Board . The New Board after careful evaluation of alternate resolution options, has given its in-principle approval to establish an infrastructure investment trust ("InvIT") under the SEBI InvIT regulations and proposes to transfer the stake held by ITNL along with loans and receivables from the Company to the said InvIT.

In furtherance of the same, ITNL has incorporated a wholly owned subsidiary to act as the Sponsor to the proposed InvIT and registered it under SEBI . Additionally, approval from NCLT has also been received for transfer of asset to InvIT





(g) In respect of SBHL, during the financial year ended March 31, 2023, the lenders executed a loan agreement with restructured terms, and the debt was serviced in March 2023 in accordance with these revised terms. The senior lenders had also recovered Rs. 93.76 million post-October 15, 2018 and in accordance with the NCLT order, this amount was adjusted against the outstanding debt.

(h) Impact of Covid -19

The Government of India had announced the nationwide lock down with effect from Mar 25, 2020. The local administration of the state, has imposed ban on movement of public, across the state and imposed Sec 144 in entire state, which has resulted in significant reduction in traffic movement in the state. The authority ordered suspension of Toll operations with effect from March 25, 2020. However, the operations at Toll Plazas continued with respect to the regular maintenance of the Plazas. Tolling operations were subsequently resumed w.e.f. Apr 20, 2020. No toll revenue recognised for the period from Mar 25, 2020 to Mar 31, 2020 and period up to April 20, 2020.

State imposed lock down during the second wave of Covid-19 pandemic. Though there was no suspension of toll operations, the overall traffic was low during April and May 2021. Company has filed the claim for extension of concession period of three months in accordance with circular issued by MoRTH.

There was no major impact observed on Toll Traffic during the third wave of Covid-19 pandemic.

(i) Pursuant to the "Third Progress Report – Proposed Resolution Framework for the IL&FS Group" dated 17 December, 2018 and the "Addendum to the Third Progress Report – Proposed Resolution Framework for IL&FS Group" dated January 15, 2019 ("Resolution Framework Report") submitted by the Company to the Ministry of Corporate Affairs, Government of India which, in turn, was filed with the Hon'ble National Company Law Appellate Tribunal ("NCLAT"), the creditors of the Company were invited (via advertisement(s) dated May 22, 2019) to submit their claims as at October 15, 2018 with proof, on or before 5 June, 2019 (later extended till February 5, 2020)) to a Claims Management Advisor ("CMA") appointed by the IL&FS Group. The amounts claimed by the financial and operational creditors are assessed for admission by the CMA.

The CMA, vide their various communications to the management of the Company, have submitted their report on the status of the claims received and its admission status. The report is subject to Updation based on additional information / clarification that may be received from the creditors in due course.

Management of the SPV Group has reviewed the claims made by third parties with the CMA, and reconciled them with the books of accounts and accounted in the books of accounts appropriately

(j) In respect of BAEL, in view of NCLT orders, the Company has not serviced its debts to banks, financial institution and others. As a result of the same, there have been breach of covenants. The Banks and other have charged penal interest on defaults. The Company has not accounted for the same. Due to unforeseen circumstances, the Company has not been able to comply and report on various regulatory and other covenants. Aforesaid has resulted in downgrade of debt ratings of the Company.

(k) In respect of BAEL, as per the Minutes of Meeting with Lenders Consortium held on dated March 16, 2023, the company is to incur capital cost of Rs. 533.93 Crore for completing the remaining construction activities, these costs shall not provide any incremental revenue for the company beyond the revenue stream as of now. However, these would be required to complete the entire stretch of the project and is one of the contractual obligation of the company. The amount is as determined by the Independent Engineer of NHAI and the company is reassessing the same. The costs as and when incurred will be treated as part of the cost of the intangible assets. The Company has already awarded contract for substantial amount work to be executed.

l) In respect of PSRDCL, during the previous year, senior lenders had initiated forensic audit of the Company through independent third party for the period 1st Jun 2010 to 31st Mar 2016. The Forensic Audit closed by lenders with a remark as "Fraud Account". Company has made representation based on the facts strongly contesting the classification of the account and challenged the wrong classification of the account by the forensic auditors Notwithstanding the above, it is to be noted that all the lenders have approved the transfer of asset by ITNL to InvIT and have sanctioned the debt restructuring proposal.

41. Impact of Farmers Agitation (Kisan Aandolan)

Due to Farmers Agitation ("Kisan Aandolan"), against the Farm Bill introduced by Central Government, the toll operations at various toll plazas were suspended by farmers at various dated starting 13th January 2021. This is a Force Majeure due to indirect political event. SBHL has filed a claim with the Authority for compensation against the same. The insurance company has also been informed about compensating the loss of toll. Pending receipt of compensation, SBHL has not recognised any loss of toll revenue on account of this Force Majeure during the financial year. On 19-11-21, Central Government has announced repeal of Farm Bill and toll operations resumed on 9th December 2021. SBHL had claimed this loss under Special Contingency Policy which was not admitted by Insurance Company.

42. Balance Confirmation

Balance of trade payable and other financial Asset are subject to confirmation for SBHL.





Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements
43. Debt Servicing and Interest Accrual

a) In respect of HREL, in line with the affidavit filed by Ministry of Corporate Affairs (MCA) to the Hon'ble NCLAT on May 21, 2019, the cut-off date of October 15, 2018 ("Cut-Off Date") was proposed, on account of inter alia the fact that the Hon'ble NCLAT had passed wide its order dated March 12, 2020, had upheld its interim order of October 15, 2018, which inter alia granted certain reliefs to the IL&FS Group and also restricted certain coercive actions by the creditors of the IL&FS Group.
In terms of the Resolution Framework Reports, the proposal made is that all liabilities relating to the relevant IL&FS Group Entity, whether financial (including interest, default interest, indemnity claims and additional charges), operational debt (including interest, indemnity or other claims) as well as statutory claims (including tax, employment and labour related claims), whether existing at or relating to a period prior to the Cut-Off Date should not continue accruing.
Accordingly, the interest expense were accounted on borrowings only until October 15, 2018.
Therefore, the interest expense from October 16, 2018 to March 31, 2021 were not accounted in line with above facts till March 31, 2022. This excluded any penal interest and other charges, that might be levied by the lenders.
During the financial year ended March 31, 2023, owing to restructuring process being approved by the secured lenders and related parties as lenders, HREL has accounted interest w.e.f April 1, 2021, in financial year 2022-23 as per the new terms and conditions mentioned in revised sanction letters received from secured lenders and agreement with related parties.
b) In case of PSRDCL, during the current financial year FY 2023-24, the Company's shareholding was transferred to Roadstar Infra Investment Trust (RIIT), an InvIT, after receiving due approval from the lenders, authority, and NCLT. Pursuant to this transfer, no interest was payable to the lenders for the period from 16th October 2018 to 31st March 2021. The interest accrued until 15th October 2018 was converted into a loan. The revised debt number as of October 15, 2018 was agreed by the lenders as a part of restructuring of debt. The lenders executed a loan agreement with restructured terms, and the debt was serviced in Q2 and Q3 in accordance with these revised terms. The senior lenders had also recovered Rs. 230.48 million post-October 15, 2018 and in accordance with the NCLT order, this amount was adjusted against the outstanding debt. However, based on the statement of account received from the senior lenders, it appears that they have not given effect to the execution of the debt restructuring agreement and the recovery of Rs. 230.48 million and continued to charge interest at a higher rate on old outstanding debt numbers. This has resulted in a net variance of Rs. 1501.23 million between the debt balances reported in the statement of account provided by the senior lenders and the Company's records. The Company is in discussions with the senior lenders to resolve this discrepancy. Management is of the opinion that the outcome of these discussions will not have any impact on the financial statements of the Company.

c) In case of BAEL, National Company Law Appellate Tribunal ("NCLAT") had passed an order on October 15, 2018 ("Interim Order") in Company Appeal (AT) 346 of 2018, imposing moratorium on the creditors of IL&FS and its 348 group companies, which includes the Company. Further, NCLAT vide its order dated February 11, 2019 had also classified the Company under the "Red Category" based on a 12 month cash flow solvency test, indicating it is not in a position to discharge its entire Debt as and when due. Accordingly, the Company is permitted to make only those payments necessary to maintain and preserve the going concern status. This consequently also resulted in downgrade of debt ratings of the Company. NCLAT wide its order dated March 12, 2020, had upheld its interim order of October 15, 2018.The said order specifies October 15, 2018 as the date of initiation of the Resolution Process of the Company.
Accordingly the Company has not accrued any interest, default interest, penal interest and any other similar charges after the said cut-off date of October 15,2018 and also not repaid any principle amount of debt due. As a result, Rs 411.01 Million (during the period October 2018 to March 2020) recovered by the banks (towards interest and principal) from the Escrow accounts of the Company maintained with them is being treated as Receivable from banks in these financial statements. The Company has written to the banks for recoveries of the same amounts in view of moratorium extended by the October 15, 2018 Order of NCLT. These amounts have not been handed back to the Company till date. Further, the balances as confirmed by the lenders, in some cases, are not in agreement with the books of the company which is under reconciliation.

d) In case of BAEL, In line with the affidavit filed by Ministry of Corporate Affairs (MCA) to the Hon'ble NCLAT on May 21, 2019, the cut-off date of October 15, 2018 ("Cut-Off Date") was proposed, on account of inter alia the fact that the Hon'ble NCLAT had passed the Order on October 15, 2018, which inter alia granted certain reliefs to the IL&FS Group and also restricted certain coercive actions by the creditors of the IL&FS Group. In terms of the Resolution Framework Reports, the proposal made is that all liabilities relating to the relevant IL&FS Group Entity, whether financial (including interest, default interest, indemnity claims and additional charges), operational debt (including interest, indemnity or other claims) as well as statutory claims (including tax, employment and labour related claims), whether existing at or relating to a period prior to the Cut-Off Date should not continue accruing. Accordingly, the interest expense are accounted on borrowings until October 15, 2018.

44. Extension of Concession Period:

In case of PSRCL , the project concession period is 19 years 295 days commencing from the appointed date 28/9/2011 and the appointed date of the project was September 28, 2011. Accordingly project concession ends in September 28, 2031. As per the Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic (as on April 1, 2020), then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. As per the traffic projections, there will be lower traffic as on target date and hence, the Company is eligible for extension of concession period of 3.96 years i.e. the concession period will be till July 28, 2035 including extension of 23 days on account of demonetisation. Such extension of concession period has been considered for accounting of amortisation and impairment for financial year ended March 31, 2021 and March 31, 2022. However, NHAI has granted an extension of the concession period for the Project for a total of 450 days, in response to the Company's request of equivalent to 3.96 years. The Company is currently contesting the decision made by NHAI regarding the lower extension granted. For accounting purposes, the extension of the concession period (450 days) has been considered for the amortization and impairment of the project for March 31, 2023 and period ended December 31, 2023.

In case of BAEL, the project concession period is 20 years and the appointed date of the project was April 1, 2014. Accordingly, project concession ends in March 2034. As per the Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. As per the traffic projections, there will be lower traffic as on target date and hence, the Company is eligible for extension of concession period of 5 years 3 months (subject to maximum of 4 years) i.e. the concession period will be till September 2039. Such extension of concession period has been considered for accounting of amortisation, impairment and negative premium payable to NHAI. In view of this, an addition of Rs 787.35 Million was recognised as addition to Intangible asset during previous year ended March 31, 2020, being the net present value of premium payable for extended period.

Lkc & associates llp
Chartered Accountants
Roadstar Infra Investment Trust

Roadstar Infra Investment Trust
Notes forming part of the Combined Financial Statements

45. Taxation

a) In view of amendment in Income Tax Act, for then existing clause (iih) of Explanation 1 to sub-section (2) of section 115JB by the Finance (No. 2) Act, 2019, w.e.f. 1-4-2020, SPV Group has no MAT Tax lability for the year ended March 31, 2021, 2022 and 2023

b) No deferred tax liability has been created as the reversal of the same will take place during the tax holiday period

46. Additional Regulatory Information required as per Schedule III:

a) The SPV Group does not have Immovable Property whose title deed are not held in the name of SPV Group .
b) The SPV Group does not have any investment property, hence the requirement regarding disclosure and valuation by a registered valuer as defined under rule 2 of Companies (Registered Valuers and Valuation) Rules, 2017 is not applicable.

c) The SPV Group has not revalued its Property, Pant and Equipment (including Right of Use assets) or intangible assets or both during the year.
d) The SPV Group has not given any Loans or advances in the nature of loans to specified persons.
e) The SPV Group does not have any capital work in progress and intangible assets under development
f) Benami property : There are no proceedings being initiated or are pending against the SPV Group for holding any benami property under the Benami Transactions (Prohibition) Act, 1988(45 of 1988) and rules made thereunder.
g) The HREL had issued secured (including the security of current assets.) listed non-convertible debentures in FY 2016-17 which were subscribed by banks and Financial Institution. SPV Group is not required to file any monthly or quarterly returns, except the intimation of quarterly results to stock exchanges by HREL
h) Wilful Defaulter : The SPV Group (except PSRDCL) has not been declared as wilful defaulter by any bank or financial institution or other lender. In case of PSRDCL, the lenders of the Company has issued SCN for declaration as wilful defaulter, which Company is strongly contesting the same
i) The SPV Group does not have any transactions or relationship with Struck Off Companies.
j) The SPV Group has Registered all the charges against its assets with Registrar of Companies (ROC) . There were no satisfaction of charge with ROC is pending

k) The SPV Group does not have any subsidiary SPV Group or step down companies .
l) This being special purpose financial statement, ratio analysis has not been given
m) There are no Scheme of Arrangements during the year/ period.
n) The SPV Group has not advanced or loaned or invested funds to any other person(s) or entity(ties), including foreign entities (Intermediaries) from borrowed funds or share premium or any other source or kind of funds.
o) Additional information to be disclosed by way of Notes to Statement of Profit and Loss.
i) The SPV Group does not have any undisclosed income
ii) The SPV Group has not traded or invested in any kind of Crypto Currency or Virtual Currency.

47. Modification Loss / Gain

In HREL, due to delay in receipt of withheld annuity, the company has recorded a modification gain of Rs 18.87 mn (March 31, 2023 Modification loss : Rs. 403.25 mn, March 31, 2022 Modification Gain : 17.06 Mn & March 31, 2021 Modification loss : Rs. 87.22 Mn) during the current period ended December 31, 2023, in accordance with the principles of IND-AS 109.

48. Other Matters

Information with regard to other matters specified in Schedule III to the act is either NIL or not applicable to the Group for the year.

49. Previous Year Comparatives

Previous year figures have been reclassified/regrouped wherever necessary to confirm to current year classification

In terms of our report attached of even date
For **KKC & Associates LLP**
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
ICAI Firm Registration No. : 105146W/W-100621

Hasmukh B. Dedhia
Partner
Membership No. : 033494

Place: Mumbai
Date : 19 March 2024

For and on behalf of Roadstar Investment Managers Limited
(Investment Manager of Roadstar Infra Investment Trust)

C S Rajan	**Lubna Usman**	
Director	Director	
DIN - 00126063	DIN - 08299976	
Danny Samuel	**Milind Gandhi**	**Jyotsna Matondkar**
(Chief Executive Officer)	(Chief Financial Officer)	(Company Secretary)
		(M No: ACS 19792)

Place: Mumbai
Date : 19 March 2024

PROJECTIONS OF REVENUE FROM OPERATIONS AND CASH FLOW FROM OPERATING ACTIVITIES

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AUDITORS' REPORT ON PROJECTIONS OF REVENUE FROM OPERATIONS AND CASH FLOWS FROM OPERATING ACTIVITIES

To,
The Board of Directors,
Roadstar Investment Managers Limited (the "Investment Manager") in its capacity as an Investment Manager of Roadstar Infra Investment Trust (the "Issuer" or the "Trust")
IL&FS Financial Centre
Plot C, G Block
Mumbai 400051

1. We, KKC and Associates LLP (earlier Khimji Kunverji & Co LLP), being the statutory auditors of the Trust, have been approached by the management of the Investment Manager for issuing this report in terms of the Letter of Engagement dated 01 December 2023. We have carried out our verification procedures in accordance with Standard on Assurance Engagement 3400, "The examination of Prospective Financial Information" ("SAE 3400") issued by the Institute of Chartered Accountants of India ("ICAI").

2. We have examined the accompanying statements ("the Projection information"), which are stamped and initialled by us for identification purpose only, of projections of revenue from operations and cash flows from operating activities and the underlying assumptions of Roadstar Infra Investment Trust (the "Issuer" or the "Trust") and its subsidiaries and joint venture, comprising of:

   I. Moradabad Bareilly Expressway Limited (MBEL)
   II. Sikar Bikaner Highway Limited (SBHL)
   III. Hazaribagh Ranchi Expressway Limited (HREL)
   IV. Thiruvananthapuram Road Development Company Ltd (TRDCL)
   V. Pune Sholapur Road Development Co Ltd (PSRDCL)
   VI. Barwa Adda Expressway Ltd (BAEL)

   (collectively, the "group") as described in Note (a) to project information i.e. the prospective combined financial information for the years ending March 31, 2025, 2026 and 2027.

3. **Responsibilities of management and Assumptions in the Projection Information**

   3.1 The preparation and presentation of the projections including the underlying assumptions and the basis of combination, set out in Note (b) to the Projection Information, is the responsibility of the Investment Manager and has been approved by the Board of Directors of the Investment Manager. Our responsibility is to examine the evidence supporting the assumptions (excluding the hypothetical assumptions) and other information in the Projection Information.

   3.2 The assumptions used for the preparation of these Statement of Projections have been provided to us by the Investment Manager to the Trust and relied upon by us as regards certain matters, including but not limited to estimates as under:
   a) Technical estimates of expected traffic.
   b) Future toll tariff.
   c) Changes in wholesale price index based on traffic study reports.
   d) Estimated future expenditure for major maintenance of roads.



e) Assumptions/ expectations pertaining to future events and factors such as country's gross domestic product growth; general economic conditions; current and future traffic mix; per capita income and demographic changes; development of alternate/ feeder routes; alternate means of transportation; fuel prices; reduction in commercial or industrial activities in the regions served by the roads and natural disasters; government polices around mining, extraction of minerals etc.

All the above are based on reports issued by various third-party external experts.

Variation of any of the above factors may cause differences in the actual traffic volumes and monetary estimates, which may be materially different from the estimates thereof.

3.3 Our responsibility does not include verification of the accuracy of projections (including quantitative details). Therefore, we do not vouch for the accuracy of the same.

4. The Projection Information have been prepared for the proposed private placement of units (the "Issue") of the Trust in accordance with the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended ("InvIT Regulations"). The projections have been prepared using a set of assumptions that include hypothetical assumptions about future events and the Investment Manager's actions that are not necessarily expected to occur, as set out in Note (b) to the Projection Information and has been approved by the Board of Directors of the Investment Manager. Consequently, users are cautioned that the Projection Information may not be appropriate for purposes other than that described above.

5. We have performed verification procedures in accordance with the Guidance Note on Audit Reports and Certificates (Revised 2016) for Special Purposes issued by ICAI, which requires that we comply with the ethical requirements of the Code of ethics issued by the ICAI. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Performs Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

6. This Report is required by InvIT Regulations requiring the independent auditor to issue a report on the projections and is issued for the sole purpose of the proposed Issue in accordance with the InvIT Regulations.

7. We have carried out our examination of the Projection Information on a test basis. Based on our examination of the evidence supporting the assumptions (excluding the hypothetical assumptions), nothing has come to our attention which causes us to believe that these assumptions do not provide a reasonable basis for the Projection Information assuming that the Trust, post offer capital structure and corporate structure, are in existence from October 06, 2020, as more fully described in Note (b) to the basis of preparation of the Projection Information.

8. Further, in our opinion, nothing has come to our attention that causes us to believe, that the Projection Information read with the basis of preparation and notes thereon, has not been properly prepared on the basis of the assumptions as set out in Note (b) to the Projection Information, to the extent applicable, with the accounting policies and the basis of preparation used for the preparation of the historical special purpose combined financial statements of Roadstar Infra Investment Trust which is included in the Draft Placement Memorandum (the "DPM"). Even if the events anticipated under the hypothetical assumptions

described above occur, actual results are still likely to be different from the projection since other anticipated events frequently do not occur as expected and the variation may be material.

9. This report is addressed to and is provided to enable the Investment Manager to include it in the DPM in connection with the Issue of units of Roadstar Infra Investment Trust and the Projection Information may not be meaningful for any other purpose. It should not be used, referred to or distributed for any other purpose or by any person other than the addressees of this report. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **KKC & Associates LLP**
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
Firm Registration Number: 105146W/W100621

HASMUKH BHAVANJI DEDHIA
Digitally signed by HASMUKH BHAVANJI DEDHIA
Date: 2024.03.19 20:06:54 +05'30'

Hasmukh B Dedhia
Partner
ICAI Membership No:033494
UDIN: 24033494BKCQXX5403

kkc & associates llp Chartered Accountants

Place: Mumbai
Date: 19 March 2024

Statement of projection of revenue from operations

INR Million

Particulars	For the Year ending March 31, 2025	For the Year ending March 31, 2026	For the Year ending March 31, 2027
A. Combined Projected revenue from operations			
Roadstar Infra Investment Trust	**12,404.2**	**10,418.0**	**12,256.5**
B. Project wise Projected revenue from operations			
I. Moradabad Bareilly Expressway Limited (MBEL)	3,810.8	4,169.5	4,586.7
II. Sikar Bikaner Highway Limited (SBHL)	910.3	1,036.3	1,158.4
III. Hazaribagh Ranchi Expressway Limited (HREL)	460.8	329.4	234.0
IV. Pune Sholapur Road Development Co Ltd (PSRDCL)	2,345.4	2,645.1	2,903.5
V. Barwa Adda Expressway Ltd (BAEL)	4,876.9	2,237.8	3,373.9

See accompanying notes forming an integral part of the Projection Information

For and on behalf of Board of Directors of Roadstar Investment Managers Limited in its capacity as an Investment Manager of Roadstar Infra Investment Trust

CHANDRA SHEKHAR RAJAN
Digitally signed by CHANDRA SHEKHAR RAJAN
Date: 2024.03.19 19:04:49 +05'30'

C S Rajan
Director
DIN: 00126063

LUBNA AHMAD USMAN
Digitally signed by LUBNA AHMAD USMAN
Date: 2024.03.19 18:23:51 +05'30'

Lubna Usman
Director
DIN: 08299976

DANNY SAMUEL
Digitally signed by DANNY SAMUEL
Date: 2024.03.19 17:09:53 +05'30'

Danny Samuel
(Chief Executive Officer)

MILIND RAMESH GANDHI
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Milind Gandhi
(Chief Financial Officer)

JYOTSNA SHYAMKANT MATONDKAR
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Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai
Date: 19th March 2024

kkc & associates llp Chartered Accountants

Roadstar Infra Investment Trust

Statement of projection of cash flow from operating activities

INR Million

Particulars	For the Year ending March 31, 2025	For the Year ending March 31, 2026	For the Year ending March 31, 2027
A. Combined Projected cash flow from operating activities			
Roadstar Infra Investment Trust	**9,059.5**	**9,214.4**	**11,231.3**
B. Project wise Projected cash flow from operating activities			
I. Moradabad Bareilly Expressway Limited (MBEL)	3,516.0	3,667.1	4,261.6
II. Sikar Bikaner Highway Limited (SBHL)	689.6	843.2	915.1
III. Hazaribagh Ranchi Expressway Limited (HREL)	1,148.2	1,137.0	1,131.1
IV. Pune Sholapur Road Development Co Ltd (PSRDCL)	2,146.7	2,436.4	2,687.6
V. Barwa Adda Expressway Ltd (BAEL)	1,860.6	1,443.5	2,559.8
C. Trust Standalone			
I. Roadstar Infra Investment Trust	(301.6)	(312.8)	(324.0)

See accompanying notes forming an integral part of the Projection Information

For and on behalf of Board of Directors of Roadstar Investment Managers Limited in its capacity as an Investment Manager of Roadstar Infra Investment Trust

CHANDRA SHEKHAR RAJAN
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Date: 2024.03.19 19:05:43 +05'30'

C S Rajan
Director
DIN: 00126063

LUBNA AHMAD USMAN
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Lubna Usman
Director
DIN: 08299976

DANNY SAMUEL
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Danny Samuel
(Chief Executive Officer)

MILIND RAMESH GANDHI
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Milind Gandhi
(Chief Financial Officer)

JYOTSNA SHYAMKANT MATONDKAR
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Date: 2024.03.19 17:11:27 +05'30'

Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai
Date: 19th March 2024

Kkc & associates llp Chartered Accountants

Roadstar Infra Investment Trust

Notes to the Projection Information of Roadstar Infra Investment Trust

a) General Information

Roadstar Infra Investment Trust (the "Trust") was settled on October 06, 2020, as a contributory irrevocable trust under the provision of the Indian Trusts Act, 1882. The Trust was registered as an infrastructure investment trust under the Securities Exchange Board of India ("SEBI") (Infrastructure Investment Trust) Regulations, 2014, as amended read together with circulars and guidelines issued thereunder (the "SEBI InvIT Regulations") on December 22, 2020, having registration number IN/InvIT/20-21/0015. The registered office address of the Trust is 6th Floor, IL&FS Financial Centre, Plot C, G Block, Bandra Kurla Complex, Mumbai 400051.

- Roadstar Infra Private Limited (the "Sponsors"), are companies registered in India are the Sponsor of the Trust.
- The Trustee to the Trust is Axis Trustee Services Limited (the "Trustee").
- Investment manager for the Trust is Roadstar Investment Managers Limited (the "Investment Manager").

The investment objective of the Trust is to carry on the activities of an infrastructure investment trust, as permissible under the SEBI InvIT Regulations. The Trust has been formed to invest in infrastructure assets primarily being in the road sector in India. All the Trust's Road projects are implemented and held through special purpose vehicles ("SPVs" together with the Trust referred to as " Trust").

Under the share purchase agreements entered amongst the Sponsors, the Trustee, the Investment Manager, and the relevant SPVs and their respective shareholders, Roadstar Infra Investment Trust has acquired / to be acquired 100% of fully paid-up equity shares of the SPVs except

I. TRDCL where 50% of fully paid-up equity shares has been acquired from their respective holders who has been issued and allotted units of Roadstar Infra Investment Trust.
II. PSRDCL where 90.91 % of fully paid-up equity shares has been acquired from their respective holders who has been issued and allotted units of Roadstar Infra Investment Trust.
III. HREL where 99.99 % of fully paid-up equity shares has been acquired from their respective holders who has been issued and allotted units of Roadstar Infra Investment Trust.
IV. BAEL where 100 % of fully paid-up equity shares to be acquired, pending certain approvals, from their respective holders who has to issue and allot units of Roadstar Infra Investment Trust.

SPV wise profile has been indicated in below table:





Name of SPV	Residual Concession Life*	Shareholding by Trust*	Proposed Shareholding by Trust	Nature of Proposed Investment	Status	Principal Activities	Date of incorporation	Date of Commercial operation
MBEL	12.2 Years	85.50%	100.00%	Subsidiary	Operating	Construction and operation of road including toll collection	11-01-2010	06-01-2015
SBHL	18.2 Years	100.00%	100.00%	Subsidiary	Operating	Construction and operation of road including toll collection	13-04-2012	10-10-2015
HREL	4.6 Years	99.99%	99.99%	Subsidiary	Operating	Construction and operation of road including right to receive annuity	19-03-2009	15-12-2012
TRDCL	7.4 Years	50.00%	50.00%	Joint Venture	Operating	Construction and operation of road including right to receive annuity	01-03-2004	Ph 1 – 04-07-2007 Ph 2 – 22-02-2012 Ph 3 – 20-02-2015 Ph 4 – 30-05-2016
PSRDCL	11.8 Years	90.91%	90.91%	Subsidiary	Operating	Construction and operation of road including toll collection	21-08-2009	23-08-2013
BAEL	14.5 Years	-	100.00%	Subsidiary	Operating	Construction and operation of road including toll collection	23-04-2013	13-10-2017

* as on 31st December 2023

* Residual concession life has been considered including estimated extension period based on target traffic.





The prospective combined financial information of the Trust comprises of the projected revenue from operations and projected cash flows from operating activities of Trust's subsidiaries comprising of

I. Moradabad Bareilly Expressway Limited (MBEL)
II. Sikar Bikaner Highway Limited (SBHL)
III. Hazaribagh Ranchi Expressway Limited (HREL)
IV. Pune Sholapur Road Development Co Ltd (PSRDCL)
V. Barwa Adda Expressway Ltd (BAEL)

Interests in below mentioned joint venture are accounted for using the equity method and hence has not been considered in Projected Revenue from operation and projected cash flow from operating activities.

Name of SPV	Description of asset	Current shareholding
TRDCL	Set up to develop, widen, strengthen, operate, construct and maintain the Thiruvanthapuram City Roads Improvement Project (TCRIP) under the Annuity Concession Agreement	1) IL&FS Transportation Networks Limited – 50% (up to 18th December 2022) The Trust (from 19th December 2022) 2) Punj Lloyd Limited – 50%

b) Basis of preparation of Projection Information

The statements of projection of revenue from operations and projection of cash flows from operating activities of the subsidiaries as stated in Note a) above and the Trust for the financial years ending March 31, 2025, 2026 and 2027 along with the underlying assumptions and other explanatory information (the "Projection Information") have been compiled by the Investment Manager to the Trust solely for the purpose of inclusion in the Draft Placement Memorandum / Final Placement Memorandum in connection with the proposed private placement of the units of the Trust. Therefore, Projection Information should not be used or relied upon for any purpose other than described above.

The Projection Information have been prepared based on the accounting policies used for preparation of the historical Special Purpose Combined Financial Statements of the Trust as required by the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended including circulars and guidelines issued thereunder ("InvIT Regulations"), which are prepared in accordance with accounting principles of Indian Accounting Standards ("Ind AS") as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015, as amended prescribed under Section 133 of the Companies Act, 2013 read with InvIT Regulations and the Guidance Note on Combined and Carve- Out Financial Statements issued by the Institute of Chartered Accountants of India. Projected cash flow from operating activities have been calculated

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using the direct method under Ind AS 7 - Statement of Cash Flows and is computed by deducting the projected operating expenses and income taxes from the projected revenue from operations and adjusted for projected non- cash expenses (if any). Projected cash flow from operating activities do not include any items pertaining to financing or investing in nature.

The Projection Information are presented in Indian Rupees. All values are rounded to the nearest million, unless otherwise indicated.

The Trust follows March 31st as its accounting year end. Accordingly, the Projection Information are prepared for the financial years ending March 31, 2025, March 31, 2026 and March 31, 2027 ('Projections Period').

It is clarified that the Projection Information have been prepared on the basis of a mixture of best-estimate (i.e. assumptions as to future events which are expected to take place and the actions expected to take place as of the date the information is prepared) and hypothetical assumptions (about future events and actions which may or may not necessarily take place).

Projection Information contain forecasts and projections that relate to future events including hypothetical assumptions, which are, by their nature, subject to significant risks and uncertainties. Events and circumstances may not occur as expected. Even if the events anticipated under the hypothetical assumptions described in the Projection Information occur, actual results are still likely to be different from those stated in the Projection Information since other anticipated events frequently do not occur as expected and the variation may be material. The actual results may therefore differ materially from those forecasted and projected.

These Projection Information has been adopted by the Board of Director of the Investment Manager on March 19, 2024.

A. Significant assumptions

The Projection Information has been prepared based on significant assumptions including hypothetical assumptions summarized below. The Investment Manager considers the assumptions to be appropriate and reasonable as at the date of the reporting. However, the investors should consider these assumptions as well as the Projection Information and make their own assessment of the future performance of the Trust.

The Investment Manager has obtained reports from a Independent third-party traffic consultant expert ("GMD Consultants for MBEL, Segmental Consulting & Infrastructure advisory P Ltd for SBHL and PSRDCL, HBS Infra Engineers India P Ltd for BAEL) ("Traffic Consultant") in assessment of the assumptions, market fundamentals, industry drivers and outlook amongst other things for the preparation of the Projection Information. The assumptions used in the Projection Information by the Investment Manager are substantially in line with the information and assumptions as per the analysis of Traffic Consultant.





The projections of the Trust have been prepared by combining the projections of revenue from operations and cash flows from operating activities of the Trust and SPVs, eliminating transactions between the Trust and SPVs and after considering the following:

I. REVENUE FROM OPERATIONS:

The SPVs' revenue from operations primarily consists of as below:

- For operational Toll Projects: Income from toll collection (Refer Para I (a))
- For under construction Toll projects: Income from toll collection and construction income (Refer Para I (a), (b))
- For operational Annuity Projects: O&M Income, Finance Income and Overlay Income derived from financial assets. (Refer Para I (c), (d), (e), (f))

a. Toll income:

The base data for the projections for toll income is based on the actual traffic data and tariff rates for the financial year 2023-24. Key variables for toll revenue growth are traffic growth, the wholesale price index ('WPI') which are based on Management estimates and details of the assumptions are as set forth below:

Project*	FY 2024-25	FY 2025-26	FY 2026-27
	Average Traffic Growth Rate (including diversion)		
MBEL	8.68%	2.60%	4.61%
SBHL	6.49%	6.54%	5.65%
PSRDCL	5.36%	5.39%	3.93%
BAEL	5.41%	5.43%	5.46%

* No assumptions involved for HREL and TRDCL since it receives fixed annuity income from NHAI / GOK.

WPI Assumptions	Reference WPI for Rate Revision (December of Previous Year) MBEL, SBHL and PSRDCL	Reference WPI for Rate Revision (December of Previous Year) BAEL	Reference Month
FY 2024-25	1.0%	1.0%	Dec 2023
FY 2025-26	8.0%	4.5%	Dec 2024
FY 2026-27	6.0%	4.5%	Dec 2025

b. Construction income:

All the Project SPVs are operational, and except in the case of BAEL, no major capital expenditure is expected and accordingly considered for arriving at construction income. Contract revenue associated with the construction of road is derived at cost of work expected to be performed on the contract plus proportionate margin (assumed at 5.25%), where required, using the percentage of

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Roadstar Infrastructure Investment Trust

completion method. Percentage of completion is the proportion of cost of work performed to date, to the total estimated contract costs. Percentage of completion is determined based on the proportion of actual cost incurred to the total estimated cost of the project. The percentage of completion method is applied on a cumulative basis in each accounting period to the current estimates of contract revenue and contract costs. Contract cost include projected costs that relate directly to the specific contract and allocated cost that are attributable to the Construction of the road.

The cost of construction assumed is based on requirements as per the respective concession agreements and in line with management estimates based on current market practice. It is assumed that the construction will be completed within the estimated timelines considered for the purpose of these projections. The details of construction income assumed is as follows:

INR MN

SPV	FY 2024-25	FY 2025-26	FY 2026-27
BAEL	2105.10	(822.5)*	-

*(822.5) assumed refund of GST on construction income on account of change in law.

c. Annuity Income from NHAI for Hazaribagh Ranchi Expressway Limited (HREL):
Annuity Income from PWD, GOK for Thiruvananthapuram Road Development Co Ltd (TRDCL):
HREL / TRDCL has the right to receive fixed annuity payments from NHAI / PWD, GOK during the concession period and has adopted financial asset model as prescribed by Appendix to Ind AS 115 "Revenue from Contracts with Customers" "Service Concession Arrangements". The key inputs of the financial asset model comprise of revenue inflows (annuity), projected expenses to earn the revenue, estimations on cost to build and maintain the asset, interest obligations based on financing pattern and other operational efficiencies. These inputs are based on circumstances existing and management judgement / assumption on the future expectations based on current situations. Judgements include estimates on changes in interest rates, cost inflation, government policy changes, etc. which are reviewed periodically by the management.

d. Finance Income on annuity receivable from NHAI / GOK
HREL and TRDCL has right to receive annuity payments from NHAI / GOK during the concession period and has adopted financial asset model as prescribed in para (I(c) Ind AS 115 "Revenue from Contracts with Customers" "Service Concession Arrangements".

e. Operation and Maintenance Income: Revenue from operation and maintenance of road based on operation and maintenance cost has been shown under revenue from operation in relation to HREL and TRDCL as explained in para (I(c) Ind AS 115 "Revenue from Contracts with Customers" "Service Concession Arrangements."

f. Periodic Maintenance Income: Revenue from periodic maintenance of road based on periodic maintenance cost has been shown under revenue from operation in relation to HREL and TRDCL as explained in para (I(c) Ind AS 115 "Revenue from Contracts with Customers" "Service Concession Arrangements"

II. CASH FLOW FROM OPERATION:

The SPVs' cash flow from operations primarily consists of as below:

For operational Toll Projects: Income from toll collection, Operation & Maintenance Cost,

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Roadstar Infrastructure Investment Trust

Admin expense, Change in working capital, taxes. Refer para I (a), II (a), (c), (f), (g)

- For under construction Toll projects: Income from toll collection, NHAI Premium Paid, Operation & Maintenance Cost, Admin expense, Change in working capital, taxes. Refer para I (a), II (a), (b), (c), (f), (g)
- For operational Annuity Projects: Annuity Receipts, Operation & Maintenance Cost, Admin expense, Change in working capital, taxes. (Refer Para I (c) II (a), (c), (f), (g))
- For RIIT Trust: IM Fee, PM Fee, InvIT expense (Refer II (d) (e)

a. OPERATING AND MAINTENANCE COST

The operating and maintenance cost includes routine maintenance, manpower costs and operational expenses, including, but not limited to, road and site work expenses, employee benefit expenses and other operating and maintenance costs.

Those costs are projected based on management estimates in line with the technical report (the "Technical Report") provided by the technical consultant for each of the Project SPVs

The projected operating and maintenance cost corresponds with the projected traffic and is primarily based on the currently available information on actual operating and maintenance cost associated with the operation of the Project SPVs.

Based on the concession agreements, the potential periodic / major maintenance cost is provided for in the Statement of profit and loss for each year, and in the year of actual expenditure the same is adjusted against the provision created for the same. The projections do not envisage any unanticipated expenses which may be incurred due to any unforeseen circumstances.

Details of assumptions are as follows:

Particulars	Descriptions
Operational and Maintenance Expenditure	O&M expense: escalation at 5% per annum
Major maintenance expenditure	Major Maintenance Expense – Escalation at 5% per annum

The summary of projection of operation and maintenance cost is given below:

INR Million

Particulars	**FY 2024 - 25**	**FY 2025-26**	**FY 2026-27**
Roadstar Infra Investment Trust (Combined)			
Operation & Routine Maintenance	1,116.55	1,168.09	1,224.60
Major Maintenance*	1,389.84	1,047.12	635.24
Moradabad Bareilly Expressway Limited (MBEL)			
Operation & Routine Maintenance	277.30	291.17	305.72
Major Maintenance*	216.34	-	15.00
Sikar Bikaner Highway Limited (SBHL)			
Operation & Routine Maintenance	204.52	214.75	225.49
Major Maintenance*	613.60		30.00

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Roadstar Infra Investment Trust

Hazaribagh Ranchi Expressway Limited (HREL)			
Operation and Routine Maintenance	123.17	125.04	131.29
Major Maintenance*	37.12	-	-
Thiruvananthapuram Road Development Co Ltd (TRDCL)			
Operation and Routine Maintenance	45.89	48.18	48.70
Major Maintenance*	23.20	-	170.27
Pune Sholapur Road Development Co Ltd (PSRDCL)			
Operation and Routine Maintenance	183.44	192.61	202.24
Major Maintenance*	394.01	485.49	-
Barwa Adda Expressway Ltd (BAEL)			
Operation and Routine Maintenance	282.23	296.34	311.16
Major Maintenance*	105.57	561.63	419.97

* Major Maintenance has been considered as cash flow from Investing activity.

b. Premium paid to National Highway Authority of India (NHAI)

As per concession agreement, BAEL are obliged to pay an annual amount of premium to NHAI. Total premium payable as per concession agreement has been capitalized as Intangible Assets.

c. Admin Expense

Admin expenses are included as part of the operating expenses of SPVs.

d. InvIT expenses

The Trust expenses are mainly projected based on the terms and conditions of the relevant agreements and / or based on Management's experience and judgement. The nature for the Trust expenses are described below:

1) Investment Manager fee *

The Investment Manager is entitled to Management Fees shall be calculated annually and shall be an amount equal to [107.00] % ([one hundred-and-seven per cent]) of the costs incurred by the Investment Manager in providing the investment management services to the Trust under the Investment Management Agreement. For the purposes of this proposal, "costs" shall include all manpower expenses, administrative expenses, audit fees and operating expenses that may be, or are, debited to the Investment Manager's statement of profit and loss, excluding depreciation.

* Investment Manager fee has been approved by Board, however unitholder approval is pending

2) Project manager fee

The Project Manager is entitled to a Project Manager fee to be calculated @ 1.5% per annum,

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Roadstar Infra Investment Trust

exclusive of applicable taxes, of the consolidated gross O&M and MM expense of the Trust at the end of the reporting period.

e. **Other InvIT expenses:**
These include the other operating expenses of the InvIT. It is escalating at the rate of 5% of previous year.

f. **Taxes**

Current income tax is measured at the amount expected to be recovered from, or paid to, the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in India where the Trust operates and generates taxable income.

Certain SPVs are eligible for deduction under section 80IA of the Income Tax Act, 1961 for ten consecutive years. The tax is calculated under MAT provisions of Section 115JB of the Income Tax Act, 1961 based on the book profits of the Project SPVs. Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the entity will pay normal income tax.

The Trust will receive interest and dividend income from the SPVs, which is considered exempt under the Income Tax Act, 1961. Hence, no income tax expense/cash flow is assumed during the projection period (except income tax on treasury income). The transaction of receipt of interest income will be eliminated in the Consolidated Statement of Profit and Loss and in the Consolidated Statement of Cashflows.

g. **Changes in working capital.**
The entire collection of tolls is in cash and routine expenses are in cash or a credit period is available. In these cases, the effective working capital deployed is relatively small or negative in certain instances. Further we believe the working capital is stable and not expected to vary drastically over a period. Impact of changes in working capital has been considered in the projected cash flows.

h. **Other assumptions**

a. The initial portfolio of SPVs remains unchanged through the Projection Period.
b. No further assets are acquired or divested during the Projection Period.
c. It has been assumed that no outflow on account of any litigation related matters including current pending litigations/contingent liabilities is expected to become due during the Projection Period.
d. There will be no material change in taxation legislation or other applicable legislation.
e. It has been assumed that no liability or liquidated damages on account of default in concession agreement shall devolve upon the Project SPVs during the Projections Period.
f. The relevant tax exemptions, tax remissions, and preferential tax treatments granted remain valid and applicable and that the terms and conditions thereto are complied with.
g. The Projections are based on assumptions and are subject to several factors. Investors should

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Road Star Infrastructure Investment Trust

be aware that future events, including actual traffic growth rates, cannot be predicted with any certainty and there may be deviations from the figures projected in the Projection Information.

h. The Projections have been prepared based on the Traffic Report's for traffic volume growth rates.

For and on behalf of Board of Directors of Roadstar Investment Managers Limited in its capacity as an Investment Manager of Roadstar Infra Investment Trust

CHANDRA SHEKHAR RAJAN
Digitally signed by CHANDRA SHEKHAR RAJAN
Date: 2024.03.19 19:06:51 +05'30'

C S Rajan
Director
DIN: 00126063

LUBNA AHMAD USMAN
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Lubna Usman
Director
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Danny Samuel
(Chief Executive Officer)

MILIND RAMESH GANDHI
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Milind Gandhi
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JYOTSNA SHYAMKANT MATONDKAR
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Date: 2024.03.19 17:12:16 +05'30'

Jyotsna Matondkar
(Company Secretary)
(M No: ACS 19792)

Place: Mumbai
Date: 19th March 2024

Roadstar Infra Investment Trust

Kkc & associates llp
Chartered Accountants

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following contracts, which are or may be deemed material have been entered or are to be entered into in due course. These contracts and also the documents for inspection referred to hereunder, may be inspected by Eligible Creditors at the principal place of business of the Trust, from 10:00 A.M. to 5:00 P.M., on all Working Days from the date of filing the Placement Memorandum until the date of listing of the Units pursuant to this Unit Distribution. Any of the contracts or documents mentioned in this Draft Placement Memorandum may be amended or modified at any time if so required in the interest of the Trust or if required by the other parties, without reference to the Unitholder, subject to compliance with applicable law and the InvIT Documents.

1. Trust Deed entered into between the Settlor and the Trustee dated October 6, 2020, as amended.

2. SEBI registration certificate for the Trust bearing number IN/InvIT/20-21/0015 dated December 22, 2020 as an infrastructure investment trust.

3. Investment Management Agreement entered into between the Trustee (acting on behalf of the Trust) and the Investment Manager dated October 23, 2020, as amended.

4. Project implementation and management agreement entered into between the Trustee (acting on behalf of the Trust), the Investment Manager, the Project Manager, and HREL dated December 23, 2022.

5. Project implementation and management agreement entered into between the Trustee (acting on behalf of the Trust), the Investment Manager, the Project Manager, and SBHL dated March 25, 2022.

6. Project implementation and management agreement entered into between the Trustee (acting on behalf of the Trust), the Investment Manager, the Project Manager, and MBEL dated December 24, 2021.

7. Project implementation and management agreement entered into between the Trustee (acting on behalf of the Trust), the Investment Manager, the Project Manager, and TRDCL dated December 23, 2022.

8. Project implementation and management agreement entered into between the Trustee (acting on behalf of the Trust), the Investment Manager, the Project Manager, and PSRDCL dated May 18, 2023.

9. Project implementation and management agreement entered into between the Trustee (acting on behalf of the Trust), the Investment Manager, the Project Manager, and BAEL dated [●].

10. Tripartite agreement dated October 8, 2021, among NSDL, the Trust, and the Registrar.

11. Tripartite agreement dated October 28, 2021, among CDSL, the Trust, and the Registrar.

12. Share purchase agreement entered into between the IL&FS Transportation Networks Limited, the Investment Manager, the Trustee (acting on behalf of the Trust) and HREL dated December 6, 2022.

13. Share purchase agreement entered into between the IL&FS Transportation Networks Limited, the Investment Manager, the Trustee (acting on behalf of the Trust) and TRDCL dated December 6, 2022.

14. Share purchase agreement entered into between the IL&FS Transportation Networks Limited, the Investment Manager, the Trustee (acting on behalf of the Trust) and MBEL dated December 6, 2021.

15. Share purchase agreement entered into between the IL&FS Transportation Networks Limited, the Investment Manager, the Trustee (acting on behalf of the Trust) and SBHL dated March 15, 2022.

16. Share purchase agreement entered into between the IL&FS Transportation Networks Limited, the Investment Manager, the Trustee (acting on behalf of the Trust) and PSRDCL dated March 29, 2023.

17. Share purchase agreement entered into between the IL&FS Transportation Networks Limited, the Investment Manager, the Trustee (acting on behalf of the Trust) and BAEL dated [●].

18. Placement Agreement entered into among the Investment Manager, the Trustee (acting on behalf of, and in its capacity as a trustee to, the Trust), the Sponsor, the Project Manager, the Placement Agent and the Distributing Unitholders, dated April 2, 2024.

19. Certified copies of the updated Memorandum and Articles of Association of the Investment Manager as amended from time to time.

20. Board resolution of the Investment Manager dated April 2, 2024, authorising this Unit Distribution.

21. Consents from the (i) Placement Agent; (ii) Legal counsel to the Trust as to Indian law; (iii) Legal Counsel to the Placement Agent as to Indian Law; (iv) Valuer; (v) Registrar; (vi) Compliance Officer of the Trust; (vii) Traffic Consultant; (viii) Technical Consultant; and (ix) Auditors.

22. Audited Combined Financial Statements and the report dated March 19, 2024 thereon.

23. Summary financial statements of the Sponsor for financial years ended March 31, 2023, March 31, 2022 and March 31, 2021.

24. Summary financial statements of the Investment Manager for the period ended March 31, 2021, March 31, 2022 and March 31, 2023.

25. Projections of Revenue from Operations and Cash Flow from Operating Activities and the report dated March 19, 2024 thereon.

26. The statement of tax benefits dated April 2, 2024, from the Auditors.

27. SEBI Exemption Letters.

28. NCLAT orders dated March 12, 2020; May 31, 2022; July 6, 2022; January 19, 2023; February 13, 2023; April 26, 2023 and May 18, 2023 in relation to the Resolution Framework.

29. NCLT orders dated October 1, 2018; September 15, 2021; and October 14, 2022 in relation to the Resolution Framework.

30. In-principle listing approval dated [●] issued by the NSE.

31. In-principle listing approval dated [●] issued by the BSE.

32. Corporate governance policies of the Investment Manager.

33. Concession Agreement dated June 29, 2012 entered into between SBHL and the Governor of Rajasthan acting through the Chief Engineer(NH), Public Works Department, Government of Rajasthan, as amended or supplemented.

34. Concession Agreement dated February 19, 2010 entered into between MBEL and the National Highways Authority of India.

35. Concession Agreement dated March 16, 2004 entered into between TRDCL and the Kerala Road Fund Board, Executive Engineer, Public Works Department, Government of Kerala.

36. Concession Agreement dated May 8, 2013 entered into between BAEL and the National Highways Authority of India.

37. Concession Agreement dated October 8, 2009 entered into between HREL and the National Highways Authority of India.

38. Concession Agreement dated September 30, 2009 entered into between PSRDCL and the National Highways Authority of India, as amended.

DECLARATION

The Investment Manager hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) are material, true, correct, not misleading and adequate.

For **Roadstar Investment Managers Limited**

Sd/-
Chandra Shekhar Rajan
Non-Executive Director

Date: April 2, 2024
Place: Jaipur

DECLARATION

The Investment Manager hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) are material, true, correct, not misleading and adequate.

For **Roadstar Investment Managers Limited**

Sd/-
Jagadip Narayan Singh
Independent Director

Date: April 2, 2024
Place: Delhi

DECLARATION

The Investment Manager hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) are material, true, correct, not misleading and adequate.

For **Roadstar Investment Managers Limited**

Sd/-
Rajeev Uberoi
Independent Director

Date: April 2, 2024
Place: Bhopal

DECLARATION

The Investment Manager hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) are material, true, correct, not misleading and adequate.

For **Roadstar Investment Managers Limited**

Sd/-
Preeti Grover
Independent Director

Date: April 2, 2024
Place: Delhi

DECLARATION

The Investment Manager hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) are material, true, correct, not misleading and adequate.

For **Roadstar Investment Managers Limited**

Sd/-
Lubna Usman
Non - Executive Director

Date: April 2, 2024
Place: Mumbai

DECLARATION

The Investment Manager hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Investment Manager and the Project SPVs (except BAEL) are material, true, correct, not misleading and adequate.

For **Roadstar Investment Managers Limited**

Sd/-
Subrata Kumar Atindra Mitra
Independent Director

Date: April 2, 2024
Place: Frankfurt

DECLARATION

The Sponsor hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Sponsor, its Associates, the Sponsor Group and BAEL is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Sponsor further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Sponsor, its Associates, the Sponsor Group and BAEL are material, true, correct, not misleading and adequate.

For **Roadstar Infra Private Limited**

Sd/-
Rakesh Chatterjee
Non- Executive Director

Date: April 2, 2024
Place: Delhi

DECLARATION

The Sponsor hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Sponsor, its Associates, the Sponsor Group and BAEL is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Sponsor further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Sponsor, its Associates, the Sponsor Group and BAEL are material, true, correct, not misleading and adequate.

For **Roadstar Infra Private Limited**

Sd/-
Feby Koshy
Non - Executive Director

Date: April 2, 2024
Place: Mumbai

DECLARATION

The Sponsor hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum in relation to the Sponsor, its Associates, the Sponsor Group and BAEL is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Sponsor further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to the Sponsor, its Associates, the Sponsor Group and BAEL are material, true, correct, not misleading and adequate.

For **Roadstar Infra Private Limited**

Sd/-
Sabina Bhavnani
Non - Executive Director

Date: April 2, 2024
Place: Mumbai

DECLARATION

The Trustee hereby declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Trustee further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate.

SIGNED BY THE TRUSTEE

Sd/-
For **AXIS TRUSTEE SERVICES LIMITED**

Date: April 2, 2024
Place: Mumbai

DECLARATION

IL&FS Financial Services Limited, being a Distributing Unitholder hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) as applicable, have been complied with by IL&FS Financial Services Limited and no statement made in this Draft Placement Memorandum in relation to itself is contrary to the applicable provisions of the InvIT Regulations (subject to exemptions granted by SEBI), the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Distributing Unitholder further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to itself and the Unit Distribution are material, true, correct, not misleading and adequate.

FOR AND ON BEHALF OF IL&FS FINANCIAL SERVICES LIMITED

Sd/-
Name: Kaushik Modak
Authorised Signatory

Date: April 2, 2024
Place: Mumbai

DECLARATION

Sabarmati Capital One Limited, being a Distributing Unitholder hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) as applicable, have been complied with by Sabarmati Capital One Limited and no statement made in this Draft Placement Memorandum in relation to itself is contrary to the applicable provisions of the InvIT Regulations (subject to exemptions granted by SEBI), the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Distributing Unitholder further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to itself and the Unit Distribution are material, true, correct, not misleading and adequate.

FOR AND ON BEHALF OF SABARMATI CAPITAL ONE LIMITED

Sd/-
Name: Ajay Swaminathan Vaidyanath
Authorised Signatory

Date: April 2, 2024
Place: Mumbai

DECLARATION

IL&FS Transportation Networks Limited, being a Distributing Unitholder hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) as applicable, have been complied with by IL&FS Transportation Networks Limited and no statement made in this Draft Placement Memorandum in relation to itself is contrary to the applicable provisions of the InvIT Regulations (subject to exemptions granted by SEBI), the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Distributing Unitholder further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to itself and the Unit Distribution are material, true, correct, not misleading and adequate.

FOR AND ON BEHALF OF IL&FS TRANSPORTATION NETWORKS LIMITED

Sd/-
Authorised Signatory
Name: Milind Gandhi
Designation: Chief Financial Officer

Date: April 2, 2024
Place: Mumbai

DECLARATION

Infrastructure Leasing & Financial Services Limited, being a Distributing Unitholder hereby declares and certifies that all relevant provisions of the InvIT Regulations (subject to exemptions granted by SEBI), SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) as applicable, have been complied with by Infrastructure Leasing & Financial Services Limited and no statement made in this Draft Placement Memorandum in relation to itself is contrary to the applicable provisions of the InvIT Regulations (subject to exemptions granted by SEBI), the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Distributing Unitholder further certifies that all the statements and disclosures in this Draft Placement Memorandum in relation to itself and the Unit Distribution are material, true, correct, not misleading and adequate.

FOR AND ON BEHALF OF INFRASTRUCTURE LEASING & FINANCIAL SERVICES LIMITED

Sd/-
Name: Shekhar Prabhudesai
Authorised Signatory

Date: April 2, 2024
Place: Mumbai

ANNEXURE A - VALUATION REPORT

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Report on Enterprise Valuation of the Specified Companies of the Roadstar Infra Investment Trust

Private and Confidential

Report Ref. No. RVA2324BOMREP152

Date: 12/03/2024

Roadstar Investment Managers Limited
(Investment Manager to Roadstar Infra Investment Trust)
The IL&FS Financial Centre,
Plot No. C22, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051

Kind attention: Danny Samuel, Chief Executive Officer

Sub: Valuation of the Specified Companies pursuant to Securities Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended (the "SEBI InvIT Regulations")

Dear Sir,

We refer to our engagement letter dated February 23, 2024, wherein RBSA Valuation Advisors LLP ("RBSA") has been appointed by Roadstar Investment Managers Limited ("RIML"/ the "Investment Manager"), as an independent valuer, as defined under Regulation 2(zzf) of the SEBI InvIT Regulations, to carry out the enterprise valuation of the following companies, as of December 31, 2023, of Roadstar Infra Investment Trust,

- Moradabad Bareilly Expressway Limited ("MBEL");
- Sikar Bikaner Highway Limited ("SBHL");
- Hazaribagh Ranchi Expressway Limited ("HREL");
- Thiruvananthapuram Road Development Company Ltd ("TRDCL");
- Pune Sholapur Road Development Company Limited ("PSRDCL") and;
- Barwa Adda Expressway Limited ("BAEL")[1].

The aforementioned companies are hereinafter together referred to as the "Specified Companies" or individually as the "Company" as the context may require. The Specified Companies are primarily engaged in operating and maintaining road projects on toll/ annuity basis.

Roadstar Infra Investment Trust ("RIIT" or the "Trust" or "InvIT") is registered with the Securities and Exchange Board of India ("SEBI") as an infrastructure investment trust under the SEBI InvIT Regulations. RIIT is sponsored by Roadstar Infra Private Limited ("RIPL" or the "Sponsor"). The Sponsor established RIIT on October 6, 2020, and RIIT was registered with SEBI on December 22, 2020, as an InvIT pursuant to the InvIT Regulations. RIML is the Investment Manager to the Trust, RIPL is the Sponsor to the Trust and Axis Trustee Services Limited (the "Trustee") is Trustee to the Trust, within the meaning of the SEBI InvIT Regulations.

We have been requested by the management of RIML (the "Management") to carry out the enterprise valuation of the Specified Companies as per Regulation 21 contained in the Chapter V of the SEBI InvIT Regulations, in connection with the proposed listing of units of the Trust (the "Private Offering"). This Report has been prepared solely for the purpose of inclusion as part of the draft Placement Memorandum

[1] In the process of getting acquired by the Trust

("DPM") and the final Placement Memorandum ("FPM") and such other documents as may be required in accordance with the SEBI InvIT Regulations requiring an independent valuation.

We have analysed the information provided by/on behalf of the Management through broad inquiry, analysis and review but have not carried out a due diligence or audit of such information. We have relied on the explanations and information provided by/ on behalf of the Management. We have no present or planned future interest in the Sponsor, Trust, or the Specified Companies except to the extent of our appointment as an independent valuer. Our professional fees for the valuation are not contingent upon the values reported herein. Our valuation analysis should not be construed as an investment advice specifically, we do not express any opinion on the suitability or otherwise of entering into any financial or other transaction with the Trust / Specified Companies.

We enclose our valuation report (the "Report") providing our opinion on the fair enterprise valuation of the Specified Companies as of December 31, 2023 ("Valuation Date"), on a 'going concern value' premise. The attached Report details the valuation approach and methodologies, calculations, and conclusions with respect to this valuation.

Our valuation analysis must be considered as a whole. Selecting portions of our analysis or the factors we considered, without considering all factors and analysis together could create a misleading view of the process underlying the valuation conclusions. Valuation is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.

Our valuation conclusion included herein, and Report complies with the SEBI InvIT Regulations and guidelines, circular or notification issued by SEBI thereunder.

Please note that the Report must be read in conjunction with the Assumptions and Limiting Conditions, which are contained in Section 3 of this Report. This letter, the Report and the summary of valuation included herein may be provided to the Trust's advisors, the Securities and Exchange Board of India, other regulatory and supervisory authority, as may be required in connection with the Private Offering.

This letter should be read in conjunction with the attached Report.

For RBSA Valuation Advisors LLP,
(RVE No.: IBBI/RV-E/05/2019/110)

Name: Samir D. Shah
Designation: Partner
Asset Class: Securities or Financial Assets
RV No.: IBBI/RV/06/2019/12263
Date: 12/03/2024
Place: Mumbai

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1. Executive Summary

Roadstar Infra Investment Trust ("RIIT" or the "Trust" or "InvIT") is registered with SEBI as an infrastructure investment trust under the SEBI (Infrastructure Investment Trusts) Regulations, 2014, as amended ("the SEBI InvIT Regulations") (Registration Number: IN/InvIT/20-21/0015).

Roadstar Investment Managers Limited ("RIML" or the "Investment Manager") is the investment manager to the Trust, Roadstar Infra Private Limited ("RIPL" or the "Sponsor") is Sponsor to the Trust and Axis Trustee Services Limited is the Trustee to the Trust in accordance with the SEBI InvIT Regulations.

In financial year ("FY") 2021-22, RIIT acquired from IL&FS Transportation Network Limited's ("ITNL"), a subsidiary of Infrastructure Leasing & Financial Services Limited, equity stake in MBEL and SBHL. In FY 2022-23, RIIT acquired equity stakes in HREL and TRDCL from ITNL. In FY 2023-24, RIIT acquired equity stake in PSRDCL and is in the process of acquiring equity stake in BAEL. These transactions with respect to the acquisition of these entities by RIIT are related party transactions.

The Investment Manager has approached RBSA Valuation Advisors LLP ("RBSA") to determine the enterprise value of the Specified Companies of the Trust as per Regulation 21(7) of the SEBI InvIT Regulations as of December 31, 2023 ("Valuation Date") in connection with the Private Offering.

RIIT's current portfolio consists of the Specified Companies comprising of five BOT/Annuity Road Assets across five states and a present road network of ~577 kilometres. After acquisition of BAEL, RIIT will have six BOT/Annuity Road Assets. The Specified Companies shall comprise of the following:

1.1. Moradabad Bareilly Expressway Limited ("MBEL") operates and maintains a four-lane highway with an aggregate length of ~121 kilometers ("Km") on a toll basis, between Moradabad and Bareilly on National Highway 24 in Uttar Pradesh.

1.2. Sikar Bikaner Highway Limited ("SBHL") operates and maintains a two/four lane highway with an aggregate length of ~238 Km on toll basis, between Sikar and Bikaner on National Highway 11 in Rajasthan;

1.3. Hazaribagh Ranchi Expressway Limited ("HREL") operates and maintains a four-lane highway with an aggregate length of ~73.5 Km on an annuity basis, between Hazaribagh and Ranchi by-pass on National Highway 33 in Jharkhand;

1.4. Thiruvananthapuram Road Development Company Ltd ("TRDCL") is an annuity project involving improvement of ~43 Km, of city road passes from National Highway 47 in Thiruvananthapuram, Kerala;

1.5. Pune Sholapur Road Development Company Limited ("PSRDCL") was awarded project by NHAI, to undertake design, engineering, construction, development, finance, and operation & maintenance of four laning of Pune-Sholapur section of NH-9 from 144.4 Km to 249.0 Km in the State of Maharashtra under National Highways Development Project Phase III on design, build, finance, operate and transfer (DBFOT) basis;

RBSA VALUATION ADVISORS LLP

1.6. Barwa Adda Expressway Limited ("BAEL") has been granted a 20-year concession by the NHAI for construction and widening of a six- lane highway, the Barwa-Adda-Panagarh section of NH-2 from 398.240 Km to 521.120 Km, including Panagarh Bypass, in the states of Jharkhand and West Bengal under National Highway Development Program Phase-V on a Design-Build-Finance-Operate-Transfer (DBFOT) basis.

The following is the historical valuation summary of the Specified Companies of the Trust:

Particulars	MBEL	SBHL	HREL	TRDCL	PSRDCL
Stake Acquired	85.50%	100.00%	99.90%	50.00%	90.01%
Date of Acquisition	Dec 24, 2021	Mar 22, 2022	Dec 16, 2022	Dec 19, 2022	May 16, 2023
Acquisition Price	INR 5,767.8 Mn	INR 3,778.8 Mn	INR 1	INR 1	INR 1
Enterprise Value,					
as of March 31, 2021	*	*	*	*	*
as of March 31, 2022	INR 32,427.3 Mn	INR 10,476.9 Mn	*	*	*
as of March 31, 2023	INR 32,778.3 Mn	INR 9,052.6 Mn	INR 5,305.9 Mn	INR 810.7 Mn	#NA
as of September 30, 2023	INR 31,433.2 Mn	INR 9,333.4 Mn	INR 4,999.7 Mn	INR 794.8 Mn	INR 19,176.0 Mn

Source: Management Information
** The assets were not acquired by the Trust on the reporting date.*
#NA – Not Applicable as the company was acquired by the Trust in September 2023.

Valuation Analysis

Discounted Cash Flow ("DCF") method under the Income Approach has been adopted for determining the enterprise valuation of the Specified Companies. Free Cash Flow to Firm method under DCF has been applied based on the projected financial statements of the Specified Companies provided by the Management. The Business Enterprise Value has been computed by discounting the free cash flows to the firm, beginning January 1, 2024, until the end of the concession period using an appropriate Weighted Average Cost of Capital ("WACC").

The Trust has appointed independent consultants to carry out traffic study and estimation of toll revenue ("Traffic Study Reports") and technical study ("Technical Reports") for estimation of operating and maintenance expenses and major maintenance expenses, for the balance concession period of the Specified Companies. We have relied upon such Traffic Study Reports and Technical Reports provided by the Management for the Specified Companies for working out the enterprise valuation of the Specified Companies.

Valuation of a company/ business is not a precise science and the conclusions arrived at in many cases will be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value and we normally express our opinion on the value as falling within a likely range. However, considering the nature of the engagement we have provided a single point value estimate. While we have provided our opinion on the enterprise value of the Specified Companies based on the information made available to us and within the scope and constraints of our engagement, others may have a different opinion. Accordingly, we expressly disclaim all liability for any loss or damage of whatever kind which may arise from any person acting on any information and estimates contained in this Report which are contrary to the stated purpose.

While our work has involved an analysis of financial and other information provided by/ on behalf of the Management, our engagement does not include an audit in accordance with generally accepted auditing standards of the Specified Companies'. We have not carried out any independent technical evaluation or appraisal or due diligence of the assets or liabilities of the Specified Companies. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by/ on behalf of the Management. Our Report is subject to the scope, assumptions and limitations detailed hereinafter. As such the Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to herein and in the context of the purpose for which it is made.

Enterprise Valuation of the Specified Companies as of December 31, 2023 ("Valuation Date") has been carried out considering *inter-alia* historical performance of the Specified Companies, Traffic Study and Technical Reports of independent consultants, Business plan/ Projected financial statements of the Specified Companies and other information provided by/ on behalf of the Management, industry analysis and other relevant factors.

The valuation summary of the Specified Companies as of December 31, 2023, is as follows:

In INR Mn

Name of the Company	WACC	Business Enterprise Value #	Adjusted Enterprise Value *
MBEL	11.0%	30,661.0	31,388.5
SBHL	10.9%	8,738.1	9,448.0
HREL	9.8%	3,776.9	4,581.1
TRDCL	10.6%	497.6	765.4
PSRDCL	10.9%	17,095.6	19,365.7
BAEL @	11.2%	11,341.2	19,464.3
Total		**72,110.4**	**85,013.0**

Comprising present value of free cash flow to firm for the explicit period and release of net working capital at the end of explicit period. Excludes Contingent Claims.
** After considering adjustments, as appropriate, for cash and cash equivalents, advance tax, and contingent liabilities, etc.*
@ Read in conjunction with Note 2 on Page 41.

2. Engagement Overview

2.1 Roadstar Infra Investment Trust is registered with the Securities and Exchange Board of India as an infrastructure investment trust under the SEBI InvIT Regulations. RIML is the investment manager to the Trust, RIPL is the Sponsor to the Trust and Axis Trustee Services Limited is the Trustee to the Trust in accordance with the SEBI InvIT Regulation.

2.2 In accordance with Regulation 21(7) of SEBI InvIT Regulations, RBSA has been appointed as an independent valuer to undertake enterprise valuation of Specified Companies as on December 31, 2023, in connection with proposed listing of the units on one or more Indian stock exchanges consequent to the proposed private placement of the Trust. (the "Private Offering").

2.3 RBSA Valuation Advisors LLP is a registered valuer entity under the Section 247 of the Companies Act, 2013 registered with the Insolvency and Bankruptcy Board of India having Registered Valuer Entity No. IBBI/RV-E/05/2019/110.

2.4 We declare that:

- We are competent to undertake the valuation;
- We are independent and have prepared the Report on a fair and unbiased basis; and
- We have valued the Specified Companies based on the valuation standards as specified/ applicable as per the SEBI InvIT Regulations.

2.5 The Valuation Date considered for the Enterprise Valuation of the Specified Companies is December 31, 2023. Valuation analysis and results are specific to the Valuation Date. A valuation of this nature involves consideration of various factors including the financial position of the Specified Companies as at the Valuation Date, trends in the equity stock market and fixed income security market, macro-economic and industry trends, etc.

3. Assumptions and Limiting Conditions

3.1. RBSA has been appointed as a Registered Valuer to carry out enterprise value of the Specified Companies of the Trust as per Regulation 21(7) of the SEBI InvIT Regulations as on the Valuation Date.

3.2. The basis of value applied in this engagement is fair value. Fair Value has been defined as per the valuation standards issued by the Institute of Chartered Accountants of India ("ICAI VS") as, "Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the valuation date." Valuation is carried out on a 'going concern value' premise.

3.3. This Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; (ii) the Valuation Date, and (iii) are based on the data detailed in the section - Sources of Information. The Management has represented that the business activities of the Specified Companies have been carried out in normal and ordinary course between December 31, 2023, and the Report Date and that no material changes have occurred in their operations and financial position between Valuation Date and the Report date.

3.4. Valuation is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgement. In the ultimate analysis, our valuation will have to be tempered by the exercise of judicious discretion and judgment considering all the relevant factors. There will always be several factors, e.g., management capability, present and prospective competition, yield on comparable securities, market sentiment, etc. which may not be apparent from the Balance Sheet but could strongly influence the value. There is, therefore, no indisputable single value and while we normally express our opinion on the value as falling within a likely range, considering the nature, purpose, and requirement of the engagement we have provided a single point value. While we have provided our opinion on valuation based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion.

3.5. Our valuation is based on the market, financial and other information provided by the Management and other information that was publicly available or sourced from subscribed databases, which have been relied upon for the purpose of valuation. The Management has represented to us that the information provided for valuation is complete, accurate, true, and correct to the best of their knowledge. We have relied on the Management representation concerning the financial data and operational data. We have carried out relevant analyses and evaluations through discussions, calculations, and such other means, as appropriate.

3.6. In accordance with the terms of our engagement letter and in accordance with the customary approach adopted in valuation exercise, our valuation does not constitute an audit or review in accordance with the auditing standards applicable in India, accounting / financial / commercial / legal / tax / environmental due diligence or forensic / investigation services and does not include verification or validation work. Accordingly, we express no audit opinion or any other form of assurance on the information provided.

3.7. The Management has indicated to us, and they understand that any omissions, inaccuracies, or misstatements may materially affect our valuation analysis/conclusion. Accordingly, we assume no responsibility for any errors in the information provided by the Management and their impact on the Report. We reserve our right to alter our conclusions if it is found that the information provided to us by the Management was not reliable, accurate or complete.

3.8. We have relied on data from external sources to conclude the valuation. These sources are believed to be reliable and therefore, we assume no liability for the truth or accuracy of any data, opinions or estimates furnished by others that have been used in this analysis. Where we have relied on data, opinions or estimates from external sources, reasonable care has been taken to ensure that such data has been correctly extracted from those sources and /or reproduced in its proper form and context.

3.9. Valuation analysis may contain and/ or are based on estimates of future financial performance or opinions that represent reasonable expectations at a particular point of time. During the course of the valuation, we were provided with both written and verbal information. We have evaluated the information provided to us for Specified Companies by the Trust through inquiry, analysis and review but have not carried out a due diligence or audit of the information provided for the purpose of this engagement. Accordingly, such information, estimates or opinions are not offered as our predictions or our assurance that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. Because events and circumstances

frequently do not occur as expected, there will usually be differences between predicted and actual results, and those differences may be material. We take no responsibility for the achievement of the predicted results as it is dependent on the actions, plans, and assumptions of the Management.

3.10. Our Report and the opinion/ valuation analysis contained herein is not nor should it be construed as advice relating to investing in, purchasing, selling, or otherwise dealing in securities or as providing management services or carrying out management functions. It is understood that this analysis does not represent a fairness opinion. The valuation analysis and results are governed by the concept of materiality.

3.11. This Report has been prepared for the purpose as stated herein and should not be relied upon for any other purpose. This Report is only for the sole use of the Trust and is restricted to the purpose indicated in the engagement letter. We shall not assume any responsibility to any third party to whom the Report is disclosed or otherwise made available. This restriction does not preclude RIML from providing a copy of the Report to third-party advisors ("Permitted Recipient'') whose review would be consistent with the intended use. We do not take any responsibility for the unauthorized use of this Report.

3.12. We owe responsibility only to the RIML that has appointed RBSA under the terms of the engagement letter. We will not be liable for any losses, claims, damages, or liabilities arising out of the actions taken, omissions of or advice given by any other third party to the Trust/RIML. In no event shall we be liable for any loss, damages, cost, or expenses arising in any way from fraudulent acts, misrepresentations, or willful default on part of the RIML/ Trust, their directors, employees, or agents. In no circumstances shall the liability of the Valuer, its partners, directors, or employees, relating to the services provided in connection with the engagement set out in this Report exceed the amount paid to the Valuer in respect of the fees charged by it for these services.

3.13. Any person/ party intending to provide finance to the Trust/ Specified Companies, invest/ divest shares of the Specified Companies/ units of Trust, if any, shall own do so after seeking their professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision. If any person/ party (other than the Trust) chooses to place reliance on any matters included in the Report, they shall do so at their own risk and without recourse to RBSA. It is hereby notified that usage, reproduction, distribution, circulation, copying or otherwise quoting of this Report or any part thereof, except for the purpose as set out earlier in this Report, without our prior written consent, is not permitted, unless there is a statutory or a regulatory requirement to do so. RBSA accepts no responsibility or liability to any other party (including Permitted Recipient), in connection with this Report. It is clarified that reference to this Report in any document and / or filing or possession of this Report by any party, shall not be deemed to be an acceptance by RBSA of any responsibility or liability to any person/ party other than the Trust. RBSA accepts no duty, obligation, liability, or responsibility to any party, other than the Trust with respect to the services and/ or this Report.

3.14. Our valuation is primarily from a business perspective and does not consider various legal and other corporate structures beyond the limited information provided to us by the Management. Valuation is based on business, economy, market, and other conditions as they existed as of the Valuation Date. Subsequent events or circumstances could affect the conclusions set forth in our valuation include, without limitation, adverse changes in industry performance or market conditions and changes to the business, financial condition, and results of operations of the Specified Companies

RBSA VALUATION ADVISORS LLP

and therefore enterprise value of the Specified Companies. This Report is issued on the understanding that the Management has drawn our attention to all the matters, which they are aware of concerning the financial position of the Trust / Specified Companies and any other matter, which may have an impact on our opinion, on the valuation analysis as on the Valuation Date. Due to possible changes in market forces and circumstances, this Report can only be regarded as relevant as at the Valuation Date. RBSA is under no obligation to update, revise or reaffirm the valuation.

3.15. We have provided a copy of our draft Report to RIML to review factual information in our Report as part of our standard practice to make sure that factual inaccuracies/omissions/etc. are avoided in our final Report.

3.16. The Report assumes that the Specified Companies comply fully with relevant laws and regulations applicable in their area of operations and usage unless otherwise stated, and that the Specified Companies will be managed in a competent and responsible manner. Further, unless specifically stated, this Report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigations and other contingent liabilities that are not recorded/reflected in the financial statements provided to us. Valuation may be significantly influenced by adverse legal, title or ownership, encumbrance issues; we reserve our right to alter the conclusions should any such issues are brought to our knowledge at a later date. The numbers in the tables may not add up due to rounding off.

3.17. In performing the valuation analysis set forth herein, we have made certain assumptions with respect to industry performance and general business and economic conditions, many of which are outside the control of the Specified Companies and subject to change.

3.18. We do not have any financial interest in the Trust, nor do we have any conflict of interest in carrying out this valuation. Further, the information provided by the Management has been appropriately reviewed in carrying out the valuation.

3.19. Certain clarifications were provided by the Management orally, without confirmations in writing. We have assumed that such verbal information or clarifications provided to us is reliable, accurate and complete in all respects. We reserve the right to alter our conclusions should any information that we are not aware of at the time of preparing this Report come to light that has a material impact on the conclusions herein.

Limitation of Liabilities:

- It is agreed that, having regard to RBSA's interest in limiting the personal liability and exposure to litigation of its personnel, the Sponsor, the Trust, or the Trustee will not bring any claim in respect of any damage against any of RBSA's personnel.

- In no circumstances, RBSA shall be responsible for any consequential, special, direct, indirect, punitive or incidental loss, damages or expenses (including loss of profits, data, business, opportunity cost, goodwill or indemnification) in connection with the performance of the services whether such damages are based on breach of contract, tort, strict liability, breach of warranty, negligence, or otherwise).

- In the particular circumstances of this case, our liability (in contract or under statute or otherwise) for any loss or damage caused, shall be limited to the amount of fees actually received by us, as laid out in the engagement letter, for such valuation work.

- It is clarified that RIML / Trust will be solely responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in their responsibilities, misrepresentations, incorrect and incomplete information including information provided to determine the assumptions.

- We have relied upon the information provided by the Management in respect of the material claims/ litigations/ penalties/ tax disputes for the purposes of disclosure in this Report.

4. Sources of Information

For the purpose of undertaking this valuation exercise, we have relied on the following sources of information provided by/on behalf of the Management:

- Audited special purpose financial statements of Specified Companies for the nine months period ended December 31, 2023;
- Concession Agreement for the Specified Companies;
- Reports of independent consultants appointed by Trust for traffic study and estimation of toll revenue for the balance concession period of the Specified Companies, beginning October 1, 2023, operating toll road projects;
- Report of independent consultants appointed by the Trust for technical study for estimation of operating and maintenance expenses and major maintenance expenses, beginning October 1, 2023, till the balance concession period of the Specified Companies and Management's estimate of the said expenses for the period ending March 31, 2024, in case of overruns;
- Projected financial statements of the Specified Companies for the balance period of the Concession Agreement which the Management expects to be their best estimate of the expected performance of the Specified Companies going forward ("Management Projections");
- Discussions with the Management to inter-alia understand historical and expected future performance of the Specified Companies, key value drivers and other factors affecting the business of Specified Companies;
- Capital IQ's database of publicly traded companies.

We have also obtained the explanations, information, and representations, which we believed were reasonably necessary and relevant for our exercise from the Management.

5. Procedures

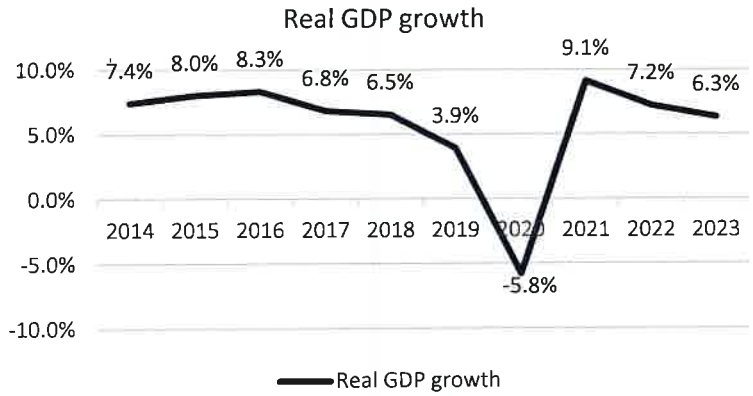
In connection with this exercise, we have adopted the following procedures to carry out the valuation. Procedures adopted for our analysis included such substantive steps as we considered necessary under the circumstance, including, but not limited to the following:

- Discussion with the Management to inter-alia:
  - Understand the business and fundamental factors that affect the business of the Specified Companies;
  - Understand historical financial performance, current state of affairs and expected future financial performance of the Specified Companies;
- Analysis of information shared by the Management including the following:
  - financial statements of the Specified Companies;
  - Management Projections
- Considered the key terms of Concession Agreement;
- Considered the Traffic study reports and Technical Reports including Management's estimate of cost overruns;
- Analysis of the information available in public domain/ subscribed databases in respect of the comparable companies/ comparable transactions;
- Selection of valuation approach and valuation methodology/(ies), in accordance with ICAI VS, as considered appropriate and relevant by us;
- Analysis of other publicly available information;
- Determination of Business Enterprise Value and Adjusted Enterprise Value of the Specified Companies.

6. Industry Overview

Indian Economy

- India, ranked as the fifth largest economy, has been amongst the fastest growing economies in the world over the past few years, with a GDP growth of 6.3% in Financial Year 2023 (*Source: IMF*)



- The Indian economy is expected to grow by 6.5% in real terms in 2023-24 and the GDP is expected to grow in real terms by 6.0% to 6.8% in FY 2024. (*Source: Economic Survey 2022-23 by Ministry of Finance*).

Road Infrastructure in India

- India has the second-largest road network in the world, spanning a total of 6.3 million kilometers (kms). This road network transports 64.5% of all goods in the country and 90% of India's total passenger traffic uses road network to commute.

Particulars	In Km	% Share
National Highways	1,44,955	2.3%
State Highways	1,67,079	2.6%
Other Roads	60,19,757	95.1%
Total	**63,31,791**	

Source: MoRTH Annual Report 2022-23

- Highway construction in India increased at 17.00% CAGR between FY16-FY21. India's road network has grown 59% to become the second largest in the world in the last nine years.

Strong momentum in expansion of roadways

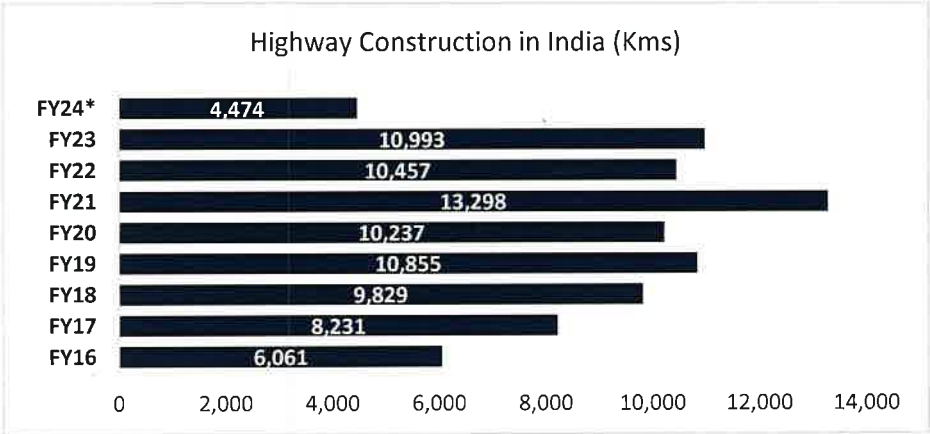
- Under the Union Budget 2023-24, the Government of India has allocated INR 2.7 lakh crore (US$ 33 billion) to the Ministry of Road Transport and Highways. In FY23 (until December), the Ministry of Road Transport and Highways constructed national highways extending 6,318 kms.
- 100% Foreign Direct Investment (FDI) is allowed under the automatic route in the road and highways sector. According to the data released by Department for Promotion of Industry and Internal Trade Policy (DPIIT), Cumulative FDI inflows in construction development stood at US$ 26.35 billion between April 2000-March 2023.
- Under Phase-I of Bharatmala Pariyojana, the Ministry has approved implementation of 34,800 km of national highways in 5 years with an outlay of INR 5,35,000 crore (US$ 76.55 billion). Under this scheme, 22 greenfield projects (8,000 kms length) are being constructed; this is worth INR 3.26 lakh crore (US$ 43.94 billion)
- NHAI is planning to award 1,000-1,500 km of projects under the BOT model in 2023-24.
- In 2023-24, NHAI is allocated INR 1.62 lakh crore (US$ 20 billion), all of which is budgetary support.
- To improve commuting experience on National Highways, NHAI will develop Wayside Amenities (WSA) at more than 600 locations on National Highways and Expressways by FY25. Wayside Amenities will be developed every 40-60 km of current and upcoming National Highways and Expressways.
- In August 2023, the National Highways Authority of India (NHAI) made a big step towards improving the highway user experience, with the introduction of 'Rajmargyatra,' a citizen-centric unified mobile application. This user-friendly app provides travelers with in-depth knowledge of Indian National Highways as well as an effective procedure for filing complaints.
- The National Highways serve as the arterial network of the country. The development of National Highways is the responsibility of the Government of India. The Government of India had launched major initiatives to upgrade and strengthen National Highways through various phases of the National Highways Development Project (NHDP) and is taking the initiative forward through the umbrella program of Bharatmala Pariyojana Phase-I and other schemes and projects. The status of various components of Bharatmala Pariyojana Phase-I and other schemes up to December 31, 2022[2] are as under,

[2] MoRTH Annual Report 2022-23

Components / Scheme	Total Length (Km)	Length completed up to 31.12.2022
A. Bharatmala Pariyojana Phase - I		
Economic Corridors	9,000	3,155
Inter-corridor & Feeder Roads	6,000	1,381
National Corridors Efficiency Improvement	5,000	1,412
Border & International Connectivity	2,000	1,213
Coastal & Port Connectivity Roads	2,000	93
Expressways	800	779
Sub Total	**24,800**	**8,033**
Balance Road works under NHDP	10,000	3,756
Total	**34,800**	**11,789**
B. Other Schemes		
SARDP-NE (Phase A and Arunachal Pradesh)	6,418	4,473
LWE (including Vijayawada Ranchi Route)	6,085	5,818
EAP (WB+JICA+ADB)	2,855	1,764

Source: MoRTH Annual Report 2022-23

- For improving first/last mile connectivity to all Major & Non-major ports of the country specifically the operational/under implementation ports, 55 port connectivity and associated hinterland, projects with a total length of 2,779 Km have been initiated by the Ministry and its implementing agencies. Post completion of these projects, 45 maritime ports will be provided with National Highway or 4 Lane+ connectivity.
- In order to ensure seamless movement of traffic through fee plazas and increase transparency in collection of user fee using FASTag, the National Electronic Toll Collection (NETC) program, the flagship initiative of Ministry of Road Transport and Highways, has been implemented on pan India basis. There are thirty-eight banks (including Public and Private sector banks) engaged as issuer banks for FASTag issuance to road users and fourteen acquirer banks to process the transactions at fee plazas. As of December 31, 2022, collectively banks have issued over 6.33 crore FASTags with an average daily ETC transactions of INR 99.05 lakh; the average daily collection through ETC has increased to INR 158.66 crore with penetration of 97.6% in total fee collection. There are 1181 National Highways (NH), and State Highways fee plazas live with ETC infrastructure in all lanes.



** Till October 2023*
Source: IBEF Roads Industry Report December 2023

Growth Drivers

Robust Demand

- Passenger vehicle (PV) sales rose by 26.7% year-on-year in FY23. The total passenger vehicle dispatches increased to 38.90 lakh units.
- As of March, 2023, the total length of National Highways in the country was 145,155 km.
- In April-July 2023, PV sales grew 7.81% year-on-year to 1,298,495 units, as against 1,204,360 units.

Policy Support

- Standardised processes for bidding and tolling and clear policy framework
- Tax benefits- NHAI bonds have been exempted from Capital gains tax, 100% rebate on income tax for 10 consecutive years, out of the first 20 years of a project Under Section 80IA.
- 100% Foreign Direct Investment (FDI) is allowed under the automatic route in the road and highways sector, subject to applicable laws and regulation.

Increasing Investment

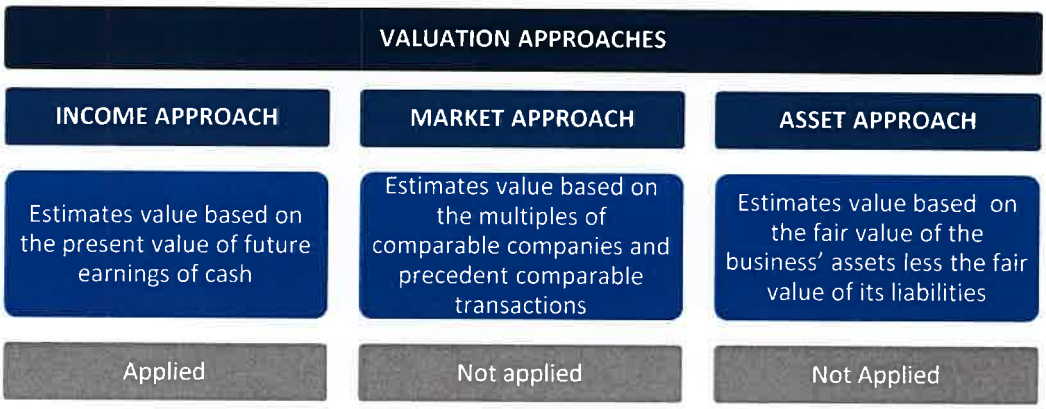
- NHAI will come out with the third and fourth rounds of Infrastructure Investment Trusts (InvITs) to raise over INR 20,000 crore (US$ 2.41 billion) in FY24.
- Transfer from National Investment Fund (NIF) was estimated at INR 20,000 crore (US$ 2.61 billion) as of March 2022
- Through the National Infrastructure Pipeline, the government invested US$ 1.4 trillion in infrastructure development (NIP) as of July 2021

Source: IBEF August 2023 Report

Future growth prospects:

- The market for roads and highways in India is projected to exhibit a CAGR of 36.16% during 2016-2025, on account of growing government initiatives to improve transportation infrastructure in the country.
- In 2023-24, NHAI is allocated INR 1.62 lakh crore (US$ 20 billion), all of which is budgetary support.
- In December 2021, the government set a highway monetization target of INR 2 trillion (US$ 26.20 billion) for the next 3 years.
- Mr. Nitin Gadkari, the Union Minister for Road Transport and Highways, informed that under "Parvatmala Pariyojana," the Government of India plans to develop 250+ projects with a Ropeway length of 1,200+ km over five years.
- In December 2020, the Ministry of Road Transport and Highways (MoRTH) announced that the Government of India and the Word Bank have inked a pact for a US$ 500-million project to build green national highway corridors in Rajasthan, Himachal Pradesh, Uttar Pradesh, and Andhra Pradesh.

7. Valuation Approach and Methodology



Basis and Methodology of Valuation:

- **Basis of Valuation**
  It means the indication of the type of value being used in an engagement. Fair Value as per ICAI VS defined as under:
  "Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the valuation date."

  Fair value basis has been adopted for enterprise valuation of the Specified Companies.

- **Valuation Date**
  Valuation Date is the specific date at which the value of the assets to be valued gets estimated or measured. Valuation is time specific and can change with the passage of time *inter-alia* due to changes in the condition of the asset to be valued and market parameters. Accordingly, valuation of an asset as at a particular date can be different from other date(s).
  The Valuation Date considered for the enterprise value of the Specified Companies is December 31, 2023 ("Valuation Date"). The attached Report is drawn up by reference to accounting and financial information as of the Valuation Date.

- **Premise of Value**
  Premise of Value refers to the conditions and circumstances how an asset is deployed. In the present case, we have determined the enterprise value of the Specified Companies on a Going Concern Value defined as under:

  "Going concern value is the value of a business enterprise that is expected to continue to operate in the future."

Approach & Method	Applied/Not Applied	Description	Rationale
Income Approach Discounted Cash Flow Method (DCF)	Applied	▪ In the DCF method under the Income approach, forecast cash flows are discounted back to the Valuation date, estimating a net present value of the cash flow stream of the business. A terminal value at the end of the explicit forecast period is then determined and that value is also discounted back to the Valuation date to give an overall value for the business. ▪ A discounted cash flow methodology typically requires the forecast period to be of such a length to enable the business to achieve a stabilized level of earnings, or to be reflective of an entire operation cycle for more cyclical industries. ▪ The rate at which the future cash flows are discounted (the "discount rate") should reflect not only the time value of money, but also the risk associated with the business' future operations. The discount rate most generally employed is Weighted Average Cost of Capital ("WACC") or Cost of Equity (Ke), reflecting an optimal as opposed to actual financing structure	• Management has provided financial projections of the Specified Companies, which represents their best estimate of the expected performance of the Specified Companies for the balance tenor of their respective Concession period. Considering the aforementioned, DCF method has been adopted to estimate the enterprise value of the Specified Companies.
Market Approach • Market Price Method	Not Applied	▪ Under this method, the value of a company is arrived at considering its market price over an appropriate period	▪ As the Specified Companies are not listed, this method is not applied
Market Approach • Comparable Companies Multiples ("CCM") Method	Not Applied	▪ Under Comparable Companies Method, the value of shares / business of a company is determined based on market multiples of publicly traded comparable companies. Although no two companies are entirely alike, the companies selected as comparable companies should be engaged in the same or a similar line of business as the subject company. ▪ The appropriate multiple is generally	▪ The Specified Companies are operational and do not have project implementation risk. Further, the projected income and cash flows of the Specified Companies primarily depend on the key terms of the respective concession agreements, residual tenor, project-specific characteristics/

Approach & Method	Applied/Not Applied	Description	Rationale
		based on the performance of listed companies with similar business models and size.	factors, etc. which may differ from the other projects. Accordingly, this method is not adopted
Market Approach • Comparable Transaction Multiples ("CTM") Method	Not Applied	▪ Under Comparable Transaction Multiples Method, the value of shares /business of a company is determined based on market multiples of publicly disclosed transactions in the similar space as that of the subject company. ▪ Multiples are generally based on data from recent transactions in a comparable sector, but with appropriate adjustment after consideration is given to the specific characteristics of the business being valued.	▪ The projected income and cash flows of the Specified Companies primarily depend on the key terms of the respective concession agreements, residual tenor, project-specific characteristics/ factors, etc. which may differ from the other projects. We have not adopted this methodology due to unavailability of information in public domain involving recent transactions in similar projects
Asset based Approach • Adjusted Net Asset Value Method	Not Applied	▪ Under the Adjusted Net Asset Value Method, a Valuation of a 'going concern' business is computed by adjusting the assets and liabilities to the fair market value as of the date of the Valuation. ▪ A net asset value methodology is typically most appropriate when: ▪ Valuing a holding company or a capital-intensive company. ▪ Losses are continually generated by the business; or ▪ Valuation methodologies based on a company's net income or cash flow levels indicate a value lower than its adjusted net asset value.	▪ The Specified Companies have entered into concession agreements and their revenues are largely predetermined for the residual period of the project. In such a scenario, the true worth of the business is reflected in its future earning capacity rather than the historical cost of the project. The valuation of the Specified Companies is carried out on a 'going concern' premise. ▪ Since the Net Asset value does not capture the future earning potential of the businesses, we have not adopted the Asset approach for the valuation of the Specified Companies.

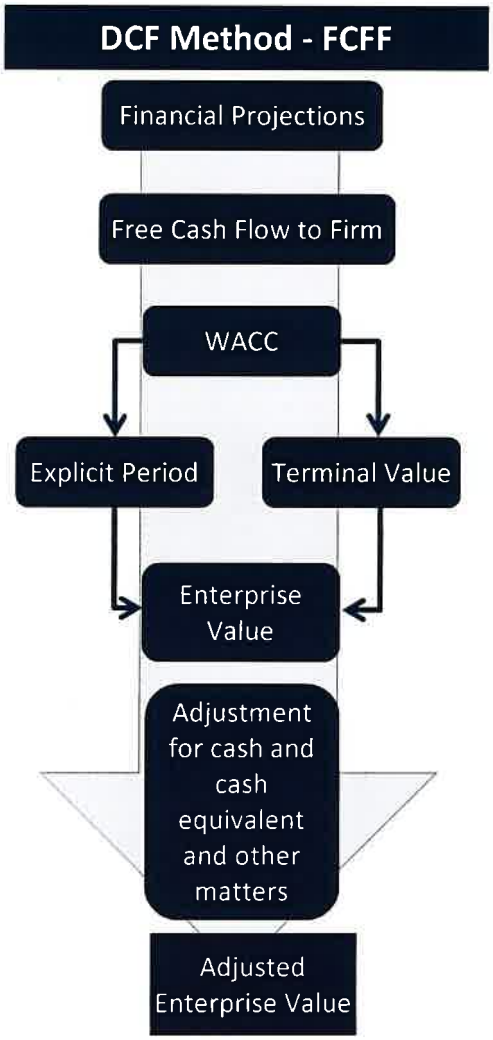


Income Approach

The Income Approach is widely used for valuation under "Going Concern" basis. It focuses on the income generated by a company in the past as well as its future earning capability.

