

	VESSEL : SUPPLIER : LOCATION : DATE OF RECEIPT : QUANTITY IN MT : GCV : CIF VALUE (USD) :	MV PRABHU MOHINI M/s.ADANI GLOBAL PTE LTD Indonesia 04.04.2015 75077 Metric Tonnes 5365KCAL/KG \$47,68,140.27
	PARTICULARS	AMOUNT
1	CIF Value of Coal (USD @ 63.20)	30,13,46,465
2	Customs Duty (Incl. Clean Energy Cess)	2,17,35,677
3	Stevedoring & Other Expenses	15,96,025
4	Survey, coal sampling & Analysis	50,614
5	Wharfage(Royalty) Charges	16,02,774
6	Transportation by Rail & Marshaling Yard Charges	2,46,86,430
7	LC Establishment Charges	5,25,813
8	Nmpt Lease Rent	1,70,239
9	Nmpt Dredging Cost	3,40,478
10	INSURANCE	4,68,828
		35,25,23,343



To
UDUPI POWER CORPORATION LIMITED,
NO.51, LE- PARC RICHMONDE,
2ND FLOOR, RICHMOND ROAD,
BANGALORE 560025,INDIA.

DATE:27.03.2015

COMMERCIAL INVOICE

INVOICE NO : 2314007102
NAME OF THE CARRYING VESSEL : MV. PRABHU MOHINI
PORT OF LOADING : TANJUNG BARA COAL TERMINAL, EAST KALIMANTAN, INDONESIA
PORT OF DISCHARGE : NEW MANGALORE PORT, INDIA
PAYMENT TERM : AT SIGHT
BILL OF LADING NO. & DATE : 036/TB-IND/2015 DATED 22.03.2015
DRAWN UNDER DOCUMENTARY CREDIT NO 150377FLCS00012,DATED 20.03.2015 ISSUED BY
IDBI BANK LTD., GROUND FLOOR, 102, SHAKTI COMFORT TOWER, K.H.ROAD,BANGALORE-560 027

DESCRIPTION	QUANTITY MT	UNIT PRICE USD PER MT	AMOUNT USD
INDONESIAN STEAM COAL IN BULK AS PER CONTRACT REF AGPTE/UPCL/2014-15/MAR/02 DTD 05.03.2014	75,077.000		
FOB PRICE		64.51	
OCEAN FREIGHT & INSURANCE		9.00	
CIF PRICE		63.51	4,768,140.27

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

TOTAL AMOUNT

4,768,140.27

(US DOLLAR FOUR MILLION SEVEN HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED FORTY AND CENTS
TWENTY-SEVEN 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 : 2314007102
NAME OF THE CARRYING VESSEL : MV. PRABHU MOHINI
PORT OF LOADING : TANJUNG BARA COAL TERMINAL, EAST KALIMANTAN, INDONESIA
PORT OF DISCHARGE : NEW MANGALORE PORT, INDIA
PAYMENT TERM : AT SIGHT
BILL OF LADING NO. & DATE : 036/TB-IND/2015 DATED 22.03.2015
DRAWN UNDER DOCUMENTARY CREDIT NO 150377FLCS00012, DATED 20.03.2015 ISSUED BY
IDBI BANK LTD., GROUND FLOOR, 102, SHAKTI COMFORT TOWER, K.H.ROAD, BANGALORE-560 027

TYPICAL SPECIFICATION : AS PER ASTM STANDARD

SPECIFICATION PARAMETER	TYPICAL	REJECTION	AS PER LOAD PORT
TOTAL MOISTURE (ARB)	23 PCT	ABOVE 26 PCT	21.12 PCT
ASH CONTENT (ADB)	6 PCT	ABOVE 8 PCT	6.05 PCT
VOLATILE MATTER (ADB)	35 TO 45 PCT		37.08 PCT
FIXED CARBON (ADB)	BY DIFFERENCE		BY DIFFERENCE
TOTAL SULPHUR (ADB)	0.6 PCT	ABOVE 0.80 PCT	0.48 PCT
GROSS CALORIFIC VALUE (ARB)	5300 KCAL/KG	BELOW 5000 KCAL/KG	5365 KCAL/KG
NOMINAL SIZE	0 TO 50 MM		98.50 PCT
HGI (INDEX POINTS)	42-55		49

IMPORTS IS COVERED BY OGL ITEM OF EXPORT IMPORT POLICY 2009-2014..

