



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**  
(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर VIII. & P.O.- Bhatjanga, Krishnagar  
जिला-नदीया, पिन-741102, Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / piukrishnagar@gmail.com

Memo No: 24467/NHA/PIU-Krishnagar/W-39 & W-49  
To,

Date: 11.01.2022

The Authorized Representative

SEW Krishnagar- Baharampur Highways Ltd.

95/1, M.G. Road, Near District Judge Bungalow,

P.O. Krishnagar, Dist. Nadia, PIN - 741101.

Sub: Four laining of Krishnagar-Baharampore section of NH-34 from Km. 115.00 to KM. 193.000 in the state of West Bengal under NHDP phase III on DBFOT(Annuity) basis (Package No. NHDP/III/BOT/WB/02)- Invoice for Fourth Annuity payment - reg.  
Ref:

1. Agreement Signed on: 16.06.2011
2. Appointment Date: 10.01.2012
3. Completion Period: 910 days
4. Tripartite Agreement: 21.10.2016
5. PCOD for 65.018 Km achieved on 10.02.2020
6. IE letter no: YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
7. NHA Letter no:21593/NHA/PIU-Krishnagar/W-39 & W-49 dated 04.01.2021
8. Concessionaire Letter no: SKBHL/NHA/1328 dated 02.06.2021
9. NHA Letter no:22626/NHA/PIU-Krishnagar/W-39&W-49dated 03.06.2021
10. NHA Letter no: 22652/NHA/PIU-Krishnagar/W-39 & W-49 dated 10.06.2021
11. IE Letter no: YEFIPL/21/Krishnagar/IE- 4813 dated 25.06.2021
12. NHA Letter no. 22734/NHA/PIU-Krishnagar/W-39 & W-49 dated 29.06.2021
13. IE Letter No : YEFIPL/21/Krishnagar/IE- 4840 dated 03.07.2021
14. NHA Letter no: 22795/NHA.PIU-Krishnagar/W-39& W-49 Dated 19.07.2021
15. Concessionaire letter no. SKBHL/NHA/1350 Dated 09.12.2021
16. NHA Letter no: 24290/NHA.PIU-Krishnagar/W-39& W-49 Dated 10.12.2021
17. NHA Letter no: 24290/NHA.PIU-Krishnagar/W-39& W-49 Dated 10.12.2021
18. NHA Letter no: 24336/NHA.PIU-Krishnagar/W-39& W-49 Dated 20.12.2021
19. IE Letter no: YEFIPL/21/Krishnagar/IE- 5147 dated 30.12.2021

Sir,

This is for your ready reference to your concessionaire letter u/r (15), vide which you have submitted 4<sup>th</sup> Annuity invoice along with missed annuity. NHA vide letter u/r (9) has requested the Independent Engineer to submit comments/ Views/ recommendation on the submission made in this regards.

Further to IE's recommendation on 1st and 2nd annuities and 3rd Annuities, The IE has forwarded the following recommendation in payment of 4<sup>th</sup> Annuities vide letter u/r (1) which is as under

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS remaining after 1st annuity payment	1,43,06,99,817	2,98,53,69,071 - 1,70,46,69,254, (refer 1st Annuity) + 15,00,00,000 (additional amount released on 08.01.2021)
2	Annuity Amount	61,20,00,000	As per CA
3	90% of S.No. 2 above	55,08,00,000	As per CA provisions
4	TDS@ 1.5%	82,62,000	
5	Net Paid to Escrow Account (As per IE) (3-4)	54,25,38,000	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement		
6	6 (h) (i) : Taxes		- Considered at 4 above
7	6 (h) (ii): Payments related to construction of highway	0	
8	6 (h) (iii): O&M Expenses	4,65,59,778	As per IE recommendation
9	6 (h) (iv): O&M Expenses borne by Authority	0	O&M expenses of the Authority
10	6 (h) (v): Concession Fee	0	

11	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1st Annuity payment
12	6 (h) (vii): Principal payment of NHA to the extent of restored annuities	0	Paid during 1st Annuity payment
13	Sub Total (Sr. 6 to 12)	4,65,59,778	
14	Remaining Amount (5-13)	49,59,78,222	Total amount remaining after making payments as per waterfall mechanism up to clause 6(h)vii of Tripartite Agreement
15	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	5,89,86,453	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Compounded interest on Unrecovered interest on Rs.150000000/- from 3rd annuity (from 08.01.2021 to 04.07.2021)	55,83,538	Rs.15 crore- released from OTFIS on 08.01.2021. Interest on 15 crore from 08.01.2021 to 04.07.2021 has been Rs.5382740/- plus Interest on Rs.5382740/- for period 05.07.2021 to 04.01.2022 has been Rs.200798/- . (It was not considered in 3rd Annuity Payment).
B	Compounded interest on unrecovered interest on OTFIS outstanding for 3 days (during 3rd to 4th Annuity)	9,02,111	Days between 3rd Annuity to 4th Annuity is 184 while it was considered 181 days. Interest on outstanding OTFIS Facility for 3 days is Rs.870179/- and Interest on Rs.870179/- t for the period from 4th to 5th Annuity has been Rs.31932/- .
c	Interest from 4th Annuity to 5th annuity	5,25,00,804	Interest on remaining OTFIS Facility



16	Amount remaining with Concessionaire (14-15)	43,69,91,769	This amount is to be used to make payment of interest on Senior Debt, remaining Principal Amount of OTFIS, Principal Amount of Senior Debt, subject to a ceiling of 1% (in the same order)
17	6 (h) (ix): Monthly proportionate provision of servicing interest due on Senior Debt Facility till payment of next annuity	1,00,42,44,521	
(a)	Unrecovered interest of the PCOD to 1st Annuity Period	0	Recovered in 3rd Annuity
(b)	Unrecovered Interest from 2nd Annuity to 3rd Annuity ((Rs.363283447-Rs.412281850-Rs.19353962)	6,83,52,365	
	Unrecovered Interest from 3rd Annuity to 4th Annuity	44,31,94,228	As per SBI letter no. SBI/SARG/INFRA-2/AMT-2/2021-22/94 dated 14.12.21. IE cannot verify the amount as no financing documents are available with IE.
(c)	Interest from 4th Annuity to 5th Annuity	49,26,97,928	
18	Final Amount remaining with Concessionaire (16-17)	-56,72,52,752	

However, after a meeting held in this regard, nothing concrete decision has come out in this matter, hence, as per approval of NHAI HQ finance and NHAI shall setoff as per clause 33.4 of the Concession agreement during payment of 1st annuity may be done and NHAI OTFIS principle may be recovered in the interest of NHAI as first charge basis.

As approved by the Competent Authority, NHAI, (F/A) RO, Kolkata had released 4<sup>th</sup> annuity payment to the Concessionaire i.e. 90% of payable annuity amounting to Rs 55,08,00,000.00 as approved along with release of O&M expenditure to the Concessionaire Sub Escrow account & interest on outstanding OTFIS to be adjusted with net amount and balance of Rs. 44,36,70,575.54 to be set off from the



principle amount of OTFIS outstanding i.e. Rs. 80,57,92,372.29 as per Clause no. 33.4 of CA.

Summary of amount recovery and release of payment to the Concessionaire as per 33.4 clause of the CA for which Competent Authority accorded approval are as under

Sl no.	Particular	Amount (Rs)
1	Principal Amount of 4th Annuity Payment	55,08,00,000.00
2	Less: TDS u/s 194C @2%	1,10,16,000.00
3	<b>Net Payable after TDS [1-2]</b>	<b>53,97,84,000.00</b>
4	Interest Accrued on OTFIS	5,89,86,453.00
5	Amount to be released for O &M Expenses to the Concessionaire	4,65,59,778.00
6	Amount available for recovery against OTFIS=3-4-5	43,42,37,769.00
6	Principal Amount of OTFIS outstanding after 3 <sup>rd</sup> annuity	80,66,88,646.00
7	Total outstanding OTFIS after 4th Annuity after set off as per Clause no. 33.4 of CA	<b>37,24,50,877.00</b>

Accordingly Rs. 4,65,59,778/- ( Four Crore Sixty-five lakhs Fifty-nine thousand Seven hundred Seventy Eight only ) has been released to your bank account on 06.01.2022.

This is for your kind information please.

Encl.: Correspondences u/r

Yours faithfully,

(S. Pal)

Project Director

Copy to:

1. The CGM(Tech.) & RO-Kolkata-for kind information
2. The Authorized Representative, SEW Krishnagar-Baharampore Highways Ltd.-for information & necessary action.
3. SARG Infra/State Bank of India, Senior Lenders- for kind information & necessary action

YEFIPL/21/Krishnagar/IE- 4813

25<sup>th</sup> June 2021

The Project Director,  
Project Implementation Unit - Krishnagar  
National Highways Authority of India,  
Vill. + Post. Bhatjanga, Krishnagar  
Dt. Nadia, PIN - 741 101 (West Bengal)  
Tel. No: 03472 - 271 713

Sub: Independent Engineer services for Four Laning of Krishnagar - Baharampore section of NH-34 from km.115.00 to km.193.00 in the State of West Bengal under NHDP Phase III on DBFOT (Annuity) Basis (Package No. NHDP III/BOT/WB/02) -Invoice for Third Annuity payment along with missed annuities- reg.

Ref:

1. Agreement Signed on: 16.06.2011
2. Appointment Date: 10.01.2012
3. Completion Period: 910 days
4. Tripartite Agreement: 21.10.2016
5. PCOD for 65.018 Km achieved on 10.02.2020
6. IE letter no: YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
7. NHAI Letter no:21593/NHAI/PIU-Krishnagar/W-39 & W-49 dated 04.01.2021
8. Concessionaire Letter no: SKBHL/NHAI/1328 dated 02.06.2021
9. NHAI Letter no:22626/NHAI/PIU-Krishnagar/W-39&W-49dated 03.06.2021
10. NHAI Letter no: 22652/NHAI/PIU-Krishnagar/W-39 & W-49 dated 10.06.2021

Dear Sir,

This is in reference to the Authority letter u/r (9), vide which the Authority has requested the Independent Engineer to submit comments/Views/recommendation on the submission made by the Concessionaire vide its letter u/r (8). The Concessionaire vide its letter u/r(8) has submitted the Third Annuity Invoice for release of full annuity payment towards the 3<sup>rd</sup> invoice along with a request to release 1.66 annuities recommended earlier by IE and 10% amount withheld from the restored annuities, 1<sup>st</sup> annuity and the 2<sup>nd</sup> annuity. IE's observation and recommendation are as under:

1. **Concessionaire's request for release of full annuity amount (100%):** The Provisional Completion Certificate has been issued by the Independent Engineer vide letter no. YJFISPL/20/Krishnagar/IE-4072 dated 17.02.2020 with effect from 10.02.2020. Since the Completion Certificate has not been issued as per Clause 14.2 of the CA, the Concessionaire is entitled to get payment as per clause 27.1.2 only, wherein it is specified that "In case the Concessionaire achieved CoD pursuant to Provision of the Clause 14.3.2 of this agreement, then it would be entitled to 90% of the Annuity payable till the Completion Certificate is issued as per provision of the Clause 14.2 of this agreement". Hence, the request for release of the full annuity amount is not acceptable.

As per the CA, Annuity payment shall be done as per Schedule-M which has been modified as per the actual appointed date and was submitted along IE letter u/r (6). As per the updated schedule-M, the Concessionaire is to receive 3<sup>rd</sup> annuity payment on 04.07.2021.

In view of the above, the amount of 3<sup>rd</sup> annuity payable to the Concessionaire shall be as under:

- Annuity payable on 04.07.2021 = Rs. 61,20,00,000.00
- As per clause 27.1.2 of CA, 90% of annuity is payable until completion certificate is issue. Therefore, Total payable mount=(61,20,00,000x0.90)= Rs. 55,08,00,000.00

YONGMA Engineering Co. Ltd.  
602-1,603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebond@vmena.in. anilverma@vmena.in)

Feedback Infra Pvt. Ltd.  
10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.n@feedbackinfra.com

Received on 26/06/21  
N. H. A. I. PIU-Krishnagar  
(Contents not verified)

SKBHL  
Sigr. : Sude  
Date : 26/06/2021

2. **1.66 annuities recommended earlier by IE:** The Authority is yet to approve 1.66 annuities recommended by the IE. Until the approval is received, these annuities cannot be considered for release.
3. As per the waterfall mechanism under Clause 6 (h) (iii) of the Tripartite Agreement, O&M expenses shall be released from the annuity amount, subject to the ceiling set forth if any in the Financing Agreements. The Concessionaire in its letter u/r (8) had requested release of O&M expense for 23 months from 10.02.2020 to 04.01.2022 amounting to Rs 22.18 Cr.

The Concessionaire vide its letter no SKBHL/NHAI/1326 dt.11.05.2021 had informed that the estimate for carrying out O&M activities for 12 month is Rs. 9,31,19,556.00. With respect to the Concessionaire's letter the per month expenditure for O&M activity is Rs. 77,59,963.00, therefore for O&M activities for 23 months the expenditure should be Rs 17,84,79,149.00.

The Authority as per its letter u/r (7) has already released Rs. 5,16,03,756.00 against O&M activity during 2<sup>nd</sup> Annuity Payment.

Therefore, for carrying out O&M activities an amount of Rs.  $(17,84,79,149 - 5,16,03,756) = \text{Rs. } 12,68,75,393.00$  can be released to the Concessionaire from the 3<sup>rd</sup> annuity invoice. Since IE is not having the Financing Agreements, it is requested that NHAI may check the ceiling if any, set forth in the Financing Agreements before release of the O&M expenses.

4. As per 3.1 (d) of tripartite agreement, till the principal amount under the NHAI OTFIS facility are repaid or recovered, they shall at all times carry an interest rate equal to 2% above the Bank rate of RBI. As and when the bank rate of RBI changes, the interest rate applicable to the principal amount outstanding under the NHAI OTFIS facility shall also undergo a corresponding change. Interest will be compounded annually and calculated on the daily outstanding balance of NHAI OTFIS facility and interest thereon that shall have become due but remained to have been paid. In the event of any tax being imposed so paid/payable, such amount shall be recovered over and above the applicable interest liability to NHAI.
5. Further to IE's recommendation on 1<sup>st</sup> and 2<sup>nd</sup> annuities, the Authority after making necessary recovery as per waterfall mechanism with respect to clause 6(h) of the Tripartite agreement, has informed vide its letter u/r (7), that an outstanding OTFIS facility of Rs. 102,46,49,001.00 is yet to be recovered. The calculation as per the IE for the 1<sup>st</sup> and 2<sup>nd</sup> Annuity payments as per the Tripartite Agreement is as follows –

**a. 1<sup>st</sup> Annuity Payment**

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS	2,98,53,69,071	
2	Annuity Amount	48,75,82,417	Based on pro-rate basis
3	Restored Annuity	2,39,90,40,000	
4	Total Payable (2+3)	2,88,66,22,417	
5	90% of S.No. 4 above	2,59,79,60,175.30	
6	TDS@ 1.5%	3,89,69,403	
7	Net Paid to Escrow Account (As per IE) (5-6)	2,55,89,90,773	



S.No	Particulars	Amount (INR), rounded off	Remarks
	<b>Waterfall for payments as per Cl. 6(h) of tripartite agreement</b>		
8	6 (h) (i) : Taxes	-	Considered at 6 above
9	6 (h) (ii): Payments related to construction of highway	0	
10	6 (h) (iii): O&M Expenses	0	
11	6 (h) (iv): O&M Expenses borne by Authority	41,26,79,604	O&M expenses of the Authority, (1) 35,55,86,115 – O&M expenses of the Authority (2) 5,70,93,489 – IE fee recoverable from the Concessionaire
12	6 (h) (v): Concession Fee	0	
13	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	45,44,66,746	
14	6 (h) (vii): Principal payment of NHA1 to the extent of restored annuities	1,70,46,69,254	Actual Restored Annuity, 2,15,91,36,000 (90% of amount) - Interest of OTFIS till PCOD, 45,44,66,746
15	<b>Sub Total (Sr. 8 to 14)</b>	<b>2,57,18,15,604</b>	
16	<b>Remaining Amount (7-15)</b>	<b>-1,28,24,831.33</b>	<b>Total amount remaining after making payments as per waterfall mechanism upto clause 6(h) vii of tripartite agreement. The unrecovered amount is to be adjusted with 2<sup>nd</sup> Annuity Payment</b>
17	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	13,61,42,291	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Interest from PCOD till Payment of 1 <sup>st</sup> annuity	8,83,66,924	
b	Interest from 1 <sup>st</sup> Annuity to Second annuity	4,77,75,366	
18	Total Unrecovered Interest (17 – 16)	13,61,42,291	No amount left for Interest recovery
19	Amount remaining with Concessionaire (16-17)	0	No amount remaining for making payments further as per Tripartite Agreement.

From the above, as per the IE, from the amount released to the Concessionaire under the 1st Annuity payment (and restored annuity), there is no amount left for full recovery of dues payable to the Authority as per 6 (h) (iv) of the Tripartite agreement onwards. Subsequently, since dues towards the Authority as per 6 (h) (iv) and interest as per clause 6 (h) (vii) was not recovered, the same is to be recovered from the payment of 2nd annuity.