Discounted Cash Flow ("DCF") Method

- Under the DCF method, the business is valued by discounting its free cash flows for the explicit forecast period and the perpetuity value thereafter.
- Free Cash Flows to Firm ("FCFF") under the DCF method has been applied for estimating the enterprise value of the Specified Companies.
- FCFF represent the cash available for distribution to both, the owners, and creditors of the business. FCFF for the explicit period and perpetuity value is discounted by the Weighted Average Cost of Capital ("WACC") to derive the net present value. The WACC is an appropriate rate of discount to calculate the present value of the future cash flows as it considers equity–debt risk by incorporating debt–equity ratio of the firm.
- Enterprise Value ("EV") is derived by aggregating the present value of FCFF for the balance tenor of the Concession Agreement ("Explicit period") and Terminal value at the end of the Explicit period.
- Terminal value is estimated based on the business' potential for further growth beyond the Explicit period. Considering *inter-alia,* the estimated economic life of the projects, Terminal value has been estimated considering release of net working capital, at the end of the Explicit period.
- The Enterprise Value of the Specified Companies have been determined as an aggregate of the present value of FCFF for the Explicit period and Terminal value. Company specific adjustments have been done to estimate the Adjusted enterprise value.



Weighted Average Cost of Capital (WACC)

WACC has been estimated as under:

Particulars	Definition/Formula
WACC	Ke * (E/ (D + E)) + Kd * (1-T) * (D/ (D + E))
Where:	
Ke	cost of equity
E	market value of equity
Kd	cost of debt
D	market value of debt
T	effective tax rate

The cost of equity is derived using the Capital Asset Pricing Model ("CAPM") as follows:

Particulars	Definition/Formula
Ke	Rf + ß * (Rm – Rf) + α
Where:	
Rf	the return on risk-free assets
Rm	the expected average return of the market
(Rm – Rf)	the average risk premium above the risk – free rate that a "market" portfolio of assets is earning
ß	the beta factor, being the measure of the systematic risk of a particular asset relative to the risk of a portfolio of all risky assets
α	Company specific risk factor (alpha) if any

A summary of WACC for the Specified Companies is appended as per **Appendix 1**.



8. Valuation of the Specified Companies

Key assumptions underlying the projections as provided by the Management are as follows:

- **Operating Revenues:** Operating revenues for Specified Companies are projected based on the Traffic Study reports of independent consultants appointed by the Trust / annuity payments to be received as per the Concession Agreements.
- **Operating Expenses**: Operating Expenses include cost to collect toll, including staff and consumables for manual toll collection, violation enforcements, agency contract administration and oversight costs. Operating & maintenance expenses through the concession period were provided by the Management, which is based on Technical Reports.
- **Corporate Social Responsibility Expenses**: As per the Management inputs, we have accounted for the CSR expenses in the DCF analysis.
- **Major Maintenance & Repair Expenses (MMR / Periodic maintenance)**: Maintenance expenses are costs incurred on a regular basis to keep an asset working in its optimal condition. Similar to O&M expenditure, MMR expenditures estimated by the Management over the Projected Period are supported by Technical Reports of independent consultants.
- **Depreciation and Amortization**: Amortization of Toll collection rights is calculated on a revenue-based model for MBEL, SBHL, PSRDCL and BAEL. The ratio of toll revenues generated in a year to the total toll revenue expected over the term of the CA is used to amortise the Concession Rights over the term. Since depreciation and amortization is a non-cash expenditure, it has been added back to arrive at the net cash flows.
- **Taxes:** Income taxes are estimated considering, as appropriate, brought forward business losses and unabsorbed depreciation, MAT credit, balance tax holiday period, tax depreciation/ amortisation policy followed by the Specified Companies, MAT rate and corporate income tax rate.
- **Working Capital:** Considering the nature of the business of operating toll road projects, the additional working capital requirement is not expected to be significant for the projected period.
- **GST on Annuity**: Effective Jan 1, 2023, BOT annuity projects have been brought under the purview of Goods and Sales Tax. Accordingly, HREL and TRDCL have paid GST on the annuities received from authority. The Management has represented that GST will be reimbursed by NHAI/ Kerela Road Fund Board along with annuity payments. Accordingly, the receivables pertaining to GST have been assumed to be received in FY24.
- **COVID/ Other Extensions**: NHAI has issued a circular granting 90 days extension in the concession period as a relief on account of impact of Covid-19 pandemic. Further, the Management has also considered extension of concession period considering shortfall in projected traffic (vis-a-vis actuals) and other reasons. Management has applied for this extension and is certain of its approval. Consequently, such extended concession period has been considered for the valuation exercise.

8.1 Moradabad Bareilly Expressway Limited ("MBEL")

8.1.1 Company Overview

- Moradabad Bareilly Expressway Limited (MBEL) is a Special Purpose Vehicle (SPV) incorporated in January 2010. MBEL was engaged to expand the existing two-lane road to a four-lane road in the Moradabad-Bareilly section of National Highway 24 from 148.000 Km to 262.000 Km (design length of approximately 114 Km) in the State of Uttar Pradesh under National Highway Development Program Phase III on a Design-Build-Finance-Operate-Transfer basis ('DBFOT') basis. A concession agreement dated February 19, 2010, was entered between the NHAI and MBEL. The project commenced tolling on January 6, 2015.

- **Details of MBEL:**

Parameters	Details
Length of Project	~ 128.0 Km
Concession Period – Start	December 4, 2010
Concession Period – End	December 3, 2035
Extended concession period	Extension of 90 days on account of Covid 19
Concession Type	DBFOT

Source: Management information

8.1.2 Valuation Analysis

- We have considered the Management Projections of MBEL (including projected income statement, working capital requirement and MMR) for the period from January 1, 2024, till the end of the concession period and other information as mentioned in Section 4.
- WACC of 11.0% has been considered for the valuation. **Refer Appendix 1**
- Considering inter-alia, the aforementioned, Business Enterprise Value and Adjusted Enterprise Value of MBEL as on December 31, 2023, is estimated at INR 30,661.0 Mn and INR 31,388.5 Mn respectively. For details, **refer Appendix 2.**

8.1.3 Additional Procedures to be complied with in accordance with SEBI InvIT Regulations

A. List of one-time sanctions/approvals which are obtained or pending:
The list of sanctions/ approvals obtained by MBEL till December 31, 2023, is provided in **Appendix 3.**

B. List of up to date/ overdue periodic clearances:
The Management represented that there are no up to date/overdue periodic clearances in relation to MBEL as of December 31, 2023.

C. Statement of assets included:
The statement of assets of MBEL as of December 31, 2023, is provided in **Appendix 4.**

D. Estimates of already carried out as well as proposed major repairs and improvements along with estimated time of completion:

Historical Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	FY 19	FY 20	FY 21	FY 22	FY 23	H1 24	Q3 24
No. of Months	12	12	12	12	12	6	3
Major Maintenance Expenses	-	67.7	85.3	117.1	936.4	509.4	35.1

Forecasted Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	Q4 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
No. of Months	3	12	12	12	12	12	12
Major Maintenance Expenses	5.7	220.7	-	15.3	27.7	1,656.6	689.6

Particulars for the year/ period ended	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36
No. of Months	12	12	12	12	12	8
Major Maintenance Expenses	10.9	5.3	-	-	919.1	1,074.8

E. Revenue pendency including local authority taxes associated with InvIT asset and compounding charges, if any:
The Management represented that there is no revenue pendency including local authority taxes associated with InvIT asset and compounding charges in relation to MBEL as of December 31, 2023.

F. On-going material litigations including tax disputes and claims in relation to the assets, if any;
The list of on-going material litigations including tax disputes and claims in relation to MBEL are provided in **Appendix 5 and 6.**

G. Vulnerability to natural or induced hazards that may not have been covered in town planning building control:
Management has confirmed that there are no such natural or induced hazards which have not been considered in town planning/ building control.

H. Latest Pictures of the project along with date of physical inspection:
Please refer to **Appendix 7.**

8.2 Sikar Bikaner Highway Limited ("SBHL")

8.2.1 Company Overview

- Sikar Bikaner Highway Limited (SBHL) is a Special Purpose Vehicle (SPV) incorporated in April 2012 to operate a two/four lane highway project with paved shoulders on Sikar Bikaner Section of NH-11 providing connectivity between Jaipur and Bikaner along with Eastern and Western region of Rajasthan on Design, Build, Finance, Operate and Transfer ('DBFOT') basis. The project provides connectivity to tourist locations of Agra, Jaipur, Bikaner, and Jaisalmer which is expected to have high density of passenger traffic. The concession agreement dated June 29, 2012, was entered into between Govt. of Rajasthan and SBHL.

- **Details of SBHL:**

Parameters	Details
Length of Project	~237.6 Km
Concession Period – Start	February 18, 2013
Concession Period – End	February 17, 2038
Extended concession period	Extension of 4.07 years (90 days on account of Covid 19, 157 days on account of Kisan Agitation and 3.4 years for the shortfall in Projected Traffic)
Concession Type	DBFOT

Source: Management information

8.2.2 Valuation Analysis

- We have considered the Management Projections of SBHL (including projected income statement, working capital requirement and MMR) for the period from January 1, 2024, till the end of the concession period and other information as mentioned in Section 4.
- WACC of 10.9% has been considered for the valuation. Refer **Appendix 1**
- Considering inter-alia, the aforementioned, Business Enterprise value and Adjusted Enterprise Value of SBHL as on December 31, 2023, is estimated at INR 8,738.1 Mn and INR 9,448.0 Mn, respectively. For details, refer to **Appendix 2**.

8.2.3 Additional Procedures to be complied with in accordance with SEBI InvIT Regulations

A. List of one-time sanctions/approvals which are obtained or pending:
The list of sanctions/ approvals obtained by SBHL till December 31, 2023, is provided in **Appendix 3.**

B. List of up to date/ overdue periodic clearances:
The Management represented that there are no up to date/overdue periodic clearances in relation to SBHL as of December 31, 2023.

C. Statement of assets included:
The statement of assets of SBHL as of December 31, 2023, is provided in **Appendix 4.**

D. Estimates of already carried out as well as proposed major repairs and improvements along with estimated time of completion:

Historical Major Maintenance Expenses: **In INR Mn**

Particulars for the year / period ended	FY 19	FY 20	FY 21	FY 22	FY 23	H1 24	Q3 24
No. of Months	12	12	12	12	12	6	3
Major Maintenance Expenses	-	-	-	-	97.6	81.2	-

Forecasted Major Maintenance Expenses:

Particulars for the year / period ended	Q4 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
No. of Months	3	12	12	12	12	12	12
Major Maintenance Expenses	546.1	625.9	-	30.6	-	-	557.8

Particulars for the year / period ended	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37
No. of Months	12	12	12	12	12	12	12
Major Maintenance Expenses	409.6	492.1	-	-	33.0	-	-

Particulars for the year / period ended	FY 38	FY 39	FY 40	FY 41	FY 42
No. of Months	12	12	12	12	12
Major Maintenance Expenses	-	858.5	692.2	919.0	-

E. On-going material litigations including tax disputes and claims in relation to the assets, if any;
The list of on-going material litigations including tax disputes and claims in relation to SBHL are provided in **Appendix 5 and 6.**

F. Revenue pendency including local authority taxes associated with InvIT asset and compounding charges if any:
The Management represented that there are no revenue pendency including local authority taxes associated with InvIT asset and compounding charges in relation to SBHL as of December 31, 2023.

G. Vulnerability to natural or induced hazards that may not have been covered in town planning building control:
Management has confirmed that there are no such natural or induced hazards which have not been considered in town planning/ building control.

H. Latest Pictures of the project along with date of physical inspection:
Please refer to **Appendix 7.**

8.3 Hazaribagh Ranchi Expressway Limited ("HREL")

8.3.1 Company Overview

- HREL road project involved four-laning of the road which is a ~73.5 Km Road stretch from Hazaribagh to Ranchi section of NH-33 in Jharkhand on BOT basis, under the National Highways Development Program of NHAI. The expressway has improved the connectivity between the two cities and has also boosted economic activity in the region. The concession agreement dated October 8, 2009, was entered into between NHAI and HREL.

- **Details of HREL:**

Parameters	Details
Length of Project	~73.5 Km
Concession Period – Start	August 1, 2010
Concession Period – End	August 1, 2028
Extended concession period	NA
Concession Type	Annuity

Source: Management information

8.3.2 Valuation Analysis

- We have considered the Management Projections of HREL (including projected income statement, working capital requirement and MMR) for the period from January 1, 2024, till the end of the concession period and other information as mentioned in Section 4.
- WACC of 9.8% has been considered for the valuation. **Refer Appendix 1**
- Considering inter-alia, the aforementioned, Business Enterprise value and Adjusted Enterprise Value of HREL as on December 31, 2023, is estimated at INR 3,776.9 Mn and INR 4,581.1 Mn respectively. For details, refer to **Appendix 2.**

8.3.3 Additional Procedures to be complied with in accordance with SEBI InvIT Regulations

A. List of one-time sanctions/approvals which are obtained or pending:
The list of sanctions/ approvals obtained by HREL till December 31,2023 is provided in **Appendix 3.**

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B. List of up to date/ overdue periodic clearances:
The Management represented that there are no up to date/overdue periodic clearances in relation to HREL as of December 31, 2023.

C. Estimates of already carried out as well as proposed major repairs and improvements along with estimated time of completion:

Historical Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	FY 19	FY 20	FY 21	FY 22	FY 23	H1 24	Q3 24
No. of Months	12	12	12	12	12	6	3
Major Maintenance Expenses	65.6	116.6	208.1	72.9	181.6	115.5	69.5

Forecasted Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	Q4 24	FY 25	FY 26	FY 27	FY 28	FY 29
No. of Months	3	12	12	12	12	7
Major Maintenance Expenses	4.8	37.9	-	-	428.3	442.6

D. Statement of assets included:
The statement of assets of HREL as of December 31, 2023, is provided in **Appendix 4.**

E. On-going material litigations including tax disputes and claims in relation to the assets, if any:
The list of on-going material litigations including tax disputes and claims in relation to HREL are provided in **Appendix 5 and 6.**

F. Revenue pendency including local authority taxes associated with InvIT asset and compounding charges if any:
The Management represented that there are no revenue pendency including local authority taxes associated with InvIT asset and compounding charges in relation to HREL as of December 31, 2023.

G. Vulnerability to natural or induced hazards that may not have been covered in town planning building control:
Management has confirmed that there are no such natural or induced hazards which have not been considered in town planning/ building control.

H. Latest Pictures of the project along with date of physical inspection
Please refer to **Appendix 7.**

8.4 Thiruvananthapuram Road Development Company Ltd ("TRDCL")

8.4.1 Company Overview

- TRDCL was set up as a joint venture between IL&FS Transportation Networks Limited (ITNL) and Punj Lloyd Limited for implementation of First City Roads Improvement Project (TCRIP) on Build-Operate-Maintain-and Transfer (Annuity) Model. The scope of the project includes improvement of 43 km of city roads in Thiruvananthapuram. The project has four phases of which term of Phase I has expired. The concession agreement dated March 16, 2004, was entered into between Kerela Road Fund Board into between and TRDCL.

- **Details of TRDCL:**

Parameters	Details
Length of Project	~43.3Km
Concession Period – Start	Phase I: May 2004 Phase II: June 2009 Phase III & IV: February 2015
Concession Period – End	Phase I: July 2022 Phase II: February 2027 Phase III: February 2030 Phase IV: May 2031
Extended concession period	NA
Concession Type	Annuity

Source: Management information

8.4.2 Valuation Analysis

- We have considered the Management Projections of TRDCL (including projected income statement, working capital requirement and MMR) for the period from January 1, 2024, till the end of the concession period and other information as mentioned in Section 4.
- WACC of 10.6% has been considered for the valuation. Refer **Appendix 1**
- Considering inter-alia, the aforementioned, Business Enterprise value and Adjusted Enterprise Value of TRDCL as on December 31, 2023, is estimated at INR 497.6 Mn and INR 765.4 Mn, respectively. For details, refer to **Appendix 2**.

8.4.3 Additional Procedures to be complied with in accordance with SEBI InvIT Regulations

A. List of one-time sanctions/approvals which are obtained or pending:
The list of sanctions/ approvals obtained by TRDCL till December 31, 2023, is provided in **Appendix 3.**

B. List of up to date/ overdue periodic clearances:
The Management represented that there are no up to date/overdue periodic clearances in relation to TRDCL as of December 31, 2023.

C. Estimates of proposed major repairs and improvements along with estimated time of completion:

Historical Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	FY 19	FY 20	FY 21	FY 22	FY 23	H1 24	Q3
No. of Months	12	12	12	12	12	6	3
Major Maintenance Expenses	21.8	43.3	58.4	61.4	88.6	1.6	4.3

Forecasted Major Maintenance Expenses:

Particulars for the year/ period ended	Q4 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
No. of Months	3	12	12	12	12	12	12	12	12
Major Maintenance Expenses	61.7	23.7	-	173.7	21.4	-	67.6	60.8	-

D. Statement of assets included:
The statement of assets of TRDCL as of December 31, 2023, is provided in **Appendix 4.**

E. On-going material litigations including tax disputes and claims in relation to the assets, if any:
The list of on-going material litigations including tax disputes and claims in relation to TRDCL are provided in **Appendix 5 and 6.**

F. Revenue pendency including local authority taxes associated with InvIT asset and compounding charges if any:
The Management represented that there are no revenue pendency including local authority taxes associated with InvIT asset and compounding charges in relation to TRDCL as of December 31, 2023.

G. Vulnerability to natural or induced hazards that may not have been covered in town planning building control:
Management has confirmed that there are no such natural or induced hazards which have not been considered in town planning/ building control.

H. Latest Pictures of the project along with date of physical inspection
Please refer to **Appendix 7.**

8.5 Pune Sholapur Road Development Company Limited ("PSRDCL")

8.5.1 Company Overview

- Pune Sholapur Road Development Company Limited (PSRDCL) is a Special Purpose Vehicle (SPV) incorporated in August 2009. PSRDCL has been set up with the main object of design engineering construction development operation & maintenance of four laning of Pune-Sholapur Section of National Highway 9 from 144.4 km to 249.0 Km in the State of Maharashtra under NHDP phase III on Design Build Finance Operate Transfer (DBFOT) basis. The Company entered into a Concession Agreement on September 30, 2009, with NHAI.

- **Details of PSRDCL:**

Parameters	Details
Length of Project	~ 101.3 Km
Concession Period – Start	September 28, 2011
Concession Period – End	June 28, 2031
Extended concession period	Extension of ~4.2 years (90 days on account of Covid 19 and ~3.9 years for shortfall in Projected Traffic)
Concession Type	DBFOT

Source: Management information

8.5.2 Valuation Analysis

- We have considered the Management Projections of PSRDCL (including projected income statement, working capital requirement and MMR) for the period from January 1, 2024, till the end of the concession period and other information as mentioned in Section 4.
- WACC of 10.9% has been considered for the valuation. **Refer Appendix 1**
- Considering inter-alia, the aforementioned, Business Enterprise Value and Adjusted Enterprise Value of PSRDCL as on December 31, 2023, is estimated at INR 17,095.6 Mn and INR 19,365.7 Mn respectively. For details, **refer Appendix 2**.

8.5.3 Additional Procedures to be complied with in accordance with SEBI InvIT Regulations

A. List of one-time sanctions/approvals which are obtained or pending:
The list of sanctions/ approvals obtained by PSRDCL till December 31, 2023, is provided in **Appendix 3.**

B. List of up to date/ overdue periodic clearances:
The Management represented that there are no up to date/overdue periodic clearances in relation to PSRDCL as of December 31, 2023.

C. Statement of assets included:
The statement of assets of PSRDCL as of December 31, 2023, is provided in **Appendix 4**.

D. Estimates of already carried out as well as proposed major repairs and improvements along with estimated time of completion:

Historical Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	FY 20	FY 21	FY 22	FY 23	H1 24	Q3 24
No. of Months	12	12	12	12	6	3
Major Maintenance Expenses	-	153.1	582.4	551.7	10.1	8.6

Forecasted Major Maintenance Expenses:

Particulars for the year/ period ended	Q4 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
No. of Months	3	12	12	12	12	12	12
Major Maintenance Expenses	114.4	401.9	495.2	-	-	342.5	655.0

Particulars for the year/ period ended	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36
No. of Months	12	12	12	12	12	8
Major Maintenance Expenses	-	770.8	-	-	1,365.6	769.0

E. Revenue pendency including local authority taxes associated with InvIT asset and compounding charges, if any:
The Management represented that there are no revenue pendency including local authority taxes associated with InvIT asset and compounding charges in relation to PSRDCL as of December 31, 2023.

F. On-going material litigations including tax disputes and claims in relation to the assets, if any;
The list of on-going material litigations including tax disputes and claims in relation to PSRDCL are provided in **Appendix 5 and 6.**

G. Vulnerability to natural or induced hazards that may not have been covered in town planning building control:
Management has confirmed that there are no such natural or induced hazards which have not been considered in town planning/ building control.

H. Latest Pictures of the project along with date of physical inspection:
Please refer to **Appendix 7.**

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8.6 Barwa Adda Expressway Limited ("BAEL")

8.6.1 Company Overview

- Barwa Adda Expressway Limited (BAEL) is a Special Purpose Vehicle (SPV) incorporated in April 2013. BAEL was engaged for the construction of six lane highway in Barwa Adda-Panagarh Section of National Highway 2 from 398.24 km to 521.12 km in the state of Jharkhand and West Bengal under NHDP Phase V to be executed as BOT (Toll) on DBFOT Pattern. A concession agreement dated May 8, 2013, was entered between the NHAI and BAEL. The project commenced tolling on April 5, 2014.

- **Details of BAEL:**

Parameters	Details
Length of Project	~122.88 Km
Concession Period – Start	April 1, 2014
Concession Period – End	March 31, 2034
Extended concession period	Extension of 4.25 years (90 days on account of Covid 19 and 4 years for shortfall in Projected Traffic)
Concession Type	DBFOT

Source: Management information

8.6.2 Valuation Analysis

- We have considered the Management Projections of BAEL (including projected income statement, working capital requirement and MMR) for the period from January 1, 2024, till the end of the concession period and other information as mentioned in Section 4.
- WACC of 11.2% has been considered for the valuation. **Refer Appendix 1**
- Considering inter-alia, the aforementioned, Business Enterprise Value and Adjusted Enterprise Value of BAEL as on December 31, 2023, is estimated at INR 11,341.2 Mn and INR 19,464.3 Mn respectively. For details, **refer Appendix 2.**

8.6.3 Additional Procedures to be complied with in accordance with SEBI InvIT Regulations

A. List of one-time sanctions/approvals which are obtained or pending:
The list of sanctions/ approvals obtained by BAEL till December 31, 2023, is provided in **Appendix 3.**

B. List of up to date/ overdue periodic clearances:
The Management represented that there are no up to date/overdue periodic clearances in relation to BAEL as of December 31, 2023.

C. Statement of assets included:
The statement of assets of BAEL as of December 31, 2023, is provided in **Appendix 4.**

D. Estimates of already carried out as well as proposed major repairs and improvements along with estimated time of completion:

Historical Major Maintenance Expenses: **In INR Mn**

Particulars for the year/ period ended	FY 21	FY 22	FY 23	H1 24	Q3 24
No. of Months	12	12	12	6	3
Major Maintenance Expenses	450.7	86.1	460.1	82.5	15.4

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Forecasted Major Maintenance Expenses:

Particulars for the year/ period ended	Q4 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
No. of Months	3	12	12	12	12	12	12	12
Major Maintenance Expenses	46.1	107.7	572.9	428.4	1,080.0	472.3	-	-

Particulars for the year/ period ended	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37	FY 38
No. of Months	12	12	12	12	12	12	12
Major Maintenance Expenses	584.0	1,386.5	643.9	-	908.3	953.7	2,356.7

E. Revenue pendency including local authority taxes associated with InvIT asset and compounding charges, if any:
The Management represented that there are no revenue pendency including local authority taxes associated with InvIT asset and compounding charges in relation to BAEL as of December 31, 2023.

F. On-going material litigations including tax disputes and claims in relation to the assets, if any;
The list of on-going material litigations including tax disputes and claims in relation to BAEL are provided in **Appendix 5 and 6.**

G. Vulnerability to natural or induced hazards that may not have been covered in town planning building control:
Management has confirmed that there are no such natural or induced hazards which have not been considered in town planning/ building control.

H. Latest Pictures of the project along with date of physical inspection:
Please refer to **Appendix 7.**

9. Valuation Conclusion

Enterprise Valuation of the Specified Companies as of the Valuation Date has been carried out considering *inter-alia* historical performance of the Specified Companies, Traffic Study and Technical Reports of independent consultants, Business plan/ Projected financial statements of the Specified Companies and other information provided by/ on behalf of the Management, industry analysis and other relevant factors.

The valuation summary of the Specified Companies as of December 31, 2023, is as follows:

In INR Mn

Name of the Company	WACC	Business Enterprise Value #	Adjusted Enterprise Value *
MBEL	11.0%	30,661.0	31,388.5
SBHL	10.9%	8,738.1	9,448.0
HREL	9.8%	3,776.9	4,581.1
TRDCL	10.6%	497.6	765.4
PSRDCL	10.9%	17,095.6	19,365.7
BAEL @	11.2%	11,341.2	19,464.3
Total		**72,110.4**	**85,013.0**

Comprising present value of free cash flow to firm for the explicit period and release of net working capital at the end of explicit period. Excludes Contingent Claims.
** After considering adjustments, as appropriate, for cash and cash equivalent, advance tax, and contingent liabilities, etc.*
@ Read in conjunction with Note 2 on Page 41.

Appendix

Appendix 1 - WACC

The cost of equity and debt are weighted in terms of a typical industry capital structure to arrive at an estimated WACC.

Particulars	MBEL	SBHL	HREL	TRDCL	PSRDCL	BAEL
Cost of Equity (Ke)						
Risk Free Rate (Rfr)	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%
Market Risk Premium (Rm)	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Levered Beta	0.88	0.88	0.88	0.88	0.88	0.88
Additional Risk Premium	1.0%	1.0%	-1.0%	-1.0%	1.0%	1.0%
Cost of Equity (Ke)	**14.3%**	**14.3%**	**12.2%**	**12.3%**	**14.3%**	**14.3%**
Cost of Debt (Kd)						
Pre-Tax - Cost of Debt (Kd)	9.0%	9.0%	7.5%	9.0%	9.0%	9.0%
Effective tax rate	14.4%	16.6%	0.0%	0.0%	15.9%	8.7%
Post Tax - Cost of Debt (Kd)	**7.7%**	**7.5%**	**7.5%**	**9.0%**	**7.6%**	**8.2%**
Debt / Equity	1	1	1	1	1	1
Rounded off WACC	**11.0%**	**10.9%**	**9.8%**	**10.6%**	**10.9%**	**11.2%**



Basis of calculation of each parameter of WACC:

Particulars	Remarks
Risk Free Rate (Rfr)	Risk free rate for the Specified Companies is estimated based on 10-year/ Balance life, Zero coupon yield curve ("ZCYC") for Government of India securities as of December 31, 2023.
Equity Risk Premium	Equity Market equity risk premium is estimated considering inter-alia historical equity market returns over a risk-free rate and forward-looking equity market risk premium estimates. Data sources reviewed generated a range of equity risk premium indications. However, a 7% equity market risk premium was considered reasonable representative of the equity risk premium for India.
Debt-to-equity	Considering *inter-alia* typical funding pattern for road infrastructure projects and long-term debt equity ratio and permissible leverage under the SEBI InvIT Regulations
Levered Beta	Considering *inter-alia* 5-year monthly beta of comparable companies and long-term debt equity ratio (Market weights). The following companies were considered relevant to Specified Companies - IRB Infrastructure Developers Limited, MEP Infrastructure Developers Limited, Bharat Road Network Limited, and Ashoka Buildcon Limited.
Company specific risk factor	Considering the company specific risk factors, including, operational nature of the underlying projects, revenue terms (toll/ annuity), limited risk for annuity projects, projected performance, etc.
Pre-Tax Cost of Debt (Kd)	Considering Management inputs on terms of the borrowings and the current average borrowing cost that a market participant would pay, to obtain debt financing assuming the target capital structure of the Specified Companies
Effective tax rate	Estimated considering *inter-alia* brought forward business losses and unabsorbed depreciation, MAT credit, balance tax holiday period, tax depreciation/ amortization policy followed by the Specified Companies, MAT rate and corporate income tax rate



Appendix 2 - Discounted Cash Flow Method:

Appendix 2.1 - Moradabad Bareilly Expressway Limited

Free Cash Flow to Firm (FCFF): In INR Mn

Particulars for the year ending	31-Mar-24	FY 25	FY 26	FY 27	FY 28
Period in Months	3	12	12	12	12
Revenues	905.1	3,810.8	4,169.5	4,586.7	5,047.8
EBITDA	625.5	3,331.3	3,707.6	4,088.3	4,512.0
Less: Depreciation	-574.2	-1,414.2	-1,450.8	-1,517.6	-1,587.9
EBIT	51.4	1,917.1	2,256.8	2,570.7	2,924.1
Less: Taxes on EBIT	-	-	-	-	-
EBIT after Tax on EBIT	**51.4**	**1,917.1**	**2,256.8**	**2,570.7**	**2,924.1**
Add: Depreciation	574.2	1,414.2	1,450.8	1,517.6	1,587.9
Add: Provision for Overlay	205.6	184.7	152.4	173.3	194.4
Less: Actual Expenditure for MMR	-5.7	-220.7	-	-15.3	-27.7
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-192.8	-	-
Free Cash flows to Firm ("FCFF")	**825.3**	**3,295.3**	**3,667.1**	**4,246.3**	**4,678.7**
Time to Midpoint	0.13	0.75	1.75	2.75	3.75
WACC / PV Factor	0.99	0.92	0.83	0.75	0.68
PV of FCFF	**814.6**	**3,047.2**	**3,055.0**	**3,186.9**	**3,163.5**

Particulars for the year ending	FY 29	FY 30	FY 31	FY 32	FY 33
Period in Months	12	12	12	12	12
Revenues	5,526.2	6,070.4	6,571.2	7,126.0	7,729.7
EBITDA	4,637.3	5,502.8	5,968.4	6,472.6	7,016.0
Less: Depreciation	-1,661.5	-1,739.0	-1,794.7	-1,852.5	-1,912.6
EBIT	2,975.8	3,763.8	4,173.7	4,620.1	5,103.4
Less: Taxes on EBIT	-	-	-1,064.9	-1,585.9	-1,758.3
EBIT after Tax on EBIT	**2,975.8**	**3,763.8**	**3,108.8**	**3,034.2**	**3,345.1**
Add: Depreciation	1,661.5	1,739.0	1,794.7	1,852.5	1,912.6
Add: Provision for Overlay	507.7	160.4	180.1	197.9	220.7
Less: Actual Expenditure for MMR	-1,656.6	-689.6	-10.9	-5.3	-
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-
Free Cash flows to Firm ("FCFF")	**3,488.3**	**4,973.6**	**5,072.6**	**5,079.3**	**5,478.4**
Time to Midpoint	4.75	5.75	6.75	7.75	8.75
WACC / PV Factor	0.61	0.55	0.49	0.45	0.40
PV of FCFF	**2,124.9**	**2,729.4**	**2,507.9**	**2,262.3**	**2,198.2**

In INR Mn

Particulars for the year ending Period in Months	FY 34 12	FY 35 12	FY 36 8	FY 36 3
Revenues	8,368.3	9,083.7	9,041.5	
EBITDA	7,264.8	7,421.8	8,576.3	
Less: Depreciation	-1,974.9	-2,039.6	-2,090.2	
EBIT	5,289.9	5,382.2	6,486.1	
Less: Taxes on EBIT	-1,932.9	-2,073.4	-2,053.2	
EBIT after Tax on EBIT	**3,357.0**	**3,308.7**	**4,432.9**	
Add: Depreciation	1,974.9	2,039.6	2,090.2	
Add: Provision for Overlay	573.4	1,074.8	-	
Less: Actual Expenditure for MMR	-	-919.1	-1,074.8	
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	60.3
Free Cash flows to Firm ("FCFF")	**5,905.4**	**5,504.0**	**5,448.3**	**60.3**
Time to Midpoint	9.75	10.75	11.59	11.59
WACC / PV Factor (Mid - Year convention)	0.36	0.33	0.30	0.30
PV of FCFF	**2,134.8**	**1,792.5**	**1,625.9**	**18.0**

Particulars	In INR Mn
Enterprise Value	**30,661.0**
Add: Cash & Bank Balance	724.6
Add: Income Tax Asset	66.5
Less: Contingent liabilities (Net of Tax)	-63.6
Adjusted Enterprise Value	**31,388.5**



Appendix 2.2 - Sikar Bikaner Highway Limited

Free Cash Flow to Firm (FCFF): In INR Mn

Particulars for the year ending	31-Mar-24	FY 25	FY 26	FY 27	FY 28
Period in Months	3	12	12	12	12
Revenues	220.1	910.3	1,036.3	1,158.4	1,282.4
EBITDA	-463.4	360.5	804.0	886.8	1,034.5
Less: Depreciation	-62.3	-277.4	-295.5	-312.2	-330.0
EBIT	-525.7	83.2	508.5	574.6	704.5
Less: Taxes on EBIT	-	-	-	-	-
EBIT after Tax on EBIT	**-525.7**	**83.2**	**508.5**	**574.6**	**704.5**
Add: Depreciation	62.3	277.4	295.5	312.2	330.0
Add: Provision for Overlay	625.8	329.1	7.3	28.3	-
Less: Actual Expenditure for MMR	-577.8	-625.9	-	-30.6	-
Add/(Less): (Increase)/Decrease in Working Capital	-19.7	-	32.0	-	-
Free Cash flows to Firm ("FCFF")	**-435.1**	**63.7**	**843.2**	**884.5**	**1,034.5**
Time to Midpoint	0.13	0.75	1.75	2.75	3.75
WACC / PV Factor	0.99	0.93	0.83	0.75	0.68
PV of FCFF	**-429.5**	**58.9**	**703.6**	**665.5**	**701.8**

Particulars for the year ending	FY 29	FY 30	FY 31	FY 32	FY 33
Period in Months	12	12	12	12	12
Revenues	1,426.4	1,580.5	1,758.6	1,929.5	2,122.9
EBITDA	648.6	705.7	1,112.2	1,384.8	1,686.3
Less: Depreciation	-348.9	-368.9	-390.3	-406.8	-424.1
EBIT	299.7	336.8	721.9	978.0	1,262.1
Less: Taxes on EBIT	-	-	-	-	-196.9
EBIT after Tax on EBIT	**299.7**	**336.8**	**721.9**	**978.0**	**1,065.3**
Add: Depreciation	348.9	368.9	390.3	406.8	424.1
Add: Provision for Overlay	514.7	591.2	349.8	232.7	113.8
Less: Actual Expenditure for MMR	-	-557.8	-409.6	-492.1	-
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-
Free Cash flows to Firm ("FCFF")	**1,163.3**	**739.1**	**1,052.5**	**1,125.4**	**1,603.2**
Time to Midpoint	4.75	5.75	6.75	7.75	8.75
WACC / PV Factor	0.61	0.55	0.50	0.45	0.40
PV of FCFF	**711.7**	**407.7**	**523.5**	**504.8**	**648.4**



In INR Mn

Particulars for the year ending	FY 34	FY 35	FY 36	FY 37	FY 38
Period in Months	12	12	12	12	12
Revenues	2,323.8	2,550.5	2,793.5	3,044.8	3,316.7
EBITDA	1,849.6	2,027.0	2,244.9	2,454.3	2,680.2
Less: Depreciation	-442.2	-461.2	-481.0	-497.7	-515.0
EBIT	1,407.4	1,565.8	1,763.9	1,956.6	2,165.3
Less: Taxes on EBIT	-447.8	-509.8	-579.2	-645.8	-715.3
EBIT after Tax on EBIT	**959.6**	**1,056.0**	**1,184.8**	**1,310.9**	**1,449.9**
Add: Depreciation	442.2	461.2	481.0	497.7	515.0
Add: Provision for Overlay	128.8	145.9	159.2	178.9	201.0
Less: Actual Expenditure for MMR	-	-33.0	-	-	-
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-
Free Cash flows to Firn ("FCFF")	**1,530.7**	**1,630.0**	**1,825.0**	**1,987.4**	**2,165.9**
Time to Midpoint	9.75	10.75	11.75	12.75	13.75
WACC / PV Factor (Mid - Year convention)	0.36	0.33	0.30	0.27	0.24
PV of FCFF	**558.2**	**536.0**	**541.1**	**531.4**	**522.2**

Particulars for the year ending	FY 39	FY 40	FY 41	FY 42	FY 43
Period in Months	12	12	12	11	3
Revenues	3,613.2	3,947.3	4,313.5	4,502.0	
EBITDA	2,914.4	3,299.4	3,697.6	3,971.4	
Less: Depreciation	-532.9	-551.5	-570.9	-590.9	
EBIT	2,381.5	2,747.9	3,126.8	3,380.5	
Less: Taxes on EBIT	-745.7	-791.6	-845.4	-910.7	
EBIT after Tax on EBIT	**1,635.8**	**1,956.3**	**2,281.3**	**2,469.8**	
Add: Depreciation	532.9	551.5	570.9	590.9	
Add: Provision for Overlay	225.9	148.3	87.6	-	
Less: Actual Expenditure for MMR	-858.5	-692.2	-919.0	-	
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-90.5
Free Cash flows to Firm ("FCFF")	**1,536.1**	**1,964.0**	**2,020.7**	**3,060.7**	**-90.5**
Time to Midpoint	14.75	15.75	16.75	17.69	17.82
WACC / PV Factor (Mid - Year convention)	0.22	0.20	0.18	0.16	0.16
PV of FCFF	**334.0**	**385.0**	**357.2**	**490.9**	**-14.3**

Particulars	In INR Mn
Enterprise Value	**8,738.1**
Add: Cash & Bank Balance	701.8
Add: Current Tax Assets	10.6
Less: Contingent liabilities (Net of Tax)	-2.4
Adjusted Enterprise Value	**9,448.0**

Appendix 2.3 - Hazaribagh Ranchi Expressway Limited

Free Cash Flow to Firm (FCFF):

In INR Mn

Particulars for the year ending	31-Mar-24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 29
Period in Months	3	12	12	12	12	4	3
Annuity receivable	720.2	1,294.4	1,281.6	1,281.6	1,281.6	-	
Expenses	-43.4	-184.0	-144.6	-150.5	-591.0	-492.5	
Less: Depreciation	-	-	-	-	-	-	
EBIT	676.8	1,110.3	1,137.0	1,131.1	690.6	-492.5	
Less: Taxes on EBIT	-	-	-	-	-	-	
EBIT after Tax on EBIT	**676.8**	**1,110.3**	**1,137.0**	**1,131.1**	**690.6**	**-492.5**	
Add: Depreciation	-	-	-	-	-	-	
Add/(Less): (Increase)/Decrease in Working Capital	125.1	-	-	-	-	1.6	-80.1
Free Cash flows to Firm ("FCFF")	**801.9**	**1,110.3**	**1,137.0**	**1,131.1**	**690.6**	**-490.9**	**-80.1**
Time to Midpoint	0.13	0.75	1.75	2.75	3.75	4.42	4.54
WACC / PV Factor	0.99	0.93	0.85	0.77	0.70	0.66	0.65
PV of FCFF	**792.5**	**1,035.1**	**965.4**	**874.7**	**486.4**	**-324.9**	**-52.4**

Particulars	In INR Mn
Enterprise Value	**3,776.9**
Add: Cash & Bank Balance	709.8
Add / (Less): Income Tax Asset / (Liability)	104.8
Less: Contingent liabilities (Net of Tax)	-10.4
Adjusted Enterprise Value	**4,581.1**



Appendix 2.4 - Thiruvananthapuram Road Development Company Limited

Free Cash Flow to Firm (FCFF): In INR Mn

Particulars for the year ending	31-Mar-24	FY 25	FY 26	FY 27	FY 28
Period in Months	3	12	12	12	12
Annuity received	224.5	237.0	237.0	237.0	105.2
Other than annuity receivables	10.1	-	-	-	-
Less: Operating cost	-82.2	-83.0	-61.4	-235.4	-67.1
Less: Labour welfare	-1.0	-2.4	-2.4	-2.4	-1.1
Less: Depreciation	-	-	-	-	-
EBIT	151.4	151.6	173.3	-0.8	37.0
Less: Taxes on EBIT	-	-	-	-	-
EBIT after Tax on EBIT	**151.4**	**151.6**	**173.3**	**-0.8**	**37.0**
Add: Depreciation	-	-	-	-	-
Add/(Less): (Increase)/Decrease in Working Capital	59.7	-	-	-	-
Free Cash flows to Firm ("FCFF")	**211.1**	**151.6**	**173.3**	**-0.8**	**37.0**
Time to Midpoint	0.1	0.7	1.7	2.7	3.8
WACC / PV Factor	0.99	0.93	0.84	0.76	0.69
PV of FCFF	**208.5**	**140.6**	**145.3**	**-0.6**	**25.4**

In INR Mn

Particulars for the year ending	FY 29	FY 30	FY 31	FY 32	FY 32
Period in Months	12	12	12	3	3
Annuity received	105.2	105.2	38.6	19.3	
Other than annuity receivables	-	-	-	-	
Less: Operating cost	-48.0	-116.8	-101.9	-14.1	
Less: Labour welfare	-1.1	-1.1	-0.4	-0.2	
Less: Depreciation	-	-	-	-	
EBIT	56.1	-12.7	-63.7	5.0	
Less: Taxes on EBIT	-	-	-	-	
EBIT after Tax on EBIT	**56.1**	**-12.7**	**-63.7**	**5.0**	
Add: Depreciation	-	-	-	-	
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-41.1
Free Cash flows to Firm ("FCFF")	**56.1**	**-12.7**	**-63.7**	**5.0**	**-41.1**
Time to Midpoint	4.8	5.8	6.8	7.4	7.5
WACC / PV Factor	0.62	0.56	0.51	0.48	0.47
PV of FCFF	**34.8**	**-7.1**	**-32.3**	**2.4**	**-19.3**

Particulars	In INR Mn
Enterprise Value	**497.6**
Add: Cash & Bank Balance	238.9
Add / (Less): Income Tax Asset / (Liability)	51.0
Less: Contingent liabilities (Net of Tax)	-22.1
Adjusted Enterprise Value	**765.4**

Appendix 2.5 - Pune Sholapur Road Development Company Limited

Free Cash Flow to Firm (FCFF): **In INR Mn**

Particulars for the year ending	FY 24	FY 25	FY 26	FY 27	FY 28
Period in Months	3	12	12	12	12
Revenues	555.7	2,345.4	2,645.1	2,903.5	3,182.5
EBITDA	474.7	1,700.5	2,301.8	2,650.1	2,913.8
Less: Depreciation	-133.7	-896.6	-945.0	-982.1	-1,020.9
EBIT	341.0	803.8	1,356.8	1,668.0	1,892.8
Less: Taxes on EBIT	-	-	-	-	-
EBIT after Tax on EBIT	**341.0**	**803.8**	**1,356.8**	**1,668.0**	**1,892.8**
Add: Depreciation	133.7	896.6	945.0	982.1	1,020.9
Add: Provision for Overlay	30.5	446.2	134.6	37.5	42.1
Less: Actual MMR expense	-114.4	-401.9	-495.2	-	-
Add/(Less): (Increase)/Decrease in Working Capital	-484.8	-	-	-	-
Free Cash flows to Firm ("FCFF")	**-94.0**	**1,744.8**	**1,941.2**	**2,687.6**	**2,955.9**
Time to Midpoint	0.13	0.8	1.8	2.8	3.8
WACC / PV Factor	0.99	0.93	0.83	0.75	0.68
PV of FCFF	**-92.8**	**1,614.6**	**1,619.7**	**2,022.1**	**2,005.4**

Particulars for the year ending	FY 29	FY 30	FY 31	FY 32	FY 33
Period in Months	12	12	12	12	12
Revenues	3,485.9	3,802.1	4,159.7	4,504.5	4,887.9
EBITDA	2,607.9	2,898.0	3,541.8	3,828.9	4,383.4
Less: Depreciation	-1,061.4	-1,103.6	-1,147.7	-1,183.7	-1,221.0
EBIT	1,546.5	1,794.4	2,394.2	2,645.2	3,162.5
Less: Taxes on EBIT	-	-429.6	-894.8	-962.4	-1,069.5
EBIT after Tax on EBIT	**1,546.5**	**1,364.8**	**1,499.4**	**1,682.8**	**2,092.9**
Add: Depreciation	1,061.4	1,103.6	1,147.7	1,183.7	1,221.0
Add: Provision for Overlay	636.5	650.4	355.5	396.0	215.1
Less: Actual MMR expense	-342.5	-655.0	-	-770.7	-
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-
Free Cash flows to Firm ("FCFF")	**2,901.9**	**2,463.9**	**3,002.5**	**2,491.8**	**3,529.0**
Time to Midpoint	4.8	5.8	6.8	7.8	8.8
WACC / PV Factor	0.61	0.55	0.50	0.45	0.40
PV of FCFF	**1,775.2**	**1,359.1**	**1,493.5**	**1,117.6**	**1,427.3**

Appendix 2.5 - Pune Sholapur Road Development Company Limited

In INR Mn

Particulars for the year ending Period in Months	FY 34 12	FY 35 12	FY 36 5.5	FY 36 3
Revenues	5,298.6	5,748.6	2,816.0	
EBITDA	4,755.1	4,979.9	2,386.4	
Less: Depreciation	-1,259.5	-1,299.4	-1,340.7	
EBIT	3,495.6	3,680.5	1,045.7	
Less: Taxes on EBIT	-1,191.2	-1,251.5	-523.1	
EBIT after Tax on EBIT	**2,304.4**	**2,429.0**	**522.6**	
Add: Depreciation	1,259.5	1,299.4	1,340.7	
Add: Provision for Overlay	239.7	437.1	261.0	
Less: Actual MMR expense	-	-1,365.6	-769.0	
Add/(Less): (Increase)/Decrease in Working Capital	-	8.0	-	99.4
Free Cash flows to Firm ("FCFF")	**3,803.6**	**2,807.9**	**1,355.3**	**99.4**
Time to Midpoint	9.8	10.8	11.47	11.63
WACC / PV Factor	0.36	0.33	0.31	0.30
PV of FCFF	**1,387.1**	**923.3**	**413.5**	**29.9**

Particulars	In INR Mn
Enterprise Value	**17,095.6**
Add: Cash & Bank Balance	2,302.8
Add: Advance tax	36.8
Less: Contingent liabilities (Net of Tax)	-69.5
Adjusted Enterprise Value	**19,365.7**

Note: As of the Valuation Date, the Company has recorded claims receivable (award money) from NHAI of INR 4,558.1 Mn (net) in the financials, which has been pending to be received since FY18. The Delhi High Court during hearing of the appeal ordered NHAI to deposit the entire award amount with the Court. The Company had recognised interest on claim recoverable up to March 31, 2018, which has been deposited by NHAI with the Court. Since NHAI has already deposited the award amount with Court and appeal is pending disposal, the Company as a matter of prudence has not recognised any further interest on claim. An execution petition has been filed by the Company for release of the award money. Considering that the matter is sub-judice and that the ultimate realisation of the claim cannot be determined with reasonable certainty, the projected cashflows provided by the Management do not factor any inflow of aforementioned claim.

Appendix 2.6 - Barwa Adda Expressway Limited

Free Cash Flow to Firm (FCFF): In INR Mn

Particulars for the year ending	31-Mar-24	FY 25	FY 26	FY 27	FY 28	FY 29
Period in Months	3	12	12	12	12	12
Revenues	2,344.7	4,876.9	2,237.8	3,373.9	3,733.4	4,101.5
EBITDA	431.0	2,273.7	2,429.3	2,810.3	3,204.7	3,142.4
Less: Depreciation	-369.3	-1,036.3	-1,042.9	-1,099.8	-1,160.0	-1,218.2
EBIT	61.7	1,237.4	1,386.4	1,710.5	2,044.7	1,924.3
Less: Taxes on EBIT	-	-	-	-	-	-
EBIT after Tax on EBIT	**61.7**	**1,237.4**	**1,386.4**	**1,710.5**	**2,044.7**	**1,924.3**
Add: Depreciation	369.3	1,036.3	1,042.9	1,099.8	1,160.0	1,218.2
Add: Provision for Overlay	201.3	287.3	299.4	215.5	163.1	575.1
Less: Notional Margin on Capital Expenditure	-89.8	-105.1	-	-	-	-
Less: Actual Expenditure for MMR	-46.1	-107.7	-572.9	-428.4	-1,080.0	-472.3
Less: Other Capital expenditure	-1,630.0	-2,000.0	822.5	-	-	-
Less: NHAI Premium including interest	-3,014.4	-595.4	-718.3	-465.9	-519.2	-1,462.2
Add/(Less): (Increase)/Decrease in Working Capital	-76.3	-	-566.8	-	-	-
Free Cash flows to Firm ("FCFF")	**-4,224.4**	**-247.0**	**1,693.1**	**2,131.5**	**1,768.7**	**1,783.0**
Time to Midpoint	0.13	0.75	1.75	2.75	3.75	4.75
WACC / PV Factor (Mid - Year convention)	0.99	0.92	0.83	0.75	0.67	0.60
PV of FCFF	**-4,168.8**	**-228.1**	**1,406.1**	**1,591.8**	**1,187.8**	**1,076.9**

Particulars for the year ending	FY 30	FY 31	FY 32	FY 33	FY 34	FY 35
Period in Months	12	12	12	12	12	12
Revenues	4,501.6	4,962.8	5,322.5	5,702.2	5,920.0	6,127.3
EBITDA	3,450.1	3,803.6	4,058.9	4,499.4	4,956.5	5,231.0
Less: Depreciation	-1,279.4	-1,344.0	-1,377.5	-1,411.9	-1,403.6	-1,392.5
EBIT	2,170.7	2,459.6	2,681.3	3,087.5	3,553.0	3,838.5
Less: Taxes on EBIT	-	-	-	-	-892.8	-969.4
EBIT after Tax on EBIT	**2,170.7**	**2,459.6**	**2,681.3**	**3,087.5**	**2,660.2**	**2,869.1**
Add: Depreciation	1,279.4	1,344.0	1,377.5	1,411.9	1,403.6	1,392.5
Add: Provision for Overlay	652.4	740.1	819.3	736.2	473.5	386.8
Less: Actual Expenditure for MMR	-	-	-584.0	-1,386.5	-643.9	-
Less: Other Capital expenditure	-	-	-	-	-	-
Less: NHAI Premium including interest	-983.1	-916.8	-962.6	-1,010.8	-1,061.3	-1,114.4
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-	-
Free Cash flows to Firm ("FCFF")	**3,119.4**	**3,626.9**	**3,331.4**	**2,838.3**	**2,832.0**	**3,534.0**
Time to Midpoint	5.75	6.75	7.75	8.75	9.75	10.75
WACC / PV Factor (Mid - Year convention)	0.54	0.49	0.44	0.39	0.36	0.32
PV of FCFF	**1,694.2**	**1,771.4**	**1,463.3**	**1,121.1**	**1,006.0**	**1,128.9**

In INR Mn

Particulars for the year ending Period in Months	FY 36 12	FY 37 12	FY 38 12	FY 39 3	FY 39 3
Revenues	6,603.0	7,251.7	7,989.0	2,142.8	
EBITDA	5,632.9	6,333.3	6,706.3	1,990.1	
Less: Depreciation	-1,433.1	-1,503.0	-1,576.6	-	
EBIT	4,199.8	4,830.3	5,129.6	1,990.1	
Less: Taxes on EBIT	-1,065.5	-1,189.5	-1,272.1	-299.3	
EBIT after Tax on EBIT	**3,134.3**	**3,640.8**	**3,857.5**	**1,690.9**	
Add: Depreciation	1,433.1	1,503.0	1,576.6	-	
Add: Provision for Overlay	429.9	351.2	687.2	-	
Less: Notional Margin on Capital Expenditure	-	-	-	-	
Less: Actual Expenditure for MMR	-908.3	-953.7	-2,356.7	-	
Less: Other Capital expenditure	-	-	-	-	
Less: NHAI Premium including interest	-1,170.1	-1,228.6	-1,290.0	-334.0	
Add/(Less): (Increase)/Decrease in Working Capital	-	-	-	-	-1,279.4
Free Cash flows to Firm ("FCFF")	**2,918.9**	**3,312.7**	**2,474.6**	**1,356.9**	**-1,279.4**
Time to Midpoint	11.75	12.75	13.75	13.88	14.00
WACC / PV Factor (Mid - Year convention)	0.29	0.26	0.23	0.23	0.23
PV of FCFF	**838.5**	**855.8**	**574.9**	**311.0**	**-289.4**

Particulars	In INR Mn
Enterprise Value	**11,341.2**
Add: Cash & Bank Balance	8,140.5
Add: Advance tax (net of provision)	62.8
Add: Receivable from banks	411.0
Less: Contingent liabilities (Net of Tax)	-491.2
Adjusted Enterprise Value	**19,464.3**

Note 1:
As of the Valuation Date, the Company has recorded claims receivable (change in scope) from authority of INR 1,144.4 Mn in the financials, which has been pending to be received since FY20. The matter is currently pending with Conciliation Committee of Independent Expert-2. Since the ultimate realisation of the claim cannot be determined with certainty the above cashflows do not factor any inflow of claims money, which will be accounted on receipt basis.

Note 2:
The National Company Law Appellate Tribunal vide its judgement dated March 12, 2020 ("NCLAT Order"), has approved a revised distribution framework for IL&FS Group entities and has accepted October 15, 2018, as cut-off date for crystallisation of claims/ liabilities of creditors.
In accordance with the said NCLAT Order, the Company is presently under moratorium from financial and operational dues payable for the period prior to October 15, 2018.
As per the financials for the period ended December 31, 2023, provided to us, the amount due to operational creditors as of October 15, 2018, aggregate to INR 4,031.6 Mn. We understand from the Management that an

independent consultant has been appointed for determining the claims/ liabilities payable by the Company for the period prior to October 15, 2018, based on the distribution mechanism prescribed in NCLAT Order.

Claim for the aforesaid operational creditors has been crystalised vide consultant's report dated September 30, 2022. The amount that would be payable against the crystalised amount will be paid upon acquisition of BAEL by Trust which is under progress. Therefore, the amount due to the operational creditors, pertaining to the period prior to October 15, 2018, has not been adjusted to arrive at the enterprise value.

Note 3:
The Management has informed us that, in accordance with the terms of restructuring agreement being finalised with the lenders, interest shall accrue on Bank loans effective from April 1, 2021. Basis this interest accrued for the period April 1, 2021, to March 31, 2023, aggregating to INR 1,440.0 Mn shall be added to the outstanding loan, would be repaid as per the restructuring agreement. Interest for the period from April 1, 2023, to December 31, 2023, aggregating to INR 540 Mn would be payable immediately on restructuring. However, the entire interest effective April 1, 2021, has not been accounted in the financials considering that the Company is presently under moratorium.

WACC Sensitivities

Enterprise Value

In INR Mn

Company Name	Change in WACC by:				
	-1.0%	-0.5%	0.0%	0.5%	1.0%
MBEL	31,428.0	31,040.8	30,661.0	30,288.6	29,923.2
SBHL	9,115.9	8,924.3	8,738.1	8,557.0	8,381.0
HREL	3,800.4	3,788.6	3,776.9	3,765.3	3,753.7
TRDCL	498.7	498.2	497.6	497.0	496.4
PSRDCL	17,523.4	17,307.5	17,095.6	16,887.5	16,683.3
BAEL	11,844.3	11,590.0	11,341.2	11,097.9	10,859.8

Appendix 3 – One-time sanctions / Permits and Licenses:

Company	Narration	Issuing Authority (Independent Engineer/Independent Consultant)	Date
MBEL	Issue of provisional certificate dated Jan 06, 2015, having reference no. 42000203/LBG/NHAI/1415	Louis Berger	Jan 6, 2015
MBEL	Issue of provisional certificate dated Nov 04, 2015, having reference no. 42000203/LBG/NHAI/1501	Louis Berger	Nov 4, 2015
MBEL	Issue of completion certificate dated Aug 02, 2019, having reference no. LASA/Highway/O&M/73614/2019/1634	LEA Associates South Asia Pvt Ltd	Jul 30, 2019
SBHL	Issue of provisional completion certificate I dated Oct 10, 2015, having reference no. ICT:685: TPV:9739	Intercontinental Consultants and Technocrats Pvt Ltd	Oct 10, 2015
SBHL	Issue of provisional completion certificate II dated Aug 16, 2016, having reference no. ICT:685: TPV:7471	Intercontinental Consultants and Technocrats Pvt Ltd	Aug 16, 2016
SBHL	Issue of provisional completion certificate III dated Apr 05, 2018, having reference no. ICT:685: TPV:2511	Intercontinental Consultants and Technocrats Pvt Ltd	Apr 05, 2018
HREL	Completion Certificate for Hazaribagh Ranchi Section of NH-33 dated April 28, 2015, having reference No: B-95/04-15/74	M/s Unihorn India Private Limited	April 01, 2015
HREL	Provisional Completion Certificate for Hazaribagh Ranchi Section of NH-33 dated April 12, 2013	M/s Unihorn India Private Limited	Sept 15, 2012
TRDCL	Completion Certificate for Thiruvananthapuram City Road Improvement project for all four phases dated May 08,2017	Kerala Road Fund Board	Phase I: Jan 2008 Phase II: Feb 2012 Phase III: Feb 2015 Phase IV: May 2016
TRDCL	Provisional Completion Certificate for Thiruvananthapuram City Road Improvement Project Phase IV dated November 15,2016 having reference No: 850/P2/KRFB/2016	Kerala Road Fund Board	May 31,2106
TRDCL	Provisional Completion Certificate for Thiruvananthapuram City Road Improvement Project Phase III dated February 21,2015 having reference No: 1339/DM2/KRFB/2013	Kerala Road Fund Board & Egis India Consulting Engineers Pvt. Ltd	Feb 20,2015

Company	Narration	Issuing Authority (Independent Engineer/Independent Consultant)	Date
TRDCL	Provisional Completion Certificate for Thiruvananthapuram City Road Improvement Project Phase II dated November 08,2012 having reference No: KRFB/TCRIP/Annuity/2011	Kerala Road Fund Board	Feb 22,2012
TRDCL	Provisional Completion Certificate for Thiruvananthapuram City Road Improvement Project Phase I dated January 05,2008 having reference No: TCRIP/PE/1107/CC	Kerala Road Fund Board	November 15,2006
PSRDCL	Completion Certificate for Pune Solapur section of NH-09 dated Feb 03, 2016, having reference No: ICT: 620: RS : 1105	M/s Intercontinental Consultants and Technocrats Pvt. Ltd.	Feb 03, 2016
PSRDCL	Provisional Completion Certificate for Pune Solapur section of NH-09 dated August 23, 2013	M/s Intercontinental Consultants and Technocrats Pvt. Ltd.	August 23, 2013
BAEL	Supplementary Agreement for operation of 2nd Plaza	NHAI and BAEL	28th August 2017

Source: Management information

Company	Licence	Documents
BAEL	(i) Pollution Control Board and other Statutory Clearances for hot mix plant,	Acknowledgment from Jharkhand Pollution control board for Application to obtain Consent to Establish and Operation of Hot Mix plant
BAEL	(ii) Pollution Control Board and other Statutory Clearances for Crusher plant	Certificate from Jharkhand Pollution control board for Consent to Establish and Operation of Crusher Plant
BAEL	(iii) Pollution Control Board and other Statutory Clearances for Crusher plant	Acknowledgment from Jharkhand Pollution control board for Application to obtain Consent to Establish and Operation of RMC Plant

Source: Management information

Appendix 4 – Statement of Assets:

Statement of Assets of the Specified Companies as of December 31, 2023, is as under,

In INR Mn

Name of the Company	Net Fixed Assets	Net Intangible Assets	Other Non-Current Assets	Current Assets
MBEL	21.48	21,588.12	3.49	847.91
SBHL	-	7,828.01	583.59	723.32
HREL	-	-	2,768.86	1,892.30
TRDCL	-	-	171.47	643.25
PSRDCL	-	13,595.39	1.23	7,003.91
BAEL	-	15,645.70	1,209.47	8,734.46

Source: Audited Special purpose financials of Specified Companies

Appendix 5 - Pending Litigation against the Specified Companies

List of Pending Income Tax Related Litigations

In INR Mn

Company	Forum	Assessment Year	Amount in Dispute	Demand as per Order	Demand O/S as on date	Remarks
TRDCL	Mumbai High Court	2008-09	63.5	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
TRDCL	Mumbai High Court	2010-11	112.8	-	-	
TRDCL	Mumbai High Court	2011-12	93.5	0.1	-	
TRDCL	Mumbai High Court	2015-16	191.2	48.9	48.9	Mumbai ITAT has decided the appeal in the favour of company vide order dated 21.09.2022 by deleting the addition made by AO/TPO. The Income tax department had filed an appeal with Bombay High Court.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2012-13	77.9	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2012-13	70.9	14.3	3.5	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2013-14	195.8	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2014-15	164.6	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
			0.0			The dispute related to unreconciled interest income from bank appearing in Form 26AS added as Income from other sources (IFOS)

Company	Forum	Assessment Year	Amount in Dispute	Demand as per Order	Demand O/S as on date	Remarks
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2016-17	3.7	11.4	-	The dispute relates to disallowance of corresponding depreciation on account of disallowance of Project Management Fees and Project supervision fees capitalised as assets being not at arm's length as per Transfer Pricing officer and later on confirmed by the DRP.
			168.0			The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
			0.0			The dispute related to unreconciled interest income from bank appearing in Form 26AS added as Income from other sources (IFOS)
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2017-18	3.2	-	-	The dispute relates to disallowance of corresponding depreciation on account of disallowance of Project Management Fees and Project supervision fees capitalised as assets being not at arm's length as per Transfer Pricing officer and later on confirmed by the DRP.
			446.8			The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2018-19	0.4	-	-	Interest income erroneously added to Income although same has been offered for tax in ROI
			2.7			The dispute relates to disallowance of corresponding depreciation on account of disallowance of Project Management Fees and Project supervision fees capitalised as assets being not at arm's length as per Transfer Pricing officer and later on confirmed by the DRP.
			374.7			The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2019-20	3.6	0.2	-	The dispute related to short grant of TDS credit by INR 3.6 Mn even though income corresponding to TDS credit is offered to tax in accordance with section 199 of the Income Tax Act, 1961 read with Rule 37BA of the Income Tax Rules 1962.

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Company	Forum	Assessment Year	Amount in Dispute	Demand as per Order	Demand O/S as on date	Remarks
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2021-22	1.1	-	-	The dispute related to short grant of TDS credit by INR 1.1 Mn even though income corresponding to TDS credit is offered to tax in accordance with section 199 of the Income Tax Act, 1961 read with Rule 37BA of the Income Tax Rules 1962.
TRDCL	Commissioner of income tax-Appeal -CIT(A)	2022-23	1.2	-	-	The dispute related to short grant of TDS credit by INR 1.2 Mn even though income corresponding to TDS credit is offered to tax in accordance with section 199 of the Income Tax Act, 1961 read with Rule 37BA of the Income Tax Rules 1962.
SBHL	Commissioner of income tax-Appeal -CIT(A)	2016-17	0.7	0.2	-	Interest Income earned on deposit during the construction period has been considered as Income from other sources (IFOS) instead of business income.
SBHL	Commissioner of income tax-Appeal -CIT(A)	2018-19	1,430.5	0.0	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
PSRDCL	Commissioner of income tax-Appeal -CIT(A)	2011-12	-	5.1	-	The dispute relates to penalty of 100% levied on addition made during assessment u/s 271(1)(c). The quantum appeal on issue has been favourably decided by jurisdictional ITAT.
PSRDCL	Commissioner of income tax-Appeal -CIT(A)	2013-14	3.0	-	-	Interest Income earned on deposit during the construction period has been considered as Income from other sources (IFOS) instead of business income. The matter under dispute have been favourably decided in case of another group company by jurisdictional ITAT
PSRDCL	Commissioner of income tax-Appeal -CIT(A)	2014-15	3,308.7	2,365.4	2,365.4	The dispute relates to 1. Grant & Utility shifting treated as Income 2. Toll revenue added to Income
PSRDCL	Commissioner of income tax-Appeal -CIT(A)	2015-16	0.1	0.0	-	Interest Income earned on deposit during the construction period has been considered as Income from other sources instead of business income
PSRDCL	Commissioner of income tax-Appeal -CIT(A)	2017-18	2,904.5	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.

Company	Forum	Assessment Year	Amount in Dispute	Demand as per Order	Demand O/S as on date	Remarks
PSRDCL	Commissioner of income tax-Appeal -CIT(A)	2019-20	-	9.2	9.2	The Company has been treated as "Assessee in default" for deduction and non-deposit of TDS of INR 6.1 Mn for the FY 2018-19 and consequentially interest has been levied thereupon of INR 3.4 Mn under section 201(1A) of the Income tax Act. The Penalty and Prosecution proceedings are not initiated as of report date.
MBEL	Commissioner of income tax-Appeal -CIT(A)	2012-13	22.8	10.0	-	Interest Income earned on deposit during the construction period has been considered as Income from other sources instead of business income
MBEL	Commissioner of income tax-Appeal -CIT(A)	2013-14	4.0	-	-	
MBEL	Commissioner of income tax-Appeal -CIT(A)	2014-15	1.8	-	-	
MBEL	Commissioner of income tax-Appeal -CIT(A)	2017-18	4,390.9	-	-	Interest received during construction period considered as Income from other sources and Depreciation claimed as Intangible assets disallowed by granting amortisation.
MBEL	Commissioner of income tax-Appeal -CIT(A)	2018-19	2,868.4	-	-	The dispute relates to the depreciation claimed by the Company for Plant & Machinery disallowed by the authority by granting amortisation.
MBEL	Commissioner of income tax-Appeal -CIT(A)	2019-20	133.5	-	-	The disputes related to short credit of Tax Deducted at Source ('TDS') of INR 133.5 Mn and erroneous demand of INR 1,090. The AO has granted credit of TDS only to the extent of INR 140.7 Mn as against INR 274.2 Mn claimed resulting in short grant.
MBEL	Commissioner of income tax-Appeal -CIT(A)	2020-21	0.2	-	-	The disputes related to short credit of Tax Deducted at Source of INR 0.2 Mn. The AO has granted credit of TDS only to the extent of INR 6.5 Mn as against INR 6.6 Mn claimed resulting in short grant.
HREL	Mumbai ITAT	2013-14	862.3	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation. The CIT(A) has upheld the order of Assessing officer. The company has filed an appeal before Mumbai ITAT on 20.10.2023
HREL	Mumbai ITAT	2014-15	676.1	-	-	

Company	Forum	Assessment Year	Amount in Dispute	Demand as per Order	Demand O/S as on date	Remarks
HREL	Commissioner of income tax-Appeal -CIT(A)	2015-16	547.9	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
HREL	Commissioner of income tax-Appeal -CIT(A)	2017-18	830.6	-	-	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
HREL	Commissioner of income tax-Appeal -CIT(A)	2018-19	455.5	-	-	
HREL	Commissioner of income tax-Appeal -CIT(A)	2017-18	-	0.0	-	Penalty levied under section 272A(1)(d) of the Act of INR 10,000 for delay in submission during assessment proceedings.
HREL	Commissioner of income tax-Appeal -CIT(A)	2020-21	80.6	30.9	9.8	The dispute relates to the depreciation claimed by the Entity for Plant & Machinery disallowed by the authority by granting amortisation.
HREL	Commissioner of income tax-Appeal -CIT(A)	2021-22	9.3	-	-	The disputes related to lesser credit of Tax Deducted at Source of INR 9.2 Mn granted by AO.
HREL	Commissioner of income tax-Appeal -CIT(A)	2022-23	764.6	241.9	-	The disputes related to i) Lesser credit of Tax Deducted at Source of INR 11.8 Mn, granted by AO ii) The AO has not granted decrease in profit of INR 752.8 Mn under ICDS The company has also filed rectification application giving details of deviation as per ICDS and accordingly the error in order u/s 143(1) was rectified by passing order u/s 154.
HREL	Commissioner of income tax-Appeal -CIT(A)	2022-23	11.8	-	-	The disputes related to lesser credit of Tax Deducted at Source of INR 11.8 Mn granted by AO.
BAEL	Commissioner of income tax-Appeal -CIT(A)	2022-23	223.7	-	-	The CPC erred by not giving effect of ICDS I adjustment (i.e., not reduced INR 223.7 Mn from the profit), Hence disallowed.

Source: Management information

List of Pending Indirect Tax Related Litigations:

Goods and Service Tax:

Company	IDT Act	State	Tax Period	Particulars	Action taken	Disputed INR Mn
TRDCL	ST	Kerala	2014-15	Assessment in progress	Show Cause Notice for difference in value of services provided as per data in ITR & ST-3 returns. ST liability INR 0.2 Mn. Reply submitted on 22.01.21. Hearing awaited.	0.2
TRDCL	GST	Kerala	2017-18	GST on annuity payments	Directorate General of GST Intelligence, Thiruvananthapuram Regional Unit has issued summons to the Company on levy of GST on annuity in October 2021, which was suitably attended and replied in January 2022. There upon considering submission made DGGI has issued show cause notice asking company to pay GST on annuity received. Below details provided financial year wise tax levy. The Company has attended the personal hearing before the adjudicating officer and the officer has accepted the submissions made and reduced the demand to INR 15.9 Mn (CGST 8.0 Mn +SGST 8.0 Mn, Interest @ 18% would be applicable, and Penalty charged in order of INR 1.6 Mn (CGST INR 0.8 Mn+ SGST 0.8 Mn) vide order dated 14.12.2023. Balance demand of INR 147.1 Mn (CGST INR 73.5 Mn+ SGST INR 73.5 Mn) has been set aside. The aforesaid demand of INR 15.9 Mn is on invoices raised during the period July 2017 to October 2017 on which GST has been levied and collected by the Company. The said GST has been collected and not refunded back to KRFB and hence the same is liable to be discharged.	15.9



Company	IDT Act	State	Tax Period	Particulars	Action taken	Disputed INR Mn
PSRDCL	ST	Maharashtra	2014-2015	Show Cause Notice for difference in value of services provided as per data in ITR & ST-3 returns.ST liability INR 0.14 Mn.	Submission made on 17.02.2023 in PH with DC, C. Ex. DIV-IV Mumbai East.	0.1
BAEL	GST	West Bengal	2018-19	GST audit notice in progress	In GST audit report of FY 2018-2019 of West Bengal GSTN of the company, GST auditors has reported tax dues INR 9.0 Mn due to non-reversal of ITC on a/c of nonpayment to vendor within 180 days from vendor tax invoice date. Vendor dues pertaining to August 2018.	9.0
BAEL	GST	West Bengal	2019-20	GST audit notice in progress	In GST audit report of FY 2019-2020 of West Bengal GSTN of the company, GST auditors has reported tax dues INR 0.9 Mn due to non-reversal of ITC on a/c of non-payment to vendor within 180 days from vendor tax invoice date.	0.9

Source: Management information



Value Added Tax:

Company	IDT Act	State	Tax Period	Proceedings	Particulars	Status	Disputed / (Refund) INR Mn
PSRDCL	VAT	Maharashtra	2015-16	Second Appeal filed before tribunal	1) Appeal filed with Dy. Comm. Sales Tax (A) dated 18.12.2020. Pre-deposit made of INR 4.1 Mn. Personal hearing held before authority, who in turn passed order dated 30.10.2023 with dues payable of INR 8.5 Mn (Tax INR 3.7 Mn + Interest INR 3.8 Mn+ Penalty INR 1 Mn). Out of total dues authority has adjusted pre deposit amount of INR 4.1 Mn, thereby net payable INR 4.4 Mn. 2) Appeal filing is in process against above mentioned order of Dy. Comm. Sales Tax (A) dated 18.12.2020 before the Hon'ble Maharashtra Sales Tax Tribunal on or before 29.12.2023 with no pre deposit.	Open	- 2.2
PSRDCL	VAT	Maharashtra	2016-17	Assessment completed. Refund due	Assessment Order received in April 2021 with tax demand of INR 9.2 Mn against which rectification application filed. Rectification assessment order passed with refund of INR 1.7 Mn date 25.04.2022.	Open	- 4.3
TRDCL	VAT	Kerala	2011-12	Assessment in progress. Refund as per books Refund as per books	Action pending by the Vat Department. Rectification assessment order giving credit for VAT TDS of Kerala Road Fund Board has to be passed and cancel the demand pending. Order awaited.	Open	- 4.4

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Company	IDT Act	State	Tax Period	Proceedings	Particulars	Status	Disputed / (Refund) INR Mn
TRDCL	VAT	Kerala	2012-13	Assessment in progress. Refund as per books Refund as per books	Action pending by the Vat Department: Refund of INR 7.6 Mn/- to be issued. Refund is held back since demand of year 2011-12 INR 6.9 Mn is pending. Refund will be processed only after the cancellation of the demand for the year 2011-12 is done in rectification proceedings.	Open	- 7.6
TRDCL	VAT	Kerala	2013-14	Assessment in progress. Refund as per books Refund as per books	Action pending by the Vat Department. Issue of Refund of INR 0.1 Mn is held back since demand of year 2011-12 INR 6.9 Mn is pending. Refund will be processed only after the cancellation of the demand for the year 2011-12 is done in rectification proceedings.	Open	- 0.1
TRDCL	VAT	Kerala	2014-15	Assessment in progress. Refund as per books	Action pending by the Vat Department: Issue of Refund of INR 6.8 Mn pending since demand of year 2011-12 INR 6.9 Mn is pending. Refund will be processed only after the cancellation of the demand for the year 2011-12 is done in rectification proceedings.	Open	- 6.8
BAEL	VAT	West Bengal	2014-15	Appeal field before Tribunal;	Appeal filed before Tribunal to grant refund as per books in September 2021. Awaiting next hearing date.	Open	- 1.1
BAEL	VAT	West Bengal	2016-17	Second Appeal filed before	First Appeal filed for disputed amount in July 2021. Last hearing date 08.03.2022. Appeal authorities have asked to submit the assessment records. Second appeal filed on 06.05.2023. Awaiting next hearing date.	Open	- 3.3
BAEL	VAT	West Bengal	2017-18	Assessment completed. Refund due	Data submitted to Assistant commissioner of Revenue. Awaiting next hearing date.	Open	- 0.9

List of Pending Other Litigations:

Company	Case details	Forum	Case filed by	Case filed against	Current Status	Whether money to be paid or received	Amount INR Mn
HREL	WPC 1135 of 2014(CNR No) JHHC010198112014	High Court of Jharkhand - Ranchi Bench	HREL	Mr Anjani Kumar Pandey	The Hon'ble High Court has issued notices and called for records. Proof of service is awaited & and we are required to list the case after the receipt of the service report on the notice issued to the respondents. The matter was listed on 12.1.2024, and the court has directed to serve a copy on the Respondent within two weeks and then list the matter for further hearing. Further, the Management is in the process of filing an IA for impleading GR Infra as a party to the writ petition (Out of Court settlement failed as GR Infra denied settling the matter at the Labour Commissioner level).	To be received	1.1
MBEL	No. 150868/2023	High Court Allahabad	Moradabad Bareilly Expressway Limited	State of U.P.	Writ Petition filed against both the dismissal order dated 27.07.23 and the original order issued on 17.08.2022. The Matter was listed on 3.3.2024. Hon'ble court has directed to file a rejoinder to the reply filed by the Respondent. The matter has been listed on 18.3.2024.	To be Paid	253.4

Company	Case details	Forum	Case filed by	Case filed against	Current Status	Whether money to be paid or received	Amount INR Mn
TRDCL	Arbitral Tribunal comprising of Justice M.N Krishnan, Justice T.R Ramachandran Nair and Justice N.K Balakrishnan	Kerala Road Fund Board and Anr	TRDCL	Kerala Road Fund Board	The Respondent made a statement that they do not want to lead any oral evidence. Respondent's documents existence of which had been denied by us cannot be relied upon by the Respondent in the course of final arguments. The AT has, however, set the dates for final arguments to start from 10.01.2024. We have completed our first leg of the Final Arguments. The next date of the hearing is on January 26-28th wherein we need to conclude our arguments. Thereafter, Feb 26-28 has been earmarked for the arguments by the Authority/ Kerala Road Fund Board The matter has been listed on 22nd and 23 March, 2024 for Respondent Argument.	To be received	3,586.7
TRDCL	W.P.(C) No.26690/2012[KLHC 010687602012]	Kerala High Court, Kochi	Mr. Sivarajendran	1. Kerala Road Fund Board 2. TRDCL	Pending Adjudication. Last posting on 29.06.2023. The next posting date will only be notified prior to the hearing. The posting date will only be notified prior to the hearing.	To be paid	1.3
SBHL	221/2021	District Consumer Disputes Redressal Commissioner II-Jaipur-Rajasthan	Mr. Ranjit Khichad	NHAI and SBHL	Vakalatnama and written submission filed on 21.12.2023 Matter is listed on 21.03.2024. The matter pertains to deficiency of services.	To be paid	0.1

Source: Management information

Appendix 6 – Claims filed by / against the Specified Companies

Claims filed by and against the Company and not considered in the SPV's Value: -

in INR Mn

Company	Brief of Claim	Claims by the Company	Claims against the Company
TRDCL	Claim filed by the Company against Authority for material defaults and Entitlement of the delayed and withheld annuities (Part of arbitration)	3,586.7	-
PSRDCL	Arbitration award dated 13.11.2017 in favour of company	5,697.6	-
BAEL	Claims filed by the Company on the Authority vide letter BAEL/PRJ/TEC/CLO-579/2018/1276 in March 2018 claiming compensation for the losses suffered by the Company for reasons solely attributed to defaults or delay by the Authority. The Company has requested for referring the dispute to the Conciliation Committee of Independent Experts (CCIE) vide letter BAEL/PRJ/TEC/CLO-579/2019/1507 dated 31st January 2019 * (Net)	7,166.4	-

Source: Management information

Claims filed against the Company and considered in the SPV's Value: -

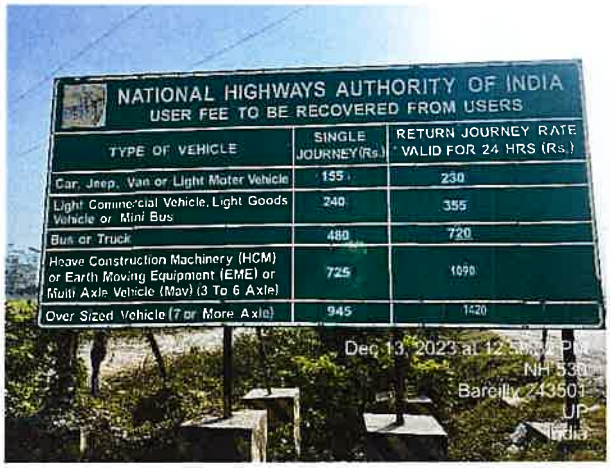
Company	Brief of Claim	Amount INR Mn
MBEL	Income tax demands contested by the company	12.0
MBEL	Penalty recommended by IE	70.7
MBEL	Stamp duty demand order by The Collector of Stamps, Moradabad for the concession agreement dated 19.02.2010 executed between MBEL and NHAI	253.4
SBHL	Income tax demands	0.6
SBHL	Penalty for Delay in Filing Tax Audit Report for AY 2019-20	0.2
SBHL	Penalty for non-filing of work Contract Tax Returns for Financial Year 2015-16 and 2017-18	0.1
SBHL	Penalty for non-appointment of Company Secretary u/s. 203(5) of Companies Act,2013	0.5

Company	Brief of Claim	Amount INR Mn
SBHL	Penalty for non-appointment of Chief Financial Officer u/s. 203(5) of Companies Act,2013 for FY 2022-23	0.5
SBHL	Not convened the Annual general Meeting for the financial year 2018-2019 within the prescribed time limit, signing of financial u/s 134(8), non-filing of INC 22, DIR-12 and DPT-3 with ROC etc	0.2
SBHL	Penalty for non-compliance of section 135 (5) of Companies Act,2013	5.3
SBHL	Stamp duty demand from office of the Collector, Jaipur	5.5
SBHL	Punch list item	32.0
PSRDCL	Claims by NHAI on deficiency of Routine and Major Maintenance	290.5
PSRDCL	Income tax demand	2,394.9
PSRDCL	VAT Demand	81.2
BAEL	Claims against the Company not acknowledged as debt for non-compliance of various obligation under the concession agreement	15.6
BAEL	Interest on nonpayment of NHAI Premium	652.0
BAEL	Not convened the Annual general Meeting for the financial year 2018-2019 within the prescribed time limit, signing of financial u/s 134(8), non-filing of INC 22, DIR-12 and DPT-3 with ROC etc	2.0
HREL	Claims against the Company not acknowledged as debt for non-compliance of Income tax provisions	41.5
TRDCL	Income Tax liabilities	88.2

Source: Management information

Appendix 7 – Photographs of the projects of the Specified Companies

Appendix 7.1: Moradabad Bareilly Expressway Limited
Date of site visit – December 13, 2023













Appendix 7.2: Sikar Bikaner Highway Limited
Date of site visit – December 14, 2023













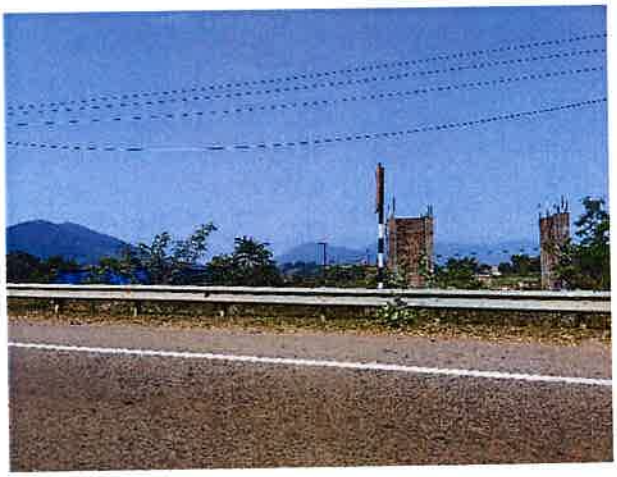
Appendix 7.3: Hazaribagh Ranchi Expressway Limited
Date of site visit – December 14, 2023













Appendix 7.4: Thiruvananthapuram Road Development Company Limited
Date of site visit – December 14, 2023








Appendix 7.5: Pune Sholapur Road Development Company Limited
Date of site visit – December 13, 2023













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Appendix 7.6: Barwa Adda Expressway Limited
Date of site visit – December 14, 2023













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ANNEXURE B - TRAFFIC REPORTS

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HBS
HIGHWAYS - BRIDGES - STRUCTURES

Ref No: HBS/BAEL/2023-24/09
Date: 20/12/2023

To
M/s. ROADSTAR INFRA INVESTMENT TRUST
The ILFS Financial Centre, 6th Floor, Plot C-22, G-Block,
Bandra Kurla Complex, Bandra East,
Mumbai, Suburban, 400051

Kind Attn: Mr. Aditya Lothe,

Sir,

Sub: Work Order for Independent assessment of Traffic Forecasting and Toll Revenue Estimations – Barwa Adda Expressway Limited (BAEL)" - **Submission of Final Traffic Forecasting and Toll Revenue Estimations Report– Reg.**

Ref No: 1) Work Order Dated: 20.11.2023
2) Our email dated: 08.12.2023

Dear Sir,

We had submitted Draft Report for the subject project vide Ref (2). Based on the comments / observations received through telephonic discussions, we are herewith submitting 'Final Traffic Forecasting and Toll Revenue Estimations Report'

Thanking you and assuring you of our best services.

Yours faithfully,
For HBS Infra Engineers India Pvt. Ltd

HBS Infra Engineers India Pvt. Ltd. Hyderabad

Premal D Mehta
Executive Director

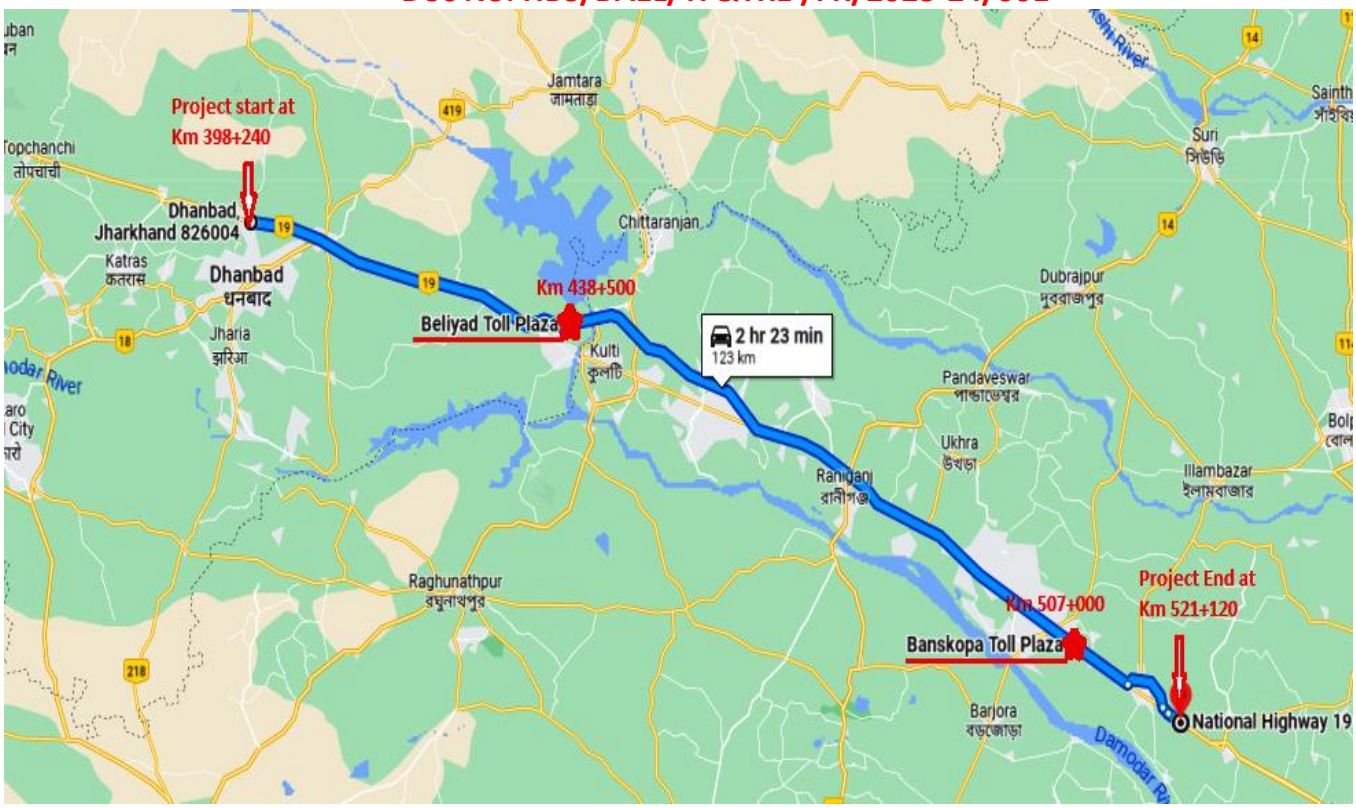
DECEMBER - 2023

ROADSTAR INFRA INVESTMENT TRUST

INDEPENDENT ASSESSMENT OF TRAFFIC FORECASTING AND TOLL REVENUE ESTIMATION FOR SIX-LANING OF BARWA-ADDA-PANAGARH SECTION OF NH-2 FROM KM 398.240 TO KM 521.120 INCLUDING PANAGARH BYPASS IN THE STATES OF JHARKHAND AND WEST BENGAL UNDER NHDP PHASE V ON TOLL ON DBFOT PATTERN.

TRAFFIC FORECASTING AND TOLL REVENUE ESTIMATION- FINAL REPORT

Doc No: HBS/BAEL/TF&TRE /FR/2023-24/001



CONCESSIONAIRE: **BARWA ADDA EXPRESSWAY LIMITED.**

CONSULTANT: **HBS INFRA ENGINEERS INDIA PVT. LTD.**

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CHAPTER 1. EXECUTIVE SUMMARY

1.1 PROJECT BACKGROUND

The Barwa-Adda-Panagarah section of NH-2, which includes the Panagarh bypass, was awarded to IL&FS on a Design-Build-Finance-Operate-Transfer (DBFOT) basis. Table 1-1 presents the important milestones achieved during the project.

Table 1.1: Project Milestones

S.No	Particulars	Description
1	Date of Signing of Concession agreement	08/05/2013
2	Concession period start	01/04/2014
3	Concession Period	20 years
4	Concession period End	31/03/2034
5	Scheduled date of transfer of	31/03/2034
6	Extension period	5 years (4years due to short fall of traffic+1 year due to covid and miscellaneous)

The Project is presently undergoing maintenance by Concessionaire Barwa Adda Expressway Limited. The Concessionaire has appointed M/s. HBS Infra Engineers India Pvt Ltd to carry out an independent assessment of traffic forecasting and toll revenue estimation for the project.

National Highway 19 (NH 19) in India was previously known as the Delhi-Kolkata Road and is one of the busiest national highways in the country. Following the renumbering of national highways, the Delhi to Agra route is now designated as National Highway 44, while the Agra to Kolkata route is numbered as National Highway 19 (old NH-2). NH 19 forms a significant portion of the historic Grand Trunk Road.

NH 19 begins in Agra, at its junction with NH-44, and connects Kanpur, Allahabad, and Varanasi in Uttar Pradesh, as well as Mohania, Sasaram, and Aurangabad in Bihar. It also passes through Barhi, Bagodar, and Gobindpur in Jharkhand, and Asansol and Palsit in West Bengal before terminating at its junction with NH-16 near Kolkata.

1.2 PROJECT DESCRIPTION

- Project Start: Starting at Km 398+240 near kisan chowk Barwadda
- Project End: Ending at Km 521+120 near Panagarh
- Project road passes through major towns of Gobindpur, Dhanbad, Asansol, Durgapur and Panagarah
- Project road passes through Jharkhand and West Bengal state.
- NH-Crossings the project road:NH-18, NH-419 near Gobindpur, NH-419 near Kulti, NH-14 near Raniganj.

  Toll plazas: 2 Nos -Beliyad Toll plaza at Km 438+500 and Banskopa Toll plaza at Km 507+000.

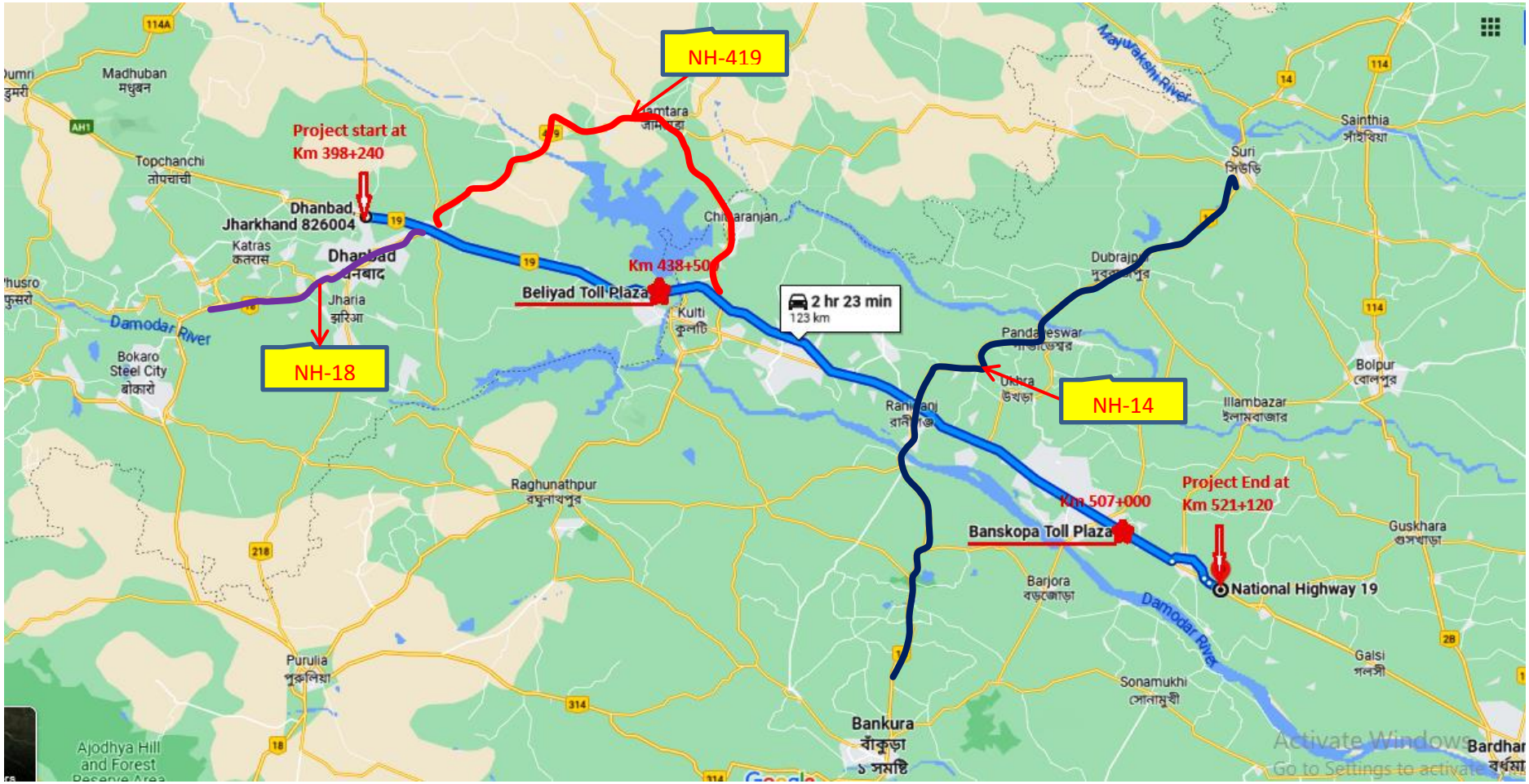


Figure 1.1: Index Map showing Proposed alignment and National Highways crossing along the project

1.3 DATA COLLECTION

1.3.1. Data Collection from the Client

Past data about the project corridor was sourced from the client. This includes historic toll traffic and revenue data for the two toll plazas on the project road to study the past traffic and revenue trends, seasonal variations in traffic, and other observations related to the data. Past traffic trends in year-on-year growth, month-on-month growth, etc., were derived, which will also help understand the travel pattern for passenger and goods vehicles. The given traffic data includes the toll categories like single (through) journey, local pass, monthly pass, and exempted traffic. Exempt category traffic falls under the list of vehicles where these vehicles are exempted from paying the user fee.

