

FEE NOTIFICATION

GOVERNMENT OF GUJARAT
ROADS AND BUILDINGS DEPARTMENT
New Sachivalaya, Gandhinagar

No.: GSRDC/Toll Notification/H-G-S Road/2018

Date: 20/03/2018

Government Order

Government of Gujarat enacted the Gujarat Infrastructure Development Act, 1999 (Gujarat Act No. 11 of 1999) to provide a regulatory framework for the participation of the private sector in Financing, Construction, Maintenance and Operation of structure and other development projects undertaken on BOT basis in the State of Gujarat.

1. Gujarat State Road Development Corporation, Gandhinagar (hereinafter referred to as "GSRDC") had entered into a Concession Agreement with L & T Halol-Shamlaji Tollway Private Limited renamed as L & T Halol-Shamlaji Tollway Limited (hereinafter referred to as "the Concessionaire") on dated 17/09/2008 for Four Laning of Halol-Godhra-Shamlaji Road Section of SH-5 from km. 335.17 to km. 501.40 in the State of Gujarat under Viability Gap Funding Scheme of Government of India on Build Operate and Transfer (BOT) basis. The Concessionaire has agreed to Survey, Design, Engineer, Procure, Finance, Construct, Manage, Operate and Maintain the Project Highway throughout the Concession Period in accordance with the provisions of the Concession Agreement.
2. Under Article 3 of the Concession Agreement, the project is vested in the Concessionaire for the Concession Period as defined in the Article 3.1 of the Concession Agreement.
3. Now in recognition of the Concessionaire's Rights under the Concession Agreement the GOG hereby confirms, declares and orders that a charge shall be determined, levied, collected, retained and appropriated in accordance with the Concession Agreement by the Concessionaire or their authorized agents/servants on Motor Vehicles of the classes and trailers drawn by such vehicles and at the rate specified against each of them as per Schedule of Charges in Table No.G-2.

The following Table G-1 gives the Length of Corridor Covered under toll plaza location.
[Table G-1 length of corridor covered in each toll plaza location as per the design, chainages after construction]

Section Name	Toll plaza Location (Km)	Length of Corridor Covered (Km)	Total length (Km)
Halol-Godhra	357/100	335/170 to 379/430	44.260
Godhra-Lunawada	409/372	379/430 to 421/990	42.560
Lunavada-Modasa	453/042	421/990 to 479/030	57.040
Modasa-Shamlaji	484/690	479/030 to 508/230	29.200

SCHEDULE OF CHARGES

Rates of base Fees to be recovered from the users of the SH-5 from km 335.17 to Km. 501.40 in the State of Gujarat, applicable as on 1st April, 2018.

Sr. No.	Vehicle Category	Base Toll Rate /Fee (in Rs.) (Rate of fee for Vehicle per one way trip (in Rupees per Km from 1 st April 2018)	Actual User Fee (In Rupees) for the year 2018-19 based on revised Toll Rate/Fee for April-2018 based on Cl. 7 of this Notification					Remarks
			For Halol-Godhra	Godhra-Lunavada	Luna-wada-Modasa	Modasa-Shamlaji	Halol-Godhra-Shamlaji (Rate of fee per Vehicle per one way trip (In Rupees)	
1	Cars / Jeep	1.043	45	45	60	30	180	The toll fee of Car/Jeep/ Van/ Two Wheeler/ Three Wheeler & Gujarat State Road Transport Corporation Buses exempted from dated 15/08/2016 vide Government of Gujarat, Roads & Building Department Government of Gujarat, Road & Building Department letter No. મુ.પ.સ./૧૦/૨૦૧૬/૨૧૫/૩૦૧૨/૧૮/૫૧૩. dated 12/08/2016
2	Mini Bus	1.830	80	80	105	55	315	
3	Bus	3.643	160	155	210	105	630	
4	LCV	1.830	80	80	105	55	315	
5	2-Axle Truck	3.643	160	155	210	105	630	
6	MAV	5.866	260	250	335	170	1015	

The Fee Shall be levied on vehicles using the road (as defined in the Concession Agreement) and entering Toll Plaza and passing over the Project Road with effect from 00.00 Hrs. on Date: 01/04 /2018 till further notice.

