



(A Government of India Undertaking)

Ph: [REDACTED], e-mail [REDACTED]

Date: 18/08/2022

To
The
THE General Manager (P)
NHIDCL, PMU Office
8th Mile, Near SSB Camp
New Gyalshing, West Sikkim
Sikkim - 737111, India

Dear Sir / Madam,

We have received a BG No. [REDACTED] issued by Euro Exim Bank Ltd, Saint Lucia. The details of this Bank Guarantee are as below

| | |
|---|--|
| Beneficiary: National Highways And Infrastructure Development Corporation Ltd, 3rd Floor, PTI Building, 4 - Parliament Street New Delhi - 110001, India | Original Bank Guarantee ref. no: [REDACTED] Date: 16/08/2022 For INR: 4,65,30,000.00 |
| Applicant: [REDACTED] Limited [REDACTED] [REDACTED] India | Issuing Bank: Euro Exim Bank Ltd., Office 2, 1 st FL Place, Creole Building, P.O No 838, Rodney Bay, Gros Islet, Saint Lucia, WI |

We confirm the authenticity and genuineness of this BG and hereby advise it to you without any risk / responsibility on our side

Please quote our Ref. No.: [REDACTED] in all future correspondence

यूनियन बैंक ऑफ इंडिया For Union Bank of India

प्रबंधक / Manager

Manager (Forex Department)

Union Bank of India



Messages

Message 1

Message Identifier

Message Preparation Application: SWIFT Interface
Unique Message Identifier: O EXTNTZTZX 998 EXIM/MSG/22/53 (suffix [redacted])

Message Header

Status: Read-Only
Format: Swift Sub-Format: Output
Identifier: fin.998 Expansion: Proprietary Message
Application: FIN Nature: Financial
Sender: EXTNTZTZX LT: A
Receiver: UBINBB LT: A
Transaction Reference: EXIM/MSG/22/53
Priority: Normal
Monitoring: None

Sender / Receiver

Sender Institution: EXTNTZTZX Expansion: EXIMBANK (TANZANIA) LTD
DAR ES SALAAM
DAR ES SALAAM
TZ
TANZANIA, UNITED REPUBLIC OF

Receiver Institution: UBINBB Expansion: UNION BANK OF INDIA
[redacted]
IN
INDIA

Message Text

Block 4
F20: Transaction Reference Number [redacted]
F12: Sub-Message Type 760
F77E: Proprietary Message
Text1: [redacted]
Text2
Line:
20: [redacted]
:12:760
:77E::15A:
:27:1/2
:22A:ISSU
:72Z:PLEASE PROCESS THIS MESSAGE WITHOUT ANY CHARGES FOR US. ANY FEES CAN NOT BE CLAIMED FROM EXTNTZT AND SHOULD BE CLAIMED FROM THE RECIPIENT ONLY. PLEASE RELAY TO ADVISING BANK CNRBINBB.
:15B:
:20:
:30:220816
:22D:DGAR
:40C:OTHR/URDG
:23B:FIXD
:31E:230816
:50: [redacted]

SWIFT AUTHENTICATED MESSAGE

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For Union Bank of India



प्रबंधक / Manager

INDIA
:52D:EURO EXIM BANK LTD
OFFICE 2, 1ST FLR, LA PLACE CREOLE
BUILDING, POB 838, RODNEY BAY
GROS-ISLET, SAINT LUCIA (EULULCL1)
:59
NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD, 3RD
FLOOR, PTI BUILDING, 4-PARLIAMENT
STREET, NEW DELHI - 110001, INDIA
:56A:UBININBB
:57A:/
CNRBINBB
:32B:INR46530000,00
:71D:ALL BANK CHARGES OUTSIDE ISSUER COUNTRY ARE ON BENEFICIARY'S
ACCOUNT.
:45C:PLACE OF PRESENTATION: AT OUR COUNTERS
FORM OF PRESENTATION: PAPER/BY COURIER SERVICE
LANGUAGE OF ANY REQUIRED DOCUMENTS: ENGLISH
:77U:

