

DND FLYWAY USER AGREEMENT

TERMS AND CONDITIONS:

The following is the agreement between Noida Toll Bridge Company Ltd. (hereinafter referred to as the “Owner”) and M/s ITNL Toll Management Services Ltd. (hereinafter referred to as the “Operator”) of one part (hereinafter collectively referred to as the “Authority”) and the party named in the Application Form (hereinafter referred to as the User). Whereas the User acknowledges that the Noida Toll Bridge Company Ltd. is the owner of the DND Flyway and has appointed M/s ITNL Toll Management Services Ltd. for the collection of Fee, operation and 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**” should read: “shall mean the bridge and road network across the River Yamuna (including interchanges) constructed, owned, operated and maintained by the Owner, located between the Nizamuddin Bridge and the Okhla Barrage and which connects the Ring Road near Maharani Bagh, at one side of the banks of River Yamuna with (i) Noida and (ii) Mayur Vihar on the other side of the banks of River Yamuna.”
[The definition should now cover not only the bridge but also the Mayur Vihar link road and the various connecting roads and interchanges.]
- b) “**Fee**” shall mean the charge to be paid by the User per passage for using 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 and subsequently by cash, cheque, Credit Card, direct debit to the Bank or any other manner for the deduction of applicable fees and service charges for usage of the DND Flyway.
- d) “**Account**” shall mean the pre-paid Fee account being maintained by the User with the Authority.
- e) “**Service Charges**” shall mean the non-refundable amount to be paid by the User towards the cost of procurement and operation of the Units or debited to the User’s Account in addition to any Fee/administrative charges/penalties payable by the User in relation to the usage of the DND Flyway.

2. The DND Flyway is a private road of the Owner, access to which is reserved and is provided against the payment of the applicable Fee and Service Charge, observance of the terms and conditions of this Agreement, and following of Traffic Rules and Regulations. Subject to the terms of this Agreement, the Authority agrees to grant passage to the User through the DND Flyway provided: (a) the Unit is brought to the Toll Plaza in working condition and (b) the User's Account has adequate balance of the Prepaid Fee being available to allow for deduction and consequent adjustment for the applicable Fee and Service Charge for that passage through the Toll Plaza."
3. The User is informed and he agrees and is aware:
 - a) That the complete application shall be accepted only with Self Attested copies of the following documents:
 - i) **Valid Vehicle Registration Certificate** ii) **Photo ID Proof** iii) **Address Proof** - Passport / Election ID Card/Water/Electricity Bill/Phone Bill/Bank Passbook/Rent Agreement/Current Employers Letter
 - b) The latest contract is applicable on all the Users enrolled in Membership since year 2000 irrespective of the paper document signed by them. If the Unit is used after the modifications the latest contract shall be binding on the User.
 - c) That in the event of OBU/Cards/Toll System 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 of OBU is not available for Sale thereafter and any accessories like OBU Stand shall be made available only after the payment of Rs. 250/-. However, User is not authorized to change/replace/repair/ pry upon the fixed unit himself and any such assistance can only be taken from the Customer Service Executive at the POS.
 - e) That there shall be no dedicated Gold/Silver Card lanes at Mayur Vihar Toll Plaza and the ETC passage may be granted from ETC enabled lanes or cash lanes.
 - f) To use each Unit with the vehicle mentioned against it in the application form on the reverse side hereof and continuation sheet if applicable.
 - g) To get the Unit properly affixed from CSE by mounting, displaying, or in any other way use the Unit as may be required by the Authority to insure proper reading of the Unit.
 - h) To pay the Service Charges as per the terms decided by the Authority and informed to the User 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 and the Authority is unable to

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recover the same fully from the User's Account, this agreement may be terminated by the Authority.

