



DAEWOO-TPL JV

CONTRACT AGREEMENT

between

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

and

**DAEWOO - TPL JOINT VENTURE
(M/s DAEWOO ENGINEERING & CONSTRUCTION Co. Ltd. &
M/s TATA PROJECTS Ltd.)**

MUMBAI TRANS HARBOUR LINK PROJECT (MTHL)

PACKAGE-2

**Procurement of Mumbai Trans Harbour Link Project (Package 2)
Construction of 7.807 km Long Bridge Section (CH 10+380 – CH
18+187) Across the Mumbai Bay Including Shivaji Nagar
Interchange**

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

MADE ON 19TH JANUARY 2018

VOLUME – I of XXVI

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Package-2 DAEWOO – TPL Joint Venture

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Package-2

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 2)
Construction of 7.807 km long bridge section (CH 10+380 –
CH 18+187) Across the Mumbai Bay including Shivaji Nagar
Interchange**

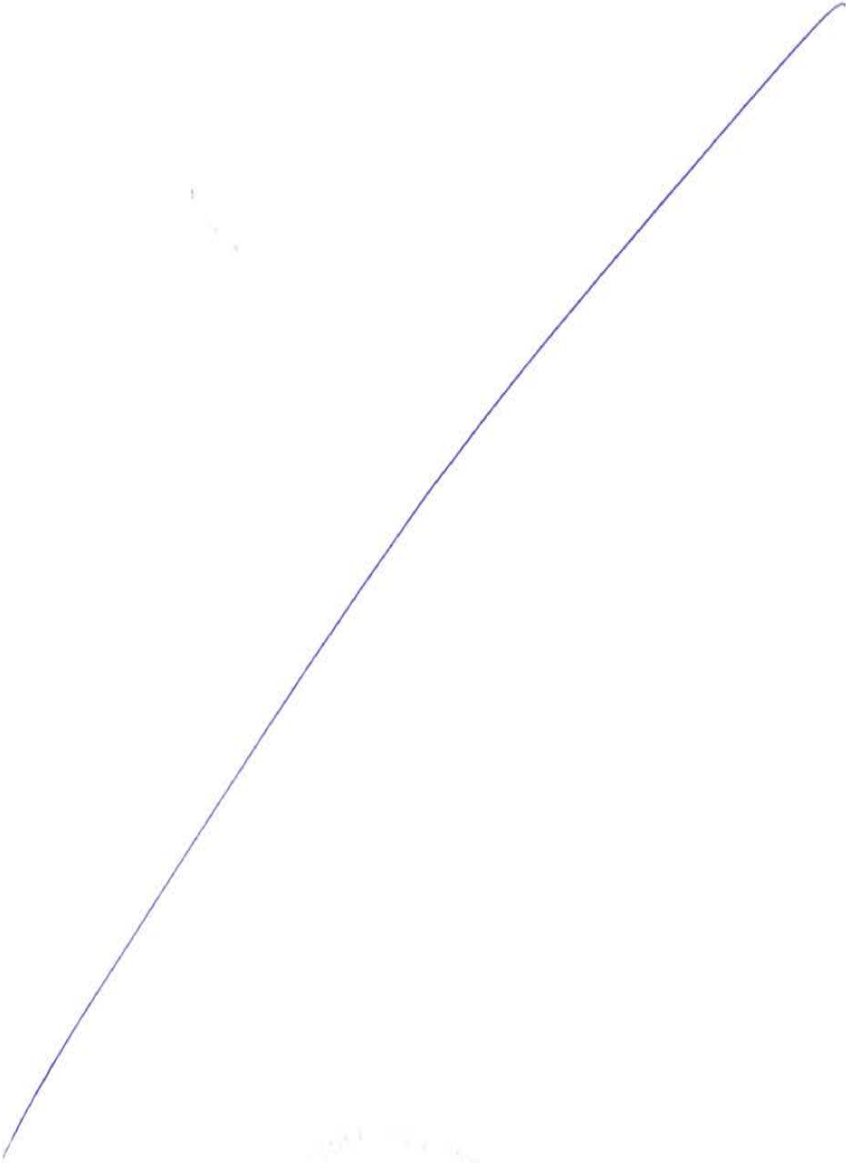
CONTRACT AGREEMENT

**Mumbai Metropolitan Region Development Authority
(MMRDA), Mumbai.**

**Mumbai Trans Harbour Link (MTHL) Project
Package-2**



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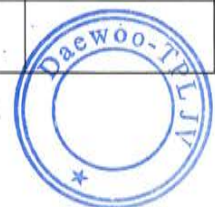
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Package-2 DAEWOO – TPL Joint Venture

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Volume-I

Package-2

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Letters of Clarifications (LoC)	
The Letters of Bid (Technical & Financial)	



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CONTRACT AGREEMENT (CA)

FOR

**PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT
(PACKAGE 2) CONSTRUCTION OF 7.807 KM LONG BRIDGE
SECTION (CH 10+380 – CH 18+187) ACROSS THE MUMBAI BAY
INCLUDING SHIVAJI NAGAR INTERCHANGE**

**IFB NO.: MMRDA/ENG1/000753 DATED 4TH JANUARY 2017
(JICA Loan No.: Mumbai Trans-Harbour Link Project (I) ID-P255)**

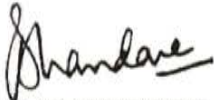
BETWEEN

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

AND

**DAEWOO – TPL JOINT VENTURE
(M/s DAEWOO ENGINEERING & CONSTRUCTION Co. Ltd. &
M/s TATA PROJECTS Ltd.)**

Made On 19th Day of January, 2018

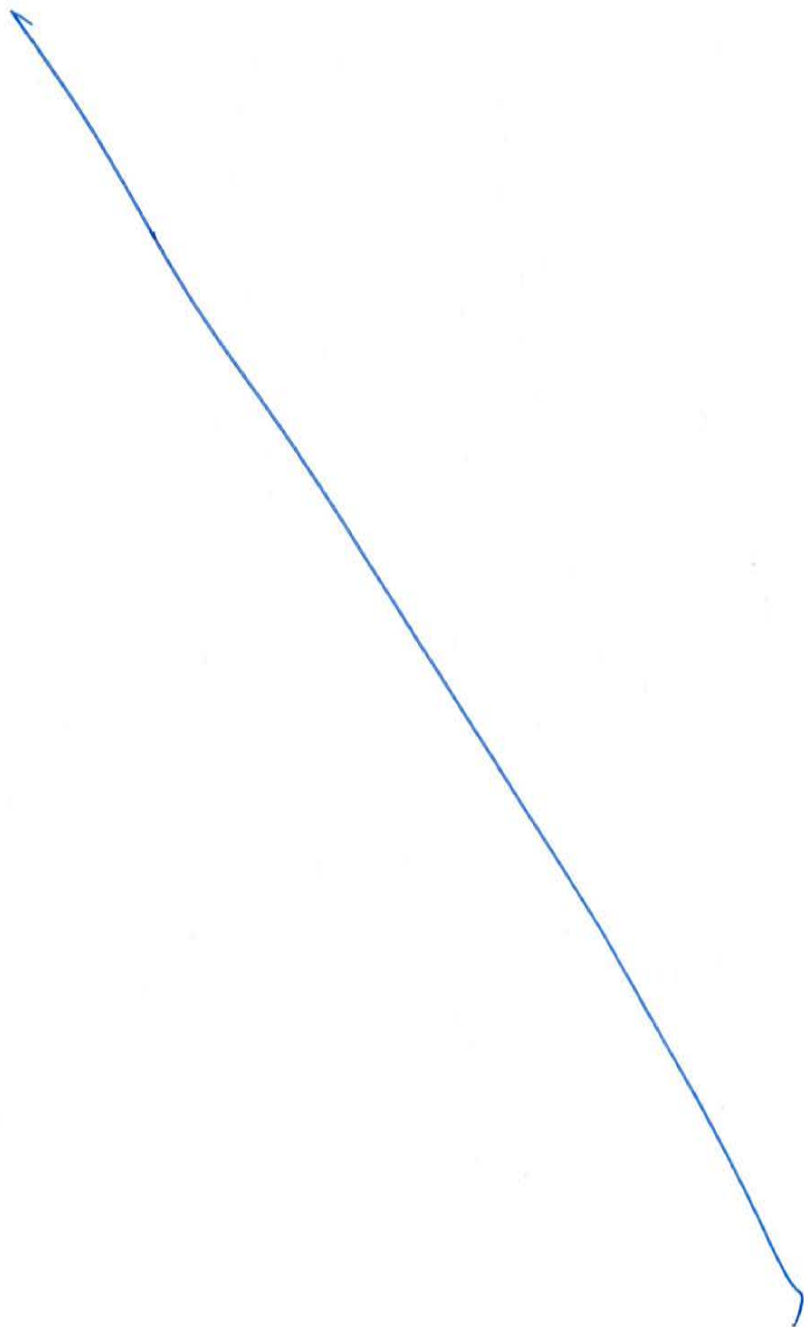


Mr. SANJAY KHANDARE, IAS
Additional Metropolitan Commissioner,
Mumbai Metropolitan Region Development
Authority (MMRDA)
9th Floor, New MMRDA Office Building,
Plot No. R-05, R-06 & R-12, 'E'-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai-400051,
Maharashtra, India




Mr. Min-Geun KIM
(Authorised Representative)
DAEWOO – TPL Joint Venture,
M/s DAEWOO Engineering & Construction Co.
Ltd. and M/s Tata Projects Ltd.)
11th Floor, Hiranandani Knowledge Park,
Technology Street, Powai, Mumbai- 400076,
Maharashtra, India.







महाराष्ट्र MAHARASHTRA

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SZ 379306

प्रधान मुद्रांक कार्यालय, मुंबई
 प.म.वि.क. ८००००९०
 J-9 JAN 2018
 सक्षम अधिकारी

श्रीमती, ए. वि. मसुरकर

CONTRACT AGREEMENT (CA)

THIS AGREEMENT made on the 19th Day of January, 2018, between Mumbai Metropolitan Region Development Authority (MMRDA), Mumbai (hereinafter "the Employer"), of the one part, and DAEWOO – TPL Joint Venture (M/s DAEWOO Engineering & Construction Co. Ltd. and M/s Tata Projects Ltd.), 11th Floor, Hiranandani Knowledge Park, Technology Street, Powai, Mumbai- 400076, Maharashtra, India. (hereinafter "the Contractor"), of the other part:

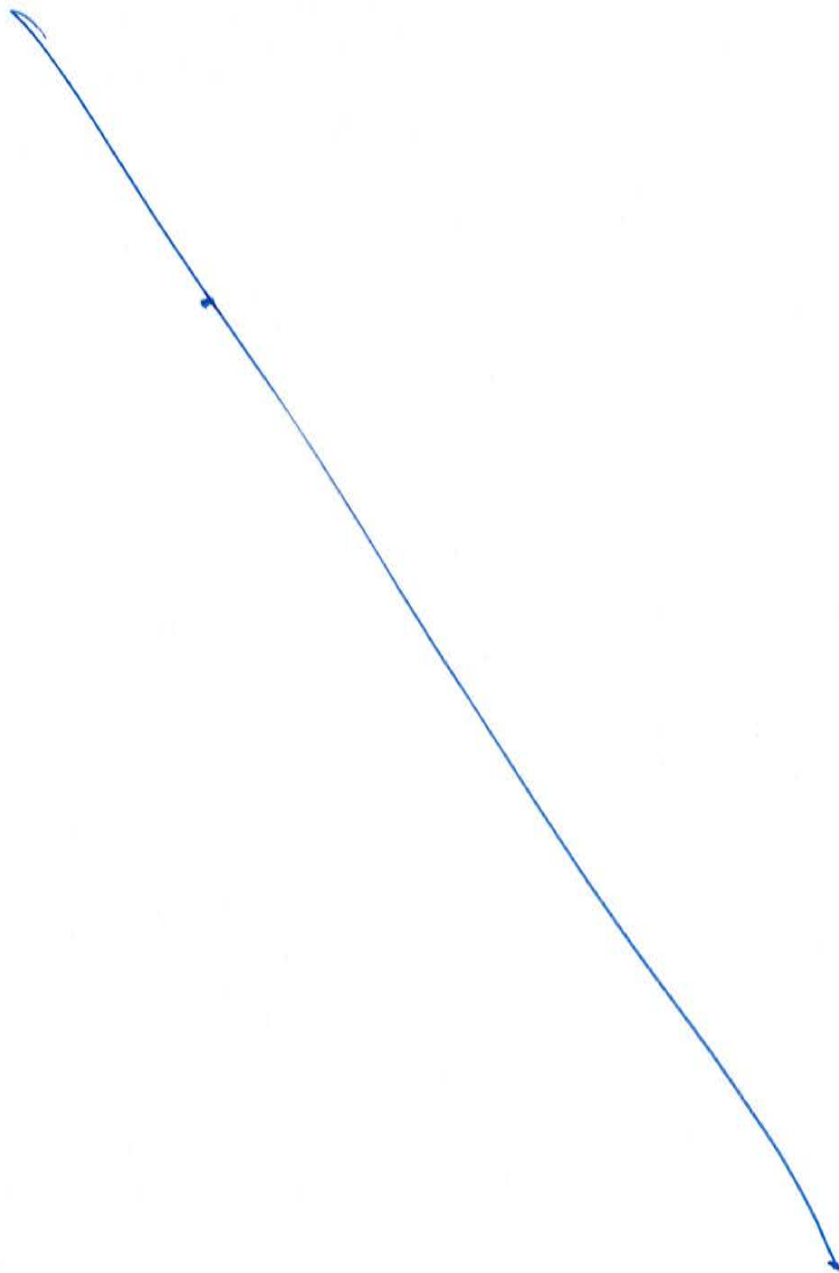
WHEREAS the Employer desires that the Works known as "Procurement of Mumbai Trans Harbour Link Project (Package-2), Construction of 7.807 km long bridge section (CH 10+380 – CH 18+187) across the Mumbai Bay including Shivaji Nagar interchange," should be executed by the Contractor and has accepted the Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,



Shankar

KW





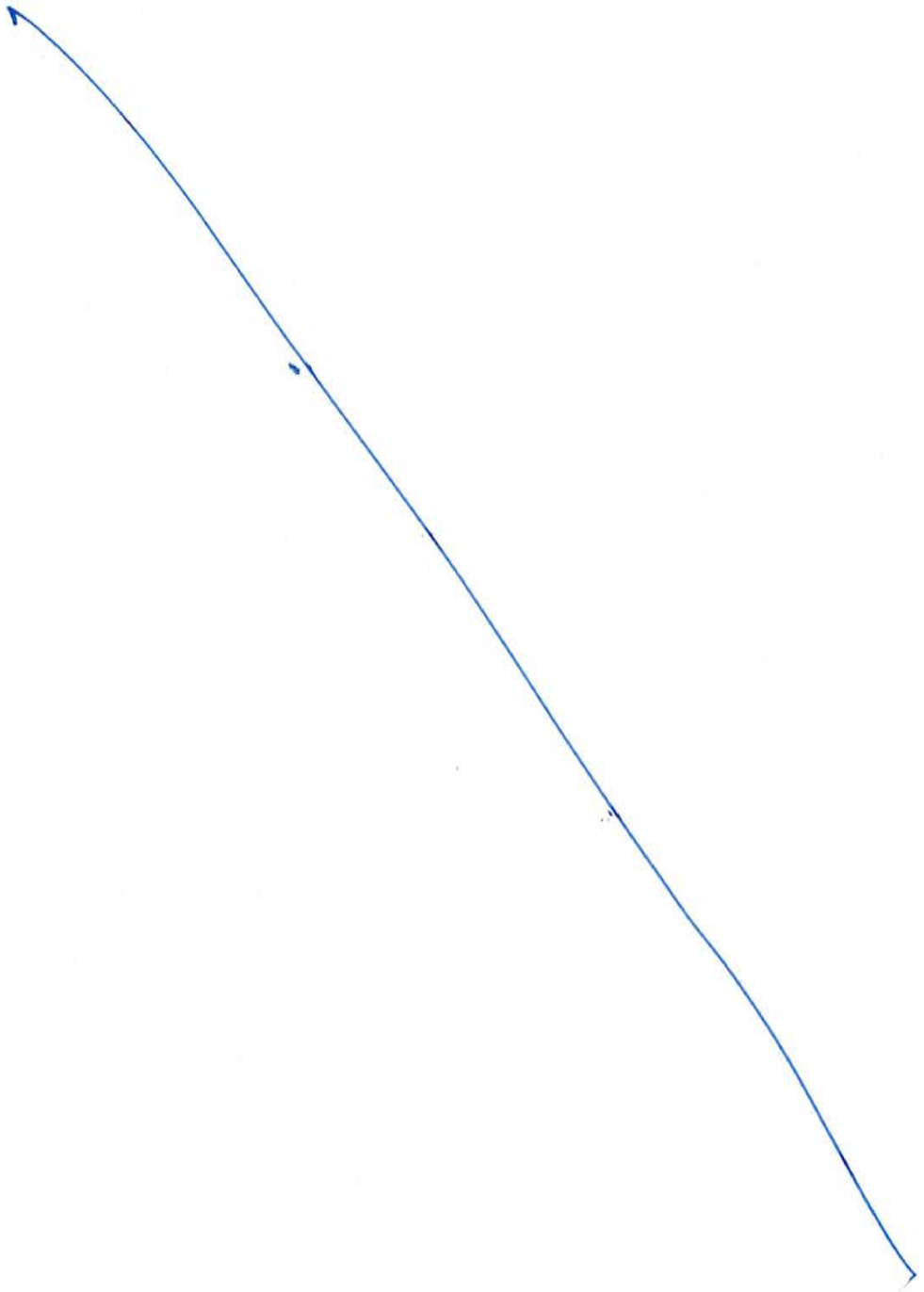
The Employer and the Contractor agree as follows:

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.



Shandane

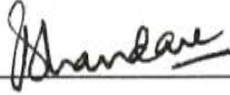




In witness whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

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



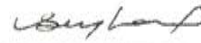
Signed by

Name: **Mr. Min-Geun KIM**
(Authorised Representative),
DAEWOO – TPL Joint Venture,
(M/s DAEWOO Engineering & Construction
Co. Ltd. and M/s Tata Projects Ltd.)
11th Floor, Hiranandani Knowledge Park,
Technology Street, Powai, Mumbai-
400076, Maharashtra, 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



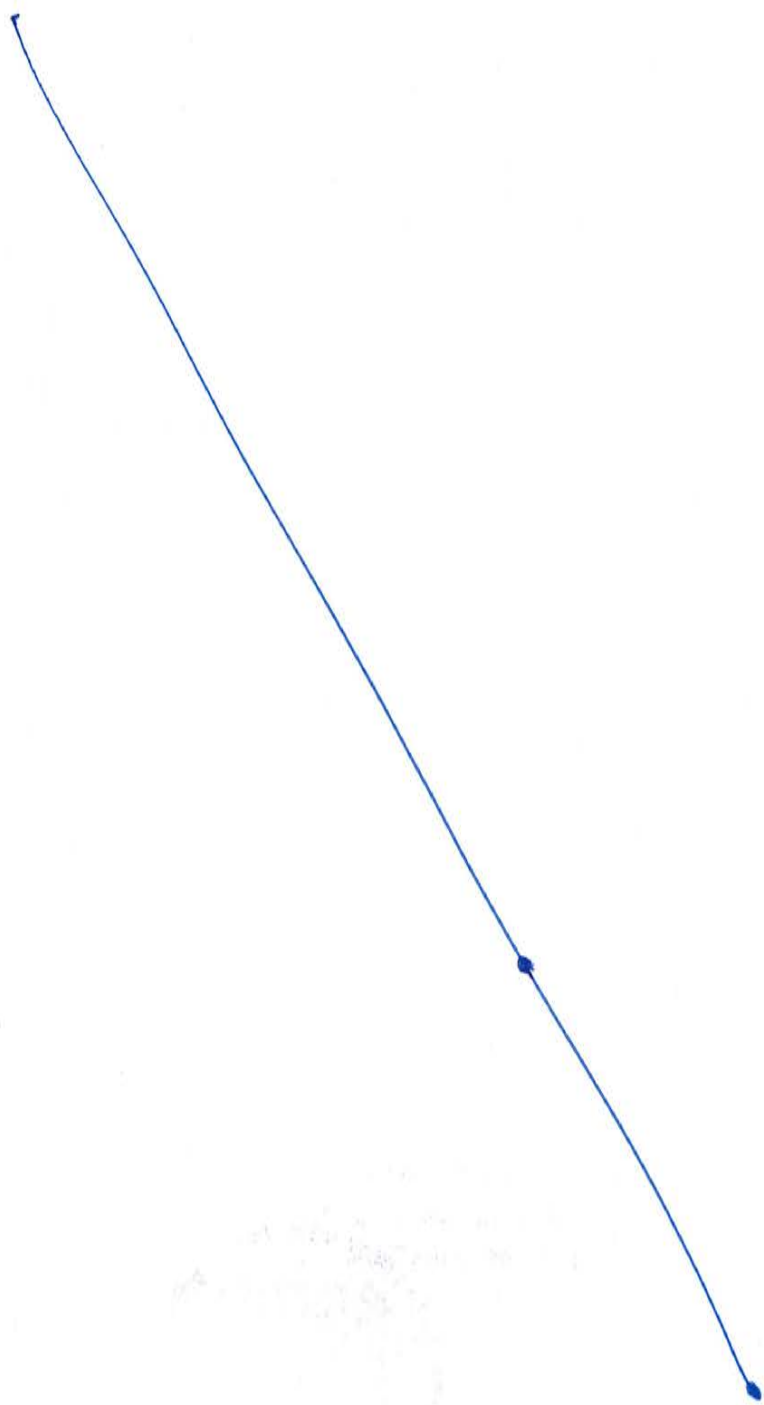
in the presence of:

Mr. Vivek Singhal,
Chief Operating Officer – Urban
Infrastructure,
Tata Projects Limited
11th Floor, Hiranandani Knowledge Park,
Technology Street, Powai,
Mumbai- 400076,
Maharashtra, India

Date: 19th Day of January, 2018

Date: 19th Day of January, 2018





Ref: OM17-402

Date: 27 December 2017

To,

The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)

Bandra-Kurla Complex, Bandra (East),

Mumbai-400051

Kind Attn: Dr. D.T. Thube

Project: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No: MMRDA/ENG/000753

Sub: Submission of Performance Security Guarantees

Ref:

1. Letter of Acceptance (LOA) No. MMRDA/MTHL/PKG-2/LOA/11-17 issued by MMRDA dated 17-11-2017
2. Daewoo – TPL JV's Letter No. OM17-391 dated 06-12-2017
3. Daewoo – TPL JV's Letter No. OM17-394 dated 08-12-2017
4. MMRDA's Letter No. MMRDA/MTHL/Pkg-2/PS/Extension/D-TPL(JV)/12-17 dated 11-12-2017
5. MMRDA's Letter No. MMRDA/MTHL/Pkg-2/PS/Format/ D-TPL(JV)/12-17 dated 13-12-2017

Dear Sir,

This is pursuant to Clause 4.2 of GC and Part A – Contract Data of PC of the Tender Conditions and further to grant of extension of time by MMRDA, vide letter dated 11-12-2017 referred above at 4., for the submission of Performance Security Guarantees.

Daewoo-TPL JV hereby submits the Performance Security Guarantees equivalent to 5% of the Accepted Contract Amount in the same currencies of the Accepted Contract Amount, for the necessary validity and in the format stipulated in the Tender conditions and validated by MMRDA.

Recd
on
27/12/17
at
4.30
PM



The details of the Guarantees are as under:

BG No.	Currency	Amount of BG	Validity up to	Issuing Bank	Date of Issuance of BG
1303917BG0000891	INR	190,78,60,730.45	14-10-2024	State Bank of India	26-12-2017
1303917FG0000889	USD	7,681,697.90	14-10-2024	State Bank of India	22-12-2017
1303917FG0000890	JPY	697,620,748	14-10-2024	State Bank of India	22-12-2017

Please acknowledge receipt of the same.

Yours truly,
For Daewoo-TPL JV



Authorized Signatory

Encl: Original Guarantees (3 nos.) bearing the details tabulated hereinabove





తెలంగాణ తెలంగాణ TELANGANA

S.No. 10586 Date 05/12/2017
 Name: E. RAMAKRISHNA
 S/o: Satyam
 For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI M 829428
 Licensed Stamp Vendor
 No.22/98, R.No.16-07-045/2017
 City Civil Court Compound,
 East Marredpally, Secunderabad.
 P.No.8885278973

PERFORMANCE GUARANTEE NO.1303917FG0000889 DT: 22.12.2017

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
 1ST FLOOR, NEW OFFICE BUILDING
 PLOT NO.R-05, R-06 & R12, E BLOCK
 BANDRA KURLA COMPLEX, BANDRA (E)
 MUMBAI - 400 005
 MAHARASHTRA - INDIA

Hy-5328587

1. WE HAVE BEEN INFORMED THAT DAEWOO - TPL JV, HIRANANDANI KNOWLEDGE PARK , 11TH FLOOR TECHNOLOGY STREET, POWAI, MUMBAI 400076 (HEREINAFTER CALLED 'THE APPLICANT') HAS BEEN ISSUED THE LETTER OF ACCEPTANCE VIDE LETTER NO. MMRDA/MTHL/PKG-2/LOA/11-17 DATED 27/11/2017 BY THE BENEFICIARY, FOR THE EXECUTION OF 'PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE 2) CONSTRUCTION OF 7.807 KM LONG BRIDGE SECTION (CH 10+380 CH 18+187) ACROSS THE MUMBAI BAY INCLUDING SHIVAJI NAGAR INTERCHANGE UNDER IDENTIFICATION NO. MMRD A/ENG1/000753' (HEREINAFTER CALLED 'THE CONTRACT').

2. FURTHERMORE, WE UNDERSTAND THAT, ACCORDING TO THE CONDITIONS OF THE CONTRACT, A PERFORMANCE GUARANTEE IS REQUIRED.

कृते भारतीय स्टेट बैंक
 For STATE BANK OF INDIA

प्रबंधक (आई.बि.) / Manager (IB)
 कार्पोरेट लेखा समूह शाखा, हैदराबाद
 CAG Br. Hyderabad (13039)

सुधान्त
 S. SUDHANT
 SS No. S-16348
 CAG-Hyderabad-13039
 Ph: 040-23421428

Chief Manager (IB)
 Corporate Accounts Group Br. Hyd.

KUNJABAN BAG
 SS No. 5709
 CAG-Hyderabad-13039
 Ph: 040-23421431



Contd...2/-



తెలంగాణ తెలంగాణ TELANGANA

S.No. 105817 Date 05/12/2017

Name: E. RAMAKRISHNA

S/o: Satyam

For Whom: STATE BANK OF INDIA

M. Ramadevi

M. RAMADEVI

M 829429

Licensed Stamp Vendor

No.22/98, R.No.16-07-045/2017

City Civil Court Compound,

East Marredpally, Secunderabad,

P.No.8885278973

:2:

PERFORMANCE GUARANTEE NO.1303917FG0000889 DT: 22.12.2017

3. 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 7,681,697.90 (UNITED STATES SEVEN MILLION SIX HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED NINETY SEVEN DOLLARS AND NINETY CENTS 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

4. THIS GUARANTEE SHALL EXPIRE, NO LATER THAN THE 14TH DAY OF OCTOBER, 2024. ANY DEMAND FOR PAYMENT UNDER IT MUST BE RECEIVED BY US AT THIS OFFICE INDICATED ABOVE ON OR BEFORE THAT DATE.

కృతే భారతీయ స్టేట్ బేంక్
For STATE BANK OF INDIA

ప్రబంధక (ఆర్.టి.) / Manager (IB)
కార్పొరేట్ అకౌంట్స్ సమూహ శాఖ, హైదరాబాద్
CAG Br. Hyderabad (13039)

S. SUDHAKAR
SS No. S-16345
CAG-Hyderabad-13039
Ph: 040-23421428



ముఖ్య ప్రాబంధక (ఆర్.టి.) / Chief Manager (IB)
కార్పొరేట్ అకౌంట్స్ సమూహ శాఖ, హైదరాబాద్ / Corporate Accounts Group Br. Hyd.

KUNJABAN BAG
SS No. 5709
CAG-Hyderabad-13039
Ph: 040-23421431



:3:

PERFORMANCE GUARANTEE NO.1303917FG0000889 DT: 22.12.2017

5. 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.

6. 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.

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN BEFORE.

A) OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED USD 7,681,697.90 (UNITED STATES SEVEN MILLION SIX HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED NINETY SEVEN DOLLARS AND NINETY CENTS ONLY)

B) THIS BANK GUARANTEE SHALL BE VALID UPTO 14/10/2024.

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 14.10.2024 AT SBI CAG HYDERABAD.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (आई.बि.) / Manager (IB)
कांपरिट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)

S. SUDHAKAR
SS No. S-16348
CAG-Hyderabad-13039
Mn- 040-23421431

कृते भारतीय स्टेट बैंक/For STATE BANK OF INDIA

मुख्य प्रबंधक (आई.बि.) / Chief Manager (IB)
कांपरिट लेखा समूह शाखा, हैदराबाद / Corporate Accounts Group Br. Hyd.

KUNJABAN BAG
SS No. 5709
CAG-Hyderabad-13039
Ph: 040-23421431





తెలంగాణ తెలంగాణ TELANGANA

S.No. 10583 Date 05/12/2017

Name: E. RAMAKRISHNA

S/o: Satyam

For Whom: STATE BANK OF INDIA PERFORMANCE GUARANTEE NO.1303917BG0000891

1303917BG0000891

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING
PLOT NO.R-05, R-06 & R12, E BLOCK
BANDRA KURLA COMPLEX, BANDRA (E)
MUMBAI - 400 005
MAHARASHTRA - INDIA

M. Ramadevi
M. RAMADEVI M 829425
Licensed Stamp Vendor
No.22/98, R.No.16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad.
P.No.8885278973

26 DEC 2017

1. WE HAVE BEEN INFORMED THAT DAEWOO - TPL JV, HIRANANDANI KNOWLEDGE PARK , 11TH FLOOR TECHNOLOGY STREET, POWAI, MUMBAI 400076 (HEREINAFTER CALLED 'THE APPLICANT') HAS BEEN ISSUED THE LETTER OF ACCEPTANCE VIDE LETTER NO. MMRDA/MTHL/PKG-2/LOA/11-17 DATED 17/11/2017 BY THE BENEFICIARY, FOR THE EXECUTION OF 'PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE 2) CONSTRUCTION OF 7.807 KM LONG BRIDGE SECTION (CH 10+380 - CH 18+187) ACROSS THE MUMBAI BAY INCLUDING SHIVAJI NAGAR INTERCHANGE UNDER IDENTIFICATION NO. MMRD A/ENG1/080753' (HEREINAFTER CALLED 'THE CONTRACT').