DIST. , INDIA (HEREINAFTER CALLED THE
'CONTRACTOR') HAS EXECUTED AN AGREEMENT (HEREINAFTER CALLED THE
'AGREEMENT') WITH THE NATIONAL HIGHWAYS AND INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED, HAVING ITS OFFICE AT 3RD FLOOR, PTI BUILDING,
4-PARLIAMENT STREET, NEW DELHI - 110001 INDIA (HEREINAFTER CALLED THE
'AUTHORITY') FOR THE 'CONSTRUCTION OF 2-LANE SPECIFICATION ROAD WITH
PAVED SHOULDER AS RE-ALIGNMENT (GREENFIELD ALIGNMENT) OF EXISTING STRETCH
BETWEEN TO OF NH- (DESIGN CHAINAGE FROM KM 75.00 TO
KM 90.21) UNDER PHASE ON EPC MODE IN THE STATE OF
(PACKAGE - VI)' SUBJECT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE
AGREEMENT.

IN ACCORDANCE WITH CLAUSE 19.2 OF THE AGREEMENT, THE AUTHORITY SHALL MAKE
TO THE CONTRACTOR AN INTEREST BEARING AT BANK RATE + 3 PERCENT ADVANCE
PAYMENT (HEREIN AFTER CALLED 'ADVANCE PAYMENT') EQUAL TO 10 PERCENT OF
THE CONTRACT PRICE, AND THE ADVANCE PAYMENT SHALL BE MADE IN TWO
INSTALLMENTS SUBJECT TO THE CONTRACTOR FURNISHING AN IRREVOCABLE
GUARANTEE BY A BANK FOR AN AMOUNT EQUIVALENT TO 110 PERCENT OF SUCH
INSTALLMENT TO REMAIN EFFECTIVE TILL THE COMPLETE AND FULL REPAYMENT OF
THE INSTALLMENT OF THE ADVANCE PAYMENT AS SECURITY FOR COMPLIANCE WITH
ITS OBLIGATIONS IN ACCORDANCE WITH THE AGREEMENT. THE AMOUNT OF (FIRST)
INSTALLMENT OF THE ADVANCE PAYMENT IS RS. 4,23,00,000/- (INDIAN RUPEES
FOUR CRORE TWENTY THREE LAKHS ONLY) AND THE AMOUNT OF THIS GUARANTEE IS
RS. 4,65,30,000/- (INDIAN RUPEES FOUR CRORE SIXTY FIVE LAKHS THIRTY
THOUSAND ONLY) (THE 'GUARANTEE AMOUNT').

WE, EURO EXIM BANK LTD. HAVING OFFICE AT OFFICE 2, 1ST FLOOR, LA PLACE,
CREOLE BUILDING, POB 838, RODNEY BAY, GROS-ISLET, SAINT LUCIA, WEST
INDIES (HEREINAFTER CALLED THE 'BANK') HAVE AGREED TO FURNISH THIS BANK
GUARANTEE (HEREINAFTER CALLED THE 'GUARANTEE') FOR THE GUARANTEE AMOUNT.

NOW, THEREFORE, THE BANK HEREBY, IRREVOCABLY GUARANTEES AND AFFIRMS AS
FOLLOWS:

+1) THE BANK HEREBY IRREVOCABLY GUARANTEES THE DUE AND FAITHFUL REPAYMENT
ON TIME OF THE AFORESAID INSTALMENT OF THE ADVANCE PAYMENT UNDER AND IN
ACCORDANCE WITH THE AGREEMENT AND IN DUE ACCORDANCE WITH THE BANK'S
GENERAL TERMS AND CONDITIONS APPLICABLE TO ISSUANCE OF THIS GUARANTEE AND
AGREES AND UNDERTAKES UPON ITS FIRST WRITTEN COMPLYING DEMAND, SUCH SUM
OR SUMS UP TO AN AGGREGATE SUM OF THE GUARANTEE AMOUNT AS THE AUTHORITY
SHALL CLAIM, PROVIDED ALWAYS THAT THE AUTHORITY HAS EXHAUSTED ALL
AVAILABLE LEGAL AND EQUITABLE REMEDIES AGAINST THE CONTRACTOR.

