<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIF Value of Coal (INR)</td>
<td>32,17,51,745</td>
</tr>
<tr>
<td>Customs Duty (Incl. Clean Energy Cess)</td>
<td>1,45,87,257</td>
</tr>
<tr>
<td>Stevedoring &amp; Other Expenses</td>
<td>16,29,040</td>
</tr>
<tr>
<td>Survey, coal sampling &amp; Analysis</td>
<td>51,661</td>
</tr>
<tr>
<td>Wharfage(Royalty) Charges</td>
<td>16,35,928</td>
</tr>
<tr>
<td>Transportation by Rail &amp; Port chgs</td>
<td>2,32,85,113</td>
</tr>
<tr>
<td>LC Establishment Charges</td>
<td>30,37,019</td>
</tr>
</tbody>
</table>

**Total**

36,59,77,763
# COMMERCIAL INVOICE

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Particulars</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indonesian Screem Coal in Bulk</td>
<td>32,17,51,745,10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity (MT)</th>
<th>Rate (Rs/ T)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIF PRICE</td>
<td>76630.00</td>
<td>4198.77</td>
<td></td>
</tr>
<tr>
<td>EXCHANGE RATE 62.7900</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INR Rs. 4198.77 PMT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount**  32,17,51,745.00

Claiming 95 Pct Payment

Amount (in words): Rupees Thirty Crore Fifty Six Lacs Sixty Four Thousand One Hundred Fifty Eight Only

For Adani Power Rajasthan Limited

Authorized Signatory

---

Adani Power Rajasthan Ltd  Tel +91 79 2555 7555
Achalraj  Fax +91 79 2555 7177
Opp Mayor Bungalow, Law Garden  info@adani.com
Ahmedabad 380 006  www.adani.com
Gujarat, India  CIN: U40104GJ2000A0052743

Registered Office: Adani House, Nr Mathakhali Circle, Navrangpura, Ahmedabad 380 009, Gujarat, India
**BILL OF LADING**

**Slipper:**
Adani Global Pte Ltd,
66, Raffles Place, # 32-28, 1UB Plaza,
Singapore - 040624

**Consignee:**

**Notify Address:**
Adani Power Rajasthan Limited,
Kawai Thermal Power Project,
NR. Railwa Station,
Village: Kawai THN; Altr, District:
Bharat 328 219 RAJASTHAN

**Vessel:**
MV. Panafrican
Samarinda Anchorage, East Kalimantan, Indonesia

**Port of Discharge:**
New Mangalore Port, India

**Shippers description of goods:**
Indonesian Steam Coal in bulk

**Gross Weight:**
76,631 MT

**HS Code:**
2701.10.20.20

**Clean on Board**

**Freight Payable as per Charter Party**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight payable as per</td>
<td>SHIPPED At the Port of Loading in apparent good order and condition on board the vessel for discharge at the Port of Discharge or near thereon, sooner safely get to the goods specified above.</td>
</tr>
<tr>
<td>Quota-Party liable</td>
<td>Weight, measures, quality, condition, quantity and value unknown</td>
</tr>
<tr>
<td>Freight Advance</td>
<td>IN WITNESS WHEREOF the Master or Agent of said Vessel has signed the signature of Name of Master indicated below all of this bill and date, any one of which being accomplished the others shall be void</td>
</tr>
<tr>
<td>Received on account of freight</td>
<td>FOR CONDITIONS OF CARRIAGE SEE OVERLEAF</td>
</tr>
</tbody>
</table>

**Three sets for loading:**

**Freight payable at:**
HONG KONG AS AT SAMARINDA ANCHORAGE, EAST KALIMANTAN, INDONESIA DATED JANUARY 25, 2016

**Number of original Bills:**
3 (THREE)

**Signature:**
Signed by Agent for and on behalf of Master of Vessel.
MV. Panafrican
Capt. Mayrotom Labiris Anastasiou

**Endorsed in Favour Of:**
Udita Power Corporation Ltd.

**For, Adani Power Rajasthan Limited**

**Authorized Signatory:**

*Signature*
P.T. Mitra S. K. Analisa Tostama

CERTIFICATE OF SAMPLING AND ANALYSIS

<table>
<thead>
<tr>
<th>Description of Goods</th>
<th>Indonesian Steam Coal In Bulk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>76,532.00 Tons</td>
</tr>
</tbody>
</table>

