



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

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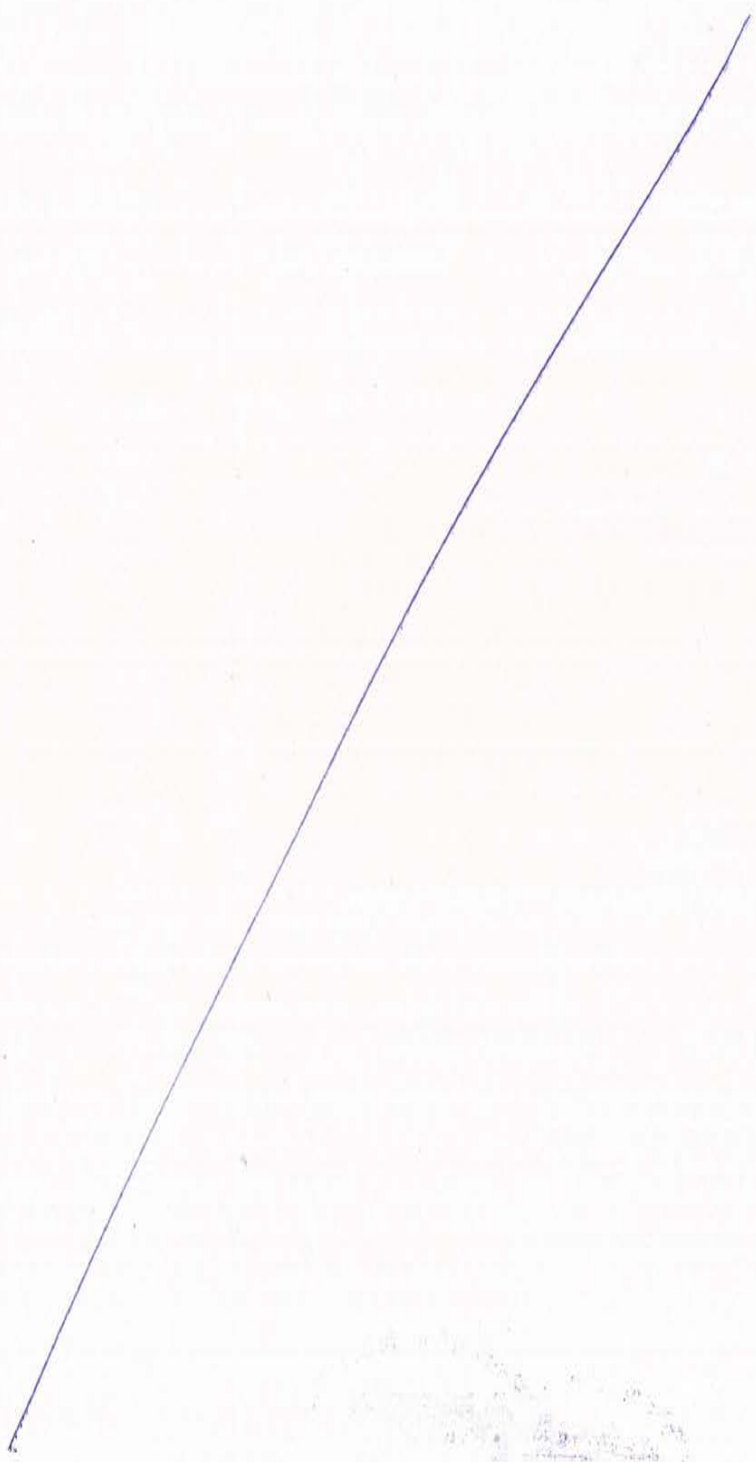
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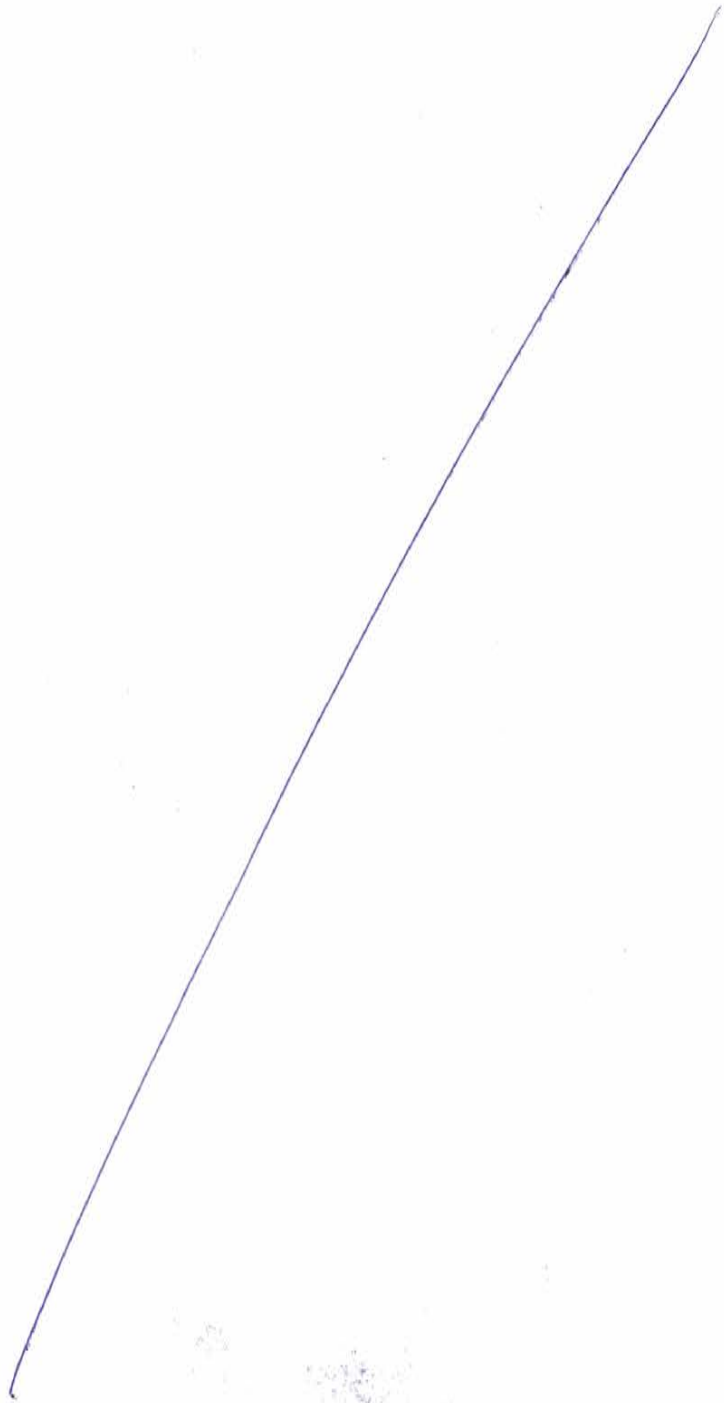


Daewoo-TPL JV



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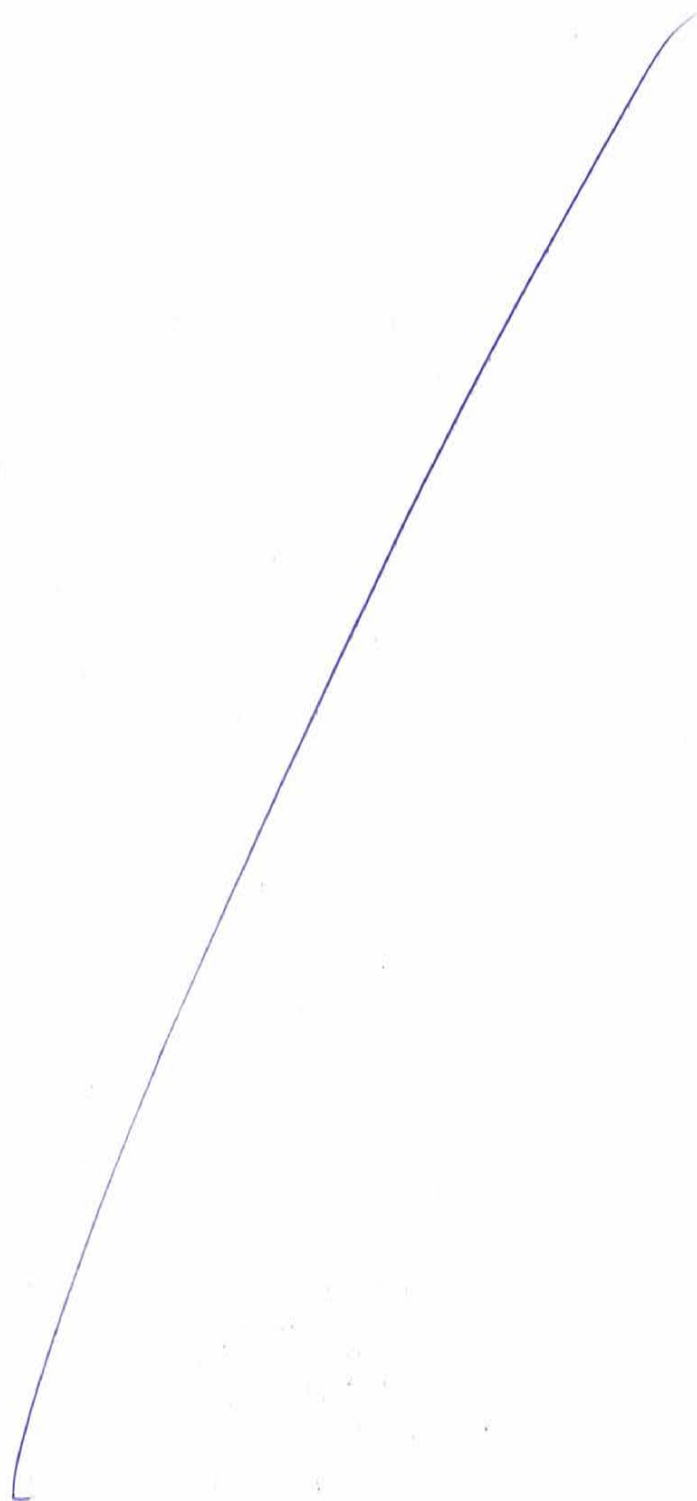


Daewoo-TPL JV



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FORM EXP 4.2 (b): PQ KEY ACTIVITY NO.2
(Erection of Steel Box Girders)



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)

202

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Mumbai Trans Harbour Link Project
Package II

3328 366

Form EXP - 4.2(b)
Specific Construction Experience in Key Activities

17 JUL 2017

Date: [insert day, month, year]

Applicant's Legal Name: Daewoo-TPL JV

Applicant's Party Legal Name: TATA Projects Ltd.

Subcontractor's Legal Name: INDIA PVT LTD

IFP No.: MMRDA/ENG/1/000753

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Specific Construction Experience in Key Activities Item No.-2 for Key Activity No. (2) : In the last twelve (12) years, no less than one (1) contract / project assembled by Large Block Erection of steel box girder with orthotropic steel deck with block length of 80 m or more above water....

Contract with Similar Key Activities			
Item	Information		
Contract Identification	HL1125 Nishniy Novgorod, Russia		
Award Date	21.07.2015		
Completion Date	29.12.2015		
Role in Contract [tick the appropriate box]	Prime Contractor		Management Contractor
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>
			Subcontractor <input checked="" type="checkbox"/>
Total Contract Amount	CHF 332'500		USD [insert Exchange rate and total contract amount in USD equivalent]*
Description of the Works undertaken for demonstration of the similarity of the key activity	Lifting of 2 steel decks from pontoons to final position, deck length 159m, deck weight 1840t, lifting height -30m		
Employer's Name:	Mostootryad-1 of PJSC MOSTOTREST		
Address:	6, Malaya Pokrovskaya str, Nishniy Novgorod 603000, Russia		
Telephone/Fax Number:	+783143089 91 +783143089 84		
E-mail:			

Attached is a true copy of the completion certificate or other similar document(s) for the contract / project issued by the client.

* Refer to ITA 13.2 for date and source of exchange rate.



For VSL INDIA PRIVATE LIMITED

Director



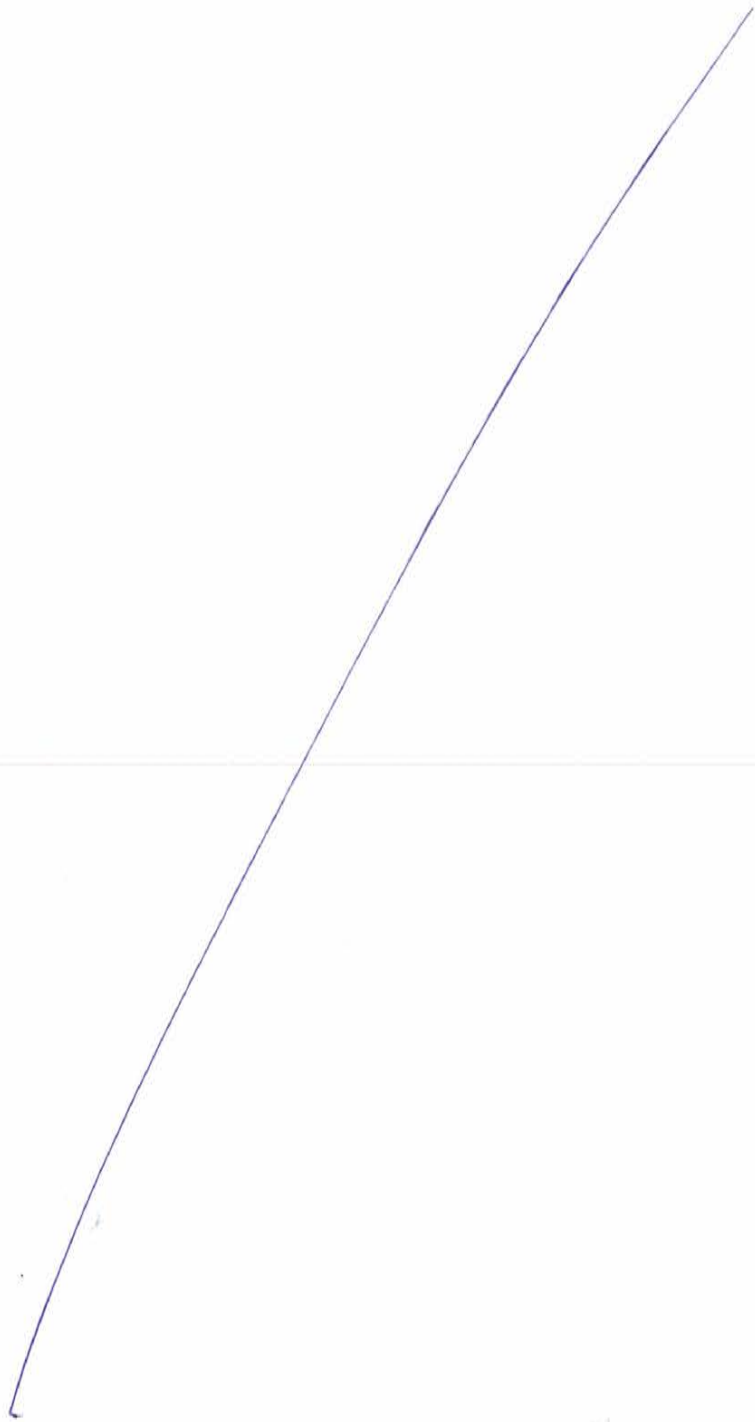
**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

Specific Construction Experience

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COMPLETION CERTIFICATE

to the contract No. HL34283-1-D-1 dated of «29 » December 2015

For the technical assistance services on the lifting works

«29 » December 2015

We the undersigned, "Customer" in the person of the Deputy Director of Nizhegorodskaya territorial firm "Mostootryad-1", the branch of PJSC "MOSTOTREST", Mr. Dmitriy Mikhaylovich Kalinichev, acting on behalf of PJSC "MOSTOTREST" under Power of Attorney № 5018-MO-1-25 dated 01.07.2015, of the one part, and the "Executor", represented by the Manager of Heavy Lifting VSL (Switzerland) Ltd, Mr. Daniel Junker, of the other part, have drawn up this certificate regarding the following that

"Executor" has executed, and "Customer" has accepted services on the technical assistance in the implementation of the the lifting Operations for two discontinuous all-metal arch superstructures at the project of "The Bridge Crossing over the Volga River at the auto road (22ON P3 22P-0159) N.Novgorod — Shahunja - Kirov in the region of Nizhny-Novgorod", Nizhniy Novgorod, Russian Federation, in the amount of: 10 806,88 (Ten Thousand Eight Hundred six 88/100) Euro.

The specified operations were executed properly by "Executor" in due time and accordingly to other requirements and tasks of "Customer". "Customer" has no further claims on the scope, quality and terms of services provision.

For the CUSTOMER

For the EXECUTOR

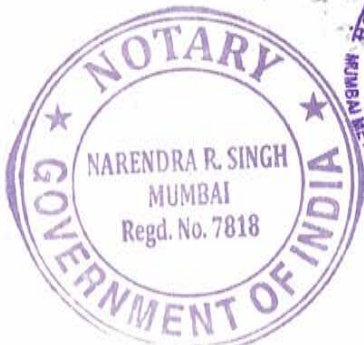
Deputy Director of Nizhegorodskaya territorial firm "Mostootryad-1" - the branch of PJSC "MOSTOTREST"

Manager Heavy Liftinging

VSL (Switzerland) AG
VSL (Switzerland) Ltd
Dahlienweg 23
CH-4553 SUBINGEN
Tel. +41 (0)58 456 30 30
Fax +41 (0)58 456 30 35

D.M. Kalinichev /

/Даниэль Юнкер/



TRUE COPY

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
VIC ENCLAVE, NEAR HIRANANDANI
APARTMENT, POWAI, MUMBAI-400 076.
Tel. +91 9869433277 98694

16 JUN 2017

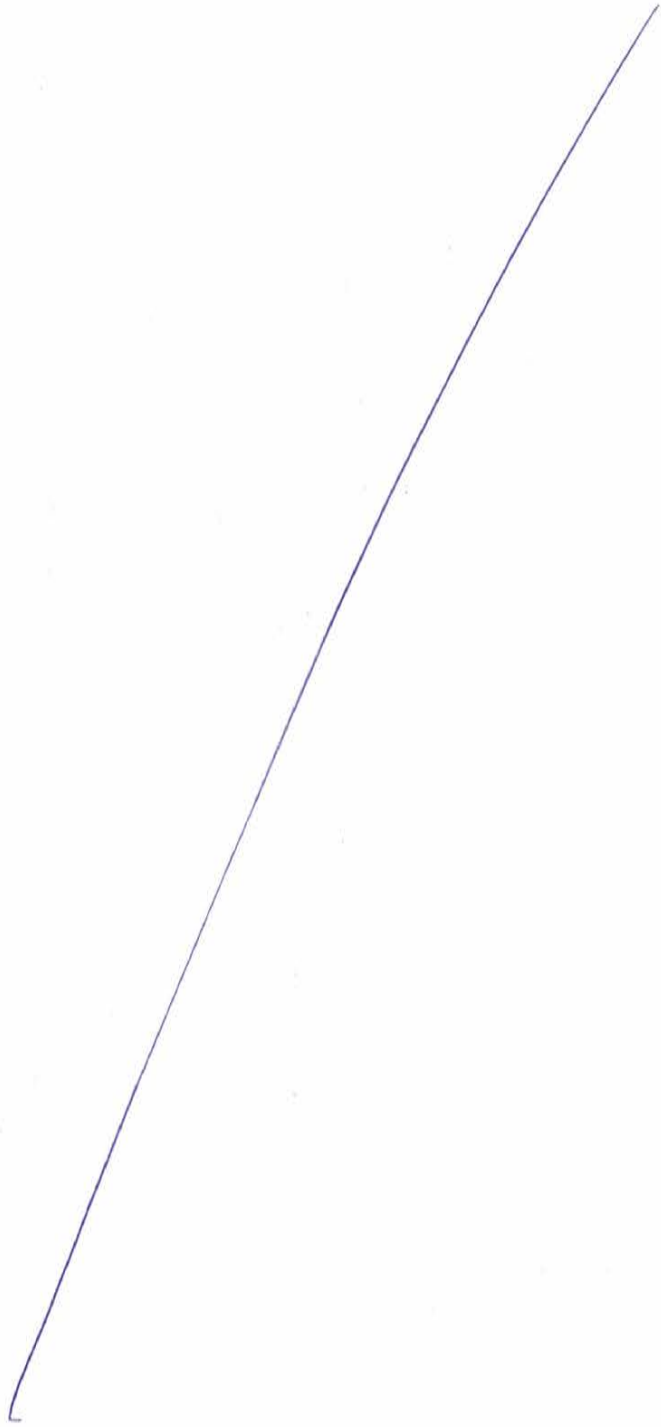


VSL INDIA PRIVATE LIMITED
Director

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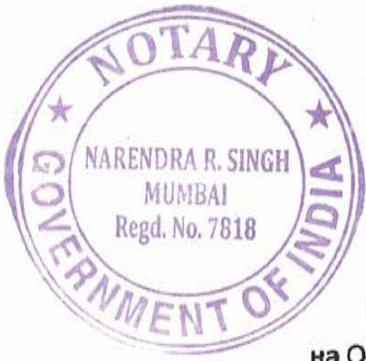
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АКТ ВЫПОЛНЕННЫХ РАБОТ
по контракту N-HL34060-1-D-1 от «29» декабря 2015 г.
на Оказание услуг по техническому содействию по подъемным работам

« 29 » декабря 2015 года

Мы, нижеподписавшиеся, «Заказчик» в лице заместителя директора Нижегородской территориальной фирмы «Мостоотряд-1» филиала ПАО

«МОСТОТРЕСТ», Калиничева Дмитрия Михайловича, действующего на основании доверенности N- 5018-МО-1-25 от 01.07.2015 г., с одной стороны, и

«Исполнитель» в лице Директора Heavy Lifting компании VSL (Switzerland)Ltd г-на Даниэля Юнкера, с другой стороны, составили настоящий акт о нижеследующем, что

«Исполнителем» выполнены, а «Заказчиком» приняты работы по оказанию технического содействия при осуществлении Операций по подъемным работам двух разрезных цельнометаллических арочных пролетных строений на проекте «Мостового перехода через р. Волга на автомобильной дороге (22ОП РЗ 22Р-0159) Н.Новгород — Шахунья - Киров в Нижегородской области», Нижний Новгород, Российская Федерация, на сумму 10 806,88 (Десять тысяч восемьсот шесть 88/100) Евро.

Указанные работы выполнены «Исполнителем» надлежащим образом, в установленный срок и в соответствии с иными требованиями и заданиями «Заказчика». «Заказчик» претензий по объему, качеству и срокам оказания услуг не имеет.

От ЗАКАЗЧИКА

От ИСПОЛНИТЕЛЯ

Заместитель директора НТФ «МО-1» - филиала ПАО «МОСТОТРЕСТ» (Switzerland)Ltd

Директор Heavy Lifting компания VSL (Switzerland) AG
VSL (Switzerland) AG
Dahlmweg 23
CH-4953 SUBINGEN
Tel: +41 (0)58 456 30 30
Fax: +41 (0)58 456 30 35



/Калиничев Д.М./

/Даниэль Юнкер/

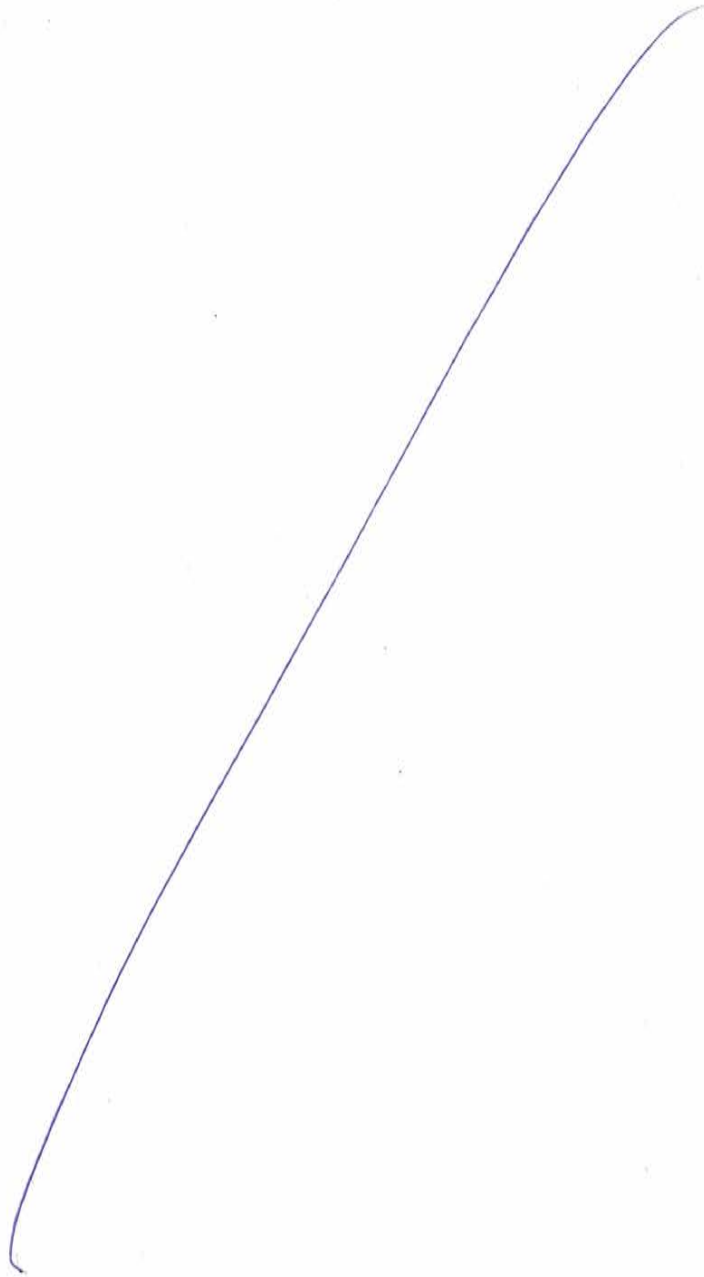


VSL INDIA PRIVATE LIMITED

Director

EEF

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Mumbai Trans Harbour Link Project Package II



Form EXP - 4.2(b)

Specific Construction Experience in Key Activities

17 JUL 2017

Date: [insert day, month, year]

Applicant's Legal Name: Daewoo-TPL JV

Applicant's Party Legal Name: TATA Projects Ltd.

Subcontractor's Legal Name: VSL INDIA PVT LTD

IFP No.: MMRDA/ENG1/000753

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Specific Construction Experience in Key Activities Item No.-2 for Key Activity No. (2) : In the last twelve (12) years, no less than one (1) contract / project assembled by Large Block Erection of steel box girder with orthotropic steel deck with block length of 80 m or more above water....

Contract with Similar Key Activities				
Item	Information			
Contract Identification	HL1103/HL1167 Rostov Don, Russia			
Award Date	01.07.2014			
Completion Date	14.12.2014(deck 1), 30.10.2016 (deck 2)			
Role in Contract [tick the appropriate box]	Prime Contractor		Management Contractor	Subcontractor
	Single entity	JV member		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total Contract Amount	CHF 153000		USD [insert Exchange rate and total contract amount in USD equivalent]*	
Description of the Works undertaken for demonstration of the similarity of the key activity	Lifting of 2 steel decks from pontoons to final position, deck length 125m, deck weight 880t, lifting height -22m			
Employer's Name:	Mostotrest			
Address:	6, Building 5, Barklaya Stresst, 121087, Moscow, Russia			
Telephone/Fax Number:				
E-mail:				

Attached is a true copy of the completion certificate or other similar document(s) for the contract / project issued by the client.

* Refer to ITA 13.2 for date and source of exchange rate.



For VSL INDIA PRIVATE LIMITED

Director



Mumbai Metropolitan
Region Development
Authority

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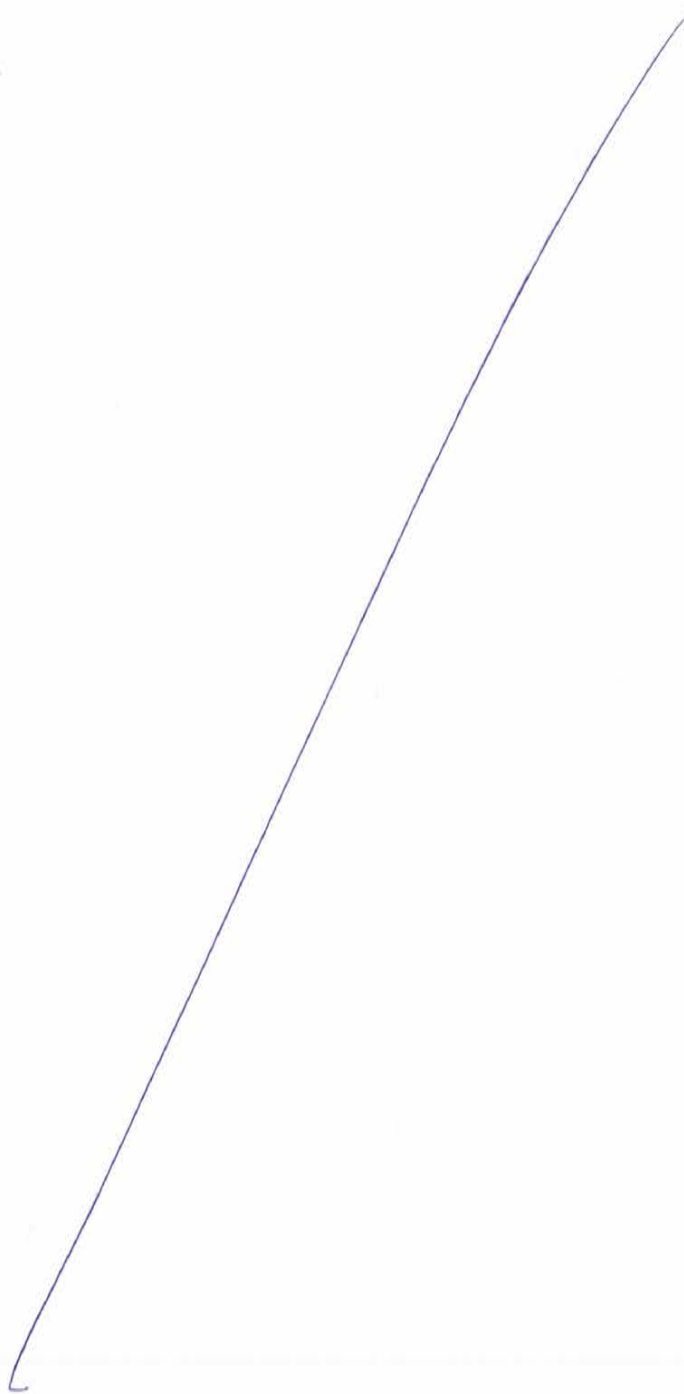
Specific Construction Experience

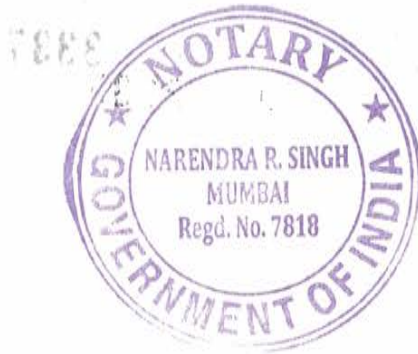
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VSL (Switzerland) Ltd.
Heavy Lifting



Dahlienweg 23
4553 Subingen
Switzerland

Phone +41 58 456 3030
Fax +41 58 456 3015
Homepage <http://www.vsl-heavy-lifting.com>

OJSC MOSTOTREST
Mr. V.N. Korotin
6, building 5
Barklaya street
121087 Moscow
Russia

Subingen, 08. June 2015

COMPLETION CERTIFICATE dated «08» June 2015
For the contract No. HL34283-1-D-1 or «25» November 2014

We the undersigned, "Customer" in the person of General Director of OJSC "MOSTOTREST", Mr. Vladimir Nikolaevich Vlasov, of one part, and the "Executor", represented by the Manager of Heavy Lifting VSL (Switzerland) Ltd, Mr. Daniel Junker, of the other part, have drawn up this certificate to agree on the following:

The "Executor" has executed, and the "Customer" has accepted services on the technical assistance in the implementation of the lifting operations for the unitized unit of the run-of-river span of the new (left) bridge over the Don River for the project of the Reconstruction of the Bridge Crossing over the Don River in the alignment of Voroshilovskiy avenue in Rostov-on-Don", Russian Federation, in the amount of **60'350 EUR.**"

The specified operations were executed properly by "Executor" in due time and accordingly to other requirements and tasks of the "Customer". The "Customer" has no claims on scope, quality, delivered equipment and services provided by the "Executor".

For the CUSTOMER

General Director
OJSC "MOSTOTREST"

_____/ V. N. Vlasov

For the EXECUTOR

Manager of Heavy Lifting
VSL (Switzerland) Ltd

Daniel Junker
_____/ Daniel Junker



TRUE COPY

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
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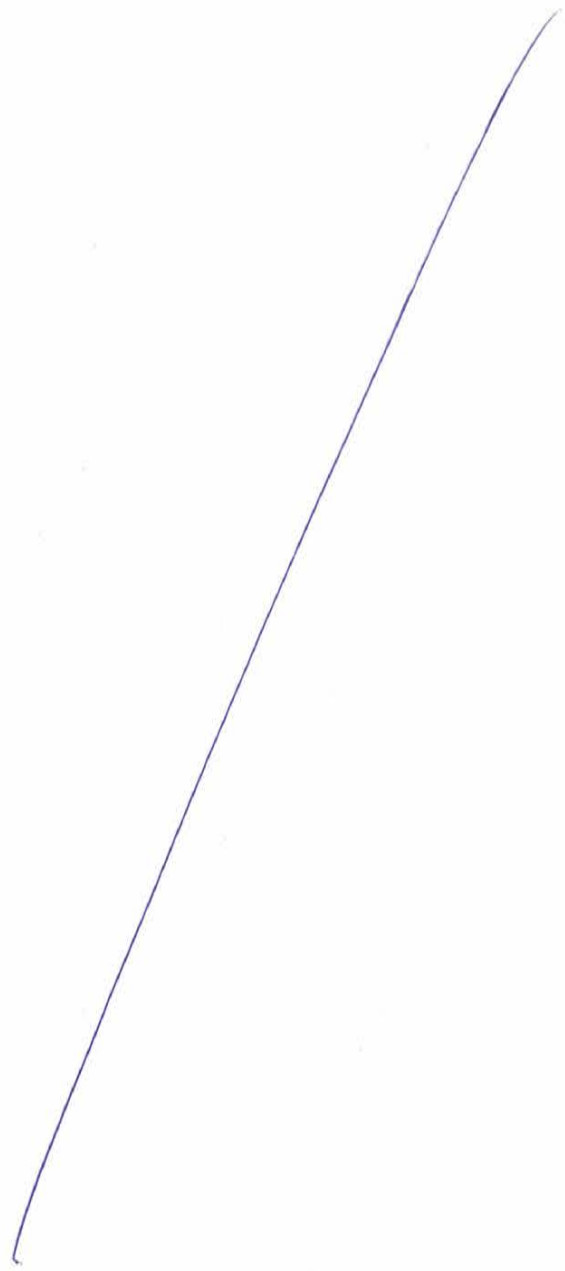
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ОБЩЕСТВО
«МОСТОТРЕСТ»
Вход № 8510
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VSL INDIA PRIVATE LIMITED

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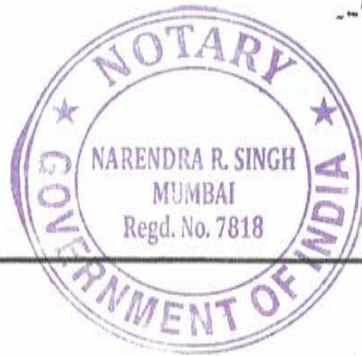
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**ИНСТИТУТ
ГИПРОСТРОЙМОСТ**
основан в 1945



ОАО «Институт Гипростроймост»
129278, г. Москва ул. Павла Корчагина, д. 2

16.06.2017 г. № С-3065

На № _____ от _____

О подъемке пролетных строений с
участием фирмы VSL

Руководителю проектов
компании «VSL» (Switzerland) в
России и СНГ
О.А. Ситникову

Уважаемый Олег Анатольевич!

В ответ на Ваш устный запрос подтверждаем, что по проектам нашего института осуществлялась подъемка пролетных строений, имеющих металлическую ортотропную плиту проезда, методом «Heavy Lifting» при участии специалистов и с использованием оборудования фирмы VSL, а именно:

- 1) Два арочных пролетных строения моста через р. Волгу в г. Нижний Новгород;
- 2) Центральная перевозимая часть руслового пролета двух очередей моста через р. Дон в г. Ростов-на-Дону.

Вице-президент

С.Е. Горбачев



Зам. ГИПа бр. Корнева - Баранов Михаил Алексеевич
раб. (916) 166-59-05, моб. (916)-166-59-79, e-mail: Baranov@giprostm.ru



TRUE COPY

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
APARTMENT, POWAI, MUMBAI-400 076.
Mumbai: +91 9869433277 / 9869433278

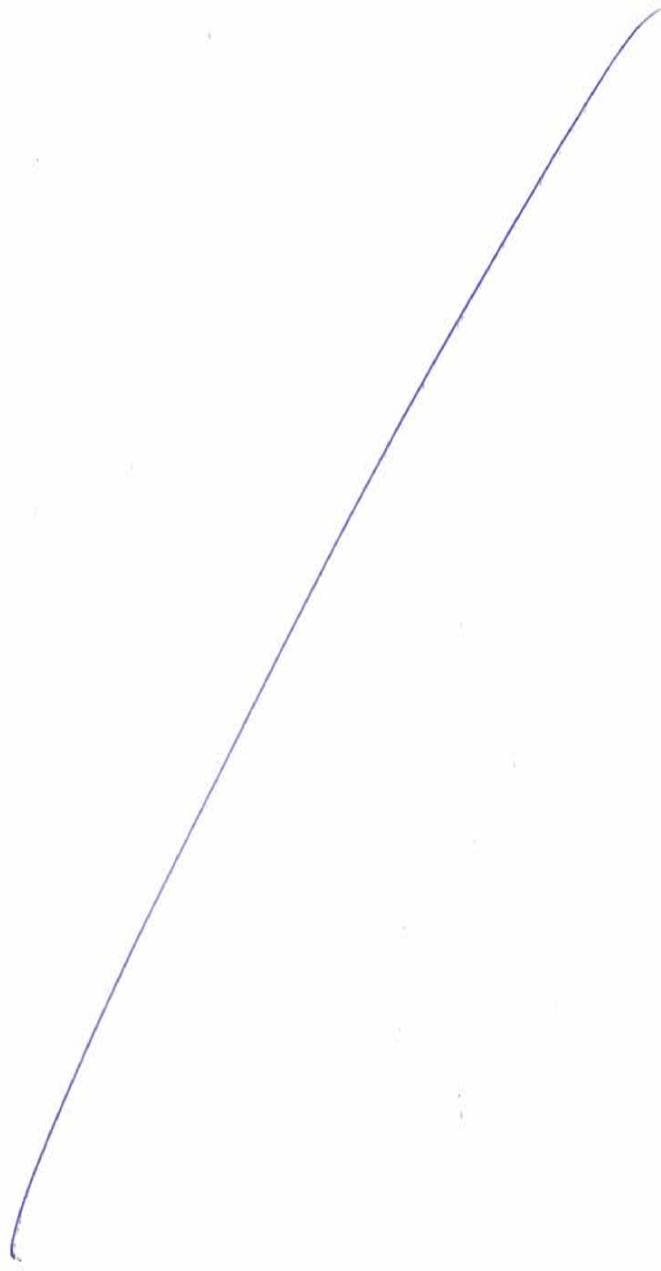
16 JUL 2017 DAEWOO-TPL JV INDIA PRIVATE LIMITED



Director

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**ИНСТИТУТ
ГИПРОСТРОЙМОСТ**
основан в 1945



ОАО «Институт Гипростроймост»
129278, г. Москва ул. Павла Корчагина, д. 2

05.07.2017 г. № С-3065

На № _____ от _____

About lifting of deck structures with the participation of VSL

To the Project Manager of VSL
Switzerland in Russia and CIS

O.A. Sitnikov

O.A. Sitnikov

Dear Oleg Anatolievitch!

In response to your oral query, we confirm that in accordance with the design of our Institute the lifting of decks of orthotropic steel plate deck bridges was carried out by Heavy Lifting using VSL equipment and with the participation of VSL specialists. These operations were carried out for:

- 1) Two arch spans of the bridge cross Volga river in Nizhny Novgorod,
- 2) Central transported part of main span of two parts of the bridge cross Don in Rostov-on-Don.

Vice-president



S.E.Gorbachev

TRUE COPY



NARENDRA R. SINGH*
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
E: +91 9869433277 / 9869036677

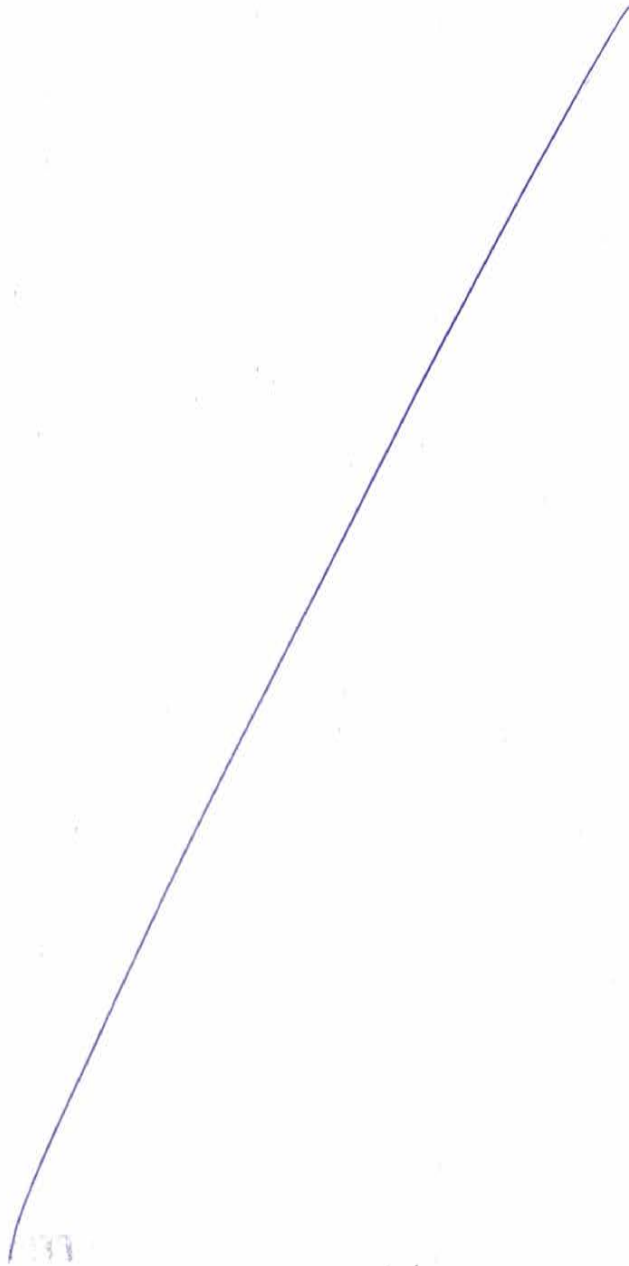
Зам. ГИПа бр. Корчева - Баранов Михаил Александрович
раб. (495)-686-19-05, моб. (916)-166-59-79, e-mail: Baranov@gipros.m.ru



Director

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Y407 137

11/17/75

HL1167 Rostov Don 2,RU

Wochenrapport / Weekly Record / Еженедельный отчет

woche / week / неделя 42

Namen / Name / Имя		Funktion / Job Title / Должность				Arbeit / Work / Работа	Wartezeit / Waiting Time / Время ожидания	Reisezeit / Travel Time / Время путешествия	Summe / Total / Всего
Renato Somaini		VSL Supervisor							
Hagen Lehmann		VSL Specialist							
Stunden VSL Personal / Working Hours VSL Staff / Рабочие часы VSL									
Tag / Day / День	Datum / Date / Дата	von / from / с	bis / till / до	von / from / с	bis / till / до	Arbeit / Work / Работа	Wartezeit / Waiting Time / Время ожидания	Reisezeit / Travel Time / Время путешествия	Summe / Total / Всего
Montag/Monday/Понедельник	17.10.2016	08:00	12:00	13:00	19:00	20.00			20.00
Dienstag/Tuesday/Вторник	18.10.2016	08:00	12:00	13:00	19:00	20.00			20.00
Mittwoch/Wednesday/Среда	19.10.2016	08:00	12:30	16:00	00:00	25.00			25.00
Donnerstag/Thursday/Четверг	20.10.2016	00:00	05:00	08:00	18:30	24.00	6.00		30.00
Freitag/Friday/Пятница	21.10.2016	08:00	12:00	13:00	19:00	20.00			20.00
Samstag/Saturday/Суббота	22.10.2016	04:00			16:00			18.00	18.00
Sonntag/Sunday/Воскресенье	23.10.2016								
Summe / Total / Всего									133.00

Ausgeführte Arbeiten VSL / Executed Tasks VSL / Проведенная работа VSL

Montag/Monday/Понедельник: Laser install and testing			
Dienstag/Tuesday/Вторник: testing , limit switch			
Mittwoch/Wednesday/Среда: 4x CP install , lift off			
Donnerstag/Thursday/Четверг: lifting , waiting time			
Freitag/Friday/Пятница: adjustment of segment . Dismantling equipment and Bravo system			
Samstag/Saturday/Суббота: Travel back home Somaini und Lehmann			
Sonntag/Sunday/Воскресенье:			
Datum/Date/Дата:	Unterschriften/Signatures/Подписи: VSL:	Datum/Date/Дата:	Unterschriften/Signatures/Подписи: Kunde/Klient/Заказчик:
23.10.2016			

ДИРЕКТОР



TRUE COPY

16 JUL 2017

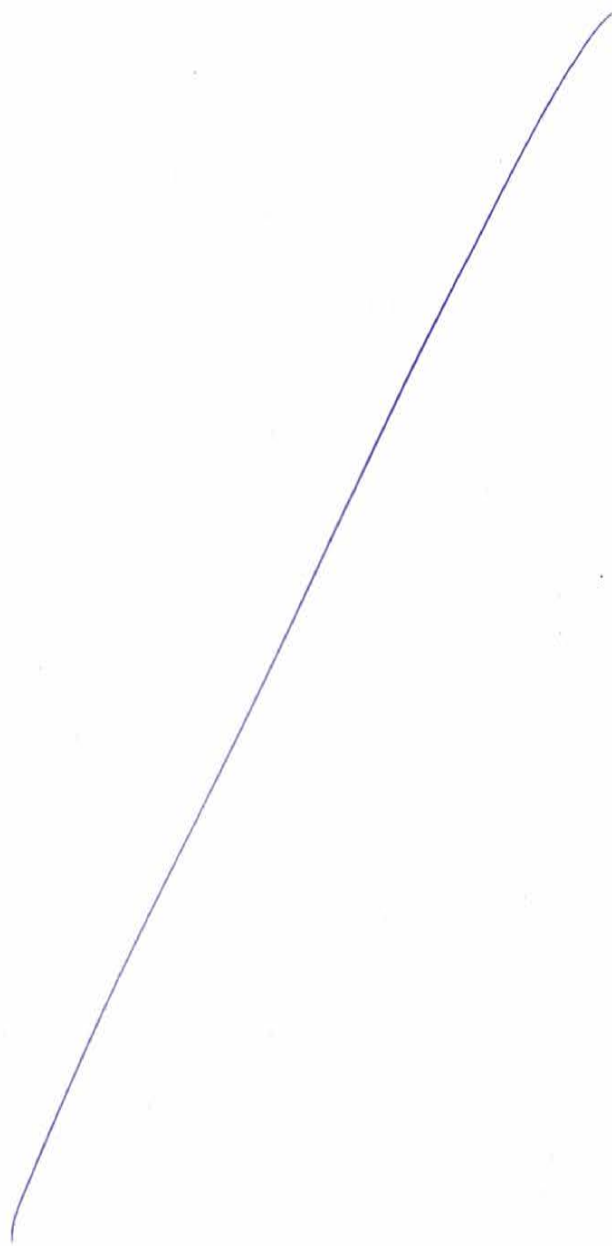
NARENDRA R. SINGH
 ADVOCATE & NOTARY (GOVT OF INDIA)
 C-1101, BLOOMING HEIGHTS,
 PACIFIC ENCLAVE, NEAR HIRANANDANI
 HOSPITAL, POWAI, MUMBAI-400072
 TEL: +91 98694332777



Director

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Q37070 MTHL reference projects

HL1103 and HL 1167 lifting of 2 spans at Rostov over the river Don

First lift December 2014, second lift October 2016

Lifted weight 880 t, span length 125 m, lifting height ~22 m

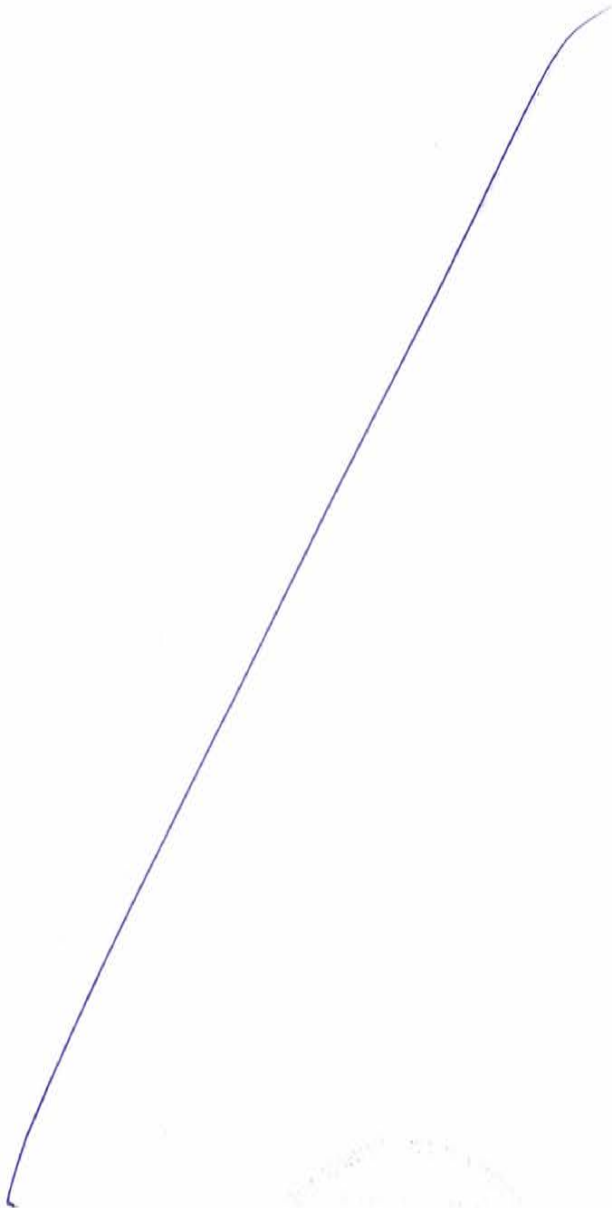


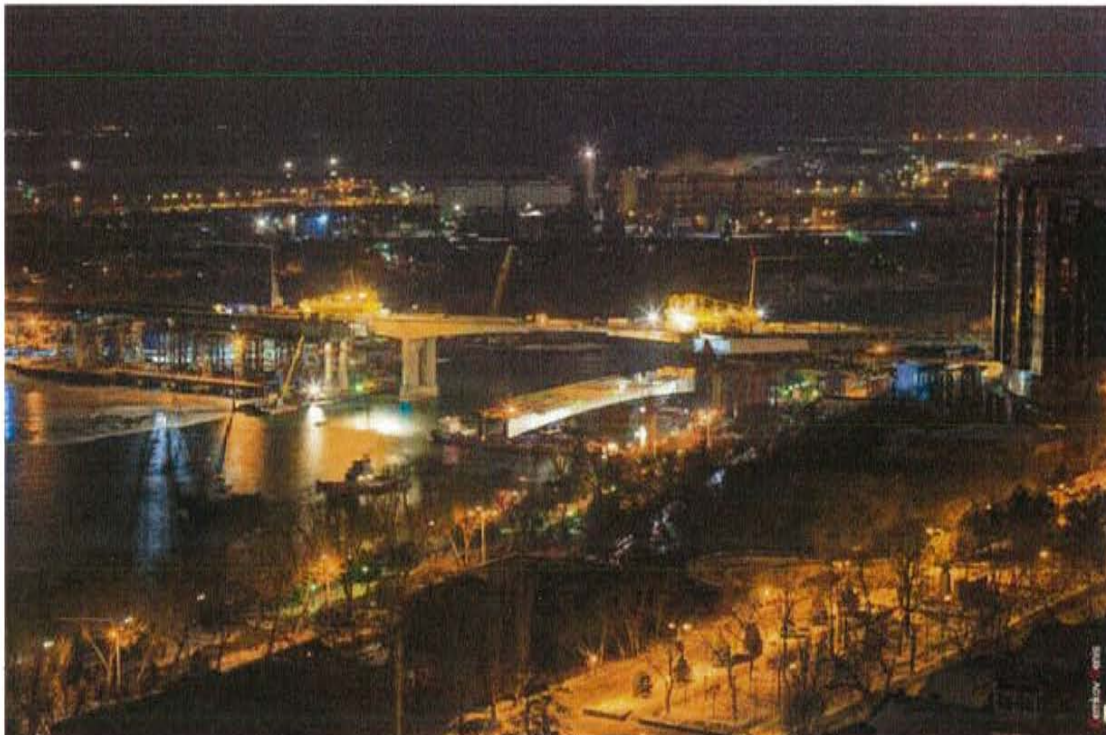
Load out preparation of the span onto the barges



For VSL INDIA PRIVATE LIMITED

Director





Delivery of the first span the evening before the lift

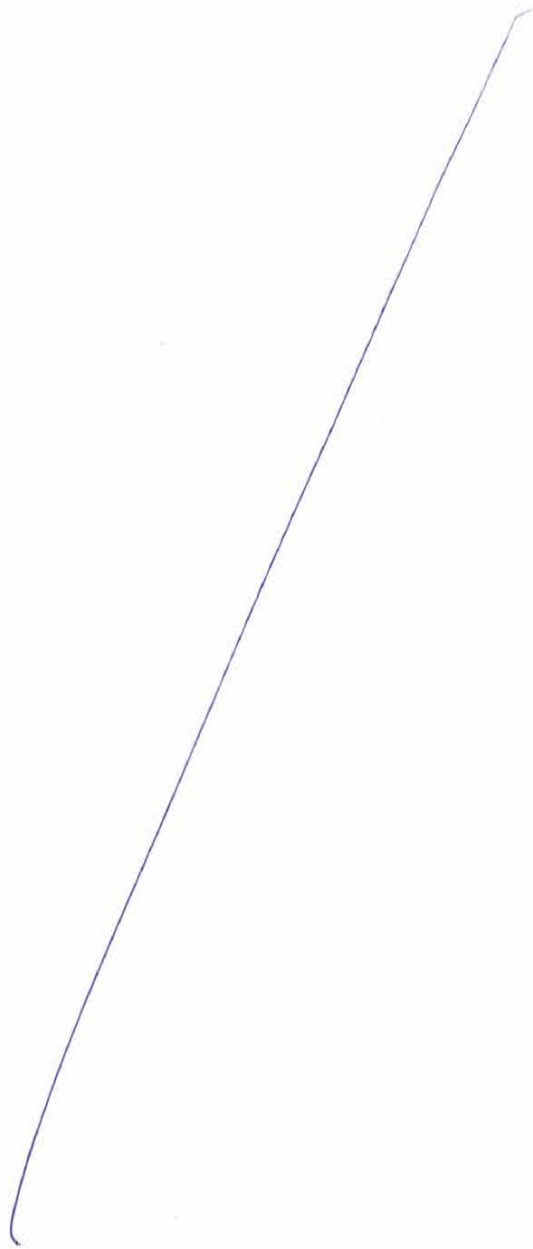


Preparation to connect the lifting cables to the span



For VSL INDIA PRIVATE LIMITED

Director





Lift off of the first span from the barge



Span at final level

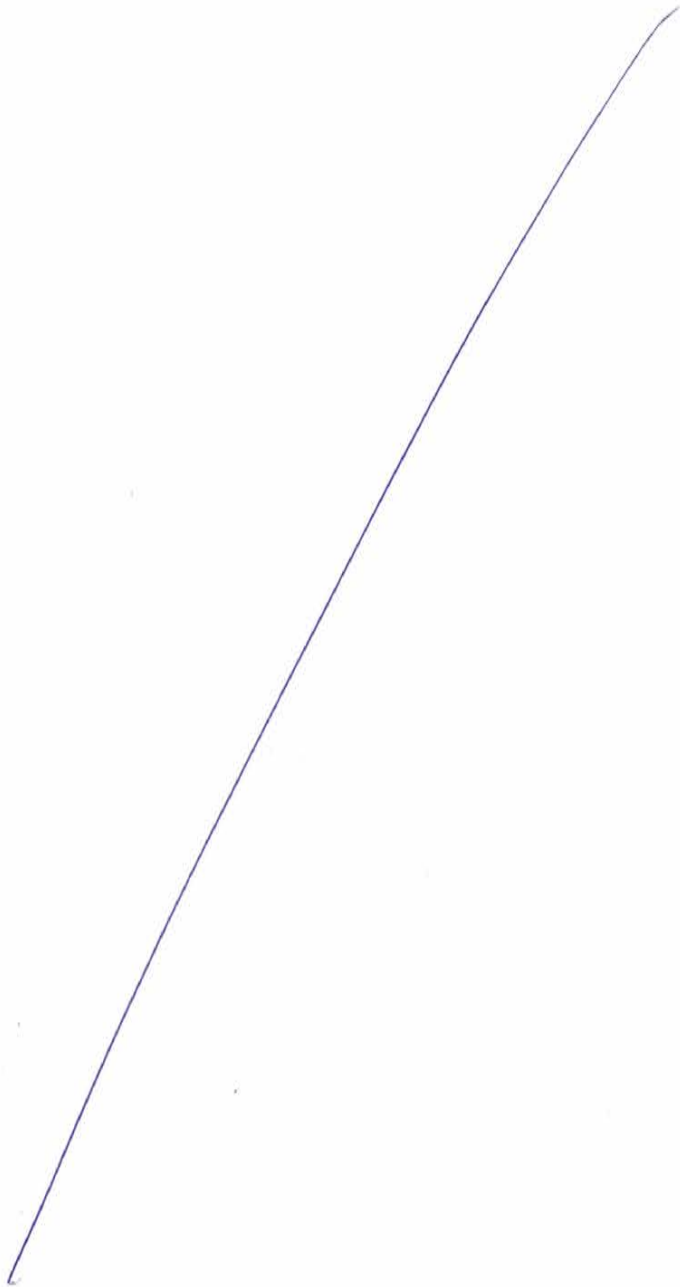


For VSL INDIA PRIVATE LIMITED

Director

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Q37070 MTHL reference projects

HL1125 lifting of 2 spans at Nishniy Novgorod over the river Wolga

First lift September 2015, second lift November 2015

Lifted weight 1'840 t, span length 159 m, lifting height ~30 m



Transfer of span onto barges

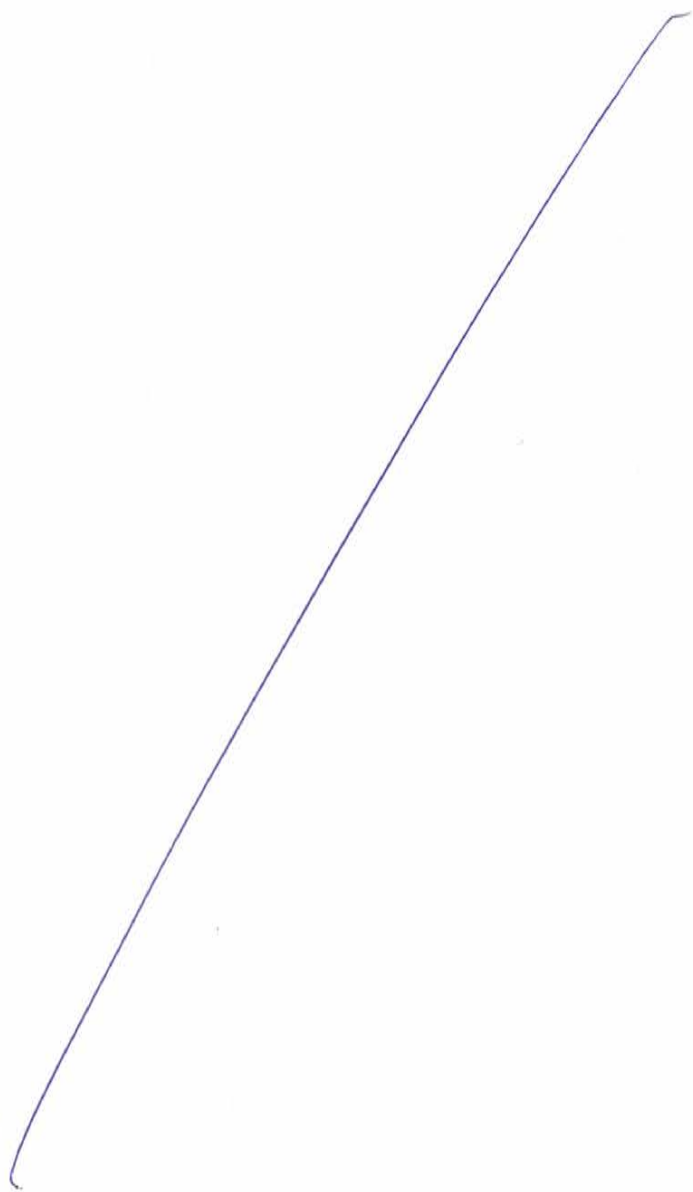


For VSL INDIA PRIVATE LIMITED

Director

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Transfer of span to bridge location



Positioning of span for lift off

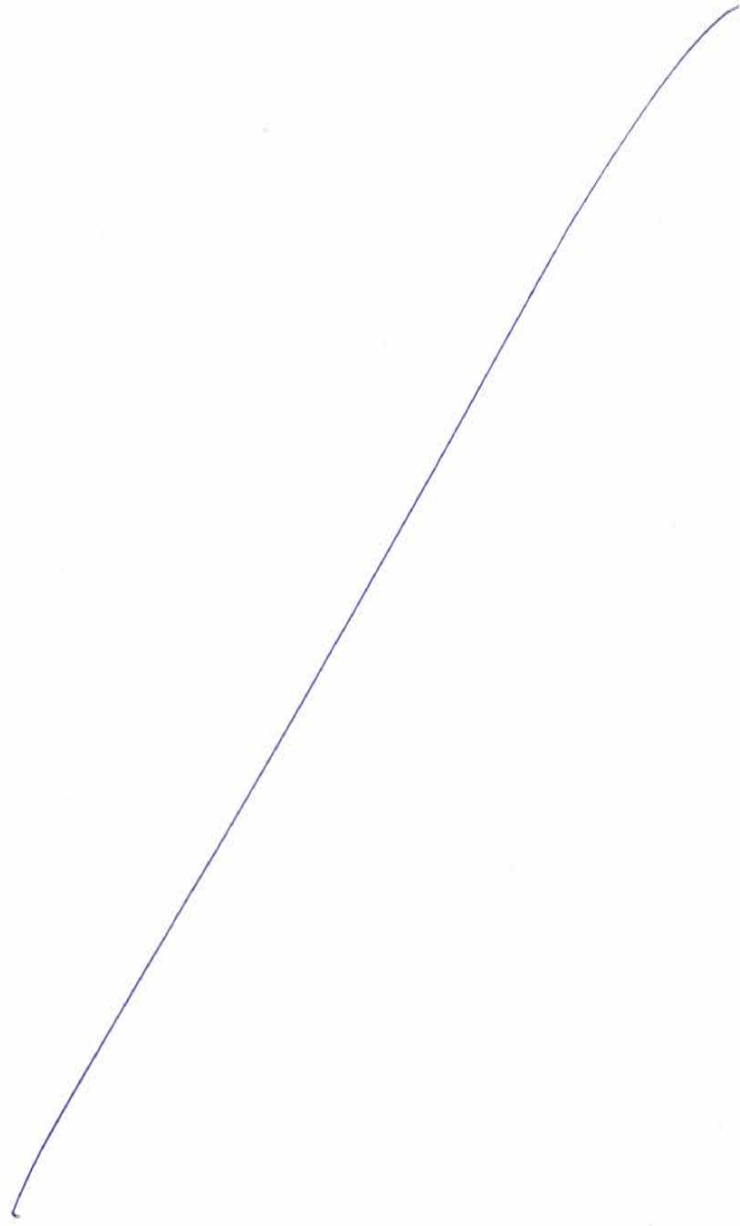


For VSL INDIA PRIVATE LIMITED

[Handwritten Signature]
Director

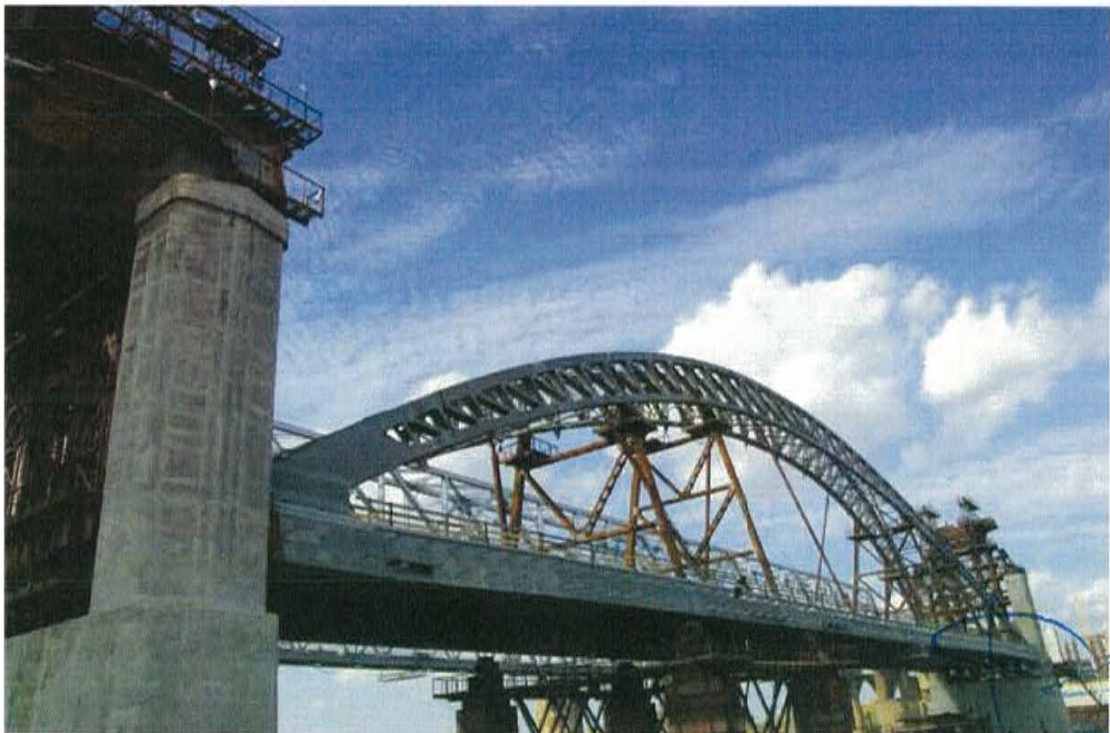
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VSL equipment ready for lift off



Span after lift off

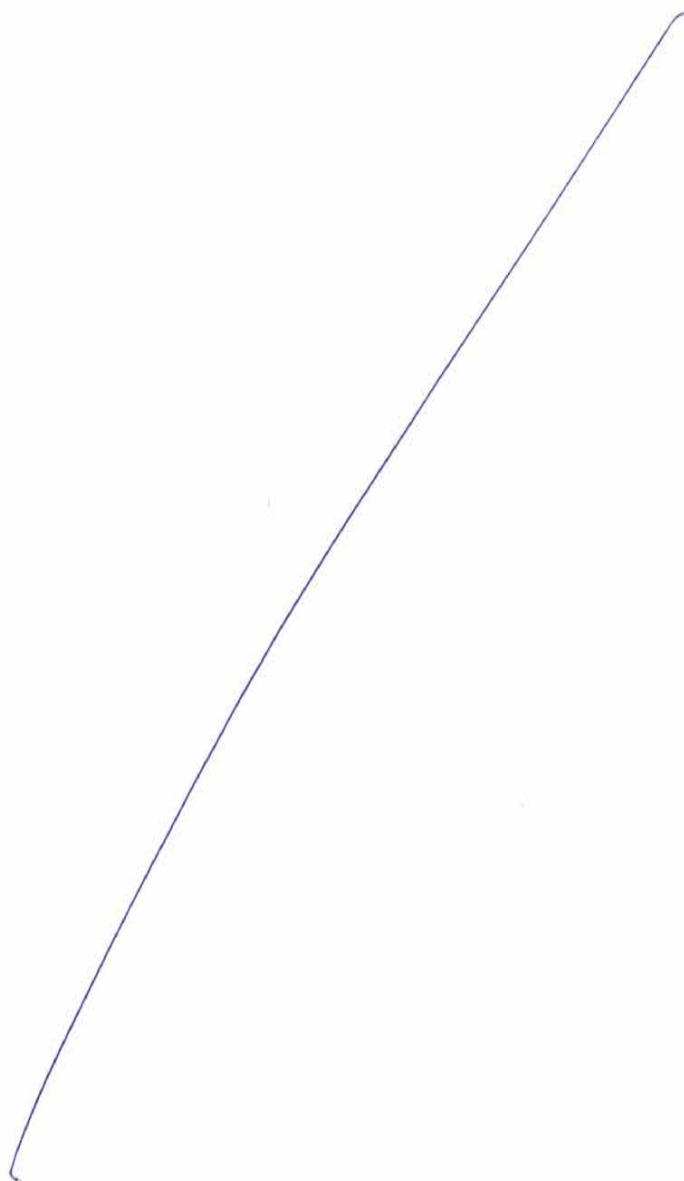


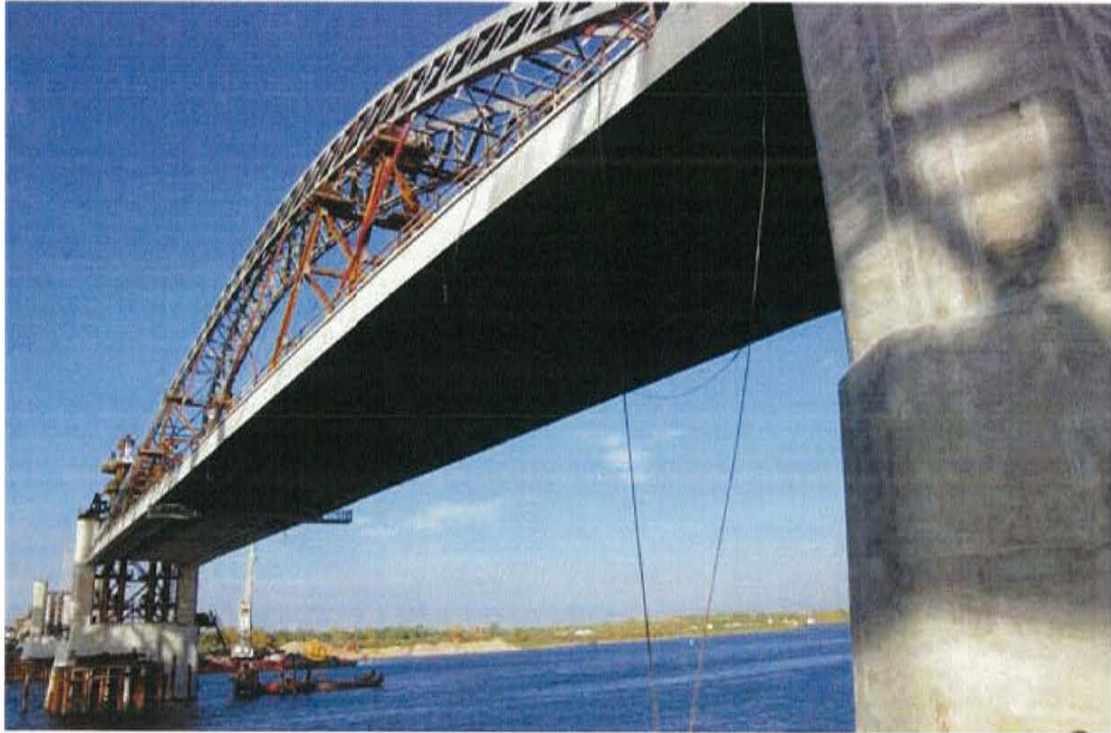
FOR VSL INDIA PRIVATE LIMITED

Director

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Span half way up



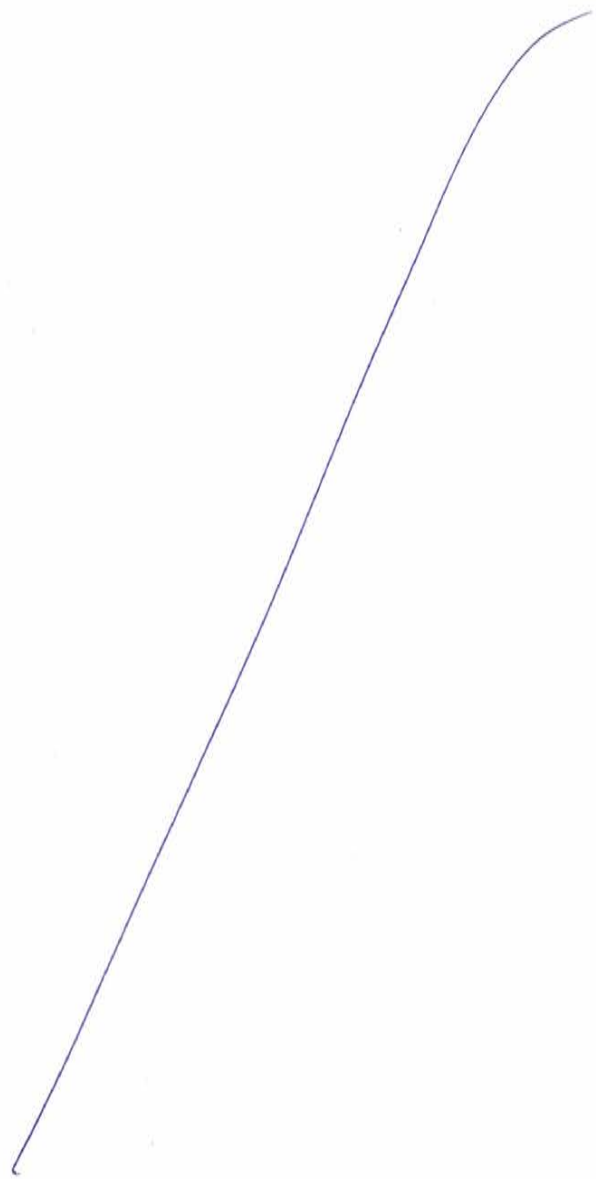
Both spans in final position



OF VSL INDIA PRIVATE LIMITED

[Handwritten Signature]
Director

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Form ELI - 2: Bidder's Party Information

17 JUL 2017

Date: [insert day, month, year]

IFB No.: MMRDA/ENG1/000753

Page [insert page number] of [insert total number] pages

1. Bidder's name :Daewoo-TPL JV
2. Bidder's Party legal name : VSL INDIA PVT LTD
3. Bidder's Party country of registration : INDIA
4. Bidder's Party year of incorporation :1999
5. Bidder's Party legal address in country of registration : 2nd Floor, West Wing, No.21, North Phase, Industrial Estate, Guindy, Chennai - 600 032. Tamil Nadu, India., Phone: +91 44 4225 1111
6. Bidder's Party authorized representative information - Name : Kailash Basita - Address : 2nd Floor, West Wing, No.21, North Phase, Industrial Estate, Guindy,Chennai-32 - Telephone/Fax numbers : +91 44 4225 1111 - Email Address : Kailash.basita@vsl.com
7. Attached are copies of original documents of : <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
9. [Only in case of the proposed specialist Subcontractor] Included is a letter of undertaking to be a specialist Subcontractor to the Bidder.



For VSL INDIA PRIVATE LIMITED

Director



**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

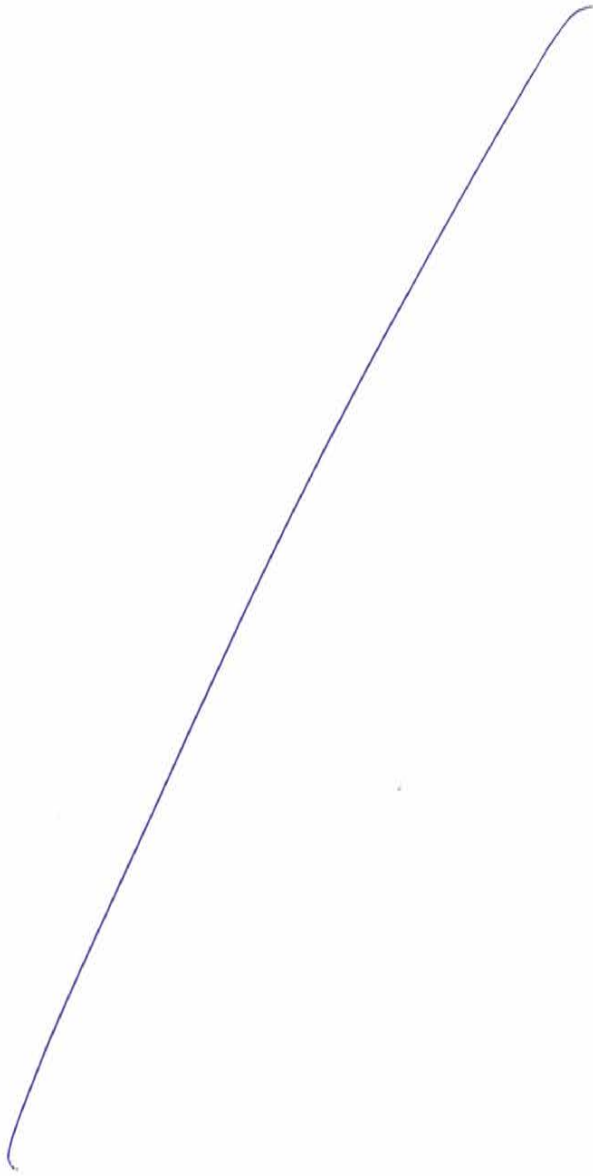
Form ELI - 2: Bidder's Party Information

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THE COMPANIES ACT, 1956
 &
THE COMPANIES ACT, 2013

**MEMORANDUM
 AND
 ARTICLES OF ASSOCIATION
 OF
 VSL INDIA PRIVATE LIMITED**

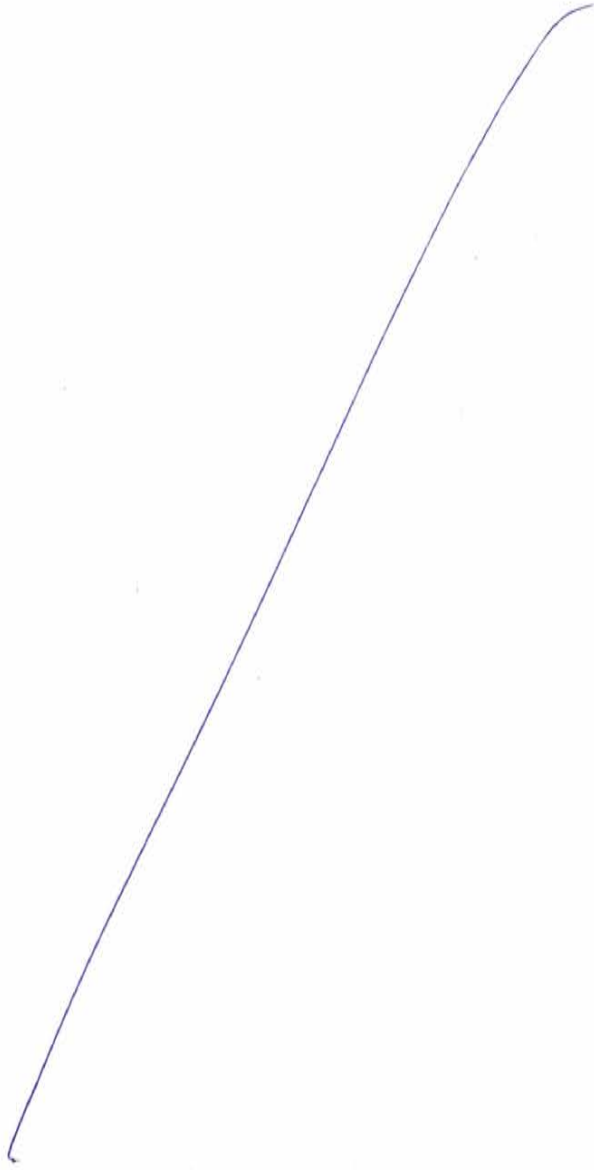


For VSL INDIA PRIVATE LIMITED

[Handwritten Signature]
 Director

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FORM I A.



CERTIFICATE OF INCORPORATION

No. 18-43540 of 1999

I hereby certify that VSL INDIA PRIVATE LIMITED

is this day incorporated under the Companies Act 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at CHENNAI

this ELEVENTH day of NOVEMBER

TWENTIETH KARTIKA
One thousand nine hundred and NINETY NINE
One thousand nine hundred and TWENTY ONE



Deputy (M. CHANDANAMUTHU)
Registrar of Companies
TAMIL NADU



For VSL INDIA PRIVATE LIMITED

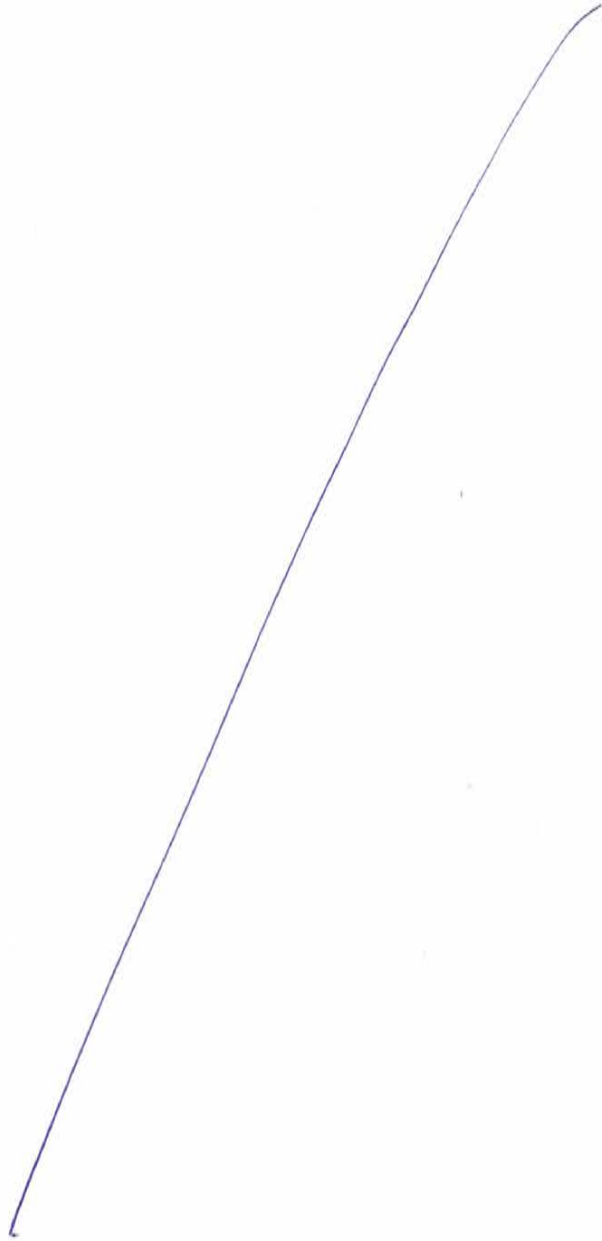
M. Ramesh
Company Secretary



For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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Under the Companies Act, 1956,

Private Company Limited by Shares

**Memorandum of Association
Of
VSL INDIA PRIVATE LIMITED**

- I. The name of the company is VSL INDIA PRIVATE LIMITED.
- II. The Registered Office of the Company will be situated in Tamil Nadu, India.
- III. **A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**
1. To manufacture, distribute, deal in, operate and to act as agents, advisers, consultants and contractors in respect of all manner of pre-stressing and post tensioning system, ground anchor and associated works mainly in power sector like nuclear power plant reactors and infrastructure sector like cable stayed bridges and segmental bridges.
 2. To carry on business as civil, mechanical structural consulting and general engineers.
- B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENTS OF THE MAIN OBJECTS:**
1. To raise money by the issue of shares, stock, debentures, debenture stock, bonds, obligations, deposit notes and otherwise howsoever and to underwrite any such issue.
 2. To make advances upon hold in trust, issue on commission, sell or dispose of any of the investments aforesaid and to act as agent for any of the above or the like purposes.
 3. To carry on business of advisers on problems relating to the administration and organization of industry and business and the training of personnel for industry and business and to carry on all or any of the businesses of industrial business and personnel consultants and to advise upon the means and methods for extending developing and improving all types of businesses or industries and all systems or processes relating to the production, storage, distribution, marketing and sale of goods and/or relating to the rendering of services.
 4. To act as agents or managers in carrying on any business concerns and undertakings and to employ experts to investigate and examine into the condition, management, prospects, value and circumstances of any business, concerns and undertakings and generally of any assets, property or rights of any kind.



For VSL INDIA PRIVATE LIMITED

Manoj K. S. Chavan
Company Secretary



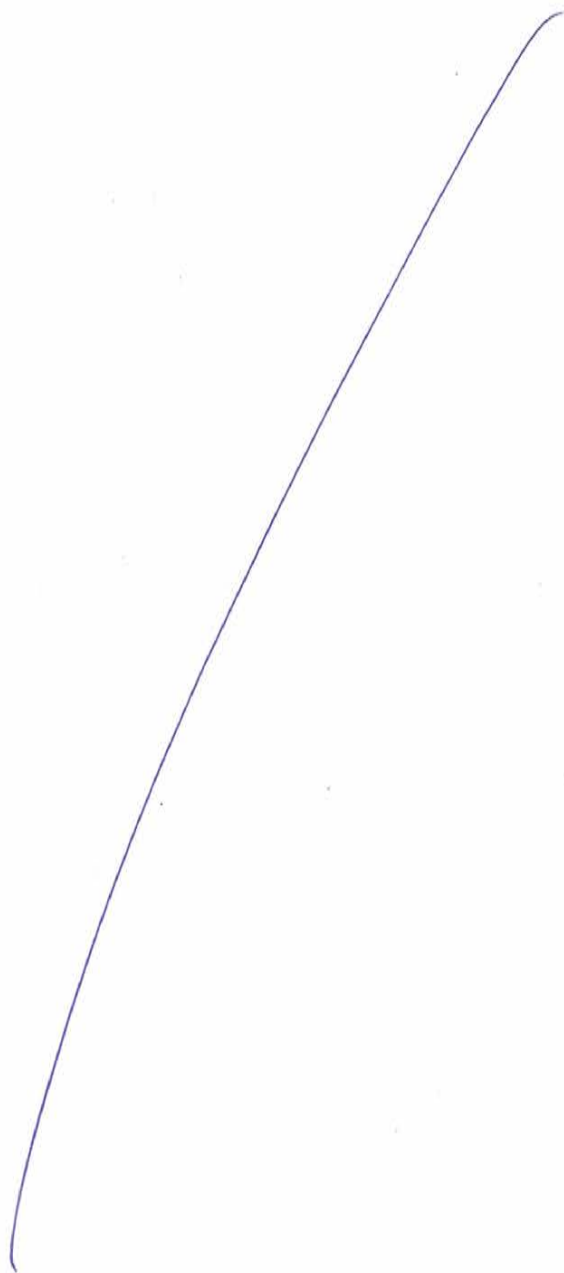
Page 1 of 5



VSL INDIA PRIVATE LIMITED

[Signature]
Director

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5. To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
6. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
7. To apply for purchase or otherwise acquire any patents, patent rights, copyrights, trademarks, formulas, licenses, concessions and the like conferring any exclusive or nonexclusive or limited right to use or any invention which may seem capable of being Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired.
8. To amalgamate or enter into partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint wise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
9. Subject to the provision of the Companies Act, 1956, to take or otherwise acquire and hold shares, debentures or other securities of any other Company.
10. To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
11. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or directors or past employees or directors of the Company or its predecessors in business or the dependents or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.



For VSL INDIA PRIVATE LIMITED

Meer Prakash
Company Secretary



Page 2 of 5

For VSL INDIA PRIVATE LIMITED

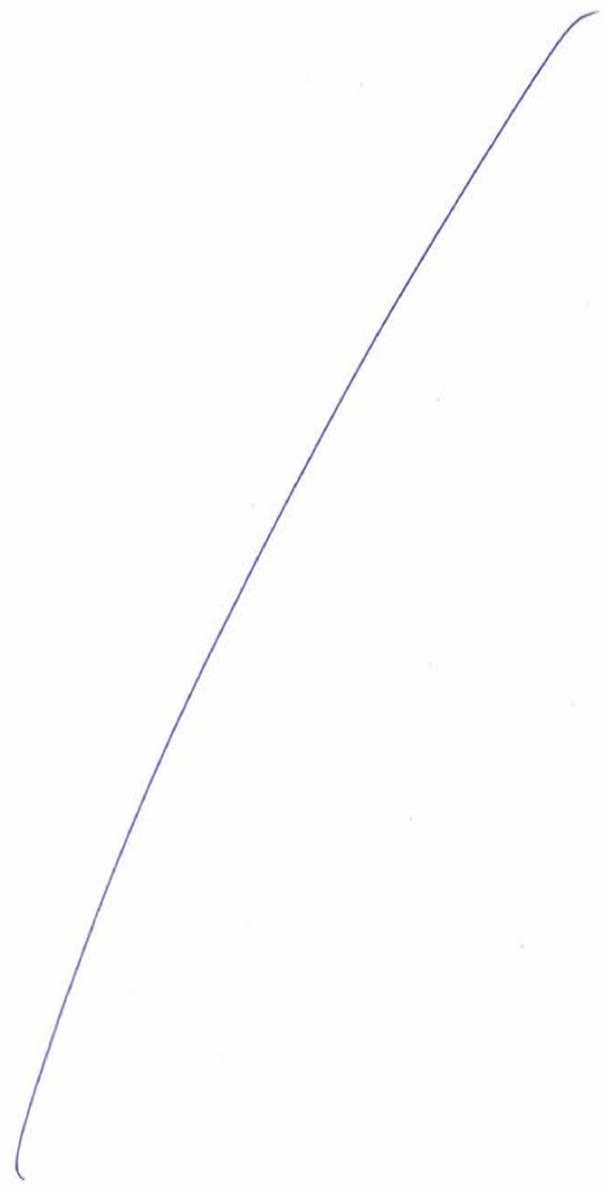
[Signature]
Director



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12. To promote any other company or companies for the purpose of acquiring or taking over all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
13. To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock in-trade.
14. To construct, improve, maintain, develop, work, manage, carry out or control any buildings, works, factories, mills, roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, water-courses, wharves, warehouses, electric works, shops, stores, and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidies or otherwise assist or take part in the construction, improvement; maintenance, development, working, management, carrying out or control thereof.
15. To invest and deal with the money of the Company not immediately required in such manner as may from time to time be thought fit.
16. To lend and advance money or give credit to any person or Company to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any person or company, to secure or undertake in any way the repayment of moneys lent or advance to or the liabilities incurred by any person or Company and otherwise to assist any person or Company.
17. To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital and to purchase, redeem, or payoff any such securities.
18. To remunerate any person or Company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the organization, formation or promotion of the Company or the conduct of its business.
19. To draw, make accept, endorse, discount, execute and issue promissory note, bills of exchange, bills of lading, and other negotiable transferable instruments.



