	VESSEL: SUPPLIER: LOCATION: DATE OF RECEIPT: QUANTITY IN MT: GCV: CIF VALUE (USD):	MV MYNIKA M/s. GUPTA COAL INDIA PRIVET LIMITED Indonesia 10.03.2015 77003Metric Tonnes 5856KCAL/KG INR338732908.97
	PARTICULARS	AMOUNT
1	CIF Value of Coal (INR)	33,87,32,909
2	Customs Duty (Incl. Clean Energy Cess)	2,29,10,295
3	Stevedoring & Other Expenses	16,36,969
4	Survey, coal sampling & Analysis	51,912
5	Royalty Charges	16,43,891
6	Transportation by Rail & Marshaling Yard Charges	2,44,02,586
7	LC Establishment Charges	58,52,661
8	INSURANCE	6,92,308
		39,59,23,531

.



#### **GUPTA COAL INDIA PRIVATE LIMITED**

4th FLOOR, GUPTA TOWER, TEMPLE ROAD,
CIVIL LINES , NAGPUR - 440001
MAHARASHTRA , INDIA
Ph. No. +91 712 666 4000, Fax - +91 712 666 4000

#### **HSS INVOICE**

Buyer:

UDUPI POWER CORPORATION LIMITED 2ND FLOOR, LE PARC RICHMONDE 51, RICHMOND ROAD

BENGALURU- 560 025,KARNATAKA, INDIA

Buyer Purchase Order No. :

UPCL/GUPTA/001/2014-15 DATED 31.01.2015

Port of Discharge:

**NEW MANGALORE PORT, INDIA** 

Invoice No. CH143-00001 Invoice Date: 05.03.2015

Vessel Name : M/V MYNIKA B L No. & Date :

019/TB-IND/2015 Dated 25/02/2015

**Country of Origin of Goods:** 

**INDONESIA** 

Description of Goods	BL Qtty. (Mt)	Adjusted CIF PRICE USD	Rate/Mt in INR	Amount in INR
Sale of Steam (Non-Coking) Coal in Bulk of Indonesian Origin	77003	69.500		
UNDER "HIGH SEAS SALE" BASIS			1	
Calculation of HSS Rate & Quantity based on Load Port				
Analysis Report :		·		
PRICE ADJUSTMENT FOR GCV				
'=(5856 GCV ARB/5800 GCV ARB)*\$ 69.5 PMT		0.67		
PRICE ADJUSTMENT ON TOTAL MOISTURE (ARB):				
'=USD 0.40 PMT * ( 16% -16.49% ) / 1%		-0.20		
PRICE ADJUSTMENT ON ASH (ADB):				
=USD 0.40 PMT * (6% - 4.89%) / 1%		0.44		•
PRICE ADJUSTMENT ON SULPHUR (ADB):				
=USD 0.40 PMT * (0.70% - 0.76%) / 1%		-0.24	٠.	
EXCHANGE RATE OF SBI SELLING TT		70.17	62.69	338,732,908.97
ADJUSTED CIF PRICE \$ 70.17 PMT X 62.69				
¥				
		1	Round Off	0.48
CLAIMING 95 % OF CIF VALUE AS PER PAYMENT TERMS			<u>[</u>	321,796,264.00
95% OF CIF VALUE INR.33,87,32,909/-			<b></b>	
TOTAL AMOUNT		70.170		321,796,264.00

Amount in words(in INR):

Rupees Thirty Two Crore Seventeen Lakh Ninety Six Thousand Two Hundred & Sixty Four Only

PAN: AAACG4587B IEC No.: 0396024254

**Declaration:** 

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

For GUPTA COAL INDIA PRIVATE LIMITED

Authorised Signatory

Registered Office: 4th Floor, Gupta Tower, Temple Road, Civil Lines, Nagpur, Maharashtra Pin No.:440001

CODE NAME: "CONGENBILL" .ED	ITION 1994			Page 2
Shipper		BILL OF LADING		
GHOMMAZ GENERAL TRADI		TO BE USED WITH CHARTER F	ARTIES	B/L No. 019/TB-IND/2015
P O BOX NO 123521, DUBAI,	U.A.E.		Referenc	e No.
Consignee				
TO ORDER			al Chi.	50000 8 ABO 8 A 8 W
				RGNAL
			***	'1 \1 \2 11 \7 \\
Notify address		<del></del>		
GUPTA COAL INDIA PRIVATE				
4 TH FLOOR, GUPTA TOWER TEMPLE ROAD, CIVIL LINES,				
NAGPUR-440001, INDIA				
, , , , , , , , , , , , , , , , , , , ,				
Vessel	Port of loading			
MV MYNIKA	TANJUNG BARA, EAS	T KALIMANTAN, INDONESIA		
Port of discharge		<del>-</del>		
NEW MANGALORE PORT, IN	DIA			
Shipper's description of goods			Gross W	elght
INDONESIAN STEAM COAL II	1 BULK		77,003	MT
CLEAN ON BOARD				
FREIGHT PAYABLE AS PER (	HARTER PARTY			
s companie ( s i i troping and ) with a	MAKI EKT AKT I			
HS CODE: 2701.19.20.00				
(of which	an dank ut skimmels sisks the fi			
· .	on deck at shipper's risk; the Ca or damage howsoever arising)	alliet Lot		
Freight payable as per		SHIPPED at the Port of Loa	ding in apparent g	ood order and
CHARTER-PARTY DATED		condition on board the vessel for car or near thereto as she may safely get	mage to the Port of	l Discharge
		1		
FREIGHT ADVANCE		weight, measure, quality, condition,	contents and value	a unknown
Received on account of Ireight		IN WITNESS whereof the Master or	Agent of said Ves	sel has signed
***********************	********	the number of Bills of Lading Indicate any one of which being accomplished	d below all of this d the others shall b	tenor and date, pe void
Time used for loading	dayshours.	FOR CONDITIONS OF CARRIAGE S	EE OVERLEAF	
	Freight payable at	Place and date	of Issue	
				G BARA, FEBRUARY 25, 2015
	Number of original B/Ls	Signature		
		SIGNED BY AG	ENT	
		FOR AND ON E		STER OF VESSEL
	3 (THREE)	MV MYNIKA CAPT, VITALIY	TSAREVSKYY	
		OU. 1. ALIWEIT	TONIC YOUTE	
			131 X	
	•	•	F/ M	\ /m/
				<b>が</b>
			- State State Contraction of the	No. of the Control of

