



L&T – IHI CONSORTIUM

CONTRACT AGREEMENT

between

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

and

L&T-IHI CONSORTIUM

**(M/s LARSEN & TOUBRO LIMITED & M/s IHI INFRASTRUCTURE
SYSTEMS CO. Ltd.)**

MUMBAI TRANS HARBOUR LINK PROJECT (MTHL)

PACKAGE-1

“Procurement of Mumbai Trans Harbour Link Project (Package-1), Construction of a 10.380 km Long Bridge Section (CH 0+000 – CH 10+380) across the Mumbai Bay including Sewri Interchange”

(JICA LOAN: Mumbai Trans-Harbour Link Project (I) ID-P255)

MADE ON 26TH DECEMBER 2017

VOLUME –I of XVII

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Package-1 L&T- IHI Consortium

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Package-1

CONTRACT AGREEMENT

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

**MUMBAI TRANS HARBOUR LINK PROJECT
(JICA LOAN: Mumbai Trans-Harbour Link Project (I) ID-P255)**

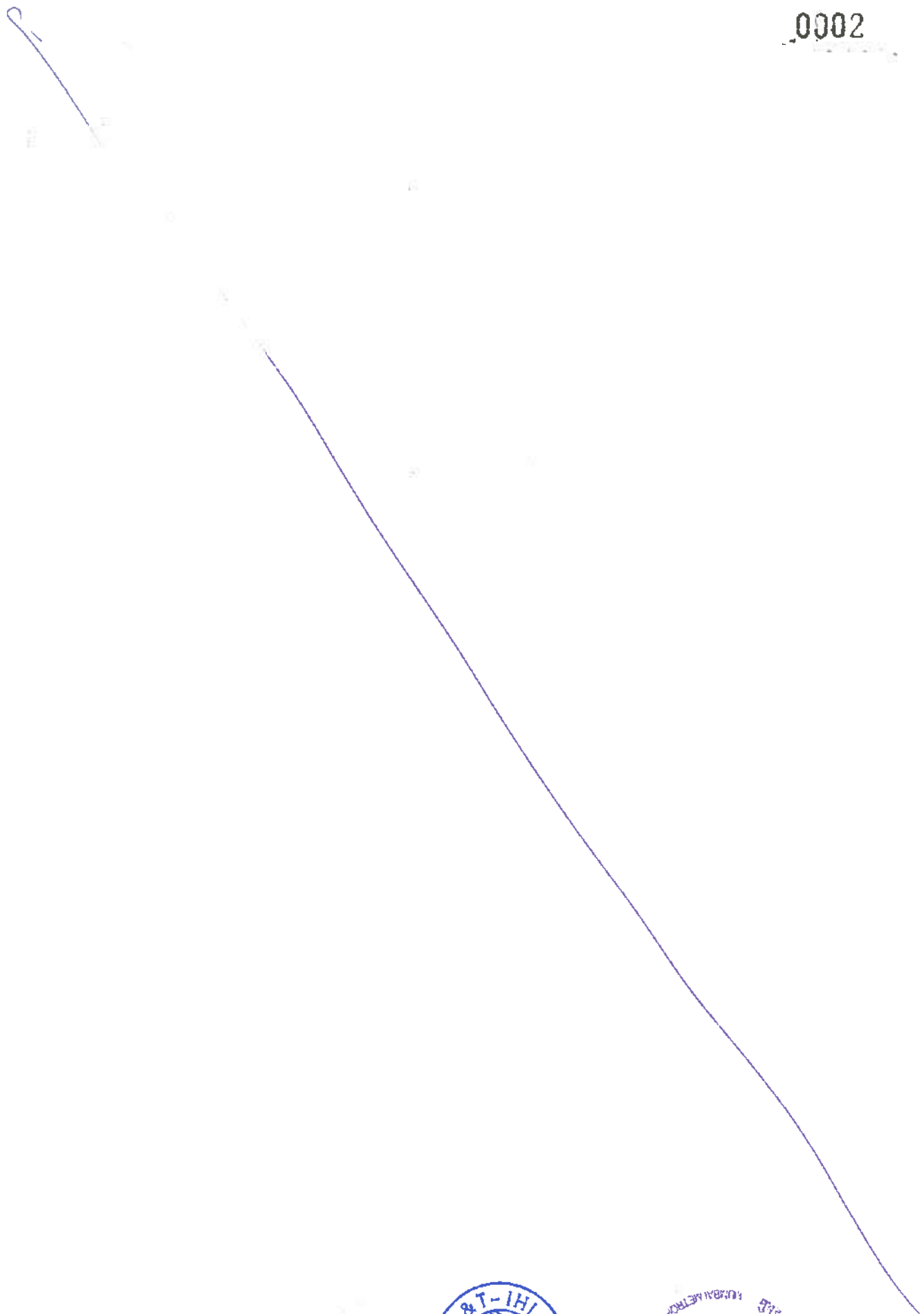
**Procurement of Mumbai Trans Harbour Link Project (Package 1)
Construction of 10.380 km long bridge section (CH 0+000 – CH
10+ 380) across the Mumbai Bay including Sewri Interchange.**



Package-1
L&T- IHI Consortium
Index

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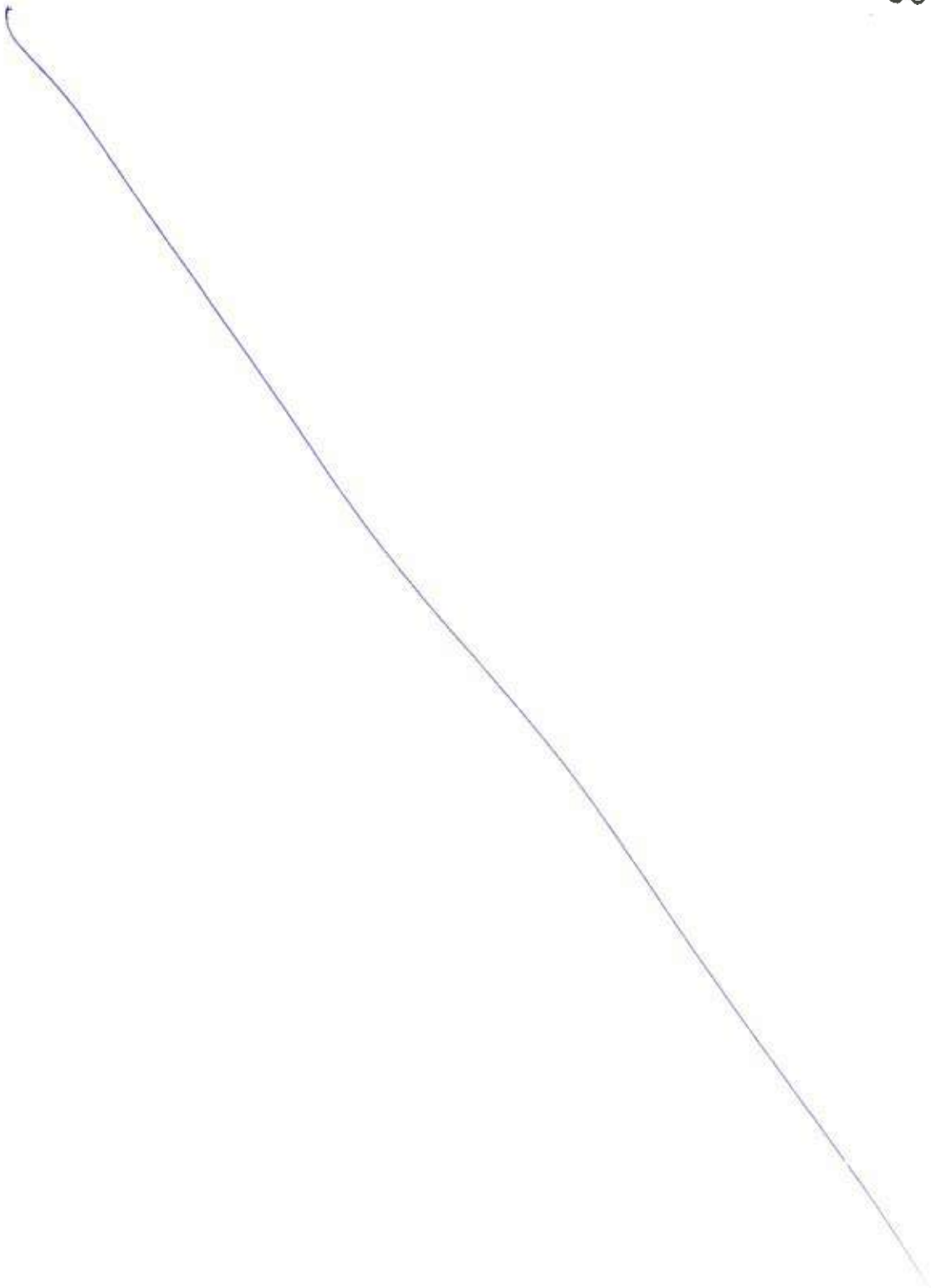




Package - I
Volume - I

Volume No.	Contents	Page No.
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	The Letters of Bid (Technical & Financial)	





CONTRACT AGREEMENT (CA)

FOR

**PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT
(PACKAGE 1) CONSTRUCTION OF 10.380 KM LONG BRIDGE
SECTION (CH 0+000 –CH 10+380) ACROSS THE MUMBAI BAY
INCLUDING SEWRI INTERCHANGE**

**IFB NO.: MMRDA/ENG1/000752 DATED 4TH JANUARY 2017
(JICA Loan No.: Mumbai Trans-Harbour Link Project (I) ID-P255)**

BETWEEN

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
(MMRDA)**


AND

**L&T-IHI CONSORTIUM
(M/s LARSEN & TOUBRO LIMITED, INDIA &
M/s IHI INFRASTRUCTURE SYSTEMS CO., Ltd, JAPAN)**

Made On 26th Day of December, 2017



Mr. SANJAY KHANDARE, IAS
Additional Metropolitan Commissioner,
Mumbai Metropolitan Region Development
Authority (MMRDA)
New MMRDA Office Building,
Plot No. R-05, R-06 & R-12, 'E'-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai-400051,
Maharashtra, India



Mr. P. NIRANJANA
(Authorised Representative),
L&T-IHI Consortium,
(M/S Larsen & Toubro Limited, India &
M/S IHI Infrastructure Systems Co., Ltd,
Japan), Nuclear and Special Bridges BU,
L&T Construction, C/o Larsen and Toubro
Limited, Mount Poonamallee Road,
Manapakkam, P.B.No.979, Chennai- 600089,
Tamil Nadu, India.





महाराष्ट्र MAHARASHTRA

2017

SU 090863

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६

15 DEC 2017

सक्षम अधिकारी

CONTRACT AGREEMENT (CA)

श्रीमती. एच. वि. नसूरकर

THIS AGREEMENT made on the 26th Day of December, 2017, between Mumbai Metropolitan Region Development Authority (MMRDA), Mumbai (hereinafter "the Employer"), of the one part, and L&T-IHI Consortium (M/S Larsen & Toubro Limited, India & M/S IHI Infrastructure Systems Co., Ltd, Japan), Nuclear and Special Bridges BU, L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P. B. No. 979, Chennai – 600089, Tamilnadu, India (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as "Procurement of Mumbai Trans Harbour Link Project (Package-1), Construction of a 10.380 km long bridge section (CH 0+000 – CH 10+380) across the Mumbai Bay including Sewri Interchange", should be executed by the Contractor, and has accepted the Bid by the Contractor for the execution and completion of these Works and the remediation of any defects therein,



(Handwritten signature)

21 DEC 2017

000583

जोड़पत्र - 2 Annexure-II

१) मुद्रांक विक्री नोंद वही अलु. क्रमांक/दिनांक
(Serial No./Date) Agreement

२) दस्तऐवज प्रकार
(Nature of document)

३) मालक कोणाची दस्तऐवज आहे का ?
(Whether it is to be released)

४) किंवा दस्तऐवज कोणाच्या नावावर आहे ?
(If not, in whose name it is registered)

५) कोणाच्या नावावर दस्तऐवज आहे व सही
(Name of Purchaser's Name and Signature)

६) कोणाच्या नावावर दस्तऐवज आहे व सही
(Name of other person then name of Purchaser)

७) कोणाच्या नावावर दस्तऐवज आहे व सही
(Name of other person then name of Purchaser)

८) कोणाच्या नावावर दस्तऐवज आहे व सही
(Name of other person then name of Purchaser)

९) कोणाच्या नावावर दस्तऐवज आहे व सही
(Name of other person then name of Purchaser)

१०) कोणाच्या नावावर दस्तऐवज आहे व सही
(Name of other person then name of Purchaser)

मुद्रांक विक्री विक्रय/पत्रात : बांद्रा वार अधीनकारक
अधिकारी, बांद्रा वार, हॉम्लस येथील,
बांद्रा वार अधीनकारक बोर्ड, ए. के. रोड,
बांद्रा (पूर्व), मुंबई-४०००५७.

पत्रा क्रमांक : ४००००१६
पत्रा दिनांक : २०१७-१२-२१

L&T-IHI CONSORTIUM
305 & 306, 3rd Floor, B-Wing,
Naybharat Estate, PD Mello Road,
Sewri West, Mumbai.- 400 015.

mmRDA



The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents and the Priority of the documents shall be as follows:
 - (i) **The Letter of Acceptance (LOA);**
 - (ii) **Letters of Clarifications (LoC) on the Tender submitted;**
 - (iii) **the Letters of Bid (Technical and Financial);**
 - (iv) **the Addenda including Attachments (Numbers 1 to 5);**
 - (v) **the Particular Conditions;**
 - (vi) **the General Conditions;**
 - (vii) **the Employer's Requirements including Tender Drawings;**
 - (viii) **the Completed and Corrected Schedules;**
 - (ix) **the Contractor's Proposal and any other documents forming part of the Contract;**
 - (x) **the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.**
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



[Handwritten signature]

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

for and on behalf of the Employer

for and on behalf of the Contractor



Signed by

Name: **Mr. SANJAY KHANDARE, IAS**
Additional Metropolitan Commissioner,
Mumbai Metropolitan Region Development
Authority (MMRDA)
9th Floor, New Office Building,
Plot No. R-05, R-06
& R-12, 'E' Block, Bandra-Kurla Complex,
Bandra (E), Mumbai- 400 051,
Maharashtra, India

Signed by

Name: **Mr. P. NIRANJANA**
(Authorised Representative),
L&T-IHI Consortium,
(M/S Larsen & Toubro Limited, India & M/S
IHI Infrastructure Systems Co., Ltd,
Japan), Nuclear and Special Bridges BU,
L&T Construction, C/o Larsen and Toubro
Limited, Mount Poonamallee Road,
Manapakkam, P.B.No.979, Chennai- 600089,
Tamilnadu, India.



in the presence of:

Dr. D.T. THUBE, Chief Engineer,
Mumbai Metropolitan Region Development
Authority (MMRDA)
2nd Floor, Engineering Division,
New Office Building,
Plot No. R-05, R-06 & R-12,
'E' Block, Bandra-Kurla Complex, Bandra (E),
Mumbai- 400 051,
Maharashtra, India

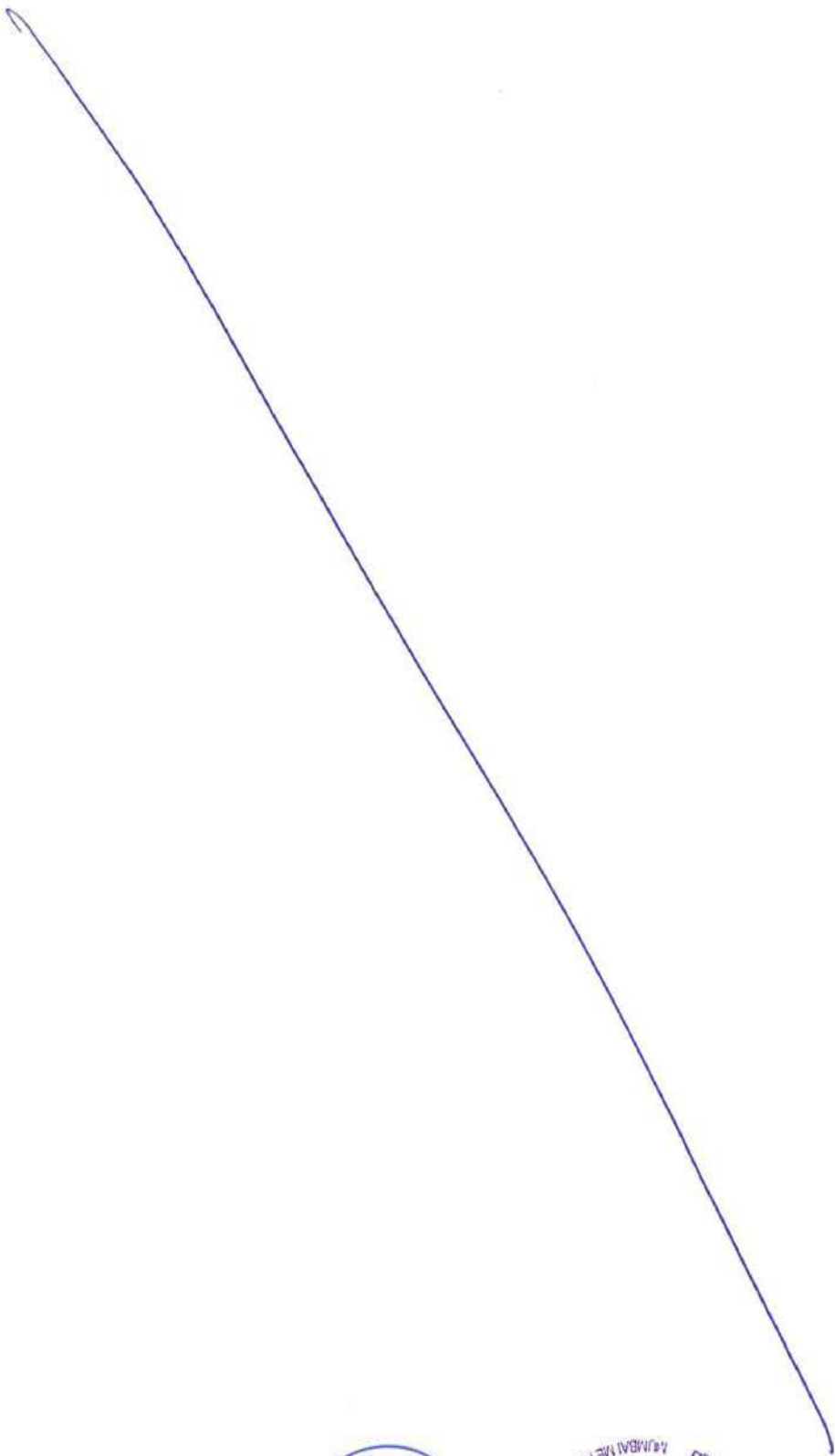
Date: 26th Day of December, 2017

in the presence of:

MR. TAKESHI KAWAKAMI
President,
IHI Infrastructure Systems Co., Ltd.
3-Banchi, Ohama-Nishimachi, Sakai-ku,
Sakai-shi, Osaka 590-0977
Japan.

Date: 26th Day of December, 2017





07-DEC-17

0011

Mumbai Metropolitan Region Development Authority
 2nd Floor, New Office Building,
 Plot No. R-05, R-06 & R-12, 'E' Block,
 Bandra-Kurla Complex, Bandra (E), Mumbai
 Maharashtra, INDIA 400051

Our reference : 594GM07173410001 & 594GM08173410001
 Issue date : 07-DEC-17
 Applicant : LARSEN AND TOUBRO
 Guarantee amt. : INR 2,639,992,340.00 & USD7,842,743.00
 Amt. in words : INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE
 MILLION NINE HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND DOLLAR SEVEN
 MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED FORTY THREE ONLY
 Stated Expiry date : 14-OCT-24
 Stated Claim Expiry date : 14-OCT-24

Dear Sir/ Madam,

Please find enclosed the captioned guarantee duly issued by YES Bank ("the Bank").

The beneficiary of this guarantee is entitled to confirm the authenticity of this guarantee directly by contacting the issuing branch or any of below controlling office:

YES Bank Limited
 NOC Mumbai - BG desk,
 YES Bank Tower, 1FC 2, 8th floor,
 Senapati Bapat Road,
 Elphinstone (West),
 Mumbai - 400013.

YES Bank Limited,
 NOC Gurgaon - BG desk,
 DLF Cyber City, 3rd floor,
 Building No. 8 A,
 Gurgaon- 122002.

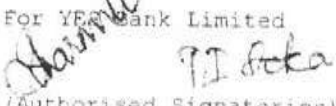
YES Bank Limited
 NOC Chennai - BG desk,
 One Indiabulls Park,
 4th Floor, Tower B,
 Plot No.14, 3rd Main Road
 Ambattur Estate,
 Chennai - 600 058.

This guarantee is to be returned immediately post its expiry. This letter forms an integral part of the guarantee. Please note that any communication/demand under this guarantee should be made in writing to the issuing branch unless otherwise specified in the enclosed guarantee.

It is confirmed that

- 1) Ms. KANCHANA S
- 2) Mr. VARADHARAJAN YR

who have signed the above guarantee, are authorised to sign on same on behalf of the Bank.

For YES Bank Limited

 (Authorised Signatories)



DATE : 07-DEC-17

Yes Bank Ltd., Ground Floor, No.108, LANCOR Westminster Building R.K.Salai, Mylapore, Chennai - 600 004

YESTOUCH PhoneBanking Number:

SMS "Help" space <CUST ID>
 to +91 92233 90909

1800 2000 (Toll Free for Mobile & Landlines in India) +91 22 30993600 (When calling from Outside India)
 Toll Free number from USA / Canada: 1877 659 8044 UK: 808 178 5133 UAE: 8000 3570 3089

Email us at
 yestouch@yesbank.in

CIN - L65190MH2003PLC143249

भारतीय नगर न्यायिक 0012

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தெலிநாடு TAMILNADU
813
4 DEC 2017



BN 271007

V. NEMACHALAM
Stamp Vendor
L.C. No. AS/46163/81
42, VATHIYAR PANDA PILLAI STREET,
CHODALAI, CHENNAI - 600 112,
044 - 25323103 / 538100882

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO

For YES Bank Limited

Authorized Signatories

Date: 07-DEC-17

Place: YES BANK LTD - RK SALAI



भारतीय गैर न्यायिक

0013

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL



தமிழ்நாடு TAMILNADU

8/4
4 DEC 2017



BN 271008

V. HENRICHALATH
Stamp Vendor
L.C. NO. A/30163/81
12, VATHIYAR KANDAR PILLAI STREET
CHOLLA, CHENNAI - 600 112,
044 - 25323193 / 9381006082

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO

For YES Bank Limited

Authorized Signatories



Date: 07-DEC-17

Place: YES BANK LTD - RK SALAI



भारतीय गैर न्यायिक 0014

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



भारत INDIA

INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMILNADU

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- 4 DEC 2017



BN 271009

V HEMACHALAM
Stamp Vendor

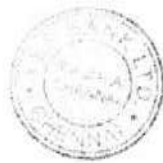
L.C. No. 46/46163/81
42, VATHIYAR KANDA PILLAI STREET,
CHOOLAI, CHENNAI - 600 112,
944 - 25323103 / 9381008002

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO

For YES Bank Limited

[Handwritten signatures]

Authorised Signatories



Date: 07-DEC-17

Place: YES BANK LTD - RK SALAI



BANK GUARANTEE NO : 594GM07173410001
 BANK GUARANTEE NO : 594GM08173410001

ISSUE DATE: 07-DEC-2017
 ISSUE DATE: 07-DEC-2017

Beneficiary:

Mumbai Metropolitan Region Development Authority (MMRDA),
 2nd Floor, New Office Building, Plot No.R-05, R-06 & R-12, 'E-Block',
 Bandra - Kurla Complex, Bandra (E), Mumbai, Maharashtra, INDIA 400 051.

Date: 07-DEC-2017

PERFORMANCE GUARANTEE No.: 594GM07173410001 & 594GM08173410001

Guarantor: YES Bank Limited., Gr Floor, Lancor Westminster, 108, Dr. R K Salai, Mylapore, Chennai - 600004.

We have been informed that L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979, Chennai-600089, Tamilnadu, India (hereinafter called "the Applicant") has entered into Contract No. MMRDA/ENG1/000752 dated 04.01.2017 with the Beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we YES Bank Ltd., a company incorporated and registered under the Companies Act 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office at Nehru Centre, 9th Floor, Discovery of India, Worli, Mumbai 400 018 & a branch office inter alia at Gr Floor, Lancor Westminster, 108, Dr. R K Salai, Mylapore, Chennai - 600004 (as Guarantor), hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of INR 263,99,92,340/- (Two Hundred And Sixty Three Crores Ninety Nine Lakhs Ninety Two Thousand Three Hundred And Forty Rupees Only), And USD 7,842,743/- (Seven Million Eight Hundred Forty Two Thousand Seven Hundred Forty Three Dollars Only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the 14th day of October, 2024, and any demand for payment under it must be received by us at this office indicated above on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010. Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

For YES BANK LTD.



Page 1 of 2



For YES BANK LTD.

BANK GUARANTEE NO : 594GM07173410001
BANK GUARANTEE NO : 594GM08173410001

ISSUE DATE: 07-DEC-2017
ISSUE DATE: 07-DEC-2017

Notwithstanding anything contained herein before.

a) Our liability under this Bank Guarantee shall not exceed total amount of INR 263,99,92,340 /- (Two Hundred And Sixty Three Crores Ninety Nine Lakhs Ninety Two Thousand Three Hundred And Forty Rupees Only), And USD 7,842,743 /- (Seven Million Eight Hundred Forty Two Thousand Seven Hundred Forty Three Dollars Only).

b) This Bank Guarantee shall be valid up to 14-OCT-2024.

c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Beneficiary serve upon a written claim or demand on or before 14-OCT-2024 at YES Bank Limited, Gr Floor, Lancor Westminster, 108, Dr. R K Salai, Mylapore, Chennai - 600004.

For YES Bank Limited

For YES Bank Limited

Authorized Signatory

Authorized Signatory

Place: VARADHARAJAN 771
Date: Branch Service Partner Code
Name: Emp No: YB4216016 CIBIL ID: 3120635
Designation:

Place: KANCHAWA S
Date: BSP-CORPORATE
Name: Emp No: YB4216016 CIBIL ID: 3120635
Designation:





IHI

L&T – IHI CONSORTIUM

Ref: B-17-001-T-064

Date: 12th December 2017

To
 Chief Engineer,
 MTHL-PIU
 Engineering Division,
 Mumbai Metropolitan Region Development Authority (MMRDA),
 2nd Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E-Block'
 Bandra-Kurla Complex, Bandra (E), Mumbai
 Maharashtra, INDIA 400 051

Kind Attn: Dr. D.T. Thube

Dear Sir,

LOA Reference No: **MMRDA/MTHL/PKG-1/LOA/11-17 Dated 17/11/2017**

Subject: Procurement of Mumbai Trans Harbour Link Project (Package-1)-Construction of 10.380 km long bridge section (CH 0+000 to CH10+380) across the Mumbai Bay including Sewri Interchange. IFB No.: MMRDA/ENG1/000752.

Re: Submission of Performance Security Guarantee under clause 4.2

Dear Sir,

Herewith attached is the below mentioned Performance Security Bank Guarantees in original equivalent to Five Percent (5%) of the Accepted Contract Amount and in the same proportions of the currency (ies) of the Accepted Contract Amount.

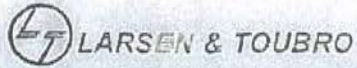
1. BG number 594GM07173410001 and 594GM08173410001 dated 07.12.2017 for the amount of INR 263,99,92,340 (Two hundred and sixty three crores Ninety nine lakhs ninety Two thousand Three Hundred and Forty Rupees only) and USD 7,842,743 (Seven Million Eight hundred Forty Two Thousand Seven Hundred Forty Three Dollars only).
2. BG number MD1734500002 dated 11.12.2017 for the amount of INR 17,448,396 (Indian Rupees Seventeen Million Four Hundred and Forty-Eight Thousand Three Hundred and Ninety-Six only).
3. BG number MD1734500003 dated 11.12.2017 for the amount of USD 5,330,420 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only).
4. BG number MD1734500001 dated 11.12.2017 for the amount of JPY 501,818,540 (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only).
5. BG number MD1734500004 dated 11.12.2017 for the amount of EUR 307,617 (Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only).

The Annexure with summary of above mentioned Bank Guarantees enclosed herewith for ready reference.

Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
 C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979,
 Chennai – 600089 Tamil Nadu, India

PH : +91-44-3319 2905, Fax: +91-44-3319 2950





IHI

L&T – IHI CONSORTIUM

Thanking you and assuring you of our best services at all times.

Yours faithfully,

for L&T – IHI Consortium

P. Anjana
Authorized Signatory of L&T – IHI Consortium
Vice President & Head
Nuclear & Special Bridges BU
L&T Construction

Encl.:

1. BG number 594GM07173410001 and 594GM08173410001 (6 Pages – In Original)
2. BG number MD1734500002 (4 Pages – In Original)
3. BG number MD1734500003 (4 Pages – In Original)
4. BG number MD1734500001 (4 Pages – In Original)
5. BG number MD1734500004 (4 Pages – In Original)
6. Annexure.

CC. Mr. T. Sakamoto, JICA India Office



Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979,
Chennai – 600089 Tamil Nadu, India
PH : +91-44-3319 2905, Fax: +91-44-3319 2950

ANNEXURE

Package - 1 (Identification No. MMRDA/ENG1/000752)

S.No.	Description	Local (Ind. Rs)	Foreign (US\$)	Foreign (₹/₹)	Foreign (Euro)
1	Accepted Contract Amount	53,14,88,14,703	26,34,63,262	10,03,63,70,798	61,52,336
2	5% of Accepted Contract Amount	2,65,74,40,735	1,31,73,163	50,18,18,540	3,07,617
3	Bank Gurantee No				
3.a	594GM07173410001 & 594GM08173410001	2,63,99,92,340	78,42,743	-	-
3.b	MD1734500002	1,74,48,396	-	-	-
3.c	MD1734500003	-	53,30,420	-	-
3.d	MD1734500001	-	-	50,18,18,540	-
3.e	MD1734500004	-	-	-	3,07,617
Total of BG's Value (3.a + 3.b + 3.c + 3.d + 3.e)		2,65,74,40,736	1,31,73,163	50,18,18,540	3,07,617



YES BANK

07-DEC-17

Mumbai Metropolitan Region Development Authority
2nd Floor, New Office Building,
Plot No. B-0a, B-06 & F-12, 'E' Block,
Bandra-Surla Complex, Bandra (E), Mumbai
Maharashtra, INDIA 400051

Our reference : 594GM07173410001 & 594GM08173410001
Issue date : 07-DEC-17
Applicant : LARSEN AND TOUBRO
Guarantee amt. : INR 2,639,997,340.00 & USD7,842,743.00
Amt. in words : INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE
MILLION NINE HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND DOLLAR SEVEN
MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED FORTY THREE ONLY
Stated Expiry date : 14-OCT-24
Stated Claim Expiry date : 14-OCT-24

Dear Sir/ Madam,

Please find enclosed the captioned guarantee duly issued by YES Bank ("the Bank").

The beneficiary of this guarantee is entitled to confirm the authenticity of this guarantee directly by contacting the issuing branch or any of below controlling office:

YES Bank Limited
NOC Mumbai - BG desk,
YES Bank Tower, LFC 2, 8th floor,
Senapati Bapat Road,
Elphinstone (West),
Mumbai - 400013.

YES Bank Limited,
NOC Gurgaon - BG desk,
DLF Cyber City, 3rd floor,
Building No. 8 A,
Gurgaon- 122002.

YES Bank Limited
NOC Chennai - BG desk,
One Indiabulls Park,
4th Floor, Tower B,
Plot No.14, 3rd Main Road
Ambattur Estate,
Chennai - 600 058.

This guarantee is to be returned immediately post its expiry. This letter forms an integral part of the guarantee. Please note that any communication/demand under this guarantee should be made in writing to the issuing branch unless otherwise specified in the enclosed guarantee.

It is confirmed that

- 1) Ms. KANCHANA S
- 2) Mr. VARADHARAJAN YR

who have signed the above guarantee, are authorized to sign the same on behalf of the Bank.

For YES Bank Limited

(Signature)
(Signature)
(Authorised Signatories)



DATE : 07-DEC-17

Yes Bank Ltd., Ground Floor, No.108, LANCOR Westminister Building R.K.Salai, Mylapore, Chennai - 600 004

SMS "Help" space <CUSTOM ID>
to +91 92233 90909



YES TOUCH PhoneBanking Number.

1800 2000 (Toll Free for Mobile & Landlines in India) +91 22 30993600 (When calling from Outside India)
Toll Free number from USA / Canada: 1877 659 8044 UK: 0800 78 3133 UAE: 8000 3570 3089



Email at:
yestouch@yesbank.in

CIN - L65190MH2003PLC143249

ate & Registered Offices: Nube Centre, 9th floor, Discovery of India, Dr. A. B. Road, Worli, Mumbai - 400 018, India. Fax: +91 (0)22 2560660 www.yesbank.in

भारतीय नैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

श्री. व. हेमचलम
तमिलनाडु TAMILNADU
813
4 DEC 2017



BN 271007
V HEMACHALAM
Stamp Vendor
L.C. No. A6/A6163/81
42, VATHIYAR KANDA PILLAI STREET,
CHODLAI, CHENNAI - 600 112.
044 - 25323103 / 9381008082

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO

For YES Bank Limited

[Signatures]

Authorized Signatories



Date: 07-DEC-17
Place: YES BANK LTD - EK SALAI



भारतीय नैर न्यायिक

एक सौ रुपये

Rs. 100

₹ 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL



तमिलनाडु TAMILNADU
4 DEC 2017



BN 271008

V. HEMY CHALAM
Stamp Vender
L.C. No. A6/46 163/81
42, VATHAYAR KANDA PILLAI STREET,
CHOLLA, CHENNAI - 600 112,
044 - 25323183 / 9381008082

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO

For YES Bank Limited

Authorized Signatories



Date: 07-DEC-17
Place: YES BANK LTD - RK SALAI



भारतीय बैंक न्यायिक

एक सौ रुपये

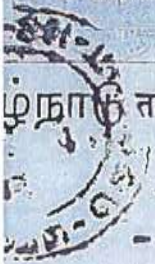
Rs. 100

₹. 100

ONE HUNDRED RUPEES



भारत INDIA INDIA NON JUDICIAL



तमिलनाडु TAMILNADU

- 4 DEC 2017



BN 271009

V. HEMACHALAM
Stamp Vendor

L.C. No. AG/46163/B1
42, VATHIYAR KANDA PILLAI STREET,
CHOOLAI, CHENNAI - 600 112.
044 - 25323193 / 9381008082

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO

For YES Bank Limited

[Signatures]

Authorised Signatories



Date: 07-DEC-17

Place: YES BANK LTD - RK SALAI



BANK GUARANTEE NO : 594GM07173410001
 BANK GUARANTEE NO : 594GM08173410001

ISSUE DATE: 07-DEC-2017
 ISSUE DATE: 07-DEC-2017

Beneficiary:

Mumbai Metropolitan Region Development Authority (MMRDA),
 2nd Floor, New Office Building, Plot No.R-05, R-06 & R-12, 'E-Block',
 Bandra - Kurla Complex, Bandra (E), Mumbai, Maharashtra, INDIA 400 051.

Date: 07-DEC-2017

PERFORMANCE GUARANTEE No.: 594GM07173410001 & 594GM08173410001

Guarantor: YES Bank Limited., Gr Floor, Lancor Westminster, 108, Dr. R K Salai, Mylapore,
 Chennai - 600004.

We have been informed that L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979, Chennai-600089, Tamilnadu, India (hereinafter called "the Applicant") has entered into Contract No. MMRDA/ENG1/000752 dated 04.01.2017 with the Beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we YES Bank Ltd., a company incorporated and registered under the Companies Act 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office at Nehru Centre, 9th Floor, Discovery of India, Worli, Mumbai 400 018 & a branch office inter alia at Gr Floor, Lancor Westminster, 108, Dr. R K Salai, Mylapore, Chennai - 600004 (as Guarantor), hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of INR 263,99,92,340/- (Two Hundred And Sixty Three Crores Ninety Nine Lakhs Ninety Two Thousand Three Hundred And Forty Rupees Only), And USD 7,842,743/- (Seven Million Eight Hundred Forty Two Thousand Seven Hundred Forty Three Dollars Only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the 14th day of October, 2024, and any demand for payment under it must be received by us at this office indicated above on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010. Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

For YES BANK LTD.

Authorised Signatory



Page 1 of 2

For YES BANK LTD.

Authorised Signatory

BANK GUARANTEE NO : 594GM07173410001
 BANK GUARANTEE NO : 594GM08173410001

ISSUE DATE: 07-DEC-2017
 ISSUE DATE: 07-DEC-2017

Notwithstanding anything contained herein before.

- a) Our liability under this Bank Guarantee shall not exceed total amount of INR 263,99,92,340 /- (Two Hundred And Sixty Three Crores Ninety Nine Lakhs Ninety Two Thousand Three Hundred And Forty Rupees Only), And USD 7,842,743 /- (Seven Million Eight Hundred Forty Two Thousand Seven Hundred Forty Three Dollars Only).
- b) This Bank Guarantee shall be valid up to 14-OCT-2024.
- c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Beneficiary serve upon a written claim or demand on or before 14-OCT-2024 at YES Bank Limited, Gr Floor, Lancor Westminster, 108, Dr. R K Salai, Mylapore, Chennai - 600004.

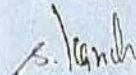
For YES Bank Limited



Authorized Signatory

Place: VARADHARAJAN YR
 Date: Branch Service Partner- Corp
 Name: Emp. No: VYE4216016 Cust. ID: 3120635
 Designation:

For YES Bank Limited



Authorized Signatory

Place: KANCHANA S
 Date: BSP - CORPORATE
 Name: Emp. No: KSE4015002 Cust. ID: 2747395
 Designation:



SUMITOMO MITSUI BANKING CORPORATION

SMBC

New Delhi Branch
 13th Floor Hindustan Times House, 18 - 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA
 Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@in.smbc.co.jp SWIFT: SMBCINDD IFSC: SMBC0000001

Date: 11th December, 2017

To,

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
 2ND FLOOR, NEW OFFICE BUILDING,
 PLOT NO.R-05, R-06 AND R-12,
 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051

Dear Sir,

Our Guarantee No. : **MD1734500001**

Favoring : Yourself

At the request of SMBC Osaka, Japan on behalf of L&T-IHI Consortium, we have issued guarantee favoring yourselves for JPY 501,818,540/- (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only) valid till 14/10/2024 & claim period till 14/10/2024 and arranged for its delivery to you.

The Original guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said guarantee has been signed by the Authorized signatories of the Bank.

For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry kindly return the original guarantee directly to us.

Please acknowledge receipt.

Thanking you,

Yours faithfully

As. Uppal Singh

Authorized Signatory





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL60880901422025P
Certificate Issued Date	: 07-Dec-2017 12:23 PM
Account Reference	: IMPACC (IV) d1960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030324687883404975P
Purchased by	: SUMITOMO MITSUI BANKING CORPORATION
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUMITOMO MITSUI BANKING CORPORATION
Second Party	: Not Applicable
Stamp Duty Paid By	: SUMITOMO MITSUI BANKING CORPORATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

This forms an integral part of our guarantee under reference no. MD1734500001 dated 11th December, 2017 for JPY 501,818,540/- (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

For SUMITOMO MITSUI BANKING CORPORATION

Vilina Mehta

Authorised Signatory



Page 1 of 3

Statutory Alert

Bank Guarantee No. : MD1734500001
 Issue Date : 11.12.2017
 Expiry Date : 14.10.2024
 Claim Date : 14.10.2024

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05,
 R-06 AND R-12, 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA
 (E), MUMBAI, MAHARASHTRA, INDIA, 400051**

DATE: 11/12/2017

Dear Sirs,

PERFORMANCE GUARANTEE NO. MD1734500001

**GUARANTOR: SUMITOMO MITSUI BANKING CORPORATION, 13th
 Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg,
 Connaught Place, New Delhi-110001**

We have been informed that L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "the applicant") has entered into contract no. MMRDA/ENG1/000752 dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of JPY 501,818,540/- (Japanese Yen Five Hundred And One Million Eight Hundred And Eighteen Thousand Five Hundred And Forty Only) such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the applicant is in breach of its obligation(s) under the contract, without the beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the 14th day of October, 2024, and any demand for payment under it must be received by us at this office indicated above on or before that date.

For SUMITOMO MITSUI BANKING CORPORATION



Ujjwal
 Authorised Signatory



For SUMITOMO MITSUI BANKING CORPORATION
nsrjlt
 Authorised Signatory

Bank Guarantee No. : MD1734500001
 Issue Date : 11.12.2017
 Expiry Date : 14.10.2024
 Claim Date : 14.10.2024

The guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the beneficiary's written request for such extension, such request to be presented to the guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules For Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under article 15(A) is hereby excluded.

Notwithstanding anything contained herein before:

(A) Our liability under this bank guarantee shall not exceed JPY 501,818,540/- (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only).

(B) This bank guarantee shall be valid upto 14th day of October, 2024.

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001.

Vibha Uppal

Vibha Uppal
 Senior Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch



Hitesh Singla

Hitesh Singla
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Milton Mondal

Milton Mondal

Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sandeep Prasad

Sandeep Prasad

Sumitomo Mitsui Banking Corporation
 New Delhi Branch



SUMITOMO MITSUI BANKING CORPORATION

SMBC

New Delhi Branch

13th Floor, Hindustan Times House, 18-20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA

Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@n-smbo.co.jp SWIFT SMBCINDD IFSC: SMBC000

Date: 11th December, 2017

To,

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO.R-05, R-06 AND R-12,
'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051

Dear Sir,

Our Guarantee No. : MD1734500002

Favoring : Yourselves

At the request of SMBC Osaka, Japan on behalf of L&T-IHI Consortium, we have issued guarantee favoring yourselves for INR 17,448,396.00(Indian Rupees Seventeen Million Four Hundred And Forty-Eight Thousand Three Hundred And Ninety-Six Only) valid till 14/10/2024 & claim period till 14/10/2024 and arranged for its delivery to you.

The Original guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said guarantee has been signed by the Authorized signatories of the Bank.

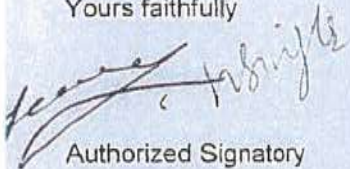
For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee directly to us.

Please acknowledge receipt.

Thanking you,

Yours faithfully



Authorized Signatory





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL60881626571033P
Certificate Issued Date	: 07-Dec-2017 12:24 PM
Account Reference	: IMPACC (IV) dI960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030324689218489986P
Purchased by	: SUMITOMO MITSUI BANKING CORPORATION
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUMITOMO MITSUI BANKING CORPORATION
Second Party	: Not Applicable
Stamp Duty Paid By	: SUMITOMO MITSUI BANKING CORPORATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

This forms an integral part of our guarantee under reference no. MD1734500002 dated 11th December, 2017 for INR 17,448,396.00 (Indian Rupees Seventeen Million Four Hundred and Forty-Eight Thousand Three Hundred and Ninety-Six Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 and R-12,'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

Authorized Signatory

For SUMITOMO MITSUI BANKING CORPORATION



Authorized Signatory

Page 1 of 3

Statutory Alert

1. The authenticity of this document can be verified on the website of the Government of National Capital Territory of Delhi.
2. The stamp of the Government of National Capital Territory of Delhi is mandatory for the validity of this document.
3. In case of any discrepancy, please contact the undersigned.



Bank Guarantee No. : MD1734500002
 Issue Date : 11.12.2017
 Expiry Date : 14.10.2024
 Claim Date : 14.10.2024

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO. R-05, R-
 06 AND R-12, E BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051**

DATE: 11/12/2017

Dear Sirs,

PERFORMANCE GUARANTEE NO. MD1734500002

**GUARANTOR: SUMITOMO MITSUI BANKING CORPORATION, 13th
 Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg,
 Connaught Place, New Delhi-110001**

We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "the applicant") has entered into contract no **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of **INR 17,448,396.00 (Indian Rupees Seventeen Million Four Hundred And Forty-Eight Thousand Three Hundred And Ninety-Six Only)**, such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the applicant is in breach of its obligation(s) under the contract, without the beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the **14th day of October, 2024**, and any demand for payment under it must be received by us at this office indicated above on or before that date.

The guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the beneficiary's written request for such extension, such request to be presented to the guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules For Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under article 15(A) is hereby excluded.

For SUMITOMO MITSUI BANKING CORPORATION

For SUMITOMO MITSUI BANKING CORPORATION

Page 2 of 3



Authorised Signatory



Bank Guarantee No. : MD1734500002
Issue Date : 11.12.2017
Expiry Date : 14.10.2024
Claim Date : 14.10.2024

Notwithstanding anything contained herein before :

(A) Our liability under this bank guarantee shall not exceed **INR 17,448,396.00 (Indian Rupees Seventeen Million Four Hundred And Forty-Eight Thousand Three Hundred And Ninety-Six Only)**

(B) This bank guarantee shall be valid upto **14th day of October, 2024**

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. **14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001**

Shobhana Mitra
Vice President
Sumitomo Mitsui Banking Corporation
New Delhi Branch



Hitesh Singla
Assistant Vice President
Sumitomo Mitsui Banking Corporation
New Delhi Branch

Name of Witness: **Milton Mondal**

Sumitomo Mitsui Banking Corporation
New Delhi Branch

Name of Witness: **Sandeep Prasad**

Sumitomo Mitsui Banking Corporation
New Delhi Branch



SUMITOMO MITSUI BANKING CORPORATION

SMBC

New Delhi Branch

13th Floor Hindustan Times House, 18 - 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001 INDIA
Tel: +91 11 4768 9111 Fax: +91 11 4768 9122 contact-us@sumitomo.co.jp SWIFT: SMBCINDD IFSO: SMBC0000661Date: 11th December, 2017

To,

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO R-05, R-06 AND R-12,
'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051

Dear Sir,

Our Guarantee No. : MD1734500003

Favoring : Yourselves

At the request of SMBC Osaka, Japan on behalf of L&T-IHI Consortium, we have issued guarantee favoring yourselves for USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only) valid till 14/10/2024 & claim period till 14/10/2024 and arranged for its delivery to you.

The Original guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said guarantee has been signed by the Authorized signatories of the Bank

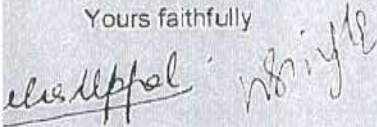
For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee directly to us.

Please acknowledge receipt

Thanking you,

Yours faithfully



Authorized Signatory





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL60878090024948P
 Certificate Issued Date : 07-Dec-2017 12:21 PM
 Account Reference : IMPACC (IV) d1960303/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL96030324682468525463P
 Purchased by : SUMITOMO MITSUI BANKING CORPORATION
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SUMITOMO MITSUI BANKING CORPORATION
 Second Party : Not Applicable
 Stamp Duty Paid By : SUMITOMO MITSUI BANKING CORPORATION
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



-----Please write or type below this line-----

This forms an integral part of our guarantee under reference no. MD1734500003 dated 11th December, 2017 for USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

For SUMITOMO MITSUI BANKING CORPORATION

Vikram Khandelwal
 Authorised Signatory

[Signature]
 Authorised Signatory

Page 1 of 3

Statutory Alert:

1. The authority of this stamp is valid for 30 days from the date of issue.



Bank Guarantee No. : MD1734500003
 Issue Date : 11.12.2017
 Expiry Date : 14.10.2024
 Claim Date : 14.10.2024

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05,
 R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051**

DATE: 11/12/2017

Dear Sirs,

PERFORMANCE GUARANTEE NO. MD1734500003

**GUARANTOR: SUMITOMO MITSUI BANKING CORPORATION, 13th
 Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg,
 Connaught Place, New Delhi-110001**

We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has entered into contract no **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "**the Contract**").

Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of **USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only)**, such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the applicant is in breach of its obligation(s) under the contract, without the beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the **14th day of October, 2024**, and any demand for payment under it must be received by us at this office indicated above on or before that date.

For SUMITOMO MITSUI BANKING CORPORATION

For SUMITOMO MITSUI BANKING CORPORATION

Page 2 of 3

Vidya Sripada
 Authorised Signatory



Authorised Signatory



Bank Guarantee No. : MD1734500003
 Issue Date : 11.12.2017
 Expiry Date : 14.10.2024
 Claim Date : 14.10.2024

The guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the beneficiary's written request for such extension, such request to be presented to the guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules For Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under article 15(A) is hereby excluded.

Notwithstanding anything contained herein before:

(A) Our liability under this bank guarantee shall not exceed to USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only).

(B) This bank guarantee shall be valid upto 14th day of October, 2024.

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001.

Vibha Uppal

Vibha Uppal
 Senior Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch



Hitesh Singla

Hitesh Singla
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Milton Mondal

Milton Mondal

Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sandeep Prasad

Sandeep Prasad

Sumitomo Mitsui Banking Corporation
 New Delhi Branch



SUMITOMO MITSUI BANKING CORPORATION

MBC

New Delhi Branch
13th Floor Hindustan Times House, 18 - 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA
Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@in.smbc.co.jp SWIFT: SMBCINDD IFSC: SMBC0000001

Date: 11th December, 2017

To,

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO.R-05, R-06 AND R-12,
'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051**

Dear Sir,

Our Guarantee No. : **MD1734500004**

Favoring : Yourselves

At the request of SMBC Osaka, Japan (on behalf of L&T-IHI Consortium), we have issued guarantee favoring yourselves for **EUR 307,617.00 (Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only)** valid till **14/10/2024** & claim period till **14/10/2024** and arranged for its delivery to you.

The Original guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said guarantee has been signed by the Authorized signatories of the Bank.

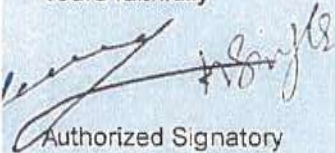
For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee directly to us.

Please acknowledge receipt.

