

CONCESSION AGREEMENT

BETWEEN

**MINISTRY OF RAILWAYS
GOVERNMENT OF INDIA**

AND

KUTCH RAILWAY COMPANY LIMITED

FOR

**GANDHIDHAM - PALANPUR
GAUGE CONVERSION PROJECT**

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WHEREAS

WHEREAS,

- A. Ministry of Railways (MoR), Government of India have launched National Rail Vikas Yojana for speedy development of Rail infrastructure which includes de-bottlenecking of Golden Quadrilateral, providing port connectivity and development of corridors to hinterland;
- B. National Rail Vikas Yojana being largely a non-budgetary initiative envisages public-private partnership model of financing and implementation of certain railway infrastructure;
- C. Ministry of Railways has set up Rail Vikas Nigam Limited (RVNL) for implementing National Rail Vikas Yojana. A Memorandum of Understanding has been signed on 16th October 2003 between Ministry of Railways and RVNL for creating project specific Special Purpose Vehicle.
- D. Gauge conversion of Gandhidham-Palanpur is a sanctioned on going project of Railways and is an identified project to be undertaken under this Yojana;
- E. Ministry of Railways has already commenced construction work on this project;
- F. Ministry of Railways, Government of Gujarat (GoG), Kandla Port Trust (KPT) and Gujarat Adani Port Limited (GAPL) have signed an MOU on 3.1.2004 for implementing Gandhidham-Palanpur Gauge Conversion Project through a Special Purpose Vehicle.
- G. RVNL, GoG, KPT, GAPL have signed the Shareholders Agreement for Kutch Railway Company ("KRC") on 22nd April 2004 in order to take over the responsibility for implementation of the Project which shall include raising the necessary finances for the Project, completion of Civil Works and Gauge Conversion, installation of equipment and facilities for the Project, testing and commissioning and subsequent operations and maintenance of the railway line for a period as specified in the Concession Agreement.



- H. In pursuance of the aforesaid understandings, the parties have agreed to enter into this Concession Agreement for setting up a suitable framework, under which KRC can undertake all the activities connected with the development, financing, design, construction, operation and maintenance of the Project;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. **PRELIMINARY**

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Additional Facilities" means the facilities which KRC may provide or procure for the benefit of the users of the Project Railway and which are in addition to the facilities planned in the project estimate prepared by Western Railway and sanctioned by the Railway Board, and includes additional stations and freight handling facilities.

"Affected Party" shall have the meaning set out in Article 10.1.

"Agreement" means this Agreement, and any amendments thereto made in accordance with the provisions contained in this Agreement.

"Applicable Law" means all laws, promulgated or brought into force and effect by the Government of India or the Government of Gujarat or the concerned municipal/local government including regulations and rules made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record or tribunal, as may be in force and effect during the subsistence of this Agreement.

"Applicable Permits" means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement, Construction, Operations and Maintenance of the Project Railway during the subsistence of this Agreement.

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"Appointed Date" means the date of signing this Agreement.

"Bank" means any scheduled commercial bank in India.

"Book Value" means the value of the New Assets and Additional Facilities created by the Concessionaire, net of depreciation charged on the basis of the straight line method, and amortised equally over a period of Operations Period, commencing from COD.

"Broad Gauge Track" means a railway track with a gauge of 1676 mm.

"Change in Law" means the occurrence or coming into force of any of the following, at any time after the Appointed Date.

- a. enactment of any new Indian law;
- b. repeal, modification or re-enactment of any existing Indian law;
- c. commencement of any Indian law which has not come into effect until the date of this Agreement;
- d. a change in the interpretation or application of any Indian law by a competent court or tribunal.

"Commercial Operations Date" or **"COD"** means the date on which the Safety Certificate has been issued for freight operations by Chief Engineer, WR

"Commercial Exploitation" means the right of the Concessionaire to put the Project Assets to commercial use, as permitted under Applicable Laws and rules framed by MoR, which shall, however, specifically exclude the right of KRC to lay or permit to lay optical fiber alongside the Project Railway.

"Commissioning" of the Project Railway means:

- a. In the case of commissioning of freight operations, the issue of the Safety Certificate by the Chief Engineer of WR; and
- b. In the case of commissioning for public carriage of passengers, the issue of the Safety Certificate by the Commissioner of Railway Safety, Mumbai.



"Company" means KRC.

"Concession" means the authorisation granted by the Concessioneing Authority to the Concessionaire to develop, finance, design, engineer, procure, construct and operate & maintain the Project Railway and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set out in this Agreement during the Concession Period.

"Concession Period" shall have the meaning ascribed thereto in Article 4.6.1 of this Agreement.

"Construction" means and includes all activities required for Commissioning the Project Railway.

"Construction Period" means the period beginning from the Appointed Date and ending on Commissioning

"DRV" means depreciated replacement value of New Assets and Additional Facilities and is the aggregate cost of replacing each asset on Termination Date minus aggregate depreciation on straight line method, where depreciation on straight line method for each asset means the number of years the asset has been in use divided by the codal life of the asset multiplied by the cost of replacement of asset on Termination Date. The asset life shall be computed as per the provisions in the codes and manuals of the MoR. Where the life of an asset is not mentioned in the MoR codes/manuals, it shall be decided mutually between MoR and the Company. The cost of replacement of each asset shall be determined by the then prevailing accepted rate for the relevant assets of MoR.

"Existing Assets" means and includes the land, station buildings, MG formation, bridges, and all other assets which already existed in the Project Area as part of the earlier railway network upto 26.4.2002 and which shall be used for Gauge Conversion but excludes the assets and materials such as MG rails, sleepers, fastenings, signaling gears and electrical equipment, and other non-operational assets like staff colonies, welfare structures and non-operational land/buildings which are not required for Gauge Conversion.

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"Expiry" means natural cessation of the Concession which shall be 32 years from the Appointed Date or such extended period as provided under this Agreement.

"Expiry Date" means the date on which Expiry occurs.

"Financial Year" means the period commencing on 1st April of a calendar year, and ending on the 31st March of the immediately following calendar year.

"Financing Documents" mean collectively the documents evidencing Lenders' commitment to finance the Project.

"Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence as specified in Article 10.

"Gauge Conversion" means the conversion of the existing meter gauge track between Gandhidham and Palanpur to Broad Gauge Track.

"GoI" means the Government of India.

"GoG" means the Government of Gujarat.

"Government Railway" means a railway owned by GoI as defined in Section 2 (20) of the Railways Act 1989.

"Governmental Authority" means GoI, GoG, any municipal or local government, or any other department or authority under the control of GoI/GoG having jurisdiction over all or any part of the Project Railway or the performance of all or any of the services or obligations of KRC under or pursuant to this Agreement, and having the authority and jurisdiction to frame laws including rules or regulations relating to the Project.

"Insurance Proceeds" means the proceeds of the insurance policies taken by the Concessionaire in terms of Article 10.3.

"Lenders" means the financial institutions, banks, holders of bond / debenture issued by KRC, any other lender including corporate bodies or any strategic and /or non-strategic debt investor and includes their respective successors and assigns, and all other lenders who provide

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finance to KRC for the Project.

"Maintenance" means all activities associated with standard maintenance procedures on a line similar to the Project Railway as prevalent in the Indian Railways for all aspects concerned with train movement, including but not limited to maintenance practices for track and structures, depots, rolling stock, motive power, signaling and telecommunication, electrical equipment, etc and any emergency or out-of-course repair or restoration activity and necessary periodic and other inspections regarding maintenance and safety procedures.

"Material Adverse Effect" means the effect or consequence of any event or circumstance which will have material and adverse effect on the ability of either Party to perform any of its obligations or exercise any of its rights under this Agreement or Project Related Agreements, (including by preventing or hindering or delaying such performance).

"MoR" shall mean the Ministry of Railways of the Government of India

"National Emergency" shall include an emergency declared by the President of India under Article 352 and 360 of the Constitution of India or direction by the GoI affecting the normal movement of traffic in case of declared or undeclared war, military exercise, drought, epidemic, earthquakes, cyclone and any other disaster.

"New Assets" means the new assets required to be created by the Company in the Project Area, as described in Schedule 2 of this Agreement.

"Normal Transfer" means the handing over of the Project Assets by KRC to MoR upon the Expiry Date, in accordance with the provisions of this Agreement.

"Operations" means all activities associated with the operations of the Project Railway consistent with the relevant/applicable codes and procedures of MoR with regard to train movement, loading / unloading, storage and security of freight consignments.

"Operations Period" means the period commencing from COD and ending at Expiry/Termination.



"O&M Agreement" means the agreement to be entered into by KRC with Western Railway.

"Operator" means Western Railway, entrusted with Operations and Maintenance of the Project Railway by KRC under O&M Agreement.

"Project" means Gauge Conversion and all activities relating to development, financing, Construction, Operations and Maintenance of the Project Railway.

"Project Railway" means broad gauge rail link connectivity between Palanpur at Km 0 and Gandhidham at Km.300.81.

"Project Area" means the area of the right of way vested in MoR available for Gauge Conversion and includes the railway formation and land leased out to KRC.

"Project Assets" refers to Existing Assets, New Assets and other assets relating to and forming part of the Project Railway including but not limited to:

- a. such rights as are defined under this agreement over the Project Area;
- b. financial assets, such as security deposits, insurance proceeds, Applicable Permits, including authorizations relating to or in respect of the Project Railway.

