

**Vipul Limited**

Vipul TechSquare
Golf-Course Road, Sector-43
Gurgaon - 122 009
Tel: 91-124-406 5500
Fax: 91-124-406 1000
E-mail : info@vipulgroup.in
www.vipulgroup.in

Ref. No. VIPUL/SEC/VC/FY2018-19/**August 27, 2018**

The Secretary BSE Limited, (Equity Scrip Code: 511726) Corporate Relationship Department, At: 1 st Floor, New Trading Ring, Rotunda Building, Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai-400001	The Manager (Listing) National Stock Exchange of India Limited, (Equity Scrip Code: VIPULLTD) Exchange Plaza, Bandra Kurla Complex, Bandra, Mumbai-400051
--	---

Dear Sir(s),

Sub: Disclosure under Regulation 30 (4) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to Regulation 30(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Para B of Part A of Schedule III of Listing Regulations, please find enclosed herewith copy of letter of award received from Uttar Pradesh Expressway Industrial Development Authority (UPEIDA), Lucknow, Uttar Pradesh for the Operations, Maintenance, Management and Transfer of Wayside Amenities Facility along 'Agra-Lucknow Expressway'.

Further, continuous disclosure as per Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Para B of Part A of Schedule III of Listing Regulations, in terms of bagging/receiving of orders/contracts by the Company are as follows:

Name of the entity awarding the order(s)/contract(s)	Uttar Pradesh Expressway Industrial Development Authority (UPEIDA)
Significant terms and conditions of order(s)/contract(s) awarded in brief	<ul style="list-style-type: none">- Wayside Amenities Facility at Chainage 101+200 in Village-Mohabbtapur, Tehsil-Karhal, District Mainpuri- Wayside Amenities Facility at Chainage 104+200 in Village-Baruali Kala, Tehsil-Saifai, District-Etawah.
Whether the order(s)/contract(s) have been awarded by domestic/international entity	Domestic
Nature of order(s)/contract(s)	Contractual
Whether domestic or internationals	Domestic
Time period by which the order(s)/contracts(s) to be executed	Annually renewable

**Vipul Limited**

Vipul TechSquare
Golf-Course Road, Sector-43
Gurgaon - 122 009
Tel: 91-124-406 5500
Fax: 91-124-406 1000
E-mail : info@vipulgroup.in
www.vipulgroup.in

Broad consideration or size of the order(s)/contract(s)	First year fixed annual license fee payable by the Company to UPEIDA excluding GST i.e. Rs. 33,00,000.00/-
Whether the promoter/promoter group/group companies have any interest in the order(s)/contract(s) would fall within related party transactions If yes, nature of interest and details thereof	No, the promoter/promoter group/group companies doesn't have any interest in the order(s)/contract(s)
Whether the order(s)/contract(s) would fall within related party transactions? If yes, whether the same is done at "arm's length".	No, the order(s)/contract(s) doesn't fall within related party transactions

This is for your information and records please.

Thanking you
Yours faithfully
For **Vipul Limited**

(Punit Beriwal)
Managing Director

Encl: As above

Ref.No. 2173 /UPEIDA/2016/662/Vol-VI Dated 13 August 2018

Shri Rakesh Kumar,
Asstt. Chief Manager,
M/s Vipul Limited
Regus Rectangle, Level 4,
Rectangle 1, D 4, Commercial Complex,
Saket, New Delhi-110 017.

Sub:- Operation, Maintenance, Management and Transfer of Wayside Amenities Facility along 'Agra-Lucknow Expressway'- Issuance of 'Letter of Award'.

Dear Sir,

This has reference to your Technical & Financial Proposals submitted on 04.05.2018 through e-tender portal viz. <https://etender.up.nic.in> for Operation, Maintenance, Management and Transfer of Wayside Amenities Facility along 'Agra-Lucknow Expressway', in response to UPEIDA's 'RFQ-cum-RFP' issued vide e-tender ID: 2018_UPEID_185720_1 dated 07.04.2018.