2. FURTHERMORE, WE UNDERSTAND THAT, ACCORDING TO THE CONDITIONS OF THE CONTRACT, A PERFORMANCE GUARANTEE IS REQUIRED.

26 DEC 2017

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

G. Ravindra
उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.

G. RAVINDRA
SS No. R-9686
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

B. Vidya Rani
उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039



Contd..2/-





తెలంగాణ తెలంగాణ TELANGANA

S.No. 10582 Date 25.12.2017
 Name: E. RAMAKRISHNA
 S/o: Satyam
 For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI M 829424
 Licensed Stamp Vendor
 No.22/98, R.No.16-07-045/2017
 City Civil Court Compound,
 East Marredpally, Secunderabad.
 P.No.8865278973

13 03 91 7BG 0000891

26 DEC 2017



PERFORMANCE GUARANTEE NO.1303917BG0000891 DT: 26.12.2017

3. 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 190,78,60,730.45 (RUPEES ONE HUNDRED NINETY CRORES SEVENTY EIGHT LAKHS SIXTY THOUSAND SEVEN HUNDRED THIRTY AND FORTY FIVE PAISA 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

4. 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.

26 DEC 2017

कृते भारतीय स्टेट बैंक
 For STATE BANK OF INDIA
G. Ravindra
 उप प्रबंधक (सि.एस.)
 Deputy Manager (C.S.)
 कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
 Corporate Accounts Group Br. Hyd.

कृते भारतीय स्टेट बैंक
 For STATE BANK OF INDIA
B. Vidya Rani
 उप प्रबंधक (सि.एस.)
 Deputy Manager (C.S.)
 कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
 Corporate Accounts Group Br. Hyd.

G. RAVINDRA
 SS No. R-9686
 CAG-Hyderabad-13039

B. VIDYA RANI
 SS No. V-3220
 CAG-Hyderabad-13039

Contd..3/-



13 03 91 7BG 0000891

26 DEC 2017

:3:

PERFORMANCE GUARANTEE NO.1303917BG0000891 DT: 26.12.2017

5. 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.

6. 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.

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN BEFORE.

A) OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED INR 190,78,60,730.45 (RUPEES ONE HUNDRED NINETY CRORES SEVENTY EIGHT LAKHS SIXTY THOUSAND SEVEN HUNDRED THIRTY AND FORTY FIVE PAISA ONLY)

B) THIS BANK GUARANTEE SHALL BE VALID UPTO 14/10/2024.

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 14.10.2024 AT SBI CAG HYDERABAD.

26 DEC 2017

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
कापरेटि लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.
G. RAVINDRA
SS No. R-9686
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
कापरेटि लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.
B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039





తెలంగాణ తెలంగాణ TELANGANA

S.No. 10584 Date 05.12.2017

Name: E. RAMAKRISHNA

S/o: Satyam

For Whom: STATE BANK OF INDIA

M. Ramadevi

M. RAMADEVI M 829426

Licensed Stamp Vendor

No.22/98, R.No.16-07-045/2017

City Civil Court Compound,

East Marredpally, Secunderabad.

P.No.8885278973

PERFORMANCE GUARANTEE NO:1303917FG0000890 DT:22.12.2017

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
2ND FLOOR, NEW OFFICE BUILDING
PLOT NO.R-05, R-06 & R12, E BLOCK
BANDRA KURLA COMPLEX, BANDRA (E)
MUMBAI - 400 005
MAHARASHTRA - INDIA



HY-5328586

1. WE HAVE BEEN INFORMED THAT DAEWOO - TPL JV, HIRANANDANI KNOWLEDGE PARK, 11TH FLOOR TECHNOLOGY STREET, POWAI, MUMBAI 400076 (HEREIN AFTER CALLED 'THE APPLICANT') HAS BEEN ISSUED THE LETTER OF ACCEPTANCE VIDE LETTER NO. MMRDA/MTHL/PKG-2/LOA/11-17 DATED 17/11/2017 BY THE BENEFICIARY, FOR THE EXECUTION OF 'PROCUREMENT OF MUMBAI TRANS HARBOUR LINK PROJECT (PACKAGE 2) CONSTRUCTION OF 7.807 KM LONG BRIDGE SECTION (CH 10+380 - CH 18+187) ACROSS THE MUMBAI BAY INCLUDING SHIVAJI NAGAR INTERCHANGE UNDER IDENTIFICATION NO. MMRD A/ENG1/000753' (HEREINAFTER CALLED 'THE CONTRACT').

2. FURTHERMORE, WE UNDERSTAND THAT, ACCORDING TO THE CONDITIONS OF THE CONTRACT A PERFORMANCE GUARANTEE IS REQUIRED.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (आई.बि.) / Chief Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)

S. SUDHAKAR
SS No. S-18345
CAG-Hyderabad-13039
Ph: 040-23421428

कृते भारतीय स्टेट बैंक/For STATE BANK OF INDIA

मुख्य प्रबंधक (आई.बि.) / Chief Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद / Corporate Accounts Group Br. Hyd.

KUNJABAN BAG
SS No. 5709
CAG-Hyderabad-13039
Ph: 040-23421431



Contd..2/-



: 3 :

PERFORMANCE GUARANTEE NO:1303917FG0000890 DT:22.12.2017

5. 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.

6. 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.

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN BEFORE.

A) OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED JPY 697,620,748 (JAPANESE SIX HUNDRED NINETY SEVEN MILLION SIX HUNDRED TWENTY THOUSAND SEVEN HUNDRED FORTY EIGHT YEN ONLY)

B) THIS BANK GUARANTEE SHALL BE VALID UPTO 14/10/2024.

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 14.10.2024 AT SBI CAG HYDERABAD.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (आई.बि.) / Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)

Dr. GOUGHANAN
SS No. 5709
CAG-Hyderabad-13039
Ph: 040-23421431



कृते भारतीय स्टेट बैंक/For STATE BANK OF INDIA

मुख्य प्रबंधक (आई.बि.) / Chief Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद / Corporate Accounts Group Br. Hyd.

KUNJABAN BAG
SS No. 5709
CAG-Hyderabad-13039
Ph: 040-23421431



[A large, faint, handwritten signature or scribble in blue ink, extending diagonally across the page.]



Ref: DW-TPL/2018-001

Date: January 11, 2018

To,

The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)

Bandra-Kurla Complex, Bandra (East),

Mumbai-400051

Kind Attn: Dr. D.T. Thube

Project: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No: MMRDA/ENG/000753

Sub: Submission of Amendment to Performance Security Guarantees

Ref:

1. Letter of Acceptance (LOA) No. MMRDA/MTHL/PKG-2/LOA/11-17 issued by MMRDA dated 17-11-2017
2. Daewoo – TPL JV's Letter No. OM17-391 dated 06-12-2017
3. Daewoo – TPL JV's Letter No. OM17-394 dated 08-12-2017
4. MMRDA's Letter No.MMRDA/MTHL/Pkg-2/PS/Extension/D-TPL(JV)/12-17 dated 11-12-2017
5. MMRDA's Letter No.MMRDA/MTHL/Pkg-2/PS/Format/ D-TPL(JV)/12-17 dated 13-12-2017
6. Daewoo – TPL JV's Letter No. OM17-402 dated 27-12-2017
7. MMRDA's letter No.MMRDA/MTHL/Pkg-2/PS/Correction/D-TPL(JV)/12-17 dated 29-12-2017

Dear Sir,

This is further to the submission of Performance Security Guarantees by Daewoo-TPL JV vide the letter dated 27-12-2017 referred above at 6. and MMRDA's letter dated 29-12-2017 seeking some corrections to the said Performance Security Guarantees, referred above at 7.

Daewoo-TPL JV hereby submits the Amendment – 1 dated 10-01-2018 for following Performance Security Guarantees already submitted to MMRDA:



BG No.	Currency	Amount of BG	Validity up to	Issuing Bank	Date of Issuance of BG
1303917BG0000891	INR	190,78,60,730.45	14-10-2024	State Bank of India	26-12-2017
1303917FG0000889	USD	7,681,697.90	14-10-2024	State Bank of India	22-12-2017
1303917FG0000890	JPY	697,620,748	14-10-2024	State Bank of India	22-12-2017

Please acknowledge receipt of the same.

Yours truly,

For Daewoo-TPL JV

KIM MIN GIBIN

Authorized Signatory



Encl: Original Amendment – 1 (3 nos.) to Performance Guarantees tabulated hereinabove





తెలంగాణ తెలంగాణ TELANGANA

M. Ramadevi
M. RAMADEVI

M 829626

Licensed Stamp Vender
No.22/98, R.No.16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad.
P.No.8885278973

No. 10850 Date 26/12/2017

Name: E. RAMAKRISHNA

Address: Katyam

Whom: STATE BANK OF INDIA

Performance Guarantee No. 1303917BG0000891

Dated 26.12.2017

To,
Mumbai Metropolitan Region Development Authority (MMRDA)
2nd Floor, New Office Building, Plot No. R-05, R-06 & R12,
E Block, Bandra Kurla Complex, Bandra (E),
Mumbai – 400051
Maharashtra – India

10 JAN 2018

Sub: Amendment to Performance Guarantee

Ref: Performance Guarantee No. 1303917BG0000891 dated 26.12.2017 for INR 190,78,60,730.45/ favouring MMRDA valid till 14.10.2024 (hereinafter called the Original Guarantee)

At the request of Daewoo – TPL JV, Hiranandani Knowledge Park, 11th Floor, Technology Street, Powai, Mumbai – 400076 ('The Applicant'), we State Bank of India, Corporate Accounts Group Branch, Ozone Buildings, 2nd Floor, Punjagutta Main Road, Hyderabad – 500 082, do hereby amend the above mentioned Performance Guarantee No. 1303917BG0000891 dated 26.12.2017 as follows:



Contd.2.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

B. Vidya Rani
उप प्रबंधक (वि.एस.डि.)
Dy. Manager (CSD)
कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.

Hariot Kaur
उप प्रबंधक (वि.एस.डि.)
Dy. Manager (CSD)
कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARIOT KAUR
SS No. K-11168
CAG-Hyderabad-13039



0030



తెలంగాణ తెలంగాణ TELANGANA
No. 10851 Date 26/11/2017
Name: E. RAMAKRISHNA
For: Satyam
For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI M 829627
Licensed Stamp Vender
No. 22/98, R.No. 16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad,
P.No. 8885278973



1303917BA0000891



10 JAN 2018

- The following is inserted as the heading on Page 1 of the Original Guarantee –
“Performance Security Demand Guarantee”
- The word “Beneficiary” is inserted prior to ‘Mumbai Metropolitan Region Development Authority’ on Page 1 of the Original Guarantee
- The Line 4 of Address below ‘Mumbai Metropolitan Region Development Authority’ on Page 1 of the Original Guarantee which reads as “Mumbai – 400005” stands replaced as “Mumbai – 400051”
- The following is inserted after the name and address of Beneficiary on Page 1 of the Original Guarantee and before Para 1. –
“Guarantor: State Bank of India, Corporate Accounts Group Branch, Ozone Buildings, 2nd Floor, Punjagutta Main Road, Hyderabad – 500 082”

The amendments as above shall be read with the Original Guarantee and this Amendment shall form an integral part of the Original Guarantee.

कृपया भारतीय स्टेट बैंक
For STATE BANK OF INDIA
B. Vidya Rani
उप प्रबंधक (वि.एस.डि.)
Dy. Manager (CSD)
कॉर्पोरेट अकाउंट्स समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.
B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृपया भारतीय स्टेट बैंक
For STATE BANK OF INDIA
Harjot Kaur
उप प्रबंधक (वि.एस.डि.)
Dy. Manager (CSD)
कॉर्पोरेट अकाउंट्स समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.
HARJOT KAUR
SS No. K-11168
CAG-Hyderabad-13039
MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
Continued
Dagwoo-TPL JV



1303917BA0000891



10 JAN 2018

Notwithstanding anything contained herein before.

- a. Our liability under this Bank Guarantee shall not exceed INR 190,78,60,730.45/- (Indian Rupees One Hundred Ninety Crores Seventy Eight Lakhs Sixty Thousand Seven Hundred Thirty and Forty Five Paise Only)
- b. This Bank Guarantee shall be valid upto 14/10/2024.
- 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 date 14.10.2024 at SBI CAG Hyderabad.

सर्वे भारतीय स्टेट बैंक
For STATE BANK OF INDIA

B. Vidya Ran
उप प्रबंधक (वि.स.वि.)
Dy. Manager (CSD)
कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.

B. VIDYA RAN
SS No. V-3220
CAG-Hyderabad-13039

सर्वे भारतीय स्टेट बैंक
For STATE BANK OF INDIA

Harjot Kaur
उप प्रबंधक (वि.स.वि.)
Dy. Manager (CSD)
कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
Corporate Accounts Group Br. Hyd.

HARJOT KAUR
SS No. K-11168
CAG-Hyderabad-13039





తెలంగాణ తెలంగాణ TELANGANA
S.No. 10852 Date 26/12/2017
Name: E. RAMAKRISHNA
S/o: Satyam
For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI M 829628
Licensed Stamp Vendor
No.22/98, R.No.16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad.
P.No.8885278973

44-5328964

Performance Guarantee No. 1303917FG0000889
Dated 22.12.2017

To,
Mumbai Metropolitan Region Development Authority (MMRDA)
2nd Floor, New Office Building, Plot No. R-05, R-06 & R12,
E Block, Bandra Kurla Complex, Bandra (E),
Mumbai – 400051
Maharashtra – India

AMENDMENT 1
Dt. 10-JAN-2018

Sub: Amendment to Performance Guarantee

Ref: Performance Guarantee No. 1303917FG0000889 dated 22.12.2017 for USD 7,681,697.90 favoring MMRDA valid till 14.10.2024 (hereinafter called the Original Guarantee)

At the request of Daewoo – TPL JV, Hiranandani Knowledge Park, 11th Floor, Technology Street, Powai, Mumbai – 400076 ('The Applicant'), we State Bank of India, Corporate Accounts Group Branch, Ozone Buildings, 2nd Floor, Punjagutta Main Road, Hyderabad – 500 082, do hereby amend the above mentioned Performance Guarantee No. 1303917FG0000889 dated 22.12.2017 as follows:



कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
Ramesh
प्रबंधक (आइ.बि.)/ Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)

Ramesh
प्रबंधक (आइ.बि.)/ Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)



Contd 2



తెలంగాణ తేలంగానా TELANGANA
10853 Date 26/12/2017
Name: E. RAMAKRISHNA
Address: Gatyam
For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI M 829629
Licensed Stamp Vendor
No.22/98, R.No.16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad.
P.No.8885278973

1303917FG 0000889 DL. 22/12/17 AMENDMENT DL-10/1/18

-2-

- The following is inserted as the heading on Page 1 of the Original Guarantee –
“Performance Security Demand Guarantee”
- The word “Beneficiary” is inserted prior to ‘Mumbai Metropolitan Region Development Authority’ on Page 1 of the Original Guarantee
- The Line 4 of Address below ‘Mumbai Metropolitan Region Development Authority’ on Page 1 of the Original Guarantee which reads as “Mumbai – 400005” stands replaced as “Mumbai – 400051”
- The following is inserted after the name and address of Beneficiary on Page 1 of the Original Guarantee and before Para 1. –
“Guarantor: State Bank of India, Corporate Accounts Group Branch, Ozone Buildings, 2nd Floor, Punjagutta Main Road, Hyderabad – 500 082”

The amendments as above shall be read with the Original Guarantee and this Amendment shall form an integral part of the Original Guarantee.

కృతే భారతీయ స్టేట్ బ్యాంక్
For STATE BANK OF INDIA
Maneeraj
ప్రबंधक (आई.बि.) / Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
Raleah
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)



Contd. 3



1303917FG0000889 Dt. 22/12/17 AMENDMENT Pt. 10/1/18

-3-

Notwithstanding anything contained herein before.

- Our liability under this Bank Guarantee shall not exceed USD 7,681,697.90/- (United States Seven Million Six Hundred Eighty One Thousand Six Hundred Ninety Seven Dollars and Ninety Cents Only)
- This Bank Guarantee shall be valid upto 14/10/2024.
- 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 date 14.10.2024 at SBI CAG Hyderabad.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

Ameeeraj
प्रबंधक (आई.वि.)/ Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

Rohit
प्रबंधक (आई.वि.)/ Manager (IB)
कार्पोरेट लेखा समूह शाखा, हैदराबाद
CAG Br. Hyderabad (13039)





తెలంగాణ తెలంగాణ TELANGANA

10.84.9... Date 26/12/2017

To: E. RAMAKRISHNA

Hyderabad

Whom: STATE BANK OF INDIA

M. RAMADEVI

M 829624

Licensed Stamp Vendor

No.22/98, R.No.16-07-045/2017

City Civil Court Compound,

East Marredpally, Secunderabad.

P.No.8885278973

Performance Guarantee No. 1303917FG0000890

Dated 22.12.2017

To,

Mumbai Metropolitan Region Development Authority (MMRDA)

2nd Floor, New Office Building, Plot No. R-05, R-06 & R12,

E Block, Bandra Kurla Complex, Bandra (E),

Mumbai - 400051

Maharashtra - India

Sub: Amendment to Performance Guarantee



HY 5328965

AMENDMENT No. 1

DE. 10 - JAN - 2018

Ref: Performance Guarantee No. 1303917FG0000890 dated 22.12.2017 for JPY 697,620,748 favoring MMRDA valid till 14.10.2024 (hereinafter called the Original Guarantee)

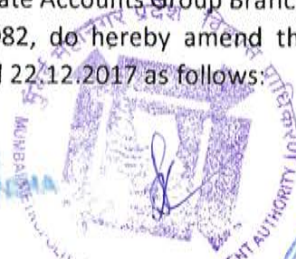
At the request of Daewoo - TPL JV, Hiranandani Knowledge Park, 11th Floor, Technology Street, Powai, Mumbai - 400076 ('The Applicant'), we State Bank of India, Corporate Accounts Group Branch, Ozone Buildings, 2nd Floor, Punjagutta Main Road, Hyderabad - 500 082, do hereby amend the above mentioned Performance Guarantee No. 1303917FG0000890 dated 22.12.2017 as follows:

Contd.2.

కృతే భారతీయ స్టేట్ బ్యాంక్
For STATE BANK OF INDIA

పరిపాలక (ఆర్.వి.)/ Manager (IB)
కార్పొరేట్ లెజా సమూహ శాఖ, హైదరాబాద్
TAG Br. Hyderabad (13039)

కృతే భారతీయ స్టేట్ బ్యాంక్
For STATE BANK OF INDIA
Rajesh
పరిపాలక (ఆర్.వి.)/ Manager (IB)
కార్పొరేట్ లెజా సమూహ శాఖ, హైదరాబాద్
TAG Br. Hyderabad (13039)





తెలంగాణ తేలంగానా TELANGANA

No. 10849 Date 26/12/2017
 Name: E. RAMAKRISHNA
 Address: Satyam
 For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI M 829625
 Licensed Stamp Vendor
 No.22/98, R.No.16-07-045/2017
 City Civil Court Compound,
 East Marredpally, Secunderabad,
 P.No.8885278973

1303917F60000890 Dt. 22/12/17 AMENDMENT Dt. 10/1/18

-2-

- The following is inserted as the heading on Page 1 of the Original Guarantee –
 "Performance Security
 Demand Guarantee"
- The word "Beneficiary" is inserted prior to 'Mumbai Metropolitan Region Development Authority' on Page 1 of the Original Guarantee
- The Line 4 of Address below 'Mumbai Metropolitan Region Development Authority' on Page 1 of the Original Guarantee which reads as "Mumbai – 400005" stands replaced as "Mumbai – 400051"
- The following is inserted after the name and address of Beneficiary on Page 1 of the Original Guarantee and before Para 1. –
 "Guarantor: State Bank of India, Corporate Accounts Group Branch, Ozone Buildings, 2nd Floor, Punjagutta Main Road, Hyderabad – 500 082"

The amendments as above shall be read with the Original Guarantee and this Amendment shall form an integral part of the Original Guarantee.

కృతే భారతీయ స్టేట్ బ్యాంక్
 For STATE BANK OF INDIA

Lameery
 అధ్యక్షుడు (आई.బి.) / Manager (IB)
 కార్పొరేట్ లెజా సమూహ శాఖ, హైదరాబాద్
 CAG Br. Hyderabad (13039)

కృతే భారతీయ స్టేట్ బ్యాంక్
 For STATE BANK OF INDIA

Raksh
 అధ్యక్షుడు (आई.బి.) / Manager (IB)
 కార్పొరేట్ లెజా సమూహ శాఖ, హైదరాబాద్
 CAG Br. Hyderabad (13039)



1303917FG 0000890 Dt. 22/12/17 AMENDMENT Dt. 10/1/18

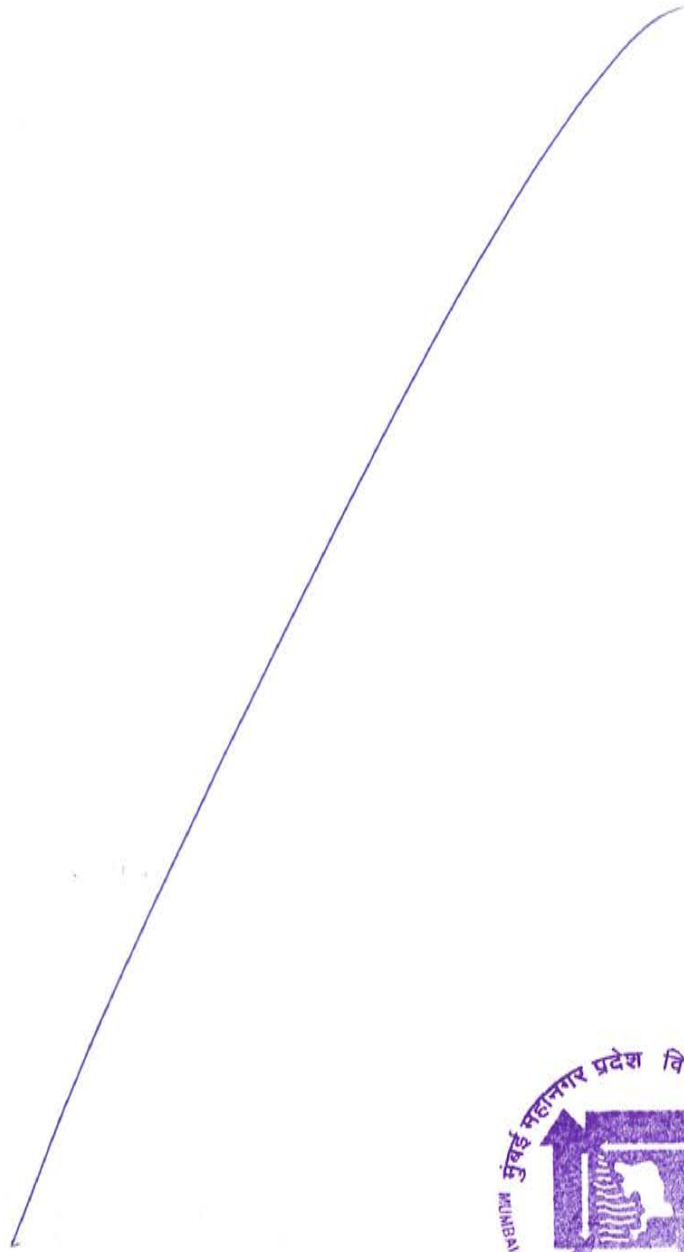
Notwithstanding anything contained herein before.

- a. Our liability under this Bank Guarantee shall not exceed JPY 697,620,748/- (Japanese Six Hundred Ninety Seven Million Six Hundred Twenty Thousand Seven Hundred Forty Eight Yen Only)
- b. This Bank Guarantee shall be valid upto 14/10/2024.
- 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 date 14.10.2024 at SBI CAG Hyderabad.

कृते भारतीय स्टेट बैंक
 For STATE BANK OF INDIA
Sanjeev
 प्रबंधक (आई.बि.)/ Manager (IB)
 कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
 CAG Br. Hyderabad (13039)

कृते भारतीय स्टेट बैंक
 STATE BANK OF INDIA
Rekha
 प्रबंधक (आई.बि.)
 कॉर्पोरेट लेखा समूह शाखा, हैदराबाद
 CAG Br. Hyderabad (13039)





Ref: DW-TPL/2018- 006

Date: January 16, 2018

To,

The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)
Bandra-Kurla Complex, Bandra (East),
Mumbai-400051

Kind Attn: Dr. D.T. Thube

Project: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No: MMRDA/ENG/000753

Sub: Submission of Registered JV Agreement

Ref:

1. Letter of Acceptance (LOA) No. MMRDA/MTHL/PKG-2/LOA/11-17 issued by MMRDA dated 17-11-2017

Dear Sir,

Pursuant to Revised Description at Sr. No. 164 of Addendum 5 to Section-1, ITB, Clause 4, sub-Clause 4.1, Daewoo-TPL JV hereby submits the original legally registered JV Agreement as required prior to the signing of the Contract Agreement for the Project.

Daewoo-TPL JV trusts that Chief Engineer will find the above to be in compliance with the conditions mentioned.

Yours truly,

For Daewoo-TPL JV

Authorized Signatory

Encl: As stated above

KIM MINGBON

[Handwritten signature]



Received original JV agreement subject to verification!

[Signature]
16/01/17

[Signature]
16.01.17

Noted - [Signature]
16.1.18

EE(VAS)



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0000 0041

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450/346

पावती

Original/Duplicate

Monday, January 15, 2018

नोंदणी क्र. :39म

2:52 PM

Regn.:39M

पावती क्र.: 388 दिनांक: 15/01/2018

पावाचे नाव: वरळी

दस्तऐवजाचा अनुक्रमांक: वबई3-346-2018

दस्तऐवजाचा प्रकार : वर्क कॉन्ट्रॅक्ट

सादर करणाऱ्याचे नाव: टाटा प्रोजेक्ट्स लिमिटेड कंपनी तर्फे चिफ ऑपरेटिंग ऑफिसर विवेक सिंघल

नोंदणी फी

₹. 1000.00

दस्त हाताळणी फी

₹. 660.00

पृष्ठांची संख्या: 33

DELIVERED

एकूण:

₹. 1660.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

2:54 PM ह्या वेळेस मिळेल.

lll

सह दुय्यम निबंधक, मुंबई-3

बाजार मूल्य: ₹.1 /-

मोबदला ₹.56120000000/-

भरलेले मुद्रांक शुल्क : ₹. 15000/-

सह दुय्यम निबंधक
मुंबई शहर क्र. ३

DELIVERED

1) देयकाचा प्रकार: eChallan रक्कम: ₹.1000/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH009415579201718E दिनांक: 15/01/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: ₹ 660/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping track of adjusted fees

csyhs



1/15/2018

2800

0044

THE UNIVERSITY OF
MICHIGAN LIBRARY



0045

450/346

इतर पावती

Original/Duplicate

Monday, 15 January 2018 3:49 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 393 दिनांक: 15/01/2018

गावाचे नाव: -वरळी

दस्तऐवजाचा अनुक्रमांक: बबई-3 -346-2018

दस्तऐवजाचा प्रकार : बर्क कॉन्ट्रॅक्ट

सादर करणाऱ्याचे नाव: टाटा प्रोजेक्ट्स लिमिटेड कंपनी तर्फे चिफ ऑपरेटिंग ऑफिसर विवेक सिंघल

वर्णन

दस्त हाताळणी फी

रु. 60.00

पुढांजी शुल्का: 3

एकूण:

रु. 60.00

सह दुय्यम निबंधक, मुंबई-3

1); देयकाचा प्रकार: By Cash रक्कम: रु 60/-

सह दुय्यम निबंधक
मुंबई शहर क्र. ३

1/15/2018

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इतर पावती

Original/Duplicate

Monday, 15 January 2018 4:55 PM

नोंदणी क्र. :39M

Regn.:39M

पावती क्र.: 398 दिनांक: 15/01/2018

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: बबई3 -0-2018

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: टाटा प्रोजेक्ट्स लिमिटेड कंपनी तर्फे चिफ ऑपरेटिंग ऑफिसर विवेक सिंघल

वर्णन -

जादा नादणी फी अनुच्छेद 17

रु. 29000.00

एकूण:

रु. 29000.00

सह दुय्यम निबंधक, मुंबई-3

1); देयकाचा प्रकार: eChallan रक्कम: रु.29000/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH009434233201718E दिनांक: 15/01/2018

बँकेचे नाव व पत्ता:

सह दुय्यम निबंधक
मुंबई शहर क्र. ३

1/15/2018

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CHALLAN
MTR Form Number-6

GRN	MH009415579201718E	BARCODE			Date	15/01/2018-12:10:53	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Registration Fee					
Office Name				BBE3_JT SUB REGISTRAR MUMBAI CITY 3					
Location				MUMBAI					
Year				2017-2018 One Time					
Account Head Details				Amount In Rs.		Premises/Building			
0030045501 Stamp Duty				15000.00		Road/Street			
0030063301 Registration Fee				1000.00		Area/Locality			
						Town/City/District			
						PIN			
						4 0 0 0 7 6			
				Remarks (If Any)					
				SecondPartyName=DAEWOO ENGINEERING AND CONSTRUCTION CO LIMITED~					
				Amount In		Sixteen thousand Rupees Only			
Total				16,000.00		Words			
Payment Details				BANK OF BARODA					
				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		02003942018011501038 80538396	
Cheque/DD No.				Bank Date		RBI Date		15/01/2018-12:11:54 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 दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-450-346	0005222648201718	15/01/2018-14:41:54	IGR184	1000.00
2	(iS)-450-346	0005222648201718	15/01/2018-14:41:54	IGR184	15000.00
Total Defacement Amount					16,000.00

0050



[Faint, illegible handwritten notes in purple ink, possibly bleed-through from the reverse side of the page.]