For VSL INDIA PRIVATE LIMITED

Meerjishu
Company Secretary



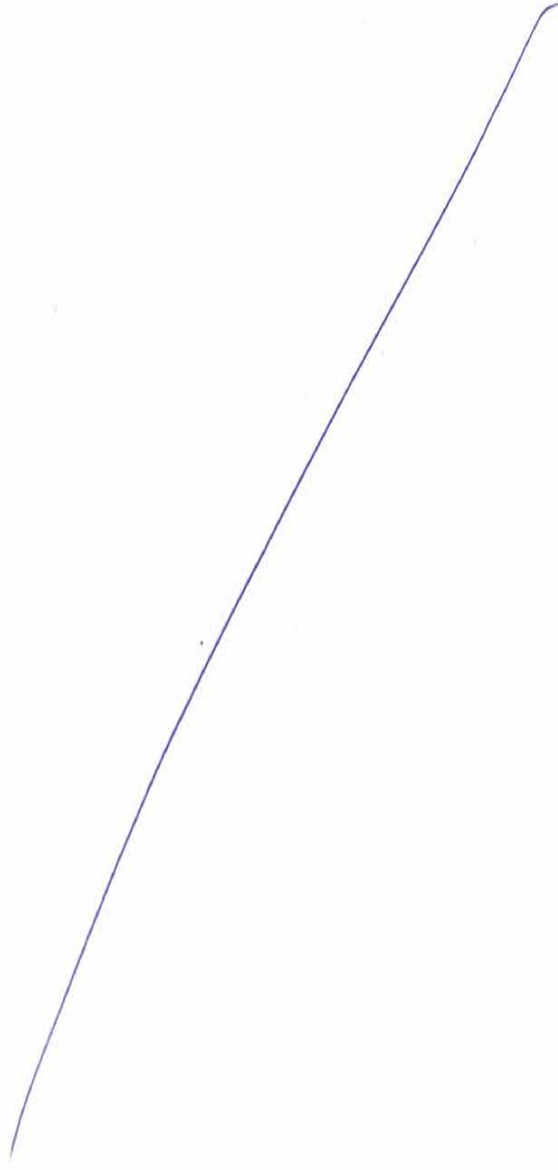
Page 3 of 5

For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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20. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for share debentures or securities of any other Company having objects altogether or in part similar to those of the Company.
21. To adopt such means of making known and advertising the business and products of the Company as may seem expedient.
22. To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, license, power, authority franchise, concession, right, or privileges which any Government or authority or any corporation or other public body may be empowered to grant and to pay for, aid in, and contribute towards carrying the same into effect and to appropriate any of the Company's shares, debentures or other securities -and assets to defray the necessary costs, charges and expenses thereof.
23. To apply for, promote and obtain any statute order, regulation or authorization or enactment which may seem calculated directly or indirectly to benefit the Company, and to oppose any bills, proceedings or applications, which may seem calculated directly or indirectly to prejudice the Company's interests.
24. To procure the Company to be registered or recognized in any country or place outside India.
25. To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of Company.
26. To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
27. To distribute any of the property of the Company among the members in kind or otherwise but so that no distribution amounting to a reduction of capital shall be made without the sanction required by law.
28. To take or hold mortgages, liens, and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company from purchasers and others.

C. OTHER OBJECTS :

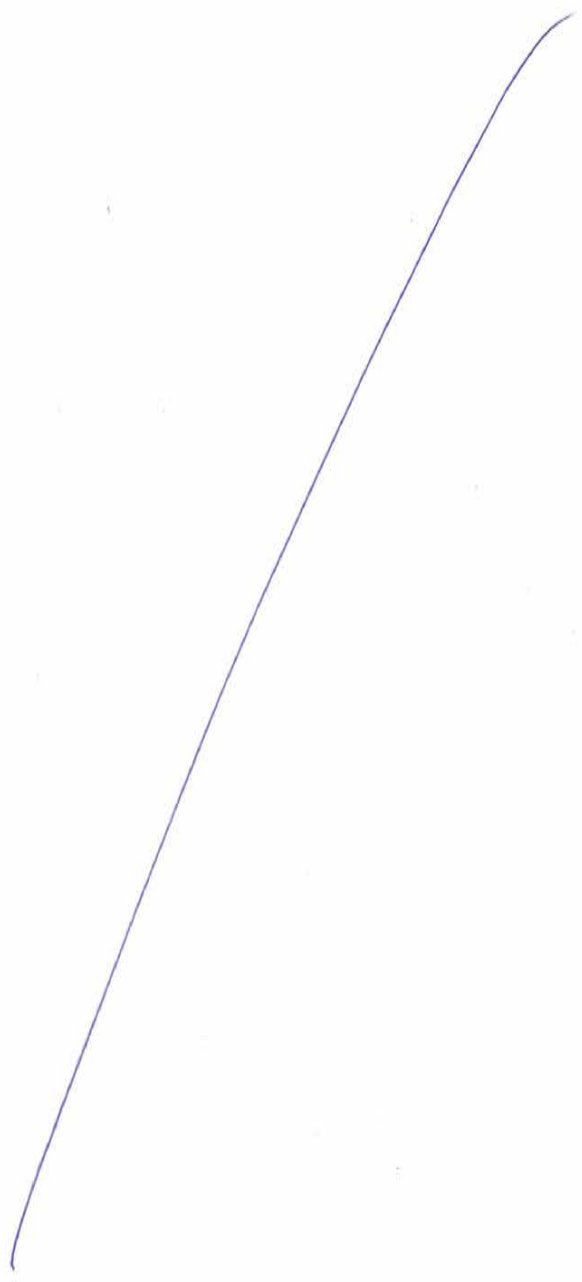
1. To purchase and sell from any persons freehold or other house property, building or lands or otherwise the general business of a land agent.

Member Secretary




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IV. THE LIABILITY OF THE MEMBERS IS LIMITED.

- V. The Authorized Share Capital of the Company is Rs. 62,50,00,000/- (Rupees Sixty Two Crores and Fifty Lakhs only) divided into 6,25,00,000 (Six Crores and Twenty Five Lakhs) Equity Shares of Rs.10/- (Rupees Ten) each with powers to increase or reduce the capital and divide the shares in the capital of the Company for the time being into several classes and attach thereto such rights, privileges and conditions as may be determined by or in accordance in such manner as may from time to time, be allowed as per the provisions of the Companies Act, 2013 as may be applicable."(ALTERED BY THE RESOLUTION PASSED AT THE EGM HELD ON 05.12.2014)
- VI. We the several persons, whose names and addresses are hereunto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum Of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sl. No.	Signature, Name, Address, Description and Occupation of Subscribers	No. of equity shares taken by each subscriber	Signature, name, address, description and occupation of Witness
1.	Sd/- S.S. MANI S. S. Mani B.Com, F.C.A., Director Taxation, Fraser & Ross, Chartered Accountants, 4A, Kences Towers, North Usman Road, Chennai 600 017. S/o P.V. Sankaranarayana Ayyar Professional CHARTERED ACCOUNTANT	50 (Fifty Only)	Sd/- N. VELA YUTHAN N. Velayuthan, Ist Floor, R.A. Building Annexe, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai 600008. S/o V. Nagappan COMPANY EXECUTIVE
2.	Sd/- RAJAMANI MUTHUGANESAN Rajamani Muthuganesan, 1st Floor, R.A. Building Annexe, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai 600 008. S/o Singaram Rajamani COMPANY EXECUTIVE TOTAL	500 (Five Hundred Only) 550	 (Five hundred and fifty only)

Date: 5th November, 1999

Place: Chennai.

For VSL INDIA PRIVATE LIMITED


 Company Secretary

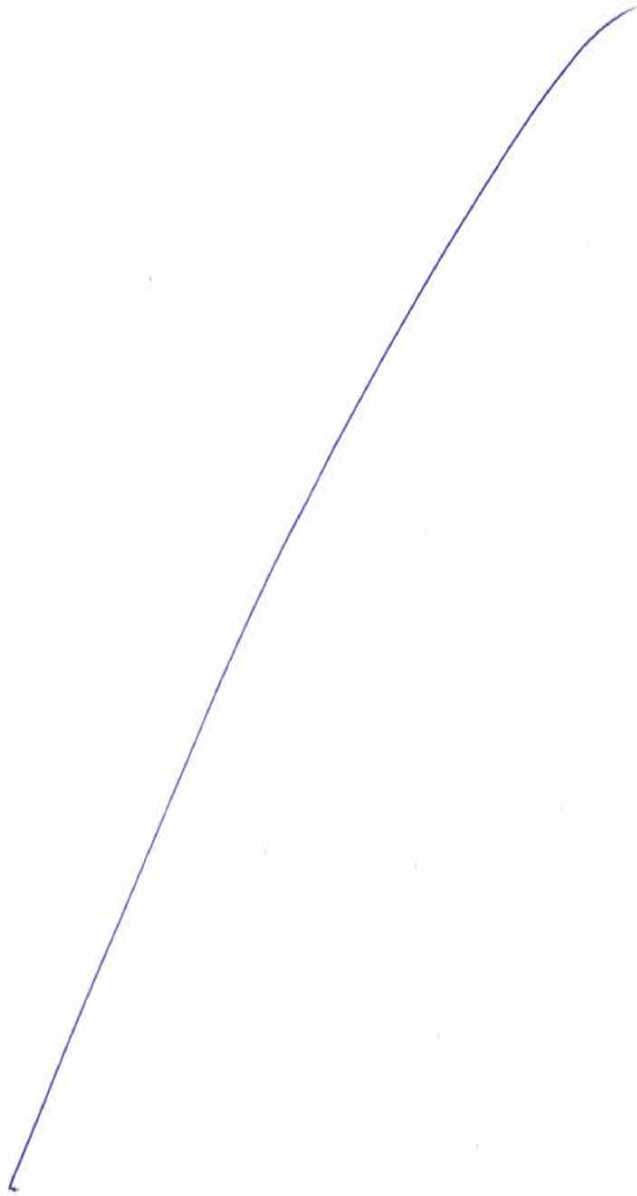

Page 5 of 5

For VSL INDIA PRIVATE LIMITED


 Director

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(THE COMPANIES ACT, 2013)
 (COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
VSL INDIA PRIVATE LIMITED

I. PRELIMINARY

1. The Regulations contained in Table "F" in the Schedule I to the Companies Act, 2013, shall apply to the Company except in as far as otherwise expressly incorporated hereinafter.

II. INTERPRETATION

2. (i) In these Regulations:-

- (a) "Company" means **VSL INDIA PRIVATE LIMITED**.
 (b) "Office" means the Registered Office of the Company.
 (c) "Act" means the Companies Act, 2013, and any statutory modification thereof.
 (d) "Seal" means the Common Seal of the Company.
 (e) "Directors" means the Directors of the Company and includes persons occupying the position of the Directors by whether names called.

(ii) Unless the context otherwise requires, words or expression contained in these Regulations shall bear the same meaning as in the Act or any Statutory modification thereof in force.

III. PRIVATE COMPANY

3. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:-

- (i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
 (ii) except in case of One Person Company, limits the number of its members to two hundred.

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:
 Provided further that—

- (A) persons who are in the employment of the company; and
 (B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be

For VSL INDIA PRIVATE LIMITED

Manoj Kumar
 Company Secretary

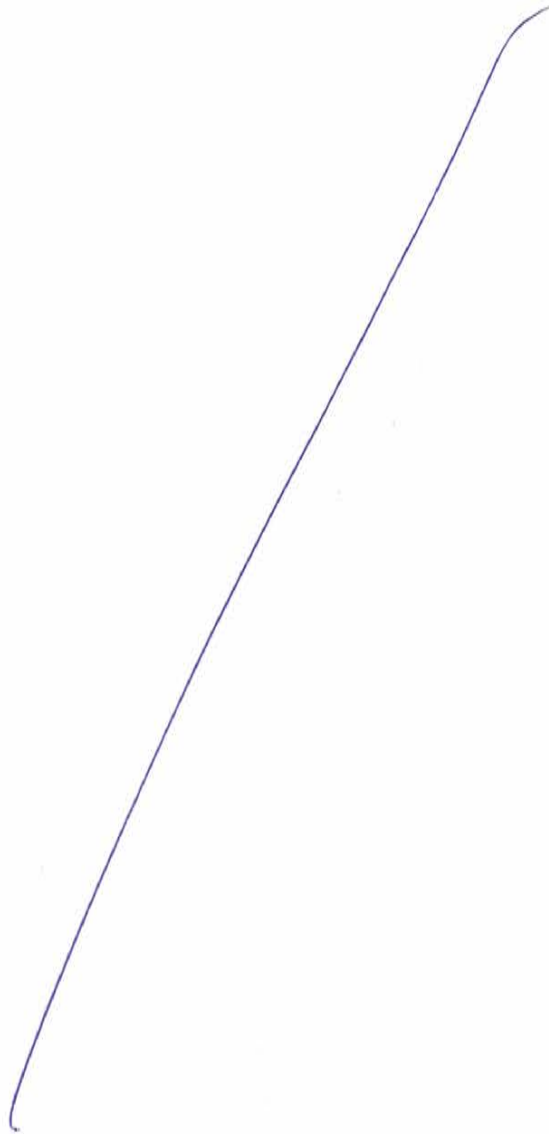


Page 1 of 19



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members after the employment ceased, shall not be included in the number of members; and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

IV. CAPITAL

4. The Authorised Share Capital of the Company is as mentioned in Clause V of the Memorandum of Association of the Company with power of the Board of Directors to sub-divide, consolidate and increase and with power from time to time, issue any shares of the original capital with and subject to any preferential, qualified or special rights, privileges or conditions as may be, thought fit, and upon the sub-division of shares apportion the right to participate in profits in any manner as between the shares resulting from sub-division.

5. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

6. Further to the Board of Directors approval, the Directors may allot and issue shares in the Capital of the Company on full payment or part payment or for any property, goods or machinery supplied, sold or transferred or for services rendered to the Company.

7. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon the request of share holders after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

8. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the




For VSL INDIA PRIVATE LIMITED

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Company Secretary

For VSL INDIA PRIVATE LIMITED

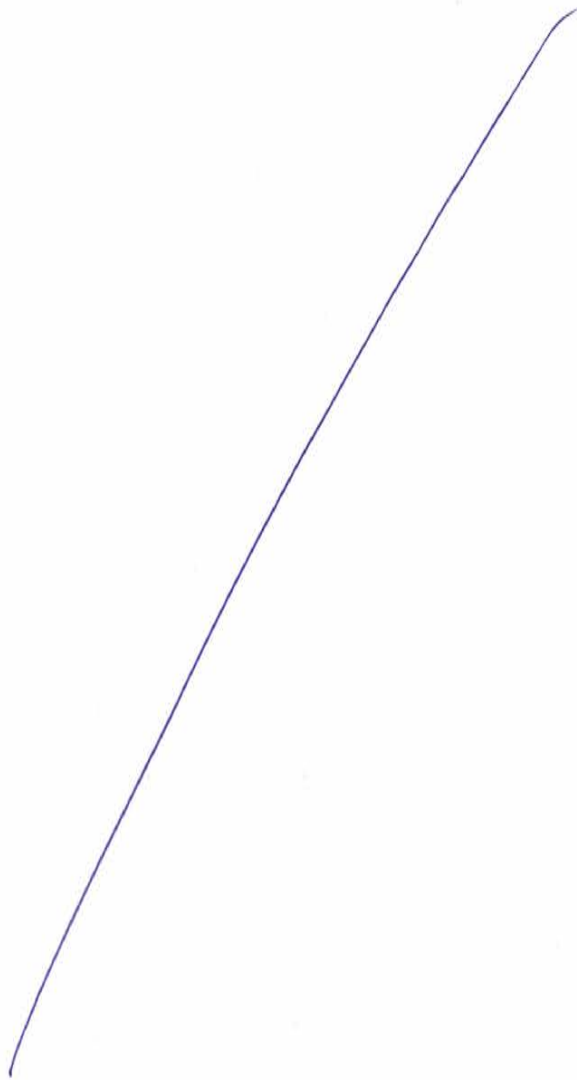
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Director

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satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles 7 and 8 shall *mutatis mutandis* apply to debentures of the company.

9. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

10. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

11. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

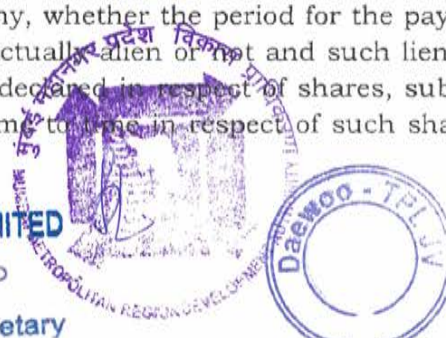
12. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

V. LIEN

13. The Company shall have a first and paramount lien upon all the shares (not being a fully paid up share) registered in the name of such member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts, liabilities and engagements (whether presently payable or not) solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually ~~alien or not~~ and such lien shall extend to all dividends, from time to time, declared in respect of shares, subject to section 124 and bonuses declared from time to time in respect of such shares under the Act.

For VSL INDIA PRIVATE LIMITED

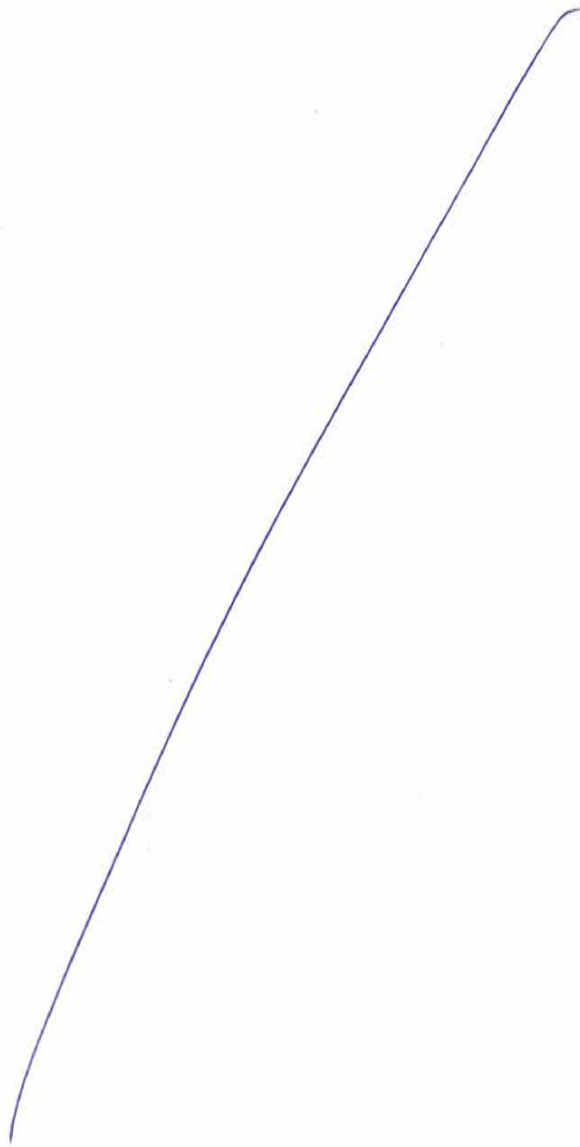
Manoj Kumar
Company Secretary



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The Board of Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this clause.

VI. CALLS ON SHARES AND TRANSFER OF SHARES

14. The Directors are empowered to make call on members of any amount payable at a time fixed by them.

15. Any member desiring to sell any of his shares must notify the Board of Directors of the number of shares, the fair value and the name of the proposed transferee, and the Board of Directors must offer to the other shareholders the shares offered at the fair value, and if the offer is accepted, the shares shall be transferred to the acceptor; and if the shares or any of them are not so accepted within one month from the date of notice to the Board of Directors the members proposing transfers shall, at any time within three months, afterwards, be at liberty, subject to Article 16 and 17 hereof, to sell and transfer the shares to any person at the same or at higher price.

In case of any dispute, regarding the fair value of the shares it shall be decided and fixed through the way of Valuation of shares by the Company's Auditor duly considered and approved by the Board of Directors whose decision shall be final .

16. No transfer of shares shall be made or registered without the previous approval of the Board of Directors.

17. The Directors may refuse to register any transfer of share (1) where the Company has a lien on the share, or (2) where the share is not a fully paid up share, subject to Section 58 and 59 of the Companies Act, 2013.

18. Subject to Section 58 and 59 of the Act, the Directors may in their discretion, without assigning any reason, refuse to register the transfer of any shares to any person, whom it shall, in their opinion, be undesirable in the interest of the Company to admit to membership.

19. The instrument of transfer must be accompanied by the certificates of shares.

VII. TRANSMISSION OF SHARES

20. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.

(ii) Nothing in clause (i) shall release the estate of a withdrawing joint holder from any liability in respect of any share which had been jointly held by him with other persons.

21. (i) Any person becoming entitled to a share in consequence of the withdrawing for whatever reason or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect either

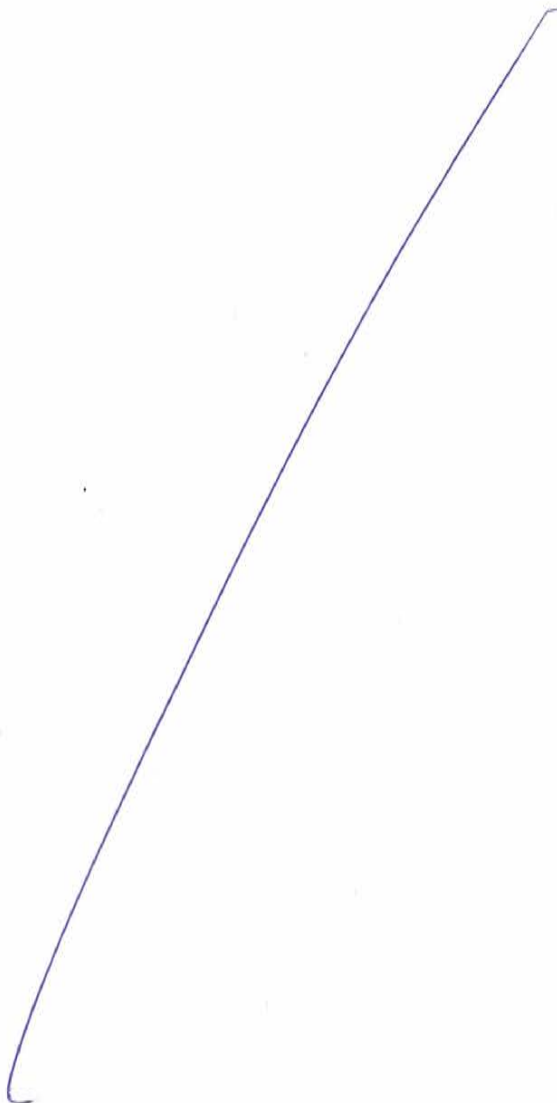
For VSL INDIA PRIVATE LIMITED

Meeraj Sehw
Company Secretary

VSL INDIA PRIVATE LIMITED

[Signature]
Director

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(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the withdrawing or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

22. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

23. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

VIII. FORFEITURE OF SHARES

24. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

25. The notice aforesaid shall—

(a) Name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.



For VSL INDIA PRIVATE LIMITED

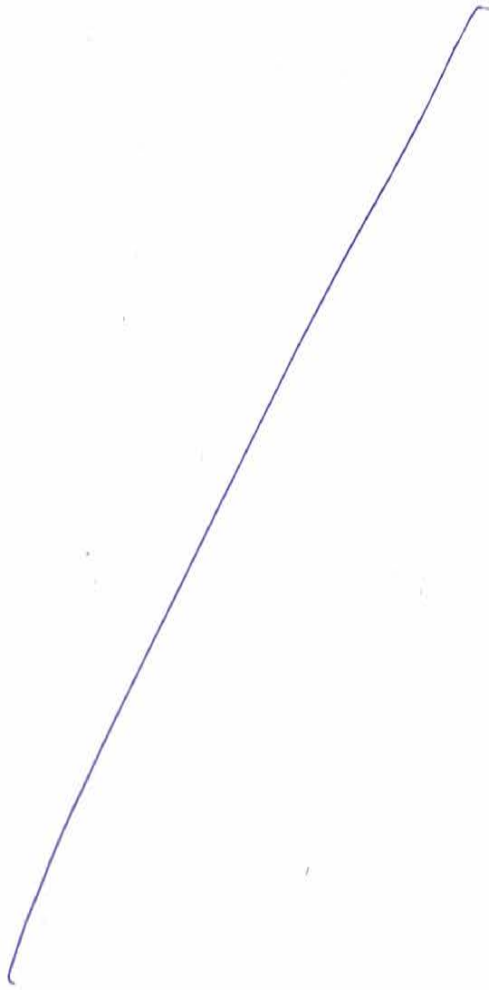
Company Secretary



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26. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

27. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

28. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

29. (i) A duly verified declaration in writing that the declared is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

(iii) The transferee shall thereupon be registered as the holder of the share.

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

30. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

IX. ALTERATION OF CAPITAL

31. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in there solution.

32. Subject to the provisions of section 61 the company may, by ordinary resolution,—

For VSL INDIA PRIVATE LIMITED

Manoj Kumar
Company Secretary



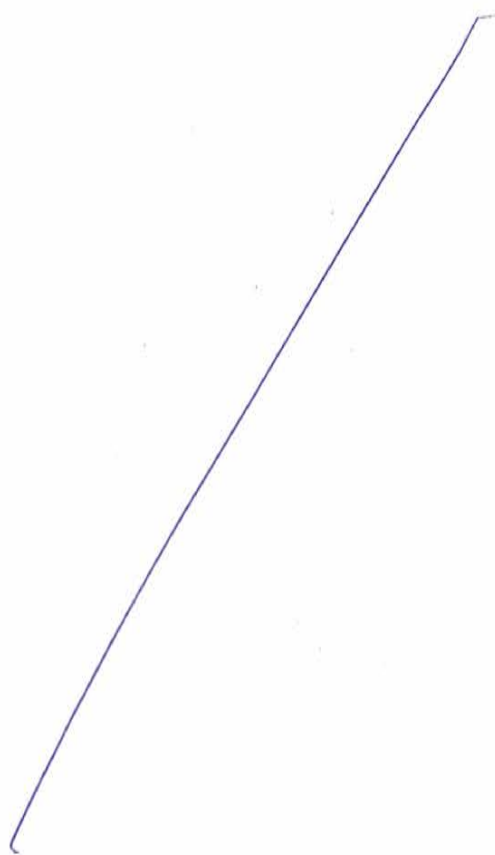
For VSL INDIA PRIVATE LIMITED

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Director



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(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

33. Where shares are converted into stock,—

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

34. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—

(a) Its share capital;

(b) Any capital redemption reserve account; or

(c) Any share premium account.

X. CAPITALISATION OF PROFITS

35. (i) The company in general meeting may, upon the recommendation of the Board, Resolve—

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

For VSL INDIA PRIVATE LIMITED

Murphy K. S. S.
Company Secretary

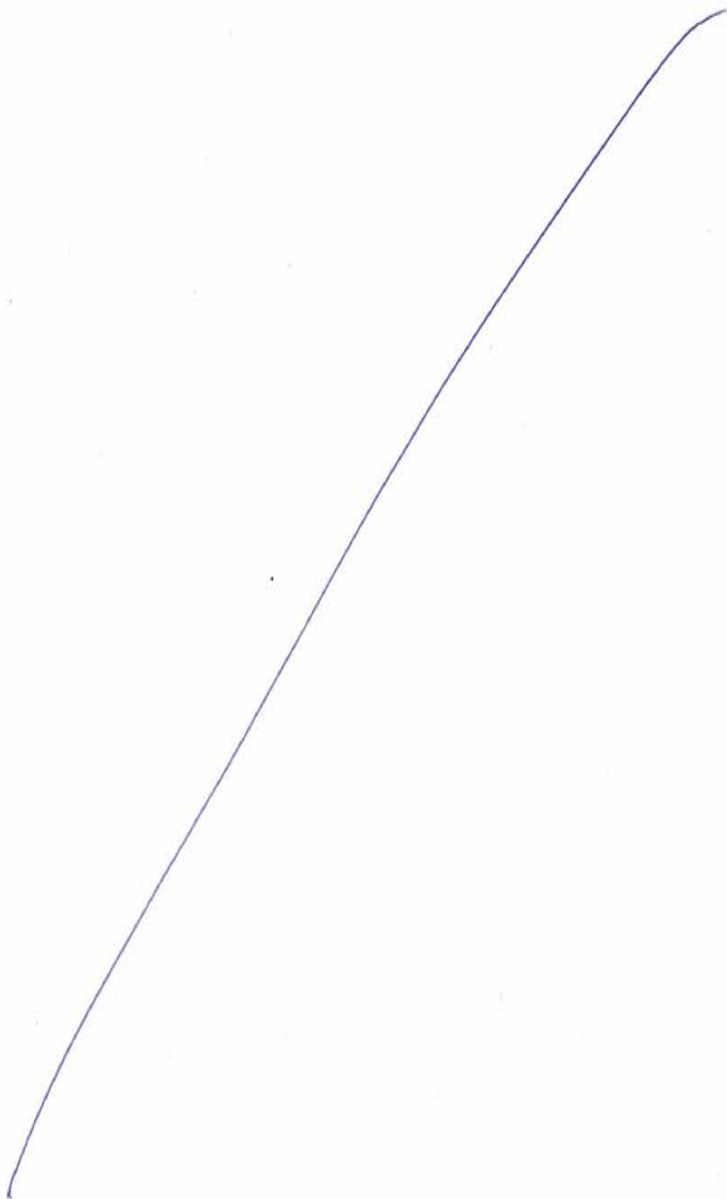
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(b) that such sum be accordingly set free for distribution in the manner specified in clause 36 (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) Paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions afore said;

(C) Partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

36. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable infractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.



For VSL INDIA PRIVATE LIMITED

Manjiv Sahu
Company Secretary

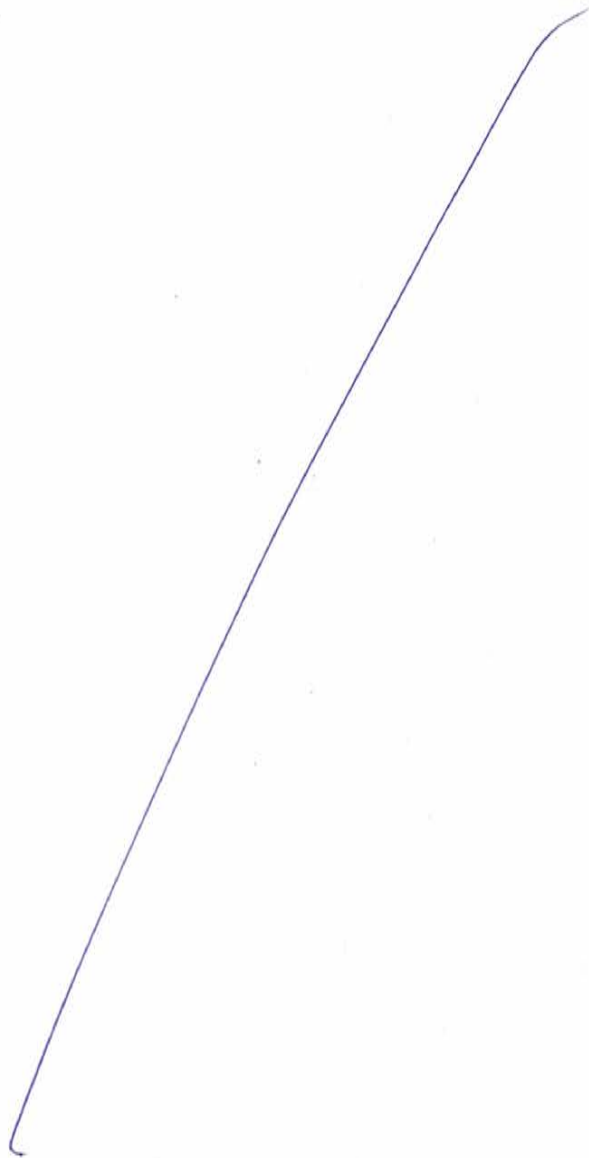
For VSL INDIA PRIVATE LIMITED

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Director

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XI. BUY-BACK OF SHARES

37. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

XII. GENERAL MEETING

38. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

39. (i) The Board of Directors may, whenever it deems fit, call an Extraordinary General Meeting, subject to the provision laid down in Section 100 of the Companies Act, 2013.

(ii) If at any time they are not within India, Directors capable of acting who are sufficient in number to form a quorum, any Director or any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board of Directors.

(iii) Any General Meeting may be called by giving to the members clear Twenty One days notice or a shorter notice, if consent thereto is given by members in accordance with the provisions laid down under section 101 and 102 of the Companies Act, 2013.

(iv) The Notice of general meeting may be given either in writing or through electronic mode.

XII. PROCEEDINGS AT GENERAL MEETING

40. (i) No business shall be transacted at any General Meeting unless quorum of members as specified under section 103 of the Companies Act, 2013 is present at the time when the meeting proceeds to transact business.

(ii) Minimum two members present in person shall be a quorum.

41. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.

42. If there is no such Chairman or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be the Chairman of the meeting.

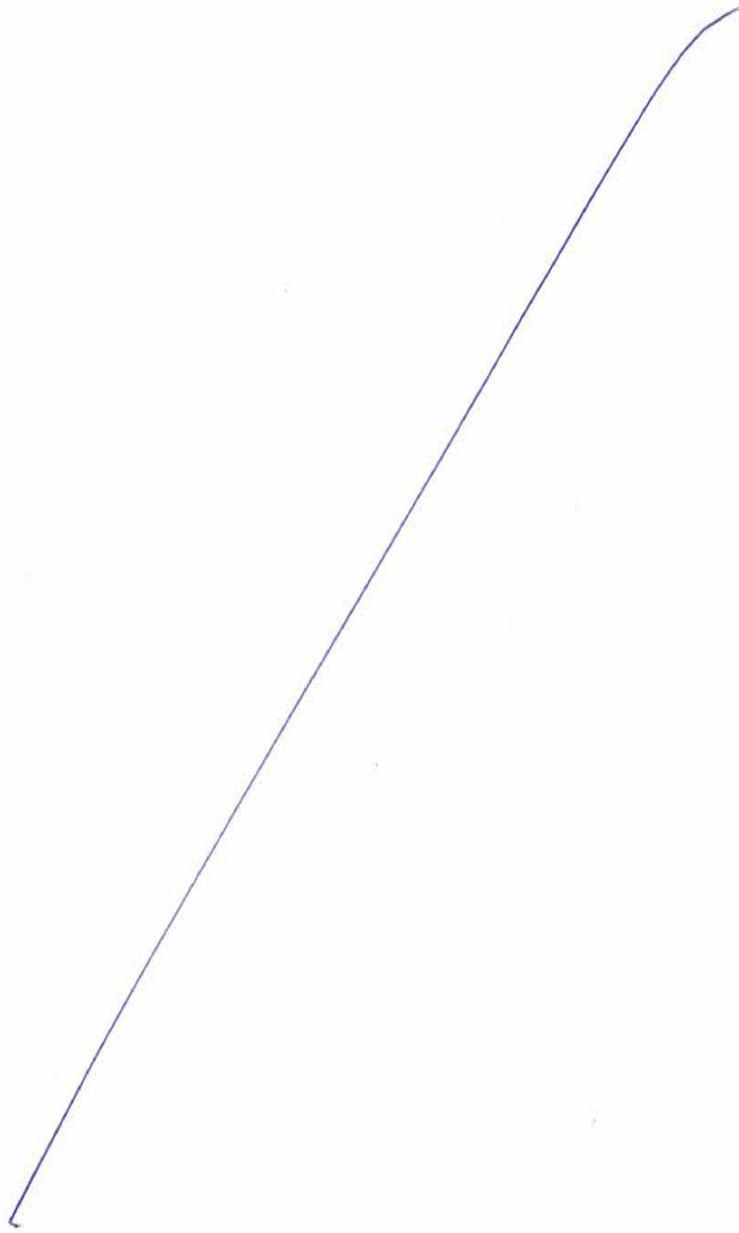
43. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 (Fifteen) minutes after the time appointed for holding the

For VSL INDIA PRIVATE LIMITED

 Company Secretary



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meeting, the members present shall choose one of their members to be Chairman of the meeting.

XIII. ADJOURNMENT OF MEETING

44. (i) The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meetings, from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at the adjourned meeting.

XIV. VOTING RIGHTS

45. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(a) on a show of hands, every member present in person shall have one vote;

and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

46. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

47. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

48. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

49. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.

50. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

For VSL INDIA PRIVATE LIMITED

Manoj K. Jha
Company Secretary

मुंबई महानगर प्रदेश विकास प्राधिकरण
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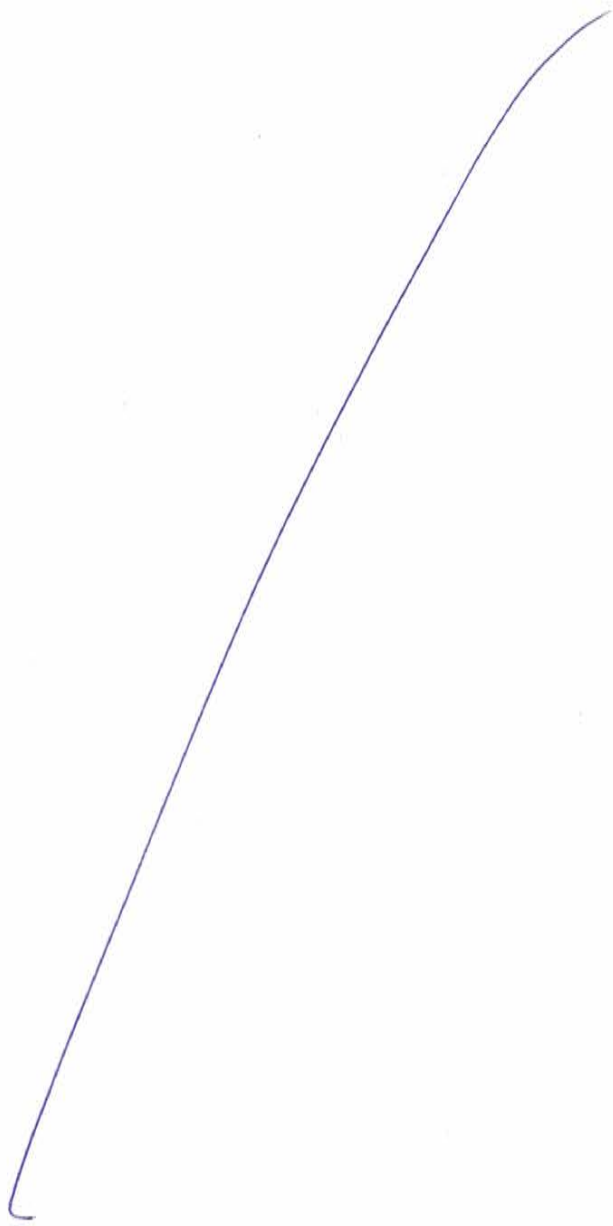
VSL INDIA PRIVATE LIMITED

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Director



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51. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

52. A Member being a Body Corporate (whether a company within the meaning of the said Act or not) may by resolution of its Board of Directors or Power of attorney or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company. A person authorised by resolution/POA as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the Body Corporate which he represents as that body could exercise if it were a member, creditor or holder of debentures of the Company.

XV. PROXY

53. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

54. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

XVI. DIRECTORS

55. The business of the Company shall be managed by the Directors who may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company as are not restricted by the Act or any statutory modification thereof for the time being in force or by these Articles required to be exercised by the Company in general meeting, subject nevertheless, to any regulations of these Articles, to the provisions of the Act, and to such regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting. Nothing shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

56. The number of Directors shall not be less than two and not more than fifteen.

57. No person shall be elected as Director (except as first Director or a Director appointed by Directors) unless seven days notice shall have been left at the Registered Office of the Company of the intention to propose him together with a notice in writing signed by himself signifying his willingness to be elected.

For VSL INDIA PRIVATE LIMITED

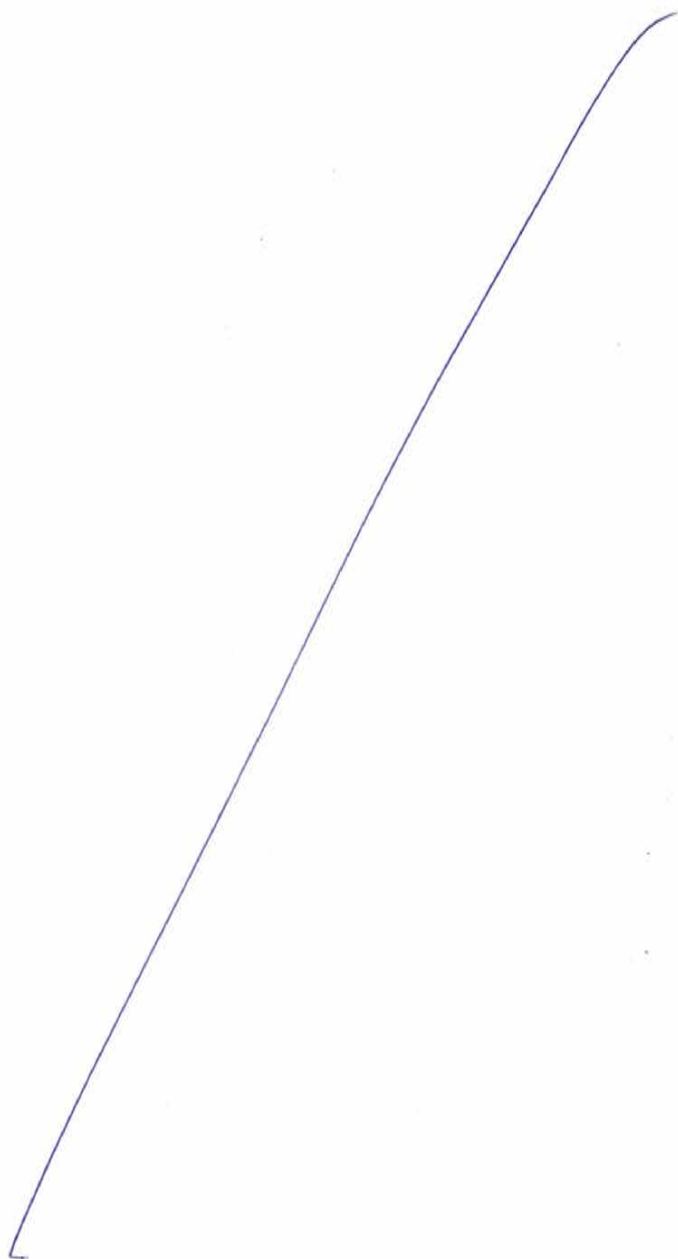
Manoj Kishore
Company Secretary



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58. The Directors need not hold any qualification shares in the Company.

59. (a) Subject to the provisions of the Companies Act, 2013 and the Rules framed there under, each Director shall receive out of the funds of the Company by way of sitting fees for his services a sum not exceeding the sum prescribed under the Act for every meeting of the Board of Directors or Committee thereof attended by him.

(b) The Directors may also be paid travelling and other expenses for attending and returning from meetings of the Board of Directors (including hotel expenses) and any other expenses properly incurred by them in connection with the business of the Company.

(c) The Directors may be remunerated for any extra services done by them outside their ordinary duties as Directors subject to the provisions in the Companies the Act, 2013.

60. Subject to the provisions in the Companies Act, 2013, if any Director, being willing shall be called upon to perform extra services for the purposes of the Company, the Company shall remunerate such Directors by such fixed sum or percentage of profits or otherwise as may be determined by the Board of Directors and such remuneration may be either in addition to or in substitution for his remuneration provided above.

61. Subject to the provisions of Companies Act, 2013 the remuneration of Directors may be a fixed or a particular sum or a percentage of the net profits or otherwise. The said sum shall be fixed by the Board of Directors, from time to time but only proposed by the Board of Directors and ratified by a ordinary resolution of the share holders if all the directors are interested in such extra services

62. Subject to the compliance of the provisions of disclosure of interest as provided under the Companies Act,2013, no Directors shall be disqualified by his office from contracting with the Company, nor shall any such contract entered into by or on behalf of the Company in which any Director shall be in any way interested nor shall any Director contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his/her interest must be disclosed by him/her at the meeting of the Directors at which the contract is determined if his/her interest then exists or in any other case, at the first meeting of the Directors after he/she acquires such interest.

63. The Directors may appoint any person to be an alternate Director to act for a Director (hereinafter in this Articles called the original Director) during his absence for a period not less than three months from the State in which meetings of the Directors are ordinary held, but such alternate Director shall, ipso facto vacate office if and when the original Director returns to the State in which the meetings of the Directors are ordinarily held, subject to Section 61 of the Companies Act, 2013.



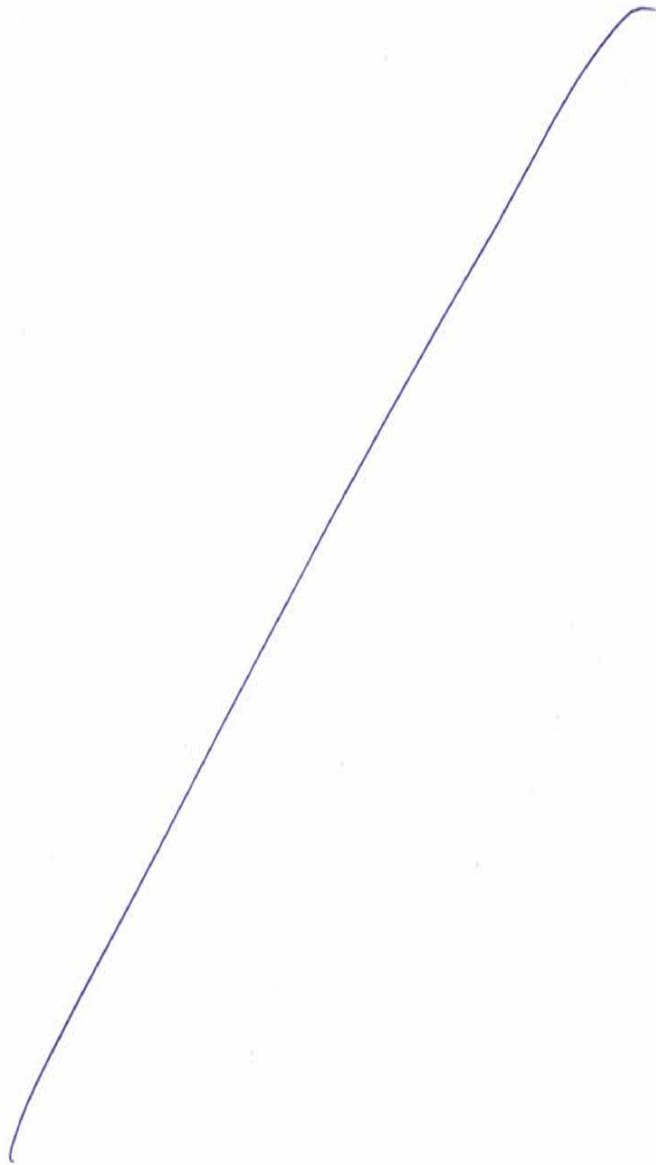
For VSL INDIA PRIVATE LIMITED

Manoj Kumar
Company Secretary

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Director

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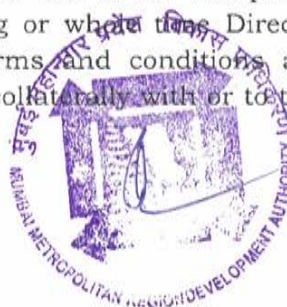
- 64.** The Directors shall not be liable to retire from the office by rotation.
- 65.** The Board of Directors may, from time to time, by ordinary resolution increase or reduce the number of Directors within the limits specified in Article 56.
- 66.** Subject to Sections 161, 180 of the Companies Act, 2013 the Directors shall have the power, at any time and from time to time, to appoint any person as Additional Directors in addition to the existing Directors so that the total number of Directors shall not at any time exceed the number fixed for Directors in these Articles. Any Director so appointed, shall hold office only until the next following Annual General Meeting, but shall be eligible thereat for election as Director
- 67.** Subject to the provisions in Section 169 of the Companies Act, 2013 the Company may remove any Director including the Managing Director, if any, before the expiration of the period of his office, notwithstanding any thing contained in these regulations or in any agreement between the Company and such Director. Such removal shall be without prejudice to any contract of service between him and the Company.
- 68.** If a Director appointed by the Company in general meeting, vacates office as a Director before his term of office would expire in the normal course, the resulting casual vacancy may be filled up by the Board of Directors at a meeting of the Board of Directors but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if vacancy had not occurred, provided that the Board of Directors may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article No. 67.
- 69.** Section 167/168 of the Companies Act, 2013 shall apply, regarding vacation of office by Director. A Director shall also be entitled to resign from the office of Directors from such date as he may specify while so resigning.

XVII. MANAGING DIRECTOR OR WHOLE TIME DIRECTOR

- 70.** The Board of Directors may, from time to time, appoint one or more of their body to the office of the Managing Director or whole time Director for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment will be automatically terminated if he ceases to be a Director.
- 71.** A Managing or whole time Director may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in other) as the Board of Directors may determine.
- 72.** The Board of Directors, subject to Section 180 of the Companies Act, 2013 may entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of

For VSL INDIA PRIVATE LIMITED

 Company Secretary

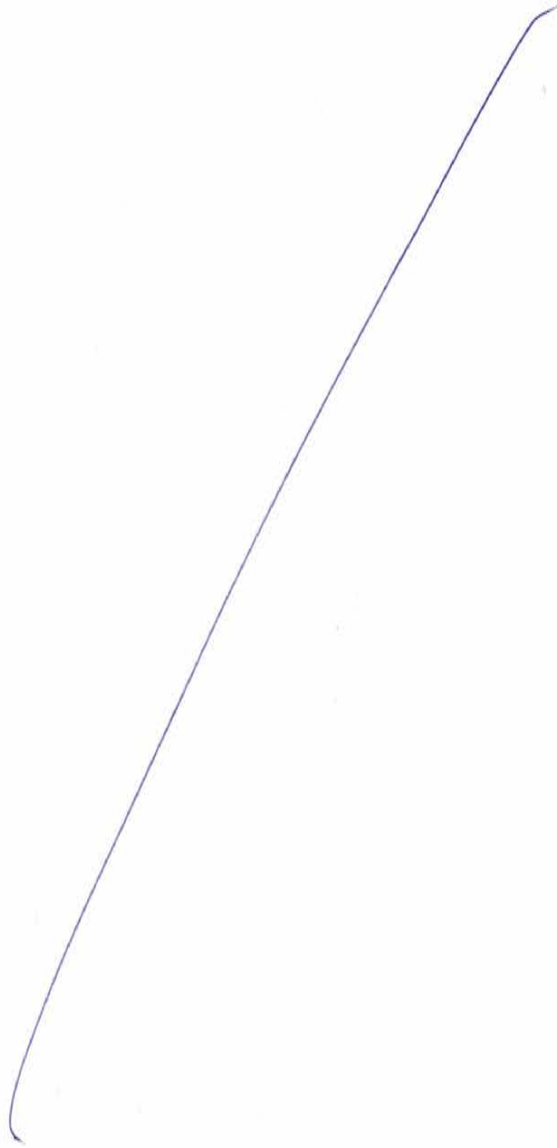


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their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

XVIII. PROCEEDINGS OF THE BOARD

73. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

74. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

75. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

76. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of the meeting.

77. All acts done by any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

78. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be as valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

XIX. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

79. Subject to the provisions of the Act,—

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon

For VSL INDIA PRIVATE LIMITED

 Company Secretary

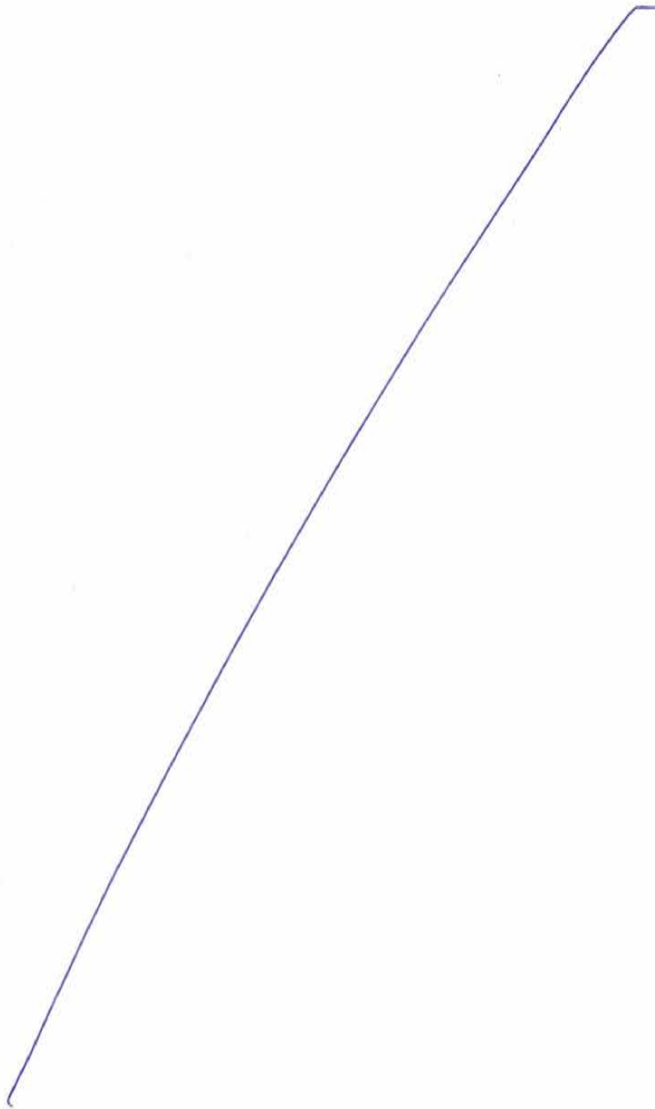


INDIA PRIVATE LIMITED

 Director



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such conditions as it thinks fit; and any chief executive officer, manager, company secretary or chief financial officer or managing director so appointed may be removed by means of a resolution of the Board.

(ii) A director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.

80. A provision of the Act or these regulations requiring or authorising a thing to be done by and/or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

XX. POWERS OF THE DIRECTORS

81. Subject to Section 180 of the Act, the Directors shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.

82. The Directors shall have powers for the engagement and dismissal of managers, engineers, clerks, workers and assistants and shall have power of general direction, management and superintendence of the business of the Company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company, and to make and sign all such contracts and to draw and accept on behalf of the Company all such bills of exchanges, hundies, cheques, drafts and other Government papers and instruments that shall be necessary, proper or expedient, for the authority and direction of the Company except only such of them as by the Act or by these presents are expressly directed to be exercised by share holders in the general meeting or delegate to the managing director/chief executive officer .

XXI. DIVIDENDS AND RESERVE

83. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

84. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

85. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.

For VSL INDIA PRIVATE LIMITED

Maheshwari
Company Secretary



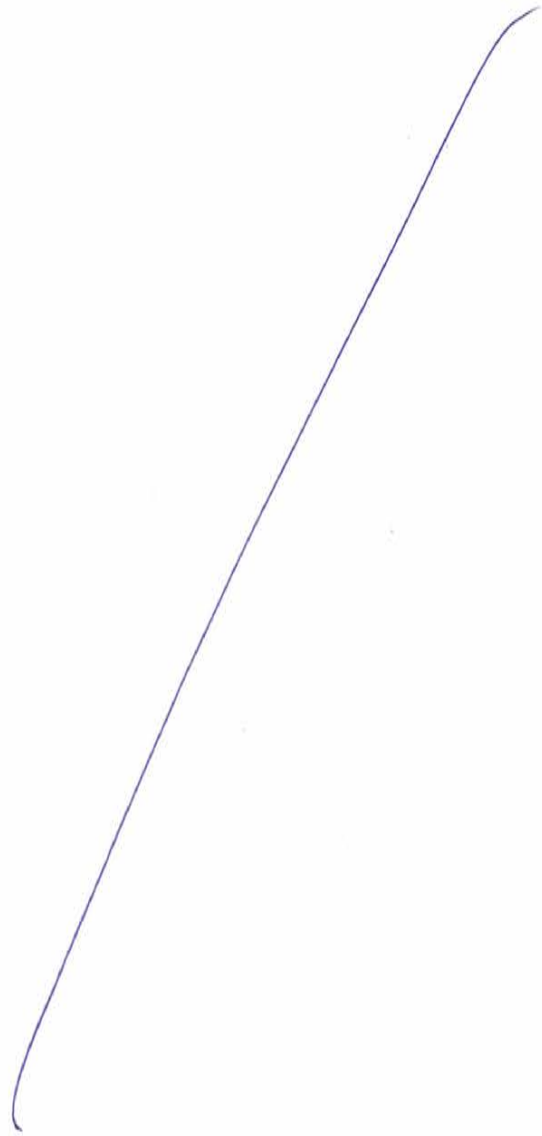
Page 15 of 19

For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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(ii) The Board may also carry forward any profits which it may consider necessary notto divide, without setting them aside as a reserve.

86. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

87. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

88. (i) Any dividend, interest or other monies payable in cash in respect of shares maybe paid by cheque or swift.

(ii) Every such cheque or swift shall be made payable to the order of the member to whom it is sent.

89. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

90. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

91. No dividend shall bear interest against the company.

XXII. BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

92. Balance Sheet and Profit and Loss Account of the Company will be audited once in a year by a qualified auditor for certification of correctness as per provisions of the Companies Act, 2013.

XXIII. AUDIT

93. The first auditors of the Company shall be appointed by the Board of Directors within one month after its incorporation who shall hold office till the conclusion of the first annual general meeting.

94. The directors may fill up any casual vacancy in the office of the auditors.

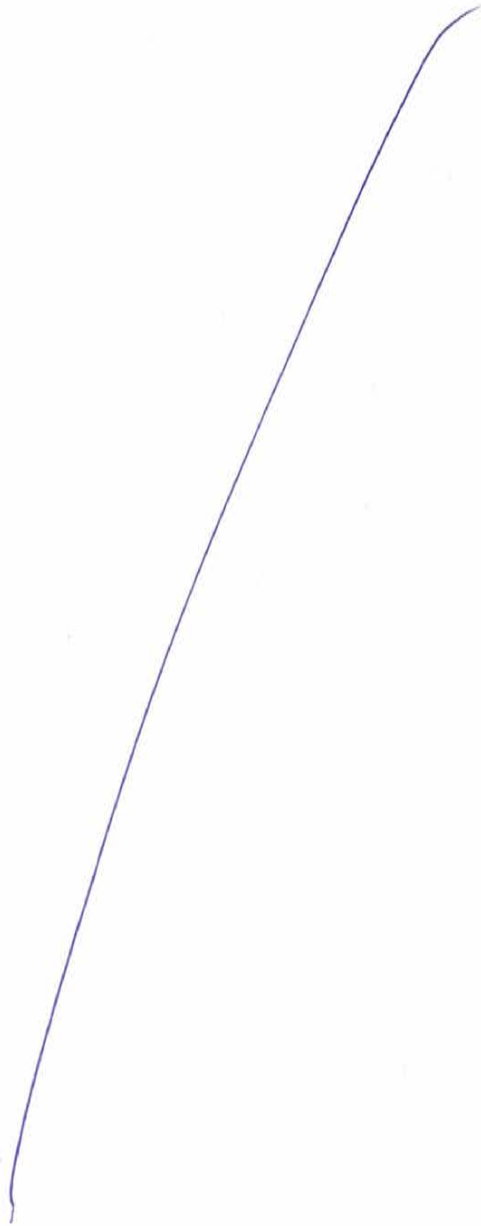


For VSL INDIA PRIVATE LIMITED
Mehi Seba
 Company Secretary

For VSL INDIA PRIVATE LIMITED
[Signature]
 Director

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95. The remuneration of the auditors shall be fixed by the Company in Annual general meeting except that remuneration of the first or any auditors appointed by the directors may be fixed by the Board of Directors.

XXIV. INSPECTION OF ACCOUNTS

96. (i) The Board of Directors shall cause proper books of account to be maintained under Section 206 of the Companies Act, 2013.

(ii) Subject to the provisions of Section 206 of the Companies Act, 2013, the Board of Directors shall also, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations account books of the Company or any of them, shall be open to the inspection of members not being Directors.

(iii) Subject to the provisions of Section 206 of the Companies Act, 2013, no member (not being the Director) or other person shall have any right of inspecting any account book or document of the Company except as conferred by law or authorised by the Board of Directors or by the Company in general meetings.

XXV. SECRECY

97. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the country and except so far as may be necessary in order to comply with any of the provisions in these presents and the provisions of the Companies Act, 2013

XXVI. BORROWING POWERS

98. Subject to the provisions of Section 180 of the Companies Act, 2013 and Regulations made thereunder and directions issued by R.B.I, the Directors shall have the power, from time to time and at their discretion, to borrow, raise or secure the payment of any sum of money for the purpose of the Company in such manner and upon such terms and conditions in all respects, as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

For VSL INDIA PRIVATE LIMITED

Merly Saha
Company Secretary



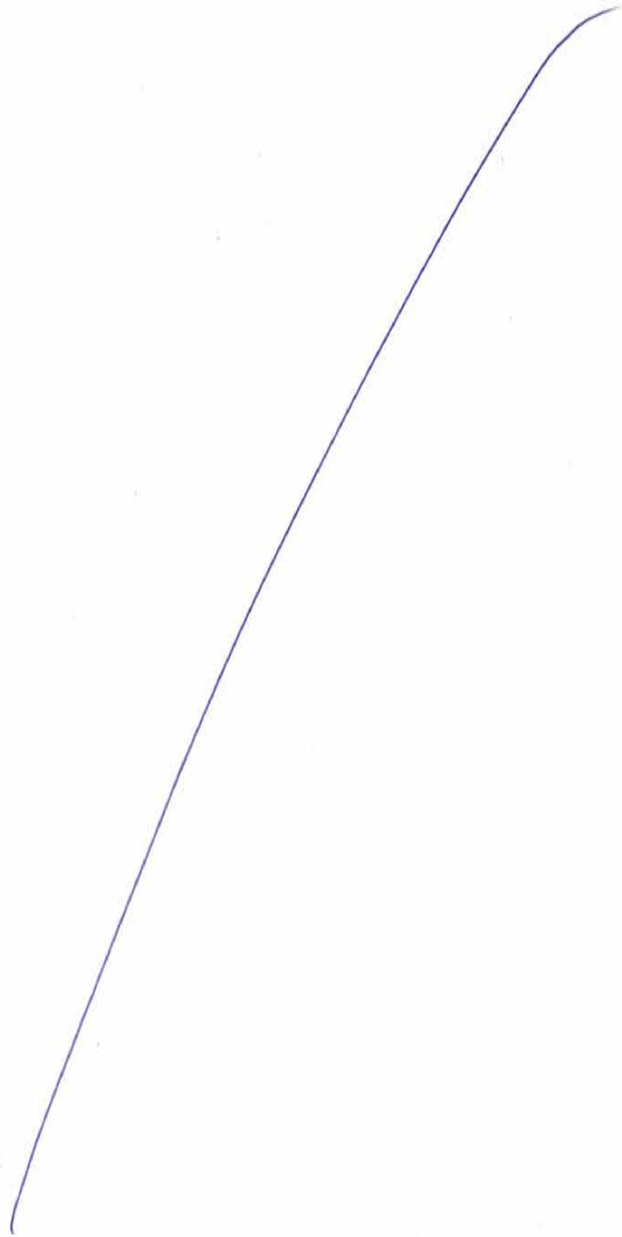
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For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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XXVII. OPERATION OF BANK ACCOUNTS

99. The Board of Directors shall have the power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking accounts of the company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorise any other person or persons to exercise such powers.

XXVIII. THE SEAL

100. (i) The Board of Directors shall provide for the safe custody of the seal of the Company.

(ii) The seal shall not be affixed to any instrument except by the authority of resolution of the Board of Directors and except in the presence of at least one director and that one director shall sign every instrument to which the seal of the Company is so affixed in his presence.

XXIX. WINDING UP

101. (i) If the company shall be wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or in kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator shall think fit but so that no member shall be compelled to accept any shares or such other securities whereon there is any liability

XXX. INDEMNITY

102. Subject to the provisions of Section 206 of the Companies Act, 2013 the Chairman, Directors, Auditors, Managing Directors and other officer for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs and executors, shall be indemnified out of the assets and funds of the Company from or against all bonafide suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their wilful neglect or default. Any such officer or trustee shall not be answerable for acts, omissions, neglects or defaults of any other officer or trustee.



For VSL INDIA PRIVATE LIMITED

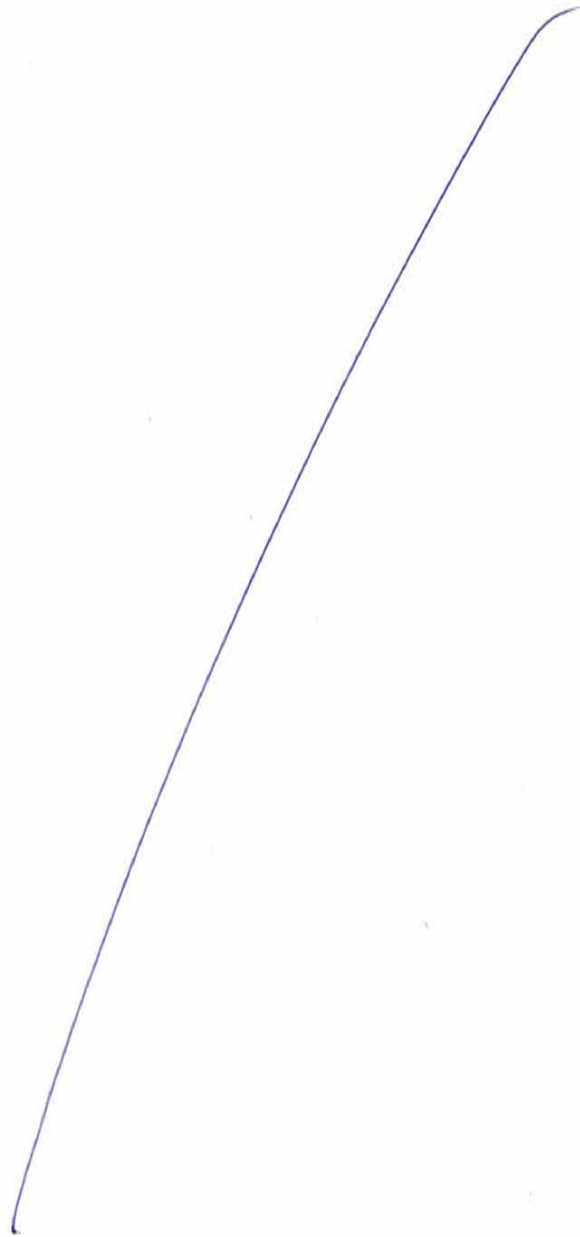
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For VSL INDIA PRIVATE LIMITED

Director


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Sl. No.	Signature, Name, Address, Description and Occupation of Subscribers	Signature, name, address, description and occupation of Witness
1.	<p style="text-align: center;">Sd/- S.S. MANI S S.mani B.Com, F.e.A., Director Taxation, Fraser & Ross, Chartered Accountants, 4A, Kences Towers, North Usman Road, Chennai 600 017. S/o P.V. Sankaranarayana Ayyar Professional CHARTERED ACCOUNTANT</p>	<p style="text-align: center;">Sd/- N. VELA YUTHAN N. Velayuthan, 1st Floor, R.A. Building Annexe, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai 600008. S/o V. Nagappan COMPANY EXECUTIVE</p>
2.	<p style="text-align: center;">Sd/- RAJAMANI MUTHUGANESAN Rajamaru Muthuganesan, 1st Floor, R.A. Building Annexe, 1813, Rukmini Lakshmipathi Road, Egmore, Chennai 600 008. S/o Singaram Rajamani COMPANY EXECUTIVE</p>	

Date : 5th November, 1999

Place : Chennai

For VSL INDIA PRIVATE LIMITED

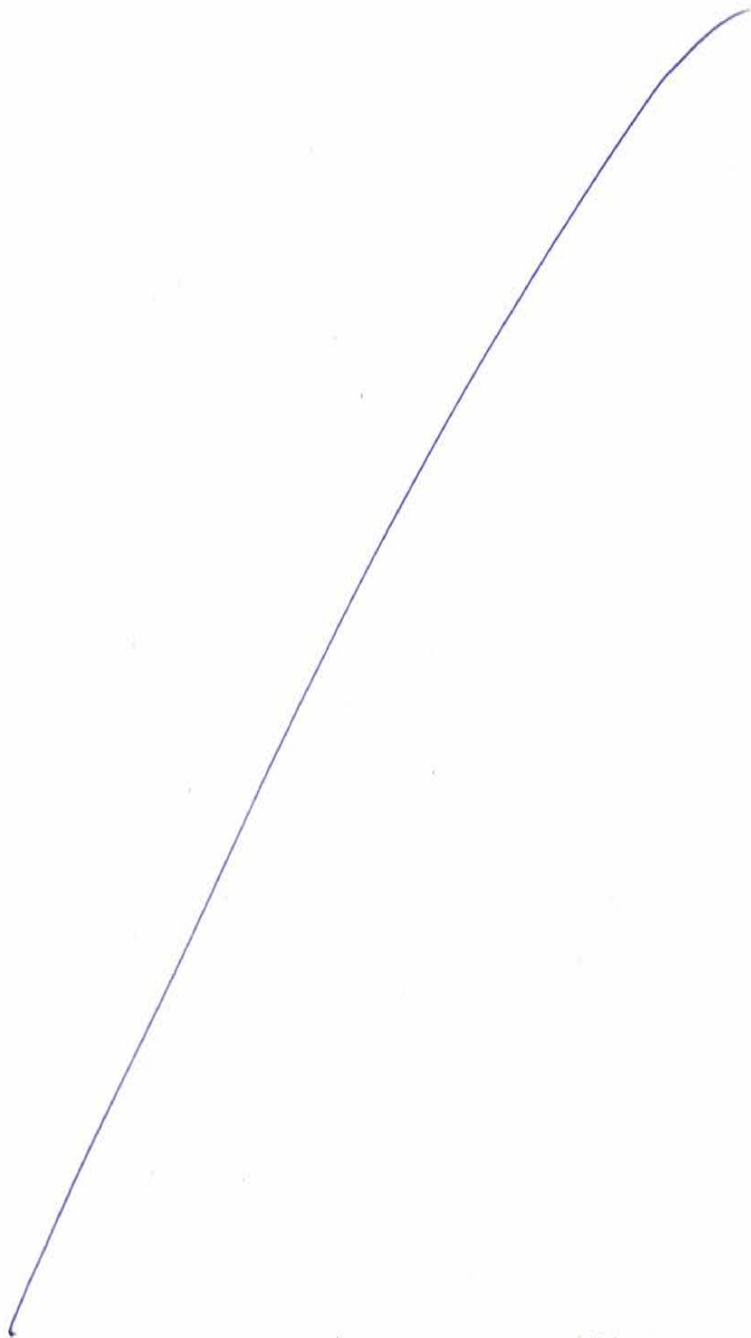
Murugesu
Company Secretary



For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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VSL INDIA PRIVATE LIMITED

2nd Floor, West Wing,
No.21, North Phase,
Industrial Estate Guindy,
Chennai - 600 032
Phone : +91 (44) 4225 1111
Fax : +91 (44) 4225 1010
Email : vslindia@vslindia.com
Web : www.vsl.com
CIN No: U28920TN1999PTC043540

Date: July 7th, 2017

List of Directors
VSL India Private Limited

DIN	NAME	NATIONALITY	DESIGNATION	ADDRESS
03491598	Peter Anthony Hughes	British Citizen	Managing Director	35 Buristead Road, Great Shelford, Cambridge CB22 5EJ
03584022	Jean-Yves Pierre Mondon	French	Director	C ZAR No 0583.9925/6, Berne Switzerland
07209858	Jean Yves Raymond Huran	French	Director	B-402, B WING, ELDORA CHS, Hiranandani Garden, Powai, Mumbai 400076 MH IN
07588161	Kailash Babulal Basita	Indian	Managing Director	Unit 1207 Tower 5, The Crest Phoenix Market City, Plot No.-142, Velachery Main Road, Velachery, Chennai 600042

Thanking You ,

Yours Faithfully

For VSL India Private Limited

Manas Ranjan Sahoo
Manas Ranjan Sahoo
Company Secretary



For VSL INDIA PRIVATE LIMITED

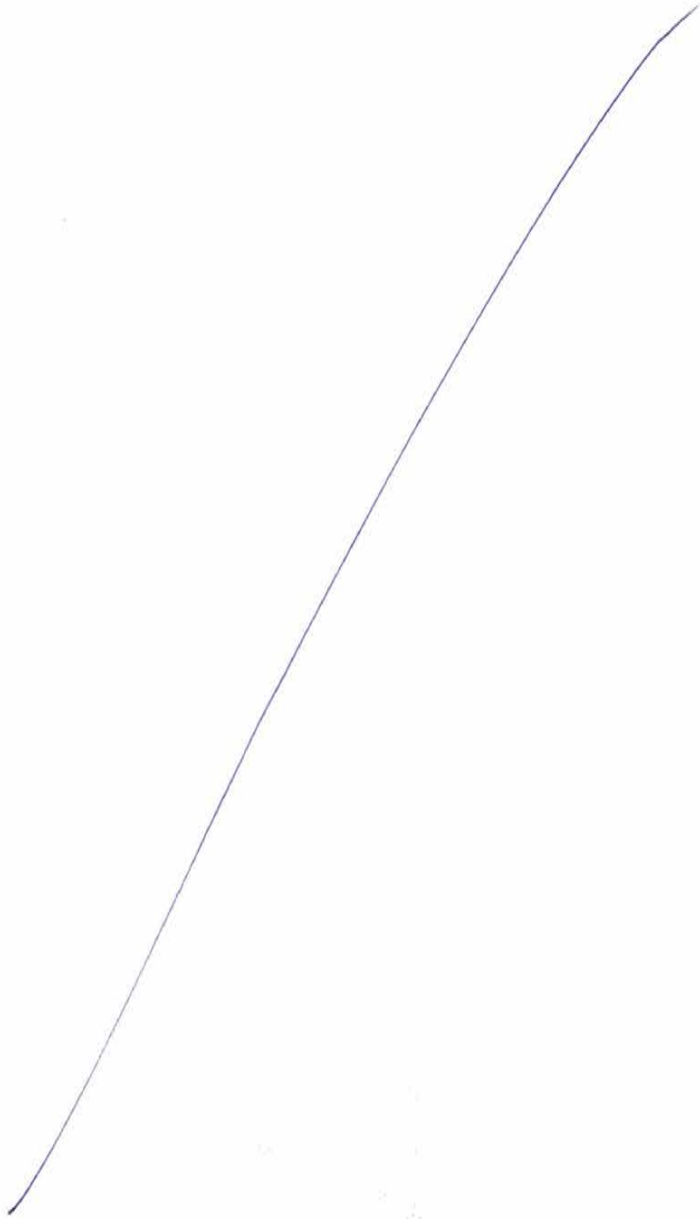


Director



NO 11

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VSL INDIA PRIVATE LIMITED

2nd Floor, West Wing,
No.21, North Phase,
Industrial Estate Guindy,
Chennai - 600 032
Phone : +91 (44) 4225 1111
Fax : +91 (44) 4225 1010
Email : vslindia@vslindia.com
Web : www.vsl.com
CIN No: U28920TN1999PTC043540



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A member of
Bouygues Construction

Dear Sirs,

The share holding pattern of VSL India Private Limited as on 30th June, 2017 as follows:

7654321Equity share breakup (percentage of total equity) as on 30 th June 2017		
S. No.	Category	Percentage
1	Government [Central and State]	0.00
2	Government companies	0.00
3	Public financial companies	0.00
4	Nationalised or other banks	0.00
5	Mutual funds	0.00
6	Venture capital	0.00
7	Foreign holdings (Foreign institutional investor(s), Foreign companie(s) Foreign financial institution(s), Non-resident indian(s) or Overseas corporate bodies or Others)	100.00
8	Bodies corporate (not mentioned above)	0.00
9	Directors or relatives of directors	0.00
10	Other top fifty (50) shareholders (other than listed above)	0.00
11	Others	0.00
12	Total	100.00
* Total number of shareholders		3
S. No	Name of the Shareholder	No of Shares
1	VSL International Ltd, Switzerland	6,24,99,998
2	Rajamani Muthuganesan jointly with VSL International Ltd	1
3	VSL Hong Kong Limited	1
Total No of Shares		6,25,00,000

Thanking You ,

Yours Faithfully

For VSL India Private Limited

Manas Ranjan Sahoo
Manas Ranjan Sahoo
Company Secretary



For VSL INDIA PRIVATE LIMITED

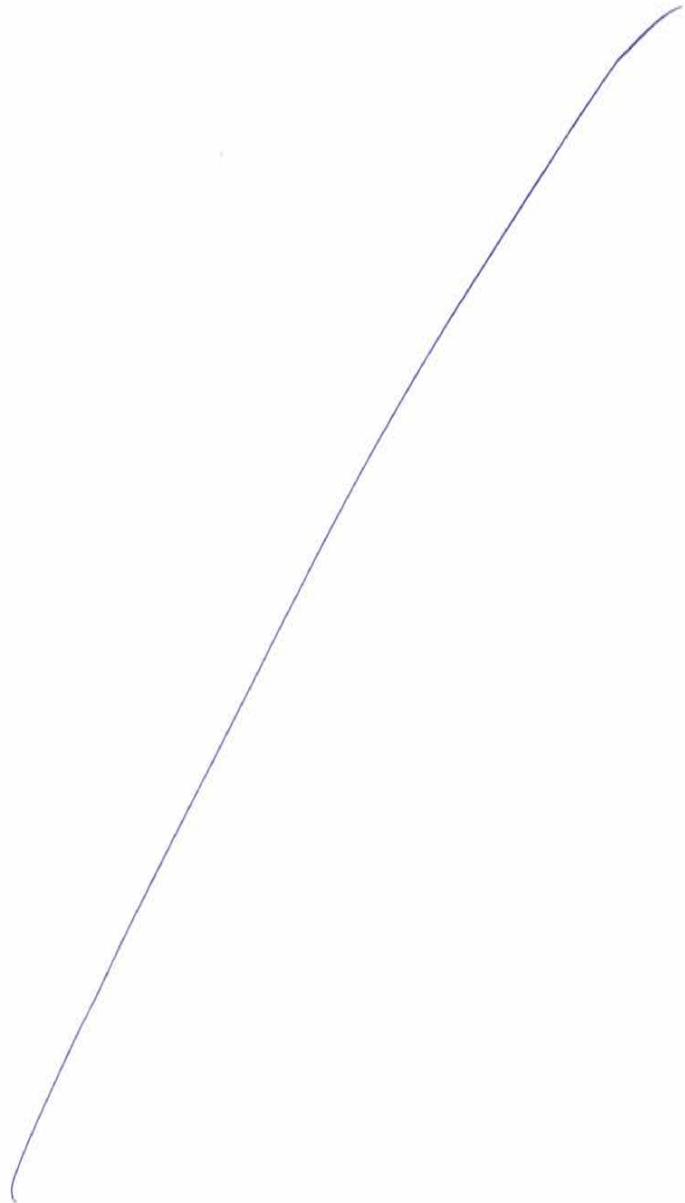


[Signature]
Director



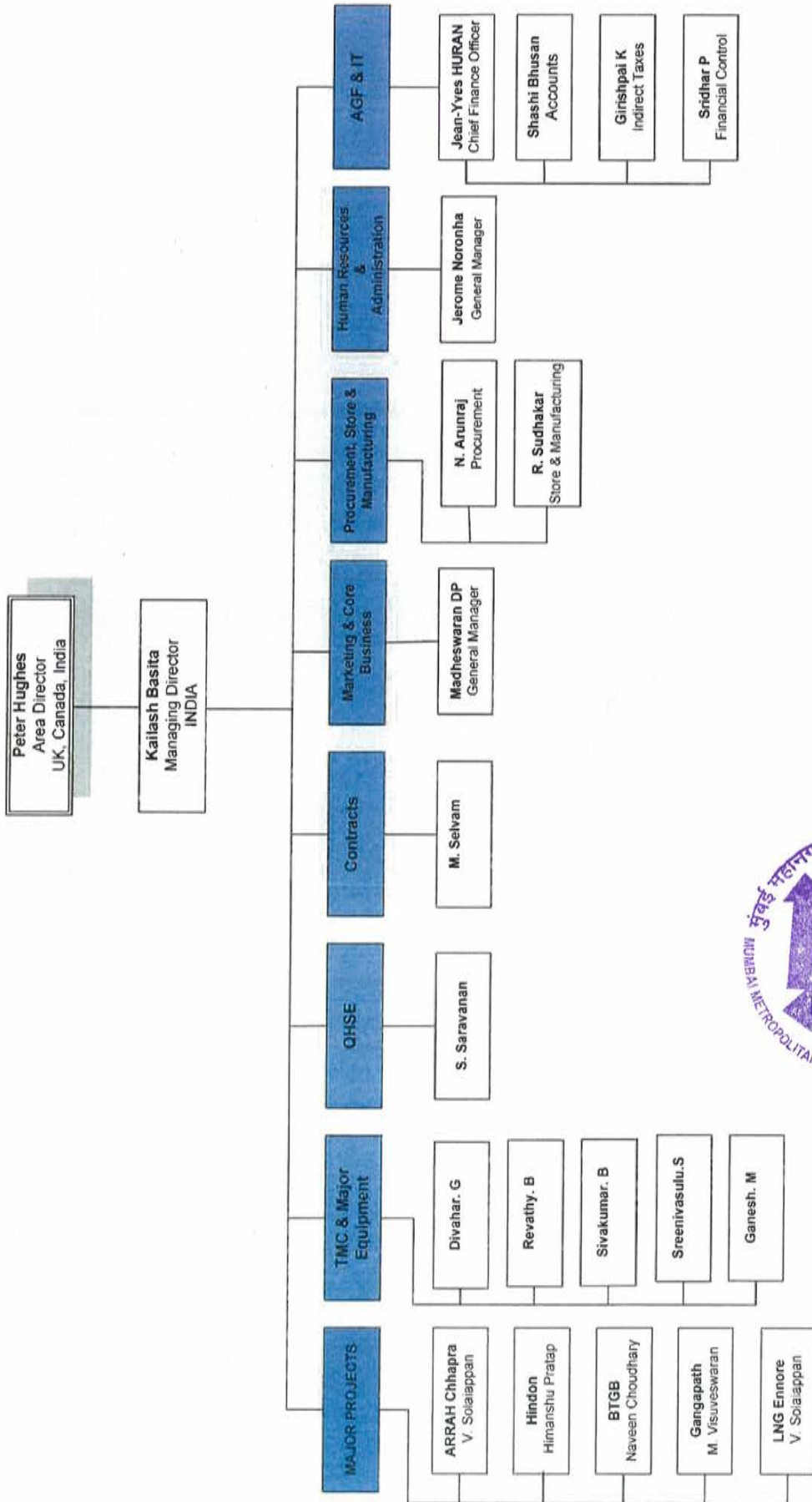
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VSL INDIA, HO – ORGANISATION CHART



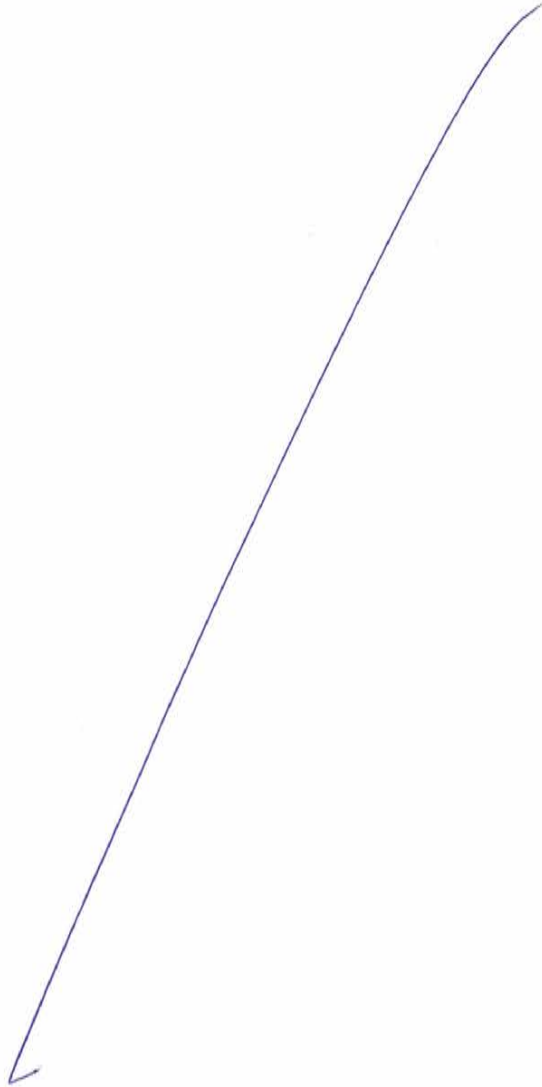
For VSL INDIA PRIVATE LIMITED

 Director

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Post-tensioning Stress Bars
Stay Cables Bridge Bearings
Retained Earth Bridge Specialist
Heavy Lifting Structural Preservation



A member of
Bouygues Construction

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VSL India Pvt Ltd

2nd Floor, West Wing,
No.21, North Phase, Industrial Estate Guindy
Chennai – 600 032, Tamil Nadu

Tel. No. +91 44 4225 1111
Fax No. +91 44 4225 1010

Our Ref: VSLIN-OUT-L-700-0103

07th July 2017
Engineer-in-Chief / Chief Engineer
Engineering Division,
Mumbai Metropolitan Region Development Authority (MMRDA)
2nd Floor, New Office Building,
Plot No. R-05, R-06 & R-12, 'E' Block,
Bandra-Kurla Complex,
Bandra (E), Mumbai
Maharashtra, INDIA 400051
Phone: 91 22 2659 1239
Fax: 91 22 2659 4179
Email: chiefengineer1@mailmmrda.maharashtra.gov.in

Ref: 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)IFB No.-MMRDA/ENG1/000753.

Subject: Consent Letter

Dear Sir,

We understand that Daewoo Engineering & Construction Co. Ltd. & Tata Projects Ltd. are jointly bidding for the above mentioned tender. We hereby confirm our association for "Key Activity No. (2): In the last twelve (12) years, no less than one (1) contract / project assembled by Large Block Erection of steel box girder with orthotropic steel deck with block length of 80 m or more above water." and also undertake that we will meet delivery deadlines proposed by them in their Tender program on the basis of mutually agreed terms & condition.

Thanking and assuring you the best services at all times we remain.

Yours faithfully,

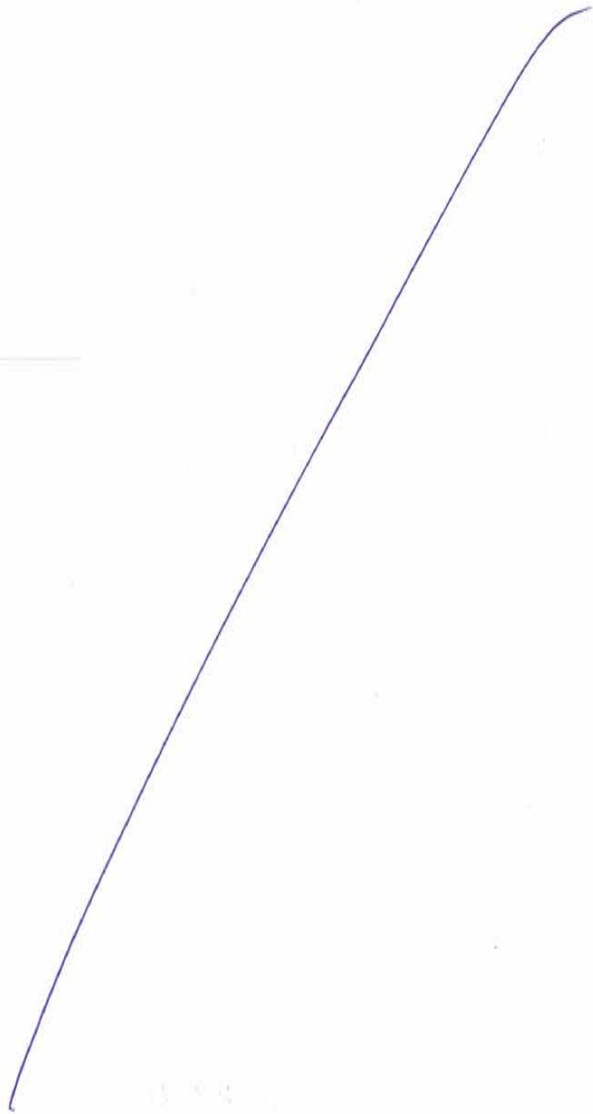

Kailash Basita
Managing Director



ISO 9001:2000 Certified
OHSAS 18001:2007 Certified
ISO 14001:2004 Certified

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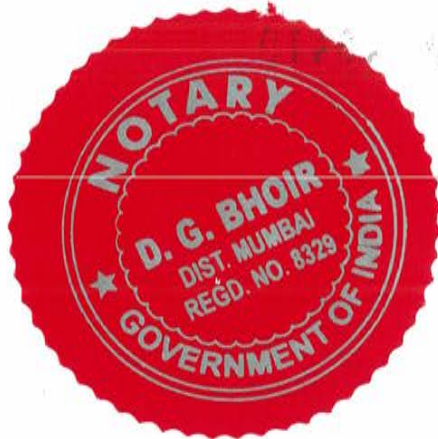
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VSL INDIA PRIVATE LIMITED

2nd Floor, West Wing,
No.21, North Phase,
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Chennai - 600 032
Phone : +91 (44) 4225 1111
Fax : +91 (44) 4225 1010
Email : vslindia@vslindia.com
Web : www.vsl.com
CIN No : U28920TN1999PTC043540



CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MINUTES OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S VSL INDIA PRIVATE LIMITED HELD ON WEDNESDAY, THE 14th DAY OF JUNE, 2017 AT THE REGISTERED OFFICE OF THE COMPANY AT 2ND FLOOR, WEST WING, NO.21, NORTH PHASE, INDUSTRIAL ESTATE GUINDY, CHENNAI 600 032 AT 04.00 P.M.

3. AUTHORIZATION TO MR. KAILASH BABULAL BASITA, MANAGING DIRECTOR AND MR. JEAN YVES HURAN, DIRECTOR & CFO FOR SIGNING VARIOUS DOCUMENTS, AGREEMENTS, DEEDS ETC FROM TIME TO TIME ON BEHALF COMPANY.

The Chairman informed to the board there are some necessity in the Company to give authorization to Mr. Kailash Babulal Basita, the Managing Director and Mr. Jean Yves Huran, Director & CFO for signing various Documents, Agreements, Deeds .etc from time to time. They can sign severally/jointly various documents, Agreements, Deeds .etc as per requirements by the Company. The following resolution has passed in this regard.

