

SUPPLEMENTARY POWER PURCHASE AGREEMENT

FOR

SUPPLY OF 21 MW BAGASSE BASED POWER

FOR

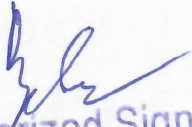
10 YEARS

By

**[M/s DSCL SUGAR - HARIAWAN
(A UNIT OF DCM SHRIRAM LIMITED)**

With

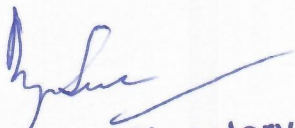
Madhyanchal Vidyut Vitran Nigam Ltd,


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)

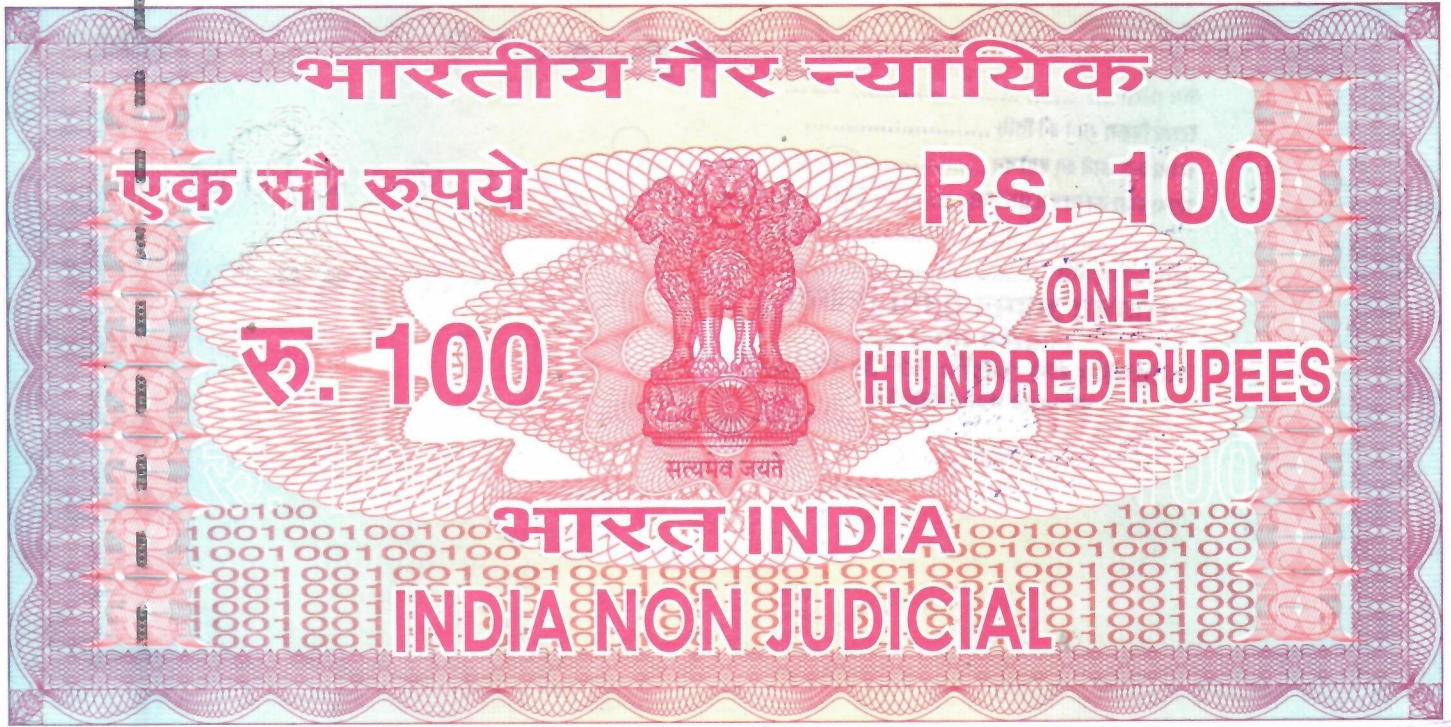

Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

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Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.



उत्तर प्रदेश UTTAR PRADESH

ET 664526



THE SUPPLEMENTARY POWER PURCHASE AGREEMENT [the "Agreement"]
is made on the day 28 of Feb 2019
at Lucknow
Between

DSCL Sugar-Hariawan, Distt. Hardoi, U.P., (A Unit of DCM Shriram Limited), a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, Kanchenjunga Building , 18, Barakhamba Road, New Delhi-110001 (herein after referred to as "Seller" or which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **FIRST PART**;

And

Madhyanchal Vidyut Vitran Nigam Ltd, a Company incorporated in India and registered under the Companies Act, 1956, having its registered office at Victoria Park, Meerut hereinafter called "DISCOM", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **SECOND PART**;

WHEREAS, DISCOM is a distribution licensee operating in the State of Uttar Pradesh and has license to supply power in earmarked part of the State.


Authorized Signatory
DSCL Sugar-Hariawan

Chief Engineer PPA (Renewable)
P. Power Corporation Ltd.
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WHEREAS, the Generating Company is engaged in the business of Sugar Production and other incidental businesses situated at Hardoi in the State of Uttar Pradesh, more particularly described in Schedule 1 attached hereto and made a part hereof and,

WHEREAS:

- a) UPPCL, the Authorized Representative, had initiated a competitive bidding process through issue of RFP No. 07-2018/UPPCL/Competitive Bid/Bagasse, for procurement of Bagasse based power for long term for meeting the Renewable Purchase Obligations of the Procurers.
- b) Pursuant to the said bidding process, DSCL Sugar-Hariawan, Distt. Hardoi, U.P., (A Unit of DCM Shriram Limited) has been selected by the Authorized Representative, as the Seller for sale and supply of Bagasse based power in bulk to the Procurers, for the Aggregate Contracted Capacity (as defined hereunder) of 21 MW, in accordance with the terms of this Agreement.
- c) The Generating Company desires to sell surplus (after its own use)/ 21 MW power during generated in the Plant and UPPCL agrees to purchase electricity generated from such capacity by the Generating Company for sale, under the terms and conditions set forth herein, and
- d) The parties to this Agreement agree for prior consultation with the State Transmission Utility for the purpose of implementation of this agreement and seek its approval for permitting, inter alia, interconnection to the Generating Plant with the 132 KV Hardoi Sub Station owned by STU or other transmission licensee, and
- e) The Seller has provided to the Procurers, Contract Performance Guarantee(s) as per format specified in Format 5.7 of the RFP No. 07-2018/UPPCL/Competitive Bid/Bagasse.
- f) The Seller has agreed to sign this Power Purchase Agreement with the Procurers for sale of Bagasse based power for 10 years as per the terms and conditions of this Agreement.
- g) The Procurers agree to procure Bagasse based power up to the Contracted Capacity from the Seller as per the terms of this Agreement.
- h) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by Seller to Procurer.
- i) The Parties to the agreement bind themselves for compliance of all relevant provisions specified by the Commission in different regulations framed by it for


Authorized Signatory
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(Extension)

regulating the functioning of State Transmission Utility, other Transmission Licensee and State Load Despatch Centre.

