

	<b>VESSEL :</b> <b>SUPPLIER :</b> <b>LOCATION :</b> <b>DATE OF RECEIPT :</b> <b>QUANTITY IN MT :</b> <b>GCV :</b> <b>CIF VALUE (USD) :</b>	<b>MV CONTI SELENTI</b> <b>M/s.ADANI GLOBAL PTE LTD</b> <b>Indonesia</b> <b>01.04.2015</b> <b>71119 Metric Tonnes</b> <b>5315KCAL/KG</b> <b>\$44,60,583.68</b>
	<b>PARTICULARS</b>	<b>AMOUNT</b>
1	CIF Value of Coal (USD @ 63.00)	28,10,16,772
2	Customs Duty (Incl. Clean Energy Cess)	2,04,97,349
3	Stevedoring & Other Expenses	15,11,884
4	Survey, coal sampling & Analysis	47,946
5	Wharfage(Royalty) Charges	15,18,277
6	Transportation by Rail & Marshaling Yard Charges	2,38,71,990
7	LC Establishment Charges	2,04,816
8	Nmpt Lease Rent	1,61,264
9	Nmpt Dredging Cost	3,22,528
10	INSURANCE	4,44,112
		<b>32,95,96,938</b>



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

DATE:27.03.2015

COMMERCIAL INVOICE

INVOICE NO : 2314007053  
NAME OF THE CARRYING VESSEL : MV. CONTI SELENIT  
PORT OF LOADING : TANJUNG BARA COAL TERMINAL, EAST KALIMANTAN, INDONESIA  
PORT OF DISCHARGE : NEW MANGALORE PORT, INDIA  
PAYMENT TERM : SIGHT  
BILL OF LADING NO. & DATE : 035/TB-IND/2015 DATED 16.03.2015  
CONTRACT NO : AGPTE/UPGL/2014-15/MAR/01 DATED 04.03.2015

DESCRIPTION	QUANTITY MT	UNIT PRICE USD PER MT	AMOUNT USD
INDONESIAN STEAM COAL IN BULK	71,119.000		
FOB PRICE		63.72	
OCEAN FREIGHT & INSURANCE		9.00	
CIF PRICE		62.72	4,460,583.68

INCOTERM : CIF NEW MANGALORE PORT,INDIA  
HS CODE : 27011920

TOTAL AMOUNT

4,460,583.68

( US DOLLAR FOUR MILLION FOUR HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-THREE AND CENTS SIXTY-EIGHT ONLY )

Adani Global Pte Ltd  
80, Raffles Place, #33-20  
UOB Plaza II, Level 33  
Singapore 048 624

Tel +65 6225 2070  
Fax +65 6225 2537  
Info@adani.com  
www.adani.com

Adani Global Pte Ltd

Authorized Signatory

INVOICE NO : 2314007053  
 NAME OF THE CARRYING VESSEL : MV. CONTI SELENIT  
 PORT OF LOADING : TANJUNG BARA COAL TERMINAL, EAST KALIMANTAN, INDONESIA  
 PORT OF DISCHARGE : NEW MANGALORE PORT, INDIA  
 PAYMENT TERM : SIGHT  
 BILL OF LADING NO. & DATE : 035/TB-IND/2015 DATED 16.03.2015  
 CONTRACT NO : AGPTE/UPCL/2014-15/MAR/01 DATED 04.03.2015

TYPICAL SPECIFICATION : AS PER ASTM STANDARD

SPECIFICATION PARAMETER	TYPICAL	REJECTION	AS PER LOAD PORT
TOTAL MOISTURE (ARB)	23 PCT	ABOVE 26 PCT	21.18 PCT
ASH CONTENT (ADB)	6 PCT	ABOVE 8 PCT	6.18 PCT
VOLATILE MATTER (ADB)	35 TO 45 PCT		37.46 PCT
FIXED CARBON (ADB)	BY DIFFERENCE		BY DIFFERENCE
TOTAL SULPHUR (ADB)	0.6 PCT	ABOVE 0.80 PCT	0.54 PCT
GROSS CALORIFIC VALUE (ARB)	5300 KCAL/KG	BELOW 5000 KCAL/KG	5315 KCAL/KG
NOMINAL SIZE	0 TO 50 MM		97.70 PCT
HGI (INDEX POINTS)	42-65		45

WE CERTIFY THAT GOODS SHIPPED ARE OF INDONESIA ORIGIN.

Adani Global Pte Ltd  
 80, Raffles Place, #33-20  
 UOB Plaza II, Level 33  
 Singapore 048 624

Tel +65 6225 2070  
 Fax +65 6225 2537  
 info@adani.com  
 www.adani.com

Adani Global Pte Ltd

Authorized Signatory

CODE NAME: "CONGENBIL" EDITION 1994

Shipper:  
PT KALTIM PRIMA COAL  
BAKRIE TOWER, 15<sup>TH</sup> FLOOR,  
COMPLEX RASUNA EPICENTRUM,  
JL. H.R. RASUNA SAID,  
JAKARTA 12960,  
INDONESIA

# BILL OF LADING

TO BE USED WITH CHARTER PARTIES

B/L No. 0357TB-IND/2015

Reference No.

HS CODE: 27011920

Contents

TO ORDER

## FIRST ORIGINAL

Notify address:  
UDUPI POWER CORPORATION LIMITED  
NO. 61, EE-PARC RICHMOND, 2ND FLOOR,  
RICHMOND ROAD, BANGALORE - 560025, INDIA

Vessel: MV CONTI SELENIT Port of loading: TANJUNG BARA COAL TERMINAL, EAST KALIMANTAN, INDONESIA

Port of discharge: NEW MANGALORE PORT, INDIA AND OR DAHEJ PORT, INDIA AND OR HALDIA PORT, INDIA AND OR GANGAVARAM PORT, INDIA OR MUNDRA PORT, INDIA

Shipper's description of goods: Indonesian Steam Coal in Bulk Gross weight: 71,119 MT

CLEAN ON BOARD  
FREIGHT PAYABLE AS PER CHARTER PARTY

(of which on deck at shipper's risk - the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER PARTY dated 05 March 2015

**SHIPPED** at the Port of loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or on any thereof as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown.  
IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of his tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Time used for loading: days hours

Freight payable at	Place and date of Issue: TANJUNG BARA, MARCH 18, 2015
Number of original B/L:  3 (THREE)	Signature: For and on behalf of the Master Capt. ADAM PRZYBYSLAWSKI of MV CONTI SELENIT As Agents



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



Pulogading 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@mltrask.co.id

**CERTNO MSKAT/COAL/HQ/14-15/12-877**

**DATE: 26/03/2015**

## CERTIFICATE OF SAMPLING AND ANALYSIS


Description of Goods: Indonesian Steam Coal in Bulk  
Packing: In Bulk  
Quantity: 71,119,000 MT  
Vessel: MV CONTI SELENI  
Port of Loading: Tanjung Bata Coal Terminal, East Kalimantan, Indonesia  
Boarding Date: 15/03/2015 TO 16/03/2015

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 ISO Standard methods.

