

दिल्ली DELHI

N 698901

रियायत करार

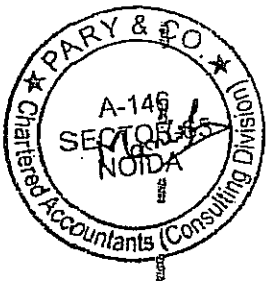
यह करार 08 अप्रैल, 2011 को निम्नलिखित के बीच किया गया :

1. भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम, 1988 के अधीन स्थापित भारतीय राष्ट्रीय राजमार्ग प्राधिकरण जिसका प्रतिनिधित्व इसके अध्यक्ष करते हैं और जिसका प्रधान कार्यालय जी-5 और 6, सेक्टर-10, द्वारका, नई दिल्ली-110075 में है (जिसे इसमें इसके पश्चात् "प्राधिकरण" संदर्भित किया गया है और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके प्रशासक, उत्तराधिकारी और समनुदेशिती शामिल होंगे), एक पक्ष ;

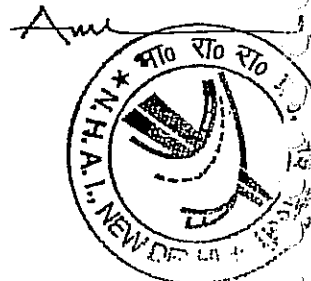
और

2. खगरिया पुरनिया हाईवे प्रोजेक्ट लिमिटेड, जो कंपनी अधिनियम, 1956 के प्रावधानों के अधीन निगमित एक कंपनी है और जिसका पंजीकृत कार्यालय पुंज लोयड हाउस, 17-18 नेहरु प्लेस, नई दिल्ली-110019, भारत में है (जिसे इसमें इसके पश्चात् "रियायतग्राही" संदर्भित किया गया है और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके उत्तराधिकारी और अनुमत समनुदेशिती तथा एवजी शामिल होंगे), दूसरा पक्ष ।

(क) भारत सरकार ने राष्ट्रीय राजमार्ग संख्या 31 जिसमें 270.000 कि.मी. से 410.000 कि.मी. (140.42 कि.मी) का खण्ड शामिल है, का विकास, अनुरक्षण और प्रबंधन का निर्माण प्राधिकरण को सौंपा था ।



[Handwritten Signature]
M. P. KINI & CO. Chartered Accountants & Solicitors



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दिल्ली DELHI

N 698903

CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 8th day of April, 2011

BETWEEN

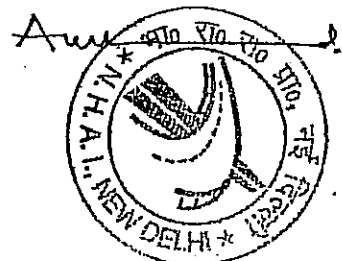
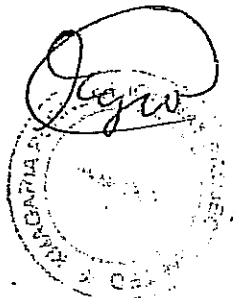
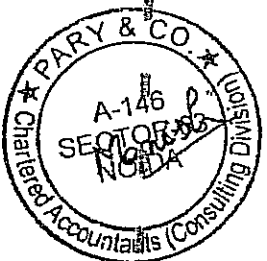
1 THE NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority" which expression shall, unless repugnant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

AND

2 KHAGARIA PURNEA HIGHWAY PROJECT LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Punj Lloyd House, 17-18, Nehru Place, New Delhi-110019, India, (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:

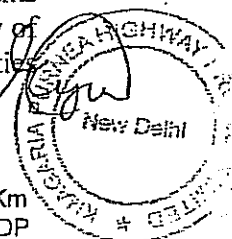
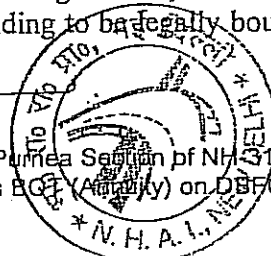
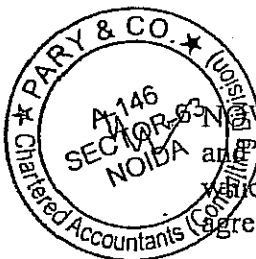
(A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 31 including section from km 270.00 to km 410.00 (140.42 km).



- (B) The Authority had resolved to augment the existing road from km 270.00 to km 410.00 (approximately 140.42 km) on the Khagaria-Purnea section of National Highway No.31 (hereinafter called the "NH -31") in the State of Bihar by Two-Laning on design, build, finance, operate and transfer on annuity ("DBOFT Annuity") basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.
- (C) The Authority had accordingly invited proposals by its Notice/ Request for Qualification No. Nil (the "Request for Qualification or RFQ") for short listing of bidders for construction, operation and maintenance of the above referred section of NH -31 on DBFOT Annuity basis and had shortlisted certain bidders including, inter alia, the the selected bidder i.e. M/S. Punj Lloyd Infrastructure Limited..
- (D) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP" from the bidders shortlisted pursuant to the RFQ for undertaking the Project.
- (E) After evaluation of the bids received, the Authority had accepted the bid of the selected bidder and issued its Letter of Award No. NHAI/BOT/11012/26/2004/16963 dated February 15, 2011 (hereinafter called the "LOA") to the selected bidder requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.
- (F) The selected bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 1956, 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 executing the Project.
- (G) By its letter dated March 23, 2011 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.
- (H) 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 execution of the Project on DBFOT Annuity basis, subject to and on the terms and conditions set forth hereinafter.

AND 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:

Two-laning with paved shoulder of Khagaria-Purnea Section of NH-31 from Km 270.00 to Km 410.00 in the State of Bihar to be-executed as BOT (Annuity) on DBFOT pattern under NHDP Phase III Project



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