- j) All the other RFP documents have been executed by the Procurer and the Seller simultaneously with the signing of this Agreement.
- k) The Parties hereby agree that this Power Purchase Agreement shall supersede any other Power Purchase Agreement signed earlier and not approved by the Uttar Pradesh Electricity Regulatory Commission.

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

- (1) DISCOM shall accept and purchase 21 MW made available by the Generating Plants Bagasse based generation in accordance with the mutually agreed tariff and terms & conditions of this agreement described here as below :-
- (a) Tariff for the new plants is Rs. 4.78 per unit as discovered through competitive bidding process conducted by UPPCL for the purchase of bagasse based power.
- (b) Further tariff for export capacity shall be evacuated through the existing transmission line so tariff shall further reduce by 18 Paise/Unit as agreed by both parties.
- (2) Consequent to above, the aggregate installed capacity of power generating plant would become 55 MW. Accordingly the total contracted capacity would be 36 MW, which will be supplied as follows :-


Sl.no.	Contracted Capacity		Rate
(a)	Existing Plant	15 MW	As per applicable CRE Regulation
(b)	Proposed plant	21 MW	4.60/Unit
	Total	36 MW	

- (3) The tariff for export of power from existing plant shall be as per UPERC Regulations. Whereas tariff of new generating plants which is schedule to be commissioned in Dec 2018' would be the rate as mutually agreed in Cl. 1 (a & b) of this SPPA.

 Signatory

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Chief Engineer P.P.A. (Renewable)
Power Corporation Ltd.
(Extension)

- (4) Due to existing interconnection 132 KV transmission system being used for export of additional power of new generating plant, any modification/up gradation at Grid Substation end, if required will be done through UP Power Transmission Corporation Ltd (UPPTCL) at the expense of generating company as per UPPTCL,s rule without any without any financial liability upon UPPCL/UPPTCL.
- (5) As the surplus power generated from the plants(s) commissioned in different years will be transmitted through existing 132 KV transmission system, the tariff based on weighted average of the aforesaid contracted capacities of the plant(s) commissioned in different years will be applicable as per Cl. (31) (1) of CRE Regulation-2014.
- (6) The Generating plant shall ensure installation of ABT meters in their premises and the submission of DC on the regular basis through login UPSLDC website (www.esss.upsldc.org).


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

1. DEFINITIONS

Other than those defined below, the words/expressions used in this Agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttar Pradesh Electricity Reforms Act, 1999 and Uttar Pradesh Electricity Grid Code as amended from time to time, UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2014 (“CRE Regulations, 2014”) as amended or re-enacted from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1. ‘Act’ means the Electricity Act, 2003 as amended from time to time;
- 1.2. ‘Affected Party’ means the Procurer or Seller whose performance has been affected by an event of Force Majeure;
- 1.3. “Affiliate” shall mean a company that either directly or indirectly
- (i) controls or
 - (ii) is controlled by or
 - (iii) is under common control with
- a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company;
- 1.4. ‘Aggregate Contracted Capacity’ with respect to the Seller, shall mean the aggregate capacity in 36 MW contracted with the Procurers for supply at the Interconnection Point;
- 1.5. ‘Agreement’ or ‘Power Purchase Agreement’ or ‘PPA’ shall mean this Power Purchase Agreement including its recitals and Annexure, amended or modified from time to time in accordance with the terms hereof;
- 1.6. ‘AMR’ shall mean Automatic Meter Reading;
- 1.7. ‘Authorized Representative’ shall mean Uttar Pradesh Power Corporation Ltd. (“UPPCL”), the body corporate authorized by the Procurers to carry out the bidding process for the selection of the Successful Bidder on their behalf;
- 1.8. ‘Bidding Company’ shall refer to such single company that has submitted the Bid in accordance with the provisions of the RFP;
- 1.9. ‘Bid Deadline’ shall mean the last date and time for submission of the Bid in response to the RFP;


Authorized Signatory
S. Priawan


Chief Engineer PPA (Renewable)
U. P. Power Corporation Ltd.
Lucknow

- 1.10. 'Bill' means a bill raised, that includes all charges to be paid by UPPCL / DISCOM with respect to sale of Power by the Seller to the Procurers;
- 1.11. 'Bill Dispute Notice' shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
- 1.12. 'Bill Meter' means Availability Based Tariff ("ABT") compatible Import and Export Meter installed at the grid substation 132 KV of DISCOM/STU for measurement on the basis of which energy bills shall be raised by the Seller;
- 1.13. 'Billing Period' shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs;
- 1.14. 'Billing Date' shall be the first Business Day after the Metering Date of each Billing Period;
- 1.15. 'Business Day' shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Lucknow;
- 1.16. 'Change in Law' shall have the meaning ascribed thereto in Article 13 of this Agreement;
- 1.17. 'Commission' or 'UPERC' shall mean the Uttar Pradesh Electricity Regulatory Commission;
- 1.18. 'Competent Court of Law' shall mean any court or tribunal or any similar judicial or quasi-judicial body in Lucknow that has jurisdiction to adjudicate upon issues relating to this Agreement;
- 1.19. 'Consents, Clearances and Permits' shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the Bagasse based generation facilities and/ or supply of power;
- 1.20. 'Consultation Period' shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or a Procurer Preliminary Default Notice as provided in Article 14 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
- 1.21. 'Contracted Capacity' with respect to each Procurer, shall mean the allocation of the Aggregate Contracted Capacity to each of the Procurers as provided in Schedule 12 hereof, subject to adjustment as per terms of this Agreement;

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Contractor P.P.A. (Renewable)
Corporation L-
(Extension)

- 1.22. "Contract Year" shall mean the period commencing on the Effective Date (as defined hereunder) and ending on the immediately succeeding March 31 and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31;
- 1.23. 'Check Meter' means ABT compatible Import and Export Meter for performing a check on the accuracy of the Bill Meter;
- 1.24. 'Day' shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
- 1.25. 'Delivery Date' shall mean the date on which the Seller commences supply of the Aggregate Contracted Capacity to the Procurers;
- 1.26. "Delivery Point" shall mean the STU Interface(s), where power is delivered to the Procurer(s) after it is injected by the Seller at the Injection Point;
- 1.27. 'DISCOM' or 'Discom' shall refer to Dakshinanchal Vidyut Vitran Nigam Limited, Kanpur Electricity Supply Company Limited, Madhyanchal Vidyut Vitran Nigam Limited, Paschimanchal Vidyut Vitran Nigam Limited and Purvanchal Vidyut Vitran Nigam Limited;
- 1.28. 'Dispatch Instructions' shall mean any instruction issued by the Procurers through the SLDC to the Seller, in accordance with Grid Code and this Agreement;
- 1.29. 'Dispute' shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 17 of this Agreement;
- 1.30. 'Due Date' shall mean the last day of the month provided the bill is received and acknowledged by the Procurer(s) up to 4th day of the month. For the bills received and acknowledged by the Procurer(s) after 4th, it shall be 30th day from such date;
- 1.31. 'Effective Date' shall have the meaning ascribed thereto in Article 3.1 of this Agreement;
- 1.32. 'Electricity Laws' shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
- 1.33. 'Energy Accounts' shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;


Authorized Signatory
[Name]-Hariawan
[Company Name] Ltd.)


