

राजस्थान RAJASTHAN

H 168484

THIS SUPPLEMENTARY POWER PURCHASE AGREEMENT hereinafter called the "Supplementary Agreement" is entered into at Jaipur on the 11th day of January Two Thousand and Eighteen (11.-01.-2018) by and

BETWEEN

M/s Jaipur Vidyut Vitran Nigam Limited, a company incorporated under the Companies Act 1956 having its registered office at Vidhyut Bhavan, Jyoti Nagar, Jaipur - 302 005, India (referred to as 'Procurer 1' or 'JVNL' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and

AND

M/s Ajmer Vidyut Vitran Nigam Limited, a company incorporated under the Companies Act 1956 having its registered office at Hathi Bhata, City Power House, Jaipur Road, Ajmer - 305 001, India (referred to as 'Procurer 2' or 'AVNL' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and


M. D. (RUVML)
JAIPUR

For Adani Power Rajasthan Ltd.


Authorised Signatory

AND

M/s Jodhpur Vidyut Vitran Nigam Limited, a company incorporated under the Companies Act 1956 having its registered office at New Power House, Industrial Area, Jodhpur – 342003, India (referred to as '**Procurer 3**' or '**JdVVNL**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and

AND

M/s Adani Power Rajasthan Limited, a company incorporated under the Companies Act 1956 having its registered office at "Adani House", Near Mithakhali Six Roads, Navarangpura, Ahmedabad- 380 009, India (referred to as '**Seller**' or '**APRL**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

The "Procurer 1", "Procurer 2", and "Procurer 3" are (hereinafter collectively referred to as the "Procurers" and individually as a "Procurer"), and each of the "Procurer" and "the "Seller" are individually referred as "Party" and collectively as the "Parties"

Whereas:

- A. A Power Purchase Agreement dated 28.01.2010 has been executed between the Parties ("**PPA**") with a levelized tariff of Rs. 3.2383 per KWh and the tariff has been adopted by Rajasthan Electricity Regulatory Commission under Section 63 of the Electricity Act 2003 on 31.05.2010.
- B. The Ministry of Coal, Government of India on 22.05.2017 announced a new coal allocation policy viz "Scheme for Harnessing and Allocating Koyla (Coal) Transparently in India" ("**Shakti Policy**") for the power sector for allocation of domestic coal by replacing the existing New Coal Distribution Policy dated 18.10.2007 (NCDP).
- C. The grant of coal linkage from each source will be based on the discount offered on the existing tariff (in Paise / kWh) for the balance period of the PPA.


M. D. (RUVML)
JAIPUR

For Adani Power Rajasthan Ltd.

Authorised Signatory


- D. As per the Shakti Policy, the discount offered by the generating companies would be adjusted from the gross amount of the monthly bill to be raised under the PPA. The discount would be computed with reference to linkage coal supplied under this auction under the Shakti Policy.
- E. As per Shakti Policy, the PPA is required to be amended or supplemented to pass on the aforesaid discount to the Procurers by adjustment from the bill raised there under and the approval of the Rajasthan Electricity Regulatory Commission is required to be obtained as per the provisions of the PPA, the Electricity Act, 2003 and relevant regulations there under.
- F. APRL having an existing PPA participated in the auction process initiated under the Shakti Policy ("**Shakti Auction**") and has been declared as successful bidder for allocation of coal from the following sources & details are as under:

S. No.	Source	No & date of LOI	Grade	Quantity allocated (Tonne)	Levelized Discount (Paise /kWh)
1	NCL	1565 dt 21.12.17	G10	29,17,500	2.00
2	SECL Korea Rewa	2840 dt 21.12.17	G6	5,00,000	2.00
3	SECL others (Korba and Mand-Raigarh)	2841 dt 21.12.17	G12	7,00,000	2.00


Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, the Parties have agreed to amend the PPA for the balance period as follows:

1. The definition of "Monthly Bill" or "Monthly Invoice" in Article 1.1 shall be amended as follows:

"**Monthly Bill**" or "**Monthly Invoice**" shall mean a monthly invoice comprising of Capacity Charges (applicable after Delivery Date) and Energy Charges (as applicable), including incentive and penalty as per Schedule 4 hereof and as adjusted in accordance with Schedule 4A hereof."


