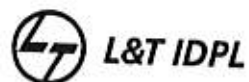
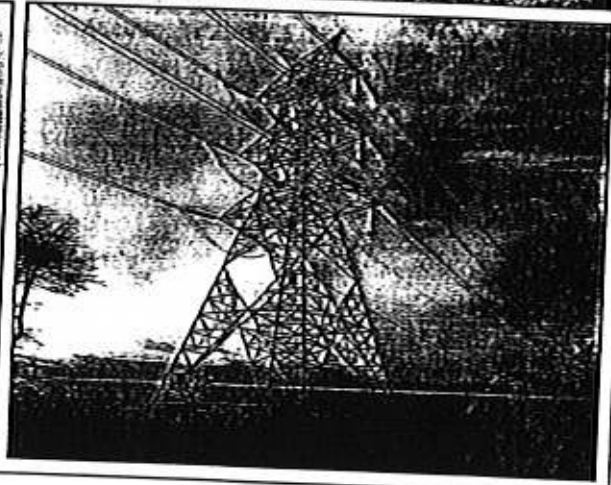
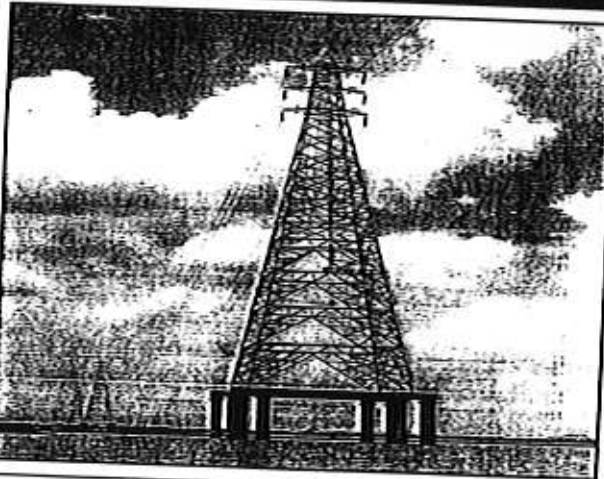
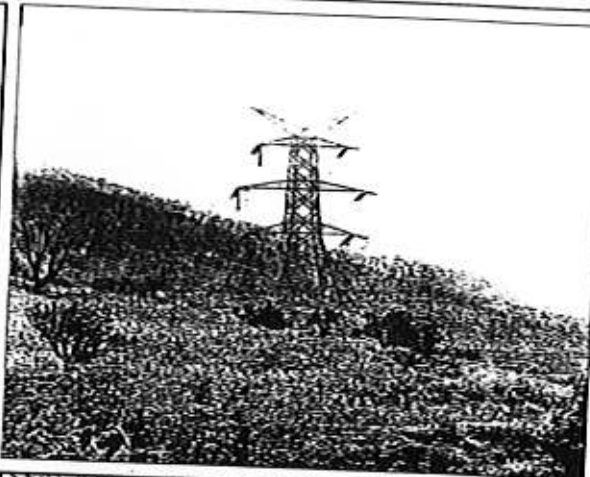
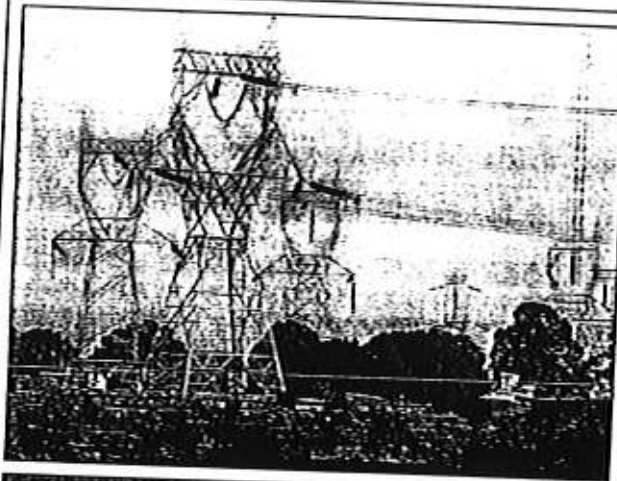


**Bid for selection  
of  
Transmission Service Provider to establish Transmission  
System required for evacuation of power from Kudgi TPS  
(3x800 MW in Phase-I) of NTPC Limited**



Name of the Bidder: L&T Infrastructure Development Projects Limited  
Due for opening on: 02.07.2013  
Envelope I: Non Financial Bid

"COPY OF BID - 1"

Submitted

To

REC Transmission Projects Company Ltd.  
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
Core-4, SCOPE Complex, 7, Lodhi Road,  
New Delhi - 110 003, India  
Tel. + 91 11 46604302, 46604332, 46604300  
Fax + 91 11 26115329, 24102569  
Email: skgupta@recl.nic.in, vijay.vksingh@gmail.com



**INDEX**

Sl. No.	DESCRIPTION	
1.	ANNEXURE 2	Bid Bond
2.	ANNEXURE 8 (Format 1)	Board resolution committing 100% Investment of the total equity share capital
3.	ANNEXURE 6 (Format 1 & 2)	<ul style="list-style-type: none"> <li>• Bidder Undertaking (Format 1)</li> <li>• Board resolution (as per Format 1, Note 1)</li> <li>• Details of Equity Investment in the Project (Format 2)</li> </ul>
4.	ANNEXURE 9	Covering Letter
5.	ANNEXURE 10 (Format 1)	<ul style="list-style-type: none"> <li>• Power of Attorney</li> <li>• Board Resolution (as per Note 1)</li> </ul>
6.	ANNEXURE 10 A	<b>NOT APPLICABLE</b> (Undertaking for Equity Investment by Technically / Financially Evaluated Entity / Ultimate Parent Company)
7.	ANNEXURE 14	Disclosure
8.	ANNEXURE 15	Check List – RFP Submission requirements
9.	Illustration of Affiliates duly certified by Company Secretary of Bidding Company	

CERTIFIED TRUE COPY

*Hornbourn*

*Hornbourn*

Request for Proposal: Submitted By L&T Infrastructure Development Projects Limited



**ANNEXURE 2**  
**Bid Bond**

*[Handwritten Signature]*



CERTIFIED TRUE COPY

*[Handwritten Signature]*





533

S. Srinivas

Chief Executive Officer  
REC Transmission Projects Company Ltd  
(a wholly owned subsidiary of Rural Electrification Corporation Ltd)  
Core-4, Scope Complex,  
7, Lodhi Road, New Delhi- 110 003



Bank Guarantee No.0305ILG005513 dated 21.06.2013 for Rs.16,10,00,000/-  
Applicant: M/s L&T IDPL

At the request of the applicant, M/s L&T IDPL, we hereby extend the validity period of the above Guarantee No.0305ILG005513 from 23.01.2014 to 29.01.2014 with claim period extended from 22.02.2014 to 28.02.2014.

Accordingly, any claim under the above Guarantee should be lodged in writing to us on or before 02.03.2014.

NOTWITHSTANDING anything contained herein: -

- Our Liability under this Bank Guarantee shall not exceed Rs.16,10,00,000/- (Rupees Sixteen crores ten lacs only)
- This Bank guarantee shall be valid up to 29.01.2014 with claim period upto 28.02.2014.
- 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 28.02.2014.*

All other terms and conditions of the Original Guarantee No.0305ILG005513 DATED 21.06.2013 shall remain unaltered and binding.

Thanking You,

CHENNAI  
27.06.2013

Yours faithfully,

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

S. Srinivasaraghavan

S. SRINIVASARAGHAVAN  
P.A. No. 2758

Authorised Signatory



B. THEJASWINI SARAVANAM  
P.A. No. 2978



CERTIFIED TRUE COPY

Handwritten signature





ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

21.06.2013

CHIEF EXECUTIVE OFFICER  
REC Transmission Project Co. Ltd.  
(A wholly owned subsidiary of Rural  
Electrification Corporation Ltd.)  
Core-4, Scope Complex, 7, Lodhi Road,  
New Delhi 110 003.

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&T Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. S.MURLIDHARAN  
Designation: Senior Manager

(2) Sh. S. Srinivasaraghavan .  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG005513	Rs.16,10,00,000/-	23.01.2014	22.02.2014

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : S.MURLIDHARAN  
Designation: SENIOR MANAGER

CERTIFIED TRUE COPY



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIAN NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMILNADU

P N B. அங்கு

AK 603549

20 DEC 2012

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

சென்னை கிளை 0213/03/2007  
செயற்கை மன்ற வளாகம்  
சென்னை-104.