" :



Pulogadung Trade Center, Block BH No. 7 Jl. Raya Bekasi Km 21, Kawasan Industri Jakarta Timur - 13930, Indonesia

T:+62 21 46801210
F:+62 21 46800716
E:indonesia@mitrask.co.in

25

Wild Styl

## CERTNO.MSKAT/COAL/HO/14-15/12-803

DATE: 05/03/2015

#### CERTIFICATE OF SAMPLING AND ANALYSIS

等表达5年度 X 中国ASS中心 X 实现证据不必

Description of Goods: Indonesian Steam Coal in Bulk

Packing : In Bulk

Quantity : 77,003,000 MT

Vessel : MV MYNIKA

Port of Loading : Tanjung Bara, East Kalimantan, Indonesia

Loading Date : 18/02/2015 TO 25/02/2015

THIS IS TO CERTIFY: that we have performed the inspection, sampling and analysis of the coal consignment nominated above, samples were taken during loading and analyzed as per ASTM Standard methods.

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offices at distribution and appeals at tention of

RASER METRAS K. ASTRAS R. MARGERA & MERCULO K. MARTINAS

The following results were obtained:

Toot
Test Total Moisture (ARB)
- Total Moisture
Inherent Moisture (ADB)
$\mathbb{T}_{A, \operatorname{ch}}$ -all Kinggreen kinggreen and $(\operatorname{ADB})$ make interaction $A^{\operatorname{AB}}$ of the $A^{\operatorname{AB}}$
Volatile Matter
Fixed Carbon (ADB) By Difference
Gross Calorific Value (ARB) : 5856 Kcal/Kg
Sulphur senas e senas
$^{10}$ HGI $^{10}$ . Between himself where the street $^{10}$ . Here $^{10}$
Size (0-50 MM)

For and on behalf of,

TESTINO-INSPECTION |
PL Mitra S.K. Analisa Testama

PT.Mitra S.K. Analisa Testama

Authorised Signatory



490



Pulogadung Trade Center, Block BH No. 7 Jl. Raya Bekasi Km 21, Kawasan Industri Jakarta Timur - 13930, Indonesia

T:+62 21 46801210 F:+62 21 46800716 E:indonesia@mitrask.co.in

Carlot R

Description of Goods : Indonesian Steam Coal in Bulk

: In Bulk Packing

: 77,003.000 MT Quantity : MV MYNIKA Vessel

: Tanjung Bara, East Kalimantan, Indonesia Port of Loading

Loading Date : 18/02/2015 TO 25/02/2015

THIS IS TO CERTIFY that the cargo loaded in the above vessel is of Indonesia Origin.

TESTING (MS/ECTION

For and on behalf of, PT.Mitra S.K. Analisa Testama



ન તુરાજે



Pulogadung Trade Center, Block BH No. 7 Jl. Raya Bekasi Km 21, Kawasan Industri Jakarta Timur - 13930, Indonesia

T:+62 21 46801210 F:+62 21 46800716 E: indonesia@mitrask.co.in

#### CERTNO.MSKAT/COAL/HO/14-15/12-805

Description of Goods

Indonesian Steam Coal in Bulk

Packing

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de.

In Bulk

Quantity

77,003.000 MT

Vessel

MVMYNIKA DEDIKAS RESERVANDED, SAME OF ES

Port of Loading

Tanjung Bara, East Kalimantan, Indonesia

Loading Date

18/02/2015 TO 25/02/2015 A A GARAGE

THIS IS TO CERTIFY: that weight of the above mentioned cargo loaded at loading port was determined on the basis of vessel's draft survey as follows:

orande de la cantación de acesa de la compagnación de apparación, de acesa de la cantación de acesa de la comp National de la cantación de la compagnación de acesa de la compagnación de la compagnación de la compagnación

Seventy Seven Thousand Three Metric Tons Only. BOTHAR COMMING IN HE WAS IN LIMITALD IN BOTHAR HAD BARRED IN THE PARKED A

The inspection was carried out to the best of our knowledge and this report reflects our finding as at time and place for our inspection only

For and on behalf of,

PT.Mitra S.K. Analisa Testama
lisa lestama
Authorised Signatory





Pulogadung Trade Center, Block BH No. 7 Jl. Raya Bekasi Km 21, Kawasan Industri Jakarta Timur - 13930, Indonesia

T:+62 21 46801210 F:+62 21 46800716 E:Indonesia@mitrask.co.in

DRAFT SURVEY REPORT

CERTNO.MSKAT/COAL/HO/14-15/12-806

DATE: 05/03/2015

Deggg A

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See The See Th

Description of Goods

: Indonesian Steam Coal in Bulk

Weight

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let :

MITTAGK

M. Co.

: 77,003.000 MT : MV MYNIKA

Vessel Port of Loading Loading Date

: Tanjung Bara, East Kalimantan, Indonesia : February 18th, 2015 TO February 25th, 2015

