

MEIL/ BWSSB-CP-07/2020-21/096

To
Executive Engineer,
Kaveri - 2 Division,
BWSSB, Kapila Bhavan,
Bengaluru - 82.

Dear Sir,

Sub: Supplying, Fabrication and Laying of Clear Water Transmission Main from T K Halli to Harohalli of CP-07 (Phase 3) – **Insurance copy for CP 07 Project – Reg.**

- Ref:**
1. Agreement /BWSSP –III/CP-07/03/2019-20 Dt: 30.03.2020
 2. Work order No: BWSSB/CEKTE/TA-11/28/2019/3666/2019-20.
 3. Our letter No: - MEIL/ BWSSB-CP-07/2020-21/028 Dt: 18.06.2020.
 4. Your Letter no: - BWSSB/EK-2TE/AE/449/2020-21 Dt: 12.10.2020.

Adverting to reference cited above, we have received the observations in Insurance policy vide above reference 4th cited. The reply is given below,

Sl.No	Observation of Client	Reply by MEIL
1	<p>Erection All Risk Insurance Policy Schedule</p> <p>You have submitted the Erection All Risk Insurance policy (No OG-21-2202-0401-00000003) which was recommended for approval. The policy included details of the 1st installment of the premium paid. To Submit the proof of the 2nd installment of premium payment this was due on 20th August 2020. You are advised to submit the proof of payment of premium installments promptly so that it can be cross checked that policy is in force.</p>	Policy Endorsement copy is enclosed as Annexure-A.
2	<p>Workmen Compensation policy:-</p> <p>As per GCC Clause No 18.4, Insurance for contractors personnel, paragraph 2 indicates that " The Insurance shall cover the Employer and Engineer against liabilities of claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of Contractor's personnel.</p>	We herewith enclosed the workmen compensation policy as Annexure - B, which is renewed up to 26/03/2021. The workmen compensation policy is covered Employees (ie., Engineers) /workmen's whoever working in M/s. Megha Engineering & Infrastructures Limited.

dt: 15/10/2020
Copy forwarded to M/S. ONT3 for information, review and recommendation.

[Handwritten signature]

BWSSP (PHASE-3). STAGE - VI

Date Recd: 15/10/2020

Chrono No: 0173-1790

File No: 1

By: C. No. / Amad

By: [Signature]

By: [Signature]

No. 2

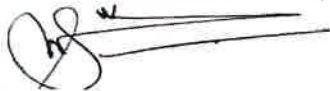
Date: [Blank]

		It is confirm that, the Erection All Risk Insurance Policy has covered the principal Employer (BWSSB) and the Contractor (MEIL). The submitted insurance copy vide reference 3rd cited is enclosed once again as Annexure-C.
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This is for your kind information and assuring our best services at all the times.

Yours faithfully,

For **Megha Engineering & Infrastructures Limited**



(Authorized Signatory)

Encl: As above

- 1. The Chief Engineer, 5th Floor, Cauvery Bhavan, Bangalore:** For your kind information.
- 2. The Additional Chief Engineer, ACE(K), Cauvery Bhavan, 5th floor, Bangalore:** For your kind information.
- 3. ONTB, Team Leader:** For your kind information and further needful.

Cp07 Cp08

Bajaj Allianz General Insurance Company Ltd.
Bajaj Allianz House, Airport Road, Yerwada, Pune - 411006 (India)
ENDORSEMENT SCHEDULE

Policy Issuing Office 4th Floor, Turquoise, Nr. Panchvati Circle, C.G Road, Ellisbridge, Ahmedabad-380006, Phone No: 079-26432000

Endorsement Number OG-21-2202-0401-00000003-EE03 **Endorsement Issue Date** 24/08/2020

Policy Number OG-21-2202-0401-00000003 **Endorsement Effective Date** 22/08/2020

Period of Insurance From 20/05/2020 To 29/09/2022 **Product** Erection All Risk

Insured Name & Address MEGHA ENGINEERING AND INFRASTRUCTURES LIMITED
 157, 3RD CROSS SARASWATIPURA, NEAR TOLANAKERA PARK, KARNATAKA, DHARWAD-580030

GSTIN / UIN 29AAECM7627A1ZJ **State Code / Name** 29 - Karnataka

Company GST No 24AABCB5730G1Z3 **Invoice No.** 175845022/3

Company PAN No AABCB5730G

Intermediary 10056967 / ARRON INSURANCE BROKERS PVT LIMITED

Type of Endorsement Extra Endorsement

	Premium Before Endorsement	Premium after Endorsement	Endorsement Premium
Net Premium	13,30,279.00	22,66,402.00	9,36,123.00
Terrorism Premium	0.00	0.00	0.00
Service Tax	0.00	0.00	0.00
Edu. Cess	0.00	0.00	0.00
KKC	0.00	0.00	0.00
SWB	0.00	0.00	0.00
SGST	0.00	0.00	0.00
CGST	0.00	0.00	0.00
IGST	2,39,450.00	4,07,952.00	1,68,502.00
UTGST	0.00	0.00	0.00
NCC	0.00	0.00	0.00
KFC	0	0	0
Final Premium	15,69,729.00	26,74,354.00	11,04,625.00

Endorsement Reason Collection of 2nd Installment

Endorsement Wording Notwithstanding anything contained herein to the contrary of the within mentioned policy schedule, at the request of insured it is hereby declared and agreed that the 2nd installment due on 20/08/2020 stands collected with effect from 20/08/2020

In consideration thereof an additional premium of Rs.1104625/- (incl. of 18% service tax) is hereby charged and recovered from the insured under this endorsement.

This endorsement is effective from 20/08/2020. (Date of payment of additional premium)

All other terms conditions and warranties of the policy remain unaltered.

Subject to No Loss Clause

For & on the behalf of
For Bajaj Allianz General Insurance Company Ltd.