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 : "CONGENIBLE", EDITION 1994

B/L No.

BILL OF LADING
TO BE USED WITH CHARTER-PARTIES

036/TB-IND/2015

Reference No. HS CODE: 27011920

Shipper

PT KALTIM PRIMA COAL
BAKRJE TOWER, 15TH FLOOR,
COMPLEX RASUNA EPICENTRUM,
JL H.R. RASUNA SAID,
JAKARTA 12960,
INDONESIA

Consignee

TO ORDER

FIRST ORIGINAL

Notify address

UDUPI POWER CORPORATION LIMITED,
NO. 51, LE-PARC RICHMONDE, 2ND FLOOR,
RICHMOND ROAD, BANGALORE - 560026, INDIA

Vessel

MV PRABHU MOHINI

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

Gross weight

INDONESIAN STEAM COAL IN BULK

76,077 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

25/11/2014

SHIPPED

at this Port of loading in apparent good order
and condition on board the Vessel for carriage
to the Port of Discharge or so near thereto 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 its 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 22, 2015

Number of original B/L

Signature

For and on behalf of the Master
Capt. GORDON G. PEREIRA of mv PRABHU MOHINI
As agents

3 (THREE)



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@mjlraak.co.id

CERTNO.MSKAT/COAL/HO/14-15/12-881

DATE: 27/03/2015

CERTIFICATE OF SAMPLING AND ANALYSIS

Description of Goods : Indonesian Steam Coal in Bulk
Packing : In Bulk
Quantity : 75.077.000 MT
Vessel : M.V. KRABHU MOHINI
Port of Loading : Tanjung Bara Coal Terminal, East Kalimantan, Indonesia
Loading Date : 15/03/2015 TO 22/03/2015

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)	21.12 Pct
Inherent Moisture (ADB)	14.34 Pct
Ash (ADB)	6.05 Pct
Ash (YARB)	5.57 Pct
Volatile Matter (ADB)	37.08 Pct
Fixed Carbon (ADB)	42.53 Pct
Gross Calorific Value (ADB)	5826 Kcal/Kg
Gross Calorific Value (ARB)	5365 Kcal/Kg
Sulphur (ADB)	0.48 Pct
Sulphur (ARB)	0.44 Pct
HGI	49
Size (0.50 MM)	98.50 Pct
Ash Fusion Temperature (DT)	1150 Deg C

For and on behalf of,

P.T. Mitra S. K. Analisa Testama

Authorized Signatory



P.T. Mitra S. K. Analisa Testama



P.T. Mitra S. K. Analisa Testama



Puloadung 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

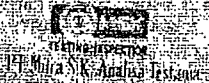
CERTNO.MSKAT/COAL/HO/14-15/12-882

DATE: 27/03/2015

CERTIFICATE OF ORIGIN

Description of Goods	Indonesian Steam Coal in Bulk
Packing	In Bulk
Quantity	75,077,000 MT
Vessel	MV PRABHU MOHINI
Port of Loading	Tanjung Bara Coal Terminal, East Kalimantan, Indonesia
Loading Date	15/03/2015 TO 22/03/2015

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



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

[Signature]
Authorised Signatory



P.T. Mitra S. K. Analisa Testama



Pulogadung Trade Center, Block 8H 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- 883

DATE: 27/03/2015

CERTIFICATE OF WEIGHT

Description of Goods : Indonesian Steam Coal in Bulk
Packing : In Bulk
Quantity : 75.077.000 MT
Vessel : MV. PRABHU MOHINI
Port of Loading : Tanjung Bara Coal Terminal, East Kalimantan, Indonesia
Loading Date : 15/03/2015 TO 22/03/2015