1.3.2. Data Collection from the field

Origin – Destination Surveys using Roadside Interviews method was conducted for 48 hrs. (both directions) at two toll plazas locations on random sampling basis covering reasonably adequate sample for each tollable vehicle category. Origin-Destination (OD) surveys studies were carried out to find the

a) Possible traffic diversion on the proposed road
b) To assess the future growth rates of traffic based on traffic influence areas and social economic characteristics.
c) OD Matrices, commodity composition, regional distribution of traffic, lead distribution of vehicles and trip contribution

1.4 TRAFFIC AND REVENUE FORECAST ASSUMPTIONS

1.4.1. Traffic

Traffic forecasting for a project road was conducted by considering the past trend in growth and analyzing the prospects of the project influence area. The elasticity approach for growth rate estimation was used for long-term traffic forecasting. The methodology used for the study included the following steps:

- The influencing factors obtained from OD (origin-destination) surveys were utilized to derive the key socio-economic parameters of the Project Influence Area (PIA) for the historical trend.
- Regression analysis was conducted for various combinations of the dependent and independent parameters to test the significance of their relation.
- Future traffic forecasting was done using elasticity approach, which considers the elasticity of transport demand and probable pattern of future growth of the economy.
- Elasticity values for each mode is estimated using the past vehicle registration data, past traffic trend and AADT-tonnage with the growth of PCI, GSDP and Moderated elasticity values chosen for the analysis based on previous trends in socioeconomic variables.

1.4.2. Revenue

- Toll revenue projections or forecasting will be calculated based on the projected traffic and projected toll rates.
- Toll rates by vehicle and toll category depends on the tollable length and structure cost(length), wholesale price index (WPI) and the base rates which are applicable by vehicle category are according to the NH fee notification for the project.

- Toll fee shall be computed based on the base rate fixed by NHAI and is revised annually as per the formula provided by NHAI in Schedule R of the Concession agreement which is according to the National highway fee rules 2008.
- Fee applicable shall be the rate multiplied by the length of the highway section and structure cost for which toll is to be collected.
- The amount of fee and the revision thereof effective from 1st April every year shall be calculated as follows

$$\text{Applicable rate of fee} = \text{Base Rate} + \text{Base Rate X} \left\{\frac{\text{WPI A} - \text{WPIB}}{\text{WPI A}}\right\} * 0.4$$

where

WPI-A means the Wholesale Price Index of the week ending on or after 1st January immediately Preceding the date of revision under these rules.

WPI-B means the Wholesale Price Index of the week ending on 6th January 2007 i.e., 208.7

The actual fees to be charged shall be rounded off to the nearest Five rupees.

- CSO (Central statistical organization) provided linking factors for both the 2004-05 and 2011-12 series to arrive at the WPI values for the 1993-94 series to reach the year of toll fee.
- Ministry of Statistics and Programme Implementation (MoSPI) reported the linking factor as 1.561, but the recent communication on fee revision mentions the linking factors can be adopted as 1.641.

1.5 Traffic and Toll revenue projections

The Tables 1.2 and 1.3 show the forecasted traffic at both Toll plazas for each base year. These projections consider the impact of any road network improvements and land developments that may take until the end of the Concession period, including any possible extension periods as outlined in the concession agreement.

Toll revenue projections are based on the projected future traffic, toll fees by vehicle and toll category, and trip rates. Traffic numbers are estimated by financial years, such as FY24-25, FY25-26, etc. Toll rates are revised annually **on April 1st**. Toll revenues are projected by the financial year until the end of the concession period, considering any possible extensions that relate to the targeted traffic PCU **until March 2039** (FY38-39). The toll revenue projections are based on the effective case, considering all network improvements and land developments. Table 1.4 summarize the projected toll revenue.

Table 1.2: Traffic forecast (AADT) at Beliyad Toll plaza

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	4,267	299	242	1,024	955	3,621	**10,407**	**27,756**
2024-2025	4,574	309	249	1,059	981	3,844	**11,016**	**29,293**
2025-2026	4,902	319	257	1,095	1,008	4,082	**11,663**	**30,922**
2026-2027	5,254	329	265	1,133	1,035	4,334	**12,351**	**32,648**

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2027-2028	5,632	339	273	1,172	1,064	4,602	**13,082**	**34,477**
2028-2029	6,002	349	281	1,208	1,090	4,860	**13,791**	**36,238**
2029-2030	6,397	359	289	1,246	1,117	5,133	**14,541**	**38,095**
2030-2031	6,818	369	297	1,285	1,145	5,421	**15,335**	**40,054**
2031-2032	7,085	369	289	1,275	1,129	5,507	**15,653**	**40,618**
2032-2033	7,358	368	280	1,262	1,112	5,586	**15,966**	**41,141**
2033-2034	7,409	355	252	1,191	1,044	5,390	**15,642**	**39,815**
2034-2035	7,438	341	223	1,116	974	5,165	**15,257**	**38,309**
2035-2036	7,758	342	217	1,110	963	5,261	**15,651**	**39,003**
2036-2037	8,246	351	222	1,142	986	5,538	**16,486**	**40,940**
2037-2038	8,765	360	228	1,176	1,009	5,830	**17,369**	**42,979**
2038-2039	9,317	370	234	1,210	1,033	6,137	**18,302**	**45,125**

Table 1.3: Traffic forecast (AADT) at Banskopa Toll plaza

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	9,730	880	713	1,989	1,998	6,378	**21,688**	**54,102**
2024-2025	10,413	907	735	2,056	2,052	6,763	**22,926**	**56,995**
2025-2026	11,143	935	757	2,125	2,107	7,172	**24,239**	**60,055**
2026-2027	11,925	964	780	2,196	2,164	7,605	**25,634**	**63,292**
2027-2028	12,761	994	804	2,270	2,222	8,065	**27,116**	**66,717**
2028-2029	13,581	1,023	826	2,339	2,276	8,510	**28,555**	**70,029**
2029-2030	14,454	1,051	848	2,411	2,332	8,979	**30,077**	**73,517**
2030-2031	15,383	1,081	872	2,485	2,389	9,474	**31,685**	**77,192**
2031-2032	16,192	1,101	880	2,510	2,404	9,777	**32,863**	**79,551**
2032-2033	17,041	1,121	887	2,536	2,418	10,095	**34,098**	**82,024**
2033-2034	17,688	1,127	876	2,501	2,381	10,132	**34,706**	**82,625**
2034-2035	18,350	1,134	863	2,464	2,339	10,158	**35,308**	**83,166**
2035-2036	19,339	1,157	873	2,498	2,361	10,514	**36,743**	**86,012**
2036-2037	20,535	1,187	896	2,571	2,416	11,062	**38,666**	**90,177**
2037-2038	21,805	1,218	919	2,645	2,472	11,638	**40,697**	**94,559**
2038-2039	23,154	1,250	943	2,722	2,529	12,244	**42,841**	**99,167**

Table 1.4: Estimated Toll revenue for 2 Toll plazas

Financial year	Beliyad Tollplaza	Banskopa Toll plaza	Total Revenue in Crores
2023-2024	100.9	156.0	256.9
2024-2025	108.1	169.1	277.2
2025-2026	119.6	186.4	306.0
2026-2027	131.8	205.6	337.4
2027-2028	146.5	226.8	373.3
2028-2029	160.7	249.5	410.1
2029-2030	176.9	273.2	450.2
2030-2031	194.7	301.6	496.3
2031-2032	206.7	325.5	532.3
2032-2033	219.1	351.2	570.2
2033-2034	221.7	370.3	592.0
2034-2035	223.1	389.6	612.7
2035-2036	237.9	422.4	660.3
2036-2037	261.1	464.0	725.2
2037-2038	287.5	511.4	798.9
2038-2039	314.0	555.1	869.0
Total	**3110.2**	**5157.9**	**8268.1**

CHAPTER 2. TRAFFIC SURVEYS AND ANALYSIS

2.1 PREAMBLE

The traffic volume data was collected through videographic surveys at two toll plazas - Beliyad and Banskopa - and was received from the client for analysis. Additionally, to assess the future growth rates of traffic and possible diversions due to alternative roads, Origin-Destination (OD) surveys were conducted.

2.2 OD SURVEY LOCATIONS

Origin Destination (OD) surveys were conducted at two plaza locations. The location and schedule of traffic surveys are presented in **Table 2.1.**

Table 2.1: OD Surveys Schedule

S. No.	Type of Survey	Location (Km)	Description	Dates of Survey
1	2 days - Origin-Destination Survey	438+500	Beliyad Toll plaza	15.11.2023 to 16.11.2023
2	2 days - Origin-Destination Survey	507+000	Banskopa Toll plaza	15.11.2023 to 16.11.2023

The Index map of the project road and survey's location is presented in the Figure 2.1 and few photographs OD surveys at survey location is shown in Photo 2.1.

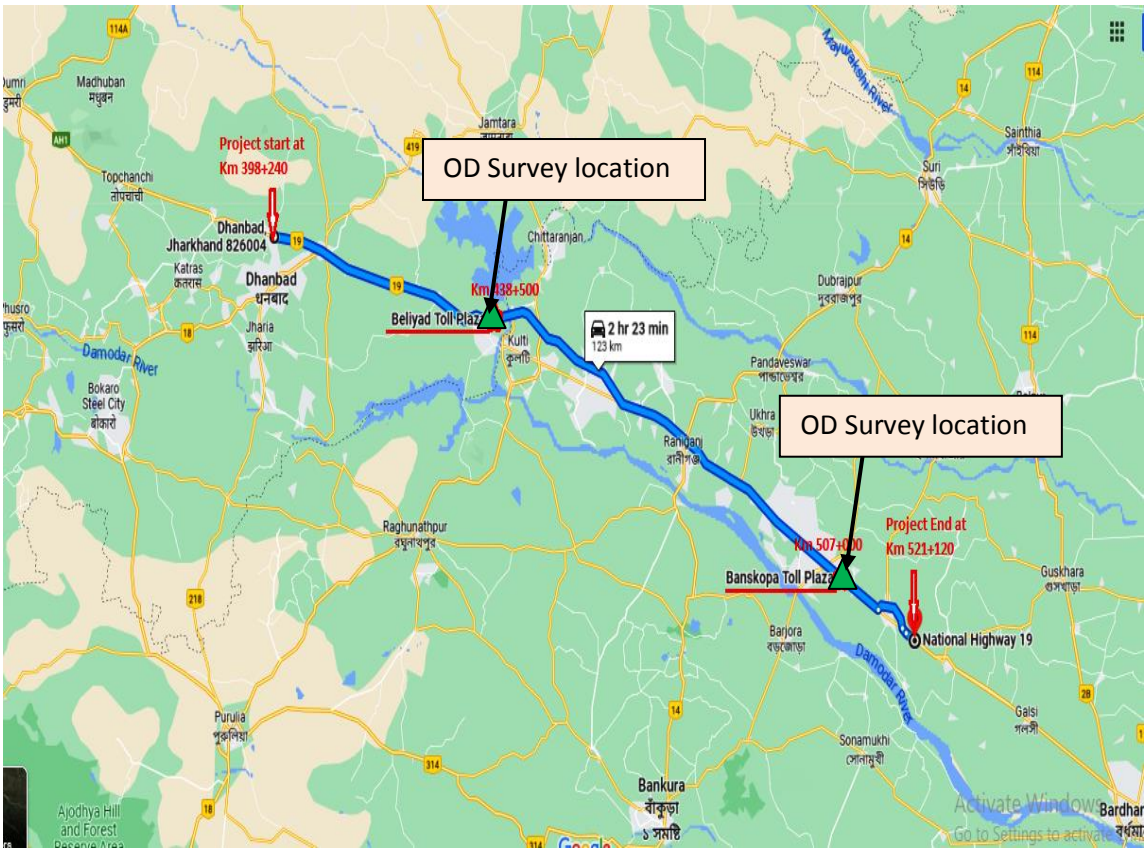
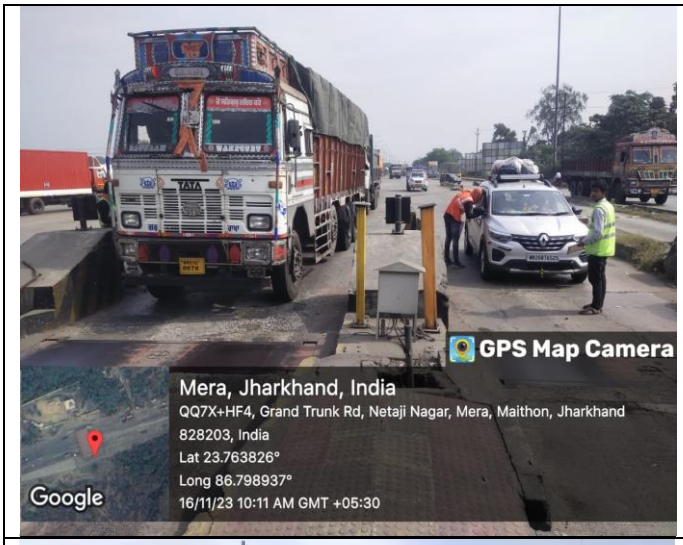
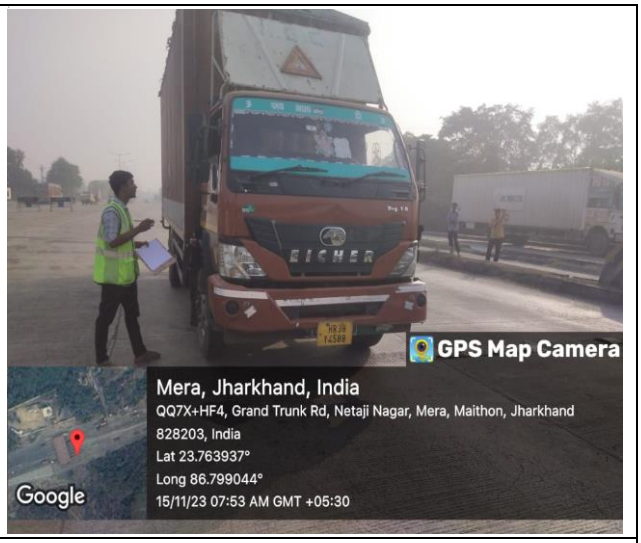


Figure 2.1: Index Map showing Proposed alignment and traffic survey locations

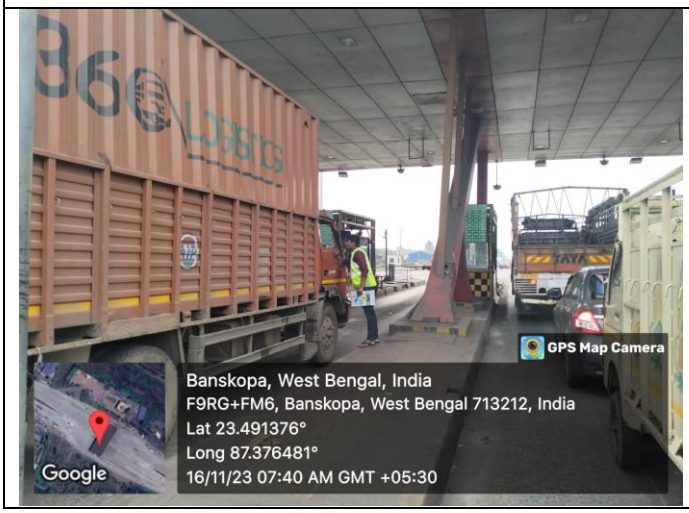




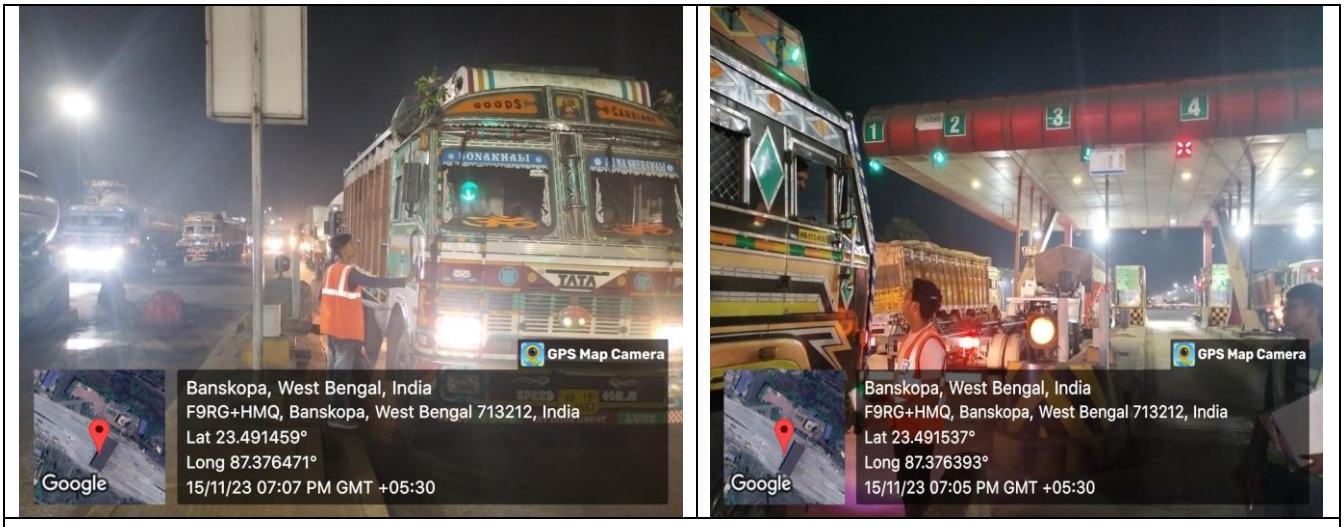




Origin-Destination (OD) survey at Beliyad Toll plaza







Origin-Destination (OD) survey at Banskopa Toll plaza

Photo 2.1: Few Photographs of OD survey at survey locations

2.3 VEHICLE CLASSIFICATION SYSTEM

The vehicle classification used in the survey along with their Passenger Car Units (PCU) values, as suggested in **IRC: 64 -1990**, are presented in **Table 2.2**. The PCU factor given in Table 2.2 is used to convert all tollable vehicles into number of PCU's.

Table 2.2: Vehicle Classification and PCU Factors

Vehicle type	PCU factor
Car/LMV	1
LCV/Mini bus	1.5
Bus	3
Truck	3
Truck 3 Axle	3
MAV	4.5
HCM	4.5
Oversized	4.5

2.3.1. Average Daily Traffic (ADT) of Tollable Vehicles

The traffic volume data for month of September 2023 was averaged out to arrive at the location wise Average Daily Traffic (ADT) on the project road section. The ADT and PCU values at two toll plaza locations is presented in **Table 2.3.**

Table 2.3: Summary of Average Daily Traffic (ADT) at two Toll plaza locations

Vehicle type	Beliyad Toll plaza		Banskopa Toll plaza	
	Vehicles	PCU	Vehicles	PCU
Car/LMV	3772	3772	9395	9395
LCV/Mini bus	263	394	741	1112
Bus	274	823	824	2471
Truck 2 Axle	1032	3095	2036	6107

Vehicle type	Beliyad Toll plaza		Banskopa Toll plaza	
	Vehicles	PCU	Vehicles	PCU
Truck 3 Axle	975	2925	1964	5892
MAV	3407	15329	5996	26982
HCM	0	1	1	4
Oversized	5	21	2	10
Total	**9727**	**26359**	**20959**	**51973**

Traffic composition in terms of vehicles at two toll plaza locations is shown in **Figure 2.2 to Figure 2.3.**

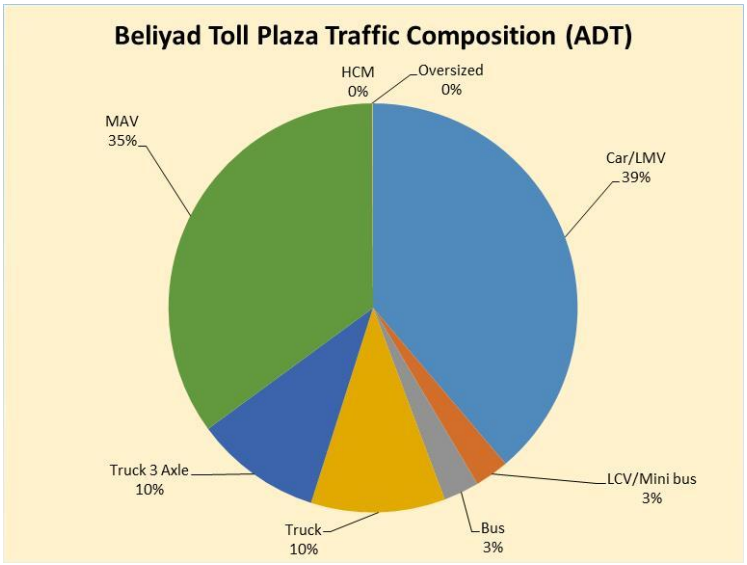


Figure 2.2: Traffic Composition at Beliyad Toll plaza

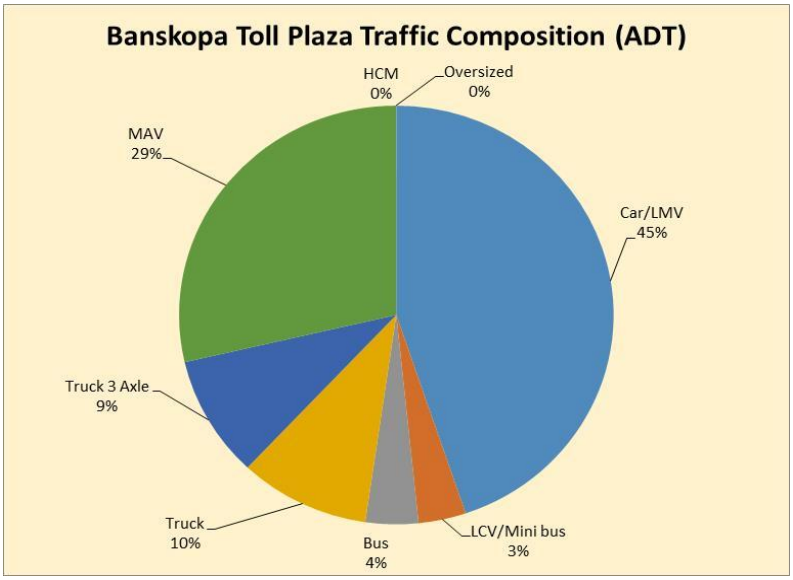


Figure 2.3: Traffic Composition at Banskopa Toll plaza

2.3.2. Annual Average Daily Traffic (AADT)

The traffic on any road usually varies throughout the year, depending on the socio-economic activities in the areas it passes through. Therefore, to obtain a more realistic picture of the traffic on a project road, it is essential to assess the seasonal variations and estimate the Annual Average Daily Traffic (AADT).

Using sourced data, the ADT was calculated for first six months of FY 2022-23, that is from April 2022 to September 2023. The seasonal factor was applied to arrive at the ADT for the next six months in the FY 2023-24. The seasonal correction was obtained by dividing the average traffic of each vehicle mode in the last six months of the FY with the average traffic of each vehicle in the first six months of traffic data in the same FY. This exercise was carried out based on the data availability, and average values were obtained. Table 2.4 and Table 2.5 presents the seasonal correction factors obtained at 2 toll plazas in various FYs and the average value considered for calculating the traffic in the last six months of FY 2023-24. Table 2.6 shows the AADT for the base year (FY 2023-2024) at two toll plaza locations.

Table 2.4: Seasonal Correction factors at Beliyad Toll plaza

FY	Car/LMV	LCV/Mini bus	Bus	Truck 2 Axle	Truck 3 Axle	MAV	HCM	Oversized
2014-2015	1.84	1.22	0.53	0.49	1.35	1.65	5.49	1.41
2015-2016	1.08	0.87	1.14	1.30	0.93	1.19	0.05	1.18
2016-2017	0.91	0.83	1.03	0.79	0.79	0.98	0.28	0.77
2017-2018	1.32	0.71	1.19	1.14	1.07	1.33	1.72	0.91
2018-2019	1.08	0.96	1.10	1.01	1.00	1.13	1.25	0.83
2019-2020	1.03	0.85	1.20	0.85	0.90	0.98	0.84	2.98
2020-2021	1.33	1.08	1.75	1.41	1.67	1.42	1.16	1.33
2021-2022	1.18	1.02	1.49	1.11	0.81	1.22	0.78	2.07
2022-2023	1.08	0.91	1.10	0.97	0.97	1.12	1.19	1.15
Average	**1.08**	**0.85**	**1.12**	**1.01**	**0.94**	**1.12**	**0.89**	**1.30**

* Financial year 2014-2015, 2020-2021 and 2021-2022 were not considered in calculation of average due to significant variation as compared to the other financial years.

Table 2.5: Seasonal Correction factors at Banskopa Toll plaza

FY	Car/LMV	LCV/Mini bus	Bus	Truck 2 Axle	Truck 3 Axle	MAV	HCM	Oversized
2018-2019	0.96	0.98	1.11	0.86	0.93	1.01	1.11	0.23
2019-2020	1.00	0.87	1.00	0.93	0.96	1.08	0.94	2.83
2020-2021	1.36	1.26	2.09	1.31	1.42	1.46	1.70	2.42
2021-2022	1.13	1.06	1.48	1.09	1.00	1.32	0.95	1.38
2022-2023	1.03	0.92	1.03	0.95	0.83	1.14	0.95	1.04
Average	**1.00**	**0.92**	**1.05**	**0.91**	**0.91**	**1.08**	**1.00**	**1.36**

* Financial year 2020-2021 and 2021-2022 were not considered in calculation of average due to significant variation as compared to the other financial years.

Table 2.6: Summary of Annual Average Daily Traffic (AADT) at two Toll Plaza locations

Vehicle type	Beliyad Toll plaza		Banskopa Toll plaza	
	Vehicles	PCU	Vehicles	PCU
Car/LMV	4267	4267	9730	9730
LCV/Mini bus	242	363	713	1070
Bus	299	898	880	2640
Truck 2 Axle	1024	3072	1989	5966
Truck 3 Axle	955	2864	1998	5995
MAV	3615	16268	6374	28685
HCM	0	1	1	4
Oversized	5	24	3	12
Total	**10407**	**27756**	**21688**	**54102**

2.4 TRAFFIC GROWTH RATES

Traffic growth rates were calculated using two different methodologies. The first method was based on past traffic trends data of the toll plaza, while the second method was based on OD surveys, influence factors, socio-economic indicators, and growth elasticity as per IRC:108.

2.5 METHODOLOGY 1 -GROWTH RATES AS PER PAST TRAFFIC TRENDS

The traffic trends were analyzed using data obtained from toll operations for passenger and goods traffic. Toll collection started at Beliyad Toll Plaza in 2014 and Banskopa Toll Plaza in 2017. The available data at each plaza was compiled, and annualized traffic growth rates were calculated for each mode. These growth rates are presented in Tables 2.7 and 2. 8.

Table 2.7: Compounded Annual Growth Rate (CAGR) growth rates at Beliyad Toll plaza

Year	Car/LMV	LCV/Mini bus	Bus	Truck 2 Axle	Truck 3 Axle	MAV	AADT	Considered Toll operation days for calculation of AADT as per data
2014-2015	1951	656	428	573	2510	957	4565	361
2015-2016	2231	667	219	429	2283	1690	5236	366
2016-2017	2055	499	221	606	1774	1985	5366	342
2017-2018	2352	451	256	673	1794	2554	6286	365
2018-2019	2952	398	242	784	1892	3044	7421	365
2019-2020	3101	401	250	773	1743	2959	7484	360
2020-2021	3749	326	216	703	1594	3075	8069	346
2021-2022	3751	280	239	847	1421	3612	8730	365
2022-2023	4158	288	302	954	1077	3451	9153	365
2023-2024	4083	260	281	1016	981	3398	9038	183
CAGR (%)	**8.55**	**-9.76**	**-4.56**	**6.56**	**-9.92**	**15.12**	**7.88**	

According to Table 2.7, the growth rates of LCVs, buses, and 3A trucks at Beliyad Toll Plaza were negative, while cars, 2A trucks, and MAVs reported positive growth. However, the AADT showed a positive growth rate of 7.88%.

Table 2.8: Compounded Annual Growth Rate (CAGR) growth rates at Banskopa Tollplaza

Year	Car/LMV	LCV/Mini bus	Bus	Truck 2 Axle	Truck 3 Axle	MAV	AADT	Considered Toll operation days for calculation of AADT as per data
2017-2018	8057	1315	568	2459	3399	3242	15642	155
2018-2019	7383	1228	895	2110	3112	3480	15097	365
2019-2020	6925	1158	858	1879	2761	3667	14487	360
2020-2021	7656	956	642	1974	3242	4146	15375	346
2021-2022	9633	838	813	2028	2434	4810	18122	365
2022-2023	9974	830	927	2103	2361	5749	19583	365
2023-2024	9713	741	857	2073	2090	6121	19504	183
CAGR (%)	**3.17**	**-9.13**	**7.09**	**-2.81**	**-7.79**	**11.17**	**3.75**	

According to Table 2.8, the growth rates of LCVs, 2A trucks, and 3A trucks at Banskopa Toll Plaza were negative, while cars, buses, and MAVs reported positive growth. However, the AADT showed a positive growth rate of 3.75%.

2.6 METHODOLOGY 2 - GROWTH RATES AS PER OD SURVEYS

2.6.1. Travel Pattern (Origin – Destination Surveys)

In order to understand the travel demand pattern in the region, Origin and Destination (O-D) Surveys were carried out for two days in both Toll Plaza locations as mentioned in Table 2.1. The OD surveys were carried out by roadside interview method as described in IRC: 102-1988. Both passenger and commercial vehicles plying on the project road were stopped on a random sampling basis and interviewed. Trained enumerators under the supervision of senior engineers of M/s. HBS Infra Engineers India Pvt. Ltd., have collected the trip characteristics using the survey forms designed for this purpose. The OD survey elicited characteristics like origin, destination, frequency, purpose and commodity etc. both for passenger and goods vehicles. The information collected during roadside interviews was analysed to obtain the trip distribution based on a zoning system suitably designed in the study.

2.6.2. Sample Size and Expansion Factors

The vehicles during the OD surveys were interviewed on a random sample basis. Based on the sample size of different categories of vehicles interviewed during the OD survey, expansion factors were calculated for the expansion of OD matrices generated from the sample data to make the assessment of the travel patterns of the vehicles plying on the project road. **Table 2.9 and Table 2.10** show the ADT for two days, sample size (both in absolute numbers and in percentage terms) and expansion factors at two toll plaza locations.

Table 2.9: Sample Size and Expansion Factors at Beliyad Toll plaza

Vehicle Type	Sample Size (Nos)	ADT for two days	Sample Size (%)	Expansion Factor
Car/Jeep	1943	7544	25.76	3.88
Bus	74	548	13.50	7.41
LCV	164	526	31.18	3.21
2-AT	337	2064	16.33	6.12
3-AT	391	1950	20.05	4.99
MAV	1703	6814	24.99	4.00

Table 2.10: Sample Size and Expansion Factors at Banskopa Toll plaza

Vehicle Type	Sample Size (Nos)	ADT for two days	Sample Size (%)	Expansion Factor
Car/Jeep	2385	18790	12.69	7.88
Bus	289	1648	17.54	5.70
LCV	157	1482	10.59	9.44
2-AT	510	4072	12.52	7.98
3-AT	766	3928	19.50	5.13
MAV	1621	11992	13.52	7.40

2.6.3. Zoning System

The zoning system considered for the present study is given in **Table 2.11.**

Table 2.11: List of Zones for the Project

Zone No	Name of the Zone	
1	Barwadda	Project circle
2	Gobindpur	
3	Ratanpur	
4	Ramchandrapur	
5	Nirsa,Mugma	
6	Mera,Maithan, Beliyad	
7	Borira	
8	Asansol	
9	Raniganj	
10	Kajora	
11	Durgapur	
12	Banskopa	
13	Rajbandh	
14	Birudiha	
15	Panagarh	
16	Kolkatta	West Bengal
17	Paschim Bardhaman district	
18	Purba Bardhaman district	
19	Bankura district	

Zone No	Name of the Zone	
20	Malda, Uttar Dinajpur, Dakshin Dinajpur and Murshidabad- Districts	
21	Birbhum and Hooghly-Districts	
22	Alipurduar, Cooch Behar, Darjeeling, Jalpaiguri and Kalimpong - Districts	
23	Howrah, Kolkata, Nadia, North 24 Parganas (Uttar 24 Parganas) and South 24 Parganas (Dakshin 24 Parganas) - Districts	
24	Jhargram, Purulia, Purba Medinipur and Paschim Medinipur - Districts	
25	Ranchi	Jharkhand
26	Hazaribagh - District	
27	Bokaro - District	
28	Dhanbad - District	
29	Palamu, Garhwa and Latehar - Districts	
30	Chatra, Hazaribagh, Koderma, Giridih and Ramgarh - Districts	
31	Lohardaga, Gumla, Simdega, Ranchi and Khunti - Districts	
32	West Singhbhum, Saraikela-Kharsawan and East Singhbhum - Districts	
33	Jamtara, Deoghar, Dumka, Pakur, Godda and Sahebganj - Districts	
34	Aurangabad	Bihar
35	Bihar	
36	Varanasi	Uttar Pradesh
37	Uttar Pradesh	
38	Uttarakhand	
39	Delhi, Haryana	
40	Odisha	
41	Chhattisgarh	
42	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura	North Eastern states
43	Maharashtra, Madhya Pradesh, Gujarat, Rajasthan, Himachal Pradesh and Punjab	North India
44	Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala and Goa	South India
45	Jammu and Kashmir	
46	Rest of India	

2.6.4. Influence Factors

Different vehicles interact in different degrees with the different zones depending on their purpose, commodity transported, frequency of travel etc. Vehicle category-wise zone-wise influence factors are established for interpretation of OD patterns at the surveyed location by using the following formula:

$$\mathbf{IF = [(P_i + A_i) \times 100]/ (\sum (P_i + A_i))}$$

Where,

IF = Influence Factor

P_i = Total trips produced in Zone i

A_i = Total trips attracted to Zone i

Mode wise traffic influence at survey location is given in the **Table 2.12 and Table 2.13.**

Table 2.12: Mode wise Traffic Influence areas based on data collected at Beliyad Toll plaza

Regions / Zones	Car (%)	Bus (%)	LCV (%)	2-AT (%)	3-AT (%)	MAV (%)
Project Circle	29.77	27.03	24.70	19.58	19.44	12.65
Jharkhand state	33.53	34.46	25.30	19.88	19.82	15.09
West Bengal state	23.62	22.30	26.22	34.42	32.99	38.17
Bihar State	5.64	9.46	5.79	5.49	6.01	7.40
Uttar Pradesh state	2.93	2.03	6.71	5.04	5.24	9.04
North India	4.14	4.73	10.67	14.54	13.55	15.12
Rest of India	0.36	0.00	0.61	1.04	2.94	2.52
Total	**100.00**	**100.00**	**100.00**	**100.00**	**100.00**	**100.00**

Table 2.13: Mode wise Traffic Influence areas based on data collected at Banskopa Toll plaza

Regions / Zones	Car (%)	Bus (%)	LCV (%)	2-AT (%)	3-AT (%)	MAV (%)
Project Circle	31.59	32.70	26.75	24.51	23.83	21.47
Jharkhand state	6.58	5.36	5.73	6.08	5.22	5.71
West Bengal state	57.02	56.75	56.05	58.04	60.51	59.75
Bihar State	1.43	0.35	3.50	4.71	4.63	5.68
Uttar Pradesh state	1.68	2.77	5.41	4.51	4.05	4.87
North India	1.61	1.90	2.55	2.16	1.76	2.53
Rest of India	0.08	0.17	0.00	0.00	0.00	0.00
Total	**100.00**	**100.00**	**100.00**	**100.00**	**100.00**	**100.00**

Detailed O – D analysis to arrive the Mode – wise influence areas at survey location is presented in ***Annexure 2.1.***

2.7 COMMODITY GROUPS AND ANALYSIS

The different commodities recorded during the O - D survey have been classified into 20 categories as presented in **Table 2.14**. Due consideration has been given to include a possible commodity and to categorize them into homogeneous groups.

Table 2.14: Classification of commodities

Code	Commodity type
1	Automobiles/Spare parts
2	Chemical/Medicines
3	Parcels/Couriers
4	Construction materials
5	Fruits/Vegetables
6	Groceries/Perishable products
7	Food grains/Agricultural products
8	Gas
9	Electrical/Electronics
10	Petroleum products
11	Plastic/Plastic products
12	Marbles/Tiles
13	Iron/Iron products
14	Textile/products

Code	Commodity type
15	Aqua products
16	Animals/Birds
17	Animal feeding
18	Wood/Wood products
19	Coal
19	Other
20	Empty

The commodity movement pattern is analyzed and commodity movement pattern have been presented in **Table 2.15** and **Table 2.16** at two toll plaza locations.

Table 2.15: Commodity movement pattern (%) at Beliyad Toll plaza

Commodity type	Commodity code	LCV	2-AT	3-AT	MAV
Automobiles/Spare parts	1	4.3%	9.2%	6.1%	8.3%
Chemical/Medicines	2	0.6%	2.1%	1.8%	1.9%
Parcels/Couriers	3	20.1%	24.3%	22.8%	9.0%
Construction materials	4	4.3%	3.6%	5.1%	5.8%
Fruits/Vegetables	5	16.5%	4.5%	5.4%	12.0%
Groceries/Perishable products	6	11.6%	15.4%	15.3%	10.2%
Food grains/Agricultural products	7	0.0%	2.4%	0.8%	0.8%
Gas	8	3.0%	4.5%	1.8%	15.9%
Electrical/Electronics	9	1.2%	1.2%	1.5%	0.6%
Petroleum products	10	1.2%	3.6%	2.6%	3.3%
Plastic/Plastic products	11	3.7%	1.8%	1.0%	0.9%
Marbles/Tiles	12	0.6%	0.9%	1.5%	1.5%
Iron/Iron products	13	4.3%	7.1%	9.2%	4.9%
Textile/products	14	2.4%	1.5%	3.3%	2.1%
Aqua products	15	0.0%	2.4%	1.8%	0.6%
Animals/Birds	16	0.0%	0.6%	2.6%	0.5%
Animal feeding	17	1.2%	0.6%	0.0%	0.7%
Wood/Wood products	18	1.2%	1.5%	1.5%	0.4%
Coal	19	0.0%	0.9%	3.8%	5.5%
Other	20	0.6%	7.4%	6.4%	4.1%
Empty	21	23.2%	4.7%	5.6%	11.0%
Grand Total		**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 2.16: Commodity movement pattern (%) at Banskopa Toll plaza

Commodity type	Commodity code	LCV	2-AT	3-AT	MAV
Automobiles/Spare parts	1	1.3%	2.0%	1.6%	2.2%
Chemical/Medicines	2	1.3%	0.8%	1.0%	0.6%
Parcels/Couriers	3	19.1%	11.8%	7.3%	5.1%
Construction materials	4	9.6%	8.2%	12.8%	14.1%
Fruits/Vegetables	5	1.9%	5.3%	5.6%	5.3%

Commodity type	Commodity code	LCV	2-AT	3-AT	MAV
Groceries/Perishable products	6	12.7%	14.5%	15.3%	15.1%
Food grains/Agricultural products	7	1.3%	0.2%	0.1%	0.0%
Gas	8	3.8%	10.8%	13.2%	16.8%
Electrical/Electronics	9	1.3%	0.8%	1.6%	0.9%
Petroleum products	10	3.2%	1.8%	1.3%	0.9%
Plastic/Plastic products	11	2.5%	0.6%	0.7%	1.0%
Marbles/Tiles	12	1.3%	0.0%	0.1%	0.1%
Iron/Iron products	13	2.5%	4.5%	3.8%	5.4%
Textiles/Products	14	3.8%	3.7%	1.6%	2.2%
Aqua products	15	0.6%	2.2%	0.7%	0.4%
Animals	16	0.6%	0.8%	0.3%	0.3%
Animal feeding	17	0.0%	0.0%	0.0%	0.0%
Wood/Wood products	18	0.0%	0.0%	0.1%	0.0%
Coal	19	0.0%	0.6%	1.8%	2.0%
Other	20	1.9%	2.0%	0.7%	0.8%
Empty	21	31.2%	29.6%	30.5%	26.7%
Grand Total		**100.0%**	**100.0%**	**100.0%**	**100.0%**

2.7.1. Lead Distribution

Lead distribution of Passenger and Goods vehicles at two toll plaza locations in percentages are presented in **Table 2.17** to **Table 2.20**.

Table 2.17: Lead Distribution of Passenger Vehicles (%) at Beliyad Toll plaza

Trip Length (Km)		Car	Bus
0	50	8.0%	1.4%
50	100	26.2%	23.0%
100	200	15.2%	18.9%
200	500	32.2%	32.4%
500	1000	10.6%	16.2%
1000	3500	7.9%	8.1%
Total		**100.0%**	**100.0%**

Table 2.18: Lead Distribution of Goods Vehicles (%) at Beliyad Toll plaza

Trip Length (Km)		LCV	2-AT	3-AT	MAV
0	50	0.0%	5.3%	4.9%	1.7%
50	100	15.2%	13.9%	13.0%	6.3%
100	200	11.0%	9.5%	9.5%	7.5%
200	500	32.9%	24.0%	24.3%	20.3%
500	1000	10.4%	13.6%	13.0%	22.0%
1000	3500	30.5%	33.5%	35.3%	42.2%
Total		**100%**	**100%**	**100%**	**100%**

Table 2.19: Lead Distribution of Passenger Vehicles (%) at Banskopa Toll plaza

Trip Length (Km)		Car	Bus
0	50	13.8%	16.6%
50	100	21.4%	17.0%
100	200	30.4%	29.8%
200	500	25.8%	27.3%
500	1000	4.5%	4.5%
1000	3500	4.0%	4.8%
Total		**100.0%**	**100.0%**

Table 2.20: Lead Distribution of Goods Vehicles (%) at Banskopa Toll plaza

Trip Length (Km)		LCV	2-AT	3-AT	MAV
0	50	11.5%	13.3%	15.0%	11.8%
50	100	13.4%	18.2%	17.8%	17.0%
100	200	31.2%	27.5%	27.4%	26.2%
200	500	21.7%	21.4%	23.4%	23.4%
500	1000	14.6%	13.5%	10.3%	13.4%
1000	3500	7.6%	6.1%	6.1%	8.1%
Total		**100%**	**100%**	**100%**	**100%**

2.7.2. Purpose of Passenger Vehicles

The purpose of passenger vehicles at two toll plaza locations is given in **Table 2.21**.

Table 2.21: Purpose of Passenger Vehicles in %

Location	Work	Business	Education	Social	Shopping	Religious	others
At Beliyad Toll plaza	31.3%	27.3%	9.4%	1.1%	0.3%	13.8%	16.8%
At Banskopa Toll Plaza	36.9%	16.9%	13.4%	9.2%	5.9%	6.2%	11.4%

It is observed from the above that work and business trips constitute highest.

2.8 TRAFFIC GROWTH RATES

Traffic growth rates for the study, to be used subsequently for forecasting traffic on the project road, have been estimated by adopting the "Elasticity of Transport Demand" method which is a proven technique worldwide and is the preferred technique in India. The method relies on the correlation between past trends in traffic growth on the project road / vehicle registration in the state & time series data on population, state income (NSDP) and per capita income (PCI) of project influence area. Regression analysis has been done (using past trends on traffic/vehicle registration and socio-economic indicators for the period 2009-2019), to estimate elasticities for each vehicle type. The elasticity values estimated in this study are then compared with those suggested in "Road Development Plan: 2021" (Indian Road Congress, for Ministry of Road Transport and Highways, GoI) and specific elasticities are recommended for deriving traffic growth rates and traffic forecasts. The projected growth rates worked out for major vehicle groups, namely, car, bus and trucks were

moderated based on future economic prospects of the project influence area and the likely future shift among the vehicle categories, like, the probable shift of vehicle ownership from 2-axle trucks to 3-axle trucks and MAVs and 2/3-wheeler market to car, etc., have been taken into account while moderating the elasticity values. This is considered necessary because as the purchasing power increases there will be a shift from low-cost vehicles to high speed, more expensive and more comfortable vehicles. Further, with the road improvement and realization of economics of scale, goods operators will tend to transfer from 2-axle trucks to 3-Axle/Multi-axle vehicles. These market driven forces have been realistically considered in the traffic forecast.

2.8.1. Project Influence Area

Outlining the project influence area is essential for the estimation of traffic growth rates; because the socio-economic indicators of the project influence area influence the traffic growth on the project road. The project influence area has been assessed based on the O-D data. From the O-D analysis results, it is seen that mainly the trips by different modes are being generated from Jharkhand and West Bengal. Trip contribution of various vehicles at two toll plaza locations is presented in **Table 2.22 and Table 2.23.**

Table 2.22: Trip Contribution Observed during the O-D Survey based on data collected at Beliyad Toll plaza

State	Car (%)	Bus (%)	LCV (%)	Trucks (%)
Jharkhand and West Bengal	86.93	83.78	76.22	70.68
Bihar and Uttar Pradesh	8.57	11.49	12.50	12.74
North India (Madhya Pradesh, Maharashtra ,Rajasthan, Gujarat, Delhi, Haryana, Himachal Pradesh and Punjab)	4.14	4.73	10.67	14.41
Rest of India	0.36	0.00	0.61	2.17
Total	**100.00**	**100.00**	**100.00**	**100.00**

Table 2.23: Trip Contribution Observed during the O-D Survey based on data collected at Banskopa Toll plaza

State	Car (%)	Bus (%)	LCV (%)	Trucks (%)
Jharkhand and West Bengal	95.20	94.81	88.54	88.37
Bihar and Uttar Pradesh	3.10	3.11	8.92	9.48
North India (Madhya Pradesh, Maharashtra ,Rajasthan, Gujarat, Delhi, Haryana, Himachal Pradesh and Punjab)	1.61	1.90	2.55	2.15
Rest of India	0.08	0.17	0.00	0.00
Total	**100.00**	**100.00**	**100.00**	**100.00**

2.8.2. Socio-Economic Indicators and Vehicle Registration

The socio-economic indicators (Net State Domestic Product (NSDP), Population, Per Capita Income (PCI) and vehicle registration by vehicle type (**Table 2.24**) for West Bengal, Jharkhand, Uttar Pradesh, Bihar, Madhya Pradesh, Maharashtra , Rajasthan, Gujarat, Delhi, Haryana, Himachal Pradesh, Punjab and

Rest of India have been collected from various secondary sources. These variables were further combined and a weighted average of socio-economic indicators and number of vehicles was derived based on the regional influence obtained from O-D surveys.

Table 2.24: Vehicle Registration Data and Socio-Economic Indicators

West Bengal, Jharkhand							
Year	Total No. of Registered Vehicles				NSDP (Rs. Crores)	Population ('000)	Per Capita Income (Rs.)
	Car/Taxi/Jeep	Bus	LCV	Trucks & MAV			
2009	911513	46722	195355	285998	329695	118450	27834
2010	784213	44252	220591	263060	355325	119709	29682
2011	879965	47031	245826	294586	576784	120971	47680
2012	983683	49164	271062	333271	607470	122224	49701
2013	1351560	65989	295596	367182	619857	123477	50200
2014	1449906	68996	322935	402288	653155	124686	52384
2015	1567817	72743	346067	437384	665457	125928	52844
2016	1471243	61404	372004	480369	719799	127202	56587
2017	1529399	64364	397239	518096	773310	128403	60225
2018	1571671	65132	422475	557137	827339	129592	63842
2019	1653943	65900	447710	596178	870109	130762	66541
AACGR (%)	**6.14**	**3.50**	**8.65**	**7.62**	**10.19**	**0.99**	**9.11**
UP and Bihar							
Year	Total No. of Registered Vehicles				NSDP (Rs. Crores)	Population ('000)	Per Capita Income (Rs.)
	Car/Taxi/Jeep	Bus	LCV	Trucks & MAV			
2009	1290125	45985	180489	180532	422927	288789	14645
2010	1457081	49333	202059	203921	464124	293660	15805
2011	1651396	54625	235341	224142	826028	298484	27674
2012	1875892	58525	264009	246004	863378	303270	28469
2013	2089316	66493	309925	276158	897657	308024	29142
2014	2407760	73245	369716	288989	921865	312742	29477
2015	2860746	81250	407136	309432	994183	317403	31322
2016	3195215	89014	438352	344700	1106675	321996	34369
2017	3234208	97373	506392	372923	1163477	326533	35631
2018	3485690	105063	569911	423579	1243680	331021	37571
2019	3859579	112954	648154	485495	1296651	335445	38655
AACGR (%)	**11.58**	**9.40**	**13.64**	**10.40**	**11.86**	**1.51**	**10.19**
MP, MH, RJ, GJ, DL, HR, HP, PB							
Year	Total No. of Registered Vehicles				NSDP (Rs. Crores)	Population ('000)	Per Capita Income (Rs.)
	Car/Taxi/Jeep	Bus	LCV	Trucks & MAV			
2009	8370807	339882	1350168	1330126	1374968	378278	36348
2010	9239999	361831	1472883	1399722	1488171	384201	38734
2011	10298810	381609	1632314	1496408	2007529	390071	51466
2012	11846277	419887	1752975	1593998	2692070	395894	68000
2013	13029201	445910	1942087	1668275	2849954	401680	70951
2014	14071310	472512	2106758	1805219	3006066	407414	73784
2015	15261267	491343	2277212	1902140	3210695	413089	77724
2016	16784163	525360	2433922	1954657	3461107	418693	82665

2017	16217453	556980	2152257	2058184	3737478	424216	88103
2018	17302297	585922	2346430	2185251	3940397	429681	91705
2019	18430183	614217	2532178	2319557	4158905	435068	95592
AACGR (%)	**8.21**	**6.10**	**6.49**	**5.72**	**11.70**	**1.41**	**10.15**
Rest of India							
Year	**Total No. of Registered Vehicles**				**NSDP (Rs. Crores)**	**Population ('000)**	**Per Capita Income (Rs.)**
	Car/Taxi/Jeep	**Bus**	**LCV**	**Trucks & MAV**			
2009	4740141	409244	967354	1550902	1636199	375296	43598
2010	5628117	721226	1031902	1637788	1826010	379172	48158
2011	6341408	712907	1055961	1661917	3691855	382980	96398
2012	3753353	678217	405320	1174285	3299395	386728	85316
2013	4254420	598250	379828	1192877	3506475	390400	89817
2014	5319055	623492	504222	1264368	3731496	394045	94697
2015	6120804	651428	571092	1407930	4098443	397599	103080
2016	8120786	742985	1202714	1370044	4470896	401070	111474
2017	9655069	749293	1408365	1284087	4729212	404448	116930
2018	11279990	771279	1544589	1295092	5049194	407747	123832
2019	12689993	791669	984745	2502140	5333706	410965	129785
AACGR (%)	**10.35**	**6.82**	**0.18**	**4.90**	**12.54**	**0.91**	**11.53**

Source: NSDP & PCI: Data Book for DC; 5th Dec 2012, Vehicle Data: www. Indiastat.com

From the above, it can be seen that the vehicle registration in the state has a steady growth across and this data has been considered for further examination to estimate travel demand elasticities.

2.8.3. Elasticity of Growth

Passenger traffic demand is a function of growth of population, per capita income and growth of the state. Similarly, state income growth and industrial, mining and agriculture production mostly governs the freight traffic growth. In line with this philosophy, the elasticity of traffic demand has been estimated for car, bus and truck with respect to the past traffic growth. The resultant elasticity values are presented in **Table 2.25** to **Table 2.26.**

Table 2.25: Regression Analysis Results - Elasticity Values at Beliyad Toll plaza

Dependent Variable	Independent Variable	Period	Elasticity Value	R^2	T - Stat.
log of Car	log of PCI	2009-2019	0.858	0.793	5.869
log of Bus	log of NSDP	2009-2019	0.511	0.797	4.550
	log of Population	2009-2019	4.683	0.865	7.584
	log of PCI	2009-2019	0.572	0.755	5.262
log of LCV	log of NSDP	2009-2019	0.727	0.901	9.065
log of Trucks	log of NSDP	2009-2019	0.618	0.826	6.538

Table 2.26: Regression Analysis Results - Elasticity Values at Banskopa Toll plaza

Dependent Variable	Independent Variable	Period	Elasticity Value	R^2	T - Stat.
log of Car	log of PCI	2009-2019	0.836	0.741	5.073
log of Bus	log of NSDP	2009-2019	0.471	0.698	3.458

Dependent Variable	Independent Variable	Period	Elasticity Value	R^2	T - Stat.
	log of Population	2009-2019	4.455	0.750	5.194
	log of PCI	2009-2019	0.518	0.669	4.268
log of LCV	log of NSDP	2009-2019	0.812	0.892	8.616
log of Trucks	log of NSDP	2009-2019	0.769	0.812	6.244

The elasticity values shown in the above table reflect a substantial co-relation between economic indicators and traffic growth rates as reflected in their R^2, elasticity and t-stat values. Hence, it is appropriate to consider the growth pattern that has emerged out of the economic model which related the economic growth with the growth in registration of vehicles. In the next stage, considering the various factors such as likely future orientation of the economy, modal shift, user preference, developments in vehicle technology, market driven forces and finally the past performance, the elasticity values are projected for the analysis period.

2.8.4. Moderated Transport Demand Elasticity

The above discussion indicates that the estimated 'e' values, as presented in the above table could not be considered to represent the future growth pattern since they are based on state level data. Also, the future traffic growth pattern is likely to be affected by the following factors:

- Recent economic changes taking place in the project influence region.
- Future modal shift among vehicle types, as well as between various modes.
- Development in vehicle technology.
- Elasticity values considered in the recent road projects in the study region or recommended by multilateral funding institutions for Indian Road/Highway Projects.

With this background, it is necessary to moderate the elasticity values to accommodate the above factors discussed as well as to reflect the PIA development initiatives. The moderated elasticity values considered for future projection is given in **Table 2.27.**

Table 2.27: Recommended Elasticity at Beliyad and Banskopa Tollplaza

Vehicle Type	Recommended Elasticity			
	2023-2027	2028-2032	2033-2037	Beyond 2037
Cars	1.250	1.188	1.128	1.072
Bus	0.800	0.760	0.722	0.686
LCV	0.450	0.428	0.406	0.386
2-AT	0.500	0.475	0.451	0.429
3-AT	0.400	0.380	0.361	0.343
MAV	0.900	0.855	0.812	0.772

2.8.5. Future Economy Prospects

On-going economic liberalization measures, introduced in the nineties, were oriented to make the national economy with a strong competitive base, leading to an open economy system. With the strengths and weakness of the present system, equipped with adequate safeguards, Indian economy

has performed fairly well during the liberalization period, as well as before, though the targets were mostly never achieved. The final growth rates have been derived by establishing a relation between the time series data available for Gross Domestic Product (GDP) of the country and Net State Domestic Product (NSDP). The GDP growth rate for the future years is based on the growth rates suggested in *"BRICs and Beyond", Goldman Sachs Publication.*

Considering the following factors such as past performance of the economy against their set targets, recent developments in economic liberalization measures, shift in between sectors, opportunities available in local and global markets etc., future economic growth scenario is formulated for the following time periods.

- 2023 – 2027;
- 2028 – 2032;
- 2033 – 2037;
- Beyond 2037

It was felt that any projection beyond 15 years will have little relevance in current context mainly because there are certain policy variables that could change in long run which cannot be predicted based on the past performance. Hence, the entire period beyond 2037 has been kept as one slab. Future NSDP growth rates are provided in **Table 2.28.**

Table 2.28: Future NSDP Growth Rates (Weighted)

Period	NSDP Growth Rate	
	Beliyad Toll plaza	Banskopa Toll plaza
2023 – 2027	6.869%	6.715%
2028 – 2032	6.557%	6.450%
2033 – 2037	6.487%	6.410%
Beyond 2037	6.357%	6.301%

2.8.6. Population Projections

Though, population projections for the future are available from different sources, however, the state wise population projections prepared by Register General of India (RGI), Census Department, GoI are found to be more appropriate as a result of the scientific methodology followed. Population projections prepared by RGI have been adopted for the present study. The resultant future population growth rates are given in **Table 2.29.**

Table 2.29: Future Population Projections (Weighted)

Period	Future Population	
	Beliyad Toll plaza	Banskopa Toll plaza
2023 – 2027	1.062%	1.045%
2028 – 2032	0.963%	0.984%
2033 – 2037	0.858%	0.880%
Beyond 2037	0.661%	0.623%

2.8.7. Future per Capita Income (PCI)

Based on the data from the above two tables the future growth rate of PCI is summarized as given in **Table 2.30.**

Table 2.30: Future per Capita Income (Weighted)

Period	Future Per capita Income	
	Beliyad Toll plaza	Banskopa Toll plaza
2023 – 2027	5.746%	5.612%
2028 – 2032	5.541%	5.413%
2033 – 2037	5.581%	5.482%
Beyond 2037	5.658%	5.643%

2.8.8. Traffic Growth Rates

Based on the moderated elasticity values and the projected economic/demographic indicators, the future average annual compound traffic growth rates by each vehicle type have been estimated for the present project by using the following formulae and presented in the **Table 2.31** to **Table 2.32.**

For Cars : $T_{gr} = (PCI_{gr}) \times E$

For Bus : $T_{gr} =$ Average of $(NSDP_{gr})$, and $(POP_{gr}) \times E$

For Trucks : $T_{gr} = (NSDP_{gr}) \times E$

Where,

T_{gr} - Traffic Growth Rate
POP_{gr} - Population Growth Rate
PCI_{gr} - Per-Capita Income Growth Rate
$NSDP_{gr}$ - Net State Domestic Product Growth Rate
E - Elasticity Value

Table 2.31: Traffic Growth Rates at Beliyad Toll plaza

Normal Growth rates				
Vehicle Type	Projected Annual Traffic Growth Rate (%)			
	2023-2027	2028-2032	2033-2037	Beyond 2037
Cars	7.18%	6.58%	6.30%	6.06%
Bus	3.17%	2.86%	2.65%	2.41%
LCV	3.09%	2.80%	2.63%	2.45%
2-AT	3.43%	3.11%	2.93%	2.73%
3-AT	2.75%	2.49%	2.34%	2.18%
MAV	6.18%	5.61%	5.27%	4.91%
Optimistic Growth rates				
Cars	7.90%	7.24%	6.93%	6.67%
Bus	3.49%	3.14%	2.92%	2.65%
LCV	3.40%	3.08%	2.90%	2.70%
2-AT	3.78%	3.43%	3.22%	3.00%
3-AT	3.02%	2.74%	2.58%	2.40%
MAV	6.80%	6.17%	5.80%	5.40%

Pessimistic Growth rates				
Cars	6.46%	5.92%	5.67%	5.46%
Bus	2.86%	2.57%	2.39%	2.17%
LCV	2.78%	2.52%	2.37%	2.21%
2-AT	3.09%	2.80%	2.63%	2.45%
3-AT	2.47%	2.24%	2.11%	1.96%
MAV	5.56%	5.05%	4.74%	4.41%

Table 2.32: Traffic Growth Rates at Banskopa Toll plaza

Normal Growth rates				
Vehicle Type	Projected Annual Traffic Growth Rate (%)			
	2023-2027	2028-2032	2033-2037	Beyond 2037
Cars	7.01%	6.43%	6.18%	6.05%
Bus	3.10%	2.83%	2.63%	2.37%
LCV	3.02%	2.76%	2.60%	2.43%
2-AT	3.36%	3.06%	2.89%	2.70%
3-AT	2.69%	2.45%	2.31%	2.16%
MAV	6.04%	5.52%	5.21%	4.86%
Optimistic Growth rates				
Cars	7.72%	7.07%	6.80%	6.65%
Bus	3.41%	3.11%	2.89%	2.61%
LCV	3.32%	3.03%	2.86%	2.67%
2-AT	3.69%	3.37%	3.18%	2.97%
3-AT	2.95%	2.70%	2.55%	2.38%
MAV	6.65%	6.07%	5.73%	5.35%
Pessimistic Growth rates				
Cars	6.31%	5.79%	5.57%	5.44%
Bus	2.79%	2.54%	2.37%	2.14%
LCV	2.72%	2.48%	2.34%	2.19%
2-AT	3.02%	2.76%	2.60%	2.43%
3-AT	2.42%	2.21%	2.08%	1.94%
MAV	5.44%	4.96%	4.69%	4.38%

CHAPTER 3. DIVERSION TRAFFIC IMPACT

3.1 GENERAL

Diversion traffic represents the proportion of traffic attracted to the improved project road or lost to alternative routes when the improvements are completed. After conducting a thorough reconnaissance study of the project road and the surrounding areas, it has been found that no alternate routes are currently available for traffic to divert from the project road. However, it should be noted that the proposed Varanasi – Ranchi – Kolkata expressway could potentially impact the existing road traffic once it becomes operational.

3.2 VARANASI-RANCHI-KOLKATA EXPRESSWAY

The National Highways Authority of India is currently developing a six-lane greenfield access-controlled expressway that will connect Varanasi and Kolkata, providing fast and direct connectivity between the two cities. The expressway will pass through the states of Uttar Pradesh, Bihar, Jharkhand, and West Bengal, totaling 610.0 km. The project has been divided into 13 civil works contract packages up to the state of Jharkhand, while the remaining stretch up to Kolkata is still in the planning stage. The details of the packages in Table 3.1.

Table 3.1: List of packages in Varanasi-Ranchi-Kolkata Expressway project

State	Packages	Project details	Length
Uttar Pradesh/ Bihar	Package-1	Junction with NH-19 and Varanasi Ring Road near Rewasa village (Chandauli district) to junction with Chandauli-Chainpur road near Khainti village (Kaimur district, Bihar) (0.000 km-27.000 km)	27.0 Km
Bihar	Package-2	Junction with Chandauli-Chainpur Road near Khainti village to junction with Bhabhua-Adhaura road near Palka village, Kaimur district (27.000 km-54.000 km)	27.0 Km
	Package-3	Junction with Bhabhua-Adhaura road in Bhairopur village to Konki village (Rohtas district) (54.000 km-90.000 km)	36.0 Km
	Package-4	Konki village (Rohtas district) to Junction with NH-119 in Malpura village (90.000 Km-105.300 Km)	15.3 Km
	Package-5	Junction with NH-119 in Malpura village to Lerua village (Aurangabad district), including a 4-lane spur to NH-19 from NH-119 (spur length-6.6 km) (105.300 km to 116.000 km)	10.7 Km
	Package-6	Pachmon village to Anarbansalea village, Aurangabad district (116.000 km to 151.200	35.2 Km
	Package-7	Anarbansalea village to Sagrampur village (Gaya district) (151.200 km to 184.700 km)	33.5 Km
Jharkhand	Package-8	Sonepurbigha village to junction with NH-22 near Chatra, Chatra district (184.700 km to 222.000 km)	37.3 Km
	Package-9	Chatra to junction with NH-100 in Deoria village (Hazaribagh district) (222.000 km to 253.000 km)	31.0 Km
	Package-10	Deoria village to Donoreshan village (Ramgarh district) (253.000 km to 288.600 km)	35.6 Km
	Package-11	Donoreshan village to junction with NH-20 in Bongabar village, Ramgarh district (288.600 km to 325.500 km)	36.9 Km
	Package-12	Junction with NH-20 in Bongabar village to Junction with NH-320 in Lepo village (Bokaro district) (325.500 km to 358.500 km)	33.0 Km
	Package-13	Junction with NH-320 in Lepo village to Kamlapur village (Jharkhand-West Bengal border) (358.500 km to 387.200 km)	28.7 Km
WB	DPR preparation under progress		

The map showing the Varanasi-Ranchi-Kolkata (VRK) expressway till Jharkhand and Barwa Adda Expressway Ltd is shown in Figure 3.1 below.

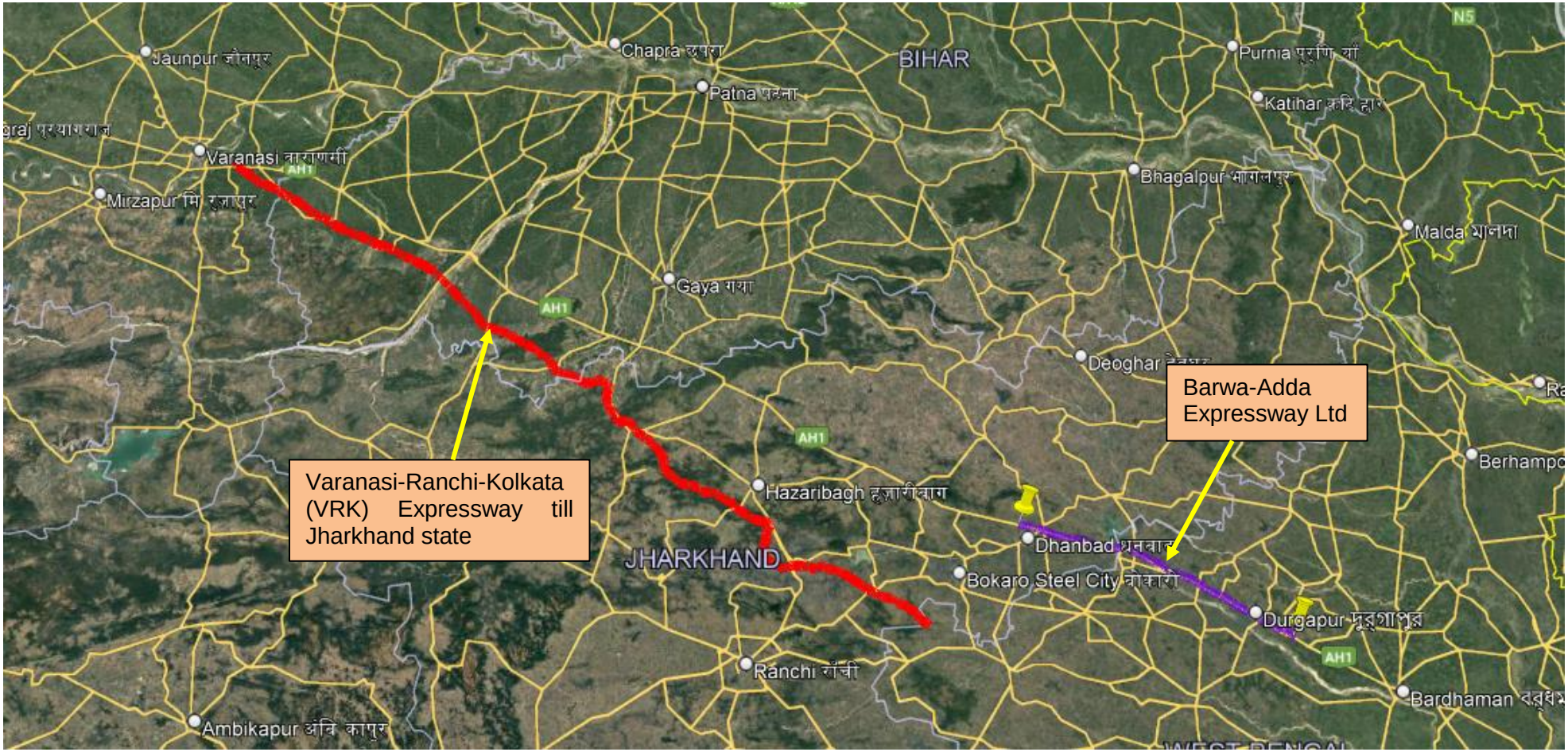


Figure 3.1: Map showing the Varanasi-Ranchi-Kolkata (VRK) expressway till Jharkhand and Barwa Adda Expressway Ltd

3.2.1. DPR Traffic

To conduct traffic surveys on the expressway connecting Varanasi, Ranchi, and Kolkata, the DPR consultant has divided the road into homogeneous sections based on the interchanges provided on National Highways and state highway crossings. These sections are indicated in Table 3.2 and shown in Figure 3.2.

Table 3.2: Homogenous sections for Traffic surveys

Homogeneous Section	Section Name	From (Km)	To (Km)	Length (Km)
Section-1	Varanasi-Mohania	0+000	53+000	53
Section-2	Mohania - Sasaram	53+000	92+000	39
Section-3	Sasaram - Aurangabad	92+000	136+000	44
Section-4	Aurangabad - Sherghati	136+000	172+000	36
Section-5	Sherghati - Chatra	172+000	214+000	42
Section-6	Chatra - Hazaribagh	214+000	253+000	39
Section-7	Hazarribagh – Mandu/Ranchi (NH-	253+000	294+000	41
Section-8	Mandu/Ranchi (NH-20) -	294+000	334+000	40
Section-9	Gola - Bokaro	334+000	380+000	46
Section-10	Bokaro - Purulia	380+000	403+000	23
Section-11	Purulia - Bankura	403+000	450+000	47
Section-12	Bankura – Medinipur	450+000	513+000	63
Section-13	Medinipur (NH-14) - Burdhman Rd	513+000	536+000	23
Section-14	Burdhman Rd - Bagnan	536+000	593+167	57

Sections 11 and 12 running close to the project highway Barwa Adda Expressway Limited.

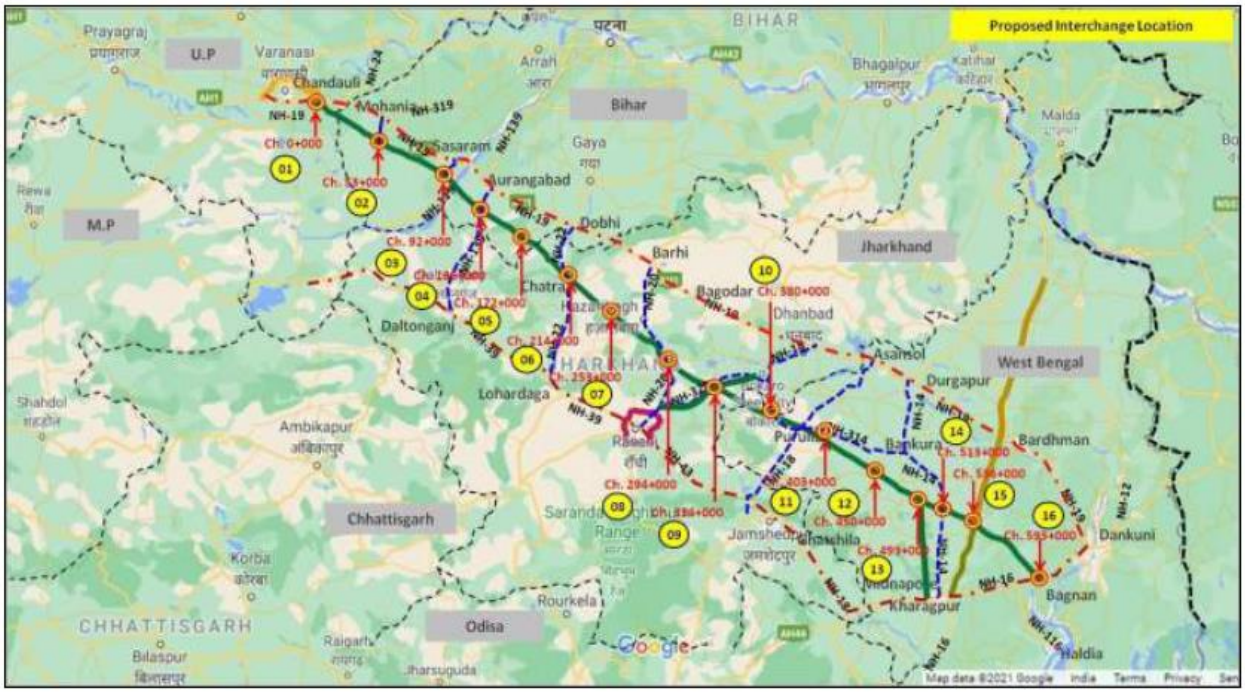


Figure 3.2:Homogeneous sections considered in the DPR

3.2.2. Beliyad Toll plaza traffic

In January 2021, traffic surveys were conducted by DPR consultants at the Beliyad Toll Plaza location to determine the ADT and AADT, which are presented in Table 3.3. Following this, the consultants conducted a network analysis using the total length of the expressway as a unit to forecast future traffic.

Table 3.3: DPR traffic ADT and AADT of Beliyad toll plaza in 2021

Location	Beliyad(NH- 19)	
	ADT	AADT
2 Axle SCV	1357	1411
2Axle LMV	7644	7491
2-Axle LCV	1001	1041
2-Axle Truck or Bus	3283	3415
3-Axle Truck or Bus	2927	3044
MAV	2416	2512
Oversized Vehicle (OSV)	0	0
Cycle Rickshaw	10	10
Earth Moving Equipment	13	13
Bicycle	482	482
2 Wheeler	6200	6076
3 Wheeler	448	466
Tractor	4	5
Tractor with Trailer	55	57
Vehicles	**25840**	**26023**
PCU	**44126**	**45234**

3.2.3. Beliyad Toll plaza diverted traffic

According to the executive summary of the Feasibility Report of VRK Expressway, the DPR consultants have made projections for the expected traffic on each expressway section, considering diverted, developed, and induced traffic. The report provides the final diverted traffic for all homogenous sections, including sections 11 and 12, which pass close to the current project road. Table 3.4 gives the diverted traffic estimated by DPR consultants on sections 11 and 12 based at the Beliyad Toll Plaza for 2021.

Table 3.4: Diverted traffic of section-11 and section-12

Diverted Traffic (Year 2021)									
Year	Cars	Bus	Mini Bus	LCV	2 Axle Trucks	3 Axle Trucks	MAV	Total Vehicles	Total PCUs
Section-11	1891	118	15	813	806	1076	980	5699	13544
Section-12	2087	178	19	895	823	1188	1031	6220	14664

3.2.4. Percentage of traffic diversion at section-11 and section-12 based on Beliyad toll plaza.

The percentage of traffic diversion to the section-11 and section-12 based on traffic collected at Beliyad toll plaza is presented in the Tables 3.5 and 3.6.

Table 3.5: Percentage of Traffic diversion at Section-11 based on Beliyad Toll plaza

Vehicle type	AADT	Diverted Traffic	% of Diversion
Cars/LMV	8902	1891	21.2%
2-Axle LCV	1041	813	78.1%
2-Axle Truck or Bus	3415	924	27.1%
3-Axle Truck or Bus	3044	1076	35.3%
MAV	2512	980	39.0%
Average % of Diversion			**40.2%**

Table 3.6: Percentage of Traffic diversion at Section-12 based on Beliyad Toll plaza

Vehicle type	AADT	Diverted Traffic	% of Diversion
Cars/LMV	8902	2087	23.4%
2-Axle LCV	1041	895	86.0%
2-Axle Truck or Bus	3415	1001	29.3%
3-Axle Truck or Bus	3044	1188	39.0%
MAV	2512	1031	41.0%
Average % of Diversion			**43.8%**

Based on the data presented in Tables 3.5 and 3.6, it can be observed that the average percentage of traffic diversions in two sections is 40.2% and 43.8%, respectively.

3.3 DIVERSION ANALYSIS AS PER OD SURVEYS

3.3.1. Diverted Traffic

Cost ratio diversion curves (Figure 3.3) were used to estimate the diverted traffic from/to the project road. In this approach, traffic likely to be diverted from the project road to the alternate route is estimated using diversion curves, which compute the ratio of perceived costs on the competitive/alternative facilities. The vehicle will shift, if the perceived cost on the alternative road is lower than the project road. The diversion rate is also calculated using the equations, which are presented in the Table 3.7. The proposed and the current project roads are shown in the Figure 3.4.

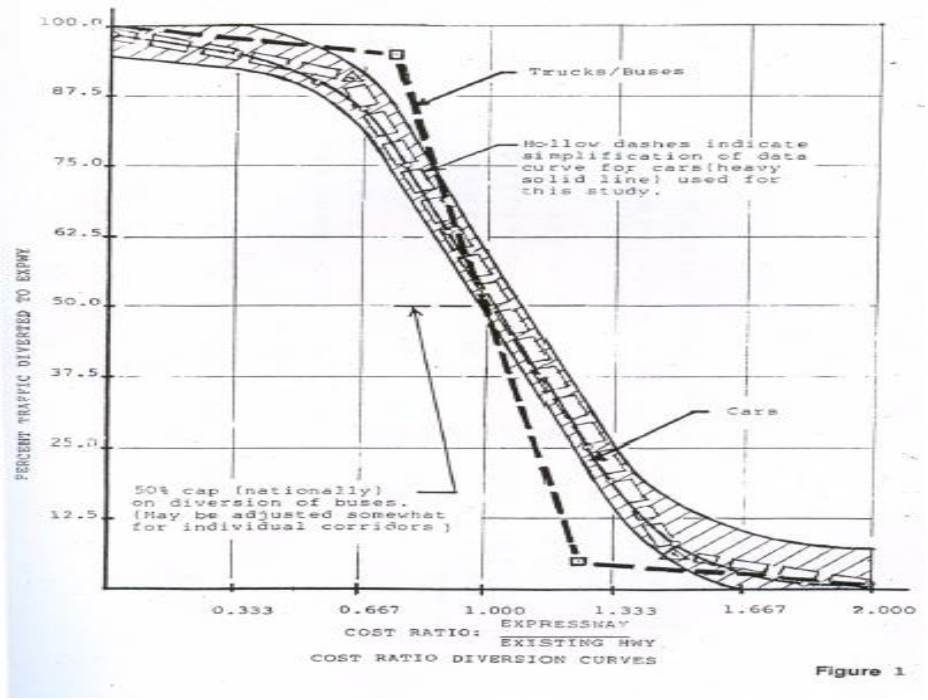


Figure 3.3:Tolling Strategy and Toll Revenue Diversion Curves

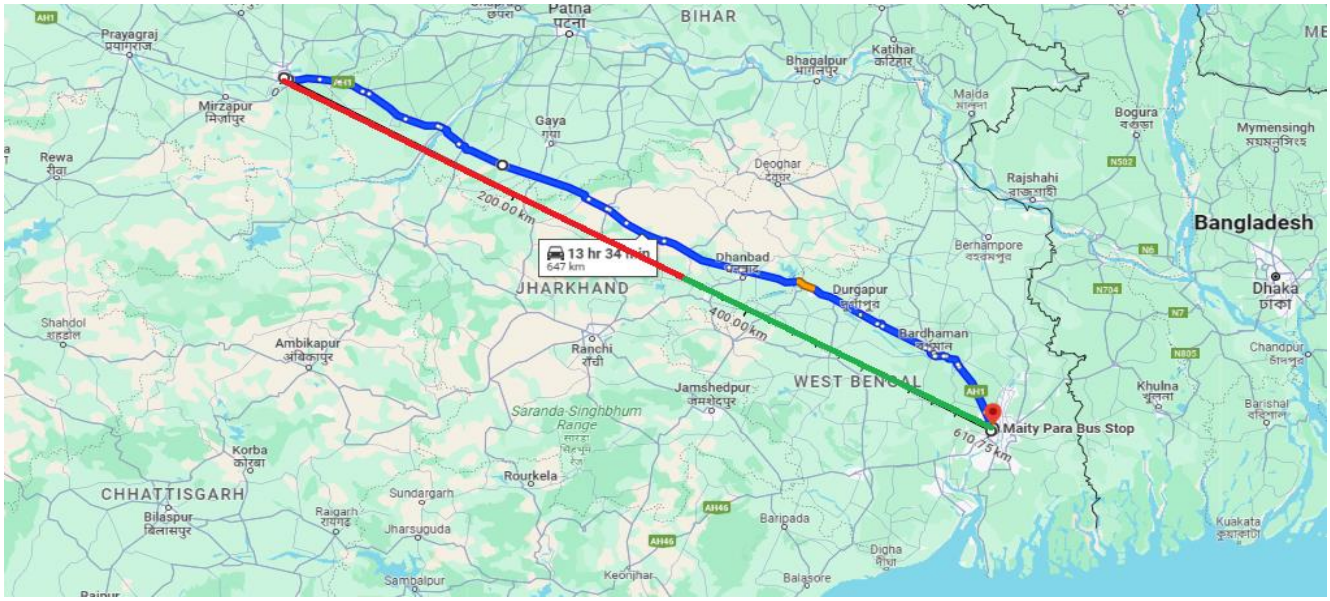


Figure 3.4: Map showing the VRK express way in west Bengal (green line) extended Varanasi (redline) –647 km Vs Existing Road Barwa Adda Expressway extended to Varnanasi and Kolkata (Blue line) – 647 km

Table 3.7: Tolling Strategy and Toll Revenue Diversion Curve Equation

Vehicle	Cost Ratio Interval	Relationship
Car	<0.634 0.64 = CR <1.465 1.465 <=CR <= 2.00	% Div = 98.75 – ((CR/0.634)* 8.125) % Div= 90.625-((CR-0.634)/0.831)*84.375 %Div = 6.25-((CR-1.465)/0.535))*5.25
Truck & Buses	<= 0.75 0.75 <= CR <=1.25	% Div=100-(CR/0.75)*5 % Div= 95-((CR-0.75)/.5)*90

Vehicle	Cost Ratio Interval	Relationship
	1.25<=CR <=2.00	% Div= ((2-CR)/0.75)*5

For calculating the cost ratio, the generalized cost is considered on the project road and alternative road. The generalized cost consists of three components vehicle operating cost (VOC), value of time (VOT) and toll cost. VOC was calculated based on the observed speed, traffic, road characteristics as per IRC-SP-30-2019. From the observed speed travel times are calculated and VOT thereby.

- **Toll Fee on Proposed Project Road**

Clause 30.4 of the concession agreement outlines that if a new road is proposed adjacent to the current highway and an anticipated diversion of traffic from the existing route, a supplementary tollway fee is required. This additional tollway fee must be at least 25% higher than the toll levied on the existing highway to discourage traffic diversion from the established route. In line with this provision, an assumption was made that the toll on the proposed road would be increased by 25%. Subsequently, a diversion analysis was conducted based on this assumption.

3.3.2. Diverted traffic as per VOC, VOT and Toll

It is obvious that the possible usage of proposed road depends on the condition of the road, travel cost and Value for time. Considering these parameters, detailed diversion analysis has been carried out and Presented in the **Annexure 3.1.** Summary of the Diverted traffic to proposed road (VRK expressway) is provided in the **Table 3.8.**

Table 3.8: Diverted Traffic(%) as per VOC, VOT and Toll

Vehicle type	% Diversion
Car	**52**
Bus	**44**
LCV	**46**
2Axle	**44**
3Axle	**43**
MAV	**43**

3.3.3. Potential Diverted Traffic based on the OD data

In addition to diverted traffic worked out as the procedure described in the above sections, it was also calculated based on the OD zonings and the data obtained through OD surveys conducted for a period of 48 hrs at two toll plaza locations as discussed in Chapter 2.

The OD Zoning codes are given in Table 2.9 of Chapter 2. In the OD zones, Zones 16,19,21,23 are towards Kolkatta. The Zones 25,26,27,30,31,32,34-39,42,43 and 45 towards Varanasi and 8,9,17,18 zones are considered based on trip length on both sides. An OD Pair is said to be a potential OD pair when the traffic from OD zones of Kolkatta direction travels to the OD zones in Varanasi direction and vice versa. These OD pairs from OD Zoning are carefully chosen for all the vehicle classes to obtain the potential diverted traffic.

Potential Diverted traffic

In the present case, as it is a green field alignment which is a new facility being created to with access controlled to reduce the congestions on existing road network and to facilitate the speed movement of goods and people, there is no any existing traffic. However, from the OD analysis, it is found that

there is a potential traffic which would be diverted onto the new expressway. This assigned traffic is known as the potential diverted traffic and the same is presented in the Table 3.9.

Table 3.9: Potential Diverted Traffic (%)

Vehicle type	TP -1 Beliyad Toll plaza			TP-2 Banskopa Toll plaza		
	Diverted traffic	Surveyed vehicles	% of diversion	Diverted traffic	Surveyed vehicles	% of diversion
Car	828	1943	43%	219	2385	9%
Bus	42	74	57%	28	289	10%
LCV	104	164	63%	49	157	31%
2-AT	188	337	56%	159	510	31%
3-AT	231	391	59%	211	766	28%
MAV	1018	1703	60%	550	1621	34%
Total	2411	4612	52%	1216	5728	21%

3.3.4. Actual Diverted traffic

The actual diverted traffic was calculated by multiplying the percentage of diverted traffic derived from the origin-destination survey with the percentage of potential diverted traffic obtained from the zoning. Actual Diverted traffic % at two locations is given in Table 3.10.

Table 3.10: Actual Diverted Traffic (%)

Vehicle type	TP -1 Beliyad Toll plaza	TP-2 Banskopa Toll plaza
Car/LMV	17%	7%
LCV/Mini bus	36%	12%
Bus	19%	6%
Truck	25%	13%
Truck 3 Axle	25%	12%
MAV	25%	14%

The Varanasi-Ranchi-Kolkata (VRK) expressway is anticipated to be inaugurated in the West Bengal region starting from 2031 onwards. A gradual traffic diversion ranging from 15% to 100% has been assumed, with specific percentages allocated for each year from 2031-2032 to 2035-2036. These percentages are as follows: 15% for 2031-32, 30% for 2032-33, 60% for 2033-34, 90% for 2034-35, and 100% for 2035-36. These percentages were applied for all the vehicles individually. It is important to emphasize that these figures are preliminary estimations, and close monitoring of the traffic situation will be essential once the expressway becomes operational to obtain a more accurate assessment of traffic flow.

3.3.5. Traffic Forecasting

The traffic forecast of vehicles and PCUs in 3 scenarios (Normal, Optimistic and Pessimistic) at two toll plaza locations in AADT is given in **Table 3.11** to **Table 3.16.**

Table 3.11: Traffic Forecast at Beliyad Toll plaza based on Normal Growth rates

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	4,267	299	242	1,024	955	3,621	**10,407**	**27,756**
2024-2025	4,574	309	249	1,059	981	3,844	**11,016**	**29,293**
2025-2026	4,902	319	257	1,095	1,008	4,082	**11,663**	**30,922**
2026-2027	5,254	329	265	1,133	1,035	4,334	**12,351**	**32,648**
2027-2028	5,632	339	273	1,172	1,064	4,602	**13,082**	**34,477**
2028-2029	6,002	349	281	1,208	1,090	4,860	**13,791**	**36,238**
2029-2030	6,397	359	289	1,246	1,117	5,133	**14,541**	**38,095**
2030-2031	6,818	369	297	1,285	1,145	5,421	**15,335**	**40,054**
2031-2032	7,085	369	289	1,275	1,129	5,507	**15,653**	**40,618**
2032-2033	7,358	368	280	1,262	1,112	5,586	**15,966**	**41,141**
2033-2034	7,409	355	252	1,191	1,044	5,390	**15,642**	**39,815**
2034-2035	7,438	341	223	1,116	974	5,165	**15,257**	**38,309**
2035-2036	7,758	342	217	1,110	963	5,261	**15,651**	**39,003**
2036-2037	8,246	351	222	1,142	986	5,538	**16,486**	**40,940**
2037-2038	8,765	360	228	1,176	1,009	5,830	**17,369**	**42,979**
2038-2039	9,317	370	234	1,210	1,033	6,137	**18,302**	**45,125**

Table 3.12: Traffic Forecast at Beliyad Toll plaza based on Optimistic Growth rates

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	4,267	299	242	1,024	955	3,621	**10,407**	**27,756**
2024-2025	4,604	310	250	1,063	983	3,867	**11,077**	**29,447**
2025-2026	4,968	320	259	1,103	1,013	4,130	**11,793**	**31,249**
2026-2027	5,361	332	267	1,144	1,044	4,411	**12,558**	**33,169**
2027-2028	5,784	343	276	1,188	1,075	4,711	**13,377**	**35,215**
2028-2029	6,203	354	285	1,228	1,105	5,001	**14,176**	**37,196**
2029-2030	6,652	365	294	1,270	1,135	5,309	**15,025**	**39,297**
2030-2031	7,133	377	303	1,314	1,166	5,637	**15,930**	**41,523**
2031-2032	7,458	378	295	1,307	1,153	5,757	**16,348**	**42,320**
2032-2033	7,793	378	287	1,299	1,137	5,871	**16,765**	**43,083**
2033-2034	7,894	365	260	1,229	1,071	5,693	**16,512**	**41,898**
2034-2035	7,972	352	230	1,155	1,001	5,483	**16,192**	**40,513**
2035-2036	8,364	354	224	1,152	992	5,613	**16,698**	**41,450**
2036-2037	8,943	364	230	1,189	1,018	5,938	**17,682**	**43,721**
2037-2038	9,562	375	237	1,227	1,044	6,282	**18,727**	**46,125**
2038-2039	10,200	385	244	1,264	1,069	6,621	**19,782**	**48,513**

Table 3.13: Traffic Forecast at Beliyad Toll plaza based on Pessimistic Growth rates

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-	4,267	299	242	1,024	955	3,621	**10,407**	**27,756**
2024-	4,543	308	249	1,056	978	3,822	**10,955**	**29,140**
2025-	4,837	317	255	1,088	1,002	4,035	**11,534**	**30,597**
2026-	5,149	326	263	1,122	1,027	4,259	**12,146**	**32,133**
2027-	5,482	335	270	1,156	1,052	4,496	**12,792**	**33,751**
2028-	5,807	343	277	1,189	1,076	4,723	**13,415**	**35,301**
2029-	6,151	352	284	1,222	1,100	4,961	**14,071**	**36,927**
2030-	6,515	361	291	1,257	1,125	5,212	**14,760**	**38,632**
2031-	6,728	360	282	1,243	1,106	5,267	**14,986**	**38,979**
2032-	6,944	359	273	1,227	1,087	5,314	**15,203**	**39,281**
2033-	6,951	345	245	1,154	1,018	5,102	**14,816**	**37,831**
2034-	6,937	330	216	1,078	948	4,864	**14,374**	**36,221**
2035-	7,192	331	210	1,070	935	4,930	**14,667**	**36,697**
2036-	7,600	338	215	1,098	955	5,164	**15,369**	**38,331**
2037-	8,030	347	220	1,127	975	5,409	**16,107**	**40,043**
2038-	8,469	354	224	1,154	994	5,647	**16,843**	**41,726**

Table 3.14: Traffic Forecast at Banskopa Toll plaza based on Normal Growth rates

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	9,730	880	713	1,989	1,998	6,378	**21,688**	**54,102**
2024-2025	10,413	907	735	2,056	2,052	6,763	**22,926**	**56,995**
2025-2026	11,143	935	757	2,125	2,107	7,172	**24,239**	**60,055**
2026-2027	11,925	964	780	2,196	2,164	7,605	**25,634**	**63,292**
2027-2028	12,761	994	804	2,270	2,222	8,065	**27,116**	**66,717**
2028-2029	13,581	1,023	826	2,339	2,276	8,510	**28,555**	**70,029**
2029-2030	14,454	1,051	848	2,411	2,332	8,979	**30,077**	**73,517**
2030-2031	15,383	1,081	872	2,485	2,389	9,474	**31,685**	**77,192**
2031-2032	16,192	1,101	880	2,510	2,404	9,777	**32,863**	**79,551**
2032-2033	17,041	1,121	887	2,536	2,418	10,095	**34,098**	**82,024**
2033-2034	17,688	1,127	876	2,501	2,381	10,132	**34,706**	**82,625**
2034-2035	18,350	1,134	863	2,464	2,339	10,158	**35,308**	**83,166**
2035-2036	19,339	1,157	873	2,498	2,361	10,514	**36,743**	**86,012**
2036-2037	20,535	1,187	896	2,571	2,416	11,062	**38,666**	**90,177**
2037-2038	21,805	1,218	919	2,645	2,472	11,638	**40,697**	**94,559**
2038-2039	23,154	1,250	943	2,722	2,529	12,244	**42,841**	**99,167**

Table 3.15: Traffic Forecast at Banskopa Toll plaza based on Optimistic Growth rates

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	9,730	880	713	1,989	1,998	6,378	**21,688**	**54,102**
2024-2025	10,481	910	737	2,062	2,057	6,802	**23,049**	**57,284**
2025-2026	11,290	941	762	2,138	2,118	7,254	**24,503**	**60,668**
2026-2027	12,161	973	787	2,217	2,181	7,736	**26,055**	**64,268**
2027-2028	13,099	1,006	813	2,299	2,245	8,251	**27,713**	**68,099**
2028-2029	14,025	1,038	838	2,377	2,306	8,751	**29,334**	**71,822**
2029-2030	15,017	1,070	863	2,457	2,368	9,282	**31,057**	**75,765**
2030-2031	16,079	1,103	889	2,540	2,432	9,845	**32,888**	**79,940**
2031-2032	17,026	1,126	900	2,573	2,452	10,213	**34,290**	**82,787**
2032-2033	18,027	1,151	909	2,608	2,472	10,600	**35,767**	**85,782**
2033-2034	18,821	1,160	900	2,579	2,441	10,691	**36,592**	**86,820**
2034-2035	19,639	1,170	889	2,548	2,403	10,771	**37,420**	**87,806**
2035-2036	20,817	1,196	902	2,591	2,431	11,205	**39,142**	**91,245**
2036-2037	22,234	1,231	928	2,673	2,493	11,847	**41,405**	**96,125**
2037-2038	23,746	1,266	954	2,758	2,556	12,525	**43,806**	**1,01,283**
2038-2039	25,326	1,299	980	2,840	2,617	13,195	**46,257**	**1,06,443**

Table 3.16: Traffic Forecast at Banskopa Toll plaza based on Pessimistic Growth rates

FY	Car	Bus	LCV/Mini bus	Truck 2 Axle	Truck 3 Axle	MAV	Total Vehicles	Total PCUs
2023-2024	9,730	880	713	1,989	1,998	6,378	**21,688**	**54,102**
2024-2025	10,344	905	733	2,049	2,047	6,725	**22,802**	**56,705**
2025-2026	10,997	930	753	2,111	2,096	7,091	**23,977**	**59,444**
2026-2027	11,692	956	773	2,175	2,147	7,476	**25,218**	**62,326**
2027-2028	12,430	983	794	2,240	2,199	7,883	**26,528**	**65,358**
2028-2029	13,149	1,007	814	2,302	2,247	8,274	**27,794**	**68,274**
2029-2030	13,910	1,033	834	2,366	2,297	8,685	**29,124**	**71,329**
2030-2031	14,714	1,059	855	2,431	2,348	9,116	**30,523**	**74,531**
2031-2032	15,394	1,075	860	2,448	2,356	9,358	**31,492**	**76,433**
2032-2033	16,104	1,093	864	2,467	2,364	9,611	**32,503**	**78,422**
2033-2034	16,618	1,096	852	2,425	2,323	9,599	**32,913**	**78,625**
2034-2035	17,139	1,100	837	2,383	2,277	9,576	**33,311**	**78,764**
2035-2036	17,957	1,118	845	2,409	2,293	9,863	**34,486**	**81,071**
2036-2037	18,957	1,145	865	2,472	2,341	10,325	**36,105**	**84,591**
2037-2038	20,012	1,172	885	2,536	2,390	10,809	**37,804**	**88,274**
2038-2039	21,101	1,197	904	2,598	2,436	11,282	**39,519**	**91,921**

CHAPTER 4. TOLL REVENUE FORECAST

4.1 GENERAL

This chapter discusses the estimated toll revenues of two toll plaza locations - Beliyad and Banskopa. The toll fee rates are calculated based on the entire corridor length between Barwa Adda and Panagarh, including the Panagarh Bypass. It's worth noting that fee rates differ at each toll plaza location, corresponding to the varying Tollable lengths and Bypass sections. The Toll revenue estimates were based on the traffic projections discussed in the previous chapter, covering the entire concession period.

