



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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Package-2 DAEWOO – TPL Joint Venture

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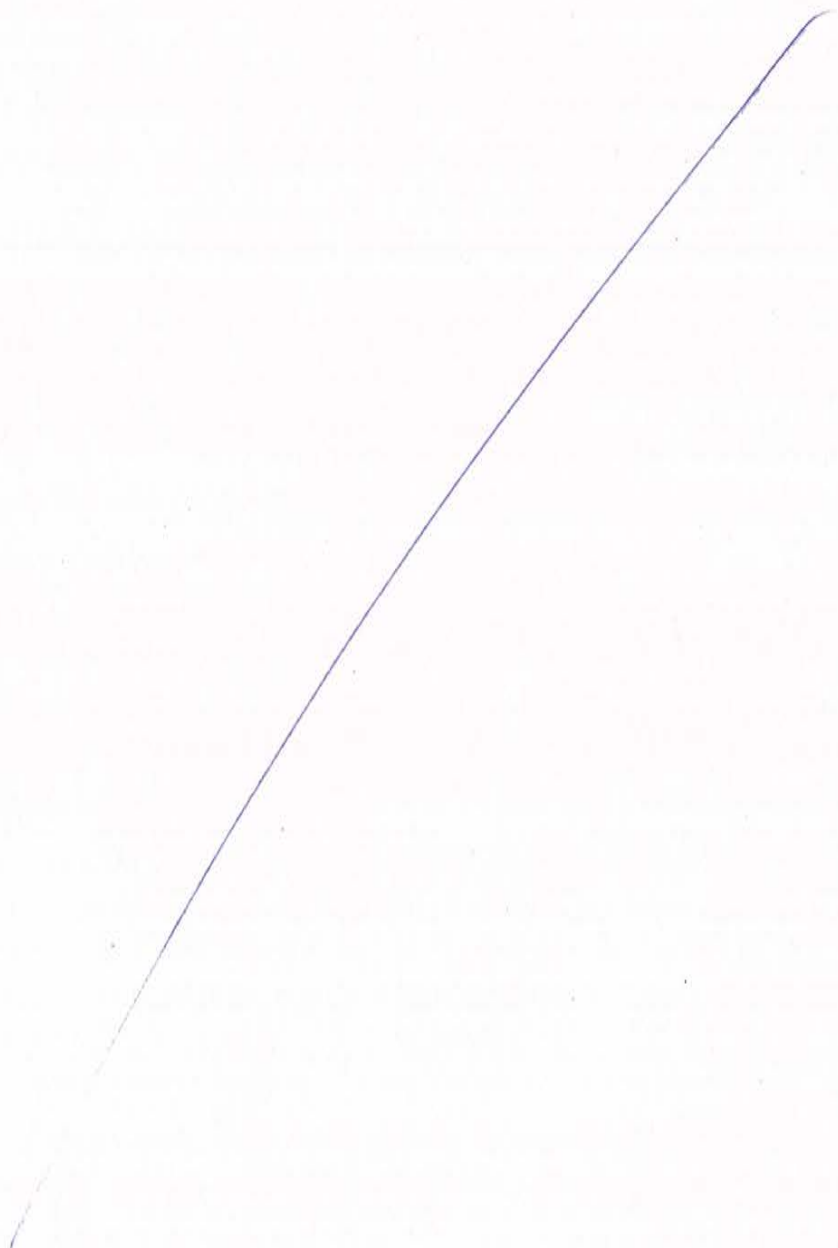
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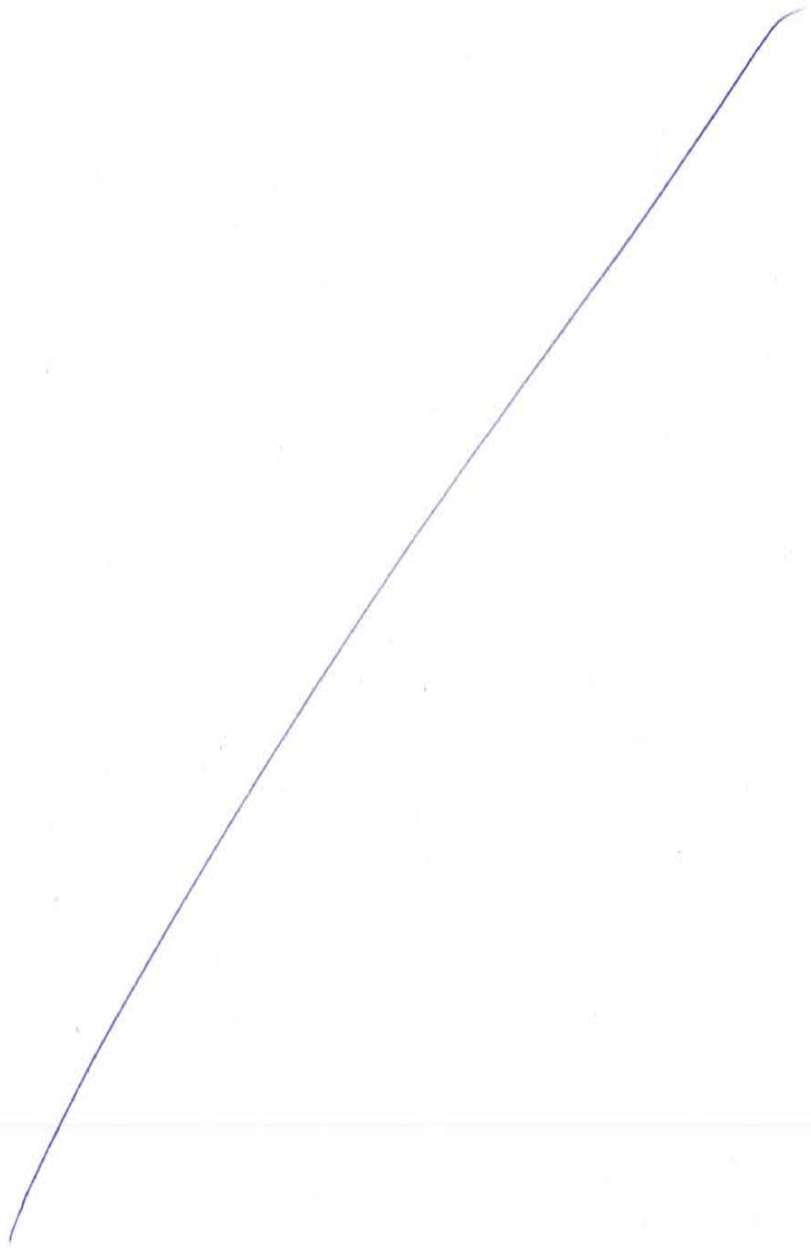


Daewoo-TPL JV



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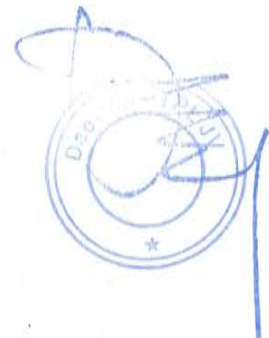
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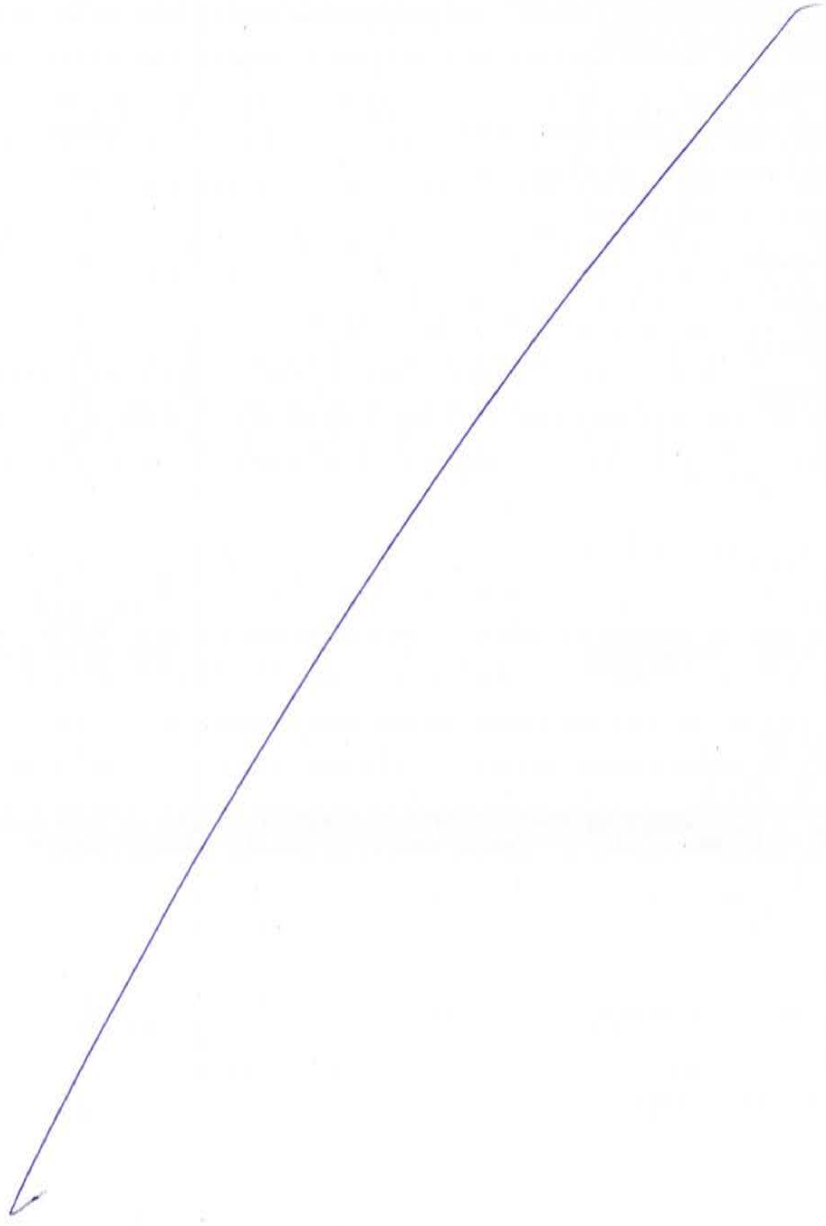
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Daewoo-TPL JV





**MUMBAI METROPOLITAN REGION DEVELOPMENT
AUTHORITY**

MMRDA eTendering System - All Receipts Summary

252

Bid Preparation Receipt

Receipt Number: 5360
Description

Dear User,

You have successfully completed your Bid Preparation and submitted the Bid Hash for Tender No MMRDA/ENG1/000753 on MMRDA eTendering System <http://etendermmrda.maharashtra.gov.in>. You need to transfer the control of your bid after the tender is closed. Please refer tender schedule for details. You can rework your bid till the end date and time of Bid Preparation by clicking on Proceed button in Actions. If you rework your Bid you should make sure that you submit the revised bid hash till the expiry of Bid Preparation Schedule.

Bid Hash Submission Receipt

Tender No: MMRDA/ENG1/000753

Name of Work: Mumbai Trans Harbour Link Project CONTRACT Package-02

Company Name: Tata Projects Ltd.

User Name: tataprojects

Hash Submission Time: 18/07/2017 09:18 AM

Hash Value:

Envelope A- Tender Fees EMD:

c95881d41a12c2334aac36fa18a911f5

Envelope B - Technical Bid:

04d5dc690601bbebea5d40d2bb0a0467

Envelope C - Financial Bid:

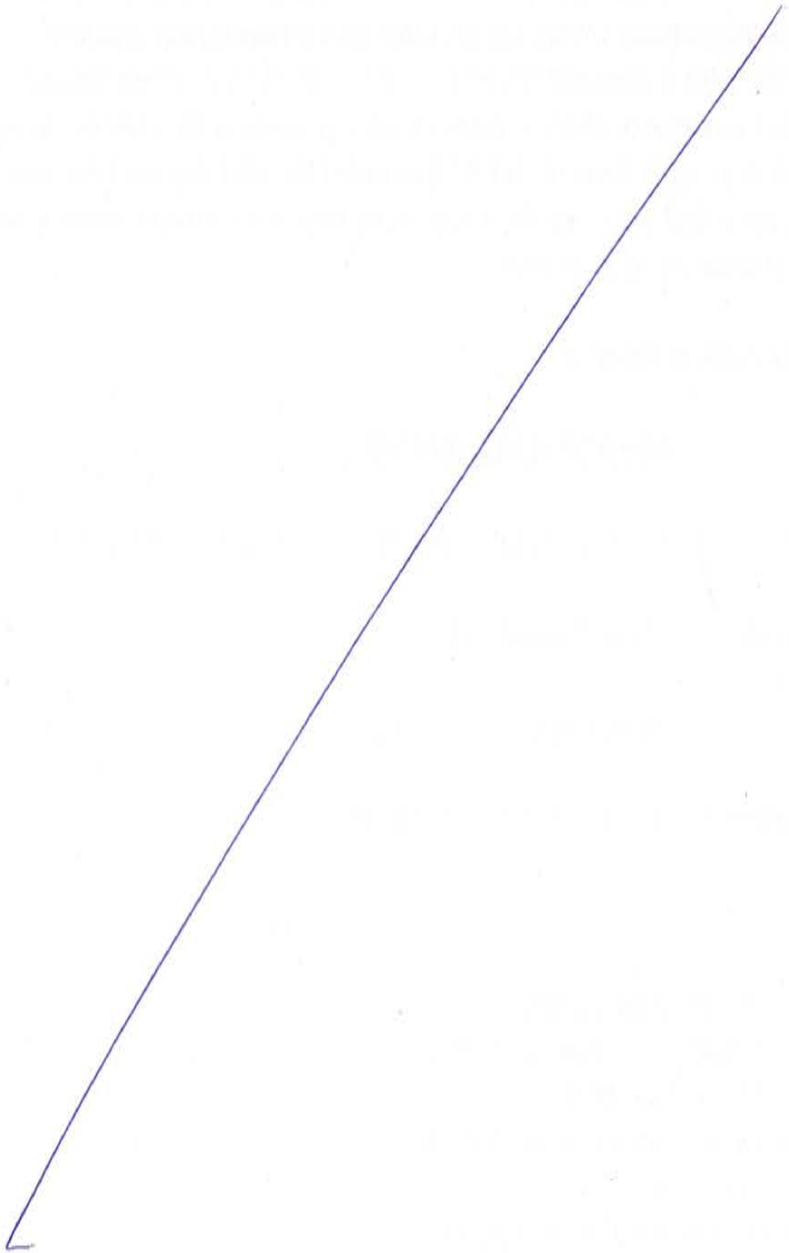
2ceb3d00f0122d4a81fe9b874a18ba22

Thanking You,

MMRDA eTendering System



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**Mumbai Trans Harbour Link Project
Package II**

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COVER LETTER

DAEWOO – TPL (JV)

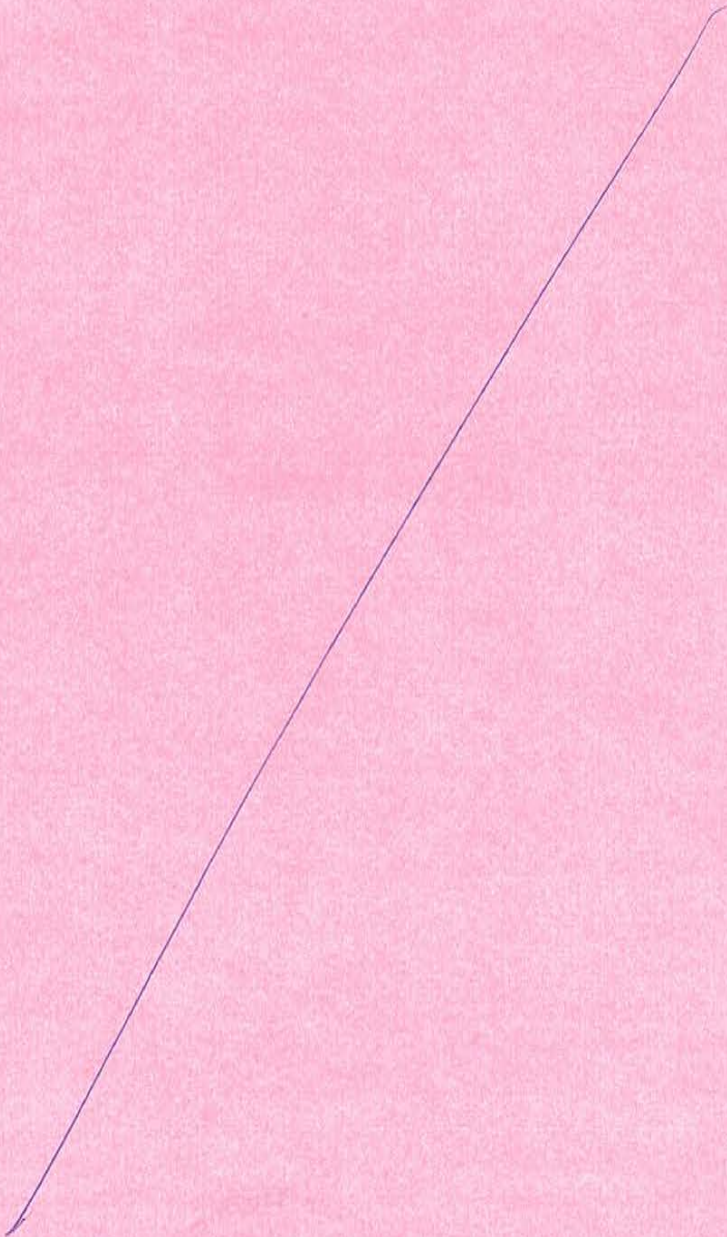


**Mumbai Metropolitan
Region Development
Authority**

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

2532

5293





**Mumbai Trans Harbour Link Project
Package II**

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Daewoo-TPL JV/UI-RBP/MMRDA/MTHL-II/03/803

17th 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-400051
Maharashtra
India.

Sub:- Tender Submission for "Contract: 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.

Dear Sir,

We are pleased to submit our bid in two packets "Technical Bid" and "Price Bid" in line with tender condition.

Kindly acknowledge the receipt.

Thanking you,

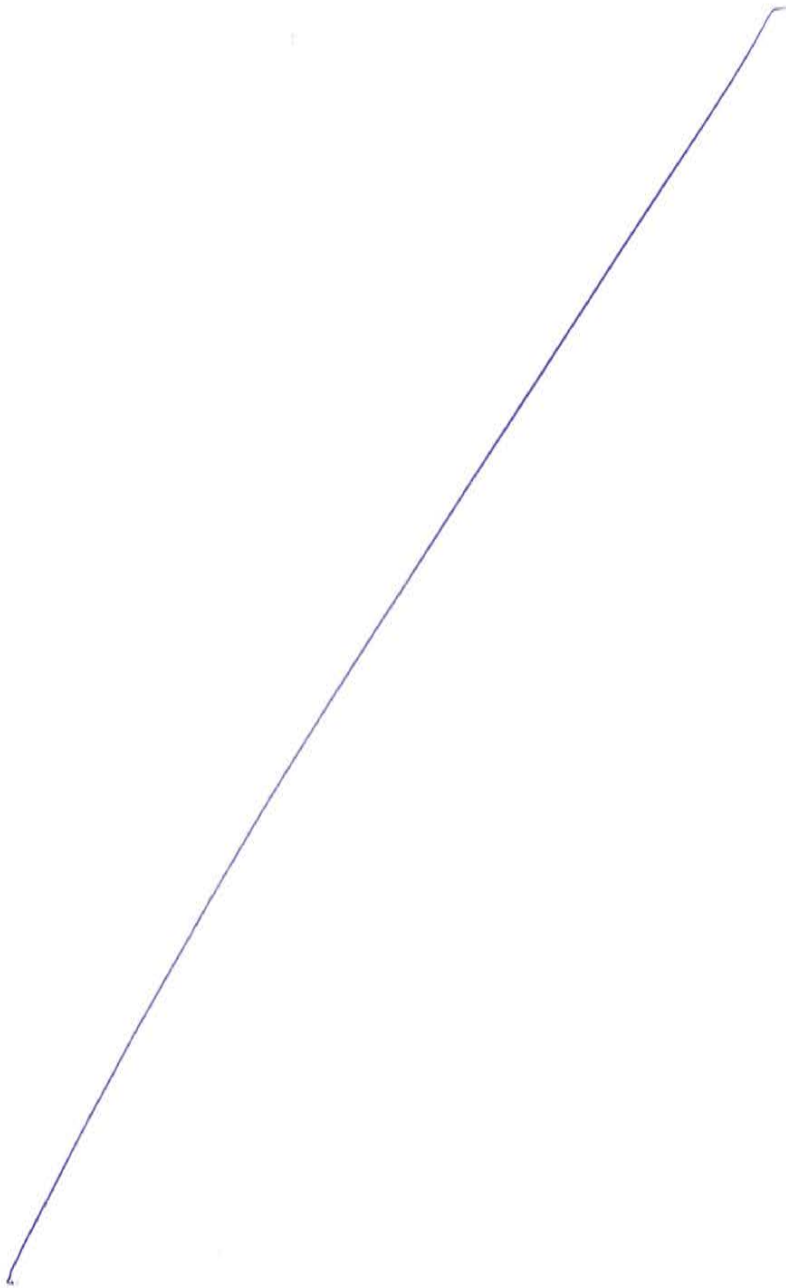
For Daewoo - TPL JV

Authorized Signatory



**Mumbai Metropolitan
Region Development
Authority**

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





Mumbai Trans Harbour Link Project
Package 2 - 2533

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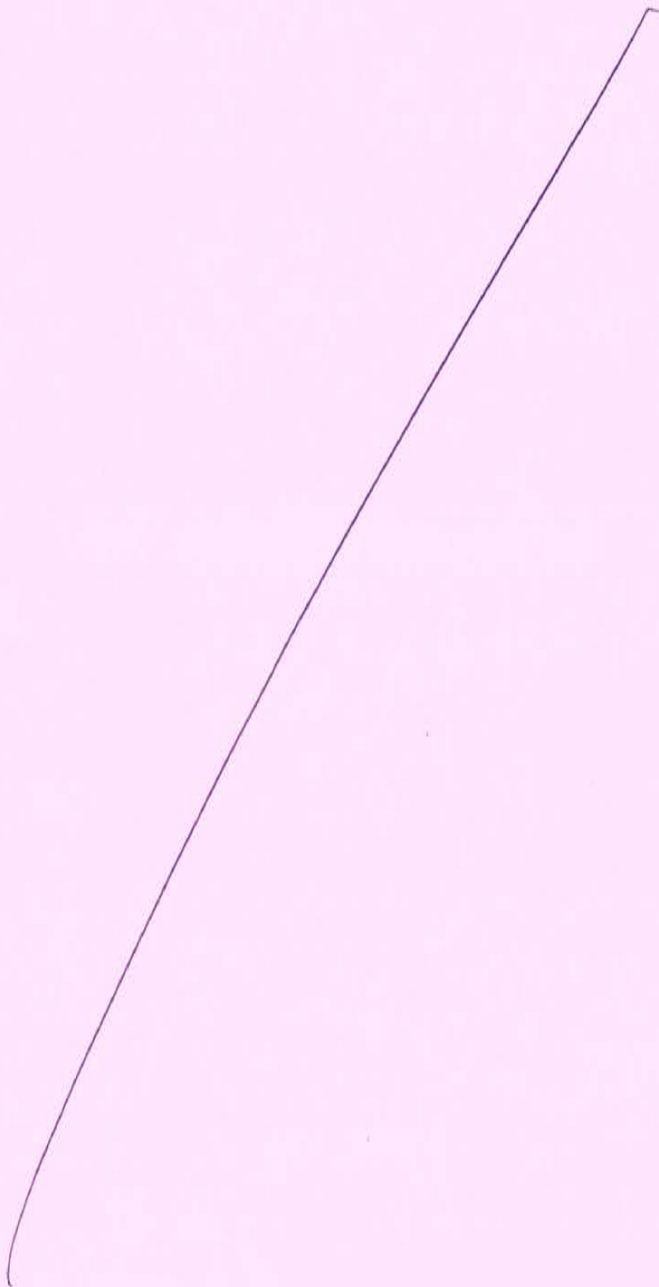
LETTER OF TECHNICAL BID

DAEWOO – TPL (JV)



Mumbai Metropolitan
Region Development
Authority

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





Mumbai Trans Harbour Link Project
Package II



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

17th July, 2017

Letter of Technical Bid

Date: 17th July, 2017

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

IFB No.: MMRDA/ENG1/000753

To: Mumbai Metropolitan Region Development Authority

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents for Package- 2 (Construction of a 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay including Shivaji Nagar Interchange) of the Mumbai Trans Harbour Link Project (hereinafter called "the Project"), including the following Addenda issued in accordance with Instructions to Bidders (ITB 8):

- Addendum No.01 dtd. 01/06/2017
- Addendum No.02 dtd. 01/06/2017
- Addendum No.03 dtd. 22/06/2017
- Addendum No.04 dtd. 22/06/2017
- Addendum No.05 dtd. 07/07/2017

(b) We, including any Subcontractors/manufacturers, for any part of the Package-2 Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;

(c) We, including any Subcontractors/manufacturers, for any part of the Package-2 Contract, have no conflict of interest in accordance with ITB 4;

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

(e) We fully understand and unconditionally accept your (Employer's) method for award decision-making that prequalified Bidders have been selected (separately for individual Packages-1, 2 and 3) and these prequalified Bidders will be free to bid for any number of packages (in the respective packages in which the Bidders have been prequalified). The Employer has decided that no Bidder will be awarded more than two contracts. Combination of Packages-1 & 3 or Packages-2 & 3 is permissible for award. This decision would be made on the basis of the lowest responsive price bid combination for all three (3) Contract packages. In any case, the same Bidder shall not be awarded combination of Packages-1 & 2. A Bidder shall be allowed to bid for any contract for which he is prequalified. A Bidder's aggregated award capacity (including Subcontractors) will be determined during Bid evaluation when additional information will be assessed such as (i) current contract commitments, (ii) cash flow capacity, (iii) equipment to be allocated, and (iv) personnel to be submitted. We also accept that, in BF-4 Section IV. Bidding Forms this method, the lowest price Bidder of each Package is not necessarily the successful Bidder for that Package.

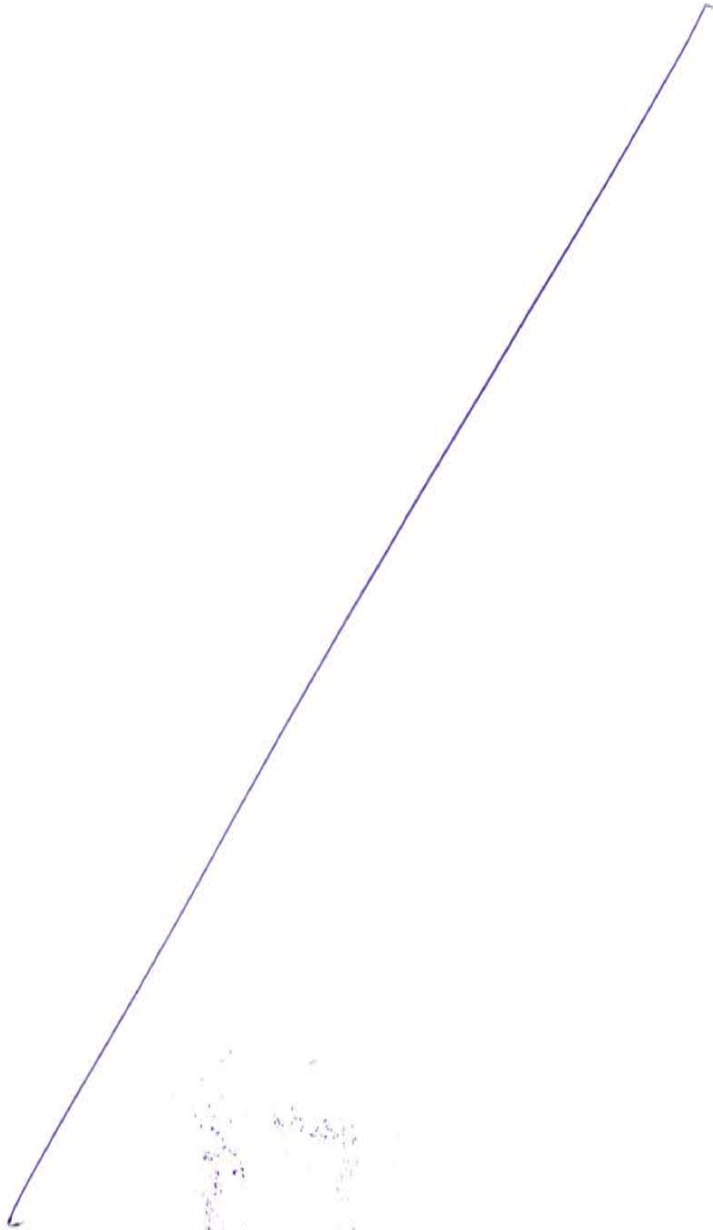
(f) Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) We are not participating, as a Bidder or as a Subcontractor/manufacturers, in more than one Bid in this Package-2 bidding process in accordance with ITB 4.2 (c); and



Mumbai Metropolitan
Region Development
Authority

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





Mumbai Trans Harbour Link Project
Package II

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(h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder: *Daewoo-TPL JV*

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

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

Signature of the person named above: _____

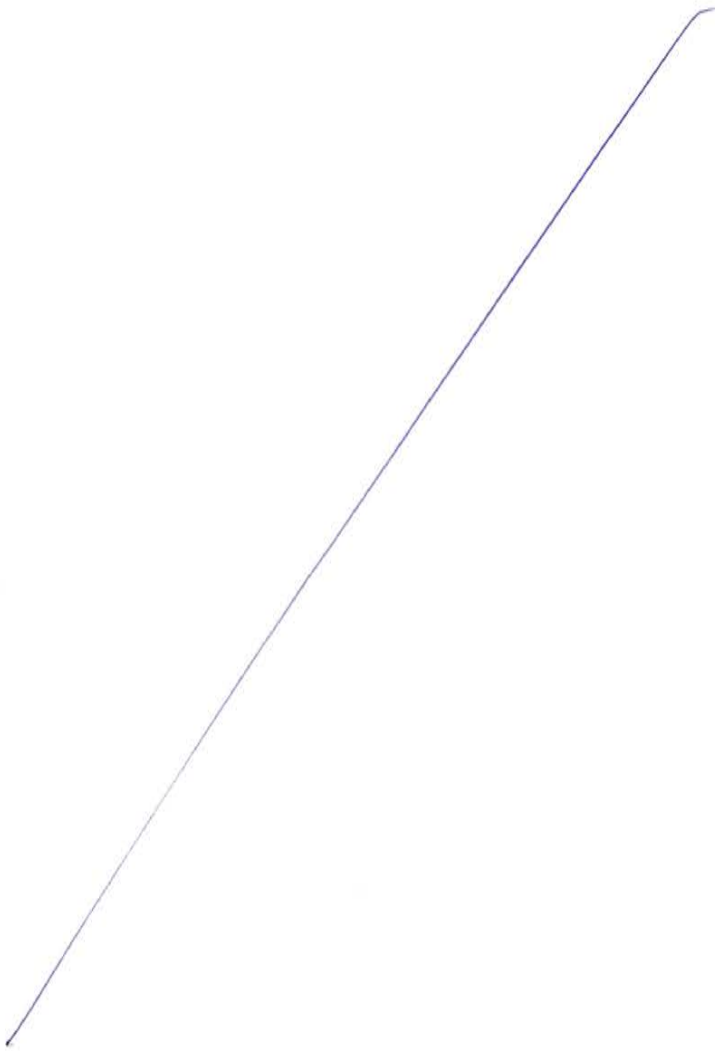
Date signed: 17th day of July, 2017.



Mumbai Metropolitan
Region Development
Authority

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

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Mumbai Trans Harbour Link Project
Package 2
2541

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BID SECURITY – BANK GUARANTEE

DAEWOO – TPL (JV)



Mumbai Metropolitan
Region Development
Authority

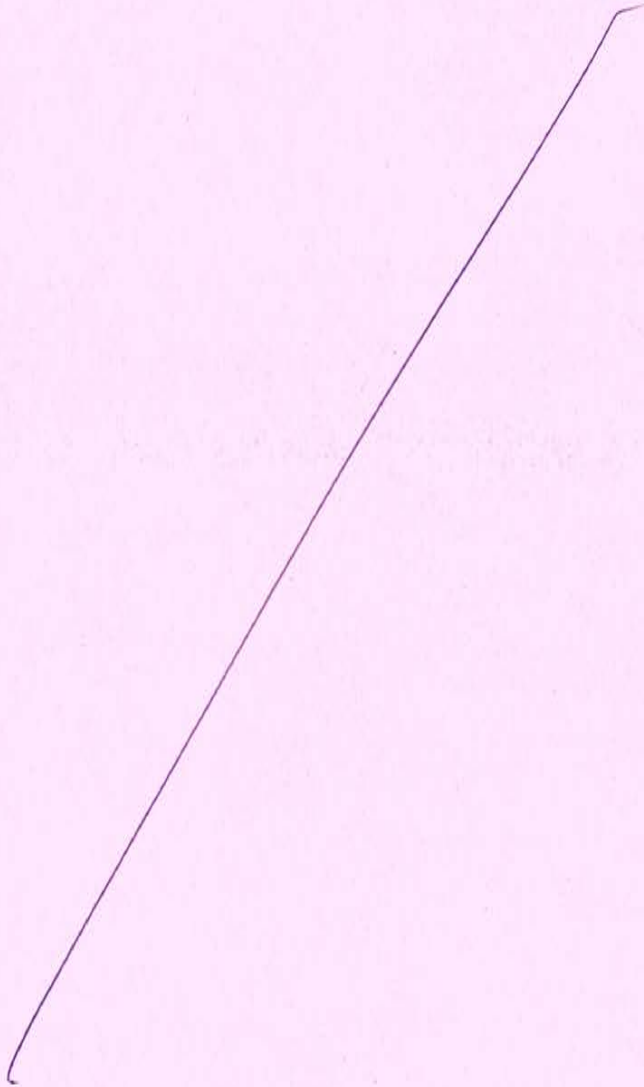
Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 –
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)

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STATE BANK OF INDIA
INDL, FINANCE BRANCH, HYDERABAD
6-3-1109/1, Raj Bhavan, Road
Somajiguda, HYDERABAD

TEL NO : 040 – 2314 7217: 23147262
FAX NO.91-42340 2837
SWIFT NO.SBININBB144
PIN CODE : 500 082

MUMBAI METROPOLITAN REGION
DEVELOPMENT AUTHORITY, 2ND FLOOR,
NEW OFFICE BUILDING BLOCK-E,
BANDRA KURLA COMPLEX, BANDRA, MUMBAI

14 JUL 2017

DEAR SIRs,

GUARANTEE NO.	:	0910317BG0000729
AMOUNT OF GUARANTEE	:	INR 98,00,00,000/-
GUARANTEE COVER FROM	:	14.07.2017 TO 28.02.2018
LAST DATE FOR LODGEMENT OF CLAIM :		28.02.2018

This deed of Guarantee is executed by the State Bank of India, Constituted under the State Bank of India Act, 1955, having the Central office at Nariman Point, Mumbai and amongst other places. A Branch at Industrial Finance Branch, Hyderabad herein after referred to as "The Bank") . In favour of Mumbai Metropolitan Region Authority, Mumbai (Hereinafter referred to as "Beneficiary") for an amount not exceeding INR98,00,00,000/- (INR Ninety Eight Crores Only)

At the request of Daewoo – TPL JV and the guarantee and the counter guarantee remain in full force upto 28.02.2018 and can not be invoked otherwise than by written demand or claim under this guarantee served on the bank on or before the 28.02.2018.

Subject to as Aforesaid :

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to INR.98,00,00,000/- (INR Ninety Eight Crores Only).

Our guarantee shall remain in force until 28.02.2018. Unless a demand or claim under the guarantee is made on our bank in writing on or before 28.02.2018, all your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorised Signatory

For STATE BANK OF INDIA

उप महा प्रबंधक P5956
Deputy General Manager
Industrial Finance Branch, F.B., Hyd.

For STATE BANK OF INDIA

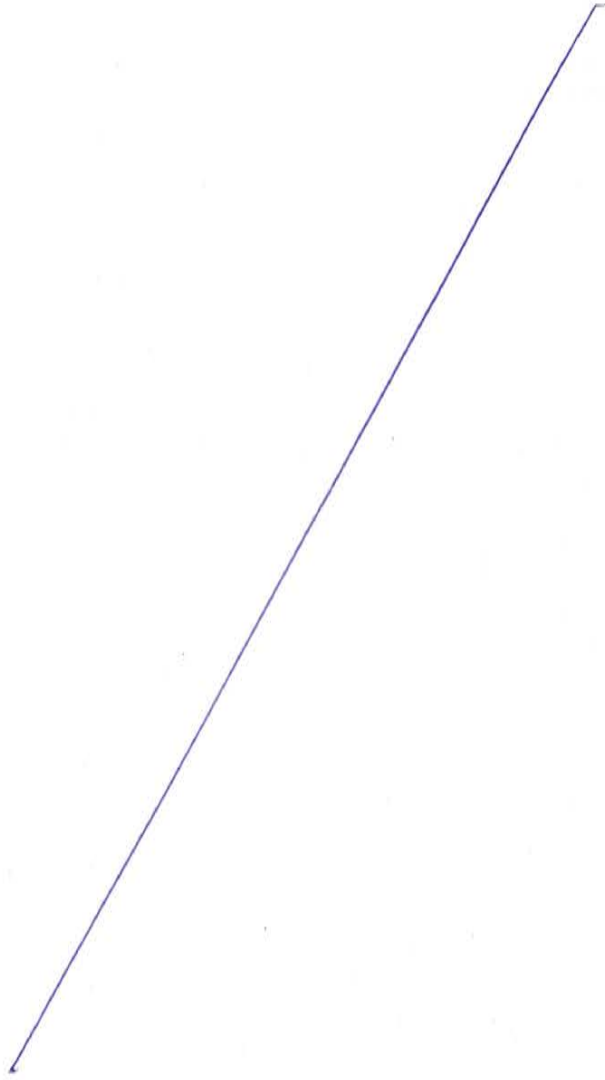
उप महा प्रबंधक
Authorised Signatory
इ. फे. शाखा, हैद./I.F.B., Hyd.

Please contact branch for e Trade SBI Facility – Internet Access to Trade Finance.

B.L. NARASIMHAM
S.S. No. AN-622
SBI, IFB-9103, Hyd.
Ph: 040-23147261

Along with original BG
duly discharged







తెలంగాణ తేలంగానా TELANGANA

S.No. 6347 Date 22/06/2017
 Name: E. RAMA RISHNA
 S/o: Satyam
 For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI K 787209
 Licensed Stamp Vendor
 No.22/98, R.No.16-07-045/2017
 City Civil Court Compound,
 East Marredpally, Secunderabad.
 P.No.6885278973



Form of Bid Security (Bank Guarantee)

[Use Guarantor letterhead or SWIFT identifier code]

Beneficiary: Mumbai Metropolitan Region Development Authority
 2nd Floor, New office Building, Plot No.R-05, R-06 & R-12
 Block – E, Bandra Kurla Complex, Bandra (East)
 Mumbai – 400 051

IFB No.: MMRDA/ENG1/000753
Date: 14 JUL 2017

BID GUARANTEE No.: 0910317 BG 0000 729

Guarantor: State Bank of India, Industrial Finance Branch, Somajiguda, Hyderabad – 500 082, India.



We have been informed that Daewoo – TPL JV, Hiranandani Knowledge Park, 11th Floor, Technology Street, Powai, Mumbai – 400 076 (hereinafter called “the Applicant”) will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the construction of Package-2 of the Mumbai Trans Harbour Link Project under Loan Agreement No. Mumbai Trans-Harbour Link Project (I) ID-P255.

కులె భారతీయ స్టేట్ బ్యాంక్
 For STATE BANK OF INDIA
M. Padma Latha
 ఉప ముఖ్య ప్రबंधక
 Deputy General Manager
 ఓ. కె. శాసనా, హైద./I.F.B., Hyd.

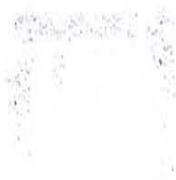
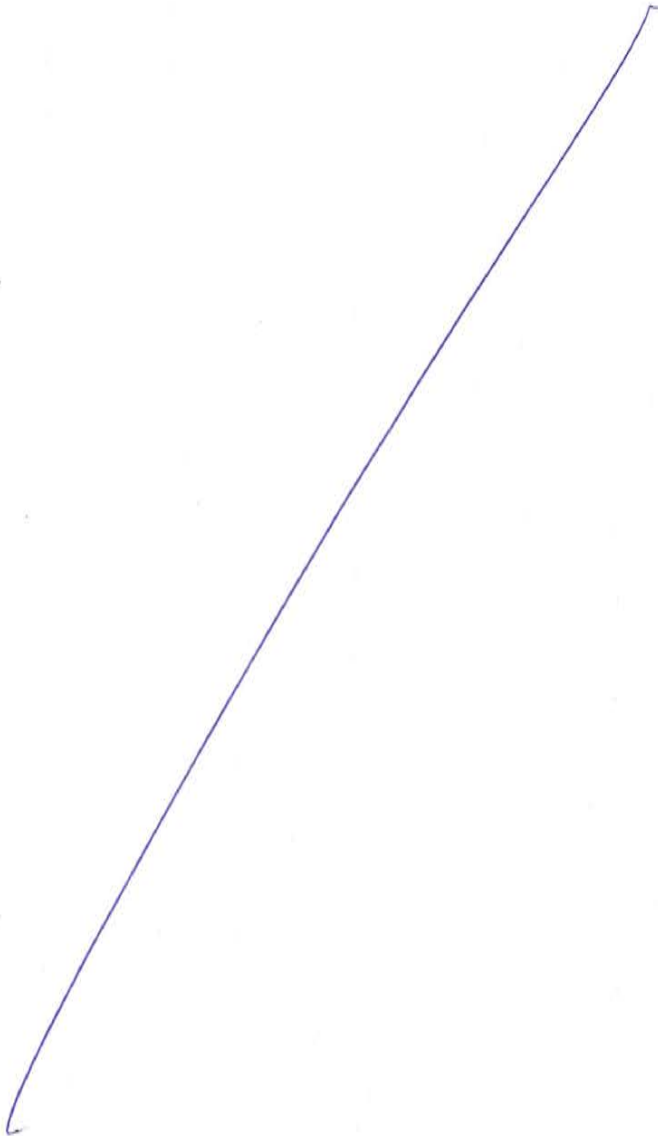
M. PADMA LATHA
 Asst. Manager, SS No. L-1494
 SBI, IFB-9103, Hyd.
 Ph: 040-23147274

కులె భారతీయ స్టేట్ బ్యాంక్
 For STATE BANK OF INDIA
L. Narasimhan
 ఉప ముఖ్య ప్రबंधక
 Deputy General Manager
 ఓ. కె. శాసనా, హైద./I.F.B., Hyd.

Page No.2



L. NARASIMHAN
 SS No. AN-62
 SBI, I.F.B-09103 Hyd.
 Ph: 040-23147261





తెలంగాణ తేలంగానా TELANGANA
 S.No. 6147 Date: 15/06/2017
 Name: E. RAMAKRISHNA
 S/o: Satyam
 For Whom: STATE BANK OF INDIA

M. Ramadevi
M. RAMADEVI K 787070
 Licensed Stamp Vendor
 No.22/98, R.No.16-07-045/2017
 City Civil Court Compound,
 East Marredpally, Secunderabad.
 P.No.8885278973

:2:

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of INR 98,00,00,000/- (Rupees Ninety Eight Crores only) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid (hereinafter called "the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement, or (ii) fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's Bidding Documents.



కృతే భారతీయ స్టేట్ బ్యాంక్
 For STATE BANK OF INDIA
M. Padma Latha
 उप महा प्रबंधक
 Deputy General Manager
 इ. के. शाखा, हैद./I.F.B., Hyd.

M. PADMA LATHA
 Asst. Manager, SS No. L-1494
 SBI, IFB-9103, Hyd.
 Ph: 040-23147274

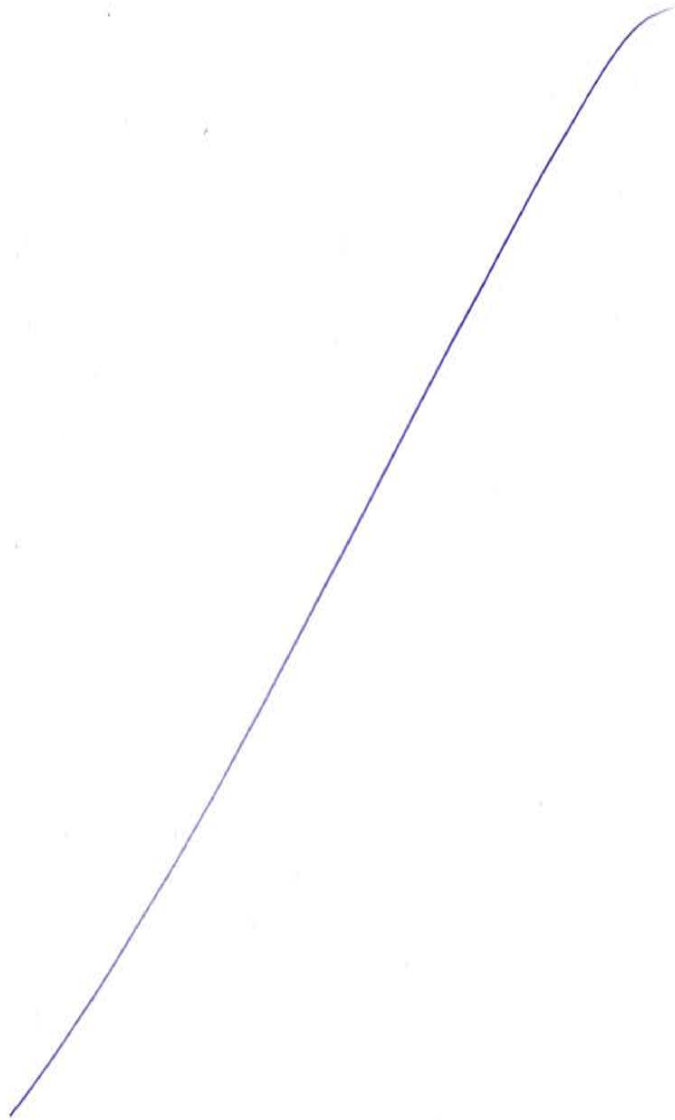
कृते भारतीय स्टेट बैंक
 For STATE BANK OF INDIA

उप महा प्रबंधक
 Deputy General Manager
 इ. के. शाखा, हैद./I.F.B., Hyd.

Page No.2

NARASTHAM
 No. AJJ-622
 SBI, I.F.B.-09103 Hyd.
 Ph: 040-23147274





:3:

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 (or subsequent ICC Publications) may be used.

"Notwithstanding anything contained hereinabove:

Our liability under this Bank Guarantee is restricted to **INR 98,00,00,000/- (Rupees Ninety Eight Crores only)**. This Bank Guarantee shall be valid up to **28th February 2018** and We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **28th February 2018**"

[signature(s)]

कुवे भारतीय स्टेट बैंक
For STATE BANK OF INDIA
M. Padma Latha
उप महा प्रबंधक
Deputy General Manager
इ. के. शाखा, हैद./I.F.B., Hyd.

M. PADMA LATHA
Asst. Manager, SS No. L-1494
SBI, IFB-9103, Hyd.
Ph: 040-23147274

[print name and title of signatory]

कुवे भारतीय स्टेट बैंक
For STATE BANK OF INDIA
B.L. Narastimham
उप महा प्रबंधक
Deputy General Manager
इ. के. शाखा, हैद./I.F.B., Hyd.



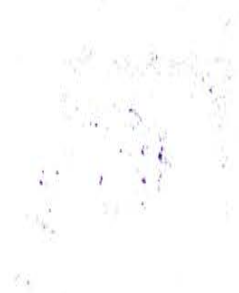
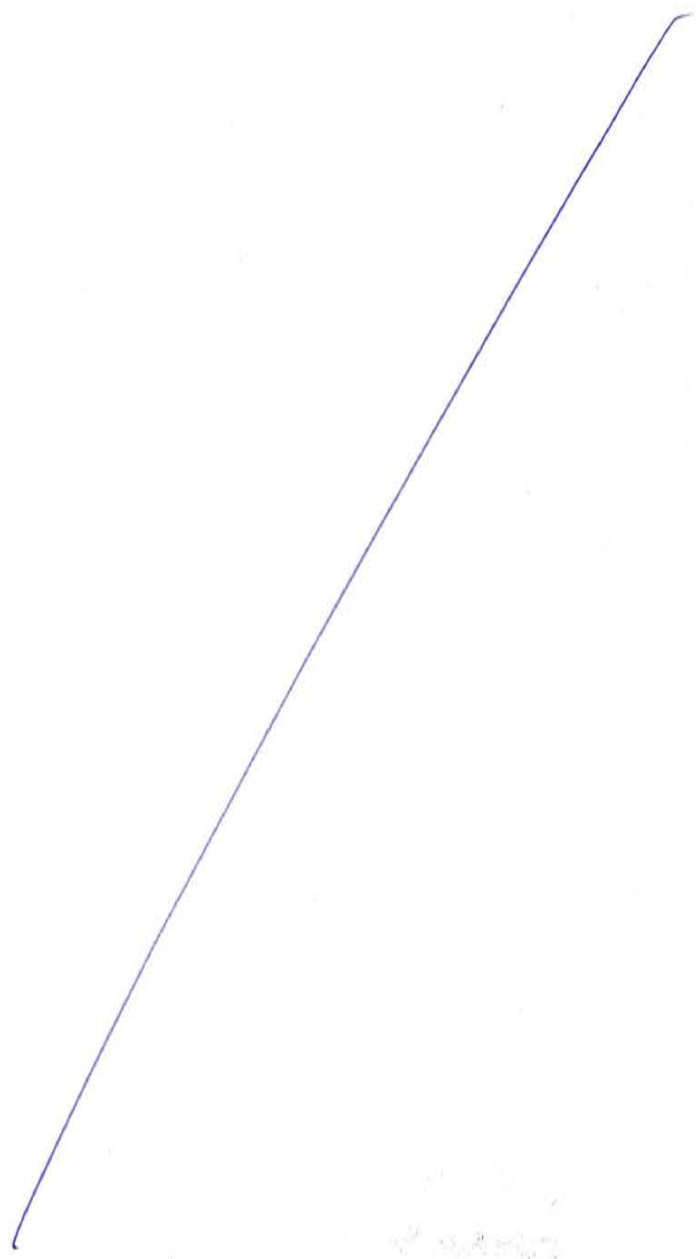
Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

B.L. NARASTIMHAM
SS No. AN-622
SBI, I.F.B-09103 Hyd.
Ph: 040-23147281



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Mumbai Trans Harbour Link Project
Package-II

11
TATA PROJECTS
Simplify.Create

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TENDER FEE AND TENDER PROCESSING FEE RECEIPTS

DAEWOO – TPL (JV)

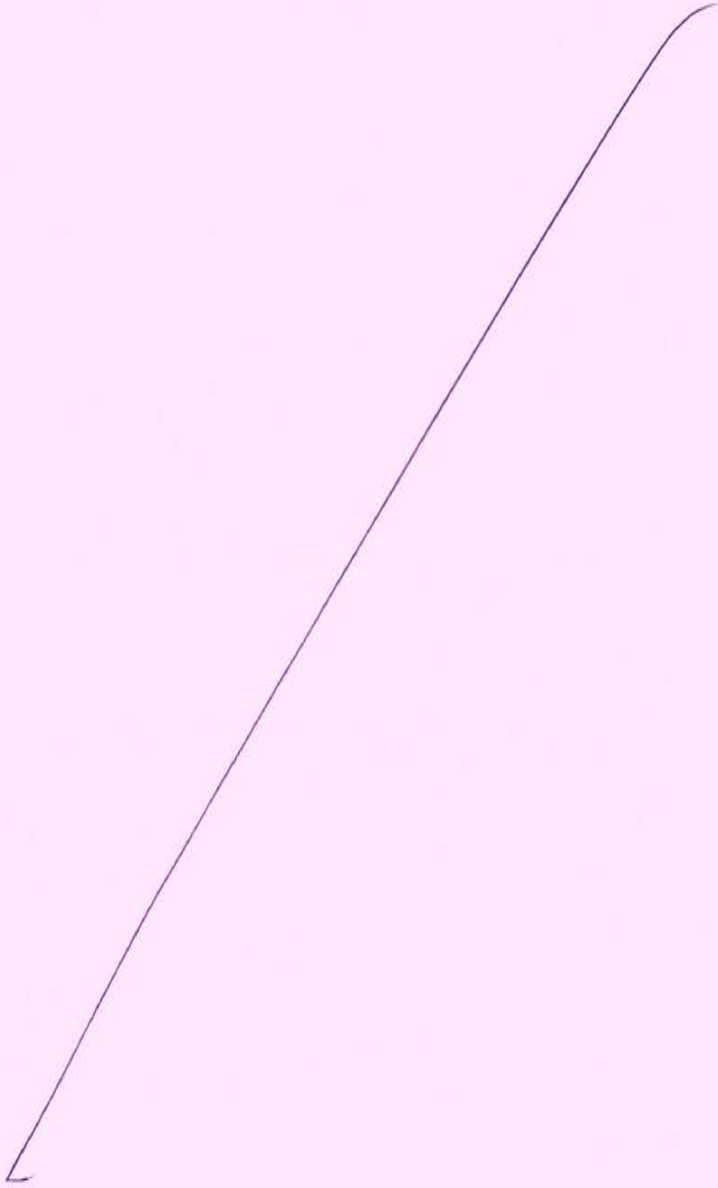


Mumbai Metropolitan
Region Development
Authority

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

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MUMBAI METROPOLITAN REGION DEVELOPMENT
AUTHORITY

12

MMRDA eTendering System
Payment Receipt

2553

Date: 30/06/2017

Personal Information:

Name: Urban Infrastructure Address :
Phone No : E-Mail : puneetpuri@tataprojects.co
m
Company Name : Tata Projects Ltd.

Order Information:

Department Name : ENG1
Payment Type : EMD
Tender Number : MMRDA/ENG1/000753
Reference Number : ICICI_MMRDA_274049_4321_03
Payment Mode : ICICI Bank Online Payment Gateway for EMD Payment

Payment Details:

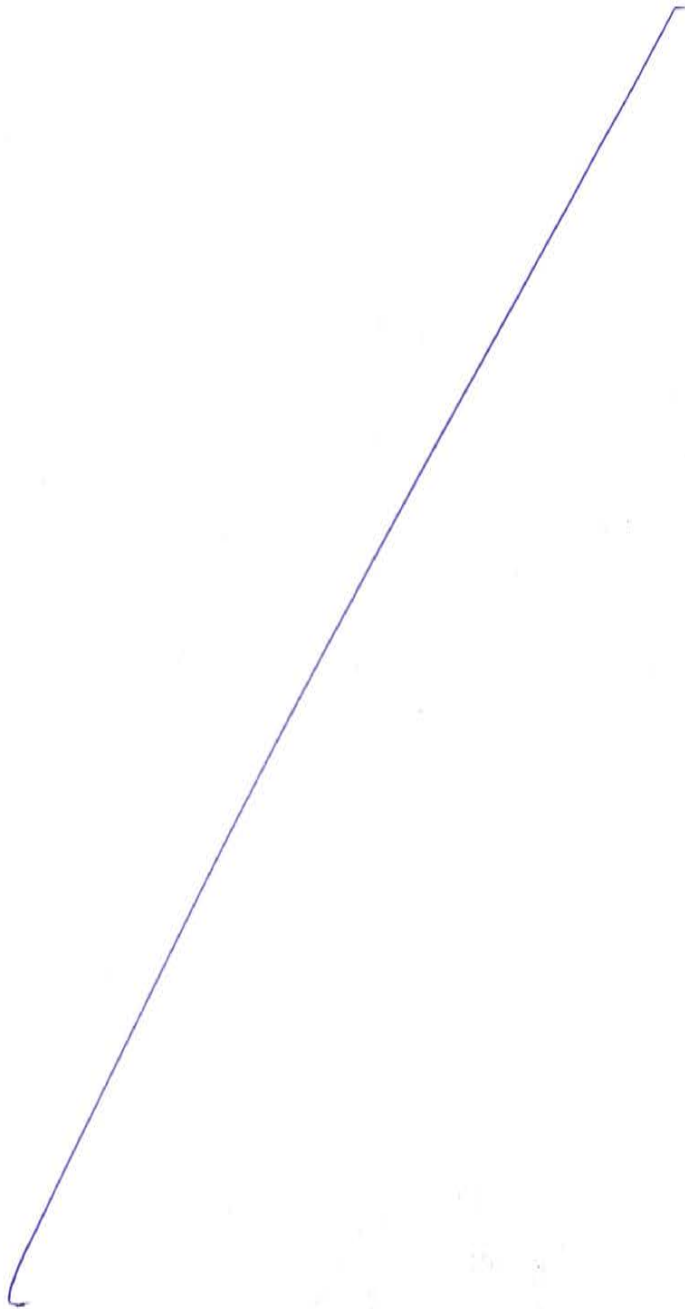
EMD 10000.00
Total Amount 10000.00 INR

Payment Status Successful.



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MUMBAI METROPOLITAN REGION DEVELOPMENT
AUTHORITY

13

MMRDA eTendering System
Payment Receipt

2557

Date: 13/06/2017

Personal Information:

Name: Urban Infrastructure Address :
Phone No : E-Mail : puneetpuri@tataprojects.co
m
Company Name : Tata Projects Ltd.

Order Information:

Department Name : ENG1
Payment Type : Document Fees
Tender Number : MMRDA/ENG1/000753
Reference Number : ICICI_MMRDA_274049_4321_02
Payment Mode : ICICI Bank Online Payment Gateway

Payment Details:

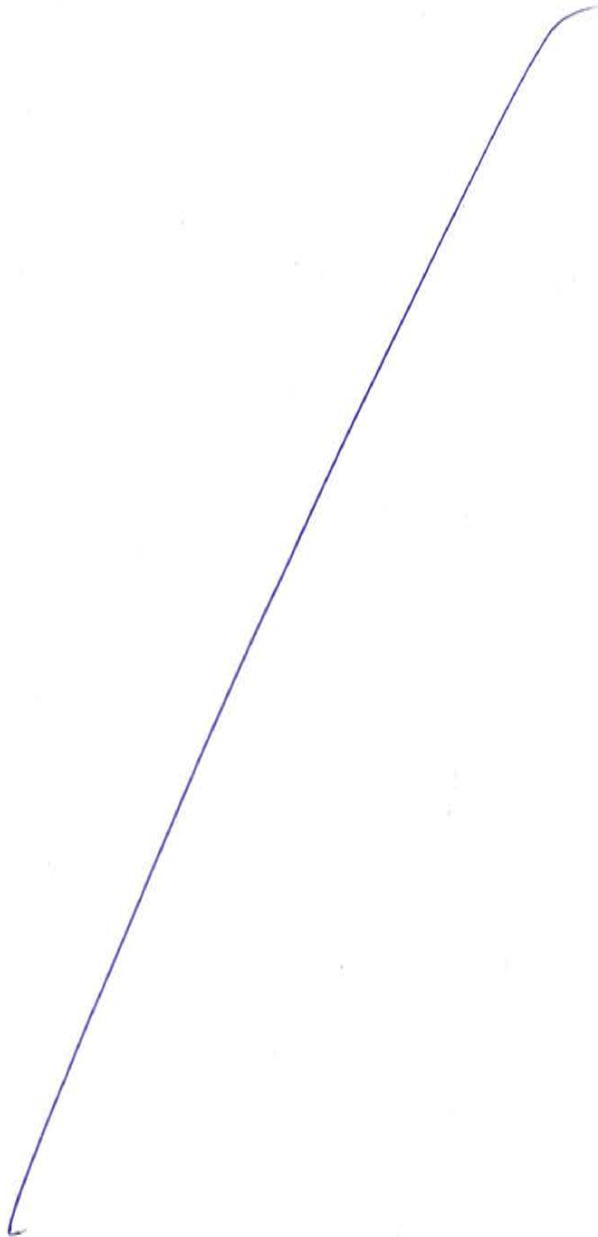
Document Fees 50000.00
Total Amount 50000.00 INR

Payment Status Successful.



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**Mumbai Trans Harbour Link Project
Package II**

TATA PROJECTS
Simplify.Create

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**AUTHORIZATION LETTER TO TPL FOR ONLINE SUBMISSION OF BID
DAEWOO – TPL (JV)**



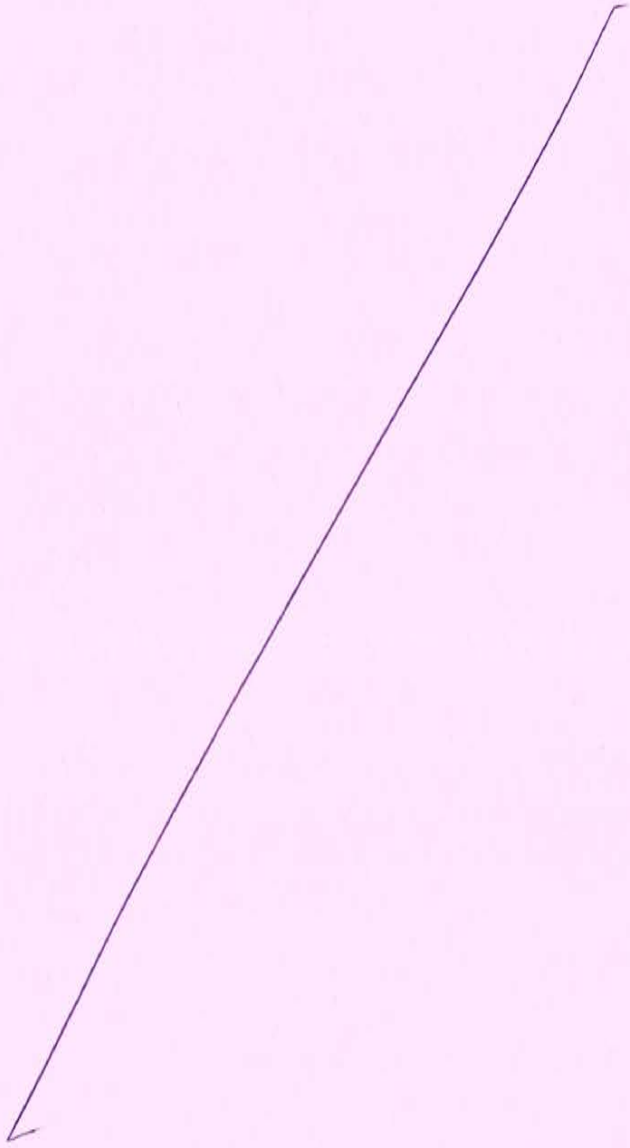
**Mumbai Metropolitan
Region Development
Authority**

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

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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-400051
 Maharashtra
 India.

17 JUL 2017

Sub:- Tender Submission for **“Contract: 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.**

Dear Sir,

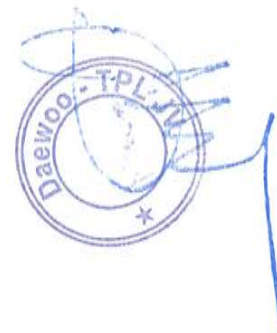
We, Daewoo Engineering & Construction Co. Ltd., are pleased to inform you that we are bidding this project in Joint Venture with TATA Projects Ltd. by the name of Daewoo-TPL JV for the subject project.

We hereby authorize TATA Projects Ltd. to carry out the E-tender process on behalf of the JV through its existing registration on MMRDA E-tendering Portal.

Thanking you,

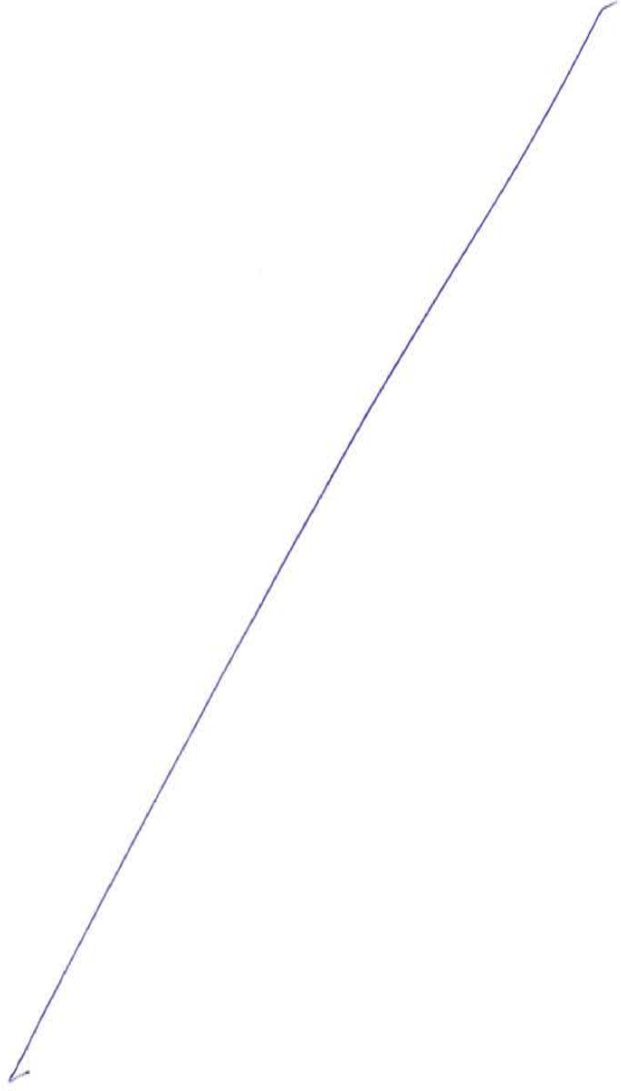
For **Daewoo - TPL JV**

Authorized Signatory



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**Mumbai Trans Harbour Link Project
Package II**

TATA PROJECTS
Simplify. Create

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FORM ACK

DAEWOO – TPL (JV)



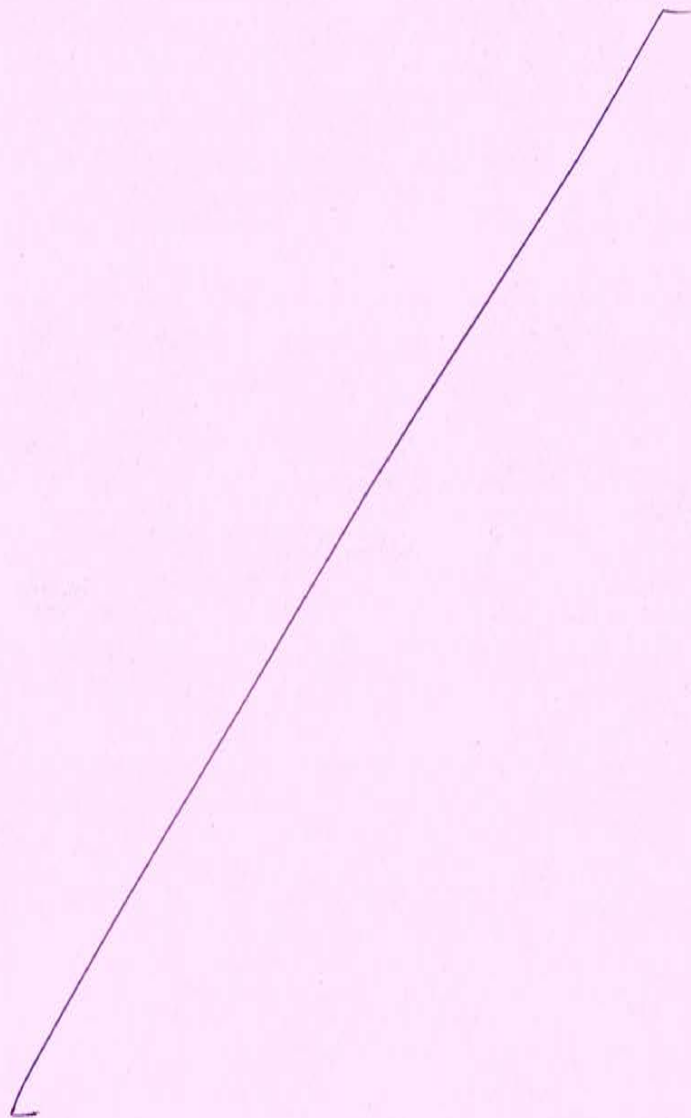
**Mumbai Metropolitan
Region Development
Authority**

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

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Form ACK
Acknowledgement of Compliance with Guidelines for Procurement
under Japanese ODA Loans

A) I, **Mr. Byoung-Hoi-Uhm, Deputy General manager** being duly authorized by **Daewoo – TPL JV** (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for Package-1 of the Mumbai Trans Harbour Link Project (Japanese ODA Loan Agreement No. **Mumbai Trans-Harbour Link Project (I)ID-P255** is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

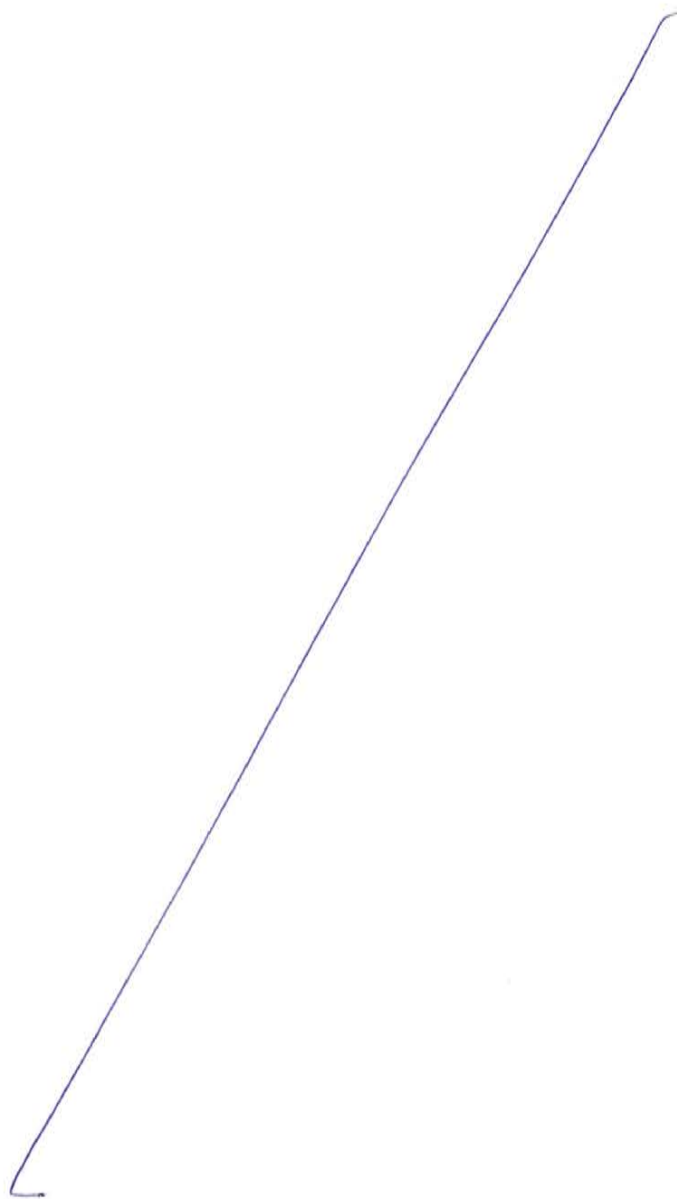
E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof) the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.



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JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA India office

Tel: +91 11 4768 5500

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.



Authorized Signatory
Mr. Byoung-Hoi-Uhm
Deputy General manager

For and on behalf of Daewoo – TPL JV
Date: 17th July 2017

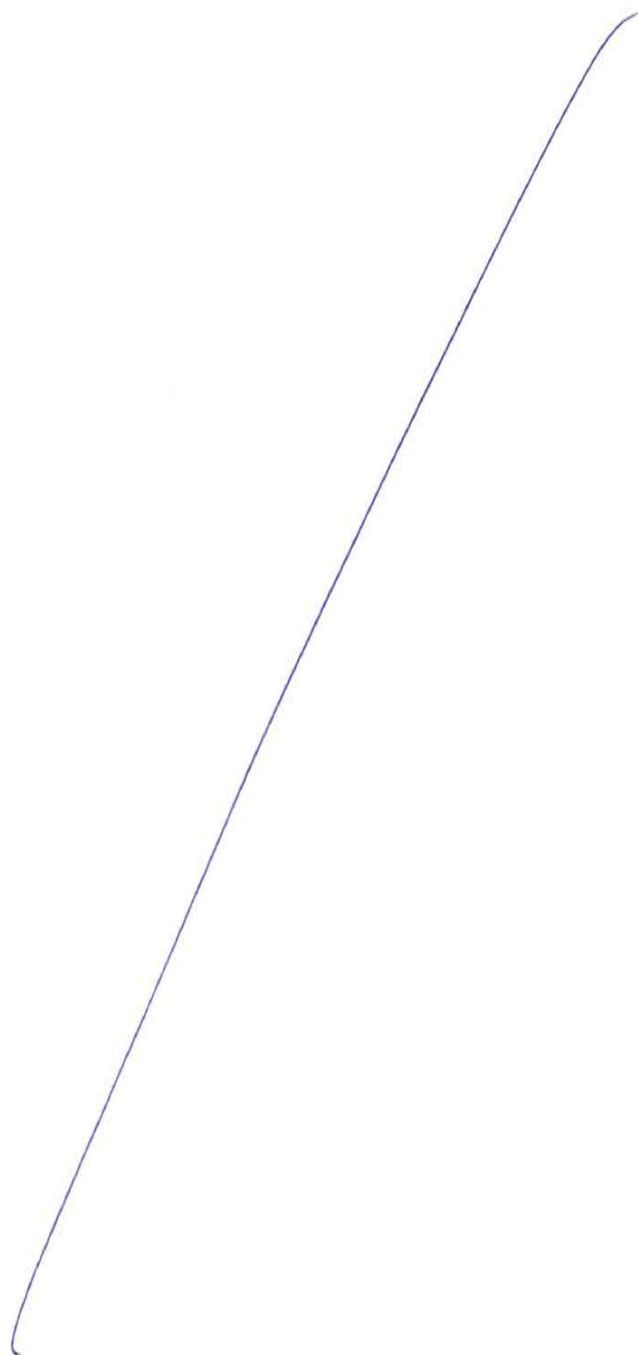


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JOINT VENTURE AGREEMENT

DAEWOO – TPL (JV)



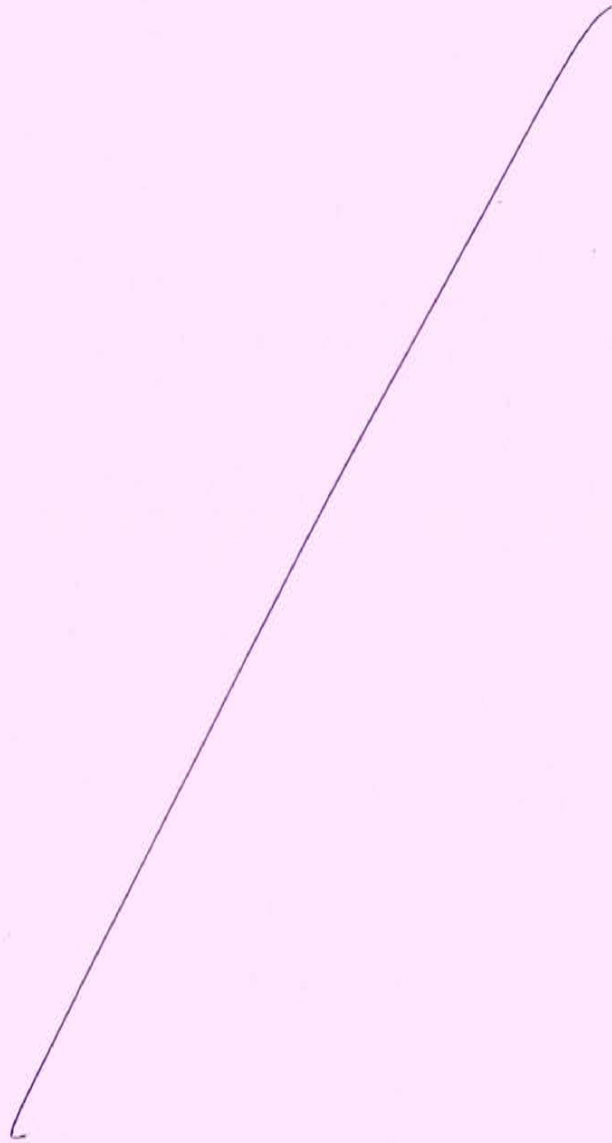
Mumbai Metropolitan
Region Development
Authority

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

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Pre-Bid Agreement

for 12 JUL 2016

Mumbai Trans Harbour Link Project

for

(Package-1)

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

And

(Package-2)

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



20th June 2016

by and between

Daewoo Engineering & Construction Co., Ltd.

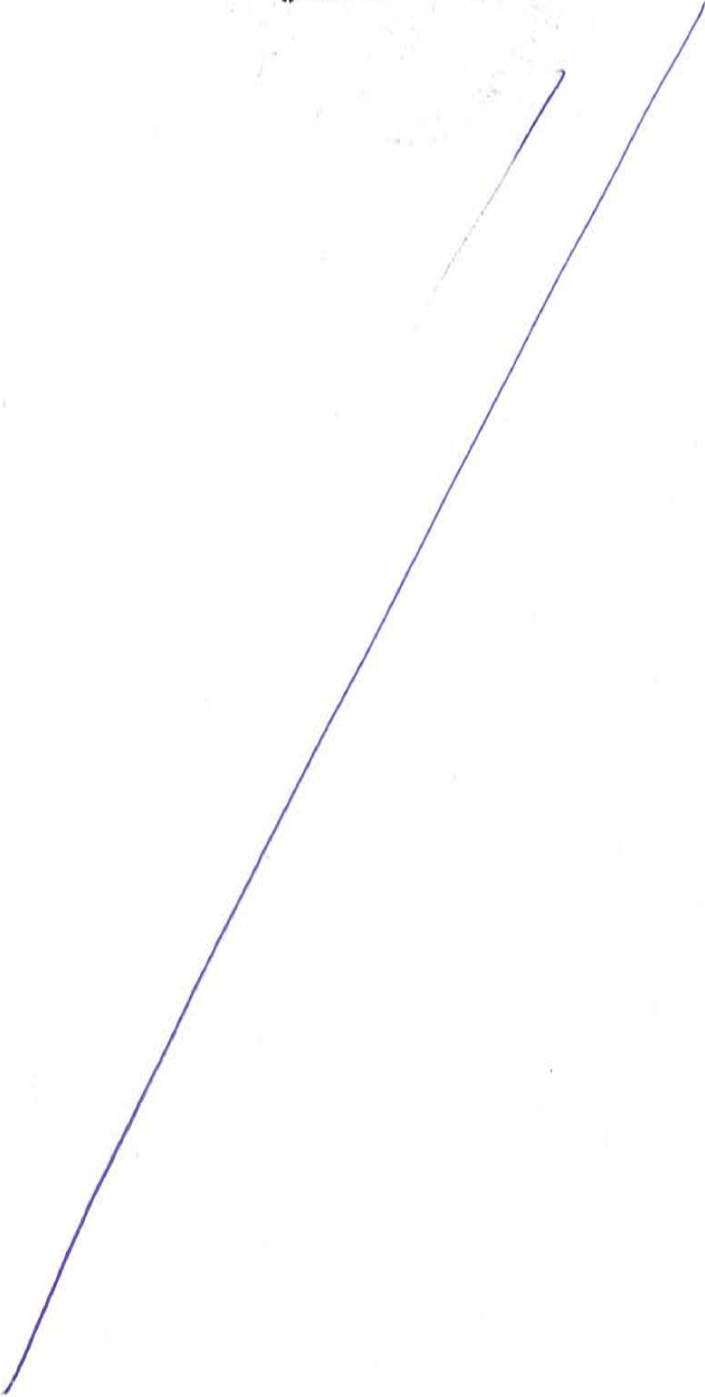
and



Handwritten signature/initials.

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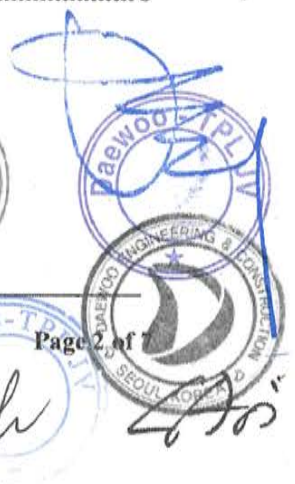
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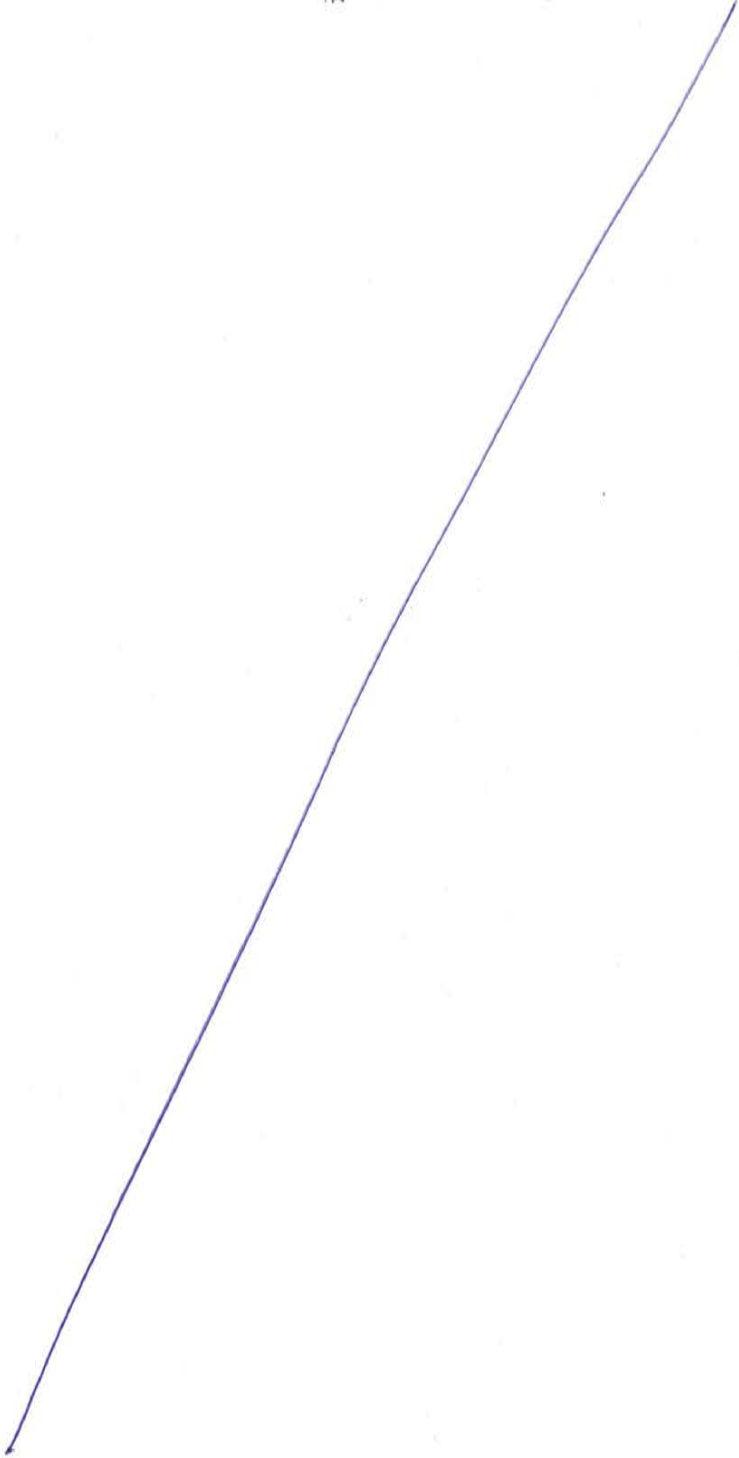
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6. Executive Authority.....	4
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This Pre-Bid Agreement for Mumbai Trans Harbour Link Project, Package-1 and Package-2 (this "Agreement") is made and entered into on 20th day of June, 2106, by and between:

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

and

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

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

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

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

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

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

1. Objective

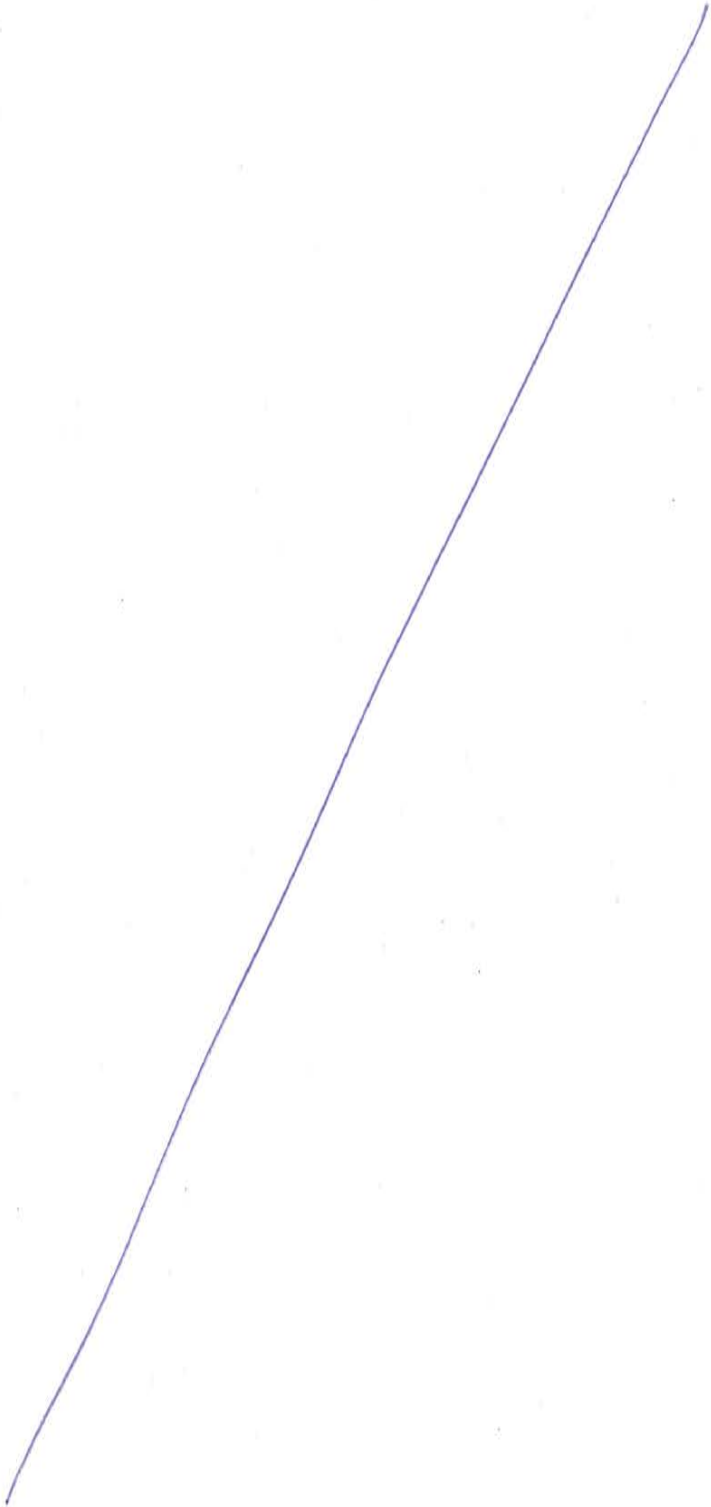
The Parties undertake to cooperate with each other for the purpose of (i) jointly preparing, agreeing and submitting the Tender and thereafter (ii) negotiating and if successful (iii) entering into and performing the Contract in accordance with the provision of this Agreement.

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



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2. Joint and Several Liability

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

3. Exclusivity

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

4. Proportionate Share

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

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

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

5. Leading Party

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

6. Executive Authority

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

7. Role of Parties

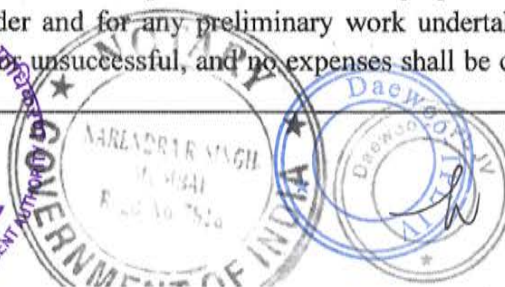
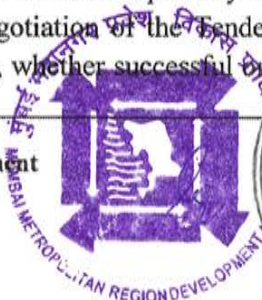
The parties will jointly perform the Contract in the event the same is awarded to them by way of an integrated joint venture. The detailed role of the Parties for the preparation of the Tender and execution of the Project will be optimized, adjusted and defined in detail during the Tender preparation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

8. Costs

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



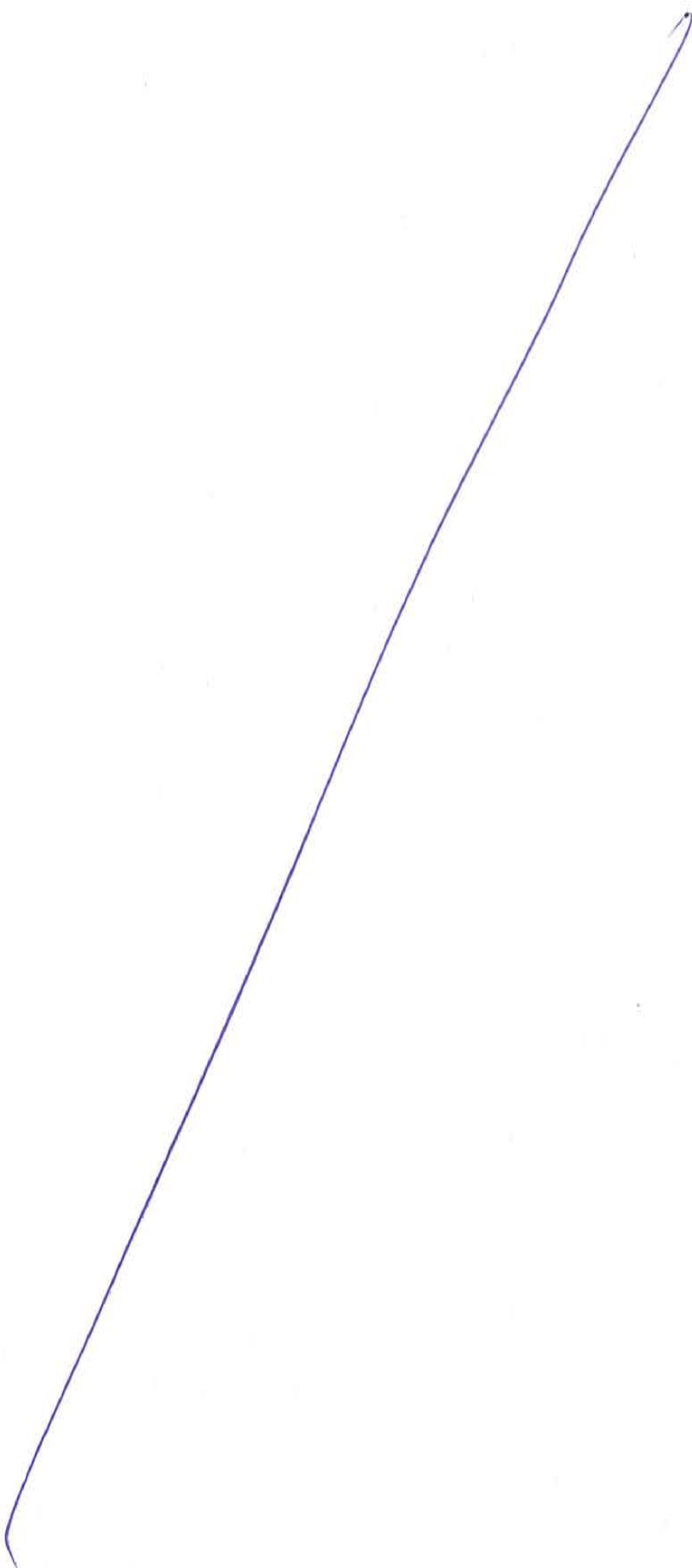
Pre-Bid Agreement



Page 4 of 7

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

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

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

9. Preparation and Submission of the Tender

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

10. Further Agreement

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

11. Confidentiality

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

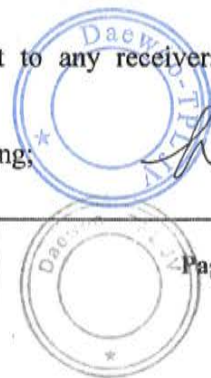
12. Term

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

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



Pre-Bid Agreement

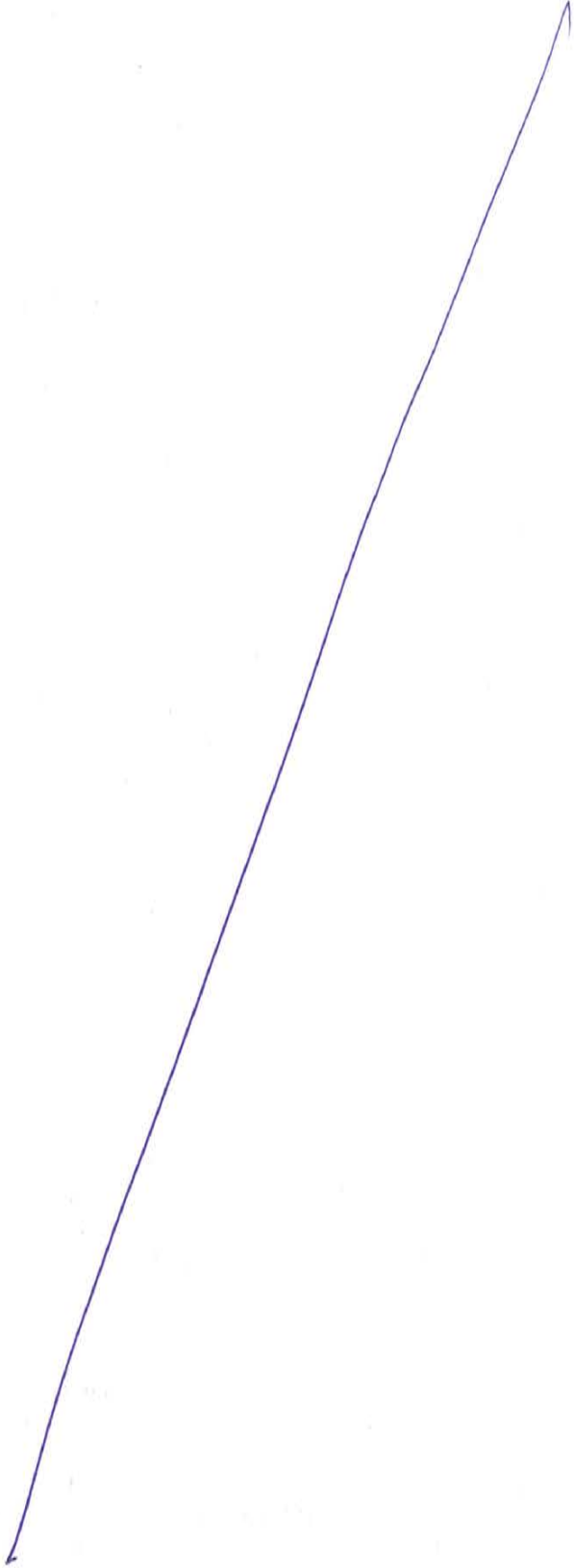


Page 6 of 7

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

13. Governing Law and Dispute Resolution

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

14. Miscellaneous

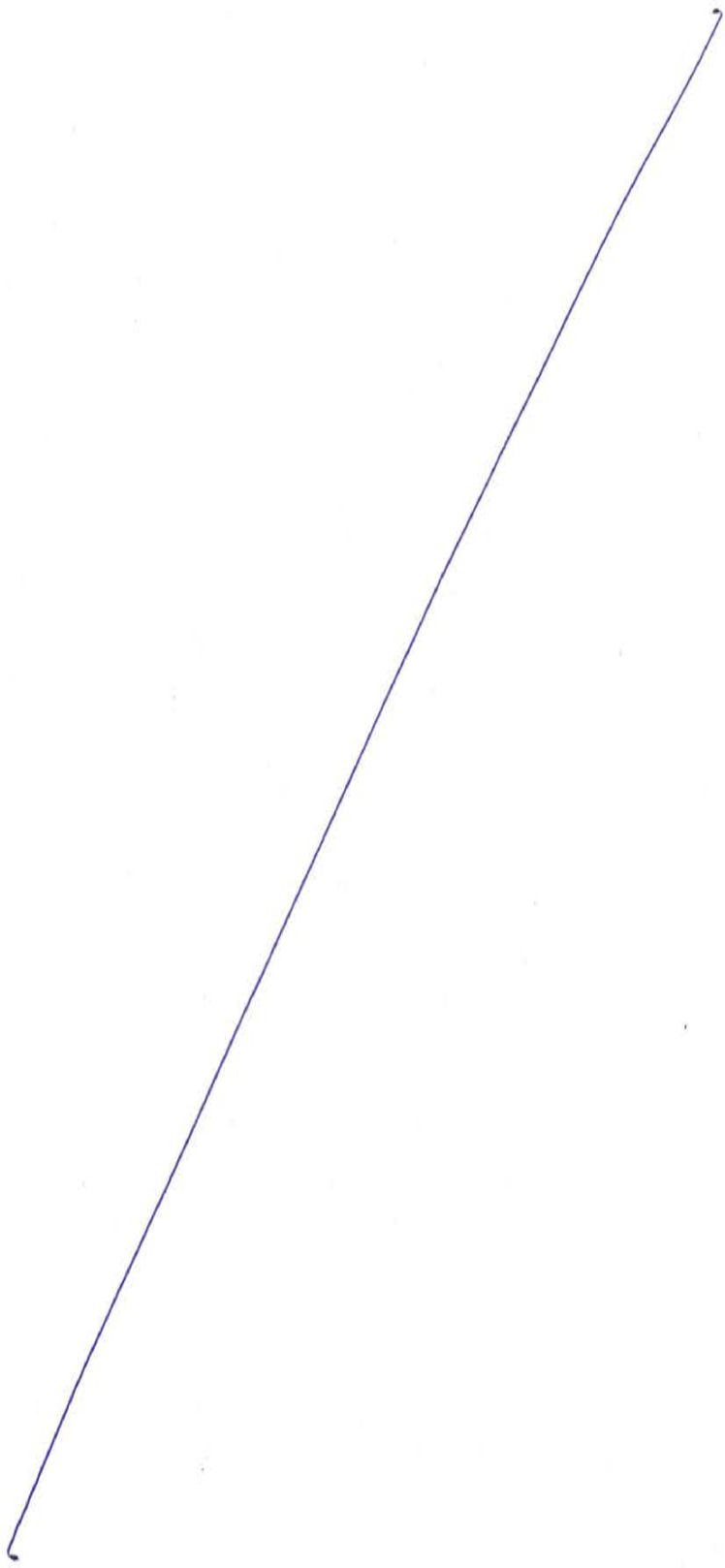
- 13.1 This Agreement contains the entire understanding between the Parties and supersedes any and all other prior understandings, correspondences, arrangements or agreements exchanged between the Parties on or before the date written above whether verbally or in writing. No subsequent modifications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



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GOVERNMENT

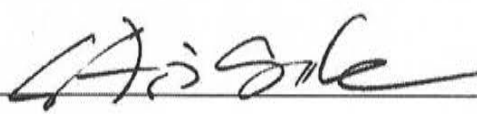




the closest lawful interpretation of the Parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding.