Thanking you,

Yours faithfully


Authorized Signatory





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL60861947733544P
Certificate Issued Date	: 07-Dec-2017 12:08 PM
Account Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030324650207871224P
Purchased by	: SUMITOMO MITSUI BANKING CORPORATION
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUMITOMO MITSUI BANKING CORPORATION
Second Party	: Not Applicable
Stamp Duty Paid By	: SUMITOMO MITSUI BANKING CORPORATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

This forms an integral part of our guarantee under reference no: MD1734500004 dated 11th December, 2017 for EUR 307,617.00 (Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 and R-12, 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

Authorised Signatory

For SUMITOMO MITSUI BANKING CORPORATION

Authorised Signatory

Page 1 of 3

Statutory Alert

This is the official stamp of the Government of National Capital Territory of Delhi.



Bank Guarantee No. : MD1734500004
Issue Date : 11.12.2017 ✓
Expiry Date : 14.10.2024
Claim Date : 14.10.2024

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
AUTHORITY,
2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-
12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI,
MAHARASHTRA, INDIA, 400051**

DATE: 11/12/2017

Dear Sirs,

PERFORMANCE GUARANTEE NO. MD1734500004

**GUARANTOR: SUMITOMO MITSUI BANKING CORPORATION, 13th
Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg,
Connaught Place, New Delhi-110001**

We have been informed that **L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T
Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979,
Chennai-600089, Tamil Nadu, India (hereinafter called "the applicant")** has entered into contract
no **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the
execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "the
Contract").

Furthermore, we understand that, according to the conditions of the contract, a Performance
Guarantee is required.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the
beneficiary any sum or sums not exceeding in total an amount of **EUR 307,617.00 (Euro Three
Hundred and Seven Thousand Six Hundred and Seventeen Only)**, such sum being payable in
the types and proportions of currencies in which the contract price is payable, upon receipt by us
of the beneficiary's complying demand supported by the beneficiary's statement, whether in the
demand itself or in a separate signed document accompanying or identifying the demand, stating
that the applicant is in breach of its obligation(s) under the contract, without the beneficiary
needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the **14th day of October, 2024**, and any demand for
payment under it must be received by us at this office indicated above on or before that date.

The guarantor agrees to a one-time extension of this guarantee for a period not to exceed one
year, in response to the beneficiary's written request for such extension, such request to be
presented to the guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules For Demand Guarantees (URDG) 2010 Revision,
Publication No. 758, except that the supporting statement under article 15(A) is hereby
excluded.

SUMITOMO MITSUI BANKING CORPORATION

Authorized Signatory



Par SUMITOMO MITSUI BANKING CORPORATION

Authorized Signatory



Bank Guarantee No. : MD1734500004
Issue Date : 11.12.2017
Expiry Date : 14.10.2024
Claim Date : 14.10.2024

Notwithstanding anything contained herein before :

(A) Our liability under this bank guarantee shall not exceed EUR 307,617.00(Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only)

(B) This bank guarantee shall be valid upto the 14th day of October, 2024

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001

Shobhana Mitra
Vice President
Sumitomo Mitsui Banking Corporation
New Delhi Branch



Hitesh Singla
Assistant Vice President
Sumitomo Mitsui Banking Corporation
New Delhi Branch

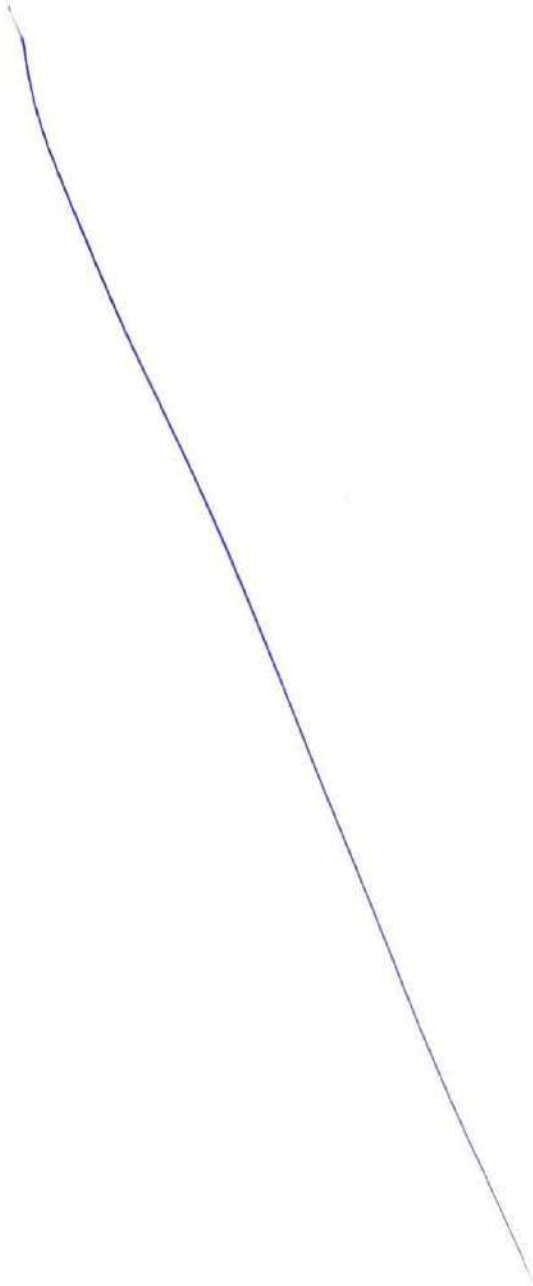
Name of Witness: Milton Mondal

Sumitomo Mitsui Banking Corporation
New Delhi Branch

Name of Witness: Sandeep Prasad

Sumitomo Mitsui Banking Corporation
New Delhi Branch







IHI

L&T – IHI CONSORTIUM

Ref: B-17-001-T-066

Date: 26-12-2017

To
Chief Engineer,
 MTHL-PIU
 Engineering Division,
 Mumbai Metropolitan Region Development Authority (MMRDA),
 2nd Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E-Block'
 Bandra-Kurla Complex, Bandra (E), Mumbai
 Maharashtra, INDIA 400 051

Kind Attn: **Dr. D.T.Thube**

Subject: Procurement of Mumbai Trans Harbour Link Project (Package-1)-Construction of 10.380 km long bridge section (CH 0+000 to CH10+380) across the Mumbai Bay including Sewri Interchange. IFB No.: MMRDA/ENG1/000752.

Reg.: Submission of Performance Security Guarantee under clause 4.2

Reference:

1. LOA Reference No: MMRDA/MTHL/PKG-1/LOA/11-17 Dated 17/11/2017
2. L&T-IHI Consortium Letter No. B-17-001-T-60 dated 23.11.2017
3. MMRDA Letter No. MMRDA/MTHL/PKG-1/PS/Format/Change/12-17 dated 05.12.2017
4. L&T-IHI Consortium Letter No. B-17-001-T-64 dated 12.12.2017
5. MMRDA Letter No. MMRDA/MTHL/PKG-1/PS/Revised Format /12-17 dated 14.12.2017

Dear Sir,

With reference to your letter ref.05 cited above, we are submitting herewith the below mentioned amendment Performance Security Bank Guarantees in original in continuation to our submission vide letter ref.04 cited above.

1. BG number 594GM07173410001 dated 07.12.2017 and 594GM08173410001 dated 07.12.2017 (Amendment No.:02; Amendment date: 16.12.2017)
2. BG number MD1734500002 dated 11.12.2017 (Amendment No.:01 ; Amendment date: 20.12.2017)
3. BG number MD1734500003 dated 11.12.2017 (Amendment No.:01 ; Amendment date: 20.12.2017)
4. BG number MD1734500001 dated 11.12.2017 (Amendment No.:01 ; Amendment date: 20.12.2017)
5. BG number MD1734500004 dated 11.12.2017 (Amendment No.:01 ; Amendment date: 20.12.2017)

Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
 C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979,
 Chennai – 600089 Tamil Nadu, India

PH : +91-44-3319 2905, Fax: +91-44-3319 2950

Sensitivity: LNT Construction Internal Use



**IHI****L&T – IHI CONSORTIUM**

Thanking you and assuring you of our best services at all times.

Yours faithfully,

For L&T – IHI Consortium

P. Niranjana
Authorized Signatory of L&T – IHI Consortium
Vice President & Head
Nuclear & Special Bridges BU
L&T Construction

Encl.:

1. BG number 594GM07173410001 and 594GM08173410001 (7 Pages – In Original)
2. BG number MD1734500002 (4 Pages – In Original)
3. BG number MD1734500003 (4 Pages – In Original)
4. BG number MD1734500001 (4 Pages – In Original)
5. BG number MD1734500004 (4 Pages – In Original)

Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979,
Chennai – 600089 Tamil Nadu, India

PH : +91-44-3319 2905, Fax: +91-44-3319 2950

Sensitivity: LNT Construction Internal Use





தமிழ்நாடு தமில்நாடு TAMILNADU

2072
12 DEC 2017



BN 272872
[Signature]

V. HEMACHALAM
Stamp Vendor
L.C. No. A6/46153/81
42, VATHIYAR KANDA PILLAI STREET,
CHODALAI, CHENNAI - 600 112.
044 - 25323103 / 9381008082

This non-judicial stamp paper forms part and parcel of this amendment dated 16-DEC-17 for Bank guarantee number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued in favour of Mumbai Metropolitan Region Development Authority by us for LARSEN AND TOUBRO

For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY

Date: 16-DEC-17
Place: YES BANK LTD



For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY





कापीकरण 6 तमिलनाडु TAMILNADU

2022

12 DEC 2017



BN 272873

V. HEMACHALAM

Stamp Vendor

L.C. No. AS/46103/81

42, VATHIYAR KANDA PILLAI STREET,
CHOOLAI, CHENNAI - 600 112.

044 - 25323103 / 9381008082

This non-judicial stamp paper forms part and parcel of this amendment dated 16-DEC-17 for Bank guarantee number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued in favour of Mumbai Metropolitan Region Development Authority by us for LARSEN AND TOUBRO

For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY



For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY

Date: 16-DEC-17
Place: YES BANK LTD





தமிழ்நாடு தமில்நாடு TAMILNADU

2874
12 DEC 2017



BN 272874
V. Hemachalam
V. HEMACHALAM
 Stamp Vendor
 L.C. No. A6/46163/81
 42, VATHIYAR KANDA PILLAI STREET
 CHOOLAI, CHENNAI - 600 112.
 044 - 25323103 / 9381008082

This non-judicial stamp paper forms part and parcel of this amendment dated 16-DEC-17 for Bank guarantee number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued in favour of Mumbai Metropolitan Region Development Authority by us for LARSEN AND TOUBRO

For YES Bank Limited

[Signature]
AUTHORIZED SIGNATORY



For YES Bank Limited

[Signature]
AUTHORIZED SIGNATORY

Date: 16-DEC-17
Place: YES BANK LTD



2. THIS BANK GUARANTEE SHALL BE VALID UP TO 14-OCT-24
AND

3. WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OR ANY PART THEREOF UNDER
THIS BANK GUARANTEE ONLY AND ONLY IF YOU SERVE UPON US A WRITTEN CLAIM
OR DEMAND, ON OR BEFORE 14-OCT-24 AT:

YES BANK LIMITED
GROUND FLOOR, LANCOR WESTMINSTER,
108, DR. RADHA KRISHNAN SALAI,
MYLAPORE, CHENNAI

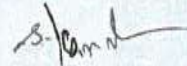
For YES Bank Limited



AUTHORIZED SIGNATORY

VARADHARAJAN. YR
Branch Service Partner- Corp
Emp. No: VYE4216016 Cust. ID: 3120635

For YES Bank Limited



AUTHORIZED SIGNATORY

KANCHANA. S
BSP - CORPORATE
Emp. No: KSE4015002 Cust. ID: 2747395



 LETTER OF AMENDMENT

DATE : 16-DEC-17

Mumbai Metropolitan Region Development Authority
 2nd Floor, New Office Building,
 Plot No. R-05, R-06 & R-12, 'E' Block,
 Bandra-Kurla Complex, Bandra (E), Mumbai
 Maharashtra, INDIA 400051

BANK GUARANTEE NO : 594GM07173410001 & 594GM08173410001
 DATED : 07-DEC-17
 AMOUNT : INR 2,639,992,340.00 & USD 7,842,743.00
 Amt. in words : INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE
 HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND
 US DOLLAR SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN
 HUNDRED FORTY THREE ONLY
 AMENDMENT NO : 2
 AMENDMENT DATE : 16-DEC-17

WE YES BANK LIMITED, AT THE REQUEST OF APPLICANT LARSEN AND TOUBRO
 DO HEREBY AMEND OUR ABOVE MENTIONED BANK GUARANTEE AS FOLLOWS:
 AMENDMENT CLAUSES ARE

1. IN PAGE NO 1 OF 2, PARA 1 TO BE READ AS BELOW INSTEAD OF EXISTING

WE HAVE BEEN INFORMED THAT L&T-IHI CONSORTIUM, NUCLEAR AND SPECIAL BRIDGES BU, L&T
 CONSTRUCTION, C/O LARSEN & TOUBRO LIMITED, MOUNT POONAMALLEE ROAD, MANAPAKKAM, P.B.NO.
 979, CHENNAI - 600089 (HEREINAFTER CALLED "THE APPLICANT") HAS BEEN ISSUED THE LETTER
 OF ACCEPTANCE VIDE LETTER NO. MMRDA/MTHL/PKG-1/LOA/11-17 DATED 17/11/2017 BY THE
 BENEFICIARY, FOR THE EXECUTION OF "PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT
 (PACKAGE-1) CONSTRUCTION OF A 10.380 KM LONG VIADUCT SECTION (CH 0+000 - CH 10+380)
 ACROSS THE MUMBAI BAY INCLUDING SEWRI INTERCHANGES UNDER IDENTIFICATION NO.
 MMRDA/ENG1/000752" (HEREINAFTER CALLED "THE CONTRACT").


ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER WILL FORM AN INTEGRAL PART OF GUARANTEE NUMBER 594GM07173410001 &
 594GM08173410001 DATED 07-DEC-17 AND ATTACHED THERETO

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE;

1. OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED INR 2,639,992,340.00 & USD
 7,842,743.00 INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE HUNDRED
 NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND US DOLLAR SEVEN MILLION EIGHT HUNDRED
 FORTY TWO THOUSAND SEVEN HUNDRED FORTY THREE ONLY

For YES Bank Limited


 AUTHORIZED SIGNATORY



For YES Bank Limited


 AUTHORIZED SIGNATORY





LETTER OF AMENDMENT

DATE : 16-DEC-17

Mumbai Metropolitan Region Development Authority
2nd Floor, New Office Building,
Plot No. R-05, R-06 & R-12, 'E' Block,
Bandra-Kurla Complex, Bandra (E), Mumbai
Maharashtra, INDIA 400051

BANK GUARANTEE NO : 594GM07173410001 & 594GM08173410001
DATED : 07-DEC-17
AMOUNT : INR 2,639,992,340.00 & USD 7,842,743.00
Amt. in words : INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND US DOLLAR SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED FORTY THREE ONLY
AMENDMENT NO : 2
AMENDMENT DATE : 16-DEC-17

WE YES BANK LIMITED, AT THE REQUEST OF APPLICANT LARSEN AND TOUBRO DO HEREBY AMEND OUR ABOVE MENTIONED BANK GURANTEE AS FOLLOWS:
AMENDMENT CLAUSES ARE

1. IN PAGE NO 1 OF 2, PARA 1 TO BE READ AS BELOW INSTEAD OF EXISTING

WE HAVE BEEN INFORMED THAT L&T-IHI CONSORTIUM, NUCLEAR AND SPECIAL BRIDGES BU, L&T CONSTRUCTION, C/O LARSEN & TOUBRO LIMITED, MOUNT POONAMALLEE ROAD, MANAPAKKAM, P.B.NO. 979, CHENNAI - 600089 (HEREINAFTER CALLED "THE APPLICANT") HAS BEEN ISSUED THE LETTER OF ACCEPTANCE VIDE LETTER NO. MMRDA/MTHL/PKG-1/LOA/11-17 DATED 17/11/2017 BY THE BENEFICIARY, FOR THE EXECUTION OF "PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE-1) CONSTRUCTION OF A 10.380 KM LONG VIADUCT SECTION (CH 0+000 - CH 10+380) ACROSS THE MUMBAI BAY INCLUDING SEWRI INTERCHANGES UNDER IDENTIFICATION NO. MMRDA/ENGI/000752" (HEREINAFTER CALLED "THE CONTRACT").

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER WILL FORM AN INTEGRAL PART OF GUARANTEE NUMBER 594GM07173410001 & 594GM08173410001 DATED 07-DEC-17 AND ATTACHED THERETO

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE;

1.OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED INR 2,639,992,340.00 & USD 7,842,743.00 INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND US DOLLAR SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED FORTY THREE ONLY

For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY



For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY

Yes Bank Ltd., Ground Floor, No.108, LANCOR Westminster Building R.K.Salai, Mylapore, Chennai - 600 004



SMS "Help" space <CUST ID> to +91 92233 90909



YES TOUCH PhoneBanking Number: 1800 2000 (Toll Free for Mobile & Landlines in India) +91 22 30993600 (When calling from Outside India) Toll Free number from USA | Canada: 1877 659 8044 UK: 808 178 5133 UAE: 800 3570 3089



Email us at yes touch@yesbank.in

Corporate & Registered Office: Nehru Centre, 9th floor, Discovery Centre, Dr. A. B. Road, Worli, Mumbai - 400025 (P124) 2560060 www.yesbank.in





2. THIS BANK GUARANTEE SHALL BE VALID UP TO 14-OCT-24 AND

3. WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OR ANY PART THEREOF UNDER THIS BANK GUARANTEE ONLY AND ONLY IF YOU SERVE UPON US A WRITTEN CLAIM OR DEMAND, ON OR BEFORE 14-OCT-24 AT:

YES BANK LIMITED
GROUND FLOOR, LANCOR WESTMINSTER,
108, DR. RADHA KRISHNAN SALAI,
MYLAPORE, CHENNAI

For YES Bank Limited

AUTHORIZED SIGNATORY

CC TO:
LARSEN AND TOUBRO

For YES Bank Limited

AUTHORIZED SIGNATORY



Yes Bank Ltd., Ground Floor, No.108, LANCOR Westminister Building R.K.Salai, Mylapore, Chennai - 600 004



SMS "Help" space <CUST ID>
to +91 92233 90909



YES TOUCH PhoneBanking Number:
1800 2000 (Toll Free for Mobile & Landlines in India) +91 22 30993600 (When calling from Outside India)
Toll Free number from USA / Canada: 1877 759 8044 UK: 808 178 5133 UAE: 8060 3570 3089



Email us at
yestouch@yesbank.in

CIN - L65190MH2003PLCN3249

Corporate & Registered Office: Netaji Subhas Road, Discovery of India, D.H.H.E. Building, Worli, Mumbai - 400 018, India. Fax: +91 (0)24 2560060 www.yesbank.in





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Government of National Capital Territory of Delhi

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सत्यमेव जयते

No.	: IN-DL65119582994300P
Issued Date	: 18-Dec-2017 01:22 PM
Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Doc. Reference	: SUBIN-DL96030333190911614727P
Issued by	: SUMITOMO MITSUI BANKING CORPORATION
Section of Document	: Article Others
Description	: Not Applicable
Stamping Price (Rs.)	: 0 (Zero)
Party	: SUMITOMO MITSUI BANKING CORPORATION
Party Paid By	: Not Applicable
Party Amount(Rs.)	: SUMITOMO MITSUI BANKING CORPORATION
	: 100 (One Hundred only)



.....Please write or type below this line.....

This forms an integral part of our guarantee amendment no.1 under reference no. MD1734500001 dated 20th December, 2017 for JPY 501,818,540/- (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

Vidya Upfal
Authorized Signatory



For SUMITOMO MITSUI BANKING CORPORATION

W Singh
Authorized Signatory

Page 1 of 3

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It is the onus of checking the legitimacy of the details of the certificate on the users of the certificate.
In case of any discrepancy please inform the Competent Authority.



Bank Guarantee No. : MD1734500001
 Amendment Date : 20.12.2017
 Amendment No. : 1

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05,
 R-06 AND R-12, 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051**

We hereby amend the guarantee ref. no. MD1734500001 dated 11th December, 2017 issued on behalf of **L&T-IHI Consortium** as under:

1. In Page 2 of 3, Para no.1 has to be read as

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has been issued the letter of acceptance vide letter no. **MMRDA/MTHL/PKG-1/LOA/11-17** dated 17/11/2017 by the beneficiary, for the execution of "Procurement of Mumbai Trans Harbour Link Project (Package-1) Construction of 10.380km long Bridge Section (CH 0+000-CH 10+380) across the Mumbai bay including SEWRI interchange under identification no. **MMRDA/ENG1/000752**" (hereinafter called "**the Contract**")"

Instead of

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has entered into contract no. **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "**the Contract**")"

All other terms and conditions remain unchanged.

This amendment is an integral part of the above-referred guarantee and should be read with the original Bank Guarantee No. MD1734500001 issued on 11th December, 2017.

Notwithstanding anything contained herein before:

(A)Our liability under this bank guarantee shall not exceed JPY 501,818,540/- (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only).

(B)This bank guarantee shall be valid upto 14th day of October, 2024.

For SUMITOMO MITSUI BANKING CORPORATION

Vilchra Upfal
 Authorised Signatory



For SUMITOMO MITSUI BANKING CORPORATION

W. Srinivas
 Authorised Signatory



Bank Guarantee No. : MD1734500001
 Amendment Date : 20.12.2017
 Amendment No. : 1

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001.

Vibha Uppal

Vibha Uppal
 Senior Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch



Hitesh Singla

Hitesh Singla
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sandeep Prasad

Signature of Witness:

Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sakshi Bhasin

Signature of Witness:

Sumitomo Mitsui Banking Corporation
 New Delhi Branch





SUMITOMO MITSUI BANKING CORPORATION

New Delhi Branch

13th Floor Hindustan Times House, 18 – 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA

Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@in.smbc.co.jp SWIFT: SMBCINDDXXX IFSC: SMBC0000001

Date: 20th December, 2017

To,

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO.R-05, R-06 AND R-12,
'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051**

Dear Sir,

Our Guarantee No. : MD1734500001

Favoring : Yourselves

At the request of SMBC Osaka, Japan on behalf of L&T-IHI Consortium, we have issued guarantee amendment no. 1 favoring yourselves for JPY 501,818,540/- (Japanese Yen Five Hundred and One Million Eight Hundred and Eighteen Thousand Five Hundred and Forty Only) valid till 14/10/2024 & claim period till 14/10/2024 and arranged for its delivery to you.

The Original amendment guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said amendment guarantee has been signed by the Authorized signatories of the Bank.

For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee alongwith subsequent amendment directly to us.

Please acknowledge receipt.

Thanking you,

Yours faithfully

Vibha Upfal *insight*

Authorized Signatory





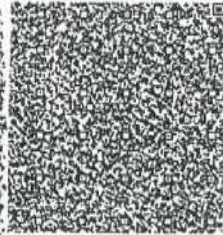
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e-Stamp

No.	: IN-DL65114628994635P
Issued Date	: 18-Dec-2017 01:18 PM
Reference	: IMPACC (IV) d1960303/ DELHI/ DL-DLH
Doc. Reference	: SUBIN-DL96030333181382358628P
Issued by	: SUMITOMO MITSUI BANKING CORPORATION
Section of Document	: Article Others
Description	: Not Applicable
Stamp Price (Rs.)	: 0 (Zero)
Issued by	: SUMITOMO MITSUI BANKING CORPORATION
Party	: Not Applicable
Stamp Paid By	: SUMITOMO MITSUI BANKING CORPORATION
Stamp Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

This forms an integral part of our guarantee amendment no.1 under reference no. MD1734500004 dated 20th December, 2017 for EUR 307,617.00(Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

For SUMITOMO MITSUI BANKING CORPORATION

Aj Adhi
Authorised Signatory

Wsingh
Authorised Signatory

Page 1 of 3

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The onus of checking the legitimacy is on the users of the certificate.
In case of any discrepancy please inform the Competent Authority.



Bank Guarantee No. : MD1734500004
 Amendment Date : 20.12.2017
 Amendment No. : 1

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05,
 R-06 AND R-12, 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051**

We hereby amend the guarantee ref. no. MD1734500004 dated 11th December, 2017 issued on behalf of **L&T-IHI Consortium** as under:

1. In Page 2 of 3, Para no.1 has to be read as

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has been issued the letter of acceptance vide letter no. **MMRDA/MTHL/PKG-1/LOA/11-17** dated 17/11/2017 by the beneficiary, for the execution of "Procurement of Mumbai Trans Harbour Link Project (Package-1) Construction of 10.380km long Bridge Section (CH 0+000-CH 10+380) across the Mumbai bay including SEWRI interchange under identification no. **MMRDA/ENG1/000752** (hereinafter called "**the Contract**")"

Instead of

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has entered into contract no. **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "**the Contract**")"

All other terms and conditions remain unchanged.

This amendment is an integral part of the above-referred guarantee and should be read with the original Bank Guarantee No. MD1734500004 issued on 11th December, 2017.

Notwithstanding anything contained herein before :

(A) Our liability under this bank guarantee shall not exceed **EUR 307,617.00(Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only)**

(B)This bank guarantee shall be valid upto the **14th day of October, 2024**

For SUMITOMO MITSUI BANKING CORPORATION

For SUMITOMO MITSUI BANKING CORPORATION

Page 2 of 3

aj ash
 Authorised Signatory



Wingll
 Authorised Signatory

Bank Guarantee No. : MD1734500004
 Amendment Date : 20.12.2017
 Amendment No. : 1

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001

Achala Joshi
 Achala Joshi
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch



Hitesh Singla
 Hitesh Singla
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sandeep Prasad
 Signature of Witness: *Sandeep Prasad*
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sakshi Bhasin
 Signature of Witness: *Sakshi Bhasin*
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch





SUMITOMO MITSUI BANKING CORPORATION

New Delhi Branch

13th Floor Hindustan Times House, 18 – 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA

Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@in.smbc.co.jp SWIFT: SMBCINDDXXX IFSC: SMBC0000001

Date: 20th December, 2017

To,

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO.R-05, R-06 AND R-12,
'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051**

Dear Sir,

Our Guarantee No. : MD1734500004

Favoring : Yourselves

At the request of SMBC Osaka, Japan on behalf of L&T-IHI Consortium, we have issued guarantee amendment no. 1 favoring yourselves for EUR 307,617.00(Euro Three Hundred and Seven Thousand Six Hundred and Seventeen Only) valid till 14/10/2024 & claim period till 14/10/2024 and arranged for its delivery to you.

The Original amendment guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said amendment guarantee has been signed by the Authorized signatories of the Bank.

For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee alongwith subsequent amendment directly to us.

Please acknowledge receipt.

Thanking you,

Yours faithfully

Authorized Signatory





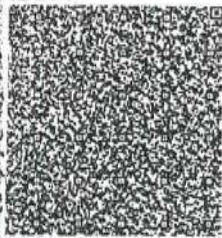
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No.	: IN-DL65117830845124P
Issued Date	: 18-Dec-2017 01:21 PM
Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Doc. Reference	: SUBIN-DL96030333187699720018P
Issued by	: SUMITOMO MITSUI BANKING CORPORATION
Section of Document	: Article Others
Description	: Not Applicable
Stamp Price (Rs.)	: 0 (Zero)
Issued by	: SUMITOMO MITSUI BANKING CORPORATION
Party	: Not Applicable
Stamp Paid By	: SUMITOMO MITSUI BANKING CORPORATION
Stamp Amount (Rs.)	: 100 (One Hundred only)



Please write or type below this line

This forms an integral part of our guarantee amendment no.1 under reference no. **MD1734500002** dated 20th December, 2017 for **INR 17,448,396.00 (Indian Rupees Seventeen Million Four Hundred and Forty-Eight Thousand Three Hundred and Ninety-Six Only)** issued in favour of **MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.**

For SUMITOMO MITSUI BANKING CORPORATION

Authorised Signatory

For SUMITOMO MITSUI BANKING CORPORATION

Authorised Signatory

Page 1 of 3

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Bank Guarantee No. : MD1734500002
 Amendment Date : 20.12.2017
 Amendment No. : 1

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05,
 R-06 AND R-12, 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051**

We hereby amend the guarantee ref. no. MD1734500002 dated 11th December, 2017 issued on behalf of **L&T-IHI Consortium** as under:

1. In Page 2 of 3, Para no.1 has to be read as

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has been issued the letter of acceptance vide letter no. **MMRDA/MTHL/PKG-1/LOA/11-17** dated 17/11/2017 by the beneficiary, for the execution of "Procurement of Mumbai Trans Harbour Link Project (Package-1) Construction of 10.380km long Bridge Section (CH 0+000-CH 10+380) across the Mumbai bay including SEWRI interchange under identification no. **MMRDA/ENG1/000752**" (hereinafter called "**the Contract**")"

Instead of

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has entered into contract no. **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "**the Contract**")"

All other terms and conditions remain unchanged.

This amendment is an integral part of the above-referred guarantee and should be read with the original Bank Guarantee No. MD1734500002 issued on 11th December, 2017.

Notwithstanding anything contained herein before:

(A) Our liability under this bank guarantee shall not exceed **INR 17,448,396.00 (Indian Rupees Seventeen Million Four Hundred and Forty-Eight Thousand Three Hundred and Ninety-Six Only)**.

(B) This bank guarantee shall be valid upto **14th day of October, 2024**.

For SUMITOMO MITSUI BANKING CORPORATION

Moshi
 Authorised Signatory



For SUMITOMO MITSUI BANKING CORPORATION

Wang
 Authorised Signatory



Bank Guarantee No. : MD1734500002
 Amendment Date : 20.12.2017
 Amendment No. : 1

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at **Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001**

Achala Joshi

Achala Joshi
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch



Hitesh Singla

Hitesh Singla
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sandeep Prasad

Signature of Witness:

Sandeep Prasad

Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sakshi Bhasin

Signature of Witness:

Sakshi Bhasin

Sumitomo Mitsui Banking Corporation
 New Delhi Branch





SUMITOMO MITSUI BANKING CORPORATION

New Delhi Branch

13th Floor Hindustan Times House, 18 – 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA

Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@in.smbc.co.jp SWIFT: SMBCINDDXXX IFSC: SMBC0000001

Date: 11th December, 2017

To,

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO.R-05, R-06 AND R-12,
'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051**

Dear Sir,

Our Guarantee No. : **MD1734500002**

Favoring : Yourself

At the request of SMBC Osaka, Japan on behalf of L&T-IHI Consortium, we have issued guarantee amendment no.1 favoring yourselves for **INR 17,448,396.00 (Indian Rupees Seventeen Million Four Hundred and Forty-Eight Thousand Three Hundred and Ninety-Six Only)** valid till **14/10/2024** & claim period till **14/10/2024** and arranged for its delivery to you.

The Original amendment guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said amendment guarantee has been signed by the Authorized signatories of the Bank.

For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee alongwith subsequent amendment directly to us.

Please acknowledge receipt.

Thanking you,

Yours faithfully

Ajashi Wagle

Authorized Signatory





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

No.	: IN-DL65118572901480P
Issued Date	: 18-Dec-2017 01:22 PM
Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Doc. Reference	: SUBIN-DL96030333189183137984P
Issued by	: SUMITOMO MITSUI BANKING CORPORATION
Section of Document	: Article Others
Description	: Not Applicable
Stamp Price (Rs.)	: 0 (Zero)
Party	: SUMITOMO MITSUI BANKING CORPORATION
Party Paid By	: Not Applicable
Stamp Amount (Rs.)	: SUMITOMO MITSUI BANKING CORPORATION : 100 (One Hundred only)



Please write or type below this line.

This forms an integral part of our guarantee amendment no.1 under reference no. MD1734500003 dated 20th December, 2017 for USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only) issued in favour of MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05, R-06 AND R-12, 'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI, MAHARASHTRA, INDIA, 400051.

For SUMITOMO MITSUI BANKING CORPORATION

Vikram Upfal
Authorized Signatory

For SUMITOMO MITSUI BANKING CORPORATION

W. Singh
Authorized Signatory

Page 1 of 3

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Bank Guarantee No. : MD1734500003
 Amendment Date : 20.12.2017
 Amendment No. : 1

**BENEFICIARY: MUMBAI METROPOLITAN REGION DEVELOPMENT
 AUTHORITY, 2ND FLOOR, NEW OFFICE BUILDING, PLOT NO.R-05,
 R-06 AND R-12, 'E' BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
 MUMBAI, MAHARASHTRA, INDIA, 400051**

We hereby amend the guarantee ref. no. MD1734500003 dated 11th December, 2017 issued on behalf of **L&T-IHI Consortium** as under:

1. In Page 2 of 3, Para no.1 has to be read as

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has been issued the letter of acceptance vide letter no. **MMRDA/MTHL/PKG-1/LOA/11-17** dated 17/11/2017 by the beneficiary, for the execution of "Procurement of Mumbai Trans Harbour Link Project (Package-1) Construction of 10.380km long Bridge Section (CH 0+000-CH 10+380) across the Mumbai bay including SEWRI interchange under identification no. **MMRDA/ENG1/000752** (hereinafter called "**the Contract**")"

Instead of

"We have been informed that **L&T-IHI Consortium**, Nuclear and Special Bridges BU, L&T Construction, C/o Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N 979, Chennai-600089, Tamil Nadu, India (hereinafter called "**the applicant**") has entered into contract no. **MMRDA/ENG1/000752** dated the 04th Day of January, 2017 with the beneficiary, for the execution of Package-1 of the Mumbai Trans Harbour Link Project (hereinafter called "**the Contract**")"

All other terms and conditions remain unchanged.

This amendment is an integral part of the above-referred guarantee and should be read with the original Bank Guarantee No. MD1734500003 issued on 11th December, 2017.

For SUMITOMO MITSUI BANKING CORPORATION

Vidula Upfal

Authorised Signatory



For SUMITOMO MITSUI BANKING CORPORATION

Wingit

Authorised Signatory



Bank Guarantee No. : MD1734500003
 Amendment Date : 20.12.2017
 Amendment No. : 1

Notwithstanding anything contained herein before:

(A) Our liability under this bank guarantee shall not exceed to USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only).

(B) This bank guarantee shall be valid upto 14th day of October, 2024.

(C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before claim date i.e. 14th day of October, 2024 at Sumitomo Mitsui Banking Corporation, 13th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001.

Vibha Uppal

Vibha Uppal
 Senior Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch



Hitesh Singla

Hitesh Singla
 Assistant Vice President
 Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sandeep Prasad

Signature of Witness:

Sandeep Prasad

Sumitomo Mitsui Banking Corporation
 New Delhi Branch

Name of Witness: Sakshi Bhasin

Signature of Witness:

Sakshi Bhasin

Sumitomo Mitsui Banking Corporation
 New Delhi Branch





SUMITOMO MITSUI BANKING CORPORATION

New Delhi Branch

13th Floor Hindustan Times House, 18 – 20 Kasturba Gandhi Marg, Connaught Place, New Delhi 110 001, INDIA

Tel: +91 11 4768 9111 Fax: +91 11 4768 9222 contact-us@in.smbc.co.jp SWIFT: SMBCINDXXX IFSC: SMBC0000001

Date: 20th December, 2017

To,

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING,
PLOT NO.R-05, R-06 AND R-12,
'E'BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E),
MUMBAI, MAHARASHTRA, INDIA, 400051**

Dear Sir,

Our Guarantee No. : **MD1734500003**

Favoring : Yourselves

At the request of SMBC Osaka, Japan on behalf of **L&T-IHI Consortium**, we have issued guarantee amendment no. 1 favoring yourselves for **USD 5,330,420.00 (U.S Dollars Five Million Three Hundred and Thirty Thousand Four Hundred and Twenty Only)** valid till **14/10/2024** & claim period till **14/10/2024** and arranged for its delivery to you.

The Original amendment guarantee is enclosed herewith.

Please revert immediately if you notice any anomaly.

We confirm that the said amendment guarantee has been signed by the Authorized signatories of the Bank.

For good order sake, if you wish to have an independent re-confirmation from us regarding the issuance and authenticity of this guarantee, please do not hesitate to contact us at the above address.

On fulfillment of the obligation/expiry, kindly return the original guarantee alongwith subsequent amendment directly to us.

Please acknowledge receipt.

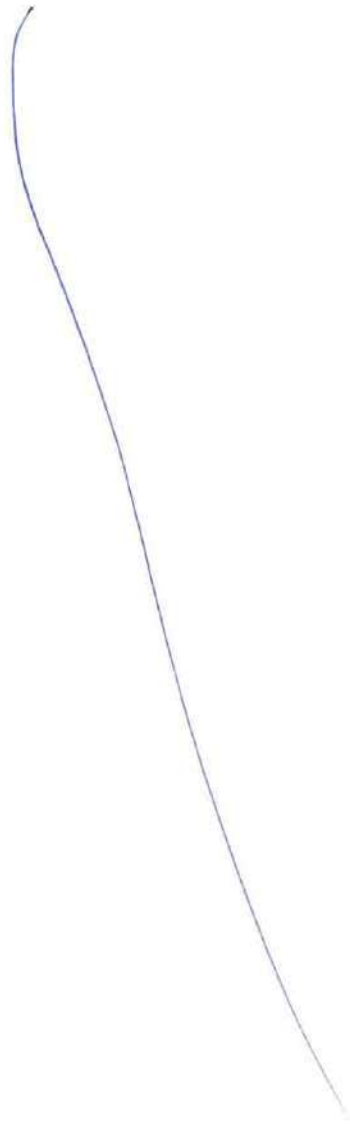
Thanking you,

Yours faithfully

Vidula Uppal - Wingle

Authorized Signatory







LETTER OF AMENDMENT

DATE : 03-JAN-18

Mumbai Metropolitan Region Development Authority
2nd Floor, New Office Building,
Plot No. R-05, R-06 & R-12, 'E' Block,
Bandra-Kurla Complex, Bandra (E), Mumbai
Maharashtra, INDIA 40005

BANK GUARANTEE NO : 594GM07173410001 & 594GM08173410001
DATED : 07-DEC-17
Guarantee amt. : INR 2,639,992,340.00 & USD 7,842,743.00
Amt. in words : INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE
HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND
DOLLAR SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN
HUNDRED FORTY THREE ONLY
AMENDMENT NO : 3
AMENDMENT DATE : 03-JAN-18

WE YES BANK LIMITED, AT THE REQUEST OF APPLICANT LARSEN AND TOUBRO
DO HEREBY AMEND OUR ABOVE MENTIONED BANK GUARANTEE AS FOLLOWS:
AMENDMENT CLAUSES ARE INCLUDE "LIMITED" WORD IN COVERING LETTER.
REVISED COVERING LETTER PRINTING AS PER CLIENT REQUEST

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER WILL FORM AN INTEGRAL PART OF GUARANTEE NUMBER 594GM07173410001 &
594GM08173410001 DATED 07-DEC-17 AND ATTACHED THERETO

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED INR 2,639,992,340.00 &
USD 7,842,743.00
(INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE HUNDRED NINETY TWO
THOUSAND THREE HUNDRED FORTY ONLY AND DOLLAR SEVEN MILLION EIGHT HUNDRED FORTY TWO
THOUSAND SEVEN HUNDRED FORTY THREE ONLY
 2. THIS BANK GUARANTEE SHALL BE VALID UP TO 14-OCT-24
- AND
3. WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OR ANY PART THEREOF UNDER
THIS BANK GUARANTEE ONLY AND ONLY IF YOU SERVE UPON US A WRITTEN CLAIM
OR DEMAND, ON OR BEFORE 14-OCT-24 AT:

YES BANK LIMITED
GROUND FLOOR, LANCOR WESTMINSTER,
108, DR. RADHA KRISHNAN SALAI,
MYLAPORE, CHENNAI

FOR YES BANK LIMITED

[Signature]
AUTHORIZED SIGNATORY
CC TO:
LARSEN AND TOUBRO



For YES BANK LTD.

[Signature]
Authorised Signatory

Yes Bank Ltd., Ground Floor, No.108, LANCOR Westminister Building R.K.Salai, Mylapore, Chennai - 600 004



SMS "Help" space <CUST ID>



YES TOUCH PhoneBanking Number
1800 2000 (Toll Free for Mobile & Landline in India) 51 22 30993608 (Toll free calling from outside India)
Toll Free number from USA / Canada: 1 877 444 4444 UK: 800 078 5171 UAE: 800 078 5171



Email us at
yes touch@yestbank.in



[A long, thin, blue handwritten line or signature mark.]



STAMPED RECEIPT
 ₹. 100
 TAMILNADU
 L&T IHI
 CHENNAI
 CONSOORTIUM

27 DEC 2017
 650
 TAMILNADU



BN 347456
 MEMORIAL
 SITE Vendor
 I.C. No. AR46163/21
 17, 18, 19th Cross Anna Salai,
 CHENNAI - 600 017
 TEL - 25525107 / 6381002092

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO LIMITED

For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY

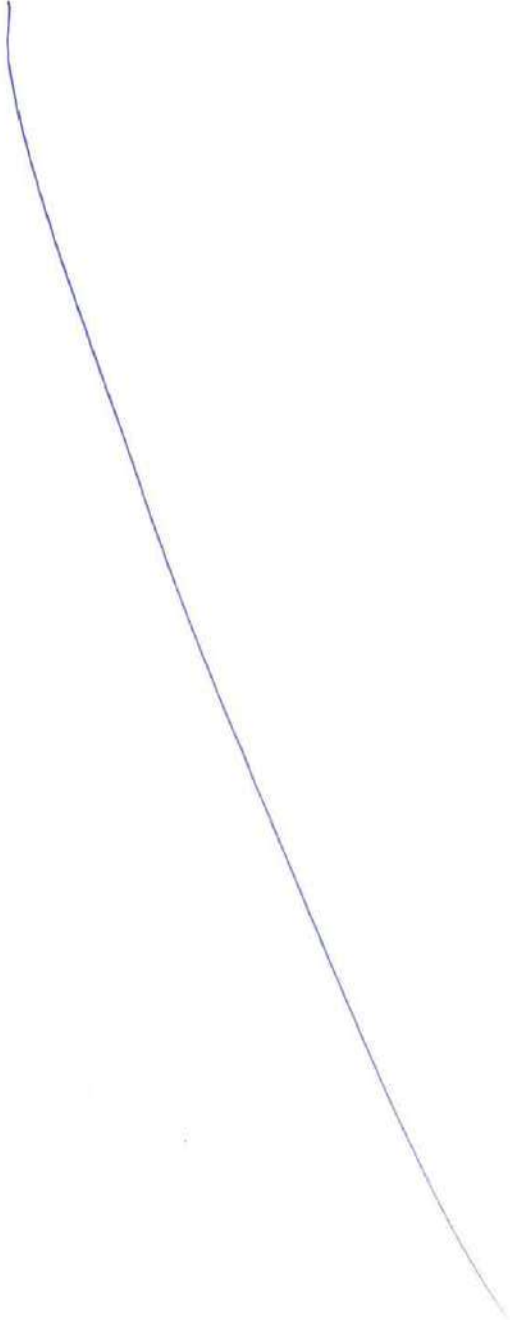
Date: 03-JAN-18
 Place: YES BANK LTD

For YES BANK LTD.

[Signature]

Authorised Signatory





भारतीय गैर न्यायिक
एक रुपी टिकट
₹. 100
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

तमिलनाडु TAMILNADU
651
27 DEC 2017



BN 347457
V HEMACHALAM
Stamp Vendor
LC No AG/4E193/B1
47, VATHIYAR KANDA PILLAI STREET
CHIDOLAI CHENNAI - 600 112
044 - 25323103 / 9391009097

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO LIMITED

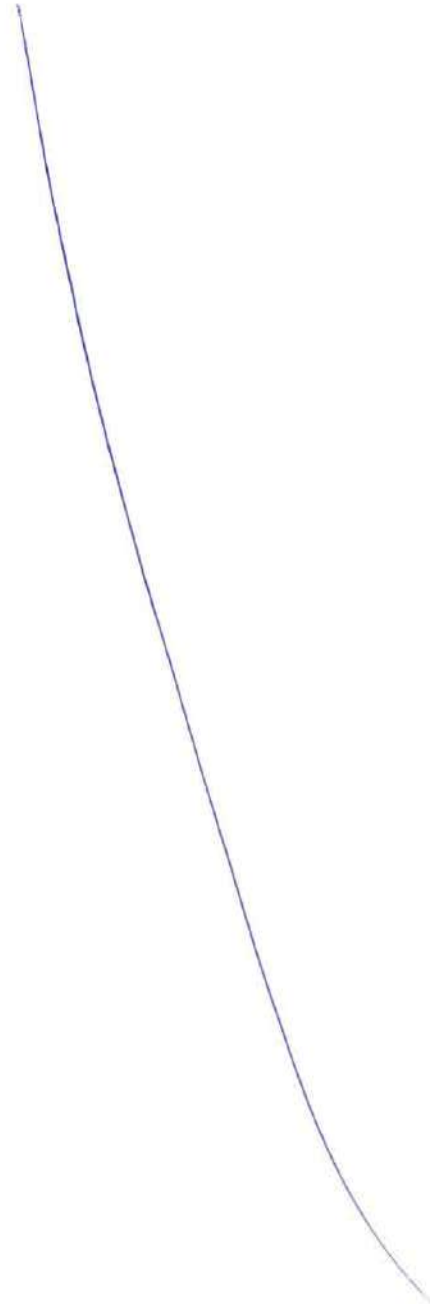
For YES Bank Limited
[Signature]

AUTHORIZED SIGNATORY

Date: 03-JAN-18
Place: YES BANK LTD

For YES BANK LTD.
[Signature]
Authorised Signatory





भारतीय नैऋत्य बैंक लि.

रकम लॉ साप्ले

RS. 100

RS. 100

INSTRUMENT NO. 100/100

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र तमिलनाडु TAMILNADU

652
27 DEC 2017



BN 347458

V. HEMACHALAM

Branch: V. V. Road
L.C. No. AB/4/163/81
17, VATHIYAR KANDU PILLAI STREET
CHODALAI, CHENNAI - 600 112.
044 - 25323103 / 9381008082

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 594GM07173410001 & 594GM08173410001 dated 07-DEC-17 issued by us in favor of the Mumbai Metropolitan Region Development Authority on behalf of LARSEN AND TOUBRO LIMITED

For YES Bank Limited

[Signature]

AUTHORIZED SIGNATORY

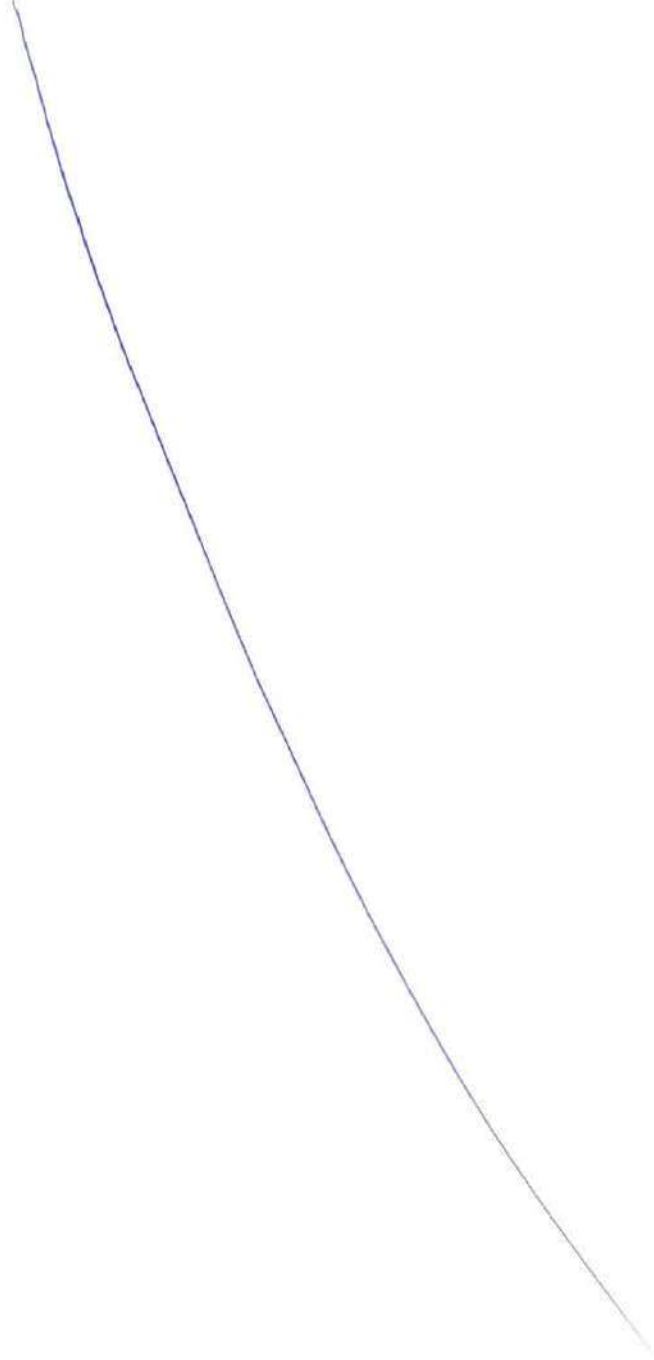
Date: 03-JAN-18
Place: YES BANK LTD

For YES BANK LTD.