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 Five Thousand Seventy Seven Metric Tons Only

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

Authorised 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@mltrask.co.in

DRAFT SURVEY REPORT

CERTNO/MSKAT/COAL/HO/14-15/12-884

DATE : 27/03/2015

Description of Goods : Indonesian Steam Coal in Bulk
 Weight : 75,077,000 MT
 Vessel : MV PRABHU MOHINI
 Port of Loading : Tanjung Bata Coal Terminal, East Kalimantan, Indonesia
 Loading Date : March 15th, 2015 TO March 22nd, 2015

Date / Time	INITIAL			FINAL		
	March 15th, 2015 at 13:00 hrs			March 22nd, 2015 at 18:21 hrs		
Draft Reading	Port	Stb	Mean	Port	Stb	Mean
Forward	4.780	4.800	4.790	18.980	18.980	18.980
Stair Correction			-0.145			0.000
Corrected			4.645			18.980
All	5.920	5.950	5.935	18.980	18.980	18.980
Stair Correction			0.107			0.000
Corrected			6.042			18.980
Mean Forward & All			5.988			18.980
Midship	5.880	5.920	5.925	14.010	14.020	14.015
Midship Correction			-0.065			0.000
Corrected			5.920			14.015
Mean Of Means			6.952			18.980
Quarter Mean			6.989			14.006
Correspondent Displacement						36,235 MT
Tonnage by Heave Item	2,709			0.000		91,213 MT
Tonnage Correction						561 MT
Displacement Corrected for Tonnage						90,652 MT
Observed Density	1.0200			1.0200		91,215 MT
Density Correction						174 MT
Displacement Corrected for Density						90,870 MT
Total Consumable Stores and Ballast						21,373 MT
Net Displacement						69,497 MT
TOTAL CARGO LOADED						75,077 MT

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

Authorised Signatory

P.T. Mitra S.K. Analisa Testama



MARINE INSURANCE CERTIFICATE

RELIANCE

General Insurance

RELIANCE GENERAL INSURANCE COMPANY LIMITED

REGD. OFFICE: "RGICL, 570, Naigaum 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

262

Effective Date of Insurance

10-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 5,244,954.30

CONSIGNEE :

TO ORDER

Voyage From :

TANJUNG BARA COAL TERMINAL, EAST
KALIMANTAN, INDONESIA

Voyage To :

NEW MANGLORE PORT, INDIA AND
THENCE TO ANY INTERIOR PLACE IN INDIA

Vessel Details

MV. PRABHU MOHINI

Year of Built

2011

Mode of Shipment

SEA / LAND (INCLUDING BARGES AND
STORAGE AT PORT OF DISCHARGE UNDER
BOND OR OTHERWISE)

Basis of Valuation:

C.I.F + 10 %

B/L No:

036/TB-IND/2015

B/L Date

22-Mar-15

DESCRIPTION OF GOODS

INDONESIAN STEAM COAL IN BULK

Quantity

75,077 MT

** Consolidated Stamp duty Paid vide GRAS GRN No. MH001679304201415E 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.

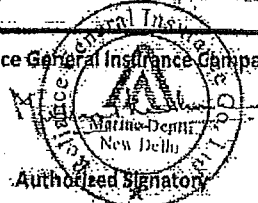
Premium Amount

USD 1,638.39

For, Reliance General Insurance Company Ltd.