M. D. (RUVIL)
JAIPUR

For Adani Power Rajasthan Ltd.


Authorised Signatory

2. Clause 4.2.1 of schedule 4 of the PPA shall be amended as follows:

"4.2.1 Components of Monthly Tariff Payment

The Monthly Bill for any Month in a Contract Year shall consist of the following:

- (i) Monthly Capacity Charge payment in accordance with Clause 4.2.2 of Schedule 4;
- (ii) Monthly Energy Charge for Scheduled Energy in accordance with Clause 4.2.3 of Schedule 4;
- (iii) Incentive determined in accordance with Clause 4.2.4 of Schedule 4 (applicable on a cumulative basis and included in each Monthly Bill);
- (iv) Penalty determined in accordance with Clause 4.2.5 of Schedule 4 (applicable on a cumulative basis and included in each Monthly Bill); and
- (v) Total Discount Amount for all the sources from where linkage coal has been allocated under the SHAKTI Policy, which shall be determined in accordance with Schedule 4A.

3. The following Schedule 4A shall be inserted after Schedule 4 of the PPA :

"SCHEDULE 4A – TARIFF DISCOUNT

- I. The year on year **"Tariff Discount Stream"** applicable for each of the allocated sources for the balance period of the PPA shall be as per tariff discount stream. (attached at Annexure-I,II & III)
- II. The gross amount of Monthly Bill shall be as per the terms and conditions of the concluded PPA and the discount applicable for the respective year shall be reduced from the gross amount of each such Monthly Bill.
- III. For the actual application of the year on year discount, the first year or Year-1 will be said to have commenced from the date of commencement of coal supply under the Fuel Supply Agreement


M. D. (RUVI L)
JAIPUR

For Adani Power Rajasthan Ltd.


Authorised Signatory

entered into by APRL and the relevant fuel supplier as provided under the Shakti Policy. Any period remaining in the last year of the concluded PPA shall be considered to be one year for the purpose of calculating the levelized discount.

- IV. The amount to be passed on as discount to the Procurer shall be computed with reference to the power generation from the corresponding linkage coal supplied under the Shakti Auction. The same will be calculated for each source separately. The Monthly Energy Bill raised by the Seller on the Procurer will be as per the formula mentioned below:

$$\text{Monthly Energy Bill} = \text{EB}_{\text{PPA}} - \text{DA}_{\text{Total}}$$

Where:

EB_{PPA} the amount specified in the Monthly Bill raised by Seller as per the terms and conditions of PPA, without applying the adjustment/ discount as provided for in Schedule 4A.

DA_{Total} Total Discount Amount for all the sources from where linkage coal has been allocated under the SHAKTI Policy. DA_{Total} will be calculated as:

$$\text{DA}_{\text{Total}} = \text{DA}_{\text{Source 1}} + \text{DA}_{\text{Source 2}} + \dots + \text{DA}_{\text{Source N}}$$

$\text{DA}_{\text{Source 1}}$ Discount Amount for linkage coal allocated from source 1 under the SHAKTI Policy

$\text{DA}_{\text{Source 2}}$ Discount Amount for linkage coal allocated from source 2 under SHAKTI Policy

$\text{DA}_{\text{Source N}}$ Discount Amount for linkage coal allocated from source N under SHAKTI Policy

The discount amount for Source 1 and other sources shall be calculated as per the formula mentioned below.

$$\text{DA}_{\text{Source 1}} = \text{TDS}_{\text{Source 1}} \times \text{Actual Generation}_{\text{Source 1}}$$

M. D. (RUVIAL)
JAIPUR

For Adani Power Rajasthan Ltd.


Authorised Signatory

TDS_{Source1} is the discount offered by the Seller for Source 1 on year on year basis as per the "Tariff Discount Stream" applicable for the month.