"RESOLVED THAT the company has decided to authorize Mr. Kailash Babulal Basita, Managing Director and Mr. Jean Yves Huran, Director & CFO in addition to the existing authorized signatory (ies) and be and are hereby authorized to sign /execute and submit all the necessary papers, letter, agreements, documents, writings, submissions etc. to be submitted by the company in connection with the day-to-day business transactions, operations, correspondence etc. and The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof."

"RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by designated director/ Company Secretary of the company be furnished to Act and such other parties as may be required from time to time in connection with the above matter."

ATTESTED BY ME //CERTIFIED TRUE COPY//

FOR VSL INDIA PRIVATE LIMITED,

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

Jean Yves Raymond Huran
Director
DIN: 0007209858



13 JUL 2017



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BRIDGE CONSTRUCTION PARTNER

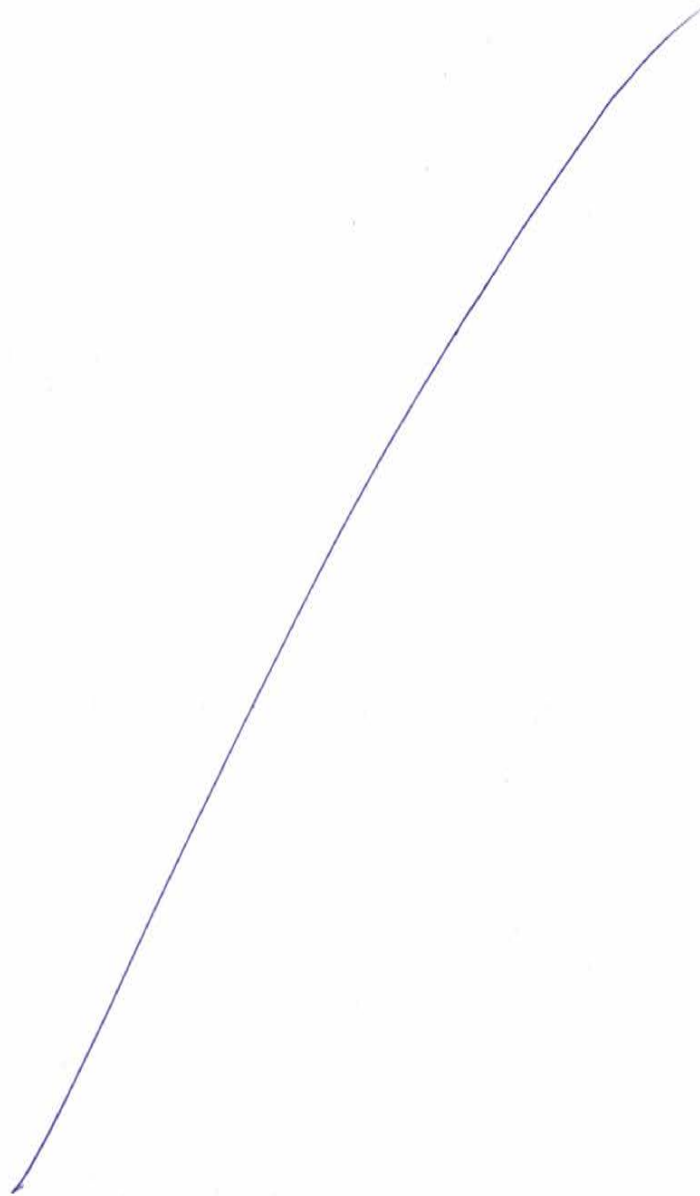


PRECAST
 SEGMENTAL
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 CONSTRUCTION
 HEAVY LIFTING
 STAY CABLE
 CONSTRUCTION



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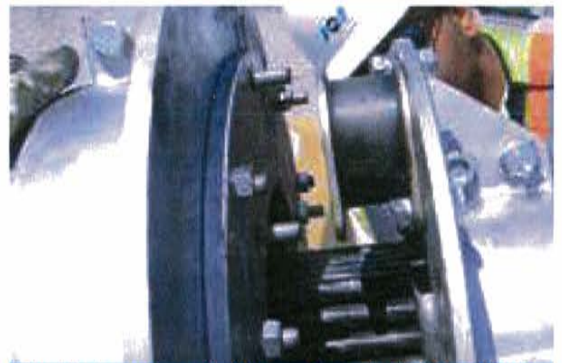
Creating sustainable solutions together----- 32



Sungai Johor - Malaysia (2006-2009)



Gautrain - South Africa (2008-2010)



North Arm Canada Line - Canada (2006-2008)



La Unidad Bridge - Mexico (2002-2003)

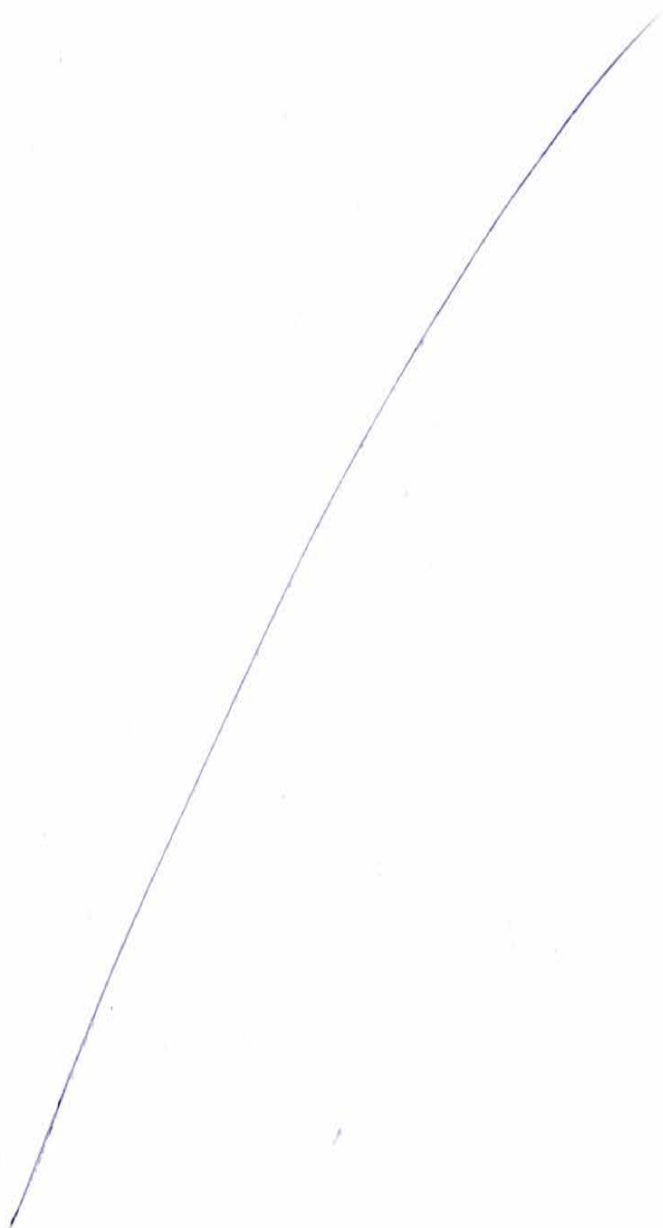


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From Post-tensioning to Bridge Construction Partner

VSL is recognised as a world leader in specialist construction engineering and associated technologies and services. Today, VSL operates as a network through 50 locations established on 6 continents. VSL provides a full range of technical and construction services for bridge construction, including design evaluation, permanent works design, temporary works design and construction engineering, precasting management and bridge construction.

Innovative solutions worldwide

VSL has contributed to some of the most prestigious and complex bridge structures around the world, ranging from large span stay cable bridges to conventional precast beam bridges. References include: the first full span bridge in Ductal® (Seonyu Footbridge, Korea, 2001), Shenzhen Western Corridor, Hong Kong (2006), with a new lifting frame for balanced cantilever construction, allowing construction of twin decks simultaneously, the Stonecutters Bridge in Hong Kong (2008), a most complex heavy lifting operation for one of the longest stay cable bridges in the world, the Gateway Bridge duplicate in Brisbane, Australia (2009) where VSL has implemented new form travellers allowing prefabrication of the web reinforcement, fast track erection of bridge segments on the Light Rail Transit in Dubai (2009), the bridges on the Gautrain railway, South Africa (2010), the Baluarte Stay Cable Bridge, Mexico (2010), with the highest main span worldwide.

VSL has evolved from a specialist post-tensioning company into a multi discipline bridge partner, capable of providing contractors and engineers with construction and engineering services for highly complex and demanding projects. More importantly, the localised organisation of VSL provides clients with innovative practical designs and construction solutions adapted to suit the local market.

Promoting highly efficient rates of construction

With extensive experience in large infrastructure and superstructure projects, VSL has a proven record of developing project-specific construction systems and methods that promote highly efficient rates of construction and facilitate programme surety, while maintaining and always enhancing essential safety and quality control measures.

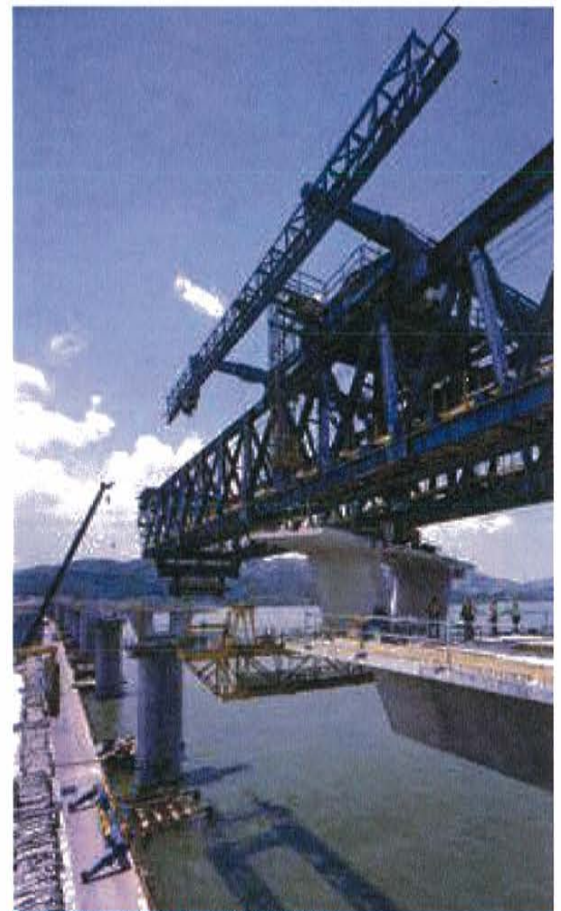
Lateral thought processes encouraged within the design and production teams provide a suitable environment in which to nurture novel, and often remarkably simple solutions to demanding problems. The exchange of knowledge within the VSL global network enables the group's considerable experience to be fully utilised and applied in a wide variety of engineering domains.

As a specialist bridge partner, VSL can bring the project team an extensive experience gained from erecting over 100,000 precast bridge deck elements (providing almost 5 million square meters of bridge surface), constructing multiple in-situ bridges utilising VSL form travellers and incremental launching methods and also being involved in the construction of over 150 stay cable bridges.

VSL is committed to offering clients the 'best for project' service that has recently led to the development and implementation of various innovative Partnering and Alliancing arrangements that have proved to be highly successful and mutually beneficial to all parties.



Seonyu Footbridge in Ductal® - Korea (2001)



Shenzhen Western Corridor - Hong Kong (2004-2005)

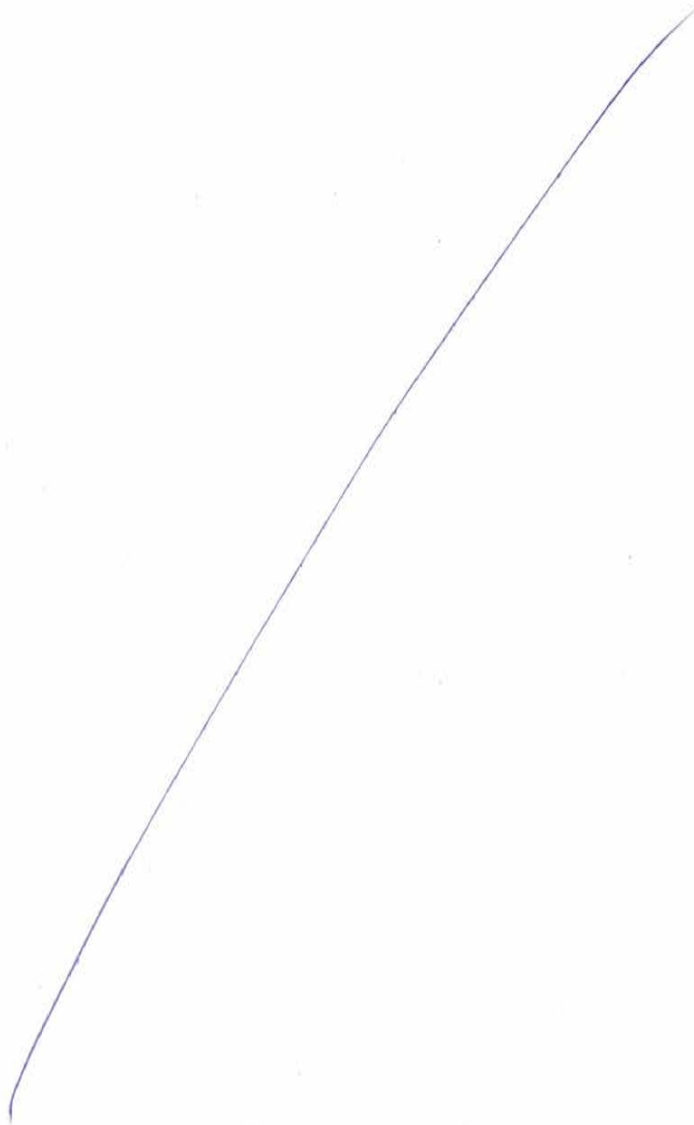


Taiwan High Speed Rail C215 - Taiwan (2000-2004)



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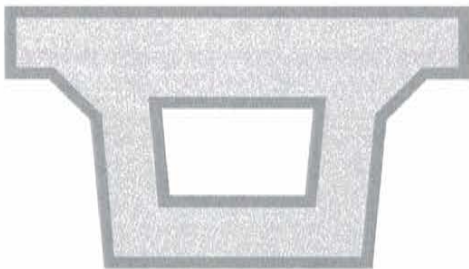
VSL'S TURNKEY SERVICES

From the very early concept design all the way through to the project's handover and beyond, VSL is working closely with its customers. Owners require the most suitable project completed as quickly as possible in the most economic and durable manner. Contractors need feasibility studies to establish the most efficient and cost-effective building solution.

Define

Choice of construction methods based on local environmental and economic constraints

- Structure type and the temporary works required
- Project timeline
- Cost comparisons for budgeting



VSL provides

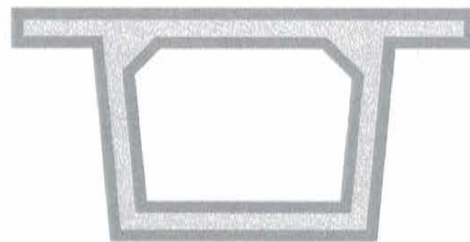
- Conceptual permanent substructure and superstructure design works in conjunction with consultants
- Material quantities and specifications, defined in conjunction with consultants
- Superstructure construction methodology, assessment of temporary works and special equipment requirements
- Superstructure construction sequence and programme
- Preparation of superstructure construction cost estimates for budgeting
- Preparation of outline superstructure safety and quality control plans
- Preparation of outline superstructure project management plans



Optimise

Structural principles

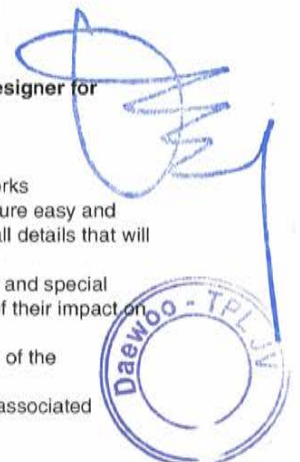
- Selection of locally available materials
- Outlined construction methods and definition of temporary works
- Detailed design of permanent structure, taking account of the construction methods
- Integrated workshop drawings



VSL provides

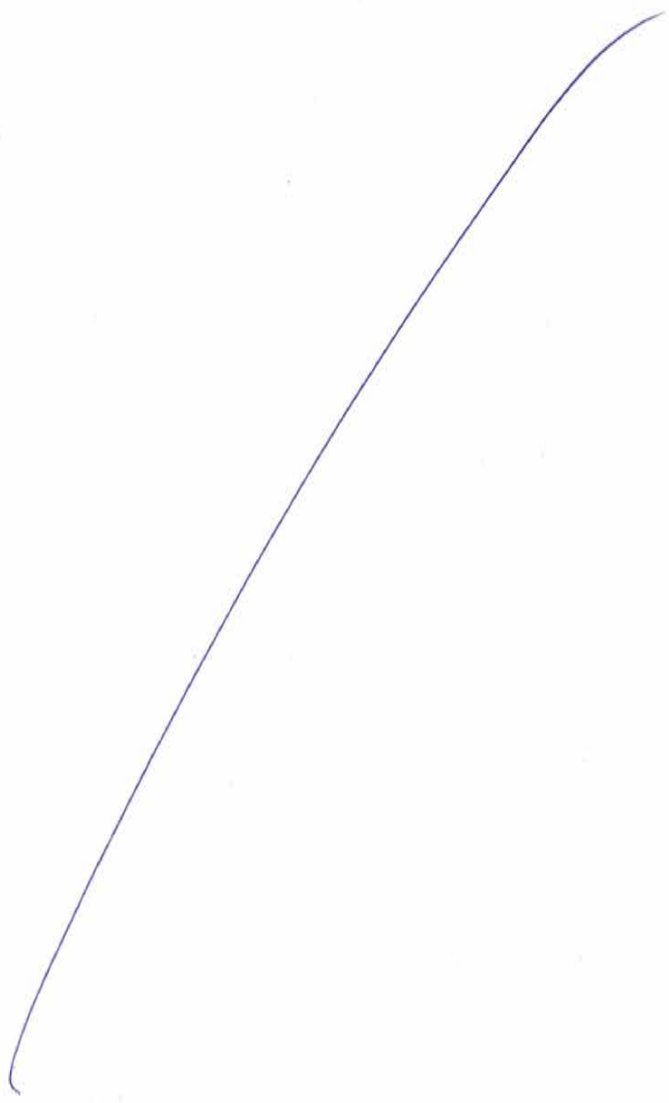
Collaboration with the permanent works designer for superstructure design and rationalisation

- Construction engineering
- Geometry control
- Leadership in the temporary construction works
- Assistance to designers in making the structure easy and efficient to build, including reviewing the small details that will ease construction
- Defining and designing the temporary works and special equipment required, including assessment of their impact on the permanent structure
- Integrated workshop drawings for fabrication of the superstructure
- Incorporation of the post-tensioning with all associated design and detailing
- Detailed methods of construction
- Design of temporary works associated with precast yard and moulds



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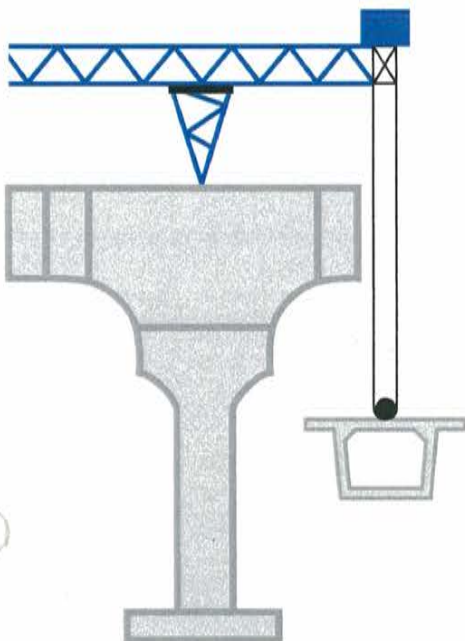
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Deliver

Design of erection equipment with the performance to meet the programme and the specifications

- Fabrication of temporary works
- Set-up and management of precasting areas
- Mobilisation of highly qualified staff
- Management of the construction project



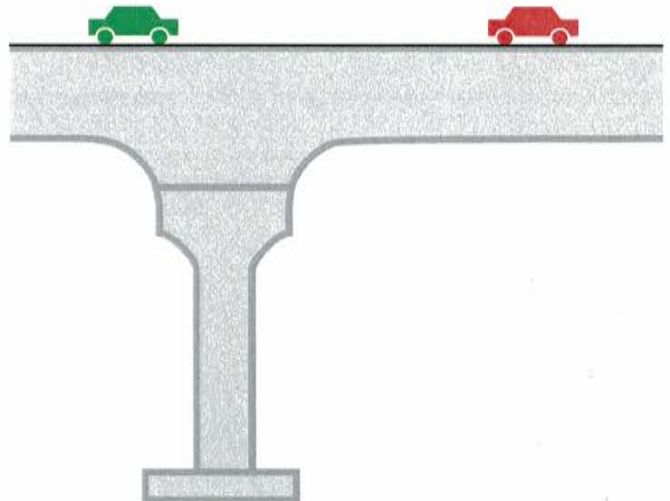
VSL provides

Building the project quickly, efficiently and at the lowest cost possible

- Mobilisation of an experienced project team for superstructure construction, capable of site assistance up to the level of overall site management
- Implementation of strict safety/QA/QC standards for building the superstructure
- Implementation of operating permits for major equipment
- Supply of temporary works associated with the precast yard and moulds
- Supply and operation of the temporary works associated with superstructure construction
- Effective site logistics control for superstructure construction
- Effective communication and coordination with the various entities associated with the superstructure construction
- Fast-track problem solving
- Project control procedures to ensure superstructure delivery according to schedule and specification

Maintain

- Monitoring of the structure
- Periodic maintenance
- Strengthening if required
- Repairs on demand



VSL provides

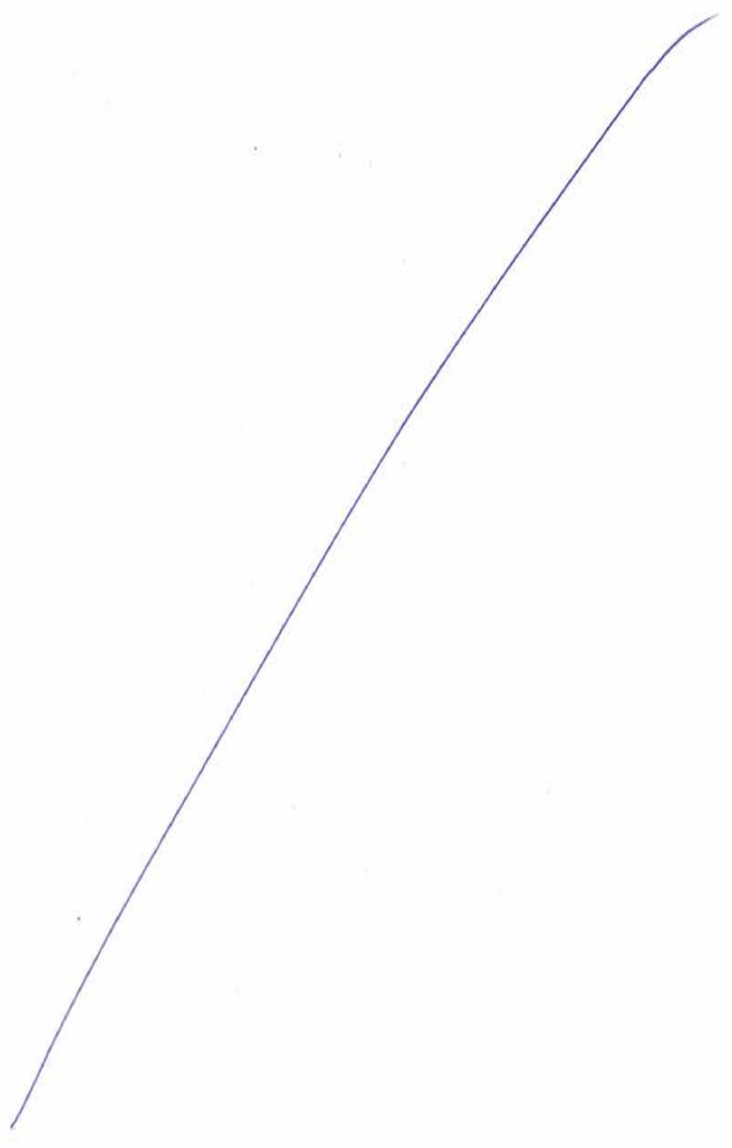
Monitoring the behaviour and aging of the structure, to anticipate repair costs and to keep maintenance activities and their impact on the structural operation to a minimum

- Defining and planning the most suitable monitoring scheme and its budget for installation and implementation
- Supply of hardware and software for monitoring the structure
- Training the client and handing over the system
- Inspection of the structure when required and issuing reports
- Proposal of repair or strengthening plans if required
- Implementation of repair and/or strengthening plans as required



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Safety first

VSL's construction projects for bridges and other structures involve the operation of major items of machinery, which are usually designed or adapted to meet the specific conditions and constraints of each particular project. This means that VSL's equipment is usually complex and one-of-a-kind, controlled by multiple operators. It therefore requires a high level of preparation, engineering, coordination and skills to ensure its safe and efficient operation.

MEOP – a license to operate

To improve safety and efficiency, the in-house operating permit system MEOP (major equipment operation permit) is compulsory on all VSL projects using major equipment.

The permit system is based on the following principles:

- Design review process that includes an external and independent checking engineer
- Review of the project set-up in terms of methods, procedures, checklists, hold points, emergency preparedness, health and safety
- Review of organisational and back-up plans as well as training and qualifying of key staff, with written tests designed to assess understanding of risks and procedures
- Review of fabrication and quality control of the equipment
- Review of the equipment assembly and commissioning
- Review of all critical operations
- General site review

Permits are granted by a panel of independent internal auditors at the conclusion of a site audit carried out to review all of the above aspects, checking safety, quality, technical and operational issues.

Permits are generally valid for a period of six months and are renewed then or at any time when there is a change on the project such as construction methods, organisation and equipment.

		MAJOR EQUIPMENT OPERATION PERMIT		Permit No.
The operation of the following Major Equipment is permitted: in the specified location; under the authority of the specified Project Manager; in strict accordance with the permit conditions; and, during the specified period only.				
Profit Centre:		Project Name:		
Project/Job No.:		Project Manager:		
Equipment Type:		Equipment No.:		
Equipment Function:	Form travelers for In Situ Balance Cantilever construction (underslung)			
In accordance with				
Major Equipment Operation Plan Ref.:		Rev.:	A	Date:
Additional Conditions	<input checked="" type="checkbox"/> YES (See Attached)		<input type="checkbox"/> NO	
Permit Period (inclusive)				
From:		To:		
Permit Type:	<input checked="" type="checkbox"/> Commissioning Phase	<input checked="" type="checkbox"/> Operational Phase	<input type="checkbox"/> Revised	Issue No.: 1
Approval				
Approved By:	Name	Position	Signature	Date
		Group Special project coordinator		
Changes to Permit Conditions				
Any changes to the permit conditions (i.e. to the Major Equipment Operation Plan, or the attached conditions) must be notified immediately to the MEOP Team before equipment operation proceeds. If the permit requirements cannot be followed for any reason operation of the major equipment must stop until authorization is received.				

Health and safety

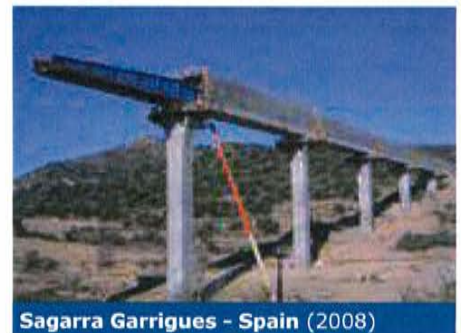
VSL's top priority is the health and safety of its workforce and everyone else potentially affected by its activities. VSL's approach meets international standards and routinely goes beyond local requirements and expectations on all its construction sites worldwide. The whole VSL Group adopts this attitude. Worldwide safety days are organised within the network with the aim of improving safety awareness and standards.

Although projects are supported by strong safety teams, all VSL staff members are also well aware that safety is a vital concern.

All employees actively participate in the creation of a safe working environment by proactively identifying and communicating any concerns encountered on the job. All employees are given the authority and responsibility to stop what they are doing and address the situation if they feel it compromises safety.



Baluarte Bridge - Mexico (2010)



Sagarra Garrigues - Spain (2008)

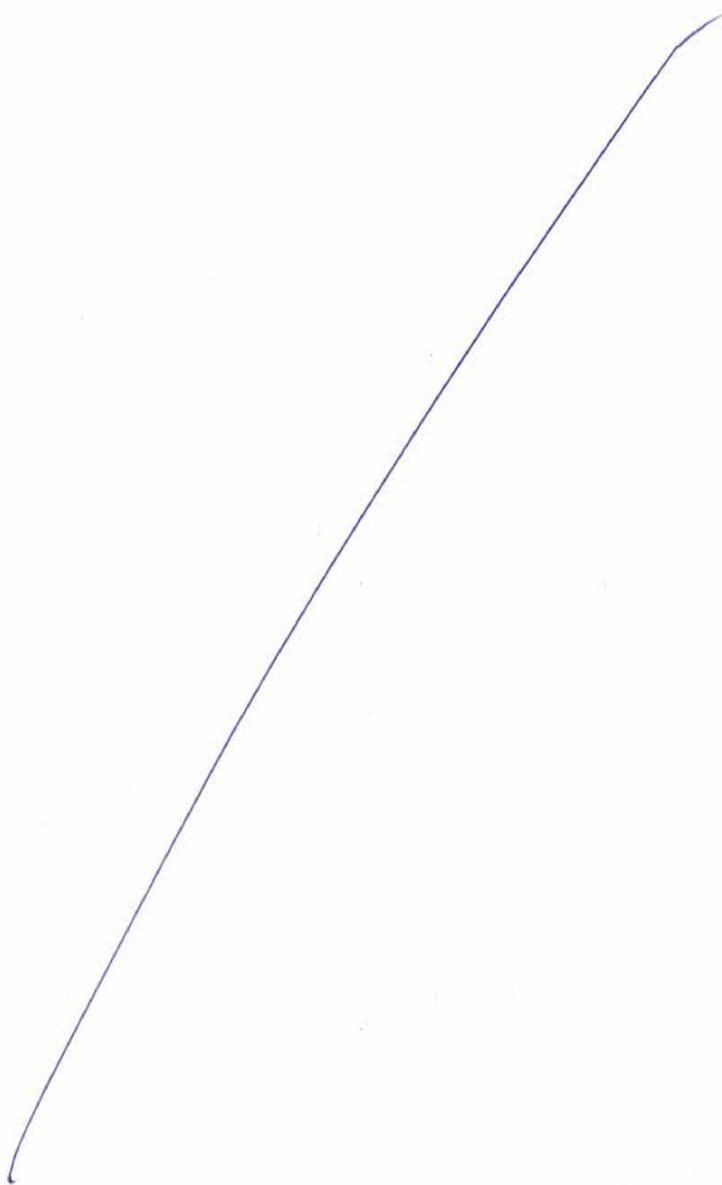


Gateway Bridge Upgrade - Australia (2008)



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Encouraging development of employees' skills

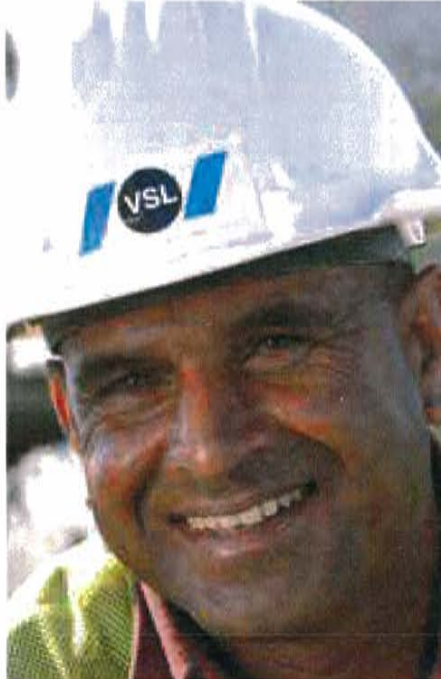
VSL demanding projects and the highest requirements in terms of quality of service reflect themselves in a resolutely proactive training organisation within the company. The continuous development of VSL's staff is a key factor for excellent performance. It is thus vital to properly manage competences internally at all levels and to structure and formalize the training accordingly.

Back to basics: the VSL Academy, dedicated for training site staff

The transfer of knowledge and acquired experience by senior staff to new staff members used to be one of the ways to pass on not only the technical details but also the company's culture and values. Given the evolution in recent years, this intergenerational transfer is no longer guaranteed throughout the ever growing network. It has thus been decided to create the VSL Academy, a unique Post-tensioning training centre in Bangkok that has been created to tackle this challenge.

To enable hands-on practical training, post-tensioning mock-ups have been built on the Academy's premises and further mock-ups are being designed to cover other appropriate operational procedures.

The training sessions are given by experienced staff and the access to the various levels is stringent: a written exam has to be successfully passed to fulfill the requirements in stage certification. Before being admitted to the next level, the participants have to be involved in Post-Tensioning works for a minimum of one year.



Training for Excellence: the PMX / GMX program

VSL launched its PMX (Project Manager Xcellence) training program in 2006 to develop the capability of Project Managers to take on major projects and manage the operational side of the business. The objective is to improve their knowledge and objective management capabilities. On the basis of these training courses, GMX (General Manager Xcellence), a new program, focuses on corporate issues, rather than only project specific ones. GMX is designed to develop the skills of VSL Managers, in particular leadership and personal development; to prepare high potential staff for future management positions. GMX runs alongside the existing PMX program as part of VSL's overall staff development plan.

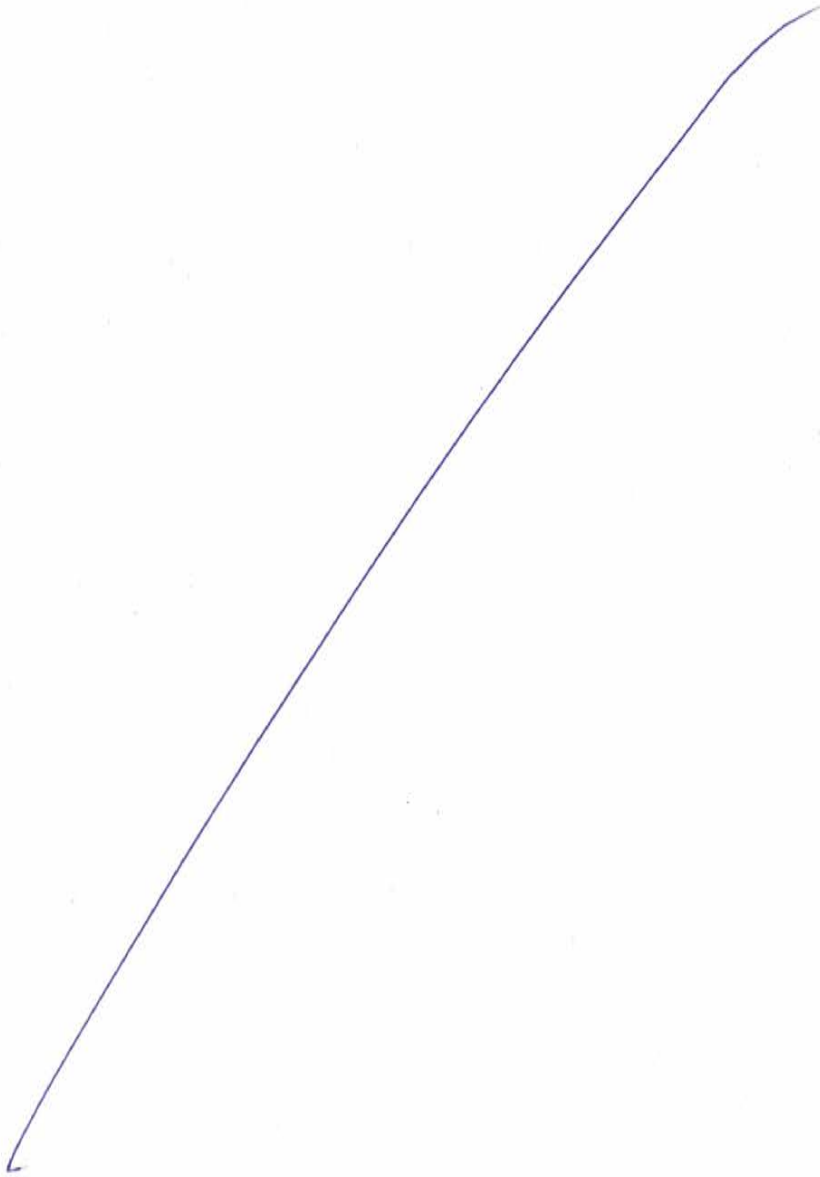


VSL Academy



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PRECAST SEGMENTAL ERECTION BALANCED CANTILEVER ERECTION WITH

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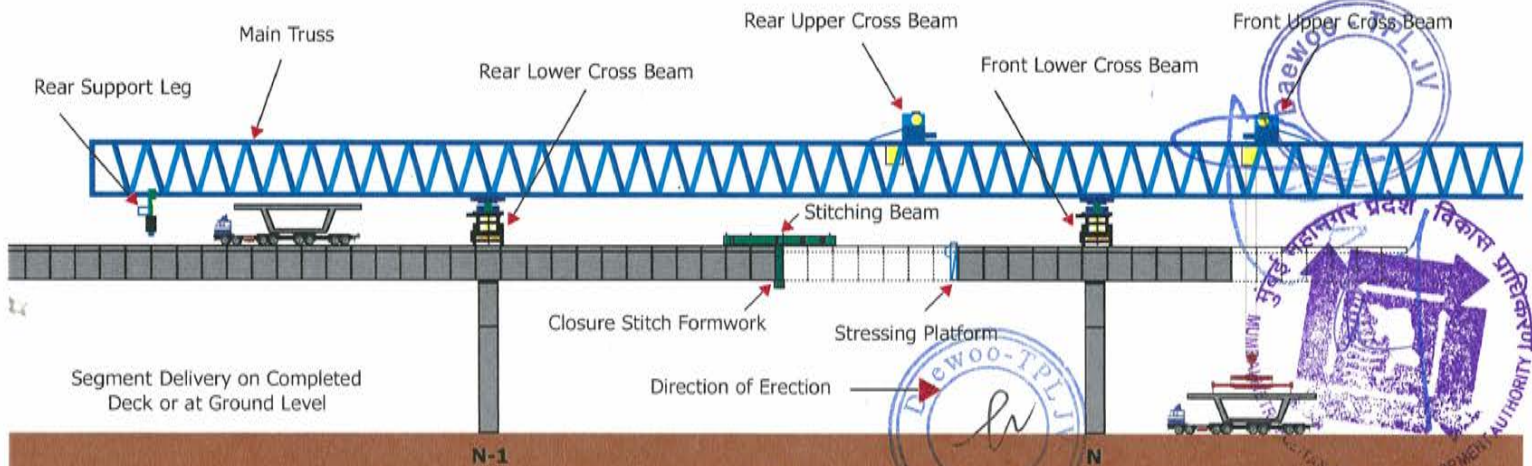


Telok Blangah - Singapore (1998-2001)
61,440m² of deck, 1,460 segments

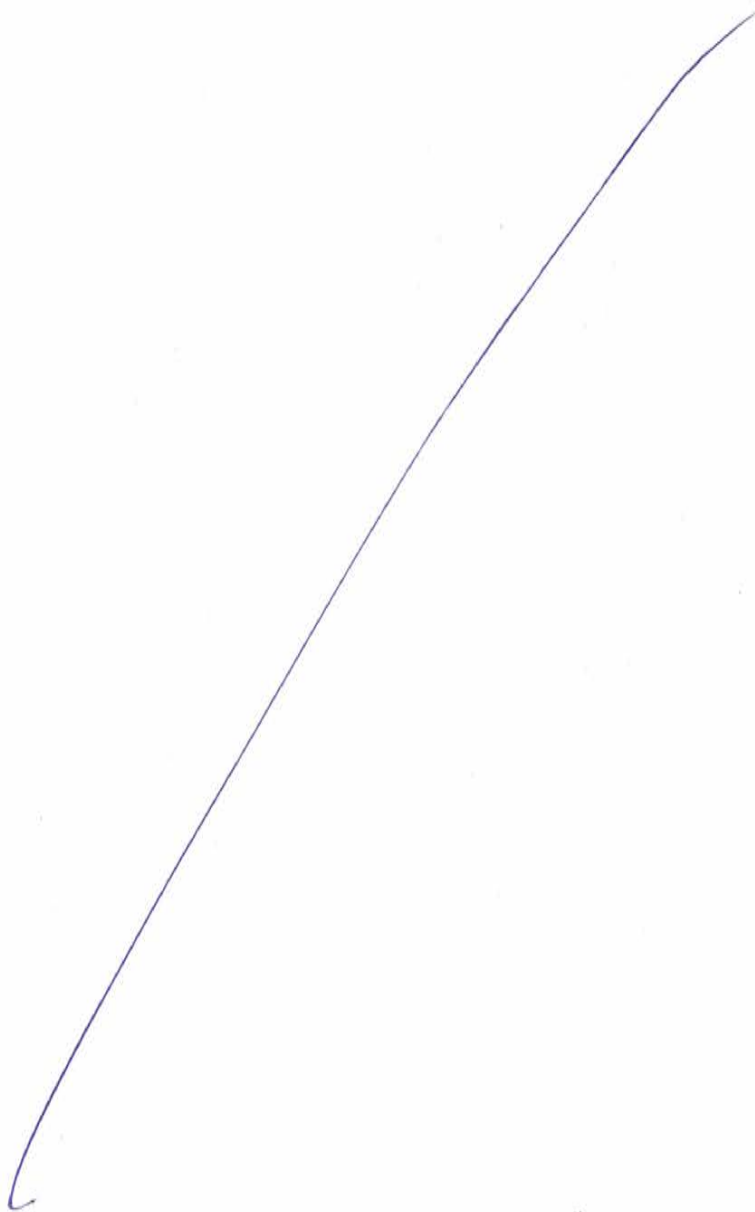
VSL has over 20 years experience in the design and construction of precast segmental balanced cantilever bridges. VSL in-house technical centres are primarily involved in the design of erection systems and associated temporary works, and have also completed many permanent

works designs in close cooperation and conjunction with Designers and Consultants. VSL has the capability and necessary experience to work with designers and contractors to develop cost effective designs that promote safe, effective construction

sequences and methods while achieving optimal productivity. VSL is recognised as a world leader in precast segmental erection and has worked extensively with international contractors on technically demanding projects. VSL's highly efficient erection systems enable contractors to



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LAUNCHING GANTRY



Second Gateway Bridge - Australia (2008-2010) 29,526m² of deck, 700 precast elements



Lai Chi Kok - Hong Kong (2004-2006) 63,000m² of deck, 1,771 segments



Shenzhen Western Corridor - Hong Kong (2004-2005) 90,800m² of deck, 1,879 segments



Waiwera Viaduct - New Zealand (2007-2008) 12,130m² of deck, 356 pre-cast segments



Shatin T3 - Hong Kong (2004-2007) 800m² of deck, 1,806 segments



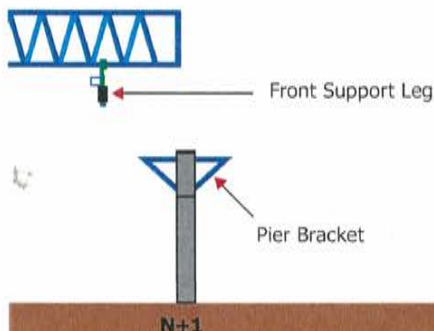
Pakse Bridge - Laos (1998-2000) 16,284m² of deck, 384 segments

FEATURES & ADVANTAGES

- Delivery of segments along completed deck to rear of gantry minimises disruption to existing traffic networks.
- Necessary temporary works require little ground improvement and are generally elevated, therefore causing minimal disruption to existing roads, structures or services.
- Support craneage is reduced due to temporary works being relocated by gantry.
- Clear, unobstructed access to all work fronts is provided within gantry system.
- Work can proceed on multiple work fronts within the gantry, i.e pier segment erection, cantilever construction and closure pour construction.
- Temporary loads are introduced directly into piers.
- Fast rates of erection are possible (up to 6 pairs of segments per shift are regularly achieved by VSL).

minimise construction durations while optimising quality. VSL regularly achieves production rates exceeding one cantilever per week.

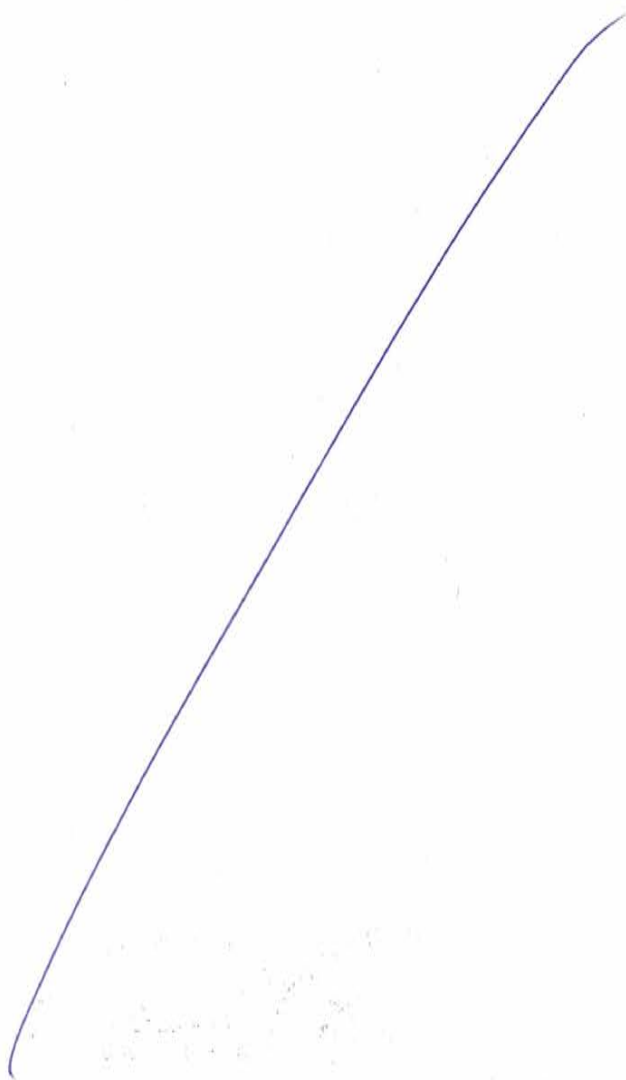
Within the VSL organisation, there is an extensive network of project managerial, technical and production staff.



Typical Erection Cycle Description	Duration: 6 Shifts					
	1	2	3	4	5	6
Span N-1						
Curing of Stitch (Overnight)						
Continuity P.T.						
Span N						
Launch Gantry to Span N						
Segment Erection Span N						
Stitch N to N-1						
Span N+1						
Erect Pier Segment						
Align Pier Segment						
Place Reinforcement						
Place Formwork						
Cast Insitu Diaphragm						
Curing Pier/Column Joint						

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PRECAST SEGMENTAL ERECTION SPAN BY SPAN ERECTION WITH LAUNCHING

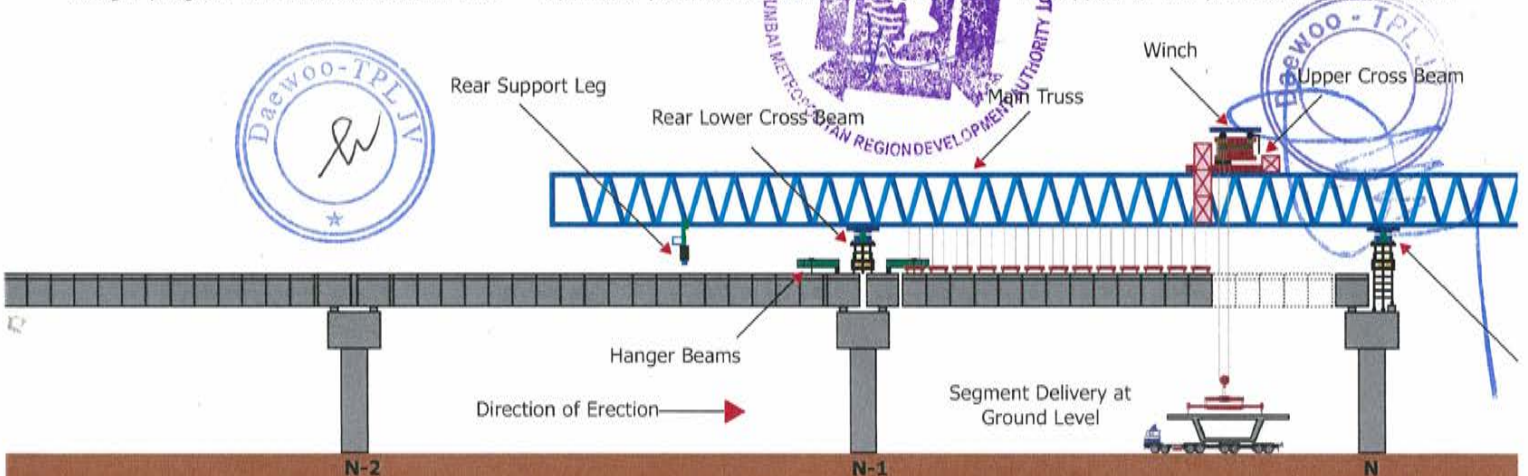


Deep Bay Link - Hong Kong (2004-2005)
108,000m² of deck, 3,014 segments

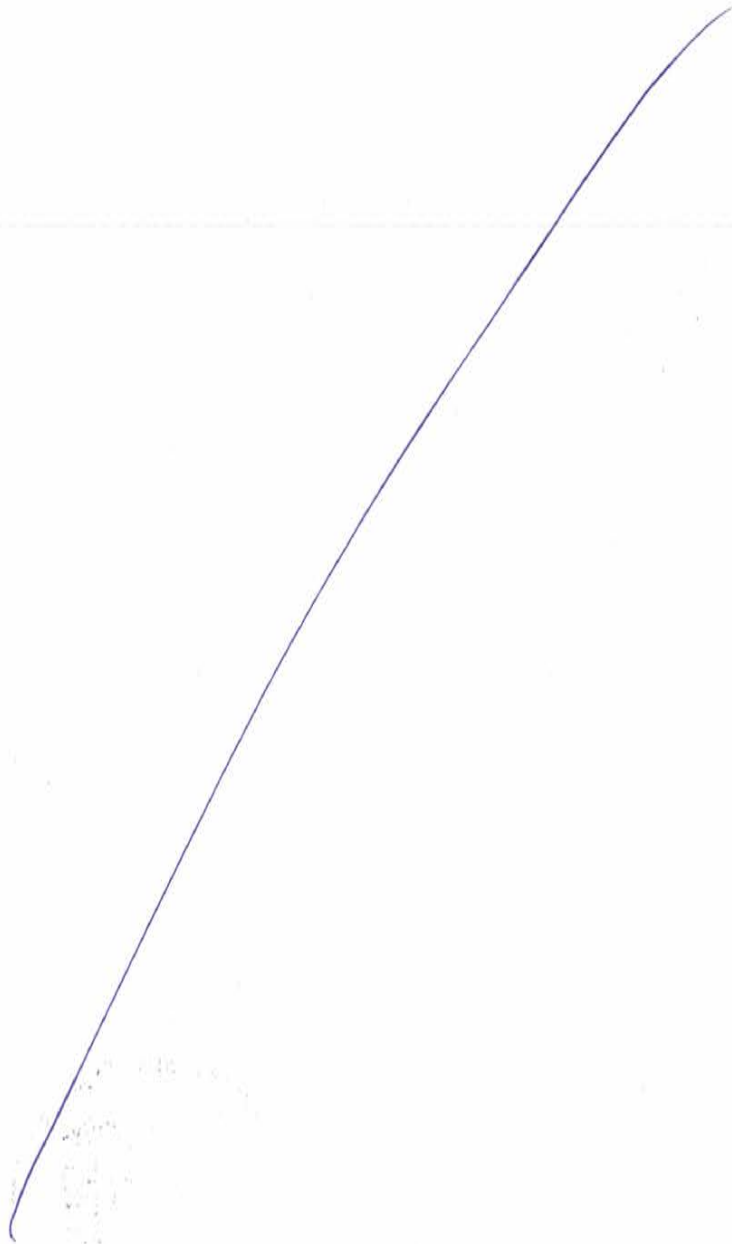
VSL has been involved in an extensive number of span-by-span precast segmental projects in the Asia region and has recently completed large segmental infrastructure projects in South America and the Middle East. Often in the face of demanding design, program and site constraints, VSL

has a proven ability to provide Consultants, Engineers and Contractors with innovative, practical and cost effective solutions, providing to be mutually beneficial to all parties involved. VSL erection systems are developed to optimise permanent works design and

minimise additional temporary works required during the construction stage. Within the VSL network, an extensive pool of suitably qualified personnel is available to manage, supervise and operate the high capacity erection gantries. Generally, in support of the production teams, each



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GANTRY



Light Rail Transit Dubai - UAE (2007-2009)
430,000m², 16,450 segments



Deep Bay Link - Hong Kong (2004-2005)
108,000m² of deck, 3,014 segments



West Rail - Hong Kong (1999-2002)
116,667m² of deck, 8,642 segments



Bandra Worli - India (2002-2006)
132,130m² of deck, 2,332 segments



Penny's Bay - Hong Kong (2003-2004)
240m² of deck, 627 segments



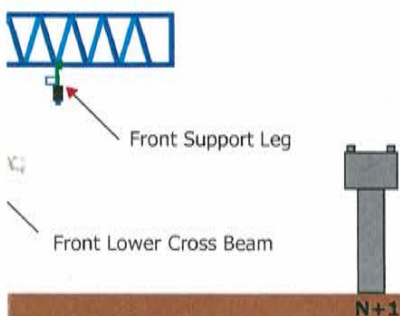
Bangalore Hosur Elevated Expressway - India (2006-2008) 9.5km of elevated deck

FEATURES & ADVANTAGES

- Flexibility to use overhead or underslung gantries.
- Fast rates of erection are possible due to use of external post-tensioning (VSL has achieved rates of erection exceeding 1 span every 24 hours).
- Segment delivery is possible along completed deck to rear of gantry or at ground level.
- Smaller crew size is required compared to balanced cantilever construction.
- Good access provided within the gantry to all work fronts.

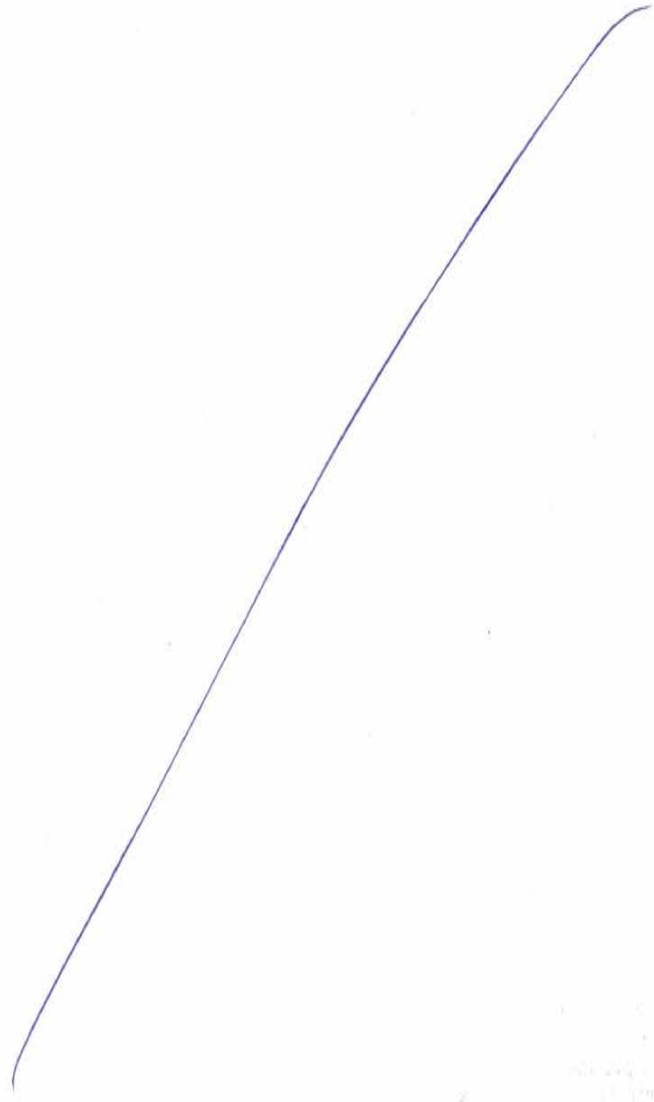
project will have a project specific technical team responsible for providing details, and advising on and monitoring the works to ensure all necessary technical and safety aspects are provided for. In addition, various VSL technical centres are utilised to provide specific assistance if and when required.

Regular erection rates achieved are 1 span per 2.5 days with underslung gantries, and 1 span per 4 days with overhead gantries. Being allowed to operate 24-hour a day, VSL recently achieved in Chile a typical erection cycle of 1 span every 24 hours.



Typical Erection Cycle	Duration: 4-Day Cycle							
	1		2		3		4	
Description	D/S	N/S	D/S	N/S	D/S	N/S	D/S	N/S
Launching of Gantry	Red	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Segment Placing	Yellow	Red	Yellow	Red	Yellow	Red	Yellow	Red
Segment Alignment / Gluing	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Wet Joint Casting	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Curing (Overnight)	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Installation of External P.T.	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Stressing of External P.T.	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow

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PRECAST SEGMENTAL ERECTION BALANCED CANTILEVER ERECTION WITH

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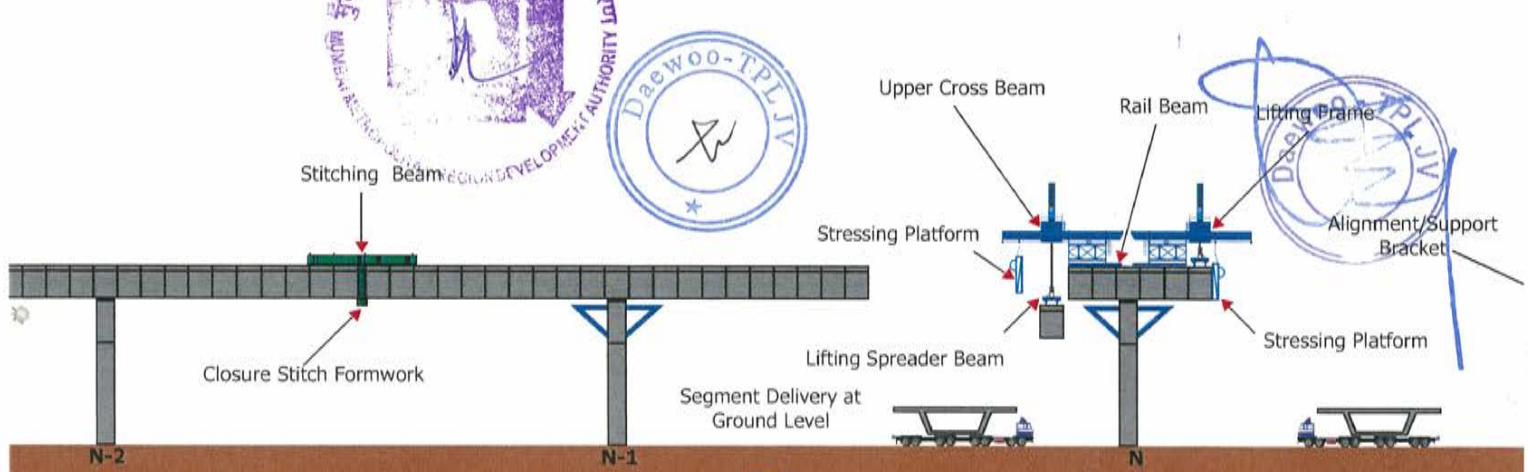


West Tsing Yi - Hong Kong (2004-2005)
14,000m² of deck, 250 segments

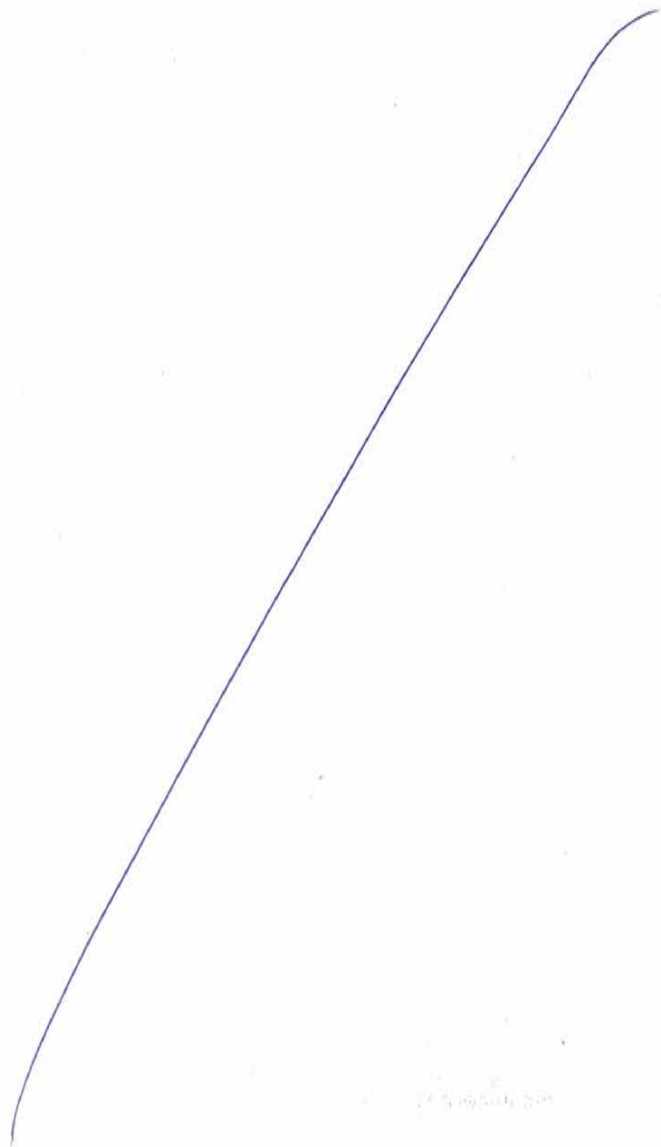
VSL continually develops innovative lifting solutions applicable to precast segment erection. VSL strand lifting units, incorporating multiple safety features, are regularly utilised, providing a large range of lifting capacities whilst allowing precise alignment and placement of segments.

Extensive studies conducted by VSL's technical centres facilitate the development of project specific lifting systems. Precast element delivery usually governs the method adopted and VSL have successfully operated lifting frames suitable for use on projects with

considerable delivery constraints. VSL lifting frames are self-contained and incorporate safe unobstructed working platforms and accesses to all necessary locations. Following assembly, installation and commissioning by suitable cranes, VSL

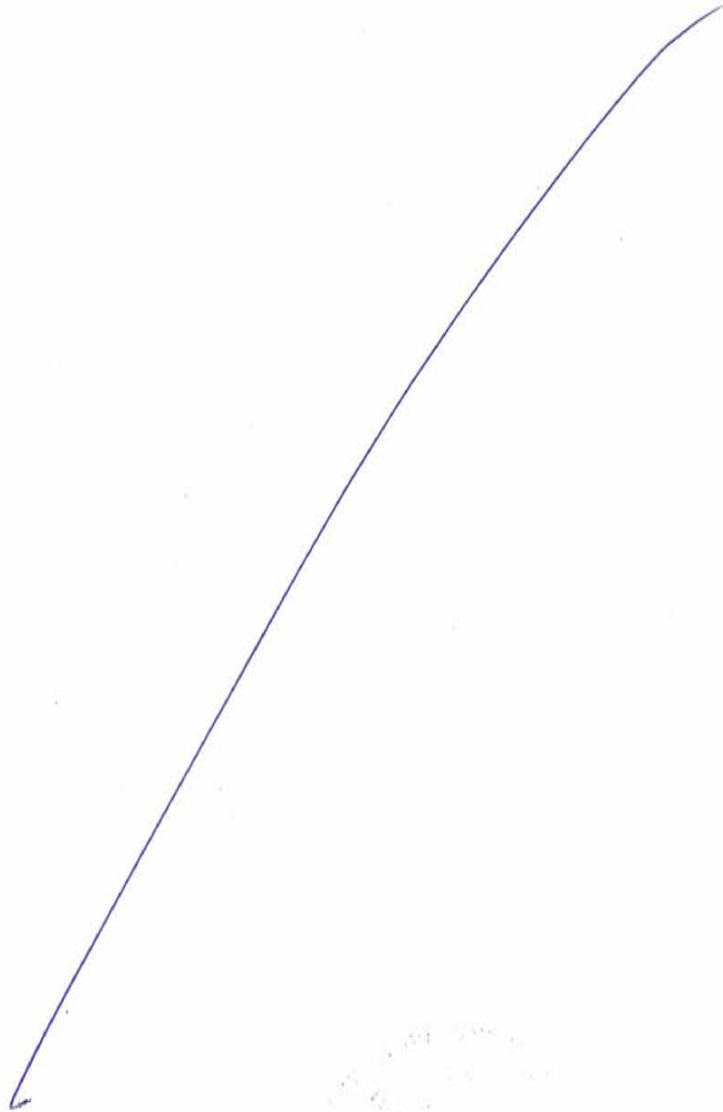


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PRECAST SEGMENTAL ERECTION BALANCED CANTILEVER ERECTION WITH

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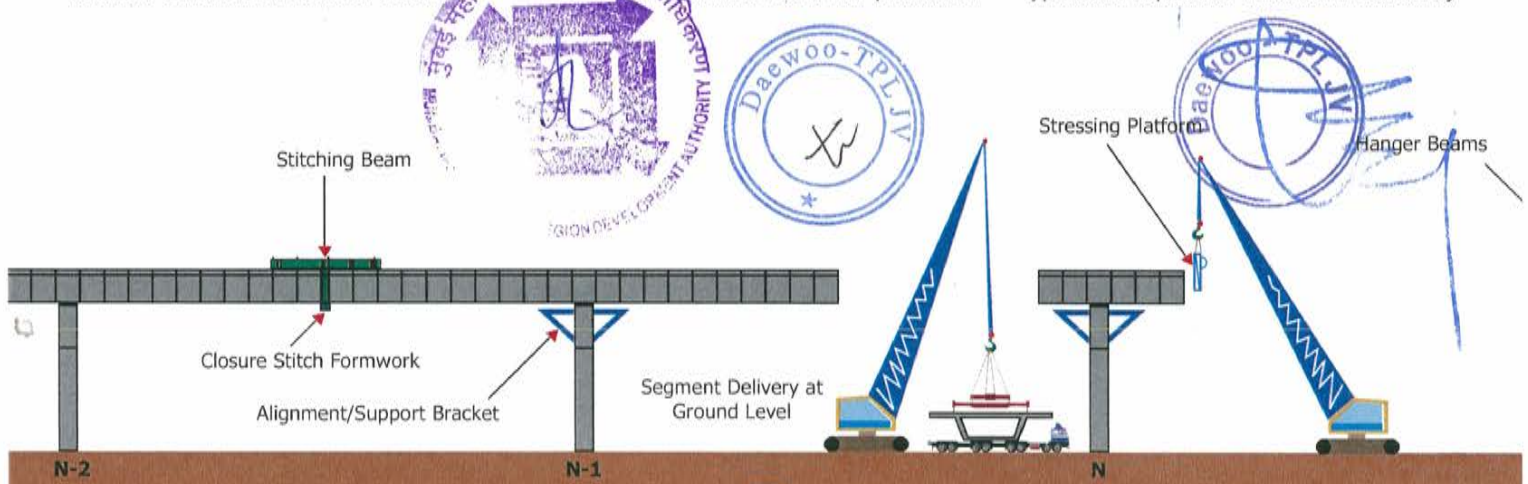


West Rail - Hong Kong (1999-2002)
8,330m² of deck, 617 segments

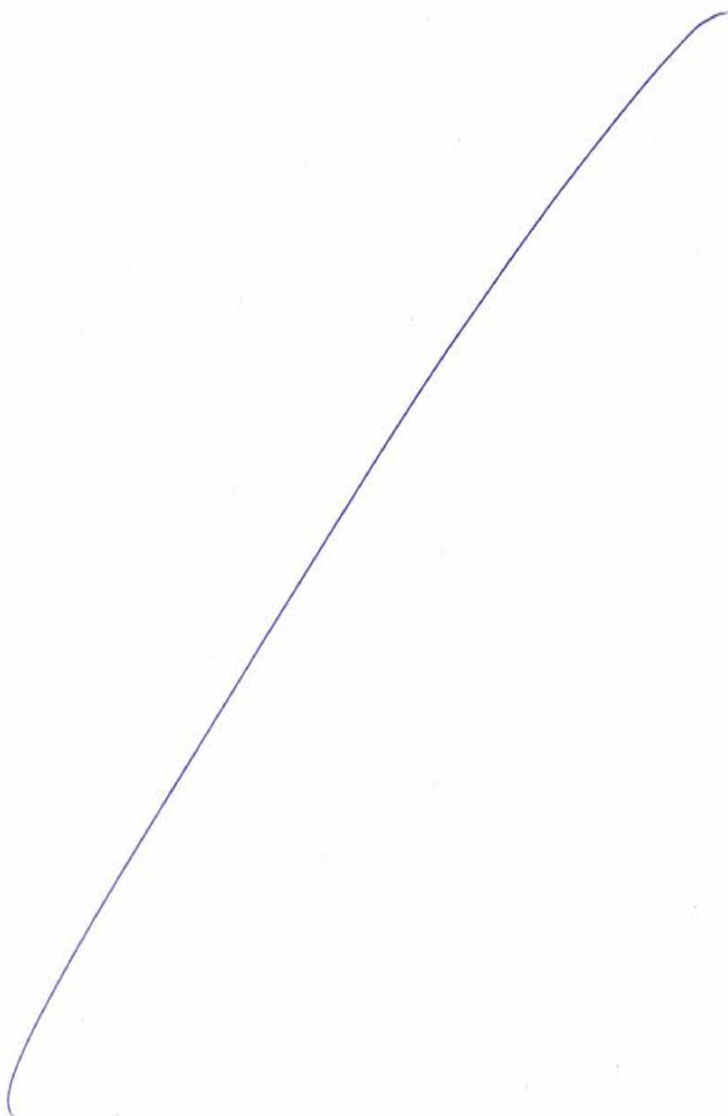
Erection using suitable mobile craneage has frequently been executed by VSL, particularly in relation to balanced cantilever construction. When site and ground conditions are suitable, this method of erection has proved highly effective and can facilitate considerable rates of erection.

VSL project teams provide detailed craneage studies helping to optimise crane usage while minimising disruption to the surrounding environment. In particular, VSL has assisted contractors to develop and implement temporary traffic management schemes. VSL technical centres work with production

team to develop additional temporary works, in particular pier segment supports and access requirements. VSL is capable of offering stage-by-stage analysis and detailed precamber calculation. With careful project design and management, cranes of varying types and capacities have been utilised by



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CRANES



Lai Chi Kok - Hong Kong (2004-2006)
63,000m² of deck, 1,771 segments

FEATURES & ADVANTAGES

- Temporary works requirements are minimised.
- Fast rates of erection are possible.
- Multiple work fronts are possible.
- Optimised crew size.
- Minimal engineering requirements.
- Cranes are generally readily available in the market.
- Cranes can be utilised to execute other activities.
- Deck construction does not have to be linear, but can be sequenced to follow pier construction.



West Link - Australia (2004-2005)
63,000m² of deck, 3,013 segments

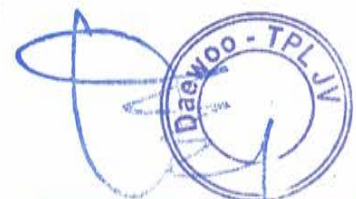


Shatin T3 - Hong Kong (2004-2007)
65,800m² of deck, 1,806 segments

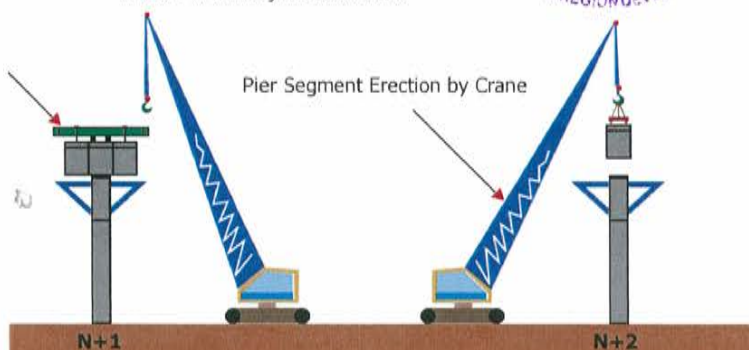


West Rail - Hong Kong (1999-2002)
8,330m² of deck, 617 segments

VSL to achieve the best operating results. Typical erection rates are up to 6 segments per day.

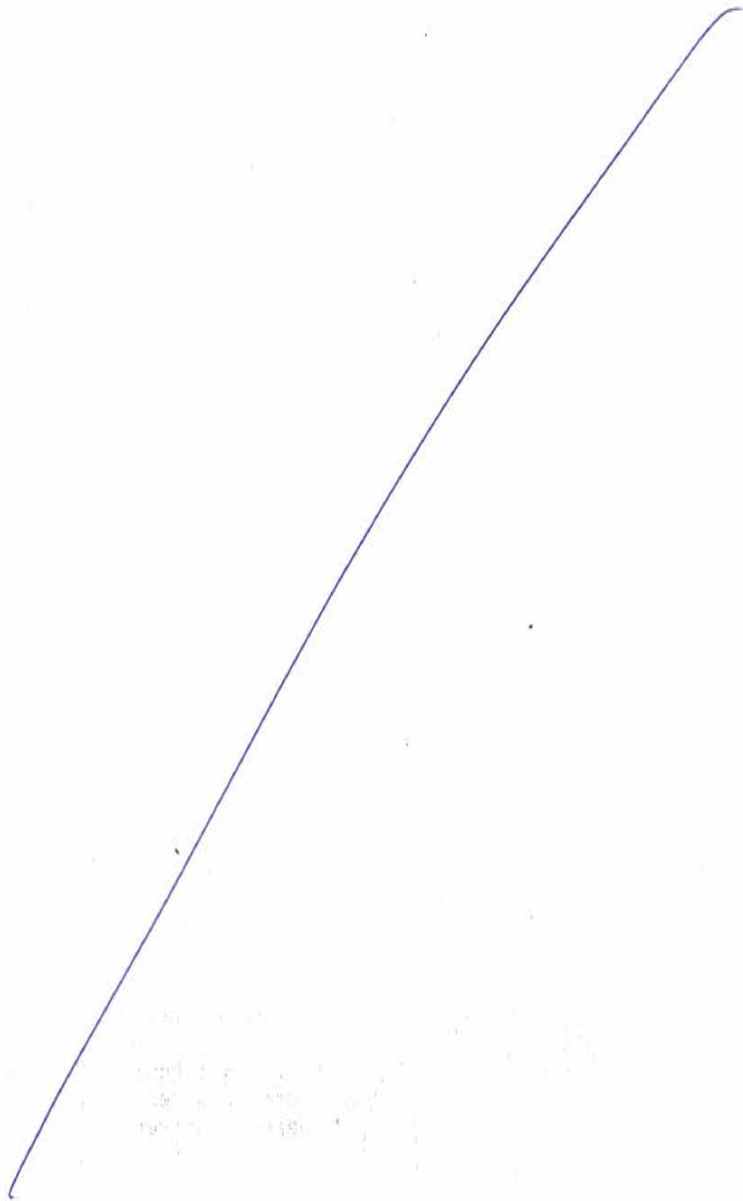


1st pair of field segments erected by crane. Segments are suspended from hanger beams if there is a wet joint to be cast.



Typical Erection Cycle	Duration: 8 Shifts							
Description	1	2	3	4	5	6	7	8
Installation of Pier Segment Support Brackets	Red	Red	Red	Red	Red	Red	Red	Red
Installation of Pier Segment	Yellow	Yellow	Yellow	Red	Yellow	Yellow	Yellow	Yellow
Segment Erection - Pair 1-3	Yellow	Yellow	Yellow	Yellow	Red	Yellow	Yellow	Yellow
Segment Erection - Pair 4-6	Yellow	Yellow	Yellow	Yellow	Yellow	Red	Yellow	Yellow
Segment Erection - Pair 7-9	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Red	Yellow
Segment Erection - Pair 10-12	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Red

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PRECAST SEGMENTAL ERECTION PRECAST BEAM METHOD

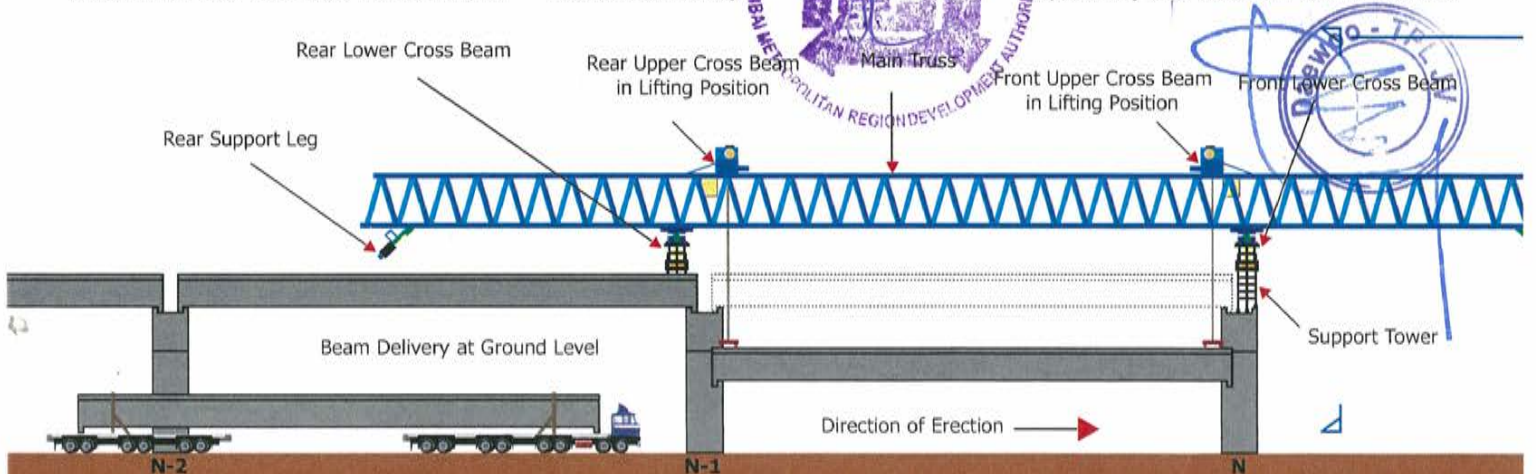


N-S Link - Jakarta (1989-1991)
2,000 beams

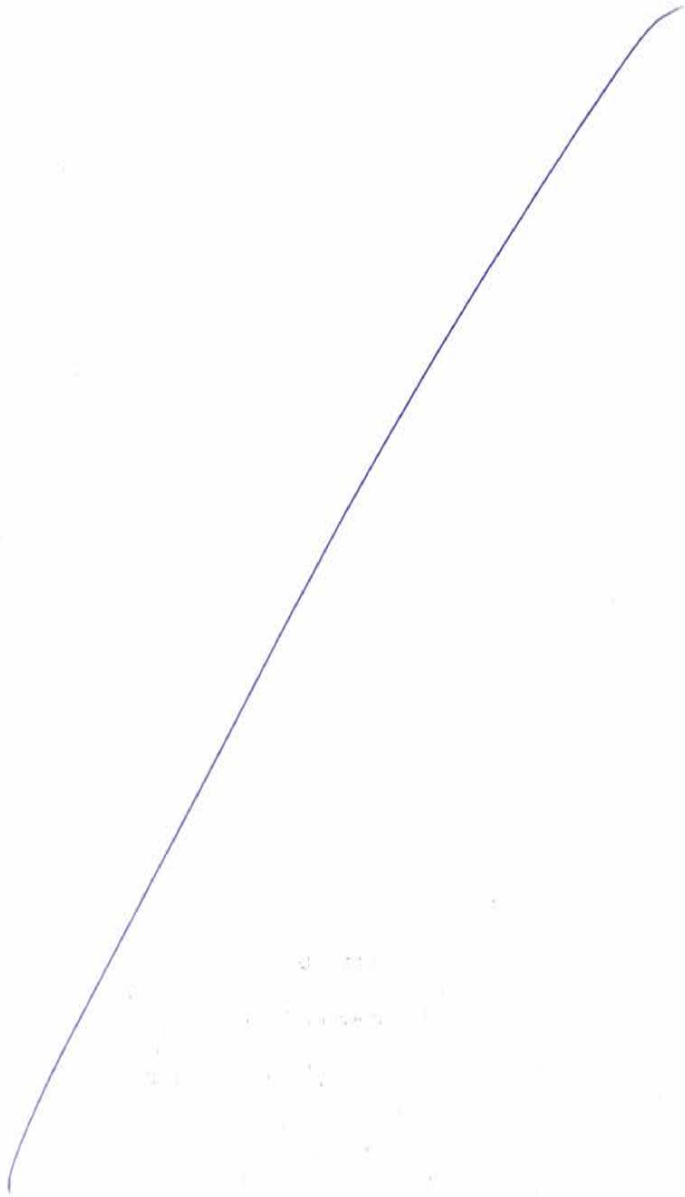
VSL has considerable experience in the erection of various precast beam structures. Methods of erection have been developed following extensive studies relating to site constraints. Generally, the delivery of precast beams to the erection front is the determinant that influences the method of

erection system to be adopted. VSL has utilised a variety of launching girders, beam launchers and lifting frames, capable of receiving precast beams directly behind below or in parallel to the erection system. I beams, U beams and T beams have been erected extensively.

In addition to the erection of primary structural members, VSL has also been responsible for the complete construction of bridge decks including placement of precast planks, and insitu works. VSL's experienced project specific management, supervisory and technical teams facilitate



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Palau Island Bridge - Palau (2003-2005)
4,000m² of deck, 52 beams



Cebu Coastal Road - Philippines (2001-2002) 24,000m² of deck, 320 beams



Sarasin Bridge - Phuket, Thailand (1991-1992) 7,800m² of deck, 182 beams



East Coast Parkway - Singapore (1981)
68,250m² of deck, 180 beams



Tutong Lumut Coastal Highway - Brunei (2001-2003) 6,100m² of deck, 210 beams



Saraburi - Thailand (1994-1995)

FEATURES & ADVANTAGES

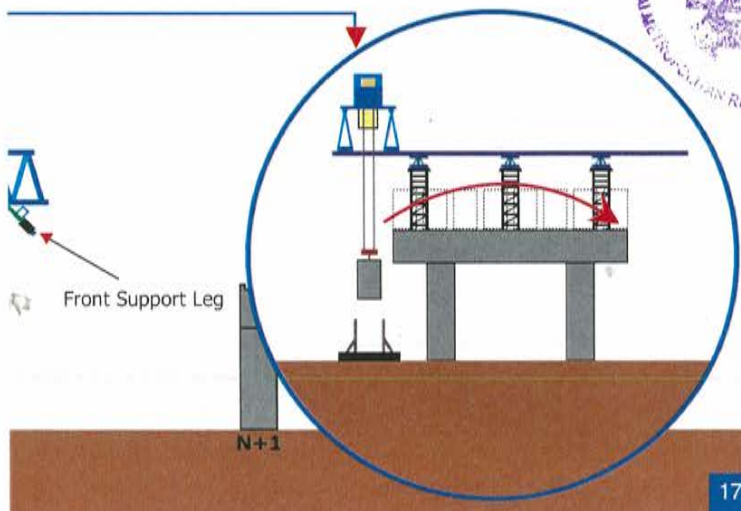
- Fast rates of erection.
- Relatively simple erection gantry, or crane erection.
- Beam delivery possible along completed deck to rear of gantry, thus minimising disruption to existing traffic networks.
- Small works crew size.
- Geometry control is minimised.
- Precast beam production is relatively simple and requires low levels of mechanisation.



rates of erection often exceeding one span per day.

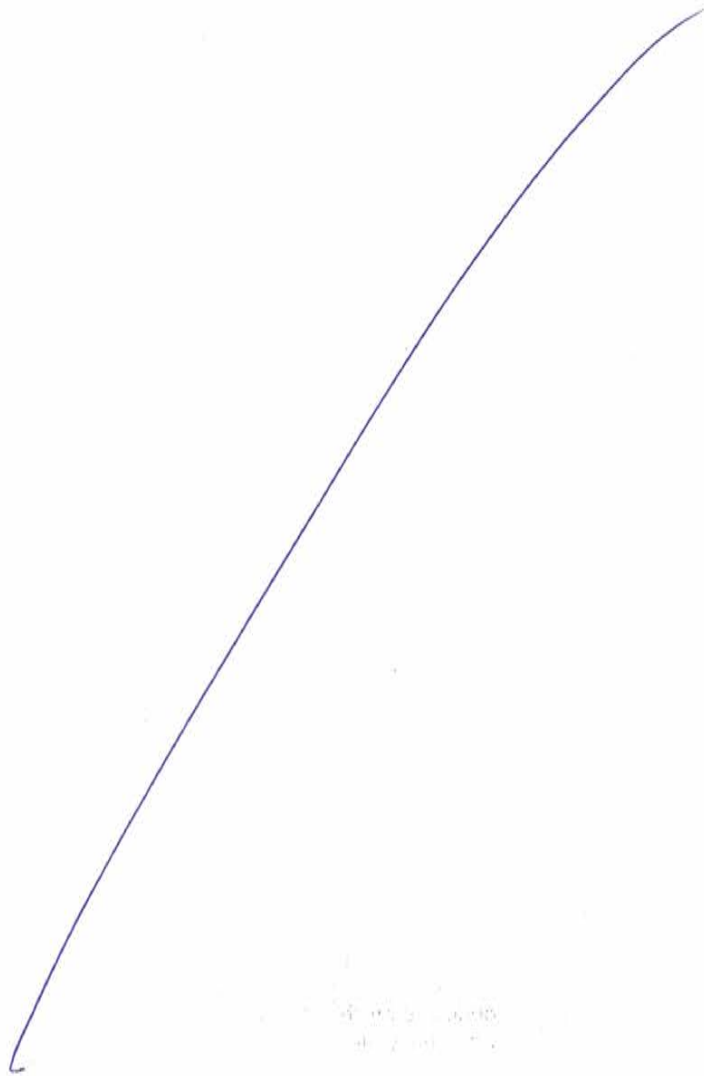
With the precast beam method, strand and winch lifting units are utilised, providing safe and precise placement of precast elements, allowing multiple degrees of alignment and efficient rates of erection.

Tandem lifting of full span precast beams with cranes has also been adopted facilitating the lifting of large loads often exceeding 100 tonnes in weight and 40m in length.



Typical Erection Cycle	Duration: 2-Shift Cycle (Hours)	
	Shift - 1 (10 Hour Shift)	Shift - 2 (10 Hour Shift)
Lift and place 1 st beam (outer most) with precast plank on top	Red	Yellow
Lift and place 2 nd beam with precast plank on top	Yellow	Red
Lift and place 3 rd beam with precast plank on top	Yellow	Red
Lift and place 4 th beam with precast plank on top	Yellow	Red
Reposition the intermediate planks into final position	Yellow	Red
Move gantry to center viaduct then launch to next span	Yellow	Red

3455



PRECAST SEGMENTAL ERECTION FULL SPAN PRECAST METHOD

3456

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Taiwan High Speed Rail C215- Taiwan
(2000-2004) 260,000m² of deck, 602 spans

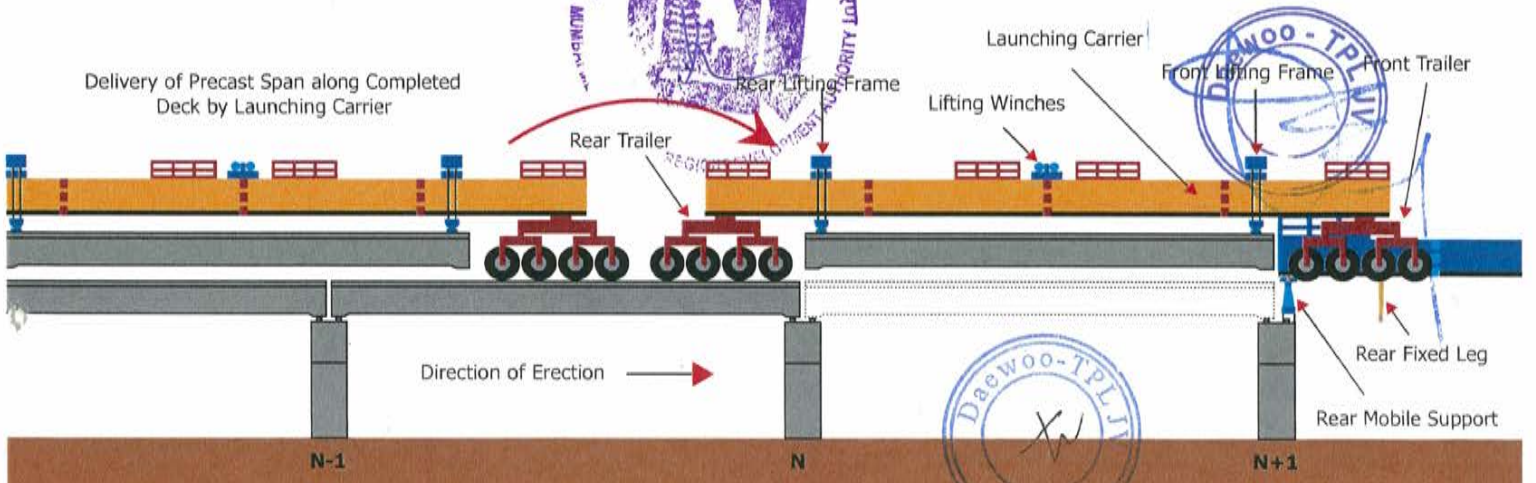
The full span precast method of erection is particularly suited to projects comprising multiple spans of similar length which have minimal horizontal radii. Typically rail networks are most suitable for this method of erection. VSL has considerable experience in this field of erection, with

specific references including the Taiwan High Speed Rail Project and the Singapore MRT.