4.2 TOLL REVENUE FORECASTING

As outlined in the previous sections, toll revenue projections were estimated using a combination of projected traffic and toll rates. In terms of toll rates, the rates for each vehicle category and tolling length were determined based on the wholesale price index (WPI) and the base rates set by the NH fee notification for the project.

4.2.1. Length of the Project Road

According to the toll fee notification, the length of the Project Road is 122.88 kms. The applicable length of the project road under the toll plazas is mentioned in **Table 4.1.**

Table 4.1: Length of the road under Toll Plazas Jurisdiction

Toll Plaza	Control length (Km.)	Bypass Length (Km.)	Total length (Km.)
Beliyad	66.76	-	66.76
Banskopa	48.0	8.12	56.12

4.2.2. Toll revenue estimation

4.2.2.1 Toll Fee Revision Methodology

Toll fee calculation is based on the NHAI's fixed base rate, which is subject to annual revision in accordance with the formula prescribed by NHAI under the toll rules of 2008.

a) **Base Rate**: As per the NHAI toll fee Rules, 2008, the fee rate for using a section of Barwa Adda–Panagarh is determined by considering the expenditure involved in building, maintenance, management, and operation of the said stretch for the base year applicable. The applicable rates are given in **Table 4.2.**

Table 4.2: Base Rate for Vehicle Category for Payable Length

Type of Vehicle	Base Rate fee per Km. length
Car, Van, Jeep	0.65
LCV	1.05
Bus or Truck	2.20
MAV	3.45
OSV	4.2

b) **Annual revision of rate of fee as NHAI Toll Rule 2008:** Under rule 4, the specified rates shall be subject to an annual increase of three percent, effective April 1, 2008. The increased rate will be considered as the base rate for subsequent years. The applicable base rates will also be revised

annually **on April 1** to reflect the wholesale price index increase. However, the revision will be limited to 40% of the rise in the wholesale price index. The formula used to determine the applicable fee rate shall be as follows.

$$\text{Applicable rate of fee} = \text{Base Rate} + \text{Base Rate X} \left\{\frac{\text{WPI A} - \text{WPIB}}{\text{WPI A}}\right\} * 0.4$$

Where, Applicable rate of fee shall be the rate payable by the user;

Base rate shall be the rate specified in the previous financial year;

WPI A means the wholesale price index of the week ending-on or subsequent to 1st January immediately preceding the date of revision under these rules; and

WPI B means the wholesale price index of the week ending on 6" January, 2007 i.e. 208.7.

4.2.2.2 WPI Forecasts

a) Wholesale Price Index

The Wholesale Price Index (WPI) is a measure that tracks the price movement of critical commodities of national relevance, which are grouped under three main categories: Primary Articles, Fuel and power, and Manufactured Products. The WPI is determined through the averaging principle based on the movement of individual commodities within these categories.

Until 2010, the WPI was computed with a base year of 1993-94 for about 435 commodities grouped as mentioned above. The Office of Economic Advisor, Prime Minister's Office, published the weekly index. In recent years, the base series of WPI has been changed from 1993-94 to 2004-05 and from 2004-05 to 2011-12. To ensure continuity in the wholesale price index, the Central Statistical Organization (CSO) provided linking factors for the 2004-05 and 2011-12 series to arrive at the WPI values for the 1993-94 series. According to the NHAI policy number 18.30 dated March 20th, 2018, the linking factor for 2004-05, considering the base of 1993-94, is 1.873, and that of 2011-12, regarding the base of 2004-05, is 1.641.

b) Past trends of the Wholesale Price Index

The trends of WPI for the calendar year 2012 and financial year 2011-12 were collected and analyzed to identify any patterns. Table 4.3 displays the WPI trends for all commodities categories over a decade.

Table 4.3: Past trends of the WPI

Calendar Year			Financial Year		
Year	**WPI**	**Inflation Rate**	**Year**	**WPI**	**Inflation Rate**
2012	100		2011-12	100	
2013	111.1	11.10	2012-13	106.9	6.90
2014	114.8	3.33	2013-14	112.5	5.24
2015	110.3	-3.92	2014-15	113.9	1.24
2016	110.3	0.00	2015-16	109.7	-3.69
2017	114.1	3.45	2016-17	111.6	1.73

Calendar Year			Financial Year		
Year	WPI	Inflation Rate	Year	WPI	Inflation Rate
2018	118.9	4.21	2017-18	114.9	2.96
2019	121.2	1.93	2018-19	119.8	4.26
2020	121.8	0.50	2019-20	121.8	1.67
2021	135	10.84	2020-21	123.4	1.31
2022	151.3	12.07	2021-22	139.4	12.97
			2022-23	152.5	9.40
		4.35			**4.00**

Based on the data from the table, it can be seen that the average inflation rate has grown by 4.35% when calculated based on the calendar year since 2012, while it has grown by 4.00% when calculated based on the financial year. Over the last ten years, the inflation rate has fluctuated upwards and downward. Therefore, considering this, an inflation factor of 4.5% has been chosen for the entire concession period for estimation of WPI, which is close to the average of the last ten years. For 2024 an inflation rate of 1% has been considered for estimation of WPI.

4.2.3. Toll fee Projections

Based on the above discussions and considering the toll rates provided for FY 2023-24, the estimated toll fee for FY 2024-25 has been calculated and is presented in Tables 4.4 and 4.5 for Toll Plazas 1 and 2, respectively. The toll fee projected for the entire concession period submitted in separate excel file.

Table 4.4: Projected Toll Rates (Rs.) for the FY 2024-25 for Toll Plaza 1

Vehicle	Single Journey	Return Journey	Monthly pass	Local Registered	Local Monthly pass
Car	100	145	3,265	50	340
Mini Bus/LCV	160	235	5,275	80	
Bus	330	330	11,055	165	
2-AT	330	330	11,055	165	
3-AT	360	545	12,060	180	
MAV	520	780	17,335	260	

Table 4.5: Projected Toll Rates (Rs.) for the FY 2024-25 for Toll Plaza 2

Vehicle	Single Journey	Return Journey	Monthly pass	Local Registered	Local Monthly pass
Car	90	130	2,945	45	340
Mini Bus/LCV	145	215	4,755	70	
Bus	300	300	9,965	150	
2-AT	300	300	9,965	150	
3-AT	325	490	10,870	165	
MAV	470	705	15,630	235	

4.2.4. Vehicle wise trip categories

The toll revenue calculation is based on the concessions provided to road users, which differ based on the type of vehicle and the number of eligible trips allowed for each toll category. The number of eligible trips varies based on the toll fee category, like Single (Full fare), Return, Local passenger, and Monthly Pass, for both passenger and commercial vehicles. Tables 4.6 and 4.7 showcase the number of eligible trips for each toll category. The estimation of individual toll vehicles by the type of toll ticket category is based on the recent toll traffic data from April 2022 to September 2023.

Table 4.6: Vehicle wise Trip Categories at TP 1

Vehicle Type	Single	Return	Monthly Pass	Local Registered	Local Monthly Pass	Exempt and Others	Total
Car	35.5%	47.3%	0.0%	1.6%	9.1%	6.5%	100.0%
LCV	68.7%	26.1%	0.0%	1.0%	0.0%	4.2%	100.0%
Bus	34.2%	62.5%	0.0%	3.0%	0.0%	0.2%	100.0%
2-Axle Truck	83.3%	15.0%	0.0%	0.8%	0.0%	0.9%	100.0%
3-Axle Truck	82.9%	10.3%	0.0%	6.3%	0.0%	0.5%	100.0%
MAV	83.3%	9.6%	0.0%	6.7%	0.0%	0.3%	100.0%
HCM	64.4%	0.0%	0.0%	35.6%	0.0%	0.0%	100.0%
OS	65.4%	0.0%	0.0%	34.6%	0.0%	0.0%	100.0%

Table 4.7: Vehicle wise Trip Categories at TP 2

Vehicle Type	Single	Return	Monthly Pass	Local Registered	Local Monthly Pass	Exempt and Others	Total
Car	23.9%	49.5%	0.3%	3.6%	15.4%	7.3%	100.0%
LCV	34.1%	36.8%	4.1%	19.4%	0.0%	5.6%	100.0%
Bus	13.2%	40.1%	9.8%	34.8%	0.0%	2.1%	100.0%
2-Axle Truck	55.1%	33.2%	0.0%	10.6%	0.0%	1.2%	100.0%
3-Axle Truck	57.6%	26.7%	0.0%	15.5%	0.0%	0.2%	100.0%
MAV	56.9%	34.3%	0.0%	8.7%	0.0%	0.1%	100.0%
HCM	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
OS	92.5%	0.0%	0.0%	7.5%	0.0%	0.0%	100.0%

4.2.5. Effect of Variation in Growth Rates and Extension of concession period

For determination of the effect of variation of traffic growth on the concession period, clause 29.1.1 of the Concession Agreement reads as: “The Authority and the Concessionaire acknowledge that the traffic as of 1st October 2023 (the “Target Date”) is estimated to be 25,300 PCUs per day (the “Target Traffic”), and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, by Clause 22.3, on the date that falls one year before the Target Date, on the Target Date and the first anniversary of the Target Date (the “Actual Average Traffic”). To avoid doubt, it is agreed that traffic sampling shall be undertaken for a continuous period of 7 (seven) days at any time within 15 (fifteen) days before the date specified

herein, and the average thereof shall be deemed the actual traffic. It is further agreed that if the Project Highway shall have two or more Toll Plazas in the same direction of travel, the average traffic shall be computed to determine the Actual Average Traffic hereunder".

If the Actual Average Traffic has fallen short of the Target Traffic by more than 2.5% or exceeded the Target Traffic by more than 2.5%, the concession period shall be deemed to be modified by Clause 29.2.

According to clause 29.2.1, In the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one percent) shortfall as compared to the Target Traffic, the remaining Concession Period shall, subject to payment of Concession Fee and Additional Concession Fee by this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For the avoidance of doubt, and by way of illustration, it is agreed that in the event of a shortfall of 10.6% in Target Traffic, the concession period shall be increased by 15% there off.

According to clause 29.2.2, In the event Actual Average Traffic shall have exceeded the Target Traffic, then for every 1% (one percent) excess as compared to the Target Traffic, the Concession Period shall be reduced by 0.75% (zero point seven five) thereof; provided that such increase in Concession Period shall not, in any case, exceed 10% (twenty percent) of the Concession Period. To avoid doubt, and by way of illustration, it is agreed that in the event of an excess of 8.7% in Target Traffic, the concession period shall be reduced by 6% there off.

The client collected traffic data for the current project between September 16 and September 30, 2022. The findings revealed that the average traffic one year before the target date was 39,475 PCU, 44.5% lower than the targeted traffic of 71,077 PCU. Consequently, as Article 29.2 of the concession agreement specifies, the client is eligible for a concession period extension of 66.75%. However, as stipulated in Article 29.1, the maximum permissible extension is 20% of the concession period of 20 years, equivalent to four years. Additionally, due to the impact of the COVID-19 pandemic, India underwent nationwide lockdowns during April and May 2020, as well as April and May 2021. Severe restrictions, including intra-state and inter-state movements, were imposed throughout both lockdown periods. Toll operations were halted for a total of 90 days during these lockdowns. As a result, it is assumed that the concession period may be further extended to compensate for the operational downtime caused by these lockdowns. Therefore, toll revenues were estimated to be an additional five years above the concession period.

4.2.6. Toll revenue projections

To estimate toll revenue, projections are made based on future traffic, toll fees, and trip rates. Traffic numbers are projected by financial year, with toll rates revised annually on April 1st. Toll revenue projections are made for each financial year until the end of the concession period. Toll will be collected every day of the year, and from FY 2023-24 to FY 2038-39. **Table 4.8 to 4.10** summarizes

the projected annual toll revenue of Toll Plazas 1 and 2 in Normal , Optimistic and Pessimistic growth rates.

Table 4.8: Estimated Toll revenue for 2 Toll plazas-Normal Growth rates

Financial year	Beliyad Tollplaza	Banskopa Toll plaza	Total Revenue in Crores
2023-2024	100.9	156.0	256.9
2024-2025	108.1	169.1	277.2
2025-2026	119.6	186.4	306.0
2026-2027	131.8	205.6	337.4
2027-2028	146.5	226.8	373.3
2028-2029	160.7	249.5	410.1
2029-2030	176.9	273.2	450.2
2030-2031	194.7	301.6	496.3
2031-2032	206.7	325.5	532.3
2032-2033	219.1	351.2	570.2
2033-2034	221.7	370.3	592.0
2034-2035	223.1	389.6	612.7
2035-2036	237.9	422.4	660.3
2036-2037	261.1	464.0	725.2
2037-2038	287.5	511.4	798.9
2038-2039	314.0	555.1	869.0
Total	**3110.2**	**5157.9**	**8268.1**

Table 4.9: Estimated Toll revenue for 2 Toll plazas-Optimistic Growth rates

Financial year	Beliyad Tollplaza	Banskopa Toll plaza	Total Revenue in Crores
2023-2024	100.9	156.0	256.9
2024-2025	108.6	170.0	278.6
2025-2026	120.9	188.3	309.2
2026-2027	133.9	208.8	342.6
2027-2028	149.6	231.5	381.1
2028-2029	164.9	255.8	420.7
2029-2030	182.4	281.5	464.0
2030-2031	201.7	312.3	514.0
2031-2032	215.3	338.7	554.0
2032-2033	229.3	367.1	596.4
2033-2034	233.2	388.9	622.1
2034-2035	235.8	411.2	647.0
2035-2036	252.7	447.9	700.5
2036-2037	278.7	494.4	773.0
2037-2038	308.3	547.5	855.7
2038-2039	337.2	595.4	932.6
Total	**3253.2**	**5395.2**	**8648.5**

Table 4.10: Estimated Toll revenue for 2 Toll plazas-Pessimistic Growth rates

Financial year	Beliyad Tollplaza	Banskopa Toll plaza	Total Revenue in Crores
2023-2024	100.9	156.0	256.9
2024-2025	107.5	168.3	275.8
2025-2026	118.4	184.5	302.9
2026-2027	129.7	202.5	332.2
2027-2028	143.4	222.3	365.7
2028-2029	156.5	243.3	399.8
2029-2030	171.6	265.2	436.7
2030-2031	187.8	291.3	479.1
2031-2032	198.5	312.9	511.3
2032-2033	209.3	335.8	545.1
2033-2034	210.8	352.5	563.3
2034-2035	211.1	369.2	580.2
2035-2036	224.0	398.3	622.3
2036-2037	244.7	435.5	680.2
2037-2038	268.1	477.7	745.8
2038-2039	290.5	514.8	805.3
Total	**2972.8**	**4929.9**	**7902.7**

Annexure – 2.1 A

- OD Matrices at Beliyad Toll plaza

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: Car **Location:** Beliyad Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	12	0	0	4	0	0	0	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
2	0	0	0	0	0	8	0	62	8	0	19	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	109
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	4	0	276	35	0	0	0	0	0	0	58	23	0	0	4	0	0	8	12	0	0	0	0	0	0	0	0	8	0	4	0	0	0	0	0	0	0	0	0	0	0	431
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	12	78	994	12	35	8	0	0	0	74	0	19	0	0	4	8	0	12	0	0	0	1281
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	4	47	120	0	16	0	12	0	0	19	0	8	0	0	0	0	0	0	0	0	0	237
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	35	155	0	4	4	8	0	0	16	0	0	0	0	0	0	0	23	0	0	0	260
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	97	23	89	190	12	43	8	4	0	0	295	39	31	0	54	0	0	0	31	0	0	0	916
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	12	31	202	0	35	0	4	0	0	39	0	8	0	4	0	4	0	0	0	0	0	346
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	4	12	93	0	12	0	12	0	0	12	0	4	0	0	0	0	0	0	0	0	0	163
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	19	0	12	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	43
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	4	19	27	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	12	85	4	19	0	0	0	0	8	4	16	0	4	0	0	0	0	0	0	0	167
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	8	31	179	8	50	0	0	0	0	47	0	39	0	16	0	8	0	4	0	0	0	400
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	16	0	4	0	0	4	0	19	4	0	0	4	0	0	0	0	0	0	0	54
25	0	0	0	0	0	4	0	124	23	0	23	0	0	0	0	47	0	186	0	0	0	0	12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	427
26	0	0	0	0	0	0	0	0	8	0	16	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
27	0	0	0	0	0	0	0	47	19	0	27	0	0	0	0	12	12	4	0	4	0	0	16	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	144
28	0	0	0	0	0	4	0	551	78	0	248	0	0	0	0	186	78	31	4	8	0	0	62	4	0	0	0	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	1262
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	8	0	0	4	0	0	0	0	12	0	0	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
33	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23
34	0	0	0	0	0	0	0	12	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
35	0	0	0	0	0	0	0	39	23	0	31	0	0	0	4	151	4	8	0	0	0	0	23	12	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	303
36	0	0	0	0	0	0	0	4	0	0	12	0	0	0	0	4	4	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27
37	0	0	0	0	0	0	0	50	12	0	54	0	0	0	0	74	12	4	0	8	4	0	16	4	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	241
38	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
39	0	0	0	0	0	0	0	12	0	0	23	0	0	0	0	97	4	0	8	0	0	0	8	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	163
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	109	43	0	54	0	0	0	0	54	12	4	0	0	0	0	19	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	311
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	19	0	1328	252	0	524	0	0	0	4	726	159	237	12	23	12	0	167	70	214	78	357	####	35	237	19	39	27	0	532	47	128	0	82	4	19	0	70	0	0	8	7544

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: Bus **Location:** Beliyad Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	22
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	22
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	7	15	0	7	0	0	0	0	30	0	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96
26	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
27	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
28	0	0	0	0	0	0	0	67	0	0	37	0	0	0	0	0	7	0	7	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	133
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
34	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
35	0	0	0	0	0	0	0	0	7	0	22	0	0	0	0	67	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	7	7	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	111	30	0	74	0	0	0	0	141	7	44	7	0	0	0	15	0	0	0	0	81	0	15	0	0	0	0	0	0	0	0	15	0	0	0	7	0	0	0	548

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: LCV **Location:** Beliyad Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	6	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	3	42	0	0	0	0	0	0	3	3	3	0	0	0	0	0	0	0	0	0	64
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	3	6	16	0	3	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	58
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	3	0	19	0	0	0	0	0	0	6	6	10	0	22	0	0	0	10	0	0	0	103
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	6
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	0	0	0	0	10	0	3	3	0	0	0	0	3	0	0	0	22
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	3	0	0	6	0	0	0	0	0	0	0	16
25	0	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
28	0	0	0	0	0	0	0	26	0	0	19	0	0	0	0	10	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31	0	0	0	0	0	0	0	3	0	0	6	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	3	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
35	0	0	0	0	0	0	0	6	0	0	3	0	0	0	0	10	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
37	0	0	0	0	0	0	0	3	0	0	3	0	0	0	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	3	3	0	6	0	0	0	0	32	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	51
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	3	0	0	0	0	0	67	3	0	48	0	0	0	0	90	3	0	0	0	0	0	10	13	67	6	13	83	0	6	0	0	0	0	22	13	26	3	32	0	0	0	13	0	0	3	526

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: 2-AT **Location:** Beliyad Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	12	0	0	37	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	86	0	0	0	0	0	0	43	0	18	0	0	0	6	0	6	6	0	0	239
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	6
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	43	0	0	0	0	0	0	6	6	12	0	0	0	6	0	6	0	0	0	98
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
16	0	6	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	24	18	61	0	0	0	0	0	0	61	6	18	6	129	0	6	0	43	0	0	0	416
17	0	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	12	92	0	0	6	0	12	0	24	0	18	6	0	0	0	0	6	0	0	0	202
18	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	12	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	31
19	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	18
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	18	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	0	0	37
24	0	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6	0	6	18	0	0	0	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	73
25	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
27	0	0	0	0	0	0	0	12	0	0	6	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
28	0	0	0	0	0	0	0	122	0	0	37	0	0	0	0	37	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	202
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	12	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
32	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	31	6	0	0	0	6	0	12	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	67
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
37	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	61	12	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	18	12	0	6	0	0	0	0	178	12	0	0	0	0	0	24	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	269
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	61	6	0	0	12	6	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	31	0	0	98	24	0	184	12	0	92	0	0	0	0	423	49	0	0	12	18	0	49	80	55	31	49	343	0	0	6	0	18	0	159	12	73	12	135	0	18	0	73	6	0	0	2064

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: 3-AT **Location:** Beliyad Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	5	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0	10	115	0	0	5	0	0	0	20	0	10	5	10	0	5	0	0	0	0	0	239
9	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	10	0	5	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	0	0	35
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	10	5	25	0	10	0	0	0	0	10	0	0	0	5	0	5	0	5	0	0	0	95
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	15
16	0	5	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	20	20	65	0	5	0	0	5	0	60	0	25	5	110	0	5	0	25	0	0	5	374
17	0	0	0	15	5	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	5	10	15	0	70	5	0	20	0	5	0	40	0	15	0	10	0	5	0	15	0	0	5	244
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
19	0	5	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	25
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	10
21	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	5	0	0	0	0	0	5	0	0	0	0	0	5	0	0	0	30
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	5	0	0	0	0	0	0	5	0	0	0	10	0	0	0	10	0	0	0	40
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	10	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	20
25	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	5	0	0	10	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
28	0	0	0	0	0	0	0	55	0	0	30	0	0	0	0	20	0	0	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	115
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
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31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
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33	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
34	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
35	0	0	0	0	0	0	0	5	0	0	15	0	0	0	0	25	0	0	5	0	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60
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37	0	0	0	0	0	0	0	10	0	0	15	0	0	0	0	110	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	150
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	5	5	0	5	0	0	0	0	105	5	0	0	0	5	0	5	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	15
43	0	0	0	0	0	0	0	20	0	0	10	0	0	0	0	95	0	0	0	0	5	0	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	5	0	0	0	5	0	0	0	5	0	0	0	35
Total	0	15	0	0	95	5	0	115	10	0	110	0	0	0	0	399	15	5	5	5	15	0	20	65	60	55	60	319	10	35	30	0	10	0	165	0	55	10	150	5	20	0	80	0	0	10	1950

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: MAV **Location:** Beliyad Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
2	0	0	0	0	0	0	0	4	0	0	4	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	16	0	0	8	0	0	0	0	4	16	0	0	0	0	0	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	16	0	0	32	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	4	12	192	0	12	8	0	4	0	28	4	8	0	20	0	0	0	16	4	0	0	404
9	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	4	24	0	4	0	0	0	0	12	0	4	0	0	0	0	0	4	0	0	0	76
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	8	12	196	0	8	0	8	0	0	32	0	12	0	12	0	4	0	16	0	0	0	404
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	12	0	0	0	0	0	4	0	0	0	28
16	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	20	12	124	0	4	0	0	8	0	176	44	188	8	228	4	12	0	104	0	0	0	1048
17	0	0	0	0	12	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	8	68	0	4	8	0	0	0	36	0	8	0	4	0	0	0	12	0	0	0	184
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	20	0	0	0	0	0	0	8	0	4	0	0	0	0	0	4	0	0	0	40
19	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	20
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	4	0	0	8	0	4	0	0	0	0	0	4	0	0	0	28
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4	0	0	12	0	0	4	0	0	0	28	12	20	0	20	0	4	0	24	0	0	0	132
22	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4	0	0	0	0	0	4	0	0	0	20
23	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	20	0	0	0	0	4	0	32	4	36	0	8	0	0	0	8	0	0	0	120
24	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	36	4	12	16	0	12	4	0	4	0	64	12	132	0	64	0	0	0	60	0	12	0	444
25	0	0	0	0	0	0	0	8	0	0	28	0	0	0	0	52	4	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	112
26	0	0	0	0	0	0	0	4	0	0	8	0	0	0	0	8	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
27	0	0	0	0	0	0	0	28	4	0	24	0	0	0	0	32	0	0	0	0	0	0	24	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	124
28	0	0	0	0	0	0	0	76	24	0	60	0	0	0	0	72	60	0	0	4	0	0	12	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	380
29	0	0	0	0	0	0	0	12	0	0	4	0	0	0	0	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
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31	0	0	0	0	0	0	0	0	4	0	8	0	0	0	0	20	8	0	4	0	4	0	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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35	0	0	0	0	0	0	0	16	0	0	44	0	0	0	0	208	12	0	16	0	8	0	48	168	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	520
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
37	0	0	0	0	0	0	0	20	0	0	60	0	0	0	0	332	64	4	4	0	8	0	40	168	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	712
38	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36
39	0	0	0	0	0	0	0	16	0	0	24	0	0	0	0	468	4	0	0	0	0	0	28	108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	656
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	16
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	12
43	0	0	0	0	0	0	0	16	4	0	36	0	0	0	0	520	28	8	0	0	4	0	84	56	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	16	776
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	0	0	0	0	0	0	0	4	0	0	0	8	0	4	0	0	0	0	8	0	8	0	0	0	0	0	0	0	0	0	100
Total	0	28	0	0	88	20	0	228	48	0	324	0	0	0	0	####	220	12	24	12	24	0	272	660	300	52	64	704	0	48	24	12	28	0	444	76	440	8	356	8	20	24	272	4	12	16	6814

Annexure – 2.1 B

- OD Matrices at Banskopa Toll plaza

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: Car **Location:** Banskopa Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	118	473	55	567	0	0	79	0	244	126	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1662
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	71	0	126	0	0	16	0	8	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	292
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	284	725	95	1008	32	16	158	0	236	102	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	2663
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39	8	39	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	102
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
15	0	110	0	0	8	0	0	173	95	0	355	0	0	0	0	0	331	0	8	0	0	0	0	0	0	0	8	8	0	8	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	1127
16	0	0	0	0	32	8	0	488	79	0	607	0	0	0	0	0	433	0	0	0	0	0	0	0	0	0	0	71	0	165	0	0	8	0	47	16	79	0	0	0	0	0	0	0	0	0	2033
17	0	118	0	0	71	47	0	591	181	0	1221	0	0	0	118	378	559	512	39	8	87	0	142	118	0	47	39	47	0	181	0	0	24	0	8	0	39	0	0	8	0	0	8	0	0	0	4593
18	0	24	0	0	0	0	0	110	24	0	87	0	0	0	32	323	126	307	8	0	102	0	95	16	0	0	16	0	0	24	0	0	0	0	16	0	16	0	0	0	0	0	0	0	0	0	1324
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	95	8	95	0	0	24	0	24	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	252
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	8	0	0	0	39	0	71	32	0	39	0	0	0	8	0	32	39	8	0	0	0	16	63	0	8	0	24	0	16	0	0	39	0	8	16	0	0	0	0	0	0	0	0	0	0	465
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	87	0	0	8	16	0	110	16	0	449	0	0	0	0	8	181	0	16	0	0	0	0	55	0	24	16	16	0	24	0	0	8	0	16	0	0	0	0	0	0	0	0	0	0	0	1048
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	16	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	118	16	173	0	0	24	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	378
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0	79	0	0	0	0	24	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	134
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	126	0	236	0	0	8	0	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	441
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	47	0	32	0	0	0	0	39	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	189
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	165	8	173	8	24	16	0	79	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	496
34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	87	63	181	0	0	16	0	55	39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	441
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	173	8	118	0	0	32	0	71	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	425
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	142	0	165	0	0	24	0	16	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	370
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	102	0	87	0	0	0	0	24	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	**0**	**347**	**0**	**0**	**118**	**110**	**0**	**1568**	**425**	**0**	**2757**	**0**	**0**	**0**	**662**	**3112**	**1922**	**3986**	**118**	**47**	**583**	**0**	**1205**	**678**	**0**	**79**	**79**	**165**	**0**	**418**	**0**	**0**	**87**	**0**	**95**	**32**	**158**	**0**	**0**	**16**	**0**	**0**	**8**	**16**	**0**	**0**	**18790**

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: Bus **Location:** Banskopa Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	80	6	63	0	0	11	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	86	17	86	0	0	23	0	17	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	11	0	0	0	0	0	6	6	0	68	0	0	0	0	0	17	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	6	6	0	17	0	0	46	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	17	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	6	6	0	46	6	0	91	0	0	0	0	6	40	34	23	0	11	0	6	11	0	11	0	0	0	11	0	0	0	0	6	6	6	0	0	0	0	0	0	0	0	0	0
18	0	6	0	0	0	0	0	0	0	0	23	0	0	0	0	40	17	40	0	0	0	0	6	6	0	6	0	0	0	11	0	0	0	0	0	0	11	0	6	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6	6	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	11	0	23	6	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	11	0	0	6	23	0	0	6	0	51	0	0	0	0	0	29	0	0	0	0	0	0	11	0	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	6	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	29	0	0	17	46	0	91	23	0	279	0	0	0	34	285	177	336	29	0	57	0	40	51	0	11	6	6	0	46	0	0	0	0	6	11	57	0	6	6	0	0	0	0	0	0	1648

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: LCV **Location:** Banskopa Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	57	9	47	0	0	19	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	9	9	9	0	0	19	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	142	28	104	0	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	340
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
16	0	0	0	0	0	9	0	28	0	0	38	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	76	9	76	0	0	9	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	208
18	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0	9	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	38
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	9	0	9	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76	0	9	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	94
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76	0	9	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	94
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76	9	9	0	0	19	0	9	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	142
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	9	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	9	0	28	9	0	76	0	0	0	85	632	94	302	0	0	123	0	76	19	0	0	0	9	0	0	9	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	1482

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: 2-AT **Location:** Banskopa Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64	96	0	72	0	0	24	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	263
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	40	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	263	32	120	0	0	40	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	503
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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15	0	0	0	0	0	0	0	16	0	0	56	0	0	0	0	0	80	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160
16	0	0	0	0	0	0	0	80	0	0	88	0	0	0	0	0	72	0	0	0	8	0	0	0	0	0	0	8	0	0	8	0	0	0	32	8	8	0	0	0	0	0	0	0	0	0	311
17	0	16	0	0	0	8	0	56	8	0	40	0	0	0	48	72	224	72	32	0	16	0	16	8	0	16	0	16	0	16	0	0	8	0	32	0	80	0	0	0	0	0	0	0	0	0	782
18	0	0	0	0	0	0	0	80	32	0	128	0	0	0	0	16	184	24	0	0	0	0	0	64	0	8	0	16	0	0	0	0	0	0	48	0	8	0	0	0	0	0	0	0	0	0	607
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	8	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
20	0	0	0	0	0	0	0	0	8	0	8	0	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	56
21	0	0	0	0	0	0	0	0	8	0	16	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	96
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	8	24	0	16	0	0	0	0	0	32	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	8	0	16	0	8	0	0	0	0	0	0	0	136
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	96	24	56	0	0	8	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	216
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48
37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	120	0	40	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	96	0	24	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	144
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	16	0	0	0	8	0	240	80	0	359	0	0	0	240	998	711	615	32	0	168	0	96	80	0	48	0	48	0	16	8	0	8	0	176	8	112	0	8	0	0	0	0	0	0	0	4072

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: 3-AT **Location:** Banskopa Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	51	5	51	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	138
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	5	21	0	0	15	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	67
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	41	82	46	123	0	0	31	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	349
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	41	5	0	62	0	0	0	0	0	82	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	195
16	0	0	0	0	0	0	0	87	15	0	164	0	0	0	0	0	179	0	0	0	21	0	0	0	0	0	0	15	0	0	10	0	0	0	51	10	21	0	5	0	0	0	0	0	0	0	579
17	0	0	0	0	5	15	0	31	10	0	67	0	0	0	15	31	246	41	15	0	26	0	5	31	0	21	0	26	5	10	0	0	15	0	103	0	31	0	0	0	0	0	5	0	0	0	754
18	0	0	0	0	0	0	0	118	41	0	169	0	0	0	0	5	154	36	0	0	0	0	5	103	0	21	0	15	0	10	0	0	0	0	82	0	56	0	15	0	0	0	0	0	0	0	831
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5	0	10	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
20	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0	0	0	0	15	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	62
21	0	0	0	0	0	0	0	5	31	0	26	0	0	0	0	0	21	5	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	21	0	21	0	0	0	0	0	0	0	0	0	138
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23	0	0	0	0	0	0	0	26	21	0	41	0	0	0	0	0	62	0	0	0	5	0	0	0	0	26	5	0	0	0	0	0	0	0	26	0	15	0	10	0	0	0	0	0	0	0	236
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26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	41	5	26	0	0	5	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
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37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	41	0	21	0	0	5	0	15	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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43	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	5	15	0	313	128	0	528	5	0	0	118	497	846	405	15	0	113	0	108	144	0	67	5	72	5	36	10	0	15	0	287	10	144	0	31	0	0	0	5	0	0	0	3928

Project: Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern.

Origin-Destination Matrix

Mode: MAV **Location:** Banskopa Toll plaza

O\D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	22	0	0	0	0	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74	170	74	155	0	0	22	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	540
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	111	0	44	0	0	7	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	222
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	148	547	37	547	0	0	118	0	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1435
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	52	37	0	81	0	0	0	0	0	104	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	281
16	0	0	0	0	0	7	0	178	44	0	237	0	0	0	0	0	289	0	0	0	7	0	0	0	0	0	0	37	0	0	15	0	22	0	104	15	0	0	15	0	0	0	0	0	0	0	969
17	0	22	0	0	30	30	0	74	15	0	126	0	0	0	111	266	540	311	15	0	111	0	44	96	7	52	0	15	0	44	0	0	52	0	274	0	111	0	0	0	0	0	0	0	0	0	2345
18	0	0	0	0	0	0	0	200	89	0	392	0	0	0	7	30	525	15	15	0	22	0	37	266	0	52	0	52	0	37	0	0	15	0	222	0	81	0	7	0	0	0	15	0	0	0	2079
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	7	0	30	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59
20	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	96	0	0	0	0	0	0	0	0	7	0	7	0	44	0	0	0	0	22	0	0	0	0	0	0	0	0	0	0	0	192
21	0	7	0	0	0	7	0	22	67	0	74	0	0	0	0	0	44	0	0	0	0	0	0	0	0	0	0	22	0	0	0	0	0	0	89	0	15	0	0	0	0	0	0	0	0	0	348
22	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
23	0	0	0	0	0	22	0	52	67	0	96	0	0	0	0	15	96	0	15	0	22	0	0	0	0	44	44	0	0	0	0	0	7	0	30	0	118	0	7	0	0	0	0	0	0	0	636
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	148	15	104	0	0	111	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	436
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	7	37	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	148	0	44	0	0	15	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	215
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	355	0	111	0	0	22	0	118	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	621
36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	133	7	15	0	0	30	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	192
37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	407	15	59	0	0	15	0	52	59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	636
38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	289	0	74	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	414
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	96	0	22	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	148
44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	30	0	0	37	67	0	577	333	0	1028	0	0	0	518	2804	1872	1598	44	0	533	0	422	422	7	155	44	141	0	126	15	0	96	0	740	15	326	0	30	0	0	0	15	0	0	0	11992

Annexure – 3.1

- Diversion Analysis

	Length (km)		
	Existing	Proposed	Year
0	647	647	2023

WPI	Value
Base Year March 2019	119.9
Analysis Year March 2023	152.50
WPI analysis Year	152.5

2021 2019
Analys 2023

Linking Factor	1.27
Linking Factor	1.21

Mode	Speed (in kmph)	
	Existing	Proposed
Car	80	90
Bus	60	80
63.3 LCV	60	75
2Axle	60	75
3Axle	60	75
MAV	60	75

78

Mode	VOC (Rs.)	
	Existing	Proposed
Car	6435	6452
Bus	13841	13841
LCV	16343	16343
2Axle	16244	16244
3Axle	16244	16244
MAV	21330	21338

2019

As Per IRC SP 30 2019	Economic Cost(Rs/km)	
	6 Lane divided existing road	6 Lane divided expressway proposed
Mode	VOC for 2000mm IRI and 5 RF	VOC for 2000mm IRI and 5 RF
	Existing	Proposed
Car	7.82	7.84
Bus	16.82	16.82
LCV	19.86	19.86
2Axle	19.74	19.74
3Axle	19.74	19.74
MAV	25.92	25.93

2023

Adjusted values	Financial Cost(Rs/km)	
	6 Lane divided existing road	6 Lane divided expressway proposed
Mode	VOC for 2000mm IRI and 5 RF	VOC for 2000mm IRI and 5 RF
	Existing	Proposed
Car	9.9	10.0
Bus	21.4	21.4
LCV	25.3	25.3
2Axle	25.1	25.1
3Axle	25.1	25.1
MAV	33.0	33.0

Mode	Travel Time (in hours)	
	Existing	Proposed
Car	8.09	7.19
Bus	10.78	8.09
LCV	10.78	8.63
2Axle	10.78	8.63
3Axle	10.78	8.63
MAV	10.78	8.63

Mode	VOT (Rs.)	
	Existing	Proposed
Car	8106	8023
Bus	8583	8583
LCV	881	881
2Axle	3259	3259
3Axle	3259	3259
MAV	3695	3703

2019

Value of Time in (Rs/km)		
Vehicle Type	6 Lane divided existing road	6 Lane divided expressway proposed
Car	9.85	9.75
Bus	10.43	10.43
LCV	1.07	1.07
2Axle	3.96	3.96
3Axle	3.96	3.96
MAV	4.49	4.50

2025

Value of Time in (Rs/km)		
Vehicle Type	4 Lane divided existing road	6 Lane divided expressway proposed
Car	12.5	12.4
Bus	13.3	13.3
LCV	1.4	1.4
2Axle	5.0	5.0
3Axle	5.0	5.0
MAV	5.7	5.7

	Toll Cost (in Rs.)		
	Vehicle Type	Existing	Proposed
1.43	Car	925	1157
4.84	Bus	3131	3914
2.31	LCV	1495	1868
4.84	2Axle	3131	3914
5.28	3Axle	3416	4270
7.59	MAV	4911	6138

Cost Ratio		
Vehicle Type	Existing	Proposed
Car	0.497	0.503
Bus	0.492	0.508
LCV	0.495	0.505
2Axle	0.492	0.508
3Axle	0.491	0.509
MAV	0.490	0.510

Generalized Cost (in Rs.)		
Vehicle Type	Existing	Proposed
Car	15466	15632
Bus	25556	26339
LCV	18718	19092
2Axle	22635	23417
3Axle	22919	23773
MAV	29936	31180

	CR	%Div
Car	1.011	52
Bus	1.031	44
LCV	1.020	46
2Axle	1.035	44
3Axle	1.037	43
MAV	1.042	43

	Potential Diverted traffic							
	Vehicle type	Beliyad Toll plaza			Vehicle type	Banskopa Toll plaza		
		Diverted traffic	Surveyed vehicles	% of diversion		Diverted traffic	Surveyed vehicles	% of diversion
1	Car	828	1943	43%	Car	219	2385	9%
1.5	Bus	42	74	57%	Bus	28	289	10%
3	LCV	104	164	63%	LCV	49	157	31%
3	2-AT	188	337	56%	2-AT	159	510	31%
3	3-AT	231	391	59%	3-AT	211	766	28%
4.5	MAV	1018	1703	60%	MAV	550	1621	34%
	Total Vehicles	**2411**	**4612**	**52%**	**Total Vehicles**	**1216**	**5728**	**21%**
	Total PCUs	**7041**	**12394**	**57%**	**Total PCUs**	**3993**	**14412**	**28%**

AADT Apr -2023 to Mar-2024 (P		AADT			AADT	
Vehicle type	Beliyad	Vehicles	PCU	Banskopa	Vehicles	PCU
Car/LMV	1557526	4267	4267	3551476	9730	9730
LCV/Mini bus	88262	242	363	260359	713	1070
Bus	109216	299	898	321193	880	2640
Truck	373728	1024	3072	725910	1989	5966
Truck 3 Axle	348394	955	2864	729429	1998	5995
MAV	1319481	3615	16268	2326645	6374	28685
HCM	85	0	1	336	1	4
Oversized	1973	5	24	941	3	12
Total	**3798664**	**10407**	**27756**	**7916288**	**21688**	**54102**

Potential Divertable Traffic

Plaza I	Plaza II
43%	9%
63%	31%
57%	10%
56%	31%
59%	28%
60%	34%
60%	34%
60%	34%

Plaza I	Plaza II	Average	Diversion based on VOC VOT and Toll
1818	893	**1356**	52%
153	223	**188**	44%
170	85	**128**	46%
571	620	**596**	44%
564	550	**557**	43%
2161	2163	**2162**	43%
0	0	**0**	43%
3	1	**2**	43%

Divertable Trafic		**% age of Diversion**	
		With Refrence to Plaza I	**With Refrence to Plaza I**
710	Car/LMV	17%	7%
84	LCV/Mini bus	35%	12%
59	Bus	20%	7%
261	Truck	25%	13%
241	Truck 3 Axle	25%	12%
919	MAV	25%	14%
0	HCM	25%	14%
1	Oversized	25%	14%
2275			
PCUs **6660**			

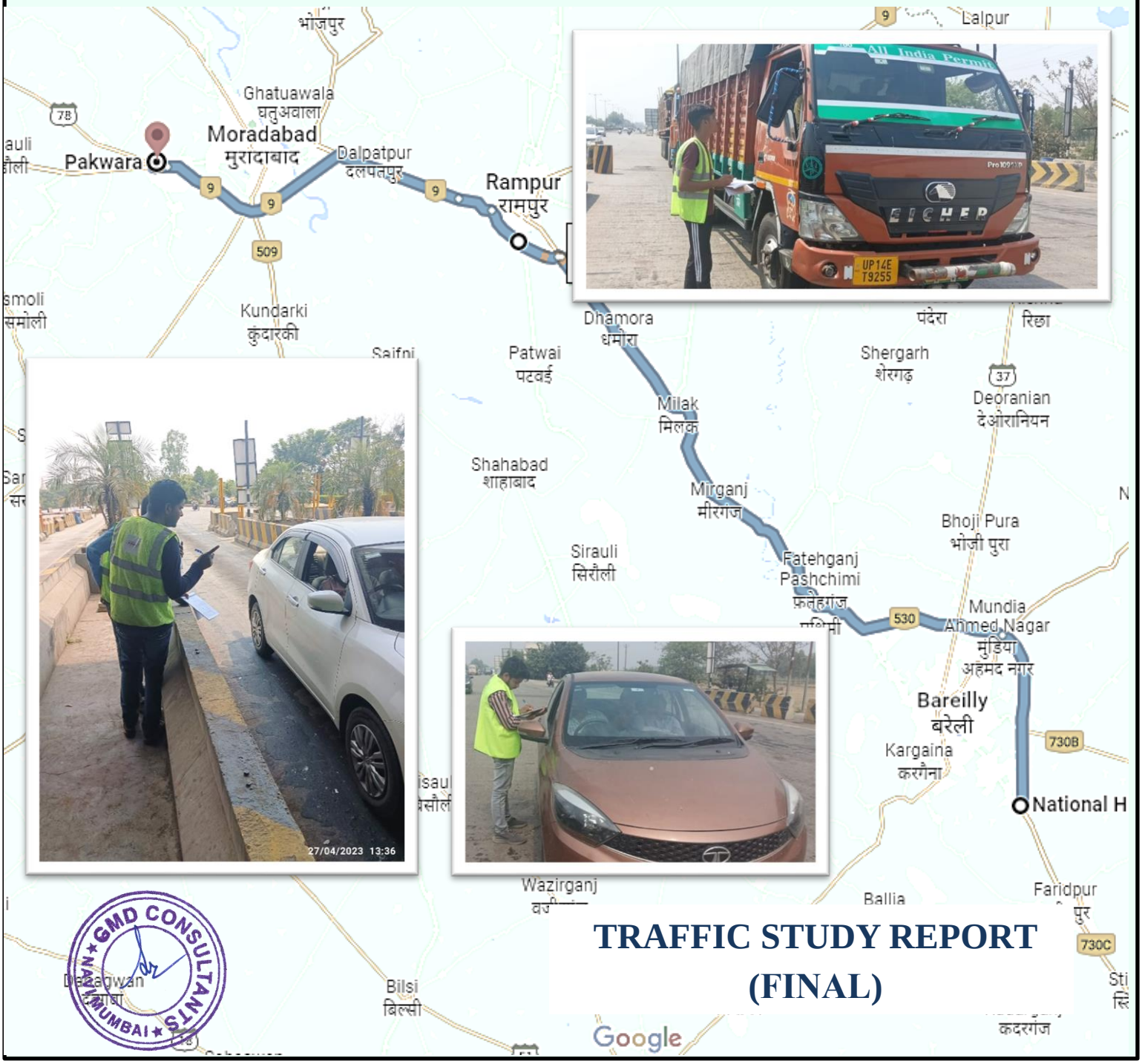
	Plaza-I						
	Considered % of Div	**Car**	**LCV/Mini bus**	**Bus**	**Truck**	**Truck 3 Axle**	**MAV**
2031-2032	15%	3%	5%	3%	4%	4%	4%
2032-2033	30%	5%	10%	6%	8%	8%	8%
2033-2034	60%	10%	21%	12%	15%	15%	15%
2034-2035	90%	15%	31%	18%	23%	23%	23%
2035-2036	100%	17%	35%	20%	26%	25%	25%
2036-2037	100%	17%	35%	20%	26%	25%	25%
2037-2038	100%	17%	35%	20%	26%	25%	25%
2038-2039	100%	17%	35%	20%	26%	25%	25%

	Plaza-II						
	Considered % of Div	**Car**	**LCV/Mini bus**	**Bus**	**Truck**	**Truck 3 Axle**	**MAV**
2031-2032	15%	1%	2%	1%	2%	2%	2%
2032-2033	30%	2%	4%	2%	4%	4%	4%
2033-2034	60%	4%	7%	4%	8%	7%	9%
2034-2035	90%	7%	11%	6%	12%	11%	13%
2035-2036	100%	7%	12%	7%	13%	12%	14%
2036-2037	100%	7%	12%	7%	13%	12%	14%
2037-2038	100%	7%	12%	7%	13%	12%	14%
2038-2039	100%	7%	12%	7%	13%	12%	14%

Moradabad Bareilly Expressway Limited (MBEL)

Moradabad - Bareilly Section of NH-24
from Km 148.000 to Km 262.000

Incremental Studies of Independent Assessment of Traffic Forecast and Toll Revenue Estimations



TRAFFIC STUDY REPORT (FINAL)

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DECEMBER 2023

Moradabad Bareilly Expressway Limited (MBEL)

Moradabad - Bareilly Section of NH-24

from Km 148.000 to Km 262.000

Incremental Studies of Independent Assessment of Traffic Forecast and Toll Revenue Estimations

TRAFFIC STUDY REPORT

(FINAL)



DECEMBER 2023

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CHAPTER 1
INTRODUCTION

1.1 General

Moradabad Bareilly Expressway Limited (MBEL) was engaged to expand the existing two-lane road to a four-lane road in the Moradabad-Bareilly section of National Highway 24 from Km. 148.000 to Km. 262.000 (design length of approximately 114 km) in the State of Uttar Pradesh under National Highway Development Program Phase III on a Design-Build Finance-Operate-Transfer (DBFOT) basis. A concession agreement dated February 19, 2010, was entered into between the NHAI and MBEL. The project commenced tolling on January 6, 2015. The concession period for this project is 25 years commencing from December 4, 2010. As per the concession agreement, MBEL is entitled to collect fees from project highway users, subject to the National Highways fee rules**.** There are 2 No of toll plazas exist on the project road.

Project corridor is section of NH-24 (Now NH-30), which starts from Km 148.000 (Pakbara, at beginning of Moradabad Bypass) and ends after Bareilly Bypass at Km 262.000 (End of Bareilly Bypass) in the state of Uttar Pradesh. Location of project road in regional context is given as below.

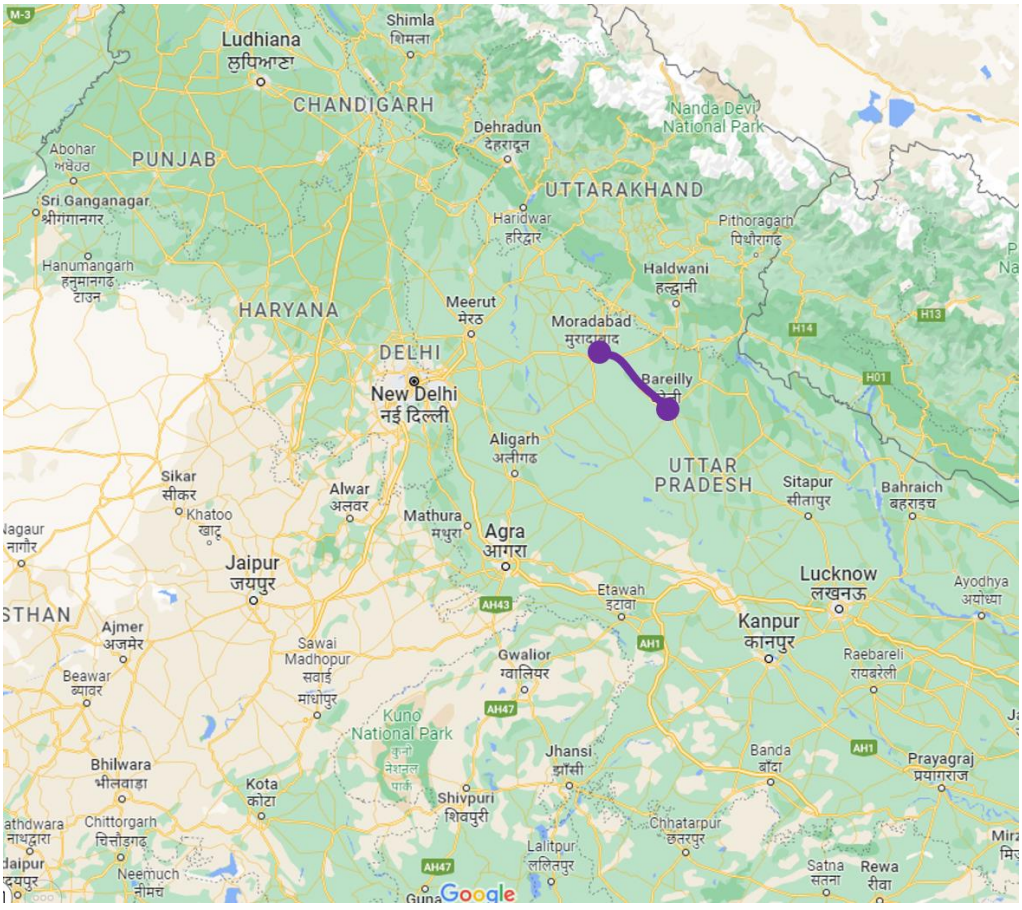


Figure 1-1 : Project Road Location in Regional Context

The area in which the project stretches from Moradabad to Bareilly falls is part of Rohilkhand region of western Uttar Pradesh. The area has witnessed a good pace of urbanization due to its proximity of NCR (National Capital Region). It is the primary link of transportation between western and eastern Uttar Pradesh and the now newly created Uttarakhand. The cities of Moradabad, Rampur and Bareilly, which are district centers as well, have major influence on traffic on project corridor.

Project corridor achieved COD in year 2015 and is operation & maintenance phase since then.

Roadstar Infra Investment Trust (RIIT) owner of the project desires Independent Assessment of Traffic Forecast and Tol Revenue Estimation of project. This report fulfils part of the above scope.

There are Two toll plazas on this section. The following table provides details of these toll plazas.

Details of toll plaza on project stretch are given in table below.

Table 1-1: **Details of Toll Plaza on Project Stretch**

Name of the section	Location	Toll Plaza Name
Moradabad-Milak	Km. 172.00	Niyamatpur Ekrotiya Toll Plaza
Milak-Bareilly	Km. 228.00	Triyakhetal Toll Plaza

1.2 Project Location

AS mentioned previously project road section from Moradabad to Bareilly falls is western Uttar Pradesh and is major link of transportation connecting Eastern Uttar Pradesh and then Bihar and West Bengal to northern part of India.

The following figure shows the location and layout of the project stretch which is part of Delhi Lucknow Road which was called NH-24 previously. Now in the new National Nomenclature this highway is assigned as NH-30.

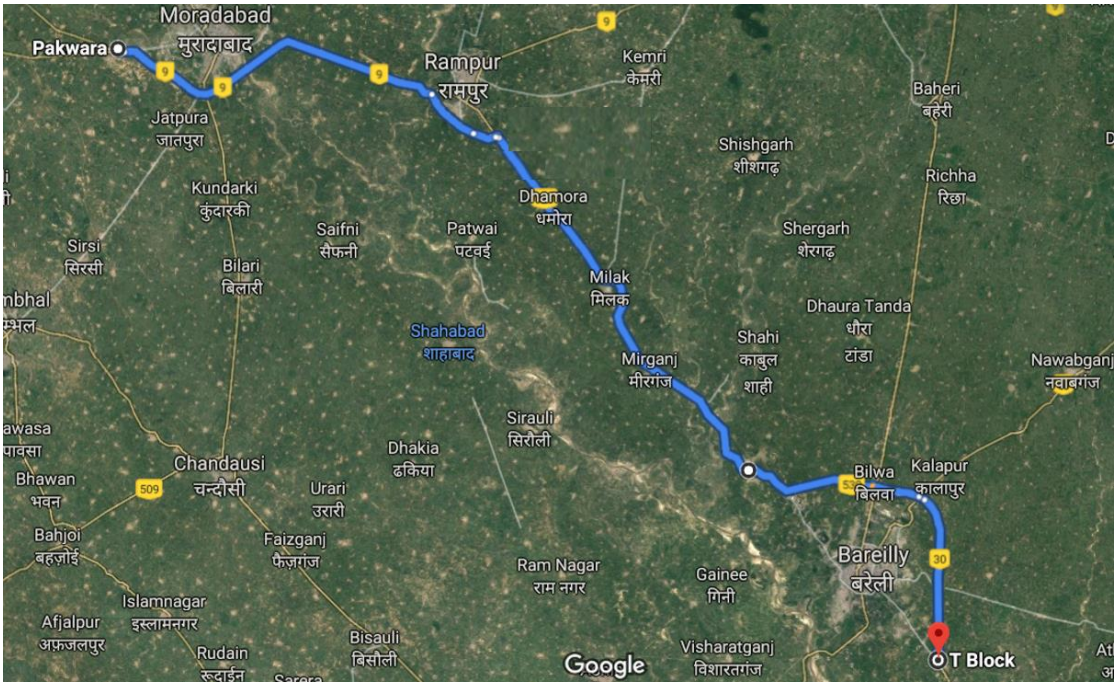


Figure 1-2 : Location of Project Stretch

1.3 Project Intent

M/s Moradabad Expressway Limited is concessionaire to project stretch NH-24 from Moradabad to Bareilly. **M/s Moradabad Expressway Limited** is a Special Purpose Vehicle (SPV) company under umbrella of **Roadstar Infra Investment Truct (RIIT).** M/s **GMD Consultants** has been assigned the work of Independent Assessment of Traffic Forecast and Toll Revenue Estimations of project stretch.

For making the proper assessment of traffic pattern and volume on project stretch, GMD Consultants have carried out necessary traffic surveys and field investigations. The base year traffic data supplied by client as fast tag data of toll plazas has been taken as the primary input for determination of base year traffic. With a view to understanding the traffic pattern and influence zones of traffic, an Origin-Destination (O-D) survey for 48 Hrs. was conducted in April 2023. Traffic study report was submitted in May 2023 taking the year 2022-23 as base year. Now concessionaire has made available additional traffic data from April 2023 to September 2023. The Traffic Study Report is now updated with additional traffic data available. The year 2023-24 has been taken as the base year for this updated report.

1.4 Scope of Work

Following is the detailed scope of this assignment as per TOR.

- Undertaking traffic survey on the highway section as per the following:
- Collection of Class wise Traffic data from the TMS System/Toll Records for the month from April 2023- September 2023 from the operational toll plazas on the project road to derive the Average Daily Traffic (ADT)
- Two-day Origin-Destination (OD) survey at existing operational toll plaza locations to assess the existing travel pattern of vehicles playing on the

project road – origin and destination, commodity carried for freight vehicles, purpose of travel for cars.

- Establishing seasonality factors using available past traffic data and/or from using fuel sales data or using the past actual traffic data or any relevant data
- Estimation of the base year Annual Average Daily Traffic (AADT) using available toll data for the year or seasonality factors for conversion of ADT to AADT
- Reviewing past traffic studies, analysis of past traffic data and other relevant reports as may be available to determine category wise volume of traffic for past years.
- Identifying any competing route(s) and analyse network conditions, traffic characteristics & level of toll charged and the advantage/ disadvantage of the competing road(s) and their impact on project traffic – the extent of surveys to be carried out on alternate route(s), if needed, will be decided after site reconnaissance. If required, three-day volume counts and one (1) day OD at one (1) location on alternate route(s) to be carried out.
- Analyzing OD data – OD matrices, regional distribution of traffic, commodity composition, top OD pairs, identification of Project Influence Area from analysis of travel pattern
- Carrying out a study of past economic performance of influence area
- Diversion analysis, if needed – cost ratio-based diversion analysis to be carried for respective potential OD pairs
- Estimation of traffic growth rates for each category of vehicle (using the perspective growth of economic indicators and projected elasticities) under 3 scenarios – most likely, optimistic (high) and pessimistic (low) growth scenario
- Preparation of traffic projections for the concession period in three scenarios – most likely, high, and low
- Analysis of trip frequency in Daily, Return, Monthly, Local Passenger & Local Commercial vehicles as per their category/class as per applicable toll schedule - estimation of toll able traffic streams by toll category
- Estimation of toll revenue as per categories of traffic streams stipulated in the tolling schedule for the concession period.
- Identifying factors which may have a positive and / or negative impact on the traffic.
- Upcoming developments and future development potential of the region would be assessed for the induced/newly generated traffic.
- Scenario Analysis of toll revenue – Critical parameters of diversion (if applicable) and three scenarios of traffic growth (most likely, low and high).

MBEL, the concessionaire, shall provide all project related documents to the Consultant for carrying out the services including:

- Past Traffic Data and Revenue as per the toll records for last five years or COD to Till Date
- Available Past Traffic Reports if any

1.5 Organization of Report

The traffic study report covers the traffic study along the project corridor. The entire analysis, modeling and traffic and toll forecast have been covered in following three sections:

i. Traffic Surveys and Analysis
ii. Traffic Forecasting
iii. Toll Revenue Forecasting

CHAPTER 2
TRAFFIC SURVEY ANLAYSIS

2.1 Traffic Surveys

Historical traffic data including base year traffic data has been made available by the client as fast tag data. The same has been used for various analyses. Additionally, Origin – Destination surveys and competing routes surveys were conducted at the project section as per TOR scope.

The following table provides details of OD surveys conducted at the project site.

Table 2-1 : Traffic Survey Locations & Schedule

Sr. No	Survey Location	Description	Origin – Destination Survey Date
1	Toll Plaza at Km 172 (TP-1)	Niyamatpur Ekrotiya	25th April & 26th April 2023
2	Toll Plaza at Km 228 (TP-2)	Triyakhetal	27th April & 28th April 2023

These locations have been referred to as TP-1 to TP-2 respectively in the report. The following figure shows locations of Origin Destination survey done at Toll Plazas.

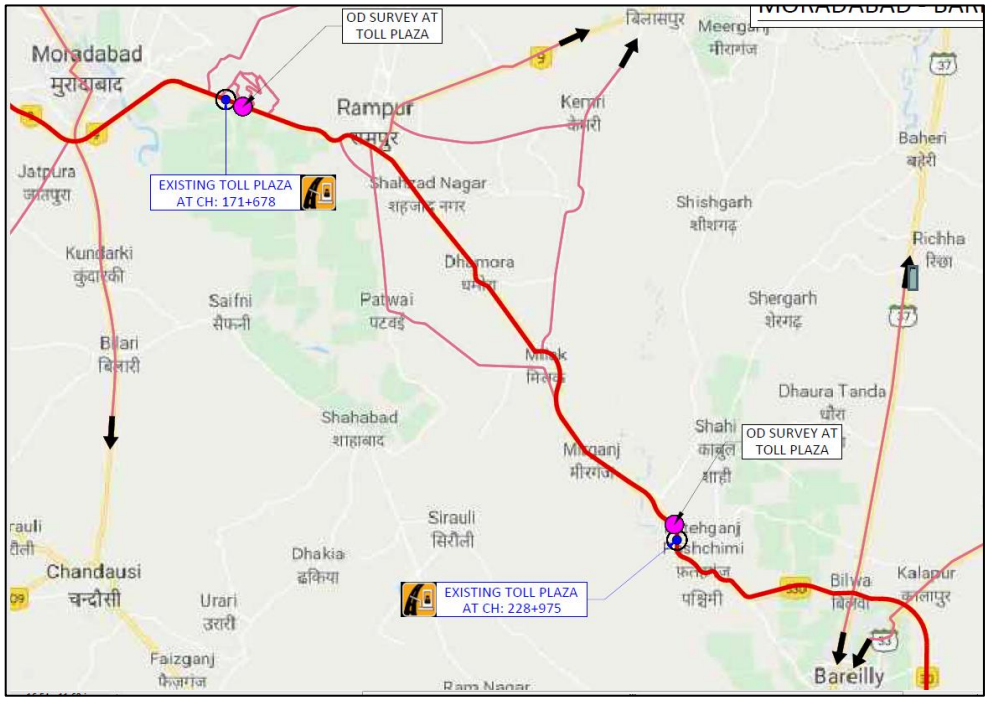


Figure 2-1 : Location of Traffic Surveys

Origin - Destination studies were conducted at the above locations with the aim to capture traffic pattern and characteristics in various segments of project road from Moradabad to Bareilly. Since Origin Destination Survey was carried on at Toll Plaza location good sample of OD survey was collected. The following photographs show traffic surveys in progress.

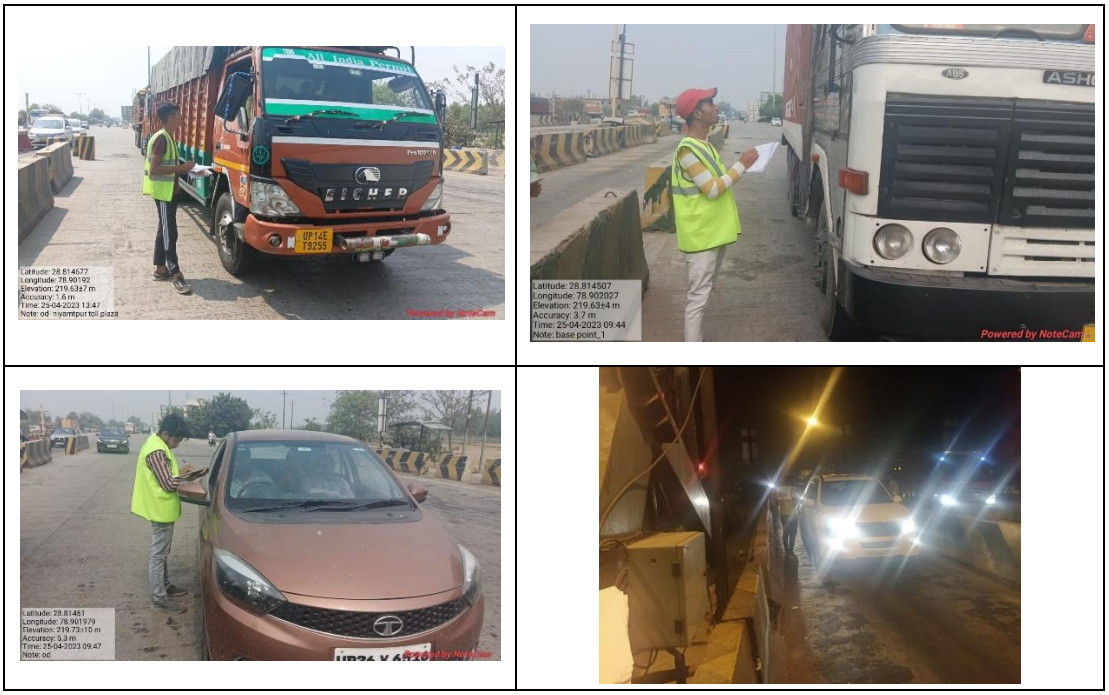


Figure 2-2 : Origin & Destination Traffic Survey @ 172.000



Figure 2-3 : Origin & Destination Traffic Survey @ 228.000

2.2 Classified Traffic Volume

The objective of conducting Classified Traffic Volume Count is to understand the traffic flow pattern and characteristics on a roadway. Fast tag data of traffic at both the toll plaza was made available by client for previous years and current year. Same has been used for traffic analysis and establishing base year traffic. The data is classified as per categories provided in IRC. Such classification is given as below.

Table 2-2 : Vehicle Classification System

Vehicle Type	
Auto Rickshaw	
Passenger Car	Car, Jeep, Taxi & Van (Old / new technology)
Bus	Minibus
	Standard Bus
Truck	Light Goods Vehicle (LCV)
	2 – Axle Truck
	3 Axle Truck (HCV)
	Multi Axle Truck (4-6 Axle)
	Oversized Vehicles (7 or more axles)
Other Vehicles	Agriculture Tractor, Tractor & Trailer, Two-Wheeler, Three-Wheeler

Source - IRC: 64 – 1990

These were then grouped into tollable and non-tollable categories as per Fee Notification of project.

2.3 Origin Destination Survey

In order to understand the travel pattern in the influence area of the project, Origin and Destination (O-D) Surveys were carried out for two days (48 hours) at both the toll plaza locations.

The O-D survey was carried out based on the roadside interview method as described in IRC: 102-1988. Police assistance was arranged at the survey locations for successfully carrying out these surveys. Both passenger and commercial vehicles plying on the project road were stopped on a random sampling basis and interviewed.

Trained enumerators under the supervision of transport engineers collected the trip characteristics using the survey forms designed for this purpose. The O-D survey elicited characteristics like origin, destination, frequency, commodity, length of trip, etc., both for passenger and goods vehicles. The information collected during roadside interviews was analyzed to obtain the influence zone, commodity, pattern of traffic based on a zoning system suitably designed in the study.

2.3.1 Sample Size

As per normal standards and sound engineering practices, 10-15% sample in each category of vehicle is considered as good representative sample on which traffic analysis can be done to arrive at probable traffic patterns on project highway. Since the O-D survey was done at Toll Plaza location in controlled atmosphere good sample size

was achieved. The following table provides sample size. For this projection taken ADT of Year 2022-23 as base year.

Table 2-3 : Sample size for O-D Surveys

Survey Location	Sample Type	OD SAMPLE (48Hrs)	TOTAL ADT (48 Hrs.)	% SAMPLE
Km. 172.000	Goods	3616	11457	31.6%
	Passenger	6715	33585	20.0%
Km. 228.000	Goods	3384	10119	33.5%
	Passenger	4759	20858	22.8%

2.4 Data Analysis

2.4.1 Analysis of Traffic Volume Count

Data collected from the site checked and analyzed with predesigned excel spreadsheet. The various vehicle types having different sizes and characteristics were converted into a single unit called Passenger Car Unit (PCU) for assessing the road capacity and its usage. Passenger Car equivalents for various vehicles are adopted based on recommendations of Indian Road Congress prescribed in "IRC-64-1990: Guidelines for Capacity of Roads in Rural areas". The adopted passenger car unit values (PCU) are presented in ***Table 2-4.***

Table 2-4 : PCU Factors Adopted for Study

Vehicle Type	PCUs
Car	1.0
Minibus	1.5
Standard Bus	3.0
LCV/LGV	1.5
2 Axle Truck	3.0
3 Axle Truck	3.0
MAV	4.5
Auto Rickshaw	1.0
Van/Tempo	1.0
Agriculture Tractor with Trailer	4.5
Agriculture Tractor without Trailer	1.5

Source: IRC: 64-1990

2.4.2 Average Daily Traffic (ADT)

Fast tag data as provided by client has been analyzed and compiled for base year traffic data. As per the toll notification 3 Axle truck and 4-6 Axle MAVs fall in same category and have been provided as one category of MAV in fast tag data.

For the purpose of PCU and growth these numbers have been segregated in following ratio as per details provided by Concessionaire.

- For TP-1: 35% 3 Axle and 65% MAV (4-6 Axle)
- For TP-2: 33% 3 Axle and 67% MAV (4-6 Axle

Seasonal Correction Factor (SCF)

Since only six-month traffic data (from April 2023 to September 2023) is available for year 2023-24, a seasonal correction factor (SCF) has been applied to arrive at Annual Average Daily Traffic (AADT).

It is observed that traffic remains low in this period from April to September due to monsoon and additionally in this year there has been an extended period of "Kanvar Yatra" in this region which also affected traffic negatively. The above factors have been considered while applying seasonal correction factor for AADT. The historic trend of this bi-annual seasonality is shown in the following figure.

Table 2-5 :Bi- Annual Seasonality from historic data.

Years	Car/LMV	LCV/ Minibus	Bus/Truck	MAV	Total Traffic	Total Traffic in PCUs
FY-2017-18	1.01	0.98	1.10	1.13	1.04	1.07
FY-2018-19	1.02	1.05	1.01	1.14	1.04	1.06
FY-2019-20	1.02	0.98	1.01	1.10	1.03	1.04
FY-2020-21	1.20	1.03	1.18	1.16	1.17	1.17
FY-2021-22	1.09	0.98	1.03	1.10	1.07	1.07
FY-2022-23	1.04	0.99	1.01	1.09	1.04	1.04
From 2018 to 2023 (Excluding Covid Period)	**1.03**	**0.99**	**1.03**	**1.11**	**1.04**	**1.06**
Including Covid Period	**1.06**	**1.00**	**1.06**	**1.12**	**1.06**	**1.08**

From the above historic data, it is observed that Bi-annually seasonality factor (PCU) is coming approximately 6% excluding Covid - 19 impacted period. Seasonality including Covid -19 impacted period is 8%. Further to it monthly revenue data from period April 2023- October 2023 is also analyzed. Same is given in table below.

Table 2-6 :Seasonality working from Revenue data of Base Year 2023-24.

Months in FY. 2022-23	Per day Revenue (Rs.)
Apr-23	96,75,157
May-23	98,39,565
Jun-23	1,00,00,587
Jul-23	69,24,779
Aug-23	73,65,774
Sep-23	92,42,945
Average of First 6 months	**88,41,468**
Oct-23	1,01,64,447
Increment in October 2023 as compared to April to September period	**15%**
Average Yearly factor	**7.5%**

From the above it is observed that traffic in the second half of the financial year is normally 12% above the traffic level in the first half of the year. Concessionaire has shared revenue figures of period from April 2023 to October 2023. From which it can be observed that daily revenue has increased to almost 15 % in the second half of the financial year. This pattern is expected to continue this year. This also confirms the seasonality and additional impact of extended period of "**Kanvar Yatra** "in region.

Hence a **Seasonality factor of 7.5 %** is considered to arrive at Annual Average Daily Traffic (AADT) for base year 2023-24.

The following table provides average daily traffic (ADT) at both the toll plazas in the base year 2023-24 is after application of seasonality as discussed above.

Table 2-7 : Total traffic (ADT) at TP-01 of Base Yr.2023-24

Vehicle Type	Tollable Vehicles	Exempt Vehicles	Total AADT (2023-24)	PCU (2023-24)
Car	15466	1343	16809	16809
Minibus/LCV	886	20	906	1359
Bus	1723	4	1727	5181
Truck-2Axle	1568	25	1593	4779
Truck-3Axle	989	6	995	2985
Multi axle (4-6 Axle)	1836	12	1848	8316
Oversized Vehicles	1	0	1	5
Total	**22469**	**1410**	**23879**	**39434**

Above base year is analyzed for modal split of traffic. The modewise distribution of tollable traffic at TP-01 Km 172.000 is illustrated in pie charts below.

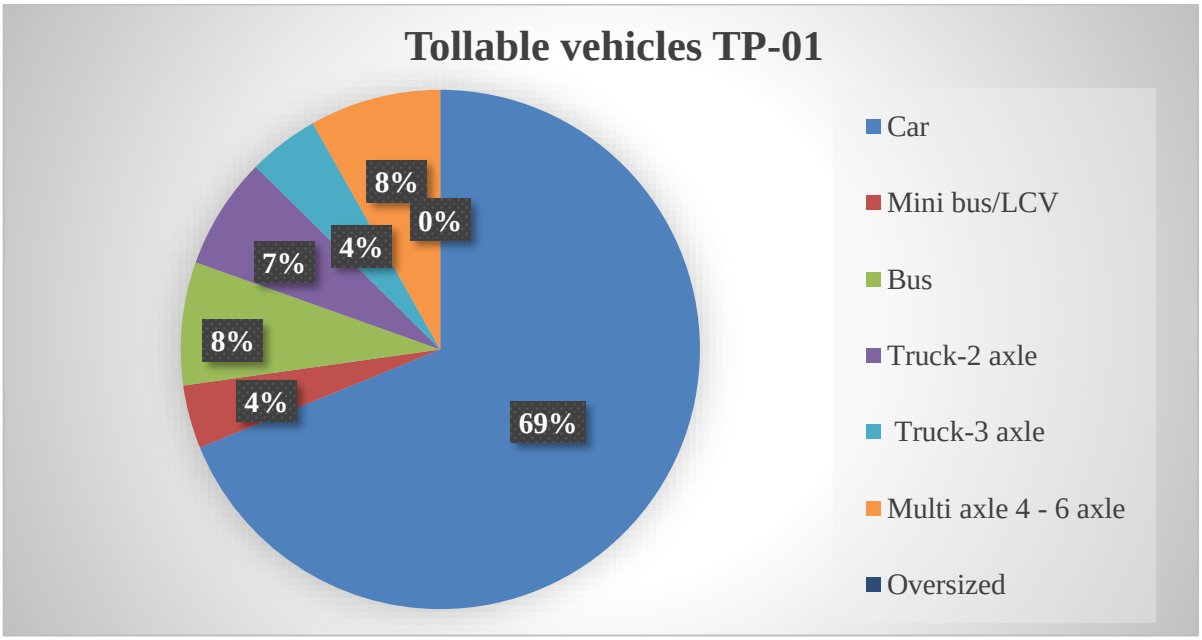


Figure 2-4 Mode wise Composition of Traffic at Km 172.000

Similarly, traffic volume at TP-2 is given as below.

Table 2-8 : Total traffic (ADT) at TP-02 of Base Yr.2023-24

Vehicle Type	Tollable Vehicles	Exempt Vehicles	Total AADT (2023-24)	PCU (2023-24)
Car	8954	821	9775	9775
Minibus/LCV	600	16	616	924
Bus	1210	2	1212	3636
Truck-2Axle	1316	20	1336	4008
Truck-3Axle	937	4	941	2823
Multi axle (4-6 Axle)	1902	9	1911	8600
Oversized Vehicles	1	0	1	5
Total	**14920**	**872**	**15792**	**29771**

Above base year is analyzed for modal split of traffic. The modewise distribution of tollable traffic at TP-02 Km 228.000 is illustrated in pie charts below.

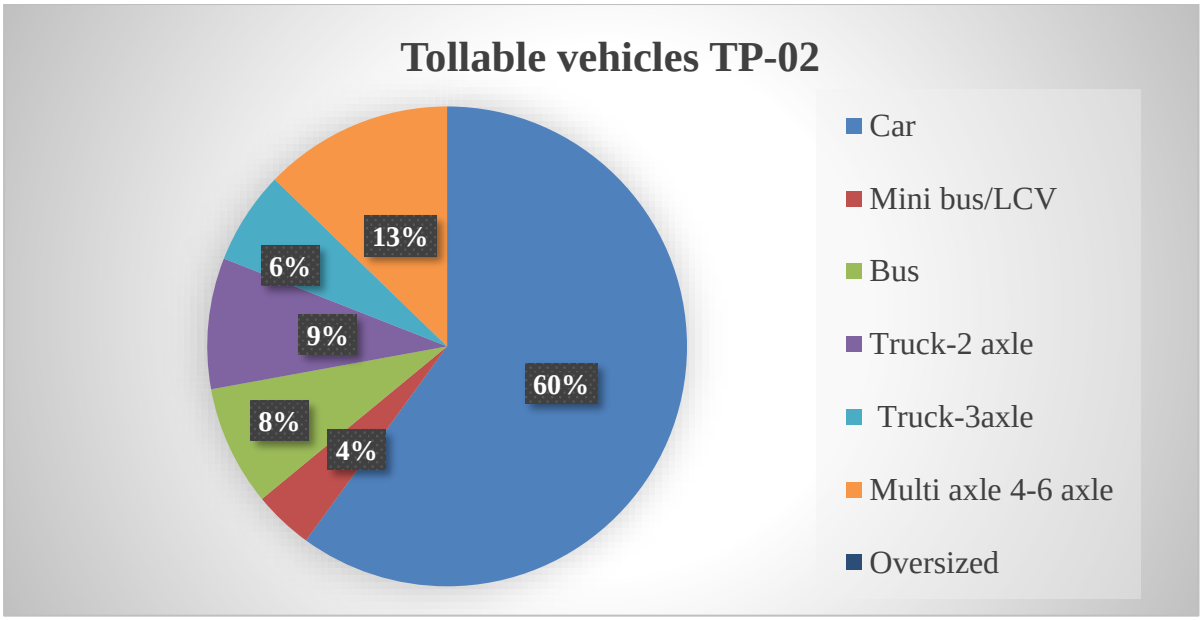


Figure 2-5 Mode wise Composition of Traffic at Km 228.000

It is observed that the share of passengers is higher at TP-1 as compared to TP-2. At TP-1 about 77% of vehicles are passengers (Car + Bus) while at TPT-2 it is 68%. This is due to the fact that some traffic of Haldwani, Rudrapur and Nainital diverts after TP-1.

The following graph shows a comparison of traffic at both the toll plazas.

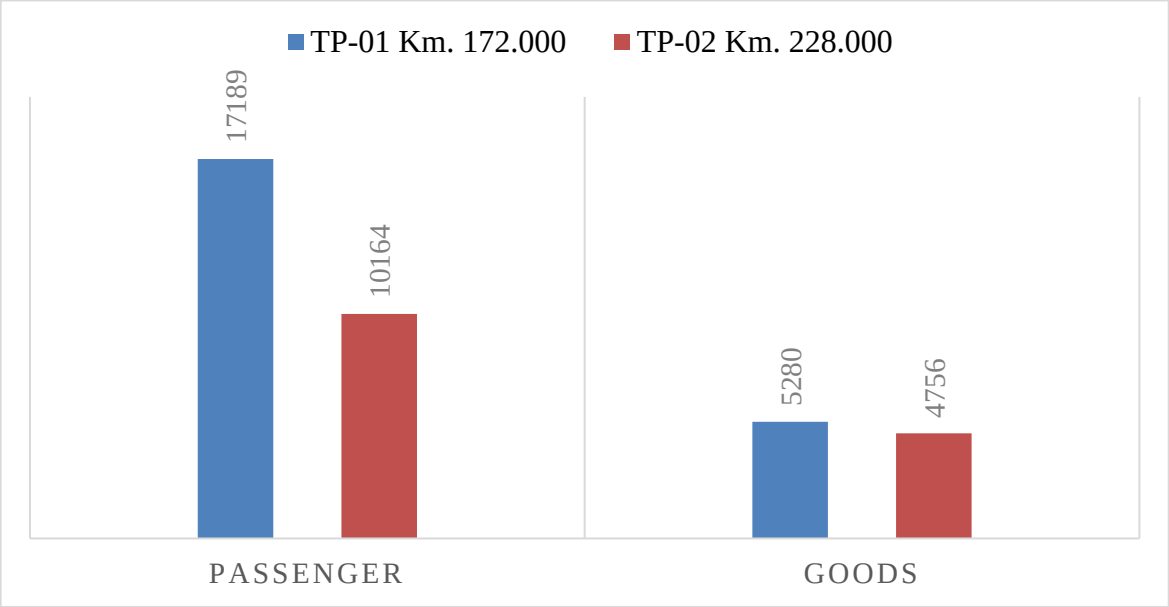


Figure 2-6 Comparison b/w Passenger & Commercial Traffic @ both Toll plazas

It can be observed from above that traffic at first toll plaza which is just before Rampur is higher as compared to second toll plaza. This phenomenon is true for both commercial and passenger traffic. This is due to the fact that traffic going towards Rudrapur, Haldwani, Nainital, Bilaspur diverts from project highway just after Rampur.

2.4.3 PCU Index

PCU index is good indicator of share of commercial and passenger traffic on project road. It is the ratio of total PCU and total number of vehicles on project road. PCU index in excess of 2 indicates dominating commercial traffic share. The following table contains the comparison of PCU Index of both toll plaza locations.

Table 2-9 Comparison of PCU Index of Toll Plaza

LOCATION	ADT	PCU	PCU INDEX
Km. 172.000	23879	39434	1.65
Km. 228.000	15792	29770	1.89

PCU index at all plaza locations is between 1.6 to 2.0 which is another indication of relative dominance of Passenger traffic on project corridor at both Toll Plazas.

2.4.4 Origin - Destination Survey

In order to understand the travel pattern in the influence area of the project, Origin and Destination (O-D) Surveys were carried out. The O-D survey was carried out at both the survey locations as shown in table given previously. At all locations, OD survey was done at existing toll plaza location. Analysis of OD data is done with the help of pivot table and same is presented in this section.

2.4.4.1 Data Validation

The collected data was entered into the computer and checked manually. Incorrect entries were corrected by cross-checking it with original field data sheets. The data was also checked for inconsistencies like OD travel pair within same zone or irrelevant journey pairs.

2.4.4.2 Zoning System

For understanding the spatial dimensions of the trip characteristics of the vehicles interviewed during the O-D survey, a scientifically derived zoning system was adopted.

While defining zone boundaries, the following were considered:

- Important towns and industrial centers along the project corridor.
- Administrative boundaries of district and state.
- Configuration of the project roads in the regional road network with respect to other National Highways.

States were assigned codes from 1 to 100. Location of toll plaza as used as water shed for local codes.

Major cities and urban locations were assigned three-digit codes while local villages along project road were given four-digit codes. Directional logic was built in while assigning the codes to cities and villages.

The following table presents the Zoning System considered in this study.

States before Moradabad	Code
New Delhi	1
Himachal Pradesh	2
Haryana	3
Punjab	4
MadhyaPradesh	5
Gujarat	6
Maharahstra	8
Rajasthan	10
Jammu and Kashmir	23
Karnatka	24
Goa	25

City before Moradabad	Code
Saharanpur	101
Shamli	102
Muzaffarnagar	103
Baghpat/Meerut	104
Bijnor	105
Amroha	106
Hapur	107
Ghaziabad	108
Bulandshaher	109
Mathura	110
Aligarh	111
Hathras	112
Firozabad	113
Chandigarh	114
Haridwar	115
Noida/Delhi	116
Roorkee	117
Ambala	118
Dehradun	119
Agra	120
Meerut	121
Sambhal	122
Gajraula	123
Garhmukteshwar	124
Chandusi	125

City/villages b/w moradabad and TP1	Code
Moradabad	200
Tajpur Mafi	201
Mustafabad	202
Laxmipur	203
Got	204
Dalpatpur	205
Chamraua	206

City/village b/w TP-1 and TP-2	Code
Rampur	301
Haldwani	302
Rudrapur	303
Mundha Pande	304
Seharia	305
Mansurpur	306
Tikatganj	307
Ajitpur	308
Dudai	309
Patti Kalyanpur	310
Shahzad Nagar	311
Dhamora	312
Dinpur	313
Jhunaiya	314
Paighemberpur	315
Loha patti bholanath	316
Milak	317
Meerganj	318
Kalyanpur	319
Dhaneta	320
Sanjarpur	321
Almora	322
Nainital	323
Kashipur	324
Bilaspur	325
Kiccha	326
Baheri,Semi khera	327
Gadharpur	328
Tanakpur	329
Ranikhet/Ramnagar	330
Pittorgarh	331

City/village b/w TP-2 and Bareilly	Code
Khirka	401
Thiriya khetal	402
Fatehganj pashchimi	403
Tiolia	404
Dhantiya,Parsikhera	405
Khan gauntia	406
Bibiyapur	407
Karampur	408
Bilwa	409
Khatola	410
Girdharipur	411
Bhoora	412
Saidpur	413
Shishbagh	414

City after Bareilly	Code
Bareilly	500
Pilibheet	501
Lakhimpur	502
Sitapur	503
Behraich	504
Barabanki	505
Raebareilly	506
Lucknow	507
Unnao	508
Kanpur	511
Fatehpur	512
Hamirpur	513
Mahoba	514
Ayodhya	515
Amethi	516
Pratapgarh	517
Kaushambi	518
Mirzapur	519
Gorakhpur	520
Varansi	521
Sonbhadra	522
Kushingar	523
Deoria	524
Ghazipur	525
Mau	526
Balia	527
Gonda	528
Siddharthnagar	529
Maharajganj	530
Allahbad	531
Shahjahanpur,Tilhar,katra	532
Hardoi	533
Faridpur	534
Badaun	535
Kannauj	536

States After Gorakhpur	Code
Bihar	11
Jharkhand	12
Odisha	13
West bengal	14
Assam	15
Manipur	16
Mizoram	17
Nagaland	18
Meghalaya	19
Tripura	20
Chattisgarh	21
Arunachal Pradesh	22
Telangana/Andhra pradesh	9
Rest of India	26

Country After Gorakhpur	Code
Nepal	1001
Bhutan	1002

Figure 2-7 : OD Coding

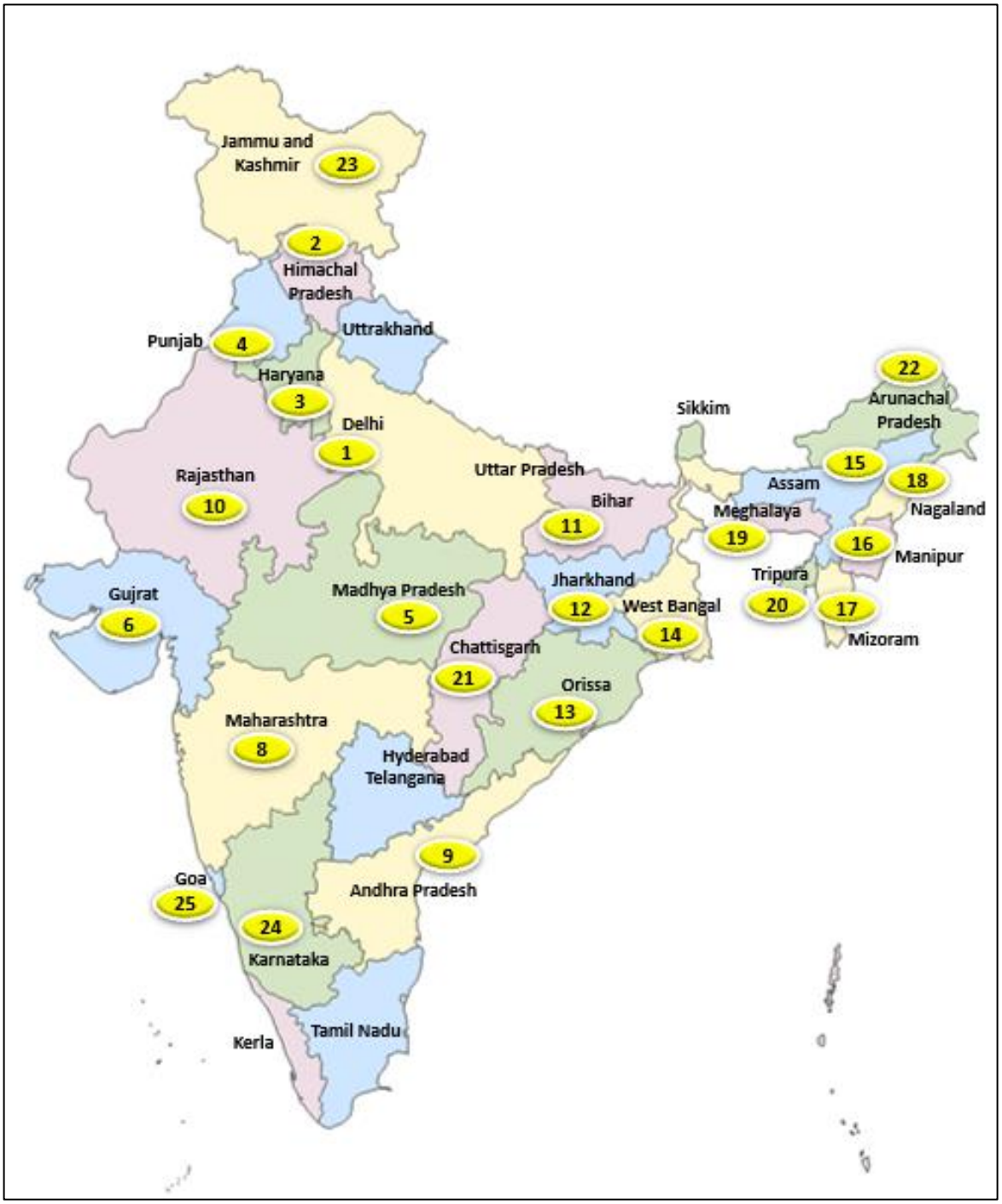


Figure 2-8 : Zoning System for India

Similarly, OD zones for state levels are presented as under.

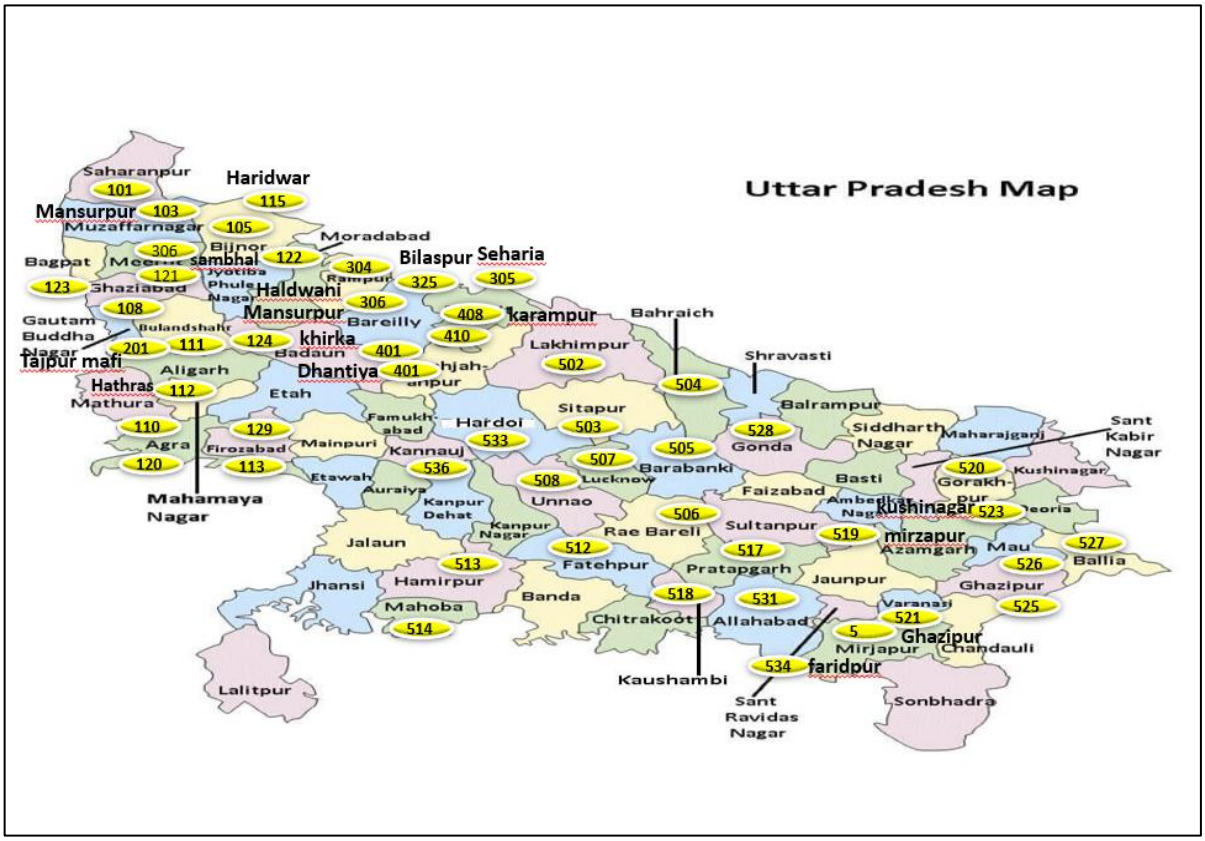


Figure 2-9 : Zoning System for Moradabad-Bareilly

After due verification and sanctity checking, OD survey data was analyzed for important patterns of influence zone share, commodity etc. The same is discussed in the following sections.

2.4.4.3 State Wise Distribution of All Stretches

Vehicles from various states use project road. The share of various states in traffic volume is an important parameter which influences the growth forecast of traffic on project.

The following table shows the state wise and mode wise distribution of vehicles. It can be appreciated that local states dominate share in volume for passenger traffic at both locations with slight variation.

Table 2-10 : State Dominance – Passenger Traffic Toll Plaza -1Km 172.000

State Code	Car	Taxi/jeep	Minibus	Bus
UP	63.46%	61.19%	67.69%	67.28%
UK	13.85%	13.98%	9.23%	17.50%
DL	12.85%	11.61%	9.23%	7.68%
HR	6.46%	9.25%	7.69%	4.41%
PB	0.94%	1.79%	4.62%	1.42%
Rest of India	2.43%	2.17%	1.54%	1.71%
Grand Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**

Table 2-11 : State Dominance – Passenger Traffic Toll Plaza -2Km 228.000

State Code	Car	Taxi/jeep	Minibus	Bus
UP	79.33%	72.36%	85.11%	87.24%
UK	6.05%	6.84%	3.19%	3.50%
DL	7.95%	9.21%	7.45%	4.90%
HR	4.36%	8.02%	3.19%	2.80%
PB	1.14%	2.67%	0.00%	1.05%
Rest of India	1.17%	0.89%	1.06%	1%
Grand Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**

States of Uttarakhand and Uttar Pradesh put together contribute to about 75-80% in car / jeep category. Shares of Uttarakhand and other states fall at toll plaza -2 which is after Rampur from where Uttarakhand traffic goes off the project section through Bilaspur Road.

Similarly, state share of traffic in case of commercial vehicles is given in following table.