Actual Generation_{Source1} is the ex-bus generation corresponding to the actual quantity of coal received at Power Station from Source 1 and will be calculated as:

$$\text{Actual Generation}_{\text{Source1}} = \frac{Q_{\text{ACT}} \times \text{GCV}_{\text{ACT}}}{\text{SHR}_{\text{Gross}}} \times (1 - \text{Aux}\%)$$

Where:

Q_{ACT} Actual quantity of coal received at the Power Station from Source 1 under the Shakti Policy FSA for the month in MT.

GCV_{ACT} Actual GCV (on as received basis) of coal received under Shakti Policy FSA at the Power Station from Source 1 for the month in Kcal / Kg based on the assessment conducted by a reputed third party sampling agency.

Aux% 6.5%

$\text{SHR}_{\text{Gross}}$ 2322 kcal/kWh up to 31.03.2014 and 2278 Kcal/ kWh w.e.f. 01.04.2014

4. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of India.

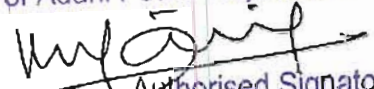
5. JURISDICTION

Any legal proceedings in respect of any matters, claims or disputes under this Supplementary Agreement shall be under the jurisdiction of appropriate courts in Jaipur, Rajasthan.

6. NOTICES

Section 15.12 of the PPA shall apply mutatis mutandis to the Supplementary Agreement.


M. D. (RUVI/L)
JAIPUR

For Adani Power Rajasthan Ltd.

Authorised Signatory

7. MISCELLANEOUS

- (i) This Supplementary Agreement shall amend the PPA to the extent provided herein, and except as set forth in this Supplementary Agreement, the PPA remains unmodified and in full force and effect.
- (ii) All references in the PPA to "this Agreement", "herein", "hereof", "hereunder", "hereto" or expressions of like meaning shall be references to the PPA, as amended by this Supplementary Agreement and as may be amended or supplemented from time to time.
- (iii) This Supplementary Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.
- (iv) This amendment shall be read in conjunction with the PPA and shall form an integral part of the same. All the provisions of the PPA, except to the extent modified shall continue to remain same.
- (v) This amendment shall be without prejudice to the rights and contentions of the Parties in any of the cases pending before any court of law and pertaining to the PPA.

This agreement shall be effective subject to the approval of Rajasthan Electricity Regulatory Commission

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS SUPPLEMENTARY AGREEMENT ON THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE THROUGH THEIR AUTHORISED REPRESENTATIVE(S) AT JAIPUR.

FOR AND ON BEHALF OF

For Adani Power Rajasthan Ltd.


R.K. JAIN
Authorised Signatory
(M/s ADANI POWER RAJASTHAN LTD)

WITNESSES

FOR AND ON BEHALF OF


R. K. Srivastava
MD, RUVNL

(PROCURERS)


WITNESSES

नॉदर्न कोलफील्ड्स लिमिटेड
(मिनीरत्ना कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)



Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

विपणन एवं विक्रय विभाग / Marketing & Sales Department



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889 Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266605, (FAX) 266640 email: msales.ncl@coalindia.in website : www.nclcil.in

No.NCL/SGR/Sales/17-18 /565

Date: 21.12.2017

To
Mr. Patel Savan Jayendrakumar
M/s Adani Power Rajasthan Limited
Adani Power Rajasthan Limited
Village Kawai Salpura Tehsil Atru
Baran Baran 325218 Rajasthan

Subject: Declaration of Provisional Successful Bidder pursuant to Auction Process

Dear Sir/Madam,

Pursuant to the Scheme Document dated 16.08.2017 for auction of coal linkages for IPPs having already concluded long term PPAs ("Scheme Document"). I am directed to declare **M/s Adani Power Rajasthan Limited** as the Provisional Successful Bidder for award of the quantity of coal specified in **Schedule I**. This declaration is in pursuance of the provisions contained in the Scheme Document and the fulfilment of Conditions to Auction and the participation in the Auction by the Bidder in respect of the Specified End Use Plant **Adani Power Rajasthan Limited**.

