



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL65909827031040V
Certificate Issued Date : 20-Feb-2023 05:15 PM
Account Reference : IMPACC (IV)/ dl981903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL98190304365450734219V
Purchased by : MEIL SIWAN MASHRAKH ROADWAYS 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 : MEIL SIWAN MASHRAKH ROADWAYS PRIVATE LIMITED
Stamp Duty Paid By : MEIL SIWAN MASHRAKH ROADWAYS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 23 day of February, 2023

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 MEIL SIWAN MASHRAKH ROADWAYS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with CIN-U45309TG2023PTC170438 and

Statutory Alert:

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having its registered office at Unit-22, Technocrat Industrial Estate, Balanagar, Hyderabad, Telangana-500037, 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 **Construction and Upgradation to Four Lane from Siwan (Design Ch. Km 4+217) to Mashrakh (Design Ch. Km 50+123) of NH-227A including construction of Four lane Tanrwa/Siwan Bypass (Km 0+000 to Km 4+217) of NH 531 under Backward Area/Religious /Tourist Places (BRT) scheme in the State of Bihar on Hybrid Annuity Mode.** The Authority had resolved to **Construction and Upgradation to Four Lane from Siwan (Design Ch. Km 4+217) to Mashrakh (Design Ch. Km 50+123) of NH-227A including construction of Four lane Tanrwa/Siwan Bypass (Km 0+000 to Km 4+217) of NH 531 under Backward Area/Religious /Tourist Places (BRT) scheme in the State of Bihar (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 11.07.2022 (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 Megha Engineering & Infrastructures Limited and accepted the financial bid of the selected bidder and issued its Letter of Award No. NHA/HQ/BH/Siwan-Mashrakh/NH-227A/2022/1057 dated 29.12.2022 (hereinafter called the “LOA”) to the selected bidder/ Consortium 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 19.01.2023 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.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:

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 17th day of January, 2023 hereunto affixed in the presence of Director, who has signed these:

Presents in token thereof and, Company Secretary/Authorized Officer who has countersigned the same in token thereof:


25/02/2023


D. K. Chaturvedi
General Manager (Tech)-BH

NATIONAL HIGHWAYS AUTHORITY OF INDIA
G – 5 & 6, Sector – 10, Dwarka, New Delhi –
110075, Delhi

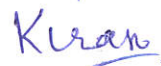


Chadalvada Venkata Madhusudana Rao
Vice President





MEIL SIWAN MASHRAKH ROADWAYS PRIVATE
LIMITED


Unit No. 22, Technocrat Industrial Estate, Bala
Nagar, Hyderabad, Telangana -500037, India


(KIRAN)

In the presence of:

1. 
(M.K. Meena)
DGM (T)-NHAI-HQ

2. 
Abhishek Kumar
Dy. Secy (T) - BH - HQ

1. 
(KIRAN NADIIPINENI)

2. 
(Kulddeep Kumar)