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

Daewoo Engineering & Construction Co., Ltd.

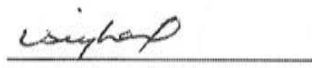
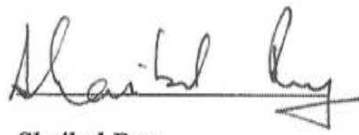
Signature 

Name Wook Choi

Title Senior Vice President at Overseas Infra Project Division




Tata Projects Limited

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




ATTESTED BY ME



NAREN R. SINGH
 NOTARY (GOVT. OF INDIA)
 C-1101, BLOOMING HEIGHTS,
 PACIFIC ENCLAVE, NEAR HIRANANDAN
 HOSPITAL, POWAI, MUMBAI-400 076
 MOBILE: +91 966943277 / 966903688

12 JUN 2015

Page 7 of 7



35

2582



[A long, thin, curved blue line, possibly a signature or a scribble, extending diagonally across the page.]



Amendment 1 to Pre-Bid Agreement for

Mumbai Trans Harbour Link Project

for

(Package-1)

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

And

(Package-2)

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

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

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

and

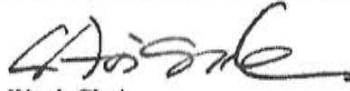
Tata Projects Limited, a company organized and existing under the laws of India (CIN: U45203AP1979PLC057431) and having its principal office at 1-7-80 to 87, Prenderghast Road, Secunderabad- 500003 ("TPL"),

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

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

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

Daewoo Engineering & Construction Co., Ltd.

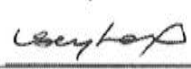
Signature 
Name Wook Choi
Title Executive Vice President
Overseas Civil & Building Division




ATTESTED BY ME

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

Tata Projects Limited

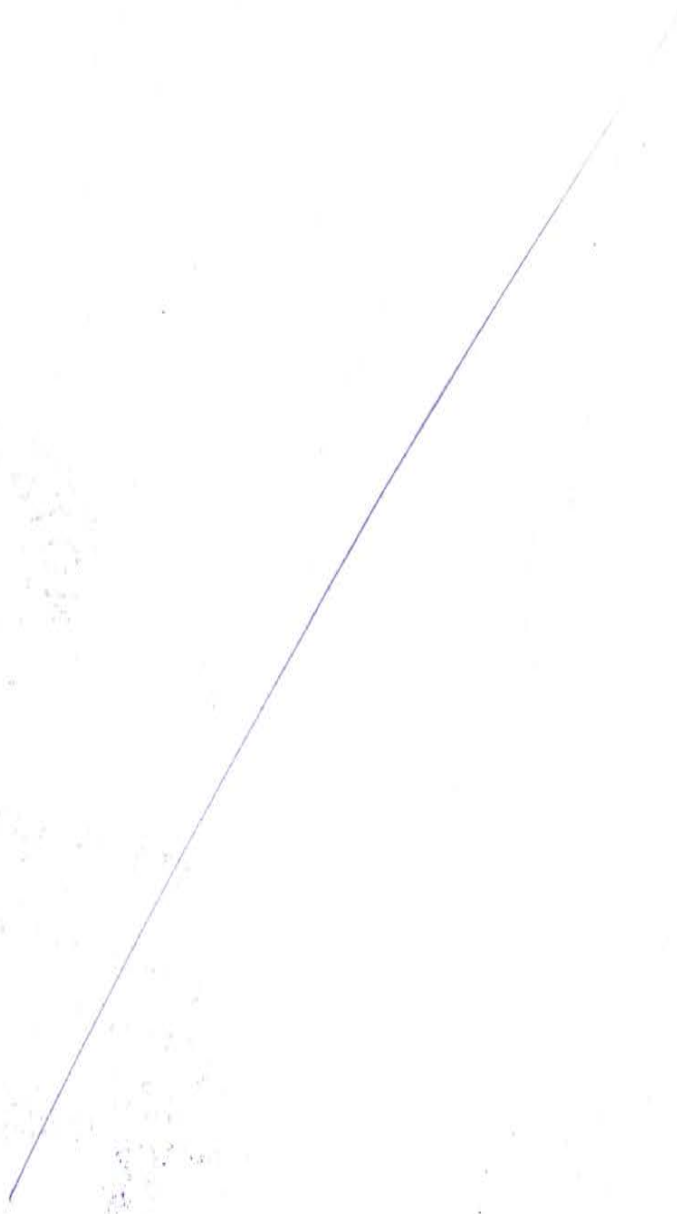
Signature 
Name Vivek Singhal
Title Chief Operation Officer
Urban Infrastructure



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



2584





Mumbai Trans Harbour Link Project
Package-II 2585



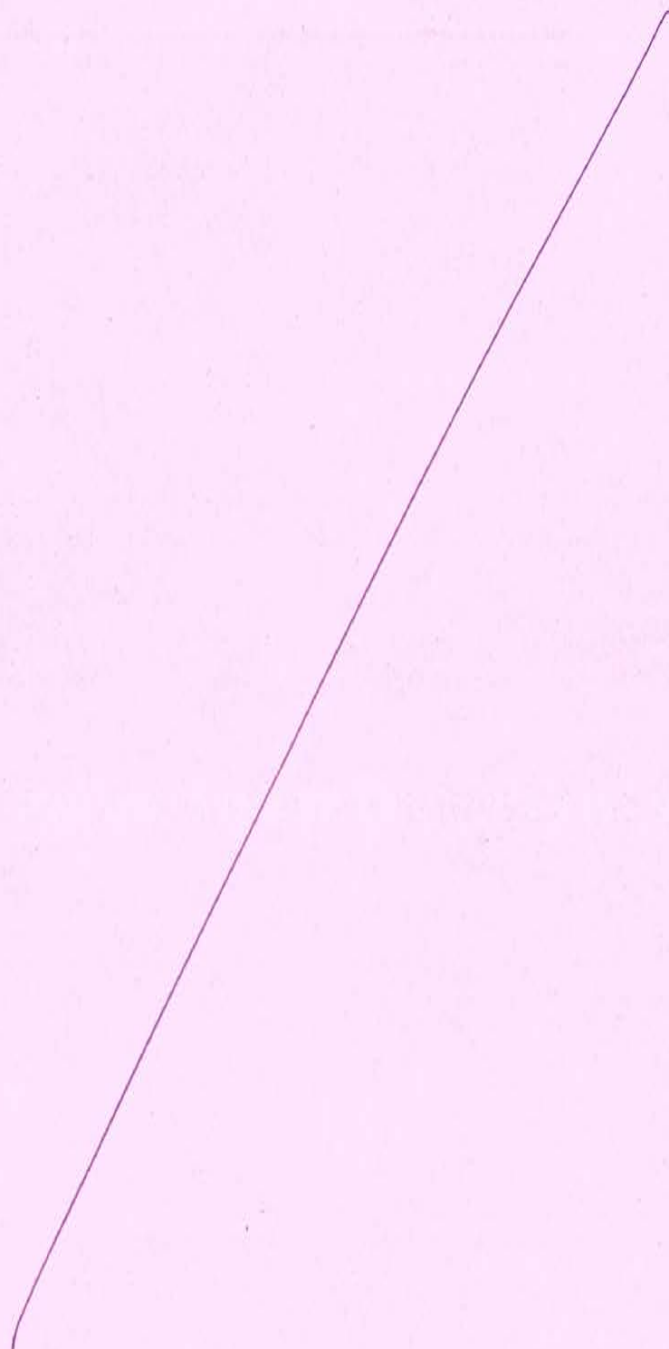
POWER OF ATTORNEY FOR SIGNING OF BID



Mumbai Metropolitan
Region Development
Authority

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

2586



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

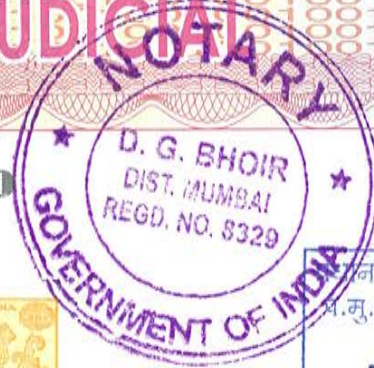
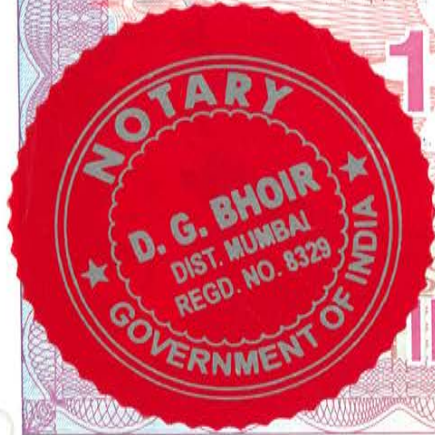
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सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL



महाराष्ट्र MAHARASHTRA

2017

SE 633054



महानगर मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९०
- 4 JUL 2017
सक्षम अधिकारी

श्री. सु. का. पाटील

Power of Attorney

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



TATA PROJECTS LIMITED

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

Tel:- 67402900

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद घेई अनु. क्रमांक 431

दिनांक _____

मुद्रांक विकत घेणाऱ्याची सही _____

परवाना क्रमांक - ८००००९०

मुद्रांक विक्रीचे ठिकाण/पत्ता: श्री. कल्पेज प्रमजी गाव्हा
सीमला स्टेशनरी भाट, शॉप नं. ९, देसायनेद मेन्शन,
एम. जी. रोड, सीटीसीविल बॉरेल जंक्शन, काळाघोडा, मुंबई



शासकीय कार्यालयसमोर न्यायालयसमोर प्रतिबिम्ब सादर करणेसाठी मुद्रांक
कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४ नुसार)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक नसणे
चेपणापासून दमडिन्यात सापरणे बंधनकारक आहे.

परवानाधारक मुद्रांक विक्रीकराक देई




h

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




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

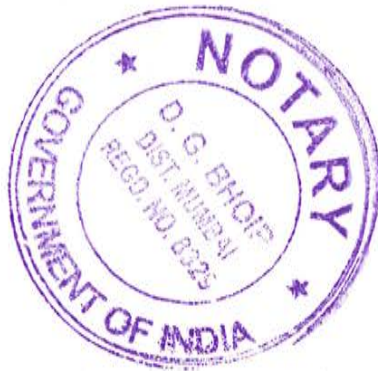
IN WITNESS WHEREOF, we have executed this Power of Attorney for and on behalf of **TPL** on this 14th of July 2017.




 Vivek Singhal
 Chief Operating Officer
 Urban Infrastructure



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



ATTESTED

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

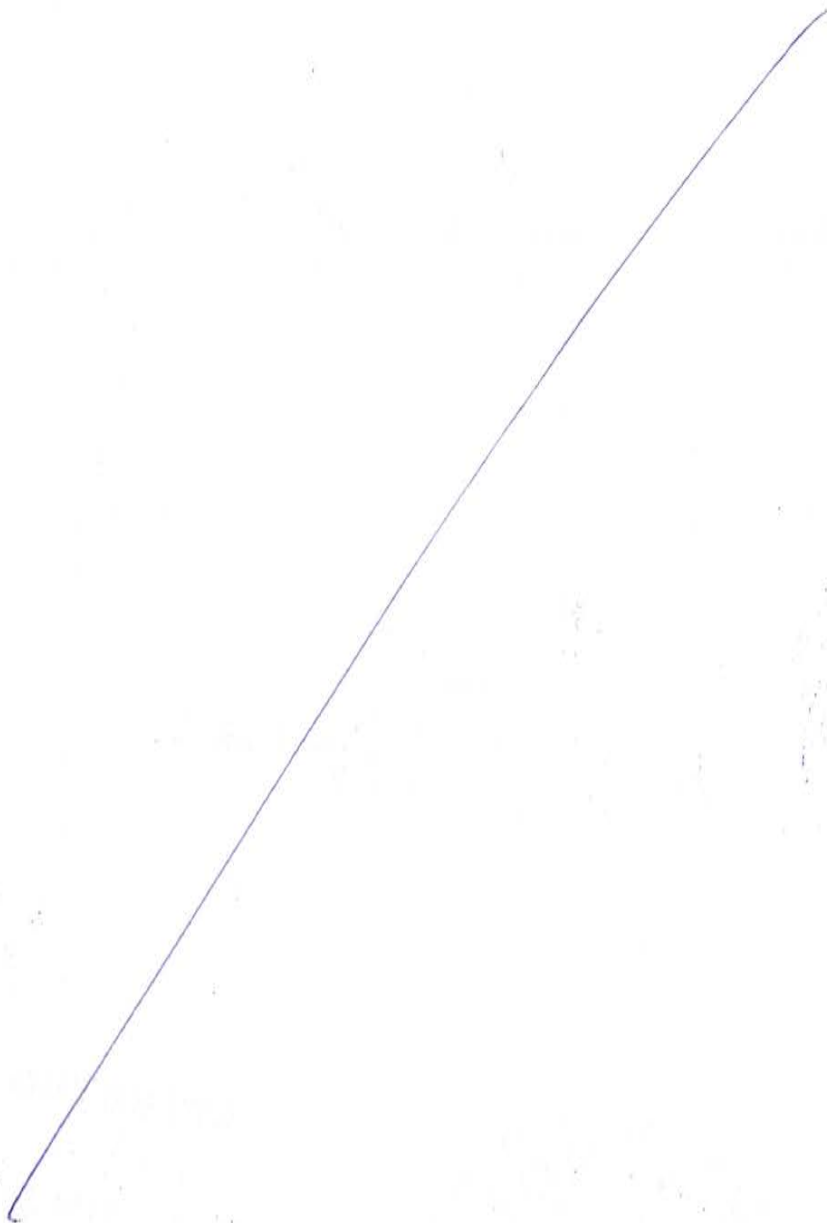


14 JUL 2017



18

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POWER OF ATTORNEY & BOARD RESOLUTION

– DAEWOO E & C

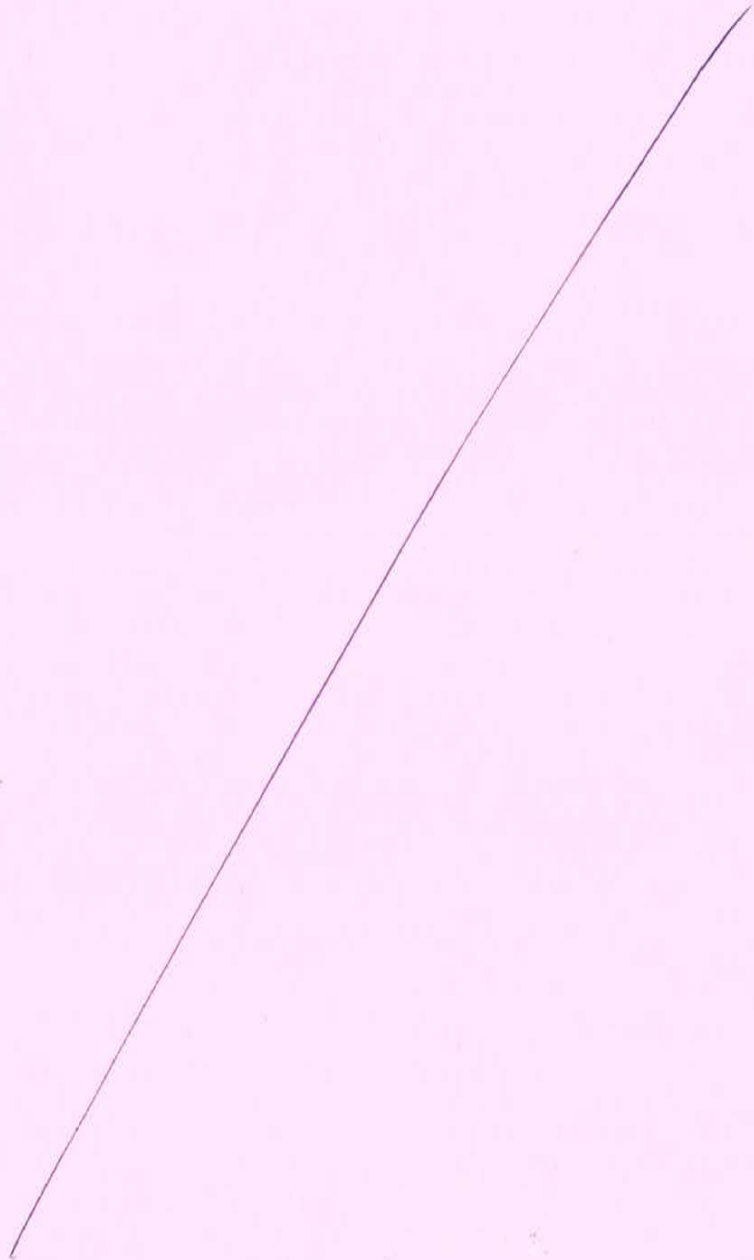


**Mumbai Metropolitan
Region Development
Authority**

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

88

..... 2592



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

공증
인가 **법무법인 대종**

[제41호서식]

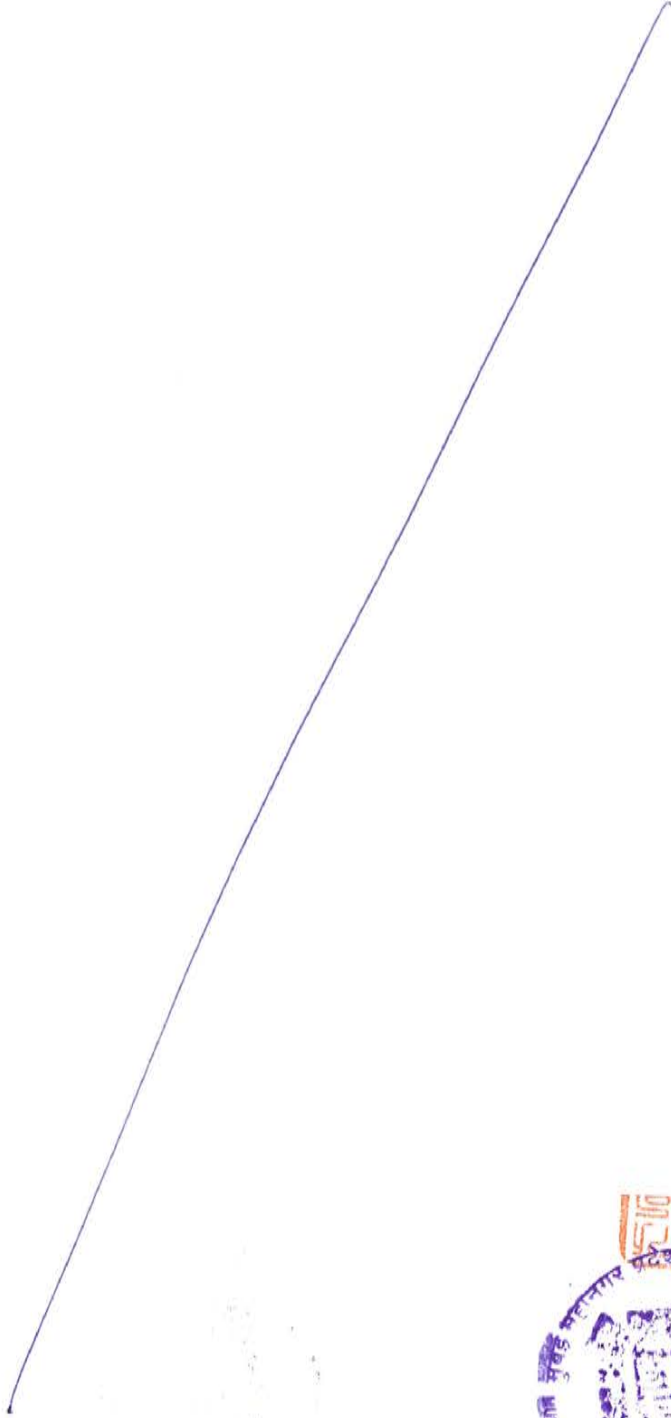
Registered No. 2017 - 3101

NOTARIAL CERTIFICATE

DAE JONG LEGAL CORPORATION

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





h

POWER OF ATTORNEY

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

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

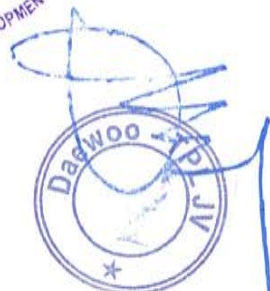
The present Power of Attorney shall remain in full force and effect from the day shown here below until the notice of its revocation is received by you.

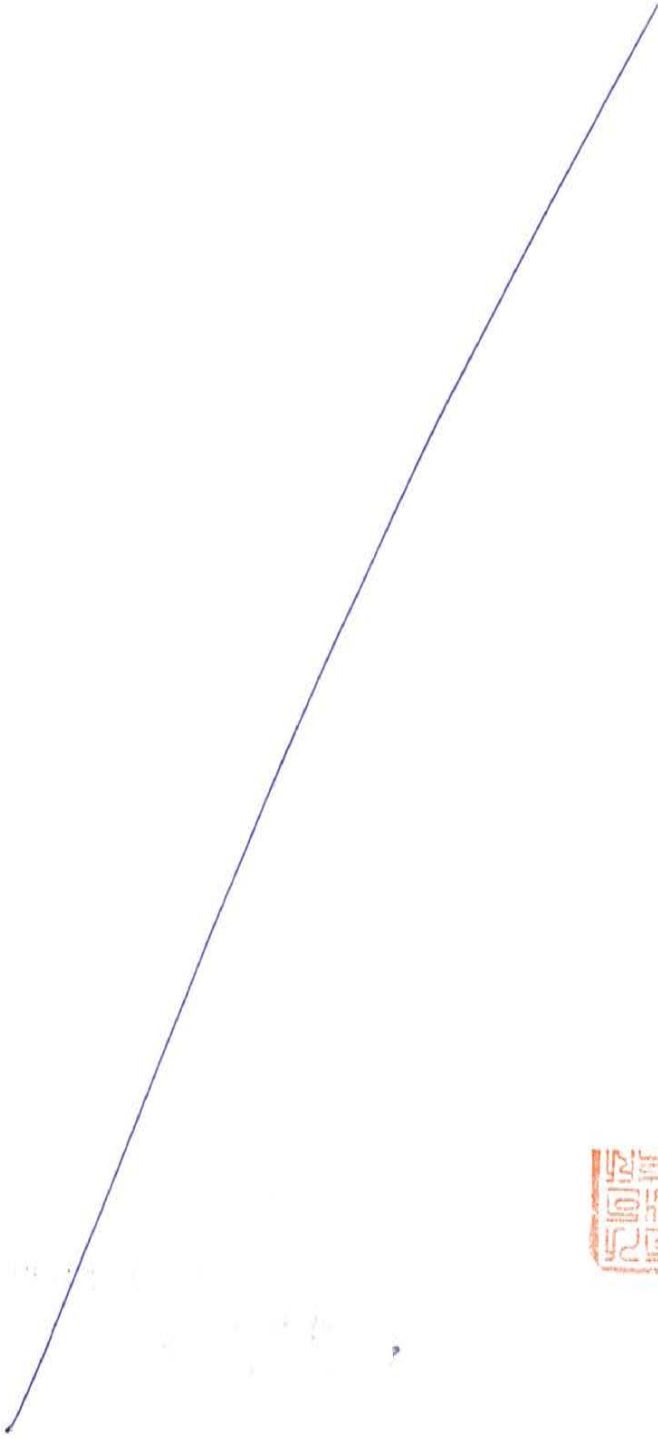
IN WITNESS WHEREOFF, I have executed this Power of Attorney for and on behalf of DAEWOO on this 10th of July 2017.

C.M PARK



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





UJAG M.C



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

[제43호서식]

공증인가 법무법인 대 중

등부 2017 년 제 3101 호
인 증

Registered No. 2017 - 3101
Notarial Certificate

위 위 임 장

Yo-Han LEE

에 기재된 주식회사 대우건설
대표이사 박창민 의
대리인 이요한 은

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

본 공증인의 면전에서 위 본인이
기명날인한 것임을 자인하였다.

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

POWER OF ATTORNEY


2017 년 7 월 10 일 이 사무소에서
위 인 증 한다.

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

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

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

공증담당변호사

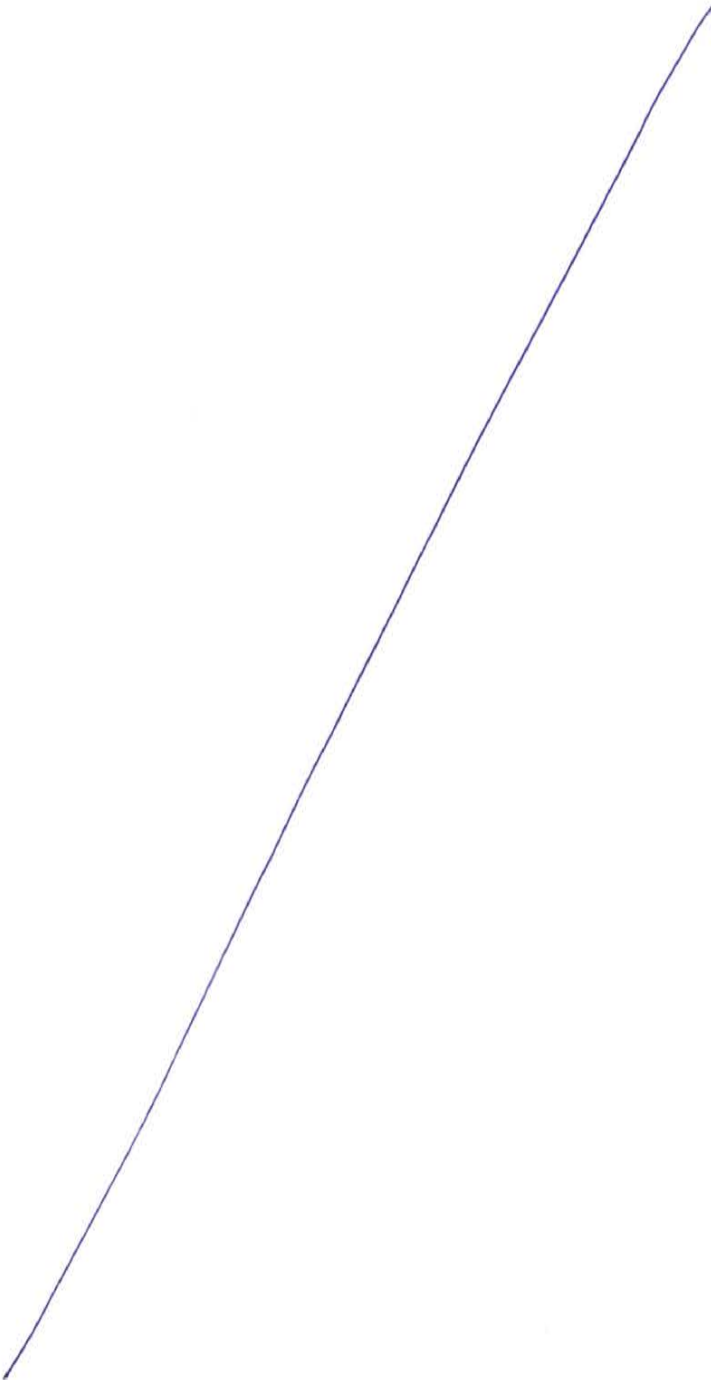
Handwritten signature of Chang Sam An


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

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

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







**Mumbai Trans Harbour Link Project
Package II**

TATA PROJECTS 36
2599 Simplify.Create

POWER OF ATTORNEY & BOARD RESOLUTION

-TATA PROJECTS LIMLTED

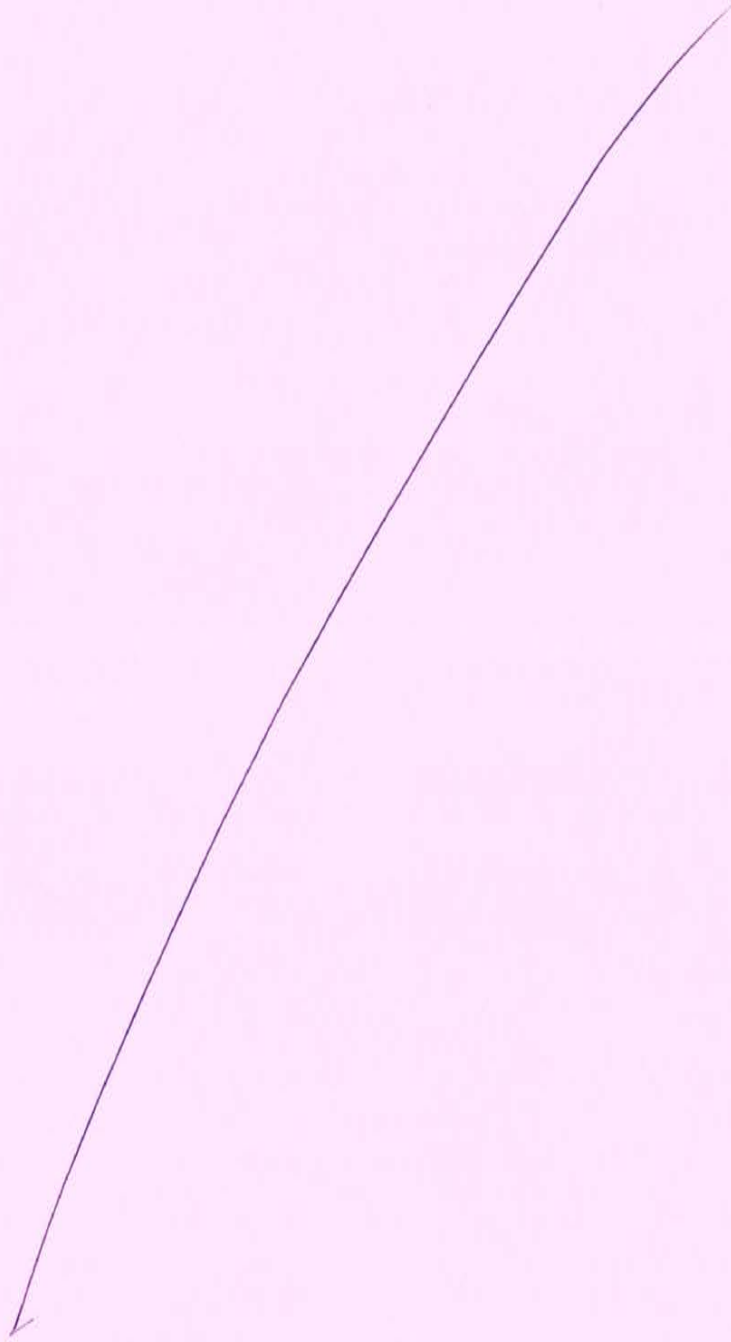


**Mumbai Metropolitan
Region Development
Authority**

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)

36

..... 2600



भारतीय गैर न्यायिक

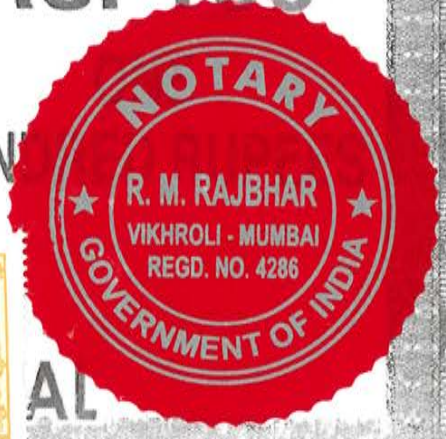
एक सौ रुपये

Rs. 100

रु. 100



HUN



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

Sold to: RAMAKRISHNA

S/o. SATYAM

For Whom: TATA PROJECTS LTD.

7 JUL 2017

T. Lalitha

C 384976

T. LALITHA
LICENSED STAMP VENDOR
LIC.No.16-09-074/2012,
R.No.16-05-028/2015,
Plot No.32, H.No.3-48-266,
Kakaguda, Karkhana,
Canmtt. Sec'bad. Ph:7817567342

GENERAL POWER OF ATTORNEY

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

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

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

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

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

ATTESTED

R.DEVADAS
ADVOCATE & NOTARY

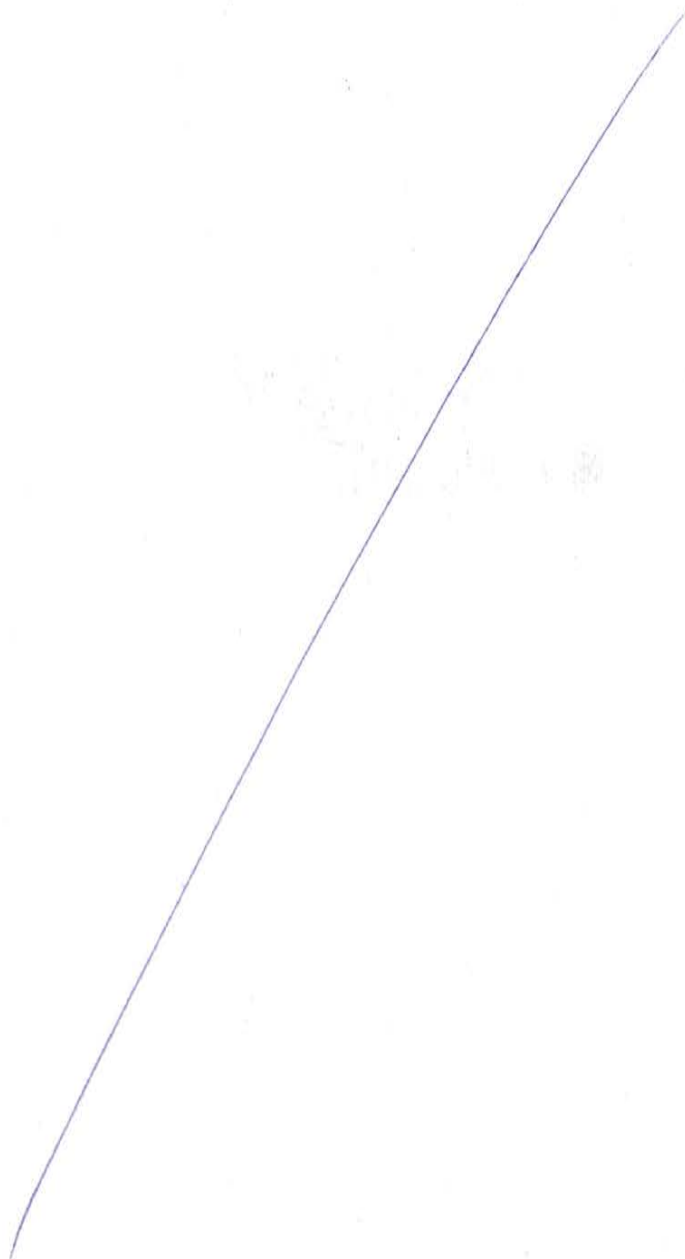
Appointed By Govt. of A.P.(India)
1-926/2, Temple Alwai, R.R. Dist.
SECUNDERABAD 500 010.



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2682



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

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

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

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

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

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

Vivek Singhal

(Signature of Mr. Vivek Singhal)

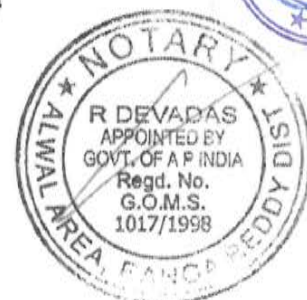
The Company hereby agrees to ratify all acts, deeds and things lawfully done by **Mr. Vivek Singhal** pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the Company.

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

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

Vinayak K Deshpande
(Vinayak K Deshpande)
Managing Director

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







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

Grant of Power of Attorney

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

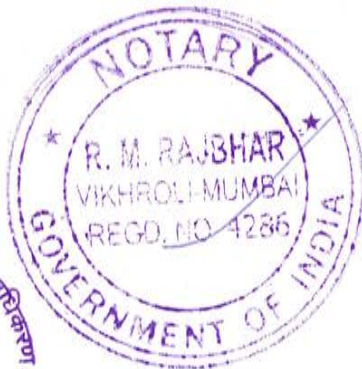
“FURTHER RESOLVED THAT the above Power of Attorney is valid for a maximum period of 2 (two) years from the date of passing of this resolution”

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



CERTIFIED TRUE COPY
FOR TATA PROJECTS LIMITED.

[Signature]
Dr. A. RAM MOGILI
COMPANY SECRETARY



CERTIFIED TRUE COPY

[Signature]
R. M. RAJBHAR
NOTARY (Govt. of India)
218/3104, TAGORE NAGAR-4,
VIKHROLI (E) MUMBAI-400 088.



17 JUL 2017



TATA PROJECTS LIMITED

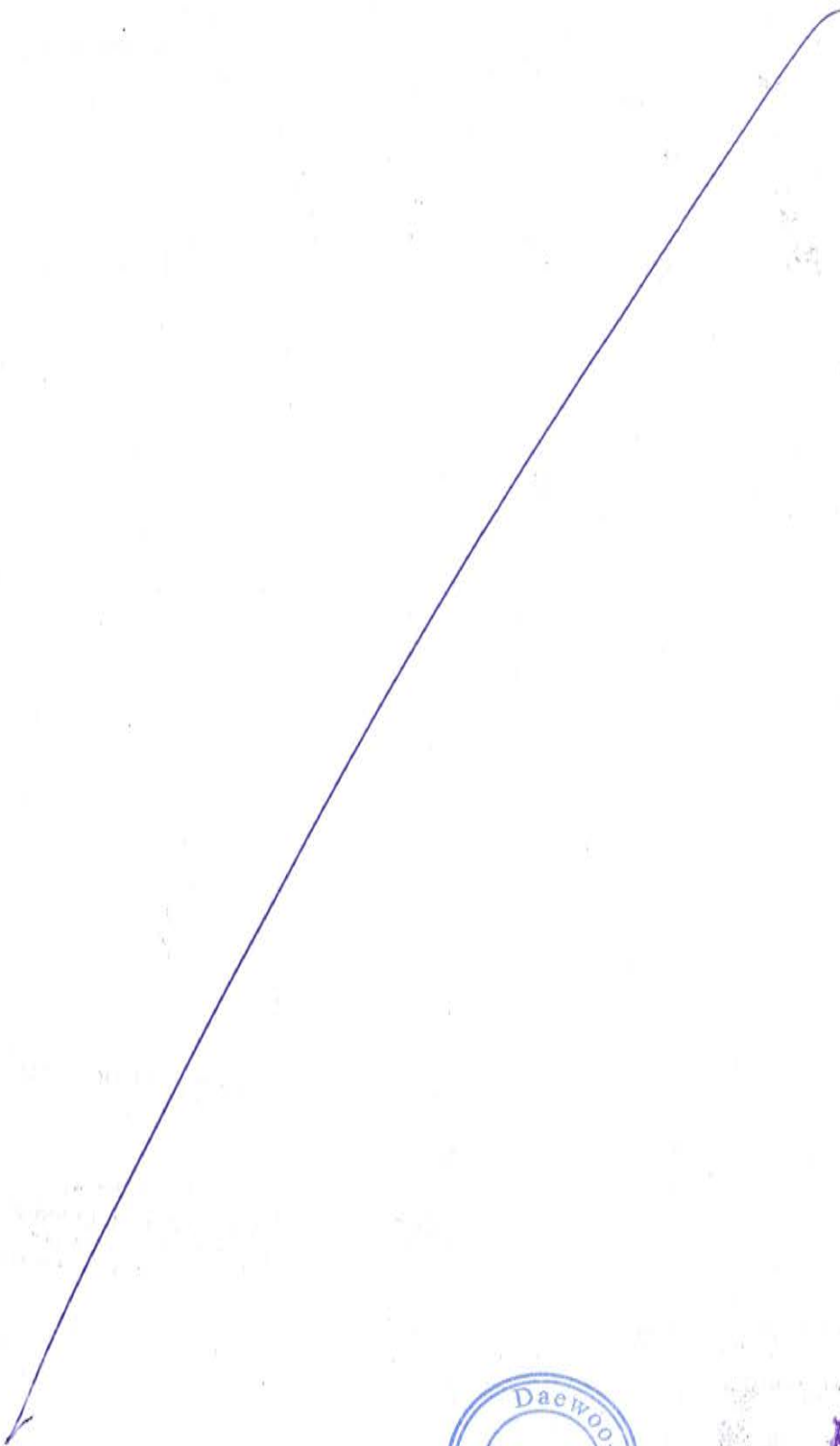
Registered Office: "Mithona Towers-1" 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Phone +91-40-6623 8801 Fax 6617 2535

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

88

1405

2606



भारतीय गैर न्यायिक

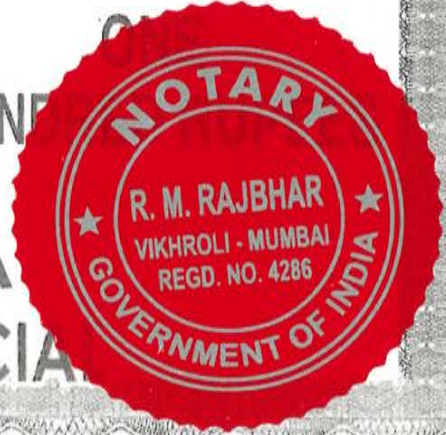
एक सौ रुपये

Rs. 100

रु. 100



HUN



తెలంగాణ తెలంగాణ TELANGANA

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

Sold to: RAMAKRISHNA

S/o. SATYAM

For Whom: TATA PROJECTS LTD.

7 JUL 2016

C 384974 T. LALITHA

LICENSED STAMP VENDOR LIC.No.16-09-074/2012, R.No.16-05-028/2015, Plot No.32, H.No.3-48-266, Kakaguda, Karkhana, Canmtt. Sec'bad. Ph:7842502342

GENERAL POWER OF ATTORNEY

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

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

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

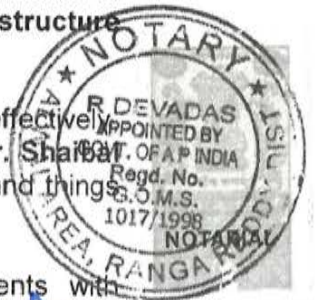
AND WHEREAS to enable the said Mr. Shaibal Roy to discharge his duties effectively the Tata Projects Limited has resolved to nominate, constitute and appoint Mr. Shaibal Roy to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's Urban Infrastructure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

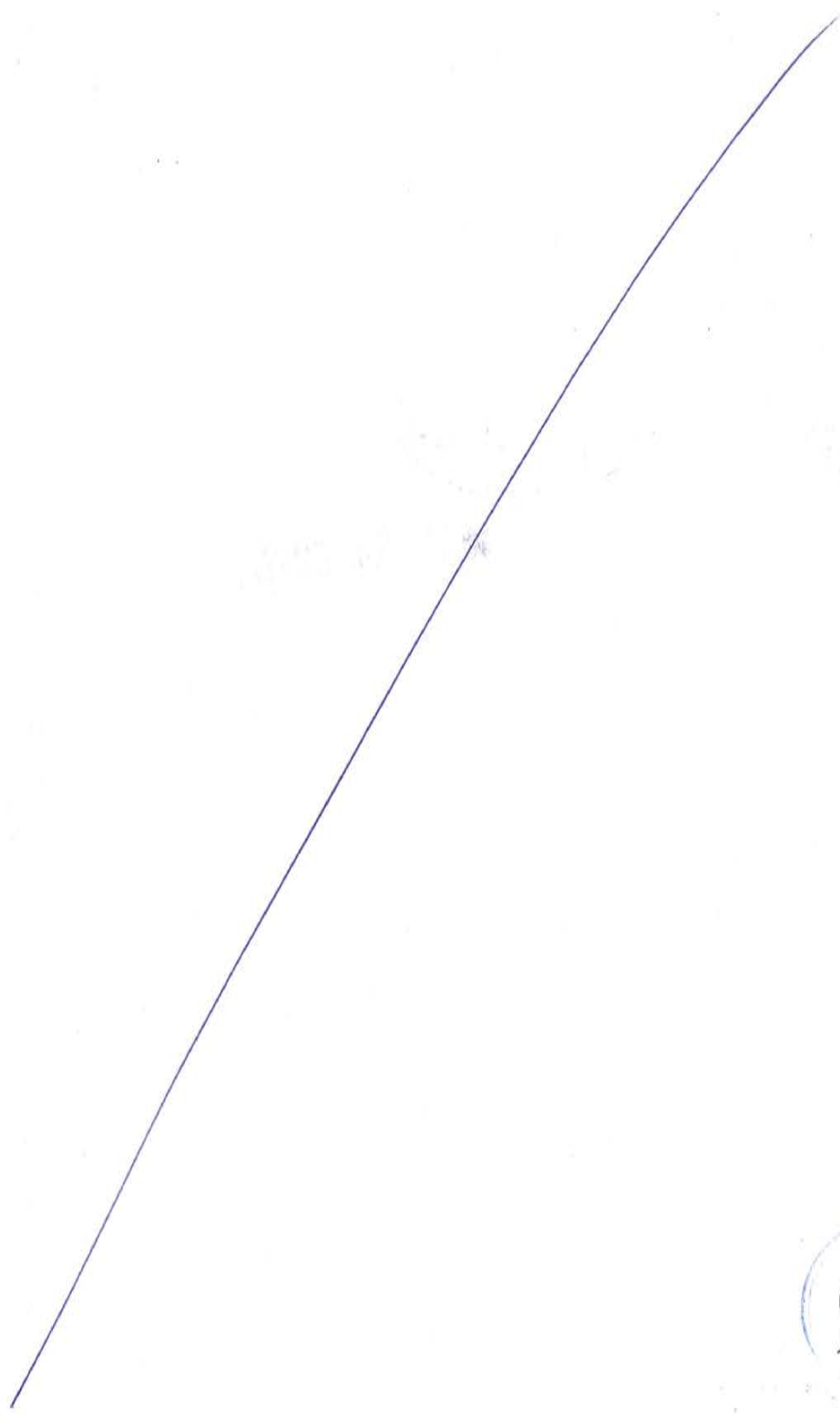
- 1 To enter into memorandum of understanding/consortium/JV agreements with consortium members for tenders related to the business of the Company;
2 To sign and execute on behalf of 'The Company' documents such as tenders and such other instruments and Contract Agreements for projects as may be necessary

ATTESTED

R DEVADAS ADVOCATE & NOTARY

Appointed By Govt. or A.P.(India) 1-9-28/2, Temple Alwai, R.R. Dist. SECUNDERABAL, 500 010





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

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

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

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

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

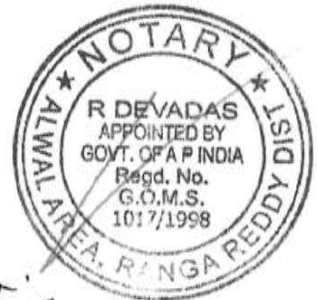
For and on behalf of Tata Projects Limited by its constituted attorney

Shaibal Roy
 (Signature of Mr. Shaibal Roy)

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

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

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



Vinayak K Deshpande
 (Vinayak K Deshpande)
 Managing Director

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





A long, thin, curved line drawn across the page, likely representing a signature or a specific mark.





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

Grant of Power of Attorney

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

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

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



CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

Dr. A. RAJA MOGILI
COMPANY SECRETARY



CERTIFIED TRUE COPY

R. M. RAJBHAR
NOTARY (Govt. of India)
218/3104, TAGORE NAGAR-1,
VIKROLI (E) MUMBAI-400 083.

17 JUL 2017

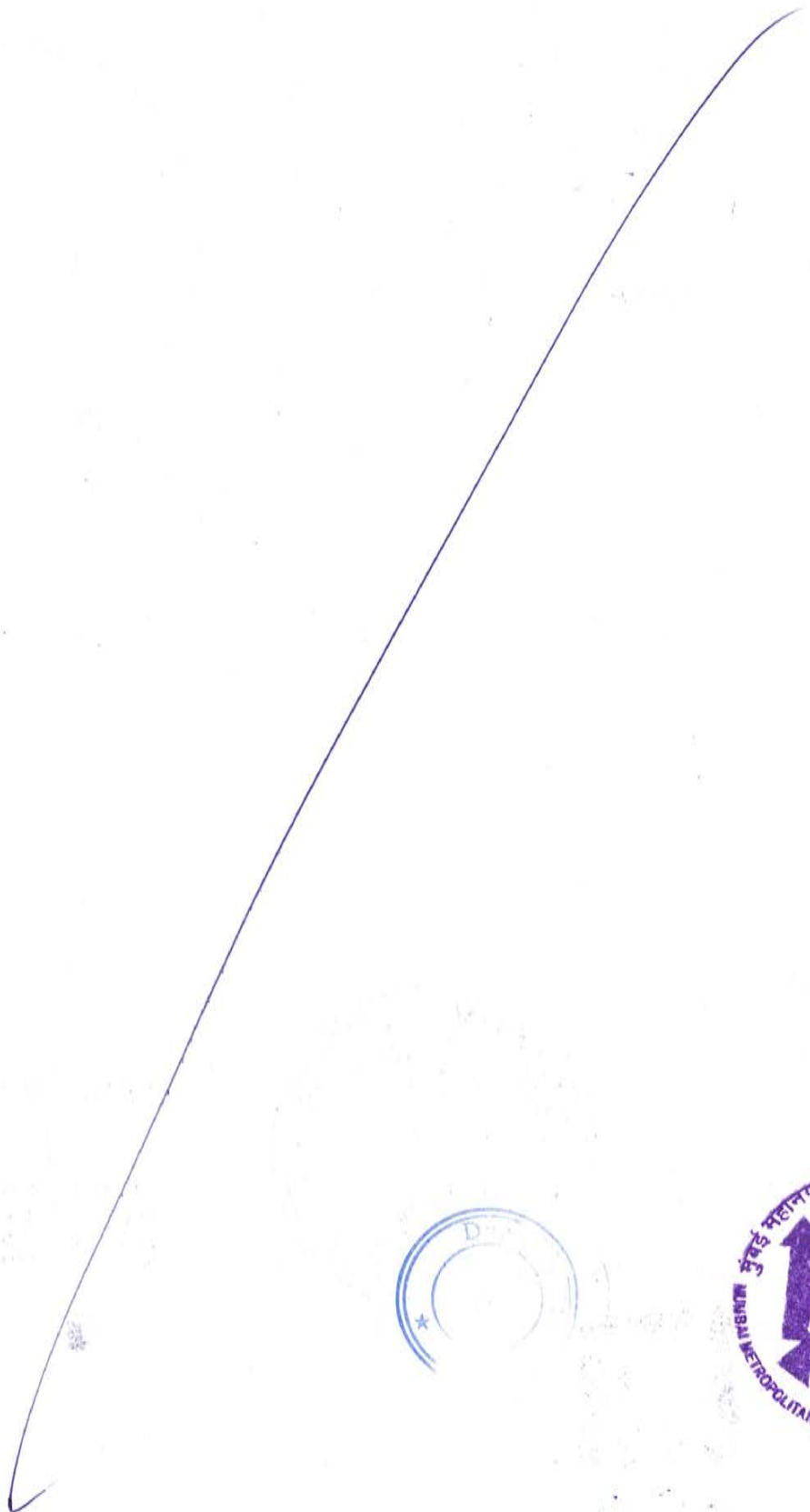


TATA PROJECTS LIMITED

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

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







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

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

GENERAL POWER OF ATTORNEY

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

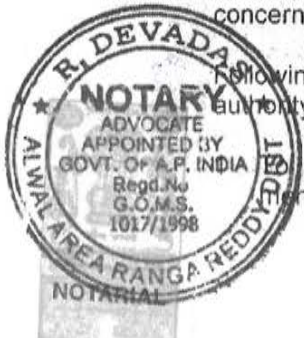
WHEREAS the Company is engaged in executing Engineering, Procurement and Construction (EPC) Contracts in India and abroad.

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

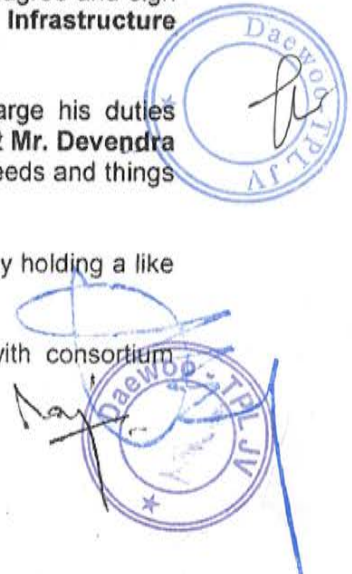
AND WHEREAS to enable the said **Mr Devendra Kumar Sharma** to discharge his duties effectively, Tata Projects Limited has resolved to nominate, constitute and appoint **Mr. Devendra Kumar Sharma** to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's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

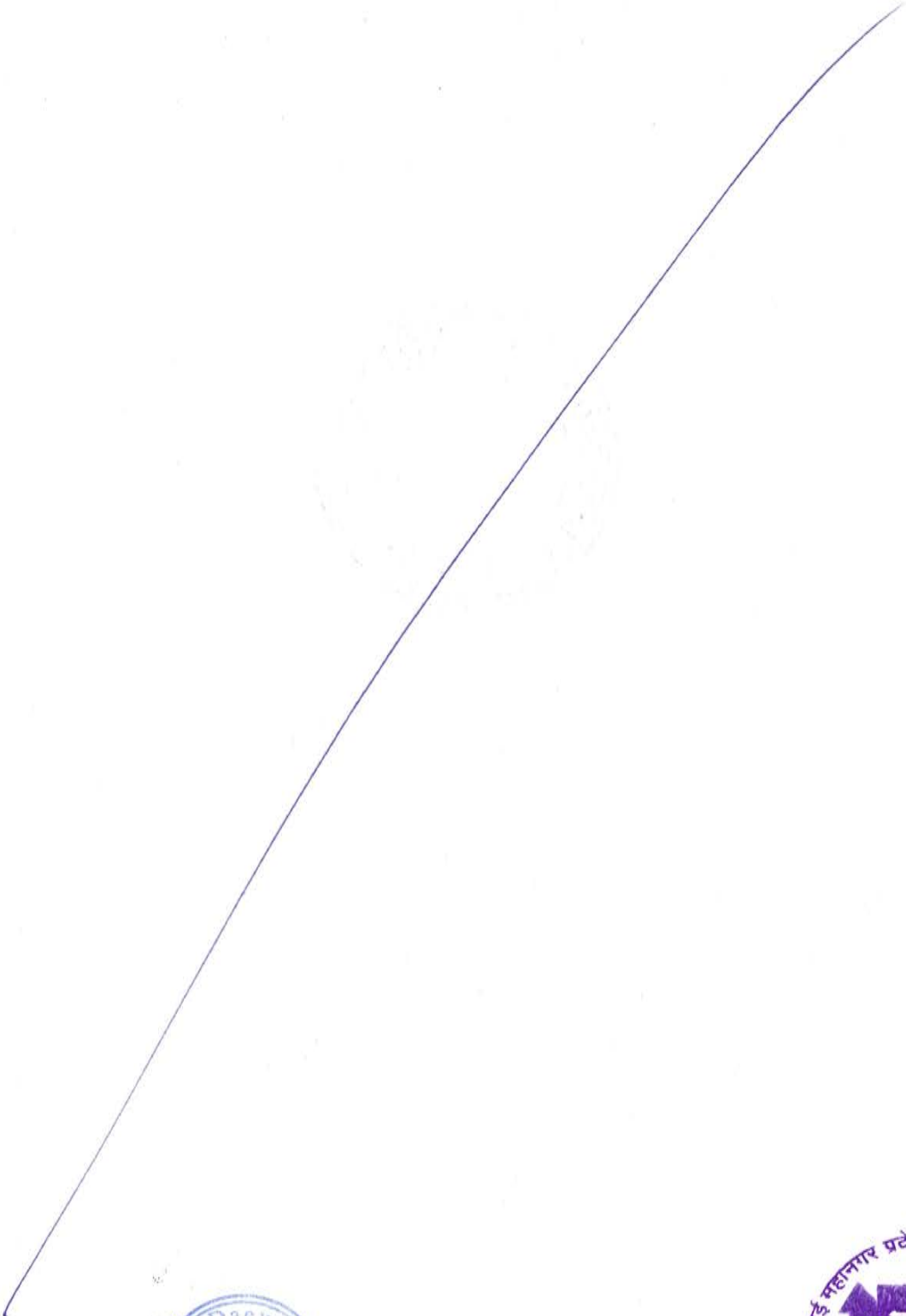
Following powers are to be exercised jointly with another Attorney of the Company holding a like authority.

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



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





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

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

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

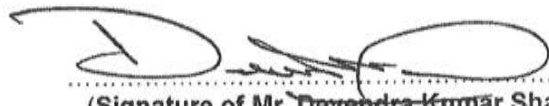
For the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

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

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

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

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

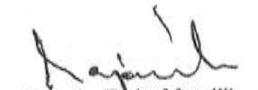


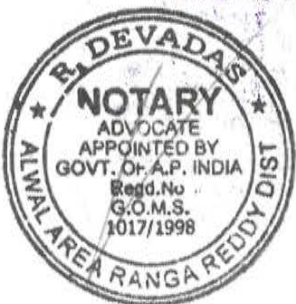
(Signature of Mr. Devendra Kumar Sharma)

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

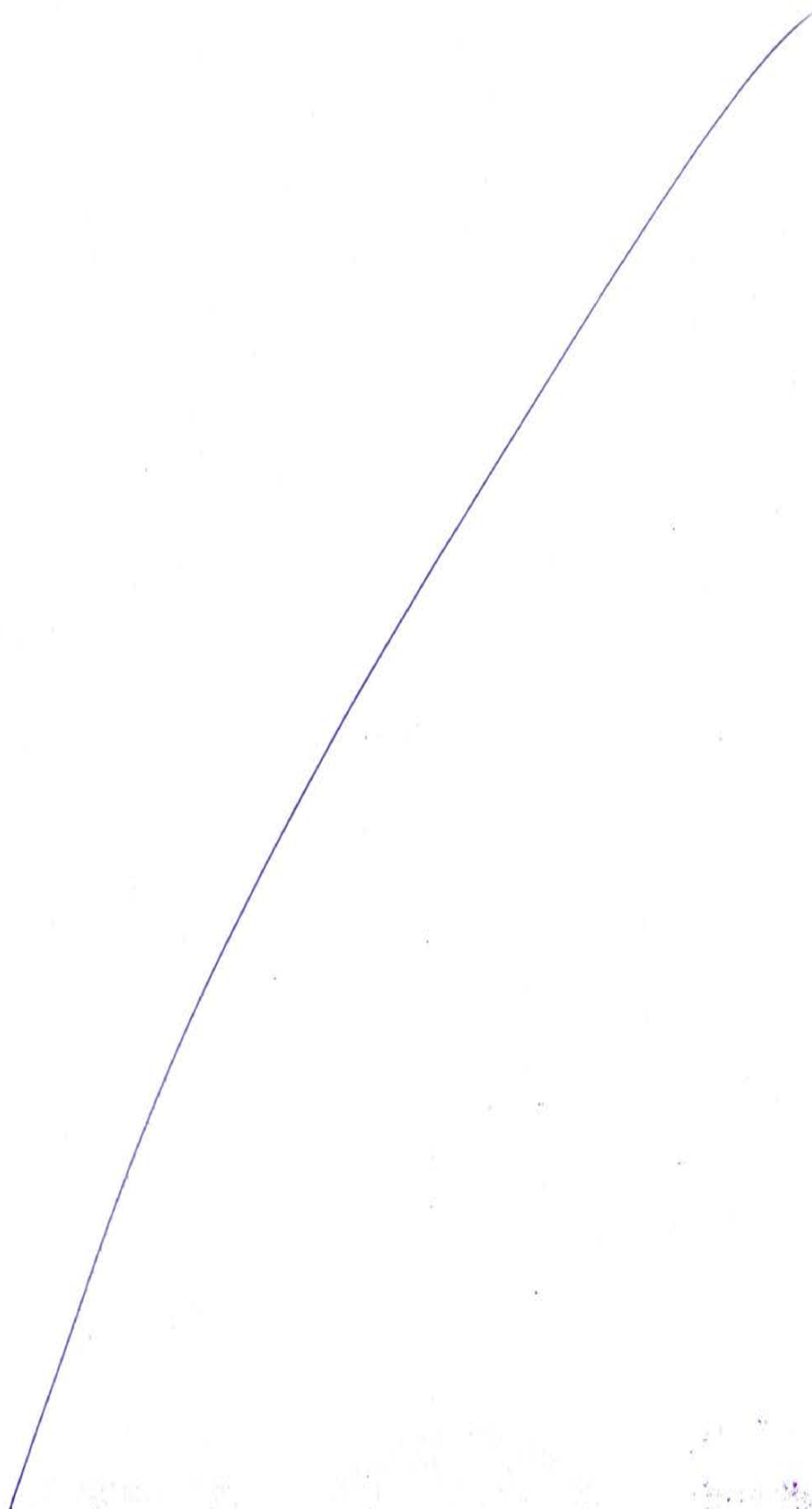
The Common Seal of the Company is affixed pursuant to the Resolution passed on 10th January 2017 in the presence of Mr. Vinayak K Deshpande, Managing Director and Dr. A. Raja Mogili, Company Secretary, who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association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


(Vinayak K Deshpande)
Managing Director


(Dr. A. Raja Mogili)
Company Secretary.



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

Grant of Power of Attorney

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

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

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

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

[Signature]
Dr. A. RAJA MOGLI
COMPANY SECRETARY



CERTIFIED TRUE COPY

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



7 JUL 2017



TATA PROJECTS LIMITED

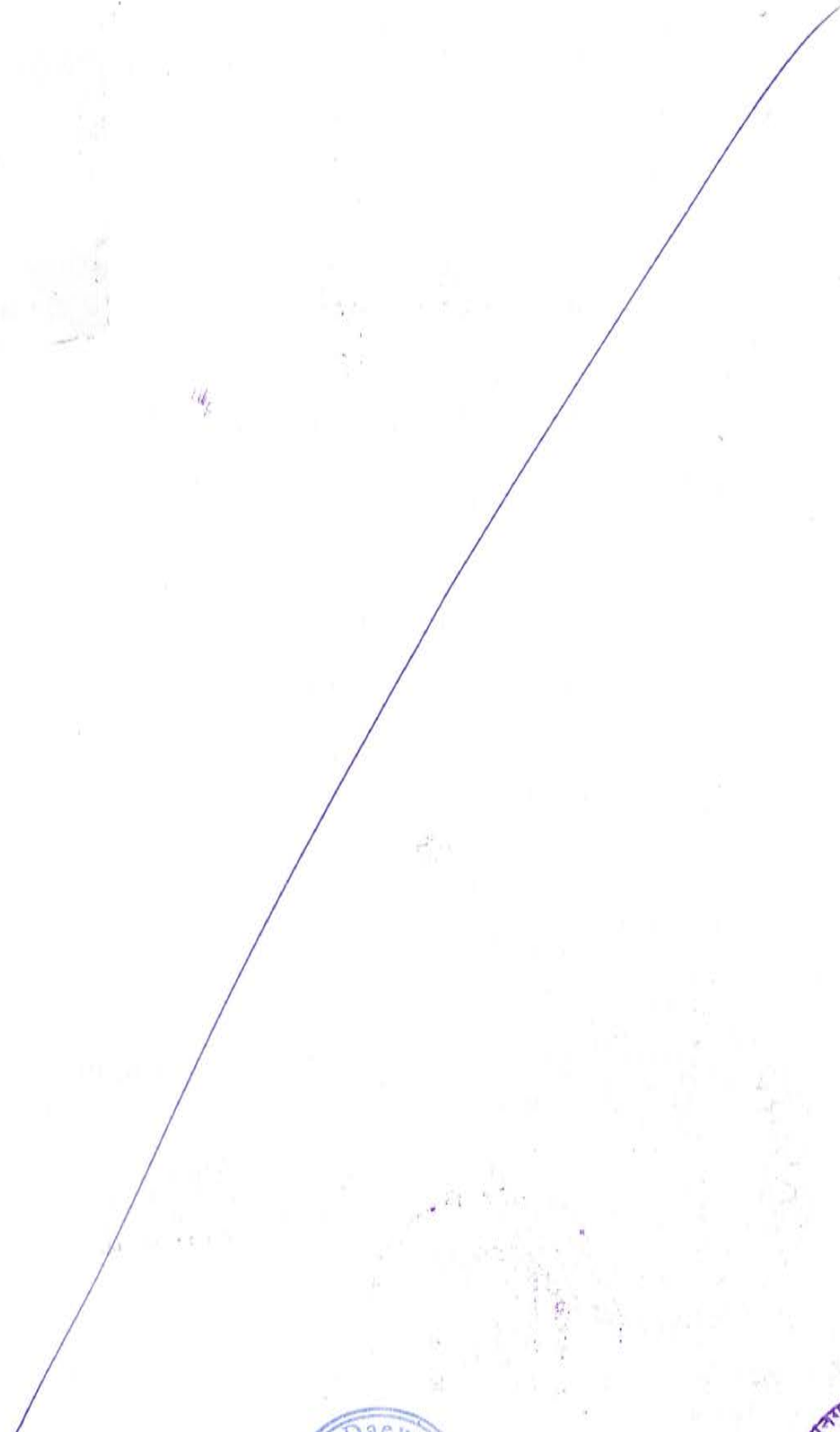
Registered Office : "Mithona Towers-1" 1-7-80 to 87 Prenderghast Road Secunderabad - 500 003 Telangana India

Phone +91-40-6623 8801 Fax 6617 2535

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



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Mumbai Trans Harbour Link Project
Package I⁰⁰⁰⁰ 2619

46
TATA PROJECTS
Simplify.Create

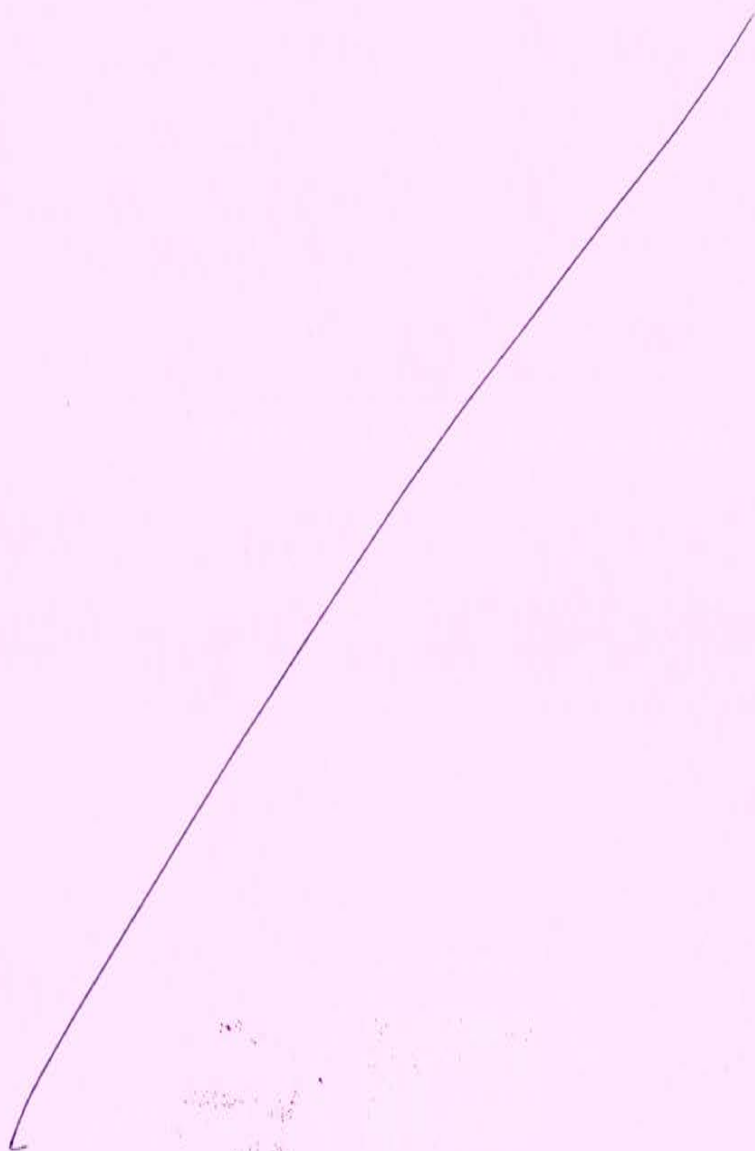
BIDDER'S QUALIFICATIONS



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)

2620





Mumbai Trans Harbour Link Project
Package II

TATA PROJECTS
Simplify. Create
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FORM ELI-1: BIDDER INFORMATION

- DAEWOO E & C



Mumbai Metropolitan
Region Development
Authority

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

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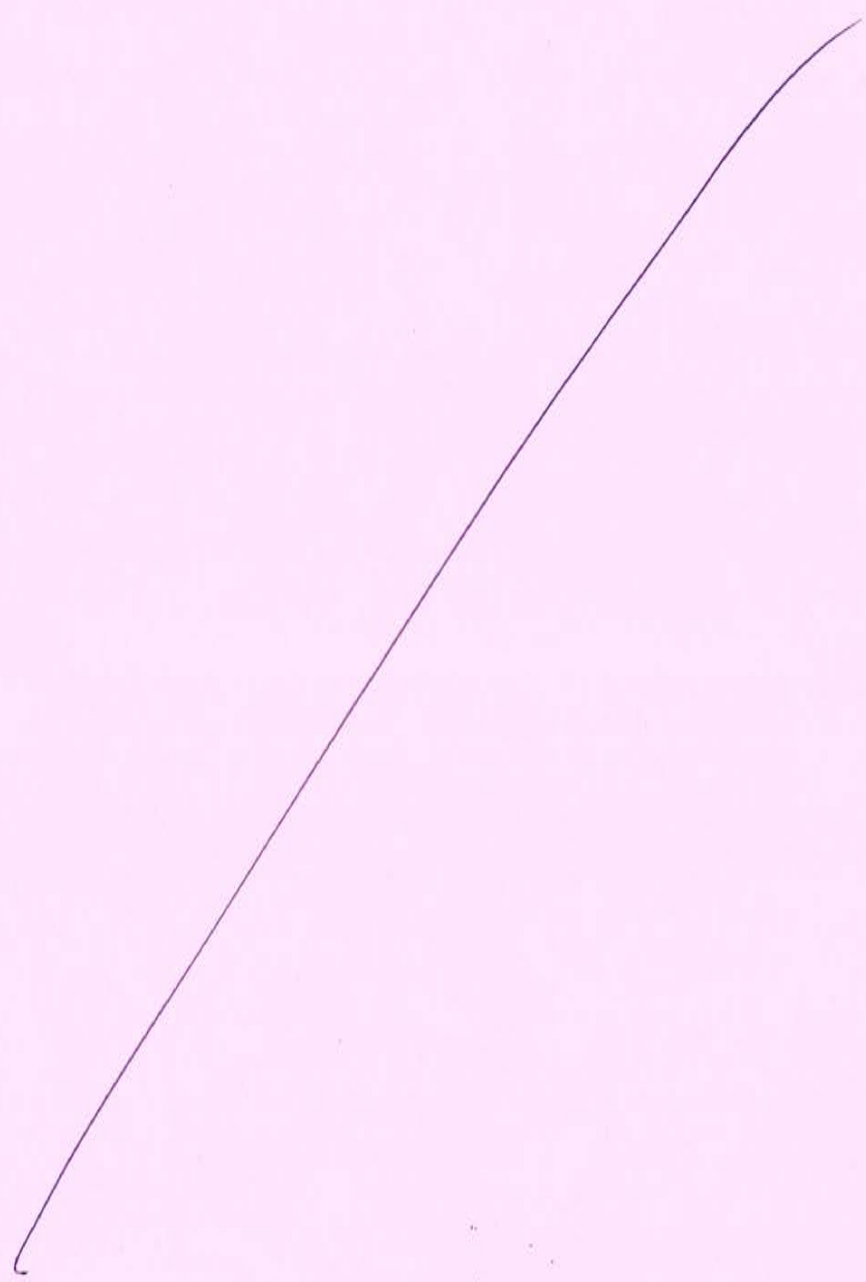
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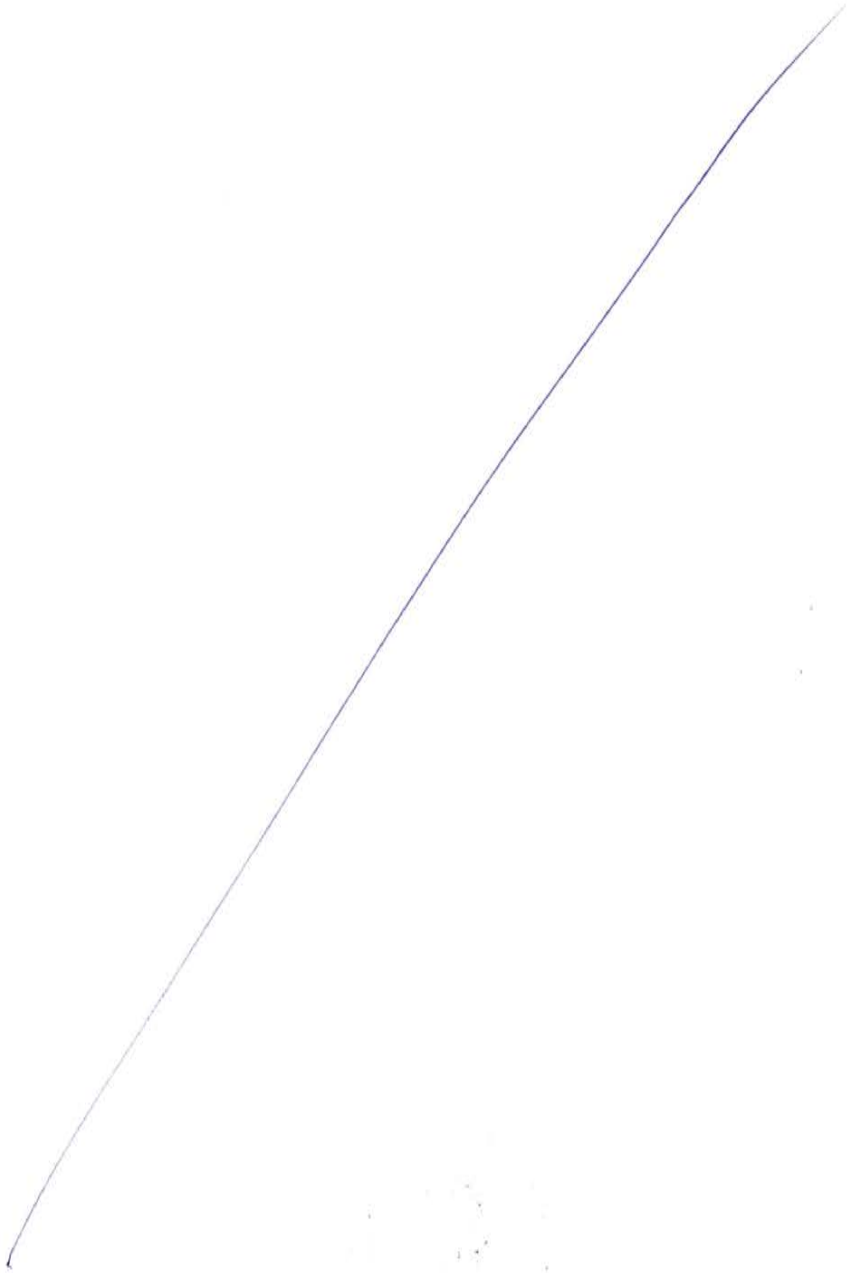
Form ELI - 1: Bidder Information

Date : 17th July 2017
IFB No. : MMRDA/ENG1/000753
Page : 1 of 2 pages

1. Bidder's(legal) name : Daewoo - TPL JV
2. In case of a JV Bidder, legal name of the representative member and of each member : - Daewoo Engineering & Construction Co., Ltd. (Representative of the JV) - Tata Projects Ltd.
3. Bidder's actual or intended country of registration : Daewoo Engineering & Construction Co., Ltd. - Republic of Korea Tata Projects Ltd. - Republic of India
4. Bidder's actual or intended year of incorporation : Daewoo Engineering & Construction Co., Ltd. - November 1 st , 1973 (Daewoo E&C Incorporated under Daewoo Corporation on November 1st 1973 and spun off from Daewoo Corporation on December 27th, 2000) Tata Projects Ltd. -1979
5. Bidder's legal address in country of registration : Daewoo Engineering & Construction Co., Ltd. - 75, Saemunan-ro, Jongno-gu, Seoul, 03182, Republic of Korea Tata Projects Ltd. - Mithona Towers-1, Opposite Wesley Co-ed. Jr. College, Prenderghast Road, near Paradise Circle, Secunderabad, Telangana 500003, India



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6. Bidder's authorized representative information

Daewoo Engineering & Construction Co., Ltd.

- Name : Mr. Byoung-Hoi UHM - Deputy General Manager,
Overseas Civil Tendering Team

- Address : 75, Saemunan-ro, Jongno-gu, Seoul, Korea

- Telephone/Fax numbers : Tel. +82-2-2288-3420 / Fax. +82-2-2288-5040

- Email Address : byounghoi.uhm@daewooenc.com

- Name : Mr. Young-Min KIM - Manager,
Overseas Civil & Building Marketing Team

- Address : 75, Saemunan-ro, Jongno-gu, Seoul, Korea

- Telephone/Fax numbers : Tel. +82-2-2288-5258 / Fax. +82-2-2288-5533

- Email Address : kim.youngmin@daewooenc.com

Tata Projects Ltd.

- Name : Mr. Vivek Singhal - Chief Operating Officer, Urban Infrastructure

- Address : Hiranandani Knowledge park, 11th Floor, Technology Street,
Powai, Mumbai 400076

- Telephone/Fax numbers : Tel. +91-2267402900 / Fax. +91-2267402960

- Email Address : viveksinghal@tataprojects.com

- Name : Devendra Kumar Sharma, BU Head (Roads, Bridges and Ports),
Urban Infrastructure

- Address : Hiranandani Knowledge park, 11th Floor, Technology Street,
Powai, Mumbai 400076

- Telephone/Fax numbers : Tel. +91-2267402900 / Fax. +91-2267402960

- Email Address : devendrasharma@tataprojects.com

7. Attached are copies of original documents of [tick the appropriate box]:

In case of a single entity Bidder, Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3.

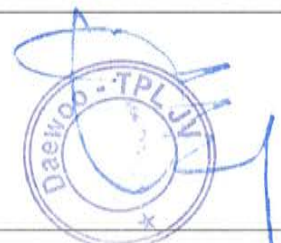
- Not Applicable

In case of a JV Bidder, a JV agreement or a letter of intent to enter into a JV agreement, in accordance with ITB 4.1.

* Please refer to the Attachment #01: Pre-Bid Agreement

8. [In case of a single entity Bidder only] Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

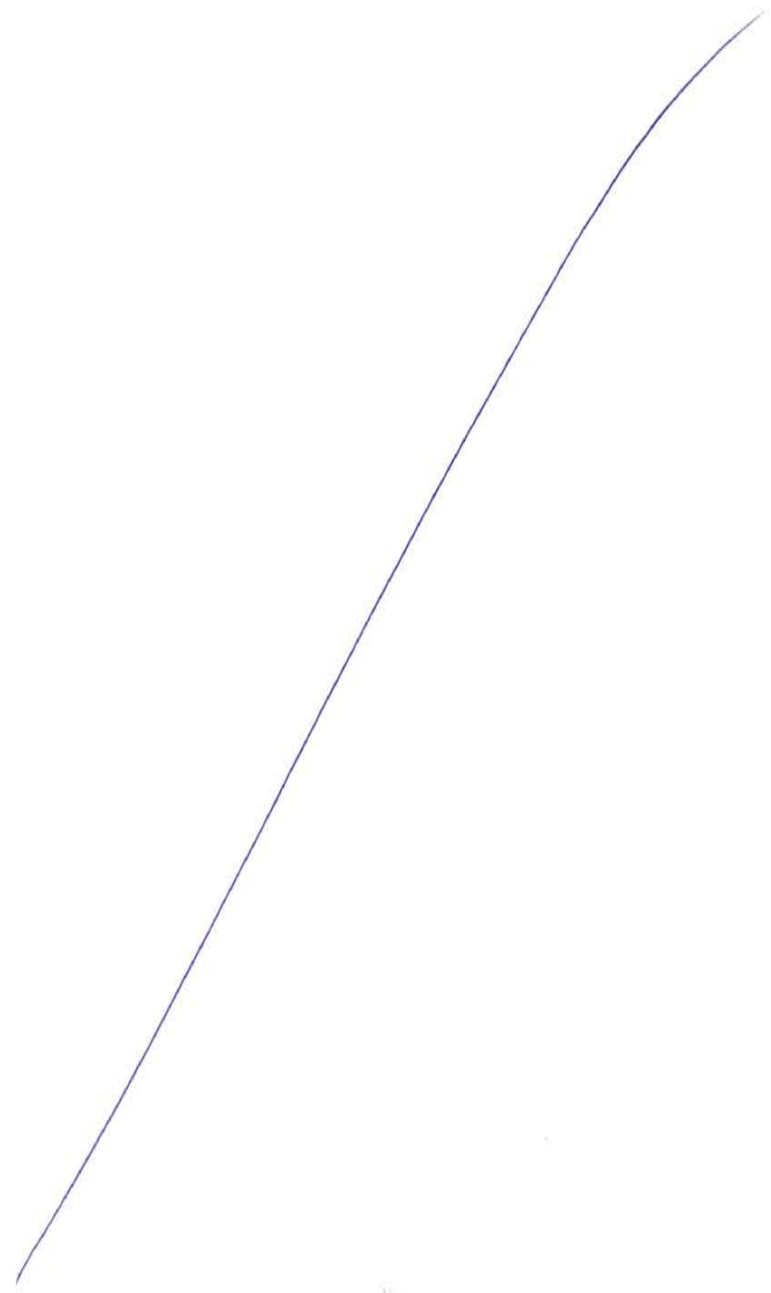
- Not Applicable



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Mumbai Trans Harbour Link Project
Package II

TATA PROJECTS
2627 Simplify.Create

ATTACHMENT NO.1 - JOINT VENTURE AGREEMENT



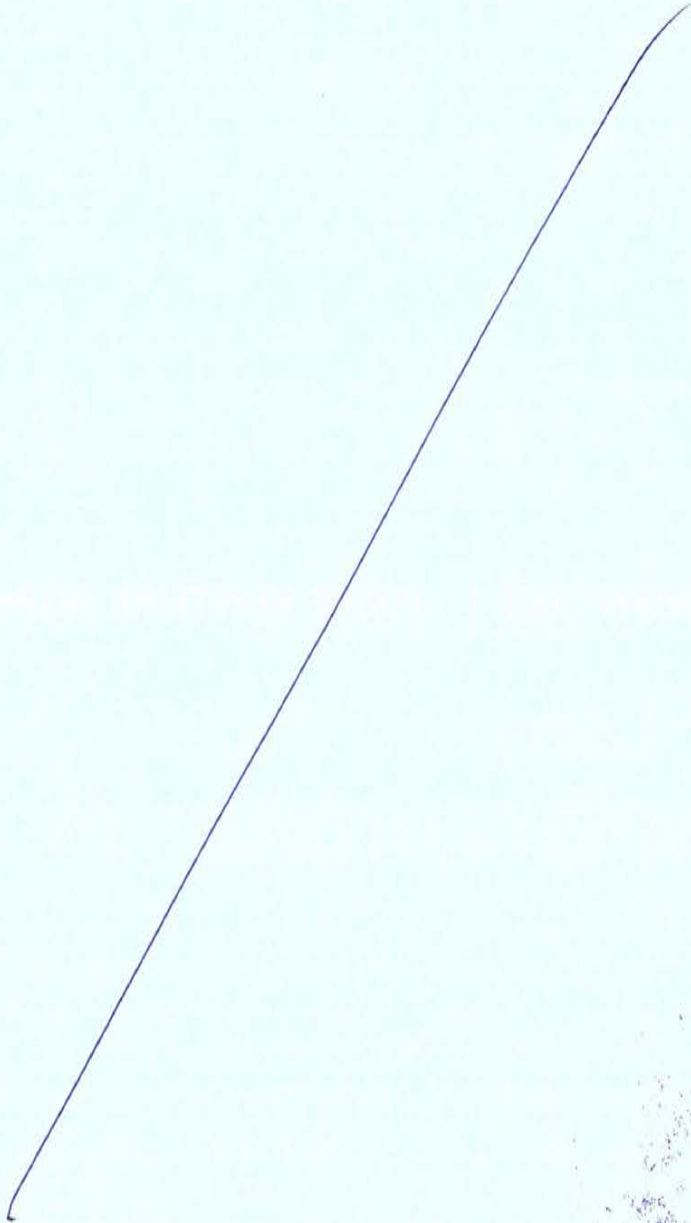
Mumbai Metropolitan
Region Development
Authority

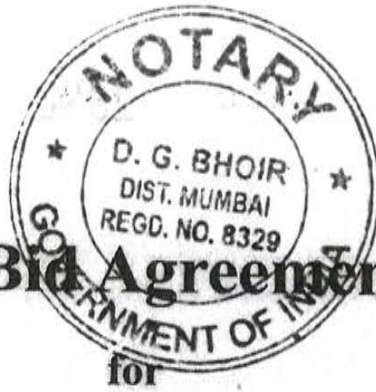
Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 –
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)

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Pre-Bid Agreement
for

Mumbai Trans Harbour Link Project

for

(Package-1)

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

And

(Package-2)

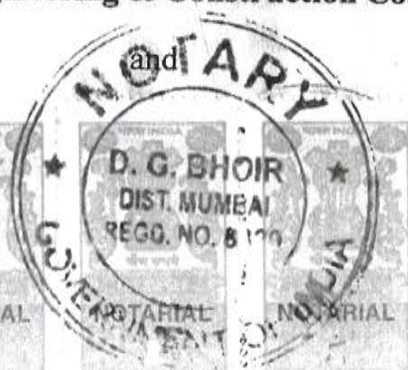
Construction of a 7.807km long bridge section
(CH 10+380-CH 18+187) across the Mumbai
Bay and Shivaji Nagar Interchange



20th June 2016

by and between

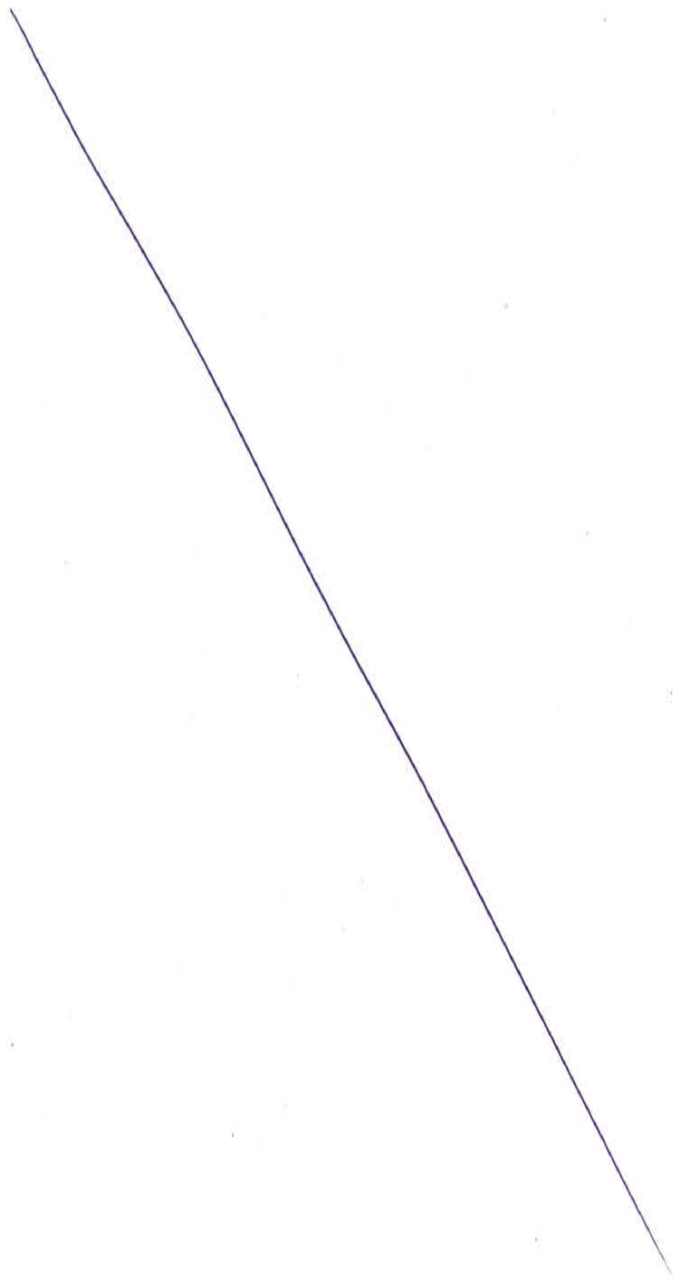
Daewoo Engineering & Construction Co., Ltd.



12 JUN 2016



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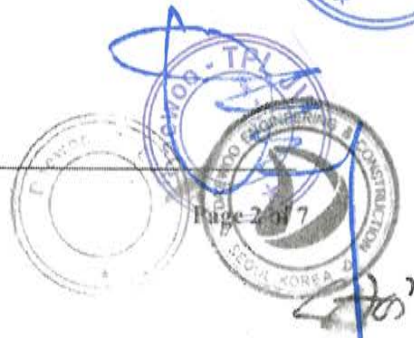


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Article	Page
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3. Exclusivity	4
4. Proportionate Share	4
5. Leading Party.....	4
6. Executive Authority.....	4
7. Role of Parties	4
8. Costs.....	4
9. Preparation and Submission of the Tender	5
10. Further Agreement.....	5
11. Confidentiality	5
12. Term.....	5
13. Governing Law and Dispute Resolution.....	6
14. Miscellaneous	6

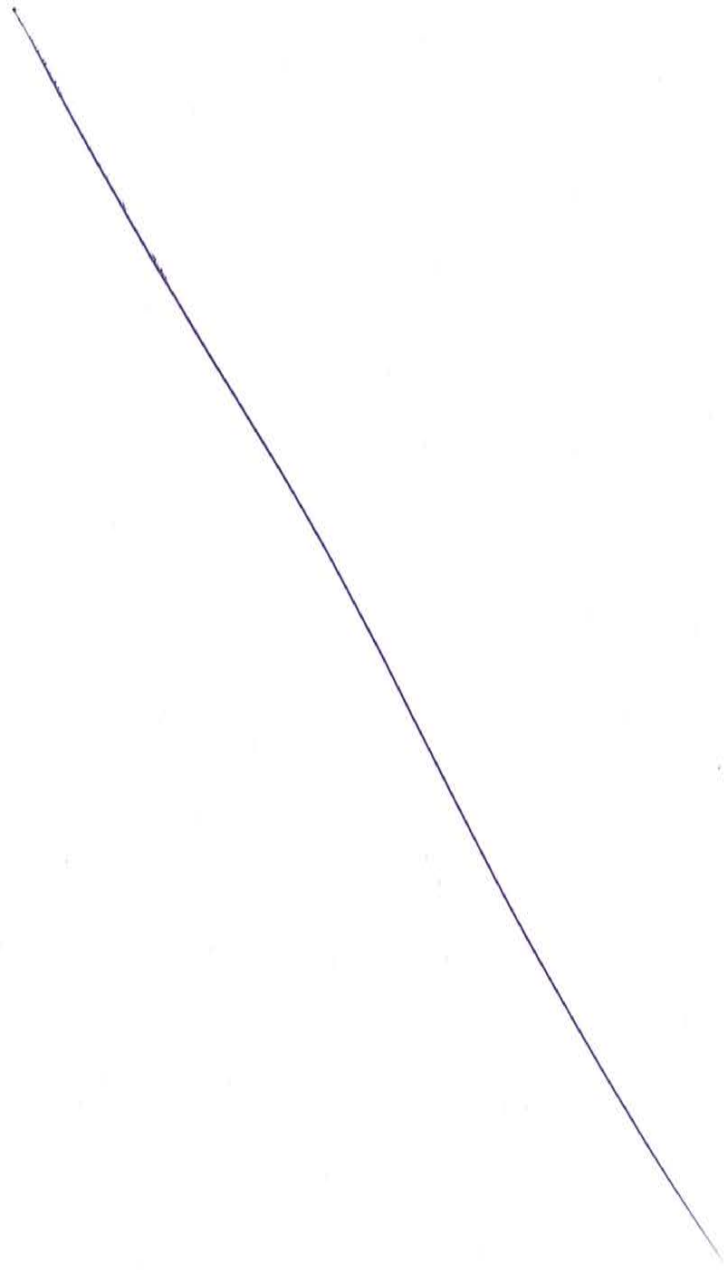


Pre-Bid Agreement

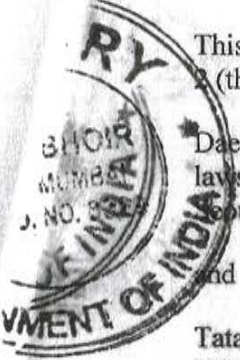


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This Pre-Bid Agreement for Mumbai Trans Harbour Link Project, Package-1 and Package-2 (this "Agreement") is made and entered into on 20th day of June, 2106, by and between:

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

and

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

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

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

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

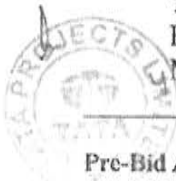
AND WHEREAS, the Parties shall submit Tender for both Package-1 and Package-2, the Client shall award Contract to a Bidder for only one, either Package-1 or Package-2.