Details of the Specified End Use Plant, the Provisional Allocated Quantity and other relevant details are set out in **Schedule I**.

Upon fulfilment of the provisions of Clause 3.6.6, as per Clause 3.6.8 of the Scheme Document, the Provisional Successful Bidder is required to submit the documents specified therein within the prescribed timelines. Upon submission of the required documents to our satisfaction, the Provisional Successful Bidder shall be declared as the Successful Bidder.

The Successful Bidder shall be required to depute an Authorised Signatory to execute the Fuel Supply Agreement ("FSA") on its behalf. The Authorised Signatory deputed by the Successful Bidder should be present at the aforementioned time and place *inter alia* along with: (a) original documents confirming identity of such person along with a self-attested photocopy of the same; and (b) true copy of power of attorney in favour of the Authorised Signatory to execute the FSA including the extract of the charter documents or documents such as a board or shareholders resolution authorizing the execution of such power of attorney and or the FSA.

The Authorised Signatory should also procure 2 (two) sets of non-judicial stamp papers of Rs. 500/- each for execution of the FSA and submit the same at the time of execution of the FSA.

The Subsidiary may, at any time prior to execution of the FSA, determine whether the documents, information and/or payments in relation to the Conditions to Auction have been submitted or received from the Bidder in accordance with the requirements of the Scheme Document. The Subsidiary reserves the right to *inter alia* cancel this Letter of Intent ("LOI"), disqualify the Bidder and forfeit the Process Fee and the Bid Security per Clause 5 of the Scheme Document.

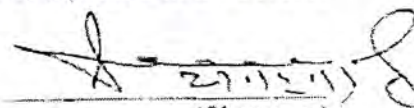
For Adani Power Rajasthan Ltd.

M. D. (RUIV/L)

Authorised Signatory

This LOI is only indicative of the quantity allocated to you and any entitlement to such quantities of coal are subject to execution of the FSA in accordance with the provisions of the Scheme Document and satisfaction of the conditions prescribed in the FSA.

The terms of the Scheme Document are incorporated in this LOI by reference and form part of this LOI. The relevant Subsidiary shall be entitled to exercise all its rights and remedies as stipulated in the Scheme Document.


(Signatory)

Acknowledged and Accepted by:

(Signatory)

Note:

The format of LOI set out hereinabove is merely indicative in nature. CIL/the relevant Subsidiary reserves the right to modify or amend the same at its sole and absolute discretion.

In the event that this letter of intent is not signed and the contents hereof are not acknowledged and accepted by the Successful Bidder within 45 days hereof, the Successful Bidder shall no longer be entitled to receive the Allocated Quantity and we shall have the right to forfeit the Bid Security and the Process Fee.

Schedule 1: Details of Specified End Use Plant and Allocated Quantity

Name of Successful Bidder: *M/s Adani Power Rajasthan Limited*

Details of Specified End Use Plant-


Name of Specified End Use Plant	Address	Capacity
Adani Power Rajasthan Limited	Village Kawai Salpura Tehsil Atru Baran Baran 325218 Rajasthan	Kawai Rajasthan 1320 MW- 2x660 MW

Allocated Quantity in Auction and other details pertaining thereto-

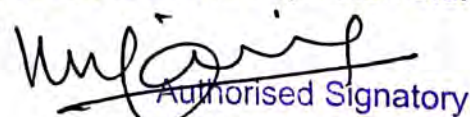
S. No.	Subsidiary Name	Source	Mode	Indicative Range of Grades	Source Grade	Quantity Provisionally Allocated (Tonne)	Levelling Discount (paise/kWh)
1	NCL	NCL	Rail/Road/Captive^	G8-G14	G10	2,917,500	2

^Captive Mode developed by the consumer


21.12.17


M. D. (RUVI/L)
JAIPUR

For Adani Power Rajasthan Ltd.