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country)

BG NO: 0305ILG005513 DATED 21.06.2013  
AMOUNT : 16,10,00,000/-  
VALIDITY : 23.01.2014  
CLAIM PERIOD UP TO: 22.02.2014

In consideration of the L&T Infrastructure Development Projects Limited (name of the Bidder) submitting the Bid inter alia for establishing the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited on build, own, operate and maintain basis, in response to the RFP dated 12.03.2013 issued by REC Transmission Projects Company Limited, and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of L&T Infrastructure Development Projects Limited as per the terms of the RFP, the Punjab National Bank, Large corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, having Head Office, at 7, Bhikaiji Cama Place, New Delhi 110 066 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to REC Transmission Projects Company Limited or its authorized representative at Core-4, Scope Complex, 7, Lodhi Road, New Delhi - 110 003 forthwith on demand in writing from REC Transmission Projects Company Limited or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees Sixteen Crores Ten Lakhs Only (Rs. 16.10 Crores), on behalf of M/s L&T Infrastructure Development Projects Limited.



S. Srinivasaraghavan

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002



CERTIFIED TRUE COPY

S. SRINIVASARAGHAVAN  
P.A. No. 2758

*Handwritten signature*

BG NO: 0305ILG005513 DATED 21.06.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including January 23, 2014 and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees Sixteen Crores Ten Lakhs Only (Rs. 16.10 Crores). Our Guarantee shall remain in force until January 23, 2014. REC Transmission Projects Company Limited or its authorized representative shall be entitled to invoke this Guarantee until February 22, 2014. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the REC Transmission Projects Company Limited or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to REC Transmission Projects Company Limited or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require REC Transmission Projects Company Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against REC Transmission Projects Company Limited or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly REC Transmission Projects Company Limited or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by REC Transmission Projects Company Limited or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN  
P.A. No. 2758

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002

M. Muralidharan  
Authorized Signatory



M. MURALIDHARAN  
P.A. No. 1

CERTIFIED TRUE COPY



S. Srinivasaraghavan

BG NO: 0305ILG005513 DATED 21.06.2013

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Sixteen Crores Ten Lakhs Only (Rs. 16.10 Crores) and it shall remain in force until January 23, 2014, with an additional claim period of 30 days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if REC Transmission Projects Company Limited or its authorized representative serves upon us a written claim or demand on or before February 22, 2014.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this 21<sup>st</sup> day of June, 2013 at Chennai.

Witness: 

1. Rayesh Komar  
Name and Address

PNB, LCB Chennai

Name and Address

2. S.G. Wilson  
(S.G. Wilson)  
L&T IDPL  
Chennai - 89

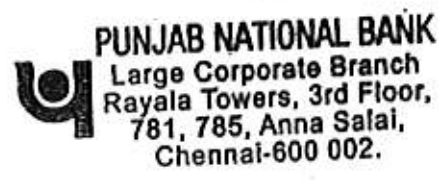


For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

S. Srinivasaraghavan  
Authorized Signatory

S. MURLIDHARAN  
PA No. 1435

S. SRINIVASARAGHAVAN  
P.A. No. 2758



Banker's Stamp and Full Address:

Dated this 21<sup>st</sup> day of June .2013.....

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**ANNEXURE 8 (Format 1)**

**Board Resolution Committing 100% Investment of the total equity share capital**

*Bambhani*



CERTIFIED TRUE COPY

*Bambhani*







EXTRACT OF THE MINUTES OF THE 72<sup>ND</sup> MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON THURSDAY, THE 2<sup>ND</sup> DAY OF MAY, 2013 AT 10.00 A.M. AT CONFERENCE ROOM, FIRST FLOOR, L&T HOUSE, N.M. MARG, BALLARD ESTATE, MUMBAI 400 001

**APPROVAL OF INVESTMENT FOR TRANSMISSION REQUIRED FOR EVACUATION OF POWER FROM KUDGI TPS (3X800 MW IN PHASE-I) OF NTPC LIMITED**

"RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of 100 % (One Hundred per cent) of the total equity share capital of Kudgi Transmission Limited representing the entire amount proposed to be invested by the company for the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited, partly by acquisition of the existing equity shares from REC Transmission Projects Company Limited and / or partly by subscribing to the new equity shares, as per the terms of the RFP."

"FURTHER RESOLVED THAT Mr. K. Sankararaman, General Manager – Transmission Line & Wind Energy Business, be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to Bid Process Co-ordinator as part of the Bid or such other documents as may be necessary in this regard."

"FURTHER RESOLVED THAT the Common seal of the Company be affixed in any of the bid Submittals as required, in presence of any two Directors or any one Director and the Company Secretary, who do sign the same."

**//CERTIFIED TRUE COPY//**

For L&T INFRASTRUCTURE DEVELOPMENT  
PROJECTS LIMITED

CERTIFIED TRUE COPY

*Kembhansari*



*Kembhansari*

*P. Chandra*  
CHIEF LEGAL OFFICER &  
COMPANY SECRETARY



**ANNEXURE 6 (Format 1)**  
**Bidder Undertaking**

*[Handwritten signature]*



CERTIFIED TRUE COPY

*[Handwritten signature]*





L&amp;T IDPL

## UNDERTAKINGS AND DETAILS OF EQUITY INVESTMENT

### Format 1: Bidders' Undertakings

Date: 01.07.2013

Chief Executive Officer  
 REC Transmission Projects Company Ltd.  
 (a wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
 Core - 4, Scope Complex, 7, Lodhi Road,  
 New Delhi - 110 003, India

Dear Sir,

**Sub: Bidders' Undertakings in respect of Bid for selection of TSP to establish Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited**

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.
2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.3 of the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and Central Electricity Regulatory Commission (Open Access in Interstate Transmission) Regulations, 2008 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177 (2) of the Electricity Act, 2003.
3. We give our unconditional acceptance to the RFP dated 12.03.2013 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement as per the provisions of this RFP.

CERTIFIED TRUE COPY

*Kombaniam*

*Kombaniam*



L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.  
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.lntidpl.com

-2-

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure-4 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.
5. Our Bid is valid up to the period required under Clause 2.17 of the RFP.
6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed in original with this undertaking.
- ~~7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement submitted at the time of the RFQ, to the extent and only in relation to equity lock-in and our liability thereof shall get modified to give effect to the provisions of Clause 2.14.4 of this RFP and Article 18.2 of the TSA. (Note: This is applicable only in case of a Bidding Consortium)~~
8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Schedule COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1	Kudgi TPS - Narendra (New) 400 kV 2xD/C quad lines	18	3.22	-
2	Narendra (New) - Madhugiri 765 kV D/C line	28	80.65	Kudgi TPS - Narendra (New) 400 kV 2xD/C quad lines of Sl. No. 1
3	Madhugiri - Bidadi 400 kV D/C (quad) line	28	16.13	Kudgi TPS - Narendra (New) 400 kV 2xD/C quad lines of Sl. No. 1

CERTIFIED TRUE COPY

*[Handwritten signatures]*



..... Contd.



-3-

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.

**Scheduled COD for the Project: 28 months from the Effective Date**

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
- Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at Annexure-4 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.14.1.2.
  - Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.3.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
  - Financial Bid in the prescribed format of Annexure-4 has been submitted duly signed by the authorized signatory.
  - Financial Bid is unconditional.
  - Only one Financial Bid has been submitted.
10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of Kudgi Transmission Limited, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under TSA, and relevant provisions of TSA shall apply.

..... Contd. 4

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*Hambharam*



*Hambharam*



- 11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.
- 12. Original power of attorney/ Board resolution as per Clause 2.14.1.1. is enclosed.

For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

*K. Venkatesh*

CHIEF EXECUTIVE & MANAGING DIRECTOR

**K.VENKATESH**  
CHIEF EXECUTIVE & MANAGING DIRECTOR

Common seal of L&T Infrastructure Development Projects Limited has been affixed in our presence pursuant to Board of Director's Resolution dated May 2, 2013

For L&T Infrastructure Development Projects Limited

*K. Venkatesh*

K.Venkatesh  
Chief Executive & Managing Director

For L&T Infrastructure Development Projects Limited

*R. Chandrasekaran*

R. Chandrasekaran  
Chief Legal Officer & Company Secretary

WITNESS

- 1. *Meenakshi*  
.....  
(Signature)  
Name ..M. MEENAKSHI.....  
Designation...MANAGER.....

