

उत्तर प्रदेश UTTAR PRADESH

DP 823900

**SUPPLEMENTARY POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED**  
**AND**  
**UTTAR PRADESH POWER CORPORATION LIMITED**  
**For Anpara 'A' TPS**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 21 MAR day of 2017. Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

WHEREAS

- A. A Power Purchase Agreement for Anpara 'A' (3 x 210 MW) TPS signed on 26<sup>th</sup> day of May 2011 between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31<sup>st</sup> March 2014.
- B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).

Now therefore, in view of foregoing premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows :

- 1- The clause 2.0 (Term of agreement) of the Power Purchase Agreement for Anpara 'A' TPS signed on 26<sup>th</sup> day of May 2011 is modified to the extent as follows:

"The term of agreement shall be for a period of five (5) years **starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> March 2019**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for Anpara 'A' TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective."

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for Anpara 'A' TPS signed on 26<sup>th</sup> day of May 2011 as follows:

"For supply of startup or backup power to generating station of Anpara A of UPRVUNL should enter into a contract with distribution licensee for supply of a quantified startup or backup power. According to the contract, the distribution licensee shall submit a standing injection schedule with SLDC for supply of such power to generating station of UPRVUNL. Implemented schedule shall be made for the power drawn by the generating station by grossing up the power at the periphery of the distribution licensee with due accounting of transmission losses."

- 3- All other conditions of Power Purchase Agreement signed on 26<sup>th</sup> day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
- 4- In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.



This supplementary Power Purchase Agreement is subject to approval by UPERC.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

SIGNED AND DELIVERED BY UPRVUNL (Seller)  
By the hand of its authorized official

Name..... श्याम नारायण.....  
अभियन्ता (वाणिज्य)  
शक्ति भवन, लखनऊ  
Title .....

In the presence of:

1. Witness Rupak Mohank  
SEI (com) vnl
2. Witness Rajeev Sankar  
EE (com)
- Rama Sivastav  
AE (ABT)

SIGNED AND DELIVERED BY UPPCL (Purchaser)  
By the hand of its authorized official

Name.....  
(वी० पी० श्रीवास्तव)  
मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कारपोरेशन लि०  
शक्ति भवन लखनऊ  
Title .....

In the presence of:

1. Witness V. K. Ashram  
SEI (PPA)
2. Witness H. Aslam  
(H. Aslam)  
EE, PPA



उत्तर प्रदेश UTTAR PRADESH

DP 823901

21 FEB 2017

**SUPPLEMENTARY POWER PURCHASE AGREEMENT  
BETWEEN  
UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED  
AND  
UTTAR PRADESH POWER CORPORATION LIMITED  
For OBRA 'A' TPS**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 21 MAR day of 2017 Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

WHEREAS

- a. A Power Purchase Agreement for **Obra 'A'** (2x50 \* + 1x94 MW)TPS signed on **26<sup>th</sup> day of May 2011** between UPRVUNL , and UPPCL. for purchase of power generated is valid upto 31<sup>st</sup> March 2014.

\*The validity of PPA beyond 31.03.2018 shall be subject to approval of tariff from UPERC in future.

- b. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).

Now therefore, in view of foregoing premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

- 1- The clause 2.0 (Term of agreement) of the Power Purchase Agreement for **Obra 'A'** TPS signed on 26<sup>th</sup> day of May 2011 is modified to the extent as follows:

"The term of agreement shall be for a period of five (5) years **starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> March 2019**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for **Obra 'A'** TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective."

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Obra 'A'** TPS signed on 26<sup>th</sup> day of May 2011 as follows:

"For supply of startup or backup power to generating station of **Obra A** of UPRVUNL should enter into a contract with distribution licensee for supply of a quantified startup or backup power. According to the contract, the distribution licensee shall submit a standing injection schedule with SLDC for supply of such power to generating station of UPRVUNL. Implemented schedule shall be made for the power drawn by the generating station by grossing up the power at the periphery of the distribution licensee with due accounting of transmission losses."

- 3- All other conditions of Power Purchase Agreement signed on 26<sup>th</sup> day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
- 4- In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.



This supplementary Power Purchase Agreement is subject to approval by UPERC.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

SIGNED AND DELIVERED BY UPRVUNL (Seller)  
By the hand of its authorized official

Name (श्याम नारायण)  
मुख्य अभियन्ता (वाणिज्य)  
शक्ति भवन, लखनऊ

Title .....