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

1. Objective

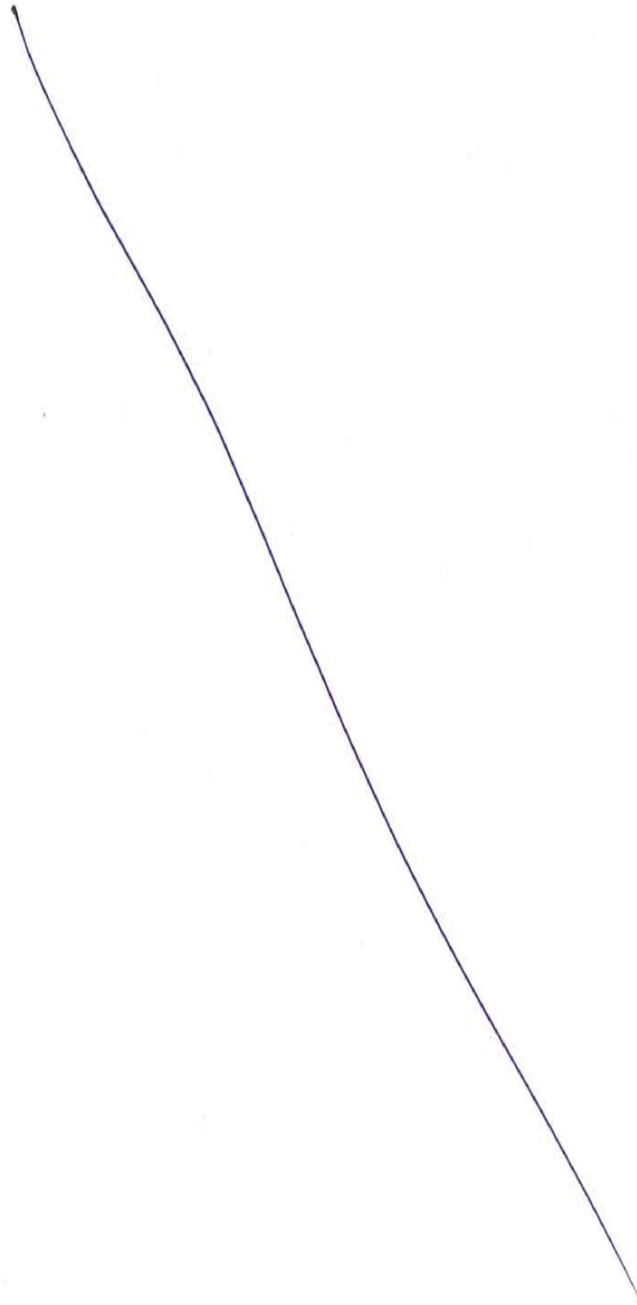
The Parties undertake to cooperate with each other for the purpose of (i) jointly preparing, agreeing and submitting the Tender and thereafter (ii) negotiating and if successful (iii) entering into and performing the Contract in accordance with the provision of this Agreement.

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



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Joint and Several Liability

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

Exclusivity

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

4. Proportionate Share

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

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

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

5. Leading Party

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

6. Executive Authority

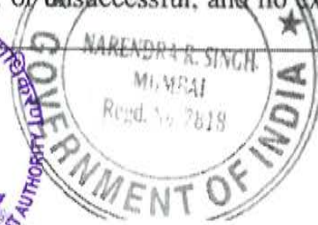
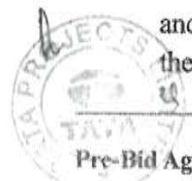
Without prejudice, the Parties of the Joint Venture appoints Mr. Wook Choi from Daewoo, Email: wook.choi@daewooenc.com as their authorized representative for any negotiations with the Client and to receive any instructions from the Client.

7. Role of Parties

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

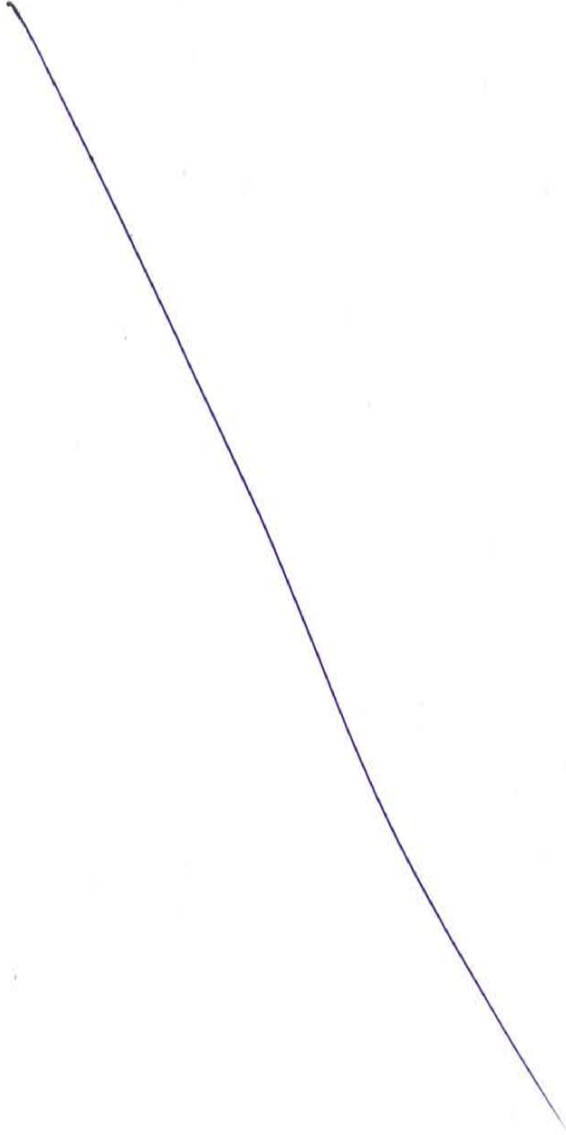
8. Costs

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



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

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

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

9. Preparation and Submission of the Tender

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

10. Further Agreement

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

11. Confidentiality

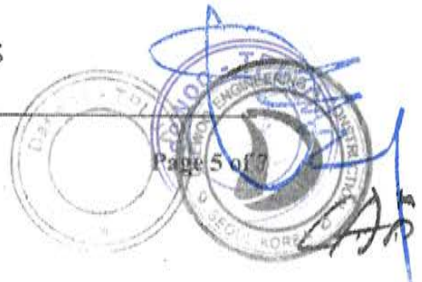
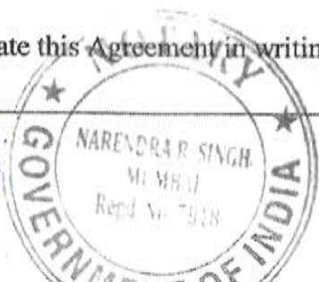
Each Party shall keep secret and not divulge to third parties nor use in anyway any information, whether technical or commercial, disclosed by the other Party without prior written consent of the other Party and shall use such information only for the purpose of this Agreement. The obligations of the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

12. Term

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

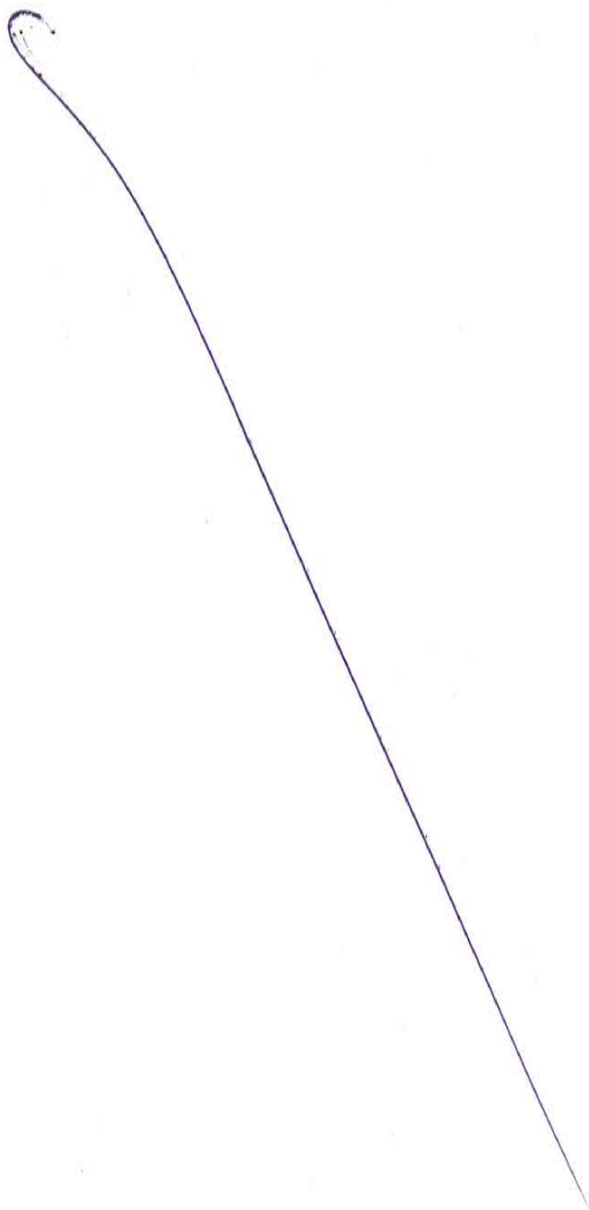
- 1) the Project is canceled by the Client;
- 2) the JV fails to be selected as a qualified bidder by the Client;
- 3) the Project has been awarded to a third party;
- 4) any Party becomes insolvent, bankrupt or subject to any receivership or administration order;

5) the Parties agree to terminate this Agreement in writing;



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

Governing Law and Dispute Resolution

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

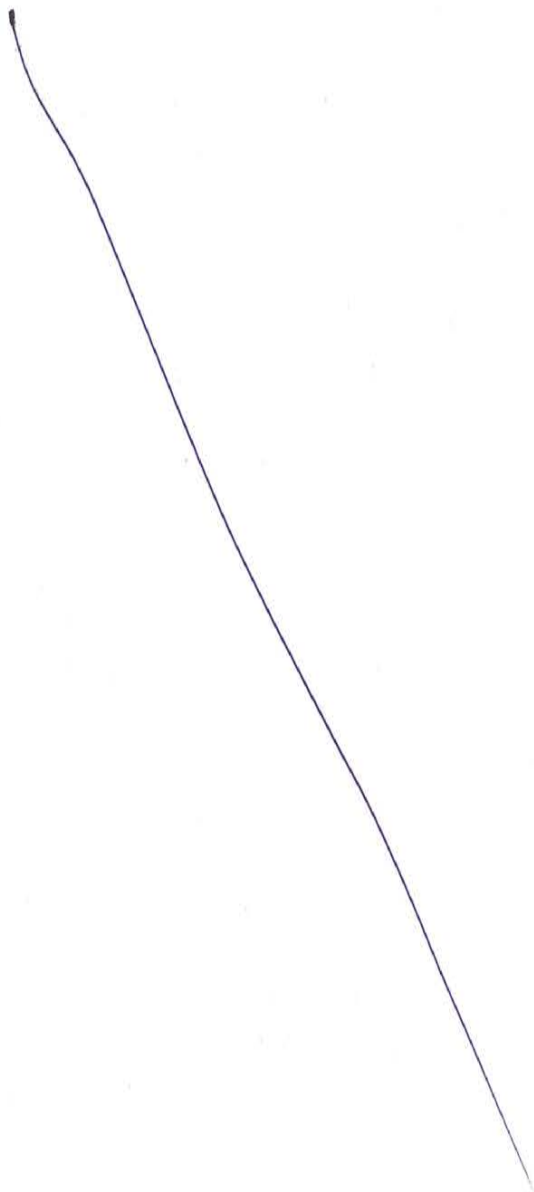
14. Miscellaneous

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



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

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

Daewoo Engineering & Construction Co., Ltd.

Signature

Name Wook Choi

Title Senior Vice President at Overseas Infra Project Division

Tata Projects Limited

Signature

Name Vivek Singhal

Title Chief Operating Officer
Urban Infrastructure

Shaibal Roy

Head (Transportation & Hydro)
Urban Infrastructure

ATTESTED BY ME

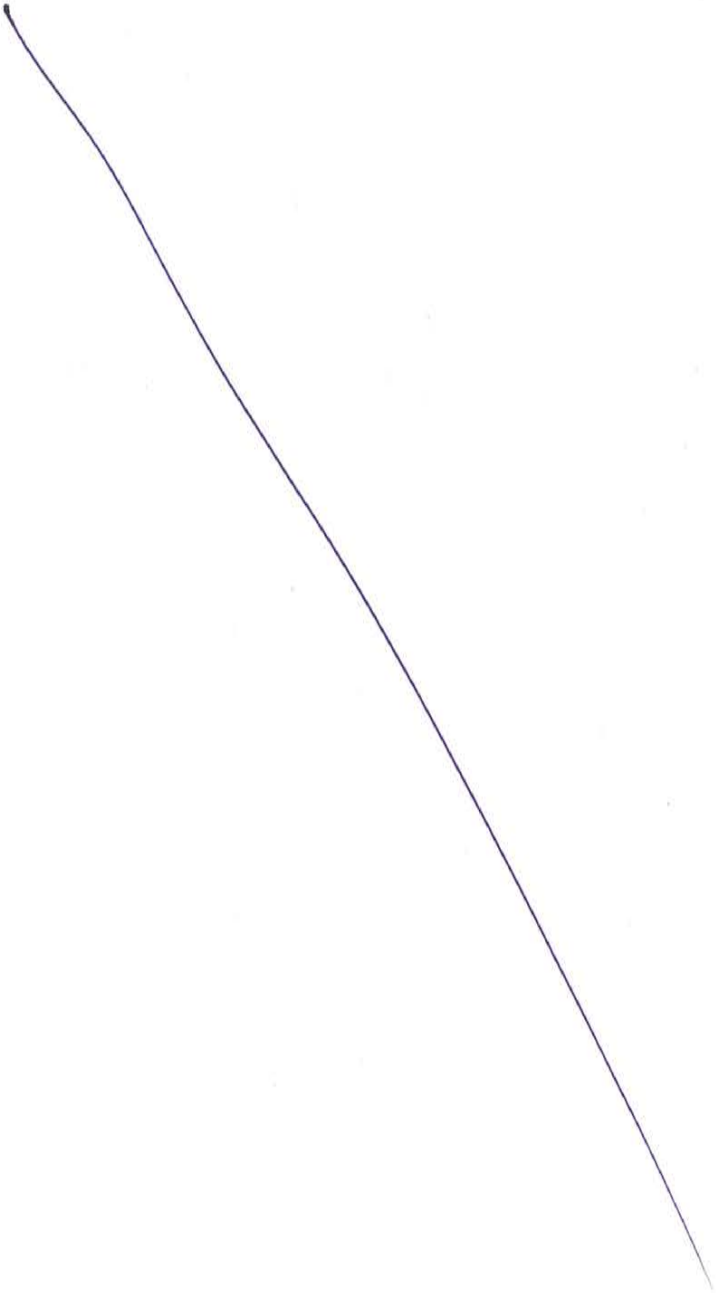
17 JUL 2016
NARENDRA R. SINGH
NOTARY (GOVT. OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
MOBILE: +91 9869433277 / 9869036888



Pre-Bid Agreement

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Amendment 1 to Pre-Bid Agreement for

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

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

**And
(Package-2)**

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

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

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

and


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

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

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

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

Daewoo Engineering & Construction Co., Ltd.

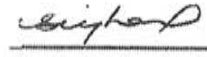
Signature 
 Name Wook Choi
 Title Executive Vice President
 Overseas Civil & Building Division



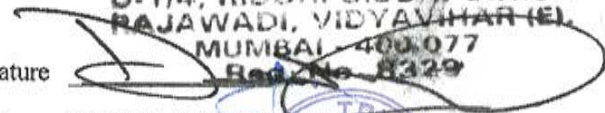
ATTESTED BY ME

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

Tata Projects Limited

Signature 
 Name Vivek Singhal
 Title Chief Operation Officer
 Urban Infrastructure



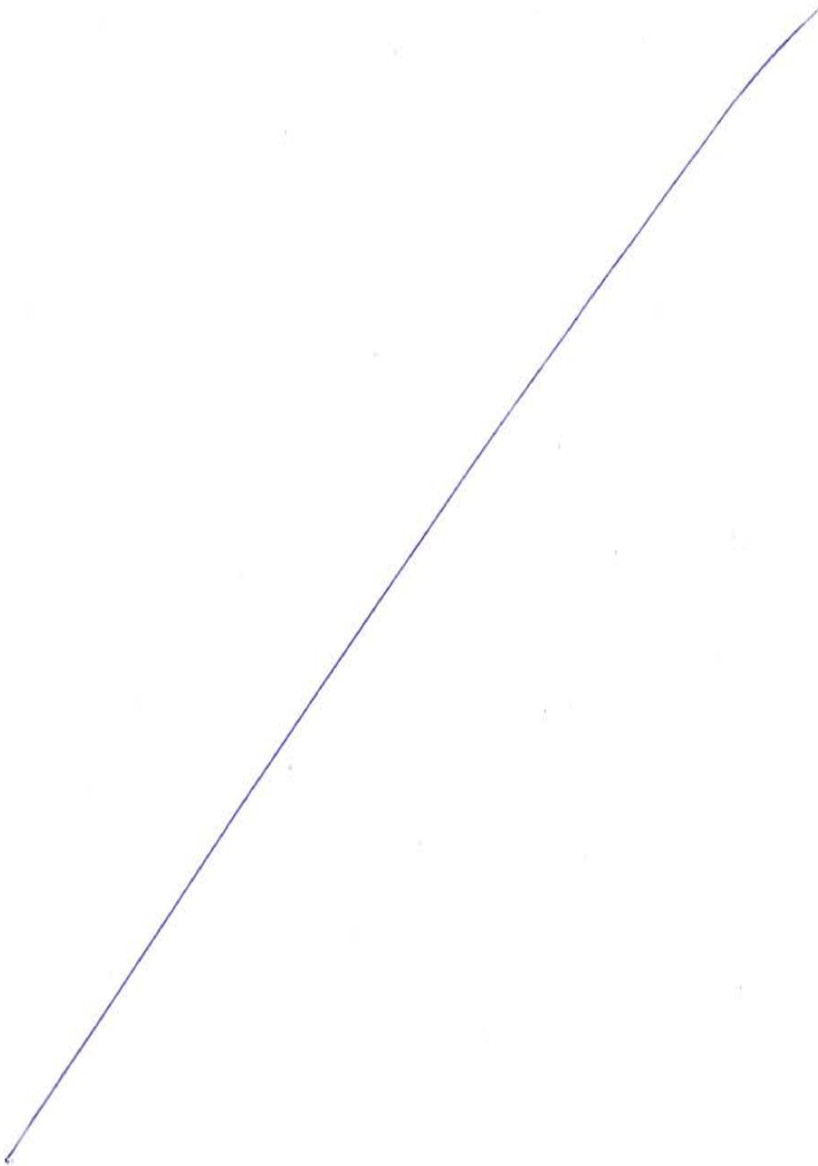
Signature 
 Name Devendra Kumar Sharma
 Title BU Head - Roads, Bridges & Ports
 SBU-Urban Infrastructure



13 JUL 2017

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Mumbai Trans Harbour Link Project
Package II

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TATA PROJECTS
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ATTACHMENT NO.2 – POWER OF ATTORNEY FOR SIGNING OF BID & BOARD RESOLUTION

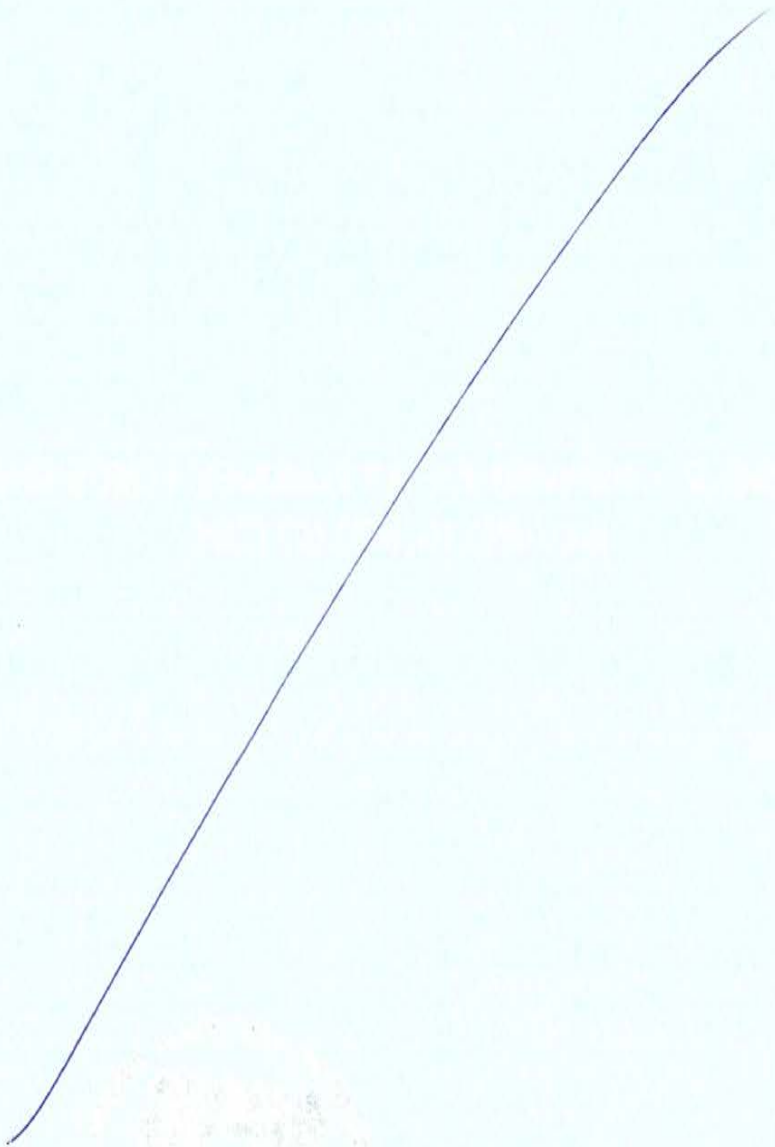


**Mumbai Metropolitan
Region Development
Authority**

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)

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

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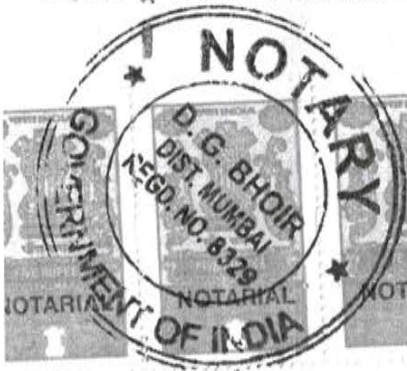
भारत INDIA

INDIA NON JUDICIAL



महाराष्ट्र MAHARASHTRA

SE 633053



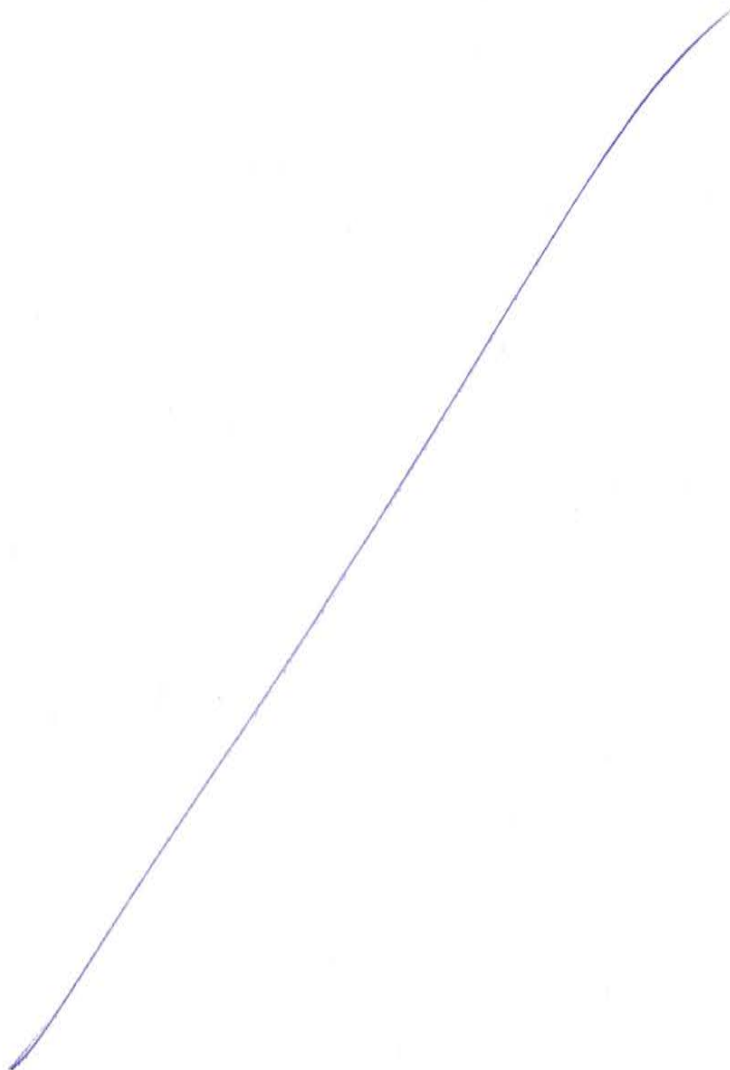
प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९०
4 JUL 2017
दफ्तार अशोकवरी



Power of Attorney

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





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Name

Position

Signature

Byoung-hoi UHM

Project Bid Manager
Daewoo E&C

Young-Min KIM

Commercial Bid Manager
Daewoo E&C

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

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

Vivek Singhal
Chief Operating Officer
Urban Infrastructure

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

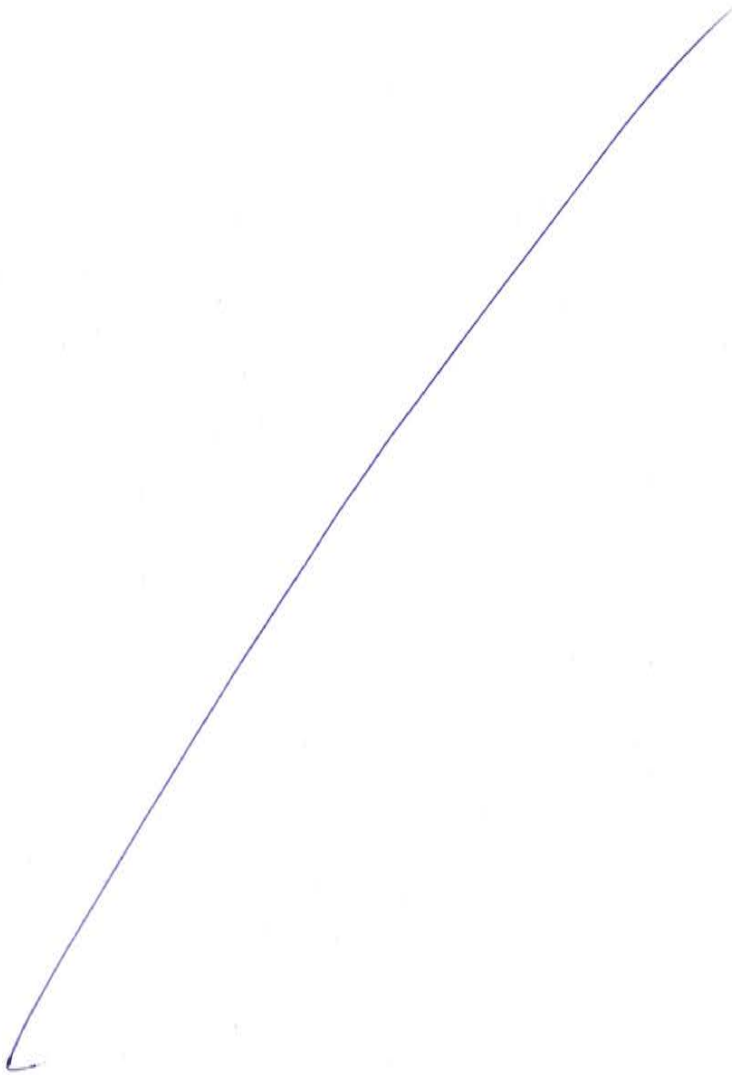


ATTESTED

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

14 JUL 2017







**Mumbai Trans Harbour Link Project
Package II**

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2651

FORM ELI-2: BIDDER'S PARTY INFORMATION

- DAEWOO E & C

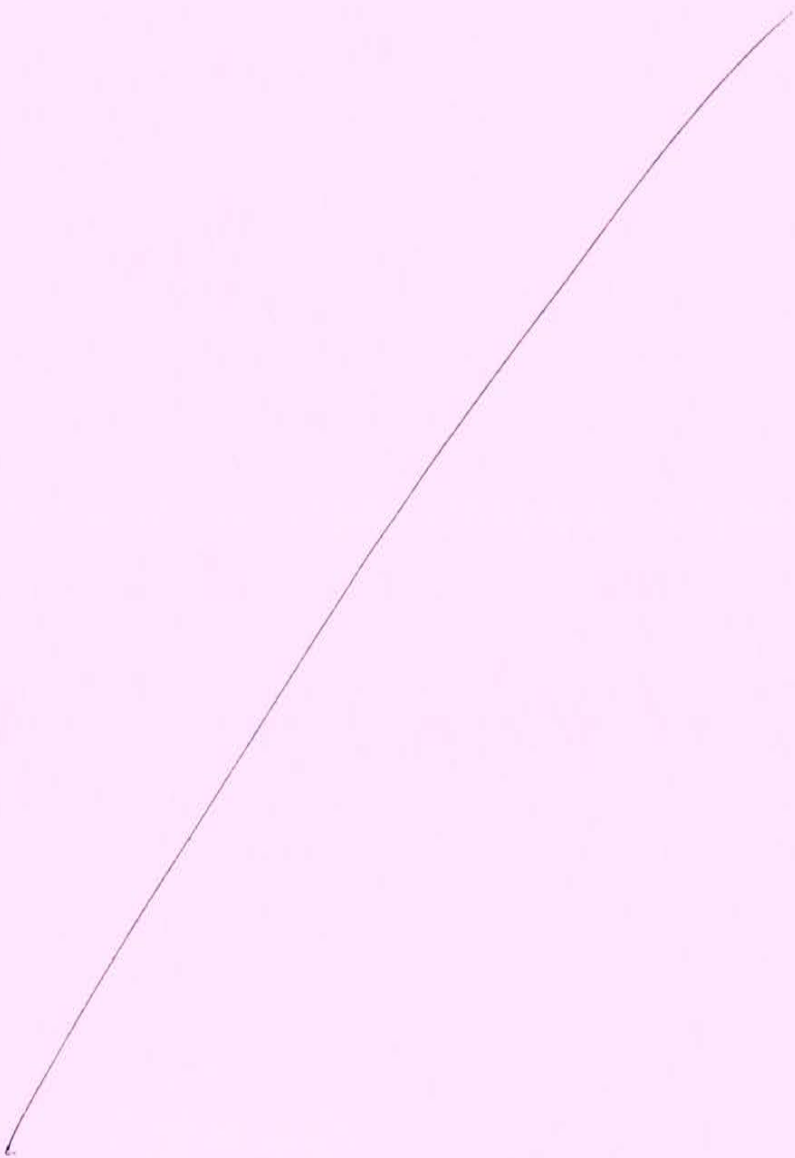


**Mumbai Metropolitan
Region Development
Authority**

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

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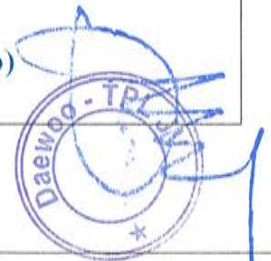
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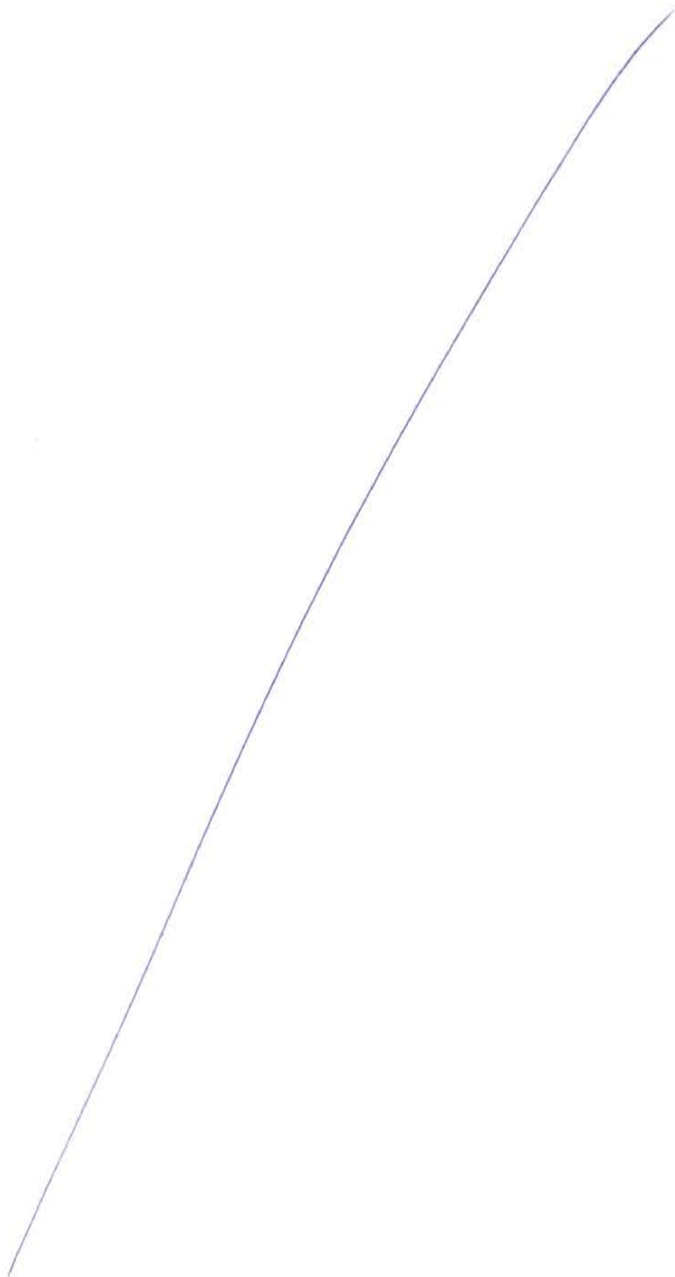
Form ELI - 2: Bidder's Party Information

Date : 17th July 2017
 IFB No. : MMRDA/ENG1/000753
 Page : 1 of 2 pages

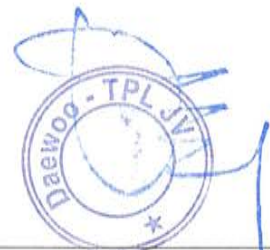
1. Bidder's name : Daewoo - TPL JV
2. Bidder's Party legal name : Daewoo Engineering & Construction Co., Ltd.
3. Bidder's Party country of registration : Republic of Korea
4. Bidder's Party year of incorporation : November 1 st , 1973 - Daewoo E&C Incorporated under Daewoo Corporation on November 1st 1973 and spun off from Daewoo Corporation on December 27th, 2000.
5. Bidder's Party legal address in country of registration : 75, Saemunan-ro, Jongno-gu, Seoul, 03182, Republic of Korea
6. Bidder's authorized representative information - Name : Byoung-Hoi UHM - Address : 75, Saemunan-ro, Jongno-gu, Seoul, Korea - Telephone/Fax numbers : Tel) +82-2-2288-3420 / Fax) +82-2-2288-5040 - Email Address : byounghoi.uhm@daewooenc.com - Name : Young-Min KIM - Address : 75, Saemunan-ro, Jongno-gu, Seoul, Korea - Telephone/Fax numbers : Tel. +82-2-2288-5258 / Fax. +82-2-2288-5533 - Email Address : kim.youngmin@daewooenc.com
7. Attached are copies of original documents of : <input checked="" 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. * Please refer to the attachment; - Attachment: Articles of Incorporation(Daewoo) - Attachment: Certificate of Business Registration(Daewoo) - Attachment: Certificate of All Matters of Corporate Register(Daewoo)



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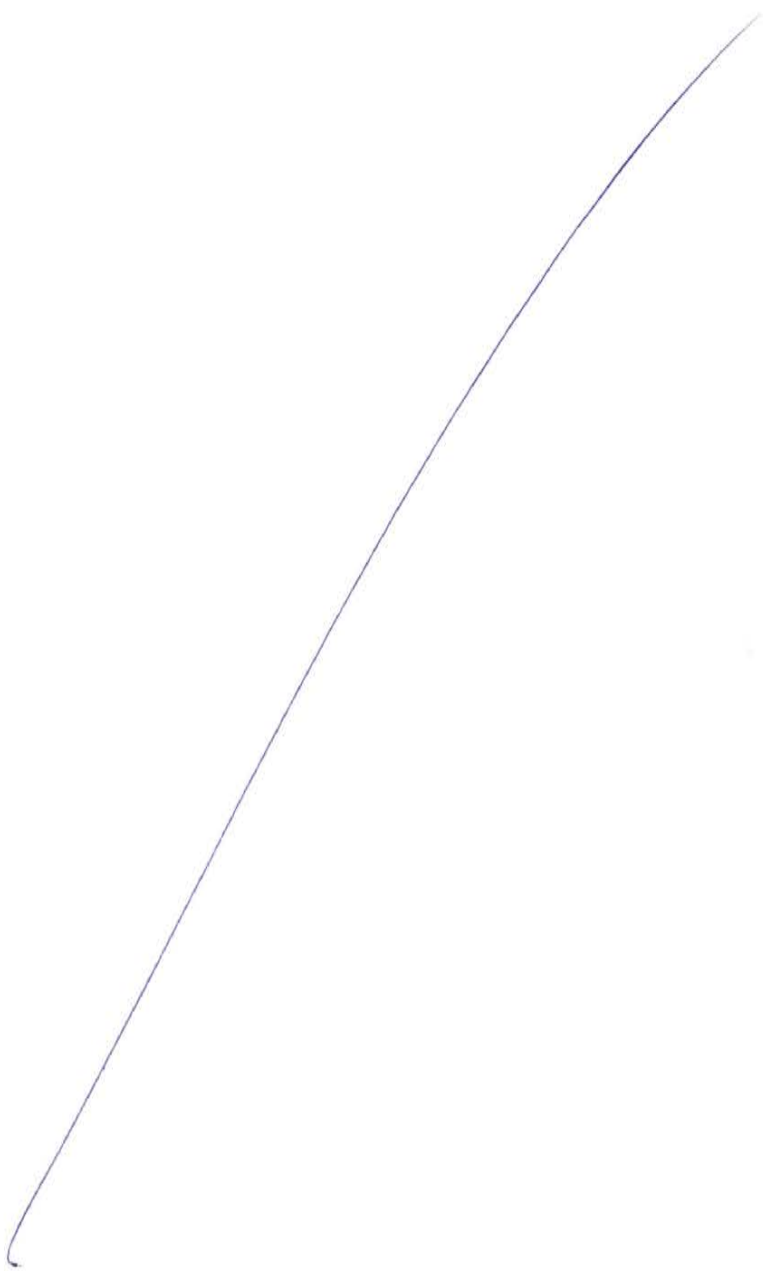


8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
* Please refer to the Attachment: Organizational Chart, List of Board of Director and Beneficial Ownership (Daewoo).
9. [Only in case of the proposed specialist Subcontractor] Included is a letter of undertaking to be a specialist Subcontractor to the Bidder.
- Not Applicable



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Mumbai Trans Harbour Link Project
Package II

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TATA PROJECTS
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ATTACHMENT: ARTICLES OF INCORPORATION

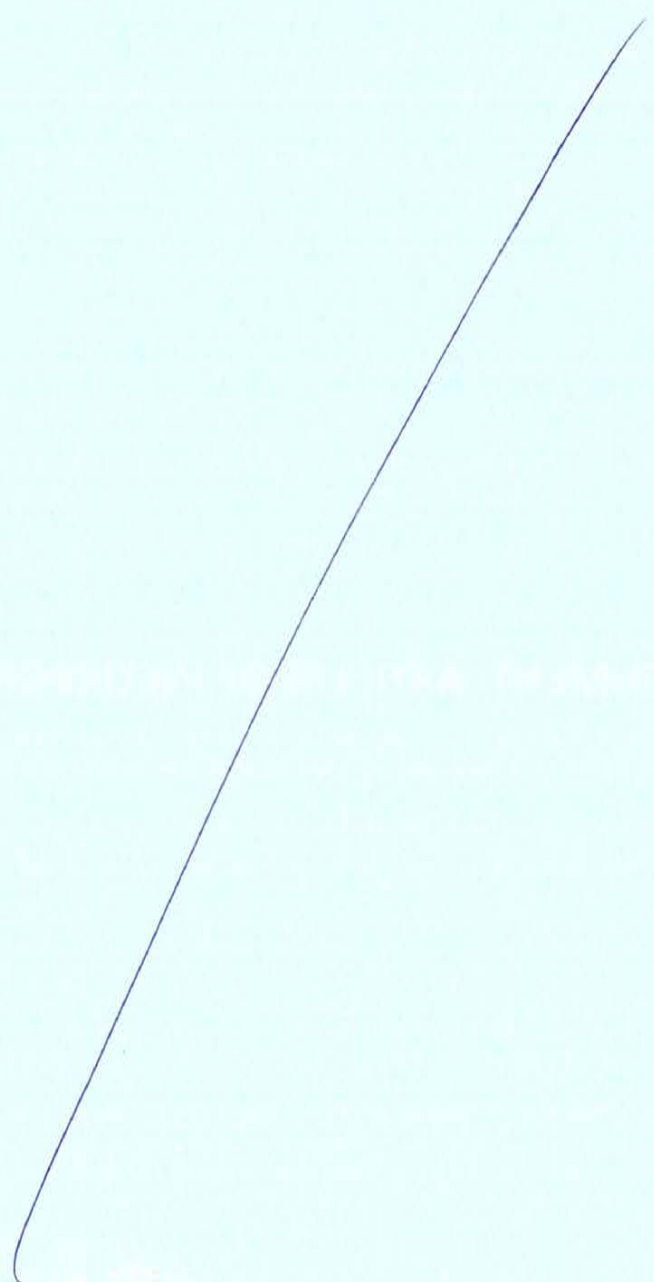
- DAEWOO E & C



Mumbai Metropolitan
Region Development
Authority

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

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

[제41호서식]

공증
인가 **법무법인 대 종**

Registered No. 2017 - 3108

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NOTARIAL CERTIFICATE



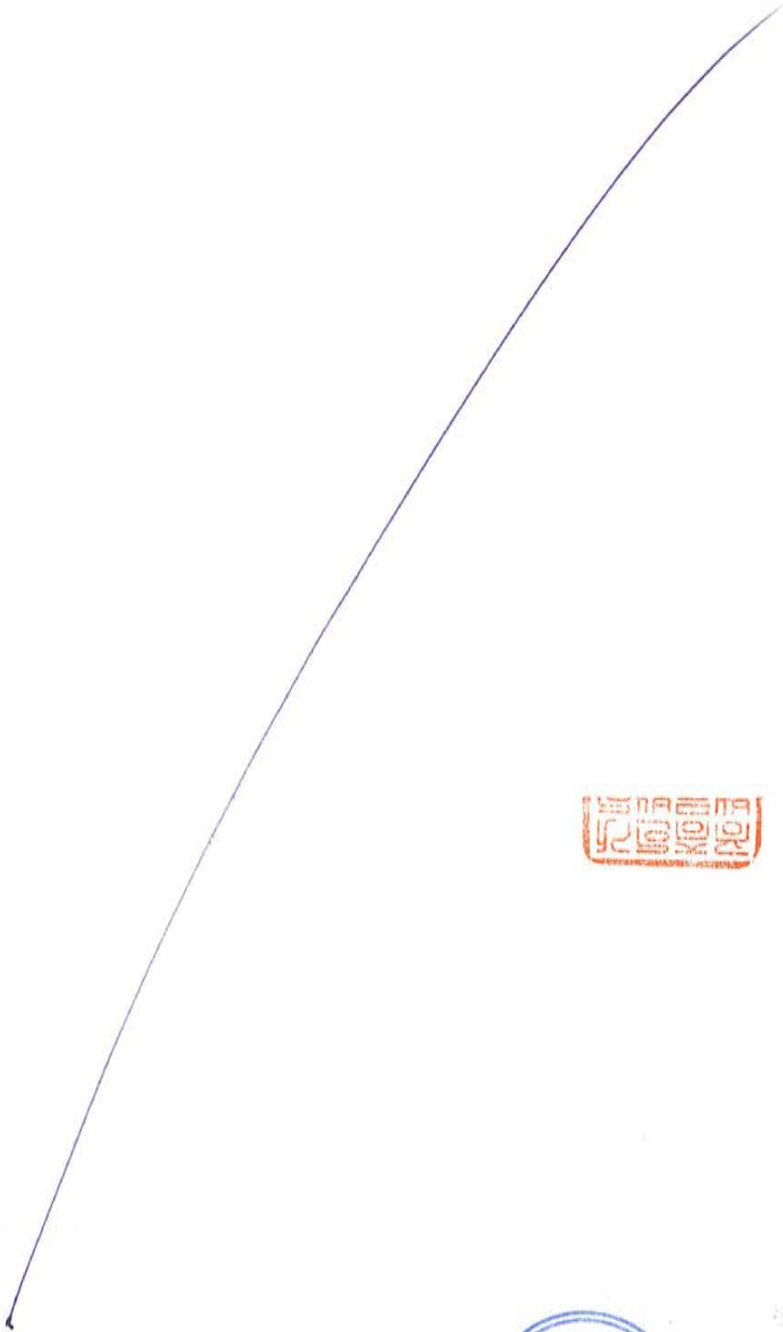
DAE JONG LEGAL CORPORATION

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



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Handwritten signature or initials.

DECLARATION

I, the undersigned, Chang-Min PARK, as President and Chief Executive Officer of Daewoo Engineering & Construction Co., Ltd., hereby solemnly and sincerely declare

1. That the attached document(s):


Articles of Incorporation

2.

is (are) true and correct.

is (are) true translation for the text(s) originally written in the Korean language conscientiously believing the same to be true and correct.

Signature

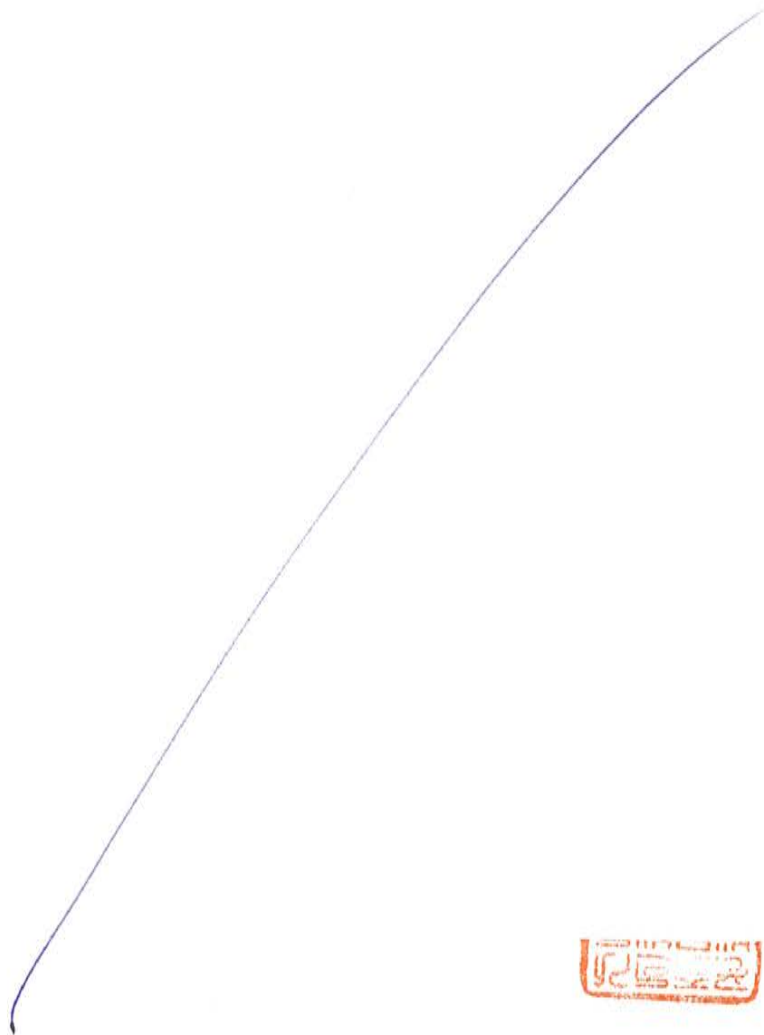
C.M PARK 

Chang-Min PARK
President & CEO
Daewoo E&C Co., Ltd.



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УГАГ М.С



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ARTICLES OF INCORPORATION

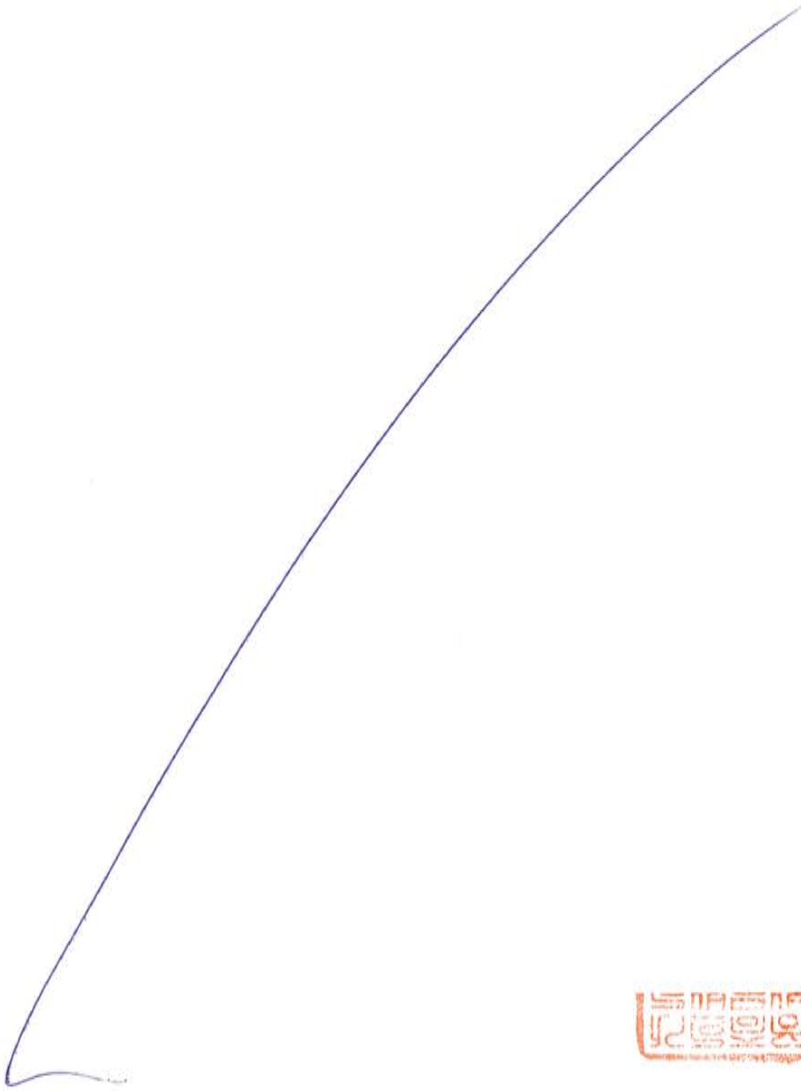


Daewoo Engineering & Construction Co., Ltd.



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CHAPTER I. GENERAL PROVISION

Article 1. Name

This Company shall be named 주식회사 대우건설 (hereinafter referred to as "Company") in Korean and DAEWOO ENGINEERING & CONSTRUCTION CO., LTD. (abbreviated as "DAEWOO E&C") in English.

Article 2. Objects

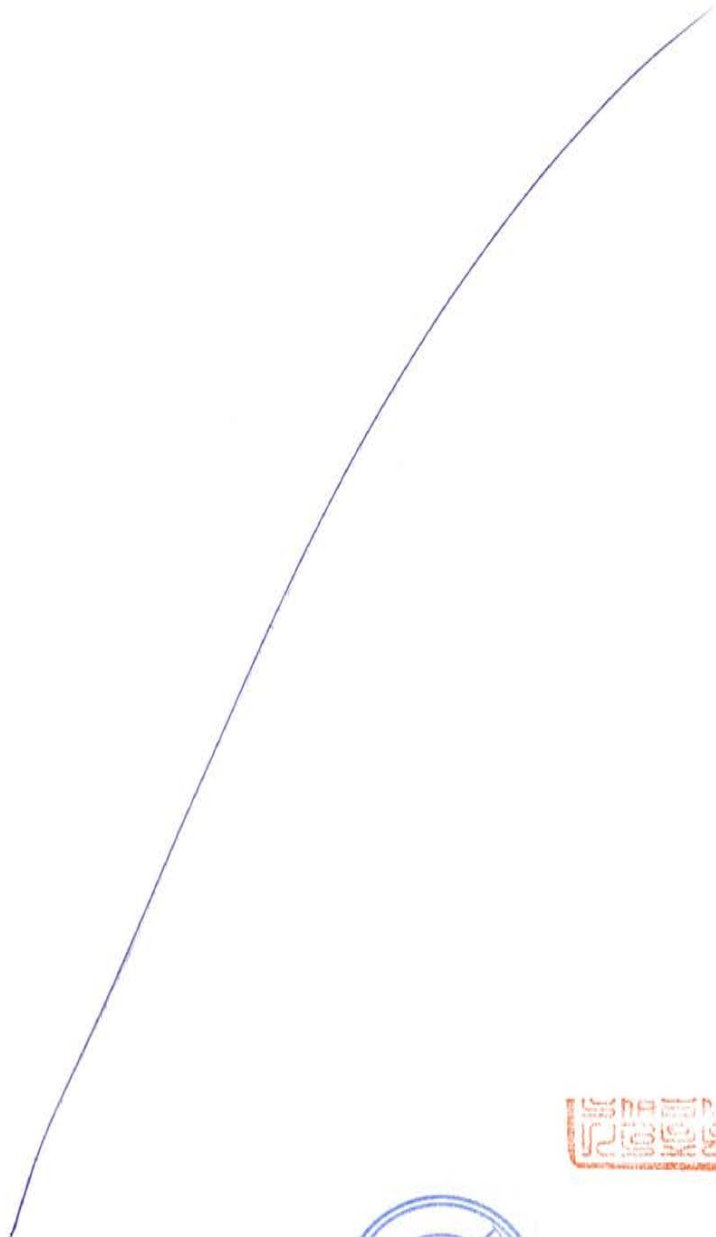
The objects of the Company shall be to engage in the following business activities:

1. Importing & exporting, agency services of importing an exporting, and brokerage;
2. Civil engineering & architecture, road paving, electrical and mechanical construction, landscaping, housing construction, installation of iron and steel materials, harbor, dredging, waterway and track installation, construction and designing of fire-fighting facilities, and supervision of fire-fighting construction;
3. Information-communications construction;
4. Overseas general construction (civil engineering & architecture, electrical and/or electro-communication construction and/or special construction);
5. Engineering services and military supplies;
6. Surveying and measuring for engineering and construction purposes, quality-testing, designing and supervision of design, and general supervision services;
7. Design, manufacture and installation, and operation of facilities for prevention of environmental pollution (prevention of water pollution, air pollution, and noise and vibration), waste disposal (nuclear waste, industrial waste and garbage), disposal facilities of water supply, drainage, and wastewater, facilities for generating electric power and steel structures of such facilities, and marine facilities; and design and construction of facilities for disposal of night-soil, facilities for purification of sewage septic tanks, and facilities for purification of livestock sewage;
8. Manufacture of special facilities;
9. Land cultivation and reclamation;
10. Investment in real estate, leasing, management, sale and purchase of real estate, and consulting services, and real estate development, operation of markets (arcades);
11. Development and sale of natural resources at home and abroad;
12. Production and sale of construction materials;
13. Development and sale of mines and/or quarries;
14. Manufacture and sale of iron and steel structures;



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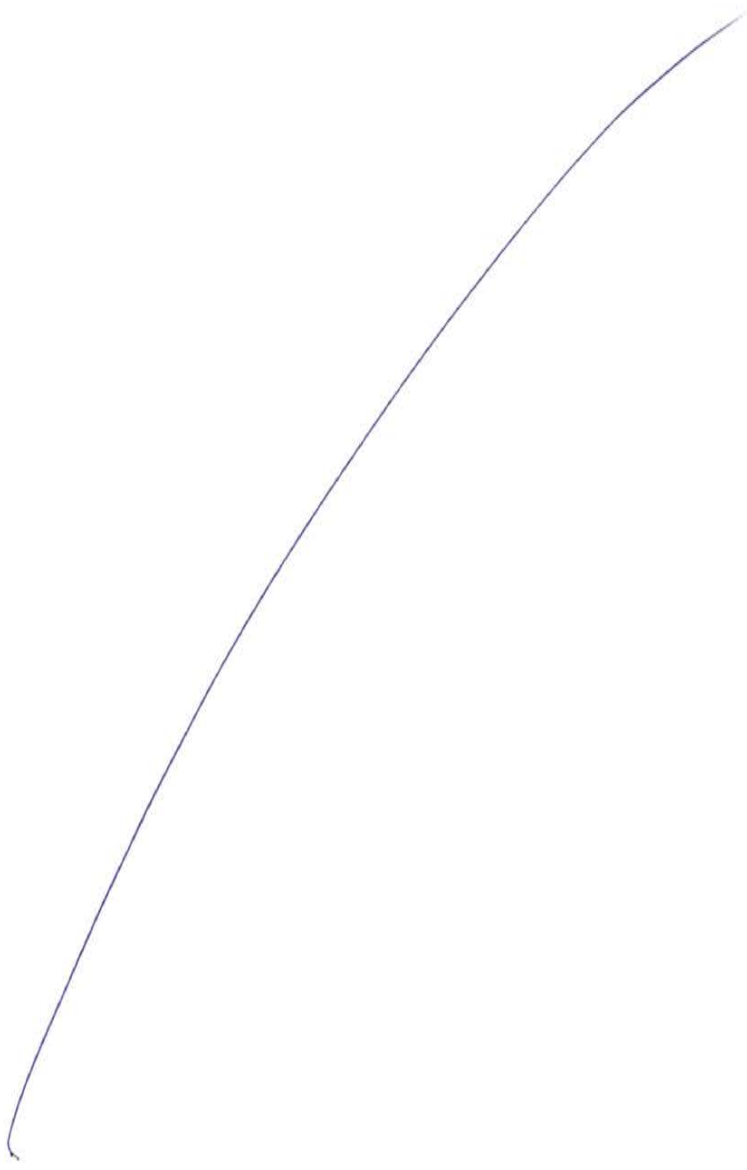


15. Leasing and/or repair services of heavy equipment;
16. Information processing services, other services such as educational service, leasing of data processing equipment;
17. Land/sea/air transportation services, warehousing, distribution, wholesale and /or retail;
18. Operation of tourist accommodations (hotels and condominiums), facilities for tourists, convenience facilities for tourists, and public baths (indoor swimming pools);
19. Forestry, livestock farming, gardening, and farming;
20. Operation of toll roads and parking lots;
21. Construction of heating facilities
22. Construction of gas facilities, city gas businesses and other gas-related businesses;
23. Publishing of written media, database services, technology researches, and provision of technology services;
24. Refining of crude oil, and manufacture and sale of electric power, gas and petroleum products;
25. Operation of general recreation centers, special recreation centers, and amusement parks;
26. Sale of computer software and related education services;
27. General construction technology services, and industrial facilities services (design, supervision, consulting, test operation, maintaining and repairing);
28. Design, manufacture, construction, supervision, repair, and operation of plants;
29. Athletic facilities services;
30. Agency services of assessing general impacts on the environment, agency services of assessing impacts on traffic, and agency services of assessing impacts on scenery;
31. Agency services of establishing the energy use plans, and energy-saving services;
32. Investment and operation of infrastructure and incidental businesses related thereto;
33. Collection and sale of aggregates;
34. Operation of welfare facilities and general health facilities for old people;
35. Utilization services of atomic energy;
36. Youth training services;
37. Terminal services of passenger vehicles;
38. Development of industrial complexes, and management and operation of industrial complexes;
39. Examination of safety of facilities, management and operation of facilities;
40. Construction and operation of department stores;
41. Design of electricity facilities and supervision of construction thereof;
42. Operation of cultural education centers and private education institutes;
43. Construction, operation, and management of exhibition centers, entertainment and performance;
44. Development of land for housing;
45. E-commerce over internet;
46. Venture business (discovering, investing in and incubating venture company);
47. Manufacturing and Sales of fabricated metal product;
48. Installation of a cableway;



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49. System integrated business (development of software, supplies, analysis of integrated automation system, development facilities and installation);
50. Manufacturing and sales of communication facilities through wire and wireless;
51. Manufacturing and sales of electric equipment for generation, transmission, transformation and distribution;
52. Manufacturing and sales of electric power, electronic equipment, industrial controller and control system;
- 52.1 New renewable energy business
53. Investment of Korean citizens and foreigners and corporations and investment related to the foregoing;
54. Work emitting waste to the ocean; and
55. Soil purification (restoration)
56. Purification of underground water
57. Asset management
58. All the businesses incidental and related to the foregoing.

Article 3. Location of the Principal Office.

- (1) The Principal Office of the Company shall be located in Seoul, Korea.
- (2) If necessary, the Company may open domestic and/or overseas branches, representative offices, offices and subsidiaries by a resolution of the Board of Directors.

Article 4. Public Notices

Public notices of the Company shall be given through the Company's homepage(www.daewooenc.co.kr). However, when giving notices through the Company's homepage is impossible due to reasons as computer problems, public notices shall be given in the Dong-A Ilbo and the Hankook Ilbo published daily in Seoul, Korea.

CHAPTER II. SHARES AND SHARE CERTIFICATES

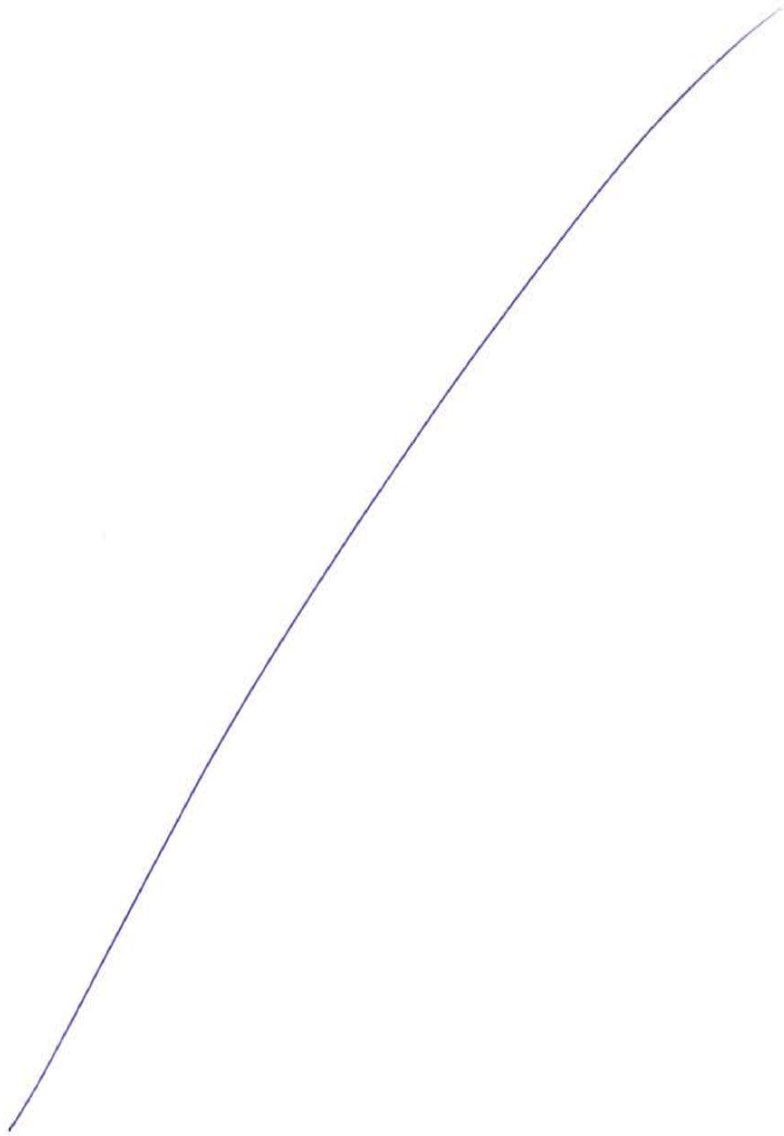
Article 5. Total number of Shares Authorized to be Issued.

The total number of shares authorized to be issued by the Company shall be Seven Hundred Million (700,000,000) shares.

Article 6. Par Value of Shares



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The par value of each share shall be Five Thousand (5,000) Won.

Article 7. Denomination of Shares and Share Certificates

- (1) The shares to be issued by the Company shall be non-bearer common shares and/or non-bearer preferred shares.
- (2) The Company may issue eight (8) denominations of share certificates representing One (1) share, Five (5) shares, Ten (10) shares, Fifty (50) shares, One Hundred (100) shares, Five Hundred (500) shares, One Thousand (1,000) shares, and Ten Thousand (10,000) shares.

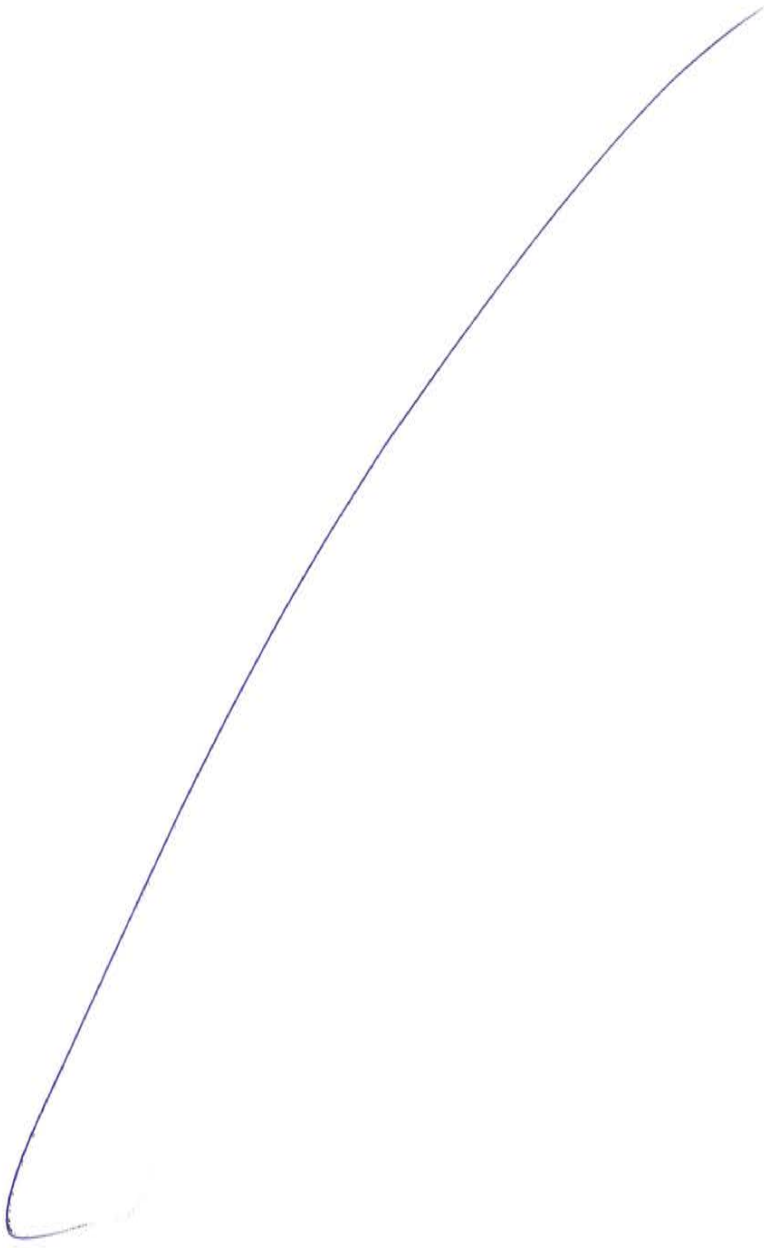
Article 8. Number and Particulars of Preferred Shares

- (1) The preferred shares to be issued by the Company shall be participating, cumulative, and non-voting shares of limited duration, and such shares to be issued shall be within a quarter of total number of shares and limited to Forty Five Million (45,000,000) shares.
- (2) The dividend rate on the preferred shares shall be determined, at the time of issuance of such shares, by a resolution of the Board of Directors, provided that the minimum dividend rate on the preferred shares shall be 1% per annum of the par value.
- (3) In case the dividends on common share exceeds those on the preferred shares, the preferred shareholders shall be entitled to participate in dividends for such difference at the same rate as on the common shares.
- (4) In case the Company is unable to pay the prescribed dividends to the preferred shareholders in any fiscal year, the cumulative dividends not distributed shall be preferentially paid in the following fiscal year.
- (5) In case there is a resolution not to pay the dividends prescribed to the preferred shareholders, such shareholders shall be entitled to vote at the General Meeting of Shareholders subsequent to the General Meeting of Shareholders where the above-mentioned resolution has been adopted until the end of the General Meeting of Shareholders which adopts a resolution to pay dividends for the preferred shares.
- (6) The kind and number of shares to be issued by the Company upon capital increase and/or stock dividends shall be determined by a resolution of the Board of Directors.
- (7) The term of the preferred shares shall be decided, at the time of issuance of such shares, by a resolution of the Board of Directors within the range of six (6) months to ten (10) years, and the preferred shares shall be converted to the common shares upon expiry of their term. However, if the prescribed dividends on the preferred shares have not been distributed during such term, the term shall be extended until such dividends are fully paid. In such case, Article 10 shall apply to the dividends on the shares issued upon conversion.



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Article 9. Issuance of New Shares

- (1) The matters necessary for the issuance of new shares shall be decided by a resolution of the Board of Directors.
- (2) In the event that any shareholder waives or forfeits his preemptive rights to new shares or any odd lot of shares exists in the procedure of new share allocation, the disposition method thereof shall be decided by a resolution of the Board of Directors.
- (3) Despite of Article 2, the Company may allocate new shares to non-shareholders of the Company in the following events;
 1. In case the Company issues new shares by a resolution of the Board of Directors under the method of capital increase by public offering in accordance with Article 165-6 of the Capital Market and Financial Investment Business Act ("CMFIA");
 2. In case the Company preferably allocates new shares to the Employee Stock Ownership Association of the Company in accordance with Article 165-7 of the CMFIA;
 3. In case the Company issues new shares to those who exercise stock options in accordance with Article 542-3 of the Commercial Act;
 4. In case the Company issues new shares for issuance of the depositary receipts (DR) in accordance with Article 165-16 of the CMFIA; or
 5. In case the Company issues new shares, out of management necessity, to foreign joint venture companies, domestic or foreign financial institutions, or members of the consortium thereof by a resolution of the Board of Directors, provided that the total par value of such shares shall not exceed Two Trillion (2,000,000,000,000) Won.

Article 10. Base Date for Dividends on New Shares

In case new shares are issued by the Company by way of onerous issues, bonus issues, or stock dividends, the new shares shall be deemed, for the purpose of distribution of profits thereon, to have been issued at the end of the fiscal year immediately preceding the fiscal year during which such new shares are issued.

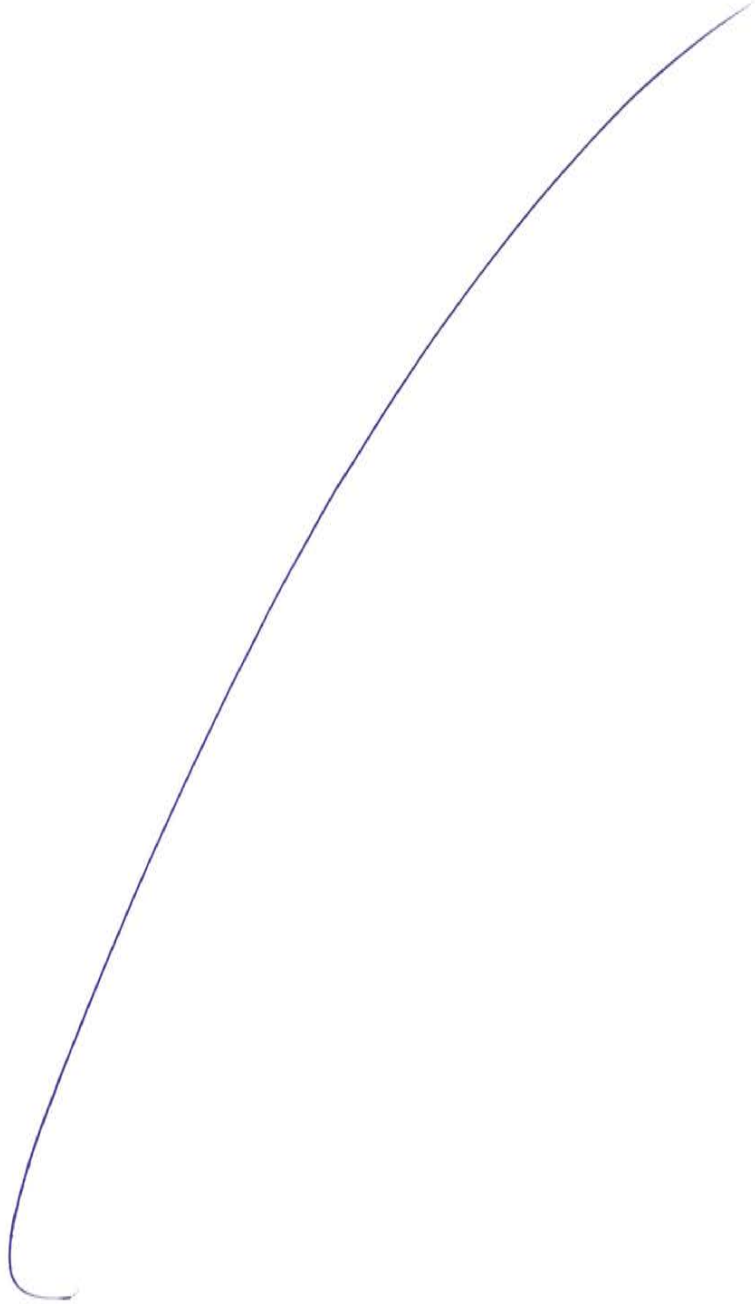
Article 11. Capital Increase by Public Offering

- (1) The Company may issue new shares by a resolution of the Board of Directors under the method of capital increase by public offering in accordance with Article 165-6 of the CMFIA, provided that the number of share issued by the above method shall not exceed 50% of the total number of the issued and outstanding shares of the Company.
- (2) In case the Company issues new shares pursuant to the above paragraph (1), the kind, number, and the issue price of such shares shall be determined by a resolution of the Board of Directors, provided that the issue price of the new shares shall not be less than the price prescribed by Article 176-8 of the CMFIA.



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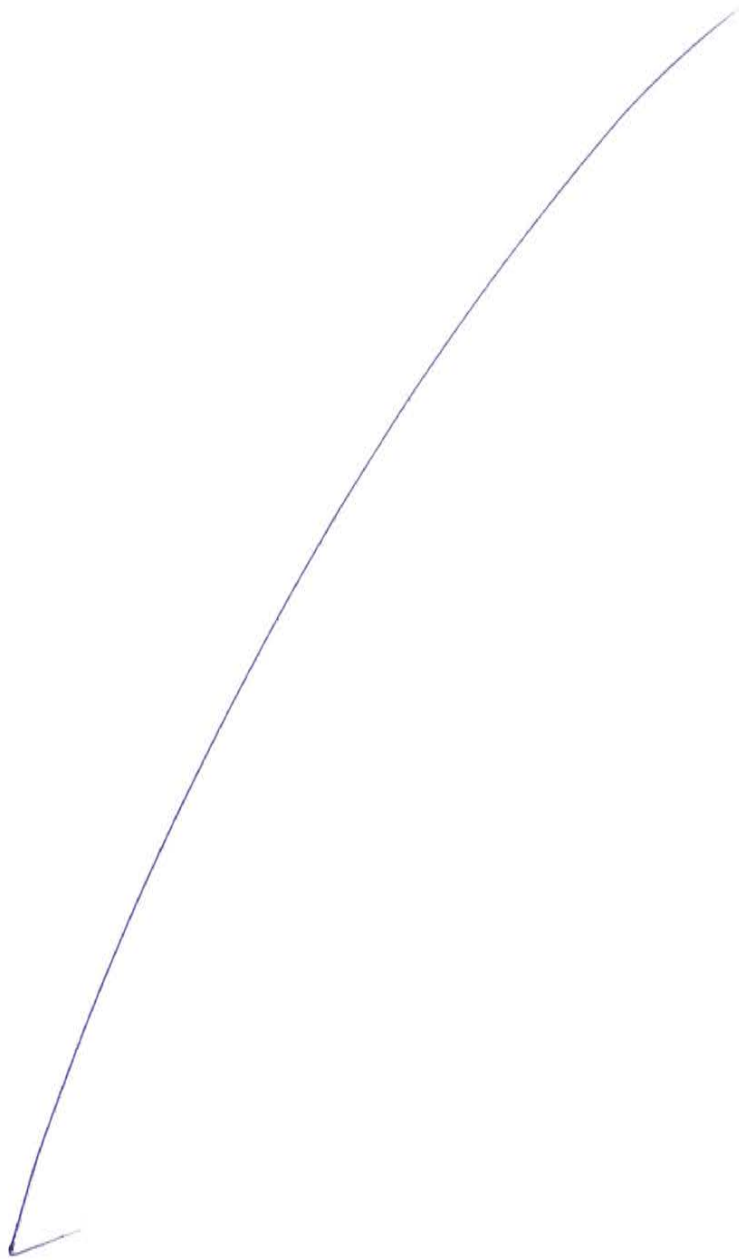
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Article 12. Stock Option

- (1) The Company may grant stock option, up to 15% of the total number of issued and outstanding shares, to its officers and/or employees (which shall include employees of the associated companies provided by Article 9 of the Enforcement Ordinances of the Commercial Act) in accordance with Article 542-3 of the Commercial Act by adopting a special resolution of the General Meeting of Shareholders. However, the Company may grant such option, up to the limit allowed by the Commercial Act and its Enforcement Ordinances, to a person except directors by a resolution of the Board of Directors. In such case, the Company shall obtain approval of the first General Meeting of Shareholders called after the option is granted.
- (2) The officer and/or employee to be granted such option shall be the person who has contributed to or has the ability to contribute to the establishment, management, and innovation of technology for the Company:
- (3) The shares to be issued upon exercise of the stock option (which means the shares for which the difference shall be calculated, in case that the difference between the exercise price of stock option and the market price shall be paid in cash or in treasury shares) shall be determined by the General Meeting of Shareholders or a resolution of the Board of Directors which grant stock option out of the shares of Article 7.
- (4) The stock option shall not be granted to all the officers and employees at a time and the stock option to be granted to any single officer or employee shall not exceed 15% of the total number of the issued and outstanding shares of the Company.
- (5) The exercise price of the stock option shall not be less than each of the prices described below. The same shall apply in case of adjustments of the exercise price after the option has been granted:
 1. The higher of the following prices, in case new shares are issued upon exercise of the option:
 - a. The market price of the shares concerned as of the date when the stock option is granted; and
 - b. The face value of the shares concerned.
 2. In case of transfer of shares, the market price evaluated under the provision (a) of the foregoing Item 1.
- (6) The stock option may be exercised within seven (7) years after three (3) years have passed from the date on which the resolution of the General Meeting of Shareholders grants the stock option.
- (7) The officers and/or employees who are granted the stock option shall be entitled to exercise the option only after they have worked for the Company for two (2) years or more from the resolution date mentioned in above Paragraph (1) of this Article, provided that if the stock option holders dies, retires, or terminates employment for reasons not attributable to himself within such two years, then stock option may be exercised during the exercise period.
- (8) The provisions of Article 10 hereof shall apply to the dividends on the new shares issued upon exercise of the stock option.
- (9) The Company may revoke the grant of the stock option by a resolution of the Board of Directors in any of the following events:



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1. When the officer and/or employee concerned voluntarily resigns or retires within two (2) years after the grant of the stock option;
2. When the officer and/or employee concerned causes a serious damage to the Company willfully or negligently; and
3. When the stock option can not be exercised due to the bankruptcy and/or the dissolution of the Company
4. When there occurs a cause of revocation prescribed in the relevant stock option agreement.

Article 13. Issuance at the Market Price

- (1) In issuing new shares, the Company may issue all or part thereof at the market price and in such case the issue price of the new shares shall be determined by a resolution of the Board of Directors.
- (2) In case of the forgoing Paragraph (1), notwithstanding the preemptive rights of shareholders, the Board of Directors may invite subscriptions for, or have the underwriters underwrite, the new shares to be issued at the market price in accordance with the provisions of the CMFIA.

Article 14. Total Number of Shares to be issued at the Time of Incorporation

The total number of shares to be issued at the time of incorporation shall be Thirty Five Million Eight Hundred Thousand (35,800,000) common shares in non-bearer form.

Article 15. Transfer Agent

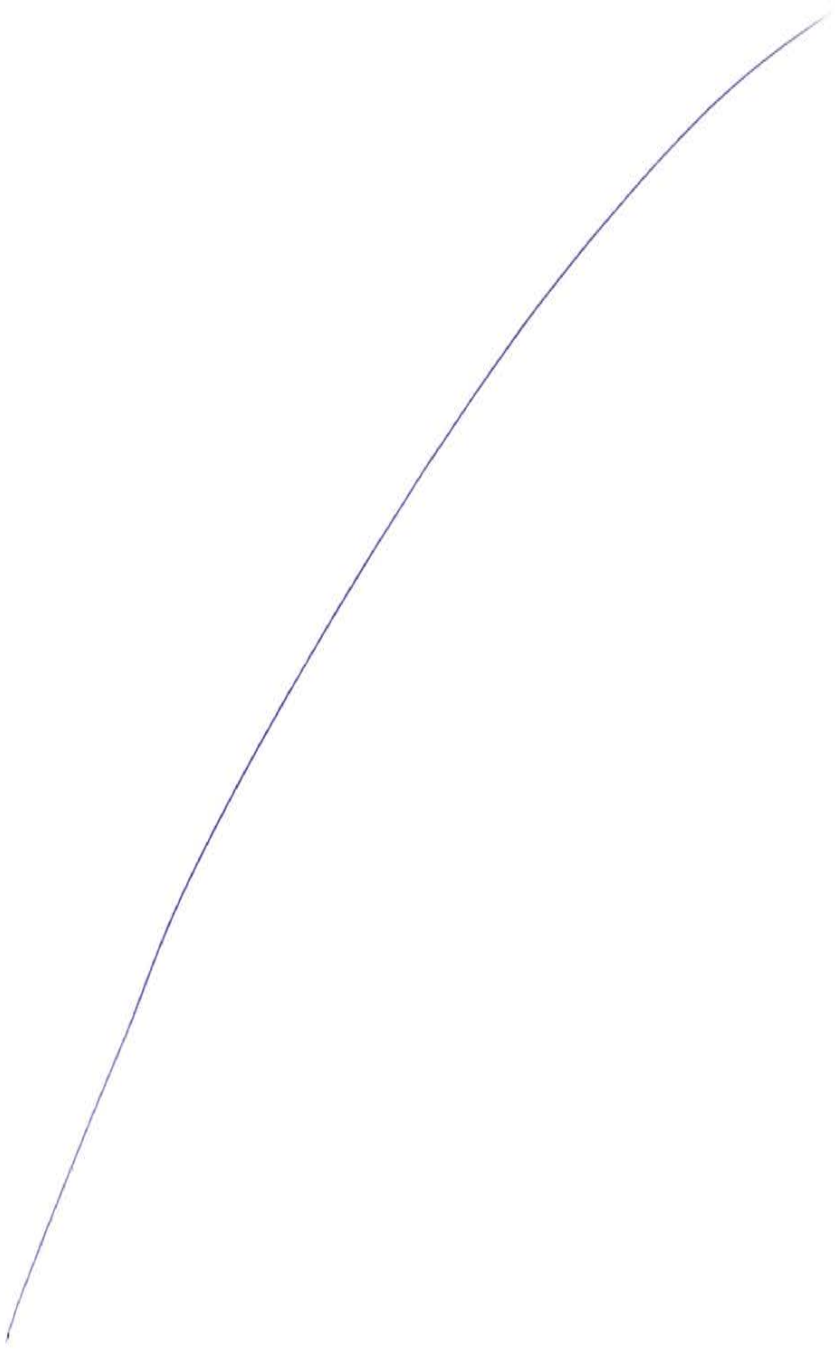
- (1) The Company shall appoint its transfer agent of its shares.
- (2) The transfer agent, the work place and the scope of duties thereof shall be determined by a resolution of the Board of Directors and shall be publicly notified.
- (3) The register of shareholders of the Company or the counterpart thereof shall be kept in the work place of the transfer agent and entries of transfer of title to shares, registration or cancellation of pledges, marking of property in trust or deletion thereof, issuance of share certificates, receipt of report and other affairs concerning shares shall be authorized to be carried out by the transfer agent.
- (4) The procedures for handling the affairs mentioned in the foregoing Paragraph (3) shall be governed by the provisions of the Regulations on Securities Transfer Agency, etc.

Article 16. Report of Addresses, Names and Seals or Signatures of Shareholders

- (1) Shareholders, pledgees and their legal agents shall report their respective addresses, names, and seals or signature, etc. to the transfer agent provided for in Article 15.
- (2) A shareholder or a pledgee who resides in foreign countries shall appoint an agent in the Republic of Korea and report it.



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- (3) In case of any changes of the items in above paragraphs (1) and (2), paragraphs (1) and (2) shall apply.

Article 17. Suspension of Entry into the Register of Shareholders, Base Date

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- (1) In order to determine who shall exercise voting rights, receive dividends or exercise other rights as a shareholder or a pledgee, the Company may suspend entry of changes into the register of shareholders for a specified period, or it may deem a shareholder or a pledgee whose name appears in the register of shareholders on a specified date to be the shareholder or the pledgee entitled to exercise such rights.
- (2) The Company shall suspend entry of any changes in the register of shareholders from January 1 to January 31 of each year, and deem the shareholders whose names appear in the register of shareholders on December 31 every year to be the shareholders entitled to exercise rights in the General Meeting of Shareholders held with respect to such fiscal year.
- (3) The period mentioned in the foregoing Paragraph (1) shall not exceed three (3) months.
- (4) The date mentioned in the foregoing Paragraph (1) shall be a day falling within the three-month period prior to the date on which the person shall exercise rights as a shareholder or a pledgee.
- (5) If the Company has determined the period or the date mentioned in the foregoing Paragraph (1), it shall give public notice thereof two (2) weeks in advance of such period or date.

CHAPTER III. BONDS

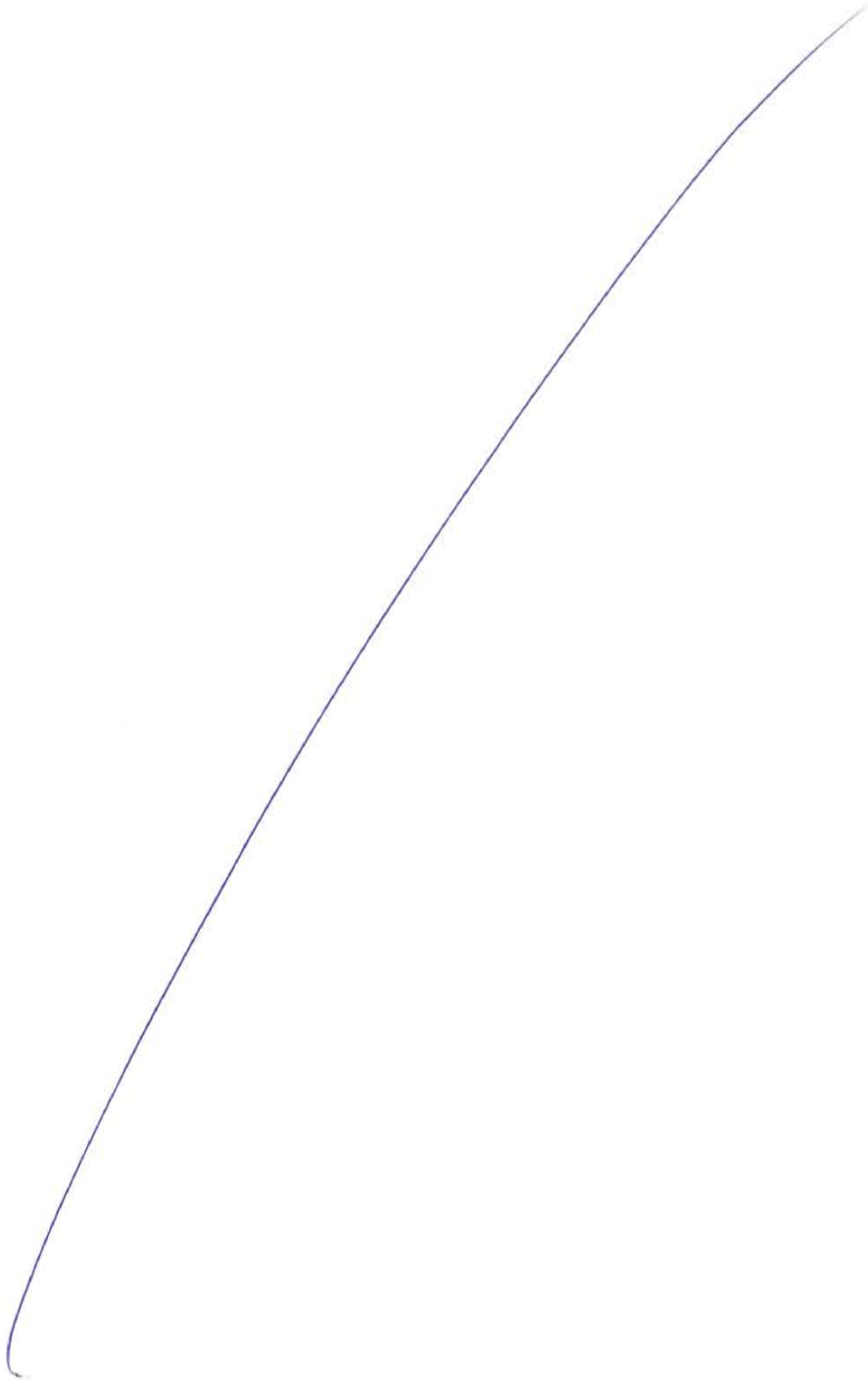
Article 18. Issuance of Convertible Bonds.

- (1) In one of the following cases, the Company may issue, by a resolution of the Board of Directors, convertible bonds to persons who are not shareholders within the limits that the total face value of the bonds shall not exceed Two Trillion (2,000,000,000,000) Won;
1. When the Company issues convertible bonds by public offering;
 2. When the Company issues convertible bonds to induce foreign investment pursuant to the Foreign Investment Promotion Act, out of management necessity;
 3. When the Company issues convertible bonds to domestic and foreign financial institutions for urgent financing needs; and
 4. When the Company issues convertible bonds abroad in accordance with Article 165-16 of the CMFIA.
- (2) As to the convertible bonds mentioned in the foregoing Paragraph (1), the Board of Directors may issue the convertible bonds with conversion rights attached to only a part thereof.
- (3) Shares to be issued upon exercise of the conversion rights shall be common shares with the total face



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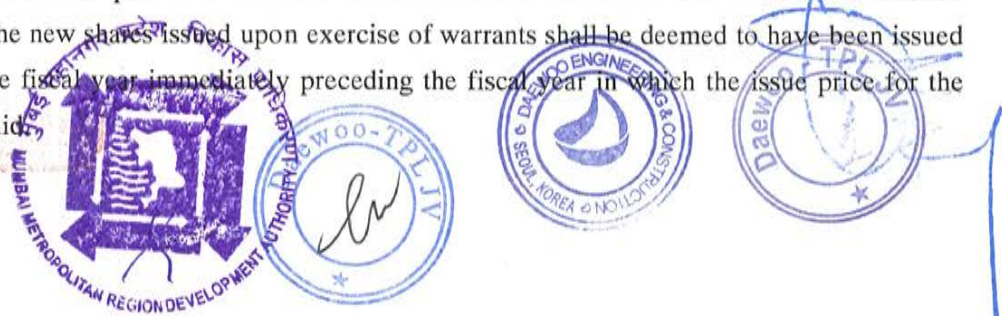
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value not exceeding One Trillion Nine Hundred Billion (1,900,000,000,000) Won, and non-voting preferred shares with the total face value not exceeding One Hundred Billion (100,000,000,000) Won, and the conversion price shall be determined by the Board of Directors at the time of issuance of such bonds, at a price which is equal to the par value of the shares or higher.

- (4) The period during which the holders of convertible bonds may exercise the conversion rights shall be from the date following the bond issuance date to the date immediately preceding the redemption date thereof, provided that the Board of Directors may set the exercise period within the above-mentioned period in accordance with relevant laws and regulations.
- (5) As to the distribution of profits or interests to the shares issued upon conversion, the conversion shall be deemed to have been made at the end of the fiscal year immediately preceding the fiscal year in which the demand for conversion is made.

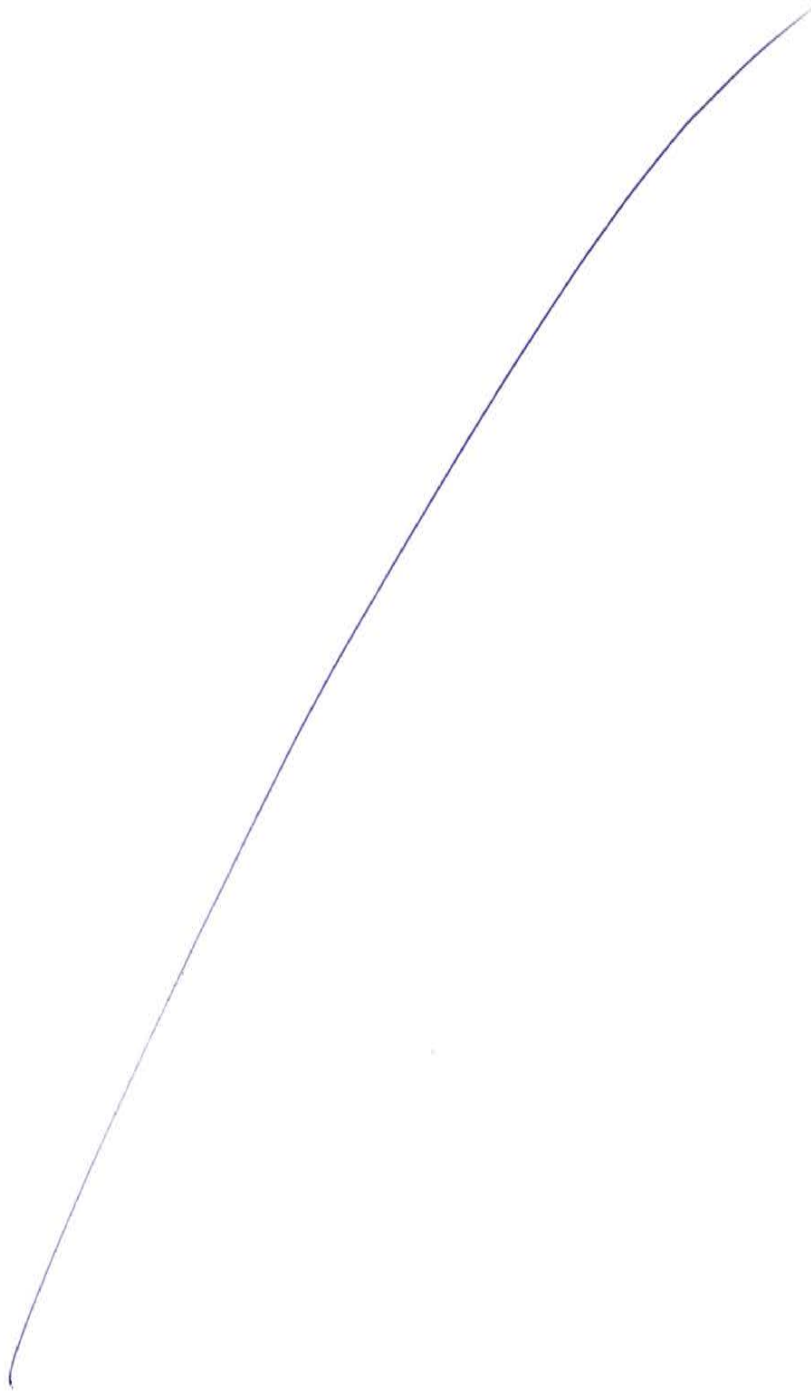
Article 19. Issuance of Bonds with Warrants

- (1) In one of the following cases, the Company may issue, by a resolution of the Board of Directors, bonds with warrants to persons who are not shareholders within the limits that the total face value of the bonds shall not exceed Six Hundred Billion (600,000,000,000) Won;
 - 1. When the Company issues bonds with warrants by public offering;
 - 2. When the Company issues bonds with warrants to induce foreign investment pursuant to the Foreign Investment Promotion Act, out of management necessity;
 - 3. When the Company issues bonds with warrants to domestic and foreign financial institutions for urgent financing needs; and
 - 4. When the Company issues bonds with warrants abroad in accordance with Article 165-16 of the CMFIA.
- (2) The Board of Directors shall determine the amount of the warrant rights entitled to subscribe for shares within the limits not exceeding the total face value of the bonds.
- (3) Shares to be issued upon exercise of the warrants shall be common shares with the total face value not exceeding Five Hundred Billion (500,000,000,000) Won, and non-voting preferred shares with the total face value not exceeding One Hundred Billion (100,000,000,000) Won, and the issue price shall be determined by the Board of Directors at a price which is equal to the par value of the shares or higher.
- (4) The period during which the warrants may be exercised shall be from the date following the bond issuance date to the date immediately preceding the redemption date thereof, provided that the Board of Directors may set the exercise period within the above-mentioned period in accordance with relevant laws and regulations.
- (5) As to the distribution of profits or interests to the holders of the bonds with warrants mentioned paragraph (1), the new shares issued upon exercise of warrants shall be deemed to have been issued at the end of the fiscal year immediately preceding the fiscal year in which the issue price for the new shares is paid.