2- We are pleased to inform you that, being technically qualified in terms of the 'RFQ-cum-RFP' document and also being the highest bidder for the following two Wayside Amenities Facility, the competent Authority has decided to award you the Operation, Maintenance, Management and Transfer of these Wayside Amenities Facility on the terms & conditions mentioned in the 'RFQ-cum-RFP' document and subsequent addendum/correspondence:

- (1) Wayside Amenities Facility at Chainage 101+200 in Village- Mohabbatpur, Tehsil- Karhal, District Mainpuri.
- (2) Wayside Amenities Facility at Chainage 104+300 in Village- Baruali Kala, Tehsil- Saifai, District- Etawah.

3- As per your financial proposals, the First year fixed annual license fee payable by you to UPEIDA excluding GST (GST or any other applicable tax shall be paid by you over and above the license fee to the Authority) shall be as under:-

S. No.	Details of the Wayside Amenities Facility	First year fixed annual license fee payable by you to UPEIDA excluding GST
1.	Wayside Amenities Facility at Chainage 101+200 in Village- Mohabbatpur, Tehsil- Karhal, District Mainpuri.	Rs. 33,00,000.00 (Rupees Thirty Three Lakhs only)
2.	Wayside Amenities Facility at Chainage 104+300 in Village- Baruali Kala, Tehsil- Saifai, District- Etawah.	Rs. 33,00,000.00 (Rupees Thirty Three Lakhs only)

4- As per the Clause no. 7.15 of the 'RFQ-cum-RFP' document, you are requested to provide the required Performance Security and take further necessary action for execution of Service Agreement (SA) for both the Wayside Amenities Facility.

5- **Fixed Annual License Fee to be paid by the O&M Agency to UPEIDA:**

- (a) The O&M agency will pay to UPEIDA at the end every Year (Starting on date of signing of the Service Agreement and one day prior to the anniversary date of the Service Agreement) within 7 days, ending on the anniversary date of the SA, the agreed Fixed Annual License Fee.

....2/-

(b) The Fixed Annual License Fee for the first Five (5) years of the Service Period shall consist of two (2) parts

I. **Premium** - Upfront Amount, equivalent to forty percent (40%) of the total Fixed Annual License Fee *(for the first Five (5) years)* of the Service Period, calculated as (First year Fixed Annual License Fee *multiplied by 5*) *multiplied by 0.4*.

II. Yearly Instalments calculated as { (First year Fixed Annual License Fee multiplied by 5) multiplied by 0.6 } divided by 5

i. **Yearly Instalments** after completion of the 5th anniversary of the Service Agreement, shall be calculated by escalating the first Year Fixed Annual License Fee (as quoted by the O&M agency during the Bidding Stage of the Project) by five percent (5%).

ii. **Yearly Instalment**, after the completion of the 5th anniversary of the Service Agreement, shall be calculated by escalating the Fixed Annual License Fee as per clause (b) II (i) above, on year-on-year basis, till the end of the Service Agreement.

Please note that as per Clause no. 3.9 (f) of 'RFQ-cum-RFP' document, Premium shall be paid before the signing of the Service Agreement. The equated yearly instalment for the first year of the Service Agreement shall be paid along with the Premium.

6- Signing of the Service Agreement shall be executed within 30 days from the date of this 'Letter of Award', subject to :-

- a) successful submission of Premium Amount and first year equated yearly instalment as per clause 3.9 of 'RFQ-cum-RFP' document to the Authority and
- b) successful submission of Performance Security and successful confirmation of the same by UPEIDA.

7- Please ensure to take further necessary action in order to commence Operation, Maintenance and Management of both Wayside Amenities Facility as per the prescribed schedule and as per the terms & conditions indicated in 'RFQ-cum-RFP Document'.

8- This letter of Award (LOA) is being issued in duplicate with the request to sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 (Seven) days of the date of this LOA in terms of RFQ-cum-RFP document.

Accepted
14/8/2018

For VIPUL LIMITED

(Signature)
Authorised Signatory

(RAKESH KUMAR)

Yours faithfully

(Signature)

(Awanish Kumar Awasthi)
Chief Executive Officer