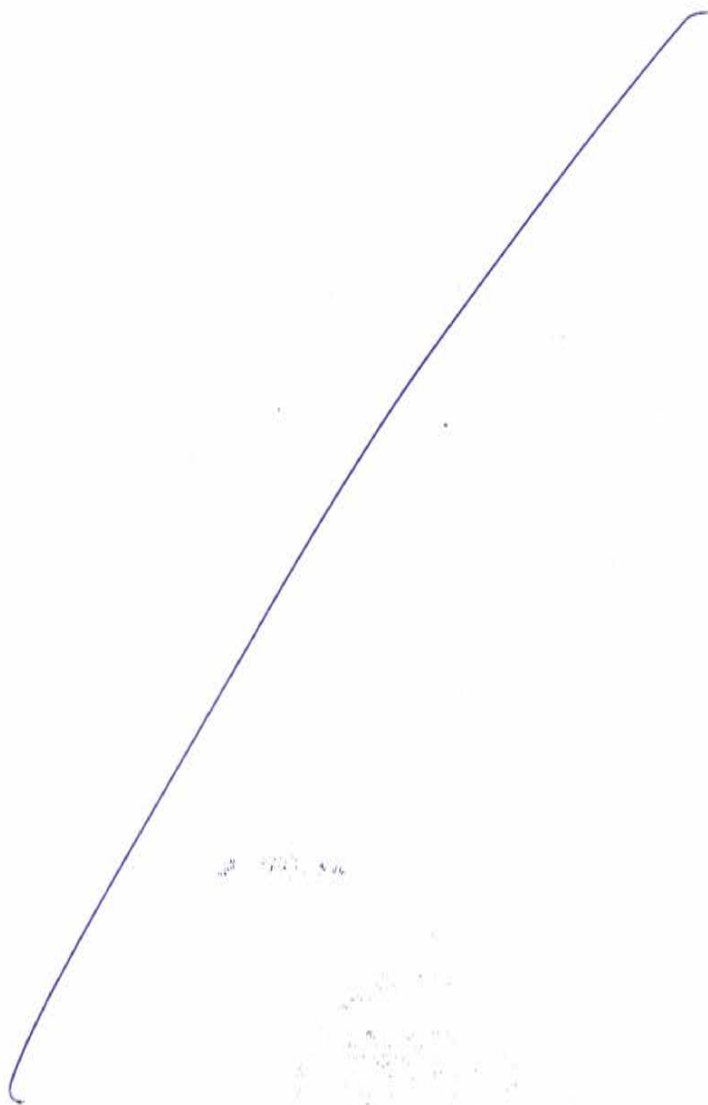
Full span precast elements can be constructed in a static casting yard under factory conditions which facilitate improved safety and quality while also optimising

labour and necessary plant requirements. Other than access to the pier heads, very little temporary works are required and follow up activities are minimised.

Rapid rates of erection are achievable, and VSL has obtained erection rates of up to 2 spans per day with one launcher. Delivery



3457





FEATURES & ADVANTAGES

- Very high rate of production, with very high quality.
- Minimal follow up works.
- Full span production in factory environment allows improvements in quality of precast elements.
- Delivery of elements to rear of gantry is possible along completed deck therefore minimising disruption to existing traffic networks.
- Reduced on site activities, improves safety and environmental concerns.
- Minimal additional temporary works are required.



Taiwan High Speed Rail C215 - Taiwan
(2000-2004) 260,000m² of deck, 602 spans



Seven Mile Bridge - USA (1980-1982)
130,000m² of deck, 265 spans



Taiwan High Speed Rail C215 - Taiwan
(2000-2004) 260,000m² of deck, 602 spans



MRT - Singapore (1985-1989)
114,000m² of deck, 1,000 spans

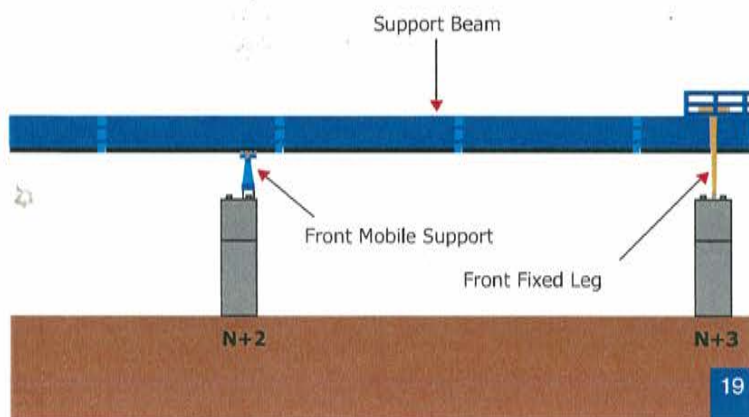


Taiwan High Speed Rail C215 - Taiwan
(2000-2004) 260,000m² of deck, 602 spans



MRT - Singapore (1985-1989)
114,000m² of deck, 1,000 spans

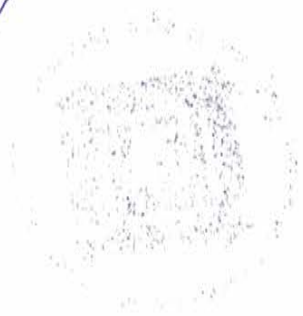
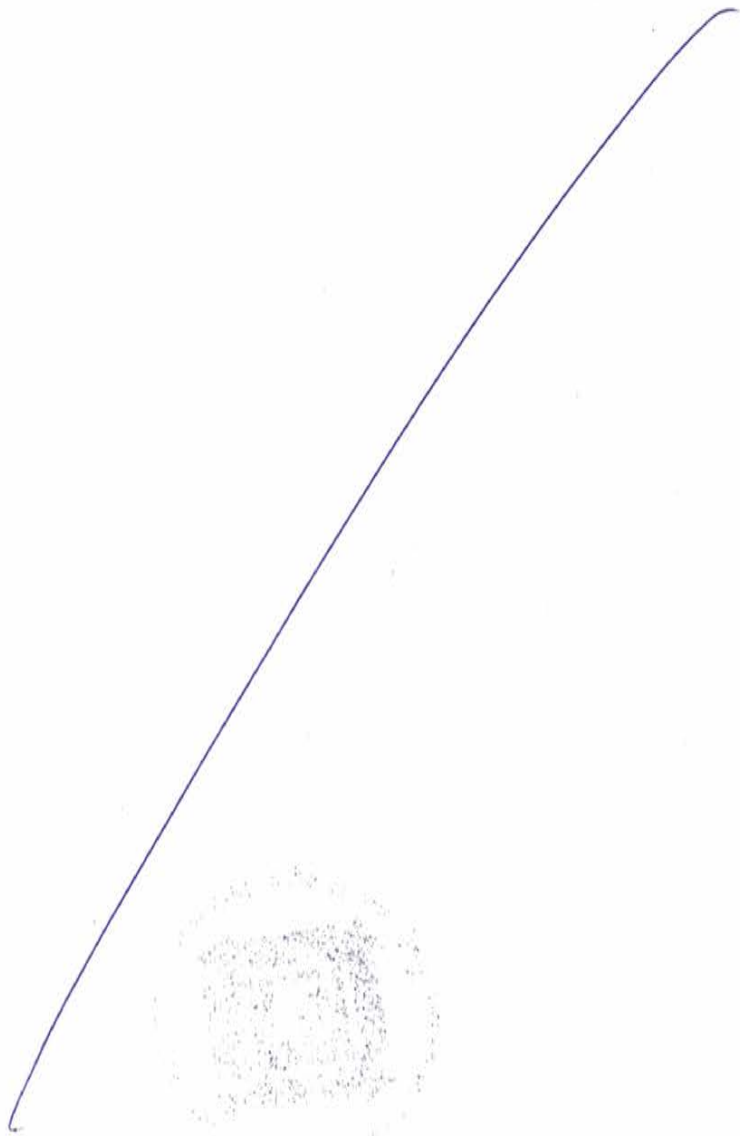
of precast elements along the completed deck reduces disruption to existing traffic networks and helps minimise ground improvement works that would otherwise be required to transport large elements at ground level.



Typical Erection Cycle Description	Duration: 1-Day Cycle (Hours)																		
	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Delivery New Span from Yard to Erection Site																			
Erection of New Span																			
Return Launching Carrier to Yard																			
Launching Carrier Available for Yard Handling																			
Load New Segment into Launching Carrier																			
Load Transfer from Temporary to Permanent Bearings																			
Prepare Permanent Bearings for Grouting																			
Grout Permanent Bearings																			

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1728

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PRECAST SEGMENTAL ERECTION SPAN BY SPAN ERECTION ON FALSEWORK

3460 433



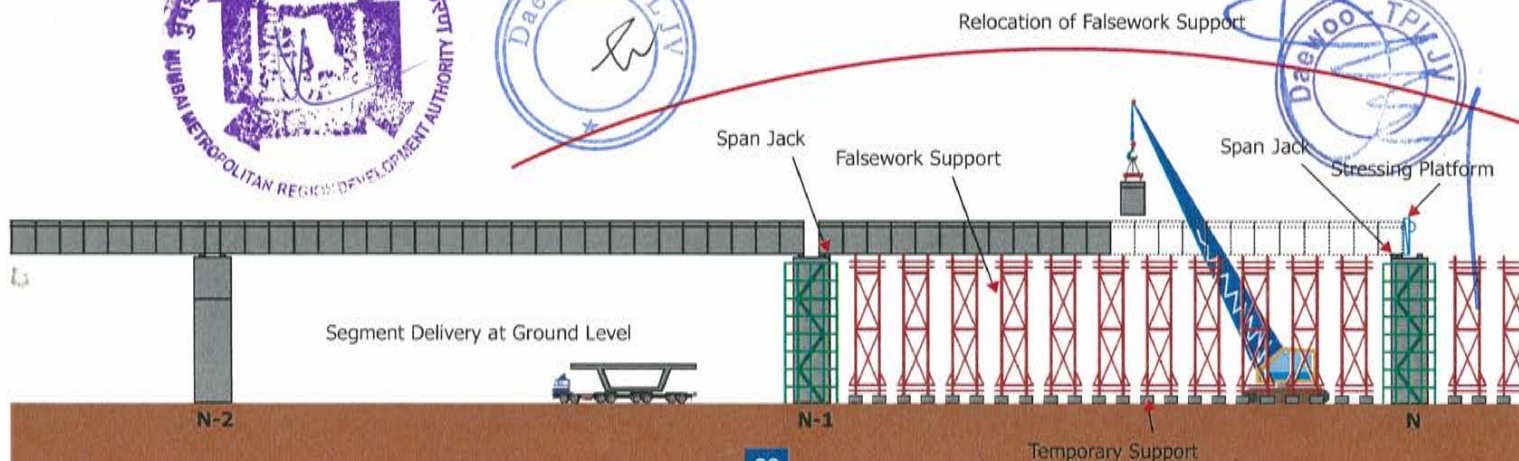
Deep Bay Link - Hong Kong (2004-2005)
108,000m² of deck, 3,014 segments

VSL has adopted the falsework support method on many precast segmental projects.

Dependent upon the imposed loading and the effective height, conventional scaffold support or heavy lifting systems are utilised. Hydraulic systems are incorporated

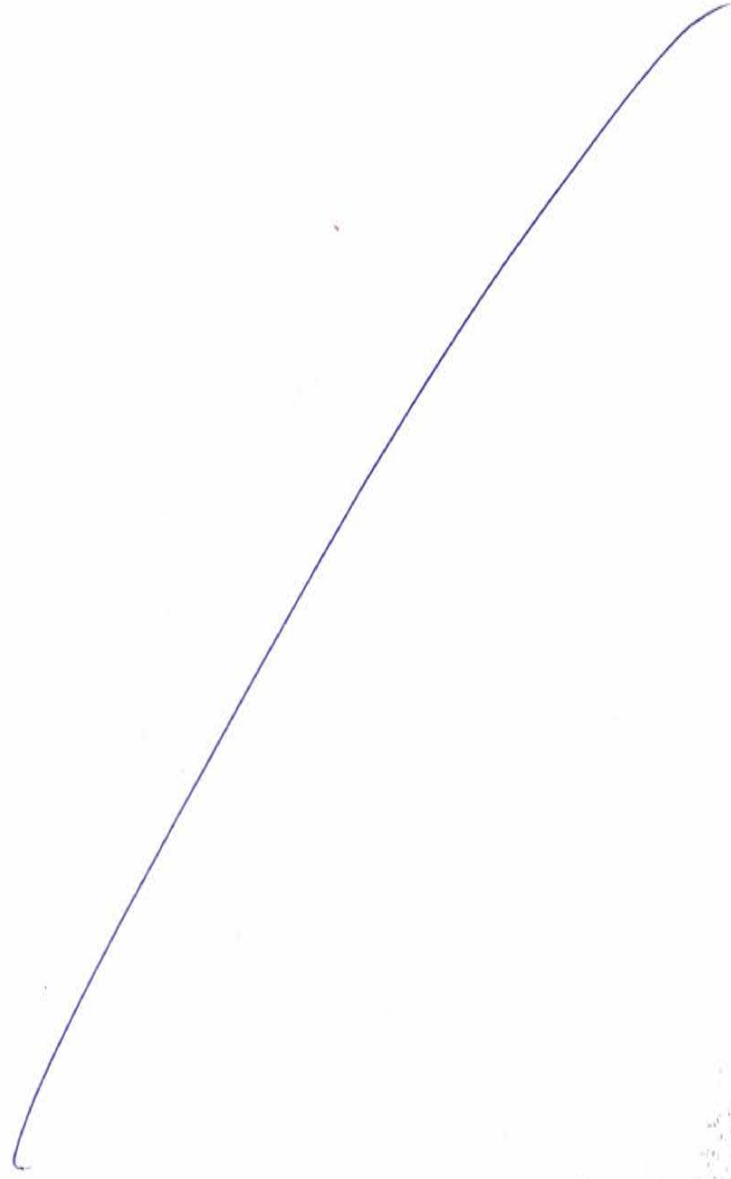
to enable temporary segment support, alignment and load transfer onto piers. Typically, segments are loaded onto the falsework support using suitable craneage. However, if access is limited, VSL has also developed alternative solutions for the handling and loading of segments. VSL

engineering and production staff conduct extensive logistic studies relating to site access, segment handling and temporary foundation needs. Modular support systems are adopted to minimise relocation durations and to optimise erection rates. Long span support structures are often developed to



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West Rail - Hong Kong (1999-2002)
116,667m² of deck, 8,642 segments



Penny's Bay - Hong Kong (2003-2004)
16,240m² of deck, 627 segments



Deep Bay Link - Hong Kong (2004-2005)
108,000m² of deck, 3,014 segments



Penny's Bay - Hong Kong (2003-2004)
16,240m² of deck, 627 segments



West Link - Australia (2004-2005)
108,000m² of deck, 3,013 segments



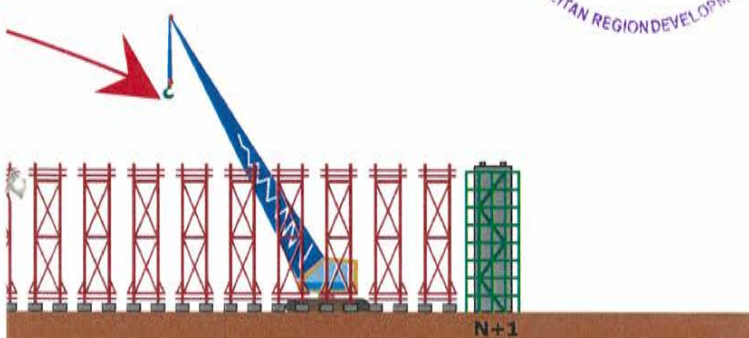
East Rail - Hong Kong (2000-2003)
58,320m² of deck, 4,449 segments

FEATURES & ADVANTAGES

- Minimised engineering requirements are possible.
- Modular support system can be relocated with ease and relatively quickly.
- Work can proceed on multiple work fronts.
- Production crew size is fully utilised and optimised.
- Good access is provided to all work fronts.

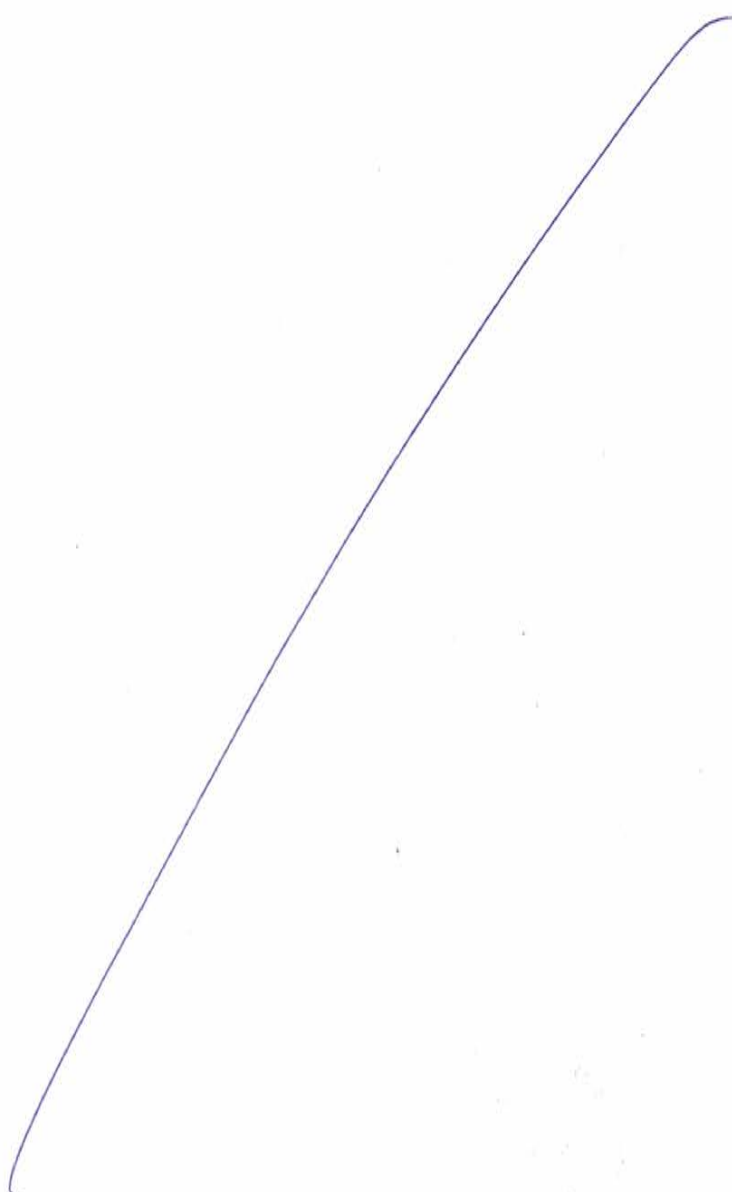


cater for road or rail crossings. Support structures incorporate access and working platforms and may include suspended containments to manage falling debris. Typical erection rates are up to one span every three days.



Typical Erection Cycle Description	Duration: 4-Day Cycle (Days)			
	1	2	3	4
Installation of Scaffold Support	Red	Yellow	Yellow	Yellow
Erection of Segments	Yellow	Red	Yellow	Yellow
Alignment and Gluing	Yellow	Yellow	Red	Yellow
Post Tensioning Operations	Yellow	Yellow	Yellow	Red
Load Transfer onto Permanent Bearings	Yellow	Yellow	Yellow	Red

3463



INSITU CONSTRUCTION INCREMENTAL LAUNCHING METHOD

3464 435



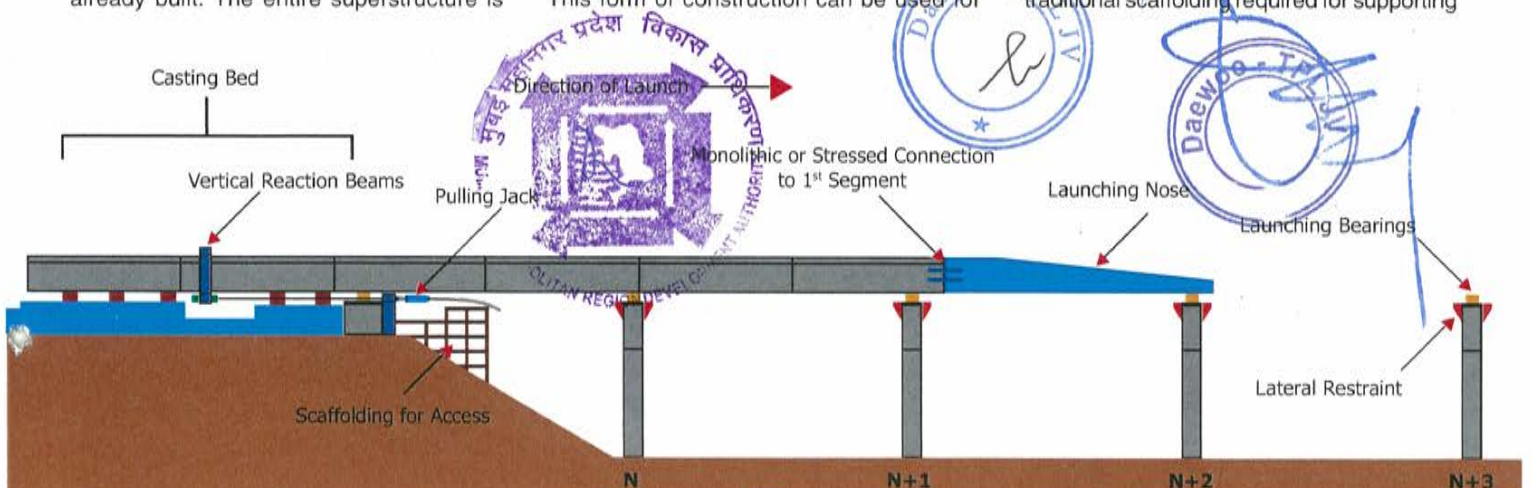
Kemena Bridge - Malaysia (2003-2005)
32-53m of span length, 4,947.6m² of surface

The principle of the incrementally launched bridge consists of building the superstructure segments in a casting yard located behind the bridge abutment. Each segment is matchcast against the previous one and prestressed to the section of superstructure already built. The entire superstructure is

then jacked forward a distance equal to the length of this segment. This process is repeated until the bridge is in its final position. Additional continuity prestress is then installed and the temporary bearings are replaced by the permanent bearings. This form of construction can be used for

bridges having constant cross sectional shape throughout their length. The bridge should be straight or have constant horizontal and vertical curvatures.

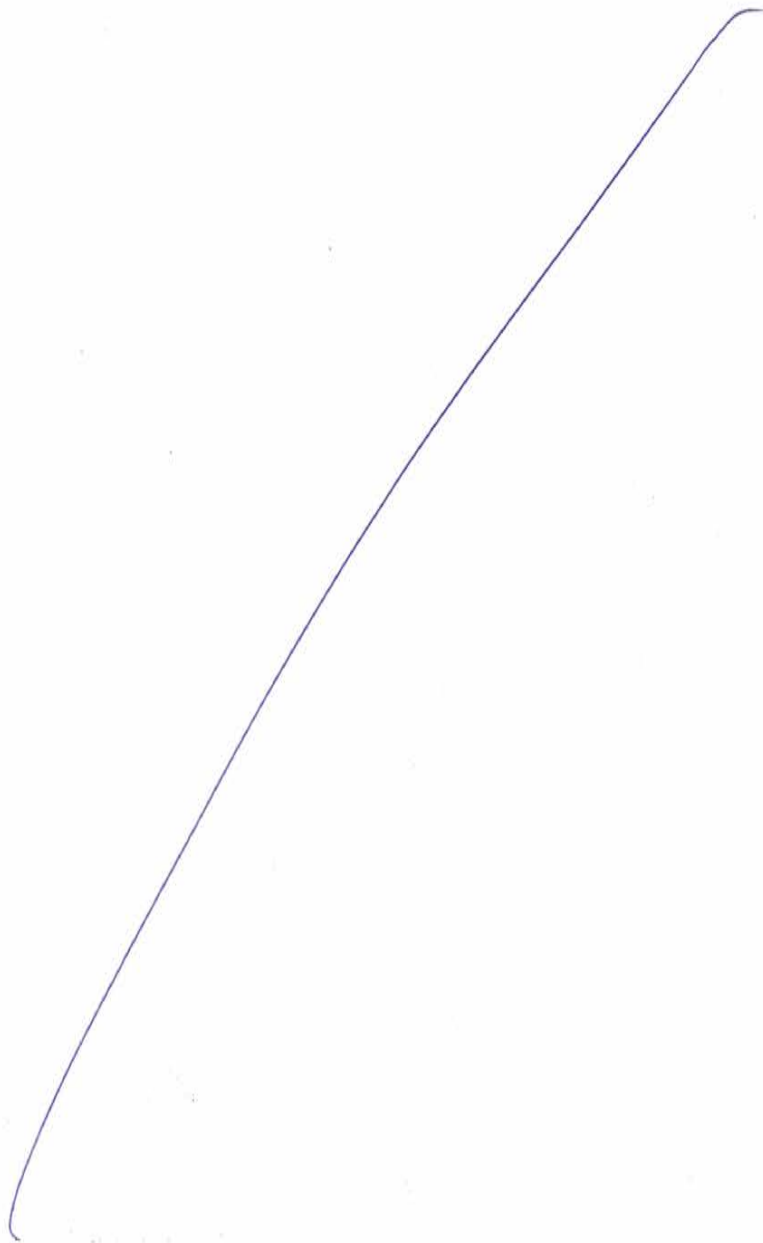
The incrementally launched bridge has several advantages. It eliminates the traditional scaffolding required for supporting



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Small circular marks and a vertical line on the right edge of the page.



Rybný Potok - Czech Republic (2005)
58m of span length, 10,858m² of surface



Brides Glens Bridge - Ireland (2003-2004)
45.9-65m of span length, 3,200m² of surface



Caguas River Bridge - Puerto Rico (1981) 385m of bridge length



Tampines Sengkang Flyover - Singapore (2002-2003)
5-63m of span length, 10,623.85m² of surface

FEATURES & ADVANTAGES

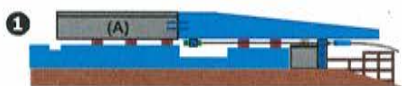
- Concentrated work front optimises craneage requirements.
- Site constraints such as poor ground conditions or ground traffic restriction can be minimised.
- Minimal temporary works.
- Seven-day cycle is achievable if overtime is allowed.
- Require only a moderate investment in specialised equipment such as launching nose, launching jacks, conventional jacks, launching bearings and guides.



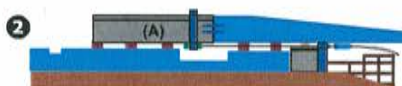
the formwork. This is particularly valuable for projects with high piers, in urban areas, spanning over deep water, over roads and over railways. Most of the construction operations take place in the same location, which may be organised as a precasting yard. The precasting work is thus more

easily supervised, giving a high quality of workmanship. However, it should be noted that the post-tensioning requirements for the launching operations usually result in higher quantities when compared with other construction methods.

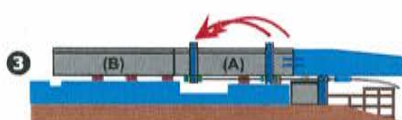
TYPICAL CONSTRUCTION SEQUENCE



Cast segment (A), install launching nose, install pulling units



Pull segment (A) forward using pulling jacks attached to reaction beam

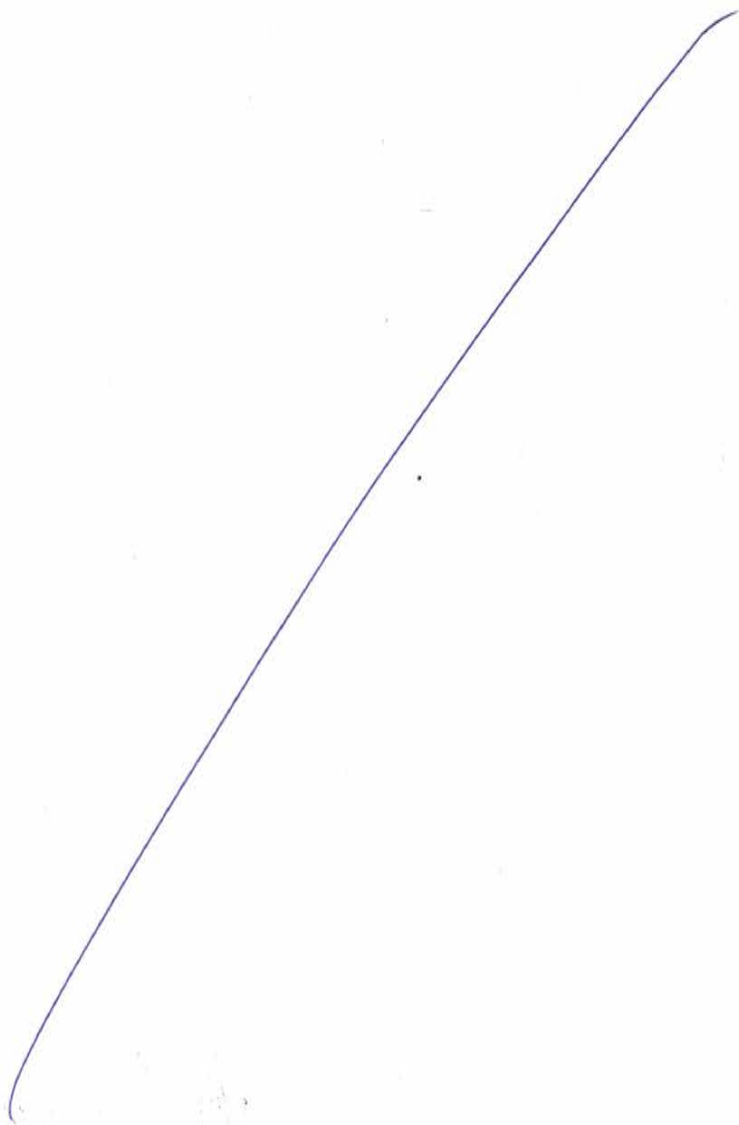


Construct segment (B), repeat stage 2 and 3 for remaining segments

Typical Construction Cycle	Duration: 8-Day Cycle (Days)							
Description	1	2	3	4	5	6	7	8
Launch Segment	█							
Strip and Clean Forms		█						
Install Base and Web Rebar			█					
Install Web Forms				█				
Concrete Base and Webs					█			
Install Inner Forms						█		
Install Top Slab Rebar							█	
Concrete Top Slab								█
Curing								█
Stress P.T.								█

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1948

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INSITU CONSTRUCTION FORM TRAVELLER METHOD

3468 437



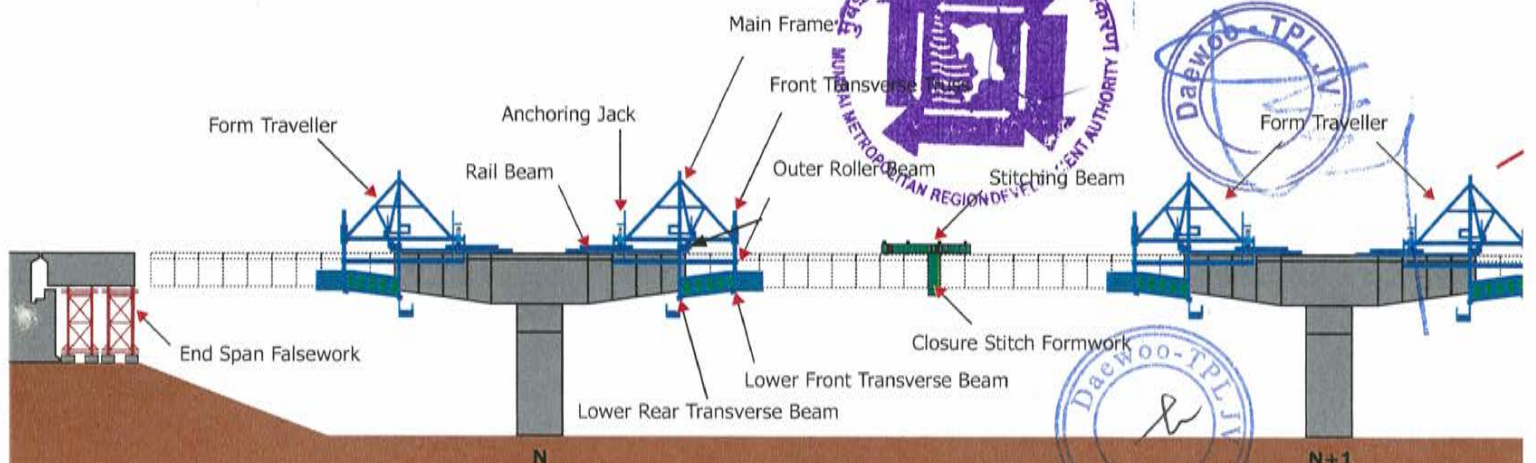
Second Gateway Bridge – Australia (2008-2010)
29,526m² of deck, 700 precast elements

Developed from VSL's earlier form traveller systems, VSL has produced a standardised modular form traveller system, applicable to most contemporary bridge designs. This highly flexible system allows efficient and repeated use on bridges with different cross sections. A variety of casting lengths can be

adopted to suit engineers' designs. Mechanical and hydraulic systems built into the form traveller system ensure precise control of the bridge during construction. The lightweight modular system requires minimal support craneage during assembly, erection and relocation.

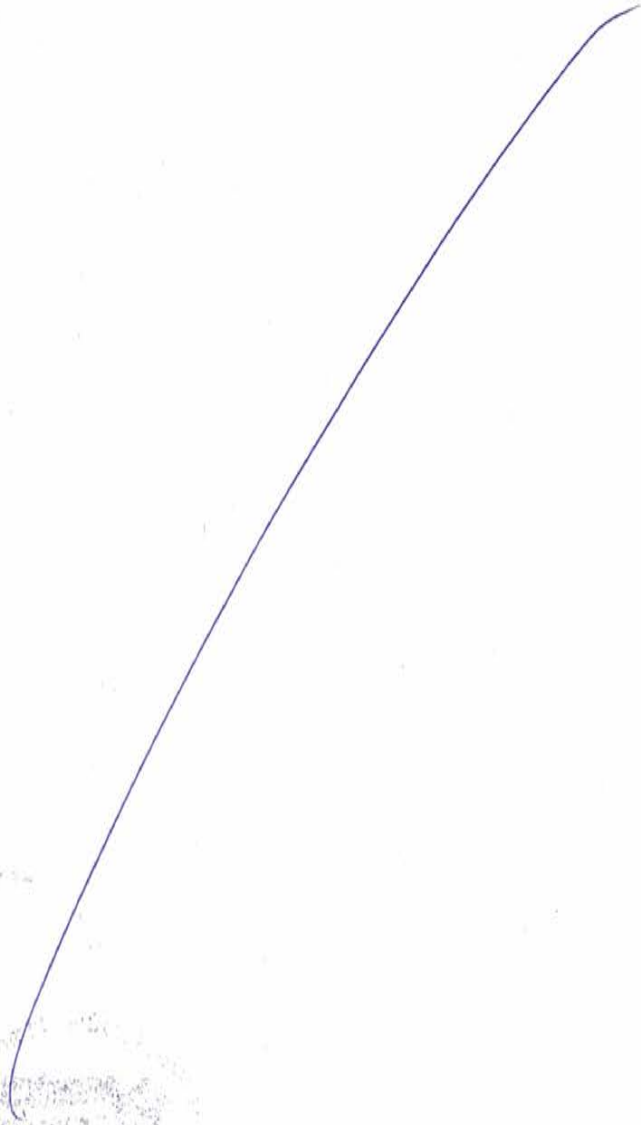
Unobstructed working platforms and access are incorporated into the form system.

Reinforcement and concreting operations have been optimised by minimising obstructions caused by the form traveller. Typical cycles of 5 days per pair of segments



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Baluarte Bridge - Mexico (2010)
Main span 1,000m, 1,000t of stay cables



H-3 North Halawa Valley Viaduct - Hawaii (1990-1992)



Sinu Bridge - Columbia (2005)
150m main span length, 2 cantilevers



Ma Wan - Hong Kong (1999)
48m main span length, 15 cantilevers



Chenur Bridge - Malaysia (2002-2004)
100m main span length, 7 cantilevers



Radès la Goulette Bridge - Tunisia (2006-2009) 120m main span, 3 spans

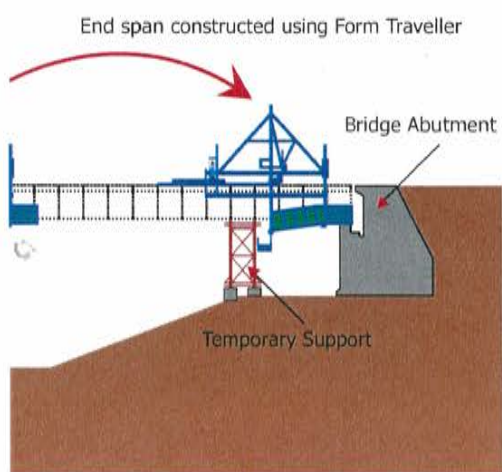
FEATURES & ADVANTAGES

- VSL modular form travellers are readily available and can be obtained quickly without major re-engineering required.
- Long-span bridge structures with access constraints can be easily accommodated.
- Craneage capacity requirements are minimised.
- Crew efficiency between 1 pair of form travellers is optimised.
- Deck construction does not have to be linear, but can be sequenced to follow pier construction.



are regularly achieved. If required, steam curing can also be incorporated into the form system resulting in typical cycles of 4 days per pair of segments. VSL technical centres continually work with engineers to optimise post-tensioning arrangements, often facilitating asymmetrical construction

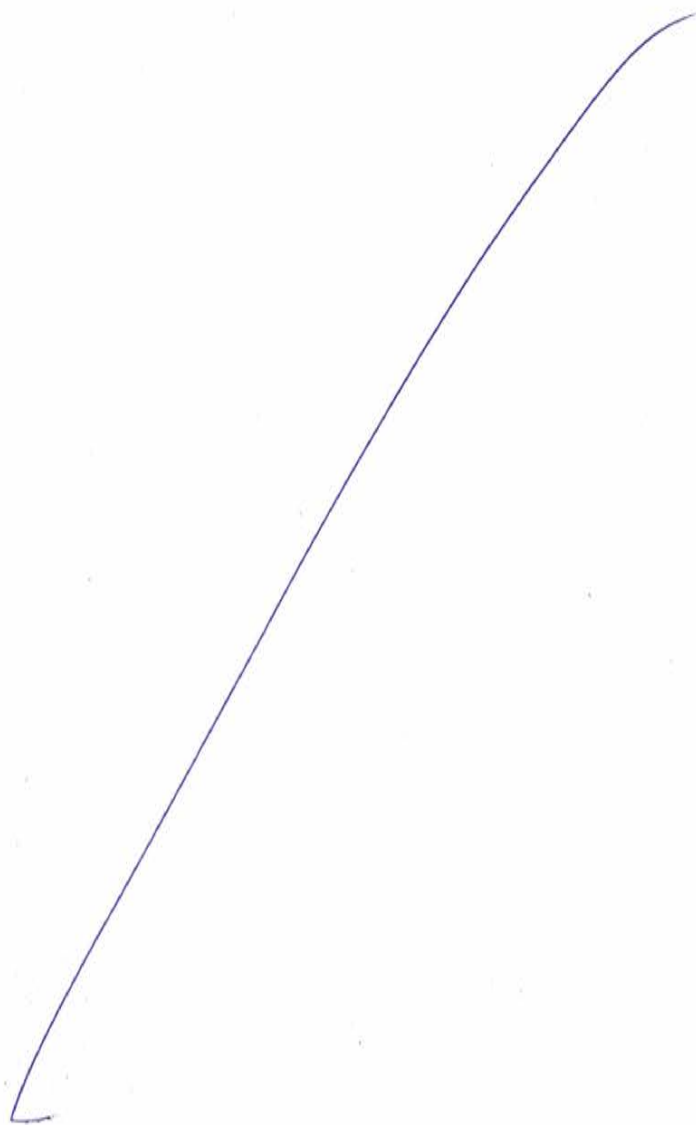
resulting in optimal usage of labour resources. Project specific forms are also developed to construct the pier head.



Typical Construction Cycle	Duration: 5-day cycle, 12 hours per day				
	Day 1	Day 2	Day 3	Day 4	Day 5
Removal of stop end form and form ties					
Installation of strand					
Stressing of cantilever P.T.					
Stripping of outer, inner, bottom form					
Launching and fixation of rail beam					
Launching and fixation of main frame					
Cleaning of form panels					
Rolling back of inner web forms					
Adjust / Close outer and bottom forms					
Placing P.T. ducts / inserts for bottom slab / webs					
Launch inner web forms, adjust / close inner web forms					
Placing reinforcement / P.T. ducts / insert for upper deck and cantilever wing					
Final survey / check of level / alignment					
Pour concrete					
Curing - Traveller #1					
Curing - Traveller #2					

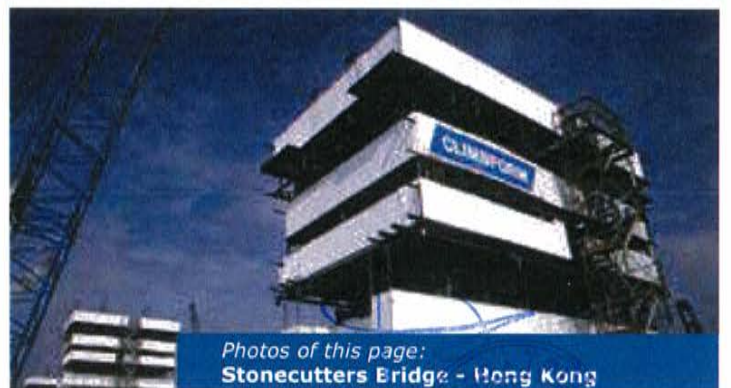
■ Traveller #1 ■ Traveller #2

3471



INSITU CONSTRUCTION VSL FORM SYSTEMS

3472 439



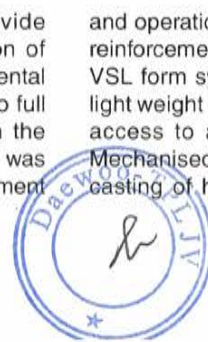
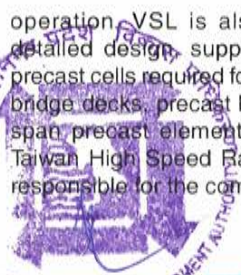
Photos of this page:
Stonecutters Bridge - Hong Kong

VSL has considerable experience in a wide variety of insitu form system ranging from self climbing form systems utilised for pier and pylon construction to large span underslung movable scaffold support systems.

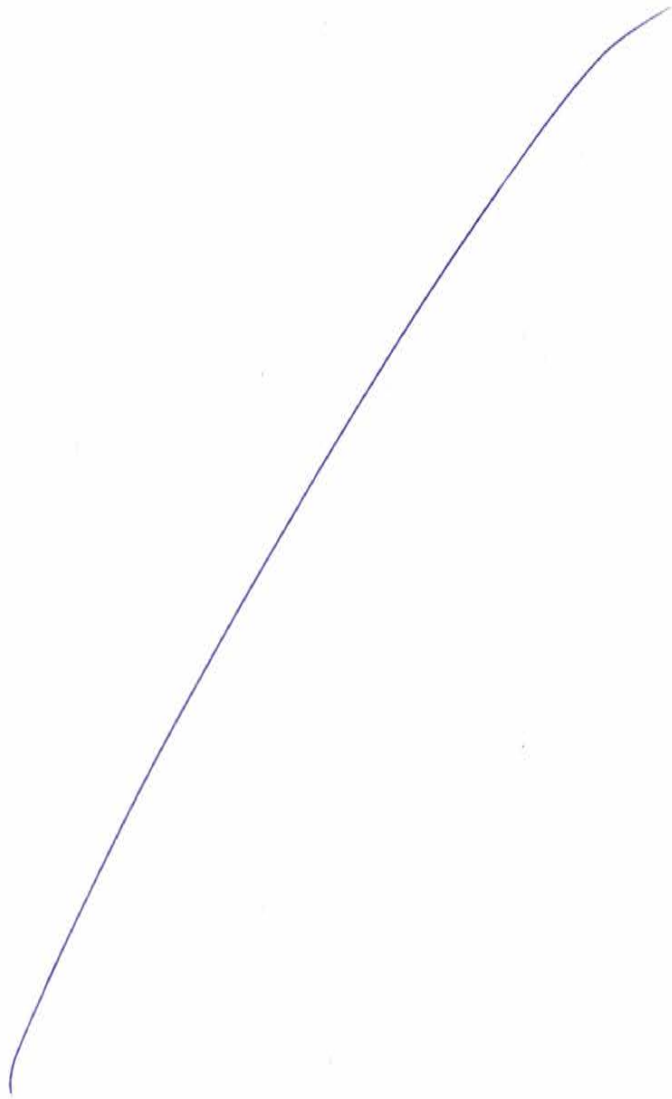
To complement any precast erection

operation VSL is also able to provide detailed design, supply and operation of precast cells required for precast segmental bridge decks, precast beams, and also full span precast elements. Recently, on the Taiwan High Speed Rail Project, VSL was responsible for the complete establishment

and operation of the casting yard including reinforcement and concreting operations. VSL form systems are generally modular, light weight and provide clear unobstructed access to all necessary working areas. Mechanised VSL Form Systems facilitate casting of highly complex structures with



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Light Rail Transit - Dubai (2007-2009)
Casting Yard



Tsing Ma Bridge - Hong Kong
Pier climbform



Taiwan High Speed Rail C215 - Taiwan
Pretensioning bed and form



Keppel Bay Bridge - Singapore (2007)
4,132m² of deck, 77 bridge segments



Kisosansen Bridge - Japan
Match cast short line cells



Taiwan High Speed Rail C215 - Taiwan
Pretensioning bed and form



Pakse Bridge - Laos
Match cast long line



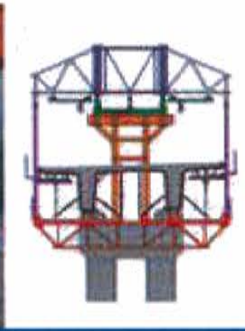
Metro de Santiago - Chile
Match cast long line



Metro de Santiago - Chile
Match cast long line



Ahnpyung Bridge - Korea
MSS



Bandra Worli - India
Match cast short line cells

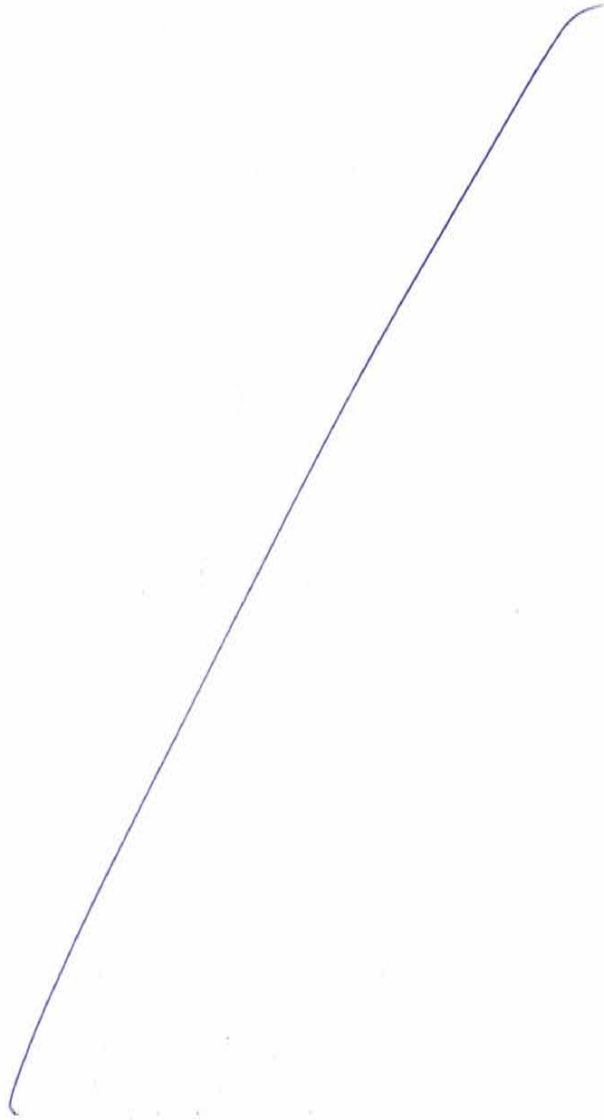
variable geometric properties, and produce high quality finishes often required by clients.

VSL managed casting yards regularly achieve precast segmental production rates of up to one segment per day, per cell. The VSL Climb Form System will generally

achieve an optimal cycle of three days per four meter lift, however, due to the modular arrangement of the system, variable lift heights can be accommodated with relative ease up to a maximum lift height of six meters.



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HEAVY LIFTING APPLICATIONS FOR BRIDGE



Stonecutters Bridge - Hong Kong (2007-2009)

Lifting and shifting of pier table segments and simultaneous lifting of a double deck span of each pylon

For economic or technical reasons, today's bridge structures are often assembled from large, heavy, pre-fabricated elements. For projects in which cranes or other conventional handling equipment cannot be used because of excessive weight, dimensions or space limitations, VSL Heavy Lifting will often provide the most effective solution.

VSL Heavy Lifting provides contractors, engineers and owners with a broad range of advantages, including:

- Economy and efficiency, through custom designed solutions.
- Reliability, based upon sound engineering and three decades of experience.
- The highest level of safety through the use of advanced and reliable hydraulic equipment.

Unique Solutions

VSL will plan lifting, horizontal jacking, or lowering operations and design the necessary temporary structures to suit the requirements of the projects. Sound engineering, clear thinking, the ability to innovate, and years of successful experience provide a guarantee of reliable and cost-effective solutions.

Safety

The safety of personnel and components are VSL's first priority. Specialised hydraulic lifting equipment is designed for the highest level of reliability, and all equipment is rigorously tested and serviced through VSL's quality control and maintenance program. VSL field services are also based upon a total commitment to safety.

The extensive experience of VSL personnel and VSL's exceptional track record provide further assurance of reliable performance.

Flexibility

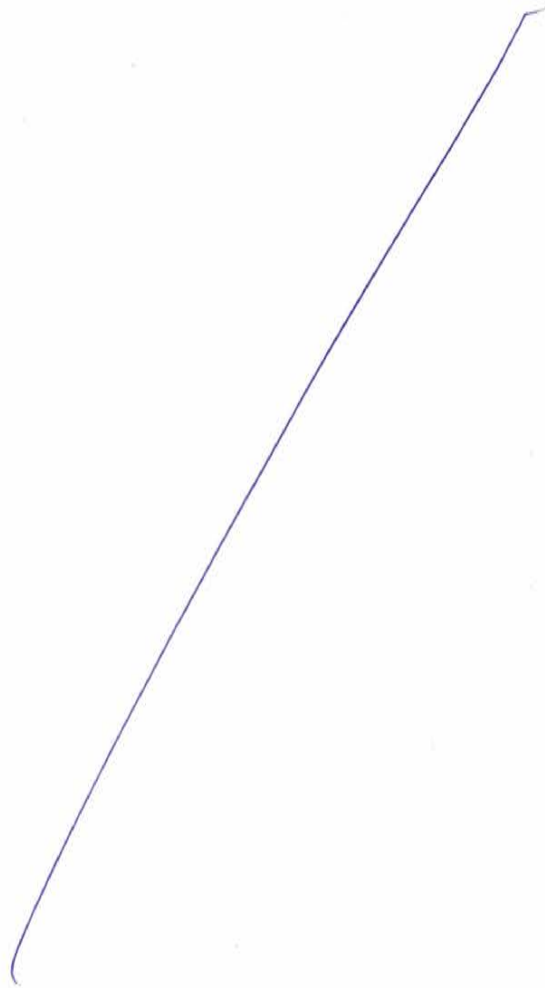
VSL's range of equipment provides the capability to lift or lower single loads well in excess of 10,000t and includes a large range of hydraulic jacks, pumps, controls units, monitoring devices, and modular lifting/jacking frames. Thus, VSL has both the capability and flexibility to perform virtually any project requiring lifting, lowering or horizontal jacking.

The VSL Service Package

VSL offers a complete range of services for the planning, engineering, equipment supply and execution of any heavy lifting project. VSL Heavy Lifting services provided throughout the world include:



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CONSTRUCTION



Infiernillo II Bridge - Mexico (2000)
Lifting of 3 arched steel trusses (600t each)



Industrial Ring Road - Thailand (2005-2006)
Lifting of 500t bridge deck segment



Sheik Zayed Bridge, Abu Dhabi - UAE (2009)
Turning and lifting bridge segments to final position.



Hochdonn Railway Bridge - Germany (2006)
Lowering of the steel structure (1.465t, lifting and tilting operations).



Gessnerbrück - Switzerland (2006)
Lifting of Bridge 3'500t for 23m



Loire River Bridge - France
Lifting of centre span (2,400t)



Serebryany Bor-Moskau-Ru Bridge - Russia (2008)
VSL Heavy lifting units with hydraulic pumps and strands

FEATURES & ADVANTAGES

- Economy and efficiency through custom designed solutions.
- Suitable for any heights and any loads.
- High level of safety as load is always secured mechanically.
- Reliability based on 35 years of solid experience.
- High flexibility with lifting units from 10t to 600t capacity.
- Lifting levels and loads with extremely tight tolerances are monitored and maintained with highly precise computer-aided control system.
- Very high capacity to the selfweight ratio.

- Feasibility studies and preliminary consultation for lifting, horizontal jacking and lowering operations.
- Project design and planning, equipment specification, scheduling and budgeting.

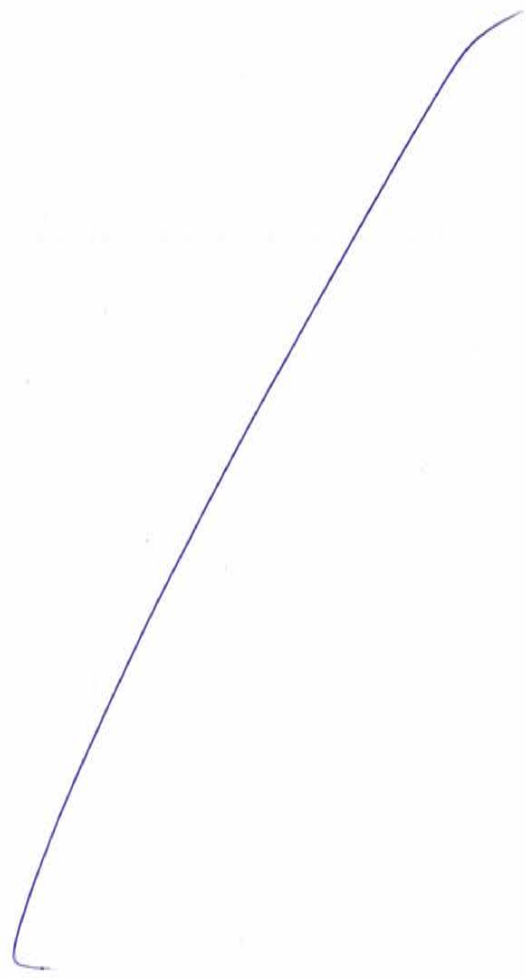
- Design, manufacture and supply of special equipment and temporary structures, if required.
- Leasing and operation of VSL equipment and execution by VSL or others.

The planning of a heavy lifting operation should be started as early as possible. Early involvement of VSL specialists will result in a handling scheme that optimises the project's economy, efficiency and schedule.



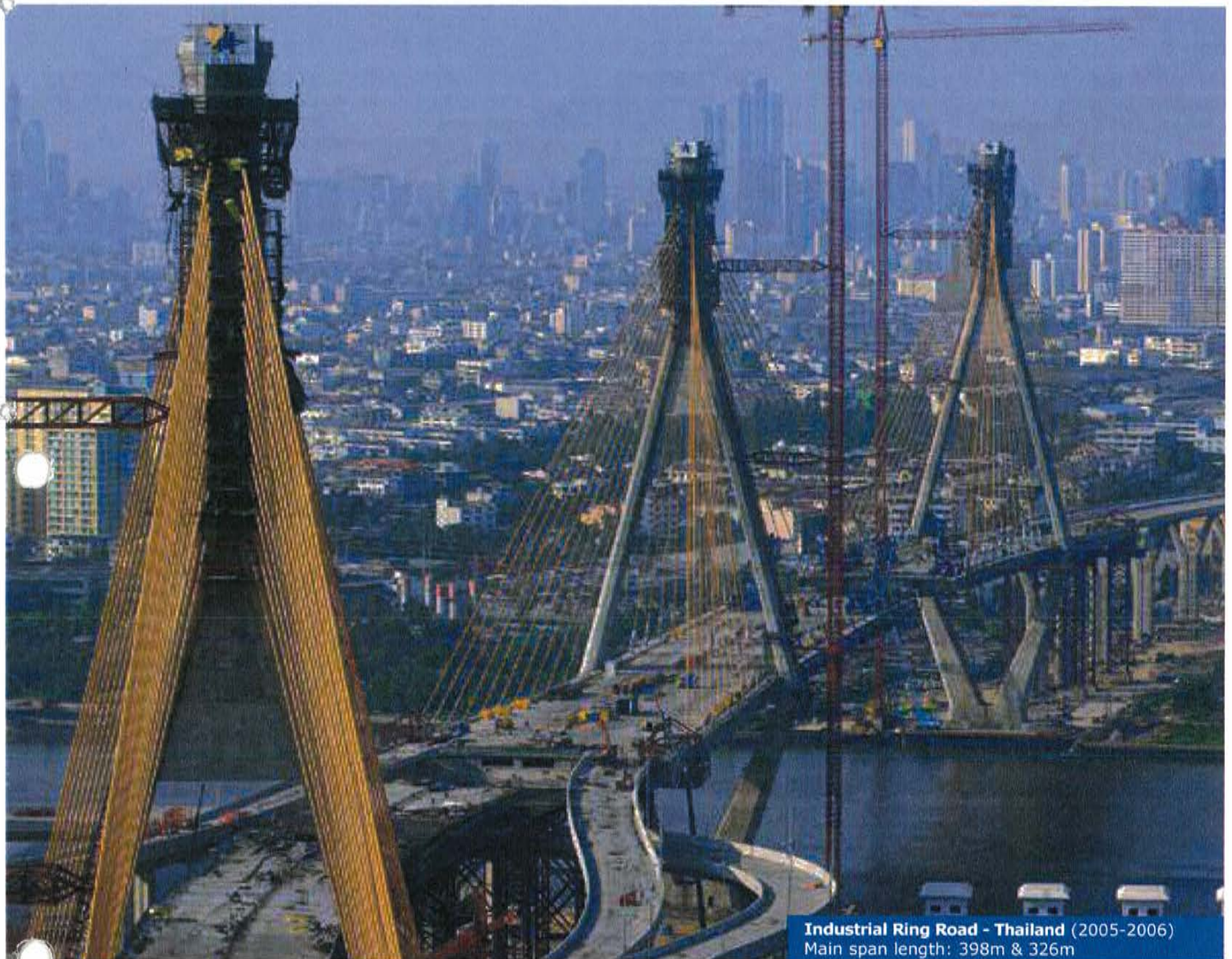
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STAY CABLE BRIDGE CONSTRUCTION VSL SSI 2000 STAY CABLE SYSTEM

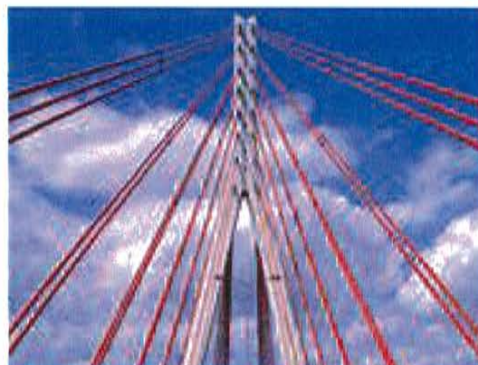
3480 443



Industrial Ring Road - Thailand (2005-2006)
Main span length: 398m & 326m



Taipei Ring Road - Taiwan (2008)
Main span 200m, 546t of stay cables



Sucharskiego Bridge - Poland (2000-2001)
Main span length: 230m

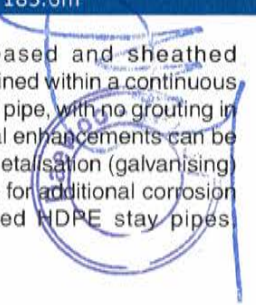
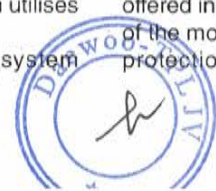


Europa Bridge - Portugal (2000-2002)
Main span length: 185.6m

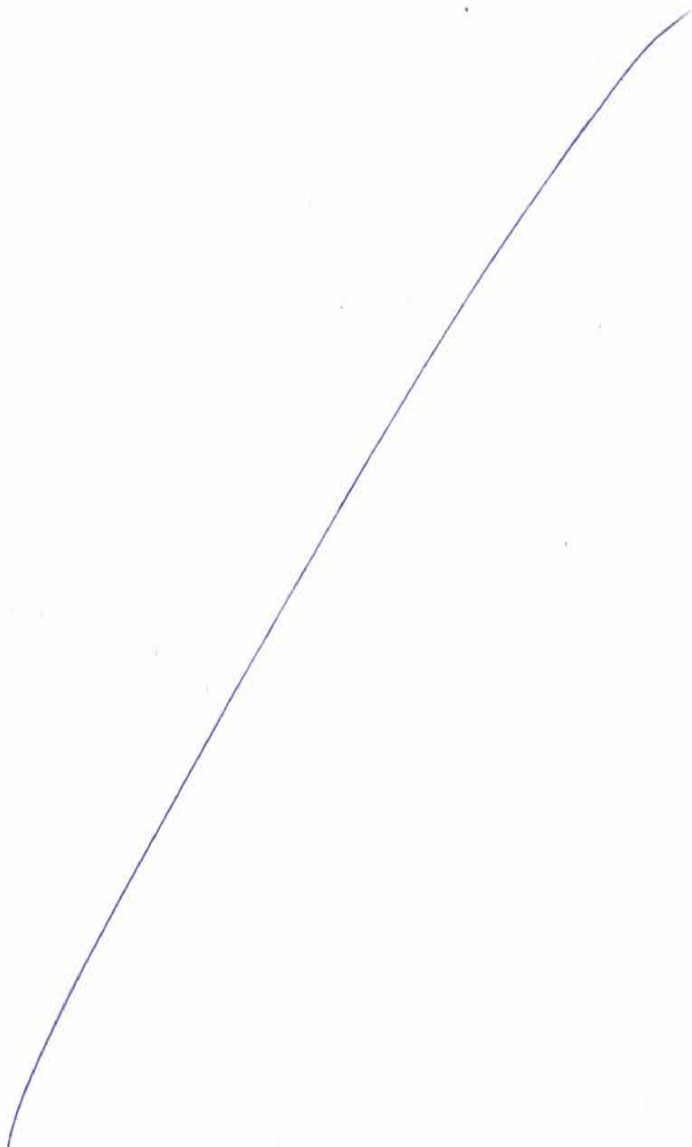
The VSL SSI 2000 Stay Cable System is acknowledged as being one of the leading systems currently available worldwide. The system is based around the proven VSL strand and wedge anchorage technology and is designed to meet the most stringent criteria offering high fatigue resistance

excellent corrosion protection, easy monitoring and maintenance. Installation and replacement is carried out using strand by strand method which has the benefit of requiring very little space and which utilises relatively light weight equipment. In the basic configuration the system

incorporates greased and sheathed monostrands contained within a continuous external HDPE stay pipe, with no grouting in the cable. Additional enhancements can be offered including; metalisation (galvanising) of the monostrands for additional corrosion protection, coloured HDPE stay pipes



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FEATURES & ADVANTAGES

- High fatigue resistance.
- Full encapsulation of strand inside the anchorage.
- Factory applied individual protection treatment, up to 100 years design life in the most aggressive environments.
- Compatible with modern construction methods; compact anchorages fully prefabricated in workshop, single strand installation with light equipment, easy force monitoring and adjustment.
- Faster installation and erection cycles, reduced maintenance.
- Designed to receive in the future vibration damping systems if necessary.
- Ability to remove and to replace individual strands if necessary.
- In some cases, the SSI 2000 Saddle can replace the anchorage in the pylon, easing considerably its detailing and construction.



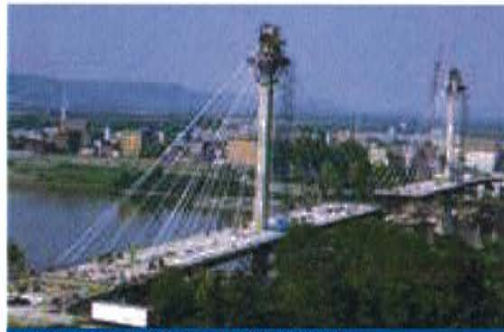
Wadi Leban Bridge - Saudi Arabia (1997)
Main span length: 405m



Neva Bridge - Russia (2002)
Main span length: 382m



Peldar Bridge - Colombia (2003)
Main span length: 120m



US Grant Bridge - USA (2003)
Main span length: 267m



Yichong Yiling Bridge - Hubei, China (2001)
Main Span Length: 348m



Safti Bridge - Singapore (1995)
Main span length: 99m



Taney Bridge - Ireland (2002)
Main span length: 109m



Radès La Goulette Bridge - Tunisia (2007) Main span length 120m



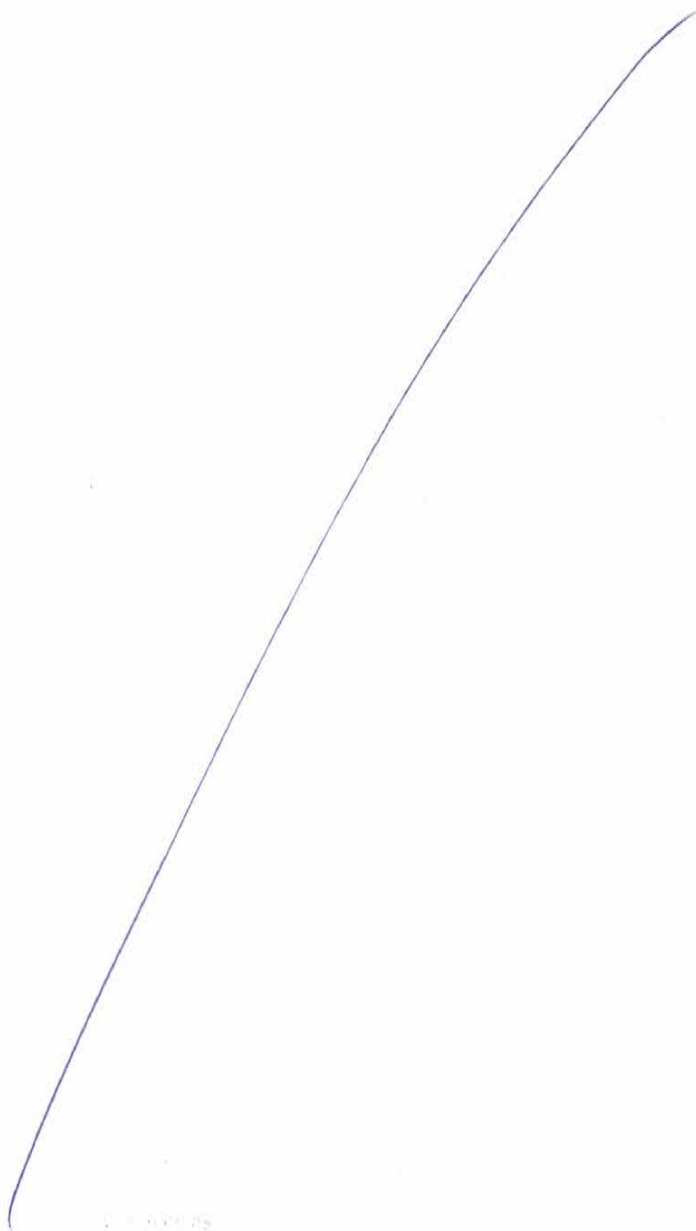
Uddevalla Bridge - Sweden (1998)
Main span length: 414m

helical ribbing on the stay pipes to reduce risk of wind rain induced cable vibrations, and the VSL Friction Damper one of the most efficient and robust forms of cable damping available.

In addition to the design, supply and installation of the stay cable system, VSL is

able to offer clients a full range of specialist bridge construction services from stage by stage construction analysis to the actual construction of the entire superstructure including the design and supply of the necessary temporary works and construction equipment.

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CREATING SUSTAINABLE SOLUTIONS TO



For VSL, sustainable construction means changing the way we do business: providing ever safer methods of construction and design, using methods and technologies that require less virgin material and less energy, while mitigating pollution and waste. VSL aims to produce schemes that ultimately require less maintenance and are easier to recycle, yet still achieve the required quality.

Many of VSL's systems and technologies are already contributing significantly to that target. VSL however does not limit the effort to construction techniques but also strives to improve every aspect of its activities for the benefit of all, and particularly for VSL clients concerned with such issues.

VSL Engineering



Each project presents unique challenges and, in recognition of this, members of VSL's technical staff work with contractors, owners and engineers to evaluate projects and determine optimal solutions. VSL's Technical Centres in Asia and Europe help the group around the world to save large amounts of new fabricated steel by recycling existing erection equipment for subsequent use on other bridge and viaduct construction projects.



VSL engineers have a cultural and professional responsibility to design safe, economical and buildable structures that meet the current and future needs of their owners and the public. VSL's sustainable designs aim

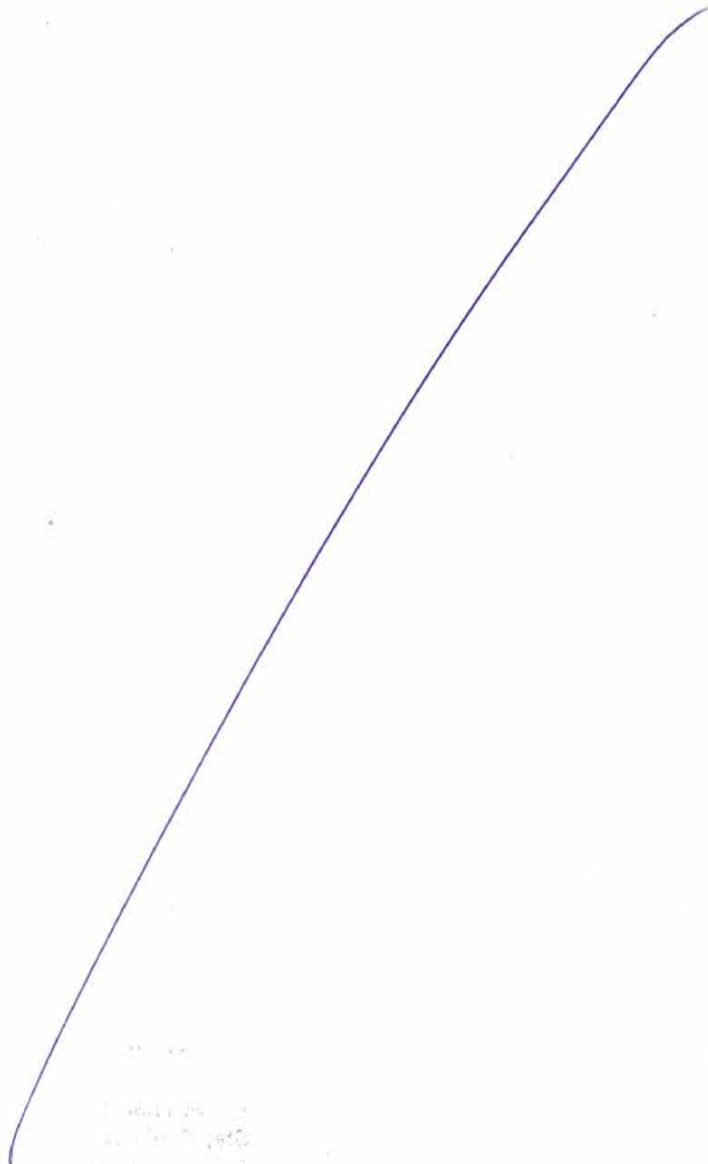
to reduce the amount of waste material, minimise the social impact of congestion caused by construction and cost less per year of service over the life of the bridge. Given VSL's potential involvement in such a wide range of engineering works related to bridges and viaducts, it is important to contribute to environmental protection and to look for savings and recycling opportunities. This issue has become an integral part of VSL

Technical Centres' day-to-day activities.



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GETHER

VSL Post-tensioning



Post-tensioning is a method of reinforcing (strengthening) concrete with high-strength steel strands or bars, typically referred to as tendons.

Post-tensioning is applied to large structures including bridges as well as others such as offices and apartment buildings, parking structures, slabs, sports stadiums, rock and soil anchors and water tanks. In many cases, post-tensioning pushes the limits of conventional construction and allows schemes that would otherwise be impossible because of either site constraints or architectural requirements.

The use of post-tensioning enables better use of materials by making the concrete work mainly under compression and the steel under tension. The result is that materials are used where they are strongest and most efficient, thus reducing the volume of materials required to build a structure.

Structures are less vulnerable to corrosion as there are substantially less – or no – cracks, because the concrete in post-tensioned structures is generally compressed.

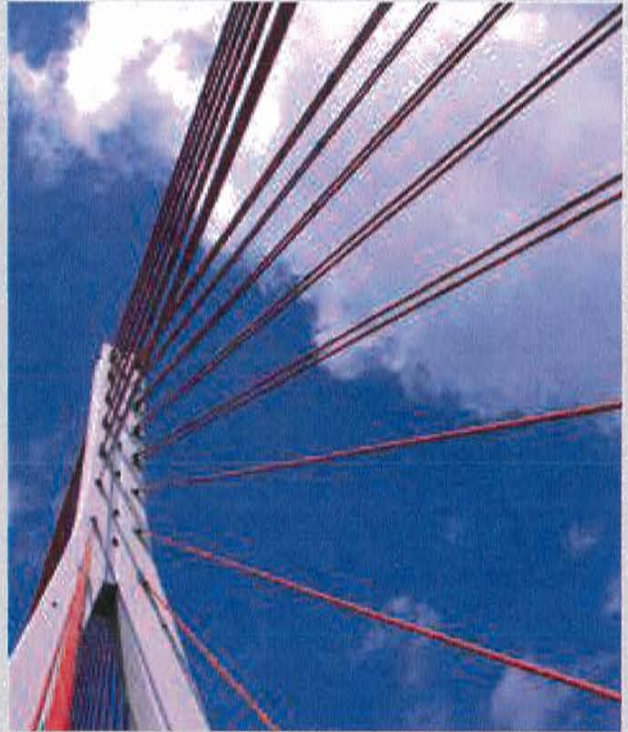
In addition, the environment provided by the concrete gives the reinforcing steel natural protection against corrosion and so structures require less maintenance and are more durable.

The use of the VSL PT-PLUS® system with corrugated plastic ducts is recommended for applications requiring enhanced corrosion protection and improved fatigue resistance of the tendons.

Please refer to the "VSL Post-tensioning solutions" brochure for further information.

VSL Stay cables

Cable-stayed structures are ideal for spans longer than typically seen in cantilever bridges and shorter than those requiring a suspension bridge. This is the range in which cantilever spans would rapidly grow heavier if they were lengthened, and in which the spans would be too short to be economical as a suspension bridge.

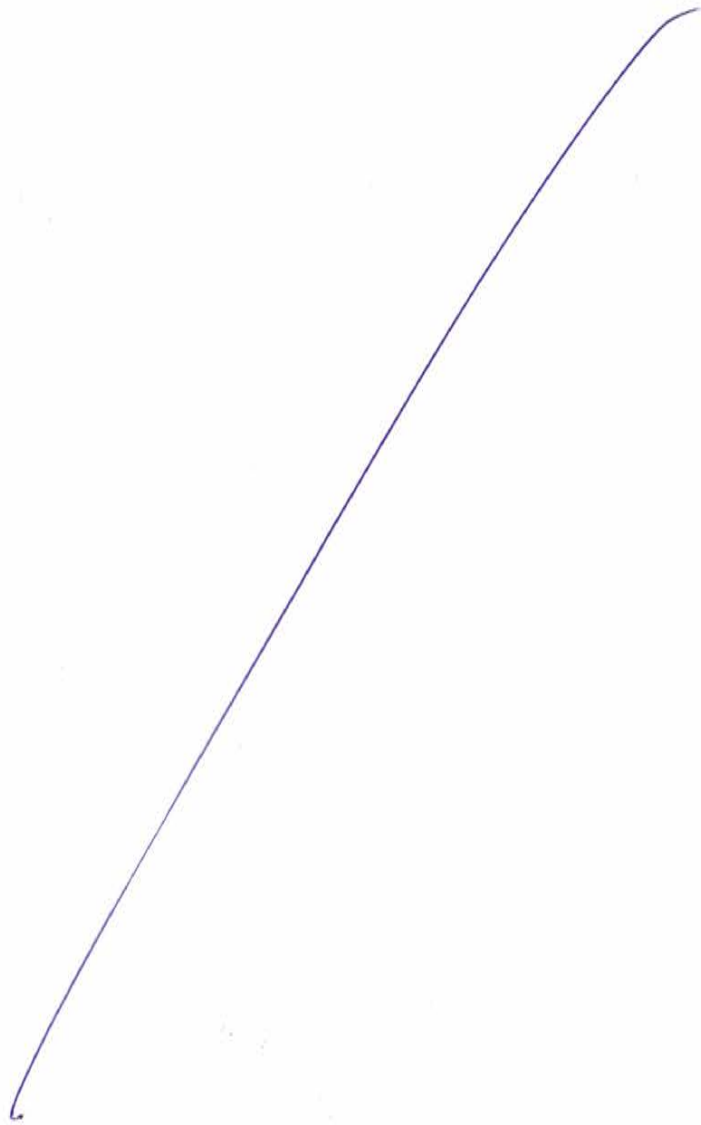


VSL Stay cables have a design life of 100 years even in the most aggressive environments. Elements are fully replaceable without requiring modifications to the structure. All the materials used are carefully selected and all components are detailed to meet the highest durability criteria. In addition, the modular nature of the VSL Stay Cable System helps reduce the environmental impact of maintenance operations by minimising the amount of waste generated when parts have to be replaced during the structure's life.

Please refer to the "VSL SSI 2000 Stay Cable System" brochure for further information.



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VSL Dampers for bridges



Modern cable-stayed structures have to accommodate increased dynamic demands on their cables. The most versatile means of controlling vibrations is to increase the structural damping ratio of the cables by installing VSL Dampers.

In addition to their high efficiency, they are adaptable, of great durability and have only very low maintenance costs, achieved by reducing the number of moving parts.

VSL's VE and Friction Dampers are based on the principle of energy dissipation, achieved respectively by the deformation of special rubber pads or by the friction between a steel plate and a special composite pad. In contrast, hydraulic dampers are mechanically more complex, subject to oil leakage and so require substantially more maintenance.



Furthermore, VSL Dampers' mitigation of vibrations reduces the risk of material fatigue in the stays and in the bridge, which in turn reduces the need for maintenance during the service life of the structure. Dampers make a vital contribution to increasing the life expectancy of the structures where they are installed.

Please refer to the "VSL Damping Systems for Stay Cables" brochure for further information.

VSL Heavy lifting



The VSL Heavy lifting methods using hydraulic jacks and strand or bar tendons are part of VSL's core business. The approach is very versatile and allows the movement of very heavy loads safely and economically.

The application of strand lifting units for lifting, lowering and the movement of heavy loads generally involves a custom-made method for every project. The resources are mostly reused and generate the minimum environmental impact.



Energy consumption is low. Other important factors are safety and ease of access. VSL's heavy lifting equipment can be placed in locations where no crane could reach. The strand lifting systems can be adapted to every kind of technical requirement and environment to move very heavy loads easily. Loads of 30,000t have been moved without any problems.

Please refer to the "VSL Heavy Lifting" brochure for further information.

VSL specialised bridge equipment



Construction of each bridge is different in many ways. Each can benefit from VSL's specialised, tailored bridge equipment to achieve a smoothly phased construction operation.

VSL also endeavours to use standardised construction equipment for customised applications, allowing a better reuse of machinery from one project to the next. Although almost every bridge project is a prototype, the erection equipment designed by VSL to suit individual applications is subsequently re-engineered for other projects. It might be used in similar ways or for very different methods – all made possible thanks to the strengths and experience of VSL's technical centres. This allows reuse of the same equipment many times over several years, achieving substantial reductions in the amount of new temporary works required on the projects VSL is involved in.

VSL Repair or strengthening solutions

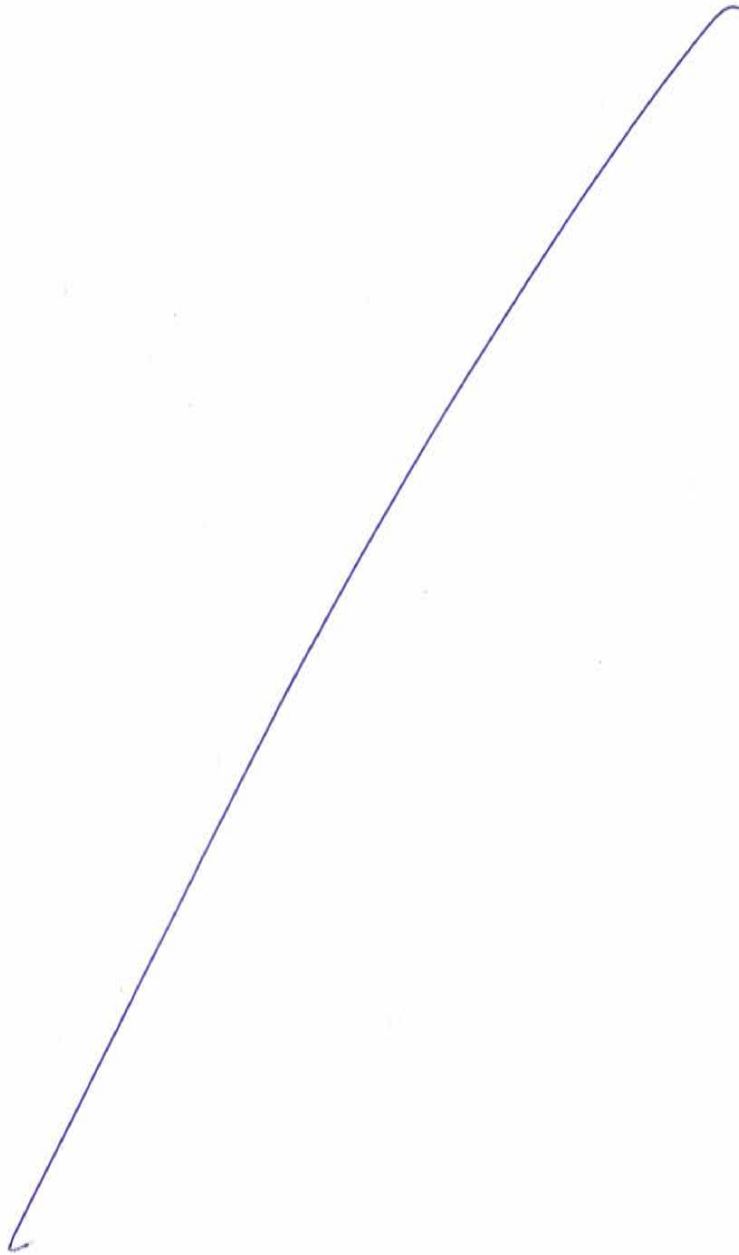


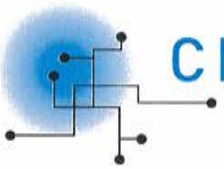
A bridge may be repaired or strengthened with external post-tensioning, cable stays, concrete and steelwork treatment, expansion joints, structural bearings and seismic devices. Repairing and strengthening minimises waste and conserves natural resources, instead of destroying them by building anew. Strengthening enables VSL to extend the life of bridges and viaducts, enhancing their capacity to accommodate new loading requirements.

Please refer to the "VSL Repair, Strengthening and Preservation" brochure for further information.



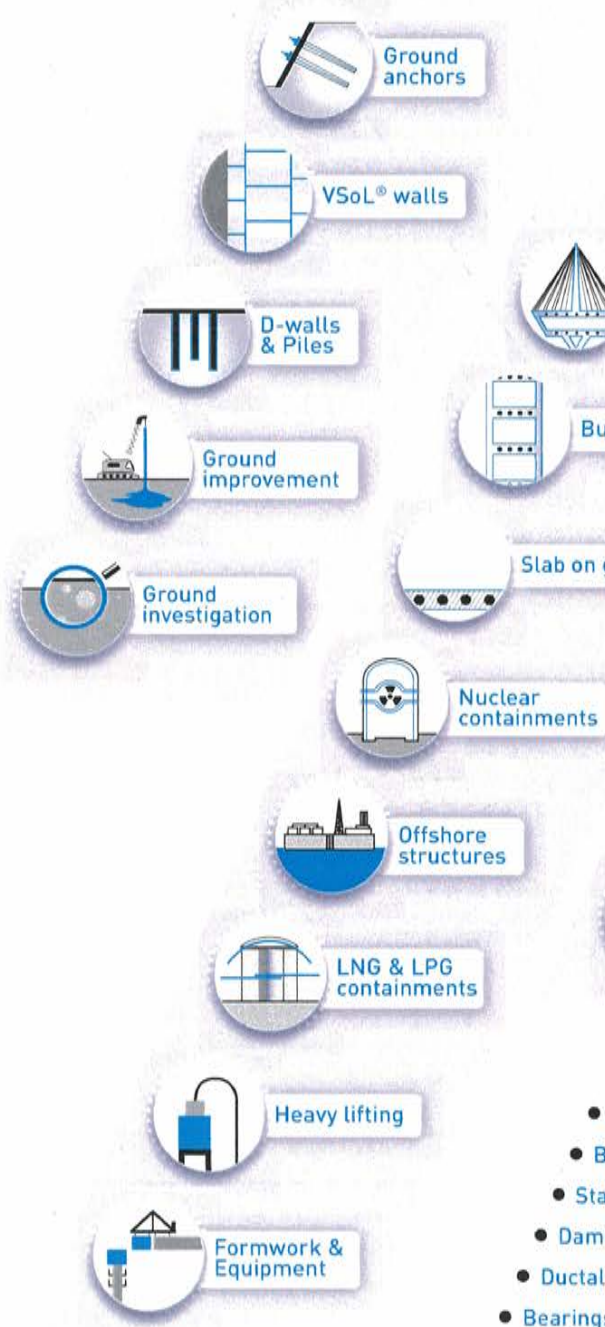
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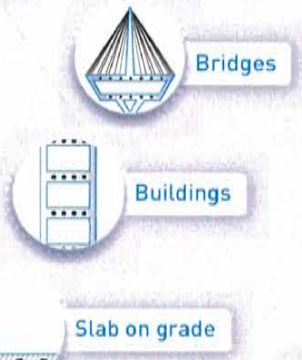


CREATING SOLUTIONS TOGETHER

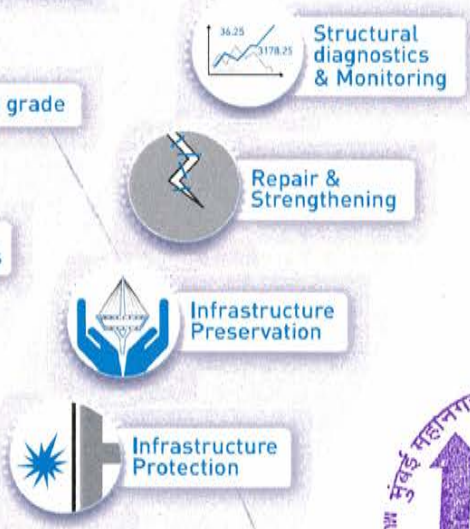
GROUND ENGINEERING



CONSTRUCTION



REPAIR, STRENGTHENING & PRESERVATION

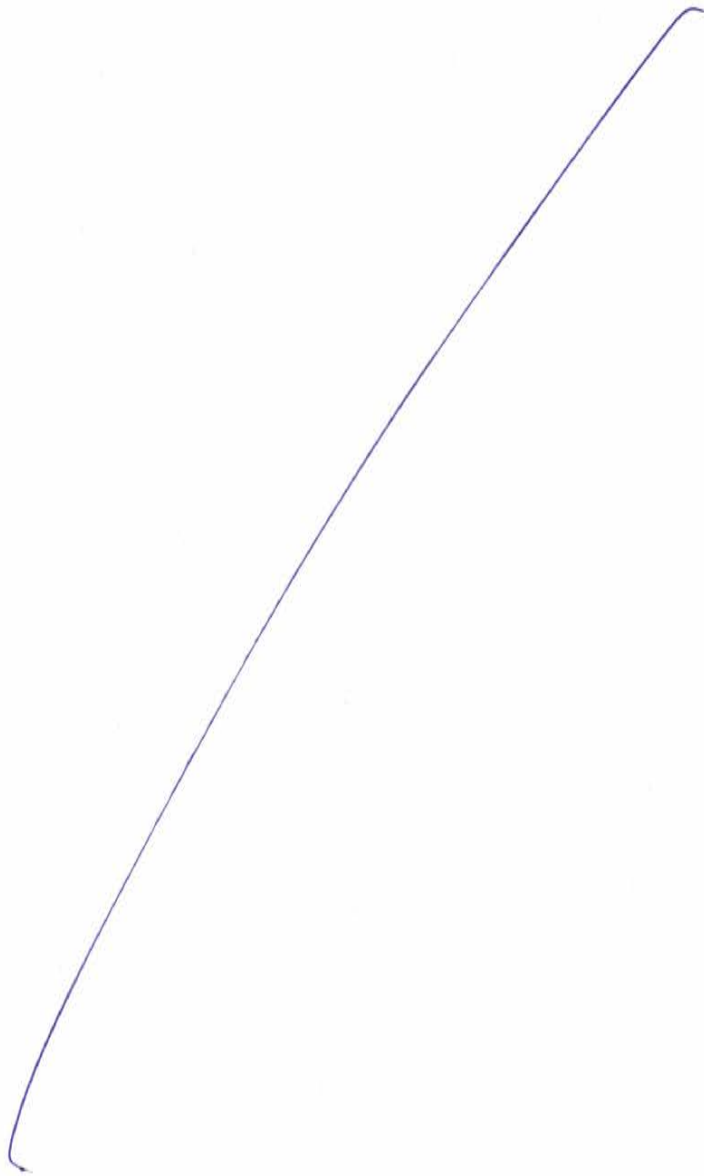


SYSTEMS & TECHNOLOGIES

- Post-tensioning strand systems
- Bars & post-tensioning bar systems
- Stay cable systems
- Damping systems (stays & buildings)
- Ductal® ultra-high performance concrete
- Bearings & Joints



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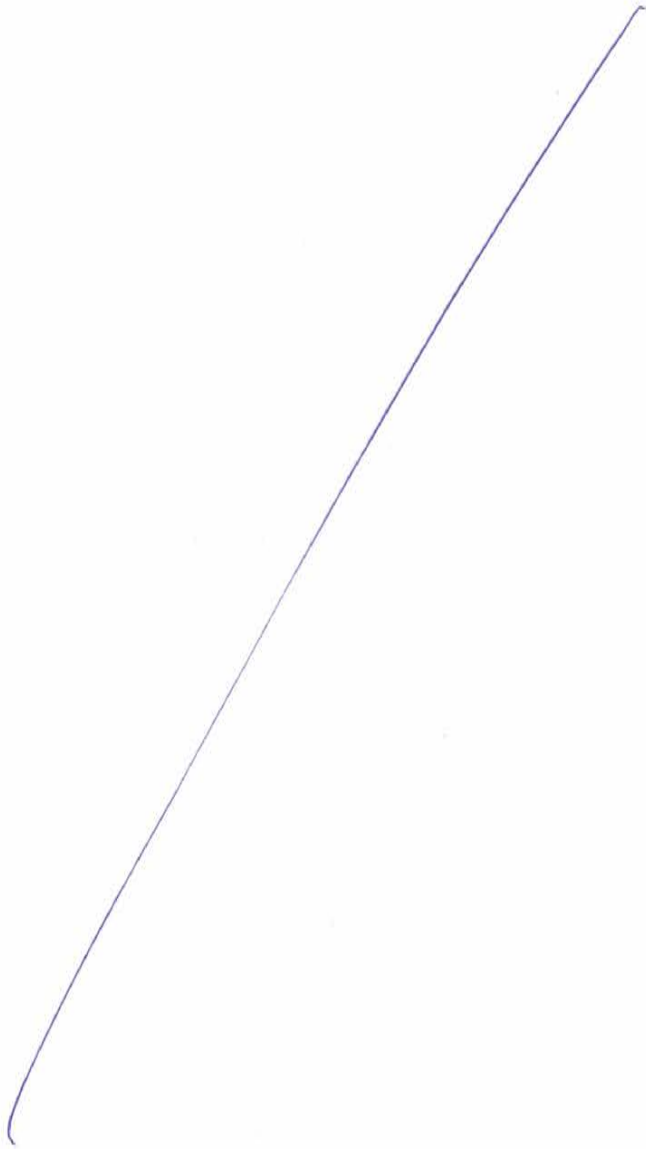
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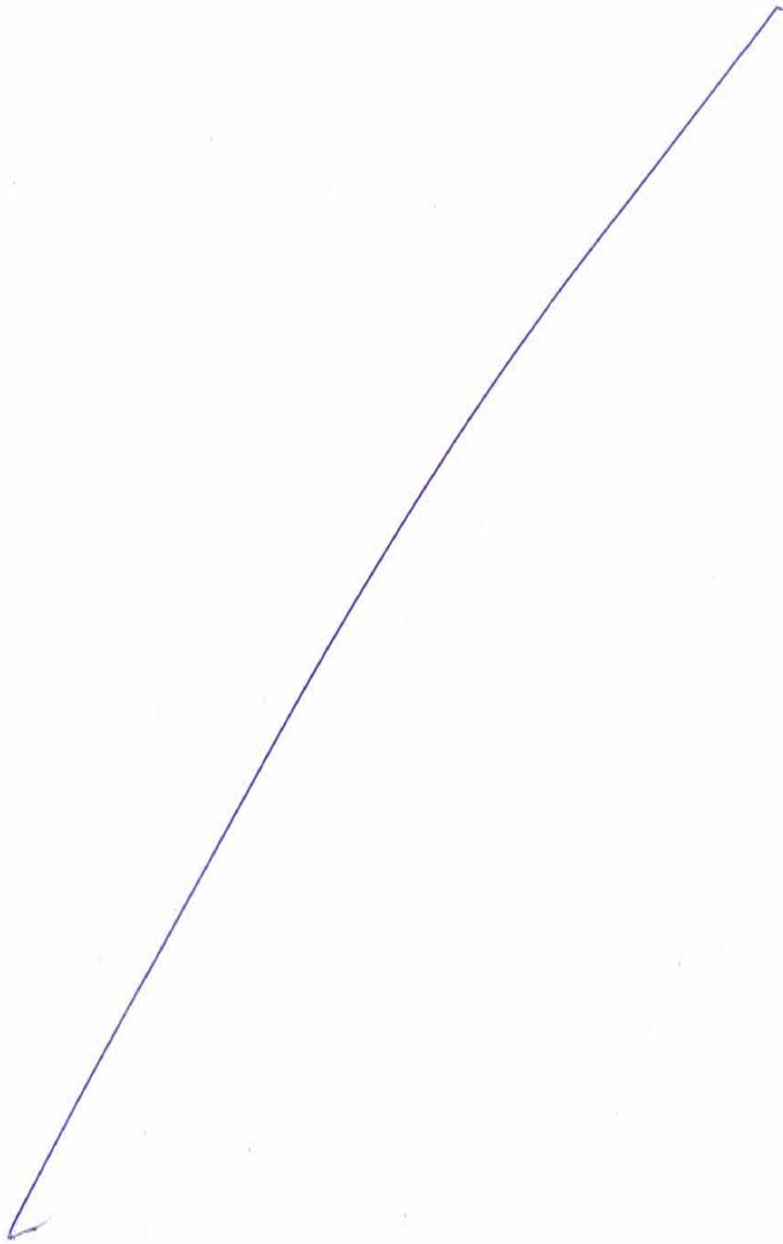


CREATING SOLUTIONS TOGETHER



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THE VSL ORGANISATION

OVER 50 YEARS OF EXPERIENCE

VSL, a company with Swiss origins, is a leader in the construction of concrete bridges and special structures. Well-proven systems and sound in-house engineering are the basis of the Group's reputation for innovative conceptual designs and reliable, efficient engineering solutions. VSL has been contributing since 1956 to some of the most prestigious and complex concrete structures in the world. It has applied the principles of post-tensioning to bridges (including cable-stayed structures), buildings, LNG tanks, nuclear containments, industrial plants, tunnels, offshore concrete structures.