Chief Engineer P.P.A. (Renewable)
[Company Name] Power Corporation Ltd.
[Company Name] (Private) Ltd.


- 1.34. 'Energy Account Month' means period from date of meter reading in previous month to the date of meter reading in following month and such period should not exceed 35 days;
- 1.35. 'Event of Default' shall mean the events as defined in Article 14 of this Agreement;
- 1.36. 'Expiry Date' shall mean the date which is the tenth (10th) anniversary of the Delivery Date or such extended period as mutually agreed upon by both Parties;
- 1.37. 'Export Meter' means Bill Meter installed at the grid substation 132 kV, Ramraj Grid of DISCOM/STU for measurement of active energy, maximum demand and power factor for Energy exported to the Generating Plant from DISCOM/ STU's Grid Sub-Station of 132 kV, located in Hardoi .
- 1.38. 'Force Majeure' or 'Force Majeure Event' shall have the meaning ascribed thereto in Article 12 of this Agreement;
- 1.39. 'Grid Code' / 'IEGC' or 'State Grid Code' shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
- 1.40. 'Grid Sub Station' means sub-station Hardoi Grid of 132 kV or higher voltage owned, maintained and operated by U.P. Power Transmission Corporation Limited;
- 1.41. 'Import Meter' means Bill Meter installed at the 132 kv Hardoi grid substation of STU for Measurement of active energy, maximum demand and power factor of Energy imported to UPPCL / DISCOM from the Generating Station;
- 1.42. 'Indian Governmental Instrumentality' shall mean department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Power Station or the performance of all or any of the services or obligations of the Supplier under or pursuant to this Agreement;
- 1.43. 'Invoice' or 'Bill' shall mean either a monthly invoice, monthly bill or a supplementary invoice /supplementary bill by any of the Parties;
- 1.44. 'Injection Point' shall mean the point located at the substation of STU or the "Delivery Point" as specified by the Bidder in its bid or the metering point for estimation of energy generation;


Authorized Signatory
Sugar-Hariawan
Shriam Ltd.)

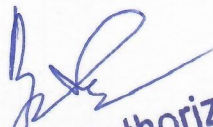

Chief Engineer P.P.A. (Renewable)
U.P. Power Corporation Ltd.
Extension
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- 1.45. 'Injected Energy' shall mean the kilowatt hours of Electricity actually fed and measured by the energy meters at the Injection Point in a Billing Period and certified in the SLDC / STU;
- 1.46. 'Interconnection Facilities' in respect of the Seller shall mean all the facilities installed by the Seller to transmit the energy to the grid;
- 1.47. 'Interconnection Point' shall mean the point where the power from the power station switchyard bus of the Seller is injected into the intrastate transmission system (including the dedicated transmission line connecting the power station with the intrastate transmission system);
- 1.48. 'Installed Capacity' means the capacity of the Project at the generating terminal(s) and shall be equal to 21 MW;
- 1.49. "Late Payment Surcharge" shall have the meaning ascribed thereto in Article 11.3.5 of this Agreement;
- 1.50. 'Law' shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commission;
- 1.51. 'Lead Procurer' shall have the meaning ascribed thereto in Article 18.1;
- 1.52. 'Letter of Intent' or 'LOI' shall mean the letter issued by the Procurer / Authorized Representative to the Successful Bidder for supply of power pursuant to the RFP;
- 1.53. 'Metering Date' for a Billing Period, means the midnight of the last day of the calendar month;
- 1.54. 'Metering Point' shall be the point of recording of Injected Energy at Injection Point;
- 1.55. 'MW' means Megawatts;
- 1.56. "Parent Company" or "Parent" shall mean a company that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Seller or in the Member, as the case may be;
- 1.57. 'Party' and 'Parties' shall have the meaning ascribed thereto in the recital to this Agreement;


Authorized Signatory
[Name]-Hariawan
[Company Name] Ltd.)


Chief Engineer P.P.A. (Renewable)
[Company Name] Ltd.
[Company Name] (Extension)
[Company Name]

- 1.58.** 'Plant Load factor' or 'PLF' means the total sent out energy corresponding to generation during the period expressed as a percentage of sent out energy corresponding to contracted capacity in that period and shall have the same meaning as provided in UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2014 as amended from time to time;
- 1.59.** 'Preliminary Default Notice' shall have the meaning ascribed thereto in Article 14 of this Agreement;
- 1.60.** 'Project' shall mean the Bagasse based power generation project as detailed under Schedule 1 of this Agreement;
- 1.61.** 'Prudent Utility Practices' means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines;
- 1.62.** 'Scheduled Delivery Date' shall have the meaning ascribed thereto in Article 5.1 of this Agreement;
- 1.63.** 'SLDC' shall mean State Load Dispatch Center as Constituted under Section 31 of Electricity Act, 2003;
- 1.64.** 'Successful Bidder' shall mean the Bidder(s) selected by the Authorized Representative, pursuant to this RFP for supply of power by itself or through the Project Company as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;
- 1.65.** 'STU' shall mean U.P. Power Transmission Corporation Ltd. being the Government company specified so by the Government of Uttar Pradesh;
- 1.66.** "Ultimate Parent Company" shall mean a company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Seller or Member (as the case may be) and such Seller or Member (as the case may be) shall be under the direct control or indirectly under the common control of such company;
- 1.67.** 'UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2014' shall mean in short "CRE Regulations, 2014", as amended from time to time;
- 1.68.** 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under Section 62 of the Act;


Authorized Signatory
Hariawan
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of Engineer P.P.A. (Renewable)
Power Corporation Ltd.
(Extension)
2014

2. INTERPRETATION


Save where the contrary is indicated, any reference in this Agreement to:

- 2.1. "Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;
- 2.2. An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 2.3. A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- 2.4. An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 2.5. "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 2.6. A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 2.7. "Rupee", "Rupees" and "Rs." shall denote Indian Rupees, the lawful currency of India;
- 2.8. The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 2.9. Words importing the singular shall include the plural and vice versa;
- 2.10. This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;


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(Extend)

- 2.11. A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 2.12. A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 2.13. Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 2.14. The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 2.15. All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 2.16. The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 2.17. The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 2.18. The contents of Schedule 10 shall be referred to for ascertaining accuracy and correctness of the representations made by the Successful Bidder / Seller in Clause 7.2.1(vi) of Schedule 7 hereof.


Authorized Signatory
DSCL Sugar Har
(A Unit of DCM Shri


Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

3. TERMS OF AGREEMENT

3.1. Effective Date

3.1.1. This Agreement shall come into effect from the date it is executed, delivered by the last of all the Parties and subsequent to its approval and adoption of Tariff by the Uttar Pradesh Electricity Regulatory Commission and such date shall be referred to as the Effective Date.