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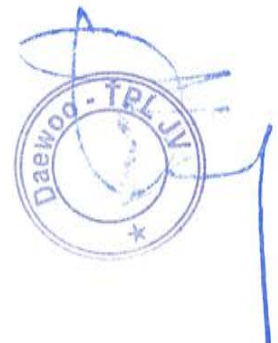
Article 20. Provisions applying to Issuance of Bonds

The provisions of Article 15 and Article 16 shall apply to the case of issuance of bonds.

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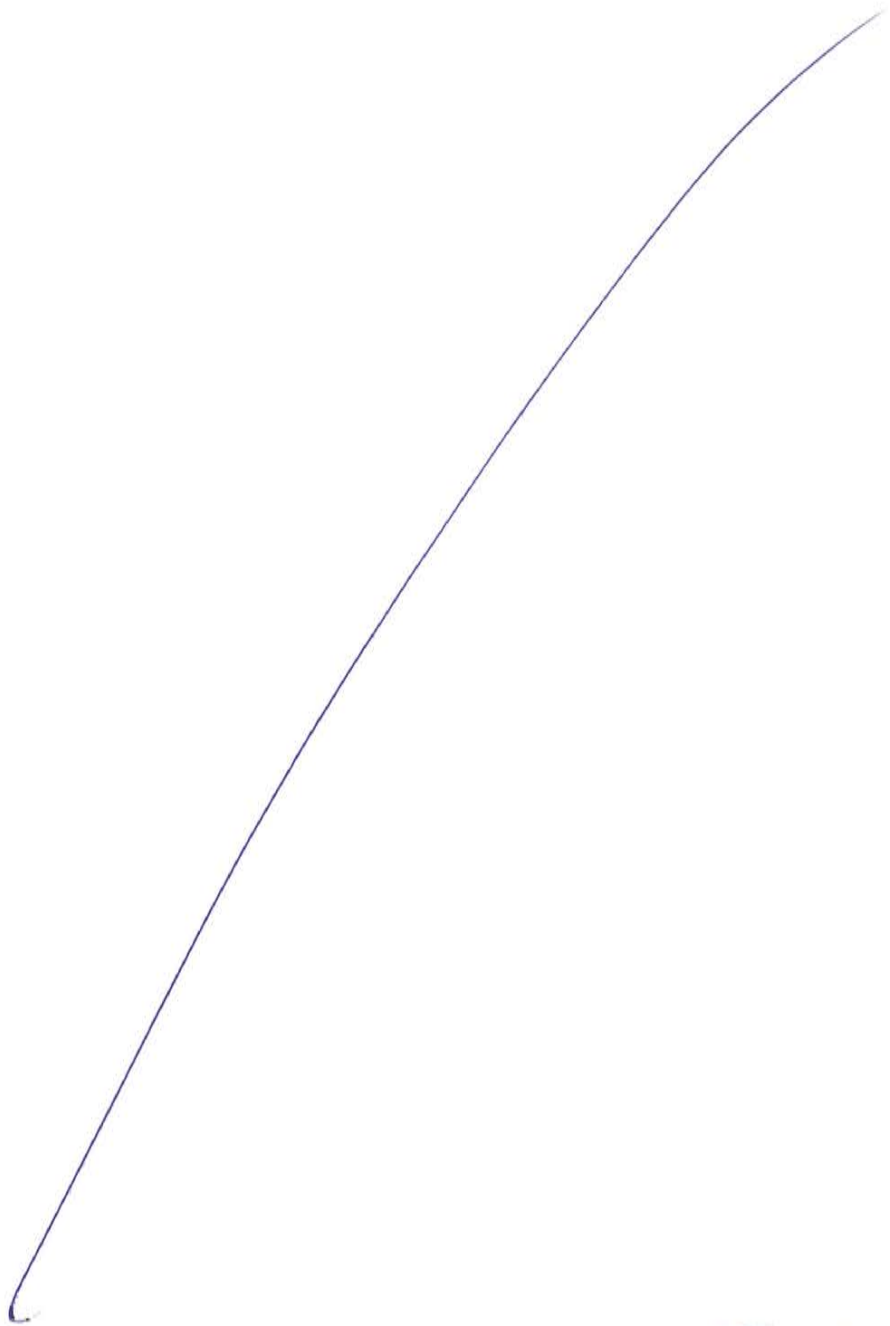
CHAPTER IV. GENERAL MEETING OF SHAREHOLDERS**Article 21. Convening of the General Meeting**

- (1) The ordinary General Meeting of Shareholders shall be convened annually within three (3) months after the close of each fiscal year, and the extraordinary General Meeting of Shareholders shall be convened from time to time whenever necessary, by a resolution of the Board of Directors or pursuant to provisions of relevant laws.
- (2) Except as otherwise provided by relevant laws and regulations, General Meeting of Shareholders shall be convened by the Representative Director according to a resolution of the Board of Directors. In case the Representative Director is absent or incapacitated, paragraph (4) of Article 33 shall apply to.
- (3) For convening General Meeting of Shareholders, the Company shall send written notice or an electronic document containing the date and time, place and agenda of the general meeting to the shareholders two (2) weeks prior to the date set for the general meeting, provided that for the shareholders holding not more than one (1) percent of the total number of issued and outstanding shares with voting rights, the Company may give public notice of the meeting of shareholders and agenda of the meeting at least twice in the Dong-A Ilbo and the Hankook Ilbo published in Seoul, or in the Data Analysis, Retrieval and Transfer System ("DART") managed by the Financial Supervisory Service ("FSS") or Korea Exchange ("KRX"), two (2) weeks prior to the date set for the general meeting, in lieu of a written notice thereof.
- (4) The General Meeting of Shareholders shall be held in the location of the principal office or neighboring region thereof.
- (5) In giving a written notice or a public notice of convening the General Meeting of Shareholders pursuant to the foregoing Paragraph (3), the Company shall give notice of the reference on management of the Company as prescribed by Paragraph 2 of Article 542-4 of the Commercial Act. However, the Company may keep the reference materials on management of the Company at the principal office or branch offices of the Company, the office of the transfer agent, the FSS, or the KRX, in lieu of giving written or public notice thereof.



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Article 22. Chairman of the General Meeting

The Representative Director shall be the Chairman of the General Meeting of Shareholders. If there are two or more Representative Directors of the Company, the Representative Director nominated in advance by the Board of Directors shall be the Chairman of the General Meeting of Shareholders. In case the Representative Director is absent or incapacitated, Directors in the order of priority as determined in advance by the Board of Directors shall act for him.

Article 23. Chairman's Power to Maintain Order

- (1) The Chairman may suspend the speech right of a person who intentionally disturbs, by speech or behavior, the orderly proceedings of the General Meeting of Shareholders, or who seriously interferes the order of the meeting, or may order such person to leave the meeting.
- (2) The Chairman may limit the length of time and/or restrict the frequency of a shareholder's speech, when the Chairman deems it necessary for the due progress of the General Meeting of Shareholders.

Article 24. Shareholders' Exercise of Voting Rights

- (1) A shareholder may exercise his vote by proxy. In such case, the proxy shall submit to the General Meeting of Shareholders a document evidencing his power of representation prior to the meeting.
- (2) In the event that a shareholder has two or more votes, he may exercise his votes in split. In such case, the shareholder shall notify the Company in writing of his intention and reasons to do so three (3) days prior to the date set for the meeting.
- (3) The Company may reject such split voting by a shareholder, except for cases where the shareholder has received the shares in trust, or otherwise holds the shares on behalf of another person.

Article 25. Quorum and Method of Resolutions

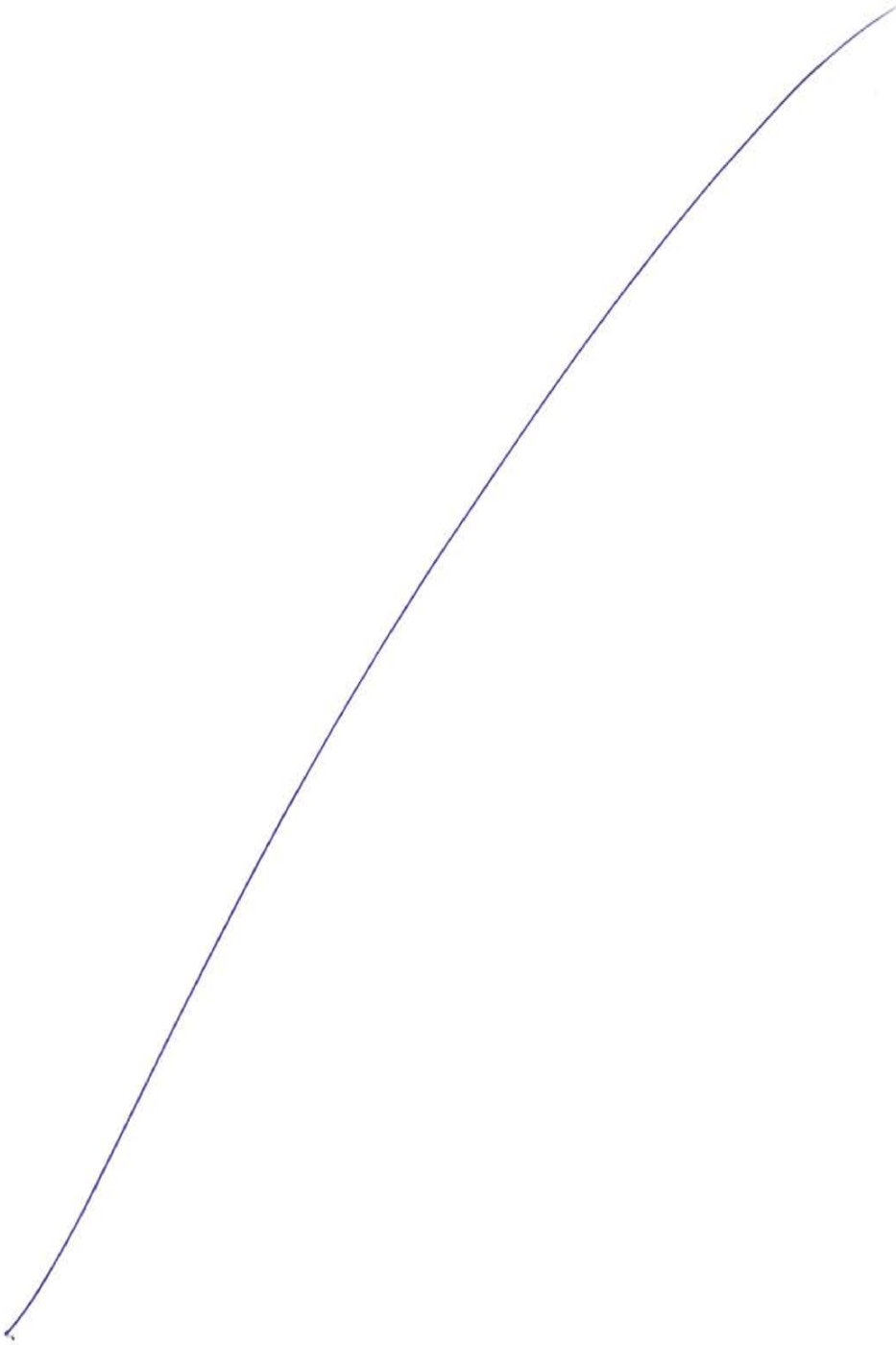
Except as otherwise provided by law, a resolution of the General Meeting of Shareholders shall be adopted by a majority vote of the shareholders present, provided that such majority shall not be less than one-fourth (1/4) of the total number of issued and outstanding shares.

Article 26. Minutes of the Meeting

The substance of the proceedings of the General Meeting of Shareholders and results thereof shall be recorded in the minutes of the meeting, which shall bear the names and seals, or signatures of the Chairman as well as all the Directors who are present at the meeting. The minutes shall be kept at the Company.



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CHAPTER V. DIRECTORS, BOARD OF DIRECTORS AND REPRESENTATIVE DIRECTOR

Article 27. Number of Directors and their Appointment

- (1) The Company shall have three (3) to twelve (12) Directors, who shall be appointed at the General Meeting of Shareholders pursuant to the provisions of the Commercial Act.
- (2) The number of the Outside Directors among the Directors shall be at least one-half of the number of all the Directors, and shall not be less than three (3).
- (3) The Company shall not adopt the concentrated voting method as provided for under Article 382-2 of Commercial Act, when electing two or more Directors.

Article 28. Term of Office

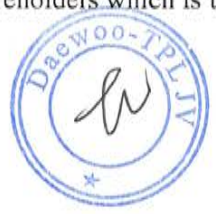
- (1) The term of office of Directors shall be three (3) years.
- (2) In case the term of office of a Director expires prior to the close of the ordinary General Meeting of Shareholders which is held with respect to settlement of accounts of the last fiscal year of his term of office, the term shall be extended until the close of such ordinary General Meeting of Shareholders.

Article 28-2. Mitigation of Responsibility

- (1) The Company shall exempt the responsibility according to Article 399 of the Commercial Act of amounts exceeding 6 times (3 times for external directors) of the past 1 year's payment of the Director since the action (including profits from bonuses and usage of stock options).
- (2) In case of willful negligence or gross negligence of the Director and actions applicable to Article 397(prohibition of competitive business), Article 397-2(corporate opportunities), Article 398(transaction for oneself), the preceding clause shall not be adopted.

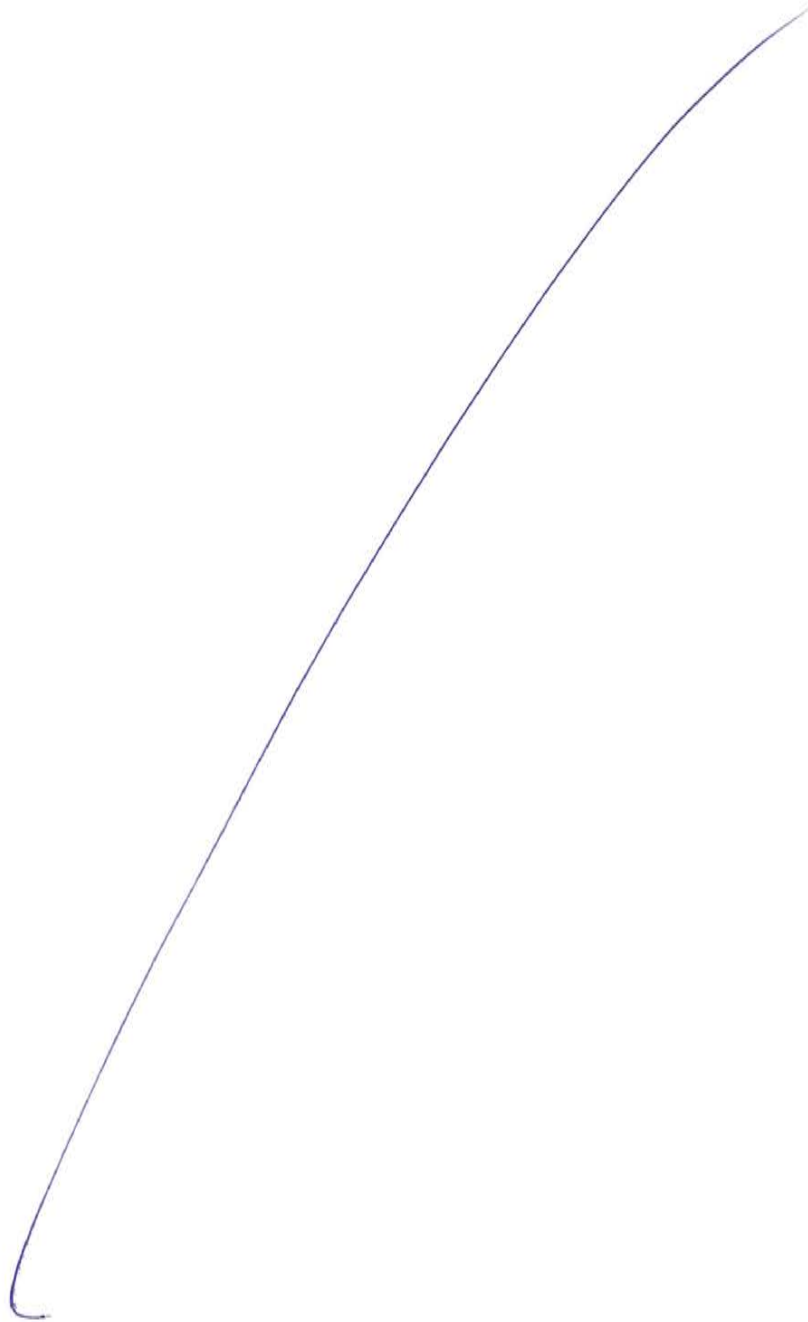
Article 29. By-election

- (1) In case of vacancy in the office of Directors, such vacancy shall be filled through a by-election at an extraordinary General Meeting of Shareholders. However, the by-election may be withheld or deferred until the next ordinary General Meeting of Shareholders in case Directors in office have not become fewer in number than is prescribed by law and such vacancy shall not affect normal business operations of the Company. The Directors appointed through a by-election shall have the remaining term of office of their predecessors.
- (2) In case that definite number of external directors prescribed in Article 27 is vacant due to resignation or death, the General Meeting of Shareholders which is to be first held after the vacancy occurs shall meet such requirement according to



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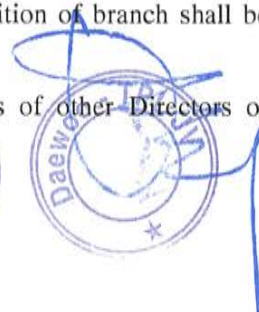
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Article 30. Remuneration

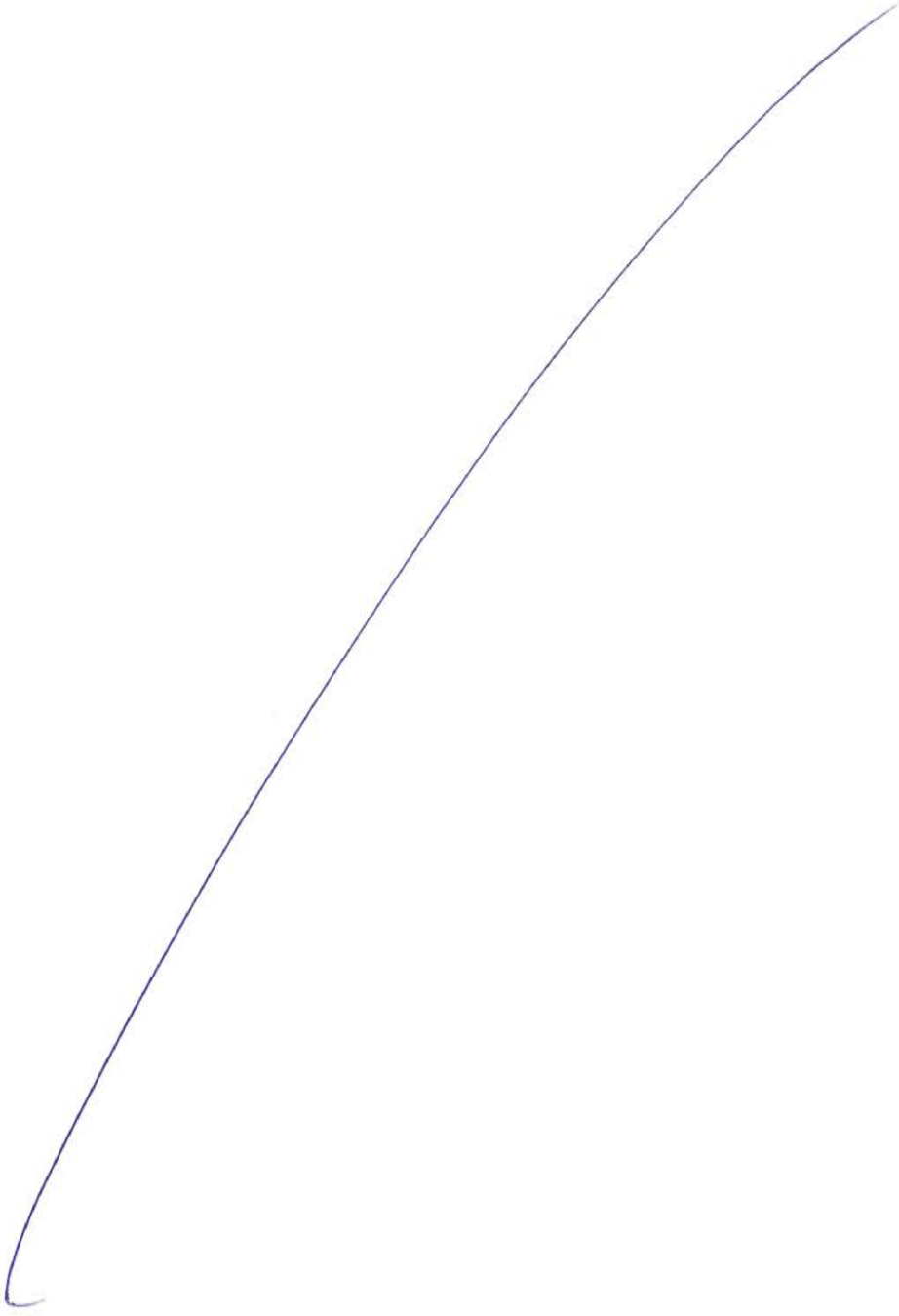
- (1) The remuneration for Directors shall be determined by the General Meeting of Shareholders.
- (2) The severance payment for Officers shall be determined in accordance with the Regulations on the Severance Payment for Officers to be enacted by a resolution of the General Meeting of Shareholders.

Article 31. Board of Directors

- (1) The Board of Directors shall consist of all the Directors, and shall resolve important matters regarding administration of the Company's affairs, and shall supervise performance of duties by the Directors.
- (2) The Chairman of the Board of Directors shall be the President/Representative Director. If there are two or more President/Representative Directors of the Company, the President/Representative Director nominated in advance by the Board of Directors shall be the Chairman of the Board of Directors. In case the President/Representative Director is absent or incapacitated, Directors in the order of priority as determined in advance by the Board of Directors shall act for him.
- (3) A meeting of the Board of Directors shall be convened at least once a month at the request of the Director nominated in the Board of Directors.
- (4) The other Director who is not nominated to a convenor mentioned in above paragraph (4) may request a convenor to convene a meeting of the Board of Directors and also the other Director may convene the meeting if the designated convenor rejects to convene the meeting without proper reason.
- (5) In convening a meeting of the Board of Directors, a three-day prior notice shall be given to each Director, provided, however, that the above-mentioned procedure may be omitted upon consent of all the Directors.
- (6) Except as otherwise provided by law, a resolution of the Board of Directors shall be adopted by a majority vote of the Directors present at a meeting in which a majority of all the Directors are present.
- (7) The Company shall keep minutes of the meetings of the Board of Directors which shall contain the agenda, substance of the proceedings, and the results thereof, as well as opposing Directors and the reasons for the opposition. All the Directors who are present at the meeting shall write their names and affix their seals, or sign on the minutes. The minutes shall be kept at the Company.
- (8) The Board of Directors obtains the authorities of the following Paragraphs.
 1. Management of the Company as disposition or transfer of important assets, loan of large scale assets, appointment or relieve of manager, installation, movement, or abolition of branch shall be determined by a resolution of the Board of Directors.
 2. Directors may request the Representative Director to report the duties of other Directors or



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employees to the Board of Directors

3. Directors shall report management matters and other management affairs of duty to the Board of Directors.

4. Major management issues or other management affairs mentioned in Paragraph 3 conform to the operation regulation of the Board of Directors.

Article 32. Committees

(1) The Company shall have the following Committees in the Board of Directors:

- 1. Audit Committee; and
- 2. Committee for recommendation of candidates for Outside Directors.

(2) The details of the constitution, authority and management of each Committee shall be determined by a resolution of the Board of Directors.

(3) Article 31 hereof shall apply to the Committees.

Article 33. Representative Director, etc.

(1) The Company can appoint a Chairman and Some Representatives by the Board of Directors.

(2) The Company can appoint some Special Advisors, Vice-Chairman, President, Senior Executive Vice President, Executive Vice President, Senior Vice President and Vice Presidents according to occupational needs.

(3) The President/Representative Director shall represent the Company and take charge of all the affairs of the Company. However, in case The President/Representative Directors are several, each President/Representative Direct shall individually represent the Company.

(4) In case the President/Representative Director is absent or incapacitated, the Directors in the order of priority as determined in advance by the Board of Directors shall act for him.

Article 34. Director's Obligation to Report

(1) Upon finding any fact, which may cause considerable damages to the Company, a Director shall immediately report it to the Audit Committee.

(2) A Director shall not reveal business secret of the Company through his duties not only during his service also after resignation.

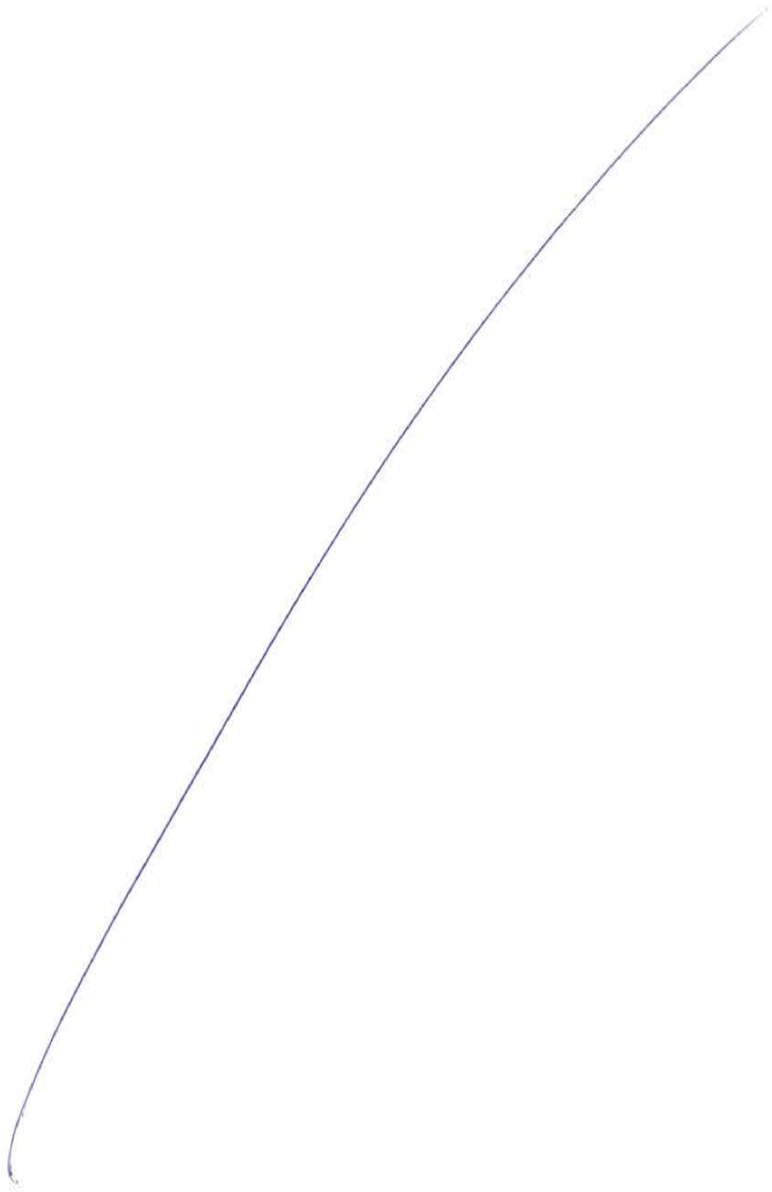
Article 35. Advisors

The Company may appoint a few of advisor by a resolution of the Board of Directors.



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CHAPTER VI. AUDIT COMMITTEE

Article 36. Constitution of Audit Committee

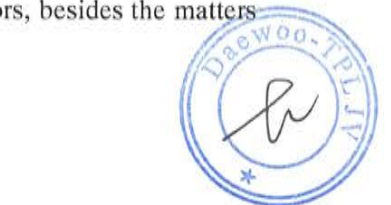
- (1) In lieu of auditors, the Company shall have the Audit Committee as prescribed by Article 32 hereof.
- (2) The Audit Committee shall consist of three or more Directors.
- (3) At least two-thirds (2/3) of the Committee members shall be the Outside Directors, and the Committee members who are not the Outside Directors shall meet the requirements of Paragraph 2 of Article 542-10 of the Commercial Act.
- (4) In electing the Committee members who are not the Outside Directors, if the sum of the voting shares owned by the largest shareholder and his specially-related person, any person holding shares for the account of the largest shareholder or his specially-related person, or any person delegating the voting rights to the largest shareholder or his specially-related person exceeds 3% of all the issued and outstanding shares with voting rights, such shareholder shall not exercise his vote with respect to such excess shares.
- (5) The Audit Committee shall appoint the Director(s) to represent the Audit Committee by its resolution. In this case, the Audit Committee may decide that two or more Directors jointly represent the Audit Committee.

Article 37. Duties of the Audit Committee

- (1) The Audit Committee shall audit the accounts of the Company and inspect the affairs of the Company.
- (2) The Audit Committee may request for convening of an extraordinary General Meeting of Shareholders by submitting the agenda and reasons therefore in writing to the Board of Directors.
- (3) The Audit Committee may demand from any subsidiary of the Company a report on its business, if it is necessary for carrying out the duties of the Committee. In such case, if the subsidiary fails to immediately submit the report, or it is necessary to confirm the contents of the report, the Audit Committee may investigate the affairs and state of property of the subsidiary.
- (4) The Audit Committee shall recommend candidates for the external auditor.
- (5) The Audit Committee shall handle matters authorized by the Board of Directors, besides the matters described in the foregoing Paragraphs (1) through (4).

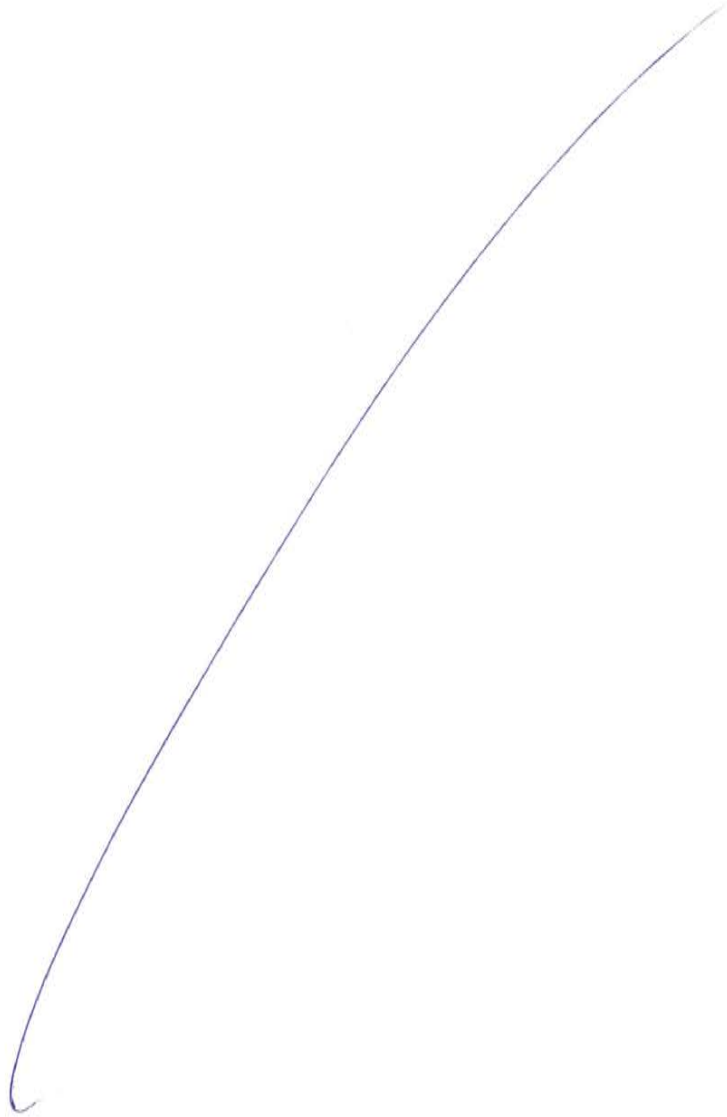
Article 37-2. Designation of External Auditor

The Company shall designate an external auditor with the consent of the audit committee for designating an auditor in accordance with the regulation of the Law on External Auditor of Corporation and shall report it at the General Meeting of Shareholders. However, the Company can notify the shareholders about the designation



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of external auditor through electric documents or give notice through the Company's homepage(www.daewooenc.co.kr) instead of reporting it at the General Meeting of Shareholders. On such occasions, the period of announcement is until the end of the business year of the audit scope.

Article 37-3. **Mitigation of Responsibility**

The responsibility of the audit committee applies with Article 28-2 of this Article of Incorporation.

Article 38. **Audit Record**

The Audit Committee shall make a record concerning audit, which shall contain the substance of the course of audit and the results thereof, and the Audit Committee members who conducted the audit shall write their names and affix their seals, or sign on the Audit Record.

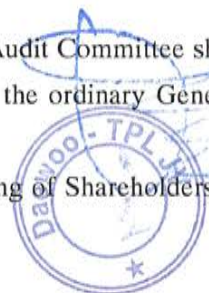
CHAPTER VII. ACCOUNTING

Article 39. **Fiscal Year**

The fiscal year of the Company shall begin on January 1 and shall end on December 31 of each year. The Company shall settle accounts at the end of each fiscal year.

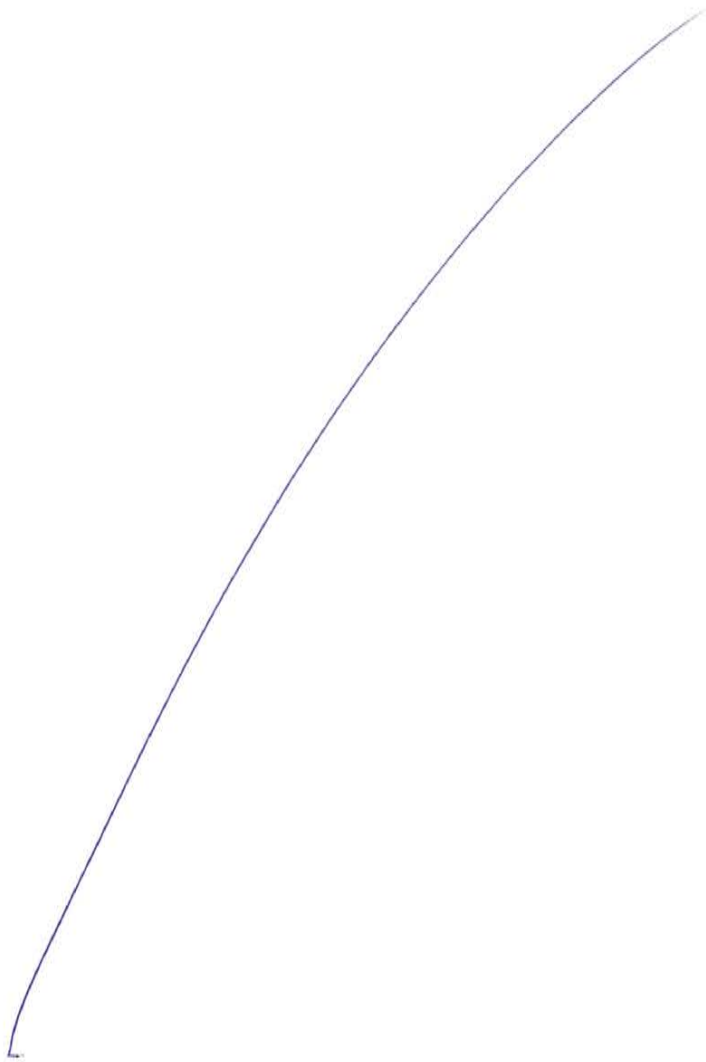
Article 40. **Preparation and Keeping of Financial Statements**

- (1) The Representative Director shall prepare the following documents and any supplementary schedules attached thereto as well as the business report, and have them audited by the Audit Committee six (6) weeks before the date set for the ordinary General Meeting of Shareholders, and shall submit the following documents and the business report to the ordinary General Meeting of Shareholders:
 1. The Balance Sheet;
 2. The Statement of Income; and
 3. Other documents showing the Company's financial position or business performance according to the Commercial Act
- (2) After receiving the documents mentioned in the foregoing Paragraph (1), the Audit Committee shall submit the audit report to the Directors one (1) week before the date set for the ordinary General Meeting of Shareholders.
- (3) The Representative Director shall submit each document at the General Meeting of Shareholders of



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the foregoing Paragraph (1) and obtain approval.

- (4) Despite Paragraph (3), if documents of Paragraph (1) are showing the Company's financial position or business performance with a comment an external auditor, and have unanimous agreement of the audit committee; the documents of Paragraph (1) may be approved by the Board of Directors.
- (5) The documents of Paragraph (4) shall be reported at the General Meeting of Shareholders.
- (6) The Representative Director shall keep the documents mentioned in each Item of the foregoing Paragraph (1), together with the business report and audit report at the principal office of the Company for five (5) years and keep the certified copy thereof at branches for three (3) years at starting from one (1) week before the date set for the ordinary General Meeting of Shareholders.
- (7) If the General Meeting of Shareholders approves the documents mentioned in each Item of the foregoing Paragraph (3) and (4), the Company shall promptly give public notice of the Balance Sheet and the audit opinion of the external auditor.

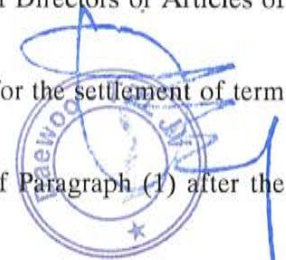
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Article 41. **Distribution of Dividends**

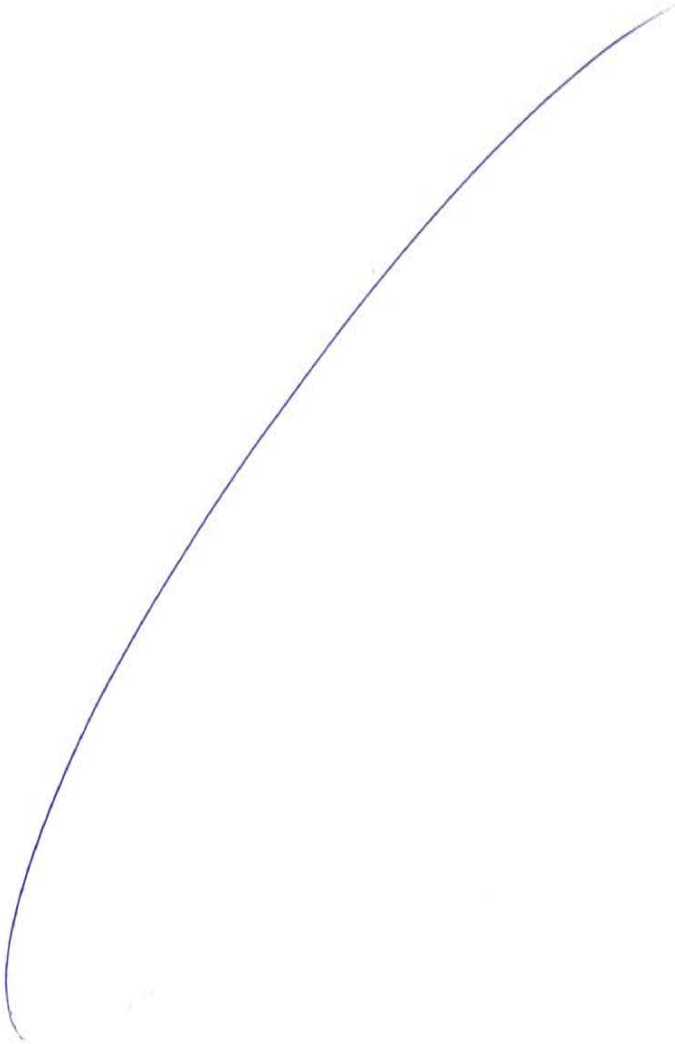
- (1) Dividends may be distributed in cash or stock.
- (2) Dividends mentioned in the foregoing paragraph (1) shall be distributed to the shareholders and pledgees registered in the Company's register of shareholders as of the last day of each fiscal year.
- (3) In case of stock dividends, if the Company has issued several different kinds of shares, such stock dividends may be distributed in a kind of shares that are different from the shares for which such dividends are declared by a resolution of the General Meeting of Shareholders.

Article 41-2. **Interim Dividends**

- (1) The Company shall make An Interim Dividend to the shareholders on the designated day in accordance with Article 462-3, which is limited once a year. The Interim Dividend shall be in cash.
- (2) The Interim Dividend under the provision of Paragraph (1) shall be made by the Board of Directors and the resolution must be carried out in 45 days after the day designated under the provision of Paragraph (1).
- (3) An Interim Dividend shall be limited with the sum deducting the following provisions from total net assets on the Balance Sheet;
 1. the amount of capital at the prior settlement of term;
 2. the sum of the capital and earned surplus reserve by the prior settlement of term;
 3. the amount of dividend by the Board of Directors at the prior settlement of term;
 4. the voluntary reserve accumulated for special purposes by the Board of Directors or Articles of Association; and
 5. the earned surplus reserve to be accumulated by the Interim Dividend for the settlement of term at the present year.
- (4) In case new shares are issued before the basic date under the provision of Paragraph (1) after the



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beginning of an accounting period (including the capital transference of reserve funds, conversion rights of convertible bond and using the right of new shares about the bond with warrant) they shall be regarded as the issuance at the end of business year concerning the Interim Dividend

- (5) In making the Interim Dividend, apply for the same rate with normal shares regarding preferred shares of Article 8.

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Article 41-3. Destruction of Stock

- (1) The Company may destroy stock by interest to be divided to shareholders with resolution of Board of Directors Meeting.
- (2) In the event of the Company destroy stock under the provision of the above paragraph (1), a Meeting of Board of Directors shall resolve the following matters;
 1. Kind and total number of stock to be destroyed;
 2. Total amount to be purchased stock in order to destroy
 3. Term to be purchased stock, in this case, such term shall be specified before the first General Meeting of Shareholders after resolution of Board of Directors.
- (3) If the Company purchases treasury stock to destroy the stock under the provision of above (1), the following standard shall be applied.
 1. The Item 1 or Item 2, Paragraph 2 of Article 165-2, CMFIA shall be applied. In case the Item 1, Paragraph 2 of Article 165-2, CMFIA is applied; the term and method to purchase the stock shall comply with the Enforcement Ordinances of the same Act.
 2. The required amount to destroy the stock shall be limited to dividend at the end of business year under the regulation of Article 462-1 of Commercial Act and shall be not more than fixed amount specified in CMFIA.
- (4) When the Company performs the destruction of stock under the provision of Paragraph (1), the Company shall report each item in above (2) and intention of destruction to the General Meeting of Shareholders which comes first after the resolution of destruction.

Article 42. Prescription of Claims to Payment of Dividends.

- (1) Claims for dividends shall lapse if not exercised within five (5) years.
- (2) The dividends for which claims have lapsed under the foregoing paragraph (1) shall become the property of the Company.

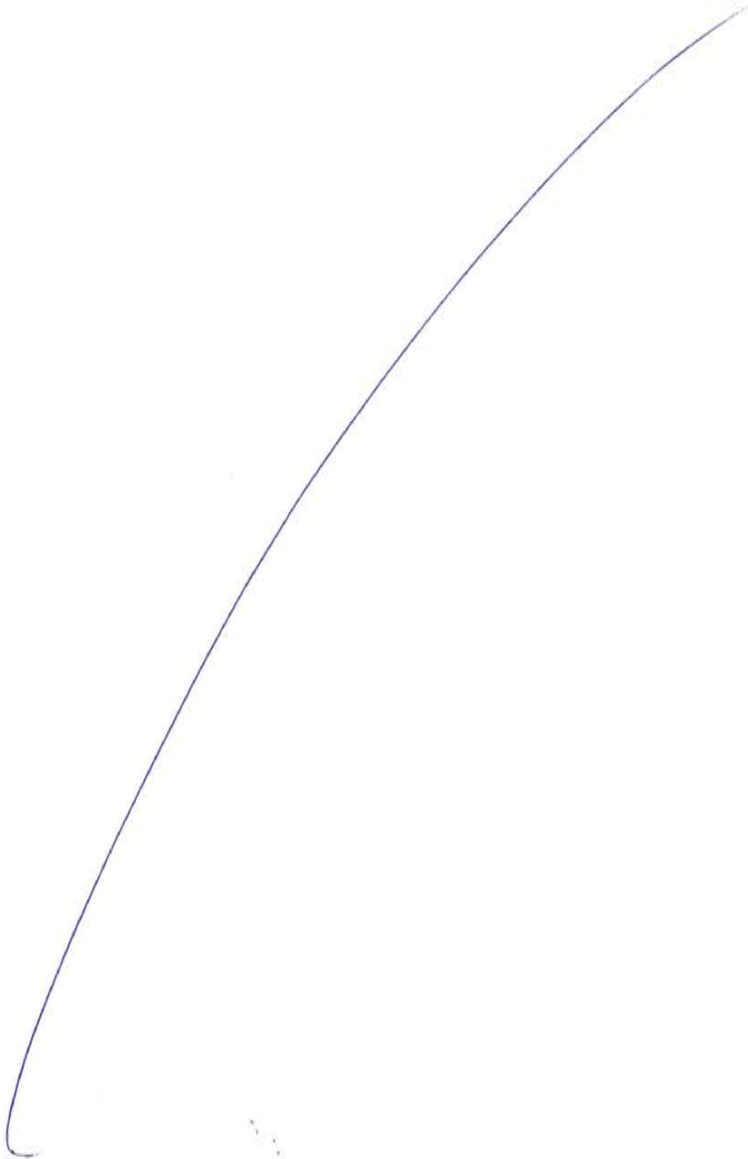
CHAPTER VIII. ADDENDUM

Article 43. Applicable Provisions



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The matters not provided for by these Articles of Association shall be decided by a resolution of the General Meeting of Shareholders, and governed by the provisions of the Commercial Act and other relevant laws. However, in case the Acts or laws quoted in these Articles of Association are amended or annihilated and relevant laws corresponding to those exist, the provisions of the relevant laws shall be considered to be quoted.

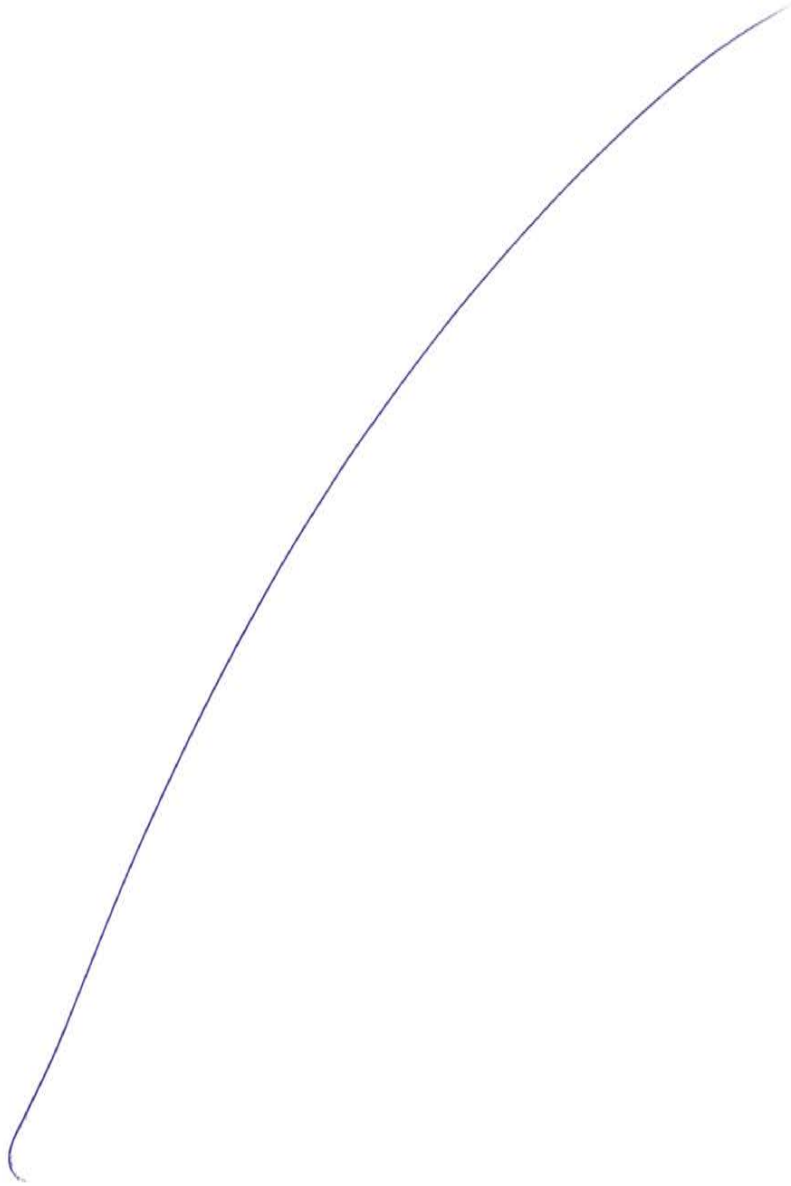
Article 44. Effective Date

- These Articles of Association shall be effective from December 27, 2000.
- These Articles of Association shall be effective from March 24, 2001. However, revised provisions at the provision of Paragraph (1) in Article 12, Article 36 and Article 41-2 shall be applied from the effective date of the revised Securities and Exchange Act and the revised provisions Article 37 and 37-2 shall be applied from the effective date of the revised Act about External Auditing of Company limited by shares.
- These Articles of Association shall be effective from March 27, 2002.
- These Articles of Association shall be effective from March 12, 2004.
- These Articles of Association shall be effective from December 22, 2006.
- These Articles of Association shall be effective from March 16, 2007.
- These Articles of Association shall be effective from March 14, 2008.
- These Articles of Association shall be effective from March 27, 2009.
- These Articles of Association shall be effective from March 23, 2012. However, Article 28-2, Article 37-3, Article of 40-4, Article of 40-5 shall be effective from the effective date of revised Commercial Law.



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	소 속	성 명	일 자
작 성	재무기획IR팀	김 정 영	2012.03.23
팀 장	재무기획IR팀	손 명 곤	2012.03.23
본 부 장	재무금융본부	김 양 기	2012.03.23
총괄CFO		조 현 익	2012.03.23
사 장		서 중 욱	2012.03.23

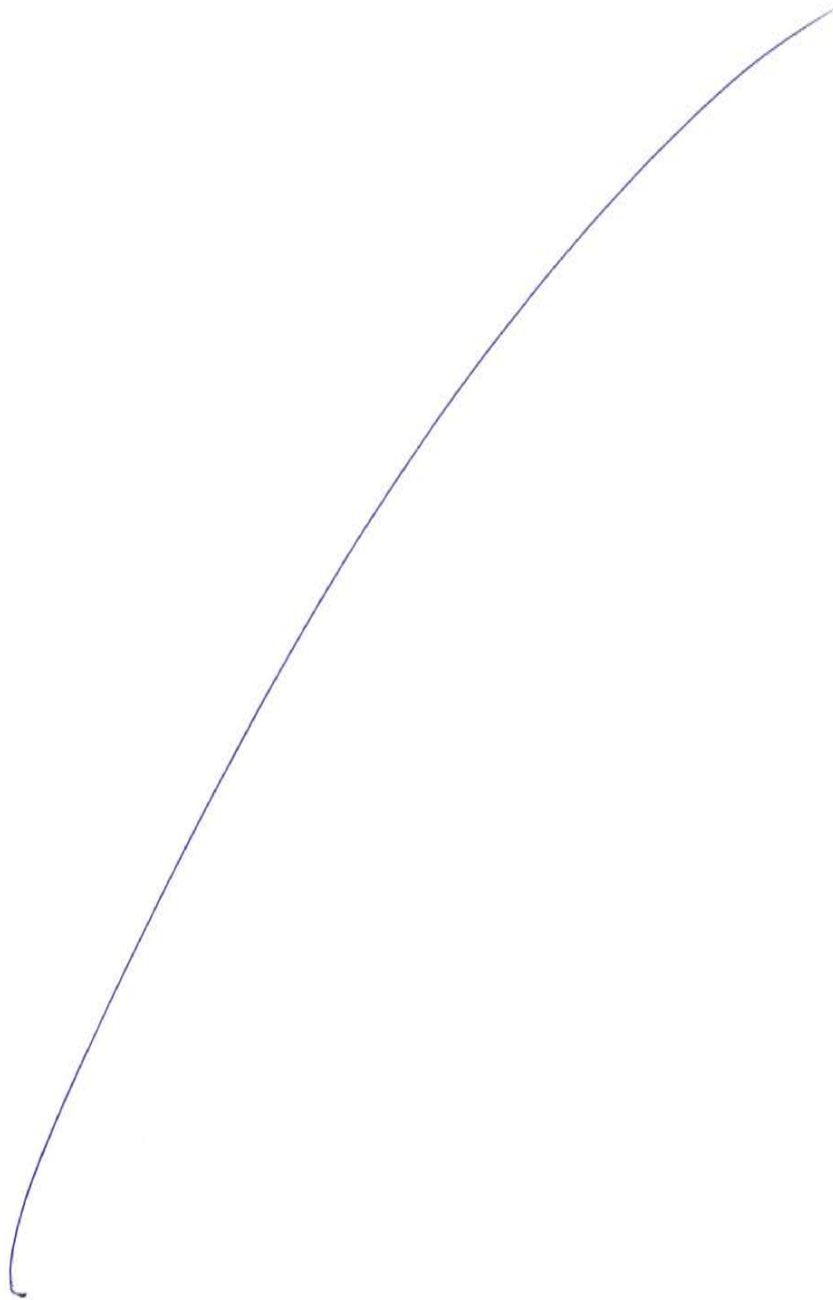
목 차

- 1 총 칙
 - 2 주 식 과 주 권
 - 3 사 채
 - 4 주 주 총 회
 - 5 이 사 / 이 사 회 / 대 표 이 사
 - 6 감 사 위 원 회
 - 7 계 산
- (부 칙)



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- 2000년 12월 27일 제정
- 2001년 3월 24일 변경
- 2002년 3월 27일 변경
- 2004년 3월 12일 변경
- 2006년 12월 22일 변경
- 2007년 3월 16일 변경
- 2008년 3월 14일 변경
- 2009년 3월 27일 변경
- 2012년 3월 23일 변경

제 1 장 총 칙

제 1 조 (상 호)

이 회사는 주식회사 대우건설(이하 "회사"라 한다)이라고 부른다. 영문으로는 DAEWOO ENGINEERING & CONSTRUCTION CO., LTD.(약호 DAEWOO E&C)이라 표기한다.

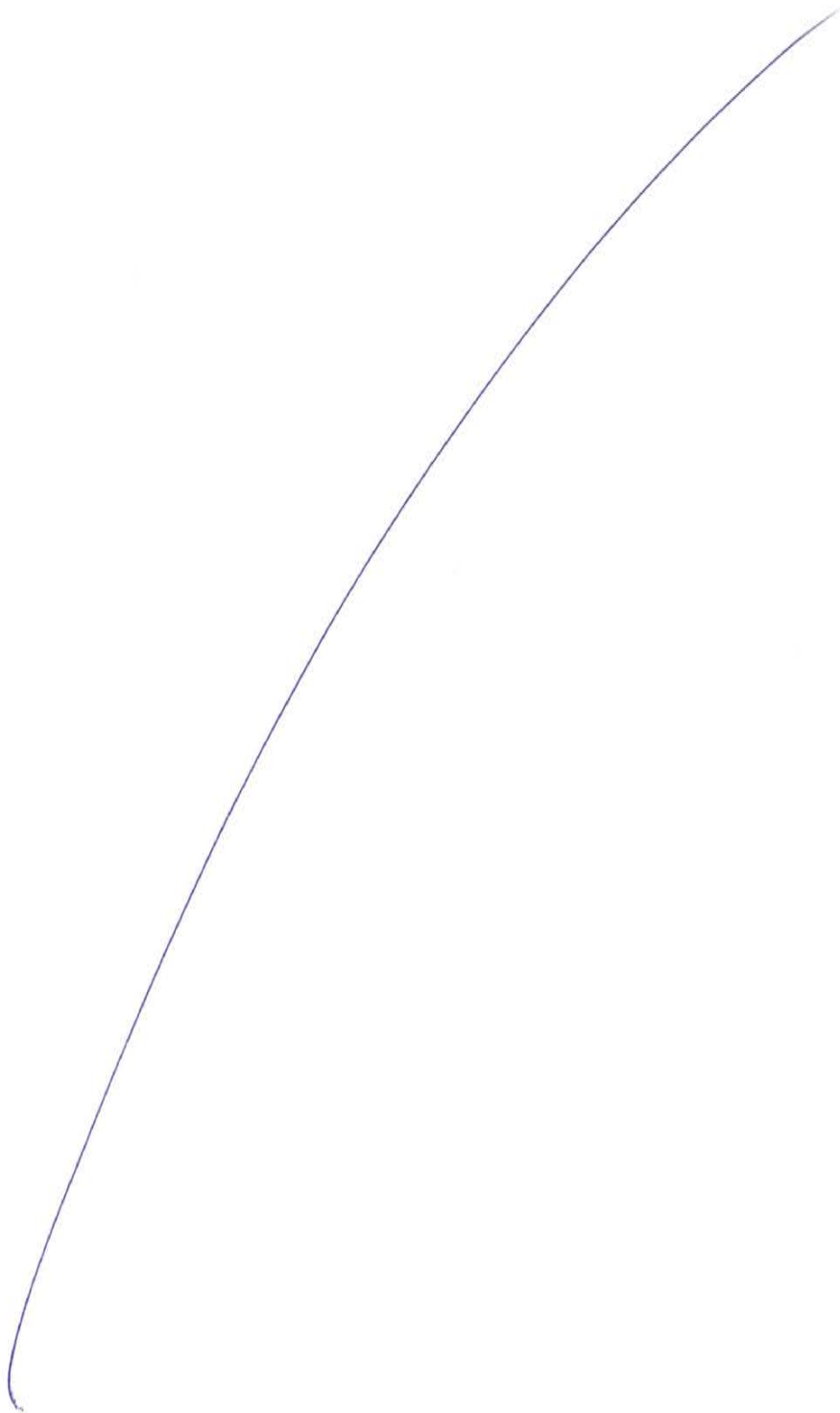
제 2 조 (목 적)

회사는 다음의 사업을 경영함을 목적으로 한다.

1. 수출입업 및 동대행업, 중개업
2. 토목, 건축, 포장, 전기, 기계, 조경, 주택건설, 철강재설치, 항만, 준설, 수도 및 궤도설치, 소방설비공사업
3. 정보통신공사업
4. 해외종합건설업(건축, 토목, 전기공사, 전기통신공사업 및 특수공사업)
5. 건설용역 및 군납업
6. 토목, 건축의 측지측량, 품질시험, 설계, 설계감리 및 종합감리업
7. 환경오염 방지(수질오염, 대기오염, 소음진동 방지), 폐기물 처리(핵폐기물, 산업폐기물, 쓰레기), 상하수도 및 폐수 처리시설, 발전설비 및 발전설비 철골작업, 해양설비 구조물 등의 설계, 기기제작 설치 및 운영업, 분뇨처리시설, 오수정화 시설, 정화조 또는 축산폐수정화시설의 설계, 시공업
8. 특정설비제조업
9. 토지개간, 간척 및 매립사업
10. 부동산에 대한 투자, 임대, 관리, 매매, 컨설팅 및 부동산 개발사업, 시장(아케이드)운영에 관한 사업
11. 국내외의 지인개발 및 판매업



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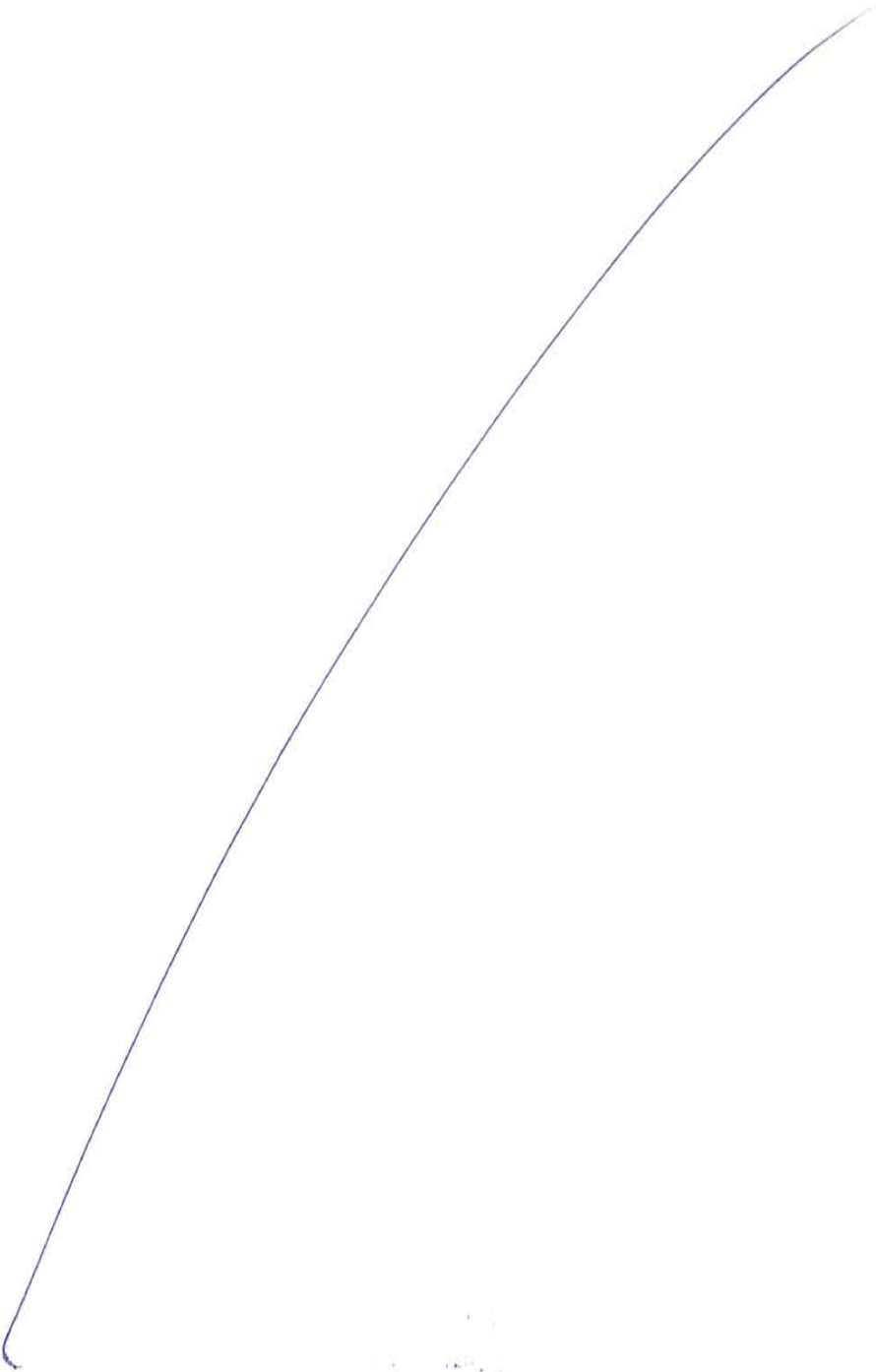
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12. 건설자재 생산 및 판매업
13. 광산, 석산개발 및 판매업
14. 철구제품 제조 판매업
15. 중기 대여업, 중기 정비업
16. 정보처리, 교육등 각종 용역업, 정보기기대여업
17. 육상, 해상, 항공운송업 및 창고업, 유통업 및 도.소매업
18. 관광숙박업(호텔업 및 콘도미니엄업), 관광객 이용시설업, 관광편의시설업, 공중목욕장(실내수영장)업
19. 산림, 축산, 원예업 및 농업
20. 유료도로업 및 주차장운영업
21. 승강기 설치 공사업
22. 가스시설 시공업, 도시가스사업 및 가스관련사업
23. 기록매체출판업, 데이터베이스업, 기술연구 및 기술용역 수탁업
24. 원유정제 및 전력, 도시가스, 석유제품의 제조 및 판매업
25. 종합휴양업 및 전문휴양업, 유원지 운영업
26. 소프트웨어 개발, 판매 및 교육사업
27. 종합건설기술용역 및 산업설비용역업(설계, 감리, 컨설팅, 시운전, 유지보수)
28. 플랜트의 설계, 제작, 시공, 감리용역 및 보수, 운영업
29. 체육시설업
30. 종합환경영향평가 대행업, 교통영향평가 대행업 및 경관영향평가 대행업
31. 에너지 사용계획수립 대행업 및 에너지 절약전문업
32. 사회간접 자본시설 및 관련부대사업 투자, 운영업
33. 골재 채취 및 판매업
34. 노인복지시설 및 일반 요양시설 운영업
35. 원자력 이용업
36. 청소년 수련에 관한 사업
37. 여객자동차 터미널 사업
38. 산업단지 개발사업 및 산업단지 관리 운영업
39. 시설물의 안전진단 및 유지 관리업
40. 백화점의 설치 및 운영에 관한 사업
41. 전력시설물의 설계업 및 동 공사 감리업
42. 문화교육 및 사설강습소 운영업
43. 전시장, 유키장, 및 공연장설치 및 운영관리업
44. 택지개발사업



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- 45. 인터넷 전자상거래업
- 46. 벤처사업(벤처기업 발굴 및 투자육성)
- 47. 조립금속제품 제조 및 판매업
- 48. 삭도설치 공사업
- 49. 시스템통합사업(소프트웨어개발, 공급, 통합자동화시스템분석, 개발설비 및 설치)
- 50. 유무선 통신설비 제조 및 판매업
- 51. 발전, 송전, 변전, 배전용 전기기기 제조 및 판매업
- 52. 전력, 전자기기, 산업제어기 및 제어시스템 제조 및 판매업
- 52의 1. 신재생에너지사업
- 53. 내외국인 또는 법인과 전 각호에 관련되는 투자
- 54. 폐기물 해양 배출업
- 55. 토양정화(복원)업
- 56. 지하수정화업
- 57. 자산관리 및 이에 부수하는 업
- 58. 위 각호에 관련되는 부대사업일체

제 3 조 (본점 소재지)

- ① 회사는 본점을 서울특별시에 둔다.
- ② 회사는 필요에 따라 이사회 의결로 국내외에 지점, 출장소, 사무소 및 현지 법인을 둘 수 있다.

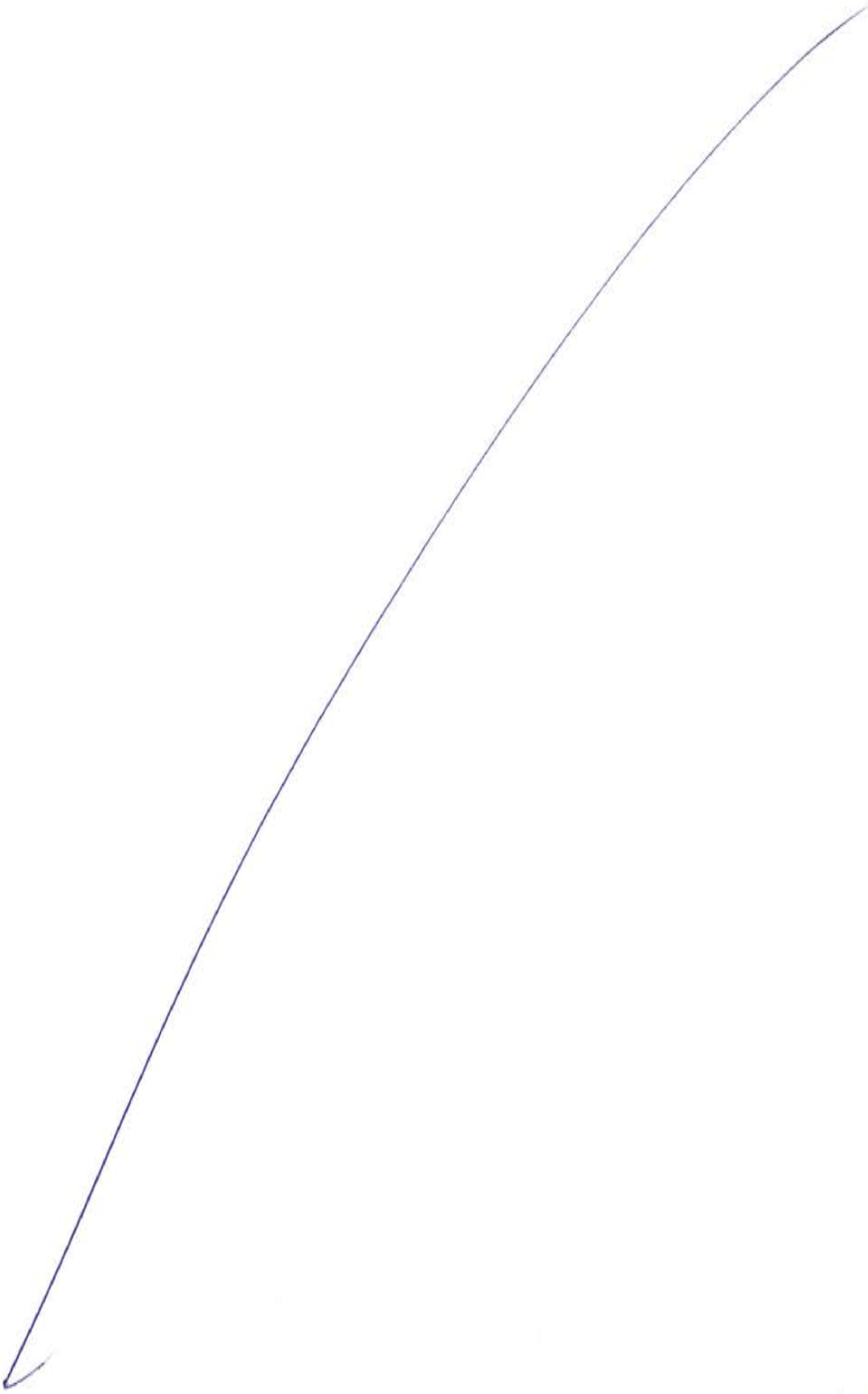
제 4 조 (광고방법)

회사의 광고는 회사의 인터넷 홈페이지(www.daewooenc.co.kr)에 한다. 다만, 전산장에 또는 그 밖의 부득이한 사유로 회사의 인터넷 홈페이지에 광고를 할 수 없을 때에는 서울특별시에서 발행되는 일간 동아일보와 한국일보에 게재한다.



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제 2 장 주식과 주권

제 5 조 (회사가 발행할 주식의 총수)

회사가 발행할 주식의 총수는 700,000,000주로 한다.

제 6 조 (1주의 금액)

회사의 주식의 1주의 금액은 5,000원으로 한다.

제 7 조 (주식 및 주권의 종류)

- ① 회사가 발행할 주식의 종류는 기명식 보통주식과 기명식 우선주식으로 한다.
- ② 회사가 발행할 주권의 종류는 1주권, 5주권, 10주권, 50주권, 100주권, 500주권, 1,000주권, 10,000주권의 8종으로 한다.

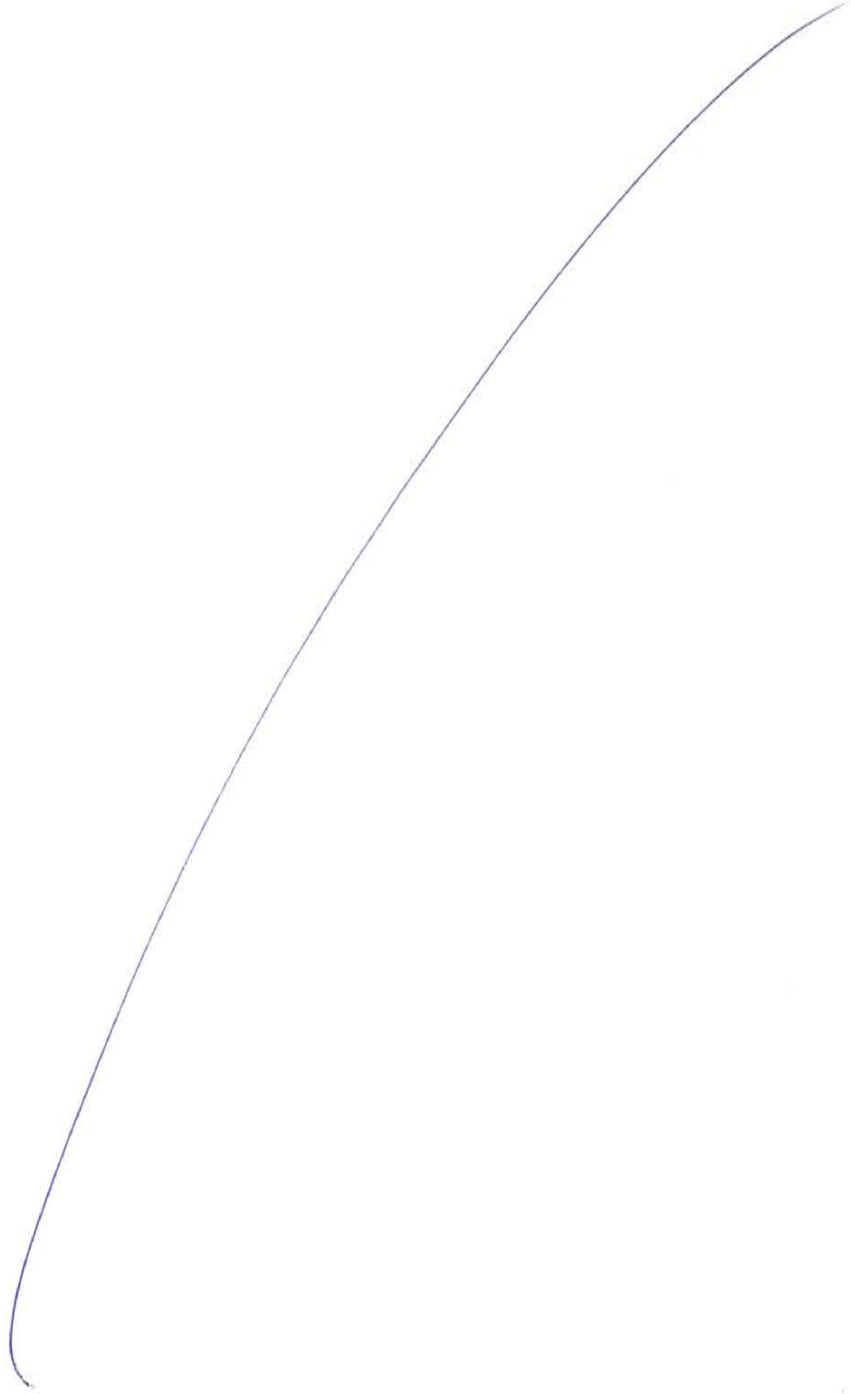
제 8 조 (우선주식의 수와 내용)

- ① 회사가 발행할 우선주식은 참가적, 누적적, 기한부, 의결권 없는 주식으로 하며, 그 발행총수는 발행주식 총수의 4분의1 이내로 하되 45,000,000주를 한도로 한다.
- ② 우선주식의 최저배당율은 액면가액 기준, 연 1%로서, 발행시 이사회가 배당율을 결정한다.
- ③ 보통주식의 배당율이 우선주식의 배당율을 초과할 경우에는 그 초과분에 대하여 보통주식과 동일한 비율로 참가시켜 배당한다.
- ④ 우선주식에 대하여 어느 영업년도에 있어서 소정의 배당을 하지 못한 경우에는 누적된 미배당분을 다음 영업년도의 배당시에 우선 하여 배당한다.
- ⑤ 우선주식에 대하여 소정의 배당을 하지 아니한다는 결의가 있는 경우에는 그 결의가 있는 총회의 다음 총회부터 그 우선적 배당을 한다는 결의가 있는 총회의 종료 시까지 의결권이 있는 것으로 한다.
- ⑥ 회사가 유·무상증자 또는 주식배당으로 인해 발행해야 할 주식의 종류와 수는 이사회에서 결정한다.
- ⑦ 우선주식의 존속기간은 발행일로부터 6개월이상 10년이내의 범위에서 발행시 이사회 결의로 정하고 그 기간만료와 동시에 보통주식으로 전환된다. 그러다 위 기간 중 소정의 배당을 하지 못한 경우에는 소정의 배당을 완료할 때까지 그 기간을 연장한다. 이 경우 전환으로 인하여 발행하는 주식에 대한 이익의 배당에 관하여는 제10조의 규정을 준용한다.



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제 9 조 (신주발행)

- ① 회사의 신주발행에 필요한 사항은 이사회가 정한다.
- ② 회사의 주주는 신주발행에 있어서 그가 소유한 주식수에 비례하여 신주의 배정을 받을 권리를 가지며 주주가 신주인수권을 포기 또는 상실하거나 신주배정에서 단주가 발생하는 경우에 그 처리 방법은 이사회에 결의로 정한다.
- ③ 제2항의 규정에도 불구하고 다음 각호의 경우에는 주주 이외의 자에게 신주를 배정할 수 있다.
 - 1. 자본시장과 금융투자업에 관한 법률 제 165조의 6의 규정에 의하여 이사회에 결의로 일반공모증자 방식에 의한 신주를 발행하는 경우
 - 2. 자본시장과 금융투자업에 관한 법률 제 165조의 7의 규정에 의하여 우리사주조합원에게 신주를 우선 배정하는 경우
 - 3. 상법 제 542조의 3의 규정에 의하여 주식매수선택권의 행사로 인하여 신주를 발행하는 경우
 - 4. 자본시장과 금융투자업에 관한 법률 제 165조의 16의 규정에 의하여 주식예탁증서 발행에 따라 신주를 발행하는 경우
 - 5. 경영상의 필요시 액면총액이 금 2,000,000,000,000원을 초과하지 않는 범위내에서 이사회에 결의로 외국의 합작법인, 국내외 금융기관 또는 그 컨소시엄에 참여하는 자에게 신주를 발행하는 경우

제 10 조 (신주의 배당기산일)

회사가 유상증자, 무상증자 및 주식배당에 의하여 신주를 발행하는 경우 신주에 대한 이익의 배당에 관하여는 신주를 발행한 때가 속하는 영업년도의 직전 영업년도말에 발행된 것으로 본다.

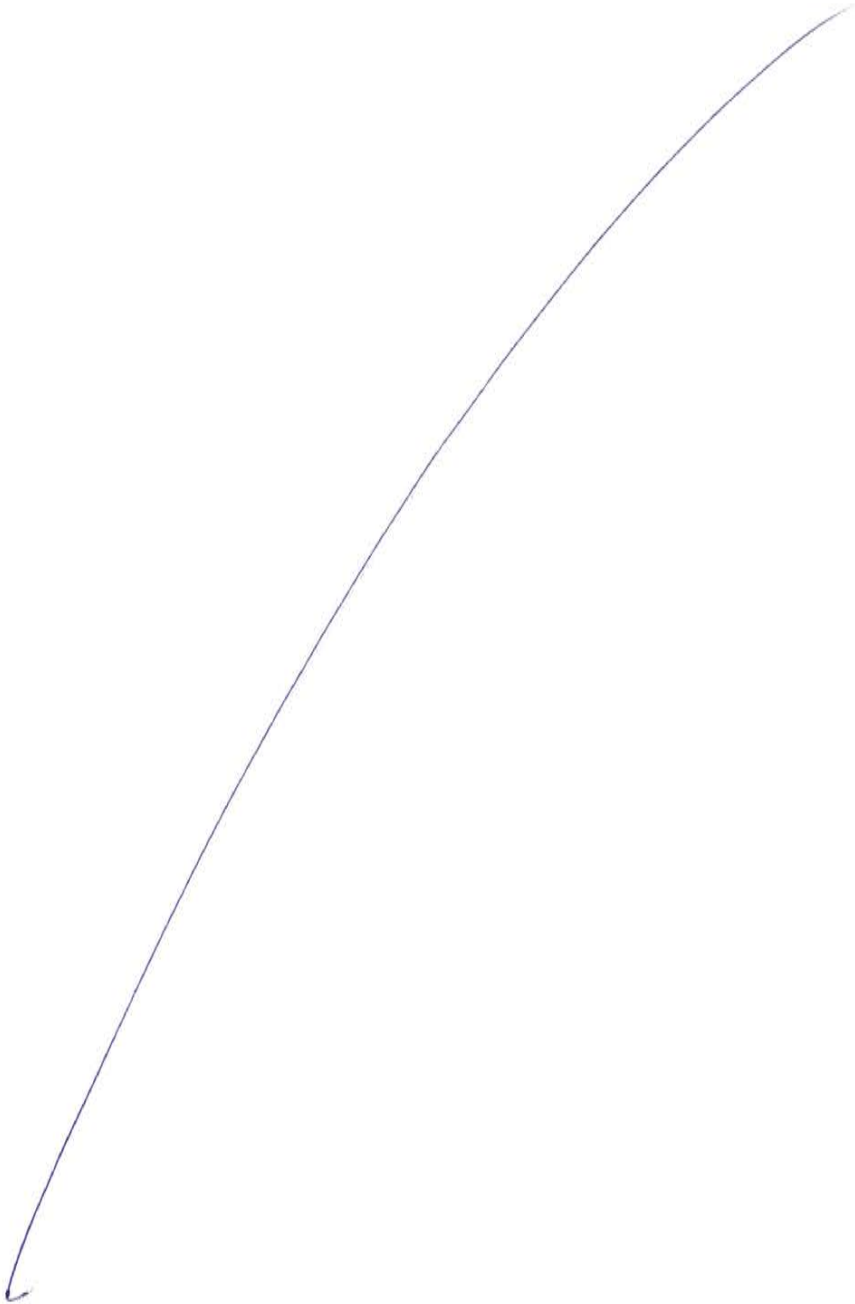
제 11 조 (일반공모증자)

- ① 회사는 발행주식총수의 100분의 50을 초과하지 않는 범위내에서 자본시장과 금융투자업에 관한 법률 제 165조의 6의 규정에서 정하는 방법에 따라 이사회에 결의로 일반공모증자 방식에 의한 신주를 발행 할 수 있다.
- ② 제1항의 방식에 의해 신주를 발행할 경우에는 발행할 주식의 종류와 수 및 발행가액 등은 이사회에 결의로 정한다. 단, 이 경우 신주의 발행가액은 자본시장과 금융투자업에 관한 법률 시행령 제 176조의 8의 규정에서 정하는 가액이상으로 하여야 한다.



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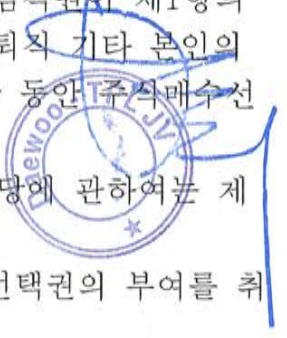
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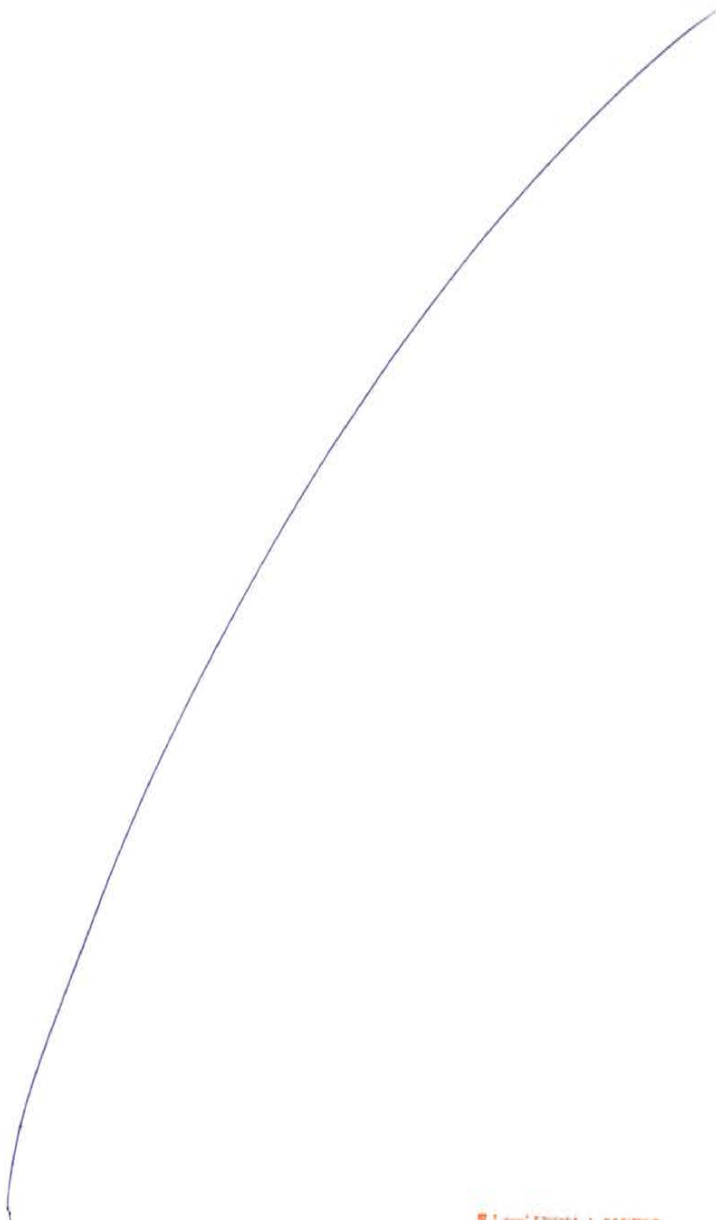
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제 12조 (주식매수선택권)

- ① 회사는 임직원에게(상법 시행령 제9조에서 정하는 관계회사의 임직원을 포함한다. 이하 이 조에서 같다)에게 발행주식총수의 100분의 15 범위 내에서 상법 제 542조의 3의 규정에 의한 주식매수선택권을 주주총회의 특별결의에 의하여 부여할 수 있다. 다만, 상법 및 그 시행령이 허용하는 범위 내에서는 이사회 결의로 회사의 이사를 제외한 자에 대하여 주식매수선택권을 부여할 수 있다. 이사회의 결의로 주식매수선택권을 부여한 경우 회사는 부여 후 처음으로 소집되는 주주총회의 승인을 받아야 한다.
- ② 주식매수선택권을 부여 받을 임직원은 회사의 설립과 경영, 기술혁신 등에 기여하거나 기여할 수 있는 있는 자로 한다.
- ③ 주식매수선택권의 행사로 교부할 주식(주식매수선택권의 행사가격과 시가와의 차액을 현금 또는 자기주식으로 교부하는 경우에는 그 차액의 산정이 되는 주식을 말한다)은 제 7조의 주식 중 주식매수선택권을 부여하는 주주총회 또는 이사회의 결의로 정한다.
- ④ 주식매수선택권을 일시에 재직하는 임원 및 직원 전원에게 부여할 수 없고, 임원 또는 직원 1인에 대하여 부여하는 주식매수선택권은 발행주식총수의 100분의 15를 초과할 수 없다.
- ⑤ 주식매수선택권을 행사할 주식의 1주당 행사가격은 다음 각호의 가액 이상이어야 한다. 주식매수선택권을 부여한 후 그 행사가격을 조정하는 경우에도 또한 같다.
 1. 새로이 주식을 발행하여 교부하는 경우에는 다음 각목의 가격 중 높은 금액
 - 가. 주식매수선택권의 부여일을 기준으로 한 주식의 실질가액
 - 나. 당해 주식의 권면액
 2. 자기주식을 양도하는 경우에는 주식매수선택권 부여일을 기준으로 한 주식의 실질가액
- ⑥ 주식매수선택권은 이를 부여하는 주주총회 결의일로부터 3년이 경과한 날로부터 7년 내에 행사할 수 있다.
- ⑦ 주식매수선택권을 부여 받은 임직원은 제1항의 결의일로부터 2년 이상 재임 또는 재직하여야 행사할 수 있다. 다만, 주식매수선택권을 부여 받은 임직원이 제1항의 결의일로부터 2년 이내에 사망하거나 정년으로 인한 퇴임 또는 퇴직 기타 본인의 귀책사유가 아닌 사유로 퇴임 또는 퇴직한 경우에는 그 행사기간 동안 주식매수선택권을 행사할 수 있다.
- ⑧ 주식매수선택권의 행사로 인하여 발행한 신주에 대한 이익의 배당에 관하여는 제 10조의 규정을 준용한다.
- ⑨ 다음 각호의 1에 해당하는 경우에는 이사회의 결의로 주식매수선택권의 부여를 취



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소할 수 있다.

1. 주식매수선택권을 부여받은 임직원이 주식매수선택권을 부여 받은 날로부터 2년 이내에 본인의 의사에 따라 퇴임하거나 퇴직한 경우
2. 주식매수선택권을 부여받은 임직원이 고의 또는 과실로 회사에 중대한 손해를 초래하게 한 경우
3. 회사의 파산 또는 해산등으로 주식매수선택권의 행사에 응할 수 없는 경우
4. 기타 주식매수선택권 부여계약에서 정한 취소사유가 발생한 경우

제 13 조 (시가발행)

- ① 회사는 신주를 발행함에 있어서 그 일부 또는 전부를 시가로 발행할 수 있으며, 이때에는 그 발행가액은 이사회에 의한다.
- ② 제1항의 경우 이사회는 주주의 신주인수권에 불구하고 시가로 발행하는 신주식을 자본시장과 금융투자업에 관한 법률의 규정에 의하여 모집하거나 인수인에게 인수하게 할 수 있다.

제 14 조 (회사의 설립시 발행하는 주식의 총수)

회사가 설립시에 발행하는 주식의 총수는 기명식 보통주식 35,800,000주로 한다.

제 15 조 (명의개서대리인)

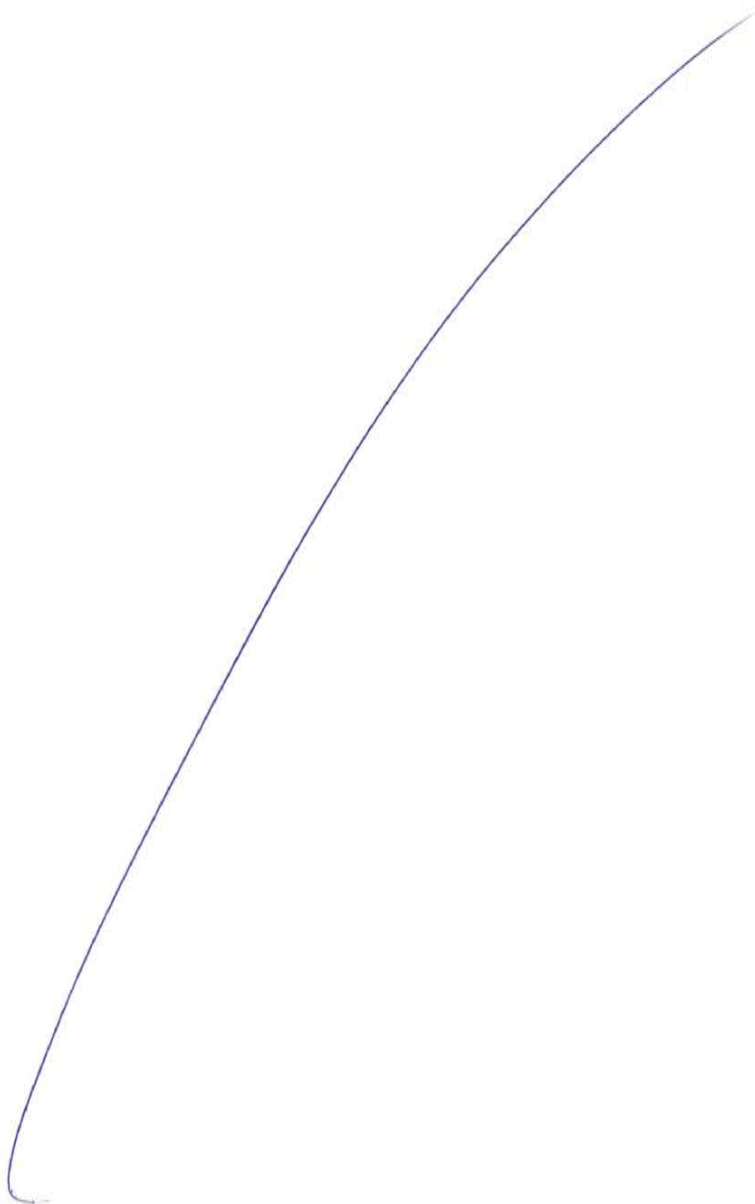
- ① 회사는 주식의 명의개서대리인을 둔다.
- ② 명의개서대리인 및 그 사무취급장소와 대행업무의 범위는 이사회에 의결로 정하고 이를 공고한다.
- ③ 회사의 주주명부 또는 그 複本을 명의개서대리인의 사무취급장소에 비치하고 주식의 명의개서, 질권의 등록 또는 말소, 신탁재산의 표시 또는 말소, 주권의 발행, 신고의 접수, 기타 주식에 관한 사무는 명의개서대리인으로 하여금 취급케 한다.
- ④ 제3항의 사무취급에 관한 절차는 명의개서대리인의 증권의 명의개서대행 등에 관한 규정에 따른다.

제 16 조 (주주 등의 주소, 성명 및 인감 또는 서명 등 신고)

- ① 주주, 등록질권자 및 그들의 법정대리인은 주소, 성명 및 인감 또는 서명 등을 제 15조의 명의개서대리인에 신고하여야 한다.
- ② 외국에 거주하는 주주와 등록질권자는 대한민국에 통거소를 받을 대리인을 정하여 신고하여야 한다.
- ③ 제1항 및 2항의 변동이 생긴 경우에도 같다.



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제 17 조 (주주명부의 폐쇄, 기준일)

- ① 회사는 의결권을 행사하거나 배당금을 받을 자, 기타 주주 또는 질권자로서 권리를 행사할자를 정하기 위하여 일정한 기간을 정하여 주주명부의 기재변경을 정지하거나 일정한 날에 주주명부에 등재된 주주 또는 질권자를 그 권리를 행사할 주주 또는 질권자로 볼 수 있다.
- ② 회사는 매년 1월 1일부터 1월 31일까지 권리에 관한 주주명부의 기재변경을 정지하며 매년 12월 31일 주주명부에 기재되어 있는 주주를 그 결산기에 관한 정기 주주총회에서 권리를 행사할 수 있는 주주로 한다.
- ③ 제1항의 기간은 3월을 초과하지 못한다.
- ④ 제1항의 날은 주주 또는 질권자로서 권리를 행사할 날에 앞선 3월내의 날로 정하여야 한다.
- ⑤ 제1항의 기간 또는 날을 정한 때에는 회사는 그 기간 또는 날의 2주간 전에 공고하여야 한다.