Authorized Signatory

In case of any claim, please contact our 24 Hour Call centre at 1800-22-5858, 1800-102-5858, 1800-209-5959 (Toll Free) / 30305858 (chargeable, add area code before this number in case of mobile call) or email us at customercare@bajajallianz.co.in, Website www.bajajallianz.com.

Regd. Office : Bajaj Allianz House, Airport Road, Yerwada, Pune - 411006 (India)

A Company incorporated under Indian Companies Act, 1956 and licensed by Insurance Regulatory and Development Authority of India [IRDA] vide Reg No.113.
Corporate Identification Number U66010PN2000PLC015329

Bajaj Allianz General Insurance Company Ltd.
Bajaj Allianz House, Airport Road, Yerwada, Pune - 411006 (India)

ENDORSEMENT SCHEDULE

Principal Location : 4th Floor, Turquoise, Nr. Panchvati Circle, C.G Road, Ellisbridge, Ahmedabad - 380006 PH:079-26432000 |
Services Accounting Code : 997139 - Other non-life insurance services (excluding reinsurance services). No reverse charge is
payable on these services.

In case of any claim, please contact our 24 Hour Call centre at 1800-22-5858, 1800-102-5858, 1800-209-5959 (Toll Free) / 30305858 (chargeable, add area code before this number in case of mobile call) or email us at customer@bajajallianz.co.in, Website www.bajajallianz.com.

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दि ओरिएण्टल इन्श्योरेंस कम्पनी लिमिटेड

(भारत सरकार का उपक्रम)

पंजीकृत एवं मुख्य कार्यालय: ए-25/27, असफ अली रोड, नई दिल्ली-110 002

वेबसाइट: www.orientalinsurance.org.in



THE ORIENTAL INSURANCE COMPANY LTD.

(A Govt. of India undertaking)

This Document is Digitally Signed

Regd. & Head Office : A-25/27, Asaf Ali Road, New Delhi-110 002

website: www.orientalinsurance.org.in

Signer: ATUL JERATH

Date: 21/08/2020 13:11:48 IST

Location: NOIDA

Reason: Signing Policy for OICL

EMPLOYEES COMPENSATION POLICY SCHEDULE

Policy No. : 431301/48/2021/1188

Prev. Policy No. : -

Cover Note No. : -

Cover Note Date : -

Insured's Code : AB0000010153

Issue Office code : 431301

Insured's Name : M/s. Megha Engineering & Infrastructures Ltd (GSTIN: 36AAECM7627A1Z0)

Issue Office Name : CBO 7 HYDERABAD (GSTIN: 36AAACT0627R3ZY)

Address : S-2, TECHNOCRAT INDUSTRIAL ESTATE, BALA NAGAR, HYDERABAD, TS-500037
Megha Engineering & Infrastructures Limited including JVs, All Subsidiaries, Sub-Contractors

Address : # 107, JAIN ESTATE, OPP. NAN KING HOTEL, PARKLANE, SECUNDERABAD TELANGANA 500003

HYDERABAD 500037

Tel./Fax/Email : / / 0 / amg@meil.in

Tel./Fax/Email : 040 - 27847147 / 27810797 / 9440453793 / 0 /
phanesh.babu@orientalinsurance.co.in ;
431301@orientalinsurance.co.in

Agent/Broker Details

Dev.Off.Code :

Agent/Broker : LC0000000028 ACE INSURANCE BROKERS P LTD

Address : B 17 ASHADEEP BUILDING, 9 HAILEY ROAD, NEW DELHI 110 001, DELHI, DELHI, 110001

Tel/Fax/Email : 011-41505872/011-41505872/01123316820/

Period of Insurance : FROM 00:00 ON 27/08/2020 TO MIDNIGHT OF 26/03/2021

Collection No. & Dt. : CHQ 5152002317 - 21/08/2020

GST INVOICE NO : 3619118479 UIN : 0

Gross Premium : 1,476,930

GST

265848

Stamp Duty : 1477

Total : 1,742,778

Co-insurance Details : NIL

Laws

Laws : Indemnity against legal liability to all employees (Whether or not coming within the definition of the term Workmen) under the W.C. Act prior to the date of issue of the policy, the Fatal Accidents Act, 1855 and at Common Law.

Risk Information

Place : SECUNDERABAD

Date : 21/08/2020



IRDA-REGND-556



For and on behalf of
The Oriental Insurance Company Limited

This is an electronically generated document (Policy Schedule). The Policy document duly stamped will be sent by post.

In case of any query regarding the Policy please call Toll Free No. 1800 11 8485 and 011 33208485.

CIN: U66010DL1947GOI007158 All the Amounts mentioned in this policy are in Indian Rupee

Authorised Signatory

IRDA Regn. No. 556 - Now you can buy and renew selected policies online at www.orientalinsurance.org.in

Page 1 of 6

दि ओरिएण्टल इन्श्योरेंस कम्पनी लिमिटेड

(भारत सरकार का उपक्रम)

पंजीकृत एवं मुख्य कार्यालय: ए-25/27, अस्फ अली रोड, नई दिल्ली-110 002

वेबसाइट: www.orientalinsurance.org.in

Attached to and forming part of policy number 431301/48/2021/1188

CIN : U66010DL1947GOI007158



THE ORIENTAL INSURANCE COMPANY LTD.