WORLDWIDE NETWORK

VSL operates through 60 locations as a worldwide network. The Group provides technical consultancy and support, with a full range of works from project planning through to complete final design, construction engineering and the execution of works on site.

STRONG COMMITMENT TO RESEARCH AND DEVELOPMENT

Recent applications of Research & Development have included enhanced systems for greater durability of saddles and anchorages and to meet nuclear requirements for anchorages.

VSL ACADEMY – A UNIQUE TRAINING FACILITY FOR VSL'S SPECIALISED TECHNIQUES

Ensuring the highest levels of competence is a key focus. VSL applies the principles of continuous learning and training, together with the sharing of best practices throughout the network. Foremen, supervisors and site engineers benefit from centralised training at the VSL Academy where they are taught best practice in all aspects of post-tensioning, heavy lifting, stay cable and dampers, as well as VSoL® systems.

RELIABLE PARTNER

VSL provides skilled, trained staff and construction specialists; an ability to benchmark and take advantage of new methods, new equipment and new materials; and specialist equipment designed to be as modular as possible for reuse in different configurations. VSL is also committed to offering innovative contracting approaches including alliances on major projects, which enable VSL and the contractor to focus on what is "best for the project".

FACTS & FIGURES

VSL, A LEADER IN ITS MARKETS

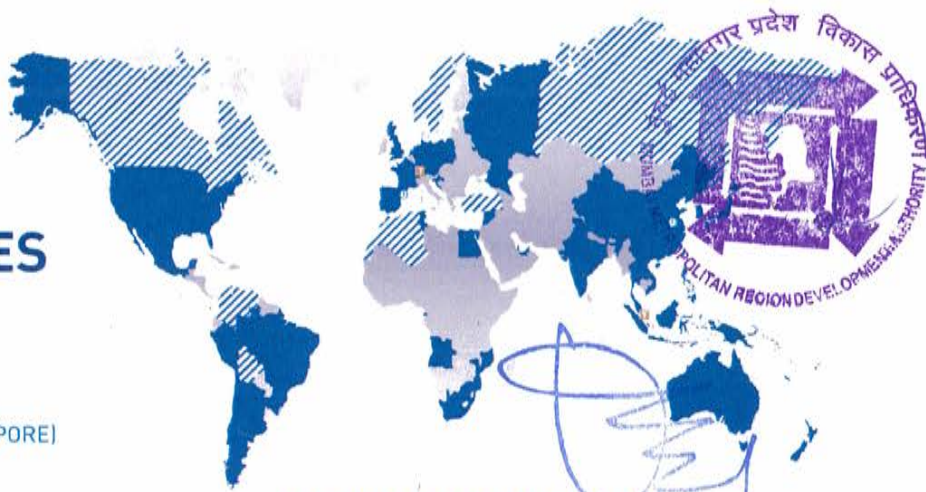
3,900 EMPLOYEES IN 2012

60 LOCATIONS WORLDWIDE

2 TECHNICAL CENTRES (SWITZERLAND, SINGAPORE)

32 REGISTERED PATENTS IN USE

2.8 MILLION € BUDGET FOR R&D IN 2012



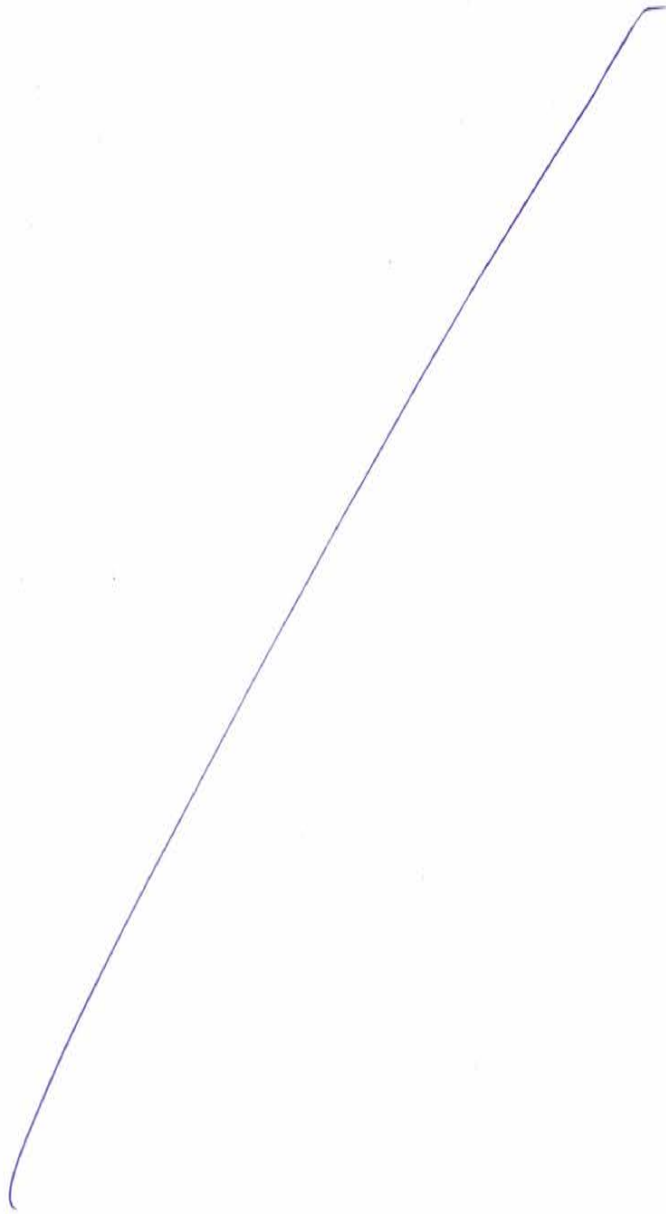
SPECIALISED SUBSIDIARIES

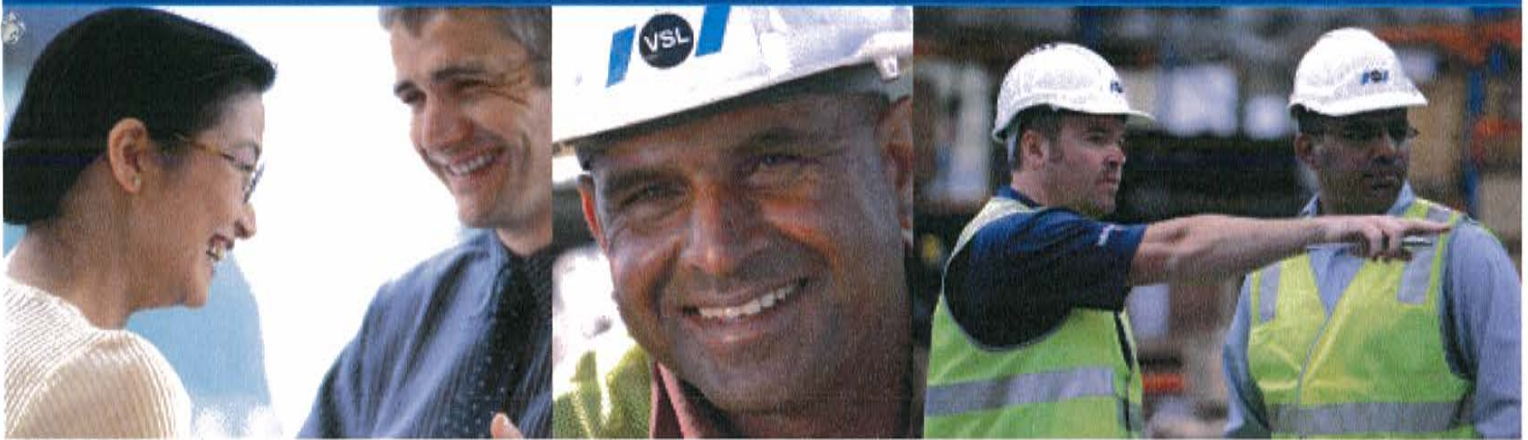
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VSL OFFSHORE



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OUR VALUES

RESPECT FOR PEOPLE

- Ensure safety at all levels
- Listen, care and take action
- Empower, trust and reward individuals and teams
- Focus on training, continuous learning, and knowledge sharing

PERFORMANCE

- Perform to our client's satisfaction
- Control and manage risk
- Generate positive results

RELIABILITY AND TRANSPARENCY

- Act in an accountable, trustworthy and thorough way
- "Walk the talk" - put our words into practice
- Share information openly

CREATIVITY

- Create value for clients through innovative solutions
- Think differently, give new ideas a chance and reward success
- Build on people's new ideas and support them

COMPANY CULTURE

- Always act within the law, adhering to corporate guidelines and ethical standards
- Ensure that VSL is a company to be proud of
- Care for and contribute to the overall interests of VSL



CHANGING THE WAY WE DO BUSINESS

FOR VSL, SUSTAINABLE DEVELOPMENT MEANS STRIKING A BALANCE IN ITS DEVELOPMENT MODEL BETWEEN THE ECONOMIC PROFITABILITY OF ITS BUSINESSES AND THEIR SOCIAL AND ENVIRONMENTAL IMPACT



Environment and sustainable construction

- 1 - Innovating for sustainable construction
- 2 - Eco-designing high performance projects
- 3 - Ensuring environment-friendly workites
- 4 - Building, operating and maintaining to deliver controlled performance

Customers and partners for a sustainable project

- 5 - Establishing a trusting relationship with customers
- 6 - Committing to ethics and compliance with regard to our customers and partners
- 7 - Sharing our goals for sustainable performance with our partners

Local commitment and community aid

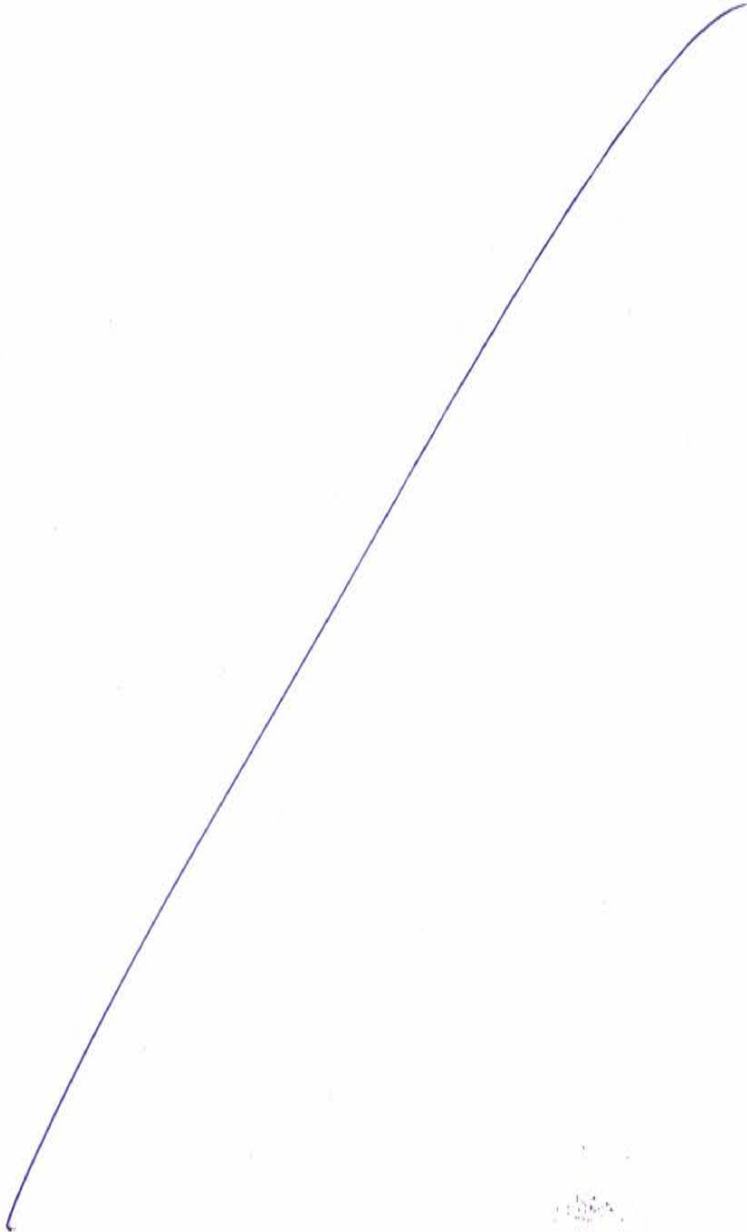
- 8 - Contributing to local development
- 9 - Getting involved with local communities and civil society

Respect and development of employees

- 10 - Guaranteeing the health and safety of employees
- 11 - Ensuring equal opportunities and enhancing skills
- 12 - Fostering cohesion and well-being in the workplace



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YOUR PARTNER FOR

453

GROUND ENGINEERING

**Ground anchors**

Ground anchors are used to mobilise dead loads deep in the ground to stabilise structures against forces induced by wind or suspension cables, as for maintaining excavations against ground instability.

VSL offers the supply and installation of:

- Bolts
- Strand and bar anchors, stressed or unstressed
- Bars for micropiles

Projects include:

Sunshine Motorway Duplication, Australia, 2008
Almudena Church, Spain, 2008
Bank of China, Hong Kong, 1987

**VSoL® walls**

The combination of backfill, soil reinforcement (steel or polymeric) and facing panels to build cost effective and aesthetic retaining walls.

VSL offers:

- Design
- Supply
- Installation of the entire structure

Projects include:

Muscat Expressway, Oman, 2010
Ipswich Logan Motorway, Australia, 2008
A7 Highway Guimaraes, Portugal, 2005
Castle Peak Road, Hong Kong, 2005

**D-walls & Piles**

Underground walls and deep foundations up to 120m in depth for civil engineering and building projects including metro stations, tunnels, bridges and buildings.

VSL offers:

- The full range of services from design and consulting to execution of the works using VSL's own equipment pool

Projects include:

CR3, Hong Kong, 2011
Gautrain, South Africa, 2008
Metro Cairo, Egypt, 2008
ICC Tower, Hong Kong, 2005

**Ground improvement**

A combination of techniques to improve ground properties for both temporary and permanent works to enable construction of underground or elevated structures.

VSL offers dynamic compaction, vibro-flotation, grouting, jet-grouting, soil freezing...

Projects include:

Stone columns for sports facility, Doha, 2011
Marine stone columns, Doha, 2011
Vibro-compaction Penny's Bay Reclamation, Disneyland, Hong Kong, 2004
Ground freezing, KCRC East Rail Extension, Hong Kong, 2004

**Ground investigation**

A combination of techniques to investigate and assess the ground properties (chemical, mechanical...) prior to starting construction works.

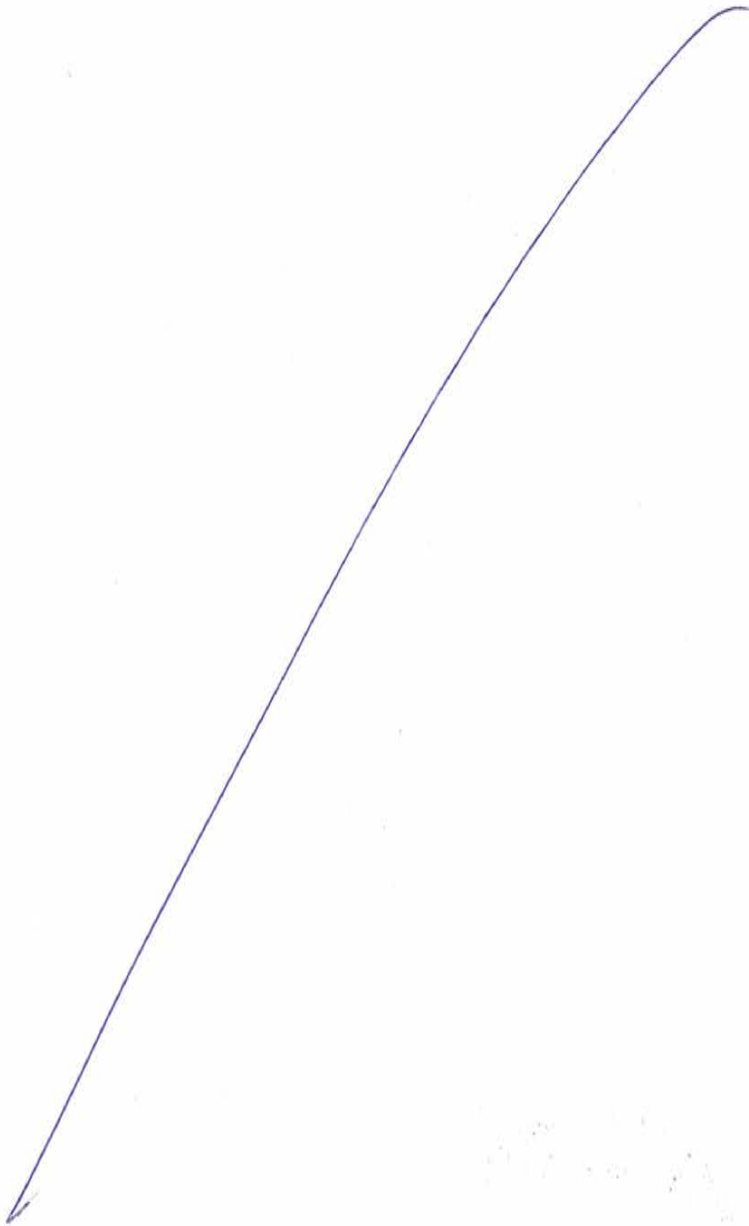
VSL offers:

- investigation plan, straight and directional
- coring and sample collection, sample analysis and testing interpretation



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DESIGN CONSTRUCTION



CONSTRUCTION 454



Bridges

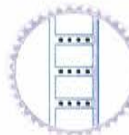
Bridge construction services, from design assistance before tender to execution of the entire project.

VSL offers:

- Design, supply and installation of post-tensioning
- Design, supply and installation of stay cables
- Design, fabrication and commissioning of specialised formwork and erection equipment for bridge construction, using techniques including span by span, balanced cantilever (precast or in situ), incremental launching, precast beam methods, full-span precasting and heavy lifting
- Management and operation of the above for the full construction of bridges

Projects include:

Baluarte Bridge, Mexico, 2012
Gautrain, South Africa, 2009
LRT, Dubai, 2009
Second Gateway Bridge, Australia, 2009



Buildings

Building construction services, from design assistance before tender to execution of the works.

VSL offers:

- Design of structures with integrated use of post-tensioning to provide greater span lengths with reduced structural floor depth, resulting in larger column free areas
- Design and implementation of alternative precast solutions to industrialise the production process and speed up the project schedule
- Design, supply and installation of post-tensioning
- Methods, temporary works definition and design, engineering construction including stage by stage analysis, geometric control.

Projects include:

Arena de la ciudad de México, 2011
MC Tower, Vietnam, 2011
Dubai Mall, UAE, 2008
Venetian Macao, China, 2007



Slab on grade

Design, supply and construction of large joint-free reinforced post-tensioned concrete slabs with axial compression forces in the concrete to counteract tensile stresses, which would otherwise cause cracks.

VSL offers:

- Full slab design
- Earthworks
- Supply and installation of post-tensioning
- Concrete works
- Surface finishing

Projects include:

Hangar FBO, Czech Republic, 2008
Walmart, Mexico, 2007
Austrack, Australia, 2004
Nestlé Distribution Plant, Chile, 2003



Offshore structures

Design and construction of offshore concrete structures relating to the oil, gas, petrochemical and renewable energy business sectors.

VSL offers:

- Innovative construction methodology and planning
- Temporary works design
- Project management
- Project execution

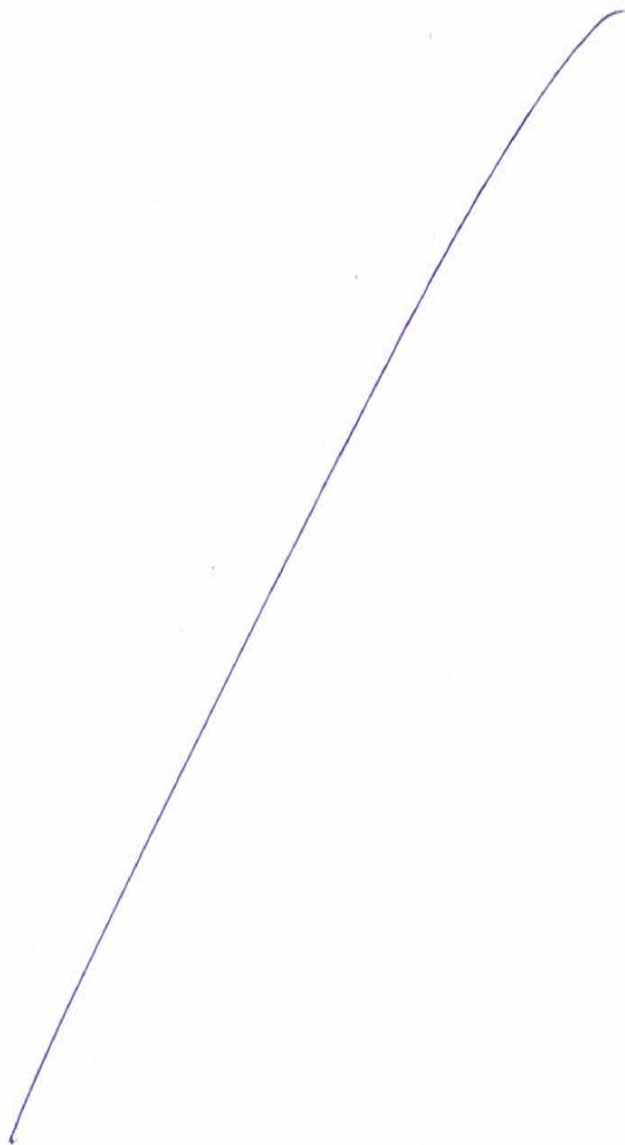
Projects include:

Adriatic LNG Terminal, Spain, 2009
Tjuvholmen, Norway, 2008
N'Kossa Barge, France, 1996



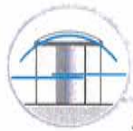
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AND RELATED SERVICES

455



LNG & LPG containments

Construction of the concrete shell including specialised cryogenic post-tensioning to ensure gas leak tightness throughout the service life of the tank.

VSL offers:

- Design
- Supply and installation of post-tensioning
- Supply and operation of specialised formwork
- Heavy lifting for dome erection
- All civil works
- Special infrastructure protections

Projects include:

SLNG Terminal, Singapore, 2011
Arzew tanks, Algeria, 2011
Dragon LNG Terminal, United Kingdom, 2008
Fujian LNG Tank Terminal, China, 2007



Heavy lifting

Using automatically-controlled hydraulic jacks and strands for lifting, lowering, tilting or sliding of very heavy loads including bridges, roofs, antennas, pinnacles, boilers and other equipment or structures.

VSL offers:

- Methods, design and engineering
- Supply and operation of equipment
- Management of operations

Projects include:

Tanger Port, Morocco, 2011
Moses Mahbida Stadium roof, South Africa, 2009
Burj Khalifa pinnacle, UAE, 2008/09
Roof trusses, Convention & Exhibition Centre, Hong Kong, 2008



Nuclear containments

Construction of nuclear containments to withstand internal high pressure in the event of loss of cooling accident.

VSL offers:

- Design and detailing of the post-tensioning layout
- Supply and installation of post-tensioning materials
- Monitoring systems

Projects include:

LAES2 nuclear power plant, Russia, ongoing
Shin Kori, South Korea, ongoing
Flamanville 3, France (GPN), 2011



Formwork & Equipment

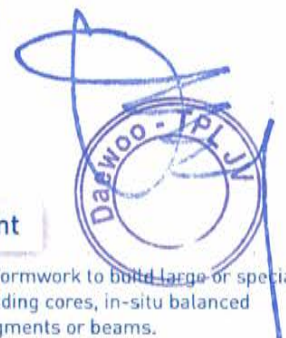
Fixed or moveable specialised formwork to build large or special structures such as high-rise building cores, in-situ balanced cantilever bridges and precast segments or beams.

VSL offers:

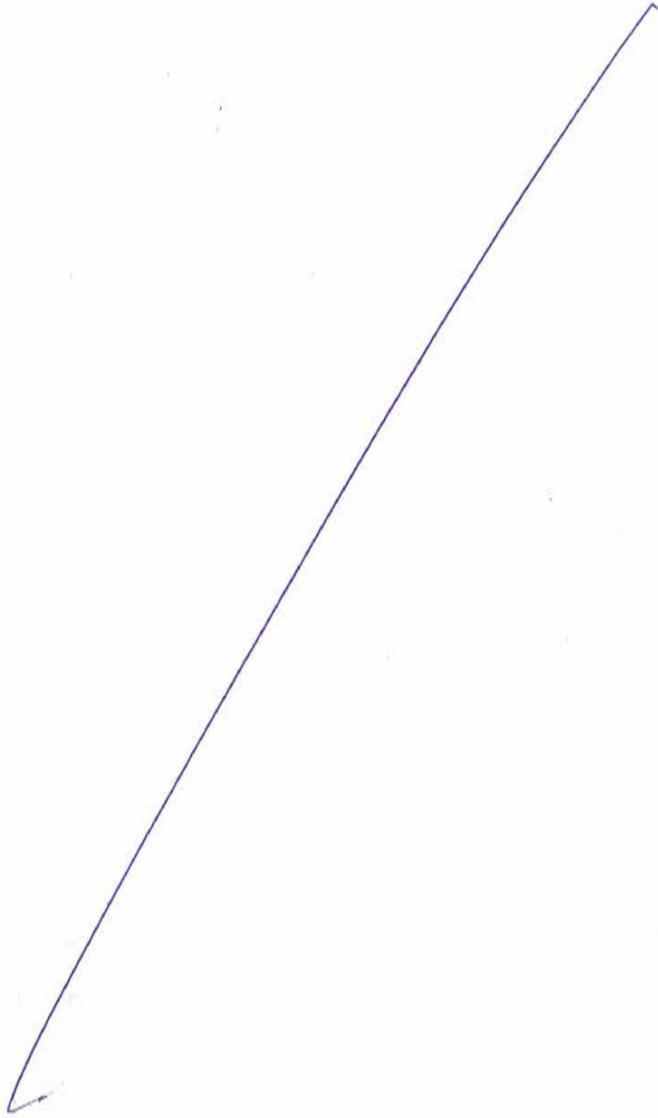
- Design
- Fabrication
- Installation and operation of formwork and equipment

Projects include:

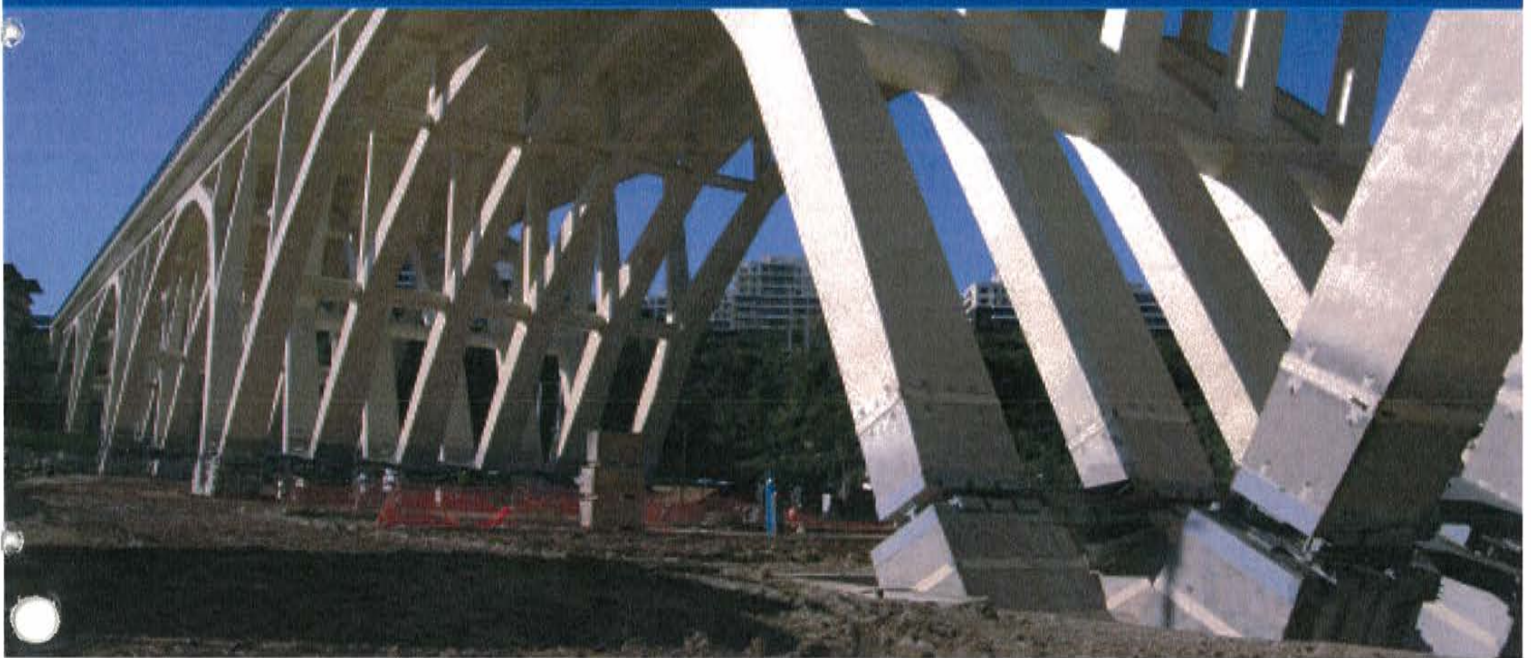
DHEE, Bangalore, India, 2011
Gateway Bridge Upgrade approach piers, Brisbane, Australia, 2009
City of Dreams building cores, Macao, 2008
Stonecutters Bridge approach piers, Hong Kong, 2007



3505

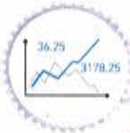


WORLDWIDE



REPAIR, STRENGTHENING & PRESERVATION

456



Structural diagnostics & Monitoring

Structural diagnostics and monitoring of concrete structures.
VSL offers:

- Inspection and assessment/diagnosis of structural deterioration
- Assessment of the causes, risks and consequences involved
- Use of state-of-the-art equipment and inspection techniques to detect defects before any significant damage can occur

Projects include:

LAES Nuclear power plant, Russia, 2011
Singapore Refining Company, Singapore, 2008
Petronas Twin Towers, Malaysia 2007
Thainox Stainless Public Company, Thailand, 2005



Infrastructure preservation

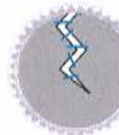
Monitoring of structures.

VSL offers:

- Instrumentation
- Continuous inspection/observation to control behaviour and anticipate potential defects during operation
- Planning of preventive actions and maintenance operations

Projects include:

ASE factory load test and monitoring, Singapore, 2008
RD 145 upgrade bridge monitoring, Singapore, 2008
Pacific Container & Godown, load test and monitoring
Tuas Ave, Singapore, 2005



Repair & Strengthening

Repair and strengthening of structures because of load capacity upgrades, changes of use, slab openings, construction defects or damage caused by deterioration

VSL offers:

- Innovative methods
- Cost-efficient solutions

Projects include:

Tranção Viaduct, Portugal, 2009
Dubai Mall, UAE, 2009
Visp Hospital, Switzerland, 2009
Plaza Senayan, Indonesia, 2007
Leaning Tower of Pisa, Italy, 1993



Infrastructure protection

Physical security assessments, design and construction of resilient solutions for critical infrastructure at risk from extreme events.

VSL offers:

- Mitigation design and security products expertise
- Vulnerability assessments and blast engineering analysis
- Design and security products expertise
- Turnkey implementation of protection solutions

Projects include:

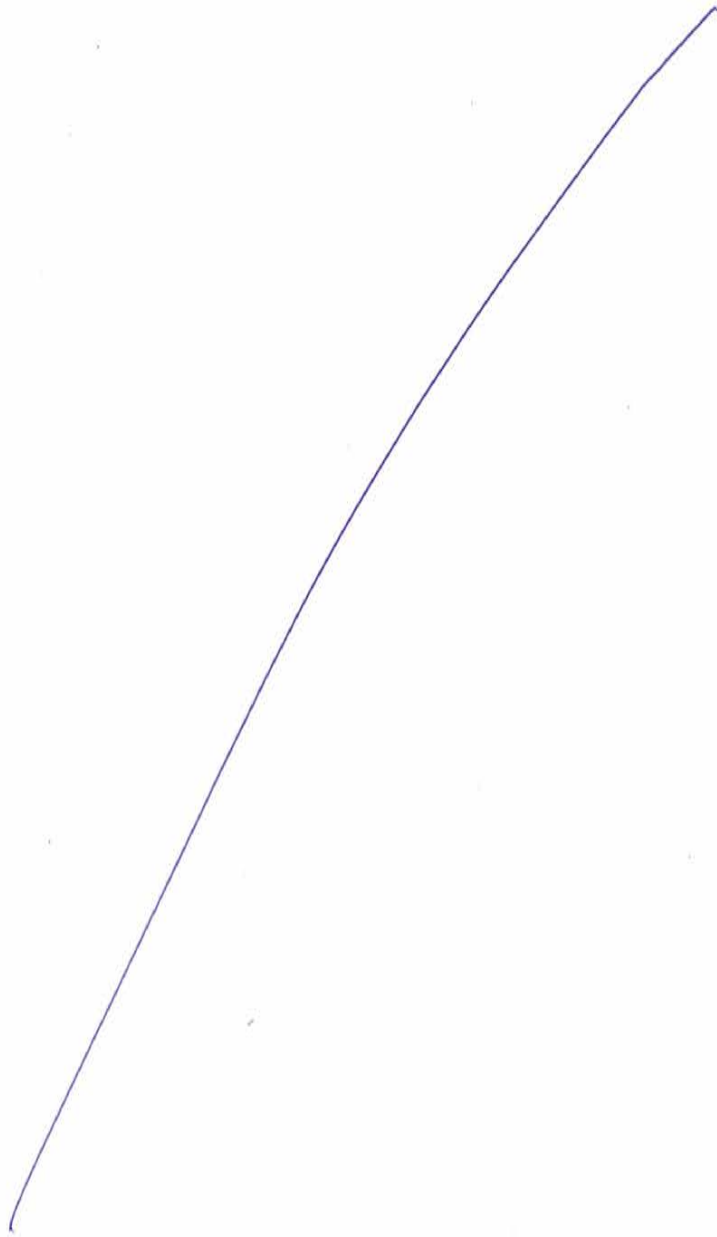
Perimeter Wall Blast Upgrade, Pakistan, 2011
Perimeter Security, Bangladesh, 2010
Overhead Protection and Large Blast Shielding Wall, Iraq, 2009

SYSTEMS & TECHNOLOGIES

- Post-tensioning strand systems
- Bars & post-tensioning bar systems
- Stay cable systems
- Damping systems (stays & buildings)
- Ductal® ultra-high performance concrete
- Bearings & Joints



3507



VSL LOCATIONS



Headquarters

VSL International Ltd.
Sägestrasse 76
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info@vsl.com

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Phone: +41 58 456 30 30

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Span en Verplaatsingstechnieken
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RUD
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POLAND
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WARSAWA
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PORTUGAL
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Delegação Norte
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Trade Co. Ltd
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SYDNEY
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UNITED ARAB EMIRATES
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DUBAI, UAE
Phone: +971 4 885 7225

DOHA, QATAR
Phone: +974 44 052 444

Asia /

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BRUNEI DARUSSALAM
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JAKARTA
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Phone: +971 4 885 7225

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HO CHI MINH CITY
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PERTH
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FT Laboratories Ltd.
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VSL Offshore Pte Ltd.
SINGAPORE
Phone: +65 65 59 13 05

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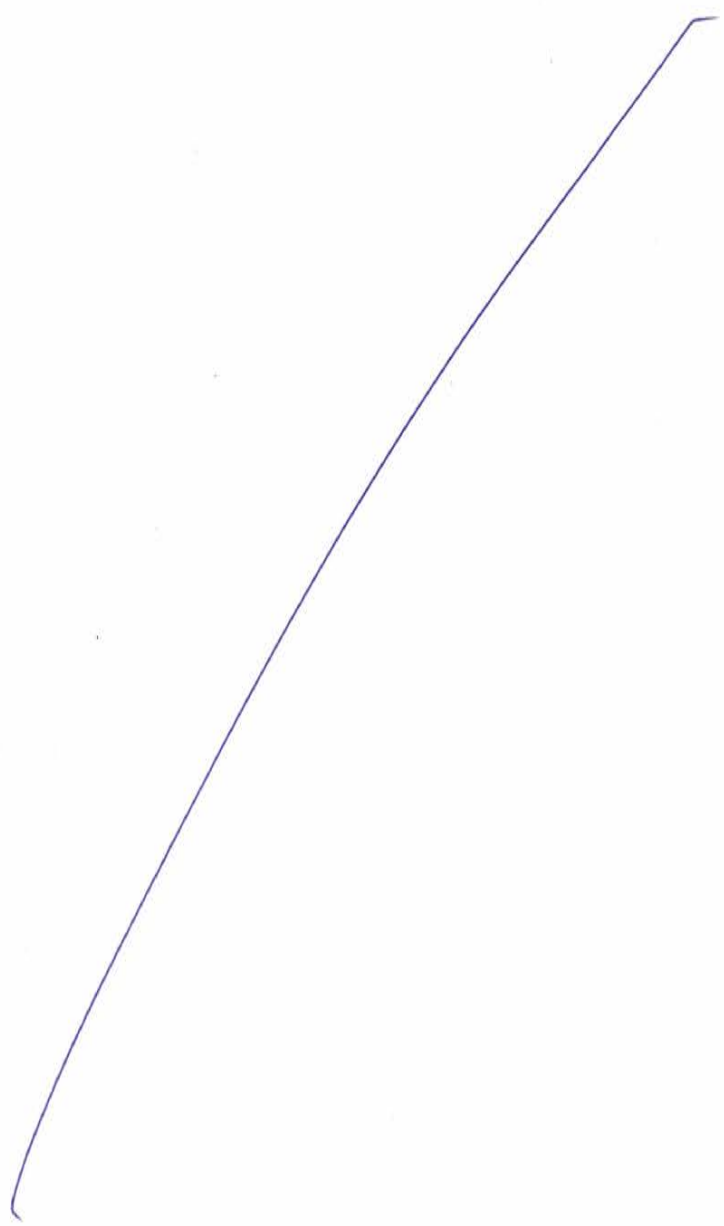
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Mumbai Trans Harbour Link Project
Package II

TATA PROJECTS
3510 Simplify.Create

FORM EXP 4.2 (b): KEY ACTIVITY NO.3
(PC cable/Wire Tensioning and Grouting for PC Bridge Girders)



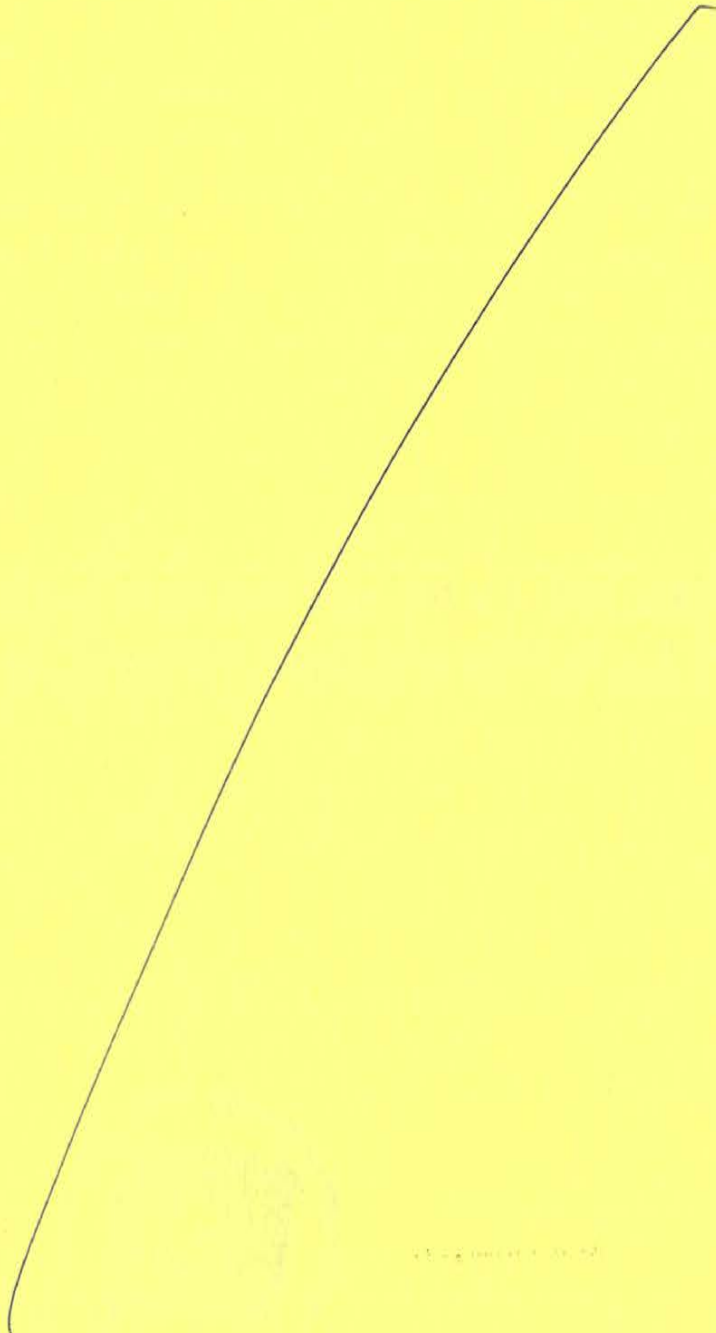
Mumbai Metropolitan
Region Development
Authority

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)

424

0125

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**Form EXP - 4.2(b)
Specific Construction Experience in Key Activities**

17 JUL 2017

Date: [insert day, month, year]

Applicant's Legal Name: Daewoo-TPL JV

Applicant's Party Legal Name: TATA Projects Ltd.

Subcontractor's Legal Name: VSL INDIA PVT LTD

IFP No.: MMRDA/ENG1/000753

Page 1 / 1 pages

Specific Construction Experience in Key Activities Item No.-3 for PC cable/wire tensioning and grouting for PC bridge girders

Contract with Similar Key Activities			
Item	Information		
Contract Identification	Subcontract agreement dated 25.01.2001, Bandra – Worli Sea Link Project		
Award Date	25.01.2001		
Completion Date	24.03.2010		
Role in Contract <i>[tick the appropriate box]</i>	Prime Contractor		Management Subcontractor
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	Contractor <input checked="" type="checkbox"/>
Total Contract Amount	51.75 Crores	In USD (insert exchange rate and total contract amount in USD equivalent)	
Description of the Works undertaken for demonstration of the similarity of the key activity	Post tensioning work for Approach span, link bridge, Main span and connector.		
	Construction Engineering and Site Technical Assistance for production of precast segments and deck erection of precast segmental approach. No of segments -2332, deck width -18.1m, Span length – 50m		
Employer's Name:	HINDUSTAN CONSTRUCTION COMPANY		
Address:	Hincon House, L.B.S. marg, Tagorenagar, Vikhroli west, Mumbai, India		
Telephone/Fax Number:	+91 22 2575 1110		
E-mail:			

Attached is a true copy of the completion certificate or other similar document(s) for the contract / project issued by the client.

* Refer to ITA 13.2 for date and source of exchange rate



[Handwritten signature]



For VSL INDIA PRIVATE LIMITED

Director



**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

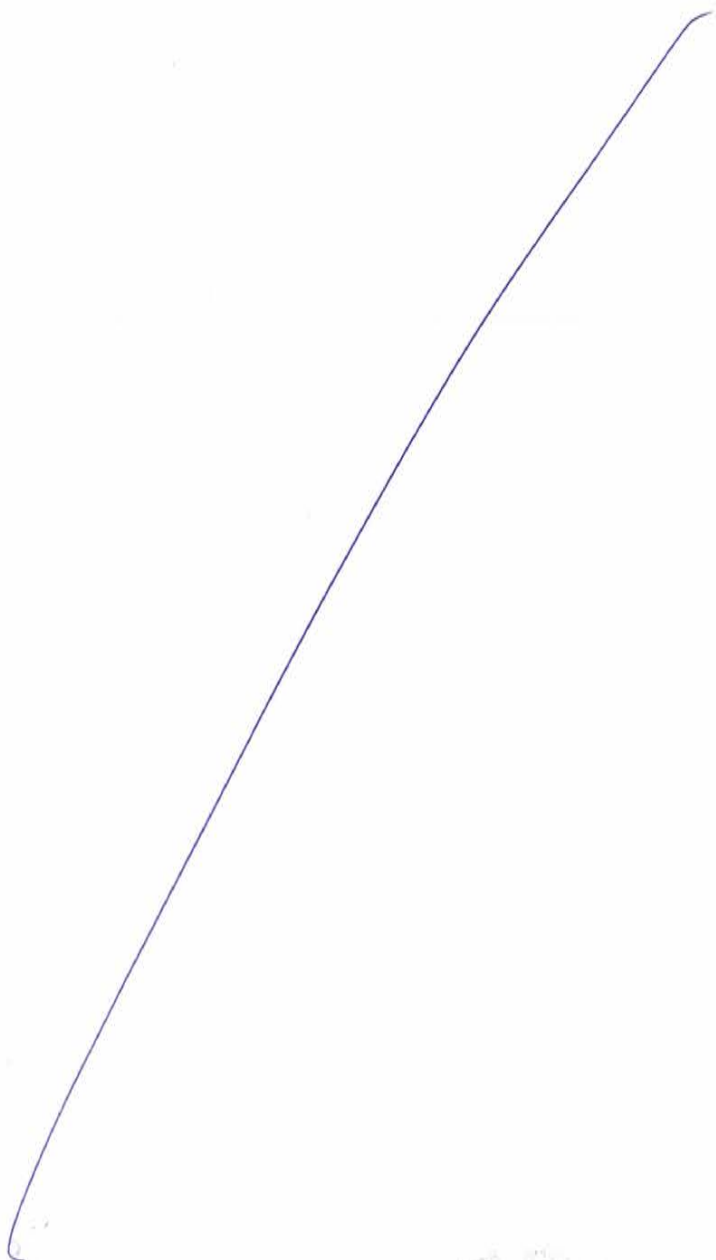
Specific Construction Experience

054

3513

3513

100 100 100



HCC

BWSL/AB/5-625
27th July 2010

Mr. Michael Phillips
VSL India PTE Ltd.
36 Annai Indra Nagar, Thuraipakkam,
Old Mahabalipuram road,
Chennai - 600096

Fax: 044 - 4225 1010

Dear Sir,

Ref: Bandra - Worli Sea link Project, Package IV

Sub: Certificates of Substantial Completion

1. Your Letter ref. VSLIND/BWSLP-HCC/645/2010 dated 22nd April 2010
2. Your Letter ref. VSLIND/BWSLP-HCC/649/10 dated 05th June 2010
3. Our Letter ref. BWSL/AB/5-624 dated 25th June 2010

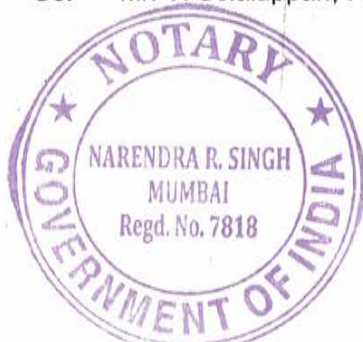
With reference to the subject and in continuation to above letters we enclose herewith the requested certificates of completion (as enclosed) of works at our Bandra Worli Sea Link Project.

Yours faithfully,
For **HINDUSTAN CONSTRUCTION CO. LTD**


Col. (Retd.) S.G. Diwanji
Project Manager


Encl: As above (03 Pages)

Cc: Mr. V. Solaiappan, Project Manager, VSL India PTE LTD, Bandra Worli Sea Link Project



Hindustan Construction Co Ltd
Bandra Worli Sea Link Project (P-IV)
Opp. Bandra Reclamation Bus Depot, Bandra (West), Mumbai - 400 050, India
Tel : +91 22 2640 0721 Fax : +91 22 2640 0724

Hindustan Construction Co Ltd. Head Office, Hincon House, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, India

TRUE COPY

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
MOBILE: +91 9869433277 / 9869036613

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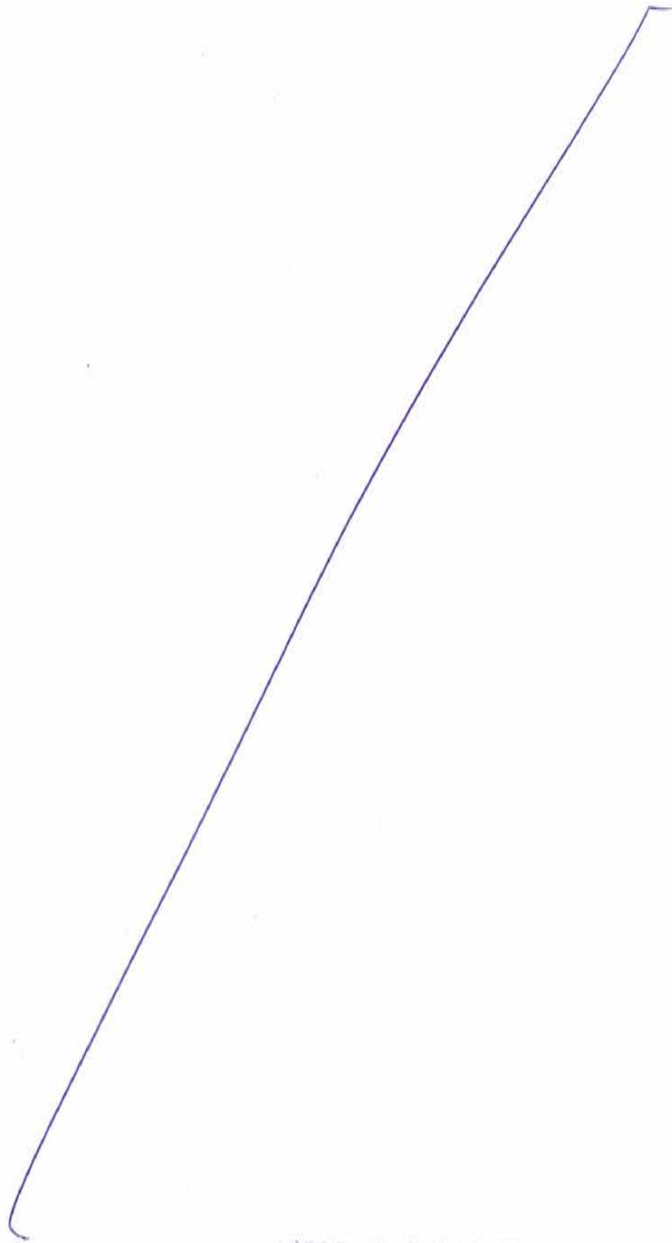


For VSL INDIA PRIVATE LIMITED

Director

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1951 - JBA

1951 - JBA

HCC**SUBSTANTIAL COMPLETION CERTIFICATE NO.01**Subcontractor Agreement dated 25th January 2001**PART - I**Description of Works or Section of Works as Follows:

Work order for

- Post Tensioning work of Approach Span (P1 to P60)
- Post Tensioning work of Link Bridge (R1 – R29)
- Post Tensioning work of Main Span (SB & NB)
- Post Tensioning work of Connector (P4 – P5; P47 – P48; C56- C57 –C58)

PART - II

The above Works have been completed in accordance with the provisions of the Agreement.

VSL INDIA Private Ltd.: Bandra Worli Sea Link Project

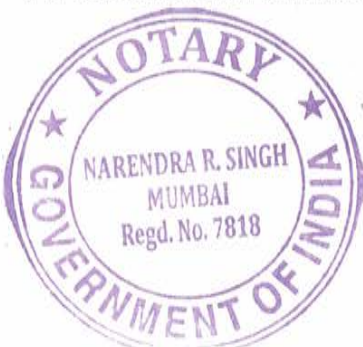
By: V. Solaiappan
Title: Project Manager

Date: 27th July 2010For and on behalf of: *V. Solaiappan* **PART - III**The above Works have been accepted with effect from 24th March 2010 on behalf of the HINDUSTAN CONSTRUCTION COMPANY in good order.**Client's name: HINDUSTAN CONSTRUCTION CO. LTD**

S.G. Diwanji
By: Col. (Retd.) S.G. Diwanji
Title: Project Manager

Date: 27th July 2010

For and on behalf of: HCC



NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
MOBILE: +91 9869433277 / 9869036628

For VSL INDIA PRIVATE LIMITED

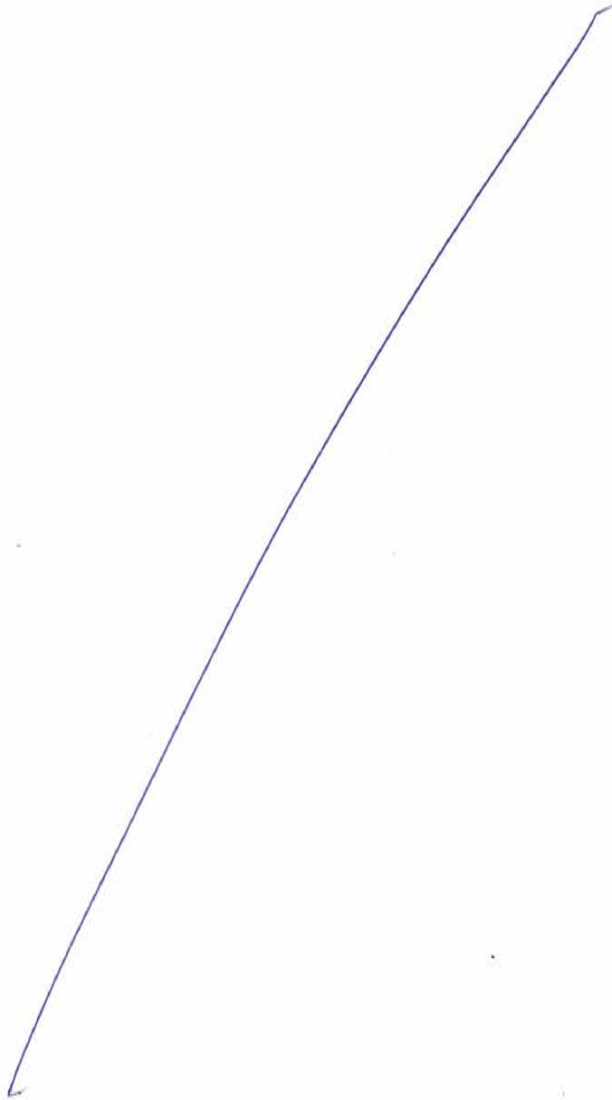
Director

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16 JUL 2017

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HCC

COMPLETION CERTIFICATE NO.02

Subcontractor Agreement No: 98001995 dated 06th March 2009

PART - I

Description of Works or Section of Works as Follows:

Work order for Design, Drawing, Assembly, Erection, supply and operation of working platform for bearing replacement, replacement of Tie down Cables with galvanized PE coated strands and erection of 7 spans of link bridge (R11 to R4).

PART - II

The above Works have been completed in accordance with the provisions of the Agreement.

VSL INDIA Private Ltd.: Bandra Worli Sea Link Project

By: **V. Solaiappan**
Title: **Project Manager**



Date: 27th July 2010

For and on behalf of: *V. Solaiappan*

PART - III

The above Works have been accepted with effect from 30th June 2009 on behalf of the HINDUSTAN CONSTRUCTION COMPANY in good order.

Client's name: HINDUSTAN CONSTRUCTION CO. LTD

By: *S.G. Diwanji*
By: **Col. (Retd.) S.G. Diwanji**
Title: **Project Manager**



Date: 27th July 2010



For and on behalf of: **HCC**



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16 JUL 2010

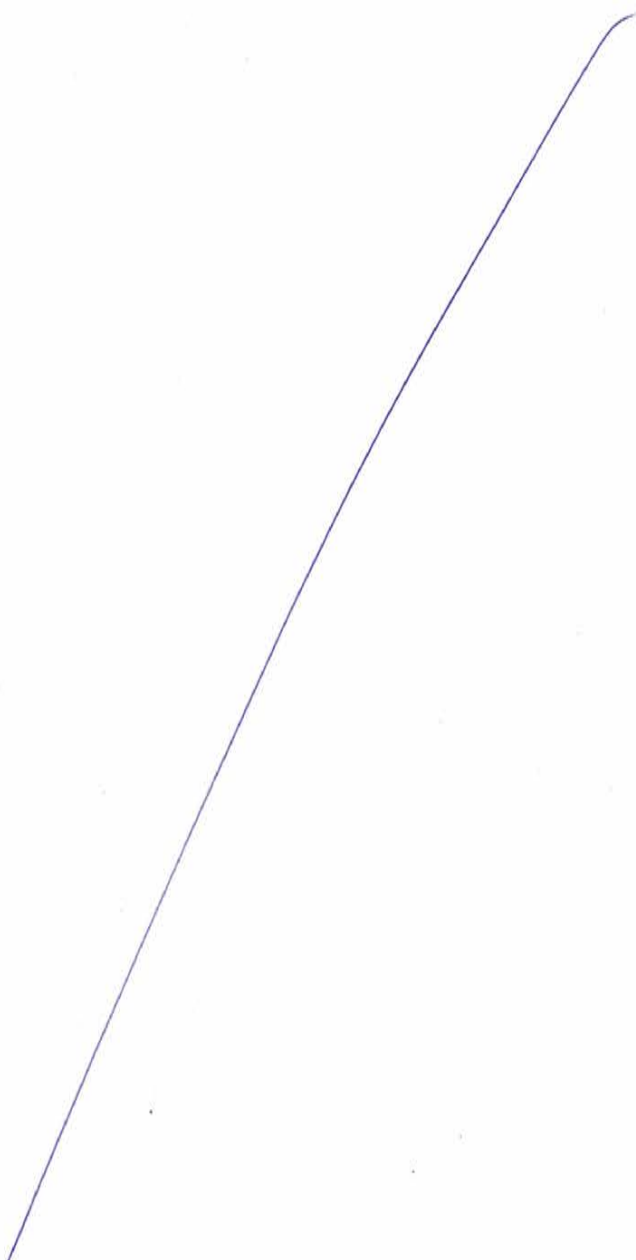
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ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
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HOSPITAL, POWAI, MUMBAI-400 076.
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Director

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HCC

SUBSTANTIAL COMPLETION CERTIFICATE NO.03

Subcontractor Agreement dated 08th August 2007

PART - I

Description of Works or Section of Works as Follows:

Work order for Erection of segments and Installation & Stressing of Stay Cables.

PART - II

The above Works have been completed in accordance with the provisions of the Agreement.

VSL INDIA Private Ltd.: Bandra Worli Sea Link Project

By: **V. Solaiappan**
Title: **Project Manager**



Date: 27th July 2010

For and on behalf of: *V. Solaiappan*

PART - III

The above Works have been accepted with effect from 31st July 2009 on behalf of the HINDUSTAN CONSTRUCTION COMPANY in good order.

Client's name: HINDUSTAN CONSTRUCTION CO. LTD

S.G. Diwanji
By: **Col. (Retd.) S.G. Diwanji**
Title: **Project Manager**



Date: 27th July 2010



For and on behalf of: **HCC**

16 JUL 2017



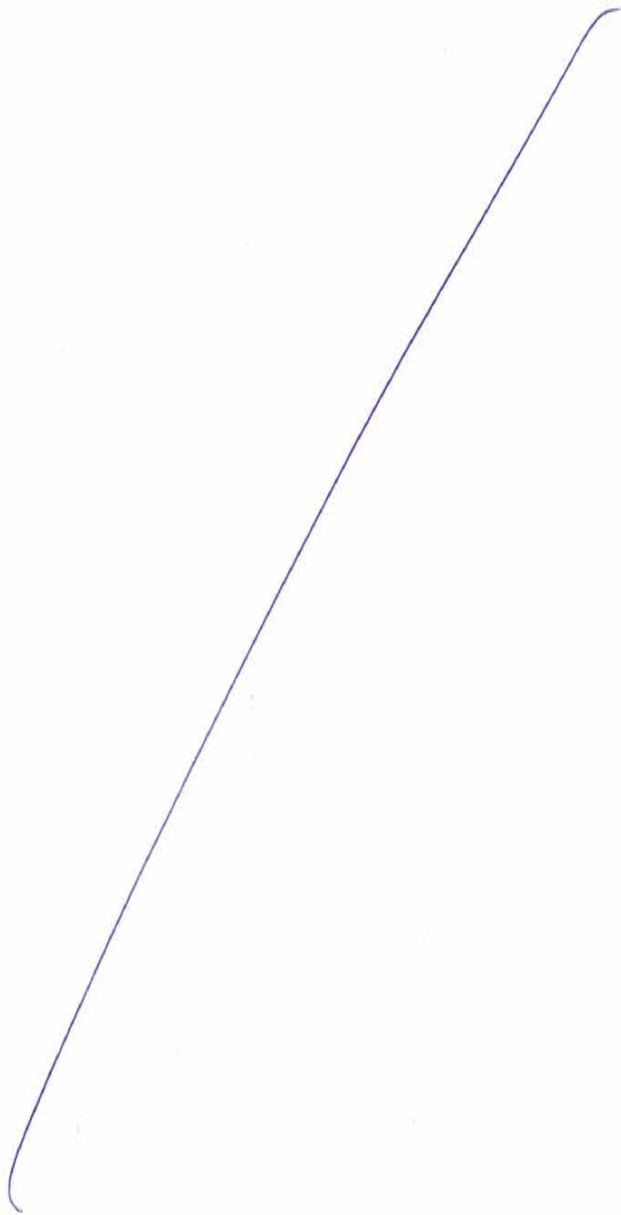
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Narendra R. Singh
NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076
MOBILE: +91 9869433277 / 9869036688

VSL INDIA PRIVATE LIMITED

www.bccindia.com Director

3521



TRU-ORY

1986
1000
1000
1000
1000



**Mumbai Trans Harbour Link Project
Package II**

3522  464

**Form EXP - 4.2(b)
Specific Construction Experience in Key Activities**

Date: [insert day, month, year]
Applicant's Legal Name: Daewoo-TPL JV
Applicant's Party Legal Name: TATA Projects Ltd.
Subcontractor's Legal Name: VSL INDIA PVT LTD
IFP No.: MMRDA/ENG1/000753
Page 1 / 1 pages

Specific Construction Experience in Key Activities Item No.-3 for PC cable/wire tensioning and grouting for PC bridge girders

Contract with Similar Key Activities			
Item	Information		
Contract Identification	Gate way upgrade project in Brisbane between 2007 and 2010		
Award Date	2007		
Completion Date	15.08.2010		
Role in Contract <i>[tick the appropriate box]</i>	Prime Contractor		Management Contractor
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	Subcontractor <input checked="" type="checkbox"/>
Total Contract Amount	AUD 83M		
Description of the Works undertaken for demonstration of the similarity of the key activity	Post tensioning work & pre stressing Design and supply of Erection Gantry Production of precast segments and deck erection of precast segmental approach. No of segments -700,deck width -13.3m,Span length – 71m		
Employer's Name:	Leighton Abigroup JV		
Address:	Level 6,HQ south Tower,520 wickham street,Fortitude valley QLD -4006		
Telephone/Fax Number:	07 3215 4600		
E-mail:			

Attached is a true copy of the completion certificate or other similar document(s) for the contract/ project issued by the client.

* Refer to ITA 13.2 for date and source of exchange rate.



For VSL INDIA PRIVATE LIMITED

[Signature]
Director



**Mumbai Metropolitan
Region Development
Authority**

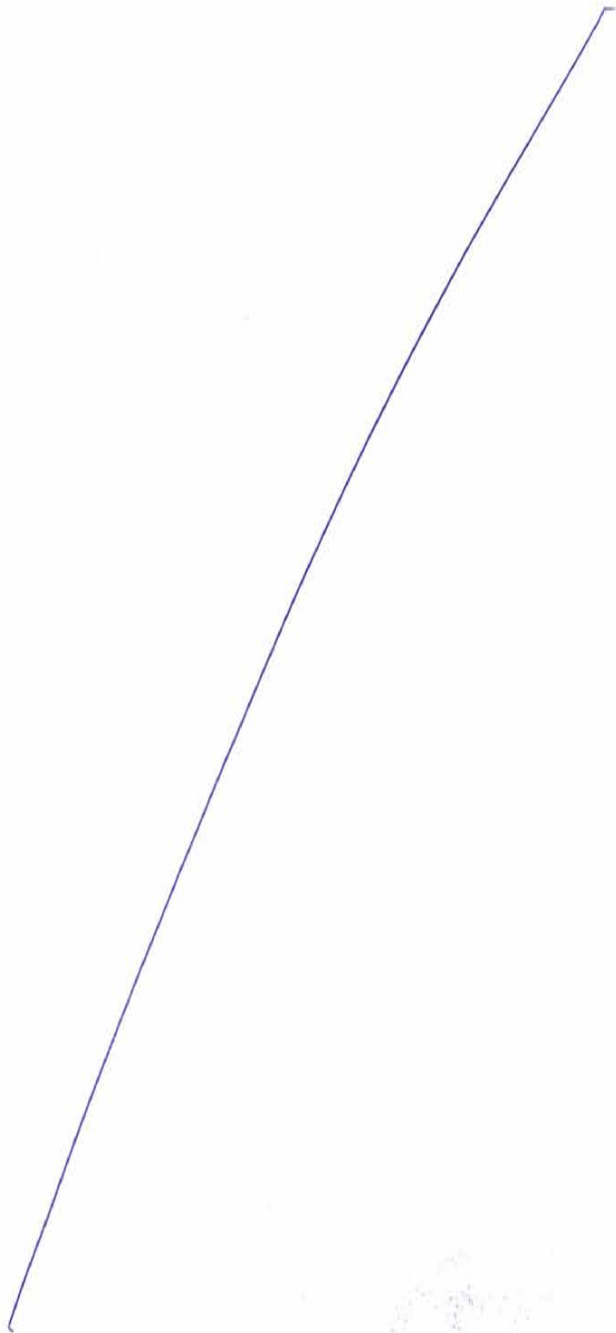
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Specific Construction Experience

04

CSRE

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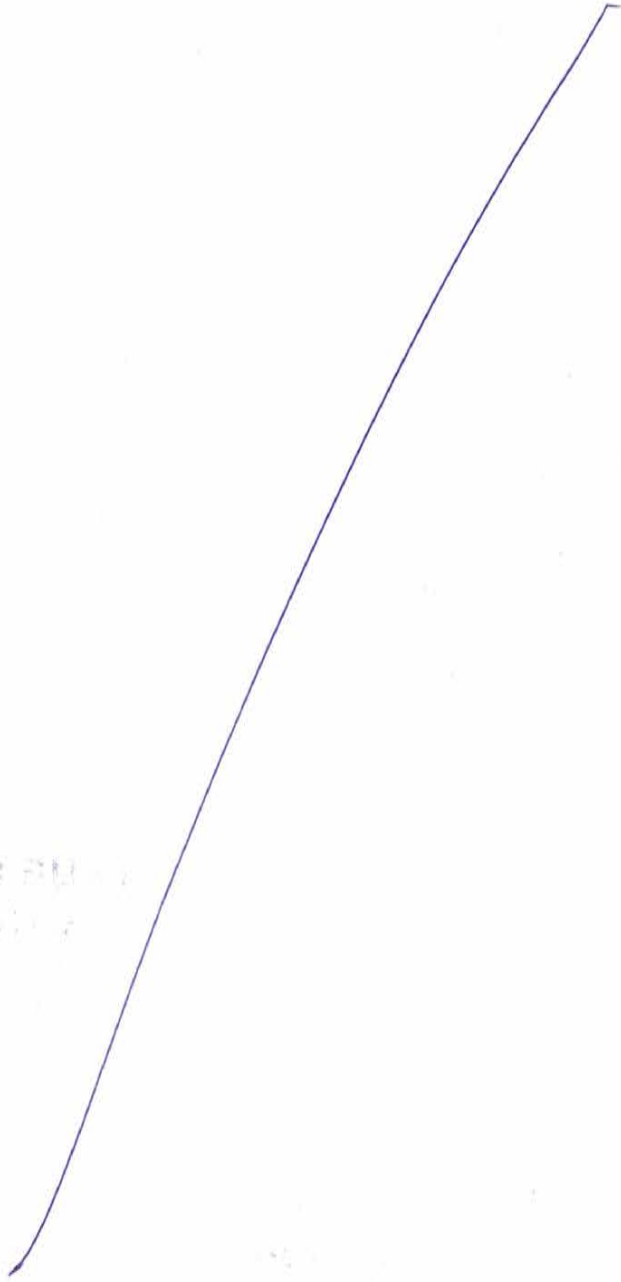
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Form EXP - 4.2(b)

Specific Construction Experience in Key Activities

Date: [insert day, month, year]

Applicant's Legal Name: Daewoo-TPL JV

Applicant's Party Legal Name: TATA Projects Ltd.

Subcontractor's Legal Name: VSL INDIA PVT LTD

IFP No.: MMRDA/ENG1/000753

Page 1 / 1 pages

Specific Construction Experience in Key Activities Item No.-3 for PC cable/wire tensioning and grouting for PC bridge girders

Contract with Similar Key Activities			
Item	Information		
Contract Identification	Contract 94053820 dated 13.01.2014 – Pimlico to Teven road Enabling works.		
Award Date	13.01.2014		
Completion Date	01.07.2015		
Role in Contract <i>[tick the appropriate box]</i>	Prime Contractor		Management Contractor
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	Subcontractor <input checked="" type="checkbox"/>
Total Contract Amount	AUD 6.7M		
Description of the Works undertaken for demonstration of the similarity of the key activity	Post tensioning material supply and installation work. Design and supply of Erection Gantry Erection of precast segments Span length – 50m,85m		
Employer's Name:	Leighton Contractors		
Address:	Level 4, Tower A, 799 Pacific, Highway chatswood, NSW 2067		
Telephone/Fax Number:	07 3215 4600		
E-mail:			



Attached is a true copy of the completion certificate or other similar document(s) for the contract / project issued by the client.

* Refer to ITA 13.2 for date and source of exchange rate.



For VSL INDIA PRIVATE LIMITED

[Handwritten signature]

Director



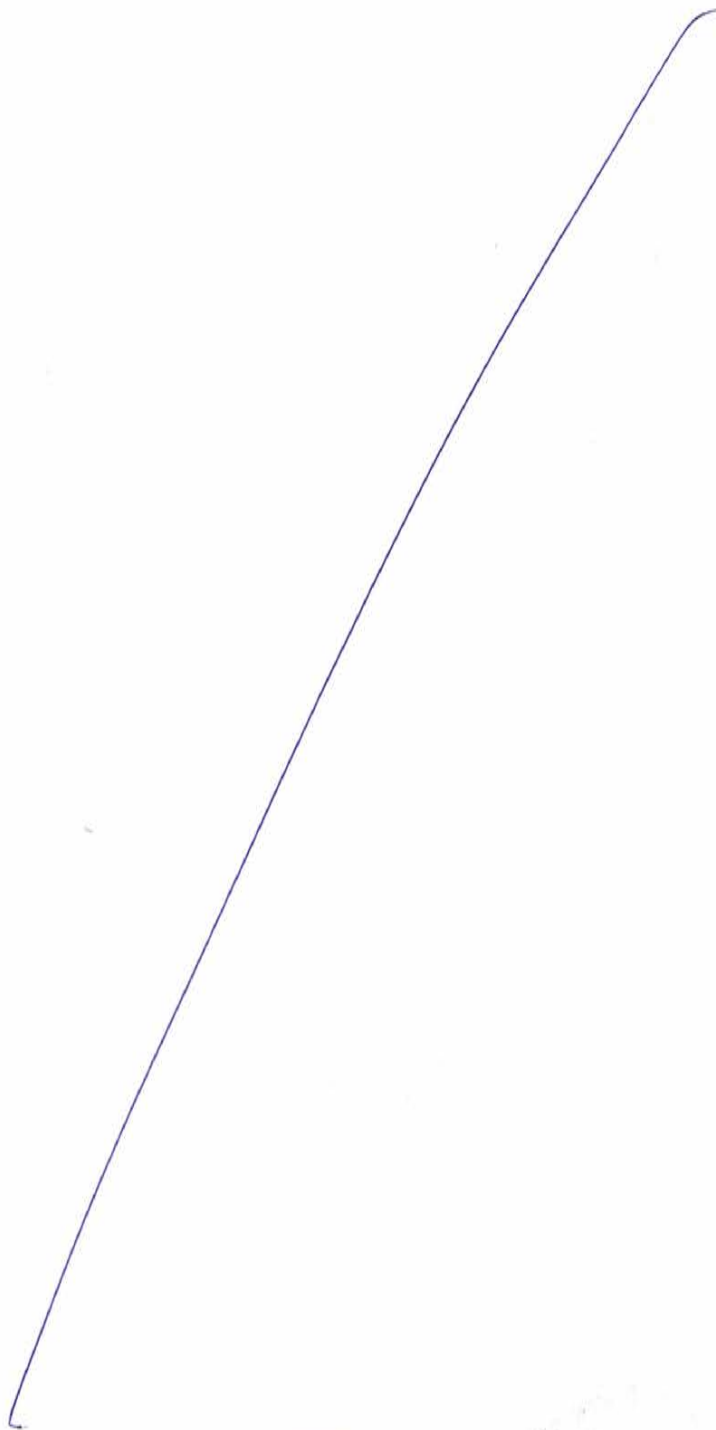
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Region Development
Authority**

DOCUMENT TITLE

Specific Construction Experience

881 1988

3527





Ref: 221015-94053820-017

23rd June 2015

Mr Matthew Thomason

VSL Australia Pty Ltd
6 Pioneer Avenue
Thornleigh NSW 2120

Dear Matthew,

Re: Works Contract 94053820 – Substantial Completion

Leighton acknowledges that VSL has achieved substantial completion on 29 May 2015.

With respect to release in accordance with clause 38 of the Works Contract we will respond in due course.

If you have any questions please contact out Shane Watkins on 02 6683 5000

Yours Faithfully
Leighton Contractors

Chris Davis
Project Manager



16 JUL 2017

TRUE COPY



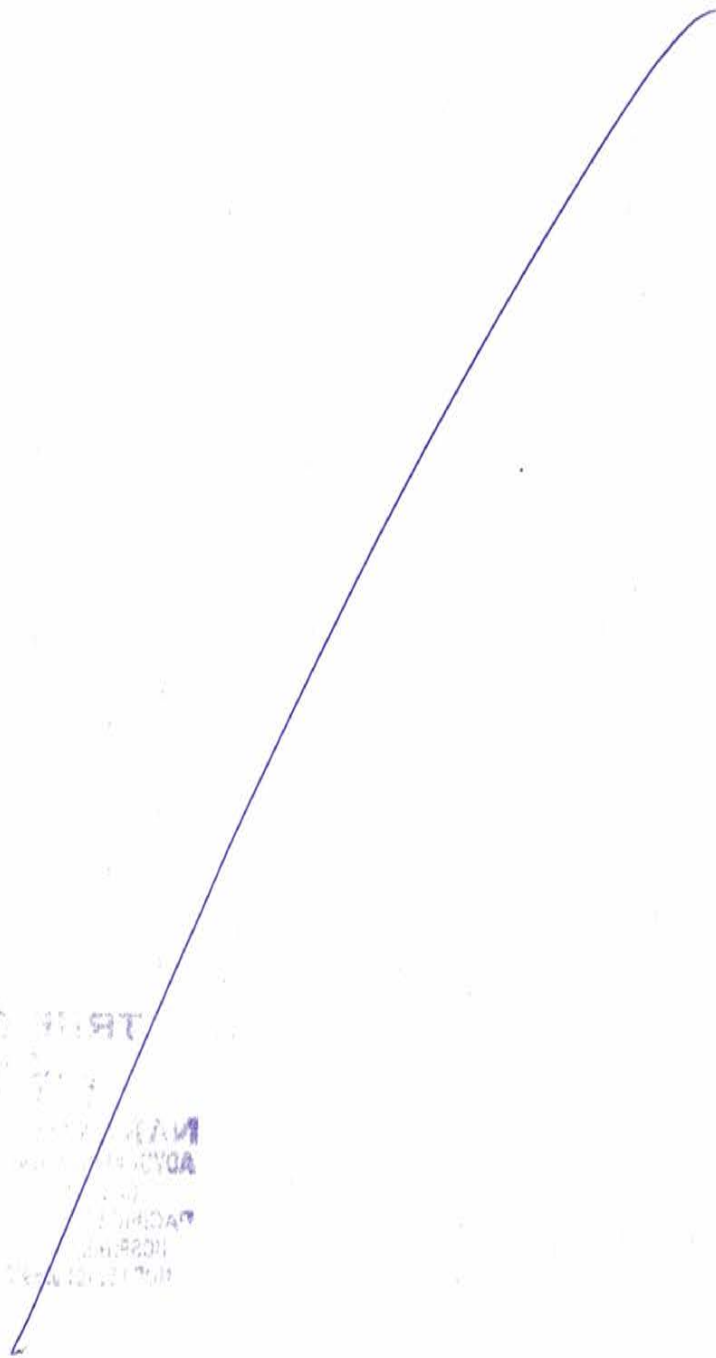
NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
MOBILE: +91 9869433277 / 9869036608



For VSL INDIA PRIVATE LIMITED

Director

3529



THE
MAY
ADY
PACIFIC
HOSPITAL
MONTGOMERY



Ref: 221015-94053820-018

1st July 2015

Mr Matthew Thomason

VSL Australia Pty Ltd
6 Pioneer Avenue
Thornleigh NSW 2120

Dear Matthew,

Re: Works Contract 94053820 – Release

In accordance with clause 38.1 of the Works Contract, Leighton provides a duly completed release in the form included in Annexure E of the Works Contract.

Please execute and return original to myself at PO Box 303 Ballina NSW 2478.

Yours Faithfully
Leighton Contractors

Chris Davis
Project Manager

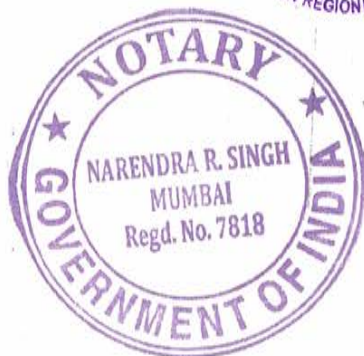
Attachment: Release



16 JUL 2017

TRUE COPY

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOV OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
MOBILE: +91 9869433277 / 9869036688



Leighton Contractors Pty Limited ABN 98 000 853 597
Pipilico to Teven Road Enabling Works
Cnr Bruce Highway and Pacific Highway, Ballina NSW 2478
PO Box 303 Ballina NSW 2478

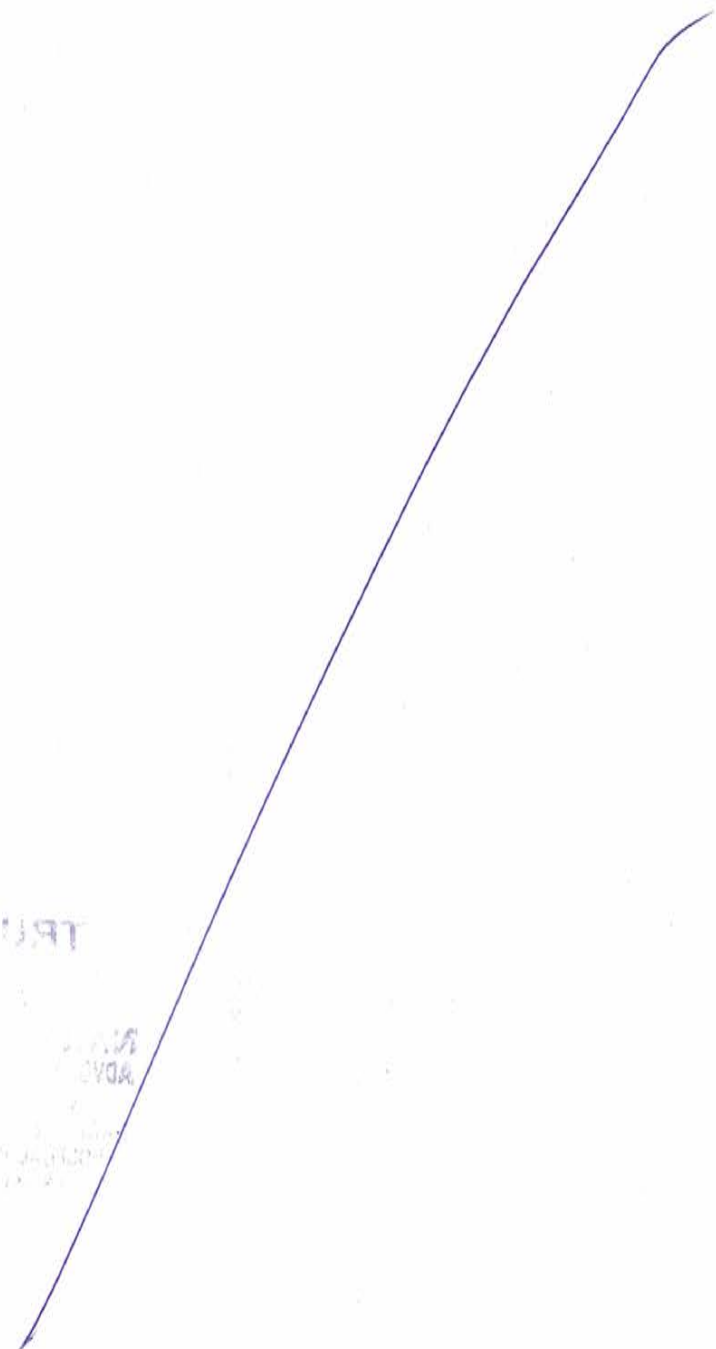
of VSL INDIA PRIVATE LIMITED

Director

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ADV



RELEASE

THIS DEED is made on the 1st day of July 2015

BY: VSL Australia Pty Ltd (ABN 56 000 528 914) of Locked Bag 102 Pennant Hills Nsw 2120
("Releaser")

FOR THE BENEFIT OF: Leighton Contractors Pty Limited (ABN 98 000 893 667) of Level 4, Tower A, 799 Pacific Highway Chatswood Nsw 2067 ("Beneficiary")

Concerning the following contract between the Beneficiary and the Releaser ("Contract"):

Contract Number: 94053820	Contract Date: 13/01/2014
	Project: Pimlico to Teven Road Enabling Works

In consideration of the Determination, the Releaser agrees:

1. DEFINITIONS AND INTERPRETATION

(1) In this deed:

- (a) "Claim" means any action, claim, demand or proceedings by the Releaser for an increase in the Contract Price, for payment of money (including debts, damages or by way of an indemnity) or for an extension of time or for any other remedy:
- (i) under, arising out of, or in any way in connection with, the Contract, including a breach of the Contract by the Beneficiary or any direction of the Beneficiary; or
- (ii) arising out of, or in any way in connection with, the Contract Work, the Project or either party's conduct before the Contract,
- whether in contract, for tort (including negligence), in equity, for restitution, for strict liability, under statute or otherwise at law or on any other legal basis whatsoever;
- (b) "Contract Work" means all the work, services, activities, tasks and other things that the Releaser is required to perform under the Contract;
- (c) "Contract Price" means the amount payable to the Releaser under the Contract;
- (d) "Determination" means the determination by the Beneficiary set out in the Schedule to this deed;
- (e) "Excepted Matter" means:
- (i) any Excepted Matter identified in the Schedule to this deed;
- (ii) any Claim by the Releaser arising out of, or in any way in connection with, a breach of the Contract by the Beneficiary occurring after the date of the Release, or a Variation directed by the Beneficiary after the date of the Release; and
- (iii) any action, claim, demand or proceedings by the Releaser against the Beneficiary for an indemnity or a contribution in respect of any action, claim, demand or proceedings by a third party against the Releaser:
- (A) for personal injury, death or damage to physical property, or for infringement of any Intellectual Property Right, to the extent the injury, death, damage or infringement is caused by any breach of the Contract by the Beneficiary or by any negligent act or omission of the Beneficiary; or
- (B) for damage to physical property, or for pure economic loss, to the extent the damage or loss is the unavoidable result of the performance of the Contract Work in accordance with the Contract; and
- (f) other capitalised terms used in this deed have the same meaning as given to them in the Contract.

(2) The interpretation provisions in clause 1.2 of the Contract Conditions apply to this deed and this deed is governed by the same laws that govern the Contract.

2. ACKNOWLEDGEMENTS AND RELEASE

(1) This deed is the Release referred to in the Contract Conditions. The Determination was made by the Beneficiary under those conditions.

(2) Subject to clause 2(3), and to the extent permitted by law, the Releaser hereby:

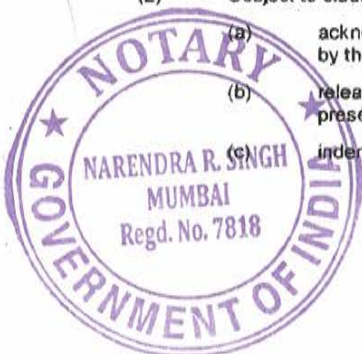
- (a) acknowledges and agrees that the amount (if any) stated in item 2.4 of the Determination as being payable by the Beneficiary to the Releaser, is the final payment due to the Releaser under the Contract;
- (b) releases the Beneficiary and its employees, agents, successors and permitted assigns from all past, present and future Claims, whether known or unknown; and
- (c) indemnifies the Beneficiary against:

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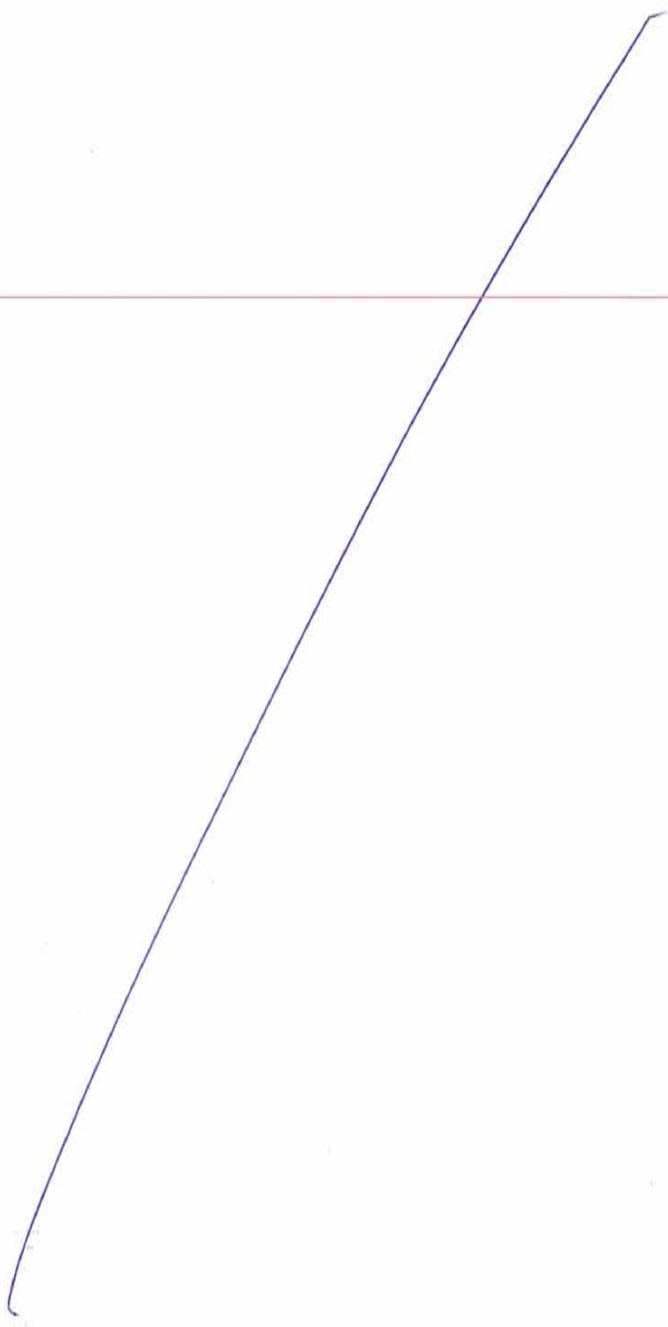
16 JUL 2017

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 075.
MOBILE: +91 9869433277 / 9869031883

Director



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- (i) any encumbrances (whether by way of lien, charge, retention of title, attachment or otherwise) over or in respect of the Main Contract Works or any part thereof, including any plant, equipment, materials, goods, items and other things supplied under the Contract (including any Contract Material); and
 - (ii) any proceedings brought by any persons seeking payment of an amount in respect of the Contract Work or any part thereof.
- (3) This deed does not affect:
- (a) any of the Releaser's obligations or liabilities under the Contract or otherwise at law (including with respect to Defects and Excepted Matters and the obligation to pay the amount (if any) stated in item 2.4 of the Determination as being payable by the Releaser to the Beneficiary);
 - (b) any of the Beneficiary's past, present or future rights or entitlements, whether under the Contract or otherwise at law (including with respect to Defects and Excepted Matters);
 - (c) any of the Releaser's rights or entitlements with respect to Excepted Matters; or
 - (d) the Beneficiary's obligation under the Contract to pay the amount (if any) stated in item 2.4 of the Determination as being payable by the Beneficiary to the Releaser or to release any security and retention as required by the Contract.
- (4) The Releaser acknowledges that it has waived and relinquished all encumbrances (whether by way of lien, charge, retention of title, attachment or otherwise) over or in respect of the Contract Work or any part thereof, including any plant, equipment, materials, goods, items and other things supplied under the Contract (including any Contract Material).