	FINAL.						
Date / Time	February	Sth, 2015 at 12.	15 hrs.	February 25th, 2015 at 09.20 hrs.			
Draft Reading	Port	Stb.	Mean	Port	Stb.	Mean	
Forward of HECHE & AAH AND	5,150	5.170	5.160	13.670	13.670	13.670	
Stern Corection	MIONALLIE ESTA	A à D. Prido	-0.124		SATERA O	-0,036	
Corrected TORS & BETTER S. A. I.	Free activity	្រែសាស្ត្រកាស្ត្	.5.036	Prince -		13.634	
Aff of Philips School College	7.280	7.300	7.290	14,280	14.280	14.280	
Stern Corection	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	Di Hijikat, r <sub>en</sub>	0.090	rte Not in 19	asy with 🥞	0,026	
Corrected a second of the seco	The fill back is to be	al Market Kalendaria Karangan Kalendaria	7.380	ee e e edha	S. A. Marines S. T.	14.306	
Mean Forward & Aft	er in the straight is likely was in the control of the straight	t frank giverfike ditti i vi en et e kole e noord de k	6.208	The state of the second	M NOTAN DIS.	13.970	
Midship 11 1965 A 17 16 6 6 6 6	6.090	6.120	6.105	14.060	14.080	14.070	
Midship Correction	Ter a persan	M OFFICE	-0.004	13/03/14/14/14	TELSER INTERA	+0.001	
Corrected	in a somat K	- NETRA 5, IÇ.	6.101	rspering with	ns, k. Mithag.	14.069	
Mean Of Means	s Serasak a	artikasi K. Da	6.1545	OLK WERK	s a marara	14.0195	
Quarter Mean	paration to 4, 443		6.12775	2 C ANTERNE	E. BITRAK Y. 1	14,04425	
Correspondence Displacement			38,513 MT	0.672	1 A	94,134 MT	
Trim by Head / Stern	2.344	2888 CA 15 P	1/01/0	0.072	Gen K. B. Berlin.	68 MT	
Trim Correction	Sala sereal N		-467 MT	TRAIN A. YERR		94,202 MT	
Displacement Corrected for Trim	T 0200	A	38,046 MT	1.0200	3.34 <del>- 2/4 + 2/4 + 3/5</del>	74,202 IVI I	
Observed Density  Density Correction	1,0200	1 - 2 - 2	-186 MT	A A W 17.33.	ac <mark>gravea e</mark>	-460 MI	
Displacement Corrected for Density			37,860 MT	- Veters in	W 7555 1	93,742 MT	
Total Consumable Stores and Ballast	ender of the filter	15 AND SHIP OF	-23,352 MT	. Burika A K		-2,231 MT	
Net Displacement			14,508 MT			91,511 MT	
haer Explaneriient	S N. 1880 P.A. B. S. J	19 7 7 6 6 1 K - 7 6	10 a 9. R 1475	La Carlo de		- 10 S .0t	

For and on behalf of,

PT.Mitra S.K. Analisa Testama

respina inspection PT Mitta S.K. Agalişa Testama



#### MARINE INSURANCE CERTIFICATE



#### **RELIANCE GENERAL INSURANCE COMPANY LIMITED**

General Insurance

REGD. OFFICE: "RGICL, 570, Naigaum Cross Road, Next to Royal Industrial Estate, Wadala (W), Mumbal - 400 031.

Certificate No

Code	Nο	and	Full	Add	iress	of t	he l	ssul	ng	Office

Corporate Group - North (1301) Reliance General Insurance Company Limited 10-15, 14th Floor, Vijaya Building 17, Barakhamba Road , Connought Place ,

Effective Date of Insurance

25-Feb-15

11

New Delhi - 110001.

E-Mail:

Certificate Issue Date 7-Mar-15

Insured:		Open Cover No:	Policy Period From: 29th Sep 2014 To 28th Sep 2015.		
Ghommaz Gene	ral Trading LLC	1301342425000015			
PO Box # 123521,	Dubai-UAE	Sum-Insured US\$	USS 5,930,925.07		
CONSIGNEE:	To Order				
		Basis of Valuation:	C.I.F + 10 %		
Voyage From :	Tanjung Bara Coal Terminal, Indonesia	B/L No:	019/TB-IND/2015		
Voyage To:	New Manglore Port, India and thence to any interior place in India				
Vessel Details	MV MYNIKA	B/L Date	25-Feb-15		
Year of Built	2013				
	DESCRIPTION OF GOODS	S			
IN	DONESIAN STEAM COAL IN BULK	Quantity	77,003-MT		

Consolidated Stamp duty Paid vide GRAS GRN No. MH00 338661673304201415E dated 08-July-2014\*\* \*\* Not Applicable for the State of Jammy & Kashmir.

#### TERMS OF INSURANCE:

MARINE INSURANCE CERTIFICATE FOR 110 PERCENT OF CIF VALUE OF CARGO INCLUDING INSTITUE CARGO CLAUSE (A) COVERING ALL RISKS WITH DELETION OF EXLUSION CLAUSE 4.4; INCLUDING LOADING / UNLOADING; WAR & SRCC RISKS. FROM LOAD PORT TO DISCHARGE PORT TILL COMPLETION OF DISCHARGE AND THENCE TO ANY INTERIOR PLACE IN INDIA. THIS INSURANCE SHALL BE IN ACCORDANCE WITH THE SPECIFIC TERMS & CONDITIONS PROVIDED IN THE MARINE CARGO OPEN COVER WITH CLAIMS PAYABLE IN INDIA.

#### OTHER POINTS:

Claim Survey & Settling Agent: As per agreed panel of surveyors

This is to certify that insurance of the above mentioned goods have been effected with this company as per details Specified in the Schedule herein above., subject to the terms and conditions of the relative open policy no.'1301342425000015

**Premium Amount** USD 1,852.67

For, Reliance General Insurance Company Ltd.