**Vessel**

| MV TANAPRILAN |

**Location**

| GOLDMAN CHMND, INT'L. | CHINA |

**Loading Date**

| 02/07/2016 |

THIS IS TO CERTIFY that we have performed the inspection, sampling and analysis of the coal consignment noted above, samples were taken during loading, i.e., analyzed as per ISO 11258 and 11259 methods.

**The following results were obtained:**

<table>
<thead>
<tr>
<th>Property</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Moisture</td>
<td>5.91%</td>
</tr>
<tr>
<td>Ultimate Moisture</td>
<td>6.36%</td>
</tr>
<tr>
<td>Ash</td>
<td>17.88%</td>
</tr>
<tr>
<td>Volatile Matter</td>
<td>32.60%</td>
</tr>
<tr>
<td>Fixed Carbon</td>
<td>41.42%</td>
</tr>
<tr>
<td>Gross Calorific Value</td>
<td>23.30 Haar</td>
</tr>
<tr>
<td>Sulfur</td>
<td>0.84%</td>
</tr>
<tr>
<td>Moisture</td>
<td>8.54%</td>
</tr>
<tr>
<td>Calorific Value</td>
<td>22.80 Haar</td>
</tr>
<tr>
<td>Ash</td>
<td>18.24%</td>
</tr>
</tbody>
</table>

For the above results, in accordance with our inspection and sampling procedures.

Signed on behalf of:

P.T. Mitra S. K. Analisa Tostama

Authorized Signature
P.T. Mitra S.K. Analisa Testama

Certificate of Origin

Certno: MSKAT/COAL/HQ/14-15/1/223

Date: 02/02/2016

Description of Goods: Indonesian Steam Coal in Bulk

Ea/Bag: N/A

Quantity: 26,656,000 Mt

Vessel: MV PANAPRIGAN

Port of Loading: Samarinda, East Kalimantan, Indonesia

Loading Date: 19.01.2015

This is to certify that the cargo listed in the above vessel is of Indonesian Origin.

[Signature]

Brand on Behalf Of

P.T. Mitra S.K. Analisa Testama

Authorized Signatory
**CERTIFICATE OF WEIGHT**

**DATE:** 02/02/2015

<table>
<thead>
<tr>
<th>Description of Goods</th>
<th>Indonesian Sour Coal in Bulk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packing</td>
<td>In Bulk</td>
</tr>
<tr>
<td>Quantity</td>
<td>76,580.00 MT</td>
</tr>
<tr>
<td>Vessel</td>
<td>MY PAN AFRICAN</td>
</tr>
<tr>
<td>Port of Loading</td>
<td>Samarinda Anchorage, East Kalimantan, Indonesia</td>
</tr>
<tr>
<td>Loading Date</td>
<td>25/07/2015</td>
</tr>
</tbody>
</table>

THIS IS TO CERTIFY that the weight of the above mentioned cargo loaded at loading port was determined by the duly registered draft surveyor as follows:

- 76,580.00 MT

The information which is certified to the best of our knowledge and belief is the true and correct finding at the time and place of our inspection only.

For and on behalf of

**P.T. Mitra S.K. Analisa Testama**

**Authorised Signatory**
**P.T. Mitra S. K. Analisa Testama**

**DRAFT SURVEY REPORT**

**DATE:** 02/04/2015

**CURING & MKAD COAL/HLK 1511/1525**

**Description of Goods:** Indonesian Solid Coal in Bulk

**Weight:** 76,630.000 MT

**Vessel:** MV PANAFRICAN

**Port of Loading:** Singapore Anchorage East Kalimantan, Indonesia

**Fecha of Loading:** 10th January 2015

**Stated at:** 30th December 2014

---

**| Date/Time | Vessel | Cargo Destination | Cargo Description | Volume tons | Measurement | Weight | Tare | Gross |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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<tbody>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