Authorised Signatory

YoY Discount Break Up Report

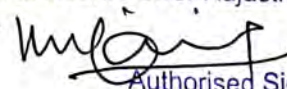
Select a Event :	MSTC/ERO/Coal India Limited - SHAKTI4/New Town/17-18/10695 [149601] ▼
Select a Buyer :	mstc/Adani Power Rajasthan Limited/85930 [82016] ▼
Select a source :	NCL [2305857] ▼

Bidder Reg No mstc/Adani Power Rajasthan Limited/85930
 Source NCL
 Discount in SPO 2.0 (paisa/KW hr)

PPA No	Yea r 1	Yea r 2	Yea r 3	Yea r 4	Yea r 5	Yea r 6	Yea r 7	Yea r 8	Yea r 9	Yea r 10	Yea r 11	Yea r 12	Yea r 13	Yea r 14	Yea r 15	Yea r 16	Yea r 17	Yea r 18	Yea r 19	Yea r 20	Yea r 21	Yea r 22	Calculated levelized discount (in paisa/KW hr)
PPA 1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00

[Handwritten Signature]


 M. D. (RUVI/L)

For Adani Power Rajasthan Ltd.

 Authorised Signatory



South Eastern Coalfields Limited

(A MINIRATNA PSU)
CIN : U10102CT1985GOI003161
Regd. Office: Seepat Road, Bilaspur (CG) - 495 006
MARKETING & SALES DEPARTMENT
Phone: 07752-246322, Fax: 07752-246472
Website: www.secl.gov.in



No. SECL/BSP/M&S/FSA/SHAKTI/LOI/4/85930/APRL/ 2840

Date: 21.12.2017

LOI

By Regd. Post/e-mail

To,
Shri Patel Savan Jayendrakumar,
M/s Adani Power Rajasthan Limited,
Village Kawai Salpura Tehsil
Atru Baran Baran 325218 Rajasthan

Subject: Declaration of Provisional Successful Bidder pursuant to Auction Process

Dear Sir/Madam,

Pursuant to the Scheme Document for auction of coal linkages for IPPs having already concluded long term PPAs dated 16.08.2017 ("Scheme Document"), I am directed to declare M/s **Adani Power Rajasthan Limited** as the Provisional Successful Bidder for award of the quantity of coal specified in **Schedule 1**. This declaration is in pursuance of the provisions contained in the Scheme Document and the fulfilment of Conditions to Auction and the participation in the Auction by the Bidder in respect of the Specified End Use Plant **Adani Power Rajasthan Limited**.

Details of the Specified End Use Plant, the Provisional Allocated Quantity and other relevant details are set out in **Schedule 1**.

Upon fulfilment of the provisions of Clause 3.6.6, as per Clause 3.6.8 of the Scheme Document, the Provisional Successful Bidder is required to submit the documents specified therein within the prescribed timelines. Upon submission of the required documents to our satisfaction, the Provisional Successful Bidder shall be declared as the Successful Bidder.

The Successful Bidder shall be required to depute an Authorised Signatory to execute the Fuel Supply Agreement ("FSA") on its behalf. The Authorised Signatory deputed by the Successful Bidder should be present at the aforementioned time and place *inter alia* along with: (a) original documents confirming identity of such person along with a self-attested photocopy of the same; and (b) true copy of power of attorney in favour of the Authorised Signatory to execute the FSA including the extract of the charter documents or documents such as a board or shareholders resolution authorizing the execution of such power of attorney and/or the FSA.

The Authorised Signatory should also procure 2 (two) sets of non-judicial stamp papers of Rs. 100/- each for execution of the FSA and submit the same at the time of execution of the FSA.

The Subsidiary may, at any time prior to execution of the FSA, determine whether the documents, information and/or payments in relation to the Conditions to Auction have been submitted or received from the Bidder in accordance with the requirements of the Scheme Document. The Subsidiary reserves the right to *inter alia* cancel this Letter of Intent ("LOI"), disqualify the Bidder and forfeit the Process Fee and the Bid Security per Clause 5 of the Scheme Document.

Contt.....2

M. D. (RIVIAL)

For Adani Power Rajasthan Ltd.

Authorised Signatory

-:2:-

This LOI is only indicative of the quantity allocated to you and any entitlement to such quantities of coal are subject to execution of the FSA in accordance with the provisions of the Scheme Document and satisfaction of the conditions prescribed in the FSA.