The following results were obtained:

Test	Results
Total Moisture	(ARB) 21.18 Pct
Inherent Moisture	(ADB) 14.81 Pct
Ash	(ADB) 6.18 Pct
Ash	(ARB) 5.72 Pct
Volatiles Matter	(ADB) 37.46 Pct
Fixed Carbon	(ADB) 41.55 Pct
Gross Calorific Value	(ADB) 5745 Kcal/Kg
Gross Calorific Value	(ARB) 5315 Kcal/Kg
Sulphur	(ADB) 0.54 Pct
Sulphur	(ARB) 0.50 Pct
HCl	0.25
Size (0-50MM)	92.70 Pct
Ash Fusion Temperature (DT)	1150 Deg C

For and on behalf of

  
PT. Mitra S.K. Analisa Testama

PT. Mitra S.K. Analisa Testama

  
Authorized Signatory



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



Pulogading 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.id

CERTNO.MSKAT/COAL/HO/14-15/12-878

DATE: 26/03/2015

## CERTIFICATE OF ORIGIN

Description of Goods	Indonesian Steam Coal in Bulk
Packing	In Bulk
Quantity	71.119.000 MT
Vessel	MV CONI SELENI
Port of Loading	Tanjung Bara Coal Terminal, East Kalimantan, Indonesia
Loading Date	15/03/2015 TO 16/03/2015

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



PT Mitra S.K. Analisa Testama

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

Authorized Signatory



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



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

T : +62 21 45801210  
F : +62 21 45800716  
E : indonesia@mitrask.co.id

**CERENG.MSKAT/COAL/HO/14-15/12-879**

**DATE: 26/03/2015**

## CERTIFICATE OF WEIGHT

Description of Goods: Indonesian Steam Coal in Bulk  
Packing: In Bulk  
Quantity: 71.119.000 MT  
Vessel: MV. CONTI SELENI  
Port of Loading: Tanjung Bara Coal Terminal, East Kalimantan, Indonesia  
Loading Date: 15/03/2015 TO 16/03/2015

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:

**Seventy One Thousand One Hundred Nineteen Metric Tons Only**

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

For and on behalf of



PT Mitra S.K. Analisa Testama

Authorized Signatory



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



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.id

## DRAFT SURVEY REPORT

CERTNO/MSKAT/COAL/HO/14-15/12-880

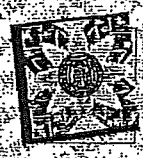
DATE: 26/03/2015

Description of Goods: Indonesian Steam Coal In Bulk  
 Weight: 71,119 000 MT  
 Vessel: MV CONTI SELENI  
 Port of Loading: Tanjung Bera Coal Terminal, East Kalimantan, Indonesia  
 Loading Date: March 15th, 2015 TO March 16th, 2015

Date/Time	INITIAL			FINAL		
	March 15th, 2015 at 11:00 hrs			March 16th, 2015 at 16:45 hrs		
Draft Reading	Port	Star	Mean	Port	Star	Mean
Forward	3.000	3.000	3.000	3.020	3.020	3.020
Stem Correction			0.002			0.002
Corrected			2.998			3.022
Aft	7.100	7.100	7.100	7.130	7.130	7.130
Stem Correction			0.049			0.004
Corrected			7.249			7.134
Mean Forward & Aft			5.095			5.065
Midship	11.520	11.500	11.510	11.520	11.500	11.510
Midship Correction			0.025			0.005
Corrected			11.535			11.515
Mean of Means			7.275			7.195
Quarter Mean			5.185			5.035
Correspondence Displacement			29,634 MT			29,627 MT
Trim by Head / Stern	4.311			0.113		
Trim Correction			803 MT			8 MT
Displacement Corrected for Trim			28,831 MT			29,619 MT
Observed Density	1.020			1.020		
Density Correction			141 MT			426 MT
Displacement corrected for Density			28,690 MT			29,193 MT
Total Consumable Stores and Ballast			14,546 MT			14,001 MT
Net Displacement			14,034 MT			14,192 MT
<b>TOTAL CARGO LOADED</b>			<b>71,119 MT</b>			<b>71,119 MT</b>

For and on behalf of  
 P.T. Mitra S.K. Analisa Testama  
  
 Authorized Signatory

P.T. Mitra S.K. Analisa Testama





**MARINE INSURANCE CERTIFICATE**

**RELIANCE**

General Insurance

**RELIANCE GENERAL INSURANCE COMPANY LIMITED**

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

Code No and Full Address of the Issuing Office  
 Corporate Group - North (1301)  
 Reliance General Insurance Company Limited  
 10-15, 14th Floor, Vjaya Building  
 17, Barakhamba Road, Connaught Place,  
 New Delhi - 110001.  
 E-Mail:

Certificate No **261**

Effective Date of Insurance **9-Mar-15**

Certificate Issue Date **27-Mar-15**

Insured:  
**Adani Global Pte Ltd, Singapore.**  
 80, Raffles Place,  
 33-20, UOB Plaza 2 Level,  
 Level 33,  
 SINGAPORE - 048624.

Open Cover No : **1301342425000010**  
Policy Period **29-Sep-2014 To 28-Sep-2015**

Sum Insured US\$ **USD 4,906,642.05**

CONSIGNEE TO ORDER

Voyage From : **TANJUNG BARA COAL TERMINAL, EAST KALIMANTAN, INDONESIA**

Basis of Valuation: **C.I.F + 10 %**

Voyage To : **NEW MANGALORE PORT, INDIA AND THENCE TO ANY INTERIOR PLACE IN INDIA**

B/L No: **035/TB-IND/2015**

Vessel Details **MV. CONTI SELENIT**

B/L Date **16-Mar-15**

Year of Built **2010**

Mode of Shipment: **SEA / LAND (INCLUDING BARGES AND STORAGE AT PORT OF DISCHARGE UNDER BOND OR OTHERWISE)**

DESCRIPTION OF GOODS:  
**INDONESIAN STEAM COAL IN BULK**

Quantity **71,119 MT**

**\*\* Consolidated Stamp duty Paid vide GRAS GRN No. MH001673304201415E dated 08-July-2014\*\* \*\* Not Applicable for the State of Jammu & Kashmir.**