Formal Agreement

for

Mumbai Trans Harbour Link Project

for

(Package-2)

Construction of a 7.807km long bridge section
(CH 10+380-CH 18+187) across the Mumbai Bay
and Shivaji Nagar Interchange



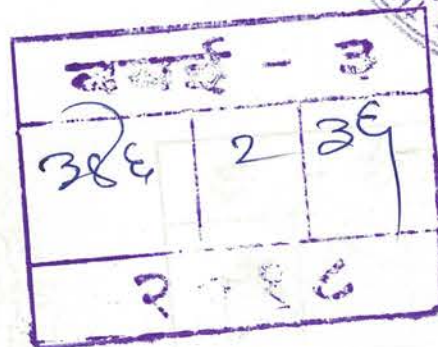
15 January 2018

by and between

Daewoo Engineering & Construction Co., Ltd.

and

Tata Projects Limited



Contents

Article	Page
1. Objective	3
2. Joint and Several Liability	3
3. Exclusivity	3
4. Proportionate Share	4
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6. Executive Authority	4
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8. Costs	4
9. Bonds, Guarantees and Indemnities	4
10. Bank Account(s), Working Capital and Accounting System	5
11. Confidentiality	5
12. Term	5
13. Governing Law and Dispute Resolution	5
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CHALLAN
MTR Form Number-6

0053

GRN	MH009415579201718E	BARCODE			Date	15/01/2018-12:10:53	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BBE3_JT SUB REGISTRAR MUMBAI CITY 3				
Location				MUMBAI				
Year				2017-2018 One Time				
Account Head Details				Amount In Rs.		Premises/Building		
0030045501 Stamp Duty				15000.00		Road/Street		
0030063301 Registration Fee				1000.00		Area/Locality		
						Town/City/District		
						PIN		
						4 0 0 0 7 6		
				Remarks (If Any)				
				SecondPartyName=DAEWOO ENGINEERING AND CONSTRUCTION CO LIMITED-				
				Amount In		Sixteen Thousand Rupees Only		
Total				16,000.00		Words		
Payment Details				BANK OF BARODA				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
				Bank CIN		Ref. No.		02003942018011501038
				Bank Date		RBI Date		15/01/2018-12:11:54
Cheque/DD No.								Not Verified with RBI
Name of Bank				Bank-Branch		BANK OF BARODA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Mobile No. Not Available

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

बिल नं. ३	
३८६	३९
२०१८	



Page 1/1



Print Date 15-01-2018 12:11:44

Name of the payee		Taxpayer's name	
Address		Address	
City		City	
State		State	
Zip		Zip	
Employer's name		Employer's name	
Employer's address		Employer's address	
Employer's city		Employer's city	
Employer's state		Employer's state	
Employer's zip		Employer's zip	
Type of income		Type of income	
Amount		Amount	
Tax withheld		Tax withheld	
Other information		Other information	
Signature of payee		Signature of taxpayer	
Date		Date	

STATE OF TEXAS
 COUNTY OF DALLAS
 I, _____
 do hereby certify that the above is a true and correct copy of the original return filed with the Internal Revenue Service for the year 1994.

STATE OF TEXAS
 COUNTY OF DALLAS
 I, _____
 do hereby certify that the above is a true and correct copy of the original return filed with the Internal Revenue Service for the year 1994.



This Formal Agreement for Mumbai Trans Harbour Link Project, Package-2 (this "Agreement") is made and entered into on 15 day of January 2018, by and between:

Daewoo Engineering & Construction Co., Ltd., a company organized and existing under the laws of the Republic of Korea, having its principal office at 75 Saemunan-ro, Jongno-gu, Seoul 03182, the Republic of Korea ("Daewoo"),

and

Tata Projects Limited, a company organized and existing under the laws of India (CIN: U45203AP1979PLC057431) and having its principal office at 1-7-80 to 87, Prenderghast Road, Secunderabad- 500003 ("TPL").

Daewoo and TPL are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Mumbai Metropolitan Region Development Authority in India (the "Client") had invited prequalification for the execution of Package-1 and Package-2 of Mumbai Trans Harbour Link Project (the "Project") and the Parties submitted its pre-qualification bid after forming an unincorporated integrated joint venture ("Joint Venture" or "JV") vide a Pre-Bid Agreement dated 20th June 2016 ("PBA").

WHEREAS, an amendment dated 7th July 2017 to the above said PBA was executed by the Parties to clarify the provisions related to bid security.

WHEREAS, the JV has been awarded the Letter of Acceptance ("LOA") with Ref No. MMRDA/MTHL/PKG-2/LOA/11-17 by the Client dated 17th Nov 2017 for execution of works for the Package-2 of the Project ("Works") from the Client, which shall be followed by execution of contract agreement between the Client and the JV for the Works ("Contract").

AND WHEREAS, the Parties desire to enter into this Formal Agreement ("Formal Agreement" or "Agreement") to jointly cooperate with each other in participating in the execution of the Works in the frame of an integrated joint venture in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter, the Parties agree as follows:

1. Objective

The Parties undertake to cooperate with each other for the purpose of jointly carrying out the Works in accordance with the terms and conditions of this Agreement and performing the Contract in accordance with the provision of this Agreement.

The name and address of the Joint Venture shall be "Daewoo – TPL JV" – 11th Floor, Hiranandani Knowledge Park, Technology Street, Powai, Mumbai – 400076, Maharashtra, India.

2. Joint and Several Liability

The Parties shall be jointly and severally bound by the terms of the Tender and shall be jointly and severally liable to the Client for performing the Works required as set out in the Tender Documents and/or the Contract.

3. Exclusivity

The cooperation between the Parties for the Works shall be exclusive.



4. Proportionate Share

Each Party shall participate in the JV in the proportion as stated below (the “**Proportionate Shares**”) and all rights, interests, liabilities, obligations and risk, and all net profits or net losses arising out of the JV shall be borne by the Parties in accordance with the Proportionate Shares:

- **Daewoo** 60% (Sixty Percent)
- **TPL** 40% (Forty Percent)

The Proportionate Shares may thereafter be amended as agreed upon in writing by the Parties.

5. Leading Party

It is mutually agreed that **Daewoo** shall be the leader of the JV.

6. Executive Authority

Without prejudice, the Parties of the Joint Venture appoints Mr. Min-Geun Kim from Daewoo, Email: mingeun.kim@daewooenc.com as their authorized representative for any negotiations with the Client and to receive any instructions from the Client.

7. Role of Parties

The Parties will jointly perform the Contract by way of an integrated joint venture.

8. Costs

8.1. The Parties shall separately bear the respective costs for negotiation of the Tender and for any preliminary work undertaken in relation thereto and no expenses shall be charged by one Party to the other in any case except as may be in writing agreed in advance between the Parties.

8.2. External costs incurred by the Parties for the Project, during the process of the Tender shall be proportionally shared among the Parties according to the Proportionate Shares. All external costs shall be mutually and unanimously agreed by the Parties before a Party enter into any agreement that may or does create such a liability to the JV.

The JV will bear or reimburse such costs in relation to the above Sub-Clause 8.2 to each Party.

9. Bonds, Guarantees and Indemnities

9.1. Where the Contract requires the JV to provide any on-demand bank guarantees (such as advance payment bonds, retention bonds or performance bonds, etc.), then the Lead Party shall instruct the bank selected by the Parties and approved by the Client (hereinafter referred as to the “Issuing Bank”) to issue, in favor of the Client, said on-demand bank guarantees in accordance with the provisions of the Contract on behalf of the JV.

9.2. For the purpose of submission of bond or guarantees in a form of a bank guarantee, the same shall be arranged by Daewoo and TPL in accordance with their Proportionate Share under Article 4. TPL being the local Party, shall coordinate for the issuance of consolidated bank guarantee on behalf of the JV after receiving necessary counter guarantees from Daewoo in favour of a Common Bank in India towards their share. Daewoo shall furnish counter guarantee to the amount of 60% and TPL shall furnish counter guarantee to the amount of 40% according to their Proportionate Share. All costs related to the issuance of the counter guarantees shall be borne by the JV.

10. Bank Account(s), Working Capital and Accounting System

10.1. As soon as practical, bank account(s) in the name of the Joint Venture (hereinafter referred to as "Joint Venture Bank Account(s)") shall be opened. Such account(s) shall only be opened and operated by the joint signature of designated person(s) from the JV. All contributions to working capital in the ratio to the extent of their Proportionate Share shall be paid by the Parties directly into such account(s). The need for working capital to be provided by the Parties shall be evaluated by a Joint Venture Board ("JV Board") and cash flow requirements shall be established at each of its meetings. All contributions to working capital shall be paid by the Parties within thirty (30) days in United States Dollars or Indian Rupees after the JV Board evaluates the amount at the meeting. In case either Party fails to comply with any such call or request shall be regarded as a material breach of the Agreement.

11. Confidentiality

Each Party shall keep secret and not divulge to third parties nor use in anyway any information, whether technical or commercial, disclosed by the other Party without prior written consent of the other Party and shall use such information only for the purpose of this Agreement. The obligations of the Parties under this Article shall survive the termination or expiration of this Agreement for a period of three (3) years from the date of termination or expiration.

12. Term

This Agreement is entered into on the date of the signing by all Parties (hereinafter referred to as the "Effective Date") and shall cease and terminate upon the occurrence of the following:

- i) a full and complete payment has been made, all liabilities have been discharged, and all accounts with the Client, third parties and among the Parties have been settled on the basis of the approved final account and the remaining assets, if any, have been fully distributed to the Parties; and
- ii) all obligations of the Joint Venture towards the Client and third parties or of the Parties towards each other have been satisfied; or
- iii) the Contract has been terminated by the Client or by the mutual agreement among the Client and the Parties, provided that any and all liabilities concerning the Joint Venture are finally settled so that there are no outstanding liabilities among the Parties or towards Client or any other third parties.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and any dispute arising out of or in connection with this Agreement between the Parties shall be settled amicably. In the event of such amicable settlement being not possible, it shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or three arbitrators appointed in accordance with the said Rules, and the award rendered by arbitration shall be final and binding on both Parties. The place of arbitration shall be London, England and the language of the arbitration shall be English.

14. Miscellaneous

14.1 This Agreement contains the entire understanding between the Parties and supersedes any and all other prior understandings, correspondences, arrangements or agreements exchanged between the Parties on or before the date written above whether verbally or in writing. No subsequent modifications of this Agreement shall be binding upon the Parties

Pre-Bid Agreement






unless made in writing and signed by an authorized officer of each Party sought to be bound thereby.

- 14.2 Neither Party may assign or transfer any of its rights and obligations under this Agreement without prior written consent of the other Party.
- 14.3 Parties shall mutually agree to the submission of securities required during the Tender stage and execution stage and to be detailed in the formal Agreement.
- 14.4 No Party shall have any authority or right to assume, create and/or undertake any duty, obligation, litigation or responsibility of any kind whatsoever, expressed or implied, on behalf of or in the name of the other Party, unless agreed upon in writing by the Parties.
- 14.5 Nothing contained in this Agreement is intended or shall be construed as creating a corporation, partnership (whether general or limited), or any legal entity or continuing relationship or commitment between the Parties other than as expressly set out herein.
- 14.6 Notwithstanding any provision of this Agreement, neither Party shall be liable to the other Party for any consequential, indirect, incidental, punitive or special loss or damages under or in connection with this Agreement or at law.
- 14.7 No Party shall be deemed to have waived any provisions of this Agreement unless such waiver shall be in writing and signed by such Party. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
- 14.8 All provisions of this Agreement are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the Parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding.

IN WITNESS WHEREOF, the Parties herein have caused this **Agreement** to be executed by their duly authorized respective officers as the date first written above.

Daewoo Engineering & Construction Co., Ltd.

Signature

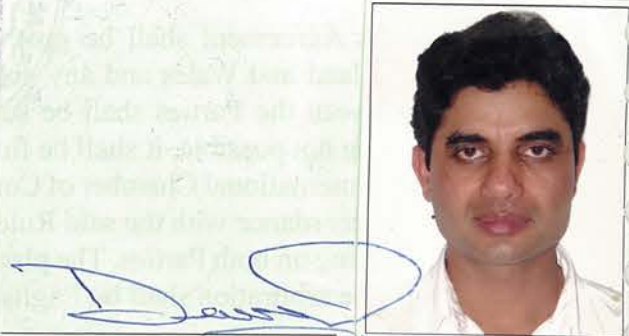


Name Min Geun KIM

Title Vice President at Civil Project Division

Tata Projects Limited

Signature



Name Vivek Singhal

Devendra Kumar Sharma

Title Chief Operating Officer
Urban Infrastructure

BU Head – Roads, Bridges & Ports
SBU – Urban Infrastructure



Sanjeev Kumar
SANJEEV KUMAR



Letter of Acceptance

No. MMRDA/MTHL/PKG-2/LOA/11-17

MTHL (PIU)

Date: 17.11.2017

To,
DAEWOO – TPL Joint Venture,
(M/s DAEWOO Engineering & Construction Co. Ltd. and
M/s Tata Projects Ltd.)
11th Floor, Hiranandani Knowledge Park, Technology Street,
Powai, Mumbai- 400076,
Maharashtra, India.
Phone no :+91-2267402900
Email: Wook.choi@daewooenc.com



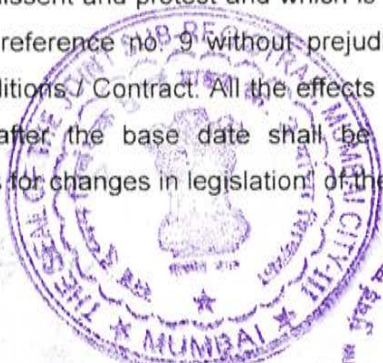
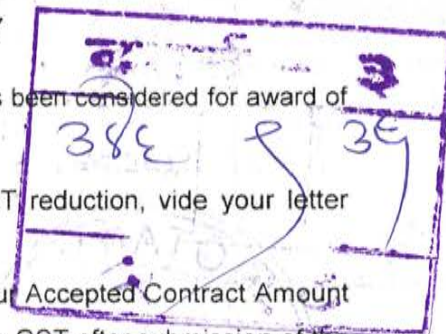
Attention: **Mr. Wook Choi** (Bidder's Authorised Representative)

Subject: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807 km long bridge section (CH 10+380 – CH 18+187) across the Mumbai Bay including Shivaji Nagar interchange under Identification No. MMRDA/ENG1/000753

- Ref:**
1. Your Letter of Technical Bid TPLJV/UI-RBP/MMRDA/MTHL-11/03/804 dated 17th July 2017
 2. Your Letter of Price Bid TPL JV/UI-RBP/MMRDA/MTHL-1/03/808 dated 18th July 2017
 3. MMRDA Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17 dated 17/10/17
 4. DAEWOO TPL JV's letter No. Nil dated 18/10/17
 5. DAEWOO TPL JV's letter No. Nil dated 27/10/17
 6. DAEWOO TPL JV's letter No. Nil dated 02/11/17
 7. MMRDA Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/02/11-17 dated 09/11/17
 8. DAEWOO TPL JV's letter No. Nil dated 9/11/2017
 9. DAEWOO TPL JV's letter no OM17-373 dated 16/11/2017

This is to notify you that your Bid submitted on 18th July 2017, has been considered for award of the Contract for Package-2 subject to the following:

- a. All clarifications submitted by you, other than that for GST reduction, vide your letter dated 18/10/2017 are accepted.
- b. We acknowledge the reduction in price offered by you in your Accepted Contract Amount vide your letter dated 16/11/2017 due to the reduction in the GST after submission of the Bid along with the reduction of up to INR 277.87 Crores on the Bid Price given by you under clear dissent and protest and which is subject to the conditions mentioned in your letter under reference no. 9 without prejudice to Daewoo-TPL JV's rights under the Tender Conditions / Contract. 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- "Adjustments for changes in legislation" of the General Conditions of the Contract.



2 JAN 2018

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2. Taking into consideration the above points, your Bid submitted on 18th July 2017, for execution of Package-2 of the Mumbai Trans Harbour Link Project, identification number: MMRDA/ENG1/000753 for the Accepted Contract Amount of **INR 38,157,214,609 (Thirty Eight Billion One Hundred Fifty Seven Million Two Hundred Fourteen Thousand Six Hundred Nine Only) + (Plus) USD \$ 153,633,958 (USD One Hundred Fifty Three Million Six Hundred Thirty Three Thousand Nine Hundred Fifty Eight only) + (Plus) 13,952,414,960 (JPY Thirteen Billion Nine Hundred Fifty Two Million Four Hundred Fourteen Thousand, Nine Hundred Sixty 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 56,126,061,553 (Fifty-Six Billion One Hundred Twenty-Six Million Sixty-One Thousand Five Hundred Fifty-Three 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)}.

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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 Joint Venture.



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

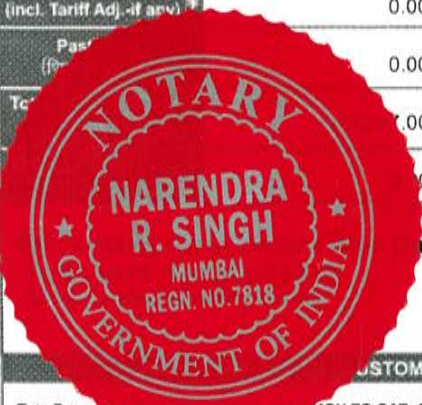
(Authorized Signatory of DAEWOO-TPL JV)



ATTESTED BY ME
Narendra R. Singh
NARENDRA R. SINGH
NOTARY
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR
HOSPITAL, POWAI, MUMBAI
12 JAN 2018
MUMBAI METROPOLITAN CORPORATION

Current Bill Amount (वर्तमान बिल राशि) ₹	373,247.00	CALL : 1-800-209-5161 (24 x 7 Toll Free No.)
Net other charges (incl. Tariff Adj.-if any) ₹	0.00	FIRE / ACCIDENT 25774399
Past Due Charges (पिछले बिलों की राशि) ₹	0.00	For online payment & for a complete list of offline bill payment options, Log on to cp.tatapower.com
Total Bill Amount (कुल बिल राशि) ₹	373,247.00	For further communication, please write to customercare@tatapower.com

Consumer Number: 9000 0007 2847	PAN NO - AAAct4119L
Bill No: 98001438701	Tariff Cat. LT II(C) : LT-Commercial above 50 kW
Bill Date: 03.12.2017	Next Meter: 31.12.2017
Bill Period: 01.11.2017 To 30.11.2017	MRU: DEZ01LAM
Bill Month: NOV 2017	Consumer: Direct
Meter No: SC002190	Type of Supply: 3PHASE
Metered Units: 29,018	Suply Zone: East Suburb EZ01
Units Billed: 29,018	Dispatch Zone: East Suburb EZ01

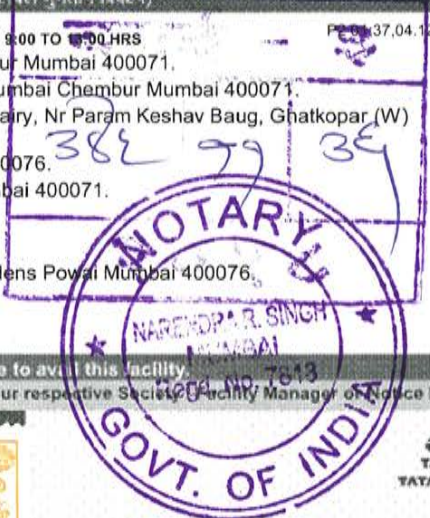


Bill Amount On or Before Due Date - **26.12.2017 Rs. 373,247.00**
 *Due Date applicable for current bill amount only. Past dues payable immediately

Bill Amount After Due Date - **26.12.2017 Rs. 377,913.00**

CUSTOMER RELATIONS AND BILL PAYMENT OPTIONS (ग्राहक सेवा एवं बिल भुगतान विकल्प)

- Tata Power Customer Relations Centre: MON TO SAT: 9:00 TO 17:00 HRS & LUNCH: 14:00 TO 14:30 HRS; 2ND & 4TH SATURDAY: 9:00 TO 13:00 HRS
- Shop No.13, Vani Building, Opposite Borla Society, Next to Basant Theatre, Dr.C.Gidwani Rd. Chembur Mumbai 400071.
 - Shop No.6 & 7, Building No. 5, Matruchhaya CHS Ltd., Opp. Aamchi Shala, Tilak Nagar, Chembur, Mumbai Chembur Mumbai 400071.
 - Tata Power Customer Relations Centre Shop no.1 & 2,Navkar kripa Bldg, Navroji lane,Nr Tribhuvan Dairy, Nr Param Keshav Baug, Ghatkopar (W) Mumbai 400086.
 - Unit No. 48, Ground Floor,Powai Plaza, Opposite Pizza Hut,Hiranandani Gardens, Powai Mumbai 400076.
 - Shop No. 3, Khanna Apartment, Diamond Garden, Next to Ribbons & Ballon Shop, Chembur (E) Mumbai 400071.
- Cheque Kiosk.**
- Zenta, Infront of D-MART Shop, Hiranandani Gardens Powai Mumbai 400076.
 - Tata Power Customer Relations Centre, Unit No. 48, Powai Plaza, Opp. Pizza Hut, Hiranandani Gardens Powai Mumbai 400076.
- Tata Power Drop Box.**
- Avlon CHS, Hiranandani Gardens, Powai Mumbai 400076.



National Automated Clearing House (NACH) - for hassle Free Bill Payment. Please register one time to avail this facility.
 For schedule of planned outage, please visit "Power Interruptions" on cp.tatapower.com or check with your respective Society/Facility Manager or Notice Board.



Paytm Electricity
 Pay your Bill on Paytm. Get **10% Cashback!**
 Maximum Cashback of ₹10000/yr (app)
 Scan code in Paytm App
 QR Code
 Hashcode: TATA50

EZ/2/0/0201

MESSAGE TO THE CONSUMER
 Register for NACH/ECS now & get a one time credit of Rs.100/- in your next bill & get a chance to win Rs.500 in lucky draw. Register for E-Bill now & get a one-time discount of 10% (upto Rs.50) in your next bill.

- Tips to Save Electricity**
1. Switch off the lights and fans when not in use.
 2. Switch off the mains when the appliances are not in use.

Vishwas R Shrikhande
 Vishwas R Shrikhande
 Chief-Distribution Supply Management

SHARATOR		THE TATA POWER COMPANY LIMITED		ATTESTED BY ME	
Consumer Name:	TATA PROJECTS LIMITED	Consumer No:	9000 0007 2847	Bill Date:	03.12.2017
Bill No:	98001438701	Discount Date:	11.12.2017	Discount Amount:	370,034.00
Cheque Date:		Due Date:	26.12.2017	Cheque No.:	

Payment should be made by crossed cheque/DD in favour of "Tata Power CA.NO. 9000 0007 2847"
 For multiple payments, write CA no & break-up of amount on back of the cheque
 Please don't issue postdated or outstation cheques. Pls attach payment slip(s).



Update your GST Regn number by calling on 18602095161
 Use Any UPI App -> Scan QR Code -> Pay instantly upto Rs.9900
 UPI - UNIFIED PAYMENT INTERFACE

Meter No.1 (मीटर नं.१)	Meter Rdg	Total kWh	ToD-A (22 to 6 hrs)	ToD-B (6 to 9 & 12 to 18 hrs)	ToD-C (9 to 12 hrs)	ToD-D (18 to 22 hrs)	RkVAh	kVA-B	kVA-C	kVA-D	
SC002190	Closing Rdg:	21,117.8700	2,268.9400	11,207.5700	4,588.3800	3,052.9700	40.6200	1,2100	1,1500	1,0300	
	Opening Rdg:	20,755.1400	2,234.4000	11,013.0800	4,512.0900	2,995.5600	40.6100	0.0000	0.0000	0.0000	
	Diff:	362.7300	34.5400	194.4900	76.2900	57.4100	0.0100	1,2100	1,1500	1,0300	
	M.F:	80.0000						80.0000			
	Adj:										
Units:	29,018	2,763	15,559	6,103	4,593	1	97	92	82		

Meter No.2 (मीटर नं.२)
Meter No.3 (मीटर नं.३)

TOTAL UNITS (kWh) : 29,018 TOTAL RkVAh : 1 TOTAL kVA : 97

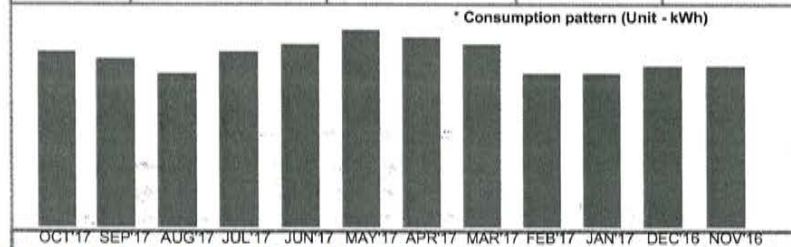
Consumer Number: 9000 0007 2847

Sanctioned Demand (kVA)	Contract Demand (kVA)	Recorded Maximum Demand (kVA)	Billed Maximum Demand (kVA)	Power Factor / Load Factor
187.00	187.00	97.00	74.80	1.000 / 0.000

Sanctioned Load (kW)	Connected Load (kW)	Last Bill Amount (₹)	Last Payment Received (₹)	Payment Received On	Security Deposit available with us (₹)
150.00	150.00	366,242.00	363,091.00	10.11.2017	300100

Details of Electricity Duty		Your Bill Details (₹)	
Code : B	ED is not Exempted	1. Energy Charges	182813.40
Units : 29,018		2. ToD-A Rebate 22 to 6 hrs @ Rs. 0.75-	(cr) 2072.25
Amt (₹) : 67,470.95		3. ToD-C 9 to 12 hrs @ Rs. 0.50	3051.50
		4. ToD-D 18 to 22 hrs 1.00	4593.00
		5. Demand Charges	17952.00
		6. Demand Penalty Charges	0.00
		7. Fuel Adjustment Charges* @ Rs. 0.5414	15711.01
		8. Regulatory Asset charges @ Rs. 1.59	46138.62
		9. Wheeling Charges @ Rs. 1.83 TPC-D	53102.94
		10. Electricity Duty @ 21 %	67470.95
		11. Tax on Sale of Electricity @ Rs. 0.2404	6975.93
		12. Power Factor Surcharge / Incentive @-7%	(cr) 22490.32
		13. Adjustments	0.22
		14. Total (1 to 13)	373247.00
		15. Delayed Payment Charges	0.00
		16. Interest on Arrears	0.00
		17. Outstanding Amount (Pay immediately)	0.00
		18. Other Charges	0.00
		19. Additional charges for Consumer Funded Job	0.00
		20. Credit(-)/Arrears due to Tariff revision	0.00
		21. Advance Payment Available	0.00
		22. Load Factor Incentive for last month	0.00
		23. Bill Amount (14 to 22)	373247.00
		24. Discount (if paid on / before 11.12.2017)	(cr) 3213.00
		25. Net Bill Amount	370034.00
		26. Security Deposit (SD) Due	0.00
			E. & O.E.

Your Past Consumption (For 12 Months)				
Month	Metered Units (kWh)	Billed Units (kWh)	Meter Dmd (kVA)	Power Factor
OCT 2017	29,134	29,134	110	1.000
SEP 2017	27,928	27,928	114	1.000
AUG 2017	26,310	26,310	102	1.000
JUL 2017	29,655	29,655	98	1.000
JUN 2017	30,756	30,756	123	1.000
MAY 2017	33,550	33,550	124	1.000
APR 2017	31,627	31,627	125	1.000
MAR 2017	30,982	30,982	112	1.000
FEB 2017	25,577	25,577	97	1.000
JAN 2017	25,454	25,454	92	1.000
DEC 2016	26,882	26,882	96	1.000
NOV 2016	26,809	26,809	102	1.000



For making bill payment through cheque, please ensure to submit cheque two working days in advance, so that payment will be realized on discount/ due date.

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Extracts of Electricity Tariff Schedule						
Category	Energy Charges (₹/kWh)	RA Charge (₹/kWh)	Wheeling Charges (₹/kWh)	Fixed / Demand Charges	ED % Applicable (Including Tax on Sale)	Tax on Sale (₹ / Unit)
LT II(C) : LT-Commercial above 50 kW	6.30	1.59	1.83	0.00/240.00	21.00	0.2404

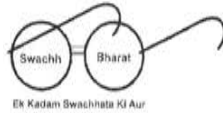
1) In addition to the Energy Charges, Time of Day (ToD) tariff @ TOD-A, (-0.75) TOD-C (0.50) and TOD-D: (1.00) Rupee is applicable. 2) Fuel & Oil (F&O) VVA / OIL is subject to JansHT II (category: 2) Average or Peak Power Factor should be maintained at 0.90. For power factor below 0.90, surcharge will be levied as per tariff schedule applicable. 3) Fuel Adjustment Cost (FAC) will be applicable to all consumers and will be charged over the above tariff. 4) Schemes / Rates for Reconnection, Meter Splitting, Testing of Installations / Meter will be applicable as per schedule of tariff approved by MERC. 5) For details of tariff order, please visit www.marandia.org or www.tatapower.com

IMPORTANT NOTICE

1) In all your correspondence, please mention Consumer No. & Bill No.(s). 2) All bills, even if disputed, have to be paid fully. Adjustments if any, will be made in the subsequent bills. 3) Bill amount has been rounded off to the nearest Rupee. 4) If bills are short paid / paid after the due date, a one-time Delayed Payment Charge (DPC) will be levied @ 1.25% of the total amount of the bill. 5) The interest will be payable from 2nd month after due date, on the amount of bill plus the one-time DPC, interest on arrears is chargeable up to 3 months: 12%, 3 to 6 months: 15%, after 6 months: 18%. 6) Cash discount of 1% will be allowed on the monthly bill (including energy charges, fixed/demand charges, reliability charges & FAC and excluding TOSE & other Taxes), if payment is received by the discount date indicated in the bill which is 7 days. 7) Please note that Safety & Security of the meter is your responsibility. 8) Please keep the meter room clean & free of obstruction & water leakage. 9) Please check your installation periodically to avoid leakage & fire. 10) Kindly note that theft of electricity in any manner whatsoever will attract penal action under the Electricity Act, 2003. 11) Using your electricity connection for purposes other than that provided for is a tariff violation & may lead to disconnection/penal action.