[Signature]

Authorised Signatory





LETTER OF AMENDMENT

DATE : 03-JAN-18

Mumbai Metropolitan Region Development Authority
2nd Floor, New Office Building,
Plot No. R-05, R-06 & R-12, 'E' Block,
Bandra-Kurla Complex, Bandra (E), Mumbai
Maharashtra, INDIA 40005

BANK GUARANTEE NO : 594GM07173410001 & 594GM08173410001
DATED : 07-DEC-17
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HUNDRED NINETY TWO THOUSAND THREE HUNDRED FORTY ONLY AND
DOLLAR SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND SEVEN

HUNDRED FORTY THREE ONLY
AMENDMENT NO : 3
AMENDMENT DATE : 03-JAN-18

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DO HEREBY AMEND OUR ABOVE MENTIONED BANK GUARANTEE AS FOLLOWS:
AMENDMENT CLAUSES ARE
INCLUDE 'LIMITED' WORD IN COVERING LETTER.
REVISED COVERING LETTER PRINTING AS PER CLIENT REQUEST

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER WILL FORM AN INTEGRAL PART OF GUARANTEE NUMBER 594GM07173410001 &
594GM08173410001
DATED 07-DEC-17 AND ATTACHED THERETO

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED INR 2,639,992,340.00 &
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(INDIAN RUPEES TWO BILLION SIX HUNDRED THIRTY NINE MILLION NINE HUNDRED NINETY TWO
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AND
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OR DEMAND, ON OR BEFORE 14-OCT-24 AT:

YES BANK LIMITED
GROUND FLOOR, LANCOR WESTMINSTER,
108, DR. RADHA KRISHNAN SALAI,
MYLAPORE, CHENNAI

FOR YES BANK LIMITED


AUTHORIZED SIGNATORY

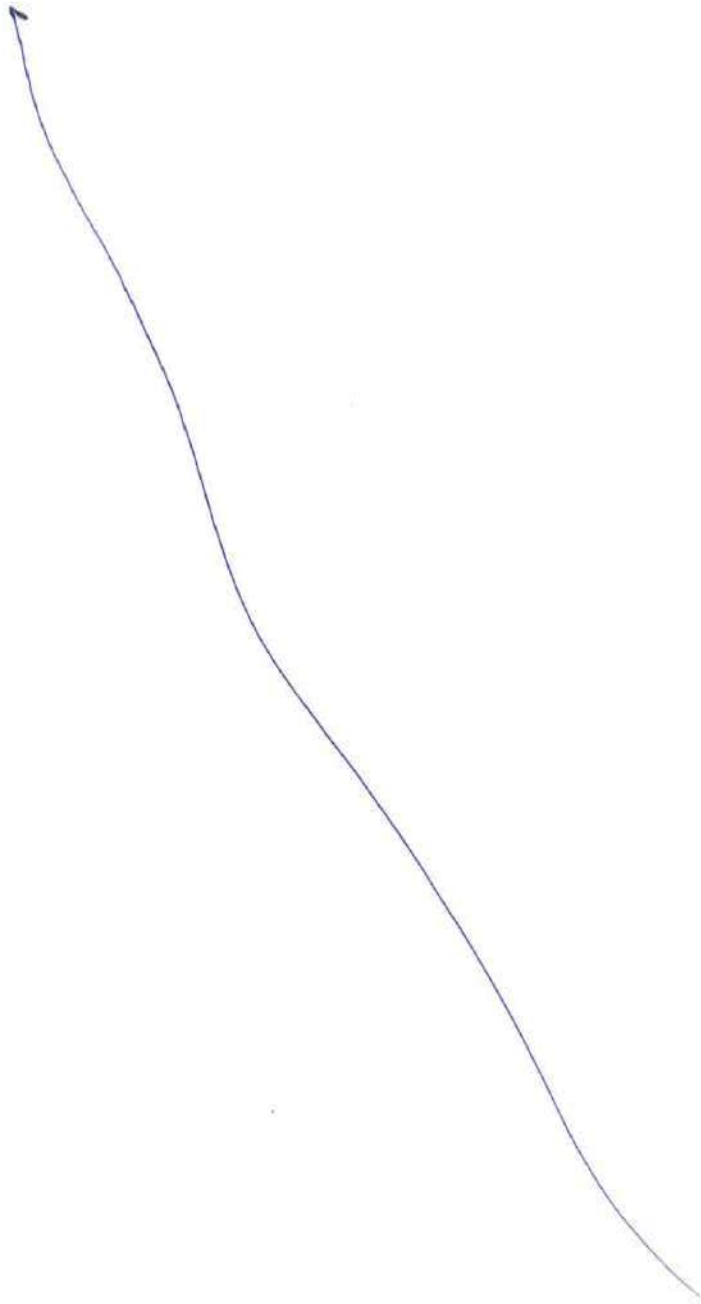
VARADHARAJAN, YR
Branch Service Partner - Corp
Emp. No: VYE4216016 Cust. ID: 3120635

For YES BANK LTD.


Authorized Signatory

SANDEEP K UNNI
Corporate B&DL - Chennai
Emp. No: SUE4324011 Cust. ID: 3120638







MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE-1)
IFB No: MMRDA/ENG1/000752



POWER OF ATTORNEY TO LEAD PARTNER OF CONSORTIUM



L&T – IHI Consortium



IHI

1730021

5 July 2017

POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM

Whereas Mumbai Metropolitan Region Development Authority, India (hereinafter referred to as MMRDA) has invited tender for the work of Mumbai Trans Harbour Link Project (Package-1) Construction of a 10.380 km long bridge section (CH 0+000- CH 10+380) across the Mumbai Bay and Sewri Interchange (hereinafter called "the Project") vide IFB No.: MMRDA/ENG1/000752 issued on 4th January, 2017.

Whereas, the members of the Consortium comprising of M/s Larsen & Toubro Limited, India and M/s IHI Infrastructure Systems Co., Ltd., Japan are interested in submission of tender for the Project.

Whereas, it is necessary for the member of the consortium to designate one of them as the lead member, with all necessary power and authority to do, for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's tender for the Project.

NOW THIS POWER OF ATTORNEY WITNESS THAT:

We, M/s IHI Infrastructure Systems Co., Ltd., hereby designate M/s Larsen & Toubro Limited being one of the members of the consortium as the lead member of the consortium, represented by its authorized representative Mr. Panambur Niranjana as the Power of Attorney holder on behalf of this consortium, all or any of the acts, deeds or things necessary or incidental to the consortium's bid for the contract, including submission bid, participating in conferences, responding to queries, submission of information/documents and generally to represent the consortium in all its dealings with MMRDA or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the MMRDA.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/consortium.



IHI Infrastructure Systems Co., Ltd.

3, OHAMANISHI-MACHI, SAKAI-KU, SAKAI-CITY, OSAKA, JAPAN



Dated this the 5th day of July, 2017

000022

For M/s IHI Infrastructure Systems
Co., Ltd.
(member)

For M/s Larsen & Toubro Limited
(Lead member)

A Ando
(Authorized Signatory of IHI
Infrastructure Systems Co., Ltd.)

P Niranjana
(Authorized Signatory of Larsen &
Toubro Limited)

Witness 1:

Witness 2:

Name: Akihiro KOYAMA

Address: #305, 4-32-2, Nishi-Ikebukuro
Toshima-ku, Tokyo, Japan

Name: MUDDASIR HUSAIN

Address: LFT CONSTRUCTION
MOUNT POONAMALEE ROAD
MANAPAKKAM, P.B. No. 979,
CHENNAI - 600 059





NOTARIAL CERTIFICATE

This is to certify that Hiromi NISHIMURA, an agent of Akiho ANDO, General Manager, Overseas Sales Department, Sales Headquarters of IHI Infrastructure Systems Co., Ltd., has stated in my very presence that said Akiho ANDO acknowledged himself to have signed to the attached documents.



JUL - 6. 2017

Hitoshi Ohi
HITOSHI OHI
NOTARY
TOKYO LEGAL AFFAIRS BUREAU
FED-30, 1-CHOME, YAESU
CHUO-KU, TOKYO, JAPAN



平成29年登簿第 507 号
認 証



1000024

嘱託人 株式会社 I H I インフラシステム 営業本部 海外営業部 部長
安藤聡穂の代理人西村洋美は、本職に対し、安藤聡穂が添付書面の署名に
つき、自らしたものであることを承認する旨陳述した。

よって、これを認証する。

平成29年 7 月 6 日、本公証人役場において
東京都中央区八重洲1丁目7番20号

東京法務局所属

公 証 人
Notary

小尾 仁



Hitoshi OBI

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成29年 7 月 6 日

東京法務局長

秋山仁美



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by Hitoshi OBI
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of Hitoshi OBI, NOTARY

Certified

- 5. at Tokyo
- 6. JUL - 6, 2017
- 7. by the Ministry of Foreign Affairs
- 8. 17-**No 052809**
- 9. Seal/stamp:
- 10. Signature



T. TANAKA

Toshie TANAKA

For the Minister for Foreign Affairs





MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE-1)
IFB No: MMRDA/ENG1/000752



**POWER OF ATTORNEY
FOR AUTHORIZED
REPRESENTATIVE OF
EACH PARTNER**



L&T – IHI Consortium



Larsen & Toubro Limited





தமிழ்நாடு தமில்நாடு TAMILNADU

5063

19 JUN 2017

Larsen & Toubro Limited
Chennai - 600 089

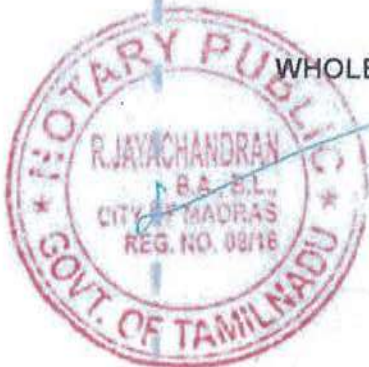
BL 875087
V. HEMACHALAM
Stamp Vendor
L.C. No. AG/46163/81
42, VATHYAR KANDA PILLAI STREET,
CHOCOLAI, CHENNAI - 600 112.
044 - 25323103 / 9381400082

KNOW ALL MEN by these presents that we, Larsen & Toubro Limited, a Company within the meaning of Section 2 (20) of the Companies Act, 2013, having its Registered Office at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400 001 and its Construction Division Headquarters at Mount Poonamallee Road, Manapakkam, Chennai - 600 089 (hereinafter called the 'Company') through Mr. D. K. SEN, its Whole Time Director & Sr. Executive Vice President (Infrastructure) (hereinafter referred to as the "Whole Time Director") SEND GREETINGS:

WHEREAS the Company undertakes execution of Civil, Structural, Mechanical and Electrical Contracts as also Design Services from Governments (Central as well as States), Local Authorities/Bodies, Public/Private Sector Companies, Firms and Individuals in India and abroad;

(D.K.SEN)

WHOLE TIME DIRECTOR & SR. EXECUTIVE VICE PRESIDENT
(INFRASTRUCTURE),
LARSEN & TOUBRO LIMITED



AND WHEREAS the Company intends to submit its offer/tender to Engineer-in-Chief / Chief Engineer Engineering Division, Mumbai Metropolitan Region Development Authority (MMRDA), having its office at 2nd Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai Maharashtra, INDIA 400051, hereinafter referred to as "Client" for the following works:-

"Package- 1 (Construction of a 10.380 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange) of the Mumbai Trans Harbour Link Project", vide IFB No: MMRDA/ENG1/000752", hereinafter referred to as the said "works";

AND WHEREAS it is not convenient for the Whole Time Director to be personally present to negotiate, sign and offer or deliver the said tender on behalf of the Company and to do certain acts, deeds and things in connection with the said tender;

AND WHEREAS the Whole Time Director has been vested with the necessary powers by the Company under the resolution of the meeting of the Board of Directors held on 25th May 2016, and in particular, the power "to sub-delegate, as may be necessary for the conduct of the business of the Company, any of the powers and authorities delegated to him by the Board of Directors of the Company".

NOW KNOW YE ALL by these presents the Whole Time Director of the Company under the powers vested in him under the aforesaid resolution of the Board of Directors of the Company, do hereby constitute, nominate and appoint **Mr.P.NIRANJANA**, Vice President & Head – Nuclear & Special Bridges BU, of the Company's Heavy Civil Infrastructure IC as attorney of the Company so long as he is in the employment of the Company to do the following acts, deeds and things in connection with the said works only, that is to say:-

1. To negotiate, sign and deliver or offer for execution of the said tender and any papers incidental thereto, including submission of revised price bids, if necessary;
2. To participate in the meeting with the Client and represent the Company in such meetings and to sign/execute any Contract/Agreement and Memorandum of Understanding, Minutes of Meetings for and on behalf of the Company, for the said offer / tenders;
3. And generally to do all such acts, deeds and things in the name and on behalf of the Company as **Mr.P.NIRANJANA** may consider expedient in connection with the said works.


(D.K.SEN)

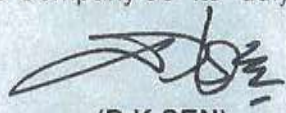
WHOLE TIME DIRECTOR & SR. EXECUTIVE VICE PRESIDENT
(INFRASTRUCTURE),
LARSEN & TOUBRO LIMITED



000027

And the Whole Time Director hereby ratifies and agrees to ratify and confirm all that the said **Mr.P.NIRANJANA** has done hitherto and shall do or cause to be done by virtue of these presents lawfully.

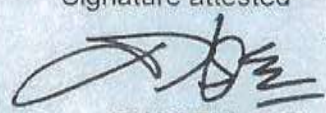
IN WITNESS WHEREOF Mr.D.K.SEN, the Whole-time Director & Senior Executive Vice-President (Infrastructure) of the Company has set and subscribed his name and signature for and on behalf of the Company as its duly constituted agent at Chennai on this 30th day of June 2017.



(D.K.SEN)

**WHOLE TIME DIRECTOR & SR. EXECUTIVE VICE PRESIDENT
(INFRASTRUCTURE),
LARSEN & TOUBRO LIMITED**


Specimen signature of
Mr.P.NIRANJANA

Signature attested

(D.K.SEN)

Signed in the presence of:-


R. JAYACHANDRAN
ADVOCATE & NOTARY
Saidapet Bar Association
Saidapet, Chennai - 600017



IHI Infrastructure Systems Co., Ltd



IHI000028
5 July 2017

TO WHOM IT MAY CONCERN:

POWER OF ATTORNEY

With respect to the Project entitled:

Mumbai Trans Harbour Link Project (Package-1) Construction of a 10.380 km long bridge section (CH 0+000- CH 10+380) across the Mumbai Bay and Sewri Interchange (hereinafter called "the Project")

We, IHI Infrastructure Systems Co., Ltd., a corporation duly organized and existing under the laws of Japan and having its registered office at 3, Ohamanishi-machi, Sakai-ku, Sakai-City, Osaka, Japan, constitute and appoint:

- (1) Name : Mr. Koichi TOKUDA
 Title : Director
 General Manager
 Sales Headquarters
 IHI Infrastructure Systems Co., Ltd.
 Nationality : Japanese (Passport No. TR2335029)
- (3) Name : Mr. Akiho ANDO
 Title : General Manager
 Overseas Sales Department
 Sales Headquarters
 IHI Infrastructure Systems Co., Ltd.
 Nationality : Japanese (Passport No. TH2464766)
- (3) Name : Mr. Yuji NOSE
 Title : Manager
 Sales Section No.1, Overseas Sales Department
 Sales Headquarters
 IHI Infrastructure Systems Co., Ltd.
 Nationality : Japanese (Passport No. TZ0657855)

As our true and lawful attorneys in fact to act severally for us in our name and on our behalf by investing each of them with the following powers:

1. To appoint authorized representatives of the Consortium,
2. To conduct all business required for or related to the bidding for the Project including signing tender documents,
3. To negotiate and sign the Contract for the Project and any and all supplementary agreements or amendments thereof,
4. To do any and all acts and matters necessary for or associated with the execution and operation

IHI Infrastructure Systems Co., Ltd.

3, OHAMANISHI-MACHI, SAKAI-KU, SAKAI-CITY, OSAKA, JAPAN



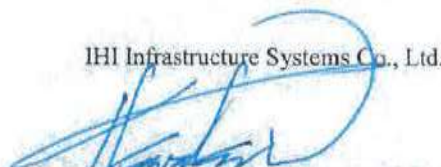
IHI

000029

- of the Project in the event of award of the Contract for the Project,
5. To negotiate and sign the Consortium Agreement for the Project and to do any and all acts and matters necessary for or related to the formation or operation of the Consortium for the Project,
 6. To appoint his substitutes to act on his behalf with the above-mentioned powers.


IN WITNESS THEREOF, we have caused this power of attorney to be duly executed in Tokyo, Japan on the day and year first above written by virtue of the powers bestowed on the President of this company.

IHI Infrastructure Systems Co., Ltd.




Takeshi KAWAKAMI
President

Specimen signature of
Koichi TOKUDA




Director, General Manager
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.

Specimen signature of
Akiho ANDO



General Manager
Overseas Sales Department
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.

Specimen signature of
Yuji Nose



Manager
Sales Section No.1, Overseas Sales Department
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.

IHI Infrastructure Systems Co., Ltd.

3, OHAMANISHI-MACHI, SAKAI-KU, SAKAI-CITY, OSAKA, JAPAN



00029A

NOTARIAL CERTIFICATE

This is to certify that Ryo OGINO, an agent of Takeshi KAWAKAMI, President of IHI Infrastructure Systems Co., Ltd., has stated in my very presence that said Takeshi KAWAKAMI acknowledged himself to have signed to the attached documents.



JUL - 7, 2017

Kazuhito Teshida
KAZUHIITO TESHIDA
NOTARY



TOKYO LEGAL AFFAIRS BUREAU
NO 7-20, 1-CHOME, YAESU
CHUO-KU, TOKYO, JAPAN



平成29年登簿第 674 号
認 証

1.000030

嘱託人 株式会社 I H I インフラシステム 代表取締役社長 川上剛司の
代理人 荻野 良は、本職に対し、川上剛司が添付書面の署名につき、自らし
たものであることを承認する旨陳述した。

よって、これを認証する。

平成29年 7 月 7 日、本公証人役場において
東京都中央区八重洲1丁目7番20号

東京法務局所属

公 証 人
Notary

石田一宏

Kazuhiro ISHIDA

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成29年 7 月 7 日

東京法務局長

秋山仁美

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by Kazuhiro ISHIDA
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of Kazuhiro ISHIDA, NOTARY

Certified

- 5. at Tokyo
- 6. JUL. - 7, 2017
- 7. by the Ministry of Foreign Affairs
- 8. 17-NO 052517
- 9. Seal/stamp:
- 10. Signature

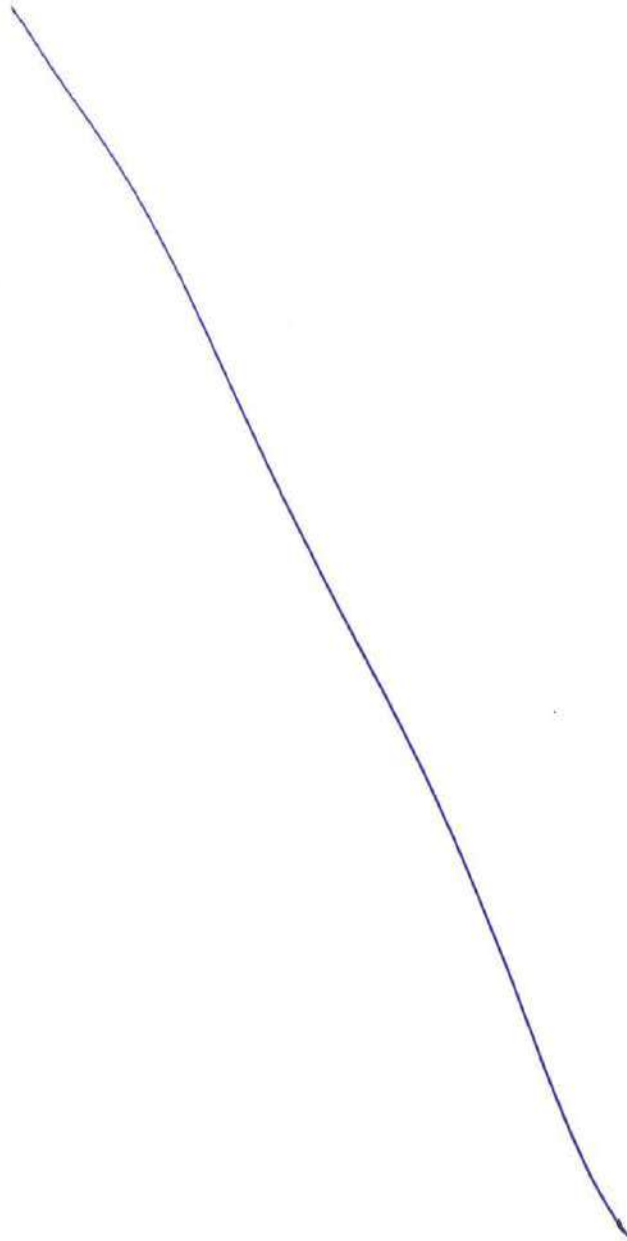


T. TANAKA

Toshie TANAKA

For the Minister for Foreign Affairs







MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE-1)
IFB No: MMRDA/ENG1/000752



**ATTACHMENT 1
LETTER OF INTENT TO
FORM CONSORTIUM**



L&T - IHI Consortium





L&T-IHI CONSORTIUM

Letter of Intent to form Consortium (Reference Clause ITB 4.1)

Date: 14.07.2017

Engineer-in-Chief / Chief Engineer,
Mumbai Metropolitan Region Development Authority

Subject: Bidding for Package- 1 (Construction of a 10.380 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange) of the Mumbai Trans Harbour Link Project

Dear Sir,

This is to inform you that:

1. We, the following entities
 - a) M/s Larsen & Toubro Limited, L&T House, N.M.Marg, Ballard Estate, Mumbai 400 001. India.
 - b) M/s IHI Infrastructure Systems Co., Ltd, 3-banchi, Ohamanishimachi, Sakai-ku, Sakai-shi, Osaka 590-0977 Japan

hereby express our intention to form a Consortium under the name of L&T-IHI Consortium, to participate in the Bidding process of the subject work.

2. We nominate M/s Larsen & Toubro Limited as Lead Partner of our Consortium/ Association.
3. In accordance with Clause ITB 4.1 of Section I, we shall be jointly and severally liable to MMRDA for the execution of the Contract in accordance with the Contract Terms.
4. In accordance with Clause ITB 4.1 of Section I, we nominate the following person as our authorized signatory who shall have the authority to conduct the business for and on behalf of our Consortium/ Association during the bidding process and,

Address: L&T-IHI Consortium, Nuclear and Special Bridges BU,
L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamalee Road,
Manapakkam, P.B.N. 979, Chennai - 600089 Tamil Nadu, India
PH: +91-44-3319 2905, Fax: +91-44-3319 2950





000033

IHI

L&T-IHI CONSORTIUM

in the event of Consortium/Association is awarded the Contract, during Contract execution.

Name : **P Niranjana**
 Designation : Vice President and Head,
 Nuclear and Special Bridges BU
 Larsen & Toubro Limited

Address : Nuclear and Special Bridges BU, L&T Construction,
 C/O Larsen & Toubro Limited, Mount Poonamalee Road,
 Manapakkam, P.B.N. 979, Chennai – 600089

Tel no : +91-44-3319 2905
 Fax : +91-44-3319 2950
 E Mail ID : pn@Lntecc.com

5. In case we are awarded the Contract, we shall be entering in to a detailed Consortium / Association Agreement before the signing of the Agreement.

Authorized Signatory
 (Lead Partner)
 M/s Larsen & Toubro Limited

Authorized Signatory
 (Partner)
 M/s IHI Infrastructure Systems Co., Ltd

P Niranjana
 Vice President and Head
 Nuclear and Special Bridges BU

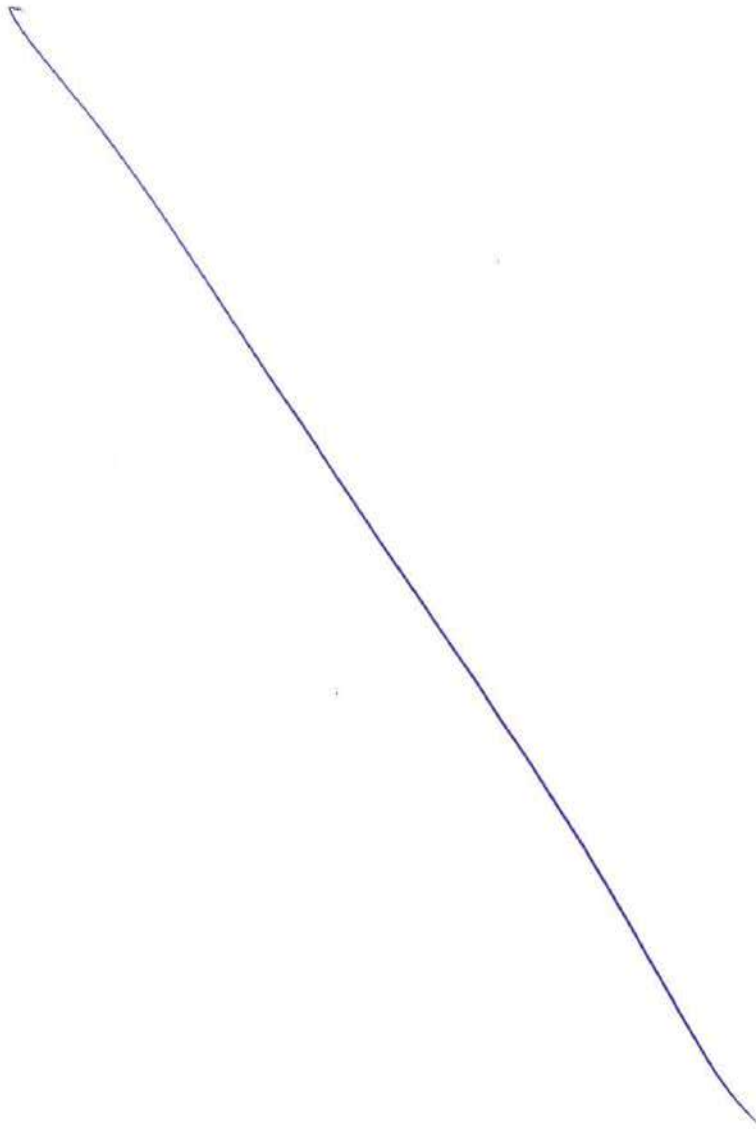
Akiho ANDO
 General Manager
 Overseas Sales Department

TRUE COPY
 M.R. AKBAR HUSSAIN, B.A.,B.L.
 ADDRESS & NOTARY PUBLIC
 GOVT. OF INDIA



Address: L&T-IHI Consortium, Nuclear and Special Bridges BU,
 L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamalee Road,
 Manapakkam, P.B.N. 979, Chennai – 600089 TamilNadu, India
 PH: +91-44-3319 2905, Fax: +91-44-3319 2950





**COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
LARSEN & TOUBRO LIMITED AT ITS MEETING HELD ON SEPTEMBER 21,
2015 CERTIFIED UNDER SECTION 21 OF THE COMPANIES ACT, 2013.**

APPOINTMENT OF MR. D. K. SEN AS WHOLE-TIME DIRECTOR

“RESOLVED THAT Mr. D. K. Sen (DIN 03554707) be and is hereby appointed as an Additional Director of the Company with effect from October 1, 2015;

RESOLVED FURTHER THAT, subject to the approval of the Company in General Meeting, Mr. D. K. Sen be and is hereby appointed as a Whole-time Director of the Company for a period of five (5) years from October 1, 2015 till September 30, 2020 on the terms and conditions including remuneration, as per details given below, to be set out in the Agreement proposed to be entered into by the Company with Mr. D. K. Sen:

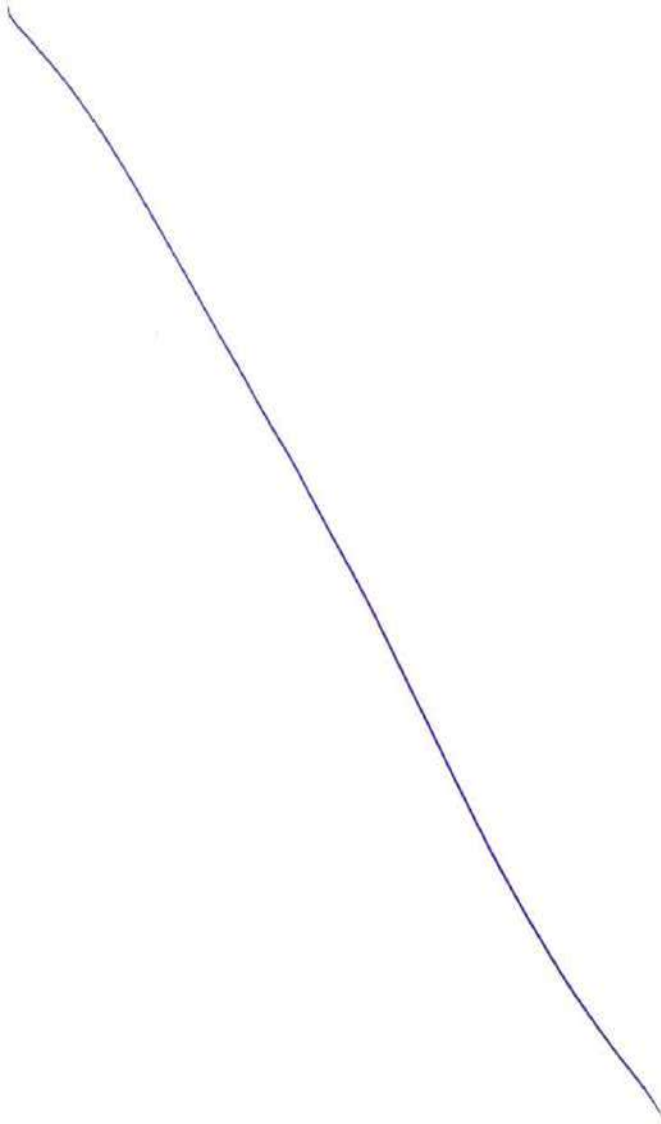
RESOLVED FURTHER THAT any two Directors of the Company be and are hereby authorized to execute the above-mentioned Agreement with Mr. D. K. Sen and the Common Seal of the Company be affixed to the engrossment of the above-mentioned Agreement in duplicate in the presence of any two Directors of the Company, who do sign the same.”

For **LARSEN & TOUBRO LIMITED**


N. HARIHARAN
COMPANY SECRETARY
(ACS 3471) 

Date : December 21, 2017







COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LARSEN & TOUBRO LIMITED AT ITS MEETING HELD ON MAY 25, 2016 CERTIFIED UNDER SECTION 21 OF THE COMPANIES ACT, 2013.

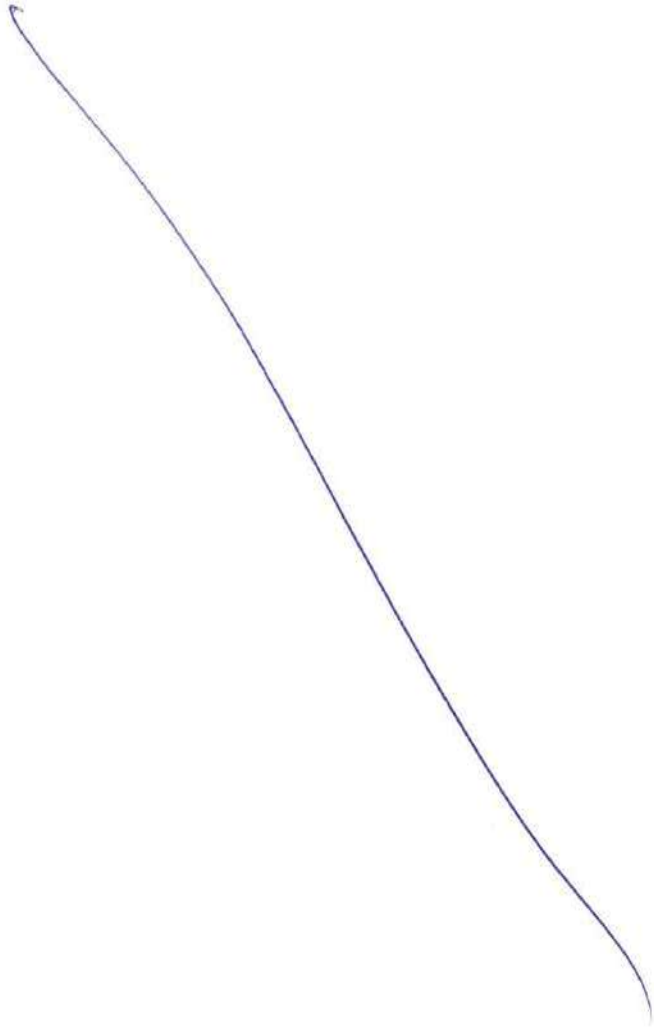
AMENDMENT TO GENERAL POWERS OF WHOLE-TIME DIRECTORS AND SENIOR EXECUTIVES:

"RESOLVED THAT the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President, the Whole-time Directors, Chief Financial Officer of the Company, Senior Vice President & Business Head, Machinery & Industrial Products Independent Company and Senior Vice President - Electrical & Automation Independent Company presently Mr. S. C. Bhargava, subject to the supervision and control of the Board of Directors, shall severally carry out and perform such duties as may be entrusted to them by the Board of Directors for managing the business and affairs of the Company and for that purpose the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President the Whole-time Directors, Senior Vice President & Business Head, Machinery & Industrial Products Independent Company and Senior Vice President - Electrical & Automation Independent Company presently Mr. S. C. Bhargava for Electrical & Automation Independent Company are hereby vested with the following powers, viz.

- (a) To appoint and engage staff, permanent or in special service of the Company, from and above the level / cadre of Joint General Manager within the overall manpower budget and personnel policies approved by the Corporate Management and to determine the terms and conditions, powers and duties of and to transfer, suspend, terminate and/or initiate disciplinary action against any such staff as the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President the Whole-time Directors and the said Senior Executives in their discretion shall think fit;
- b) To acquire by purchase, lease, etc. sell, dispose of, provide, maintain and deal in, on such terms and conditions as may be deemed necessary, whatever lands, buildings, machineries, engines, plants, apparatus, stores, stock-in-trade and other products, substance and materials of every nature and kind required for the purpose of business of the Company subject to limits fixed by the Corporate Management and within the approved Capital Expenditure Budget;

[Handwritten signature]

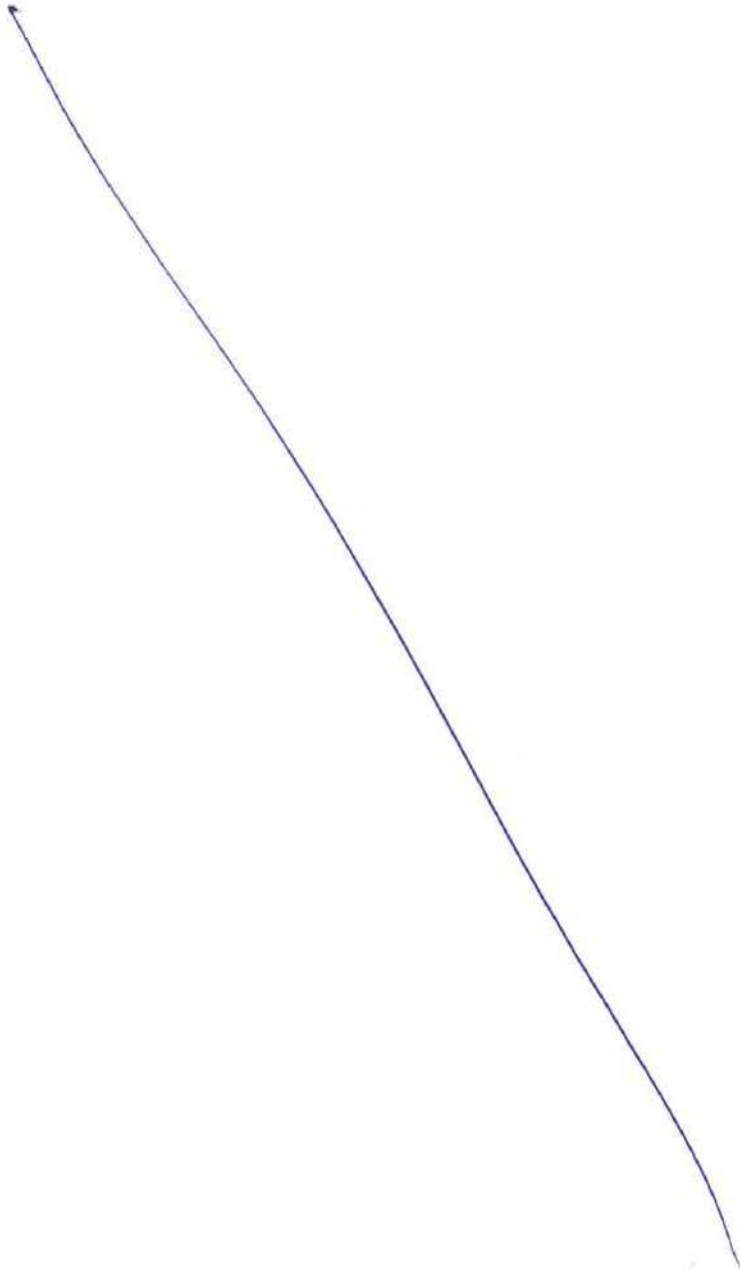




.. 2 ..

- c) To erect, construct, enlarge, improve, alter, maintain, rebuild or reconstruct any buildings, factories, offices, workshops or other structures necessary or convenient for the purpose of the business of the Company, subject to limits fixed by the Corporate Management and within the approved Capital Expenditure Budget;
- d) To enter into all negotiations, sign necessary documents and contracts and to rescind and vary all such documents and contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company in connection with the normal business operations of the Company;
- e) To give any undertaking(s) required by any customers, government/ non-government organizations or in terms of the requirement of any bid/tender documents or in connection with execution of any project(s) or generally as may be deemed necessary in connection with the business of the Company;
- f) To sign and execute agreements of any description for sale, sale deed, conveyance and other requisite deeds and documents and to authenticate documents, maps, plans etc. as may be necessary and to apply for and obtain all consents, concessions, licences and approvals of any nature from any person or statutory authority or Courts, in connection with the sale and/or transfer of the Company's properties/ premises and to make applications, petitions, affidavits and enter into such agreements and give such undertaking as the said person or statutory authority or Courts may require; to represent the Company, appear and attend before any Registrar or Sub-Registrar of Assurances to have the agreement, sale deed, conveyance or any other deed or document duly registered in favour of the Purchaser/s and for this purpose to sign and admit execution of the same; to appear before various authorities whether State or Central and whether Municipal, Revenue or Judicial or such other local authorities, as the case may be, and to make such applications, undertakings, affidavits, as may be necessary in connection with the said purposes; to receive the sale consideration and/or account for the same in such manner as is considered fit and proper and to give receipts and valid discharge thereof and to appoint Advocates, Valuers and or other consultants as may be necessary for the aforesaid purposes;

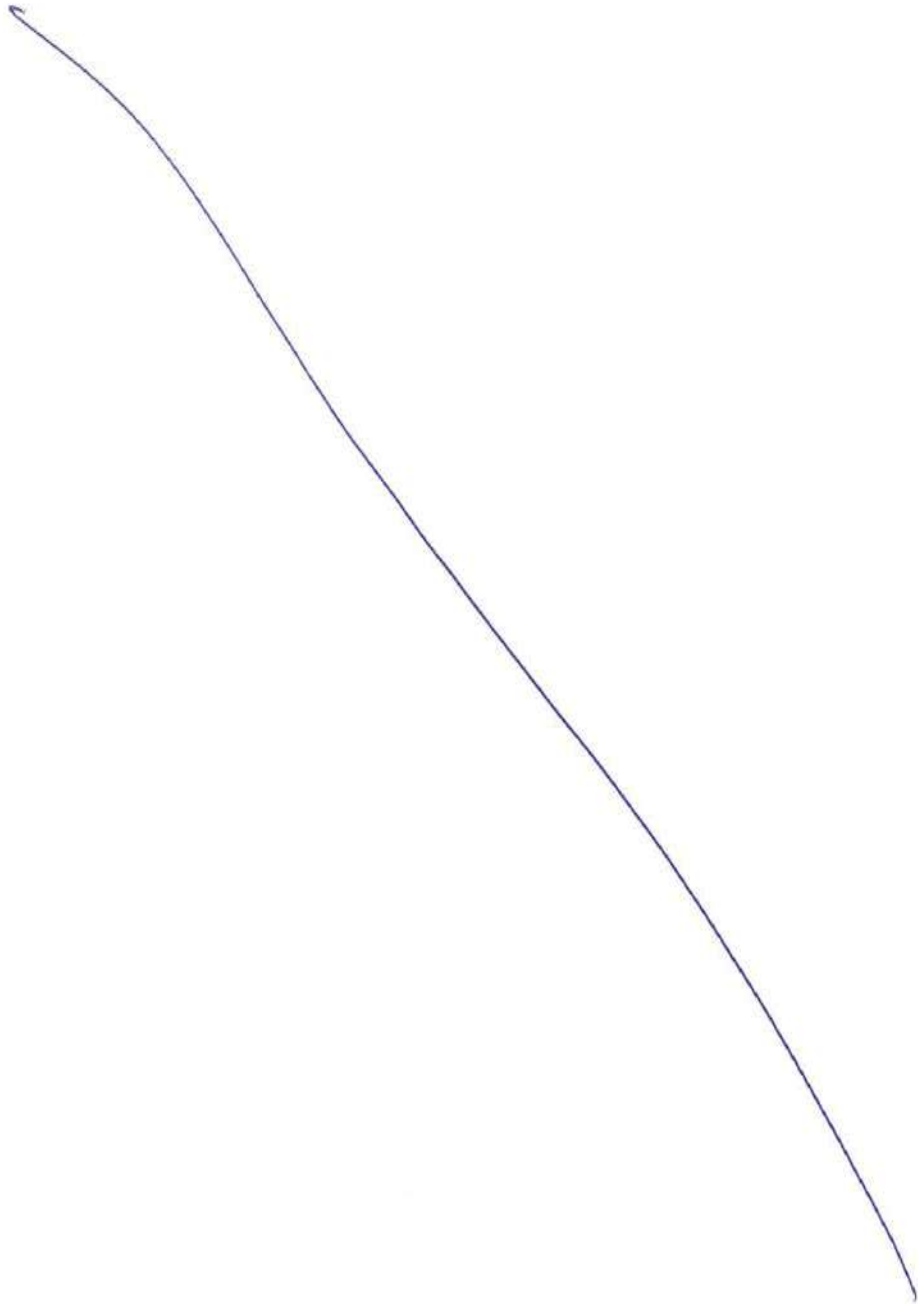




.. 3 ..

- g) To set up Special Economic Zone units by the Company in various SEZs being developed under the Special Economic Zones Act, 2005 and allied rules and regulations and any other applicable Act/rules/regulations, including State Acts/rules prescribed by the concerned State Governments or exclude/remove such units and to sign and execute all applications, project reports, papers and documents to concerned authorities for setting up or exclusion/removal of unit, including the Joint Director General of Foreign Trade, Special Economic Zone and other relevant authorities and to do all such acts and deeds, effecting any modifications directed by the said authorities, in the applications, projections, papers and documents of the Company, and appointing such external representatives for this purpose;
- h) To sign Shareholders'/ Joint Venture Agreements with any other parties for acquisition or sale/separation of business/companies and sign all papers, applications and correspondence relating to the said Agreements, including the Annexures to the joint venture agreements, Technology License Agreement, Marketing & Sales Agreement, Lease Agreement, Facilities & Services Agreement and any other ancillary documents, subject, however, to specific approval of the Board for actual investment in case of acquisition and for sale/separation of business;
- i) To institute, conduct, defend, compromise, refer to arbitration and abandon any legal or other proceedings, claims and disputes by or against the Company;
- j) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the properties of the Company for the time being or in such other manner as they may think fit;
- k) To receive and give effectual receipts and discharges for and on behalf of the Company for moneys, funds, goods, or property, lent to or payable or belonging to the Company;
- l) To comply with the requirements of any local law which in their opinion, it shall be in the interest of the Company, be necessary or expedient to comply with;
- m) To represent the Company either severally or otherwise before Central and State Governments and all other Authorities whether Municipal, Revenue or Judicial or such other local authorities or any Bodies Corporate, as the case may be;





.. 4 ..

- n) To enter into arrangements with any Government or Authority Supreme, Municipal, local or otherwise and to obtain from such Government or Authority rights, concessions, allowances, leases and privileges; and
- o) To open, establish, manage and close branch office(s), representative/liaisoning office(s), and project office(s)/ company(ies) by whatever name called, in various countries from time to time, subject to approval of the Reserve Bank of India or any other permissions, consents or approvals, as may be required including approvals as may be required under local laws of the respective countries; to appoint, designate and remove Branch Manager(s), Company Representative(s), Project/Company Manager(s), by whatever name called; to sign and execute the certificate of appointment and other necessary papers and documents in connection with opening, establishment, management and closure of such office(s)/Company (ies), by whatever name called, as may be required by the laws of the respective countries;

RESOLVED FURTHER THAT the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President, the Whole-time Directors, Chief Financial Officer, Senior Vice President & Business Head, Machinery & Industrial Products Independent Company and Senior Vice President - Electrical & Automation Independent Company presently Mr. S. C. Bhargava be and are hereby authorised severally to sub-delegate the powers delegated to them by the Board of Directors of the Company, more particularly, powers described in clauses (a) to (o) as they deem fit for smooth running of business to any person not below the grade of "Joint General Manager".

RESOLVED FURTHER THAT implementation/ execution of decisions taken pursuant to powers described in clauses (a) to (o) including signing, submission, execution of tenders, bids, expressions of interest, contracts, agreements, letters, leave and license agreements, agreements to lease, lease deeds, representation and/or registration of documents before government / statutory authorities etc., can be delegated to any person not below the position/grade of "Manager" or the like.

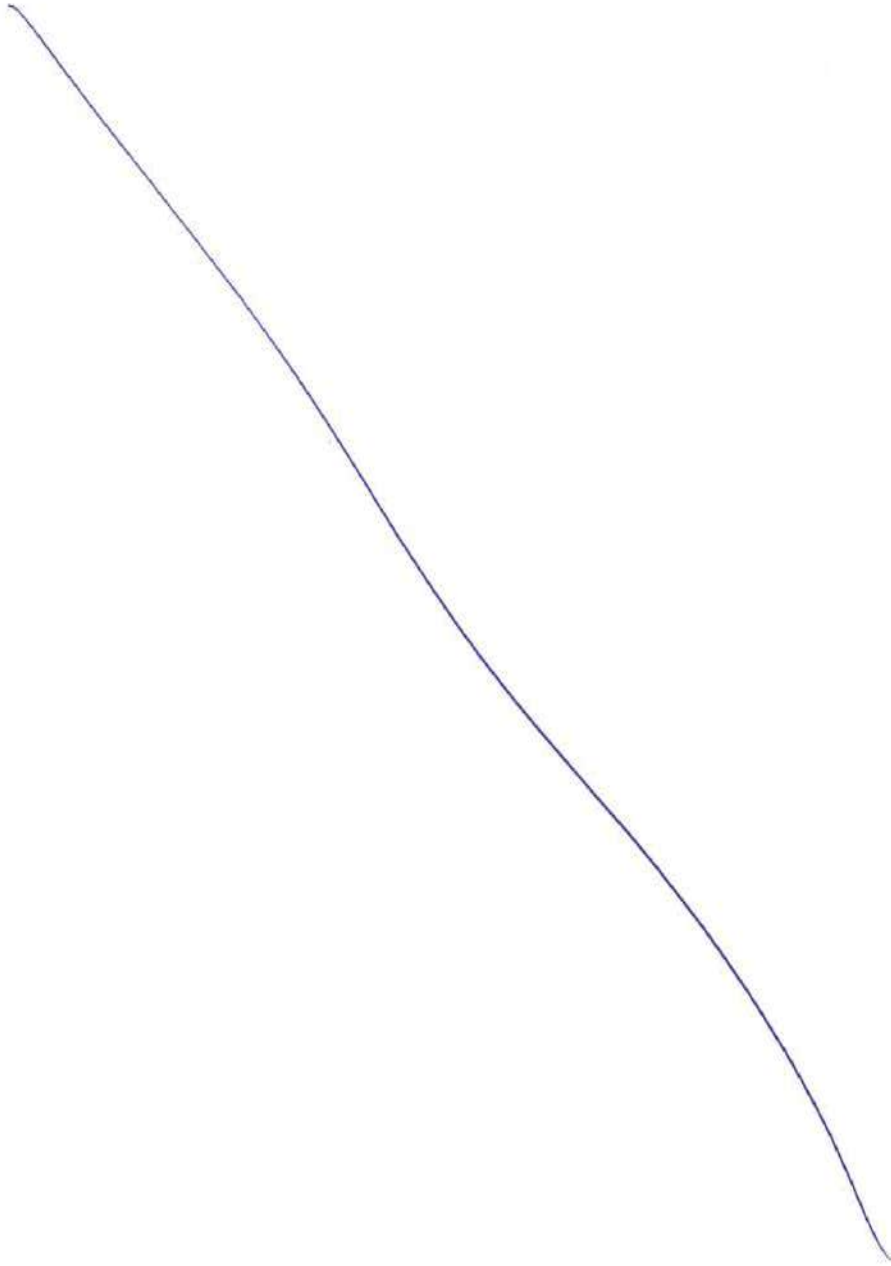


For **LARSEN & TOUBRO LIMITED**

N. HARIHARAN
COMPANY SECRETARY
(ACS 3471)

December 21, 2017





20 December, 2017

DECLARATION

I, Masahiro Yanagihara, Board Director of IHI Infrastructure Systems Co., Ltd., Osaka, Japan, do hereby solemnly and sincerely declare:

1. That the attached document

"Board of Directors Resolution"

is a true copy from the original text.

