



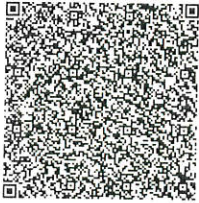
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL78567082064956T
Certificate Issued Date : 20-May-2021 06:13 PM
Account Reference : IMPACC (IV)/ dl981903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL98190356382522210938T
Purchased by : KNR RAMANATTUKARA INFRA PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party : KNR RAMANATTUKARA INFRA PRIVATE LIMITED
Stamp Duty Paid By : KNR RAMANATTUKARA INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 17th day of June 2021

BETWEEN

1 **THE NATIONAL HIGHWAYS AUTHORITY OF INDIA**, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at "www.shilestamp.com" or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website/ Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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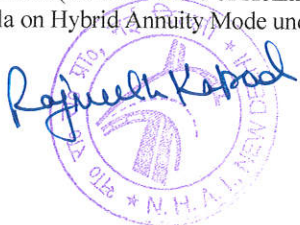
PUBLIC PRIVATE PARTNERSHIP IN HYBRID ANNUITY PROJECTS

- 2 KNR RAMANATTUKARA INFRA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with CIN U45203TG2021PTC150950 and having its registered office at Plot No 114, Phase I, Kavuri Hills, Beside SBI NRI Branch, Hyderabad Telangana, India, 500084,(hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- (A) The Government of India had entrusted to the Authority the development, maintenance and management of NH-66 (old NH-17) including the section from Ramanattukara Junction to start of Valanchery bypass section (approx. 39.682 km design length). The Authority had resolved to widen NH-66 (old NH-17) road from Design Ch. 258+818 (Ex. km 27.840 of Kozhikode bypass) to Design Chainage 298+500 (Ex. km 304.250) (hereinafter called the “NH-66”) in the State of Kerala by six Laning thereof (the “Project”) on design, build, operate and transfer (the “DBOT Annuity” or “Hybrid Annuity”) basis, which shall be partly financed by the Concessionaire who shall recover its investment and costs through payments to be made by the Authority, in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.
- (B) The Authority had adopted a single stage two envelope bidding process and accordingly invited proposals by its Request for Proposals dated 15.10.2020 (the “**Request for Proposals**” or “**RFP**”) for qualification and short listing of bidders for construction, operation and maintenance of the above referred Project on Hybrid Annuity basis.
- (C) The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited bids comprising technical and financial bids from the bidders for undertaking the Project.
- (D) After evaluation of the bids received, the Authority had technically qualified certain bidders including, *inter alia*, the selected bidder and accepted the financial bid of the selected bidder and issued its Letter of Award No. NHAI/HQ/Kerala/Raman-Val/NH-66/2020-21 dated March 30, 2021 (hereinafter called the “**LOA**”) to the selected bidder requiring, *inter alia*, the execution of this Concession Agreement within 45 (forty five) days of the date of issue thereof.
- (E) The selected bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.
- (F) By its letter dated May 06, 2021 the Concessionaire has also joined in the said request of the selected bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder for the purposes hereof and has delivered to the Authority a legal opinion with respect to the authority of the Concessionaire to enter into this Concession Agreement and the enforceability of the provisions thereof.

Six laning of Ramanattukara Junction to start of Valanchery bypass section of NH – 66 (old NH-17) from Design Ch. 258+818 (Ex. km 27.840 of Kozhikode bypass) to Design Chainage 298+500 (Ex. km 304.250) in the state of Kerala on Hybrid Annuity Mode under Bharatmala Pariyojana



PUBLIC PRIVATE PARTNERSHIP IN HYBRID ANNUITY PROJECTS

- (G) The Authority has agreed to the said request of the selected bidder and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on Hybrid Annuity basis, subject to and on the terms and conditions set forth hereinafter.

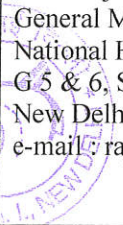

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



Six laning of Ramanattukara Junction to start of Valanchery bypass section of NH – 66 (old NH-17) from Design Ch. 258+818 (Ex. km 27.840 of Kozhikode bypass) to Design Chainage 298+500 (Ex. km 304.250) in the state of Kerala on Hybrid Annuity Mode under Bharatmala Pariyojana



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:</p> <p>रजनीश कपूर / Rajneesh Kapoor महाप्रबंधक(तक.) / General Manager(Tech.) भारतीय राष्ट्रीय राजमार्ग प्राधिकरण National Highways Authority of India (सड़क परिवहन और राजमार्ग मंत्रालय) (Ministry of Road Transport & Highways) जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-75 Shri. Rajneesh Kapoor - 10, Dwarka, New Delhi - 75 General Manager (Tech.) National Highways Authority of India G 5 & 6, Sector 10, Dwarka, New Delhi – 110 075 e-mail : rajneeshkapoor@nhai.org</p> <p><i>Rajneesh Kapoor</i></p> 	<p>THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the 30th day of April 2021 hereunto affixed in the presence of Sri. K Jalandhar Reddy, Director, who has signed these Presents in token thereof and, Company Secretary/Authorized Officer who has countersigned the same in token thereof:</p> <p>(Signature) <i>[Signature]</i> Shri. D. Tirupathi Reddy Chief General Manager (Projects) KNR Ramanattukara Infra Private Limited Plot No. 114, Phase I, Kavuri Hills, Beside SBI NRI Branch, Hyderabad, TG – 500 084 Fax No.: +91 – 40 – 4026 8760 E-mail : tenders@knrel.com</p> <p><i>K Jalandhar Reddy</i></p> 
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In the presence of:

1. *Prakhar*
Prakhar Srivastava
Dy. Manager (T) - NHAI

2. *[Signature]*
Sanjay Kumar
S.4. (Kis)

1. *K Jalandhar Reddy*
C-125, Anand Niketan
New Delhi-21

2. *[Signature]*
547, Keshava
New Delhi-37.