TERMS OF INSURANCE :  
 MARINE INSURANCE CERTIFICATE FOR 110 PERCENT OF CIF VALUE OF CARGO INCLUDING INSTITUTE CARGO CLAUSE (A) COVERING ALL RISKS WITH DELETION OF EXCLUSION CLAUSE 4.4; INCLUDING LOADING / UNLOADING; WAR & SRCC RISKS. INSTITUTE CARGO CLAUSE (A) 2009 FROM LOAD PORT TO DISCHARGE PORT. THIS INSURANCE SHALL BE IN ACCORDANCE WITH THE SPECIFIC TERMS & CONDITIONS PROVIDED IN THE MARINE CARGO OPEN COVER WITH CLAIMS PAYABLE IN INDIA IN THE CURRENCY OF CERTIFICATE OF INSURANCE ISSUED

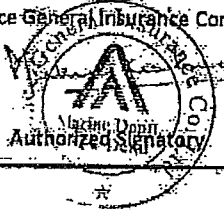
OTHER POINTS :  
 Claim Survey & Settling Agent : As per Agreed Panel of Surveyors

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.

Premium Amount  
**USD 1,532.71**


For, Reliance General Insurance Company Ltd.

Place: **New Delhi**



35580631127

Original

<p>1. Goods consigned from (Exporter's business name, address, country)                  PT KALTIM PRIMA COAL                  BAKRIE TOWER, 15TH FLOOR,                  COMPLEX RASUNA EPICENTRUM,                  JL. H.R. RASUNA SAID,                  JAKARTA 12960, INDONESIA</p>		<p>Reference No. 0000932/SMD/2015                  ASEAN-INDIA FREE TRADE AREA                  PREFERENTIAL TARIFF                  CERTIFICATE OF ORIGIN                  (Combined Declaration and Certificate)</p> <p><b>FORM AI</b>                  Issued in <u>INDONESIA</u>                  (Country)                  See Notes Overleaf</p>			
<p>2. Goods consigned to (Consignee's name, address, country)                  UDUPI POWER CORPORATION LIMITED,                  NO. 51, LE-PARC RICHMONDE, 2ND FLOOR,                  RICHMOND ROAD, BANGALORE - 560026, INDIA</p>					
<p>3. Means of transport and route (as far as known)</p> <p>Departure Date MARCH 16, 2015</p> <p>Vessel's name/Aircraft etc. MV CONTI SELENIT</p> <p>Port of Discharge NEW MANGALORE PORT, INDIA</p>		<p>4. For Official Use</p> <p><input type="checkbox"/> Preferential Tariff Treatment Given Under                  ASEAN-India Free Trade Area Preferential Tariff</p> <p><input type="checkbox"/> Preferential Tariff Treatment Not Given (Please                  state reason/s)</p> <p>Signature of Authorised Signatory of the Importing                  Country</p>			
5. Item number	6. Marks and numbers on Packages	7. Number and type of packages, description of goods (Include quality where appropriate and HS number of the importing country)	8. Origin criterion (see Notes overleaf)	9. Gross weight or other quantity and value (FOB)	10. Number and date of invoices
1	IN BULK	1VY INDONESIA STEAM COAL IN BULK HS: 27011920  ADANI GLOBAL PTE LTD 80, RAFFLES PLACE, #33-20 UOB PLAZA II, 048624 SINGAPORE	WO	71,119 TNE (SEVENTY-ONE THOUSAND ONE HUNDRED AND NINETEEN) USD 3,704,588.71	S-7865 MARCH 16, 2015  2314007053 MARCH 16, 2015
<p>11. Declaration by the exporter                  The undersigned hereby declares that the above details and statement are correct; that all the goods were produced in</p> <p>INDONESIA                  (Country)</p> <p>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</p> <p>INDIA                  (Importing Country)</p> <p>SAMARINDA, MARCH 19, 2015                  Place and date, signature of authorised signatory</p>			<p>12. Certification                  It is hereby certified, on the basis of control carried out, that the declaration by the exporter is correct.</p> <p>ISSUED RETROACTIVELY, DATE OF SHIPMENT: MARCH 16, 2015</p> <p>PROVINCIAL OFFICE IN SAMARINDA</p>  <p>M YUSUF PEBRYANDI                  SAMARINDA, MARCH 19, 2015                  Place and date, signature and stamp of certifying authority</p>		
<p>13. Where appropriate please tick:</p> <p><input checked="" type="checkbox"/> Third Country Invoicing      <input type="checkbox"/> Exhibition      <input type="checkbox"/> Back-to-Back CO      <input type="checkbox"/> Cumulation</p>					

**CONTRACT**  
FOR  
SUPPLY & PURCHASE  
OF  
INDONESIAN STEAM COAL IN BULK  
BETWEEN

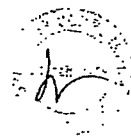
**SELLER**

ADANI GLOBAL PTE LTD  
80, RAFFLES PLACE,  
#33-20, UOB PLAZA II,  
SINGAPORE - 048624  
AND

**BUYER**

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

**CONTRACT REFERENCE**  
AGPTE/UPCL/2014-15/Mar/01  
Date: 04.03.2014



*Grant*

**Contract for sale and purchase of Indonesian Steam Coal Dated 4<sup>th</sup> Mar 15.**

Between

**ADANI GLOBAL PTE LTD.**, a company incorporated under the laws of Singapore, having its registered office address at 80, RAFFLES PLACE, #33-20, UOB PLAZA II, SINGAPORE - 048624 (hereinafter referred to as "SELLER")

AND

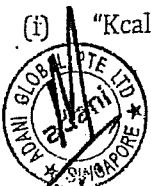
**UDUPI POWER CORPORATION LIMITED**, a company incorporated under the law of India, having its registered office address at 2nd Floor, Le Parc Richmond 51, Richmond Road, Bengaluru - 560025 Karnataka, India (hereinafter referred to as "BUYER")

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 'BL' 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"



*Handwritten signature*

- (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 ships 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/despatch.
- (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 basis (Incoterms 2010).