**b. 2<sup>nd</sup> Annuity Payment**

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS remaining after 1 <sup>st</sup> annuity payment	1,28,06,99,817	2,98,53,69,071 - 1,70,46,69,254, refer table above
2	Annuity Amount	61,20,00,000	As per CA
3	90% of S. No. 2 above	55,08,00,000	As per CA provisions
4	TDS@ 1.5%	82,62,000.00	
5	Net Paid to Escrow Account (As per IE) (3-4)	54,25,38,000.00	
<b>Waterfall for payments as per Cl. 6(h) of tripartite agreement</b>			
6	6 (h) (i) : Taxes	-	Considered at 4 above
7	6 (h) (ii): Payments related to construction of highway	0	
8	6 (h) (iii): O&M Expenses	5,16,03,756	As considered by Authority in payment of 2 <sup>nd</sup> Annuity
9	6 (h) (iv): O&M Expenses borne by Authority	1,28,24,831	Unrecovered amount from the 1 <sup>st</sup> Annuity payment
10	6 (h) (v): Concession Fee	0	
11	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
12	6 (h) (vii): Principal payment of NHA1 to the extent of restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
13	Sub Total (Sr. 6 to 12)	6,44,28,587	
14	Remaining Amount (5-13)	47,81,09,413	Total amount remaining after making payments as per waterfall mechanism upto clause 6(h)vii of tripartite agreement
15	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	18,82,17,378	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Compounded Interest of unrecovered interest amount from 1 <sup>st</sup> Annuity	14,12,20,958	
b	Interest from 2 <sup>nd</sup> Annuity to 3 <sup>rd</sup> annuity	4,69,96,420	
16	Amount remaining with Concessionaire (14-15)	28,98,92,035	This amount is to be used to make payment of interest on Senior Debt, remaining Principal Amount of OTFIS, Principal Amount of Senior Debt, subject to a ceiling of 1% (in the same order)

*[Signature]*

From the above, as per the IE, from the amount released to the Concessionaire under the 2<sup>nd</sup> Annuity payment, the amount of Rs. 28.99 crore is to be used to make payment as per Tripartite Agreement clause 6 (h) (ix) onwards. Since, IE is not privy to the interest and principal amount of the Senior Debt of the Lenders, further calculations cannot be done by the IE and same needs to be taken from the Lenders and verified by the Authority as per the clauses of the Tripartite Agreement.

6. Further, as per para 5 above, the Authority has informed that an amount of Rs. 102,46,49,001.00 is yet to be recovered which is different from the IE calculations as per the Tripartite Agreement. Considering the same, it is kindly requested that NHAI may re-validate the above calculations from their respective Financial / Legal department or Experts.

7. The Senior Lender SBI vide its letter no SARG/INFRA-II/AMT-3/20-21/88 dated 25.09.2020 has informed that during the release of 1<sup>st</sup> and 2<sup>nd</sup> annuity amount along with missed annuity, the Authority had not adhered to the waterfall mechanism as per clause 6(h) of the Tripartite agreement and had not considered

I. Monthly Proportionate provision of servicing interest due on the Senior Debt Facility till payment of next annuity.

II. Payment of 1% of the principal amount of the senior debt facility after PCOD/COD

The Authority vide its letter u/r (10) has forwarded the SBI letter no SARG/INFRA-II/AMT-3/20-21/13 dated 09.06.2021 vide which the senior lender has stated that with respect to clause 6 (h).IX of the Tripartite Agreement, the senior lenders are entitled to 1% on the principal amounting to Rs. 17,51,98,119.20 for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Annuity. Hence, in view of the Para 6 above, it kindly informed while considering the applicable priority as per waterfall mechanism, there is no amount left for release of Senior Lender's interest and principal in the 1<sup>st</sup> Annuity payment; however considering the amount left from 2<sup>nd</sup> annuity, interest of Senior Debt may be serviced from 2<sup>nd</sup> annuity payment. However, as informed earlier, IE does not have the information of interest due which is to be serviced from the remaining amount of the second annuity and the same needs to be verified by NHAI.

8. Concerning all the above, the summary of annuity to be released and to be recovered from the 3<sup>rd</sup> annuity invoice is as below:

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS remaining after 1 <sup>st</sup> annuity payment	1,28,06,99,817	2,98,53,69,071 - 1,70,46,69,254, refer 1 <sup>st</sup> Annuity table at para 5 above
2	Annuity Amount	61,20,00,000	As per CA
3	90% of S.No. 2 above	55,08,00,000	As per CA provisions
4	TDS@ 1.5%	82,62,000.00	
5	Net Paid to Escrow Account (As per IE) (3-4)	54,25,38,000.00	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement		
6	6 (h) (i) : Taxes	-	Considered at 4 above
7	6 (h) (ii): Payments related to construction of highway	0	
8	6 (h) (iii): O&M Expenses	12,68,75,393	As per IE recommendation
9	6 (h) (iv): O&M Expenses borne by Authority	0	O&M expenses of the Authority
10	6 (h) (v): Concession Fee	0	

S.No	Particulars	Amount (INR), rounded off	Remarks
11	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
12	6 (h) (vii): Principal payment of NHA1 to the extent of restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
13	<b>Sub Total (Sr. 6 to 12)</b>	<b>12,68,75,393</b>	
14	<b>Remaining Amount (5-13)</b>	<b>41,56,62,607.00</b>	<b>Total amount remaining after making payments as per waterfall mechanism up to clause 6(h)vii of Tripartite Agreement</b>
15	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	4,77,75,366	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Unrecovered interest from 2 <sup>nd</sup> annuity	0	Paid from 2 <sup>nd</sup> annuity
b	Interest from 2 <sup>nd</sup> Annuity to 3 <sup>rd</sup> annuity	4,77,75,366	
16	<b>Amount remaining with Concessionaire (14-15)</b>	<b>36,78,87,241</b>	This amount is to be used to make payment of interest on Senior Debt, remaining Principal Amount of OTFIS, Principal Amount of Senior Debt, subject to a ceiling of 1% (in the same order)

Based on the above, the Authority is hereby requested to release Rs. 55,08,00,000.00 under 3<sup>rd</sup> Annuity Payment. The recoveries are to be made as per the waterfall mechanism explained in the table above. Considering the interest and principal (1%) of Senior Debt is not known by the IE, the same needs to be validated by NHA1 before making necessary recovery from the Sub-Escrow account as per the Tripartite Agreement.

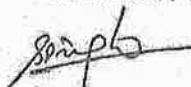
IE also recommends, the issue of deductions / recoveries to be made as per the Tripartite Agreement may be discussed by NHA1 and Senior Lender in a joint meeting to avoid further issues in subsequent Annuity payments as per Cl. 6 (i) of the Tripartite Agreement.

This letter is issued with the approval of the Competent Authority of Independent Engineer.

This is for your kind information and record please.

Thanking you,

For **Yongma Engineering Co. Ltd.** In Association with  
**Feedback Infra Pvt. Ltd.**

  
(S.P. Singh)

Acting Team Leader cum Resident Engineer

Encl: Letters under reference.

Cc: 1. The CGM (Tech.) & RO-Kolkata, NHA1  
2. Authorized Representative, SKBHL, Krishnagar.





**FEEDBACK INFRA**  
Private Limited

**YONGMA Engineering Co. Ltd.**  
In Association with  
**Feedback Infra Pvt. Ltd.**

**Independent Engineer**  
NH-34, Package No. - NHDP-III/SOTWB/02

**Project Office:**  
First Floor above Econ Express  
Bakultala Para, Bhatjanga Road  
Opposite FCI Godown, Next to Milan Mandir Club,  
Krishnagar Distt. - Nadia - 741102 (West Bengal)  
Phone No.: 03472 271818

YEFIPL/21/Krishnagar/IE- 4840

03rd July' 2021

The Project Director,  
Project Implementation Unit - Krishnagar  
National Highways Authority of India,  
Vill. + Post. Bhatjanga, Krishnagar  
Dt. Nadia, PIN - 741 101 (West Bengal)  
Tel. No: 03472 - 271 713

Sub: Independent Engineer services for Four Laning of Krishnagar - Baharampore section of NH-34 from km.115.00 to km.193.00 in the State of West Bengal under NHDP Phase III on DBFOT (Annuity) Basis (Package No, NHDP III/BOT/WB/02) - Invoice for Third Annuity payment along with missed annuities- reg.

Ref:

1. Agreement Signed on: 16.06.2011
2. Appointment Date: 10.01.2012
3. Completion Period: 910 days
4. Tripartite Agreement: 21.10.2016
5. PCOD for 65.018 Km achieved on 10.02.2020
6. IE letter no: YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
7. NHA Letter no: 21593/NHA/PIU-Krishnagar/W-39 & W-49 dated 04.01.2021
8. Concessionaire Letter no: SKBHL/NHA/1328 dated 02.06.2021
9. NHA Letter no: 22626/NHA/PIU-Krishnagar/W-39&W-49 dated 03.06.2021
10. NHA Letter no: 22652/NHA/PIU-Krishnagar/W-39 & W-49 dated 10.06.2021
11. IE Letter no: YEFIPL/21/Krishnagar/IE- 4813 dated 25.06.2021
12. NHA Letter no. 22734/NHA/PIU-Krishnagar/W-39 & W-49 dated 29.06.2021

Dear Sir,

This is in reference to the Authority letter u/r (9), vide which the Authority has requested the Independent Engineer to submit comments/Views/recommendation on the submission made by the Concessionaire vide its letter u/r (8). NHA further sent letter u/r (12) above vide which it was requested to consider the request from the Bank cited in letter u/r (10) above. The Concessionaire vide its letter u/r (8) has submitted the Third Annuity Invoice for release of full annuity payment towards the 3rd invoice along with a request to release 1.66 annuities recommended earlier by IE and 10% amount withheld from the restored annuities, 1st annuity and the 2nd annuity. IE's observation and recommendation are as under:

1. **Concessionaire's request for release of full annuity amount (100%):** The Provisional Completion Certificate has been issued by the Independent Engineer vide letter no. YFISPL/20/Krishnagar/IE-4072 dated 17.02.2020 with effect from 10.02.2020. Since the Completion Certificate has not been issued as per Clause 14.2 of the CA, the Concessionaire is entitled to get payment as per clause 27.1.2 only, wherein it is specified that "In case the Concessionaire achieved CoD pursuant to Provision of the Clause 14.3.2 of this agreement, then it would be entitled to 90% of the Annuity payable till the Completion Certificate is issued as per provision of the Clause 14.2 of this agreement". Hence, the request for release of the full annuity amount is not acceptable.

As per the CA, Annuity payment shall be done as per Schedule-M which has been modified as per the actual appointed date and was submitted along IE letter u/r (6). As per the updated schedule-M, the Concessionaire is to receive 3rd annuity payment on 04.07.2021.

**YONGMA Engineering Co. Ltd.**  
602-1, 603-2, Fantom theme park, 7, Gumil-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebona@vmend.in, anilverma@vmend.in)

**Feedback Infra Pvt. Ltd.**  
10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002 Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: salish.ni@feedbackinfra.com

Received on 05/07/21  
N. H. A. I. PIU-Krishnagar  
(Contents not verified)



In view of the above, the amount of 3<sup>rd</sup> annuity payable to the Concessionaire shall be as under:

- Annuity payable on 04.07.2021 = Rs. 61,20,00,000.00
- As per clause 27.1.2 of CA, 90% of annuity is payable until completion certificate is issue. Therefore, Total payable amount =  $(61,20,00,000 \times 0.90)$  = Rs. 55,08,00,000.00

2. **1.66 annuities recommended earlier by IE:** The Authority is yet to approve 1.66 annuities recommended by the IE. Until the approval is received, these annuities cannot be considered for release.

3. As per the waterfall mechanism under Clause 6 (h) (iii) of the Tripartite Agreement, O&M expenses shall be released from the annuity amount, subject to the ceiling set forth if any in the Financing Agreements. The Concessionaire in its letter u/r (8) had requested release of O&M expense for 23 months from 10.02.2020 to 04.01.2022 amounting to Rs 22.18 Cr.

The Concessionaire vide its letter no SKBHL/NHA/1326 dt.11.05.2021 had informed that the estimate for carrying out O&M activities for 12 month is Rs. 9,31,19,556.00. With respect to the Concessionaire's letter the per month expenditure for O&M activity is Rs. 77,59,963.00, therefore for O&M activities for 23 months the expenditure should be Rs 17,84,79,149.00.

The Authority as per its letter u/r (7) has already released Rs. 5,16,03,756.00 against O&M activity during 2<sup>nd</sup> Annuity Payment.

Therefore, for carrying out O&M activities an amount of Rs.  $(17,84,79,149 - 5,16,03,756)$  = Rs. 12,68,75,393.00 can be released to the Concessionaire from the 3<sup>rd</sup> annuity invoice. Since IE is not having the Financing Agreements, it is requested that NHA may check the ceiling if any, set forth in the Financing Agreements before release of the O&M expenses.

4. As per 3.1 (d) of tripartite agreement, till the principal amount under the NHA OTFIS facility are repaid or recovered, they shall at all times carry a n interest rate equal to 2% above the Bank rate of RBI. As and when the bank rate of RBI changes, the Interest rate applicable to the principal amount outstanding under the NHA OTFIS facility shall also undergo a corresponding change. Interest will be compounded annually and calculated on the daily outstanding balance of NHA OTFIS facility and interest thereon that shall have become due but remained to have been paid. In the event of any tax being imposed so paid/payable, such amount shall be recovered over and above the applicable interest liability to NHA.

5. Further to IE's recommendation on 1<sup>st</sup> and 2<sup>nd</sup> annuities, the Authority after making necessary recovery as per waterfall mechanism with respect to clause 6(h) of the Tripartite agreement, has informed vide its letter u/r (7), that an outstanding OTFIS facility of Rs. 102,46,49,001.00 is yet to be recovered. The calculation as per the IE for the 1<sup>st</sup> and 2<sup>nd</sup> Annuity payments as per the Tripartite Agreement is as follows -

a. **1<sup>st</sup> Annuity Payment**

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS	2,98,53,69,071	
2	Annuity Amount	48,75,82,417	Based on pro-rate basis
3	Restored Annuity	2,39,90,40,000	

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaobana@ymeng.in, anilverma@ymeng.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.ni@feedbackinfra.com





**FEEDBACK INFRA**  
Infrastructure Development

**YONGMA Engineering Co. Ltd.**  
In Association with

**Feedback Infra Pvt. Ltd.**

Independent Engineer  
NH - 34, Package No. - NHDP-III/BOT/MB/02

Continuation Page - 3 - of 7

S.No	Particulars	Amount (INR), rounded off	Remarks
4	Total Payable (2+3)	2,88,66,22,417	
5	90% of S.No. 4 above	2,59,79,60,175.30	
6	TDS@ 1.5%	3,89,69,403	
7	Net Paid to Escrow Account (As per IE) (5-6)	2,55,89,90,773	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement	-	Considered at 6 above
8	6 (h) (i) : Taxes	0	
9	6 (h) (ii): Payments related to construction of highway	0	
10	6 (h) (iii): O&M Expenses		O&M expenses of the Authority, (1) 35,55,86,115 – O&M expenses of the Authority (2) 5,70,93,489 – IE fee recoverable from the Concessionaire
11	6 (h) (iv): O&M Expenses borne by Authority	41,26,79,604	
		0	
12	6 (h) (v): Concession Fee	45,44,66,746	
13	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities		Actual Restored Annuity, 2,15,91,36,000 (90% of amount) - Interest of OTFIS till PCOD, 45,44,66,746
14	6 (h) (vii): Principal payment of NHA to the extent of restored annuities	1,70,48,69,254	
		2,57,18,15,604	
15	Sub Total (Sr. 8 to 14)		Total amount remaining after making payments as per waterfall mechanism upto clause 6(h) vii of tripartite agreement. The unrecovered amount is to be adjusted with 2 <sup>nd</sup> Annuity Payment
16	Remaining Amount (7-15)	-1,28,24,831.33	
17	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	13,61,42,291	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Interest from PCOD till Payment of 1 <sup>st</sup> annuity	8,83,66,924	
b	Interest from 1 <sup>st</sup> Annuity to Second annuity	4,77,75,366	
18	Total Unrecovered Interest (17 – 16)	13,61,42,291	No amount left for Interest recovery
19	Amount remaining with Concessionaire (16-17)	0	No amount remaining for making payments further as per Tripartite Agreement.

**YONGMA Engineering Co. Ltd.**  
602-1, 603-2, Phantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebond@ymemo.in, anilverma@ymemo.in)

**Feedback Infra Pvt. Ltd.**  
10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.ni@feedbackinfra.com



From the above, as per the IE, from the amount released to the Concessionaire under the 1st Annuity payment (and restored annuity), there is no amount left for full recovery of dues payable to the Authority as per 6 (h) (iv) of the Tripartite agreement onwards. Subsequently, since dues towards the Authority as per 6 (h) (iv) and interest as per clause 6 (h) (viii) was not recovered, the same is to be recovered from the payment of 2nd annuity.