---

**TOTAL CARGO HANDLING:**

---

**For and on Behalf:**

P.T. Mitra S. K. Analisa Testama

**Authorized Signatory:**

---
1. Goods consigned from (Exporter's business name, address, country)
PT. SUKRI BAJU ENERGI
VARMA KAYAN MURUK L.T.D.
JL. KAYAN MURUK NO.8, KEREN KELAPA
SUMEDANG, JAWA BARAT - 15129
INDONESIA

2. Goods consigned to (Consignee's name, address, country)
ADANI POWER RAJASTHAN LIMITED,
KAIKHALI THERMAL POWER PROJECT,
MR. SAJNAPA RAILWAY STATION,
VILLAGE: KAIKHALI, RAJPIRODI DISTRICT,
BARIJ 325 218 RAJASTHAN

3. Means of transport and route (as far as known)

4. Form A: Used

5. Item number | Mark and numbers on packages | Description of goods | Quantity and weight or other data (FOB) | Number and date of Invoices
--- | --- | --- | --- | ---
1 | NO MARK IN BULK | 76,830 MT INDONESIAN STEAM COAL IN BULK
HS: 2701.10.20
ADANI GLOBAL PTE LTD. 80 Raffles Place #33-06 UOB PLAZA II, LEVEL 22 SINGAPORE 049924 SINGAPORE 2311000094 JANUARY 25, 2016 | VND 76,830,000 THE SEVENTY-SIX THOUSAND EIGHT HUNDRED AND THIRTY-SEVEN MILLION, 3347,207.00 | 0000340/SMD/2016 10 JANUARY 25, 2016

11. Declaration by the exporter
The undersigned hereby declares that the above details and statements are correct that all the goods were produced in

INDONESIA (Country)

and that they comply with the origin requirements specified for these goods in the ASEAN-India Free Trade Area Preferential Tariff for the goods exported to

INDIA (Importing Country)

Samarinda, January 23, 2016

12. Certification
It is hereby certified, on the basis of control carried out, that the declaration by the exporter is correct.

PROVINCIAL OFFICE IN SAMARINDA

PLACE AND DATE, SIGNATURE OF AUTHORIZED SIGNATORY

13. Where appropriate please tick:

- [X] Third Country Invoicing
- [ ] Exhibition
- [ ] Back-to-Back CO
- [ ] Cumulative
CONTRACT
FOR
SUPPLY & PURCHASE,
OF
INDONESIAN STEAM COAL IN BULK
BETWEEN

SELLER
ADANI POWER RAJASTHAN LTD;
KAWAI THERMAL POWER PROJECT,
NR.SALPURA RAILWAY STATION
VILLAGE: KAWAI, TEHSIL: ATRU
DISTRICT: BARAN 32219 RAJASTHAN

AND

BUYER
UDUPI POWER CORPORATION LIMITED
2ND FLOOR, LE PARC RICHMONDE
51,RICHMOND ROAD, BENGALURU - 560025
KARNATAKA, INDIA

CONTRACT REFERENCE
APRL/UPCL/2014-15/170215
Date: 17.02.2015

(Pages including cover - 2)
Contract for sale and purchase of Indonesian Steam Coal Dated 17th Feb 2015.

Between

ADANI POWER RAJASTHAN LTD, having its registered address at ADANI HOUSE, NR. MITHAKHALI CIRCLE, NAVRANGPURA, AHMEDABAD 380 009 GUJARAT, INDIA and Plant address at KAWAI THERMAL POWER PROJECT, NR.SALPURA RAILWAY STATION VILLAGE: KAWAI, TEHSIL: ATRU DISTRICT: BARAN 32219 RAJASTHAN (hereinafter referred to as "SELLER")

AND

UDUPI POWER CORPORATION LIMITED, a company incorporated under the law of India, having its registered office address at 2nd Floor, Le Parc Richmond 51, Richmond Road, Bengaluru - 560025 Karnataka, India (hereinafter referred to as "BUYER")

By this agreement, the Seller agrees to sell and the Buyer agrees to buy the material specified below as per mentioned terms and conditions:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall respectively have the following meanings:

(a) A fraction of a cent in any calculation shall be rounded up to the nearest cent if such fraction is one half of a cent or more, and shall be rounded down when otherwise.