## 3. COMMODITY, CONTRACTED QUANTITY, SHIPMENT SCHEDULE

### 3.1. Commodity:

Indonesian Steam Coal in Bulk



*Handwritten signature*

**3.2. Quantity:**

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

**3.3 Origin:**  
Indonesia

**3.4 Shipment:**  
Shipment in March 2014

**3.5 Port Of discharge:**  
New Mangalore Port, India

**4 Typical Specification:**

As per ISO standard specified below:

	<u>TYPICAL</u>
TOTAL MOISTURE (ARB)	: 23 PCT
ASH CONTENT (ADB)	: 6 PCT
VOLATILE MATTER (ADB)	: 35 TO 45 PCT
FIXED CARBON (ADB)	: BY DIFFERENCE
TOTAL SULPHUR (ADB)	: 0.6 PCT
GROSS CALORIFIC VALUE (ARB)	: 5300 KCAL/KG
NOMINAL SIZE	: 0 TO 50 MM
HGI (INDEX POINTS)	: 42-55

	<u>REJECTION</u>
TOTAL MOISTURE (ARB)	: ABOVE 26 PCT
ASH	: ABOVE 8 PCT
TOTAL SULPHUR (ADB)	: ABOVE 0.80 PCT
GROSS CALORIFIC VALUE (ARB)	: BELOW 5000 KCAL/KG

**5. Price:** CIF Price will be sum of FOB Price, Ocean Freight and Insurance with Price adjustment as per clause no 6 as below

FOB Price: FOB Price Shall be HPB Price based on HBA published for the month of bill of lading on PMT FOB mother vessel, Indonesia.

Ocean Freight and Insurance: USD 9 PMT

**6. Price Adjustment FOB Price of Coal:**

Where HPB is calculated as below:

HPB shall be the price calculated using the formula given below by the ministry of energy and mineral resources of Indonesia for monthly HBA for the month of B/L and



Craw

the actual coal quality

If the HBA for the month of B/L is not available than buyer shall pay in full a provisional invoice calculated by using latest available HBA Indices. Such provisional HPB is to be calculated using the latest available HBA Indices, with any balance discrepancy between the provisional invoice and the final invoice being dealt with once the HBA for the month of B/L is available.

$$\text{HPB} = (\text{HBA} * \text{K} * \text{A}) - (\text{B} + \text{U})$$

WHERE:

$$\text{K} = \text{Actual GAR} / 6322$$

$$\text{A} = (100 - \text{Actual Total Moisture (ARB)}) / (100 - 8)$$

$$\text{B} = (\text{Actual Sulphur (ARB)} - 0.8) * 4$$

$$\text{U} = (\text{Actual Ash (ARB)} - 15) * 0.4$$

## 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.



*Crut*

### UMPIRE 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-1

Parameter	Interlab Tolerance	Umpire Analysis Provision
GCV (ARB)	72 Kcal/kg	If Discharge Port results beyond Interlab Tolerance.
TM (ARB)	-	Only if Discharge Port results is beyond Rejection levels.
Ash (ADB)	0.3%	If Discharge Port results beyond Interlab Tolerance
Sulphur (ADB)	0.1%	If Discharge Port results beyond Interlab Tolerance

### 8 Payment Terms:

By irrevocable, confirmable, At sight letter of credit in a format agreeable to the Seller, opened by a first class bank and payable at the counters of bank nominated by the Seller.

L/C amounting to 2 Million USD to be established by the Buyer by latest 5 (five) days prior to vessel arrival at Load Port. This LC will be enhanced and made fully workable covering entire tonnage atleast 2 days prior Vessel arrival discharge port. Vessel will not commence loading at load port or discharging at discharge port



*Count*



unless these above mentioned LC conditions are met and Buyer will be responsible for all costs associated on account of not complying with these Payment Terms.

**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 ATDNSHINC by telex, or fax or email to the Buyer and his nominated persons at discharge port basis WIBON, WIFPON, WIPON, WCCON.

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 B 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.

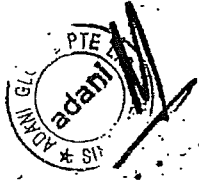
**12. Taxes, Duties, etc.**

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.



*Crut*

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.

**14 Notices.**

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 GLOBAL PTE LTD  
80, RAFFLES PLACE,  
#33-20, UOB PLAZA II,  
SINGAPORE - 048624**

**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.



*Crow*

**18 Assignment:**

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

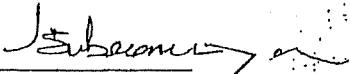
**19 Jurisdiction.**

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**


  
(Authorised Signatory)

*Chait*

**Seller**

**ADANI GLOBAL PTE LTD**

  
(Authorised Signatory)



DECLARATION OF CONSUMPTION

MS. SUJEE POWER CORPORATION  
 NO. 51, LE PARE SQUARES, 1ST FLOOR  
 RICHARD ROAD, BANGALORE 560015, KARNATAKA

0737593727  
 01-04-2015  
 2107201 26.03.2015  
 2107201 26.03.2015

PACKAGES	QUANTITY	WEIGHT	DESCRIPTION	EXEMPTION No. & Year	Assessable Value under Customs Act 1962	CUSTOMSITY	Value for purposes of Section 1	Value for purposes of Section 2	Value for purposes of Section 3	Value for purposes of Section 4	Value for purposes of Section 5
01 IN BULK	71119000	KGS	INDONESIA STEAM COAL VOLATILE MATTER (ADB): 37.48% GCB(ARB): 5315 KCAL/KG	046/2011 S.No. 207(K) AMENDED BY 6-4/2012 DT. 11.12.12	283826939.56	NIL	283826939.56	283826939.56	283826939.56	283826939.56	283826939.56

MANUAL FILLING OF S.E. PERMITTED BY THE COMMISSIONER OF CUSTOMS DATE 27-NOV-14-1/10/2011 IMP PP-1 DTD 02.06.2011

TOTAL NUMBER OF PACKAGES (IN WORDS) IN BULK SEVEN THOUSAND THREE HUNDRED NINETY

Sl. No.	Invoice Value (Foreign Currency)	Exchange Rate	Insurance	Freight	Customs Duty	Loss/Local Agency Commission	Miscellaneous Charges	Total Value (in Rupees)	Landing Charges	Assessable Value (in Rupees)
1	USD 281016771.84	53.00	---	---	---	---	---	281016771.84	2810167.72	283826939.56

DECLARATION TO BE SIGNED BY THE EXPORTER/IMPORTER  
 I/We declare that the above information is true and correct to the best of my/our knowledge and belief and that I/we have not received any information showing a different value for the goods and that I/we have not received any documents from the importer showing a different value for the goods. All merchandise imported under this bill of lading is for the use of the importer and is not to be re-exported without the prior written consent of the Customs authorities.

27.03.2015  
 2314007053

[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.32/2015-CUSTOMS (N.T.)