**b. 2nd Annuity Payment**

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS remaining after 1st annuity payment	1,28,08,99,817	2,98,53,69,071 - 1,70,46,69,254, refer table above
2	Annuity Amount	61,20,00,000	As per CA
3	90% of S.No. 2 above	55,08,00,000	As per CA provisions
4	TDS@ 1.5%	82,62,000.00	
5	Net Paid to Escrow Account (As per IE)	54,25,38,000.00	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement		Considered at 4 above
6	6 (h) (i) : Taxes	0	
7	6 (h) (ii): Payments related to construction of highway	5,16,03,756	As considered by Authority in payment of 2nd Annuity
8	6 (h) (iii): O&M Expenses	1,28,24,831	Unrecovered amount from the 1st Annuity payment
9	6 (h) (iv): O&M Expenses borne by Authority	0	
10	6 (h) (v): Concession Fee	0	Paid during 1st Annuity payment
11	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1st Annuity payment
12	6 (h) (vi): Principal payment of NHA1 to the extent of restored annuities	6,44,28,587	
13	Sub Total (Sr. 6 to 12)	47,81,09,413	Total amount remaining after making payments as per waterfall mechanism upto clause 6(h)vii of tripartite agreement
14	Remaining Amount (5-13)	18,82,17,378	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
15	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	14,12,20,958	
a	Compounded Interest of unrecovered interest amount from 1st Annuity	4,69,96,420	
b	Interest from 2nd Annuity to 3rd annuity	28,98,92,035	This amount is to be used to make payment of interest on Senior Debt, 1% Principle, remaining OTFIS (in the same order)
16	Amount remaining with Concessionaire (14-15)	72,15,27,847	
17	6 (h) (ix): Monthly proportionate provision of servicing interest due on Senior Debt Facility till payment of next annuity	30,92,45,997	As per SBI letter dated 09.06.21. IE cannot verify the amount as no financing documents are available with IE.
(a)	Unrecovered interest of the 1st Annuity Period	41,22,81,850	As amount is not sufficient to recover payment as per 6 (h) (ix); only partial payment of Rs. 28.99 cr out of total due of Rs. 72.15 cr can be made.
(b)	Interest from 2nd annuity to 3rd annuity	-43,16,35,812	
	Final Amount remaining with Concessionaire (16-17)		



**YONGMA Engineering Co. Ltd.**

In Association with

**Feedback Infra Pvt. Ltd.**

**FEEDBACK INFRA**  
Building Infrastructure

Independent Engineer

NH - 34, Package No. - NHDP-III/BOTWB/02

Continuation Page - 5-of 7

From the above, as per the IE, from the amount released to the Concessionaire under the 2nd Annuity payment, the amount of Rs. 28.99 crore (at sr. 16 of the table) is to be used to make payment of interest due on senior debt from PCOD to 1st Annuity, 1st Annuity to 2nd Annuity and 2nd Annuity to 3rd Annuity period (only partial payment is possible considering amount remaining).

6. Further, as per para 5 above, the Authority has informed that an amount of Rs. 102,46,49,001.00 is yet to be recovered which is different from the IE calculations as per the Tripartite Agreement. Considering the same, it is kindly requested that NHAI may re-validate the above calculations from their respective Financial / Legal department or Experts.
7. The Senior Lender SBI vide its letter no SARG/INFRA-II/AMT-3/20-21/88 dated 25.09.2020 has Informed that during the release of 1st and 2nd annuity amount along with missed annuity, the Authority had not adhered to the waterfall mechanism as per clause 6(h) of the Tripartite agreement and had not considered

- I. Monthly Proportionate provision of servicing interest due on the Senior Debt Facility till payment of next annuity.
- II. Payment of 1% of the principal amount of the senior debt facility after PCOD/COD

The Authority vide its letter u/r (10) has forwarded the SBI letter no SARG/INFRA-II/AMT-3/20-21/13 dated 09.06.2021 vide which the senior lender has stated that with respect to clause 6 (h).IX of the Tripartite Agreement, the senior lenders are entitled to 1% on the principal amounting to Rs. 17,51,98,119.20 for 1st, 2nd and 3rd Annuity. Hence, in view of the Para 6 above, it kindly informed while considering the applicable priority as per waterfall mechanism, there is no amount left for release of Senior Lender's interest and principal in the 1st Annuity payment; however considering the amount left from 2nd annuity, interest on Senior Debt may be serviced from 2nd annuity payment. However, as informed earlier, IE does not have the information to validate the calculations of the Senior Lender interest due, which is to be serviced from the remaining amount of the second annuity and the same needs to be verified by NHAI

8. Concerning all the above, the summary of annuity to be released and to be recovered from the 3rd annuity invoice is as below:

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS remaining after 1st annuity payment	1,43,06,99,817	2,98,53,69,071 - 1,70,46,69,254, (refer 1st Annuity table at para 5 above) + 15,00,00,000 (additional amount released on 08.01.2021)
2	Annuity Amount	61,20,00,000	As per CA
3	90% of S.No. 2 above	55,08,00,000	As per CA provisions
4	TDS@ 1.5%	82,82,000.00	
5	Net Paid to Escrow Account (As per (E) (3-4))	54,25,38,000.00	
<b>Waterfall for payments as per Cl. 6(h) of tripartite agreement</b>			
6	6 (h) (i) : Taxes	-	Considered at 4 above
7	6 (h) (ii): Payments related to construction of highway	0	
8	6 (h) (iii): O&M Expenses	12,68,75,393	As per IE recommendation
9	6 (h) (iv): O&M Expenses borne by Authority	0	O&M expenses of the Authority
10	6 (h) (v): Concession Fee	0	
11	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1st Annuity payment

**YONGMA Engineering Co. Ltd.**

802-1,803-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2830, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kmdaebona@ymena.in, anilverma@ymena.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.n@feedbackinfra.com



S.No	Particulars	Amount (INR), rounded off	Remarks
12	6 (h) (vii): Principal payment of NHAI to the extent of restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
13	Sub Total (Sr. 6 to 12)	12,68,75,393	
14	Remaining Amount (5-13)	41,56,62,607.00	Total amount remaining after making payments as per waterfall mechanism up to clause 6(h)vii of Tripartite Agreement
15	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	5,23,79,160	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Unrecovered interest from 2 <sup>nd</sup> annuity	0	Paid from 2 <sup>nd</sup> annuity
b	Interest from 2 <sup>nd</sup> Annuity to 3 <sup>rd</sup> annuity	5,23,79,160	
16	Amount remaining with Concessionaire (14-15)	36,32,83,447	This amount is to be used to make payment of interest on Senior Debt, remaining Principal Amount of OTFIS, Principal Amount of Senior Debt, subject to a ceiling of 1% (in the same order)
17	6 (h) (ix): Monthly proportionate provision of servicing interest due on Senior Debt Facility till payment of next annuity	87,48,30,040	
(a)	Unrecovered interest of the PCOD to 1 <sup>st</sup> Annuity Period	1,93,53,962	(Ref S.r 17a of 2 <sup>nd</sup> Annuity Table) 30,92,45,997 - 28,98,92,035 (Ref S.r 16 of 2 <sup>nd</sup> Annuity Table), unrecovered amount from 2 <sup>nd</sup> annuity payment.
(b)	Unrecovered Interest from 2 <sup>nd</sup> Annuity to 3 <sup>rd</sup> Annuity	41,22,81,850	As per SBI letter dated 09.06.21. IE cannot verify the amount as no financing documents are available with IE.
(c)	Interest from 3 <sup>rd</sup> Annuity to 4 <sup>th</sup> Annuity	44,31,94,228	
18	Final Amount remaining with Concessionaire (16-17)	-51,15,46,593	As amount is not sufficient to recover payment as per 6 (h) (ix); only partial payment of Rs. 36.32 cr out of total due under 6(h) ix of Rs. 87.48 cr can be made.

Based on the above, the Authority is hereby requested to release Rs. 55,08,00,000.00 under 3<sup>rd</sup> Annuity Payment. The recoveries are to be made as per the waterfall mechanism explained in the table above. As per I.E calculations, only partial payment of interest on Senior Debt can be serviced from the amount remaining with the Concessionaire. Considering the interest calculations of Senior Debt is not known by the IE and has been considered from the SBI letter, the same needs to be validated by NHAI.

IE also recommends, the issue of deductions / recoveries to be made as per the Tripartite Agreement may be discussed by NHAI and Senior Lender in a joint meeting to avoid further issues in subsequent Annuity payments as per Cl. 6.4) of the Tripartite Agreement.

*SM*





**FEEDBACK INFRA**  
Making Infrastructure Happen

**YONGMA Engineering Co. Ltd.**

In Association with

**Feedback Infra Pvt. Ltd.**

**Independent Engineer**

NH - 34, Package No. - NHDP-III/BOT/WB/02


Continuation Page - 7 - of 7

This letter is issued with the approval of the Competent Authority of Independent Engineer.

This is for your kind information and record please.

Thanking you,

For **Yongma Engineering Co. Ltd.** In Association with  
**Feedback Infra Pvt. Ltd.**

  
(S.P. Singh)

Acting Team Leader cum Resident Engineer

Encl: Letters under reference.

Cc: 1. The CGM (Tech.) & RO-Kolkata, NHAI  
2. Authorized Representative, SKBHL, Krishnagar.

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Phantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kindaeboha@ymena.in, anilvenma@ymena.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.ni@feedbackinfra.com



YONGMA Engineering Co. Ltd.  
In Association with

FEEDBACK INFRA

Independent Engineer

NH-34, Package No. - NHDP-III/BOT/WB/02

First floor above Ecom Express  
Bakulpara Para, Bhatjanga Bazar  
Opposite FCI Godown, Next to Mahan Mandir Chuh,  
Krishnagar Dist. - Nadia - 741101 (West Bengal)  
Phone No. - 03472 271213

YEFIPL/20/Krishnagar/IE-4312

21<sup>st</sup> July, 2020

The Project Director,  
Project Implementation Unit - Krishnagar  
National Highways Authority of India,  
VIII. + Post, Bhatjanga, Krishnagar  
Dt. Nadia, PIN - 741 101 (West Bengal)  
Tel. No: 03472 - 271 713

Sub: Four laning of Krishnagar - Baharampore section of NH-34 from km.115.00 to km.193.00 in the State of West Bengal under NHDP Phase III on DBFOT (Annuity) Basis (Package No. NHDP III/BOT/WB/02) - Invoice for first Annuity Payment along with missed annuities- reg

Ref:

1. Agreement Signed on 16.06.2011
2. Appointed Date: 10.01.2012
3. Completion Period: 910 days
4. Tripartite Agreement: 21.10.2016
5. PCOD for 65.018 km achieved on: 10.02.2020
6. Extension of Time recommended by IE for 3 months from 01.06.2020 for completion of Punch List Items
7. Concessionaire letter no SKBHL/NHA/1271 dated 06.07.2020
8. NHA letter no. 20819/NHA/PIU-Krishnagar/W-39 & W-49 dated 13.07.2020

Dear Sir,

The Concessionaire vide letter no. SKBHL/NHA/1271 dated 06.07.2020 has submitted the Annuity Invoice no. I including restored annuity of 5.58(3.92 as per tripartite agreement+1.66 as recommended by IE but not yet approved by the Authority) amounting to Rs 402,69,60,000/- for release on 10.08.2020. IE's observations and recommendation are as under:

1. As per CA, the Provisional Completion Certificate has been issued by the Independent Engineer vide letter no. YJFISPL/20/Krishnagar/IE-4078, dated 17.02.2020 with effect from 10.02.2020. Since the Completion Certificate has not been issued as per Clause 14.2 of Contract Agreement, the Concessionaire is entitled to get payment as per Clause 27.1.2 wherein it is specified that "In case the Concessionaire achieved CoD pursuant to Provisional of the Clause 14.3.2 of this Agreement, then it would be entitled for 90 % of the annuity payment till the Completion Certificate is issued as per provision of the Clause 14.2 of this Agreement".

The Independent Engineer refers the Clause 27.2.2 of the Concession Agreement wherein Annuity Payment Date has been clarified. The Clause 27.2.2 is reproduced as below:

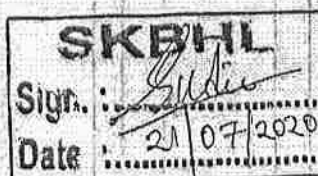
27.2.2. The first Annuity Payment Date shall be the Date:

- (a) Six months after COD, in case COD is achieved on Scheduled Four Lane date.
- (b) Six months after scheduled Four Lane date, in case COD is achieved before Scheduled Four Lane date.

YONGMA Engineering Co. Ltd.  
602-15th Floor, Rainbow theme park, 7, Gumto Subarnagiri, Boudang-gu, Suwon-si  
Gyeonggi-do 16154, Korea Tel: +82-31-740-2200 Fax: +82-31-740-2636 Email: yongma@yongma.co.kr  
India 25, Village, 261 202 Times Centre Sector 54, Gurgaon-122003, India  
Tel: 0124-1246212 E-mail: kundab@yongma.co.in and kundab@yongma.in

Feedback Infra Pvt. Ltd.  
15<sup>th</sup> Floor, Tower 9B, DLF Cyber City, Phase III  
Gurgaon - 122 002, Haryana, INDIA  
Tel: (0124) 4316150 Fax: (0124) 4316559-4316638  
Email: info@feedbackinfra.com

Received on 21/07/2020  
N. H. A. / PIU-Krishnagar  
(Contents not verified)





(c) of the next Annuity Payment as per Schedule M in case COD is achieved after Scheduled Four Lane date. For avoidance of doubt it is agreed that the first Annuity Payment shall be the product of average daily annuity and the number of days between the COD and the first Annuity Payment date.

Each Annuity payment Period shall be deemed to be the period of a 6 (six) calendar months from the preceding Annuity payment date subject to provision of Clause 27.2.2(c).

Please also refer Note 1 & 2 given in Schedule M of Concession Agreement which are reproduced as below:

1. Appointed Date is tentatively considered as 12/12/2011, i.e. 180 days from the date of Concession Agreement. If this date is determined later is different, the above schedule shall stand modified so as to reflect the above schedule based on the actual Appointed Date so determined.
2. In case COD is different from Scheduled Four Lining Date, the above schedule shall be suitably modified as per Article 27 of the Concession Agreement.

The Appointed Date of the Project was 10-01-2012, and is different from the assumption made in Schedule M. Hence, the date of first annuity will be 180 days from Scheduled Completion Date. Based on the appointed date of 10-01-2012 (29 days after the assumed appointed date of 12/12/2011), and SCD of 07-07-2014, the first annuity date will be on 04-01-2015 (6/12/2012+29 days) and next annuity will be on 04-07-2015. Using the above calculation, and as per Cl. 27.2.2 (c), the date of First Annuity Payment shall be 04-07-2020 after achievement of Provisional Completion on 10/02/2020.

In view of the above, according to actual Appointed Date (10/01/2012), the Annuity Payment Schedule has been modified and enclosed as Annexure I.

Since date of Provisional Completion was 10-02-2020, the concessionaire is to receive annuity for the period from 10-02-2020 to 04.07.2020 i.e. 145 days.

2. A Tripartite Agreement was signed between the Authority, the Lender and the Concessionaire on 21.10.2016. The Clause 2(ii) of this tripartite Agreement is reproduced as below:

(ii) The Concessionaire shall achieve PCOD in July 2017. After issue of the PCOD in terms of the Contract Agreement, and there upon, NHAI shall:

- (a) Release to the Concessionaire in the Escrow Account, along with half yearly Annuity payable, the Annuities for the 715 (Seven Hundred Fifteen) days equal to Rs. 239,90,00,000.00 (Rupees Two Hundred Thirty-Nine crore and Ninety Lakhs only) as agreed to be restored against 6 (six) lost Annuities which the Authority shall recover towards amounts due in relation to NHAI OTFIS facility (including any interest due on it).
- (b) Commence the payment of half yearly Annuity of Rs. 61,20,00,000.00 (Rupees Sixty-One crore and Twenty Lakhs only) as per Concession Agreement Provisions.

In case, due to any reason the project PCOD is delayed beyond July 2017 then as per Clause 2(iii) of Tripartite Agreement, necessary Clause of the concession agreement will be invoked.



A. Therefore, total amount of annuity payable to the Concessionaire is as under:

- Annuity due and payable on 04.07.2020 pursuant to Clause 27.2.2.(c) of CA = Rs. 48,75,82,417.60 (61,20,00,000 x 145 / 182)
- Restored Annuity (3.92) = Rs. 239,90,40,000.00. The Concessionaire has claimed 3.92 + 1.66 restored annuities in the submitted payment certificate. However, IE has considered only 3.92 restored annuities as per tripartite agreement. Since the 1.66 restored annuities are not yet approved by NHAI, they are not considered.
- Total = (48,75,82,417.60 + 239,90,40,000.00) = Rs 2,88,66,22,418.00
- As per Clause 27.1.2 of CA 90% of Annuities is payable until completion certificate is issued, therefore,

3. Total payable amount = (2,88,66,22,418.00 x 0.90) = Rs 2,59,79,60,176.00 /- Please refer to Clause 3.1(b) and 3.1(d) of Tripartite Agreement which are reproduced as below:

3.1(b) The outstanding principal amount of the NHAI OTFIS facility along with interest which has been accrued thereon till date of PCOD/CPD in terms thereof shall be repaid/serviced by the Concessionaire from payment of restored annuities of Rs. 239,90,00,000.00 (Rupees Two Hundred Thirty-Nine crores and Ninety Lakhs only) subject to waterfall as defined in Clause 6(h).