제 3 장 사 채

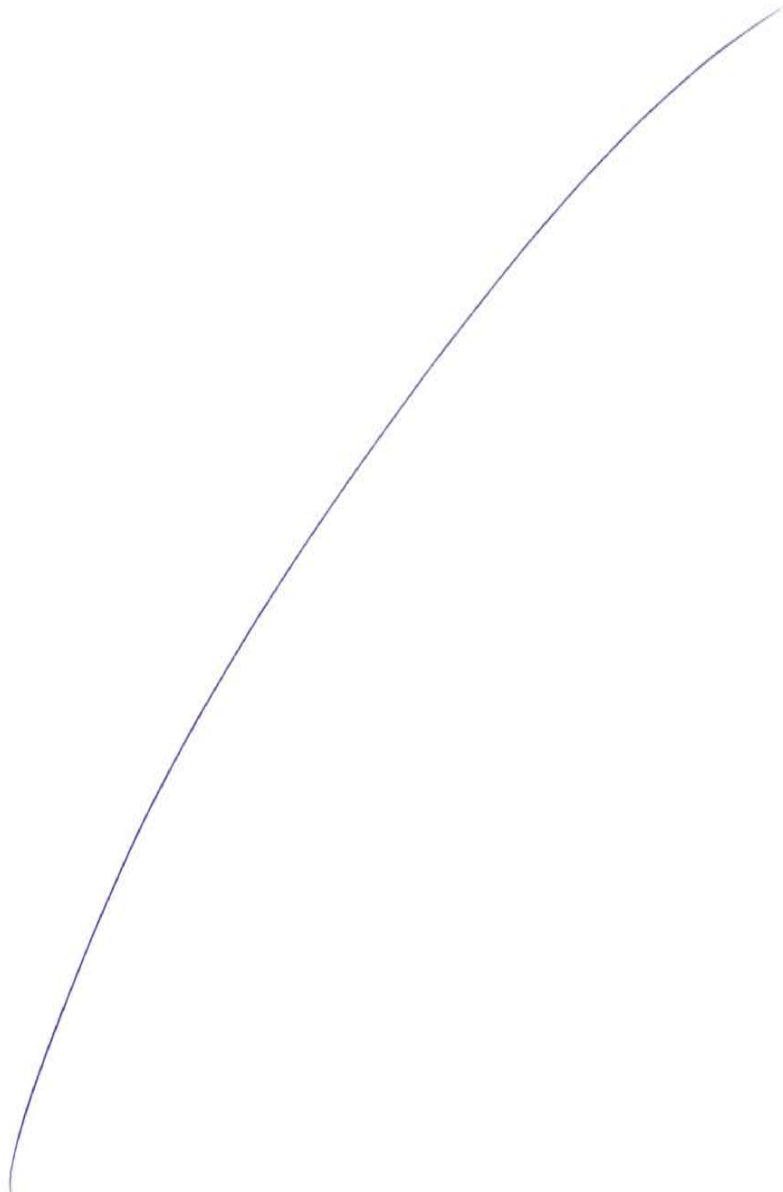
제 18 조 (전환사채의 발행)

- ① 회사는 사채의 액면가액의 총액이 금 2,000,000,000,000원을 초과하지 않는 범위 내에서 다음 각호의 경우 이사회 결의로 주주이외의 자에게 전환사채를 발행할 수 있다.
 - 1. 전환사채를 일반공모의 방법으로 발행하는 경우
 - 2. 경영상 필요로 외국인 투자촉진법에 의한 외국인투자를 위하여 전환사채를 발행하는 경우
 - 3. 긴급한 자금의 조달을 위하여 국내외 금융기관에게 전환사채를 발행하는 경우
 - 4. 자본시장과 금융투자업에 관한 법률 제 165조의 16의 규정에 의하여 해외에서 전환사채를 발행하는 경우
- ② 제1항의 전환사채에 있어서 이사회는 그 일부에 대하여만 전환권을 부여하는 조건으로 이를 발행할 수 있다.
- ③ 전환으로 인하여 발행하는 주식은 사채의 액면가액의 총액이 금 1,900,000,000,000원을 초과하지 않는 범위 내에서 보통주식으로, 금 100,000,000,000원을 초과하지 않는 범위 내에서 의결권 없는 우선주식으로 하며 전환가액은 주식의 액면가액 또는 그 이상의 가액으로 사채발행시 이사의 결의로써 정한다.



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- ④ 전환사채권자가 전환을 청구할 수 있는 기간은 사채발행일의 익일부터 그 상환기간의 직전일까지 한다. 다만, 위 기간 내에서 관계법규에 따라 이사회 결의로써 그 기간을 정할 수 있다.
- ⑤ 전환사채에 있어서 주식으로서 전환에 의하여 발행된 주식에 대한 이익이나 이자의 배당에 관하여는 전환을 청구한 때가 속하는 영업년도의 직전 영업년도말에 전환된 것으로 본다.

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제 19 조 (신주인수권부사채의 발행)

- ① 회사는 사채의 액면가액의 총액이 금 600,000,000,000원을 초과하지 않는 범위 내에서 다음 각호의 경우 이사회 결의로 주주이외의 자에게 신주인수권부사채를 발행할 수 있다.
 - 1. 신주인수권부사채를 일반공모의 방법으로 발행하는 경우
 - 2. 경영상 필요로 외국인 투자촉진법에 의한 외국인투자를 위하여 신주인수권부사채를 발행하는 경우
 - 3. 긴급한 자금의 조달을 위하여 국내외 금융기관에게 신주인수권부사채를 발행하는 경우
 - 4. 자본시장과 금융투자업에 관한 법률 제 165조의 16의 규정에 의하여 해외에서 신주인수권부사채를 발행하는 경우
- ② 신주인수를 청구할 수 있는 금액은 사채의 액면가액의 총액을 초과하지 않는 범위 내에서 이사회가 정한다.
- ③ 신주인수권의 행사로 발행하는 주식은 사채의 액면가액의 총액이 금 500,000,000,000원을 초과하지 않는 범위 내에서 보통주식으로, 금 100,000,000,000원을 초과하지 않는 범위 내에서 의결권 없는 우선주식으로 하며, 그 발행가액은 액면가액 또는 그 이상의 가액으로 이사회 결의로써 정한다.
- ④ 신주인수권을 행사할 수 있는 기간은 사채 발행일의 익일로부터 그 상환기일 직전일까지로 한다. 다만, 위 기간 내에서 관계법규에 따라 이사회 결의로써 그 기간을 정할 수 있다.
- ⑤ 제1항의 신주인수권부 사채에 있어서 신주인수권을 행사할 자에 대한 이익이나 이자의 배당에 관하여는 신주의 발행가액의 금액을 납입한 때가 속하는 영업년도의 직전 영업년도말에 신주의 발행이 있는 것으로 본다.

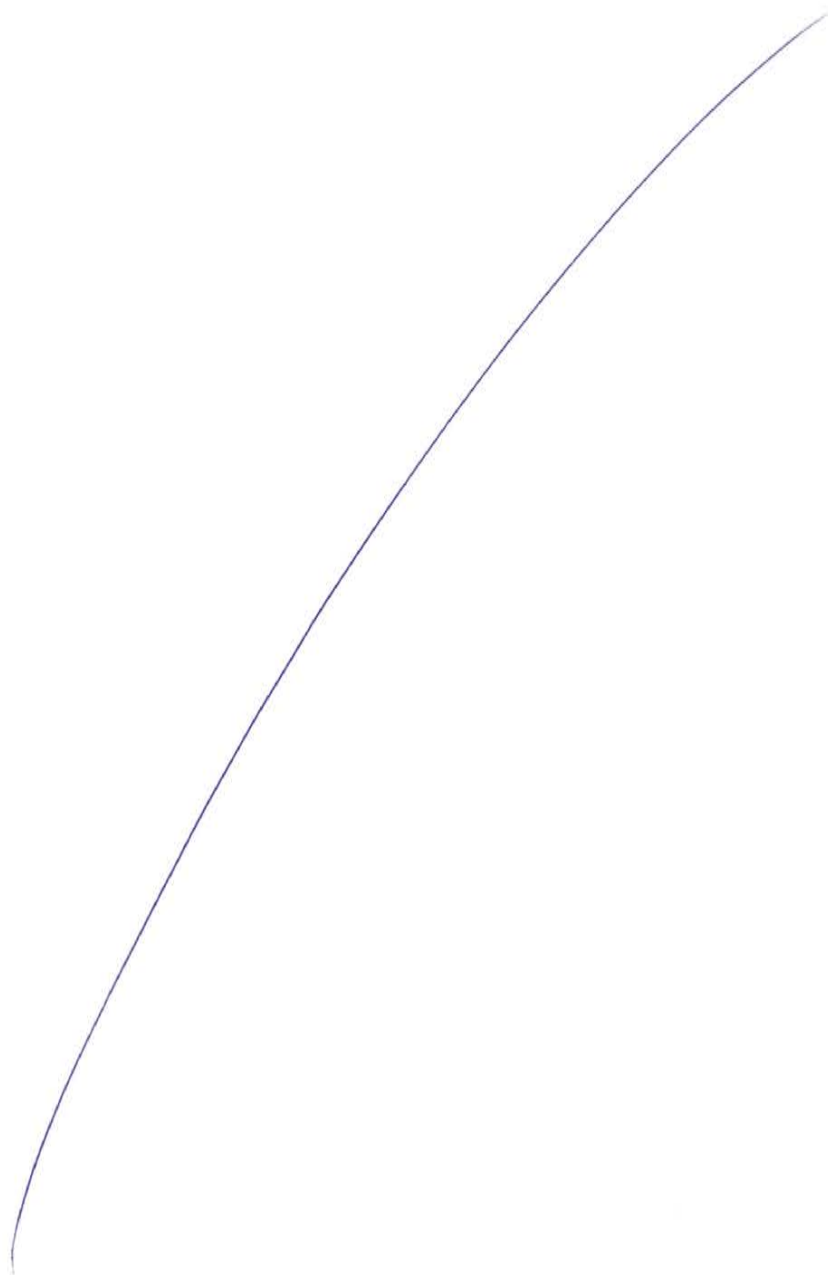


제 20 조 (사채발행에 관한 준용규정)

제15조 및 제16조의 규정은 사채발행의 경우에 준용한다.



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제 4 장 주주총회

제 21 조 (총회의 소집)

- ① 정기주주총회는 매 영업년도 종료후 3월 이내에 소집하고, 임시주주총회는 필요에 따라 이사회 의 결의나 기타 법령이 정하는 바에 의하여 소집한다.
- ② 주주총회의 소집은 법령에 다른 규정이 있는 경우를 제외하고는 이사회 의 결의에 따라 대표이사가 소집한다. 대표이사 유고시에는 제33조 제4항의 규정을 준용한다.
- ③ 주주총회를 소집함에는 그 일시, 장소 및 회의의 목적사항을 총회일 2주간 전에 주주에게 서면 또는 전자문서로 통지를 발송하여야 한다. 다만, 회사는 의결권 있는 발행주식 총수의 100분의1 이하의 주식 소유주주에 대해서는 회일을 정하여 그 2주간 전에 총회를 소집한다는 뜻과 회의의 목적사항을 서울특별시에서 발행되는 동아일보와 한국일보에 2회 이상 공고하거나 금융감독원 또는 한국거래소가 운영하는 전자공시시스템에 공고함으로써 서면에 의한 총회소집통지에 갈음할 수 있다.
- ④ 주주총회는 본점소재지에서 개최하되 이의 인접지에서도 개최할 수 있다.
- ⑤ 회사가 제3항에 따라 주주총회의 소집통지 또는 공고를 하는 경우에는 상법 제 542조의 4 제 2항에서 규정하는 회사의 경영참고사항을 통지 또는 공고하여야 한다. 그러나 회사의 경영참고사항을 회사의 본·지점, 명의개서 대행회사, 금융감독위원회, 한국거래소에 비치하는 경우에는 통지 또는 공고에 갈음할 수 있다.

제 22 조 (총회의 의장)

총회의 의장은 대표이사가 된다. 대표이사가 2인 이상일 경우는 대표이사 중 이사회에서 미리 지명한 대표이사가 총회의 의장이 된다. 대표이사 유고시에는 이사회에서 미리 지명한 이사의 순으로 그 직무를 대행한다.

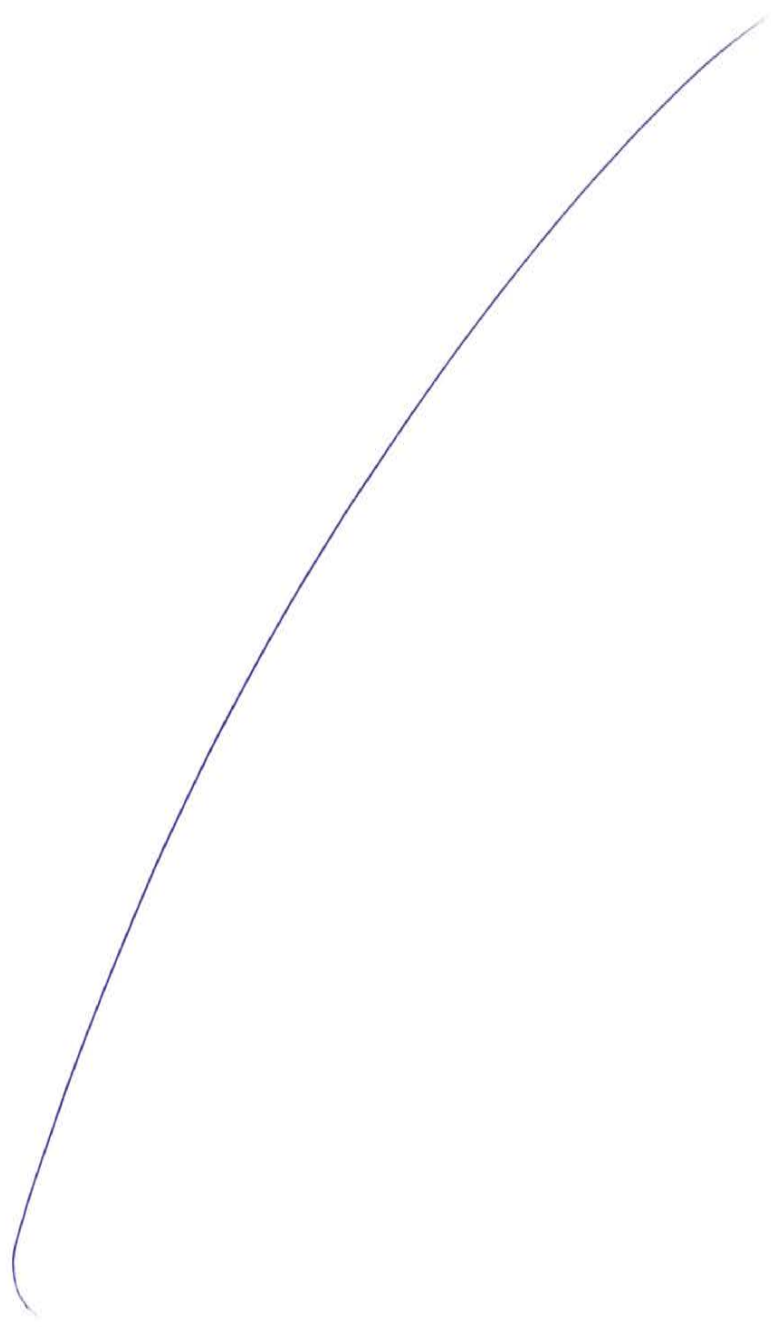
제 23조 (의장의 질서유지권)

- ① 주주총회의 의장은 고의로 의사진행을 방해하기 위한 발언·행동을 하는 등 현저히 질서를 문란하게 하는 자에 대하여 그 발언의 정지 또는 퇴장을 명할 수 있다.
- ② 주주총회의 의장은 의사진행의 원활을 기하기 위하여 필요하다고 인정할 때에는 주주의 발언의 시간 및 회수를 제한할 수 있다.



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제 24 조 (주주의 의결권 행사)

- ① 주주는 대리인으로 하여금 그의 의결권을 행사하게 할 수 있다. 이 경우 그 대리인은 총회 개최전에 대리권을 증명하는 서면을 총회에 제출하여야 한다.
- ② 주주가 2 이상의 의결권을 가지고 있을 때에는 이를 통일하지 아니하고 행사할 수 있다. 이 경우 회일의 3일전에 회사에 대하여 서면으로 그 뜻과 이유를 통지하여야 한다.
- ③ 주주가 주식의 신탁을 인수하였거나, 기타 타인을 위하여 주식을 가지고 있는 경우 외에는 회사는 주주의 의결권 불통일행사를 거부할 수 있다.

제 25 조 (총회의 정족수와 의결방법)

주주총회의 결의는 법령에 달리 정함이 없는 경우에는 출석한 주주의 의결권의 과반수와 발행주식 총수의 4분의 1 이상의 수로써 하여야 한다.

제 26 조 (의사록)

주주총회의 의사에 대하여는 그 경과의 요령과 결과를 의사록에 기재하고, 의장과 출석한 이사 전원이 이에 기명날인 또는 서명하여 회사에 비치한다.

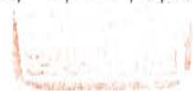
제 5 장 이사/이사회/대표이사

제 27 조 (이사의 수와 선임)

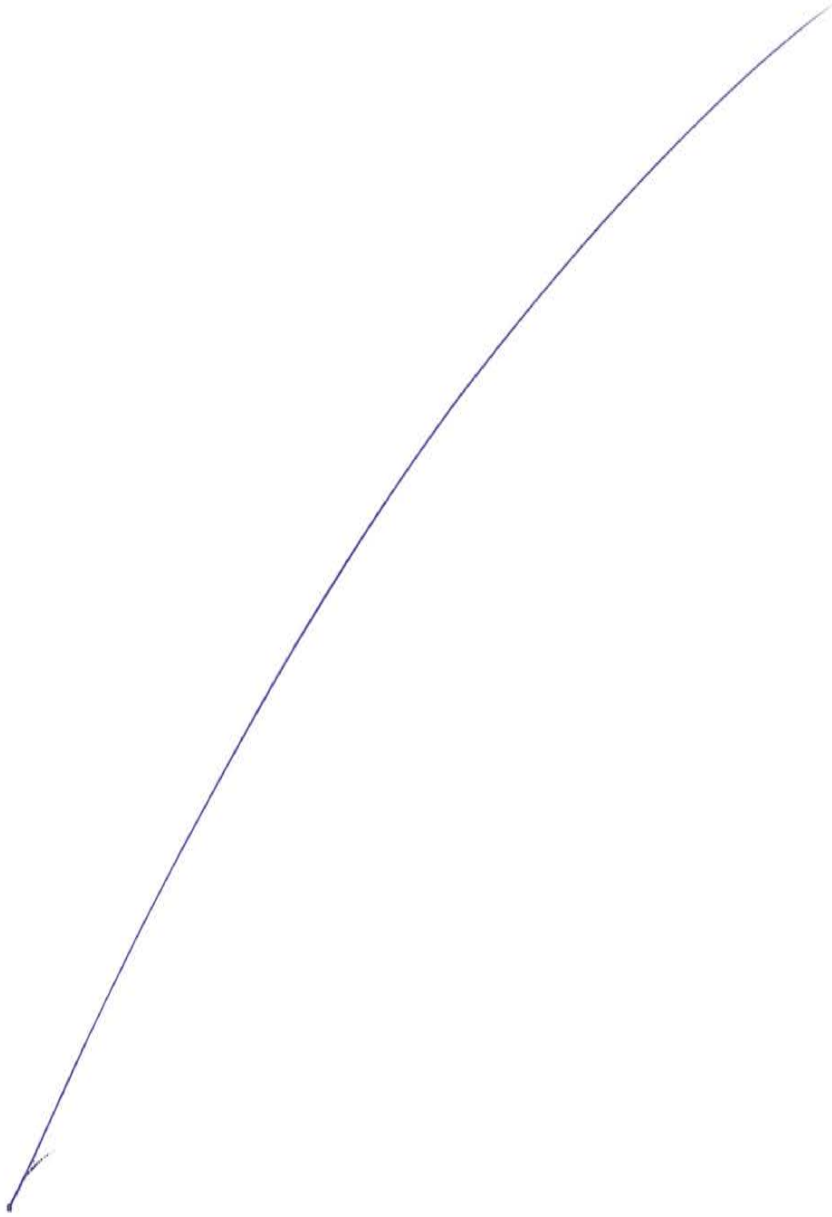
- ① 회사의 이사는 3명 이상 12명 이내로 하되, 법령이 정하는 바에 따라 주주총회에서 선임한다.
- ② 이사 중 사외이사는 이사 총수의 과반수로 하되, 3명 이상으로 한다.
- ③ 2인 이상의 이사를 선임하는 경우에도 상법 제382조의 2에서 규정하는 집중투표제를 적용하지 아니한다.

제 28 조 (임 기)

- ① 이사의 임기는 3년으로 한다.
- ② 이사의 임기가 재임중 최종결산기에 관한 정기주주총회의 종결전에 만료한 때에는 그 총회의 종결에 이르기까지 그 임기를 연장한다.



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제28조의2 (책임감경)

- ① 회사는 이사의 상법 제399조에 따른 책임을 이사가 그 행위를 한 날 이전 최근 1년간의 보수액(상여금과 주식매수선택권의 행사로 인한 이익 등을 포함한다)의 6배(사외이사의 경우는 3배)를 초과하는 금액에 대하여 면제한다.
- ② 이사가 고의 또는 중대한 과실로 손해를 발생시킨 경우와 이사가 상법 제397조(경업금지), 제397조의2(회사기회유용금지), 제398조(자기거래금지)에 해당하는 경우에는 전항의 규정을 적용하지 아니한다.

제 29조 (보 선)

- ① 이사 중 결원이 생긴 때에는 임시주주총회를 소집하여 보결선임한다. 그러나 법정 정원수가 되고, 또한 업무집행상 지장이 없을 때는 보결선임을 보류 또는 다음 정기 주주총회시까지 연기할 수 있다.
- ② 사외이사가 사임, 사망 등의 사유로 인하여 정관 제27조에서 정하는 원수를 결한 경우에는 그 사유가 발생한 후 최초로 소집되는 주주총회에서 그 요건에 충족되도록 하여야 한다.

제 30 조 (보수)

- ① 이사의 보수는 주주총회에서 결정한다.
- ② 임원의 퇴직금은 주주총회에서 정하는 임원퇴직금 지급규정에 의한다.

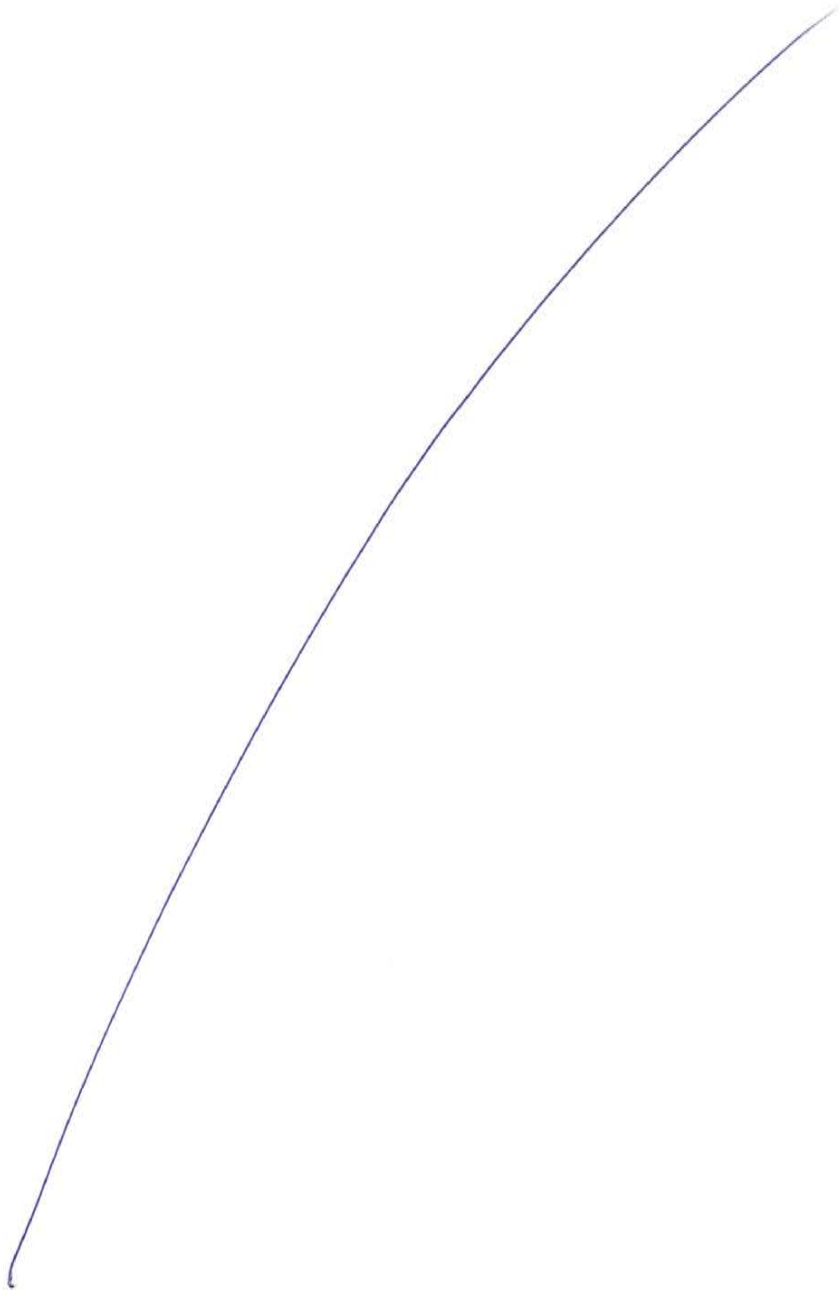


제 31 조 (이사회)

- ① 회사의 이사회는 이사 전원으로 구성하고, 회사 업무집행에 관한 중요사항을 결의하며, 이사의 직무집행을 감독한다.
- ② 이사회의 의장은 이사회장이 된다. 이사회장은 이사회에서 선임하며, 이사회장의 유고시에는 이사회에서 미리 지명한 이사의 순으로 그 직무를 대행한다.
- ③ 이사회는 이사회장 또는 이사회장으로부터 위임받은 이사가 각 이사에게 통지하여 소집한다.
- ④ 제4항의 소집권자로 지정되지 않은 다른 이사는 소집권자인 이사에게 이사회 소집을 요구할 수 있으며, 소집권자인 이사가 정당한 이유없이 이사회 소집을 거절하는 경우에는 다른 이사가 이사회를 소집할 수 있다.
- ⑤ 이사회를 소집함에는 회일을 정하고 그 3일 전에 각 이사에게 통지하여야 한다. 그러나 이사 전원의 동의가 있을 때에는 전항의 규정을 적용할 수 있다.



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- ⑥ 이사회 결의는 법령에 다른 정함이 있는 경우 외에는 이사 과반수의 출석과 출석 이사의 과반수로 한다.
- ⑦ 이사회 의사에 관하여는 의사록을 작성하고 의사록에는 의사의 안건, 경과요령, 그 결과 반대하는 이사와 그 반대이유를 기재하고 출석한 이사가 기명날인 또는 서명하여 회사에 비치하여야 한다.
- ⑧ 이사회는 다음 각 호의 권한을 갖는다.
 1. 중요한 자산의 처분 및 양도, 대규모 재산의 차입, 지배인의 선임 또는 해임과 지점의 설치·이전 또는 폐지 등 회사의 업무집행은 이사회 결의로 한다.
 2. 이사는 대표이사로 하여금 다른 이사 또는 피용자의 업무에 관하여 이사회에 보고할 것을 요구할 수 있다.
 3. 이사는 중요한 경영사항 등 업무의 집행상황을 이사회에 보고하여야 한다.
 4. 제3호의 중요한 경영사항 및 기타 업무집행상 필요한 사항은 이사회 운영규정에 따른다.

제 32조 (위원회)

- ① 회사는 이사회 내에 다음 각호의 위원회를 둔다.
 1. 감사위원회
 2. 사외이사후보추천위원회
- ② 각 위원회의 구성, 권한, 운영 등에 관한 세부사항은 이사회 결의로 정한다.
- ③ 위원회에 대해서는 제 31조의 규정을 준용한다.

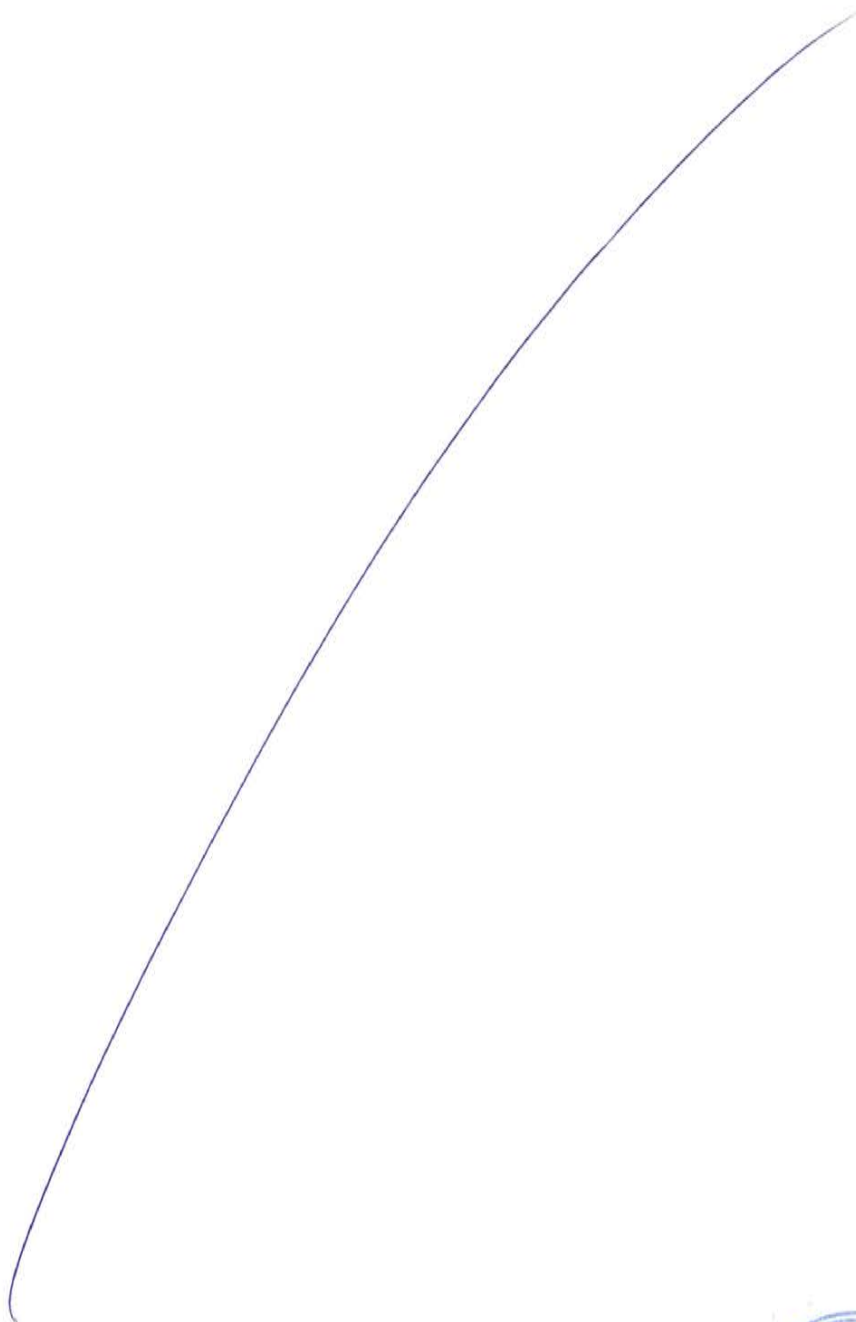
제 33 조 (대표이사 등)

- ① 당 회사는 이사회 결의로 이사중에서 회장 1인과 대표이사 약간 명을 선임할 수 있다.
- ② 당 회사는 업무상 필요에 따라 고문, 부회장, 사장, 부사장, 전무, 상무 약간 명을 선임할 수 있다.
- ③ 대표이사는 회사를 대표하고 업무를 총괄한다. 그러나 대표이사가 수명일 때에는 각자 회사를 대표한다.
- ④ 대표이사 유고시에는 이사회에서 미리 지명한 순으로 그 직무를 대행한다.



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제 34조 (이사의 보고의무)

- ① 이사는 회사에 현저하게 손해를 미칠 염려가 있는 사실을 발견한 때에는 즉시 감사위원회에 이를 보고하여야 한다.
- ② 이사는 재임 중 뿐만아니라 퇴임 후에도 직무상 알게 된 회사의 영업상 비밀을 누설 하여서는 아니된다.

제 35 조 (고 문)

회사는 이사회 결의로 고문 약간 명을 추대할 수 있다.

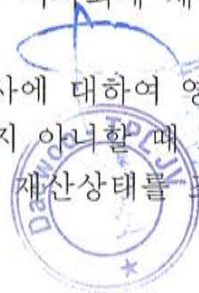
제 6 장 감사위원회

제 36 조 (감사위원회의 구성)

- ① 회사의 감사에 갈음하여 제32조의 규정에 의한 감사위원회를 둔다.
- ② 감사위원회는 3인 이상의 이사로 구성한다.
- ③ 위원의 3분의 2 이상은 사외이사이어야 하고, 사외이사 아닌 위원은 상법 제 542조의 10 제2항의 요건을 갖추어야 한다.
- ④ 사외이사가 아닌 감사위원회 위원의 선임에는 의결권을 행사할 최대주주와 그 특수관계인, 최대주주 또는 그 특수관계인의 계산으로 주식을 보유하는 자, 최대주주 또는 그 특수관계인에게 의결권을 위임하는 자가 소유하는 의결권 있는 주식의 합계가 의결권 있는 발행 주식총수의 100분의 3을 초과하는 경우 그 주주는 그 초과하는 주식에 관하여 의결권을 행사하지 못한다.
- ⑤ 감사위원회는 그 결의로 위원회를 대표할 이사를 선정하여야 한다. 이 경우 위원장은 사외이사 이어야 한다.

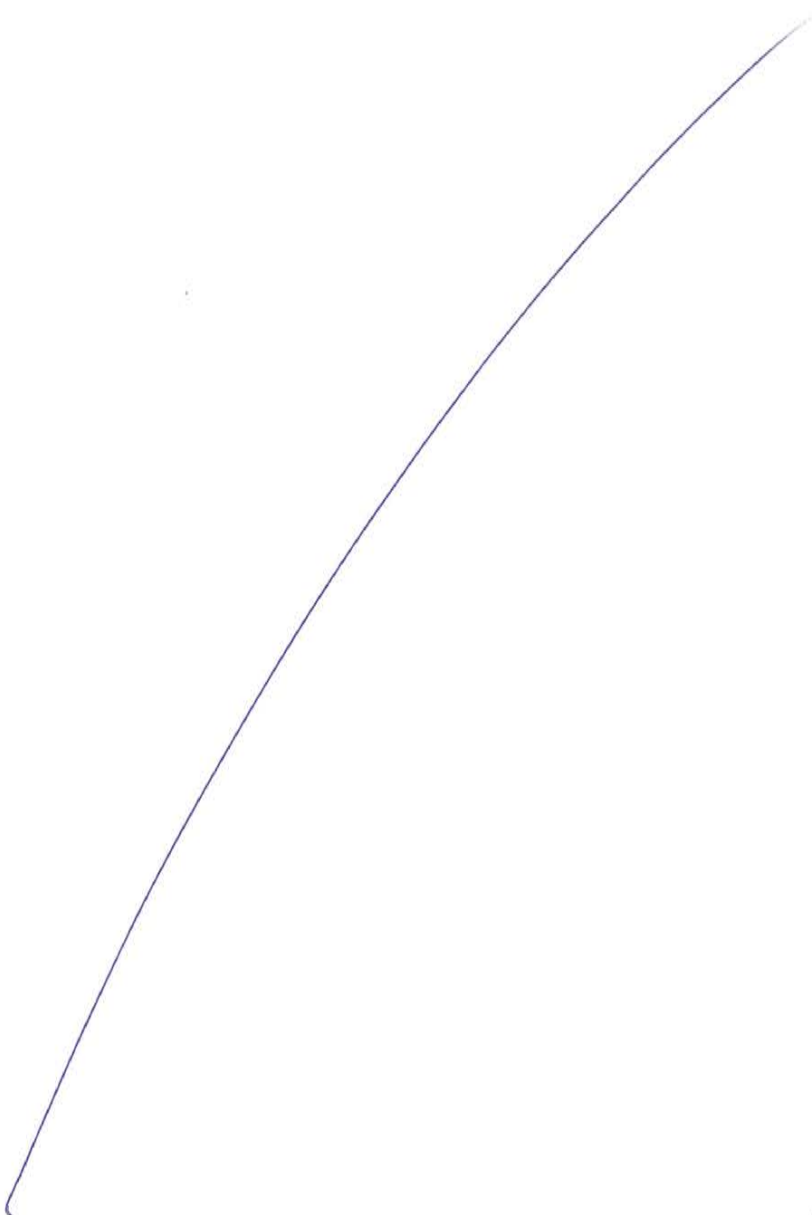
제 37 조 (감사위원회의 직무)

- ① 감사위원회는 회사의 회계와 업무를 감사한다.
- ② 감사위원회는 회의의 목적사항과 소집의 이유를 기재한 서면을 이사회에 제출하여 임시총회의 소집을 청구할 수 있다.
- ③ 감사위원회는 그 직무를 수행하기 위하여 필요한 때에는 자회사에 대하여 영영의 보고를 요구할 수 있다. 이 경우 자회사가 자체없이 보고를 하지 아니할 때 또는 그 보고의 내용을 확인할 필요가 있는 때에는 자회사의 업무와 재산상태를 조사할 수 있다.



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- ④ 감사위원회는 외부감사인 선임에 있어 이를 승인한다
- ⑤ 감사위원회는 제1항 내지 제4항 외에 이사회가 위임한 사항을 처리한다.

제 37조의2 (외부감사인 선임)

회사는 주식회사의 외부감사에 관한 법률의 규정에 의한 감사위원회의 승인을 얻어 외부감사인을 선임하며 선임 후 최초로 소집되는 정기주주총회에 그 사실을 보고 한다. 단, 회사는 정기주주총회에 보고하는 대신 외부감사인 선임사실을 주주에게 서면 또는 전자문서로 통지하거나, 회사의 인터넷 홈페이지(www.daewooenc.co.kr)에 공고 할 수 있다. 이때 공고기간은 감사대상 사업연도 종료일까지로 한다.

제37조의3 (책임감정)

감사위원의 책임에 대하여는 이 정관 제28의2의 규정을 준용한다.

제 38조 (감사록)

감사위원회는 감사에 관하여 감사록을 작성하여야 하며, 감사록에는 감사의 실시요령 과 그 결과를 기재하고 감사를 실시한 감사위원회 위원이 기명날인 또는 서명하여야 한다.

제 7 장 계 산

제 39 조 (사업년도)

회사의 영업년도는 매년 1월 1일부터 동년 12월 31일까지로 하며, 매기 말에 결산한다.

제 40 조 (재무제표 등의 작성·비치)

① 대표이사는 정기주주총회 회일의 6주간 전에 다음 각 호의 서류와 그 부속명세서 및 영업보고서를 작성하여 감사위원회의 감사를 받아야 하며 다음 각 호의 서류와 영업보고서를 정기 주주총회에 제출하여야 한다.

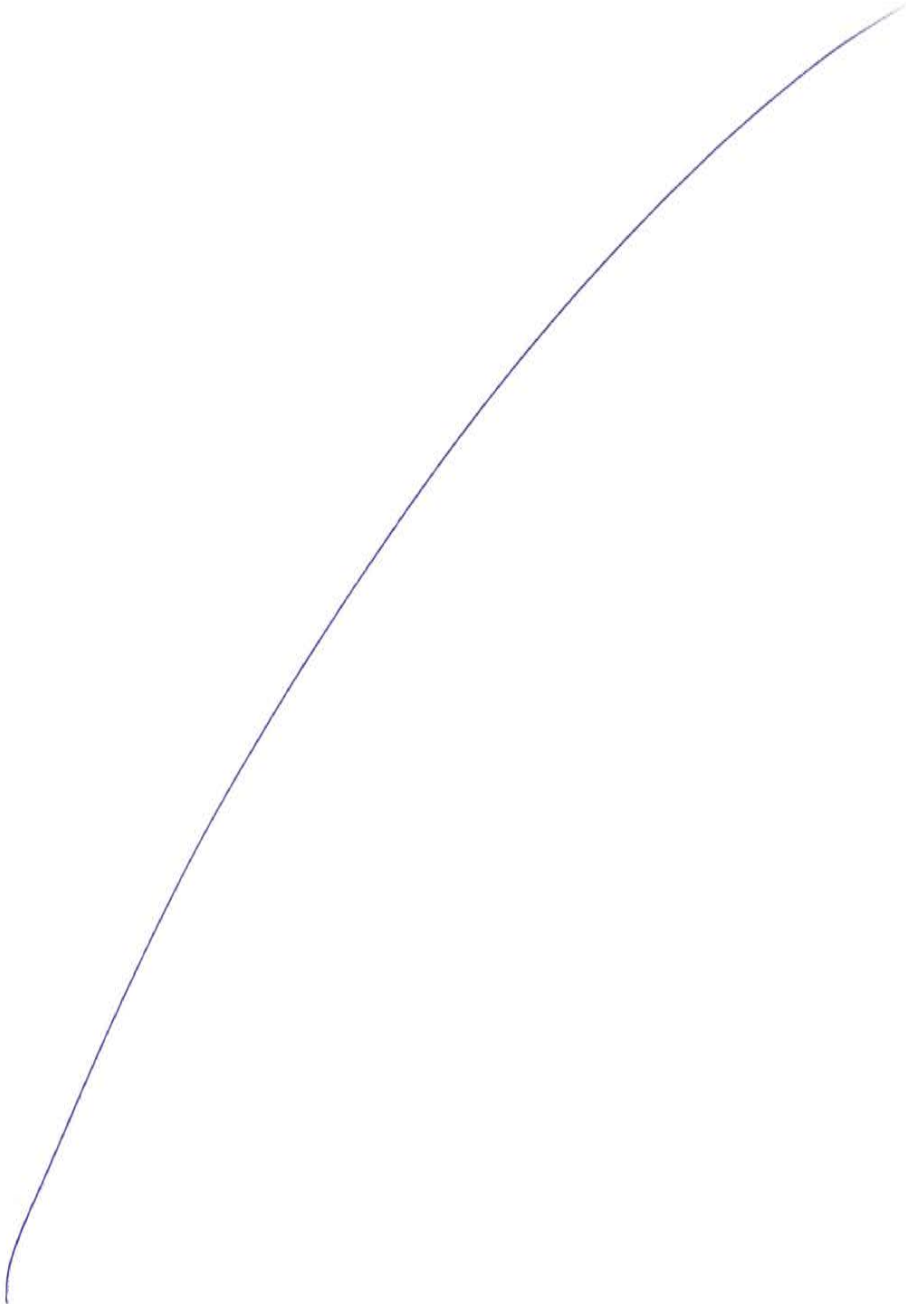
1. 대차대조표
2. 손익계산서
3. 그 밖에 회사의 재무상태와

는 것으로서 상법 시행령에서 정 하는 서류



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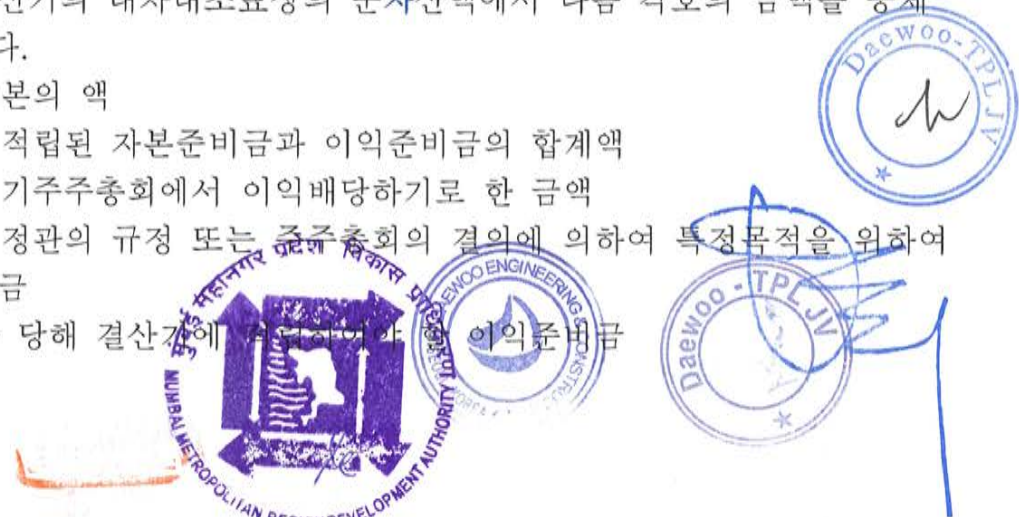
- ② 감사위원회는 제1항의 서류를 받은 후 정기주주총회 회의일의 1주전까지 감사보고서를 이사에게 제출하여야 한다.
- ③ 대표이사는 제1항의 각 서류를 정기주주총회에 제출하여 승인을 받아야 한다.
- ④ 제3항에도 불구하고 회사는 제1항의 각 서류가 법령 및 정관에 따라 회사의 재무상태 및 경영성과를 적정하게 표시하고 있다는 외부감사인의 의견이 있고, 감사위원 전원의 동의가 있는 경우 제1항의 각 서류를 이사회 결의로 승인할 수 있다.
- ⑤ 제4항에 따라 승인받은 각 서류의 내용은 주주총회에 보고하여야 한다.
- ⑥ 대표이사는 제1항 각호의 서류를 영업보고서 및 감사보고서와 함께 정기주주총회 회의일의 1주간 전부터 본점에 5년간 그 등본을 지점에 3년간 비치하여야 한다.
- ⑦ 회사는 제3항 및 제4항에 따른 승인을 얻은 때에는 지체 없이 대차대조표와 외부감사인의 감사 의견을 공고해야 한다.

제 41 조 (이익배당)

- ① 이익의 배당은 금전과 주식으로 할 수 있다.
- ② 제1항의 배당은 매결산기 말일 현재의 주주명부에 등재되어 있는 주주 또는 등록된 질권자에게 지급한다.
- ③ 이익의 배당을 주식으로 하는 경우 회사가 수종의 주식을 발행한 때에는 주주총회의 결의로 그와 다른 주식으로도 할 수 있다.

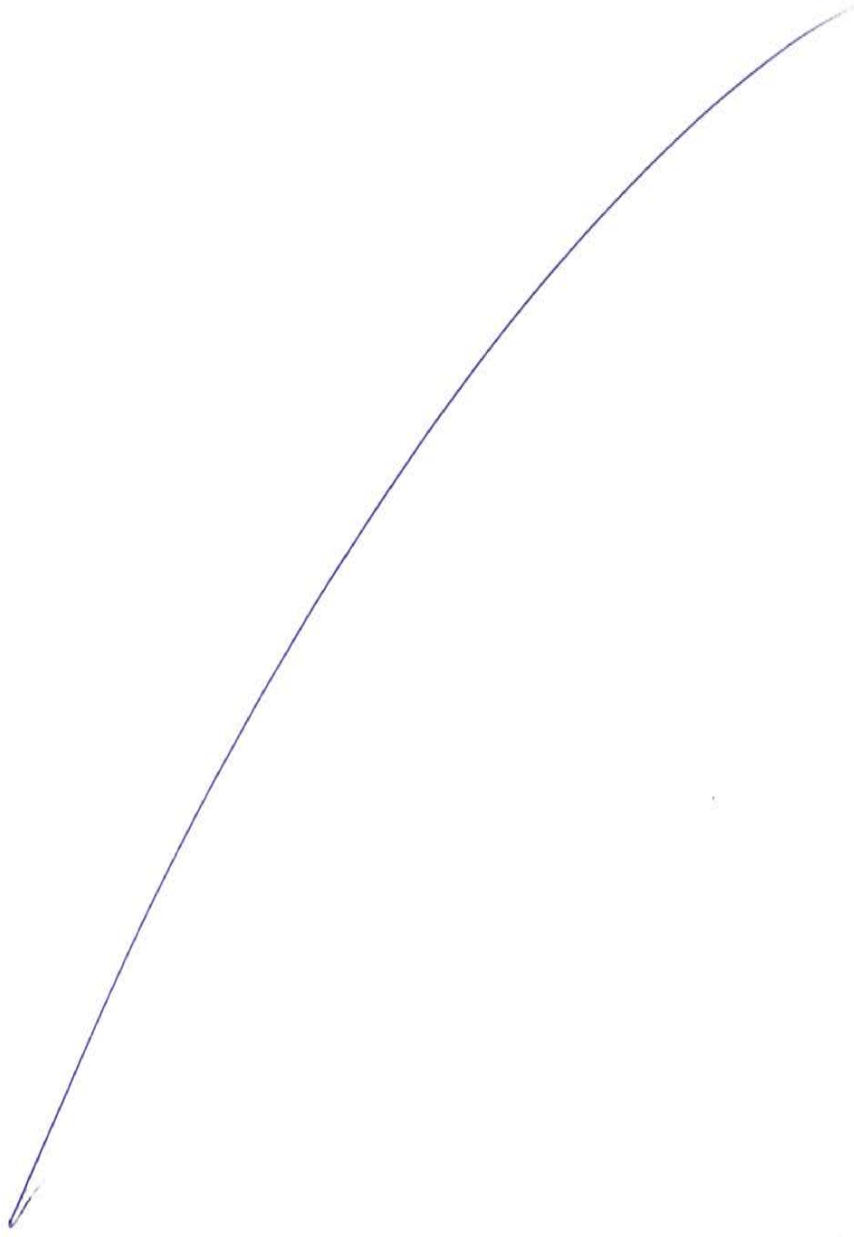
제 41조의 2 (중간배당)

- ① 당 회사는 사업년도 중 1회에 한하여 일정한 날을 정하여 그 날의 주주에게 상법 제462조의3에 의한 중간배당을 할 수 있다. 중간배당은 금전으로 한다.
- ② 제1항의 중간배당은 이사회 결의로 하되, 그 결의는 제1항의 기준일 이후 45일 내에 하여야 한다.
- ③ 중간배당은 직전결산기의 대차대조표상의 순자산액에서 다음 각호의 금액을 공제한 액을 한도로 한다.
 1. 직전결산기의 자본의 액
 2. 직전결산기까지 적립된 자본준비금과 이익준비금의 합계액
 3. 직전결산기의 정기주주총회에서 이익배당하기로 한 금액
 4. 직전결산기까지 정관의 규정 또는 주주총회의 결의에 의하여 특정목적을 위하여 적립한 임의준비금
 5. 중간배당에 따라 당해 결산기에 지급하여야 하는 이익준비금



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④ 사업년도 개시일 이후 제1항의 기준일 이전에 신주를 발행한 경우(준비금의 자본 전입, 주식배당, 전환사채의 전환청구, 신주인수권부사채의 신주인수권 행사의 경우를 포함한다)에는 중간배당에 관해서는 당해 신주는 직전 사업년도말 발행된 것으로 본다.

⑤ 중간배당을 할 때에는 제8조의 우선주식에 대하여도 보통주식과 동일한 배당률을 적용한다.

제 41조의 3 (주식의 소각)

- ① 회사는 이사회결의로 주주에게 배당할 이익으로 주식을 소각할 수 있다.
- ② 제1항의 규정에 의하여 주식을 소각하고자 하는 경우 이사회는 다음 각호의 사항을 결의하여야 한다.
 - 1. 소각할 주식의 종류와 총수
 - 2. 소각하기 위하여 취득할 주식가액의 총액
 - 3. 주식을 취득하고자 하는 기간. 이 경우 그 기간은 이사회결의 후 최초로 도래하는 정기주주총회일 이전이어야 한다.
- ③ 제1항의 규정에 의하여 주식을 소각할 목적으로 자기의 주식을 취득하는 경우에는 다음 각 호의 기준에 의한다.
 - 1. 자본시장과 금융투자업에 관한 법률 제 165조의 2 제 2항 제 1호 또는 제 2호의 방법에 의할 것. 이 경우 자본시장과 금융투자업에 관한 법률 제 165조의 2 제 2항 제 1호의 방법에 의한 때에는 그 취득기간과 방법에 대하여 동법 시행령이 정하는 기준에 적합하여야 한다.
 - 2. 소각을 위하여 취득할 금액이 당해 사업년도말 상법 제462조 제1항의 규정에 의한 이익배당을 할 수 있는 한도 안에서 자본시장과 금융투자업에 관한 법률 시행령이 정하는 금액이하일 것
- ④ 제1항의 규정에 의하여 주식을 소각한 때에는 그 소각의 결의 후 최초로 도래하는 정기 주주총회에 제2항 각호의 사항과 주식을 소각한 뜻을 보고하여야 한다.

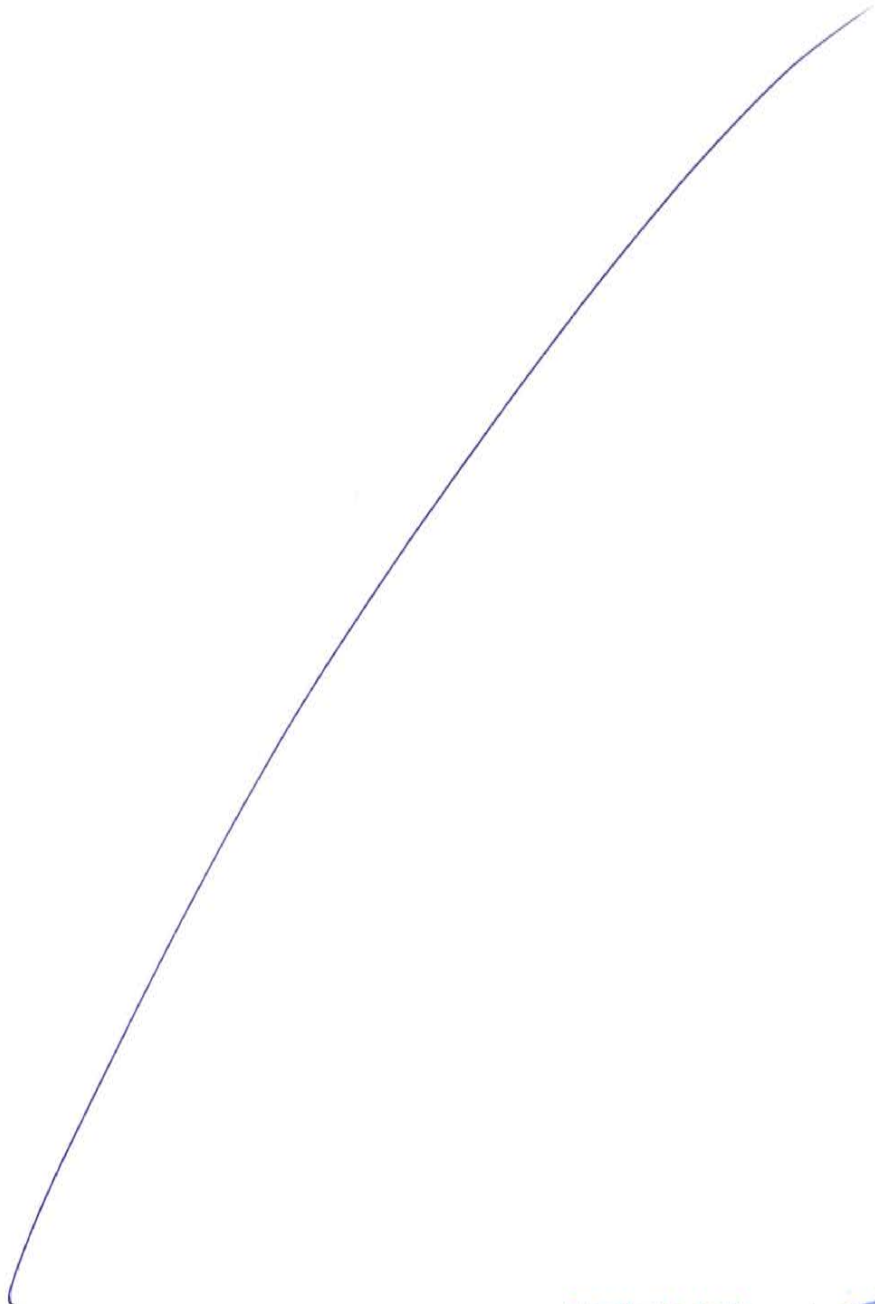
제 42 조 (배당금 지급청구권의 소멸시효)

- ① 배당금의 지급청구권은 5년간 이를 행사하지 아니하면 소멸시효가 완성한다.
- ② 제1항의 시효의 완성으로 인한 배당금의 회수에 관하여는 계속한다.



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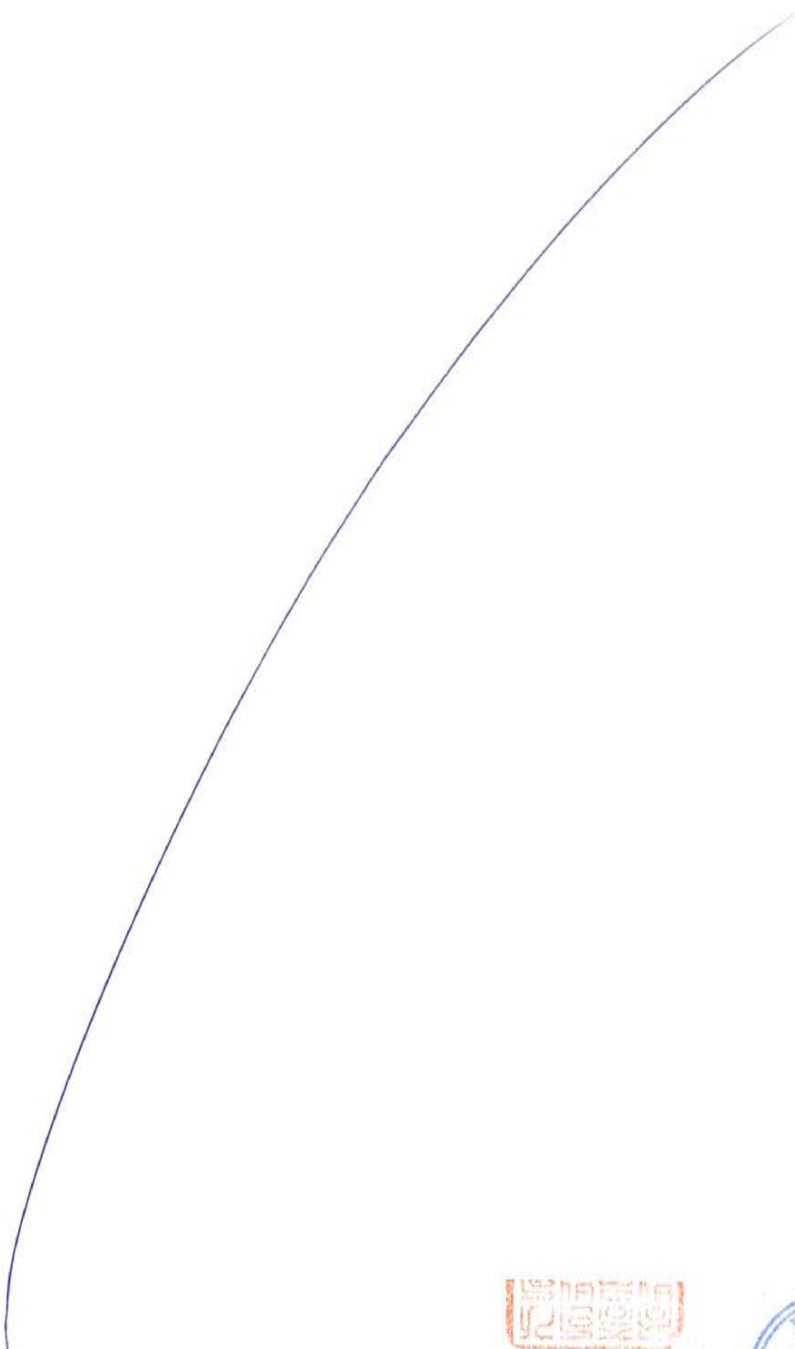
제 43 조 (준칙규정)

이 회사의 정관에 규정되지 않은 사항은 주주총회의 결의와 상법 및 기타 법령이 정하는 바에 따른다. 단, 본 정관에서 인용하는 법령이 변경 또는 폐지되고 관계법령에서 그에 해당하는 규정이 있을 때에는 그 관계법령의 해당 규정을 인용한 것으로 본다.



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			페이지	20 / 20

부 칙

이 정관은 2000년 12월 27일부터 시행한다.

부 칙

이 정관은 2001년 3월 24일부터 시행한다. 다만, 제12조 제1항, 제36조, 제41조의2의 개정규정은 개정 증권거래법 시행일로부터 그리고 제37조, 제37조의2의 개정규정은 주식회사의 외부감사에 관한 법률의 시행일로부터 시행한다.

부 칙

이 정관은 2002년 3월 27일부터 시행한다.

부 칙

이 정관은 2004년 3월 12일부터 시행한다.

부 칙

이 정관은 2006년 12월 22일부터 시행한다.

부 칙

이 정관은 2007년 3월 16일부터 시행한다.

부 칙

이 정관은 2008년 3월 14일부터 시행한다.

부 칙

이 정관은 2009년 3월 27일부터 시행한다.



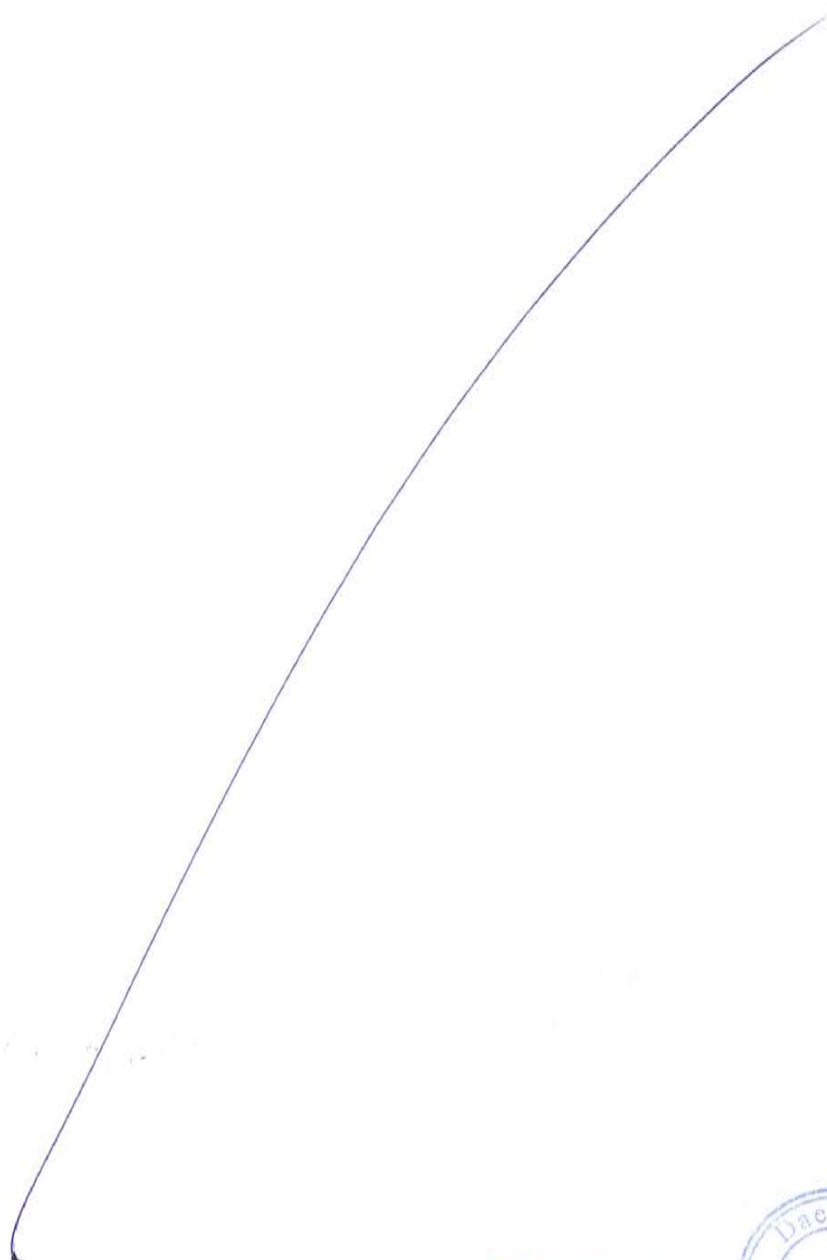
부 칙

이 정관은 2012년 3월 23일부터 시행한다. 다만, 제28조의2, 제37조의3, 제40조 제4항, 제5항의 개정규정은 개정상법 시행일로부터 시행한다.



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

공증 인가 **법무법인 대 종**

[제43호서식]

등부 2017년 제 3108호

Registered No. 2017 - 3108

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인 증

Notarial Certificate

위 진술서

Yo-Han LEE

에 기재된 주식회사 대우건설
대표이사 박창민
대리인 이요한

의
은

attorney-in-fact of

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

본 공증인의 면전에서 위 본인이
기명날인한 것임을 자인하였다.

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

DECLARATION

2017년 7월 10일 이 사무소에서
위 인증한다.

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

공증 인가 **법무법인 대 종**

DAE JONG LEGAL CORPORATION

소속 서울중앙지방검찰청

Seoul Central District Prosecutors'
Office

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

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

공증담당변호사

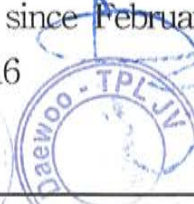
오창삼 인


Lawyer in charge

CHANG SAM AN
Chang Sam An

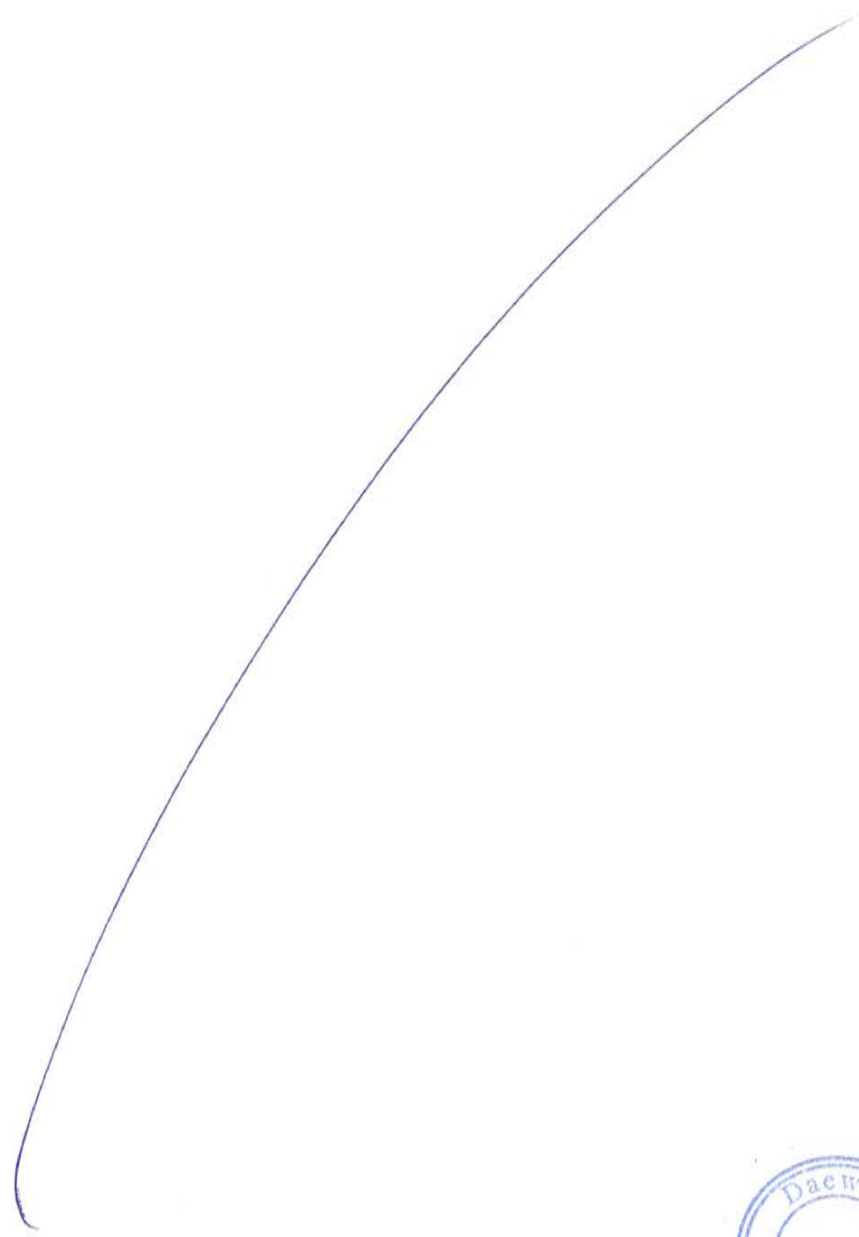
본 사무소는 법률 제 9416호에 의거하여
2015년 02월 07일 법무부 장관으로부터 공
증인 업무를 행할 것을 인가 받았다.

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



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ATTACHMENT: CERTIFICATE OF BUSINESS REGISTRATION

– DAEWOO E & C

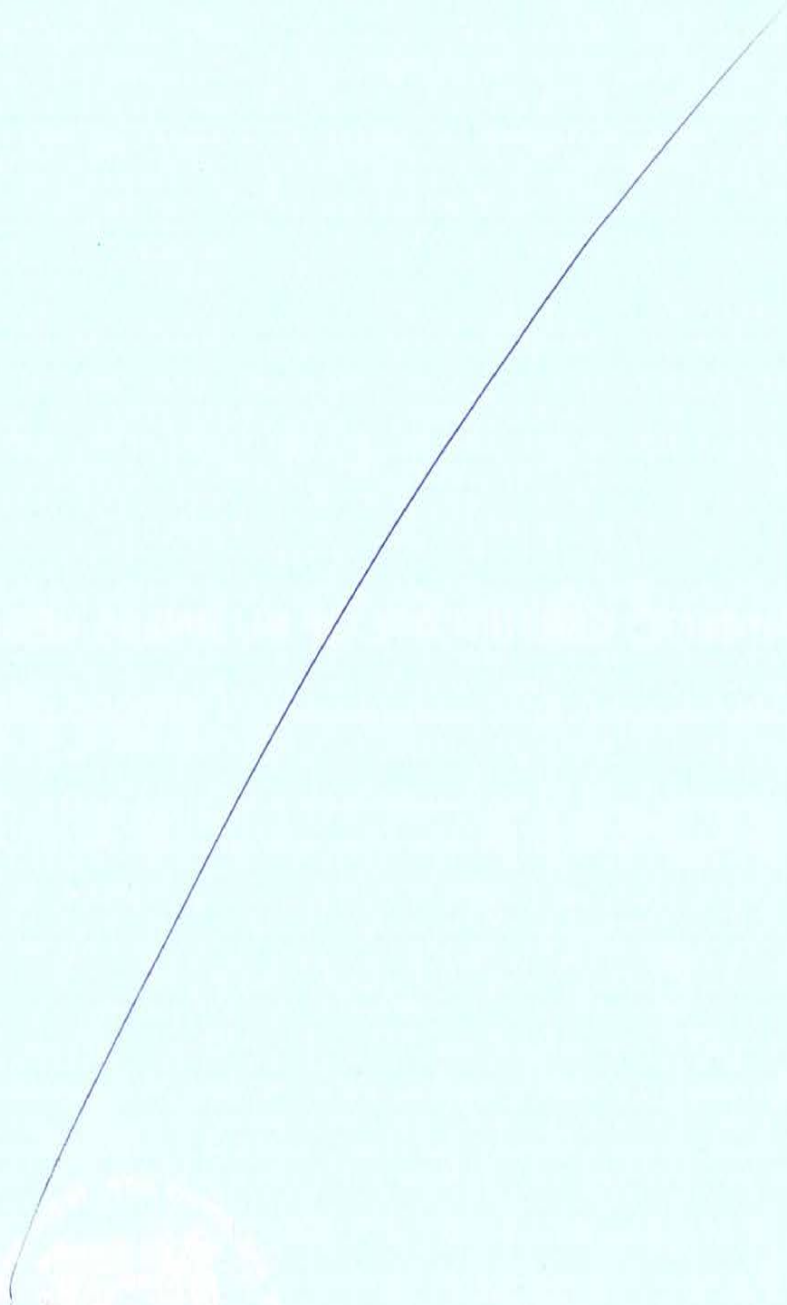


Mumbai Metropolitan
Region Development
Authority

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

001...

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

[제41호서식]

공증
인가 **법무법인 대 중**

Registered No. 2017 - 3102

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NOTARIAL CERTIFICATE



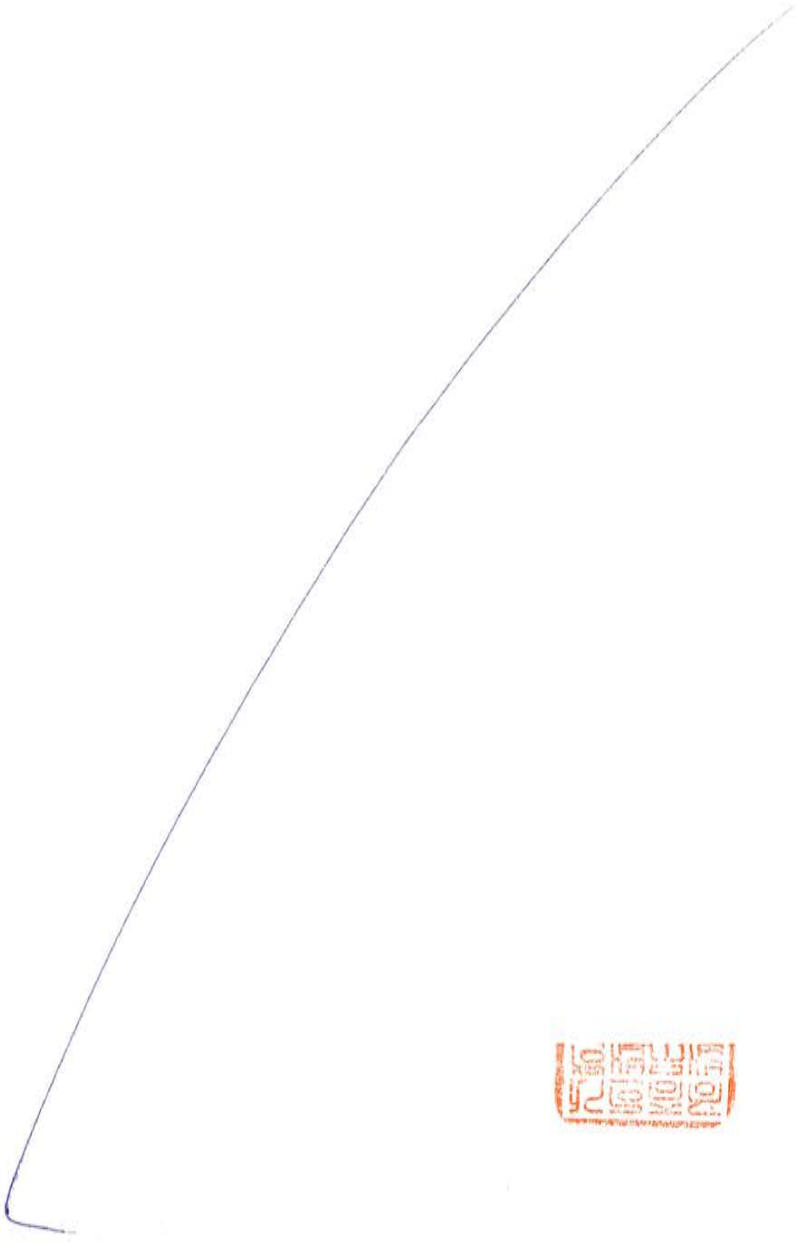
DAE JONG LEGAL CORPORATION
#303, 13, Saemun-ro 5-gil, Jongno-gu,
Seoul, Korea



210mm×297mm(비손용지(1종) 70g/m²)

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DECLARATION

I, the undersigned, Chang-Min PARK, as President and Chief Executive Officer of Daewoo Engineering & Construction Co., Ltd., hereby solemnly and sincerely declare

1. That the attached document(s):

Certificate of Business Registration

2.

is (are) true and correct.

is (are) true translation for the text(s) originally written in the Korean language conscientious believing the same to be true and correct.

Signature

C.M PARK

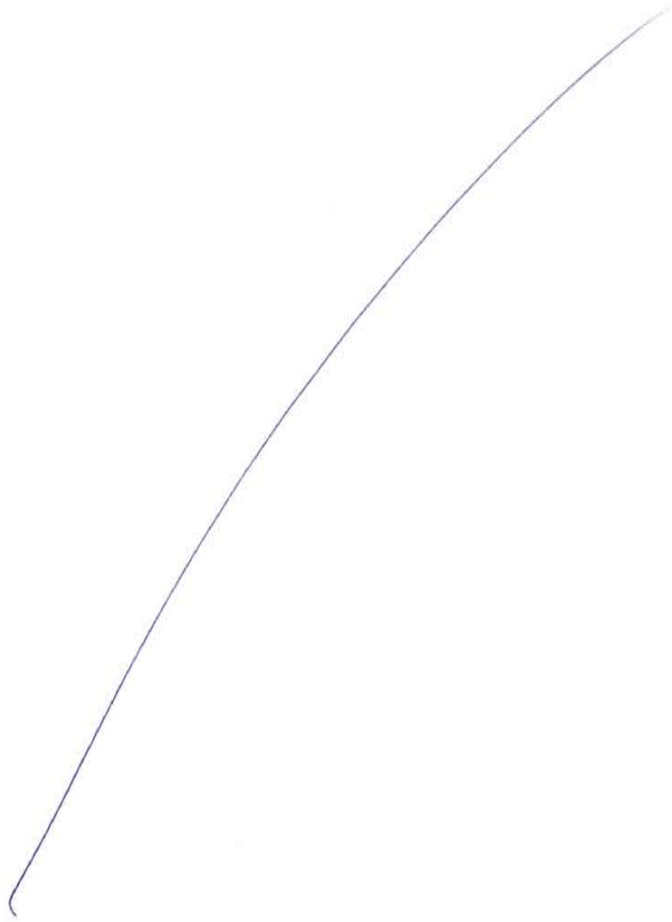


Chang-Min PARK
President & CEO
Daewoo E&C Co., Ltd.



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С.М. ПАВЛОВ





(1 / 1)

발급번호 Issuance number	사업자등록증명 Certificate of Business Registration (법인사업자) (Corporate Taxpayer)		처리기간 Processing period
7203-840-2611-562			즉시 Immediately
상호(법인명) Name of company	(주) 대우건설 Daewoo Engineering & Construction Co.,Ltd.		112 
사업자등록번호 Business registration number	104-81-58180		
성명(대표자) Name of representative	박창민 Chang Min Park		
주민(법인)등록번호 Resident(Corporation) registration number	110111-2137895		
사업장소재지 Business Address	서울특별시 종로구 새문안로 75(신문로1가) 75, Saemunan-ro, Jongno-gu, Seoul		
개업일 Date of business commencement	2000년(Year) 12월(Month) 27일(Day)		
사업자등록일 Date of business registration	2000년(Year) 11월(Month) 16일(Day)		
업태 Business type	건설업/임업관련서비스 Construction/Agriculture, forestry and fishing		
종목 Business item	일반건축공사 Architectural, Civil & Plant Construction, Consulting & Engineering 임업서비스 Forestry and Logging Related Services		
공동사업자 Joint business owner	성명(법인명) Name(Name of company)	주민(사업자)등록번호 Resident(Business) registration no.	
	해당사항 없습니다 (No Data)		
위와 같이 증명합니다. I certify that above infomation is true and correct to the best of my knowledge and belief. ※ 위 내용은 발급일 현재 상황으로서 추후 변경될 수 있습니다. The information is true as of the issue date of this certificate and it can be subject to change.			
접수번호 Receipt No.	500766393659	2017년 7월 10일 Year Month Day	 종로세무서장 (인) Head of Jongno District Tax Office
담당부서 Department	민원봉사실 Taxpayer Service Center		
담당자 Staff in Charge	김소희 Kim So-hee		
연락처 Telephone No.	02-760-9426		

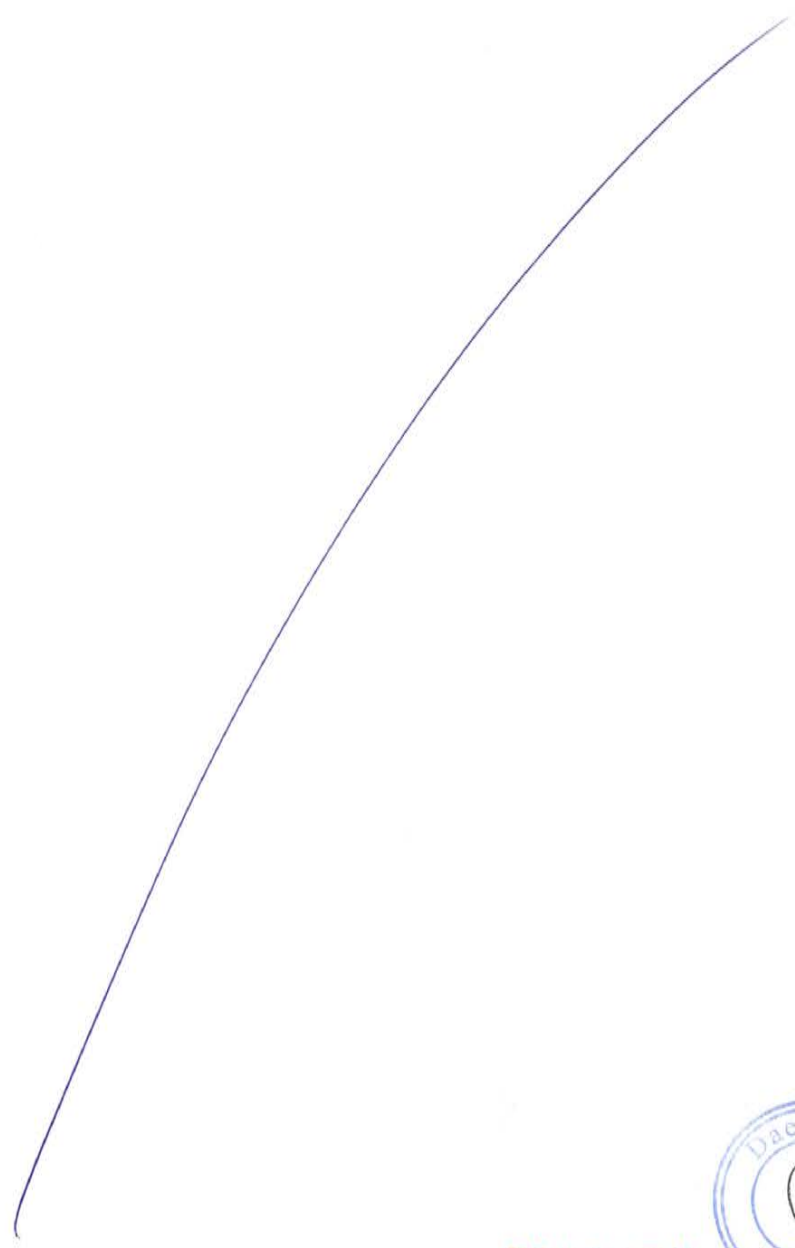


* 본 증명은 국세청 홈택스(www.hometax.go.kr)에서 「민원증명 원본확인」 메뉴를 통해 본인인증번호로 위·변조 여부를 확인하거나, 문서 하단의 바코드로 확인해 주십시오. 다만 문서발급번호를 통한 확인은 발급일로부터 90일까지 가능합니다.
 * 본 증명은 홈택스(www.hometax.go.kr)대민 온라인 서비스를 통해 발급된 전자증명서입니다.



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

공증인가 법무법인 대종

[제43호서식]

등부 2017년 제 3102호

Registered No. 2017 - 3102

인 증

Notarial Certificate

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위 진술서

Yo-Han LEE

에 기재된 주식회사 대우건설 대표이사 박창민 대리인 이요한

의 은

attorney-in-fact of

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

본 공증인의 면전에서 위 본인이 기명날인한 것임을 자인하였다.

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

DECLARATION

2017년 7월 10일 이 사무소에서 위 인증한다.

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

공증인가 법무법인 대종

DAE JONG LEGAL CORPORATION

소속 서울중앙지방검찰청

Seoul Central District Prosecutors' Office

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

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

공증담당변호사

이창삼 인

Lawyer in charge CHANG SAM AN

Chang Sam An

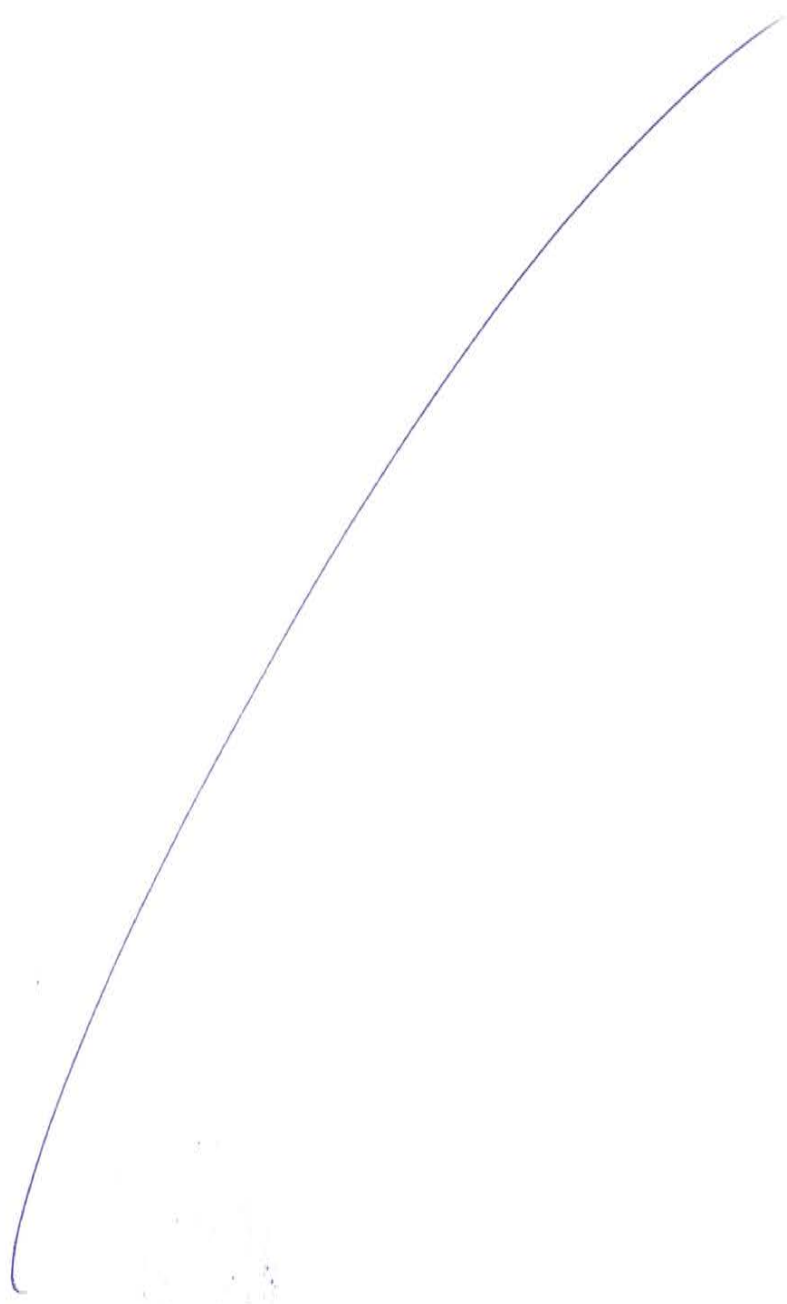
본 사무소는 법률 제 9416호에 의거하여 2015년 02월 07일 법무부 장관으로부터 공증인 업무를 행할 것을 인가 받았다.

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



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**Mumbai Trans Harbour Link Project
Package II**

114
TATA PROJECTS
Simplify.Create
2755

**ATTACHMENT: CERTIFICATE OF ALL MATTER OF CORPORATE REGISTER
- DAEWOO E & C**



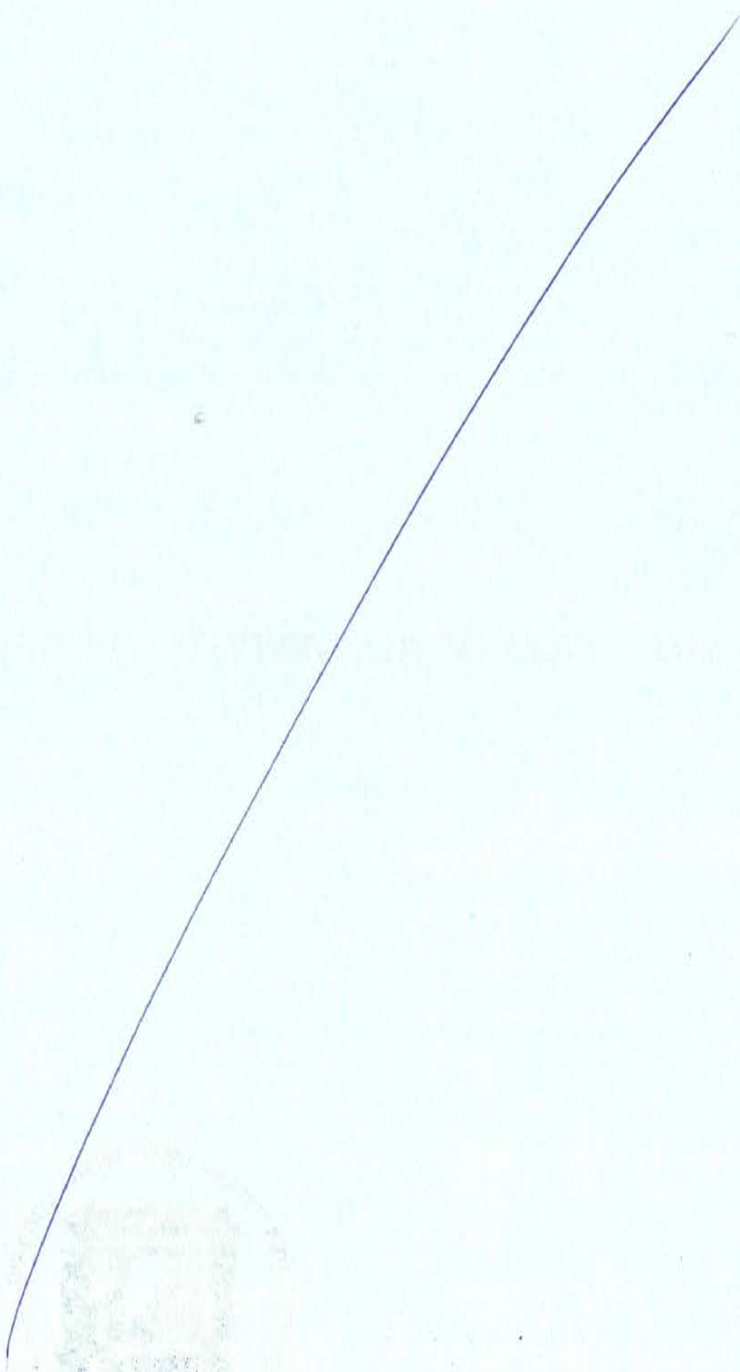
**Mumbai Metropolitan
Region Development
Authority**

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

111

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공증
인가 **법무법인 대 종**

[제41호서식]

Registered No. 2017 - 3104

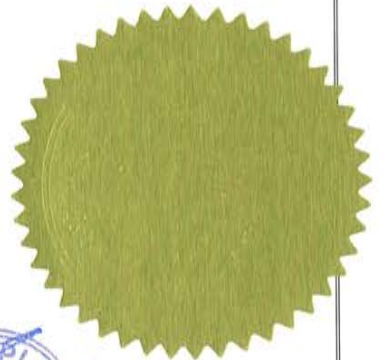
..... 115

NOTARIAL CERTIFICATE



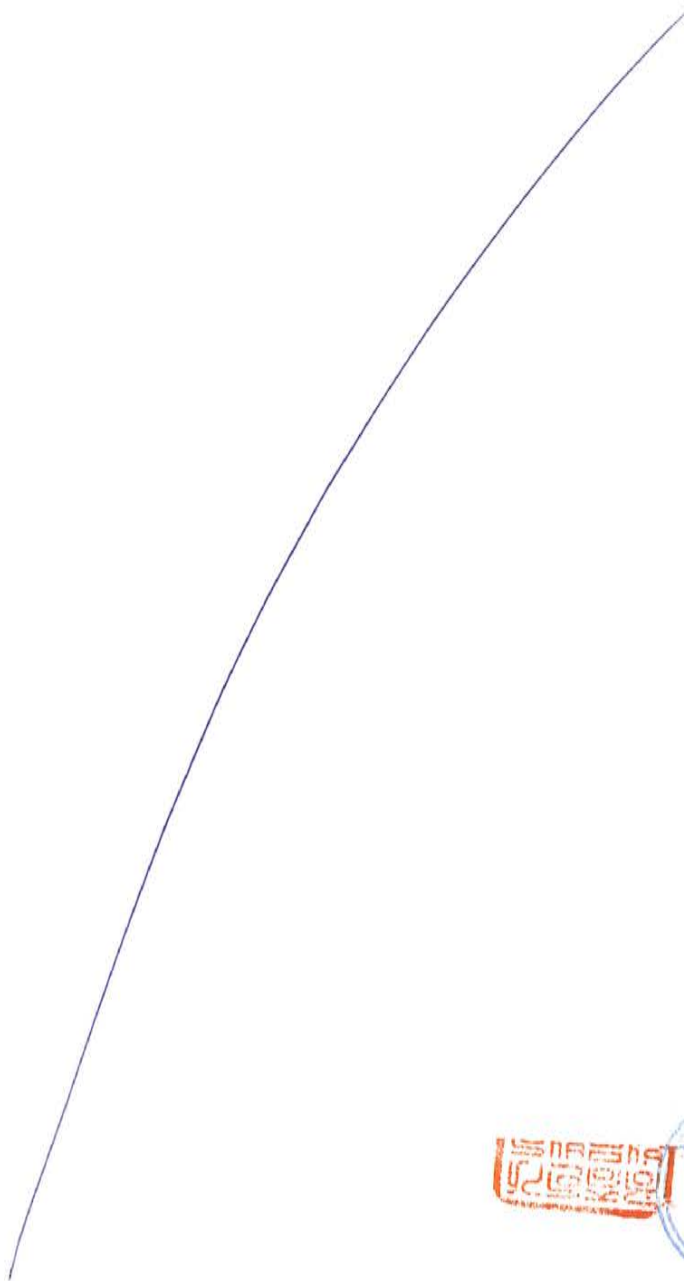
DAE JONG LEGAL CORPORATION

#200, 13, Saemunan-ro 5-gil, Jongno-gu,
Seoul, Korea



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DECLARATION

I, the undersigned, Chang-Min PARK, as President and Chief Executive Officer of Daewoo Engineering & Construction Co., Ltd., hereby solemnly and sincerely declare

1. That the attached document(s):

Certificate of All Matters of Corporate Register

2.

is (are) true and correct.

is (are) true translation for the text(s) originally written in the Korean language conscientious believing the same to be true and correct.

Signature

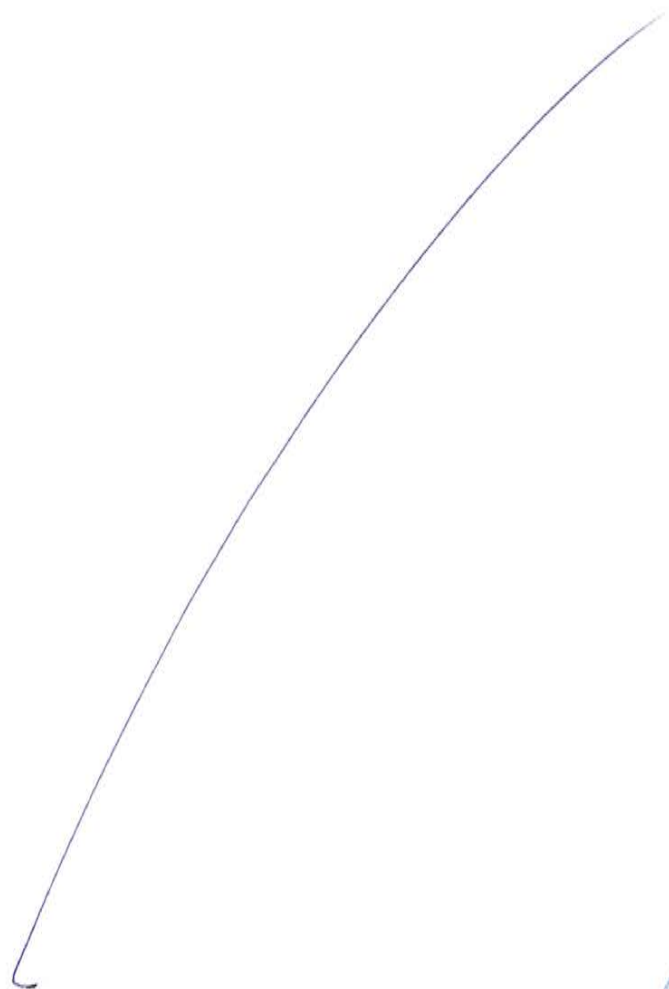
C.M PARK 

Chang-Min PARK
President & CEO
Daewoo E&C Co., Ltd.