Table 2-12 : State Dominance – Commercial Traffic Toll Plaza -1 Km 172.000

State Code	LCV	2-Axle Truck	3-Axle Truck	4-6 Axle
UP	77.82%	61.34%	63.43%	47.87%
DL	6.55%	7.77%	3.17%	2.61%
HR	5.82%	13.89%	16.27%	18.64%
PB	3.27%	6.30%	6.00%	11.14%
UK	2.55%	5.26%	3.28%	4.90%
RJ	1.45%	1.90%	2.40%	5.69%
HP	1.09%	1.38%	1.09%	0.95%
NL	0.36%	0.78%	2.18%	3.32%
Rest of India	1.10%	1.38%	2.19%	4.89%
Grand Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**

Table 2-13 : State Dominance – Commercial Traffic Toll Plaza -2 Km 228.000

State Code	LCV	2-Axle Truck	3-Axle Truck	4-6 Axle
UP	82.31%	68.88%	65.62%	55.39%
DL	7.44%	5.78%	4.27%	3.09%
HR	1.54%	11.23%	11.54%	16.32%
PB	2.56%	5.45%	6.52%	11.97%
UK	5.13%	5.35%	5.02%	4.20%
RJ	0.26%	0.75%	1.63%	1.98%
HP	0.26%	0.96%	1.00%	0.95%
NL	0.00%	1.18%	2.13%	2.69%
Rest of India	0.51%	0.43%	2.26%	3.41%
Grand Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**

Uttar Pradesh is the dominating state in commercial traffic at both the toll plazas. Next important states contribution comes from Delhi, Haryana, and Uttarakhand.

2.4.4.4 Influence Zone Analysis

Intra-Regional (destination within project corridor influence zone) and Regional Traffic:

The growth of traffic on any project corridor is affected by the growth potential of its catchment areas. It is observed that the project road provides connectivity between Delhi NCR, Western Uttar Pradesh, Uttarakhand on one side and Lucknow/ Eastern Uttar Pradesh on other side. For an understandable differentiation, total catchment of project traffic is divided in to following regional areas.

Regional Catchments

1. **North-West** of Moradabad- Including Delhi NCR, West UP, Himachal, J&K, Haryana, Punjab and parts of Rajasthan etc.

2. **North East** side of Project Road- Including Haldwani, Nainital, Rudrapur, etc

3. Eastern Zone – Lucknow, Sitapur, Varanasi, Allahabad, Gorakhpur, West Bengal, Assam and other NE states

4. Local Catchment

Areas between Garhmukteshwar on west and Shahjahanpur on east side are taken as local catchment of project road traffic or the Internal Zone.

The following maps depict these areas for better understanding.

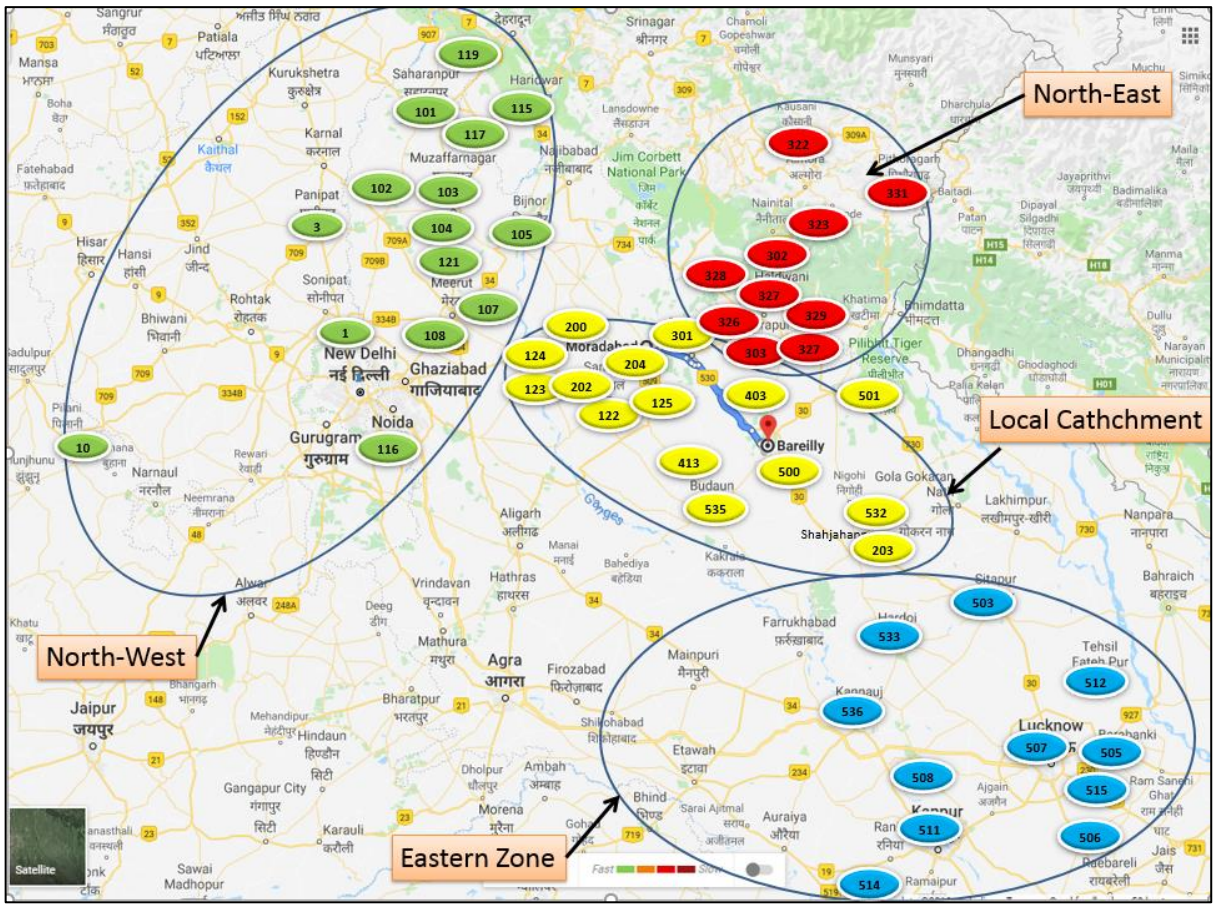


Figure 2-10 : Regional and Local catchment

In order to understand the impact of above influence zones on project road traffic having either origin or destination in particular influence zone was extracted and compared with total sample. In this analysis some traffic would have overlapped in more than one zone. Hence sum total of such shares will be more than 100%. Thus, for ease of understanding such impact share is converted to common denominator of 100% by assigning due weightage in proportion of influence zone share.

The share of influence zone in traffic volume on particular stretch helps in understanding the contributor zones of traffic and adds value in predicting forecast of future traffic growth on corridor. In most cases passenger traffic has limited influence zone and is mostly around stretch. Hence detailed analysis of influence zone is done for commercial traffic only.

The following tables provide share of various origin / destination of commercial traffic in total traffic.

Table 2-14 : Influence zone of Commercial Traffic Toll Plaza -2 Km 228.000

Origin/ Destination	Share traffic (%)
Moradabad	16.4%
Rampur	16.3%
Bareilly	13.8%
New Delhi	8.6%
Ghaziabad	4.0%
Meerut	3.9%
Lucknow	3.5%
Haryana	3.5%
Rudrapur	3.5%
Punjab	2.4%
Amroha	2.0%
Bihar	1.6%
Hapur	1.5%
Sambhal	1.5%
Sitapur	1.5%
Lakhimpur	1.4%
Haridwar	1.4%
Pilibheet	1.3%
Bilaspur	1.0%
Haldwani	1.0%

Table 2-15 : Influence zone of Commercial Traffic Toll Plaza -2 Km 228.000

Origin Destination	Share traffic (%)
Bareilly	25.5%
Moradabad	11.1%
Rampur	8.2%
New Delhi	6.9%
Sitapur	3.8%
Shahjahanpur	3.4%
Ghaziabad	3.4%
Punjab	3.3%
Haryana	3.3%
Lucknow	3.2%
Bihar	2.8%
Milak	2.5%
Meerut	2.2%
Haridwar	2.0%
Behraich	1.2%
Hardoi	1.2%
Pilibheet	1.1%

Traffic contribution of various influence zone as defined above is compiled and same is presented in table below.

Table 2-16 : Summary Influence zone at Toll Plaza -1 Km 172.000

Sr.no	Types of Zones	% of Share
1	North-West	46.9%
2	North- East	8.0%
3	Eastern Zone	8.8%
4	Local Catchment	36.3%
	Total	**100.0%**

Table 2-17 : Summary Influence zone at Toll Plaza -2 Km 228.000

Sr.no	Types of Zones	% of Share
1	North-West	37.9%
2	North-East	4.6%
3	Eastern Zone	13.1%
4	Local Catchment	44.4%
	Total	**100.0%**

The above influence zones and their contributions are marked in the map below for better understanding.

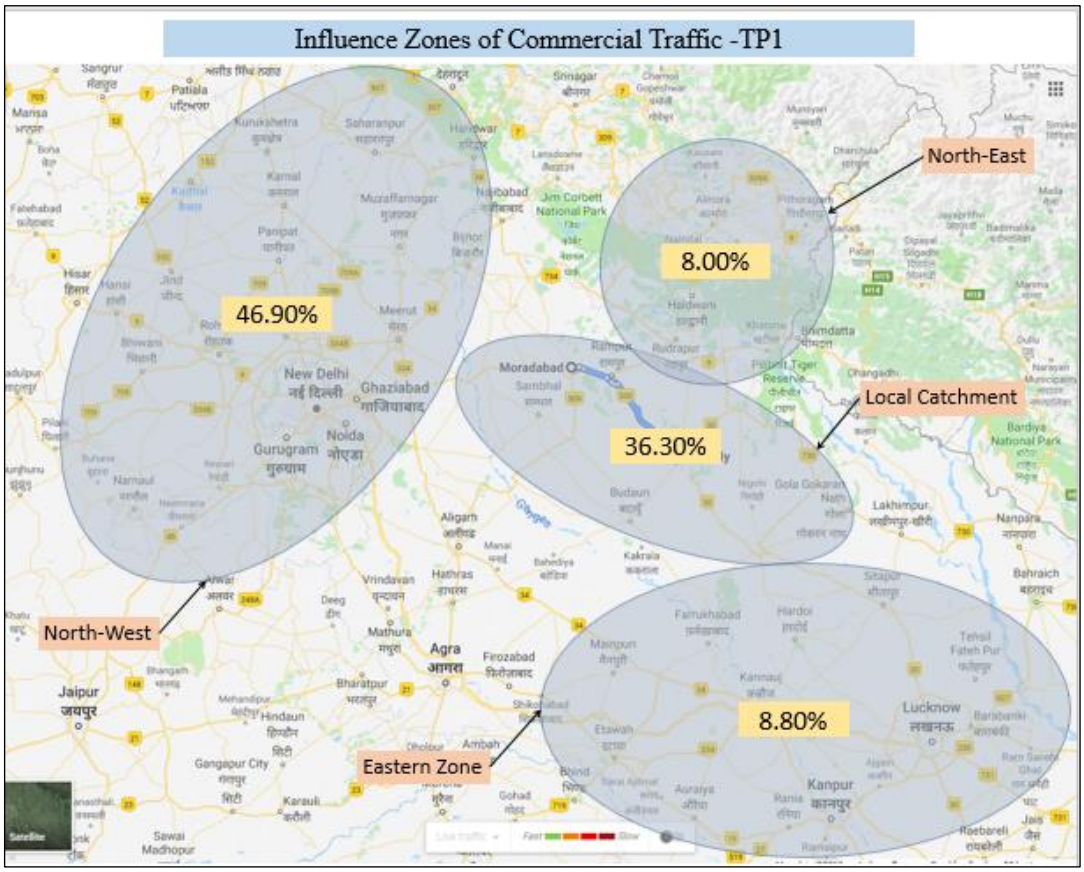


Figure 2-11 Figure 2-12Traffic Influence Area at TP-1

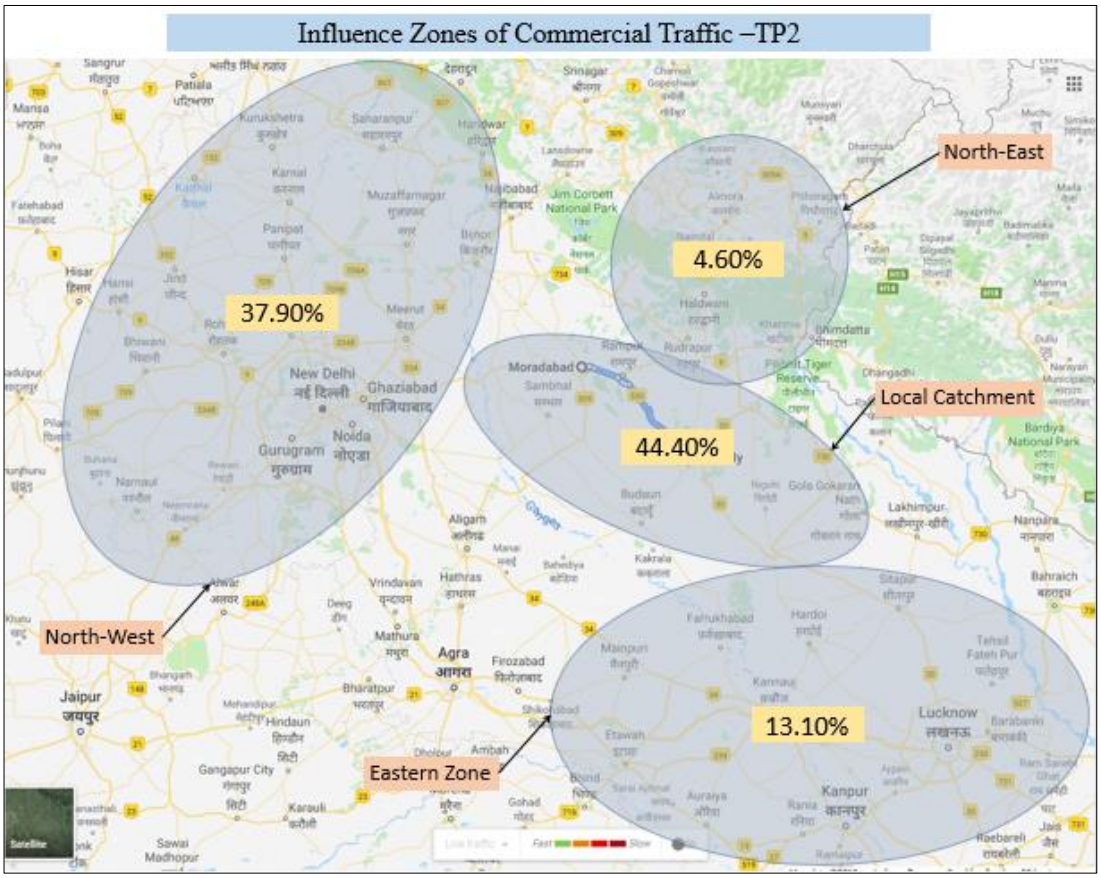


Figure 2-13 Figure 2-14Traffic Influence Area at TP-2

It can be observed that more than 80% of traffic has the influence of North – West and Local Zone which is within boundaries of Delhi NCR and Bareilly. After that major contributions are from Uttarakhand and northeastern zone.

2.4.4.5 OD Pairs

OD pairs provide more specific information about traffic patterns on project corridors. A very high concentration of origin and destination in limited area normally is an indication of presence of major industry and plant.

Major Origin and destination pairs for goods and Passengers for both toll plazas and are given in following Tables.

Table 2-18 Major OD Pair Goods of TP-1Km 172.000

Sr.no	Origin	Destination	%
1	Rampur	Moradabad	7.28%
2	Bareilly	Moradabad	5.11%
3	Moradabad	Rampur	4.79%
4	Rampur	New Delhi	3.53%
5	Lucknow	Moradabad	3.18%
6	New Delhi	Bareilly	3.10%
7	Bareilly	New Delhi	3.00%
8	Moradabad	Bareilly	2.54%
9	Rampur	Ghaziabad	2.17%
10	Bareilly	Ghaziabad	1.50%
11	New Delhi	Rampur	1.47%
12	Punjab	Bareilly	1.45%
13	Rampur	Meerut	1.28%
14	Bareilly	Meerut	1.27%
15	Haryana	Rampur	1.27%
16	Haryana	Bareilly	1.22%
17	Meerut	Bareilly	1.20%
18	Rudrapur	New Delhi	1.17%
19	Ghaziabad	Rampur	1.14%
20	Meerut	Rampur	1.07%

Table 2-19 Major OD Pair Passengers of TP-1Km 172.000

Sr.no	Origin	Destination	%
1	Moradabad	Rampur	7.91%
2	Bareilly	New Delhi	7.64%
3	Rampur	Moradabad	7.53%
4	New Delhi	Bareilly	5.70%
5	Rampur	New Delhi	4.98%
6	Moradabad	Bareilly	4.96%
7	Bareilly	Moradabad	3.70%
8	Haldwani	New Delhi	2.96%
9	New Delhi	Rampur	2.85%
10	New Delhi	Haldwani	2.42%

Sr.no	Origin	Destination	%
11	Ghaziabad	Bareilly	1.73%
12	Meerut	Bareilly	1.66%
13	Rudrapur	New Delhi	1.48%
14	Amroha	Bareilly	1.41%
15	New Delhi	Rudrapur	1.33%
16	Meerut	Rampur	1.31%
17	Pilibheet	New Delhi	1.25%
18	Amroha	Rampur	1.25%
19	Hapur	Rampur	1.23%
20	Moradabad	Haldwani	1.11%

Table 2-20 Major OD Pair Goods of TP-2Km 228.000

Sr.no	Origin	Destination	%
1	Bareilly	New Delhi	7.13%
2	Bareilly	Moradabad	6.19%
3	Moradabad	Bareilly	3.80%
4	Bareilly	Rampur	3.46%
5	New Delhi	Bareilly	3.05%
6	Rampur	Bareilly	2.84%
7	Bareilly	Punjab	2.00%
8	Bareilly	Ghaziabad	1.88%
9	Punjab	Bareilly	1.69%
10	Bareilly	Haryana	1.68%
11	Haryana	Bareilly	1.60%
12	Lucknow	Moradabad	1.59%
13	Punjab	Gonda	1.51%
14	Bihar	Rampur	1.29%
15	Shahjahanpur	Rampur	1.27%
16	Ghaziabad	Sitapur	1.20%
17	Bareilly	Haridwar	1.19%
18	Bareilly	Meerut	1.19%
19	Ghaziabad	Bareilly	1.19%
20	Shahjahanpur	Moradabad	1.18%
21	Moradabad	Lucknow	1.13%
22	Lucknow	Rampur	1.09%

Table 2-21 Major OD Pair Passengers of TP-2Km 228.000

Sr.no	Origin	Destination	%
1	New Delhi	Bareilly	9.31%
2	Bareilly	Bareilly	5.99%
3	Rampur	Bareilly	5.98%
4	Bareilly	Moradabad	5.68%
5	Bareilly	Rampur	5.65%

Sr.no	Origin	Destination	%
6	Moradabad	Bareilly	5.24%
7	New Delhi	Lucknow	3.29%
8	Bareilly	Milak	3.16%
9	Bareilly	Mirganj	2.95%
10	Milak	Bareilly	1.95%
11	Mirganj	Bareilly	1.76%
12	Shahjahanpur	Rampur	1.14%
13	Hapur	Bareilly	1.13%
14	Pilibheet	New Delhi	1.09%
15	Moradabad	Lucknow	1.02%
16	Meerut	Bareilly	1.00%

2.4.4.6 Commodity Share

Commodity share for goods vehicle provides any indication of type of produce vehicles do carry. The following table presents distribution of commodity share in goods traffic.

Table 2-22 Commodity Share for Goods of TP-1Km 172.000.

Commodity Type	LCV	2-Axle Truck	3-Axle Truck	4-6 Axle
Empty	40.36%	37.01%	31.00%	36.65%
Vegetables/ Fruits/ Milk/ Fish	9.09%	12.17%	13.97%	13.43%
Leather	0.00%	0.35%	0.44%	0.08%
Textile Materials/Cotton	0.73%	2.16%	1.75%	1.26%
Drums/Tubes/Cables/Wire	1.82%	0.86%	1.97%	1.03%
Food Grains (Rice/ Wheat/ etc.)	2.55%	2.67%	2.73%	4.27%
Sand/Cement/Aggregate/Steel/ Brick/ Tiles	2.91%	2.42%	3.06%	2.53%
Rubber/Wood/Tyre	8.00%	6.64%	6.55%	7.35%
Paint/Dyes	0.00%	0.17%	0.00%	0.00%
Fibre	0.00%	0.00%	0.00%	0.00%
Iron Coils	7.64%	9.66%	8.84%	7.90%
Petrol/ Diesel/Gas/LPG/Sulphur	2.91%	5.95%	5.79%	8.29%
Machines	0.00%	0.26%	0.44%	0.16%
Container	0.00%	0.52%	1.20%	1.34%
Pipe/Plastic	5.82%	3.62%	4.37%	3.32%
Chemicals & Fertilisers	0.36%	1.73%	1.86%	0.87%
Finished Consumer Goods (Electronic, Bikes, Fans etc)	4.73%	5.26%	6.22%	6.32%
Industrial Goods (Alloy/Steel)	0.36%	0.86%	0.11%	0.24%
Others	12.73%	7.68%	9.72%	4.98%
Grand Total	**100%**	**100%**	**100%**	**100%**

Table 2-23 Commodity Share for Goods of TP-2Km 228.000.

Commodity Type	LCV	2-Axle Truck	3-Axle Truck	4-6 Axle
Empty	38.21%	36.58%	36.01%	27.26%
Vegetables/ Fruits/ Milk/ Fish	25.90%	20.11%	22.08%	20.68%
Leather	0.00%	0.00%	0.00%	0.00%
Textile Materials/Cotton	2.82%	3.53%	3.01%	2.38%
Drums/Tubes/Cables/Wire	0.00%	0.86%	0.50%	0.55%
Food Grains (Rice/ Wheat/ etc.)	7.69%	8.34%	7.90%	9.83%
Sand/Cement/Aggregate/Steel/ Brick/ Tiles	1.54%	4.71%	3.64%	3.65%
Rubber/Wood/Tyre	3.85%	3.96%	4.77%	7.69%
Paint/Dyes	0.00%	0.00%	0.00%	0.00%
Fibre	0.00%	0.00%	0.00%	0.16%
Iron Coils	3.59%	3.85%	4.77%	5.55%
Petrol/ Diesel/Gas/LPG/Sulphur	0.77%	0.64%	1.51%	2.77%
Machines	0.00%	0.43%	0.00%	0.00%
Container	0.00%	0.00%	0.00%	0.00%
Pipe/Plastic	1.79%	1.28%	2.38%	3.49%
Chemicals & Fertilisers	1.03%	0.75%	0.13%	0.16%
Finished Consumer Goods (Electronic, Bikes, Fans etc)	2.56%	1.50%	1.88%	1.82%
Industrial Goods (Alloy/Steel)	0.26%	0.11%	0.25%	0.08%
Others	10.00%	13.37%	11.17%	13.95%
Grand Total	**100%**	**100%**	**100%**	**100%**

About 35% - 40% percent commercial traffic is recording empty trips. This indicates dominance of local zones where results in shorter trips. Most dominant commodity is food grain and vegetables / fruits which again confirms the domination of local nature of commodity transportation.

2.4.4.7 Trip frequency distributions on project stretch

Historical trip frequency data has been made available by concessionaire. Same has been relied on for finalizing trip frequencies. OD data has also been analyzed for finding trend of trip frequency. OD data is collected through random sample basis and is heavily dependent on accuracy of information provided by driver. Being a human interface it potential of inconsistency. Since reliable historical trip frequency data is available in fast tag data, the same has been used.

The following table shows trip frequency distribution arrived on the basis of fast tag data made available by concessionaire.

Table 2-24 Trip Frequency Distribution at TP1- Km 172.000

Vehicle Type	Single	Return	Overload	Monthly Pass	Local Monthly Pass	Exempt	Total
Car	39%	39%	0.0%	0.0%	14%	8%	100%
Minibus/LCV	54%	43%	0.7%	0.0%	0%	2%	100%
Bus	14%	85%	0.0%	0.0%	0%	0%	100%
Truck-2 Axle	75%	23%	0.4%	0.0%	0%	2%	100%
Multi axle (including Truck -3Axle)	89%	10%	0.2%	0.0%	0%	0%	100%
Oversized Vehicles	87%	13%	0.0%	0.0%	0%	0%	100%

Table 2-25 Trip Frequency Distribution at TP2- Km 228.000

Vehicle Type	Single	Return	Overload	Monthly Pass	Local Monthly Pass	Exempt	Total
Car	34%	40%	0%	0%	18%	8%	100%
Minibus/LCV	59%	38%	1%	1%	0%	2%	100%
Bus	18%	82%	0%	0%	0%	0%	100%
Truck-2 Axle	80%	18%	0%	0%	0%	2%	100%
Multi axle (including Truck -3Axle)	86%	13%	0%	0%	0%	0%	100%
Oversized Vehicles	79%	21%	0%	0%	0%	0%	100%

It can be seen from above that in category of car, LCV and buses there is substantial traffic taking a return trip. This confirms the dominance of local trips in travel patterns.

The above details are used for segmentation of traffic for revenue calculations.

2.5 Competing Road Network Analysis

Project road is section of NH 24 which starts from Km 1480.000 (Pakbara, at beginning of Moradabad Bypass) and ends after Bareilly Bypass at Km 262.000 (End of Bareilly Bypass) in the state of Uttar Pradesh. A detailed site visit was done to understand the potential of competing road networks. The following figure shows the project road in regional context.

Moradabad – Bareilly section of NH-24 is the most suitable link for the traffic from west Uttar Pradesh and eastern part of Delhi NCR to east UP and then further towards Bihar and north east part of country. As can be observed from the map there is no competing road on north side of project road. However, there are few local village

roads and state highways which can form a sort of competing road network for project corridor. Competing road networks have been discussed in two categories.

1. Competing Road – A road forming alternate alignment for considerable part of project corridor and avoiding at least one toll plaza.

2. Leakage road- A short detour of small road for avoiding toll plaza.

2.1.1.1 Local Competing Roads

The following figure shows network of local competing roads.

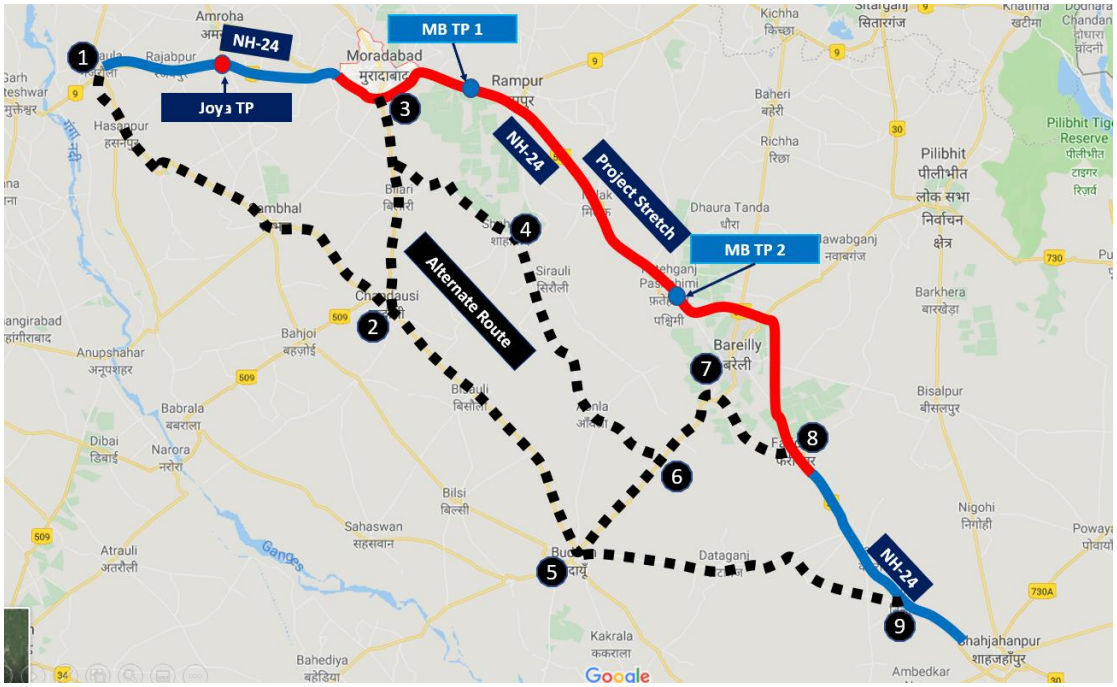


Figure 2-15Alternate routes Local Between Moradabad and Bareilly

The following three major alternate roads can thus be considered for analysis.

1. Alternate route – 1-2-5-9: This is a combination of SH-51, 69 and SH-43. The road starts from Gajraula and then joins project stretch of NH-24 at Tilhar. This becomes alternate route to project stretch and NH-24 section from Gajraula – Moradabad – Rampur- Bareilly- Tilhar.

Mostly traffic on this stretch goes to Hathras Kasganj Sikandrarao Etah which diverts from Badaun. other traffic on this stretch is local and goes to Sambhal, Chandusi, Bahjoi and Badaun.

On local inquiry with drivers and people on this stretch it was observed that traffic of Shahjahanpur to Delhi does not pass through this stretch. It is a two-lane carriageway passing through cities like Gajraula, Sambhal, Chandusi, Badaun, Dataganj. Most part from Gajraula to Chandusi are in a very poor condition stretch is bituminous. Condition of road from Chandusi to Badaun is fair and after Badaun up to Dataganj carriageway is two lane and condition of road is good . Condition of Dataganj to Tilhar is poor and the road is of two lane configuration.




Gajraula to Hasanpur




Hasanpur to Sambhal




Sambhal to Chandusi




Chandusi to Badaun

Figure 2-16 : Condition of Alternate Road from Gajraula to Tilhar (Shahjahanpur)

The length of this route from Gajraula to Shahjahanpur is about 235 km which is comparable to length of road via project form Gajraula to Shahjahanpur, but the time taken via alternate route is about 2.5 Hrs. more.

It was observed that this route is mostly taken by local LCV traffic which have short trips and value of commodity is not high. Other long distance commercial traffic does not take this route due to poor condition, congestion at number of locations and unsafe or no service condition on alternate route.

2. Alternate route – 3-4-6-7/9: This is combination village roads from Pakbara to Kundarki- Shahabad- Ambala. This joins Badaun Bareilly road at Bhamora. The condition of this road is poor. In most sections it is intermediate lane. This is mostly suited for local light traffic. It was observed that LCV and cars use this road for most sections. The following photographs show condition of this road.

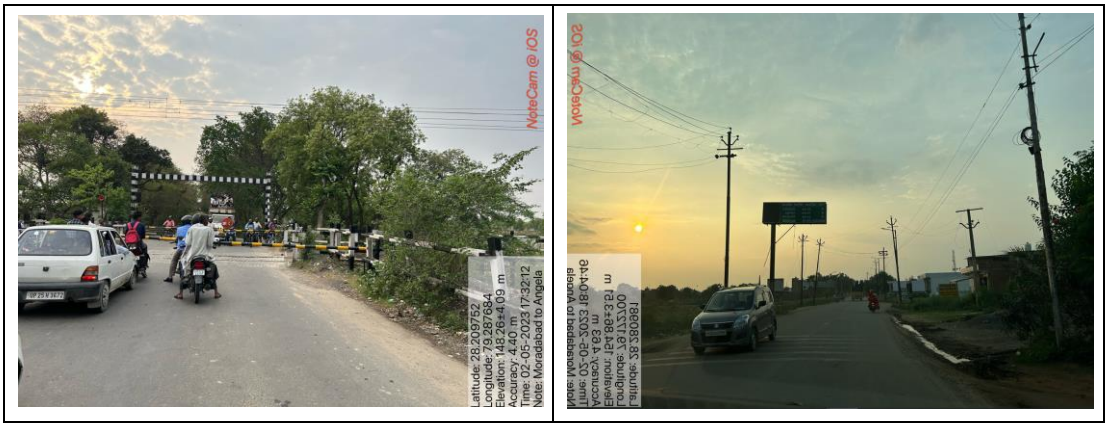


Figure 2-17 : Condition of Alternate Road from Moradabad to Bareilly

As such there is no infrastructure for traffic support and at night the road becomes deserted. There are villages on the routes through which road passes in narrow streets. Thus, commercial vehicles 2 Axle and above would not prefer this route over NH-24. However certain number of local LCV between Moradabad and Bareilly use this road to avoid toll. Length of road between Moradabad and Bareilly for both project road and alternate route is similar as 105 km approx. But due to poor condition of road, congestion on the way, absence of any traffic support infrastructure and somehow hostile conditions of rural areas, long distance commercial traffic does not use this road.

The following table summarizes comparison of length, travel time and toll on project road and alternate route.

Table 2-26 Summary of local competing road and alternate routes

Sr. No	Stretch Between	Route	Time	Distance	Lane	Condition
1	Gajraula-Shahjahanpur	Sambhal-Budaun-Tihar	6 h 39 min	234 km	Two Lane	Poor
	Gajraula-Shahjahanpur	Moradabad-Rampur Via Project Road	4 h 16 min	235 km	Four Lane	Good

Sr. No	Stretch Between	Route	Time	Distance	Lane	Condition
2	Moradabad-Bareilly	Rampur Via Project Road	1 h 46 min	104 km	Four Lane	Good
	Moradabad-Bareilly	Pakbara - shahabad-Aonla-Devchara	3 h 26 min	125 km	Two Lane	Poor

Project road has been under toll operation for last 8 years hence it is expected that the impact of these local roads, if any, must have already happened on traffic and any further impact on project traffic is not envisaged due to above local competing road.

2.5.3.1 Regional Competing Roads

Uttar Pradesh Expressways Industrial Development Authority (UPEIDA) is constructing **Ganga Expressway** which is a greenfield expressway connecting Meerut and Prayagraj. The project is awarded, and it is expected that it will be put into commercial operation in year 2025-26.

The following Figure shows alignment of Ganga Expressway in comparison to project stretch.

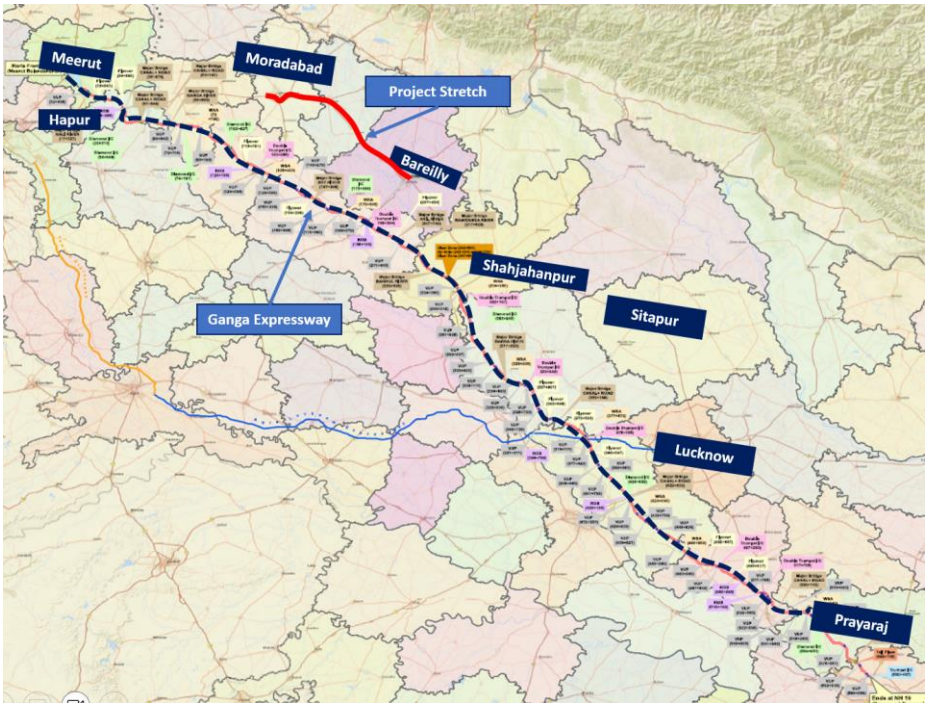


Figure 2-18 : Alignment of Ganga Expressway

It can be observed from above that Ganga Expressway can be a competing route for comercial traffic between Delhi NCR, Haryana, Punjab, Part of Uttarakhand around Haridwar on north side and Shahjahanpur, Sitapur, Lucknow, Varanasi, Prayagraj, Bihar, Bengal on east side. It has been observed in OD analysis that most of the commercial traffc on project road is local in nature however there is certain volume of traffic between these OD pairs which is potential to divert on Ganga Expressway. A cost analysis of both route is done for above pairs and same is presented in table given

below. It is noteworthy that Toll on Ganga Expressway is substantially high as compared to National Highways which is a immediate cash out component of total travel cost. Hence this diversion analysis on Vehicle Operating Cost would be slightly aggressive on diversion numbers. Folowing table shows route length and toll comparision for such pairs. It is assumed that all traffic from north would embark on Ganga Expressway from Hapur. Since only long distance vehicles would be under impact of this diversion hence analysis of 4-6 Axle vehicle is done for potential diversion. Following table shows comparison of length of various potential destinations from Hapur.

Table 2-27 Summary of Route Length of competing road

Destination from Hapur	Ganga Expressway (km)	Connector Route (km)	Total by using Competing Route (km)	Project Route (km)
Shahjahanpur	219.92	34.2	254.12	284
Sitapur	311.46	81.1	392.56	372
Hardoi	273.83	32.1	305.93	344
Lucknow	343.88	71.5	415.38	461
Banaras	566.18	130	696.18	777
Prayagraj	566.18	19.9	586.08	672

A diversion analysis for above pair is done and summary of diversion analysis is given in table below. It is expected that Ganga Expressway would be put into operation in year 2025-26, hence current divertable numbers have been excalated to relevant growth.

Table 2-28 Summary of Diversion analysis

For TP-01

Total OD Sample (4-6 Axle)	Potential Diverted Traffic (OD)	% of Diverted Traffic (OD)	Total ADT (4 - 6 axle)	No. potential vehicle diverted	% of Diversion on Competing Route	Total Divertible traffic on Competing route (Yr.22-23)	Total Divertible traffic on Competing route (Yr.25-26)
1266	47	3.71%	3102	115	95.40%	110	125

For TP-02

Total OD Sample (4-6 Axle)	Potential Diverted Traffic (OD)	% of Diverted Traffic (OD)	Total ADT (4 - 6 axle)	No. potential vehicle diverted	% of Diversion on Competing Route	Total Divertible traffic on Competing route (Yr.22-23)	Total Divertible traffic on Competing route (Yr.25-26)
1262	61	4.83%	3148	152	95.40%	145	165

Above diversion has been considered while working traffic forecast and revenue estimation for horizon years. Since impact of Ganga Expressway will be same on both the

Toll Plaza. Hence higher number of vehicles diversion (165) on Ganga Expressway has been taken.

2.5.3.2 Local Toll Plaza Leakage Road

There are few local detours around toll plazas through which light traffic can escape toll plaza. All of these pass-through the village and have very tight corners. Hence the passing of commercial vehicles is not possible through these routes. Local cars which have knowledge of these routes attempt to escape toll via these routes. These are discussed as under.

There are two possible leakage roads by which one can escape toll plaza 1 at Niyamatpur.

Following map shows these leakage roads for TP-1

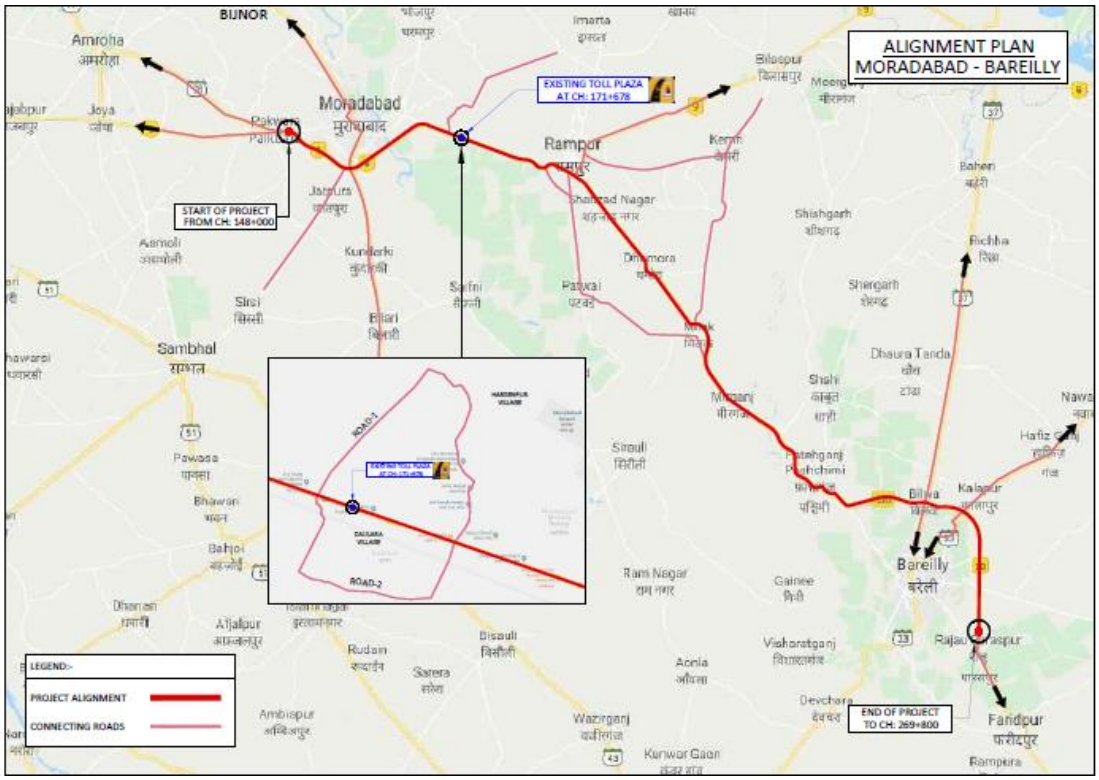


Figure 2-19 : Possible leakage roads at TP-1

The first road by which light traffic can escape Niyamatpur passes through villages. Width of carriageway is about 3.5 m. Villagers oppose passes of vehicles via these roads and only local cars which are familiar, do pass the village road. Condition of this leakage road is shown on following photographs.



Figure 2-20 : Condition of first leakage roads at TP-1

The Second leakage involves crossing of railway line through level and passes through Dalpatpur village. Only local cars and LCV used to run through this route width of road is only 3.5 m and condition of pavement is very poor. In certain parts the road is metaled only. The following photographs show the condition of this road.



Figure 2-21 : Possible second leakage roads at TP-1

Moreover, Toll operator, with the help of villagers, have posted his manpower for checking this road as escape road for non-local traffic.

Leakage roads Triya khetal toll plaza TP-2

There are three possible escape routes which can bypass toll plaza -2 at Triya Khetal.

1. Dhaneta Fatak- Shahi- Fatehganj road
2. Local village road on east side

Following figure show alignment of these roads.

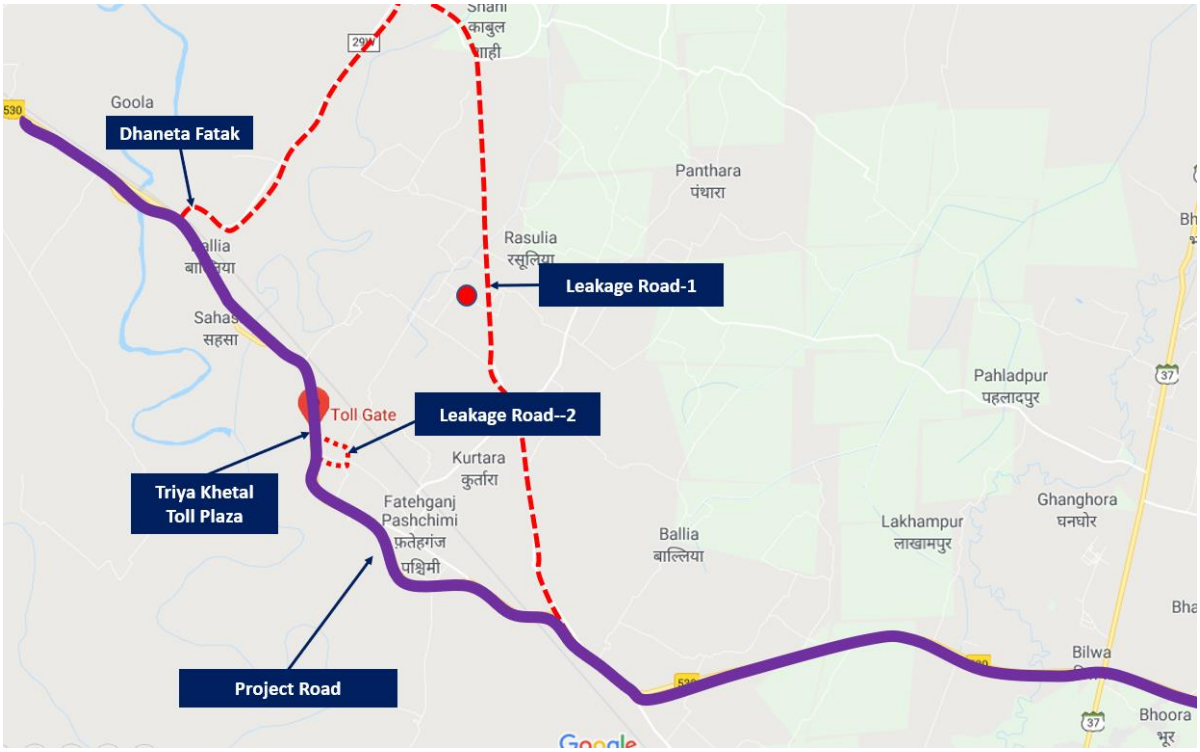


Figure 2-22 : Possible leakage roads at TP-2

1. Dhaneta Fatak- sahi road It is a two-lane road and is a bituminous road and total length of this stretch is nearly 23 km against 12.5 km length via project road. It starts with a level crossing at Dhaneta. This road passes through Shahi village. Condition of road is poor in stretches. On inquiry it was revealed that concessionaire started collecting 10-time toll from overloaded trucks then some of the trucks used this road to avoid fine. Now a days this even overloaded trucks do not use this as concessionaire has abandoned scheme of 10 time fine. Moreover width, geometry and specification of road is not suitable for multi axle commercial vehicle. Hence the impact of this on project traffic has little potential. The following photographs show the typical condition of this road.



Figure 2-23 : Condition of Leakage Route-1 at TP-2

The second competing road of Triyakhetal toll plaza is mostly earthen and there is only 200 m bituminous road. There is only 3.5m available width of carriageway. Some part of this stretch passes through villages. This road also can be used by familiar local cars only. Commercial vehicles cannot use the road because of the poor condition of the road and tight corners through the village.

There is a stop board sign on the entrance of this road and a guard appointed by Concessionaire to stop vehicles using this road for escaping toll gate. The following photograph depicts the condition of this leakage road.





Figure 2-24 : Condition of leakage route-2 at TP-2

In light of above discussion any further diversion of project traffic on such local raods is not envisaged.

CHAPTER 3
TRAFFIC FORECAST

3.1 Introduction

Traffic growth is a result of the interplay of a number of contributory factors such as National economy, Government policy, socio-economic conditions of the people, and changes in land uses along the project corridor precincts etc. Further these factors have uncertainties associated with them. Forecasts of traffic have, therefore, to be dependent on the forecasts of factors such as population, gross domestic product (GDP), vehicle ownership, per capita income (PCI), agricultural output, fuel consumption etc. Future patterns of change in these factors can be estimated with only a limited degree of accuracy and hence the forecasting of future traffic levels cannot be precise.

The following section deals with methods, techniques, and considerations used in traffic forecast for the project under study.

3.3.1 Trend Analysis

Time series data of vehicle Registered in state of concerned states is taken from respective authorized websites and the same is used as the base data for analysis of growth.

Growth of vehicle traffic depends on the type of vehicle. Traffic growth on any highway typically depends on number of economic parameters like

- Per Capita Income
- Net State Domestic Product (NSDP)
- Population

Elasticity model of growth projection is one of the most widely acceptable methods for traffic forecast. Same is recommended in **IRC: 108-2015-Guidelines for Traffic Prediction on Rural Highways**.

The following can be pair of vehicle type and independent variable for elasticity modeling of growth.

- Car / Jeep – Par Capita Income
- Bus / Minibus – Population
- Goods Vehicle – NSDP

Same is used in analysis below.

3.3.2 Estimation of Traffic Demand Elasticity

The elasticity of traffic demand is defined as the rate at which traffic intensity varies due to change in the corresponding indicator selected. Hence, in order to estimate the elasticity of traffic demand, it is necessary to establish the relationship between the growth in number of given categories of vehicle with one of the economic variables considered, such as NSDP, per capita income and population growth.

As per **IRC: 108-2015** the model for estimating elasticity index for the project corridor is of the following form and is as given below:

Log (P) = k x Log (EI) + A

Where,

P = Number of Vehicles (Mode wise)

EI = Economic Indicator

A = Regression constant

k = Elasticity coefficient (Regression coefficient)

The elasticity for cars and bus (passenger vehicles) is calculated based on the Population and Per Capita Domestic Product (PCDP) and the elasticity for trucks is calculated based on the Net State Domestic Product (NSDP).

As observed in OD analysis, the project stretch has a share of traffic from mainly two states of Uttar Pradesh and Haryana and some traffic from Punjab, Delhi and Uttarakhand. Hence regression of dependent variable and traffic has been done for these five states. The following tables and graphs present a summary of elasticity model of growth for project corridor.

Table 3-1 : Per Capita Income Vs. Car- Uttar Pradesh

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2011	32002	1108100	4.51	6.04		
2012	32908	1205374	4.52	6.08	3%	
2013	34044	1423020	4.53	6.15	3%	
2014	34583	1572217	4.54	6.20	2%	
2015	36973	1746117	4.57	6.24	7%	
2016	40847	2027972	4.61	6.31	10%	
2017	41832	2195783	4.62	6.34	2%	
2018	43670	2439845	4.64	6.39	4%	4.6%

Regression analysis of above is given in following figure.

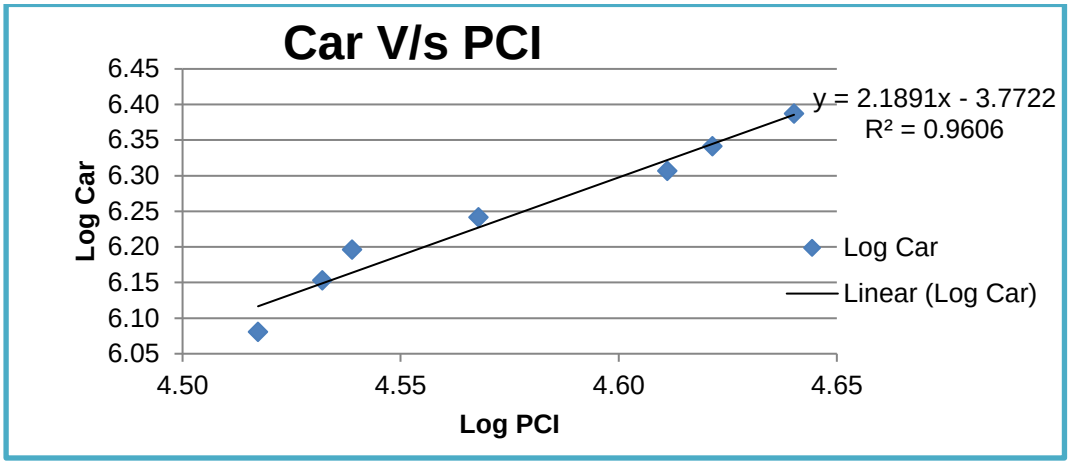


Figure 3-1 : Regression Analysis Car Vs. PCI Uttar Pradesh

Table 3-2 : Population Vs. Bus- Uttar Pradesh

Year	Population	Buses	Log Pop	Log Bus	Pop Growth	Average Growth
2011	199812000	57901	8.30	4.76		
2012	203670000	64147	8.31	4.81	2%	
2013	206322000	74389	8.31	4.87	1%	
2014	209577000	80460	8.32	4.91	2%	
2015	212832000	89127	8.33	4.95	2%	
2016	216870000	112020	8.34	5.05	2%	
2017	219510000	112766	8.34	5.05	1%	
2018	222150000	121975	8.35	5.09	1%	1.5%

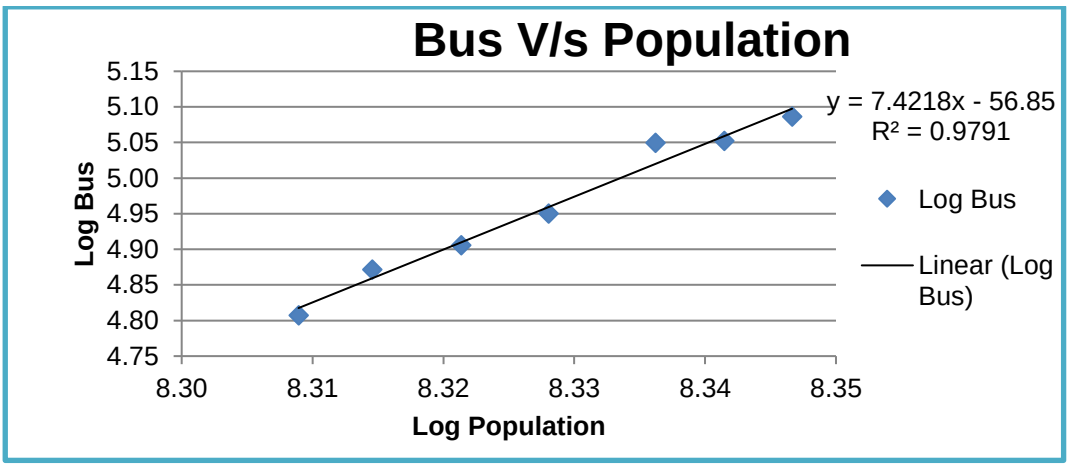


Figure 3-2 : Regression Analysis Population Vs. Bus Uttar Pradesh

Table 3-3 : NSDP Vs. Truck- Uttar Pradesh

Year	NSDP	Trucks	Log NDSP	Log Truck	NSDP Growth	Average Growth (5 Year)
2011	64513155	162813	7.81	5.21		
2012	67355218	186404	7.83	5.27	4%	
2013	70746910	202761	7.85	5.31	5%	
2014	72968630	217609	7.86	5.34	3%	
2015	79204874	245688	7.90	5.39	9%	
2016	88845325	265167	7.95	5.42	12%	
2017	92380571	307096	7.97	5.49	4%	
2018	97915937	356828	7.99	5.55	6%	6.2%

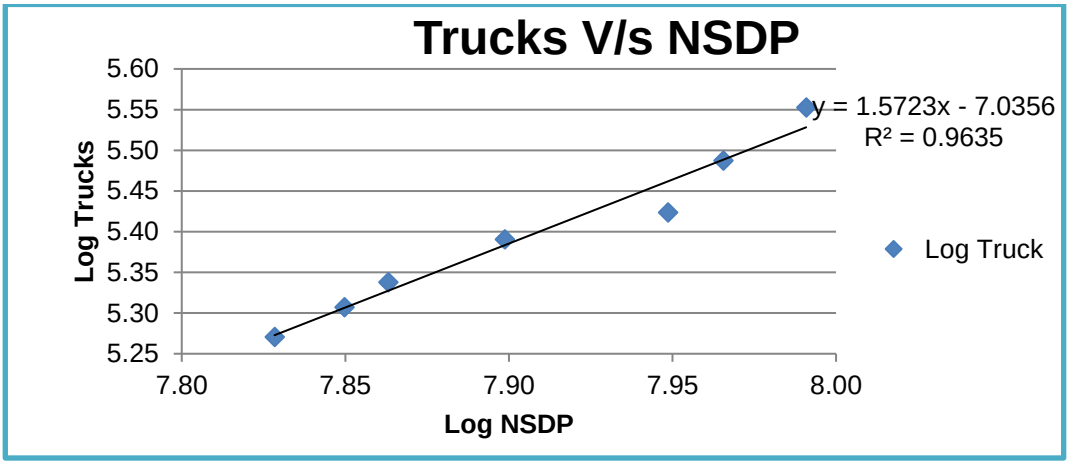


Figure 3-3 : Regression Analysis NSDP Vs. Truck Uttar Pradesh

Summary of regression analysis for elasticity and growth estimation for Uttar Pradesh are given in following table.

Table 3-4 : Summary Regression Analysis- Uttar Pradesh

State	Vehicle Category	Independent Variable	Regression Equation	R Square	Elasticity Coefficient (y)	Average IV Growth (5yrs)	Growth Elastic Model	Remarks
UTTAR PRADESH	Car/Jeep	PCI	y = 2.1891x - - 3.7722	R^2 = 0.9606	2.2	5%	10.03%	Good Regression
	Bus	Population	y = 7.4218x - - 56.85	R^2 = 0.9791	7.4	2%	11.32%	Good Regression
	Truck	NSDP	y = 1.5723x - - 7.0356	R^2 = 0.9635	1.6	6%	9.72%	Good Regression

Similarly, regression tables and graphs of economic model for Haryana are given as below.

Table 3-5 : Per Capita Income Vs. Car- Haryana

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2011	106085	989519	5.03	6.00		
2012	111780	1134616	5.05	6.05	5%	
2013	119791	1278272	5.08	6.11	7%	
2014	125032	1420621	5.10	6.15	4%	
2015	137833	1711692	5.14	6.23	10%	
2016	150259	1851788	5.18	6.27	9%	
2017	158039	1996788	5.20	6.30	5%	
2018	164976	2141788	5.22	6.33	4%	6.5%

Regression analysis of above is given in following figure.

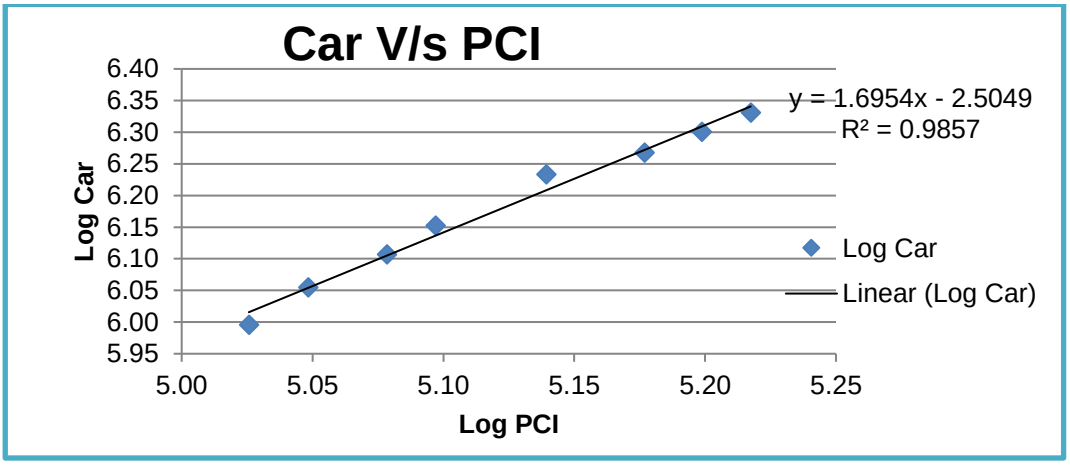


Figure 3-4 : Regression Analysis Car Vs. PCI Haryana

Table 3-6 : Population Vs. Bus- Haryana

Year	Population	Buses	Log Pop	Log Bus	Pop Growth	Average Growth
2011	25351000	39153	7.40	4.59		
2012	25772000	43456	7.41	4.64	2%	
2013	26193000	46558	7.42	4.67	2%	
2014	26614000	52640	7.43	4.72	2%	
2015	27034000	55781	7.43	4.75	2%	
2016	27455000	60129	7.44	4.78	2%	

Year	Population	Buses	Log Pop	Log Bus	Pop Growth	Average Growth
2017	27861000	59826	7.44	4.78	1%	
2018	28266000	62594	7.45	4.80	1%	1.6%

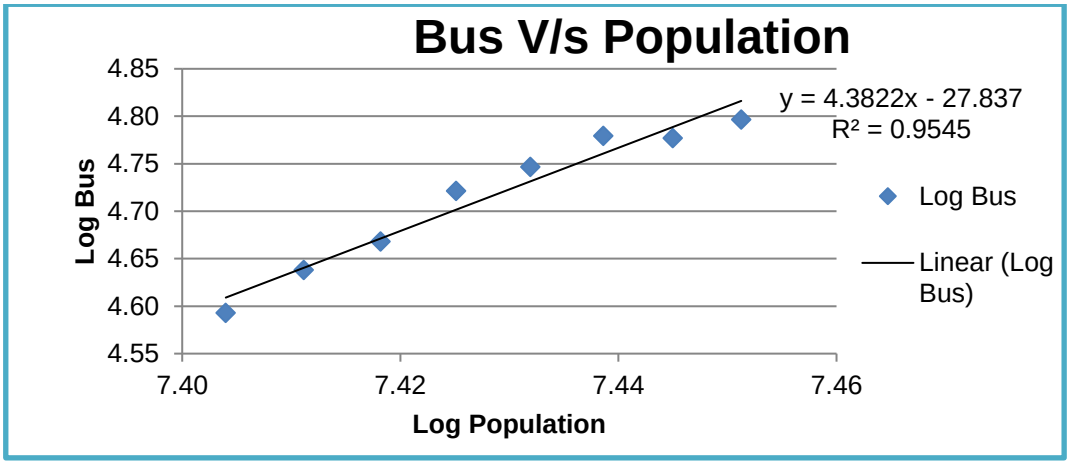


Figure 3-5 : Regression Analysis Population Vs. Bus Haryana

Table 3-7 : NSDP Vs. Truck- Haryana

Year	NSDP	Trucks	Log NDSP	Log Truck	NSDP Growth	Average Growth (5 Year)
2011	27115248	292735	7.43	5.47		
2012	28975622	307509	7.46	5.49	7%	
2013	31493120	327882	7.50	5.52	9%	
2014	33335925	348732	7.52	5.54	6%	
2015	37270025	367730	7.57	5.57	12%	
2016	41205461	390321	7.61	5.59	11%	
2017	43952345	465321	7.64	5.67	7%	
2018	46533095	545321	7.67	5.74	6%	8.0%

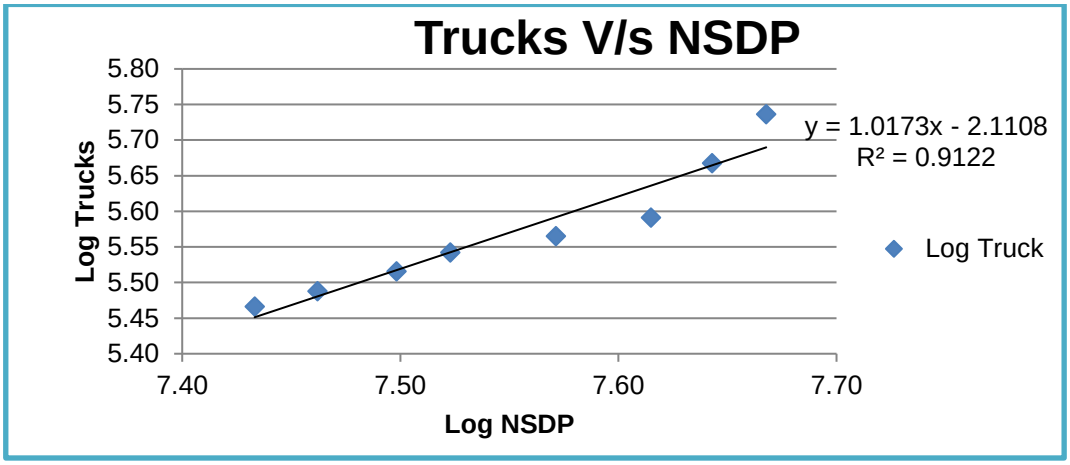


Figure 3-6 : Regression Analysis NSDP Vs. Haryana

Summary of regression analysis for elasticity and growth estimation for Haryana are given in following table.

Table 3-8 : Summary Regression Analysis- Haryana

State	Vehicle Category	Independent Variable	Regression Equation	R Square	Elasticity Coefficient (y)	Average IV Growth (5yrs)	Growth Elastic Model	Remarks
HARYANA	Car/Jeep	PCI	y = 1.6954x - -2.5049	R² = 0.9857	1.6954	6.53%	11.08%	Good Regression
	Bus	Population	y = 4.3822x - -27.837	R² = 0.9545	4.3822	1.57%	6.87%	Good Regression
	Truck	NSDP	y = 1.0173x - -2.1108	R² = 0.9122	1.0173	8.04%	8.18%	Good Regression

Similarly, regression tables and graphs of economic model for Punjab are given as below.

Table 3-9 : Per Capita Income Vs. Car- Punjab

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2011	85577	616549	4.93	5.79		
2012	88915	641549	4.95	5.81	4%	
2013	93238	706549	4.97	5.85	5%	
2014	95807	778549	4.98	5.89	3%	
2015	100141	865549	5.00	5.94	5%	
2016	105848	964549	5.02	5.98	6%	
2017	110857	1074549	5.04	6.03	5%	

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2018	115784	1196549	5.06	6.08	4%	4.4%

Regression analysis of above is given in following figure.

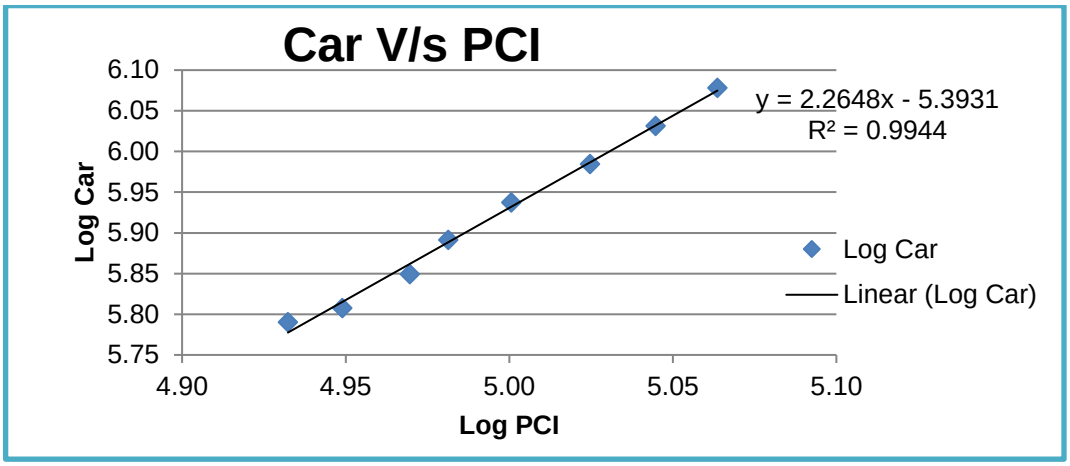


Figure 3-7 : Regression Analysis Car Vs. PCI Punjab

Table 3-10 : Population Vs. Bus- Punjab

Year	Population	Buses	Log Pop	Log Bus	Pop Growth	Average Growth
2011	27743000	30160	7.44	4.48		
2012	28023000	31360	7.45	4.50	1%	
2013	28302000	33860	7.45	4.53	1%	
2014	28581000	35660	7.46	4.55	1%	
2015	28861000	41908	7.46	4.62	1%	
2016	29140000	45378	7.46	4.66	1%	
2017	29380000	46163	7.47	4.66	1%	
2018	29619000	49271	7.47	4.69	1%	0.9%

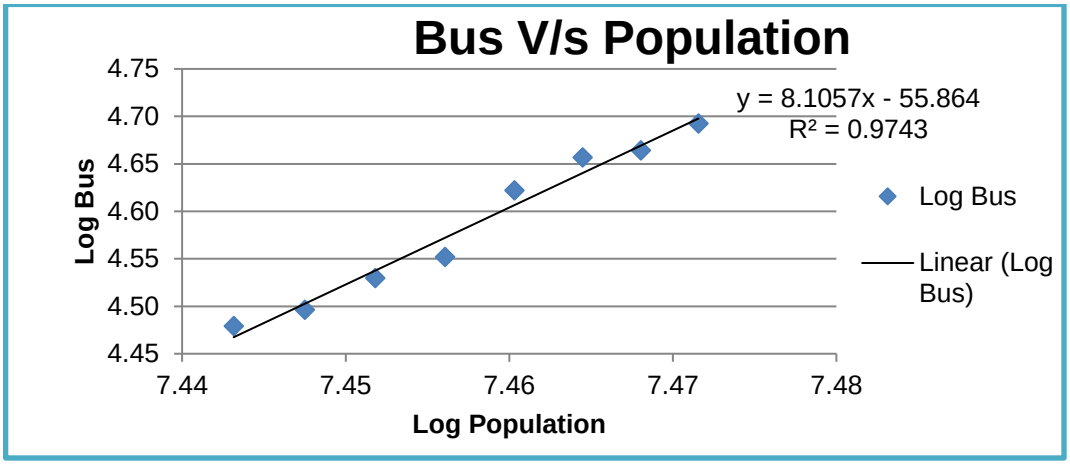


Figure 3-8 : Regression Analysis Population Vs. Bus Punjab

Table 3-11 : NSDP Vs. Truck- Punjab

Year	NSDP	Trucks	Log NDSP	Log Truck	NSDP Growth	Average Growth (5 Year)
2011	23922695	125898	7.38	5.10		
2012	25181259	125898	7.40	5.10	5%	
2013	26751521	125898	7.43	5.10	6%	
2014	27848460	125898	7.44	5.10	4%	
2015	29489486	247087	7.47	5.39	6%	
2016	31578299	255684	7.50	5.41	7%	
2017	33505679	340244	7.53	5.53	6%	
2018	35452832	364047	7.55	5.56	6%	5.8%

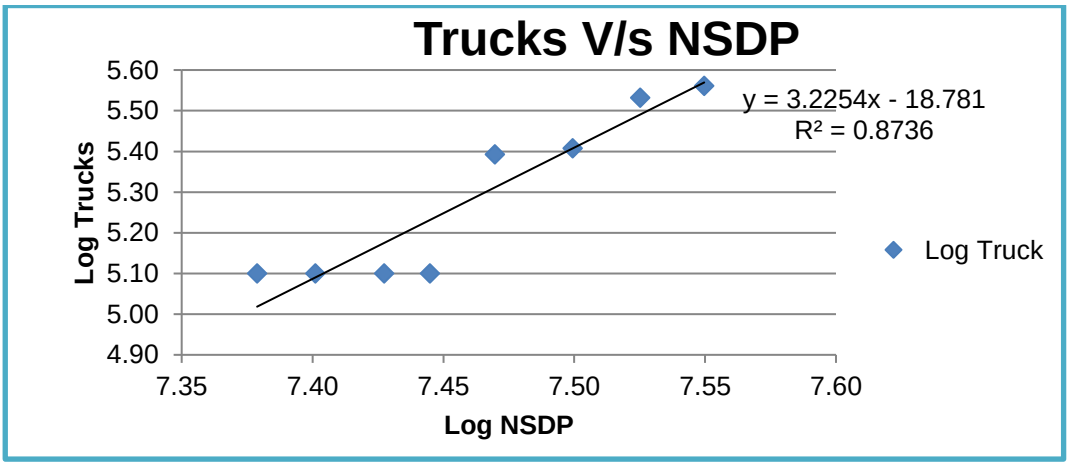


Figure 3-9 : Regression Analysis NSDP Vs. Punjab

Summary of regression analysis for elasticity and growth estimation for Punjab are given in following table.

Table 3-12 : Summary Regression Analysis- Punjab

State	Vehicle Category	Independent Variable	Regression Equation	R Square	Elasticity Coefficient (y)	Average IV Growth (5yrs)	Growth Elastic Model	Remarks
PUNJAB	Car/Jeep	PCI	y = 2.2648x - - 5.3931	R² = 0.9944	2.2648	4.42%	10.00%	Good Regression
	Bus	Population	y = 8.1057x - - 55.8645	R² = 0.9743	8.1057	0.94%	7.61%	Good Regression
	Truck	NSDP	y = 3.2254x - - 18.7809	R² = 0.8736	3.2254	5.78%	18.66%	Good Regression

Similarly, regression tables and graphs of economic model for Delhi are given as below.

Table 3-13 : Per Capita Income Vs. Car- Delhi

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2011	185001	2172069	5.27	6.34		
2012	192220	2416974	5.28	6.38	4%	
2013	200702	2568380	5.30	6.41	4%	
2014	213669	2730071	5.33	6.44	6%	
2015	233115	2986579	5.37	6.48	9%	
2016	244255	3061817	5.39	6.49	5%	
2017	252960	3087309	5.40	6.49	4%	
2018	260967	3249670	5.42	6.51	3%	5.1%

Regression analysis of above is given in following figure.

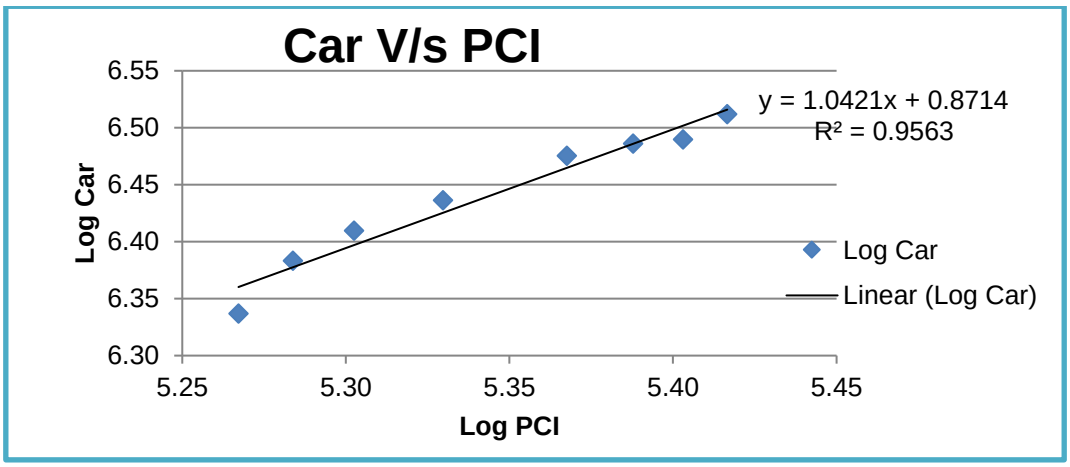


Figure 3-10 : Regression Analysis Car Vs. PCI Delhi

Table 3-14 : Population Vs. Bus- Delhi

Year	Population	Buses	Log Pop	Log Bus	Pop Growth	Average Growth
2011	16788000	20142	7.22	4.30		
2012	17166000	21142	7.23	4.33	2%	
2013	17544000	22592	7.24	4.35	2%	
2014	17921000	24292	7.25	4.39	2%	
2015	18299000	25492	7.26	4.41	2%	
2016	18677000	26912	7.27	4.43	2%	
2017	19056000	28912	7.28	4.46	2%	
2018	19435000	32112	7.29	4.51	2%	2.1%

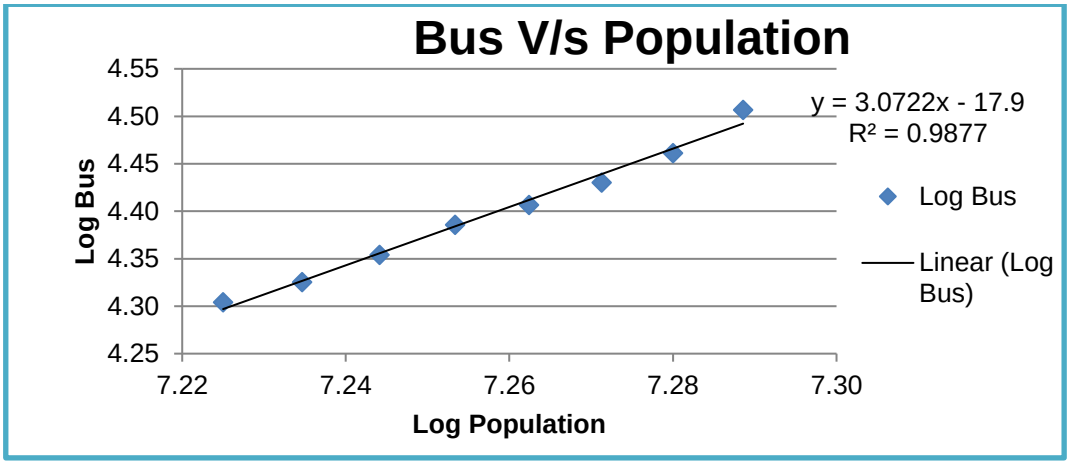


Figure 3-11 : Regression Analysis Population Vs. Bus Delhi

Table 3-15 : NSDP Vs. Truck- Delhi

Year	NSDP	Trucks	Log NDSP	Log Truck	NSDP Growth	Average Growth (5 Year)
2011	31465002	4792	7.50	3.68		
2012	33419330	5176	7.52	3.71	6%	
2013	35652751	6093	7.55	3.78	7%	
2014	38763874	7503	7.59	3.88	9%	
2015	43172959	7803	7.64	3.89	11%	
2016	46159238	8213	7.66	3.91	7%	
2017	48763115	8593	7.69	3.93	6%	

Year	NSDP	Trucks	Log NDSP	Log Truck	NSDP Growth	Average Growth (5 Year)
2018	51295715	9093	7.71	3.96	5%	7.2%

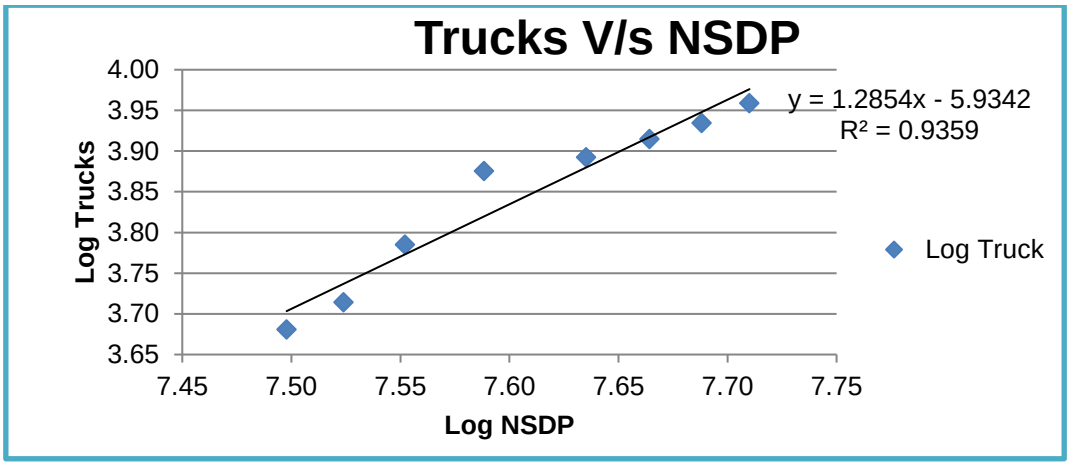


Figure 3-12 : Regression Analysis NSDP Vs. Delhi

Summary of regression analysis for elasticity and growth estimation for Delhi are given in following table.

Table 3-16 : Summary Regression Analysis- Delhi

State	Vehicle Category	Independent Variable	Regression Equation	R Square	Elasticity Coefficient (y)	Average IV Growth (5yrs)	Growth Elastic Model	Remarks
DELHI	Car/Jeep	PCI	y = 1.0421x - 0.8714	R^2 = 0.9563	1.0421	5.05%	5.27%	Good Regression
	Bus	Population	y = 3.0722x - - 17.8997	R^2 = 0.9877	3.0722	2.11%	6.49%	Good Regression
	Truck	NSDP	y = 1.2854x - - 5.9342	R^2 = 0.9359	1.2854	7.25%	9.32%	Good Regression

Similarly, regression tables and graphs of economic model for Uttarakhand are given as below.

Table 3-17 : Per Capita Income Vs. Car- Uttarakhand

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2011	100314	188152	5.00	5.27		
2012	106359	227596	5.03	5.36	6%	
2013	112900	260649	5.05	5.42	6%	

Year	PCI	Car	Log PCI	Log Car	PCI Growth	Average Growth
2014	118979	294481	5.08	5.47	5%	
2015	127249	295215	5.10	5.47	7%	
2016	138784	385446	5.14	5.59	9%	
2017	148090	438622	5.17	5.64	7%	
2018	154549	471374	5.19	5.67	4%	6.4%

Regression analysis of above is given in following figure.

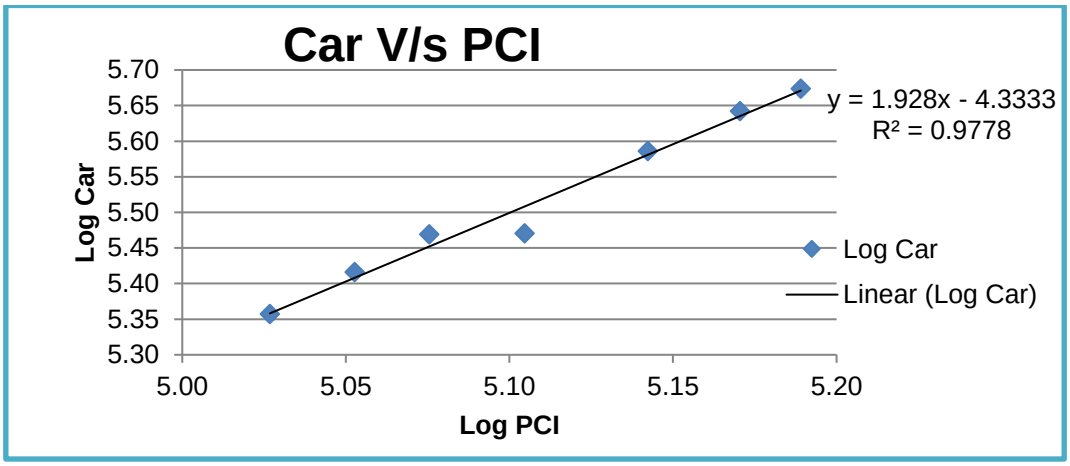


Figure 3-13 : Regression Analysis Car Vs. PCI Uttarakhand

Table 3-18 : Population Vs. Bus- Uttarakhand

Year	Population	Buses	Log Pop	Log Bus	Pop Growth	Average Growth
2011	10086000	10407	7.00	4.02		
2012	10220000	10731	7.01	4.03	1%	
2013	10354000	11639	7.02	4.07	1%	
2014	10487000	12357	7.02	4.09	1%	
2015	10621000	13107	7.03	4.12	1%	
2016	10755000	14107	7.03	4.15	1%	
2017	10884000	15207	7.04	4.18	1%	
2018	11013000	16643	7.04	4.22	1%	1.3%

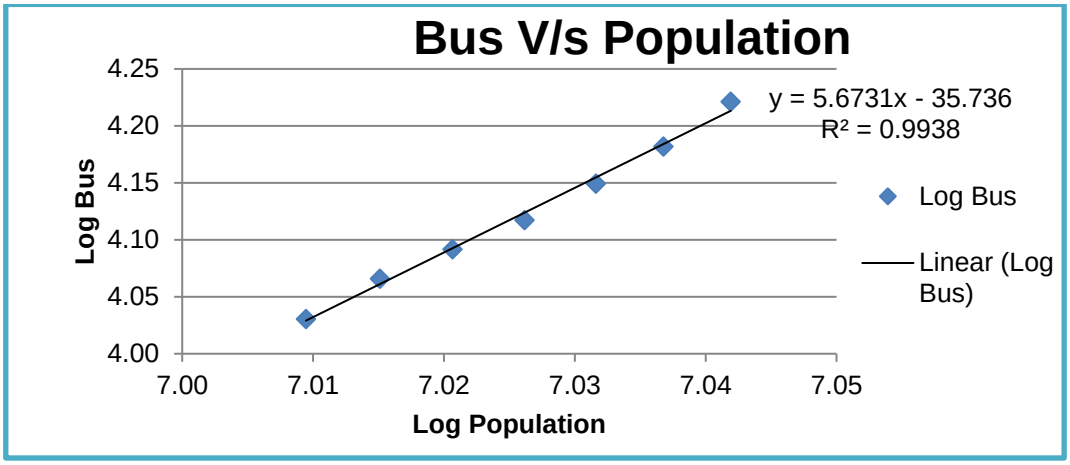


Figure 3-14 : Regression Analysis Population Vs. Bus Uttarakhand

Table 3-19 : NSDP Vs. Truck- Uttarakhand

Year	NSDP	Trucks	Log NDSP	Log Truck	NSDP Growth	Average Growth (5 Year)
2011	10195963	23786	7.01	4.38		
2012	10952850	25174	7.04	4.40	7%	
2013	11777751	26345	7.07	4.42	8%	
2014	12570165	27831	7.10	4.44	7%	
2015	13614352	29031	7.13	4.46	8%	
2016	15030294	30381	7.18	4.48	10%	
2017	16229143	31791	7.21	4.50	8%	
2018	17136395	32791	7.23	4.52	6%	7.7%

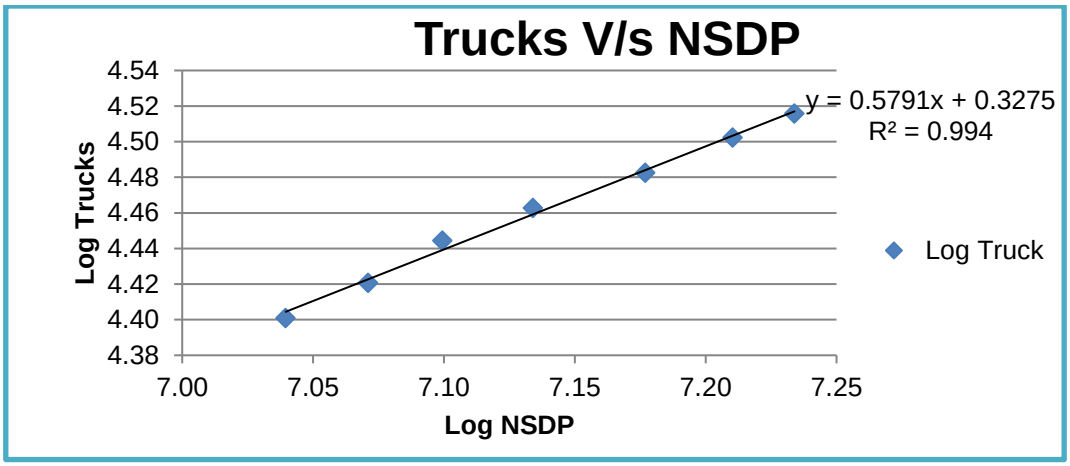


Figure 3-15 : Regression Analysis NSDP Vs. Uttarakhand

Summary of regression analysis for elasticity and growth estimation for Uttarakhand are given in following table.

Table 3-20 : Summary Regression Analysis- Uttarakhand

State	Vehicle Category	Independent Variable	Regression Equation	R Square	Elasticity Coefficient (y)	Average IV Growth (5yrs)	Growth Elastic Model	Remarks
UTTARAKHAND	Car/Jeep	PCI	y = 1.928x - -4.3333	R^2 = 0.9778	1.9	6%	12.30%	Good Regression
	Bus	Population	y = 5.6731x - -35.7365	R^2 = 0.9938	5.7	1%	7.17%	Good Regression
	Truck	NSDP	y = 0.5791x - 0.3275	R^2 = 0.994	0.6	8%	4.46%	Good Regression

Most of the traffic on the project road is from Uttar Pradesh, Haryana, Delhi, Uttarakhand and Punjab. Hence growth trends of these states only have been taken for growth projections.

Elasticity Coefficient of different states is different. The elasticity of traffic demand is moderated on the basis of experience of traffic growth in various regions and trends of logistic development. The elasticity coefficient for future years has been stepped down as same growth may not be sustainable in the longer future. Finally adopted Elasticity of travel demand is given in the table below.

Adopted Transport Demand Elasticity Value				
Mode	**2023-2026**	**2026-2031**	**2031-2036**	**2036-2040**
Car/Jeep	1.8	1.7	1.6	1.5
Bus	4.5	4.4	4.2	4.1
Truck	1.2	1.1	1.0	0.9

Growth of different categories of vehicle is product of elasticity and growth of independent indicators Like Per Capita Income, Growth of Population and Growth of GDP / NSDP.

The following table shows the growth of independent variable taken for growth projection.

Projected Growth Rate of Independent Indicators				
Indicator	**2023-2026**	**2026-2031**	**2031-2036**	**2036-2040**
PCI	4.87%	3.87%	2.87%	2.37%
Population	1.56%	1.51%	1.46%	1.41%
NSDP	6.48%	4.98%	2.98%	1.98%

3.4 Historical Trend Analysis

Growth of traffic on a corridor or in a region depends on various factors. Though the trend of economic growth is most important among these but there are certain other factors like technological advancement in logistics which also influence growth of various modes of traffic to certain extent. A review of historic trends would help in developing an understanding of the growth of traffic. Historic traffic details on project

corridor are available from year 2014-15. Following table shows summary of traffic numbers since year 2014-15

Table 3-21 : Historic Traffic growth data -TP1

Types of Vehicles/Year	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	CAGR (%)	Growth from Previous Year
Car/LMV	7964	8569	9170	9841	10353	11021	11778	13363	15039	**8.27%**	**12.54%**
LCV/Minibus	1810	1849	1624	1417	1337	1395	1274	1062	951	**-7.73%**	**-10.48%**
Bus/Truck	2209	2249	2229	2400	2618	2733	2777	2951	3381	**5.46%**	**14.59%**
Truck 3 Axle	1013	1003	829	808	931	990	1060	1036	1102	**1.06%**	**6.32%**
MAV	1880	1863	1540	1501	1728	1838	1969	1924	2046	**1.06%**	**6.32%**
Oversized	3	4	0	1	0	1	1	1	2	**-7.87%**	**8.38%**
Total	14880	15538	15392	15968	16967	17978	18859	20338	22521	**5.32%**	**10.73%**

Table 3-22 : Historic Traffic growth data -TP2

Types of Vehicles/Year	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	CAGR (%)	Growth from Previous Year
Car/LMV	5005	5514	6310	6971	7296	7418	8189	8605	9220	**7.94%**	**7.15%**
LCV/Minibus	1147	1189	1014	979	975	1011	1054	704	632	**-7.18%**	**-10.17%**
Bus/Truck	1435	1477	1603	1751	1995	2045	2306	2301	2532	**7.36%**	**10.02%**
Truck 3 Axle	839	829	682	762	861	899	967	933	1024	**2.52%**	**9.68%**
MAV	1558	1540	1266	1415	1598	1670	1796	1733	2078	**3.67%**	**19.91%**
Oversized	0	0	0	0	0	0	0	1	2	**20.50%**	**45.76%**
Total	9984	10549	10876	11879	12725	13044	14312	14278	15488	**5.64%**	**8.47%**

It can be observed from the above that traffic on the project corridor has registered consistent growth in major cars, Truck -3 Axle and MAV which are the major components of traffic. The years 2019-20 and 2020-21 were impacted by COVID-19. LCV has shown negative growth over the period. As last few years have been affected by COVOD-19 and traffic was disturbed on all highways hence historical trends cannot be assigned must weightage for future growth projection, but project traffic has shown good growth over last year when traffic on stretch was stabilized post COVID-19.

3.5 Major development in Project Influence Area (PIA)

It is imperative that developments in surrounding would impact traffic growth on project corridor. Major relevant establishments and developments in project influence area are discussed as under.

Moradabad, Bareilly, and Rampur are among major cities/districts along the project corridor.

A. Developments in and around Moradabad Area

Moradabad is situated at a distance of around 167 km from New Delhi. The city is renowned for brass work and has carved a niche for itself in the handicraft industry throughout the world. The modern, attractive, and artistic brass ware, jewellery
and trophies are made here by the skilled artisans. The attractive brass wares are exported to countries like USA, Britain, Canada, Germany and Middle East Asia.

During last few years other products like Iron Sheet Metal wares, Aluminium Artworks and Glassware's have also been included as per need of the foreign Buyers. Mentha is also exported in several crores from Moradabad. These products are very popular in foreign market and are being exported in thousands of crores every year. Due to increase of exports and popularity in foreign specially in Europe, America, Italy and other countries, a large No. of exporters are establishing their units and started their export. It is one of the seven industrial corridors under the State Govt.

There exist two Special Economic Zones for handicraft products. Provision for infrastructure facilities such as: - greenbelt, boundary wall, internal development, security system, power substation, CETP, inland container depot, design and training centre, helipad, school, canteen has been made there.

These SEZ are situated in Moradabad on both sides of Pakbara - Dhingarpur road adjacent to NH-24. The government is investing lot of money to improve infrastructural facilities to promote the industrial activities at Moradabad like 24-hour uninterrupted power supply, construction of by-pass road, proposal for widening and making the four-lane Delhi-Moradabad Road. About 450 acres of land has been acquired to develop a new industrial area for export-oriented units at Pakbara to Dingarpur Road. Over 1.10 lakh people get direct employment through these SEZ.



Apart from age old identified Brass Handicraft Cluster, Mentha Cluster is rapidly taking a shape in this area. The cultivation of Menthol at Moradabad, Sambhal, Chandusi and nearby Districts are increasing day-by-day thereby coming up the No. of Industrial Units, since Menthol is being exported in several crores, there is further scope for its development. However, lot of improvement is required on the technology upgradation front to support this sector's sustainable growth.

Here there are around 21000 industrial establishments altogether including 10000 registered industrial units. The no. of registered medium & large units is 10.

Among other type of existing small & micro-Enterprises and Artisan units comprise of Agro based, Soda water, Cotton Textiles, Woollen-Silk and artificial Thread based clothes, Jute & Jute based, Readymade garments & embroidery, Wooden Furniture's,

Paper & Paper products, Leather based, Chemicals based, Rubber, Plastic & Petro based, Mineral based, Metal based (Steel Fab.) etc.

There are few Large-Scale Industries / Public Sector undertaking establishments here. The important among them are National Industries Corp. Ltd. for wine, Moradabad Dugdh Utpadan Sahakari Sangh for milk, Pashupati Acrylon Ltd. For Acrylic Fibre., Deewan Sugar Ltd. for Crystal Sugar, Milk Food Pvt. Ltd. for Milk Powder & Ghee, Zeenas Papers Products Ltd for Craft Paper, Triveni Engineering & Industries Ltd., Rana Sugar Ltd, Ayodhya Sugar Works all for Crystal Sugar, A to Z waste Management for Fertilizers, Plastic Granules and Fuel.

A Metal Handicrafts Service Center is established here for up gradation of technology, improvement quality & also providing service to the small entrepreneur. Also, a Design Center has also been established to introduce new designs and to meet the requirements of the foreign buyers and providing training to local artisans.

The town forms a large centre of trade in country produce. It has a special industry in ornamental brass ware, sometimes plated with lac or tin, which is then engraved. Cotton. weaving and printing are also carried on.

The Bone & Horn Centre: The main center of this industry is in Sambhal, nearby town in adjacent to Moradabad. The attractive goods generated by this small-scale industry are in great demand in many countries. There are about 1500 families involved in the production of these items, which provide job to about 5000 people. These items include Jewellery made out of bones and horns, Kitchen ware, Combs, Wooden sticks etc.

Printing on cloths is done at many places in the district, but Thakurdwara, Kanth and Amroha which are the main centers. District administration has established a Handicraft Corporation depot in Thakurdwara. Design for printing on cloth is provided by this depot to these cloth merchants. The final prepared product in then taken over by the corporation. There are about 6000 people involved in the profession.