4. Following types of vehicles are exempted from the Toll and the concessionaire shall allow them to use the facility free of toll charges:

Vehicles having VIP symbols which officially belongs to the President of India, the Vice-President of India, the Prime Minister of India, Governors of States, Lt. Governors of Union Territories, Chief Ministers, Central and State Ministers Presiding Officers of Central and the State legislatures having jurisdiction, leaders of opposition in Lok Sabha, Rajya Sabha and the State legislatures having jurisdiction, judges of the Supreme Court of India and of the High Courts having jurisdiction, Foreign Dignitaries on State visit to India, Heads of Foreign Missions stationed in India using cars with CD symbol, MP, MLA, Central and State Government Vehicles, officers of GSRDC, persons required to use the Project Highway for discharging their statutory obligations in relation to the Site, Independent Consultant, and Central and State forces in uniform including armed forces, para military forces and Defence Vehicles, Police vehicles, Winners of the Gallantry Awards namely, Param Vir Chakra, Ashok Chakra, Maha Vir Chakra, Kirti Chakra, Vir Chakra and Shaurya Chakra on production of ID Card authenticating the Award by the competent Authority, President of District Panchayat & Taluka Panchayat, Emergency

vehicles such as Fire fighting vehicles, Ambulances and vehicles used during rescue operation in emergency.

5. The Concessionaire is entitled to regulate or prohibit the use of Project Road by the user unless fees, as notified, are duly paid by the user for the use of the Project Road.

6. **Definitions**, - In the notification, unless the context otherwise requires, -

- (i) **"Actual Fees"** means the Fees actually charged from the road users for using each section of the Project Highway or part thereof including, where applicable, Godhra bypass and base Fees given for each section in Schedule to this notification.
- (ii) **"Commercial Operation Date"** ("COD") means the date on which the commercial operations of the said section of the State Highway number 5 in the State of Gujarat begins, which shall be the date on which the Independent Engineer has issued the Completion Certificate or the Provisional Certificate upon completion of the said section of the said State Highway in accordance with the provisions of the Agreement entered into between the Authority and the Concessionaire;
- (iii) **"Termination Date"** means the date on which the said Agreement entered into between the Authority and the Concessionaire expires pursuant to the provisions of the said Agreement or is terminated by Termination Notice;
- (iv) **"Local Traffic"** means the traffic on account of commuting by a private Car on the Project Highway; provided (i) such private Car is owned by a person who resides in within a distance of 15 (fifteen) km from the Toll Plazas, and (ii) such area has no alternative connecting road; For the avoidance of doubt, a road that connects such area shall not be deemed to be an alternative road for purposes hereof if it increases the travel distance by more than 20% (twenty percent) of the corresponding distance on the Project Highway;
- (v) **"Local Commercial Traffic"** means the traffic on account of commuting by a car, LCV, bus or truck, as the case may be, between the toll plaza and any point situated within 15 (fifteen) kilometers on either side of the toll plaza but does not include local traffic;
- (vi) **"Bridge"** means and includes any bridge, road over bridge or under bridge which is constructed, operated or maintained under a concession agreement;
- (vii) **"Bus"** means any passenger motor vehicle with a gross vehicle weight exceeding 12,000 (twelve thousand) kilograms;
- (viii) **"Bypass"** means and includes a bypass on a project highway which is constructed, operated or maintained under a concession agreement;
- (ix) **"Car"** means and includes any motor transport vehicle, car, jeep, van, omnibus or four wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7500 (seven thousand five hundred) kilograms, but does not include a Motor Cycle, Tractor or road roller;

