

TERMS AND CONDITIONS FOR SMART TAG AND CSC USE

The following Terms and Conditions of use are applicable for all motorists who use or wish to apply for and register for SMART EXPRESS Plan or FLEXISMART Plan on Smart Tag at any one of the toll plazas.

1.1 Local Personal Traffic

Local Personal Traffic motorists shall only be able to register a private vehicle for Smart Tag if the following conditions are adhered to at all times:

- a. The Smart Tag is registered to the Vehicle, each vehicle shall be registered in the system and each vehicle shall be required to have its own Smart Tag.
- b. All applicants who wish to receive a **discount of 50%** are required to make use of the Smart Tag. They may choose the **SMART EXPRESS** Plan.
- c. Private vehicles who use the facility and do not ply the route routinely may also register for the Smart Tag. They may choose the **FLEXISMART** plan, which is without discount.
- d. The plaza that is defined as the home plaza shall be registered in the system. The **SMARTEXPRESS** plan entitles the user to a discount only at that toll plaza the Smart Tag is registered for. However, the user may use the Smart Tag to pay toll at the other toll plazas without entitlement to discount on toll rates. Full toll fare will be charged at other toll plazas.
- e. Only vehicles that fall in the classification Class 1, "Light Motor Vehicle" shall be registered.
- f. Company registered vehicles with white number plates may also be registered for the **SMAREXPRESS** plan.
- g. The following documentation shall be provided along with the application form
 - I. Certified True Copy of Vehicle Ownership.

The Concessionaire has the right to verify all information provided every 3 months.
- h. A security deposit fee may be requested for the Smart Tag.
- i. A one year warranty apply to all Smart Tags. If the Smart Tag becomes defective within the warranty period the account holder is entitled to receiving a free replacement tag if the defect is not due to improper use (rough treatment resulting in damage, tampering, exposure to water or excessive heat etc.). For Smart Tags presented as defective to the POS after the warranty period the operator is entitled to charge another security deposit for a replacement Smart Tag with one year warranty.
- j. The vehicle may be physically verified by the operations staff when the TAG is fixed to the vehicle.
- k. Deliberate tampering and or removing the Smart Tag from the TAG holder or any other deliberate abuse of the scheme by any means invalidates the contract, resulting in the **SMARTEXPRESS** plan being revoked with immediate effect and the person may not apply for **SMARTEXPRESS** plan again.

- l. **Insufficient balance or improper functioning of the tag may result in black-listing of the account. The account holder, or his/her authorized representative, must visit the POS office to Top-Up the account or to obtain a new tag. Another security deposit may be charged for tags that are not under warranty any more.**

- m. The **SMARTEXPRESS** Tag issued shall be valid for 60 trips only which expire on the 30th day from the date of re-charge. No carry forward of the unutilized trips is allowed.

1.2 Local Commercial Traffic

Local Commercial Traffic motorist shall only be to register a commercial vehicle for Smart Tag if the following conditions are adhered to at all times:

- a. The Smart Tag is registered to the Vehicle, each vehicle shall be registered in the system and each vehicle shall be required to have its own Smart Tag.
- b. All Light Commercial Vehicle applicants who wish to receive a **discount of 34%** are required to make use of the Smart Tag. They need to choose the **SMARTSEXPRESS** Tag.
- c. The **SMARTSEXPRESS** Tag is applicable to a registered Light Commercial Vehicle only, having a yellow registration plate and every such vehicle that wishes to avail a discount of 34% is required to have a Smart Tag.
- d. Commercial Vehicle, having a yellow registration plate, who use the facility and **do not ply the route routinely**, may also register for the Smart Tag. They may choose the **FLEXISMART** plan which is without discount.
- e. The plaza that is identified as the home plaza shall be registered in the system and the **SMARTSEXPRESS** plan entitles the user to a discount on the toll rates only at that toll plaza. Full toll rates will be charged at other toll plazas.
- f. All Commercial vehicles who wish to avail the Smart Tag shall be required to register for the following PRE-PAID account in either monthly or 30 day validity
 - I. Smart Tag on PRE-PAID account AND.
 - II. MCD Entry Fee Monthly Pass
- g. All Vehicle shall conform to the Classification as published for the following vehicle categories,

I.	CLASS 1	Light Motor Vehicle (Taxi etc)
II.	CLASS 2	LCV
III.	CLASS 3	Mini Bus
IV.	CLASS 4	Bus (2 Axle)
V.	CLASS 5	Truck (2 Axle)
VI.	CLASS 6	Multi Axle Truck
- h. The following documentation shall be provided along with the application form

- I. Certified True Copy of Vehicle Registration
- II. Certified Copy of Proof of Business Address
- III. Certified Copy of Proof of Identity of Applicant, Company Secretary or similar on Original Company letterhead, copy is not acceptable. (Passport Voter Card, PAN Card).
- IV. All Applicants must submit the application form in person or through an authorized representative (to ensure item iv above is correct).

The Concessionaire has the right to verify all information provided every 3 months.