A LETTER FROM THE AUTHORITY, UNDER THE HAND OF AN OFFICER NOT BELOW THE
RANK OF GENERAL MANAGER IN THE NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED, SHOULD CLEARLY STATE IN THE LETTER
ITSELF OR AS A SEPARATE STATEMENT CLEARLY STATING THAT THE CONTRACTOR HAS
COMMITTED DEFAULT IN THE DUE AND FAITHFUL PERFORMANCE OF ALL OR ANY OF
ITS OBLIGATIONS FOR THE REPAYMENT OF THE INSTALMENT OF THE ADVANCE
PAYMENT UNDER AND IN ACCORDANCE WITH THE AGREEMENT. IN CASE ANY DISPUTE
OR DISPUTES RAISED BY THE CONTRACTOR IN ANY SUIT OR PROCEEDING PENDING
BEFORE ANY COURT OR TRIBUNAL THERETO, PURSUANT TO THE DISPUTE RESOLUTION

SWIFT AUTHENTICATED MESSAGE

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For Union Bank
of India



प्रबंधक / Manager

PROVISIONS OF THE AGREEMENT, THEN THE LIABILITY UNDER THIS PRESENT WILL BE POST RECEIPT OF ANY AWARD, JUDGEMENT OR DECISION, AS THE CASE MAY BE, IN THE FAVOR OF THE AUTHORITY. THE PAYMENT SO MADE BY THE BANK UNDER THIS GUARANTEE SHALL BE A VALID DISCHARGE OF ITS LIABILITY FOR PAYMENT THEREUNDER AND THE CONTRACTOR OR THE AUTHORITY SHALL HAVE NO CLAIM AGAINST IT FOR MAKING SUCH PAYMENT.

+2) IN ORDER TO GIVE EFFECT TO THIS GUARANTEE, ANY CHANGE IN THE CONSTITUTION OF THE CONTRACTOR AND/OR THE BANK, WHETHER BY THEIR ABSORPTION WITH ANY OTHER BODY OR CORPORATION OR OTHERWISE, SHALL NOT IN ANY WAY OR MANNER AFFECT THE LIABILITY OR OBLIGATION OF THE BANK UNDER THIS GUARANTEE.

+3) IT SHALL BE NECESSARY THAT BEFORE MAKING ANY DEMAND OR CLAIM UNDER THIS GUARANTEE, THE AUTHORITY SHOULD HAVE EXHAUSTED ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES AGAINST THE CONTRACTOR.

+4) THE AUTHORITY SHALL HAVE THE LIBERTY, WITHOUT AFFECTING IN ANY MANNER THE RIGHTS, REMEDIES AND LIABILITY OF THE BANK UNDER THIS GUARANTEE, TO VARY AT ANY TIME, THE TERMS AND CONDITIONS OF THE ADVANCE PAYMENT OR TO EXTEND THE TIME OR PERIOD OF ITS REPAYMENT OR TO POSTPONE FOR ANY TIME, AND FROM TIME TO TIME, ANY OF THE RIGHTS AND POWERS EXERCISABLE BY THE AUTHORITY AGAINST THE CONTRACTOR, AND EITHER TO ENFORCE OR FORBEAR FROM ENFORCING ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT
+++++QUOTE+++++
WE, EXIMBANK (TANZANIA) LTD (EXTNTZTZ) HEREWITH TRANSMIT TO YOU WITHOUT ANY OBLIGATION ON OUR PART CONTENT OF THE SWIFT MESSAGE AS WE RECEIVED FROM EURO EXIM BANK LTD (EULULCL1). WE DO NOT BEAR ANY RESPONSIBILITY FOR THE CONTENT OF THIS MESSAGE, AND NO OBLIGATIONS MAY BE IMPOSED ON US RESULTING FROM ANY INFORMATION STATED THEREIN. WE KINDLY ASK YOU TO RELAY IT TO ITS RECIPIENT WITHOUT ANY YOUR AND OUR RISKS AND RESPONSIBILITY.
+++++UNQUOTE+++++

Block 5

{CHK:916957F57985}

Other

Delivery overdue warning request No

Network delivery notif. request No

Payment Confirmation Status:

Confirmed Currency:

Confirmed Amount:

Confirmed Date:

SWIFT AUTHENTICATED MESSAGE
कृते यूनियन बैंक ऑफ इंडिया For Union Bank of India

प्रबंधक / Manager



Messages

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Unique Message Identifier: O EXTNTZTZXXX 998 EXIM/MSG/22/53 (suffix [REDACTED])

Message Header

Status: Read-Only
Format: Swift Sub-Format: Output
Identifier: fin.998 Expansion: Proprietary Message
Application: FIN Nature: Financial
Sender: EXTNTZTZXXX LT: A
Receiver: UBININBB LT: A
Transaction Reference: [REDACTED]
Priority: Normal
Monitoring: None

Sender / Receiver

Sender Institution: EXTNTZTZXXX Expansion: EXIMBANK (TANZANIA) LTD
DAR ES SALAAM
DAR ES SALAAM
TZ
TANZANIA, UNITED REPUBLIC OF
Receiver Institution: UBININBB Expansion: UNION BANK OF INDIA
[REDACTED]
IN
INDIA

Message Text

Block 4
F20: Transaction Reference Number [REDACTED]
F12: Sub-Message Type 760
F77E: Proprietary Message
Text1: [REDACTED]
Text2
Line:
:20: [REDACTED]
:12:760
:77E::15A:
:27:2/2
:22A:ISSU
:72Z:PLEASE PROCESS THIS MESSAGE WITHOUT ANY CHARGES FOR US. ANY FEES CAN NOT BE CLAIMED FROM EXTNTZTZ AND SHOULD BE CLAIMED FROM THE RECIPIENT ONLY. PLEASE RELAY TO ADVISING BANK CNRBINBB.
:15B:
:20: [REDACTED]
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:50: [REDACTED] D

SWIFT AUTHENTICATED MESSAGE

क्रेडिट यूनियन बैंक ऑफ इंडिया For Union Bank of India



प्रबंधक / Manager

INDIA

:52D:EURO EXIM BANK LTD
OFFICE 2, 1ST FLR, LA PLACE CREOLE
BUILDING, POB 838, RODNEY BAY
GROS-ISLET, SAINT LUCIA (EULULCL1)

:59:/

NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD, 3RD
FLOOR, PTI BUILDING, 4-PARLIAMENT
STREET, NEW DELHI - 110001, INDIA

:56A:UBININBB

:57A:/

CNRBINBB

:32B:INR46530000,00

:71D:ALL BANK CHARGES OUTSIDE ISSUER COUNTRY ARE ON BENEFICIARY'S
ACCOUNT.

:45C:PLACE OF PRESENTATION: AT OUR COUNTERS
FORM OF PRESENTATION: PAPER/BY COURIER SERVICE
LANGUAGE OF ANY REQUIRED DOCUMENTS: ENGLISH

:77U:SHALL NOT BE RELEASED FROM ITS LIABILITY AND OBLIGATION UNDER THESE
PRESENTS BY ANY EXERCISE BY THE AUTHORITY OF THE LIBERTY WITH REFERENCE
TO THE MATTERS AFORESAID OR BY REASON OF TIME BEING GIVEN TO THE
CONTRACTOR OR ANY OTHER FORBEARANCE INDULGENCE, ACT OR OMISSION ON THE
PART OF THE AUTHORITY OR OF ANY OTHER MATTER OR THING WHATSOEVER WHICH
UNDER ANY LAW RELATING TO SURETIES AND GUARANTORS WOULD BUT FOR THIS
PROVISION HAVE THE EFFECT OF RELEASING THE BANK FROM ITS LIABILITY AND
OBLIGATION UNDER THIS GUARANTEE AND THE BANK HEREBY WAIVES ALL OF ITS
RIGHTS UNDER ANY SUCH LAW PROVIDED ALWAYS THAT NOTHING CONTAINED HEREIN
SHALL ENLARGE OUR LIABILITY HEREUNDER BEYOND THE GUARANTEE AMOUNT OR
EXTEND THE PERIOD OF THIS GUARANTEE BEYOND THE EXPIRY DATE OF THIS
GUARANTEE, UNLESS EXPRESSLY AGREED TO BY THE BANK IN WRITING.