WITNESS

- 2. *P. Sivaramakrishnan*  
.....  
(Signature)  
Name P. SIVARAMAKRISHNAN.....  
Designation MANAGER - CONTRACTS



CERTIFIED TRUE COPY

*[Signature]*

*[Signature]*



**ANNEXURE 6 (Format 1, Note 1)**

**Board resolution**

*[Handwritten signature]*



CERTIFIED TRUE COPY



*[Handwritten signature]*





L&amp;T IDPL

EXTRACT OF THE MINUTES OF THE 72<sup>ND</sup> MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON THURSDAY, THE 2<sup>ND</sup> DAY OF MAY, 2013 AT 10.00 A.M. AT CONFERENCE ROOM, FIRST FLOOR, L&T HOUSE, N.M. MARG, BALLARD ESTATE, MUMBAI 400 001

AUTHORISATION TO MR.K.VENKATESH, CHIEF EXECUTIVE AND MANAGING DIRECTOR OF THE COMPANY TO DEAL WITH ALL MATTERS RELATED TO ESTABLISHMENT OF TRANSMISSION SYSTEM REQUIRED FOR "THE EVACUATION OF POWER FROM KUDGI TPS (3x800 MW IN PHASE-I) OF NTPC LIMITED"

"RESOLVED THAT Mr.K.Venkatesh appointed as Chief Executive and Managing Director of the Company be authorized to do, in the name of the Company and on its behalf, all such acts, deeds and things necessary in connection with or incidental to submission of RFP and any other proposal / document for the purpose of selection of Transmission Service Provider to establish Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited through tariff based competitive bidding process, including signing and submission of all documents, representing us and dealing with all matters providing all required information, responses & details to REC Transmission Projects Company Limited."

//CERTIFIED TRUE COPY//

For L&T INFRASTRUCTURE DEVELOPMENT  
PROJECTS LIMITED



*[Handwritten Signature]*  
CHIEF LEGAL OFFICER &  
COMPANY SECRETARY

CERTIFIED TRUE COPY

*[Handwritten Signature]*



*[Handwritten Signature]*



L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.  
Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.lntidpl.com



**ANNEXURE 6 (Format 2)**  
**Details of Equity Investment in the Project**

*Handwritten signature*



CERTIFIED TRUE COPY



*Handwritten signature*





L&amp;T IDPL

## UNDERTAKINGS AND DETAILS OF EQUITY INVESTMENT

### Format 2: Details of equity investment in Project

- 1.1.a Name of the Bidding Company: L&T Infrastructure Development Projects Limited
- 1.2 Investment details of the Bidding Company investing in Kudgi Transmission Limited as per Clause 2.14.4.2.

Sl. No.	Name of the Bidding Company	Name of the Company investing in the equity of the Kudgi Transmission Limited	Relationship with Bidding Company	% of equity participation in the Kudgi Transmission Limited
(1)	(2)	(3)	(4)	(5)
1.	L&T Infrastructure Development Projects Limited	L&T Infrastructure Development Projects Limited	Self	100%
TOTAL				100%

For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

Signature of authorized person

AUTHORISED SIGNATORY

Name: K. Sankararaman  
 Designation: General Manager  
 Transmission Line & Wind Energy Business

Date: 01-07-2013

Company rubber stamp

CERTIFIED TRUE COPY



L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.  
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.lntidpl.com



**ANNEXURE 9**  
**Covering Letter**

*Handwritten signature*



CERTIFIED TRUE COPY



*Handwritten signature*




**L&T IDPL**
**COVERING LETTER**

Bidder's Name: L&T Infrastructure Development Projects Limited  
 Full Address: TCTC Building, First Floor,  
 Mount Poonamallee Road, Manapakkam,  
 Chennai - 600 089.  
 Telephone No.: 044-22528000 / 22526000  
 044-22528747 (Direct)  
 Email address.: KSR@LNTIDPL.COM  
 Fax/ No.: 044-22528724

**To:**

**Chief Executive Officer**  
**REC Transmission Projects Company Ltd.**  
 (a wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
 Core - 4, Scope Complex, 7, Lodhi Road,  
 New Delhi - 110 003, India

**Sub: Bid for selection of a Transmission Service Provider to build, own, operate and maintain the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited under the Tariff Based Competitive Bidding Process**

**Dear Sir,**

We, the undersigned Bidder having read and examined in detail the RFP for selection of a Transmission Service Provider to build, own, operate and maintain the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited through the Tariff Based Competitive Bidding Process, hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.

**1) Bid Bond**

We have enclosed a Bid Bond of Rupees Sixteen Crores Ten Lakhs Only (Rs. 16.10 Crores), in the form of bank guarantee no. 0305ILG005513 [number of the Bank Guarantee] dated 21.06.2013 [Date of the Bank Guarantee] as per your proforma (Annexure-2) from Punjab National Bank [name of bank providing Bid Bond] and valid up to 29.01.2014 in terms of Clause 2.20 of the RFP.

**CERTIFIED TRUE COPY**


..... Contd


**L&T Infrastructure Development Projects Limited**

 Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.  
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.lntidpl.com

2) **Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by the BPC on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

3) **Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Share Purchase Agreement, in the event of our selection as the Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.14.2 of RFP have been fully examined and considered while submitting the Bid.

4) **Contact Person**

Details of contact person as required under Clause 2.14.1.4 (e) are furnished as under:

Name : K. SANKARARAMAN  
 Designation : General Manager  
 Transmission Line & Wind Energy Business  
 Company : L&T Infrastructure Development Projects Limited  
 Address : TCTC Building, First Floor,  
 Mount Poonamallee Road,  
 Manapakkam,  
 Chennai – 600 089.  
 Phone Nos.: 044-22528000 / 22526000  
 044-22528747 (Direct)  
 Fax Nos.: 044-22528724  
 E-mail address: KSR@LNTIDPL.COM

We are enclosing herewith Envelope I (Non Financial Bid) and Envelope II (Financial Bid) containing duly signed formats each one duly closed separately, in one (1) original + two ( 2) copies (duly attested) as desired by you in your RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from BPC.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

CERTIFIED TRUE COPY

*[Handwritten Signature]*



*[Handwritten Signature]*



..... Contd. 3



We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one eighty (180) days from the Bid Deadline.

We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated at Clause 2.14.1, of this RFP.

Dated this 1<sup>st</sup> day of July of 2013

Place: Chennai

Thanking you,  
We remain,

Yours faithfully,

For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

*K. Sankararaman*  
AUTHORISED SIGNATORY

Signature of authorized signatory

Name: K. Sankararaman  
Designation: General Manager  
Transmission Line & Wind Energy Business

Date: 01.07.2013

Company rubber stamp



*K. Sankararaman*



CERTIFIED TRUE COPY

*K. Sankararaman*



**ANNEXURE 10 (Format 1)**  
**Power of Attorney**

*Demibaram*



CERTIFIED TRUE COPY

*Demibaram*





भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA INDIA NON JUDICIAL

4  
2017  
10/05/2017

தமிழ்நாடு தமில்நாடு TAMILNADU L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED AP 919811

1902

K.C. [Signature]

21 MAY 2013

POWER OF ATTORNEY

Know all men by these presents, We M/S. L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P. B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai - 600 089 do hereby constitute, appoint and authorize Mr. K Sankararaman, S/o. Mr. V. Kalyanaraman and presently residing at Plot No. 29, Avenue Street, Chendurpuram Extension-I, Kattupakkam, Chennai - 600 056 as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in

For L&T Infrastructure Development Projects Limited

[Signature]

Chief Executive and Managing Director



CERTIFIED TRUE COPY

[Signature]

[Signature]



connection with or incidental to submission of our Bid for the Project – to establish Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited in response to the RFP dated 12.03.2013 issued by the BPC, including signing and submission of the Bid and all other documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information/ responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named L&T Infrastructure Development Projects Limited through the hand of Mr. K Venkatesh, Chief Executive and Managing Director duly authorized by the Board to issue such Power of Attorney.

Dated this 23<sup>rd</sup> day of May, 2013.

FOR M/S. L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED,

*K Venkatesh*

(Chief Executive and Managing Director)

Name :- Mr. K. Venkatesh  
 Designation :- Chief Executive and Managing Director  
 Address :- ECC Apartments, 36-C  
 B.N. Reddy Road, T. Nagar  
 Chennai-600017  
 Tamil Nadu, India

Accepted :-

*K Sankararaman*

(Attorney)

Name :- Mr. K Sankararaman  
 Designation :- General Manager – Transmission Line & Wind Energy Business  
 Address :- Plot No. 29, Avenue Street,  
 Chendurpuram Extension-I, Kattupakkam  
 Chennai-600056



Attested:-

*K Venkatesh*

Name :- Mr. K. Venkatesh  
 Designation :- Chief Executive and Managing Director  
 Address :- ECC Apartments, 36-C  
 B.N. Reddy Road, T. Nagar  
 Chennai-600017  
 Tamil Nadu, India



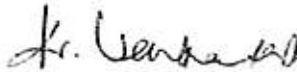
*K Sankararaman*  
 CERTIFIED TRUE COPY

*K Sankararaman*

Signature and Stamp of Notary  
of the place of execution

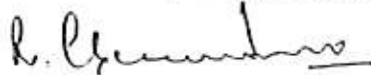
COMMON SEAL of L&T Infrastructure  
Development Projects Limited has  
been affixed in our presence  
pursuant to Board of Director's  
Resolution dated 2<sup>nd</sup> day of May,  
2013.