In the presence of:

1. Witness

Rajeev Sankar *महेश्वर*  
SE (Com) cum  
Rajeev Sankar  
EE (Covl)

2. Witness

Rame  
Rame Sivastav  
AE (A B T)

SIGNED AND DELIVERED BY UPPCL (Purchaser)  
By the hand of its authorized official

Name.....

(वी० पी० श्रीवास्तव)  
मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कॉरपोरेशन लि०

Title ..... शक्ति भवन, लखनऊ

In the presence of :

1. Witness

V.K. Asthame  
V.K. Asthame  
SE (PPA)

2. Witness

Hilam  
(H. Astha)  
EE, PPA



उत्तर प्रदेश UTTAR PRADESH

DP 823899

**SUPPLEMENTARY POWER PURCHASE AGREEMENT  
BETWEEN  
UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED  
AND  
UTTAR PRADESH POWER CORPORATION LIMITED  
For OBRA 'B' TPS**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 21 MAR day of 2017. Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

WHEREAS

- a. A Power Purchase Agreement for **Obra 'B'** (5 x 200 MW)TPS signed on 26<sup>th</sup> day of May 2011 between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31<sup>st</sup> March 2014.
- b. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).

Now therefore, in view of foregoing premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

- 1- The clause 2.0 (Term of agreement) of the Power Purchase Agreement for **Obra 'B'** TPS signed on 26<sup>th</sup> day of May 2011 is modified to the extent as follows:

“The term of agreement shall be for a period of five (5) years **starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> March 2019**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for **Obra 'B'** TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective.”

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Obra 'B'** TPS signed on 26<sup>th</sup> day of May 2011 as follows:

“For supply of startup or backup power to generating station of **Obra 'B'** of UPRVUNL should enter into a contract with distribution licensee for supply of a quantified startup or backup power. According to the contract, the distribution licensee shall submit a standing injection schedule with SLDC for supply of such power to generating station of UPRVUNL. Implemented schedule shall be made for the power drawn by the generating station by grossing up the power at the periphery of the distribution licensee with due accounting of transmission losses.”

- 3- All other conditions of Power Purchase Agreement signed on 26<sup>th</sup> day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
- 4- In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.





This supplementary Power Purchase Agreement is subject to approval by UPERC.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

SIGNED AND DELIVERED BY UPRVUNL (Seller)  
By the hand of its authorized official

(ई० श्याम नारायण)  
Name... मुख्य. अभियन्ता. (वाणिज्य).....  
शक्ति भवन, लखनऊ

Title .....

In the presence of:

1. Witness

Rajendra महाराष्ट्र  
SE (Gen) UPR

2. Witness

Rajeev Sankar  
EE (COWI)  
Rama Sivastan  
AE (AST)

SIGNED AND DELIVERED BY UPPCL (Purchaser)  
By the hand of its authorized official

Name..... (वी०. पी०. श्रीवास्तव)....  
मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कॉरपोरेशन लि०  
शक्ति भवन विस्तार, लखनऊ

Title .....