The terms of the Scheme Document are incorporated in this LOI by reference and form part of this LOI. The relevant Subsidiary shall be entitled to exercise all its rights and remedies as stipulated in the Scheme Document.

Acknowledged and Accepted by:

(Signatory)

Note:

The format of LOI set out hereinabove is merely indicative in nature. CIL/the relevant Subsidiary reserves the right to modify or amend the same at its sole and absolute discretion.

In the event that this letter of intent is not signed and the contents hereof are not acknowledged and accepted by the Successful Bidder within 45 days hereof, the Successful Bidder shall no longer be entitled to receive the Allocated Quantity and we shall have the right to forfeit the Bid Security and the Process Fee.

Schedule 1: Details of Specified End Use Plant and Allocated Quantity

Name of Successful Bidder: M/s Adani Power Rajasthan Limited

Details of Specified End Use Plant

Name of Specified End Use Plant	Address	Capacity
Adani Power Rajasthan Limited	Village Kawai Salpura Tehsil Atru Baran Baran 325218 Rajasthan	Kawai Rajasthan 1320 MW 2x660 MW

Allocated Quantity in Auction and other details pertaining thereto

S. No.	Subsidiary Name	Source	Mode	Indicative Range of Grades	Source Grade	Quantity Provisionally Allocated (Tonne)	Levellised Discount (paise/kWh) #
1	SECL	Korea Rewa	Rail/Road/Captive^	G5-G7	G6	500,000	2

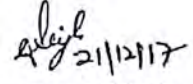
^ Captive Mode developed by the consumer

Details of YoY discount Break-up Report is enclosed at Annex-1.


M. D. (RUVI)
JAIPUR

For Adani Power Rajasthan Ltd.

Authorised Signatory


General Manager (M&S)
SECL, Bilaspur
महाप्रबंधक (विक्रय एवं वितरण)
एस.ई.सी.एल.बिलासपुर
General Manager (S&M)
S.E.C.L.BILASPUR

Home | Back

YoY Discount Break Up Report

Select a Event :	MSTC/ERO/Coal India Limited - SHAKTI4/New Town/17-18/10695 [149601]
Select a Buyer :	mstc/Adani Power Rajasthan Limited/85930 [82016]
Select a source :	SECL Korea Rewa [2305859]

Bidder Reg No mstc/Adani Power Rajasthan Limited/85930
Source SECL Korea Rewa
Discount in SPO 2.0 (paisa/KWhr)

PPA No	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Calculated levelized discount (10 years) (paisa/KWhr)
1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00

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महाप्रबंधक (विक्रय एवं विपणन)
एस.ई.सी.एल.बिलासपुर
General Manager (S&M)
S.E.C.L.BILASPUR
[Handwritten signature]

[Handwritten signature]
M. D. (RIVIAL)

For Adani Power Rajasthan Ltd.
[Handwritten signature]
Authorised Signatory



South Eastern Coalfields Limited

(A MINIRATNA PSU)
CIN : U10102CT1985GO1003161
Regd. Office: Seepat Road, Bilaspur (CG) - 495 006
MARKETING & SALES DEPARTMENT
Phone: 07752-246322, Fax: 07752-246472
Website: www.secl.gov.in



No. SECL/BSP/M&S/FSA/SHAKTI/LOI/5/85930/APRL/284/

Date: 21.12.2017

LOI

By Regd. Post/e-mail

To,
Shri Patel Savan Jayendrakumar,
M/s Adani Power Rajasthan Limited,
Village Kawai Salpura Tehsil
Atru Baran Baran 325218 Rajasthan

Subject: Declaration of Provisional Successful Bidder pursuant to Auction Process

Dear Sir/Madam,

Pursuant to the Scheme Document for auction of coal linkages for IPPs having already concluded long term PPAs dated 16.08.2017 ("Scheme Document"), I am directed to declare M/s **Adani Power Rajasthan Limited** as the Provisional Successful Bidder for award of the quantity of coal specified in **Schedule 1**. This declaration is in pursuance of the provisions contained in the Scheme Document and the fulfilment of Conditions to Auction and the participation in the Auction by the Bidder in respect of the Specified End Use Plant **Adani Power Rajasthan Limited**.