(b) A fraction of a tonne in any calculation shall be rounded up to the nearest tonne if such fraction is one half of a tonne or more, and shall be rounded down when otherwise.

(c) "ASTM" means the American Society for Testing and Materials and "ISO" means International Organization for Standardization

(d) "Bill of Lading" Or 'B/L' means receipt given by the vessel for the coal shipment and is a document of title.

(e) "Coal" means Indonesian Steam Coal in bulk.

(f) "Dollars", "US. Dollars", "USD", "US$", "$", "Cents" where used shall refer to the currency of the United States of America.

(g) "ETA" means expected time of arrival.
(h) "CIF" means Cost, Insurance and Freight.

(i) "Kcal" means Kilocalorie (s) as defined in the "International System of Units".

(j) "Kg" means Kilogram (s) as defined in "International System of Units".

(k) "Laytime" means time allowed to load the cargo on to the mother vessel.

(l) "mm" means Millimeter as defined in "International System of Units".

(m) "Port of Loading" means the port at which the coal is to be loaded in Indonesia.

(n) "Pratique" means permission to do business at a port by a ship that has complied with all applicable local health regulations.

(o) "Statement of Facts" means a statement prepared by the ship's agent at the port of loading which shows the date and time of arrival of the vessel and the commencement and completion of loading. It details the quantity of cargo loaded each day, the hours worked and the hours stopped with the reasons of stoppages.

(p) "Time Sheet" means a document which records all daily particulars relating to the loading or discharging of cargo as well as the duration of and reason for any stoppage of work and is used as a basis for the calculation of demurrage/despach.

(q) "Ton (s), "Tonne (s)", and "MT" means metric tonne of 1,000 Kgs as defined in "International System of Units".

(r) "Working day" means a day upon which business is regularly transacted and unless expressly stated, the term "day" shall be deemed to mean "calendar day".

(s) "Weather Working Day" means day of 24 consecutive hours on which work in loading coal on board a vessel may be carried out without loss of time due to the weather.

2. TERM OF AGREEMENT

The parties hereby agree that the term of this agreement shall commence from the date of signing of this Agreement until the sale and delivery of the contracted quantity under this agreement has been fully performed by the parties and all payments due are realized or until both parties mutually agree to terminate this agreement, whichever comes earlier.

Buyer shall purchase the coal from Seller on CIF (High Seas Sales) basis (Incoterms 2010).
3. **COMMODITY, CONTRACTED QUANTITY, SHIPMENT SCHEDULE**

3.1. **Commodity:**

Indonesian Steam Coal in Bulk

3.2. **Quantity:**

75,000 MT +/-10% on vessel's option

3.3. **Origin:**

Indonesia

3.4. **Shipment:**

Shipment in Feb-Mar 2015

3.5. **Port Of discharge:**

New Mangalore Port, India

4. **Typical Specification:**

As per ISO standard specified below:

- **TOTAL MOISTURE (ARB):** 21.5 PCT
- **ASH CONTENT (ADB):** 5.5 PCT
- **VOLATILE MATTER (ADB):** 38 TO 44 PCT
- **FIXED CARBON (ADB):** BY DIFFERENCE
- **TOTAL SULPHUR (ADB):** 0.7 PCT
- **GROSS CALORIFIC VALUE (ARB):** 5200 KCal/Kg
- **NOMINAL SIZE:** 0 TO 50 MM
- **HGI (INDEX POINTS):** 42-55

5. **Price:** US$ 65 FMT CIF New Mangalore Port on High Seas Sales (including High Seas Sales Charges) Basis 5200 GCV (ARB) Kcal/kg, 5.6% ASH (ADB) and 0.7% Sulphur (ADB) with price adjustment as per Clause 6.