Place:

New Delhi

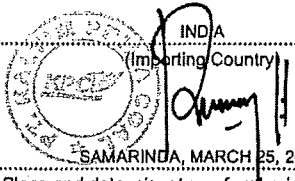
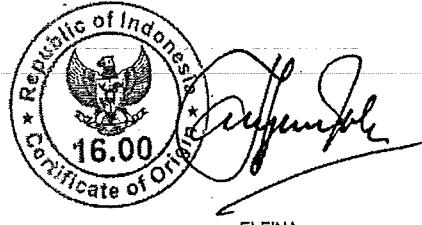


Authorized Signatory



35761734213

Original

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			Reference No. 0001018/SMD/2015 ASEAN-INDIA FREE TRADE AREA PREFERENTIAL TARIFF CERTIFICATE OF ORIGIN (Combined Declaration and Certificate)		
2. Goods consigned to (Consignee's name, address, country) UDUPI POWER CORPORATION LIMITED, NO. 51, LE-PARC RICHMONDE, 2ND FLOOR, RICHMOND ROAD, BANGALORE - 560025, INDIA			FORM AI Issued in <u>INDONESIA</u> (Country) See Notes Overleaf		
3. Means of transport and route (as far as known) Departure Date MARCH 22, 2015 Vessel's name/Aircraft etc. MV PRABHU MOHINI Port of Discharge NEW MANGALORE PORT, INDIA			4. For Official Use <input type="checkbox"/> Preferential Tariff Treatment Given Under ASEAN-India Free Trade Area Preferential Tariff <input type="checkbox"/> Preferential Tariff Treatment Not Given (Please state reason/s) Signature of Authorised Signatory of the Importing Country		
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	75,077 TNE (SEVENTY-FIVE THOUSAND AND SEVENTY-SEVEN) USD 3,910,760.93	S-7871 MARCH 22, 2015 2314007102 MARCH 23, 2015
11. Declaration by the exporter The undersigned hereby declares that the above details and statement are correct; that all the goods were produced in INDONESIA (Country) and that they comply with the origin requirements specified for these goods in the ASEAN-India Free Trade Area Preferential Tariff for the goods exported to			12. Certification It is hereby certified, on the basis of control carried out, that the declaration by the exporter is correct. ISSUED RETROACTIVELY, DATE OF SHIPMENT: MARCH 22, 2015 PROVINCIAL OFFICE IN SAMARINDA		
 Place and date, signature of authorised signatory			 Place and date, signature and stamp of certifying authority		
13. Where appropriate please tick:					
<input checked="" type="checkbox"/> Third Country Invoicing <input type="checkbox"/> Exhibition <input type="checkbox"/> Back-to-Back CO <input type="checkbox"/> Cumulation					

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/02
Date: 05.03.2014**



Contract for sale and purchase of Indonesian Steam Coal Dated 5th 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

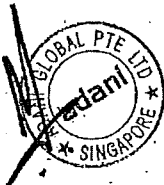
UDUPI POWER CORPORATION LIMITED, a company incorporated under the law of India, having its registered office address at 2nd Floor, Le Parc Richmond 51, Richmond Road, Bengaluru - 560025 Karnataka, India (hereinafter referred to as "BUYER")

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"



Rishi

- (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



Crack

the actual coal quality

If the HBA for the month of B/L is not available then 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.



Handwritten signature

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 loadport or discharging at discharge port



Handwritten signature

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 8 above) and/or indirectly by the Buyer and Buyer's nominated Contractor, including delay in payment of custom duty, then under such circumstances any delay in berthing of the vessel, the cost of pre-berthing delay will be to the account of Buyer.

12. Taxes, Duties, etc.

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

13 Force Majeure:

Upon the occurrence of any event which affects or is likely to affect the ability of a Party to perform its obligations under this agreement, that Party shall give the other Notice in Writing thereof, which shall include details of the event, and shall give further notices of any change in the situation as may be appropriate from time to time.

In the event that a Party wishes to claim Force Majeure (the "Affected Party") it shall give notice to such effect to the other Party (the "Non-Affected Party") as early as practicable, which notice may be given orally and confirmed by Notice in Writing as soon as possible.



Handwritten signature

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:

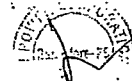
This Agreement shall be governed and construed in accordance with the laws of India. Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing 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.



Adani

18 Assignment:

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

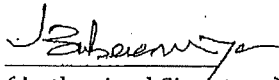
19 Jurisdiction

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

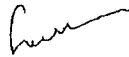
This contract is to be kept strictly private and confidential.