+5) THIS GUARANTEE IS IN ADDITION TO AND NOT IN SUBSTITUTION OF ANY OTHER
GUARANTEE OR SECURITY NOW OR WHICH MAY HEREAFTER BE HELD BY THE AUTHORITY
IN RESPECT OF OR RELATING TO THE ADVANCE PAYMENT.

+6) NOTWITHSTANDING ANYTHING CONTAINED HEREINBEFORE, THE LIABILITY OF THE
BANK UNDER THIS GUARANTEE IS RESTRICTED TO THE GUARANTEE AMOUNT ONLY AND
THIS GUARANTEE WILL REMAIN IN FORCE FOR THE PERIOD SPECIFIED IN PARAGRAPH
8 BELOW AND UNLESS A DEMAND OR CLAIM IN WRITING IS MADE BY THE AUTHORITY
ON THE BANK UNDER THIS GUARANTEE BEFORE THE EXPIRY DATE, ALL RIGHTS OF
THE AUTHORITY UNDER THIS GUARANTEE SHALL BE FORFEITED AND THE BANK SHALL
BE RELIEVED FROM ITS LIABILITIES HEREUNDER.

+7) THE GUARANTEE SHALL CEASE TO BE IN FORCE AND EFFECT ON EXPIRY DATE
UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE IN WRITING ON OR
BEFORE THE AFORESAID DATE, THE BANK SHALL BE DISCHARGED FROM ITS
LIABILITIES HEREUNDER ON OR BEFORE THE EXPIRY DATE BUT NOT EARLIER THAN
SEVEN (7) DAYS BEFORE THE EXPIRY DATE (THE 'PRESENTATION PERIOD').

+8) THE BANK UNDERTAKES NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY,
EXCEPT WITH THE PREVIOUS EXPRESS CONSENT OF THE AUTHORITY IN WRITING AND
DECLARES AND WARRANTS THAT IT HAS THE POWER TO ISSUE THIS GUARANTEE AND
THE UNDERSIGNED HAS FULL POWERS TO DO SO ON BEHALF OF THE BANK. THE
AUTHORITY MAY MAKE ONLY ONE DEMAND UNDER THIS GUARANTEE AND SUCH DEMAND
SHALL BE LESS THAN OR EQUAL TO THE GUARANTEE AMOUNT. ANY ASSIGNMENT OF
RIGHTS OUT OF THIS GUARANTEE IS SUBJECT TO THE PRIOR WRITTEN CONSENT OF
THE BANK.

+9) ANY NOTICE BY WAY OF REQUEST, DEMAND OR OTHERWISE HEREUNDER MAY BE
SENT BY POST ADDRESSED TO THE BANK AT ITS ABOVE REFERRED OFFICE, WHICH
SHALL BE DEEMED TO HAVE BEEN DULY AUTHORISED TO RECEIVE SUCH NOTICE AND
TO EFFECT PAYMENT THEREOF, AND IF SENT BY POST IT SHALL BE DEEMED TO HAVE
BEEN GIVEN AT THE TIME OF ITS ACTUAL DELIVERY AND, WHEN GIVEN BY POST, IT
SHALL NOT BE SUFFICIENT TO PROVE THAT THE ENVELOPE CONTAINING THE NOTICE
WAS POSTED AND A CERTIFICATE SIGNED BY AN OFFICER OF THE AUTHORITY THAT
THE ENVELOPE WAS SO POSTED.