(A Govt. of India undertaking)

Regd. & Head Office : A-25/27, Asaf Ali Road, New Delhi-110 002

website : www.orientalinsurance.org.in

Date: Fri, Aug 6, 2020 11:14:48 IST

Location: NOIDA
Reason: Signing Policy for OICL

Details of Employees with Monthly Wages Above Rs.15000/-

Sr. No.	Est. No. of Emps	Cont ract Emps	Occupation	Estimated totalsalary /wages/other earnings	Value of food/qtrrs/ other considerations	Estimated Total earnings	Table	Place of Employment
1	100		Builders - All employees engaged in shop or yard or in construction/demolition of buildings and other civil construction like dams, bridges etc. incl. Excavation Incl. blasting and tunneling	105,000		105,000	A	100 NUMBERS EMPLOYEES WORKING IN All civil Construction works, Buildings, Water Works, Fabrication, Pipe Laying, Repairing, Altering, O&M including Explosives Covered for 7 months. with monthly wage of each person to be Rs. 15000/-

Details of Employees with Monthly Wages Above Rs.15000/-

Sr. No.	Est. No. of Emps	Cont ract Emps	Occupation	Estimated totalsalary /wages/other earnings	Value of food/qtrrs/ other considerations	Estimated Total earnings	Table	Place of Employment
1	980		Builders - All employees engaged in shop or yard or in construction/demolition of buildings and other civil construction like dams, bridges etc. incl. Excavation Excl. blasting and tunneling	105,000		105,000	A	980 NUMBERS EMPLOYEES WORKING IN All civil Construction works, Buildings, Water Works, Fabrication, Pipe Laying, Repairing, Altering, O&M Without Explosives Covered for 7 months, with monthly wage of each person to be Rs. 15000/-

Place : SECUNDERABAD

Date : 21/08/2020



IRDA REGNO-556

For and on behalf of
Oriental Insurance Company Limited

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Authorised Signatory

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(भारत सरकार का उपक्रम)
पंजीकृत एवं मुख्य कार्यालय: ए-25/27, असफ अली रोड, नई दिल्ली-110 002
वेबसाइट: www.orientalinsurance.org.in



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Regd. & Head Office : A-25/27, Asaf Ali Road, New Delhi-110 002
website : www.orientalinsurance.org.in
Date: Fri, Aug 21, 2020 08:11:48 IST
Location: NOIDA
Reason: Signing Policy for OICL

Attached to and forming part of policy number 431301/48/2021/1188

CIN: U66010DL1947GOI007158

Details of Employees with Monthly Wages Above Rs.15000/-

Sr. No.	Est. No. of Emps	Contract Emps	Occupation	Estimated totalsalary /wages/other earnings	Value of food/qtrrs/ other considerations	Estimated Total earnings	Table	Place of Employment
1	300		All risks where and/or blasting and tunnelling is done	105,000		105,000	A	300 NUMBERS EMPLOYEES WORKING IN Tunnel Works Including Blasting, Covered for 7 months, with monthly wage of each person to be Rs. 15000/-

Details of Employees with Monthly Wages Above Rs.15000/-

Sr. No.	Est. No. of Emps	Contract Emps	Occupation	Estimated totalsalary /wages/other earnings	Value of food/qtrrs/ other considerations	Estimated Total earnings	Table	Place of Employment
1	80		Engineers - Bridge building - (ii) Brick, stone, timber and concrete over 6 metres in height from road or water level at low tide	105,000		105,000	A	80 NUMBERS EMPLOYEES WORKING IN General Engineering works & Manufacturing Works, Covered for 7 months, with monthly wage of each person to be Rs. 15000/-

Contract Details

Principal Name :
Site of work : PAN INDIA
Trade description : Megha Engineering & infrastructures Limited including JVs, All Subsidiaries, Sub-Contractors
Address : ALL OVER INDIA
State : TELANGANA
City : HYDERABAD
Pincode : 500037

Place : SECUNDERABAD

Date : 21/08/2020



IRDA-REGNO-556

For and on behalf of
Oriental Insurance Company Limited

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IN CASE OF CLAIM PLEASE CONTACT OUR SERVICE CENTRE THE ORIENTAL INSURANCE CO. LTD., H.No. 6-1-349, 1st Floor, Padma Rao Nagar, Behind Renault Showroom, Secunderabad-500 025, T.S. Ph.: 040-27544452, Fax: 040-27544454, E-mail: 430011@orientalinsurance.co.in

दि ओरिएण्टल इन्श्योरेंस कम्पनी लिमिटेड

(भारत सरकार का उपक्रम)
फंक्शन एवं मुख्य कार्यालय: ए-25/27, अन्सफ अली रोड, नई दिल्ली-110 002

वेबसाइट www.orientalinsurance.org.in

Attached to and forming part of policy number 431301/48/2021/1188



THE ORIENTAL INSURANCE COMPANY LTD.

(A Govt. of India undertaking)

Regd. & Head Office : A-25/27

website : www.orientalinsurance.org.in

Sec. No. 110 002

Date: 21/08/2020 11:48 IST

Location: NOIDA

Reason: Signing policy for OICL

Details of Employees with Monthly Wages Above Rs.15000/-

Sr. No.	Est. No. of Emps	Contract Emps	Occupation	Estimated totalsalary /wages/other earnings	Value of food/qtrrs/ other considerations	Estimated Total earnings	Table	Place of Employment
1	250		Sewer and Road Contractors - Open trench work only where no blasting and tunnelling is done and where the depth exceeds 3 meters	105,000		105,000	A	250 employees working in Laying of Gas pipelines Incl Associated works Constructions & Maintenance of Treatment plant, Gas Stations, Processing of OilWell & GasField & other hydrocarbon related Work, 7 months cover, each monthly wage Rs. 15000

Details of Employees with Monthly Wages Above Rs.15000/-

Sr. No.	Est. No. of Emps	Contract Emps	Occupation	Estimated totalsalary /wages/other earnings	Value of food/qtrrs/ other considerations	Estimated Total earnings	Table	Place of Employment
1	200		Engineers not otherwise classified - Incl. work away from shop or yard upto 9 mtrs height	175,000		175,000	A	200 numbers employees working in supervisors, engineers and above cadre, covered for 7 months, with monthly wage of each person to be Rs. 25000/-

"It is hereby agreed that this policy doesnot cover medical expenses" as required under the provision 2A of the Workmen Compensation Act, 1923(as amended) and described above.

Not applicable

Place : SECUNDERABAD

Date : 21/08/2020



INDIA REGN-556

For and on behalf of
The Oriental Insurance Company Limited

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In case of any query regarding the Policy please call Toll Free No. 1800 11 8485 and 011 33208485.