Cash payment can be accepted limited to 20,000/- 1) In case of unresolved complaints, please write to: customerscare@tatapower.com 2) In case complaint is not resolved, you may approach Internal Grievance Redressal (IGR) Cell, Tata Power Company Ltd., Distribution Supply Management, Dhuravi Receiving Station, Near Shalimar Industrial Estate, Matunga (West), Mumbai - 400 019 or by Email at: igr.grievance.cell@tatapower.com 3) In case of unresolved complaints for a period of two months, you may approach Consumer Grievance Redressal Forum (CGRF), Tata Power Company Ltd., Distribution Supply Management, Dhuravi Receiving Station, Near Shalimar Industrial Estate, Matunga (West), Mumbai - 400 019. Email at: grievance.cell@tatapower.com. Every grievance must be submitted in writing to the forum in the format set out in Schedule A as per MERC Regulations, 2006 downloadable from www.tatapower.com 4) Location of the Ombudsman: Maharashtra Electricity Regulatory Commission, 608-608, Keshava Building, Bandra-Kurla Complex, Mumbai - 400 051. Distribution Supply Management Fax: 67112730. **Cash Payment not accepted on Bank Holidays.**

Regd. Office: The Tata Power Co. Ltd., 24 Hornsby Street, Mumbai 400 001. CIN: L28920MH1919PLC000587. PAN no. AAAC90054A/ GST No: 27AAAC0054A121, HSN Code: 27160000



TATA PROJECTS LIMITED
Mr TATA PROJECTS LIMITED
OFF NO 1102 , 11TH FLOOR ,HIRANANDANI KNOWLEDGE
TECHNOLOGY STREET , HILL SIDE AVENUE ,
OPP : HIRANANDINI HOSPITAL , POWAI MUMBAI
MAHARASHTRA - 400076
Landmark: .

Your TATA DOCOMO No 022-66255600
Account Number 605519715
Your Tariff Plan New Multiple Level DID Pool Plan
Bill Number 2154450591
Bill Date 22/11/17
Bill Period 17/10/17 to 16/11/17
Credit Limit 64,800.00
Security Deposit 0.01
Email ID geetamdole@tataprojects.com;grphadtare@artson.net

Acc No: 605519715 BSNO: 111



Table with 4 columns: Previous Balance, Last Payment, Credit/Debit Note Adjustments, Current Charges. Values: Rs. 118867.00, Rs. -1,18,865.18, Rs. 0.00, Rs. 24,739.40.

Table with 3 columns: Amount Due Before Due Date, Amount Due After Due Date, Due Date. Values: Rs. 24,741.00, Rs. 24,741.00, 09/12/17.

COST CENTERCODE :

^ Bill is rounded off to nearest rupee.

* It includes Late Payment Fee

**Your Base Tariff Details (Methodology for calculation of bill amount)
Table with columns: Total Monthly Rentals, Outgoing Charges, To Tata Phones, To Non-Tata Phones, Outgoing ISD Call Charges, SMS Charges.

Update your GST Number

Dear Customer,
In line with the new Goods & Services tax (GST) regulations, we register your GST details in the following format with us and do so by sending an email to 1515@tatatel.co.in

This will enable you to avail credit of the taxes to be added to your account as per GST regulations.

Account Number:
State:
GST Number:

We thank you for your time and co-operation.
With Regards,
Tata Docomo Business Services



**Rates differ for add-on peak. Rates are for maximum calling Jurisdiction. For detailed ISD call charges please call customer care or visit tatadocomo.com

Customer GST Number: 27AAACT4119L1Z8
Tata Teleservices (Maharashtra)Limited GST Number: 27AAACH1458C1ZZ
Tata Teleservices (Maharashtra) Limited PAN Number: AAACH1458C
Pay bill online on billpay.tatadocomo.com or download My Tata Docomo App
Installation / Place of Supply: TATA PROJECTS LIMITED, RANG UDYAN, BUILDING NO.2,1ST FLOOR, SITLADEVI TEMPLE ROAD, MAHIM WEST, MUMBAI, MAHARASHTRA - 400016, State Code: 27

- Your Nearest Bill Payment Locations * Cash - CA, Cheque - CH, Credit Card - CC, Skypak dropboxes included in Payment Location.
1. S.K.ENTERPRISES OPP I I T MAIN GATE NEAR SARASWAT BANK MEENAKSHI METAL MART POWAI,,MUMBAI -(CA)
2. BILLBOX RNA HEIGHT CHS. SEC.CABIN,JOGESHWARI-VIKHROLI LINK ROAD,ANDHERI (E),MUMBAI-400093,,MUMBAI -(CH)
3. BILLBOX GREEN FIELD CHS. B/7 SOC.OFF.,JOGESHWARI-VIKHROLI LINK ROAD,ANDHERI (E),MUMBAI-400093,,MUMBAI -(CH)
4. BILLBOX INCOME TAX CHS. 13-D,MHADA,A S MARG,RAM BAUGH,POWAI,ANDHERI (E),MUMBAI-400076,,MUMBAI -(CH)
5. BILLBOX POST GUARD CHS. 12 NOS.,MHADA,A S MARG,RAM BAUGH,POWAI,ANDHERI (E),MUMBAI-400076,,MUMBAI -(CH)

ATTESTED BY ME

Payment Slip

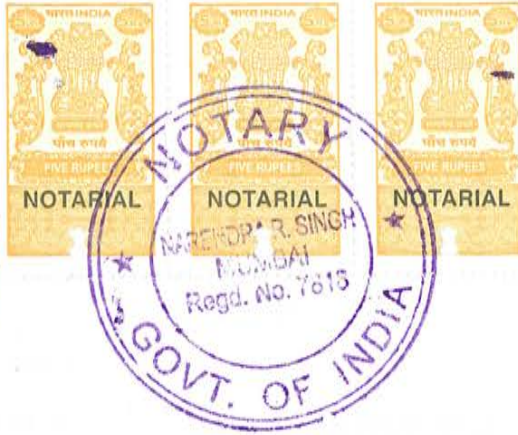
Please attach this slip with your cheque/DD

Cheque/DD should be payable to TATA Teleservices (Maharashtra) Ltd. A/c No. 2286255600



Account No. : 605519715 Invoice No. 2286255600 C-1101 BLOOMING HEIGHTS, PACIFIC ENCLAVE NEAR HIRANANDANI HOSPITAL POWAI, MUMBAI - 400076. Due Date : 09/12/17 Bill Amount: Rs.24,741.00
Cheque / DD No. Dated Bank Branch
Mode of Payment : Cash Credit Card Cheque / DD E-Payment
I hereby authorise TATA Teleservices (Maharashtra) Limited to charge Rs. 24,741.00 against my card no.
Master VISA Diners Amex Card holder's name Expiry Date(mm/yy) Signature.

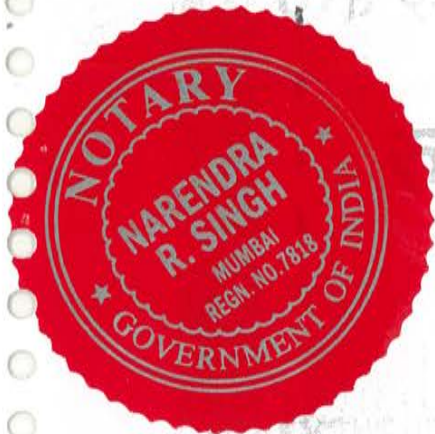
Please register me for auto debit facility based on the above information. * Conditions apply. For detailed terms & conditions, log onto tatadocomo.com



12 JAN 2018

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తెలంగాణ తేలంగానా TELANGANA

S.No..... 38 Date..... 02/01/2018
Name: E. RAMAKRISHNA
S/o: Satyam
For Whom: TATA PROJECTS LTD.

M. Ramadevi
M. RAMADEVI
Licensed Stamp Vendor
No.22/98, R.No.16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad,
P.No.8885278973

TPL/GPA/ SBU-UI /25/2017-18

GENERAL POWER OF ATTORNEY

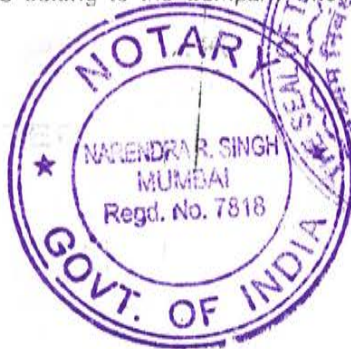
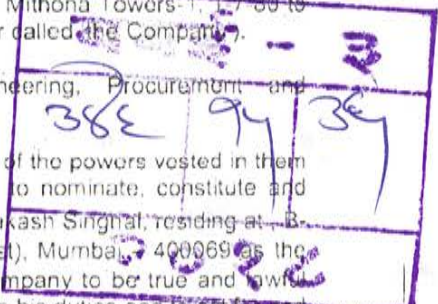
KNOW ALL MEN BY THESE PRESENT THAT Tata Projects Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Mithona Towers-1, 17-80 to 87, Prenderghast Road, Secunderabad - 500 003, India (hereinafter called the Company).

WHEREAS the Company is engaged in executing Engineering, Procurement and Construction(EPC) Contracts in India and abroad.

AND WHEREAS the Board of Directors of the Company in exercise of the powers vested in them under the Articles of Association of the Company, have resolved to nominate, constitute and appoint **Mr Vivek Singhal** (TPL-6062), son of Mr Rajendra Prakash Singhal, residing at, B-2104, Oberoi Splendor, Opp. Majas Depot, JVLR, Jogeshwari (East), Mumbai, 400069 as the **Chief Operating Officer, SBU-Urban Infrastructure** of the Company to be true and lawful attorney (hereinafter called "the Attorney") to enable him to discharge his duties and to act for and on behalf of the Company.

NOW THESE PRESENTS WITNESS that the Company hereby appoints the said **Mr Vivek Singhal** as the attorney of the Company, in the name and on behalf of the Company, to do and perform the following acts and things.

To ask, demand, sue for and recover, receive payment of and give good and valid receipts, releases, discharges and indemnities for all the moneys, securities for moneys, profits, debts, goods, chattels, stocks, shares and other personal effects now belonging and hereafter to belong to the Company whether solely or jointly with any other person or persons.



12 JAN 2018

NOTARIAL

0000 0065



TPL/GPA/ SBU-UI /25/2017-18

- 2 To commence, carry on or defend, appear or appeal in all suits, departmental appeals, appeals before any Courts of Law, Appellate Bodies or Tribunals and other legal proceedings and demands touching any matter or thing in which the Company may be in anyway concerned whether solely or jointly with any other person or persons.
- 3 To sign and execute on behalf of the Company documents such as:
 - a Indemnity bonds for clearance of goods in the absence of relevant documents from railway authorities, steamship companies, air services and/or road transport companies.
 - b Forms necessary for lodging and settling claims in connection with licences, insurance, duties etc.
 - c Government, railway and other tender and such other instruments and contracts as may be necessary for the sale in India or elsewhere of goods and services manufactured and/or distributed and/or supplied by the Company.
 - d To apply for registration, recognition, license and authorization under the Sales Tax Act of any State Government and/or of the Central Government.
 - e To file Sales Tax Returns as well as claims for refunds and other relative documents and to appear before any Sales Tax authorities in connection with the assessment of the Company and for this purpose to sign, verify and certify as correct declarations, statements petitions and other documents as may be necessary.
 - f To file Income Tax Returns as well as claims for refunds and other relative documents and to appear before any Income Tax authorities in connection with the assessment of the Company and for the purpose to sign, verify and certify as correct declarations, statements petitions and other documents as may be necessary.
 - g To file affidavit(s) with Government or other authorities in connection with the business of the Company.
 - h To file the requisite statutory forms with the Ministry of Corporate Affairs and other authorities of appropriate Government.
- 4 To present, support or oppose any petition for winding up or bankruptcy; to concur in or dissent from any composition or arrangement; to attend and vote or appoint any person to attend and vote as proxy at any meetings of creditors; to make and file proofs of claim, and generally to act in any liquidation, bankruptcy or insolvency.
- 5 To take on lease or hire dispose or surrender, give up or hire any movable / immovable property, land, house, building, chattels and effects.
- 6 To concur with any other person or persons interested in doing any of the acts and things aforesaid.
- 7 To sign bills of lading, policies of insurance and documents of title to goods and any documents required by the Customs Office Excise Department, Railways, Airlines and other carriers in relations to the goods imported and exported on behalf of the Company.
- 8 To sign all documents and papers required by the Customs and Excise Authorities, including Bonds, Letters of Guarantees, Refund Orders, Customs Duty and notices.
- 9 To sign, accept and endorse on bills of exchange and cheques drawn on behalf of the Company or drawn in favour of the Company and to receive the amounts of bills and cheques as are payable to the Company.
- 10 To give, vary and revoke instruments as to the manner in which any moneys payable (whether periodically or otherwise) shall be paid or dealt with and to make and submit returns and provide required information relating to Income Tax, Wealth Tax, Gift Tax and any other taxation generally.
- 11 To sign, seal, swear, affirm, declare, deliver, execute, enter into, acknowledge perfect and do all such contracts, conveyances, leases, mortgages, transfers, assignments, surrenders, reconveyances, reassignments, releases, agreements, pleadings, affidavits, declarations, petitions, returns, refund orders of Income Tax, Wealth Tax, Gift Tax and any other tax assurances, deeds, documents, instruments, acts, matters and things as shall be requisite or as our said attorney may deem necessary proper or expedient for or in relation to all or any of the purposes or matters aforesaid.



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Handwritten signature or initials in blue ink.

- 12 To execute and do all acts, deeds and things so as to give valid and legal effect to Corporate Guarantees in favour of other companies for the advances, performance guarantees and any other security in lieu of or in addition to Bank Guarantees and/or cash deposits/retention to be guaranteed/furnished/provided by the Company in the course of its business
- 13 AND GENERALLY to do and execute all acts, matters, instruments and things in or about the business of the Company as the Company could do or would have done touching these premises and that as amply and effectually to all intents and purposes as the Company could do or would have done, the Company hereby ratifies and confirms and agrees to ratify and confirm all and whatsoever the said attorney shall lawfully do or cause to be done in and about the premises by virtue of these presents.

For the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

The above Powers of attorney shall be valid for a period of 2 (two) years from the date of execution of this Power of Attorney or until revoked whichever is earlier.

Mr Vivek Singhal when signing on behalf of the Company shall sign as under

For and on behalf of Tata Projects Limited by its constituted attorney

(Handwritten Signature)

 (Signature of Mr Vivek Singhal)

The Company hereby agrees to ratify all acts, deeds and things lawfully done by Mr Vivek Singhal pursuant to this Powers 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 the Company.

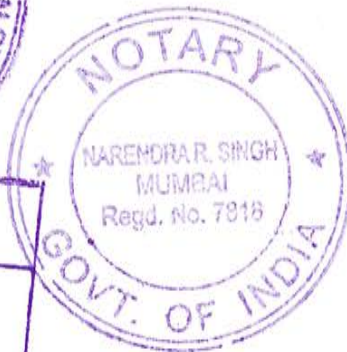
IN WITNESS WHEREOF, Tata Projects Limited, has affixed its Common Seal this 4th January 2018 at Hyderabad.

The Common Seal of the Company is affixed pursuant to the Resolution passed on 4th January 2018 in the presence of Mr. Vinayak K Deshpande, Managing Director and Mr Arabinda Guha, Executive Director who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association of the Company.

3/3



(Handwritten Signature)
 (Arabinda Guha)
 Executive Director



ATTESTED BY ME
(Handwritten Signature)
 NARENDRA R. SINGH
 NOTARY
 C-1107, 8th FLOOR, NEAR HIRANANDANI
 HOSPITAL, POWAI, MUMBAI - 400 078.

10 2 JAN 2018

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

DATE OF REVIEW: 01/11/2001



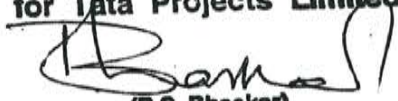
**Certified True Copy of the Resolution passed by the
Committee of the Board for
Revocation and Grant of Power of Attorneys
No: 09/2017-18 dt. 4th January 2018**

Grant of Power of Attorney

"RESOLVED THAT Powers of Attorney be and is hereby granted in favour of **Mr Vivek Singhal** (TPL-6062), Chief Operating Officer, SBU-Urban Infrastructure".

"FURTHER RESOLVED THAT the above Power of Attorney be valid until or otherwise revoked or for a maximum period of 2 (two) years from the date of passing of resolution, whichever is earlier"

"FURTHER RESOLVED THAT the above Power of Attorneys be executed under the Common Seal of the Company pursuant to the provisions of Clause-41 of the Articles of Association of the Company".

**Certified True Copy
for Tata Projects Limited**

(B.S. Bhaskar)
General Manager - Company Secretary



Attested by me

NARENDRA R. SINGH
NOTARY
C-1101, BLOCMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI - 400 076.

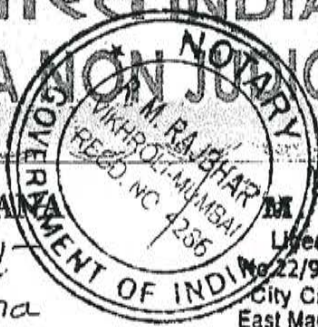
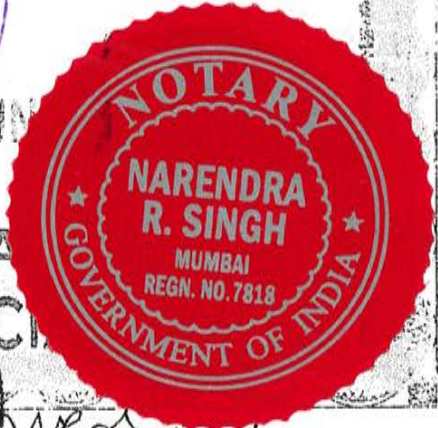
12 JAN 2018

TATA PROJECTS LIMITED



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తెలంగాణ తేలంగానా TELANGANA
 S.No. 5595 Date 22/12/2016 Rs. 100/-
 Name E. Rama Krishna
 S/o. D/o. W/o. Satyam
 For Whom Tata Projects LTD

M. RAMADEVI G 918224
 Licensed Stamp Vendor
 No. 22/98, R.No. 16-09-023/2014
 City Civil Court Compound,
 East Marredpally, Secunderabad
 P.No. 8885278973

12 JAN 2018

GENERAL POWER OF ATTORNEY

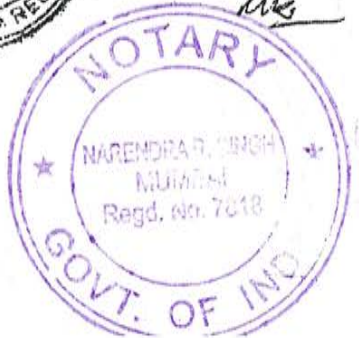
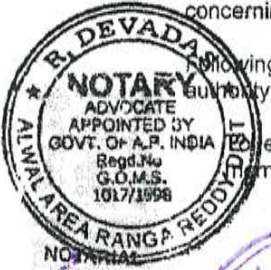
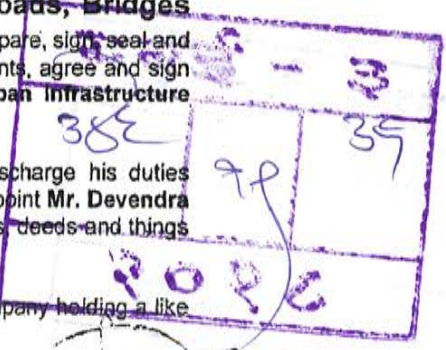
KNOW ALL MEN BY THESE PRESENT THAT Tata Projects Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad – 500 003, India (hereinafter called 'the Company') send greetings:

WHEREAS the Company is engaged in executing Engineering, Procurement and Construction (EPC) Contracts in India and abroad.

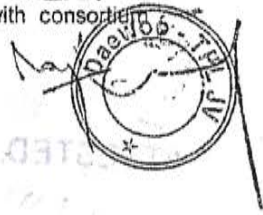
AND WHEREAS Mr. Devendra Kumar Sharma, BU Head—Roads, Bridges and Ports, SBU-Urban Infrastructure has been authorised to prepare, sign, seal and deliver tenders; and to attend various pre and post bid meetings with the clients, agree and sign minutes of meetings; execute the projects related to Company's SBU-Urban Infrastructure business and to generally deal with the Company's clients in this regard.

AND WHEREAS to enable the said Mr Devendra Kumar Sharma to discharge his duties effectively, Tata Projects Limited has resolved to nominate, constitute and appoint Mr. Devendra Kumar Sharma to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's Urban Infrastructure business:

Following powers are to be exercised jointly with another Attorney of the Company holding a like authority.
 To enter into memorandum of understanding / consortium agreements with consortium members for tenders related to the business of the Company.



ATTESTED
 R DEVADAS
 ADVOCATE & NOTARY
 Appointed By Govt. of A.P. (India)
 1-9-28/2, Temple Alwal, R.R. Dist
 SECUNDERABAD-500 010.





- 2 To sign and execute on behalf of 'The Company' documents such as tenders and such other instruments and Contract Agreements for projects as may be necessary for sale in India or elsewhere of goods and services manufactured and / or distributed and / or supplied by 'the Company;

Following powers can be exercised solely by the Attorney named hereinabove.

- 3 To sign bills of lading, policies of insurance and documents of title to goods and any documents required by the Customs Office, Excise Department, Railways, Air Lines and other carriers in relations to the goods imported and exported on behalf of the Company;
- 4. To sign relevant documents / forms for obtaining required licence(s) under various Labour Laws.
- 5. To take on lease or hire, dispose or surrender, give up or hire any immovable/movable property, land, houses, and buildings etc., intended for use by Company during the course of project execution; and
- 6 To deal and carry out all the activities necessary for proper co-ordination and execution of projects and project related activities.


For the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

The above Powers of attorney shall be valid for a period of 2 (two) years from the date of execution of this Power of Attorney or until revoked whichever is earlier.

The Company hereby agrees to ratify all acts, deeds and things lawfully done by Mr. Devendra Kumar Sharma 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 the Company.

Mr. Devendra Kumar Sharma when signing on behalf of the Company shall sign as under

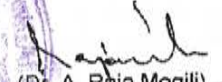
For and on behalf of Tata Projects Limited by its constituted attorney

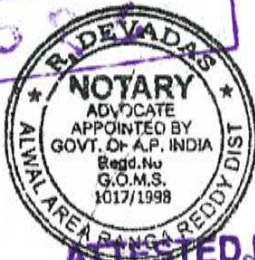

 (Signature of Mr. Devendra Kumar Sharma)


IN WITNESS WHEREOF, we, Tata Projects Limited have caused its common seal to be hereto affixed this 11th January 2017 at Hyderabad.

The Common Seal of the Company is affixed pursuant to the Resolution passed on 10th January 2017 in the presence of Mr. Vinayak K Deshpande, Managing Director and Dr. A. Raja Mogili, Company Secretary, who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association of the Company.


 (Vinayak K Deshpande)
 Managing Director


 (Dr. A. Raja Mogili)
 Company Secretary.



ATTESTED BY ME

NARENDRA R. SINGH
 NOTARY
 ©-1101, BLOOMING HEIGHTS,
 PACEFIC ENCLAVE, NEAR HIRANANDANI
 HOSPITAL, POWAI, MUMBAI - 400 076.

12 JAN 2017

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**Extract of the resolution passed by the
Committee of Directors of Board of Tata Projects Limited
On 10th January 2017**

Grant of Power of Attorney

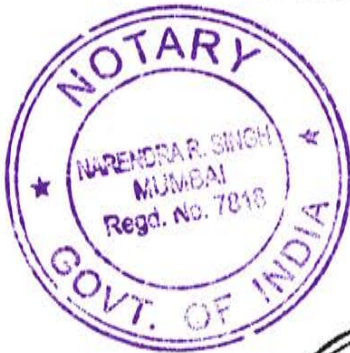
"RESOLVED THAT Power of Attorney be and is hereby granted in favour of Mr Devendra Kumar Sharma, BU-Head Roads, Bridges and Ports, SBU- Urban Infrastructure".

"FURTHER RESOLVED THAT the above Power of Attorney be valid until otherwise revoked or for a maximum period of 2 (two) years from the date of execution of PoA, whichever is earlier"

"FURTHER RESOLVED THAT the above Power of Attorney be executed under the Common Seal of the Company pursuant to the provisions of Clause-41 of the Articles of Association of the Company".

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED

[Signature]
Dr. A. P. MOGHI
COMPANY SECRETARY



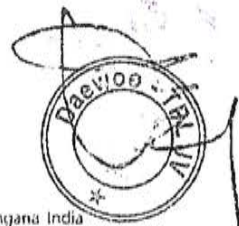
CERTIFIED TRUE COPY

[Signature]
R. M. RAJBHAR
NOTARY (Govt. of India),
218/3104, TAGORE NAGAR-1,
WAKHROLI (E), MUMBAI-400 006

10 2 JAN 2018

7 JUL 2017

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29	39	
TATA PROJECTS LIMITED		
Registered Office: Mithuna Towers 1, 80 to 87 Pranderghast Road Secunderabad 500 003 Telangana India		
Tel: +91 40 6623 8801 Fax 6617 2535		
CIN: 1045203AP 979PL 057331 e-mail: tpi@tataprojects.com www.tataprojects.com		



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[제41호서식]

광종 법무법인 대 종

서울 종로구 새문안로 5길
13, 303호
(남두동, 변호사회관)
[광종부 736-6604]

Registered No. 2017 - 3101



NOTARIAL CERTIFICATE



ATTESTED BY ME
Narendra R. Singh
NARENDRA R. SINGH
NOTARY
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI - 400 076.

DAE JONG LEGAL CORPORATION

#303, 13, Saemunan-ro 5-gil, Jongno-gu,
Seoul, Korea

Handwritten table with numbers in Korean characters:

2018	22	39
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210mm×297mm(보존용지(1종) 70g/m²)





POWER OF ATTORNEY

I, the undersigned, Chang-Min Park in my capacity as President & Chief Executive Officer of DAEWOO ENGINEERING & CONSTRUCTION CO., LTD.(hereinafter called "DAEWOO") with its registered office at 75, Saemunan-ro, Jongno-gu, Seoul, 03182, Korea, duly organized and existing under and by virtue of the laws of the Republic of Korea, hereby authorize and appoint the following personnel as its true and lawful attorney to do all acts and deeds on any matter required in connection with pre-qualification, tender, contract negotiation and execution for **Mumbai Trans Harbour Link Project (Package-2), Construction of a 7.807km long bridge section (CH 10+380 – CH 18+187) across the Mumbai Bay and Shivaji Nagar Interchange.**

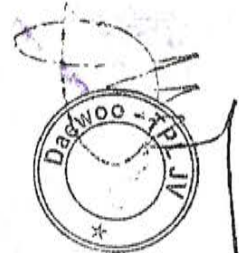
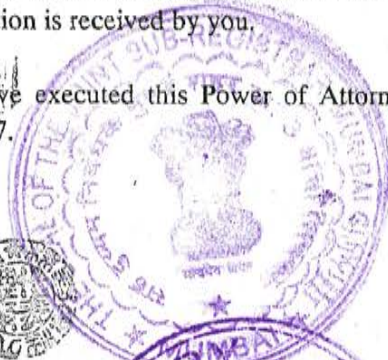
Name	Position	Signature
Min-Geun KIM	Vice President	
Seog-Do KANG	Team Leader	
Byoung-Hoi UHM	Project Bid Manager	
Joo-Seok KANG	Vice President	
Young-Min KIM	Commercial Bid Manger	

The present Power of Attorney shall remain in full force and effect from the day shown here below until the notice of its revocation is received by you.

IN WITNESS WHEREOFF, I have executed this Power of Attorney for and on behalf of DAEWOO on this 10th of July 2017.

C.M PARK

Chang-Min PARK
President & CEO
Daewoo Engineering & Construction Co., Ltd.



10 2 JAN 2018

38E	22	39
2017		

공증인가 법무법인 대종

서울 종로구 새문안로 5길 13, 303호 (당주동, 변호사회관) [공증부 736-6604]

[제43호서식]

등부 2017년 제 3101 호 Registered No. 2017 - 3101
 인 증 Notarial Certificate
 위 위 임 장 Yo-Han LEE
 에 기재된 주식회사 대우건설 attorney-in-fact of
 대표이사 박창민 의 Daewoo Engineering & Construction Co.,Ltd.
 대리인 이요한 은 Chang-Min PARK /President & CEO
 본 공증인의 면전에서 위 본인이 appeared before me and admitted
 기명날인한 것임을 자인하였다. said principal's subscription to the
 attached
 POWER OF ATTORNEY
 2017년 7월 10일 이 사무소에서 This is hereby attested on
 위 인증한다. at this office.

공증인가 법무법인 대종 DAE JONG LEGAL CORPORATION
 소속 서울중앙지방검찰청 Seoul Central District Prosecutors'
 주소 : 서울특별시 종로구 새문안로 5길 13, 303호 Office
 (당주동, 변호사회관) #303, 13, Saemunan-ro 5-gil,
 Jongno-gu, Seoul, Korea

공증담당변호사

Lawyer in charge CHANG SAM AN

본 사무소는 법률 제 9416호에 의거하여 This office has been authorized by the
 2015년 02월 07일 법무부 장관으로부터 공 Minister of Justice, the Republic of Korea,
 증인 업무를 행할 것을 인가 받았다. to act as Notary Public since February, 7,
 2015, under Law No. 9416

388 28 39
 2018
 12 JAN 2018

ATTESTED BY ME

NARENDRA R. SINGH NOTARY

C-1101, BLOOMING HEIGHTS, PACIFIC ENCLAVE, NEAR HIRANANDANI HOSPITAL, POHAL, MUMBAI-400 773

210mm×297mm(보존용 지갑용) 70g/m²

12 JAN 2018

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11/19/01 BY SP-6/BJA/STP



Your PAN Application Status

Acknowledgment Number	: 010109701431174
Name	: DAEWOO ENGINEERING & CONSTRUCTION CO., LTD.
Category	: Company
Status	: PAN has been allotted by Income Tax Department, your PAN card is under process at NSDL and will be despatched to you shortly.
Permanent Account Number (PAN)	: AAFCD6221N

1. PAN card will be despatched only to the communication address provided in your PAN application. *Wherever the Representative Assessee (RA) details (item no.14 in Form 49A) are mentioned in the application, PAN Card will be despatched to the RA's address.