Place:

Delhi

Marine Deptt. New Delhy **Authorized Signator** 



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## Original

1 GOUS CONSIGNED THE HIS THE		-	Reference No. 0000652/SMD/2015  ASEAN-INDIA FREE TRADE AREA PREFERENTIAL TARIFF CERTIFICATE OF ORIGIN						
	ne void file of the second		(Combined Declaration and Certificate) FORM AI						
Goods consigned to (Consignee's GUPTA COAL INDIA PRIVATE LI 4TH FLOOR, GUPTA TOWER TEMPLE ROAD, CIVIL LINES NAGPUR-440001 INDIA			Issued in <u>INDONESIA</u> (Country) See Notes Querisal						
3. Means of transport and route (as	lar as known) EBRUARY 25, 2015		For Official Use     Preferential       ASGAN-India	arill Treatment Given Under Free Trade Area Preferential Ti	ar#				
Vossol's name/Alterelt etc.	IV MYNIKA YEW MANGALORE PORT, INDIA		Profesential state reason	(arill Trealment Not Given (Plea: 's)	***				
			Signature of Authorise Country	d Signatory of the Importing					
5, Ham 6. Marks and numbers on Packages	Number and type of packages, descrip goods (include quasity where appropria number of the importing country)	lion of to and HS	8. Origin criterion (see Notes averlant)	Gross weight or other quantity and value (FOB).	10. Number and date of savolces				
1 IN BULK	IVY INDONESIAN STEAM COAL IN BULK HS: 2701.19.20.00 GHOMMAZ GENERAL TRADING ILC P.O. BOX 123521, OUBAL UNITED ARAB EMIRATES 14.18/6374051 FEBRUARY 26, 2015		YVO	77,003 YNE					
11. Declaration by the exporter The undersigned hereby de statument are correct; that all	iclares that the above details and the goods were produced in	n is t	Certification It is heraby certified; on the basis of control carried out, that the declaration by the exporter is correct.						
and that they comply with the these goods in the ASEAN-Inc Tank for the goods exported to (Impo	acigin requirements specified for dia Frec Trade Area Preferential o	PROVINCIAL OFFICE IN SAMARINDA  Office in Samarinda  M YUSUF PEBRYANDI SAMARINDA MARCH 2, 2015							
13. Where appropriate please tick	ature of authorised signatory  Ki  Exhibition	<u> </u>	Back-to-Back CO	olure and stamp of certifying at	mulation				

#### **AGREEMENT**

FOR SALE & PURCHASE OF IMPORTED STEAM COAL

**BETWEEN** 

#### **SELLER**

GUPTA COAL INDIA PVT LTD GUPTA TOWERS, 4<sup>TH</sup> FLOOR, TEMPLE ROAD CIVIL LINES, NAGPUR-01

**AND** 

#### **BUYER**

UDUPI POWER CORPORATION LIMITED 2<sup>ND</sup> FLOOR, LE PARC RICHMONDE 51, RICHMOND ROAD BENGALURU- 560 025 KARNATAKA, INDIA

#### **AGREEMENT REFERNCE**

UPCL/GUPTA/001/2014-15 Date: 31.01.2015

(Pages including cover - Eight)

WAGPUR ST

Page 1 of 8

Agreement for sale and purchase of Indonesian Steam Coal in bulk, dated 31<sup>ST</sup> January,2015 Between

GUPTA COAL INDIA PVT LTD, a company incorporated under the laws of INDIA, having registered office at Gupta Towers, 4TH Floor, Temple Road, Civil Lines, Nagpur-01

And

**UDUPI POWER CORPORATION LIMITED**, a company incorporated under the law of INDIA, having its registered office at 2<sup>nd</sup> Floor, Le Parc Richmonde 51, Richmond Road Bengaluru – 560 025 Karnataka, India (Hereinafter reffered 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:

#### 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 tone in any calculation shall be rounded up to the nearest tone if such fraction is one half of a tone or more, and shall be rounded down when otherwise.
- c) "ASTM "means the American Society for Testing and Material and "ISO" means International Organization for Standardization.
- d) "Coal" means "Indonesian Steam Coal in bulk".
- e) "Dollars", " US Dollars", "USD", "US \$", Cents" where used shall refer to the currency of the United States of America
- f) "CIF" means cost, Insurance and Freight.

Page 2 of 8

- g) "Kcal" means Kilocalorie (s) as defined in the "International System of units".
- h) "Kg" means Kilogram (s) as defined in "International system of Units".
- i) "mm" means millimeter as defined in "International System of Units".
- j) "Port of Loading" means the port at which the coal is to be loaded in Indonesia.
- k) "Statement of Facts" means a document that is drawn up covering the time, the breakdown that occurred and deviation commencing from the time the vessel returned to the point of deviation and the voyage was resumed.
- I) "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 the reason for any stoppage of work and is used as a basis for the calculation of demurrage / dispatch.
- m) "Ton (s), "Tonne(s)", and "MT" means metric tonne of 1,000 Kgs as defined in "In "International System of Units".
- n) "Business day: means and day that is not a Saturday or Sunday and is not a legal holiday or a day on which banking institutions are authorized or obligated by law or regulation to cloase in either India, Singapore or Indonesia.

#### **Terms 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 the Seller on CIF basis (Incoterms 2010) & then and their amendments and as per below terms and conditions.

1. Commodity

: Indonesian Steam Coal in bulk.

Page 3 of 8

2. Quantity

: 2 shipments of 75,000 MT +/- 10% At Seller's Option.

3. Laycan dates

: 15<sup>th</sup>-25<sup>th</sup> Feb 2015

4. Port of Loading

: Indonesia

5. Loading Laycan

: Any Indonesian Port

6. Discharge Port

: New Mangalore Port, India

7. Specification

: Based on ASTM methods.

s. No.	Parameters	Unit	Typical	Rejection
a.	Total Moisture (ARB)	% by WT	16	>19
b.	Ash (ADB)	% by WT	6	>8
c.	Volatile Matter (ADB)	% by WT	35-45	
d.	Total Sulphur (ADB)	% by WT	0.7	>0.8
e.	GCV (ARB)	Kcal / Kg	5800	<5500
f.	Size	0-50 mm	90	
g.	HGI		47-65	44

- 8. Weight: The cargo weight will be based on Draft survey report of discharge port
- 9. Quality Analysis

:To be carried out at load port by Independent Inspection
And weight agency PT IOL/ Inspectorate (Singapore) / PT GEO
Services/ SGS/ Mitra SK appointed by SELLER which shall form
the basis for preparing the commercial invoice.