CIN: U66010DL1947GOI007158 All the Amounts mentioned in this policy are in Indian Rupee

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Authorised Signatory

Erection ALL RISKS INSURANCE POLICY SCHEDULE

POLICY NO.	OG-21-2202-0401-00000003
POLICY ISSUE DATE	23/05/2020
POLICY ISSUING OFFICE	Bajaj Allianz General Insurance Company Limited, 4th Floor, Turquoise, Nr. Panchvati Circle, C.G Road, Ellisbridge, Ahmedabad-380006, Ph : 079-26408006/40028866
POLICY TYPE	Standard Erection All Risk Policy wordings as per Indian Market as attached
NAME OF INSURED	<p>I. Megha Engineering and Infrastructure limited (MEIL)</p> <p>II. Bangalore Water Supply and Sewerage Board (BWSSB)</p> <p>All for their respective rights and interests covered under the policy.</p> <p>S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, Telengana State</p> <p>GST No. 29AAECM7627A1ZJ STATE CODE/NAME 29 - Karnataka GST Address: 157, 3rd Cross Saraswatipura, near Tolanakera park, Karnataka, 580030</p>
NAME OF ADDITIONAL INSURED PARTIES	<p>1) Principal: Bangalore Water Supply and Sewerage Board</p> <p>2) Contractor : Megha Engineering & Infrastructure Limited, S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, Telengana State</p> <p>3) Name of the Banker: "Consortium of all Banks, Lead by SBI CCG Branch, Banjara Hills, Hyderabad, as the lead Bank"</p> <p>All for their respective rights and interests covered under the policy.</p>
PROJECT WORKS DESCRIPTION	Supplying, Fabrication and Laying of Clear Water Transmission Main from From Thoraikadanahalli (571421) to Harohalli (562117)
LOCATION OF RISK	From Thoraikadanahalli (571421) to Harohalli (562117) - BHEEMA & ARKAVATHI RIVER CROSSINGS NEAR KANAJKAPURA- 562117
PERIOD OF INSURANCE	<p>Overall Project Period: 30 months From 30th March 2020 to 29th September 2022 (Including 2 Month Testing Period)</p> <p>Defect Liability Period (Extended Maintenance Period) :- 12 Month From 30th of September 2022 to 29th of September 2023</p> <p>Policy period : From 20th May 2020 to 29th Sept 2022</p>

SUM INSURED :	
SECTION 1- Material Damage	<p>Project Cost : INR 9,006,800,000 [including works in water of INR 14.92 crores]</p> <ul style="list-style-type: none"> - Contractor Plant & Machinery (CPM) including Sub-Contractor Plant & Machinery (CPM) up to INR 25 Lakhs <p>TOTAL: INR 9,006,800,000 + INR 25 Lakhs = 900.93 crs</p>
Section 2 – Third Party Liability	Third Party Liability with cross liability including during maintenance period up to INR 25 crores any one accident and in aggregate
DEDUCTIBLES : For each and every claim :	
SECTION 1- Material Damage	<p>A. For intake works/Jackwell/any construction/structure including works in water or across a water body/wet risk (if any)</p> <ul style="list-style-type: none"> • For Storage and Construction Claims: 5% of the claim amount subject to a minimum of INR 22.5 Lakhs • For AOG / Collapse/Major Perils/ Maintenance claims: 10% of the claim amount subject to a minimum of INR 75 Lakhs • For Design Defect Claims: Five Times the Excess as applicable to AOG Perils <p>B. For all other works:</p> <ul style="list-style-type: none"> • Storage/Erection Claims: 5% of the claim amount subject to a minimum of INR 0.75 Lakhs • Testing/Maintenance Period Claims: 5% of the claim amount subject to a minimum of INR 2 Lakhs • For Major perils/AOG claims: 10% of the claim amount subject to a minimum of INR 2 Lakhs • Fire/Explosion Claims: 20% of the claim amount subject to a minimum of testing period excess • For Design Defect Claims: Five Times the Excess as applicable to AOG Perils • For Theft & Burglary: 25% of the claim amount subject to a minimum of Rs 2 lakhs <p>For Contractors plant and machineries. 1% of the Sum insured subject to a minimum of INR 50,000; For boom section: 20% of the claim amount subject to a minimum of INR 25,000</p>
Section 2 – Third Party Liability	Third Party Property Damage Claims - Policy excess (same as per section-I shall apply)
ADD ON COVERS/	<ul style="list-style-type: none"> • Extended Maintenance Cover up to 12 months • Removal of Debris upto INR 25 crores anyone occurrence and in