3.1(d) Till the Principal amounts outstanding under the NHAI OTFIS facility are repaid or recovered, they shall at all times carry an interest equal to 2% above the Bank Rate of RBI. As and when the Bank Rate of RBI changes, the interest rate applicable to the principal amounts outstanding under NHAI OTFIS Facility shall also undergo a corresponding change. Interest will be compounded annually and calculated on the daily outstanding balance of the NHAI OTFIS Facility and interest thereon that shall have become due but remained to have been paid. In the event of any tax being imposed on the interest so paid/payable, such amounts shall be recovered over and above the applicable interest liability to NHAI.

The Authority has released a total amount of Rs. 298.54 crore. Total interest on Rs.298.54 crore, and till PCOD as specified in above Clause, has been calculated by the Independent Engineer as Rs. 45.45 crore (refer Annexure IV)

4. Further under Clause 17.8.1 of the CA, it is stated "In the event the Concessionaire fails to repair or rectify any defect or deficiency set forth in the maintenance requirement within the period specified therein, shall be deemed to be in breach of this agreement and the authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% of average daily annuity and (b) 0.1% of the cost of such repair or rectification as estimated by the Independent Engineer".

During Joint inspection of project highway on 04.07.2020 with the project Director and Concessionaire representative and IE, damages were remained unattended on the project stretch since it was reported on 24/04/2020. IE had informed the Concessionaire to attend to the damages vide several letters, references are attached with IE letter no 4280 dt 04.07.2020. Chainage wise details of damages observed is attached under Annexure-II for which rectification work was to be done by the concessionaire immediately but the same is still unattended. Recoverable amount is estimated by the IE is as follow:



- 1) Average daily annuity as per agreement = Rs 61,20,00,000/182 = Rs 33,62,637.00  
Recoverable amount @ 0.5% of average daily annuity = Rs (33,62,637.00 x 0.005) = Rs 16813.00
- 2) Estimated Cost of Repair for damage stretch = Rs. 1,21,42,855.69 (Refer to annexure -II)  
Recoverable amount @ 0.1% of the cost of repair = Rs (1,21,42,855.69 x 0.001) = Rs 12,142.86

Accordingly, higher of above two is payable as damage as per clause 17.8.1. The IE vide letter no 4157 dated 24.04.2020 intimated the Concessionaire to take up maintenance work after resumption after lockdown as per NHAI letter no 20488 dated 20.04.2020. However, there has been no action taken by the Concessionaire. Total days of damage unattended by the Concessionaire from 24.04.2020 to 04.07.2020 i.e 72 days. Therefore, recoverable cost as per CA under breach of agreement is Rs (16,813.00 x 72) = Rs 12,10,536.00

Also refer to Schedule K of CA, wherein, days within which rectification of damages is to be done is stated. But as the Concessionaire has failed to comply to the time limits given in schedule-K, the total period from identification of damage i.e. 24.04.2020 to 04.07.2020 is taken for calculation.

5. Recoverable amount under other dues:

1. Maintenance of Existing Project Highway at risk and cost of the Concessionaire:

The Authority vide several letters had informed the Concessionaire that as the concessionaire had failed to maintain the existing road of the project highway thus maintenance will be done at risk and cost of the Concessionaire by NHAI. This was also informed vide NHAI letter no 7195 dated 06.01.2016 that the maintenance is done at risk and cost of the Concessionaire and vide NHAI letter no 10079 dated 06.04.2017 the Authority requested the Concessionaire to reimburse the expenses done by the Authority on account of repair and maintenance works undertaken at risk and cost of the Concessionaire.

Amount to be reimbursed by the Concessionaire due to maintenance of Existing road of NH-34 by third party is **Rs 35,55,86,115.00/-** (refer IE letter no. 2100 dated 01.12.2016 and letter no 3036 dated 24.03.2018).

2. IE fee's for the period from October 2014 to May 2018

In pursuance of clause 23.3 of Article 23 read with clause 2 of Schedule P of the concession Agreement, 50% of the gross remuneration, cost and expense released to the IC shall be reimbursed by the Concessionaire to the Authority.

IE vide letter no YEFIPL/20/Krishnagar/IE - 4301 dated 14.07.2020 has informed the Authority that in respect to clause 2.1 of schedule-P, amount of Rs 7.02 Cr is to be borne by the Concessionaire. The Concessionaire vide letter no SKBHL/IE/906 dated 26.06.2020 claims that they have already reimbursed Rs. 2.67 Cr to the Authority. As details of transaction are not available with IE, we request the Authority for necessary clarification.

Until the clarification is received, considering Rs 2.67 Cr is reimbursed by the Concessionaire till September 2014, IE has calculated amount of Rs 4,34,95,819/- from October 2014 to May 2018. is yet



YONGMA Engineering Co. Ltd.

In Association with

Feedback Infra Pvt. Ltd.

FEEDBACK INFRA  
Private Limited

Independent Engineer

NH - 34, Package No. - NHDP-III/BOT/WB/02

Continuation Page - 5 - of 8

to be reimbursed to the Authority along with interest amount of Rs 1,35,97,670/- calculated up to 15 July 2020. (Refer Annexure-III)

Total recoverable amount under this head is ( 4,34,95,819 + 1,35,97,670) = Rs 5,70,93,489/-

6. Change of Scope: The Authority vide letter no NHAI/WB/Tech/NH-34/Pkg-2(Vol-IV)/149347 dated 14.02.2020 has given in principal approval to 4 nos of negative CoS and 1 no of positive CoS. The Recoverable amount under CoS is stated below.

**Negative CoS**

Sl no	Description of Items	Cost as per SoR 2015-2016 (in Cr)	Financial Implication 80% as per clause 16.6.1 of CA
1	Shifting of end point from Ch 193+255 to 191+700 and De-scope of 1.555 Km of Length	11,63,82,905	9,31,06,324
2	Shifting of end point from ch 193+342 to ch 193+255 (87 mts)	69,38,215	55,50,572
3	Negative CoS for deletion of slab culvert 115+027	50,10,981	40,08,785
4	Reduction in scope for non conducting of second pile load test	24,73,240	19,78,592
Total		13,08,05,341	10,46,44,273

**Positive CoS:**

Sl no	Description of Items	Cost as per SoR 2015-2016
1	Service road is required at ROB-I at chainage Km 133+420 as existing access road is blocked by RE Wall	69,22,052
Total		69,22,052

**Summary of Annuity due and Recoverable amount:**

Sl. No.	Particular	Amount (Rs)	Remarks
1	Annuity due and payable on 04.07.2020 pursuant to Clause 27.2.2.(c) of CA	48,75,82,417.60	Annuity for the period of 145 days from 10.02.2020 to 04.07.2020
2	Restored Annuity (3.92)	239,90,40,000.00	As per Clause 2(ii)(a) of Tripartite Agreement.
A	Total	2,88,66,22,418.00	
B	Total Payable Annuities	2,59,79,60,176.00	(90% of A) Annuities payable as per Clause 27.1.2 of CA. Annuity payment shall be credited to the Escrow Account as per Clause 2 (ii) of the Tripartite Agreement

YONGMA Engineering Co. Ltd.

602-1,603-2, Farlon theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@ampal.com (India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India Tel: 0124-4746202 E-mail: kindaebona@vineno.in, anilverma@vineno.in)

Feedback Infra Pvt. Ltd.

15th Floor, Tower 9B, DLF Cyber City, Phase-III, Gurgaon - 122 002, Haryana, INDIA Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688 Email: rudradeo.kumar@feedbackinfra.com



Sl. No.	Particular	Amount (Rs)	Remarks
3	Total Recoverable Amount released under NHA1 OTFIS Facility including Interest (refer para 3 of this letter)	343,98,35,817.00	As per Clause 3.1 (b) & (C) of Tripartite Agreement. To be recovered from the Sub-Escrow Account pursuant to waterfall mechanism of the Tripartite Agreement at clause 6(h)
(i)	Principal Amount Released	298,53,69,071.00	
(ii)	Interest Accrued	45,44,66,746.00	Interest Calculation enclosed at Annexure IV
4	Recoverable Amount due to Breach of Contract Agreement		To be recovered from the Sub-Escrow Account pursuant to waterfall mechanism of the Tripartite Agreement at clause 6(h)
(i)	Amount as per para 4 of this letter	12,10,536.00	Refer para 4 of this letter
5	Recoverable Amount for other dues	41,26,79,604.00	To be recovered from the Sub-Escrow Account pursuant to waterfall mechanism of the Tripartite Agreement at clause 6(h)
(i)	1. Maintenance cost incurred by NHA1 on risk and cost basis	35,55,86,115.00	Refer para 5 (i) of this letter
(ii)	IE's Fees for the period from October 2014 to May 2018 including interest upto 15 <sup>th</sup> July 2020	5,70,93,489.00	Refer para 5 (ii) of this letter
6	Recovery in lieu of Applicable Change of Scope (In principle approval by Authority)	9,77,22,221.00	Refer NHA1 letter no NHA1/WB/Tech/NH-34/Pkg-2(Vol-IV)/149347 dated 17.02.2020
(i)	Total Negative COS	10,46,44,273.00	Refer para 6 of this letter
(ii)	Total Positive COS	69,22,052.00	
C	Total Recoverable (3+4+5+6)	3,95,14,48,178.00	To be recovered from the Sub-Escrow Account pursuant to waterfall mechanism of the Tripartite Agreement at clause 6(h)

The Independent Engineer recommends the Authority to release to the Project Escrow account Rs 2,59,79,60,176.00 pursuant to Clause 27.1.2 of CA and Clause 2 (ii) of the Tripartite Agreement. Authority subsequent to the release of funds to the Escrow account is to recover Rs. 395,14,48,178.00 from the Sub-escrow account following the water-fall mechanism of the Tripartite Agreement at clause 6(h). The amount due and payable by the Concessionaire as mentioned in the table above that remains unrecovered from the Sub-escrow account shall be



YONGMA Engineering Co. Ltd.

In Association with

Feedback Infra

Independent Engineer

NH - 34, Package No - NHDP-III/BOTWB/02

Continuation Page - 7 of 8

adjusted from the subsequent Annuity payments. Moreover, the Principal and Interest of the NHAI OTFIS that remains un-recovered shall continue to accrue interest as per the terms of the tripartite agreement for the Project, till the amount is recovered in full.

Thanking and assuring you of our best services at all times,

This letter is issued with the approval of Competent Authority of Independent Engineer.

For Yongma Engineering Co. Ltd. In Association with  
Feedback Infra Pvt. Ltd.

(S.P. Singh)

Acting Team Leader cum Resident Engineer

Encl:

1. Annexure I: (Revised Schedule M)
2. Annexure II (List of Repair and Estimate).
3. Annexure III: (Interest Calculation on IE fees)
4. Annexure IV: (Interest Calculation on OTFIS)
5. Reference Letters.

Cc: 1. The CGM (Tech.) & RO-Kolkata, NHAI, for kind information.  
2. Authorized Representative, SKBHL, Krishnagar



SEW Krishnagar Baharampore Highways Ltd.



Lr. No. SKBHL/NHAI/1350

Date: 09 Dec 2021

To

**The General Manager (T),**  
National Highways Authority of India,  
G-5&6, Sector-10, Dwaraka,  
**New Delhi-110075.**

**Sub:** Four-laning of Krishnagar-Baharampore section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-III/BOT/WB/02): **Payment for Annuity Invoice no.4 along with missed annuities – Reg.**

**Ref:**

1. Concession Agreement Dt. 16.06.2011
2. Tripartite Agreement Dt.21.10.2016
3. Provisional Completion Certificate Dt. 10.02.2020 issued by Independent Engineer vide letter no. 4078 Dt.17.02.2020
4. Our letter no. SKBHL/NHAI/1271 dated 06.07.2020
5. IE's letter no. YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
6. Our letter no. SKBHL/IE/917 dated 05.08.2020
7. Our letter no. SKBHL/IE/931 dated 03.12.2020
8. Our letter no. SKBHL/NHAI/1302 dated 04.12.2020
9. Our letter no. SKBHL/NHAI/328 date 02.06.2021

**Dear Sir,**

1. We draw your kind attention to Article 27.3.1 of the CA which stipulates "*concessionaire shall at least 30 days prior to the relevant annuity payment date submit its invoice, addressed to the Authority for payment of annuity for the applicable annuity payment period, with a copy to the Independent Engineer*".
2. We request your kind attention towards the deductions proposed by the IE from our Invoice No.1 annuity payment, and our replies to the same through ref (5) and (6) above.
3. Through our letter ref (7) above, we have intimated the IE about completion of Punch List items and requested for issuing the Completion Certificate pursuant to article 14.2 of the CA.

Regd Office:  
6-3-871, 'Snehalata', Greenlands Road, Begumpet,  
Hyderabad 500 016, T.S. India  
Tel +91.40.663.000 00 Fax +91.40.663.000 01

CIN: U45400TG2011PLC073116



Accordingly, we request you to consider releasing:

- a. the full amount (INR 61.2 Cr) towards Annuity Invoice 4 payment pursuant to article 27.1.1 of the CA,
  - b. the lost annuities recommended by the IE (1.66x) which need to be restored, and
  - c. the balance 10% amount withheld from Annuity Invoices 1, 2, & 3 and also from restored annuities (3.92x).
4. We request you not to implement the deductions proposed by the IE vide letter ref (5) above excepting the IE fee of INR 4.35 Cr. as already submitted through our letter ref (6) above.
5. Further, we request you to continue release of funds under OTFIS for completion of balance works.
6. It may please be noted that an amount of Rs 17.85 Cr. only had been released by the Authority so far towards O&M Expenses for the period from 10.02.2020 to 04.01.2022. We request the Authority to release sufficient funds for smooth operations of the Project Highway which include SPV operations & general expenses, apart from road repairs and maintenance.

We are enclosing as Annexure-B, the following details:-

- (i) Expenses incurred from PCOD to 30.11.2021 and also estimate for further period up to 04.01.2022.
- (ii) Budget for period from 05.01.2022 to 04.07.2022 (upto scheduled date of next annuity release).

As per the details submitted through Annexure-B, we request the Authority to release an amount of 19.10 Cr. towards O&M, from this Annuity, to concessionaire's Escrow/Sub-escrow account no. **31677977859** maintained with the State Bank of India, CCG Branch, Banajara Hills Road No.12, Hyderabad.



SEW Krishnagar Baharampore Highways Ltd.



The Fourth invoice and the above requests are submitted without prejudice to our Claims presently being pursued with CCIE. Early release of the payment is requested.

Thanking you,

**For SEW Krishnagar Baharampore Highways Ltd.**

A handwritten signature in black ink, appearing to read 'Awadh Ram Mishra'. The signature is written in a cursive style with a large initial 'A'.

**(Awadh Ram Mishra)**  
**Authorized Signatory**

**Enclosed:** Our Invoice No.4 & Annexures B

**Copy to:**

- (1) RO&CGM, NHAI, Kolkata – for kind information.
- (2) PD, NHAI, PIU-Krishnagar – for kind information.
- (3) The Independent Engineer, Gurugram – for kind information.
- (4) The Team Leader, Krishnagar – for kind information.

<b>INDEPENDENT ENGINEER:</b> Ms.Y J Engineering Co.Ltd.in Association with Feedback Infrastructures Services Pvt. Ltd.	<p style="text-align: center;"><b>NATIONAL HIGHWAYS AUTHORITY OF INDIA</b></p> <p><b>NAME OF THE PROJECT:</b> Four-laning of Krishnagar-Baharampore section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-II/BOT/WB/02)</p> <p style="text-align: center;"><b>ANNUITY PAYMENT CERTIFICATE NO.4</b></p>	<b>CONCESSIONAIRE:</b> SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED
Concession Agreement Dated:16th June 2011& 2. Tripartite Agreement Date :21st October 2016		


S.No.	Particulars	Claimed Amount in Rs			Remarks
		Previous	Current	Paid	
1	Annuity amount due on Annuity Payment Date:04.01.2022		612,000,000		Annuity Invoice no.4
2	Balance amount receivable Annuity Invoice No. 1, 2 and 3	1,836,000,000	-	1,540,424,175	Up to Annuity Invoice no.3
3	Balance amount from Restored Annuities (3.92x)	2,399,040,000		2,159,136,000	Restored Annuities as per Tripartite Agreement 3.92 x
4	IE Recommended Annuities (1.66x)	1,015,920,000		-	IE recommended Restored Annuities 1.66 x
<b>TOTAL Rs.</b>		5,250,960,000	612,000,000	3,699,560,175	1,015,920,000
				1,551,399,825	

Kindly remit the Annuity Payment through RTGS in - Mention RTGS Details

**PAN No:** AAPCS5143Q

**Date:**

**Place:**

<b>Claimed By Concessionaire</b> M/s SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED	<b>Verified, Certified &amp; Recommended for Payment</b> by Independent Engineer
 	<b>Authorised Signatory</b>



SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED

NAME OF THE PROJECT: Four-laning of Krishnagar-Baharampore section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-III/BOT/WB/02)

INVOICE FOR ANNUITY

Under Article 27 of the Concession Agreement between National Highways Authority of India and SEW Krishnagar Baharampore Highways Limited

INVOICE NO : 4

EMPLOYER : NATIONAL HIGHWAYS AUTHORITY OF INDIA

INDEPENDENT ENGINEER : Ms.YJ Engineering Co.Ltd.in Association with Feedback Infrastructures Services Pvt. Ltd.