SBI Bill Selling rate on the date of LC Opening/HSS Agreement shall be used for conversion of USD to INR.
6. **Price Adjustment:**
Price adjustment for variation of following parameters shall be applicable as per below formulas. Such adjustment shall be basis Load port analysis result for TM (ARB), Ash (ADB) and Sulphur (ADB). However, if the umpire sample is referred as per clause 4, then CIF price adjustment shall be basis of relevant parameter(s) of umpire sample analysis result.

6.1 **Gross Calorific Value (ARB)**
Pro-rata adjustment in the CIF price will be made if Gross Calorific Value GCV (ARB) Kcal/Kg exceeds or falls from Quoted Typical GCV (ARB) Kcal/Kg.

Adjusted CIF Price = \( 65 \text{ USD} \times \text{Actual GCV (ARB) Kcal/Kg} \)
\[ \frac{5200}{\text{Kcal/kg}} \]

6.2 **TM (ARB)**
If actual TM content exceeds or falls from the typical value, then the CIF price will be deducted or added by US$ 0.4 PMT for each 1% change of typical value and fraction prorata.

6.3 **Ash (ADB)**
If actual Ash content exceeds or falls from the typical value, then the CIF price will be deducted or added by US$ 0.4 PMT for each 1% change of typical value and fraction prorata.

6.4 **Sulphur (ADB)**
If actual Sulphur content exceed or fall from the typical, value, then the CIF price will be deducted or added by US$ 0.4 PMT for each 0.1% change of typical value and fraction prorata.

7 **Weight and Quality Determination:**

7.1 **Weight:**
The cargo weight will be as per Bill of Lading and shipment shall be calculated to the nearest metric ton (MT).

7.2 **Coal Quality:**
Coal samples for each shipment shall be taken and analyzed using ASTM/ISO standards and procedures. Sellers shall appoint the independent inspection agency at the load port. Appointed agency shall conduct the sampling and analysis of the coal shipment. Deputed inspection agency shall provide the corresponding Certificate of Sampling and Analysis for shipment at the loading port. Such coal quality determination at loading port shall be final and binding upon SELLER and
BUYER for the purpose of this contract, and shall form the basis of settlement unless adjustment is required in accordance with Article 6 hereof.

GCV (ARB) Determination.
For GCV (ARB) Discharge Port report of Inspection agency M/s. Dr. Amin Controller Pvt. Ltd. after considering allowable interlab tolerances shall be final and binding on both Buyer and Seller. In case of Load Port analysis report of GCV (ARB) is within ISO interlab tolerance as per Table - 1 limit with Discharge Port analysis, the Load Port analysis shall be considered as final and binding for the shipment. In case of Discharge Port analysis of GCV (ARB) vary from Load Port analysis beyond ISO interlab tolerance range then the Discharge Port analysis shall be considered as final and binding / for the shipment.

UMPRIE ANALYSIS.
BUYER or SELLER may ask for analysis of the Umpire Sample as per Umpire Analysis Provision provided in clause-6, of the Umpire Sample kept in the safe custody of independent inspection agency at Discharge Port, which shall be forwarded to a mutually agreed Independent Inspection Agency in India other than appointed at Load Port and Discharge Port. Umpire Analysis shall be carried out for disputed parameter/parameters (only) in the presence of the BUYER's/SELLER's representative if available.

The results of such umpire sample analysis shall be treated as final and binding for the adjustment of payment. Recovery /Payment, if any, arising out of this analysis shall be from balance payment.