- (x) "Concession Agreement" means an agreement entered into between the GSRDC and Concessionaire for Survey, Design, Engineer, Procure, Finance, Construct, Manage, Operate and Maintain the Project Highway at its cost and expense;
- (xi) "Concessionaire" means a person who has entered into a concession agreement with the GSRDC;
- (xii) "Government" means the Government of Gujarat;
- (xiii) "Gross Vehicle Weight" or "GVW" means in respect of any vehicle the total weight of the vehicle and load certified and registered under the Motor Vehicles Act, 1988;
- (xiv) "MAV or heavy truck" means any goods carrier with a gross vehicle weight exceeding 20,000 (twenty thousand) kilograms and includes a truck with three to six or more axles and earth moving equipment;
- (xv) "Light Commercial Vehicle" or "LCV" means any passenger vehicle or goods carrier with a Gross Vehicle Weight exceeding 7,500 (seven thousand five hundred) kilograms and includes a tractor with trailer but does not include a tractor, bus, truck or heavy truck;
- (xvi) "Project Highway" or "Highway" means any road or bypass that is constructed, operated maintained under a Concession Agreement;
- (xvii) "Road Overbridge/Underbridge" or "ROB/RUB" means and includes a road over bride/under bridge that crosses above/under a railway track and which is constructed, operated or maintained under a concession agreement
- (xviii) "Toll" means the toll charge per kilometer, payable by the user of a project highway, bypass, bridge or road overbridge/underbridge under these Rules;
- (xix) "Tractor" means a motor vehicle which is not itself constructed to carry any load other than the equipment used for the purpose of propulsion, but does not include a road roller;
- (xx) "Truck" means any goods carrier with a gross vehicle weight exceeding 12,000 (twelve thousand) kilograms and includes a road roller, but does not include a heavy truck;
- (xxi) "WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, Government of India and shall include any index which substitute the WPI and any reference to WPI shall, unless the context otherwise requires be constructed as a reference to the WPI publish for the period adjoining with the preceding month.

7. User Fee:

Actual amount of fee to be charged for the particular year at COD will be computed as under:

Capping rate of base fee escalated to 5% of inflation per year X _____ km for one way journey.

Annual Revision:

The aforesaid Fee will be revised once in every year by escalating the toll rates at an inflation rate of 5% p.a. For estimation of corridor level toll rate, this has to be rounded to nearest 5 Rupee.

For revision of Annual toll fee the base toll rate will be actual toll fee of preceding year, omitting the nearest rounding-off to five Rupees.

"Annual Revised Toll Rate = [Base Toll Rate for given section in year 2007 (without rounding off)] X ___ Kms of the section for one way journey X $(1+0.05)^n$

"n" refers to the number of anniversaries from the January 1, 2007.

The user Fee in year 2007 for Bus for Halol-Godhra-Shamlaji will be In the Year 2008 = $2.13 * 173.06 * (1+0.05)^1 = 387.05$ Rounded to Rs. 385. In the Year 2009 = $2.13 * 173.06 * (1+0.05)^2 = 406.40$ Rounded to Rs. 405. And similarly for remaining years shall be calculated.

8. Peak and off-peak User Fee

8.1 Concessionaire may, at any time after the fifth anniversary of appointed date, and after obtaining prior written approval of the GSRDC, which approval the GSRDC may in its discretion deny; determine and collect a higher and discounted Fee (the "differential Fee") for use of the project highway during peak and off-peak hours respectively in accordance with this Rule 8:

Provided, however, that such differential Fee shall not apply to local traffic and to frequent users availing of a lower toll charge under Rule 13.

8.2 Each such concessionaire shall for this purpose designate not more than six hours in a day as peak hours and a period equal to twice the peak hours as off-peak hours. During peak hours, a concessionaire may determine and collect a premium of upto 25 percent (twenty-five percent) on the applicable Fee or such higher premium as the GSRDC may by order permit. Simultaneously, with levy of such premium for peak hours, such concessionaire shall offer a discount during off-peak hours at a rate equal to twice the premium for peak hours. For the avoidance of doubt, the determination of differential fee shall be with reference to the time of entry of a user at the toll plaza of the project highway.