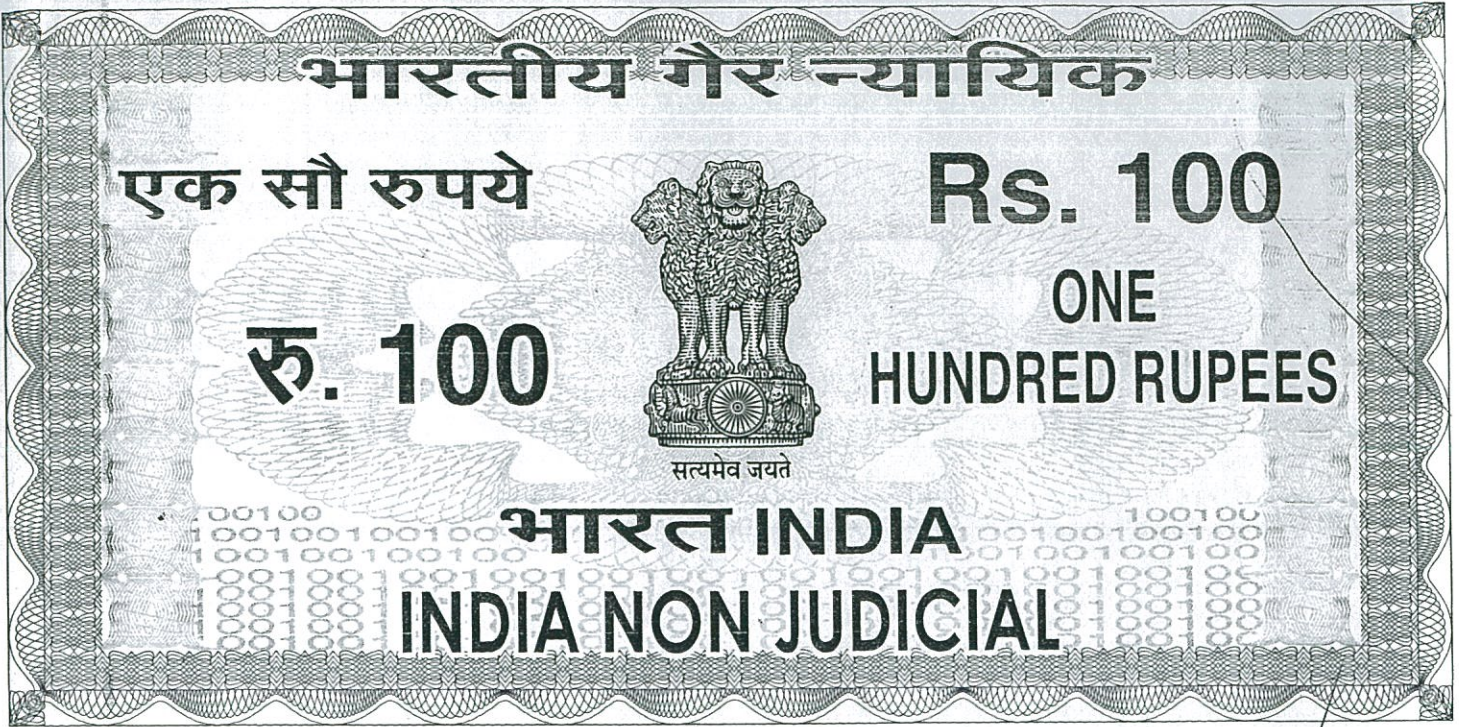
In the presence of :

1. Witness

V.K. Asthan  
SE (PPA)

2. Witness

H. Asthan  
(H. Asthan)  
EE, PPA.



उत्तर प्रदेश UTTAR PRADESH

DP 823897

**SUPPLEMENTARY POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED**  
**AND**  
**UTTAR PRADESH POWER CORPORATION LIMITED**  
**For PANKI TPS**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 21 MAR day of 2017. Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

WHEREAS

A. A Power Purchase Agreement for **Panki Unit No 3\*&4** (2 x 105 MW)TPS signed on **26<sup>th</sup> day of May 2011** between UPRVUNL, and UPPCL. for purchase of power generated is valid upto 31<sup>st</sup> March 2014.

\* The validity of PPA beyond 31.03.2018 shall be subject to approval of tariff from UPERC in future

B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).

Now therefore, in view of foregoing premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

- 1- The clause 2.0 (Term of agreement) of the Power Purchase Agreement for **Panki TPS** signed on 26<sup>th</sup> day of May 2011 is modified to the extent as follows:  
"The term of agreement shall be for a period of five (5) years **starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> March 2019**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for **Panki TPS** even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective."
- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Panki TPS** signed on 26<sup>th</sup> day of May 2011 as follows:  
"For supply of startup or backup power to generating station of **Panki** of UPRVUNL should enter into a contract with distribution licensee for supply of a quantified startup or backup power. According to the contract, the distribution licensee shall submit a standing injection schedule with SLDC for supply of such power to generating station of UPRVUNL. Implemented schedule shall be made for the power drawn by the generating station by grossing up the power at the periphery of the distribution licensee with due accounting of transmission losses."
- 3- All other conditions of Power Purchase Agreement signed on 26<sup>th</sup> day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
- 4- In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.



This supplementary Power Purchase Agreement is subject to approval by UPERC.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

SIGNED AND DELIVERED BY UPRVUNL (Seller)  
By the hand of its authorized official

Name..... (ई० श्याम नारायण)  
मुख्य अभियन्ता (वाणिज्य)  
शक्ति भवन, लखनऊ

Title .....