However, the umpire analysis shall be treated as final and binding only if the Umpire Sample analysis is carried out and the report is received within a period of one month from the date of issue of Certificate of Discharge Port Analysis, subject to if there is delay from Buyer's end in arranging for umpire analysis, then the Load Port analysis shall be considered as final and binding for all the commercial and payment purposes. If there is delay from Supplier's end in arranging for umpire analysis then the Discharge Port analysis shall be considered as final and binding for all the commercial and payment purposes. All the costs of carrying out the umpire sample analysis shall be to the account of the BUYER or SELLER's who sought the analysis of the umpire sample.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Interlab Tolerance</th>
<th>Umpire Analysis Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCV (ARB)</td>
<td>72 Kcal/kg</td>
<td>If Discharge Port results beyond Interlab Tolerance.</td>
</tr>
<tr>
<td>TM (ARB)</td>
<td></td>
<td>Only if Discharge Port results is beyond Rejection levels.</td>
</tr>
<tr>
<td>Ash (ADB)</td>
<td>0.3%</td>
<td>If Discharge Port results beyond Interlab Tolerance</td>
</tr>
<tr>
<td>Sulphur (ADB)</td>
<td>0.1%</td>
<td>If Discharge Port results beyond Interlab Tolerance</td>
</tr>
</tbody>
</table>
8 Payment Terms:

100% Payment through Letter of Credit payable at Sight (with TT Reimbursement) to be opened by Buyer within 7 days of arrival of vessel at discharge port in Seller's format. 95% payment shall be negotiated against load port documents & balance after discharge port analysis is completed for weight & GCV (ARB). Interest @ 18% p.a. shall be charged by the Seller from Buyer in case of delay in opening the LC/making of payment by Buyer.

9 Discharge Rate.
Buyer to guarantee a discharge rate of 22,500 MT PWWD SHINC.

10 Demurrage/Dispatch.
As per vessel nomination on Buyer’s account.

11 NOR and T/T.
Notice of Readiness to be tendered ATDN SHINC by telex, or fax or email to the Buyer and his nominated persons at discharge port basis WIRON, WIFPON, WIPON, WCWCON.

Turn Time 12 Hrs, Unless Sooner Commenced, in which case actual time used to count.

Any spillage occurs due to mistake on path of master of the ship/shipping line and if any liability/penalty is imposed upon the Buyer the same shall be borne by the Seller. However, if spillage or any other mistake occurs during discharge of coal for reason attributable to Buyer or his representatives the same shall be borne by Buyer.

The upper limits of Demurrage / Dispatch shall be as per the Vessel Nomination Note of the shipment. The rate of dispatches shall be half the demurrage rates. The vessel once in demurrage shall always be in demurrage.

In case of non-fulfillment of any of the obligations under this Order directly (including but not limited to opening up of LC as per clause 8 above) and/or indirectly by the Buyer and Buyer's nominated Contractor, including delay in payment of custom duty, then under such circumstances any delay in berthing of the vessel, the cost of pre-berthing delay will be to the account of Buyer.

12 Taxes, Duties, etc.
All import duties, levies and buyer's country dues etc. on the imported material from the vessel if any at discharge port shall be to buyer's account. All taxes, duties etc. on loading goods in the country of origin / loading and seller's country to be seller's account.

13 Force Majeure:

Upon the occurrence of any event which affects or is likely to affect the ability of a Party to perform its obligations under this agreement, that Party shall give the other
Notice in Writing thereof, which shall include details of the event, and shall give
further notices of any change in the situation as may be appropriate from time to
time.
In the event that a Party wishes to claim Force Majeure (the “Affected Party”) it
shall give notice to such effect to the other Party (the “Non-Affected Party”) as early
as practicable, which notice may be given orally and confirmed by Notice in Writing
as soon as possible.
In order the provisions of this clause become operative, the party of the contract
affected by the force majeure conditions must furnish the other party with written
notice about the nature and extent of conditions promptly.

Any notice required or permitted by this agreement shall be in writing and in the
English Language and may be delivered personally or may be sent by telex,
facsimile, or prepaid registered mail addressed to the parties, as follows:

If to BUYER:
UDUPI POWER CORPORATION LIMITED
2ND FLOOR, LE PARC RICHMONDE
51, RICHMOND ROAD, BENGALURU - 560025
KARNATAKA, INDIA

If to SELLER:
ADANI POWER RAJASTHAN LTD,
KAWAI THERMAL POWER PROJECT,
NR. SALPURA RAILWAY STATION
VILLAGE: KAWAI, TEHSIL: ATRU
DISTRICT: BARAN 32219 RAJASTHAN