Dated the 19<sup>th</sup> March, 2015  
28 Phalgun, 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.28/2015-CUSTOMS (N.T.), dated the 5<sup>th</sup> March, 2015 *vide* number S.O.566 (E), dated the 5<sup>th</sup> March, 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 20<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 one unit of foreign currency equivalent to Indian rupees	
		(1)	(2)
(1)	(2)	(3)	
		(a)	(b)
		(For Imported Goods)	(For Export Goods)
1.	Australian Dollar	49.00	47.75
2.	Bahrain Dinar	170.55	161.25
3.	Canadian Dollar	50.20	49.00
4.	Danish Kroner	9.15	8.90
5.	EURO	68.20	66.50
6.	Hong Kong Dollar	8.15	8.00
7.	Kuwait Dinar	215.05	203.05
8.	New Zealand Dollar	47.25	46.05
9.	Norwegian Kroner	7.65	7.45
10.	Pound Sterling	94.20	92.10

Contd...2/....

11.	Singapore Dollar	45.85	44.75
12.	South African Rand	5.30	5.05
13.	Saudi Arabian Riyal	17.15	16.20
14.	Swedish Kroner	7.30	7.10
15.	Swiss Franc	63.80	62.30
16.	UAE Dirham	17.50	16.55
17.	US Dollar	63.00	62.00

SCHEDULE-II

S.No.	Foreign Currency	Rate of exchange of 100 units of foreign currency equivalent to Indian rupees	
		(a)	(b)
(1)	(2)	(3)	
		(For Imported Goods)	(For Export Goods)
1.	Japanese Yen	52.55	51.35
2.	Kenya Shilling	69.95	66.00

[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.

## MV CONTI SELENIT

Adani/ NDO/April'15

71119

B/L Qty

SL No.	Rake no	DATE	RR NO	Name of the coal	no'of wagons	Railway freight	Port dues
1	3165	02.04.2015	212002858	mv Conti selenit	59	1122503	17169
2	3166	02.04.2015	212002859	mv Conti selenit	59	1123972	17191
3	3167	02.04.2015	212002860	mv Conti selenit	59	1122503	17169
4	3168	02.04.2015	212002861	mv Conti selenit	59	1123972	17191
5	3169	02.04.2015	212002862	mv Conti selenit	59	1122503	17169
6	3170	03.04.2015	212002863	mv Conti selenit	59	1123972	17191
7	3171	03.04.2015	212002864	mv Conti selenit	59	1122503	17169
8	3172	03.04.2015	212002865	mv Conti selenit	59	1123972	17191
9	3173	03.04.2015	212002866	mv Conti selenit	58	1103402	16876
10	3174	03.04.2015	212002867	mv Conti selenit	59	1123972	17191
11	3175	04.04.2015	212002868	mv Conti selenit	58	1103402	16876
12	3176	04.04.2015	212002869	mv Conti selenit	59	1123972	17191
13	3180	04.04.2015	212002873	mv Conti selenit	59	1123972	17191
14	3181	05.04.2015	212002874	mv Conti selenit	59	1122503	17169
15	3182	05.04.2015	212002875	mv Conti selenit	59	1123972	17191
16	3215	11.04.2015	212002908	mv Conti selenit	59	1122503	17169
17	3216	12.04.2015	212002909	MV CONTI SELENIT	59	1123972	17191
18	3217	12.04.2015	212002910	MV CONTI SELENIT	59	1122503	17169
19	3218	12.04.2015	212002911	MV CONTI SELENIT	59	1123972	17191
20	3219	12.04.2015	212002912	MV CONTI SELENIT	59	1122503	17169
21	3222	13.04.2015	212002915	mv Conti selenit	52	990202	15146
22	3223	13.04.2015	212002916	mv Conti selenit	5	95619	1461
						<b>23512369</b>	<b>359621</b>

ils of LC charges on consignments received in April 2015

no	Supplier	Vessel	Bank	LC No.	LC / Invoice Value	LC commission	Remarks
	Adani Global Pte Ltd	MV Spar Neptune	LC not opened		\$ 4,303,689.39	200,618.00	LC is pending against these vessels. Approximate Figures arrived based on rates charged by banks
	Adani Global Pte Ltd	MV MBA Giovanni			\$ 5,422,659.27	230,556.00	
	Adani Global Pte Ltd	MV Conti Selenit			\$ 4,460,583.68	204,816.00	
	Adani Power Maharashtra Ltd	MV Celerina			₹ 313,311,912.00	3,466,661.00	
	Adani Global Pte Ltd	MV Prabhu Mohini	IDBI Bank Limited	FLC No.140377FLCS00012 Dt: 20.03.2015	\$ 2,011,020.00	240,095.00	
					\$ 2,757,120.27	285,718.00	

*(Handwritten signature)*



**Indian Overseas Bank**

FLC fvg Adani Global PTE ltd - MV Conti Selenit

Particulars	Amount in USD	Conv Rate	in INR
FLC	4,460,583.68	63.50	283,247,064.00
	<b>4,460,583.68</b>		<b>283,247,064.00</b>
Commission charged by bank			
Upto 5 Crores @ 0.30%	50,000,000	0.300%	150,000.00
from 5 Crores to 10 Crores @ 0.15%	50,000,000	0.150%	75,000.00
Above 10 Crores	183,247,064	0.075%	137,435.00
			<b>362,435.00</b>
Less: 50 % Concession			181,218.00
LC Commission Charged			181,218.00
Add: Service tax @ 12.36%			22,399.00
<b>Commission + Service tax</b>			<b>203,617.00</b>
Swift Charges			1,200.00
<b>Total Commission charged from Bank</b>			<b>204,816.00</b>

**LEASE RENT FROM 30.05.2014 TO 29.05.2015**

TOTAL AMT	1,00,00,000.00
PER MONTH(1/12months)	8,33,333.00

**APRIL2015 recpts**

MV CONTI SELENIT	71119	1,61,264.00
MV PRABHU MOHINI	75077	1,70,239.00
MV CELERINA	71746	1,62,686.00
MV MBA GIOVANNI	82499	1,87,068.00
MV SPAR NEPTUN	67067	1,52,076.00
	<b>367508</b>	<b>8,33,333.00</b>

ORIGINAL

Date: 15-APR-15

Serial No. 59  
Pan No. : AAALN0057A  
Tan No. : BLRF00825G  
ST Reg. Code : AAALN0057A ST001  
ST Reg. No. : (PRT) (RIS) (CBL) (MAK)/MNG/ST-I/01/2001-NMPT  
TIN No. : 29260000

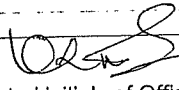
**NEW MANGALORE PORT TRUST**  
Office of the Financial Adviser & Chief Accounts Officer

Head of A/c  
Cash/Cheque :  
Receipt No. : RTGS/47251/1/15-04-15  
VCN No. :  
Received From : UDUPI POWER CORPORATION LIMITED  
KOLACHURU  
UDUPI  
Rupees : Nine Lakhs Ninety Thousand Thirty-Two Only  
On account of : S.T IN R/O85280+64040=149320SQM.LAND FROM 30-05-2014 TO  
29-05-2015

Through Cash/Cheque/DD No. Subject to realization.