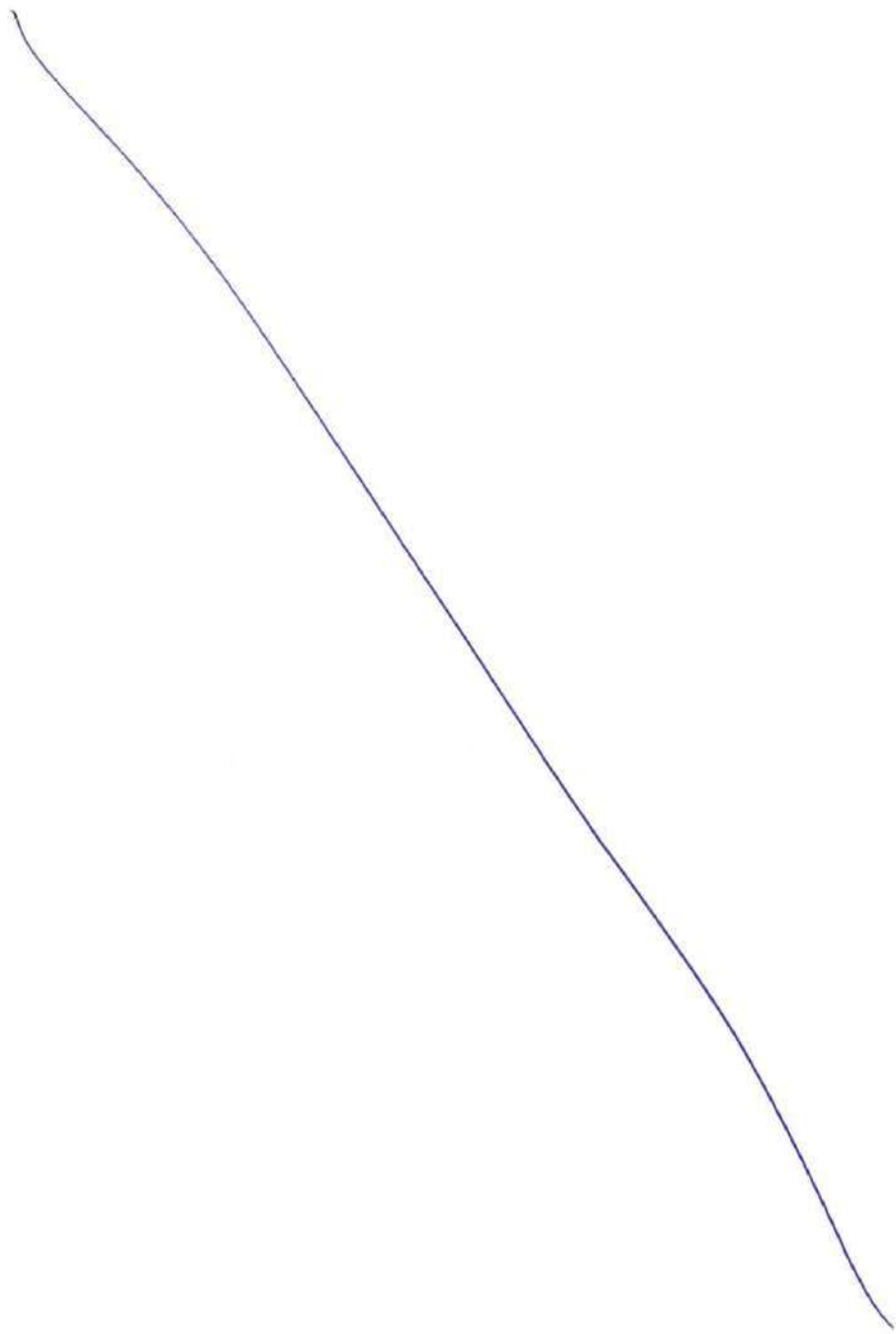
And I make this solemn declaration conscientiously believing the same to be true and correct.

IHI Infrastructure Systems Co., Ltd.



Masahiro Yanagihara
Board Director





NOTARIAL CERTIFICATE

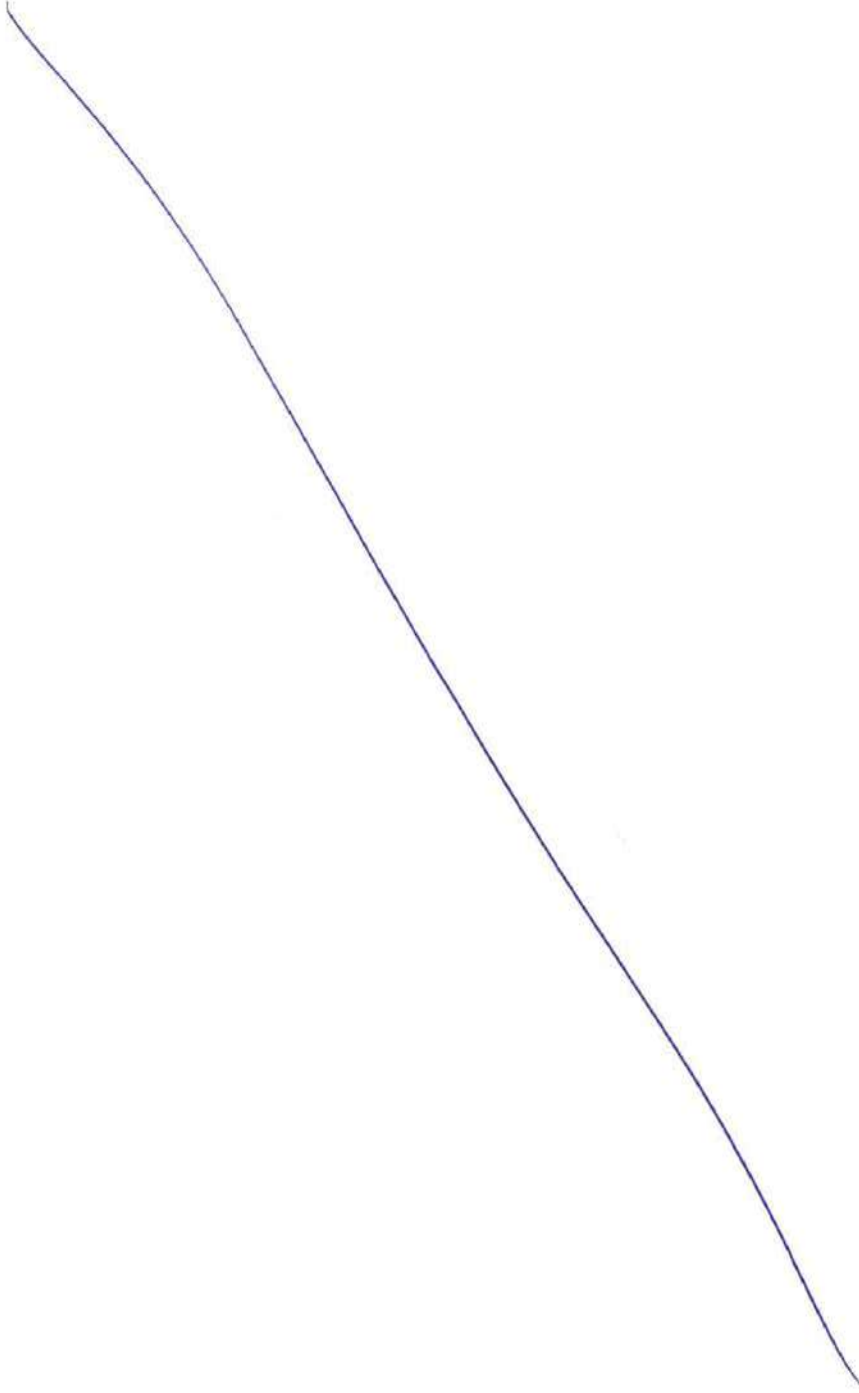
This is to certify that Akemi Tsuji, an attorney of Masahiro Yanagihara, Director of IHI Infrastructure Systems Co., Ltd., has stated in my presence that said Masahiro Yanagihara has acknowledged himself to have signed the attached document.



Kayukho Orhida

KAYUKHO ORHIDA
NOTARY
TAMIL NADU
CHENNAI







嘱託人 株式会社 IHI インフラシステム 取締役 柳原正浩の代理人辻
朱美は、本職に対し、柳原正浩が添付書面の署名につき、自らしたものである
ことを承認する旨陳述した。

よって、これを認証する
平成29年 12 月 21 日、本公証人役場において
東京都中央区八重洲1丁目7番20号
東京法務局所属

公 証 人
Notary

石田一宏

Kazuhiro ISHIDA



証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する

平成29年 12 月 21 日

東京法務局長

秋山仁美

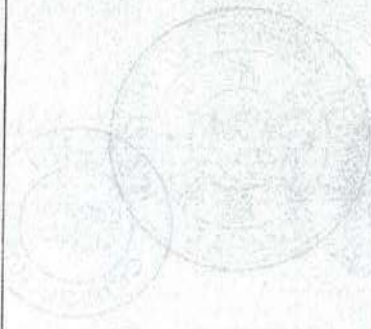
APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by Kazuhiro ISHIDA
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of Kazuhiro ISHIDA, NOTARY

Certified

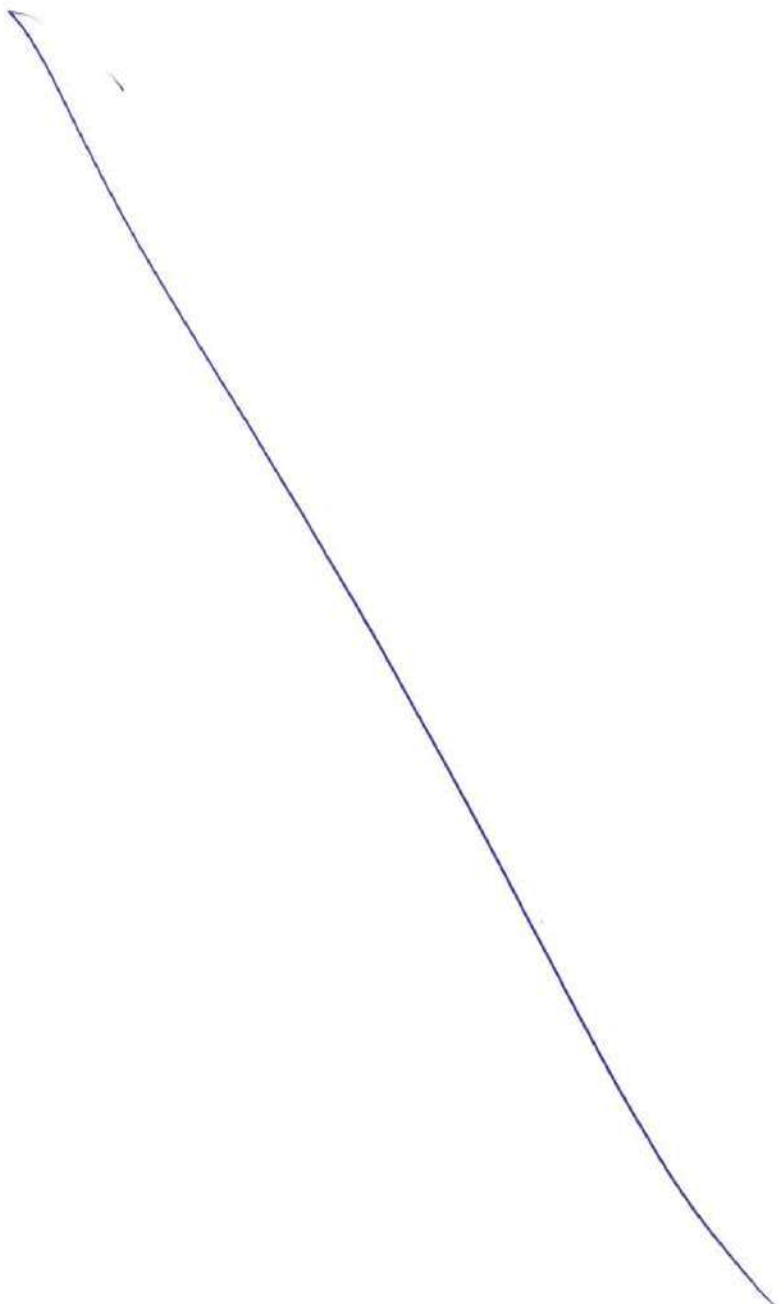
- 5. at Tokyo
- 6. DEC. 21, 2017
- 7. by the Ministry of Foreign Affairs
- 8. 17-Nº 052755
- 9. Seal/stamp:
- 10. Signature



T TANAKA

For the Minister of Foreign Affairs



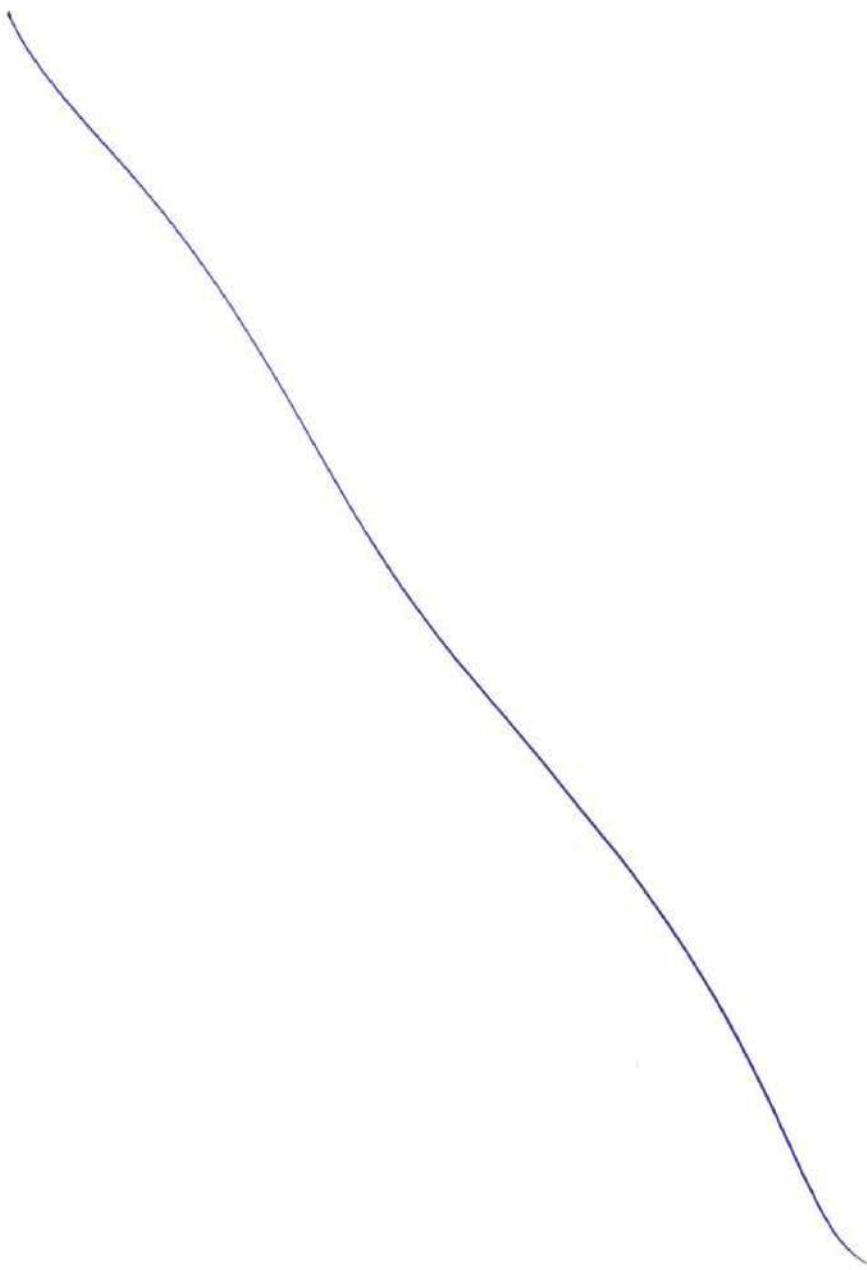


Board of Directors Resolution

June 22, 2017

IHI Infrastructure Systems Co., Ltd.





Board of Directors Resolution

1. Date: 4:00 PM on Thursday, June 22, 2017
2. Venue: IHI Infrastructure Systems Co., Ltd. Headquarters office
3. Attendee: Total number of directors: 7 (Seven)
Number of directors attended: 7 (Seven)
Total number of auditors: 3 (three)
Number of auditors attended: 3 (three)
4. Chairman of the Board: Takeshi KAWAKAMI, President

5. Agenda

(1) Resolved as following:

1. Appointment of President & Representative Director

Along with the appointment of 7 (Seven) directors, the Chairman proposed the selection of president & representative director (who shall represent the company, execute the operations of the company, and have authority to do any and all judicial and non-judicial acts in connection with the operations of the company), and all attendees selected and approved the following person by common assent. The appointee accepted the accession.

President & Representative Director: Takeshi KAWAKAMI

Residence Address: Room 404, Rainbow Mansion, 13-12 Uemisumiyoshi 2-chome, Sumiyoshi-ku, Osaka-shi, Osaka.

2. Order of Acting Chairman at Shareholders' Meeting/ Board Meeting.

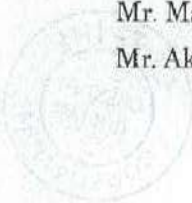
The Chairman proposed the order of acting chairman at Shareholders' Meeting or Board Meeting in his absence, and determined that it shall be as below, starting from Mr. Toru MASUDA, Director.

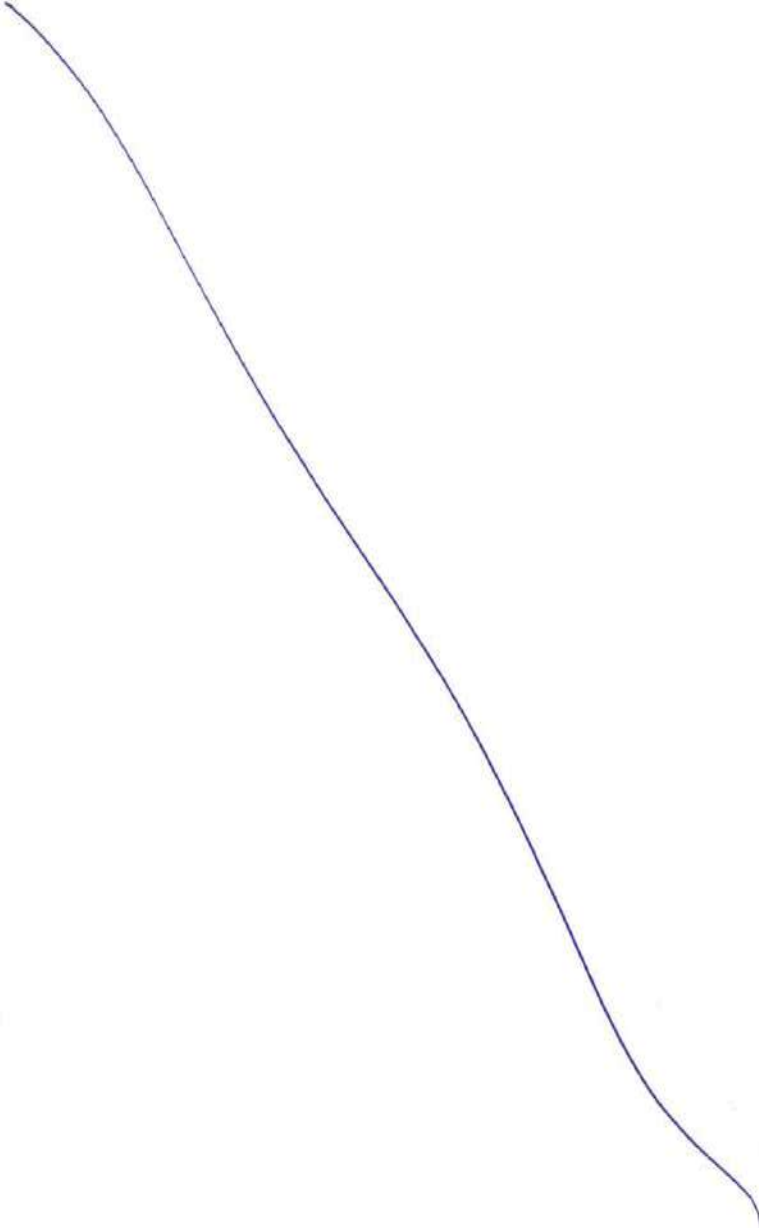
Mr. Toru MASUDA

Mr. Koichi TOKUDA

Mr. Masahiro YANAGIHARA

Mr. Akira MORIUCHI





3. Duty Assignment

The Chairman proposed the duty assignment of each Director and was approved as per attached sheet.

4. Revised Compensation for the 139th Board Member and Auditors

The Chairman gave an explanation on the revised compensation for the 139th Board Member, and all attendees agreed that it shall be based on his/her position, but varies depending on business environment and corporate performance at the time. Furthermore, all attendees approved by common assent that the specific amount of compensation are determined by the President's sole decision.

Decision by the Board of Auditors for compensation is acknowledged.

5. Payment of Retirement Allowance to Resigned Board Member

The Chairman gave an explanation on the payment of retirement allowance to Mr. Akira INOUE, Mr. Kazuhisa HAMAGUCHI and Mr. Tsukasa HOSHIO who resigned from Director or Auditor at the today's 138th General Shareholder's Meeting due to the expiration of their term of office within the scope of the amount of equivalent to the certain rules of the company. Though the Board of Members Resolution has the authority to determine the specific amount, time and method of payment, the Chairman sought the attendee's deliberation on it determined by the President's sole decision and all attendees approved it by common assent.

6. Allowance of Compensation for Board of Directors

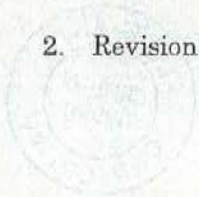
The Chairman asked the handling of compensation in total 4,662,000 Yen for 6 Directors and 1 Executive Auditor as of March 31 2017 who has been approved in the 138th Board meeting, to entrust each amount of compensation and time of payment to President. All attendees approved without objection.

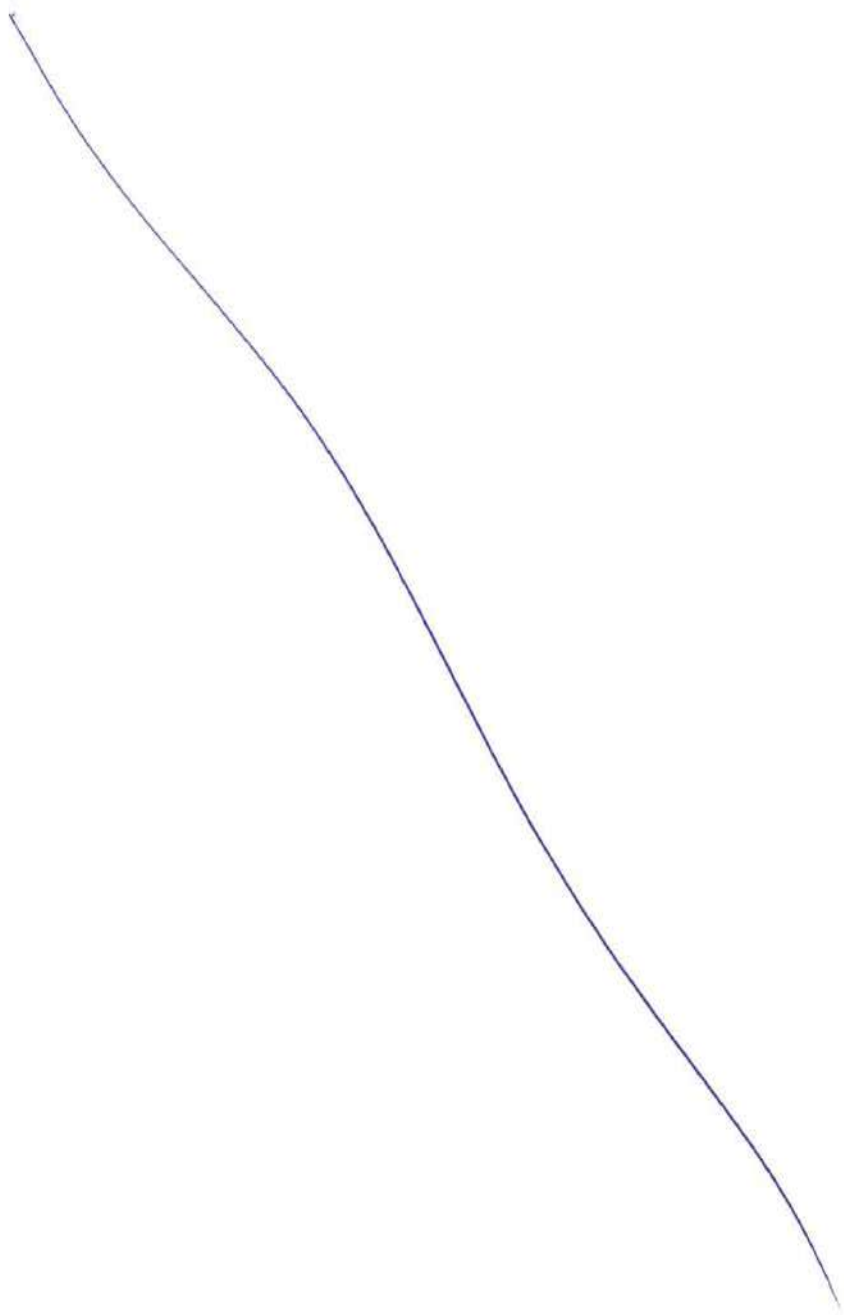
(2) Matters to be reported

1. Appointment of Executive Auditors

The Chairman reported that Mr. Susumu KANJO was appointed as an Executive Auditor which was accepted by all Auditors.

2. Revision of Compensation for Accounting Auditors





The Executive Auditor reported the revision of compensation for Accounting Auditors and was agreed by Board of Auditors.

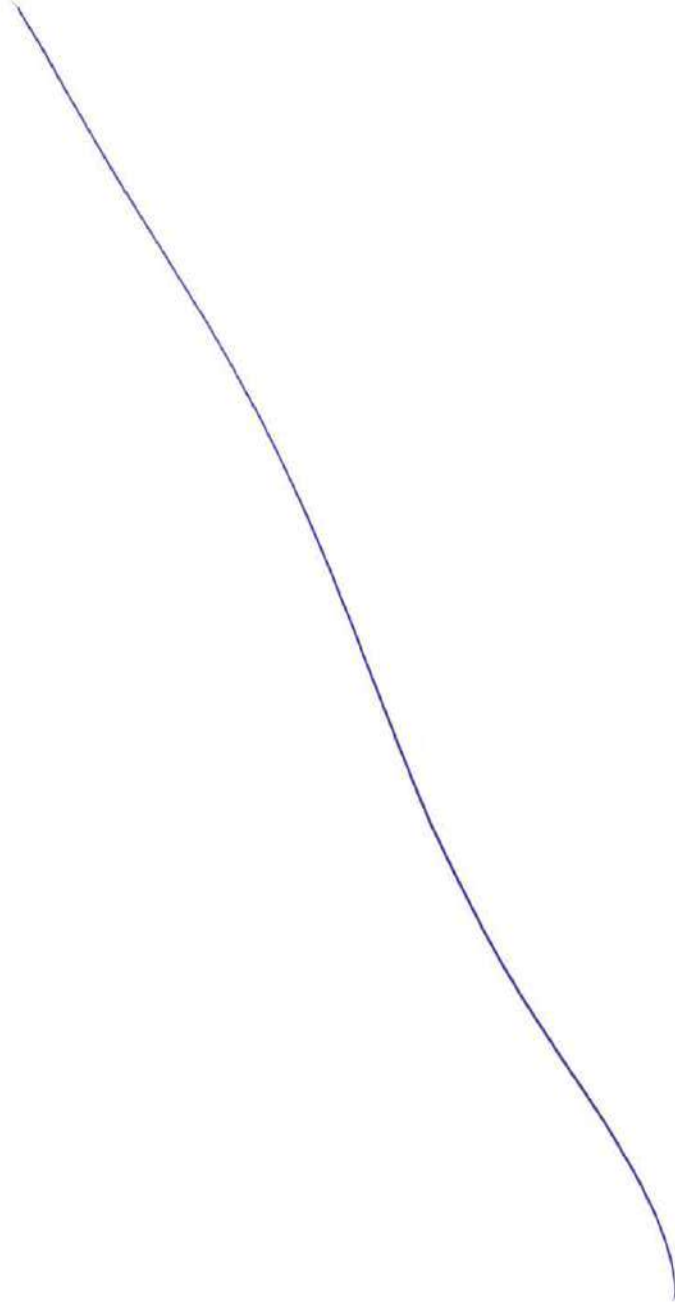
3. Monthly Financial Results and other matters

Appointed by the Chairman, Mr. Masuda, Director reported the Monthly Financial Result of May 2017, Outlook of the Fiscal Year 2017 and the Fiscal Year 2018 and was accepted.

There being no further business to come before the Board, the Chairman declared that the meeting was closed at 4:30 PM.

For the record of process and result of the board meeting, this minute of meeting is made and all attendees place their signature.



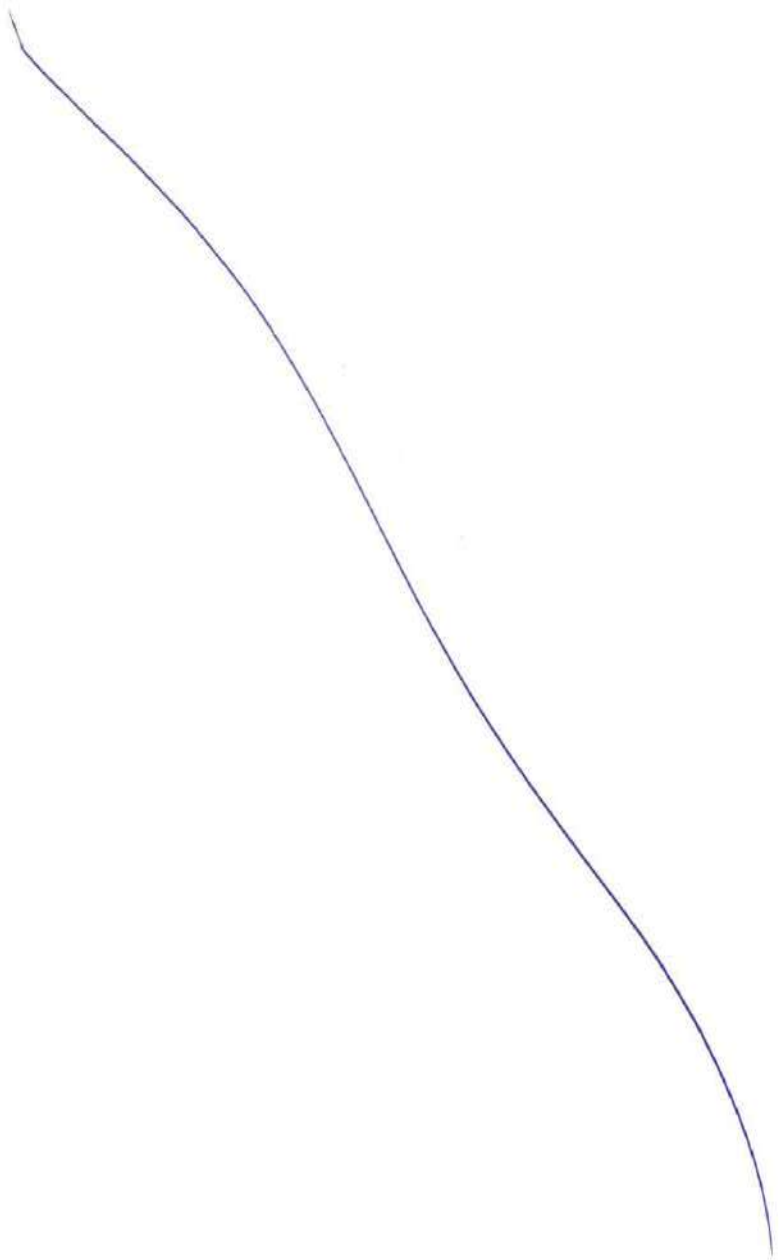


Duty in Charge, Appointed Title, Administration of the Director and Order of Acting President

The Duty in Charge, Appointed Title, Administration of the Director and Order of Acting President is as follows

Director	Duty in Charge, Appointed Title	Administration
Takeshi KAWAKAMI (President & Representative Director)	Administration, Human Resources & CSR	Administration, Human Resources & CSR Dept.
Toru MASUDA (Acting President, First)	Assistant to the President, Certain Director Safety and Health Environment Corporate Planning Finance & Accounting Procurement	Inter Control Audit Dept. Safety, Health and Environment Dept. Corporate Planning Dept. Finance & Accounting Dept. Procurement Dept.
Koichi TOKUDA (Acting President, Second)	Assistant to the President, Sales General Manager of Sales Headquarters	Sales Headquarters
Masahiro YANAGIHARA (Acting President, Third)	Assistant to the President Quality Overseas Project Steel Structure Engineering Research & Development General Manager of Overseas Project	Quality Assurance Dept. Overseas Project Dept. Steel Structure Engineering Division. Research & Development Dept.
Akira MORIUCHI (Acting President, Fourth)	Assistance to President Bridge Engineering Production I-Project promotion General Manager of Bridge Engineering Division (Discharged from the duty on 30 June, 2017)	Bridge Engineering Division Construction Dept. Sakai Works





June 22, 2017

IHI Infrastructure Systems Co., Ltd.

Takeshi KAWAKAMI
President &
Representative Director



Toru Masuda
Director



Koichi TOKUDA
Director



Masahiro YANAGIHARA
Director



Akira MORIUCHI
Director

森内 昭

Takanobu TOKUYAMA
Director

T. Tokuyama

Susumu ISHIIHARA
Director



Susumu KANJO
Executive Auditor

S. Kanjo

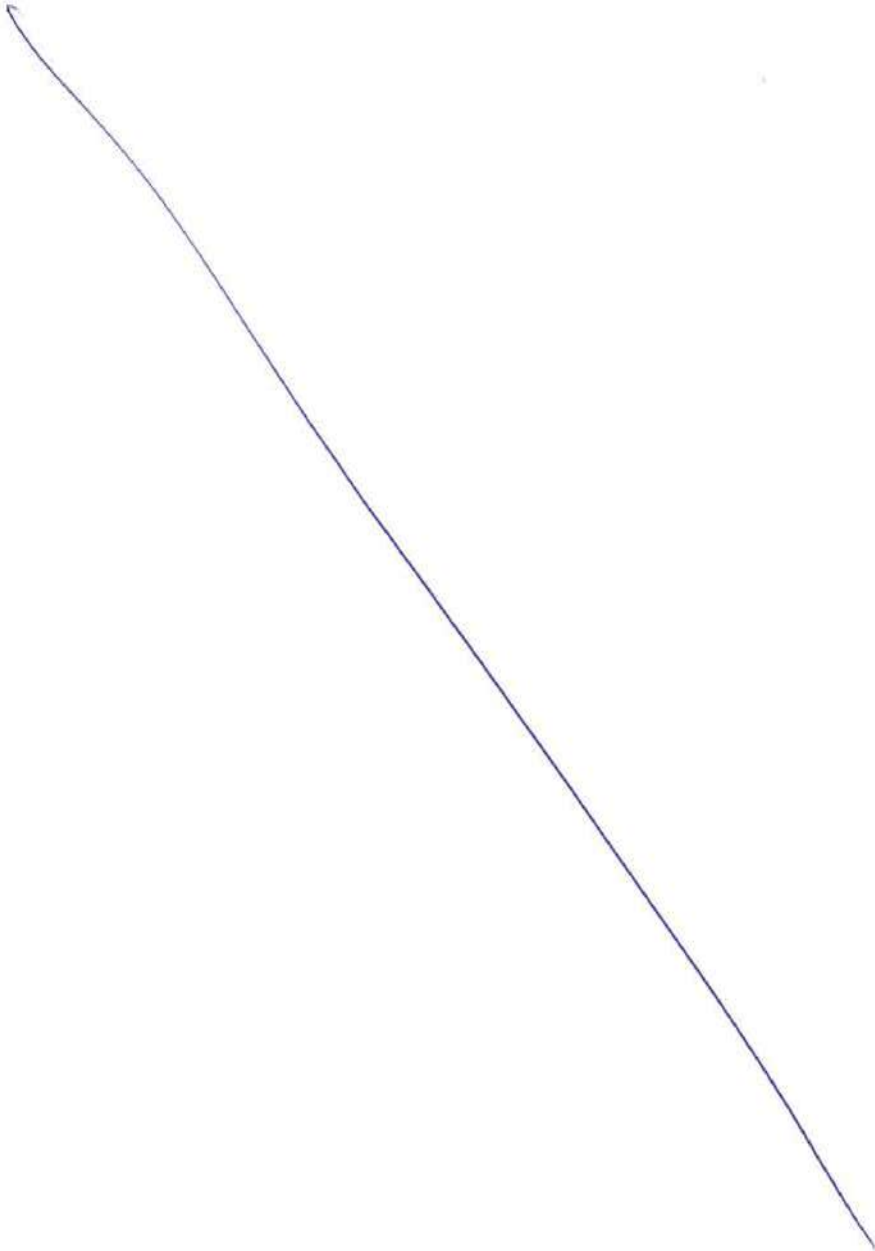
Yasuaki FUKUMOTO
Auditor

Y. Fukumoto

Masaru YAJIMA
Auditor

M. Yajima





20 December, 2017

DECLARATION

I, Masahiro Yanagihara, Board Director of IHI Infrastructure Systems Co., Ltd., Osaka, Japan, do hereby solemnly and sincerely declare:

1. That I am well acquainted with Japanese and English; and
2. That the attached document

"Board of Directors Resolution"

is a true copy from the original text.

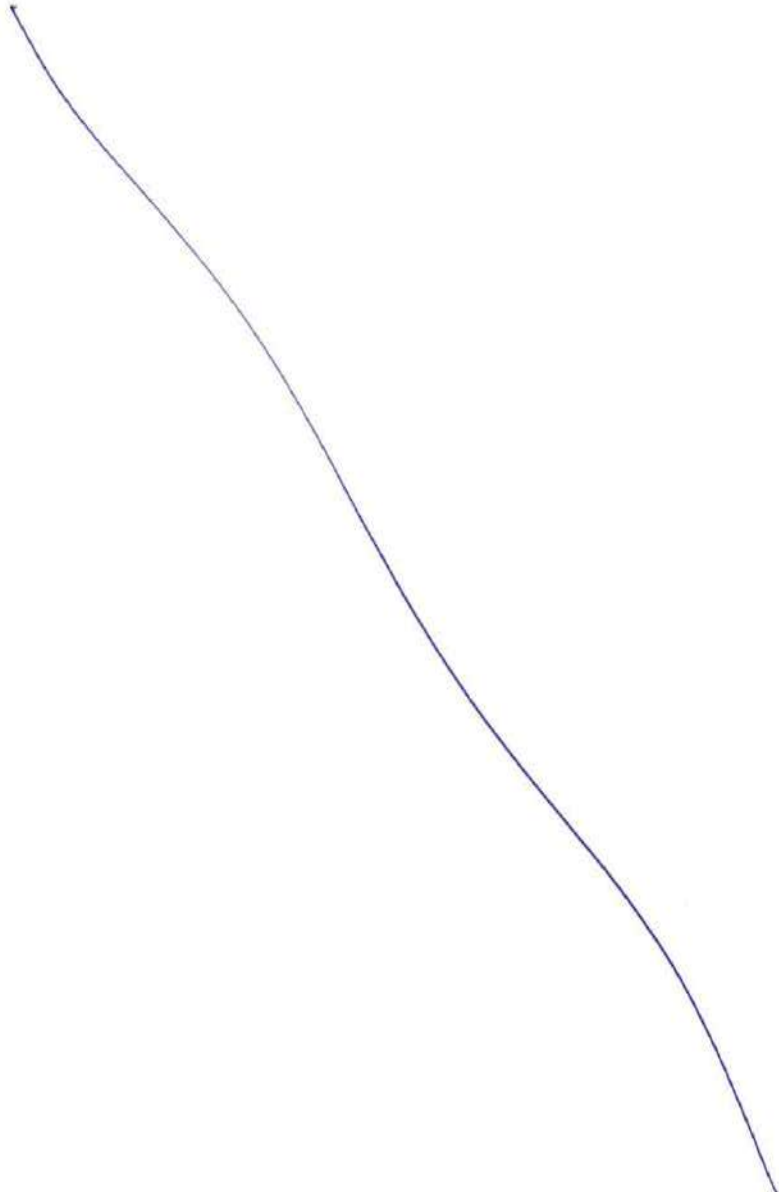
And I make this solemn declaration conscientiously believing the same to be true and correct.

IHI Infrastructure Systems Co., Ltd.



Masahiro Yanagihara
Board Director





NOTARIAL CERTIFICATE

This is to certify that Akemi Tsuji, an attorney of Masahiro Yanagihara, Director of IHI Infrastructure Systems Co., Ltd., has stated in my presence that said Masahiro Yanagihara has acknowledged himself to have signed the attached document.



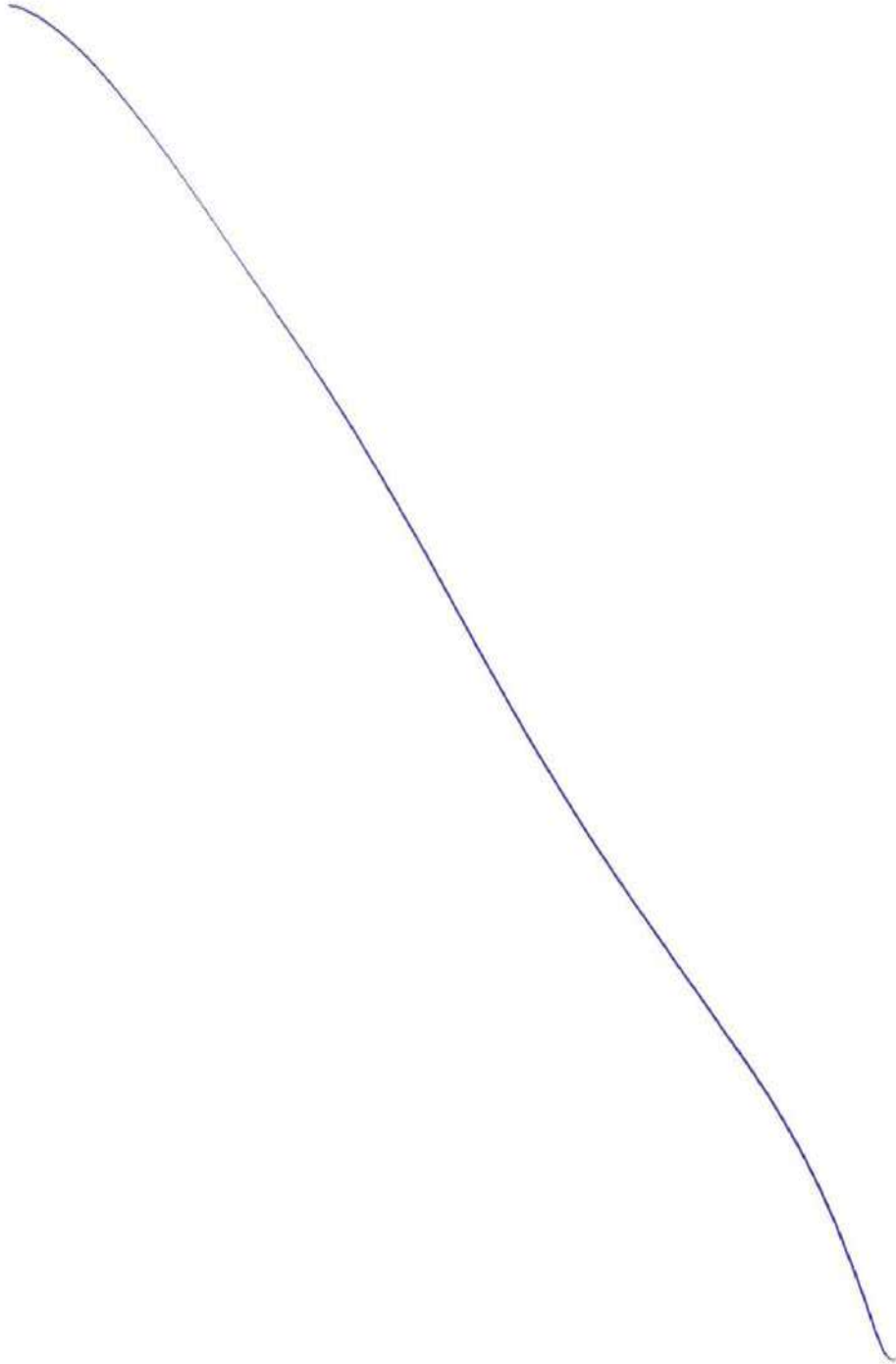
2017.02.21

Kazuhiko Shida



NOTARY
TOKYO LEGAL AFFAIRS BUREAU
NO 7-20, F-03 KOME YASUJI
CHUO-KU, TOKYO, JAPAN





囑託人 株式会社 IHI インフラシステム 取締役 柳原正浩の代理人正
朱斐は、本職に対し、柳原正浩が添付書面の署名につき、自らしたものである
ことを承認する旨陳述した。

よって、これを認証する。
平成29年 12 月 21 日、本公証人役場において
東京都中央区八重洲1丁目7番20号
東京法務局所属

公 証 人
Notary

石田一宏

Kazuhiro ISHIDA

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成29年 12 月 21 日

東京法務局長

秋山仁美

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by Kazuhiro ISHIDA
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of Kazuhiro ISHIDA, NOTARY

Certified

- 5. at Tokyo
- 6. DEC. 21, 2017
- 7. by the Ministry of Foreign Affairs
- 8. 17-NO 052754
- 9. Seal/stamp:
- 10. Signature

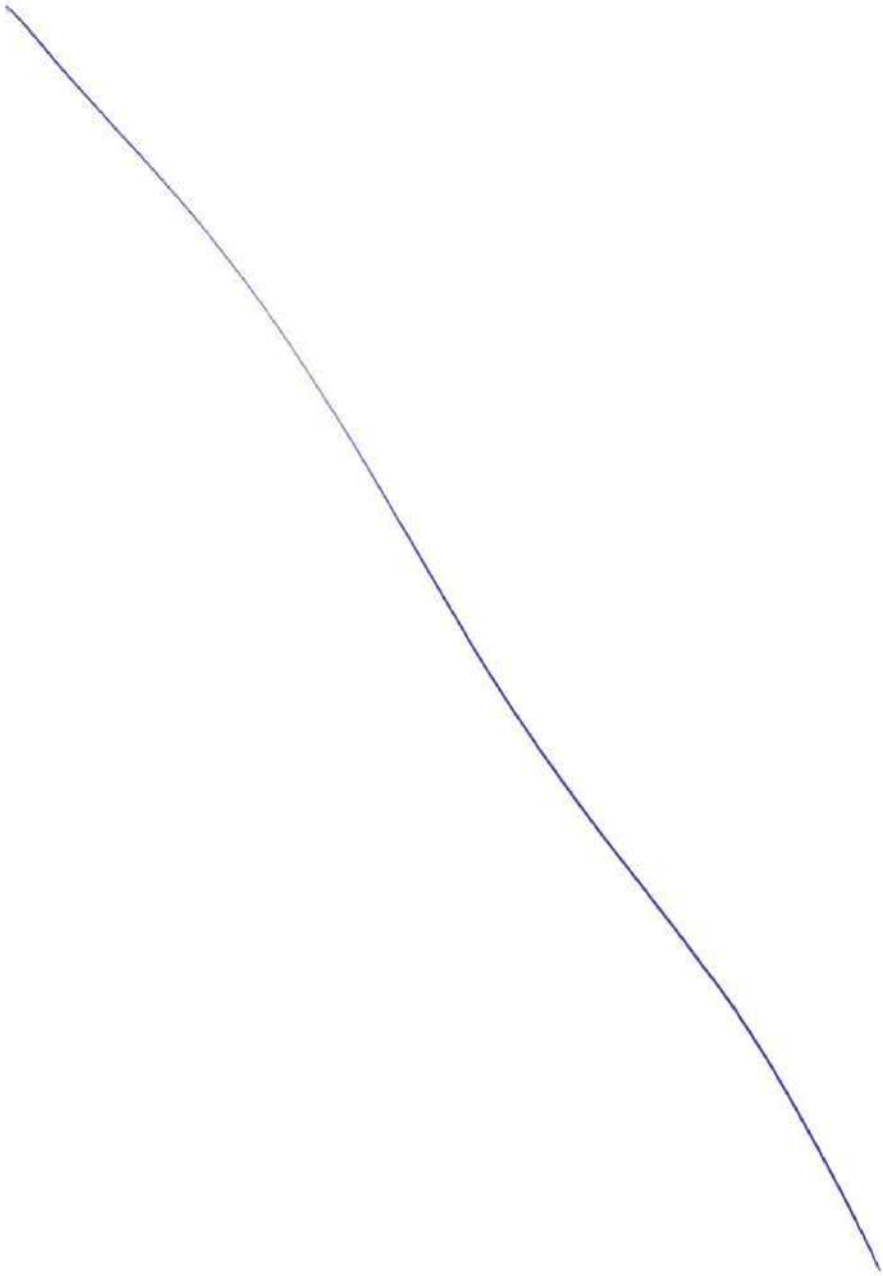


T. TANAKA

Toshio TANAKA

For the Minister for Foreign Affairs





正

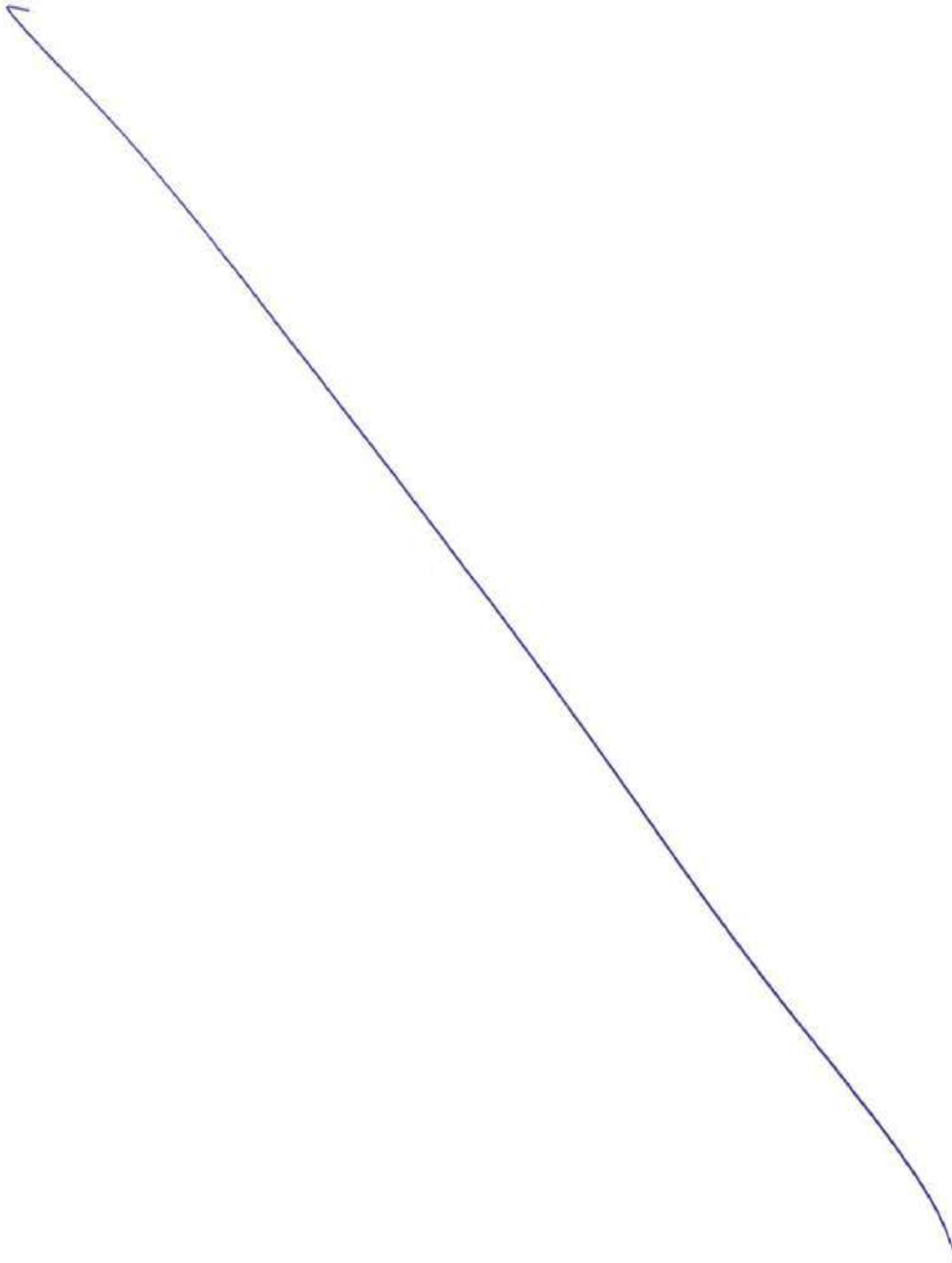
0133

取締役会議事録

平成 29 年 6 月 22 日

株式会社 IHI インフラシステム





取締役会議事録

1.開催日時 平成 29 年 6 月 22 日（木曜日） 午後 4 時

2.開催場所 本社会議室

3.出席者 取締役 7 名 出席取締役 7 名
監査役 3 名 出席監査役 3 名

4.議長 代表取締役社長 川上剛司

5.議事

(1) 決議事項

第一号議案 代表取締役社長選定の件

川上議長より、取締役 7 名の選任に伴い、代表取締役社長（会社の業務を執行するとともに、会社の業務に関する一切の裁判上又は裁判外の権限を有する）の選定について提案がされ、全員一致で下記のとおり選定し、被選定者は就任を承諾した。