Sampling and analysis shall be made in accordance with the latest revision of the standard methods of analysis for coal in accordance with ASTM standards. Interlab tolerance as per Table -1 shall be applicable.

Page 4 of 8



Discharge port analysis and draft survey to be carried out by Dr. Amin Controllers Pvt Ltd.

Discharge Port report of inspection agency M/s. Dr. Amin Controllers Pvt Ltd shall be final and binding on Both Buyer and Seller. In case Discharge Port analysis varies from Load Port analysis beyond ASTM interlab tolerance range given below in Table -1 then its open to the parties to refer it for umpire analysis.

Table-1

	*	l
Parameters	Interlab Tolerance	Umpire Analysis Provision
GCV (ARB)	56 Kcal /Kg	If Discharge Port Results beyond Interlab Tolerence.
TM (ARB)	-	Only if Discharge Port results is beyond Rejection levels.
Ash (ADB)	0.5 %	If discharge Port results beyond Interlab Tolerence
Sulphur (ADB)	0.1 %	If Discharge Port results beyond Interlab Tolerance

Umpire Analysis: Buyer or Seller may ask for analysis of the Umpire Sample as per Umpire Analysis Provision stated above, 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 carrled out for disputed parameter/parameters (only) presence Buyer's/Seller's representative if available.

The result of such umpire analysis shall be treated as final and binding for the adjustment of payment. This should be settled within 21 days from the date of receipt of Umpire analysis.

10. Price

:US \$ 69.50 PMT CIF New Mangalore Port BASIS 5800 GCV (ARB) KCAL/ KG, TM (ARB) 16%, Ash (ADB) 6% & Sulphur (ADB) 0.7% with price adjustment as per below clause

Page 5 of 8

Court Resid

CIF New Mangalore Port on High Seas Sales basis (Inclusive of High Seas Sales Commission Charges). SBI TT selling rate to be used for conversion of USD to INR will be taken as on date of High Seas Sales agreement.

#### 11. Payment

: 100% payment through Usance LC for 180 days;
Usance interest @ 11 p.a. on Buyer's account, usance interest after deducting TDS to be paid on due date to seller over and above LC Amount. Initially part LC for USD 2 Million to be opened in format mutually acceptable to both the parties upon firm nomination of the vessel and balance payment within 3 days prior to vessel arrival at discharge port. 95% negotiation against load port documents & balance after discharge port analysis and draft survey is completed. Interest @ 11% p.a. shall be charged by the Seller from Buyer in case of delay in opening of LC by the above dates. LC to allow TI reimbursement. Documents issued prior to the date of LC opening will be allowed.

#### 12. Price Adjustment

:CIF Price adjustment for variation of following parameters shall be applicable as per below formulas. Such adjustment shall be based on load port analysis result for GCV (ARB),TM (ARB), Ash (ADB) and S (ADB). However, if variation between load port & discharge port analysis is beyond allowable tolerance as per ASTM standards (refer Table -1 of clause 8), then discharge port analysis report is final and CIF price adjustment shall be recomputed based on discharge port analysis. However Supplier can challenge it by referring the umpire sample kept in custody of discharge port agency, then CIF price adjustment shall be basis of relevant parameter(s) of umpire sample results.

## Gross Calorific Value (ARB)

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

Adjusted CIF Price = 69.50 USD x Actual GCV (ARB) Kcal/Kg

#### TM (ARB)

If actual TM content exceeds or falls from the typical value, then the CIF price will be

Page 6 of 8

deducted or added by US\$ 0.4 PMT for each 1% change of typical value and fraction prorate.

#### Ash (ADB)

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

#### Sulplur (ADB)

If actual Sulphur content exceeds or falls from the typical, then the CIF price will be deducted or added by US\$ 0.4 PMT for each 0.1% change of typical value and fraction prorate.

13. Discharge Rate : SHINC

Buyer to guarantee a discharge rate of 22,500 MT PWWD

14. Demurrage / dispatch

As per vessel nomination on buyer's account. Dispatch will be 50% of demurrage amount

15. NOR and T/T

Notice of Readiness to be tendered ATDNSHINC by telax, or fax or emails to the buyer and his nominated persons at discharge port basis WIBON, WIFPON, WIPON, WCON.

Turn time 12 Hrs, unless sooner discharge commenced, in which case actual time used to count.

In the event of any spillage of petroleum products/ chemicals to the sea occurs due to fault of master of the ship and if any liability/penalty imposed upon the buyer same shall be borne by the seller. However spillage or any other mistake occurs during discharging of coal for reasons attributed to buyer or its representatives the same shall be borne by the 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 on demurrage shall always be on demurrage.

In case of non — fulfillment of any of the obligations under this order directly and / or indirectly by the Buyer and Buyer's nominated Contractor, including delay in payment of custom

Page 7 of 8

Wales X



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.

16. Governing Law and Arbitration

:Arbitration: The agreement shall be governed by, construed and interpreted in accordance with laws in India. Disputes if any arising out of or in connection with the purchase order shall be settled in accordance with provisions of Arbitration & Conciliation Act 1996 of India and the venue of Arbitration shall be Bengaluru. The Arbitration shall be held in English language and the award of The Arbitration shall be final and binding on both the parties.

17. Jurisdiction

: The courts at Bangalore shall have the jurisdiction.

18. Force Majeure

: Standard Force Majeure clause will be applicable.