EXTENSIONS	<p>aggregate and with foreign debris restricted to 5 crores including De-watering and De-silting following an indemnifiable loss.</p> <ul style="list-style-type: none"> • Owner Surrounding Property with FLEXA (including during Maintenance Period) up to 10% of the project SI in aggregate • Design Defect Cover as per Munich Re DE3 wordings for new structures and DE-4 wordings for new equipment's all forming part of permanent works. • Escalation Cover up to 30% of Sum Insured • Waiver of Subrogation • MR 013 Offsite Storage (Location nearby to the site - Within India) up to 30% of Sum insured (INR 50 Crs at anyone location) within policy period • Free automatic reinstatement Clause up to 10% of Sum Insured • Waiver of Contribution (Restricted between Principal and contractor only) • Additional customs duty up to INR 25 Crores • Expediting cost incl. air freight & express freight up to 30 % of net claim amount • Cover for valuable documents up to INR 50 lakhs • Loss Minimisation Expenses upto INR 10 crores in aggregate. Firefighting expenses included upto 500 lakhs in aggregate • Professional fees up to 10% of the loss amount per any one occurrence and max of INR 10 crores in aggregate (Section 1). Claim preparation cost upto 500 Lakhs in aggregate (INR 10 lakhs anyone occurrence) • Extension in construction/erection period beyond original policy period for the period upto 6 months - on pro-rata basis subject to claims ratio not exceeding 60% • Cessation of work cover upto 30 days • Temporary repairs following indemnifiable loss and forming part of permanent repairs upto INR 500 lakhs in aggregate (25 lakhs anyone occurrence) • MR 119 Existing property or property belonging to or held in care , custody or control by the Insured – subject to SI included in the SI (individual limit for Camps & Store upto INR 500 Lakhs each) • Agreed Bank Clause – name of Banks to be provided.
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	<ul style="list-style-type: none"> • Loss Payee Clause(section-I) – wordings to be mutually agreed • Involuntary betterment /Improvement cost (actual of insured property following indemnifiable loss) upto INR 250 lakhs in aggregate • Multiple Insured clause • Non-vitiation clause (applicable for covering lenders interests only) subject to coverage strictly as per policy terms, conditions & warranty & endorsement. • MR 116 Put to use (Cover for insured contract works taken over or put into service) upto 6 Months • 50/50 Clause • 72 Hour Clause • Amendment in Fire Fighting endorsement Wording • Endorsement concerning storage • Agreed Bank Clause/Loss Payee Clause • MR 110: Special Conditions Concerning Safety Measures with Respect to Precipitation, Flood and Inundation • MR 209: Exclusion of Loss of or Damage to Crops, Forests and Cultures • MR 208: Warranty Concerning Underground Cables and Pipe • Endorsement for civil engineering works. • MR 111: Special conditions concerning removal of debris from landslides • Endorsement for temporary access roads /structures (as applicable) • MR 217 Special Conditions for open trenches during laying of pipelines, ducts and cables : Upto a maximum length of 2000 m open trench any one loss event. • MR 121 : Special conditions concerning piling foundation and retaining wall works • Cross liability cover (applicable to section-II) • Horizontal Directional Drilling (if applicable) • Munich Re Wet risk endorsement • Dewatering endorsement • Sanctions and Limitations and Exclusion Clause • Cyber Risk Exclusion Clause • Terrorism Damage Exclusion endorsement • Communicable disease exclusion clause
	Cover as per standard Indian market EAR policy wordings

CONDITIONS	<ul style="list-style-type: none"> • Scope of work involves construction/erection of New structures/equipment and Laying of new Pipeline works. • Tunnel works do not form part of the scope of Insured's contract works.
TERRITORIAL AND JURISDICTION	Within India and Indian Court of Law
CO-INSURANCE DETAILS	<ul style="list-style-type: none"> • Bajaj Allianz General Insurance Co. Ltd. – 51% • ICICI Lombard General Insurance Co Ltd – 49%
INTERMEDIARY/ AGENCY	Code : 10056967 Name : ARRON INSURANCE BROKERS PVT LTD Contact : 9723873993 Email : ACCOUNTS@ARRON.IN
PREMIUM PAYABLE	Total Premium payable INR 7,883,137 plus Tax (INR 1,418,965) = INR 9,302,102
PREMIUM COLLECTION DETAILS	First Instalment premium paid, as under: Base Premium : INR 13,30,279 Terrorism Surcharge : Nil Add: GST @ 18% : INR 239,450 Final Premium : INR 15,69,730 [Receipt No/Collection No/Amount] : 2202-02874414 / 182044960 / Rs. 1569730, GST No : 29AAECM7627A1ZJ State Code / Name 29 – Karnataka GST Address : 157, 3rd cross saraswatipura, near tolanakera park, Karnataka, 580030

*** If Premium paid through Cheque, the Policy is void ab-initio in case of dishonor of Cheque

*** This policy is subject to the standard policy wordings, warranties and conditions applicable for this product in addition to any specific warranty or condition attached

For & On Behalf of Bajaj Allianz General Insurance Company Ltd



Consolidated Stamp Duty of Rs.0.5/- paid towards Insurance Stamps
vide Challan No. MH011254450201920M Defaced No.
0006230296201920 ORDER NO.CSD/322/2020/740/2020 ORDER
DATED 15.02.2020DEFACED DATE dated 15-FEB-20 timing 12:17:16 of
General Stamp Office,Mumbai,India

Authorized Signatory

Dated:

BAGIC GST No : 24AABCB5730G1Z3 | Principal Location : 4th Floor, Turquoise, Nr. Panchvati Circle, C.G Road, Ellisbridge,

Ahmedabad - 380006 PH:079-26408006/40028866 | Services Accounting Code : 997139 - Other non-life insurance services(excluding reinsurance services). No reverse charge is payable on these services. | Invoice No. : 118069765/1 114415557/-/10056967/-

Regd. Office : GE Plaza, Airport Road, Yerwada, Pune - 411006 Email: customercare@bajajallianz.co.in

A Company incorporated under Indian Companies Act, 1956 and licensed by Insurance Regulatory and Development Authority of India [IRDA] vide Reg No.113.Corporate Identification Number

U66010PN2000PLC015329 | Website www.bajajallianz.com

For help and more information: Contact our 24 Hour Call Centre at 1800-209-5858, 1800-102-5858 (Toll Free)

MEMORANDUM OF ENDORSEMENTS ATTACHED TO AND FORMING PART OF EAR POLICY NO- OG-21-2202-0401-00000004

OWNERS SURROUNDING PROPERTY (WITH FLEXA)

It is hereby declared and agreed that the insured having paid the extra premium the policy extends to cover loss of or damage to property located on or adjacent to the Project Site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site Installations.

The policy covers loss due to Fire, Lightning, Explosion and Aircraft damage.

Limit of indemnity shall be up to 10% of SI any one occurrence and in aggregate including during Maintenance Period

CLEARANCE AND REMOVAL OF DEBRIS

This Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or damaged by any peril hereby insured against upto an amount INR 25 crores anyone occurrence and in aggregate and with foreign debris restricted to 5 crores including De-watering and De-silting following an indemnifiable loss.