代表取締役社長 川上剛司

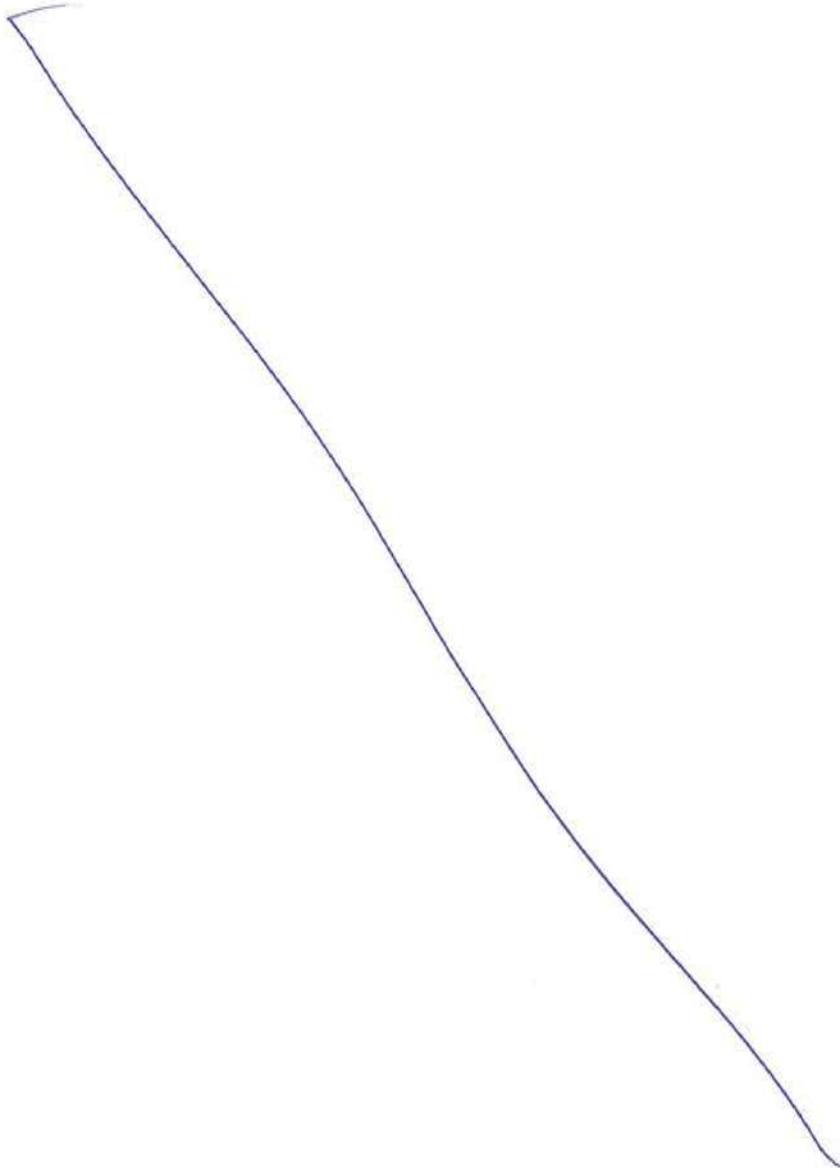
住所 大阪府大阪市住吉区上住吉 2 丁目 13 番 12 号
レインボーマンション 404 号

第二号議案 株主総会および取締役会議長の順序の件

議長より、社長に事故ある時の株主総会および取締役会の招集ならびに議長を務める取締役の順序について提案がされ、取締役 増田 徹氏以下、下記順番のとおりとすることに決定した。

増田 徹
徳田 晃一
柳原 正浩
森内 昭





第三号議案 取締役の職務分担の件

議長より、取締役の職務分担について提案がされ、別紙のとおり定めた旨の説明があり、一同に諮ったところ出席取締役の全員が異議なく承認可決した。

第四号議案 第139期 取締役および監査役報酬額改定の件

議長より、第139期の取締役報酬改定については、従来と同じく役職に対応する報酬を基本としながらも、現今の経営環境、企業業績を考慮して決定したい旨の提案がされ、出席取締役の全員が異議なく承認可決した。また、具体的金額の決定は、社長に一任することとした。

なお、監査役報酬については、監査役の協議結果を受領している。

第五号議案 退任取締役および退任監査役に対し退職慰労金贈呈の件

議長より本日開催の当社第138期定時株主総会において、退任取締役 井上 明氏、浜口 和久氏、ならびに退任監査役 早尾 司氏に対して、当社の定める一定の基準に従い相当額の範囲内で退職慰労金を贈呈することとし、その具体的金額、贈呈の時期、方法等は、取締役会の決議に一任する旨の承認を受けたが、これを社長に一任願いたい旨を一同に諮ったところ、出席取締役全員が異議なく承認可決した。

第六号議案 役員賞与支給の件

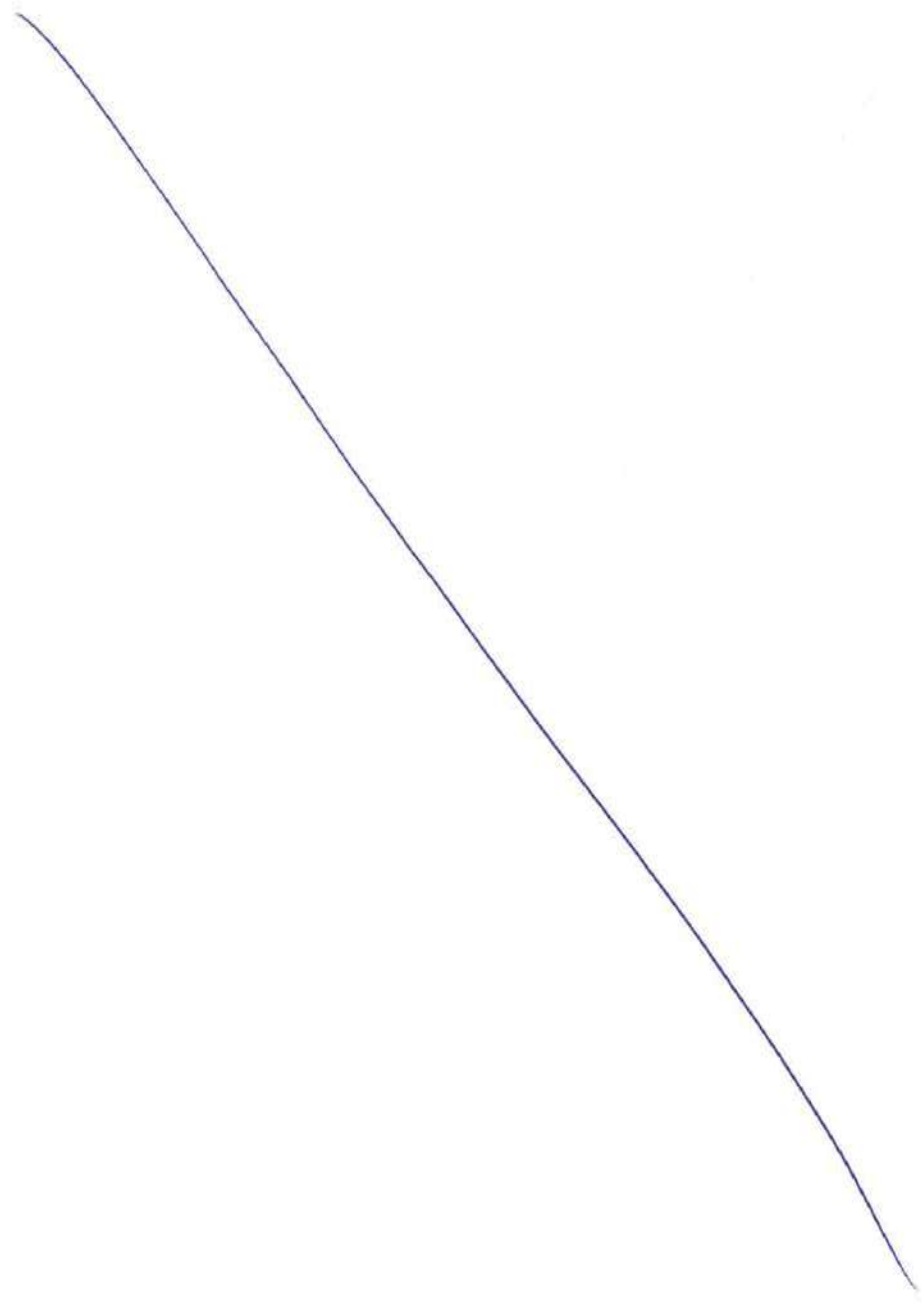
議長より本日開催の当社第138期定時株主総会において承認された平成29年3月31日時点の取締役6名および常勤監査役1名に対する役員賞与総額4,662,000円について各取締役に対する金額、支払時期および方法を社長に一任願いたい旨を一同に諮ったところ、出席取締役全員が異議なく承認可決した。

(2) 報告事項

第1号 常勤監査役選定の件

議長より、監査役全員の同意により、常勤監査役に関上 進氏が選定された旨の報告がされた。





第2号 会計監査人報酬改定の件

常勤監査役より、会計監査人の報酬改定に関して監査役全員の同意を得ている旨、報告がされた。

第3号 月次業績等の件

議長の指名により増田取締役から2017年度5月の業績、2017年度および2018年度の業績見通しについて資料に基づき報告がされ、報告を了承した。

以上で本日の議事はすべて終了したので、議長は午後4時30分に閉会を宣言した。
上記議事の経過ならびに結果を明確にするため、ここに議事録を作成し、議長および出席取締役ならびに監査役はこれに記名押印する。

平成29年6月22日

株式会社IHIインフラシステム

議長 代表取締役社長 川上剛 司



取締役 増田 徹

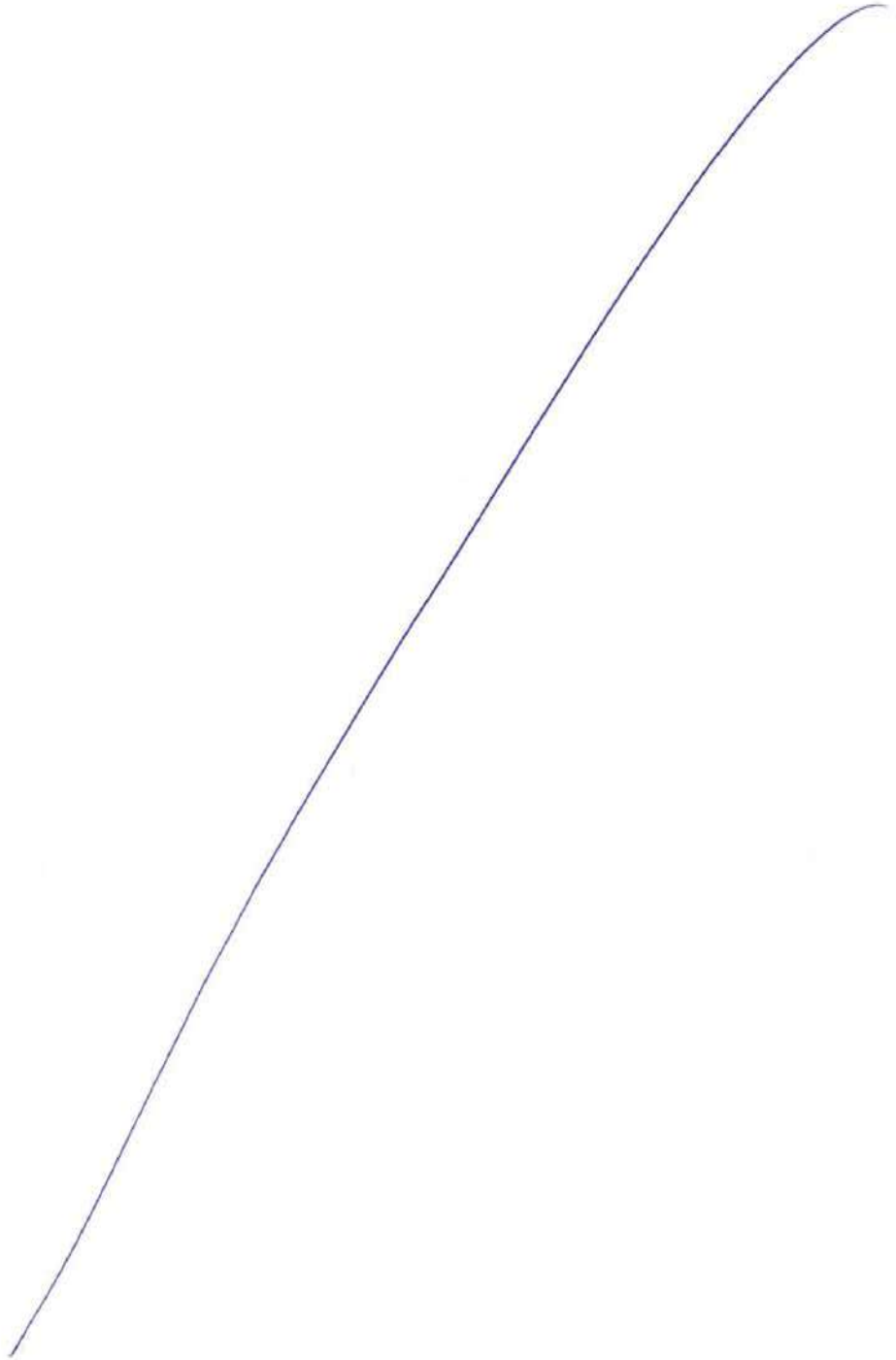


取締役 徳田 晃 一



取締役 柳原正 浩





取締役 森内 昭 

取締役 徳山 貴信 

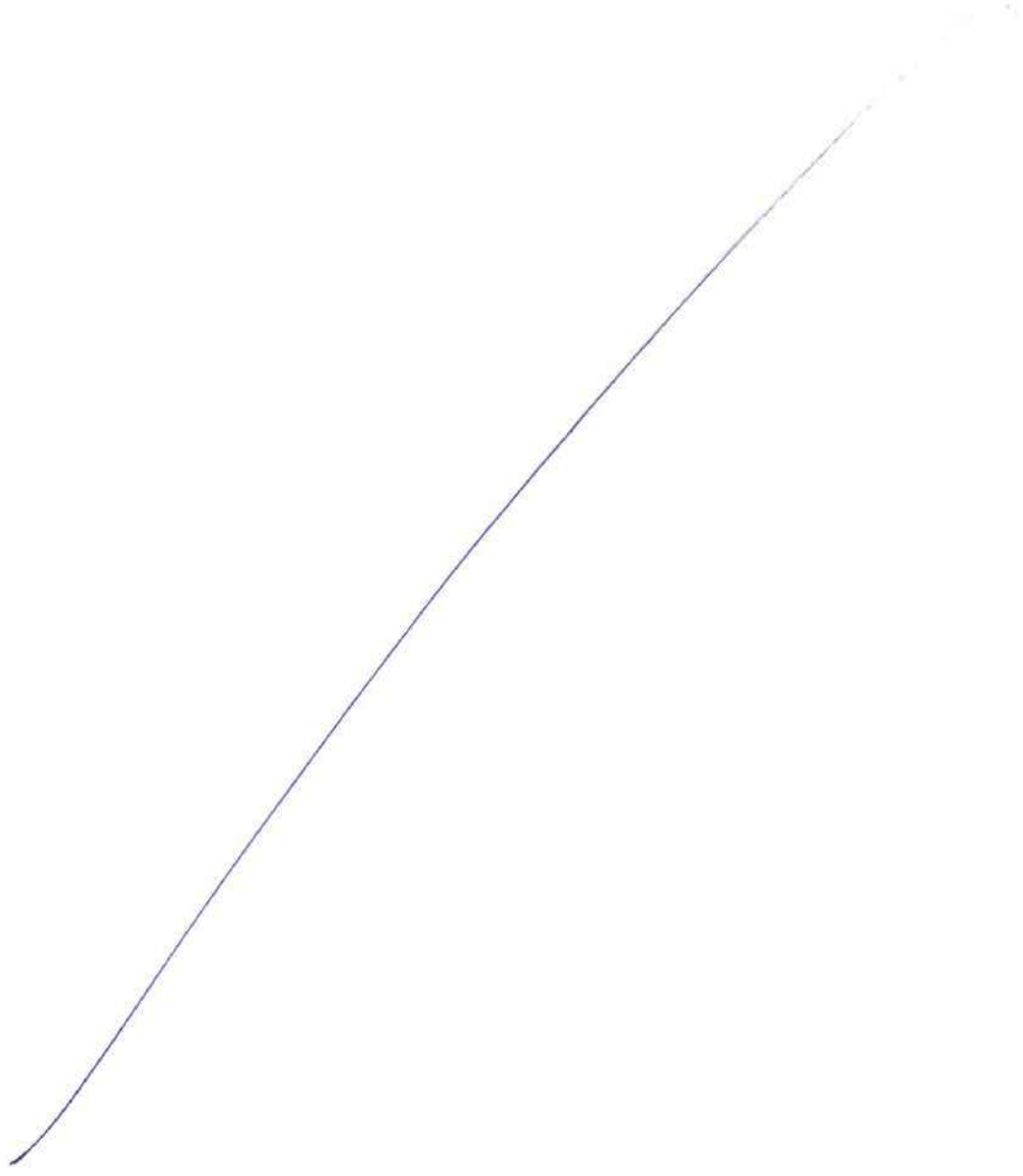
取締役 石原 進 

常勤監査役 閑上 

監査役 福本 保明 

監査役 矢島 勝 





2017年6月22日

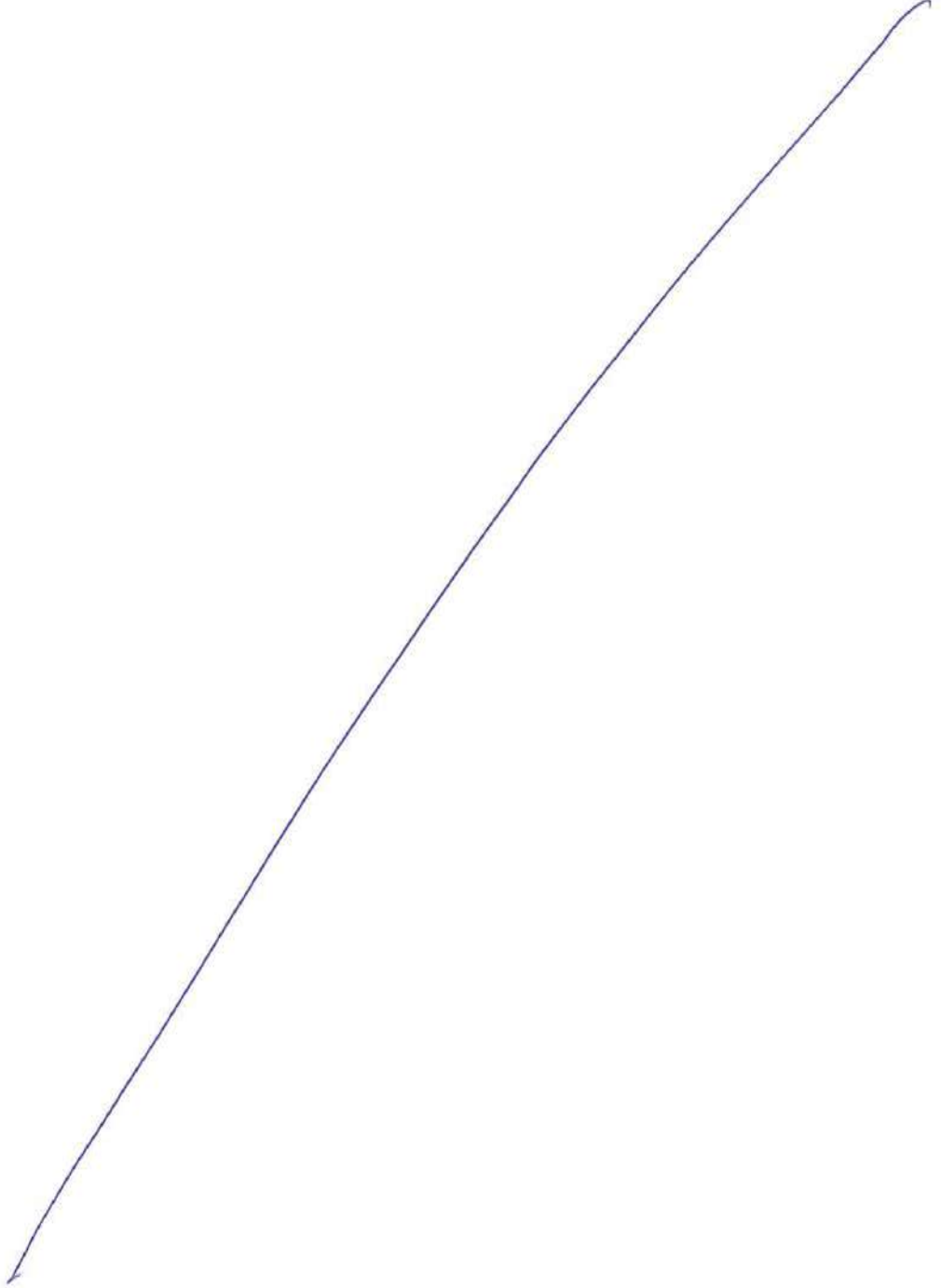
取締役の担当・役職委嘱、所掌、社長職務代行順位について

常勤取締役の担当・役職委嘱および所掌・社長職務代行順位を以下のとおりとする。

取締役	担当・役職委嘱	所掌
川上 剛司 (代表取締役社長)	総務人事関連担当	総務人事部
増田 徹 (社長第一代行)	社長補佐, 特定取締役 安全衛生関連担当 環境関連担当 経営企画関連担当 財務関連担当 調達関連担当 コンプライアンス担当	内部監査部 安全衛生環境部 総合企画部 財務部 調達部
徳田 晃一 (社長第二代行)	社長補佐 営業関連担当 営業本部長	営業本部
柳原 正浩 (社長第三代行)	社長補佐 品質関連担当 海外プロジェクト関連担当 鉄構関連担当 研究開発関連担当 海外プロジェクト室長	品質保証部 海外プロジェクト室 鉄構技術室 開発部
森内 昭 (社長第四代行)	社長補佐 橋梁関連担当 生産関連担当 I-Project 推進担当 橋梁技術室長 (6月30日付で解嘱)	橋梁技術室 建設部 堺工場

以上







महाराष्ट्र MAHARASHTRA

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AG 404609

CONSORTIUM AGREEMENT
between
LARSEN & TOUBRO LIMITED
and
IHI INFRASTRUCTURE SYSTEMS CO., LTD

प्रधान मुद्रांक कार्यालय, मुंबई
प.न.वि.क. ८०००००८
15 DEC 2017
सक्षम अधिकारी

श्री: प्र. ना. चिंचवरे

FOR

EXECUTION OF THE WORKS OF

PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE-1)
CONSTRUCTION OF 10.380 KM LONG BRIDGE SECTION (CH.0+000 TO
CH10+380) ACROSS THE MUMBAI BAY INCLUDING SEWRI INTERCHANGE.

BY

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY,
(MMRDA), INDIA



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जोडपत्र - १/Annexure - I

फक्त प्रतिष्ठापनासाठी Only for 21 DEC 2017

१. मुद्रिक विक्री नोंद वही अंतु, क्रमांक/दिनांक 262
(Serial No./Date)

२. मुद्रांक विक्री घेणाऱ्याचे नाव, रहिवासाचा पत्ता व तारीख
(Stamp Purchaser's Name & Signature)

३. परवानाधारक मुद्रांक विक्रेत्याची सही
परवाना क्रमांक : 200000
मुद्रांक विक्रीचे ठिकाण/पत्ता : श्री. जयदेव ह. दासजी
शिवशास्त्री टुर्न अँड प्रोपर्टी आगरकर चौक,
अंधेरी (पूर्व), मुंबई - ४०० ०६९.

LARSEN & TOUBRO LIMITED
CONSTRUCTION
LAND MARK-'A', 5TH FLOOR,
SUREN ROAD, CHAKALA,
ANDHERI (E), MUMBAI - 400 093.



चर्चा - ३	
११५६ ४ १०२	
२०२८	

D. N. ...

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महाराष्ट्र MAHARASHTRA

© 2017 ©

AG 404610



श्री. प्र. ना. चिंचघरे

THIS CONSORTIUM AGREEMENT (this "Agreement"), dated as of 22nd December 2017, is made by and between Larsen & Toubro Limited, an Indian corporation, with its registered office at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai 400 001, India, (CIN:L99999MH1946PLC004768), and having its Headquarters at Nuclear Special Bridges Business Unit, L&T Construction, C/o of Larsen and Toubro Limited, Mount-Poonamalee Road, Manapakkam, P.O. Box 979, Chennai-600089, India (hereinafter referred to be as "L&T" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors-in-interest and permitted assigns); and IHI Infrastructure Systems Co., Ltd., a Japanese corporation, with its principal place of business at 3-banchi, Ohama-nishimachi, Sakai-ku, Sakai-shi, Osaka 590-0977, Japan (hereinafter referred to be as "IHI" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors-in-interest and permitted assigns).

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जोडपत्र - १/Annexure - I

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

१. मुद्रांक विक्री नोंद बही अनु. क्रमांक/दिनांक
(Serial No./Date)

265 21 DEC 2017

२. मुद्रांक विकत घेणाऱ्याचे नाव, रहिवासाचा पत्ता व सही.
(Stamp Purchaser's Name & Signature)

३. परवानाधारक मुद्रांक विक्रेत्याची सही

परवाना क्रमांक: ८०००००८

मुद्रांक विक्रीचे ठिकाण/पत्ता: शिवशाहली टुर्न्स अँड ट्रेडिंग्स आगरकर चौक,
अंधेरी (पूर्व), मुंबई - ४०० ०६९.

L&T-IHI CONSORTIUM
305 & 306, 3rd Floor B-Wing,
Navbharat Estate, PD Mello Road,
Sewri West, Mumbai - 400 015.



वर्ग - ३	
१५	१०२
२०२०	

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महाराष्ट्र MAHARASHTRA

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AG 302675

The address of the consortium shall be "L&T – IHI Consortium", Nuclear and Special Bridges Business Unit, L&T Construction, C/O of Larsen & Toubro Limited, Mount-Poonamalee Road, Manapakkam, P. B.N. 979, Chennai-600089, Tamil Nadu, India.

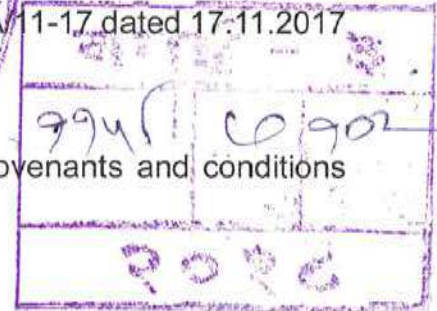


WHEREAS, Mumbai Metropolitan Region Development Authority ("MMRDA") announced a pre-qualification process for "Procurement Of Mumbai Trans Harbour Link Project (Package-1) Construction Of 10.380 Km Long Bridge Section (Ch 0+000 To Ch10+380) across the Mumbai Bay including Sewri Interchange" (the Project) and the Parties were pre-qualified and became eligible to submit the tender for the Project. The Consortium has been issued the Letter of Acceptance vide letter ref MMRDA/MTHL/PKG-1/LOA/11-17 dated 17.11.2017 for the execution of Package1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

Article 1 Purposes and Relationship

1.1 L&T and IHI hereby associate themselves as a **Consortium** (the "**Consortium**") solely for the purposes expressly described in this Agreement.



0148 (b)

L&T CONSTRUCTION

LAND MARK 'A', 2nd & 3rd FLOOR,
SURESH ROAD, CHAKALA,
MUMBAI - 400093.

अडिपत्र-9 Annexure 3

फक्त प्रतिष्ठापनासाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव _____
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विकत घेणाऱ्याचे पत्ता _____

मुद्रांक विकत घेणाऱ्याचे परवाना क्रमांक _____
मुद्रांक विकत घेणाऱ्याचे कॉपी क्रमांक _____

आसकीय क्रमांक _____
कागदाची उंची _____
ज्या कागदावर मुद्रांक _____
मुद्रांक खरेदी करणाऱ्याचे नाव _____

20 DEC 2017

20 DEC 2017

क्रियाची सही
ना. १९
मुद्रांक

005

00001032



वर्ग - २	
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महाराष्ट्र MAHARASHTRA

2017

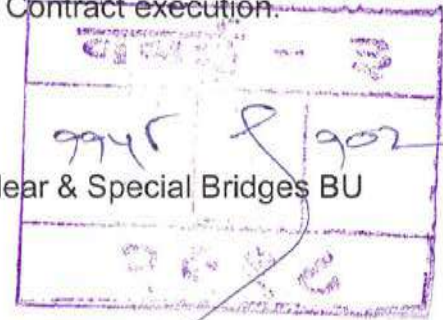
AF 213479

1.2 The name of the Consortium shall be "L&T-IHI Consortium". For the purpose of correspondence the Consortium shall use letterheads bearing the name of the Consortium and company names of the Parties. Lead partner of the Consortium shall be Larsen & Toubro Limited ("**Leader**").



1.3 Mr. P. Niranjana, an Authorised Representative of L&T, whose details are provided as under, shall be the "Authorised Representative" of the Consortium for all intents and purposes to conduct all businesses for and on behalf of any and all the Parties hereto for the Contract execution.

Name : Mr. P Niranjana
Designation : Vice President & Head – Nuclear & Special Bridges BU
Tel/Fax No : 044 3319 2905
E Mail ID : Pn@Lntecc.com



1.4 The percentage participation of the Consortium in financial terms to execute the Project shall be L&T 82 % and IHI 18 %.

P. Niranjana

[Signature]

00148 (d)

008

LARSEN & TOUBRO LIMITED
जोडपत्र - L & Annexure
P.O. Box 278, Ballard Estate, Mumbai - 400 001.

मुद्रांक विधि अंतर्गत अर्ज	
दस्तावेज प्रकार	
दस्तावेजाचे करणारे व्यक्तीचे नाव	
जिल्हा	
पत्राचे किती प्रत तयार कराव्यात	
पत्राचे अंतिम दिनांक	30 NOV 2017
मुद्रांक शुल्क रक्कम	500
मुद्रांक विभागाचे पत्र क्रमांक	
मुद्रांक विभागाचे पत्र क्रमांक	30 NOV 2017
पत्राच्या किंमती	₹ 0000000
मुद्रांक विभागाचे पत्र क्रमांक	
पत्राचे अंतिम दिनांक	30 NOV 2017



११५६ १०	१०२
२०१६	

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30 NOV 2017

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Article 2 Liability

Each party of the consortium namely, Larsen & Toubro Limited (L&T) and IHI Infrastructure Systems Co., Ltd. (IHI) shall be jointly and severally liable to MMRDA for the execution of the Project (Package-1), in accordance with the Contract terms.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties has executed this Agreement as of the date and year first above written.

LARSEN & TOUBRO LIMITED

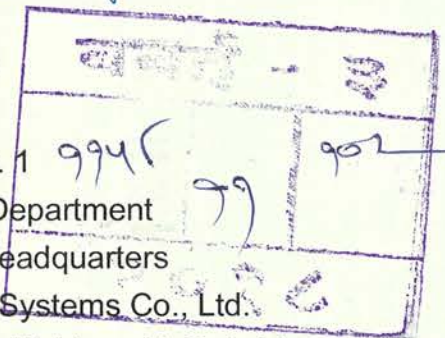
IHI INFRASTRUCTURE SYSTEMS CO.,
LTD.


Signed by

Name: **P. Niranjana**,
Vice President & Head
Nuclear & Special Bridges BU
Address: L&T Construction,
C/O Larsen and Toubro Limited,
Mount Poonamallee Road,
Manapakkam, P.B. N. 979
Chennai- 600089,
Tamil Nadu, INDIA.

Signed by

Name: **Yuji Nose**
Manager
Sales Section No. 1 9945
Overseas Sales Department
Address: Sales Headquarters
IHI Infrastructure Systems Co., Ltd.
3-Banchi, Ohama-Nishimachi, Sakai-ku,
Sakai-shi, Osaka 590-0977, JAPAN.




in the presence of:

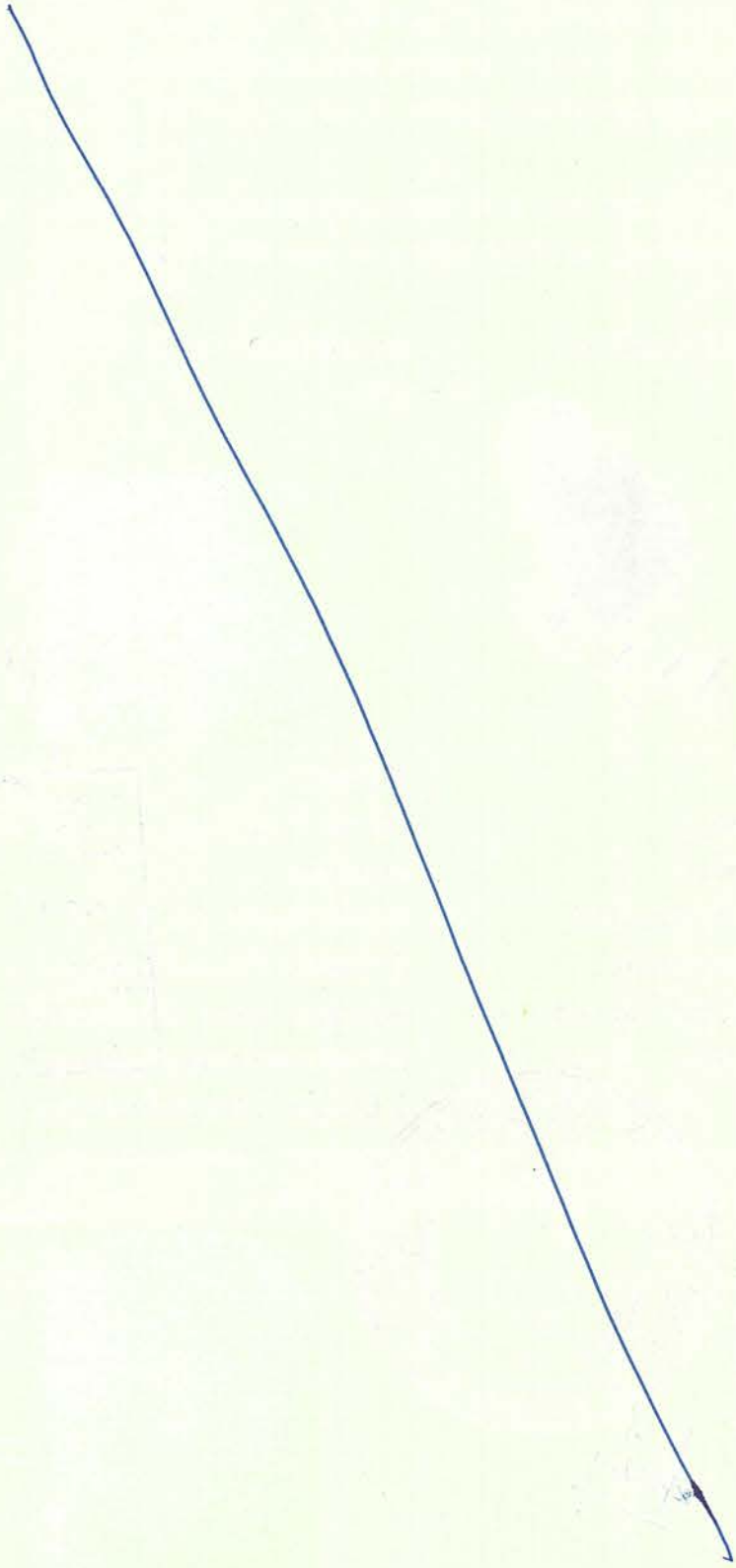
Sanjay Digambar Patil
Cluster Project Manager
Address: L&T Construction,
C/O Larsen & Toubro limited
Landmark "a" wing, 5th floor
Suren road, Andheri east.
Mumbai – 400 093, INDIA.

in the presence of:

Junichi SHAURA
Associate Director, General Manager
Address: Overseas project Div.
IHI Infrastructure Systems Co., Ltd.
3-Banchi, Ohama-Nishimachi, Sakai-ku,
Sakai-shi, Osaka 590-0977, JAPAN.

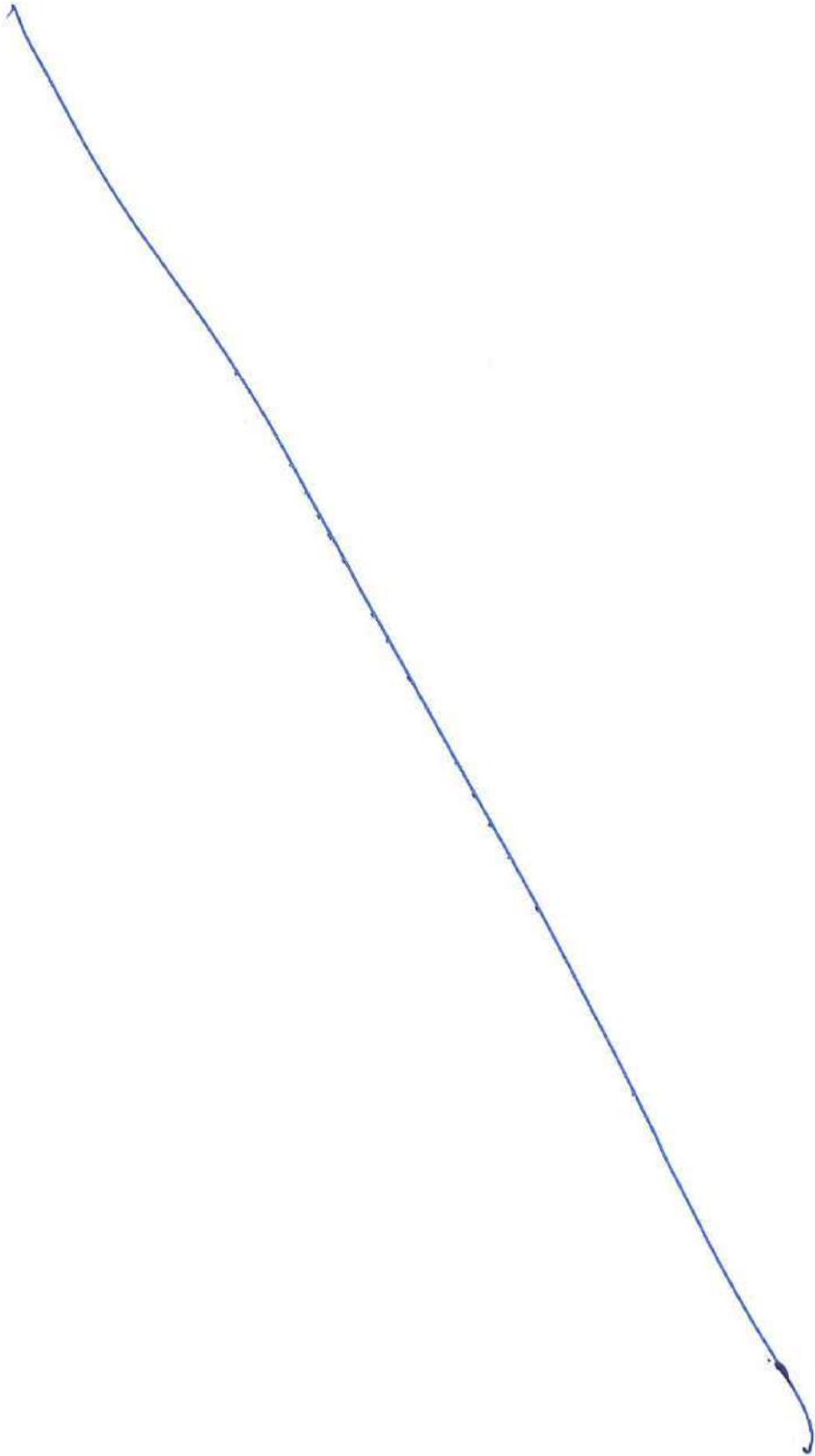
0110

0148 (f)



Attachments to the Consortium Agreement (124 pages) submitted for Registration are appended at the end of Volume -I and these pages are not included in the overall serial page numbers

0148 (h)





Letter of Acceptance

No. MMRDA/MTHL/PKG-1/LOA/11-17

MTHL (PIU),
Date: 17.11.2017

To,

L&T-IHI Consortium

(M/S Larsen & Toubro Limited, India & M/S IHI Infrastructure Systems Co., Ltd, Japan)

Nuclear and Special Bridges BU,

L&T Construction, C/O Larsen and Toubro Limited,

Mount Poonamalee Road, Manapakkam, P.B.N.979,

Chennai- 600089, Tamil Nadu, INDIA.

Phone: +91-44-3319 2905,

Email: pn@intecc.com.

Attention: **Mr.P.Niranjana** (Bidder's Authorised Representative)

Subject: Procurement of Mumbai Trans Harbour Link Project (Package-1) Construction of 10.380km long bridge section (CH 0+000 –CH 10+380) across the Mumbai Bay including Sewri Interchange under Identification No. MMRDA/ENG1/000752

Ref:

1. Your Letter of Technical Bid dated 14.07.2017
2. Your Letter of Price Bid dated 17.07.2017
3. MMRDA Letter No. ED/MTHL/Clarification/Technical points/Pkg-1/10-17 dated 17/10/17
4. L&T- IHI Letter No. B-17-001-T-052 dated 21st October 2017
5. MMRDA Letter No. MTHL/MMRDA/L&T-IHI/Clarification/02/Pkg-1/10-17 dated 27/10/17
6. L&T- IHI Letter No. B-17-001-T-054 dated 27th October 2017

1. This is to notify you that your Bid submitted on 17th July 2017 has been considered for award of the Contract for Package-1 subject to the following:
 - a. All clarifications submitted by you vide your **Letter No.B-17-001-T-052 dated 21st October 2017** are accepted.
 - b. We acknowledge the reduction offered by you in your Accepted Contract Amount vide your Letters dated 21st October 2017 and 27th October 2017, due to the reduction in the GST after the submission of Bid. You have informed that INR 3,803,389,831.00 corresponding reduction in GST form to your bid price at the rate of GST prevailing on 22nd August 2017. All the effects due to the modifications to the GST and/or other Laws after the Base date shall be regulated through the Sub Clause, 13.7- "Adjustment for Changes in Legislation" of the General Conditions of Contract.

--2/-

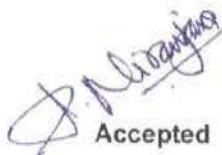
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

OFF : 2659 0080 EPABX : 2659 0001 / 4000 • FAX : 2659 5914 / 2659 1264 • WEB SITE : <http://www.mmrda.maharashtra.gov.in>



-2-

2. Taking into consideration the above points, your Bid submitted on 17th July 2017 for execution of Package-1 of the Mumbai Trans Harbour Link Project, Identification Number: **MMRDA/ENG1/000752** for the Accepted Contract Amount of **INR is 53,148,814,703 (Indian Rupees Fifty Three Billion One Hundred Forty Eight Million Eight Hundred Fourteen Thousand Seven Hundred Three Only) + (plus) USD 263,463,262 (US Dollars Two Hundred Sixty Three Million Four Hundred Sixty Three Thousand Two Hundred Sixty Two only) + (plus) JPY 10,036,370,798 (JPY Ten Billion Thirty Six Million Three Hundred Seventy Thousand Seven Hundred Ninety Eight Only) + (plus) Euro 6,152,336 (Euro Six Million One Hundred Fifty Two Thousand Three Hundred Thirty Six only)** as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Authority. **The equivalent Accepted Contract Amount in INR is 76,372,961,024 (Indian Rupees Seventy Six Billion Three Hundred Seventy Two Million Nine Hundred Sixty One Thousand Twenty Four only) including provisional sum.** This amount shall be subject to the reduction offered by you as contained in para 1 (b) above.
3. You are requested to furnish the Performance Security as soon as possible, but within 28 days after receiving this Letter of Acceptance, in accordance with the Conditions of Contract, using for that purpose the relevant Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents. The performance Security will be in the form of a "Bank guarantee" from a Scheduled Commercial Bank in India in the amount(s) of Five percent (5%) of the Accepted Contract Amount and in the same proportions of the currency(ies) of the Accepted Contract Amount. {Refer Sub-Clause 4.2-Performance Security, Part A-Contract Data, Particular Conditions (PC)}.
4. This Letter of Acceptance is issued in 2 copies (both originals). You are hereby requested to acknowledge the receipt of this Letter of Acceptance by signing one copy and returning the same to the undersigned. This shall confirm the acceptance of the offer and the Terms and Conditions by your Consortium.


Accepted

(Authorized Signatory of L&T-IH Consortium)




(Sanjay Khandare) 17/11/17
Additional Metropolitan Commissioner





MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. ED/MTHL/Clarification/Technical points/Pkg-1/10-17

MTHL(PIU),MMRDA

Date:- 17/10/17

To,

L&T-IHI Consortium,
 Nuclear & Special Bridges BU,
 C/O Larsen & Toubro Limited,
 Mount Poonamalee Road,
 Manapakkam, P.B. No. 979,
 Chennai – 600089,
 Tamil Nadu, India
 Email:- Pn@Lntecc.com

Sub: “Procurement of Mumbai Trans Harbour Link Project (**Package 1**)
 Construction of 10.380 km long bridge section (CH 0+000 –CH
 10+380) across the Mumbai Bay including Sewri Interchange” IFB No.:
 MMRDA/ENG1/000752.

Ref: (i) Technical & Financial Bid Evaluation for the subject work
 (ii) Discussion held in MMRDA office on 16/10/17 at 3.00 PM

Sir,

In view of Technical & Financial Bid Evaluation carried out for the subject work, it is hereby requested to please clarify the following points in respect of your bid submission:-

1. At the time of tender, on base date the GST was 18% and now it has reduced to 12%. In view of this there may be a reduction in the price quoted. Please clarify.
2. Construction schedule is not as per the Employer's Requirement (i.e. as stipulated by way of Addendum). Please refer page 897 to 901 and clarify.
3. Salvage Value under Item No. 304, Schedule-3 for Temporary Works is considered as positive instead of negative. The same may please be clarified.
4. In Method Statement under para 1.1, Introduction (page 735 and all subsequent pages), Consortium name, wrongly mentioned in various places, needs to be corrected.
5. Client's name is wrongly mentioned in Quality Assurance Plan on page 1036. Needs to be corrected.
6. Value of Project mentioned under EHS Management Plan at Page 1220 is different from that you have quoted. Please clarify.
7. Relevant experience for Construction Manager-Substructure is not as per stipulation. Please refer page 1539 to 1542 and clarify.

-----2/-



8. Organization chart (attached at pg 467) is ditto for Package-1 & 3. Please clarify.

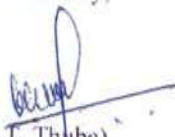
Apart from the above points, you are requested to confirm as follows:-

"We offer to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test and complete the Works of Package-1 of the Project, which include the Sewri Interchange on land on Mumbai side and the adjoining 9.885 km (CH 0+495 km to CH 10+380 km) bridge above sea/creek having typical width of carriageway of approximately 14 m for each way, in strict conformity with the Bidding Documents, if the Contract is awarded to us.

Our Bid Price includes all duties, taxes, and other levies payable by the contractor under the contract, or any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids shall be included in the rates on prices and the total Bid Price submitted by the Bidder. However, for the taxes (like Sales tax/VAT/Excise/Service Tax etc.) which are being replaced by GST, the rates of GST shall be applicable".

Please submit reply/clarification on or before 18/10/17 as discussed during the meeting.

yours faithfully,


(Dr. D.T. Thube)
Chief Engineer,
MTHL (PIU)



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IHI

L&T – IHI CONSORTIUM

Ref: B-17-001-T-052

Dated 21st October 2017

To,
Chief Engineer,
MTHL-PIU
 Engineering Division,
 Mumbai Metropolitan Region Development Authority (MMRDA),
 2nd Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E-Block'
 Bandra-Kurla Complex, Bandra (E), Mumbai
 Maharashtra, INDIA 400 051

Kind Attn:

Subject: "Procurement of Mumbai Trans Harbour Link Project (**Package-1**)-
 Construction of 10.380 km long bridge section (CH 0+000 to CH10+380)
 across the Mumbai Bay including Sewri Interchange" IFB No.:
 MMRDA/ENG1/000752.