PROJECT COMPANY : SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED

ANNUITY PERIOD : 6 MONTHS-05/07/2021 TO 04/01/2022

ANNUITY PAYMENT DATE : 04/01/2022

DESIGNATED BANK ACCOUNT No. : 3167977859

DESIGNATED PAN No. : AAPCS5143Q

DESIGNATED BANK : STATE BANK OF INDIA

RTGS CODE : SBIN0013039

GST NUMBER : 19AAPCS5143Q1ZF

ADDRESS : 95/1 M.C. Road  
Opposite District Judge Bungalow  
NADIA  
Pin: 741101, (West Bengal)

Sl. No.	Item Description	Amount in INR	Remarks
1	Annuity Amount	612,000.000	Refer Annexure-I
2	Balance amount receivable from 1,2, & 3 rd Annuity Invoices	295,575.825	Refer Annexure-I
3	Balance amount receivable from Restored Annuities in (3.92x)	299,904.000	Refer Annexure-I
4	IE Recommended Annuities (1.66x)	1,015,920.000	Refer Annexure-I
	<b>Net Amount</b>	<b>2,163,399.825</b>	



Submitted by

*[Signature]*

Authorised Signatory

Date:

Verified, Certified & recommended for payment

Independent Engineer

Date:

SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED

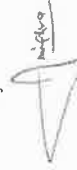
NAME OF THE PROJECT: Four-laning of Krishnagar-Baharampore section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-III/ BOT/WB/02)

CALCULATION SHEET FOR ANNUITY

INVOICE NO : 4  
 EMPLOYER : NATIONAL HIGHWAYS AUTHORITY OF INDIA  
 PROJECT COMPANY : SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED  
 ANNUITY PERIOD : 6 MONTHS-09/07/2021 TO 04/07/2022

Sl. No.	Item Description	No. of Annuities	Annuity Amount	Amount in INR	Amount paid by NHAI	Balance Amount to be paid by NHAI	Remarks
1	Annuity Amount	1	612,000,000	612,000,000		612,000,000	
2	Balance amount receivable from 1, 2, & 3 rd Annuity Invoices		1,836,000,000	1,836,000,000	1,540,424,175	295,575,825	
3	Restored Annuities	3.92	612,000,000	2,399,040,000	2,159,136,000	239,904,000	
4	IE Recommended Annuities	1.66	612,000,000	1,015,920,000		1,015,920,000	
	<b>TOTAL</b>			<b>5,862,960,000</b>	<b>3,699,560,175</b>	<b>2,163,399,825</b>	

Submitted by



Authorised Signatory

Date:

Verified, Certified & recommended for payment

Independent Engineer

Date:



ANNEXURE - B

COMPANY OPERATIONS & MAINTENANCE EXPENSES					(Amt in Rs Cr)
Sl.no	Description	EXPENDITURE INCURRED FROM 10-02- 2020 to 30-11-2021	Estimates - from 01-12-2021 to 04-01-2022	Budgeted -Period 05.01.22 - 04.07.22 (6 M)	TOTAL
1	Repairs & Maint as per Work Order	19.76	0.95	5.22	25.93
2	SPV Expenses	7.7	0.314	3.00	11.01
	<b>Total</b>	<b>27.46</b>	<b>1.26</b>	<b>8.22</b>	<b>36.94</b>
	Amount recived from NHAI towards O&M	17.84	0	0	17.84
					0.00
	<b>Balance amount required for O&amp;M</b>	<b>9.62</b>	<b>1.26</b>	<b>8.22</b>	<b>19.10</b>



*Signature*



**FEEDBACK INFRA**  
Making Infrastructure Happen

**YONGMA Engineering Co. Ltd.**

In Association with

**Feedback Infra Pvt. Ltd.**

**Independent Engineer**

NH - 34, Package No. – NHDP-III/BOT/WB/02

**Project Office:**

First Floor above Ecom Express

Bakultala Para, Bhatjanga Board

Opposite FCI Godown, Next to Milan Mandir Club,

Krishnagar Distt. – Nadia - 741102 (West Bengal)

Phone No.: 03472 271818

YEFIPL/21/Krishnagar/IE- 5147

30<sup>th</sup> December' 2021

**The Project Director,**

Project Implementation Unit - Krishnagar

National Highways Authority of India,

Vill. + Post. Bhatjanga, Krishnagar

Dt. Nadia, PIN – 741 101 (West Bengal)

Tel. No: 03472 – 271 713

**Sub:** Independent Engineer services for Four Laning of Krishnagar - Baharampore section of NH-34 from km.115.00 to km.193.00 in the State of West Bengal under NHDP Phase III on DBFOT (Annuity) Basis (Package No. NHDP III/BOT/WB/02) – **Invoice for Fourth Annuity payment along with missed annuities-reg.**

**Ref:**

1. Agreement Signed on: 16.06.2011
2. Appointment Date: 10.01.2012
3. Completion Period: 910 days
4. Tripartite Agreement: 21.10.2016
5. PCOD for 65.018 Km achieved on 10.02.2020
6. IE letter no: YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
7. NHAI Letter no: 22795/NHAI/PIU-Krishnagar/W-39 dated 19.07.2021
8. Concessionaire Letter no: SKBHL/NHAI/1350 dated 09.12.2021
9. NHAI Letter no: 24290/NHAI/PIU-Krishnagar/W-39 & W-49 dated 10.12.2021
10. NHAI Letter no: 24336/NHAI/PIU-Krishnagar/W-49 & W-39 dated 20.12.2021

Dear Sir,

This is in reference to the Authority letter u/r (9) vide which the Authority has requested the Independent Engineer to submit comments/views/recommendations on the submission made by the Concessionaire vide its letter u/r (8). The Concessionaire vide its letter u/r (8) has submitted the 4<sup>th</sup> Annuity Invoice for release of full annuity payment towards the 4<sup>th</sup> invoice along with a request to release 1.66 annuities recommended by IE and 10% amount withheld from Annuity Invoices 1, 2, & 3 and also from restored annuities (3.92). IE's observations and recommendations are as under:

1. **The full amount (INR 61.2 Cr) towards Annuity Invoice 4 payment pursuant to Article 27.1.1 of the CA:**  
The Provisional Completion Certificate has been issued by the Independent Engineer vide letter no. YJFISPL/20/Krishnagar/IE- 4072 dated 10.02.2020 with effect from 10.02.2020. Since the Completion Certificate has not been issued as per Clause 14.2 of the CA, the Concessionaire is entitled to get payment as per Clause 27.1.2 of CA wherein it is specified that "In case the Concessionaire achieved CoD pursuant to Provision of the Clause 14.3.2 of this agreement, then it would be entitled to 90% of the Annuity payable till the Completion Certificate is issued as per provision of the Clause 14.2 of this Agreement". Hence, the request for release of the full annuity amount is not acceptable.

As per the CA, Annuity payment shall be done as per Schedule-M which has been modified as per the actual appointed date and was submitted alongwith IE letter u/r (6). As per the updated schedule-M, the Concessionaire is to receive 4<sup>th</sup> annuity payment on 04.01.2022.

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empai.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebong@ymeng.in, anilverma@ymeng.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: salish.nl@feedbackinfra.com





**FEEDBACK INFRA**  
Making Infrastructure Happen

**YONGMA Engineering Co. Ltd.**

In Association with

**Feedback Infra Pvt. Ltd.**

**Independent Engineer**

NH - 34, Package No. - NHDP-III/BOT/WB/02

Continuation Sheet No: 2/2

In view of the above, the amount of 4<sup>th</sup> annuity payable to the Concessionaire shall be as under:

- Annuity payable on 04.01.2022 = Rs. 61,20,00,000.00
- As per clause 27.1.2 of CA, 90% of annuity is payable until completion certificate is issue. Therefore, Total payable amount =  $(61,20,00,000 \times 0.90)$  = Rs. 55,08,00,000.00

2. **The lost Annuities recommended by the IE (1.66):** The IE has already made its recommendation on the 1.66 annuities. As per the Authority letter u/r (9) the matter is under conciliation. Until approval is received, these annuities cannot be considered for release.
3. As per the waterfall mechanism under Clause 6 (h) of the Tripartite Agreement, O&M expenses shall be released from the annuity amount as a priority. The Concessionaire in its letter u/r(8) had requested release of Highway O&M expense amounting to Rs 19.10 Cr.

The Concessionaire vide its letter no SKBHL/NHA/1326 dt 11.05.2021 had informed that the estimate for carrying out O&M activities for 12 month is Rs. 9,31,19,556.00. With respect to the Concessionaire's letter the per month expenditure for O&M activity is Rs. 77,59,963.00. therefore for O&M activities for 6 months the expenditure should be Rs 4,65,59,778.00.

4. The Authority in its letter no 24274/NHA/PIU-Krishnagar/W-49 & W-39 dated 07.12.2021 has requested the IE to take necessary action for recovery of due amount against violation in construction of the two ROB and non conducting of 2<sup>nd</sup> Pile load test.  
Accordingly, the IE proposes recovery of Rs. 216374860/- as per waterfall mechanism of Tripartite Agreement.
5. As per 3.1 (d) of Tripartite Agreement, till the principal amount under the NHA OTFIS facility are repaid or recovered, they shall at all times carry an interest rate equal to 2% above the Bank rate of RBI. As and when the bank rate of RBI changes, the interest rate applicable to the principal amount outstanding under the NHA OTFIS facility shall also undergo a corresponding change. Interest will be compounded annually and calculated on the daily outstanding balance of NHA OTFIS facility and interest thereon that shall have become due but remained to have been paid. In the event of any tax being imposed so paid/payable, such amount shall be recovered over and above the applicable interest liability to NHA.
6. Further to IE recommendation on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> annuity, the Authority has informed vide its letter u/r (7), that an outstanding amount of Rs. 80,66,88,645.06 is yet to be recovered after making necessary recovery following the waterfall mechanism with respect to clause 6(h) of the Tripartite agreement. The Authority calculations is different from the IE calculations (i.e. Total outstanding OTFIS Facility is Rs.143,06,99,817) as per the Tripartite Agreement. Considering the same, it is kindly requested that NHA may re-validate the above calculations from their respective Financial / Legal Department or Experts.
7. The Authority vide its letter u/r (10) has forwarded the SBI letter no. SBI/SARG/INFRA-2/AMT-2/2021-22/94 dated 14.12.21 vide which the senior lender has stated that NHA has not adhered to waterfall mechanism as per the Tripartite Agreement for release and appropriation of 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> annuities as well as the lost annuities. The SBI vide aforesaid letter has requested (a) to release the lenders share of Rs. 49.27 crore towards interest and 5.84 crore towards 1% of principal in 4<sup>th</sup> annuity due on 04.01.2022 (b) Remit Rs. 189.10 crore with interest towards interest and 1% principal outstanding as repayment of lenders due from the annuities in terms of Tripartite Agreement including the 4<sup>th</sup> Annuity and (c) Restore and release 1.66 lost

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Phantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com (India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebong@ymeng.in, anilverma@ymeng.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.nl@feedbackinfra.com



**FEEDBACK INFRA**  
Making Infrastructure Happen

**YONGMA Engineering Co. Ltd.**

In Association with

**Feedback Infra Pvt. Ltd.**

**Independent Engineer**

NH - 34, Package No. - NHDP-III/BOT/WB/02

**Project Office:**

First Floor above Ecom Express

Bakultala Para, Bhatjanga Board

Opposite FCI Godown, Next to Milan Mandir Club,

Krishnagar Distt. - Nadia -741102 (West Bengal)

Phone No.: 03472 271818

annuities and expedite release of remaining 5.62 annuities and other claims of Company / Lenders. However, as informed earlier, IE does not have the information to validate the calculations of the Senior Lender interest due, which is to be serviced from the remaining amount and the same needs to be verified by NHAI. As far as release of 1.66 annuity and remaining 5.62 annuities is concerned, IE has already recommended the Authority to release 1.66 annuity and clarification on balance 5.62 annuities has already been submitted by the IE vide letter no.YEFIPL/21/Krishnagar/IE-5055 dated 01.11.2021 (copy enclosed).

Concerning all the above, the summary of annuity to be released and to be recovered from the 4th annuity invoice is as below:

S.No	Particulars	Amount (INR), rounded off	Remarks
1	Total OTFIS remaining after 1 <sup>st</sup> annuity payment	1,43,06,99,817	2,98,53,69,071 - 1,70,46,69,254, (refer 1 <sup>st</sup> Annuity) + 15,00,00,000 (additional amount released on 08.01.2021)
2	Annuity Amount	61,20,00,000	As per CA
3	90% of S.No. 2 above	55,08,00,000	As per CA provisions
4	TDS@ 1.5%	82,62,000	
5	Net Paid to Escrow Account (As per IE) (3-4)	54,25,38,000	
	<b>Waterfall for payments as per Cl. 6(h) of tripartite agreement</b>		
6	6 (h) (i) : Taxes	-	Considered at 4 above
7	6 (h) (ii): Payments related to construction of highway	0	
8	6 (h) (iii): O&M Expenses	4,65,59,778	As per IE recommendation
9	6 (h) (iv): O&M Expenses borne by Authority	0	O&M expenses of the Authority
10	6 (h) (v): Concession Fee	0	
11	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
12	6 (h) (vii): Principal payment of NHAI to the extent of restored annuities	0	Paid during 1 <sup>st</sup> Annuity payment
13	<b>Sub Total (Sr. 6 to 12)</b>	<b>4,65,59,778</b>	
14	<b>Remaining Amount (5-13)</b>	<b>49,59,78,222</b>	<b>Total amount remaining after making payments as per waterfall mechanism up to clause 6(h)vii of Tripartite Agreement</b>
15	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	5,89,86,453	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com (India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India Tel: 0124-4746202 E-mail: kimdaebong@ymeng.in, anilverma@ymeng.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II Gurugram - 122 002, Haryana, INDIA Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688 Email: salish.nl@feedbackinfra.com





**FEEDBACK INFRA**  
Making Infrastructure Happen

**YONGMA Engineering Co. Ltd.**

In Association with

**Feedback Infra Pvt. Ltd.**

**Independent Engineer**

NH - 34, Package No. - NHDP-III/BOT/MB/02

Continuation Sheet No: 2/2

S.No	Particulars	Amount (INR), rounded off	Remarks
a	Compounded interest on Unrecovered interest on Rs.150000000/- from 3rd annuity (from 08.01.2021 to 04.07.2021)	55,83,538	Rs.15 crore- released from OTFIS on 08.01.2021. Interest on 15 crore from 08.01.2021 to 04.07.2021 has been Rs.5382740/- plus Interest on Rs.5382740/- for period 05.07.2021 to 04.01.2022 has been Rs.200798/- (It was not considered in 3rd Annuity Payment).
B	Compounded interest on unrecovered interest on OTFIS outstanding for 3 days (during 3rd to 4th Annuity)	9,02,111	Days between 3rd Annuity to 4th Annuity is 184 while it was considered 181 days. Interest on outstanding OTFIS Facility for 3 days is Rs.870179/- and Interest on Rs.870179/- for the period from 4th to 5th Annuity has been Rs.31932/-.
c	Interest from 4th Annuity to 5th annuity	5,25,00,804	Interest on remaining OTFIS Facility.
16	Amount remaining with Concessionaire (14-15)	43,69,91,769	This amount is to be used to make payment of interest on Senior Debt, remaining Principal Amount of OTFIS, Principal Amount of Senior Debt, subject to a ceiling of 1% (in the same order)
17	6 (h) (ix): Monthly proportionate provision of servicing interest due on Senior Debt Facility till payment of next annuity	1,00,42,44,521	
(a)	Unrecovered interest of the PCOD to 1 <sup>st</sup> Annuity Period	0	Recovered in 3rd Annuity
(b)	Unrecovered Interest from 2 <sup>nd</sup> Annuity to 3 <sup>rd</sup> Annuity ((Rs.363283447- Rs.412281850-Rs.19353962)	6,83,52,365	
	Unrecovered Interest from 3 <sup>rd</sup> Annuity to 4 <sup>th</sup> Annuity	44,31,94,228	As per SBI letter no. SBI/SARG/INFRA-2/AMT-2/2021-22/94 dated 14.12.21. IE cannot verify the amount as no financing documents are available with IE.
(c)	Interest from 4th Annuity to 5th Annuity	49,26,97,928	
18	Final Amount remaining with Concessionaire (16-17)	-56,72,52,752	

**Note:** Following are to be recovered by the Authority as per 6(h) (xi) of waterfall mechanism of Tripartite Agreement;

- An amount of Rs.1210536/- penalty imposed against breach of Contract (repair & rectification), refer letter no. YEFIPL/20/Krishnagar/IE- 4312 dated 21.07.2021
- Recovery of Rs. 97722221/- in lieu of Applicable Change of Scope(in principle approval by the Authority, refer letter no. NHAI/WB/Tech/NH -34/Pkg-2/Vol-IV/149347 dated 17/02/2020)
- Recovery of Rs. 216374860/- (refer para 4 above) on account of default during the execution of Contract

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebong@ymeng.in, anilverma@ymeng.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: satish.ni@feedbackinfra.com



**FEEDBACK INFRA**  
Making Infrastructure Happen

**YONGMA Engineering Co. Ltd.**

*In Association with*

**Feedback Infra Pvt. Ltd.**

**Independent Engineer**

NH - 34, Package No. - NHDP-III/BOT/WB/02

**Project Office:**

First Floor above Ecom Express

Bakultala Para, Bhatjanga Board

Opposite FCI Godown, Next to Milan Mandir Club,  
Krishnagar Distt. - Nadia - 741102 (West Bengal)

Phone No.: 03472 271818

Based on the above, the Authority is hereby requested to release Rs. 55,08,00,000.00 under 4<sup>th</sup> Annuity Payment. The recoveries are to be made as per waterfall mechanism as explained in the table above. As per I.E calculations, only partial payment of interest on Senior Debt can be serviced from the amount remaining with the Concessionaire. Interest calculations of Senior Debt is not known by the IE and has been considered from the SBI letter, the same needs to be validated by NHA.

