

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT



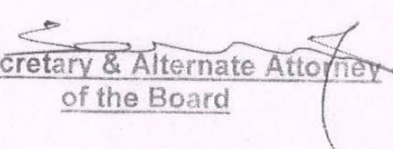
ISO 9001, 14001 & OHSAS 18001 Port

- b) Payment of estate dues i.e., land lease rentals for an amount of Rs.10,35,78,039/-,
- c) Payment of Liquidated Damages amounting to Rs.10,04,44,700/- for the delay in completion of project beyond 18.06.2015(date as determined by IE) upto 20.03.2017,
- d) Payment of electricity consumption charges amounting to Rs.38,04,026/-, and water supply consumption charges of Rs 6,900/-

Further, the parties and lenders also failed to arrive at an agreement in accordance with Article 15.4. Therefore please take notice that the Concessing Authority in exercise of its rights under Article 16, issue this termination notice by fixing the termination period as 90 days and the Concession Agreement shall stand terminated on expiry of the above termination period without further notice.

Copy of this termination notice may please be acknowledged.

Yours faithfully,


Dy. Secretary & Alternate Attorney
of the Board

Copy to: M/s SEW Vizag Coal Terminal Private Limited,
Flat No. 201, Visram Towers,
Kailash Metta,
Visakhapatnam – 530 003



VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT



ISO 9001, 14001 & OHSAS 18001 Port

No.IENG/EE (PPP)/EQ-1A/SVCTPL/2017/229
Dt. 03-04-2017.

✓ To,
M/s. SEW Vizag Coal Terminal Private Limited,
6-3-871, 'Snehalata',
Greenlands Road,
Begumpet,
Hyderabad – 500 016.

Fax.No.+91 40 663 000 01

Sir(s)

Sub:- Development of East Quay-1A (EQ-1A) berth on south side of EQ-1 berth in the Inner Harbour of Visakhapatnam Port on DBFOT basis – Issuance of Termination Notice - Reg.

- Ref:- 1) Concession Agreement dated 03.02.2012,
2) Consultation Notice No.IENG/EE(PPP)/EQ-1A/SVCTPL/2016/09, dt.16.2.2016
3) Minutes of Consultation meeting dated 14.03.2016
4) Minutes of meeting dated 24.05.2016
5) Minutes of meeting dated 05.07.2016
6) Minutes of meeting dated 19.09.2016 & 26.09.2016
7) Minutes of meeting dated 21.10.2016.
8) Minutes of meeting dated 28.11.2016.
9) Minutes of meeting dated 14.02.2017.

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Please refer to the Consultation notices cited and the periodical extensions for curing the event of default.

In this context, it is to state that inspite of reasonable and sufficient opportunity you have failed to cure the event of default.

The lenders also failed to exercise their rights available under the Concession Agreement; hence the Concessioneing Authority is left with no option except to proceed further in terms of the Concession Agreement.

As per the provisions of the Concession Agreement, if the underlying event of default is neither cured nor waived nor the parties and lenders have agreed upon any of the measures in accordance with Article 15.4, the party who has issued the Consultation Notice shall have the right to terminate the Concession Agreement.

In view of the above and as you failed to cure the following events of default;

- a) Delay in project completion and slippage of milestones/ timelines indicated in Concession Agreement