OFFSITE STORAGE CLAUSE (MRE 013)

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being

manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

Territorial limits: Within India

Limit of indemnity: Upto 30% of Sum Insured in aggregate (INR 50 crores any one location)

Maximum Period: Within Policy Period

ESCALATION CLAUSE

It is hereby declared and agreed that the insured having paid the agreed extra premium, Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the policy upto 30% of the original site value, the basis of claim settlement shall be the original site value of affected equipment/ property as insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed 30% of the original site value as insured.

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully insured upto the Sum Insured inclusive of 30 % increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected 30% towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

DE 3 LIMITED DEFECTIVE CONDITION EXCLUSION

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify

- a. Property Insured which is in a defective condition due to a defect in design, plan, specification, materials, or workmanship of such Property Insured or any part thereof
- b. Property Insured lost or damaged to enable the replacement, repair or rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is

damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials, or workmanship in the Property Insured or any part thereof.

DE 4 Defective Part Exclusion

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify

- a. Any component part or individual item of the Property Insured which is defective in design, plant, specification, materials, or workmanship
- b. Property Insured lost or damaged to enable the replacement, repair or rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials, or workmanship in the Property Insured or any part thereof.

COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT INCLUDING AIR FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and "Insured having paid the agreed premium" the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, Work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed 30 % of loss amount per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of 5% of the Air Freight incurred per claim.

EXTENDED MAINTENANCE COVER

In consideration of the payment of an additional premium by the insured (which is included in the Total Premium set forth in the Schedule), it is hereby declared and agreed that the indemnity provided by the policy is extended to include Maintenance Cover for the period equivalent to Defects Liability period as specified in the project contract, but maximum for the period upto 12 months to be reckoned from the date of completion or handing over, provided the policy period has been extended till completion or handing over.

However, during the Maintenance Period this insurance shall cover loss or damage to the contract works –

- Caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.

Maintenance period: Equivalent to Defects Liability period as specified in the project contract, but maximum for the period upto 12 months.

AUTOMATIC REINSTATEMENT

Notwithstanding anything contained herein to the contrary it is hereby agreed and understood that the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed 10% of the completely erected value.

It is hereby declared and agreed that the insured having paid the extra premium the amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and/or payable does not exceed 10 % of sum insured.

COVER FOR INCREASED CUSTOMS DUTY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed Rs. 25 Crores in the aggregate.

Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

LOSS MINIMISATION EXPENSES

If upon the happening of any peril hereby Insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be Indemnified upto a limit of Rs. 10 crores any one occurrence and in the aggregate. Fire Fighting expenses upto 500 lakhs in aggregate.

PROFESSIONAL FEES CLAUSE

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate Professional Body.

The liability of the insurers under this endorsement shall in no case exceed 10% of the loss amount any one occurrence and INR 10 crores in the aggregate. (Section 1) Claim preparation cost upto 500 lakhs in aggregate (INR 10 lakhs anyone occurrence)

WAIVER OF CONTRIBUTION

It is hereby agreed and understood that General Condition 9 is amended and this insurance is not to be called upon in contribution and is only to pay losses hereon if and so far as it is not recoverable under any other insurance(s). This shall be restricted between Principal and Contractor and shall not be waived for others.

WAIVER OF SUBROGATION

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

This is restricted between Principal and Contractors & shall not be waived for others.

50 : 50 CLAUSE

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
- In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.
- Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
- Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.

72 HOURS CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and

therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

TEMPORARY REPAIRS FOLLOWING INDEMNIFIABLE LOSS AND FORMING PART OF PERMANENT REPAIRS UPTO INR 500 LAKHS IN AGGREGATE (25 LAKHS ANYONE OCCURRENCE)

The cost of any provisional repairs, in connection with the loss or damage covered under section-I, will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The indemnity provided under this extension shall be limited upto INR 500 lakhs in aggregate (INR 25,00,000 anyone occurrence)

COVER FOR VALUABLE DOCUMENTS UP TO INR 50 LAKHS

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by Section 1 of this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

Total Limit of indemnity: Upto INR 50,00,000

AMENDMENT IN FIRE FIGHTING ENDORSEMENT WORDING

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

1. Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
2. Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
3. If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs.50 cr per storage unit. The individual storage units must either be at least 10 meters apart or separated by fire-proof walls.
4. All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.
5. Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs. 10 crores at any one location.

6. Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
7. At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable

AGREED BANK CLAUSE / LOSS PAYEE CLAUSE (APPLICABLE FOR SECTION 1)

In the event of claims being made under this policy, a form of discharge signed by an authorized representative of Megha Engineering & Infrastructure Limited (MEIL) shall be accepted as valid discharge on behalf of all other parties interested in the insurance by this Policy. All amounts agreed in a settlement of such claims shall be payable solely in favour of or to the order of Megha Engineering & Infrastructure Limited (MEIL) who agree to hold the Insurers harmless of such payment.

CESSATION OF WORK COVER UPTO 30 DAYS

In the event of total or partial cessation of work, the Insured shall use all due diligence and do all things practical to protect the property insured. The insurers shall have the right to review the terms in the event that the cessation exceeds 30 days

Temporary cessation of work of less than 5 days will not be considered in determining the period of cessation.

INVOLUNTARY BETTERMENT/IMPROVEMENT COST (ACTUAL OF INSURED PROPERTY FOLLOWING INDEMNIFIABLE LOSS) UPTO INR 250 LAKHS IN AGGREGATE

It is hereby declared and agreed that Policy shall be extended to cover any unavoidable improvement on property (actual of insured property following an indemnifiable loss) following an admissible claim under this insurance, as mentioned below:

In respect of damage to property the Insured may repair or replace with equivalent property which employs or recognizes current technology and/or Regulatory/Statutory requirement becoming operative at the time of Damage and replacement or repair with such property shall not, for the purpose of the cover, be regarded as being better or more extensive than new.

The indemnity provided under this extension shall be limited to 250 lakhs in aggregate.