Details of the Specified End Use Plant, the Provisional Allocated Quantity and other relevant details are set out in **Schedule 1**.

Upon fulfilment of the provisions of Clause 3.6.6, as per Clause 3.6.8 of the Scheme Document, the Provisional Successful Bidder is required to submit the documents specified therein within the prescribed timelines. Upon submission of the required documents to our satisfaction, the Provisional Successful Bidder shall be declared as the Successful Bidder.

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Contt.....2

M. D. (RUIVIL)
JAN 3

For Adani Power Rajasthan Ltd.

Authorised Signatory

This LOI is only indicative of the quantity allocated to you and any entitlement to such quantities of coal are subject to execution of the FSA in accordance with the provisions of the Scheme Document and satisfaction of the conditions prescribed in the FSA.

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Acknowledged and Accepted by:

(Signatory)

Note:

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In the event that this letter of intent is not signed and the contents hereof are not acknowledged and accepted by the Successful Bidder within 45 days hereof, the Successful Bidder shall no longer be entitled to receive the Allocated Quantity and we shall have the right to forfeit the Bid Security and the Process Fee.

Schedule 1: Details of Specified End Use Plant and Allocated Quantity

Name of Successful Bidder: M/s Adani Power Rajasthan Limited

Details of Specified End Use Plant

Name of Specified End Use Plant	Address	Capacity
Adani Power Rajasthan Limited	Village Kawai Salpura Tehsil Atru Baran Baran 325218 Rajasthan	Kawai Rajasthan 1320 MW 2x660 MW

Allocated Quantity in Auction and other details pertaining thereto

S. No.	Subsidiary Name	Source	Mode	Indicative Range of Grades	Source Grade	Quantity Provisionally Allocated (Tonne)	Levellers Discount (paise/kWh) #
1	SECL	Others (Korba & Mand-Raigarh)	Rail/Road/Captive^	G10-G15	G12	700,000	2

^ Captive Mode developed by the consumer

Details of YoY discount Break-up Report is enclosed at Annex.-1.

M. A. (RIVIL)
JAIPUR

For Adani Power Rajasthan Ltd.
Authorised Signatory

21/12/17
General Manager (M&S)
SECL, Bilaspur
महाप्रबंधक (विक्रय एवं विपणन)
एस.ई.सी.एल.बिलासपुर
General Manager (S&M)
S.E.C.L.BILASPUR

ANNEX-1

Home/Back

YoY Discount Break Up Report

Select a Event :	MSTC/ERO/Coal India Limited - SHAKTI/4/New Town/17-18/10695 [149601]
Select a Buyer :	mstc/Adani Power Rajasthan Limited/85930 [82016]
Select a source :	SECL Others Korba and Mand Raigarh [2305860]

Bidder Reg No	mstc/Adani Power Rajasthan Limited/85930
Source	SECL Others Korba and Mand Raigarh
Discount in SPO	2.0 (paisa/KW hr)

PPA No	Yea r 1	Yea r 2	Yea r 3	Yea r 4	Yea r 5	Yea r 6	Yea r 7	Yea r 8	Yea r 9	Yea r 10	Yea r 11	Yea r 12	Yea r 13	Yea r 14	Yea r 15	Yea r 16	Yea r 17	Yea r 18	Yea r 19	Yea r 20	Yea r 21	Yea r 22	Calculated levelized discount (in paisa/KW hr)
PPA 1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00

[Handwritten signature]

[Handwritten signature]
 महाप्रबंधक (विक्रय एवं विपणन)
 एस.ई.सी.एल.बिलासपुर
 General Manager (S&M)
 S.E.C.L.BILASPUR
[Handwritten signature]

[Handwritten signature]
 M. D. (BILAL)

For Adani Power Rajasthan Ltd.

[Handwritten signature]
 Authorised Signatory