+10) NOTWITHSTANDING ANYTHING CONTRARY CONTAINED IN THE ISSUING TERMS OF
THIS GUARANTEE, THE DEMAND MADE BY THE AUTHORITY SHOULD COMPLY IN FORMAT,
MANNER, TERMS AND CONDITIONS WITH THOSE PRESCRIBED AND CONTAINED IN THE
BANK'S POLICIES AND OUR LIABILITY UNDER THIS GUARANTEE IS LIMITED TO THE
GUARANTEE AMOUNT ONLY AND IT SHALL REMAIN IN FORCE UP TO AND INCLUDING
THE EXPIRY DATE UNLESS DISCHARGED EARLIER BY THE AUTHORITY.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES
(URDG), 2010 REVISION, ICC PUBLICATION NO. 758 AS MODIFIED BY THE TERMS

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ऑफ इंडिया

For Union Bank
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प्रबंधक / Manager



AND OTHER CONDITIONS GOVERNING THE ISSUANCE OF THIS GUARANTEE INCLUDING CREDIT NORMS OF THE ISSUING INSTITUTION. IN THE EVENT OF ANY CONFLICT, CONTRADICTION OR INCONSISTENCY BETWEEN THE ISSUING TERMS OF THIS GUARANTEE AND THE TERMS OF URDG758/ISBP745 (AS APPLICABLE), THE ISSUING TERMS OF THIS GUARANTEE SHALL PREVAIL. ARTICLE 20A OF URDG 758 SHALL NOT BE APPLICABLE AND ANY DISPUTES OR CLAIM ARISING IN CONNECTION WITH THIS DOCUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE COURTS AND JURISDICTION OF THE ISSUANCE COUNTRY.

THIS IS AN OPERATIVE INSTRUMENT AND NO CONFIRMATION SHALL FOLLOW.

*****QUOTE*****
WE, EXIMBANK (TANZANIA) LTD (EXTNTZTZ) HEREWITH TRANSMIT TO YOU WITHOUT ANY OBLIGATION ON OUR PART CONTENT OF THE SWIFT MESSAGE AS WE RECEIVED FROM EURO EXIM BANK LTD (EULULCL1). WE DO NOT BEAR ANY RESPONSIBILITY FOR THE CONTENT OF THIS MESSAGE, AND NO OBLIGATIONS MAY BE IMPOSED ON US RESULTING FROM ANY INFORMATION STATED THEREIN. WE KINDLY ASK YOU TO RELAY IT TO ITS RECIPIENT WITHOUT ANY YOUR AND OUR RISKS AND RESPONSIBILITY.
*****UNQUOTE*****
:44H:LC
:48B:NMPT
:45L:UNDERLYING RELATIONSHIP DOCUMENT: LOA NO. [REDACTED] DATED [REDACTED]

PURPOSE: CONSTRUCTION OF 2-LANE SPECIFICATION ROAD WITH PAVED SHOULDER AS RE-ALIGNMENT (GREENFIELD ALIGNMENT) OF EXISTING STRETCH BETWEEN [REDACTED] OF NH-[REDACTED] (DESIGN CHAINAGE FROM KM [REDACTED] TO [REDACTED] ARDP-NE PHASE 'A' ON EPC MODE IN THE STATE OF [REDACTED] (PACKAGE - VI)

Block 5

{CHK:[REDACTED]}

Other

Delivery overdue warning request No
Network delivery notif. request No
Payment Confirmation Status:
Confirmed Currency:
Confirmed Amount:
Confirmed Date:

SWIFT AUTHENTICATED MESSAGE

कृते यूनियन बैंक ऑफ इंडिया For Union Bank of India

प्रबंधक / Manager



199
{A: [REDACTED]NRB0019062111002XXXXXXXXXXXXXXXXXX2XXX2022 [REDACTED]15XXXXXXXXXXAA1271813115XXXX99}{4:

Message
:20:NON REF
:21:
:79:REF NO [REDACTED]

.
WE CONFIRM THAT WE HAVE RECEIVED ABOVE
MENTIONED BG BY SWIFT MESSAGE TO OUR
SWIFT CODE UBININBB [REDACTED] FROM EXIM BANK
SWIFT CODE EXTNTZTZX. APPLICANT IS
[REDACTED] LTD AND BENEFICIARY IS
NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPEMENT CORPORATION LIMITED.
WE HAVE ADVISED THE SAME THROUGH BANK
BONDED COURIER ON 18.08.2022 AND OUR
REFERENCE NUMBER IS [REDACTED]

.
THIS IS FOR YOUR NECESSARY
INFORMATION
REGARDS
UNION BANK OF INDIA
[REDACTED]

-}