Base Amount (Rs.)	990,032.00
Penal/Security Deposit (Rs.)	0.00
Service Tax @ 0%	0.00
Edu Cess @ 2%	0.00
Shee Cess @ 1%	0.00
Sale Tax @ 0%	0.00
Tcs Tax @ 0%	0.00
Total Amount	990,032.00
Tds Amount	0.00
Receipt Amount	990,032.00

Initials  
Cashier/Accountant

  
Dated initials of Officer  
Granting receipt

ORIGINAL

Date: 15-APR-15

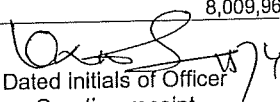
Serial No. 58  
Pan No. : AAALN0057A  
Tan No. : BLRF00825G  
ST Reg. Code : AAALN0057A ST001  
ST Reg. No. : (PRT) (RIS) (CBL) (MAK)/MNG/ST-I/01/2001-NMPT  
TIN No. : 29260000

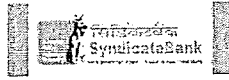
NEW MANGALORE PORT TRUST  
Office of the Financial Adviser & Chief Accounts Officer

Head of A/c  
Cash/Cheque :  
Receipt No. : RTGS/47251/15-04-15  
VCN No. :  
Received From : UDUPI POWER CORPORATION LIMITED  
KOLACHURU  
UDUPI  
Rupees : Eighty Lakhs Nine Thousand Nine Hundred Sixty-Eight Only  
On account of : LF. IN R/O 85280+64040=149320SQM. LAND FROM 30-05-2014 TO  
29-05-2015

Through Cash/Cheque/DD No.	Subject to realization.
Base Amount (Rs.)	8,009,968.00
Penal/Security Deposit (Rs.)	0.00
Service Tax@ 0%	0.00
Edu Cess @ 2%	0.00
Shee Cess @ 1%	0.00
Sale Tax @ 0%	0.00
Tcs Tax @ 0%	0.00
Total Amount	8,009,968.00
Tds Amount	0.00
Receipt Amount	8,009,968.00

Initials  
Cashier/Accountant

  
Dated initials of Officer  
Granting receipt



## Account Activity

as of 02-04-2015 17:42:56 GMT +0530

<b>Customer Name</b> UDUPI POWER CORP LTD	<b>Branch</b> CORPORATE FINANCE BR-HYDERABAD
--	---

<b>Searched by</b> Today's Transactions
--

Account Number	Customer Id	Account Currency	Opening Balance	Closing Balance
30493060000078	13073757	INR	11,29,54,929.48	12,29,66,620.48

Transaction Date	Value Date	Cheque No.	Description	Debit	Credit
02-Apr-2015	02-Apr-2015	550009572109	NEW MANGALORE PORT TRUST-015040200286460	15,74,245.00	
02-Apr-2015	02-Apr-2015	550009572169	UDUPI POWER CORPORATION LTD-040200285393	15,50,00,000.00	
02-Apr-2015	02-Apr-2015	550009572107	NEW MANGALORE PORT TRUST-015040200285412	1,96,00,000.00	
02-Apr-2015	02-Apr-2015	550009572108	NEW MANGALORE PORT TRUST-015040200285428	90,00,000.00	
02-Apr-2015	02-Apr-2015		BY TR UPCL-TRUST A/C 30491010000843		15,50,00,000.00
02-Apr-2015	02-Apr-2015		BY TR UPCL-TRUST A/C 30491010000843		2,86,00,000.00
02-Apr-2015	02-Apr-2015		BY TR UPCL-TRUST A/C 30491010000843		2,00,00,000.00
02-Apr-2015	02-Apr-2015	550009572054	To Clg GLOBUS ENGINEERS	15,90,180.00	
02-Apr-2015	02-Apr-2015	550009572052	To Clg HARLEQUIN PAINTS PRIVATE	34,18,654.00	
02-Apr-2015	02-Apr-2015	550009572049	To Clg HARLEQUIN CHEMICALS	6,61,107.00	
02-Apr-2015	02-Apr-2015	550009572027	To Clg HARLEQUIN CHEMICALS	6,90,754.00	
02-Apr-2015	02-Apr-2015	550009572023	To Clg THERMO FISHER SCIENTIFIC	9,28,200.00	
02-Apr-2015	02-Apr-2015	550009572150	To Clg JAYASHREE	1,11,294.00	
02-Apr-2015	02-Apr-2015	550009572149	To Clg VISHWANATH B	43,455.00	
02-Apr-2015	02-Apr-2015	550009572084	To Clg HYATT TRAVELS PVT	4,31,152.00	
02-Apr-2015	02-Apr-2015	550009572037	To Clg TI ANODE FABRICATO	4,47,000.00	
02-Apr-2015	02-Apr-2015	550009572000	To Clg EMERSON NETWO	38,568.00	
02-Apr-2015	02-Apr-2015	550009572156	To Clg SOWMYANARAYAN	53,700.00	

**DREDGING COST FY 12-13,13-14**

TOTAL AMT	2,00,00,000.00
PER MONTH(1/12months)	16,66,667.00

**APRIL2015 recpts**

MV CONTI SELENIT	71119	3,22,528.00
MV PRABHU MOHINI	75077	3,40,478.00
MV CELERINA	71746	3,25,372.00
MV MBA GIOVANNI	82499	3,74,137.00
MV SPAR NEPTUN	67067	3,04,152.00
	<b>367508</b>	<b>16,66,667.00</b>

**LANCO**

Anchor Group

UPCL/HO/NMPT/2014 -15/9683  
Date: 02-04-2015

To,

The Executive Engineer (Marine Works)  
New Mangalore Port Trust  
Panambur  
Mangalore - 575 010  
Phone No: 0824 - 2407341  
Fax No: 0824 - 2408390

Sub.: Udupi Power Corporation Ltd. - Payment of Pro-rata Dredging Cost - Reg.  
Ref: Your letter No.10/66/STP/EE (MW)/AUD/2013-14 Dated 28.10.2014

Dear Sir,

With reference to your above cited letter dated 28.10.14, we confirm having transferred an adhoc amount of Rs.1,96,00,000/- (Gross amount Rs.2,00,00,000 - Rs.4,00,000 IT TDS) to your Bank of Baroda, Panambur, Account No.08070100004621 today i.e 02-04-2015 vide UTR No.SYNBR2015040200285412 towards Pro-rata Dredging Charges for the year 2012-13 and 2013-14 as per clause 9.2 (vii) (d) of the Concession Agreement.