3.2. Term of Agreement

3.2.1. This Agreement shall be valid for a term commencing from the Effective Date until the Expiry Date ("Term of Agreement"), unless terminated earlier pursuant to Article 3.3. Upon the occurrence of the Expiry Date, this Agreement shall, subject to Article 3.4, automatically terminate, unless mutually, extended by all the Parties on mutually agreed terms and conditions, at least one hundred and eighty (180) days prior to the Expiry Date, subject to approval of the Uttar Pradesh Electricity Regulatory Commission.

3.3. Early Termination

3.3.1. This Agreement shall terminate before the Expiry Date:

(i) if either all the Procurers (jointly) or the Seller exercises a right to terminate, pursuant to Articles 4.4.2, 4.4.3, 4.4.4, 5.1.1, 14.2.2 (iv), 14.2.3 (iv), 14.5 or Clause 7.2.3 of Schedule 7 of this Agreement; or

3.3.2. This Agreement shall terminate before the Expiry Date:

(i) if either Seller or all the Procurers (jointly) terminate this Agreement, pursuant to Article 14 (Events of Default and Termination) of this Agreement; or
(ii) in such other circumstances as the Seller or all the Procurers (jointly) may agree, in writing;

3.4. Survival

3.4.1. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 12 (Force Majeure), Article 14 (Events of Default and Termination), Article 15 (Liability and Indemnification), Article 17 (Governing Law and Dispute Resolution), Article 18 (Miscellaneous Provisions) and other Articles and Schedules of this Agreement which expressly or by their nature survive the term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.



Signature

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Engineer P.P.M. (Renewable)
Power Corporation Ltd
Extension
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4. CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER/PROCURERS

4.1. Satisfaction of conditions subsequent by the Seller

4.1.1. The Seller agrees and undertakes to duly perform and complete all of the following activities at the Seller's own cost and risk within One Hundred Fifty (150) days from the date of signing of PPA, unless such completion is affected by any Force Majeure event or due to the Procurers' failure to comply with their obligations under Article 4.2.1 of this Agreement, or if any of the activities is specifically waived in writing by UPPCL:

- (i) The Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer(s) as per the terms of this Agreement;
- (ii) The Seller shall have signed a Transmission/Connection Agreement with UPPTCL/ DISCOM confirming the evacuation and connectivity of Transmission system with their Power Project switchyard up to the Interconnection Point;
- (iii) [To be included if the Seller opts for substitution rights of the Lender(s)] The Seller shall have provided an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the terms of this Agreement and all other RFP Documents;
- (iv) The Seller shall have sent a written notice to all the Procurers indicating the Aggregate Contracted Capacity and total Installed Capacity for each unit and for the Power Station as a whole expressed in MW;
- (v) The Seller shall have achieved Financial Closure and has provided a certificate from the lead banker to this effect;
- (vi) The Seller shall have awarded the Engineering, Procurement and Construction contract ("EPC contract") or main plant contract for boiler, turbine and generator ("BTG"), for setting up of the Power Station and shall have given to such contractor an irrevocable notice to proceed ("NTP") and shall have submitted a letter to this effect to the Procurers;

4.2. Satisfaction of conditions subsequent by the Procurers

4.2.1. The Procurers agree and undertake to duly perform and complete the following activities at the Procurers' own cost and risk within ten(10) Months from the date of signing of this Agreement, unless such completion is affected by any Force Majeure event or due to the Seller's failure to comply with their


Authorized Signatory
Sugarcane
Chirram Ltd.)

obligations under Article 4.1 of this Agreement or if any of the activities is specifically waived in writing by the Seller:

- (i) The Procurers shall have obtained the order of the Uttar Pradesh Electricity Regulatory Commission for adoption of the Tariff under Section 63 of the Electricity Act, 2003 and given a copy of the same to the Seller.

4.3. Joint responsibilities of the Procurers and the Seller

4.3.1. The Lead Procurer and the Seller shall have jointly agreed on the specific date(s) for commencement of supply of power and quantum of the Contracted Capacity to be supplied to Procurers from each such date. Such mutually agreed date(s) shall not be later than the Scheduled Delivery Date, and the total quantum of power shall be equal to the Aggregate Contracted Capacity.

4.3.2. These date(s) shall be mutually agreed upon within twelve (12) Months and shall be the Revised Scheduled Delivery Date(s) for the respective quantum of power.

4.4. Consequences of non-fulfillment of conditions subsequent

4.4.1. If any one or more of the conditions specified in Article 4.1 is not duly fulfilled by the Seller, even within three (3) Months after the time specified under Article 4.1, otherwise than for the reasons directly attributable to the Procurer(s) or Force Majeure event in terms of Article 4.4.2, then on and from the expiry of such period and until the Seller has satisfied all the conditions specified in Article 4.1, the Seller shall, on weekly basis, be liable to pay the following amounts:

- (i) Up to 20 MW Projects


In case the Seller is not able to meet the timelines as mentioned in Article 4.1 then the Seller shall pay to UPPCL, the Liquidated Damages ("LD") at the rate of Rs. 1,25,000/- per MW per month of delay (pro-rata to the delay in number of days). LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of demand draft / pay order.

On non-submission of the above mentioned amount, UPPCL shall have the right to invoke the Contract Performance Guarantee submitted by the bidder.

Delay in the timelines for over and above six (6) months from respective task will lead to creation of the necessary grounds for UPPCL for termination of LOI / PPA.

- (ii) Above 20 MW Projects


Authorized Signatory
(Mariawan
(td))


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Chief Engineer P.P.A. (Renewable)
Power Corporation Ltd.
(E-Extension)

In case the Seller is not able to meet the timelines as mentioned in Article 4.1 then the Seller shall pay to UPPCL, the Liquidated Damages ("LD") at the rate of Rs. 1,50,000/- per MW per month of delay (pro-rata to the delay in number of days). LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of demand draft / pay order.

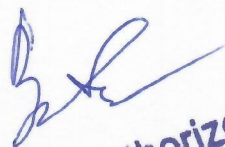
On non-submission of the above mentioned amount, UPPCL shall have the right to invoke the Contract Performance Guarantee submitted by the bidder.

Delay in the timelines for over and above six (6) months from respective task will lead to creation of the necessary grounds for UPPCL for termination of LOI / PPA.

4.4.2. In case of inability of the Seller to fulfill any one or more of the conditions specified in Article 4.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 4.1, shall be extended for the period of such Force Majeure event, subject to a maximum extension period of ten (10) Months, continuous or non-continuous in aggregate. Thereafter, this Agreement may be terminated by either the Procurers (jointly) or the Seller by giving a Termination Notice of at least seven (7) days, in writing to the other Party. The termination of the Agreement shall take effect upon the expiry of the last date of the said notice period.

4.4.3. Similarly, in case of inability of the Procurers to fulfill the conditions specified in Article 4.2 due to any Force Majeure event, the time period for fulfillment of the condition subsequent as mentioned in Article 4.2, shall be extended for the period of such Force Majeure event, subject to a maximum extension period of ten (10) Months, continuous or non-continuous in aggregate. Thereafter, this Agreement may be terminated by either Procurers (jointly) or the Seller by giving a Termination Notice of at least seven (7) days, in writing to the other Party. The termination of the Agreement, shall take effect upon the expiry of the last date of the said notice period.