IE also recommends, the issue of deductions / recoveries to be made as per the Tripartite Agreement may be discussed by NHA and Senior Lender in a joint meeting to avoid further issues in subsequent Annuity payments as per Cl. 6 (i) of the Tripartite Agreement.

This is for your kind information and record, please.

Thanking you,

For **Yongma Engineering Co. Ltd.** In Association with  
**Feedback Infra Pvt. Ltd.**

(S.P. Singh)

Acting Team Leader cum Resident Engineer

**Encl:** Letters under reference.

**Cc:** 1. The CGM (Tech.) & RO-Kolkata, NHA  
2. The GM (Tech), WB, NHA, HQ, New Delhi  
2. Authorized Representative, SKBHL, Krishnagar

**YONGMA Engineering Co. Ltd.**

602-1,603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3300, Fax: +82-31-740-2630, E-mail: kdb002@empal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebong@ymeng.in, anilverma@ymeng.in)

**Feedback Infra Pvt. Ltd.**

10th Floor, Building 10C, Cyber City, DLF Phase II  
Gurugram - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6655, 431 6688  
Email: salish.ni@feedbackinfra.com



**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**  
(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर VIII. & P.O.- Bhatjanga, Krishnagar  
जिला-नदीया, पिन-741102, Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / piukrishnagar@gmail.com

Memo No: 24290/NHA/PIU-Krishnagar/W-39 & W-49

Date: 10.12.2021

To  
The Acting Team leader  
Yongma Engineering Co. Ltd. in association with  
Feedback Infra Pvt. Ltd.  
Bhatjanga Road, Opposite FCI Godown,  
Next to Milan Mandir Club  
Krishnagar, Dist-Nadia-741102

Sub: Four laning of Krishnagar-Baharampore section of NH-34 from Km. 115.00 to Km. 193.000 in the state of West Bengal under NHDP phase III on DBFOT (Annuity) basis (Package No. NHDP/III/BOT/WB/02)- Invoice for Fourth Annuity payment along with missed annuities reg.

Ref: Concessionaire letter no. SKBHL/NHA/1350 dated 09.12.2021

Sir,

Please refer to the subject matter and letter u/r vide which Concessionaire has requested the Authority to release the followings:

- a) The Full amount of Rs. 61.20 Cr. towards Annuity payment pursuant to Article 27.1.1 of the CA.
- b) The lost annuities(1.66) recommended by the IE which is under Conciliation.
- c) The balance 10% amount withheld by the IE form Annuity Invoices 1,2 & 3 and also restored 3.92 annuities.

Other content of the letter is self explanatory.

In this regard you are requested to submit your comments/views/recommendations at the earliest as the due date of payment as per revised schedule M is 04.01.2022 This issues with the approval of the Project Director.

Thanking you,

Yours faithfully,

Encl: Correspondence u/r

10.12.2021  
(K.Roy)

Site Engineer  
For Project Director

Copy to:

1. The CGM(Tech.) & RO-Kolkata-for kind information
2. The GM(Tech.), WB, NHA, HQ, New Delhi-for kind information
3. The Authorized Representative, SEW Krishnagar-Baharampore Highways Ltd.-for information & necessary action



122141/2020/PIU - KRISHNAGAR



YONGMA Engineering Co. Ltd.

In Association with

Feedback Infra Pvt. Ltd.

Independent Engineer

NH - 34, Package No - NHDP-II/BOT/WB/02

Continuation Page - 8 - of 8

Annexure I

**SCHEDULE - M**  
(See Clause 27.1.1.)

**Modified Annuity Payment Schedule**  
(based on Actual Appointed Date: 10.01.2012)

Sl. No.	Annuity Payment Date	Annuity Amount (Rs. Crore)
1	04-01-2015	61.20
2	04-07-2015	61.20
3	04-01-2016	61.20
4	04-07-2016	61.20
5	04-01-2017	61.20
6	04-07-2017	61.20
7	04-01-2018	61.20
8	04-07-2018	61.20
9	04-01-2019	61.20
10	04-07-2019	61.20
11	04-01-2020	61.20
12	04-07-2020	61.20
13	04-01-2021	61.20
14	04-07-2021	61.20
15	04-01-2022	61.20
16	04-07-2022	61.20
17	04-01-2023	61.20
18	04-07-2023	61.20
19	04-01-2024	61.20
20	04-07-2024	61.20
21	04-01-2025	61.20
22	04-07-2025	61.20
23	04-01-2026	61.20
24	04-07-2026	61.20
25	04-01-2027	61.20

Note: Actual Appointed Date

YONGMA Engineering Co. Ltd.

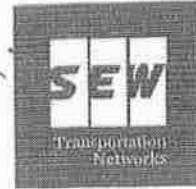
602-1, 603-2, Fantom theme park, 7, Gumi-ro 9beon-gil, Bundang-gu, Seongnam-si,  
Gyeonggi-do, KOREA-13637, Tel: +82-31-740-3306, Fax: +82-31-740-2630, E-mail: kdb002@ampal.com  
(India Br. Office: 301-302 Times Centre, Sector 54, Gurugram-122003, India  
Tel: 0124-4746202 E-mail: kimdaebono@ymena.in, anilverma@ymena.in)

Feedback Infra Pvt. Ltd.

15<sup>th</sup> Floor, Tower 9B, DLF Cyber City, Phase-III  
Gurgaon - 122 002, Haryana, INDIA  
Tel: (0124) 4316100, Fax: (0124) 431 6656, 431 6688  
Email: rudradeo.kumar@feedbackinfra.com

SEW Krishnagar Baharampore Highways Ltd.

Ans  
21/12/2021  
write a letter  
to team leader  
21/12/2021



Lr. No. SKBHL/NHAI/1350

Date: 09 Dec 2021

To

**The General Manager (T),**  
National Highways Authority of India,  
G-5&6, Sector-10, Dwaraka,  
New Delhi-110075.

**Sub:** Four-laning of Krishnagar-Baharampore section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-III/BOT/WB/02): **Payment for Annuity Invoice no.4 along with missed annuities – Reg.**

**Ref:**

1. Concession Agreement Dt. 16.06.2011
2. Tripartite Agreement Dt.21.10.2016
3. Provisional Completion Certificate Dt. 10.02.2020 issued by Independent Engineer vide letter no. 4078 Dt.17.02.2020
4. Our letter no. SKBHL/NHAI/1271 dated 06.07.2020
5. IE's letter no. YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
6. Our letter no. SKBHL/IE/917 dated 05.08.2020
7. Our letter no. SKBHL/IE/931 dated 03.12.2020
8. Our letter no. SKBHL/NHAI/1302 dated 04.12.2020
9. Our letter no. SKBHL/NHAI/328 date 02.06.2021

**Dear Sir,**

1. We draw your kind attention to Article 27.3.1 of the CA which stipulates "*concessionaire shall at least 30 days prior to the relevant annuity payment date submit its invoice, addressed to the Authority for payment of annuity for the applicable annuity payment period, with a copy to the Independent Engineer*".
2. We request your kind attention towards the deductions proposed by the IE from our Invoice No.1 annuity payment, and our replies to the same through ref (5) and (6) above.
3. Through our letter ref (7) above, we have intimated the IE about completion of Punch List items and requested for issuing the Completion Certificate pursuant to article 14.2 of the CA.

Regd Office:  
6-3-871, 'Snehalata', Greenlands Road, Begumpet,  
Hyderabad 500 016, T.S. India  
Tel +91.40.663.000 00 Fax +91.40.663.000 01

CIN: U45400TG2011PLC073116



Accordingly, we request you to consider releasing:

- a. the full amount (INR 61.2 Cr) towards Annuity Invoice 4 payment pursuant to article 27.1.1 of the CA,
  - b. the lost annuities recommended by the IE (1.66x) which need to be restored, and
  - c. the balance 10% amount withheld from Annuity Invoices 1, 2, & 3 and also from restored annuities (3.92x).
4. We request you not to implement the deductions proposed by the IE vide letter ref (5) above excepting the IE fee of INR 4.35 Cr. as already submitted through our letter ref (6) above.
5. Further, we request you to continue release of funds under OTPIS for completion of balance works.
6. It may please be noted that an amount of Rs 17.85 Cr. only had been released by the Authority so far towards O&M Expenses for the period from 10.02.2020 to 04.01.2022. We request the Authority to release sufficient funds for smooth operations of the Project Highway which include SPV operations & general expenses, apart from road repairs and maintenance.

We are enclosing as Annexure-B, the following details:-

- (i) Expenses incurred from PCOD to 30.11.2021 and also estimate for further period up to 04.01.2022.
- (ii) Budget for period from 05.01.2022 to 04.07.2022 (upto scheduled date of next annuity release).

As per the details submitted through Annexure-B, we request the Authority to release an amount of 19.10 Cr. towards O&M, from this Annuity, to concessionaire's Escrow/Sub-escrow account no. **31677977859** maintained with the State Bank of India, CCG Branch, Banajara Hills Road No.12, Hyderabad.

Regd Office:

6-3-871, 'Snehalata', Greenlands Road, Begumpet,  
Hyderabad 500 016, T.S. India  
Tel +91.40.663.000 00 Fax +91.40.663.000 01

CIN: U45400TG2011PLC073116



SEW Krishnagar Baharampore Highways Ltd.



The Fourth invoice and the above requests are submitted without prejudice to our Claims presently being pursued with CCIE. Early release of the payment is requested.

Thanking you,

For SEW Krishnagar Baharampore Highways Ltd.

A handwritten signature in ink, appearing to read 'Awadh Ram Mishra', written over a horizontal line.

(Awadh Ram Mishra)  
Authorized Signatory

Enclosed: Our Invoice No.4 & Annexures B

Copy to:

- (1) RO&CGM, NHAI, Kolkata – for kind information.
- (2) PD, NHAI, PIU-Krishnagar – for kind information.
- (3) The Independent Engineer, Gurugram – for kind information.
- (4) The Team Leader, Krishnagar – for kind information.

Regd Office:

6-3-871, 'Snehalata', Greenlands Road, Begunpet,  
Hyderabad 500 016, T.S. India  
Tel +91.40.663.000 00 Fax +91.40.663.000 01

CIN: U45400TG2011PLC073116

**NATIONAL HIGHWAYS AUTHORITY OF INDIA**

**INDEPENDENT ENGINEER:**  
M/s Y J Engineering Co. Ltd in Association with Feedback Infrastructures Services Pvt. Ltd.

**NAME OF THE PROJECT:** Four-laning of Krishnagar-Baharampur section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-III/BOI/WB/02)

**ANNUITY PAYMENT CERTIFICATE NO.4**

**CONCESSIONAIRE**  
**SEW KRISHNAGAR**  
**BAHARAMPORE**  
**HIGHWAYS**  
**LIMITED**

Concession Agreement Dated: 16th June 2011 & 2. Tripartite Agreement Date: 21st October 2016

S.No.	Particulars	Claimed Amount in Rs			Balance as on date	Remarks
		Previous	Current	Paid		
1	Annuity amount due on Annuity Payment Date: 04.01.2022	1,836,000.000	612,000.000	1,540,424.175	295,575.825	Annuity Invoice no.4 Up to Annuity Invoice no.3
2	Balance amount receivable Annuity Invoice No. 1, 2 and 3	2,399,040.000		2,159,136.000	239,904.000	Restored Annuities as per Tripartite Agreement 3.92 x
3	Balance amount from Restored Annuities (3.92x)	1,015,920.000			1,015,920.000	IE recommended Restored Annuities 1.66 x
4	IE Recommended Annuities (1.66x)	5,250,960.000	612,000.000	3,699,560.175	1,551,399.825	
	<b>TOTAL Rs.</b>					

Kindly remit the Annuity Payment through RTGS in - Mention RTGS Details

PAN No: AAPCS5143Q

Date:  
Place:

Verified, Certified & Recommended for Payment  
by Independent Engineer

Claimed By Concessionaire  
**M/s SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LIMITED**

Authorized Signatory



Authorized Signatory

**SEW KRISHNAGAR BAHARAMPUR HIGHWAYS LIMITED**

**NAME OF THE PROJECT:** Four-laning of Krishnagar-Baharampur section of NH-34 from Km 115.000 to Km 195.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Pattern (Package NO. NHDP-III/BOI/MR/02)

**INVOICE FOR ANNUITY**

Under Article 27 of the Concession Agreement between National Highways Authority of India and SEW Krishnagar Baharampur Highways Limited

4

**INVOICE NO**  
**EMPLOYER**

**NATIONAL HIGHWAYS AUTHORITY OF INDIA**  
  
Mr. Y. J. Engineering  
Co.Ltd in Association with  
Feedback Infrastructures  
Services Pvt. Ltd.

**INDEPENDENT ENGINEER**

**SEW KRISHNAGAR BAHARAMPUR HIGHWAYS LIMITED**

**PROJECT COMPANY**

6 MONTHS-05/07/2021 TO 04/07/2022

**ANNUITY PERIOD**

04/07/2022

**ANNUITY PAYMENT DATE**

31/07/2023

**DESIGNATED BANK ACCOUNT No.**

AAPCS5143Q

**DESIGNATED PAN No.**

STATE BANK OF INDIA

**DESIGNATED BANK**

SEPN003039

**RITCS CODE**

19AAPCS5143Q1Z

**GST NUMBER**

95/1 M.G. Road  
Opposite District Judge Bungalow  
NADIA

**ADDRESS**

Pin-741101, (West Bengal)

Sl. No.	Item Description	Amount in INR	Remarks
1	Annuity Amount	612,000,000	Refer Annexure-I
2	Balance amount receivable from 1,2 & 3rd Annuity Invoices	295,575,825	Refer Annexure-I
3	Balance amount receivable from Residual Annuities in (3.92%)	209,994,000	Refer Annexure-I
4	15 Recommended Annuities (156%)	1,013,920,000	Refer Annexure-I
5	Net Amount	2,143,392,825	

Submitted by



Authorised Signatory



Date:

Verified, Certified & recommended for payment

Independent Engineer

Date:



# SEW KRISHNAGAR BAHARAMPUR HIGHWAYS LIMITED

Annexure-I

NAME OF THE PROJECT: Four-laning of Krishnagar-Baharampore section of NH-34 from km 115.000 to km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOI (Annuity) Pattern (Package NO. NHDP-III/BOI/WB/02)

## CALCULATION SHEET FOR ANNUITY

INVOICE NO : 4  
EMPLOYER : NATIONAL HIGHWAYS AUTHORITY OF INDIA  
PROJECT COMPANY : SEW KRISHNAGAR BAHARAMPUR HIGHWAYS LIMITED  
ANNUITY PERIOD : 6 MONTHS-05/07/2021 TO 04/01/2022

Sl. No.	Item Description	No. of Annuities	Annuity Amount	Amount in INR	Amount paid by NHAI	Balance Amount to be paid by NHAI	Remarks
1	Annuity Amount	1	612,000,000	612,000,000		612,000,000	
2	Balance amount receivable from 1,2 & 3 rd Annuity Invoices		1,836,000,000	1,836,000,000	1,540,424,175	295,575,825	
3	Restored Annuities	3.92	612,000,000	2,399,040,000	2,159,136,000	239,904,000	
4	IE Recommended Annuities	1.66	612,000,000	1,015,920,000		1,015,920,000	
	TOTAL			5,862,960,000	3,699,560,175	2,163,399,825	

Submitted by


Authorised Signatory

Date:

Verified, Certified & recommended for payment

Independent Engineer

Date:

## ANNEXURE - B

COMPANY OPERATIONS & MAINTENANCE EXPENSES					(Amt in Rs Cr)
Sl.no	Description	EXPENDITURE INCURRED FROM 10-02- 2020 to 30-11-2021	Estimates - from 01-12-2021 to 04-01-2022	Budgetted -Period 05.01.22 - 04.07.22 (6 M)	TOTAL
1	Repairs & Maint as per Work Order	19.76	0.95	5.22	25.93
2	SPV Expenses	7.7	0.314	3.00	11.01
	Total	27.46	1.26	8.22	36.94
	Amount recived from NHAI towards O&M	17.84	0	0	17.84
					0.00
	Balance amount required for O&M	9.62	1.26	8.22	19.10

*Signature*





**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**  
(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर Vill. & P.O.- Bhatjanga, Krishnagar  
जिला-नदीया, पिन-741102, Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / plukrishnagar@gmail.com

Memo No: 24336 /NHAI/PIU-Krishnagar/W-49&W-39

Date: 20.12.2021

To  
The Acting Team leader  
Yongma Engineering Co. Ltd. in association with  
Feedback Infra Pvt. Ltd.  
Bhatjanga Road, Opposite FCI Godown,  
Next to Milan Mandir Club  
Krishnagar, Dist-Nadia-741102

**Sub:** 4-laning of Krishnagar-Berhampore section of NH-34 from Km. 115.000 to Km 193.000 in in the State of West Bengal under NHDP phase-III on DBFOT(Annuity) basis (package No. NHDP-III/BOT/WB/02)- **Restoration of Lost Annuities and anomaly in release of Annuity Payment-Reg .**

**Ref:** 1. SBI letter SBI SARG/INFRA-II/AMT-2/2021-22/94 Dated 14.12.2021  
2. Your letter no YEFIPL/21/Krishnagar /IE-5127 Dated 17.12.2021  
3. NHAI letter no 24268/NHAI/PIU-Krishnagar /W-39 & W-49 Dated 06.12.2021  
4. NHAI HQ Letter No NHAI/GM(T)/Krish Bah/WB/61 Dated 03.12.2021  
5. SBI Letter SARG/INFRA-II/AMT-2/2021-22/87 Dated 20.11.2021

Sir,

1. Please refer to the subject matter & letters u/r.
2. You vide letter u/r (2) have stated that, the recommendation of all annuities were made as per the waterfall mechanism of the Tripartite Agreement. Again the lead banker has written a letter under reference (1) which is self explanatory and also requested to (i) release 49.27 Cr towards interest and Rs 5.84Cr towards 1% of Principal in 4<sup>th</sup> annuity due on 04.1.2022 based on calculation placed in Annexure.(ii) Remit Rs 189.10 Crore towards interest and 1% principal outstanding as repayment of lenders due form annuities in term of Tripartite Agreement including the fourth annuity.(iii) Restore and release 1.66 lost annuities and to expedite release of remaining 5.62 annuities and other claims of Company/Lenders .
3. In view of the above, it is requested you to submit the reply within the purview of this recent letter from State Bank of India.