For L&T Infrastructure Development Projects Limited



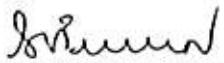
Chief Executive and Managing Director

For L&T Infrastructure Development Projects Limited



Chief Legal Officer and Company Secretary

WITNESSES:

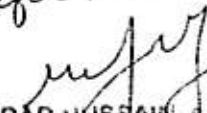
1)   
Name: Mr. S Vijayaraghavan  
Designation: Deputy Manager

2)   
Name: Ms. Sipra Paul  
Designation: Officer

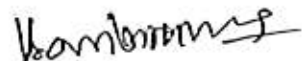


Persons identified by me  
Personally appeared before me,  
Signed Before me.


  
M.R. AKBAR HUSSAIN, A.B.L.  
ADVOCATE & NOTARY PUBLIC  
GOVT. OF INDIA  
No.146, Sivalingapuram,  
87th Street, 13th Sector,  
K.K. Nagar, Chennai - 78

CERTIFIED TRUE COPY



**ANNEXURE 10 (Format 1, Note 1)**  
**Board Resolution**

*Womborans*



CERTIFIED TRUE COPY

*Womborans*





**L&T IDPL**

EXTRACT OF THE MINUTES OF THE 72<sup>ND</sup> MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON THURSDAY, THE 2<sup>ND</sup> DAY OF MAY, 2013 AT 10.00 A.M. AT CONFERENCE ROOM, FIRST FLOOR, L&T HOUSE, N.M. MARG, BALLARD ESTATE, MUMBAI 400 001

**APPROVAL FOR ISSUANCE OF POWER OF ATTORNEY IN FAVOUR OF MR.K.SANKARAMAN**

"RESOLVED THAT Mr.K.Sankararaman, General Manager - Transmission Line & Wind Energy Business of the Company, s/o Mr.V.Kalyanaraman and presently residing at Plot No.29, Avenue Street, Chendurpuram Extension-I, Kallupakkam, Chennai - 600 056, be authorized to do in the Company's name and on the Company's behalf, all such acts, deeds and things necessary in connection with or incidental to the Company's response to the RFP issued by REC Transmission Projects Company Ltd. for selection of Transmission Service Provider through tariff based competitive bidding process to establish Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited in response to the Request for Proposal (hereinafter referred to as RFP) dated 12.03.2013 issued by the Bid Process Coordinator (hereinafter referred to as BPC) including signing and submission of all documents and providing information / responses to REC Transmission Projects Company Ltd. representing the Company in all matters before REC Transmission Projects Company Ltd. and generally dealing with REC Transmission Projects Company Ltd. in all matters in connection with the Company's response to RFP including but not limited to signing and submission of all applications, bids and other documents and writings including, undertakings, letters, certificates, acceptances, clarifications, guarantees etc, participate in the Bid to do all acts necessary till the completion of the bidding process, meetings and other Conferences, Signing and execution of all contracts including the Transmission Service agreement and Undertakings consequent to acceptance of the Company's Bid(s), and generally dealing with REC Transmission Projects Company Ltd. in all matters in connection with or related to or arising out of our bid for the said Project(s) and / or upon award thereof to the company and/ or till the entering into the Transmission Service Agreement."

"RESOLVED FURTHER THAT the Company hereby agrees to ratify all acts, deeds and things done by the said attorney pursuant to the Power of Attorney to be executed for the aforesaid purpose and that all acts, deeds and things done by the aforesaid attorney shall and shall always be deemed to have been done by the Company."

"RESOLVED FURTHER THAT the terms used on the Power of Attorney and not defined thereon shall have the meanings ascribed to such terms under the RFP."

"RESOLVED FURTHER THAT any one of the Directors of the Company be and is hereby duly authorised by the Board to execute and issue such Power of Attorney under the common seal of the Company."

CERTIFIED TRUE COPY

*[Handwritten signatures]*



L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCIC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.  
T. : +91 44 22516000 / 22516001 Fax : +91 44 22522724 www.ltidpl.com



"RESOLVED FURTHER THAT the Common Seal of the Company be affixed on such Power of Attorney and on all the formats, as applicable pertaining to the RFP for the aforesaid Project wherever necessary in the presence of any one of the Directors of the Company and Mr.R.Chandrasekaran, Chief Legal Officer & Company Secretary of the Company, who do sign them."

//CERTIFIED TRUE COPY//

For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED



*R. Chandrasekaran*

CHIEF LEGAL OFFICER & COMPANY SECRETARY

*Chandrasekaran*

CERTIFIED TRUE COPY

*Chandrasekaran*





**ANNEXURE 10 A**

**(Undertaking for Equity Investment by the Technically / Financially Evaluated Entity / Ultimate Parent Company)**

**NOT APPLICABLE**

**(Since the Equity will be invested by the Bidding Company i.e. L&T Infrastructure Development Projects Limited)**

*[Handwritten signature]*

CERTIFIED TRUE COPY

*[Handwritten signature]*



**ANNEXURE 14**  
**Disclosure**

*[Handwritten signature]*



CERTIFIED TRUE COPY

*[Handwritten signature]*




**L&T IDPL**
**Disclosure**
**To:**

**Chief Executive Officer**  
**REC Transmission Projects Company Ltd.**  
 (a wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
 Core - 4, Scope Complex, 7, Lodhi Road,  
 New Delhi - 110 003, India

**Sub: Bidder's Disclosure in respect of Bid for selection of TSP to establish Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited**

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

Sl. No.	Name of the Company	Relationship
1.	"NIL"	"NIL"

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

**For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED**

For L&amp;T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

CHIEF EXECUTIVE &amp; MANAGING DIRECTOR

**Name: K. VENKATESH**
**Designation: Chief Executive and Managing Director**
**Date: 25.06.2013**

Certified that the disclosure furnished above is "TRUE".

**For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED**

For L&amp;T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

CHIEF EXECUTIVE &amp; MANAGING DIRECTOR

**Name: K. VENKATESH**
**Designation: Chief Executive and Managing Director**
**Date: 25.06.2013**

CERTIFIED TRUE COPY


**L&T Infrastructure Development Projects Limited**

 Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.  
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724 www.lntidpl.com

**ANNEXURE 15**

**Check List – RFP Submission requirements**

*[Handwritten signature]*



CERTIFIED TRUE COPY

*[Handwritten signature]*



### Check List for response to RFP submission requirements

Response to RFP Submission Requirements		Response Yes / No
<b>A.</b>	<b>Envelope – I (Non-Financial Bid)</b>	
	1. Bid Bond in the prescribed format at Annexure 2	Yes
	2. Board resolutions as per the prescribed formats enclosed in Annexure 8 (and as per the illustrations in Annexure-13 of this RFP)	Yes
	<ul style="list-style-type: none"> <li>From the Bidding Company (and from any investing Affiliate / Parent / Ultimate Parent) committing 100% in aggregate of the equity requirement for the Project as per format 1 of Annexure 8</li> </ul>	Yes
	<ul style="list-style-type: none"> <li>Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate/Parent/Ultimate Parent) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium – Format-1 of Annexure-8</li> </ul>	Not Applicable
	<ul style="list-style-type: none"> <li>Board resolutions as per Format 2 of Annexure 8 for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFQ OR from the Parent Company or the Ultimate Parent Company (as applicable)</li> </ul>	Not Applicable
	3. Bidder's Undertakings	
	<ul style="list-style-type: none"> <li>Bidder's undertaking as per format 1 of Annexure 6</li> </ul>	Yes
	<ul style="list-style-type: none"> <li>Details of Equity Investment in the Project as per format 2 of Annexure 6</li> </ul>	Yes
	4. Covering Letter as per the format at Annexure 9 of this RFP	Yes
	5. Power of Attorney	
	<ul style="list-style-type: none"> <li>Format 1 of Annexure 10 by the Bidding Company / Lead Member of the Bidding Consortium (as applicable) in favour of its representative</li> </ul>	Yes
	<ul style="list-style-type: none"> <li>Format 2 of Annexure 10 by each of the other Members of the Consortium. (in case of the Bidding Company being a Consortium) in favour of the Lead Member</li> </ul>	Not Applicable
	6. Format of Undertaking for Equity Investment	
	<ul style="list-style-type: none"> <li>by the Technically / Financially Evaluated Entity / Ultimate Parent Company (as applicable) for equity investment, in case of failure to invest in part or full, by the Bidder or the Consortium Member in case the Selected Bidder is a Consortium) in the prescribed format at Annexure 10A</li> </ul>	Not Applicable
	7. Format for Disclosure by the Bidding Company or by each Member of the Consortium (as applicable)	Yes
<b>B.</b>	<b>Envelope – II (Financial Bid)</b>	
	<ul style="list-style-type: none"> <li>Financial Bid as per format at Annexure-4, duly signed by authorized signatory</li> </ul>	Yes (Enclosed in Separate Envelope)
CERTIFIED TRUE COPY		

