

दि ओरिएण्टल इश्योरेंस कम्पनी लिमिटेड

(भारत सरकार का उपकरण)



THE ORIENTAL INSURANCE COMPANY LIMITED

पंजीकृत कार्यालय : ओरिएण्टल हाऊस पो. बो. नं० 7037  
ए-25/27, आसफ अली रोड, नई दिल्ली-110002

(A Govt. of India Undertaking)  
Regd. Office : Oriental House, P.B. No. 703  
A-25/27, Asaf Ali Road, New Delhi - 110002



Cover Note No : 250000790676  
Insureds' Code : 67684613  
Insured's Name : UJVN LTD  
Address : (GSTN : 05AAACU6672R1ZN)  
UJJAWAL, MAHARANI BAGH  
GMS ROAD, DEHRADUN  
Uttarakhand - 248001  
Tel/Fax/Email : 0 / 0 / insurancecell@ujvnl.com

Cover Note Dt : 22/09/2021  
Issuing Office Code : 253200 - DO DEHRADUN  
Issuing Office : 253200 - DO DEHRADUN  
Address : (GSTN : 05AAACT0627R4Z)  
4-B, 1st Floor, Sachdeva Colony  
(Opp-Nainital Bank Ltd.)  
Haridwar Road, Dehradun  
DEHRADUN UTTARAKHAND-248001  
Tele/Fax/Email : 0135-2729715, 2729721/0135-2729917

Agent/Broker Details  
Dev. Off. Code :  
Agent/Broker : LF000000005 M/S MARSH INDIA INSURANCE BROKERS PRIVATE LTD  
Address : 1, INDIA BULL CENTRE TOWER-2, SENAPATI BAPAT MARG, ELPHINSTON ROAD(W), MUMBAI  
MAHARASHTRA 400012, MOB NO 7045922442, 7045922442 TEL NO 022-66512977  
Tel/Fax/Email : 022-66512977 / 7045922442 //

Period of Insurance : FROM 00:00 ON 22/09/2021 TO MIDNIGHT OF 28/02/2022

Collection No & Dt : CHQ 2226002040 - 24/09/2021 GST INVOICE NO : 052084828 UIN : 0

Gross Premium : 5,06,22,441 GST : 91,12,040 Stamp Duty : .5 Total : 5,97,34,481

RISK DETAILS

Site of Erection : VYASI HYDRO ELECTRIC PROJECT  
NEAR - HATHIYARI VILLAGE  
DIST - DEHRADUN  
DEHRADUN - 248158

Occupancy of the Project : 120 MW Vyasi Hydro Power Project

Escalation % : 0

Insured Items

Contract Price

Sum Insured

323,88,00,000

Sum Insured In Words : Indian Rupees Three Hundred Twenty Three Crores Eighty Eight Lakhs Only

Total Premium In Words : Indian Rupees Five Crore Ninety-Seven Lakhs Thirty-Four Thousand Four Hundred Eighty-One only

Place: DEHRADUN

Date : 24/09/2021

In case of any query regarding the policy, please call Toll  
Free No. 1800 11 8485 or 011 33208485

CIN : U66010DL1947GOJ007158 All the Amounts mentioned in this Policy are in Indian Rupee

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पंजीकृत कार्यालय: 25/27, आसफ अली रोड, नई दिल्ली-110002

Regd. Office : Oriental House, P.B. No. 7037  
A-25/27, Asaf Ali Road, New Delhi - 110002