Apart from brass and handicraft industries, there are about 8000 other MSMES units. Prominent among these are -Mentha oil, Rice Mills, Sugar Mills, Cement and Building material, Agricultural Instruments, Animal Feed, Coal Bricks, Oil Mill, etc. These small-scale units provide jobs to about 30000 people. There are many units of Medium and Large-Scale Industries, which includes Distillery, Sugar Mills, Pulp & Paper, Pharmaceutical & Chemical Industries etc. These industrial units provide jobs to about 40000 people. Also, there are around Fifteen 100 % Export oriented units in Moradabad.

B. Developments in and around Bareilly

Bareilly is the 7th largest metropolitan city of Uttar Pradesh and 50th largest metropolitan city of India. This fast-growing city is also known as Bans-Bareilly, due to its big bamboo market. Bareilly is also known as the counter-magnet city because it is equidistant from New Delhi and Lucknow and has a lot of potential for setting up industries to attract people to settle.

There are around 11 Industrial Area in the Bareilly. The important among them CB Ganj, Bhojipura, Faridpur, Meerganj, Ramnagar, Bithri, Majh Gaon, Bhadpura, Aonla, Shergarh, Parsakhera.

There exists around 16000 Industrial units in total. Also, there are 15 Medium and Large number of units are there. Small industrial units provide employment to 75000 people and Medium & large industrial units provide employment to 11000 people.



Due to close proximity of Uttaranchal and being a big city in nearby area, Bareilly is developed as educational hub over the period of time.

IIFCO at Aonla, Railway workshop and few sugar mills are only few PSU & Large-scale industries which are working in Bareilly.

The service enterprises mainly include repair & servicing of motor vehicles, motorcycles / scooters, household goods, workshops, restaurants and cold storage etc.

Zari, Cane & Bamboo, Mentha and Rice mill are main cluster of Bareilly. Principal Products Manufactured in the Zari Cluster are Sari, Salwar Suit. While in Cane and Bamboo sector principal products Sofas, Lawn Furniture, Gift Item, Lamp Shed etc are manufactured. In Rice Mill Cluster main products are rice and bran.

Agro based, Soda water, Cotton textile, Woollen, silk & artificial Thread based clothes, Jute & jute based, Ready-made garments & embroidery, Wood/wooden based furniture, Paper & Paper products, Leather based, Chemical/Chemical based, Rubber, Plastic & Petro based, Mineral based, Metal based (Steel Fab.), Engineering units, Electrical machinery and transport equipment, Repairing & servicing are among existing micro & small enterprises and artisan units in and around Bareilly.

Medium & large-scale industries comprise of Rama Shyama Paper Ltd. for Posters Papers, Camphor and Allied Products Ltd. for Camphor and other allied product, Distillery of Keser Enterprises Ltd. for Undinechered ethanol alcohol, Keser Enterprises Baheri, for Sugar, Vrindavan beverage Ltd. for Mineral Water, J.K. Sugar Ltd Meerganj for Refining of Sugar, Dwarikesh Sugar Industries Ltd. for White Crystal Sugar, Oswal Overseas Ltd. for Sugar molasses, Bharat Petroleum & Bottling Plants for Cooking Gas & Bottling Plants, N.E. Railway Workshop for Repairing of Wagons, IFFCO for Ammonia Urea, Vimco Ltd. for Safety Matches, Kissan Sahakari Chini Mills Ltd. for Sugar, U.P. Sahakari Katai Mills Ltd for Cotton Yarn, Superior Industries Ltd for Alcohol.

B. Developments in and around Rampur

Rampur is Situated on the national highway NH24, at 302 km from the state capital Lucknow and at 185 Km from New Delhi. Rampur district is bounded on the North by Udhamsingh Nagar district of Uttaranchal, on the South by Badaun district, on the East by Bareilly district and on the West by Moradabad district.

There are around 6 Industrial Area in and around the Rampur. Important among them are Roshanbag, Ajeetpur, Suar, Milak, Shahabad, Pattikalan.

There exists approx. 6500 small scale and 15 medium & large-scale industries in this area. This provides employment to approx. over 30000 people.

Agro based, Soda water, Cotton textile, Woollen, silk & artificial Thread based clothes, Jute & jute based, Ready-made garments & embroidery, Wood/wooden based furniture, Paper & Paper products, Leather based, Chemical/Chemical based, Rubber, Plastic & Petro based, Mineral based, Metal based (Steel Fab.), Engineering units, Electrical machinery and transport equipment, Repairing & servicing are among existing micro & small enterprises and artisan units in and around Rampur.

Among Medium & Large-Scale Industries important establishments are Indian Toners & Developers LTD, Rampur Distillery, Giex Foods (P) LTD, Swati Menthol & Allied Chemicals LTD, Chadha Papers LTD., Rudra Bilas Kishan Sahakari Chini Mills LTD, Wheels India LTD, Triveni Engineering & Industries LTD, Rana Sugar LTD

3.6 Growth of Economy and Projection of GDP in India

There are many factors which have an impact on traffic growth. As discussed previously these factors can be economical, social, educational, and industrial.

Potentiality of such factors for project highway is discussed as under.

ECONOMY

After witnessing a slowdown during 2011-12, the economy recovered in 2013-14, and a high growth rate of GDP was recorded in up to 2018-19. Pandemic of COVID-19 impacted all economies of world including India. Following figure show trend of GDP growth in India.

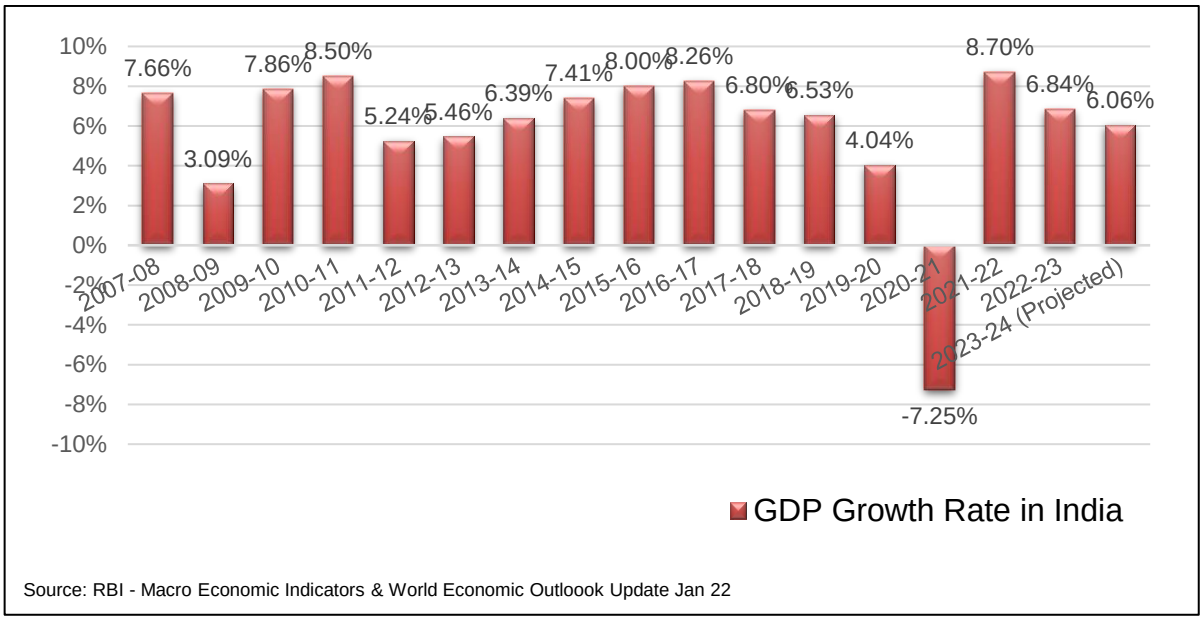


Figure 3-16 : Growth of GDP in India

FY 2017-18 recorded a growth of 6.7% which had a slight impact of GST and demonetization. Indian economy appears on recovery path with estimated growth of 6.8% in FY 2018-19. The government took major policy decisions including tax infrastructure reforming, banking sector improvement and ease of doing business.

Major economies of world collapsed due to pandemic COVID-19 including India. Indian economy is also registered negative growth in financial year 2020-21. After that Indian economy recovered handsomely and registered a growth of about 9% in Year 2021-22. This was partly due to low base of year 2020-21 as well.

Honorable Prime Minister has announced a major relief package of Rs. 20 lakh crores which is about 10% of GDP. This is aimed at turning this major crisis of COVID-19 into opportunity by providing major impetus to industrial production to the limit of becoming a self-reliant economy. With major thrust of this package being on **Make -In- India** it is expected that industry in India would grow at rapid pace and recover handsomely in post COVID-19 scenario.

3.7 Recommended Growth Rates of Traffic

Based on the above analysis and after giving due consideration to the entire listed factors, the following overall growth rates are recommended for each category of vehicle as under. The rate of growth is moderate in light of overall regional trends. Growth of Multi-Axle is kept higher as compared to LCV, 2 Axle and 3-Axle traffic, as trend of technological advances in logistic industry favors multi-axle over 2/3 axle carriage and LCV. It is also expected that as the economy moves from developing to developed, the rate of growth diminishes. Same growth rate is not sustainable for long. Hence growth rates have been suitably stepped down in future years.

Growth rates are recommended for three scenarios for sensitivity analysis namely **Optimistic, Pessimistic** and **Most Likely** with a positive and negative variation from Most Likely case for corridor in both states.

Table 3-23 : Recommended Growth Rates Most Likely -TP1 & TP2

Category / Year	2023-2026	2026-2031	2031-2036	2036-2040
Car/Jeep/Van	7.89%	5.93%	4.14%	3.10%
Bus	5.63%	5.26%	4.92%	4.58%
Minibus	5.63%	5.26%	4.92%	4.58%
LCV	3.11%	2.19%	1.19%	0.71%
2- Axle	2.72%	1.92%	1.04%	0.63%
3 - Axle	4.82%	3.40%	1.85%	1.11%
4 to 6 Axle	5.84%	4.11%	2.24%	1.34%
7 and Above Axle	5.84%	4.11%	2.24%	1.34%

Table 3-24 : Recommended Growth Rates Optimistic -TP1 & TP2

Category / Year	2023-2026	2026-2031	2031-2036	2036-2040
Car/Jeep/Van	8.14%	6.18%	4.39%	3.35%
Bus	5.88%	5.51%	5.17%	4.83%
Minibus	5.88%	5.51%	5.17%	4.83%
LCV	3.36%	2.44%	1.44%	0.96%
2- Axle	2.97%	2.17%	1.29%	0.88%

Category / Year	2023-2026	2026-2031	2031-2036	2036-2040
3 - Axle	5.07%	3.65%	2.10%	1.36%
4 to 6 Axle	6.09%	4.36%	2.49%	1.59%
7 and Above Axle	6.09%	4.36%	2.49%	1.59%

Table 3-25 : Recommended Growth Rates Pessimistic-TP1 & TP2

Category / Year	2023-2026	2026-2031	2031-2036	2036-2040
Car/Jeep/Van	7.64%	5.68%	3.89%	2.85%
Bus	5.38%	5.01%	4.67%	4.33%
Minibus	5.38%	5.01%	4.67%	4.33%
LCV	2.86%	1.94%	0.94%	0.46%
2- Axle	2.47%	1.67%	0.79%	0.38%
3 - Axle	4.57%	3.15%	1.60%	0.86%
4 to 6 Axle	5.59%	3.86%	1.99%	1.09%
7 and Above Axle	5.59%	3.86%	1.99%	1.09%

3.8 Traffic Forecast

Above growth rates are applied to base project traffic and traffic forecast is developed for all three scenarios. As discussed in previous sections of report traffic in year 2023-24 is affected negatively by extended period of Kanvar Yatra.

Table 3-26 : Comparison between first half of FY 2022-23 & FY 2023-24

Description	April 22 - Sept.22	April 23 - Sept.23	% Change
	2022-23	2023-24	
Car Traffic No.	2140816	2262727	5.4%
Commercial Traffic No	1208733	1113952	-8.5%
Commercial PCU	4195989	3875100	-8.3%
Total Traffic	3349549	3376679	0.8%
Total PCU	6336805	6137827	-3.2%

It is observed that there is a reduction in commercial traffic in the range of 8.5% due to extended period of Kanvar yatra. As a conservative assessment it is expected that about 5% of such reduced trips of commercial traffic may make good as additional traffic in first six months of year 2023-24. In such case an additional 2.5% growth of traffic is considered in year 2024-25 for impact of Kanvar yatra.

The following tables present estimates of total traffic (AADT) at toll plaza under all three scenarios.

Table 3-27 : Total Traffic @ Toll Plaza 1- Km 172.000 (Most Likely)

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2023-24	16809	906	1727	1593	995	1848	1	**23879**	**39434**
2024-25	18589	957	1870	1677	1069	2005	1	**26168**	**42899**
2025-26	19691	978	1968	1709	1105	1922	1	**27374**	**44158**
2026-27	20858	999	2072	1742	1143	2001	1	**28816**	**46237**
2027-28	22094	1021	2181	1775	1182	2083	1	**30337**	**48418**
2028-29	23403	1043	2296	1809	1222	2169	1	**31943**	**50714**
2029-30	24790	1066	2417	1844	1264	2258	1	**33640**	**53130**
2030-31	25815	1079	2536	1863	1287	2309	1	**34890**	**54887**
2031-32	26883	1092	2661	1882	1311	2361	1	**36191**	**56712**
2032-33	27995	1105	2792	1902	1335	2414	1	**37544**	**58607**
2033-34	29153	1118	2929	1922	1360	2468	1	**38951**	**60574**
2034-35	30359	1131	3073	1942	1385	2523	1	**40414**	**62614**
2035-36	31299	1139	3214	1954	1400	2557	1	**41564**	**64223**
2036-37	32268	1147	3361	1966	1416	2591	1	**42750**	**65882**
2037-38	33267	1155	3515	1978	1432	2626	1	**43974**	**67596**

Table 3-28 : Total Traffic @ Toll Plaza 2- Km 228.000 (Most Likely)

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2023-24	9775	616	1212	1336	941	1911	1	**15792**	**29770**
2024-25	10811	651	1312	1406	1011	2074	1	**17265**	**32310**
2025-26	11451	665	1381	1433	1045	1994	1	**17970**	**33003**
2026-27	12129	680	1454	1461	1081	2076	1	**18882**	**34484**
2027-28	12848	695	1531	1489	1118	2161	1	**19843**	**36034**
2028-29	13609	710	1612	1518	1156	2250	1	**20856**	**37662**
2029-30	14415	726	1697	1547	1195	2343	1	**21924**	**39369**
2030-31	15011	735	1780	1563	1217	2395	1	**22702**	**40576**
2031-32	15632	744	1867	1579	1240	2449	1	**23512**	**41831**
2032-33	16279	753	1959	1595	1263	2504	1	**24354**	**43132**
2033-34	16952	762	2055	1612	1286	2560	1	**25228**	**44479**
2034-35	17653	771	2156	1629	1310	2617	1	**26137**	**45876**
2035-36	18200	777	2255	1639	1325	2652	1	**26849**	**46961**
2036-37	18764	783	2358	1649	1340	2688	1	**27583**	**48080**
2037-38	19345	789	2466	1659	1355	2724	1	**28339**	**49231**

Table 3-29 : Total Traffic @ Toll Plaza 1- Km 172.000 (Pessimistic)

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2023-24	16809	906	1727	1593	995	1848	1	**23879**	**39434**
2024-25	18546	955	1866	1673	1067	2000	1	**26108**	**42799**
2025-26	19599	974	1959	1701	1101	1912	1	**27247**	**43952**
2026-27	20711	993	2057	1729	1136	1986	1	**28613**	**45908**
2027-28	21886	1012	2160	1758	1172	2063	1	**30052**	**47962**
2028-29	23128	1032	2268	1787	1209	2143	1	**31568**	**50116**

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2029-30	24441	1052	2382	1817	1247	2226	1	**33166**	**52379**
2030-31	25391	1062	2493	1831	1267	2270	1	**34315**	**53977**
2031-32	26378	1072	2609	1846	1287	2315	1	**35508**	**55634**
2032-33	27403	1082	2731	1861	1308	2361	1	**36747**	**57355**
2033-34	28468	1092	2858	1876	1329	2408	1	**38032**	**59136**
2034-35	29574	1102	2991	1891	1350	2456	1	**39365**	**60980**
2035-36	30416	1107	3120	1898	1362	2483	1	**40387**	**62395**
2036-37	31282	1112	3255	1905	1374	2510	1	**41439**	**63852**
2037-38	32172	1117	3396	1912	1386	2537	1	**42521**	**65351**

Table 3-30 : Total Traffic @ Toll Plaza 2- Km 228.000 (Pessimistic)

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2023-24	9775	616	1212	1336	941	1911	1	**15792**	**29770**
2024-25	10785	650	1309	1403	1009	2068	1	**17225**	**32235**
2025-26	11397	662	1375	1427	1040	1983	1	**17885**	**32844**
2026-27	12044	675	1444	1451	1073	2060	1	**18748**	**34235**
2027-28	12727	688	1516	1475	1107	2140	1	**19654**	**35688**
2028-29	13449	701	1592	1500	1142	2223	1	**20608**	**37211**
2029-30	14212	715	1672	1525	1178	2309	1	**21612**	**38805**
2030-31	14764	722	1750	1537	1197	2355	1	**22326**	**39901**
2031-32	15338	729	1832	1549	1216	2402	1	**23067**	**41036**
2032-33	15934	736	1917	1561	1235	2450	1	**23834**	**42207**
2033-34	16553	743	2006	1573	1255	2499	1	**24630**	**43420**
2034-35	17196	750	2100	1586	1275	2549	1	**25457**	**44679**
2035-36	17685	753	2191	1592	1286	2577	1	**26085**	**45623**
2036-37	18188	756	2286	1598	1297	2605	1	**26731**	**46592**
2037-38	18706	760	2385	1604	1308	2633	1	**27397**	**47590**

Table 3-31 : Total Traffic @ Toll Plaza 1- Km 172.000 (Optimistic)

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2023-24	16809	906	1727	1593	995	1848	1	**23879**	**39434**
2024-25	18632	959	1874	1681	1071	2009	1	**26228**	**42994**
2025-26	19783	983	1977	1717	1110	1932	1	**27503**	**44368**
2026-27	21005	1007	2086	1754	1151	2016	1	**29020**	**46565**
2027-28	22302	1032	2201	1792	1193	2104	1	**30625**	**48881**
2028-29	23679	1057	2322	1831	1237	2196	1	**32323**	**51321**
2029-30	25141	1083	2450	1871	1282	2292	1	**34120**	**53893**
2030-31	26244	1099	2577	1895	1309	2349	1	**35474**	**55811**
2031-32	27395	1115	2710	1920	1336	2407	1	**36884**	**57802**
2032-33	28597	1131	2850	1945	1364	2467	1	**38355**	**59877**
2033-34	29851	1147	2997	1970	1393	2528	1	**39887**	**62032**
2034-35	31160	1164	3152	1996	1422	2591	1	**41486**	**64280**
2035-36	32203	1175	3304	2013	1441	2632	1	**42769**	**66088**
2036-37	33281	1186	3464	2031	1461	2674	1	**44098**	**67966**
2037-38	34395	1197	3631	2049	1481	2717	1	**45471**	**69905**

Table 3-32 : Total Traffic @ Toll Plaza 2- Km 228.000 (Optimistic)

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles	Total Traffic	PCU (Including Exempted)
2023-24	9775	616	1212	1336	941	1911	1	**15792**	**29770**
2024-25	10835	653	1315	1410	1014	2078	1	**17306**	**32386**
2025-26	11504	669	1388	1441	1051	2003	1	**18057**	**33166**
2026-27	12214	685	1465	1472	1089	2090	1	**19016**	**34729**
2027-28	12968	702	1546	1504	1129	2181	1	**20031**	**36377**
2028-29	13769	719	1631	1537	1170	2276	1	**21103**	**38108**
2029-30	14619	737	1721	1570	1213	2375	1	**22236**	**39929**
2030-31	15260	748	1810	1590	1238	2434	1	**23081**	**41254**
2031-32	15929	759	1903	1611	1264	2495	1	**23962**	**42634**
2032-33	16628	770	2001	1632	1291	2557	1	**24880**	**44066**
2033-34	17357	781	2104	1653	1318	2621	1	**25835**	**45553**
2034-35	18118	792	2213	1674	1346	2686	1	**26830**	**47097**
2035-36	18724	800	2320	1689	1364	2729	1	**27627**	**48328**
2036-37	19351	808	2432	1704	1383	2772	1	**28451**	**49599**
2037-38	19999	816	2549	1719	1402	2816	1	**29302**	**50910**

3.9 Modification in Concession Period

Concession Agreement (CA) provides for modification in concession period if there is shortfall or excess of traffic on project road in connection with target traffic.

Target date and traffic for project road is given as under

- Target Date: 1st October 2020
- Target Traffic: 30700 PCU.

As per provisions of CA

"Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For the avoidance of doubt, and by way of illustration, it is agreed that in the event of a shortfall of 10.6% (ten point six per cent) in Target Traffic, the Concession Period shall be increased by 15% (fifteen per cent) thereof.
Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have exceeded the Target Traffic, then for every 1% (one per cent) excess as compared to the Target Traffic, the Concession Period shall be reduced by 0.75% (zero point seven five per cent) thereof; provided that such reduction in Concession Period shall not in any case exceed 10% (ten per cent) thereof. For the avoidance of doubt and by way of illustration, it is agreed that in the event of an excess of 8.7% (eight point seven per cent) in Target Traffic, the Concession Period shall be reduced by 6% (six per cent) thereof."

CA has the following provisions for traffic sampling.

As per Article-29, the Concessionaire acknowledge that the traffic as on October 1, 2020 (the Target Date) is estimated to be 30700 PCUs per day (Target Traffic) and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, in accordance with Clause 22.3, on the date

that falls one year prior to the Target Date, on the Target Date and on the first anniversary of the Target Date (the "Actual Average Traffic"). For the avoidance of doubt, it is agreed that traffic sampling shall be undertaken for a continuous period of 7 (seven) days during anytime within 15 (fifteen) days prior to the date specified herein and the average thereof shall be deemed to be the actual traffic. It is further agreed that if the Project Highway shall have two or more Toll Plazas, the average traffic thereof shall be computed for determining the Actual Average Traffic

Independent Engineer had worked out modification in concession period and recommended that concession period shall be reduced by 7.41% as actual traffic on project road has exceeded the target traffic.

Concessionaires have submitted their objections to the above calculations based on two main observations.

- PCU factor of 3 Axle Truck is considered by Independent Engineer as 4.5 whereas as per IRC 64: 1990 PCU factor is 3.0.
- Independent Engineer considered the average of last two weeks of September and first two weeks of October for arriving the actual traffic on target date which is not as per CA.

Both above observations of Concessionaire are in confirmation with provision of CA.

Further concessionaire has argued that in period of September 2020 traffic is very much on higher side and September 2021 traffic is less as compared to September 2020 traffic as the September 2020 is the post Covid recovery period and the traffic substantially high on the road and cannot be treated as normal. The trade-off between railways and road in both freight and passenger movement has changed drastically during the period and the drop in rail carriage has resulted in a surge on roads same can be observed among the Car, Bus and 3-axle and MAV traffic numbers.

Concessionaire submitted that traffic during September 2020 should be ignored for working out the average traffic for modification concession period. Thus, the average actual traffic and resultant modification in concession period works out as under.

Ignoring September 2020 Traffic – 29755 PCU (Target Traffic 30700 PCU) - Change in concession period = **4.6 % increase in concession Period**

Taking into account September 2020 Traffic – 31063 PCU (Target Traffic 30700 PCU) - Change in concession period = **Nil, as variation of actual traffic from target traffic is within 2.5%.**

It is expected that concession period will get an extension of 4.6% as concessionaire's submissions are in line of CA. But if COVID factor is ignored by authority then the concession period shall remain same and there is no modification in concession period due to variation in actual traffic.

CHAPTER 4
FORECAST OF TOLL REVENUE

4.1 General

This chapter presents the estimates of traffic forecast, tolling categories, tolling rate calculations and toll revenue of the project.

4.2 Toll Rate Guidelines

As per the Toll Notification (Schedule R) the following acts and rules have been considered:

- National Highways Fee (Determination of Rates and Collection) Rules, 2008
- National Highways Fee (Determination of Rates and Collection) Amendments as applicable

4.3 Discounts

As per the Fee Notification (Schedule-R) fee discounts shall be provided to project users as under

- Local discount for noncommercial vehicle owner with in 20 km of toll plaza applicable
- Discount for commercial vehicles registered under same district as of Toll Plaza applicable.

4.4 Travel Passes

As per the Fee Notification (Schedule-R) fee discounts shall be provided to project users as under

1. Monthly Pass: For frequent user's monthly pass would have not more than 50 trips per month at 2/3rd rate. The discount factor works out to about 67%.
2. Daily Pass (for Return Trip): A 25% discount will be offered on the return trip.
3. Single Journey: Full single journey toll would be charged to this category of vehicles who are infrequent travelers or whose frequency does not yield any discount from the above categories.

4.5 Estimation of Toll Rates

As per the recent MORTH notification dated January 12, 2011, the following Base rate of fee for the categories mentioned in the table stands true in the National Highways Fee Rules, 2008.

Table 4-1 : Base Toll Rates 2007 - 08

Type of Vehicle	Base Rate of Fee / Km (in Rs.)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Minibus	1.05

Type of Vehicle	Base Rate of Fee / Km (in Rs.)
Bus or Truck (2 Axle)	2.2
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (4-6 axles) including Truck-3 Axle	3.45
Oversized Vehicle (seven or more axles)	4.2

Factors of inflation / growth have been incorporated as per Schedule R. WPI are available up to the year 2022-23.

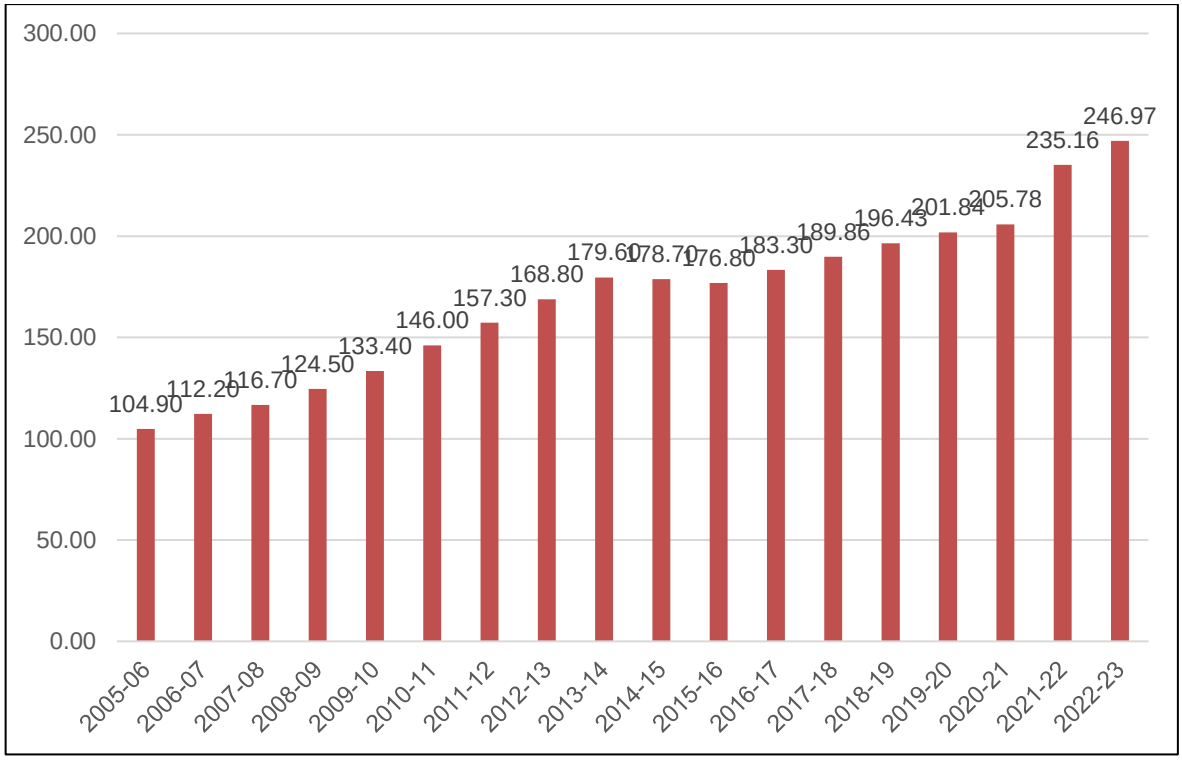


Figure 4-1 : Historical Rate of WPI Inflation in India

The historical WPI data and its respective growth from Year 2018 to up to Dec-2023 is summarized below.

Table 4-2 : Historical WPI value and Growth Sceneries

WPI Historical													
Month / Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Average**
2018	116	116.1	116.3	117.3	118.3	119.1	119.9	120.1	120.9	122	121.6	119.7	118.94
2019	119.2	119.5	119.9	121.1	121.6	121.5	121.3	121.5	121.3	122	122.3	123	121.18
2020	123.4	122.2	120.4	119.2	117.5	119.3	121	122	122.9	123.6	125.1	125.4	121.83
2021	126.5	128.1	129.9	132	132.9	133.7	135	136.2	137.4	140.7	143.7	143.3	134.95
2022	143.8	145.3	148.9	152.3	155	155.4	154	153.2	151.9	152.9	152.5	150.5	151.31
2023	150.7	150.9	151	151.1	149.4	148.9	152.1	152.5	151.5	152.1			151.02
Growth Inflation													
Month / Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Average**
2019	2.76%	2.93%	3.10%	3.24%	2.79%	2.02%	1.17%	1.17%	0.33%	0.00%	0.58%	2.76%	1.90%
2020	3.52%	2.26%	0.42%	1.57%	3.37%	1.81%	0.25%	0.41%	1.32%	1.31%	2.29%	1.95%	0.54%
2021	2.51%	4.83%	7.89%	10.74%	13.11%	12.07%	11.57%	11.64%	11.80%	13.83%	14.87%	14.27%	10.76%
2022	13.68%	13.43%	14.63%	15.38%	16.63%	16.23%	14.07%	12.48%	10.55%	8.67%	6.12%	5.02%	12.24%
2023	4.80%	3.85%	1.41%	0.79%	3.61%	4.18%	1.23%	0.46%	0.26%	0.52%			**0.10%**
Average												**6.00%**	**5.07%**

In current year the inflation in Indian economy has eased out abnormally due to various factor. As per experts this is expected to be a short phase trend and inflation is likely to pick up again in future. Accordingly, in the current year (Dec 2023) WPI inflation of 1% is considered as per actual. It can be observed that there has been huge variation in inflation in a shorter period but overall, historically WPI has grown by about 5%. Hence there is a high possibility that WPI inflation in next year would increase to double figure or so to make up for this year. Hence projected WPI inflation of 1% in Dec.2023, 8% in Dec.2024 and 6% in Dec.2025 in considered to keep about 5% average inflation over period. For further future years, as expected, normal 5% inflation in WPI is considered.

Thus, worked out rates for various categories of vehicle and discounts are given as Under.

Table 4-3 : Year wise Toll Rates (Rs. Rupees)- TP1 Km 172.00 - Single Journey

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2023-24	150	230	465	465	715	715	915
2024-25	150	235	480	480	730	730	940
2025-26	165	250	515	515	785	785	1005
2026-27	170	265	540	540	825	825	1065
2027-28	180	280	570	570	870	870	1120
2028-29	190	295	600	600	915	915	1175
2029-30	200	310	630	630	960	960	1235
2030-31	210	325	665	665	1010	1010	1300
2031-32	220	345	695	695	1065	1065	1370
2032-33	235	360	735	735	1120	1120	1440

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2033-34	245	380	770	770	1180	1180	1515
2034-35	260	400	815	815	1240	1240	1595
2035-36	270	420	855	855	1305	1305	1680
2036-37	285	445	900	900	1375	1375	1770
2037-38	300	470	950	950	1450	1450	1865

Table 4-4 : Year wise Toll Rates (Rs. Rupees)- TP2 Km228.00 - Single Journey

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2023-24	155	240	480	480	725	725	945
2024-25	160	245	490	490	745	745	970
2025-26	170	260	525	525	795	795	1035
2026-27	180	275	555	555	845	845	1095
2027-28	190	290	585	585	885	885	1155
2028-29	200	305	615	615	930	930	1210
2029-30	210	320	645	645	980	980	1275
2030-31	220	335	680	680	1030	1030	1340
2031-32	230	355	715	715	1085	1085	1410
2032-33	245	375	750	750	1140	1140	1485
2033-34	255	395	790	790	1200	1200	1565
2034-35	270	415	835	835	1265	1265	1645
2035-36	285	435	875	875	1330	1330	1735
2036-37	300	460	925	925	1400	1400	1825
2037-38	315	485	975	975	1475	1475	1920

Table 4-5 : Year wise Toll Rates (Rs. Rupees)- TP1 Km 172.000- Return Journey

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2023-24	225	345	700	700	1070	1070	1375
2024-25	230	355	720	720	1100	1100	1410
2025-26	245	380	770	770	1175	1175	1510
2026-27	260	400	815	815	1240	1240	1595
2027-28	270	420	855	855	1305	1305	1675
2028-29	285	445	900	900	1370	1370	1765
2029-30	300	465	945	945	1445	1445	1855
2030-31	315	490	995	995	1520	1520	1950
2031-32	330	515	1045	1045	1595	1595	2050
2032-33	350	540	1100	1100	1680	1680	2160
2033-34	370	570	1160	1160	1770	1770	2275
2034-35	385	600	1220	1220	1860	1860	2395
2035-36	410	630	1285	1285	1960	1960	2520
2036-37	430	665	1350	1350	2065	2065	2655
2037-38	450	700	1425	1425	2175	2175	2795

Table 4-6 : Year wise Toll Rates (Rs. Rupees)- TP2 Km 228.000 - Return Journey

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2023-24	230	355	720	720	1090	1090	1420
2024-25	240	365	735	735	1120	1120	1455
2025-26	255	390	790	790	1195	1195	1555
2026-27	270	415	835	835	1265	1265	1645
2027-28	285	435	875	875	1330	1330	1730
2028-29	295	455	920	920	1395	1395	1820
2029-30	315	480	970	970	1470	1470	1915
2030-31	330	505	1020	1020	1545	1545	2010
2031-32	345	530	1070	1070	1625	1625	2115
2032-33	365	560	1130	1130	1710	1710	2225
2033-34	385	590	1185	1185	1800	1800	2345
2034-35	405	620	1250	1250	1895	1895	2470
2035-36	425	655	1315	1315	1995	1995	2600
2036-37	450	685	1385	1385	2100	2100	2735
2037-38	470	725	1460	1460	2215	2215	2885

Table 4-7 : Year wise Toll Rates (Rs. Rupees) - TP1 Km 172.000 - Monthly Pass

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2023-24	4950	7675	15575	15575	23785	23785	30565
2024-25	5080	7875	15990	15990	24410	24410	31375
2025-26	5425	8415	17085	17085	26090	26090	33530
2026-27	5740	8900	18065	18065	27580	27580	35450
2027-28	6030	9355	18990	18990	28995	28995	37265
2028-29	6340	9835	19970	19970	30490	30490	39180
2029-30	6670	10345	21000	21000	32065	32065	41205
2030-31	7015	10880	22090	22090	33725	33725	43345
2031-32	7380	11445	23240	23240	35485	35485	45605
2032-33	7770	12045	24455	24455	37340	37340	47990
2033-34	8175	12680	25740	25740	39300	39300	50510
2034-35	8605	13350	27100	27100	41375	41375	53175
2035-36	9065	14055	28535	28535	43570	43570	55990
2036-37	9545	14805	30050	30050	45885	45885	58970
2037-38	10055	15595	31655	31655	48335	48335	62120

Table 4-8 : Year wise Toll Rates (Rs. Rupees) - TP2 Km 228.000 - Monthly Pass

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2023-24	5155	7920	15960	15960	24215	24215	31525
2024-25	5290	8125	16380	16380	24855	24855	32360
2025-26	5655	8685	17505	17505	26565	26565	34580
2026-27	5980	9185	18510	18510	28085	28085	36560
2027-28	6285	9655	19460	19460	29525	29525	38435
2028-29	6610	10150	20460	20460	31040	31040	40410
2029-30	6950	10675	21515	21515	32645	32645	42500
2030-31	7310	11230	22630	22630	34340	34340	44705

Year	CAR	Minibus /LCV	Bus	Truck-2 Axle	Truck-3 Axle	Multi axle (4 to 6 Axle)	Oversized Vehicles
2031-32	7690	11815	23810	23810	36130	36130	47035
2032-33	8095	12430	25055	25055	38020	38020	49495
2033-34	8520	13085	26375	26375	40015	40015	52095
2034-35	8970	13775	27765	27765	42130	42130	54845
2035-36	9445	14505	29235	29235	44360	44360	57750
2036-37	9945	15275	30790	30790	46720	46720	60825
2037-38	10480	16090	32435	32435	49215	49215	64070

Table 4-9 : Year wise Toll Rates (Rs. Rupees) - Local Monthly Pass

Year	CAR
2023-24	330
2024-25	340
2025-26	360
2026-27	385
2027-28	400
2028-29	425
2029-30	445
2030-31	470
2031-32	490
2032-33	520
2033-34	545
2034-35	575
2035-36	605
2036-37	635
2037-38	670

4.6 Toll Revenue at all toll plazas

Toll revenue at all toll plazas is worked out on the basis of the above rates and traffic projection for three scenarios, i.e. Most Likely, Pessimistic and Optimistic case is given in tables below.

Table 4-10 : Toll Revenue- Most Likely Scenario (Rs. Crores)

Year	TP-1	TP-2	Total
2023-24	193.32	153.64	**346.96**
2024-25	211.61	169.48	**381.08**
2025-26	233.27	183.68	**416.95**
2026-27	255.70	202.97	**458.67**
2027-28	281.85	222.93	**504.78**
2028-29	309.41	243.21	**552.62**
2029-30	339.76	267.28	**607.04**
2030-31	368.29	288.82	**657.12**
2031-32	399.74	312.86	**712.60**
2032-33	434.59	338.38	**772.97**
2033-34	471.01	365.82	**836.83**
2034-35	511.29	397.08	**908.37**
2035-36	551.51	427.54	**979.05**
2036-37	592.88	459.08	**1051.95**

Year	TP-1	TP2	Total
2037-38	639.28	493.46	**1132.75**

Table 4-11 : Toll Revenue - Pessimistic Scenario (Rs. Crores)

Year	TP-1	TP2	Total
2023-24	193.32	153.64	**346.96**
2024-25	211.03	169.06	**380.09**
2025-26	232.07	182.77	**414.84**
2026-27	253.72	201.43	**455.15**
2027-28	279.02	220.63	**499.65**
2028-29	305.61	240.17	**545.78**
2029-30	334.80	263.37	**598.17**
2030-31	362.13	283.84	**645.98**
2031-32	392.17	306.68	**698.85**
2032-33	425.36	330.88	**756.24**
2033-34	459.99	356.82	**816.81**
2034-35	498.19	386.28	**884.47**
2035-36	536.09	414.97	**951.06**
2036-37	574.94	444.49	**1019.43**
2037-38	618.51	476.64	**1095.15**

Table 4-12 : Toll Revenue - Optimistic Scenario (Rs. Crores)

Year	TP-1	TP2	Total
2023-24	193.32	153.64	**346.96**
2024-25	212.10	169.97	**382.08**
2025-26	234.36	184.73	**419.08**
2026-27	257.47	204.56	**462.03**
2027-28	284.48	225.18	**509.67**
2028-29	313.05	246.24	**559.30**
2029-30	344.56	271.28	**615.84**
2030-31	374.38	293.81	**668.19**
2031-32	407.25	319.05	**726.31**
2032-33	443.83	345.90	**789.72**
2033-34	482.16	374.82	**856.98**
2034-35	524.71	407.70	**932.41**
2035-36	567.27	440.00	**1007.26**
2036-37	611.20	473.55	**1084.75**
2037-38	660.63	510.28	**1170.91**

CHAPTER 5
CONCLUSION & RECOMMENDATION

5.1 General

Project road from Moradabad to Bareilly is an important link for connecting Western Uttar Pradesh, NCR and other northern states to Eastern Uttar Pradesh and Bihar, Bengal. Link also connects Eastern part of Uttarakhand (Rudrapur, Haldwani, Nanital, Bilaspur) with Delhi NCR and Western Uttar Pradesh.

Conclusion & Recommendations

Project stretch has committed traffic with potential of growth. Both toll plazas have shown considerable growth in traffic volume post COVID-19 which is likely to continue in future as well.



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Consultancy Services For Preparation of Traffic Report for Independent Assessment of Traffic Forecasting and Toll Revenue Estimations Pune Sholapur Road Development Company Limited (PSRDCL)

Final Traffic Report



December 2023

CLIENT

PSRDCL

Pune Sholapur Road Development Company Limited

CONSULTANT

Segmental Consulting & Infrastructure Advisory Private Limited

TRAFFIC REPORT

December 2023

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Annexure 2: Mode-wise Projected Traffic

Annexure 3: Mode-wise Projected Toll Revenue

1 INTRODUCTION

1.1 Background

Pune Sholapur Road Development Company Limited (PSRDCL) has appointed Segmental Infrastructure & Management Services as the Traffic Consultant to assess the traffic forecasting and toll revenue estimation for the Pune Sholapur Highway, which is a section of the National Highway 65 (Old NH 9) from Km. 144.9 to Km. 249.0.

The project road was upgraded to four lanes with paved shoulders in 2011-12 under the design-build-finance-operate-transfer basis under NHDP Phase III program. A concession agreement dated September 30, 2009 was entered into between the National Highway Authority of India (NHAI) and PSRDCL. The project commenced tolling in August 23, 2013. The concession period for this project is 19 years and 295 days commencing from appointed date i.e September 28, 2011 and as per the concession agreement, PSRDCL is entitled to collect fees from project highway users, subject to the National Highways fee rules. PSRDCL has submitted for the extension of concession period for 3 years and 351 days (letter no. PSRDCL/PRJ/TEC/CLO-579/4513 dated 23rd June 2021). Hence the traffic and revenue projections are made upto the year 2036-37.

1.2 Project Road Features

NH 65 runs in the east- west direction through the states of Maharashtra, Karnataka, Telangana, and Andhra Pradesh (total length: 926 km). It starts from Pune (Maharashtra) and ends at Machilipatnam (in Andhra Pradesh). Other cities through which the highway passes are Solapur, Hyderabad, Vijayawada and Machilipatnam. This is made a four-lane road throughout the length with bypasses at major cities like Indapur, Solapur, Hyderabad, Suryapet, etc. It is the prime corridor between Mumbai/ Pune region in the west and Hyderabad/Vijayawada region in the east.



Project road starts from Km. 144.9 (near Indapur in Pune district) and ends at Km. 249.0 near Solapur with a length of 101.30 Kms. The project road falls under two districts of Maharashtra namely Pune and Solapur. The important towns and settlements along the project road are Indapur, Temburni, Mohol and Solapur. In addition to the through traffic (interstate traffic), the project stretch provides seamless connectivity between Pune and Solapur.

NH 52 (running from Sangrur in Punjab and passing through Haryana, Rajasthan, Madhya Pradesh, Maharashtra and end at Akola in Karnataka) crosses the project road at Solapur. The traffic towards Telangana/Andhra Pradesh/Tamil Nadu continue through NH 65 and traffic bound to/from Karnataka divert to NH 52 from the project road at Solapur.

The project road is presented in Figure 1.1. Toll plazas are present at two locations and both are located in Solapur district. Both toll plazas have equal control length of 50.65 Km each(Source: Schedule R of Concession document).

- Toll plaza 1, (Km 173.500, Warwade TP), and
- Toll plaza 2, (Km 69+000, Sawaleshwar TP)

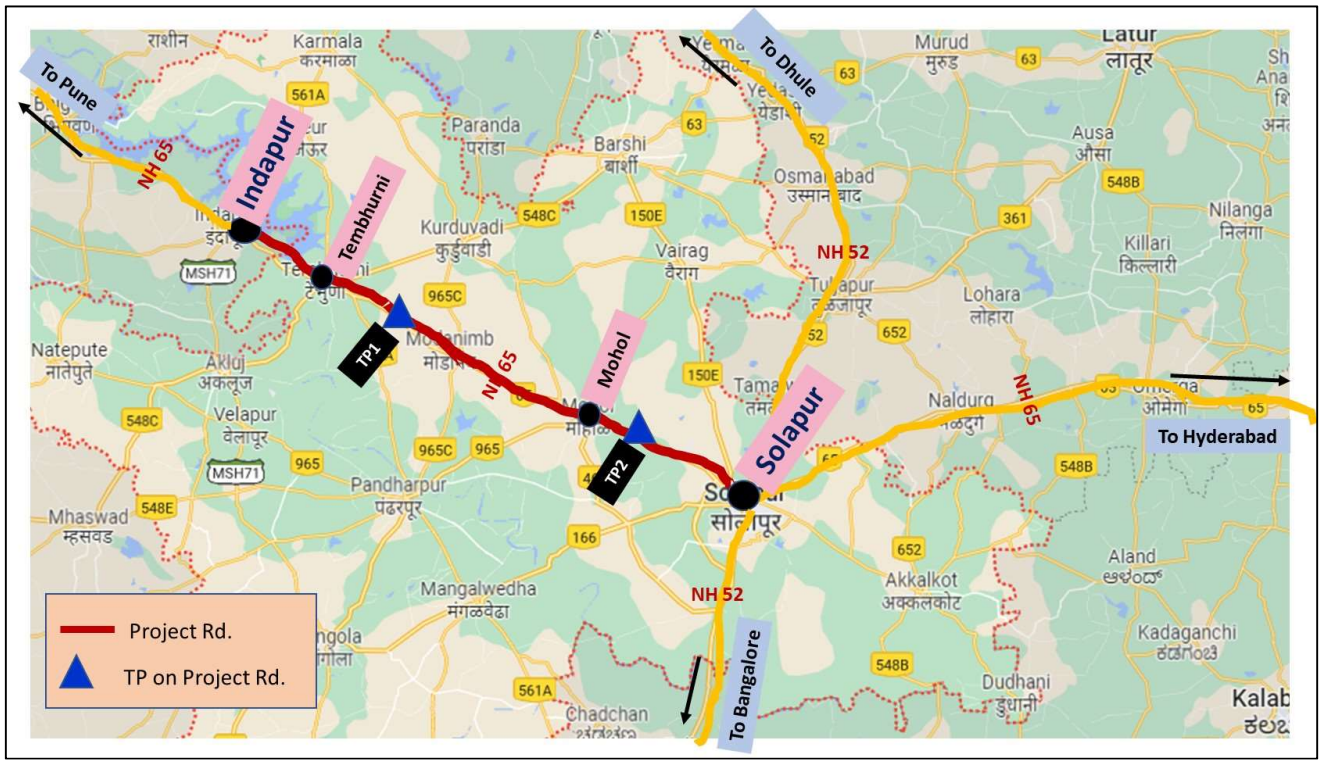


Figure 1-1: Project Road









Views of Toll Plazas

1.3 Objectives and Scope of Services

The prime objective of the present study is to establish and forecast the traffic and toll revenue for the concession period. The scope of the project is as listed below:

a) Collection of Class wise Traffic data from the TMS System/Toll Records from Apr. to Sept. 2023 for the operational toll plazas on the project road to derive the Average Daily Traffic (ADT) for the year 2023-24.
b) Two- day Origin-Destination (OD) survey at existing operational toll plaza locations to assess the existing travel pattern of vehicles plying on the project road – origin and destination, commodity carried for freight vehicles, purpose of travel for cars.
c) Establishing seasonality factors using available past traffic data and/or from using fuel sales data or using the past actual traffic data or any relevant data
d) Estimation of the base year Annual Average Daily Traffic (AADT) using available toll data for the year or seasonality factors for conversion of ADT to AADT
e) Reviewing past traffic studies, analysis of past traffic data and other relevant reports as may be available to determine category wise volume of traffic for past years.
f) Identifying any competing route(s) and analyse network conditions, traffic characteristics & level of toll charged and the advantage/ disadvantage of the competing road(s) and their impact on project traffic.
g) Analysing OD data – OD matrices, regional distribution of traffic, commodity composition, top OD pairs, identification of Project Influence Area from analysis of travel pattern
h) Carrying out a study of past economic performance of influence area
i) Diversion analysis, if needed – cost ratio-based diversion analysis to be carried for respective potential OD pairs
j) Estimation of traffic growth rates for each category of vehicle under 3 scenarios – most likely, optimistic (high) and pessimistic (low) growth scenario
k) Preparation of traffic projections for the concession period in three scenarios – most likely, high, and low
l) Analysis of trip frequency in Daily, Return, Monthly, Local Passenger & Local Commercial vehicles as per their category/class as per applicable toll schedule - estimation of toll able traffic streams by toll category
m) Estimation of toll revenue as per categories of traffic streams stipulated in the tolling schedule for the concession period

1.4 Organization of the Report

This report documents the project activities, the results, and the findings of the study in coherence with the Terms of Reference, and is organized in eight chapters.

Chapter 1 Brief background of the project and scope of study

Chapter 2 Socio economic profile of the project Area

Chapter 3 Toll traffic data analysis

Chapter 4 ADT & AADT estimation

Chapter 5 Traffic OD surveys and data analysis

Chapter 6 Upcoming Road Projects and Impact Assessment

Chapter 7 Traffic growth rate estimation & Traffic Projection

Chapter 8 Toll revenue projection

2 STUDY AREA PROFILE

As mentioned in Chapter 1, the project road passes through the state of Maharashtra. Hence, the socio-economic profile of Maharashtra is discussed in this chapter.

2.1 Socio-Economic Profile of Maharashtra

Maharashtra occupies the western & central part of India and has 720 km long coastline. The State is surrounded by Gujarat to the north west, Madhya Pradesh to the north, Chhattisgarh to the east, Telangana to the south east, Karnataka to the south and Goa to the south west. For administrative convenience, the State has been divided into 36 districts and 6 revenue divisions. It has a population of 11.24 crore (2011 census) and a geographical area of about 3.08 lakh sq. km and the state ranks 2nd by population and 3rd in terms of geographical area. Maharashtra is one of the highly urbanised states in India.

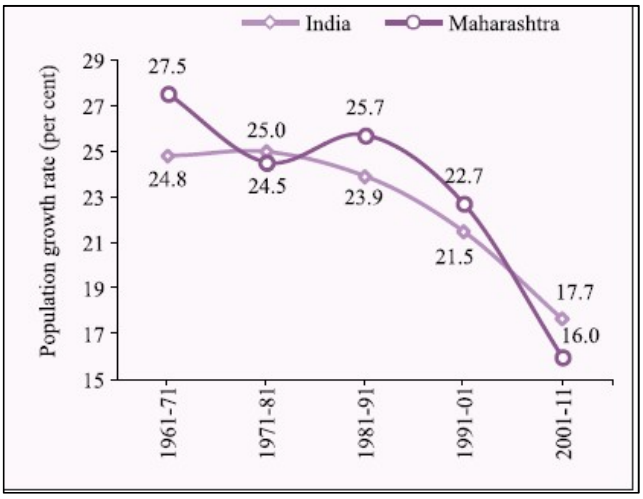
Socioeconomic profile of Maharashtra is presented in **Table 2-1**.

Table 2-1: General Socioeconomic Profile of Maharashtra

Sl. No	Parameters	Values
1	Population	112.37 million
2	Administrative districts	36
3	Population density (persons per sq km)	365
4	Literacy rate	82.3
5	NSDP (for 2021-22 at constant price, 2011 base) Rs. In Crores	1731189
6	Per Capita Income (Rs.)	2,15,233 (2021-22)

Source: Maharashtra Economic Survey 2022-23, Census 2011, RBI

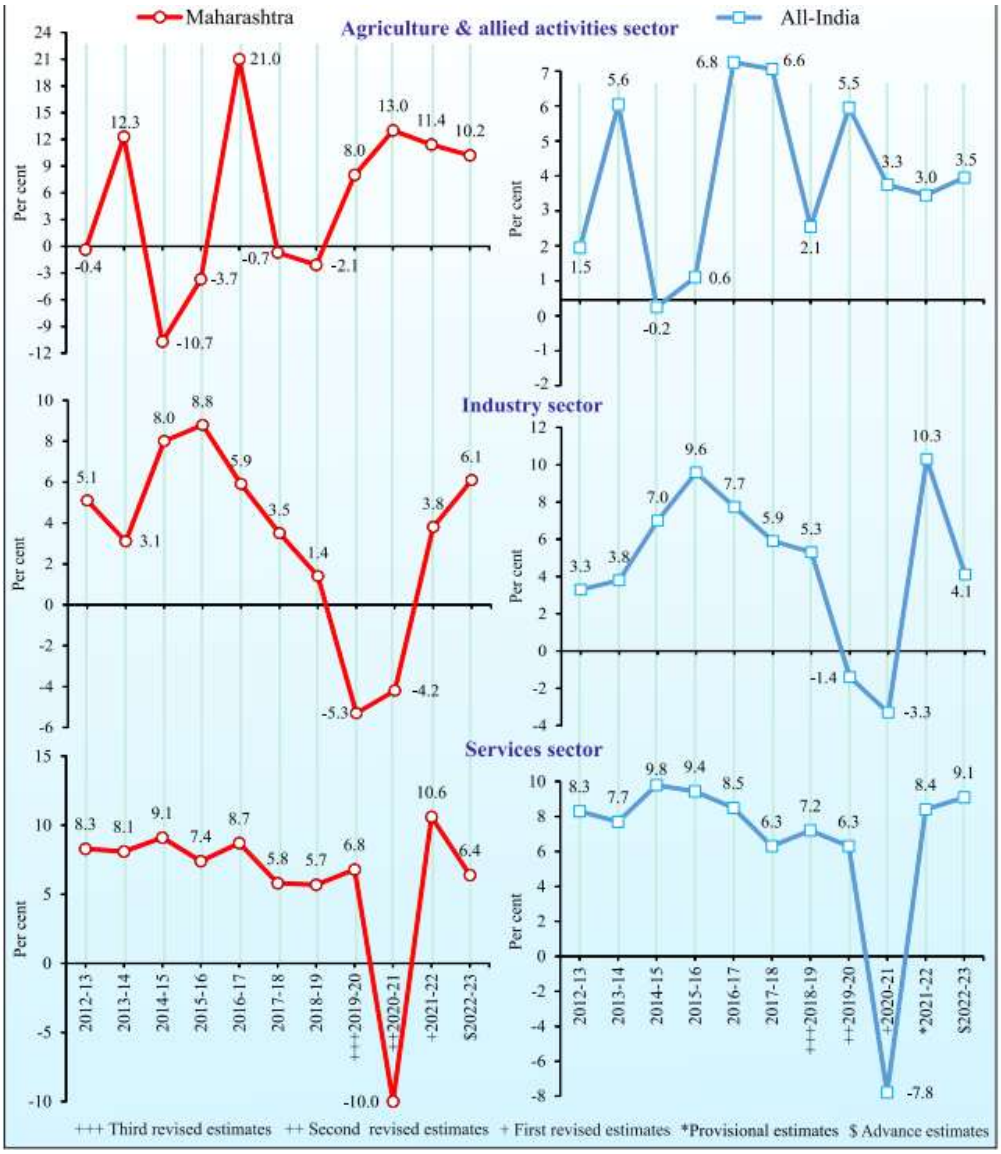
Population Growth: The percentage decadal growth rate of the State population during 2001-2011 has registered sharp decline from 22.7 per cent in 2001 to 16.0 per cent in 2011, a decrease of 6.7 percentage points.



State Income: As per the first revised estimates, the real State Income i.e. NSDP (at constant 2011-12 prices) in 2021-22 is estimated at 17,31,189 crore, showing an increase of 9.1 per cent over

the previous year. The Per Capita State Income is estimated at 2,15,233 during 2021-22 whereas it was 1,83,704 during 2020-21.

In the current (base year 2011-12) series from 2011-12 to 2021-22, the average share of 'Agriculture & allied activities', 'Industry' and 'Services' sector in nominal GVA is 18.4 per cent, 29.6 per cent and 52.0 per cent respectively.



Growth trend in different sectors of the economy **(Gross Value Added/Gross State Value Added)**

Industry: The State is an industrial hub and has been contributing majorly to the growth of the national economy. The six important industries in the state are cotton textiles, chemicals, machinery, electricals, transport, and metallurgy. The economy of Maharashtra is mainly driven by manufacturing, finance, international trade, mass media, technology, petroleum, fashion, apparel, gems & Jewellery, IT & ITES and tourism. The State has well developed industrial ecosystem for industries viz. automobile (Pune and Aurangabad region), Electronic Systems Design & Manufacturing (Pune region), Pharmaceuticals & Chemicals (Mumbai-Thane, Aurangabad & Pune region), Engineering (Ahmednagar-Nashik, Pune & Aurangabad region), Textile (Solapur-Pune, Nagpur & Amravati region), Food Processing (Solapur-Pune, Ahmednagar-Nashik, Nagpur & Amravati region), Logistics (Mumbai-Thane and Nagpur & Amravati region), Cement & Steel industry (Vidarbha- Marathwada region) and IT & ITES (Mumbai-Thane, Pune, Nagpur & Amravati region). The State has the largest number of large and mega projects in the country.

Exports from the State cover a wide range of products such as gems & jewellery, petrochemicals, readymade garments, cotton yarn, metal & metal products, agro-based products, engineering items, drugs & pharmaceuticals and plastic & plastic items.

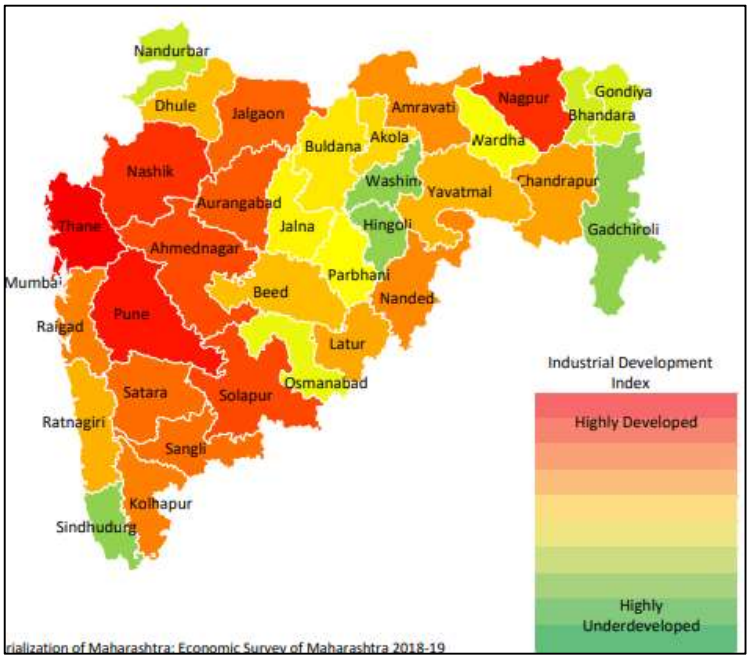
Table 8.5 Exports from Maharashtra and All-India

(₹ Crore)

Year	Maharashtra	All-India
2018-19	5,08,975	23,07,726
2019-20	4,59,637	22,19,845
2020-21+	1,72,262	9,39,924

Source : Directorate of Industries, GoM +upto September

Mining: Around 58 thousand sq km (19 per cent of the State's total geographical area) has been identified as the total potential mineral area in the State. Bhandara, Chandrapur, Gadchiroli, Nagpur, Gondiya & Yavatmal districts in Vidarbha region, Kolhapur in Western Maharashtra and Raigad, Ratnagiri & Sindhudurg districts in Konkan region have deposits of major minerals like coal, limestone, manganese ore, bauxite, iron ore, kyanite, fluorite (graded), chromite, etc.



Textiles: The State produces ample quantity of cotton & silk and fairly good quantity of wool. It also produces large quantity of non conventional yarn from bamboo, banana, ghaypat, ambadi and coir. The State has set an objective of achieving 100 percent processing of all the cotton grown. Textile parks provides a platform to many small and medium industries to flourish their businesses. There are 13 Textile Parks in the State at Hinghanghat (Wardha), Basmat (Hingoli), Latur (Latur), Shirpur, Dhule & Degaon (Dhule), Bhivandi (Thane), Baramati (Pune), Islampur (Sangli) and Ichalkaranji (Kolhapur). In all there are 631 units functioning in these13 textile parks with total employment of 25,576.

The relative industrialization of the project influence region is given in Figure given below. The project stretch passes through Pune Solapur regions, in which both regions are highly industrialized.

Key industrial clusters in Maharashtra are given below.



The thrust sectors are given below.

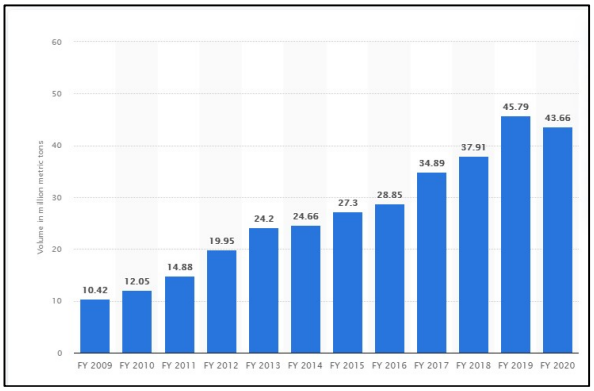
- Industry 4.0 (AI, 3D Printing, Internet of Things, Robotics and Nanotechnology, among others)
- Electronic Systems Design & Manufacturing (ESDM) & Semiconductor Fabrication (FAB
- Electric Vehicles (Manufacturing, Infrastructure & Servicing)
- Promotion of Integrated Data Centre Parks (IDCP)
- Aerospace and Defence Manufacturing
- Information Technology (IT) & IT enabled Services (ITeS)
- Biotechnology, Medical & Diagnostic Devices
- Agro & Food Processing (secondary & tertiary processing units)
- Logistics & Warehousing
- Textile Machinery Manufacturing
- Sports and Gym Equipment Manufacturing
- Nuclear Power plant equipment manufacturing
- Mineral / Forest based Industries
- Green Energy/ Bio Fuel Production

2.1.1 Port Sector

Maharashtra has the second-largest coastline among all maritime states in India. The state has two major ports, Mumbai Port and Jawaharlal Nehru Port (JNP) both located in Mumbai harbour. While Mumbai port has been acting as one of the major gateways for more than a century, JNP since its establishment in 1990s has emerged as a premier container handling port, accounting for almost 55% of the container traffic movement amongst the major ports in India.

The operational minor (non-major) ports under Maharashtra Maritime Board(MMB) handling cargo include the ports at Dahanu, Tarapur, Dharamtar, Ulwa-Belapur, Trombay, Revdanda,

Dighi, Dabhol, Bankot, Kelshi, Ratnagiri, Jaigad, Vijaydurg and Redi. The cargo commodities handled at the minor ports are bulk cargo and include coal, clinker, iron ore, limestone, cement, bauxite, sand, LPG, molasses etc.



Mumbai port has recorded 12.1 per cent decline in cargo movement at 53 million tonnes, while JNPT has moved 64 million tonnes of cargo during 2020-2021, thereby recording a decline of 5.32 per cent over the previous year 2019-2020. Covid-induced lockdowns disrupted the import and export activities in 2020-2021.

2.1.2 Socio Economic Features of Project Influence Districts

As the project corridor directly connects the districts, Pune and Sholapur, the socio economic parameters of these districts are analysed here.

Districts	Population (2011)	Area (sq. km.)	Density of Population (persons/sq km)
Pune	9,429,408	15,643	603
Solapur	4,317,756	14,895	290

The decadal growth in population of Pune and Solapur districts are 30.34% and 12.16% respectively. Gross district domestic product for the project influence districts are given below

Real Gross district domestic product at Constant (2011-12) prices

GDDP (Rs. in crores)	2018-19	2019-20	2020-21	2021-22	CAGR (2018-19 to 2021-22)
Pune	2,28,102	2,34,898	2,13,158	2,32,369	0.6%
Solapur	65,321	67,744	65,239	71,332	3.0%

Pune: Pune district is one of the districts in Maharashtra with seventh largest metropolitan economy and sixth highest per capita income in the country. Major revenue of the district comes from IT and manufacturing industries.

Agriculture: Wheat, rice , gram, bajra, sugarcane, groundnuts, chillies, pulses, vegetables, fruits and flowers are the major crops. Both rabi and kharif crops are grown in several parts of the district.
Industries: Pune is one of the most industrialized district in Maharashtra. The important large scale industries include sugar, automobile, packaging, pharmaceutical, engineering goods etc. The small-scale industries include Agricultural tools, pumps, plastic, electronics etc. The district has some defence factories as well.

Maharashtra Industrial Development Corporation (MIDC) has a large presence in the district with large industrial estates at Chakan, Bhosari, Ranjangaon, Hadapsar and Chinchwad.

The Pune region has become the top industrial belt among all the Maharashtra Industrial Development Corporation (MIDC) zones, housing the largest number of industrial units, according to recent reports. The Pune region, which includes Pune, Pimpri-Chinchwad, Talegaon, and Chakan, has been able to attract the greatest number of industrial units due to its favorable location, skilled workforce, and availability of land. As per the latest data, the Pune region has over 8,000 registered industrial units, the highest among all the MIDC zones in Maharashtra. These units provide employment to a large number of people and contribute significantly to the state's economy.

The Pune region's success in the industrial sector can be attributed to its strategic location, availability of resources, and supportive policies. The region's growth in this sector is expected to have a positive impact on the state's economy and provide employment opportunities to many people.

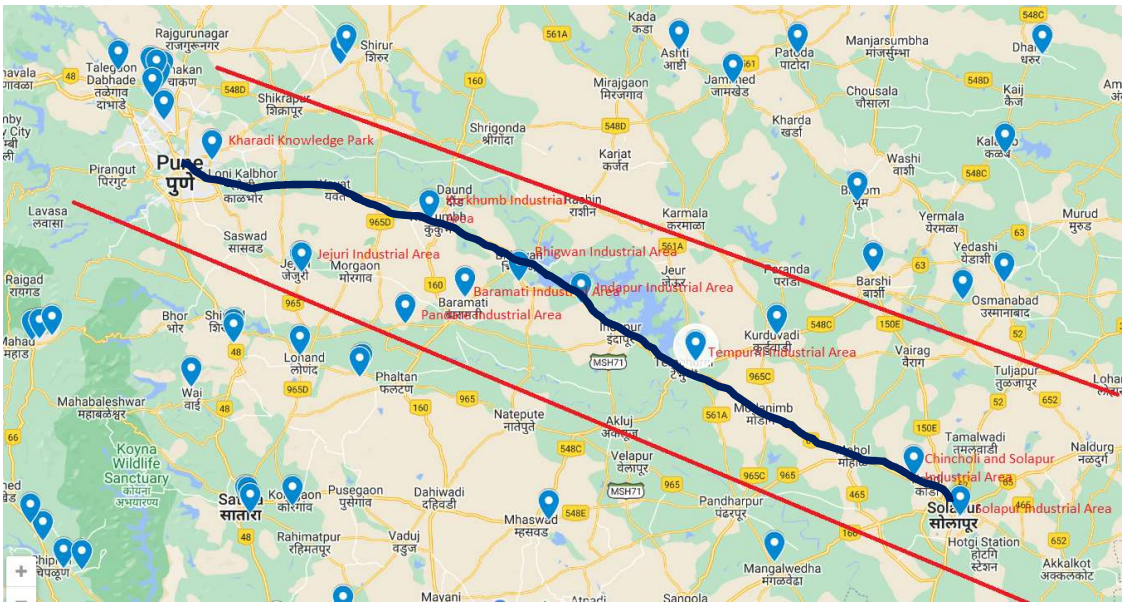
The MIDC is taking steps to develop the infrastructure in the region and attract more industries, leading to further growth in the future. The growth of industrial units in the Pune region is expected to continue, with many companies showing interest in investing in the area.

Solapur District: According to the 2011 census Solapur District has a population of 4,317,756, the 43rd largest district in India by population (out of 640). The district has a population density of 290 inhabitants per square kilometre (750/sq mi). Its population growth rate over the decade 2001-2011 was 12.1%.

The economy of the district is mainly based on agriculture. Major agricultural crops include Jowar, wheat, sugarcane, chana, tur and groundnut. Sugarcane is the majorly grown crop in Solapur. The district is called the Granary of Sorghum.

The district is also famous for its Chadder, handloom and powerloom and beedi industries. Solapur also homes many fruit processing industries.

Industrial Areas in Proximity to Project Corridor



2.2 Proposed/Ongoing projects which will have an impact on the economic growth of Maharashtra

Development of Satara Industrial Area under BMIC Project: Government of India has envisaged the development of Bengaluru Mumbai Industrial Corridor (BMIC) between Karnataka and Maharashtra with an objective to achieve accelerated development and regional industry agglomeration in the states of Karnataka and Maharashtra. An area is earmarked in Satara as investment region, which are proposed to be self-sustained nodes with world class infrastructure, road and rail connectivity for freight movement to and from ports and logistics hubs, served by reliable power, quality social infrastructure, and provide a globally competitive environment conducive for setting up businesses. National Industrial Corridor Development Corporation Limited (NICDC) is responsible for the implementation of this project. The project is in the planning stage.

Delhi Mumbai Industrial Corridor (DMIC): Futuristic industrial cities are planned along this corridor with strong economic base, which can compete with the best manufacturing and industrial destinations in the world and will activate local commerce. This will be developed along the Dedicated Freight Corridor (DFC), and 150 km on either side of DFC forms part of DMIC.

This corridor covers two industrial areas viz. Shendra-Bidkin (84 sq. kms) and Dighi port (253 sq. kms) in the Maharashtra State. The Shendra-Bidkin Industrial Area is envisioned as a very large-scale industrial cluster and the Dighi Port Industrial Area is intended to be a port as well as trade and industrial hub that will augment the port of Mumbai.

Aurangabad Industrial City (AURIC), a well-planned and Greenfield smart industrial city based on the concept of Walk to Work, is being developed across an area of 10,000 acres in the State as part of DMIC. State-of-the art smart technology along with infrastructure with focus on clean, reusable and recycling methodologies are being adopted.
A feeder rail links Nagpur to the DMIC corridor is also planned.

Prosperity Corridor: The Maharashtra Prosperity Corridor is a flagship project of the state government. It has two phases. The first phase relates to the Nagpur-Mumbai eight-lane 701-km road. The second phase relates to development of the 24 nodes (townships) along the road. The total land required for the project is 8,604 hectares and the project is under implementation.

Japanese Industrial Parks (JIT): SUPA JIT park is located near Pune, with 500 acre development in Phase I. It is developed and marketed by Maharashtra Industrial Development Corporation (MIDC).

2.3 Summary

This chapter presents the socio-economic profile of the project influencing state, ie; Maharashtra in general. Maharashtra is the most industrialized state and has maintained the leading position in the industrial sector in India. The state's per-capita income is 40% higher than the all-India average. Maharashtra contributes about 25% of the country's industrial output. Industrial activities in the state is concentrated in seven districts: Mumbai city, Mumbai suburban, Thane, Aurangabad, Pune, Nagpur and Nashik. Industries in Maharashtra include chemical and chemical products (18%), food and food products (16%), refined petroleum products (13%), machinery and equipment (8%), textiles (7%), basic metals (6%), motor vehicles (5%) and furniture (4%). The growth in the economy of the state will have a direct bearing on the expected future traffic.

3 ANALYSIS OF DATA COLLECTED THROUGH SECONDARY SOURCES

3.1 Toll Traffic Data & Analysis

The following toll traffic data has been provided by PSRDCL for the two toll plazas on the project road:

- Monthly traffic and revenue data from Apr. 2014-15 to Sept. 2023-24. The toll data of Apr. to Sept. 2023-24 has been used to derive the average daily traffic (ADT) for the current financial year. The provided data has used to estimate the seasonal correction factor (SCF). The same data has been analysed to understand the past growth trend of traffic on the project road.
- The monthly traffic data is also used to estimate trip categorisation/ type of tickets availed by the vehicles (ie; single, return, local pass, monthly pass and exempted) in paying toll and adopted to estimate the toll ticket categorisation of the vehicles in the revenue estimation.

Various vehicle types as per the data includes:

- Car/Taxi/Mini LGV
- LCV/Mini Bus
- Bus
- 2 Axle Truck (2 AT)
- MAVs (3 AT and above) and
- Over Sized Vehicles (OSV)

3.1.1 Analysis of Monthly Toll Traffic Data (Apr. to Sept. 2023-24)

The average daily traffic observed for the period from April to September 2023-24 is presented in Figure 3.1 to Figure 3.2 for the two toll plazas respectively. Traffic is higher on TP2, when compared to TP1 as TP2 is located close to Solapur city.

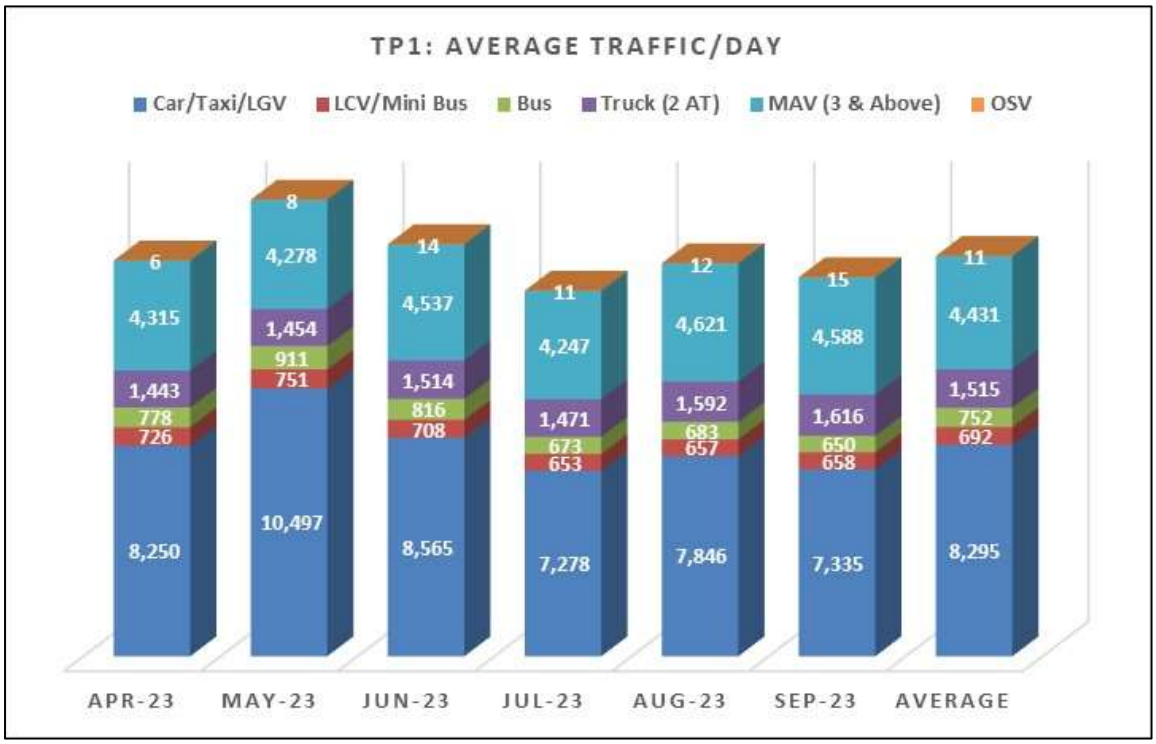


Figure 3-1: Average Daily Toll Traffic Observed at TP1 from April to September 2023

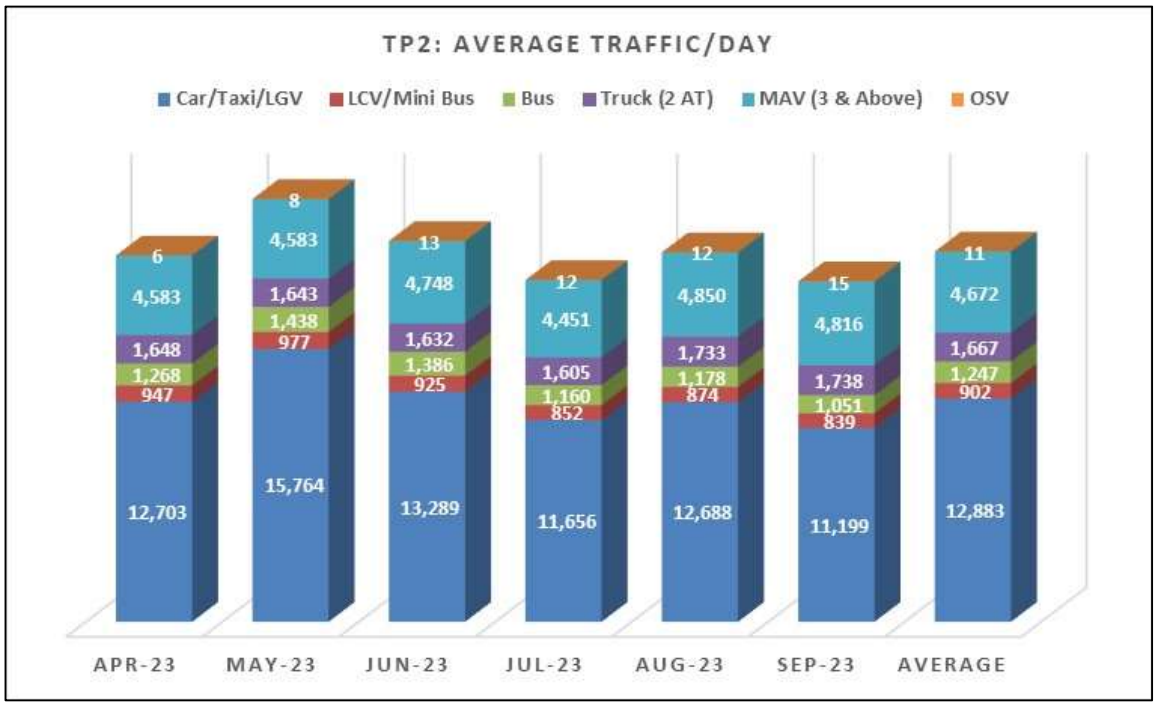


Figure 3-2: Average Daily Toll Traffic Observed at TP2 from April to September 2023

The average daily traffic (ADT) for the period from Apr. to Sept. 2023-24 is presented in Table 3.1.

Table 3-1: Average Daily Tollable Traffic (Apr. to Sept. 2023)

Veh. Type	TP1	TP2
Car/Taxi/Mini LGV	8,295	12,883
LCV/Mini Bus	692	902
Bus	752	1,247
Truck (2 AT)	1,515	1,667
3 AT+ MAV	4,431	4,672
OSV	11	11
Total Veh.	**15,696**	**21,382**
Total PCU	**36,140**	**44,067**

Source: PSRDCL

3.1.2 Analysis of Past Traffic Data

3.1.2.1 Seasonal Factors from Toll Data

ADT has been calculated for the period from Apr. to Sept. and seasonal factors are also estimated for the same period using the monthly past traffic data provided by PSRDCL (2014-15 to 2022-23, as suggested by PSRDCL). The traffic data for the years 2020-21 and 2021-22 is not used to derive SCF due to irregularities in the data caused by COVID impact. The derived factors are presented in Table 3.2.

Table 3-2: Estimated Seasonal factors from Toll Data for the period between Apr. and Sept.

	TP1						TP2				
	Car/Taxi / Mini LGV	LCV/ Mini Bus	Bus	Truck (2 AT)	(3 AT + MAV) /OSV		Car/Taxi / Mini LGV	LCV/ Mini Bus	Bus	Truck (2 AT)	(3 AT + MAV) /OSV
2014-15	1.04	0.99	0.94	0.97	1.04		1.01	0.99	0.94	1.02	1.07
2015-16	1.04	1.05	1.00	1.09	1.08		1.02	1.02	0.99	1.03	1.02
2016-17	1.05	0.95	1.00	1.01	0.98		1.05	0.96	0.98	1.00	0.99
2017-18	1.05	1.03	1.03	0.94	0.98		1.04	1.09	1.01	1.03	1.10
2018-19	0.99	0.94	0.91	1.05	1.00		0.99	0.98	0.96	1.05	1.05
2019-20	1.02	0.97	1.00	0.97	0.98		1.01	0.95	1.01	1.02	1.02
2022-23	1.05	1.00	1.04	1.00	0.97		1.03	1.03	1.03	1.04	1.07

3.1.2.2 Categorisation of Toll Traffic

The toll traffic data consists of two general categories, i.e. (1) traffic paying toll (captive toll traffic) and (2) exempted. The exempted type includes the exempted traffic as per the toll policy of the project (mainly constitute Govt. Patrol/ Police/Military/ Convoy vehicles/ post, and telegraph vehicles commuting along the road) and local vehicles exempted from toll. The share of exempted vehicles observed at the toll plazas (of the total traffic) using the monthly traffic data of 2022-23 and are presented in Table 3.3.

Table 3-3: Share of Exempted Vehicles

Veh Type	TP1	TP2
Car/Taxi/Mini LGV	7.74%	7.11%
LCV/Mini Bus	4.91%	6.00%
Bus	0.31%	0.75%
Truck (2 AT)	0.80%	1.48%
3AT+ MAV	1.30%	1.16%
OSV	0.04%	0.00%

Source: PSRDCL

The above share of traffic has been excluded and toll categorisation is made for the remaining traffic, which is the captive toll traffic. Trip categorisation (single trips, return trips, monthly pass and local pass for car) for the captive toll traffic is presented in Table 3.4.

Table 3-4: Trip Categorisation Derived from Toll Data

Veh Type	Single	Return	Local Monthly Pass	Monthly Pass	Total
TP1					
Car/Taxi/Mini LGV	58.51%	40.22%	1.27%	0.00%	100.00%
LCV/Mini Bus	68.28%	30.28%	0.00%	1.44%	100.00%
Bus	19.16%	80.84%	0.00%	0.00%	100.00%
Truck (2 AT)	83.34%	16.01%	0.00%	0.65%	100.00%
3AT+ MAV	88.27%	10.48%	0.00%	1.24%	100.00%
OSV	99.20%	0.72%	0.00%	0.08%	100.00%
TP2					
Car/Taxi/Mini LGV	46.81%	48.10%	5.07%	0.02%	100.00%
LCV/Mini Bus	58.14%	39.06%	0.00%	2.80%	100.00%
Bus	15.33%	84.67%	0.00%	0.00%	100.00%
Truck (2 AT)	76.58%	23.09%	0.00%	0.33%	100.00%
3AT+ MAV	82.25%	16.53%	0.00%	1.22%	100.00%
OSV	96.16%	3.84%	0.00%	0.00%	100.00%

Source: PSRDCL

3.1.2.3 Past Growth Trend of Toll Traffic

Monthly toll traffic data is available from Apr.'14 to Mar.'22 and is used to assess the growth trend of the traffic. To obtain a general traffic growth scenario, the average daily traffic for all months of toll operation for the last nine years (2014-25 to 2022-23) is considered and the summary along with the observed growth rates are presented in Table 3.5. All vehicle types had a growth trend in the past. The decline in the number of LCV/min bus traffic over the years may be due to the following reason. The FASTag operation started on the project road in May 2016. As per the FASTag manual, the toll amount for goods vehicles is decided based on the gross weight of the vehicle and LCV (3 axle) is clubbed along with 2 AT/Bus category. The FASTag penetration increased over the years and the toll data of LCV/mini bus category excluded partially LCV (3 Axle) and added with 2AT. Hence the

decrease in the LCV/Mini bus numbers. As it is added with 2Axle truck/Bus category and hence this vehicle category has higher growth.

The past traffic trend indicate that the project road has a potential to attract more traffic in the future.

Table 3-5: Observed Growth of Daily Traffic in the Past - TP1

Year	Car/Taxi /Mini LGV	LCV/Mini Bus	Bus	2 AT	3AT+ MAV	Total
TP1						
2014-15	2292	734	262	728	3573	7589
2015-16	2815	811	242	740	4108	8717
2016-17	2980	830	236	898	4560	9503
2017-18	5090	1171	663	1009	4858	12791
2018-19	5220	1153	652	924	4521	12470
2019-20	5238	966	582	1101	4473	12360
2020-21	5079	804	343	1093	4024	11343
2021-22	6355	773	453	1354	4552	13487
2022-23	8066	751	695	1468	4358	15338
TP2						
2014-15	3615	800	541	627	2155	7737
2015-16	4170	859	513	641	2334	8517
2016-17	4392	817	475	629	2221	8533
2017-18	8137	1237	1103	794	2736	14007
2018-19	8622	1323	1104	799	3243	15090
2019-20	8774	1162	1144	913	3314	15308
2020-21	7537	991	547	1016	2882	12972
2021-22	9748	910	639	1282	3258	15837
2022-23	12202	905	1153	1541	4124	19925
TP 1+ TP2						
2014-15	5907	1534	803	1355	5727	15327
2015-16	6986	1670	755	1381	6442	17234
2016-17	7372	1647	711	1527	6780	18036
2017-18	13227	2409	1766	1802	7594	26798
2018-19	13842	2475	1756	1723	7764	27560
2019-20	14012	2129	1726	2014	7787	27668
2020-21	12615	1795	890	2109	6906	24315
2021-22	16103	1684	1092	2636	7810	29324
2022-23	20267	1656	1848	3009	8483	35263
CAGR (2014-15 to 2022-23)	**16.7%**	**1.0%**	**11.0%**	**10.5%**	**5.0%**	**11.0%**
CAGR (2018-19 to 2022-23)	**10.0%**	**-9.6%**	**1.3%**	**15.0%**	**2.2%**	**6.4%**

3.2 Analysis of Fuel Sales data

Seasonal factors from Fuel data: Monthly fuel sales data collected from fuel stations along the project road and received three data sets. This data has been used for the estimation of seasonal factors.

The derived seasonal factors presented in Table 3.6. Seasonal Factor for Car is 1.30 (petrol based) and for bus/goods vehicle is 0.94 (diesel based) for the month of April.

Table 3-6: Seasonal factors from fuel sales data

	Petrol				Diesel			
	2017-18	2018-19	2019-20	Average	2017-18	2018-19	2019-20	Average
April	1.20	1.33	1.38	**1.30**	1.10	0.90	0.82	**0.94**
May	1.00	1.10	1.14	**1.08**	1.02	1.02	0.91	**0.98**
June	0.97	1.45	1.04	**1.15**	0.78	1.03	0.99	**0.93**
July	1.03	0.91	0.95	**0.96**	0.85	0.83	0.82	**0.83**
August	1.20	1.03	0.79	**1.01**	1.15	0.94	1.14	**1.07**
September	0.88	1.28	1.28	**1.15**	0.91	1.26	0.92	**1.03**
October	1.15	0.76	0.95	**0.95**	1.02	1.15	1.22	**1.13**
November	1.36	0.89	1.07	**1.11**	0.85	1.21	1.24	**1.10**
December	1.03	0.86	0.85	**0.92**	1.51	0.94	1.03	**1.16**
January	0.85	1.10	0.79	**0.92**	1.15	1.08	0.99	**1.07**
February	0.93	1.00	1.28	**1.07**	1.23	0.83	0.97	**1.01**
March	0.73	0.76	0.90	**0.80**	0.85	1.02	1.15	**1.01**

4 ADT & AADT Estimation

4.1 Average Daily Traffic (2023-24)

The ADT derived from the toll data for the period from Apr. to Sept. 2023 is reproduced in Table 4.1. Car/Taxi/Mini LGV category forms the major component of the tollable traffic at both TPs, followed by MAVs (3 & above axles).

Table 4-1: Average Daily Tollable Traffic

	Nos.		%	
Veh. Type	**TP1**	**TP2**	**TP1**	**TP2**
Car/Taxi/Mini LGV	8,295	12,883	52.8%	60.3%
LCV/Mini Bus	692	902	4.4%	4.2%
Bus	752	1,247	4.8%	5.8%
Truck (2 AT)	1,515	1,667	9.7%	7.8%
3 AT+ MAV	4,431	4,672	28.2%	21.8%
OSV	11	11	0.1%	0.1%
Total Veh.	**15,696**	**21,382**	**100%**	**100%**
Total PCU	**36,140**	**44,067**		

Source: PSRDCL Toll Traffic data. This traffic includes exempted vehicles

4.2 Annual Average Daily Traffic (AADT): 2023-24

AADT is obtained by multiplying ADT with seasonal correction factors. Since toll traffic is directly linked to the road traffic, seasonal factors estimated from the toll traffic data for the period from Apr. to Sept. has been recommended in the present study. Adopted seasonal factors are presented in Table 4.2.

Table 4-2: Adopted Seasonal Factors

Vehicle Category	TP1	TP2
Car/Taxi/Mini LGV	1.04	1.02
LCV/Mini Bus	0.99	1.00
Bus	0.99	0.99
2AT	1.00	1.03
3 AT + MAV/OSV	1.00	1.05

Source: PSRDCL

Accordingly, tollable AADT for the year 2023-24 has been calculated and is presented in Table 4.3 for the project road**.**

Table 4-3: Annual Average Daily Traffic (Tollable vehicles: 2023-24)

	TP1	TP2
Car/Taxi/Mini LGV	8,586	13,155
LCV/Mini Bus	685	905
Bus	742	1,233
2AT	1,521	1,710
3 AT + MAV	4,443	4,885
OSV	11	11
Total Veh.	**15,988**	**21,899**
Total PCU	**36,462**	**45,390**

Note: This traffic includes the exempted toll traffic mentioned in Section 3.1.2.2

The share of both captive tollable and exempted vehicles in AADT (2023-24) are presented in Table 4.4.

Table 4-4: AADT share of Actually Tollable and Exempted Vehicles (Nos.)

	AADT (actually tollable, which excludes exempted vehicles) *		AADT (Exempted vehicles)	
	TP1	TP2	TP1	TP2
Car/Taxi/Mini LGV	7,921	12,220	665	935
LCV/Mini Bus	651	851	34	54
Bus	740	1,224	2	9
2AT	1,509	1,685	12	25
3 AT+ MAV	4,385	4,828	58	57
OSV	11	11	0	-
Total	**15,218**	**20,818**	**770**	**1,081**
Total PCU	**35,444**	**44,015**	**1,018**	**1,375**

**- Adopted in the toll revenue estimation*

5 TRAFFIC OD SURVEYS & DATA ANALYSIS

5.1 OD Survey Methodology & Locations

Roadside Interview method, as detailed in IRC: 102-1988, is used for conducting O-D survey. The survey was carried out for tollable modes (both passenger and goods vehicles) for two days (in both directions). The information collected includes trip origin, trip destination, commodity details for goods vehicles and purpose and frequency of travel for passenger vehicles, etc. The data analysis is carried out to assess the movement pattern on the project road.

OD surveys were carried out at the toll plaza locations on the project road. The survey locations along with the schedule are presented in Table 5.1.

Table 5-1: Schedule of Surveys

Sl. No.	Type of Survey	No. of Locations	Location	Schedule
1	OD survey 2days (2X24)	2	TP1	25/04/2023 & 26/04/2023
			TP2	27/04/2023 & 28/04/2023





Survey Photos

Data Consistency: OD data have been checked location wise, mode wise and direction wise for the toll plaza location. The following consistency checks were done for data reliability.

- Zone coding was checked with raw data
- Illegal trips are removed from the data

5.2 Zoning System

Suitable zoning system has been developed for the study purpose. The zoning system developed for the study is listed and presented in Table 5.2.

Table 5-2: Zone list for the study

No.	Zone	Remarks
1	Varwade, Akumbe, Bhend, Aran, Modanimb,	Solapur district
2	Solankarwadi, Shetphal, Telangwadi, Kuranwadi, Ashti, Karkamb, Vyavahare Wasti	
3	Sawaleshar, Lamboti, Arjunsoand, Pakani, Chincholikati, Somanath nagar, Shirapur, Wadwal, Gotewadi ,ophali	
4	Darfal, Mohitewadi,Morvanchi, Ashte, Kolegaon, Virwade, Kondi, Kegaon, Hiraj, Parite, Tulshi, Jadhavwadi	
5	Solapur city	
6	Remaining areas of Solapur district	
7	Pune	Pune district
8	Mumbai	Districts of Maharashtra
9	Satara	
10	Sangli	
11	Kolhapur	
12	Sindurdurg	
13	Ratnagiri	
14	Raigad	
15	Ahmed nagar	
16	Nashik	
17	Dhule	
18	Nandurbar	
19	Jalgaon	
20	Usmanabad	
21	Latur	
22	Beed	
23	Nanded	
24	Aurangabad	
25	Jalna,	
26	Parbhani,	
27	Hingoli,	
28	Washim,	
29	Yawatmal,	
30	Buldhana	
31	Akola	

No.	Zone	Remarks
32	Amaravati	
33	Nagpur	
34	Wardha,	
35	Chandrapur	
36	Bhandara,	
37	Gondia	
38	Gadchiroli	
39	Gujarat	
40	Ports in Gujarat	
41	Rajasthan	
42	Haryana	
43	Punjab	
44	Himachal Pradesh	Other States
45	J & K	
46	Uttarakhand	
47	Delhi	
48	Uttar pradesh	
49	Madhya Pradesh	
50	Goa	
51	Karnataka	
52	Tamil Nadu,	
53	Kerala	
54	Telangana	
55	Andhra Pradesh	
56	Chattisgargh,	
57	Odissa	
58	Bihar,	
59	Jharkand,	
60	West Bengal	
61	Assam, Mijoram, Tripura, Manipur, Arunachalpradesh, Sikkim, Meghalaya, Nagaland	

5.3 Sample Size

The sample size covered in OD survey for various types of vehicles is given in Table 5.3.

Table 5-3: Sample Size

Vehicle Type	TP1	TP2
Car/Taxi/Mini LGV	17%	13%
LCV/Mini Bus	37%	32%
Bus	37%	17%
2 AT	22%	27%
3 A T + MAV	34%	35%

5.4 Influence Factors

The influence factors (the share of the origin or destination of the trip) indicates the importance of the area or region influencing traffic on the project road. It is estimated as given below:

$$IF = [(P_i + A_i) \text{ x } 100] / (\sum(P_i + A_i))$$

Where, IF = Influence Factor

P_i = Total trips produced in Zone i

A_i = Total trips attracted in Zone i

Influence factors obtained from the OD data are presented in Table 5.4 and Table 5.5 for the two TPs. The two toll plazas have same travel pattern and project road carries both intercity (within the Maharashtra state) interstate traffic. Since the second TP is located close to Solapur city, its influence is more when compared to the first TP. In Maharashtra, the districts of Solapur (the project road falls), Pune and Mumbai are the districts influencing the traffic more. Impact of other districts are not significant in the case of goods vehicles. The interstate traffic is generated mainly to/from Gujarat in the north and Karnataka, Tamandu and Andhra Pradesh in the south.