*[Handwritten signatures]*



*"Bid for selection of Transmission Service Provider to establish Transmission System required for evacuation of power from Kudgi TPS (3 x 800 MW in Phase-I) of NTPC Limited"*

**Illustration of Affiliates duly certified by Company Secretary of Bidding Company**

*Boribor...*

CERTIFIED TRUE COPY

*Boribor...*







**L&T IDPL**

**ILLUSTRATION CERTIFICATE**

To

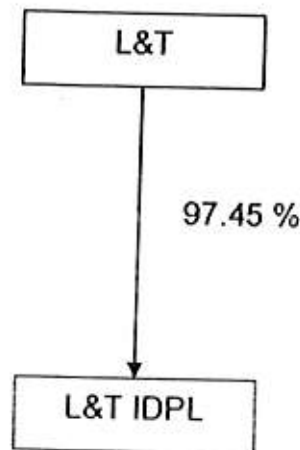
Chief Executive Officer  
REC Transmission Projects Company Ltd.  
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
Core - 4, Scope Complex, 7, Lodhi Road,  
New Delhi - 110 003, India

Dear Sir,

Sub: Bid for selection of a Transmission Service Provider to build, own, operate and maintain the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited under the Tariff Based Competitive Bidding Process

We, L&T Infrastructure Development Projects Limited (L&T IDPL) Certifies that Larsen & Toubro Limited (L&T), our Ultimate Parent, holds 97.45% Subscribed & Paid up Equity Share Capital in L&T Infrastructure Development Projects Limited as on the date of issue of this certificate.

Please find here below the illustration tree showing the above percentage of holding of voting rights.



Thanking you,

For **L&T INFRASTRUCTURE DEVELOPMENT  
PROJECTS LIMITED**



*R. Chandrasekaran*

(R. Chandrasekaran)

CERTIFIED TRUE COPY

*Handwritten signature* Chief Legal Officer & Company Secretary

Date: 25-06-2013

L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.




**L&T IDPL**
SHAREHOLDING PATTERN CERTIFICATE

To

Chief Executive Officer  
 REC Transmission Projects Company Ltd.  
 (a wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
 Core - 4, Scope Complex, 7, Lodhi Road,  
 New Delhi - 110 003, India

Dear Sir,

Sub: Bid for selection of a Transmission Service Provider to build, own, operate and maintain the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited under the Tariff Based Competitive Bidding Process

Please find here below the Shareholding pattern of L&T Infrastructure Development Projects Limited as on the date of issue of this certificate.

Name of the Shareholder	Number of shares held	Percentage of shares held
Larsen & Toubro Limited	31,28,59,096	97.45%
Old Lane Mauritius III Ltd.	81,90,000	2.55%
<b>Total</b>	<b>32,10,49,096</b>	<b>100%</b>

Thanking you,

 For L&T INFRASTRUCTURE DEVELOPMENT  
 PROJECTS LIMITED

CERTIFIED TRUE COPY


 (R. Chandrasekaran)  
 Chief Legal Officer & Company Secretary


Date: 25.06.2013


**L&T Infrastructure Development Projects Limited**

 Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 039, India.  
 Tel. : 01 44 22525000 / 8000 Fax : 01 44 22528724 www.ltidpl.com



**L&T IDPL**

Ref: L&T / DPBU / REC / KSR / 407

Date: July 17, 2013

The Chief Executive Officer  
 REC Transmission Projects Company Ltd.  
 (A wholly owned subsidiary of Rural Electrification Corporation Ltd.)  
 Core - 4, SCOPE Complex,  
 7, Lodhi Road,  
 New Delhi - 110 003

Dear Sir,

Subject: Non-Financial Bid against RFP dated 12.03.2013 for selection of Transmission Service Provider for Transmission System required for evacuation of power from Kudgi TPS (3 x 800 MW in Phase-I) of NTPC Limited through tariff Based Competitive Bidding

Ref: 1) Our Response to RFP dated 01.07.2013 for the above project submitted on 02.07.2013.  
 2) Your letter No.: RECTPCL/P-6/Kudgi/RFP/Clarifications/2013-14/1331 dated 15.07.2013

We are in receipt of your letter mentioned under ref 2, vide which you have sought further information/ documents/ clarifications for processing of our response to RFP.

Accordingly, we are herewith submitting our clarification in the form of one (1) Original plus two (2) Copies for your kind perusal.

Trust this clarification is in line with your requirement.

We are obliged to provide any additional information/ documents/ clarifications you may require in this regard.

Thanking you.

Yours faithfully,  
 For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

*K. Sankararaman*  
 (K. SANKARARAMAN)  
 AUTHORISED SIGNATORY

Date: July 17, 2013  
 Place: Chennai





EXTRACT OF THE MINUTES OF THE 72<sup>ND</sup> MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON THURSDAY, THE 2<sup>ND</sup> DAY OF MAY, 2013 AT 10.00 A.M. AT CONFERENCE ROOM, FIRST FLOOR, L&T HOUSE, N.M. MARG, BALLARD ESTATE, MUMBAI 400 001

**APPROVAL OF INVESTMENT FOR TRANSMISSION REQUIRED FOR EVACUATION OF POWER FROM KUDGI TPS (3X800 MW IN PHASE-I) OF NTPC LIMITED**

The Board, after discussion, at the duly convened Meeting on 2<sup>nd</sup> Day of May, 2013, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolutions:

"RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of 100 % (One Hundred per cent) of the total equity share capital of Kudgi Transmission Limited representing the entire amount proposed to be invested by the company for the Transmission System required for evacuation of power from Kudgi TPS (3x800 MW in Phase-I) of NTPC Limited, partly by acquisition of the existing equity shares from REC Transmission Projects Company Limited and / or partly by subscribing to the new equity shares, as per the terms of the RFP."

"FURTHER RESOLVED THAT Mr. K. Sankararaman, General Manager - Transmission Line & Wind Energy Business, be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to Bid Process Co-ordinator as part of the Bid or such other documents as may be necessary in this regard."

"FURTHER RESOLVED THAT the Common seal of the Company be affixed in any of the bid Submittals as required, in presence of any two Directors or any one Director and the Company Secretary, who do sign the same."

//CERTIFIED TRUE COPY//

For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED



*K. Sankararaman*  
CHIEF LEGAL OFFICER & COMPANY SECRETARY



*K. Sankararaman*

"CERTIFIED TRUE COPY"

*K. Sankararaman*



Schedule : 11

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided separately in the name of each of the Long Term Transmission Customer(s), in proportion to their Allocated Project Capacity as provided in Schedule 1 of this document)

In consideration of the .....[Insert name of the TSP or Selected Bidder on behalf of the TSP, with address] agreeing to undertake the obligations under the TSA dated .....and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to .....[Insert Name of the Long Term Transmission Customer] at .....[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from .....[Name of the Long Term Transmission Customer] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... Crores (Rs. ....) only [Insert the amount of the bank guarantee in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities, as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s. .... [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. .... Crores (Rs. ....)only. Our Guarantee shall remain in force until .....[Insert the date of validity of the Guarantee as per Article 3.1.2 of this TSA]. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.



KTU

APNPDCL

APEPDCL

APSPDCL

APCPDCL

PCKL

KSEB

TANGEDCO



N<sup>o</sup> 499110

Branch: -NO 7, SOUTH BOAG ROAD T NAGAR, CHENNAI 17 CHENNAI-SCB 600017

To  
NORTHERN POWER DISTRIBUTION COMPANY OF  
ANDHRA PRADESH LIMITED, NAKKAL GUTTA  
HANAMKONDA, WARRANGAL

506001

Dear Sir/Madam,

Bank Guarantee No: 130380IBGP00429  
Amount (Rs.) 13500000.00  
Guarantee Cover From 22-08-2013 To 03-04-2016  
Last Date for Lodgement of Claim 02-05-2016

This deed of guarantee executed by IDBI Bank Ltd., a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act. 1949, having its Registered Office and Head Office at IDBI Tower, WTC Complex, Cuffe parade, Mumbai 400005, and among other places a branch at NO 7, SOUTH BOAG ROAD T NAGAR, CHENNAI 17 CHENNAI-SCB 600017

(Hereinafter referred to as 'the Bank') in favour of  
NORTHERN POWER DISTRIBUTION COMPANY OF, ANDHRA PRADESH LIMITED, NAKKAL  
GUTTA, HANAMKONDA, WARRANGAL, 506001

(hereinafter referred to as 'the Beneficiary/ \_\_\_\_\_')  
for an amount not exceeding Rs.13500000.00

(Rs. One Crore Thirty Five Lakh only)

at the request of L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LTD

(Hereinafter referred to as 'the Contractor(s)/ \_\_\_\_\_')

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to maximum of Rs.13500000.00

(Rs. One Crore Thirty Five Lakh only)

and the Guarantee shall remain in full force up to 03-04-2016 (expiry date)

and can not be invoked otherwise than by a written demand under this

Guarantee served on the Bank on or before the 02-05-2016 (last claim date)

The beneficiary in its own interest is advised to seek a confirmation of

the issuance of this Guarantee from the controlling office/Head Office

TFHO address :

IDBI BANK LTD.,  
Trade Finance Dept.,  
8th Floor,  
IDBI Tower  
WTC complex  
Cuffe Parade, Mumbai-400005  
enclosing a copy of the same.