2. If your communication address has changed, please submit a 'Request for New PAN Card or/and Changes or Correction in PAN data' form so that the Income Tax Department's database is updated with your current address.

3. Written communication from the Income Tax Department will be directed to the communication address recorded against your PAN. So to avoid any inconveniences in future, please ensure that your communication address is up-to-date in the Income Tax Department's database.

© Copyright 2010 | NSDL e-Governance Infrastructure Limited (NSDL)



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17/11/77

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13	14	15	16

ALBERT R. W.

17/11/77

17/11/77



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAACT4119L



नाम /NAME
TATA PROJECTS LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION
20-02-1979

R. Singh

आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)



इस कार्ड के खर्च / मिल जाने पर कृपया जारी करने वाले
प्राधिकारी को सूचित / वापस कर दें
आयकर निदेशक (पद्धति)
ए.आर.ए. सेन्टर, भूतल
ई-२, झन्डेवालान एक्सटेंशन
नई दिल्ली - 110 055



In case this card is lost/found, kindly inform/return to
the issuing authority :
Director of Income Tax (Systems)
ARA Centre, Ground Floor
E-2, Jhandewalan Extn.
New Delhi - 110 055



करवाई - ३	
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२०१८	

12 JAN 2018

ATTESTED BY ME
N.R.S.
NARENDRA R. SINGH
NOTARY
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI - 400 078

1. The first part of the document
 discusses the general principles
 of the system. It is divided into
 two main sections: the first
 section deals with the
 theoretical aspects, while the
 second section deals with the
 practical aspects. The first
 section is further divided into
 three sub-sections: the first
 sub-section deals with the
 basic principles, the second
 sub-section deals with the
 advanced principles, and the
 third sub-section deals with the
 application of the principles.



2. The second part of the document
 discusses the specific details of the
 system. It is divided into two
 main sections: the first section
 deals with the hardware, while the
 second section deals with the
 software. The first section is
 further divided into three sub-
 sections: the first sub-section
 deals with the basic hardware, the
 second sub-section deals with the
 advanced hardware, and the third
 sub-section deals with the
 application of the hardware.

3. The third part of the document
 discusses the future of the system.
 It is divided into two main
 sections: the first section deals
 with the current state of the
 system, while the second section
 deals with the future of the
 system. The first section is
 further divided into three sub-
 sections: the first sub-section
 deals with the current state of
 the hardware, the second sub-
 section deals with the current
 state of the software, and the
 third sub-section deals with the
 current state of the application.

आयकर विभाग
INCOME TAX DEPARTMENT
DEVENDRA KUMAR SHARMA

भारत सरकार
GOVT. OF INDIA

RAVINDRA KUMAR SHARMA
02/07/1968

Permanent Account Number
ALUPS8204R

Signature



नं - ३	
३४६ १५	३५
२०१६	



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

VIVEK SINGHAL
RAJENDRA PRAKASH SINGHAL
30/10/1964



Permanent Account Number

ACKPS8851M

Singhal

Signature



Singhal



संख्या - ३		
३४६	२	३५
२०१६		



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[제43호서식]

공증인가 **법무법인 대 중**

서울시 종로구 새문안로 5길 13, 303호
(당주동, 변호사회관)
[공증부 736-6604]

등부 2017 년 제 5247 호

Registered No. 2017 - 5247

인 증

Notarial Certificate

위 확인서

Young Kook Moon

에 기재된 주식회사 대우건설
대표이사 송 문 선 의
대리인 문 영 국 은

attorney-in-fact of
Daewoo Engineering & Construction
Co., Ltd.

Moon Sun SONG / President & CEO

본 공증인의 면전에서 위 본인이
기명날인한 첫임을 자인하였다.

appeared before me and admitted
said principal's subscription to the
attached

ATTESTED BY ME

DECLARATION

NARENDRA R. SINGH

2017 년 12 월 22 일 이 사무소에서
위 인증한다.

This is hereby attested on this 22nd day of Dec, 2017 at this office.
01101, BLOOMING HEIGHTS,
FACE TO ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI - 400 076

공증인가 **법무법인 대 중**

DAE JONG LEGAL CORPORATION

소속 서울중앙지방검찰청
주소 : 서울특별시 종로구 새문안로 5길 13, 303호
(당주동, 변호사회관)

Seoul Central District Prosecutors' Office

#303, 13, Saemunan-ro 5-gil,
Jongno-gu, Seoul, Korea

공증담당변호사

Lawyer in charge **TYUNG SEOK CHAE**

Chae Hyung Seok

본 사무소는 법률 제 9416호에 의거하여
2015년 02월 07일 법무부 장관으로부터 공
증인 업무를 행할 것을 인가 받았다.

This office has been authorized by the
Minister of Justice, the Republic of Korea,
to act as Notary Public since February, 7,
2015. under Law No. 9416



12 JAN 2018

Witness: (1)



भारत सरकार
Unique Identification Authority of India
Department of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/61088/38436

To,
छेडा संदिप रतीलाल
Chheda Sandip Ratilal
A / 403, Walla Apartment CHS
Aarey Road
Naik Wadi, Goregaon East
Mumbai
Goregaon East Mumbai Mumbai
Maharashtra 400063
9820473700

Ref: 98 / 301 / 137552 / 138090 / P.



SH344783035FT



आपला आधार क्रमांक / Your Aadhaar No. :

8911 4080 4795

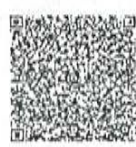
आधार - सामान्य माणसाचा अधिकार



भारत सरकार
Government of India



छेडा संदिप रतीलाल
Chheda Sandip Ratilal
जन्म वर्ष / Year of Birth : 1968
पुरुष / Male



8911 4080 4795

नाम	छेडा संदिप रतीलाल
आधार क्रमांक	8911 4080 4795
जन्म वर्ष	38 39 39
पुरुष	20 20

S.R. Chheda

Witness: ②

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No: MH07 20030003472 DOI: 18-08-2003
 Valid Till: 17-08-2023 (NT) 06-03-2018 (TR)
 AED 10-03-2015 FORM 7
 KULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS
 OF VEHICLES THROUGHOUT INDIA

COV	DOI
3W-NT	18-08-2003
MCWG	14-08-2005
3W-TR	07-03-2015

DOB: 01-04-1985 BG:

Name: DINESH GOLATKAR
 S/DW of: PRAKASH GOLATKAR
 Add: A/P-WAIRY BHUTNATH
 TAL-MALVAN, DIST-SINDHUDURG

PIN: 418808 Signature & ID of Issuing Authority: MH07 201567

Signature/Thumb Impression of Holder

[Handwritten signature]

Witness

आयकर विभाग भारत सरकार
 INCOME TAX DEPARTMENT GOVT. OF INDIA

KUMAR SANJEEV
 RAMKISHAN JAIN

10/07/1973
 Permanent Account Number
 ABSPK7096D

Sanjeev Kumar
 Signature

भारत सरकार

04112006

Sanjeev Kumar

बनवाई - ३		
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२०१८		

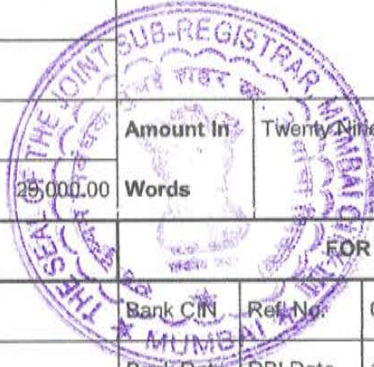




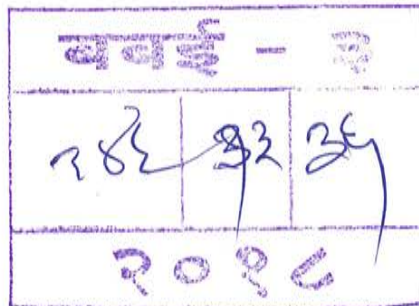
CHALLAN
MTR Form Number-6

0093

GRN	MH009434233201718E	BARCODE			Date	15/01/2018-15:27:01	Form ID		
Department				Inspector General Of Registration					
Type of Payment				Registration Fee Ordinary Collections IGR					
Office Name				BBE3_JT SUB REGISTRAR MUMBAI CITY 3		Payer Details			
Location				MUMBAI		TAX ID (If Any)			
Year				2017-2018 One Time		PAN No.(If Applicable)			
				Flat/Block No.		Full Name			
				Premises/Building		TATA PROJECTS LIMITED			
						MUMBAI TRANS HARBOUR LINK PROJECT			
						PACKAGE 2			
Account Head Details				Amount In Rs.					
0030083301 Amount of Tax				29000.00					
				Road/Street		MUMBAI			
				Area/Locality		MUMBAI			
				Town/City/District					
				PIN		4 0 0 0 7 6			
				Remarks (If Any)					
				SecondPartyName=DAEWOO ENGINEERING AND CONSTRUCTION					
				CO LTD~					
Total				29000.00		Amount In Words			
				Twenty Nine Thousand Rupees Only					
Payment Details				BANK OF BARODA					
				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref No.		02003942018011501469 80559963	
Cheque/DD No.				Bank Date		RBI Date		15/01/2018-15:27:59 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 दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.





450/346

सोमवार, 15 जानेवारी 2018 2:52 म.नं.

दस्त गोषवारा भाग-1

बबई-3

दस्त क्रमांक: 346/2018

दस्त क्रमांक: बबई-3 /346/2018

बाजार मूल्य: रु. 01/-

मोबदला: रु. 56,12,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.15,000/-

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. बबई-3 यांचे कार्यालयात

पावती:388

पावती दिनांक: 15/01/2018

अ. क्र. 346 वर दि.15-01-2018

सादरकरणाचे नाव: टाटा प्रोजेक्ट्स लिमिटेड कंपनी तर्फे चिफ ऑपरेटिंग ऑफिसर
विवेक सिंघल

रोजी 2:32 म.नं. वा. हजर केला.

नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 660.00

पृष्ठांची संख्या: 33


दस्त हजर करणाऱ्याची सही:

एकुण: 1660.00



सह दुय्यम निबंधक, मुंबई-3



सह दुय्यम निबंधक, मुंबई-3

दस्ताचा प्रकार: वर्क कॉन्ट्रॅक्ट

मुद्रांक शुल्क: (अ) अशा कंत्राटामध्ये ठरविण्यात आलेली रक्कम किंवा मूल्य दहा लाखा रूपयापेक्षा आंकि नसेल तर

शिकका क्र. 1 15 / 01 / 2018 02 : 32 : 11 PM ची वेळ: (सादरीकरण)

शिकका क्र. 2 15 / 01 / 2018 02 : 34 : 17 PM ची वेळ: (फी)

सदर दस्तात कधी भरलेली 3 पानांची
दस्त हाताळणी फी रु. ६०/- पावती क्र. 388
दिनांक १५/१/२०१८ नुसार वसुल करण्यात आली.

प्रतिज्ञापत्र

*सदर दस्ताऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस
दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक बाबती, 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:

सदर दस्तात न्यून आकारात
नोंदणी फी रु. 2000/- पावती
रु. 388 दि. १५/१/२०१८ नुसार
वसुल करण्यात आली



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दस्त गोषवारा भाग-2

बबई3

दस्त क्रमांक:346/2018

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दस्त क्रमांक :बबई3 /346/2018

दस्ताचा प्रकार :-वर्क कॉन्ट्रॅक्ट

अनु क्र.	पक्षकाराचे नाव व पता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:टाटा प्रोजेक्ट्स लिमिटेड कंपनी तर्फे चिफ ऑपरेटिंग ऑफिसर विवेक सिंघल पता:प्लॉट नं: कार्यालय क्र., माळा नं: 11 वा मजला, इमारतीचे नाव: हिरानंदानी नॉलिज पार्क, ब्लॉक नं: स्ट्रीट पवई मुंबई, रोड नं: रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACT4119L	लिहून घेणार वय :-53 स्वाक्षरी:- <i>isayhar</i>		
2	नाव:टाटा प्रोजेक्ट्स लिमिटेड कंपनी बी यू हेड ब्रिजिज अँड पोर्ट्स तर्फे देवेंद्र कुमार शर्मा पता:प्लॉट नं: कार्यालय क्र., माळा नं: 11 वा मजला, इमारतीचे नाव: हिरानंदानी नॉलिज पार्क, ब्लॉक नं: स्ट्रीट पवई मुंबई, रोड नं: रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACT4119L	लिहून घेणार वय :-48 स्वाक्षरी:- <i>Devendra</i>		
3	नाव:डेवू इंजिनीरिंग अँड कंस्ट्रक्शन कंपनी लिमिटेड कंपनी तर्फे मीन गेउन किम पता:सिंमीपल ऑफिस नं. 1-7-80 टु 87, मजला, बील्डींग, सिकन्द्राबाद, प्रेंडर्घस्ट रोड, सिकन्द्राबाद, ANDHRA PRADESH, HYDERABAD, Non-Government. पॅन नंबर:AAFCD6221N	लिहून देणार वय :-51 स्वाक्षरी:- <i>Kim</i>		

वरील दस्तऐवज करून देणार तथाकथीत वर्क कॉन्ट्रॅक्ट चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिकका क्र.3 ची वेळ:15 / 01 / 2018 02 : 35 : 47 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:दिनेश गोलतकर वय:32 पता:सदनिका क्र.6 पहिला मजला संत मुक्ता को-ऑप हौऊसिंग सोसायटी लिमिटेड पेरु बाग,आरे रोड,गोरेगाव पूर्व मुंबई-४०००६३. पिन कोड:400063	स्वाक्षरी <i>D. Golatkar</i>		
2	नाव:संदीप छेडा वय:48 पता:सदनिका क्र.6 पहिला मजला संत मुक्ता को-ऑप हौऊसिंग सोसायटी लिमिटेड पेरु बाग,आरे रोड,गोरेगाव पूर्व मुंबई-४०००६३. पिन कोड:400063	स्वाक्षरी <i>S.R. Chhed</i>		

शिकका क्र.4 ची वेळ:15 / 01 / 2018 02 : 36 : 21 PM

Isarita

0098

सह दुय्यम निबंधक, मुंबई-3

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH009415579201718E	0005222648201718

346 /2018

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

बयई - ३		
३४६	३५	३६
२०१८		

प्रमाणित व रणेत घेणे की दस्तामध्ये
एकूण... ३५... पुस्तक
क्रमांक १, बयई-३, ३४६/२०१८
नोंदला. 15 JAN 2018
दिनांक

Isarita

सह दुय्यम निबंधक, मुंबई शहर-३.



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0102



Mumbai Trans Harbour Link Project
Package II

TATA PROJECTS
Simplify.Create

19

0103

JOINT VENTURE AGREEMENT

DAEWOO – TPL (JV)



Mumbai Metropolitan
Region Development
Authority

Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 –
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)



Pre-Bid Agreement

for 17 JUN 2016

Mumbai Trans Harbour Link Project

for

(Package-1)

Construction of a 10.380km long bridge section
(CH 0+000-CH 10+380) across the Mumbai Bay
and Sewri Interchange

And

(Package-2)

Construction of a 7.807km long bridge section
(CH 10+380-CH 18+187) across the Mumbai
Bay and Shivaji Nagar Interchange

20th June 2016

by and between

Daewoo Engineering & Construction Co., Ltd.

and



Contents

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6. Executive Authority.....	4
7. Role of Parties.....	4
8. Costs.....	4
9. Preparation and Submission of the Tender.....	5
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This Pre-Bid Agreement for Mumbai Trans Harbour Link Project, Package-1 and Package-2 (this "Agreement") is made and entered into on 20th day of June, 2106, by and between:

Daewoo Engineering & Construction Co., Ltd., a company organized and existing under the laws of the Republic of Korea, having its principal office at 75 Saemunan-ro, Jongno-gu, Seoul 03182, the Republic of Korea ("Daewoo"),

and

Tata Projects Limited, a company organized and existing under the laws of India (CIN: U45203AP1979PLC057431) and having its principal office at 1-7-80 to 87, Prenderghast Road, Secunderabad- 500003 ("TPL").

Daewoo and TPL are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Mumbai Metropolitan Region Development Authority in India (the "Client") has invited prequalification for the execution of Mumbai Trans Harbour Link Project, Package-1 and Package-2 (the "Project").

AND WHEREAS, the Parties desire to jointly cooperate with each other in participating in the execution of the Project, and accordingly the Parties intend to work together in the frame of an integrated joint venture (the "JV"), in order to jointly submit a prequalification and bid (collectively the "Tender") to the Client for the Project, and in the event that the joint venture is awarded the contract (the "Contract"), the Parties agree to jointly carry out the works (the "Works"), by the execution of a further joint venture agreement (the "Formal Agreement") in accordance with the terms and conditions of this Agreement.

AND WHEREAS, the Parties shall submit Tender for both Package-1 and Package-2, the Client shall award Contract to a Bidder for only one, either Package-1 or Package-2.

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter, the Parties agree as follows:

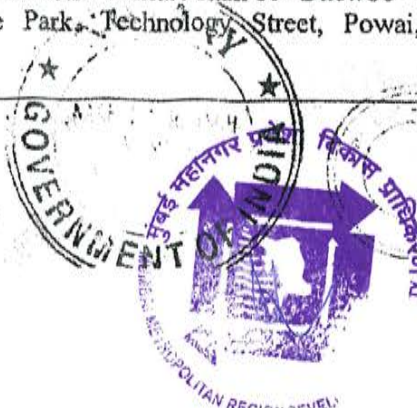
1. Objective

The Parties undertake to cooperate with each other for the purpose of (i) jointly preparing, agreeing and submitting the Tender and thereafter (ii) negotiating and if successful (iii) entering into and performing the Contract in accordance with the provision of this Agreement.

The name and address of the Joint Venture shall be "Daewoo - TPL JV" - 11th Floor, Hiranandani Knowledge Park, Technology Street, Powai, Mumbai - 400076, Maharashtra, India.

Pre-Bid Agreement

Page 3 of 7





2. Joint and Several Liability

The Parties shall be jointly and severally bound by the terms of the Tender and shall be jointly and severally liable to the Client for performing the Works required as set out in the Tender documents and/or the Contract.

3. Exclusivity

The cooperation between the Parties for the Project shall be exclusive. Except as expressly provided herein, no Party shall directly or indirectly submit any other proposal or perform any other contract for the Project without the prior written consent of the other Party.

4. Proportionate Share

Each Party shall participate in the JV in the proportion as stated below (the "Proportionate Shares") and all rights, interests, liabilities, obligations and risk, and all net profits or net losses arising out of the JV shall be borne by the Parties in accordance with the Proportionate Shares:

- Daewoo	60%	(Sixty Percent)
- TPL	40%	(Forty Percent)

The Proportionate Shares may thereafter be amended as agreed upon in writing by the Parties.

5. Leading Party

It is mutually agreed that **Daewoo** shall be the leader of the JV.

6. Executive Authority

Without prejudice, the Parties of the Joint Venture appoints Mr. Wook Choi from Daewoo, Email: wook.choi@daewooenc.com as their authorized representative for any negotiations with the Client and to receive any instructions from the Client.

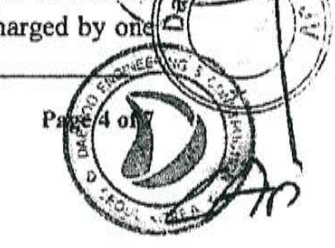
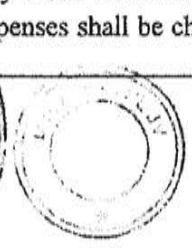
7. Role of Parties

The parties will jointly perform the Contract in the event the same is awarded to them by way of an integrated joint venture. The detailed role of the Parties for the preparation of the Tender and execution of the Project will be optimized, adjusted and defined in detail during the Tender preparation and the execution of the Project for the purpose of the cost competitiveness and best performance of the Contract.



8. Costs

8.1 The Parties shall separately bear the respective costs for the preparation, submission and negotiation of the Tender and for any preliminary work undertaken in relation thereto, whether successful or unsuccessful, and no expenses shall be charged by one



Party to the other in any case except as may be in writing agreed in advance between the Parties.

External costs incurred by the Parties for the Project, during the process of the Tender shall be proportionally shared among the Parties according to the Proportionate Shares. All external costs shall be mutually and unanimously agreed by the Parties before a Party enter into any agreement that may or does create such a liability to the JV.

If the Project is awarded to the JV, the JV will bear or reimburse such costs in relation to the above Sub-Clause 8.2 to each Party.

9. Preparation and Submission of the Tender

All Parties shall mutually and unanimously agree on the final Tender price and any terms and conditions of the Tender prior to the submission of the Tender to the Client. If unanimity cannot be achieved, such matter shall be decided by the leader of the JV.

10. Further Agreement

The Formal Agreement shall be signed by parties as soon as practically possible and after the submission of the Tender (or before being awarded the Contract). Such Formal Agreement will supersede this Agreement. The detailed Formal Agreement shall be based on the general principals, rights, duties and obligations of the Parties to each other as stipulated in this Agreement.

11. Confidentiality

Each Party shall keep secret and not divulge to third parties nor use in anyway any information, whether technical or commercial, disclosed by the other Party without prior written consent of the other Party and shall use such information only for the purpose of this Agreement. The obligations of the Parties under this Article shall survive the termination or expiration of this Agreement for a period of three (3) years from the date of termination or expiration.

12. Term

This Agreement shall be effective as of the date described above and remain valid for two (2) years or until whichever of the following events occurs earlier:

- 1) the Project is canceled by the Client;
- 2) the JV fails to be selected as a qualified bidder by the Client;
- 3) the Project has been awarded to a third party;
- 4) any Party becomes insolvent, bankrupt or subject to any receivership or administration order;
- 5) the Parties agree to terminate this Agreement in writing;

Pre-Bid Agreement



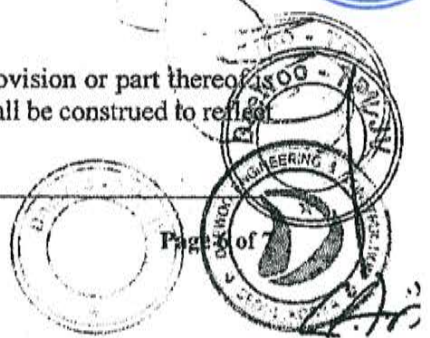
- 6) this Agreement is replaced by the Formal Agreement in writing concluded between the Parties; or,
- 7) the Parties agree not to submit the Tender.

Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and any dispute arising out of or in connection with this Agreement between the Parties shall be settled amicably. In the event of such amicable settlement being not possible, it shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or three arbitrators appointed in accordance with the said Rules, and the award rendered by arbitration shall be final and binding on both Parties. The place of arbitration shall be London, England and the language of the arbitration shall be English.

14. Miscellaneous

- 13.1 This Agreement contains the entire understanding between the Parties and supersedes any and all other prior understandings, correspondences, arrangements or agreements exchanged between the Parties on or before the date written above whether verbally or in writing. No subsequent modifications of this Agreement shall be binding upon the Parties unless made in writing and signed by an authorized officer of each Party sought to be bound thereby.
- 13.2 Neither Party may assign or transfer any of its rights and obligations under this Agreement without prior written consent of the other Party.
- 13.3 Parties shall mutually agree to the submission of securities required during the Tender stage and execution stage and to be detailed in the formal Agreement.
- 13.4 No Party shall have any authority or right to assume, create and/or undertake any duty, obligation, litigation or responsibility of any kind whatsoever, expressed or implied, on behalf of or in the name of the other Party, unless agreed upon in writing by the Parties.
- 13.5 Nothing contained in this Agreement is intended or shall be construed as creating a corporation, partnership (whether general or limited), or any legal entity or continuing relationship or commitment between the Parties other than as expressly set out herein.
- 13.6 Notwithstanding any provision of this Agreement, neither Party shall be liable to the other Party for any consequential, indirect, incidental, punitive or special loss or damages under or in connection with this Agreement or at law.
- 13.7 No Party shall be deemed to have waived any provisions of this Agreement unless such waiver shall be in writing and signed by such Party. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
- 13.8 All provisions of this Agreement are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect



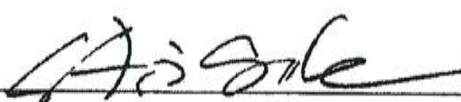



13

the closest lawful interpretation of the Parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding.

IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed by their duly authorized respective officers as the date first written above.

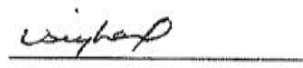
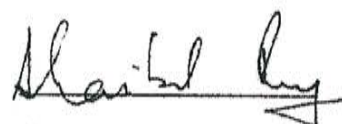
Daewoo Engineering & Construction Co., Ltd.

Signature  

Name Wook Choi

Title Senior Vice President at Overseas Infra Project Division


Tata Projects Limited

Signature	<u></u>	<u></u>
Name	Vivek Singhal	Shaibal Roy
Title	Chief Operating Officer Urban Infrastructure	Head (Transportation & Hydro) Urban Infrastructure

Pre-Bid Agreement



ATTESTED BY ME


NARENDRAB R. SINGH
 NOTARY (GOVT. OF INDIA)
 C-1101, BLOOMING HEIGHTS,
 PACIFIC ENCLAVE, NEAR HIRANANDAN
 HOSPITAL, POWAI, MUMBAI-400 076.
 MOBILE: +91 9869433277 / 9869036688





Amendment 1 to Pre-Bid Agreement for

**Mumbai Trans Harbour Link Project
for
(Package-1)**

Construction of a 10.380km long bridge section (CH 0+000-CH 10+380) across the Mumbai Bay and Sewri Interchange

And

(Package-2)

Construction of a 7.807km long bridge section (CH 10+380-CH 18+187) across the Mumbai Bay and Shivaji Nagar Interchange

With reference to the Pre-Bid Agreement dated 20th June 2016, signed between:

Daewoo Engineering & Construction Co., Ltd., a company organized and existing under the laws of the Republic of Korea, having its principal office at 75 Saemunan-ro, Jongno-gu, Seoul 03182, the Republic of Korea ("Daewoo"),

and

Tata Projects Limited, a company organized and existing under the laws of India (CIN: U45203AP1979PLC057431) and having its principal office at 1-7-80 to 87, Prenderghast Road, Secunderabad- 500003 ("TPL"),

This amendment is made and entered into as of July 7th 2017 by and between Daewoo and TPL

For the purpose of submission of bid security/ EMD/ bid bond in a form of bank guarantee, the same shall be arranged by Daewoo and TPL in accordance with their Proportional Share under Article 4. TPL being the local Party, shall coordinate for the issuance of consolidated bank guarantee on behalf of the JV. Daewoo shall furnish counter guarantee to the amount of 60% and TPL shall furnish counter guarantee to the amount of 40% according to their Proportional Share. All costs related to the issuance of the counter guarantees shall be borne by the Parties respectively.

All other terms and conditions of the Pre-Bid Agreement remain unchanged, valid, binding and in full force and effect.

Daewoo Engineering & Construction Co., Ltd.

Signature
Name Wook Choi
Title Executive Vice President
Overseas Civil & Building Division



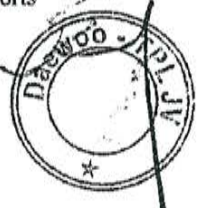
ATTESTED BY ME

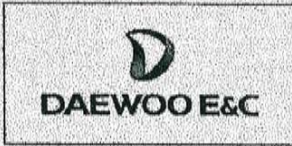
NESH G. BHOIR
B.A., LL.B
ADVOCATE & NOTARY
(Govt. of India)
D-1/4, RIDDI SIDDHI C.H.S.
RAJA WADI, VIDYAVIHAR (E)
MUMBAI - 400 077
Reg. No. 8329

Tata Projects Limited

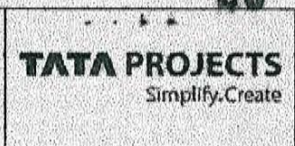
Signature
Name Vivek Singhal
Title Chief Operation Officer
Urban Infrastructure

Signature
Name Devendra Kumar Sharma
Title BU Head - Roads, Bridges & Ports
SBU-Urban Infrastructure





Mumbai Trans Harbour Link Project
Package II



POWER OF ATTORNEY FOR SIGNING OF BID



Mumbai Metropolitan
Region Development
Authority

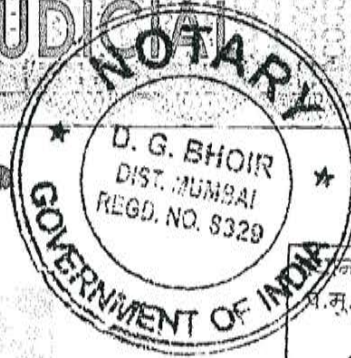
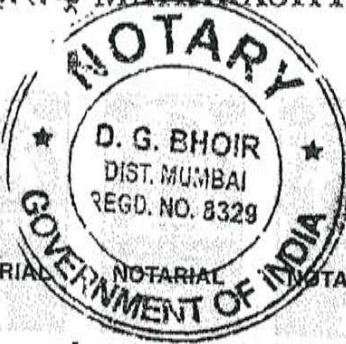
Project: Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay including Shivaji Nagar Interchange)



महाराष्ट्र MAHARASHTRA

2017

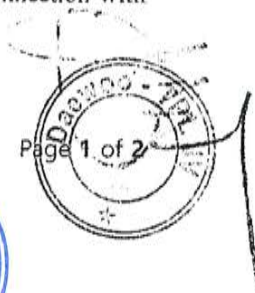
SE 633054



महाराष्ट्र न्यायिक न्यायालय, मुंबई
 प्र.म.वि.क. ६००००९०
 - 4 JUL 2017
 सक्षम अधिकारी

Power of Attorney

We, the undersigned, Mr. Vivek Singhal, in my capacity as the Chief Operating Officer- Urban Infrastructure and Mr. Devendra Kumar Sharma, in my capacity as the BU Head (Roads, Bridges & Ports) – SBU-Urban Infrastructure, of Tata Projects Ltd. (hereinafter referred to as "TPL"), duly organized and existing under and by virtue of the law of India with its registered office at Mithona Towers-1, Opposite Wesley Co-ed. Jr. College, Prenderghast Road, near Paradise Circle, Secunderabad, Telangana 500003, hereby appoint the following personnel as the representative of Daewoo – TPL JV (hereinafter referred to as "JV") and authorize to submit, sign the application, receive instruction, give any information regarding the pre-qualification, tender and execution, contract and to do all acts and deeds on any matter required on behalf of the JV in connection with Mumbai Trans Harbour Link Project, Package II.