"Project Related Agreements" shall refer to all agreements pertaining to the execution of the Project, and shall include

- a. this Agreement,
- b. the Shareholders' Agreement between RVNL, KPT.GoG. GACL and KRC,
- c. the lease agreement (the "Lease Agreement"), which will be a schedule to this Agreement, under which the existing assets and the land will be leased to the Company by MoR,
- d. the agreement for Construction entered into by KRC for

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Construction,

- e. the agreement for Operations and Maintenance entered into by KRC for Operations and Maintenance.

"Railway Administration" means the General Manager, Western Railway, in terms of the Railways Act, 1989.

"Safety Certificate" means the certificate of safety for the Project Railway issued by the Chief Engineer, Western Railway in respect of freight operations, and/or certificate of safety issued by Commissioner of Railway Safety, Mumbai for public carriage of passengers.

"Western Railway" or "WR" means the zonal railway under MoR headquartered at Churchgate, Mumbai.

"State Bank of India Prime Lending Rate" or "SBI PLR" means the prime lending rate per annum of the State Bank for India for loans having a tenor of one year and includes any other reference rate as may be mutually agreed to by the Parties.

"Termination" means cessation of this Agreement at any time prior to the Expiry of the Concession Period

"Termination Date" means the date on which Termination occurs.

"Transfer Payment" means the amounts payable by MoR to the Company, or vice-versa, under this Agreement upon Termination/Expiry.

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. reference to Indian law shall include the relevant laws, acts, ordinances, rules, regulations, or bye laws which have the force of law



in any State or Union Territory forming part of the Union of India;

- c. the words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender.
- d. the words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations, or other entities, whether incorporate or otherwise;
- e. the headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- f. terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Appendices and used therein shall have the meaning ascribed thereto in the Appendices;
- g. the words "include" and "including" are to be construed without limitation;
- h. any reference to any point in time shall mean a reference to that point according to Indian Standard Time;
- i. any reference to day shall mean a reference to a calendar day;
- j. any reference to month shall mean a reference to a calendar month;
- k. the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- l. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- m. references to Recitals, Articles, sub-Articles, Paragraphs, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, sub-Articles,

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Paragraphs, and Schedules of or to this Agreement

- n. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- o. any term not expressly defined in this agreement shall have the meaning specified under the Railways Act, 1989.

✓ 1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations shall be done to two decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Priority of Various Components of this Agreement

In case of ambiguities or discrepancies within this Agreement, the following rules of priority shall apply:

- a. between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over those in other Articles;
- b. between the Articles and the Schedules, the Articles shall prevail;
- c. between the dimension scaled from a drawing and its specific written dimension, the latter shall prevail;
- d. between any value written in numerals and that in words, the latter shall prevail.

2. SCOPE OF PROJECT

- 2.1 The scope of the Project shall include the performance and execution of all activities relating to the Development, Financing, Design, Construction, Operations and Maintenance of the Project Railway by KRC in accordance with the provisions of this Agreement.
- 2.2 The Parties agree that the Project Assets shall remain the property of MoR, the Project Railway being a Government Railway within the

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meaning of the Railways Act, 1989.

3. COMMISSIONING OF PROJECT

The Concessionaire shall complete Construction and ensure Commissioning of the Project within the Construction Period.

4. GRANT OF CONCESSION BY MoR TO KRC

4.1 Grant of Concession

MoR hereby grants Concession to KRC, in accordance with the provisions of this Agreement.

4.2 Rights of KRC

The Concession hereby entitles KRC, inter-alia, to the following:

- a. to exercise all the rights and authority vested in the Concessionaire under this Agreement;
- b. to have the exclusive right and authority during the Concession Period to implement the Project;
- c. the right to Commercial Exploitation;
- d. the right to develop Additional Facilities in the Project Area;
- e. the right to quote special tariff rates for freight traffic moving within the Project Railway i.e. where origin and destination both are on the Project Railway in terms of the policy instructions issued by MoR from time to time without seeking approval of Ministry of Railways in each individual case. However, any special tariff rates applicable on other than the Project Railway shall require prior approval of MoR.
- f. the right to receive from MoR its share in accordance with the rules of inter-railway apportionment of earnings, of the tariff collected from the freight traffic originating, terminating and moving on the Project Railway, including haulage charges collected from container operations, after deduction of



Operations and Maintenance costs, in accordance with the Project Related Agreements.

4.3 Obligations of KRC

Subject to this Agreement and Applicable Laws, KRC hereby undertakes to do the following:

- a. to perform and fulfill, at its costs, expenses and charges, all of its obligations under this Agreement;
- b. not to assign or create any lien or encumbrance on the Concession hereby granted, except as permitted in this Agreement without the prior approval of MoR;
- c. complete Construction of the Project Railway within the Construction Period;
- d. to keep the Project Assets in a proper working condition, including making replacement in accordance with the standards laid down by MoR, of all Project Assets whose lives have expired. Such replacement shall be carried out by KRC either by itself or through MoR, and the costs of such replacements shall be borne by KRC;
- e. make, or cause to be made, necessary applications to the relevant Governmental Authorities with such particulars and details, as may be necessary for obtaining all Applicable Permits, and obtain such Applicable Permits in conformity with the Applicable Laws and such Applicable Permits shall be kept in full force and effect during the Concession Period;
- f. remove promptly from the Project Area all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials, waste water), rubbish and other debris (including without limitation accident debris) and shall keep the Project Area in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits;
- g. procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials methods, processes



and systems used or incorporated into the Project Railway;

- h. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the various activities of the Project;
- i. not to place or create, nor permit any contractor or other person claiming through or under KRC, to create or place any encumbrance or security interest over all or any part of Project Area or the Project Assets, or on any rights of KRC under this Agreement, save and except as expressly set forth in this Agreement;
- j. indemnify MoR against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by MoR on account of anything done or to be done by KRC in connection with the performance of its obligations under this Agreement;
- k. to afford access to the Project Area to the authorised representatives of MoR, and other Governmental Authority having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Railway and to investigate any matter within their authority and upon reasonable notice, KRC shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions with minimum disruption to the Construction, of the Project Railway consistent with the purpose for which such persons have gained such access to the Project Area;
- l. to furnish to MoR an annual report and such other reports, as required by MoR, containing all relevant information pertaining to its performance under this Agreement;
- m. to promptly inform MoR of any Material Adverse Effect in its financial condition and of any litigation threatened or initiated;
- n. KRC upon Expiry, shall hand over the Project Assets to MoR free from all encumbrances whatsoever.

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- o. Without the prior approval of the MoR not to assign the whole or any part of the Project nor transfer, lease or part possession therewith, except as permitted in this Agreement.
- p. to undertake Operations and Maintenance of the Project Railway through WR, a zonal railway of MoR in accordance with the terms of this Agreement, the Project related agreements and applicable laws and not to engage any other agency for the purpose.
- q. ensure that all contracts, arrangements, leases, licenses etc., entered into by the SPV during the Concession Period with third parties for the Commercial Exploitation shall be co-terminous with this Agreement and the SPV shall ensure that this condition shall be a condition included in all such contracts, arrangements, leases, licenses etc., that the SPV may enter into as aforesaid.
- r. the SPV shall obtain and maintain insurance policies adequate to cover, subject to reasonable deductibles, the usual risks associated with the Operations. The SPV shall furnish, upon request, copies of the insurance policies to MoR/ RVNL for its verification.

4.4 Rights of Concessioneing Authority/MoR

The Concessioneing Authority/ MoR shall be entitled to the following:

- a. The Existing Assets handed over or leased to KRC shall continue to be the property of the Concessioneing Authority and shall revert to MoR or its nominated agencies or assignees on the Termination Date or Expiry Date.
- b. The right to collect an annual lease rental from KRC in respect of all the Existing Assets, which have been handed over or leased to KRC for the Project as per the Lease Agreement between the parties as set out in Schedule 1.
- c. MoR shall be entitled to run on the Project Railway, same number of BG passenger services that were already operating on the meter gauge track in the Project Area without paying any access charges to KRC, provided, however that, any new



passenger service on the Project Railway shall be commenced only with the prior written consent of KRC. MoR shall have the right to make any alteration/additions to the Project Assets to meet the requirement of the passenger traffic without in any way adversely affecting the smooth functioning of the Project Railway at any time during the tenure of the Concession Period.

- d. The right to collect tariff from non-container traffic originating, terminating and moving on the Project Railway, and haulage charges from container operations. The due share of KRC in the freight traffic earnings shall be apportioned and paid to it as per the rules of Inter-Railway Financial Adjustment after defraying the Operations and Maintenance costs in accordance with the Project Related Agreements.
- e. Without in any way adversely affecting the movement of traffic on the Project Railway, or otherwise adversely affecting the functioning of the Project Railway, the right to connect to the Project Railway, at any point along its length, other rail lines which are constructed in accordance with the normal expansion plans of MoR.
- f. The right to modify, suspend or revoke the rights of the Concessionaire under National Emergency during the period of National Emergency, limited for the period of such National Emergency.
- g. The right to receive, retrieve, and dispose off materials such as meter gauge rails, sleepers, fastenings, signalling gears and electrical equipment, which are not required for Gauge Conversion in whatever manner it deems fit.