This Guarantee consists of 3 pages including this page.

Authorised Signatory

का पत्र सं. 3
क्र. सं. / BG No. 130380IBGP00429
जारी करने की तारीख / Issue Date: 22/8/13
आईडीबीआई बैंक लि., चेन्नई - 17.
IDBI BANK LTD., Chennai - 17.
ट्रेड फाइनेंस विभाग / Trade Finance Dept.

Authorised Signatory







தமிழ்நாடு தமில்நாடு TAMILNADU

AL 747855

*V. Hemachandran*  
V. HEMACHANDRAN

IDBI BANK LIMITED  
CHENNAI

STAMP VENDOR  
A. S. No: A-5/46158/81  
13, Valluvar Kandas Pillai St,  
CHENNAI, CHENNAI-600 009  
Phone: 4225000

15843  
2 AUG 2013

**Contract Performance Guarantee**

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai - 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the IDBI Bank Limited, No 7, South Boag Road, T Nagar, Chennai 600017, having its head office/registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Northern Power Distribution Company of Andhra Pradesh Limited (APNPDC), Warangal (hereinafter referred to as "Long term transmission customer") forthwith on demand in writing from Northern Power Distribution Company of Andhra Pradesh Limited (APNPDC) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees One Crore and Thirty Five Lakhs Only (Rs.1,35,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs.1,35,00,000/- (Rupees One Crore and Thirty Five Lakhs Only). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee. i.e. up to 02-05-2016.

2 कार्यापत्त सं. 3  
1 सं / BG No. 1303803B6P00429  
Issue Date: 22/8/13  
लि., चेन्नई - 17.  
IDBI BANK LTD., Chennai - 17.  
पाइनेस विभाग / Trade Finance Dept.

कृते आईडीबीआई बैंक लि.  
For IDBI BANK LTD.

*V. Hemachandran*  
आधिकृत हस्ताक्षर  
Authorised Signatory

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

**THIS BANK GUARANTEE** shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

**THIS BANK GUARANTEE** shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

**THIS BANK GUARANTEE** shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.1,35,00,000/- (Rupees One Crore and Thirty Five Lakhs Only) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs.1,35,00,000/- (Rupees One Crore and Thirty Five Lakhs Only).
2. The bank guarantee shall be valid till 03-04-2016 and unless a demand is made on the bank at the branch in writing on or before 02-05-2016 all your rights under the guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place: Chennai  
Date: 22-08-2013

आईडीबीआई बैंक लि. / IDBI BANK LTD.  
ट्रेड फाइनेंस विभाग / Trade Finance Department  
7, दक्षिण बैंक रोड / South Bank Road  
टी. नगर / T. Nagar  
चेन्नई / Chennai - 600 017.

कृते आईडीबीआई बैंक लि.  
For IDBI BANK LTD.

  
प्राधिकृत हस्ताक्षरकर्ता  
Authorised Signatory

टी आर जे. कन्नन बाबू / TRJ KANNAN BASU  
सहायक महा प्रबंधक / Asst. Gen. Manager  
ईआईएन / EIN : 35165

बी.एम. आठल्ये / B.M. ATHALYE  
ईआईएन / EIN: 6173  
उप महाप्रबंधक, संयोजक बैंकिंग समूह  
Dy. General Manager, TBG  
टी नगर, चेन्नई / T. Nagar



3 का पृष्ठ सं. 3

बैंक सं. / BG No. / 303901BG000429  
जारी करने की तारीख / Issue Date: 22/8/13  
आईडीबीआई बैंक लि., चेन्नई - 17.  
IDBI BANK LTD., Chennai - 17.  
ट्रेड फाइनेंस विभाग / Trade Finance Dept.



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank  
LARGE CORPORATE BRANCH  
781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

EASTERN POWER DISTRIBUTION CO. OF AP LTD.  
(APEPDCL), P & T COLONY Seethamadhara  
VISA KAPATNAM.

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s I&T Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	030511.G006613	Rs.1,34,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.  
Designation: MANAGER







தமிழ்நாடு தமில்நாடு TAMILNADU

29/22

P. N. B.  
G. L.

AK 606470

0305ILG006613 DATED 19.08.2013

**Contract Performance Guarantee**

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the *Share Purchase Agreement* with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Saai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL) at Vishakapatnam forthwith on demand in writing from Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees One Crore and Thirty Four Lakhs Only (Rs.1,34,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN  
P.A. No. 2758

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory

B. THEOGARAJAN  
P.A. No. 29701



0305ILG006613 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees One Crore and Thirty Four Lakhs Only (Rs. 1,34,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.



*S. Srinivasan*

S. SRINIVASARAGHAVAN  
P.A. No. 275R

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory

*B. Theogaran*  
B. THEOGARAJAN  
P.A. No. 29701



0305ILG006613 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees One Crore and Thirty Four Lakhs Only (Rs. 1,34,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter (i.e up to 03.05.2016). This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED :: 19.08.2013

PLACE : CHENNAI

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasan*  
S. SRINIVASARAGHAVAN  
PA No. 2752

Authorised Signatory

*[Signature]*  
B. THEVARAJAN  
P.A. No. 29701







ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

Southern Power Distribution Company of AP Ltd.  
(APSPDCL), Srinivasa Kalyana Mandapam Backside,  
Tiruchanoor Road, Kesavayamagunta  
TIRUPATHI

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&I Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG006713	Rs.1,90,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.

Designation: MANAGER





கமலாட்சா 6 தமிழ்நாடு TAMILNADU

AK 606471

27/12/2012

P.N.B  
G.L

0305ILG006713 DATED 19.08.2013

**Contract Performance Guarantee**

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the *Share Purchase Agreement* with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) at Tirupati forthwith on demand in writing from Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees One Crore and Ninety Lakhs Only (Rs. 1,90,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN

Authorised Signatory

B. THEEGARAJAN  
DA No. 20701



0305ILG006713 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees One Crore and Ninety Lakhs Only (Rs. 1,90,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

**THIS BANK GUARANTEE** shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

**THIS BANK GUARANTEE** shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

**THIS BANK GUARANTEE** shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



S. Srinivasan

S. SRINIVASARAGHAVAN  
P.A. No. 2758

Authorised Signatory

B. THEVARAJAN  
P.A. No. 29701



0305ILG006713 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees One Crore and Ninety Lakhs Only (Rs.1,90,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter i.e.03.05.2016.. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED:19.08.2013

PLACE :CHENNAI.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasan*

Authorised Signatory

*[Signature]*  
B. THEEGARAJAN  
P.A. No. 29701



S. SRINIVASARAGHAVAN  
P.A. No. 2758



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ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

L&T

Central Power Distribution Co. of AP (APCPDCL)  
6-1-50, Corporate office, Mint Compound  
Hyderabad - 500 063.

S. Srinivasaraj

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&T Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG007313	Rs.3,92,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.  
Designation: MANAGER







கடிகழ்ச்சி தமில்நாடு TAMILNADU

AK 606477

27/12/2012

P.N.B. cut

~~J. NELSON~~

0305ILG007313 DATED 19.08.2013  
Contract Performance Guarantee

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai - 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Central Power Distribution Company of Andhra Pradesh Limited (APCPDCL) at Hyderabad forthwith on demand in writing from Central Power Distribution Company of Andhra Pradesh Limited (APCPDCL) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Three Crore and Ninety Two Lakhs Only (Rs.3,92,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

S. Srinivasaraghavan



For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

S. Srinivasaraghavan

S. SRINIVASARAGHAVAN  
P.A. No. 0750

Authorised Signatory

B. THEGGARAJAN  
P.A. No. 29701





0305ILG007313 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Three Crore and Ninety Two Lakhs Only (Rs.3,92,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



*S. Srinivasaraghavan*

S. SRINIVASARAGHAVAN  
PA No 275R

Authorised Signatory

*B. Theogaranjan*  
B. THEOGARAJAN  
P.A. No. 29701



0305ILG007313 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Three Crore and Ninety Two Lakhs Only (Rs. 3,92,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter (i.e. up to (03.05.2016)). This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED 19.08.2013

PLACE : CHENNAI.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

S. Srinivasaraghavan

Authorised Signatory



S. SRINIVASARAGHAVAN  
P.A. No. 2758

B. THEGGARAJAN  
P.A. No. 29701





ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

Bangalore Electricity Supply Co. Ltd.  
(BESCOM)  
K.R. Circle  
Bangalore - 560 001.