Hence, we request you to acknowledge the receipt.

Thanking you,

Yours faithfully,

For **UDUPI POWER CORPORATION LTD**

*A. Srinivas*  
EXECUTIVE DIRECTOR (FINANCE)

CC - FA&CAO

Executive Engineer  
Marine Works Division  
New Mangalore Port Trust  
Panambur, Mangalore

4/4/15

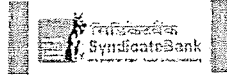


**Udupi Power Corporation Limited**

Registered Office: Le-Park Richmond, 4<sup>th</sup> Floor, No 51, Richmond Road, Bengaluru - 560 025, India  
T: +91 80 4825 4025 F: +91 80 4025 4003  
Site Office: Yeliuru Village, Pillar Post, Padubidri, Udupi District - 574 113, Karnataka, India  
T: +91 820 2703500 F: +91 820 2550684/854  
www.lanogroup.com

Corporate Identity Number: U31909KA1996PLC019915





## Account Activity

as of 02-04-2015 17:42:56 GMT +0530

<b>Customer Name</b> UDUPI POWER CORP LTD	<b>Branch</b> CORPORATE FINANCE BR-HYDERABAD
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<b>Searched by</b> Today's Transactions
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Account Number	Customer Id	Account Currency	Opening Balance	Closing Balance
30493060000078	13073757	INR	11,29,54,929.48	12,29,66,620.48

Transaction Date	Value Date	Cheque No.	Description	Debit	Credit
02-Apr-2015	02-Apr-2015	550009572109	NEW MANGALORE PORT TRUST-015040200286460	15,74,245.00	
02-Apr-2015	02-Apr-2015	550009572169	UDUPI POWER CORPORATION LTD-040200285393	15,50,00,000.00	
02-Apr-2015	02-Apr-2015	550009572107	NEW MANGALORE PORT TRUST-015040200285412	1,96,00,000.00	
02-Apr-2015	02-Apr-2015	550009572108	NEW MANGALORE PORT TRUST-015040200285428	90,00,000.00	
02-Apr-2015	02-Apr-2015		BY TR UPCL-TRUST A/C 30491010000843		15,50,00,000.00
02-Apr-2015	02-Apr-2015		BY TR UPCL-TRUST A/C 30491010000843		2,86,00,000.00
02-Apr-2015	02-Apr-2015		BY TR UPCL-TRUST A/C 30491010000843		2,00,00,000.00
02-Apr-2015	02-Apr-2015	550009572054	To Clg GLOBUS ENGINEERS	15,90,180.00	
02-Apr-2015	02-Apr-2015	550009572052	To Clg HARLEQUIN PAINTS PRIVATE	34,18,654.00	
02-Apr-2015	02-Apr-2015	550009572049	To Clg HARLEQUIN CHEMICALS	6,61,107.00	
02-Apr-2015	02-Apr-2015	550009572027	To Clg HARLEQUIN CHEMICALS	6,90,754.00	
02-Apr-2015	02-Apr-2015	550009572023	To Clg THERMO FISHER SCIENTIFIC	9,28,200.00	
02-Apr-2015	02-Apr-2015	550009572150	To Clg JAYASHREE	1,11,294.00	
02-Apr-2015	02-Apr-2015	550009572149	To Clg VISHWANATH B	43,455.00	
02-Apr-2015	02-Apr-2015	550009572084	To Clg HYATT TRAVELS PVT	4,31,152.00	
02-Apr-2015	02-Apr-2015	550009572037	To Clg TI ANODE FABRICATO	4,47,000.00	
02-Apr-2015	02-Apr-2015	550009572000	To Clg EMERSON NETWO	38,568.00	
02-Apr-2015	02-Apr-2015	550009572156	To Clg SOWMYANARAYAN	53,700.00	



Mega Risk Policy 01.04.2015 TO 31.03.2016

TOTAL PREMIUM 22,94,953.00

PER MONTH (1/1months) 22,94,953.00

APRIL'15 recpts

MV CONTI SELENIT	71119	4,44,112.00
MV PRABHU MOHINI	75077	4,68,828.00
MV CELERINA	71746	4,48,028.00
MV MBA GIOVANNI	82499	5,15,176.00
MV SPAR NEPTUN	67067	4,18,809.00
	<b>367508</b>	<b>22,94,953.00</b>

<b>MEGA RISK POLICY 01.04.2015 to 31.03.2016</b>	
TOTAL PREMIUM	7,07,20,660
Add : Service Tax 12.36%	87,41,074
Total Premium Including Service Tax	<b>7,94,61,734</b>
Material Damage (Including Custom duty)	61,49,60,00,000
Business Interruption	12,94,68,00,000
Total Sum Insured	<b>74,44,28,00,000</b>
Coal at Plant & NMPT (Stock)	2,15,00,00,000
Premium to be charged to Coal at Plant & NMPT	<b>22,94,953</b>



HELD COVER

To,  
M/s. Udupi Power Corporation Ltd.  
2ND Floor, Le Parc Richmond,,NO.51,  
Richmond Road,  
Bengaluru – 560 025

March 31<sup>st</sup>, 2015

Sub: Risk Coverage under Mega Risk Insurance Policy for 2015-16

Dear Sir,

We thank you for the payment of Rs.79,461,734/- vide Syndicate Bank; Cheque No. "572127" dated 31<sup>st</sup> March 2015 as premium towards your Mega Risk Insurance Policy. We hereby confirm you Held Covered under (as per enclosed quote sheets) that have been concluded for a period of twelve months starting 01<sup>st</sup> April 2015, 00:00 hours.

We are in process of preparation of relevant policy documents and shall arrange to submit them to you at the earliest. In the intervening period; you may use this document as our acknowledgment of receipt of premium and inception of insurance coverage.