MR 119 EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL BY THE INSURED – SUBJECT TO SI INCLUDED IN THE SI (INDIVIDUAL LIMIT FOR CAMPS & STORE UPTO INR 500 LAKHS EACH)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 1 of this Policy shall

be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section 1.

The Insurers shall only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers shall only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers shall not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

MULTIPLE INSURED CLAUSE AND NON-VITIATION CLAUSE (APPLICABLE FOR COVERING LENDERS INTERESTS ONLY).

It is noted and agreed that if the Insured described in the Schedule, comprises more than one insured party each operating as a separate and distinct entity then (save as described in this Multiple Insured Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the policy.

It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers' liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

It is further understood that the Insured parties will at all times preserve the various contractual rights and agreements entered into by the Insured parties and the contractual remedies of such parties in the event of loss or damage.

It is further understood and agreed that Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the Insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this policy each referred to in this clause as a Vitiating Act.

It is however agreed that (save as described in this Multiple Insured Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

The lenders to the project shall not be entitled to any indemnity under this policy for or arising from loss or damage in respect of which insurers are by reason of vitiating act no longer liable to indemnify any one or more other insured party.

MR 116 PUT TO USE (COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE) UPTO 6 MONTHS (applicable within the policy period)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

- Loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section 1 and happens during the period of cover.

CROSS LIABILITY COVER (APPLICABLE TO SECTION-II)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, the Third-Party Liability Cover of the

Policy shall apply to the insured parties named in the Scheduled as if a separate policy had been issued to each party, provided the company shall not indemnify the insured under the Endorsement in respect of liability for:

- Loss of or damage to items insured or insurable under Section 1 of the policy even if not recoverable due to excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance,
- The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated hereunder.

Limit of indemnity (as mentioned in policy schedule) per incident with no limitation on the number of incidents subject to the Insurer's total liability in respect of the insured parties shall not however exceed (as mentioned in policy schedule) in aggregate.

ENDORSEMENT CONCERNING STORAGE –

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss of or damage to the Insured items during storage upto a value per storage unit not exceeding the equivalent of Rs. 50 Crores.

The individual storage units shall be either atleast 50 m apart or separated by fireproof walls.

DE-WATERING ENDORSEMENT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of :

- Expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
- Loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by facilities,

- Expenses incurred for additional sealing or waterproofing and additional facilities for the discharge of run-off and/or underground water,
- Loss or damage due to subsidence if caused by insufficient compacting,
- Loss or damage arising out of or due to cracks and/ or leakage in underground structures.

MR 217 SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES, DUCTS AND CABLES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rainfall, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, upto a maximum length of 2000 meters open trench only one loss event.

The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays

HORIZONTAL DIRECTIONAL DRILLING (IF APPLICABLE)

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurers will indemnify the Insured up to the sum insured included in the overall Sum insured for damage arising during horizontal directional drilling operations below rivers, railway embankments, motorways, etc., only if a soil analysis (soil samples, test borings, sieve analyses, etc.) required for proper drilling operations in accordance with latest technical standards has been carried out prior to the commencement of work and if the contractor is familiar with the drilling technique.

It is further agreed and understood that the Insurers shall not indemnify the Insured for losses or damage caused by or resulting from

- missing the target point of the drilling, deviations from the scheduled direction;
- loss of or change in the drilling mud (eg bentonite);
- damage to the outer insulation of pipeline in the area of horizontal directional drilling

MR 110 ENDORSEMENT REGARDING SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

MR 208 ENDORSEMENT FOR EXISTING UNDERGROUND CABLES AND PIPES

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the following special conditions shall apply –

The Insurers shall not be liable under the Policy to indemnify loss or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works -

- the Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes.
- the Insured had traced their existence and indicated location.

The indemnity shall in any case be restricted to the repair costs of such cables or pipes. Any consequential damage shall be excluded from the policy cover.

MR 209 ENDORSEMENT REGARDING DAMAGE TO CROPS, FORESTS, CULTIVATED AREAS

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

ENDORSEMENT FOR TEMPORARY ACCESS ROADS/DIVERSION ROADS/STRUCTURES

Irrespective of the periods of Insurance specified in the Policy, the Insurer will indemnify the Insured only for unforeseen accidental loss or damage to temporary access roads/structures insured under the Policy if such loss or damage occurs prior to such roads/structures being completed or taken into use for their purpose by the contractors, whichever takes place first.

Endorsement for civil engineering works

It is hereby declared and agreed, subject to the exceptions contained herein, or endorsed hereon, that this Policy is extended to cover the risks of loss or damage to property brought on to the Site of Erection for the performance of the erection contract, details of which are stated as under –

A) All permanent Civil Engineering Works such as buildings, foundations earthwork including materials for the constructions thereon.

B) All temporary works such as buildings, sheds PROVIDED that the following exclusions shall apply –

- i) loss or damage directly caused by defective workmanship material, or design or wear and tear,
- ii) loss or damage directly caused by mechanical breakdown or derangement,
- iii) loss or damage directly caused by deterioration due to lack of use or obsolescence,
- iv) any loss of property either by disappearance or by shortage if such disappearance or shortage alone is revealed during and after an inventory is made,

v) Cessation of work whether total or partial, vi) loss, destruction or damage of accounts, bills, currency stamps, deeds, evidence of debt, money, notes or securities.

The exclusions of loss or damage caused by (i), (ii) and (iii) above shall be limited to the machine structure or work immediately affected and shall not extend to other work or the property lost or damaged in consequence of the defect, wear & tear, breakdown, derangement or deterioration, subject to the Condition that:- The Insured shall take all reasonable precautions in the selection of labour and to maintain in efficient condition all tools and equipment's used in connection with performance of this erection contract.

Provided that all the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied hereby and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against

MR 111 SPECIAL CONDITIONS CONCERNING REMOVAL OF DEBRIS FROM LANDSLIDES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.