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s I.&I Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG 6913	Rs.12,08,00,000/-	03.04.2016,	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.

Designation: MANAGER





தமிழ்நாடு 6 தமிழ்நாடு TAMILNADU

27/12/13

P.N.B  
C.L

AK 606472

0305/IG 6913 DATED 19.08.2013

Contract Performance Guarantee

in consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, ( hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Bangalore Electricity Supply Company Limited (BESCOM) at Bangalore forthwith on demand in writing from Bangalore Electricity Supply Company Limited (BESCOM) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Twelve Crore and Eight Lakhs Only (Rs.12,08,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

S. Srinivasan



S. Srinivasan

S SRINIVASARAGHAVAN

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory





0305ILG 6913 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Twelve Crore and Eight Lakhs Only (Rs.12,08,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasaraghavan*

S. SRINIVASARAGHAVAN  
P.A. No. 2758

Authorised Signatory

B. THEEGARAJAN  
P.A. No. 29701



0305ILG 6913 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Twelve Crore and Eight Lakhs Only (Rs.12,08,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter (i.e. 03.05.2016).. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED :19.08.2013

PLACE : CHENNAI.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

S-Srinivasaraghavan

Authorised Signatory

B. THEEGARAJAN  
P.A. No. 29701



S. SRINIVASARAGHAVAN  
P.A. No. 2758





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591



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

Gulbarga Electricity Supply Co. Ltd.  
(GESCOM)  
Station Main Road  
Gulbarga 585102.  
Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&I Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG007013	Rs.3,23,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.

Designation: MANAGER





தமிழ்நாடு தமில்நாடு TAMILNADU

27/28  
2012

P.N.B  
a2

AK 606474

0305ILG007013 DATED 19.08.2013

Contract Performance Guarantee

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Gulbarga Electricity Supply Company Limited (GESCOM) at Gulbarga forthwith on demand in writing from Gulbarga Electricity Supply Company Limited (GESCOM) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Three Crore and Twenty Three Lakhs Only (Rs.3,23,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory



0305ILG007013 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Three Crore and Twenty Three Lakhs Only (Rs.3,23,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.



S. Srinivasan

S. SRINIVASARAGHAVAN  
P.A. No. 2758

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory

B. THEVARAJAN  
P.A. No. 29701



0305ILG007013 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Three Crore and Twenty Three Lakhs Only (Rs.3,23,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter (i.e. 03.05.2016).. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED : 19.08.2013

PLACE : CHENNAI

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory

*S. Srinivasaraghavan*

*B. Theogaran*  
B. THEOGARAJAN  
P.A. No. 29701

S. SRINIVASARAGHAVAN  
P.A. No. 2758





ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank  
LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

Hubli Electricity Supply Co. Ltd.  
(HESCOM)  
Navanagar, PB Road  
Hubli - 580025  
Karnataka

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&T Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305II.G 7413	Rs.4,43,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.  
Designation: MANAGER







தமிழ்நாடு தமில்நாடு TAMILNADU  
27/2/2012

P. N. B  
Ch

AK 606469  
PUNJAB NATIONAL BANK  
CHENNAI

0305ILG 7413 DATED 19.08.2013

Contract Performance Guarantee

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ('BPC'), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Hubli Electricity Supply Company Limited (HESCOM) at Hubli forthwith on demand in writing from Hubli Electricity Supply Company Limited (HESCOM) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Four Crore and Forty Three Lakhs Only (Rs.4,43,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

S. Srinivasan



S. Srinivasan

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory  
B. THEOGARAJAN  
P.A. No. 29701





0305ILG 7413 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Four Crore and Forty Three Lakhs Only (Rs.4,43,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

**THIS BANK GUARANTEE** shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

**THIS BANK GUARANTEE** shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

**THIS BANK GUARANTEE** shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

Authorised Signatory

B. THEOGARAJAN  
P.A. No. 29701



0305ILG 7413 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Four Crore and Forty Three Lakhs Only (Rs.4,43,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter i.e. 03.05.2016. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED 19.08.2013

PLACE : CHENNAI

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasan*

Authorised Signatory

S. SRINIVASARAGHAVAN  
P.A. No. 2758

*B. Theogaran*  
B. THEOGARAJAN  
P.A. No. 29701





ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

Mangalore Electricity Supply Co. Ltd.  
(MESCOM)  
Paradigm Plaza, AB Shetty Circle  
Mangalore - 575 001.

19.08.2013

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&T Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG006813	Rs.2,03,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully

Signature

Name : B. THEOGARAJAN.  
Designation: MANAGER



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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

கடமில்தா 6 தமிழ்நாடு TAMILNADU

AK 606473

P.N.B  
G.V

27125  
2008 2012

0305ILG006813 DATED 19.08.2013

Contract Performance Guarantee

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B No. 979, Mount Poonamallee Road, Manapakkam, Chennai - 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, (hereinafter referred to as 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to Mangalore Electricity Supply Company Limited (MESCOM) at Mangalore forthwith on demand in writing from Mangalore Electricity Supply Company Limited (MESCOM) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Two Crore and Three Lakhs Only (Rs.2,03,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN  
PA No. 275R



Authorised Signatory

B. THEEGARAJAN



0305ILG006813 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Two Crore and Three Lakhs Only (Rs.2,03,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasaraghavan*

Authorised Signatory

*B. Theogaranjan*  
B. THEOGARAJAN  
P.A. No. 29701



S. SRINIVASARAGHAVAN  
P.A. No. 275R



0305ILG006813 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Two Crore and Three Lakhs Only (Rs.2,03,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter i.e. 03.05.2016. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED :19.08.2013

PLACE : CHENNAI.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.*S. Srinivasaraghavan*

Authorised Signatory

*[Signature]*  
B. THEEGARAJAN  
P.A. No. 29701S. SRINIVASARAGHAVAN  
P.A. No. 2753



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

Chamundeshwari Electricity Supply Co. Ltd.  
(CESCOM), 927, LJ Avenue, Ground Floor  
New Kantharajurs Road,  
Saraswathipuram  
Mysore - 570 009.

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&T Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG007113	Rs.2,58,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully

Signature

Name : B. THEOGARAJAN.  
Designation: MANAGER





தமிழ்நாடு கிளமில்நாடு TAMILNADU



P.V.B  
Ar 2

AK 606475  
J. J. J. J. J.

0305ILG007113 DATED 19.08.2013

**Contract Performance Guarantee**

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Chamundeshwari Electricity Supply Company Limited (CESCOM) at Mysore forthwith on demand in writing from Chamundeshwari Electricity Supply Company Limited (CESCOM) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Two Crore and Fifty Eight Lakhs Only (Rs.2,58,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



S. Srinivasaraghavan

S. SRINIVASARAGHAVAN  
P.A. No. 2758



Authorised Signatory

B. THEOGARAJAN  
P.A. No. 2704

0305ILG007113 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Two Crore and Fifty Eight Lakhs Only (Rs.2,58,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



*S. Srinivasaraghavan*

S. SRINIVASARAGHAVAN  
P.A. No. 2758

Authorised Signatory

*B. Theogaran*  
B. THEOGARAJAN  
P.A. No. 29701



0305ILG007113 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Two Crore and Fifty Eight Lakhs Only (Rs.2,58,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter (i.e.03.05.2013) This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED:19.08.2013

PLACE : CHENNAI

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasan*

Authorised Signatory

*B. Theogaran*  
B. THEOGARAJAN  
P.A. No. 29701



S. SRINIVASARAGHAVAN  
P.A. No. 2758







ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank  
LARGE CORPORATE BRANCH

781-785 Rayala Towers, Mount Road, Chennai 600002  
PHONE NO. 66785506, 66785510, 66785511

19.08.2013

Kerala State Electricity Board  
(KSEB), 927, Vaidyuthi Bhavanam, Jambhavanthi  
Trivandrum - 695 004.