Table 5-4: Influence Factors at TP1

	Car/Taxi	Mini Bus	Bus	Mini LGV	LCV	2 AT	3AT	MAV
Solapur district	35.1%	50.0%	32.4%	50.0%	28.1%	24.1%	16.8%	15.5%
Pune	35.3%	48.6%	34.7%	42.6%	28.3%	27.1%	29.4%	24.0%
Mumbai	6.7%	0.0%	11.4%	1.3%	12.6%	13.1%	12.9%	15.2%
Other districts	15.1%	1.4%	13.3%	6.1%	5.1%	3.9%	2.5%	4.5%
Maharashtra (Total)	**92.1%**	**100.0%**	**91.8%**	**100.0%**	**74.1%**	**68.2%**	**61.6%**	**59.2%**
Gujarat	0.7%	0.0%	0.0%	0.0%	2.8%	3.5%	3.4%	5.3%
Karnataka	3.0%	0.0%	6.5%	0.0%	7.2%	7.9%	8.4%	12.8%
Tamil Nadu	0.3%	0.0%	0.0%	0.0%	3.1%	3.3%	6.8%	4.8%
Telangana	3.0%	0.0%	1.5%	0.0%	10.1%	11.9%	14.6%	13.4%
Remaining areas	0.9%	0.0%	0.3%	0.0%	2.7%	5.2%	5.1%	4.5%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-5: Influence Factors at TP2

	Car/Taxi	Mini Bus	Bus	Mini LGV	LCV	2 AT	3AT	MAV
Solapur district	59.1%	40.2%	46.9%	80.5%	28.1%	33.5%	32.1%	41.8%
Pune	18.7%	20.1%	16.8%	9.5%	28.3%	18.4%	17.9%	17.0%
Mumbai	4.3%	10.9%	8.2%	2.5%	12.6%	12.2%	14.3%	9.2%
Other districts	10.3%	7.1%	18.8%	7.4%	5.1%	10.0%	8.5%	10.1%
Maharashtra (Total)	**92.4%**	**78.3%**	**90.8%**	**100.0%**	**74.1%**	**74.0%**	**72.9%**	**78.1%**
Gujarat	0.2%	0.0%	0.0%	0.0%	2.8%	1.6%	2.0%	3.5%
Karnataka	4.1%	10.9%	4.0%	0.0%	7.2%	5.1%	4.8%	5.8%

	Car/Taxi	Mini Bus	Bus	Mini LGV	LCV	2 AT	3AT	MAV
Tamil Nadu,	0.4%	1.1%	0.0%	0.0%	3.1%	6.5%	6.3%	4.5%
Telangana	2.5%	9.2%	4.5%	0.0%	10.1%	9.2%	10.4%	5.9%
Remaining areas	0.4%	0.5%	0.7%	0.0%	2.7%	3.6%	3.6%	2.2%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

5.5 Trip Distribution

The trip distribution observed in OD surveys on the project road is presented in Table 5.6 and in Table 5.7 for the two TPs. Passenger vehicles are confined in Maharashtra, while goods vehicles make both intercity (within Maharashtra) and interstate trips. Both the toll plazas have same travel pattern.

Table 5-6: Trip Distribution observed at TP1

Region	Car/Taxi	Mini Bus	Bus	Mini LGV	LCV	2 AT	3AT	MAV
Within Maharashtra	85.3%	100%	83.5%	100%	51.3%	43.8%	31.3%	29.6%
Maharashtra- North (GJ, RJ, PB, HR, DL, HP, J& K & UP states)	1.7%	0%	0.2%	0%	4.7%	3.6%	2.8%	3.2%
Maharashtra-South (KA, TS, TN, AP & GA states)	11.8%	0%	16.3%	0%	41.0%	43.1%	57.0%	55.5%
North-South	1.0%	0%	0.0%	0%	2.9%	7.2%	7.7%	10.6%
Remaining Areas	0.2%	0%	0.0%	0%	0.2%	2.2%	1.2%	1.2%
Total	**100.0%**	**100.0%**	**100.0%**	**100%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-7: Trip Distribution observed at TP2

Region	Car/Taxi	Mini Bus	Bus	Mini LGV	LCV	2 AT	3AT	MAV
Within Maharashtra	85.3%	58%	81.9%	100%	51.3%	52.5%	50.6%	54.0%
Maharashtra- North (GJ, RJ, PB, HR, DL, HP, J& K & UP states)	0.2%	0%	0.2%	0%	4.7%	0.8%	1.3%	3.8%
Maharashtra-South (KA, TS, TN, AP & GA states)	13.9%	41%	17.2%	0%	41.0%	41.8%	43.1%	35.7%
North-South	0.5%	1%	0.0%	0%	2.9%	4.5%	4.8%	5.6%
Remaining Areas	0.1%	0%	0.7%	0%	0.2%	0.5%	0.2%	0.9%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

As discussed earlier, the major intercity trips within Maharashtra are mainly bound between Pune/ Mumbai and Solapur. The major OD pairs (districts) in this category is presented in Table 5.8.

Table 5-8: Major OD Pairs within Maharashtra

Districts	Car/Taxi	Mini Bus	Bus	Mini LGV	LCV	2 AT	3AT	MAV
TP1								
Within Solapur	29.8%	77%	21.5%	64%	17.5%	15.4%	4.9%	8.9%
Solapur- Pune	26.0%	14%	29.1%	23%	25.0%	20.8%	20.9%	13.3%
Solapur-Mumbai	3.3%	0%	8.1%	2%	1.4%	3.0%	3.0%	3.1%
Total	**59%**	**91%**	**59%**	**89%**	**44%**	**39%**	**29%**	**25%**
TP2								
Within Solapur	35.9%	22%	23.3%	65.2%	0.8%	13.6%	11.8%	21.0%
Solapur- Pune	25.5%	18%	18.8%	16.4%	34.4%	18.1%	17.9%	17.4%
Solapur-Mumbai	5.9%	7%	10.6%	4.5%	8.9%	7.1%	10.0%	8.5%
Total	**67%**	**47%**	**53%**	**86.0%**	**44%**	**39%**	**40%**	**47%**

The important interstate OD pairs observed on the project road are presented in Table 5.9.

Table 5-9: Major Interstate OD Pairs on the Project Road

Interstate OD Pairs	Car/Taxi	LCV	2 AT	3AT	MAV
Pune- Karnataka	3.0%	7.0%	5.5%	7.1%	8.4%
Pune- Tamil nadu	0.3%	4.1%	4.1%	6.0%	4.4%
Pune- Telangana	2.5%	9.7%	7.4%	10.3%	7.2%
Mumbai- Karnataka	1.0%	4.9%	3.0%	2.3%	3.7%
Mumbai- Tamil nadu	0.2%	1.7%	2.9%	3.2%	1.9%
Mumbai- Telangana	1.3%	7.8%	9.9%	11.7%	8.3%
Gujarat- Karnataka	0.3%	2.7%	6.4%	8.1%	4.8%
Gujarat- Tamil nadu	0.1%	0.2%	0.8%	2.0%	1.4%
Gujarat- Telangana	0.2%	1.0%	1.1%	0.9%	1.9%
Total	**8.9%**	**39.0%**	**41.1%**	**51.5%**	**42.0%**

Note: Average values of ODs at TP1 and TP2

5.6 Commodity Movement

Commodity movement along the project road was obtained from the OD surveys. Table 5.10 and Table 5.11 provides the major commodities transporting through the project road for the two TPs. Important commodities include general items such as vegetables/fruits, food grains, petroleum Products, courier/parcels, machines/automobiles, etc.

Table 5-10: Commodity- wise Goods Movement Pattern at TP1

Commodity	Mini LGV	LCV	2 AT	3AT	MAV
Food Grains	0.0%	2.1%	1.9%	3.3%	3.3%
Minerals & Ores	0.0%	0.2%	0.2%	0.6%	1.0%
Machines / Automobiles	0.0%	3.9%	3.8%	6.1%	6.5%
Fruits/ Vegetables	44.1%	11.5%	7.9%	7.3%	8.8%

Commodity	Mini LGV	LCV	2 AT	3AT	MAV
Iron & Steel	1.8%	5.4%	5.8%	5.0%	7.5%
Fertilizers / Chemicals	0.0%	1.0%	1.6%	1.6%	1.0%
Textiles & Clothing	2.7%	1.0%	2.2%	2.8%	2.2%
Wood and wood Prod.	0.9%	1.2%	2.0%	1.2%	2.7%
Cement	0.9%	1.0%	3.9%	4.7%	9.9%
Petroleum Products	0.0%	3.5%	5.0%	7.4%	7.5%
Granite/Marble	0.9%	0.2%	0.8%	0.3%	1.0%
Sand	0.0%	0.0%	1.3%	1.9%	0.7%
Bricks	0.0%	0.0%	0.0%	0.0%	0.0%
Stone/Aggregates	0.0%	1.0%	1.9%	0.7%	0.5%
House hold goods	0.0%	0.4%	0.6%	0.9%	0.1%
Courier/Parcel	9.9%	27.4%	16.7%	9.6%	7.1%
Misc. (Gypsum, animal food, other perishable goods, parchune, medicines, water, plastic, rubber items, etc.)	14.4%	20.8%	20.6%	24.7%	20.7%
Empty	24.3%	19.6%	23.8%	21.8%	19.5%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-11: Commodity- wise Goods Movement Pattern at TP2

Commodity	Mini LGV	LCV	2 AT	3AT	MAV
Food Grains	0.3%	2.0%	1.2%	1.1%	1.4%
Minerals & Ores	0.3%	1.3%	0.3%	1.0%	0.7%
Machines / Automobiles	0.0%	5.4%	14.2%	13.7%	16.8%
Fruits/ Vegetables	16.7%	4.4%	4.3%	4.0%	6.2%
Iron & Steel	2.1%	2.6%	2.4%	2.7%	3.2%
Fertilizers / Chemicals	3.0%	5.5%	1.5%	2.3%	3.1%
Textiles & Clothing	1.5%	3.8%	1.1%	2.5%	0.9%
Wood and wood Prod.	0.0%	1.1%	0.9%	1.0%	0.6%
Cement	5.4%	6.5%	5.7%	9.6%	9.1%
Petroleum Products	0.0%	5.7%	11.6%	13.1%	8.0%
Granite/Marble	0.0%	0.2%	0.0%	0.1%	0.1%
Sand	0.3%	0.3%	0.1%	0.2%	0.2%
Bricks	0.0%	0.0%	0.0%	0.0%	0.0%
Stone/Aggregates	0.3%	1.0%	0.1%	0.2%	0.9%
House hold goods	0.6%	0.5%	0.2%	0.0%	0.0%
Courier/Parcel	5.1%	8.6%	11.8%	10.8%	8.0%
Misc. (Gypsum, animal food, other perishable goods, parchune, medicines, etc.)	14.9%	17.1%	18.6%	14.7%	10.5%
Empty	49.7%	33.9%	25.9%	23.1%	30.3%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

6 UPCOMING ROAD PROJECTS & IMPACT ASSESSMENT

6.1 Proposed Expressway Projects and their Impact

As presented earlier, the project road is part of a highway (NH 65) connecting in the east-west direction and hence comprises of interstate traffic significantly between Maharashtra/Gujarat and Karnataka/Tamil Nadu and Telangana (Refer Table presented below for the share of traffic/day).

	LCV	2 AT	3AT/MAV
Pune- Karnataka	7.0%	5.5%	8.0%
Pune- Tamil nadu	4.1%	4.1%	4.7%
Pune- Telangana	9.7%	7.4%	8.1%
Mumbai- Karnataka	4.9%	3.0%	3.4%
Mumbai- Tamil nadu	1.7%	2.9%	2.4%
Mumbai- Telangana	7.8%	9.9%	9.6%
Gujarat- Karnataka	2.7%	6.4%	5.9%
Gujarat- Tamil nadu	0.2%	0.8%	1.6%
Gujarat- Telangana	1.0%	1.1%	1.6%
Total	**39.0%**	**41.1%**	**45.3%**

Note: This traffic represents the candidate traffic for the expressway diversion

There are several expressways/economic corridors proposed through Maharashtra and may be beneficial/harmful to the project road traffic after their development. These expressways are under various stages of development and reliable details including alignment, length, route, completion schedule, etc. are not available. A detailed/accurate analysis on their travel cost is not possible due to the limited data source. However, an attempt is made to assess their bearing on the project road traffic using available information in the secondary domain.

Diversion Analysis: Diversion analysis is carried out using relevant IRC Codes as presented below:

- Vehicle Operating Cost (VoC) and Travel Time Cost (VoT) per trip for NH 44 and the Expressway as per the values specified in IRC SP 30: 2019 (Manual for Economic Analysis of Highways in India) for 2023-24
- Toll amount calculation for NHs is based on per km rate of the project stretch and the prevailing toll rate of the operational section of Delhi- Mumbai Expressway is adopted (as no specific details available for other expressways) for expressways
- Diversion % calculated based on the diversion curve equations given in IRC 108-2015: Traffic forecast on Highways

6.1.1 Diversion Analysis due to proposed Pune- Bangalore Expressway

Candidate Traffic: It is expected that the expressway would be advantageous to Mumbai/Pune – Bangalore regional traffic. Additionally, this expressway together with the Bangalore- Chennai expressway (which is in the developmental stage and expected completion in 2025) would be advantageous for Chennai bound traffic from Mumbai/Pune region. Candidate traffic was derived for respective toll plazas. The OD surveys were done on sample basis and on different days at TP1 and TP2 and the average for both TPs is adopted as the through (long distance) traffic plying on the two TPs to be same.

Candidate traffic as % of AADT	TP1			TP2		
	LCV	2 AT	3AT+MAV	LCV	2AT	3AT+ MAV
Pune- Karnataka/TN & Mumbai- Karnataka/TN	20.0%	16.3%	19.4%	15.8%	14.7%	17.2%

Source: OD Survey data analysis

Diversion Analysis: The expressway proposal is in the initial stage of land acquisition. Its route and alignment details are not published yet and hence only a broad impact assessment is possible.

Route comparison between Mumbai and Bangalore

1. Existing route: Mumbai to Pune (via. Existing Mumbai Pune Expressway) and Pune to Bangalore through NH65 (Pune- Solapur) and NH 52 (Solapur- Bangalore)
2. Proposed Route: Mumbai to Pune (via. Existing Mumbai Pune Expressway) and Pune to Bangalore through the proposed expressway.

Route Comparison	Length (Km)
Existing route	Total: 1,000 (Mumbai- Pune: 100 km, Pune- Blore: 900 km)
Proposed Route	Total: 850 (Mumbai- Pune: 100 km, Pune- Blore proposed exp.way:750 km)*

**- Assumption*

Travel Cost Estimation:

- Vehicle Operating Cost (VoC) and Travel Time Cost (VoT) per trip for NH 65 and the Expressways as per the values specified in IRC SP 30: 2019 (Manual for Economic Analysis of Highways in India) is escalated for 2023 by adopting an annual growth of @5% per annum

- Toll amount calculation for existing NH is based on per km rate of existing toll of project road (NH 65) and the prevailing toll rate of the operational section of Delhi- Mumbai

Expressway is adopted *(as no specific details available for the proposed Pune- Bangalore expressway).* The current amount of Mumbai- Pune expressway has used for the stretch.

Travel cost comparison of the two routes is presented in Table 6.1.

Table 6-1: Travel cost/trip comparison of Proposed Pune- Bangalore Expressway

	Existing route (NH) in INR				Proposed Route in INR			
	VOC	VOT	Toll	Total	VOC	VOT	Toll	Total
2 AT	39,668	1,593	5,038	**46,300**	31,946	879	6,711	**39,537**
MAV	57,835	2,508	9,006	**69,350**	46,553	1,384	10,828	**58,765**
LCV	36,547	1,593	2,538	**40,678**	31,118	879	3,131	**35,129**

Diversion Estimation: Diversion % calculated based on the diversion curve equations given in IRC 108-2015: Traffic forecast on Highways and the estimated diversion is presented in Table 6.2.

Table 6-2: Estimated Diversion Percentage to the Proposed Pune- Bangalore Expressway

Veh.	Cost Ratio (Proposed/ existing)	% Diversion
2 AT	0.85	76
MAV	0.85	77
LCV	0.86	75

Note: These diversion % are based on the assumptions discussed above

Based on the above analysis, the expected traffic diversion from the project road due the expressway is given in Table 6.3.

Table 6-3: Estimated Traffic Diversion %

	TP1			TP2		
	LCV	2 AT	3AT+MAV	LCV	2AT	3AT+ MAV
Candidate Traffic %	20.0%	16.3%	19.4%	15.8%	14.7%	17.2%
Diversion %	75%	76%	77%	75%	76%	77%
Traffic Diversion %	**15.0%**	**12.4%**	**15.0%**	**11.9%**	**11.2%**	**13.3%**

Status of LA and award of the various packages of express highway: As per the available secondary sources, the expressway project is making progress in terms of land acquisition. The total land required for the project spans 7,689 hectares, with the Maharashtra and Karnataka governments acquiring 2,233 hectares and 5,456 hectares, respectively.

The Maharashtra State Road Development Corporation (MSRDC) has committed to expediting the land acquisition process and appointed Nodal officers by district collectors to oversee and streamline the land acquisition procedure.

As per the recent update, the two state governments are awaiting for the Centre's approval to begin the land acquisition process, and the clearance is expected by September 2023, and once obtained, NHAI will collaborate with MSRDC to expedite land acquisition. The project does not pass through protected areas. Project packaging information is not available.

NHAI's target year for the expressway completion is 2028. Considering the longer development period for expressways in India, especially the land acquisition stage, it may not be appropriate to adopt its operational year as 2028. Hence, two options were analyzed, i.e. (1) Expressway would be operational in the concession period of PSRDCL and (2) Expressway development would be delayed and operational beyond the concession period of PSRDCL (no impact on PSRDCL traffic).

In option (1), it is assumed that the Expressway would be operational by 2030-31 and the diversion from the project road will commence from the same year.

6.1.2 Impact assessment of Other Proposed Expressways in the Region

Impact assessment of other proposed expressways is summarized in Table 6.4.

Table 6-4: Impact Assessment of Other Proposed Expressways on Project Road Traffic

No.	Proposed Expressway	Impact Assessment
1.	**Surat – Nashik- Solapur-Chennai Expressway**: It is of 1,220 km length and will be the second longest expressway in India. The Expressway will pass through Gujarat, Maharashtra, Karnataka, Telangana, Andhra Pradesh, and Tamil Nadu, connecting Surat in Gujarat with Chennai in Tamil nadu and is expected to reduce the road distance between Surat and Chennai around 330 km. The Surat – Solapur part (via Nashik – Ahmednagar) will be 564 km long, the Solapur - Chennai part (via Kurnool) is of 707 km length. The project is envisioned as a combination of two partially access-controlled economic corridors i.e Chennai to Solapur and Solapur to Surat.  • Surat – Solapur Economic Corridor (513 km): This greenfield section is being developed under Bharatmala Pariyojana Phase-2	The expressway would be a shorter route for the interstate traffic plying Gujarat and Tamil nadu. Since the share of this traffic is very less on the project road (LCV- 0.2%, 2AT-0.8% and 3AT/MAV-1.6%), no major impact is anticipated on the project road due to the expressway.

No.	Proposed Expressway	Impact Assessment
	program with a December 2026 deadline. It forms the northern section of the expressway and consists of two sub sections: Surat – Ahmednagar (288 km) and Ahmednagar – Solapur – Akkalkot – MH/KN Border (225.25 km) Solapur – Chennai Economic Corridor (707 km): It forms the southern section of the expressway and is a mix of brownfield-upgrade & greenfield segments, being developed under Bharatmala Pariyojana Phase-2 program with a December 2025 deadline.	
2.	**Pune – Nashik Industrial Expressway**: It is an expressway proposed by MSRDC with a length of 180 km and with 6 lane access-controlled highway with a route alignment in western Maharashtra. The expressway will connect MSRDC's proposed Pune Ring Road project (near Chimbali) and Shinde (on NH-60). It will be connected to the proposed Samruddhi Mahamarg (Mumbai – Nagpur Expressway). The expressway is expected to reduce travel time between Nashik and Pune to 2 hours from the current 4-5 hour journey. In October 2022, MSRDC invited tenders for the preparation of a Feasibility Study Report, Detailed Project Report (DPR) and assistance in land acquisition. But the report is not finallysed yet.	It will act as a feeder road to the project road from the northern region of Maharashtra and hence a positive impact is expected. Since the project is in preliminary stage, its completion may happen during the end stage of the concession period. Hence not considered in this study.
3.	**Mumbai – Nagpur Expressway:** The 701 km expressway also known as Samruddhi Mahamarg, is being developed by MSRDC is under  construction 6 lane access-controlled road connecting Nagpur to Thane District. This greenfield project was first announced in 2015 and land acquisition began in July 2017. The first phase (502 km) connecting Nagpur – Shirdi, was opened and inaugurated on December 11, 2022.	The expressway connects the districts in North Maharashtra and no major impact is expected on the project road traffic.

No.	Proposed Expressway	Impact Assessment
4.	**Delhi–Mumbai Expressway**: The 1,350 km Expressway is an 8 lane access-controlled road with a route connecting DND in Delhi with JNPT in Mumbai. The expressway is partially operational between Sohna and Dausa (246 km) and other sections are under development. The entire expressway is expected to be opened by 2024.	This expressway along with Mumbai- Pune expressway and Pune- Solapur (NH 65) and Solapur- Karnataka (NH 52) would be economic for the North (Delhi and northern states) and Karnataka traffic plying currently through NH 44 (Srinagar- Kanyakumari highway, via; Nagpur). Hence, it is possible that some traffic on NH 44 may use the project road in the future and is advantageous.

Conclusion: There are several expressways proposed/under development through Maharashtra, having positive/negative impact on the project road. The proposed Pune- Bangalore Expressway is expected to have significant negative impact, if it is operational during the concession period of PSRDCL (till 2036-37). NHAI's target year for its completion is 2028. Considering the longer development period for expressways in India, especially the land acquisition stage, it is assumed that the Expressway would be operational only by 2030-31 (estimated diversion percentage is LCV- 15.0% & 11.9%, 2AT- 12.4% &11.2% and 3AT+MAV- 15.0% &13.3% respectively for TP1 and TP2). In case, the expressway development is delayed and is operational beyond the concession period of PSRDCL, no impact is expected in this project.

7 GROWTH RATE ESTIMATION & TRAFFIC PROJECTION

7.1 Background

Projection of traffic along the project stretch for the horizon period requires an understanding of the key drivers to the traffic. These include demographic variables such as population, per-capita income and economic variables such as GDP/NSDP for project influence region. Projection of these drivers needs to be developed within a framework that ensures internal consistency.
Maharashtra is the main influencing state of traffic on the project road. Broad review of the socio-economic characteristics of this state is discussed in Chapter 2. The growth trends for these socio-economic variables and assessment of traffic growth rates and forecasts that is necessary for the revenue estimation is detailed in this Chapter.

7.2 Traffic Growth Trend in the Past

The two toll plazas have same traffic and growth pattern in the past (refer Table 7.1 for the average growth trend for the past five years).

The project road (four lane) is operational from 2014 and the traffic growth trend observed in the past for the two TPs, based on the toll traffic data, is discussed in Chapter 2. The summary of average daily traffic growth on the project road is provided in Table 7.1. Car/Taxi/Mini LGV had the highest growth in all vehicle groups, followed by bus and 2 ATs. The growth potential of MAV is high in the region, but the MAV showed a moderate growth as the group includes 3 axle trucks also, which generally has a moderate growth when compared to MAVs with higher axles. 2 ATs have very high growth when compared to roads with similar nature, may be due the clubbing of LCV-3 Axle (which has high growth potential in the region) in FAStag vehicle categorisation.

Table 7-1: Traffic Growth trend in the Past

	Car/Taxi/ Mini LGV	LCV/Mini Bus	Bus	2 AT	3 AT+ MAV	Total
2014-15	2954	767	402	678	2864	7663
2015-16	3493	835	378	691	3221	8617
2016-17	3686	824	356	764	3391	9018
2017-18	6614	1204	883	902	3797	13399
2018-19	6921	1238	878	862	3882	13780
2019-20	7006	1064	863	1007	3894	13834
2020-21	6308	898	445	1055	3453	12158
2021-22	8052	842	546	1318	3905	14662
2022-23	10134	828	924	1505	4241	17632
CAGR (2014-15 to 2022-23)	**17%**	**1%**	**11%**	**10%**	**5%**	**11%**
CAGR (2018-19 to 2022-23)	**10%**	**-10%**	**1%**	**15%**	**2%**	**6%**

It could be concluded that the project road will perform better in the future also due to its geographical location and regional connectivity.

7.3 Growth Rate Estimation

Traffic growth rates to be used for forecasting toll traffic on the project road is estimated by adopting the Elasticity of Transport Demand method which is the most commonly adopted technique for traffic forecast on highways in India. This method establishes the relationship between traffic growth trend on the corridor / vehicle registration of the influencing states, with the state income (NSDP), population and per capita income (PCI) of the project road influencing states.

The steps involved in growth rate estimation are as follows:

- Identifying the Project influence area (PIA) for the project road from OD data, this has impact on the traffic growth of project road.
- Analyze the past socio-economic performance of the project influence area and assess the economic growth rates of influence area in the future.
- Estimating the base elasticity of traffic growth which provides the relationship between the traffic growth and the socio-economic growth of the influence area
- Projection of future elasticity for various modes from the base elasticity
- Estimating the traffic growth based on the future elasticity values and the respective socio-economic growth perspective of the traffic influencing regions

Single growth rate is recommended for both TPs as they are part of the same corridor and continuous in nature.

7.3.1 Economic Profile of Major Traffic Influencing Areas/States

The major influencing states on the traffic on the project road are Maharashtra, Gujarat, Karnataka, Telangana and Tamil Nadu. The influence is given in Table 7.2.

Table 7-2: Major Traffic Influencing States

	Car/Taxi/ Mini LGV	LCV/Mini Bus	Bus	2 AT	3 AT+ MAV
Maharashtra	96.1%	81.6%	91.3%	71.1%	67.9%
Gujarat	0.2%	1.4%	0.0%	2.6%	3.5%
Karnataka	1.8%	6.3%	5.2%	6.5%	8.0%
Tamil Nadu,	0.2%	1.8%	0.0%	4.9%	5.6%
Telangana	1.4%	7.4%	3.0%	10.5%	11.1%
Total	**99.7%**	**98.5%**	**99.5%**	**95.6%**	**96.1%**

Note: Combined influence of TP1 and TP2

One of the advantages of the project corridor is that its influencing states are the main contributors of India economy. The trend of economic growth of the influencing states are summarised in Table 7.3. The economic performance of these states are stable and comparable with India GDP. The average annual growth of NSDP/GDP for the period 2015-2020 is low due to the COVID impact in the year 2020-21.

Table 7-3: NSDP Growth Trend

	Maharashtra	Gujarat	Karnataka	Tamil Nadu	Telangana	India
2015-16	14,52,513	7,74,775	7,49,952	8,62,437	4,16,892	1,13,69,493
2016-17	15,96,121	8,43,930	8,51,394	9,22,084	4,55,731	1,23,08,193
2017-18	16,61,065	9,46,511	9,15,642	10,00,308	4,98,145	1,31,44,582
2018-19	17,28,578	10,34,399	9,74,815	10,71,602	5,44,441	1,39,92,914
2019-20	17,82,903	11,10,179	10,30,357	10,99,402	5,72,736	1,45,15,958
2020-21	16,53,094	10,99,259	10,26,875	10,94,471	5,37,753	1,35,58,473
CAGR (2015-16 to 2020-21)	**2.6%**	**7.2%**	**6.5%**	**4.9%**	**5.2%**	**3.7%**
CAGR (2015-16 to 2019-20)	**5.3%**	**9.4%**	**8.3%**	**6.3%**	**8.3%**	**6.3%**

Source: NSDP: Directorate of Economics & Statistics of respective State Governments, RBI Unit: Rs. In Crores, At constant price and 2011-12 base

7.3.2 Estimation of Base Elasticity & Projection

Elasticity is derived by developing econometric models through regressing NSDP with past traffic data for the years between 2015-16 and 2020-21 (NSDP available up to 2020-21 for all states). The elasticity values are provided in Table 7.4.

Table 7-4: Estimated Elasticity Values

	Elasticity	R^2
2 AT	1.75	0.82
3 AT+MAV	0.94	0.89
LCV/Mini Bus	1.62	0.68
Car/Taxi/Mini LGV	3.98	0.88
Bus	9.71	0.88

The following time periods, till the end of concession period (up to 2036-37).

- Base period adopted: 2015 -16 to 2020-21
- 2021-22 to 2025-26
- 2026-27 to 2030-31
- Beyond 2030-31

Elasticities are projected based on the above values and their growth perspective with respect to the project road.

Generally, the spread of economic development induces changes in the spatial distribution of activities and corresponding changes in transport demand elasticity. Accordingly, the elasticity, for both freight and passenger traffic would tend to decline over time, despite growth in economic parameters. Future modal shift, new vehicle technologies, etc. also will affect transport demand elasticity in the future. Hence it is necessary to moderate the elasticity and to arrive at the growth rates within realistic limits for the future years, by making reasonable assumptions on the various influencing parameters of growth.

It is assumed that LCV/Mini bus category will have nominal growth in the future and bus traffic growth depend on other factors also (such as political, regional, etc.), lower elasticity is adopted accordingly. The adopted values and the projection are given in Table 7.5.

Table 7-5: Adopted Elasticity & Projections

Vehicle Type	Period (2015-16 to 2020-21)	Period (2021-22 to 2025-26)	Period (2026-27 to 2030-31)	Period Beyond 2030-31
2 AT	1.75	1.49	1.27	1.08
3AT+ MAV	0.94	0.80	0.68	0.58
LCV/Mini Bus	0.50*	0.43	0.36	0.31
Car/Taxi/Mini LGV	1.50*	1.28	1.08	0.92
Bus	0.50*	0.43	0.36	0.31

**- Adopted values*

7.3.3 Projection of Socioeconomic Variable

The socio-economic variable projections (weighted NSDP for all modes) were made based on the past performance of the influencing areas and the recent economic changes post COVID.

Due to the absence of realistic data on the future economy of the influencing states, methodology adopted is to forecast the socioeconomic growth (NSDP) of the influencing states by relating with GDP growth forecast. For this, a factor was derived considering the annual growth of GDP for the base period (2015-16 to 2020-21) and every five-year period in the future (Refer Table 7.7). This factor was multiplied with the base period combined NSDP growth rate for each vehicle type, resulting in the future growth rate of NSDP of the influence region for the subsequent time periods.

Impact of COVID in Indian Economy: The base period of growth rate analysis is 2015-2020. This includes the period of first wave of COVID (year 2020-21), which had a lower growth rate of economy. The GDP growth from 2021-22 onwards will capture the regain of economy post COVID. The published GDP growth for 2021-22 to 2022-23 is adopted and for the year 2022-23 and 2023-24 , the GDP figures are based on the latest update from govt. authorities/multilateral agencies are employed in the analysis. These figures will reflect the economic growth after the COVID period.

The GDP of India had expanded 8.7% in 2021-22 after a decline (-ve growth) of 6.6% in the previous year (due to COVID impact). As per the latest update by World Bank, the overall growth of India's economy during 2022-23 is estimated to be 6.9%. The economic survey, by Ministry of Finance, Govt. of India, projects a GDP growth of 6.5 per cent in 2023-24. It is assumed that India's growth continues to be resilient in the future and growth rates assumed accordingly. Based on the above predictions /assumptions, the GDP forecast is made and is given below in Table 7.6.

Table 7-6: Projected Growth of GDP and the Relating Factor

Period	Average Annual GR %	GDP factor for the future five-year periods w.r.t the base Period of (2015-16 to 2020-21)
2015-16 to 2020-21*	3.7%	-
2021-22*	8.7%	188%
2022-23**	6.9%	
2023-24**	6.5%	
2024-25**	6.5%	
2025-26**	6.5%	
2026-27 to 2030-31**	6.0%	161%
>2030-31**	5.5%	147%

*Note: *-Actual values, Source: RBI, World Bank, ** Predictions/Assumptions*

Based on the above, the socioeconomic variables have been projected for the influencing areas and are presented in Table 7.7.

Table 7-7: Projection of Socio-economic Variable for various Vehicle Types

Vehicle Type	Period (2015-16 to 2020-21)	Period (2021-22 to 2025-26)	Period (2026-27 to 2030-31)	Period (beyond 2030-31)
2 axle Truck	3.1%	5.8%	4.9%	4.5%
3 AT+ MAV	3.2%	5.9%	5.1%	4.7%
LCV/Mini Bus	2.9%	5.5%	4.7%	4.3%
Car/Taxi/Mini LGV	2.7%	5.0%	4.3%	4.0%
Bus	2.8%	5.2%	4.4%	4.1%

Note: First year for traffic projection: 2024-25

7.3.4 Recommended Growth Rates

The projected elasticity and the corresponding socio-economic sector projection has been multiplied to estimate the growth rates for different horizon periods using the relationship given below.

Tgr = (NSDPgr) x E

Where, Tgr – Traffic growth rate for mode

NSDPgr – growth rate of NSDP

E – Elasticity value for mode

The recommended growth-rates for the project road are presented below in Table 7.8.

Table 7-8: Recommended Growth Rates

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (beyond 2030-31)
2 AT	8.6%	6.2%	4.9%
3 AT + MAV	4.7%	3.4%	2.7%
LCV/Mini Bus	2.3%	1.7%	1.3%
Car/Taxi/Mini LGV	6.4%	4.7%	3.6%
Bus	2.2%	1.6%	1.3%

7.3.5 Growth rates under Optimistic and Pessimistic Scenarios

Growth rates under Optimistic scenario assumes an additional one percent per annum higher growth of GDP than in Normal scenario, while pessimistic scenario consider a decline of GDP growth @ 1% per annum. The growth rates predicted under these two scenarios are given below in Table 7.9 and in Table 7.10.

Table 7-9: Growth Rates under Optimistic Scenario

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (beyond 2030-31)
2 AT	9.3%	7.3%	5.7%
3 AT+ MAV	5.1%	4.0%	3.2%
LCV/Mini Bus	2.5%	2.0%	1.6%
Car/Taxi/Mini LGV	7.0%	5.5%	4.3%
Bus	2.4%	1.9%	1.5%

Table 7-10: Growth Rates under Pessimistic Scenario

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (beyond 2030-31)
2 AT	7.8%	5.2%	4.0%
3 AT+ MAV	4.3%	2.9%	2.2%
LCV/Mini Bus	2.1%	1.4%	1.1%
Car/Taxi/Mini LGV	5.9%	3.9%	3.0%
Bus	2.0%	1.3%	1.0%

7.4 Traffic Projection

The base year AADT (including the exempted vehicles) has been projected according to the recommended growth rates for the remaining concession period. The estimated traffic diversion due to the proposed Pune- Bangalore expressway is considered from 2030-31.

	TP1			TP2		
	LCV	2 AT	3AT+MAV	LCV	2AT	3AT+ MAV
Traffic Diversion %	15.0%	12.4%	15.0%	11.9%	11.2%	13.3%

Summary is presented in Table 7.11 and to Table 7.12 for the two options of the expressway operational during the concession period and the expressway construction delayed respectively.

Table 7-11: Projected AADT (Pune Bangalore Expressway Operational during the Concession Period)

	Normal Scenario				Optimistic Scenario				Pessimistic Scenario			
Year	TP1		TP2		TP1		TP2		TP1		TP2	
	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU
2023-24	15,988	36,462	21,899	45,390	15,988	36,462	21,899	45,390	15,988	36,462	21,899	45,390
2024-25	16,910	38,419	23,166	47,822	16,993	38,590	23,281	48,035	16,834	38,253	23,063	47,617
2025-26	17,888	40,491	24,511	50,397	18,065	40,853	24,756	50,849	17,728	40,140	24,293	49,964
2026-27	18,647	42,085	25,556	52,380	18,964	42,744	25,993	53,202	18,356	41,470	25,156	51,614
2027-28	19,440	43,747	26,647	54,448	19,911	44,730	27,297	55,673	19,008	42,847	26,051	53,325
2028-29	20,269	45,481	27,789	56,606	20,909	46,817	28,670	58,270	19,684	44,274	26,981	55,097
2029-30	21,136	47,290	28,982	58,857	21,960	49,010	30,116	60,999	20,386	45,752	27,946	56,934
2030-31*	20,762	44,214	28,960	56,319	21,732	46,145	30,316	58,776	19,882	42,501	27,725	54,128
2031-32	21,458	45,609	29,932	58,090	22,600	47,873	31,529	60,972	20,431	43,597	28,493	55,520
2032-33	22,179	47,052	30,938	59,922	23,505	49,671	32,792	63,257	20,997	44,724	29,283	56,952
2033-34	22,926	48,544	31,980	61,817	24,448	51,542	34,109	65,636	21,579	45,882	30,096	58,424
2034-35	23,699	50,088	33,059	63,778	25,431	53,490	35,481	68,111	22,179	47,073	30,934	59,938
2035-36	24,500	51,685	34,176	65,806	26,455	55,517	36,912	70,688	22,796	48,297	31,796	61,494
2036-37	25,330	53,337	35,333	67,904	27,524	57,628	38,404	73,371	23,431	49,556	32,683	63,095

**- Start year of Pune- Bangalore expressway operation*

Table 7-12: Projected AADT (Pune Bangalore Expressway Operational beyond the Concession Period)

	Normal Scenario				Optimistic Scenario				Pessimistic Scenario			
Year	TP1		TP2		TP1		TP2		TP1		TP2	
	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU
2023-24	15,988	36,462	21,899	45,390	15,988	36,462	21,899	45,390	15,988	36,462	21,899	45,390
2024-25	16,910	38,419	23,166	47,822	16,993	38,590	23,281	48,035	16,834	38,253	23,063	47,617
2025-26	17,888	40,491	24,511	50,397	18,065	40,853	24,756	50,849	17,728	40,140	24,293	49,964
2026-27	18,647	42,085	25,556	52,380	18,964	42,744	25,993	53,202	18,356	41,470	25,156	51,614
2027-28	19,440	43,747	26,647	54,448	19,911	44,730	27,297	55,673	19,008	42,847	26,051	53,325
2028-29	20,269	45,481	27,789	56,606	20,909	46,817	28,670	58,270	19,684	44,274	26,981	55,097
2029-30	21,136	47,290	28,982	58,857	21,960	49,010	30,116	60,999	20,386	45,752	27,946	56,934
2030-31*	22,043	49,177	30,230	61,207	23,067	51,316	31,640	63,869	21,115	47,285	28,948	58,838
2031-32	22,779	50,723	31,241	63,127	23,984	53,230	32,901	66,249	21,696	48,499	29,746	60,347
2032-33	23,541	52,322	32,288	65,114	24,940	55,222	34,215	68,726	22,293	49,747	30,568	61,899
2033-34	24,330	53,976	33,371	67,169	25,935	57,295	35,584	71,304	22,908	51,030	31,414	63,495
2034-35	25,147	55,687	34,494	69,294	26,974	59,452	37,011	73,986	23,541	52,350	32,284	65,136
2035-36	25,993	57,456	35,656	71,492	28,056	61,697	38,499	76,778	24,193	53,706	33,181	66,822
2036-37	26,870	59,287	36,860	73,767	29,184	64,034	40,050	79,685	24,864	55,101	34,103	68,557

8 TOLL REVENUE FORECAST

Toll revenue is projected for the remaining years of concession period (upto 2036-37) based on the base year AADT and recommended growth rates. Toll/User fee is projected for the future years as per the provisions of the Concession Agreement.

8.1 Input for Toll Revenue Estimation

8.1.1 Base Year AADT

The AADT of tollable vehicles for the base year (2023-24) at the toll plaza locations is shown in Table 8.1. This AADT excludes the exempted vehicles as provided in Section 3.1.2.2.

Table 8-1: Base Year Tollable AADT

	TP1	TP2
Car/Taxi/Mini LGV	7,921	12,220
LCV/Mini Bus	651	851
Bus	740	1,224
2 AT	1,509	1,685
3 AT+ MAV	4,385	4,828
OSV	11	11
Total Veh.	**15,218**	**20,818**
Total PCU.	**35,444**	**44,015**

Note: Actually tollable traffic, excluding all toll exempted vehicles

8.1.2 Toll Policy

As per Schedule R of Concession agreement, the toll rates for computation of toll revenues to be adopted from the National Highways Fee (Determination of rates and collection) Rules, 2008. Various trip categories are described below:

- **Single Entry:** Mechanical vehicle who makes use of the section of National Highway, permanent bridge, bypass or tunnel for one way journey once in 24 hrs.
- **Return trip:** Driver or person who is in charge of a mechanical vehicle who makes use of the section of National Highway, permanent bridge, bypass or tunnel for two one-way journeys within a 24 hrs. (from the time of payment) may opt for the return pass.
- **Monthly Local pass for cars:** Person who owns mechanical vehicle, registered for non-commercial purpose and resides within a distance of 20 Km from the toll plaza location is eligible for the local monthly pass.
- **Monthly pass:** Driver, Owner or person who is in charge of a mechanical vehicle who makes use of the toll section frequently during a month, may opt to purchase a monthly pass. Monthly pass amount is fixed as two-third of the fee for 50 single journeys in a period of one month.

8.1.3 Toll Ticket Categorisation

Trip categorization adopted in the study is presented in Table 8. 2.

Table 8-2: Trip categorization as per NHAI Toll Policy

Veh Type	Single	Return	Local Monthly Pass/Local Concession	Monthly Pass	Total
TP1					
Car/Taxi/Mini LGV	58.51%	40.22%	1.27%	0.00%	100.00%
LCV/Mini Bus	68.28%	30.28%	0.00%	1.44%	100.00%
Bus	19.16%	80.84%	0.00%	0.00%	100.00%
Truck (2 AT)	83.34%	16.01%	0.00%	0.65%	100.00%
3AT+ MAV	88.27%	10.48%	0.00%	1.24%	100.00%
OSV	99.20%	0.72%	0.00%	0.08%	100.00%
TP2					
Car/Taxi/Mini LGV	46.81%	48.10%	5.07%	0.02%	100.00%
LCV/Mini Bus	58.14%	39.06%	0.00%	2.80%	100.00%
Bus	15.33%	84.67%	0.00%	0.00%	100.00%
Truck (2 AT)	76.58%	23.09%	0.00%	0.33%	100.00%
3AT+ MAV	82.25%	16.53%	0.00%	1.22%	100.00%
OSV	96.16%	3.84%	0.00%	0.00%	100.00%

8.1.4 Toll Fee Rates

The applicable toll rates are:

Base rate of fee for highway with four lane or more lanes: The rate of fee for use of a section of national highway of four or more lanes shall, for the base year 2007-08 be the product of the length of such section multiplied by the following rates namely:

Type of Vehicle	Base Rate of fee per km (in rupees) (2007-08 rate)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck (Two Axles)	2.20
Three Axle Trucks	2.40
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)	3.45
Oversized vehicles (seven or more axles)	4.20

These rates are applicable for one way (single) journey.

- **Daily/Return Pass & Monthly Pass Rate:**

Amount Payable	Maximum number of one way journeys allowed	Period of Validity
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys	Fifty	One month from date of payment

- **Monthly pass for Local Car Traffic:** The monthly fee for local car traffic (residing within 20 km radius of the toll plaza), at the base rate for the year 2007-2008 is of rupees One hundred and Fifty per calendar month.

The toll amount, by multiplying the above rates with the control length/tollable length of the toll plaza shall be rounded to the nearest five rupees.

8.1.5 Toll Plaza Control lengths

The tollable length/control lengths of the toll plazas as per the Schedule R of the project are presented in Table 8.3.

Table 8-3: Toll Plaza Control Length

Length of Tolling (Km)	TP1	TP2
Length of Tolling (4Lane)	50.65	50.65

Source: Schedule R

8.1.6 Toll Fee Forecasts

Annual Revision of rate of fee: The 2007-08 toll rates have been increased without compounding by three per cent each year with effect from the 1st day of April 2008 and such increased rate has been deemed to be the base rate for the subsequent years.

The applicable base rates have been revised annually with effect from April 1st, each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 and the week ending on or immediately after January 1 of the year in which sub revision is undertaken but such revision shall be restricted for forty percent of the increase in wholesale price index. The past WPI values has been adopted from Source: http://eaindustry.nic.in/default.htm/ Ministry of Commerce and Industry, Govt. of India. The formula for determining the applicable rate of fee is as follows:

$$\text{Applicable rate of fee} = \text{Base rate} + \text{base rate X} \left\{ \frac{\text{WPIA - WPIB}}{\text{WPIB}} \right\} \text{X } 0.4$$

The annual fluctuation of WPI in the past (refer Table given below). The average annual growth observed in the past is about 5%. Hence, a similar trend is considered for the future also. However, actual WPI growth observed last three to four years data in some year muted and in some years in

double digits growth. Hence, the value adopted for 2024 is 1%, for 2025 is 8% and 2026 is 6% and thereafter 5%.

Applicable Year	WPI Actual Index (2004-05 series)	Annual Inflation %
2007-08	112.2	-
2008-09	116.7	4.0
2009-10	124.5	6.7
2010-11	133.4	7.1
2011-12	146.0	9.4
2012-13	157.3	7.7
2013-14	168.6	7.2
2014-15	179.6	6.5
2015-16	178.7	-0.5
2016-17	176.8	-1.1
2017-18	183.3	3.7
2018-19	189.9	3.6
2019-20	196.4	3.4
2020-21	201.8	2.8
2021-22	205.8	2.0
2022-23	235.2	14.3
2023-24	247.0	5.02
Average (2007- 2023)		**5.1**

Source: http://eaindustry.nic.in/linking_factor0405.asp,

8.1.7 Toll Fee Projection

Based on the above, the toll fee has been projected for various type of toll category till the end of concession period. The present toll amount applicable for 2023-24 (with effect from 01.04.2023) at the toll plazas are presented in Table 8.4.

Table 8-4: Present Toll Amount in Rs.

Category of Vehicles	Fee for Single Journey	Fee for Return Journey within a day	Fee for Monthly Pass for 50 single journeys in a month
TP 1			
Car, Jeep, Van or Light Motor Vehicle	70	110	2,415
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	115	175	3,900
Bus or Truck (Two Axle)	245	370	8,170
Heavy Construction Machinery or Earth Moving Equipment or Multi Axle Vehicle (Three to Six Axle)	385	575	12,815
Oversized Vehicle (Seven or More Axle)	470	700	15,600
TP 2			
Car, Jeep, Van or Light Motor Vehicle	70	110	2,415
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	115	175	3,900
Bus or Truck (Two Axle)	245	370	8,170
Heavy Construction Machinery or Earth Moving Equipment or Multi Axle Vehicle (Three to Six Axle)	385	575	12,815

Category of Vehicles	Fee for Single Journey	Fee for Return Journey within a day	Fee for Monthly Pass for 50 single journeys in a month
Oversized Vehicle (Seven or More Axle)	470	700	15,600

Note: The rates for monthly local pass applicable for local personal non-commercial vehicle (car) resides with in a distance of 20 Km from the toll plaza shall be Rs.330/-

8.1.8 Growth Rates

Summary of recommended growth rates/normal scenario are given in Table 8.5.

Table 8-5: Recommended Growth Rates

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (beyond 2030-31)
2 AT	8.6%	6.2%	4.9%
3 AT + MAV	4.7%	3.4%	2.7%
LCV/Mini Bus	2.3%	1.7%	1.3%
Car/Taxi/Mini LGV	6.4%	4.7%	3.6%
Bus	2.2%	1.6%	1.3%

8.2 Projected Toll Revenue

8.2.1 Annual Toll Revenue

The toll revenue is computed for the remaining years of the concession period. Toll collection is assumed for 365 days in a year.

The estimated traffic diversion due to the proposed Pune- Bangalore expressway is assumed from 2030-31 and the total revenue summary is presented in the Table 8.6 for the two TPs.

	TP1			TP2		
	LCV	2 AT	3AT+MAV	LCV	2AT	3AT+ MAV
Traffic Diversion %	15.0%	12.4%	15.0%	11.9%	11.2%	13.3%

Table 8.7 present the toll revenue summary in case the expressway development is delayed (expressway completion beyond the concession period).

Table 8-6: Projected Annual Toll Revenue Summary (Pune Bangalore Expressway Operational during the Concession Period)

	Normal Scenario (Rs. In Crores)			Optimistic Scenario (Rs. In Crores)			Pessimistic Scenario (Rs. In Crores)		
Year	TP1	TP2	Total	TP1	TP2	Total	TP1	TP2	Total
2023-24	98.97	117.63	216.60	98.97	117.63	216.60	98.97	117.63	216.60
2024-25	107.23	127.31	234.54	107.70	127.87	235.57	106.77	126.76	233.53
2025-26	120.86	143.65	264.51	121.92	144.92	266.84	119.81	142.42	262.22
2026-27	132.73	157.62	290.35	134.79	160.06	294.85	130.80	155.33	286.14
2027-28	145.54	172.71	318.25	148.78	176.55	325.34	142.58	169.19	311.77
2028-29	159.37	189.22	348.59	164.02	194.73	358.75	155.18	184.24	339.43
2029-30	173.88	206.33	380.21	180.16	213.76	393.92	168.29	199.68	367.98
2030-31*	171.56	208.86	380.42	179.00	217.88	396.89	165.00	200.85	365.85
2031-32	185.84	226.03	411.87	194.99	237.12	432.11	177.74	216.17	393.91
2032-33	201.66	245.28	446.93	212.79	258.78	471.56	191.78	233.28	425.06
2033-34	218.58	265.99	484.57	231.95	282.23	514.19	206.70	251.56	458.26
2034-35	237.14	288.52	525.66	253.09	307.88	560.98	223.00	271.34	494.34
2035-36	258.67	314.65	573.32	277.68	337.73	615.41	241.84	294.22	536.06
2036-37	280.03	340.62	620.65	302.36	367.72	670.07	260.31	316.70	577.01

**-Assumed start year of Pune- Bangalore expressway operation*

Table 8-7: Projected Annual Toll Revenue Summary (Pune Bangalore Expressway Operational beyond the Concession Period)

	Normal Scenario (Rs. In Crores)			Optimistic Scenario (Rs. In Crores)			Pessimistic Scenario (Rs. In Crores)		
Year	TP1	TP2	Total	TP1	TP2	Total	TP1	TP2	Total
2023-24	98.97	117.63	216.60	98.97	117.63	216.60	98.97	117.63	216.60
2024-25	107.23	127.31	234.54	107.70	127.87	235.57	106.77	126.76	233.53
2025-26	120.86	143.65	264.51	121.92	144.92	266.84	119.81	142.42	262.22
2026-27	132.73	157.62	290.35	134.79	160.06	294.85	130.80	155.33	286.14
2027-28	145.54	172.71	318.25	148.78	176.55	325.34	142.58	169.19	311.77
2028-29	159.37	189.22	348.59	164.02	194.73	358.75	155.18	184.24	339.43
2029-30	173.88	206.33	380.21	180.16	213.76	393.92	168.29	199.68	367.98
2030-31	190.16	225.82	415.97	198.38	235.55	433.93	182.92	217.20	400.12
2031-32	206.02	244.43	450.45	216.12	256.39	472.51	197.08	233.81	430.90
2032-33	223.55	265.24	488.79	235.84	279.80	515.64	212.65	252.31	464.96
2033-34	242.26	287.59	529.86	257.04	305.11	562.14	229.16	272.04	501.20
2034-35	262.87	311.99	574.86	280.49	332.87	613.36	247.26	293.46	540.72
2035-36	286.60	340.13	626.73	307.58	365.01	672.59	268.03	318.11	586.14
2036-37	310.29	368.21	678.50	334.92	397.43	732.35	288.52	342.42	630.94

8.2.2 Additional Revenue from Overloading

Share of overloading vehicles (additional to actual tollable traffic) for the year 2022-23 as per the toll data is provided in Table 8.8.

Table 8-8: Share of Overloading vehicles

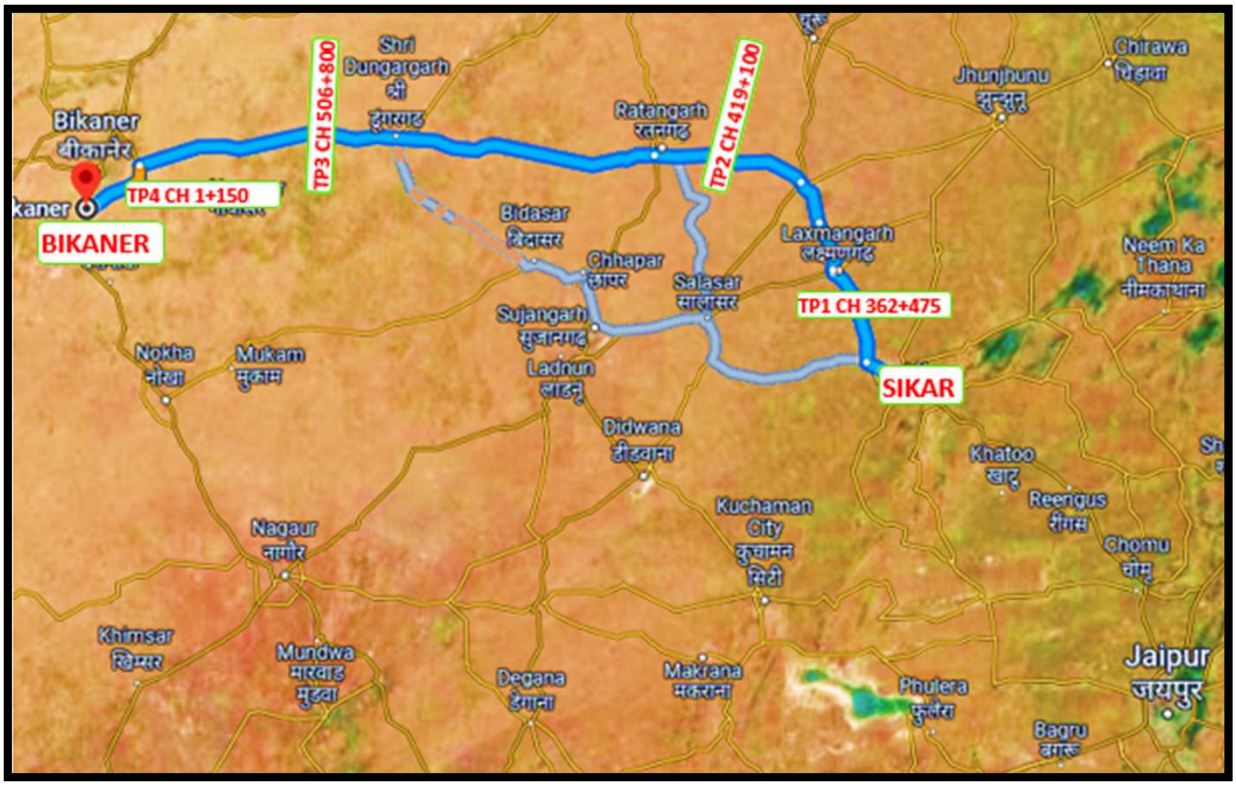
Veh. Type	TP1	TP2
LCV	1.44%	0.57%
2 AT	0.65%	0.33%
3AT+MAV	1.23%	1.21%
OSV	0.00%	0.00%

Source: PSRDCL toll data for 2022-23

The overloading revenue share derived as per PSRDCL toll revenue (2022-23) is 0.3% and 0.2% of the total toll revenue (excluding overloading) for TP1 and TP2 respectively. This can be considered as the additional revenue of overloading.

Consultancy Services For Preparation of Traffic Report for Independent assessment of Traffic Forecasting and Toll Revenue Estimations
Sikar Bikaner Highways Limited (SBHL)

Final Traffic Report



Dec 2023

CLIENT

SBHL

Sikar Bikaner Highway Limited

CONSULTANT

Segmental Consulting & Infrastructure Advisory Pvt. Ltd.

Traffic Report

(December 2023)

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1 INTRODUCTION

1.1 Background

Sikar Bikaner Highway Limited (SBHL) has appointed Segmental Infrastructure & Management Services (SIMS) as the Traffic Consultant to assess the traffic forecasting and toll revenue estimation for the Sikar Bikaner Highway, which is a section of the National Highway 11 from Km. 340.188 to Km. 557.775 via Sikar Bypass and Bikaner Bypass (from km. 553.869 of NH-11 to km. 267.325 of NH-89 on the Sikar-Bikaner section of National Highway 11).

The project road was improved to two lane with paved shoulders (has four lane configuration for 17.78 km near Sikar) under the design-build-finance-operate-transfer basis. A concession agreement dated June 29, 2012 was entered into between Public Works Dept., Govt. of Rajasthan (on behalf of Ministry of Road Transport & Highways, Govt. of India) and SBHL. The project commenced tolling on October 10, 2015. The concession period for this project is 25 years commencing from February 2013 (till 2038-39). As per the letter submitted by SBHL to 'The Independent Engineer' of the project (vide letter no. SBHL/PRJ/TEC/ICO-581/3319, dated June 21, 2023, regarding Effect of Variations in Traffic Growth.), SBHL has requested for extension of concession period for 20% of 25 years, ie; for 5 years). According to the concession document, the actual average traffic and the impact on concession period must be computed as on April 1, 2024, after considering the traffic prevailing on first anniversary of Target Date (March 31, 2023). The requested extension of concession period is presumed in the study and 2043-44 is adopted as the concession end year.

1.2 Project Road Features

Project road has a length of 237.578 km (as per the provisions of the Concession Agreement) and passes through the three districts of Rajasthan namely Sikar, Churu and Bikaner. It acts as an important connectivity for these districts as well as the north and west Rajasthan with the state capital, Jaipur. It provides better connectivity to Bikaner, a major tourist destination in Rajasthan. The important towns and settlements along the project corridor are Sikar, Laxmangarh, Fatehpur, Ratangarh, Shri Dungargarh and Bikaner. The Project Road is presented in Figure 1.1. Toll plazas are present at four locations (source: Schedule R) as presented below.

- Toll plaza 1, (Km 362.475, Rashidpura TP) in Sikar district
- Toll plaza 2, (Km 419.000, Tidiyasar TP) in Churu district
- Toll plaza 3, (Km 5076.878, Lakhasar TP) in Bikaner district
- Toll plaza 4, (Km 1.148 on Bikaner bypass, Udairamsar TP) in Bikaner district

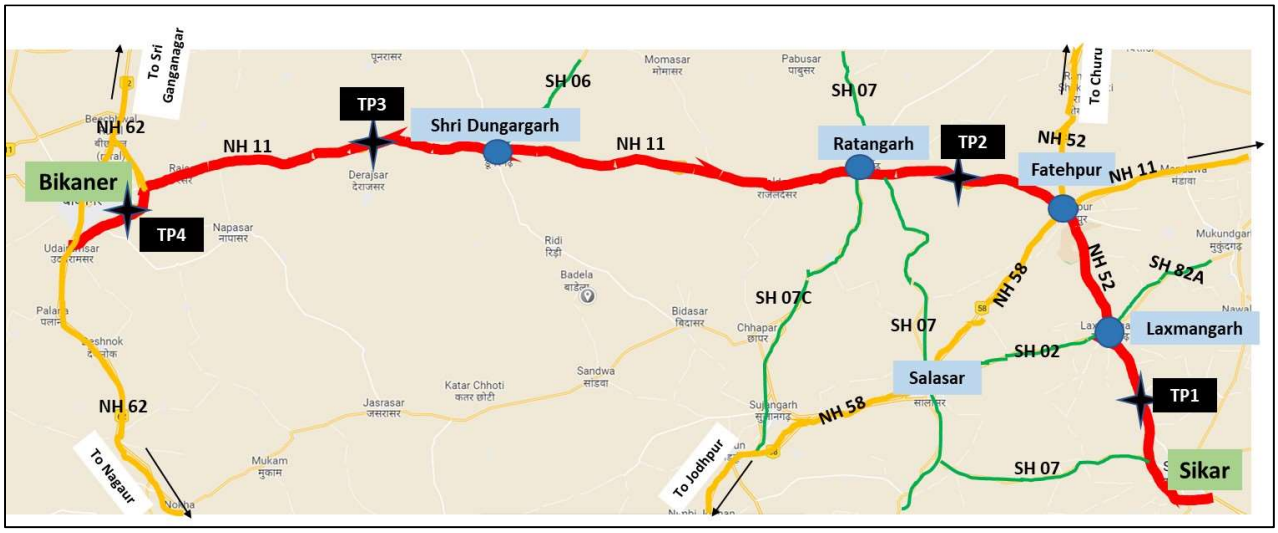


Figure 1-1: Project Road









View of Toll Plazas

Project road consists of three national highways and could be considered as three sections based on the traffic characteristics, such as;

1. Segment 1: Sikar- Fatehpur (NH 52)
2. Segment II: Fatehpur- Bikaner (NH 11)
3. Segment III: Bikaner bypass (NH 62)

The three sections are presented in Figure 1.2 details are presented below.

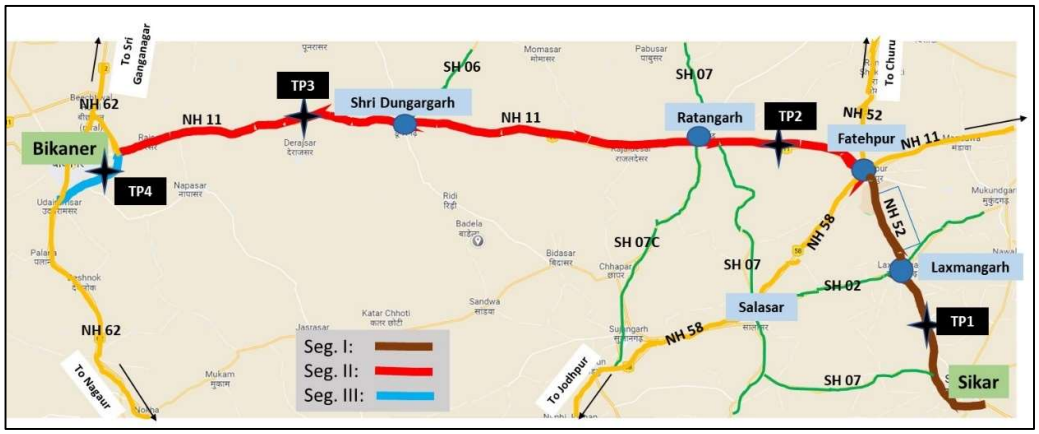
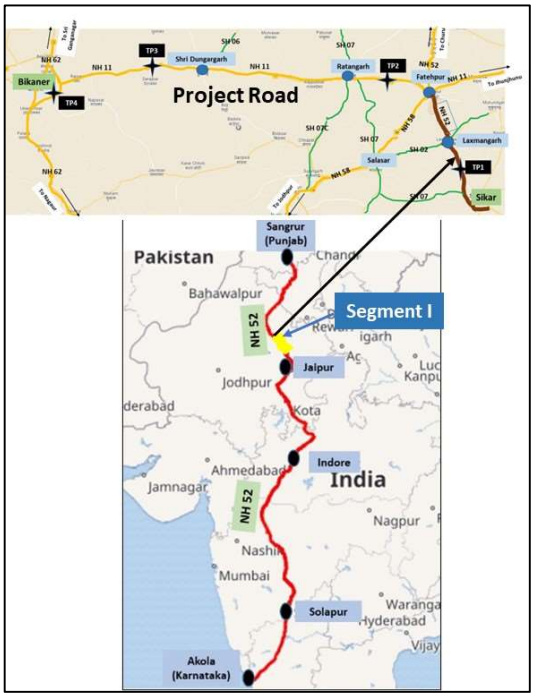
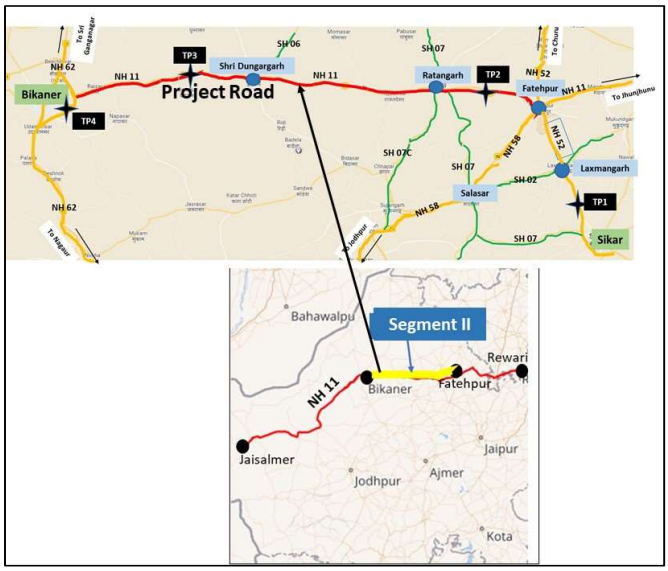


Figure 1-2: Project Road Segments

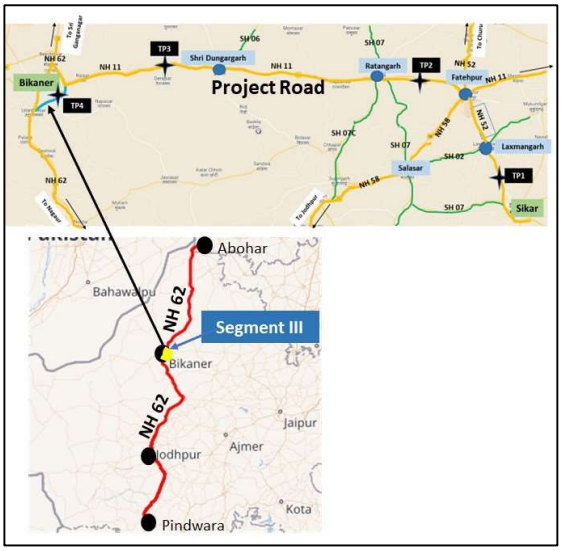
- **Traffic Segment 1: Sikar- Fatehpur (NH 52)**
  - NH 52: NH 52 runs in N-S direction, from Sangrur in Punjab and passes through Haryana (Narwana, Hisar), Rajasthan (Fatehpur, Jaipur, Tonk, Kota), Madhya Pradesh (Aklera, Biora, Dewas, Indore), Maharashtra (Dhule, Aurangabad, Osmanabad), Solapur, Bijapur, Hubballi to Ankola in Karnataka. Passes through Jaipur (capital of Rajasthan)
  - Toll plaza: TP 1, (Rashidpura TP)
  - Towns on the section: Sikar, Laxmangarh and Fatehpur
  - Other major roads crossing/bifurcating from the section are:
    - NH 58 (connecting Fatehpur and Palanpur in Gujarat) bifurcates at Fatehpur on NH 52
    - NH 11 (linking between Jaisalmer (Rajasthan) and Rewari (Haryana)) crosses NH 52 at Fatehpur
    - SH 82A (road runs from Laxmangarh to Mukundgarh)
    - SH 07 (Sikar- Ratangarh- Sardarshahar, Hanumangarh road)
  - Connectivity: Connecting to various parts of Rajasthan including Jaipur with Haryana/Punjab and Maharashtra/Karnataka, etc.



- **Segment II: Fatehpur- Bikaner (NH 11)**
  - NH 11: The 848 km long NH runs in E-W direction, passes through Rajasthan (Jaisalmer, Pokran, Bikaner, Ratangarh, Fatehpur, Jhunjhunu) and Haryana (Narnaul, Ateli and Rewari)
  - Toll plaza: TP 2 (Tidiyasar TP) & TP 3 (Lakhasar TP)
  - Towns on the section: Bikaner, Shri Dungargarh , Ratangarh and Fatehpur
  - Other NHs crossing/bifurcating from the section are:
    - NH 58 (connecting Fatehpur and Palanpur in Gujarat) bifurcates at Fatehpur on NH 52
    - NH 11 (linking between Jaisalmer (Rajasthan) and Rewari (Haryana)) crosses NH 52 at Fatehpur
    - SH 07 crosses the road near Ratangarh
  - Connectivity: Connecting Rajasthan with Haryana



- **Segment III: Bikaner Bypass (NH 62)**
  - NH 62: NH running in the N-S direction, connecting Abohar in Punjab to Pindwara in Rajasthan, passing through Bikaner and Jodhpur
  - Toll plaza: TP 3 (Bikaner Bypass TP)
  - Town on the section: Bikaner,
  - Other NHs crossing/bifurcating from the section:
    - NH 11 crosses NH 62 at Bikaner
  - Connectivity: Connecting Rajasthan with Punjab and Gujarat.



The project road is mainly used for travelling within Rajasthan. The development of few roads in the vicinity had impacted the traffic, especially the interstate traffic movement through the project road. They include:

Development of New link of NH 58 (NH running between Fatehpur and Palanpur) from Fatehpur to Salasar: NHAI has developed a new link road connecting Fatehpur and Salasar as part of NH 58 development from Rajasthan/Haryana border -Churu- Fatehpur- Salasar section (refer Figure 1.3). The link is with two lane configuration and started operation in 2017 with toll. With this new link and

improvement of Salasar - Nagaur section, NH 52/58 became the prime corridor connecting Punjab/Haryana with Rajasthan/western Gujarat.

- Development of State Highways: Rajasthan Govt. has developed many state highways in the state for the inter urban movements under BOT toll. Few of them are in the neighborhood of the project road. They are:
    - SH 07: The road is from Sikar to Hanumangarh via Salasar, Ratangarh, Sardarshahar and has developed to two lanes recently (refer Figure 1.3). This road is an alternate to the section of project road from Ratangarh to Sikar (bypassing TP1 and TP2).
    - SH06: This SH starts from Sri Dungagarh (NH 11) and ends at Sadalpur on NH 52 near Rajasthan/Haryana border via; Sardarshahar and Taranagar(refer Figure 1.3). It is developed with two lanes with paved shoulders and is a toll road. It runs in the east west direction along the north of the project road and diverted traffic on the project road (TP2).

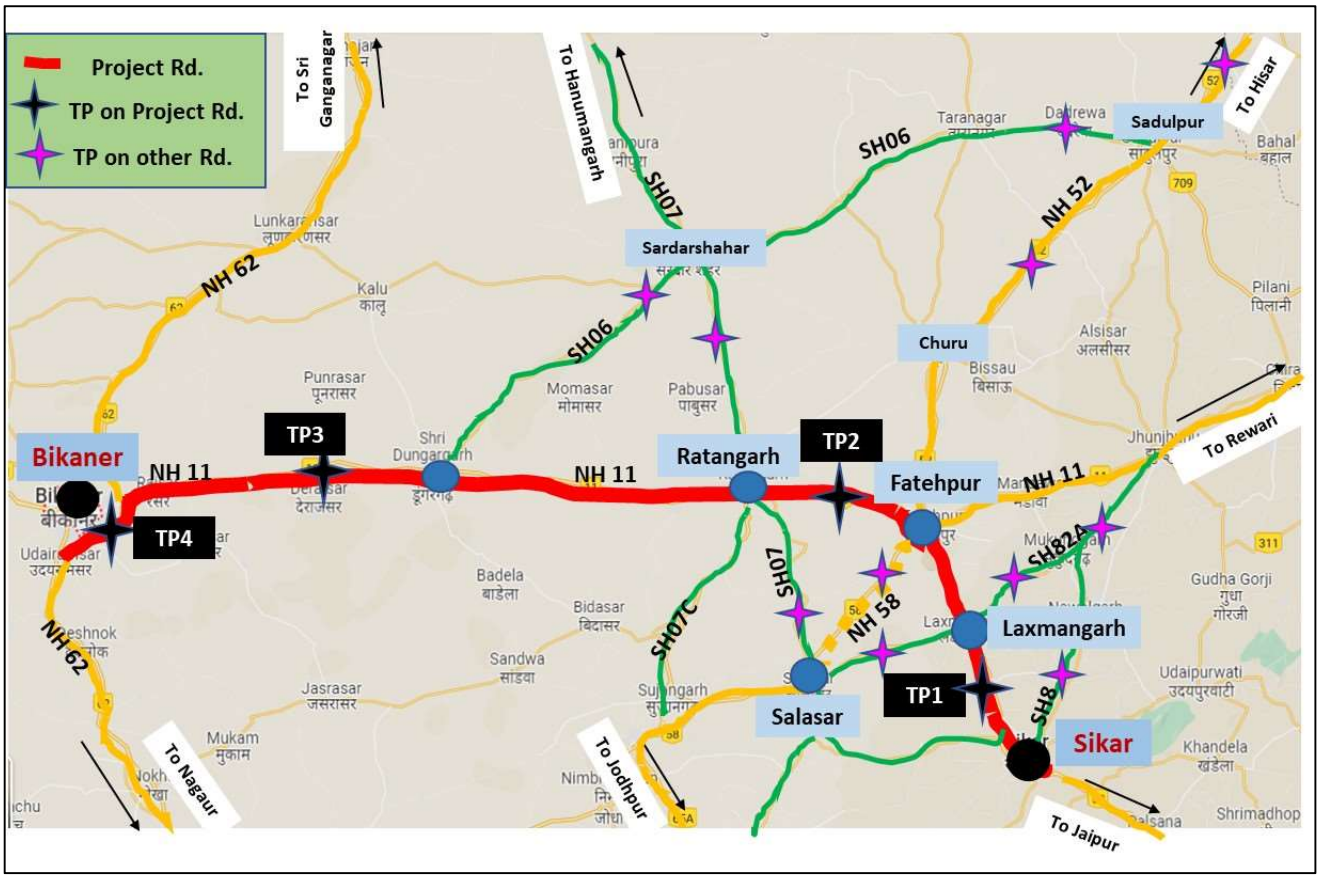


Figure 1-3: Vicinity Road Network

1.3 Objectives and Scope of Services

The prime objective of the present study is to establish and forecast the traffic and toll revenue for the remaining concession period. The scope of the project is as listed below:

a) Collection of Class wise Traffic data from the TMS System/Toll Records from the operational toll plazas on the project road (upto Sept. 2023) to derive the Average Daily Traffic (ADT)
b) Two- day Origin-Destination (OD) survey at existing operational toll plaza locations to assess the existing travel pattern of vehicles plying on the project road – origin and destination, commodity carried for freight vehicles, purpose of travel for cars.
c) Establishing seasonality factors using available past traffic data and/or from using fuel sales data or using the past actual traffic data or any relevant data
d) Estimation of the base year Annual Average Daily Traffic (AADT) using available toll data for the year or seasonality factors for conversion of ADT to AADT
e) Reviewing past traffic studies, analysis of past traffic data and other relevant reports as may be available to determine category wise volume of traffic for past years.
f) Identifying any competing route(s) and analyse network conditions, traffic characteristics & level of toll charged and the advantage/ disadvantage of the competing road(s) and their impact on project traffic.
g) Analysing OD data – OD matrices, regional distribution of traffic, commodity composition, top OD pairs, identification of Project Influence Area from analysis of travel pattern
h) Carrying out a study of past economic performance of influence area
i) Diversion analysis, if needed – cost ratio-based diversion analysis to be carried for respective potential OD pairs
j) Estimation of traffic growth rates for each category of vehicle under 3 scenarios – most likely, optimistic (high) and pessimistic (low) growth scenario
k) Preparation of traffic projections for the concession period in three scenarios – most likely, high, and low
l) Analysis of trip frequency in Daily, Return, Monthly, Local Passenger & Local Commercial vehicles as per their category/class as per applicable toll schedule - estimation of toll able traffic streams by toll category
m) Estimation of toll revenue as per categories of traffic streams stipulated in the tolling schedule for the concession period

1.4 Organization of the Report

This report documents the project activities, the results and the findings of the study in coherence with the Terms of Reference, and is organized in eight chapters.

Chapter 1 Brief background of the project and scope of study

Chapter 2 Socio economic profile of the project area

Chapter 3 Toll traffic data analysis

Chapter 4 ADT & AADT Estimation

Chapter 5 Traffic OD surveys and data analysis

Chapter 6 Upcoming Road Projects & Impact Assessment

Chapter 7 Traffic growth rate estimation & Traffic Projection

Chapter 8 Toll revenue projection

2 STUDY AREA PROFILE

As mentioned in Chapter 1, the project road passes through the state of Rajasthan. Hence, the socio-economic profile of Rajasthan is discussed in this chapter.

2.1 Socio-Economic Profile

2.1.1 Rajasthan

Rajasthan is situated in the north-western part of the subcontinent and is the largest state by area (3,42,239 sq kms), in India. It is surrounded by Punjab on the north, north-east by Haryana and Uttar Pradesh; Gujarat to the south west and Madhya Pradesh on the south east. Pakistan is bordering the western part.

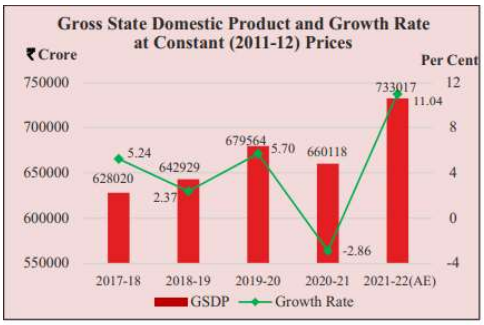
Rajasthan is a natural corridor between the wealthy northern and the prosperous western states, making it an important trade and commerce centre. Jaipur, Jaisalmer, Udaipur, Jodhpur, Ajmer, Bikaner, Alwa and Chittorgarh are some of the important cities and towns in the state. The socio economic profile of the State is summarized in Table 2-1.

Table 2-1: Socio economic profile of Rajasthan

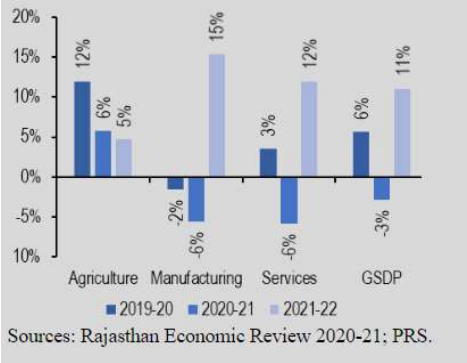
Sl No	Parameters	Values
1	Population	81.0 million (#)
2	Administrative districts	33
3	Population density (persons per sq. km)	200
4	Literacy rate	66.1
5	GSDP for 2021-22 at constant price (2011-12)	733017 crores (*)
6	Per Capita Income for 2021-22 at constant prices (2011-12)	Rs. 81,231/- (*)

*Source: 2011 census, *Economic Review 2021-2022, #UID*

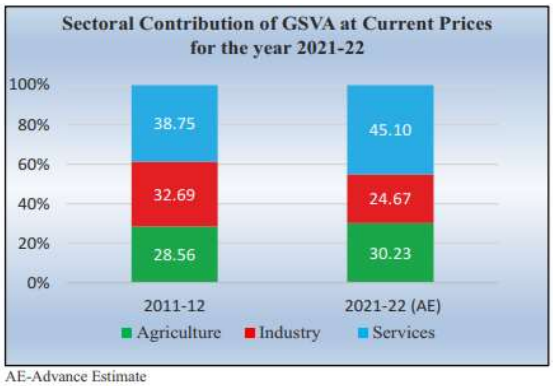
GSDP, NSDP and Per Capita income growth trend of the state is given below.



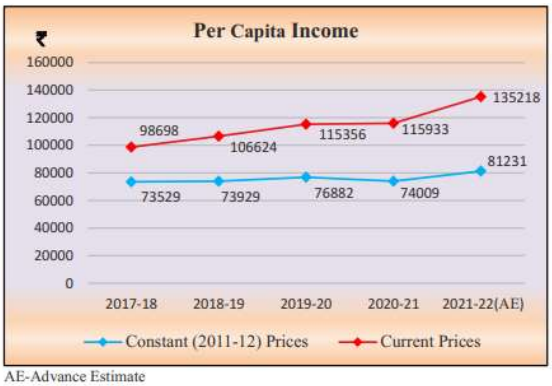
AE-Advance Estimate



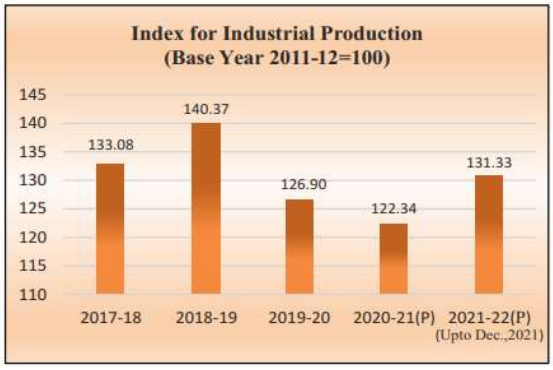
Sources: Rajasthan Economic Review 2020-21; PRS.



AE-Advance Estimate



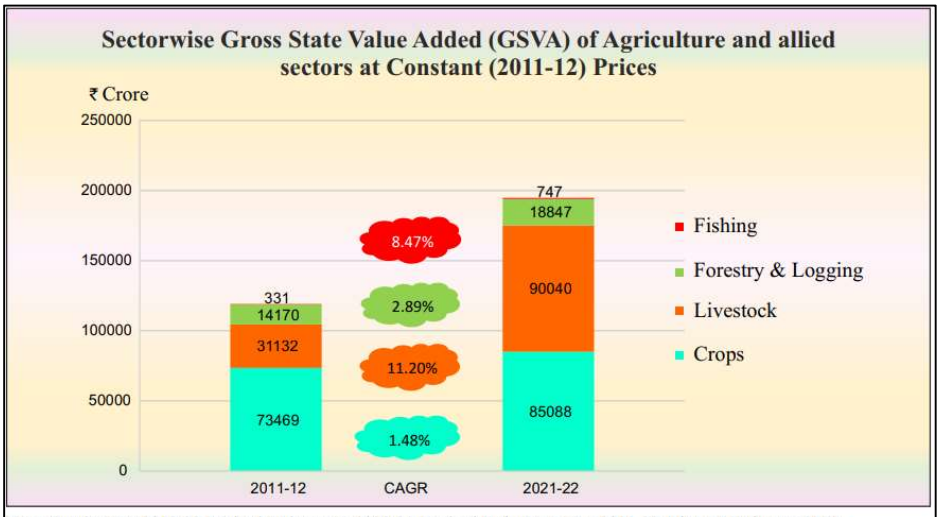
AE-Advance Estimate





Agriculture: Agriculture and allied sectors continues to be an important segment of the state's economy and a large contributor to the state's GSDP. There has been a constant increase in the Gross State Value Added (GSVA) of Agriculture and allied sectors at constant as well as current price; it increased from ₹1.37 lakh crore in 2015-16 to ₹1.95 lakh crore in 2021-22, showing a compound annual growth rate 5.04 percent at constant prices. As per preliminary forecast for the year 2021-22, the total food grain production in the State is expected to be 225.20 lakh tonnes, which is a decrease of 16.31 per cent over the production of 269.09 lakh tonnes in the previous year.

Industrial Sector: The Industry sector comprises of mining & quarrying, manufacturing, electricity, gas, water supply & other utility services and construction. The Gross State



Note: For the Year 2019-20 Revised Estimate-II, 2020-21-Revised Estimate-I, Year 2021-22 Advance Estimates (AE)

Value Added (GSVA) of Industry sector increased from ₹1.36 lakh crore in 2011-12 to ₹1.78 lakh crore in 2021-22, showing an increase of 2.69 per cent (CAGR) at constant (2011-12)

Mineral Resources: Rajasthan is the richest state in the country in terms of availability and variety of minerals. It has deposits of 81 different types of minerals, of which 57 are being currently mined. Rajasthan is the sole producer of lead & zinc ores, selenite and wollastonite. Almost entire production of silver, calcite and gypsum in the country is from Rajasthan. The state is also the leading producer of ball clay, phosphorite, ochre, steatite, felspar and fire clay in the country. It also occupies prominent position in the country in the production of dimensional and decorative stones, such as marble, sandstone, granite etc. The state is leading producer of cement grade & steel grade limestone in India. The mineral deposits of the state is presented here.



Hindustan Zinc Limited (HZL) has four mines in Rajasthan. The mine at Rampura Agucha has zinc ore production capacity of 6.15 million ton per annum (MTPA). Sindesar Khurd mine has reserves and a resource base of 85.0 million tonnes and production capacity of 2.0 MTPA. The Zawar mine has a reserves and resources base of 76.4 MT, with ore production capacity of 1.2 MTPA.

Crude oil production: Rajasthan is the 2nd largest producer of crude oil in India, The state contributes about 22-23 per cent (7 MMTPA) of total crude oil production (32 MMTPA) in India.

Petroleum producing area in the state is spread over of about 1,50,000 sq. km under 4 petroliferous basins.

i. Barmer-Sanchor Basin - (Barmer and Jalore)

ii. Jaisalmer Basin - (Jaisalmer district) Jaisalmer

iii. Bikaner-Nagaur Basin - (Bikaner, Nagaur, Hanumangarh and Churu districts)

iv. Vindhyan Basin - (Kota, Baran, Bundi, Jhalawar, part of Bhilwara and Chittorgarh district)

Cement Production: As mentioned earlier, the state is the leading producer of cement grade limestone in India. Production of limestone during 2017-18 reached about 54.00 million tonnes,

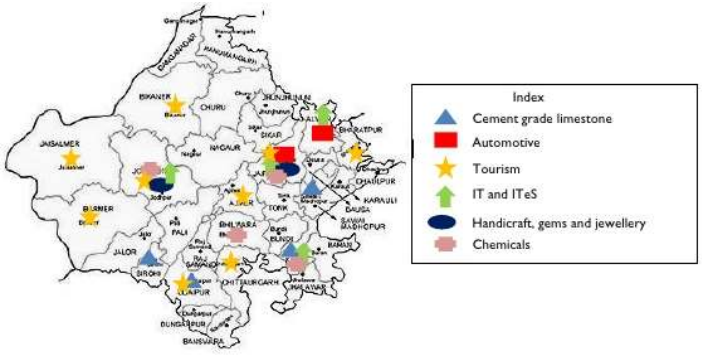
accounting for more than 20 per cent of India's limestone production. The state has about 26 per cent share in proven limestone reserves in the country. Ultratech Cement is going to set up a 3.5 MTPA greenfield integrated cement plant in Rajasthan with an investment of US$ 287.76 million.

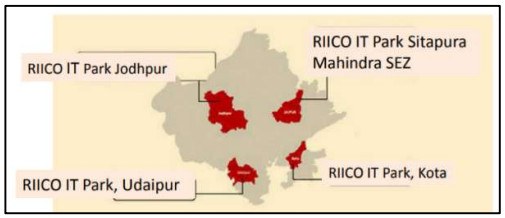
ACC, the largest cement producer in India; its plant is located at Lakheri (Bundi), Rajasthan, has a production capacity of 1.5 MTPA. The company has an integrated cement plant at Rabriyawas (District Pali), with a capacity of 2.8 MTPA. Other key players in cement industry of Rajasthan are, Ambuja Cements Limited, (cement plant at Rabriyawas, Pali District, has a production capacity of 2.8 MTPA), Shree Cement (has plants at Beawar, Ras, Khushkhera, Suratgarh and Jaipur) and UltraTech Cement has a capacity of 53.9 MTPA (has plants at Kotputli and Shambhupura).

Marble: Rajasthan account for India's 90% of marble, slate and sand stone production and has monopoly in other ceramic minerals.

The industrial infrastructure of the state include; 323 Industrial areas, IT Parks, SEZs, Agro Parks, Stone Parks, Solar Park, Leather Park etc. RIICO has set up 340 industrial areas by acquiring 84,202.57 acres of land.

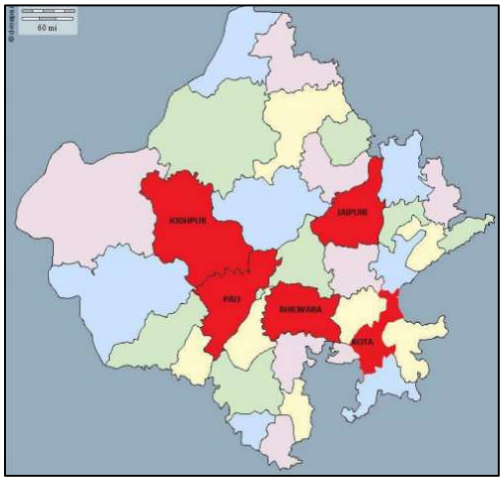
The industrial clusters in Rajasthan developed by RIICO are presented here.





IT sector: Rajasthan is emerging as a leading destination for ITES. Home to several IT players such as GENPACT, Wipro, Infosys and Deutsche Bank including home-grown companies like Data Infosys, E-Connect and Metacube. India's largest ITES SEZ — Mahindra World City- located in Jaipur with a total area of 3,000 acres has 750 acres dedicated for ITES.

Textile Industry: Textile industry in Rajasthan is present across the value chain from spinning to made-ups. The state accommodate more than 2,000 garment manufacturers. Bhilwara is the largest producer of polyester and viscose textiles in the country. Jaipur has a fashion garment hub and Jodhpur, Pali , Sanganer, Kota are known for traditional handloom, fabric and printing. Important textile clusters of Rajasthan is presented here.



Tourism: Rajasthan is one of the most popular tourist destinations in India, for both domestic and international tourists. The state attracts tourists for its historical forts, palaces, art and culture. Every third foreign tourist visiting India travels to Rajasthan as it is part of the Golden Triangle for tourists visiting India. Tourism accounts for approximately 15% of Rajasthan's economy. It is the third largest employer after agriculture and textile. The state's popular tourist attractions that include historic cities (Jaipur, Udaipur), wildlife sanctuaries (Sariska, Ranthambore) and deserts (Jodhpur, Jaisalmer). In 2019, 52.0 million domestic tourists and .61 million foreign tourists visited Rajasthan. Tourism accounts for eight percent of the state's domestic product.



2.1.2 Socio-Economic Profile of Project Influence Districts

The project road passes through three districts of Rajasthan namely Sikar, Churu and Bikaner.

Sikar District: The district is located in the north-eastern part of the state of Rajasthan. It is bounded on the north by Jhunjhunu district, in the north-west by Churu district, in the south-west by Nagaur district and in the south-east by Jaipur district. This district has a population of 26 lakhs, with a population density of 346 persons/sq km (Census 2011).

Sikar was the kingdom of royal Shekhawat rajas and many royal Shekhawat family reside in Sikar. One of the great shekhawat, Mr Bhairon Singh Shekhawat, former Vice President of India also belongs to Sikar. Three most prominent business homes of the country viz. the Bajajs, the Birlas and the Goenkas also belong to the Sikar district. Most of the Marwari businessmen community residing in Assam, W.Bengal, Surat, Bengaluru and Hyderabad also belong to Sikar.

Huge deposit of pyrite - pyrrhotites which is mined extensively for sulphur extraction exists in the district. Other mineral deposits include Limestone, Quartz and Phelsphar.

The large scale/public sector undertakings in the district include

1. Aksh Technologies Ltd.,Sh.Khatoo Shyam ji, Industrial Complex, Reengus
2. Raj. Spinning &Weaving Mills.Sp-1,Industrial Area Ringus-332404
3. H.S.B.Agro INd.Pvt.Ld.Spl. 67 Shree Khatu Shyamji I.A. Sikar
4. Binani Cement Limited Vill.SIROHI,(Neemkathana) Sikar(Raj.)
5. Agrobiotech Industries Ltd.,SP-156 Ind.Area Ajeetgarh
6. Arsh Dairy Max Ltd. Vill. Paras ram pura sri madhopur

Major item exported from the district is synthetic blended yarn. DM Motors in the district supply motor parts to Mahindra and Mahindra industry.

Sikar is also famous in coaching institutes for Medical, Engineering entrance and competition exams. So, a large number of employments generated due to coaching institutes.

Churu District: Churu, located in the desert area of Rajasthan is considered as the entry gate to the great Thar Desert. This district has a population of 20 lakhs, with a population density of 147 persons/sq km(Census 2011). Churu is not rich in minerals, various mineral deposits are copper salt petrel, sand stone, limestone, gypsum etc. and these deposits are very small in size and not of much economic importance.

There are no large scale industries or public sector undertaking enterprises in Churu. The details of the artisan units in Churu district are given below.

CONCENTRATION OF ARTISAN UNITS

S.No.	Products	Area of concentration
1.	Handloom Cloths (Cotton & Woolen)	Bidasar, Salsar Ratangarh Churu Bardasar Rajaldesar etc.
2.	Embroidery & Hosiery	Sujangarh, Navrangpura, Rajaslesar, Sardarshahar, Ratangarh, Churu etc.
3.	Furniture Wooden &Wooden Handicraft	Sardarashar, Ratangarh, Churu etc.
4.	Leather Items Desi juti	Sujangarh, Biddasar, Rajsldesar, Rajgarh, Sardarashar, Ratangarh, Churu, Taranager etc.
5	Earthen Pots	Rajgarh, Chandgothi, Poolasar, Sujangarh, Sahawa Bynya etc.
6	Luhar (Block smith)	Poolasar, Sardarshahar, Bidasar, Sujangarh, Salasar etc.

Existing clusters of micro and small enterprise include Manufacturing Sector (1) Leather Juti Cluster (2) Wooden & Stone Cluster (3) Plaster of Paris Cluster (4) Papad Bari Cluster (5) Tie & Die Cluster (6) Handloom Cluster

Bikaner District: This district has a population of 23 lakhs, with a population density of 78 persons/sq km(census 2011).

The district is bounded by Ganganagar District to the north, Hanumangarh District to the northeast, Churu District to the east, Nagaur District to the southeast, Jodhpur District to the south, Jaisalmer District to the southwest, and Punjab Province of Pakistan to the northwest. Bikaner is an agricultural district with cereals, pulses and oilseeds being the main agricultural products of the region. The district has few registered small-scale industries. Almost the entire district is devoid of rock exposures except near Kolayat and at a few places in the southern parts of Nokha and Dulmera. The district Bikaner is thus vast sandy racks except Kolayat are covered with sand of Rock locally known as “Magra” are found is parts Kolayat tehsil.

Being almost a desert area and thus negligible forest growth, scarcity of water resources and low production of agricultural crops, the pace of industrial development in the district has remained at the lower side.

2.2 Summary

This chapter presents the socio-economic profile of the project influencing state, ie; Rajasthan, in general and the project influence districts of Sikar, Churu and Bikaner in particular. The state has strong economic growth and is predominantly industrial based. In addition to the location advantages, Rajasthan has abundant mineral resource, blooming tourism opportunities, etc.

The socio-economic profile of the region is highly correlated with the traffic characteristic on the project corridor. While the passenger traffic mainly relates to the population, service, education, health and tourism sectors in the project influence region, the commercial traffic is mainly influenced by the industries located in the project influence districts, road/rail/port connectivity and the agricultural base of the region, in addition to the linkage the corridor provides to other regions.

3 ANALYSIS OF DATA COLLECTED THROUGH SECONDARY SOURCES

3.1 Toll Traffic Data & Analysis

The following toll traffic data has been provided by the client for the four toll plazas on the project road:

1. Monthly traffic and revenue data from Oct. 2015-16 (date of Commercial Operations -COD) to Sept. 2023-24 for the tollable vehicle types. This data is used for estimating the following;
    - The current year data, i.e. data from Apr. '23 to Sept.'23 has been used to calculate the Average Daily Traffic (ADT) for the year 2023-24
    - The data corresponding to the previous years have been used to derive the seasonal correction factor to compute the Annual Average Daily Traffic (AADT) of 2023-24
    - Monthly summary traffic for the period between Oct. 2015 and March 2023 which helped to understand the past growth trend of traffic on the project road.
2. The class wise traffic data received from SBHL include information on the type of tickets availed by the vehicles (ie; single, return, local pass/concession, monthly pass and exempted) and considered to estimate the toll ticket categorisation of the vehicles.