4.4.4. In case of inability of the Procurers to perform the activities specified in Article 4.2 within the time period specified therein, otherwise than for the reasons directly attributable to the Seller or Force Majeure event, the time period for the fulfillment of condition subsequent by the Procurers as mentioned in Article 4.2 would be extended for an additional time period which may be required by the Procurers to complete the activities mentioned in Article 4.2, subject to a maximum additional time period of three (3) months. Thereafter, this Agreement may be terminated by the Seller at its option, by giving a Termination Notice of at least seven (7) days, in writing to the Procurers. If the Seller elects to terminate this Agreement, the Procurers shall, within a period of thirty (30) days of termination by the Seller, release the Contract Performance Guarantee of the Seller forthwith. In addition, the


Authorized Signatory
Hariawan
Ltd.)

Procurers shall pay to the Seller as liquidated damages, a sum equivalent to ten percent (10%) of the value of the Contract Performance Guarantee

4.4.5. No Tariff adjustment shall be allowed on account of any extension of time arising under any of the sub-articles of Article 4.3;

Provided that due to the provisions of Articles 4.4.2, 4.4.3 and 4.4.4, any increase in the time period for completion of conditions subsequent mentioned under Article 4.1, shall also lead to an equal extension in the Scheduled Delivery Date.

4.5. Contract Performance Guarantee

4.5.1. The Contract Performance Guarantee furnished under this Agreement shall be for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.*

4.5.2. The failure on the part of the Seller to furnish and maintain the Contract Performance Guarantee shall be a material breach of the term of this Agreement on the part of the Seller.

4.5.3. If the Seller fails to commence supply of power on the respective Scheduled Delivery Date specified in this Agreement, subject to conditions mentioned in Article 5.7.1, the Procurers/UPPCL shall have the right to encash the Contract Performance Guarantee and appropriate in their favour as liquidated damages an amount specified in Article 5.8.1, without prejudice to the other rights of the Procurers under this Agreement.

4.6. Renewal of Contract Performance Guarantee


4.6.1. The Seller shall ensure the validity of the Contract Performance Guarantee in line with the RFP and shall ensure its renewal before a date, which is thirty (30) days prior to the expiry of the then existing validity of the Contract Performance Guarantee.

4.6.2. The renewal of CPG after the initial period specified in the RFP shall be as per discretion of the Procurer.

4.6.3. If such extended Contract Performance Guarantee is not received as per the date specified above, the Procurers/UPPCL shall have the right to encash the then existing Contract Performance Guarantee.

* The CPG is furnished as Rs. 3.15 crs./-


Authorized Signatory
S. Hariawan
(id.)


Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shahd Block Extension
Lucknow.

4.7. Return of Contract Performance Guarantee


4.7.1. The Procurers shall return / release the Contract Performance Guarantee in the event of termination of this Agreement by any Party under Article 4.4.2, 4.4.3 or 4.4.4 of this Agreement.

4.7.2. Subject to the provisions of Article 4.7.1, the Procurers/UPPCL shall return / release the Contract Performance Guarantee to the Seller at the end of the Term of this Agreement.

4.7.3. The return / release of the Contract Performance Guarantee shall be without prejudice to other rights of the Procurers under this Agreement.



Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)



Chief Engineer PPA (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

5. SUPPLY OF POWER

5.1. Commencement of supply of power to Procurers

5.1.1. The Seller shall be responsible to commence supply of power up to the Aggregated Contracted Capacity by the Scheduled Delivery Date in accordance with the provisions of this Agreement, w.e.f. signing of PPA or actual supply whichever is later subject to adoption of Tariff by the Uttar Pradesh Electricity Regulatory Commission. However, the Seller and the Procurers may mutually agree for commencement of supply of power in a phased manner from the Revised Scheduled Delivery Date(s) as specified in Article 4.3 of this Agreement.

5.1.2. The Seller shall give the Procurers and the concerned SLDC at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to commence supply of power.

5.2. Seller's Obligations


5.2.1. The Generating Company undertakes to be responsible, at its own cost and risk, for:

- (i) obtaining all Consents, Clearances and Permits other than those obtained under Article 4.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement;
- (ii) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
- (iii) the commencement of supply of power up to the Contracted Capacity to Procurer(s) no later than the Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be; and continuance of supply of power throughout the term of Agreement;
- (iv) connecting the Power Project switchyard with the STU Transmission Lines at the outgoing terminal bay of the Project switchyard;
- (v) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 16;
- (vi) providing on a timely basis, all relevant information to the Procurers which may be required for receiving power at the Delivery Point; and
- (vii) fulfilling all obligations undertaken by the Seller under this Agreement.

5.3. Procurers' Obligations

5.3.1. Subject to the terms and conditions of this Agreement, the Procurers shall:

- (i) ensure the availability of Interconnection Facilities and evacuation of power from the Delivery Point before the Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be;


Signature

(ii) fulfill all obligations undertaken by the Procurers under this Agreement.

5.4. Interconnection Facilities

5.4.1. Power from the Generating Plant shall be transmitted at 132 kV voltage through a 132 kV line from the Generating Plant located at Hardoi. The power so transmitted shall be interfaced with STU 132 kV, grid sub-station located at Hardoi owned by STU.

5.4.2. The cost of the dedicated transmission line from the Generating Plant to the designated grid sub-station of STU and the cost of interfacing at both ends (the Generating Plant and grid substation) including work at the STU sub-station, cost of bay, tie- line, terminal equipment and associated synchronizing equipment, shall be borne by the Seller.


5.4.3. The construction of evacuation system for connecting the Generating Plant with grid substation shall be the responsibility of the Seller. The Seller shall construct transmission line under supervision of U.P. Power Transmission Corporation Limited and bay at sub-station will be constructed by U.P. Power Transmission Corporation Limited. The supervision charges and bay construction charges will be deposited by the Seller to U.P. Power Transmission Corporation Limited as per the deposit works rules.

(Explanation: The technical and other specifications of the work shall be finalized with STU's approval and be in accordance with standards and specifications laid by DISCOM, construction of 132 kV or higher voltage line shall be done under the supervision of STU. The lines constructed for the evacuation of power from the Generating Plant, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Generating Plant and DISCOM /STU and without prior approval of UPERC. Existing transmission/distribution lines of DISCOM/ STU may be utilized for evacuation of power from the Generating Plant to the Grid sub-station, on the basis of a mutual agreement between the Generating Plant and DISCOM/STU with the approval of UPERC. Notwithstanding the above, the work of interfacing at STU sub-station will be done by STU.)

5.4.4. The Seller shall be responsible for the maintenance of equipment at the generating end.

5.4.5. For maintenance of transmission line and bay, either the Seller will undertake the maintenance work by their own or in case the Seller opts to maintain the same through U.P. Power Transmission Corporation Limited, they may entrust the maintenance work to them on the terms mutually agreed with the STU.

5.4.6. Any work to be done by the Seller shall be taken up only with a specific approval and on the basis of approved drawings and specifications from DISCOM and in compliance with the safety requirements as per the Grid Code.