TATA PROJECTS LIMITED

Hiranandani Knowledge Park,
1st Floor, Technology Street,
Powai, Mumbai - 400 076.

मुद्रांक विकत घेणाऱ्याचे नाव _____
Tel:- 67402900

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विक्रीगलतची नॉद पही अनु. क्र. 431 दिनांक _____

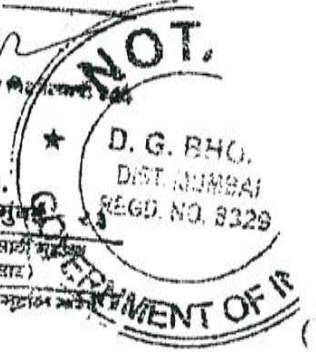
मुद्रांक विकत घेणाऱ्याची सही _____


परवाना क्रमांक - ८००००९०

मुद्रांक विक्रीचे ठिकाण/पत्ता: श्री. कल्पेश प्रमजी गावडा
सीमला स्टेशनरी भाट, शॉप नं. ९, एस.के.जे. मेन्शन,
एम. जी. रोड, सीटीसीविल, जं. काळाघोडा, मुंबई

शासकीय कार्यालय/संस्था/संस्थानासमोर प्रतिलिपि सादर करणेसाठी मुद्रांक
कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४ नुसार)
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक
रेग्युलेशन ६ मधील तरतुदी पापरणे बंधनकारक आहे.

परवानाधारक मुद्रांक विक्रीसाठी




Name	Position	Signature
Byoung-Hoi UHM	Project Bid Manager Daewoo E&C	
Young-Min KIM	Commercial Bid Manager Daewoo E&C	




The present Power of Attorney shall remain in full force and effect from the day shown here below until the notice of its revocation is received by you.

IN WITNESS WHEREOF, we have executed this Power of Attorney for and on behalf of TPL on this 14th of July 2017.




 Vivek Singhal
 Chief Operating Officer
 Urban Infrastructure



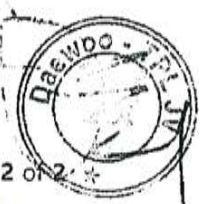
 Devendra Kumar Sharma
 BU Head (Roads, Bridges & Ports)
 SBU-Urban Infrastructure



ATTESTED

 D. G. BHOIR
 B.A.L.L.B.
 ADVOCATE & NOTARY
 D-114, RIDDHI SIDDHI C.H.S
 RAJAWADI, VIDYAVIHAR (E)
 MUMBAI - 400077



14 JUL 2017



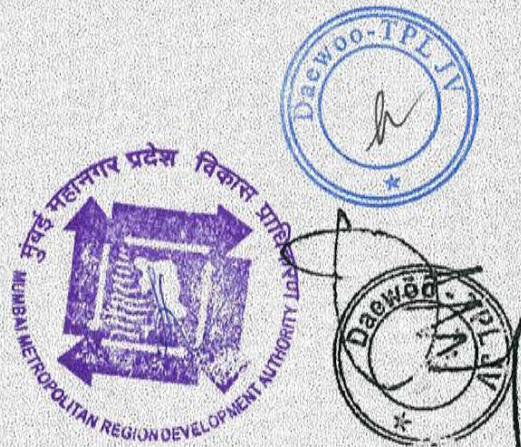


Mumbai Trans Harbour Link Project
Package II

0115 32
TATA PROJECTS
Simplify.Create

POWER OF ATTORNEY & BOARD RESOLUTION

- DAEWOO E & C



Mumbai Metropolitan
Region Development
Authority

Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 -
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)

[제41호서식]

공증 인가 법무법인 대 중

서울 종로구 새문안로 5길 13, 303호 (남구동, 변호사회관) [공증부 736-6604]

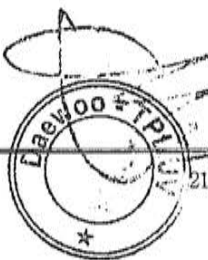
Registered No. 2017 - 3101

NOTARIAL CERTIFICATE

DAE JONG LEGAL CORPORATION

#303, 13, Saemunan-ro 5-gil, Jongno-gu,





Seoul, Korea



210mm×297mm(보존용지(1종) 70g/m²)


POWER OF ATTORNEY

I, the undersigned, Chang-Min Park in my capacity as President & Chief Executive Officer of DAEWOO ENGINEERING & CONSTRUCTION CO., LTD.(hereinafter called "DAEWOO") with its registered office at 75, Saemunan-ro, Jongno-gu, Seoul, 03182, Korea, duly organized and existing under and by virtue of the laws of the Republic of Korea, hereby authorize and appoint the following personnel as its true and lawful attorney to do all acts and deeds on any matter required in connection with pre-qualification, tender, contract negotiation and execution for **Mumbai Trans Harbour Link Project (Package-2), Construction of a 7.807km long bridge section (CH 10+380 – CH 18+187) across the Mumbai Bay and Shivaji Nagar Interchange.**

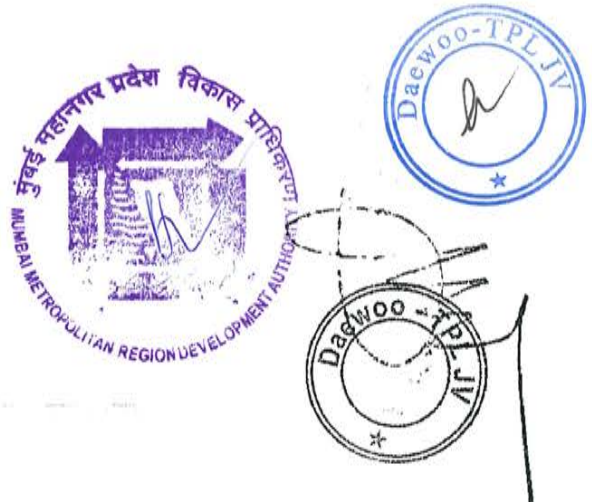
<u>Name</u>	<u>Position</u>	<u>Signature</u>
Min-Geun KIM	Vice President	
Seog-Do KANG	Team Leader	
Byoung-Hoi UHM	Project Bid Manager	
Joo-Seok KANG	Vice President	
Young-Min KIM	Commercial Bid Manger	

The present Power of Attorney shall remain in full force and effect from the day shown here below until the notice of its revocation is received by you.

IN WITNESS WHEREOFF, I have executed this Power of Attorney for and on behalf of DAEWOO on this 10th of July 2017.

C.M PARK 

Chang-Min PARK
 President & CEO
 Daewoo Engineering & Construction Co., Ltd.



서울 종로구 새문안로 5길
13, 303호
(당주동, 변호사회관)
[공증부 736-6604]

공증 인가 **법무법인 대 중**

[제43호서식]

등부 2017 년 제 3101 호
인 증

Registered No. 2017 - 3101
Notarial Certificate.

위 위 임 장

Yo-Han LEE

에 기재된 주식회사 대우건설
대표이사 박창민 의
대리인 이요한 은

attorney-in-fact of
Daewoo Engineering & Construction Co.,Ltd.
Chang-Min PARK /President & CEO

본 공증인의 면전에서 위 본인이
기명날인한 것임을 자인하였다.

appeared before me and admitted
said principal's subscription to the
attached

POWER OF ATTORNEY

2017 년 7 월 10 일 이 사무소에서
위 인증한다.

This is hereby attested on
this 10th day of Jul, 2017
at this office.

공증 인가 **법무법인 대 중**
소속 서울중앙지방검찰청
주소 : 서울특별시 종로구 새문안로 5길 13, 303호
(당주동, 변호사회관)

DAE JONG LEGAL CORPORATION
Seoul Central District Prosecutors'
Office
#303, 13, Saemunan-ro 5-gil,
Jongno-gu, Seoul, Korea

공증담당변호사

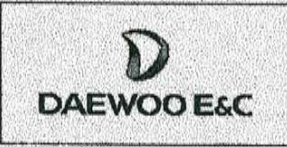
Handwritten signature of Chang Sam An


Lawyer in charge **CHANG SAM AN**
Handwritten signature of Chang Sam An

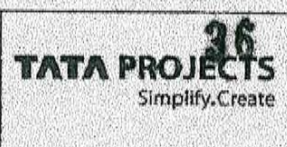
본 사무소는 법률 제 9416호에 의거하여
2015년 02월 07일 법무부 장관으로부터 공
증인 업무를 행할 것을 인가 받았다.

This office has been authorized by the
Minister of Justice, the Republic of Korea,
to act as Notary Public since February, 7
2015. under Law No. 9416

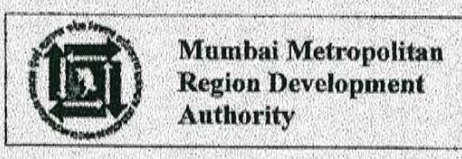




Mumbai Trans Harbour Link Project
Package II



POWER OF ATTORNEY & BOARD RESOLUTION
-TATA PROJECTS LIMLTED



Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay including Shivaji Nagar Interchange)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



HUNDRE



AL



[Signature]

0384976

T. LALITHA

LICENSED STAMP VENDOR
LIC.No.16-09-074/2012,
R.No.16-05-028/2015,
Plot No.32, H.No.3-48-256,
Kakaguda, Karkhana,
Canmtt. Sec'bad. Ph:7810221



S.No. 1048 Date: 13-01-2016

7 JUL 2017

Sold to: RAMAKRISHNA

S/o. SATYAM

For Whom: TATA PROJECTS LTD.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT THAT Tata Projects Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Mrkna Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500 003, India (hereinafter called 'the Company') send greetings:

WHEREAS the Company is engaged in executing Engineering, Procurement and Construction (EPC) Contracts in India and abroad.

AND WHEREAS Mr. Vivek Singhal, Chief Operating Officer, Urban Infrastructure has been authorised to prepare, sign, seal and deliver tenders and to attend various pre and post bid meetings with the clients, agree and sign minutes of meetings execute the projects related to Company's SBU-Urban Infrastructure business and to generally deal with the Company's clients in this regard.

AND WHEREAS to enable the said Mr. Vivek Singhal to discharge his duties effectively, Tata Projects Limited has resolved to nominate, constitute and appoint Mr. Vivek Singhal to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's Urban Infrastructure:

- 1 To enter into memorandum of understanding/consortium/JV agreements with consortium members for tenders related to the business of the Company;
- 2 To sign and execute on behalf of 'The Company' documents such as tenders and such other instruments and Contract Agreements for projects as may be necessary

ATTESTED

R. DEVADAS
ADVOCATE & NOTARY

Appointed By Govt. of A.P. (India)
1-9-26/2, Temple Alwal, R.R. Dist.
SECUNDERABAD 500 010.





- for sale in India or elsewhere of goods and services manufactured and / or distributed and / or supplied by 'the Company;
- 3 To sign bills of lading, policies of insurance and documents of title to goods and any documents required by the Customs Office, Excise Department, Railways, Air Lines and other carriers in relations to the goods imported and exported on behalf of the Company;
- 4 To sign relevant documents / forms for obtaining required licences under various Labour Laws.
- To take on lease or hire, dispose or surrender, give up or hire any immovable/movable property, land, houses, and buildings etc., intended for use by Company during the course of project execution; and
- 6 To deal and carry out all the activities necessary for proper co-ordination and execution of projects and project related activities.

The powers mentioned at Sl.No.1 and 2 are to be executed jointly with another Attorney of the Company holding a like authority. However, for the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

The above Powers of attorney shall be valid for a period of 2 (two) years from the date of execution of this Power of Attorney or until revoked whichever is earlier.

Mr. Vivek Singhal when signing on behalf of the Company shall sign as under

For and on behalf of Tata Projects Limited by its constituted attorney

(Handwritten signature)

(Signature of Mr. Vivek Singhal)

The Company hereby agrees to ratify all acts, deeds and things lawfully done by Mr. Vivek Singhal 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 the Company.

IN WITNESS WHEREOF, we, Tata Projects Limited have caused its common seal to be hereto affixed this 13th January 2016 at Hyderabad.

The Common Seal of the Company is affixed pursuant to the Resolution passed on 13th January 2016 in the presence of Mr. Vinayak K Deshpande, Managing Director and Dr. A. Raja Mogili, Company Secretary, who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association of the Company.

(Handwritten signature)
(Vinayak K Deshpande)
Managing Director

(Handwritten signature)
(Dr. A. Raja Mogili)
Company Secretary





**Extract of the resolution passed by the
Committee of Directors of Tata Projects Limited
No: 07/2015-16 dated 13th January 2016**

Grant of Power of Attorney

"RESOLVED THAT General Power of Attorney be and is hereby granted in favour of Mr Vivek Singhal, COO, Urban Infrastructure".

"FURTHER RESOLVED THAT the above Power of Attorney is valid for a maximum period of 2 (two) years from the date of passing of this resolution"

"FURTHER RESOLVED THAT the above Power of Attorney be executed under the Common Seal of the Company pursuant to the provisions of Clause-41 of the Articles of Association of the Company".



CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

[Signature]
Dr. A. RAJA MOGLI
COMPANY SECRETARY



CERTIFIED TRUE COPY

R. M. RAJBHAR
NOTARY (Govt. of India)
218/3104, TAGORE NAGAR-4,
VIKROLI (E) MUMBAI-400 078.

JUL 2017



TATA PROJECTS LIMITED

Registered Office "Mithona Towers 1" 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India

Phone -91 40 6623 8801 Fax 6617 2535

CIN U45203AP1979PLC057431

e-mail tpl@tataprojects.com

www.tataprojects.com



भारतीय न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



HUNDRE



తెలంగాణ రాష్ట్రం TELANGANA

C 384974
T. LALITHA

S.No. 1046 Date: 13-01-2016

7 JUL 2017

Sold to: RAMAKRISHNA

LICENSED STAMP VENDOR
LIC.No.16-09-074/2012,
R.No.16-05-028/2015,
Plot No.32, H.No.3-48-266
Kakaguda, Karkhana,
Canmtt. Sec'bad. Ph:7842523342

S/o. SATYAM

For Whom: TATA PROJECTS LTD.

GENERAL POWER OF ATTORNEY

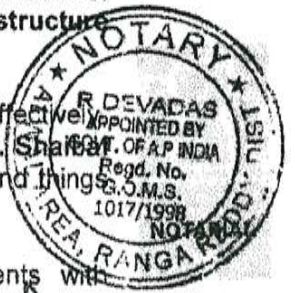


KNOW ALL MEN BY THESE PRESENT THAT Tata Projects Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Milhana Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad – 500 003, India (hereinafter called 'the Company') send greetings:

WHEREAS the Company is engaged in executing Engineering, Procurement and Construction (EPC) Contracts in India and abroad.

AND WHEREAS Mr. Shaibal Roy, Head (Transportation & Hydro), SBU-Urban Infrastructure has been authorised to prepare, sign, seal and deliver tenders; and to attend various pre and post bid meetings with the clients, agree and sign minutes of meetings; execute the projects related to Company's SBU-Urban Infrastructure business and to generally deal with the Company's clients in this regard.

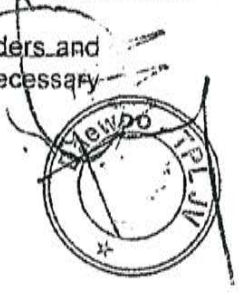
AND WHEREAS to enable the said Mr. Shaibal Roy to discharge his duties effectively the Tata Projects Limited has resolved to nominate, constitute and appoint Mr. Shaibal Roy to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's Urban Infrastructure business:



- 1 To enter into memorandum of understanding/consortium/JV agreements with consortium members for tenders related to the business of the Company;
- 2 To sign and execute on behalf of 'The Company' documents such as tenders and such other instruments and Contract Agreements for projects as may be necessary

ATTESTED

R. DEVADAS
ADVOCATE & NOTARY
Appointed By Govt. of A.P. (India)
1-4-28/2, Temple Alwat, R.R. Dist.
SECUNGERABAL 500 010



for sale in India or elsewhere of goods and services manufactured and / or distributed and / or supplied by 'the Company;

3 To sign bills of lading, policies of insurance and documents of title to goods and any documents required by the Customs Office, Excise Department, Railways, Air Lines and other carriers in relations to the goods imported and exported on behalf of the Company;

To sign relevant documents / forms for obtaining required licences under various Labour Laws.

To take on lease or hire, dispose or surrender, give up or hire any immovable/movable property, land, houses, and buildings etc., intended for use by Company during the course of project execution; and

6 To deal and carry out all the activities necessary for proper co-ordination and execution of projects and project related activities.

The powers mentioned at Sl.No.1 and 2 are to be executed jointly with another Attorney of the Company holding a like authority. However, for the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

The above Powers of attorney shall be valid for a period of 2 (two) years from the date of execution of this Power of Attorney or until revoked whichever is earlier.

Mr. Shaibal Roy when signing on behalf of the Company shall sign as under

For and on behalf of Tata Projects Limited by its constituted attorney

Shaibal Roy
.....
(Signature of Mr. Shaibal Roy)

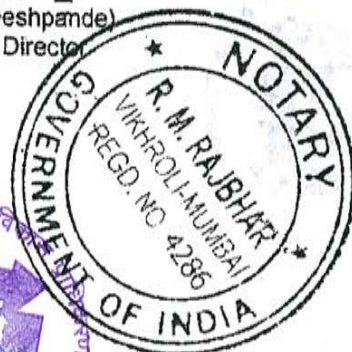
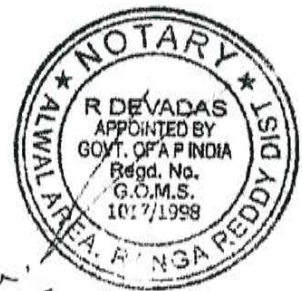
The Company hereby agrees to ratify all acts, deeds and things lawfully done by Mr. Shaibal Roy pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the Company.

IN WITNESS WHEREOF, we, Tata Projects Limited have caused its common seal to be hereto affixed this 13th January 2016 at Hyderabad.

The Common Seal of the Company is affixed pursuant to the Resolution passed on 13th January 2016 in the presence of Mr. Vinayak K Deshpande, Managing Director and Dr. A. Raja Mogili, Company Secretary, who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association of the Company.

Vinayak
(Vinayak K Deshpande)
Managing Director

Raja Mogili
(Dr. A. Raja Mogili)
Company Secretary





**Extract of the resolution passed by the
Committee of Directors of Tata Projects Limited
No: 07/2015-16 dated 13th January 2016**

Grant of Power of Attorney

"RESOLVED THAT General Power of Attorney be and is hereby granted in favour of Mr Shaibal Roy, Head-Transportation & Hydro".

"FURTHER RESOLVED THAT the above Power of Attorney is valid for a maximum period of 2 (two) years from the date of passing of this resolution"

"FURTHER RESOLVED THAT the above Power of Attorney be executed under the Common Seal of the Company pursuant to the provisions of Clause-41 of the Articles of Association of the Company".



CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED

[Signature]
Dr. A. RAJA MOGILI
COMPANY SECRETARY

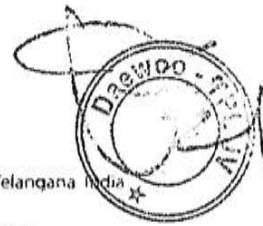


CERTIFIED TRUE COPY

[Signature]
R. M. RAJBHAR
NOTARY (Govt. of India)
21B/3104, TAGORE NAGAR-1,
VIKHROLI (E) MUMBAI-400 053.



17 JUL 2017



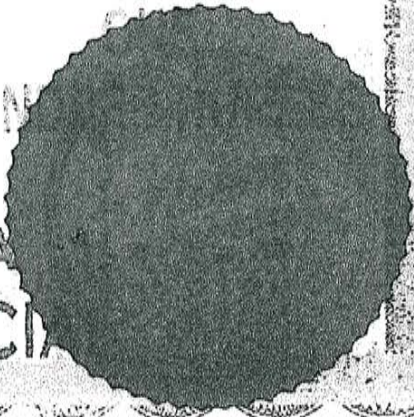
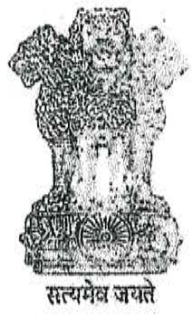
TATA PROJECTS LIMITED

Registered Office "Mithona Towers -1" 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Phone -91 -40 6623 8801 Fax 6617 2535

CIN U45203AP1979PLC057431 e-mail tpl@tataprojects.com www.tataprojects.com

रुगये

Rs. 100



17 JUL 2016

తెలంగాణ తేలంగానా TELANGANA
 S.No. 5595 Date 22/12/2016 Rs. 100/-
 Name E. Ramakrishna
 S/o. D/o. W/o. Satyam
 For Whom Tata projects LTD

M. RAMADEVI G 918224
 Licensed Stamp Vendor
 No. 22/98, R.No. 16-09-023/2014
 City Civil Court Compound,
 East Marredpally, Secunderabad
 P.No. 8885278973

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT THAT Tata Projects Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500 003, India (hereinafter called 'the Company') send greetings:

WHEREAS the Company is engaged in executing Engineering, Procurement and Construction (EPC) Contracts in India and abroad.

AND WHEREAS **Mr. Devendra Kumar Sharma, BU Head-Roads, Bridges and Ports, SBU-Urban Infrastructure** has been authorised to prepare, sign, seal and deliver tenders; and to attend various pre and post bid meetings with the clients, agree and sign minutes of meetings; execute the projects related to Company's **SBU-Urban Infrastructure business** and to generally deal with the Company's clients in this regard.

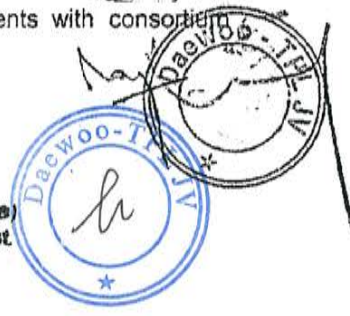
AND WHEREAS to enable the said **Mr Devendra Kumar Sharma** to discharge his duties effectively, Tata Projects Limited has resolved to nominate, constitute and appoint **Mr. Devendra Kumar Sharma** to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's **Urban Infrastructure** business:

Following powers are to be exercised jointly with another Attorney of the Company holding a like authority.

To enter into memorandum of understanding / consortium agreements with consortium members for tenders related to the business of the Company.



ATTESTED
 R. DEVADAS
 ADVOCATE & NOTARY
 Appointed By Govt. of A.P. (India)
 1-9-28/2, Temple Alwai, R.R. Dist
 SECUNDERABAD-500 010.



- 2 To sign and execute on behalf of 'The Company' documents such as tenders and such other instruments and Contract Agreements for projects as may be necessary for sale in India or elsewhere of goods and services manufactured and / or distributed and / or supplied by 'the Company;

Following powers can be exercised solely by the Attorney named hereinabove.

- 3 To sign bills of lading, policies of insurance and documents of title to goods and any documents required by the Customs Office, Excise Department, Railways, Air Lines and other carriers in relations to the goods imported and exported on behalf of the Company;
- 4. To sign relevant documents / forms for obtaining required licence(s) under various Labour Laws.
- 5. To take on lease or hire, dispose or surrender, give up or hire any immovable/movable property, land, houses, and buildings etc., intended for use by Company during the course of project execution; and
- 6 To deal and carry out all the activities necessary for proper co-ordination and execution of projects and project related activities.

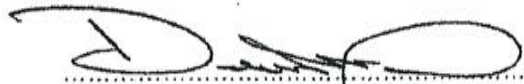
For the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

The above Powers of attorney shall be valid for a period of 2 (two) years from the date of execution of this Power of Attorney or until revoked whichever is earlier.

The Company hereby agrees to ratify all acts, deeds and things lawfully done by **Mr. Devendra Kumar Sharma** 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 the Company.

Mr. Devendra Kumar Sharma when signing on behalf of the Company shall sign as under

For and on behalf of Tata Projects Limited by its constituted attorney


 (Signature of Mr. Devendra Kumar Sharma)

IN WITNESS WHEREOF, we, Tata Projects Limited have caused its common seal to be hereto affixed this 11th January 2017 at Hyderabad.

The Common Seal of the Company is affixed pursuant to the Resolution passed on 10th January 2017 in the presence of Mr. Vinayak K Deshpande, Managing Director and Dr. A. Raja Mogili, Company Secretary, who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association of the Company.


 (Vinayak K Deshpande)
 Managing Director


 (Dr. A. Raja Mogili)
 Company Secretary





**Extract of the resolution passed by the
Committee of Directors of Board of Tata Projects Limited
On 10th January 2017**

Grant of Power of Attorney

"RESOLVED THAT Power of Attorney be and is hereby granted in favour of Mr Devendra Kumar Sharma, BU-Head Roads, Bridges and Ports, SBU- Urban Infrastructure".

"FURTHER RESOLVED THAT the above Power of Attorney be valid until otherwise revoked or for a maximum period of 2 (two) years from the date of execution of PoA, whichever is earlier"

"FURTHER RESOLVED THAT the above Power of Attorney be executed under the Common Seal of the Company pursuant to the provisions of Clause-41 of the Articles of Association of the Company".

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED

[Signature]
Dr. A. P. MOGHI
COMPANY SECRETARY



CERTIFIED TRUE COPY

[Signature]
R. M. RAJBHAR
NOTARY (Govt. of India),
218/3104, TAGORE NAGAR-1,
JUKHROLI (E), MUMBAI-400 086.

7 JUL 2017



TATA PROJECTS LIMITED

Registered Office : 'Mithuna Towers 1' 1-7 80 to 87 Prenderghast Road Secunderabad-500 003 Telangana India

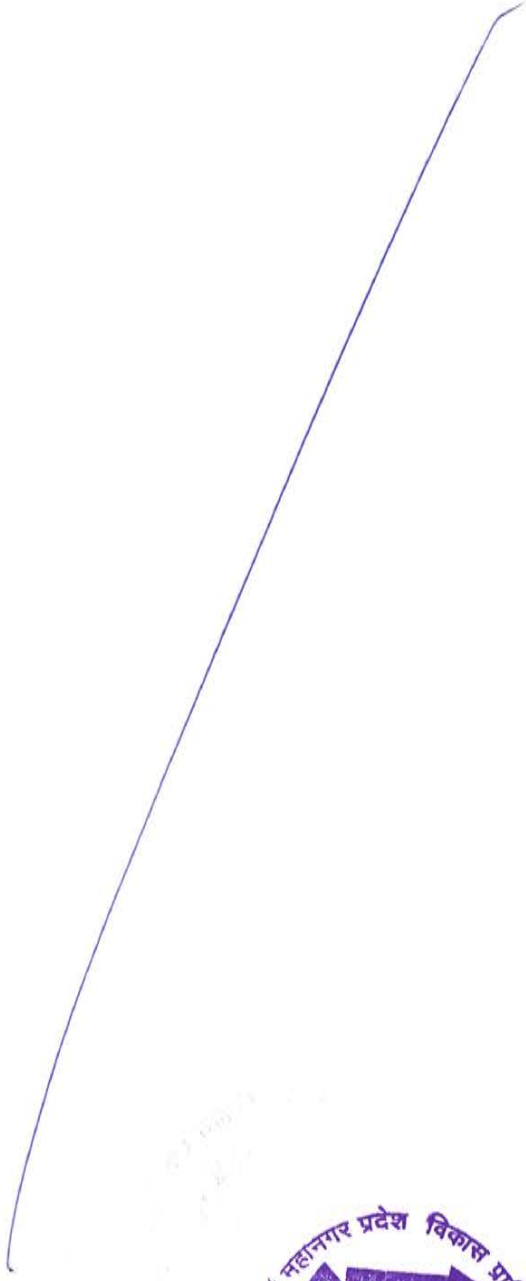
Phone +91-40-6623 8801 Fax 6617 2535

CIN U45203AP1979PLC057431

e-mail tpi@tataprojects.com

www.tataprojects.com







Mumbai Trans Harbour Link Project
Package II

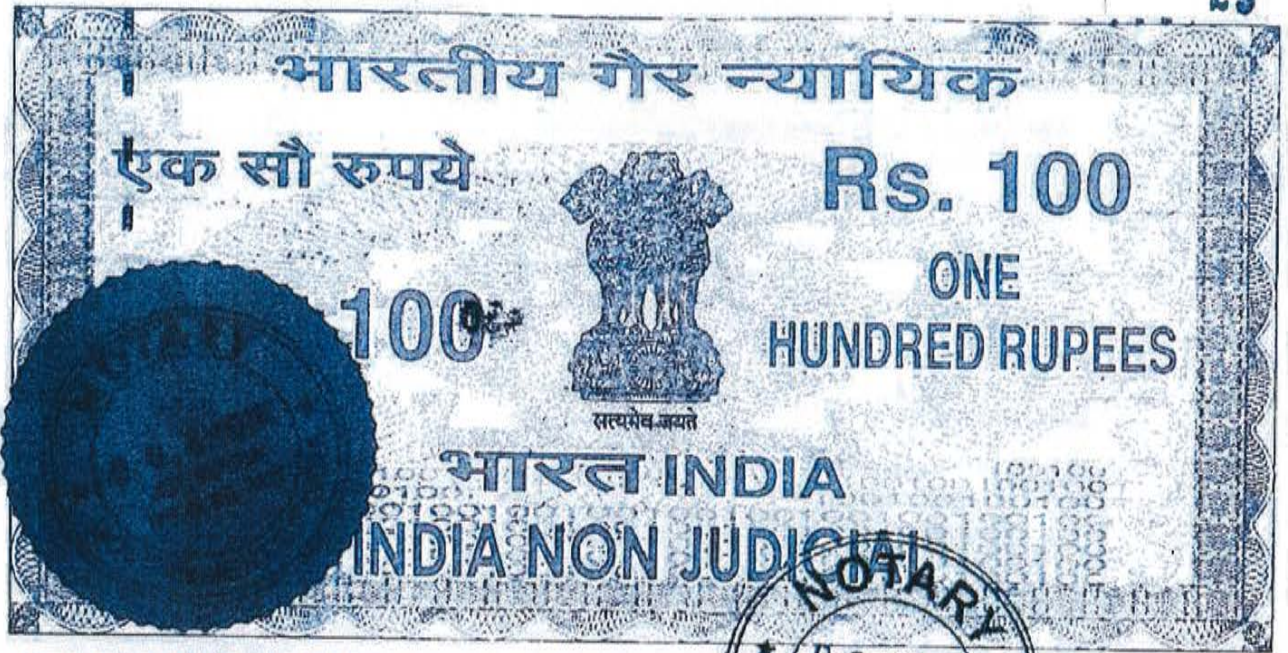
TATA PROJECTS
Simplify.Create

POWER OF ATTORNEY FOR SIGNING OF BID



Mumbai Metropolitan
Region Development
Authority

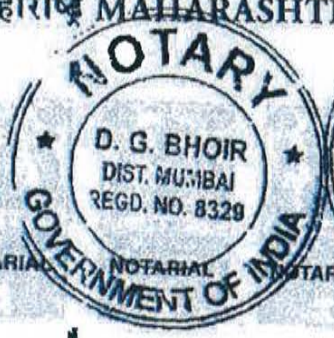
Project: Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 -
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)



महाराष्ट्र MAHARASHTRA

2017

SE 633054



महाराष्ट्र न्यायिक कार्यालय, मुंबई
 प्र.सं.वि.क. ६०००९०
 - 4 JUL 2017
 सक्षम अधिकारी

Power of Attorney

We, the undersigned, Mr. Vivek Singhal, in my capacity as the Chief Operating Officer- Urban Infrastructure and Mr. Devendra Kumar Sharma, in my capacity as the BU Head (Roads, Bridges & Ports) – SBU-Urban Infrastructure, of Tata Projects Ltd. (hereinafter referred to as "TPL"), duly organized and existing under and by virtue of the law of India with its registered office at Mithona Towers-I, Opposite Wesley Co-ed. Jr. College, Prenderghast Road, near Paradise Circle, Secunderabad, Telangana 500003, hereby appoint the following personnel as the representative of Daewoo – TPL JV (hereinafter referred to as "JV") and authorize to submit, sign the application, receive instruction, give any information regarding the pre-qualification, tender and execution, contract and to do all acts and deeds on any matter required on behalf of the JV in connection with Mumbai Trans Harbour Link Project, Package II.