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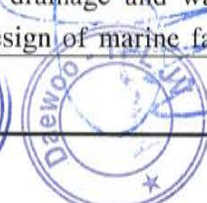
С.М. БАРС



Registry No.	213789	Certificate of All Matters of Corporate Register (Current matters) [for Submission]	
Registration No.	110111-2137895		
Trade Name	Daewoo Engineering & Construction Co., Ltd.	REV.	117
		REG.	
Head Office	75 Saemunan-ro, Jongno-gu, Seoul	2011.10. 31 REV.	
		2013.07. 01 REV.	
Notification	Public notices of the Company shall be given through the Company's homepage(www.daewooenc.co.kr). However, when giving notices through the Company's homepage is impossible due to reasons as computer problems, public notices shall be given in the Dong-A Ilbo and the Hankook Ilbo published daily in Seoul, Korea.	2012.03. 23 REV.	
		2012.03. 23 REV.	
Par value of share	5,000 Korea Won	REV.	
		REG.	
Total number of Shares	700,000,000 shares	2002.03.27 REV.	
		2002.03.29 REG.	
Total number of Issued Shares, Type and Number of Each Share		Revised Date	
		Registered Date	
Total number of Issued Shares	415,622,638 shares	2010.12.29 REV.	
Common Stock	415,622,638 shares	2010.12.29 REG.	
		2,078,113,190,000 won	

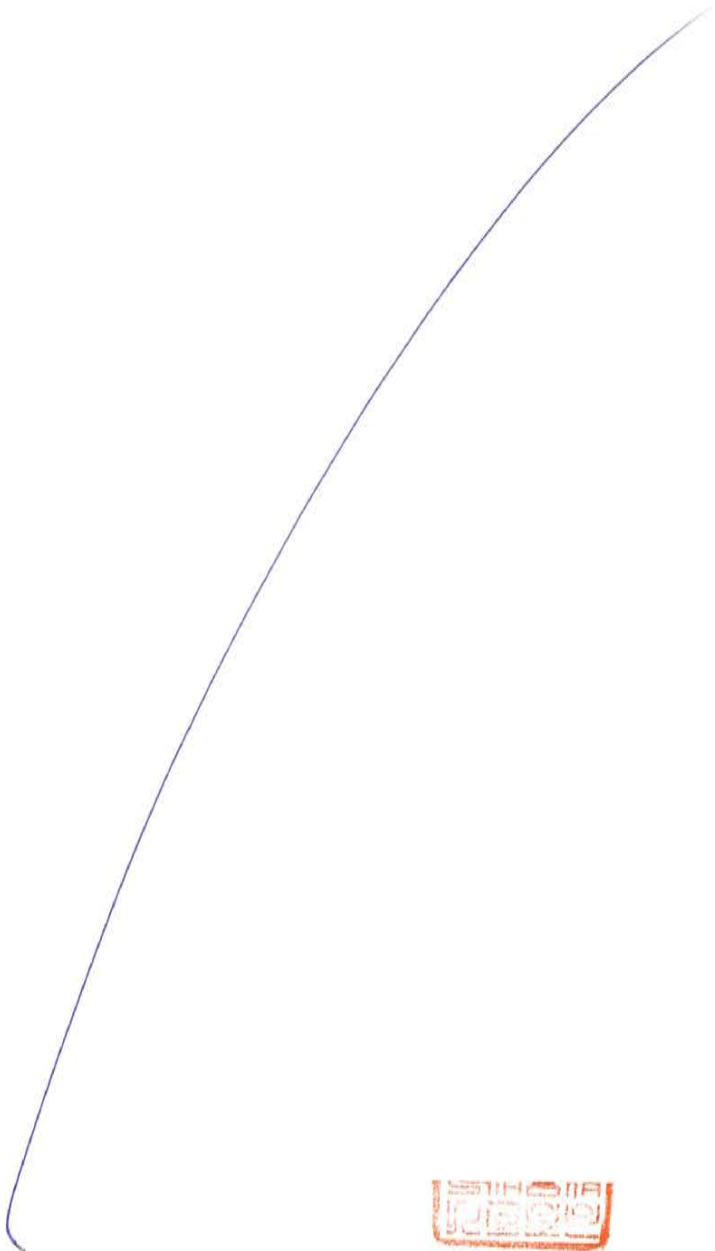
Purpose

1. Export and import, its agency and brokerage
2. Engineering, construction, package, electricity, machinery, landscape architecture, housing construction, steel reinstallation, harbor, dredging, water supply and track installation, fire facilities work, fire facilities design and fire work supervision
<2004.03.12 REV. 2004.03.24 REG.>
3. Information and communication work
4. General foreign construction (construction, engineering, electricity work, electronic communication work and special work)
5. Construction service and military purveyance
6. Land surveying and measurement of engineering, quality test, design, design supervision and general supervision
<2004.03.12 REV. 2004.03.24 REG.>
7. Environmental pollution prevention (water pollution, air pollution, noise and vibration prevention), waste disposition (nuclear waste, industrial waste and garbage), water supply, drainage and waste water disposal facilities, electricity generation facilities and their framework, structural design of marine facilities, production



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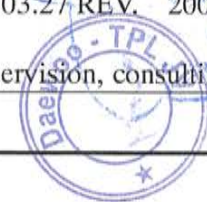
Registry No.

213789

and operation of machineries, night-soil disposal facilities, sewage detoxification facilities, design and construction of water purification tank and livestock waste water purification facilities

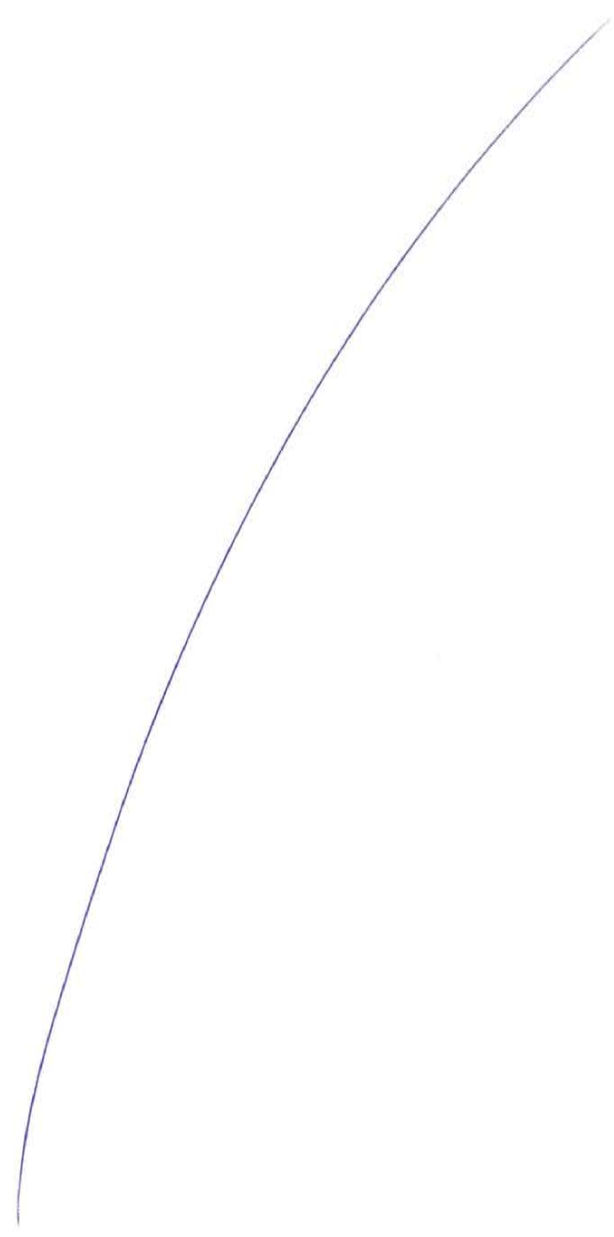
<2004.03.12 REV. 2004.03.24 REG.>

8. Specialized facilities manufacturing
9. Land clearing, reclamation and filling-up work
10. Real estate investment, lease, management, sale, consulting, real estate development, commercial real estate (arcade) operation
11. Domestic and foreign resource development and sale
12. Production and sale of construction materials
13. Development and sale of mine and stony mountains
14. Manufacturing and sale of mortar product
15. Lease and maintenance of heavy machineries
16. Various services including information processing and education, instructional instrument lease
17. Land, marine and air transportation, warehousing, distribution, wholesale and retailing
18. Touring and lodging (hotel and condominium), tourist attractions, touring convenience facilities, public bath house (indoor pool)
19. Forest, livestock, gardening and agriculture
20. Toll road and parking lot operation
21. Elevator installation work <2002.03.27 ADD. 2002.03.29 REG.>
22. Gas facilities construction, city gas and its related business <2002.03.27 REV. 2002.03.29 REG.>
23. Recording media publishing, database maintenance, technical research and technical service consignment <2002.03.27 REV. 2002.03.29 REG.>
24. Crude oil refining, electricity, city gas and oil product manufacturing and sale <2002.03.27 REV. 2002.03.29 REG.>
25. General recreation, professional recreation and amusement park operation <2002.03.27 REV. 2002.03.29 REG.>
26. Software development, sale and education <2002.03.27 REV. 2002.03.29 REG.>
27. General building and technical service, industrial facilities service (design, supervision, consulting, test working



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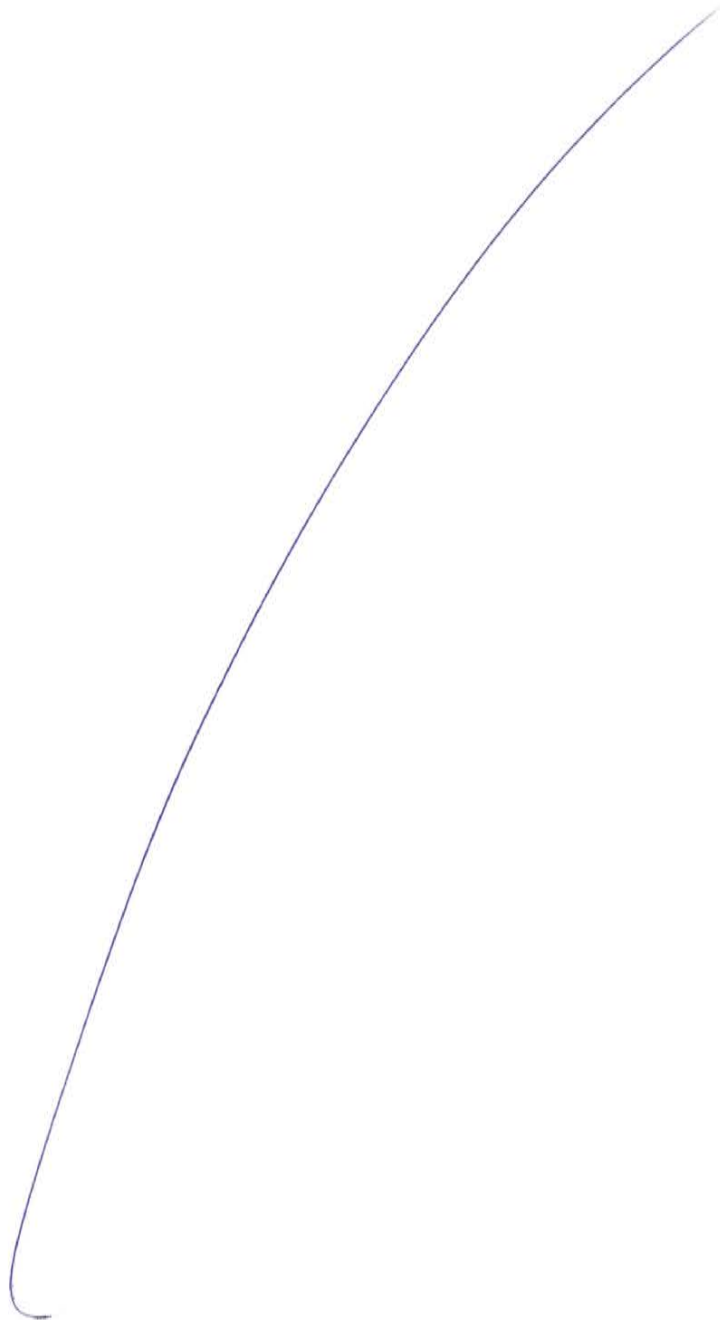


Registry No.	213789
and maintenance)	<2002.03.27 REV. 2002.03.29 REG.>
28. Plant design, production, construction, supervision service, maintenance and operation	<2002.03.27 REV. 2002.03.29 REG.> 119
29. Athletic facilities	<2002.03.27 REV. 2002.03.29 REG.>
30. General environmental influence evaluation agency, traffic influence evaluation agency and landscape influence evaluation agency	<2002.03.27 REV. 2002.03.29 REG.>
31. Energy use plan establishment agency and professional energy saving business	<2002.03.27 REV. 2002.03.29 REG.>
32. SOC facilities and their subsidiary business investment and operation	<2002.03.27 REV. 2002.03.29 REG.>
33. Aggregate gathering and sale	<2002.03.27 REV. 2002.03.29 REG.>
34. Aged welfare facilities and general sanitarium operation	<2002.03.27 REV. 2002.03.29 REG.>
35. Nuclear power application	<2002.03.27 REV. 2002.03.29 REG.>
36. Youth training business	<2002.03.27 REV. 2002.03.29 REG.>
37. Passenger vehicle terminal business	<2002.03.27 REV. 2002.03.29 REG.>
38. Industrial complex development, management and operation	<2002.03.27 REV. 2002.03.29 REG.>
39. Facilities safety diagnosis and maintenance	<2002.03.27 REV. 2002.03.29 REG.>
40. Department store installation and operation	<2002.03.27 REV. 2002.03.29 REG.>
41. Electrical facilities design and supervision of their construction	<2002.03.27 REV. 2002.03.29 REG.>
42. Cultural education and private training school operation	<2002.03.27 REV. 2002.03.29 REG.>
43. Operation and management of exhibition hall, amusement center, performance center installation	<2002.03.27 REV. 2002.03.29 REG.>
44. Building lot development	<2002.03.27 REV. 2002.03.29 REG.>
45. Internet e-commerce	<2002.03.27 REV. 2002.03.29 REG.>
46. Venture business (picking and incubating venture enterprise)	<2002.03.27 REV. 2002.03.29 REG.>
47. Metal assembly product manufacturing and sale	<2002.03.27 REV. 2002.03.29 REG.>
48. Cable installation work	<2002.03.27 ADD. 2002.03.29 REG.>



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Registry No.	213789
49. System integration business (software development and supply, integrated automation system analysis, developing facilities and installation)	<2002.03.27 ADD. 2002.03.29 REG.>
50. Landline and wireless communication facilities manufacturing and sale	<2002.03.27 ADD. 2002.03.29 REG.>
51. Manufacturing and sale of electric instrument for generating, transmitting, transforming and distributing electricity	<2002.03.27 ADD. 2002.03.29 REG.>
52. Manufacturing and sale of electric and electronic instrument, industrial controller and control system	<2002.03.27 ADD. 2002.03.29 REG.>
53. Alternative and renewable energy business	<2006.12.22 ADD. 2006.12.22 REG.>
54. Investment in aforementioned business areas with native or foreign persons or corporation	<2006.12.22 REV. 2006.12.22 REG.>
55. Ocean waste disposal	<2007.03.16 ADD. 2007.03.27 REG.>
56. Soil remediation work	<2008.03.14 REV. 2008.03.14 REG.>
57. Subsurface water purification work	<2008.03.14 REV. 2008.03.14 REG.>
58. Asset management and its-related business	<2008.03.14 REV. 2008.03.14 REG.>
59. All ancillary works relating to aforementioned business areas	<2008.03.14 REV. 2008.03.14 REG.>

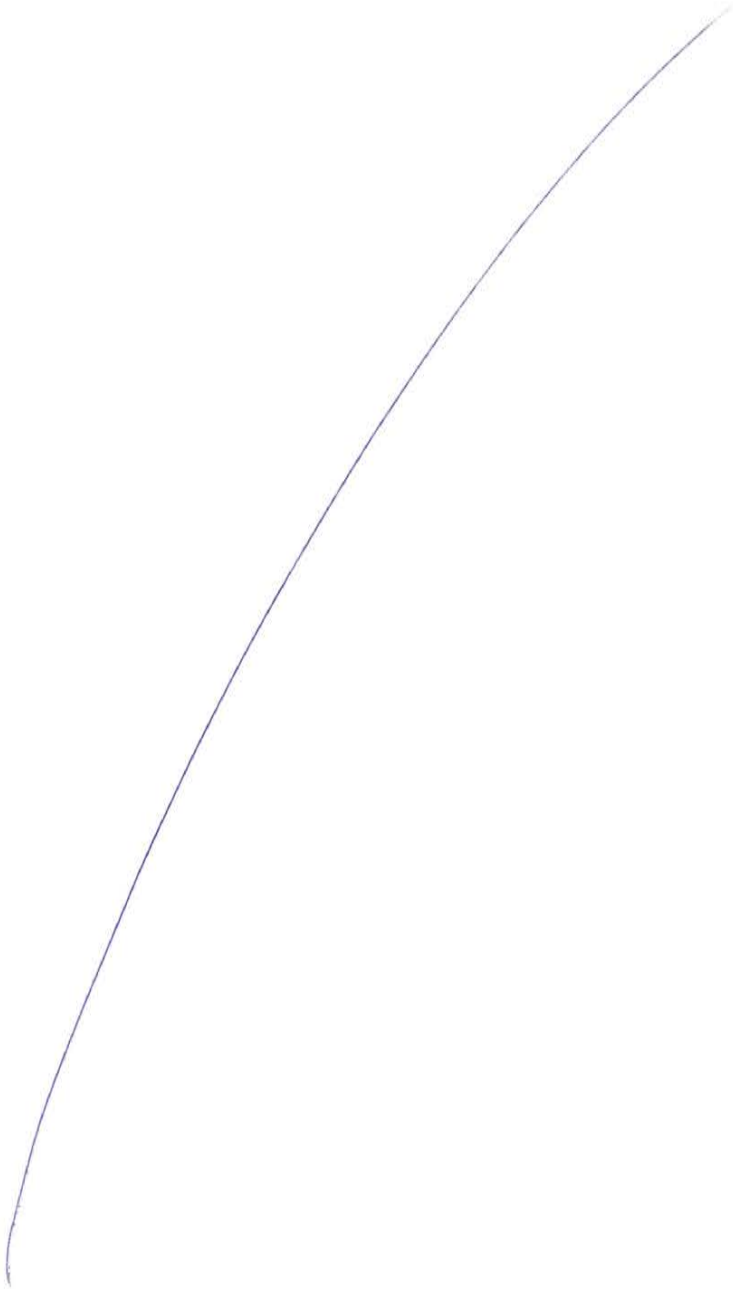
Matters About Officers

Non-executive Director	Joo-Ha Woo	561120-*****
2016.08.23 inaugurated	2016.08.23 registered	
Director	Chang-Min Park	521212-*****
2016.08.23 inaugurated	2016.08.23 registered	
Representative Director	Chang-Min Park	521212-*****
2016.08.23 inaugurated	2016.08.23 registered	404-ho, 42 Sapyongdae-ro 20-gil, Seocho-gu, Seoul, Korea (Hyundai Palesvill, Banpo-dong)
Director	Moon-Sun Song	590626-*****
2017.03.28 inaugurated	2017.03.29 registered	
Non-executive Director	Gwang-Lim Youn	500726-*****
2017.03.28 inaugurated	2017.03.29 registered	
Non-executive Director	Kyu-Yun Choi	540728-*****
2017.03.28 inaugurated	2017.03.29 registered	
Non-executive Director	Hyuk Lee	630717-*****
2017.03.28 inaugurated	2017.03.29 registered	



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Registry No.	213789	
Member of Audit Committee	Gwang-Lim Youn	500726-*****
2017.03.28 inaugurated	2017.03.29 registered	
Member of Audit Committee	Hyuk Lee	630717-*****
2017.03.28 inaugurated	2017.03.29 registered	
Member of Audit Committee	Joo-Ha Woo	561120-*****
2017.03.28 inaugurated	2017.03.29 registered	

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Others

1. Name and address of transfer agent

Hana Bank Co., Ltd.

66, Euljiro (Euljiro 2-ga), Jung-gu, Seoul

2015.09.01 merged 2015.09.10 registered

1. Retirement of shares

1) The company may retire shares by the earning to allot to shareholders in accordance with the resolution of the directors' meeting.

2) If the company will retire shares under the provision of Section 1, the board of directors shall decide the matter of each following paragraph:

A. Type and aggregate of retired shares

B. Aggregate share price that the company will acquire to retire shares

C. Stock acquisition period; In this event, such period shall be before the date of ordinary general shareholders meeting that will arrive first after the resolution of the directors' meeting.

3) The company acquires its own shares for the purpose of retiring shares under the provision of Section 1, subject to the criteria of each following paragraph:

A. If under the method of 1 of each Paragraph, Section 1, Article 189-2 of the Securities Exchange Act, its acquisition period and method shall satisfy the criteria provided in the Enforcement Ordinance of the same Act.

B. The amount to be acquired for retirement shall be below amount provided in the Enforcement Ordinance of the Securities Exchange Act within the limit to pay dividend under the provision of Section 1, Article 462 of the Commercial Law at the end of relevant business year.

4) If the company has retired shares under the provision of Section 1, the company shall report the matter of each paragraph in Section 2 and the retirement of shares to the ordinary general shareholders meeting that will arrive first after the resolution of such retirement.

2009.03.27 revised 2009.04.07 registered

Convertible Bond

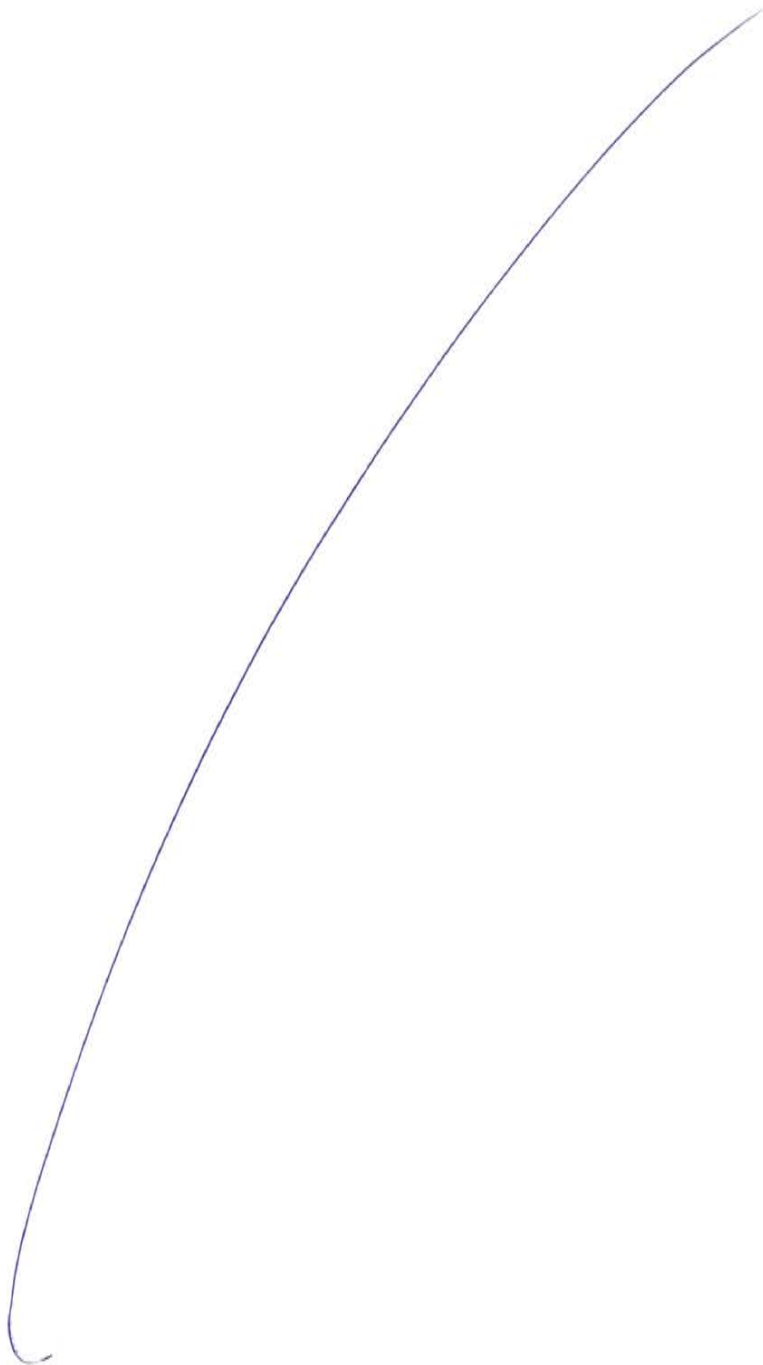
The 4th Convertible Bond

2003. 12. 31 All Converted to Equity

<2004.01.06 REG.>

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Registry No.

213789

Convertible Bond

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1. The 6th Unsecured Private Convertible Bond

2004. 10. 31 All Converted to Equity

<2004.11.03 REG.>

Stock Option

1. Meaning that the company will grant stock option in specific events. The company may grant the stock option to officers and employees under the provision of 189-4 of the Securities and Exchange Law within 15 percent of issued shares by the special resolution of directors' meeting. However, the company will grant the stock option by the resolution of the directors' meeting to the extent permitted by the Enforcement Ordinance of the Securities Exchange Act.

< 2009.03.27 revised 2009.04.07 registered>

2. Type and number of shares issued or transferred by the exercise of stock option.

The share offered by the exercise of stock option (if offering the difference between the exercising price and the market price of stock option in cash or treasury stock, refers to the stock that is a calculating basis of such difference) shall be a registered common stock.

The stock option shall not be granted to the entire officers and employees who serve in the company at a time, and the stock option granted to one officer or employee shall not exceed 10 percent of the total issued shares.

The price per share to exercise stock option shall exceed the price of each following paragraph. Also it is same if adjusting such exercise price after granting stock option.

1) If issuing and offering a new share, a higher price among either of each following items:

A. Market price of such share valued by adopting the provision of Paragraph 1, Section 2, Article 84-9 of the Enforcement Ordinance of the Securities and Exchange Law based on the granting date of stock option

B. Face value of such share

2) In the event other than Paragraph 1, market price of such share valued by the provision of Subparagraph A, Paragraph 1.

< 2009.03.27 revised 2009.04.07 registered>

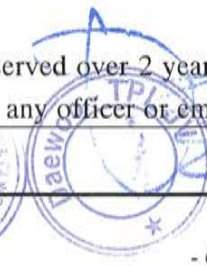
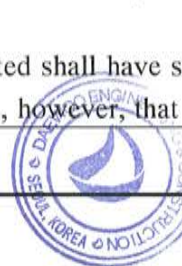
3. Qualifying requirements of a person to whom the stock option will be granted. Officers and employees to whom the stock option is granted shall be the ones who have contributed or can contribute to the establishment and management of the company, and the technical innovation.

< 2009.03.27 revised 2009.04.07 registered>

4. Exercise period of stock option

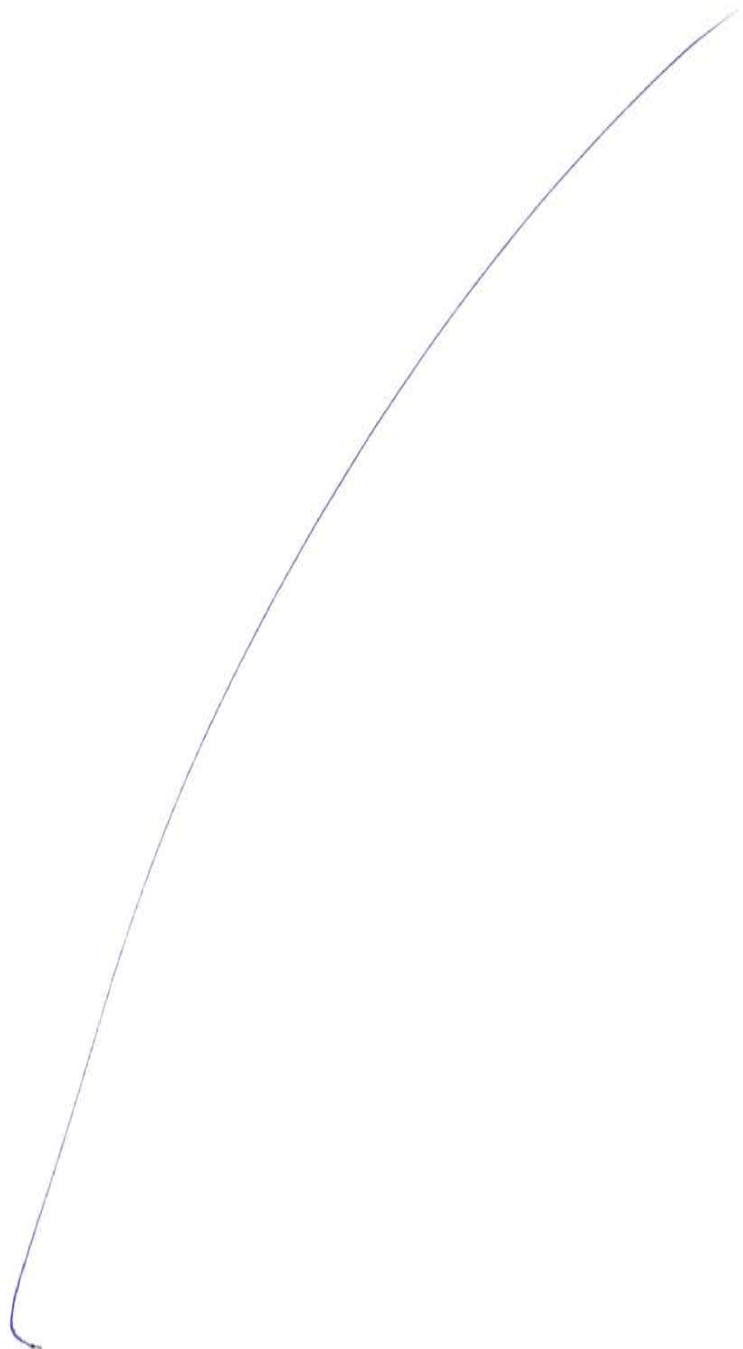
1) The stock option may be exercised within 7 years from the date when 3 years have passed from the resolution date of Section 1.

2) Any officer or employee to whom the stock option has been granted shall have served over 2 years from the resolution date of Section 1 to exercise the stock option, provided, however, that any officer or employee



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Registry No.	213789
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to whom the stock option has been granted may exercise the stock option during its exercise period if such person dies or retires under the age limit or by the reasons that he has no liability to within 2 years from the resolution date of Section 1.

3) As for the dividend to new shares issued by the exercise of stock option, the provision of Article 10 shall be applied.

< 2009.03.27 revised 2009.04.07 registered >

5. In the event of each following paragraph, the company may cancel the grant of stock option in accordance with a resolution of the directors' meeting.

1) Any relevant officer or employee retires voluntarily after receiving the stock option within 2 years from the date when the stock option has been granted

2) Any relevant officer or employee has caused a material damage of the company intentionally or negligently

3) Any relevant officer or employee can respond to the exercise of stock option by bankruptcy or dissolution of the company

4) Any other reasons stipulated in the stock option grant agreement have occurred

< 2009.03.27 revised 2009.04.07 registered >

Date of incorporation

2000.12.27

Improved Reason and Date of Registered Site

Established in 541, 5-ga, Namdaemunno, Jung-gu, Seoul, spun-off from Daewoo Corporation.

2000.12.27. registered

Commercial Registry of Seoul District Court

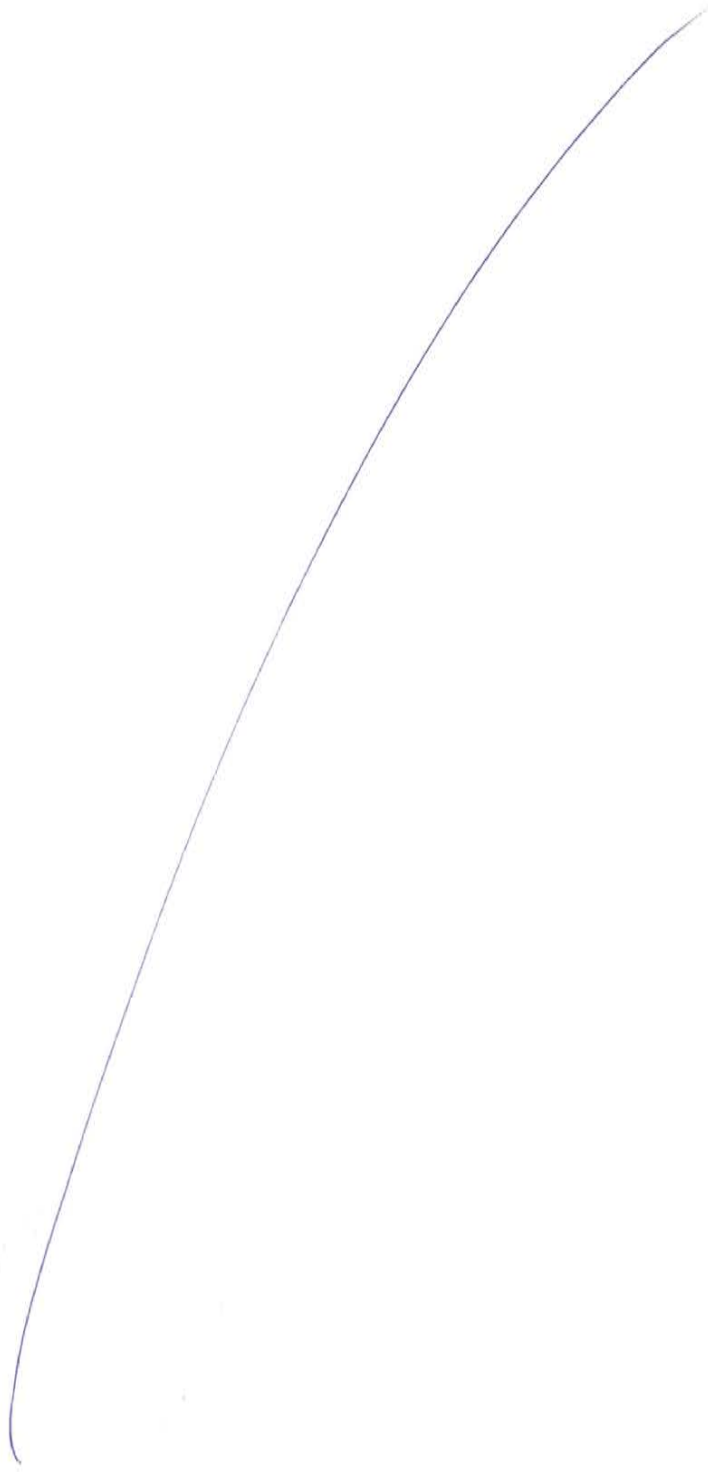
Date : 7 July 2017

Number : 7890-AARQ-JFSI



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등기사항전부증명서(현재 유효사항)[제출용] 2775

등기번호	213789	
등록번호	110111-2137895	
상 호	주식회사 대우건설	변경 등기
본 점	서울특별시 종로구 새문안로 75(신문로1가)	2011.10.31 도로 명주소 2013.07.01 등기

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공고방법 회사의 공고는 회사의 인터넷 홈페이지(www.daewoenc.co.kr)에 한다 . 다만, 전산장애 또는 그 밖의 부득이한 사유로 회사의 인터넷홈페이지에 공고를 할 수 없을 때에는 서울특별시에서 발행되는 일간 동아일보와 한국일보에 게재한다.	2012.03.23 변경 2012.03.23 등기
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1주의 금액 금 5,000 원	변경 등기
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발행할 주식의 총수 700,000,000 주	2002.03.27 변경 2002.03.29 등기
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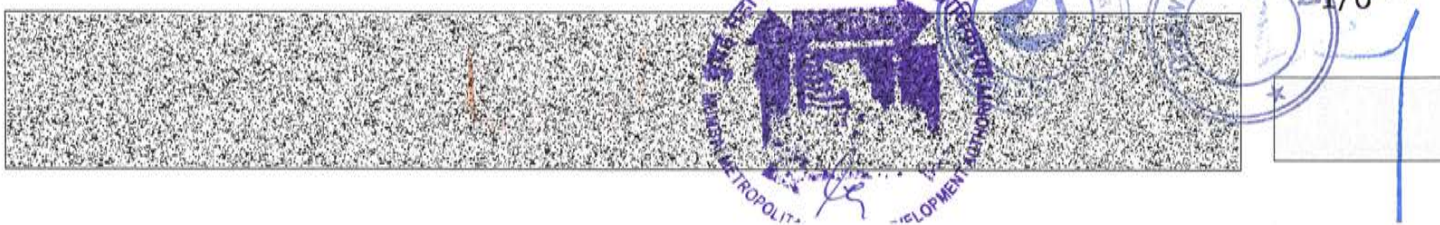
발행주식의 총수와 그 종류 및 각각의 수	자본금의 액	변경연월일 등기연월일
발행주식의 총수 415,622,638 주	금 2,078,113,190,000 원	2010.12.29 변경
보통주식 415,622,638 주		2010.12.29 등기

목 적
1. 수출입업 및 동대행업, 중개업
2. 토목, 건축, 포장, 전기, 기계, 조정, 주택건설, 철강재설치, 항만, 준설, 수도 및 배도설치, 소방설비공사업 <2004.03.12 변경 2004.03.24 등기>
3. 정보통신공사업
4. 해외종합건설업(건축, 토목, 전기공사, 전기통신공사업 및 특수공사업)
5. 건설용역 및 군납업
6. 토목, 건축의 측지측량, 품질시험, 설계, 설계감리업 <2004.03.12 변경 2004.03.24 등기>
7. 환경오염방지(수질오염, 대기오염, 소음진동방지), 폐기물처리(핵폐기물, 산업폐기물, 쓰레기), 상하수도 및 폐수처리시설, 발전설비 및 발전설비 철골작업, 해양설비 구조물 등의 설계, 기기제작설치 및 운영업, 분뇨처리시설, 오수정화시설, 정화조 또는 축산폐수 정화시설의 설계, 시공업 <2004.03.12 변경 2004.03.24 등기>
8. 특정설비제조업
9. 토지개간, 간척 및 매립사업
10. 부동산에 대한 투자, 임대, 관리, 매매, 컨설팅 및 부동산 개발사업, 시장(아케이드)운영에 관한 사업
11. 국내외 자원개발 및 판매업
12. 건설자재 생산 및 판매업

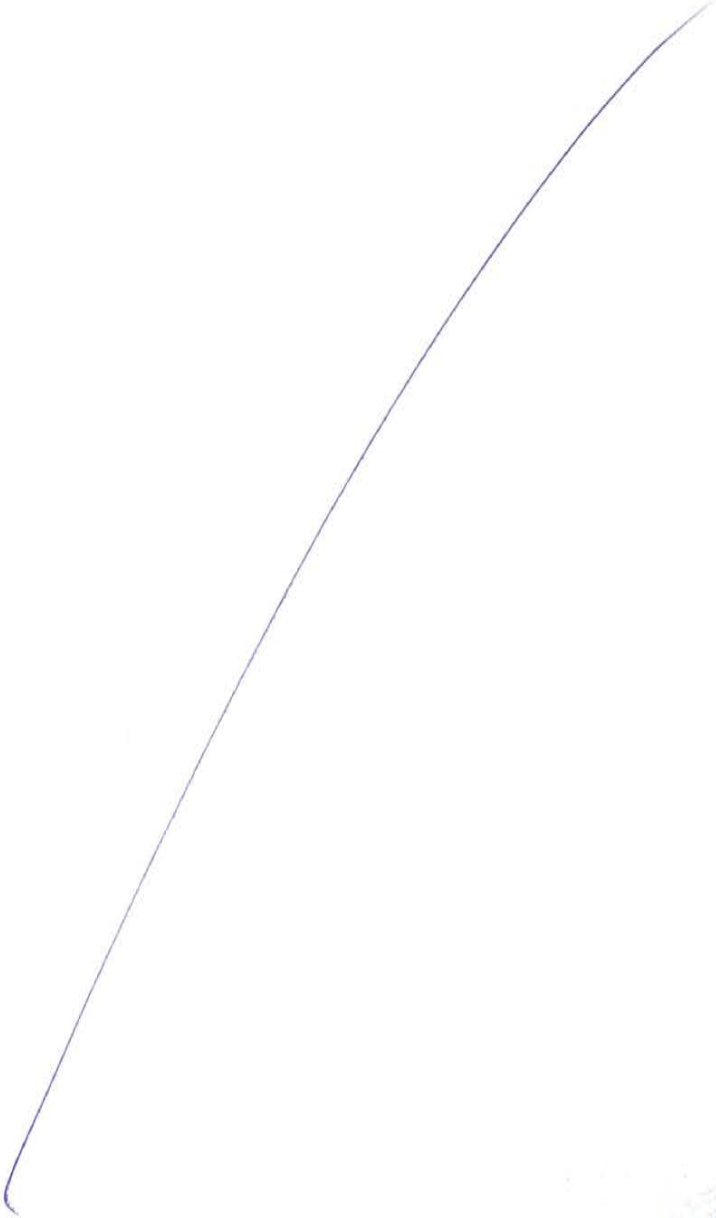


[인터넷 발급] 문서 하단의 바코드를 스캐너로 확인하거나, 인터넷등기소(<http://www.iros.go.kr>)의 발급확인 메뉴에서 발급확인번호를 입력하여 위·변조 여부를 확인할 수 있습니다. 발급확인번호를 통한 확인은 발행일부터 3개월까지 5회에 한하여 가능합니다.

00009120491807137102711101206101B9DABFEBFC1F819670917 1 발행일: 2013/07/10 발급확인번호: 7890-AARQ-JFSI 1/6 -



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13. 광산, 석산개발 및 판매업				
14. 철구제품 제조 판매업				
15. 중기대여업, 중기정비업				
16. 정보처리, 교육등 각종 용역업, 정보기기 대여업				
17. 육상, 해상, 항공운송업 및 창고업, 유통업 및 도.소매업				
18. 관광숙박업(호텔업 및 콘도미니엄업), 관광객 이용시설업, 관광편의시설업, 공중목욕장(실내수영장)업				
19. 산림, 축산, 원예업 및 농업				
20. 유료도로업 및 주차장운영업				
21. 승강기설치 공사업	<2002.03.27	추가	2002.03.29	등기>
22. 가스시설 시공업, 도시가스사업 및 가스관련사업	<2002.03.27	변경	2002.03.29	등기>
23. 기록매체출판업, 데이터베이스업, 기술연구 및 기술용역 수탁업	<2002.03.27	변경	2002.03.29	등기>
24. 원유정제 및 전력, 도시가스, 석유제품의 제조 및 판매업	<2002.03.27	변경	2002.03.29	등기>
25. 종합휴양업 및 전문휴양업, 유원지 운영업	<2002.03.27	변경	2002.03.29	등기>
26. 소프트웨어 개발, 판매 및 교육사업	<2002.03.27	변경	2002.03.29	등기>
27. 종합건설기술용역 및 산업설비용역업(설계, 감리, 컨설팅, 시운전, 유지보수)	<2002.03.27	변경	2002.03.29	등기>
28. 플랜트의 설계, 제작, 시공, 감리용역 및 보수, 운영업	<2002.03.27	변경	2002.03.29	등기>
29. 체육시설업	<2002.03.27	변경	2002.03.29	등기>
30. 종합환경영향평가 대행업, 교통영향평가 대행업 및 경관영향평가 대행업	<2002.03.27	변경	2002.03.29	등기>
31. 에너지 사용계획수립 대행업 및 에너지 절약전문업	<2002.03.27	변경	2002.03.29	등기>
32. 사회간접 자본시설 및 관련부대사업 투자, 운영업	<2002.03.27	변경	2002.03.29	등기>
33. 골재 채취 및 판매업	<2002.03.27	변경	2002.03.29	등기>
34. 노인복지시설 및 일반 요양시설 운영업	<2002.03.27	변경	2002.03.29	등기>
35. 원자력 이용업	<2002.03.27	변경	2002.03.29	등기>
36. 청소년 수련에 관한 사업	<2002.03.27	변경	2002.03.29	등기>
37. 여객자동차 터미널 사업	<2002.03.27	변경	2002.03.29	등기>
38. 산업단지 개발사업 및 산업단지 관리 운영업	<2002.03.27	변경	2002.03.29	등기>
39. 시설물의 안전진단 및 유지관리업	<2002.03.27	변경	2002.03.29	등기>
40. 백화점의 설치 및 운영에 관한 사업	<2002.03.27	변경	2002.03.29	등기>
41. 전력시설물의 설계업 및 동 공사 감리업	<2002.03.27	변경	2002.03.29	등기>
42. 문화교육 및 사설강습소 운영업	<2002.03.27	변경	2002.03.29	등기>
43. 전시장, 유기장 및 공연장설치 및 운영관리업	<2002.03.27	변경	2002.03.29	등기>
44. 택지개발사업	<2002.03.27	변경	2002.03.29	등기>
45. 인터넷 전자상거래업	<2002.03.27	변경	2002.03.29	등기>
46. 벤처사업(벤처기업 발판 제공사업)	<2002.03.27	변경	2002.03.29	등기>



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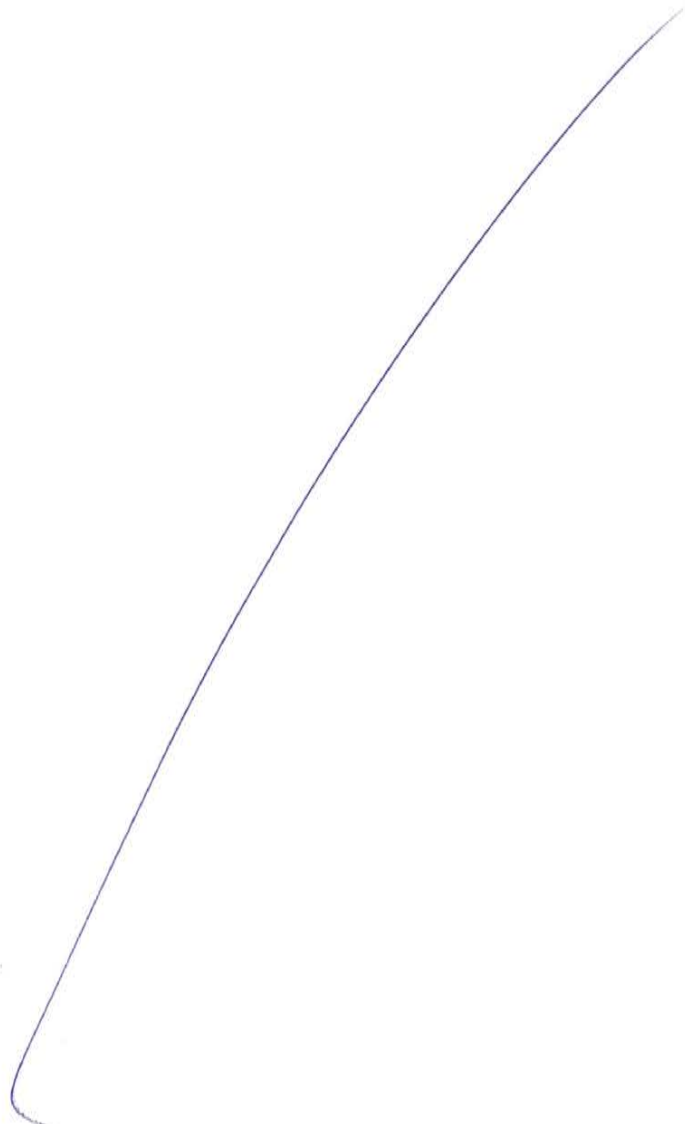
발판확인번호 7890-AARQ-IFSI

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47. 조립금속제품 제조 및 판매업	<2002.03.27	변경	2002.03.29	등기>
48. 석도설치 공사업	<2002.03.27	추가	2002.03.29	등기>
49. 시스템통합사업(소프트웨어개발, 공급, 통합자동화시스템분석, 개발설비 및 설치)	<2002.03.27	추가	2002.03.29	등기>
50. 유무선 통신설비 제조 및 판매업	<2002.03.27	추가	2002.03.29	등기>
51. 발전, 송전, 변전, 배전용 전기기기제조 및 판매업	<2002.03.27	추가	2002.03.29	등기>
52. 전력, 전자기기, 산업제어기 및 제어시스템 제조 및 판매업	<2002.03.27	추가	2002.03.29	등기>
53. 신재생에너지사업	<2006.12.22	추가	2006.12.22	등기>
54. 내외국인 또는 법인과 전 각호에 관련되는 투자	<2006.12.22	변경	2006.12.22	등기>
55. 폐기물 해양 배출업	<2007.03.16	추가	2007.03.27	등기>
56. 토양정화(복원)업	<2008.03.14	추가	2008.03.14	등기>
57. 지하수정화업	<2008.03.14	추가	2008.03.14	등기>
58. 자산관리 및 이에 부수하는 업	<2008.03.14	추가	2008.03.14	등기>
59. 위 각호에 관련되는 부대사업일체	<2008.03.14	변경	2008.03.14	등기>

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임원에 관한 사항

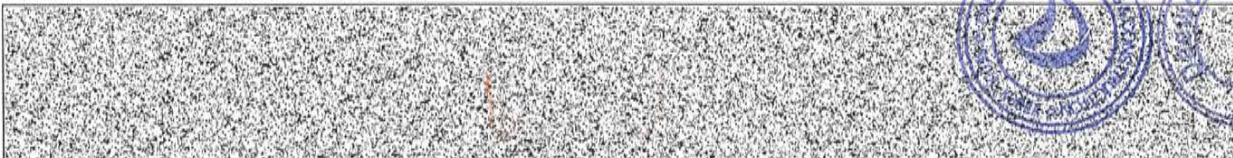
사외이사 우주하 561120-***** 2016년 08월 23일 취임	2016년 08월 23일 등기
사내이사 박창민 521212-***** 2016년 08월 23일 취임	2016년 08월 23일 등기
대표이사 박창민 521212-***** 서울특별시 서초구 사평대로20길 42, 404호(반포동, 현대팔레스빌라)	2016년 08월 23일 취임 2016년 08월 23일 등기
사내이사 송문선 590626-***** 2017년 03월 28일 취임	2017년 03월 29일 등기
사외이사 윤광림 500726-***** 2017년 03월 28일 취임	2017년 03월 29일 등기
사외이사 최규윤 540728-***** 2017년 03월 28일 취임	2017년 03월 29일 등기
사외이사 이혁 630717-***** 2017년 03월 28일 취임	2017년 03월 29일 등기
감사위원 윤광림 500726-***** 2017년 03월 28일 취임	2017년 03월 29일 등기
감사위원 이혁 630717-***** 2017년 03월 28일 취임	2017년 03월 29일 등기
감사위원 우주하 561120-***** 2017년 03월 28일 취임	2017년 03월 29일 등기

기 타 사 항

1. 명의개서대리인
1. 명의개서 대리인의 명칭과 주소 및 영업소
주식회사 하나은행

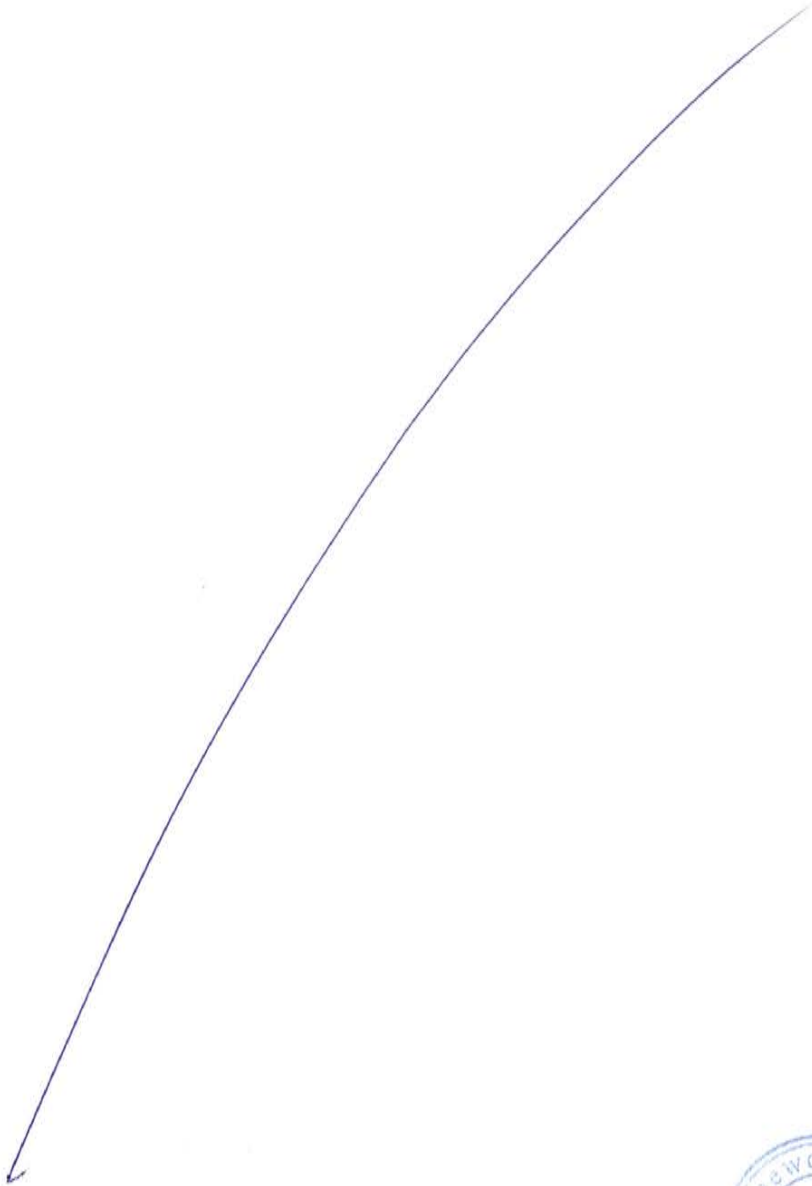


발급확인번호 7890-AARQ-JFSI
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TSG



등기번호 213789

서울 중구 을지로 66(을지로2가)

2015년 09월 01일 합병 2015년 09월 10일 등기

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1. 이익에 의한 주식 소각

1. 주식소각

- 1) 회사는 이사회 결의로 주주에게 배당할 이익으로 주식을 소각할 수 있다.
- 2) 제1항의 규정에 의하여 주식을 소각하고자 하는 경우 이사회는 다음 각호의 사항을 결의하여야 한다.

- 가. 소각할 주식의 종류와 총수
- 나. 소각하기 위하여 취득할 주식가액의 총액
- 다. 주식을 취득하고자 하는 기간. 이 경우 그 기간은 이사회결의 후 최초로 도래하는 정기주주총회일 이전이어야 한다.

3) 제1항의 규정에 의하여 주식을 소각할 목적으로 자기의 주식을 취득하는 경우에는 다음 각 호의 기준에 의한다.

가. 자본시장과 금융투자업에 관한 법률 제165조의2 제2항 제1호 또는 제2호의 방법에 의한 것
이 경우 자본시장과 금융투자업에 관한 법률 제165조의2 제2항 제1호의 방법에 의한 때에는 그 취득기간과 방법에 대하여 동법 시행령이 정하는 기준에 적합하여야 한다.

나. 소각을 위하여 취득할 금액이 당해 사업년도말 상법 제462조 제1항의 규정에 의한 이익 배당을 할 수 있는 한도안에서 자본시장과 금융투자업에 관한 법률 시행령이 정하는 금액이하 일 것

4) 제1항의 규정에 의하여 주식을 소각한 때에는 그 소각의 결의 후 최초로 도래하는 정기주주총회에 제2항 각호의 사항과 주식을 소각한 뜻을 보고하여야 한다.

2009년 03월 27일 변경 2009년 04월 07일 등기

전 환 사 채

제4회 전환사채

2003년 12월 31일 전부주식전환

< 2004년 01월 06일 등기 >

전 환 사 채

1. 제6회 무보증 사모 전환사채

2004년 10월 31일 전부주식전환

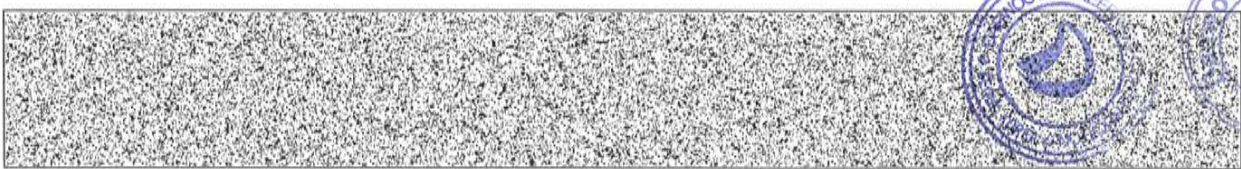
< 2004년 11월 03일 등기 >

주 식 매 수 선택 권

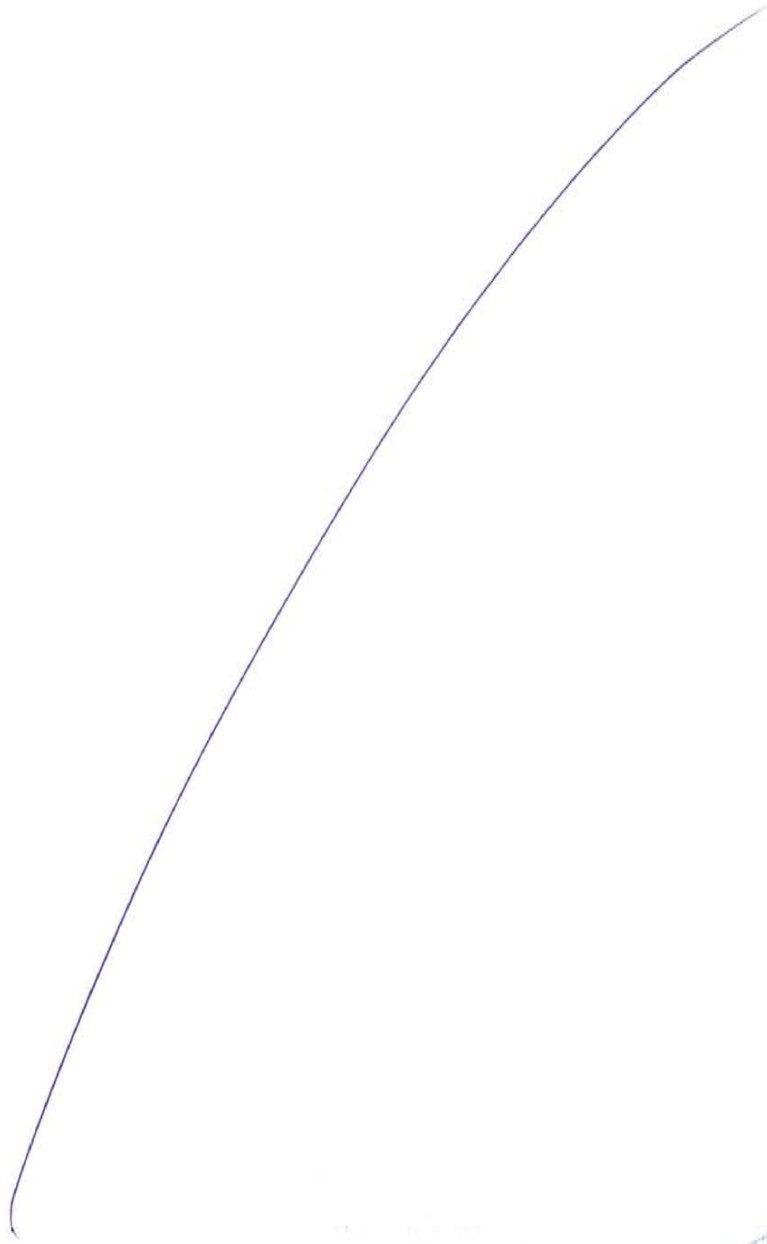
1. 일정한 경우 주식매수선택권을 부여할 수 있다는 뜻

1. 회사는 임직원(상법시행령 제9조에서 정하는 관계회사의 임직원을 포함한다. 이하 이조에서 같다)에게 발행주식총수의 100분의 15 범위 내에서 상법 제542조의3의 규정에 의한 주식매수선택권을 주주총회의 특별결의에 의하여 부여할 수 있다. 다만 상법 및 그 시행령이 허용하는 범위 내에서는 이사회결의로 회사의 이사를 제외한 자에 대하여 주식매수선택권을 부여할 수 있다. 이사회결의로 주식매수선택권을 부여한 경우 회사는 부여 후 처음으로 소집되는 주주총회의 승인을 받아야 한다.

< 2009년 03월 27일 변경 2009년 04월 07일 등기 >



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등기번호 213789

- 1. 주식매수선택권의 행사로 발행하거나 양도할 주식의 종류와 수
 주식매수선택권의 행사로 교부할 주식(주식매수선택권의 행사가격과 시가와의 차액을 현금 또는 자기주식으로 교부하는 경우에는 그 차액의 산정이되는 주식을 말한다)은 제7조의 주식중 주식매수선택권을 부여하는 주주총회 또는 이사회에 의하여 정한다.
 주식매수선택권을 일시에 재직하는 임원 및 직원 전원에게 부여할 수 없고, 임원 또는 직원 1인에 대하여 부여하는 주식매수선택권은 발행주식총수의 100분의 15를 초과할 수 없다.
 주식매수선택권을 행사할 주식의 1주당 행사가격은 다음 각호의 가액 이상이어야 한다.
 주식매수선택권을 부여한 후 그 행사가격을 조정하는 경우에도 또한 같다.
 - 1) 새로이 주식을 발행하여 교부하는 경우에는 다음 각목의 가격 중 높은 금액
 - 가. 주식매수선택권의 부여일을 기준으로 한 주식의 실질가액
 - 나. 당해 주식의 권면액
 - 2) 자기주식을 양도하는 경우에는 주식매수선택권 부여일을 기준으로 한 주식의 실질가액
 < 2009년 03월 27일 변경 2009년 04월 07일 등기 >
- 1. 주식매수선택권을 부여받을 자의 자격요건
 주식매수선택권을 부여 받을 임직원은 회사의 설립과 경영, 기술혁신 등에 기여하거나 기여할 수 있는 자로 한다.
 < 2009년 03월 27일 변경 2009년 04월 07일 등기 >
- 1. 주식매수선택권의 행사기간
 - 1) 주식매수선택권은 이를 부여하는 주주총회 결의일로부터 3년이 경과한 날로부터 7년 내에 행사할 수 있다.
 - 2) 주식매수선택권을 부여 받은 임직원은 제1항의 결의일로부터 2년 이상 재임 또는 재직하여야 행사할 수 있다.
 다만, 주식매수선택권을 부여 받은 임직원이 제1항의 결의일로부터 2년 이내에 사망하거나 정년으로 인한 퇴임 또는 퇴직 기타 본인의 귀책사유가 아닌 사유로 퇴임 또는 퇴직한 경우에는 그 행사기간 동안 주식매수선택권을 행사할 수 있다.
 - 3) 주식매수선택권의 행사로 인하여 발행한 신주에 대한 이익의 배당에 관하여는 제 10조의 규정을 준용한다.
 < 2009년 03월 27일 변경 2009년 04월 07일 등기 >
- 1. 일정한 경우 이사회결의로 주식매수선택권의 부여를 취소할 수 있다는 뜻
 다음 각호의 1에 해당하는 경우에는 이사회에 의하여 결의로 주식매수선택권의 부여를 취소할 수 있다.
 - 1. 주식매수선택권을 부여받은 임직원이 주식매수선택권을 부여 받은 날로부터 2년 이내에 본인의 의사에 따라 퇴임하거나 퇴직한 경우
 - 2. 주식매수선택권을 부여받은 임직원이 고의 또는 과실로 회사에 중대한 손해를 초래하게 한 경우
 - 3. 회사의 파산 또는 해산등으로 주식매수선택권의 행사에 응할 수 없는 경우
 - 4. 기타 주식매수선택권 부여계약에서 정한 취소사유가 발생한 경우
 < 2009년 03월 27일 변경 2009년 04월 07일 등기 >

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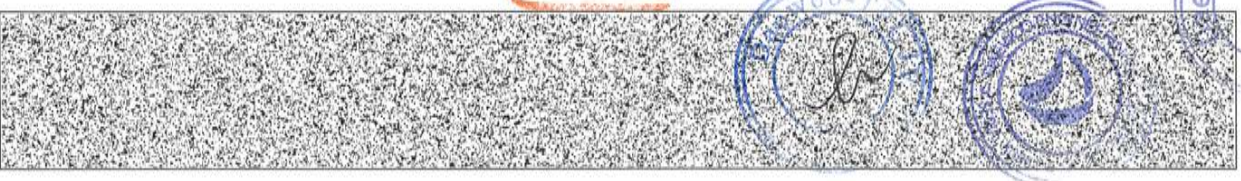
회사성립연월일 2000년 12월 27일

등기기록의 개설 사유 및 연월일
서울 중구 남대문로 5가 541번지 주식회사 대우를 분할하여 설립



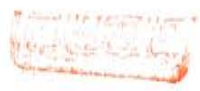
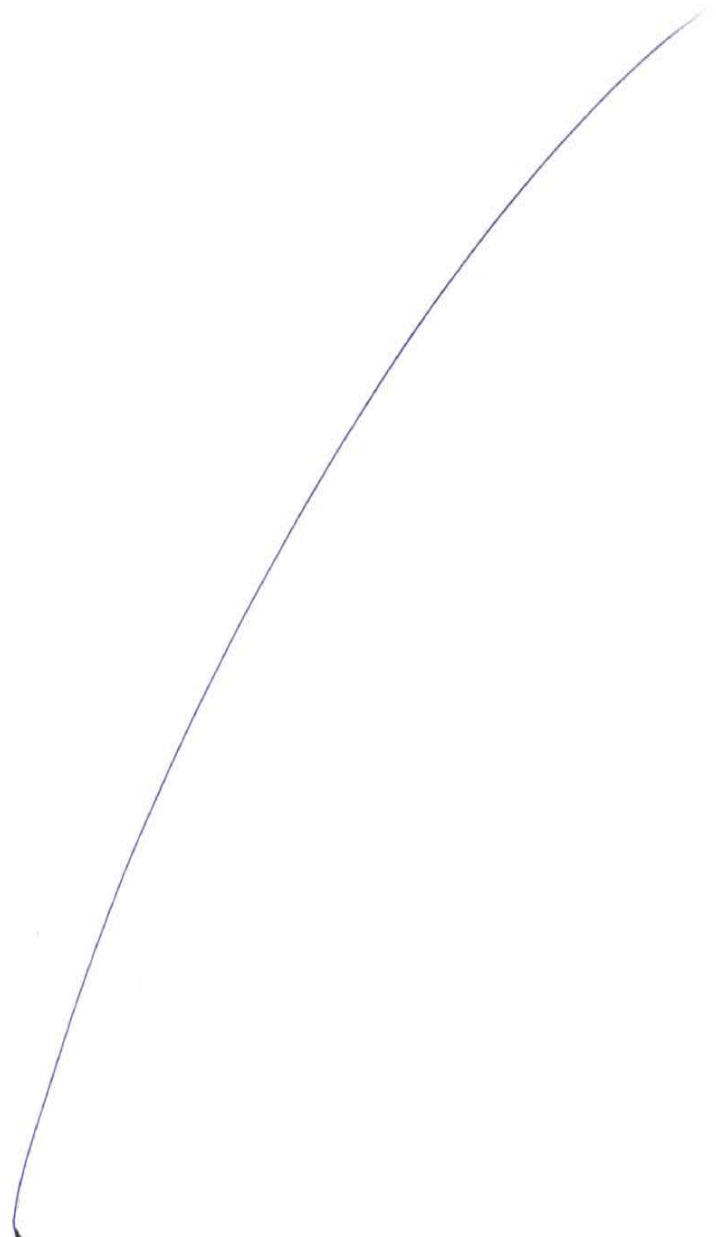
발급확인번호 7890-AARQ-JFSI

00009120491807137102711101206101B9DABFEBFC1F819670917 1 발행일:2017/07/10



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등기번호	213789
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2000년 12월 27일 등기

수수료 1,000원 영수합

--- 이 하 여 백 ---

관할등기소 : 서울중앙지방법원 등기국 / 발행등기소 : 법원행정처 등기정보중앙관리소

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이 증명서는 등기기록의 내용과 틀림없음을 증명합니다. [다만, 신청이 없는 지점·지배인에 관한 사항과 현재 효력이 없는 등기사항의 기재를 생략하였습니다]

서기 2017년 07월 10일

법원행정처 등기정보중앙관리소

전산운영 책임관



* 실선으로 그어진 부분은 말소(변경, 경정)된 등기사항입니다. * 등기사항증명서는 컬러로 출력 가능함.

[인터넷 발급] 문서 하단의 바코드를 스캐너로 확인하거나, 인터넷등기소(<http://www.iros.go.kr>)의 발급확인 메뉴에서 발급확인번호를 입력하여 위·변조 여부를 확인할 수 있습니다.

발급확인번호를 통한 확인은 발행일부터 3개월까지 5회에 한하여 가능합니다.

00009120491807137102711101206101B9DABFEB1F819670917 1 발행일:2017/07/10

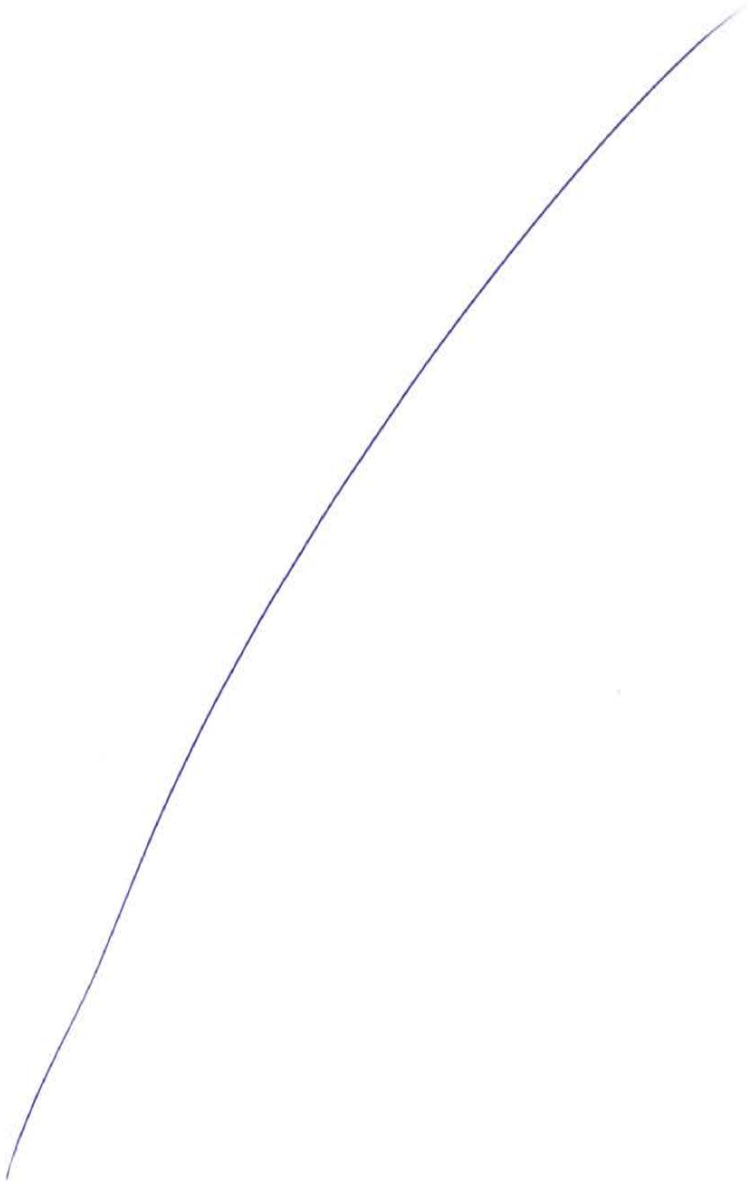
발급확인번호 7890-AARQ-JFSI

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

공증인가 법무법인 대 종

[제43호서식]

등부 2017 년 제 3104 호

Registered No. 2017 - 3104

인 증

Notarial Certificate

위 진 술 서

Yo-Han LEE

에 기재된 주식회사 대우건설 대표이사 박창민 대리인 이요한

의 은

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

130

본 공증인의 면전에서 위 본인이 기명날인한 것임을 자인하였다.

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

DECLARATION

2017 년 7 월 10 일 이 사무소에서 위 인증한다.

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

공증인가 법무법인 대 종

DAE JONG LEGAL CORPORATION

소속 서울중앙지방검찰청

Seoul Central District Prosecutors' Office

주소 : 서울특별시 중로구 새문안로 5길 13, 303호 (당주동, 변호사회관)

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

공증담당변호사

이요한 (인) [Red Seal]

Lawyer in charge

이요한 (Handwritten Signature)



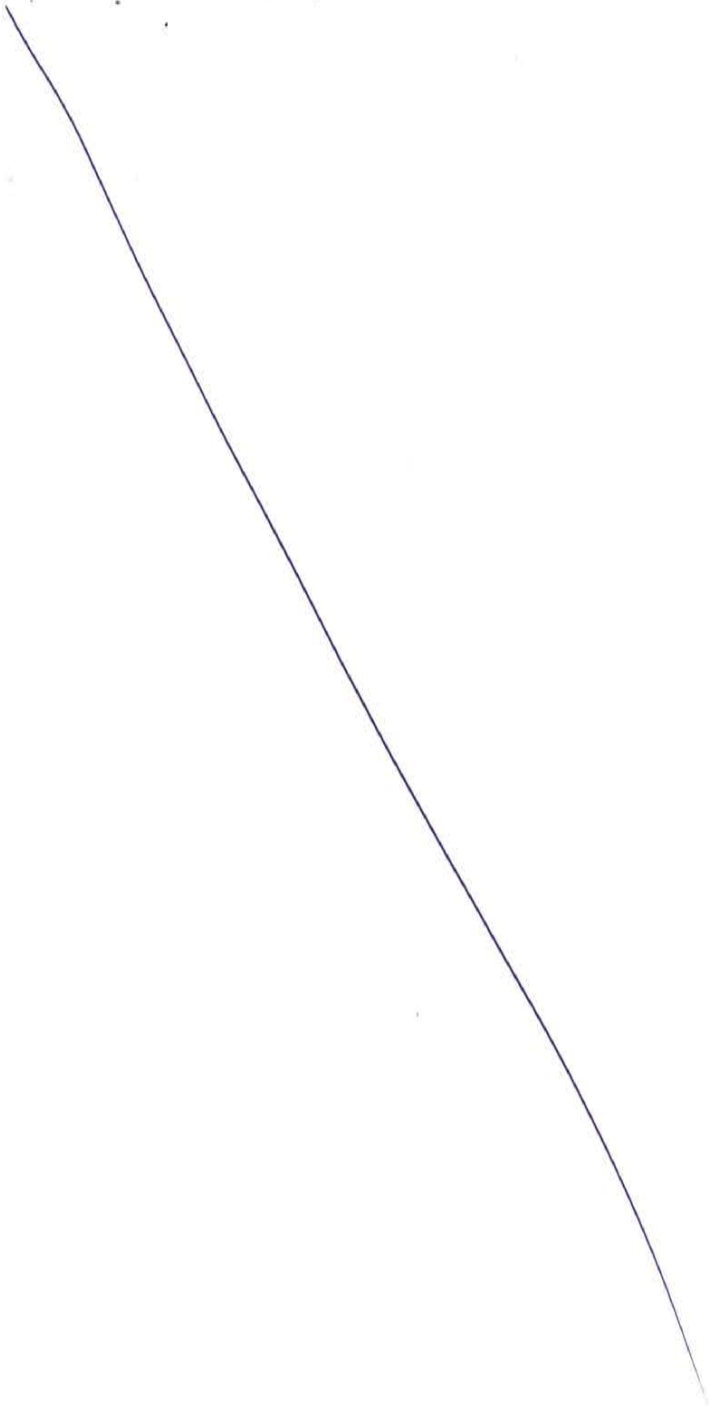
본 사무소는 법률 제 9416호에 의거하여 2015년 02월 07일 법무부 장관으로부터 공증인 업무를 행할 것을 허가 받았다.

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



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Mumbai Trans Harbour Link Project
Package II

131
TATA PROJECTS
Simplify. Create
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ATTACHMENT: ORGANIZATION CHART

– DAEWOO E & C



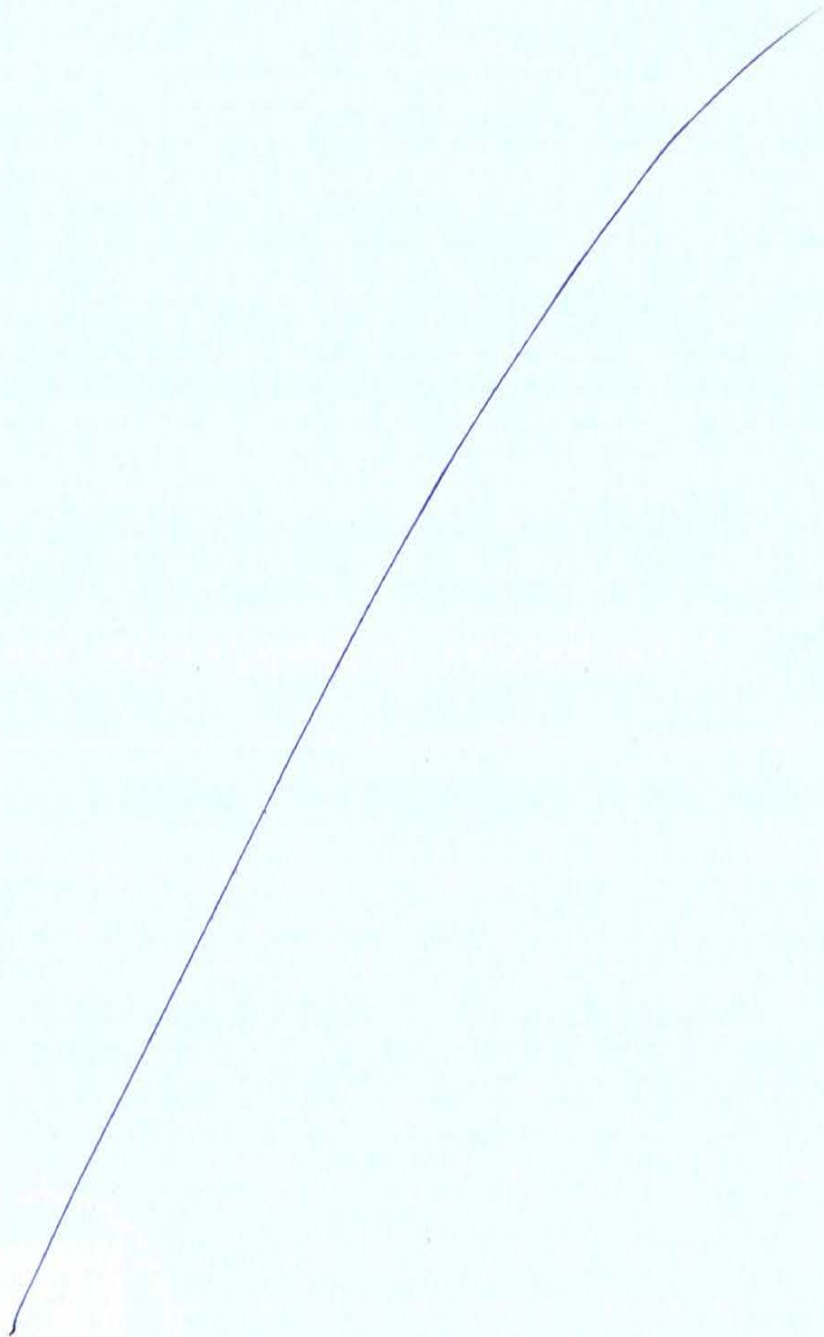
Mumbai Metropolitan
Region Development
Authority

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

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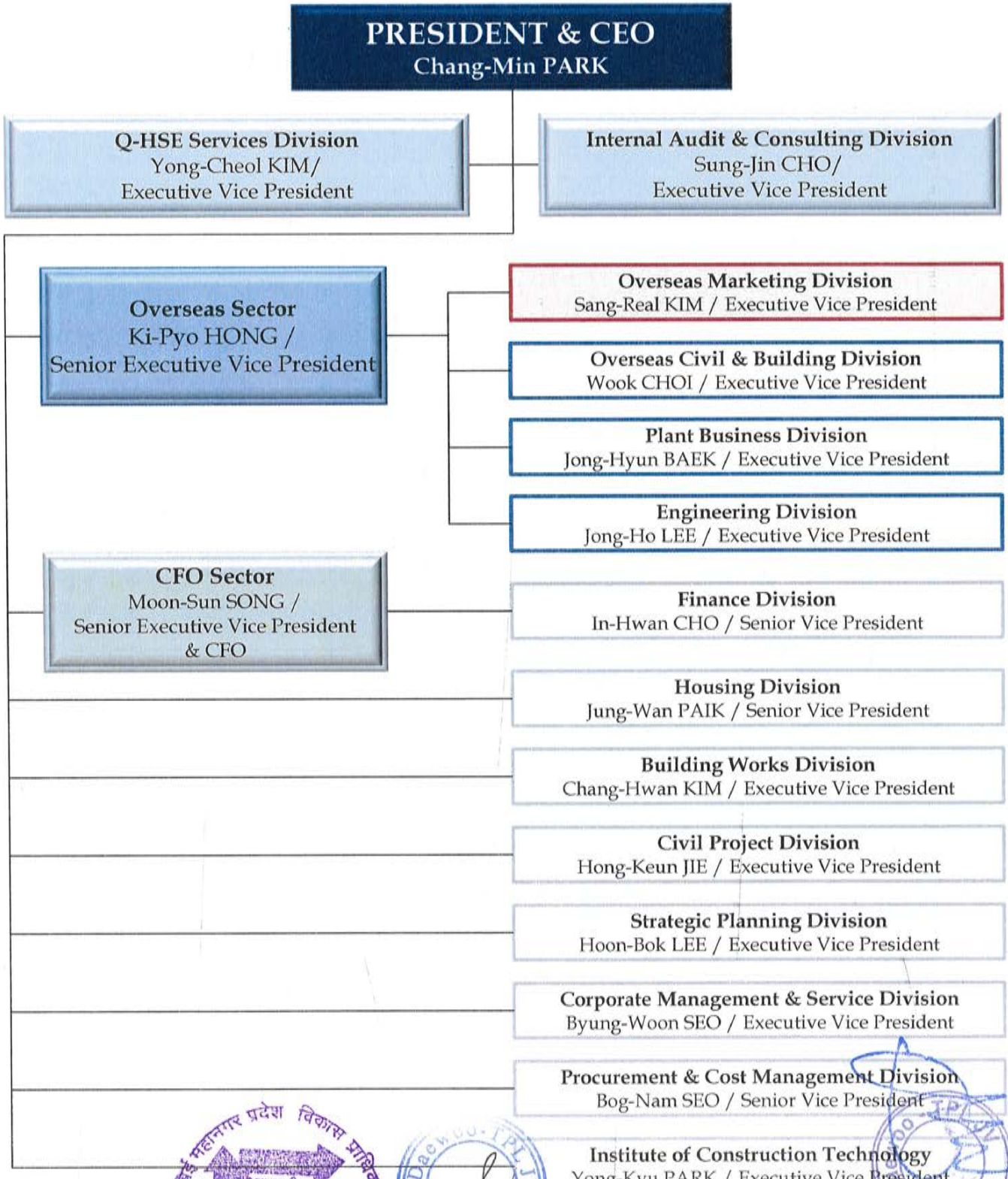
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Overview

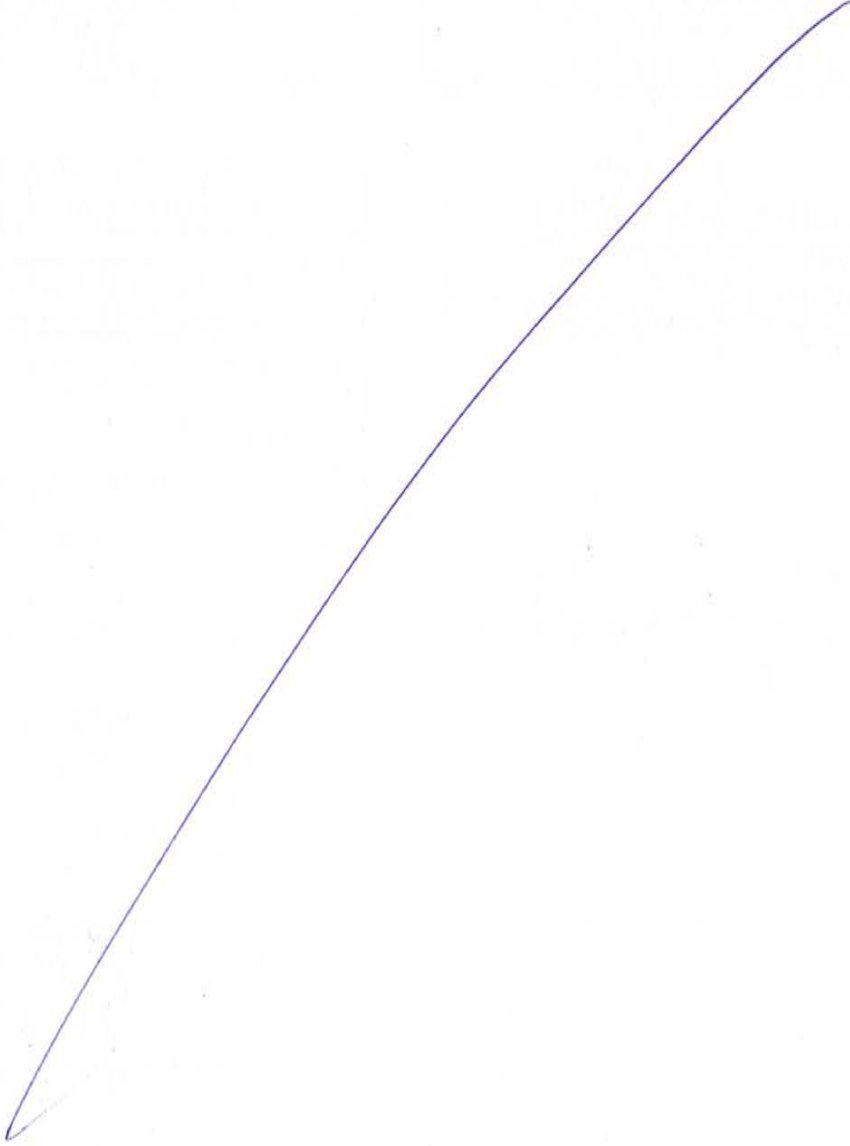
Organizational Chart



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Mumbai Trans Harbour Link Project
Package II

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TATA PROJECTS
2793 Simplify. Create

ATTACHMENT: LIST OF BOARD OF DIRECTOR

– DAEWOO E & C



Mumbai Metropolitan
Region Development
Authority

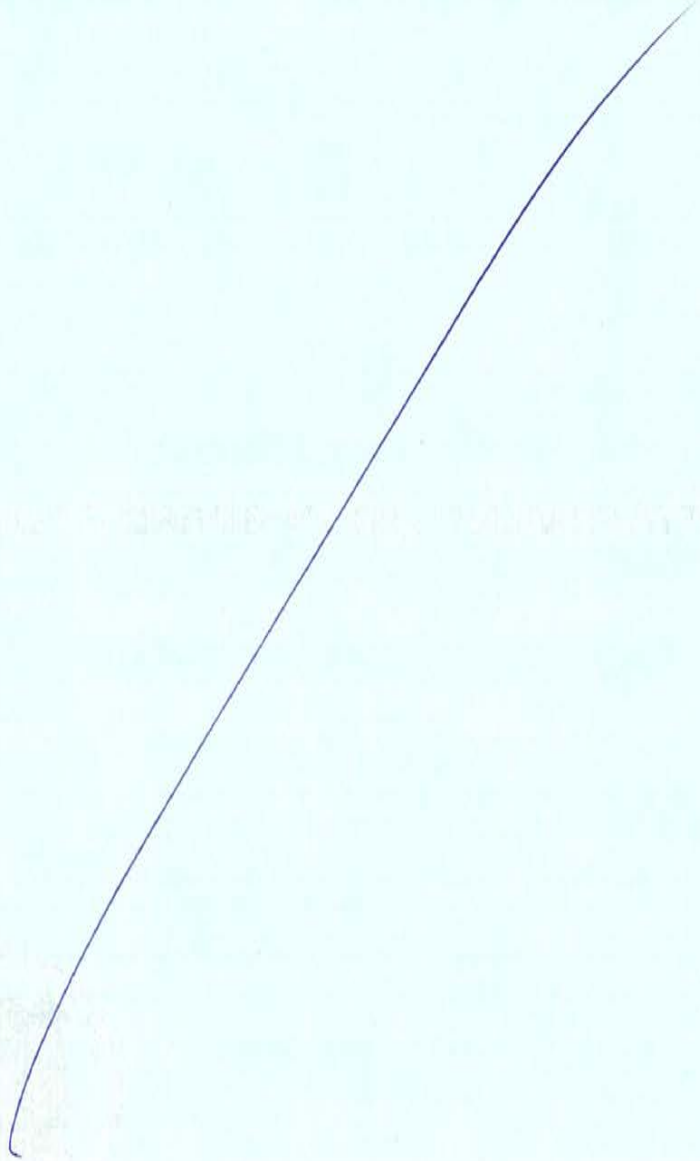
Project: Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 – CH18+187) across the Mumbai Bay including Shivaji Nagar Interchange)

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01 Overview

List of Board of Directors

Name of Directors	Inauguration Date	Position
Chang Min PARK	23 rd August 2016	Representative Director
Moon Sun SONG	28 th March 2017	Director
Joo Ha WOO	23 rd August 2016	Non-executive Director and Member of Audit Committee
Kwang Lim YOUN	28 th March 2017	Non-executive Director and Member of Audit Committee
Hyuk LEE	28 th March 2017	Non-executive Director and Member of Audit Committee

Kyu Yun CHOI

28th March 2017

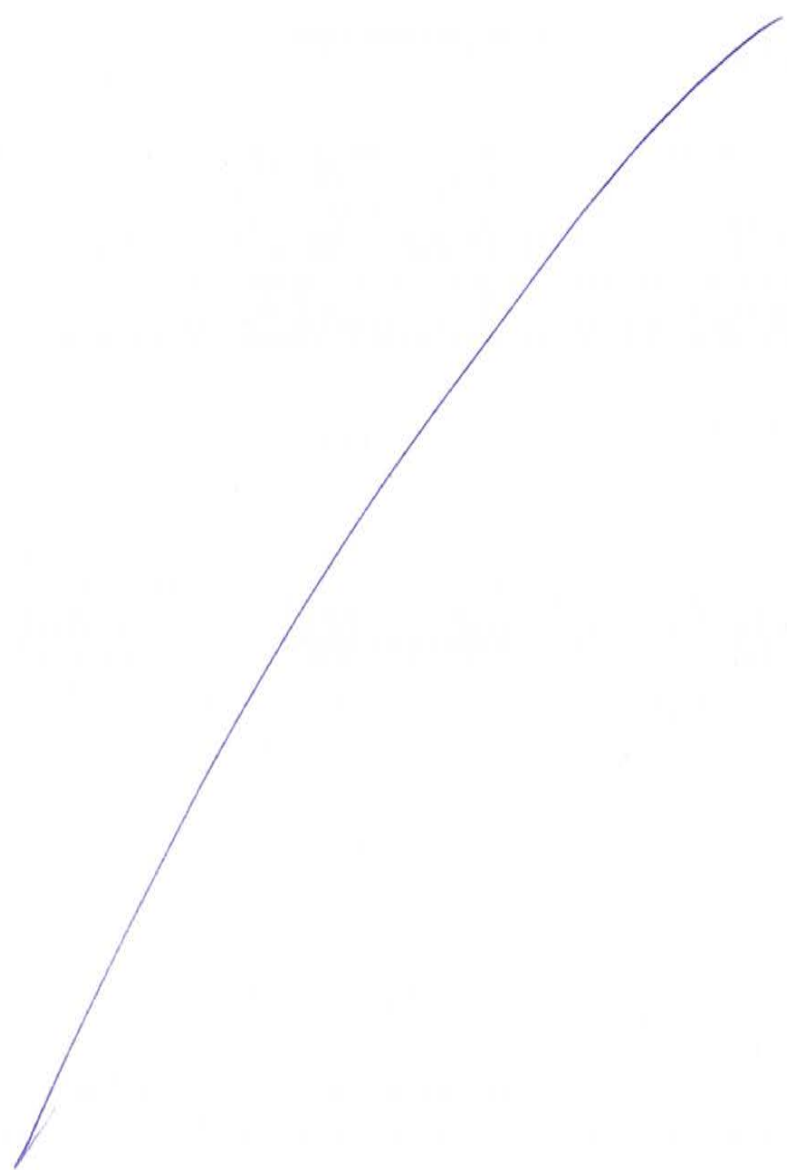
Non-executive Director



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**Mumbai Trans Harbour Link Project
Package II**

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TATA PROJECTS
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ATTACHMENT: BENEFICIAL OWNERSHIP

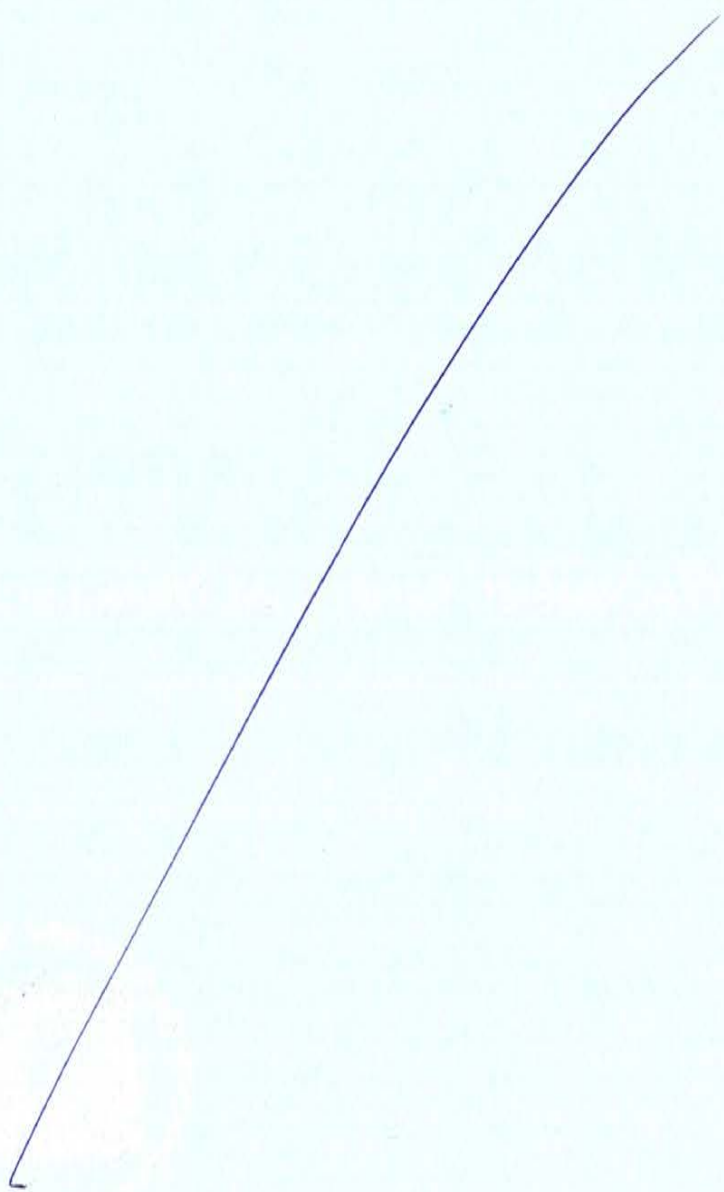
- DAEWOO E & C



**Mumbai Metropolitan
Region Development
Authority**

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

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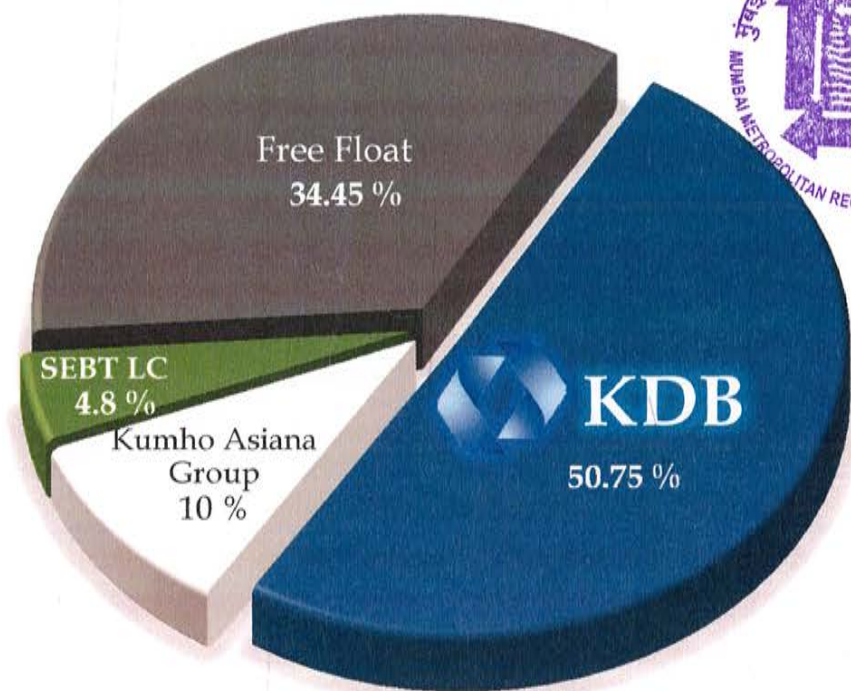


01 Overview

Beneficial Ownership

As of May 2017

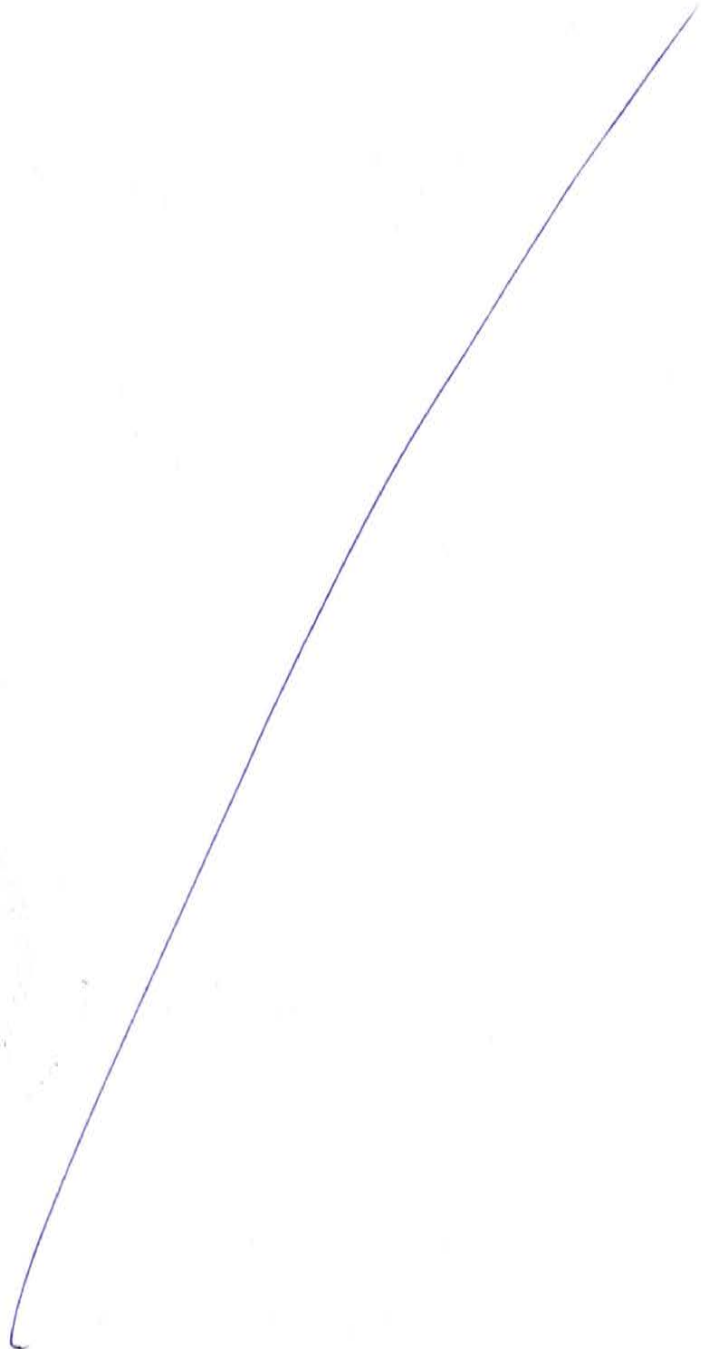
Shareholder	Percentage
KDB (Korea Development Bank) * KDB Private Equity Fund	50.75 %
Kumho Asiana Group	10 %
SEBT Limited Company (IBK Investment & Securities + Keystone Partners PEF)	4.8 %
Free Float	34.45 %
Total	100 %



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Mumbai Trans Harbour Link Project
Package II

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FORM ELI-2: BIDDER'S PARTY INFORMATION

– TATA PROJECTS LIMITED

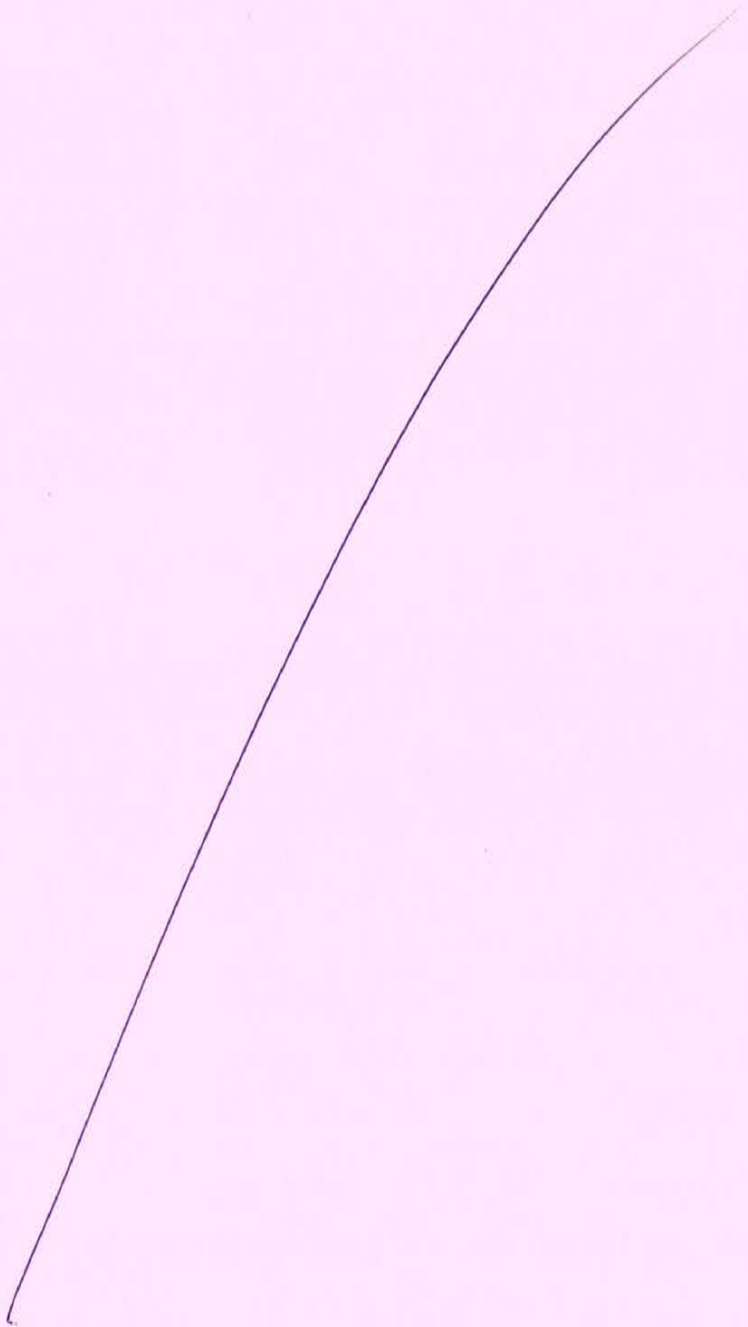


**Mumbai Metropolitan
Region Development
Authority**

**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)**

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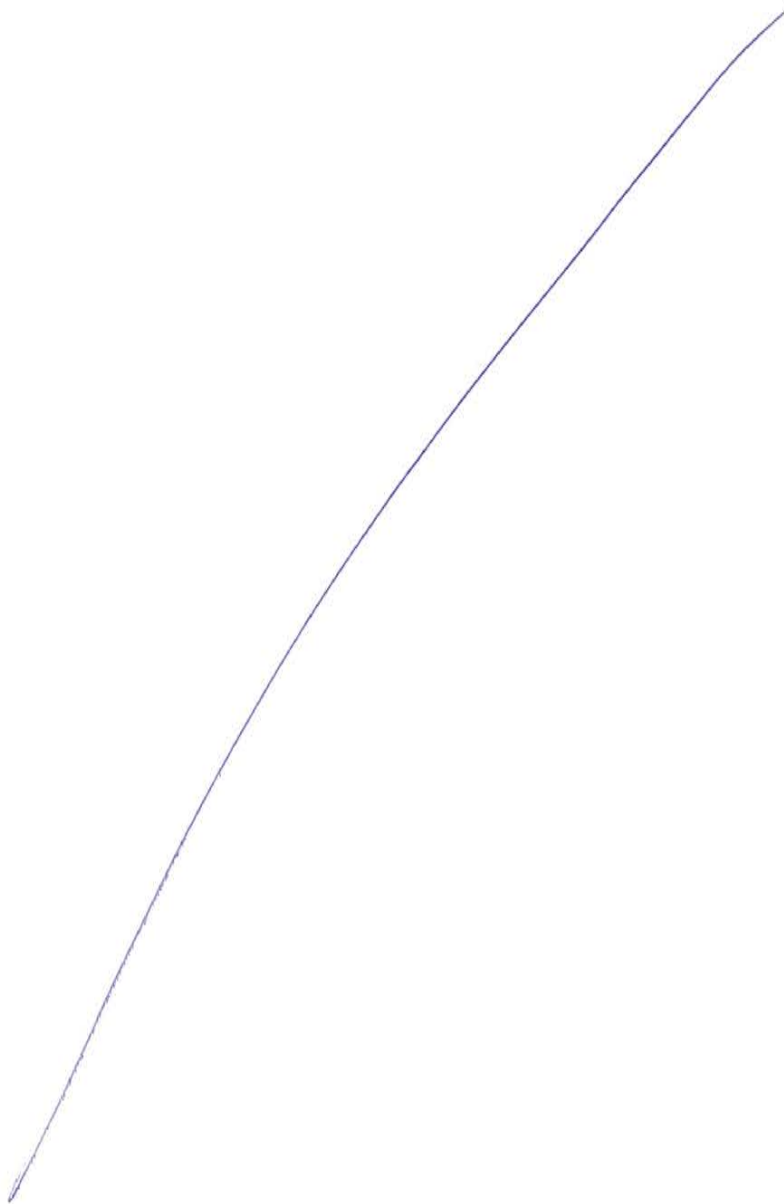
Form ELI - 2: Bidder's Party Information

Date : 17 JUL 2017
IFB No. : MMRDA/ENG1/000753
Page : 1 of 1

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this bidding process.]