Authorized Signatory
Hariawan

On the completion of work, final approval shall be obtained from DISCOM/STU (as the case may be) before charging the line. The Seller would obtain all statutory clearances/approvals required for this purpose.

5.4.7. The Seller shall consult DISCOM/STU on the scheme of protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system, installed by the Seller, shall be checked by DISCOM/STU

5.4.8. Without limiting the foregoing, the Seller and STU shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the Grid Code as amended from time to time and directions of Director (Electrical Safety), GOUP and safety requirements as specified by the Central Electricity Authority under section 53 of the Act.

5.4.9. The interconnection facilities, to be provided by the Seller are set forth in Schedule 2 attached hereto and made a part hereof.

5.5. Protective equipment & interlocking

5.5.1. The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Generating Plant shall not adversely reflect on or affect STU grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Generating Plant's breaker trips first to protect the equipment. Prior to adopting it, the Seller shall obtain approval of STU for the protection logic of the generator system and the synchronization scheme.


5.5.2. The Seller shall install necessary equipment to eliminate feeding of reverse power from the grid to the Generating Plant's system in absence of any agreement for purchase of power with DISCOM.

5.6. Purchase and sale of Contracted Capacity

5.6.1. Subject to the terms and conditions of this Agreement, the Seller undertakes to sell to the Procurers and the Procurers undertake to pay Tariff for all the energy supplied at the Delivery Point corresponding to Contracted Capacity.

5.6.2. Unless otherwise instructed by all the Procurers (jointly), the Seller shall sell all the Available Capacity to each Procurer in proportion of each Procurer's then existing Contracted Capacity pursuant to Dispatch Instructions of such Procurer.


Authorized Signatory
Sugar-Hariawan
(Shriram Ltd.)


Chief Engineer PPA, (Renewable)
P. Power Corporation Ltd.
(Ministry of Power)
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5.7. Extensions of Time

5.7.1. In the event that the Seller is prevented from performing its obligations under Article 5.2 by the Scheduled Delivery Date due to:

- (i) any STU/Procurers' Event of Default; or
- (ii) Force Majeure events affecting STU/Procurer(s), or
- (iii) Force Majeure events affecting the Seller,

the Revised Scheduled Delivery Date, Scheduled Delivery Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 5.7.2, for a reasonable period but not less than "day for day" basis, to permit the Seller or STU/Procurer(s) through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the Seller or Procurer(s), or till such time such Event of Default is rectified by STU/Procurer(s).

5.7.2. In case of extension occurring due to reasons specified in Article 5.7.1(i), any of the dates specified therein can be extended, subject to the condition that the Scheduled Delivery Date would not be extended by more than twelve (12) months or the date on which the Seller elects to terminate this Agreement, whichever is later.

5.7.3. In case of extension due to reasons specified in Article 5.7.1(ii) and (iii), and if such Force Majeure Event continues even after the maximum period of twelve (12) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 14.5.

5.7.4. If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Delivery Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 17.

5.7.5. As a result of such extension, the Scheduled Delivery Date and the Expiry Date newly determined shall be deemed to be the Scheduled Delivery Date and the Expiry Date for the purposes of this Agreement.

5.8. Liquidated Damages for delay in commencement of supply of power to Procurers

5.8.1. If the Seller is unable to commence supply of power to the Procurers by the Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be, other than for the reasons specified in Article 5.7.1, the Seller shall pay to UPPCL within a period of ten(10) days, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Delivery Date as per following:



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Engineering P.P.A. (Renewable)
Construction Ltd.
(Extension)
2017

(i) Up to 20 MW Projects

In case the Seller is not able to commence power supply on the Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be, then the Seller shall pay to UPPCL, the Liquidated Damages ("LD") at the rate of Rs. 1,25,000/- per MW per month of delay (pro-rata to the delay in number of days). LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of demand draft / pay order.

On non-submission of the above mentioned amount, UPPCL shall have the right to invoke the Contract Performance Guarantee submitted by the bidder.

Delay in the timelines for over and above six (6) months from respective task will lead to creation of the necessary grounds for UPPCL for termination of LOI / PPA.

(ii) Above 20 MW Projects

In case the Seller is not able to commence power supply on the Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be, then the Seller shall pay to UPPCL, the Liquidated Damages ("LD") at the rate of Rs. 1,50,000/- per MW per month of delay (pro-rata to the delay in number of days). LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of demand draft / pay order.

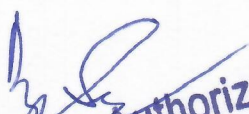
On non-submission of the above mentioned amount, UPPCL shall have the right to invoke the Contract Performance Guarantee submitted by the bidder.

Delay in the timelines for over and above six (6) months from respective task will lead to creation of the necessary grounds for UPPCL for termination of LOI / PPA.

5.8.2. The Seller's maximum liability under this Article 5.8 shall be limited to the amount of liquidated damages calculated in accordance with Article 5.8.1 for and up to six (6) Months of delay for commencement of supply of power from the Scheduled Delivery Date.

Provided that in case of failure of the Seller to start supply of power to Procurers even after expiry of six (6) Months from its Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be, it shall be considered as a Seller Event of Default and provisions of Article 14 shall apply.

5.8.3. If Schedule Delivery Date is delayed due to construction of transmission line by U.P. Power Transmission Corporation Limited then no liquidated damages


Authorized Signatory
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shall be imposed on the Seller. The Seller shall pay the amount calculated pursuant to Article 5.8.1 to the Procurers within ten (10) days of the earlier of:

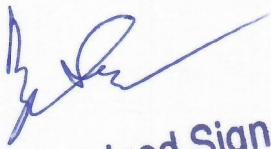
- a) the date on which the Seller commences supply of power to the Procurers, or
- b) expiry of the six (6) Months period mentioned in Article 5.8.2.


5.8.4. If the Seller fails to pay the amount of liquidated damages within the period of ten (10) days as specified in Article 5.8.3, UPPCL shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the Seller to UPPCL, then the Seller shall be liable to forthwith pay the balance amount within ten (10) days of the invocation of the Contract Performance Guarantee by UPPCL.

5.8.5. The Parties agree that the formula specified in Article 5.8.1 for calculation of liquidated damages payable by the Seller under this Article 5.8, read with Article 14 is a genuine and accurate pre-estimation of the actual loss that will be suffered by the Procurers in the event of Seller's delay in starting supply of power by the Scheduled Delivery Date or the Revised Scheduled Delivery Date, as the case may be.

5.9. Transmission Losses

5.9.1. Transmission losses from the Interconnection Point onwards would be borne by the Procurers, and power lost on account of transmission loss would be to the account of the Procurers.