SCHEDULE

Determination			Amount (\$)	Amount (\$)
			(excl GST)	(incl GST)
1. Account details				
1.1	Lump sum component (if any) of original Contract Price			
1.2	Final amount payable for schedule of rates component (if any) of original Contract Price, excluding item 1.3 amounts			
1.3	Variations and other adjustments (if any)			
1.4	Final Contract Price			
2. Payment amount			Amount (\$)	Amount (\$)
			(excl GST)	(incl GST)
2.1	Final Contract Price as per item 1.4 above			
2.2	Less previous payments			
2.3	Less cash retention or any other withholding (if any) which will be held by the Beneficiary subsequent to the date of this deed			
2.4	Amount payable by the Beneficiary or by the Releaser, as applicable (positive amounts being payable by the Beneficiary and negative amounts being payable by the Releaser)			
3. Non-cash security and/or retention			Amount (\$)	
3.1	Amount of non-cash security or retention (if any) held by the Beneficiary that is due to be released			
3.2	Balance of non-cash security or retention (if any) that will be held by the Beneficiary subsequent to the date of this deed			
Additional Excepted Matters (if any)				
The following matters are Excepted Matters:				

EXECUTED by the Releaser as a deed.

The Common Seal of VSL Australia Pty Ltd (ABN (56 000 528 914) was affixed in the presence of:

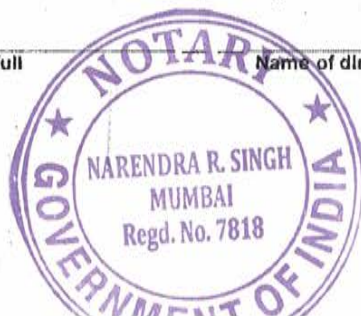
Signature of secretary/other director

Signature of director

Name of secretary/other director in full

Name of director in full

NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
 C-1101, BLOOMING HEIGHTS,
 PACIFIC ENCLAVE, NEAR HIRANANDANI
 HOSPITAL, POWAI, MUMBAI-400 076
 MOBILE: +91 9869433277 / 9869015043



VSL INDIA PRIVATE LIMITED
 Director

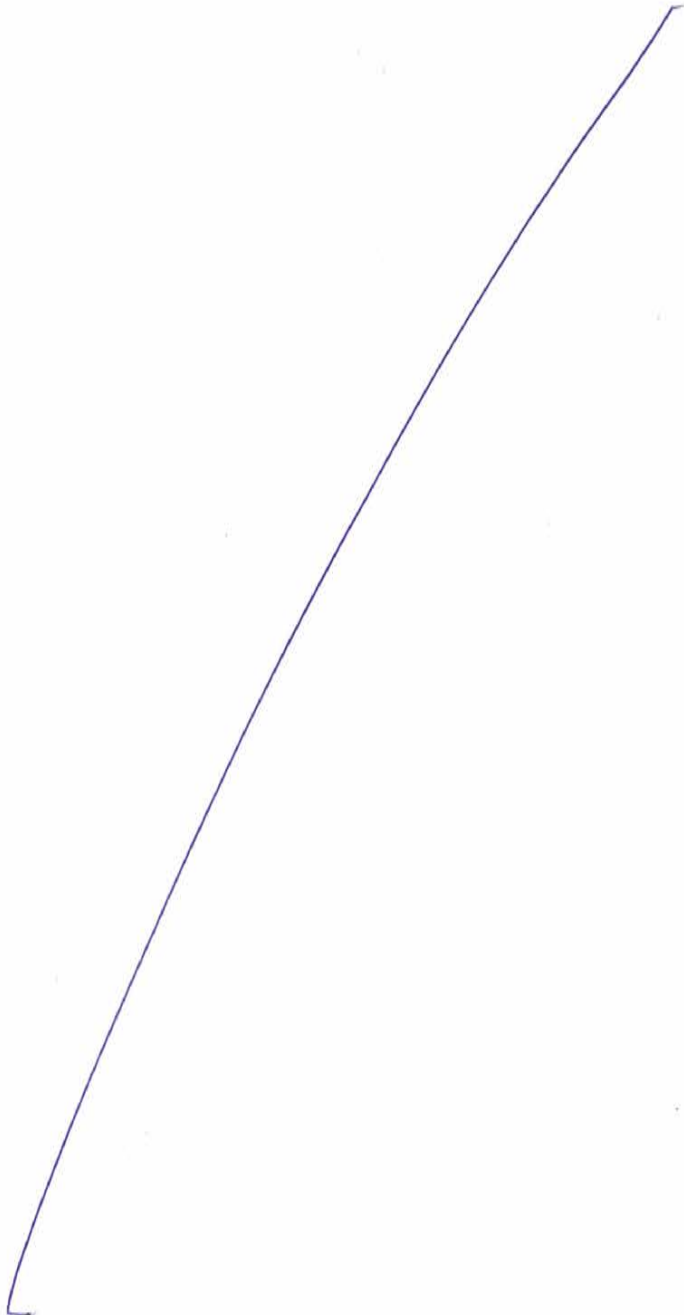


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LEBIE RUDY



Form ELI - 2: Bidder's Party Information

Date: [insert day, month, year]
IFB No.: MMRDA/ENG1/000753

Page [insert page number] of [insert total number] pages

1. Bidder's name : Daewoo-TPL JV
2. Bidder's Party legal name : VSL INDIA PVT LTD
3. Bidder's Party country of registration : INDIA
4. Bidder's Party year of incorporation : 1999
5. Bidder's Party legal address in country of registration : 2nd Floor, West Wing, No.21, North Phase, Industrial Estate, Guindy, Chennai - 600 032. Tamil Nadu, India., Phone: +91 44 4225 1111
6. Bidder's Party authorized representative information - Name : Kailash Basita - Address : 2nd Floor, West Wing, No.21, North Phase, Industrial Estate, Guindy, Chennai-32 - Telephone/Fax numbers : +91 44 4225 1111 - Email Address : Kailash.basita@vsl.com
7. Attached are copies of original documents of : <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
9. [Only in case of the proposed specialist Subcontractor] Included is a letter of undertaking to be a specialist Subcontractor to the Bidder.



VSL INDIA PRIVATE LIMITED

Director



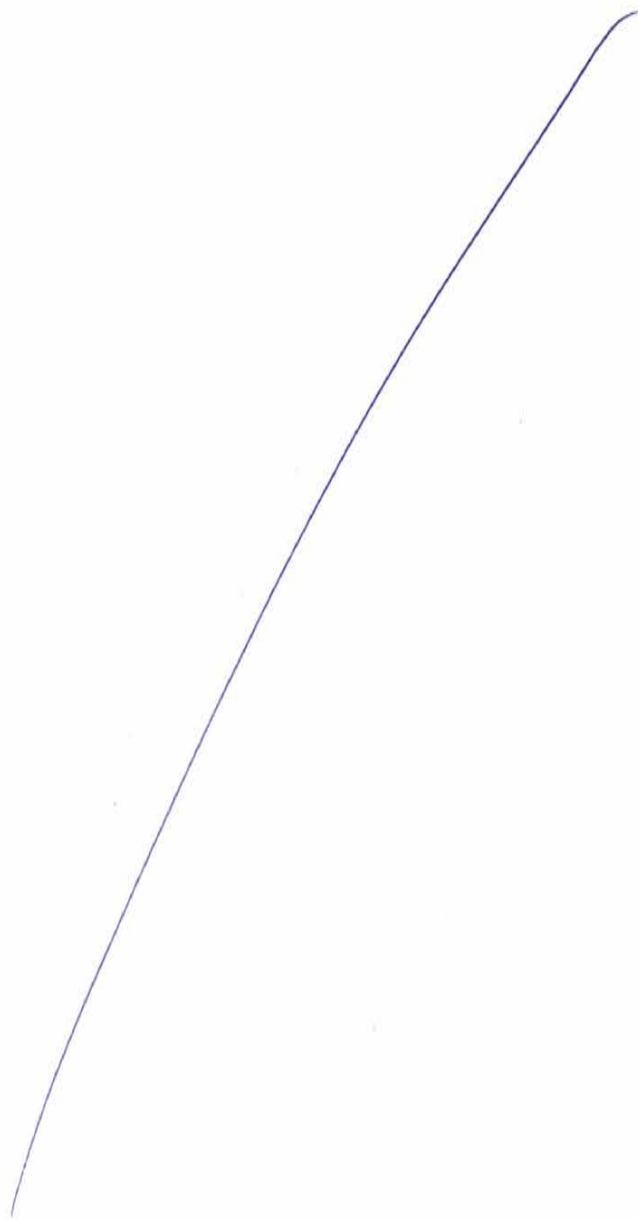
Mumbai Metropolitan
Region Development
Authority

DOCUMENT TITLE

Form ELI - 2: Bidder's Party Information

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THE COMPANIES ACT, 1956
&
THE COMPANIES ACT, 2013

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
VSL INDIA PRIVATE LIMITED**

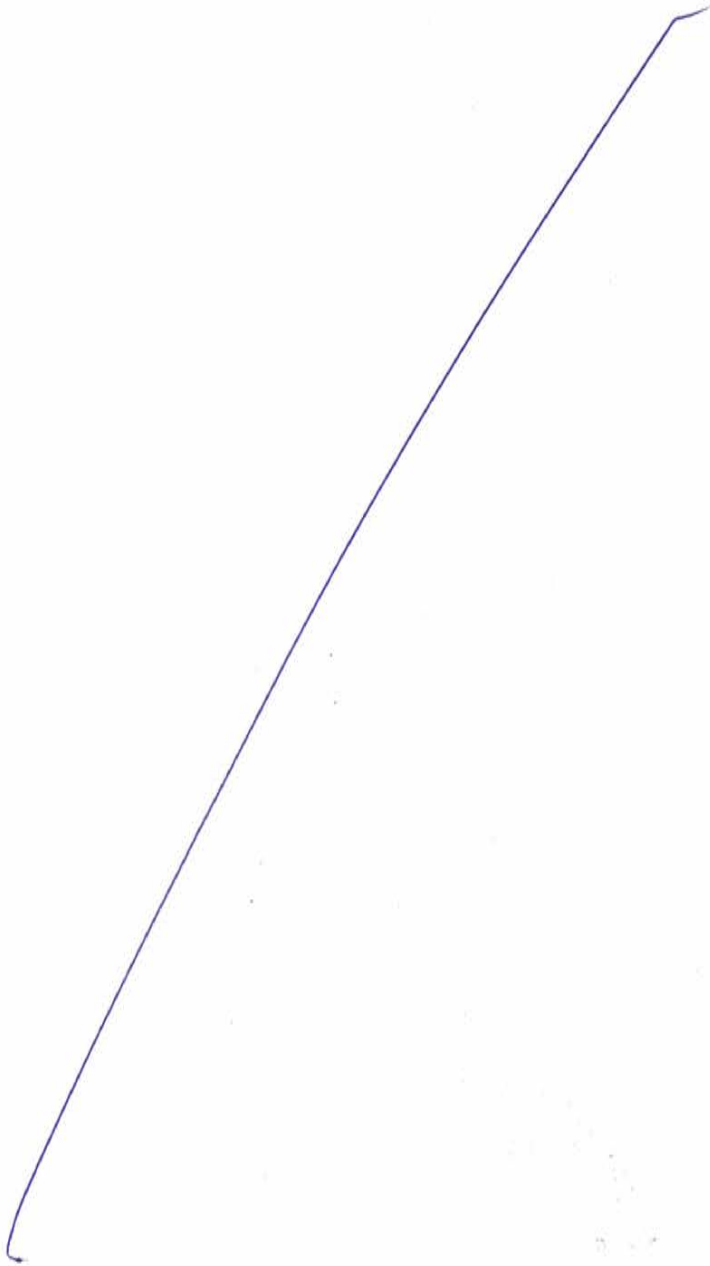


For VSL INDIA PRIVATE LIMITED

Director

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FORM I R.



CERTIFICATE OF INCORPORATION

No. 18-43540 of 1999

I hereby certify that VSL INDIA PRIVATE LIMITED

is this day incorporated under the Companies Act 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at CHENNAI

this ELEVENTH day of NOVEMBER

TWENTIETH KARTIKA
One thousand nine hundred and NINETY NINE
One thousand nine hundred and TWENTY ONE



Deputy (M. CHANDANAMUTHU)
Registrar of Companies
TAMIL NADU



For VSL INDIA PRIVATE LIMITED

M. Ramesh
Company Secretary

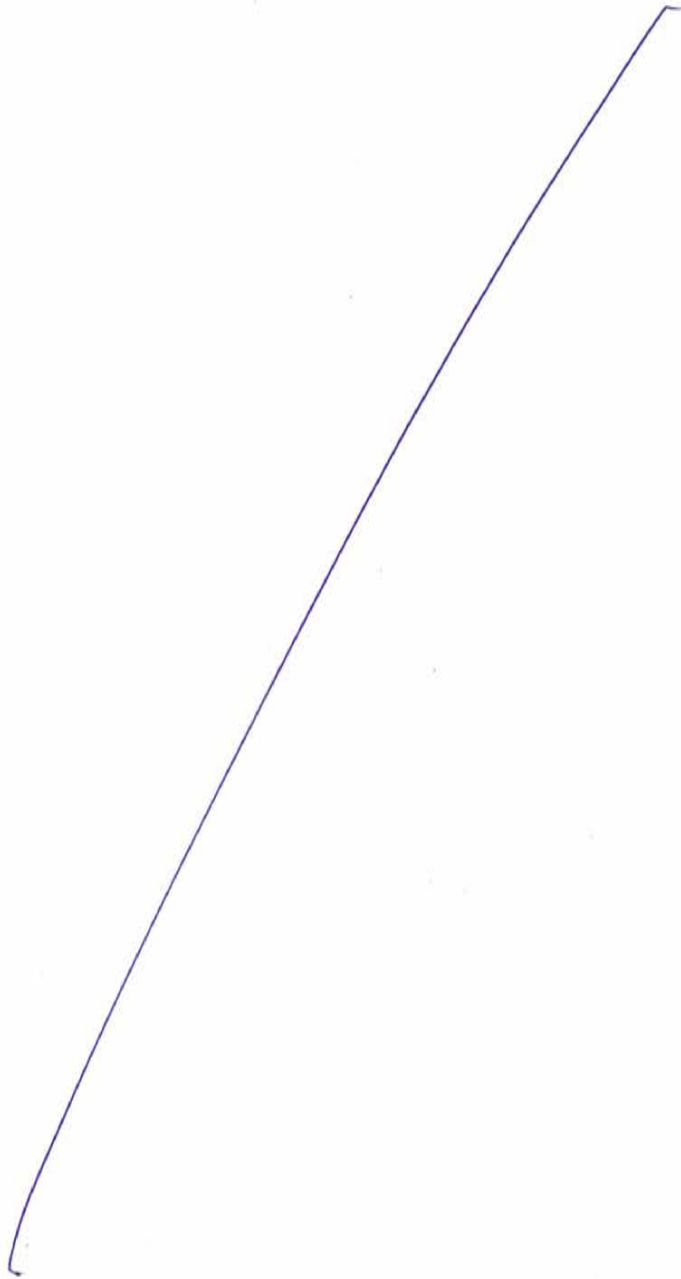


For VSL INDIA PRIVATE LIMITED

[Signature]
Director



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Under the Companies Act. 1956,

Private Company Limited by Shares

**Memorandum of Association
Of
VSL INDIA PRIVATE LIMITED**

- I. The name of the company is VSL INDIA PRIVATE LIMITED.
- II. The Registered Office of the Company will be situated in Tamil Nadu, India.
- III. **A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**
1. To manufacture, distribute, deal in, operate and to act as agents, advisers, consultants and contractors in respect of all manner of pre-stressing and post tensioning system, ground anchor and associated works mainly in power sector like nuclear power plant reactors and infrastructure sector like cable stayed bridges and segmental bridges.
 2. To carry on business as civil, mechanical structural consulting and general engineers.
- B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENTS OF THE MAIN OBJECTS:**
1. To raise money by the issue of shares, stock, debentures, debenture stock, bonds, obligations, deposit notes and otherwise howsoever and to underwrite any such issue.
 2. To make advances upon hold in trust, issue on commission, sell or dispose of any of the investments aforesaid and to act as agent for any of the above or the like purposes.
 3. To carry on business of advisers on problems relating to the administration and organization of industry and business and the training of personnel for industry and business and to carry on all or any of the businesses of industrial business and personnel consultants and to advise upon the means and methods for extending developing and improving all types of businesses or industries and all systems or processes relating to the production, storage, distribution, marketing and sale of goods and/or relating to the rendering of services.
 4. To act as agents or managers in carrying on any business concerns and undertakings and to employ experts to investigate and examine into the condition, management, prospects, value and circumstances of any business, concerns and undertakings and generally of any assets, property or rights of any kind.



For VSL INDIA PRIVATE LIMITED

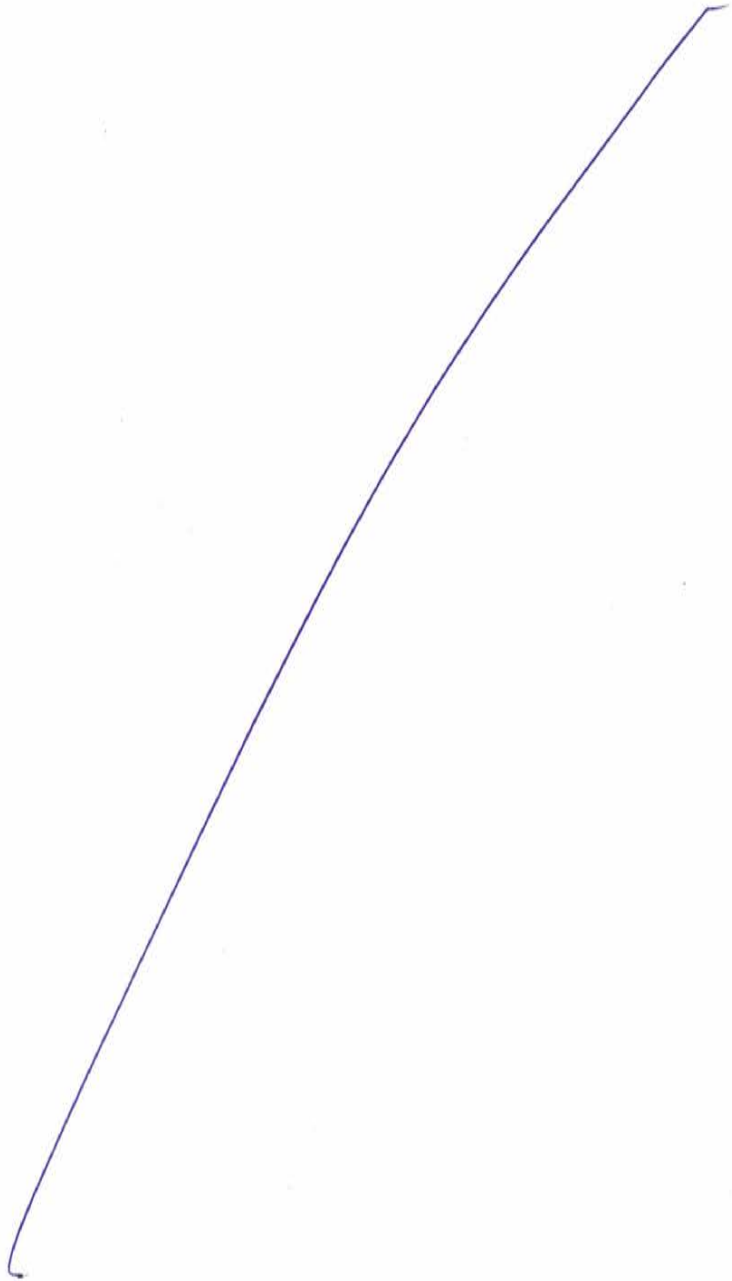
Me. J. J. S. Chavan
Company Secretary



Page 1 of 5
For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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5. To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
6. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
7. To apply for purchase or otherwise acquire any patents, patent rights, copyrights, trademarks, formulas, licenses, concessions and the like conferring any exclusive or nonexclusive or limited right to use or any invention which may seem capable of being Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired.
8. To amalgamate or enter into partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint wise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
9. Subject to the provision of the Companies Act, 1956, to take or otherwise acquire and hold shares, debentures or other securities of any other Company.
10. To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
11. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or directors or past employees or directors of the Company or its predecessors in business or the dependents or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

For VSL INDIA PRIVATE LIMITED

Meer Kishore
Company Secretary



Page 2 of 5

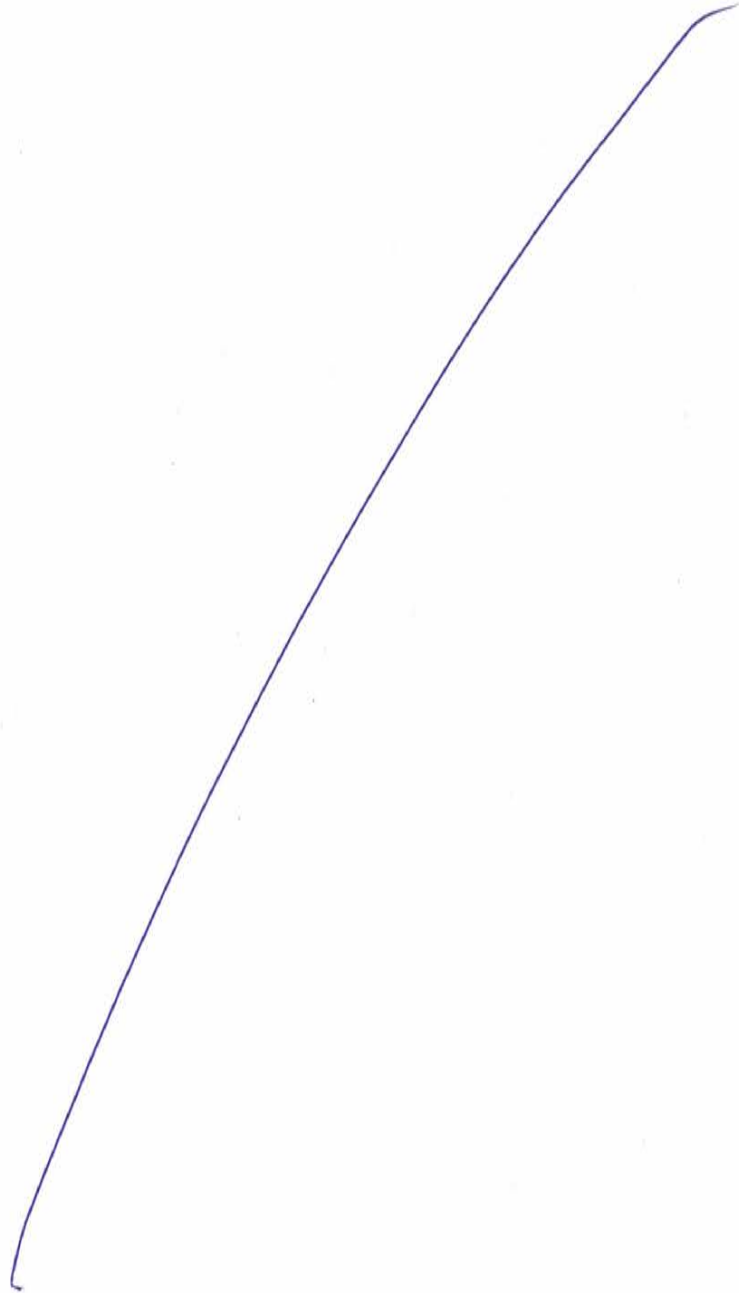
For VSL INDIA PRIVATE LIMITED

[Signature]
Director

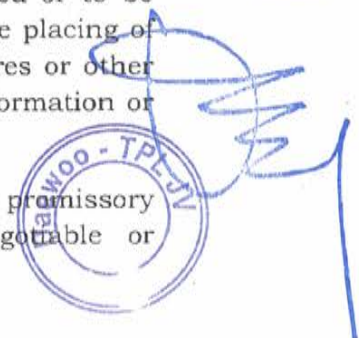


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- 12. To promote any other company or companies for the purpose of acquiring or taking over all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- 13. To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock in-trade.
- 14. To construct, improve, maintain, develop, work, manage, carry out or control any buildings, works, factories, mills, roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, water-courses, wharves, warehouses, electric works, shops, stores, and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidies or otherwise assist or take part in the construction, improvement; maintenance, development, working, management, carrying out or control thereof.
- 15. To invest and deal with the money of the Company not immediately required in such manner as may from time to time be thought fit.
- 16. To lend and advance money or give credit to any person or Company to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any person or company, to secure or undertake in any way the repayment of moneys lent or advance to or the liabilities incurred by any person or Company and otherwise to assist any person or Company.
- 17. To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same .or the repayment or performance of any or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property(both present and future), including its uncalled capital and to purchase redeem, or payoff any such securities.
- 18. To remunerate any person or Company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the organization, formation or promotion of the Company or the conduct of its business.
- 19. To draw, make accept, endorse, discount, execute and issue promissory note, bills of exchange, bills of lading, and other negotiable or transferable instruments.

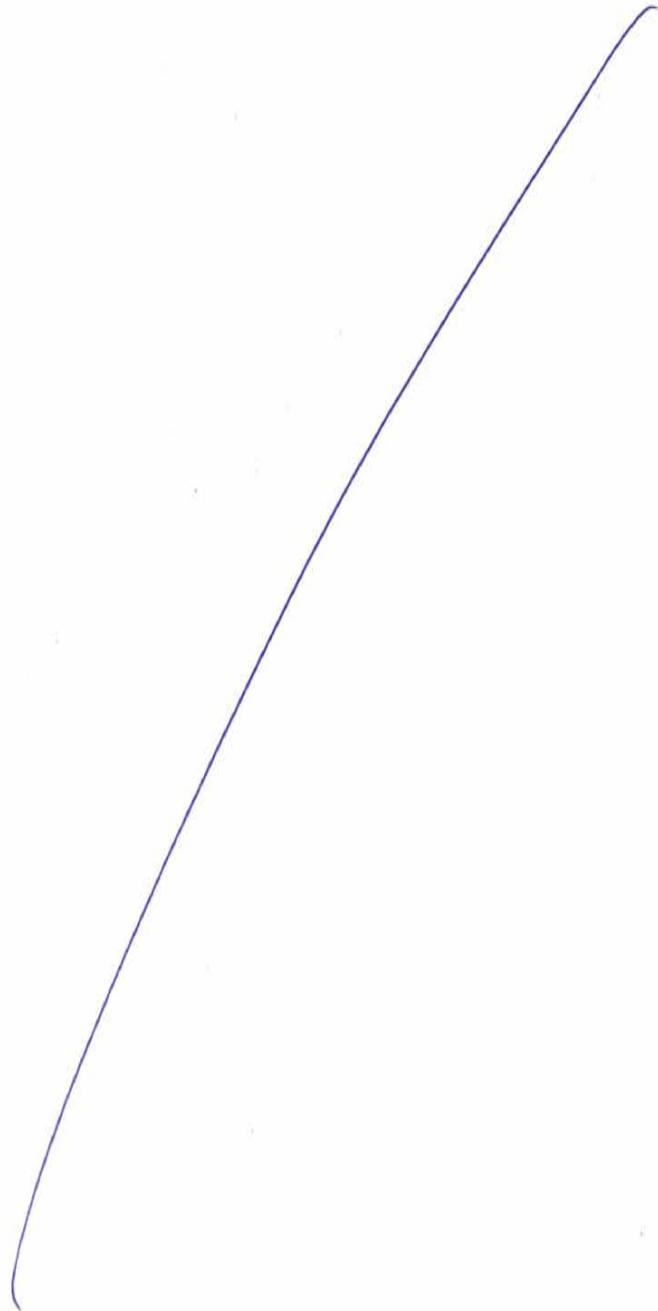


For VSL INDIA PRIVATE LIMITED

Meerjishu
Company Secretary

For VSL INDIA PRIVATE LIMITED
[Signature]
Director

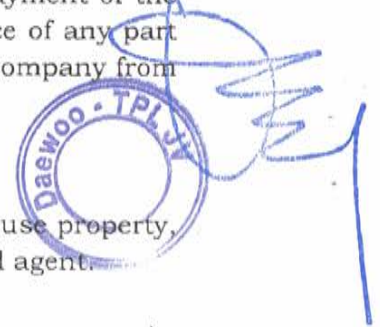
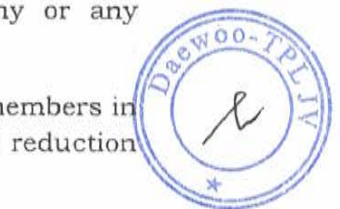
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20. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for share debentures or securities of any other Company having objects altogether or in part similar to those of the Company.
21. To adopt such means of making known and advertising the business and products of the Company as may seem expedient.
22. To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, license, power, authority franchise, concession. right, or privileges which any Government or authority or any corporation or other public body may be empowered to grant and to pay for, aid in. and contribute towards carrying the same into effect and to appropriate any of the Company's shares, debentures or other securities -and assets to defray the necessary costs, charges and expenses thereof.
23. To apply for, promote and obtain any statute order, regulation or authorization or enactment which may seem calculated directly or indirectly to benefit the Company, and to oppose any bills, proceedings or applications, which may seem calculated directly or indirectly to prejudice the Company's interests.
24. To procure the Company to be registered or recognized in any country or place outside India.
25. To sell, improve, manage. develop, exchange, lease, dispose of, turn to account or otherwise deal with ail or any part of the property and. rights of Company.
26. To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
27. To distribute any of the property of the Company among the members in kind or otherwise but so that no distribution amounting to a reduction of capital shall be made without the sanction required by law.
28. To take or hold mortgages, liens, and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company from purchasers and others.

C. **OTHER OBJECTS :**

1. To purchase and sell from any persons freehold or other house property, building or lands or otherwise the general business of a land agent.

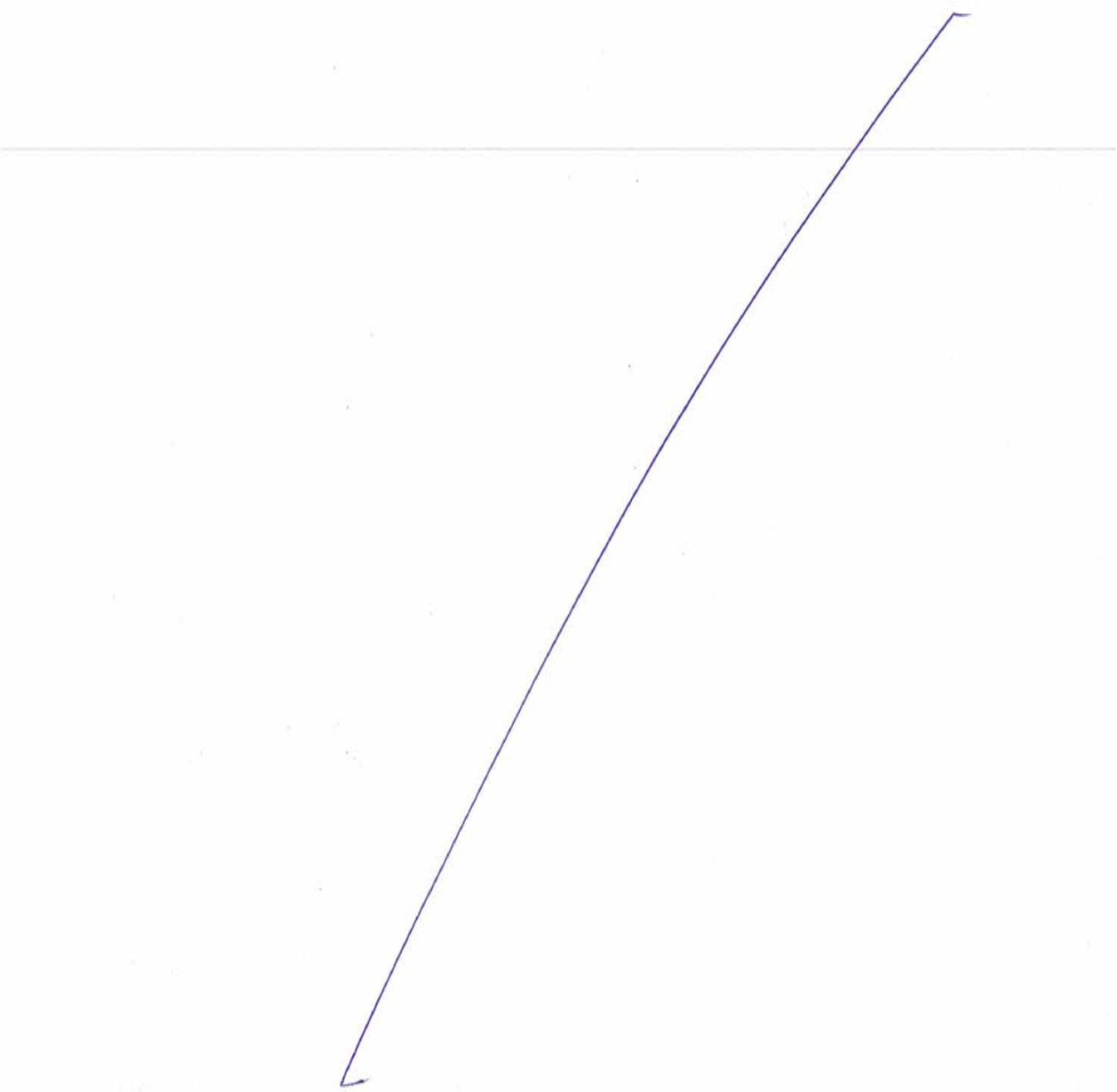


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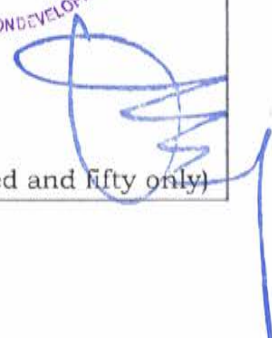
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IV. THE LIABILITY OF THE MEMBERS IS LIMITED.

V. The Authorized Share Capital of the Company is Rs. 62,50,00,000/- (Rupees Sixty Two Crores and Fifty Lakhs only) divided into 6,25,00,000 (Six Crores and Twenty Five Lakhs) Equity Shares of Rs.10/- (Rupees Ten) each with powers to increase or reduce the capital and divide the shares in the capital of the Company for the time being into several classes and attach thereto such rights, privileges and conditions as may be determined by or in accordance in such manner as may from time to time, be allowed as per the provisions of the Companies Act, 2013 as may be applicable."(ALTERED BY THE RESOLUTION PASSED AT THE EGM HELD ON 05.12.2014)

VI. We the several persons, whose names and addresses are hereunto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum Of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sl. No.	Signature, Name, Address, Description and Occupation of Subscribers	No. of equity shares taken by each subscriber	Signature, name, address, description and occupation of Witness
1.	Sd/- S.S. MANI S. S. Mani B.Com, F.C.A., Director Taxation, Fraser & Ross, Chartered Accountants, 4A, Kences Towers, North Usman Road, Chennai 600 017. S/o P.V. Sankaranarayana Ayyar Professional CHARTERED ACCOUNTANT	50 (Fifty Only)	Sd/- N. VELA YUTHAN N. Velayuthan, 1st Floor, R.A. Building Annexe, 18/3, Rukmini Lakshmi pathi Road, Egmore, Chennai 600008. S/o V. Nagarajan COMPANY EXECUTIVE
2.	Sd/- RAJAMANI MUTHUGANESAN Rajamani Muthuganesan, 1st Floor, R.A. Building Annexe, 18/3, Rukmini Lakshmi pathi Road, Egmore, Chennai 600 008. S/o Singaram Rajamani COMPANY EXECUTIVE TOTAL	500 (Five Hundred Only) 550	  (Five hundred and fifty only)

Date: 5th November, 1999

Place: Chennai.

For VSL INDIA PRIVATE LIMITED


Company Secretary



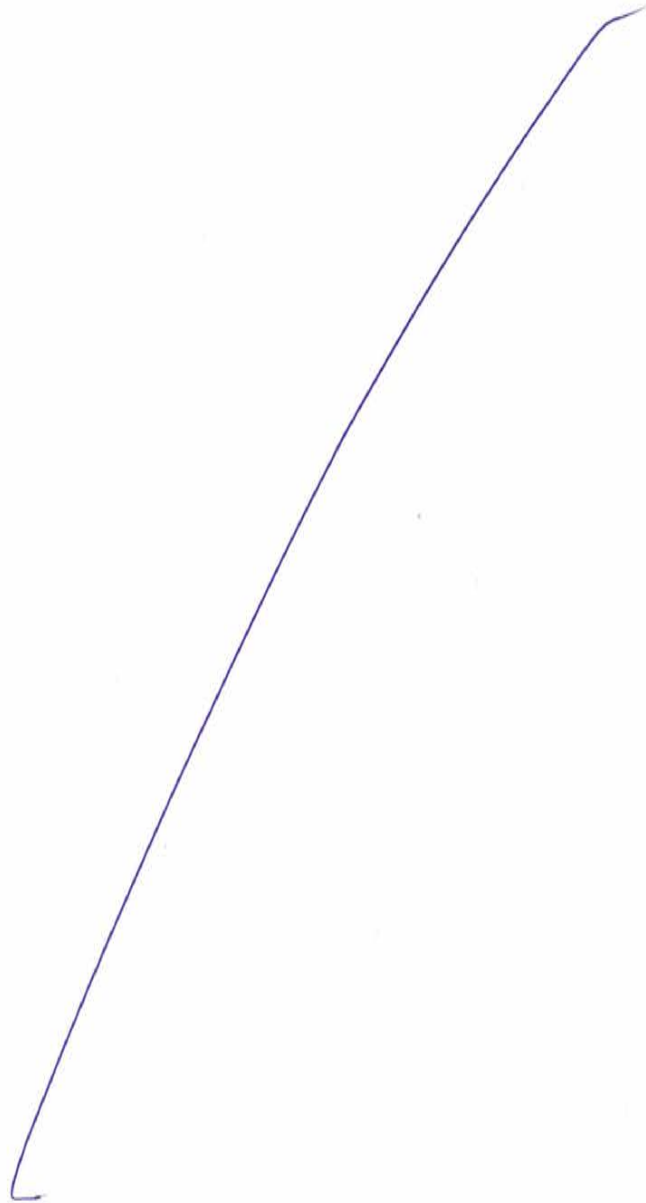
Page 5 of 5

For VSL INDIA PRIVATE LIMITED


Director

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(THE COMPANIES ACT, 2013)
 (COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
VSL INDIA PRIVATE LIMITED

I. PRELIMINARY

1. The Regulations contained in Table "F" in the Schedule I to the Companies Act, 2013, shall apply to the Company except in as far as otherwise expressly incorporated hereinafter.

II. INTERPRETATION

2. (i) In these Regulations:-

- (a) "Company" means **VSL INDIA PRIVATE LIMITED**.
 (b) "Office" means the Registered Office of the Company.
 (c) "Act" means the Companies Act, 2013, and any statutory modification thereof.
 (d) "Seal" means the Common Seal of the Company.
 (e) "Directors" means the Directors of the Company and includes persons occupying the position of the Directors by whether names called.

(ii) Unless the context otherwise requires, words or expression contained in these Regulations shall bear the same meaning as in the Act or any Statutory modification thereof in force.

III. PRIVATE COMPANY

3. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:-

- (i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
 (ii) except in case of One Person Company, limits the number of its members to two hundred.

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member. Provided further that—

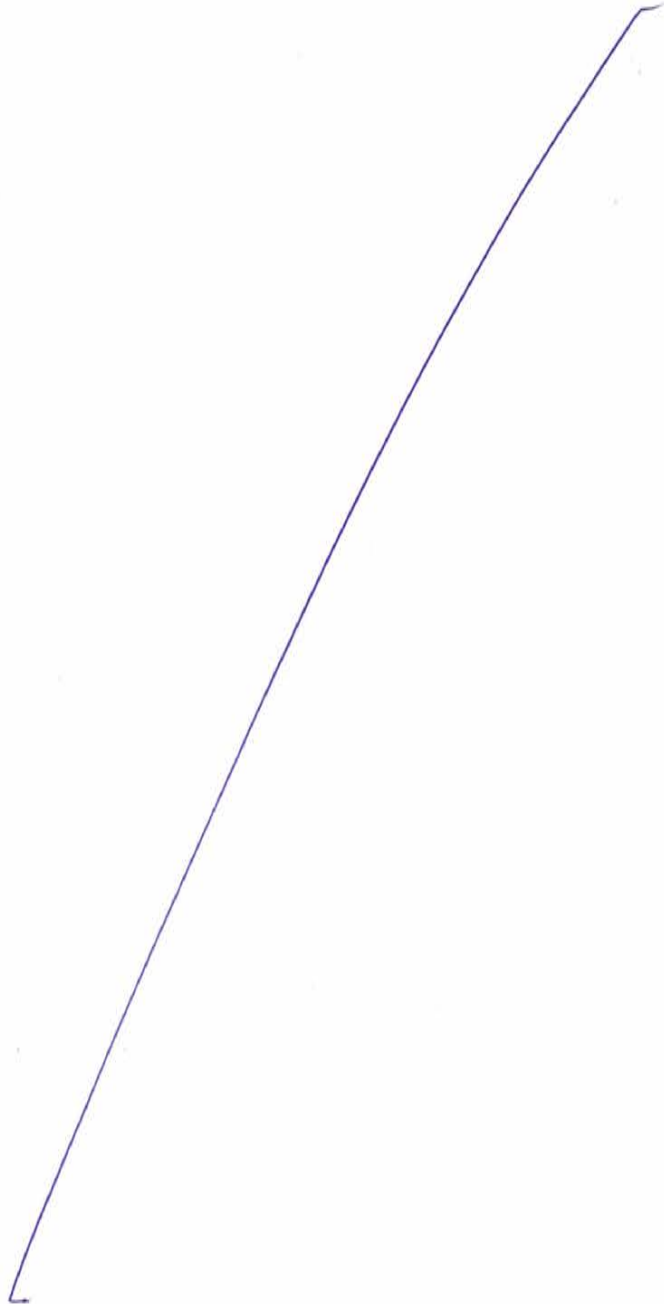
- (A) persons who are in the employment of the company; and
 (B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be

For VSL INDIA PRIVATE LIMITED

Mafiz Shw
 Company Secretary



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members after the employment ceased, shall not be included in the number of members; and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

IV. CAPITAL

4. The Authorised Share Capital of the Company is as mentioned in Clause V of the Memorandum of Association of the Company with power of the Board of Directors to sub-divide, consolidate and increase and with power from time to time, issue any shares of the original capital with and subject to any preferential, qualified or special rights, privileges or conditions as may be, thought fit, and upon the sub-division of shares apportion the right to participate in profits in any manner as between the shares resulting from sub-division.

5. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

6. Further to the Board of Directors approval, the Directors may allot and issue shares in the Capital of the Company on full payment or part payment or for any property, goods or machinery supplied, sold or transferred or for services rendered to the Company.

7. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon the request of share holders after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

8. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the

For VSL INDIA PRIVATE LIMITED

Mei fisch
Company Secretary

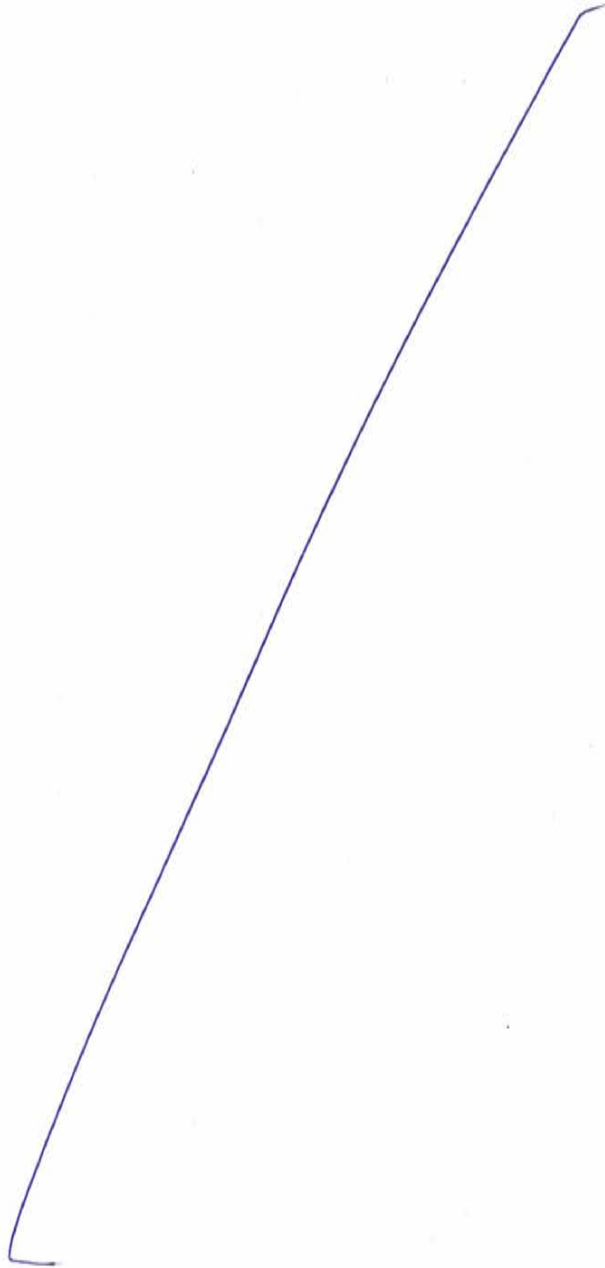


For VSL INDIA PRIVATE LIMITED

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[Signature]
Director





satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles 7 and 8 shall *mutatis mutandis* apply to debentures of the company.

9. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

10. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least onethird of the issued shares of the class in question.

11. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

12. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

V. LIEN

13. The Company shall have a first and paramount lien upon all the shares (not being a fully paid up share) registered in the name of such member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts, liabilities and engagements (whether presently payable or not) solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually alien or not and such lien shall extend to all dividends, from time to time, declared in respect of shares, subject to section 124 and bonuses declared from time to time in respect of such shares under the Act.

For VSL INDIA PRIVATE LIMITED


Company Secretary



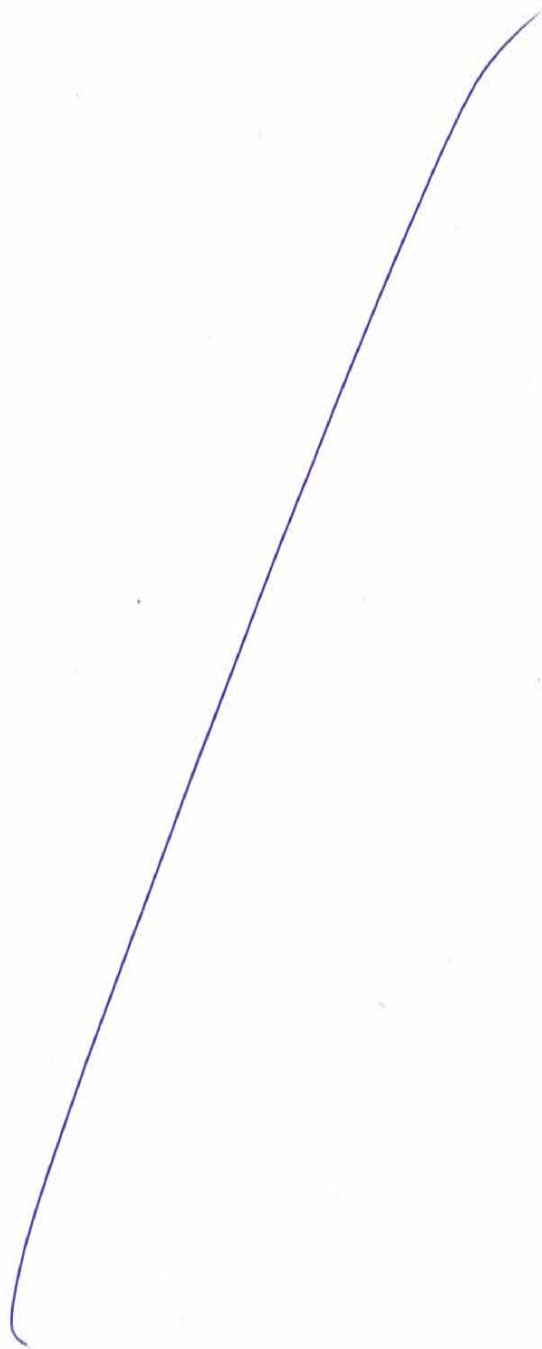
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The Board of Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this clause.

VI. CALLS ON SHARES AND TRANSFER OF SHARES

14. The Directors are empowered to make call on members of any amount payable at a time fixed by them.

15. Any member desiring to sell any of his shares must notify the Board of Directors of the number of shares, the fair value and the name of the proposed transferee, and the Board of Directors must offer to the other shareholders the shares offered at the fair value, and if the offer is accepted, the shares shall be transferred to the acceptor; and if the shares or any of them are not so accepted within one month from the date of notice to the Board of Directors the members proposing transfers shall, at any time within three months, afterwards, be at liberty, subject to Article 16 and 17 hereof, to sell and transfer the shares to any person at the same or at higher price.

In case of any dispute, regarding the fair value of the shares it shall be decided and fixed through the way of Valuation of shares by the Company's Auditor duly considered and approved by the Board of Directors whose decision shall be final .

16. No transfer of shares shall be made or registered without the previous approval of the Board of Directors.

17. The Directors may refuse to register any transfer of share (1) where the Company has a lien on the share, or (2) where the share is not a fully paid up share, subject to Section 58 and 59 of the Companies Act, 2013.

18. Subject to Section 58 and 59 of the Act, the Directors may in their discretion, without assigning any reason, refuse to register the transfer of any shares to any person, whom it shall, in their opinion, be undesirable in the interest of the Company to admit to membership.

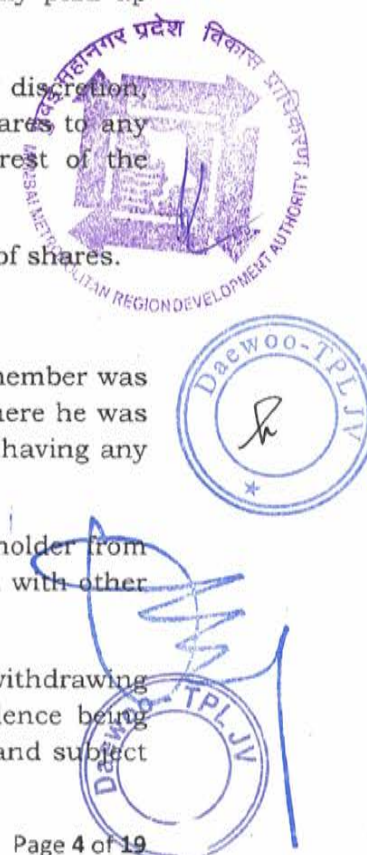
19. The instrument of transfer must be accompanied by the certificates of shares.

VII. TRANSMISSION OF SHARES

20. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.

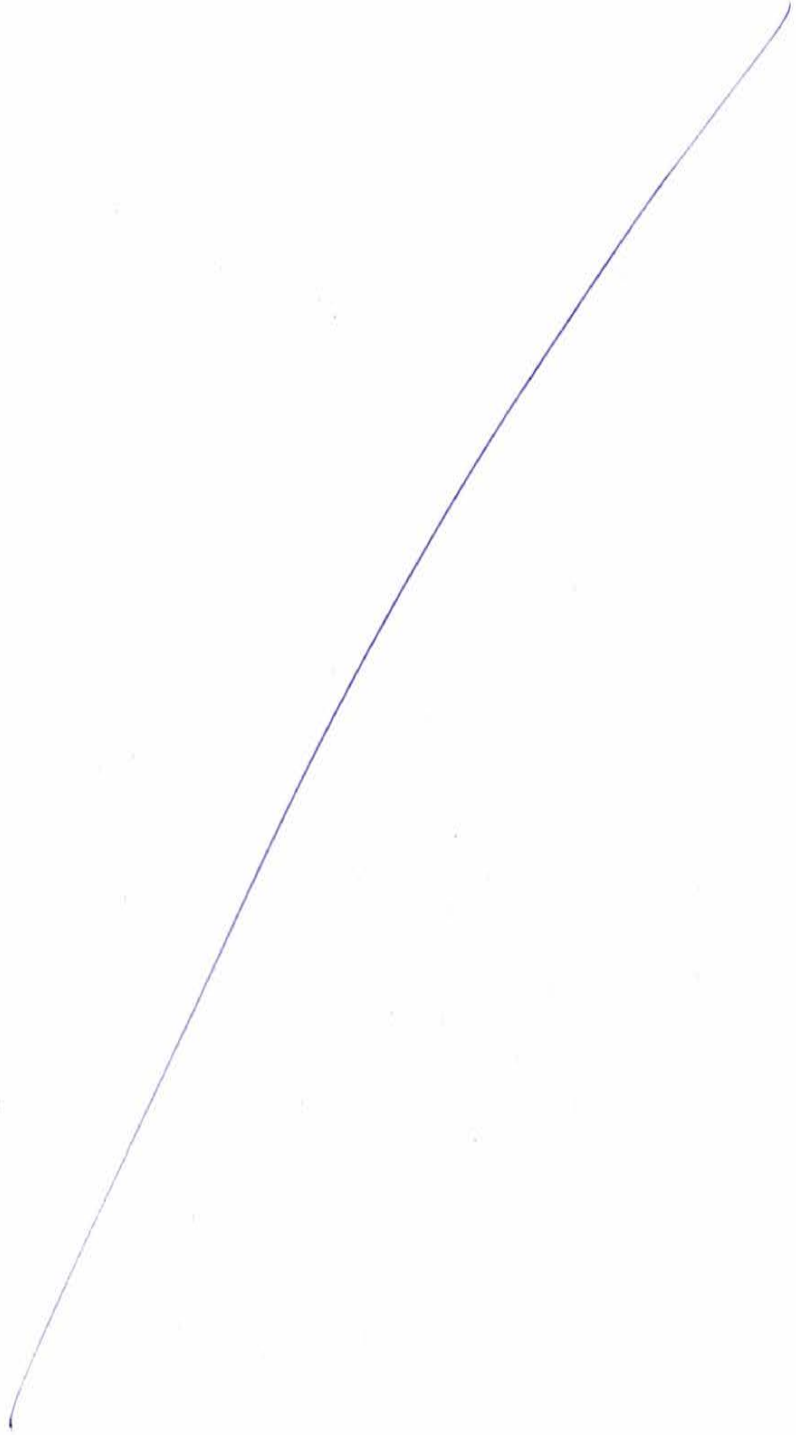
(ii) Nothing in clause (i) shall release the estate of a withdrawing joint holder from any liability in respect of any share which had been jointly held by him with other persons.

21. (i) Any person becoming entitled to a share in consequence of the withdrawing for whatever reason or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—



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- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the withdrawing or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- 22. (i)** If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

23. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

VIII. FORFEITURE OF SHARES

24. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

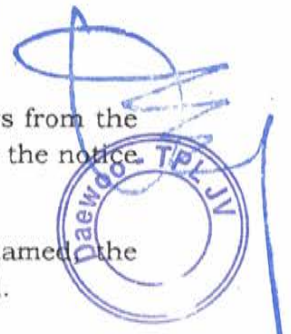
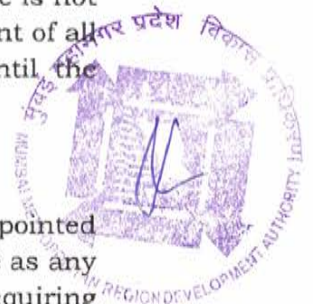
25. The notice aforesaid shall—

- (a) Name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

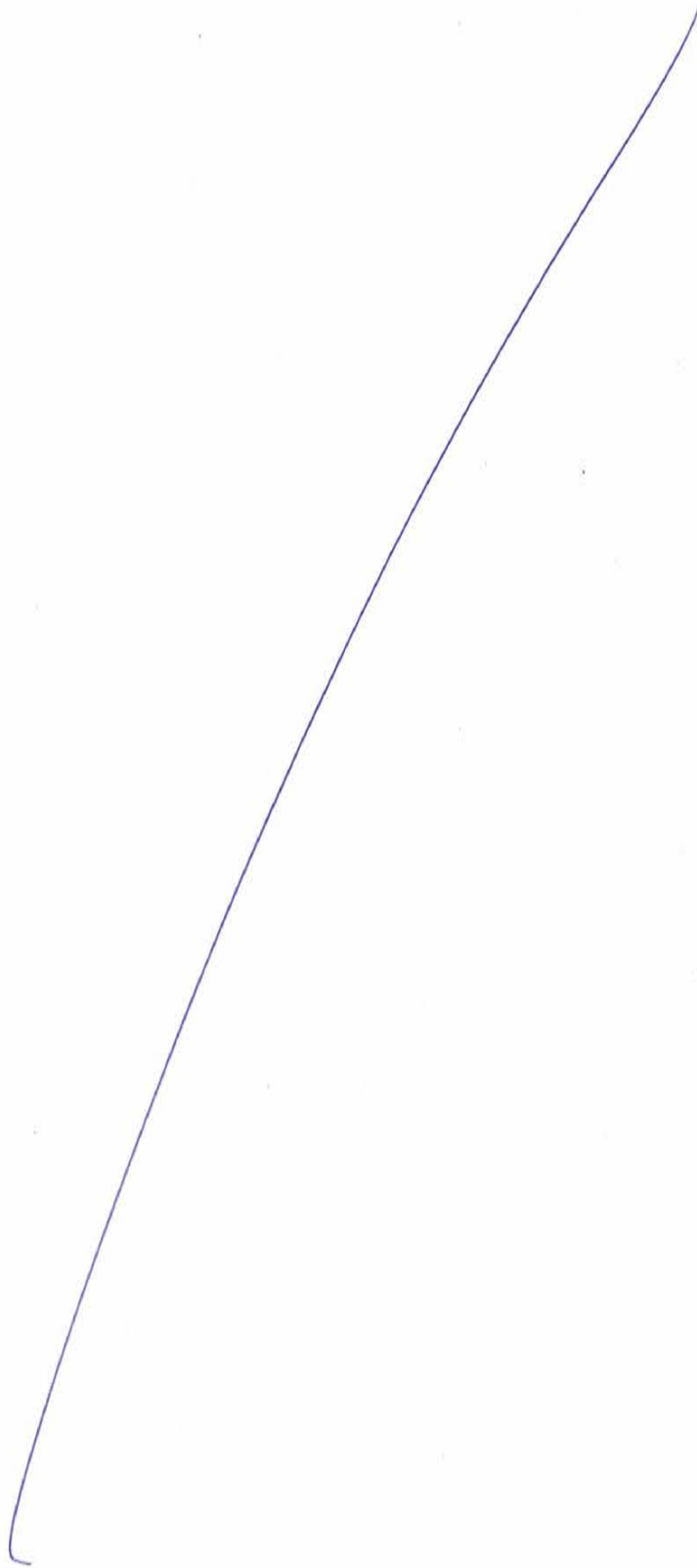
For VSL INDIA PRIVATE LIMITED

Meeta K. Shro

Company Secretary



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26. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

27. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

28. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

29. (i) A duly verified declaration in writing that the declared is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

(iii) The transferee shall thereupon be registered as the holder of the share.

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

30. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

IX. ALTERATION OF CAPITAL

31. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in there solution.

32. Subject to the provisions of section 61, the company may, by ordinary resolution,—

For VSL INDIA PRIVATE LIMITED

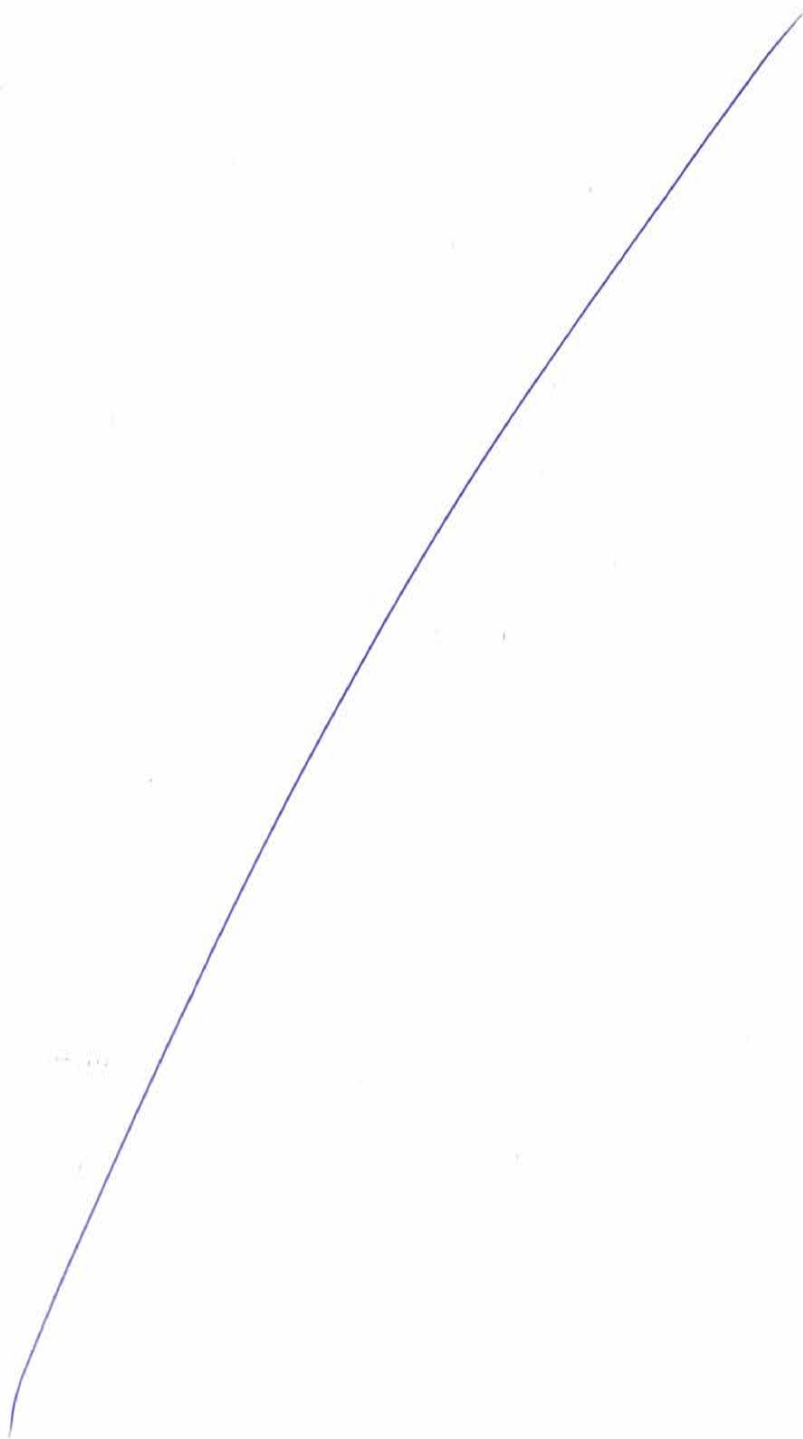
Manoj Kumar
Company Secretary

For VSL INDIA PRIVATE LIMITED

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Director



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(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

33. Where shares are converted into stock,—

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

34. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law—

(a) Its share capital;

(b) Any capital redemption reserve account; or

(c) Any share premium account.

X. CAPITALISATION OF PROFITS

35. (i) The company in general meeting may, upon the recommendation of the Board, Resolve—

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

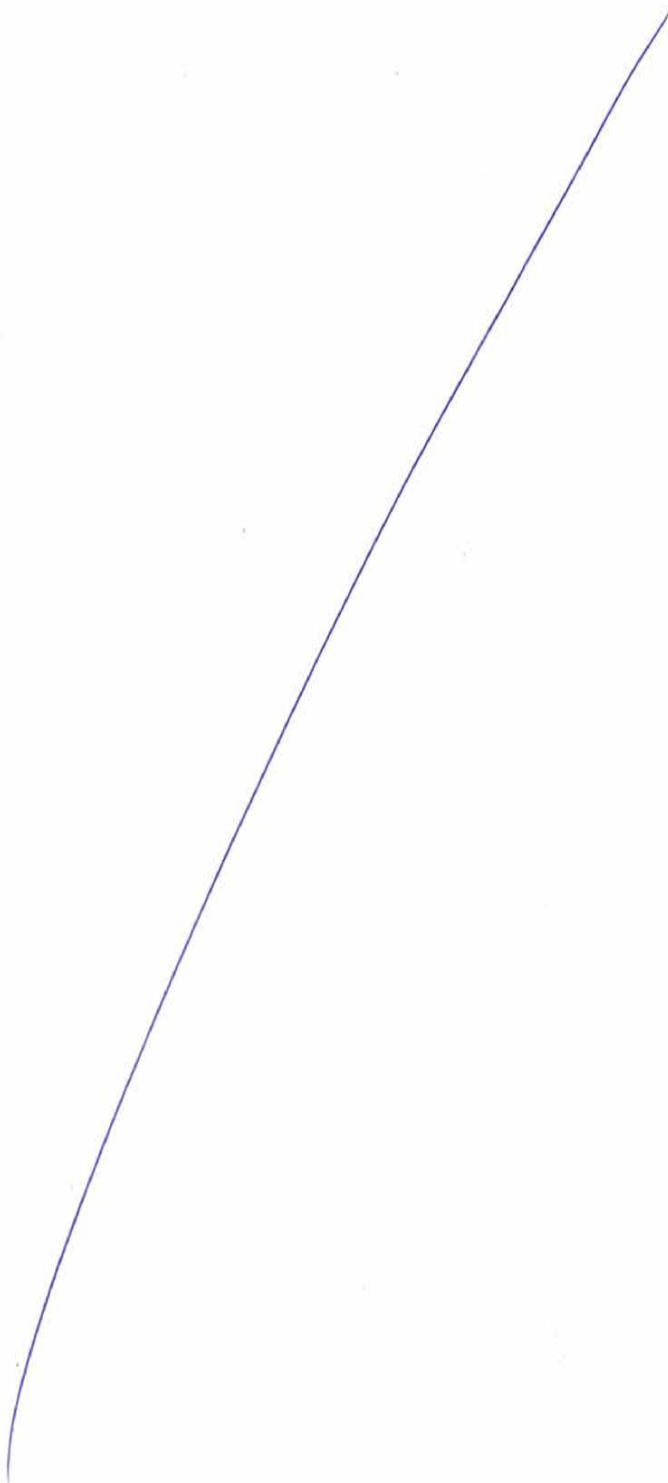
For VSL INDIA PRIVATE LIMITED

Mehar Singh
Company Secretary



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(b) that such sum be accordingly set free for distribution in the manner specified in clause 36 (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) Paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions afore said;

(C) Partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

36. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

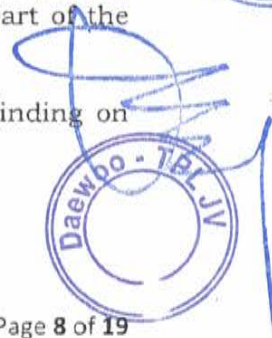
(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable infractions; and

(b) to authorise any person to enter, on behalf of all the members entitled there to, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.



For VSL INDIA PRIVATE LIMITED

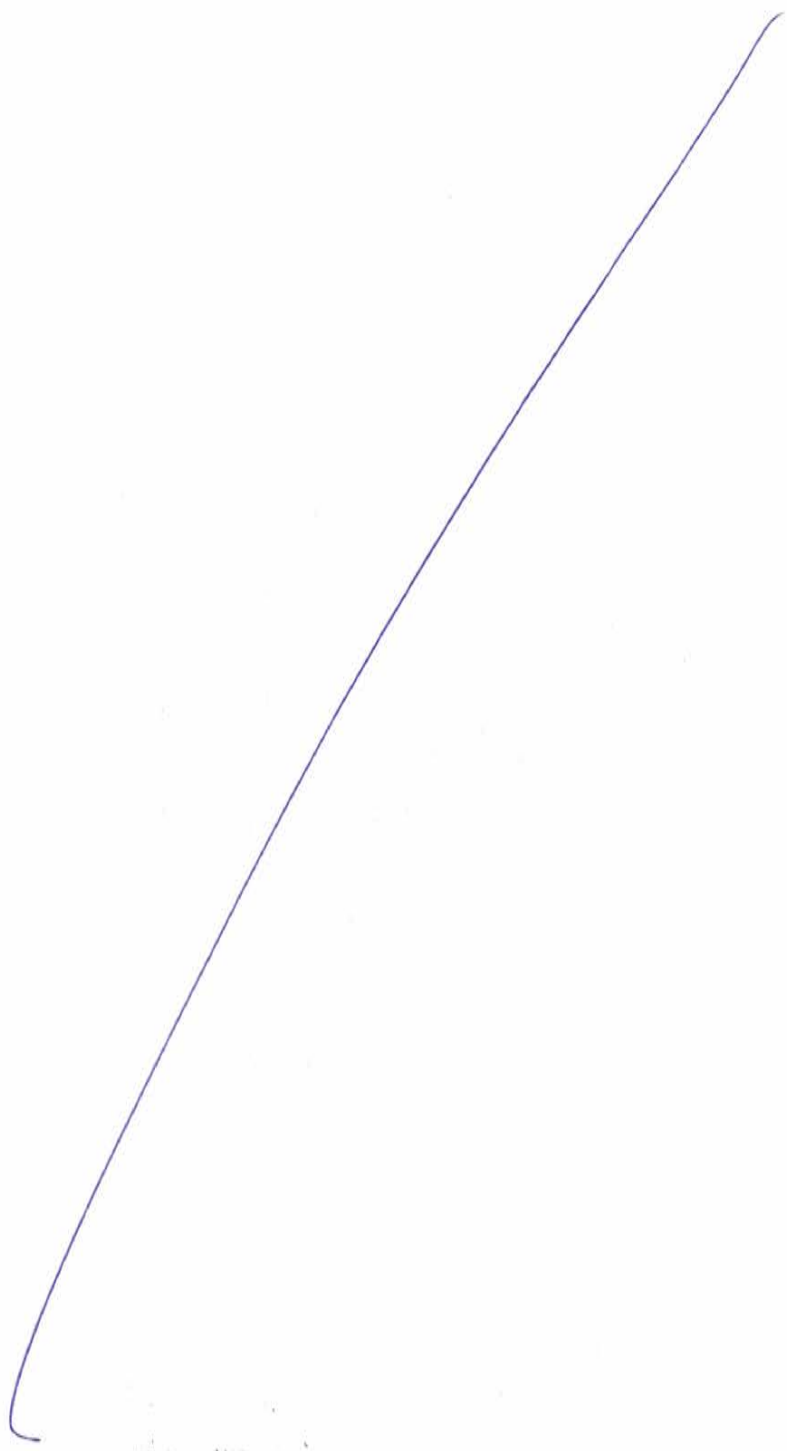
Meerprabhu
Company Secretary

FOR VSL INDIA PRIVATE LIMITED

[Signature]
Director

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XI. BUY-BACK OF SHARES

37. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

XII. GENERAL MEETING

38. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

39. (i) The Board of Directors may, whenever it deems fit, call an Extraordinary General Meeting, subject to the provision laid down in Section 100 of the Companies Act, 2013.

(ii) If at any time they are not within India, Directors capable of acting who are sufficient in number to form a quorum, any Director or any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board of Directors.

(iii) Any General Meeting may be called by giving to the members clear Twenty One days notice or a shorter notice, if consent thereto is given by members in accordance with the provisions laid down under section 101 and 102 of the Companies Act, 2013.

(iv) The Notice of general meeting may be given either in writing or through electronic mode.

XII. PROCEEDINGS AT GENERAL MEETING

40. (i) No business shall be transacted at any General Meeting unless quorum of members as specified under section 103 of the Companies Act, 2013 is present at the time when the meeting proceeds to transact business.

(ii) Minimum two members present in person shall be a quorum.

41. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.

42. If there is no such Chairman or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be the Chairman of the meeting.

43. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 (Fifteen) minutes after the time appointed for holding the

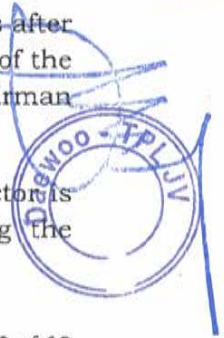
For VSL INDIA PRIVATE LIMITED

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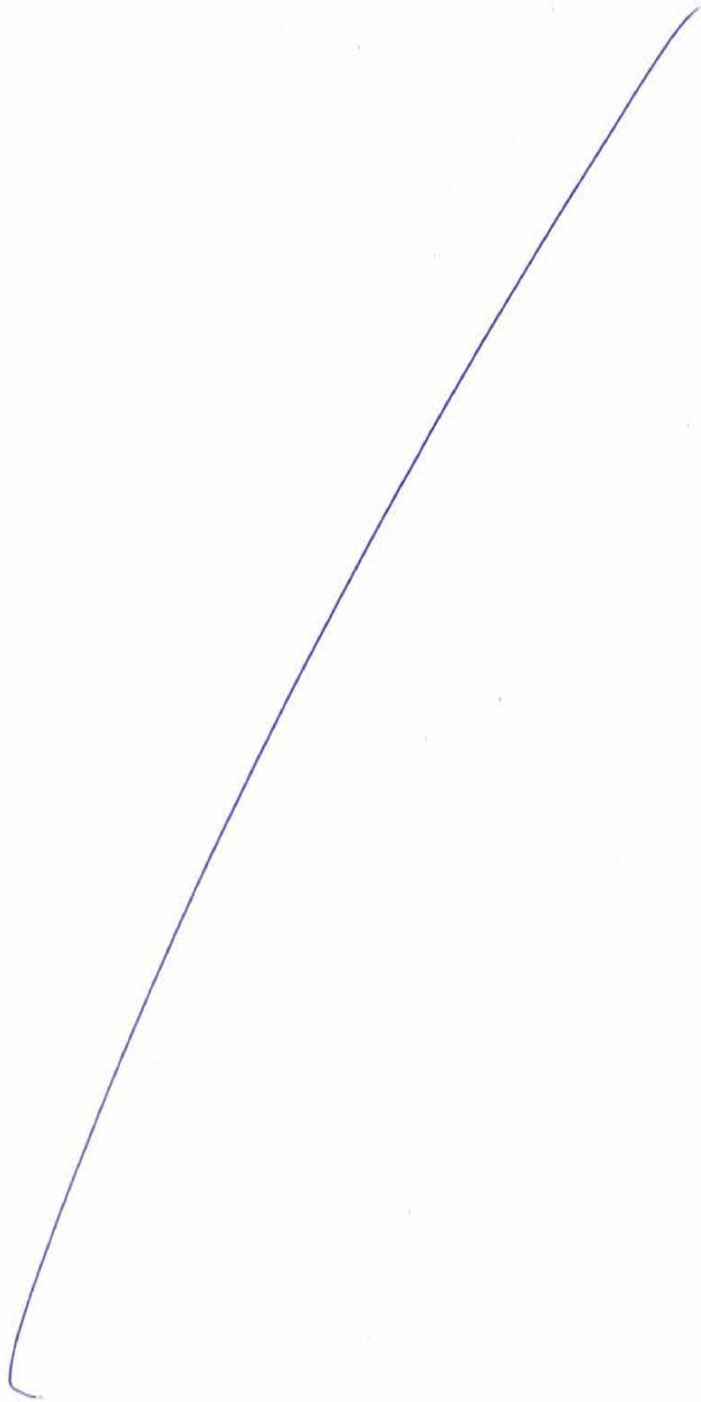
Company Secretary



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meeting, the members present shall choose one of their members to be Chairman of the meeting.

XIII. ADJOURNMENT OF MEETING

44. (i) The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meetings, from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at the adjourned meeting.

XIV. VOTING RIGHTS

45. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(a) on a show of hands, every member present in person shall have one vote;

and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

46. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

47. (i) In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

48. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

49. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.

50. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

For VSL INDIA PRIVATE LIMITED

 Company Secretary



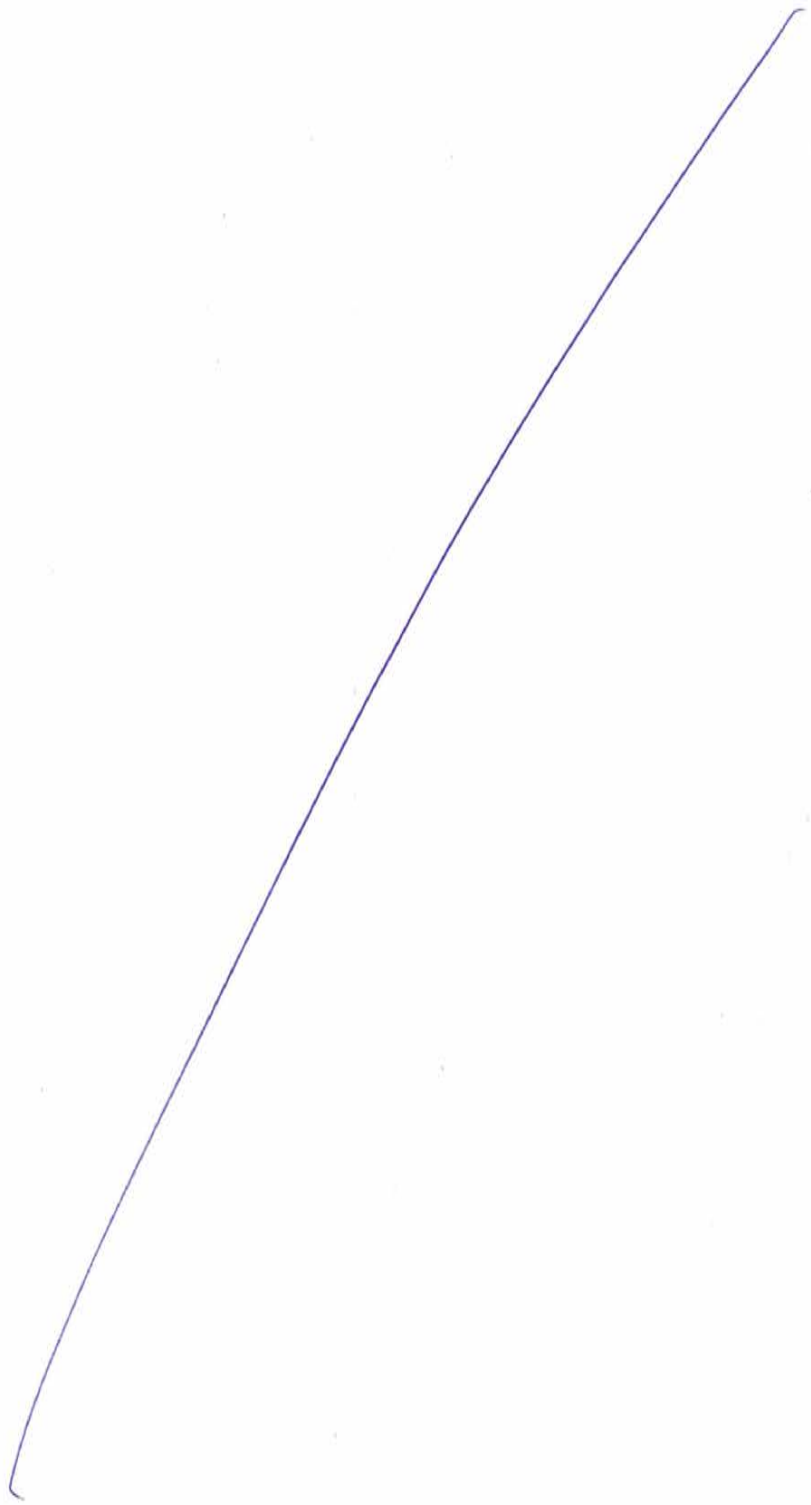
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 Director



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51. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

52. A Member being a Body Corporate (whether a company within the meaning of the said Act or not) may by resolution of its Board of Directors or Power of attorney or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company. A person authorised by resolution/POA as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the Body Corporate which he represents as that body could exercise if it were a member, creditor or holder of debentures of the Company.

XV. PROXY

53. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

54. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

XVI. DIRECTORS

55. The business of the Company shall be managed by the Directors who may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company as are not restricted by the Act or any statutory modification thereof for the time being in force or by these Articles required to be exercised by the Company in general meeting, subject nevertheless, to any regulations of these Articles, to the provisions of the Act, and to such regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting. Nothing shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

56. The number of Directors shall not be less than two and not more than fifteen.

57. No person shall be elected as Director (except as first Director or a Director appointed by Directors) unless seven days notice shall have been left at the Registered Office of the Company of the intention to propose him together with a notice in writing signed by himself signifying his willingness to be elected.

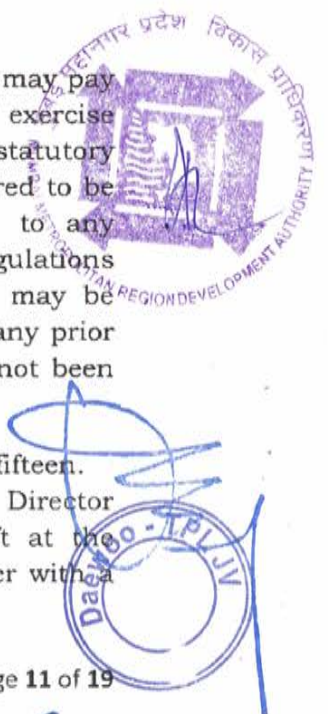
For VSL INDIA PRIVATE LIMITED

Manoj Kishor
Company Secretary

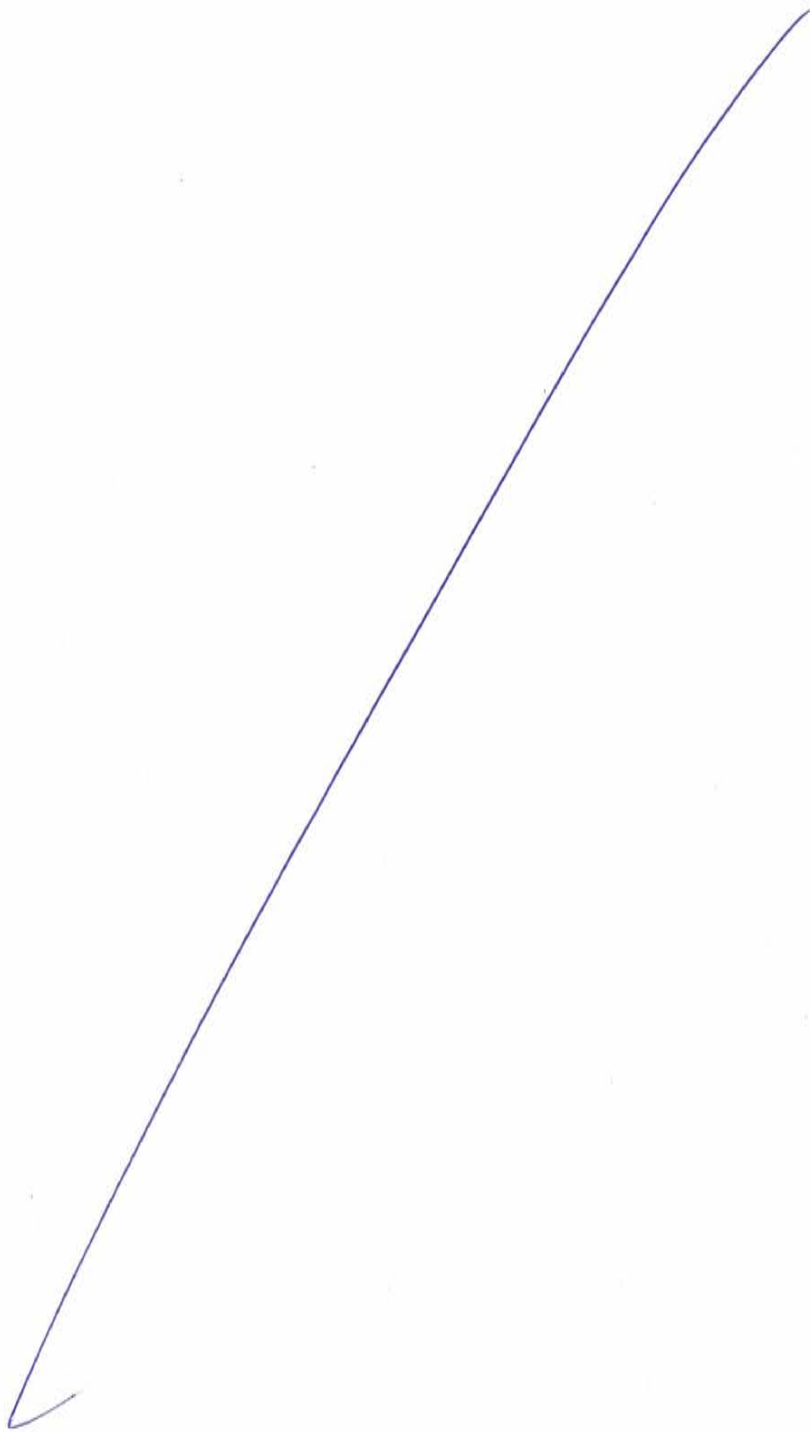


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58. The Directors need not hold any qualification shares in the Company.

59. (a) Subject to the provisions of the Companies Act, 2013 and the Rules framed there under, each Director shall receive out of the funds of the Company by way of sitting fees for his services a sum not exceeding the sum prescribed under the Act for every meeting of the Board of Directors or Committee thereof attended by him.

(b) The Directors may also be paid travelling and other expenses for attending and returning from meetings of the Board of Directors (including hotel expenses) and any other expenses properly incurred by them in connection with the business of the Company.

(c) The Directors may be remunerated for any extra services done by them outside their ordinary duties as Directors subject to the provisions in the Companies the Act, 2013.

60. Subject to the provisions in the Companies Act, 2013, if any Director, being willing shall be called upon to perform extra services for the purposes of the Company, the Company shall remunerate such Directors by such fixed sum or percentage of profits or otherwise as may be determined by the Board of Directors and such remuneration may be either in addition to or in substitution for his remuneration provided above.

61. Subject to the provisions of Companies Act, 2013 the remuneration of Directors may be a fixed or a particular sum or a percentage of the net profits or otherwise. The said sum shall be fixed by the Board of Directors, from time to time but only proposed by the Board of Directors and ratified by a ordinary resolution of the share holders if all the directors are interested in such extra services

62. Subject to the compliance of the provisions of disclosure of interest as provided under the Companies Act,2013, no Directors shall be disqualified by his office from contracting with the Company, nor shall any such contract entered into by or on behalf of the Company in which any Director shall be in any way interested nor shall any Director contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his/her interest must be disclosed by him/her at the meeting of the Directors at which the contract is determined if his/her interest then exists or in any other case, at the first meeting of the Directors after he/she acquires such interest.

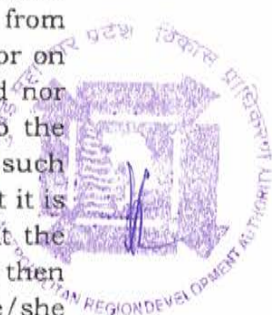
63. The Directors may appoint any person to be an alternate Director to act for a Director (hereinafter in this Articles called the original Director) during his absence for a period not less than three months from the State in which meetings of the Directors are ordinary held, but such alternate Director shall, ipso facto vacate office if and when the original Director returns to the State in which the meetings of the Directors are ordinarily held, subject to Section 161 of the Companies Act 2013.

