

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. 716 including the section from design km. 61.51 to Km. 81.540 and National Highway No. 71 including the section from design km. 97.100 to km. 114.500 (Project Length - 37.43 km). The Authority had resolved to augment the road Access Controlled Highway of 4 Lane with Paved Shoulders from TN/AP Border (Design Chainage km 61+51) to Puttur (Design Chainage Km 81+450) of NH-716 & 6 Lane with Paved Shoulders from Mallavaram (Design Chainage Km 97+100) to Renigunta (Design Chainage Km 114+500) of NH-71 in Andhra Pradesh on Hybrid Annuity Mode under NH(O) (Project Length – 37.43 km) (Chennai-Tirupati Package-II) 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 14.12.2023 (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/Tech/TN/NH(O)/2023/TTC/AP(E-232734) dated 11.03.2024 (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 16.04.2024 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.

(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:




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>SIGNED, SEALED AND DELIVERED For and on behalf of H.G. CHENNAI - TIRUPATI (II) HIGHWAY PRIVATE LIMITED by:</p>
<p> (K. M. Sharma) General Manager (T) National Highways Authority of India G-5 & 6, Sector 10, Dwarka, New Delhi-110075</p> 	<p>For H.G. CHENNAI-TIRUPATI (II) HIGHWAY PVT. LTD.</p> <p> (Hitesh Parmuwal) Authorised Signatory Authorized Signatory H.G. CHENNAI - TIRUPATI (II) HIGHWAY PRIVATE LIMITED, 15, Panchwati Colony, Ratanada, Jodhpur, Jodhpur-342001, Rajasthan.</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 16th day of April 2024 hereunto affixed in the presence of Hitesh Parmuwal, Authorized Signatory, who has signed these presents in token thereof and, Hitesh Parmuwal, Authorized Officer who has countersigned the same in token thereof.</p>	

In the presence of:

1. 
(Amit) NHA, HQ

2. 
SHANTANU
DM(T)-TN.

1. 
(Kuldip Rajvashi)

2. 
LACIT KUMAR