15. Governing Law and Arbitration:

This Agreement shall be governed and construed in accordance with the laws of
India. Any disputes or differences arising between the Parties hereto as to the effect,
interpretation or application of this Agreement or as to their rights, duties or
liabilities there under, or as to any act, matter or thing arising out of, or consequent
to, or in connection with this Agreement shall be referred to and finally resolved by
arbitration by a panel of three arbitrators, one each nominated by each of the
Parties and the third nominated by the arbitrators so nominated. The arbitration
shall be conducted in accordance with the provisions of the Arbitration and
Conciliation Act, 1996, or any subsequent enactment or amendment thereof. Such
arbitration proceedings shall be held in Delhi and shall be conducted in the English
Language.

16. Amendments:
Any amendments of this contract shall be in the form of an addendum in writing to
be signed by both parties and shall, thereafter form and become an integral part of
this contract.
17 Waiver:
Any failure of either Party to insist on any or more instances upon strict performance of any provision of the contract or to exercise any of his rights herein, shall not be considered as a waiver of any such provision.

18 Assignment:
Neither party shall assign any rights or obligation under this agreement without the prior written consent of the other party.

19 Jurisdiction
In case of any dispute arising out of this Agreement, the Courts at Delhi alone shall have the jurisdiction.

This contract is to be kept strictly private and confidential.

Buyer
UDUPI POWER CORPORATION LIMITED

Seller
ADANI POWER RAJASTHAN LIMITED

(Authorised Signatory)  
(Authorised Signatory)
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1906928</td>
<td>DREDGED IN BULK VOLATILE METAL (B)</td>
<td>MT</td>
<td>515.44</td>
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<td>295</td>
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<td>TOTAL</td>
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<table>
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<tr>
<th>Total</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<td>IN BULK VOLATILE METAL (B)</td>
<td>MT</td>
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<td>14016873</td>
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<table>
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<th>Item 1</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
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<td>TOTAL</td>
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<table>
<thead>
<tr>
<th>Item 1</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<td>TOTAL</td>
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<td></td>
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</tr>
</tbody>
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**TOTAL ITEMS** | **TOTAL** | **TOTAL** | **TOTAL** | **TOTAL** |
<table>
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<td>14016873</td>
<td>14016873</td>
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</tr>
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</table>
GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF REVENUE  
CENTRAL BOARD OF EXCISE AND CUSTOMS  

NOTIFICATION  
NO.18/2015-CUSTUMS (N.T.)  

Dated the 5th February, 2015  
16 Magha, 1936 (Saka)

S.O. (E). – In exercise of the powers conferred by section 14 of the Customs Act, 1962 (52 of 1962), and in super session of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No.09/2015-CUSTUMS (N.T.), dated the 15th January, 2015 vide number S.O.167 (E), dated the 15th January, 2015, except as respects things done or omitted to be done before such super session, the Central Board of Excise and Customs hereby determines that the rate of exchange of conversion of each of the foreign currency specified in column (2) of each of Schedule I and Schedule II annexed hereto into Indian currency or vice versa shall, with effect from 6th February, 2015 be the rate mentioned against it in the corresponding entry in column (3) thereof, for the purpose of the said section, relating to imported and export goods.

SCHEDULE-I

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Foreign Currency</th>
<th>Rate of exchange of one unit of foreign currency equivalent to Indian rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(a)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(For Imported Goods)</td>
</tr>
<tr>
<td>1.</td>
<td>Australian Dollar</td>
<td>48.85</td>
</tr>
<tr>
<td>2.</td>
<td>Bahrain Dinar</td>
<td>168.95</td>
</tr>
<tr>
<td>3.</td>
<td>Canadian Dollar</td>
<td>49.95</td>
</tr>
<tr>
<td>4.</td>
<td>Danish Kroner</td>
<td>9.60</td>
</tr>
<tr>
<td>5.</td>
<td>EURO</td>
<td>71.15</td>
</tr>
<tr>
<td>6.</td>
<td>Hong Kong Dollar</td>
<td>8.05</td>
</tr>
<tr>
<td>7.</td>
<td>Kuwait Dinar</td>
<td>216.10</td>
</tr>
<tr>
<td>8.</td>
<td>New Zealand Dollar</td>
<td>46.35</td>
</tr>
<tr>
<td>9.</td>
<td>Norwegian Kroner</td>
<td>8.25</td>
</tr>
<tr>
<td>10.</td>
<td>Pound Sterling</td>
<td>95.20</td>
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</table>