The toll categories as per the data includes:

- Car/Taxi/LGV (Light Goods Vehicles)
- LCV (Light Commercial Vehicles) /Mini Bus
- Bus
- 2 Axle Truck (2 AT),
- 3 Axle Truck (3 AT),
- MAVs (4 to 6 Axles) and Over Sized Vehicles (OSV)

3.1.1 Analysis of Monthly Traffic Data

The average daily traffic from Apr. to Sept. 2023-24 calculated from the monthly summary data is presented in Table 3.1.

Table 3-1: Average Daily Tollable Traffic (Apr. to Sept.2023-24)

Veh. Type	TP1	TP2	TP3	TP4
Car/Taxi/LGV	9387	3533	4116	1013
LCV/Mini Bus	270	158	166	70
Bus/2AT	1013	599	566	264
3AT	208	234	236	268
MAV	497	595	662	955
OSV	1	0	0	1
Total Veh.	**11376**	**5119**	**5747**	**2572**

Source: SBHL

3.1.2 Seasonal Factor Estimation

ADT has been calculated for the period from Apr. to Sept. and seasonal factors are also estimated for the same period using the monthly past traffic data (2022-23) provided by SBHL. The seasonal factors estimated for the period from Apr. to Sept. are presented in Table 3.2.

Table 3-2: Estimated Seasonal factors from Monthly Toll Data

Vehicle Category	TP1 (Rasidpura TP)	TP2 (Tidiyasar TP)	TP3 (Lakhasar TP)	TP4 (Udairamsar TP)
Car/Taxi/LGV	1.02	1.06	1.06	1.06
LCV/Mini Bus	0.97	0.99	1.03	0.97
Bus/2 AT	1.00	1.00	1.00	1.01
3 A T	0.94	1.06	1.04	1.05
MAV/OSV	1.02	1.08	1.06	1.05

Source: SBHL

3.1.3 Trip Categorisation from Toll Data

The monthly toll traffic data for the year 2022-23 consists of two general categories, i.e. (1) traffic paying toll (captive toll traffic) and (2) exempted or force exempted. The exempted type includes the exempted traffic as per the toll policy of the project (mainly constitute Govt. Patrol/ Police/Military/ Convoy vehicles/ post, and telegraph vehicles commuting along the road) and local vehicles allowed by the toll operator. The force exempted includes the vehicles which are not willing to pay the toll and the operator is compelled to allow them to pass the toll plazas without paying toll. The share of exempted vehicles observed at the four toll plazas (of the total traffic) are presented in Table 3.3. The forced exempted traffic, mainly car/taxi, is observed more at TP1.

Table 3-3: Share of Exempted Vehicles

	Exempted	Force Exempted	Total Exempted	Exempted	Force Exempted	Total Exempted
	TP1			**TP2**		
Car/Taxi/LGV	8%	13%	**21%**	9%	2%	**11%**
LCV/Mini Bus	8%	0%	**8%**	5%	0%	**5%**
BUS	0%	0%	**0%**	0%	0%	**0%**
2 AT	1%	1%	**2%**	1%	0%	**1%**
3 AT	2%	1%	**3%**	1%	0%	**1%**
MAV	0%	1%	**2%**	0%	0%	**0%**
OSV	0%	0%	**0%**	0%	0%	**0%**
	TP3			**TP4**		
Car/Taxi/LGV	9%	2%	**11%**	5%	0%	**5%**
LCV/Mini Bus	11%	0%	**11%**	2%	0%	**2%**
BUS	0%	0%	**0%**	0%	0%	**0%**
2 AT	1%	0%	**1%**	1%	0%	**1%**
3 AT	1%	0%	**1%**	0%	0%	**0%**

	Exempted	Force Exempted	Total Exempted	Exempted	Force Exempted	Total Exempted
MAV	0%	0%	**0%**	0%	0%	**0%**
OSV	0%	0%	**0%**	0%	0%	**0%**

Source: SBHL toll data

The toll paying traffic (after excluding the exempted traffic from the total tollable traffic) is used to derive the categorisation of trips as per the prevailing toll policy (single/return/Local concession for commercial vehicles/monthly pass/ local monthly pass for cars). It is presented in Table 3.4.

Table 3-4: Observed Trip Categorisation of Tollable Traffic

	Single	Return	Local Concession	Local monthly Pass	Monthly pass	Total
TP1						
Car	38.6%	49.7%	3.6%	8.1%	0.0%	100%
LCV	44.2%	38.5%	6.9%	0.0%	10.3%	100%
BUS	8.1%	74.1%	16.1%	0.0%	1.7%	100%
2 AT	52.5%	36.3%	10.9%	0.0%	0.2%	100%
3 AT	71.8%	24.9%	3.3%	0.0%	0.0%	100%
MAV	82.5%	15.2%	2.3%	0.0%	0.0%	100%
OSV	97.5%	2.0%	0.4%	0.0%	0.0%	100%
TP2						
Car	51.4%	46.5%	1.4%	0.7%	0.0%	100.0%
LCV	56.3%	41.0%	2.8%	0.0%	0.0%	100.0%
BUS	10.2%	82.9%	6.9%	0.0%	0.0%	100.0%
2 AT	54.2%	41.2%	4.6%	0.0%	0.0%	100.0%
3 AT	65.4%	30.5%	4.2%	0.0%	0.0%	100.0%
MAV	79.3%	19.1%	1.6%	0.0%	0.0%	100.0%
OSV	86.1%	12.0%	1.8%	0.0%	0.0%	100.0%
TP3						
Car	38.2%	55.7%	4.4%	1.7%	0.0%	100.0%
LCV	35.6%	38.3%	26.1%	0.0%	0.0%	100.0%
BUS	7.2%	53.2%	39.6%	0.0%	0.0%	100.0%
2 AT	34.3%	42.3%	23.4%	0.0%	0.0%	100.0%
3 AT	51.5%	36.4%	12.1%	0.0%	0.0%	100.0%
MAV	64.1%	32.2%	3.7%	0.0%	0.0%	100.0%
OSV	44.1%	55.4%	0.5%	0.0%	0.0%	100.0%
TP4						
Car	56.7%	41.2%	0.8%	1.3%	0.0%	100.0%
LCV	51.3%	44.6%	4.1%	0.0%	0.0%	100.0%
BUS	65.1%	32.0%	2.9%	0.0%	0.0%	100.0%
2 AT	65.1%	31.5%	3.4%	0.0%	0.0%	100.0%
3 AT	68.9%	27.5%	3.6%	0.0%	0.0%	100.0%
MAV	74.8%	20.0%	5.2%	0.0%	0.0%	100.0%
OSV	95.7%	4.0%	0.3%	0.0%	0.0%	100.0%

Source: SBHL

3.1.4 Past Traffic Growth Trend

Monthly toll traffic data is available from the year 2015-16 to 2022-23 and is used in the trend analysis. The average daily traffic for all months of active toll operation in the past is considered. The

average daily traffic along with the observed annual growth rates are presented in Table 3.5. The annual growth of toll revenue is presented in Table 3.6. The following observations are made from the analysis.

- The overall growth of traffic on the project road is good, which is indicated by the average annual growth of revenue (2025-2022) of 13%.
- Car/taxi/LGV, 2AT/Bus, MAV performed better in the past with average growth of 8%, 4% and 8% per annum respectively. However, LCV/mini bus and 3AT category shown a declining trend in the past.
- It is observed that the growth of traffic on the project road is in a random manner and not continuous over the years, which is not a normal scenario for any highway of similar nature. The reasons for the haphazard growth trend in the past may be due to;
    - the development of regional network and other roads in the project road vicinity, which had provided better connectivity and diverted some traffic from the project road during the past
    - The performance during the years 2020 and 2021 were not normal due to the impact of COVID and due to the prolonged farmer's agitation in Rajasthan.
- The major alternate roads of the project stretch vicinity are developed and are operational. The impact on the project road due to these road improvements is minimal and stabilized. Overall growth of traffic during 2021-2022 period is better than the past years and this indicates that the performance of the road is improving in terms of traffic post covid.

Table 3-5: Observed Growth of Daily Traffic & Toll Revenue

Average Daily Traffic							Annual GR of Daily traffic					
Year	Car/Taxi/ LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV	Total		Car/Taxi /LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV
TP1												
2015-16	4,968	482	808	489	397	7,143						
2016-17	6,495	497	891	382	380	8,645	2015-16 to 2016-17	31%	3%	10%	-22%	-4%
2017-18	7,123	502	931	420	546	9,522	2016-17 to 2017-18	10%	1%	4%	10%	44%
2018-19	7,469	521	890	358	551	9,789	2017-18 to 2018-19	5%	4%	-4%	-15%	1%
2019-20	7,221	475	945	239	407	9,287	2018-19 to 2019-20	-3%	-9%	6%	-33%	-26%
2020-21	6,472	628	671	223	438	8,432	2019-20 to 2020-21	-10%	32%	-29%	-7%	8%
2021-22	8,334	307	1,003	338	587	10,568	2020-21 to 2021-22	29%	-51%	49%	51%	34%
2022-23	8,910	276	1,040	245	526	10,997	2021-22 to 2022-23	7%	-10%	4%	-27%	-10%
CAGR (2015-16 to 2022-23)	**8.7%**	**-7.6%**	**3.7%**	**-9.4%**	**4.1%**	**6.4%**	**Average**	**10%**	**-4%**	**6%**	**-6%**	**7%**
TP2												
2015-16	2,275	239	490	244	189	3,438						
2016-17	2,199	233	482	210	170	3,294	2015-16 to 2016-17	-3%	-2%	-2%	-14%	-10%
2017-18	2,364	231	503	265	295	3,658	2016-17 to 2017-18	7%	-1%	5%	27%	73%
2018-19	2,563	239	533	228	311	3,873	2017-18 to 2018-19	8%	4%	6%	-14%	5%
2019-20	2,717	244	515	179	310	3,965	2018-19 to 2019-20	6%	2%	-3%	-21%	0%
2020-21	2,887	286	399	183	347	4,102	2019-20 to 2020-21	6%	17%	-22%	2%	12%
2021-22	3,066	145	505	198	401	4,315	2020-21 to 2021-22	6%	-49%	26%	8%	16%

Average Daily Traffic							Annual GR of Daily traffic					
Year	Car/Taxi/ LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV	Total		Car/Taxi /LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV
2022-23	3,381	149	591	217	479	4,817	2021-22 to 2022-23	10%	3%	17%	9%	20%
CAGR (2015-16 to 2022-23)	5.8%	-6.5%	2.7%	-1.7%	14.2%	4.9%	**Average**	**6%**	**-4%**	**4%**	**-0.5%**	**16%**
TP3												
2015-16	2,656	207	546	413	497	4,319						
2016-17	2,743	202	543	359	344	4,191	2015-16 to 2016-17	3%	-3%	0%	-13%	-31%
2017-18	2,890	207	555	379	403	4,435	2016-17 to 2017-18	5%	3%	2%	6%	17%
2018-19	3,025	214	542	309	378	4,468	2017-18 to 2018-19	5%	3%	-2%	-19%	-6%
2019-20	3,221	254	533	286	398	4,691	2018-19 to 2019-20	6%	18%	-2%	-7%	5%
2020-21	3,268	409	401	264	387	4,730	2019-20 to 2020-21	1%	61%	-25%	-8%	-3%
2021-22	3,543	157	493	267	440	4,900	2020-21 to 2021-22	8%	-62%	23%	1%	14%
2022-23	4,081	168	568	254	551	5,622	2021-22 to 2022-23	15%	7%	15%	-5%	25%
CAGR (2015-16 to 2022-23)	6.3%	-2.9%	0.6%	-6.7%	1.5%	3.8%	**Average**	**6%**	**4%**	**2%**	**-6%**	**3%**
TP4												
2015-16	417	100	144	524	476	1661						
2016-17	503	126	149	502	614	1894	2015-16 to 2016-17	21%	26%	3%	-4%	29%
2017-18	611	131	165	492	729	2129	2016-17 to 2017-18	22%	4%	11%	-2%	19%
2018-19	649	137	175	450	744	2155	2017-18 to 2018-19	6%	5%	6%	-9%	2%
2019-20	682	137	182	387	801	2189	2018-19 to 2019-20	5%	0%	4%	-14%	8%

Average Daily Traffic							Annual GR of Daily traffic					
Year	Car/Taxi/ LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV	Total		Car/Taxi /LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV
2020-21	687	193	222	385	914	2402	2019-20 to 2020-21	1%	41%	22%	-1%	14%
2021-22	875	86	256	380	1,010	2608	2020-21 to 2021-22	27%	-56%	15%	-1%	11%
2022-23	1,082	84	300	348	1,090	2905	2021-22 to 2022-23	24%	-2%	17%	-9%	8%
CAGR (2015-16 to 2022-23)	14.6%	-2.4%	11.1%	-5.7%	12.6%	8.3%	**Average**	**15%**	**3%**	**11%**	**-6%**	**13%**
All Four TPs together												
2015-16	10,315	1,028	1,988	1,670	1,558	16,560						
2016-17	11,940	1,058	2,065	1,453	1,508	18,023	2015-16 to 2016-17	16%	3%	4%	-13%	-3%
2017-18	12,988	1,071	2,154	1,557	1,974	19,744	2016-17 to 2017-18	9%	1%	4%	7%	31%
2018-19	13,706	1,111	2,140	1,345	1,983	20,285	2017-18 to 2018-19	6%	4%	-1%	-14%	0%
2019-20	13,841	1,109	2,175	1,092	1,915	20,132	2018-19 to 2019-20	1%	0%	2%	-19%	-3%
2020-21	13,314	1,516	1,694	1,056	2,086	19,665	2019-20 to 2020-21	-4%	37%	-22%	-3%	9%
2021-22	15,818	695	2,257	1,183	2,438	22,391	2020-21 to 2021-22	19%	-54%	33%	12%	17%
2022-23	17,454	678	2,499	1,064	2,646	24,341	2021-22 to 2022-23	10%	-2%	11%	-10%	9%
CAGR (2015-16 to 2022-23)	**7.8%**	**-5.8%**	**3.3%**	**-6.2%**	**7.9%**	**5.7%**	**Average**	**8%**	**-2%**	**4%**	**-6%**	**8%**

Source: SBHL

Table 3-6: Annual Growth Rate of Toll revenue in the Past

Period	TP1	TP2	TP3	TP4	All Four TPs Together
2015-16 to 2016-17	43%	1%	-15%	14%	11%
2016-17 to 2017-18	51%	33%	13%	15%	34%
2017-18 to 2018-19	6%	8%	1%	18%	6%
2018-19 to 2019-20	-7%	3%	6%	8%	-1%
2019-20 to 2020-21	1%	9%	6%	16%	5%
2020-21 to 2021-22	22%	8%	4%	6%	13%
2021-22 to 2022-23	13%	28%	31%	20%	21%
Average	**19%**	**13%**	**7%**	**14%**	**13%**

Source: SBHL toll data

3.2 Analysis of Fuel Sales data

Seasonal factors from Fuel data: Monthly fuel sales data collected from fuel stations along the project road and used (total 3 data sets) for the estimation of seasonal factor.

The seasonal factors estimated from fuel sales is presented in Table 3.7. Seasonal Factor for Car is 0.92 (petrol based) and for bus/goods vehicle is 1.17 (diesel based) for the month of April.

Table 3-7: Seasonal factors from fuel sales data

	Petrol				Diesel			
	2021-22	2020-21	2019-20	Average	2021-22	2020-21	2019-20	Average
April	0.92	0.88	0.96	**0.92**	1.10	1.11	1.29	**1.17**
May	1.14	0.98	0.80	**0.97**	1.19	0.99	0.79	**0.99**
June	1.76	1.03	1.60	**1.46**	1.10	0.96	0.78	**0.95**
July	0.97	0.84	1.20	**1.00**	1.06	0.95	0.91	**0.97**
August	1.02	0.93	1.09	**1.01**	1.12	1.04	1.16	**1.11**
September	0.77	1.17	1.00	**0.98**	1.32	1.16	1.10	**1.20**
October	0.88	1.26	0.86	**1.00**	1.32	1.20	1.05	**1.19**
November	0.92	1.35	0.69	**0.99**	0.82	1.05	0.84	**0.90**
December	1.02	0.93	1.09	**1.01**	0.70	0.97	0.91	**0.86**
January	0.88	0.98	1.26	**1.04**	0.85	0.91	1.03	**0.93**
February	0.97	1.03	1.14	**1.05**	0.99	0.87	1.12	**1.00**
March	1.29	0.88	0.89	**1.02**	0.86	0.89	1.45	**1.07**

4 ADT & AADT ESTIMATION

4.1 Average Daily Traffic (2023-24)

The ADT for the period from Apr. to Sept. 2023-24 is derived from the toll data and is reproduced in Table 4.1. The highest tollable traffic is observed at TP1 (road segment 1) as it is located on NH52, which is the connecting road to Jaipur from north Rajasthan/Haryana and due to the proximity of Sikar town, Car/Taxi/LGV category forms the major share of the tollable traffic at all TPs, except TP4 (road segment III) where MAV is more.

Table 4-1: Average Daily Tollable Traffic

Veh. Type	TP1	TP2	TP3	TP4
Car/Taxi/LGV	9,387	3,533	4,116	1,013
LCV/Mini Bus	270	158	166	70
Bus*	521	300	305	17
2AT*	492	299	261	247
3AT	208	234	236	268
MAV	497	595	662	955
OSV	1	0	0	1
Total Veh.	**11,376**	**5,119**	**5,747**	**2,572**
Total PCU	**15,695**	**8,946**	**9,753**	**7,018**

*Source: SBHL toll data. This traffic includes toll exempted vehicles mentioned in Section 3.1.3 *- Combined data for Bus & 2AT are given in the monthly traffic data and the share has been derived from Fastag data provided (which has separate numbers of bus and 2AT).*

4.2 Annual Average Daily Traffic (2023-24)

Seasonal correction factor is applied to ADT to estimate the AADT for all the TP locations. In this study, seasonal factors estimated from the toll traffic data has been recommended as it is directly related to project road traffic. The factors derived from toll data is reproduced below.

Vehicle Category	TP1 (Rasidpura TP)	TP2 (Tidiyasar TP)	TP3 (Lakhasar TP)	TP4 (Udairamsar TP)
Car/Taxi/LGV	1.02	1.06	1.06	1.06
LCV/Mini Bus	0.97	0.99	1.03	0.97
Bus/2 AT	1.00	1.00	1.00	1.01
3 A T	0.94	1.06	1.04	1.05
MAV	1.02	1.08	1.06	1.05

Source: SBHL

The summary of AADT for the year 2023-24 is presented in Table 4.2 for the four toll plazas**.**

Table 4-2: Annual Average Daily Traffic (Total Tollable Vehicles-2023-24)

	TP1 (Rasidpura TP)	TP2 (Tidiyasar TP)	TP3 (Lakhasar TP)	TP4 (Udairamsar TP)
Car/Taxi/LGV	9,543	3,743	4,380	1,075
LCV/Mini Bus	263	157	170	68
Bus	518	301	305	17
2AT	490	300	261	249
3AT	196	249	245	282
MAV	507	643	700	1,004
OSV	1	-	-	2
Total Veh.	**11,518**	**5,393**	**6,061**	**2,697**
Total PCU	**15,836**	**9,422**	**10,218**	**7,348**

Note: This traffic includes the toll exempted vehicles mentioned in Section 3.1.3

The AADT (2023-24) share of both actually tollable and exempted vehicles are presented in Table 4.3.

Table 4-3: AADT share of Actually Tollable and Exempted Vehicles

	AADT (tollable, which exclude exempted vehicles) *				AADT (Exempted vehicles)			
	TP1	TP2	TP3	TP4	TP1	TP2	TP3	TP4
Car/Taxi/LGV	7,536	3,333	3,902	1,018	2007	410	478	57
LCV/Mini bus	241	149	151	66	22	8	19	2
Bus	518	301	305	17	0	0	0	0
2 Axle Truck	479	296	258	246	11	4	3	3
3 Axle Truck	189	247	243	282	7	2	2	0
MAV	499	641	699	1,003	8	2	1	1
OSV	1	0	0	2	0	0	0	0
Total	**9,464**	**4,967**	**5,558**	**2,635**	**2,054**	**426**	**503**	**62**

**- Considered in the toll revenue estimation*

5 OD SURVEYS & DATA ANALYSIS

5.1 OD Survey Methodology & Locations

Roadside Interview method, as detailed in IRC: 102-1988, is used for conducting O-D survey. The survey was carried out for tollable modes (both passenger and goods vehicles) for two days (in both directions). The information collected includes trip origin, trip destination, commodity details for goods vehicles and purpose and frequency of travel for passenger vehicles, etc. The data analysis is carried out to assess the movement pattern on the project road.

OD surveys were carried out at the four toll plaza locations on the project road. The survey locations along with the schedule are presented in Table 5.1.

Table 5-1: Schedule of Surveys

Sl. No.	Type of Survey	No of Locations	Location	Schedule
1	OD survey 2days (2X24)	4	Toll plaza 1, (Rashidpura TP)	23/04/2023 & 24/04/2023
			Toll plaza 2, (Tidiyasar TP)	23/04/2023 & 24/04/2023
			Toll plaza 3, (LakhasarTP)	24/04/2023 & 25/04/2023
			Toll plaza 4, (Udairamsar TP on Bikaner bypass	25/04/2023 & 26/04/2023





Srvey Photos

Data Consistency: OD data have been checked location wise, mode wise and direction wise for the toll plaza location. The following consistency checks were done for data reliability.

- Zone coding was checked with raw data
- Illegal trips are removed from the data

5.2 Zoning System

Suitable zoning system has been developed for the study purpose. The places falling within 20 Km radius of the toll plaza locations are divided into minor zones to estimate the local traffic occurring at each toll plaza. Large zones were considered for areas outside the project road. The zoning system developed for the study is listed and presented in Table 5.2.

Table 5-2: Zone list for the study

No.	Zone	Remarks
1	Rashidpura , Bhadhadar, Kordoli, Kuhri bari, Palthana, Pratappura, Sanwaloda, Ghassu, Jasrasar, Mailasi,Jhigar Choti, Palthana, Jheegar Badi	Sikar district
2	Akwa, Kharsadu, Kudan, Ajitpura, Bhukaran, Dinarpura, Jhihar Chhoti, Patoda, Chooroli, Pardoli, Nani, Lakshmangarh, Hameerpura	
3	Sikar city	
4	Other parts of Sikar district	
5	Tidiyasar, Biramsar, Kalyan pura, Thithavata, Bachhararachota, Hardesar,	Churu district
6	Ratangarh, Bhojdesar, Malpur, Sangasar, Chhabri Meethi, Kadia, Shekhisar, Hudera, Jandwa	
7	Other parts of Churu district	
8	Lakasar, Jodhasar, Benisar, Bhojas,	Districts of Rajasthan
9	Jhanjheu, Hemasar, Pundalsar, Seruna, Derajsar,	
10	Udairamsar, Naino ka bas, Yashoda Nagar, Ambasar, Raisar, Shivbari, Gadhwala	Bikaner district
11	Bikaner city	
12	Other parts of Bikaner district	
13	Sri Ganaganagar	
14	Hanumangargh	
15	Jaisalmer	
16	Jodhpur	
17	Nagaur	
18	Barmer	
19	Jalore	
20	Pali	
21	Sirohi	

No.	Zone	Remarks
22	Jhunjunu	
23	Udaipur	
24	Dungarpur	
25	Banswara	
26	Rajsamand	
27	Chittorgargh	
28	Pratapgargh	
29	Bhilwara	
30	Ajmer	
31	Jaipur city	
32	Other parts of Jaipur district	
33	Tonk	
34	Alwar	
35	Dausa	
36	Bharatpur	
37	Karauli	
38	Dhahulpur	
39	Bundi	
40	Sawai Madhopur	
41	Kota	
42	Baran	
43	Jhalawar	
44	Haryana	Other States
45	Punjab	
46	Himachal Pradesh	
47	J & K	
48	Uttarakhand	
49	Delhi	
50	Uttar pradesh	
51	Bihar, Jharkand,West Bengal	
52	Chattisgargh, Odissa	
53	Ports in Gujarat	
54	Gujarat	
55	Madhya Pradesh	
56	Maharashtra	
57	Goa	
58	Karnataka	
59	Tamil Nadu,	
60	Kerala	
61	Telangana	
62	Andhra Pradesh	
63	Assam, Mijoram, Tripura, Manipur, Arunachalpradesh, Sikkim, Meghalaya, Nagaland	

5.3 Sample Size

The sample size covered in OD survey for various types of vehicles is given in Table 5.3.

Table 5-3: Sample Size

Vehicle Type	TP1 (Rasidpura TP)	TP2 (Tidiyasar TP)	TP3 (Lakhasar TP)	TP4 (Udairamsar TP)
Car/Taxi/LGV	29%	40%	38%	42%
LCV/Mini Bus	56%	71%	70%	69%
Bus	88%	88%	50%	23%
2 AT	37%	68%	92%	56%
3 A T	52%	66%	63%	52%
MAV	59%	72%	67%	47%

5.4 Influence Factors

The influence factors (the share of the origin or destination of the trip) indicates the importance of the area or region influencing traffic on the project road. It is estimated as given below:

$$IF = [(P_i + A_i) \times 100] / (\sum(P_i + A_i))$$

Where, *IF* = Influence Factor

P_i = Total trips produced in Zone *i*

A_i = Total trips attracted in Zone *i*

Influence factors obtained from the OD data are presented in Table 5.4 to Table 5.7 for TP1, TP2, TP3 and TP4 respectively.

Rajasthan has the highest influence on traffic on the project road. Other states (especially for goods traffic) such as Punjab and Haryana influence at TP1, TP2 and TP3. Gujarat and Maharashtra influence the traffic at TP4.

Among the districts of Rajasthan, Bikaner, Churu and Sikar districts (the districts through which the project road passes), Jaipur, etc. have more share at TP1, TP2 and TP3. Influence of Bikaner, Sri Ganaganagar, Jodhpur, Nagaur, etc. are the districts of traffic influence for TP4.

Table 5-4: Influence Factors at TP1

	Car/Taxi	Mini Bus	Bus	Mini LCV	LCV	2 AT	3AT	MAV
Bikaner district	7.3%	6.3%	18.6%	5.8%	8.9%	10.8%	13.2%	10.2%
Churu district	10.6%	14.3%	12.4%	10.7%	9.3%	12.1%	9.8%	7.8%
Sikar district	55.1%	54.0%	15.7%	60.7%	31.3%	36.1%	30.1%	26.2%
Sri Ganaganagar	1.9%	0.8%	7.9%	2.9%	4.5%	4.0%	4.9%	4.9%
Hanumangargh	1.3%	0.8%	2.1%	3.1%	4.5%	2.8%	2.4%	3.9%
Jodhpur	0.1%	0.0%	0.1%	0.6%	0.0%	0.2%	0.0%	0.5%

	Car/Taxi	Mini Bus	Bus	Mini LCV	LCV	2 AT	3AT	MAV
Nagaur	0.7%	0.8%	0.2%	1.4%	1.1%	1.1%	1.1%	1.2%
Jhunjhunu	0.5%	0.8%	0.1%	0.2%	0.0%	1.4%	0.4%	0.5%
Jaipur	14.1%	15.1%	38.0%	10.4%	20.2%	17.5%	20.3%	18.4%
Other districts	2.2%	1.6%	1.8%	3.2%	6.0%	5.4%	5.8%	7.5%
Haryana	3.4%	1.6%	1.4%	0.0%	8.7%	3.5%	5.1%	9.0%
Punjab	1.3%	2.4%	0.7%	0.0%	4.5%	2.0%	3.4%	5.1%
Gujarat	0.3%	0.8%	0.4%	0.3%	0.4%	0.2%	0.4%	0.6%
Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.2%	0.8%
Other northern States	1.0%	0.8%	0.7%	0.5%	0.5%	1.1%	1.9%	2.0%
Other Southern states	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.3%
Eastern states	0.2%	0.0%	0.1%	0.1%	0.0%	0.9%	0.9%	1.2%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-5: Influence Factors at TP2

	Car/Taxi	Mini Bus	Bus	Mini LCV	LCV	2 AT	3AT	MAV
Bikaner district	15.8%	14.8%	27.5%	10.6%	11.5%	19.2%	17.9%	20.2%
Churu district	31.8%	18.5%	10.1%	25.3%	45.9%	23.9%	29.7%	24.2%
Sikar district	17.3%	33.3%	6.9%	42.5%	16.3%	15.7%	15.6%	13.4%
Sri Ganaganagar	2.7%	3.7%	8.3%	1.3%	1.0%	3.5%	4.8%	5.7%
Hanumangargh	3.3%	1.9%	3.2%	0.9%	2.4%	3.4%	2.4%	5.0%
Jodhpur	0.1%	0.0%	0.3%	0.0%	0.0%	0.4%	0.2%	0.1%
Nagaur	0.0%	0.0%	0.0%	0.2%	0.2%	0.8%	0.3%	1.1%
Jhunjhunu	14.4%	13.0%	5.0%	11.8%	11.2%	7.8%	7.7%	6.1%
Jaipur	11.4%	11.1%	33.8%	7.0%	8.5%	18.7%	16.7%	14.7%
Other districts	0.9%	1.9%	1.7%	0.2%	1.2%	1.7%	2.0%	3.4%
Haryana	0.5%	0.0%	0.5%	0.0%	0.0%	1.2%	0.9%	1.5%
Punjab	0.4%	0.0%	0.7%	0.2%	1.0%	2.0%	1.1%	1.7%
Gujarat	0.0%	0.0%	0.2%	0.0%	0.2%	0.1%	0.0%	0.2%
Maharashtra	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.1%
Other northern States	1.3%	1.9%	1.7%	0.2%	0.2%	1.1%	0.5%	2.1%
Other South States	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
Eastern states	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	0.3%	0.6%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-6: Influence Factors at TP3

	Car/Taxi	Mini Bus	Bus	Mini LCV	LCV	2 AT	3AT	MAV
Bikaner district	69.1%	78.2%	58.2%	68.1%	52.5%	57.7%	55.5%	51.2%
Churu	17.6%	14.1%	19.4%	15.0%	6.6%	18.2%	24.9%	16.0%
Sikar	1.9%	5.1%	3.4%	1.6%	4.1%	4.5%	2.8%	3.8%
Sri Ganaganagar	0.5%	0.0%	0.0%	0.6%	0.7%	0.3%	0.7%	0.2%
Hanumangargh	0.2%	0.0%	0.5%	0.4%	0.7%	1.0%	1.2%	0.7%
Jodhpur	0.7%	0.0%	0.7%	2.1%	1.1%	1.9%	2.1%	2.9%

	Car/Taxi	Mini Bus	Bus	Mini LCV	LCV	2 AT	3AT	MAV
Nagaur	0.3%	0.0%	1.2%	0.6%	0.5%	1.0%	1.2%	0.9%
Jhunjhunu	0.7%	0.0%	2.0%	1.3%	0.7%	0.9%	1.0%	1.1%
Jaipur	5.2%	2.6%	9.2%	5.7%	6.6%	4.9%	2.4%	5.7%
Other districts	0.7%	0.0%	2.0%	4.7%	3.4%	3.0%	1.6%	3.8%
Haryana	1.5%	0.0%	0.9%	0.0%	12.7%	3.4%	3.4%	6.9%
Punjab	0.1%	0.0%	0.0%	0.0%	0.5%	0.2%	0.1%	0.7%
Gujarat	0.1%	0.0%	0.0%	0.0%	0.9%	0.0%	0.4%	0.5%
Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%
Other northern States	1.3%	0.0%	2.6%	0.0%	6.6%	2.2%	1.8%	4.9%
Other Southern states	0.0%	0.0%	0.0%	0.0%	0.2%	0.1%	0.0%	0.0%
Eastern states	0.1%	0.0%	0.0%	0.0%	2.3%	0.6%	0.4%	0.7%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-7: Influence Factors at TP4

	Car/ Taxi	Mini Bus	Bus	Mini LCV	LCV	2 AT	3AT	MAV
Bikaner district	54.8%	100.0%	100.0%	69.8%	41.9%	38.7%	33.0%	28.5%
Churu district	6.5%	0.0%	0.0%	3.4%	1.0%	1.5%	2.4%	2.8%
Sikar district	2.0%	0.0%	0.0%	0.9%	1.4%	1.2%	0.9%	1.0%
Sri Ganaganagar	5.4%	0.0%	0.0%	6.5%	9.5%	11.3%	10.6%	14.8%
Hanumangargh	3.0%	0.0%	0.0%	2.2%	2.4%	2.4%	4.8%	3.4%
Jodhpur	6.6%	0.0%	0.0%	2.2%	10.5%	10.2%	12.5%	8.1%
Nagaur	5.5%	0.0%	0.0%	7.8%	7.6%	6.5%	6.7%	8.4%
Jhunjunu	0.5%	0.0%	0.0%	0.0%	0.0%	0.6%	0.1%	0.4%
Jaipur	1.5%	0.0%	0.0%	2.6%	1.4%	2.1%	1.7%	1.8%
Other districts	7.2%	0.0%	0.0%	3.9%	4.8%	7.7%	7.9%	8.6%
Haryana	1.7%	0.0%	0.0%	0.0%	2.9%	2.0%	0.8%	1.9%
Punjab	1.9%	0.0%	0.0%	0.0%	6.7%	5.3%	7.5%	7.1%
Gujarat	3.2%	0.0%	0.0%	0.4%	5.2%	4.8%	5.1%	6.6%
Maharashtra	0.0%	0.0%	0.0%	0.4%	2.4%	3.5%	3.6%	4.3%
Other northern States	0.2%	0.0%	0.0%	0.0%	2.4%	2.4%	2.3%	2.4%
Other Southern states	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Eastern states	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

5.5 Trip Distribution

The distribution of trips observed on the project road is presented in Table 5.8 for the four TPs. Passenger as well as goods trips are mainly bound within Rajasthan. Trucks are also travelling between Rajasthan and areas north of Rajasthan. Among the four TPs, N-S traffic is more at TP 4 (Bikaner bypass)

Table 5-8: Trip Distribution

	Car/Taxi	Bus	LCV	2 AT	3AT	MAV
TP1						
Within Rajasthan	87.8%	93.8%	72.0%	83.8%	77.4%	63.8%
Rajasthan-Areas north of Rajasthan	11.0%	5.2%	27.3%	13.6%	20.3%	30.8%
Rajasthan- Areas south of Rajasthan	0.8%	0.7%	0.4%	1.6%	0.8%	2.5%
Rajasthan- Areas east of Rajasthan	0.1%	0.0%	0.0%	0.6%	1.1%	1.6%
Areas east of Rajasthan - Areas south of Rajasthan	0.3%	0.3%	0.4%	0.5%	0.4%	1.4%
TP2						
Within Rajasthan	95.5%	93.7%	96.6%	90.4%	94.8%	87.9%
Rajasthan-Areas north of Rajasthan	4.3%	5.9%	2.4%	8.5%	4.2%	10.4%
Rajasthan- Areas south of Rajasthan	0.1%	0.3%	1.0%	0.7%	0.3%	1.2%
Rajasthan- Areas east of Rajasthan	0.0%	0.0%	0.0%	0.2%	0.3%	0.4%
Areas east of Rajasthan - Areas south of Rajasthan	0.1%	0.0%	0.0%	0.2%	0.3%	0.1%
TP3						
Within Rajasthan	93.7%	93.2%	53.6%	86.7%	87.1%	73.0%
Rajasthan-Areas north of Rajasthan	6.0%	6.8%	40.0%	11.8%	10.8%	24.7%
Rajasthan- Areas south of Rajasthan	0.2%	0.0%	4.5%	0.4%	1.2%	1.1%
Rajasthan- Areas east of Rajasthan	0.1%	0.0%	1.8%	1.1%	0.9%	1.0%
Areas east of Rajasthan - Areas south of Rajasthan	0.0%	0.0%	0.5%	0.0%	0.0%	0.2%
TP4						
Within Rajasthan	87.0%	100.0%	66.7%	73.0%	71.0%	67.2%
Rajasthan-Areas north of Rajasthan	6.7%	0.0%	18.1%	10.5%	11.5%	11.1%
Rajasthan- Areas south of Rajasthan	5.3%	0.0%	9.5%	7.8%	7.8%	10.2%
Rajasthan- Areas east of Rajasthan	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Areas east of Rajasthan - Areas south of Rajasthan	1.0%	0.0%	5.7%	8.7%	9.7%	11.5%

The trips within Rajasthan are spread across many districts. However, the major OD pairs (districts) in this category is presented in Table 5.9.

Table 5-9: Major OD Pairs within Rajasthan

Districts	Car/Taxi	Bus	LCV	2 AT	3AT	MAV
TP1						
Jaipur- Bikaner	7.7%	32.8%	9.1%	9.2%	14.7%	7.2%
Sikar- Bikaner	4.7%	2.6%	4.7%	6.4%	6.0%	5.1%
Jaipur- Churu	7.2%	19.2%	7.3%	7.1%	5.6%	5.8%
Sikar-Churu	12.5%	0.0%	0.0%	0.0%	0.0%	5.9%
TP2						
Jaipur- Bikaner	10.6%	37.1%	7.8%	19.7%	16.7%	15.3%
Sikar- Bikaner	10.2%	5.4%	5.4%	9.4%	6.1%	6.8%
Jaipur- Churu	7.6%	9.1%	7.3%	8.1%	10.6%	5.2%
Sikar-Churu	17.9%	6.1%	21.5%	14.5%	16.4%	12.1%

Districts	Car/Taxi	Bus	LCV	2 AT	3AT	MAV
Churu- Bikaner	2.0%	0.3%	3.4%	0.9%	3.3%	5.1%
TP3						
Jaipur- Bikaner	10.0%	17.7%	12.7%	8.8%	4.2%	10.9%
Sikar- Bikaner	3.5%	6.5%	8.2%	8.4%	4.5%	6.2%
Jaipur- Churu	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sikar-Churu	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Churu- Bikaner	34.7%	37.8%	13.2%	34.3%	45.8%	28.7%
TP4						
Within Bikaner	31.1%	100.0%	23.8%	12.9%	14.5%	10.5%
Sri Ganaganagar- Bikaner	4.1%	0.0%	4.8%	6.6%	4.0%	6.2%
Sri Ganaganagar- Jodhpur	3.7%	0.0%	5.7%	5.7%	4.6%	3.8%
Sri Ganaganagar- Nagaur	0.9%	0.0%	4.8%	3.6%	3.8%	6.8%
Sri Ganaganagar- Pali	0.5%	0.0%	1.0%	1.8%	4.0%	4.7%

The important interstate movements observed at the four TPs are categorized below in Table 5.10.

Table 5-10: Major Interstate OD Pairs – TP1

	Car/Taxi	Bus	LCV	2 AT	3AT	MAV
Rajasthan- Haryana	6.4%	2.3%	17.1%	6.6%	9.0%	16.5%
Rajasthan- Punjab	2.3%	1.4%	8.7%	3.8%	6.4%	9.2%
Rajasthan- Gujarat	0.5%	0.6%	0.4%	0.5%	0.4%	0.5%
Rajasthan- Maharashtra	0.0%	0.0%	0.0%	0.7%	0.0%	1.4%
Haryana- Gujarat	0.1%	0.2%	0.0%	0.0%	0.0%	0.6%
Haryana- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.4%	0.2%
Punjab-Gujarat	0.0%	0.0%	0.4%	0.0%	0.4%	0.2%
Punjab- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TP2						
Rajasthan- Haryana	1.0%	1.0%	0.0%	2.5%	1.8%	2.8%
Rajasthan- Punjab	0.8%	1.5%	2.0%	3.8%	1.8%	3.2%
Rajasthan- Gujarat	0.0%	0.3%	0.5%	0.0%	0.0%	0.5%
Rajasthan- Maharashtra	0.0%	0.0%	0.5%	0.0%	0.0%	0.1%
Haryana- Gujarat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Haryana- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Punjab-Gujarat	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%
Punjab- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TP3						
Rajasthan- Haryana	3.1%	1.7%	25.5%	6.9%	6.9%	13.6%
Rajasthan- Punjab	0.2%	0.0%	0.9%	0.4%	0.3%	1.3%
Rajasthan- Gujarat	0.2%	0.0%	1.8%	0.0%	0.9%	0.7%
Rajasthan- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%
Haryana- Gujarat	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%
Haryana- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Punjab-Gujarat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Punjab- Maharashtra	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

	Car/Taxi	Bus	LCV	2 AT	3AT	MAV
			TP4			
Rajasthan- Haryana	3.3%	0.0%	5.7%	3.3%	1.3%	2.8%
Rajasthan- Punjab	3.1%	0.0%	9.5%	5.4%	7.5%	5.9%
Rajasthan- Gujarat	5.3%	0.0%	7.6%	3.3%	4.8%	6.2%
Rajasthan- Maharashtra	0.0%	0.0%	1.9%	4.5%	2.9%	3.9%
Haryana- Gujarat	0.1%	0.0%	0.0%	0.3%	0.0%	0.5%
Haryana- Maharashtra	0.0%	0.0%	1.0%	0.3%	0.8%	1.4%
Punjab-Gujarat	0.7%	0.0%	1.9%	3.0%	4.0%	4.4%
Punjab- Maharashtra	0.0%	0.0%	1.0%	0.3%	0.8%	1.2%

5.6 Commodity Movement

Commodity movement along the project road was obtained from the OD surveys. The major commodities transporting through the project road are presented in Table 5.11 to Table 5.14 respectively for the four TPs. Important commodities include general items such as vegetables/fruits, food grains, petroleum Products, courier/parcels, etc.

Table 5-11: Commodity- wise Goods Movement Pattern at TP1

	Mini LCV	LCV	2 AT	3AT	MAV
Food Grains	4.3%	6.5%	3.5%	9.4%	10.0%
Minerals & Ores	0.0%	0.0%	0.0%	0.0%	0.0%
Machines / Automobiles	0.0%	0.4%	1.9%	1.5%	2.0%
Fruits/ Vegetables	17.7%	20.7%	20.0%	9.4%	12.0%
Iron & Steel	3.4%	3.3%	6.1%	2.6%	3.7%
Fertilizers / Chemicals	1.4%	3.3%	4.9%	2.6%	2.2%
Textiles & Clothing	0.0%	0.4%	0.2%	0.4%	0.5%
Wood and wood Prod.	0.8%	1.1%	0.5%	0.0%	0.6%
Cement	1.3%	1.1%	1.4%	0.0%	3.4%
Petroleum Products	0.0%	3.3%	9.2%	10.5%	8.1%
Granite/Marble	1.0%	0.0%	0.7%	0.4%	0.3%
Sand	1.6%	2.2%	3.1%	3.0%	4.5%
Bricks	0.6%	0.7%	0.2%	0.0%	1.6%
Stone/Aggregates	0.6%	0.7%	1.2%	0.8%	2.8%
House hold goods	0.7%	0.4%	0.7%	1.5%	0.2%
Courier/Parcel	6.5%	5.8%	10.1%	12.4%	4.5%
Misc. (Gypsum, animal food, other perishable goods, parchune, medicines, water, plastic, rubber items, etc.)	28.9%	30.9%	22.1%	23.7%	23.8%
Empty	31.3%	19.3%	14.1%	21.8%	19.9%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-12: Commodity- wise Goods Movement Pattern at TP2

	Mini LCV	LCV	2 AT	3AT	MAV
Food Grains	0.4%	4.9%	3.4%	7.9%	7.3%
Minerals & Ores	0.0%	0.0%	0.0%	0.0%	0.4%
Machines / Automobiles	0.0%	1.0%	0.4%	0.0%	1.5%
Fruits/ Vegetables	35.5%	12.2%	13.0%	7.0%	0.7%
Iron & Steel	2.9%	1.5%	3.1%	0.9%	3.1%
Fertilizers / Chemicals	0.4%	0.0%	0.0%	0.6%	0.5%
Textiles & Clothing	1.1%	0.0%	0.0%	0.3%	0.4%
Wood and wood Prod.	1.8%	3.9%	1.3%	0.9%	0.9%
Cement	0.4%	0.5%	1.3%	2.4%	7.3%
Petroleum Products	0.0%	0.5%	4.7%	7.9%	3.1%
Granite/Marble	0.0%	0.5%	0.2%	0.0%	0.9%
Sand	0.0%	1.0%	4.5%	10.3%	12.5%
Bricks	0.0%	0.0%	0.0%	1.2%	1.7%
Stone/Aggregates	0.0%	1.0%	2.9%	6.4%	10.0%
House hold goods	0.4%	1.5%	0.7%	0.3%	0.1%
Courier/Parcel	6.5%	7.8%	18.0%	9.1%	3.0%
Misc. (Gypsum, animal food, other perishable goods, parchune, medicines, water, plastic, rubber items, etc.)	17.6%	31.2%	24.5%	20.1%	25.9%
Empty	33.3%	32.7%	21.8%	24.6%	20.8%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-13: Commodity- wise Goods Movement Pattern at TP3

	Mini LCV	LCV	2 AT	3AT	MAV
Food Grains	10.6%	6.4%	10.7%	12.3%	11.2%
Minerals & Ores	0.0%	0.0%	0.0%	0.3%	0.1%
Machines / Automobiles	0.0%	1.8%	1.3%	0.3%	0.2%
Fruits/ Vegetables	3.9%	5.9%	3.2%	3.3%	4.2%
Iron & Steel	1.6%	2.7%	1.1%	3.6%	1.9%
Fertilizers / Chemicals	2.2%	1.4%	1.7%	0.9%	2.0%
Textiles & Clothing	1.3%	2.7%	1.7%	3.3%	1.6%
Wood and wood Prod.	0.2%	0.5%	0.6%	0.6%	0.5%
Cement	3.2%	4.1%	1.1%	2.7%	2.6%
Petroleum Products	0.0%	0.0%	0.4%	1.8%	1.7%
Granite/Marble	1.4%	1.8%	1.5%	2.4%	2.4%
Sand	4.1%	5.5%	6.2%	6.6%	6.9%
Bricks	1.7%	2.3%	0.9%	2.4%	1.7%
Stone/Aggregates	1.4%	3.2%	2.4%	3.3%	3.6%

	Mini LCV	LCV	2 AT	3AT	MAV
House hold goods	0.6%	0.0%	0.4%	0.0%	0.0%
Courier/Parcel	3.2%	5.9%	4.1%	2.4%	5.0%
Misc. (Gypsum, animal food, other perishable goods, parchune, medicines, water, plastic, rubber items, etc.)	22.9%	23.6%	25.9%	19.2%	24.5%
Empty	41.7%	32.3%	36.8%	34.7%	29.9%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Table 5-14: Commodity- wise Goods Movement Pattern at TP4

	Mini LCV	LCV	2 AT	3AT	MAV
Food Grains	5.2%	1.9%	1.8%	4.8%	4.9%
Minerals & Ores	0.0%	0.0%	0.9%	0.5%	2.4%
Machines / Automobiles	0.0%	1.0%	1.2%	0.8%	1.8%
Fruits/ Vegetables	8.6%	5.7%	3.9%	8.0%	4.5%
Iron & Steel	4.3%	2.9%	1.5%	3.5%	2.5%
Fertilizers / Chemicals	0.9%	1.9%	1.2%	2.7%	2.7%
Textiles & Clothing	2.6%	3.8%	0.0%	0.8%	1.4%
Wood and wood Prod.	3.4%	0.0%	0.3%	0.3%	0.3%
Cement	1.7%	2.9%	3.3%	5.6%	19.8%
Petroleum Products	0.0%	10.5%	15.9%	14.2%	6.5%
Granite/Marble	0.0%	1.0%	0.0%	0.0%	0.2%
Sand	0.0%	0.0%	1.8%	5.9%	6.4%
Bricks	0.0%	1.0%	0.0%	0.0%	0.6%
Stone/Aggregates	2.6%	1.0%	1.8%	4.3%	2.8%
House hold goods	1.7%	1.0%	0.0%	0.3%	0.1%
Courier/Parcel	0.9%	2.9%	10.5%	4.8%	3.5%
Misc. (Gypsum, animal food, other perishable goods, parchune, medicines, water, plastic, rubber items, etc.)	33.6%	18.1%	24.6%	20.9%	21.8%
Empty	34.5%	44.8%	31.2%	22.5%	17.7%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

6 UPCOMING ROAD PROJECTS & IMPACT ASSESSMENT

The important projects that are proposed/will be implemented in the project area include;

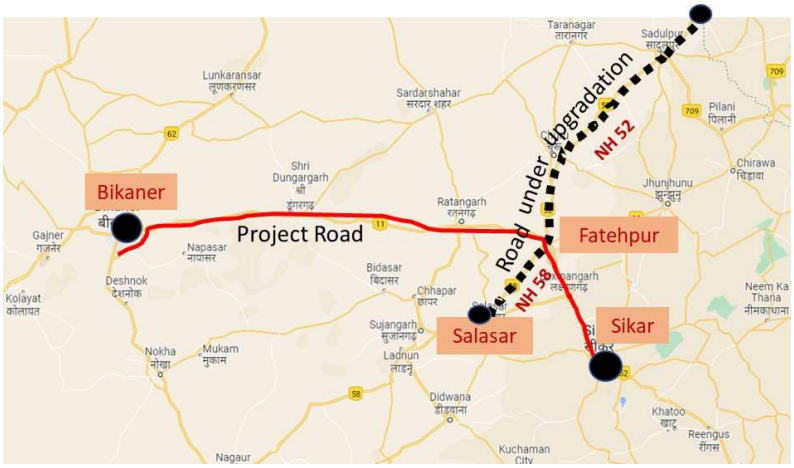
- Four laning of NH52/NH58 from Rajasthan/Haryana border to Salasar and
- Expressways proposed through Rajasthan

The impact of the above projects is presented below.

6.1 Road Projects and the impact

6.1.1 Four laning of NH52/NH58 from Rajasthan/Haryana border to Salasar

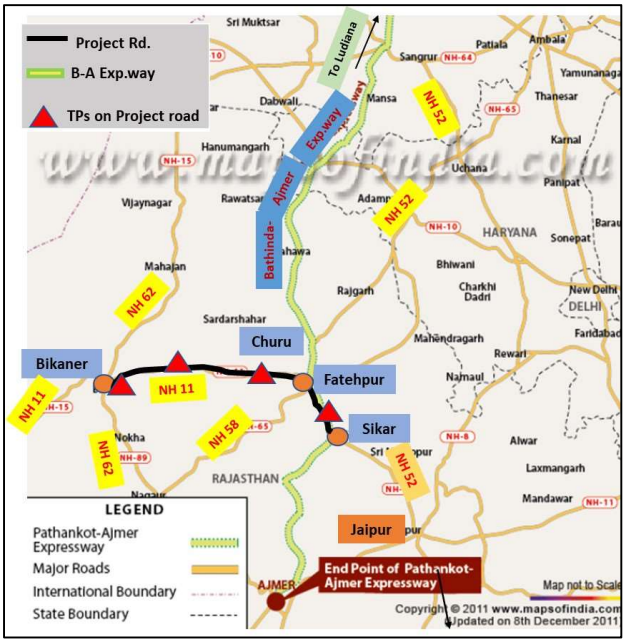
The 155 km long NH52/58 section is undergoing upgradation to four lanes. The stretch was converted to two lane standards by NHAI in 2017 under BoT (toll). The stretch of NH 52 (up to Fatehpur from Rajasthan border) is a feeder route for the project road for the traffic to/from Haryana/Punjab towards Sikar/Jaipur/Gujarat/Maharashtra side and Bikaner side and four laning of NH 52 will be advantageous for the project road. However, the section NH 58 (ie; new link constructed between Salasar and Fatehpur during two laning of NH52/58) which could have adversely affected the project road traffic by diverting the traffic between Haryana/Punjab and West Rajasthan / Gujarat / Maharashtra from the project road. Due to this, the traffic between Haryana/Punjab and West Rajasthan / Gujarat / Maharashtra on the project road is presently very minimal. The four laning of this alternate will provide a better facility for the above traffic to continue to use NH 58 instead of the project road. And hence no major impact due to the road widening is expected on the project road.



6.2 Proposed Expressway Projects in Rajasthan and its Impact

6.2.1 Proposed Bathinda- Ajmer Expressway

''Bhatinda-Ajmer Expressway (B-A Expressway) is one of the three segments of the "Pathankot-Ludhiana–Ajmer Economic Corridor (EC-8 under Bharatmala project)". This B-A expressway segment was approved by NHAI in May 2018 as a standalone greenfield/brownfield project, which is expected to reduce the existing distance between Bhatinda and Ajmer by 120 km. It is 6-lane (extendable to 8-lanes) access-controlled expressway and expected to be advantageous to the districts of Hanumangarh, Churu, Sikar, Nagaur, Ajmer in Rajasthan.

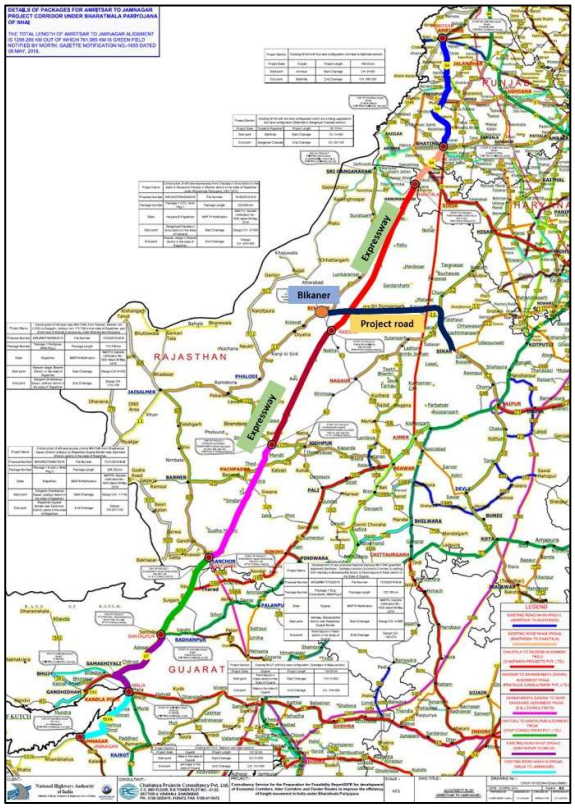


The expressway would cater to the traffic bound between western area of Punjab and south/west Rajasthan and Gujarat. The major routes presently available are Route 1 via; Hisar, Fatehpur and Salasar (NH 52/NH58) and Route 2, via; Hanumangarh and Ratangarh (NH 54/SH7). Since these two routes are not passing along the project road, no major impact is anticipated on the road traffic after the development of the expressway.



6.2.2 Proposed Amritsar- Jamnagar Economic Corridor

Amritsar – Jamnagar Economic Corridor (Sangaria- Sanchore- Santhalpur Green Field Expressway) is also known as Amritsar – Jamnagar Expressway (A-J Expressway), is about 1,300 km long and is under construction by NHAI. It is proposed as a 4-6 lane partially access-controlled highway traversing through Punjab, Haryana, Rajasthan and Gujarat. About 900 km of its alignment is greenfield and the construction work started in 2019 with a construction period of 2 years. NHAI has revised its completion schedule for the project to Dec 2025.



The expressway route is proposed along the western parts of Punjab, Haryana, Rajasthan and Gujarat. In Rajasthan, it will pass through the Sangaria town (in Hanumangarh district), Bikaner district, Jodhpur district and Barmer district, and exit Rajasthan at Sanchore town (in Jalore district). This Expressway is expected to meet the Pathankot-Ludhiana-Bathinda-Ajmer expressway near Bathinda.

NH 52/NH58 forms the main alternate for the expressway. But from the traffic O-D point of view, the project road mainly cater to the traffic within Rajasthan and the inter-state traffic is very less as discussed in the above section. Hence no major impact expected due to the above economic corridor and Rajasthan bound traffic will continue to use the project road in the future even after the development of the expressway.

The proposed expressways include greenfield alignments and its developments are subjected to many implementation hazards, including land acquisition issues. Hence it can reasonably assumed that these expressways would be completed during the end stage of the concession period of SBHL.

6.2.3 Delhi- Mumbai Expressway

The Delhi–Mumbai Expressway is partially operational between Sohna and Dausa and other sections are under various stages of development.

The expressway alignment passes through the southern districts of Rajasthan (Dausa, Sawai Madhopur, Kota, etc.), which is about 250 km away from the project road (refer Figure presented here).



The interstate traffic that the project road carries is between Punjab/Haryana and Rajasthan and that too its share is very less and hence the Delhi-Mumbai expressway is not a competing route to the project road.

6.2.4 Conclusion

The expressways are in various stages of development and limited details only available in the public domain. Based on the available details of the expressways, traffic pattern on the project road and our judgement, these expressways are not competitive to the project road traffic. Hence, no major impact is anticipated from these expressways.

Based on review of the secondary data and the information collected from various road agencies, it is observed that currently there are no other major road improvement schemes to divert/attract traffic from/to the project road in the near future.

7 GROWTH RATE ESTIMATION & TRAFFIC PROJECTION

7.1 Background

Projection of traffic along the project stretch for the horizon period requires an understanding of the key drivers to the traffic. These include demographic variables such as population, per-capita income and economic variables such as GDP/NSDP for project influence region. Projection of these drivers needs to be developed within a framework that ensures internal consistency.

Broad review of the socio-economic characteristics of the state that influences the traffic (Rajasthan) on the project road is discussed in Chapter 2. The growth trends for these socio-economic variables and assessment of traffic growth rates and forecasts that is necessary for the revenue estimation is detailed in this Chapter.

7.2 Traffic Growth Trend in the Past

The project road is operational from 2015-16 and the traffic growth trend observed in the past is presented in Chapter 3. Generally, the growth of traffic on the project road was moderate during the period between 2015-16 and 2022-23, though there were variations over the years. Car/taxi/LGV, 2AT/Bus and MAV had growth in the past and LCV/mini bus and 3AT category has a declining/no growth trend in the past.

The three road segments have almost same growth pattern in the past (refer Table 7.1 for the average growth trend for the past five years).

Table 7-1: Growth trend in the Past five years

Average Annual Growth Rate (2018-19 to 2022-23)							
	Traffic						Toll Revenue
	Car/Taxi/ LGV	LCV/Mini Bus	Bus/ 2AT	3 AT	MAV	Total	
TP1	5.5%	-9.4%	7.6%	-3.9%	1.3%	3.8%	7.3%
TP2	7.2%	-6.8%	4.4%	-0.4%	11.7%	5.7%	11.9%
TP3	7.9%	6.3%	2.9%	-4.7%	10.4%	6.0%	11.7%
TP4	14.2%	-4.0%	14.7%	-6.1%	10.1%	7.8%	12.6%
All the four TP's together	**6.6%**	**-5.0%**	**5.9%**	**-5.0%**	**7.7%**	**4.9%**	**9.5%**

The development of alternate roads in the vicinity and issues such as statewide strike by the farmers, the covid pandemic, etc. had affected the traffic growth unfavorably. The trend in the last two years indicates that the traffic on the road is out of these adverse impacts and hence a stabilized and better growth in the future can be expected in the future.

7.3 Growth Rate Estimation

Traffic growth rates to be used for forecasting toll traffic on the project road is estimated by adopting the Elasticity of Transport Demand method which is the most commonly adopted technique for traffic forecast on highways in India. This method establishes the relationship between traffic growth trend on the corridor / vehicle registration of the influencing states, with the state income (NSDP), population and per capita income (PCI) of the project road influencing states.

The steps involved in growth rate estimation are as follows:

- Identifying the Project influence area (PIA) for the project road from OD data, this has impact on the traffic growth of project road.
- Analyze the past socio-economic performance of the project influence area and assess the economic growth rates of influence area in the future.
- Estimating the base elasticity of traffic growth which provides the relationship between the traffic growth and the socio-economic growth of the influence area
- Projection of future elasticity for various modes from the base elasticity
- Estimating the traffic growth based on the future elasticity values and the respective socio-economic growth perspective of the traffic influencing regions

Rajasthan is the state having the highest influence in contributing traffic to the project corridor. Minor influence of states of Haryana, Punjab, Gujarat and Maharashtra are also observed on the project road. The influence is given in Table 7.2. All the three segments would have same travel pattern, and a single growth rate is proposed for the project road.

Table 7-2: Major Traffic Influencing Region

	Car/Taxi/ LGV	LCV/Mini Bus	Bus/2AT	3 AT	MAV
Rajasthan	97.4%	91.7%	94.0%	89.9%	84.7%
Haryana	0.9%	3.2%	1.6%	2.6%	4.8%
Punjab	0.5%	1.9%	1.4%	3.0%	3.6%
Gujarat	0.5%	0.9%	0.7%	1.5%	2.0%
Maharashtra	0.1%	0.3%	0.5%	1.0%	1.3%
Total	**99.4%**	**98.1%**	**98.2%**	**97.9%**	**96.5%**

7.3.1 Economic profile of Major Traffic Influencing Areas/States

The trend of economic growth of Rajasthan and other influencing states are summarised in Table 7.3 and in Table 7.4. Rajasthan's economy had a moderate growth in the past when compared to other influencing states/GDP. The average annual growth rates of NSDP/GDP for the period 2015-16 to 2020-21 is low due to the COVID impact in the year 2020-21.

Table 7-3: NSDP Growth Trend

	Rajasthan	Haryana	Punjab	Gujarat	Maharashtra	India
2015-16	5,01,922	3,72,700	2,94,895	7,74,775	14,52,513	1,13,69,493
2016-17	5,29,650	4,12,055	3,15,783	8,43,930	15,96,121	1,23,08,193
2017-18	5,57,618	4,34,407	3,35,057	9,46,511	16,61,065	1,31,44,582
2018-19	5,68,102	4,70,328	3,53,942	10,34,399	17,28,578	1,39,92,914
2019-20	5,98,550	5,07,776	3,67,558	11,10,179	17,82,903	1,45,15,958
2020-21	5,83,645	4,80,471	3,52,357	10,99,259	16,53,094	1,35,58,473
CAGR (2015-16 to 2019-20)	**4.5%**	**8.0%**	**5.7%**	**9.4%**	**5.3%**	**6.3%**
CAGR (2015-16 to 2020-21)	**3.1%**	**5.2%**	**3.6%**	**7.2%**	**2.6%**	**3.7%**

Source: NSDP, GDP: Directorate of Economics & Statistics of respective State Governments, RBI Unit: Rs. In Crores, At constant price and 2011-12 base

Table 7-4: PCI Growth Trend

	Rajasthan	Haryana	Punjab	Gujarat	Maharashtra
2015-16	68565	137833	100141	120683	122889
2016-17	71324	150259	105848	129738	133686
2017-18	73529	156200	110857	143604	137808
2018-19	73929	166747	115592	154887	142063
2019-20	76882	177507	118487	164060	145165
2020-21	74009	165617	112119	160321	133356
CAGR (2015-16 to 2019-20)	**2.9%**	**6.5%**	**4.3%**	**8.0%**	**4.3%**
CAGR (2015-16 to 2020-21)	**1.5%**	**3.7%**	**2.3%**	**5.8%**	**1.6%**

Source: PCI: Directorate of Economics & Statistics of respective State Governments, Unit: Rs., At constant price. 2011-12 base

7.3.2 Estimation of Base Elasticity & Projection

Elasticity is derived by developing econometric models through regressing NSDP with past traffic data for the years between 2015 and 2020 (NSDP available only up to 2020-21 for all states). Elasticity value of 2AT/Bus is not accepted due to very low goodness of fit (less R^2 values). It may be due to the haphazard growth of traffic during the analysis period. The derived elasticity values are provided in Table 7.5. Negative elasticity value is observed for 3 AT due to their declining trend.

Table 7-5: Estimated Elasticity Values

	Elasticity	R^2
2 AT/Bus	0.01	0.00
3 AT	-2.37	0.86
MAV	1.65	0.84
LCV/Mini Bus	1.15	0.54
Car/Taxi/LGV	1.61	0.95

The following time periods, till the end of concession period (30-year concession period, including the expected extension of five more years, from 2013-14).

- Base period adopted: 2015-16 to 2020-21,
- 2021-22 to 2025-26
- 2026-27 to 2030-31
- 2031-32 to 2035-36
- Beyond 2035-36

Elasticities are projected based on the above values and their growth perspective in the future.

Generally, the spread of economic development induces changes in the spatial distribution of activities and corresponding changes in transport demand elasticity. Accordingly, the elasticity, for both freight and passenger traffic would tend to decline over time, despite growth in economic parameters. Future modal shift, new vehicle technologies, etc. also will affect transport demand elasticity in the future. Hence it is necessary to moderate the elasticity and to arrive at the growth rates within realistic limits for the future years, by making reasonable assumptions on the various influencing parameters of growth.

It is assumed that 2/3 axle trucks and bus will have nominal growth in the future and elasticity is adopted accordingly. The adopted values and the projection are given in Table 7.6.

Table 7-6: Adopted Elasticity & Projections

Vehicle Type	Period (2015-16 to 2020-21)	Period (2021-22 to 2025-26)	Period (2026-27 to 2030-31)	Period (2031-32 to 2035-36)	Period (> 2035-36)
2 axle Truck	-	0.40*	0.32	0.26	0.20
3 axle Truck	-	0.20*	0.16	0.13	0.10
MAV	1.65	1.32	1.05	0.84	0.67
LCV/Mini Bus	1.15	0.92	0.73	0.59	0.47
Car/Taxi/LGV	1.61	1.29	1.03	0.83	0.66
Bus	-	0.65*	0.52	0.41	0.33

**- Assumed values*

7.3.3 Projection of Socioeconomic Variable

The socio-economic variable projections (weighted NSDP for all modes) were made based on the past performance of the influencing areas and the recent economic changes post COVID.

Due to the absence of realistic data on the future economy of the influencing states, methodology adopted is to forecast the socioeconomic growth (NSDP) of the influencing states by relating with GDP growth forecast. For this, a factor was derived considering the annual growth of GDP for the base period (2015-16 to 2020-21) and every five-year period in the future (Refer Table 7.7). This factor was multiplied with the base period combined NSDP growth rate for each vehicle type, resulting in the future growth rate of NSDP of the influence region for the subsequent time periods.

Impact of COVID in Indian Economy: The base period of growth rate analysis is 2015-16 to 2020-21. This includes the period of first wave of COVID (year 2020-21), which had a lower growth rate of

economy. The GDP growth from 2021-22 onwards will capture the regain of economy post COVID. The published GDP growth for 2021-22 is adopted and for the year 2022-23 and 2023-24 , the GDP figures are based on the latest update from govt. authorities/multilateral agencies are employed in the analysis. These figures will reflect the economic growth after the COVID period.

The GDP of India had expanded 8.7% in 2021-22 after a decline (-ve growth) of 6.6% in the previous year (due to COVID impact). As per the latest update by RBI, the overall growth of India's economy during 2022-23 recorded a growth of 7.2%. The economic survey, by Ministry of Finance, Govt. of India, projects a GDP growth of 6.5 per cent in 2023-24. It is assumed that India's growth continues to be resilient in the future and growth rates assumed accordingly. Based on the above predictions /assumptions, the GDP forecast is made and is given below in Table 7.7.

Table 7-7: Projected Growth of GDP and the Relating Factor

Period	Average Annual GR %	GDP factor for the future five-year periods w.r.t the base Period of (2015-16 to 2020-21)
2015-16 to 2020-21*	3.7%	-
2021-22*	8.7%	188%
2022-23**	6.9%	
2023-24**	6.5%	
2024-25**	6.5%	
2025-26**	6.5%	
2026-27 to 2030-31**	6.0%	161%
2031-32 to 2035-36**	5.5%	147%
>2035-36**	5.0%	134%

*Note: *-Actual values, Source: RBI, World Bank, ** Predictions/Assumptions*

Based on the above, the socioeconomic variables have been projected for the influencing areas and are presented in Table 7.8.

Table 7-8: Projection of Socio-economic variable

Vehicle Type	Period (2015-16 to 2020-21)	Period (2021-22 to 2025-26)*	Period (2026-27 to 2030-31)	Period (2031- 32 to 2035-36)	Period (> 2035-36)
2 axle Truck	3.1%	5.9%	5.1%	4.6%	4.2%
3 axle Truck	3.2%	6.0%	5.2%	4.7%	4.7%
MAV	3.3%	6.2%	5.3%	4.8%	4.8%
LCV/Mini Bus	3.2%	6.0%	5.1%	4.7%	4.7%
Car/Taxi/LGV	3.1%	5.9%	5.0%	4.6%	4.6%
Bus	3.1%	5.9%	5.1%	4.6%	4.6%

*Note: *- Start year for traffic projection (2024)*

7.3.4 Recommended Growth Rates

The projected elasticity and the corresponding socio-economic sector projection has been multiplied to estimate the growth rates for different horizon periods using the relationship given below.

Tgr = (NSDPgr) x E

Where, Tgr – Traffic growth rate for mode

NSDPgr – growth rate of NSDP, E – Elasticity value for mode

The estimated growth-rates for various modes are presented below in Table 7.9. This growth rates are recommended for the project.

Table 7-9: Recommended Growth Rates

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (2031- 32 to 2035-36)	Period (> 2035-36)
2 axle Truck	2.4%	2.0%	1.5%	1.1%
3 axle Truck	1.2%	1.0%	0.8%	0.6%
MAV	8.1%	7.0%	5.1%	4.1%
LCV/Mini Bus	5.5%	4.7%	3.5%	2.8%
Car/Taxi/LGV	7.6%	6.5%	4.7%	3.8%
Bus	3.8%	3.3%	2.4%	1.9%

7.3.5 Growth rates under Optimistic and Pessimistic Scenarios

Growth rates under Optimistic scenario assumes an additional one percent per annum higher growth of GDP than in Normal scenario, while pessimistic scenario consider a decline of GDP growth @ 1% per annum in the future years. The growth rates predicted under these two scenarios are given below in Table 7.10 and in Table 7.11.

Table 7-10: Growth Rates under Optimistic Scenario

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (2031- 32 to 2035-36)	Period (> 2035-36)
2 axle Truck	2.6%	2.4%	1.8%	1.3%
3 axle Truck	1.3%	1.2%	0.9%	0.7%
MAV	8.8%	8.1%	6.0%	4.8%
LCV/Mini Bus	6.0%	5.5%	4.1%	3.3%
Car/Taxi/LGV	8.2%	7.5%	5.6%	4.5%
Bus	4.1%	3.8%	2.8%	2.3%

Table 7-11: Growth Rates under Pessimistic Scenario

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (2031- 32 to 2035-36)	Period (> 2035-36)
2 axle Truck	2.2%	1.7%	1.2%	0.9%
3 axle Truck	1.1%	0.9%	0.6%	0.5%
MAV	7.4%	5.8%	4.2%	3.3%
LCV/Mini Bus	5.0%	3.9%	2.8%	2.3%
Car/Taxi/LGV	6.9%	5.4%	3.9%	3.1%
Bus	3.5%	2.7%	2.0%	1.6%

7.4 Traffic Projection

The base year tollable AADT (including exempted vehicles) has been projected according to the recommended growth rates for the remaining concession period. Summary is presented in Table 7.12 to Table 7.14 for the three scenarios. As per SBHL's letter no. SBHL/PRJ/TEC/ICO-581/3319,

dated June 21, 2023, regarding Effect of Variations in Traffic Growth, an increase of concession period from 25 years to 30 years is expected and hence considered in the traffic projection (made upto 2043-44).

Table 7-12: Summary of Projected Tollable AADT (Normal Scenario)

Year	TP1		TP2		TP3		TP4	
	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU
2023-24	11,518	15,836	5,393	9,422	6,061	10,218	2,697	7,348
2024-25	12,333	16,869	5,760	10,019	6,481	10,882	2,874	7,832
2025-26	13,208	17,977	6,154	10,659	6,931	11,595	3,064	8,353
2026-27	14,012	18,995	6,516	11,248	7,346	12,253	3,240	8,836
2027-28	14,867	20,076	6,901	11,874	7,787	12,951	3,426	9,350
2028-29	15,777	21,225	7,310	12,540	8,256	13,694	3,625	9,899
2029-30	16,744	22,445	7,745	13,248	8,755	14,484	3,837	10,484
2030-31	17,773	23,741	8,208	14,000	9,286	15,325	4,063	11,108
2031-32	18,566	24,741	8,565	14,582	9,695	15,975	4,237	11,593
2032-33	19,395	25,786	8,938	15,191	10,123	16,655	4,421	12,102
2033-34	20,263	26,879	9,329	15,828	10,571	17,367	4,612	12,636
2034-35	21,171	28,021	9,738	16,494	11,040	18,112	4,813	13,195
2035-36	22,120	29,216	10,165	17,191	11,531	18,892	5,024	13,782
2036-37	22,922	30,221	10,526	17,777	11,944	19,547	5,201	14,276
2037-38	23,754	31,263	10,900	18,385	12,374	20,228	5,385	14,789
2038-39	24,617	32,344	11,288	19,016	12,819	20,935	5,576	15,322
2039-40	25,512	33,465	11,690	19,670	13,282	21,668	5,774	15,876
2040-41	26,441	34,628	12,108	20,349	13,761	22,428	5,980	16,452
2041-42	27,405	35,834	12,541	21,054	14,259	23,218	6,194	17,051
2042-43	28,404	37,084	12,991	21,785	14,775	24,037	6,416	17,673
2043-44	29,441	38,381	13,457	22,544	15,311	24,887	6,647	18,320

Table 7-13: Summary of Projected Tollable AADT (Optimistic Scenario)

Year	TP1		TP2		TP3		TP4	
	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU
2023-24	11,518	15,836	5,393	9,422	6,061	10,218	2,697	7,348
2024-25	12,398	16,952	5,789	10,068	6,514	10,937	2,889	7,873
2025-26	13,347	18,156	6,217	10,764	7,004	11,713	3,096	8,442
2026-27	14,286	19,346	6,640	11,454	7,488	12,482	3,301	9,008
2027-28	15,294	20,621	7,094	12,194	8,008	13,307	3,522	9,617
2028-29	16,376	21,988	7,581	12,987	8,566	14,193	3,759	10,273
2029-30	17,537	23,454	8,104	13,839	9,166	15,143	4,015	10,980
2030-31	18,784	25,025	8,665	14,752	9,809	16,164	4,289	11,740
2031-32	19,782	26,281	9,114	15,482	10,324	16,979	4,508	12,348
2032-33	20,836	27,604	9,588	16,251	10,867	17,839	4,740	12,991
2033-34	21,947	28,999	10,087	17,062	11,440	18,746	4,985	13,671
2034-35	23,120	30,470	10,614	17,918	12,045	19,704	5,243	14,390
2035-36	24,357	32,020	11,170	18,821	12,684	20,714	5,516	15,150
2036-37	25,405	33,331	11,641	19,584	13,224	21,569	5,747	15,792
2037-38	26,499	34,699	12,132	20,380	13,789	22,461	5,988	16,463
2038-39	27,643	36,127	12,645	21,212	14,378	23,393	6,240	17,166
2039-40	28,836	37,618	13,181	22,080	14,994	24,366	6,504	17,901

Year	TP1		TP2		TP3		TP4	
	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU
2040-41	30,083	39,174	13,741	22,988	15,637	25,383	6,780	18,671
2041-42	31,385	40,798	14,326	23,935	16,309	26,446	7,068	19,475
2042-43	32,745	42,494	14,936	24,925	17,011	27,555	7,369	20,318
2043-44	34,165	44,264	15,574	25,958	17,744	28,715	7,683	21,199

Table 7-14: Summary of Projected Tollable AADT (Pessimistic Scenario)

Year	TP1		TP2		TP3		TP4	
	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU	Tot Veh.	Tot. PCU
2023-24	11,518	15,836	5,393	9,422	6,061	10,218	2,697	7,348
2024-25	12,258	16,776	5,727	9,966	6,443	10,823	2,858	7,790
2025-26	13,048	17,778	6,082	10,545	6,850	11,469	3,030	8,262
2026-27	13,708	18,613	6,379	11,029	7,190	12,008	3,174	8,658
2027-28	14,402	19,492	6,692	11,538	7,548	12,576	3,326	9,076
2028-29	15,134	20,415	7,021	12,073	7,925	13,173	3,486	9,517
2029-30	15,903	21,387	7,368	12,636	8,322	13,801	3,655	9,982
2030-31	16,714	22,408	7,732	13,229	8,740	14,463	3,832	10,472
2031-32	17,330	23,185	8,009	13,680	9,058	14,967	3,967	10,846
2032-33	17,970	23,991	8,297	14,148	9,388	15,489	4,108	11,234
2033-34	18,634	24,827	8,596	14,634	9,730	16,032	4,254	11,639
2034-35	19,324	25,695	8,906	15,138	10,086	16,596	4,405	12,059
2035-36	20,040	26,595	9,228	15,661	10,456	17,181	4,563	12,496
2036-37	20,631	27,336	9,493	16,091	10,760	17,662	4,692	12,854
2037-38	21,240	28,099	9,767	16,534	11,074	18,158	4,825	13,224
2038-39	21,867	28,885	10,049	16,990	11,397	18,669	4,963	13,605
2039-40	22,514	29,694	10,339	17,461	11,731	19,195	5,105	13,998
2040-41	23,180	30,528	10,638	17,945	12,074	19,737	5,251	14,403
2041-42	23,866	31,387	10,946	18,444	12,428	20,296	5,401	14,822
2042-43	24,574	32,272	11,264	18,958	12,793	20,872	5,557	15,253
2043-44	25,303	33,183	11,591	19,488	13,169	21,466	5,717	15,699

8 TOLL REVENUE FORECAST

Toll revenue is projected for the remaining years of concession period based on the current AADT and recommended growth rates. Toll/User fee is projected for the future years as per the provisions of the Concession Agreement.

8.1 Input for Revenue Estimation

8.1.1 Base Year Tollable AADT (2023-24)

The AADT of tollable vehicles for the base year (2023-24) at the toll plaza locations is shown in Table 8.1. This AADT excludes the exempted vehicles presented in Table 4.3.

Table 8-1: Base Year Tollable AADT

	TP1 (Rasidpura TP)	TP2 (Tidiyasar TP)	TP3 (Lakhasar TP)	TP4 (Udairamsar TP)

Car/Taxi/LGV	7,536	3,333	3,902	1,018
LCV/Mini Bus	241	149	151	66
Bus	518	301	305	17
2AT	479	296	258	246
3AT	189	247	243	282
MAV	499	641	699	1,003
OSV	1	0	0	2
Total Veh.	**9,464**	**4,967**	**5,558**	**2,635**
Total PCU	**13,709**	**8,973**	**9,693**	**7,277**

Note: Captive tollable traffic, excluding the toll exempted vehicles

8.1.2 Toll Policy

As per Schedule R of Concession agreement, the toll rates for computation of toll revenues to be adopted from the National Highways Fee (Determination of rates and collection) Rules, 2008, along with amendment rules of 2010 and 2011. Various trip categories are described below:

- **Single Entry:** Mechanical vehicle who makes use of the section of National Highway, permanent bridge, bypass or tunnel for one way journey once in 24 hrs.
- **Return trip:** Driver or person who is in charge of a mechanical vehicle who makes use of the section of National Highway, permanent bridge, bypass or tunnel for two one-way journeys within a 24 hrs. (from the time of payment) may opt for the return pass.
- **Local monthly pass (for cars):** Person who owns mechanical vehicle, registered for non-commercial purpose and resides within a distance of 20 Km from the toll plaza location is eligible for the local pass.
- **Local concession for commercial vehicles:** As per the revised toll notification, commercial vehicles registered within the district in which the toll plaza is located (excluding National Permit) are eligible for local concession, fee is 50% of single trip fee.
- **Monthly pass:** Driver, Owner or person who is in charge of a mechanical vehicle who makes use of the toll section frequently during a month, may opt to purchase a monthly pass. Monthly pass amount is fixed as two-third of the fee for 50 single journeys in a period of one month.

8.1.3 Toll Ticket/Trip Categorisation

As per Schedule R of Concession agreement, the toll rates for computation of toll revenues to be adopted from the National Highways Fee (Determination of rates and collection) Rules, 2008, along with amendment rules of 2010 and 2011 are relevant to toll fee. Trip categorization is estimated from the toll traffic (2022-23) and is adopted in the study (refer Table 8. 2).

Table 8-2: Trip categorization as per NHAI Toll Policy

	Single	Return	Local Concession	Local monthly Pass	Monthly pass	Total
TP1						
Car/Taxi/LGV	38.6%	49.7%	3.6%	8.1%	0.0%	100%

	Single	Return	Local Concession	Local monthly Pass	Monthly pass	Total
LCV/Mini Bus	44.2%	38.5%	6.9%	0.0%	10.3%	100%
BUS	8.1%	74.1%	16.1%	0.0%	1.7%	100%
2 AT	52.5%	36.3%	10.9%	0.0%	0.2%	100%
3 AT	71.8%	24.9%	3.3%	0.0%	0.0%	100%
MAV	82.5%	15.2%	2.3%	0.0%	0.0%	100%
OSV	97.5%	2.0%	0.4%	0.0%	0.0%	100%
TP2						
Car/Taxi/LGV	51.4%	46.5%	1.4%	0.7%	0.0%	100.0%
LCV/Mini Bus	56.3%	41.0%	2.8%	0.0%	0.0%	100.0%
BUS	10.2%	82.9%	6.9%	0.0%	0.0%	100.0%
2 AT	54.2%	41.2%	4.6%	0.0%	0.0%	100.0%
3 AT	65.4%	30.5%	4.2%	0.0%	0.0%	100.0%
MAV	79.3%	19.1%	1.6%	0.0%	0.0%	100.0%
OSV	86.1%	12.0%	1.8%	0.0%	0.0%	100.0%
TP3						
Car/Taxi/LGV	38.2%	55.7%	4.4%	1.7%	0.0%	100.0%
LCV/Mini Bus	35.6%	38.3%	26.1%	0.0%	0.0%	100.0%
BUS	7.2%	53.2%	39.6%	0.0%	0.0%	100.0%
2 AT	34.3%	42.3%	23.4%	0.0%	0.0%	100.0%
3 AT	51.5%	36.4%	12.1%	0.0%	0.0%	100.0%
MAV	64.1%	32.2%	3.7%	0.0%	0.0%	100.0%
OSV	44.1%	55.4%	0.5%	0.0%	0.0%	100.0%
TP4						
Car/Taxi/LGV	56.7%	41.2%	0.8%	1.3%	0.0%	100.0%
LCV/Mini Bus	51.3%	44.6%	4.1%	0.0%	0.0%	100.0%
BUS	65.1%	32.0%	2.9%	0.0%	0.0%	100.0%
2 AT	65.1%	31.5%	3.4%	0.0%	0.0%	100.0%
3 AT	68.9%	27.5%	3.6%	0.0%	0.0%	100.0%
MAV	74.8%	20.0%	5.2%	0.0%	0.0%	100.0%
OSV	95.7%	4.0%	0.3%	0.0%	0.0%	100.0%

Source: SBHL

8.1.4 Growth Rates

Summary of recommended growth rates are given in Table 8.3.

Table 8-3: Recommended Growth Rates

Vehicle Type	Period (2024-25 to 2025-26)	Period (2026-27 to 2030-31)	Period (2031- 32 to 2035-36)	Period (> 2035-36)
2 axle Truck	2.4%	2.0%	1.5%	1.1%
3 axle Truck	1.2%	1.0%	0.8%	0.6%
MAV	8.1%	7.0%	5.1%	4.1%
LCV/Mini Bus	5.5%	4.7%	3.5%	2.8%
Car/Taxi/LGV	7.6%	6.5%	4.7%	3.8%
Bus	3.8%	3.3%	2.4%	1.9%

8.1.5 Toll Fee Rates

As per Schedule R of SBHL, the Concessionaire was authorised to collect the fees from the users of the project highway from the date of Commercial Operations of the Project Highway pursuant to the National Highways Fee (Determination of Rates and Collection) Rules, 2008, along with the amendment rules 2010 & 2011. The applicable toll rates are:

- **Base rate of fee for highway with four lane or more lanes:** The rate of fee for use of a section of national highway of four or more lanes shall, for the base year 2007-2008 be the product of the length of such section multiplied by the following rates namely:

Type of Vehicle	Base Rate of fee per km (in rupees) (2007-08 rate)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck (Two Axles)	2.20
Three Axle Trucks	2.40
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)	3.45
Oversized vehicles (seven or more axles)	4.20

  - Rate for two lane highway: The rate of fee for a two-lane section of the national highway, on which an average investment for upgradation has exceeded Rs. 1.0 crores/km (applicable to the two -lane section of the project road) shall be 60% of the above rate.
  - The rate of fee for using a bypass forming part of the national highway, constructed with a cost above Rs. 10 crores or above, for the base year of 2007-08 shall be one and half times the rate of the fee mentioned above.

These rates are applicable for one way (single) journey.

- **Daily/Return Pass & Monthly Pass Rate:**

Amount Payable	Maximum number of one way journeys allowed	Period of Validity
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys	Fifty	One month from date of payment

- **Monthly pass for Local Car Traffic:** The monthly fee for local car traffic (residing within 20 km radius of the toll plaza), at the base rate for the year 2007-2008 is of rupees One hundred and Fifty per calendar month.

- **Concession for Commercial Vehicles**: Fee for commercial vehicles (excluding vehicles plying under National Permit) registered in the district where the toll plaza falls will be 50% of the prescribed rate for the vehicle category

The toll amount, by multiplying the above rates with the control length/tollable length of the toll plaza shall be rounded to the nearest five rupees.

8.1.6 Toll Plaza Control lengths

The tollable length/control lengths of the toll plazas as per the Schedule R of the project are presented in Table 8.4.

Table 8-4: Toll Plaza Control Length

Length of Tolling (Km)	TP1	TP2	TP3	TP4
Length of Tolling (4Lane)	17.78	0	0	0
Length of Tolling (2Lane)	36.757	69.5	73.338	0
Bypass Length (2 Lane)	19.463*	3.5**	0	17.24***
Total	**74.000**	**73.000**	**73.338**	**17.240**

*Source: Schedule R, Note: Cost: *Sikar bypass- Rs. 25.34 crores, **Realignment-Rs.20.07 crores, ***Bikaner bypass-Rs. 50.12 crores*

8.1.7 Annual Toll Revision

Annual Revision of rate of fee: The 2007-08 toll rates have been increased without compounding by three per cent each year with effect from the 1st day of April 2008 and such increased rate has been deemed to be the base rate for the subsequent years.

The applicable base rates have been revised annually with effect from April 1st, each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 and the week ending on or immediately after January 1 of the year in which sub revision is undertaken but such revision shall be restricted for forty percent of the increase in wholesale price index. The past WPI values has been adopted from Source: http://eaindustry.nic.in/default.htm/ Ministry of Commerce and Industry, Govt. of India. The formula for determining the applicable rate of fee is as follows:

$$\text{Applicable rate of fee} = \text{Base rate} + \text{base rate} \times \left\{ \frac{\text{WPIA} - \text{WPIB}}{\text{WPIB}} \right\} \times 0.4$$

The annual fluctuation of WPI in the past (refer Table given below). As per the past annual growth of WPI, it is grown at an average rate of 5.1% per annum. The same trend is assumed for the future also. Hence, a similar trend is considered for the future also. However, actual WPI growth observed in last three to four years data in some year muted and in some years in double digits growth. Hence, the value for 2024 is 1%, for 2025 is 8% and 2026 is 6% and thereafter 5%.

Year	WPI Actual Index (2004-05 series)	Annual Fluctuation %
2007	112.2	-
2008	116.7	4.0
2009	124.5	6.7
2010	133.4	7.1
2011	146.0	9.4
2012	157.3	7.7
2013	168.6	7.2
2014	179.6	6.5
2015	178.7	-0.5
2016	176.8	-1.1
2017	183.3	3.7
2018	189.9	3.6
2019	196.4	3.4
2020	201.8	2.8
2021	205.8	2.0
2022	235.2	14.3
2023	247.0	5.02
Average GR/Annum		**5.1**

Source: http://eaindustry.nic.in/linking_factor0405.asp,

Based on the above, the toll fee has been calculated for various type of toll category till the end of concession period. The present toll amount applicable for Apr. 2023 to Mar. 2024 (with effect from 01.04.2023) at the toll plazas are presented in Table 8.5.

Table 8-5: Present toll amount in Rs. (Apr 2023 – Mar 2024)

Category of Vehicles	Fee for Single Journey	Fee for Return Journey within a day	Fee for Monthly Pass for 50 single journeys in a month	Fee for single journey for the commercial vehicles registered within the district of fee plaza
TP 1				
Car, Jeep, Van or Light Motor Vehicle	80	125	2735	40
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	130	200	4415	65
Bus or Truck (Two Axle)	280	415	9255	140
Three-Axle Commercial Vehicle	305	455	10095	150
Heavy Construction Machinery or Earth Moving Equipment or Multi Axle Vehicle (Four to Six Axle)	435	655	14510	220
Oversized Vehicle (Seven or More Axle)	530	795	17665	265
TP 2				
Car, Jeep, Van or Light Motor Vehicle	65	95	2140	30
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	105	155	3455	50
Bus or Truck (Two Axle)	215	325	7235	110
Three-Axle Commercial Vehicle	235	355	7895	120

Category of Vehicles	Fee for Single Journey	Fee for Return Journey within a day	Fee for Monthly Pass for 50 single journeys in a month	Fee for single journey for the commercial vehicles registered within the district of fee plaza
Heavy Construction Machinery or Earth Moving Equipment or Multi Axle Vehicle (Four to Six Axle)	340	510	11350	170
Oversized Vehicle (Seven or More Axle)	415	620	13815	205
TP 3				
Car, Jeep, Van or Light Motor Vehicle	65	95	2100	30
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	100	150	3390	50
Bus or Truck (Two Axle)	215	320	7100	105
Three-Axle Commercial Vehicle	230	350	7745	115
Heavy Construction Machinery or Earth Moving Equipment or Multi Axle Vehicle (Four to Six Axle)	335	500	11135	165
Oversized Vehicle (Seven or More Axle)	405	610	13555	205
TP 4				
Car, Jeep, Van or Light Motor Vehicles	20	35	740	10
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	35	55	1195	20
Bus or Truck (Two Axles)	75	115	2505	40
Three-axle commercial vehicles	80	125	2730	40
HCM or EME or MAV (four to six)	120	175	3925	60
Oversized Vehicles (Seven or more axles)	145	215	4780	70

Note: The rates for monthly pass applicable for local cars (personal non-commercial vehicles (cars) residing with in a distance of 20 Km from the toll plaza) is Rs.330/-

8.2 Projected Toll Revenue

The annual toll revenue is computed assuming toll collection for 365 days in a year. As per SBHL's letter no. SBHL/PRJ/TEC/ICO-581/3319, dated June 21, 2023, regarding Effect of Variations in Traffic Growth, an increase of concession period from 25 years to 30 years is expected and hence considered in the revenue projection. As per the concession document, the Actual Average Traffic and the impact on Concession Period has to be computed as on April 1, 2024, after considering the traffic prevailing on first anniversary of Target Date (March 31, 2023). This report provides the revenue for the full year of 2043-44. However, the revenue for 2043-44 may change depending on the Govt. approved end date of the concession period.

The total revenue summary is presented in the Table 8.6 for the four TPs under normal scenario. The revenue summary for Optimistic and Pessimistic scenarios are presented in Table 8.7 and in Table 8.8 respectively.

Table 8-6: Projected Annual Toll Revenue Summary (Rs. in crores) under Normal Scenario

Year	TP1	TP2	TP3	TP4	Total
2023-24	36.13	20.59	20.51	6.24	83.48
2024-25	39.41	22.51	22.29	6.82	91.03
2025-26	44.83	25.54	25.47	7.78	103.63
2026-27	50.28	28.48	28.47	8.61	115.84
2027-28	55.58	31.68	31.36	9.62	128.24
2028-29	61.96	34.95	34.97	10.77	142.64
2029-30	68.25	38.94	38.84	12.02	158.05
2030-31	75.91	43.23	43.57	13.15	175.86
2031-32	83.07	47.55	47.66	14.67	192.95
2032-33	91.86	51.91	52.46	16.07	212.29
2033-34	100.34	57.12	57.31	17.62	232.38
2034-35	110.30	62.21	63.03	19.51	255.05
2035-36	120.33	68.40	69.30	21.32	279.35
2036-37	131.23	74.89	75.05	23.30	304.48
2037-38	142.43	81.32	82.37	25.55	331.67
2038-39	155.61	88.46	89.53	27.73	361.32
2039-40	169.87	96.81	97.76	30.29	394.73
2040-41	185.19	106.05	106.85	33.26	431.35
2041-42	201.53	115.01	116.74	36.22	469.50
2042-43	219.13	125.77	127.18	39.55	511.62
2043-44	240.47	137.55	139.00	43.37	560.39

Table 8-7: Projected Annual Toll Revenue Summary (Rs. in crores) under Optimistic Scenario

Year	TP1	TP2	TP3	TP4	Total
2023-24	36.13	20.59	20.51	6.24	83.48
2024-25	39.60	22.62	22.40	6.86	91.47
2025-26	45.26	25.80	25.73	7.87	104.66
2026-27	51.19	29.01	29.00	8.78	117.97
2027-28	57.06	32.53	32.23	9.90	131.72
2028-29	64.15	36.19	36.25	11.17	147.76
2029-30	71.26	40.67	40.61	12.59	165.14
2030-31	79.94	45.56	45.97	13.90	185.37
2031-32	88.14	50.48	50.67	15.63	204.92
2032-33	98.21	55.53	56.21	17.24	227.19
2033-34	108.10	61.57	61.88	19.06	250.61
2034-35	119.75	67.57	68.59	21.28	277.19
2035-36	131.64	74.87	76.01	23.44	305.96
2036-37	144.47	82.49	82.84	25.77	335.57
2037-38	157.77	90.13	91.49	28.44	367.83
2038-39	173.45	98.65	100.07	31.06	403.24
2039-40	190.54	108.64	109.98	34.16	443.31
2040-41	209.04	119.78	120.97	37.74	487.53
2041-42	228.93	130.72	133.02	41.36	534.02
2042-43	250.49	143.86	145.86	45.46	585.67
2043-44	276.67	158.35	160.44	50.18	645.64

Table 8-8: Projected Annual Toll Revenue Summary (Rs. in crores) under Pessimistic Scenario

Year	TP1	TP2	TP3	TP4	Total
2023-24	36.13	20.59	20.51	6.24	83.48
2024-25	39.20	22.39	22.17	6.79	90.54
2025-26	44.35	25.28	25.19	7.70	102.52
2026-27	49.30	27.93	27.90	8.44	113.57
2027-28	54.01	30.79	30.45	9.34	124.60
2028-29	59.66	33.66	33.64	10.35	137.31
2029-30	65.12	37.15	37.00	11.44	150.72
2030-31	71.76	40.87	41.11	12.40	166.14
2031-32	77.97	44.62	44.64	13.72	180.96
2032-33	85.60	48.36	48.77	14.92	197.64
2033-34	92.84	52.82	52.89	16.23	214.77
2034-35	101.32	57.11	57.73	17.83	233.98
2035-36	109.74	62.32	62.99	19.34	254.39
2036-37	118.92	67.79	67.78	20.98	275.48
2037-38	128.26	73.14	73.89	22.84	298.12
2038-39	139.23	79.03	79.78	24.62	322.66
2039-40	151.01	85.92	86.53	26.71	350.18
2040-41	163.58	93.50	93.94	29.12	380.14
2041-42	176.87	100.74	101.94	31.48	411.03
2042-43	191.08	109.41	110.31	34.13	444.94
2043-44	208.31	118.86	119.74	37.16	484.08