We shall appreciate your kind acceptance of above by counter signing this sheet.

Accepted By,

Saltar

Supta Coal India Pvt Ltd Authorized Signatory Buyer

Udupi Power Corporation Ltd, Authorized Signatory

Custom House Agent's Name, Address and Licence No.		Importer's Name & Madriess Factor of 55 645 CORPO ATION LID FICH ONDE 2ND FLOOR RICH OND ROAD	Bill of Lading No. & Date 019/TB-IND/2015 DT. 25.02.2015	ADDITIONAL DUTY Column 11	AMOUNT	Basic Basic Auxiliary Rv Rv	15	6842404.76	15480600.00 % 444860.00	36 222430.05	22910295.00	TWENTY 11 IN \$22910295.00	TOTAL	he Custom House Agent)	imported against Bill of Lading No. 019/TB-INMAN11525.02.15  are in accordance with the invoice No. 14-15/GGIP/05.1  dated 05.03.20.15  I/We declare that I/ We have not received any other document or	nitormation showing a different price, value, quantity or description of the said goods and that if any time hereafter IVWe receive any documents from the importer showing a different state of facts. IVWe will immediately make the same know to the Collector of Customs.  N.B.:- Where a declaration in this form is made by the Custom House Agent a declaration in this prescribed form shall be furnished by the importers of the goods covered by pignally Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing Editary and the factor of the goods covered by missing the goods cov
Custom House Approved the	is distinct)	Imporer's Name WANdress Strate COGPO ALION L'ID FICH ONDE 2ND FLOOR RI	Country of Consignment (if different) and code (if Lot of the code	ses		9+ column [1] Rs.	13	CVD 2%	CLEAN ENDROY CESSERS. 200/MT ED CESS	SE CESS E		TWO CRORES	HINETY FIVE	(Declaration to be signed by the Custom House Agent)	imported against Bill of Lading No. 019/TB-TRIMAN1 are in accordance with the invoice No. 14-15/GGT/05-1 dated 05.03.2015 and other documents present	of the said goods and that if any time hereafter I/We documents from the importer showing a different state of will immediately make the same know to the Collector of Customs.  N.B.:- Where a declaration in this form is made by the C Agent a declaration in this prescribed form shall be furn importers of the goods covered by piss Bill of Buttle importers of the goods covered by the Buttle importers of the goods covered by the Buttle in the form is made by the C Agent and the goods covered by the Buttle in the form in
		/s. UDUFI POWER NO. 51, LE PAKC BAHGALORE 560025		CET		Notification No. & Year	23		123	···		WORDS) RUPEE	TWO HUMDRED NIMETY		importect are in ac dated	of the said documents will immedial N.B.:- Wher Agent a dec importers of Dr. 09.1
		M/s. UDU NO. 51. BAHGALO	Country of Origin and Code	CUSTOMS DUTY	RATE AMOUNT	▼	11 01	BCD NIL				TOTAL AMOUNT OF DUTY (IN WORDS) RUPEES	TEN THOUSAUD 2	Assessable Value (in Rupees)	34212038.06 09 32340838340	No. and Date
		Importer Code 0707003727	Ħ.	Assessable (			6	342120238.06	-					Landing . Charges	ANDL ING CHANGES <b>15</b> 3387329.	Stamp for collection FREE No. and Date (1570ff) Whitst English No. 22. (Challes No. 20. 15 Account 10. 02. 1
Horn I	(See Regulation 3)	Custom House Agent Code AAAAMH703BB CHOO1	Port of Shipment Shipment TAIL JUIC BAEA			Exemption Notification No.	7 8		SELNO 207(I)  SAMENDED EX 64/2012	3 · · · · · · · · · · · · · · · · · · ·		Import Clerk	- Markings	Total Value (in Rupees)	HSS COMMISSION BREX 131005.20 3087-32708-99	
		رک	Line	1 C	he			IN EULK 39296, 39-315	7X-X4	रिकानिका				Miscellaneous' Charges	HSS COMMISSION BREE 131005.20	Debit P. D. A/c. No.
	CONSUMPTION	Import Dept. S. No. and Date	Rotation No. and Date 2105605	GOODS	DESCRIPTION	R.I.T.C. No. (Give details of each class separately)	9	COAL (ADB)	Centificate of Origin 110. estat/Coal/as/18-15/ Essen Provisionally	8 1 1	िर्( <u>क्रिक्टर</u> (१) - ड्याह्यसम्बद्धः सीमा ग्रुल्क Superintendent of Customs	नव सोमा शुल्क गृह, प्रणिद्धा New Custom House, Panambur - Manamilki-575011	Anortalic of coll	Loading/Local AgencyComnission	-	
	1	одш	Rotation N 210SE 03.03		DESC	R.I.' (Give details of c	·	INDONESIAN STEAM VOLNTILE MATTER GCV (ADB): 5856	AND CALLON OF COLUMN OF THE CO	5-3/063	Superinten	ं नव स्तीमा New Custon	मगल्य, भ	Exchange Rate	62.80	nd Value n issued.
TE	HOME	NOUS AND ASSESSED TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE	0.10 H	\ <u>.</u>	rt,					.1 -1		WORDS)		Currency Code	USD	Exemption No. 6
TRIPLICATE	Y FOR	Prior Edity Clamp	WENTER SOME WANTER CHILL	QUANTITY	Weight	Code Number etc.	4 5	77003000 KGS	. E. PERMITTEE	11 INP PF-1		PACKAGES (IN		Insurance	!	S. No. / O. G.L., No. Authority, Name
,	OF ENTRY FOR HOME	*	Vessel' Alvan Andrew	i c	M lsin	əS	3	·¥	TIME OF B	# SSECTION S		TOTAL NUMBER OF PACKAGES (IN WORDS)		Freight	90.	nd Date / Part and case of Letter of
	BILL O	S = Sea A = Air L = Land		PACKAGES		Mars & Numbers	2	IN BULK	MANUAL FI	VIDE F.NO.8-1/10/2011 IN		Gross Weight  003 ACTS  TOTA		Invoice Value (Foreign Currency) (FOB/C&F/C&I/CIF)	CIF USD 0.07002/kg ESD ##5391750	T. C. Licence or C. C. P. No. and Date / Part and S. No. / O.G.L. No. Exemption No. and Value ebited to Licence / C.C.P. (In case of Letter of Authority, Name of Person to whom issued. No. and Date).
		Port Code				escription						Gross 77 003		SI. (F)	Total Total	T.C. Licenceo ebited to Licer No. and Date)