4.5 Obligations of Concessioneing Authority

Subject to this Agreement and Applicable Laws, Concessioneing Authority hereby undertakes to do the following:

- a. To perform and fulfill all of its obligations under this Agreement;
- b. Hand over/lease the Existing Assets in the Project Area to KRC

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for the entire Concession Period;

- c. To hand over to KRC all Applicable Permits, if any, without any conditions attached thereto, or if subject to conditions then all such conditions having been satisfied in full;
- d. To apportion and pay to KRC, its share of revenue as per the rules of Inter-Railway Financial Adjustment after defraying the operations and maintenance costs in accordance with the Project Related Agreements;
- e. To incur all the running and operating costs of passenger services as provided for in Article 4.4;
- f. To permit peaceful use of the Project Area by KRC under and in accordance with the provisions of this Agreement without any let or hindrance from Ministry of Railways or persons under it;
- g. To assist and provide all reasonable support to KRC for obtaining the Applicable Permits, if any; and
- h. To extend, under equal circumstances, to KRC all additional concessions/ benefits announced or given to other parties from time to time.
- i. To maintain and operate at its own cost the existing meter gauge line during the execution of the construction of the project till such time the block for broad gauge conversion is taken.

4.6 Period of the Concession

- 4.6.1 The Concession is hereby granted for a period of 32(thirty two) years, commencing on the Appointed Date, or such extended period as provided for in this Agreement, unless terminated earlier in accordance with the provisions of this Agreement (the "Concession Period")
- 4.6.2 Upon the expiry of 32 years as provided in Article 4.6.1 above, the Concession Period shall be extended by an equal period of time which corresponds to the period for which material disruption of Operations and Maintenance occurred during the Concession Period.



- 4.6.3 Upon Expiry/Termination, the Project Assets shall be handed over by the Concessionaire to MoR. Provided however that, if MoR opts to grant a fresh Concession in respect of the Project Railway, the Concessionaire shall, all other things being comparable, have the first right to be awarded the new Concession.

5. **TRANSFER OF ASSETS TO MoR**

- 5.1 Upon Expiry, the Project Assets shall be handed over by KRC to MoR in accordance with the provisions of Article 8.

6. **REPRESENTATIONS AND WARRANTIES**

- 6.1 Representations and Warranties of KRC;

KRC represents and warrants to MoR that:

- a. It is a company, duly organized, validly existing and in good standing under the laws of India.
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the Project Railway;
- e. This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms thereof;
- f. The execution, delivery and performance of this Agreement will not conflict with, nor result in the breach of, nor constitute a default under any of the terms of the Memorandum and Articles of Association of KRC or any Applicable Laws or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or

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affected;

- g. There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of KRC under this Agreement, or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;
- h. All the Applicable Permits have been obtained and are in full force and effect on the Appointed Date, or shall be obtained in due course from time to time and all the Applicable Permits will be maintained in full force and effect until the Termination Date.

6.2 Representations and Warranties of Concessioneing Authority:

Concessioneing Authority represents and warrants to KRC that:

- a. MoR is an integral part of the Government of India and is the ministry in charge of all activities including Construction, Operations and Maintenance of the railway lines in India;
- b. MoR has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby including the grant of Concession;
- c. MoR has taken all necessary actions to authorize the execution, delivery and performance of this Agreement;
- d. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e. This Agreement constitutes a commercial act and not a sovereign act.

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- f. There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of MoR under this Agreement

7. BREACH OF CONTRACT AND OTHER FAILURES TO PERFORM

In the event of MoR or KRC being in material default of this Agreement and such default is not cured within the cure period as provided herein, the following provisions shall apply.

7.1 KRC Event of Default

KRC shall be deemed to have committed an Event of Default if any of the following occurs, unless such event has arisen on account of Force Majeure Event or Concessioning Authority Event of Default;

- a. Unlawful repudiation of this Agreement by KRC;
- b. Appointment of a liquidator provisional or otherwise, for winding up of KRC, unless such appointment has been set-aside within 90 days;
- c. Failure to comply with the lawful directives given by Central Government having the statutory rights to issue such directives with respect to the Project Railway;
- d. Breakdown of any of the Project Related Agreements on account of KRC default, rendering this Agreement inoperable;
- e. Abandonment of the construction of the Project Railway;
- f. A breach of any of its obligation under a material provision of this agreement by KRC;
- g. Failure on the part of Concessionaire to perform its obligations under any of the Financing Documents which has led to recall of the financial assistance by the Lenders;



- h. Non- payment by KRC a material amount defined as amount equal to lease charges payable for one year.

7.2 Concessioneing Authority Event of Default

Concessioneing Authority shall be deemed to have committed an Event of Default if any of the following occurs, unless such event has arisen on account of Force Majeure Event or KRC Event of Default;

- a. Unlawful repudiation of this Agreement by MoR including expropriation of Project Assets by any Government Authority.
- b. Breakdown of any of the Project Related Agreements on account of MoR's default, rendering this agreement inoperable;
- c. Failure to pay KRC the payment of its share of revenue, for the haulage of freight on the Project Railway within a period of 20 days;
- d. A material breach of any of its obligations under the provisions of this Agreement by MoR.

7.3 Consequences of Default

In the Event of Default by either Party (hereinafter referred to as an "Event of Default"), the following provisions shall apply.

7.3.1 Notice of Default

Upon an Event of Default having occurred, the non-defaulting Party shall issue a notice ("Notice of Default") to the Party that has committed the default, specifying the following:

- a. The nature of the Event of Default;
- b. If applicable, the specific provisions of this Agreement which have been materially breached, or in respect of which defaults have occurred;

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- c. Specifying a date by which the defaulting Party can effect a cure of the Event of Default, provided that such cure period shall not be more than sixty days from the date of Notice of Default.

7.3.2 If the defaulting Party is able, within the cure period specified in the Notice of Default, to cure the Event of Default to the satisfaction of the non-defaulting Party, the Notice of Default shall stand revoked without prejudice to the rights of the non-defaulting Party to issue similar notice for any subsequent breach or any other breach by the defaulting Party. The defaulting Party shall continue to perform its obligations under this Agreement as if Notice of Default was not issued.

7.3.3 Notice of Intent to Terminate

If the defaulting Party is not able to cure the Event of Default in accordance with Article 7.3.2 above, the non-defaulting Party may initiate proceedings to terminate this Agreement by delivering a notice to the defaulting Party ("Notice of Intent to Terminate").

7.3.4 Notice of Intent to Terminate shall specify in reasonable detail, the acts and omissions of the defaulting Party, and the specific provisions of this Agreement, which have been breached.

7.3.5 Remedy Period

- a. Following the service of the Notice of Intent to Terminate, the Defaulting Party shall have a period of 60 days ("Remedy Period") to cure the Event of Default pursuant to which the Notice of Intent to Terminate was issued;
- b. During the Remedy Period, the Defaulting Party may continue to undertake efforts to cure the default, and the Non Defaulting Party shall not, by any act or omission, impede or otherwise interfere with the Defaulting Party's endeavours to remedy the Event of Default;
- c. During the Remedy Period, both the parties shall, save as otherwise provided herein, continue to perform their respective obligations under this Agreement.



7.3.6 Withdrawal of Notice of Intent to Terminate

If, prior to the expiry of the Remedy period, the defaulting party rectifies or remedies the underlying default to the satisfaction of the non-defaulting party, the non-defaulting party shall withdraw the Notice of Intent to Terminate.

7.3.7 Termination Notice

Upon the expiry of the Remedy Period, unless

- a. the parties have otherwise agreed in writing ;or,
- b. the Event of Default giving rise to the Notice of Intent to Terminate has ceased to exist; or
- c. the Notice of Intent to Terminate has been withdrawn in accordance with the provisions of Article 7.3.6.,

the non defaulting Party may terminate this Agreement by giving a written notice of 30 days ("Termination Notice") to the defaulting Party.

7.4 Lenders' Step in Rights

Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that (i) upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents) or (ii) upon a Termination Notice being issued by MoR, the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to MoR the substitution of the Concessionaire by another suitable Concessionaire ("Proposed Concessionaire"). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Concessionaire and the terms and conditions of the substitution.

8. TRANSFER PAYMENT AND OTHER FORMALITIES

8.1 Transfer Payment on Normal Transfer



Upon Normal Transfer, KRC shall be entitled to receive and MoR shall pay to KRC an amount equal to Book Value. The Existing Assets leased to KRC by MoR shall revert back to MoR without any financial consideration.

8.2 Transfer Payment on Termination on Account of Concessioneing Authority's Event of Default

Upon Termination on account of Concessioneing Authority's Event of Default, KRC shall be entitled to receive and MoR shall pay the following as Transfer Payment:

- a. 130% of DRV if the default occurs within 15 years of COD.
- b. 120% of DRV if the default occurs after 15 years but within 25 years of COD.
- c. 110% of DRV if the default occurs after 25 years of COD.

8.3 Transfer Payment on Termination on Account of Concessionaire's Event of Default

Upon Termination on account of Concessionaire's Event of Default, KRC shall be entitled to receive and MoR shall pay 50% of Book Value as Transfer Payment.

8.4 Upon Expiry/Termination, MoR shall take over the Project Assets unencumbered.

8.5 Transfer Payments shall be made within a period of 120 days of submission from Expiry/Termination. Failure to make the payment in time shall attract interest at the rate of the SBI PLR prevailing at the time for each day of delay.

9.0 TRANSFER FEES AND CHARGES

Transfer fees and charges, if applicable, and other incidental expenses incurred at the time of Termination or Normal Transfer shall be borne by the MoR and KRC in the following proportion:



Concession Agreement between MoR and KRC

Head of Charge	Onus
1. Transfer fees or stamp duties, recording costs, notarial fees	Party in default or on expiry of this agreement by MoR
2. Fees to third party experts for any required inspections or certifications, if applicable	Shared by both
3. Fees to appraising team, if applicable	Shared by both
4. Internal costs and expenses of each party (management time, cost of surveys, inventories, inspections, etc)	To be borne by each Party respectively.