For VSL INDIA PRIVATE LIMITED

Manoj Kumar
Company Secretary

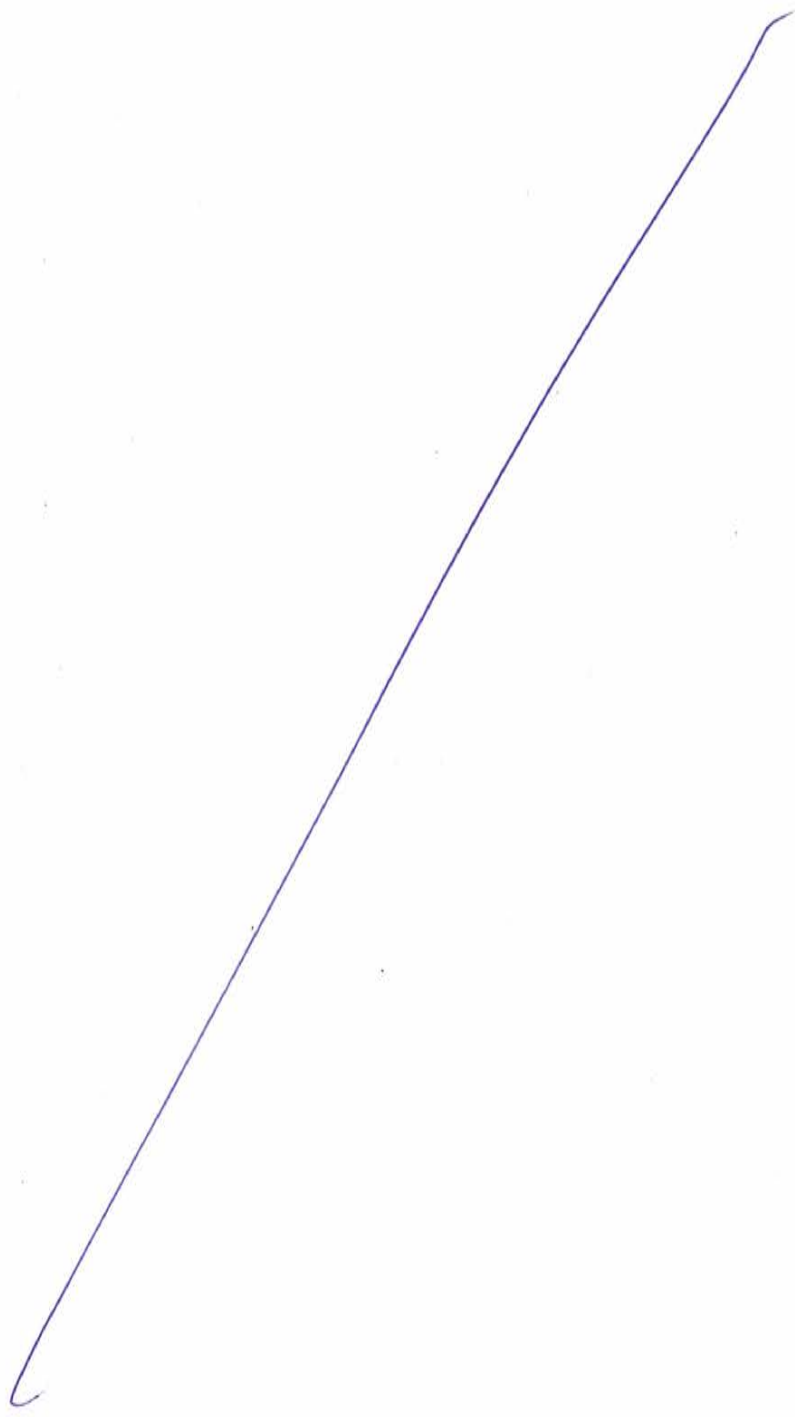


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Director



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- 64.** The Directors shall not be liable to retire from the office by rotation.
- 65.** The Board of Directors may, from time to time, by ordinary resolution increase or reduce the number of Directors within the limits specified in Article 56.
- 66.** Subject to Sections 161, 180 of the Companies Act, 2013 the Directors shall have the power, at any time and from time to time, to appoint any person as Additional Directors in addition to the existing Directors so that the total number of Directors shall not at any time exceed the number fixed for Directors in these Articles. Any Director so appointed, shall hold office only until the next following Annual General Meeting, but shall be eligible thereat for election as Director
- 67.** Subject to the provisions in Section 169 of the Companies Act, 2013 the Company may remove any Director including the Managing Director, if any, before the expiration of the period of his office, notwithstanding any thing contained in these regulations or in any agreement between the Company and such Director. Such removal shall be without prejudice to any contract of service between him and the Company.
- 68.** If a Director appointed by the Company in general meeting, vacates office as a Director before his term of office would expire in the normal course, the resulting casual vacancy may be filled up by the Board of Directors at a meeting of the Board of Directors but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if vacancy had not occurred, provided that the Board of Directors may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article No. 67.
- 69.** Section 167/168 of the Companies Act, 2013 shall apply, regarding vacation of office by Director. A Director shall also be entitled to resign from the office of Directors from such date as he may specify while so resigning.

XVII. MANAGING DIRECTOR OR WHOLE TIME DIRECTOR

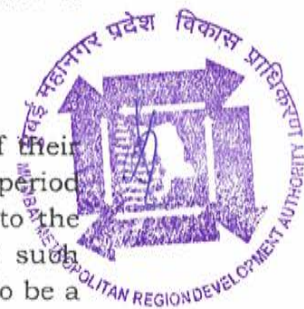
- 70.** The Board of Directors may, from time to time, appoint one or more of their body to the office of the Managing Director or whole time Director for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment will be automatically terminated if he ceases to be a Director.
- 71.** A Managing or whole time Director may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in other) as the Board of Directors may determine.
- 72.** The Board of Directors, subject to Section 180 of the Companies Act, 2013, may entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of

For VSL INDIA PRIVATE LIMITED

M. S. S. S.
Company Secretary

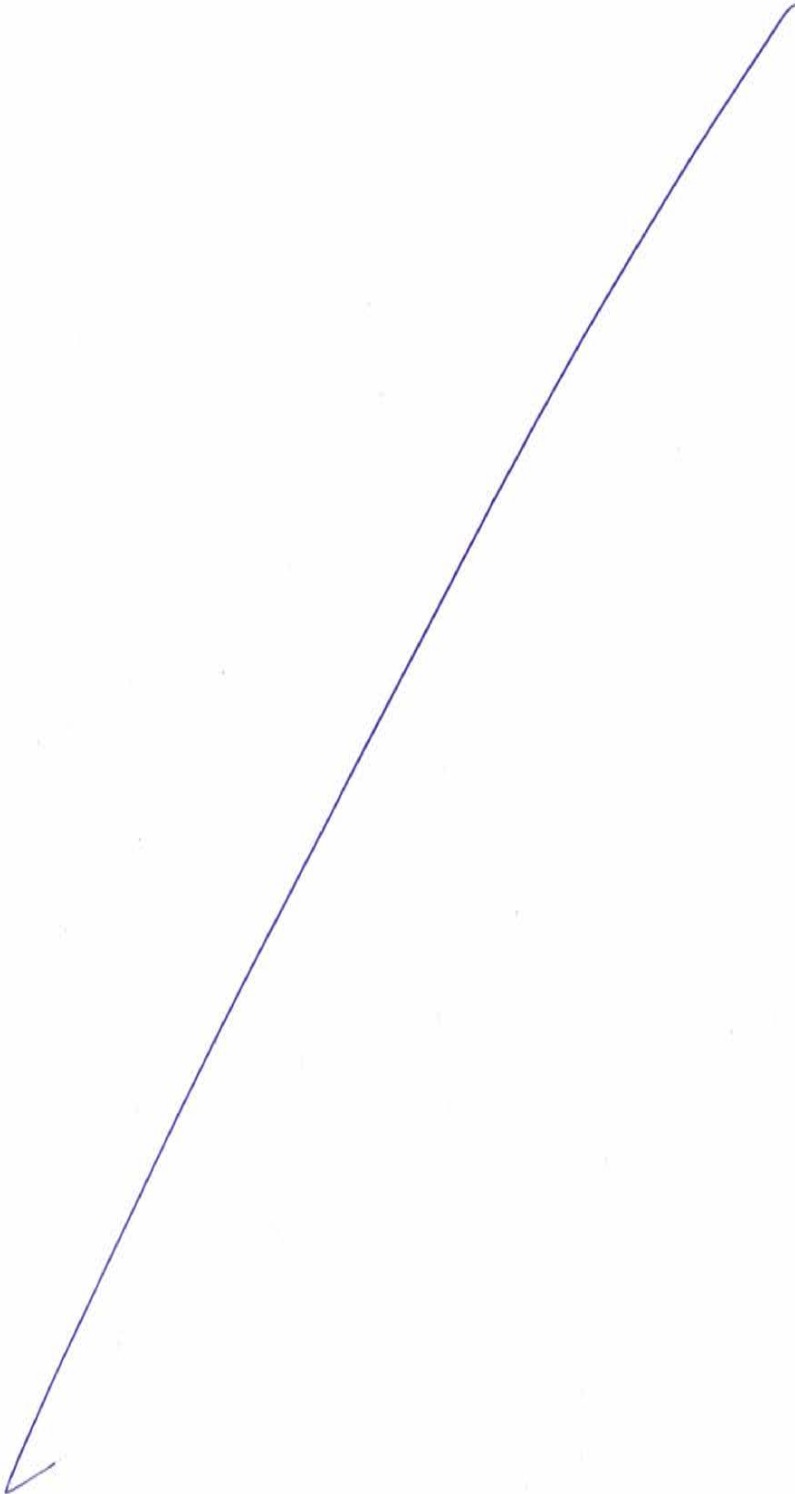


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their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

XVIII. PROCEEDINGS OF THE BOARD

73. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

74. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

75. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

76. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of the meeting.

77. All acts done by any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

78. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be as valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

XIX. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

79. Subject to the provisions of the Act,—

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon

For VSL INDIA PRIVATE LIMITED

 Company Secretary

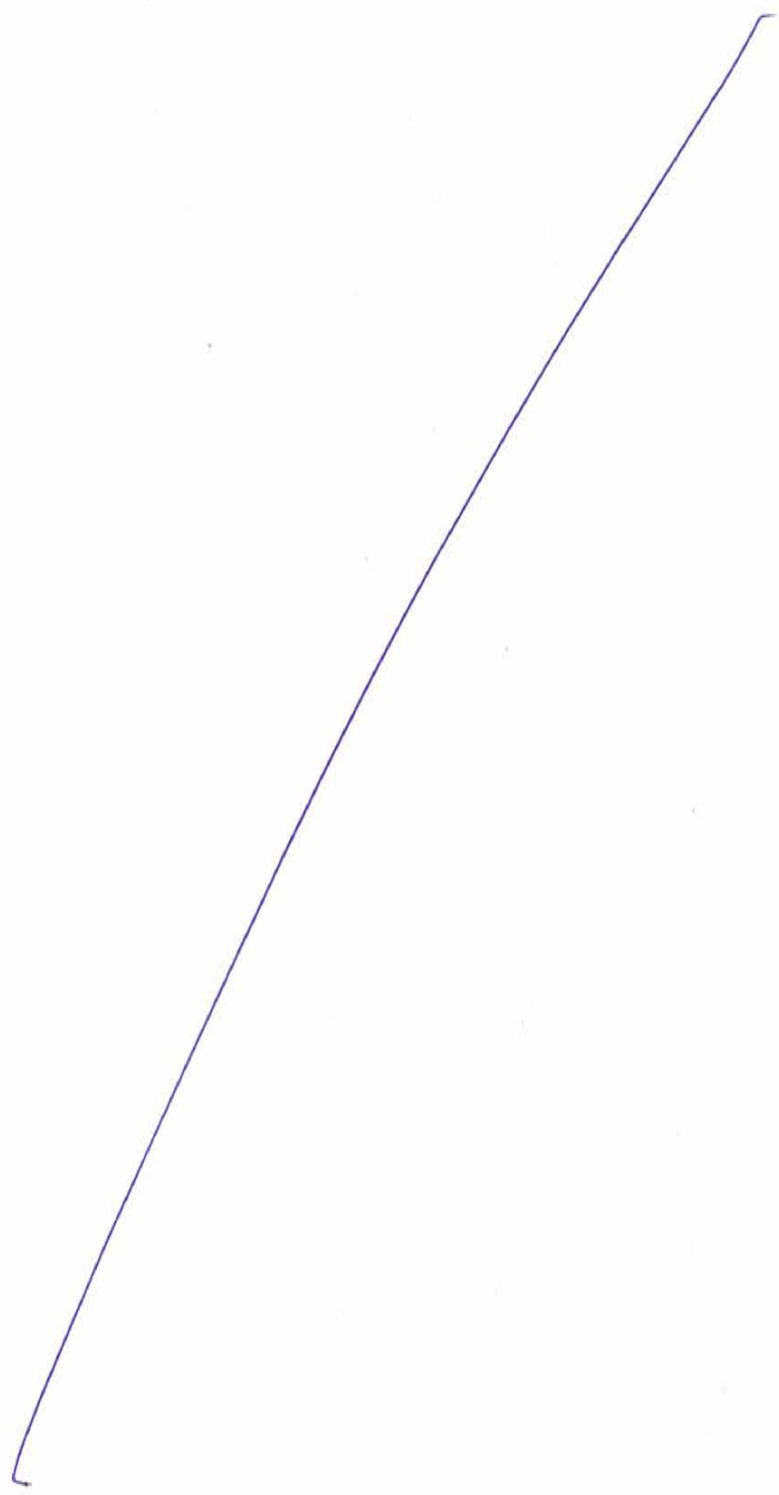
For VSL INDIA PRIVATE LIMITED

 Director



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such conditions as it thinks fit; and any chief executive officer, manager, company secretary or chief financial officer or managing director so appointed may be removed by means of a resolution of the Board.

(ii) A director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.

80. A provision of the Act or these regulations requiring or authorising a thing to be done by and/or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

XX. POWERS OF THE DIRECTORS

81. Subject to Section 180 of the Act, the Directors shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.

82. The Directors shall have powers for the engagement and dismissal of managers, engineers, clerks, workers and assistants and shall have power of general direction, management and superintendence of the business of the Company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company, and to make and sign all such contracts and to draw and accept on behalf of the Company all such bills of exchanges, hundies, cheques, drafts and other Government papers and instruments that shall be necessary, proper or expedient, for the authority and direction of the Company except only such of them as by the Act or by these presents are expressly directed to be exercised by share holders in the general meeting or delegate to the managing director/chief executive officer .

XXI. DIVIDENDS AND RESERVE

83. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

84. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

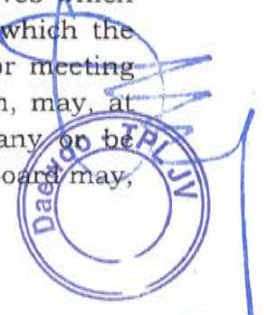
85. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.

For VSL INDIA PRIVATE LIMITED

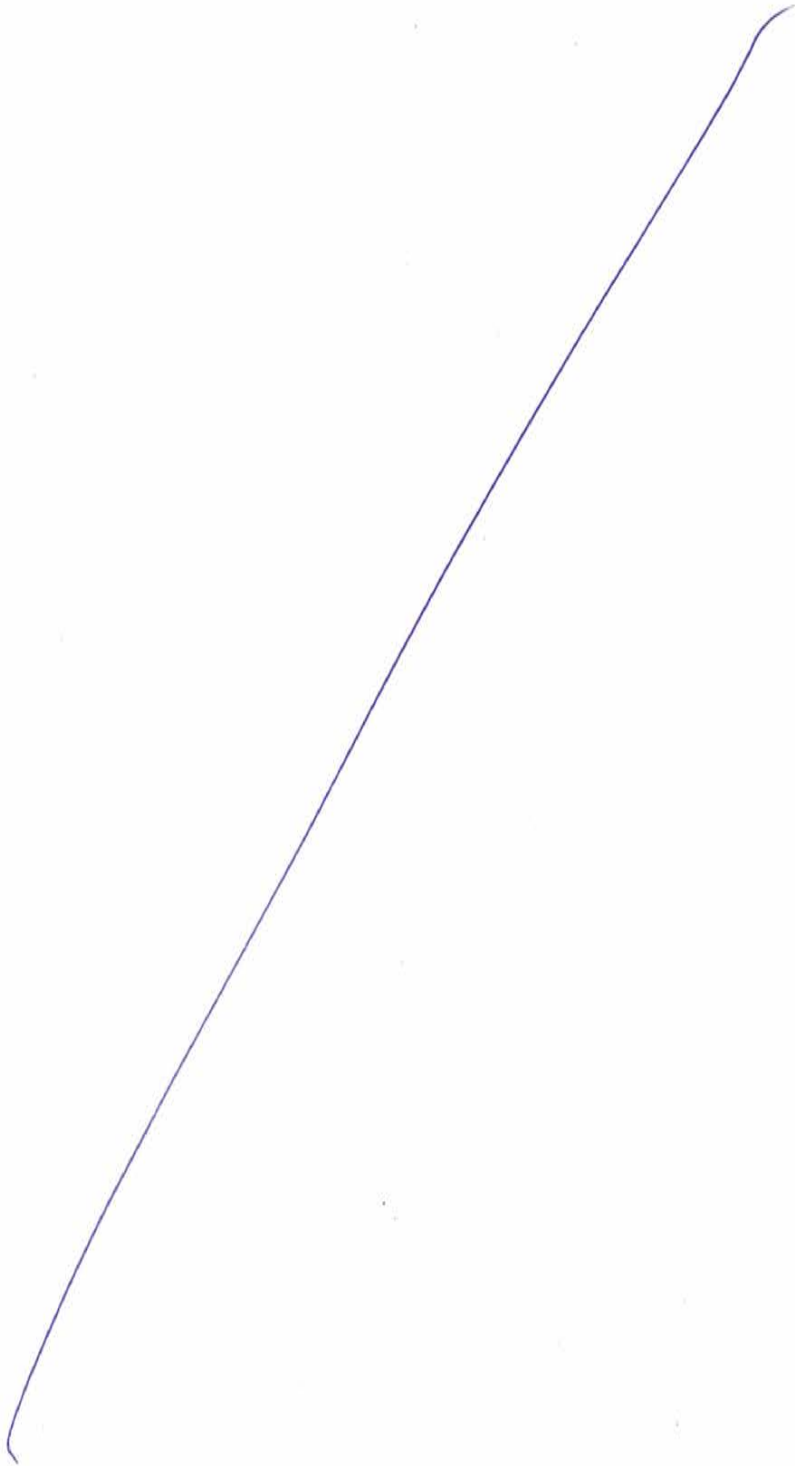
Maheshwari
Company Secretary

Page 15 of 19
For VSL INDIA PRIVATE LIMITED

[Signature]
Director



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(ii) The Board may also carry forward any profits which it may consider necessary notto divide, without setting them aside as a reserve.

86. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

87. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

88. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or swift.

(ii) Every such cheque or swift shall be made payable to the order of the member to whom it is sent.

89. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

90. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

91. No dividend shall bear interest against the company.

XXII. BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

92. Balance Sheet and Profit and Loss Account of the Company will be audited once in a year by a qualified auditor for certification of correctness as per provisions of the Companies Act, 2013.

XXIII. AUDIT

93. The first auditors of the Company shall be appointed by the Board of Directors within one month after its incorporation who shall hold office till the conclusion of the first annual general meeting.

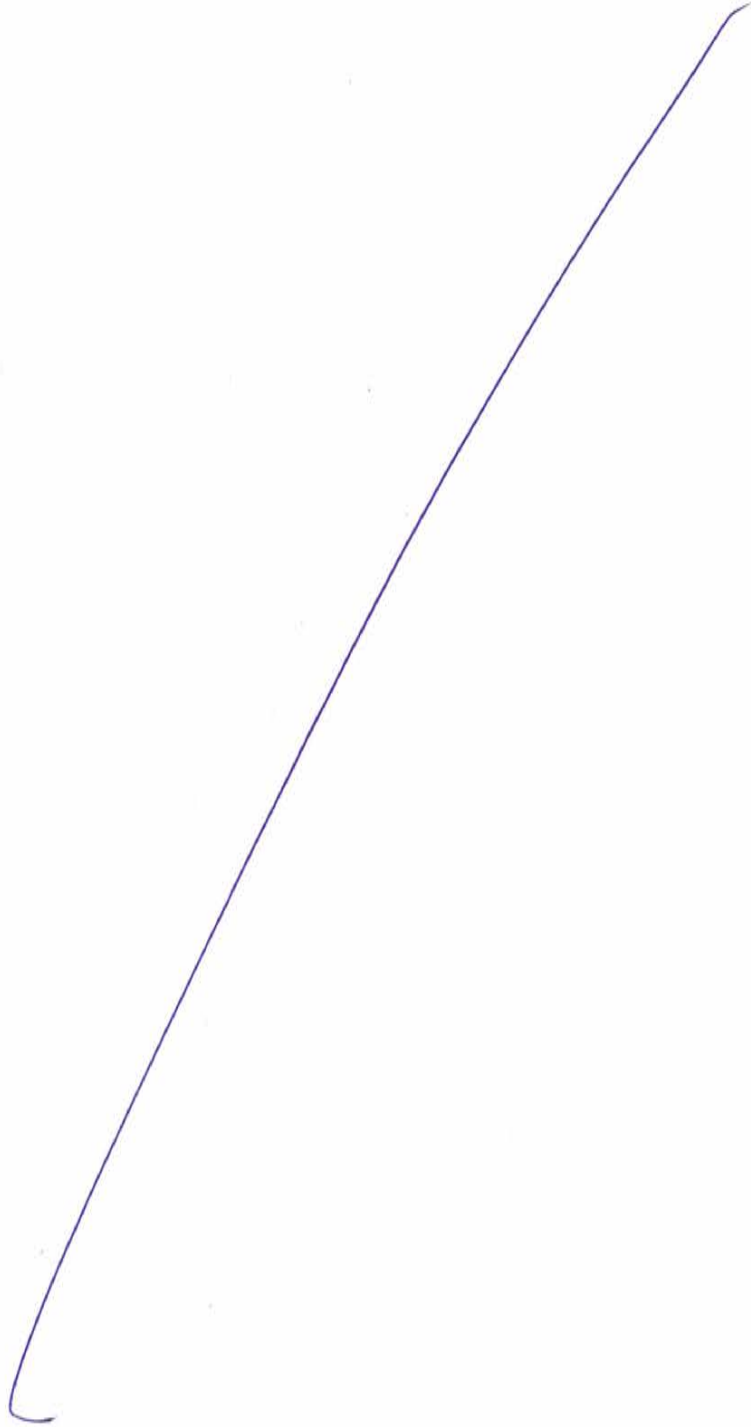
94. The directors may fill up any casual vacancy in the office of the auditors.



For VSL INDIA PRIVATE LIMITED
Murkiseho
 Company Secretary

For VSL INDIA PRIVATE LIMITED
 Page 16 of 19
[Signature]
 Director

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95. The remuneration of the auditors shall be fixed by the Company in Annual general meeting except that remuneration of the first or any auditors appointed by the directors may be fixed by the Board of Directors.

XXIV. INSPECTION OF ACCOUNTS

96. (i) The Board of Directors shall cause proper books of account to be maintained under Section 206 of the Companies Act, 2013.

(ii) Subject to the provisions of Section 206 of the Companies Act, 2013, the Board of Directors shall also, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations account books of the Company or any of them, shall be open to the inspection of members not being Directors.

(iii) Subject to the provisions of Section 206 of the Companies Act, 2013, no member (not being the Director) or other person shall have any right of inspecting any account book or document of the Company except as conferred by law or authorised by the Board of Directors or by the Company in general meetings.

XXV. SECRECY

97. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the country and except so far as may be necessary in order to comply with any of the provisions in these presents and the provisions of the Companies Act, 2013

XXVI. BORROWING POWERS

98. Subject to the provisions of Section 180 of the Companies Act, 2013 and Regulations made thereunder and directions issued by R.B.I, the Directors shall have the power, from time to time and at their discretion, to borrow, raise or secure the payment of any sum of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

For VSL INDIA PRIVATE LIMITED

Mehyisho
Company Secretary



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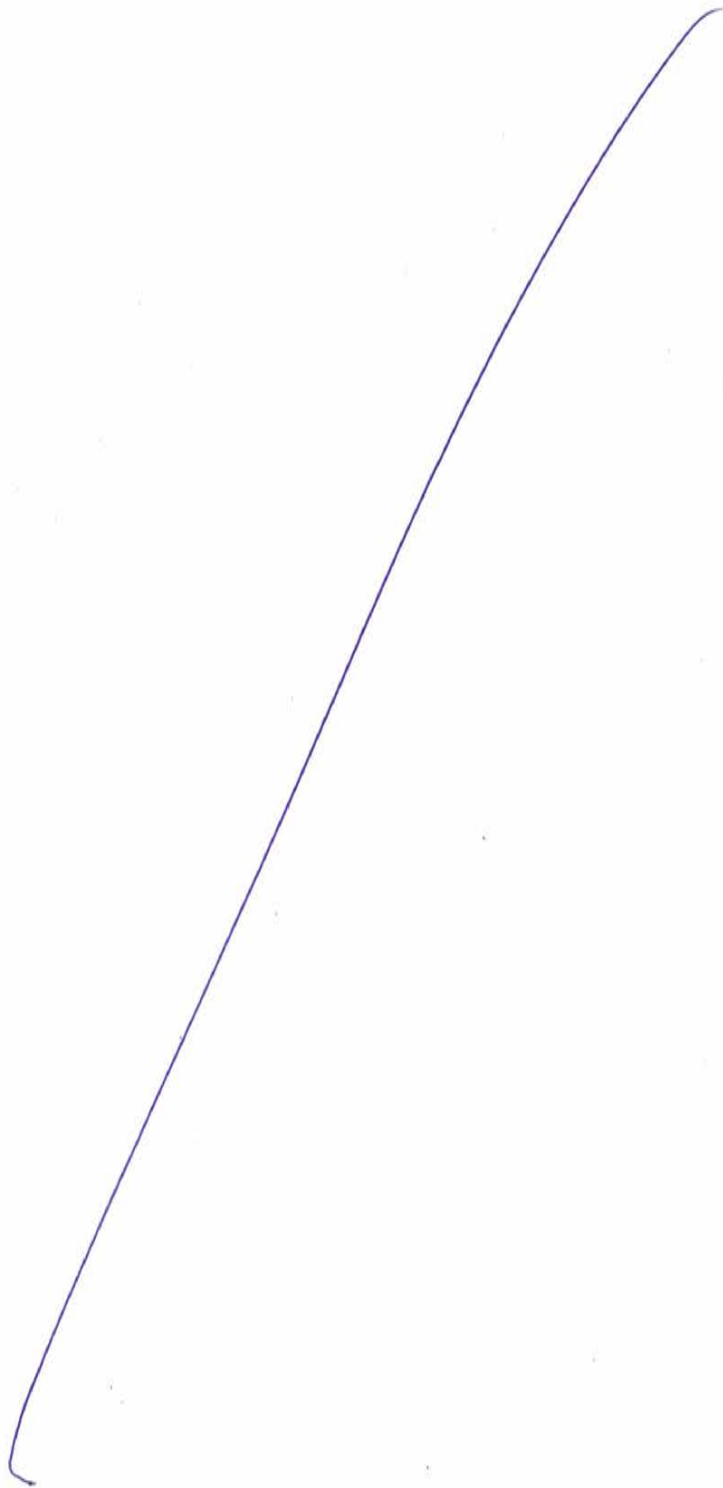
For VSL INDIA PRIVATE LIMITED

[Signature]
Director



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XXVII. OPERATION OF BANK ACCOUNTS

99. The Board of Directors shall have the power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking accounts of the company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorise any other person or persons to exercise such powers.

XXVIII. THE SEAL

100. (i) The Board of Directors shall provide for the safe custody of the seal of the Company.

(ii) The seal shall not be affixed to any instrument except by the authority of resolution of the Board of Directors and except in the presence of at least one director and that one director shall sign every instrument to which the seal of the Company is so affixed in his presence.

XXIX. WINDING UP

101. (i) If the company shall be wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or in kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fit upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members.

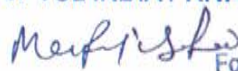
(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator shall think fit but so that no member shall be compelled to accept any shares or such other securities whereon there is any liability

XXX. INDEMNITY

102. Subject to the provisions of Section 206 of the Companies Act, 2013 the Chairman, Directors, Auditors, Managing Directors and other officer for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs and executors, shall be indemnified out of the assets and funds of the Company from or against all bonafide suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their willful neglect or default. Any such officer or trustee shall not be answerable for acts, omissions, neglects or defaults of any other officer or trustee

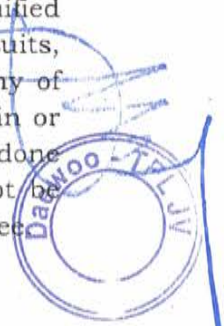
For VSL INDIA PRIVATE LIMITED

Page 18 of 19



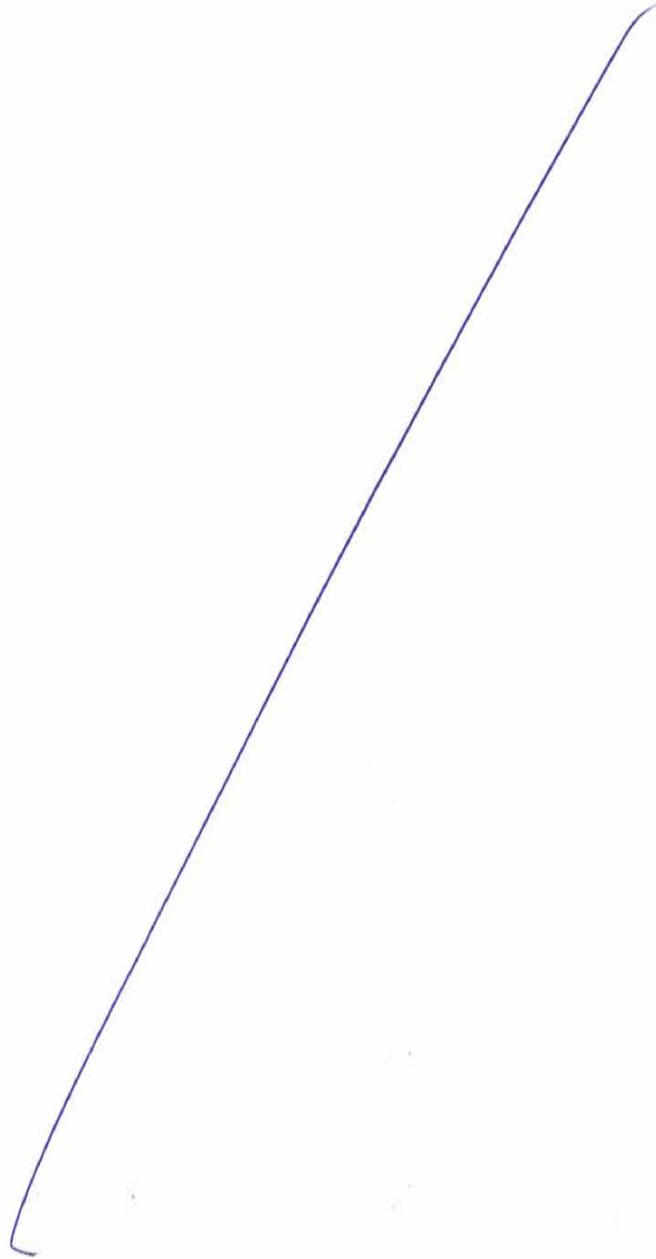
For VSL INDIA PRIVATE LIMITED



Director


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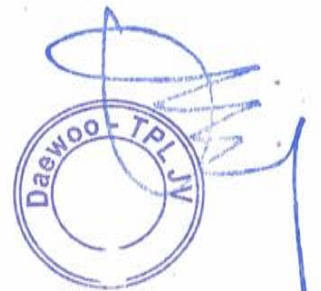
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Sl. No.	Signature, Name, Address, Description and Occupation of Subscribers	Signature, name, address, description and occupation of Witness
1.	<p style="text-align: center;">Sd/- S.S. MANI S S.mani B.Com, F.e.A., Director Taxation, Fraser & Ross, Chartered Accountants, 4A, Kences Towers, North Usman Road, Chennai 600 017. S/o P.V. Sankaranarayana Ayyar Professional CHARTERED ACCOUNTANT</p>	<p style="text-align: center;">Sd/- N. VELA YUTHAN N. Velayuthan, 1st Floor, R.A. Building Annexe, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai 600008. S/o V. Nagappan COMPANY EXECUTIVE</p>
2.	<p style="text-align: center;">Sd/- RAJAMANI MUTHUGANESAN Rajamaru Muthuganesan, 1st Floor, R.A. Building Annexe, 1813, Rukmini Lakshmipathi Road, Egmore, Chennai 600 008. S/o Singaram Rajamani COMPANY EXECUTIVE</p>	

Date : 5th November, 1999

Place : Chennai



For VSL INDIA PRIVATE LIMITED

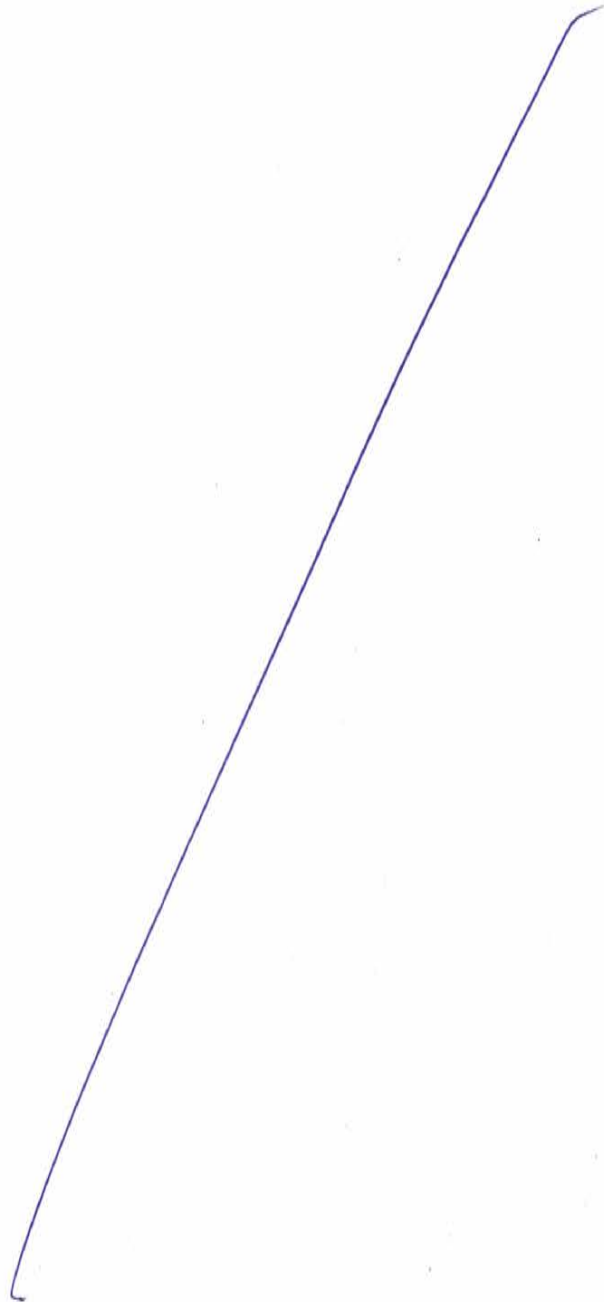
Manjiv
Company Secretary

For VSL INDIA PRIVATE LIMITED

[Signature]
Director

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VSL INDIA PRIVATE LIMITED

2nd Floor, West Wing,
No.21, North Phase,
Industrial Estate Guindy,
Chennai - 600 032
Phone : +91 (44) 4225 1111
Fax : +91 (44) 4225 1010
Email : vslindia@vslindia.com
Web : www.vsl.com
CIN No: U28920TN1999PTC043540

Date: July 7th, 2017

List of Directors
VSL India Private Limited

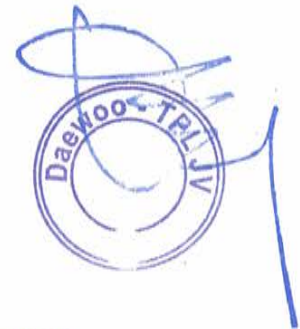
DIN	NAME	NATIONALITY	DESIGNATION	ADDRESS
03491598	Peter Anthony Hughes	British Citizen	Managing Director	35 Buristead Road, Great Shelford, Cambridge CB22 5EJ
03584022	Jean-Yves Pierre Mondon	French	Director	C ZAR No 0583.9925/6, Berne Switzerland
07209858	Jean Yves Raymond Huran	French	Director	B-402, B WING, ELDORA CHS, Hiranandani Garden, Powai, Mumbai 400076 MH IN
07588161	Kailash Babulal Basita	Indian	Managing Director	Unit 1207 Tower 5, The Crest Phoenix Market City, Plot No.-142, Velachery Main Road, Velachery, Chennai 600042

Thanking You ,

Yours Faithfully

For VSL India Private Limited

Manas Ranjan Sahoo
Manas Ranjan Sahoo
Company Secretary



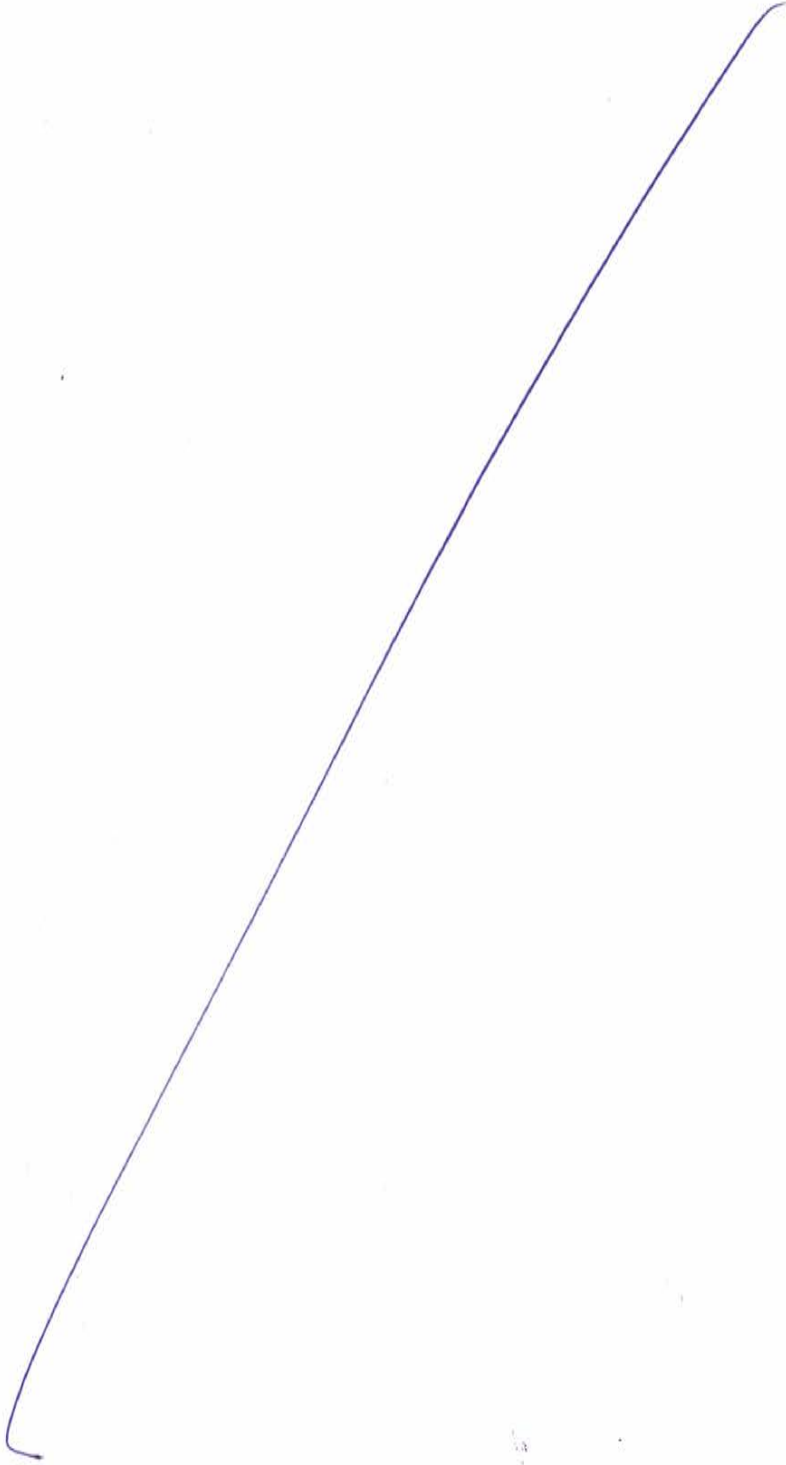
For VSL INDIA PRIVATE LIMITED

[Signature]
Director



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VSL INDIA PRIVATE LIMITED

2nd Floor, West Wing,
No.21, North Phase,
Industrial Estate Guindy,
Chennai - 600 032
Phone : +91 (44) 4225 1111
Fax : +91 (44) 4225 1010
Email : vslindia@vslindia.com
Web : www.vsl.com
CIN No: U28920TN1999PTC043540



Dear Sirs,

The share holding pattern of VSL India Private Limited as on 30th June, 2017 as follows:

Equity share breakup (percentage of total equity) as on 30 th June 2017		
S. No.	Category	Percentage
1	Government [Central and State]	0.00
2	Government companies	0.00
3	Public financial companies	0.00
4	Nationalised or other banks	0.00
5	Mutual funds	0.00
6	Venture capital	0.00
7	Foreign holdings (Foreign institutional investor(s), Foreign companie(s) Foreign financial institution(s), Non-resident indian(s) or Overseas corporate bodies or Others)	100.00
8	Bodies corporate (not mentioned above)	0.00
9	Directors or relatives of directors	0.00
10	Other top fifty (50) shareholders (other than listed above)	0.00
11	Others	0.00
12	Total	100.00
* Total number of shareholders		3
S. No	Name of the Shareholder	No of Shares
1	VSL International Ltd, Switzerland	6,24,99,998
2	Rajamani Muthuganesan jointly with VSL International Ltd	1
3	VSL Hong Kong Limited	1
Total No of Shares		6,25,00,000

Thanking You ,

Yours Faithfully

For VSL India Private Limited

Manas Ranjan Sahoo
Manas Ranjan Sahoo
Company Secretary



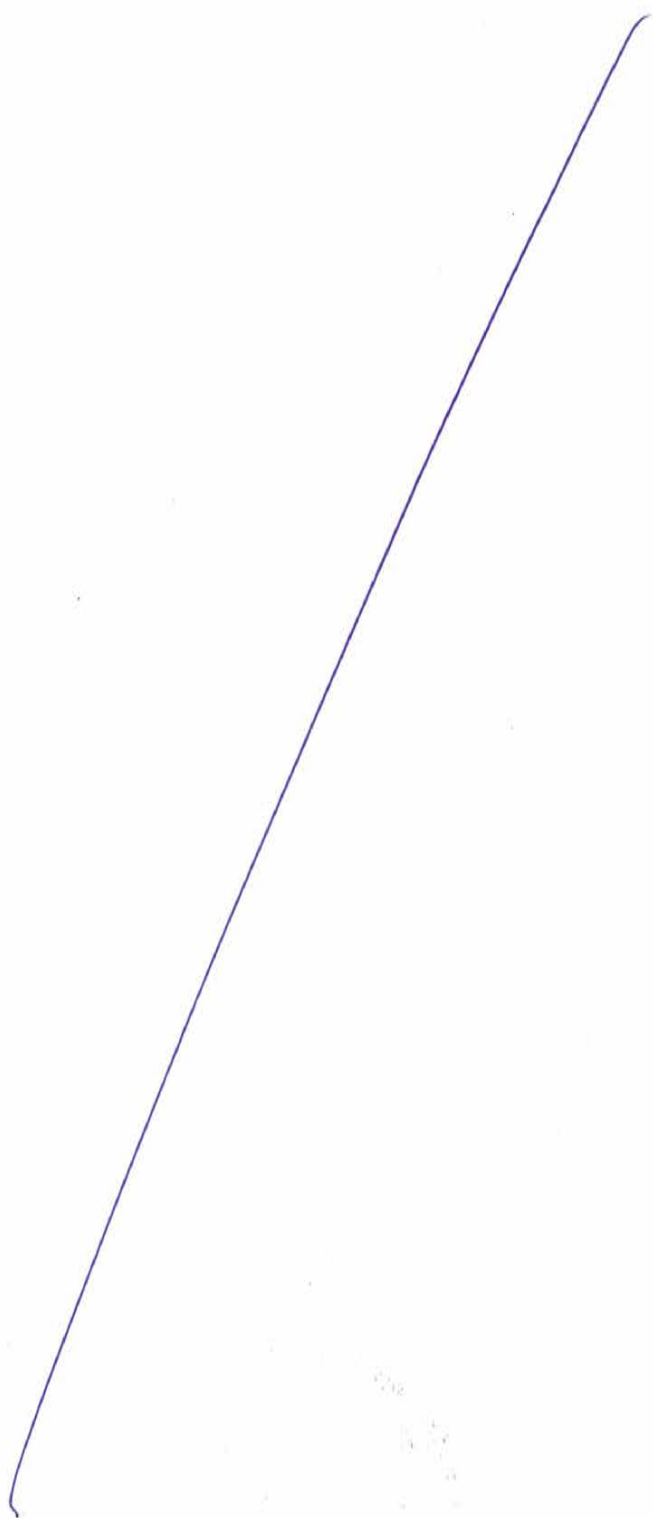
For VSL INDIA PRIVATE LIMITED

[Signature]
Director

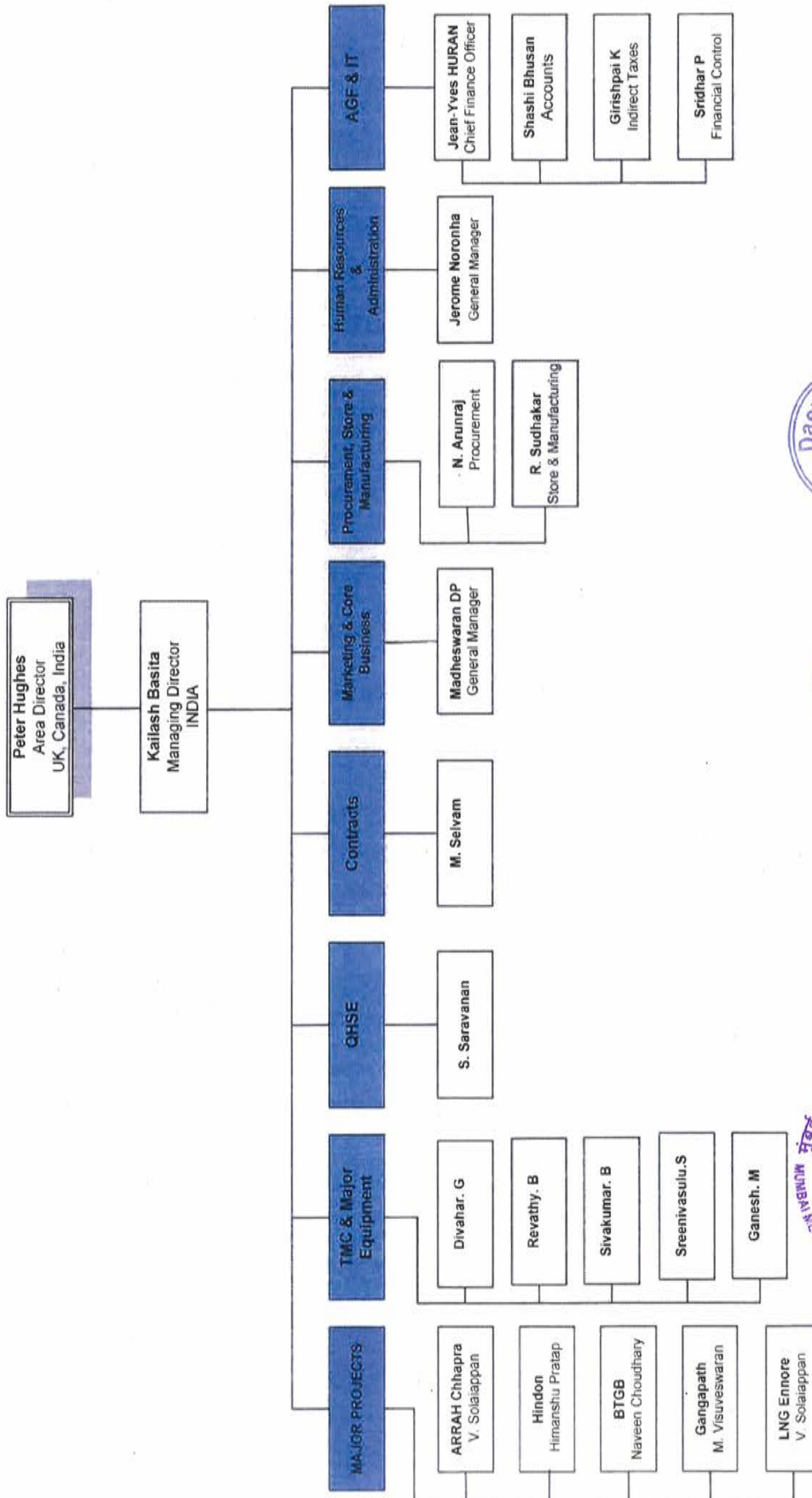


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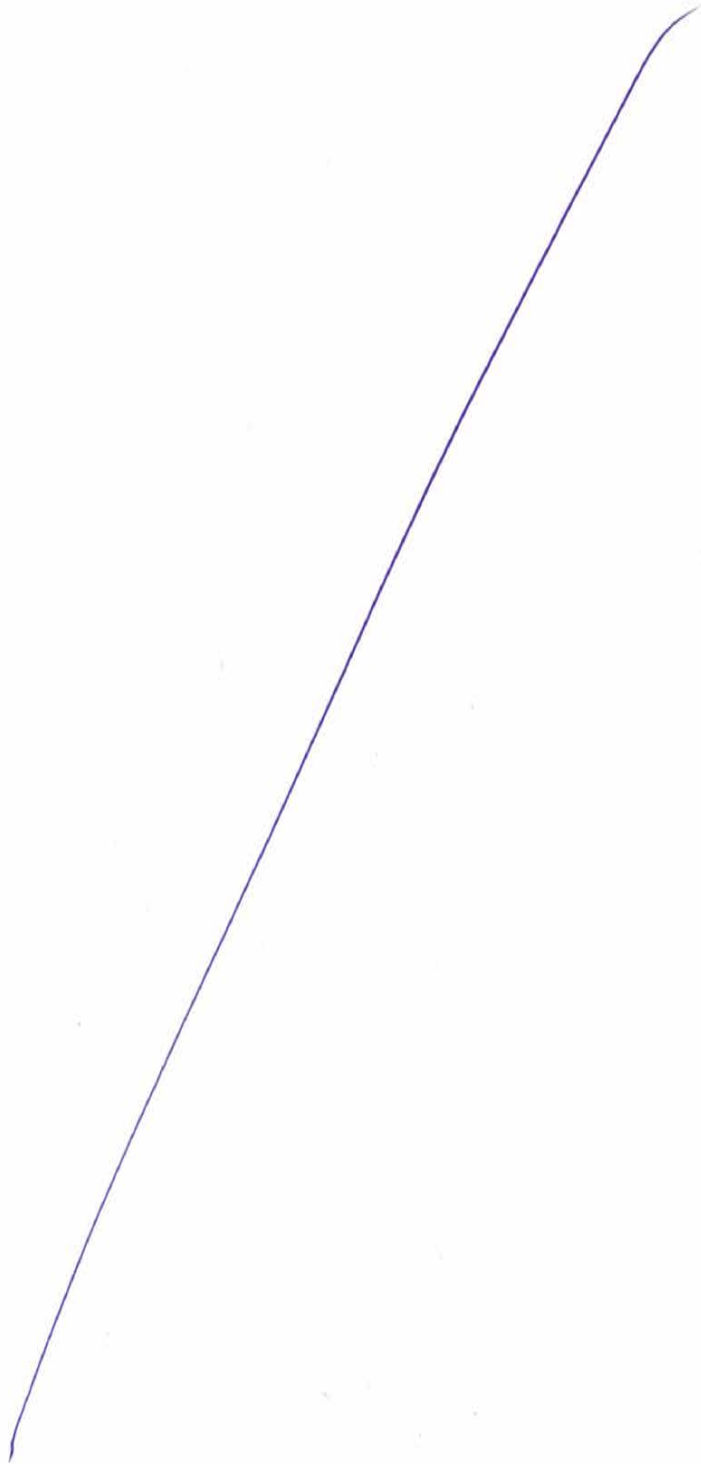
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For VSL INDIA PRIVATE LIMITED
Director

100-ORG-001 REV.7



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Post-tensioning Stress Bars
Stay Cables Bridge Bearings
Retained Earth Bridge Specialist
Heavy Lifting Structural Preservation



A member of 3596
Bouygues Construction

501

VSL India Pvt Ltd

2nd Floor, West Wing,
No.21, North Phase, Industrial Estate Guindy
Chennai – 600 032, Tamil Nadu

Tel. No. +91 44 4225 1111
Fax No. +91 44 4225 1010

Our Ref: VSLIN-OUT-L-700-0101

07th July 2017

Engineer-in-Chief / Chief Engineer
Engineering Division,
Mumbai Metropolitan Region Development Authority (MMRDA)
2nd Floor, New Office Building,
Plot No. R-05, R-06 & R-12, 'E' Block,
Bandra-Kurla Complex,
Bandra (E), Mumbai
Maharashtra, INDIA 400051
Phone: 91 22 2659 1239
Fax: 91 22 2659 4179
Email: chiefengineer1@mailmmrda.maharashtra.gov.in

Ref: 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)IFB No.-MMRDA/ENG1/000753.

Subject: Consent Letter

Dear Sir,

We understand that Daewoo Engineering & Construction Co. Ltd. & Tata Projects Ltd. are jointly bidding for the above mentioned tender. We hereby confirm our association for "PC cable/wire tensioning and grouting for PC bridge girders" and also undertake that we will meet delivery deadlines proposed by them in their Tender program on the basis of mutually agreed terms & condition.

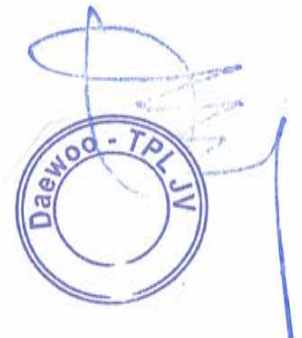
Thanking and assuring you the best services at all times we remain.

Yours faithfully,




Kailash Basita

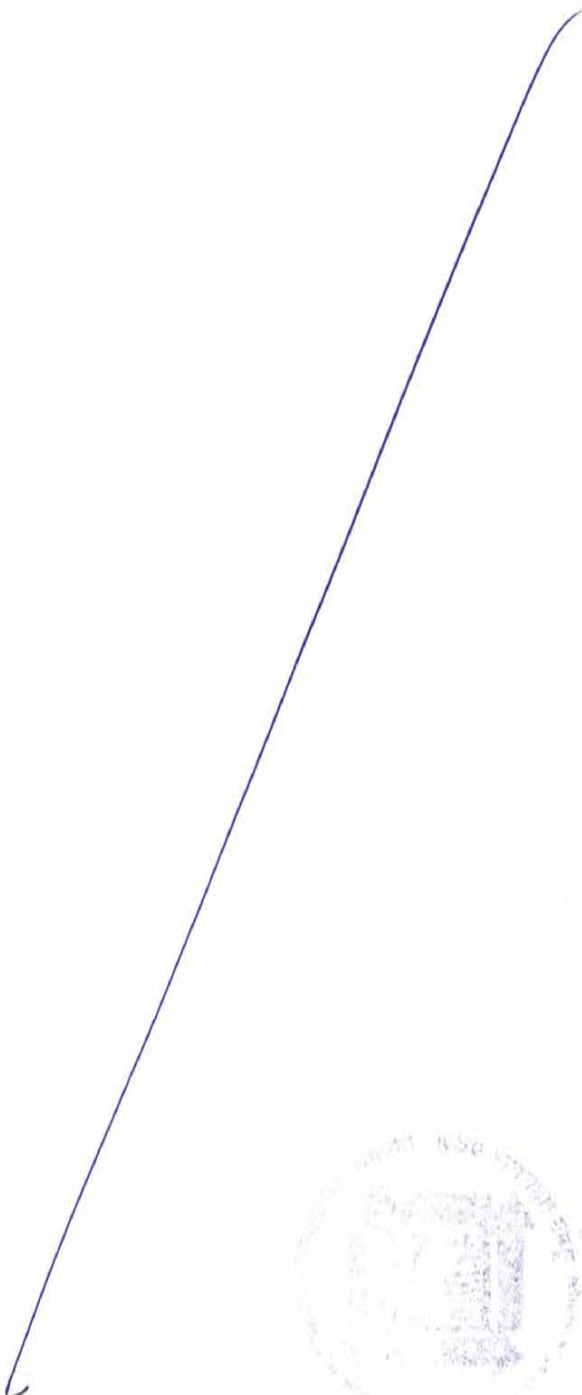
Managing Director



ISO 9001:2000 Certified
OHSAS 18001:2007 Certified
ISO 14001:2004 Certified

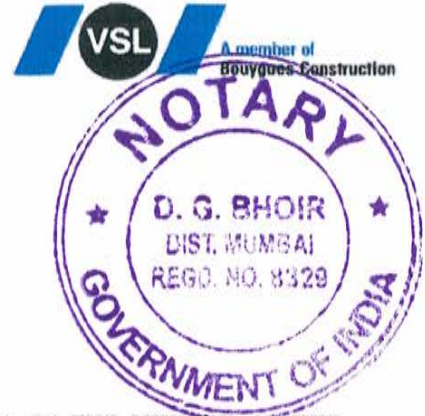
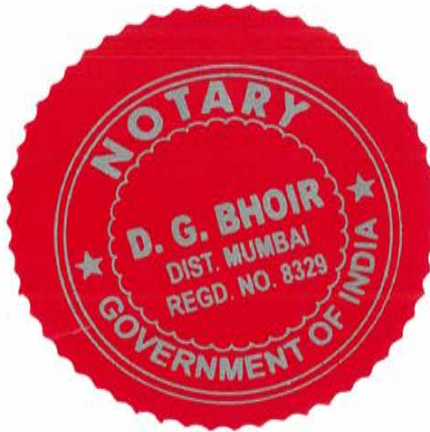
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VSL INDIA PRIVATE LIMITED

2nd Floor, West Wing,
No.21, North Phase,
Industrial Estate Guindy,
Chennai - 600 032
Phone : +91 (44) 4225 1111
Fax : +91 (44) 4225 1010
Email : vslindia@vslindia.com
Web : www.vsl.com
CIN No: U28920TN1999PTC043540



CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MINUTES OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S VSL INDIA PRIVATE LIMITED HELD ON WEDNESDAY, THE 14th DAY OF JUNE, 2017 AT THE REGISTERED OFFICE OF THE COMPANY AT 2ND FLOOR, WEST WING, NO.21, NORTH PHASE, INDUSTRIAL ESTATE GUINDY, CHENNAI 600 032 AT 04.00 P.M.

3. AUTHORIZATION TO MR. KAILASH BABUL BASITA, MANAGING DIRECTOR AND MR. JEAN YVES HURAN, DIRECTOR & CFO FOR SIGNING VARIOUS DOCUMENTS, AGREEMENTS, DEEDS ETC FROM TIME TO TIME ON BEHALF COMPANY.

The Chairman informed to the board there are some necessity in the Company to give authorization to Mr. Kailash Babul Basita, the Managing Director and Mr. Jean Yves Huran, Director & CFO for signing various Documents, Agreements, Deeds .etc from time to time. They can sign severally/jointly various documents, Agreements, Deeds .etc as per requirements by the Company. The following resolution has passed in this regard.

"RESOLVED THAT the company has decided to authorize Mr. Kailash Babul Basita, Managing Director and Mr. Jean Yves Huran, Director & CFO in addition to the existing authorized signatory (ies) and be and are hereby authorized to sign /execute and submit all the necessary papers, letter, agreements, documents, writings, submissions etc. to be submitted by the company in connection with the day-to-day business transactions, operations, correspondence etc. and The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof."

"RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by designated director/ Company Secretary of the company be furnished to Act and such other parties as may be required from time to time in connection with the above matter."



ATTESTED BY ME

//CERTIFIED TRUE COPY//

FOR VSL INDIA PRIVATE LIMITED,

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

Jean Yves Raymond Huran
Director
DIN: 0007209858

13 JUL 2017



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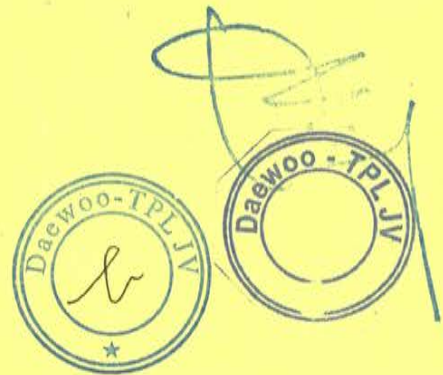




Mumbai Trans Harbour Link Project
Package II

TATA PROJECTS
Simplify.Create
3600

FORM EXP 4.2 (b): KEY ACTIVITY NO.4
(Pavement Work)



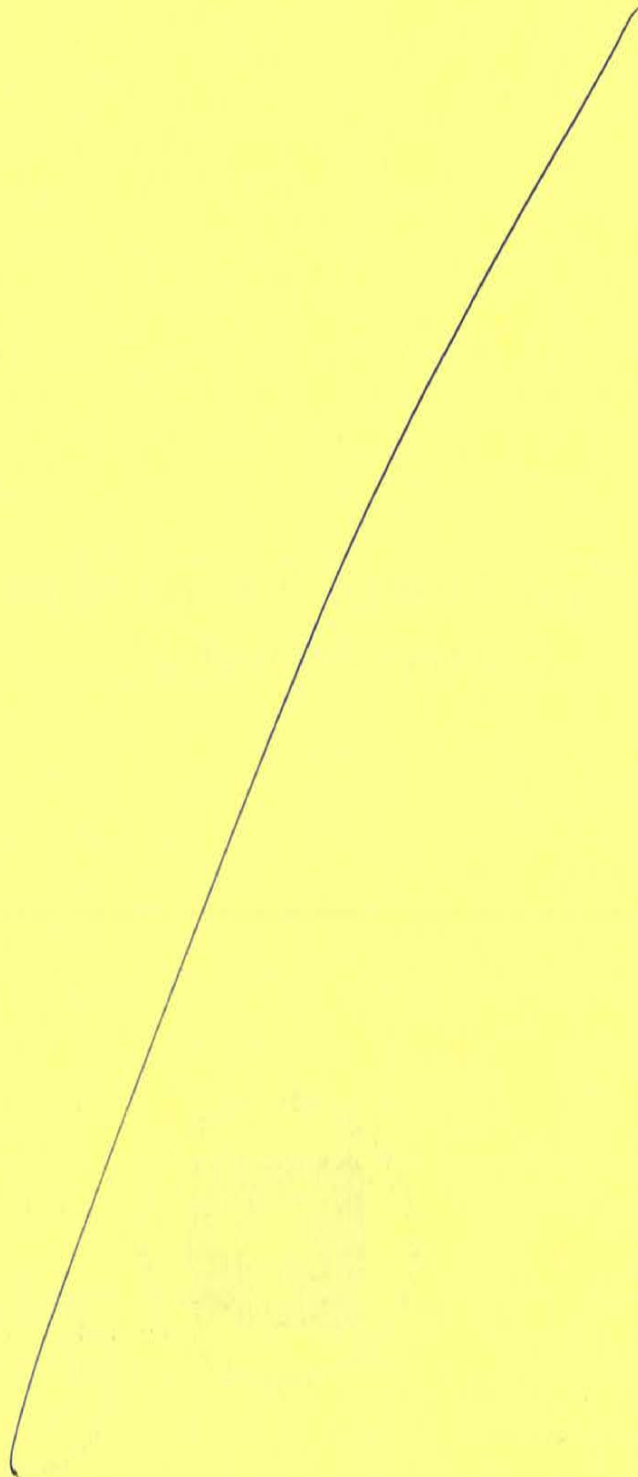
Mumbai Metropolitan
Region Development
Authority

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)

204

3601

3800





**Mumbai Trans Harbour Link Project
Package 2**

3602



Form EXP - 4.2(b)

Specific Construction Experience in Key Activities

Date: 11.07.2017

Applicant's Legal Name: Shah & Parikh
Applicant's Party Legal Name: Shah & Parikh
IFP No.: MMRDA/ENG1/000753
Page 1 / 1 pages

[Fill out one (1) form per project / contract.]

Specific Construction Experience in Key Activities Item No.-4 for Pavement Work

Successful completion of 36,000 m² or more of mastic asphalt pavements within any one year (365 days) period in the last 10 years.

Contract with Similar Key Activities				
Item	Information			
Contract Identification	Renovation of major junction by mastic Asphalt within Thane Corporation Limits.			
Award Date	19 th Dec 2013			
Completion Date	31 st March 2015			
Role in Contract [tick the appropriate box]	Prime Contractor		Prime Contractor	Prime Contractor
	Single entity 100%	Single entity 100%	Single entity 100%	Single entity 100%
Total Contract Amount	Rs. 18.90 Cr.		Rs. 18.90 Cr.	
Description of the Works undertaken for demonstration of the similarity of the key activity	Renovation of major junction by mastic Asphalt			
Employer's Name:	Thane Municipal Corporation			
Address:	The Municipal Corporation, Thane, Pachhadhi Thane - 400602.			
Telephone/Fax Number:	Phone No. 9967973435			
E-mail:	Sawantrp.72@gmail.com			



Attached is a true copy of the completion certificate or other similar document(s) for the contract / project issued by the client.

* Refer to ITA 13.2 for date and source of exchange rate.

For SHAH & PARIKH

[Signature]
Partner



**Mumbai Metropolitan
Region Development
Authority**

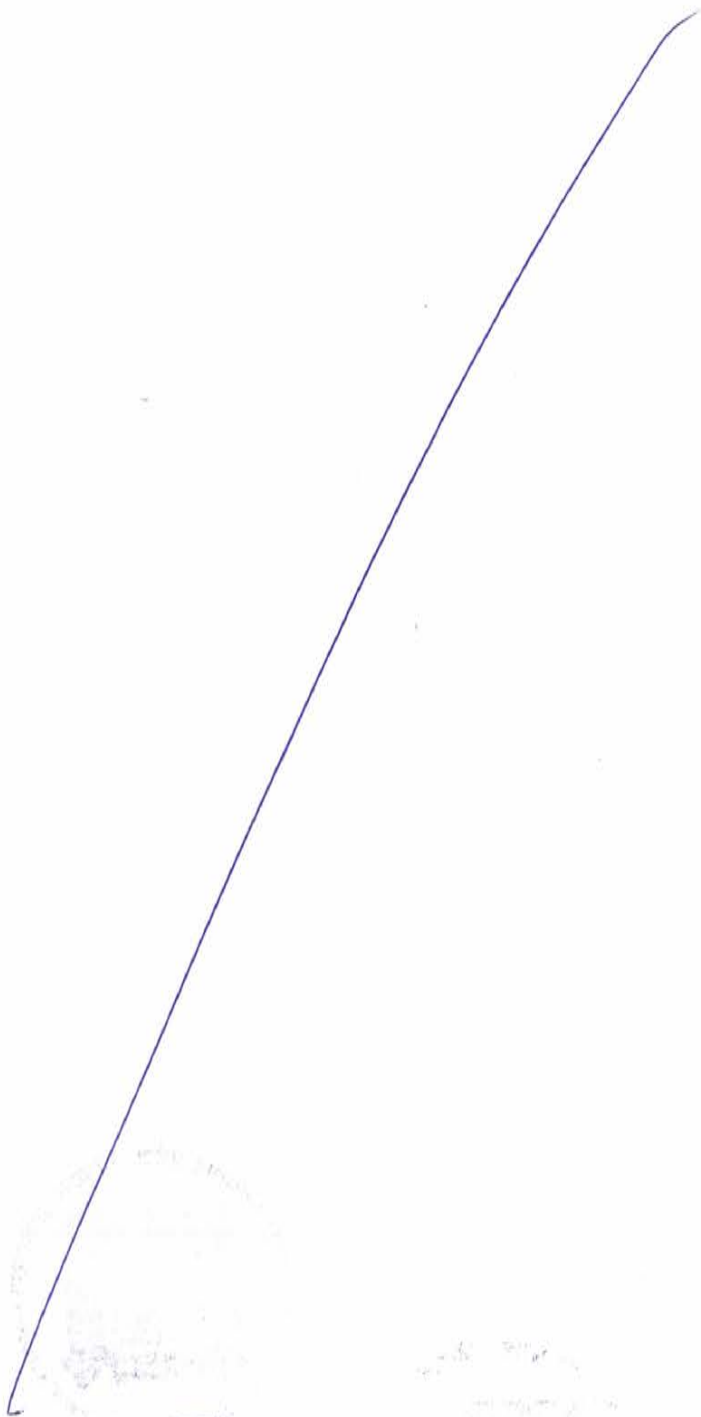
DOCUMENT TITLE

Specific Construction Experience

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ठाणे महानगरपालिका

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महानगरपालिका भवन, डॉ. अल्फ्रेड रोड, चंदनवाडी, पाचपाख्खाडी, ठाणे ४०० ६०२
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

संदर्भ क्र.: ठ.म.पा./सा.वां./उप.व.३८ - २३

दिनांक: २१/०८/२०१४

WORK CERTIFICATE

Name of work:- Renovation of major junctions by Mastic Asphalt within Thane corporation limits

Name of Contractor:- M/S Shah and Parikh

Tendered cost:- 17,84,85,000/-

Work order no:- TMC/CE/99 Dtd. 16/12/2013

Date of Commencement:- 19/12/2013

Time period:- 6 calendar months (Excluding Monsoon) upto 18/10/2014

Time Extension granted upto:- 31st March 2015

Cost of workdone upto 31st March 2014:- Rs.1,51,29,918/-

Workdone upto 5th R.A. bill including escalation :- Rs.18,90,12,220.54/-

Escalation:-Rs.1,41,86,907/-

Status of Work:- Work physically completed and final bill under preparation

Major quantities executed during 2013-14 and 2014-15 are as follows:-

Sr. no.	Particular of Activity	Year 2013-14		Year 2014-15	
		Unit	Quantity	Unit	Quantity
1	Excavation in soft rock	cum	0.000	cum	5034.940
2	P/L wet mix Macadam	cum	0.000	cum	1282.740
3	P/L Bituminous Macadam	cum	367.500	cum	4517.990
4	P/L Dence Bituminous Macadam	cum	245.000	cum	2124.030
5	P/L Bituminous Concrete	cum	47.400	cum	165.540
6	P/L M-20 concrete	cum	0.000	cum	1574.780
7	P/L Mastic Asphalt (40mm thick)	sqm	4900.000	sqm	48088.600

The above mentioned quantities have been satisfactorily completed by the contractor.
The Certificate is issued at the request of contractor.



[Signature]
Deputy City Engineer
(TMC)

TRUE COPY

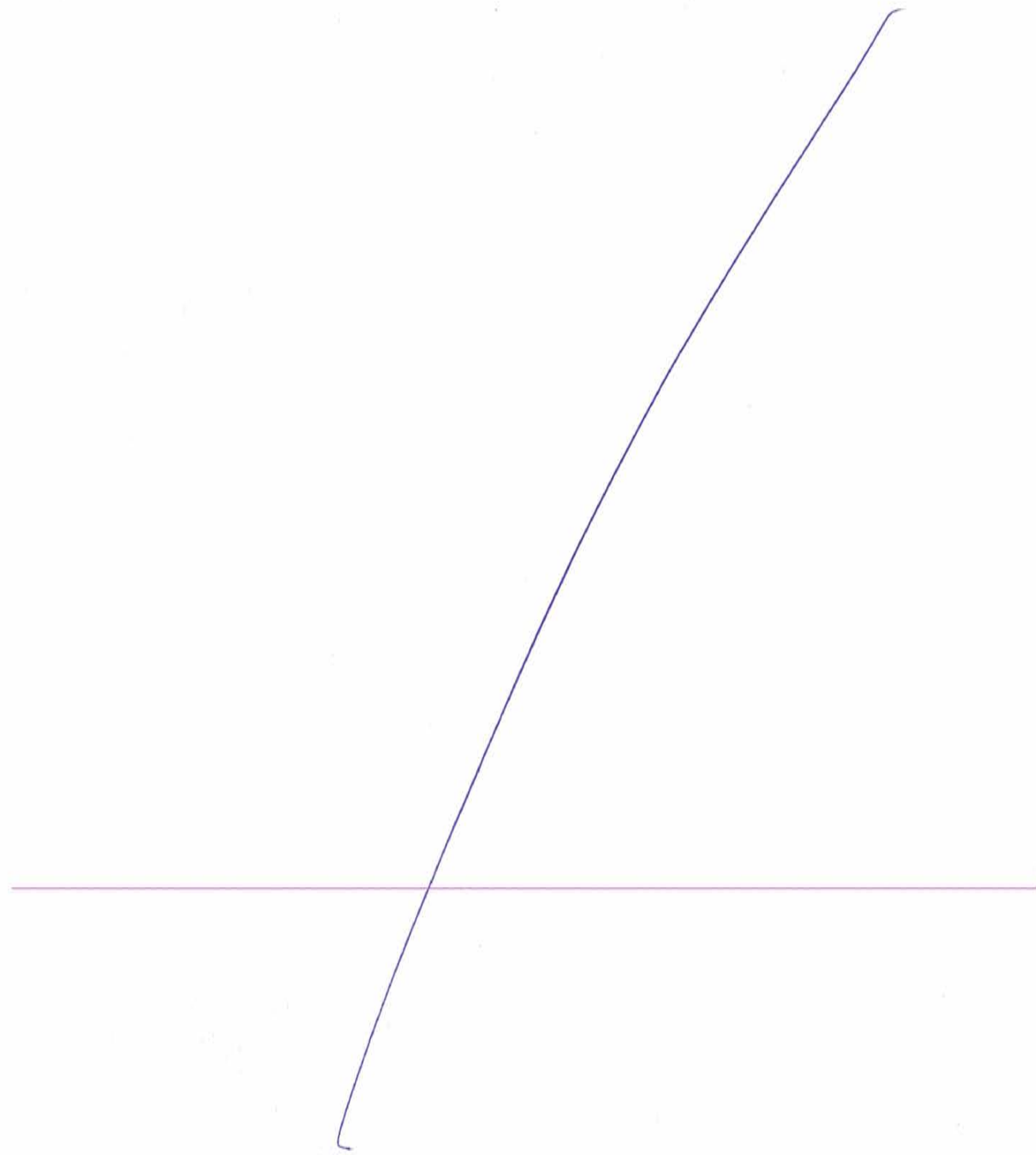
16 JUL 2017



NARENDRA R. SINGH
ADVOCATE & NOTARY (GOVT OF INDIA)
C-1101, BLOOMING HEIGHTS
PACIFIC ENCLAVE, NEAR
HOSPITAL, POWAI, MUMBAI
MOBILE: +91 9809433277



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ठाणे महानगरपालिका

दस्तावेज क्र. २५३३ २२११

२५३३ १५९०

महानगरपालिका भवन, डॉ. अशोक गंड, चदनवाडी, पाचपाखाडी, ठाणे ४०० ६०२.
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

संरभ क्र.: ठ.म.पा./सा.वा./~~२३~~ - २३

दिनांक: २१/०८/२०१५

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Name of Contractor:-M/S Shah and Parikh

Tendered cost:-17,84,85,000/-

Work order no:- TMC/CE/99 Dtd. 16/12/2013

Date of Commencement:-19/12/2013

Time period:- 6 calender months(Excluding Monsoon) upto 18/10/2014

Time Extension granted upto:-31st March 2015

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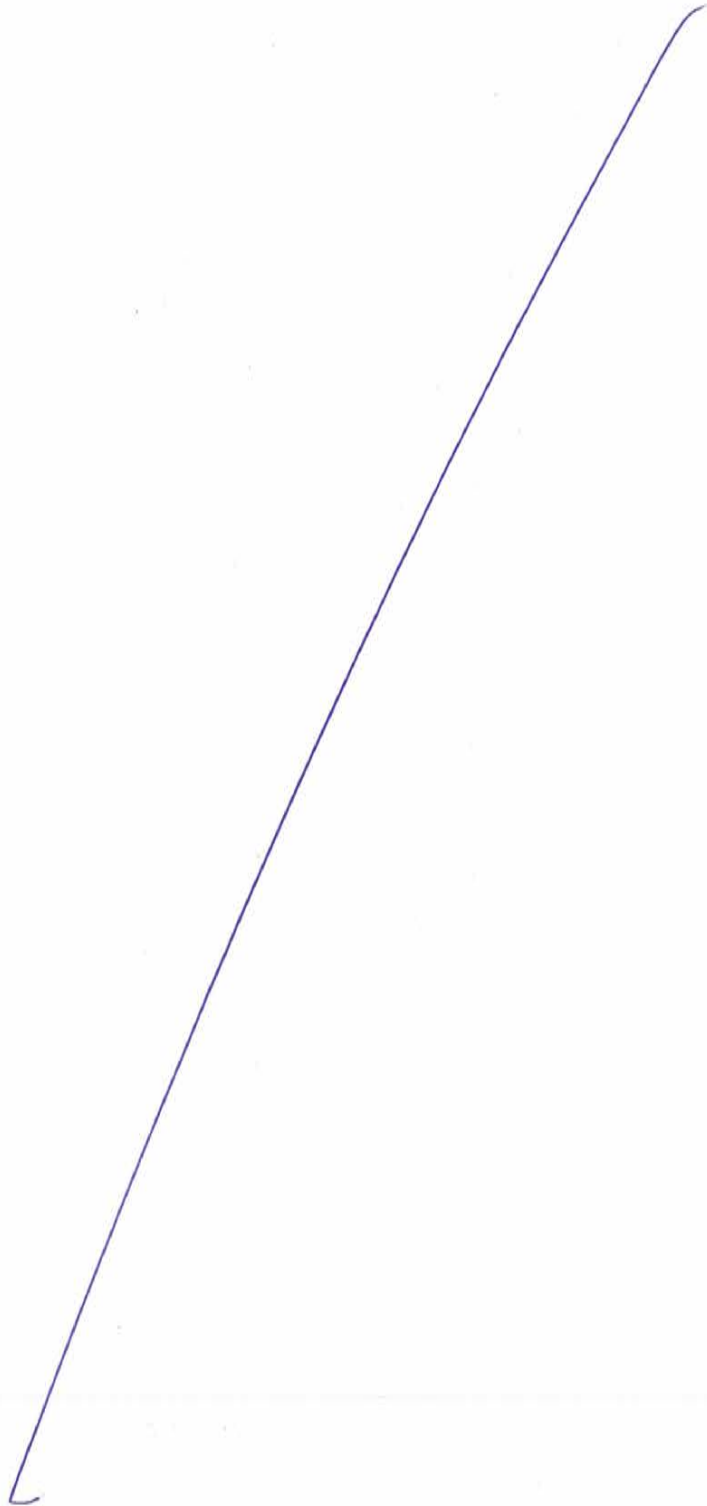
The Certificate is issued at the request of contractor.



Deputy City Engineer
(TMC)



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Mumbai Trans Harbour Link Project Package-2

TATA PROJECTS
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Form ELI - 2: Bidder's Party Information

17 JUL 2017

Date: [insert day, month, year]

IFB No.: MMRDA/ENG1/000753

Page [insert page number] of [insert total number] pages

1. Bidder's name : Shah & Parikh
2. Bidder's Party legal name : Shah & Parikh
3. Bidder's Party country of registration : India
4. Bidder's Party year of incorporation : 1993
5. Bidder's Party legal address in country of registration : Malaviya Road, CHS Ltd. Plot 262-A, Vallabh Niwas 2/2, Malvia Road, Vile Parle (East), Mumbi – 400 057.
6. Bidder's Party authorized representative information - Name : Mr. Jayantilal L. Shah - Address : 302, Landmark CHS, Prathana Samaj & Ram Mandir Road Junction, Vile Parle (E), Mumbai – 400 057 - Telephone/Fax numbers : 9820048359 - Email Address : shahandparikh@gmail.com
7. Attached are copies of original documents of : <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
9. <i>[Only in case of the proposed specialist Subcontractor]</i> Included is a letter of undertaking to be a specialist Subcontractor to the Bidder.

For SHAH & PARIKH

[Handwritten Signature]
Partner



**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

Form ELI - 2: Bidder's Party Information

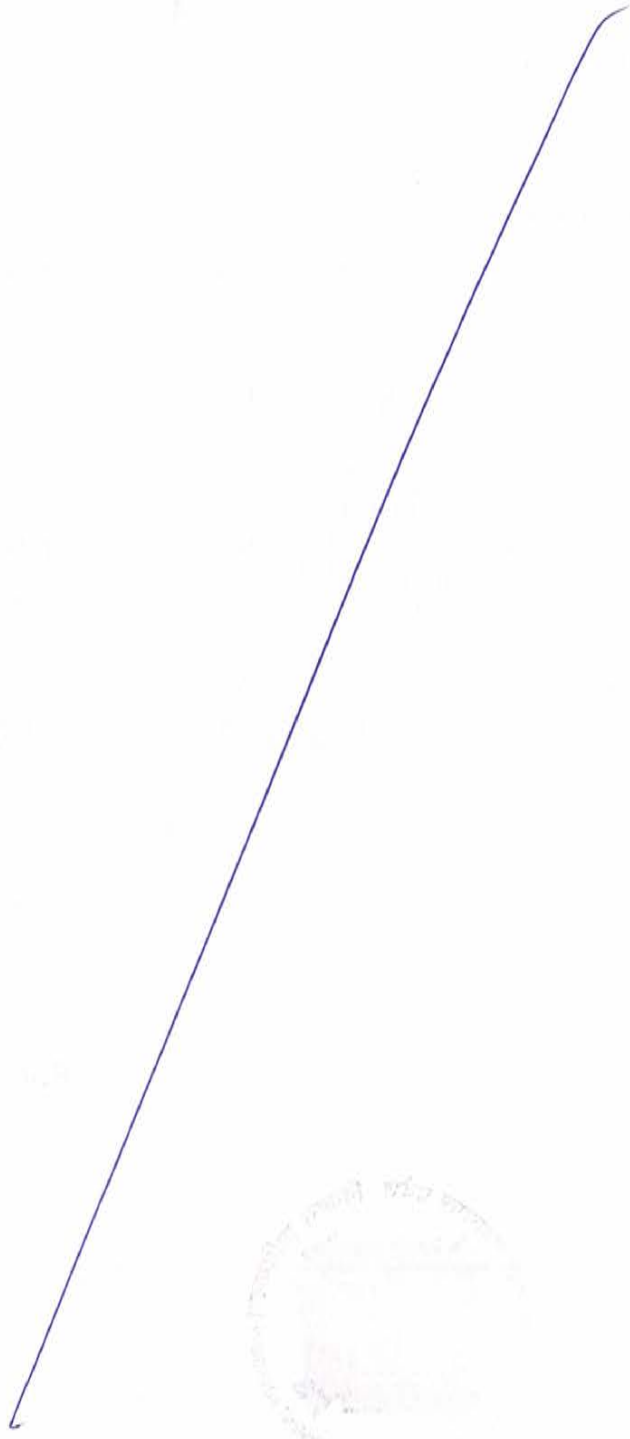
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W. A. H. & S. Co.

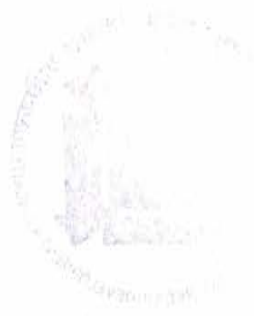
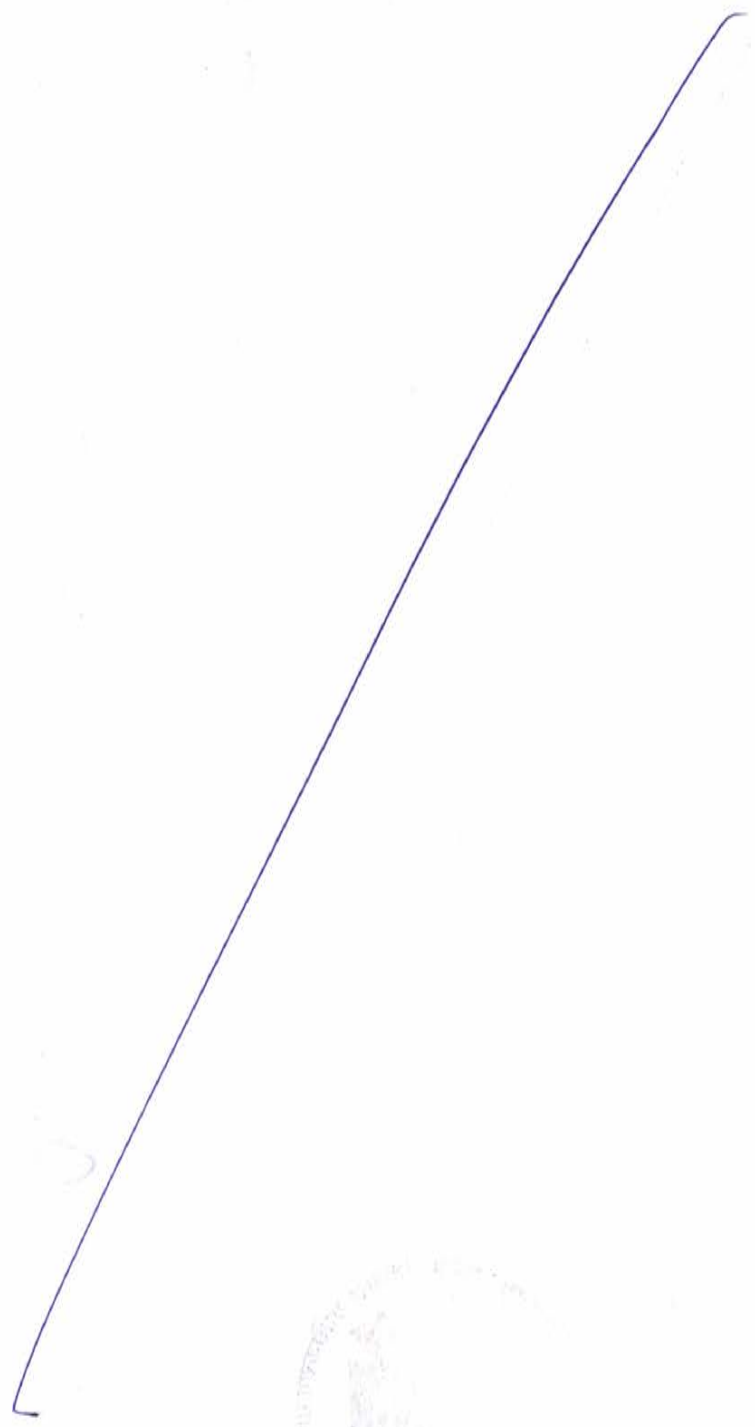


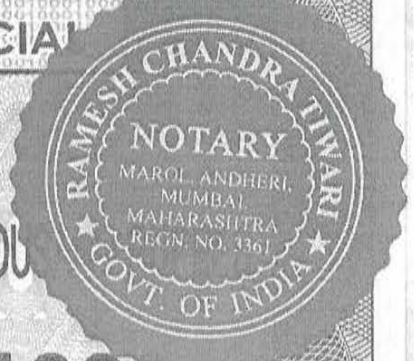
M/S. SHAH & PARIKH
PARTNERSHIP DEED



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महाराष्ट्र MAHARASHTRA

बॉम्बे वार असोसिएशन मेट्रोपॉलिटन अजीस्टेट
भारकर विस्तारण, मराठी व अंग्रेजी, सार्ग,
बॉम्बे (पूर्व), मुंबई 400 057
दिनांक.....
सर्व शी. मालकी व अधिकार
श्री. साहू कि. नर. मु. विलास
Malaviya Road, Co-op. Hsg. Soc.,
Vallabh Area, No. 21, Malaviya Road, 400 057,
Vile Parle (East), MUMBAI - 400 057.

H 529608

General Stamp Office, Mumbai
L.S.V. No. 922
30 JUL 2012
Proper Officer

CHIEF ACCOUNTANT OFFICE
Reg. No. DD 43
Date 30-9-2012
Mund. Corpn. of Gr. Mumbai

M.S. SHAH & PARKHI
00705
16 AUG 2012

SHRI. L. S. BAMBLE

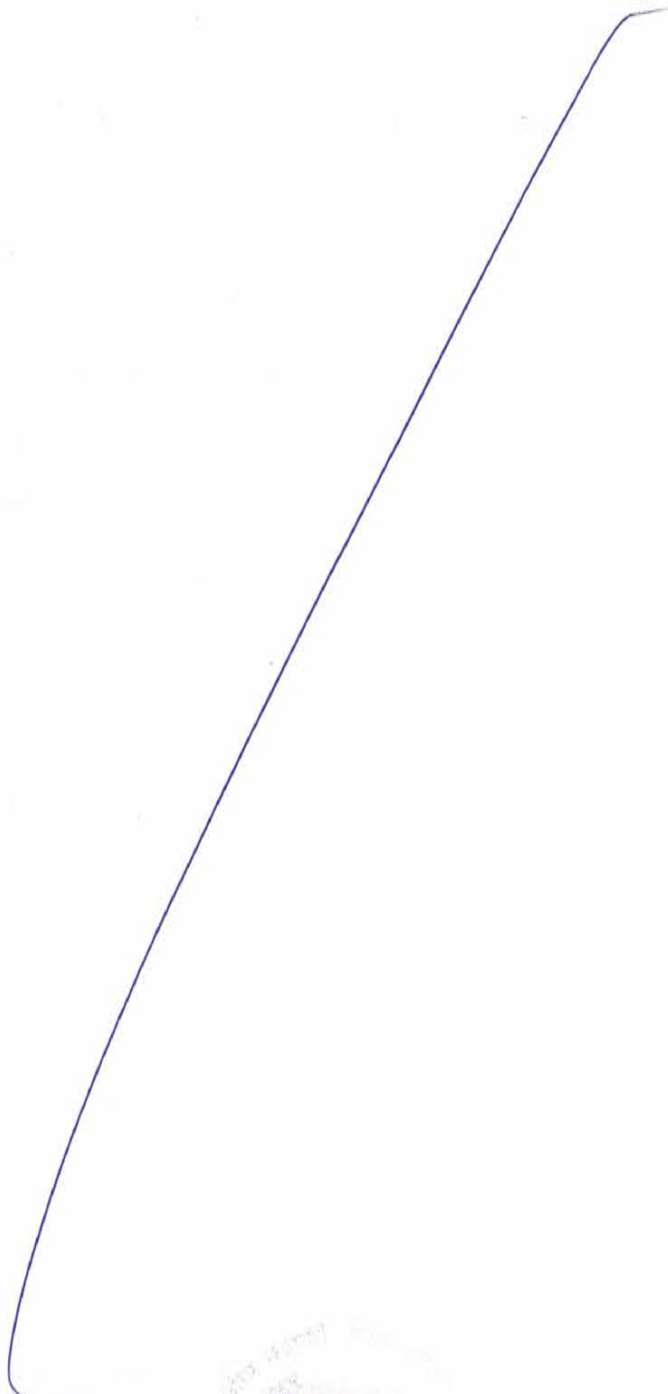
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made at Mumbai this 6th day of August Two Thousand Twelve BETWEEN (1) SHRI JAYANTILAL LAHERCHAND SHAH Indian Hindu Inhabitant (which term so far as the context will admit include his heirs, executors, administrators, residing at 201, Kanak Apartment, Firoz Shah Mehta Road, Vile Parle (E), Mumbai 400 057 of the First Part , (2) SMT. SMITA UPENDRA PARKHI Indian Hindu Inhabitant (which term so far as the context will admit include her heirs, executors, administrators), residing at 101, Crystal Apartment, N. S. Road -3,PT-31, Juhu Scheme, Vile Parle (W), Mumbai 400 056 of the Second Part AND (3) SMT. HETAL NITIN SHAH Indian Hindu Inhabitant (which term so far as the context will admit include her heirs



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executors, administrators) residing at 301, Chandramani Road, Hanuman Road, Vile Parle (E), Mumbai 400 057 of the Third Part .

WHEREAS the party of the first Part to Third part were carrying on the business under the name & style of M/s SHAH & PARIKH along with SMT. SEJAL KETAN SHAH under deed of partnership dated 9th December 2003

AND WHEREAS the said SMT SEJAL KETAN SHAH has voluntarily retired from the said partnership by a deed of retirement dated 6th August 2012 with effect from 4th July 2012 allowing the remaining partner to continue the said business.