1. Bidder's name: Daewoo-TPL JV
2. Bidder's Party legal name: Tata Projects Limited
3. Bidder's Party country of registration: Republic of India
4. Bidder's Party year of incorporation: 1979
5. Bidder's Party legal address in country of registration: Mithona Towers-1, Opposite Wesley Co-ed. Jr. College, Prenderghast Road, near Paradise Circle, Secunderabad, Telangana 500003
6. Bidder's authorized representative information <u>Name</u> : <ul style="list-style-type: none"> Mr. Vivek Singhal- Chief Operating Officer, Urban Infrastructure Mr. Devendra Kumar Sharma, BU Head (Roads, Bridges and Ports), Urban Infrastructure. Mr. Shaibal Roy- Head (Transportation & Hydro), Urban Infrastructure <u>Address</u> : 11 th Floor, Hiranandani Knowledge Park, Technology Street, Powai, Mumbai- 400 076 <u>Telephone/Fax numbers</u> : +91 22 6740 2900/+91 22 6740 2960 <u>Email Address</u> : urbaninfra@tataprojects.com / devendrasharma@tataprojects.com / viveksinghal@tataprojects.com
7. Attached are copies of original documents of : <input checked="" 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. Enclosed
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. Enclosed
9. [Only in case of the proposed specialist Subcontractor] Included is a letter of undertaking to be a specialist Subcontractor to the Bidder. Enclosed - "Letter of Undertaking of JFE".





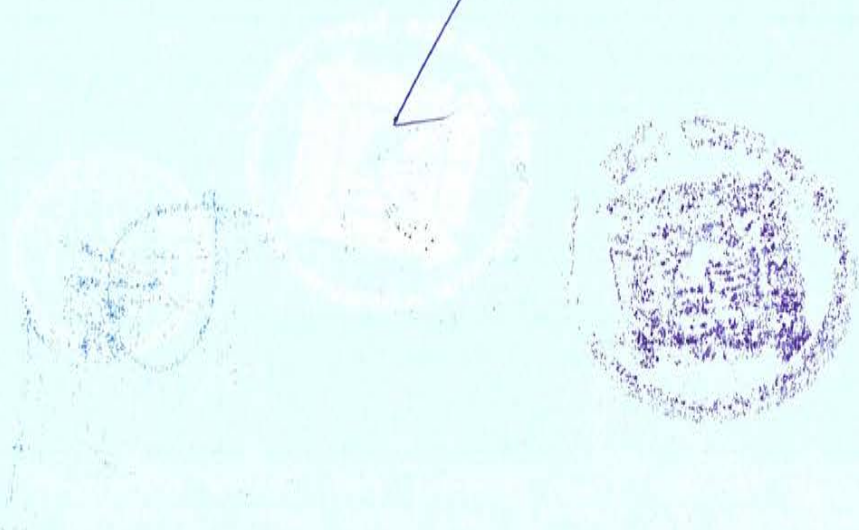
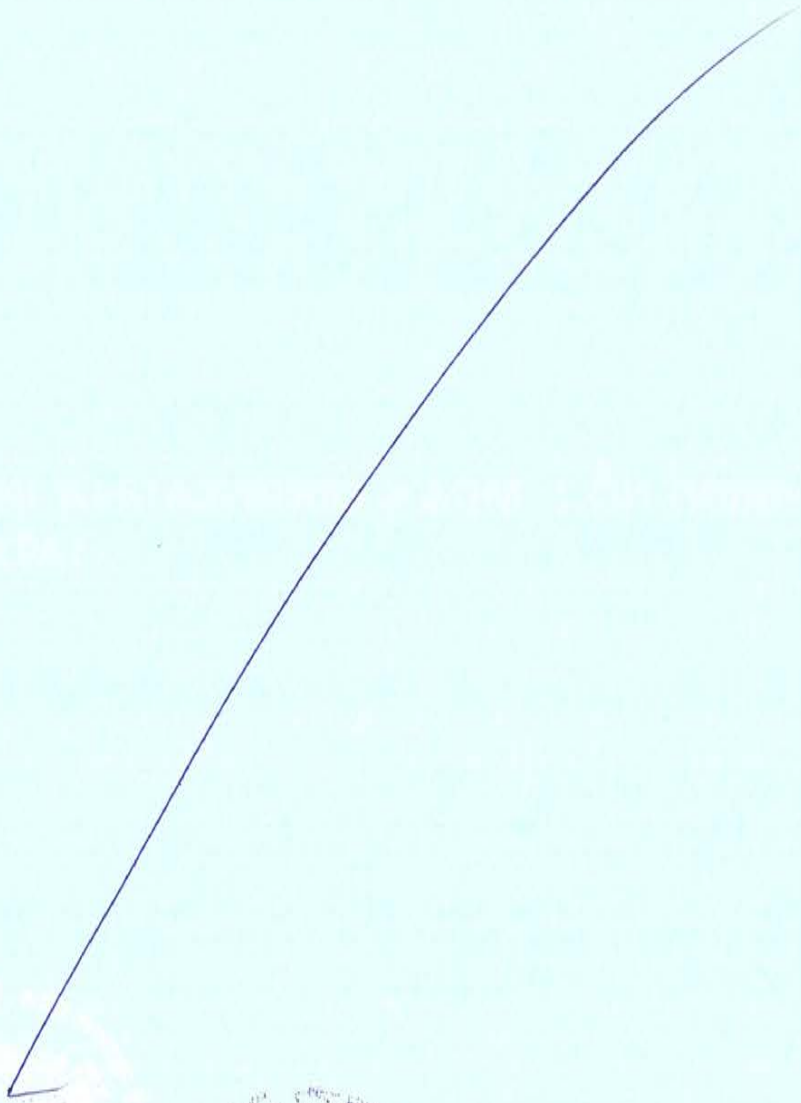
**ATTACHMENT NO.1: MOA & CERTIFICATE OF INCORPORATION
– TATA PROJECTS LIMITED**



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)

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TATA PROJECTS LIMITED

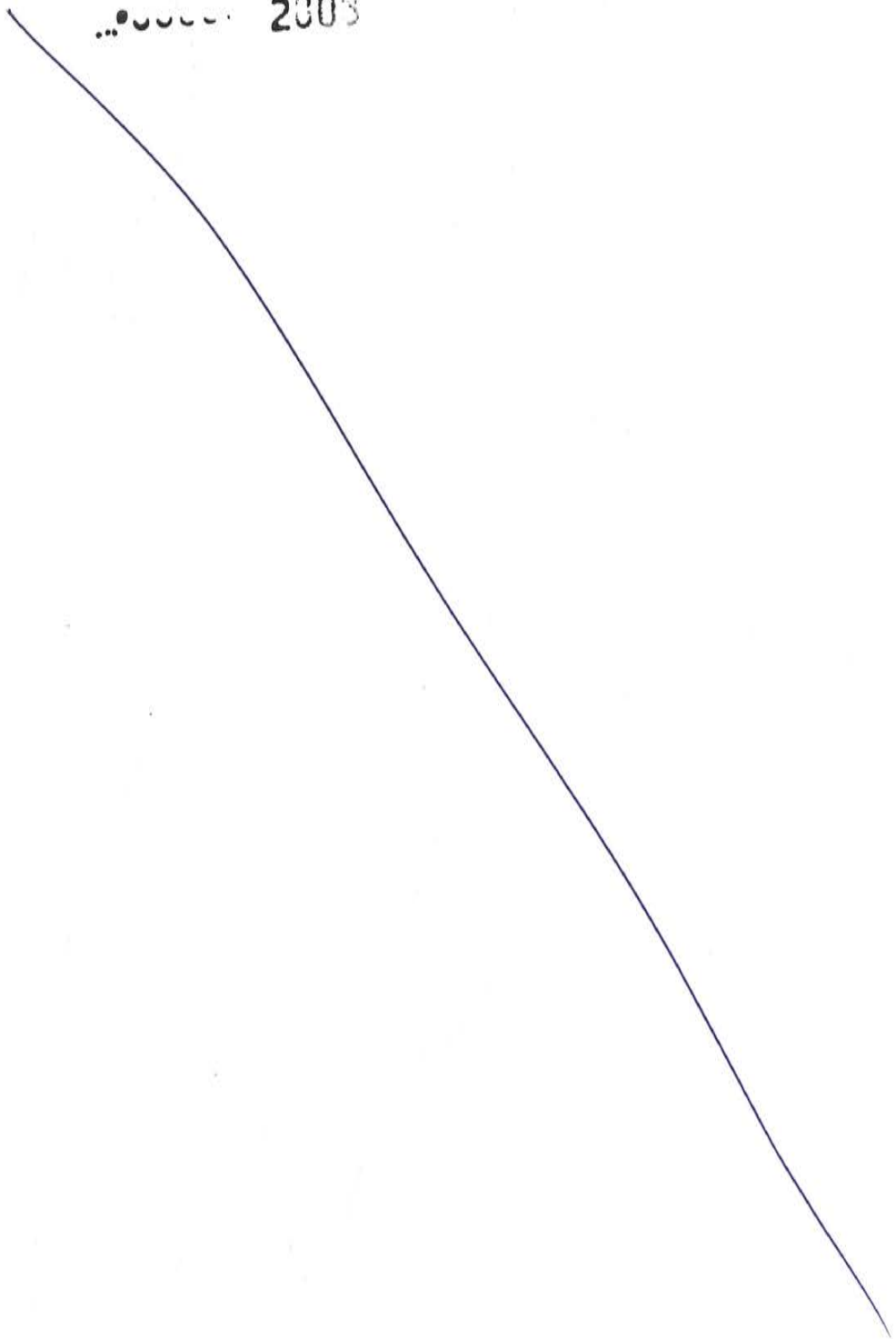
MEMORANDUM OF ASSOCIATION

AND

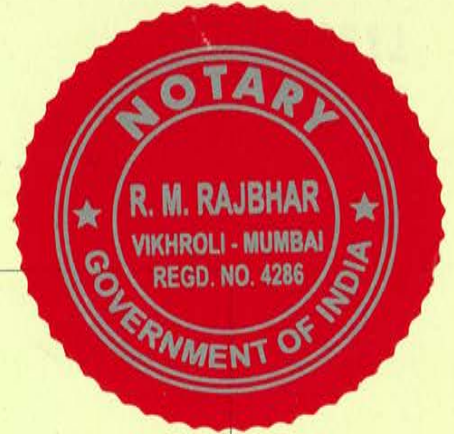
ARTICLES OF ASSOCIATION



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Company Master Details as per Ministry of Corporate Affairs

Subject	Company Details/Particulars
CIN	U45203AP1979PLC057431
Company Name	TATA PROJECTS LIMITED
ROC Code	RoC-Hyderabad
Registration Number	057431
Company Category	Company limited by shares
Company Subcategory	Indian Non-Government Company
Class of Company	Public
Authorised Capital (in Rs.)	250,000,000.00
Paid up capital (in Rs.)	202,500,000.00
Number of Members (applicable only in case of company without Share Capital)	0
Date of Incorporation	20 th February, 1979
Address of registered office	“MITHONA TOWERS-1” 1-7-80 to 87 PRENDER GHAST ROAD SECUNDERABAD TELANGANA - 500 003 INDIA
Email Id	cs tpl@tataprojects.com
Whether listed or no	Unlisted
Company Status (for e filing)	Active



CERTIFIED TRUE COPY

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

7 JUL 2017

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Ministry of Corporate Affairs
Company Matters

Company Name: TATA TRADING LIMITED
 Registered Office: ...
 Director: ...
 Shareholder: ...
 ...



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भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, आंध्र प्रदेश

कम्पनी अधिनियम, 1956 की धारा 18(3)
राज्य परिवर्तित करने के संबंध में, कम्पनी विधि बोर्ड के आदेश के पंजीकरण से संबंधित प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L45203AP1979PLC057431
मेसर्स TATA PROJECTS LIMITED

ने अपने विशेष विनिश्चय द्वारा, इसके पंजीकृत कार्यालय को महाराष्ट्र राज्य से आंध्र प्रदेश राज्य में स्थानान्तरित करने के निमित्त अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है और इस परिवर्तन की पुष्टि

Company Law Board, Mumbai, Western Region

के दिनांक 12/01/2007 के आदेश द्वारा किए जाने पर,

मैं, यह सत्यापित करता हूँ कि उक्त आदेश की सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है।

मेरे हस्ताक्षर द्वारा हैदराबाद में, यह प्रमाण-पत्र, आज दिनांक चार फरवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Andhra Pradesh

SECTION 18(3) OF THE COMPANIES ACT, 1956
Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : L45203AP1979PLC057431

M/s TATA PROJECTS LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Maharashtra to the Andhra Pradesh and such alteration having been confirmed by an order of Company Law Board, Mumbai, Western Region bearing the date 12/01/2007.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Hyderabad this Fourth day of February Two Thousand Eight.



Richard Henry
(RICHARD HENRY)

कम्पनी रजिस्ट्रार / Registrar of Companies
आंध्र प्रदेश
Andhra Pradesh

कम्पनी रजिस्ट्रार के कार्यालय अधिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

TATA PROJECTS LIMITED
SURUDAYANA, 10-50/3, BEGI MPET,
HYDERABAD-500016
Andhra Pradesh, INDIA

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

Dr. A. Raja Mogili
Dr. A. RAJA MOGILI
COMPANY SECRETARY

CERTIFIED TRUE COPY

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

7 JUL 2008



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भारत गणराज्य-संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

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संघीय प्रजासत्ताक

संघीय प्रजासत्ताक

GOVERNMENT OF INDIA

MINISTRY OF REVENUE

NOTARY

NOTARY

NOTARY

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No. 21034.

कारबार प्रारम्भ करने के लिए प्रमाण-पत्र
Certificate for Commencement of Business

कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसंधान में
Pursuant of Section 149 (3) of the Companies Act, 1956

में एतद्वारा प्रमाणित करता हूँ कि.....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख.....को नियमित की गई थी और जिसने आज विहित प्रारूप में सम्पूर्ण रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149(1) (क) से लेकर (घ) तक/149(2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारंभ करने की हकदार है।

I hereby certify that the..... **TATA PROJECTS LIMITED**

which was incorporated under the Companies Act, 1956, on the..... **TWENTIETH** day of..... **FEBRUARY**..... **1979**, and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149(1) (a) to (d)/149(2)(a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख.....को में दिया गया।

Given under my hand at..... **BOMBAY** this..... **TWENTY-FOURTH** day of..... **MARCH**..... One thousand nine hundred and..... **SEVENTY-NINE**.

(Signature)
(D. BISWAS)

कम्पनियों का रजिस्ट्रार
Registrar of Companies



प्रभास 26-77-भासमुटेक—(सि-275)—29-7-76—7,000.
MSIPTC-29, Genl Admin/76-76-PTC—(C-275)—29-7-76—7,000.

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

(Signature)
Dr. A. RAJ MOGILI
COMPANY SECRETARY



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भारत सरकार
केन्द्रीय प्रशासनिक विभाग
नई दिल्ली

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प्रारूप ० आई ० आर ०

Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता. 21034 का सं. 79
No. 21034 of 1979

मैं एतद्वारा प्रमाणित करता हूँ कि आज

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that TATA PROJECTS LIMITED

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

मेरे हस्ताक्षर से आज ता. को दिया गया।

Given under my hand at BOMBAY this TWENTIETH day of FEBRUARY One thousand nine hundred and SEVENTY-NINE



(D. J. BISWAS)
कम्पनियों का रजिस्ट्रार
Registrar of Companies

बे० एस० सी०-1
J. S. C-1

प्रभासमुखा 19 जनवरी 1979-77-भास नं०-क-(सी-566)-7-1-77-10,000
MGIPTC-35-19-79-GIPTC-7-1-77-10,000

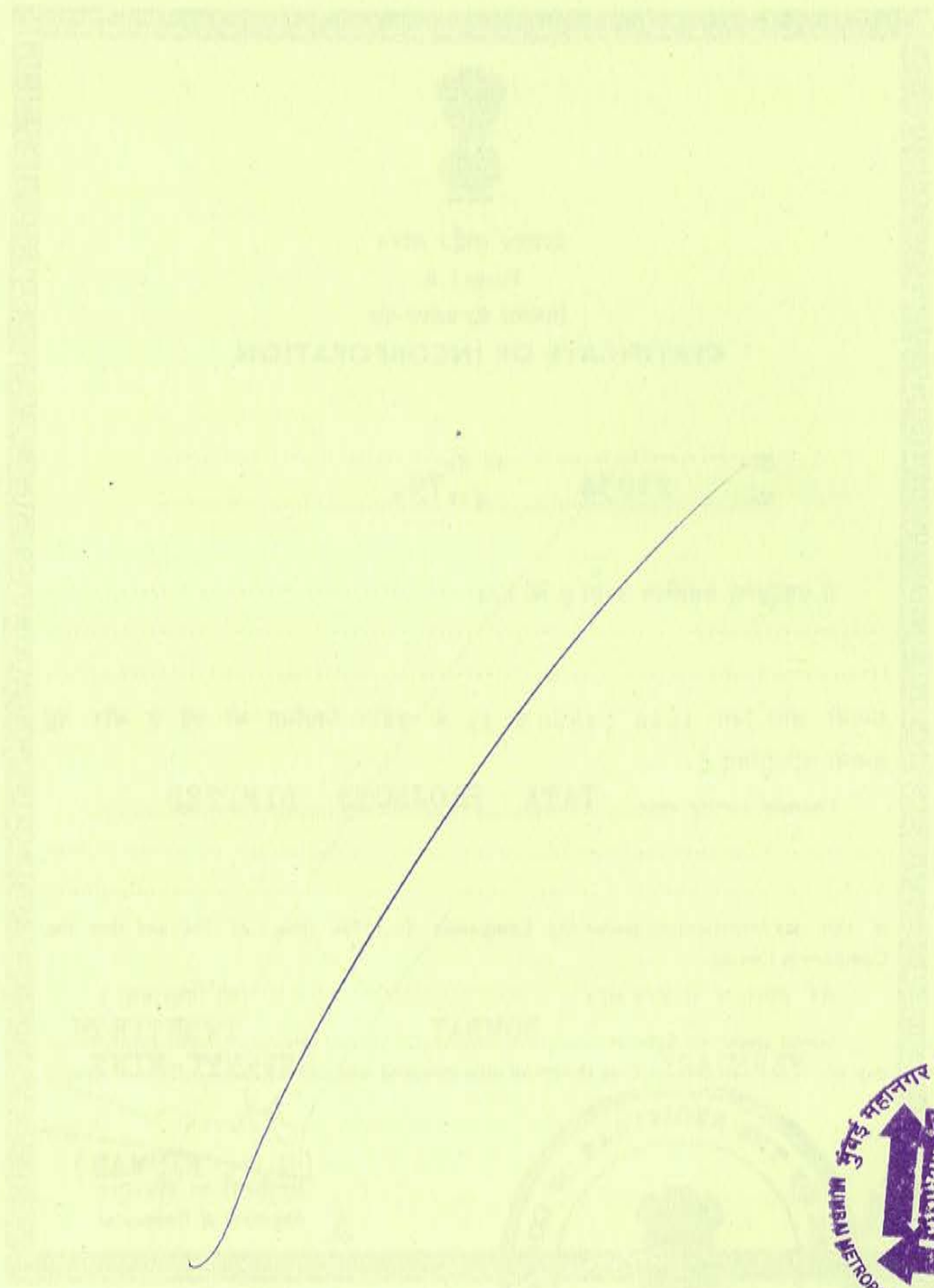


10,000. CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

Dr. A. RAJA MOOILI
COMPANY SECRETARY



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MEMORANDUM OF ASSOCIATION
OF
TATA PROJECTS LIMITED

**AN INDEX
TO
MEMORANDUM OF ASSOCIATION
OF
TATA PROJECTS LIMITED**

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The Objects Clause	III	1
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Persons whose names have been subscribed as members in pursuance of this Memorandum of Association of the Company		9-10



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MEMORANDUM OF ASSOCIATION
OF
TATA PROJECTS LIMITED



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MEMORANDUM OF ASSOCIATION OF TATA PROJECTS LIMITED

- I. The name of the Company is **TATA PROJECTS LIMITED**.
- II The Registered Office of the Company is situated in the State of Telangana *.
- III. The objects for which the Company is established are

A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :-

- (1) To bid for, construct, execute, carry out, equip, improve, work, develop, administer, manage or control works and conveniences of all kinds, whether for any Government, Public Body, Local Authority, Company or individual, including, but not restricted to, railways, tramways, docks, harbours, piers, wharves canals, reservoirs, embankments, irrigations, reclamation, improvement sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works and hotels warehouses, markets buildings and all other works or conveniences of public or private utility; and generally to carry on the business of specialists, engineers, designers, architects, Surveyors, estimators and builders and contractors, in all their respective branches in any part of the world.

To carry on the business of mechanical engineers, electrical engineers, sanitary and water engineers, plumbers, brass-founders, metal workers, boiler-makers, millwrights, machinists, smiths and toolmakers and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machinery, implements, rolling-stock and hardware of all kinds.

- (3) To carry on the business of engineering consultants to administrations, organisations, undertakings, institutions, industry and business, and to undertake preliminary planning, site development studies, feasibility reports, design engineering, procurement, factory inspection, construction management, trial and acceptance testing, operator training, plant betterment services, etc. including technical and specialised advice on projects

B. OBJECTS ANCILLARY OR INCIDENTAL TO THE ATTAINMENT OF THE MAIN OBJECTS:-

- (4) To carry on the business of advisers and consultants on all matters and problems relating to the administration, organisation, finance management, personnel commencement or expansion of industry and business, and of institutions, concerns, bodies, associations (incorporated or unincorporated), departments and services of the Government, public or local authorities, trusts, scientific research and development centers.
- (5) To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm or company, carrying on or engaged in, or about to carry on or engaging, any business or transaction which this Company is authorised to carry on or engage in, or any business undertaking or transaction which may seem capable of being carried on or conducted, or as directly or indirectly to benefit the

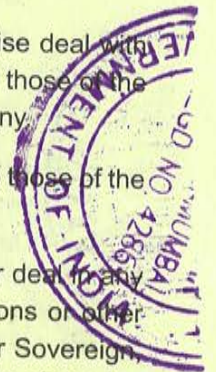
* Pursuant to the order dated 12th January 2007, passed by the Company Law Board, Western Region, Mumbai, in the Company petition No.818/17/CLB/WR/2006, the Registered Office of the Company was shifted from the State of Maharashtra to the State of Andhra Pradesh.

* Pursuant to the formation of State of Telangana w.e.f. 2nd June 2014 by virtue of enactment of State of Telangana Formation Act 2014.



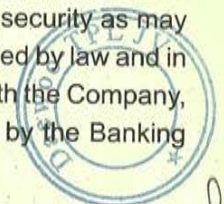
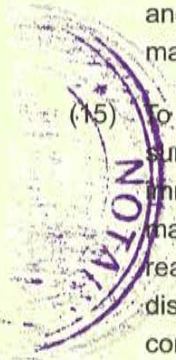
Company; and to lend money to guarantee the contracts of or otherwise assist any such person, firm or company, and to take or otherwise acquire and hold shares or securities of any such person firm or company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

- (6) To acquire and undertake the whole or any part of the goodwill, business, concern, undertaking, property, rights, assets and liabilities of any person, firm association, society, company or corporation carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of this Company and to pay for the same by shares or debentures of this Company, or by cash or otherwise, or partly in one way and partly in another or others, and to conduct, expand and develop or windup and liquidate such business and to purchase and take steps for the acquisition of existing and new licenses in connection with any such business.
- (7) To form, establish, promote, subsidise, aid, acquire, organise, or be interested in any other company or companies, syndicate or partnership for the purpose of acquiring all or any of the undertaking, property and liabilities of the Company or of any share therein by way of exchange for its shares or otherwise or for any purpose which may seem calculated directly or indirectly to benefit the Company.
- (8) To take or otherwise acquire and hold, sell, exchange mortgage, charge or otherwise deal with shares or stock of any other Company having objects altogether or in part similar to those of the Company or otherwise as may be likely either directly or indirectly to benefit the Company.
- (9) To amalgamate with any other Company having objects altogether or in part similar to those of the Company or otherwise.
- (10) To take, purchase, subscribe for or acquire by exchange or otherwise and to hold or deal in any shares (whether fully or partly paid), stock, debentures, debentures stock, obligations or other securities in or of any other company, or which are issued by any authority whether Sovereign, Governmental, corporate, municipal, local or otherwise, in India or elsewhere and to cause the same or any of them to be vested in or held by a nominee or nominees for and on behalf of the Company and upon a distribution of assets or division of profits, to distribute any shares, stock, debentures, debentures stock, obligations or other securities amongst the members of the Company, in specie, which shall not amount to a reduction of the capital of the Company.
- (11) To enter into negotiations with companies and other persons and acquire by grant purchase, lease, barter, license or otherwise, other rights and benefits and to obtain financial and/or technical collaboration, technical information know-how and expert advice for the conduct of the Company's business.
- (12) To apply for, purchase or otherwise acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent rights, brevets d'invention, recipes, formulae, licenses, concessions trade marks, designs and the like conferring any exclusive or nonexclusive or limited right of use, or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use exercise, develop, manufacture under, or grant licenses or privileges in respect of or otherwise to turn to account the property, rights or information, use or license so acquired, and to sell, lease, take part in or assist in any experiments investigations and researches likely to prove beneficial to the company.



[Handwritten signature]

- (13) To purchase, take in exchange or on lease, rent, hire, lease out occupy, allow to be occupied or otherwise and use any free hold, lease hold or other immovable properties and any lands, forest, plantations, estates shops, warehouses, show-rooms, workshops, offices, buildings, premises, works plants and machinery, stock-in- trade, water-waste, easements or other rights or interests in any land, buildings and premises or any other immovable or movable, real or personal property or right which the Company may think necessary or convenient for the purpose of its business and as to any real property either in consideration of a gross sum or of a rent charged in cash, services or kind or on perpetual lease rent or partly in one way and partly in another or others.
- (14) On any land or waterways, purchased, leased or otherwise, acquired, to erect, build, construct, improve, maintain, develop, alter, enlarge, pull down, replace work or manage, any buildings, houses, mills, factories, works, engine houses, boiler houses, shops, workshops, offices, warehouses, show-rooms, refreshment rooms, lavatories and other conveniences, cottages and any other buildings with engines, boilers, lights and power generating plant and other fixtures and fittings and apparatus for working and turning machinery and for the comfort and accommodation of working people, and roadways, railways and tramway branches or sidings and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interest and to contribute to, subsidised or otherwise assist or take part in the construction, improvement maintenance, working, management, carrying out or control thereof.
- (15) To improve, manage, develop, mortgage, charge, sell, transfer, exchange, lease, under-lease, surrender or otherwise deal with, dispose of or turn to account, all or any part of the business, immovable or moveable property, rights and effects for the time being of the Company in such manner, on such terms and for such purposes as the Company may think fit and as to any sale of real property either in consideration of a gross sum or of a rent or otherwise and to sell, transfer or dispose of the whole undertaking of the company or any part thereof, for cash or such other consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company, or otherwise.
- (16) To borrow, raise and secure the payment and repayment of money for any of the purposes of the Company's business or otherwise, in such manner as the Company shall think fit, and in particular, by the issue of redeemable preference shares, mortgage debentures or debenture stock, perpetual or otherwise and issuable or payable at par, or at a premium, or discount and repayable by periodical drawings or otherwise, to bearer or otherwise, charged upon all or any of the Company's undertaking and/or property (both present and future and moveable or immovable) or by other obligations or securities of the Company or by mortgage or charge on all or any part of the property of the Company present and future, moveable or immovable including its uncalled capital or without any charge, and to purchase, redeem or pay off, cancel and discharge any such securities.
- (17) To receive money on deposit from and to lend moneys to any person, firm, association, society, company or corporation at interest or otherwise and on such terms and on such security as may seem expedient or without any security and in accordance with and so far as allowed by law and in particular to members or customers and others having or likely to have dealings with the Company, provided that the Company shall not carry on any banking business as defined by the Banking Regulation Act, 1949.



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- (18) To draw, make accept, endorse, discount, execute, retire, discharge, negotiate, issue and honour bills of exchange, cheques, promissory notes, bills of lading, dock and warehouse warrants, rail receipts, air and/or motor way bills and other negotiable semi negotiable or transferable instruments or securities.
- (19) To open and operate current, overdraft, loan, cash, credit, or deposit account or accounts with any bank, company, firm or person.
- (20) To lend out, deposit, invest and deal with the moneys of the Company not immediately required with or without interest or security, in such manner and upon such terms as may from time to time be determined by the Directors.
- (21) To incur debts and obligations for the conduct of any business of the Company, and to purchase or hire goods, materials or machinery on credit or otherwise for any business or purpose of the Company.
- (22) To guarantee the payment of money, unsecured or secured by or payable under or in respect of bonds, debentures, debenture-stocks, contracts, mortgages, charges, obligations and other securities of any company or of any authority, Central, State, Municipal, Local or otherwise, or of any person whomsoever, whether incorporated or not and generally to transact all kinds of guarantee business, to guarantee the issue of or the payment of interest on debentures, debenture stocks or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and under-writing in respect of any such issue.
- (23) To establish, maintain and conduct or discontinue or close agencies and branches and appoint representatives, agents, stockiest, distributors, dealers and brokers in any part of the world for the conduct of the business of the Company or for the purchase, sale, exchange or hire either for ready delivery or future, all types of machinery, merchandise, commodities, goods, wares, materials, produce, products, articles and things required for, dealt in or at the disposal of the Company and to carry on business as general sales and handling agents and contractors in the course of the business of the Company.
- (24) To employ or otherwise, appoint technical experts engineers, mechanics, foremen, skilled, semi-skilled and unskilled labour for any of the purposes of the business of the Company.
- (25) To establish, provide, maintain and conduct or otherwise subsidise research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical researches experiments and test of all kinds and to undertake and carry out research and investigations, to process, improve and invent new and better techniques and methods of manufacturing any products and improving or securing any process or processes, patent or patents copy-rights which the Company may acquire or deal with and to promote studies, researches, surveys and investigations, both scientific and technical, by providing, subsidising, endowing or assisting laboratories, schools, colleges, universities, workshops, libraries, lectures, meetings, exhibitions and conferences and by providing for the remuneration of scientists, scientific or technical personnel or teachers, research workers and inventors or otherwise generally to encourage promote and reward studies, researches, experiments, tests and inventions of any kind which may be considered likely to assist any of the businesses of the Company.
- (26) To adopt such means of making known any business dealt in by the Company and the services provided by the Company as may seem expedient; to purchase and acquire shares or part or interest,



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to register and establish and protect trade marks, to publish books and periodicals, to grant prizes and awards and to participate in national and international exhibitions and in other similar manner.

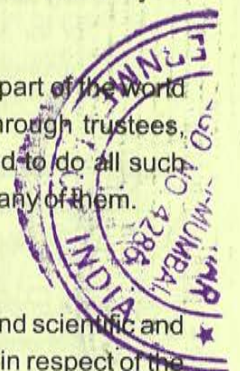
- (27) To continue, establish and support or aid in the establishment or support of co-operative societies, associations and other institutions funds, trusts amenities and conveniences and at its discretion to grant bonuses, pensions and allowances and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects, also to remunerate by cash or other assets or by the allotment of shares credited as fully or partly paid up or in any other manner (so far as by law allowed) any part for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of any of its business.
- (28) To donate, contribute, subscribe, promote, support or aid or otherwise assist or guarantee money to any 'charitable, benevolent, religious, scientific, national public or other institutions, funds or objects or for any exhibition or for any public, general or other objects and to become a member of any business trade commercial and/or industrial association, institution or organization for promotion of the Company's interest or otherwise.
- (29) To undertake, carry out promote sponsor or assist directly or in any other manner, any agribusiness or other programmes, including any programme for promoting the social and economics development and welfare of, or the uplift of, the public in any rural area.
- (30) To undertake, carry out, promote, sponsor or assist directly or in any other manner, any activity for the promotion and growth of the national economy and national welfare and to discharge what the Directors consider to be the social and moral responsibilities of the Company to the consumers, employees, shareholders and to the public.
- (31) To provide for the welfare of any of the employees or past employees of the Company including Directors or ex-Directors and the wives, widows, families, dependants or connections of such persons by grants of money, donations, allowances, bonuses or other payments from time to time; or by creating and from time to time subscribing to provident and other funds, institutions, associations or trusts, and by providing, subscribing or contributing towards places of recreation, schools and other educational institutions, hospitals, dispensaries, medical and other attendances or building of dwelling houses or quarters or in similar other manner as the Company may think fit.
- (32) To create any Depreciation Fund, Reserve Fund Sinking Fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interests of the Company.
- (33) To place, to reserve or to distribute as bonus-shares among the members, or otherwise to apply as the Company may from time to time think fit, any moneys received by way of premium on shares or debentures issued at a premium by the Company and any moneys received in respect of forfeited shares and money arising from the sale by the Company of forfeited shares.
- (34) Subject to the provisions of the Companies Act, 1956, to distribute among the members in specie or kind or to gift in favour of any person, firm, body corporate or institution, any property of the company or any proceeds of sale or disposal of any property of the company.



- (35) To refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third parties to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
- (36) To pay all or any expenses incurred in connection with the formation, promotion or incorporation of this Company or any other company or of and incidental to the winding up of any company the whole or part of the property whereof is acquired by this Company.
- (37) To procure the incorporation, registration or other recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of Company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (38) To do all or any of the above things in all or any of the states in India and /or in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others, and to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

C. OTHER OBJECTS :

- (39) To advise on, assist in or arrange explorations, surveys, experiments, researches and scientific and other studies. To render other special services, including but not limited to services in respect of the cultivation, marketing, transportation, sale, storage, preservation and promotion of agricultural produce and products and the mechanization of agricultural operations.
- (40) To manufacture, assemble, purchase, import, export, lease or otherwise acquire and to sell, hire, distribute use, deal, in and otherwise dispose of plant, machinery, equipment materials, necessary things and apparatus of every description for industrial, commercial and domestic use for or appertaining to wireless transmitting and receiving sets, telegraphy, telephony, radio and television receiving and board casting sets, cameras and equipment, gramophones, phonographs, radiograms tape and wire recorders, transmission lines, terminals, machines for facsimile transmission mechanical and/or electrical reproduction of sound, stereo and hi-fi systems and equipments, gramophones records and disc, disc-cassettes, microphones, loudspeakers, word processing equipments typewriters, speaker systems, ear-phones, head-phones and cassettes and cartridges, thereof, audio visual and electronic equipment of every sort and kind and other media for the recording receiving amplifying, transmitting, and reproduction of sound and all materials, accessories and articles of every kind and character used in connection therewith.
- (41) To manufacture, produce, buy, sell, and to otherwise acquire and dispose of and to otherwise deal with optical, photo- electric, photo-chemical and photographic equipment including projectors, dioscopes, video recording and reproducing apparatus and equipments.
- (42) To produce, manufacture, service, repair, maintain and otherwise deal in domestic electrical appliances including fans, refrigerators, cold storage equipment, air conditions, air-coolers, cookers, ovens, and other cooking appliances, mixers, grinders and liquidisers.



- (43) To manufacture, put up and use telephones, telegraphs (wireless or otherwise), dynamos, motors and all apparatus now known or that may hereafter be invented, connected with the generation, accumulation, distribution, supply and employment of electricity or any power that can be used as a substitute therefor including all cables, wires, appliances for connecting apparatus at a distance with other apparatus and including the formation of exchanges or centres.
- (44) To carry on the business of manufacturers of all types of machinery, instruments, appliances and components in the field of electrical, electronic, mechanical or chemical engineering.
- (45) To generate, transmit, distribute and supply electricity and to produce, buy, sell or otherwise deal with generators, transformers, insulation materials, insulators armatures, commutators, boilers, pumps turbines, engines, circuit-breakers, accumulators and all apparatus and ancillaries in relation thereto.
- (46) To carry on the business of mechanical, electrical, electronic, civil, aeronautical, marine, metallurgical, mining, chemical, engineers and fabricators, contractors, technical consultants, architects, toolmakers, ferrous and non-ferrous meltors, smelters, alloyers, forging manufacturers and processors, rollers and re-rollers, annealers, enamelers electroplators, welders and hardware manufacturers.
- (47) To manufacture, produce, buy, sell, import, export process and otherwise deal in medical, anatomical, orthopaedic, prosthetic, prophylactic, hospital aids and appliances, instruments whether surgical, scientific, mathematical, industrial surveying and drawing instruments or otherwise, appliances, equipment of all kinds including weighing machines and devices for measuring, indicating, recording and regulating pressure, temperature, rate of flow, and levels as well as other items, products, goods, materials and things, produced, manufactured utilized or required in miscellaneous mechanical and engineering industries including plastic injection and/or moulded goods and the like.
- (48) To carry on the business of manufacturers, buyers, sellers, exporters and importers and dealers in paper of all kinds, and articles made from paper or pulp, and materials used in the manufacture or treatment of paper, including card-board, mill-board, packing paper and wall and ceiling papers.
- (49) To carry on the business of manufacturers, makers of buyers, sellers, exporters, importers and dealers in and to obtain, exchange and let on hire containers, packages, receptacles, packing materials, and all kinds of other articles, materials, substances and things.
- (50) To carry on all or any of the aforesaid businesses either as the principal business of the Company or as a separate or additional business, and to carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value or to render profitable any of the Company's properties or rights.
- (51) To act traveling agents, tourist agents, transport agents, and to arrange the recruitment and arrange employment for the technicians in the foreign countries.
- (52) To have hotels, motels and refreshment rooms and to act as brokers, commission agents, selling agents, on behalf of any principal and to act as estate agents.



- (53) To construct industrial estates and housing colonies and to dispose them off or deal with them as may be decided by the company.
- (54) To maintain training centers for artisans, carpenters, electricians, plumbers, workers and for the staff proposed to be recruited by this company or on behalf of any other company.
- (55) To have agriculture farms, poultry farms, orchards and to do the business of canning fruits, vegetables, fish and meat.
- IV. The liability of the members is limited.
- *V. The Authorized Share Capital of the Company is Rs.25,00,00,000/- (Rupees Twenty Five Crores only) divided into 25,00,000 (Twenty Five Lakhs only) Equity Shares of Rs.100/- each (Rupees One Hundred each) with the rights, privileges and conditions attached thereto as per the relevant provisions contained in that behalf in the Articles of Association of the Company and with power to increase or reduce the same and to divide the shares in the capital for the time being into several classes (being those specified in the Companies Act, 1956) and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being in force, and to vary, modify, enlarge or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act or provided by the Articles of Association of the Company for the time being in force.



We the several persons whose names and addresses are hereunder 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 set opposite our respective names :

Names, Addresses, Descriptions and Occupations of the Subscribers	Number of Shares taken by each Subscriber	Names, Addresses, Descriptions and Occupation of the Witnesses
TATA SONS LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company Sd/- M.H. Mody Chief Executive Officer	(1) ONE EQUITY	
TATA ENGINEERING & LOCOMOTIVE COMPANY LTD. Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company Sd/- J. E. TALAULICAR Joint Managing Director	(1) ONE EQUITY	
THE TATA IRON & STEEL COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company Sd/- S. A. SABAVALA Director	(1) ONE EQUITY	
THE INDIAN HOTELS COMPANY LIMITED Taj Mahal Hotel, Apollo Bunder Bombay - 400 039. Public Limited Company Sd/- T. S. NATARAJAN Dy. Managing Director	(1) ONE EQUITY	P. K. S. S. IYER Tata Electric Companies 24, Homi Mody Street, Bombay - 400 023.
TATA EXPORTS LIMITED Block 'A' Shivsagar Estate, Dr. Annie Besant Road, Bombay - 400 018. Public Limited Company Sd/- B. NEHRU Managing Director	(1) ONE EQUITY	Son of late Krishna Iyer Service Sd/- (P. K. S. S. Iyer)
THE TATA HYDRO-ELECTIC POWER SUPPLY COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company Sd/- K. M. GHERDA Director	(1) ONE EQUITY	
THE TATA POWER COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company Sd/- K. M. GHERDA Director	(1) ONE EQUITY	



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Names, Addresses, Descriptions and Occupations of the Subscribers	Number of Shares taken by each Subscriber	Names, Addresses, Descriptions and Occupation of the Witnesses
THE ANDHRA VALLEY POWER SUPPLY COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company Sd/- K. M. GHERDA Director	(1) ONE EQUITY	
THE SVADESHI MILLS COMPANY LTD. Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company Sd/- H. N. VAZIFDAR Joint Managing Director	(1) ONE EQUITY	
THE AHMEDABAD ADVANCE MILLS LTD. Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company Sd/- Dr. F. A. MEHTA Vice-Chairman & Managing Director	(1) ONE EQUITY	
TATA CHEMICALS LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company Sd/- D. S. SETH Dy. Chairman & Managing Director	(1) ONE EQUITY	P. K. S. S. IYER Tata Electric Companies 24, Homi Mody Street, Bombay - 400 023. Son of late Krishna Iyer Service Sd/- (P. K. S. S. Iyer)
THE TATA OIL MILLS COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company Sd/- K. S. HINGE Joint Managing Director	(1) ONE EQUITY	
VOLTAS LIMITED 19, J. N. Heredia Marg, Ballard Estate Bombay - 400 038. Public Limited Company Sd/- A. H. TOBACOWALA Managing Director	(1) ONE EQUITY	
TATA-ROBINS-FRASER LIMITED 11, Station Road, Burma Mines, Jamshedpur - 831 007. Public Limited Company Sd/- H. P. BODHANWALLA Chairman & Managing Director	(1) ONE EQUITY	

Bombay, Dated this 14th day of February 1979.

AN INDEX
TO
ARTICLES OF ASSOCIATION
OF

TATA PROJECTS LIMITED

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**ARTICLES OF ASSOCIATION
OF
TATA PROJECTS LIMITED
CHAPTER - I**

- 1 All the regulations of table A in Schedule I of the Companies Act, 1956, shall be deemed to be incorporated with these articles and to apply to the Company insofar as they are not inconsistent with the provisions of the following articles.
- 2 The Authorized Share Capital of the Company is Rs.25,00,00,000/- (Rupees Twenty Five Crores only) divided into 25,00,000 (Twenty Five Lakhs only) Equity Share of Rs.100/-each (Rupees One Hundred each)
3. Subject to provisions of section 80 of the Act, the company shall have the power to issue preference shares which at the option of the Company, are liable to be redeemed on or within the expiry of a period of 10 years from the date of its issue and the resolution authorizing such issue shall prescribe the manner terms and conditions of redemption".
4. On the issue of Redeemable Preference Shares under the provisions of Article 3 hereof, the following provisions shall take effect: -
- (a) no such shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption;
- (b) no such shares shall be redeemed unless they are fully paid;
- (c) the premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's Share Premium Account before the shares are redeemed;
- (d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall be out of profits which would otherwise have been available for dividend be transferred to a reserve fund to be called Capital Redemption Reserve Account, a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid up share capital of the Company.
5. The shares shall be under the discretion and control of the Directors who may allot or otherwise dispose of the same to such persons in such proportions and on such terms and conditions and at such times as the Directors may deem fit.
- (A) The Shares of the Company may also be in dematerialized form.
- (B) If the shares of the Company are in dematerialized form the member is not entitled to shares in physical form.
- (C) The dematerialized shares of the Company may be consolidated or subdivided as may be required.

Table "A" to apply subject to certain exceptions

(Amended vide resolution adopted in AGM held on 15.09.2008)

Redeemable Preference shares

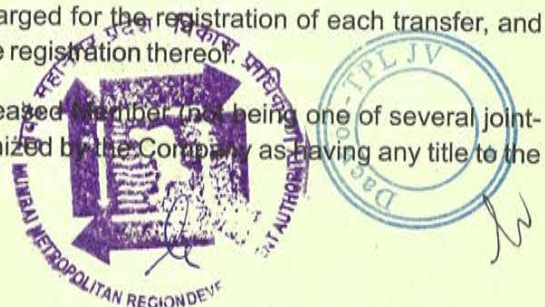
Provisions to apply on issue of Redeemable Preference shares

Shares under control of Directors

Dematerialization of Shares (inserted vide resolution adopted in 27th AGM held on 26-07-2006.)



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6. If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid he shall be liable to pay interest on the same from the day appointed for the payment thereof to the day of actual payment date at such rate as shall from time to time be fixed by the Board not exceeding 12 percent per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.
7. Save as provided in Section 108 of the Act, no transfer of a share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with certificate and if no such certificate is in existence, the letter of allotment of the share. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.
8. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that where such application is made by the transferor no registration shall in the case of a partly paid share be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 110 of the Act and subject to the provisions of these Articles of the Company shall, unless objection is made by the transferee, within two week from the date of receipt of the notice enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.
9. The instrument of transfer of any share shall be in writing in the usual prescribed form or in such other form as the Directors may decide.
10. Subject to the provisions of section 111 of the Act, the Board may at its absolute and uncontrolled discretion, without assigning any reason for such refusal refuse to register any transfer or the transmission by operation of law.
11. No transfer shall be made to an insolvent or person of unsound mind.
12. Every instrument of transfer shall be left at the office for registration, accompanied by the share certificate to be transferred and if no such certificate is in existence, by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his rights to transfer the shares. Every instrument of transfer which is registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.
13. If the Board refuses whether in pursuance of Article 10 or otherwise to register the transfer or the transmission by operation of law of the right to any share, the Company shall, give notice of the refusal in accordance with the provisions of section 111 of the Act.
14. A fee not exceeding Rs. 2/- may be charged for the registration of each transfer, and shall, if required by Board, be paid before registration thereof.
15. The executor or administrator of a deceased member (not being one of several joint-holders) shall be the only person recognized by the Company as having any title to the



- Quorum for General Meetings** 21 Five Persons present in person shall be quorum for a General Meeting. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.
- Resolution by circulation of members** 22 Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice and attend and vote at General Meetings and shall be as effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the like form each signed by one or more persons.
- If quorum not present meeting to be dissolved or adjourned.** 23 If, at the expiration of half an hour from the time appointed for holding a Meeting of the Company, quorum is not present, the Meeting, if convened by or upon the requisition of Members, shall stand dissolved, but in any other case the Meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place within the city, town or village in which the Registered Office of the Company is situated as the Board may determine and if at such adjourned Meeting also the quorum is not present at the expiration of half an hour from the time appointed for holding the Meeting, the Members present in person or through proxy shall be the quorum and may transact the business for which the Meeting was convened.
- Number of Votes to which Members entitled.** 24 Subject to the Provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every Member shall be entitled to be present and to speak and vote at such Meeting, and on a show of hands every Member present in person or by proxy shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid up equity share capital of the Company, Provided, however, if any preference shareholder be present at any meeting of the Company save as provided in clause (b) of sub-section (2) of Section 87, he shall have a right to vote only on resolution placed before the Meeting which directly affect rights attached to his preference shares.
- Votes in respect of Shares of deceased Members and voting by Members non Compos mentis and minors** 25 Any person entitled under the Transmission Article to Transfer any shares may vote at any General Meeting in respect thereof in the same manner if he were registered holder of such shares, provided that forty eight hours at least before the time of holding the Meeting or adjourned Meeting, as the case may be, at which he proposes to vote shall satisfy the Board, of his right to transfer such shares unless the Board shall have previously admitted his right to vote at such Meeting in respect thereof. If any Member be a lunatic, idiot or non compos mentis, may vote whether on a show of hands or at a poll by his committee, curator bonis or other legal curator and such last mentioned persons may give their votes by proxy.
- Number of Directors.** 26 Until otherwise determined by Special Resolution the number of the Directors of the Company shall not be less than four, and not more than 15.

The first Directors of the Company shall be

1. Mr. K.M. Chinnappa
2. Mr. A.H. Tobaccowala
3. Mr. A.B. Kerkar



4. Mr. F K Kavarana
5. Mr. B Nehru
6. Dr. M D Daver
7. Mr. H P Bodhanwalla
8. Mr. S P Manaktala
9. Mr. A.R. Jagannathan
10. Mr. S.R. Subbaraman
11. Mr. R. Prabhakar

First Directors

27 Subject to provisions of Sections 260, 261, 262, 264 and 284(6) of the Act, the Board shall have power at any time and from time to time, to appoint a person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum fixed above.

Directors' powers to fill casual vacancies and to add to the Board.

28 The Board may appoint an Alternate Director recommended for such appointment by the Director, (hereinafter called the 'Original Director'), to act for him during the absence for a period of not less than three months from the State in which the Meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office as such, for a longer period than that is permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to the said State. If the terms of office of Original Director are determined before, and so returns to the said State, any provision in the Act or in these Articles for the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.

Alternate Director.

29 A Director shall not be required to hold any qualification share.

Qualification of Directors.

29A The meetings of Board of Directors or Committee of Board of Directors may be held at any place in or outside India or by way of teleconference or through any other medium as may be permitted under the Act. The Directors may participate in such meetings through electronic mode as may be permitted by law, subject to compliance by the Company as also the Directors with the conditions as may be prescribed by the Government in this regard from time to time and they may adjourn and otherwise regulate their meetings and proceedings as they deem fit and also be paid remuneration as may be applicable in respect of any meeting of Board of Directors / Committee of Board of Directors as permitted under the Articles of Association."

(inserted vide resolution adopted in 34th AGM held on 26-09-2013.)

30 Unless otherwise determined by the Company in General Meetings each Director shall be entitled to receive out of funds of the Company for his services of attending Meetings of the Board or of a Committee of the Board, such fee as the Board of Directors of the Company may from time to time determine not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each such Meeting attended.

Fee for attending Meeting and Expenses

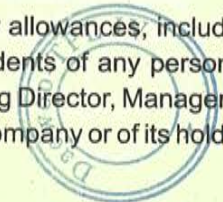
31 Subject to the provisions of Sections 309 and 311 of the Act, the Board shall have power to pay such remuneration to a Director for his services, whole time or part time, to the Company or for services of an advisory or other nature rendered by him as may be determined by the Board. If a Director being willing shall be called upon to perform

Remuneration of Directors.



extra services, or to make any special exertions in going to or residing at a place other than the place where the office of the Company is situated or where such Director usually resides, or otherwise on the Company's business or for any of the purposes of the Company, then subject to the provisions of sections 309 to 311 of the Act, the Board shall have power to pay to such Director such remuneration as may be determined by the Board.

- Non-retiring Directors.** 32 The Board of Directors of the Company shall from time to time be entitled to confer on such one or more persons as it, in its absolute discretion, may consider appropriate, the right to appoint one or more Directors (including themselves) but not exceeding one-third of the total numbers of Directors, as non-retiring Director or Directors, (that is to say a Director not liable to retirement by rotation and not liable to be elected by shareholders at General Meeting) with power in favour of such person or persons to remove the non-retiring Director originally appointed by him and to replace such appointee and otherwise to fill any casual or other vacancy which may arise for any reason in the office of such non-retiring Director.
- Quorum.** 33 Subject to Section 287 of the Act, the quorum for a Meeting of the Board shall be one-third of its total strength (excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one), or two Directors, whichever is higher.
- Resolution by Circulation.** 34 A Resolution in writing signed by all the Directors shall be as effective as a resolution passed at a Meeting of the Directors duly convened and held, and may consist of several documents in the like form each duly signed by one or more of the Directors.
- Powers of Directors** 35 The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other act or by the Memorandum or by the Article of the Company required to be exercised by the Company in General Meeting, subject to these Articles, Provisions of the Act, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting, shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- Deposits and Loans** 36 The Directors may from time to time accept deposits from Members (either in advance of calls or otherwise) and from other persons and generally raise or borrow any sums of money for the purpose of the Company from the Members or other persons, or the Directors may themselves advance money to the Company on such interest as may be approved by the Board of Directors.
- Repayment of moneys.** 37 The Directors may from time to time secure the payment of such money in such manner and upon such terms and conditions in all respects as they deem fit and in particular by the issue of debentures, or bonds of the Company or any mortgage, charge, hypothecation, pledge, lien or other security of all or any part or portion of the property of the Company and the uncalled capital for the time being.
- Pensions and annuities.** 38 The Directors may grant retiring pensions or annuities or other allowances, including allowances on death to any person or to the widow or dependents of any person in respect of services rendered by him to the Company as Managing Director, Manager, or as an officer or employee of the Company or of any subsidiary Company or of its holding



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Company (if any) notwithstanding that he may have been a Director of the Company and may make payments towards insurance or trust for such purposes in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

- 39 Subject to the provision of the Act and of this Article, the Board shall have the power to appoint and reappoint and from time to time to remove one or more persons as Managing Director or Managing Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director such of the powers hereby vested in the Board generally as it thinks fit and such power may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine. The remuneration of a Managing Director may be by way of a monthly payment, fee for each meeting or participation in the profits or by any or all these modes or any other mode not expressly prohibited by the Act. Subject to the provisions of the Act the Board of Directors shall be entitled upon such time as it appoints a Managing Director or Managing Directors to appoint any person as the Manager of the Company with power to remove and/or reappoint such Manager on such terms and conditions and on such remuneration as the Board may in its absolute discretion thinks fit. **Managing Director**
- 40 Subject as hereinafter provided, a Managing Director shall not while he continues to hold that office be subject to retirement by rotation. If he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director. **Special position of Managing Director**
- 41 The Company shall have a common seal and the Directors shall provide for the safe custody thereof. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors or a Committee of the Board and except in the presence of at least two Directors or of one Director and the Secretary and such Directors or Secretary shall sign every instrument to which the Seal be affixed in his presence. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed. **Common Seal**
- 42 Subject to the provisions of the Section 201 of the Act every Director, Manager and other officer or servant of the Company shall be indemnified by the Company and it shall be the duty of Directors out of the funds of the Company to pay, all costs, losses and expenses which any such officer or servant incur or become liable to by reason of any contract entered into or in any way in the discharges of his duties including expenses and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Manager, Officer or servants in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or he is acquitted, or in connection with any application under section 633 of the Act in which relief is granted by the Court and the amount for which such indemnity is provided shall immediately attach a lien on the property of the Company and have priority as between the Members over all other claims. **Indemnity**
- 43 Subject to the provisions of section 201 of the Act, no Director, Manager or other Officer of the Company shall be liable for the acts, receipts, neglects or for any Directors or officers or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficient or delinquency of title to any property **Individual responsibility of Directors**



acquired by order of the Directors, for or on behalf of the Company or for the insufficient or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities, or effects shall be deposited or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortunes whatever which shall happening execution of the duties of the office or in relation thereto unless the same happened through his own dishonesty.

Chairman and
Vice Chairman.

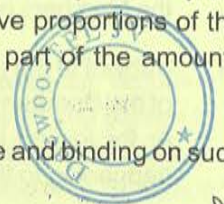
- 44 The Directors may from time to time elect one of the Directors to be the chairman of the Board. The Directors may appoint one of the Directors as Vice-Chairman of the Board, who shall preside overall Board and General Meetings of the Company, in the absence of the Chairman.

Capitalization
of Profits.

- 45 The Company in General Meeting may, upon the recommendation of the Board resolve :

- (i) that it is desirable to capitalize 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
- (ii) that such sum be accordingly set free for distribution in the manner specified in clause (b) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- (a) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in clause (c) either in or towards (i) paying up any amounts for the time being unpaid on any shares held by such members respectively, (ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to amongst such members in proportions aforesaid, or (iii) partly in the way specified in sub-clause (i) and partly in that specified in subclause(ii).
- (b) A Share premium account and a capital redemption reserve account may, for the purpose of this regulation, only be applied against unissued shares to be issued to members of the Company as fully paid bonus shares.
- (c) The Board shall give effect to the resolution passed by the Company in pursuance of this Regulation. Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- (i) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares if, any, and
- (ii) authorize 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 titled upon such capitalization or (as the case may required) for the payment by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares

Any Agreement made under such authority shall be effective and binding on such members.



CHAPTER - II

1. OVERRIDING EFFECT*

The provisions of these Articles 1 to 5 (of this Chapter II) shall have effect notwithstanding anything contained in the other provisions of these Articles. In the event of any conflict between the provisions of this Chapter II and the provisions of Chapter I, the provisions of this Chapter II shall prevail over Chapter I. Provided however that the provisions of this Chapter II shall, without further act or deed, cease to be effective on and from the date of receipt of final listing and trading approvals from the stock exchanges subsequent to the filing of prospectus by the Company with the Registrar of Companies in accordance with the Companies Act, 1956, (to the extent applicable), Companies Act, 2013, as amended from time to time (to the extent notified and applicable) and the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 as amended from time to time, in respect to the IPO.

1.1 Definitions

In these Articles, unless the context otherwise requires, the capitalised words and expressions used herein shall bear the meanings ascribed to them below:

"Act" shall mean the Companies Act, 1956 and the Companies Act, 2013 (as the case may be and to the extent applicable), as may be amended, modified, supplemented or re-enacted thereof from time to time and shall include any rules, regulations, circulars or directives issued by any Governmental Authority under the above enactments;

"Acceptance Period" shall have the meaning as ascribed in Article 2.2.3;

"Acceptance Notice" shall have the meaning as ascribed in Article 2.2.3;

"Connected Person" shall mean (i) in the case of any Shareholder, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with such Shareholder; and (ii) in the case of the Investors in addition to (i), any Person managing, or acting as investment advisor to the Investors or any investment funds that are managed by the Investors' investment manager or advised by the Investors' investment advisor or a general partner of any limited partnership that controls the Investors, provided that a portfolio company of the Investors shall not be considered Connected Persons of the Investors;

"Board" shall have the meaning as ascribed in Article 5.1.1;

"Board Meeting" shall have the meaning as ascribed in Article 5.3;

"Business Day" shall mean a day (other than Saturday, Sunday and a public holiday) on which banks are open for normal banking business in Hyderabad and Mumbai, India;

"Effective Date" shall mean the date on which these Articles are adopted by the Company in accordance with the provisions of the Act;

"Encumbrance" shall mean any mortgage, pledge, charge (whether fixed or floating), assignment, hypothecation, security interest, title retention, preferential right, option (including call commitment), trust arrangement, right of set-off, counterclaim or banker's lien, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor

* Inserted vide resolution adopted at 36th Annual General Meeting held on 3rd August 2015)



over another arising by operation of applicable law, privilege or priority of any kind having the effect of security or any interest, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Indian Law or agreement, arrangement or obligation to create any of the foregoing, whether imposed by contract, understanding or applicable law; and "Encumber" shall mean to create any one of them;

"Existing Shareholders" shall mean, collectively, Tata Sons Limited, The Tata Power Company Limited, Tata Chemicals Limited, Voltas Limited and Tata Industries Limited;

"Existing Shareholders Acceptance Notice" shall have the meaning as ascribed in Article 2.2.5;

"Exit" shall have the meaning as ascribed in Article 3.2;

"Exit Date" shall have the meaning as ascribed in Article 3.3;

"Governmental Authority" shall mean any nation, governmental or statutory authority, government department, any state or other instrumentality or political subdivision thereof (including any district or city), and any entity exercising executive, legislative, judicial, military, regulatory or administrative functions;

"Investors" shall mean, collectively, Tata Capital Limited and Omega TC Holding Pte Ltd;

"Investor Nominee Director" shall mean a non-executive director nominated by the Investors on the Board in accordance with these Articles;

"IPO" shall mean an offer for sale or issuance of Shares of the Company, which results in listing of the Shares on a Recognised Stock Exchange in accordance with Laws;

"IPO Committee" shall have the meaning as ascribed in Article 3.4.3;

"Laws" shall include all statutes, enactments, acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, court, tribunal, board or stock exchange recognized by any Governmental Authority in any relevant jurisdiction;

"Observer" shall have the meaning ascribed in Article 5.1.2;

"Offer Price" shall have the meaning as ascribed in Article 2.2.2;

"Person" shall include any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;

"Prohibited Transferee" shall mean a list of up to a maximum of five (5) Indian companies or Connected Persons, viz. companies which are predominantly held or controlled by persons resident in India and whose business interests are based out of India, and whose names are communicated in writing by Existing Shareholders to the Investors, provided that such list may be updated jointly by the Existing Shareholders from time to time but not more than once during a continuous period of twelve (12) months;

"ROFO Period" shall have the meaning as ascribed in Article 2.2.1;

"Sale Shares" shall have the meaning as ascribed in Article 2.2.2;

"Sale Notice" shall have the meaning as ascribed in Article 2.2.2;

"Sale Period" shall have the meaning as ascribed in Article 2.2.2;



"Shareholders" shall mean any Person who holds Shares;

"Shares" shall mean the equity shares of the Company presently having a face value of INR 100 (Rupees one hundred) per equity share;

"Tata Sons" shall mean Tata Sons Limited;

"Transfer" (including with correlative meaning, the terms "Transferred by" and "Transferability") shall mean to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way subject to any Encumbrance or dispose of, whether or not voluntarily; and

"Transfer Intimation" shall have the meaning as ascribed in Article 2.2.3.

1.2 Interpretation

In these Articles:

1.2.1 Words denoting the singular include the plural and vice versa;

1.2.2 Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

1.2.3 Words denoting any gender shall include all genders;

1.2.4 Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form;

1.2.5 The term 'include' shall mean 'include without limitation';

1.2.6 The headings in these Articles are for reference only and shall not affect the interpretation or construction hereof;

1.2.7 A time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If the last day of such period is not a Business Day, the due day for the relevant payment to be made or the act to be done shall be the next Business Day;

1.2.8 Any reference to the word 'procure' with respect to achieving a result shall mean exercise of all voting rights, contractual rights and other legal rights, including the right to appoint, nominate, remove, redesignate, replace or instruct any director, employee, official, consultant or representative, as may be required to achieve a result, but not mean achieving the result; and

1.2.9 Any reference in these Articles to any document and/ or agreement shall include any amendment, modification or re-enactment made thereof, from time to time.

2 TRANSFER RESTRICTIONS

2.1 Rules for transfer of Shares

2.1.1 The Investors shall not, directly or indirectly, Transfer the Shares held by them except in accordance with these Articles. Any Transfer in breach of these Articles, including this Article 2, shall be null and void, and shall not be binding on the Company.

2.1.2 The Company shall not, reflect on its books, any Transfer of Shares by any of the Investors to any Person, except when such Transfer is made in accordance with these Articles.



2.2 Right of First Offer

2.2.1 For a period of three (3) years from the Effective Date ("ROFO Period") except for Transfers permitted under Article 2.2.2, no Investor shall Transfer any Shares held by it unless:

- (i) such Shares are first offered to Tata Sons in accordance with the provisions of this Article 2; and
- (ii) the entire sale consideration for the Transfer of the Sale Shares is paid in cash and there is no non-cash consideration for such Transfers.

2.2.2 If an Investor proposes to Transfer all or any of its Shares (the "Sale Shares"), such Investor shall deliver a notice in writing (the "Sale Notice") to Tata Sons. The Sale Notice must: (i) be unconditional; (ii) provide the number of Sale Shares to be sold; and (iii) specify the price per Share at which Sale Shares are proposed to be sold ("Offer Price"). In the event an Existing Shareholder requests the Investor to keep them apprised of the issuance of a Sale Notice stipulated in this Article 2.2.2, the Investor shall address a copy of the Sale Notice to such Existing Shareholder in parallel to issuing the Sale Notice to Tata Sons.

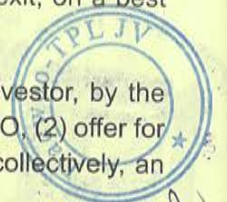
2.2.3 Before the expiry of a period of thirty (30) days from the date of receipt of Sale Notice ("Acceptance Period"), Tata Sons may (but is not obliged to), (i) accept to purchase all (but not less than all) the Sale Shares in accordance with the Sale Notice by delivering a notice to the Investors ("Acceptance Notice"); or (ii) transfer the right to purchase all (but not less than all) the Sale Shares to any or all of the other Existing Shareholders, subject to prior intimation to the Investors ("Transfer Intimation"). If neither an Acceptance Notice nor a Transfer Intimation is issued by Tata Sons prior to the expiry of the Acceptance Period, the Investor shall have the right to sell the Sale Shares to any third party(ies) (not being a Prohibited Transferee) at the Offer Price or a higher price within one hundred and eighty (180) days from the expiry of the Acceptance Period ("Sale Period"). Should the Investor be unable to sell the Sale Shares to any third party(ies) (not being a Prohibited Transferee), within the Sale Period, then the Investor shall be required to observe the process set out in this Article 2 for any subsequent sale of Sale Shares within the ROFO Period.

2.2.4 If Tata Sons issues an Acceptance Notice, in accordance with Article 2.2.3 above, the Sale Shares shall be acquired by Tata Sons no later than ten (10) Business Days following the receipt of all corporate and regulatory approvals as necessary.

2.2.5 If Tata Sons issues a Transfer Intimation, the Existing Shareholders to whom Tata Sons has transferred the right to purchase the Sale Shares may (but are not obliged to), within a period of thirty (30) days from the end of the Acceptance Period, accept to purchase all (but not less than all) the Sale Shares in accordance with the Sale Notice by delivering a notice in writing to the Investors ("Existing Shareholders Acceptance Notice"). It is clarified that the Existing Shareholders shall be required to purchase all and not less than all the Sale Shares. If the Existing Shareholders issue the Existing Shareholders Acceptance Notice, the Sale Shares shall be acquired by such Existing Shareholders no later than ten (10) Business Days following the receipt of all regulatory approvals as necessary.

EXIT OPTIONS

- 3.1 The Existing Shareholders and the Company undertake to provide to the Investors an exit, on a best efforts basis, in the manner set out in this Article 3.
- 3.2 Exit may be provided to the Investors, either in whole or in part at the option of the Investor, by the Company and the Existing Shareholders by one or more of the following means, (1) an IPO, (2) offer for sale, (3) secondary sale or (4) merger/reverse merger/ restructuring by the Company (collectively, an



"Exit"). Should the Company decide to proceed with an IPO, the provisions enumerated herein below would have to be followed.

- 3.3 The Company shall, and the Existing Shareholders undertake to cause the Company to, provide the Investors with a complete Exit, on a best efforts basis, in accordance with the provisions of this Article 3, on or before March 31, 2020 ("Exit Date") in accordance with applicable Law. The Existing Shareholders and the Company shall undertake all necessary steps including the steps set out in Article 3.4 to ensure that the process for the Exit shall be initiated at the earliest, and in no event later than March 31, 2018.
- 3.4 IPO Related Obligations
- 3.4.1 The Existing Shareholders and the Company shall, in good faith and with due care and diligence, do all things necessary or advisable to facilitate, support and conduct an IPO, on a best effort basis, on or before the Exit Date in the manner set out in this Article 3.4.
- 3.4.2 It is hereby clarified that at the time of providing an Exit by way of an IPO in accordance with the provisions of these Articles, the Investors shall not be referred to or otherwise considered as a 'promoter' of the Company unless required by applicable law.
- 3.4.3 For the purposes of undertaking an IPO, the Company shall, and the Existing Shareholders shall have caused the Company to constitute an IPO committee. The IPO committee shall be constituted by such number of Directors as the Board deems fit, provided that the Investor Nominee Director shall necessarily be one of the members of the IPO committee ("IPO Committee").
- 3.4.4 The IPO Committee shall have customary terms of reference, including but not limited to terms pertaining to appointment of legal counsel (domestic and international), determination of timelines and offer price, etc.
- 3.4.5 Subject to applicable Laws, all costs and expenses in relation to the IPO shall be borne by the Company, including without limitation all registration, filing and qualification fees and printers, legal, accounting, underwriting and banker's fees and disbursements.
- 3.4.6 The Existing Shareholders and the Company agree that the Investors shall not, upon listing or sale of the Shares held by the Investors in an IPO, be required to give any warranties or indemnities to any underwriter, broker, Recognised Stock Exchange, any Governmental Authority or any other Person except in relation to title to its Shares and any other warranties as may be mandated under Laws.
- 3.4.7 The Company, its officers and the Existing Shareholders undertake to promptly provide all assistance, co-operation, information about the Company and access that may be requested by the Investors in connection with a sale of the Shares by the Investors to a third party acquirer at any point in time, in accordance with the provisions of these Articles.

4 RECORDS AND INFORMATION

4.1 Information

4.1.1 The Company shall furnish to the Investors the following information, documents and papers pertaining to the Company within the time lines mentioned below:

(a) As soon as available, but in any event within ninety (90) calendar days following the end of each financial year, a copy of the audited consolidated balance sheet of the Company as at the end of such financial year and the related consolidated statements of income, statements of changes in shareholding pattern and statements of cash flows of the Company for such



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financial year, etc., all in reasonable detail and stating in comparative form the figures as at the end of and for the previous financial year;

- (b) As soon as available, but in any event within forty five (45) calendar days following the end of each quarter of the financial year, a copy of the un-audited consolidated balance sheet, along with necessary and relevant attachments and annexure, of the Company as at the end of such quarter;
- (c) As soon as available, but in any event within thirty (30) calendar days following the end of each relevant meeting, copy of the duly signed minutes of the Board, committee and General Meetings; and
- (d) Management information system reports setting out a monthly assessment of the business of the Company, in the form to be agreed by the Company and the Investors post the Effective Date within fifteen (15) days of the month-end.

4.1.2 Without prejudice to the aforesaid, the Company shall, upon the request of the Investors' authorised representative and with prior written notice of seven (7) Business Days, provide:

- (a) access to management personnel, subject to availability of such management personnel; and
- (b) all information (financial or otherwise) and materials in respect of the Company, as may be reasonably required by the Investors' authorised representative, only to the extent such access and/or information is required by the Investors to undertake actions in compliance with applicable Law.

4.2 Obligations

4.2.1 The Existing Shareholders and the Investors agree to provide, as and when requested by the Company, reasonable assistance and cooperation to the Company for enabling the Company to:

- (a) make applications and obtaining all permits and consents, as may be required to be obtained by the Company in relation to its business in accordance with the Laws; and
- (b) be in compliance with applicable Laws.

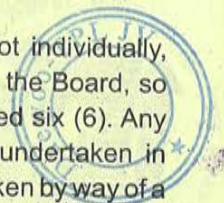
4.2.2 The Shareholders agree that the costs and expenses for the reasonable assistance and cooperation to the Company by the Existing Shareholders shall be borne by the Company.

5 MANAGEMENT OF THE COMPANY

5.1 Board and committee constitution

5.1.1 The Company will be managed and governed under the overall superintendence, direction and control of the Board of Directors ("Board") consisting of such number of Directors as may be decided by the Company from time to time in accordance with applicable Law and Article 5.1.2. The Board shall exercise such powers as may be deemed necessary for ensuring highest levels of corporate governance with respect to the affairs of the Company.

5.1.2 On and after the Effective Date, the Investors shall be entitled to jointly, and not individually, nominate one (1) Investor Nominee Director and one (1) observer ("Observer") to the Board, so long as the total number of Non-Independent Directors on the Board do not exceed six (6). Any increase in the number of Non-Independent Directors beyond six (6) shall be undertaken in consultation with all Shareholders. The appointment of an Observer shall be undertaken by way of a



written notification issued in that behalf jointly by the Investors to the Company, with copies thereof being delivered to the Existing Shareholders. The Company and the Existing Shareholders shall take requisite steps to ensure that the Observer nominated by the Investors shall be appointed at the earliest, once the written notification in this regard is issued by the Investors to the Company.

5.1.3 Investor Nominee Director and Observer shall not hold any beneficial interest or board or management position with a Prohibited Transferee. If any such interest arises at any time, the Investor shall replace the concerned Investor Nominee Director or the Observer promptly.

5.1.4 At least one Investor Nominee Director shall be appointed on Nomination and Remuneration Committee of the Board constituted by the Company. The Investors shall be entitled to nominate an Investor Nominee Director or the Observer appointed in terms of Article 5.1.2, who shall be appointed in the capacity of an Observer to the Audit Committee constituted by the Board ("Audit Committee Observer"). The Observer and the Audit Committee Observer shall neither have a right to participate in discussions nor have a right to vote in meetings of the Board and/or Committees, held as per the provisions of these Articles.

5.1.5 The Existing Shareholders, subject to applicable Laws, will exercise their rights as Shareholders of the Company and do all such acts, deeds and things as may be deemed necessary to cause the appointment or re-appointment (as the case may be) of the individuals nominated, by the Investors, to the Board or any committee of the Board to the extent of the rights granted by these Articles. The Company shall ensure immediate compliance with the provisions of the Act, including filing of necessary forms with the Registrar of Companies.

5.1.6 An Investor Nominee Director may be removed from office should such a director act in violation of the code of conduct adopted by the Company and / or should he be disqualified to act as a director under the applicable provisions of the Act. Upon removal, the Investor Nominee Director shall be replaced by the Investors as per the provisions of Article 5.1.2.

5.1.7 It is hereby clarified that the Investor's Nominee Director shall be a non-executive director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with applicable Law and shall not be an 'officer in default' (under the Act) or 'occupier' (of the Company's any of the premises) under applicable Law or any other similar obligation under any applicable Law, except to the extent such obligation or liability attaches to the Investor's Nominee Director under any mandatory provision of Laws (including due to any consent, connivance or similar act being attributed to the Investor's Nominee Director).

5.2 Removal and Replacement of Directors:

5.2.1 No persons other than the Investors shall be permitted to remove or replace at any time and for any reason an Investor Nominee Director or Observer.

5.2.2 The Investors may require, by way of a joint written notice, the removal of the Investor Nominee Director, and nominate another individual as its Investor Nominee Director in his/her place, and the Existing Shareholders shall exercise their rights to ensure the removal and appointment as aforesaid. The Investors shall have the right to jointly remove the Observer and appoint another individual in his/her place by issuing a written notice to the Company, with copies thereof being delivered to Existing Shareholders.

5.2.3 In the event that the Investor Nominee Director retires by rotation in accordance with the provisions of the Act, the Existing Shareholders shall ensure and perform all acts including the exercise of the voting rights to ensure that such Investor Nominee Director is reappointed to the Board.



5.3 Board Meetings

Save as otherwise provided in the Act, the Board shall meet at least once every calendar quarter and there shall be at least four (4) Board meetings in any calendar year (each meeting of the Board shall be referred to as a "Board Meeting").

5.4 Notice of Meetings of the Board

At least 7 (seven) days' prior notice of every Board Meeting shall be given in writing to every Director and the Observer at his address as registered with the Company. Such notice shall be accompanied by the agenda setting out the business proposed to be transacted at the Board Meeting, along with all necessary written information; provided, a Board Meeting may also be called by shorter notice should the prior written consent of all of the Directors be provided for the same.

5.5 Participation by Video Conferencing

5.5.1 The Directors and the Observer may participate in Board Meetings by telephone or video conferencing or any other means of contemporaneous communication, provided that each person taking part in the meeting is able to hear every other person taking part, throughout such meeting and provided further that each Director and Observer must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting.

5.5.2 Subject to the same being permitted by applicable Law, and more particularly the provisions of the Companies Act, 2013 and the rules framed thereunder, Board Meetings may be held by telephone, video conferencing or any other means of contemporaneous communication. The quorum and other requirements applicable to Board Meetings as mandated under the Act and the Company's articles of association, shall continue to apply to such meetings.

5.6 General Meetings

An annual general meeting of the Company shall be held in each calendar year and within a period of six (6) months from the end of the financial year of the Company. The Board shall provide the Company's previous financial year's audited financial statements to all Shareholders at least 21 (twenty-one) clear days before the annual general meeting of the Company is held, or at a shorter notice if approved by all the shareholders of the Company, to approve and adopt the audited financial statements. All other General Meetings, other than the annual general meetings, shall be extra ordinary general meetings of the Company.

5.7 Notice of General Meetings

5.7.1 Prior written notice of at least twenty one (21) days for convening a General Meeting shall be given to all the Shareholders of the Company. A General Meeting may, however, be called by the Chairman on less than twenty one (21) days notice with the prior written consent of all Shareholders of the Company and in accordance with the provisions of the Act. Every notice (including the shorter notice) shall contain a statement of the business proposed to be transacted at such meeting along with an explanatory statement wherever required in accordance with the Act.

5.7.2 The Shareholders agree that at no General Meeting, any matter shall be discussed or approved/ resolved unless the same was contained in the notice of the General Meeting.

5.8 D&O Policy

The Company shall maintain Directors' and officers' insurance policy cover for the Directors and Observers appointed in accordance with these Articles for a minimum amount of INR forty (40) crores.



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We the several persons whose names and addresses are hereunder 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 set opposite our respective names :

Names, Addresses, Descriptions and Occupations of the Subscribers	Number of Shares taken by each Subscriber	Names, Addresses, Descriptions and Occupation of the Witnesses
<p>TATA SONS LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company</p> <p style="text-align: right;">Sd/- M.H. Mody Chief Executive Officer</p>	<p>(1) ONE EQUITY</p>	
<p>TATA ENGINEERING & LOCOMOTIVE COMPANY LTD. Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company</p> <p style="text-align: right;">Sd/- J. E. TALAULICAR Joint Managing Director</p>	<p>(1) ONE EQUITY</p>	
<p>THE TATA IRON & STEEL COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company</p> <p style="text-align: right;">Sd/- S. A. SABAVALA Director</p>	<p>(1) ONE EQUITY</p>	
<p>THE INDIAN HOTELS COMPANY LIMITED Taj Mahal Hotel, Apollo Bunder Bombay - 400 039. Public Limited Company</p> <p style="text-align: right;">Sd/- T. S. NATARAJAN Dy. Managing Director</p>	<p>(1) ONE EQUITY</p>	<p>P. K. S. S. IYER Tata Electric Companies 24, Homi Mody Street, Bombay - 400 023.</p>
<p>TATA EXPORTS LIMITED Block 'A' Shivsagar Estate, Dr. Annie Besant Road, Bombay-400 018. Public Limited Company</p> <p style="text-align: right;">Sd/- B. NEHRU Managing Director</p>	<p>(1) ONE EQUITY</p>	<p>Son of late Krishna Iyer Service Sd/- (P. K. S. S. Iyer)</p>
<p>THE TATA HYDRO-ELECTIC POWER SUPPLY COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company</p> <p style="text-align: right;">Sd/- K. M. GHERDA Director</p>	<p>(1) ONE EQUITY</p>	
<p>THE TATA POWER COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company</p> <p style="text-align: right;">Sd/- K. M. GHERDA Director</p>	<p>(1) ONE EQUITY</p>	



Names, Addresses, Descriptions and Occupations of the Subscribers	Number of Shares taken by each Subscriber	Names, Addresses, Descriptions and Occupation of the Witnesses
<p>THE ANDHRA VALLEY POWER SUPPLY COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company</p> <p style="text-align: right;">Sd/- K. M. GHERDA Director</p>	<p>(1) ONE EQUITY</p>	
<p>THE SVADESHI MILLS COMPANY LTD. Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Limited Company</p> <p style="text-align: right;">Sd/- H. N. VAZIFDAR Joint Managing Director</p>	<p>(1) ONE EQUITY</p>	
<p>THE AHMEDABAD ADVANCE MILLS LTD. Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company</p> <p style="text-align: right;">Sd/- Dr. F. A. MEHTA Vice-Chairman & Managing Director</p>	<p>(1) ONE EQUITY</p>	
<p>TATA CHEMICALS LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company</p> <p style="text-align: right;">Sd/- D. S. SETH Dy. Chairman & Managing Director</p>	<p>(1) ONE EQUITY</p>	<p>P. K. S. S. IYER Tata Electric Companies 24, Homi Mody Street, Bombay - 400 023.</p>
<p>THE TATA OIL MILLS COMPANY LIMITED Bombay House, 24, Homi Mody Street, Fort, Bombay - 400 023. Public Limited Company</p> <p style="text-align: right;">Sd/- K. S. HINGE Joint Managing Director</p>	<p>(1) ONE EQUITY</p>	<p>Son of late Krishna Iyer Service Sd/- (P. K. S. S. Iyer)</p>
<p>VOLTAS LIMITED 19, J. N. Heredia Marg, Ballard Estate Bombay - 400 038. Public Limited Company</p> <p style="text-align: right;">Sd/- A. H. TOBACOWALA Managing Director</p>	<p>(1) ONE EQUITY</p>	
<p>TATA-ROBINS-FRASER LIMITED Station Road, Burma Mines, Jamshedpur - 831 007. Public Limited Company</p> <p style="text-align: right;">Sd/- H. P. BODHANWALLA Chairman & Managing Director</p>	<p>(1) ONE EQUITY</p>	



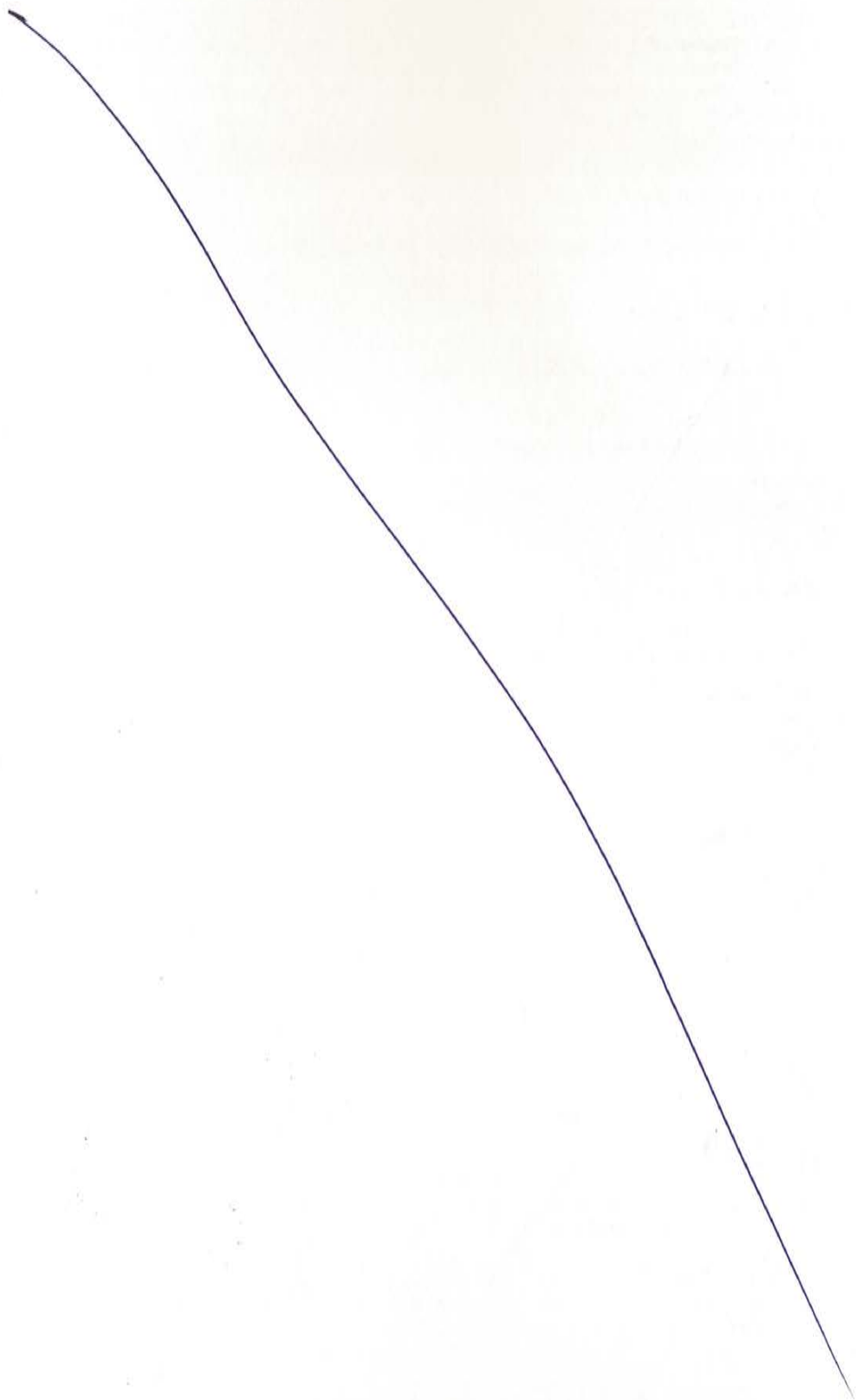
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Bombay, Dated this 14th day of February 1979.