9.1 Upon Expiry/Termination MoR shall take over the Project Assets of KRC free of all encumbrances. In the event of KRC's failure to ensure that the Project Assets are free of encumbrance, MoR shall take over the Project Assets, but not the liabilities which shall continue to be the responsibility of KRC.

9.2 In the event of Normal Transfer or Termination of this Agreement, MoR shall not be liable for any liability and /or damages to KRC or to any other third party except in accordance with the provisions of this Agreement.

10. FORCE MAJEURE

10.1 Force Majeure" shall mean any event or circumstance or combination of events or circumstances that has a Material Adverse Effect on either Party (the "Affected Party") but only if and to the extent that such events and circumstances in all probability are not within the Affected Party's reasonable control.

The Following circumstances and events shall constitute an event or circumstance of Force Majeure to the extent that they or their consequences satisfy the above requirements:

- a. the effect of natural elements or other acts of God, including but not limited to any storm, flood, drought, lightening, earthquake, cyclone or other natural disaster;

- b. fire, accident, breakage of facilities or equipment, structural collapse or explosion which the Party claiming to have been subject to Force Majeure demonstrates to have been attributable to a cause other than
 - i. inherent defects of any equipment, or
 - ii. circumstances within the reasonable control of the Affected Party or its contractors;
- c. epidemic or quarantine
- d. acts of war (whether declared or undeclared), sabotage, terrorism or acts of public enemy (including the acts of independent units or individuals engaged in activities of foreign program of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbances, revolution, rebellion or insurrection, exercise of military or usurped power or any attempt at usurpation of power;
- e. radioactive contamination or ionization radiation
- f. events of strikes, work to rule actions, go-slows or similar labour related problems caused in whole or in part by agitation or unrest except where such events which are site specific or attributable to the Party claiming relief.
- g. Any Change in Law.

10.2 Duty to Report

- 10.2.1 A Party claiming to be affected by an event of Force Majeure shall notify the other Party in writing of the occurrence of the event of Force Majeure as soon as reasonably practicable, and in any event, within 15(Fifteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the event of Force Majeure is likely to have on the performance of its obligations under this Agreement.



10.2.2 Any notice pursuant to this Article 10.2.1 shall include full particulars of:

- a. the nature and extent of the event of Force Majeure which is the subject of any claim for relief under this Article 11 with evidence in support thereof;
- b. the estimated duration and the effect or probable effect which such event of Force Majeure is having or will have on the Affected Party's performance of its obligations under this Agreement; and
- c. the measures which the Affected Party is taking or proposes to take, to alleviate the impact of such event Force Majeure ; and
- d. any other information the Affected Party wishes to present in support of its claim.

10.2.3 For so long as the Affected Party continues to claim to be affected by such event of Force Majeure, it shall continue to provide to the other Party written reports on every alternate day, containing information as required by this Article 11 and such other information as the other Party may reasonably request the Affected Party to provide.

10.2.4 Any party claiming to have been affected by an event of Force Majeure shall not be entitled to any relief unless it has complied with all the provisions of Articles 10.2.1, 10.2.2, and 10.2.3 above.

10.3 Excuse from Performance of Obligations

An Affected Party who is rendered wholly or partially unable to perform its obligations under this Agreement shall be excused from performance of such of its obligations as are directly and materially adversely affected by the event of Force Majeure, provided however that:

- a. an obligation to make any payment or meet any financial obligation shall not be excused on account of an event of Force Majeure, and

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- b. the maximum period for which relief can be claimed by an Affected Party in respect of an event of Force Majeure shall not exceed one hundred and twenty (120) days, and
- c. the suspension of performance of its obligations by the Affected Party shall be of no greater scope and of no longer duration than is reasonably necessitated by the event of Force Majeure, and
- d. the Affected Party shall continue to make all reasonable efforts to mitigate or limit the damage to the other Party arising out of or as a result of the existence or occurrence of such event of Force Majeure and to cure the same with due diligence; and
- e. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
- f. any Insurance Proceeds shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure event unless otherwise required by the Lenders.

10.4 No Liability for Other Losses, Damages, etc.

Save and except as expressly provided in this Article 10, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of the occurrence or existence of any event of Force Majeure or the exercise by it of any right pursuant to this Article 10.

11. SETTLEMENT OF DISPUTES THROUGH GOOD FAITH NEGOTIATIONS AND CONCILIATION

11.1 Good Faith Negotiation

The Parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its performance, existence, validity, termination and the rights and liabilities of the



Parties to this Agreement (a "Dispute") through good faith negotiations.

11.2 For the purpose of conducting good faith negotiations, each Party shall, within one month of the Appointed Date, designate in writing to the other Party a representative who shall be authorised to negotiate on its behalf with a view to resolving any Dispute (the "Representative"). Each such Representative shall remain so authorised until his replacement has been designated in writing to the other Party by the Party he represents.

11.3 Unless otherwise provided for in this Agreement, the following provisions shall apply to the resolution of any Dispute:

- a. The Dispute shall not be referred to Arbitration under Article 12, unless and until the provisions of this Article have been complied with.
- b. The Representative of the Party which considers that a Dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the Dispute (a "Dispute Notice").
- c. Within thirty days, or such longer period as may be mutually agreed ("Negotiation Period"), of the Dispute Notice having been delivered to the other Party, the Representatives of both Parties shall meet in person at the registered office of the Company or at any other designated place to attempt in good faith, and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the Parties (the "Settlement").
- d. If a Settlement is not reached within thirty (30) days after the Negotiation Period, such Dispute shall be referred for Conciliation to one conciliator in accordance with the provisions of Arbitration and Conciliation Act, 1996.

12. ARBITRATION

- 12.1** If good faith negotiation and conciliation under Article 11 has not been able to resolve a Dispute, such Dispute shall be referred to and be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder.
- 12.2** The place of arbitration shall be New Delhi, India.
- 12.3** Each Party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree to and appoint the third arbitrator. The arbitral agency so constituted, shall be the "Arbitral Tribunal". The provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time and the rules, if any made there under shall apply to such arbitration proceedings.
- 12.4** The language of the arbitration shall be English.
- 12.5** Any decision or award of the Arbitral Tribunal appointed pursuant to this Article 12 shall, subject to correction/recourse provided for under the Arbitration and Conciliation Act, 1996 be final and binding upon the Parties. The Arbitral Tribunal shall give a speaking award.

13. NOTICES

13.1 Notice Requirements

All notices under this Agreement shall be in writing and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address indicated below (or such other address as any Party may notify in writing to all the other Parties in accordance with the provisions of this Article 13):

- a. If to KRC at:
C-2/10, Safdarjung Development Area,
Aurbindo Marg, New Delhi 110 016
Attn: Managing Director, Kutch Railway Company Limited

- b. If to Concessioneing Authority at:
Ministry of Railways
152 C, Rail Bhawan
New Delhi - 110 001
Fax: (91 - 11) (23389101)
Attn: Executive Director (Perspective Planning)
Railway Board

13.2 Delivery

Any notice, document or communication:

- a. given by hand against acknowledgement is deemed to be received at commencement of the business day next following delivery to the address of the receiving Party set out in Article 13.1;
- b. sent by fax is deemed to be received at the commencement of the business day next following receipt by the sending Party of an electronic confirmation of transmission of the notice to that addressee, which transmission is to be confirmed by a courier transmission date marked the same day as the fax transmission it is confirming.

14. MISCELLANEOUS PROVISIONS

14.1 Partial Validity

If a provision is void, unenforceable or illegal, but shall be valid if some part of the provision were deleted, the provision in question shall apply with such minimum modification as may be necessary to make it valid.

14.2 Further Assurances

Each Party shall do all things required to give effect to its rights and obligations under this Agreement including executing all deeds and documents, convening all meetings, giving all waivers and consents, passing resolutions and otherwise exercising all powers and rights available to it.



14.3 Waiver

14.3.1 Failure by either Party to invoke the provisions of this Agreement in the event of any default by other Party in the observance and performance of its obligations under this Agreement

- a. shall not operate or be construed as a waiver of any such default, or any other or subsequent default, and
- b. shall not affect the validity or enforceability of this Agreement in any manner.

14.3.2 Failure by any Party to insist on upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder, and time or other indulgence granted by a Party to the other Party shall not be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

14.4 Counterparts

This Agreement may be executed in two counterparts, both of which taken together shall constitute one and the same Agreement, and any Party may enter into this Agreement by executing a counterpart.

14.5 Whole Agreement

This Agreement contains the whole agreement between the Parties relating to the Project, and supersede all previous agreements and understandings between the Parties in so far as these relate to the subject matters hereof.

14.6 No Reliance

Each Party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) and waives all rights and remedies which, but for this Article, may otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance (except those set out in this Agreement), provided that nothing



in this Article limits or excludes any liability for fraud and/or misrepresentation or concealment of facts.

14.7 Compliance with Applicable Laws

Each Party shall comply with all Applicable Laws, rules and regulations applicable to the Project in the performance of its obligations under this Agreement.

14.8 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the Laws of India.

14.9 Language

The language of this Agreement shall be English. All documents, Notices, waivers and all other communications, written or otherwise between the Parties in connection with this Agreement shall be in English.