8.3 If the determination and collection of Differential Fee results in an increase in Realizable Fee, the difference thereof shall be notified by the Concessionaire to GSRDC within 7 (Seven) days of the close of the respective month; and 80% (eighty percent) of the difference shall be credited to the Safety Fund forthwith. For the avoidance of doubt, increase in Realizable Fee resulting from determination and collection of Differential Fee shall mean the gross amount collected from Differential Fee pursuant to this Clause 6.10, less gross revenues which would have been collected at the applicable Fee on the footing that the option to determine and collect Differential Fee pursuant to this Clause 6.10 has not been exercised by the Concessionaire.

9. **Additional Toll Plazas:** The concessionaire may in its discretion set up additional toll collection points and entry barriers on the project highway for the purpose of checking vehicles that may be using approach roads to the project highway for evasion of toll charges payable under these Rules; Provided that no such additional toll collection points or entry barriers shall be set up beyond a distance of about 10 (ten) km on either side of a toll plaza.

10. Exempted Vehicles

Vehicles specified in this Fee Notification shall be exempt from payment of toll.

11. Exemption for Local Traffic

No toll charges shall be levied or collected from a vehicle that uses part of the project highway and does not cross a toll plaza.

The Concessionaire shall not collect any Fee from Local Traffic and shall issue passes in respect thereof for commuting on Project Highway, but without crossing more than one Toll Plaza during the course of a day.

The concessionaire shall issue a monthly pass for local traffic and shall be entitled to charge a monthly fee equal to 5 (five) times the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway for defraying its expenses on issuing of passes and handling of Local Traffic; for on written request to be made by a local user and accompanied by (a) proof of residence such as a certificate from the Tehsildar/Naib Tehsildar/Block Development and Panchayat Officer or a ration card or voter identification card, and (b) the registration papers of the personal car for which such pass is required. Only a car registered in the name of the local user and bearing the address as specified in the aforesaid proof of residence shall be eligible for a monthly pass. Upon presentation of the proof of residence and the registration papers, the concessionaire shall retain a photocopy thereof and return the original documents forthwith.

12. After Provision of Service Roads:

Notwithstanding anything to the contrary contained in this Agreement, upon construction of service lanes, the Local Traffic, Tractors, animal-drawn vehicles and two-wheelers shall be entitled to free user thereof, and the Concessionaire shall be entitled to refuse entry of such vehicles on the carriageway of the Project Highway, as the case may be, except upon payment of Fee in accordance with the Fee Notification. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to set up temporary or permanent Fee Collection booths, entry barriers or such other restrictions on the service lane, as may reasonably be necessary for preventing such evasion in accordance with the provisions of Clause 6.8.

13. Discounted Fee for frequent Users

The Concessionaire shall, upon request from any person, issue a return pass on payment of a sum equal to 160% (one hundred and sixty percent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey on the same day as the outward journey.

The Concessionaire shall, upon request from any person for issue of 20 (twenty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to 80% (eighty percent) of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time during a period of one month (calendar month) or part thereof.

14. Additional charge for evasion of Fee

In the event that any vehicle uses the Project Highway without payment of Fee due, the Concessionaire shall, subject to Applicable Law and Applicable Permits, be entitled to determine and collect from such vehicle the Fee due and an equivalent amount towards predetermined liquidated damages for attempt to make unauthorized use of the Project Highway; provided that the determination and collection of such Fee and liquidated damages shall be at the risk and cost of the Concessionaire and GSRDC shall not in any manner be liable on account thereof; provided further that upon detection of overloading, the Concessionaire shall prevent the vehicle from using the project highway until the excess load has been removed from such vehicle and GSRDC shall not be liable for any act or omission of the Concessionaire in relation to such vehicle or person driving such vehicle.