Contd...2/...
<table>
<thead>
<tr>
<th>No.</th>
<th>Foreign Currency</th>
<th>Rate of exchange of 100 units of foreign currency equivalent to Indian rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Singapore Dollar</td>
<td>46.50</td>
</tr>
<tr>
<td>12.</td>
<td>South African Rand</td>
<td>5.55</td>
</tr>
<tr>
<td>13.</td>
<td>Saudi Arabian Riyal</td>
<td>17.00</td>
</tr>
<tr>
<td>14.</td>
<td>Swedish Kroner</td>
<td>7.60</td>
</tr>
<tr>
<td>15.</td>
<td>Swiss Franc</td>
<td>68.05</td>
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<tr>
<td>16.</td>
<td>UAE Dirham</td>
<td>17.55</td>
</tr>
<tr>
<td>17.</td>
<td>US Dollar</td>
<td>62.45</td>
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</table>

SCHEDULE-II

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Foreign Currency</th>
<th>Rate of exchange of 100 units of foreign currency equivalent to Indian rupees</th>
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<tbody>
<tr>
<td></td>
<td>(2)</td>
<td>(a)</td>
</tr>
<tr>
<td></td>
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<td>(For Imported Goods)</td>
</tr>
<tr>
<td>1.</td>
<td>Japanese Yen</td>
<td>53.35</td>
</tr>
<tr>
<td>2.</td>
<td>Kenya Shilling</td>
<td>69.65</td>
</tr>
</tbody>
</table>

[F.No.468/01/2015-Cus.V]

(SATYAJIT MOHANTY)
DIRECTOR (ICD)
TELE: 2309 3380

To
The Manager,
Government of India Press,
Mayapuri, Ring Road, New Delhi.
<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Bank</th>
<th>Vessel</th>
<th>LC No.</th>
<th>Supplier</th>
<th>LC Value</th>
<th>LC commission</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bank of India</td>
<td>MV Double Providence</td>
<td>5625FLCDP1400020 dt: 31.12.2014</td>
<td>PT. Indomindo Mandiri</td>
<td>$ 4,618,713.00</td>
<td>567,370</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,626,327.00</td>
<td>326,770</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bank of India</td>
<td>MV Pan African</td>
<td>LC Not Opened</td>
<td>Adani Power Rajasthan Limited</td>
<td>₹ 321,751,745.00</td>
<td>3,987,419</td>
<td>LC is pending against this value. Approximate figures arrived based on BOI rates (calculation sheet attached for reference)</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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</table>
Bank of India  
FLC fvg Adani Power Rajasthan Limited

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rate</th>
<th>In INR</th>
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<tbody>
<tr>
<td>ILC Value</td>
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<td>321,751,745.00</td>
</tr>
<tr>
<td><strong>Commission</strong></td>
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<td></td>
</tr>
<tr>
<td>Usage Commission @ 0.64%</td>
<td>0.640%</td>
<td>2,059,211.00</td>
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<tr>
<td>Commitment Charges @ 0.20%</td>
<td>0.200%</td>
<td>643,503.00</td>
</tr>
<tr>
<td>LC Commission Charged</td>
<td></td>
<td>2,702,714.00</td>
</tr>
<tr>
<td>Add: Service tax @ 12.36%</td>
<td></td>
<td>334,055.00</td>
</tr>
<tr>
<td>Commission + Service tax</td>
<td></td>
<td>3,036,769.00</td>
</tr>
<tr>
<td>Swift Charges</td>
<td></td>
<td>250.00</td>
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<tr>
<td>Total Commission charged from Bank</td>
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<td>3,037,019.00</td>
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