In the presence of:

1. Witness

Rajeev Saubhari Maheshwari  
SE (Com) UPR  
(Rajeev Saubhari)  
EE (Covl)

2. Witness

Rame Sivastaw  
AE (LABT)

SIGNED AND DELIVERED BY UPPCL (Purchaser)  
By the hand of its authorized official

Name..... (वी० पी० श्रीवास्तव)  
मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कारपोरेशन लि०  
Title ..... शक्ति भवन, विस्तार, लखनऊ

In the presence of:

1. Witness

V.K. Ashwame  
SE (PPA)

2. Witness

H. Arlan  
(H. Arlan)  
EE, PPA



उत्तर प्रदेश UTTAR PRADESH

DP 823896

21 FEB 2017

**SUPPLEMENTARY POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED**  
**AND**  
**UTTAR PRADESH POWER CORPORATION LIMITED**  
**For HARDUAGANJ TPS**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 21 MAR day of 2017. Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

WHEREAS

A. A Power Purchase Agreement for **Harduaganj** (1x60\* + 1x110 MW)TPS signed on **26<sup>th</sup> day of May 2011** between UPRVUNL, and UPPCL. for purchase of power generated is valid upto 31<sup>st</sup> March 2014.

\*The validity of PPA beyond 31.03.2018 shall be subject to approval of tariff from UPERC in future.

B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).

Now therefore, in view of foregoing premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

1- The clause 2.0 (Term of agreement) of the Power Purchase Agreement for **Harduaganj** TPS signed on 26<sup>th</sup> day of May 2011 is modified to the extent as follows:

“The term of agreement shall be for a period of five (5) years **starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> March 2019**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for **Harduaganj** TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective.”

2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Harduaganj** TPS signed on 26<sup>th</sup> day of May 2011 as follows:

“For supply of startup or backup power to generating station of **Harduaganj** of UPRVUNL should enter into a contract with distribution licensee for supply of a quantified startup or backup power. According to the contract, the distribution licensee shall submit a standing injection schedule with SLDC for supply of such power to generating station of UPRVUNL. Implemented schedule shall be made for the power drawn by the generating station by grossing up the power at the periphery of the distribution licensee with due accounting of transmission losses.”

3- All other conditions of Power Purchase Agreement signed on 26<sup>th</sup> day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.

4- In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.



This supplementary Power Purchase Agreement is subject to approval by UPERC.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

SIGNED AND DELIVERED BY UPRVUNL (Seller)  
By the hand of its authorized official

Name. (ई० श्याम नारायण)  
मुख्य अभियन्ता (वाणिज्य)  
शक्ति भवन, लखनऊ

Title .....

In the presence of:

1. Witness

Rupinder Mansingh  
SE (Com) JN  
Rajeev Sathari  
EE (C/ull)

2. Witness

Law  
Aama Srivastav  
AE (ABT)

SIGNED AND DELIVERED BY UPPCL (Purchaser)  
By the hand of its authorized official

Name.....

(वी० पी० श्रीवास्तव)  
मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कारपोरेशन लि०

Title ..... शक्ति भवन विरल्लार, लखनऊ.