Buyer

UDUPI POWER CORPORATION LIMITED

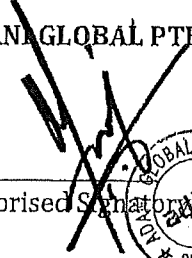

(Authorised Signatory)





Seller

ADANI GLOBAL PTE LTD


(Authorised Signatory)



[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. 35 / 2015-Customs (N.T.)

Dated the 1st April, 2015
11 Chaitra, 1937 (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.32/2015-CUSTOMS (N.T.), dated the 19th March, 2015 *vide* number S.O.802 (E), dated the 19th 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 2nd April, 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	
		(a)	(b)
(1)	(2)	(3)	
		(For Imported Goods)	(For Export Goods)
1.	Australian Dollar	48.50	47.10
2.	Bahrain Dinar	171.05	161.70
3.	Canadian Dollar	49.95	48.75
4.	Danish Kroner	9.20	8.95
5.	EURO	68.55	66.85
6.	Hong Kong Dollar	8.15	8.00
7.	Kuwait Dinar	214.85	202.45
8.	New Zealand Dollar	47.55	46.30
9.	Norwegian Kroner	7.90	7.70
10.	Pound Sterling	93.70	91.55
11.	Singapore Dollar	46.05	45.05
12.	South African Rand	5.30	5.00
13.	Saudi Arabian Riyal	17.20	16.25
14.	Swedish Kroner	7.35	7.20
15.	Swiss Franc	65.50	63.95
16.	UAE Dirham	17.55	16.60
17.	US Dollar	63.20	62.20

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	52.75	51.55
2.	Kenya Shilling	70.00	66.05

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

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

ails of LC charges on consignments received in April 2015

.no	Supplier	Vessel	Bank	LC No.	LC / Invoice Value	LC commission	Remarks
1	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
2	Adani Global Pte Ltd	MV MBA Giovanni			\$ 5,422,659.27	230,556.00	
3	Adani Global Pte Ltd	MV Conti Selenit			\$ 4,460,583.68	204,816.00	
4	Adani Power Maharashtra Ltd	MV Celerina			₹ 313,311,912.00	3,466,661.00	
5	Adani Global Pte Ltd	MV Prabhhu 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 mark



Introducing an enhanced security feature to digitally sign your online transactions,
[click here to know more](#)

Please update your system OS to minimum Windows XP (service pack 3) / Win 7 or above by 12th Feb 2015, to continue uninterrupted access to Net Banking services. Know your OS version

Operative Accounts Deposit Accounts Loan Accounts Trade Accounts All Accounts Operative Accounts
 Accounts > Operative Accounts > **Query Selection**

0377655100000213 - UDUPI POWER CORPORATION LIMITED Account Statement

Statement Criteria: **Account Statement for the Account Number: 0377655100000213**
From 20/03/2015 To 20/03/2015

SI No.	Txn Date	Value Date	Description	Cheque No.	CR/DR	Currency	Transaction Amount	Balance Amount
1	20/03/2015	20/03/2015	IPAY/ESHP//59715987//IG200315114333226619		DR	INR	1,71,054.00	-98,36,09,283.12
2	20/03/2015	20/03/2015	150377FLCS00012:		DR	INR	2,37,595.00	-98,38,46,878.12
3	20/03/2015	20/03/2015	150377FLCS00012:		DR	INR	2,500.00	-98,38,49,378.12

Cancel



Introducing an enhanced security feature to digitally sign your online transactions,
[click here to know more](#)

Please update your system OS to minimum Windows XP (service pack 3) / Win 7 or above by 12th Feb 2015, to continue uninterrupted access to Net Banking services. Know your OS version

Operative Accounts Deposit Accounts Loan Accounts Trade Accounts All Accounts Operative Accounts
 Accounts > Operative Accounts > **Query Selection**

037765510000213 - UDUPI POWER CORPORATION LIMITED Account Statement

Statement Criteria: **Account Statement for the Account Number: 037765510000213**
From 29/04/2015 To 29/04/2015