Dear Sir,

Please find enclosed our following letter of guarantee of date issued at the request of M/s L&I Infrastructure Development Projects Limited, Chennai. by this office under the joint signatures of :

(1) Sh. B. Theogarajan  
Designation: Manager

(2) Sh. S. Srinivasaraghavan  
Designation: Officer

S.No.	BG No.	Amount	Valid Till	Claim period
1.	0305ILG007213	Rs.2,43,00,000/-	03.04.2016	03.05.2016

It is advised that you, in your own interest, may verify the genuineness of the guarantee from our controlling office located at - The Circle Office, Rayala Towers, III Floor, 781-785, Annasalai, Chennai - 600 002

Yours faithfully,

Signature

Name : B. THEOGARAJAN.  
Designation: MANAGER





தமிழ்நாடு தமில்நாடு TAMILNADU

AK 606476

27/20  
20 DEC 2012

P. N. B  
C/L

0305ILG007213 DATED 19.08.2013

Contract Performance Guarantee

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and the other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Punjab National Bank, Large Corporate Branch, 781-785, Anna Salai, Rayala Towers, 3<sup>rd</sup> Floor, Chennai 600 002, hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Kerala State Electricity Board (KSEB) at Trivandrum forthwith on demand in writing from Kerala State Electricity Board (KSEB) (long term Transmission Customer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Two Crore and Forty Three Lakhs Only (Rs.2,43,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.



S. Srinivasaraghavan  
 S. SRINIVASARAGHAVAN  
 DA No 2759

For PUNJAB NATIONAL BANK  
 LCB, Chennai-600 002.

Authorised Signatory

*[Signature]*  
 P. N. B. CHENNAI



0305ILG007213 DATED 19.08.2013

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees Two Crore and Forty Three Lakhs Only (Rs.2,43,00,000/-). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.



S. Srinivasan

S. SRINIVASARAGHAVAN  
P.A. No. 2758

Authorised Signatory

B. THEOGARAJAN  
P.A. No. 29701



0305ILG007213 DATED 19.08.2013

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Two Crore and Forty Three Lakhs Only (Rs.2,43,00,000/-) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter i.e. 03.05.2016.. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

DATED : 19.08.2013

PLACE : CHENNAI

For PUNJAB NATIONAL BANK  
LCB, Chennai-600 002.

*S. Srinivasan*

Authorised Signatory

*B. Theogaran*  
B. THEOGARAN  
P.A. No. 29701

S. SRINIVASARAGHAVAN  
P.A. No. 2758





N<sup>o</sup> 499111

Branch: -NO 7, SOUTH BOAG ROAD T NAGAR, CHENNAI 17 CHENNAI-SCB 600017

To  
 TAMILNADU GENERATION AND DISTRIBUTION  
 COMPANY LIMITED (TANGEDCO), NPKRR  
 MALLIGAI, 144, ANNA SALAI  
 CHENNAI  
 TAMIL NADU 600002

Dear Sir/Madam,

Bank Guarantee No: 130380IBGP00430  
 Amount (Rs.) 61100000.00  
 Validity Cover From 22-08-2013 To 03-04-2016  
 Last Date for Lodgement of Claim 02-05-2016

This deed of guarantee executed by IDBI Bank Ltd., a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act. 1949, having its Registered Office and Head Office at IDBI Tower, WTC Complex, Cuffe parade, Mumbai 400005, and among other places a branch at NO 7, SOUTH BOAG ROAD T NAGAR, CHENNAI 17 CHENNAI-SCB 600017

(Hereinafter referred to as 'the Bank') in favour of  
 TAMILNADU GENERATION AND DISTRIBUTION, COMPANY  
 LIMITED (TANGEDCO), NPKRR, MALLIGAI, 144, ANNA SALAI, CHENNAI, TAMIL NADU 600002  
 (hereinafter referred to as 'the Beneficiary/ \_\_\_\_\_')

for an amount not exceeding Rs.61100000.00  
 (Rs. Six Crore Eleven Lakh only)

at the request of L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LTD  
 (Hereinafter referred to as 'the Contractor(s)/ \_\_\_\_\_')

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to maximum of Rs.61100000.00  
 (Rs. Six Crore Eleven Lakh only)


and the Guarantee shall remain in full force up to 03-04-2016 (expiry date)

and can not be invoked otherwise than by a written demand under this Guarantee served on the Bank on or before the 02-05-2016 (last claim date)

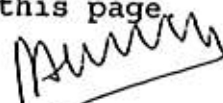
The beneficiary in its own interest is advised to seek a confirmation of the issuance of this Guarantee from the controlling office/Head Office  
 TFHO address :

IDBI BANK LTD.,  
 Trade Finance Dept.,  
 8th Floor,  
 IDBI Tower  
 WTC complex  
 Cuffe Parade, Mumbai-400005  
 enclosing a copy of the same.

This Guarantee consists of - 3 - pages including this page

  
 Authorized Signatory

1 का पृष्ठ सं. 3
बैंक नं. / BG No. 130380IBGP00430
नवीकरण की तारीख / Issue Date: 22/8/13
आईडीबीआई बैंक लि., चेन्नई - 17.
IDBI BANK LTD., Chennai - 17.
ट्रेड फाइनेंस विभाग / Trade Finance Dept.

  
 Authorized Signatory







தமிழ்நாடு தமில்நாடு TAMILNADU  
 5810  
 12 AUG 2013

IDBI BANK LIMITED  
 CHENNAI

AL 747822  
 V. MEMORALAN  
 STAMP VENDOR  
 A. S. No. 4-6/40100720  
 No. Valluvar Koradu Pillai St,  
 CHENNAI, CHENNAI-600 005  
 Phone: 87821100

**Contract Performance Guarantee**

In consideration of the L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai - 600 089 agreeing to undertake the obligations under the TSA dated 14.05.2013 and other RFP Project Documents and REC Transmission Projects Co. Ltd. ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the IDBI Bank Limited, No 7, South Boag Road, T Nagar, Chennai 600017, having its head office/registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Tamil Nadu Generation and Distribution Company Limited (TANGEDCO), Chennai (hereinafter referred to as "Long term transmission customer") forthwith on demand in writing from Tamil Nadu Generation and Distribution Company Limited (TANGEDCO) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Six Crore and Eleven Lakhs Only (₹. 6,11,00,000/-) on behalf of M/s. L&T Infrastructure Development Projects Limited.

This guarantee shall be valid and binding on the Guarantor Bank up to and including 03.04.2016 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

2 का पत्र सं. 3  
 को पी सं. / BG No. 1303801BG 800430  
 जारी करने की तिथि / Issue Date: 22/8/13  
 आईडीबीआई बैंक लि., चेन्नई - 17.  
 IDBI BANK LTD., Chennai - 17.  
 वित्त विभाग / Trade Finance Dept.

कृते आईडीबीआई बैंक लि.  
 For IDBI BANK LTD.

*[Signature]*  
 प्राधिकृत हस्ताक्षरकर्ता  
 Authorised Signatory



Our liability under this Guarantee is restricted to Rs.6,11,00,000/- (Rupees Six Crore and Eleven Lakhs Only). Our Guarantee shall remain in force until 03.04.2016. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee. i.e. up to 02-05-2016.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Kudgi Transmission Limited, and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

This bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Kudgi Transmission Limited or the Selected Bidder or TSP, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.6,11,00,000/- (Rupees Six Crore and Eleven Lakhs Only) and it shall remain in force until 03.04.2016, with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by L&T Infrastructure Development Projects Ltd. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs.6,11,00,000/- (Rupees Six Crore and Eleven Lakhs Only).
2. The bank guarantee shall be valid till 03-04-2016 and unless a demand is made on the bank at this branch in writing on or before 02-05-2016 all your rights under the guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place: Chennai  
Date: 22-08-2013

आईडीबीआई बैंक लि. / IDBI BANK LTD.  
ट्रेड फाइनेंस विभाग / Trade Finance Department  
7, दक्षीण बैंक रोड / South Boag Road  
टी. नगर / T. Nagar  
चेन्नई / Chennai - 600 017.

टी.आर.जे. कन्नन बाबु / TR J KANNAN BABU  
सहायक महा प्रबंधक / Asst. Gen. Manager  
ईआईएन / EIN : 35165

बी.एम. आठल्ये / B.M.ATHALYE  
ईआईएन / EIN 6173  
उप महाप्रबंधक, संयोजक बैंकिंग विभाग  
Dy. General Manager, TBG  
टी. नगर, चेन्नई / T. Nagar, Chennai



कृते आईडीबीआई बैंक लि.  
For IDBI BANK LTD.

अधिकृत हस्ताक्षरकर्ता  
Authorised Signatory

3 का पृष्ठ सं. 3

बी.जी.सं. / BG No. 1302801BGP00430  
जारी करने की तारीख / Issue Date: 22/8/13  
आईडीबीआई बैंक लि., चेन्नई - 17.  
IDBI BANK LTD., Chennai - 17.  
स विभाग / Trade Finance Dept.