14.10 Amendments

No amendment or modification of the terms of this Agreement shall be binding on any Party unless reduced in writing and signed by both Parties.

14.11 Deputation of Employees

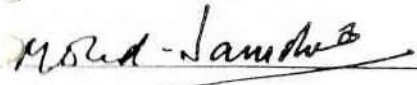
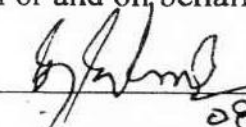
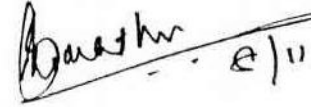

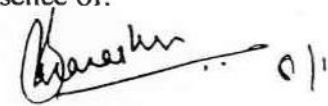

The Parties agree that KRC is entitled to procure at its own cost and on deputation basis, the services of any employee of MoR or its any of its field formations or any Public Sector Undertaking under the control of MoR in the best interest of the KRC.

14.12 Renewal

This Agreement may be extended beyond the Concession Period of 32 (thirty two) years in accordance with the provisions of Article 4.6.3.



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND
DELIVERED THIS AGREEMENT ON THE DATE FIRST ABOVE
WRITTEN.

<p>SIGNED, AND DELIVERED For and on behalf of President of India by</p> <p> (Signature)</p> <p>Shri M. Jamshed Executive Director/Perspective Planning Ministry of Railways</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of KRC by :</p> <p> (Signature) 08/11/2005</p> <p>Shri Yogendra Sharma Managing Director Kutch Railway Company Limited</p>
<p>In the presence of:</p> <p>1.  01/11</p> <p>2.  01/11/05</p>	<p>In the presence of:</p> <p>1.  01/11</p> <p>2.  01/11/05</p>

LEASE AGREEMENT

This Lease Deed is made at New Delhi on this the 8th day of November 2005

BETWEEN

THE PRESIDENT OF INDIA, acting through the Executive Director (Perspective Planning) of the Ministry of Railways, Government of India, Rail Bhawan, New Delhi (hereinafter referred to as "the Lessor" as the case may be, which expression shall unless repugnant to the context and meaning thereof, include its successors in office, representatives and permitted assigns), of the FIRST PART

AND

KUTCH RAILWAY COMPANY LIMITED, a company incorporated under provisions of the Companies Act, 1956, having its registered office at C-2/10, Safdarjung Development Area, Aurbindo Marg, New Delhi 110 016 India (hereinafter referred to as "**KRC**" or "**the Company**" which expression shall, unless repugnant to or inconsistent with the context, mean and include the successors and permitted assigns).

Each being referred to as a "Party" and jointly as the "Parties"

WHEREAS

- A. Ministry of Railways (MoR), Government of India have launched National Rail Vikas Yojana for speedy development of Rail infrastructure which includes de-bottlenecking of Golden Quadrilateral, providing port connectivity and development of corridors to hinterland;
- B. National Rail Vikas Yojana being largely a non-budgetary initiative envisages public-private partnership model of financing and implementation of certain railway infrastructure;
- C. Ministry of Railways has set up Rail Vikas Nigam Limited (RVNL) for implementing National Rail Vikas Yojana. A Memorandum of Understanding has been signed on 16th October



Concession Agreement between MoR and KRC
2003 between Ministry of Railways and RV NL for creating
project specific Special Purpose Vehicle.

- D. Gauge conversion of Gandhidham-Palanpur is a sanctioned on going project of Railways and is an identified project to be undertaken under this Yojana;
- E. Ministry of Railways has already commenced construction work on this project;
- F. Ministry of Railways, Government of Gujarat (GoG), Kandla Port Trust (KPT) and Gujarat Adani Port Limited (GAPL) have signed an MOU on 3.1.2004 for implementing Gandhidham-Palanpur Gauge Conversion Project through a Special Purpose Vehicle.
- G. RVNL, GoG, KPT, GAPL have signed the Shareholders Agreement for Kutch Railway Company ("KRC") on 22nd April 2004 in order to take over the responsibility for implementation of the Project which shall include raising the necessary finances for the Project, completion of Civil Works and Gauge Conversion, installation of equipment and facilities for the Project, testing and commissioning and subsequent operations and maintenance of the railway line for a period as specified in the Concession Agreement.
- H. In pursuance of the aforesaid understandings, the parties have agreed to enter into this Concession Agreement for setting up a suitable framework, under which KRC can undertake all the activities connected with the development, financing, design, construction, operation and maintenance of the Project;
- I. In pursuance of the aforesaid understandings, the parties have entered into a Concession Agreement for setting up a suitable framework, under which KRC can undertake all the activities connected with the implementation of the Project.
- J. To enable the Lessee to construct, operate and manage the Project Railway, the Lessor has agreed to lease all the Existing Assets (as defined in the Concession Agreement) and any land to

be newly acquired for the Project to the Lessee for the duration of the Concession.

- K. The Lessee agrees to acquire the Existing Assets on lease from the Lessor under this Agreement (hereinafter, the "Deed")

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

All terms and words used in this Deed, which have not been defined herein, shall have the meanings ascribed to them in the Concession Agreement.

2. LEASED ASSETS

2.1 In consideration of the premises aforesaid, and of the rent reserved and of the covenants and agreements on the part of the Lessee to be observed and performed, the Lessor does hereby lease unto the Lessee all the Existing Assets and the land to be newly acquired (hereinafter, referred to as the "Leased Assets") together with all rights, easements and appurtenances thereto, to have and to hold, for the duration of the Concession Period.

2.2 The Lessor is the rightful owner of all the Leased Assets and the land to be newly acquired, including the land on which the Project Railway shall be constructed.

2.3 Lessor hereby warrants that the Leased Assets are free of all encumbrances.

3. TERM OF LEASE

The term of the Lease shall be co-terminus with the Concession Period, unless extended for a further period by the mutual agreement of the Parties.



4. LEASE RENT

- 4.1 The Lessee shall pay to the Lessor, an annual lease rental in respect of the Leased Assets. This lease rental shall be payable in advance in one single installment payable in first week of January.
- 4.2 The annual lease rental shall be Rs. 1000/- (Rupees One Thousand only) per annum.

5. USE OF LEASED ASSETS

The Lessee shall utilize the Leased Assets only for the purpose of the Project Railway, and for no other purpose whatsoever. Provided however that the Lessee shall be, subject to the provisions of Article 6, at liberty to put the Leased Assets to Commercial Exploitation.

6. The Lessee shall not assign, transfer, mortgage, charge, sublet or create lien on any leased assets or part thereof without the prior written permission of the Lessor.

7. DEVELOPMENT OF LEASED ASSETS

Subject to the terms of this Deed and the Concession Agreement, the Lessee shall be at liberty to deal with the Leased Assets and any other structures standing thereon or to be constructed hereafter, and shall carry out any modifications thereto as it deems necessary for the Project Railway, and shall keep the works and structures on the Leased Assets or any portion thereof in good working condition.

8. ENJOYMENT OF LEASED ASSETS

The Lessor does hereby covenant with the Lessee, that upon the Lessee paying the lease rent hereby reserved, and upon the Lessee performing the covenants herein and in the Concession Agreement contained, on the part of the Lessee to be observed and performed, the Lessee shall peaceably and quietly enjoy the Leased Assets for the said term hereby granted and its extension as herein provided, without any let, interruption or disturbance from or by the Lessor or any other person or persons lawfully claiming by, or under the Lessor.



9. PAYMENT OF TAXES, DUTIES ETC.

- 9.1** The Lessee shall pay all taxes and other charges, dues, assessments and other outgoings levied by any Governmental Authority and payable in respect of the Leased Assets or that to be constructed thereon or in respect of the materials stored thereon.
- 9.2** The Lessee shall fully indemnify the Lessor in respect of all liabilities in this regard, except where such liabilities arise on account of any work undertaken by MoR or any of its agencies.

10. COMPLIANCE OF LAWS

The Lessee shall not do or permit to be done on the Leased Assets, any act which may be contrary to any Applicable Law.

11. INSURANCE

The Lessee shall be at the liberty to insure, in accordance with the terms of this Deed and the Concession Agreement, the Leased Assets and the facilities and infrastructure to be provided thereon, for such sum and against such risks as the Lessee considers reasonable and necessary, and with the name of the Lessee as the loss payee.

12. Termination And Renewal

- 12.1** This Lease may be terminated in case of termination/expiry of the Concession Agreement. The period of the Lease shall be co-terminus with the Concession Period.
- 12.2** If the Concession Agreement is extended/renewed beyond Concession Period, the Lease Agreement shall also be extended/renewed at terms to be mutually decided by the parties.

13. DISPUTES

If any dispute or difference of any kind whatsoever (a "Dispute") shall arise between the Parties, the dispute resolution mechanism in the Concession Agreement shall apply.

14. PAYMENT OF STAMP DUTY

All costs, charges and expenses incidental to the execution of this Deed, including the stamp duty and registration charges thereof, shall be borne and paid by the Lessee

15. NOTICE

Any notice or other communication to be given hereunder shall be in writing and shall be sufficiently given if delivered by registered mail or hand-delivered against written receipt, or if transmitted and clearly received by facsimile transmission addressed as follows:

a) In case of Lessor

Executive Director (Perspective Planning)
Railway Board
Ministry of Railways
152 C, Rail Bhawan
New Delhi – 110 001
Fax: (91 - 11) (23389101)

b) In case of Lessee

Managing Director
KRC
C-2/10, Safdarjung Development Area,
Aurbindo Marg, New Delhi 110 016

16. GOVERNING LAWS

This Deed shall be construed and interpreted in accordance with and governed by the Laws of India.