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

6. SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

6.1. Synchronisation and Commissioning

- 6.1.1. The Seller shall give the concerned SLDC and Procurers/UPPCL at least fifteen (15) days advanced written notice, of the date on which it intends to synchronise the Power Project to the grid system.
- 6.1.2. Subject to Article 6.1.1, the Power Project may be synchronized by the Seller to the grid system when it meets all the connection conditions prescribed in the Grid Code in effect and otherwise meets all other Indian/State legal requirements for synchronization to the grid system.
- 6.1.3. The synchronization equipment shall be installed by the Seller at its generation facility of the Power Project at its own cost. The Seller shall synchronize its system with the grid system only after the approval of synchronization scheme is granted by the concerned sub-station/grid system of STU/Discom and checking/verification is made by the concerned STU and Discom Authorities of the grid system.
- 6.1.4. The Seller shall immediately after each synchronization/tripping of generator, inform the sub-station of the grid system to which the Power Project is electrically connected in accordance with Grid Code.
- 6.1.5. UPPCL/STU shall not be responsible for the damage, if any, caused to the plant and equipment of the Generating Plant due to failure of the synchronizing or the protective system provided by the Seller.
- 6.1.6. The Seller shall inform the date of commencement of delivery of power to the designated officials of DISCOM and STU one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Seller, DISCOM, in consultation with STU as the case may be, shall extend assistance for testing, subject to the condition that the Seller shall pay the charges for such assistance to DISCOM, if so indicated by the concerned testing division of DISCOM. This charge shall be reasonable and be based on the man-hours devoted by DISCOM staff and their usual levels of remuneration, and DISCOM equipment used.

6.2. Operation of the Generating Plant

- 6.2.1. The Seller shall follow such operating procedures on its side of the electric interconnection with STUs system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the Grid Code, and other related guidelines, if any, issued by UPERC, SLDC, DISCOM, STU and any other concerned Transmission licensee.

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6.2.2. In no case, any other non-conventional / renewable fuel or fuels are to be used by the Seller to supplement Bagasse and the fuel linkage shall be the responsibility of the Seller. No pass through of cost on account of this shall be permitted.

6.2.3. All electrical equipments shall be installed in compliance with the requirements of the Director (Electrical Safety), Government of Uttar Pradesh and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electrical Act, 2003.

6.2.4. The Seller further agrees to make no material changes or additions to its facility, which may have an adverse effect on STU system, or amend the single-line diagram/ drawings and/or trip scheme given in Schedule 3, without DISCOM's prior written consent. DISCOM agrees that such consent shall not be unreasonably withheld or given without the prior permission of STU.

6.2.5. Without prejudice to the foregoing, the Seller shall install, operate, and maintain its facility in accordance with accepted Prudent Utility Practices in the electricity industry. The Seller's operation and maintenance schedules and staffing shall be adequate to meet such standards at all times.

6.2.6. DISCOM/STU shall follow such operating procedures on its side of the electric interconnection point with the Seller, as required to receive Power from the Seller's facility, without avoidable interruptions or adverse consequences on the Seller, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.



Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)



Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shahd Baram (Extension)
Lucknow.

7. DISPATCH

7.1. Dispatch

7.1.1. The Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time.

7.2. Supply Schedule

7.2.1. The Seller shall furnish to DISCOM and the STU or SLDC, as the case may be, a day ahead Supply Schedule, schedule of banking and withdrawal of banked energy and other information, as required in the CRE Regulations, 2014 and Grid Code as amended from time to time or provisions of any other regulation, code, order or direction in that regard or as desired otherwise.


7.3. Maintenance requirement of the Generating Plant

7.3.1. The Generating Plant's annual maintenance schedule shall normally be from May to September. The Generating Plant shall inform DISCOM and the STU regarding the maintenance schedule in accordance with provisions of the Grid Code as revised by the Commission from time to time.

7.3.2. Environmental clearance and compliance of environmental standards shall be the sole responsibility of the Seller.



Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)



Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.


8. METERING

8.1. Meters

- 8.1.1. The Generating Plant shall supply two identical sets of ABT compliant meters, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Generating Plant, conforming to the specifications approved by DISCOM/STU, along with all necessary associated equipment. These meters shall be installed and maintained by DISCOM/STU. These meters shall be installed at the grid substation of STU at the interconnection point. One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and the guidelines of CEA for installation of meters. The meters shall have AMR facility.
- 8.1.2. The joint meter readings shall be recorded in the format given in Schedule 5 & 6.
- 8.1.3. The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.
- 8.1.4. DISCOM (in consultation with STU if the generating plant is connected to the sub-station of STU) shall, test all the metering equipment for accuracy, in the presence of a representative of the Generating Plant, if the Generating Plant so elects, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.
- 8.1.5. DISCOM/STU's designated representative and the representative of the Seller shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of DISCOM and the Seller.
- 8.1.6. The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 8.1.7. Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of DISCOM, who shall bear the related costs.

Meter readings shall be taken jointly by parties as indicated below:-

- (i) DISCOM side- Executive Engineer (Distribution), as authorized by DISCOM and Executive Engineer (Transmission) as authorized by STU.


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Corporation Ltd.
(Extension)

(ii) Seller side – Authorized representative of the Seller.

- 8.1.8. The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.
- 8.1.9. If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 8.1.10. During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by DISCOM (in consultation with STU if the plant is connected to the Sub-station of STU/other transmission licensee). For this purpose, one spare set of meters would be required to be available with the Generating Plant at all times.
- 8.1.11. If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and reinstalled or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.
- 8.1.12. Metering at generating terminal of each unit of the Generating Plant shall be ensured as per the guidelines of the Central Electricity Authority.



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U. P. Power Corporation Ltd.
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LUCKNOW.

9. INSURANCES

9.1. Insurance

9.1.1. The Seller shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the financing agreements.


9.2. Application of Insurance proceeds

9.2.1. Save as expressly provided in this Agreement or the Insurances, the proceeds of any Insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.2.2. If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, Procurers shall have no claim on such proceeds of such Insurance.

9.3. Effect on liability of Procurers

9.3.1. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Seller can claim compensation, under any Insurance shall not be charged to or payable by Procurers.


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U. P. Power Corporation Ltd.
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LLC/2014/11

10. APPLICABLE TARIFF

10.1. General

The method of determination of Tariff Payments for any Contract Year during the Term of Agreement shall be in accordance with this Article.

10.2. Monthly Tariff payment

10.2.1. Monthly Capacity Charges

10.2.1.1. The Monthly Capacity Charge payment for any Month "m" in a Contract Year "n" shall be calculated as below:

$$FC_m = AFC_{yn} * AES_m,$$

where:

FC_m is the Capacity Charge payment for the Month m (in Rupees)

AFC_{yn} is the Payable Non Escalable Capacity Charges for the Month "m", expressed in Rupees/kWh and is equal to the Quoted Non Escalable Capacity Charges for the Contract Year in which such Month "m" occurs, as provided in Schedule 10; and

AES_m is the Actual Energy Supplied to the Procurers for the Month "m" (in kWh).

Provided that no Capacity Charges shall be payable for generation above 50% PLF.


The Generating Plant, to generate more power beyond 50% PLF, shall be paid incentive @ 50 paise per kWh.