Reference: Your letter no. No. ED/MTHL/Clarification/Technical points/Pkg-1/10-17-
 MTHL(PIU), MMRDA dated 17th October 2017

Dear Sir

We are in receipt of your above referred letter seeking clarifications on the points stated therein and our pointwise clarifications are as follows

1. Pursuant to Bid Conditions we have quoted our prices with the Base Date wherein the GST was 18% and now it has reduced to 12% which shall be subjected to GCC 13.7. The corresponding reduction in GST from our Bid Price (Total of Schedule 1 to Schedule 12 only, excluding schedule 13) is **INR. 3,803,389,831/-** (Indian Rupees Three billion Eight hundred Three million Three hundred Eighty Nine thousand Eight hundred Thirty One only). The same can be considered while finalizing the Contract Price. Enclosed the revised Price Schedule considering the above reduction for your kind reference and incorporation in the Contract Agreement.

Further, please note that this new GST rate of 12% is applicable from 22nd August 2017 vide Notification No 20/2017 – Central Tax (Rate) dated 22nd August 2017 and during the currency of Contract this notification date shall be considered as the Base Date for adjustment in Contract Price due to any change in the GST rate. For all other purpose the Base Date shall be considered as per GCC 1.1.3.1

2. We will modify the Construction schedule to comply the Employer's Requirement including relevant Addendum and same will be submitted after award for subject project.
3. We have considered the prices of dismantling and disposal under Item No. 304, Schedule-3 for Temporary Works. As the price of dismantling and disposal being substantial, the overall price towards this item (as per our

Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
 C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979,
 Chennai – 600089 Tamil Nadu, India
 PH : +91-44-3319 2905, Fax: +91-44-3319 2950




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estimation) was arriving positive and hence salvage value have been stated as Positive Amount.

4. In para 1.1, Introduction (page 735 and all subsequent pages) Consortium name now rectified and enclosed as Annexure -A.
5. The Client's name in Quality Assurance Plan on page 1036 now rectified and enclosed as Annexure-B.
6. Value of Project mentioned under EHS Management Plan at Page 1220 is departmental Estimate. The modified page is enclosed as Annexure-C.
7. The overall experience for Construction Manager-Substructure is 22 years with more than 15 years of experience of substructure works. The details are enclosed as Annexure-D.
8. The submitted Organization chart was as per Bid requirement. The detailed Project specific organisation chart will be submitted after award for Package-3.

Further, as desired by MMRDA, we hereby confirm the following:

"We offer to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test, commission and complete the Works of Package-I of the Project, which include the Sewri Interchange on land on Mumbai side and the adjoining 9.885 km (CH 0+495 km to CH 10+380 km) bridge above sea/creek having typical width of carriageway of approximately 14m for each way, in strict conformity with the Bidding Documents, upon award of the Contract to us.

Our Bid Price includes all duties, taxes, and other levies payable by the contractor under the contract, or any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids shall be included in the rates on prices and the total Bid Price submitted by the Bidder. However, for the taxes (like Sales tax/VAT/Excise/Service Tax etc.) which are now replaced by GST, the rates of GST shall be applicable".

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for L&T- IHI Consortium

P Niranjana
Authorised Signatory of L&T-IHI Consortium
Vice President & Head
Nuclear & Special Bridges BU
L& T Construction



Encl.: Annexure -A,B,C,D, Revised Price schedule

Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
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PH : +91-44-3319 2905, Fax: +91-44-3319 2950



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Price Schedule 1 to 12



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P1

Grand Summary

Contract Name: Package-1 of the Project (Construction of a 10.38 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange

IFB No: **MMRDA/ENG/1/000752**

Grand Summary	Local (Ind. Rs)	Amount		
		Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
Schedule No. 1: General Items	1,476,190,326.00	-	146,232,859	-
Schedule No. 2: Contractor's Documents	2,131,421.00	7,436,920	223,984,077	4,306,635
Schedule No. 3: Temporary Works	5,494,116,741.00	12,713,033	-	-
Schedule No. 4: Construction of Foundation Piles and Pile Caps for Piers and Abutments	10,615,307,151.00	13,649,081	-	-
Schedule No. 5: Construction of Piers and Abutments including Pier Caps	7,720,428,358.00	-	-	-
Schedule No. 6: Construction of Concrete Superstructure	13,039,920,988.00	58,810,069	-	-
Schedule No. 7: Fabrication and Erection of Steel Superstructure	5,586,344,874.42	167,907,209	9,134,959,716	1,845,701
Schedule No. 8: Construction of Earthworks	574,019,125.00	-	-	-
Schedule No. 9: Construction of Dolphins and Fenders	1,079,186,440.00	-	-	-
Schedule No. 10: Fabrication and Installation of Bridge Ancillaries	1,116,401,915.00	15,285	531,214,146	-
Schedule No. 11: Construction of Asphalt Pavement	534,416,666.00	-	-	-
Schedule No. 12: Fabrication and Installation of Miscellaneous Items	729,129,002.69	-	-	-
Subtotal of Schedules No. 1 - No. 12: (A)	47,967,592,998,1104	260,430,597	10,036,370,798	6,152,336
Schedule No. 13: Provisional Sums: (B)	1,425,000,000.0	2,300,000.0	-	-
Bid Price: (C=A + B) (Carried forward to Form of Price Bid)	49,392,592,998.1	262,730,596.5	10,036,370,798	6,152,336



Schedule No. 1: General Items

Item No.	Item Description	Unit	Qty	Local (Incl. Rs)	Amount		Foreign (Euro)
					Foreign (US\$)	Foreign (J. Yen)	
101	Performance Security (Section VII GC Sub-Clause 4.2)	sum	1	243,600,427	-	117,305,521	-
102	Insurance for Works (Section VII GC Sub-Clause 18.2)	sum	1	258,950,022	-	-	-
103	Insurance for Contractor's Equipment (Section VII GC Sub-Clause 18.2)	sum	1	48,858,494	-	-	-
104	Insurance against injury to Persons and Damage to Property (Section VII GC Sub-Clause 18.3)	sum	1	58,630,193	-	-	-
105	Insurance for Contractor's Personnel (Section VII GC Sub-Clause 18.4)	sum	1	Included in overhead costs	Included in overhead costs	Included in overhead costs	Included in overhead costs
106	Insurance for Design Liability (Section VIII, PC Sub-Clause 18.5)	sum	1	102,602,839	-	-	-
107	Automobile Liability Insurance (Section VIII, PC Sub-Clause 18.6)	sum	1	19,543,397	-	-	-
108	Allow for DNP Services (Section VII GC Clause 11)	sum	1	9,463,886	-	28,927,338	-
109	Provision and maintenance of health and safety measures during the Time for Completion (Section VII GC Sub-Clause 6.7)	sum	1	101,372,731	-	-	-
110	Provision (construction) of office facilities with furniture and office equipment for the Employer and unfurnished office for the Engineer/General Consultants (Section VII GC Sub-Clause 6.6)	sum	1	485,058,515	-	-	-
111	Maintenance of above office facilities for the Employer during the Time for Completion (Section VII GC Sub-Clause 6.6)	sum	1	51,104,984	-	-	-
112	Removal/clearing of above office facilities for the Employer and for the Engineer (Section VII GC Sub-Clause 6.6)	sum	1	4,731,943	-	-	-
113	Provision and removal of diversion roads (Section VII GC Sub-Clause 4.15)	sum	1	9,463,886	-	-	-
114	Operation and maintenance of diversion roads during the Time for Completion (Section VII GC Sub-Clause 4.15)	sum	1	4,731,943	-	-	-
115	Clearing from Site and Works after Taking-Over (Section VII GC Sub-Clause 4.23)	sum	1	1,419,582	-	-	-
116	Supply of vehicles, boats, etc. for the Employer (Section VII GC Sub-Clause 6.6)	sum	1	51,104,984	-	-	-
117	Operation and maintenance of above vehicles, boats, etc. for the Employer during the Time for Completion (Section VII GC Sub-Clause 6.6)	sum	1	25,552,500	-	-	-
				1,476,190,326	-	146,232,859	-

Total for Price Schedule No. 1
(To be carried forward to Grand Summary)



Schedule No. 2: Contractor's Document

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount		
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
201	Technical Design documents of highway and interchange alignments	sum	1	-	1,309,008	-	-
202	Aesthetic Strategy Report and Desktop Study for Wind Tunnel Test	sum	1	-	13,620	60,470,301	215,332
203	Technical Design documents of earthwork	sum	1	-	71,304	-	-
204	Technical Design documents of foundation	sum	1	-	294,829	-	-
205	Technical Design documents of substructure	sum	1	-	919,737	-	-
206	Technical Design documents of superstructure (concrete)	sum	1	-	2,335,395	-	-
207	Technical Design documents of superstructure (steel)	sum	1	959,139	1,280,261	73,908,145	2,368,649
208	Technical Design documents of dolphins and fenders	sum	1	-	116,169	-	-
209	Technical Design documents of pavement	sum	1	-	57,684	-	-
210	Technical Design documents of bridge ancillaries	sum	1	213,143	384,559	22,396,408	215,332
211	Construction Design documents of earthwork	sum	1	-	8,012	-	-
212	Construction Design documents of foundation	sum	1	-	32,848	-	-
213	Construction Design documents of substructure	sum	1	-	102,550	-	-
214	Construction Design documents of superstructure (concrete)	sum	1	-	129,789	-	-
215	Construction Design documents of superstructure (steel)	sum	1	959,139	142,608	67,189,223	1,507,322
216	Construction Design documents of dolphins	sum	1	-	12,819	-	-
217	Construction Design documents of pavement	sum	1	-	6,410	-	-
218	Construction Design documents of bridge ancillaries	sum	1	-	42,863	-	-
219	Preparation and supply of as-built documents (GC Sub-Clause 5.6)	sum	1	-	175,455	-	-
220	Preparation and supply of Maintenance Manual (Section VII GC Sub-Clause 5.7)	sum	1	-	-	-	-
221	Submission of samples (GC Sub-Clause 7.2)	sum	1	-	-	-	-
222	Tests	sum	1	-	-	-	-
				2,131,421	7,435,920	223,964,077	4,306,635

Total for Price Schedule No. 2
(To be carried forward to Grand Summary)



Schedule No. 3: Temporary Works

Item No.	Item Description	Unit	Qty	Amount		
				Local (Ind. Rs)	Foreign (US\$)	Foreign (Euro)
301	Construction of temporary jetties including materials	sum	1	4,915,690,181	4,946,501	-
302	Casting yards preparation, maintenance and clearing after Contract completion	sum	1	350,652,963	7,766,532	-
303	Removal of temporary jetties	sum	1	167,454,524	-	-
304	Salvage value to Contractor (negative cost)	sum	1	41,863,631	-	-
305	Removal of casting yards	sum	1	14,764,337	-	-
306	Clearing of casting yards	sum	1	3,691,085	-	-
<i>Total for Price Schedule No. 3 (To be carried forward to Grand Summary)</i>				5,494,716,741	12,713,033	-

Item No.	Material/Description	Code	Country of Origin
301	Equipments for Temporary Bridge Piling Works	Not Applicable	Germany/ South Korea/India
302	Casting Yard Equipments	Not Applicable	Italy
301-306	Basic Materials for the Works	IS Code	India



Schedule No. 4: Construction of Foundation Piles and Pier Caps for Pier and Abutments.

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
401	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	614,006,379	-	-	-
402	Ditto: steel liner pipes	sum	1	1,100,009,859	-	-	-
403	Construction of open foundation/Spread foundation/Raft foundation or bridge pier foundation piles and pier caps including geotechnical investigation	sum	1	8,672,815,319	13,549,081	-	-
404	Loading tests and test reports on bridge pier foundation piles	sum	1	141,780,493	-	-	-
405	Construction of abutment foundation piles including geotechnical investigation	sum	1	9,452,032	-	-	-
406	Loading tests and test reports on abutment foundation piles	sum	1	945,203	-	-	-
407	Construction of electrical platform pier foundation piles including geotechnical investigation	sum	1	37,676,329	-	-	-
408	Loading tests and test reports on electrical platform pier foundation piles	sum	1	472,601	-	-	-
409	Construction of emergency rescue station platform pier foundation piles including geotechnical investigation	sum	1	37,676,329	-	-	-
410	Loading tests and test reports on emergency rescue station platform pier foundation piles	sum	1	472,607	-	-	-
				10,615,307,151	13,549,081	-	-
				<i>Total for Price Schedule No. 4 (To be carried forward to Grand Summary)</i>			

Item No.	Material Description	Code	Country of Origin
401	Steel Reinforcing Bars	IS Code	India/China
402	Pile Liners	IS Code	India/China
403	Equipments for Piling Works	as per requirement	Germany/ South Korea/India
404-410	Basic Materials for the Works	IS Code	India



Schedule No. 5: Construction of Pier and Abutments including Pier Caps

Item No.	Item Description	Unit	Qty	Amount			
				Local (Ind. Rs)	Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
501	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	663,426,161	-	-	-
502	Ditto: structural steel shapes	sum	1	224,449,518	-	-	-
503	Ditto: pre-stressing cables	sum	1	949,152	-	-	-
504	Construction of cast-in-situ concrete bridge pier caps	sum	1	348,083,761	-	-	-
505	Construction of cast-in-situ concrete abutment caps	sum	1	3,878,255	-	-	-
506	Construction of cast-in-situ concrete electrical platform pier caps	sum	1	7,756,509	-	-	-
507	Construction of cast-in-situ concrete emergency rescue station platform pier caps	sum	1	7,756,509	-	-	-
508	Construction of cast-in-situ concrete bridge pier and pier caps	sum	1	6,426,218,924	-	-	-
509	Construction of cast-in-situ concrete abutment structures	sum	1	7,756,509	-	-	-
510	Construction of cast-in-situ concrete electrical platform piers and pier caps	sum	1	9,254,145	-	-	-
511	Construction of cast-in-situ concrete emergency rescue station platform piers and pier caps	sum	1	9,254,145	-	-	-
512	Construction of earthwork (backfill, compaction, etc.) and other works for abutments	sum	1	11,634,770	-	-	-
Total for Price Schedule No. 5				7,720,428,358	-	-	-

(To be carried forward to Grand Summary)

Item No	Material/Description	Code	Country of Origin
501	Steel Reinforcing Bars	IS Code	India/China
502	Structural Steel Shapes	IS Code	India/China
503	Prestressing Cables	IS Code/ASTM	India/Japan
504-511	Basic Materials for the Works	IS Code	India



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Schedule No. 6. Construction of Concrete Superstructure

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount		
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
601	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	1,034,696,810	-	-	-
602	Ditto: pre-stressing cables	sum	1	-	58,810,069	-	-
603	Fabrication of precast concrete structural elements for bridges	sum	1	5,607,895,971	-	-	-
604	Transportation and erection of precast concrete structural elements for bridges	sum	1	6,196,183,772	-	-	-
605	Construction of cast-in-situ concrete bridge structures	sum	1	176,045,937	-	-	-
606	Construction of cast-in-situ concrete electrical platform structures	sum	1	12,549,249	-	-	-
607	Construction of cast-in-situ/precast concrete emergency rescue station structures	sum	1	12,549,249	-	-	-
				13,039,920,988	58,810,069	-	-

Total for Price Schedule No. 6
(To be carried forward to Grand Summary)

Item No.	Material/Description	Code	Country of Origin
601	Steel Reinforcing Bars	IS Code	India/China
602	Prestressing Cables	IS Code/ASTM	India/Japan/China
603	Equipments and Moulds for Precasting Works	Not Applicable	Italy/India
605-607	Basic Materials for the Works	IS Code	India



Schedule No. 7 Fabrication and Erection of Steel Superstructure

Item No.	Item Description	Unit	Qty.	Local (Ind. Rs.)	Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
701	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i): structural steel materials	sum	1	826,923,682	-	-	-
702	Fabrication of steel structural elements for bridges	sum	1	3,639,506,563	124,871,730	9,134,959,716	1,845,701
703	Fabrication of steel structural elements for others	sum	1	-	-	-	-
704	Transportation to and erection at the Site of fabricated steel structural elements for bridges	sum	1	1,119,914,729	27,146,068	-	-
705	Transportation to and erection at the Site of fabricated steel structural elements for others	sum	1	-	-	-	-
706	Surface anti-corrosion coating of erected steel structure for bridges	sum	1	-	15,889,411	-	-
707	Surface anti-corrosion coating of erected steel structure for others	sum	1	-	-	-	-
				5,586,343,874.414	167,907,209	9,154,959,716	1,845,701
Total for Price Schedule No. 7 (To be carried forward to Grand Summary)							

Item No.	Material/Description	Code	Country of Origin
702	Equipments and Materials for Fabrication Works	as per applicable code	Japan/ India
702	Equipments and Materials for Transportation & Erection Works	as per applicable code	India/ Japan
706	Paint Material	as per applicable code	Japan/ India



Schedule No. 8: Construction of Earthworks

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount		
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
801	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars for retaining walls, etc.	sum	1	231,009,681	-	-	-
802	Construction of reinforced concrete retaining walls	sum	1	85,947,660	-	-	-
803	Construction of earthwork (fill, compaction, etc.)	sum	1	257,061,784	-	-	-
Total for Price Schedule No. 8				574,019,125			
<i>(To be carried forward to Grand Summary)</i>							

Item No.	Material/Description	Code	Country of Origin
801	Steel Reinforcing Bars	IS Code	India/China
802-803	Basic Materials for the Works	IS Code	India



Schedule No. 9: Construction of Dolphins and Fenders

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount		
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
901	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	-	-	-	-
902	Ditto: steel liner pipes	sum	1	-	-	-	-
903	Construction of dolphin foundation piles including geotechnical investigation	sum	1	-	-	-	-
904	Loading tests and test reports on dolphin foundation piles	sum	1	-	-	-	-
905	Construction of concrete structure	sum	1	-	-	-	-
906	Fenders including Materials	sum	1	1,079,186,440	-	-	-
				1,079,186,440	-	-	-

Total for Price Schedule No. 9
(To be carried forward to Grand Summary)

Item No.	Material/Description	Code	Country of Origin
902	Pile Liners	IS Code	India/China
903	Equipments for Piling Works	as per requirement	Germany/ South Korea/India
906	Fender Material	as per applicable codes	India



Schedule No. 10: Fabrication and Installation of Bridge Ancillaries

Item No.	Item Description	Unit	Qty	Local (Ind. Rs.)	Amount		
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
1001	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): bridge bearings (shoes)	sum	1	505,892.629	15,285	531,214,146	-
1002	Ditto: expansion joints	sum	1	134,802.319	-	-	-
1003	Installation of bridge bearings (shoes)	sum	1	56,210.292	-	-	-
1004	Installation of expansion joints	sum	1	14,978.035	-	-	-
1005	Crash barriers including Materials	sum	1	237,893.597	-	-	-
1006	Deck waterproofing including Materials	sum	1	166,625.043	-	-	-
<i>Total for Price Schedule No. 10</i>				1,116,401,915	15,285	531,214,146	-
<i>(To be carried forward to Grand Summary)</i>							

Item No.	Material/Description	Code	Country of Origin
1001	Bridge Bearings for Concrete Bridge	IS Codes	India/ South Korea/ Italy
1001	Bridge Bearings for Steel Bridge	JIS Codes	Japan/ India
1005	Equipment and Materials for Crash Barrier	as per applicable IS code	India



Schedule No. 11: Construction of Asphalt Pavement

Item No.	Item Description	Unit	Qty	Amount			
				Local (Ind. Rs)	Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
1101	Asphalt pavement including Materials	sum	1	534,416,656	-	-	-
<i>Total for Price Schedule No. 11 (To be carried forward to Grand Summary)</i>				534,416,656			

Item No.	Material/Description	Code	Country of Origin
1101	Equipment and Materials for Asphalt Works	as per applicable code	India/UK



Schedule No. 12: Fabrication and Installation of Miscellaneous Items

Item No.	Item Description	Unit	Qty	Amount			
				Local (Ind. Rs)	Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
1201	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): noise barriers	sum	1	320,303,013	-	-	-
1202	Ditto: view barriers	sum	1	219,030,737	-	-	-
1203	Installation of noise barriers	sum	1	20,934,837	-	-	-
1204	Installation of view barriers	sum	1	14,315,734	-	-	-
1205	Safety fences including Materials	sum	1	6,677,982	-	-	-
1206	Drainage facility including Materials	sum	1	81,674,807	-	-	-
1207	Kerbs including Materials	-	-	-	-	-	-
1208	Road furniture including Materials	sum	1	9,464,623	-	-	-
1209	Pavement marking including Materials	sum	1	9,404,151	-	-	-
1210	Road signage including Materials	sum	1	9,464,623	-	-	-
1211	Gantry/overhang (cantilever)-type signage support structures including Materials	sum	1	9,464,623	-	-	-
1212	Median openings including Materials	sum	1	18,929,246	-	-	-
1213	Traffic signals including Materials and testing	sum	1	9,464,627	-	-	-
1214	Restoration of removed items	sum	1	-	-	-	-
1215	Other miscellaneous items including Materials and testing as required	sum	1	-	-	-	-
				729,129,003			

Total for Price Schedule No. 12
(To be carried forward to Grand Summary)

Item No	Material/Description	Code	Country of Origin
1201	Noise Barriers	IS Codes	India
1202	View Barriers	IS Codes	India
1205	Safety Fences	IS Codes	India
1206-1213	Material and Installation	IS Codes	India



Annexure-A





Method Statement

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- 6.1. Applicable Standards and Specifications

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Method Statement

1. GENERAL

1.1. Introduction

We, Larsen & Toubro Limited and IHI Infrastructure Systems Co., Ltd. Consortium (L&T-IHI Consortium) have established this "Quality Assurance and Quality Control (QA/QC) Plan for Fabrication of Steel Structure" for The Construction of Mumbai Trans Harbour Link Project (MTHL), Package-01. This document describes and designates the Quality Assurance (QA) and Quality Control (QC) procedure by L&T-IHI Consortium including the Fabricator for all operations of the material procurement and the fabrication works of steel structures of Mumbai Trans Harbour Link Project (MTHL), Package-01.

1.2. References

This plan is prepared with reference to the following documents and standards:

- (1) Contract Documents - General Specification: Steel box girder for fabrication method.
- (2) "Specifications for Highway Bridges" issued by Japan Road Association, (JRA-2002).
- (3) Project Quality Assurance Plan (PQAP) and Project Quality Control Plan (PQCP)
- (4) Fabrication Quality Management Systems and ISO 9001: Standard.

In case of conflicts between the above references, the Project Specifications shall prevail.





Method Statement

2. OBJECTIVES

2.1. Purpose

The purpose of this plan describes to meet the requirements in accordance with the Contract Document by the L&T-IHI Consortium and the Fabricator for fabrication of below scope and providing consistent high quality products in accordance with Project Specification, approved drawing and compliance with Project Quality Control Plan (PQCP) and Project Quality Assurance Plan (PQAP).

2.2. Scope

L&T-IHI Consortium is in charge of fabrication of steel structures (Steel box girder with steel deck) for Mumbai Trans Harbour Link Project (MTHL), Package-01.

This plan is applicable in conducting all the specified quality control activities and inspection by the Engineer.

This document designates the Quality Assurance (QA) and Quality Control (QC) procedures by L&T-IHI Consortium including the Fabricator for material procurement and the scope of fabrication works.

3. QUALITY POLICY

L&T-IHI Consortium shall consistently provide the products and services that meet or exceed the requirements and the expectations of the Employer. L&T-IHI Consortium shall actively pursue quality improvements through programs that enable each employee and subcontractor to do their job.

The management of L&T-IHI Consortium is committed to maintain a quality management system that provides a means of monitoring and measuring our processes and performance, providing a frame work for communication,





Method Statement

Project:	Mumbai Trans Harbour Link (MTHL) Project (Package-01),
The Employer:	Mumbai Metropolitan Region Development Authority, the Government of the Republic of India.
The Engineer:	The xx Consultants for Mumbai Trans Harbour Link (MTHL) Project (Package-01).
L&T:	Larsen & Toubro Limited
IHI:	IHI Infrastructure Systems Co., Ltd.
Contractor:	Larsen & Toubro Limited and IHI Infrastructure Systems Co., Ltd. Consortium (L&T-IHI Consortium).
Contract:	The Contract Agreement and any further documents listed in the Contract Agreement entered into by and between XXXX and L&T-IHI Consortium.
Specifications:	The documents that describe all requirements to be achieved during execution of the contract and applicable to each relevant work phases during the contract period. These specifications comprise several documents which are part of the contract.
Site:	The places where the permanent works are to be executed and to which plant and materials are to be delivered and any other places as may be specified in the Contract as forming part of the Site.
Work or Works:	The Permanent works and Temporary works or either of them as appropriate.
Fabricator:	Subcontractor for fabrication of steel structures.





Method Statement

4.2. Organization Chart of L&T-IHI Consortium

- The Fabrication and QC department of L&T-IHI Consortium shall mainly manage all fabrication activities including but not limited to the material procurement, quality, schedule, progress control and safety with the organization as shown in the Figure 3.2.1-2 in the Method Statement.

4.3. Duties, Responsibilities and Authorities of Key Personnel

- L&T-IHI Consortium shall be responsible for implementation of Quality Assurance and Quality Control (QA/QC) activities for subjected fabrication of steel structure products and delivery to construction site in compliance with relevant specifications and approved drawings. The Employer shall reserve the right to attend specified or subject to required inspection and review records carried out by the Contractor.

4.3.1. Project Manager

- Project Manager shall be responsible for all aspects of the fabrication activities, from the submission of all required documents, and the selection of the manufacturers/suppliers and the fabricators, to ensure it is completed in accordance with the specifications, to a high quality and safely, within the specified Contract duration and budget. These include the proper staffing, the financial support, the safety provisions and the management support for the necessary actions to be taken.
- The responsibilities and the duties of Project Manager include:
 - Delegation and authorization of specific responsibilities and duties to all fabrication management staffs, and to ensure such functions are carried out.





Method Statement

5. QUALITY ASSURANCE BY L&T-IHI Consortium

5.1. Supplier Approval Procedure

- L&T-IHI Consortium before placing any order of materials or products for permanent structure, shall submit for approval a complete description and catalogue of such items and the names of the proposed suppliers. When so directed by the Employer and/or the Engineer, the Contractor will submit samples and certificates.

5.2. Material Procurement and Control Procedure

- All steel raw materials will be ordered at the earliest possible time in consultation with suppliers and according to the fabrication priorities. The orders shall be submitted to the suppliers with the name of the Project for which the steel is to be used and nature of material details. The related details of purchase order prepared by L&T-IHI Consortium shall be maintained at the L&T-IHI Consortium office.

5.3. Material Approval Procedure

- Prior to use of steel materials for fabrication, the Contractor shall submit two (2) copies of the Manufacturer's certificates for the Employer's and/or the Engineer's approval.
 - Mill test certificates for structural steel
 - Inspection record include manufacturer test reports for stud, bolts, nuts and washers
 - Manufacturer certificate for welding consumable material
- Prior to commencement of paint work, L&T-IHI Consortium shall submit material samples, technical data for the Employer's and/or the Engineer's approval.





Method Statement

5.4. Internal Inspection by L&T-IHI Consortium

- L&T-IHI Consortium or the Fabricator shall be present at the inspections of materials, including but not limited to raw steel material, bolts, nuts, washers and welding consumable material, as required. QC Engineer and/or Inspector shall review all the inspection records of materials and shall confirm the quality and the performance of materials.
- When the supply of steel materials is planned from more than two suppliers and with different delivery time, material inspection shall be carried out with the following basic procedure.
 - Internal inspection shall be carried out by L&T-IHI Consortium for each delivery lot at manufacture place.
 - Above inspection shall be conducted to include record review, witness sampling test to confirm chemical components, mechanical properties, dimensional, visual checking as per relevant test standards and compliance with material specification for each material described in material inspection.
 - L&T-IHI Consortium or the Fabricator shall collect/keep the manufacturer's certificates, including but not limited to the performance test results, the authorized specification and the manufacturer's information, and shall be maintained or submitted for the Employer's and/or the Engineer's review in accordance with the Contract Specifications.

(Material Receiving Inspection shall be carried out for each delivery at fabrication factory and the quantity and appearance will be verified and recorded).





Method Statement

5.5. Notice of Inspection and Record submittal

- The Contractor shall submit written notice in advance to the Employer and/or the Engineer for Off Site works preparation or manufacture place for steel material, paint material of any prefabricated units or parts of units used for permanent structure. Notice of inspection will state the place, time of preparation or inspection, and procedure for inspection.

5.6. Inspection Program

- L&T-IHI Consortium and/or the Fabricator shall himself inspect all materials and shop work to determine that the requirements of the drawings and the specifications are met and that the works are carried out in a first class and workmanlike manner.
- Inspections by the Engineer and/or the Inspectors shall be performed as shown in Table-1 as minimum.
- Accessories and other completed products shall be inspected by L&T-IHI Consortium as directed by the Employer and/or the Engineer. However, at each fabrication stages, those items shall be inspected by L&T-IHI Consortium, and related inspection report shall be maintained or submitted for the Employer's and/or the Engineer's and/or the Inspectors' review at completed product inspection.
- The Contractor and/or the Fabricator shall provide the necessary assistance, labor, materials, electricity, fuel, stores, apparatuses, instruments and other materials required to ensure that all the testing and inspection by the Employer and/or the Engineer, the Inspectors or the Inspection Authority can be carried out efficiently.

Table-1: Type of Inspection and Frequencies




Method Statement

No.	Type of Inspection	Tentative Composition of Inspectors	Tentative Number of Trips
			Fabrication factory
1)	Inspection prior to first fabrication for QC/QA auditing	The Engineer and One Inspector	1 ^{a)}
2)	Welding test for fabrication of steel box girder		1 ^{b)}
3)	Fabrication of steel box girder		1 time/Bridge ^{c)}
4)	Trial assemblage of box girder		
5)	Shop painting of girder		1 time/Bridge ^{d)}

Note: ^{a)} Inspection for QC/QA auditing at fabrication factory may be arranged in the same time.

^{b)} Inspection for Welding Test at fabrication factory may be arranged in the same time.

^{c)} The inspection lot will be established bridge by bridge and it won't be more than 3,500 ton.

^{d)} Paint inspection will be carried out bridge by bridge and it may be arranged in the same time of Fabrication and Trial assembly inspection for another bridge.

5.7. Improvement of Quality

- L&T-IHI Consortium shall manage these processes in accordance with the requirements of ISO 9001.
- When L&T-IHI Consortium chooses to outsource any process that affects product conformity to requirements, L&T-IHI Consortium shall ensure to control





Method Statement

Item No.	Description	Referred standards	Contractor's Confirmation	Remarks
22	Painting Application, Inspection	Contract Spec & JRA	Contract Spec & Manufacturer Standards	

Legend;

JSS : Japanese Society of Steel Construction

JSNDI : The Japanese Society for Non-Destructive Inspection

JWES : The Japan Welding Engineering Society

7. QUALITY CONTROL

7.1. Fabrication flow

- The work flow for the fabrication of steel structures such as steel box girder with steel deck and accessories shall be referred to the **Figure 3.2.1-3: Fabrication flow chart** in this Method statement.
- L&T-IHI Consortium and the Fabricator shall perform the proper inspections in each fabrication activity to meet or exceed the requirements and expectations of the Employer.

7.2. Inspection and Testing

7.2.1. Inspection flow

- Figure-2 below shows the Inspection Flow and Table-3 describes the inspection items during the fabrication of steel box girder. The Contractor and Fabricator will perform the relevant inspections in each fabrication activity to meet or exceed the requirements and expectations of the Employer.



Method Statement

is impracticable, those paint materials shall not be used.

(6) Other materials and accessories

- Other materials and accessories such as rubbers, plastics, adhesives, lubricants and miscellaneous parts shall meet the requirements in the design. The acceptability shall be verified with the material reports.

7.2.3.2. Welding Inspection

- The Quality Control of welds shall correspond to the specifications. L&T-IHI Consortium shall perform Welding Procedure Qualification Test for certain welding process and position to be applied in the structure except for the miscellaneous metal. The result of the test shall be approved by the Employer and/or the Engineer prior to execution of the welding works and the following are to be confirmed.
 - "Welding Procedure Qualification Test" shall be conducted and made from working positions corresponding to the actual working position during fabrication in accordance with JRA.
 - Qualification for Welder and welding operator are in accordance with JRA and qualification shall be provided for the Employer's and/or the Engineer's review.
 - Welding works shall be performed by qualified welder or welding operators.
 - All welds shall be inspected before painting. The weld seams shall correspond to design, shape and size and shall not have any defects such as cracks, incomplete penetration, fusion, undercuts, rough surfaces, burrs, blow holes and porosity, etc.
 - The welds that NDT is required by the Specification shall be inspected by the specified way. Detail of NDT procedure and location subjected to NDT shall be in accordance with the related specification.
 - The NDT personnel shall be qualified in accordance with JIS Z2305 or another standard which can be considered equivalent.





Mumbai Trans Harbour Link Project (Package-01)
IFB No: MMIRDA/ENG/1/000752

Method Statement

PRELIMINARY INSPECTION AND TESTING PLAN FOR FABRICATION OF STEEL STRUCTURES

S.N.	Testing / Inspection Items	Description (properties to be tested)	Specification	Inspection and Test Method	Acceptable Criteria	Item : Steel Box Girder with Steel Deck and Accessories				ITP-MTHL-Steel-Fab(Spec No.)	Remarks	
						JV	En g.	Em p.	R			Testing Location
6.1	Check of loading and lashing condition on the ship.	Visual Inspection		Method Statement and Quality Control Plan	No damage	I	R	R	Port of charge	Every Shipping	Photograph, shipping report	
<p>Legend:</p> <p>S/C: Supplier / Subcontractor JV: Contractor (L&T-IHI Consortium) Eng: The Engineer Emp: Employer H: Hold Point I: Inspection F: Inspection by the Engineer (optional or minimum frequencies) R: Document Review</p>												
						Name		Address				
						(To be confirmed later)		(To be confirmed later)				



Annexure-B





Quality Assurance Plan

Controlled copy: Latest copy issued to users by Master Copy Holder with a control.

Corrective Action: An activity, the intention of which is to return the non-conforming item or action to a stage of conformity. It also covers the action taken to prevent further recurrences of non-conformity.

Customer: MMRDA

Client/Customer Representative: Project in charge of the customer.

External Provider: Any person, firm or Company appointed by the customer directly or through L&T-IHI Consortium to provide service in the execution of the project.

Hold Point: Witness is mandatory before proceeding to further activities. The activity shall be kept under hold till inspection clearance or written waiver is obtained from the agency responsible for this stage.

Inspection: Activities such as Measuring, Examining, Testing, Gauging one or more characteristics of a material, documented information, product or service and comparing this with the specified requirements.

Master copy: Original / first copy received or generated at site

Quality: Degree to which a set of inherent characteristics fulfils requirements.

Quality Assurance: Part of Quality Management focused on providing confidence that Quality requirements will be fulfilled.

QAP: Quality Assurance Plan also means QPs (Quality Plans) mentioned in contract document. The term ITP (Inspection Test Plan) is also used interchangeably with QP/QAP in this PQP.

Quality Control: Part of Quality Management focused on fulfilling Quality requirements.

Project Quality Plan: An apex level document at project site specifying which documented information and associated resources shall be applied by whom and when to a specific project, product, process or contract.

Organization Representative: Project in-charge of the contract for L&T-IHI Consortium.

Procedure: Specified way to carry out an activity or a process.

Project In-Charge: Project head designated by L&T-IHI Consortium (Also called as Project Director)



Annexure-C





EHS Management Plan

Note 1: Detailed EHS plan shall be submitted within 28 days of work commencement as per the Appendix 5 of Employer's requirements. The detailed EHS plan shall be based on JICA's Guidance for management of safety for construction work.

Note 2: The detailed EHS Plan and procedures shall be reviewed on a continuous basis and revised in accordance with activities and experiences on the Site as per the Appendix 5 of Employer's requirements. Such revision from time to time shall enhance the standards of environment, health and safety being implemented on the Site.

2. PROJECT HIGHLIGHTS

- | | |
|----------------------------------|--|
| a. Name/ Identity of the project | : Mumbai Trans Harbour Link Project – Package 1 |
| b. Client | : Mumbai Metropolitan Region Development Authority |
| c. Client Consultant | : AECOM – PADECO - DAR AL HANDSAH - TY LIN |
| d. Contract Type | : Design and Build |
| e. Duration | : 54 months |
| f. Department Estimate | : INR 6,600 Crores |
| g. Project Location | : Mumbai |
| h. Overall Scope of work | : Package-1 (Construction of a 10.380 km long bridge Section (CH 0+000 - CH 10+380) Across the Mumbai Bay including Sewri Interchange) of the Mumbai Trans Harbour Link Project. |



Annexure-D





Mumbai Trans Harbour Link Project (Package-1)

IFB No: MMRDA/ENG1/000752

1539

Form PER - 2: Resume of Proposed Personnel

Date: 17, July, 2017

Bidder's Legal Name: L&T-IHI Consortium

Joint Venture Party Legal Name: Larsen and Toubro

Limited IFP No.: MMRDA/ENG1/000752

Page 01 of 04 pages

Name of Bidder: L&T-IHI Consortium

Position: Construction Manager Substructures

Personnel information	Name: Amritosh Kumar Jha	Date of birth: 01/12/1972
	Final Education: B.Sc. Engg Civil	
	Professional qualifications: B.Sc. Engg Civil	
	Name of employer: Larsen & Toubro Limited	
Present employment	Address of employer:	
	L&T Construction TC3 Building, Tower A, 4 th floor, Mount Poonamallee Road, Manapakkam, Chennai 600 089 India	
	Telephone: 044-3319 3126	Contact name and title: K R Ravi, VP & Head – HR (HCI IC)
	Fax: 044-3319 2950	E-mail: krravi@Intecc.com
	Job title: Construction Manager	Years with present employer 7 months





Mumbai Trans Harbour Link Project (Package-1)

1540

IFB No: MMRDA/ENG1/000752

Form PER - 2: Resume of Proposed Personnel

From	To	Company / Project / Position / Outline of the Project / Relevant Technical and Management Experience
Jan 2017	Till Date	Company: M/S L&T Construction Project: Rupsha River Railway Bridge Project, Bangladesh Position: Construction Manager Relevant Technical and Management Experience: <ul style="list-style-type: none"> Incharge for construction Steel bridge. (including substructure works)
Jul 2015	Dec 2016	Company: M/S Simplex Infrastructures Ltd. Project: Fly overs Project, Pune. Position: Project Manager Relevant Technical and Management Experience: <ul style="list-style-type: none"> Leading a group of staffs for implementation of proper planning, progress and quality control with safety, coordinating meetings with clients/consultants/ design consultants etc. (including substructure works)
Jun 2014	Jun 2015	Company: M/S Isolux Corsan Inc. Project: Mundka – Bahadurgarh section of DMRC (CC 47). Position: Manager Relevant Technical and Management Experience: <ul style="list-style-type: none"> Piling and erection. (including substructure works)
Apr 2013	Mar 2014	Company: MEGA Ltd. (A Govt. of Gujarat undertaking) Project: Ahmedabad Metro Rail Project. Position: Sr. Manager Relevant Technical and Management Experience: <ul style="list-style-type: none"> Diaphragm wall. (including substructure works)
May 2008	Mar 2013	Company: M/S Simplex Infrastructures Ltd. Project: Mumbai Metro Rail Project, Phase-1 Position: Project Manager





Mumbai Trans Harbour Link Project (Package-1)

IFB No: MMRDA/ENG1/000752

1541

Form PER - 2: Resume of Proposed Personnel

From	To	Company / Project / Position / Outline of the Project / Relevant Technical and Management Experience
		<p>Relevant Technical and Management Experience:</p> <ul style="list-style-type: none"> Ensuring the progress and quality of the project work on daily basis with safety, coordinating general consultants and employer by attending review meetings. (including substructure works)
Sep 2006	Apr 2008	<p>Company: M/S Stanley Consultants Ltd.</p> <p>Project: East-West Corridor Project-Rehabilitation and Upgrading of Bhiladi - Jetpur Road section of NH-8B (km. 52.5 to km.117)</p> <p>Position: Bridge Engineer.</p> <p>Relevant Technical and Management Experience:</p> <ul style="list-style-type: none"> Well foundation, continuous deck slab.
Apr 2001	Aug 2006	<p>Company: M/S Intercontinental Consultants & Technocrats (ICT) Pvt. Ltd.</p> <p>Project:</p> <ul style="list-style-type: none"> Widening and strengthening of Rajkot – Jamnagar Section of SH-25 from km 3 to km 63, package no. GSHP3 & GSHP 3A, Gujarat. Strengthening & Widening of Betul - Paratwara section of SH- 43 and Multai - Chhindwara section of SH-26 (Package-II), MP. <p>Position: Field Engineer/ Assistant Resident Engineer.</p> <p>Relevant Technical and Management Experience:</p> <ul style="list-style-type: none"> Erection, Stressing.
Jul 1997	Mar 2001	<p>Company: M/S. Villayati Ram Mittal, New Delhi</p> <p>Project:</p> <ul style="list-style-type: none"> Construction of fly overs in Mumbai.





Mumbai Trans Harbour Link Project (Package-1)

IFB No: MMRDA/ENG1/000752

1542

Form PER - 2: Resume of Proposed Personnel

From	To	Company / Project / Position / Outline of the Project / Relevant Technical and Management Experience
		<ul style="list-style-type: none"> East-West Corridor Project-Rehabilitation and Upgrading of Lucknow - Kanpur Section of NH-25 in U.P (km 11.380 to km 21.800), Contract Package-EW-2. <p>Position: Senior Engineer.</p> <p>Relevant Technical and Management Experience:</p> <ul style="list-style-type: none"> Structural and civil works. (including substructure works)
Jun 1995	Jun 1997	<p>Company: M/S K. N. Narsaria, Gumla, Bihar.</p> <p>Project: Bihar plateau development project –packages 11a &52,</p> <p>Position: Site Engineer.</p> <p>Relevant Technical and Management Experience:</p> <ul style="list-style-type: none"> Structural and civil works. (including substructure works)





MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. MTHL/ MMRDA/L&T-IHI/Clarification/02/Pkg-1/10-17

MTHL(PIU),MMRDA
 Date: 27th October 2017

To,
L&T-IHI Consortium,
 Nuclear & Special Bridge BU,
 C/O Larsen & Toubro Limited,
 Mount Poonamalee Road,
 Manapakkam-600089,
 Tamil Nadu, India
 Email: -Pn@Lntecc.com

Sub: Procurement of Mumbai Trans Harbour Link Project (Package 1) Construction of 10.380 km long bridge section (CH 0+000 –CH 10+380) across the Mumbai Bay including Sewri Interchange. IFB No.: MMRDA/ENG1/000752

Ref: 1. This office letter No. ED/MTHL/Clarification/Technical points/Pkg-1/10-17 dated 17/10/17
 2. Your letter No. B-17-001-T-052 dated 21/10/2017.

Sir,

1. With reference to your letter dated 21/10/2017, you have submitted response on various points on which this office has sought clarifications.
2. It is noted that you have considered GST of 18% on turnover in your bid as prevalent on the Base date and have offered a reduction from your Bid Price an amount of INR 3,803,389,831/- (Indian Rupees Three Billion Eight Hundred Three Million Three Hundred Eighty Nine Thousand Eight Hundred and Thirty One only), which is 6% of the Bid Price. This is due to the changes in the Government Tariff from 18% to 12% as on 22nd August 2017 vide Notification No. 20/2017-Central Tax (Rate) dated 22nd August, 2017.
3. This being an Integrated Composite Works Contract and the GST being applied on the overall turnover, the reduction is to be effected on all Items of the Schedules (Schedules 1 to 12), distributed uniformly both in Local Currency Components and Foreign Currency Components. However, you have not offered composite uniform reduction on account of GST at the rate of 6% on different items of the Schedules including Foreign Currency Component.
4. We shall only accept composite reduction on account of GST at the rate of 6% on all items of Schedule 1 to 12 and for all currencies therein uniformly.
5. Kindly resubmit all the Schedules (Schedules 1 to 12) effecting a reduction of 6% towards GST, distributed uniformly on all Items of the Schedules (1 to 12).

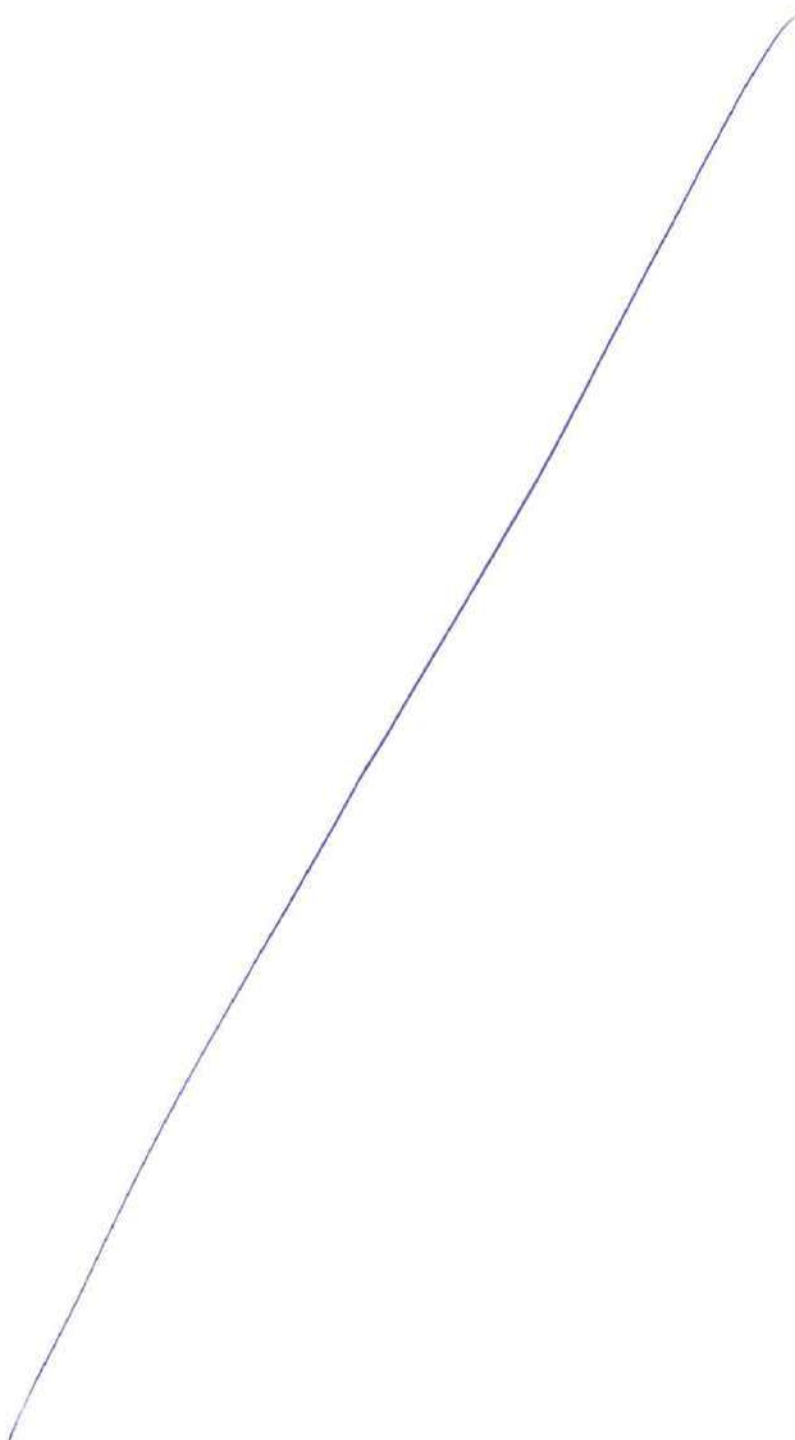
Yours faithfully,


 (Dr. D.T. Thube)
 Chief Engineer,
 MTHL (PIU)

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX : 2659 4000 • FAX : 2659 1264 • WEB SITE : <http://www.mmrda.mumbai.org>







IHI

L&T – IHI CONSORTIUM

Ref: B-17-001-T-054

Dated 27th October 2017

To,

**Chief Engineer,
MTHL-PIU**

Engineering Division,
Mumbai Metropolitan Region Development Authority (MMRDA),
2nd Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E-Block'
Bandra-Kurla Complex, Bandra (E), Mumbai
Maharashtra, INDIA 400 051

Kind Attn:

Subject: Procurement of Mumbai Trans Harbour Link Project (Package-1)-Construction of 10.380 km long bridge section (CH 0+000 to CH10+380) across the Mumbai Bay including Sewri Interchange. IFB No.: MMRDA/ENG1/000752.

Reference: Your letter no. MTHL/MMRDA/L&T-IHI/Clarification/02/Pkg-1/10-17 MTHL(PIU), MMRDA dated 27th October 2017

Dear Sir

We are in receipt of your above referred letter seeking clarifications on the points stated therein.

Please note that, we have submitted our Bid by considering the GST amount in Local Currency (Indian Rupees). Accordingly we had submitted the revised Price Schedule vide our letter no B-17-001-T-052 dated 21.10.2017 by adjusting the GST reduction in Local Currency.

However as requested by you we are hereby submitting the revised Price Schedules (Schedule 1 to 12) effecting the reduction of GST from 18% to 12%, distributed uniformly on all items of the schedules (Schedule 1 to 12) in all currencies as annexure A.

Further, please note that this new GST rate of 12% is applicable from 22nd August 2017 vide Notification No 20/2017 – Central Tax (Rate) dated 22nd August 2017 and during the currency of Contract this notification date shall be considered as the Base Date for adjustment in Contract Price due to any change in the GST rate. For all other purpose the Base Date shall be considered as per GCC 1.1.3.1

Thanking you and assuring you of our best services at all times.