- i. A security deposit fee may be charged for the Smart Tag.
- j. The vehicle may be physically verified by the Operation Staff and the SMART TAG may be fitted to the vehicle at that time.
- k. Every vehicle must be issued with a separate Smart Tag or Contact-less Smart Cards as per terms and conditions of usage.
- l. Deliberate tampering and or removing the Smart Tag from the TAG holder or any other deliberate abuse of the scheme by any means invalidates the contract, resulting in the **SMARTEXPRESS** plan being revoked with immediate effect and the person may not apply for **SMARTEXPRESS** plan again.
- n. **Insufficient balance or improper functioning of the tag may result in black-listing of the account. The account holder, or his/her authorized representative, must visit the POS office to Top-Up the account or to acquire a new tag. Another security deposit may be charged for tags that are not under warranty any more.**
- o. The **SMARTEXPRESS** Tag issued shall be valid for 60 trips only which expire on the 30th day from the date of re-charge. No carry forward of the unutilized trips is allowed.

General Terms and Conditions

Condition of use

The following general terms and conditions shall apply to all applicants that apply for the TAG, as well as the Contactless Smart Card, here after referred to as the CSC, collectively referred to as the media

1. Application Form:

- a. The application form is free of cost.
- b. The application form shall be accompanied by the required registration forms as per the application type, either private or commercial as defined.
- c. The applicant acknowledges that this agreement may be converted to microfiche or other means of digital storage and that a print of such record shall be deemed as primary evidence of these Terms and Conditions of Use.
- d. The Concessionaire shall be under no obligation to produce the original document of any legal proceedings if any or for any other purpose.

2. Application requirements:

- a. The applicant agrees that the Concessionaire has the right to ensure that the motorist is a bona-fida routine traveler on the project.
- b. The applicant must produce the required registration requirements as listed for either Local Commercial pass.

3. Commencement and Duration

- a. This agreement commences with the payment of the required fees for the Media and the initial pass as applicable.

4. Vehicle Registration

- a. The Smart Tag or Smart Card is assigned to a single vehicle that is registered in the Management Information System.
- b. The Smart Tag or CSC is not transferable to any other vehicle and a separate media is required for every vehicle.
- c. The Concessionaire reserves the right to cancel and or limit the use by whatever means of the transaction in which another vehicle was processed in the lane.
- d. If at time the information submitted on the application form is found to be incorrect then necessary action will be taken for the same as due course in law in addition to the cancellation of the Smart Tag or Card account.

5. Lane Usage

- a. The Media must be used in specially designated lanes on the project.
- b. The SMART TAG is to be used in specially designated lanes only and can be used in special TAG ONLY lanes at each toll plaza.
- c. The CSC can be used in all lanes EXCEPT the NON STOP lanes.
- d. The signage will clearly indicate these lanes.
- e. Lane usage will be explained to all registered users at the time of registration.
- f. The applicant accepts and acknowledges that on occasion the TAG lanes may be unavailable for use and has no claim against the concessionaire or operator if this happens, irrespective of the length of time the TAG lane is unavailable.
- g. As a tag user you are required to proceed at the toll lanes only after observing green traffic signal.
- h. As a tag user you are required to maintain approx. 2 car lengths distance to the vehicle in front of you while crossing toll gate. This aims at ensuring the proper transaction and when you proceed too fast

your windscreen may get damaged by the boom barrier.

- i. Do not drive faster than 15 km/h while crossing the toll gate.
- j. Always look out for a green light signal before proceeding. It is prohibited to cross the lane under a red light. The beep sound from the tag is not an instruction to proceed (wait for the green light).
- k. Neither the concessionaire nor the operator of the Delhi Gurgaon Expressway shall be responsible for any damage to wind screen/vehicle if above instructions are not followed.
- l. Each vehicle will be required to have its own tag. Tags shall be permanently fitted to the windscreen. If anyone tries to tamper the device or misuse it for another vehicle, the balance amount will be forfeited and the tag will be confiscated.

6. Defective or Faulty Smart Tags or CSCs

- m. If the tag gets damaged due to misuse or rough handling then it may not be used any more and will not be replaced free of charge.
- n. If there is any problem with the tag, the account holder shall return the unit at a POS. It will be replaced free of charge if it has not been damaged / tampered with and less than one year has passed since it has been issued to you. It is reminded that tags are issued with a one year warranty.
- o. Non-working tags cause delays and other problems to users. The operator reserves the right to blacklist those tags and not accept them in lanes any more.
- p. The operator reserves the right to confiscate blacklisted tags.

7. MCD Payment

- a. In the event of the Smart Tag / CSC being issued for Commercial Vehicle the use of the Smart Tag / CSC for the MCD transaction will be valid for one calendar month or one calendar quarter as the case may be for MCD payment option selected by the motorist.
- b. The motorist is required to specify the period for which he is applying for at the time of renew.
- c. Motorist can apply for any one category of media or both as per his requirement, Therefore the motorist can apply for issue of MCD entry tax or apply for issue of pass for Concessionaires toll only or else apply for both.
- a. .

The Company reserves the right to make amendments to the Terms and Condition as deemed required from time to time.

Demand Draft to be made if favour of

Delhi Gurgaon Super Connectivity LTD.

C/A No. 05601200006842

Payable at Delhi