# [TO BE PUBLISHED IN THE GAZETTE OF INDIA, PART-II, SECTION 3, SUB-SECTION (ii), EXTRAORDINARY]

# GOVERNMENT OF INDIA MINISTRY OF FINANCE DEPARTMENT OF REVENUE CENTRAL BOARD OF EXCISE AND CUSTOMS

#### **NOTIFICATION**

NO.28/2015-

CUSTOMS (N.T.)

Dated the 5<sup>th</sup> March, 2015 14 Phalguna, 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.25/2015-CUSTOMS (N.T.), dated the 19<sup>th</sup> February, 2015 *vide* number S.O.566 (E), dated the 19<sup>th</sup> February, 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 6<sup>th</sup> March, 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**

S.No.	Foreign Currency	Rate of exchange of currency equivalent to	
(1)	(2)	(3	
		(a)	(b)
		(For Imported	(For Export
		Goods)	Goods)
1.	Australian Dollar	49.45	48.05
2.	Bahrain Dinar	170,05	160.75
3.	Canadian	50.65	49.55
	Dollar		
4.	Danish Kroner	9.40	9.10
5.	EURO	69.90	68.15
6.	Hong Kong Dollar	8.10	7.95
7.	Kuwait Dinar	215.95	203.65
8.	New Zealand Dollar	47.75	46.35
9.	Norwegian Kroner	8.10	7.90

10. | Pound Sterling | 96.10 | 93.95

Contd...2/....

Singapore Dollar	46.00	45.05
South African Rand	5.45	5.15
Saudi Arabian Riyal	17.10	16.15
Swedish Kroner	7.55	7.40
Swiss Franc	65.25	63.70
UAE Dirham	17.45	16.50
US Dollar	62.80	61.80
	South African Rand Saudi Arabian Riyal Swedish Kroner Swiss Franc UAE Dirham	South African Rand Saudi Arabian Riyal Swedish Kroner T.55 Swiss Franc UAE Dirham T.45

## SCHEDULE-II

S.No.	Foreign Currency	Rate of exchange o	f 100 units of foreign
	*	currency equivalent to	o Indian rupees
(1)	(2)		(3)
		(a)	(b)
		(For Imported	(For Export Goods)
		(For Imported Goods)	(For Export Goods)
1.	Japanese Yen		(For Export Goods) 51.40

[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.

## MARINE CARGO OPEN POLICY -INLAND

TOTAL PREMIUM 6,92,308.00

PER MONTH (1/1 months) 6,92,308.00

(MARCH)

MARCH'15 recpts

MV MYNIKA 77003 6,92,308.00

77003 6,92,308.00



# MARINE CARGO OPEN POLICY-INLAND - Endorsement

1	Udipi Power Corporation Limited Le Pare Richmonde, 2nd Floor, No 51, Richmond Road,	Period of Insurance :	14/10/2014 to 13/10/2015
	Bangalore, Karnataka 560025		

Policy No.	2014-C0922720-MLO-E003
Endorsement effective date.	10/03/2015
Endorsement no.	003
Additional/Refund Premium	Rs. 616,152,00
Stamp Duty	
Service Tax	Rs. 76,158.00
Total	Rs. 692,310.00

Notwithstanding anything stated therein to the contrary, it is hereby declared and agreed that the following changes are made under the above mentioned policy-

The policy sum insured has been increased by Rs.5,000,000,00 0/-.

Inconsideration thereof, a sum of Rs.692308/- is collected from the insured.

All other terms, conditions and exclusions stands unaltered.

Place: Hyderabad Branch Office

Date: 17/03/2015

For Enture Generali India Insurance Co. Ltd.

**Authorised Signatory** 





## **Account Activity**

as of 12-03-2015 09:26:16 GMT +0530

Customer Name	Brand		
UDUPI POWER CORP LTD	COR	PORATE FINANCE BR-HYDERABAD	
Searched by	From Date	To Date	

Searched by		From Date	To Date	
Specify Period		10-03-2015	11-03-2015	
Account Number	Customer Id	Account Currency	Opening Balance	Closing Balance
30493060000078	13073757	INR	6,35,18,568.48	4,31,36,245.48