17. LANGUAGE


The language of this Deed shall be English. All documents, Notices, waivers and all other communications, written or otherwise between the Parties in connection with this Deed shall be in English.

18. AMENDMENTS

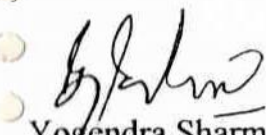
No amendment or modification of the terms of this Deed shall be binding on any Party unless reduced in writing and signed by both Parties.

IN WITNESS HEREOF this Agreement has been executed by the duly authorised representatives of the Parties hereto on the day and year first mentioned above.

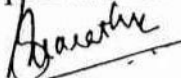

For and Behalf of
the Lessor
President of India by


M. Jamshed
Executive Director/Perspective Planning
Ministry of Railways

For and Behalf of
the Lessee


Yogendra Sharma 08/11/2005
Managing Director
Kutch Railway Company Limited

In the presence of :

1.  M.S. Ananthan
2.  Sanyukta Sharma

SCHEDULE-II

(to be enclosed with Concession Agreement)

List of existing assets between Palanpur and Gandhidham

Fund	Existing land for MG line.		
	Class	Existing	Proposed
No. of stations, class wise	"B"	21	33
	"D"	14	02
Station buildings, platforms, any other operational assets, such as cover over shed, water huts, running rooms, crew booking offices, stalls on the platforms etc.	List attached		
No. of bridges, type wise	Minor : 252 bridges, Major 11 Bridges		
No. of level crossings, class wise	Manned :	74	Traffic : 30
	Unmanned :	160	Engg : 35
	Closed :	09	Closed 09
	Total :	243	Total : 74
	Spl :	09	Interlocked : 32
	"B" :	08	Non-Intld. : 42
	"C" :	217	Total : 74
	Closed :	09	
	Total :	243	
Officers Rest Houses, etc.	Nil		
Canal crossings etc.	One		
Any other assets, which WR may like to mention	Nil		

List of New assets to be created for KRC

Extra land acquired	7.60 Hectors
Formation – type, width etc.	Embankment & cutting as per P.way manual for BG Std..
Drains & earth retaining walls etc. location wise	All major cuttings have been provided with drains as per P.way manual. Retaining wall Nil.
Track	
Ballast – type & cushion on main & loop lines	300 mm cushion on Main line and 250 mm cushion on Loop lines.
Rails – Weight, LWR/SWR, first hand/Second hand etc.	52 Kg, LWR new rails on Main line and second hand rails 52 Kg on loop lines.
Fittings – Type of ERC, Rubber pads, metal/GFN liners etc.	ERC 3701, GRP 3711 and Liners 3741, 3742, 3707 and 3708.
Sleepers – type, density etc on main & loop lines	1540 Nos. PRC sleepers per Km (305 Kms)(M+7) on main line and 1310 Nos. PRC sleepers per Km (80.48 Kms) (M+4) on loop lines
v) Points & crossings – types etc.	1 in 12 (319) , 1 in 8 ½ (52), Trap points (36) and symm. Splits 1 in 8 ½ (10) on PRC sleeper layouts.
c) S&T	
i) Cables	List attached
ii) Panel Interlocking	List attached
ii) Relay rooms, battery rooms, DG sets etc.	List attached
f) Electrical	
i) Sub stations	List attached.

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WESTERN RAILWAY

Dy. CSTE(C)'s Office
Ahmedabad

SD/W/216/103

6th October, 2005

CCG

Draft Concession Agreement of KRC.

Ref : 1) CE(C) North/CCG's Note No.WNC 121/6/5/2(Gen. Corresp.
Vol. I) Dt. 29.09.2005.

2) KRCL's Letter No. KRC/Con Agt/2005 dt. 23.09.2005.

In connection with the above referred subject, information pertaining to S&T construction is as under:

SCHEDULE - II

Para - 2 : List of New Assets to be created for KRC

S&T

Cables:

The requirement of different types of cables for commissioning panel interlocking at stations of GIM-PNU section is as under.

Sr.No.	Description of materials	Total quantity
1	24Core x 1.5 sq. mm.	162 Kms.
2	12Core x 1.5 sq. mm.	810 Kms.
3	6 Core x 1.5 sq. mm.	73 Kms.
4	2 Core x 4 sq. mm.	224 Kms.
5	2 Core x 25 sq. mm.	94 Kms.
6	6 Quad cable	350 Kms
7	OFC cable	70 Kms.

Panel Interlocking:

Panel Interlocking shall be introduced at following stations:

Sr. No	Stations	Remarks
1	Palanpur	Alteration work in existing Route Relay Interlocking
2	Chandisar	New Panel Interlocking
3	Disa	New Panel Interlocking
4	Lowwad	New Panel Interlocking
5	Bhildi Jn.	New Panel Interlocking

6	Jasali	New Panel Interlocking
7	Dhanakwada	New Panel Interlocking
8	Diyodar	New Panel Interlocking
9	Mitha	New Panel Interlocking
10	Bhabar	New Panel Interlocking
11	Devgam	New Panel Interlocking
12	Radhanpur	New Panel Interlocking
13	Piplee	New Panel Interlocking
14	Varahi	New Panel Interlocking
15	Vaghpura	New Panel Interlocking
16	Chansara	New Panel Interlocking
17	Santalpur	New Panel Interlocking
18	Garmadi	New Panel Interlocking
19	Piparala	New Panel Interlocking
20	Lakhpur	New Panel Interlocking
21	Adisar	New Panel Interlocking
22	Bhutaliya Bhimasar	New Panel Interlocking
23	Padampur	New Panel Interlocking
24	Kidiyanagar	New Panel Interlocking
25	Chitrod	New Panel Interlocking
26	Shivalakha	New Panel Interlocking
27	Lakadia	New Panel Interlocking
28	Samakhiali	Alteration work in existing Panel Interlocking
29	Vondh	Alteration work in existing Panel Interlocking
30	Bhachau	Alteration work in existing Panel Interlocking
31	Chirai	Alteration work in existing Panel Interlocking
32	Bhimasar	Alteration work in existing Panel Interlocking
33	Gandhidham Cabin	Alteration work in existing Panel Interlocking
34	Gandhidham	Alteration work in existing Panel Interlocking
35	Shirva	Alteration work in existing Panel Interlocking
36	Kandla Port	Alteration work in existing Panel Interlocking

Relay rooms, battery rooms & PCMR rooms etc.

Separate Relay room, Battery room and PCMR room shall be constructed at stations from Chandisar to Lakadia (26 stations) and from Samakhiali to Gandhidham 'C' cabin (6 stations) only new Relay room shall be constructed.

DG sets: 2 Nos. of DG sets shall be provided on every station from Chandisar to Lakadia (26 stations) i.e. in all 52 D.G. sets shall be installed.

This is for your information and necessary action please.

DY. CSTE/C/ADI

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PROPOSED ASS'IS

STW 'SSB'

PROPOSED ASSETS																							arrangement		
Station	Km	SAT	P/F No	6 Form	Surface	Canal	Width	W/Surface	Branches	Tables	Unions	ROB	Material	Imp. No	Subm	Surf	Depth	W.C.	Brocker	Tables	Unions	FOB	W.H.H		
PNU 'B'	0		1BG	1 x 552 8.9 ML	K38BT	7x4.8	2	18 Taps	120	12	4	2	62' 3										Bore well 2 No RCC OH Tank 225000 Ltr OH Tank Masonry 125000 link & steel Ltr Tank 3 No 240000 Ltr		
			2.3 BG	1 x 552 12 ML IS	CC block	81x12	1	20 Taps	2	4	2	NR													
			5 MG	1 x 257 10 ML IS	Bhumen	NR	NR	1 Tap	10		1	1	NR												
			7 MG	1 x 257 8.1 RL	Bhumen	NR	NR	1 Tap	10	2	1	1	NR	4.5 BG 2 x 552 10 ML		KSACC	30x10	1	4 Q 4 10 Q 3	4	2	2	NR		
			WLCB																						
COQ 'D'	7.27		1MG	1 x 198 8.5 RL	MS	8.5x5.5	NR	NR	12	NR	NR	NR	NR	1BG 1 x 421 6.1 ML		CCAMS	15x10	NR	NR	4 Q 3	2	1	NR	PS (Tanker) Bore well	
CDS 'B'	13.34	1 No	1MG	1 x 260 8.5 RL	MS	NR	1	NR	20	4		NR	NR	1BG 1 x 421 9 ML		CCAMS	15x10	1	4 Q 4 10 Q 3	2	1	NR	GWSSB Bore well		
ASNA 'D'	19.54		1MG	1 x 184 11 RL	MS	8.5x5.5	NR	NR	12	NR	NR	NR	NR	1BG 1 x 421 9 ML		CCAMS	15x10	NR	NR	4 Q 3	2	1	NR	PS (Tanker) Bore well	
DSA 'B'	27.54	1 No	1MG	1 x 184 10 ML	Bhumen	65x10.5	1	1 Tap	48	8	NR	NR	NR	1BG 1 x 421 9		KSACC	65x10.5	1	4 Q 4 10 Q 3	4	2	1	NR	Bore well 1 No OH Tank 215000 Ltr 1 No	
			2 MG	1 x 184 8.9 RL	MS	NR	NR	NR	12	NR	NR	NR	NR	1BG 1 x 421 9		CCAMS	15x10	NR	NR	4 Q 4 10 Q 3	2	1	1	NR	Bore well
LW 'B'	36.18	1 No	1 MG	1 x 244 9.5 RL	MS	NR	NR	1	4 Taps	24	2	NR	NR	1BG 1 x 421 9		CCAMS	15x10	1	NR	4 Q 3	2	1	NR	PS (Tanker) Bore well	
BLD 'B'	45.34	1 No	1MG	1 x 251 11 ML	Bhams	14x8	1	8 Taps	40	7	4	1	182	1BG 1 x 421 9		KSACC	14x8	1	4 Q 4 10 Q 3	4	2	1	NR	Bore well 1 No RCC OH Tank 225000 Ltr 1 No	
			2.3 MG	2 x 251 15 ML	Bhumen	15.5x13.3	NR	5 Taps	14	NR	NR	1	NR	2.3 BG 1 x 421 9		KSACC	15.5x13.3	1	4 Q 4 10 Q 3	2	1	1	NR	Bore well	
														4.5 MG 1 x 310 9		CCAMS	15x10	NR	NR	4 Q 4 10 Q 3	2	1	1	NR	