Thanking you,

Yours faithfully

Encl.: Letters u/r

(S. Pal)  
Project Director

1. Authorised Signatory ,SKBHL -for information and necessary action please .





भारतमाला  
प्रगति के पथ पर अग्रसर  
BHARATMALA  
ROAD TO PROSPERITY

# भारतीय राष्ट्रीय रातमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

## National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर Vill. & P.O.- Bhatjangla, Krishnagar  
जिला-नदिया, पिन-741102 Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / plukrishnagar@gmail.com

Date: 19.07.2021

Memo No: 22795 /NHAI/PIU-Krishnagar/W-39

To

The Authorized Representative

SEW Krishnagar-Baharampore Highways Ltd.

95/1, M.G. Road, Near District Judge Bungalow

P.O. Krishnagar, Dist. Nadia, PIN - 741101

**Sub:** Four-laning of Krishnagar-Baharampore section of NH-34 from Km 115.000 to Km. 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Basis (Package No. NHDP-III/BOT/WB/02) -- Invoice for Third Annuity payment along with missed annuities- reg.

Ref:

1. Agreement Signed on: 16.06.2011
2. Appointment Date: 10.01.2012
3. Completion Period: 910 days
4. Tripartite Agreement: 21.10.2016
5. PCOD for 65.018 Km achieved on 10.02.2020
6. IE letter no: YEFIPL/20/Krishnagar/IE-4312 dated 21.07.2020
7. NHAI Letter no: 21593/NHAI/PIU-Krishnagar/W-39 & W-49 dated 04.01.2021
8. Concessionaire Letter no: SKBHL/NHAI/1328 dated 02.06.2021
9. NHAI Letter no: 22626/NHAI/PIU-Krishnagar/W-39&W-49dated 03.06.2021
10. NHAI Letter no: 22652/NHAI/PIU-Krishnagar/W-39 & W-49 dated 10.06.2021
11. IE Letter no: YEFIPL/21/Krishnagar/IE- 4813 dated 25.06.2021
12. NHAI Letter no. 22734/NHAI/PIU-Krishnagar/W-39 & W-49 dated 29.06.2021
13. IE Letter No : YEFIPL/21/Krishnagar/IE- 4840 dated 03.07.2021
14. Concessionaire letter no : SKBHL/NHAI/1332 Dated 05.07.2021

Sir,

This is in reference to the NHAI letter u/r (9), vide which this office has requested the Independent Engineer to submit comments/Views/recommendation on the submission made by the Concessionaire vide its letter u/r (8). NHAI further sent letter u/r (12) above vide which it was requested to consider the request from the Bank cited in letter u/r (10) above along with the release of OTFIS Tranche of Rs. 15.0 Cr . The Concessionaire vide its letter u/r (8) has submitted the Third Annuity Invoice for release of full annuity payment towards the 3rd invoice along with a request to release 1.66 annuities recommended earlier by IE and 10% amount withheld from the restored annuities, 1st annuity and the 2nd annuity. IE's observation and recommendation are as under:

Concessionaire's request for release of full annuity amount (100%): The Provisional Completion Certificate has been issued by the Independent Engineer vide letter no. YJFISPL/20/Krishnagar/IE-4072 dated 17.02.2020 with effect from 10.02.2020. Since the

Completion Certificate has not been issued as per Clause 14.2 of the CA, the Concessionaire is entitled to get payment as per clause 27.1.2 only, wherein it is specified that "In case the Concessionaire achieved CoD pursuant to Provision of the Clause 14.3.2 of this agreement, then it would be entitled to 90% of the Annuity payable till the Completion Certificate is issued as per provision of the Clause 14.2 of this agreement". Hence, the request for release of the full annuity amount is not acceptable.

As per the CA, Annuity payment shall be done as per Schedule-M which has been modified as per the actual appointed date and was submitted along IE letter u/r (6). As per the updated schedule-M, the Concessionaire is to receive 3rd annuity payment on 04.07.2021.

In view of the above, the amount of 3rd annuity payable to the Concessionaire shall be as under:  
Annuity payable on 04.07.2021 = Rs. 61,20,00,000.00

As per clause 27.1.2 of CA, 90% of annuity is payable until completion certificate is issue.

Therefore, Total payable mount =  $(61,20,00,000 \times 0.90)$  = Rs. 55,08,00,000.00

1.66 annuities recommended earlier by IE: NHAI is yet to approve 1.66 annuities recommended by the IE. Until the approval is received, these annuities cannot be considered for release.

As per the waterfall mechanism under Clause 6 (h) (iii) of the Tripartite Agreement, O&M expenses shall be released from the annuity amount, subject to the ceiling set forth if any in the Financing Agreements. The Concessionaire in its letter u/r (8) had requested release of O&M expense for 23 months from 10.02.2020 to 04.01.2022 amounting to Rs 22.18 Cr.

The Concessionaire vide its letter no SKBHL/NHAI/1326 dt.11.05.2021 had informed that the estimate for carrying out O&M activities for 12 month is Rs. 9,31,19,556.00. with respect to the Concessionaire's letter the per month expenditure for O&M activity is Rs. 77,59,963.00, therefore for O&M activities for 23 months the expenditure should be Rs 17,84,79,149.00.

NHAI as per its letter u/r (7) has already released Rs. 5,16,03,756.00 against O&M activity during 2nd Annuity Payment. Therefore, for carrying out O&M activities an amount of Rs.  $(17,84,79,149 - 5,16,03,756)$  = Rs. 12,68,75,393.00 is released to the Concessionaire from the 3rd annuity invoice.

As per 3.1 (d) of tripartite agreement, till the principal amount under the NHAI OTFIS facility are repaid or recovered, they shall at all times carry an interest rate equal to 2% above the Bank rate of RBI. As and when the bank rate of RBI changes, the interest rate applicable to the principal amount outstanding under the NHAI OTFIS facility shall also undergo a corresponding change. Interest will be compounded annually and calculated on the daily outstanding balance of NHAI OTFIS facility and interest thereon that shall have become due but remained to have been paid. In the event of any tax being imposed so paid/payable, such amount shall be recovered over and above the applicable interest liability to NHAI.

The calculation as per the IE for the 1st and 2nd Annuity payments as per the Tripartite Agreement is as follows -

1st Annuity Payment



S.No	Particulars	Amount (INR), rounded off	Remarks
	Total OTFIS	2,98,53,69,071	
	Annuity Amount	48,75,82,417	Based on pro-rate basis
	Restored Annuity	2,39,90,40,000	
	Total Payable (2+3)	2,88,66,22,417	
	90% of S.No. 4 above	2,59,79,60,175.30	
	TDS@ 1.5%	3,89,69,403	
	Net Paid to Escrow Account (As per IE) (5-6)	2,55,89,90,773	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement		
	6 (h) (i) : Taxes	-	Considered at 6 above
	6 (h) (ii): Payments related to construction of highway	0	
	6 (h) (iii): O&M Expenses	0	
	6 (h) (iv): O&M Expenses borne by Authority	41,26,79,604	O&M expenses of the Authority, (1) 35,55,86,115 - O&M expenses of the Authority (2) 5,70,93,489 - IE fee recoverable from the Concessionaire
	6 (h) (v): Concession Fee	0	
	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	45,44,66,746	
	6 (h) (vii): Principal payment of NHA1 to the extent of restored annuities	1,70,46,69,254	Actual Restored Annuity, 2,15,91,36,000 (90% of amount) - Interest of OTFIS till PCOD, 45,44,66,746
	Sub Total (Sr. 8 to 14)	2,57,18,15,604	
	Remaining Amount (7-15)	-1,28,24,831.33	Total amount remaining after making payments as per waterfall mechanism upto clause 6(h) vii of tripartite agreement. The unrecovered amount is to be adjusted with 2nd Annuity Payment
	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	13,61,42,291	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Interest from PCOD till Payment of 1st annuity	8,83,66,924	



S.No	Particulars	Amount (INR), rounded off	Remarks
b	Interest from 1st Annuity to Second annuity	4,77,75,366	
	Total Unrecovered Interest (17 - 16)	13,61,42,291	No amount left for Interest recovery
	Amount remaining with Concessionaire (16-17)	0	No amount remaining for making payments further as per Tripartite Agreement.

From the above, as per the IE, from the amount released to the Concessionaire under the 1st Annuity payment (and restored annuity), there is no amount left for full recovery of dues payable to the Authority as per 6 (h) (iv) of the Tripartite agreement onwards. Subsequently, since dues towards the Authority as per 6 (h) (iv) and interest as per clause 6 (h) (viii) was not recovered, the same is to be recovered from the payment of 2nd annuity.

#### 2nd Annuity Payment

S.No	Particulars	Amount (INR), rounded off	Remarks
	Total OTFIS remaining after 1st annuity payment	1,28,06,99,817	2,98,53,69,071 - 1,70,46,69,254, refer table above
	Annuity Amount	61,20,00,000	As per CA
	90% of S.No. 2 above	55,08,00,000	As per CA provisions
	TDS@ 1.5%	82,62,000.00	
	Net Paid to Escrow Account (As per IE)	54,25,38,000.00	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement		
	6 (h) (i) : Taxes	-	Considered at 4 above
	6 (h) (ii): Payments related to construction of highway	0	
	6 (h) (iii): O&M Expenses	5,16,03,756	As considered by Authority in payment of 2nd Annuity
	6 (h) (iv): O&M Expenses borne by Authority	1,28,24,831	Unrecovered amount from the 1st Annuity payment
	6 (h) (v): Concession Fee	0	
	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1st Annuity payment
	6 (h) (vii): Principal payment of NHA to the extent of restored annuities	0	Paid during 1st Annuity payment
	Sub Total (Sr. 6 to 12)	6,44,28,587	
	Remaining Amount (5-13)	47,81,09,413	Total amount remaining after making payments as per waterfall mechanism upto clause 6(h)vii of tripartite agreement

*[Signature]*

S.No	Particulars	Amount (INR), rounded off	Remarks
	6 (h) (viii): Interest accrued on OTFIS facility till next annuity payment	18,82,17,378	Total interest on OTFIS facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Compounded Interest of unrecovered interest amount from 1st Annuity	14,12,20,958	
b	Interest from 2nd Annuity to 3rd annuity	4,69,96,420	
	Amount remaining with Concessionaire (14-15)	28,98,92,035	This amount is to be used to make payment of interest on Senior Debt, 1% Principle, remaining OTFIS (in the same order)
	6 (h) (ix): Monthly proportionate provision of servicing interest due on Senior Debt Facility till payment of next annuity	72,15,27,847	
(a)	Unrecovered interest of the 1st Annuity Period	30,92,45,997	As per SBI letter dated 09.06.21. IE cannot verify the amount as no financing documents are available with IE.
(b)	Interest from 2nd annuity to 3rd annuity	41,22,81,850	
	Final Amount remaining with Concessionaire (16-17)	-43,16,35,812	As amount is not sufficient to recover payment as per 6 (h) (ix); only partial payment of Rs. 28.99 cr out of total due of Rs. 72.15 cr can be made.

From the above, as per the IE, from the amount released to the Concessionaire under the 2nd Annuity payment, the amount of Rs. 28.99 crore (at sr. 16 of the table) is to be used to make payment of interest due on senior debt from PCOD to 1st Annuity, 1st Annuity to 2nd Annuity and 2nd Annuity to 3rd Annuity period (only partial payment is possible considering amount remaining).

Further to IE's recommendation on 1st and 2nd annuities, the Authority after making necessary recovery NHAI has informed vide its letter u/r (7), that an outstanding OTFIS facility of Rs. 102,46,49,001.00 is yet to be recovered and then after infusion of further tranche of Rs. 15,00,00,000, the total balance outstanding was 117,46,49001.00. The Senior Lender SBI vide its letter no SARG/INFRA-IIAMT-3/20-21/88 dated 25.09.2020 has informed that during the release of 1st and 2nd annuity amount along with missed annuity, the Authority had not adhered to the waterfall mechanism as per clause 6(h) of the Tripartite agreement and had not considered

- i) Monthly Proportionate provision of servicing interest due on the Senior Debt Facility till payment of next annuity.
- ii) Payment of 1% of the principal amount of the senior debt facility after PCOD/COD

*8/10/21*

The Authority vide its letter u/r (10) has forwarded the SBI letter no SARG/INFRA-II/AMT-3/20-21/13 dated 09.06.2021 vide which the senior lender has stated that with respect to clause 6 (h).IX of the Tripartite Agreement, the senior lenders are entitled to 1% on the principal amounting to Rs. 17,51,98,119.20 for 1st, 2nd and 3rd Annuity. Hence, in view of the Para 6 above, it kindly informed while considering the applicable priority as per waterfall mechanism, there is no amount left for release of Senior Lender's interest and principal in the 1st Annuity payment; however considering the amount left from 2nd annuity, interest on Senior Debt may be serviced from 2nd annuity payment. However, IE does not have the information to validate the calculations of the Senior Lender interest due, which is to be serviced from the remaining amount of the second annuity and the same needs to be verified by NHAI.

Concerning all the above, the summary of annuity to be released and to be recovered from the 3rd annuity invoice is as below as per IE recommendations are as under with due regard to the waterfall mechanism:

S.No	Particulars	Amount (INR), rounded off	Remarks
	Total OTFIS remaining after 1st annuity payment	1,43,06,99,817	2,98,53,69,071 - 1,70,46,69,254, (refer 1st Annuity table at para 5 above) + 15,00,00,000 (additional amount released on 08.01.2021)
	Annuity Amount	61,20,00,000	As per CA
	90% of S.No. 2 above	55,08,00,000	As per CA provisions
	TDS@ 1.5%	82,62,000.00	
	Net Paid to Escrow Account (As per IE) (3-4)	54,25,38,000.00	
	Waterfall for payments as per Cl. 6(h) of tripartite agreement		
	6 (h) (i) : Taxes	-	Considered at 4 above
	6 (h) (ii): Payments related to construction of highway	0	
	6 (h) (iii): O&M Expenses	12,68,75,393	As per IE recommendation
	6 (h) (iv): O&M Expenses borne by Authority	0	O&M expenses of the Authority
	6 (h) (v): Concession Fee	0	
	6 (h) (vi): Interest on OTFIS Facility till PCOD from restored annuities	0	Paid during 1st Annuity payment
	6 (h) (vii): Principal payment of NHAI to the extent of restored annuities	0	Paid during 1st Annuity payment
	Sub Total (Sr. 6 to 12)	12,68,75,393	
	Remaining Amount (5-13)	41,56,62,607.00	Total amount remaining after making payments as per waterfall mechanism up to clause 6(h)vii of Tripartite Agreement
	6 (h) (viii): Interest accrued on OTFIS	5,23,79,160	Total interest on OTFIS



S.No	Particulars	Amount (INR), rounded off	Remarks
	facility till next annuity payment		facility to be recovered before payment of interest on Senior Debt, 1% of Principal of Senior Debt, and remaining OTFIS
a	Unrecovered interest from 2nd annuity	0	Paid from 2nd annuity
b	Interest from 2nd Annuity to 3rd annuity	5,23,79,160	
	Amount remaining with Concessionaire (14-15)	36,32,83,447	This amount is to be used to make payment of interest on Senior Debt, remaining Principal Amount of OTFIS, Principal Amount of Senior Debt, subject to a ceiling of 1% (in the same order)
	6 (h) (ix): Monthly proportionate provision of servicing interest due on Senior Debt Facility till payment of next annuity	87,48,30,040	
(a)	Unrecovered interest of the PCOD to 1st Annuity Period	1,93,53,962	(Ref S.r 17a of 2nd Annuity Table) 30,92,45,997 - 28,98,92,035 (Ref S.r 16 of 2nd Annuity Table), unrecovered amount from 2nd annuity payment.
(b)	Unrecovered Interest from 2nd Annuity to 3rd Annuity	41,22,81,850	As per SBI letter dated 09.06.21. IE cannot verify the amount as no financing documents are available with IE.(copy enclosed)
(c)	Interest from 3rd Annuity to 4th Annuity	44,31,94,228	
	Final Amount remaining with Concessionaire (16-17)	-51,15,46,593	As amount is not sufficient to recover payment as per 6 (h) (ix); only partial payment of Rs. 36.32 cr. out of total due under 6(h) ix of Rs. 87.48 cr can be made.