15. Additional fee for overloaded vehicles

Subject to the provisions of Clause 14 above and without prejudice to the liability incurred under the Applicable Laws by any person driving a vehicle that is loaded in excess of the permissible limit set forth in such laws, the Concessionaire, shall not allow any such vehicle to use the Project Highway. At the same time payment of an additional fee (the "Additional Fee") in lieu of the damages, deterioration that may have caused to the Project Highway by such use. The Additional Fee shall not exceed:

- (a) 50% (fifty percent) of the Fee if the overloading of such vehicle exceeds 10% (ten percent) of the permissible load but is not greater than 20% (twenty percent) thereof; and
- (b) 100% (one hundred percent) of the Fee if such overloading exceeds 20% (twenty percent) of the permissible load:

Provided that the Additional Fee shall be levied on the basis of actual Gross Vehicle Weight as measured by a standardized static weighing machine to be installed by the Concessionaire at each of the Toll Plazas:

Provided further that determination and collection of Additional Fee shall be regulated and enforced entirely at the risk and cost of the Concessionaire and it shall have no claim against GSRDC in the event of its inability or failure to collect such Additional Fee in full or part for any reason whatsoever or any matter relating thereto.

16. Display of Fee rates

The Concessionaire shall, at the beginning of the Project Highway and near the Toll Plazas, prominently display the applicable rates of Fee for information of Users approaching from either side of the Project Highway.

The Concessionaire shall, from time to time, inform GSRDC of the applicable Fee and the detailed calculation thereof. Such information shall be communicated at least 15 (fifteen) days prior to the revision of Fee under and in accordance with the Fee Notification.

The Concessionaire shall not revise, display or collect any amounts in excess of the rates of Fee payable under the Fee Notification. In the event any excess amounts are collected by or on behalf of the Concessionaire, it shall, upon receiving a notice to this effect from GSRDC, refund such excess amounts to GSRDC along with Damages equal to 25% (twenty five percent) thereof.

The rates of Fees, the Categories of vehicles exempted from payment of Fee and the name, address and telephone number of Concessionaire to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed 500 meters ahead of the toll booth, 100 meters ahead of the toll booth and at the toll booth also, the height of the display boards and size of letters being such that it is easy for drivers to read the display boards and they shall be legibly written or printed in English, Hindi and the regional language of the area in which the stretch is situated.

17. Rounding off Toll Charges

Toll charges to be collected from each vehicle under these Rules shall be rounded off to the nearest Five Rupee.


18. The Concessionaire shall nominate an officer as in-charge of fee collection. The Concessionaire and also the said officer shall be responsible to ensure that Fees are collected at not more than the agreed rates and the Fee collected is smooth without causing undue hardship to the road users and for all matters connected therewith.
19. The concessionaire shall publish substance of this notification and the scheme of discount to frequent users, as provided in the Concession Agreement, in two local newspapers (one of which shall be in vernacular language), which shall also state the date of commercial operation as per the provision of this notification. Such substance shall also be repeated, prior to giving effect to revised Fees as per this notification.
20. **Unauthorized Collection**

In the event that a concessionaire collects from any person a sum of money not due and payable hereunder, the concessionaire shall be liable to refund to such person forthwith the amount so collected along with sum computed @ 3 percent (three percent) of the amount so collected for each day from the date of collection till the date of refund, by way of damages. In the event that such amount together with damages computed in the manner as aforesaid is not paid to such person for any reason whatsoever, the same shall be deposited with the GSRDC within a period of 15 (fifteen) days from the date of such collection.

Any dispute relating to amounts payable by the concessionaire under Rule 20 shall be settled by the GSRDC.

Any person aggrieved in connection with the collection of toll may lodge a complaint to the GSRDC. The GSRDC shall pass orders on such complaint within a period of 15 (fifteen) days.

By order and in the name of Governor of Gujarat.