Notes: Other new structures are as follows: PNU Office, IOW Office, Transit cum store room, P way store at PNU, P Way store at DSA. Other Existing structures are as follows: PNU station building, waiting room, booking room, old cabins, PNU office, IOW office, GRP office, RPF office, ELC office, CASH office, dispensary, ARMS store, DPC office, PHS system, school and stores for various dep't. CDS & LW: station building, water tank, toilet, pump room. DSA: station building, waiting room, booking office, old cabins, old goods shed. BLD: station building, waiting room, waiting hall, booking office, old cabins, dispensary, RPF office, old running rooms.

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DETAILS OF MISCELLANEOUS ASSETS AT STATIONS

STATION	KMS.	SRT #	EXISTING ASSETS										PROPOSED ASSETS										Management		
			Pho.	Pform	surface	cashed	whul	whuln	Benches	Toblet	Uthul	FOB	Whul	Pho.	Pform	surface	cashed	whul	whuln	Benches	Toblet	Uthul	Job	whul	Existing
Jasid	55.1	1	1 RL D.		ES	nd	1	nd	2	1	nd	1	1	421 LL	KSAISC	nd	1	nd	4	nd	nd	nd	42	PVT.	PVT.
QARW	54.8	1	1 RL B.		ES	nd	nd	nd	nd	nd	nd	nd	1	421 LL	KSAISC	nd	nd	nd	2	nd	nd	nd	42	AVI	PVT.
DEOR	71.74	1	1 LL F.		BLAKS	nd	1	nd	3	1	nd	nd	1	421 LL	KSAISC	nd	1	nd	7	1	2	nd	47	PVT.	PVT.
MITHA	81.53	1	1 RL D.		ES	nd	nd	nd	nd	nd	nd	nd	1	421 LL	KSAISC	nd	nd	nd	2	nd	nd	nd	42	AVI	PVT.
BAH	88.03	1	1 LL H.		BLAKS	nd	1	nd	2	1	nd	nd	1	421 LL	KSAISC	nd	1	nd	4	1	2	nd	42	PVT.	PVT.
DVGM	100.75	1	1 RL D.		ES	nd	nd	nd	nd	nd	nd	nd	1	421 LL	KSAISC	nd	nd	nd	2	nd	nd	nd	42	AVI	PVT.

Abbreviations: ES - earth surface, MS - medium surface, K.S. - hole stone, LL - low level, HL - high level, CT - checked list, BLA - blackness surface, AVI water tank, PVT - private supply

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MS= Maximum Surface
Brz= Brumby
K5= Kola shoe
C3= Chromated Zinc

DETAILS OF MISC. ASSETS AT STATIONS.

DETAILS OF MISS. ASSETS																												
Station	Kms	S&T Str.	EXISTING ASSETS														PROPOSED ASSETS										W/Arrangement	
			P.F No.	Plat form	Sur-face	C Shed	W. Hut	W. Foun In	Ban-ches	Toilet	Urinel	FOB	W. Hall	P.F No.	Platform	Sur-face	C. Shed	W. Hut	W. Foun In	Ban-ches	Toilet	Urinel	FOB	W. Hall	Existing	Proposed		
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		
104B	2500	YES	1 MG 2 BG	1 MG 2 BG	MOORUM	NIL	NIL	NIL	YES	ONE	ONE	NIL	YES	EXT. AND RAISING	PT NO 1 BG	MOORUM	NO	NO	NIL	YES	YES	YES	YES	NO	NO	AWT	AWT	
200	1000	YES	1 MG 2 BG 3 MG	1 AND 2 BG 3 MG	PARTLY ASPHALT MOORUM	YES	YES	YES	YES	PT 1 NIL PT 2 YES	NIL	YES	YES	EXT. AND RAISING	PT NO 3 BG	ASPHALT	NO	YES ON PT 203	YES	YES	YES	YES	NO	NO	B.W	B.W		
2011	275.51	YES	1 MG 2 BG	1 MG 2 BG	MOORUM	NIL	NIL	NIL	YES ON PT 1	YES	YES	NIL	YES	EXT. AND RAISING	PT NO 2 BG	MOORUM	NO	YES ON 203	NO	YES	YES	YES	NO	NO	NO	GWILL	GWILL	
BMSR	266.80	YES	1 MG 2 BG	1 AND 2 MG 3 BG	MOORUM	NIL	NIL	NIL	YES	YES	YES	NIL	YES	EXT. AND RAISING	PT NO 2 BG	MOORUM	NO	YES ON 203	NO	YES	YES	YES	NO	NO	NO	GWSSB TANKER (ROAD)	GWSSB TANKER (ROAD)	
201M	300.01	YES	1 MG 2 BG 3 MG	1, 2, 3, 4 MG 5, 6 MG	1 KOTA 223 ASP 4, 5, 6 MOORUM	YES	YES	YES	YES	YES	YES	YES	YES	EXT. AND RAISING	PT NO 1, 2, 3, 4, 5, 6	ASPH. TANKER	NO	NO	YES	YES	YES	YES	NO	NO	NO	GWSSB TANKER (ROAD)	GWSSB TANKER (ROAD)	



WESTERN RAILWAY

Office of the
Divisional Electrical Engineer
(Constn), W-Rly. Ahmedabad

No. EL/W/121/PNU-GIM1

Date:-17/10/05

CEE(C) CCG

Sub:-Draft Concession Agreement of KRCL

Ref:-Your letter no. WNC-121/6/23/EL/C dtd. 4/10/05

In connection with the above, the details for required information regarding item No. 2-f of, schedule -II of the letter under reference, is enclosed herewith as per annexure A, B&C.

This is for your information and further disposal please.

[Signature]
DEE(C) AD. 17/10/05

Encl:- Annexure A, E&C.

C/- Dy.CEE(C)BRC - For kind information please.

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[Signature]

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Annexure-A

Location of Sub stations in PNU-GIM section

Location of Sub station	Capacity	Contract demand	Remarks
City line	315KVA	225KVA	New
Diesel shed	200KVA	125KVA	New
Station	200KVA	130KVA	Existing


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ELECTRICAL POWER SUPPLY POSITION OF G.M. PNU SECTION
G.C. WORK (B Class Station)

Sl. No.	Station	km	NEW LOAD Demand in KW, 3 phase	Remarks
1	CHANDISAR	13.36	11.2KW	
2	DESA	27.54	11.2KW	
3	LORWADA	36.16	11.2KW	
4	BHILADI	45.5	11.2KW	
5	HEMJI	56.1	11.2KW	
6	DIHANKWADA	64.84	11.2KW	
7	DEODAR	71.74	11.2KW	
8	MITHA	81.53	11.5KW	
9	BHABHAR	88.93	11.5KW	
10	DEVGAM	100.75	11.2KW	
11	RADHANPUR	113.43	11.2KW	
12	PIPLEE	121.7	11.2KW	
13	VARAHI	130.07	11.2KW	
14	IVASPURA	139.55	11.2KW	
15	CHANSARA	146.93	11.2KW	
16	SANTALPUR	156.44	11.2KW	
17	GARMADI	164.03	11.2KW	
18	PIPELA	172.52	11.2KW	
19	LAKHPAT	182.72	11.2KW	
20	ADISAR	189.02	11.2KW	
21	Bhusk ya Bhilastar	198.43	11.2KW	
22	PAIDALPURA	206.23	11.2KW	
23	KHUNYANAGAR	214.14	11.2KW	
24	CHITROD	221.54	11.2KW	
25	KATARKHA	231.87	11.2KW	
26	LAKALIYA	239.17	11.2KW	
27	ISICE	247.73	11.2KW	
28	KONDHI	254.58	11.2KW	
29	BHAGMAU	263.69	11.2KW	
30	ICHKAI	276.81	11.2KW	
31	BHABHAR	286.58	11.2KW	

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POWER SUPPLY ARRANGEMENT FOR MANNED LEVEL CROSSING GATE GIM-PNU SECTION G.C. WORK