30

TATA PROJECTS LIMITED

Hiranandani Knowledge Park,
3rd Floor, Technology Street,
Powai, Mumbai - 400 076.

Tel:- 67402900

मुद्रांक विकास योजनाचे नव

मुद्रांक विकास योजनेचे अधिकारी यात

मुद्रांक विनिर्मातृची नोंद केली अनु. क्र. 431

दिनांक

मुद्रांक विकास योजनाची सही

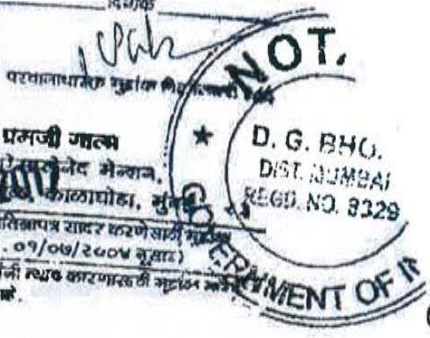
परवाना क्रमांक - ८००००९०

मुद्रांक विनिर्माते विक्रेता/पत्ता: श्री. कल्पेज प्रमजी जाल्म

सीमला स्टेजलरी मार्ग, शॉप नं. ९, ऐस एनेद मॅन्शन,
एम. जी. रोड, सीटीसीविक जवळ, काळाघोडा, मुंबई

शासकीय कार्यालयसमोर न्यायालयसमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक
कामदायी आवश्यकता नाही. (सधसम आदेश दि. ०१/०९/२००४ नुसार)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी स्वतः कारणास्तरीय मुद्रांक
रद्दच्यासून नमूद नियमात वापरणे बंधनकारक आहे.





Name	Position	Signature
Byoung-Hoi UHM	Project Bid Manager Daewoo E&C	
Young-Min KIM	Commercial Bid Manager Daewoo E&C	

The present Power of Attorney shall remain in full force and effect from the day shown here below until the notice of its revocation is received by you.

IN WITNESS WHEREOF, we have executed this Power of Attorney for and on behalf of TPL on this 14th of July 2017.

Vivek Singhal
 Chief Operating Officer
 Urban Infrastructure

Devendra Kumar Sharma
 BU Head (Roads, Bridges & Ports)
 SBU-Urban Infrastructure



ATTESTED

 D. G. BHOIR
 F.A.L.L.S.
 ADVOCATE & NOTARY
 D-1/4, RIDDHI SIDDHI C.H.S
 RAJAWADI, VIDYAVIHAR, (E)
 MUMBAI - 400077



14 JUL 2017





Letter of Acceptance

No. MMRDA/MTHL/PKG-2/LOA/11-17

MTHL (PIU)
Date: 17.11.2017

To,
DAEWOO – TPL Joint Venture,
(M/s DAEWOO Engineering & Construction Co. Ltd. and
M/s Tata Projects Ltd.)
11th Floor, Hiranandani Knowledge Park, Technology Street,
Powai, Mumbai- 400076,
Maharashtra, India.
Phone no :+91-2267402900
Email: Wook.choi@daewooenc.com

Attention: **Mr. Wook Choi** (Bidder's Authorised Representative)

Subject: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807 km long bridge section (CH 10+380 – CH 18+187) across the Mumbai Bay including Shivaji Nagar interchange under Identification No. MMRDA/ENG1/000753

Ref:

1. Your Letter of Technical Bid TPLJV/UI-RBP/MMRDA/MTHL-11/03/804 dated 17th July 2017
2. Your Letter of Price Bid TPL JV/UI-RBP/MMRDA/MTHL-I/03/808 dated 18th July 2017
3. MMRDA Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17 dated 17/10/17
4. DAEWOO TPL JV's letter No. Nil dated 18/10/17
5. DAEWOO TPL JV's letter No. Nil dated 27/10/17
6. DAEWOO TPL JV's letter No. Nil dated 02/11/17
7. MMRDA Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/02/11-17 dated 09/11/17
8. DAEWOO TPL JV's letter No. Nil dated 9/11/2017
9. DAEWOO TPL JV's letter no OM17-373 dated 16/11/2017

1. This is to notify you that your Bid submitted on 18th July 2017, has been considered for award of the Contract for Package-2 subject to the following:
 - a. All clarifications submitted by you, other than that for GST reduction, vide your letter dated 18/10/2017 are accepted.
 - b. We acknowledge the reduction in price offered by you in your Accepted Contract Amount vide your letter dated 16/11/2017 due to the reduction in the GST after submission of the Bid along with the reduction of up to INR 277.87 Crores on the Bid Price given by you under clear dissent and protest and which is subject to the conditions mentioned in your letter under reference no. 9 without prejudice to Daewoo-TPL JV's rights under the Tender Conditions / Contract. 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- "Adjustments for changes in legislation of the General Conditions of the Contract.





---2/-

-2-

2. Taking into consideration the above points, your Bid submitted on 18th July 2017, for execution of Package-2 of the Mumbai Trans Harbour Link Project, identification number: MMRDA/ENG1/000753 for the Accepted Contract Amount of **INR 38,157,214,609 (Thirty Eight Billion One Hundred Fifty Seven Million Two Hundred Fourteen Thousand Six Hundred Nine Only) + (Plus) USD \$ 153,633,958 (USD One Hundred Fifty Three Million Six Hundred Thirty Three Thousand Nine Hundred Fifty Eight only) + (Plus) 13,952,414,960 (JPY Thirteen Billion Nine Hundred Fifty Two Million Four Hundred Fourteen Thousand, Nine Hundred Sixty 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 56,126,061,553 (Fifty-Six Billion One Hundred Twenty-Six Million Sixty-One Thousand Five Hundred Fifty-Three 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-Contact 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 Joint Venture.

Accepted

KIM, MINGBVIN 
 (Authorized Signatory of DAEWOO-TPL JV)


 (Sanjay Khandare) 17/07/17
 Additional Metropolitan Commissioner





By hand delivery/in-person

0137
351

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17

MTHL(PIU),MMRDA

Date:- 17/10/17

To,
DAEWOO-TPL JV,
11th Floor,
Hiranandani Knowledge Park Technology Street,
Powai, Mumbai-400 706,
Maharashtra (India)
Email:- wook.choi@daewooenc.com, kim.youngmin@daewooenc.com

Sub: "Procurement of Mumbai Trans Harbour Link Project (**Package 2**)
Construction of 7.807 km long bridge section (CH 10+380 – CH 18+187)
across the Mumbai Bay including Shivaji Nagar Interchange"
IFB No.: MMRDA/ENG1/000753.

Ref: (i) Technical & Financial Bid Evaluation for the subject work
(ii) Discussion held in MMRDA office on 17/10/17 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. Project name is wrongly mentioned in Form ACK at page 17 and on Power of Attorney at Page 60. Needs to be corrected.

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

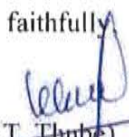
"We offer to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test, commission and complete the Works of Package-2 of the Project, which includes 7.807 km long bridge section (CH 10+380 km to CH 18+187) across Mumbai Bay and Shivaji Nagar Interchange of the typical carriageway width of approximately 14 m 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.



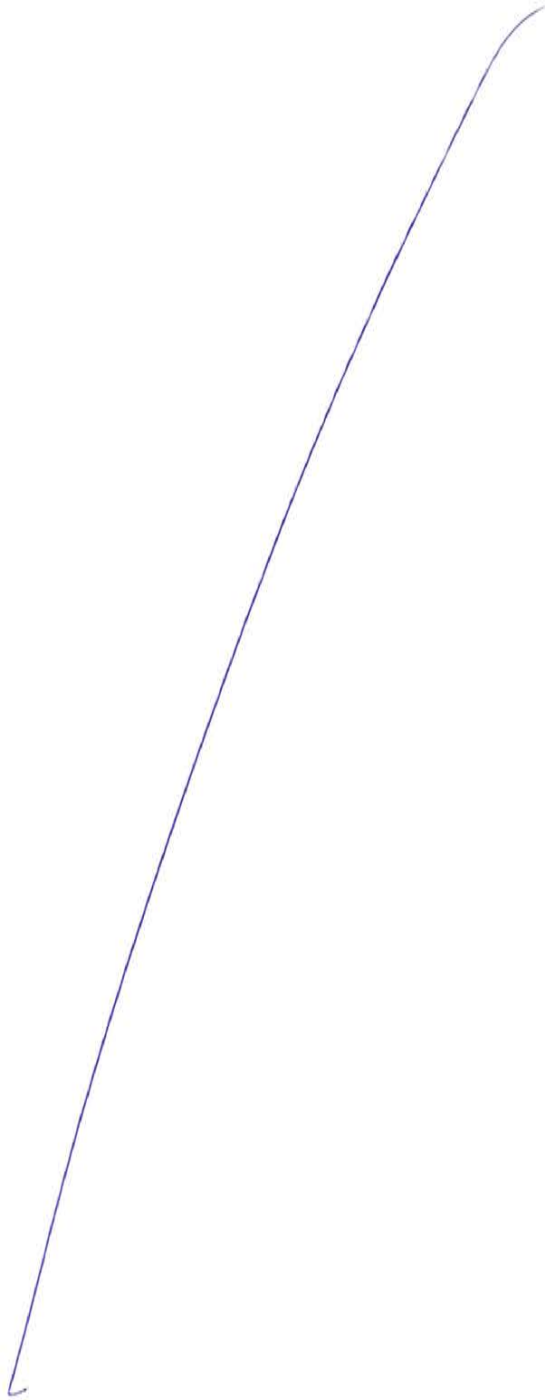

yours faithfully


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

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

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





Date: October 18, 2017

To,
The Chief Engineer
Mumbai Metropolitan Region Development Authority (MMRDA)
Bandra – Kurla Complex, Bandra (East),
Mumbai – 400051

Kind Attn: Dr. D.T. Thube

Sub: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807 km long bridge section (CH 10+380 – CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange – IFB No: MMRDA/ENG1/000753

Ref:

1. Technical & Financial Bid Evaluation for the subject work
2. Discussion held at MMRDA office on 17-10-2017 at 3:00 PM
3. MMRDA's Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17 dated 17-10-2017

Dear Sir,

Referring to the letter cited at Ref 3. above,

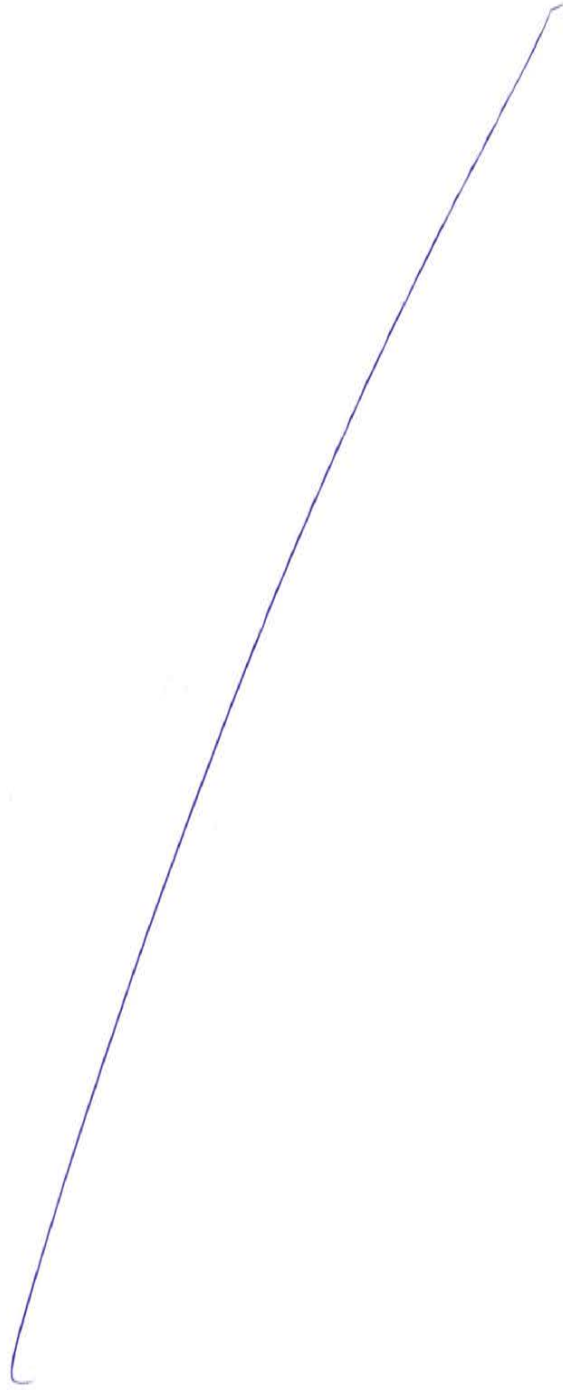
1. Daewoo-TPL JV clarifies that any benefit arising out of reduced tax rate, as applicable shall be passed on to the Employer in compliance to Clause 13.7 – Adjustments for Changes in Legislation of General Conditions of Tender.
2. Daewoo – TPL JV undertakes to correct the Project name in Form ACK at Page 17 and on Power of Attorney at Page 60 and the corrected documents shall be submitted at the earliest.
3. Daewoo – TPL JV offers to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test, commission and complete the Works of Package-2 of the Project, which includes 7.807 km long bridge section (CH 10+380 km to CH 18+187) across Mumbai Bay and Shivaji Nagar Interchange of the typical carriageway width of approximately 14 m 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 are included in the rates or prices and the total Bid Price submitted by the Bidder. However, for the taxes (like Sales tax/VAT/Excise/Service Tax etc.) which are replaced by GST, the rates of GST shall be applicable.

Thanking you,
Yours truly,
For Daewoo-TPL JV


Authorized Signatory





Date: October 27, 2017

To,
The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)
Bandra-Kurla Complex, Bandra (East),
Mumbai-400051

Kind Attn: Dr. D.T. Thube

Sub: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No:MMRDA/ENG/000753

Ref:

1. Technical & Financial Bid Evaluation for the subject work
2. Discussion held at MMRDA office on 17-10-2017 at 3:00 PM
3. MMRDA's Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17 dated 17-10-2017

Dear Sir,

Referring to the letter cited at Ref 3. above,

1. Pursuant to Bid Conditions, Daewoo-TPL JV quoted the prices inclusive of taxes, duties and other levies as applicable on twenty eight (28) days prior to the deadline for submission of Bids. The GST rate on works contracts was 18%. The rate has been reduced to 12% from 22nd August 2017. Consequently the bid price inclusive of taxes, duties and levies stands reduced by Rs. 71,06,00,000/- (Indian Rupees Seventy one Crore six Lacs only). This reduction will be taken into account while fixing the Contract Price and awarding the Contract to Daewoo-TPL JV.
2. Daewoo – TPL JV undertakes to correct the Project name in Form ACK at Page 17 and on Power of Attorney at Page 60 and the corrected documents shall be submitted at the earliest.
3. Daewoo – TPL JV offers to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test, commission and complete the Works of Package-2 of the Project, which includes 7.807 km long bridge section (CH 10+380 km to CH 18+187) across Mumbai Bay and Shivaji Nagar Interchange of the typical carriageway width of approximately 14 m each way, in strict conformity with the Bidding Documents, if the Contract is awarded to us.

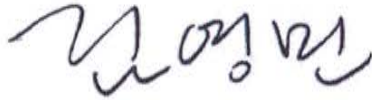


4. Our Bid price includes all duties, taxes, and other levies payable by the Contractor under the Contract, or any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids are included in the rates or prices and the total Bid Price submitted by the Bidder. However,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

Thanking you,

Yours truly,

For Daewoo-TPL JV



Authorized Signatory



Date: November 2, 2017

To,

The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)
Bandra-Kurla Complex, Bandra (East),
Mumbai-400051

Kind Attn: Dr. D.T. Thube

Sub: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No: MMRDA/ENG/000753

Ref:

1. Technical & Financial Bid Evaluation for the subject work
2. Discussion held at MMRDA office on 17-10-2017 at 3:00 PM
3. MMRDA's Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17 dated 17-10-2017
4. Daewoo-TPL JV's Letter dated 18-10-2017
5. Daewoo-TPL JV's Letter dated 27-10-2017
6. Meeting between MMRDA & Daewoo-TPL JV held on 30-10-2017

Dear Sir,

Further to the letter dated 27-10-2017 referred at 5. above and the meeting dated 30-10-2017, the justification of value reduction of INR 71,06,00,000/- (Indian Rupees Seventy One Crore Six Lacs Only) from our Bid price on account of GST rate reduction from 18% to 12% has been provided below:

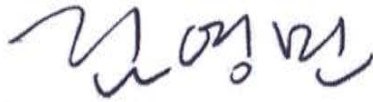
- 1) At the time of submission of bid, Daewoo-TPL JV had considered GST rate of 18% on the output works contract services for construction of the Project, basis the GST law as on the said date.
- 2) As per the recently issued Notification No. 20/2017 – Central Tax (Rate) dated 22-08-2017, the GST rate has been reduced to 12% with effect from 22-08-2017 on composite supply of works contract as defined in clause (119) of Section 2 of the Central Goods and Services Tax Act 2017, supplied by way of construction, erection, commissioning, installation, completion, fitting out, repair, maintenance, renovation, or alteration of a road, bridge etc.
- 3) In this regard it is highlighted that Daewoo-TPL JV would still be required to discharge GST at the applicable rates i.e. 18% / 28% on major procurements basis the nature of input goods / services, which would result in payment of higher input GST than the output GST (referred to as inverted duty structure).



- 4) It is also submitted that though the GST law provides for refund under inverted duty structure, the Notification 15/2017 – Central Tax (Rate) dated 28-06-2017 specifically notifies that no refund of unutilized input tax credit shall be allowed under inverted duty structure, in case of supply of services specified in sub-item (b) of Item 5 of Schedule II i.e. construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly, except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.
- 5) In the instant case since construction of bridge would result in a civil structure, the excess input tax credit would not be eligible to the JV as refund and the same would form part of the cost of the project.

The comparison of the price break up considering 18% output GST vis-à-vis 12% output GST has been enclosed as Annexure 1. The detailed estimation of Input GST calculation has been enclosed in Annexure 2 and Annexure 3. Annexure 2 reflects the input GST calculations considering 18% rate on Labour & Sub-contractor Works which has been reduced to 12% for evaluations indicated in Annexure 3.

Thanking you,
Yours truly,
For Daewoo-TPL JV



Authorized Signatory

Encl: Annexure 1, Annexure 2 & Annexure 3 as stated above



ANNEXURE 1

PROJECT: MUMBAI TRANS HARBOUR LINK PROJECT, MUMBAI (PACKAGE 2)

As Submitted, Considering Output GST @ 18%

S. No.	Description	Amount (INR in Crore)
1	Total Project Cost excluding GST & Provisional Sum	4631
2	INPUT GST (As calculated on various components)	811
3	Output GST @ 18% (1. X 18%)	834
4	Total Price including GST (1 + 2 or 3, whichever is higher)	5465
5	Provisional Sum	148
6	Project Price including GST & Provisional Sum (4+5)	5613
		(Quoted Price)

Considering Output GST @ 12%

S. No.	Description	Amount (INR in Crore)
1	Total Project Cost excluding GST & Provisional Sum	4631
2	INPUT GST {(As calculated on various components)}	763
3	Output GST @ 12% (1. X 12%)	556
4	Total Price including GST (1 + 2 or 3, whichever is higher)	5394
5	Provisional Sum	148
6	Project Price including GST & Provisional Sum (4+5)	5542
7	Reduction in Project Price due to GST impact (5613 - 5542)	71



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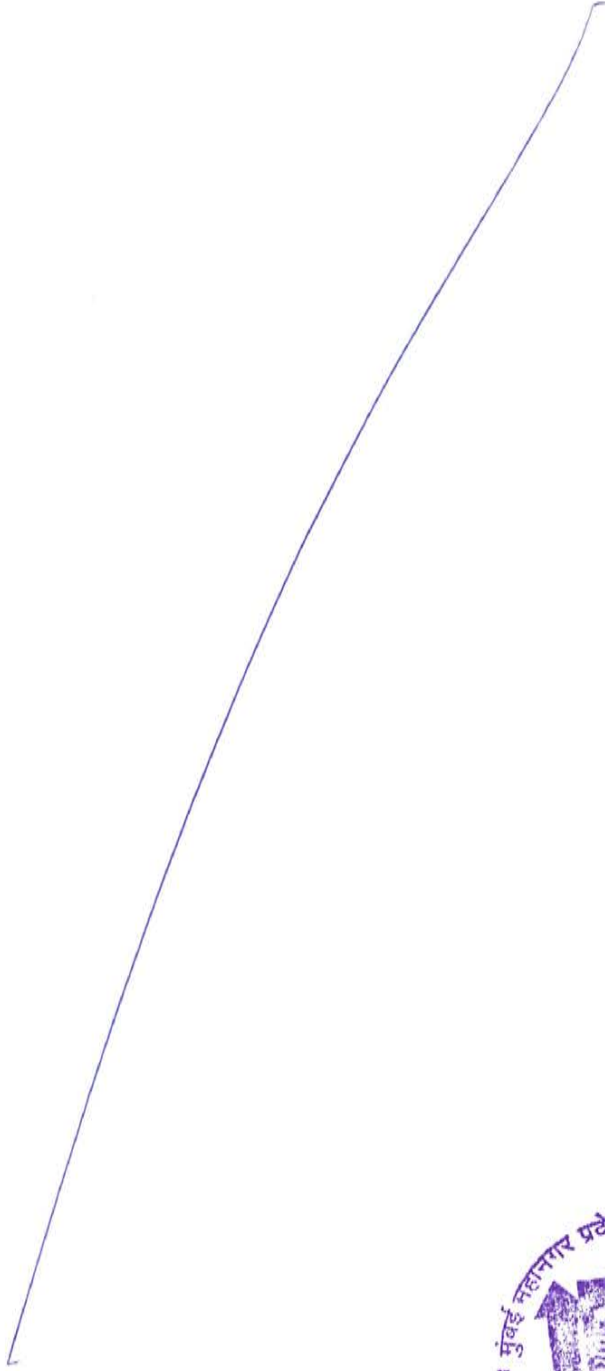
PROJECT: MUMBAI TRANS HARBOUR LINK PROJECT, MUMBAI (PACKAGE 2)
INPUT GST TAX CALCULATION (GST @ 18%)

A	DESCRIPTION	UNIT	QUANTITY	AMOUNT (INR in Crores)	GST Applicable	Tax Amount (INR in Crores)
	MATERIAL COST			2,446.35		437.50
1	Cement	MT	99,293	48.03	28%	13.45
2	Aggregates (Coarse & Fine)	MT	735,272	58.80	5%	2.94
3	Concrete additives as Micro Silica, GGBFS, Admixture etc.	MT	530,994	64.78	18%	11.66
4	Reinforcement steel and Structural steel	MT	165,622	1,903.90	18%	342.70
5	Bridge Accessories as Bearings, Expansion Joint and PT Strands etc.			272.95	18%	49.13
6	Other Materials as bridge Furnitures i.e. Crash Barrier, View barrier, Sound barrier, fence, Fenders etc.			97.89	18%	17.62
	LABOUR COST			196.17		35.31
7	Direct Labour to Works (Supply from Third Party)			196.17	18%	35.31
	SUB-CONTRACT WORKS			615.08		110.71
8	Geo-technical Investigation works			8.37	18%	1.51
9	Pile testing works			3.81	18%	0.69
10	Other Sub-con works as Deck Waterproofing, Road works, Steel Span erection, Plant & Equipment installation etc.			602.91	18%	108.52
	FORMWORKS AND CONSTRUCTION PLANT & EQUIPMENT			580.84		110.79
11	Formworks			62.43	28%	17.48
12	Capital Expenditures for the Project (CAPEX) - Part of 299.92 Cr. Capex charged to the Project			299.92	18%	53.99
13	Plant & Equipment Hire Cost			194.69	18%	35.04
14	Spares and consumable, Lubricants etc.			23.79	18%	4.28
	Indirect Cost			647.99		116.64
15	Design Expenses + Insurance + Bond + Finance charges	Sum		402.23	18%	72.40
16	Indirect Cost (Taxable)(Site Office , Labour Camp, IT Infrastructure, Land Lease, Vehicle Rental, Furnitures, Food Expense, Site Running Expense, Etc)	Sum		245.76	18%	44.24

PROJECT: MUMBAI TRANS HARBOUR LINK PROJECT, MUMBAI (PACKAGE 2)
INPUT GST TAX CALCULATION (GST @ 12%)

A	DESCRIPTION	UNIT	QUANTITY	AMOUNT (INR in Crores)	GST Applicable	Tax Amount (INR in Crores)
	MATERIAL COST			2,446.35		437.50
1	Cement	MT	99,293	48.03	28%	13.45
2	Aggregates (Coarse & Fine)	MT	735,272	58.80	5%	2.94
3	Concrete additives as Micro Silica, GGBFS, Admixture etc.	MT	530,994	64.78	18%	11.66
4	Reinforcement steel and Structural steel	MT	165,622	1,903.90	18%	342.70
5	Bridge Accessories as Bearings, Expansion Joint and PT Strands etc.			272.95	18%	49.13
6	Other Materials as bridge Furnitures i.e. Crash Barrier, View barrier, Sound barrier, fence, Fenders etc.			97.89	18%	17.62
	LABOUR COST			196.17		23.54
7	Direct Labour to Works (Supply from Third Party)			196.17	12%	23.54
	SUB-CONTRACT WORKS			615.08		74.54
8	Geo-technical Investigation works			8.37	18%	1.51
9	Pile testing works			3.81	18%	0.69
10	Other Sub-con works as Deck Waterproofing, Road works, Steel Span erection, Plant & Equipment installation etc.			602.91	12%	72.35
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12	Capital Expenditures for the Project (CAPEX) - Part of 299.92 Cr. Capex charged to the Project			299.92	18%	53.99
13	Plant & Equipment Hire Cost			194.69	18%	35.04
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	Indirect Cost			647.99		116.64
15	Design Expenses + Insurance + Bond + Finance charges	Sum		402.23	18%	72.40
16	Indirect Cost (Taxable)(Site Office, Labour Camp, IT Infrastructure, Land Lease, Vehicle Rental, Furnitures, Food) Expense, Site Running Expense, Etc)	Sum		245.76	18%	44.24
	Total Input Tax					763.02







MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. ED/MTHL/Clarification/Technical points/Pkg-2/02/11-17

MTHL(PIU),MMRDA

Date:-09/11/17

To,
DAEWOO-TPL JV,
 11th Floor,
 Hiranandani Knowledge Park Technology Street,
 Powai, Mumbai-400 706,
 Maharashtra (India)
 Email:- wook.choi@daewooenc.com, kim.youngmin@daewooenc.com

Sub: "Procurement of Mumbai Trans Harbour Link Project (**Package 2**) Construction of 7.807 km long bridge section (CH 10+380 – CH 18+187) across the Mumbai Bay including Shivaji Nagar Interchange" IFB No.: MMRDA/ENGI/000753.

Ref: (i) Discussion held in MMRDA office on 17/10/17 at 3.00 PM
 (ii) T.O. letter No. ED/MTHL/Clarification/Technical Points/Pkg-2/10-17 dated 17/10/17
 (iii) Your letter No. Nil dated 18/10/17
 (iv) Your letter No. Nil dated 27/10/17
 (v) Your letter No. Nil dated 02/11/17

Sir,

1. With reference to your letter dated 02/11/2017, MMRDA has sought legal opinion in respect of reduction offered by you for an amount of INR 71,06,000,00/- (Indian Rupees Seventy One Crore Six Lakhs only) in accordance with composite reduction in the Government Tariff from 18% {vide Govt's Notification No. 11/2017-Central Tax (Rate) dated 28/06/2017} to 12% {vide Govt's Notification No. 20/2017-Central Tax (Rate) dated 22/08/2017}. Please find enclosed herewith copy of legal opinion sought for your information.
2. This is being an Integrated Composite Works Contract hence the GST is being applied on the overall turnover. However, you have not offered composite uniform reduction on account of GST at the rate of 6%.
3. You are therefore requested to submit revised offer of reduction towards 6% GST at the earliest.