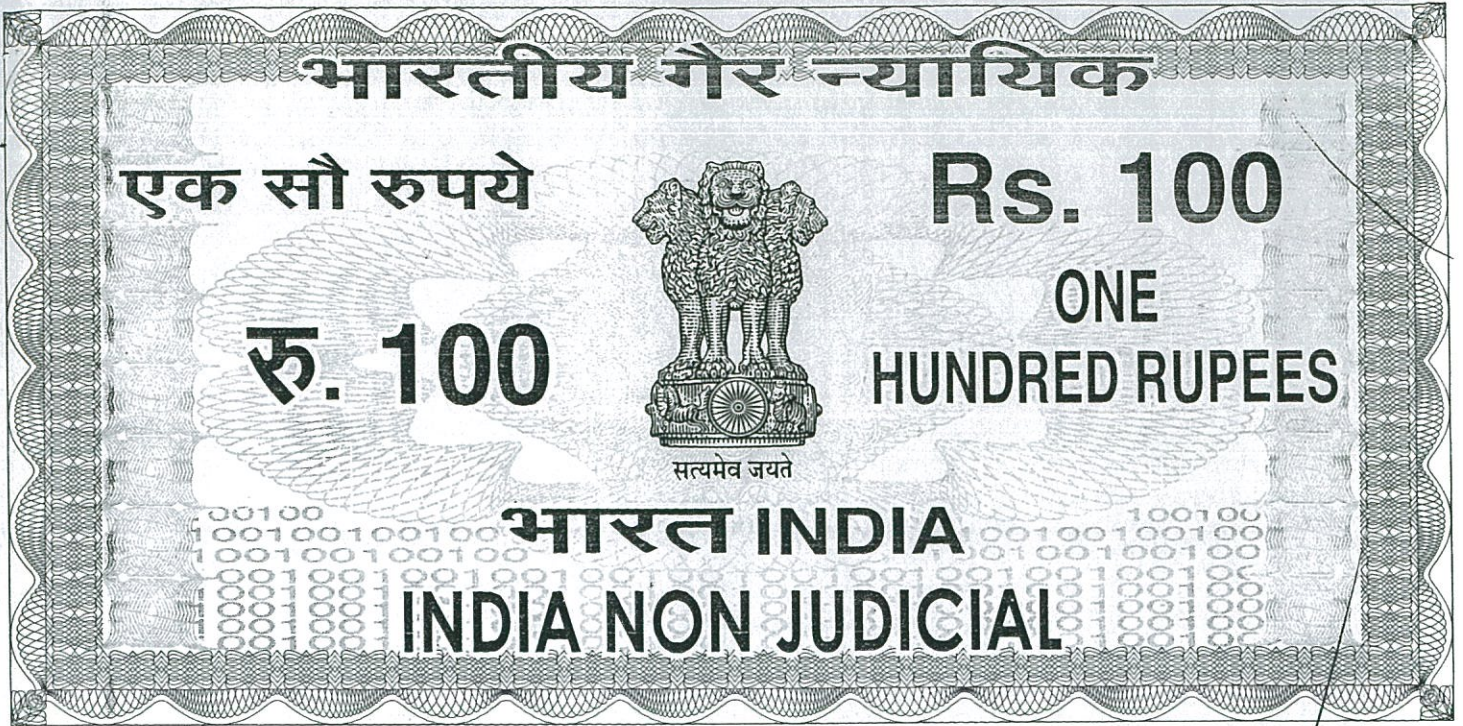
In the presence of:

1. Witness

Belu  
V.K. Acharya  
SE (PPA)

2. Witness

Aslam  
(H. Aslam)



उत्तर प्रदेश UTTAR PRADESH

DP 823898

**SUPPLEMENTARY POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED**  
**AND**  
**UTTAR PRADESH POWER CORPORATION LIMITED**  
**For PARICHHA 'A' TPS**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 21 MAR day of 2017. Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).



WHEREAS

- a. Power Purchase Agreement for **Parichha** (2 x 110 MW\*)TPS signed on **26<sup>th</sup> day of May 2011** between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31<sup>st</sup> March 2014.

\*The validity of PPA beyond 31.03.2018 shall be subject to approval of tariff from UPERC in future.

- b. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).

Now therefore, in view of foregoing premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

- 1- The clause 2.0 (Term of agreement) of the Power Purchase Agreement for **Parichha** TPS signed on 26<sup>th</sup> day of May 2011 is modified to the extent as follows:

“The term of agreement shall be for a period of five (5) years **starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> March 2019**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for **Parichha** TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective.”

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Parichha** TPS signed on 26<sup>th</sup> day of May 2011 as follows:

“For supply of startup or backup power to generating station of **Parichha** of UPRVUNL should enter into a contract with distribution licensee for supply of a quantified startup or backup power. According to the contract, the distribution licensee shall submit a standing injection schedule with SLDC for supply of such power to generating station of UPRVUNL. Implemented schedule shall be made for the power drawn by the generating station by grossing up the power at the periphery of the distribution licensee with due accounting of transmission losses.”

- 3- All other conditions of Power Purchase Agreement signed on 26<sup>th</sup> day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
- 4- In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.



This supplementary Power Purchase Agreement is subject to approval by UPERC.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

SIGNED AND DELIVERED BY UPRVUNL (Seller)  
By the hand of its authorized official

Name.....(ई० श्याम नारायण)  
मुख्य अभियन्ता (वाणिज्य)  
शक्ति भवन, लखनऊ

Title .....

In the presence of:  
1. Witness Rajeev Sankhu <sup>Md. Anu</sup>  
SE (Com, UPL)  
2. Witness Rama Srivastav  
EE (COM)  
AE (AST)

SIGNED AND DELIVERED BY UPPCL (Purchaser)  
By the hand of its authorized official

Name.....(पी० पी० श्रीवास्तव)...  
मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कारपोरेशन लि०  
शक्ति भवन दिस्तार, लखनऊ

Title .....

In the presence of :  
1. Witness V.K. Asthane  
SE (PPA)  
2. Witness H. Aslan  
(H. Aslan)  
EE, PPA