Yours faithfully,
for L&T- IHI Consortium

P. Niranjana
P Niranjana
Authorised Signatory of L&T-IHI Consortium
Vice President & Head
Nuclear & Special Bridges BU
L& T Construction
Encl.: Annexure A - revised Price Schedules



Address: L&T – IHI Consortium, Nuclear and Special Bridges BU, L&T Construction,
C/O Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.N. 979,
Chennai – 600089 Tamil Nadu, India
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Annexure A – revised Price Schedules



Amounts Payable for Respective Price Schedule

Contract Name: Package-1 of the Project (Construction of a 10.38 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange

IFB No: **MMRDA/ENG1/000752**

Description of Price Schedule	Limits expected by Employer (% of Accepted Contract Amount)	Percentages proposed by Bidder (% of (A) in Grand Summary)
Schedule No. 1: General Items	1.8 to 2.2	2.199
Schedule No. 2: Contractor's Documents	1.1 to 1.3	1.295
Schedule No. 3: Temporary Works	7.3 to 8.9	8.891
Schedule No. 4: Construction of Foundation Piles and Pile Caps for Piers and Abutments	13.2 to 16.2	16.180
Schedule No. 5: Construction of Piers and Abutments including Pier Caps	8.9 to 10.9	10.874
Schedule No. 6: Construction of Concrete Superstructure	21.2 to 26.0	23.700
Schedule No. 7: Fabrication and Erection of Steel Superstructure	30.6 to 37.4	30.742
Schedule No. 8: Construction of Earthworks	0.8 to 1.0	0.809
Schedule No. 9: Construction of Dolphins and Fenders	1.5 to 1.9	1.520
Schedule No. 10: Fabrication and Installation of Bridge Ancillaries	1.9 to 2.3	2.008
Schedule No. 11: Construction of Asphalt Pavement	0.6 to 0.8	0.753
Schedule No. 12: Fabrication and Installation of Miscellaneous Items	1.0 to 1.2	1.030
Total		100



Grand Summary

Contract Name: Package-1 of the Project (Construction of a 10.38 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange

IFB No: MMRDA/ENG1/000752

Grand Summary	Amount			
	Local (Ind. Rs)	Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
Schedule No. 1: General Items	1,480,501,551.00	-	138,797,289.90	-
Schedule No. 2: Contractor's Documents	2,023,041.00	7,753,233.30	212,576,073.00	4,087,653.50
Schedule No. 3: Temporary Works	5,535,732,834.00	12,066,607.60	-	-
Schedule No. 4: Construction of Foundation Piles and Abutments including Piers and Abutments	10,659,660,045.00	12,860,144.70	-	-
Schedule No. 5: Construction of Piers and Abutments including Pier Caps	7,720,428,360.00	-	-	-
Schedule No. 6: Construction of Concrete Superstructure	13,232,435,652.00	55,819,726.50	-	-
Schedule No. 7: Fabrication and Erection of Steel Superstructure	6,412,071,870.00	159,369,554.30	8,670,470,238.90	1,751,851.80
Schedule No. 8: Construction of Earthworks	574,019,125.00	-	-	-
Schedule No. 9: Construction of Dolphins and Fenders	1,079,186,441.00	-	-	-
Schedule No. 10: Fabrication and Installation of Bridge Ancillaries	1,132,113,159.00	14,507.80	504,203,257.20	-
Schedule No. 11: Construction of Asphalt Pavement	534,416,656.00	-	-	-
Schedule No. 12: Fabrication and Installation of Miscellaneous Items	731,201,490.00	-	-	-
Subtotal of Schedules No. 1 - No. 12: (A)	49,093,790,224.00	247,883,774.20	9,526,046,859.00	5,839,505.30
Schedule No. 13: Provisional Sums: (B)	1,425,000,000.00	2,300,000.00	-	-
Bid Price: (C=A + B) (Carried forward to Form of Price Bid)	50,518,790,224.00	250,183,774.20	9,526,046,859.00	5,839,505.30



Schedule No. 1 - General Items

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount		
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
101	Performance Security (Section VII, GC Sub-Clause 4.2)	sum	1	244,311,864.00	-	111,340,833.50	-
102	Insurance for Works (Section VII, GC Sub-Clause 18.2)	sum	1	259,706,288.00	-	-	-
103	Insurance for Contractor's Equipment (Section VII, GC Sub-Clause 18.2)	sum	1	49,001,186.00	-	-	-
104	Insurance against Injury to Persons and Damage to Property (Section VII, GC Sub-Clause 18.3)	sum	1	58,801,424.00	-	-	-
105	Insurance for Contractor's Personnel (Section VII, GC Sub-Clause 18.4)	sum	1	Included in overhead costs	Included in overhead costs	Included in overhead costs	Included in overhead costs
106	Insurance for Design Liability (Section VIII, PC Sub-Clause 18.5)	sum	1	102,902,492.00	-	-	-
107	Automobile Liability Insurance (Section VIII, PC Sub-Clause 18.6)	sum	1	19,600,475.00	-	-	-
108	Allow for DNP Services (Section VII, GC Clause 11)	sum	1	9,491,525.00	-	27,456,456.40	-
109	Provision and maintenance of health and safety measures during the Time for Completion (Section VII, GC Sub-Clause 6.7)	sum	1	101,668,792.00	-	-	-
110	Provision (construction) of office facilities with furniture and office equipment for the Employer and unfurnished office for the Engineer/General Consultants (Section VII, GC Sub-Clause 6.6)	sum	1	486,475,132.00	-	-	-
111	Maintenance of above office facilities for the Employer during the Time for Completion (Section VII, GC Sub-Clause 6.6)	sum	1	51,254,237.00	-	-	-
112	Removal/clearing of above office facilities for the Employer and for the Engineer (Section VII, GC Sub-Clause 6.6)	sum	1	4,745,763.00	-	-	-
113	Provision and removal of diversion roads (Section VII, GC Sub-Clause 4.15)	sum	1	9,491,525.00	-	-	-
114	Operation and maintenance of diversion roads during the Time for Completion (Section VII, GC Sub-Clause 4.15)	sum	1	4,745,763.00	-	-	-
115	Cleaning from Site and Works after Taking-Over (Section VII, GC Sub-Clause 4.23)	sum	1	1,423,729.00	-	-	-
116	Supply of vehicles, boats, etc. for the Employer (Section VII, GC Sub-Clause 6.6)	sum	1	51,254,237.00	-	-	-
117	Operation and maintenance of above vehicles, boats, etc. for the Employer during the Time for Completion (Section VII, GC Sub-Clause 6.6)	sum	1	25,627,119.00	-	-	-
Total for Price Schedule No. 1				1,480,501,551.00		138,797,289.90	
<i>To be carried forward to Grand Summary</i>							



Schedule No. 2: Contractor's Document

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount			Foreign (Euro)
					Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)	
201	Technical Design documents of highway and interchange alignments	sum	1	-	1,242,448.30	-	-	
202	Aesthetic Strategy Report and Desktop Study for Wind Tunnel Test	sum	1	-	12,927.50	57,395,539.90	204,382.90	
203	Technical Design documents of earthwork	sum	1	-	67,678.40	-	-	
204	Technical Design documents of foundation	sum	1	-	279,837.70	-	-	
205	Technical Design documents of substructure	sum	1	-	872,970.70	-	-	
206	Technical Design documents of superstructure (concrete)	sum	1	-	2,216,646.10	-	-	
207	Technical Design documents of superstructure (steel)	sum	1	910,369	1,215,163.00	70,150,103.70	2,248,209.20	
208	Technical Design documents of dolphins and fenders	sum	1	-	110,262.10	-	-	
209	Technical Design documents of pavement	sum	1	-	54,750.90	-	-	
210	Technical Design documents of bridge ancillaries	sum	1	202,305	730,010.30	21,257,607.60	204,382.90	
211	Construction Design documents of earthwork	sum	1	-	7,604.60	-	-	
212	Construction Design documents of foundation	sum	1	-	31,177.80	-	-	
213	Construction Design documents of substructure	sum	1	-	97,335.60	-	-	
214	Construction Design documents of superstructure (concrete)	sum	1	-	246,379.10	-	-	
215	Construction Design documents of superstructure (steel)	sum	1	910,367	135,356.70	63,772,821.80	1,430,678.50	
216	Construction Design documents of dolphins	sum	1	-	12,167.20	-	-	
217	Construction Design documents of pavement	sum	1	-	6,094.10	-	-	
218	Construction Design documents of bridge ancillaries	sum	1	-	81,366.10	-	-	
219	Preparation and supply of as-built documents (GC Sub-Clause 5.6)	sum	1	-	333,067.10	-	-	
220	Preparation and supply of Maintenance Manual (Section VII GC Sub-Clause 5.7)	sum	1	-	-	-	-	
221	Submission of samples (GC Sub-Clause 7.2)	sum	1	-	-	-	-	
222	Tests	sum	1	-	-	-	-	
				2,023,041.00	7,753,233.30	212,576,073.00	4,087,653.50	
Total for Price Schedule No. 2								
(To be carried forward to Grand Summary)								



Schedule No. 3: Temporary Works

Item No.	Item Description	Unit	Qty	Amount		
				Local (Ind. Rs)	Foreign (US\$)	Foreign (Euro)
301	Construction of temporary jetties including materials	sum	1	4,986,717,794	4,694,984.00	-
302	Casting yards preparation, maintenance and clearing after Contract completion	sum	1	332,823,170	7,371,623.60	-
303	Removal of temporary jetties	sum	1	158,939,887	-	-
304	Salvage value to Contractor (negative cost)	sum	1	39,734,972	-	-
305	Removal of casting yards	sum	1	14,013,608	-	-
306	Clearing of casting yards	sum	1	3,503,403	-	-
Total for Price Schedule No. 3				5,535,732,834.00	12,066,607.60	-

(To be carried forward to Grand Summary)



Item No.	Material/Description	Code	Country of Origin
301	Equipments for Temporary Bridge Piling Works	Not Applicable	Germany/ South Korea/India
302	Casting Yard Equipments	Not Applicable	Italy
301-306	Basic Materials for the Works	IS Code	India



Schedule No. 4: Construction of Foundation Piles and Pile Caps for Pier and Abutments

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
401	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	616,571,822	-	-	-
402	Ditto: steel liner pipes	sum	1	1,104,605,923	-	-	-
403	Construction of open foundation/Spread foundation/Raft foundation or bridge pier foundation piles and pile caps including geotechnical investigation	sum	1	8,709,052,091	12,860,144.70	-	-
404	Loading tests and test reports on bridge pier foundation piles	sum	1	142,372,881	-	-	-
405	Construction of abutment foundation piles including geotechnical investigation	sum	1	9,491,525	-	-	-
406	Loading tests and test reports on abutment foundation piles	sum	1	949,153	-	-	-
407	Construction of electrical platform pier foundation piles including geotechnical investigation	sum	1	37,833,749	-	-	-
408	Loading tests and test reports on electrical platform pier foundation piles	sum	1	474,576	-	-	-
409	Construction of emergency rescue station platform pier foundation piles including geotechnical investigation	sum	1	37,833,749	-	-	-
410	Loading tests and test reports on emergency rescue station platform pier foundation piles	sum	1	474,576	-	-	-
Total for Price Schedule No. 4				10,659,660,045.00	12,860,144.70		

(To be carried forward to Grand Summary)

Item No	Material/Description	Code	Country of Origin
401	Steel Reinforcing Bars	IS Code	India/China
402	Pile Liners	IS Code	India/China
403	Equipments for Piling Works	as per requirement	Germany/ South Korea/India
404-410	Basic Materials for the Works	IS Code	India



Schedule No. 5: Construction of Pier and Abutments including Pier Caps

Item No.	Item Description	Unit	Qty	Amount		
				Local (Ind. Rs)	Foreign (US\$)	Foreign (Euro)
501	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	663,426,162	-	-
502	Ditto: structural steel shapes	sum	1	224,449,519	-	-
503	Ditto: pre-stressing cables	sum	1	949,153	-	-
504	Construction of cast-in-situ concrete bridge pier caps	sum	1	348,093,762	-	-
505	Construction of cast-in-situ concrete abutment caps	sum	1	3,878,255	-	-
506	Construction of cast-in-situ concrete electrical platform pier caps	sum	1	7,756,510	-	-
507	Construction of cast-in-situ concrete emergency rescue station platform pier caps	sum	1	7,756,510	-	-
508	Construction of cast-in-situ concrete bridge pier and pier caps	sum	1	6,426,218,925	-	-
509	Construction of cast-in-situ concrete abutment structures	sum	1	7,756,510	-	-
510	Construction of cast-in-situ concrete electrical platform piers and pier caps	sum	1	9,254,145	-	-
511	Construction of cast-in-situ concrete emergency rescue station platform piers and pier caps	sum	1	9,254,145	-	-
512	Construction of earthwork (backfill, compaction, etc.) and other works for abutments	sum	1	11,634,764	-	-
Total for Price Schedule No. 5				7,720,428,360		

(To be carried forward to Grand Summary)

Item No	Material/Description	Code	Country of Origin
501	Steel Reinforcing Bars	IS Code	India/China
502	Structural Steel Shapes	IS Code	India/China
503	Prestressing Cables	IS Code/ASTM	India/Japan
504-511	Basic Materials for the Works	IS Code	India



Schedule No. 6: Construction of Concrete Superstructure

Item No.	Item Description	Unit	Qty	Local (Ind. Rs)	Amount	
					Foreign (US\$)	Foreign (Euro)
601	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	1,050,103,458	-	-
602	Ditto: pre-stressing cables	sum	1	5,991,397,607	55,819,726,500	-
603	Fabrication of precast concrete structural elements for bridges	sum	1	6,288,445,020	-	-
604	Transportation and erection of precast concrete structural elements for bridges	sum	1	178,667,263	-	-
605	Construction of cast-in-situ concrete bridge structures	sum	1	11,911,152	-	-
606	Construction of cast-in-situ concrete electrical platform structures	sum	1	11,911,152	-	-
607	Construction of cast-in-situ/precast concrete emergency rescue station structures	sum	1	11,911,152	-	-
				13,232,435,652.00	55,819,726.50	-
				Total for Price Schedule No. 6 (To be carried forward to Grand Summary)		



Item No.	Material Description	Code		Country of Origin
		IS Code	IS Code/ASTM	
601	Steel Reinforcing Bars	IS Code	IS Code/ASTM	India/China
602	Prestressing Cables	IS Code/ASTM	IS Code/ASTM	India/Japan/China
603	Equipments and Moulds for Precasting Works	Not Applicable	Not Applicable	Italy/India
605-607	Basic Materials for the Works	IS Code	IS Code	India



Schedule No. 7: Fabrication and Erection of Steel Superstructure

Item No.	Item Description	Unit	Qty	Local (Ind. Rs.)	Amount		Foreign (Euro)
					Foreign (US\$)	Foreign (J. Yen)	
701	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i): structural steel materials	sum	1	949,192,542	-	-	-
702	Fabrication of steel structural elements for bridges	sum	1	4,177,468,127	118,522,320.00	8,670,470,238.90	1,751,851.80
703	Fabrication of steel structural elements for others	sum	1	-	-	-	-
704	Transportation to and erection at the Site of fabricated steel structural elements for bridges	sum	1	1,285,451,201	25,765,759.50	-	-
705	Transportation to and erection at the Site of fabricated steel structural elements for others	sum	1	-	-	-	-
706	Surface anti-corrosion coating of erected steel structure for bridges	sum	1	-	15,081,474.80	-	-
707	Surface anti-corrosion coating of erected steel structure for others	sum	1	-	-	-	-
				6,412,071,870.00	159,363,554.30	8,670,470,238.90	1,751,851.80
Total for Price Schedule No. 7							
(To be carried forward to Grand Summary)							

Item No.	Material/Description	Code	Country of Origin
702	Equipments and Materials for Fabrication Works	as per applicable code	Japan/ India
702	Equipments and Materials for Transportation & Erection Works	as per applicable code	India/Japan
706	Paint Material	as per applicable code	Japan/ India



Schedule No. 8: Construction of Earthworks

Item No.	Item Description	Unit	Qty	Amount			
				Local (Ind. Rs)	Foreign (US\$)	Foreign (J. Yen)	Foreign (Euro)
801	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)); steel reinforcing bars for retaining walls, etc.	sum	1	231,009,681	-	-	-
802	Construction of reinforced concrete retaining walls	sum	1	85,947,661	-	-	-
803	Construction of earthwork (fill, compaction, etc.)	sum	1	257,061,783	-	-	-
Total for Price Schedule No. 8				574,019,125.00			
<i>(To be carried forward to Grand Summary)</i>							

Item No.	Material/Description	Code		Country of Origin
		IS Code	IS Code	
801	Steel Reinforcing Bars			India/China
802-803	Basic Materials for the Works			India



Schedule No. 9: Construction of Dolphins and Fenders

Item No.	Item Description	Unit	Qty	Amount		
				Local (Ind. Rs)	Foreign (US\$)	Foreign (Euro)
901	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)): steel reinforcing bars	sum	1	-	-	-
902	Ditto: steel liner pipes	sum	1	-	-	-
903	Construction of dolphin foundation piles including geotechnical investigation	sum	1	-	-	-
904	Loading tests and test reports on dolphin foundation piles	sum	1	-	-	-
905	Construction of concrete structure	sum	1	-	-	-
906	Fenders including Materials	sum	1	1,079,186,441	-	-
				1,079,186,441.00	-	-

Total for Price Schedule No. 9
(To be carried forward to Grand Summary)

Item No.	Material/Description	Code	Country of Origin
901	Steel Reinforcing Bars	IS Code	India/China
902	Pile Liners	IS Code	India/China
903	Equipments for Piling Works	as per requirement	Germany/ South Korea/India
906	Fender Material	as per applicable codes	India



Schedule No. 10: Fabrication and Installation of Bridge Ancillaries

Item No.	Item Description	Unit	Qty	Local (Incl Rs)	Amount	
					Foreign (US\$)	Foreign (Euro)
1001	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)); bridge bearings (shoes)	sum	1	513,012,111	14,507.80	504,203,257.20
1002	Ditto: expansion joints	sum	1	136,899,407	-	-
1003	Installation of bridge bearings (shoes)	sum	1	57,001,346	-	-
1004	Installation of expansion joints	sum	1	15,188,823	-	-
1005	Crash barriers including Materials	sum	1	241,241,500	-	-
1006	Deck waterproofing including Materials	sum	1	168,969,972	-	-
				Total for Price Schedule No. 10	14,507.80	504,203,257.20
				<i>(To be carried forward to Grand Summary)</i>	1,132,113,159.00	

Item No.	Material/Description	Code	Country of Origin
1001	Bridge Bearings for Concrete Bridge	IS Codes	India/ South Korea/ Italy
1001	Bridge Bearings for Steel Bridge	JIS Codes	Japan/ India
1005	Equipment and Materials for Crash Barrier	as per applicable IS code	India



Schedule No. 11: Construction of Asphalt Pavement

Item No.	Item Description	Unit	Qty	Amount		
				Local (Ind. Rs)	Foreign (US\$)	Foreign (Euro)
1101	Asphalt pavement including Materials	sum	1	534,416,656	-	-
<i>Total for Price Schedule No. 11 (To be carried forward to Grand Summary)</i>				534,416,656.00	-	-

Item No.	Material/Description	Code	Country of Origin
1101	Equipment and Materials for Asphalt Works	as per applicable code	India/UK



Schedule No. 12: Fabrication and Installation of Miscellaneous Items

Item No.	Item Description	Unit	Qty	Amount		
				Local (Ind. Rs)	Foreign (US\$)	Foreign (Euro)
1201	Materials on the Site (refer to GC Sub-Clause 14.5 (c) (i)); noise barriers	sum	1	321,213.449	-	-
1202	Ditto: view barriers	sum	1	219,653.314	-	-
1203	Installation of noise barriers	sum	1	20,994.343	-	-
1204	Installation of view barriers	sum	1	14,356.426	-	-
1205	Safety fences including Materials	sum	1	6,696.964	-	-
1206	Drainage facility including Materials	sum	1	81,906.961	-	-
1207	Kerbs including Materials	sum	1	-	-	-
1208	Road furniture including Materials	sum	1	9,491.525	-	-
1209	Pavement marking including Materials	sum	1	9,430.882	-	-
1210	Road signage including Materials	sum	1	9,491.525	-	-
1211	Gantry/overhang (cantilever)-type signage support structures including Materials	sum	1	9,491.525	-	-
1212	Median openings including Materials	sum	1	18,983.051	-	-
1213	Traffic signals including Materials and testing	sum	1	9,491.525	-	-
1214	Restoration of removed items	sum	1	-	-	-
1215	Other miscellaneous items including Materials and testing as required	sum	1	-	-	-
				731,201,490.00		

Total for Price Schedule No. 12
(To be carried forward to Grand Summary)

Item No.	Material/Description	Code	Country of Origin
1201	Noise Barriers	IS Codes	India
1202	View Barriers	IS Codes	India
1205	Safety Fences	IS Codes	India
1206-1213	Material and Installation	IS Codes	India





IHI

L&T-IHI CONSORTIUM

Letter of Technical Bid

Date: 14.07.2017

Loan Agreement No.: Mumbai Trans-
Harbour Link Project (I) ID-P255

IFB No.: MMRDA/ENG1/000752

To: Mumbai Metropolitan Region Development Authority

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents for Package- 1 (Construction of a 10.380 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange) of the Mumbai Trans Harbour Link Project (hereinafter called "the Project"), including the following Addenda issued in accordance with Instructions to Bidders (ITB 8):
- Addendum No. 1, Dated 22nd May, 2017
 - Addendum No. 2, Dated 1st June, 2017
 - Addendum No. 3, Dated 21st June, 2017
 - Addendum No. 4, Dated 21st June, 2017
 - Addendum No. 5, Dated 7th July, 2017
- (b) We, including any Subcontractors/manufacturers, for any part of the Package-1 Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any Subcontractors/manufacturers, for any part of the Package-1 Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test and complete the Works of Package-1 of the Project, which include the Sewri Interchange on land on Mumbai side and the adjoining 9.885 km (CH 0+495 km to CH 10+380 km) bridge above sea/creek having typical width of carriageway of approximately 14 m for each way, in strict conformity with the Bidding Documents, if the Contract is awarded to us;
- (e) We fully understand and unconditionally accept your (Employer's) method for award decision-making that prequalified Bidders have been selected (separately

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L&T-IHI CONSORTIUM

for individual Packages-1, 2 and 3) and these prequalified Bidders will be free to bid for any number of packages (in the respective packages in which the Bidders have been prequalified), the Employer has decided that no Bidder will be awarded more than two contracts. Combination of Packages-1 & 3 or Packages-2 & 3 is permissible for award. This decision would be made on the basis of the lowest responsive price bid combination for all three (3) Contract packages. In any case, the same Bidder shall not be awarded combination of Packages-1 & 2. A Bidder shall be allowed to bid for any contract for which he is prequalified. A Bidder's aggregated award capacity (including Subcontractors) will be determined during Bid evaluation when additional information will be assessed such as (i) current contract commitments, (ii) cash flow capacity, (iii) equipment to be allocated, and (iv) personnel to be submitted. We also accept that, in this method, the lowest price Bidder of each Package is not necessarily the successful Bidder for that Package.

- (f) Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We are not participating, as a Bidder or as a Subcontractor/manufacturers, in more than one Bid in this Package-1 bidding process in accordance with ITB 4.2 (c); and
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder:

L&T-IHI ConsortiumName of the person duly authorized
to sign the Bid on behalf of the Bidder:
Title of the person signing the Bid:**P. Niranjana****VP&Head-Nuclear & Special Bridges BU**

Signature of the person named above:

Date signed:

14 day of July, 2017

Address: L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T Construction, C/O
Larsen & Toubro Limited, Mount Poonamalee Road, Manapakkam, P.B.N. 979, Chennai -
600089 TamilNadu, India

PH : +91-44-3319 2905, Fax: +91-44-3319 2950





L&T-IHI CONSORTIUM

Letter of Price Bid

Date: 17.07.2017

Loan Agreement No.: Mumbai Trans-Harbour Link Project (I) ID-P255

IFB No.: MMRDA/ENG1/000752

To: Mumbai Metropolitan Region Development Authority

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents for Package- 1 of the Mumbai Trans Harbour Link Project (hereinafter called "the Project"), including the following Addenda issued in accordance with Instructions to Bidders (ITB 8):
- Addendum No. 1, Dated 22nd May, 2017
 - Addendum No. 2, Dated 1st June, 2017
 - Addendum No. 3, Dated 21st June, 2017
 - Addendum No. 4, Dated 21st June, 2017
 - Addendum No. 5, Dated 7th July, 2017
- (b) We offer to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test, commission and complete the Works of Package-1 of the Project, in strict conformity with the Bidding Documents, if the Contract is awarded to us. The work includes the Sewri Interchange on land on Mumbai side and the adjoining 9.885 km (CH 0+495 km to CH 10+380 km) bridge above sea/creek having typical width of carriageway of approximately 14 m for each way,
- (c) The total price of our bid ("Bid Price" set forth in ITB 18.1), excluding any discounts offered in item (d) below is: *INR. 53,148,814,783.419. (Indian Rupees fifty three billion one hundred forty eight million one hundred and sixteen thousand seven hundred three and paise sixty two only)* *+* *(Plus) \$ 263,463,262. (US Dollars two hundred sixty three million four hundred sixty three thousand two hundred sixty two only)* *+* *(Plus) ¥ 10,036,370,798. (Japanes. yen ten billion thirty six million three hundred seventy thousand seven hundred ninety eight only)* *+* *(Plus) ₹ 6,152,336./- (Euro's six million one hundred fifty two thousand three hundred thirty six only)*
- (d) The discounts offered and the methodology for their application are as follows:

Address: L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamalee Road, Manapakkam, P.B.N. 979, Chennai 600089 TamilNadu, India

PH : +91-44-3319 2905, Fax: +91-44-3319 2950



L&T-IHI CONSORTIUM

The discounts offered are shown below:

[specify in detail each of the discounts that the Bidder offers, including the discounts offered by the Bidder for each or both of Package-1 and Package-3 when he is to be awarded both Package-1 and Package-3.]

The exact method of calculations to determine the net price after application of discounts is shown below:

[specify in detail the method that shall be used to apply the discounts.]

- (e) Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) Our acceptance of your proposed method for award decision-making stated in item (e) of the Letter of Technical Bid is valid as well for this Price Proposal.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (h) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder:

L&T-IHI Consortium



Name of the person duly authorized to sign the Bid on behalf of the Bidder:

P. Niranjana
P. Niranjana

Title of the person signing the Bid:

VP & Head-Nuclear & Special Bridges BU

Signature of the person named above:

Date signed:

17 day of July, 2017

Address: L&T-IHI Consortium, Nuclear and Special Bridges BU, L&T Construction, C/O Larsen & Toubro Limited, Mount Poonamalee Road, Manapakkam, P.B.N. 979, Chennai - 600089 TamilNadu, India

PH : +91-44-3319 2905, Fax: +91-44-3319 2950



**Attachments to the Consortium Agreement (124
pages) submitted for Registration.**

**These pages are not included in the overall serial
page numbers**

450/1158

पावती

Original/Duplicate

Wednesday, February 14, 2018

नोंदणी क्र. :39M

5:36 PM

Regn.:39M

पावती क्र.: 1331

दिनांक: 14/02/2018

गावाचे नाव: वरळी

दस्तऐवजाचा अनुक्रमांक: बबई3 -1158-2018

दस्तऐवजाचा प्रकार : पार्टनरशिप डीड

सादर करणाऱ्याचे नाव: लार्सन अँड टूब्रो लिमिटेड तर्फे व्हाईस प्रेसीडेंट अँड हेड ऑफिसर पनम्बुर निरंजन

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2040.00

पृष्ठांची संख्या: 102

DELI

RED

एकूण:

रु. 32040.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:27 PM ह्या वेळेस मिळेल.

uo

सह दुय्यम निबंधक, मुंबई-3

सह दुय्यम निबंधक

मुंबई शहर क्र. ३

बाजार मुल्य: रु.1/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 2000/-

DELI: RED

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010630051201718E दिनांक: 14/02/2018

बँकेचे नाव व पता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2040/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of

[Handwritten Signature]

2/14/2018

2

adjusted fees

3



15/02/2018

सूची क्र.2

दुय्यम निबंधक : सह दु. नि. मुंबई
शहर 3

दस्त क्रमांक : 1158/2018

नोंदणी :

Regn:63m

गावाचे नाव : 1) वरळी

(1) विलेखाचा प्रकार पार्टनरशिप डीड

(2) मोबदला 0

(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)

(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास) 1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन: इतर माहिती: , इतर माहिती: दस्ता मध्ये नमूद केल्या प्रमाणे. ((C.T.S. Number : - ;))

(5) क्षेत्रफळ 1) 0.00 NA

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पता. 1): नाव:- लार्सन अँड टूब्रो लिमिटेड तर्फे व्हाईस प्रेसीडेंट अँड हेड ऑफिसर पनम्बुर निरंजन वय:-57; पत्ता:- प्लॉट नं: -, माळा नं: मजला, इमारतीचे नाव: बॅलार्ड ईस्टेट एल एंड टी हाऊस, ब्लॉक नं: मुंबई, रोड नं: नरोत्तम मोरारजी मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400001 पॅन नं:-AAACL0140P 2): नाव:- आई एच आई इन्फरस्ट्रक्चर सिस्टम्स को. लिमिटेड चे जनरल मॅनेजर युजी नोस वय:-45; पत्ता:- प्लॉट नं: -, माळा नं: मजला, इमारतीचे नाव: एल एंड टी कंस्ट्रक्शन , ब्लॉक नं: लार्सन एंड टूब्रो लिमिटेड माऊंट, रोड नं: पूनमल्लि रोड मनपक्कम, टाईळ गाडू, कांचीपुरम. पिन कोड:-600089 पॅन नं:-AADC18813R

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पता

(9) दस्तऐवज करून दिल्याचा दिनांक 22/12/2017

(10) दस्त नोंदणी केल्याचा दिनांक 14/02/2018

(11) अनुक्रमांक, खंड व पृष्ठ 1158/2018

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 2000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14) शेरा

खरी प्रत

सह दुय्यम निबंधक मुंबई
शहर क्र. 3



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला (i) within the limits of any Municipal Corporation or any Cantonment अनुच्छेद :- : area annexed to it.

④





CHALLAN
MTR Form Number-6

5

GRN	MH010630051201718E	BARCODE			Date	14/02/2018-16:31:49	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fee Ordinary Collections IGR			TAX ID (If Any)				
				PAN No.(If Applicable)				
Office Name	BBE3_JT SUB REGISTRAR MUMBAI CITY 3			Full Name	LARESEN AND TOUBRO LIMITED L AND T IHI			
Location	MUMBAI				CONSORTIUM			
Year	2017-2018 One Time			Flat/Block No.	-			
Account Head Details		Amount In Rs.		Premises/Building				
0030063301 Amount of Tax		30000.00		Road/Street	BALLARD ESTATE MUMBAI			
				Area/Locality	MUMBAI			
				Town/City/District				
				PIN		4	0	0
						0	0	1
				Remarks (If Any)	SecondPartyName=IHI INFRASTRUCTURE SYSTEM CO LTD L AND T IHI CONSORTIUM-			
				Amount In	Thirty Thousand Rupees Only			
Total		30,000.00		Words				
Payment Details		BANK OF BARODA			FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02003942018021401612	82417937			
Cheque/DD No.		Bank Date	RBI Date	14/02/2018-16:34:30	Not Verified with RBI			
Name of Bank		Bank-Branch	BANK OF BARODA					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

934 | 9 | 902

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-450-1158	0005829892201718	14/02/2018-17:16:01	IGR184	30000.00
Total Defacement Amount					30,000.00

(6)

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CHALLAN
MTR Form Number-6

7

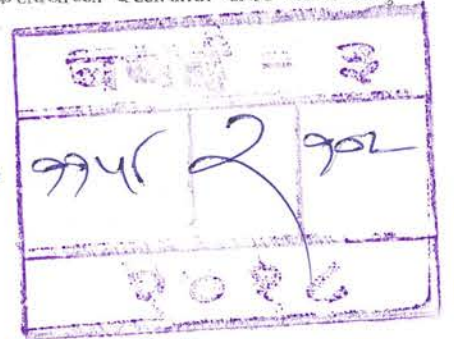
GRN	MH010630051201718E	BARCODE			Date	14/02/2018-16:31:49	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fee Ordinary Collections IGR			TAX ID (If Any)				
				PAN No.(If Applicable)				
Office Name	BBE3_JT SUB REGISTRAR MUMBAI CITY 3			Full Name	LARESEN AND TOUBRO LIMITED L AND T IHI			
Location	MUMBAI				CONSORTIUM			
Year	2017-2018 One Time			Flat/Block No.	-			
Account Head Details			Amount In Rs.	Premises/Building				
0030063301	Amount of Tax		30000.00	Road/Street	BALLARD ESTATE MUMBAI			
				Area/Locality	MUMBAI			
				Town/City/District				
				PIN	4	0	0	0
				Remarks (If Any)	SecondPartyName=IHI INFRASTRUCTURE SYSTEM CO LTD L AND T			
					IHI CONSORTIUM-			
				Amount In	Thirty Thousand Rupees Only			
Total			30,000.00	Words				
Payment Details	BANK OF BARODA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	02003942018021401612	82417937	
Cheque/DD No.				Bank Date	RBI Date	14/02/2018-16:34:30	Not Verified with RBI	
Name of Bank				Bank-Branch	BANK OF BARODA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.



[Handwritten Signature]

[Handwritten Signature]



8





मुंबई महानगर प्रदेश विकास प्राधिकरण
MUMBAI METROPOLITAN REGION
DEVELOPMENT AUTHORITY

Letter of Acceptance

No. MMRDA/MTHL/PKG-1/LOA/11-17

MTHL (PIU),
Date: 17.11.2017

To,

L&T-IHI Consortium

(M/S Larsen & Toubro Limited, India & M/S IHI Infrastructure Systems Co., Ltd, Japan),

Nuclear and Special Bridges BU,

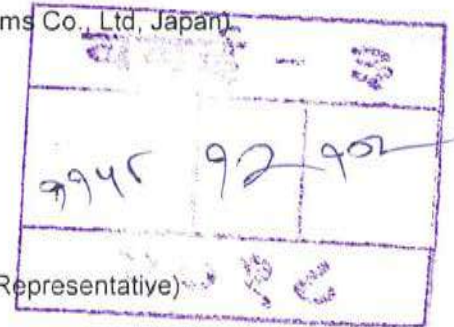
L&T Construction, C/O Larsen and Toubro Limited,

Mount Poonamalee Road, Manapakkam, P.B.N.979,

Chennai- 600089, Tamil Nadu, INDIA.

Phone: +91-44-3319 2905,

Email: pn@intecc.com.



Attention: **Mr.P.Niranjana** (Bidder's Authorised Representative)

Subject: Procurement of Mumbai Trans Harbour Link Project (Package-1) Construction of 10.380km long bridge section (CH 0+000 –CH 10+380) across the Mumbai Bay including Sewri Interchange under Identification No. MMRDA/ENG1/000752

Ref:

1. Your Letter of Technical Bid dated 14.07.2017
2. Your Letter of Price Bid dated 17.07.2017
3. MMRDA Letter No. ED/MTHL/Clarification/Technical points/Pkg-1/10-17 dated 17/10/17
4. L&T- IHI Letter No. B-17-001-T-052 dated 21st October 2017
5. MMRDA Letter No. MTHL/MMRDA/L&T-IHI/Clarification/02/Pkg-1/10-17 dated 27/10/17
6. L&T- IHI Letter No. B-17-001-T-054 dated 27th October 2017

1. This is to notify you that your Bid submitted on 17th July 2017 has been considered for award of the Contract for Package-1 subject to the following:

- a. All clarifications submitted by you vide your **Letter No.B-17-001-T-052 dated 21st October 2017** are accepted.
- b. We acknowledge the reduction offered by you in your Accepted Contract Amount vide your Letters dated 21st October 2017 and 27th October 2017, due to the reduction in the GST after the submission of Bid. You have informed that INR 3,803,389,831.00 corresponding reduction in GST form to your bid price at the rate of GST prevailing on 22nd August 2017. All the effects due to the modifications to the GST and/or other Laws after the Base date shall be regulated through the Sub Clause, 13.7- "Adjustment for Changes in Legislation" of the General Conditions of Contract.



CERTIFIED TRUE COPY

(Handwritten Signature)

M A GAUTAM --2/-

B. A. LL.B. Regd. No. 6089
NOTARY GOVT. OF INDIA

Res. Adenwala Compound, R. No. 132
M. G. Marg, Parel Village
Mumbai - 400 017

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

10



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११५६	१३	१५
२०१०		

10/12/2010

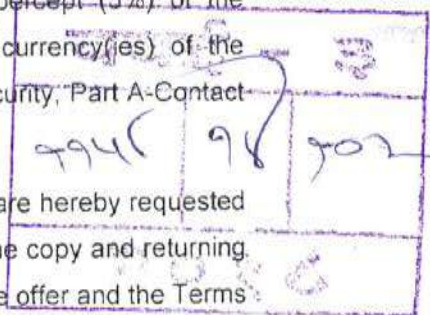
Faint, illegible text and markings at the bottom of the page.



2. Taking into consideration the above points, your Bid submitted on 17th July 2017 for execution of Package-1 of the Mumbai Trans Harbour Link Project, Identification Number: **MMRDA/ENG1/000752** for the Accepted Contract Amount of **INR is 53,148,814,703 (Indian Rupees Fifty Three Billion One Hundred Forty Eight Million Eight Hundred Fourteen Thousand Seven Hundred Three Only) + (plus) USD 263,463,262 (US Dollars Two Hundred Sixty Three Million Four Hundred Sixty Three Thousand Two Hundred Sixty Two only) + (plus) JPY 10,036,370,798 (JPY Ten Billion Thirty Six Million Three Hundred Seventy Thousand Seven Hundred Ninety Eight Only) + (plus) Euro 6,152,336 (Euro Six Million One Hundred Fifty Two Thousand Three Hundred Thirty Six only)** as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Authority. The equivalent Accepted Contract Amount in INR is **76,372,961,024 (Indian Rupees Seventy Six Billion Three Hundred Seventy Two Million Nine Hundred Sixty One Thousand Twenty Four only) including provisional sum.** This amount shall be subject to the reduction offered by you as contained in para 1 (b) above.

3. You are requested to furnish the Performance Security as soon as possible, but within 28 days after receiving this Letter of Acceptance, in accordance with the Conditions of Contract, using for that purpose the relevant Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents. The performance Security will be in the form of a "Bank guarantee" from a Scheduled Commercial Bank in India in the amount(s) of Five percent (5%) of the Accepted Contract Amount and in the same proportions of the currency(ies) of the Accepted Contract Amount. {Refer Sub-Clause 4.2-Performance Security, Part A-Contract Data, Particular Conditions (PC)}.

4. This Letter of Acceptance is issued in 2 copies (both originals). You are hereby requested to acknowledge the receipt of this Letter of Acceptance by signing one copy and returning the same to the undersigned. This shall confirm the acceptance of the offer and the Terms and Conditions by your Consortium.



[Handwritten Signature]
Accepted

[Handwritten Signature]
(Sanjay Khandare) 17/7/17
Additional Metropolitan Commissioner

(Authorized Signatory of L&T-IHI Consortium)



12

21



COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LARSEN & TOUBRO LIMITED AT ITS MEETING HELD ON MAY 25, 2016 CERTIFIED UNDER SECTION 21 OF THE COMPANIES ACT, 2013.

AMENDMENT TO GENERAL POWERS OF WHOLE-TIME DIRECTORS AND SENIOR EXECUTIVES:

"RESOLVED THAT the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President, the Whole-time Directors, Chief Financial Officer of the Company, Senior Vice President & Business Head, Machinery & Industrial Products Independent Company and Senior Vice President - Electrical & Automation Independent Company presently Mr. S. C. Bhargava, subject to the supervision and control of the Board of Directors, shall severally carry out and perform such duties as may be entrusted to them by the Board of Directors for managing the business and affairs of the Company and for that purpose the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President the Whole-time Directors, Senior Vice President & Business Head, Machinery & Industrial Products Independent Company and Senior Vice President - Electrical & Automation Independent Company presently Mr. S. C. Bhargava for Electrical & Automation Independent Company are hereby vested with the following powers, viz.

- (a) To appoint and engage staff, permanent or in special service of the Company, from and above the level / cadre of Joint General Manager within the overall manpower budget and personnel policies approved by the Corporate Management and to determine the terms and conditions, powers and duties of and to transfer, suspend, terminate and/or initiate disciplinary action against any such staff as the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President the Whole-time Directors and the said Senior Executives in their discretion shall think fit;
- (b) To acquire by purchase, lease, etc. sell, dispose of, provide, maintain and deal in, on such terms and conditions as may be deemed necessary whatever lands, buildings, machineries, engines, plants, apparatus, stores, stock-in-trade and other products, substance and materials of every nature and kind required for the purpose of business of the Company subject to limits fixed by the Corporate Management and within the approved Capital Expenditure Budget;

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14



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११५	१५	१०२
१०१०		



- c) To erect, construct, enlarge, improve, alter, maintain, rebuild or reconstruct any buildings, factories, offices, workshops or other structures necessary or convenient for the purpose of the business of the Company, subject to limits fixed by the Corporate Management and within the approved Capital Expenditure Budget;
- d) To enter into all negotiations, sign necessary documents and contracts and to rescind and vary all such documents and contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company in connection with the normal business operations of the Company;
- e) To give any undertaking(s) required by any customers, government/ non-government organizations or in terms of the requirement of any bid/tender documents or in connection with execution of any project(s) or generally as may be deemed necessary in connection with the business of the Company;
- f) To sign and execute agreements of any description for sale, sale deed, conveyance and other requisite deeds and documents and to authenticate documents, maps, plans etc. as may be necessary and to apply for and obtain all consents, concessions, licences and approvals of any nature from any person or statutory authority or Courts, in connection with the sale and/or transfer of the Company's properties/ premises and to make applications, petitions, affidavits and enter into such agreements and give such undertaking as the said person or statutory authority or Courts may require; to represent the Company, appear and attend before any Registrar or Sub-Registrar of Assurances to have the agreement, sale deed, conveyance or any other deed or document duly registered in favour of the Purchaser/s and for this purpose to sign and admit execution of the same; to appear before various authorities whether State or Central and whether Municipal, Revenue or Judicial or such other local authorities, as the case may be, and to make such applications, undertakings, affidavits, as may be necessary in connection with the said purposes; to receive the sale consideration and/or account for the same in such manner as is considered fit and proper and to give receipts and valid discharge thereof and to appoint Advocates, Valuers and or other consultants as may be necessary for the aforesaid purposes;



16



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५०२०		



- g) To set up Special Economic Zone units by the Company in various SEZs being developed under the Special Economic Zones Act, 2005 and allied rules and regulations and any other applicable Act/rules/regulations, including State Acts/rules prescribed by the concerned State Governments or exclude/remove such units and to sign and execute all applications, project reports, papers and documents to concerned authorities for setting up or exclusion/removal of unit, including the Joint Director General of Foreign Trade, Special Economic Zone and other relevant authorities and to do all such acts and deeds, effecting any modifications directed by the said authorities, in the applications, projections, papers and documents of the Company, and appointing such external representatives for this purpose;
- h) To sign Shareholders'/ Joint Venture Agreements with any other parties for acquisition or sale/separation of business/companies and sign all papers, applications and correspondence relating to the said Agreements, including the Annexures to the joint venture agreements, Technology License Agreement, Marketing & Sales Agreement, Lease Agreement, Facilities & Services Agreement and any other ancillary documents, subject, however, to specific approval of the Board for actual investment in case of acquisition and for sale/separation of business;
- i) To institute, conduct, defend, compromise, refer to arbitration and abandon any legal or other proceedings, claims and disputes by or against the Company;
- j) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the properties of the Company for the time being or in such other manner as they may think fit;
- k) To receive and give effectual receipts and discharges for and on behalf of the Company for moneys, funds, goods, or property, lent to or payable or belonging to the Company;
- l) To comply with the requirements of any local law which in their opinion, it shall be in the interest of the Company, be necessary or expedient to comply with;
- m) To represent the Company either severally or otherwise before Central and State Governments and all other Authorities whether Municipal, Revenue or Judicial or such other local authorities or any Bodies Corporate, as the case may be;



18



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- n) To enter into arrangements with any Government or Authority Supreme, Municipal, local or otherwise and to obtain from such Government or Authority rights, concessions, allowances, leases and privileges; and
- o) To open, establish, manage and close branch office(s), representative/liaisoning office(s), and project office(s)/ company(ies) by whatever name called, in various countries from time to time, subject to approval of the Reserve Bank of India or any other permissions, consents or approvals, as may be required including approvals as may be required under local laws of the respective countries; to appoint, designate and remove Branch Manager(s), Company Representative(s), Project/Company Manager(s), by whatever name called; to sign and execute the certificate of appointment and other necessary papers and documents in connection with opening, establishment, management and closure of such office(s)/Company (ies), by whatever name called, as may be required by the laws of the respective countries;

RESOLVED FURTHER THAT the Group Executive Chairman, Chief Executive Officer & Managing Director, Deputy Managing Director & President, the Whole-time Directors, Chief Financial Officer, Senior Vice President & Business Head, Machinery & Industrial Products Independent Company and Senior Vice President - Electrical & Automation Independent Company presently Mr. S. C. Bhargava be and are hereby authorised severally to sub-delegate the powers delegated to them by the Board of Directors of the Company, more particularly, powers described in clauses (a) to (o) as they deem fit for smooth running of business to any person not below the grade of "Joint General Manager".

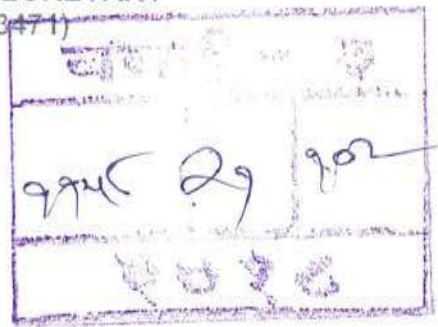
RESOLVED FURTHER THAT implementation/ execution of decisions taken pursuant to powers described in clauses (a) to (o) including signing, submission, execution of tenders, bids, expressions of interest, contracts, agreements, letters, leave and license agreements, agreements to lease, lease deeds, representation and/or registration of documents before government / statutory authorities etc., can be delegated to any person not below the position/grade of "Manager" or the like.

For LARSEN & TOUBRO LIMITED

11 JAN 2018



N. Hariharan
 N. HARIHARAN
 COMPANY SECRETARY
 (ACS 3471)



50



शुद्ध - ३		
११/१२	२२	१०२
२०२०		



COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LARSEN & TOUBRO LIMITED AT ITS MEETING HELD ON SEPTEMBER 21, 2015 CERTIFIED UNDER SECTION 21 OF THE COMPANIES ACT, 2013.

APPOINTMENT OF MR. D. K. SEN AS WHOLE-TIME DIRECTOR

"RESOLVED THAT Mr. D. K. Sen (DIN 03554707) is hereby appointed as an Additional Director of the Company with effect from October 1, 2015;

RESOLVED FURTHER THAT, subject to the approval of the Company in General Meeting, Mr. D. K. Sen be and is hereby appointed as a Whole-time Director of the Company for a period of five (5) years from October 1, 2015 till September 30, 2020 on the terms and conditions including remuneration, as per details given below, to be set out in the Agreement proposed to be entered into by the Company with Mr. D. K. Sen:

RESOLVED FURTHER THAT any two Directors of the Company be and are hereby authorized to execute the above-mentioned Agreement with Mr. D. K. Sen and the Common Seal of the Company be affixed to the engrossment of the above-mentioned Agreement in duplicate in the presence of any two Directors of the Company, who do sign the same."




N. HARIHARAN
COMPANY SECRETARY
(ACS 3471)



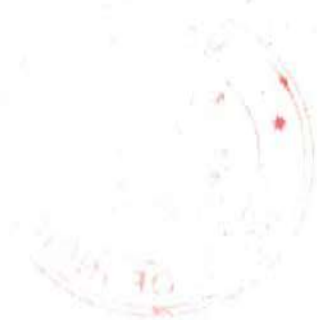
Date : January 11, 2018

CERTIFIED TRUE COPY

M. A. GAUTAM
B.A., LL.B., Regd. No. 8089
NOTARY GOVT. OF INDIA
Res. - Adarwade Compound, R. No. 132
M. G. Mills, Parel Village
Mumbai - 400 012
ON: 9999999999/0004788



22



कुलमुखत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/सौ पंढर गिरेजग या
द्वारे घोषित करतो की, दुय्यम निबंधक मुंबई-३ यांचे कार्यालयात

या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यांत आला
आहे. श्री/श्रीमती/सौ डी.के.के. व

इतर यांनी दिनांक १४/०२/२०१८ ^{30/06/2017} रोजी मला दिलेल्या

कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे /
निष्पादीत करून कवळीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून
देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून
देणार व्यक्तीपैकी कोणीही मरत झालेले नाही किंवा अन्य कोणत्याही
कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे
कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यांस मी पुर्णतः
सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम
१९०८ चे कलम ८२ अन्वये शिक्केस मी पात्र राहिन याची मला जाणीव
आहे.

ठिकाण : मुंबई

दिनांक : १४/०२/२०१८

कुलमुखत्यारपत्र	३
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सही	



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कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

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Rs. 100

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ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMILNADU

Sob3

19 JUN 2017

Larsen & Toubro Limited
Chennai - 600 089

BL 87505
V. HEMACHALAN
Stamp Vendor
L. CHENNAI - 600012
42, VATHIYAR CANAL RD, N. S. ROAD
CHODI, CHENNAI - 600011
044 - 25321103 / 93810011

बचई - ३		
११५५	२५	१०२

KNOW ALL MEN by these presents that we, Larsen & Toubro Limited, a Company within the meaning of Section 2 (20) of the Companies Act, 2013, having its Registered Office at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400 001 and its Construction Division Headquarters at Mount Poonamallee Road, Manapakkam, Chennai - 600 089 (hereinafter called the 'Company') through M. D. K. SEN, its Whole Time Director & Sr. Executive Vice President (Infrastructure) (hereinafter referred to as the "Whole Time Director") SEND GREETINGS:

WHEREAS the Company undertakes execution of Civil, Structural, Mechanical and Electrical Contracts as also Design Services from Governments (Central as well as States), Local Authorities/Bodies, Public/Private Sector Companies, Firms and Individuals in India and abroad;

(D.K.SEN)

WHOLE TIME DIRECTOR & SR. EXECUTIVE VICE PRESIDENT
(INFRASTRUCTURE),
LARSEN & TOUBRO LIMITED





AND WHEREAS the Company intends to submit its offer/tender to Engineer-in-Chief / Chief Engineer Engineering Division, Mumbai Metropolitan Region Development Authority (MMRDA), having its office at 2nd Floor, New Office Building, Plot No. R-05, R-06 & R-12, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai Maharashtra, INDIA 400051, hereinafter referred to as "Client" for the following works:-

"Package- 1 (Construction of a 10.380 km long bridge section (CH 0+000 - CH 10+380) across the Mumbai Bay including Sewri Interchange) of the Mumbai Trans Harbour Link Project", vide IFB No: MMRDA/ENG1/000752", hereinafter referred to as the said "works";

AND WHEREAS it is not convenient for the Whole Time Director to be personally present to negotiate, sign and offer or deliver the said tender on behalf of the Company and to do certain acts, deeds and things in connection with the said tender;

AND WHEREAS the Whole Time Director has been vested with the necessary powers by the Company under the resolution of the meeting of the Board of Directors held on 25th May 2016, and in particular, the power "to sub-delegate, as may be necessary for the conduct of the business of the Company, any of the powers and authorities delegated to him by the Board of Directors of the Company".