Sr No.	LC NO.	Location	Between Stations	ENG/TFC	Interlocked/N on interlocked	New Load demand in KW 1 Phase	Remarks
1	1-C	0/9	PNU-CDS	TFC	NI	1	
2	2-C	1/5	PNU-CDS	ENG	NI	1	
3	2-A	2/2	PNU-CDS	ENG	!	1	
4	3-C	2/5	PNU-CDS	ENG	NI	1	
5	8-B	6/9	PNU-CDS	ENG	NI	1	
6	9-C	7/8	CDQ-CDS	TFC	!	1	
7	14-C	13/9	CDQ-CDS	ENG	NI	1	
8	16 C	15/3	CDQ-CDS	ENG	NI	1	
9	17 C	17/2	CDQ-CDS	ENG	NI	1	
10	19 C	19/4	CDQ-CDS	TFC	!	1	
11	20 C	20/3	RASA-DISA	ENG	NI	1	
12	22 C	24/2	RASA-DISA	ENG	!	1	
13	23 C	25/4	RASA-DISA	ENG	NI	1	
14	25-C	26/14	RASA-DISA	TFC	NI	1	
15	26-B	28/3	DISA-LW	TFC	!	1	
16	27 C	31/7	DISA-LW	ENG	NI	1	
17	28 C	32/6	DISA-LW	ENG	NI	1	
18	29 C	33/6	DISA-LW	ENG	NI	1	
19	31 C	34/7	DISA-LW	ENG	NI	1	
20	37 C	39/4	DISA-LW	ENG	NI	1	
21	39 C	42/1	DISA-LW	ENG	NI	1	
22	41-A	43/6	DISA-LW	ENG	!	1	
23	42 C	44/7	DISA-LW	TFC	NI	1	
24	43 C	46/3	BLD-JSL	TFC	!	1	
25	44 C	47/1	BLD-JSL	ENG	NI	1	
26	47 C	52/9	BLD-JSL	ENG	NI	1	
27	49 C	55/9-10	JSL-DEOR	TFC	NI	1	
28	56 C	64/42	JSL-DEOR	ENG	NI	1	
29	61 C	70/1	JSL-DEOR	TFC	!	1	
30	62 A	71/2	JSL-DEOR	TFC	!	1	
31	63 C	72/3	DEOR-MITHA	TFC	NI	1	
32	76-A	88/5	DEOR-MITHA	TFC	NI	1	
33	77 C	89/9	BAH-DVGM	TFC	NI	1	
34	82-A	94/9	BAH-DVGM	ENG	!	1	
35	99 B	113/13	RDHP-PIPLI	TFC	!	1	
36	100 C	114/9	RDHP-PIPLI	ENG	!	1	
37	105 C	121/4	RDHP-PIPLI	TFC	!	1	
38	112 C	129/7	PIPLI-VARAH	TFC	!	1	
39	113 C	130/10	PIPLI-VARAH	TFC	NI	1	
40	114-A	132/7	VRX -VAGPURA	ENG	NI	3	
41	123 C	141/9	VAGPURA-CHNASARA	ENG	NI	1	
42	128 C	145/12	VAGPURA-CHHANASARA	TFC	!	1	
43	131 C	148/13	CHHANASARA-SNLR	TFC	!	1	
44	133 C	152/9	CHHANASARA-SANTALPUR	ENG	NI	1	

45	136 C	156/17	SNLR-GRMD	ENGG	NI	1	
46	137 C	157/11	SNLR-GRMD	ENGG	NI	1	
47	141 C	163/10	SNLR-GRMD	TFC	I	1	
48	147 C	171/13	GRMDI-PFL	TFC	I	1	
49	148-C	172/18	PIPARALA-LAKHPAT	TFC	NI	1	
50	153-A	187/12	PIPARALA-LAKHPAT	ENGG	I	3	
51	155-C	190/7	ADESAR-BUTAKIA-BHIMASAR	ENGG	NI	1	
52	159-C	199/1	ADESAR-BUTAKIA-BHIMASAR	TFC	I	1	
53	160-C	199/6	BUTAKIA-BHIMASAR-PADAMPUR	ENGG	NI	1	
54	162-C	204/6	BUTAKIA-BHIMASAR-PADAMPUR	ENGG	NI	1	
55	166A	210/2	PADAMPUR-KIDIANAGAR	ENGG	NI	1	
56	178-C	224/17	CHITROD-SHIVLAKHA	ENGG	NI	1	
57	185	232/7	SHIVLAKHA-LAKADIYA	TFC	I	1	
58	193-C	239/10	LAKADIYA-SAMAKHIYALI	ENGG	NI	1	
59	195-C	243/10	LAKADIYA-SAMAKHIYALI	ENGG	NI		
60	196-B	244/14	LAKADIYA-SAMAKHIYALI	ENGG	I	3	
61	198-C	247/1	LAKADIYA-SIOB	TFC	I		
62	199-C	248/6	SIOB-VONDH	ENGG	I	1	
63	203-C	254/6	SIOB-VONDH	TFC	I	1	
64	205-C	258/6	VONDH-BCO	ENGG	NI	1	
65	209-B	262/14	VONDH-BCO	TFC	I	1	
66	210-B	264/6	BCO-CHIRAI	TFC	NI	1	
67	211-C	266/13	BCO-CHIRAI	TFC	I	1	
68	215-C	271/15	BCO-CHIRAI	ENGG	NI	1	
69	224-C	286/7	BCO-CHIRAI	TFC	I	1	
70	225-B	287/5	BHIMSAR-GIM	TFC	I	1	
71	233-C	296/13	BHIMSAR-GIM	ENGG	NI	1	
72	235-B	298/2	BHIMSAR-GIM	TFC	I	1	
73	236-A	308/1	GIM-KDLP	TFC	I	1	

SE/T

DEE(C)ADI

भारत सरकार/GOVERNMENT OF INDIA
रेल मंत्रालय/MINISTRY OF RAILWAYS
(रेलवे बोर्ड/RAILWAY BOARD)

रेल भवन, नई दिल्ली. 110001.
Rail Bhavan, New Delhi-110001.

No. 2011/Infra/18/2

Dated : 02 -11-2020

The General Manager,
Western Railway,
Headquarter Office, Churchgate
Mumbai.

Sub.: Addendum to Concession Agreement dated 08.11.2005 made
between Ministry of Railways (MoR) and Kutch Railway
Company Limited (KRC)

The addendum to the Concession Agreement dated 08-11-2005 between
Ministry of Railway (MoR) and the SPV i.e Kutch Railway Company Limited
(KRC) has been signed by the representatives of MoR and KRC on 26-10-2020.

2. A copy of the addendum is enclosed herewith for your kind information
and necessary action.

(Nawal Kishore Sharma)

Dy. Director-II/Infra, Railway Board

Tele.- 011-47845320

Email : nksharma.nks.nks@gmail.com

Encls. : As above.

Copy to :

1. The Managing Director, Kutch Railway Company Limited, 2nd Floor, Indra Place,
H-Block, Connaught Circus, New Delhi-110 001 for information and necessary
action please.
2. The Principal Chief Commercial Manager, Western Railway, Mumbai.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL94877438248831S
Certificate Issued Date	: 19-Oct-2020 01:31 PM
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Unique Doc. Reference	: SUBIN-DL73610396707449927451S
Purchased by	: KUTCH RAILWAY COMPANY LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KUTCH RAILWAY COMPANY LIMITED
Second Party	: OTHERS
Stamp Duty Paid By	: KUTCH RAILWAY COMPANY LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

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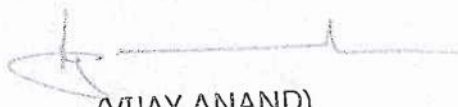
Addendum to the Concession Agreement dated 08.11.2005
between Ministry of Railways and Kutch Railway Company Limited

Clause No.	Existing clause of Concession Agreement	Proposed amendment in Concession Agreement
1.1 Page 8	<u>Definitions:</u> "Project Railway" means broad gauge rail link connectivity between Palanpur at Km 0 and Gandhidham at Km.300.81	Project Railway means broad gauge rail link between Palanpur at KM 0 and Gandhidham at KM 300.81 including Double Line from Palanpur (KM 0) to Samakhyali (KM 247.73), all loops and other traffic facility works [In Samakhyali yard line No.1 (DN Loop) and 2 (DN main line) are of IR and Line No.3(UP main line) & Line No.4 to 7 (Loop lines) are of KRCL] This also includes all Railway Electrification works on Project line from Gandhidham (KM 300.81) and Samakhyali (KM 247.73) and double line from Samakhyali (KM 247.73) to Palanpur (KM 0). [DN line from Gandhidham to Samakhyali is of IR and UP line from Gandhidham to Samakhyali is of KRCL]

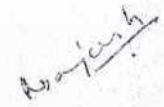
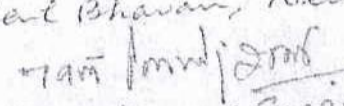
For and Behalf of the Lessor
President of India by

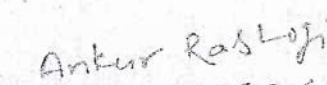


(ABHJIT NARENDRA)
Executive Director Infra-I
Ministry of Railway,
Govt. of India

For and Behalf of the Lessee


(VJAY ANAND)
Managing Director
Kutch Railway Company Limited.

Witnesses:

- 
1. Sajeesh Kumar N
Director/Infra-I
Room No. 454
Rail Bhavan, New Delhi
- 
2. (Namal Kishore Sharma)
Dy. Dir - II/INFRA.
R.No. 136/A Cabin, Rail Bhavan,

- 
1. (ANKUR RASTOGI)
Flat no. 301, Plot no. 118,
Gyan Khanda-II, Indirapuram
- 
2. SANJEEV SHARMA
AE-134 Shahdara Bagh
Delhi - 110088