ए-25/27, आसफ अली रोड, नई दिल्ली-110002

### ADD ON COVERS AND CONDITIONS :

- MR 006 - Overtime, night work, night work on public holidays and express freight -Limit: 10% of the claim amount subject to maximum INR 10 crores
- MR 007 Extra charges for airfreight -Limit: 10% of the claim amount subject to maximum of INR 5 crores
- MR 008 Structures in earthquake zones
- MR 013 Property in off-site storage INR 10 crores any one occurrence
- MR 103 - Crops, forests and cultures
- MR 107 Camps and stores - INR 10 crores for camps, INR 5 crores per storage unit
- MR 109 Construction material - 3 days, 50 years
- MR 110 Safety measures with respect to precipitation, flood and inundation, 50 years
- MR 114 Serial losses
- MR 112 Fire-fighting facilities and fire safety on construction sites -Limit: INR 10 crores per storage unit
- MR 121 Piling foundation and retaining wall works
- Removal of debris (excluding foreign debris) - INR 10 crores AOA and in AGG
- Communicable disease clause as per treaty
- DE3
- Dewatering Clause - EPI -46
- LEG Tunnel works clause - 100%
- 72 Hour clause
- Temporary works- Rs 5 crores in AGG
- Munich Re Wet risk warranty
- Professional Fees, Architect /Surveyor's and Consulting Engineers Fees- Rs 5 crores in aggregate
- 1000 liters per minute pumping capacity at each face

### OTHER CONDITIONS :

- Excluding Workmen's Compensation/ Employer's Liability;
- Excluding any Road Traffic Acts Cover (or equivalent Public Liability Cover) for Motor Vehicles;
- Excluding any Professional Indemnity / Directors and Officers Liability;
- Excluding any Fines, Penalties, Punitive Damages and Exemplary Damages;
- Excluding any Malicious, reckless or intentional behavior, misconduct or fraud;
- Excluding any War, Civil War and Terrorism exclusion - NMA 2919 and NMA 464 (to be read in conjunction with each other);
- Cyber Exclusion Clause - LMA5401;
- Excluding any Radioactive contamination, chemical, biological, biochemical and electromagnetic weapons exclusion - CL370;
- Cyber Attack Exclusion Clause - CL380;

### Exclusion

- ALOP
- CPM
- TPL
- Access Road
- Terrorism

Place: DEHRADUN

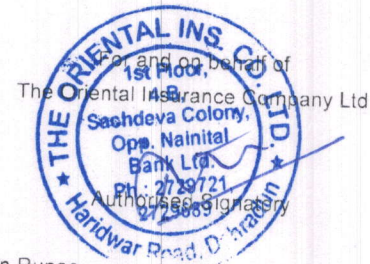
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Regd. Office : Oriental House, P.B. No. 7037  
A-25/27, Asaf Ali Road, New Delhi - 110002

पंजीकृत कार्यालय : आसफ अली रोड, नई दिल्ली-110002  
ए-25/27, आसफ अली रोड, नई दिल्ली-110002

## OTHER CONDITIONS

Sanctions Limitation & Exclusion Clause - LMA 3100;  
Communicable Disease Exclusion Clause - LMA 5397;  
Radioactive Contamination Exclusion Clause - NMA 1622;  
Fraudulent claims clause - LMA 5062;  
Claims Cooperation Clause - NMA 2737;  
Electronic Data Endorsement B - NMA 2915;  
Political Risk Exclusion Clause;  
Total Asbestos Exclusion Clause;  
Nuclear Energy Risk Exclusion (Reinsurance) 1994 - NMA 1975a (Worldwide excluding USA, Canada);  
Industry Seepage, Pollution and Contamination Exclusion Clause- NMA 1685;  
Total Asbestos Exclusion Clause;  
Toxic Mould Exclusion Clause;  
Reinsurer's Liability Several and Not Joint - LMA 3333;

## DEDUCTIBLES:

### Section 1: Material Damage:

10% of the claim minimum INR 7.5 crores for AOG, tunneling works, Collapse, Underground works, Surge Shaft, tail race channel, Design Defect, Subsidence, Testing, flood, Inundation  
All other losses : 5% of the claim amount subject to a minimum of INR 2 crores

**Limit of liability:** For AOG (EQ and/or Flood and/or Inundation and/or Glacier outburst) and/or Tunnel collapse - INR 90 crores in aggregate for project Period

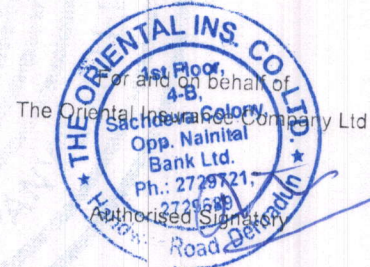
**CHOICE OF LAW AND JURISDICTION :** Laws of Republic of India