- i) To pay for all the credit granted to their respective accounts due to System Downtime or for any other reason whatsoever. However, discretion of credit grants lies completely with the Management.
- j) Not to block traffic or create disturbance at the Toll Plaza or any part of the DND Flyway, to comply with all applicable traffic laws, as well as the Authority's rules of usage of the DND Flyway and to surrender the User's Unit immediately upon request, for any violation of the terms of this Agreement.”
- k) Not to proceed through any Fee Lane unless the signal light located at that Fee Lane is green. If the User does not receive a green light, the User must pay the Fee in cash as per the rate applicable for cash transactions in order to proceed through the Fee Lane.
- l) Not to exceed the posted speed limit as the User approaches and passes through a Fee Lane.
- m) Not to block traffic or create disturbance at the Toll Plaza or any part of the DND Flyway, to comply with all applicable traffic laws, as well as the Authority's rules of usage of the DND Flyway and to surrender the User's Unit immediately upon request, for any violation of the terms of this Agreement.”
- n) To recharge the Account if a low balance warning is displayed at the Fee booth as the User's vehicle passes through the Fee Lane.
- o) To be responsible for the usage of the Unit whether by the User or by any of its representatives.
- p) That at the time of Recharge in Lanes /POS, user must show his card for the Executives to Process the recharge. Without the physical presence of the card the executive and the company is not liable for any errors caused in Recharging or Data Updation process.
- q) That the Authority shall charge the User all Government taxes, levies etc. As applicable from time to time in addition to the Fee charged by the Authority for usage of the DND Flyway.
- r) That in case of Online Recharges, it takes 72 hrs to update the balance in user account and the same cannot processed in real time.
- s) That in case of payment by cheque, that the User's Account shall be activated or recharged as the case may be, only on realization of the cheque. Rs. 150/- will be charged in all the cases wherein the cheque is dishonored and returned by the Bank.
- t) To inform the Authority within 30 days of any changes to the information set forth on the application form.

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- u) To follow directions of the Authority and its representatives for facilitation of traffic movement
 - v) That if there are no transactions from the User's Account for a period of more than 12 months, the Authority shall deactivate the Account and appropriate any balance left in the User's Account after recovering charges for the Unit issued to the User as Deactivation Fee.
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 to allow for the deduction of the applicable Fee and 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 such time as it is in possession of the Unit. “
 5. **Adjustment of 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 Plazas on the DND Flyway.
 6. **Itemized Statements.** The Authority shall issue to the User, a quarterly statement of transactions free of cost only on request. For additional statements, the User will be charged Rs. 10/- 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 after 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.50.00 per Card for Class I; Rs. 75/- per Gold / Silver Card, Rs. 2000/- per OBU & Rs. 250/- for new OBU Stand .
 8. **Violation of Terms and Conditions:** Failure to abide by any of the terms and conditions of this agreement may result in the termination of this agreement. Any attempts to gain passage through the DND Flyway with a deactivated Unit or without paying the proper Fee may result in an administrative fee of Rs.25.00 per trip in addition to the Fee for the use of the DND Flyway. **Wrong Usage of cards into classification other than the one applied for will attract an additional fee of Rs. 25/- per passage over and above the applicable fee and may result into termination of this agreement without warning.**
 9. **Termination of License:** Either party can terminate this agreement and 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 the User for usage of the DND Flyway or otherwise in terms of this agreement. The Unit will remain the property the Authority under all circumstances and will be returned by the User on termination. Failure to return the Unit to the Authority in working condition or incase

it is damaged to whatever extent will result in a charge of Rs.50.00 per Card for Class I; Rs. 75/- per Gold / Silver Card & Rs. 2000/- per OBU to the User's Account. In the event of balance being nil or insufficient in the User's account, the User is liable to pay the same to the Authority.

- 10. Refund/Replacement:** Any refund / replacement of Unit if any shall be made only in the name of the account holder after the Surrender/Replacement Form is duly filled and signed by the Original 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, mal-handling 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, and the Authority 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 SHALL BE MADE AFTER THE EXPIRY OF 6 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 and service charges for the use of the Units and other rules and regulations for the use of the 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 and hold harmless from and against any and all damages, loss, cost, expense or liability relating to, arising from, or as a result of the use or performance of the Unit.
 - b) A returned cheque fee of Rs. 150/- 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 change the terms of this agreement including increase/decrease in Service Charges at anytime & communicate the same to the User either post/fax/e-mail/newspaper advertisement or display at the Customer Service Center on DND Flyway at its own discretion. If the Unit is used after the notification of the new terms, the User will be bound by the new terms. Ignorance 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 and inure to the benefit of the User and its successors and the Authority and its successors and 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, and all questions of interpretation shall be governed by, and construed in accordance with the Laws of the State of 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 and effect.