Details

Risk Location Covered – Kolacheru & Yelluru village, Pillar post, Padubidri, Udupi District- 574113, Karnataka

Sum Insured:

Material Damage : Rs. 6149.60 Crores

Annual Gross Profit : Rs. 1294.68 Crores

Total Sum Insured : Rs. 7444.28 Crores

Premium on 100% Basis: INR 70,720,660/- + Service Tax

Sharing Pattern:

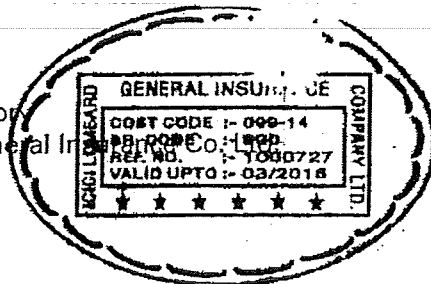
Sno.	Insurer	Share %
1	ICICI Lombard General Insurance Co. Ltd	45
2	TATA AIG General Insurance Co. Ltd	20
3	Reliance General Insurance Limited	12.5
4	The New India Assurance Co Ltd	7.5
5	National Insurance Co Ltd	7.5
6	The Oriental Insurance Co Ltd	7.5

\*Attachments:

Quotation for Mega Risk Insurance Policy for 2015-16 (2<sup>nd</sup> Page)

Thanking you,

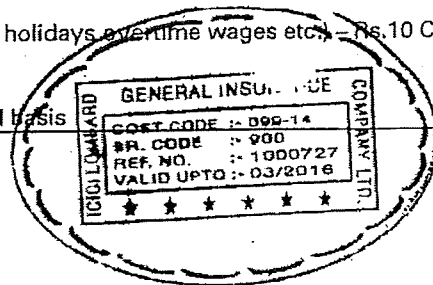
Authorized Signatory  
ICICI Lombard General Insurance Co. Ltd.





**QUOTE SLIP – Udupi Power**

Insured	Udupi Power Corporation Ltd.	
Insured's Business	Generation and sale of power through PPA	
Policy Type	Mega Risk Insurance policy or IAR policy approved by IRDA with comprehensive coverage	
Policy Period	1 <sup>st</sup> April 2015 to 31 <sup>st</sup> March 2016	
Premises Insured	<p>All property owned by the proposer or in trust pertaining to operational plant and associated facilities broadly classified as</p> <ul style="list-style-type: none"> <li>• Civil Structures comprising buildings with plinth and foundations, roads, culverts, drains, pipe lines, reservoirs, tanks, compound wall etc</li> <li>• Plant &amp; Machinery, Electrical installations, Instrumentation and controls</li> <li>• Stocks of raw material, fuel, stores &amp; spares, consumables etc.,</li> <li>• Off-site facilities such as sea water system, pipe lines, captive jetty, rail transport system, ash pond and transmission lines within the plant boundary.</li> </ul>	
Risk Location	Kolacheru & Yelluru village, Pillar post, Padubidri, Udupi District-574113, Karnataka	
Occupancy	2 x 600 MW subcritical TPP on Imported coal	
Sum Insured (Break-up as per Annexure-1)	Material Damage :	Rs. 6149.6 Crores
	Annual Gross Profit:	Rs. 1294.68 Crores
	Total Sum Insured:	Rs. 7444.28 Crores
<b>Section- I - Material Damage</b>		
Proposed Deductibles	MD: 5% of claim amount subject to a minimum of Rs.50 Lac per claim / event	
Add on Covers	<p>Material Damage (Section I)</p> <ol style="list-style-type: none"> <li>1. Removal of Debris – Rs.10 Cr. per occurrence</li> <li>2. Escalation – 20% for BMA.</li> <li>3. Startup &amp; Shutdown expense – Rs.5 Cr. per occurrence</li> <li>4. Inadvertent omission – up to 5% of BMA Sum Insured</li> <li>5. Capital Additions – up to 5% of BMA Sum Insured with a maximum limit of Rs.300 Crores</li> <li>6. Earthquake Fire &amp; Shock extension – Policy Sum Insured</li> <li>7. Fire Fighting expenses- on Actuals</li> <li>8. Leakage, Overflowing, contamination and commingling - Rs.10 Cr. per occurrence</li> <li>9. Architect &amp; Engineers fee - 5% of claim amount up to a maximum of Rs. 5 Cr. per occurrence</li> <li>10. Public Authority clause on Actual basis</li> <li>11. Expediting expenses (express freight, holidays overtime wages etc.) – Rs.10 Cr. per occurrence</li> <li>12. Loss minimization expenses on Actual basis</li> </ol>	





	<p>13. Minor works – Rs.10 Cr. per occurrence / Rs. 50 Cr in aggregate</p> <p>14. Temporary Removal – up to Rs.50 Cr. per occurrence</p> <p>15. Automatic reinstatement of sum insured – up to 10%, prorated additional premium applicable beyond 10%</p> <p>16. Computer system records – Rs.2 Cr. per occurrence</p> <p>17. Spontaneous combustion – Limit of Rs.215 Cr</p> <p>18. RSMD coverage</p> <p>19. Extra cost for Air freight on actual basis up to a maximum of Rs.5 Cr. per occurrence</p> <p>20. Designation of Property Clause</p> <p>21. Additional Customs Duty Clause Limit Rs.15 Crores per occurrence</p> <p>22. Property held in trust or commission covered</p> <p>23. Impact damage to jetty and assets thereon by waterborne vessels and Port blockage – Limit Rs. 100 Cr (MD+BI) for 100% limit</p> <p>24. Property in course of construction including interest of contractors &amp; / or sub-contractors – Limit Rs. 150 Cr e.e.l and in aggregate</p> <p>25. Money, Currency, Stamp papers, Postal stamps etc – Rs. 1 Cr e.e.l</p> <p>26. Sea Cables, Sea Pipelines and other associated pipelines are covered upto 5% of MD sum insured for Non-marine perils only.</p>
<b>Section - II - Business Interruption</b>	
Indemnity Period.	12 Months for FLOP and MLOP
Proposed Deductibles	<p>FLOP :- 14 Days of Annual Gross Profit.</p> <p>MLOP :- 21 Days of Annual Gross Profit.</p>
Add on Covers	<ol style="list-style-type: none"> <li>1. Utility extension ( Tier I)- 17 % of BI Sum insured.</li> <li>2. Named Domestic Onshore Supplier premises (Tier I) extension – 20% of BI SI for FLEXA and AOG perils.</li> <li>3. Named Overseas Onshore Supplier Premises (Tier I) extension – 10% of BI SI for FLEXA perils</li> <li>4. Named Customer Onshore premises extension – Hassan SS – 20% of BI SI for FLEXA &amp; AOG perils</li> <li>5. Denial of access – Maximum limit of 4 weeks ( over &amp; above the policy time excess ) and</li> </ol>

