

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL INVESTMENT AND INFRASTRUCTURE

FUND LIMITED

And

QATAR INVESTMENT AUTHORITY

CONCERNING INVESTMENT COOPERATION

Doha, 2016

**MEMORANDUM OF UNDERSTANDING
CONCERNING INVESTMENT COOPERATION**

By and between:

National Investment and Infrastructure Fund Limited, incorporated as a company under the Companies Act, 2013, which is duly authorized to act as Investment Manager of National Investment and Infrastructure Fund ("**NIIF**") established by the Government of the Republic of India as a Category II Alternate Investment Fund (AIF) under the Securities and Exchange Board of India (Alternative Investment Fund) Regulations, 2012,

And

QATAR INVESTMENT AUTHORITY ("QIA") established in the State of Qatar by the Amiri Decision No. (22) of the year 2005 as amended.

(The foregoing also herein after referred to collectively as the "**Parties**" and each individually as a "**Party**").

The Parties have set forth their mutual understanding in this Memorandum of Understanding ("**MOU**") as follows:

**Article (1)
OBJECTIVE**

The objective of the MOU is to facilitate QIA to study investment opportunities in the infrastructure sector of the Republic of India, and to develop a framework for exchange of information with regard to such investments opportunities, in order to enable the Parties to decide on potential joint investments.

**Article (2)
INVESTMENT OPPORTUNITIES AND DECISIONS THEREUPON**

The Parties will discuss and agree on the terms, principles, criteria for such investments and provide all necessary support, guidance and resources for achieving their objective. NIIF shall share with QIA, infrastructure investment opportunities available in the Republic of India with related studies and documentations. Each Party shall have

the discretion in selecting the investment opportunities that it participates in.

Article (3)
CONFIDENTIALITY

Neither Party will disclose to any third person, any information that has been delivered, identified or established as "Confidential" by the Party originating such information, without the prior written consent of said Party.

Article (4)
FINANCIAL OBLIGATIONS

Neither Party shall bear any financial obligations to the other Party or to any third party resulting from the execution of this MOU. Each Party shall bear its own expenses arising out of entry into force of this MOU and participating in the meetings, exchanges of information and other activities undertaken here under.

Article (5)
NON-EXCLUSIVITY

Unless expressly agreed otherwise in writing, nothing contained herein shall be deemed to obligate either Part to deal exclusively with the other Party with respect to any investment, project, transaction or matter arising during the term of this MOU, and neither Party shall be precluded from investing or engaging in any project or opportunities in the Republic of India or elsewhere without the other Party's involvement.

Article (6)
ENTRY INTO FORCE, TERM AND TERMINATION

This MOU shall enter into force upon the date of its signature and will remain in effect for a term of twelve(12) months.

This MOU is written and signed in English language.

Either Party may terminate this MOU at any time by three months' prior written notification to this effect addressed to the other Party.

Article (7)
AMENDMENT AND EXTENSION

This MOU may be amended or extended at any time by mutual written consent of the Parties.

Article (8)
NON-BINDING EFFECT

This MOU is neither intended to be nor constitutes a binding legal agreement. This MOU constitutes merely an expression of good relations of the Parties and a statement of their mutual understanding with respect to its contents. Each Party agrees that this MOU is neither legally binding nor enforceable on the Parties and does not represent any legal commitment of any nature on the part of either Party.

Article (9)
NOTICES

All correspondence and notices to be given pursuant to this MOU shall be written in the English language and delivered to the following addresses:

For National Investment and Infrastructure Fund Ltd (NIIF):

Address:

National Investment and Infrastructure Fund Ltd

Room no: 166 – D, North Block

New Delhi - 110001

Phone: +91-11-23092420

Fax: +91-11-23093230

Email: jsinv-dea@nic.in

Recipient: Director, National Investment and Infrastructure Fund Ltd

For QATAR INVESTMENT AUTHORITY:

Address:

Qatar Investment Authority

PO Box 23224

Ooredoo Tower
West Bay, Doha
State of Qatar
Fax: +974 4499 3904


Recipient: Director of the Office of the CEO

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WITNESS WHEREOF, the undersigned being duly authorized by their respective Parties have signed this non-binding Memorandum of Understanding on this 5th day of June, 2016 in the city of Doha, State of Qatar in two originals in English language.

For and on behalf of

NATIONAL INVESTMENT AND
INFRASTRUCTURE FUND LTD




Amar Sinha

Secretary (Economic Relations)
Ministry of External Affairs

For and on behalf of

QATAR INVESTMENT AUTHORITY



Abdullah Bin Mohamed Al Thani
Chief Executive Officer