DND FLYWAY USER AGREEMENT

TERMS & CONDITIONS:

The following is the agreement between Noida Toll Bridge Company Ltd. (hereinafter referred to as the “Owner”) & M/s. ITNL Toll Management Services Ltd. (hereinafter referred to as the “Operator”) in respect of toll plazas marginally mentioned hereinafter referred to as the “Authority” & the party named in the Application Form (hereinafter referred to as User). Whereas the User acknowledges that the Noida Toll Bridge Company Ltd. is the owner of the DND Flyway & has appointed M/s. ITNL Toll Management Services Ltd. for the collection of Fee, Operation & Maintenance of the DND Flyway. The parties agree that the terms of this agreement shall govern the use of the DND Flyway Silver Card/On-Board Unit (OBU)/Gold Card as the case may be issued to the User by the Authority (hereinafter referred to as the “Unit”).

1. Definitions

a) Definition of “DND Flyway” shall read: “shall mean the bridge & road network across the River Yamuna (including interchanges) constructed, owned, operated & maintained by the Owner, located between the Nizamuddin Bridge & the Okhla Barrage & which connects the Ring Road near Maharani Bagh, at one side of the banks of the River Yamuna with (i) Noida (ii) Mayur Vihar Link Road & the various connecting roads & interchanges.”

b) “FEE” shall mean the charge to be paid by the User for passage through the DND Flyway.

c) “Prepaid Fee” shall mean the interest free deposits made by the User to the Authority whether on execution of this agreement & subsequently by cash, cheque, credit card, direct debit to the bank or other manner for the deduction of applicable Fee & Service Charges for usage of the DND Flyway.

d) “Account” shall mean the prepaid Fee account being maintained by the users with the authority.

e) “Service Charges” shall mean the Non-refundable amount to be paid by the user towards the cost of procurement & operation of the Units or debited to the users account in addition to any Fee / Administrative charges / Penalties payable by the users in relation to the usage of the DND Flyway.

2. The DND Flyway is a private road of the owner located between the Nizamuddin Bridge & the Okhla Barrage & which connects the Ring Road near Maharani Bagh, at one side of the banks of the River Yamuna with (i) Noida (ii) Mayur Vihar Link Road & the various connecting roads & interchanges.

3. The Authority shall deactivate the Accounter must pay the Fee of Rs.50 will be deducted from the User’s Account if any cheque given by the User is not honored by the User’s Bank.

4. That the complete application shall be accepted only with self attested copies of the following documents

i. Completely Filled up New Contract Application Form.

ii. Photo ID Proof in case of Silver & Gold Card Membership.

iii. The latest contract is applicable on all the Users enrolled in membership since year 2000 irrespective of the paper documents signed by them, if the User is used after the modification the latest contract shall be binding on the User.

iv. That in the event of OBU / Cards/Toll Systems not functioning at the time of usage in the lane, the user must pay in cash.

v. The battery provided at the time of initial purchase is not available for sale thereafter & any accessories like OBU Stubs shall be made available only after the payment of Rs.250. However, the battery replacement/repair of any such assistance can only be taken from the Customer Service Executive at the POS.

vi. That there shall be no dedicated Gold/Silver Card lanes at Mayur Vihar Toll Plaza & the ETC Passage may be granted from ETC enabled lanes or Cash lanes.

vii. To use each Unit with the vehicle mentioned against it in the application from on the reverse side hereof & continuation sheet if applicable.

viii. To get the User properly attested from CSC by mounting, displaying or in any other way the Use the User may be required by the Authority to insure proper reading of Unit.

ix. To recharge the Accounter must pay the Fee of Rs.50 will be charged in all the cases wherein the cheque is dishonored / returned by bank.

x. To inform the Authority within 30 days of any changes to the information set forth on the Application Form.

xi. To follow directions of the Authority & its representatives for facilitation of traffic movement.

xii. To adhere to the provisions of the Act & the terms & conditions prevailing from time to time. The Authority has the right to recover the Service Charge by adjusting the same against the Pre-paid Fee amount outstanding in the User’s Account on the due date. If the User fails to pay the Service Charges on the due date & the Authority is unable to recover the same from the User’s Account.

3. The User shall be charged for

a) The completion of the application shall be accepted only with self-attested copies of the following documents

b) Complete the Application Form.

c) Photo ID Proof in case of Silver & Gold Card Membership.

d) The latest contract is applicable to all the Users enrolled in membership since year 2000 irrespective of the paper documents signed by them, if the User is used after the modification the latest contract shall be binding on the User.

e) That in the event of OBU / Cards/Toll Systems not functioning at the time of usage in the lane, the user must pay in cash.

d) The battery provided at the time of initial purchase is not available for sale thereafter & any accessories like OBU Stubs shall be made available only after the payment of Rs.250. However, the battery replacement/repair of any such assistance can only be taken from the Customer Service Executive at the POS.

f) That there shall be no dedicated Gold/Silver Card lanes at Mayur Vihar Toll Plaza & the ETC Passage may be granted from ETC enabled lanes or Cash lanes.

g) To use each Unit with the vehicle mentioned against it in the application from on the reverse side hereof & continuation sheet if applicable.

h) To get the User properly attested from CSC by mounting, displaying or in any other way the Use the User may be required by the Authority to insure proper reading of Unit.

i) To recharge the Accounter must pay the Fee of Rs.50 will be charged in all the cases wherein the cheque is dishonored / returned by bank.

j) To follow the provisions of the Act & the terms & conditions prevailing from time to time. The Authority has the right to recover the Service Charge by adjusting the same against the Pre-paid Fee amount outstanding in the User’s Account on the due date. If the User fails to pay the Service Charges on the due date & the Authority is unable to recover the same from the User’s Account.