SI No.	Txn Date	Value Date	Description	Cheque No.	CR/DR	Currency	Transaction Amount	Balance Amount
1	29/04/2015	29/04/2015	RTGS/SYNBR92015042900366932/UDUPI POWER CORP LTD		CR	INR	1,33,00,000.00	-1,48,27,58,489.17
2	29/04/2015	29/04/2015	IPAY/ESHP//62371079/0020 400 CBDT		DR	INR	1,000.00	-1,48,27,59,489.17
3	29/04/2015	29/04/2015	150377FLCS00012:		DR	INR	2,84,968.00	-1,48,30,44,457.17
4	29/04/2015	29/04/2015	150377FLCS00012:		DR	INR	750.00	-1,48,30,45,207.17
5	29/04/2015	29/04/2015	150377FLCS00012:Cash Margin		DR	INR	32,87,209.00	-1,48,63,32,416.17
6	29/04/2015	29/04/2015	IPAY/ESHP//62396363/0020 200 CBDT		DR	INR	95,167.00	-1,48,64,27,583.17
7	29/04/2015	29/04/2015	IPAY/ESHP//62396781/0021 200 CBDT		DR	INR	46,431.00	-1,48,64,74,014.17
8	29/04/2015	29/04/2015	IPAY/ESHP//62397126/0020 200 CBDT		DR	INR	72,179.00	-1,48,65,46,193.17
9	29/04/2015	29/04/2015	IPAY/ESHP//62397370/0020 200 CBDT		DR	INR	24,777.00	-1,48,65,70,970.17
10	29/04/2015	29/04/2015	IPAY/ESHP//62397685/0021 200 CBDT		DR	INR	8,748.00	-1,48,65,79,718.17
11	29/04/2015	29/04/2015	IPAY/ESHP//62397928/0021 200 CBDT		DR	INR	456.00	-1,48,65,80,174.17
12	29/04/2015	29/04/2015	150377ILCU00089:Cash Margin		DR	INR	1,00,37,855.00	-1,49,66,18,029.17
13	29/04/2015	29/04/2015	150377ILCU00089:		DR	INR	11,52,917.00	-1,49,77,70,946.17
14	29/04/2015	29/04/2015	150377ILCU00089:		DR	INR	350.00	-1,49,77,71,296.17

Cancel

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
	367508	8,33,333.00

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

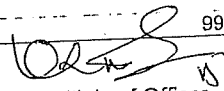
NEW MANGALORE PORT TRUST
Office of the Financial Adviser & Chief Accounts Officer

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

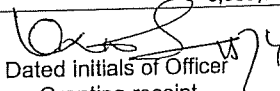
Serial No. 58
Pan No. : AAALN0057A
Tan No. : BLRF00825G
ST Reg. Code : AAALN0057A ST001
ST Reg. No. : (PRT) (RIS) (CBL) (MAK)/MNG/ST-I/01/2001-NMPT
TIN No. : 29260000

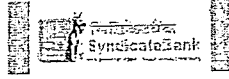
NEW MANGALORE PORT TRUST
Office of the Financial Adviser & Chief Accounts Officer

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

Customer Name UDUPI POWER CORP LTD	Branch CORPORATE FINANCE BR-HYDERABAD
----------------------------------------------	-------------------------------------------------

Searched by 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
	367508	16,66,667.00

LANCO

Anchor Dredging

UPCL/HO/NMPT/2014 -15/9684
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**

[Handwritten Signature]
EXECUTIVE DIRECTOR (FINANCE)

CC - FA&CAO

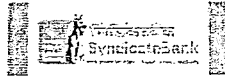
Executive Engineer
Marine Works Division
New Mangalore Port Trust
Panambur
Mangalore - 575 010
4/4/15



Udupi Power Corporation Limited
Registered Office: La-Parc Richmond, II Floor, No 51, Richmond Road, Bengaluru - 560 025, India
T: +91 80 4025 4025 F: +91 80 4025 4000
Site Office: Yeluru Village, Pillar Post, Padubidri, Udupi District - 574 113, Karnataka, India
T: +91 820 2703500 F: +91 820 2550684/854
www.lancogroup.com