AND WHEREAS the parties of First to Third part have agreed to continue the said partnership business of M/S. SHAH & PARIKH with effect from 4th JULY 2012 in partnership on the terms and conditions herein further stated

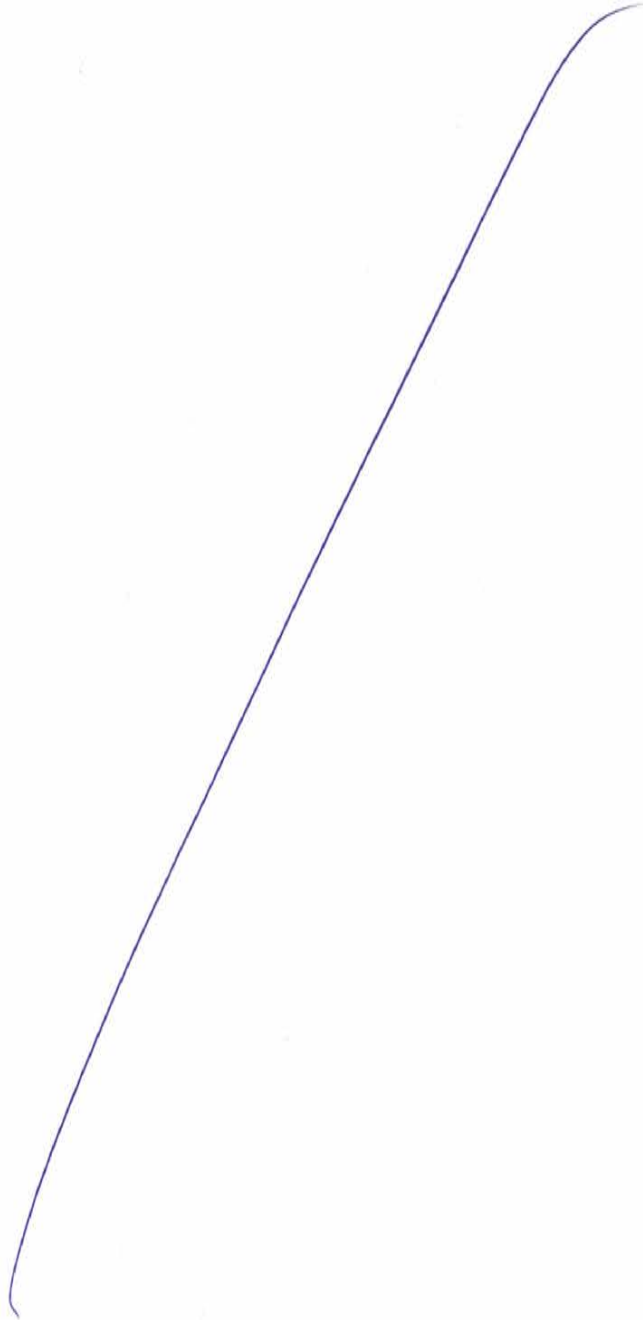
AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Parties hereto shall carry on the business in partnership in the name and style of MESSRS. SHAH & PARIKH
2. The business of the partnership shall be deemed to have commenced on and from 4th day of July 2012
3. The business of the partnership firm shall be carried on at Malviya Road CHS Ltd. Plot No. 262-A Vallabh Niwas No.2, Flat No.2, Malviya Road, Vile Parle (East) , Mumbai - 400057 and / or at such other place or places as the partners may from time to time determine.
4. The business of the partnership shall be that of Civil contractor, of any type of work from Government, Semi-Government and /or private parties by tendering or negotiating or execution of any type of work in the name of the firm or in joint ventures with others as may be mutually agreed upon from time to time.
5. The fixed capital of the firm will be Rs. 50,000/- and the same shall be contributed by each partner in their profit sharing ratio.



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6. The duration of the partnership shall at "AT WILL" but in case if any of the partner desire to terminate the partnership he/she shall give to the other at least three calendar months clear notice in writing.
7. It is agreed by and between the parties that the following Partners (hereinafter referred as "WORKING PARTNERS") who are devoting their time and attention in the conduct of the affairs of the Firm as the circumstances and business needs may require, shall be paid remuneration as mentioned below:
1. SHRI JAYATILAL LAHERCHAND SHAH Rs. 25,000 p.m.
 2. SMT. SMITA UPENDRA PARIKH Rs. 25,000 p.m.
 3. SMT. HETAL NITIN SHAH Rs. 50,000 p.m.

The total remuneration payable to the "Working Partners" shall be worked out as per section 40 (b) of the Income Tax Act 1961.

The net profit of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to business of the partnership including rent, salaries and other establishment expenses as well as interest payable to the partners in accordance with this clause of the Deed of Partnership shall be divided and distributed amongst the partners on the close of the accounting year in the following proportion :

1. SHRI JAYATILAL LAHERCHAND SHAH 25%
2. SMT. SMITA UPENDRA PARIKH 25%
3. SMT. HETAL NITIN SHAH 50%

The loss, if any, including loss of capital suffered in any year shall also be apportioned in the above proportion.

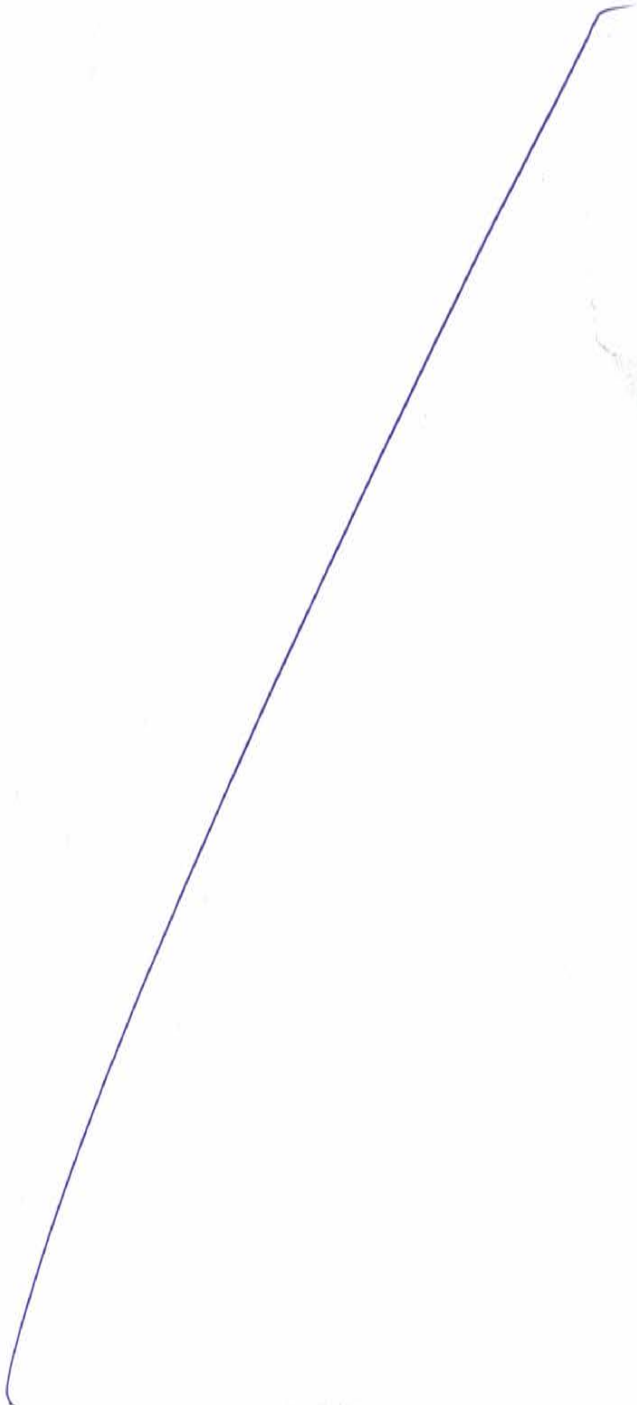
9. Necessary capital as well as further funds required for the purpose of the partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time.



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10. Interest at the rate of 12 percent per annum or as may be prescribed under Section 40(b) (iv) of the Income Tax Act, 1961 or any other applicable provision as may be in force in the Income-Tax Act for the Partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the account of the partners. Such interest shall be calculated and credited to the account of each partner at the beginning of the accounting year in excess of Rs. 4 crore to be equally shared in the profit sharing ratio of the partners.
11. However, in case of loss or lower income rate of interest can be NIL or lower than 12 percent p.a. as may be agreed to by and between the partners from time to time.
12. The above partners shall be entitled to draw remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the income as computed under the provisions of the Income-tax Act, 1961 referred to in (7) above.
13. The remuneration payable to the above said partners shall be credited to their respective accounts at the close of the accounting period when final accounts of the partnership are made up and the amount of remuneration shall fall due to them as determined in the above manner.
14. The said partners shall be entitled to draw the above remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing any amount from the partnership firm against the amount standing to the capital and / or current accounting year in such manner as may be decided by the partner by mutual consent.
15. The partners shall be entitled to increase or reduce the above remuneration as the case may be. The parties hereto may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.
16. The accounting year of the partnership shall be on 31st March, every year and the first accounting year will end on 31st March 2013.



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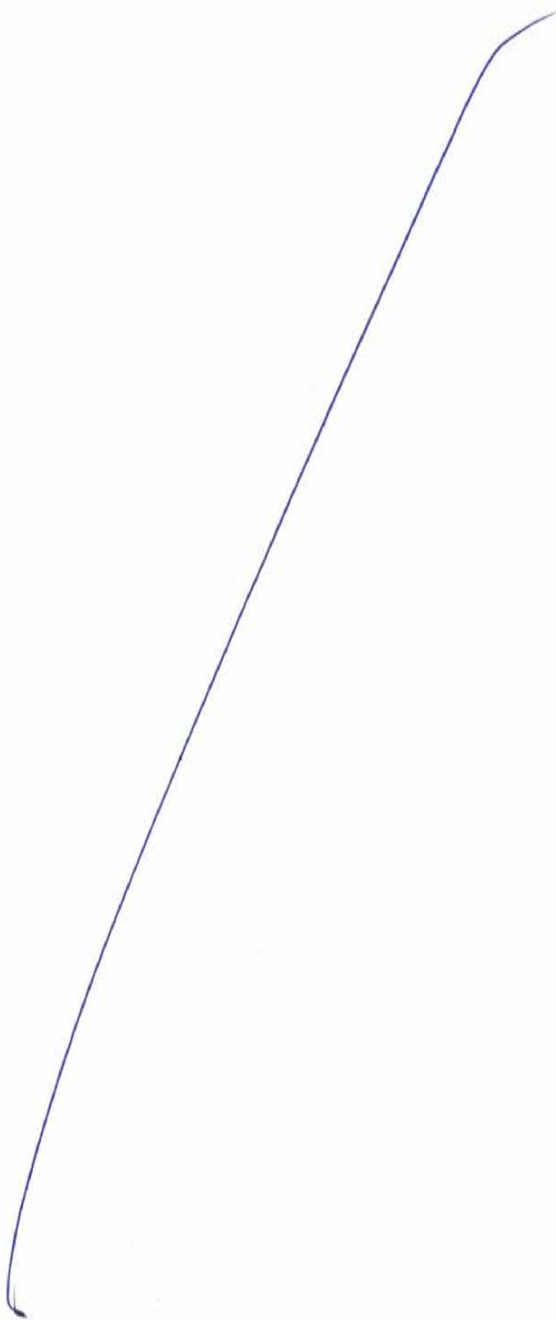
* H. Kataria

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17. All necessary and proper books of account shall be kept and maintained by the partnership firm wherein shall be kept, entered particulars of all moneys, goods and effects belonging to or owing to the partnership or paid, received, sold or purchased in the course of the partnership business and of such other transactions matters and things relating to the said business are usually entered in the books of account kept by persons engaged in a business of like nature. The said books of account together with all letters, papers or writing which belongs to the partnership and each partner shall at all time have free access to them and to inspect and copy of the same or make extracts therefrom.

18. It is agreed that any of the partner is authorized to sign all documents on behalf of the firm and all such documents signed by them will be binding on the firm.

19. During the continuance of the partnership each partner shall Punctuality pay his/her separate debts and indemnify other partners of the same and all expenses on account thereof.

(a) Forthwith pay all monies, cheques and negotiation instruments received by him on account of the firm into firm's account.

(b) Be just and faithful to the other partner and at all times give to such other partner full information and truthful explanation of all transaction relating to the partnership business.

(c) At all times give to the other partner just and faithful account of all such transactions and also upon every reasonable request furnish a full and correct explanation thereof;

AND

(d) Afford every assistance and co-operation in his/her powers and use his/her best skill and endeavour in the conduct, promotion of the partnership business for their mutual advantage and benefits.

20. During the continuance of partnership no partner without the previous written consent of the other partners :-

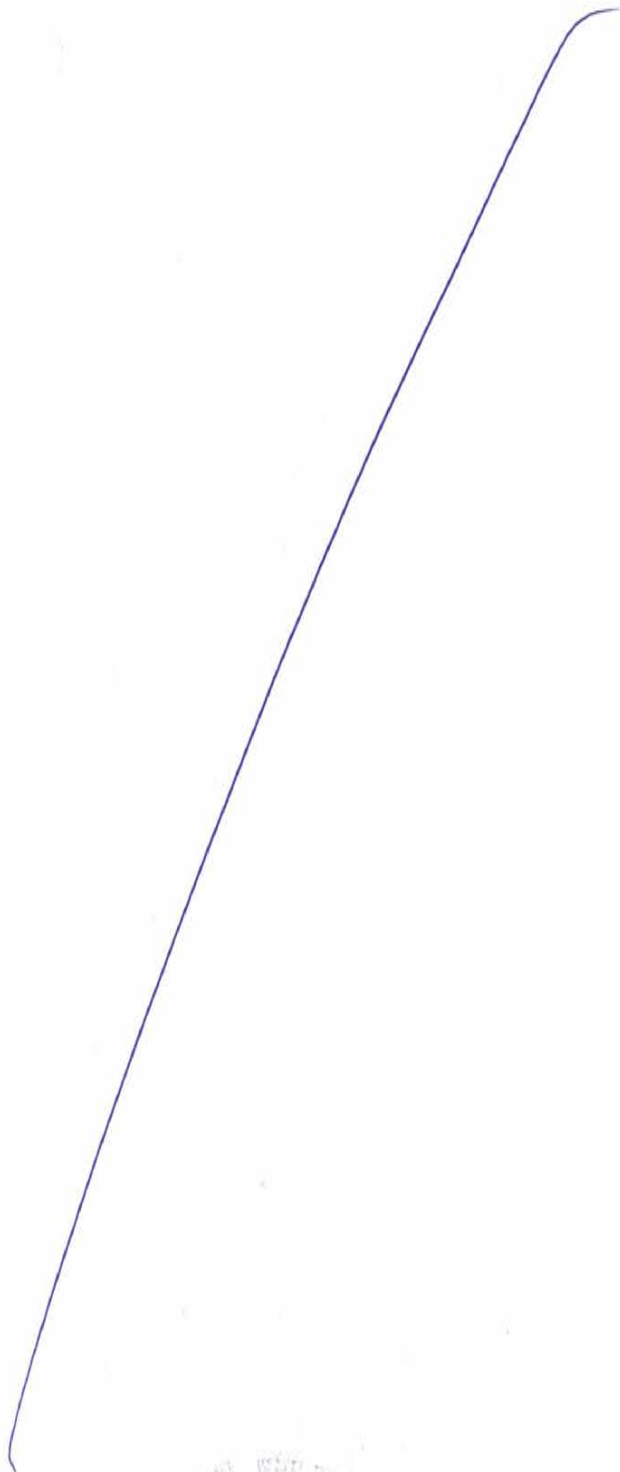


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- a. Give any security or promise for the payment of moneys on account of the firm except in the ordinary course of business;
- b. Enter in to any bond or become bail or surety or security with or for any person or knowingly cause or suffer to be anything whereby the partnership business or any part thereof may be seized, attached, extended taken into execution or endangered;
- c. Sell, assign, alienate, mortgage or charge his/her share or any part thereof in the assets or profits of the firm make any other person as partner with him/her therein;
- d. Draw, accept, endorse any of Bill of exchange or promissory note or account of firm except in the ordinary course of business;
- e. Compromise, return, compound, release or discharge any security of the firm except upon payment in full;
- f. Borrow any money from others in the name of the firm for his /her personal needs and requirements;
- g. Enter into any heavy speculative or wagering transactions for the partnership business;
- h. Raise any loan or money for the partnership business except in the ordinary course of business.
21. Any partner committing breach of any of the foregoing stipulations contained in Clause 19 and / or 20 of this Deed shall indemnify the other partners from and against the same and from and against damages and costs, charges and expenses on account thereof;



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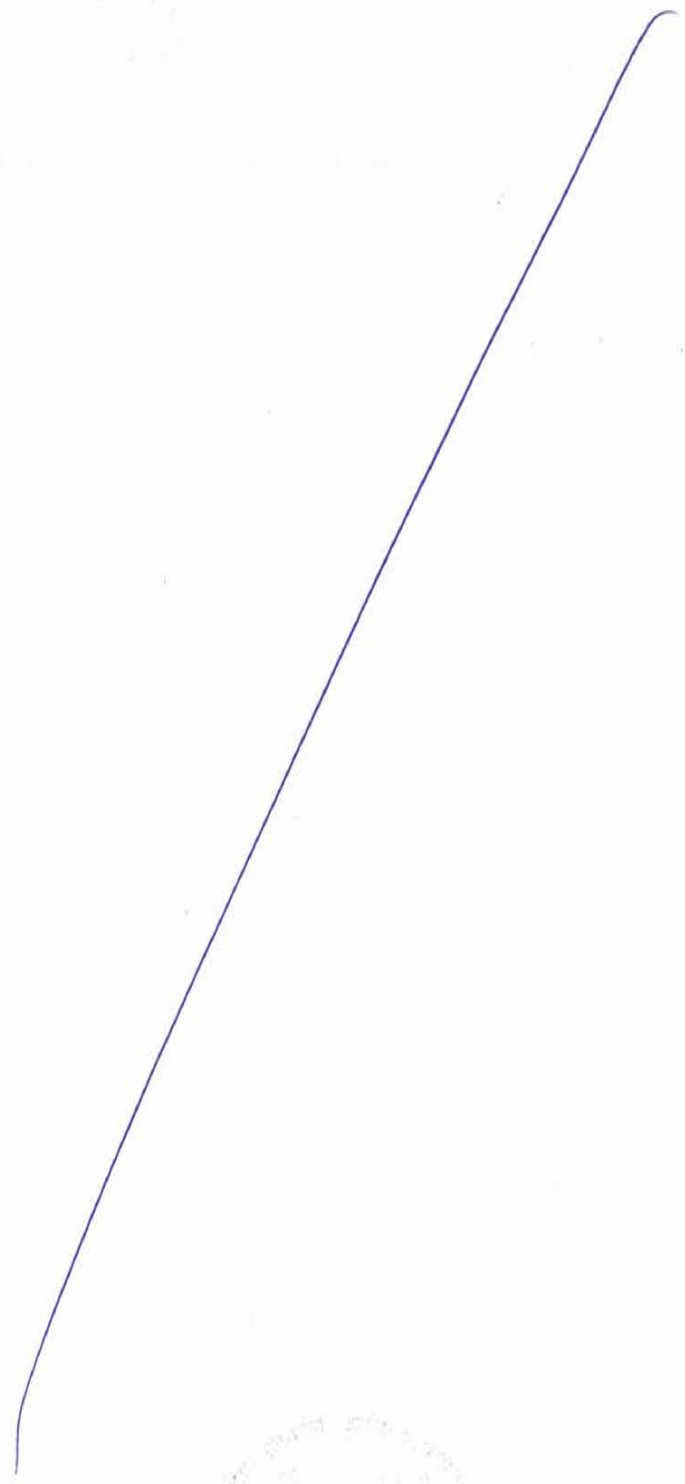
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22. An account or accounts of the firm may be opened with such Bank or Banks as the said Partners may from time to time determine and same shall be operated by any one of the partner.

23. Each partner shall have power to draw, accept and endorse pronotes, cheques, bills of exchange, hundies and other negotiable or mercantile instruments in the ordinary course of the partnership business.

24. That each partner of the firm is individually authorized to sign any document, contract agreement or enter into any contract on behalf of the firm in the course of the business. All documents, paper, contract, agreement, signed and entered by the Partner for and on behalf of the firm to bind up on other partner.

On retirement of any partner the share and interest of the partner who retires shall cease as and from the date of his/her retirement.

26. On death of any partner the legal heir of the deceased partner will be entitled to be admitted to the said partnership as partner and the legal heir being major shall be entitled to the same share, rights and benefits as the deceased partner was entitled too.

27. On retirement or death of the partner, a full and accurate inventory shall be prepared of the affairs of the partnership taking into account all the assets and liabilities of the business. The profit and loss account shall be prepared upto the date of retirement or death of a partner and the share of profit or loss of the retiring or deceased partner shall be determined.

28. If any dispute, difference, claim or question whatsoever shall arise, either before or after the expiration or termination of the partnership between the partners or their respective legal



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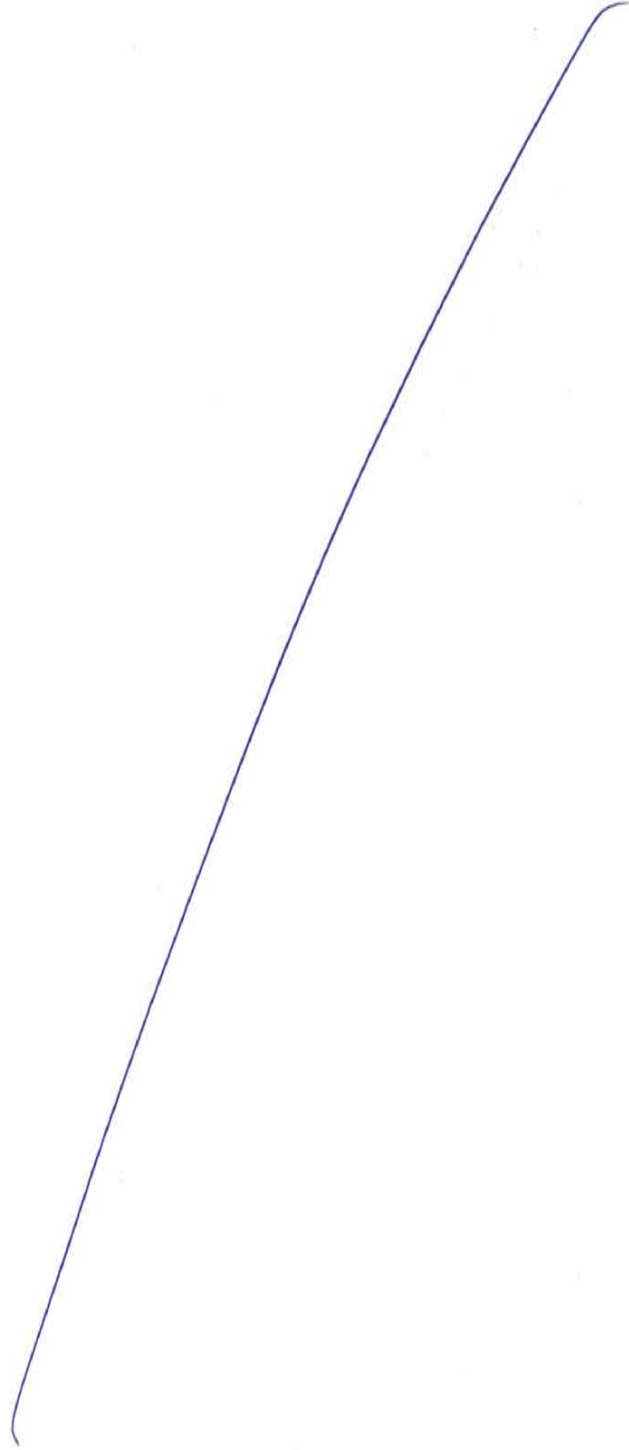


.....8/-

H. Hetal Kulkarni

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representative or between any partner and the legal representative of the other partner touching or relating to these presents or the construction or application thereof or any clause or thing herein contained or to the partnership or any account valuation division debts or liabilities to be made hereunder or as to any acts deeds or commission or any partner or as to any other matter or the rights, duties or liabilities of any person under these presents shall be referred to Arbitrators, one to be appointed by each party to the dispute or difference and to the Umpire to be chosen by such arbitration shall be in accordance with and subject to the provision of the Indian Arbitration Act, or any other statutory modification or re-enactment thereof for the time being in force and such award or awards shall be final, conclusive on both parties respectively and those claiming under them respectively.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove

SIGNED AND DELIVERED by the with in named)
 SHRI JAYANTIAL LEHERCHAND SHAH)
 In the presence of Y. N. Parikh)
Geepandeh



SIGNED AND DELIVERED by the with in named)
 SMT. SMITA UPENDRA PARIKH)
 In the presence of Chirag & Hiran)
[Signature]



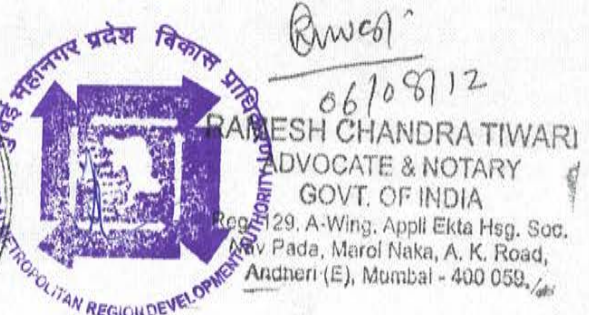
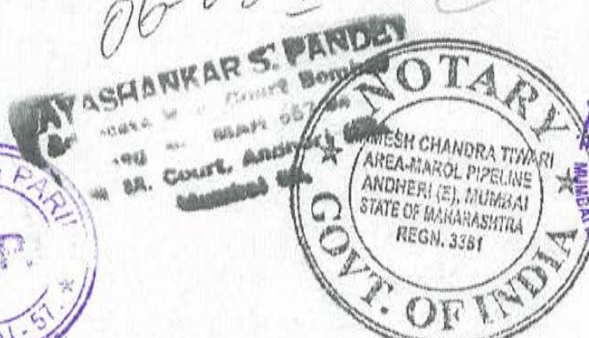
SIGNED AND DELIVERED by the with in named)
 SMT. HETAL NITIN SHAH)
 In the presence of MR. VISHAL WADHAWAN)
[Signature]

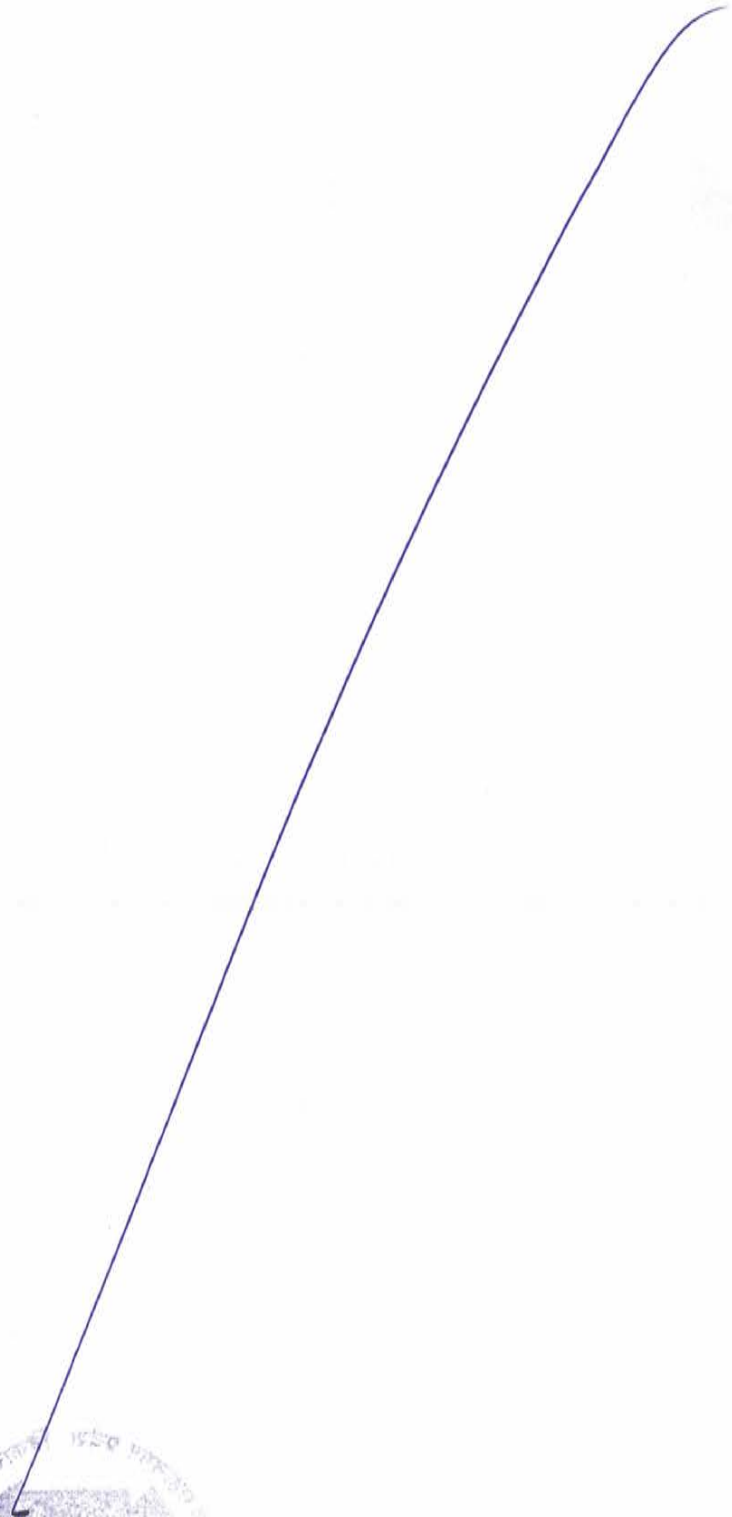
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 06/08/12

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 06/08/12







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SHAH & PARIKH

ENGINEERS & CONTRACTORS

List of Partners

Sr. No.	Name	Designation	Address & Contact Number
1	Mr. Jayantilal L. Shah	Partner	302, Landmark CHS, Ram Mandir Road & Prathana Samaj Road Junction, Vile Parle (E), Mumbai - 400057 Mobile no.: 9820048359.
2	Mrs. Smita U. Parikh	Partner	101, Crystal Apt., N. S. Road No. 3, JVPD, Vile parle (W) Mumbai-400056.
3	Mrs. Hetal N. Shah	Partner	901, Nandalya Bldg, N.S. Road No. 6, JVPD, Vile Parle (W) Mumbai-400056 Office Contact No: 26171339.

Thanking you,

Yours Faithfully,

For Shah & Parikh

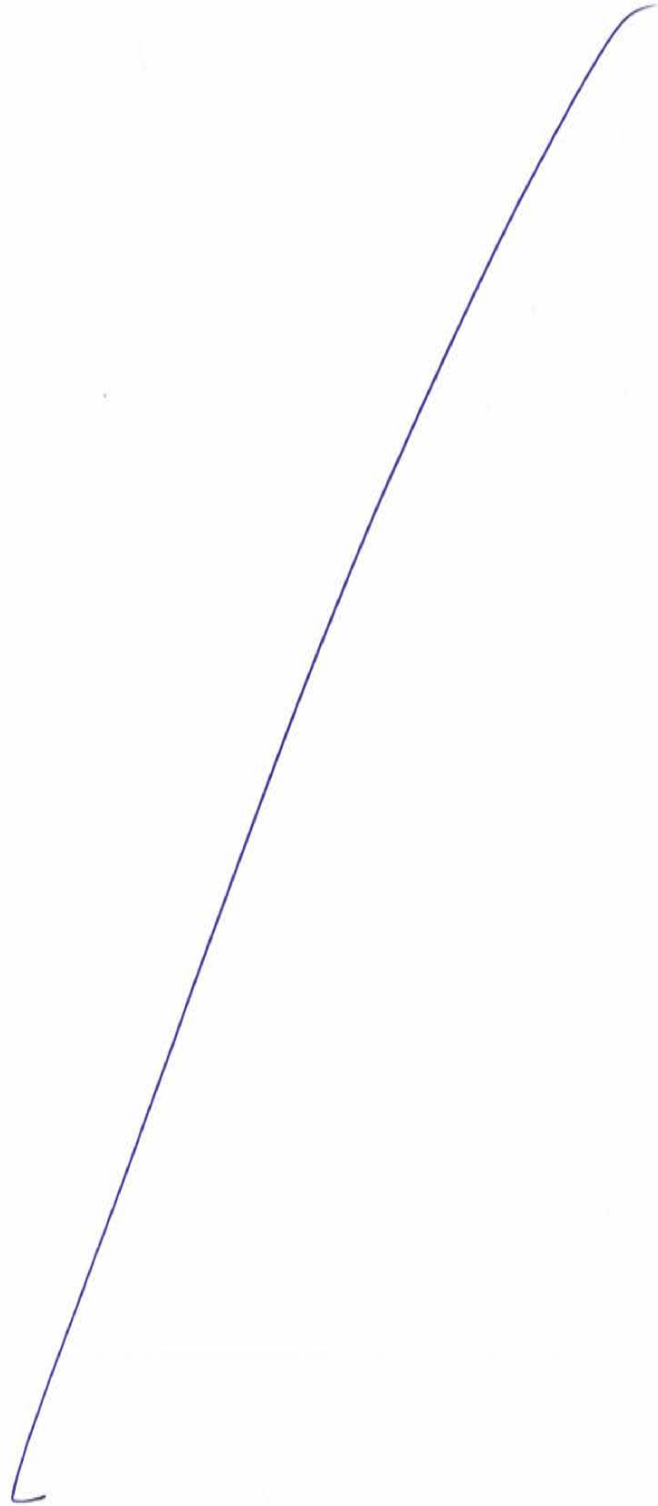
Partner



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General Stamp Office, Mumbai
L.S.V. No. 140
23 NOV 2011
Proper

श्री. प्रविण एत. चव्हाण
परवानाधारक माला विठ्ठल
कापी कलेज रोड, पुणे
शां. नं. 1, मुंबई, महानगरपालिका क्षेत्र
भंडारालय नं. 1, सी. ए. टी. मुंबई-१.
व्या. नं. ... वि. नं. ...
M/S. SHAH & PARIKH
30 NOV 2011
EY 203917

SHRI. K. N. MADGE

REGISTER OF FIRMS

018431

FIRM REG. NO- BA-56029.

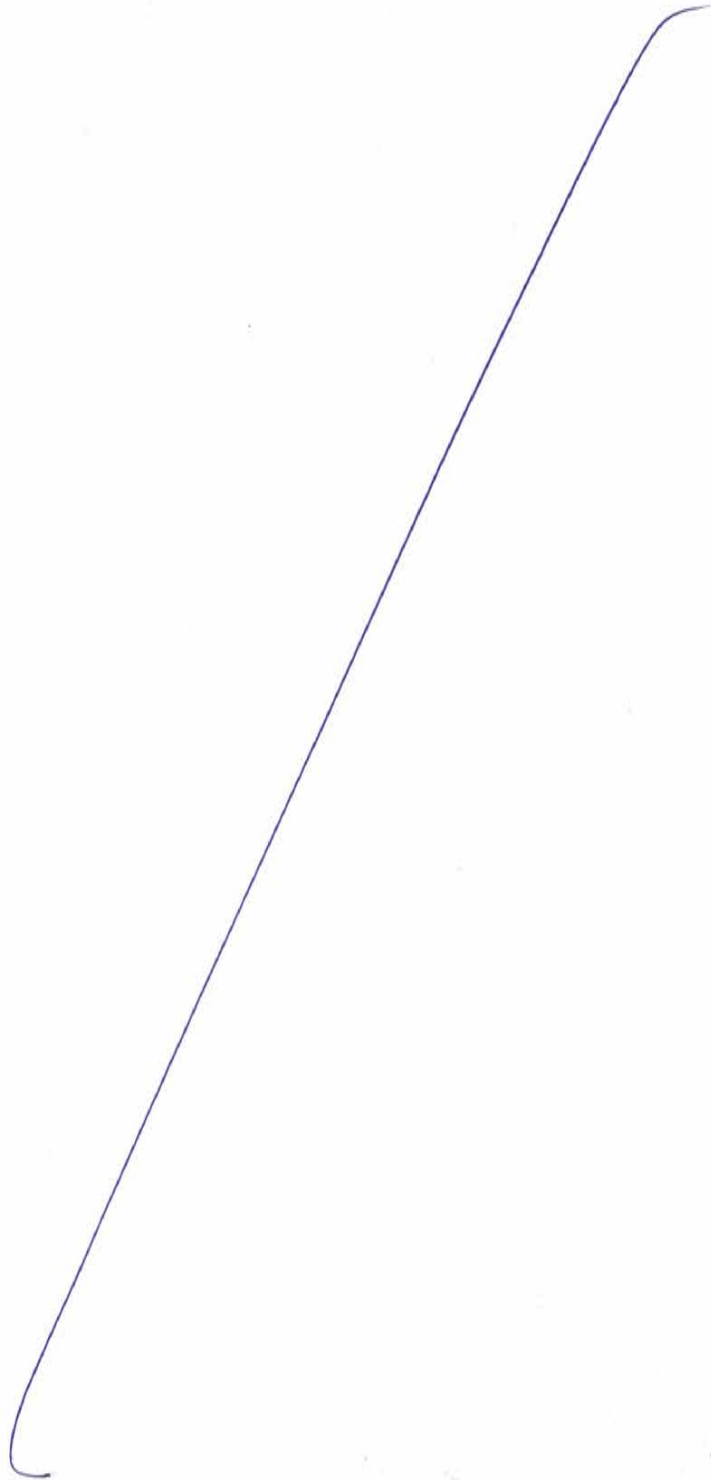
NAME: - M/s. SHAH & PARIKH. (REGD.)
BUSINESS:- Civil Contractor.

NO. OF ENTRY	DATE OF ENTRY	NATURE OF ENTRY	REMARK
1.	6 th January 1993.	NAME:- M/s. SHAH & PAREKH. (REGD.) PRINCIPAL PLACE-4/A, 103, Ratan Nagar, Four Bungalows, Off. J. P. Road, Andheri (W), Bombay-400-058.	

PARTNERS ADDRESSES AND DATE OF JOINING

1. Shri. Rajmal — Punamchand Shah,
Joined On 1st October 1990.
2. Shri. Nitinkumar Rajmal Shah,
Joined On 1st October 1990.





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FIRM REG. NO- BA-56029.



3. **Shri. Jayantilal Laherchand Shah,**
103, Bharati Apt., G - B, Indulkar Marg,
Vile Parle (East), Bombay - 400 057.
Joined On 1st October 1990.

4. **Upendra Nagindas Parekh,** *vice entry no 5*
4/A/103, Ratan Nagar, Four Bugalows,
Off. J. P. Road, Andheri (West), Bombay - 400 058.
Joined On 1st October 1990.

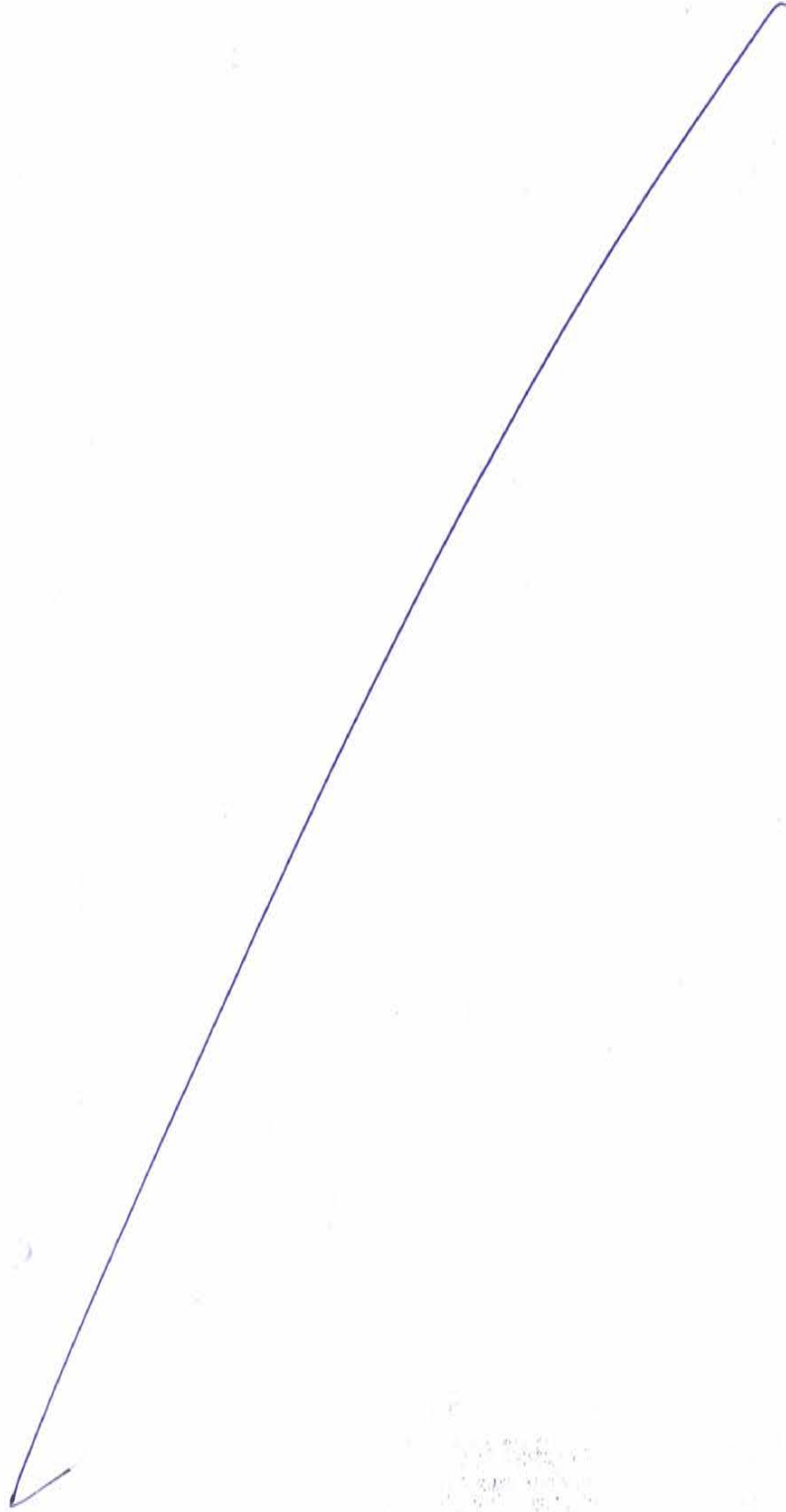


Address For 1, 2 :- 2, Chandra Milan,
20-21, M. G. Road, Vile Parle East,
Bombay - 400 057.

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DURATION- At Will.

FORM DATE :- 18th October 1991,

Sd/- Mahesh Shah, Notary Gr. Bombay,
Cama Building, 2nd Floor, Dalal Street,
Fort, Bombay - 400 023.

Sd/- S. B. Shinde,
Registrar Of Firms, Mumbai.

2. 17th
March
2017

New Place Of Business:-

Malavia Road, C.H. S. Ltd, Plot No. 262 A,
Vallabh Niwas No. 2, Flat No. 2, Malavia Road,
Vile Parle (East), Mumbai - 400 050,
w.e.f. 9th December 2003.

Sd/- G. D. Kurane,
Asstt. Registrar Of Firms, Mumbai.

3. 17th
March
2017

(a). 1. Mrs. Smita Upendra Parikh,
Of:- A/503, Manish Sunflower Hsg. Soc.-4,
Bungalow Road, Andheri West,
Mumbai - 400 053,

2. Mrs. Hetal Nitin Shah,
3. Mrs. Sejal Ketan Shah,

vide entry no- 4

Both Of:- 301, Chandramani Hanuman Road,
Vile Parle (East), Mumbai - 400 057,

All above have joined the firm as new partners
on 9th December 2003.

(b). 1. Shri. Rajmal Punamchand Shah,
2. Shri. Nitinkumar Rajmal Shah,
3. Shri. Upendra Nagindas Parikh,

Retired w.e.f. 9th December 2003.

Sd/- G. D. Kurane,
Asstt. Registrar Of Firms, Mumbai.

4. 17th
March
2017

Mrs. Sejal Ketan Shah,
Retired w.e.f. 4th June 2012.



uau 21/3/17.



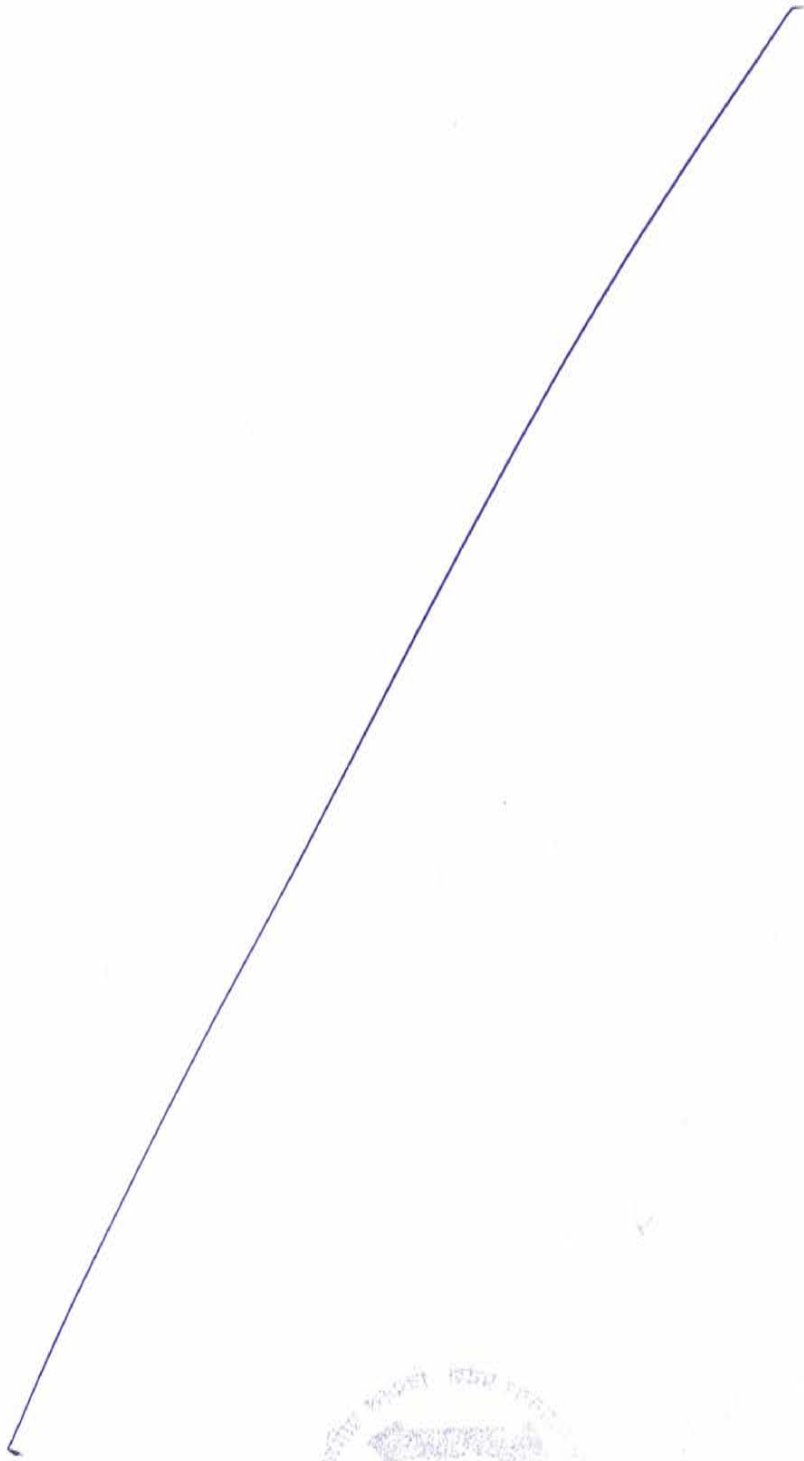
Sd/- G. D. Kurane,
Asstt. Registrar Of Firms, Mumbai.



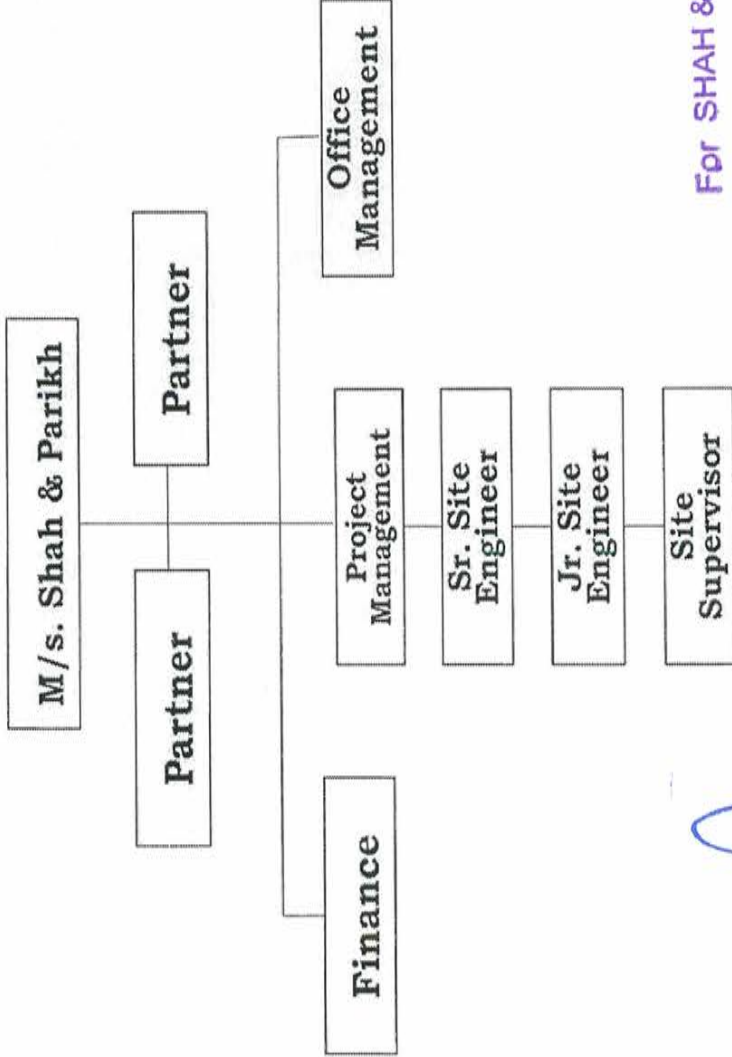
TRUE EXTRACT
Assistant Registrar of Firms
Mumbai
21/3/2017

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Organization Structure

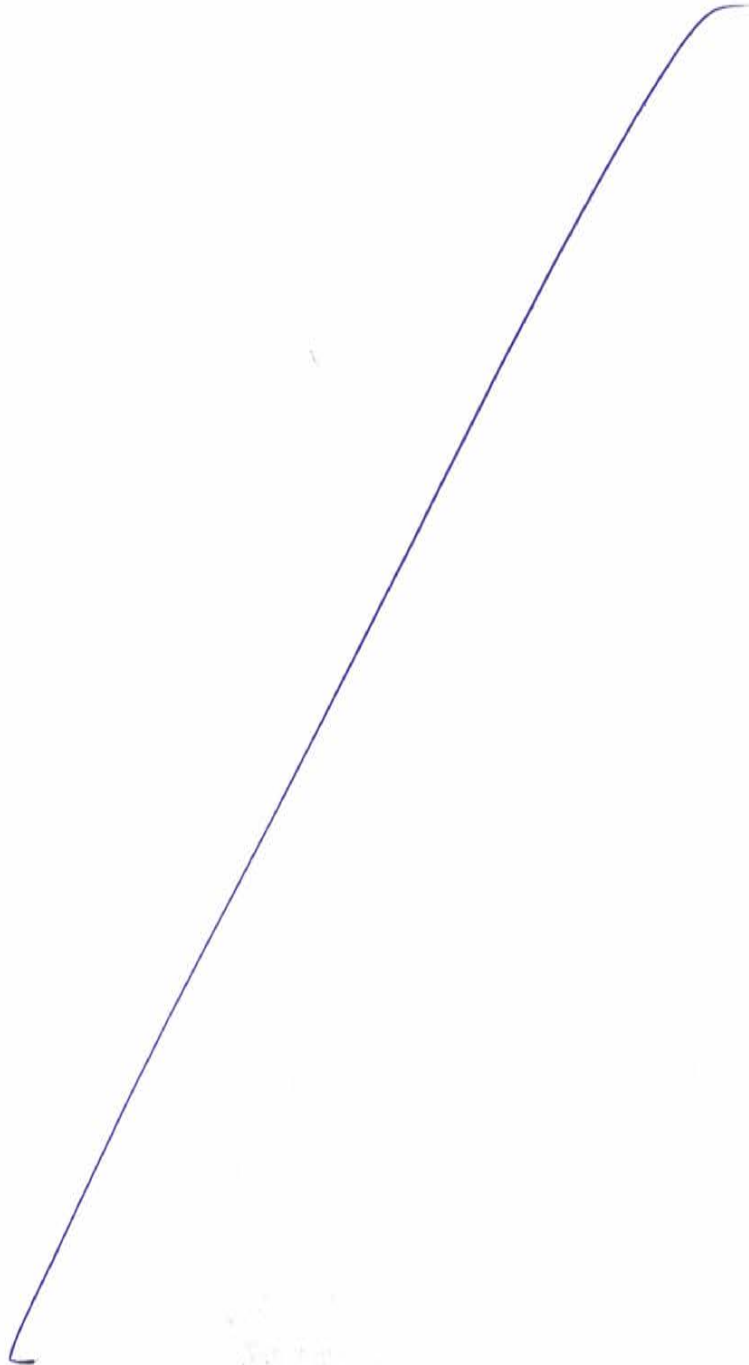


For SHAH & PARIKH
Partner



SEE PAGE

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3638 523

SHAH & PARIKH

ENGINEERS & CONTRACTORS

Ref no: 31 :S&P: MTHL02:2017

Date: 11.07.2017

LETTER OF UNDERTAKING

To,
Engineer-in-Chief / Chief Engineer
Engineering Division,
Mumbai Metropolitan Region Development Authority (MMRDA)
2nd Floor, New Office Building,
Plot No. R-05, R-06 & R-12, 'E' Block,
Bandra-Kurla Complex,
Bandra (E), Mumbai
Maharashtra, INDIA 400051
Phone: 91 22 2659 1239
Fax: 91 22 2659 4179
Email: chiefengineer1@mailmmrda.maharashtra.gov.in

Ref: 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) IFB No.-MMRDA/ENG1/000753

Dear Sir,

We understand that M/s. Shah & Parikh are bidding for the above mentioned tender. We hereby confirm our association for "**Pavement Works**" and also undertake that we will meet delivery deadlines proposed by them in their Tender program on the basis of mutually agreed terms & condition.

Thanking You,

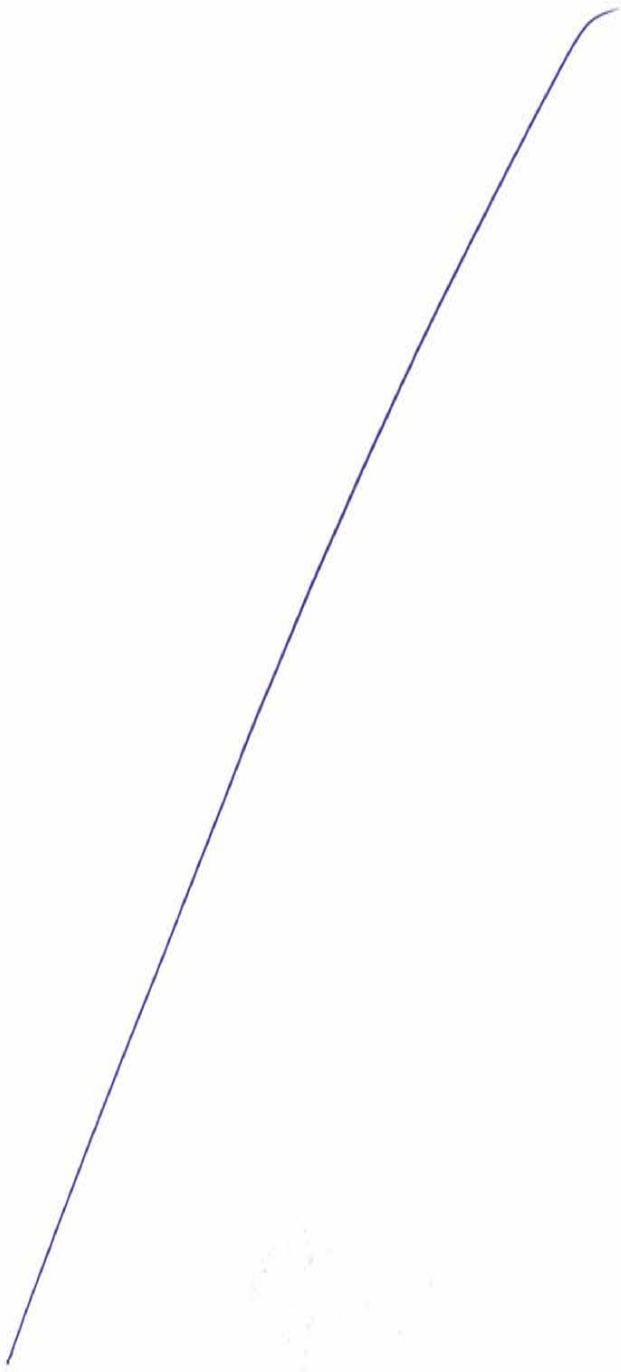
For Shah & Parikh

Partner



152

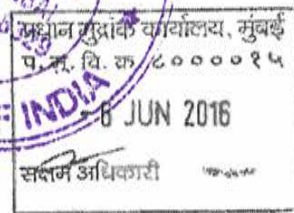
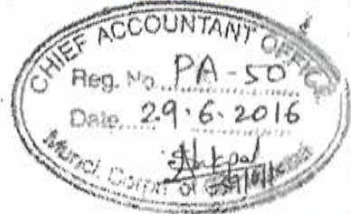
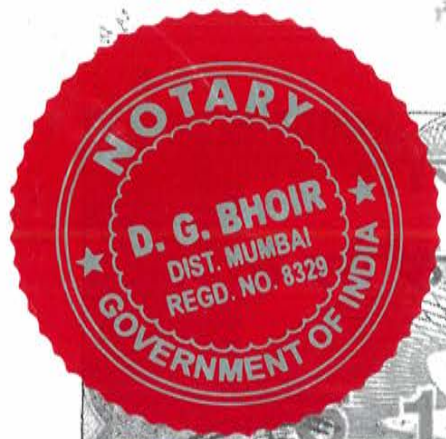
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POWER OF ATTORNEY

श्री. भरत सि. मयकर

Know all men by these presents we M/s. **SHAH & PARIKH**; having our registered office at Malaviya Road CHS Ltd., Plot 262-A, Vallabh Niwas, 2/2, Malaviya Road, Vile Parle (E), Mumbai 400 057 hereinafter referred as the company (which expression shall unless repugnant to the context or meaning thereof mean and include our successors and assigns) SEND GREETINGS.

WHEREAS the company is executing various civil works for Government and Semi-Government bodies such as PWD Govt. of Maharashtra, MCGM, JNPT, AAI, NHAI, MTNL, MIDC, MMRDA, MSRDC, CWC, etc. etc. and other Private entities bodies .

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that we, M/s. **SHAH & PARIKH**, do hereby nominate, constitute and appoint **SHRI. JAYANTILAL L. SHAH - PARTNER** to be our true and lawful attorney in our name and on our behalf to do, execute and perform the following, acts, deeds and things or any of them.

1. To sign the Registration Applications, Pre-qualification documents, Tender documents, Contract Agreements, other documents to open all letters and to carry on, conduct and do such correspondence as may be necessary as the said Attorney may think proper or to expedite in connection with the above works.



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2. To submit tender documents, to sign Contract Agreements to receive any stores, raw materials, goods articles, plant, machinery which are necessary for the above works.
3. To sign Running Bills, Final Account Bills, Measurements Books, Level Books, receipt for stores etc. in respect of the above work.
4. To operate company's Bank Account including signing of cheques.
5. To demand, recover and receive cheques drawn in the name and for account of the company and give good and effectual receipt for the same.
6. To deal with Government / Semi Government, Statuary, Local and other private bodies.

AND

The Company does hereby ratify and confirm all and whatsoever the said Attorney shall do or purport to do or cause to be done under any by virtue of these presents.

IN WITNESS WHEREOF the common seal of M/s. SHAH & PARIKH was hereunto affixed this 28 day of JUNE '2016.



For Shah & Parikh.
Hetal N. Shah
Hetal N. Shah
Partner

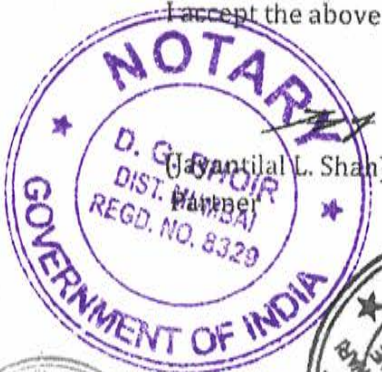


For Shah & Parikh.
S. Parikh
Smita U. Parikh
Partner

I accept the above Power of Attorn



Ramesh Chandra Tiwar
28/06/16
RAMESH CHANDRA TIWAR
ADVOCATE & NOTARY
GOVT. OF INDIA
Res. 129 A-Wing, Appli Ekta Hsg. Soc
Nav Pada, Marol Naka, A.K. Road
Andheri (E), Mumbai-400 059
Mob 9820846798

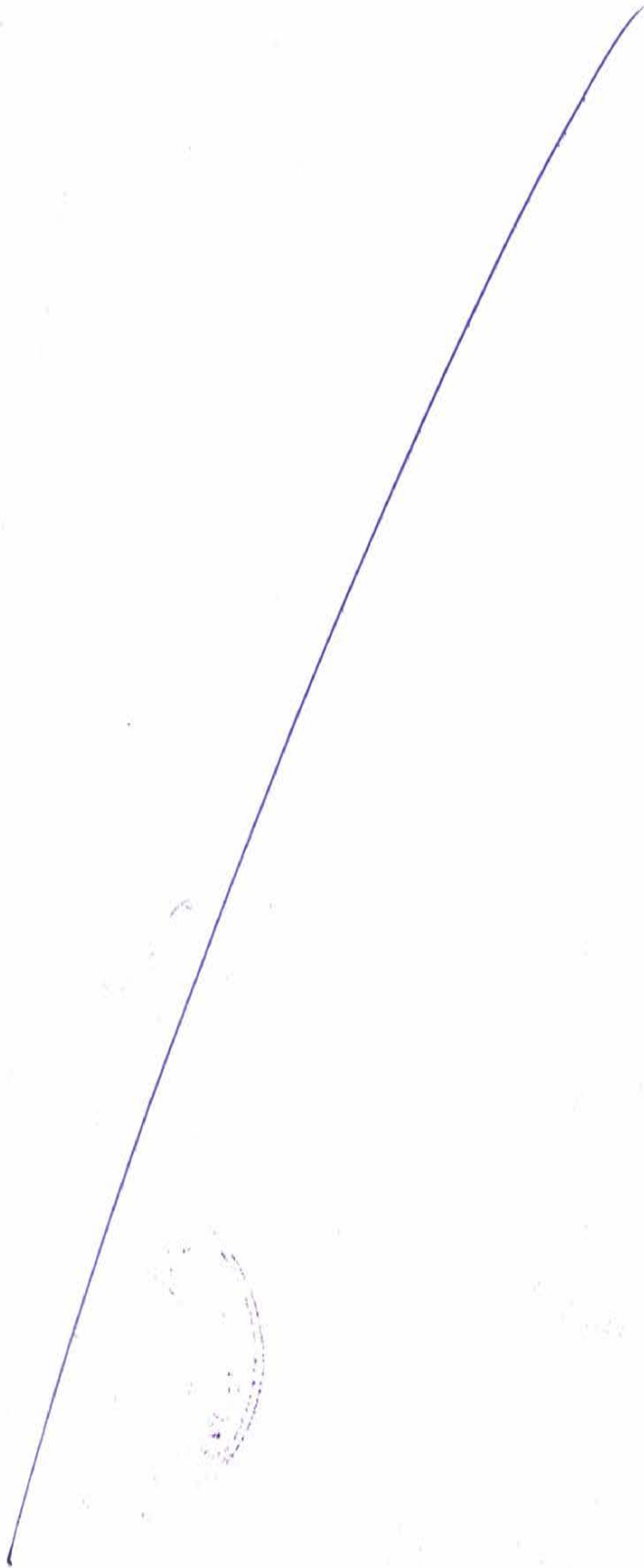


14 JUL 2017

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

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COMPANY PROFILE



SHAH & PARIKH

ENGINEERS & CONTRACTORS

REGD. OFF.: MALAVIYA ROAD CHS LTD. PLOT 262-A, VALLABH NIWAS
2/2, MAL VIA ROAD, VILE PARLE (E), MUMBAI 400 057.

TEL.: +91-22-2617 4726

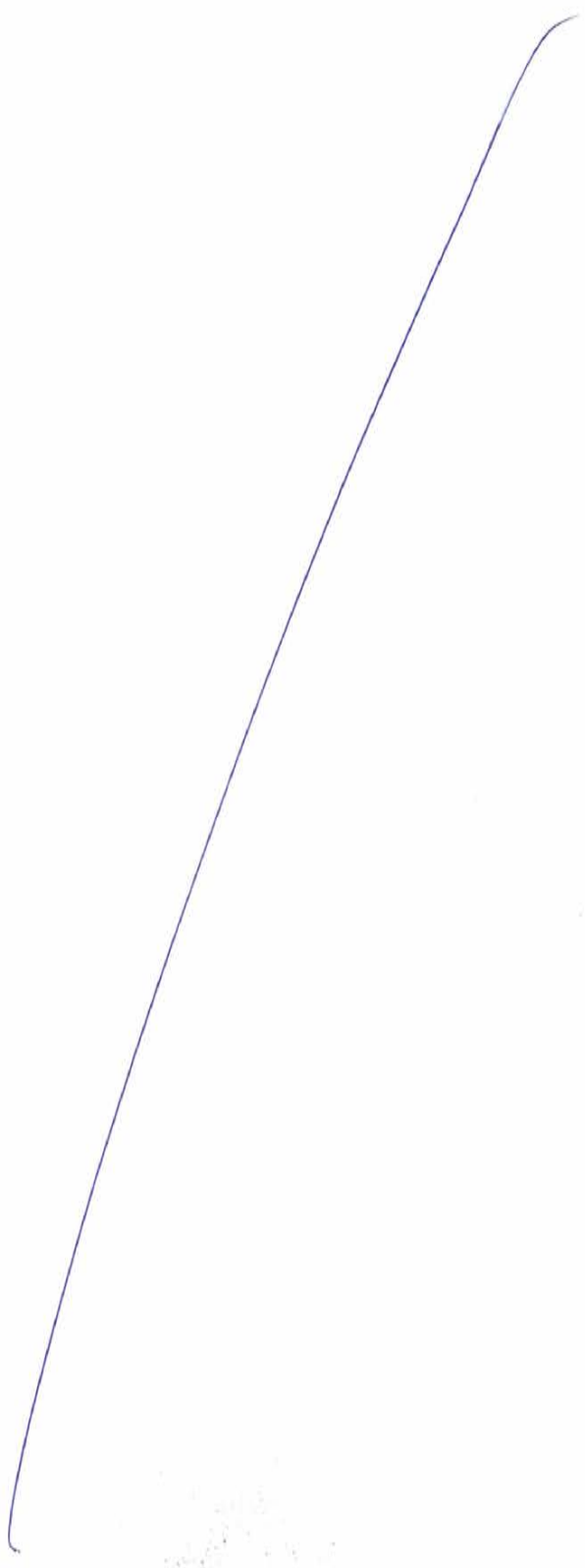
EMAIL: shahandparikh@gmail.com



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OUR VISION

We believe in providing the best quality product and services in keeping with the development needs and to be renowned construction and building enterprise committed to quality timely completion, customers satisfaction continuous learning.

ABOUT US

Shah and Parikh were established Oct 1990 by Shri Rajmal Poonamchand Shah, Shri Jayantilal Laherchand Shah and Shri Upendra Nagindas Parikh.

Shri Jayantilal L Shah is an energetic, experience in construction field since 1972 like, Roads, Building, SW Drain, Bridges, Sewer Projects, Hydraulic Engineering work. He is fully conversant with civil works. The company is specialized in Roads construction segment and other civil work.

PEOPLE

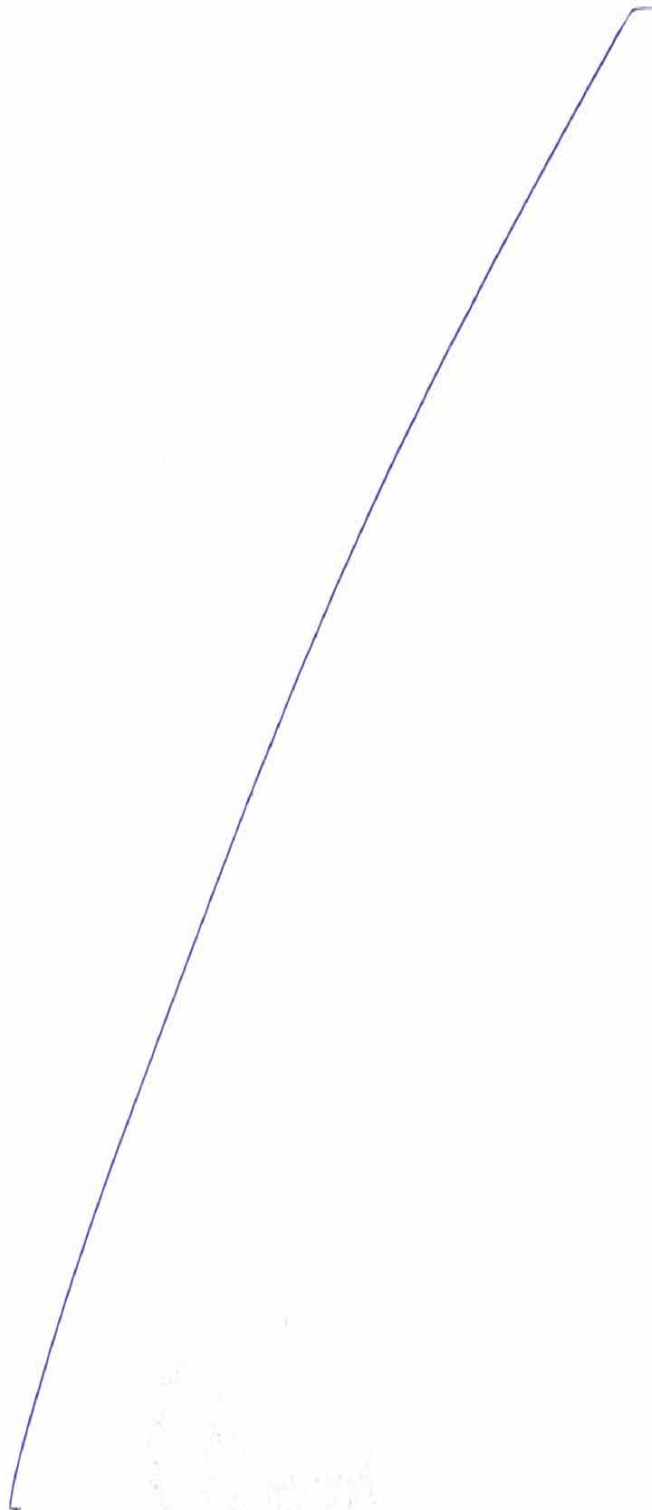
The company has been a relentless driving force for almost 25 years coupled with visionary engineers engaged in the company.

The company has set eyes on up brining the growth with its dedicated engineers and supervisor comprising experience people under stewardship of Mr. Jayantilal L Shah. Team boast of technically qualified personnel who are endeavor the best efforts in achieving the company vision.



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SHAH AND PARIKH

1) Company Profile

The company was established Oct 1990 as contracting company as M/s Shah and Parikh with three partners viz. 1) Mr. Rajmal Poonamchand Shah 2) Mr. Jayantilal Laherchand Shah and 3) Mr. Upendra Nagindas Parikh.

Mr. Rajmal Poonamchand Shah was an experience in civil work since 1966 and Shri Jayantilal Shah is an experience in civil work since 1972 whereas Shri Upendra Nagindas Parikh is a degree civil engineer with experience in civil work like roads, drain, bridges, sewerage project, water works etc.

The company is involved in the Infrastructure Development Project of Greater Mumbai Municipal Corporation and Thane Municipal Corporation.

In respect of Project Management, Resources, Organization of Financial viability, Technical Personnel, Methodology on Execution and machineries we are capable of being eligible contestant to other.

Now, the company is having three partners viz. 1) Shri Jayantilal Laherchand Shah 2) Smt. Smita Upendra Parikh and 3) Smt. Hetal Nitin Shah.

Shri. Jayantilal Laherchand Shah is and experience eminent and hard working person in civil field since 1972. While Smt Smita Upendra Parikh is Science graduate and Smt Hetal Nitin Shah is Commerce graduate.

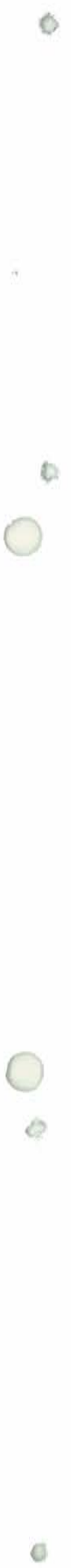
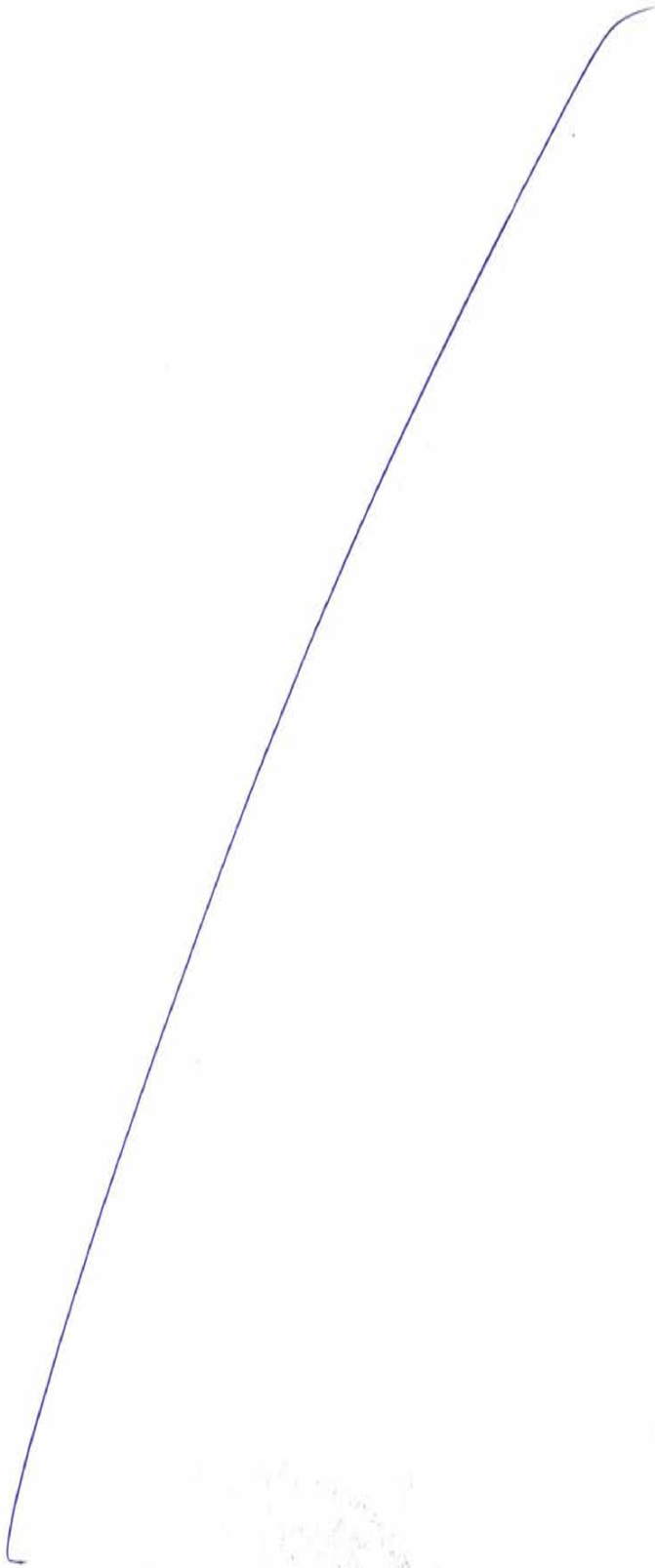
They are also involved actively for upbringing the company.



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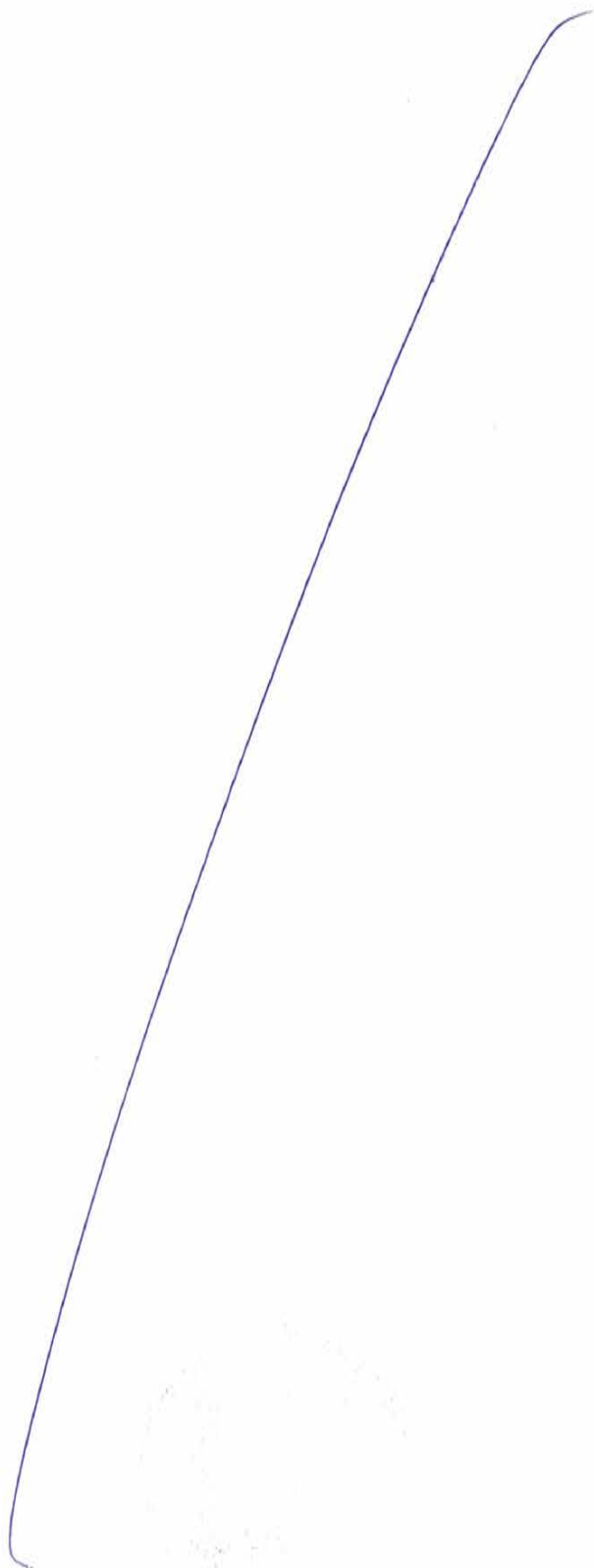
Sr. No	NAME	SHAH & PARIKH
1	BUSINESS ACTIVITIES	Construction of Roads, S.W. Drains, Bridges, Water Pipeline Building construction.
2	PERSON WHO STARTED THE COMPANY	1. Mr. Rajmal Poonamchand Shah 2. Mr. Jayantilal Laherchand Shah 3. Mr. Upendra Nagindas Parikh
3	PRESENTLY THE COMPANY'S PARTNERS	1. Mr. Jayantilal Laherchand Shah Mobile No: 9820048359 Email ID: jayanti@rpsinfra.com 2. Mrs. Smita Upendra Parikh 3. Mrs. Hetal Nitin Shah
4	COMPANY NAME	SHAH AND PARIKH
5	COMPANY ADDRESS & CONTACT DETAILS	262-A, Vallabh Niwas No.2, Malaviya Road, Vile Parle (East) Mumbai - 400 057.
6	GOVERNMENT ORGANIZATION DEALING WITH	1) Municipal Corporation of Greater Mumbai. 2) Thane Municipal Corporation.
7	COMPANY E-MAIL ID	shahandparikh@gmail.com
8	PAN CARD	AAJFS4684D

In near future our patronage will definitely accelerate the construction sector especially Infrastructure Development of our company.



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AT-001

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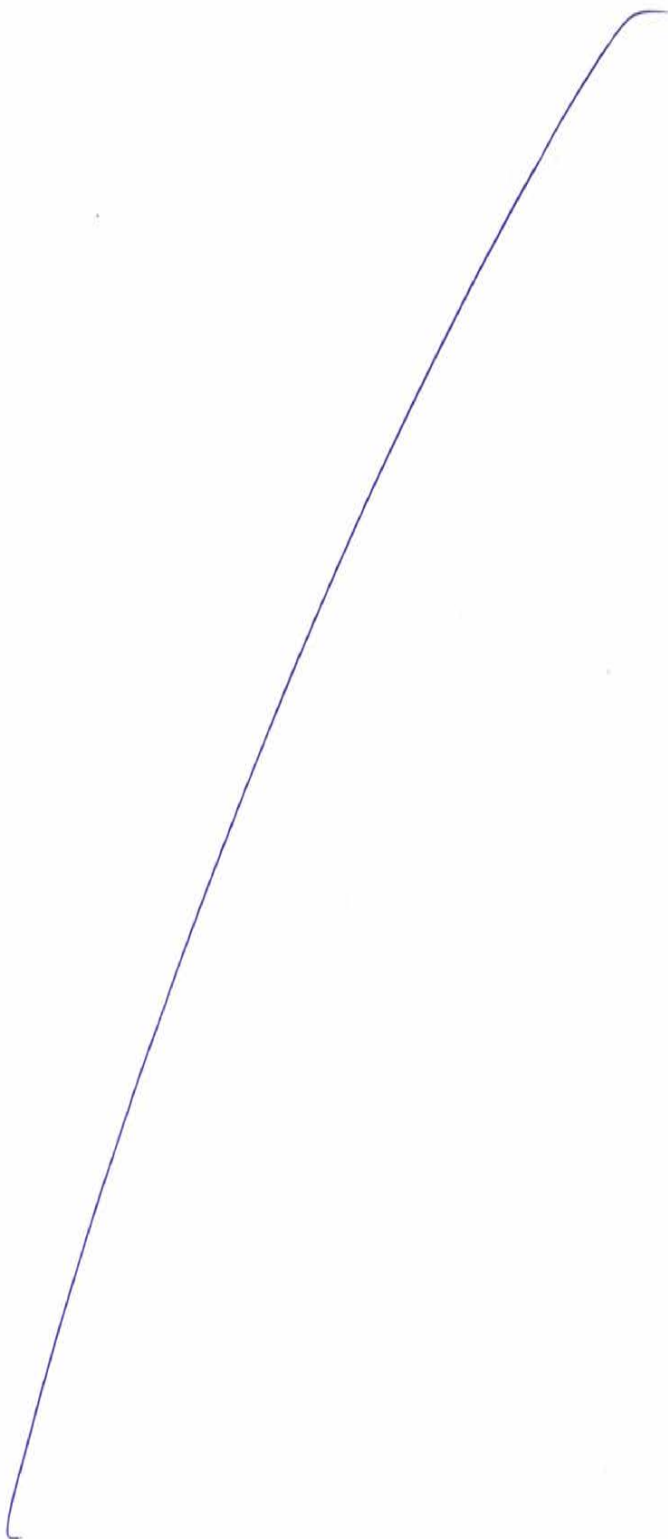
Roads & Building Works Carried Out

Sr. No.	Name of the Project	Name of the Employer	Actual cost of work done
1	AC-74 Strengthening & Improvement of roads with mechanised mastic in city division A&D Ward	MCGM	24,07,94,958/-
2	AC-80 Improvement of Laxmibai jagmohandas Road (Nepeansea road) with Mechanized Mastic in D ward.	MCGM	13,58,63,564.00
3	AW-76 Improvement of various roads in Asphalt in western suburbs (part- II)	MCGM	98,17,82,227.12/- (shah and parikh 49% ie 48,10,73,291/-)
4	Renovation of major junctions by Mastic Asphalt within Thane corporation limits	TMC	18,90,12,220.54
5	AC-61 Strengthening & Imp. Of roads with asphaltting treatment in A Ward	MCGM	10,25,22,956.00
6	CWC Building repair works in city, western and eastern subs from 01.04.2008 to 31.03.2010 Petty road repair works in city eastern & western subs and petty storm water drain repair works in eastern & western subs during the period from 01.04.2008 to 31.03.2010 ward P/North Unit 21	MCGM	11,41,90,815.00
7	AE-4 Widening & Imp. Of various roads in N Ward	MCGM	11,35,43,894.20
8	AE-1 Widening & Imp. Of various roads in L Ward	MCGM	13,28,00,000.00
9	C-227 Concreting of (1) Capt. Prakash Pethe Marg from Nathalal Parekh Marg Jn. up to Sadhu Waswani Rd in 'A' ward (2) Shahid Bhagatsingh Marg from existing C.C. Rd i.e. Garden Rd Jn. up to Pandey Chowk in 'A' ward	MCGM	12,10,81,523.00
10	C-231 Concreting of Anik Wadala from Ganesh Nagar to Bhakti Park and from Bhakti Part to ISBT culvert including SWD and other works in F/N Ward	MCGM	193659537.80 = Shah & Parikh (49% 94893173.52)
11	A-38 Improvement of roads in Asphaltic Material (1) Anandilal Podar Marg in 'A' Ward (2) J.S.S Rd from Metro Jn. to Shamaldas Gandhi Marg in 'C' ward (3) Kalbadevi Rd from Metro Jn. Shamaldas Gandhi Rd in 'C' ward (4) Shamaldas Gandhi Marg from M. K. Road to Kalbadevi Rd in 'C' ward (5) M. G. Rd from Metro Jn. to Regal Rotary in 'A' ward (only footpath)	MCGM	3,70,19,847.85
12	CWC Building repair works & its allied work etc. in city, western and eastern subs from 01.04.2010 to 31.03.2012 & Petty road repair works in city eastern & western subs and petty storm water drain repair works in eastern & western subs during the period from 01.04.2010 to 31.03.2012	MCGM	10,57,52,371.00
13	W-258 Sealing of joints in old cement concrete road pavements in W.S & E.S area (2011-12)	MCGM	1,95,81,450.00
14	AW-60 Improvement of various minor roads in asphalt of H/E ward in W.S.	MCGM	8,82,82,867.00



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Work In Hand

Sr. No.	Description of work	Name & Address of Employer	Value of contract in Rs
1	AE-52: Improvement of various roads in Flexible Pavement in 'L' ward of Eastern Suburbs.	MCGM, Ch.Eng. Rds. & Tr.	35,60,07,653.00
2	Civil Works Contract for (i) Petty building repair and its allied works including slum improvement works in City, Western Suburbs and Eastern Suburbs (ii) Petty storm water drain repair works in Western Suburbs and Eastern Suburbs for the period from 01.01.2015 to 31.03.2017"	MCGM, Ch. Engg. (B M)	6,00,00,000.00



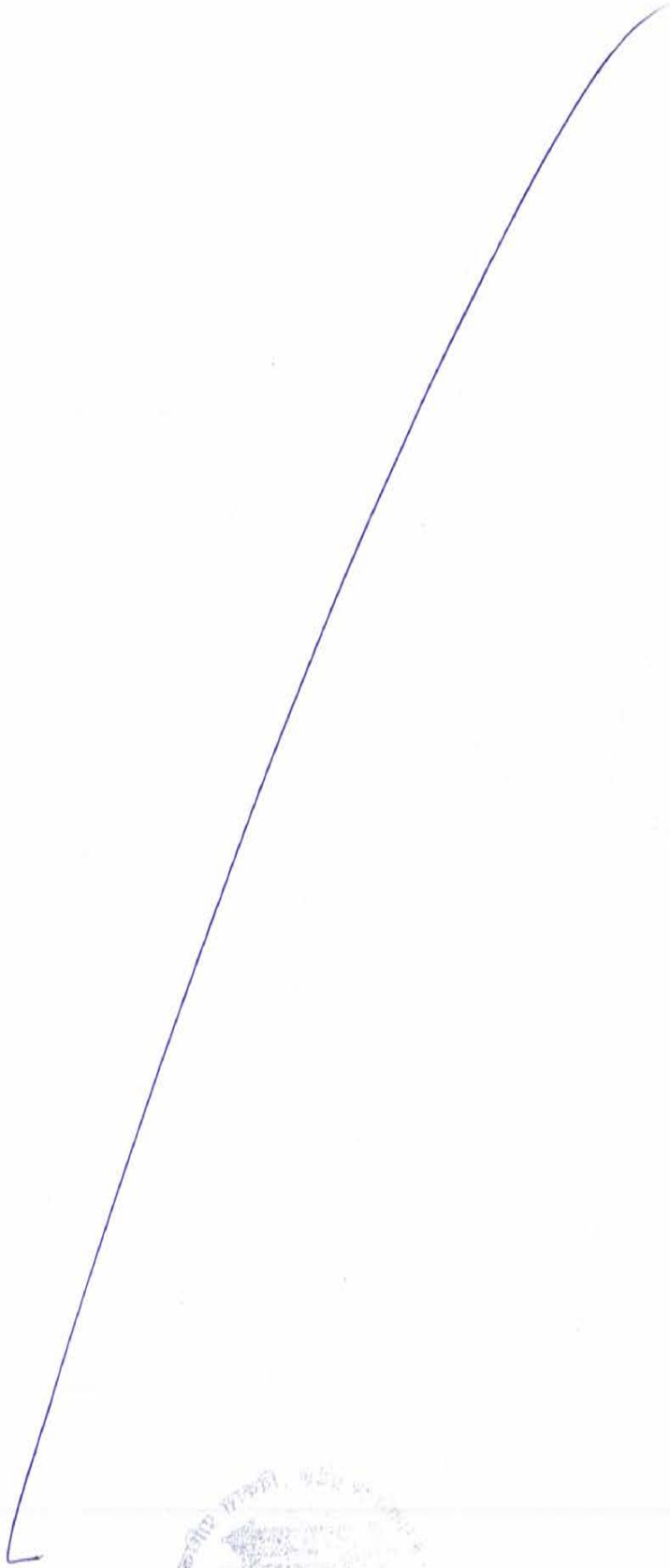
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Technological Asstes					
Sr. No.		Equipment	Nos.	Owned	R.C Book Nos/ Invoice No.
1	1	Vibratory Roller (10 T)	5	YES	158/11-12
	2			YES	JPC-O76
	3			YES	029/13-14
	4			YES	027/13-14
	5			YES	028/13-14
2	1	JCB	4	YES	MH43- 593
	2			YES	MH43 -2139
	3			YES	MH04B9462
	4			YES	MH04B5551
3	1	Poclain	3	YES	L & T, 90-3
	2			YES	026/13-14
	3			YES	007/12
4	1	Dumpers	8	YES	MH-43-E-4206
	2			YES	MH-43-E-4207
	3			YES	MH43U6157
	4			YES	MH43E4483
	5			YES	MH43E6987
	6			YES	MH43E6985
	7			YES	MH-43-E-6986
	8			YES	MH43E6984
5	1	Compressor	1	YES	
6	1	Dewatering pumps	5	YES	



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