Based on these, as there is considerable changes in the figures of outstanding OTFIS of 117.41 Cr as against 143.06 Cr after adjustment as per IE recommendation as per tripartite and also the date of payment was very near, so keeping a meeting in near future to sort out the matter. The payment was made as per the table below as also done in the earlier instances after application of clause 33.4 of the Concession Agreement in the interest of the all stakeholders. IE also under para 7 has shown some confusion regarding the interest and Concessionaire vide letter u/r (14) has objected the same. Therefore the payment is made as under after the recommendation and due approval of RO.

Summary of amount recovery propose and release of payment to the Concessionaire as per 33.4 clause of the CA for which Competent Authority accorded approval vide Computer no. 91808  
Note no#14:

Sl. No.	Particular	Amount (Rs)
1.	Principal Amount of 3rd Annuity Payment	61,20,00,000.00
2.	As per Clause 27.1.2 of CA, 90% of Annuity against 3rd Annuity payment is payable until completion certificate	55,08,00,000.00
3.	Interest Accrued on OTFIS	5,23,79,160.00
4.	Amount to be released for O & M Expenses to the Concessionaire in ESCROW account	12,68,75,393.00
5.	TDS @2% on S No 3 and 4 above	35,85,091.06
6.	Amount available for recovery against OTFIS=2-3-4-5	36,79,60,355.94
7.	Principal Amount of OTFIS outstanding after 2nd annuity	117,46,49,001.00
8.	Total outstanding OTFIS after 3rd Annuity (7-6)	80,66,88,645.06

Approval is hereby accorded for release the O & M expenditure of Rs 12,68,75,393/- into the Escrow Account as mentioned in the above said table after deduction of applicable TDS as the Maintenance of Highways is of utmost importance during this Monsoon Season. The amount has been credited on 16th July 2021 to following bank details:

(a) Account Name: SEW KRISHNAGAR BAHARAMPORE HIGHWAYS LTD - ESCROW A/C

(b) Account Number: 31677977859

(c) Bank Name with Address: State Bank of India, Commercial Client Group Branch, Door No 8-2-684/2/A, Anand Banjara Colony, Road no. 12, Branch Code: 13039, Branch Phone: 23421427, IFSC Code : SBIN0013039

(b) Address of Company: 6-3-871, Snehalata Greenlands Road, Begumpet, Hyderabad - 500016

(e) PAN No of the Company: AAPCS5143Q

This is for your information and necessary action please.

Thanking you,

Yours faithfully,

*S. Pal*  
19/07/2021

(S. Pal)  
Project Director

Copy to:

The CGM (Tech.) & RO-Kolkata, NHAI - for kind information

The Independent Engineer, M/s Yongma Engineering Private Limited in JV with M/s Feedback Infra Private Limited - for information and necessary action.

~~Sarg Infra / State Bank of India - Senior Lenders For information & necessary action~~



भारतमाला  
प्रगति के पथ पर अग्रसर  
BHARATMALA  
ROAD TO PROSPERITY

# भारतीय राष्ट्रीय रातमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

## National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर VIII. & P.O.- Bhatjangla, Krishnagar  
जिला-नदीया, पिन-741102 Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / plukrishnagar@gmail.com

Memo No: 22626 /NHA/PIU-Krishnagar/W-39 & W-49

Date: 03.06.2021

To  
The Acting Team Leader  
Yongma Engineering Co. Ltd. in association with  
Feedback Infra Pvt. Ltd.  
Bhatjangla Road, Opposite FCI Godown,  
Next to Milan Mandir Club  
Krishnagar, Dist.- Nadia - 741102

**Sub:** Independent Engineer services for Four-laning of Krishnagar-Baharampore section of NH-34 from Km 115.000 to Km. 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Basis (Package No. NHDP-III/BOT/WB/02) - Invoice for Third Annuity Payment along with missed annuities - reg.

**Ref:**

- 1) Letter no. SKBHL/NHA/1328 Dated 02<sup>nd</sup> June 2021 of the Concessionaire, SEW Krishnagar-Baharampore Highways Limited

Sir,

Please refer to the subject matter and letters u/r vide which Concessionaire has requested the Authority to release the followings :

- (a) Full amount of Rs 61.20 Cr towards Annuity payment pursuant to Article 27.1.1 of the CA
- (b) Lost annuities recommended 1.66 Annuities which is under Conciliation.
- (c) Restored annuities 3.92 Annuities
- (d) Balance receivables from the Authority .

Other Contents of the letter is self explanatory.

In this regard, you are requested to submit your comments/views/recommendations at the earliest as the due date of payment as per revised Schedule M is 04.07.2021

. Thanking you,

Yours faithfully,

*(S. Pal)*  
03/06/2021

Project Director

Copy to:

- 1) The CGM (Tech.) & RO-Kolkata, NHA - for kind information
- 2) The GM (Tech.) WB, NHA, HQ, New Delhi - for kind information
- 3) The Authorised Representative, SEW Krishnagar-Baharampore Highways Limited - for information



भारतमाला  
प्रगति के पथ पर अग्रसर  
BHARATMALA  
ROAD TO PROSPERITY

# भारतीय राष्ट्रीय रातमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

**National Highways Authority of India**

(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर VIII. & P.O.- Bhatjanga, Krishnagar  
जिला-नदीया, पिन-741102 Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / plukrishnagar@gmail.com

Memo No: 22652 /NHAI/PIU-Krishnagar/W-39 & W-49

Date: 10.06.2021

To  
The Acting Team Leader  
Yongma Engineering Co. Ltd. in association with  
Feedback Infra Pvt. Ltd.  
Bhatjanga Road, Opposite FCI Godown,  
Next to Milan Mandir Club  
Krishnagar, Dist.- Nadia - 741102

**Sub:** Independent Engineer services for Four-laning of Krishnagar-Baharampore section of NH-34 from Km 115.000 to Km. 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Basis (Package No. NHDP-III/BOF/WB/02) - Invoice for Third Annuity Payment along with missed annuities - reg.

**Ref:**

- 1) This office letter 22626/NHAI/PIU-Krishnagar/W-39 & W-49 Dated 03.06.2021
- 2) Letter no. SKBHL/NHAI/1328 Dated 02th June 2021 of the Concessionaire, SEW Krishnagar-Baharampore Highways Limited

Sir,

In continuation to the letter u/r(1) , Please find attached a letter from SBI , Lead Banker addressed to Chairman ,NHAI in which they have stated that the monthly proportionate provision of servicing interest due on the Senior Debt Facility till payment of next annuity as per 6(h) (ix) of Tripartite Agreement for each of 03 annuities since PCOD . The amount needs to be a part of the amount payable to lenders as per waterfall mechanism.

They have mentioned an amount of Rs. 17,51,98,119.20 to be payable for 3 annuities since PCOD. You are requested to please review their submission and incorporate accordingly in the next annuity payable.

Thanking you,

Yours faithfully,

*(Signature)*  
10/6/2021  
(S. Pal)

Project Director

Copy to:

- 1) The CGM (Tech.) & RO-Kolkata, NHAI - for kind information
- 2) The GM (Tech.) WB, NHAI, HQ, New Delhi - for kind information
- 3) The Authorised Representative, SEW Krishnagar-Baharampore Highways Limited - for information





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**  
(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं ब्लॉक : भातजांगला, कृष्णनगर VIII. & P.O.- Bhatjanga, Krishnagar  
जिला-नदीया, पिन-741102, Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / plukrishnagar@gmail.com

Memo No: 21593 /NHAI/PIU-Krishnagar/W-39 & W-49

Date: 04.01.2021

To

The Authorized Representative

SEW Krishnagar-Baharampore Highways Ltd.

95/1, M.G. Road, Near District Judge Bungalow

P.O. Krishnagar, Dist. Nadia, PIN - 741101

Sub: Four laning of Krishnagar-Baharampore section of NH-34 from km.115.00 to km.193.00 in the State of West Bengal under NHDP Phase III on DBFOT (Annuity) Basis (Package No. NHDP III/BOT/WB/02) - 2<sup>nd</sup> Annuity Invoice - reg.

Ref:

- 1) Your letter no. SKBHL/NHAI/1302 dated 04.12.2020
- 2) IE letter no. YEFIPL/20/Krishnagar/IE-4529 dated 23.12.2020
- 3) IE letter no. YEFIPL/20/Krishnagar/IE-4511 dated 08.12.2020
- 4) This office letter no. 21028/NHAI/PIU-Krishnagar/W-39 & W-49 dated 01.09.2020
- 5) IE letter no. YJFISPL/20/Krishnagar/IE-4078 dated 17.02.2020.

Sir,

Please refer to your letter u/r (1) vide which Concessionaire has submitted the 2nd Annuity Invoice for release of full annuity payment towards 2nd invoice along with a request to release 1.66 Annuities recommended by IE, and 10% amounts withheld from the restored annuities and 1st annuity released by the Authority.

As per CA, the Provisional Completion Certificate has been issued by the Independent Engineer vide letter u/r (4) with effect from 10.02.2020. IE has stated that since the Completion Certificate has not been issued as per Clause 14.2 of Contract Agreement, the Concessionaire is entitled to get payment as per Clause 27.1.2 wherein it is specified that "In case the Concessionaire achieved CoD pursuant to provision of the Clause 14.3.2 of this Agreement, then it would be entitled for 90 % of the annuity payment till the Completion Certificate is issued as per provision of the Clause 14.2 of this Agreement". Hence, the request for release of full annuity amount is not due.

IE vide letter u/r (2) has recommended the Authority to release Rs.55,08,00,000.00 under 2<sup>nd</sup> Annuity payment and recover Rs. 1,52,07,79,188/- following the waterfall mechanism as per clause 6(h) of the Tripartite Agreement. As per waterfall mechanism under Clause 6(h) of Tripartite Agreement, O&M expenses shall be released by the Authority from the 2<sup>nd</sup> annuity amount as a priority.

Further IE vide e-mail dated 24.12.2020, has stated the followings:

"This is to inform you that regarding release of O&M expense IE has already recommended an amount of Rs. 5,16,03,756/- vide its letter number YEFIPL/20/Krishnagar/IE-4511 dated 08.12.2020.

In our letter no. YEFIPL/20/Krishnagar/IE-4529 dated 23.12.2020, under para (7) we have stated that the O&M expense shall be released from the annuity amount as a priority, following the waterfall mechanism under Clause 6 (h) of the Tripartite agreement."

Page 1 of 2

Upon recommendation of PD, PIU-Krishnagar, Competent Authority, NHAI has accorded approval to release O&M Expenses amounting to Rs. 5,16,03,756/- in the Escrow Account and payment of 2nd Annuity Invoice Rs. 49,91,96,244/- to be set off/adjusted against recoverable outstanding of Rs. 1,52,07,79,188/- following the waterfall mechanism as per clause 6(h) of the Tripartite Agreement as per CA provision within 04.01.2021 (i.e., due date of annuity payment).

As per Clause 33.4 of Concession Agreement wherein it is stated that "In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise".

In this regard, it is to state that there is an outstanding recovery against the Concessionaire amounting to Rs 1,36,79,79,188/- towards principal amount of OTFIS.

Summary of amount recovered and released are as below:

Sl. No.	Particular	Amount (Rs)
1	<b>Principal Amount of 2nd Annuity Payment</b>	<b>55,08,00,000.00</b>
2	Interest Accrued on OTFIS	15,28,00,000.00
3	Amount to be released for O & M Expenses	5,16,03,756.00
4	TDS @1.5% on S No 2 and 3 above	30,66,057.00
5	<b>Amount available for recovery against OTFIS=1-2-3-4</b>	<b>34,33,30,187.00</b>
6	Principal Amount of OTFIS outstanding after 1st annuity	1,36,79,79,188.00
7	<b>Total outstanding OTFIS after 2nd Annuity</b>	<b>1,02,46,49,001.00</b>

At the time of release of OTFIS, TDS IT has been deducted and deposited. Hence in this case TDS has been considered on payment/recovery against non OTFIS i.e. Sl. No. 2 and 3 only. After all recovery including interest, the balance amount is to be adjusted with OTFIS.

The principal amount of OTFIS has not been fully recovered from this 2<sup>nd</sup> Annuity Payment and there is an outstanding amount of Rs. 102,46,49,001/- which need to be recovered from the Concessionaire.

2<sup>nd</sup> Annuity Payment has been adjusted against OTFIS on 04.01.2021 except O&M expenses amounting to Rs 5,16,03,756/- which has been released vide Bank reference no P210104140146998 dt 04.01.2021.

This is for your information and necessary action.

Thanking you,

Yours faithfully

*(S. Pal)*  
04/01/2021

Project Director

Copy to :

- 1) The CGM (Tech.) & RO-Kolkata, NHAI - for kind information.
- 2) The GM (Tech.) WB, NHAI, HQ, New Delhi - for kind information.
- 3) The General Manager (Infra II), Stressed Asset Resolution Group, State Bank of India, Corporate Centre, 21<sup>st</sup> Floor, Maker Tower 'E', Cuffe Parade, Mumbai - 400005 - for information
- 4) The Acting Team Leader, Yongma Engineering Co. Ltd. in association with Feedback Infra Pvt. Ltd. - for information.



भारतमाला  
प्रगति के पथ पर अग्रसर  
BHARATMALA  
ROAD TO PROSPERITY

# भारतीय राष्ट्रीय रातमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

## National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)



परियोजना कार्यान्वयन इकाई - कृष्णनगर Project Implementation Unit - Krishnagar ग्राम एवं डाक : भातजांगला, कृष्णनगर VIII. & P.O.- Bhatjangla, Krishnagar  
जिला-नदीया, पिन-741102 Dist.- Nadia, Pin-741102 दूरभाष / Phone : 03472-271713 ईमेल / e-mail : krishnagar@nhai.org / plukrishnagar@gmail.com

Memo No: 22734 /NHAI/PIU-Krishnagar/W-39 & W-49

Date: 29.06.2021

To  
The Team Leader  
Yongma Engineering Co. Ltd. in association with  
Feedback Infra Pvt. Ltd.,  
Bhatjangla Board,  
Opposite FCI Godown,  
Next to Milan Mandir Club,  
Krishnagar, Dist.- Nadia - 741102

Sub: Four laning of Krishnagar-Baharampore section of NH-34 from Km 115.000 to Km 193.000 in the state of West Bengal under NHDP Phase-III on DBFOT (Annuity)\*Basis (Package no NHDP-III/BOT/WB/02) - Invoice for Third Annuity payment along with missed annuities- reg.

Ref:

1. Concessionaire Letter no ; SKBHL/NHAI/1328 Dated 02.06.2021
2. This office letter no 22626/NHAI/PIU-Krishnagar /W-39& W-49 Dated 03.06.2021
3. NHAI/Letter no 22652/NHAI/PIU-Krishnagar/W-39& w-49 Dated 10.06.2021
4. IE Letter no YEFIPL/21/Krishnagar /IE -4813 Dated 25.06.2021

Sir,

This is in reference to the letter u /r (4) where you have recommended the Third annuity to be paid as per Waterfall Mechanism as envisaged in the tripartite agreement signed between Lenders, Concessionaire and NHAI. You have asked for a meeting between Authority and Senior Lenders to be discussed in a joint meeting, which is being called by this PIU at HQ level.

Nevertheless, there is a an inadvertent error as the 12<sup>th</sup> interim OTFIS tranche of Rs.15 Cr. in the month of January which is paid by Authority was not incorporated in the outstanding OTFIS fund .

You are requested to take into account the Rs. 15 Cr paid to Concessionaire in the calculation and give a clear-cut recommendations to this office taking into account the bankers letter referred under (3) above.

Thanking you,

Yours faithfully,

Encl.: As stated

*(S. Pal)*  
29/06/2021

Project Director  
NHAI, PIU-Krishnagar

Copy to:

- 1) The CGM (Tech.) & RO-Kolkata, NHAI - for kind information
- 2) The Authorized Representative, SKBHL , Krishnagar - For information