Corporate Identity Number: UJ1909KA1996PLCO19915





Account Activity

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

Customer Name	Branch
UDUPI POWER CORP LTD	CORPORATE FINANCE BR-HYDERABAD

Searched by
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	

MV PRABHU MOHINI

Adani/ NDO/April'15

75077

B/L Qty

SL No.	Rake no	DATE	RR NO	Name of the coal	no'of wagons	Railway freight	Port dues
1	3227	14.04.2015	212002920	mv Prabhu Mohini	35	664100	10158
2	3228	14.04.2015	212002921	mv Prabhu Mohini	59	1123972	17191
3	3229	14.04.2015	212002922	mv Prabhu Mohini	59	1122503	17169
4	3230	14.04.2015	212002923	mv Prabhu Mohini	59	1123972	17191
5	3231	14.04.2015	212002924	mv Prabhu Mohini	59	1122503	17169
6	3232	15.04.2015	212002925	mv Prabhu Mohini	59	1123972	17191
7	3233	15.04.2015	212002926	mv Prabhu Mohini	59	1122503	17169
8	3234	15.04.2015	212002927	mv Prabhu Mohini	59	1123972	17191
9	3235	15.04.2015	212002928	mv Prabhu Mohini	59	1122503	17169
10	3236	15.04.2015	212002929	mv Prabhu Mohini	59	1123972	17191
11	3237	15.04.2015	212002930	mv Prabhu Mohini	59	1122503	17169
12	3238	16.04.2015	212002931	mv Prabhu Mohini	59	1123972	17191
13	3239	16.04.2015	212002932	mv Prabhu Mohini	59	1123972	17191
14	3240	16.04.2015	212002933	mv Prabhu Mohini	59	1123972	17191
15	3241	17.04.2015	212002934	mv Prabhu Mohini	59	1123972	17191
16	3242	17.04.2015	212002935	mv Prabhu Mohini	59	1123972	17191
17	3243	17.04.2015	212002936	mv Prabhu Mohini	59	1123972	17191
18	3244	18.04.2015	212002937	mv Prabhu Mohini	59	1123972	17191
19	3245	18.04.2015	212002938	mv Prabhu Mohini	59	1123972	17191
20	3246	18.04.2015	212002939	mv Prabhu Mohini	59	1123972	17191
21	3247	19.04.2015	212002940	mv Prabhu Mohini	59	1123972	17191
22	3248	19.04.2015	212002941	mv Prabhu Mohini	59	1123972	17191
23	3249	23.04.2015	212002942	mv Prabhu Mohini	3	54372	832
						24314539	371891

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
	367508	22,94,953.00

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



HELD COVER

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

March 31st, 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 31st 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 01st 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, Udipi 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:

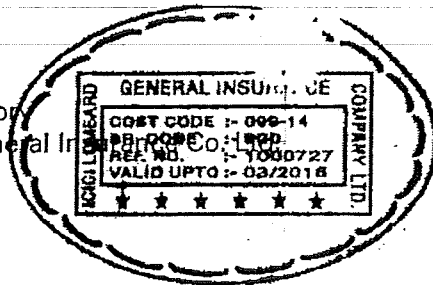
Sno.	Insurer	Share %
1	ICICI Lombard General Insurance Co. Ltd	45
2	TATA AIG General Insurance Co. Ltd	20
3	Reliance General Insurance Limited	12.5
4	The New India Assurance Co Ltd	7.5
5	National Insurance Co Ltd	7.5
6	The Oriental Insurance Co Ltd	7.5

*Attachments:

Quotation for Mega Risk Insurance Policy for 2015-16 (2nd Page)

Thanking you,

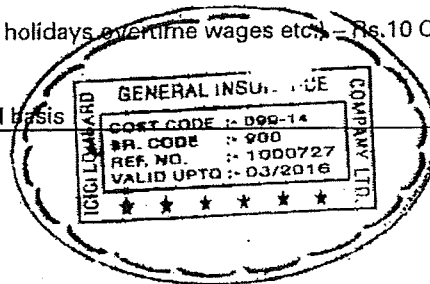
Authorized Signatory
ICICI Lombard General Insurance Co. Ltd.