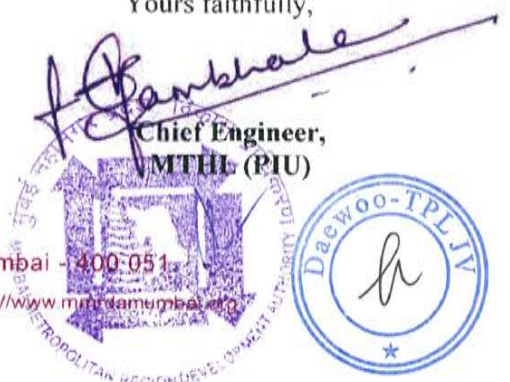
Encl:- As above

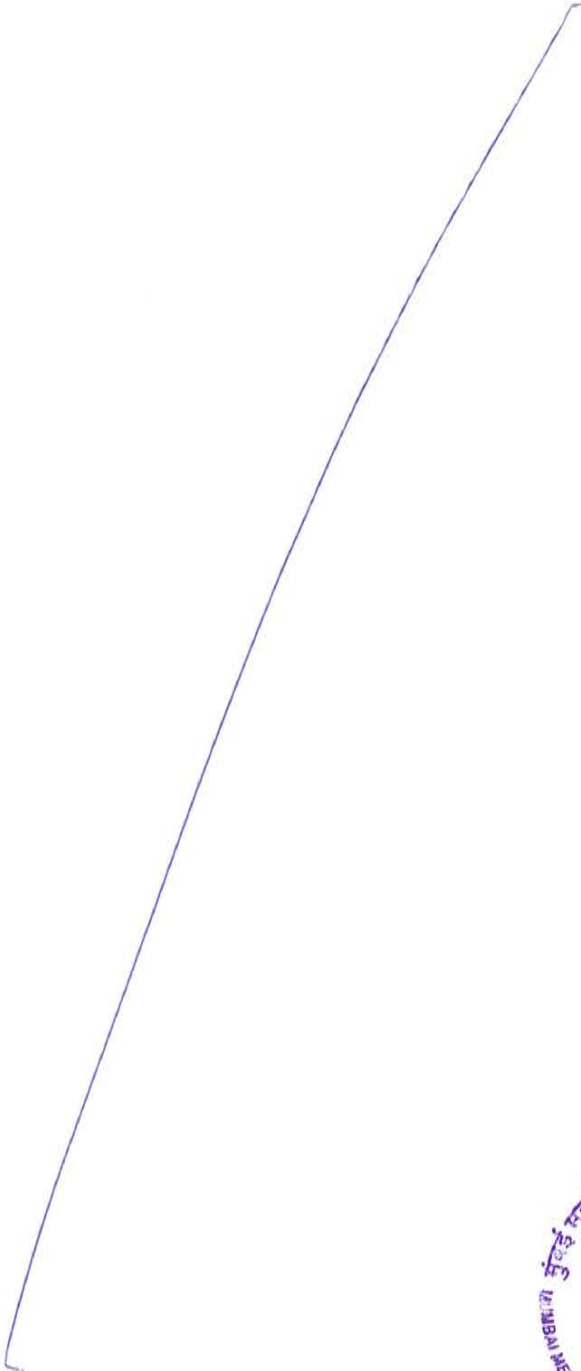
Yours faithfully,

[Signature]
 Chief Engineer,
 MTHL (PIU)

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

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







**KHAITAN
& CO**

Advocates since 1911

OPINION
REDUCTION IN BID PRICES

TO : Mr. U P S Madan, Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority

FROM : Khaitan & Co.

DATE : 9 November 2017

SUBJECT : Legal opinion on account of reduction in GST rates

1. BACKGROUND

- 1.1 Mumbai Metropolitan Region Development Authority (hereinafter "MMRDA"), in collaboration with the Japan International Cooperation Agency (hereinafter "JICA"), seeks to develop the Mumbai Trans Harbour Link Project (hereinafter "MTPL") to improve road connectivity in the Mumbai metropolitan region. To this end, bids were sought from pre-qualified bidders for 3 packages.
- 1.2 After technical and financial evaluation of the bids submitted, L&T-IHI was approved as the lowest evaluated bidder for Package-1 (long bridge section including Sewri interchange), Daewoo-TPL was approved as the lowest evaluated bidder for Package-2 (long bridge section including Shivajinagar interchange) and L&T was approved as the lowest evaluated bidder for Package-3 (viaduct section at Chirle).
- 1.3 The price quoted by L&T-IHI for Package-1 was INR 7,637.307 Crores, the price quoted by the DAEWOO-TPL JV for Package-2 was INR 5,612.606 Crores, while the price quoted by L&T for Package-3 was INR 1,013.790 Crores.
- 1.4 Pursuant to amendment in applicable rates specified under Notification No. 11 / 2017-Central Tax (Rate) dated 28 June 2017 vide Notification No. 20 / 2017-Central Tax (Rate) dated 22 August 2017, GST rate on certain works contracts services has been reduced from 18% to 12%. Clarifications were sought by MMRDA-JICA in this regard from all 3 approved bidders for commensurate reduction in the bid prices pursuant to 6% reduction in tax rates on composite supply of works contract services. Pursuant to discussions, L&T-IHI reduced bid price by INR 380.34 Crores for Package-1 [4.98% of the original quoted price] and L&T reduced the bid price by INR 48.10 Crores for Package-3 [4.74% of the original quoted price].
- 1.5 The reduction in cost offered by Daewoo-TPL for Package-2 is much lesser in comparison, being approximately 1.27% of the original quoted price, wherein Daewoo-TPL reduced approximately INR 71 Crores out of the initially quoted price of INR 5,612 Crores.

AAR





2. QUERY

In view of the differing cost reductions offered by the bidders, our opinion is sought on the following:

- 2.1 Whether 6% uniform reduction offered by L&T-IHI for Package-1 and L&T for Package-3 on account of reduction of GST rate (from 18% to 12%) is in order or otherwise [The percentage may vary due to the provisioning sum];
- 2.2 Whether the reduction offered by DAEWOO-TPL for Package-2 amounting to INR 71.06 Crore (which works out to about 1.3%) is in order or otherwise;
- 2.3 Any other comments in respect of reduction as submitted by the bidders in accordance with bid stipulations.

3. OPINION

3.1 Discussion on legal provisions

- 3.1.1 Upon perusal of the bid documentation shared with us, we understand that the nature of supplies made by L&T, L&T-IHI and Daewoo-TPL respectively to MMRDA-JICA fall within the ambit of "works contract". Section 2(119) of the Central Goods & Services Tax Act 2017 (hereinafter "CGST Act") defines works contracts as follows:

"works contract" means a contract for building, construction, fabrication, completion, erection, installation, fitting out, improvement, modification, repair, maintenance, renovation, alteration or commissioning of any immovable property wherein transfer of property in goods (whether as goods or in some other form) is involved in the execution of such contract;

- 3.1.2 Under Section 54(3) of the CGST Act, a registered person may claim refund of unutilised input credit when excess credit accumulates on account of inverted duty structure. Section 54(3) reads as follows:

"54 (3): Subject to the provisions of sub-section (10), a registered person may claim refund of any unutilised input tax credit at the end of any tax period. Provided that no refund of unutilised input tax credit shall be allowed in cases other than—

- (i) zero rated supplies made without payment of tax;*
- (ii) where the credit has accumulated on account of rate of tax on inputs being higher than the rate of tax on output supplies (other than nil rated or fully exempt supplies), except supplies of goods or services or both as may be notified by the Government on the recommendations of the Council."*





- 3.1.3 Vide Notification 15/2017 – Central Tax (Rate) dated 28 June 2017, refund of unutilised input tax credit under Section 54(3) of the CGST Act is not available in case of supply of services specified in sub-item (b) of Item 5 of Schedule II of the Central GST Act. Entry in Item 5(b) of Schedule II reads as under:

“construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly, except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.”

- 3.1.4 It is pertinent to note that services in the nature of “works contracts” also find mention under sub-item (a) of Item 6 of Schedule II of the Central GST Act and there is no restriction on refund or accumulated credits against “works contract” services under Notification 15/ 2017- Central Tax (Rate). Item 6(a) of Schedule II reads as follows:

“The following composite supplies shall be treated as a supply of services, namely: — (a) works contract as defined in clause (119) of section 2.”

- 3.1.5 Further, Notification 20/2017- Central Tax (Rate) dated 22 August 2017 specifically uses the term “composite supply of works contracts as defined in clause 119 of Section 2 of the CGST Act” while affixing the CGST rate of 6% for such construction services [12% IGST prescribed under Notification 20/2017-Integrated Tax (Rate) dated 22 August 2017 with the same language]. Further, construction of complex, building or civil structure or part thereof are covered separately in sub-clause (i) to Serial 3 of Notification 11/2017- Central Tax (Rate) dated 28 June 2017. However, such services are taxed at a rate of 18% and not 12%.

- 3.1.6 Basis the above, the bar on claiming refund under Notification 15/2017- Central Tax (Rate) on account of an inverted duty structure specifically applies only to the entries contained under item 5(b) of the second schedule to the Central GST Act and not to entries contained under item 6(a) of the second schedule of the Central GST Act.

3.2 Response to Query 2.1

Based on information available to us, L&T-IHI and L&T have extended the benefit of reduction in prices pursuant to the 6% reduction in GST rates on works contracts services and accordingly such reduction in bid price is commensurate with the reduced tax rates.

3.3 Response to Query 2.2

- 3.3.1 Daewoo-TPL, vide letter dated 2 November 2017 justified the lesser reduction in bid price on the ground that most of the inputs continue to be chargeable to GST at 18% or 28% in spite of reduction in rates on works contract services, thus creating an inverted duty structure. By way of an illustration, in Annexure- 1 to the letter dated 2

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November 2017, Daewoo-TPL has stated that input GST calculated on various components post 22 August 2017 will be INR 763 Crores as opposed to an output GST liability of INR 556 Crores (chargeable at 12%) and refund of excess input tax credit cannot be claimed under Notification 15/2017- Central Tax (Rate) because refunds are restricted for supplies covered under item 5(b) of Schedule II of the CGST Act.

- 3.3.2 While refund of services under item 5(b) of Schedule II of the CGST Act is not available on account of inverted duty structure, the services provided by Daewoo-TPL to MMRDA-JICA in the instant case get covered under the definition of works contracts as per Section 2(119) of the CGST Act. Accordingly, these services are eligible for refund under inverted duty structure for reasons discussed above.
- 3.3.3 In theory, the above proposition put forth by Daewoo-TPL may be correct under the assumption that services provided by Daewoo-TPL are covered under Entry 5(b) of Schedule II of the CGST Act and the calculation for reduction of INR 71.06 Crores could be justified under that assumption. However, the benefit of refund cannot be denied to Daewoo-TPL when the services are not covered by Entry 5(b) of Schedule II of the CGST Act.
- 3.3.4 In the event that both Daewoo-TPL and MMRDA-JICA agree that the services do not fall under item 5(b) of Schedule II of the CGST Act, commensurate reduction in price from the overall project cost should be recalibrated to INR 278 Crores (INR 207 Crores on account of refund of unutilised credits + INR 71 Crores as arrived at earlier through workings detailed in Annexure-1 to Daewoo-TPL's letter dated 2 November 2017). It may be difficult for Daewoo-TPL to ascertain the exact amount of refund at this stage. However, basis the above position, Daewoo-TPL should pass on the benefit of refund to MMRDA-JICA in a mutually agreed manner.
- 3.3.5 In parallel, the constitutional validity of refunds in the case of inverted duty structures for construction contracts may be challenged through appropriate writ petitions before the appropriate High Courts. Alternatively, clarity should be sought on this issue from an Advance Ruling Authority so that price structures may be revised after definitive outcomes from either of the above proceedings.

3.4 Response to Query 2.3

- 3.4.1 We have only been provided with bid documents pertaining to Package 2 and not for Packages 1 and 3. MMRDA has informed us and we have accordingly assumed that all 'change in law' and GST related provisions in the bid documents for Packages 1 and 3 are identical to that of Package 2.
- 3.4.2 Subject to our responses set out in paragraphs 3.2 and 3.3 above, the reductions as submitted by the bidders are in accordance with bid stipulations.
- 3.4.3 For our response to query 2.3 we have relied on the following provisions of the bid documents:





- (a) Clause 13.7 of the Section VIII (General Conditions) of the bid documents for Package 2 provides for adjustments for changes in legislation. Clause 13.7 *inter alia* provides that *'the Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.'*
- (b) Clause 18.7 of Section I (Instructions to Bidders) of the bid documents for Package 2, as modified vide Sr. No. 157 of Addendum 5 provides as follows: *"Unless otherwise provided in the BDS, all duties, taxes, and other levies payable by the Contractor under the Contract, or for 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 and prices and the total Bid Price submitted by the Bidder. However, for taxes (like Sales tax/ VAT/ Excise/ Service Tax etc.) which are being replaced by GST, the rates of GST shall be applicable."*
- (c) The definition of 'Base Date' as defined under the Section VIII (General Conditions) of the bid documents for Package 2 has been modified vide Sr. No. 156 of Addendum 5 to read as follows: *"'Base Date' mean the date 28 days prior to the latest date for submission and Completion of the Tender. However, for the purpose of the GST as explained in ITB 18.7 the Base Date shall be 15 days before the date of submission of the bid."*

4. QUALIFICATIONS

This opinion is subject to the following qualifications:

- 4.1 This opinion is based on our understanding of the law and regulations prevailing as on the date of this opinion and our past experience with the regulatory authorities. However, there can be no assurance that the regulators may not take a position contrary to our views;
- 4.2 For the avoidance of doubt, we do not assume any responsibility for updating this opinion as of any date subsequent to the date of this opinion, and assume no responsibility for advising of any changes with respect to any matters described in this opinion that may occur subsequent to the date of this opinion or from the discovery subsequent to the date of this opinion of any information not previously known to us and pertaining to the events occurring on or prior to the date of this opinion;
- 4.3 This opinion is limited to the matters expressly stated herein, and it is not to be extended by implication. Our view is in response to our telephonic discussion with the Client followed email queries of the Client based on the limited information received by us;



HAR



- 4.4 We express no views regarding any factual, financial or technical issues. We have not analysed the reduction in bids on their financial parameters and cannot comment upon the same;
- 4.5 In no circumstances shall the liability of Khaitan & Co, its partners, associates or employees, related to the services provided in connection with this transaction exceed the amount related to the fees received by us for services provided in connection with this opinion;
- 4.6 Save the queries raised in paragraph 2 of this opinion and other issues which we might otherwise regard as being material, we have not analysed any other legal or compliance issue(s);
- 4.7 This opinion may not be relied upon by any person other than the addressee and its related entities, nor may it or any part of it be quoted or referred to in any public document or filed with any government agency, regulatory or other authority or any other person without our prior written consent.

We trust this opinion addresses your concerns adequately. We would be happy to address any further queries you may have in this respect.

Yours faithfully
For Khaitan & Co

Abhishek A Rastogi

Abhishek Rastogi
Partner

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F: +91 11 4151 5318
E: delhi@khaitanco.com



C/O TATA Projects Limited, 11th Floor, Hiranandani Knowledge Park, Technology Street, Powai, Mumbai-400 076, India

Date: November 9, 2017

To,

The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)
Bandra-Kurla Complex, Bandra (East),
Mumbai-400051

Kind Attn: Dr. D.T. Thube

Sub: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No:MMRDA/ENG/000753

Ref:

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Dear Sir,

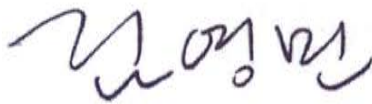
Further to the letter dated 02-11-2017 referred above at 7., it is difficult to ascertain the amount of excess input GST credit at this stage. Also, the input GST rates may undergo change. However, this is to clarify that any excess Input GST Tax credit eligible for refund over and above the applicable output GST liability as per Clause 13.7 of General Conditions of the Tender, will be passed on to MMRDA, upon receipt of the same by the Daewoo-TPL JV from GST Authorities.

This is without prejudice to our rights under the Contract / Tender conditions.

Thanking you,

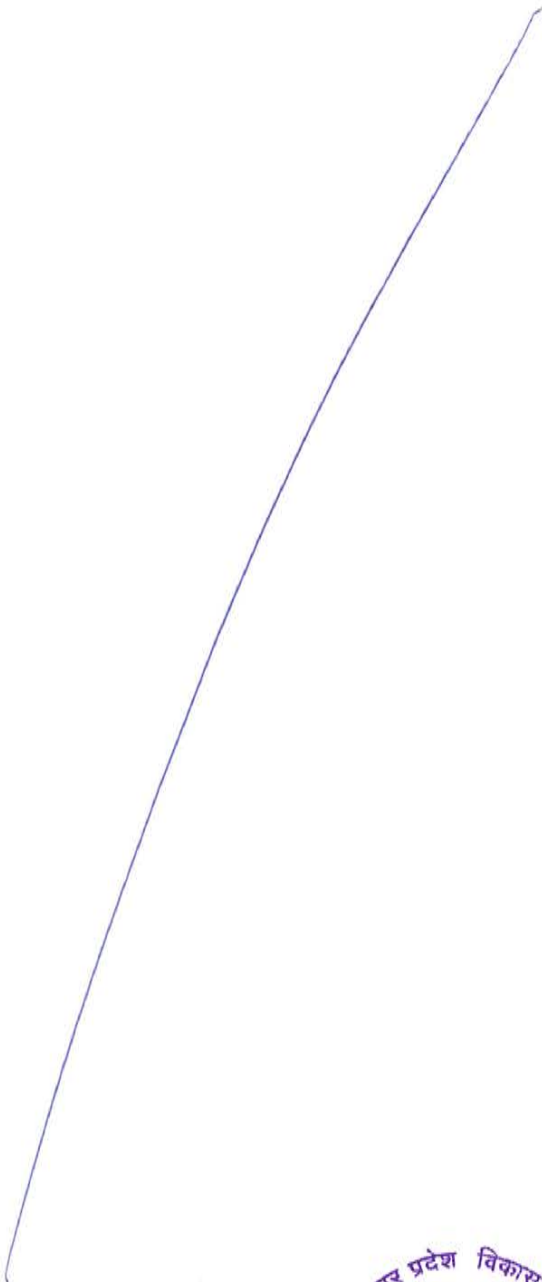
Yours truly,

For Daewoo-TPL JV



Authorized Signatory





C/O TATA Projects Limited, 11th Floor, Hiranandani Knowledge Park, Technology Street, Powai, Mumbai-400 076, India

Reference No: OM17-373

Date: November 16, 2017

To,
The Chief Engineer

Mumbai Metropolitan Region Development Authority (MMRDA)
Bandra-Kurla Complex, Bandra (East),
Mumbai-400051

Kind Attn: Dr. D.T. Thube

Project: Procurement of Mumbai Trans Harbour Link Project (Package 2) Construction of 7.807km long bridge section (CH 10+380-CH 18+187) across Mumbai Bay including Shivaji Nagar Interchange-IFB No: MMRDA/ENG/000753

Sub: Adjustment to Contract Price on account of reduction in the rate of GST

Ref:

1. Technical & Financial Bid Evaluation for the subject work
2. Discussion held at MMRDA office on 17-10-2017
3. MMRDA's Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/10-17 dated 17-10-2017
4. Daewoo-TPL JV's Letter dated 18-10-2017
5. Daewoo-TPL JV's Letter dated 27-10-2017
6. Meeting between MMRDA & Daewoo-TPL JV held on 30-10-2017
7. Daewoo-TPL JV's Letter dated 02-11-2017
8. Daewoo-TPL JV's Letter dated 09-11-2017
9. MMRDA's Letter No. ED/MTHL/Clarification/Technical points/Pkg-2/02/11-17 dated 09-11-2017

Dear Sir,

We are in receipt of MMRDA's Letter dated 09-11-2017 enclosing the legal opinion in respect of the subject matter.

This is to clarify as under:

1. The reduction of INR 71,06,00,000/- (Indian Rupees Seventy One Crore Six Lacs Only) from the Bid price on account of GST rate reduction from 18% to 12% offered by Daewoo – TPL JV is an appropriate estimate in lawful compliance with GST statute and framework rolled out at this stage.



2. Daewoo-TPL JV may not be able to claim refund of excess Input Tax Credit (ITC), as such provision is not clear under the GST Law.

In this regard, MMRDA's attention is brought to Para 3.3.3, 3.3.4 & 3.3.5 of the opinion of M/s Khaitan & Co. wherein the legal opinion also recognizes the ambiguity at hand. The relevant extracts of the same are as under:

"3.3.3 In theory, the above proposition put forth by Daewoo-TPL may be correct under the assumption that services provided by Daewoo-TPL are covered under Entry 5(b) of Schedule II of the GST Act and the calculation for reduction of INR 71.06 Crores could be justified under that assumption."

"3.3.4It may be difficult for Daewoo-TPL to ascertain the exact amount of refund at this stage. However, basis the above position, Daewoo-TPL should pass on the benefit of refund to MMRDA-JICA in a mutually agreed manner."

"3.3.5 In parallel, the constitutional validity of refunds in the case of inverted duty structures for construction contracts may be challenged through appropriate write petitions before the appropriate High Courts. Alternatively, clarity should be sought on this issue from an Advance Ruling Authority so that price structures may be revised after definitive outcomes from either of the above proceedings."

3. It would also be pertinent to note that while under Section 54(3) of the CGST Act refund on account of inverted rate structure is available in respect of 'all supplies' (i.e. supply of goods as well as services), the formula prescribed for computation of refund of inverted duty structure under Rule 89(5) of the CGST Rules reads as follows:

Maximum Refund Amount = {(Turnover of inverted rated supply of goods) x Net ITC / Adjusted Total Turnover} – Tax payable on such inverted rated supply of goods

The formula considers turnover of "inverted rated supply of goods" and "tax payable on such inverted rated supply of goods" but does not cover turnover of inverted rate supply of 'services'. It may be noted that Works Contract is deemed to be a service under the GST law. In view of this, the authorities could seek to deny refund on the grounds that the formula only seeks to cover refund in respect of turnover of goods and not services. On account of the inconsistency between the Act and Rules with respect to refund of inverted duty structure, there could be a high possibility of the refund being rejected, by the relevant authorities.

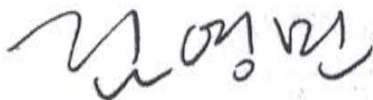
4. The legal opinion shared by MMRDA vide the letter dated 09-11-2017 recognizes the aforesaid ambiguity and validates the proposition of Daewoo-TPL JV pertaining to the calculation for reduction of INR 71.06 crores basis the assumptions. All the same, it also identifies the difficulty in ascertaining the exact amount of refund at this stage and thereby, opines for a pass-on of benefit of refund in a mutually agreed manner.



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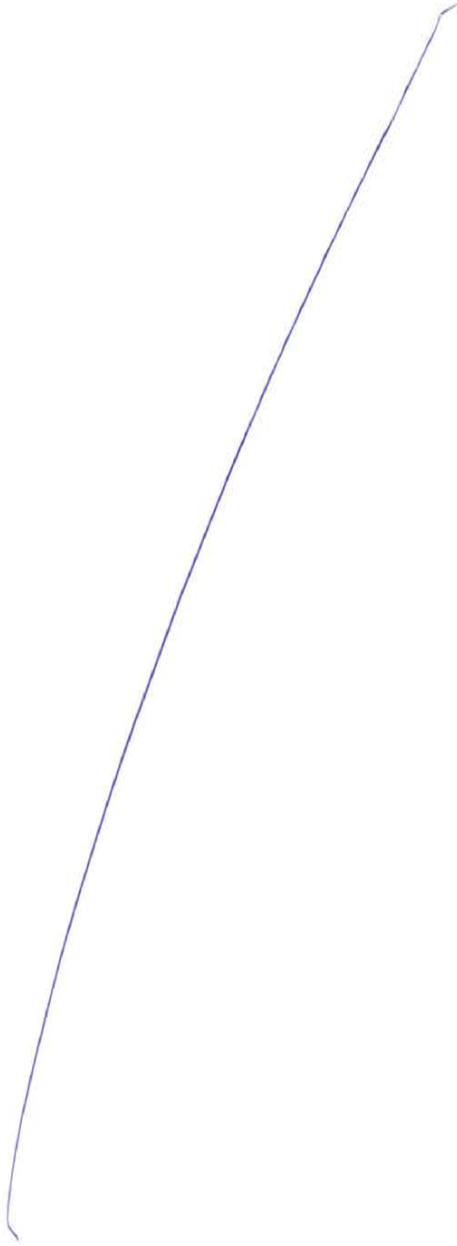
5. Notwithstanding the above, MMRDA has sought a maximum possible specific percentage reduction to progress with contract award on immediate basis. It is well acknowledged that such reduction sought by MMRDA may not be feasible in lawful adherence to GST law and therefore, cannot be guaranteed at this stage. However, upon insistence of MMRDA, Daewoo-TPL JV is compelled to submit a conditional reduction of up to INR 277.87 Crores on the bid price, under clear dissent and protest and the following understanding:
- MMRDA-JICA agrees to proactively cooperate with Daewoo-TPL JV in seeking required clarity in expeditious manner and taking all necessary actions in a joint / standalone or otherwise manner so that refund of excess input GST credit from relevant Government authorities are lawfully approved.
 - To avail excess ITC reduction, it is agreed that MMRDA-JICA acknowledge that lawful eligibility of the contractor Daewoo-TPL JV to obtain refund of all excess ITC will have to be clearly established by appropriate GST authority either through Advance Ruling or specific written approval from competent authority.
 - Daewoo-TPL JV reiterates that any excess Input GST Credit eligible for refund over and above the applicable output GST liability under and in accordance with Clause 13.7 of General Conditions of the Tender, will be passed on to MMRDA, upon receipt of the same by the Daewoo-TPL JV from Relevant/ GST Authorities only.
6. This is to explicitly assert that the MMRDA shall initiate effect of such price reduction offered by Daewoo-TPL JV only upon and after receipt of written approval of refund of all excess ITC from competent/constitutional authority under the GST Law and strictly as per relevant provisions of the Tender Conditions/Contract after being mutually agreed between the parties, based on such benefit received. Till such time, as above, the contract shall be executed as per commercial terms / conditions stipulated with due payments being made to the contractor without deducting the excess ITC relating to the GST rate reduction, offered under protest in clause 5 above.
7. Daewoo-TPL JV restates that the reduction up to INR 277.87 Crores (including the currently estimated INR 71.06 Crores) offered on the bid price is subject to the aforesaid conditions and without prejudice to Daewoo-TPL JV's rights under the Tender Conditions / Contract.

Yours truly,
For Daewoo-TPL JV



Authorized Signatory







**Mumbai Trans Harbour Link Project
Package II**

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Daewoo-TPLJV/UI-RBP/MMRDA/MTHL-II/03/804

17th July, 2017

Letter of Technical Bid

Date: 17th July, 2017

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

IFB No.: *MMRDA/ENG1/000753*

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- 2 (Construction of a 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay including Shivaji Nagar 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.01 dtd. 01/06/2017

Addendum No.02 dtd. 01/06/2017

Addendum No.03 dtd. 22/06/2017

Addendum No.04 dtd. 22/06/2017

Addendum No.05 dtd. 07/07/2017

- (b) We, including any Subcontractors/manufacturers, for any part of the Package-2 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-2 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-2 of the Project, which includes 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay and Shivaji Nagar Interchange of the typical carriageway width of approximately 14 m 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 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 BF-4 Section IV, Bidding Forms 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-2 bidding process in accordance with ITB 4.2 (c); and



**Mumbai Metropolitan
Region Development
Authority**

**Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH-10+380 –
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)**





Mumbai Trans Harbour Link Project
Package II

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(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.

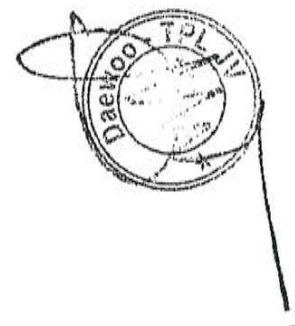
Name of the Bidder: *Daewoo-TPL JV*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *Mr. Byoung-Hoi-Uhm*

Title of the person signing the Bid: *Deputy General Manager*

Signature of the person named above: _____

Date signed: 17th day of July, 2017.



Mumbai Metropolitan
Region Development
Authority

Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay including Shivaji Nagar Interchange)



**Mumbai Trans Harbour Link Project
Package-2**

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Daewoo-TPLJV/UI-RBP/MMRDA/MTHL-1/03/808

18th July, 2017

Letter of Price Bid

Date: *18th July, 2017*

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

IFB No.: *MMRDA/ENG1/000753*

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- 2 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.01 dtd. 01/06/2017

Addendum No.02 dtd. 01/06/2017

Addendum No.03 dtd. 22/06/2017

Addendum No.04 dtd. 22/06/2017

Addendum No.05 dtd. 07/07/2017

(b) We offer to design, supply, manufacture/fabricate, transport, deliver, construct, install/erect, test, commission and complete the Works of Package-2 of the Project, in strict conformity with the Bidding Documents, if the Contract is awarded to us. The work includes 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay and Shivaji Nagar Interchange of the typical carriageway width of approximately 14 m 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:

[The total bid price including provisional sum in INR is Rupees Five Thousand Six Hundred Twelve Crore Sixty Lakh Sixty One Thousand Five Hundred Eighty Four only]

Price Bid Amount in Figures: INR 5612,60,61,584/-

The Breakup of Above Price in different currencies is as below:

INR 3815,72,14,609/- (Rupees Three Thousand Eight Hundred Fifteen Crore Seventy Two Lakh Fourteen Thousand Six Hundred Nine Only)

USD 153,633,958/- (USD One Hundred Fifty Three Million, Six Hundred Thirty Three Thousand ,Nine Hundred Fifty Eight Only)

J.Yen 13,952,414,961/- (J.Yen Thirteen Billion, Nine Hundred Fifty Two Million, Four Hundred Fourteen Thousand, Nine Hundred Sixty One only)

(d) The discounts offered and the methodology for their application are as follows:

The discounts offered are shown below: NIL



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DOCUMENT TITLE

Letter of Price Bid





**Mumbai Trans Harbour Link Project
Package-2**

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

(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: *Daewoo-TPL JV*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *Mr. Byoung-Hoi-Uhm*

Title of the person signing the Bid: *Deputy General Manager*

Signature of the person named above: _____

Date signed: 18th day of July, 2017.



**Mumbai Metropolitan
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Authority**

DOCUMENT TITLE

Letter of Price Bid