Transaction Date	Value Date	Cheque No.	Description	Debit	Credit	Balance
11-Mar-2015	11-Mar-2015	550009571993	UDUPI POWER	25,00,000.00		4,31,36,245.48
11 mai 2010	, , , , , , , , , , , , , , , , , , ,		CORPORATION			
			LTD-031100204662			1 50 00 045 40
11-Mar-2015	11-Mar-2015	550009571923	TO TR M.HINDAIAH	29,757.00		4,56,36,245.48
			01122200038666			4,56,66,002,48
11-Mar-2015	11-Mar-2015		TW 12 RTGS CHRGS	744.00		4,56,66,746.48
11-Mar-2015	11-Mar-2015	550009571909	TO TR CD SAFETY	5,35,053.00	}	4,00,00,740,40
			SECURITY			
			54961010003426 TO TR UDUPI POWER	4,80,00,000.00		4,62,01,799,48
11-Mar-2015	11-Mar-2015		CORPOR	4,80,00,000.00	1	1,02,01,101110
			02253060000011			
14.14 0045	44 14 0045		BY TR UPCL-TRUST A/C		5,00,00,000,00	. 9.42,01,799.48
11-Mar-2015	11-Mar-2015		30491010000843		0,00,00,00	-,, , .
11-Mar-2015	11-Mar-2015		BY TR UPCL-TRUST A/C		1,00,00,000,00	4,42,01,799.48
11-Mar-2015	- V a -2015		30491010000843			
11-Mar-2015	11-Mar-2015		TO TR UDUPI POWER	80,00,000.00		3,42,01,799.48
11-Wal-2010	11-14101-2010		CORPOR			
	_	.	02253060000011			
11-Mar-2015	11-Mar-2015	550009571891	To Clg C S	7,12,000.00		4,22,01,799.48
TT Mai Loto	11 11101 = 0.10		VAIDYANATHAN			
11-Mar-2015	11-Mar-2015	550009571894	To Clg C S	14,24,000.00		4,29,13,799.48
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		VAIDYANATHAN			1 (0 07 700 10
11-Mar-2015	11-Mar-2015	550009571962	To Clg HYATT TRAVELS	3,01,101.00	}	4,43,37,799.48
			PVT :			4 46 20 000 40
11-Mar-2015	11-Mar-2015	550009571958	To Clg MOBILE	25,000.00		4,46,38,900.48 4,46,63,900.48
11-Mar-2015	11-Mar-2015	550009571943	To Clg EMPLOYEES	15,61,784.00		4,40,03,800.40
			PROVIDE	44,127.00		4,62,25,684.48
11-Mar-2015	11-Mar-2015	550009571922	To Clg YASMIN ASLAM H	9,00,000.00		4,62,69,811.48
11-Mar-2015	11-Mar-2015	550009571917	To Cig K SHASHI KIRAN SHE	9,00,000.00		4,02,00,017110
	11.11.0015	FF0000F74046	To Clg SHETTY AND	6,43,500.00		4,71,69,811.48
11-Mar-2015	11-Mar-2015	550009571916	HEG	0,10,000.00	-	.,,.
44.14 0045	11-Mar-2015	550009571804	To Clg KREBS ENGINEER	6,14,706.00		4,78,13,311.48
11-Mar-2015 10-Mar-2015	10-Mar-2015	550009571932	LANCO POWER	76,77,000.00		4,84,28,017.48
10-Mar-2015	10-Wai-2010	000000011002	LTD-SYNBR920150310002			
			00972			
10-Mar-2015	10-Mar-2015	550009571908	INDIAN OIL	16,63,406.00		5,61,05,017.48
10-11121-2010	10 14101 2010		CORPORATION			
	Silings.		LTD-5031000200130			5 77 00 400 40
10-Mar-2015	10-Mar-2015	550009571911	FUTURE GENERALI	6,92,308.00	è	5,77,68,423.48
			INDIA			
	- 3388		INSURANCE-00200025	7.040.00		5,84,60,731.48
10-Mar-2015	10-Mar-2015	550009571955	To Cig M CHANDRA	7,646.00		5,84,68,377.48
10-Mar-2015	10-Mar-2015	550009571920	To Clg IDBI BA	6,04,860.00 674.00		5,90,73,237.48
10-Mar-2015	10-Mar-2015	550009571915	To Clg RCIL	36,19,587.00		5,90,73,911.48
10-Mar-2015	10-Mar-2015	550009571906	To Clg OPERATIONAL	30, 19,567.00		0,00,70,011110
		550000574007	ENERGY To Clg SUDHIR V	7,165,00		6,26,93,498.48
10-Mar-2015	10-Mar-2015	550009571887	HULYALK	7,105.00		0,20,00,00
10.14 00.45	10 11 - 0015	550009571882	To Clg PREMIER SECURI	79,771.00		6,27,00,663,48
10-Mar-2015	10-Mar-2015	550009571821	To Clg VNS TRANSPORT	4,98,134.00		6,27,80,434.48
10-Mar-2015	10-Mar-2015 10-Mar-2015	550009571890	To Clg C S	80,000.00		6,32,78,568.48
10-Mar-2015	10-Mar-2015	000000011000	VAIDYANATHANCLERKA	25,000,00		
10-Mar-2015	10-Mar-2015	550009571893	To Clg C S	1,60,000.00		6,33,58,568.48
10-18181-2010	10-191a1-2010	00000071000	VAIDYANATHANCLERKA	.,,		

Details of LC charges on consignments received in February 2015

1 Bank of India Punjab National Bank 2 Bank of India			LC NO.	Supplier			a dissimum	
1 Punjab Nation 2 Bank of India	Т		7,000 00 00 10 000 1000 17000		200		LC COILINISSION	Kemarks
Punjab Nation 2 Bank of India		MV.Tuerkis		PT Trubaindo Coal Mining	\$ 4,618,713.00	13.00	558,418	
2 Bank of India	idi Dalik		0305FLC00008/15Dt: 06.03.2015	8 IIIIII BOO CORII III B	\$ 2,626,327.00	127.00	214 483	LC Commission figures collected
		MV.Mynika	5625ILCDA150023 Dt: 05.03.2015	Gupta Coal India Pvt Ltd	₹ 336 033 777 00	00 777	5 953 561	g directly from Banks
3 No LC Opened		MV Far Eactorn Marcun		:	inn/one		100/200/0	
		יניי י מו במזכנוו ואיכו כמו א		Supta Coal India Pvt Ltd	₹ 332,932,703.00	703.00	3 743 332	Approxiamate LC Commission
4 No LC Opened		MV Kvzikos					200/01/1/0	arrived based on IDBI Rates, Since
		NYZINOS		Adani Power Maharashtra Limited	₹ 358,843,140.00	140.00	4,034,461	LC is not opened
							14 Ans 255	