**DISPUTE RESOLUTION :** As per Indian Arbitration and Conciliation Act 1996 and subsequent amendments till the date loss

**TERRITORIAL LIMITS :** Uttarakhand, India

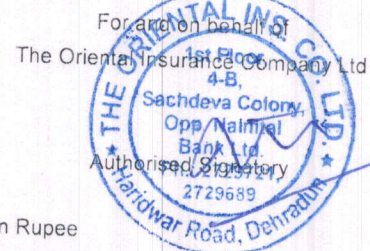
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पंजीकृत कार्यालय: भारत सरकार, नई दिल्ली-110002  
ए-25/27, आसफ अली रोड, नई दिल्ली-110002



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A-25/27, Asaf Ali Road, New Delhi - 110002

## Endorsement 006

**Cover of extra charges for overtime, night work, work on public holidays, express freight**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

**Limit of indemnity: 10% of claim amount subject to Maximum INR Rs 10 Crores**

## Endorsement 007

**Cover of extra charges for airfreight**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for airfreight.

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

Provided further that the maximum amount payable under this Endorsement in respect of airfreight shall not exceed the amount stated below during the period of insurance.

**Maximum amount payable: 10% of Claim Amount subject to Maximum of Rs INR 5 Crores**

## Endorsement 008

**Warranty concerning structures in earthquake zones**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

## Endorsement 013

**Property in off-site storage**

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

Place: DEHRADUN

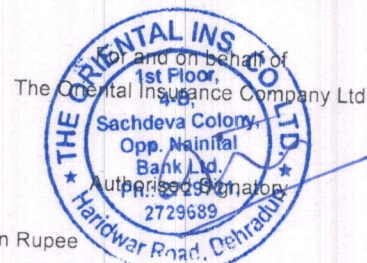
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- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

**Territorial limits of: Uttarakhand, India**

**Maximum value per storage unit:**

**Limit of indemnity (any one occurrence): INR 10 Crores**

**Endorsement 107**

**Warranty concerning camps and stores**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of

INR 10 Crores – for camps,

INR 5 Crores – for each individual storage unit.

**Endorsement 109**

**Warranty concerning construction material**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 50-year floods.

**Endorsement 110**

**Special conditions concerning safety measures with respect to precipitation, flood and inundation**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 50 years for the location insured on the basis of the statistics prepared by the meteorological agencies;

Place: DEHRADUN

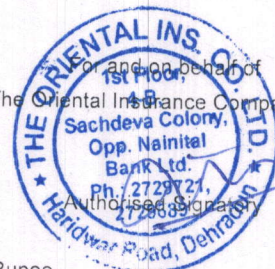
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(भारत सरकार का उपकर्म)

पंजीकृत कार्यालय: ओरिएण्टल हाउस, प.बी. नं. 7037, 200/44/2022/7  
ए-25/27, आसफ अली रोड, नई दिल्ली-110002



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Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

### Endorsement 112

#### Special conditions concerning fire-fighting facilities and fire safety on construction sites

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;

2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;

3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;

4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;

5. a "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to

- grinding, cutting or welding operations,
- use of blow lamps and torches,
- application of hot bitumen,

or any other heat-producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished;

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;

Place: DEHRADUN

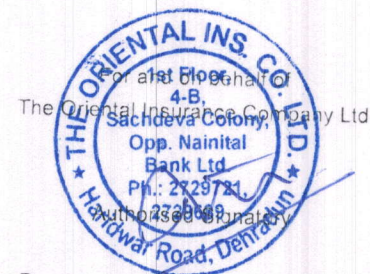
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पंजीकृत कार्यालय : ओरिएण्टल हाउस, प.बी. नं. 7037, ए-25/27, आसफ अली रोड, नई दिल्ली-110002



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7. a Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times;

8. the site is fenced off and access controlled.