(A. N. Mistry)
Officer on Special Duty,
R&B Department,
Government of Gujarat

Copy to :

- ♦ PS to Hon'ble Minister, R&B Department.
- ♦ Secretary R&B D,
- ♦ Managing Director, Gujarat State Road Development Corporation Ltd., Nirman Bhavan, Gandhinagar.
- ♦ The Collector, Panchmahal District, Godhara.
- ♦ The Collector, Mahisagar District, Lunawada.
- ♦ The Collector, Sabarkantha District.
- ♦ The Collector, Aravalli District, Modasa.
- ♦ The District Superintendent of Police, Panchmahal District.
- ♦ The District Superintendent of Police, Mahisagar District, Lunawada.
- ♦ The District Superintendent of Police, Sabarkantha District.
- ♦ The District Superintendent of Police, Aravalli District, Modasa.
- ♦ The Executive Engineer, R&B Division, Godhra.
- ♦ The Executive Engineer, R&B Division, Lunawada.
- ♦ The Executive Engineer, R&B Division, Himmatnagar.
- ♦ The Executive Engineer, R& B Division, Modasa.
- ✓ M/s L&T Halol-Shamlaji Tollway Ltd., Ahmedabad.

COVER NOTE:

SHRI. NITINBHAI PATEL

Hon. Minister - Health, Medical Education, Family Welfare, Road and Building, Capital Project

Sub: Halol Godhra Shamlaji (HSTL) BOT (Toll) Project L&T IDPL in Gujarat offered by GSRDC.

Current Setback: Project has defaulted on loan repayments and has been downgraded to D category by rating agencies - first time in history of L&T group.

PROJECT ISSUES:

- 173 km project offered to L&T IDPL on BOT (Toll) basis in August 2008
- Project under severe financial issues due leakage of almost 75% of commercial traffic
- Leakage due to SH59 improved by GOG on BOT (Annuity) basis and GSRDC improving and developing a 4.4 km connecting road between HSTL and SH59 (Modassa bypass)
- Causing diversion of 2800 MAVs a day - revenue loss of Rs 17.87 lakhs per day (cumulative loss of Rs 118 Cr till 30/06/2015 and loss of Rs 134 Cr with interest at 11%).
- L&T IDPL has infused Rs 261 Cr as promoter's Equity in the Project. Due to the leakage, L&T IDPL has been forced to infuse additional funds - Rs 180 Cr (till Mar, 2015)
- Promoter has expressed inability to support with further fund infusion, which is not required under terms of agreement/loan - was being done to keep the project active.
- This has caused the SPV to default on loans and unless immediate steps are taken, and resolved by 31/12/2015, the Project might slip to Non-Performing Asset category.

REQUEST MADE TO HON. MINISTER:

1. Permit reach rationalisation of Multi Axle Vehicles alone (similar to solution offered in Ahmedabad Mallya project) - Total toll rates to remain same, Toll rates for MAVs for TP 3 and TP 4 to be merged and collected in TP 4. No changes for other categories - working without any issues in case of AMTL. Exemption for local MAVs. Legal opinion obtained, which confirms the proposal.
2. GOG has set up toll plaza in SH 59 and has been collecting toll since 01/04/2016. This has also helped the Government to partially recover the Annuity to be paid for that Project. However the project is only partially tolled (only 52.82km out of 108.4km under toll). Request to add the remaining length also for tolling.
3. Tolls in Vadodara Halol stretch is very high (due to the CA for the project), impacting HSTL project also. Per km toll rates for MAV is Rs 11 against Rs 4.6 in HSTL and as per standard policy. Request to align the rates to standard policy, will help Vadodara Halol since more traffic will get added.

IMPACT

- The anticipated cash shortfall of Rs 758 Cr (Rs 999 Cr less revenue share payable) shall reduce to Rs 262 Cr during 2016 to 2024, project will turn positive from 2022
- Substantial improvement in the current financial position. Project rating would improve and will facilitate refinancing. Shortfall will be reduced almost completely.
- Will help Concessionaire hold on to the project and stay in.