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 st April 2015 to 31 st March 2016
Premises Insured	All property owned by the proposer or in trust pertaining to operational plant and associated facilities broadly classified as <ul style="list-style-type: none"> • Civil Structures comprising buildings with plinth and foundations, roads, culverts, drains, pipe lines, reservoirs, tanks, compound wall etc • Plant & Machinery, Electrical installations, Instrumentation and controls • Stocks of raw material, fuel, stores & spares, consumables etc., • Off-site facilities such as sea water system, pipe lines, captive jetty, rail transport system, ash pond and transmission lines within the plant boundary.
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
Section- I - Material Damage	
Proposed Deductibles	MD: 5% of claim amount subject to a minimum of Rs.50 Lac per claim / event
Add on Covers	Material Damage (Section I) <ol style="list-style-type: none"> 1. Removal of Debris – Rs.10 Cr. per occurrence 2. Escalation – 20% for BMA. 3. Startup & Shutdown expense – Rs.5 Cr. per occurrence 4. Inadvertent omission – up to 5% of BMA Sum Insured 5. Capital Additions – up to 5% of BMA Sum Insured with a maximum limit of Rs.300 Crores 6. Earthquake Fire & Shock extension – Policy Sum Insured 7. Fire Fighting expenses- on Actuals 8. Leakage, Overflowing, contamination and commingling - Rs.10 Cr. per occurrence 9. Architect & Engineers fee - 5% of claim amount up to a maximum of Rs. 5 Cr. per occurrence 10. Public Authority clause on Actual basis 11. Expediting expenses (express freight, holidays overtime wages etc.) – Rs.10 Cr. per occurrence 12. Loss minimization expenses on Actual basis





13. Minor works – Rs.10 Cr. per occurrence / Rs. 50 Cr in aggregate
14. Temporary Removal – up to Rs.50 Cr. per occurrence
15. Automatic reinstatement of sum insured – up to 10%, prorated additional premium applicable beyond 10%
16. Computer system records – Rs.2 Cr. per occurrence
17. Spontaneous combustion – Limit of Rs.215 Cr
18. RSMD coverage
19. Extra cost for Air freight on actual basis up to a maximum of Rs.5 Cr. per occurrence
20. Designation of Property Clause
21. Additional Customs Duty Clause Limit Rs.15 Crores per occurrence
22. Property held in trust or commission covered
23. Impact damage to jetty and assets thereon by waterborne vessels and Port blockage – Limit Rs. 100 Cr (MD+BI) for 100% limit
24. Property in course of construction including interest of contractors & / or sub-contractors – Limit Rs. 150 Cr e.e.l and in aggregate
25. Money, Currency, Stamp papers, Postal stamps etc – Rs. 1 Cr e.e.l
26. Sea Cables, Sea Pipelines and other associated pipelines are covered upto 5% of MD sum insured for Non-marine perils only.

Section - II - Business Interruption

Indemnity Period.	12 Months for FLOP and MLOP
Proposed Deductibles	FLOP :- 14 Days of Annual Gross Profit. MLOP :- 21 Days of Annual Gross Profit.
Add on Covers	<ol style="list-style-type: none"> 1. Utility extension (Tier I)- 17 % of BI Sum insured. 2. Named Domestic Onshore Supplier premises (Tier I) extension – 20% of BI SI for FLEXA and AOG perils. 3. Named Overseas Onshore Supplier Premises (Tier I) extension – 10% of BI SI for FLEXA perils 4. Named Customer Onshore premises extension – Hassan SS – 20% of BI SI for FLEXA & AOG perils 5. Denial of access – Maximum limit of 4 weeks (over & above the policy time excess) and