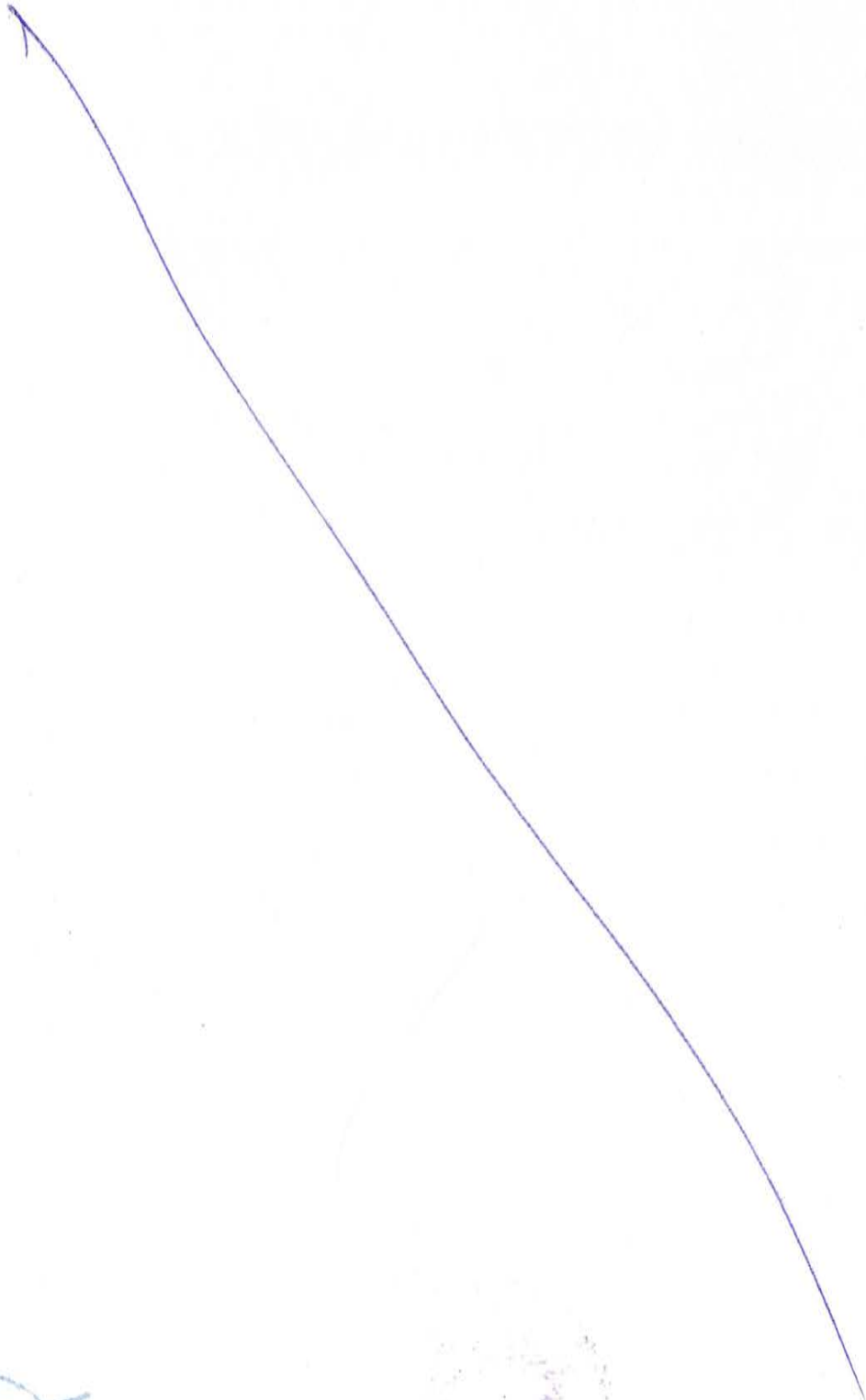
7 JUL 2017

R. M. RAJSHAR
NOTARY (GOVL. of India)
25/3/1974, TAGORE NAGAR-1,
VIKIROLI (E), MUMBAI-400 086.

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Mumbai Trans Harbour Link Project
Package II

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TATA PROJECTS
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ATTACHMENT NO.2: ORGANIZATION CHART

– TATA PROJECTS LIMITED



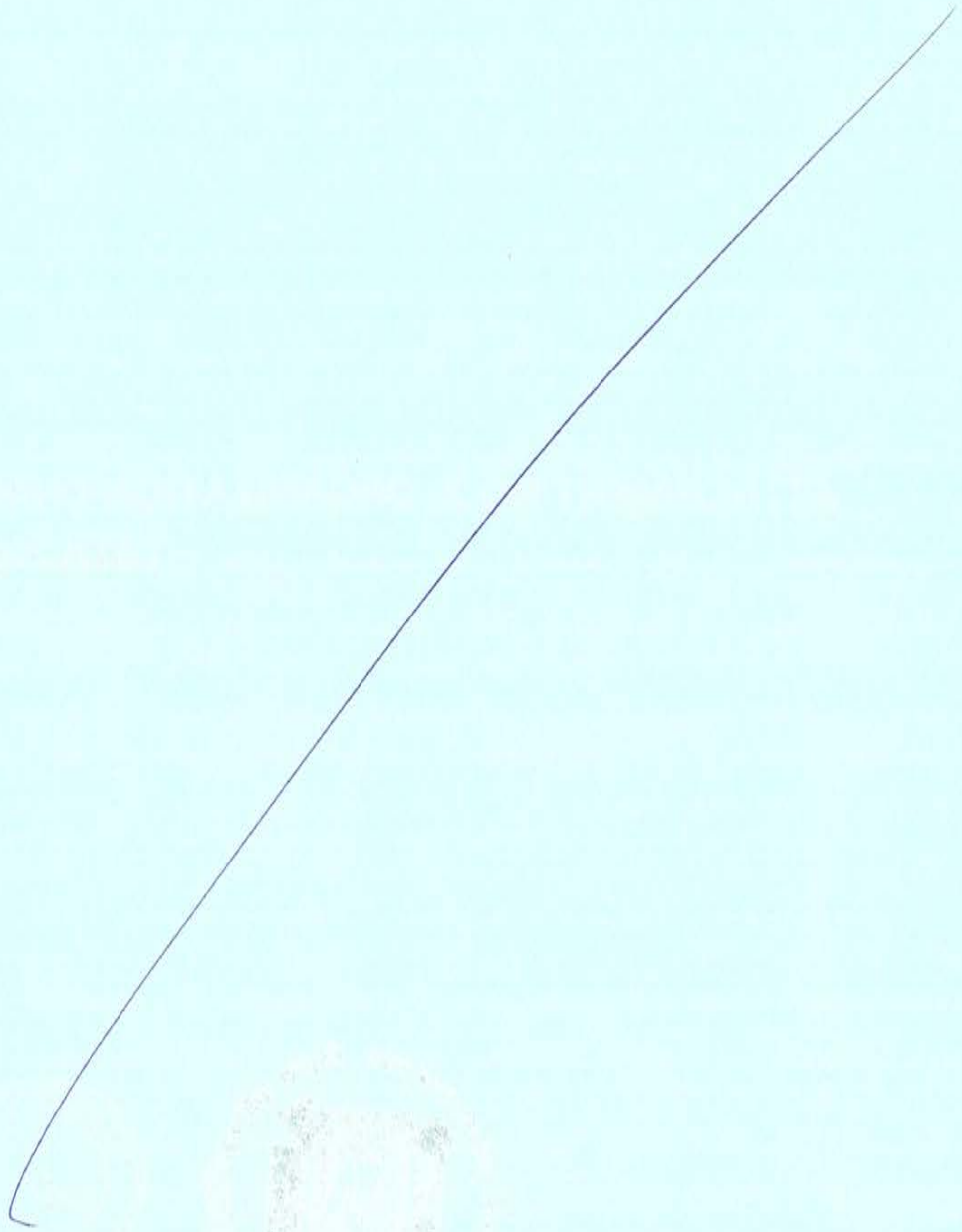
Mumbai Metropolitan
Region Development
Authority

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)

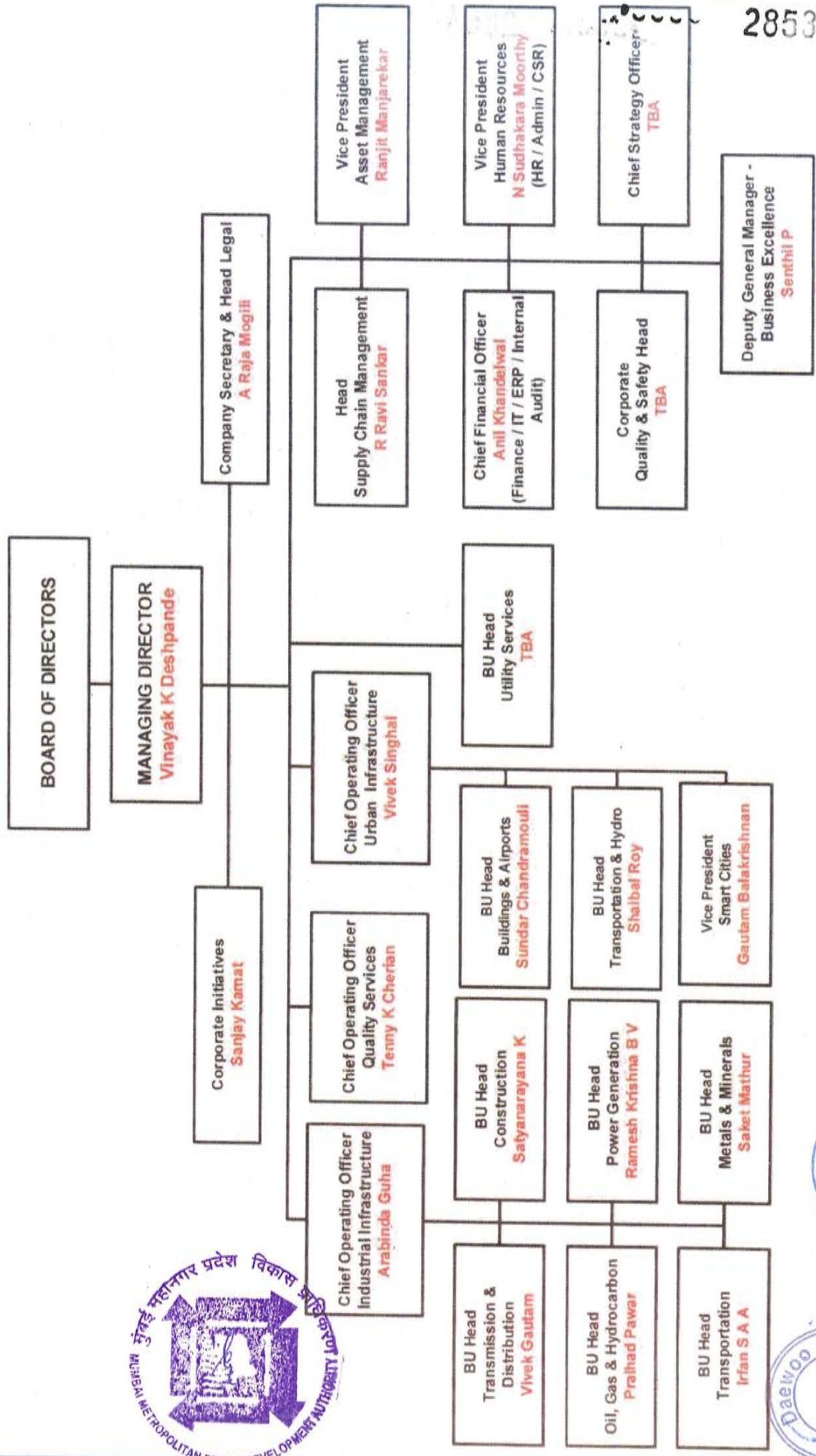
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TATA PROJECTS LIMITED
CORPORATE ORGANOGRAM 2015 - 16

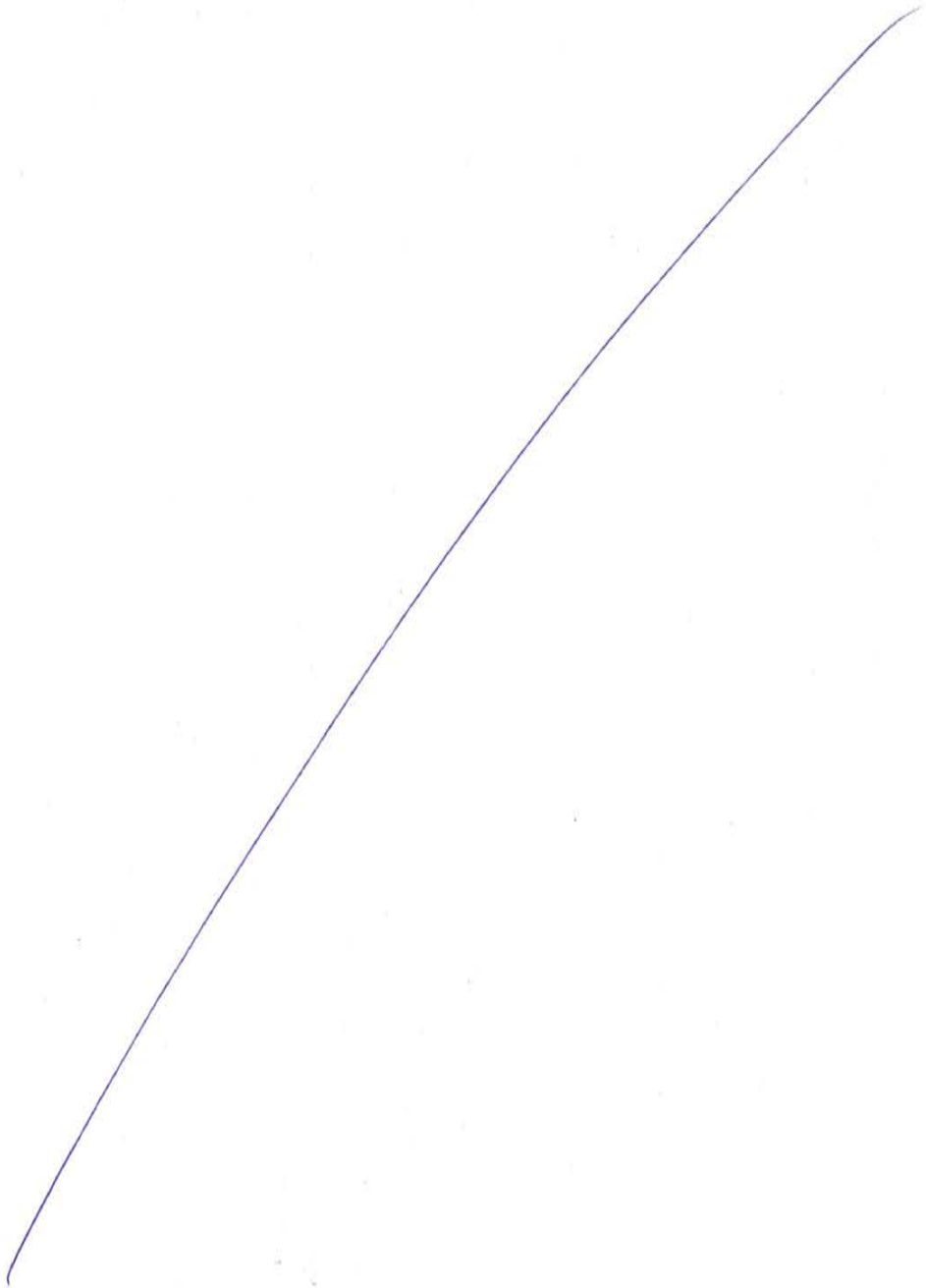


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Mumbai Trans Harbour Link Project
Package II

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**ATTACHMENT NO.3: LIST OF BOARD OF DIRECTORS
– TATA PROJECTS LIMITED**



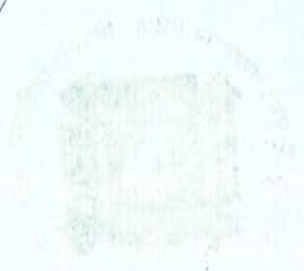
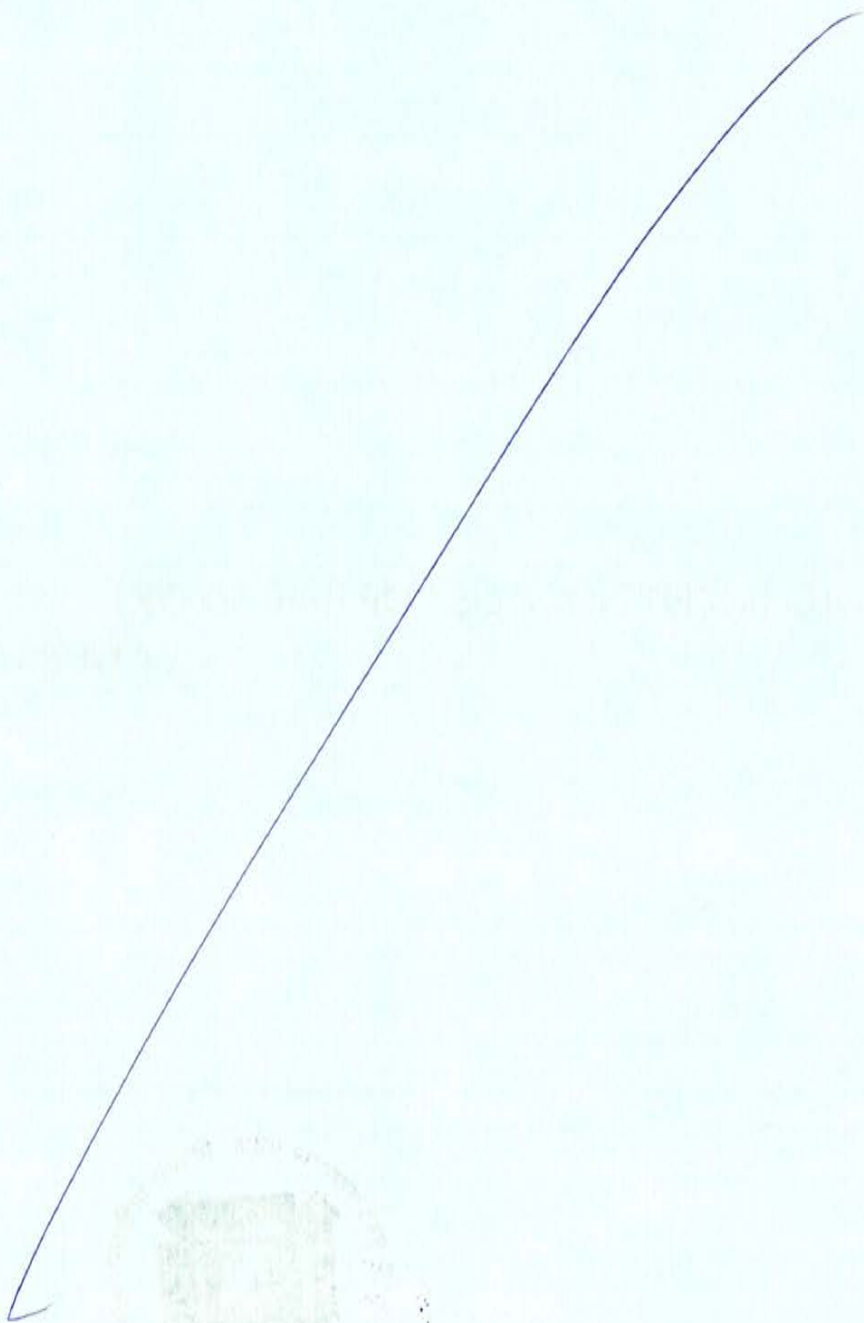
Mumbai Metropolitan
Region Development
Authority

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)

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Tata Projects Limited

List of Board of Directors As on 19th October 2016

Sl. No.	Names of the Directors	Designation
1	Mr S Ramakrishnan	Chairman
2	Mr P N Dhume	Director
3	Ms Neera Saggi	Director (ID)
4	Mr Parashuram G Date	Director
5	Mr Samir Kumar Barua	Director (ID)
6	Mr Padmanabh Sinha	Director
7	Mr Rajit Harshik Desai	Director
8	Mr Vinayak K Deshpande	Managing Director

Mr Bobby Pauly – Observer to the Audit Committee & Board

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

Dr. A. RAJA MOGILI
COMPANY SECRETARY



TATA PROJECTS LIMITED

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

Phone +91-40-6623 8801 Fax 6617 2535

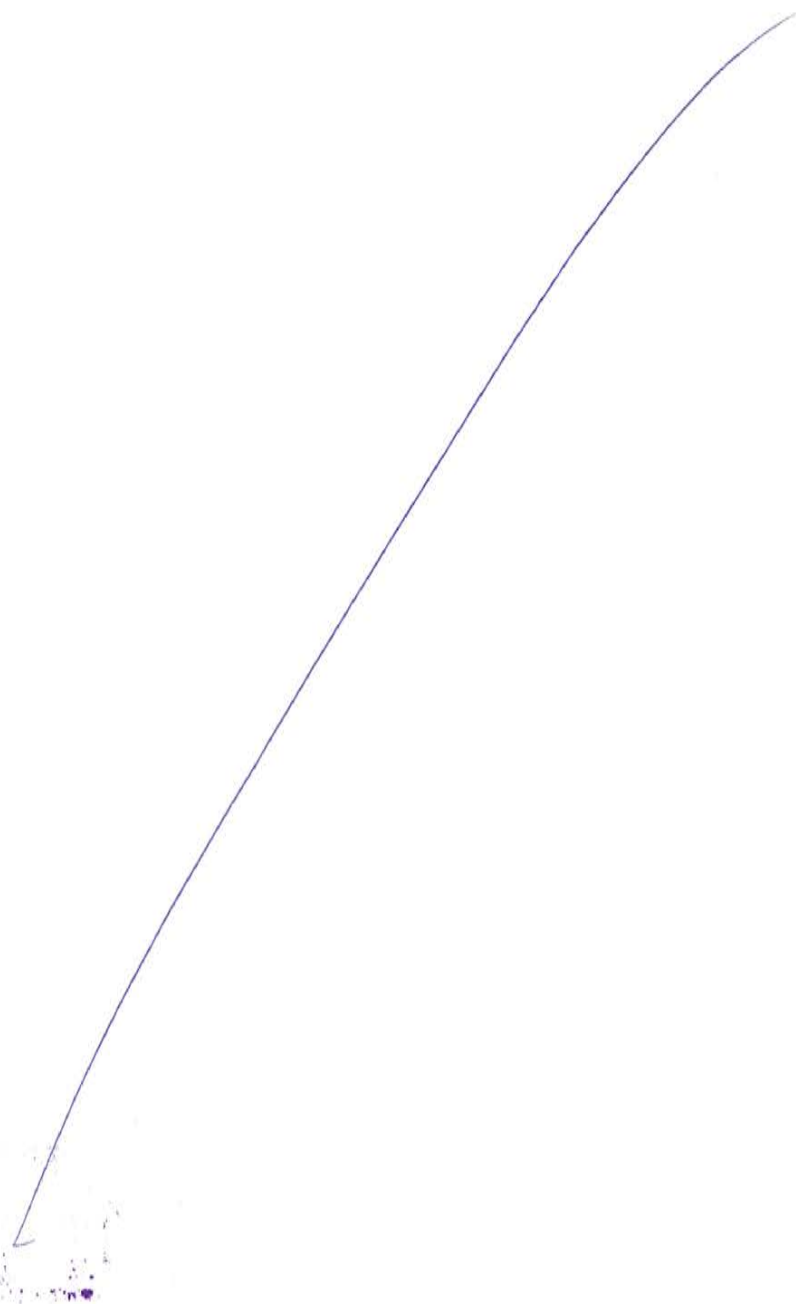
CIN U45203AP1979PLC057431

e-mail tpl@tataprojects.com

www.tataprojects.com

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**Mumbai Trans Harbour Link Project
Package II**

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**ATTACHMENT NO.4: SHAREHOLDING PATTERN
– TATA PROJECTS LIMITED**



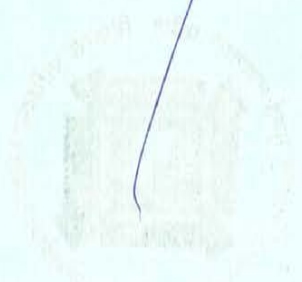
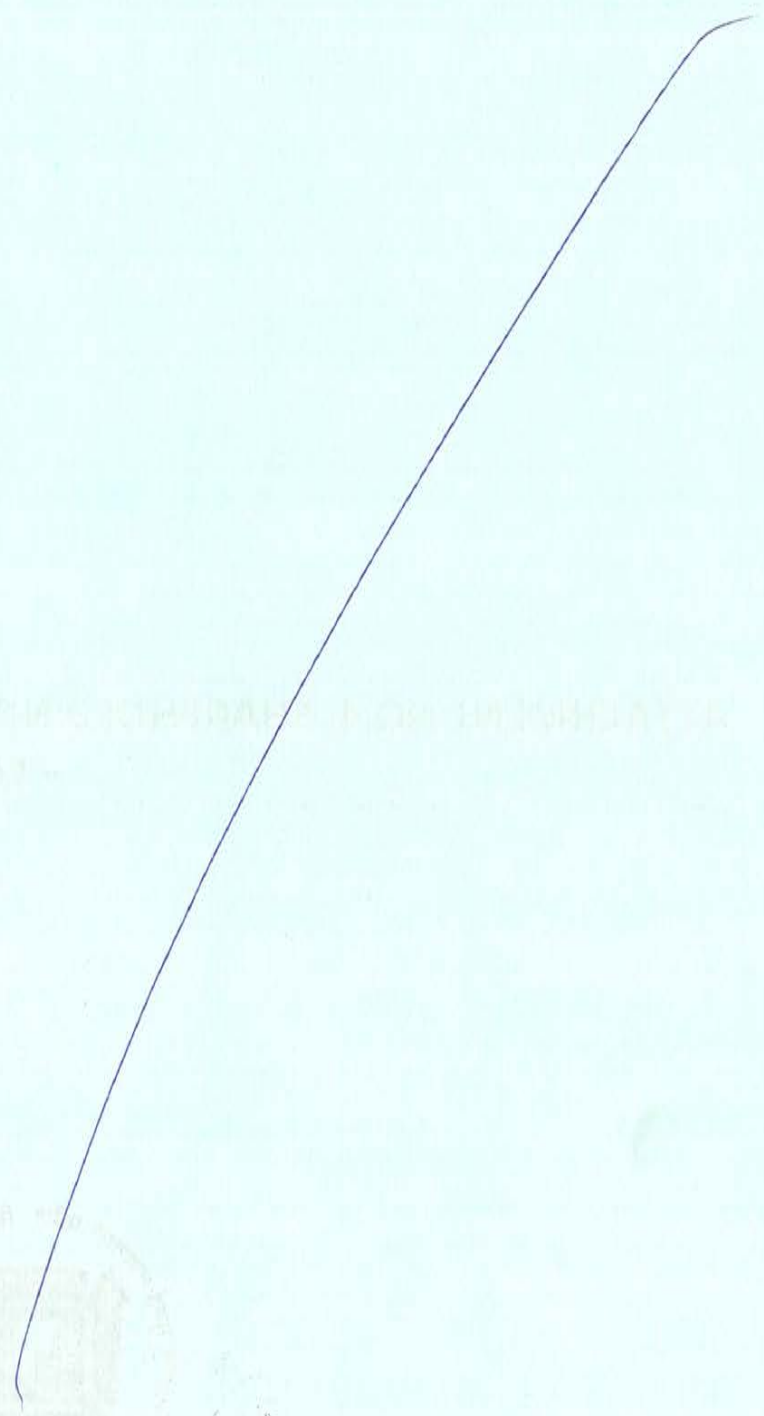
**Mumbai Metropolitan
Region Development
Authority**

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)

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**Shareholding Pattern of
Tata Projects Limited
As on 19th October 2016**

Sl. No	Name of Shareholder	No. of Equity Shares Held	% of holding	Nationality
1	Tata Sons Ltd.,	1,35,000	6.67	Indian
2	The Tata Power Company Ltd.	9,67,500	47.78	Indian
3	Tata Chemicals Ltd.	1,93,500	9.56	Indian
4	Voltas Ltd.	1,35,000	6.67	Indian
5	Tata Industries Ltd.	60,750	3.00	Indian
6	Omega TC Holdings Pte Ltd.,	4,88,440	24.12	Singapore
7	Tata Capital Ltd.,	44,810	2.20	Indian
	Total	20,25,000	100.00	

Par value of the share is Rs. 100/-. Authorised Capital is Rs. 25 crore

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED.

Dr. A. RAJA MOGILI
COMPANY SECRETARY



TATA PROJECTS LIMITED

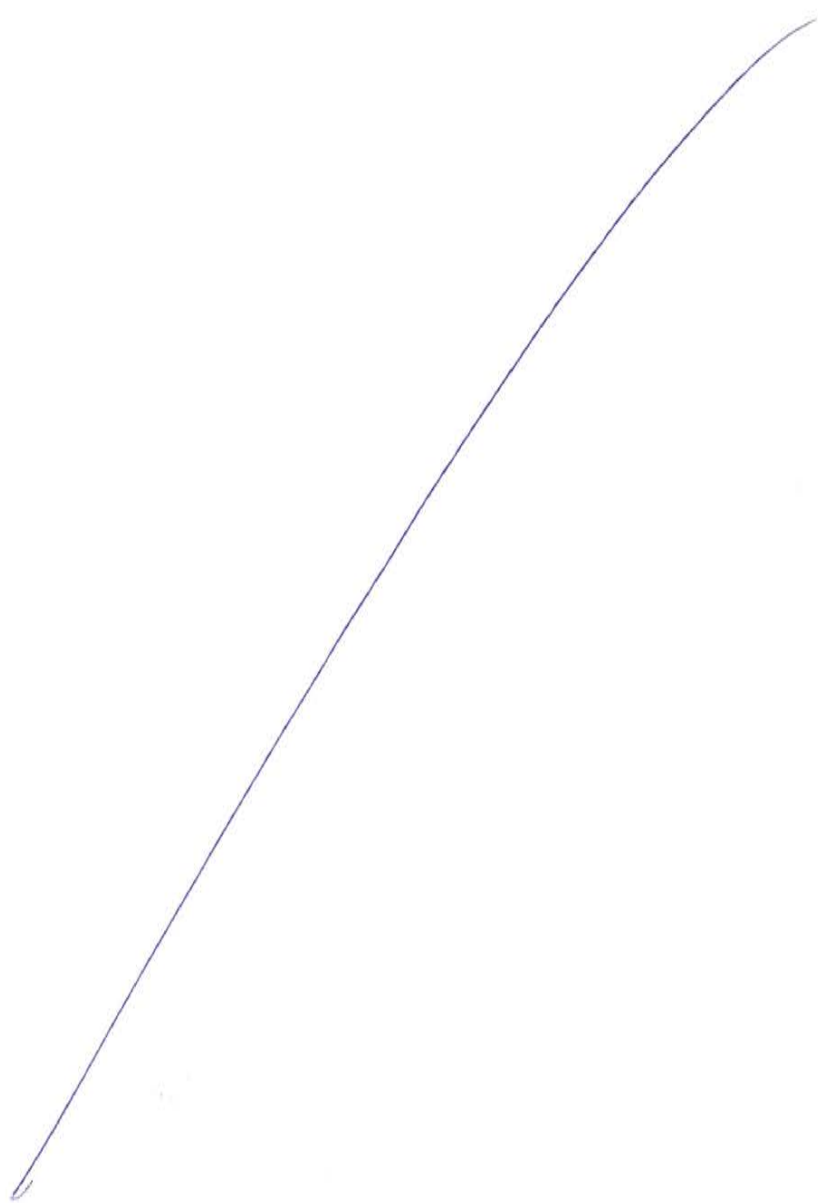
Registered Office : "Mithona Towers-1" 1-7-80 to 87 Prenderghast Road Secunderabad - 500 003 Telangana India
Phone +91-40-6623 8801 Fax 6617 2535

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



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Mumbai Trans Harbour Link Project
Package II

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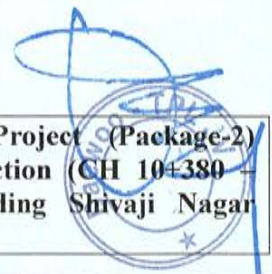
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ATTACHMENT NO.5: LIST OF BANKERS
– TATA PROJECTS LIMITED



Mumbai Metropolitan
Region Development
Authority

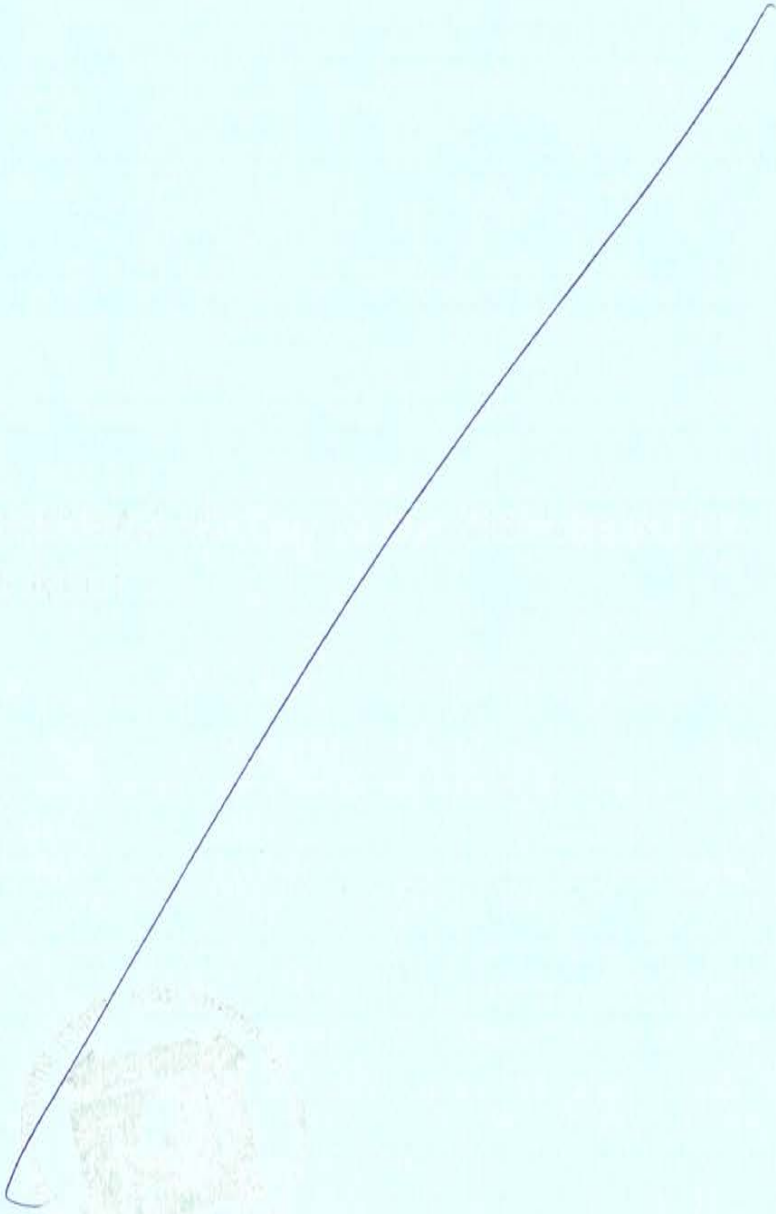
Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 -
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)



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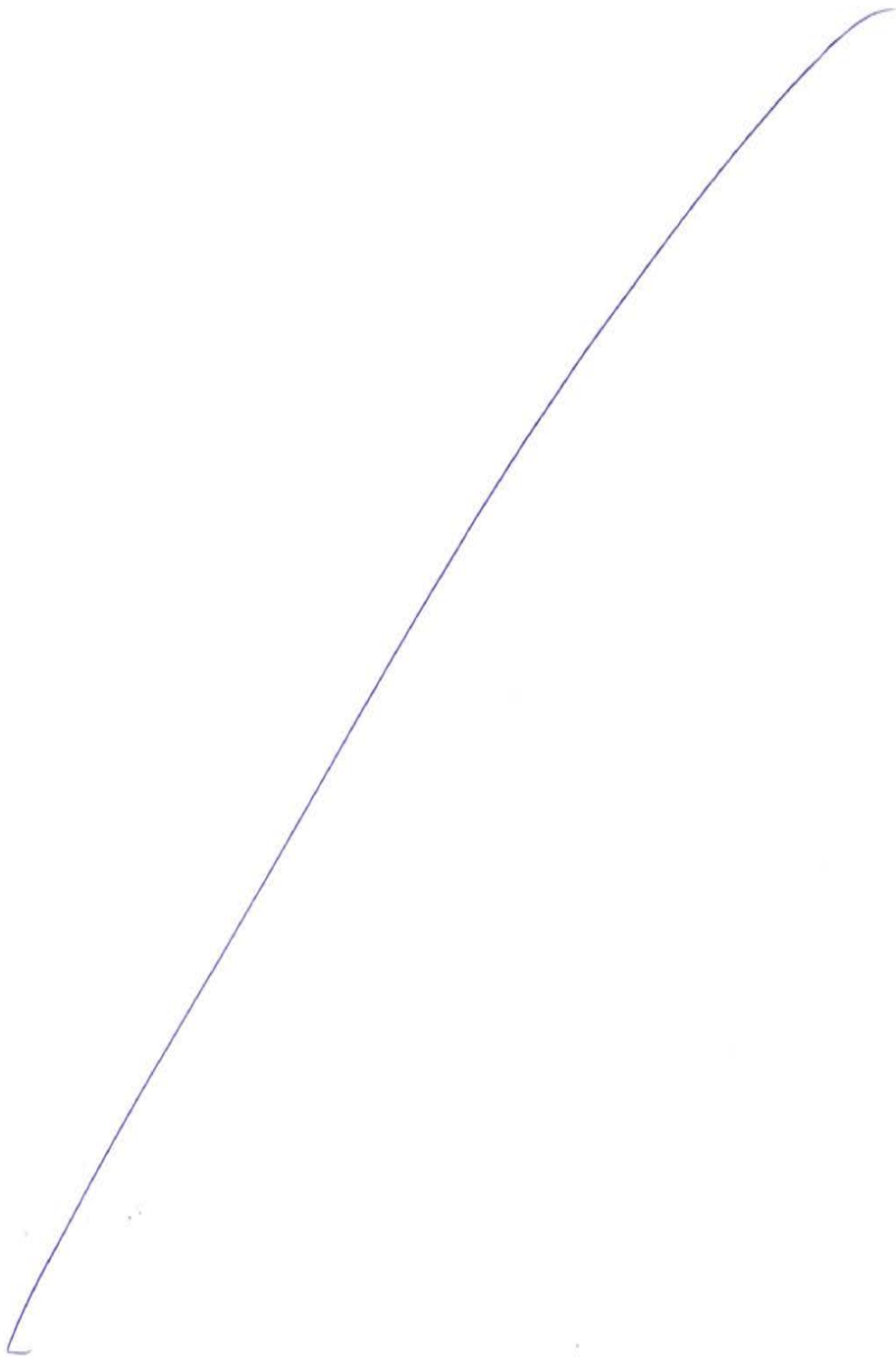
DETAILS OF PROVIDERS OF GUARANTEES AND WARRANTIES/ LIST OF BANKERS

1. **State Bank of Hyderabad**
Industrial Finance Branch
Topaz Building, Amrutha Hills
Panjagutta
Hyderabad - 500 082
Contact Person : Mr. Dilip Kumar Das, AGM
Tel: +91 - 40 - 23417911
2. **Canara Bank**
Prime Corporate Branch
TSR Complex, 2nd Floor
S.P.Road, Secunderabad
Contact Person : Mr.K H Patnaikh, AGM
Tel. No.040-23438715
3. **Indian Overseas Bank**
Golecha Arcade, Behind Siddamsetty Complex
Parklane, M.G.Road
Secunderabad
Contact Person : Mr. Marugan, Asst. General Manager
Tel. No.040-23468830
4. **State Bank of Travancore**
Mid Corporate Branch
1-8-304/307, Kamala Towers
S.P.Road, Secunderabad - 500 003
Contact Person : Mr. I K Panda, Chief Manager
Tel. No.040-27901132
5. **Corporation Bank**
1-2-235 G & H Parklane
M.G. Road
Secunderrabad
Contact Person : Mr.Umamaheswara Rao, AGM
Tel: +91 - 40 - 27894143
6. **Abu Dhabi Commercial Bank Ltd.**
75-B, Veer Nariman Road
Mumbai - 400 020
Contact Person : Mrs.Sonal, Sr. Relationship Manager
Tel: +91 - 22 - 39534139
7. **Bank of Baroda**
CFS Hyderabad Branch
3-6-262/6, Tirumala Estates
3rd Floor, Himayatnagar
Hyderabad - 500 029
Contact Person : Mr.Kameswara Rao, Chief Manager
Tel.No.040-23421640
8. **State Bank of India**
Indusial Finance Branch
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
Contact Person : Mr. S S Ramakrishna, Chief manager
Tel No. 040-23147288



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FORM EXP 4.2 (a): SPECIFIC CONSTRUCTION EXPERIENCE

- DAEWOO E & C



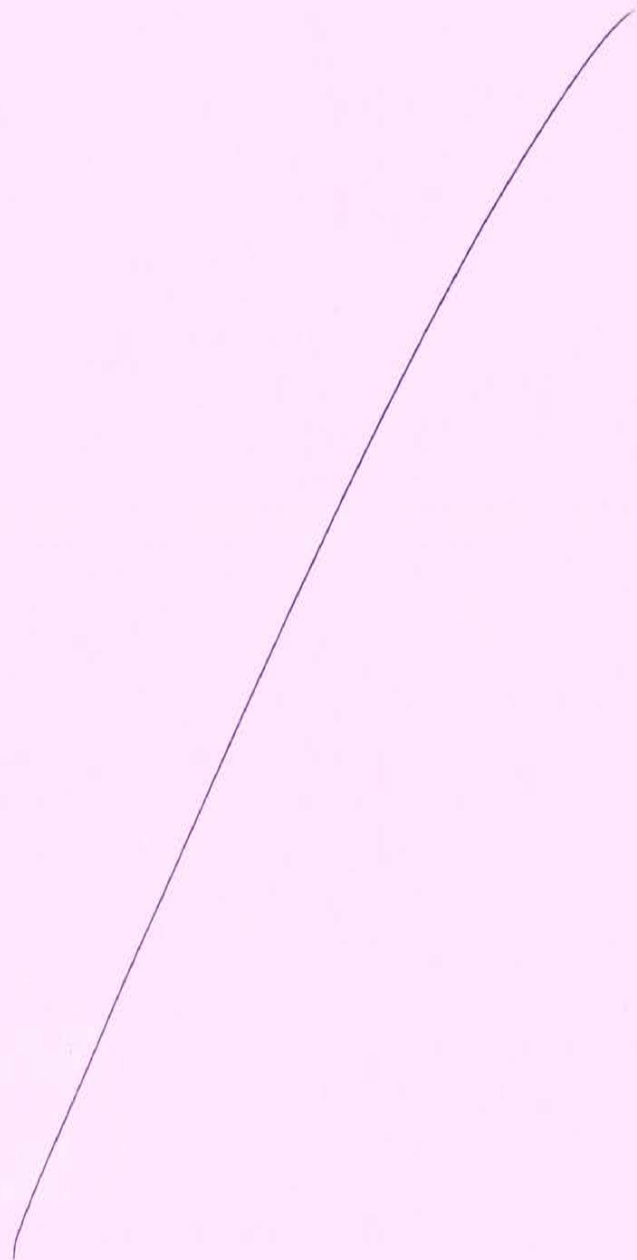
**Mumbai Metropolitan
Region Development
Authority**

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

第 2803 号

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**Form EXP – 4.2(a)
Specific Construction Experience**

Date : 17th July, 2017

Applicant's Legal Name : Daewoo - TPL JV

Applicant's Party Legal Name : Daewoo Engineering & Construction Co., Ltd.

IFB No. : MMRDA/ENG1/000753

Page : 1 of 8 pages

Contract of Similar Size and Nature		
Similar Contract No. 1 of 4	Information	
		
Contract Identification	Construction of Busan-Geoje Fixed Link Project	
Award Date	27 June, 2003	
Completion Date	09 December, 2010	
Role in Contract	Prime Contractor	
	Single entity <input type="checkbox"/>	JV member <input checked="" type="checkbox"/>
Total Contract Amount	KRW 1,874,642,000,000	USD 1,651,070,538 (Exchange Rate : USD1=KRW1,135.41)
If Member in a JV, specify participation in total contract amount	44.60% KRW 836,090,332,000	USD 736,377,460 (Exchange Rate : USD1=KRW1,135.41)
Employer's Name	GK Fixed Link Co.	
Address :	2571, Geoga-daero, Gangseo-gu, Busan, Republic of Korea	
Telephone/Fax Number:	Tel: +82.1644.0000 / Fax: N/A	
E-mail:	http://www.gkfixlink.com	



**Mumbai Metropolitan
Region Development
Authority**

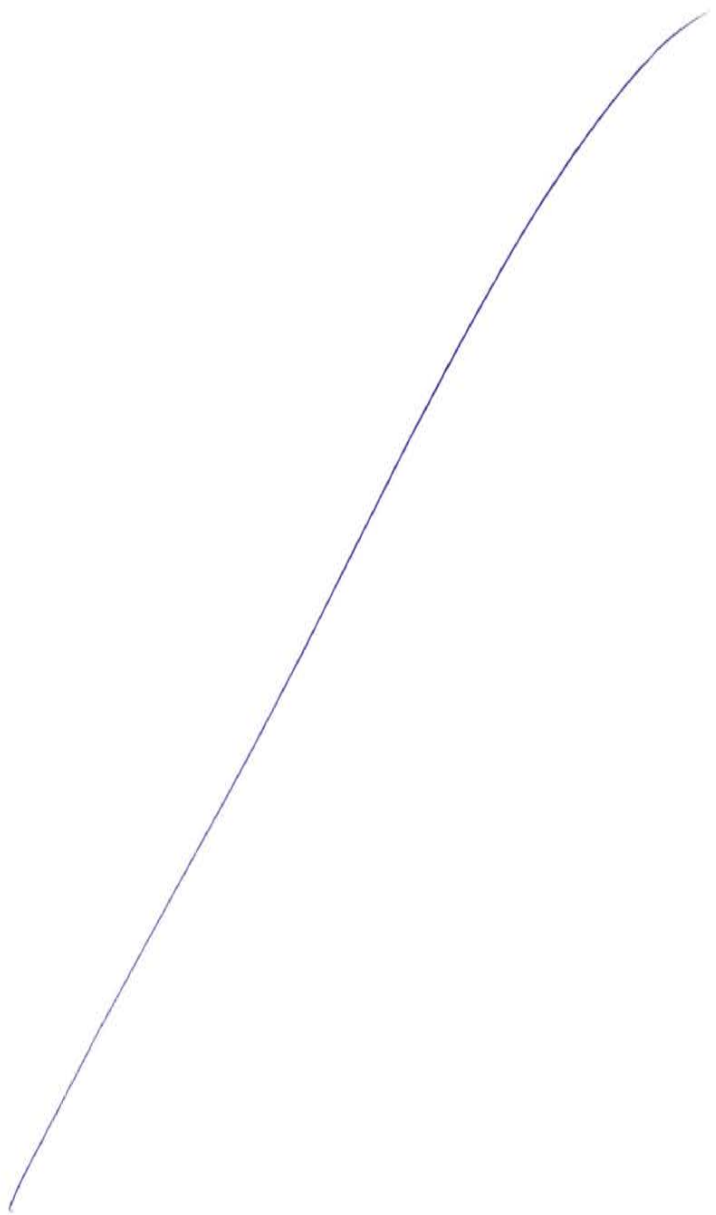
DOCUMENT TITLE

Specific Construction Experience



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Similar Contract No. 1 of 4	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Physical Size of required works items	<ul style="list-style-type: none"> - Total length=8,759.3m (Marine Bridge=3,723.5m, Tunnel=4,776.6m, Road=259.2m) - 3 Pylon Stayed Cable Bridge: Approach Bridge (458.5m) + Cable Stayed Bridge (676m) + Approach Bridge (510m) = 1,644.5m - 2 Pylon Stayed Cable Bridge: Approach Bridge (330m) + Cable Stayed Bridge (919m) + Approach Bridge (610m) = 1,859m
2. Complexity	<ul style="list-style-type: none"> - Ensuring stability of structure against strong waves in sea - Ensuring stability of structure against irregular tide - Ensuring stability of structure against wind force (Typhoon) - Reducing construction period by construction pylons and superstructure simultaneously - Applying sophisticated geometric management system of long span bridge to minimize construction error
3. Methods/Technology	<ul style="list-style-type: none"> - Superstructure: Steel-Concrete Composite Girder - Foundation: Reverse Circulation Drill (RCD) Piles + Caissons - Applying Automatic Climbing system (ACS) for pylon construction to reduce construction period - Applying Guide Jacket Frame method to offshore CIP pile construction to resist strong waves and tide
4. Other Characteristics	<ul style="list-style-type: none"> - Stay Cable: 27 to 91 x 15.7mm strands, Multi Strand (MS) (1,953ton) - Immersed tunnel installation in the depth of 48m and rapid tide condition

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



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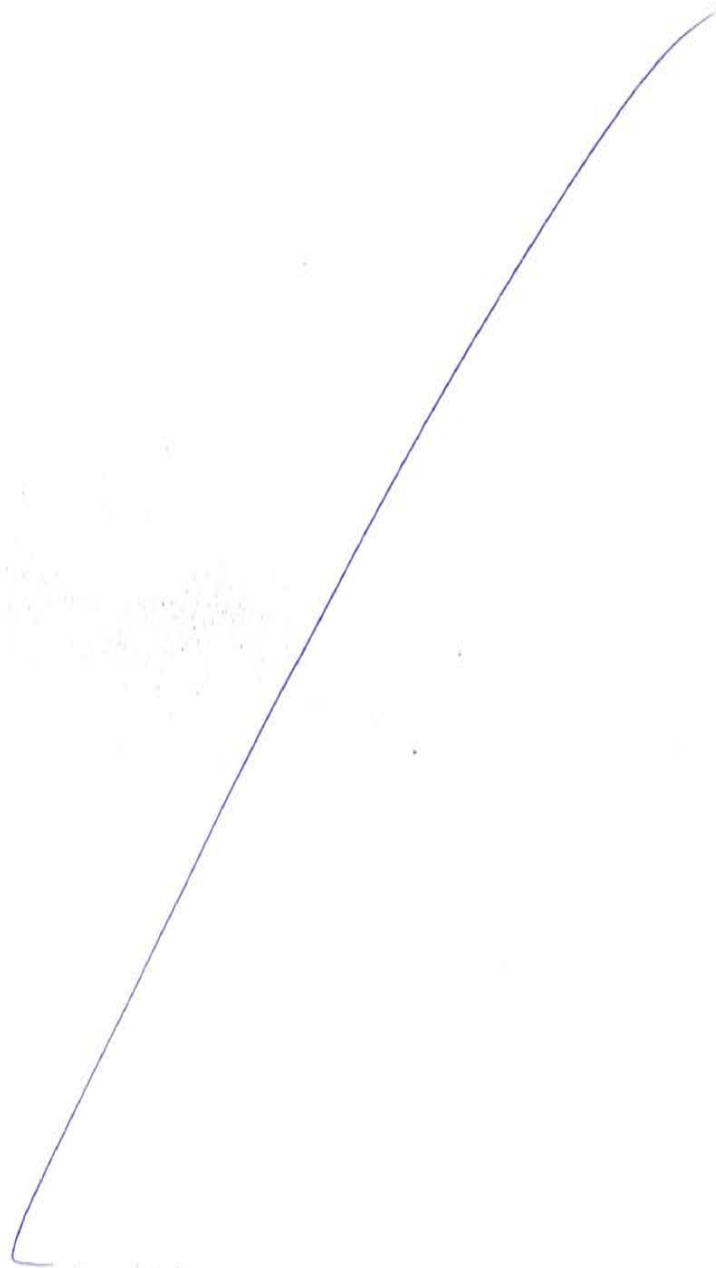
DOCUMENT TITLE

Specific Construction Experience

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Mumbai Trans Harbour Link Project
Package-2

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Form EXP – 4.2(a)
Specific Construction Experience


Date : 17th July, 2017

Applicant's Legal Name : Daewoo - TPL JV

Applicant's Party Legal Name : Daewoo Engineering & Construction Co., Ltd.

IFB No. : MMRDA/ENG1/000753

Page : 1 of 8 pages

Contract of Similar Size and Nature			
Similar Contract No. 1 of 4	Information		
			
Contract Identification	Construction of Busan-Geoje Fixed Link Project		
Award Date	27 June, 2003		
Completion Date	09 December, 2010		
Role in Contract	Prime Contractor		
	Single entity <input type="checkbox"/>		JV member <input checked="" type="checkbox"/>
Total Contract Amount	KRW 1,874,642,000,000		USD 1,651,070,538 (Exchange Rate : USD1=KRW1,135.41)
If Member in a JV, specify participation in total contract amount	44.60%	KRW 836,090,332,000	USD 736,377,460 (Exchange Rate : USD1=KRW1,135.41)
Employer's Name	GK Fixed Link Co.		
Address :	2571, Geoga-daero, Gangseo-gu, Busan, Republic of Korea		
Telephone/Fax Number:	Tel: +82.1644.0082 / Fax: N/A		
E-mail:	http://www.gklink.com/		



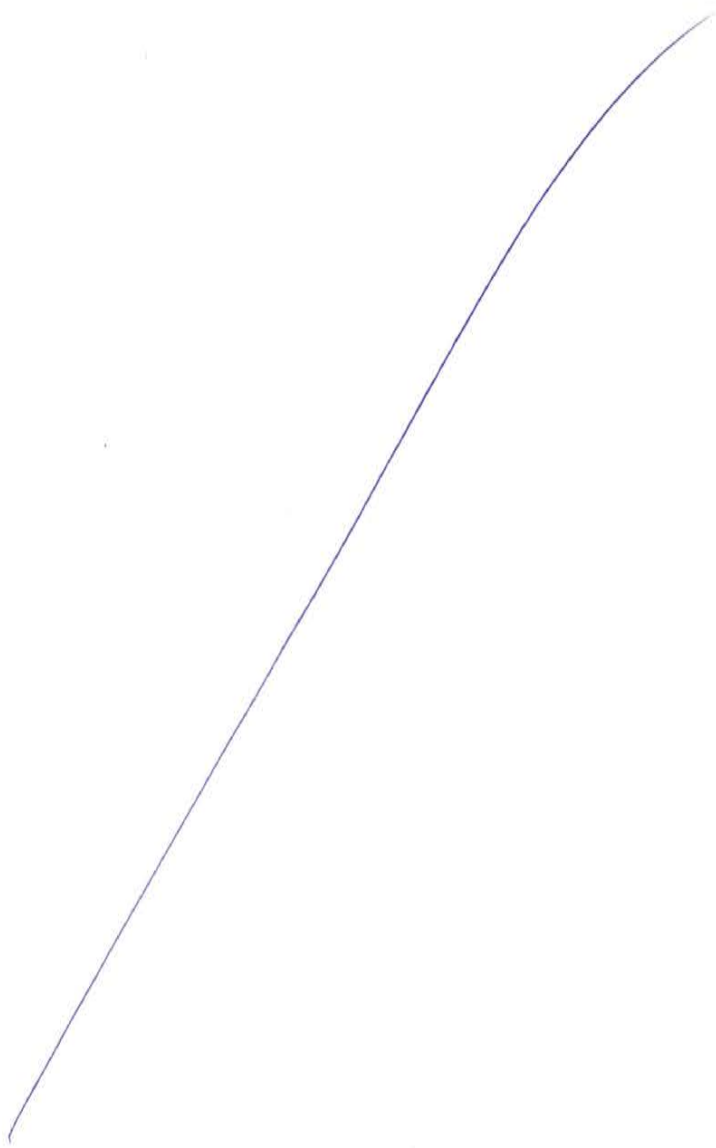
**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

Specific Construction Experience



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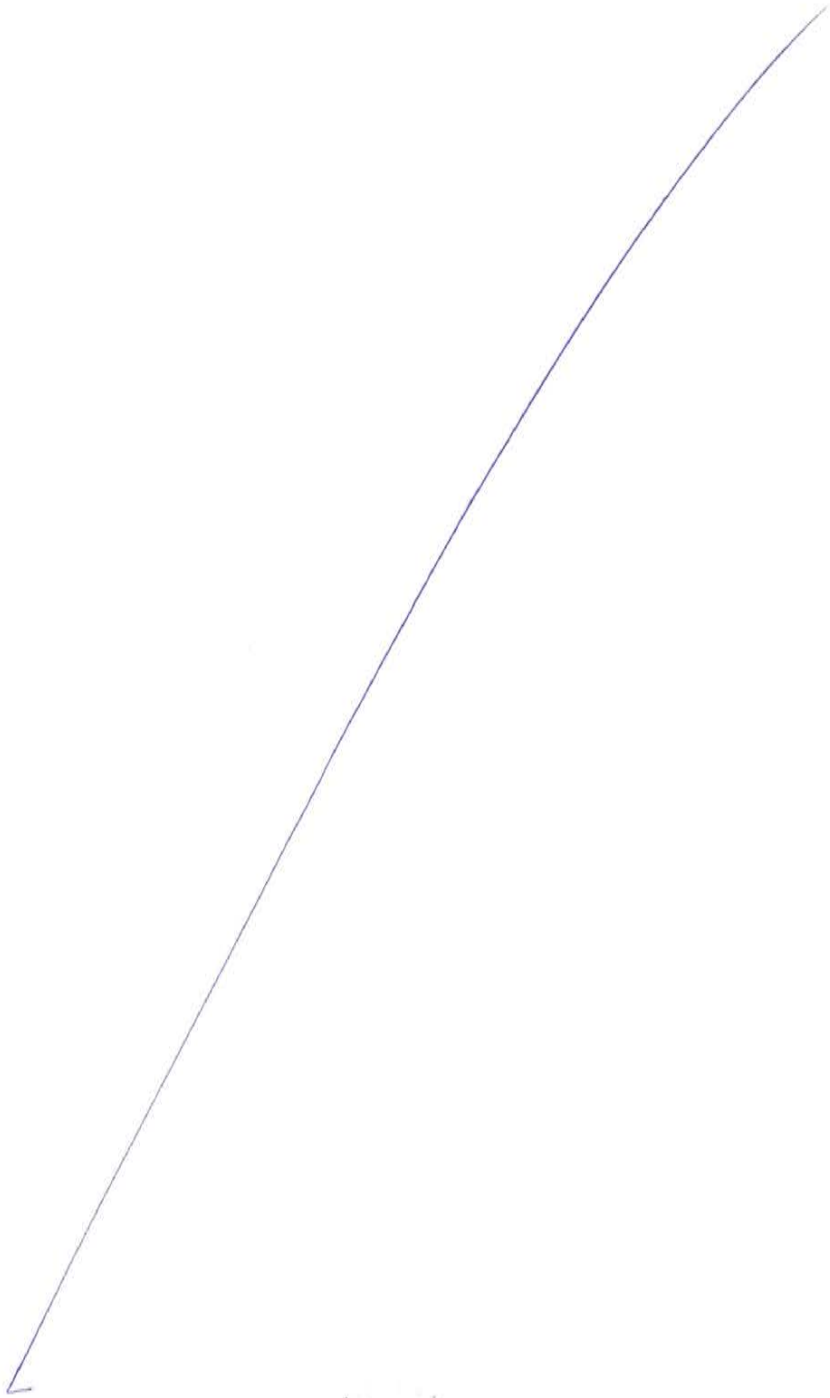
Similar Contract No. 2 of 4	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Physical Size of required works items	<ul style="list-style-type: none"> - Total length=12,343m - Marine Bridge (One united structure): Cable Stayed Bridge (1,480m) + Approach Bridge Cable stayed bridge 1,480m + Access bridge 1,778m + Elevated bridge 8,400m =11,658m - Total Bridge Foundation RCD (Ø1.8~3.0) : 636 piles (Total period : 4 years, Average 159 EA per year) Cable Stayed Bridge: 80 piles (RCD Ø3.0), Access Bridge: 112 piles (RCD Ø2.4), Elevated Bridge: 114 piles (RCD Ø1.8) + 300 piles (RCD Ø3.0)
2. Complexity	<ul style="list-style-type: none"> - Ground condition : marine clay - Heavy vessel traffic to Incheon port (Well coordination for navigational channel was required) - Around 3 m/sec tidal difference - Applying sophisticated geometric management system of long span bridge to minimize construction error
3. Methods/Technology	<ul style="list-style-type: none"> - Superstructure: Steel Deck Box Girder - Foundation: Reverse Circulation Drill (RCD) Piles - Applying Automatic Climbing system (ACS) for pylon construction to reduce construction period - Applying Guide Jacket Frame method to offshore CIP pile construction to resist strong waves and tide - Cable NPWS method (both side fan method)
4. Other Characteristics	<ul style="list-style-type: none"> - Design Speed : 100km/h - Number of Lanes : 6 lanes (3 lanes each way) - Technical Standard : AASHTO LRFD Bridge Design Specification - Cable Stays: 109 to 301 x 7mm strands, Parallel Wire Strand (PWS) (941ton)

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



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Form EXP – 4.2(a)
Specific Construction Experience

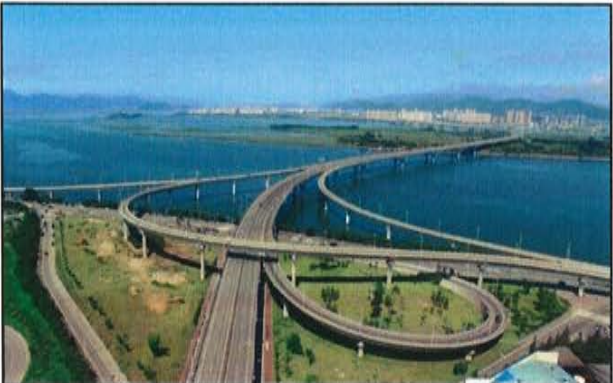

Date : 17th July, 2017

Applicant's Legal Name : Daewoo - TPL JV

Applicant's Party Legal Name : Daewoo Engineering & Construction Co., Ltd.

IFB No. : MMRDA/ENG1/000753

Page : 5 of 8 pages

Contract of Similar Size and Nature		
Similar Contract No. 3 of 4	Information	
		
Contract Identification	Construction of Eulsukdo Bridge(Private Investment)	
Award Date	31 January, 2005	
Completion Date	30 January, 2010	
Role in Contract	Prime Contractor	
	Single entity <input type="checkbox"/>	JV member <input checked="" type="checkbox"/>
Total Contract Amount	KRW 421,702,600,000	USD 371,409,975 (Exchange Rate : USD1=KRW1,135.41)
If Member in a JV, specify participation in total contract amount	21.43%	KRW 90,362,433,128 USD 79,585,729 (Exchange Rate : USD1=KRW1,135.41)
Employer's Name	Eulsukdo Bridge Company	
Address :	96, Eulsukdo-daero, Gangseo-gu, Busan, Republic of Korea	
Telephone/Fax Number:	Tel : +82.51.271.8585 / Fax : +82.51.271.8504	
E-mail:	http://www.eulsukdobridge.com/	



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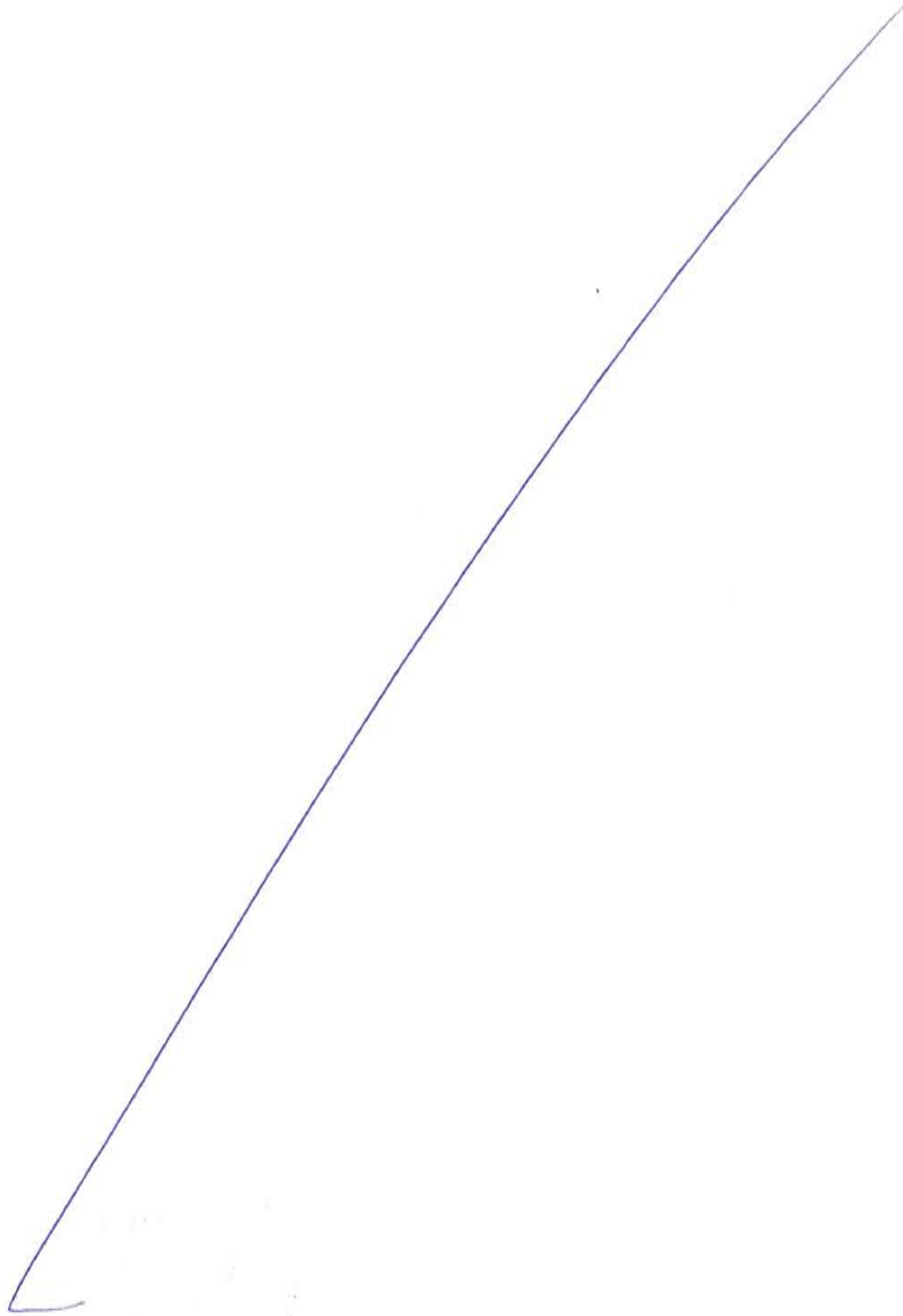
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Specific Construction Experience



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Similar Contract No. 3 of 4	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Physical Size of required works items	- Total Length = 5,205m - Marine Bridge: Steel box girder with orthotropic steel deck (2,835m) + Composite steel-concrete box girder (275m) - Longest Span: 125m (Steel box girder with orthotropic steel deck bridge, Large block erection method by crane)
2. Complexity	- Ensuring stability of work of large block erection - Ground condition : Soft clay - Applying sophisticated geometric management system of long span bridge to minimize construction error
3. Methods/Technology	- Applying Large Block Erection method by Crane on Steel box girder with orthotropic steel deck Bridge-
4. Other Characteristics	- Road Construction: Improvement of Soft Soil Ground using SCP and PBD

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



**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

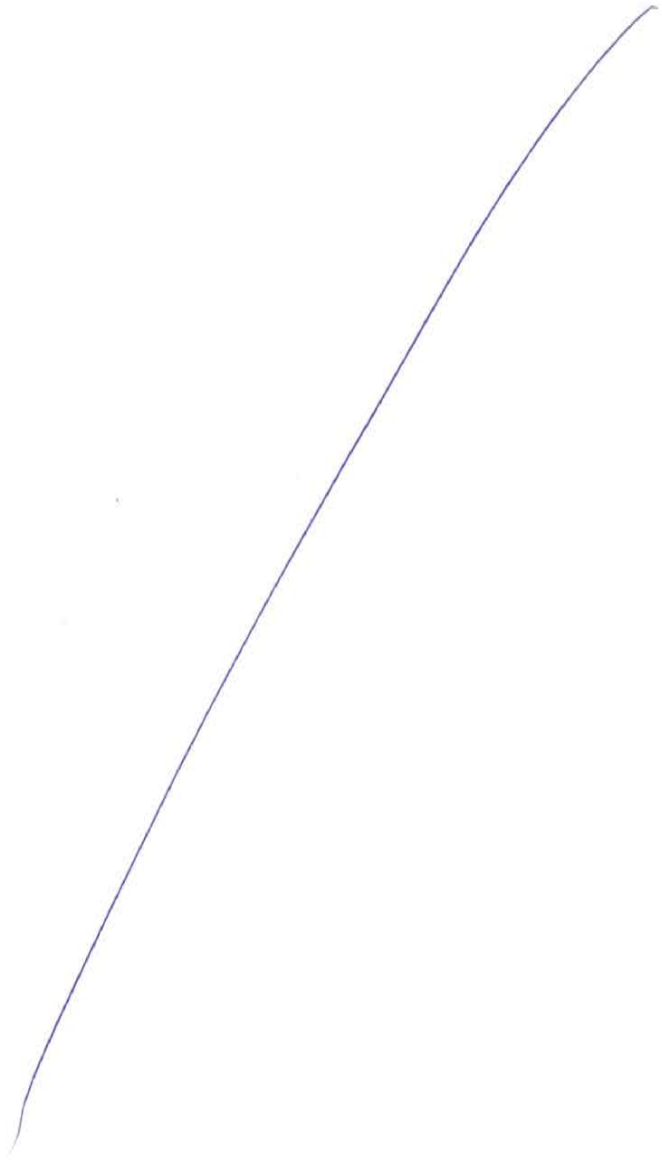
Specific Construction Experience



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Form EXP – 4.2(a)
Specific Construction Experience

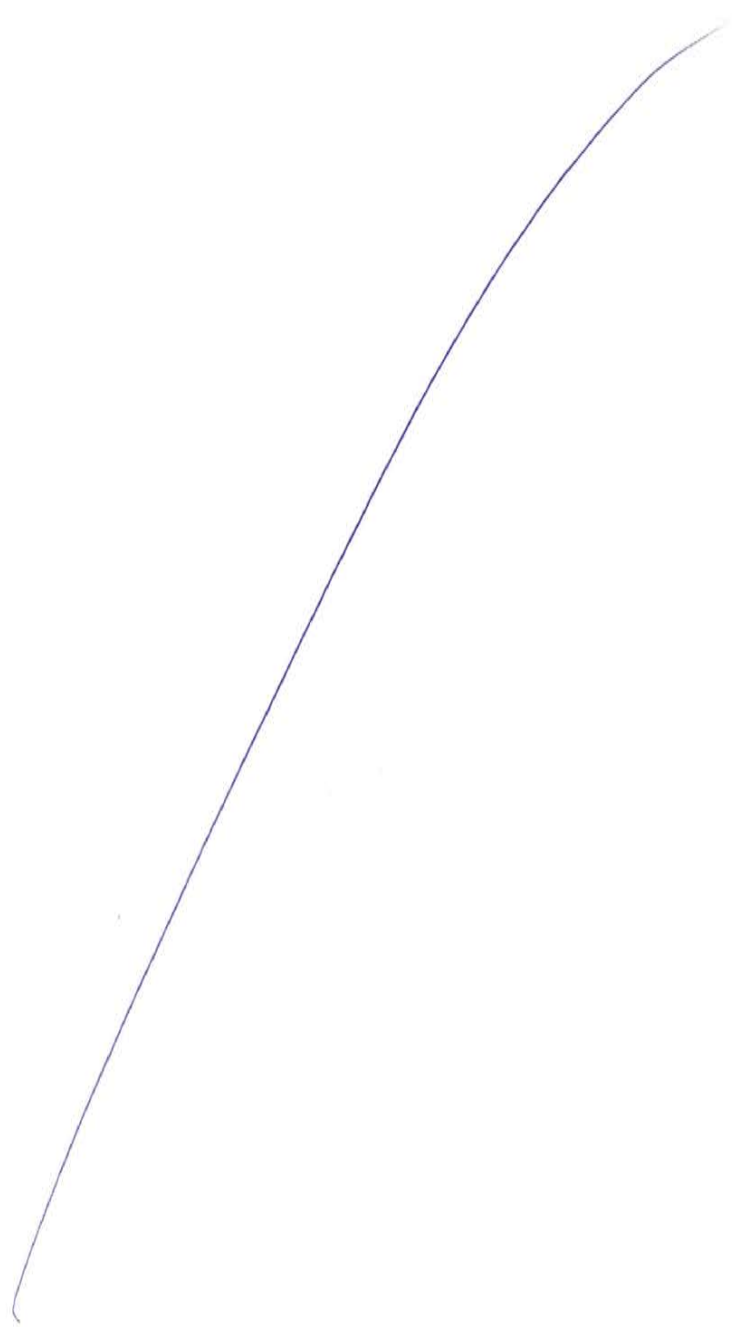
Date : 17th July, 2017
Applicant's Legal Name : Daewoo - TPL JV
Applicant's Party Legal Name : Daewoo Engineering & Construction Co., Ltd.
IFB No. : MMRDA/ENG1/000753
Page : 7 of 8 pages

Contract of Similar Size and Nature		
Similar Contract No. 4 of 4	Information	
		
Contract Identification	Construction of Gyodong Bridge	
Award Date	10 October, 2008	
Completion Date	30 June, 2014	
Role in Contract	Prime Contractor	
	Single entity <input type="checkbox"/>	JV member <input checked="" type="checkbox"/>
Total Contract Amount	KRW 80,573,910,000	USD 70,964,594 (Exchange Rate : USD1=KRW1,135.41)
If Member in a JV, specify participation in total contract amount	40.21%	KRW 32,396,288,905 USD 28,532,679 (Exchange Rate : USD1=KRW1,135.41)
Employer's Name	Ganghwa-gun District, Incheon Metropolitan City	
Address :	394, Ganghwa-daero, Gwancheong-ri, Ganghwa-eup, Ganghwa-gun, Incheon, Republic of Korea	
Telephone/Fax Number:	Tel : +82.32.930.3114 / Fax : N/A	
E-mail:	http://www.ganghwa.go.kr/open_content/main/	



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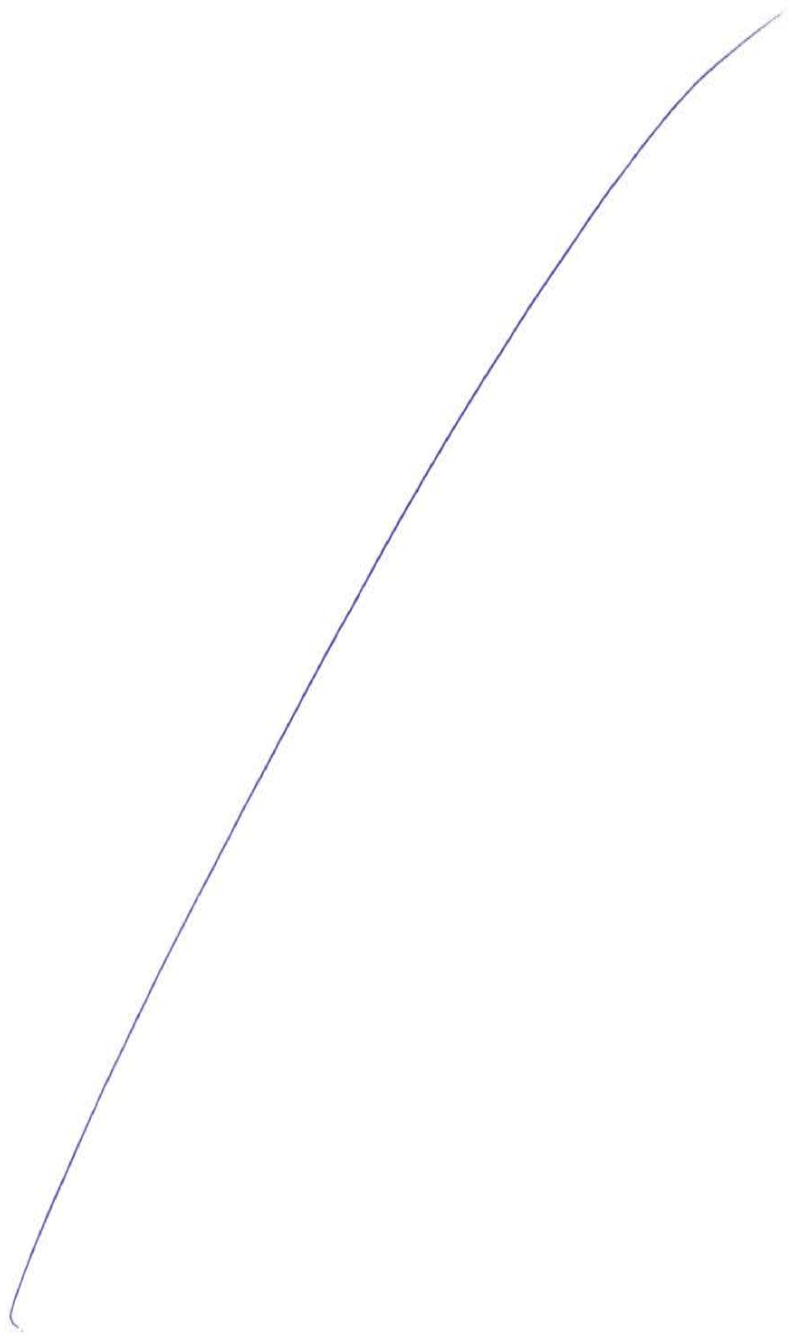
Similar Contract No. 4 of 4	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Physical Size of required works items	<ul style="list-style-type: none"> - Total Length = 3,440m - Total length of bridge across sea= 2.11km - Cable Stayed Bridge (Concrete EDGE Girder, 310m) + Approach Bridge (PSC Box Girder, 1,800m)
2. Complexity	<ul style="list-style-type: none"> - Turn Key Project including Basic Design, Detail Design and Construction - High speed of tidal current (maximum 3.3m/s) - Coordination with Korean Navy for navigation channel (Adjacent area with existing naval base)
3. Methods/Technology	<ul style="list-style-type: none"> - Cable Stayed Bridge Superstructure : Precast Concrete Edge Girder (FCM) Foundation : RCD(D2500) + PC House - Approach Bridge Superstructure : PSC Box Girder (ILM) Foundation : RCD(D1800) + PC House- - RCD Pile : drive on the jack-up barge for marine section
4. Other Characteristics	<ul style="list-style-type: none"> - PSC box girder with 50m in span length for approach bridge - Design Speed : 80km/h - Number of Lanes : 4 lanes (2 lanes each way) - Technical Standard : Korean Codes and Specification (BS Codes are used partially for cable stayed bridge)

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



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Mumbai Trans Harbour Link Project
Package II

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



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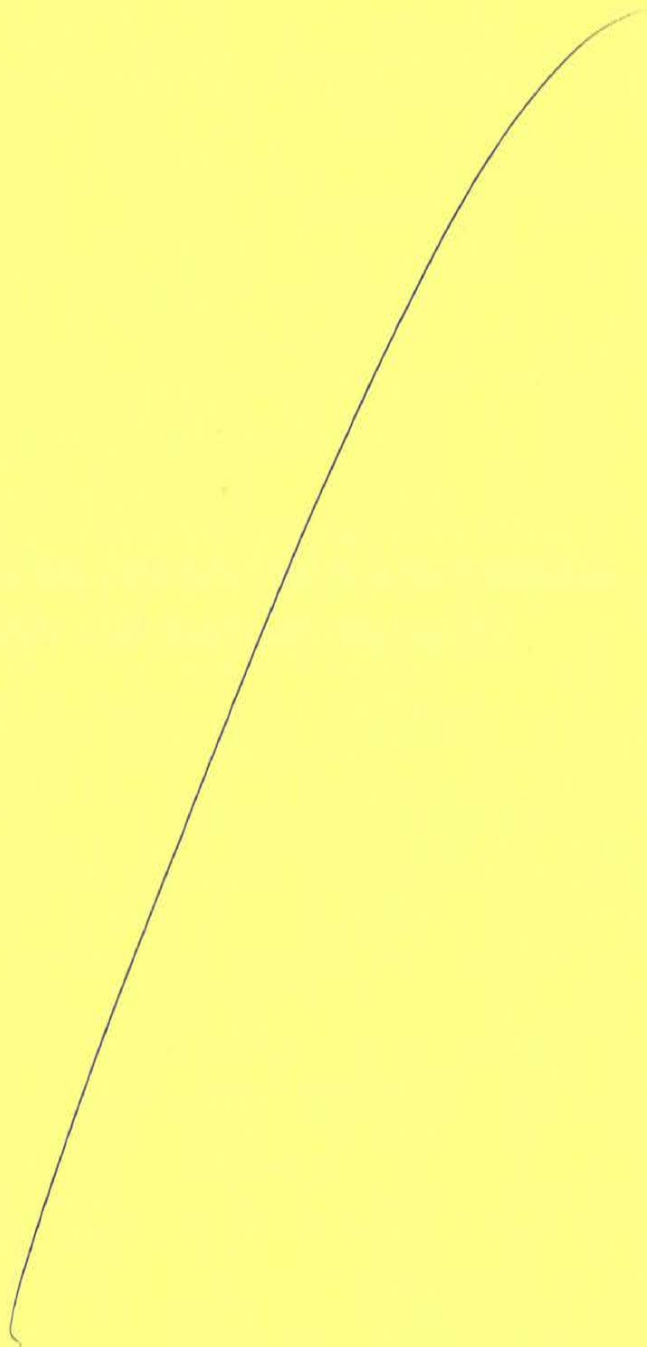
**Project: Project: Mumbai Trans Harbour Link Project (Package-2)
(Construction of a 7.807 km long bridge section (CH 10+380 -
CH18+187) across the Mumbai Bay including Shivaji Nagar
Interchange)**



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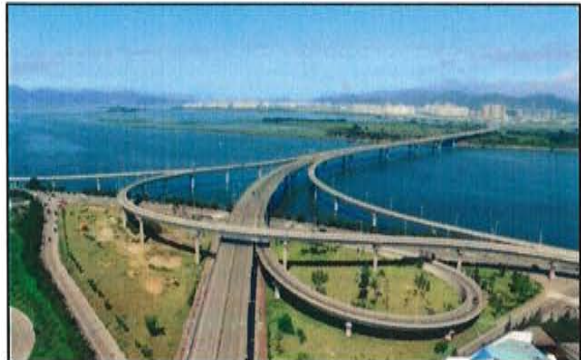



	Mumbai Trans Harbour Link Project Package-2	 2887 Simplify.Create
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Form EXP – 4.2(b)
Specific Construction Experience in Key Activities

Date : 17th July, 2017
 Applicant's Legal Name: Daewoo - TPL JV
 Applicant's Party Legal Name: Daewoo Engineering & Construction Co., Ltd.
 IFB No. : MMRDA/ENG1/000753
 Page : 1 of 4 pages

Key Activity No. (2): contracts / projects for erection of large block(s) of steel girder with steel slab of 80 m or more in the unit block length above water

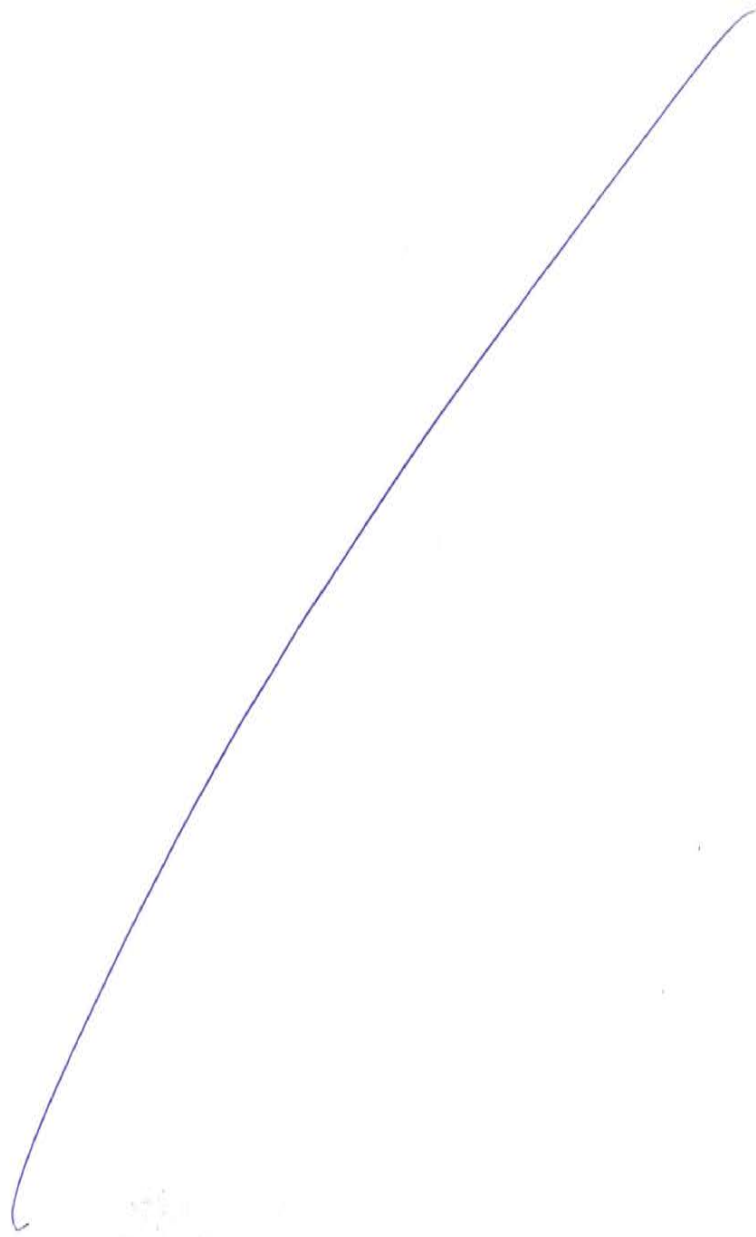
Contract of Similar Size and Nature				
Item	Information			
				
Contract Identification	Construction of Eulsukdo Bridge(Private Investment)			
Award Date	31 January, 2005			
Completion Date	30 January, 2010			
Role in Contract	Prime Contractor		Management Contractor	Subcontractor
	Single entity <input type="checkbox"/>	JV member <input checked="" type="checkbox"/>		
Total Contract Amount	KRW 421,702,600,000		USD 371,409,975 (Exchange Rate : USD1=KRW1,135.41)	
Description of the Works undertaken for demonstration of the similarity of the key activity	- Type : Marine Bridge, Steel box girder bridge with orthotropic steel deck (L = 2,835M) + Composite steel-concrete box girder bridge (L = 275M) - Longest Span : 125m (Steel box girder with orthotropic steel deck Bridge) - Construction Method: Large block erection method by crane for steel box girder bridge construction above water			



	DOCUMENT TITLE <p style="text-align: center;">Specific Construction Experience in Key Activities</p>
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**Mumbai Trans Harbour Link Project
Package-2**

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Employer's Name	Eulsukdo Bridge Company
Address :	96, Eulsukdo-daero, Gangseo-gu, Busan, Republic of Korea
Telephone/Fax Number:	Tel : +82.51.271.8585 / Fax : +82.51.271.8504
E-mail:	http://www.eulsukdobridge.com/

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



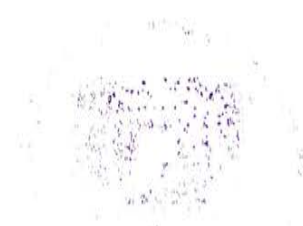
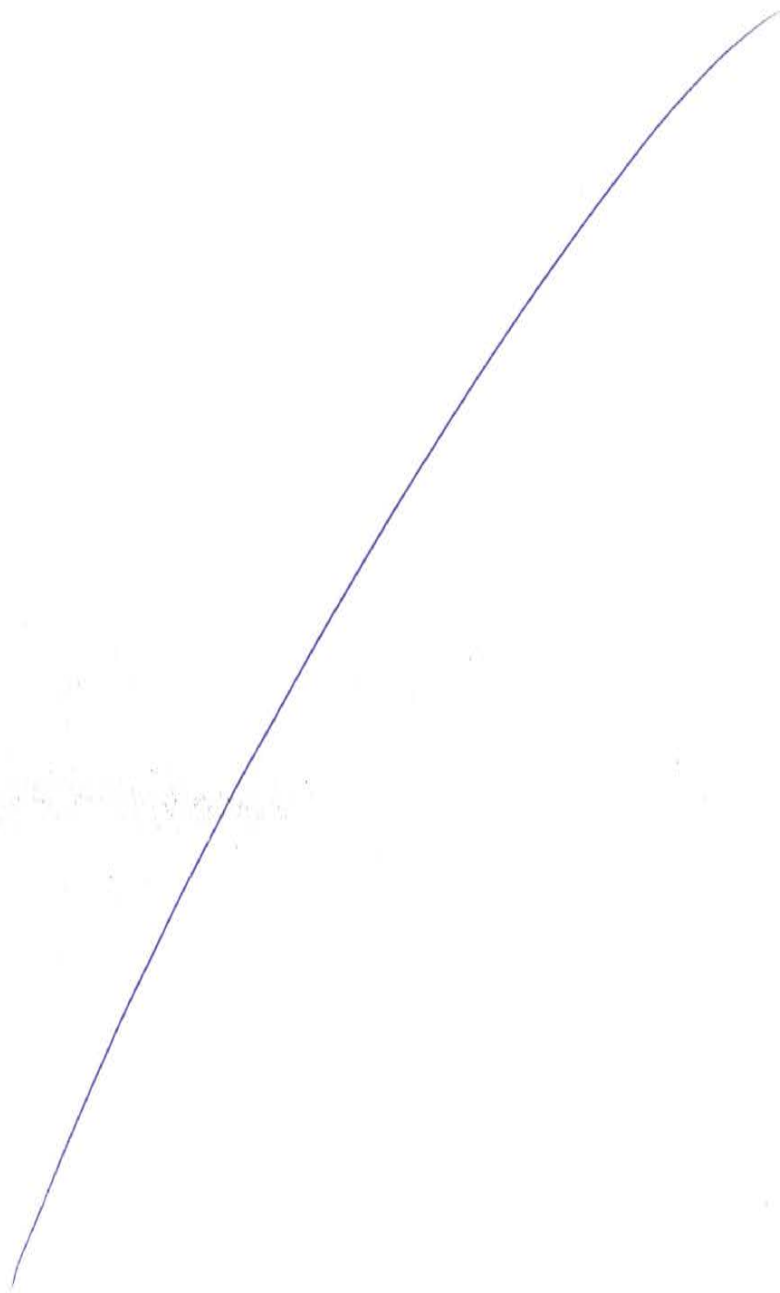
**Mumbai Metropolitan
Region Development
Authority**

DOCUMENT TITLE

**Specific Construction Experience in Key
Activities**



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

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

Date : 17th July, 2017

Applicant's Legal Name: Daewoo - TPL JV



Applicant's Party Legal Name: Daewoo Engineering & Construction Co., Ltd.

IFB No. : MMRDA/ENGI/000753

Page : 3 of 4 pages

Specific Construction Experience in Key Activity No. Item No. 6: Cast-in-situ pilling work in water

Successful completion of 100 piles or more of cast-in-situ concrete piles of 1,000 mm or above in diameter constructed in water (sea, creek, river, estuary) within any one year (365 days) period in the last 10 years.

Contract of Similar Size and Nature			
Item	Information		
			
Contract Identification	Construction of Incheon Bridge(Private Investment)		
Award Date	16 June, 2005		
Completion Date	22 October, 2009		
Role in Contract	Prime Contractor		Management Contractor
	Single entity <input type="checkbox"/>	JV member <input checked="" type="checkbox"/>	
Total Contract Amount	KRW 1,382,738,500,000	USD 1,217,831,885 (Exchange Rate : USD1=KRW1,135.41)	
Description of the Works undertaken for demonstration of the similarity of the key	- Type : Marine Bridge, - Foundation in Water: Cast-in-place bored pile (RCD) Ø3.0: 380 piles, Ø2.4: 112 piles, Ø1.8: 144 piles Total foundation RCD (Ø1.8~3.0) : 636 EA (Total period : 4 years,		

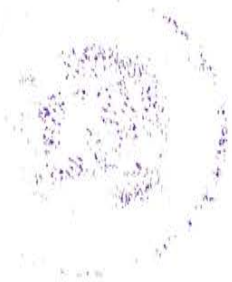
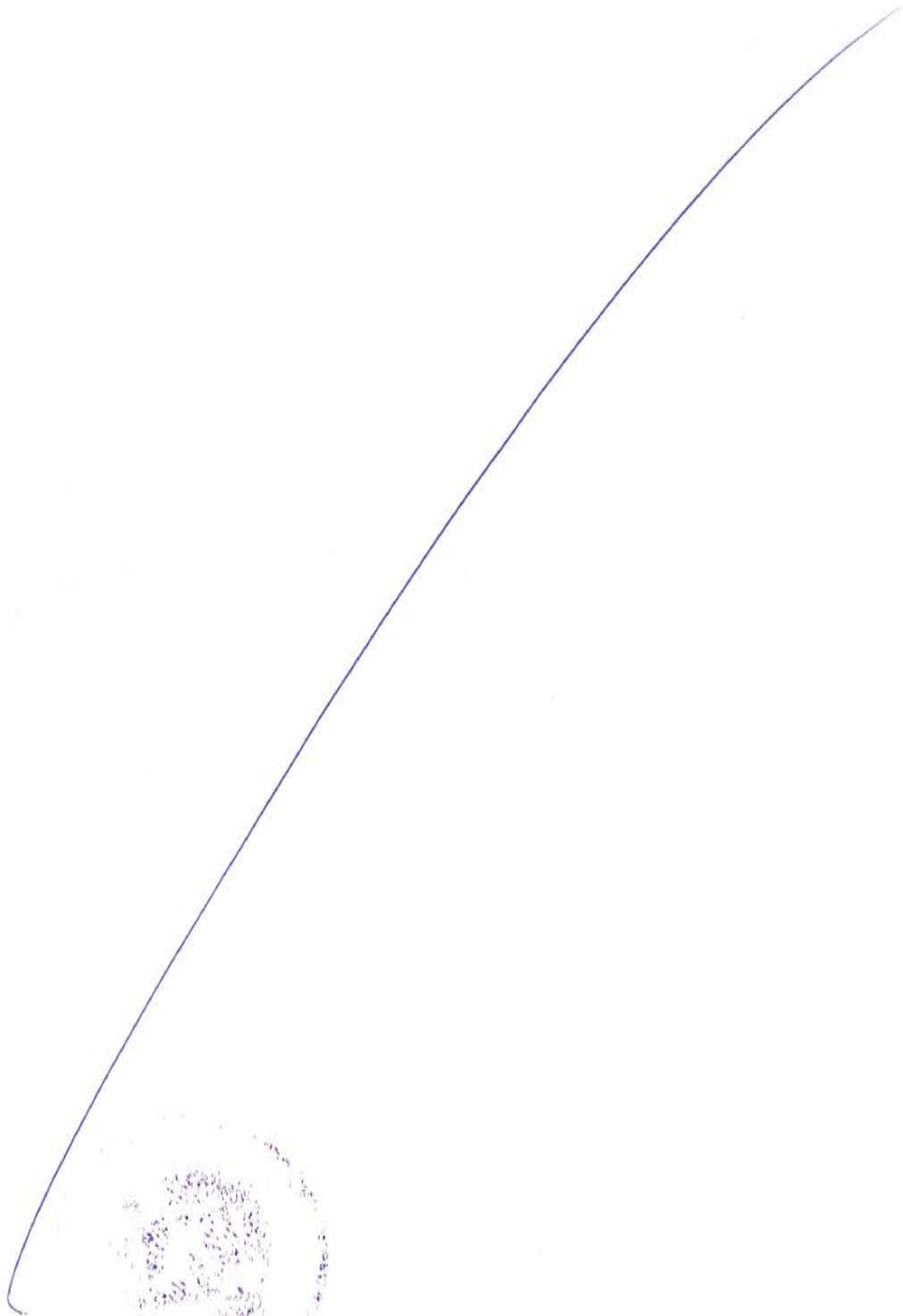



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Region Development
Authority**

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**Specific Construction Experience in Key
Activities**

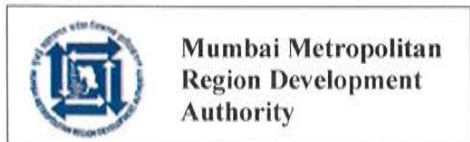




	Mumbai Trans Harbour Link Project Package-2	TATA PROJECTS Simplify.Create 2893
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activity	159 piles per year on average)
Employer's Name	Incheon Bridge Corporation
Address : Telephone/Fax Number: E-mail:	3, Incheondaegyo Expressway, Jung-gu, Incheon, Republic of Korea Tel : +82.32.745.8200 / Fax : N/A http://www.incheonbridge.com

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

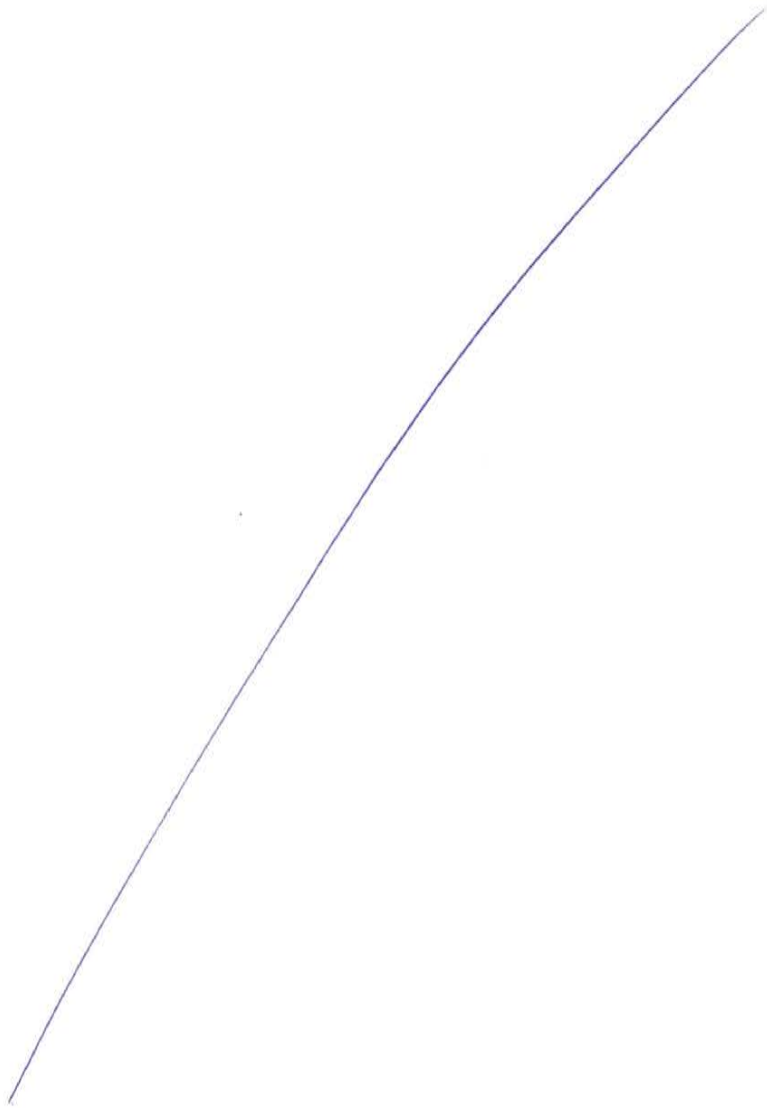


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Region Development
Authority

DOCUMENT TITLE

**Specific Construction Experience in Key
Activities**

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