MR 121 SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
 - a) which have become misplaced or misaligned or jammed during their construction,
 - b) which are lost or abandoned or damaged during driving or extraction, or
 - c) which have become obstructed by jammed or damaged piling equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured

MUNICH RE - ENDORSEMENT FOR WET RISKS

This Endorsement forms part of Section 1a and is subject otherwise to the terms, provisions, conditions and exclusions contained in the policy of insurance or endorsed thereon.

1. Exclusion

1.1 The Insurer shall not indemnify the insured in respect of costs incurred for :

- 1.1.1 loss or damage to berths, wharves, jetties and the likes caused by their subsidence or sinking
- 1.1.2 normal action of the river/sea,
- 1.1.3 loss or damage to more than 200m of uncompleted or unprotected seawall, quay or other marine structure,
- 1.1.4 loss damage or liability due to soil erosion,
- 1.1.5 dredging or re-dredging
- 1.1.6 lost or damaged fill material,
- 1.1.7 replacing or rectifying piles or retaining wall elements,
 - 1.1.7.1 which have become misplaced or misaligned or jammed during their construction
 - 1.1.7.2 which are lost or abandoned or damaged during driving or extraction, or
 - 1.1.7.3 which have become obstructed by jammed or damaged piling equipment or casings
- 1.1.8 rectifying disconnected or de-clutched sheet piles
- 1.1.9 rectifying any leakage or infiltration of material of any kind
- 1.1.10 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- 1.1.11 for reinstating profiles or dimensions,
- 1.1.12 any floating or other equipment such as caissons, barges and the like and liabilities therefrom,
- 1.1.13 any mobilization/demobilization and/or other costs which arise for stand-by / waiting on weather of offshore construction equipment ,
- 1.1.14 loss or damage to pulling wires, anchors, chains and buoys,
- 1.1.15 loss or damage due to impact of shipping
- 1.1.16 marine liability

2. Definition

2.1 . Normal action of the sea means the state of the sea , which manifests itself upto No 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 20 year period, whichever is the more onerous.

3. Warranties

3.1 It is agreed and understood that subject otherwise to the terms , exclusions and provisions contained in the policy or endorsed thereon, the insured shall:-

3.1.1. receive daily weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours notice of an imminent storm

3.1.2 make navigation distance for public traffic to work site minimum 200m

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover, and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

CYBER RISK EXCLUSION CLAUSE – NMA 2915

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

- Fire
- Explosion

2) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No (re) insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision or such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

TERRORISM DAMAGE EXCLUSION WARRANTY:

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

Subject otherwise to the terms, conditions and exceptions of the policy

In the event of additional premium due under the policy due to any material fluctuations in the cost of insured items, under the contract of the special clause the insured shall pay such additional premium at the date and in proportion of the instalment.

Subject otherwise to the terms, conditions and exceptions of the policy.

Communicable Disease Exclusion Clause

1. Notwithstanding any provision, clause or term of this Insurance Policy to the contrary, this Insurance Policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
 - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
 - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 2.1 the disease includes, but is not limited to, an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
 - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
 - 2.4 the disease, substance or agent is such:
 - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
 - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
 - 3.2 change in consumer behaviour, or
 - 3.3 an absence of infected employees or employees suspected of being infected

shall not be covered by this Insurance Policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this insurance policy that is affected by such Communicable Disease.
5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this insurance policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this insurance policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this insurance policy that would otherwise be excluded through the exclusion set forth in this Clause.
6. If the insurer alleges that by reason of this Clause, any amount is not covered by this insurance policy, the burden of proving the contrary shall rest in the insured.

PREMIUM PAYMENT CLAUSE

Article 1:

Notwithstanding the provisions of Articles of General Conditions of the subject Insurance policy, the Company agrees that the insured shall pay the total premium of INR 4,569,075/- (plus Service Tax* extra) in 8 instalments as detailed below

Instalment Details	Date	Net Instalment Premium Payable in INR	Terrorism Premium	GST in INR	Gross Instalment Premium Payable in INR
1st Instalment	Paid at inception on 20/05/2020	1,330,279	NA	239,450	1,569,730
2nd Instalment	Payable on or before 20/08/2020	936,123		168,502	1,104,625
3rd Instalment	Payable on or before 20/11/2020	936,123		168,502	1,104,625
4th Instalment	Payable on or before 20/02/2021	936,123		168,502	1,104,625
5th Instalment	Payable on or before 20/05/2021	936,123		168,502	1,104,625
6th Instalment	Payable on or before 20/08/2021	936,123		168,502	1,104,625
7th Instalment	Payable on or before 20/11/2021	936,123		168,502	1,104,625
8 TH Instalment	Payable on or before 20/02/2022	936,123		168,502	1,104,625
	Total	7,883,137	NA	1,418,965	9,302,102

*Note: the above Premiums are subject to Service Tax as applicable as on date of payment (rate considered here is 18% as at present).

Article 2:

If the insured should fail to pay the premium in instalments upto the date of payment mentioned in the proceeding Article, the Company shall not be liable for any loss or damaged caused between such date and the date of receipt of the premium.

Article 3:

If, in the event of occurrence of loss or damage caused by the perils against which the Company is liable and the amount of indemnity payable (when the amount of indemnity is paid in one or more, aggregate sum of those) exceeds the sum of the premium in instalments already received, the insured notwithstanding the provisions of Article 1 of this special clause, shall pay immediately the next premium in instalment (when the sum of the next premium in instalment and if the already received premium is still less than the amount of indemnity mentioned above, the continued premium instalments shall be paid). Hereinafter the similar procedures shall be followed.

Article 4:

In the event of additional premium due under the policy due to any material fluctuations in the cost of insured items, under the contract of the special clause the insured shall pay such additional premium at the date and in proportion of the Instalment.

Subject otherwise to the terms, conditions and exceptions of the policy

For & On Behalf of Bajaj Allianz General Insurance Company Ltd


 Authorized Signatory