4. Prepaid Fee” - The User agrees to replenish/recharge the amount of Prepaid Fee from time to time to ensure sufficient amount of Prepaid Fee paid to allow the deduction of the applicable Fee & Service charges there from. The Prepaid Fee shall be paid on execution of this agreement or subsequently, by Cash, Cheque, Credit Card, direct debit to the Bank or any other manner. The User shall maintain adequate Prepaid Fee till the time such amount is in use of the Unit.

5. Prepaid Fee against Prepaid Fee: An amount equal to the applicable Fee shall be deducted from the Prepaid Fee at the time of each instance the User crosses any of the Toll Plaza on the DND Flyway.

6. Itemized Statement: The Authority shall issue to the User, a quarterly statement of transactions, free of cost on request. For any additional statement, Rs.10 will be charged per statement.

7. Lost, Stolen, Defaced, Damaged or Abused Unit: Upon receipt of any notice from the User of loss or theft of the Unit, the Unit shall be deactivated. The User’s Account shall be charged for any Fees incurred through use of the Unit prior to one alter the receipt of such notification. A new Unit will be provided to the User in case of Lost. Stolen, Defaced, Damaged or Abused Unit by levying the applicable Charges of Rs.30/- per Card for Class I; Rs.25/- per Card (Gold / Silver Card) for Class 2 – 6; Rs.1750/- per OBU & Rs.250 new for OBU Stubs.

8. Violation of Terms & Conditions: Failure to abide by any of the terms & conditions of this agreement may result in the termination of this agreement. Any attempt to gain passage through the DND Flyway with a deactivated Unit or without paying the proper Fee may result in an administrative Fee Rs.25 per passage in addition to the applicable Fee for the use of DND Flyway. Wrongful entries into classification other than the one applied for will attract an additional Fee of Rs.25 per passage over & above the applicable Fee & may result into termination of this agreement without warning.

9. Termination of Agreement: Either party can terminate this agreement & the User’s license to use the Unit at any time. Any unused Prepaid Fee will be returned to the User after adjusting for any amount due from User for usage of the DND Flyway or otherwise in terms of this agreement. The Unit will remain the property of the Authority under all circumstances & will be returned by the User on demand. Failure to return the Unit in working condition or incase of damaged to whatever extent will result into charge of Rs.30/- per Card for Class I; Rs.25/- per Card (Gold / Silver Card) for Class 2 – 6; Rs.1750/- per OBU & Rs.250 for OBU Stubs.

10. Refund / Replacement: Any refund/ replacement of Unit if any shall be made only by the name of the account holder after the Surrender/Replacement Form is duly filled & signed by the Account holder along with self attested photo ID proof attached therein.

11. Defective Unit: if the Unit becomes defective for reasons other than damage, abuse, accident, negligence, manhandling or improper use, such Unit would be replaced free of charge before expiry of 6 months from the date of issue. The User acknowledges that the Authority has not made, expressly disclaims, any representation or warranty express or implied, relating to the Unit (including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples). NO FREE OF COST REPLACEMENTS WILL BE MADE AFTER THE EXPIRY OF SIX MONTHS FOR ANY KIND OF DEFECT IN THE UNIT.

12. The User has received a copy of the tariff sheet containing the prevailing Fee rates & service charges for the use of the Unit & other rules & regulations for the use of DND Flyway.

13. Miscellaneous:

a) The User agrees that the Authority has no obligation or liability to the User with respect to the User's use or the performance of the Unit. The User agrees to indemnify the Authority & hold the Operator harmless from any & all claims, proceedings & liabilities relating to, arising from or as a result of the User's use of the Unit.

b) A returned cheque fee of Rs.250 will be deducted from the User’s Account if any cheque given by the User is not honored by the User’s Bank.

c) The Authority may charge the user in case of damage / decrease in Service Charges at anytime & communicate the same to the User either by post / fax /email/newspaper advertisement or display at the Customer Service Centre on DND Flyway at its own discretion. If the Unit is used after the notification of the new terms, the User will be held liable for the damage or being unaware of the Terms & Conditions due to any reason whatsoever shall not be accepted as an excuse.

d) This Agreement shall be binding upon & inure to the benefit of the User & its successors & the Authority & its successors & assigns. The User is not permitted to assign / transfer its obligations or benefits of this Agreement.

e) This Agreement shall be deemed to have been executed in NOIDA, & all questions of interpretation shall be governed by, & construed in accordance with the Laws of the Uttar Pradesh.

f) The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force & effect.