Value per storage unit : INR 10 Crores

## Endorsement 114

### Serial losses

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the policy deductible for each loss:

100% of the first 2 losses

80% of the 3rd loss

60% of the 4th loss

50% of the 5th loss

Further losses shall not be indemnified.

## Endorsement 121

### Special conditions concerning piling foundation and retaining wall works

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of **expenses incurred**

1. for replacing or rectifying piles or retaining wall elements

- a) which have become misplaced or misaligned or jammed during their construction,
- b) which are lost or abandoned or damaged during driving or extraction, or
- c) which have become obstructed by jammed or damaged piling equipment or casings,

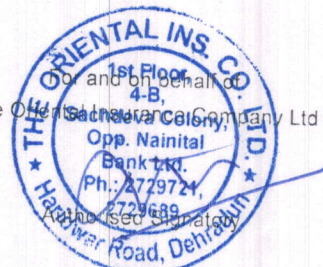
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पंजीकृत कार्यालय : आसफ अली रोड, नई दिल्ली-110002  
Attached to asaf forming road policy number 70253200/44/2022/7



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2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

### Communicable Disease Exclusion Clause

1. Notwithstanding any provision, clause or term of this [Reinsurance Contract] to the contrary, this [Reinsurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

- a. Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/or occurring concurrently or in any sequence thereto, and
  - b. pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
- a. the disease includes, but is not limited to, an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
  - b. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
  - c. the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
  - d. the disease, substance or agent is such:
    - . that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
    - . that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (COVID -19) and any variation or mutation thereof.

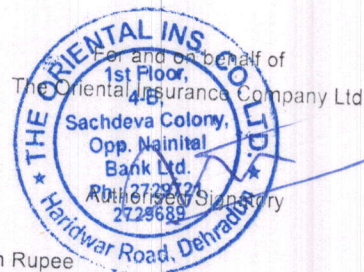
e. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

Place: DEHRADUN

Date: 24/09/2021

In case of any query regarding the policy, please call Toll  
Free No. 1800 11 8485 or 011 33208485

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CIN : U66010DL1947GOI007158

कंपनी अपनी पत्राचार पॉलिसी जारीकर्ता कार्यालय से ही करें।



दि ओरिएण्टल इश्योरेंस कम्पनी लिमिटेड

(भारत सरकार का उपक्रम)

पंजीकृत कार्यालय: ओरिएण्टल हाउस, प.बी. नं. 7037  
ए-25/27, आसफ अली रोड, नई दिल्ली-110002



THE ORIENTAL INSURANCE COMPANY LIMITED

(A Govt. of India Undertaking)

Regd. Office : Oriental House, P.B. No. 7037  
A-25/27, Asaf Ali Road, New Delhi - 110002

f. any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to reinsured premises, or customer and or supplier premises (including service/utility providers), or

g. change in consumer behaviour, or

h. an absence of infected employees or employees suspected of being infected shall not be covered by this [Reinsurance Contract].

3. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [Reinsurance Contract] that is affected by such Communicable Disease.

4. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [Reinsurance Contract] (including but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [Reinsurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion; (2) no change in the law, clause or similar provision; (3) no follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance, coverage or protection under this [Reinsurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].

5. If the [reinsurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [Reinsurance Contract] the burden of proving the contrary shall rest in the [reinsured].

#### EPI 46 Ground Water Pumping

It is agreed that in Section 1, Material Damage the following is added to 1.2 Exclusions to Section 1:  
Insurers will not indemnify the Insured in respect of:

(a) any loss or damage arising directly or indirectly from breakdown of any groundwater pumping system unless standby pumping facilities, equivalent to at least the capacity of the largest operating pump, are installed and ready for immediate use prior to the commencement of the pumping operations; and

(b) any costs or expenses incurred in respect of groundwater pumping operations.

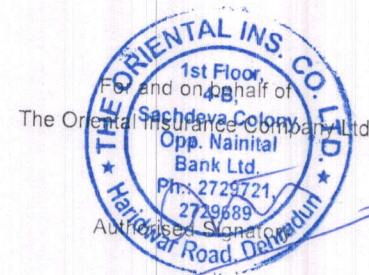
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