NOW KNOW YE ALL by these presents the Whole Time Director of the Company under the powers vested in him under the aforesaid resolution of the Board of Directors of the Company, do hereby constitute, nominate and appoint **Mr.P.NIRANJANA**, Vice President & Head – Nuclear & Special Bridges BU, of the Company's Heavy Civil Infrastructure IC as attorney of the Company so long as he is in the employment of the Company to do the following acts, deeds and things in connection with the said works only, that is to say:-



1. To negotiate, sign and deliver or offer for execution of the said tender and any papers incidental thereto, including submission of revised price bids, if necessary;
2. To participate in the meeting with the Client and represent the Company in such meetings and to sign/execute any Contract/Agreement and Memorandum of Understanding, Minutes of Meetings for and on behalf of the Company, for the said offer / tenders;
3. And generally to do all such acts, deeds and things in the name and on behalf of the Company as **Mr.P.NIRANJANA** may consider expedient in connection with the said works.


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And the Whole Time Director hereby ratifies and agrees to ratify and confirm all that the said **Mr.P.NIRANJANA** has done hitherto and shall do or cause to be done by virtue of these presents lawfully.

IN WITNESS WHEREOF Mr.D.K.SEN, the Whole-time Director & Senior Executive Vice-President (Infrastructure) of the Company has set and subscribed his name and signature for and on behalf of the Company as its duly constituted agent at Chennai on this 30th day of June 2017.



Specimen signature of Mr.P.NIRANJANA

(D.K.SEN)

WHOLE TIME DIRECTOR & SR. EXECUTIVE VICE PRESIDENT
(INFRASTRUCTURE),
LARSEN & TOUBRO LIMITED



Signature attested

(D.K.SEN)



Signed in the presence of:-



M. ACHANDRAN
ADVOCATE & NOTARY
Saidapet Bar Association
Saidapet, Chennai - 600015

बचत - 3		
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महाराष्ट्र MAHARASHTRA

© 2017 ©

SM 272077

31/10/17

प्रधान मुद्रांक कार्यालय
 प.मु.वि.क. ८०००००३
 13 OCT 2017
 सक्षम अधिकारी

श्रीमती उलका

Power of Attorney



बवई - ३		
११५६	२६	१०२
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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2017

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प्रधान मुद्रांक कार्यालय, मुंबई
 प.नं. दि.क. ८०००००८
 13 OCT 2017
 सक्षम अधिकारी

Power of Attorney.

श्यामली उलव



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महाराष्ट्र MAHARASHTRA

© 2017 ©

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प्रधान मुद्रांक कार्यालय मुंबई
 प.सू. वि.क. ८००००८
 13 OCT 2017
 सक्षम अधिकारी

Power of Attorney

श्रीवती देवका



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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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SM 272033

प्रधान मुद्रांक कार्यालय
प.मु.वि.क. ८०२०१६

13 OCT 2017

सक्षम अधिकारी

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महाराष्ट्र MAHARASHTRA

2017

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प्रधान मुद्रांक कार्यालय
 प.मु.वि.क. ८००३१२३
 13 OCT 2017
 सक्षम अधिकारी
 श्रीमती उलका

Power of Attorney



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NOTIFICATION / OBSERVATION

miscellaneous SERVICE



P2319135

Name / Name of Company / Name of Partner / Legal Guardian
PANAMBUR SHIVARAYA

Name of the Person of Interest
YASHODA PANAMBUR

Name of the Person of Interest
SHANTA NIRANJANA PANAMBUR

Address
**BLK2, 62, NEW 3/9A, SINDUR SEA PRINCES APTS
COASTAL ROAD, BESANT NAGAR, CHENNAI**

PIN-600090, TAMIL NADU, INDIA

Passport No. / Date of Issue / City of Issue
L5778058 23/10/2013 CHENNAI

Order / File No.
MA1079544094316

9945	24	902

M. A. Gautam

CERTIFIED TRUE COPY



M A GAUTAM
B.A LLB Regd. No. 6089
NOTARY GOVT OF INDIA
Adarsh's Compound, R. No. 132
M. G. Mar's, Panel Village
Mumbai: 400 012

47

आयकर विभाग
INCOME TAX DEPARTMENT
PANAMBUR NIRANJANA
PANAMBUR SHIVARAYA

भारत सरकार
GOVT. OF INDIA

12/05/1961
Permanent Account Number
AARPN2485K

Signature 




M. A. Gajam

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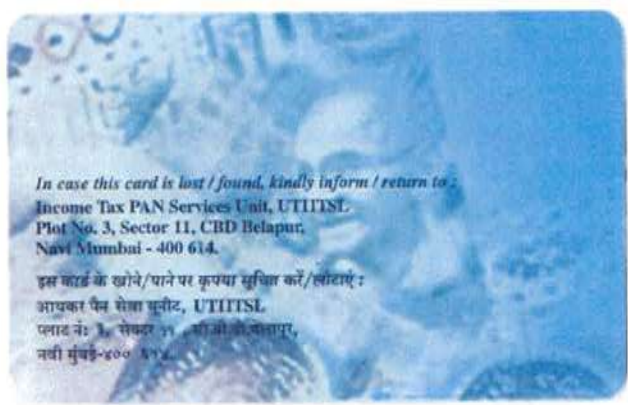


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CERTIFIED TRUE COPY



M A GAUTAM
 B A LLB, Regd. No. 6089
 NOTARY GOVT. OF INDIA
 Attention Compound, R. No. 132
 W. G. Marg, Parel Village
 Mumbai - 400 012



47

இந்திய தனிப்பட்ட அடையாள ஆணையமைப்பு

இந்திய அரசாங்கம்
Unique Identification Authority of India
Government of India

பதிவு அடையாளம் / Enrollment No.: 1057/00100/00904

To
பணம்பூர் நிரஞ்சனா
Panambur Niranjana
S/O Panambur Shivaraya
Sindur Sea Princess Apts,G-2,Block-2 Coastal Road
Besantnagar S.O
Chennai
Tamil Nadu 600090
9840126214

23/03/2012
27477341



UG274773419IN



உங்கள் ஆதார் எண் / Your Aadhaar No. :

2284 5955 9270

ஆதார் - சாதாரண மனிதனின் அதிகாரம்



भारत सरकार
GOVERNMENT OF INDIA



பணம்பூர் நிரஞ்சனா
Panambur Niranjana
பிறந்தவுருடம் / Year of Birth : 1981
ஆண்பால் / Male

2284 5955 9270

ஆதார் - சாதாரண மனிதனின் அதிகாரம்



Handwritten signature and date: 22/03/2012



CERTIFIED TRUE COPY

M A GAUTAM
B A U. I. Regd. No. 8089
NOTARY GOVT OF INDIA
Res: - Sakinaka, Lohandurga, R. No. 132
M. C. Road, Borel Village
Mumbai - 400 012

52



Handwritten text at the bottom of the page, which is mostly illegible due to fading. It appears to be a signature or a note.



NOTARIAL CERTIFICATE

This is to certify that Akemi Tsuji, an attorney of Masahiro Yanagihara, Director of IHI Infrastructure Systems Co., Ltd., has stated in my presence that said Masahiro Yanagihara has acknowledged himself to have signed the attached document.



2017. 2. 1.

Kazuhiko Ishida
KAZUHIKO ISHIDA
NOTARY



TOKYO LEGATION, AFFAIRS BUREAU
NO. 7, 2/F, 1-1-1, CHOMEI YAESU
CHUO-KU, TOKYO, JAPAN



2017 - 2		
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2017		

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महाराष्ट्र - २५		
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IHI

20 December, 2017



DECLARATION

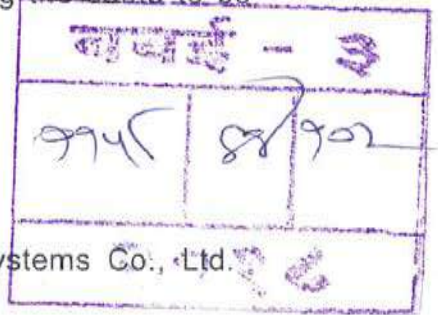
I, Masahiro Yanagihara, Board Director of IHI Infrastructure Systems Co., Ltd., Osaka, Japan, do hereby solemnly and sincerely declare:

1. That I am well acquainted with Japanese and English; and
2. That the attached document

“Board of Directors Resolution”

is a true copy from the original text.

And I make this solemn declaration conscientiously believing the same to be true and correct.



IHI Infrastructure Systems Co., Ltd.

Masahiro Yanagihara
Board Director



CERTIFIED TRUE COPY

M A GAUTAM
 B.A. LL.B Regd. No. 6089
 NOTARY GOVT. OF INDIA
 Res. Adenwala Compound, R. No. 132
 M. G. Marg, Parel Village
 Mumbai - 400 012

56



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994	84	902
1	2	3



嘱託人 株式会社 I H I インフラシステム 取締役 柳原正浩の代理人辻
朱美は、本職に対し、柳原正浩が添付書面の署名につき、自らしたものである
ことを承認する旨陳述した。

よって、これを認証する。
平成29年 12 月 21 日、本公証人役場において
東京都中央区八重洲 1 丁目 7 番 20 号
東京法務局所属

公 証 人
Notary

石田一宏



Kazuhiro ISHIDA

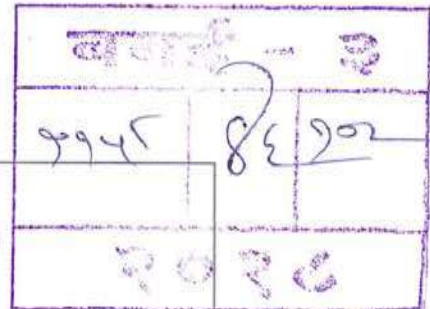
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成29年 12 月 21 日

東京法務局長

秋山仁美



APOSTILLE
(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by Kazuhiro ISHIDA
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of Kazuhiro ISHIDA, NOTARY

Certified

- 5. at Tokyo
- 6. DEC. 21, 2017
- 7. by the Ministry of Foreign Affairs
- 8. 17-N^o 052754
- 9. Seal/stamp:
- 10. Signature

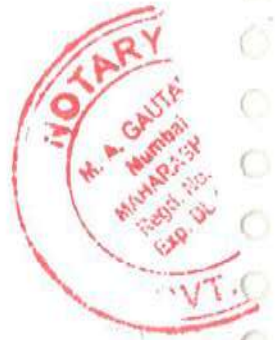


T. TANAKA

Postle TANAKA

For the Minister for Foreign Affairs

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正

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取締役会議事録

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平成 29 年 6 月 22 日

株式会社 I H I インフラシステム



बाराई - ३	
११/१२	१०/१०२
१०१६	



取締役会議事録

- 1.開催日時 平成 29 年 6 月 22 日 (木曜日) 午後 4 時
- 2.開催場所 本社会議室
- 3.出席者 取締役 7 名 出席取締役 7 名
監査役 3 名 出席監査役 3 名
- 4.議長 代表取締役社長 川上剛司

5.議事 (1) 決議事項

第一号議案 代表取締役社長選定の件

川上議長より、取締役 7 名の選任に伴い、代表取締役社長（会社の業務を執行するとともに、会社の業務に関する一切の裁判上又は裁判外の権限を有する）の選定について提案がされ、全員一致で下記のとおり選定し、被選定者は就任を承諾した。

代表取締役社長 川上剛司
住所 大阪府大阪市住吉区上住吉 2 丁目 13 番 12 号
レインボーマンション 404 号



第二号議案 株主総会および取締役会議長の順序の件

議長より、社長に事故ある時の株主総会および取締役会の招集ならびに議長を務める取締役の順序について提案がされ、取締役 増田 徹氏以下、下記順番のとおりとすることに決定した。

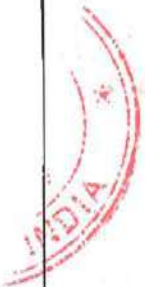
- 増田 徹
- 徳田 晃一
- 柳原 正浩
- 森内 昭

वारं - 3		
9745	40	902
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9941	49	902



第三号議案 取締役の職務分担の件

議長より、取締役の職務分担について提案がされ、別紙のとおり定めたい旨の説明があり、一同に諮ったところ出席取締役の全員が異議なく承認可決した。

第四号議案 第139期 取締役および監査役報酬額改定の件

議長より、第139期の取締役報酬改定については、従来と同じく役職に対応する報酬を基本としながらも、現今の経営環境、企業業績を考慮して決定したい旨の提案がされ、出席取締役の全員が異議なく承認可決した。また、具体的金額の決定は、社長に一任することとした。

なお、監査役報酬については、監査役の協議結果を受領している。

第五号議案 退任取締役および退任監査役に対し退職慰労金増員の件

議長より本日開催の当社第138期定時株主総会において、退任取締役 井上 明氏、浜口 和久氏、ならびに退任監査役 星尾 司氏に対して、当社の定める一定の基準に従い相当額の範囲内で退職慰労金を贈呈することとし、その具体的金額、贈呈の時期、方法等は、取締役会の決議に一任する旨の承認を受けたが、これを社長に一任願いたい旨を一同に諮ったところ、出席取締役全員が異議なく承認可決した。



第六号議案 役員賞与支給の件

議長より本日開催の当社第138期定時株主総会において承認された平成29年3月31日時点の取締役6名および常勤監査役1名に対する役員賞与総額4,662,000円について各取締役に対する金額、支払時期および方法を社長に一任願いたい旨を一同に諮ったところ、出席取締役全員が異議なく承認可決した。



(2) 報告事項

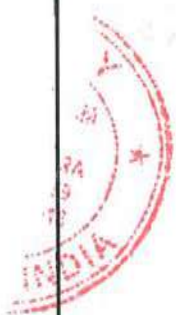
第1号 常勤監査役選定の件

議長より、監査役全員の同意により、常勤監査役に関上 進氏が選定された旨の報告がされた。

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994/	4270	
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第2号 会計監査人報酬改定の件

常勤監査役より、会計監査人の報酬改定に関して監査役全員の同意を得ている旨、報告がされた。

第3号 月次業績等の件

議長の指名により増田取締役から2017年度5月の業績、2017年度および2018年度の業績見通しについて資料に基づき報告がされ、報告を了承した。

以上で本日の議事はすべて終了したので、議長は午後4時30分に閉会を宣言した。

上記議事の経過ならびに結果を明確にするため、ここに議事録を作成し、議長および出席取締役ならびに監査役はこれに記名押印する。

平成29年6月22日

株式会社IHIインフラシステム

議長 代表取締役社長 川上剛司



取締役 増田



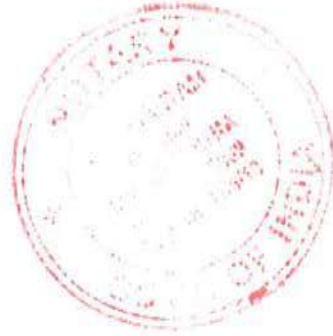
取締役 徳田晃



取締役 柳原正浩



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取 締 役 森 内 昭 

取 締 役 德 山 貴 信 

取 締 役 石 原 進 徳 

常 勤 監 査 役 閑 上 通 雄 

監 査 役 福 本 保 明 

監 査 役 矢 島 勝 



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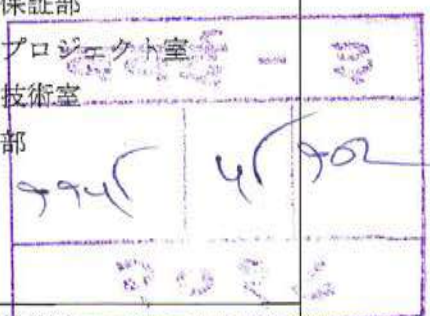
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2017年6月22日

取締役の担当・役職委嘱，所掌，社長職務代行順位について

常勤取締役の担当・役職委嘱および所掌・社長職務代行順位を以下のとおりとする。

取締役	担当・役職委嘱	所掌
川上 剛司 (代表取締役社長)	総務人事関連担当	総務人事部
増田 徹 (社長第一代行)	社長補佐，特定取締役 安全衛生関連担当 環境関連担当 経営企画関連担当 財務関連担当 調達関連担当 コンプライアンス担当	内部監査部 安全衛生環境部 総合企画部 財務部 調達部
徳田 晃一 (社長第二代行)	社長補佐 営業関連担当 営業本部長	営業本部
柳原 正浩 (社長第三代行)	社長補佐 品質関連担当 海外プロジェクト関連担当 鉄構関連担当 研究開発関連担当 海外プロジェクト室長	品質保証部 海外プロジェクト室 鉄構技術室 開発部
森内 昭 (社長第四代行)	社長補佐 橋梁関連担当 生産関連担当 I-Project 推進担当 橋梁技術室長 (6月30日付で解嘱)	橋梁技術室 建設部 堺工場



以上

70





IHI

20 December, 2017

DECLARATION

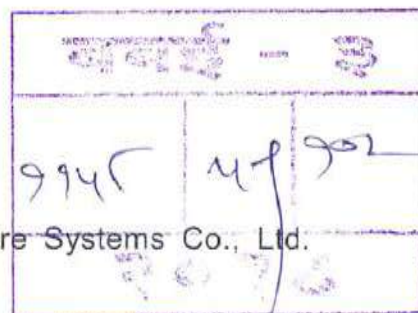
I, Masahiro Yanagihara, Board Director of IHI Infrastructure Systems Co., Ltd., Osaka, Japan, do hereby solemnly and sincerely declare:

- That the attached document
 "Board of Directors Resolution"
 is a true copy from the original text.

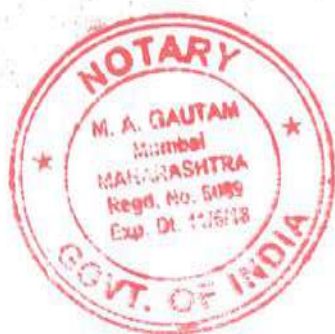
And I make this solemn declaration conscientiously believing the same to be true and correct.



IHI Infrastructure Systems Co., Ltd.




 Masahiro Yanagihara
 Board Director



CERTIFIED TRUE COPY

M A GAUTAM
 B. A. LL.B. Regd. No. 6089
 NOTARY GOVT. OF INDIA
 Adenwala Compound, R. No. 132
 M. G. Marg, Parel Village
 Mumbai 400 012

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NOTARIAL CERTIFICATE

This is to certify that Akemi Tsuji, an attorney of Masahiro Yanagihara, Director of IHI Infrastructure Systems Co., Ltd., has stated in my presence that said Masahiro Yanagihara has acknowledged himself to have signed the attached document.



2017.11.21

Kazuhiro Ishida



Kazuhiro ISHIDA
NOTARY
TOKYO METROPOLITAN GOVERNMENT SEAU
1-1-1, TOKYO METROPOLITAN GOVERNMENT SEAU
CHUO-KU, TOKYO 100-8588, JAPAN

2017.11.21		
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74

NOTA
A. S. Gow
Registrar
Mumbai
City
District

NOTARY
MUMBAI
GOVT OF INDIA

SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY/DISTRICT
MUMBAI

बचत -	
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嘱託人 株式会社 I H I インフラシステム 取締役 柳原正浩の代理人辻
朱美は、本職に対し、柳原正浩が添付書面の署名につき、自らしたものである
ことを承認する旨陳述した。

よって、これを認証する。

平成29年 12 月 21 日、本公証人役場において
東京都中央区八重洲1丁目7番20号

東京法務局所属

公 証 人
Notary

石田一宏

Kazuhiro ISHIDA



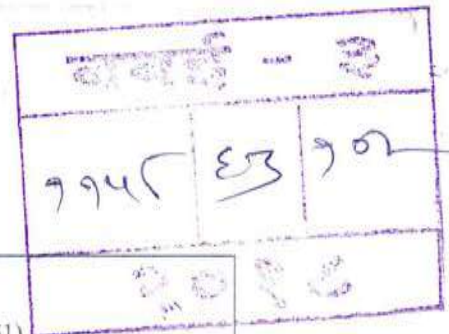
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成29年 12 月 21 日

東京法務局長

秋山仁美



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN
This public document
2. has been signed by Kazuhiro ISHIDA
3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
4. bears the seal/stamp of Kazuhiro ISHIDA, NOTARY

Certified

5. at Tokyo
6. DEC. 21. 2017
7. by the Ministry of Foreign Affairs
8. 17-N^o 052755
9. Seal/stamp:
10. Signature



T Tanaka

Toshie TANAKA

For the Minister for Foreign Affairs



76

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI
MUMBAI

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Board of Directors Resolution

June 22, 2017



IHI Infrastructure Systems Co., Ltd.

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NOTARY
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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CIVIL
MUMBAI

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Board of Directors Resolution

1. Date: 4:00 PM on Thursday, June 22, 2017
2. Venue: IHI Infrastructure Systems Co., Ltd. Headquarters office
3. Attendee: Total number of directors: 7 (Seven)
 Number of directors attended: 7 (Seven)
 Total number of auditors: 3 (three)
 Number of auditors attended: 3 (three)
4. Chairman of the Board: Takeshi KAWAKAMI, President
5. Agenda

(1) Resolved as following:

1. Appointment of President & Representative Director

Along with the appointment of 7 (Seven) directors, the Chairman proposed the selection of president & representative director (who shall represent the company, execute the operations of the company, and have authority to do any and all judicial and non-judicial acts in connection with the operations of the company), and all attendees selected and approved the following person by common assent. The appointee accepted the accession.

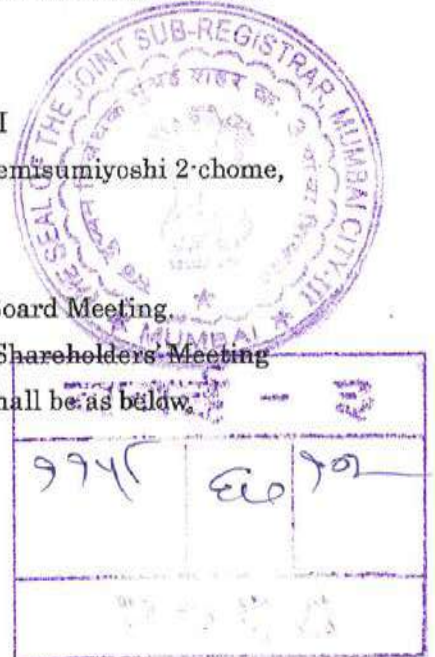
President & Representative Director: Takeshi KAWAKAMI

Residence Address: Room 404, Rainbow Mansion, 13-12 Uemisu-miyoshi 2-chome, Sumiyoshi-ku, Osaka-shi, Osaka.

2. Order of Acting Chairman at Shareholders' Meeting/ Board Meeting.

The Chairman proposed the order of acting chairman at Shareholders' Meeting or Board Meeting in his absence, and determined that it shall be as below starting from Mr. Toru MASUDA, Director.

Mr. Toru MASUDA
 Mr. Koichi TOKUDA
 Mr. Masahiro YANAGIHARA
 Mr. Akira MORIUCHI



(2)



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3. Duty Assignment

The Chairman proposed the duty assignment of each Director and was approved as per attached sheet.

4. Revised Compensation for the 139th Board Member and Auditors

The Chairman gave an explanation on the revised compensation for the 139th Board Member, and all attendees agreed that it shall be based on his/her position, but varies depending on business environment and corporate performance at the time. Furthermore, all attendees approved by common assent that the specific amount of compensation are determined by the President's sole decision.

Decision by the Board of Auditors for compensation is acknowledged.

5. Payment of Retirement Allowance to Resigned Board Member

The Chairman gave an explanation on the payment of retirement allowance to Mr. Akira INOUE, Mr. Kazuhisa HAMAGUCHI and Mr. Tsukasa HOSHIO who resigned from Director or Auditor at the today's 138th General Shareholder's Meeting due to the expiration of their term of office within the scope of the amount of equivalent to the certain rules of the company. Though the Board of Members Resolution has the authority to determine the specific amount, time and method of payment, the Chairman sought the attendee's deliberation on it determined by the President's sole decision and all attendees approved it by common assent.

6. Allowance of Compensation for Board of Directors

The Chairman asked the handling of compensation in total 4,662,000 Yen for 6 Directors and 1 Executive Auditor as of March 31 2017 who has been approved in the 138th Board meeting, to entrust each amount of compensation and time of payment to President. All attendees approved without objection.

(2) Matters to be reported

1. Appointment of Executive Auditors

The Chairman reported that Mr. Susumu KANJO was appointed as an Executive Auditor which was accepted by all Auditors.

2. Revision of Compensation for Accounting Auditors



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The Executive Auditor reported the revision of compensation for Accounting Auditors and was agreed by Board of Auditors.

3. Monthly Financial Results and other matters

Appointed by the Chairman, Mr. Masuda, Director reported the Monthly Financial Result of May 2017, Outlook of the Fiscal Year 2017 and the Fiscal Year 2018 and was accepted.

There being no further business to come before the Board, the Chairman declared that the meeting was closed at 4:30 PM.

For the record of process and result of the board meeting, this minute of meeting is made and all attendees place their signature.



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Duty in Charge, Appointed Title, Administration of the Director and Order of Acting President
The Duty in Charge, Appointed Title, Administration of the Director and Order of Acting President is as follows

Director	Duty in Charge, Appointed Title	Administration
Takeshi KAWAKAMI (President & Representative Director)	Administration, Human Resources & CSR	Administration, Human Resources & CSR Dept.
Toru MASUDA (Acting President, First)	Assistant to the President, Certain Director Safety and Health Environment Corporate Planning Finance & Accounting Procurement	Inter Control Audit Dept. Safety, Health and Environment Dept. Corporate Planning Dept. Finance & Accounting Dept. Procurement Dept.
Koichi TOKUDA (Acting President, Second)	Assistant to the President, Sales General Manager of Sales Headquarters	Sales Headquarters
Masahiro YANAGIHARA (Acting President, Third)	Assistant to the President Quality Overseas Project Steel Structure Engineering Research & Development General Manager of Overseas Project	Quality Assurance Dept.. Overseas Project Dept. Steel Structure Engineering Division. Research & Development Dept.
Akira MORIUCHI (Acting President, Fourth)	Assistance to President Bridge Engineering Production I-Project promotion General Manager of Bridge Engineering Division (Discharged from the duty on 30 June, 2017)	Bridge Engineering Division Construction Dept. Sakai Works



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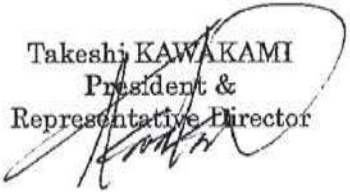


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June 22, 2017

IHI Infrastructure Systems Co., Ltd.

Takeshi KAWAKAMI
President &
Representative Director



Toru Masuda
Director



Koichi TOKUDA
Director



Masahiro YANAGIHARA
Director



Akira MORIUCHI
Director

森内 昭

Takanobu TOKUYAMA
Director

T. Tokuyama

Susumu ISHIHARA
Director



Susumu KANJO
Executive Auditor

S. Kanjo

Yasuaki FUKUMOTO
Auditor

Y. Fukumoto

Masaru YAJIMA
Auditor

M. Yajima

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5 July 2017

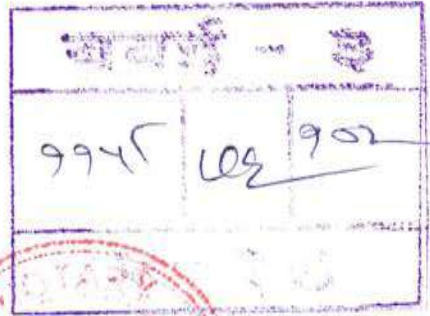
TO WHOM IT MAY CONCERN:

POWER OF ATTORNEY

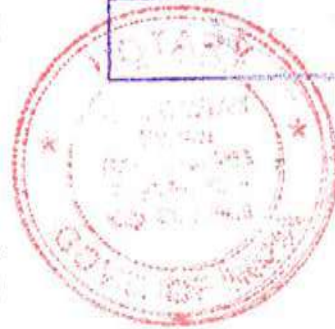
With respect to the Project entitled:
Mumbai Trans Harbour Link Project (Package-1) Construction of a 10.380 km long bridge section (CH 0+000- CH 10+380) across the Mumbai Bay and Sewri Interchange (hereinafter called "the Project")

We, IHI Infrastructure Systems Co., Ltd., a corporation duly organized and existing under the laws of Japan and having its registered office at 3, Ohamanishi-machi, Sakai-ku, Sakai-City, Osaka, Japan, constitute and appoint:

(1) Name : Mr. Koichi TOKUDA
Title : Director
General Manager
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.
Nationality : Japanese (Passport No.TR2335029)



(3) Name : Mr. Akiho ANDO
Title : General Manager
Overseas Sales Department
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.
Nationality : Japanese (Passport No.TH2464766)



(3) Name : Mr. Yuji NOSE
Title : Manager
Sales Section No.1, Overseas Sales Department
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.
Nationality : Japanese (Passport No.TZ0657855)

CERTIFIED TRUE COPY

M A GAUTAM
B.A LL.B Regd. No 6089
NOTARY GOVT OF INDIA
Office: Adenwala Compound, R. No 132
M. G. Marg, Sakai, Sakai City, Sakai, Japan

As our true and lawful attorneys in fact to act severally for us in our name and on our behalf by investing each of them with the following powers:

1. To appoint authorized representatives of the Consortium,
2. To conduct all business required for or related to the bidding for the Project including signing tender documents,
3. To negotiate and sign the Contract for the Project and any and all supplementary agreements or amendments thereof,
4. To do any and all acts and matters necessary for or associated with the execution and operation



IHI Infrastructure Systems Co., Ltd.

3, OHAMANISHI-MACHI, SAKAI-KU, SAKAI-CITY, OSAKA, JAPAN

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- of the Project in the event of award of the Contract for the Project,
5. To negotiate and sign the Consortium Agreement for the Project and to do any and all acts and matters necessary for or related to the formation or operation of the Consortium for the Project,
 6. To appoint his substitutes to act on his behalf with the above-mentioned powers.

IN WITNESS THEREOF, we have caused this power of attorney to be duly executed in Tokyo, Japan on the day and year first above written by virtue of the powers bestowed on the President of this company.

IHI Infrastructure Systems Co., Ltd.

Takeshi KAWAKAMI
President

Specimen signature of
Koichi TOKUDA

Director, General Manager
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.

Specimen signature of
Akiho ANDO

General Manager
Overseas Sales Department
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.

Specimen signature of
Yuji Nose

Manager
Sales Section No.1, Overseas Sales Department
Sales Headquarters
IHI Infrastructure Systems Co., Ltd.



IHI Infrastructure Systems Co., Ltd.

3, OHAMANISHI-MACHI, SAKAI-KU, SAKAI-CITY, OSAKA, JAPAN

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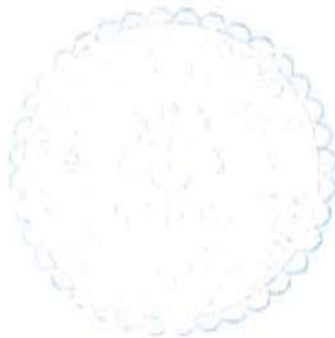
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NOTARIAL CERTIFICATE

This is to certify that Ryo OGINO, an agent of Takeshi KAWAKAMI, President of IHI Infrastructure Systems Co., Ltd., has stated in my very presence that said Takeshi KAWAKAMI acknowledged himself to have signed to the attached documents.



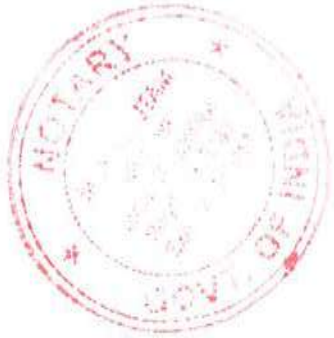
Kayoko Ishida

KAYOKO ISHIDA
NOTARY
TOKYO CHIEF CONSUL GENERAL CHIEF
NO. 2, 1-1-1, CHLO-KU TOKYO, JAPAN



वर्ग - ३		
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嘱託人 株式会社 I H I インフラシステム 代表取締役社長 川上剛司の
代理人 荻野 良は、本職に対し、川上剛司が添付書面の署名につき、自らし
たものであることを承認する旨陳述した。

よって、これを認証する。

平成29年 7 月 7 日、本公証人役場において
東京都中央区八重洲1丁目7番20号

東京法務局所属

公 証 人
Notary

石田一宏

Kazuhiro ISHIDA

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成29年 7 月 7日

東京法務局長

秋山仁美



APOSTILLE
(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by Kazuhiro ISHIDA
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of Kazuhiro ISHIDA, NOTARY

Certified

- 5. at Tokyo
- 6. JUL. - 7. 2017
- 7. by the Ministry of Foreign Affairs
- 8. 17-Nº 052517
- 9. Seal/stamp:
- 10. Signature



T. TANAKA
Toshie TANAKA

For the Minister for Foreign Affairs

96



Larsen & Toubro Ltd
 PAN NO: AAACLO140P



PERMANENT ACCOUNT NUMBER
 AAACLO140P

NAME
 LARSEN & TOUBRO LIMITED

DATE OF INCORPORATION INFORMATION
 07-02-1946



जयदेव निदेशक (संगति)

DIRECTOR OF INCOME TAX (SYSTEMS)

9945	3	902
2 (2)		

एक सत्य प्रमाणित / सत्य प्रमाणित करी प्रमाणित
 अधिकारी का मुद्रित / यमस कर में
 जयदेव निदेशक (संगति)
 ए. आर. ए. सेंटर, वृत्त
 ई-2, जयदेव निदेशक
 नई दिल्ली - 110 055

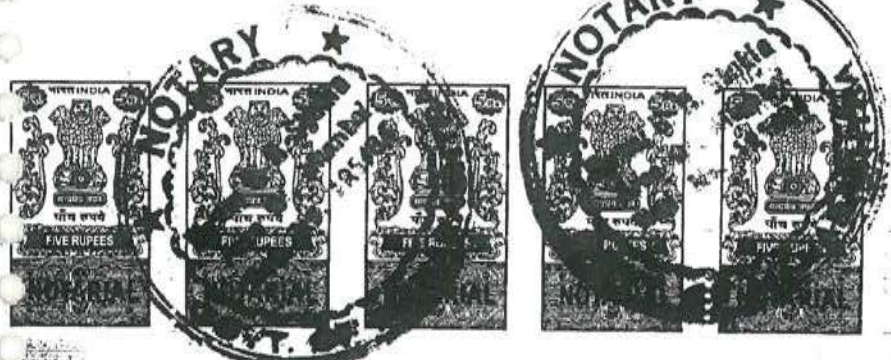


In case this card is lost/undiscovered, kindly inform to
 the issuing authority :
 Director of Income Tax (Systems)
 ARA Centre, Ground Floor
 E-2, Jhandewalan Extn.
 New Delhi - 110 055

ATTESTED TRUE COPY

NOTARY
 Jagdish...
 Ganpatrao Kadam...
 MUMBAI - 400 013

28 MAY 2008



Z. A. SHAIKH
 ADVOCATE
 ESPLANADE COURT
 MUMBAI - 400 004

93



High Tension Bill (Provisional) for the month of September 2017

ARGEN & TOURS LIMITED
MOUNT POONAMALLEE, ROAD MUMBAI-PUNE
MUMBAI-400089

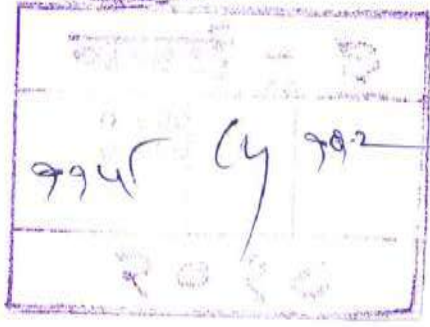
Serial No. : 2017
Bill No. : 102
Date of Bill : 04-OCT-17
Due Date : 10-OCT-17
Tariff App. No. : 111/17

Permitted MB : 2000 KVA Transformer : 0.72 In CAP. 0 KVA

DETAILS

AMOUNT

Industrial Consumption (City Area)	10.10	1,01,000.00
Peak Hr Consumption Units (KWh)	1.00	7,000.00
Night Hr Consumption (5% Peak)	0.50	3,500.00
Quarters Consumption		0.00
Commercial Consumption		0.00
Total Energy Charges		1,11,500.00
Demand Charges at Rs 100.00 per unit		6,500.00
Total Demand and Energy Charge		1,18,000.00
For Non-availing the facility of the Sec. 13(1)(b) at 100 Rs per unit		0.00
and other items		0.00
Add Delinquent Payment Charge		0.00
Add Extra Levy for Exceeding Demand		0.00
Quarters Consumption (City Area)		0.00
Quarters Demand at		0.00
Contracted Demand at new		0.00
Compensation Charges for Loss of		0.00
Comp Charges for loss of		0.00
Evening Peak Energy		0.00
Wind Mill Service Charge		0.00
Add/Least Adjustment Charge		0.00
Harmonics Compensation Charge		0.00
Gross Subsidy Surcharge		0.00
Reliability Charge		0.00
Electricity Tax (10% of 1,18,000)		13,960.00
Rounding Off		0.00
Assessment Amount		7.60
Other Adjustment		0.00
Self Generation Tax		0.00
Nett Total		8,14,677.00



CERTIFIED TRUE COPY

M A GAUTAM
B.A. LL.B. Reg. No. 6089
NOTARY PUBLIC OF INDIA
Res. - Anandwadi Compound, R. No. 132
Mumbai - 400 012

rupees Eight Laks Fourteen Thousand Six Hundred and Seven and 60/100 only.
the last day of the due date, the bill is subject to the appropriate authority.
→ H.R. Atc. Dept. This bill is certified for payment.
Thar' Head, H.R. FMD
A. Jivani

102

COPIES
MAILED FOR THE
LORD

102

103



शुद्धि - ३	
११५८	८६१०२
२०१६	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

IHI INFRASTRUCTURE SYSTEMS CO.,
LTD.



23/06/1925
Permanent Account Number
AADC18813R

14082015

इस कार्ड के खोने/पाने पर कृपया सूचित करें/तोड़ें:
आयकर पैन सेवा इकाई, एन एस डी यूएल
5 वीं मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

154



105

IHI

No.046916

従業員証明書

氏名

能勢 裕司



000588

上記の者は、当社の従業員であることを証明します

株式会社IHIインフラシステム

SELF ATTESTED

Yuji Nose
Manager
Overseas Sales Dept.
Sales Headquarters

IHI Infrastructure Systems Co., Ltd.

08/02/2018

105 - 3		
7985	40	702
4010		



106





Niranjana P.

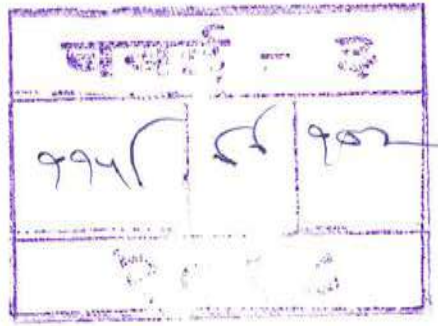


INSTRUCTIONS

1. Identity Card must always be carried and produced while on duty.
2. This Identity Card must be returned to the authorities on completion of employment / contract.
3. Loss of card must be immediately reported.

Larsen & Toubro Limited, Construction
 11/10/11, Poonamallee Road,
 Madhavaram, Chennai - 600 089, INDIA
 Tel: +91 44 2252 6000
 Mobile No: 9940126214
 Emergency No: 9940126212

[Signature]
 Authorized Signatory



108



शुद्ध - ३	
११५	११०२
०	०

170



112

NOTARY
2/2/2012



[Faint text]		
9947	er	902
[Faint text]		

MAHARAJA LALBAI CO.





113

NOTARY / ORGANIZATION

OTHER / MISCELLANEOUS SERVICE

Place / Office address as per Home of Father / Legal Guardian
DIGAMBAR PANDURANG PATIL
 E0747665

Name of son / Name of Mother
SUMAN DIGAMBAR PATIL

Address as per Home of Father
BHARTI PATIL

Address
703, B WING, CHATURBHUJ CHS, SECTOR 21, PL 61
KHARGHAR, NAVI MUMBAI

PIN: 410210, MAHARASHTRA, INDIA

Spec. No. of the Certificate / Date of Issue / Date of Expiry / Validity / Date and Place of Issue
E5726300 15/10/2003 BANGLORE
TH2077338818613



9945	ez	90
2012		

114



शुद्धि - ३		
११५	११५	११५
११५		



भारतीय विशिष्ट ओळख प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

नोंदणी क्रमांक / Enrolment No.: 0000/00478/54819

To
 संजय दिगंबर पटिल
 Sanjay Digambar Patil
 C/O
 Flat No T-5, 1001, S K P Housing Society Pvt Ltd
 Plot No D 69, Sector 12
 Kharghar
 Kharghar
 Kharghar
 Raigarh Maharashtra - 410210
 8286035888

Download Date: 03/12/2017

Generation Date: 24/11/2017

Signature Not Verified
 Digitally signed by
 UNIQUE IDENTIFICATION
 AUTHORITY OF INDIA
 Date: 2017.12.03 11:42:53
 IST



आपला **आधार** क्रमांक / Your **Aadhaar** No. :

7493 8697 0972

माझे **आधार**, माझी ओळख



भारत सरकार
 Government of India



संजय दिगंबर पटिल
 Sanjay Digambar Patil
 जन्म तारीख/DOB: 01/06/1968
 पुरुष/ MALE



7493 8697 0972

माझे **आधार**, माझी ओळख



सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही।
- ओळखीचे प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करा।
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे।

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- **आधारला** देशभरात मान्यता आहे.
- **आधार** भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- **Aadhaar** is valid throughout the country.
- **Aadhaar** will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट ओळख प्राधिकरण
 Unique Identification Authority of India

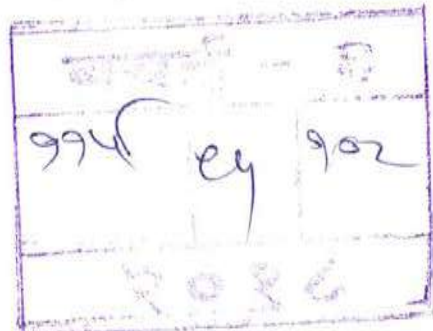
Address:

C/O, Flat No T-5, 1001, S K P
 Housing Society Pvt Ltd, Plot No D
 69, Sector 12, Kharghar, Kharghar,
 Raigarh,
 Maharashtra - 410210

पत्ता:

प्लॉट नो टी-5, 1001, एस के पी हाउसिंग
 सोसाइटी प्लॉट नो डी 69,
 सेक्टर 12, खर्घार, खर्घार, रायगड,
 महाराष्ट्र - 410210

7493 8697 0972



116

४



११५ - ३	
११५	१०२
२०१६	

Witness: ①

117



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



E-Aadhaar Letter

नोंदणी क्रमांक:/Enrolment No.: 1218/62247/17259

Aboozar Moiz Patrawala (अबूझर मोइझ पत्रावाला)

सूचना

Flat No-103/104 Kenwood Park Building No-7, Off
Ramdev Park Road, Near S V P Vidyalaya, Mira Road
East, Mira-Bhayander, Thane,
Maharashtra - 401107

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही.
- ओळखीचे प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करा.
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

Date: 17/02/2014

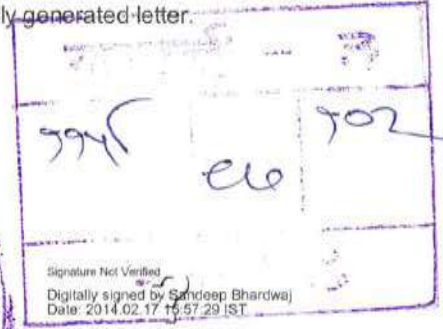
तुमचा आधार क्रमांक/ Your Aadhaar No.:

4209 8287 9810



INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.



आधार-सामान्य माणसाचा अधिकार

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

- आधार देशभरात मान्य आहे.
- आधार साठी आपण एकदाच नामांकन नोंदणीची आवश्यकता आहे.
- कृपया आपल्या सध्याचा मोबाइल नंबर व ई-मेल पत्ता नोंदवा. यामुळे आपल्या विभिन्न सुविधा प्राप्त करण्यासाठी मदत मिळेल.
- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



अबूझर मोइझ पत्रावाला
Aboozar Moiz Patrawala
जन्म तारीख/ DOB: 05/04/1973
पुरुष / MALE



पत्ता:

फ्लॅट नं-103/104 केनवूड
पार्क विल्डींग नं-7, ऑफ
रामदेव पार्क रोड, एस वी पी
विद्यालया जवळ, मीरा रोड
पूर्व, मीरा-भायंदर, ठाणे,
महाराष्ट्र - 401107

Address:

Flat No-103/104 Kenwood Park
Building No-7, Off Ramdev Park
Road, Near S V P Vidyalaya, Mira
Road East, Mira-Bhayander, Thane,
Maharashtra - 401107

4209 8287 9810

4209 8287 9810

आधार-सामान्य माणसाचा अधिकार

Aadhaar-Aam Admi ka Adhikar

112



११५५	३
११५५	३
२०३०	



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम/ Enrolment No.: 1498/30451/19975

To
युनुस हरिस अजीज़
Yunus Haris Aziz
3D-601, NG Suncity Phase-3
Thakur Village
Kandivali East
Mumbai
Kandivali East
Mumbai Maharashtra - 400101
8291084703

Download Date: 03/02/2018

Generation Date: 10/12/2016

Signature valid

Digital Signature
Algorithm: SHA-256
Date: 2018-03-15 11:11:07



आपका आधार क्रमांक / Your Aadhaar No. :

3461 9398 0369

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



युनुस हरिस अजीज़
Yunus Haris Aziz
जन्म तिथि/DOB: 02/07/1970
पुरुष/ MALE

3461 9398 0369



मेरा आधार, मेरी पहचान

witness! @

119



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
3D-601, NG Suncity Phase-3,
Thakur Village, Kandivali East,
Mumbai, Mumbai,
Maharashtra - 400101

पता:
3डी-601, एनजी सनसिटी फेस-3, ठाकुर
विलेज, कांदिवली ईस्ट, मुंबई, मुंबई,
महाराष्ट्र - 400101

3461 9398 0369



Handwritten signature

120



११५८ - १०		
११५८	१००	१०२
१०१०		

(121)

450/1158

बुधवार, 14 फेब्रुवारी 2018 5:36 म.नं.

दस्त गोषवारा भाग-1

बबई3

दस्त क्रमांक: 1158/2018 9/9/18

दस्त क्रमांक: बबई3 /1158/2018

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.2,000/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. बबई3 यांचे कार्यालयात

अ. क्र. 1158 वर दि.14-02-2018

रोजी 5:06 म.नं. वा. हजर केला.

पावती:1331

पावती दिनांक: 14/02/2018

सादरकरणाचे नाव: लार्सन अँड टूब्रो लिमिटेड तर्फे व्हाईस प्रेसीडेंट अँड हेड ऑफिसर पनम्बुर निरंजन

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2040.00

पृष्ठांची संख्या: 102

दस्त हजर करणाऱ्याची सही:

एकुण: 32040.00

[Signature]
सह दुय्यम निबंधक, मुंबई-3

[Signature]
सह दुय्यम निबंधक, मुंबई-3

दस्ताचा प्रकार: पार्टनरशिप डीड

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 14 / 02 / 2018 05 : 06 : 40 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 14 / 02 / 2018 05 : 07 : 42 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सादर दस्तऐवज हा नोंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर निष्पादक ब्यवती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:



[Signature]

T22

123



14/02/2018 5 40:47 PM

दस्त गोषवारा भाग-2

बबई3

दस्त क्रमांक:1158/2018

902/902

दस्त क्रमांक :बबई3 /1158/2018

दस्ताचा प्रकार :-पार्टनरशिप डीड

अनु क्र.	पक्षकाराचे नाव व पता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:लार्सन अँड टूब्रो लिमिटेड तर्फे व्हाईस प्रेसीडेंट अँड हेड ऑफिसर पनम्बुर निरंजन पता:प्लॉट नं: -, माळा नं: मजला, इमारतीचे नाव: बॅलार्ड ईस्टेट एल एंड टी हाऊस, ब्लॉक नं: मुंबई, रोड नं: नरोत्तम मोरारजी मार्ग, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACL0140P	लिहून देणार वय :-57 स्वाक्षरी:-		
2	नाव:आई एच आई इन्फरस्ट्रक्चर सिस्टम्स को.लिमिटेड चे जनरल मॅनेजर युजी नोस पता:प्लॉट नं: -, माळा नं: मजला, इमारतीचे नाव: एल एंड टी कंस्ट्रक्शन, ब्लॉक नं: लार्सन अँड टूब्रो लिमिटेड माऊंट, रोड नं: पूनमल्लि रोड मनपक्कम, टाईळ गाड, कांचीपुरम. पॅन नंबर:AADCI8813R	लिहून देणार क्र. 2 वय :-45 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत पार्टनरशिप डीड चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:14 / 02 / 2018 05 : 09 : 18 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:युनुस हरिस अजिज - - वय:46 पता:3 डी, 601 एन जी सनसिटी फेस ी3 कांदीवली पु मु 101 पिन कोड:400101		
2	नाव:अबुझर एम पत्रावाला - - वय:45 पता:103/104 केनवुड पार्क मिरा भाईदर पिन कोड:401107		

शिक्का क्र.4 ची वेळ:14 / 02 / 2018 05 : 11 : 45 PM

प्रमाणित करण्यात येणे की दस्तामध्ये
एकूण 9.02 पाने आहेत, पुस्तक
क्रमांक १, बबई-१/११५९/२०१८
नोंदला.
दिनांक 14 FEB 2018

सह दुय्यम निबंधक, मुंबई शहर-३.

सह दुय्यम निबंधक, मुंबई-३
मुंबई शहर क्र. Payment Details

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