10.2.2. Monthly Energy Charges

10.2.2.1. The Monthly Energy Charges payment (in Rupees) for any Month "m" in a Contract year shall be calculated as below:

$$MEC_m = AES_m * MEP_{mn}$$


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U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
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where:

- a) MEC_m is the Monthly Energy Charges for Month “m” in a Contract year (in Rs.);
- b) AES_m is the Actual Energy Supplied to the Procurers for the Month “m” (in kWh); and
- c) MEP_m is the Payable Escalable Energy Charges in Rs/ kWh, for the Month “m” of the Contract Year “n” and shall be computed as mentioned hereunder:

$$MEP_m = QMEP_n * p(E)/q(E)$$

where:

- a) QMEP_n for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charge as per Schedule 10 and for subsequent Contract Years it shall be taken as at the last month of the previous Contract Year (n-1);
- b) p(E) is the Escalation Index as per Article 10.2.4 at the beginning of Month “m” (expressed as a number);
- c) q(E) is the Escalation Index as per Article 10.2.4 (expressed as a number);

10.2.3. Deviation from the Schedule

10.2.3.1. The provisions of Availability Based Tariff shall be implemented and the Generating Plant shall be subject to day ahead scheduling. Generating Plant shall be required to schedule its power as per the applicable regulations/requirements/guidelines of CERC/UPERC/SLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC from time to time. Any deviation from the schedule will attract the provisions of applicable regulation /guidelines /directions and any financial implication on account of this shall be to the account of the Generating Plant.

10.2.4. Escalation Index

10.2.4.1. The index (“Escalation Index”) to be applied for escalation of Quoted Escalable Energy Charges shall be computed by assuming that as on the date of the Bid Deadline, the value of such Escalation Index is 100. Thereafter, for each Month after the Bid Deadline, the value of the Escalation Index shall be computed by applying the per annum escalation rate specified by the Central Electricity Regulatory Commission for payment of Escalation rate for domestic coal², as per the provisions of this Agreement.


² The increase in price of bagasse being the primary fuel will be considered on coal equivalence approach

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[Company Name] (Renewable)
[Company Name] Corporation Ltd.
[Company Name] (Extension)

10.2.4.2. For the avoidance of doubt, it is clarified that if the prevailing escalation rate specified by the Central Electricity Regulatory Commission is 5% per annum, then at the end of the first Month after the Bid Deadline, the value of the Escalation Index shall be 100.417 [i.e. $100 * (1 + 0.05/12)$]. The value of the Escalation Index at the end of the Pth Month after the Bid Deadline shall be calculated as: $100 * (1 + P*0.05/ 12)$ for Quoted Escalable Energy Charge. The value of the inflation rate shall be modified as and when specified by the CERC and the base value q(E), (100 in this case) shall be modified at the beginning of each Contract Year to be the Escalation Index at the end of the previous Contract Year. The value of the Escalation Index shall be calculated up to the three decimal points.

10.2.4.3. In case due to any reason, Central Electricity Regulatory Commission discontinues the publication of any of the escalation rate(s) mentioned above or for any other change from the existing practice, the Procurers and the Seller shall replace the above escalation rate(s) with escalation rate(s) which shall be computed on the same basis as was being used by CERC to estimate their notified escalation rate.


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Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
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11. BILLING AND PAYMENT

11.1. General

- 11.1.1. From the commencement of supply of power by the Seller, the Procurers shall pay the Seller the monthly Tariff payments, on or before the Due Date, in accordance with Tariff as specified in Article 10 and Schedule 10. All Tariff payments by the Procurers shall be in Indian Rupees.
- 11.1.2. The provisions of banking and wheeling of electricity shall be as per the CRE Regulations, 2014.
- 11.1.3. The Seller shall pay any applicable taxes, cess, duties, levies imposed by the Government or Competent Authority from time to time on banking of power.

11.2. Delivery and Content of Monthly Bills/Provisional Bills

- 11.2.1. The Seller shall issue to each Procurer a signed Monthly Bill for the immediately preceding month not later than ten (10) days of the next month. In case the Monthly Bill for the immediately preceding month issued after ten (10) days of the next month, the Due Date for payment of such monthly Bill shall be extended by thirty (30) days.

Provided that:

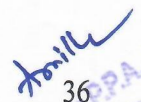
- (i) if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a month, the first Monthly Bill shall be issued for the period until the last day of such month, or
- (ii) if the date of commencement of supply of power falls after the fifteenth (15th) day of a month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following month.

11.2.2. Each Monthly Bill and Provisional Bill shall include the following:

- (i) Adjustments against the Provisional Bill(s) based on Energy Accounts for the power supplied in the month(s) preceding to the previous month(s);
- (ii) supporting data, documents and calculations in accordance with this Agreement.



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11.3. Payment of Monthly Bills

11.3.1. The Procurers shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified by the Seller in accordance with Article 11.3.4 below.

11.3.2. All payments made by the Procurers shall be appropriated by the Seller in the following order of priority:

- (i) towards the earlier unpaid Monthly Bill(s), if any; and
- (ii) towards the then current Monthly Bill.

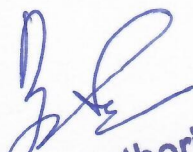
11.3.3. All payments required to be made under this Agreement shall only include any deduction or set off for:

- (i) deductions required by the Law; and
- (ii) amounts claimed by the Procurers from the Seller, through an invoice duly acknowledged by the Seller, to be payable by the Seller, and not disputed by the Seller within thirty (30) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that the Procurers shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) Days period.

11.3.4. The Seller shall open a bank account at Lucknow, Uttar Pradesh ("Seller's Designated Account") for all Tariff payments to be made by the Procurers to the Seller, and notify the Procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurers shall also designate a bank account at Lucknow (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurers, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurers shall instruct their respective bankers to make all payments under this Agreement to the Procurer's designated account or the Seller's designated account, as the case may be, and shall notify either Party of such instructions on the same day.

11.3.5. In the event of delay in payment of a Monthly Bill by the Procurers beyond 180 days of its Due Date, a Late Payment Surcharge shall be payable by such Procurers to the Seller at the rate of two percent (2%) in excess of the applicable State Bank Advance Rate per annum, on the amount of outstanding payment, calculated on a day to day basis (and compounded with monthly rest), for each day of the delay. The Late Payment Surcharge shall be claimed by the Seller through the Supplementary Bill.

11.3.6. For payment of any bill within due date, the following rebate shall be paid by the Seller to the Procurer in the following manner:



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Lucknow (Extension)

- (i) A rebate of 2% shall be payable to the procurer for the payments made in full within same month of receipt of bill by the Procurer provided the bill is submitted by 4th of the month.
- (ii) If bill is submitted after 4th day of the month, period of rebate of 2% shall be extended for the days of the delay from 4th day of the month.
- (iii) For payment after the period of 2% rebate but upto the due date, a rebate of 1% shall be allowed for the payment made in full.
- (iv) No rebate shall be payable on the bills raised on account of taxes, duties, cess etc.

11.4. Disputed Bill

11.4.1. If a Party does not dispute a Monthly Bill, Provisional Bill or a Supplementary Bill raised by the other Party by the due date, such Bill shall be taken as conclusive.


11.4.2. If a Party disputes the amount payable under a Monthly Bill, Provisional Bill or a Supplementary Bill, as the case may be, that Party shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:


- (i) the details of the disputed amount;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its claim.

11.4.3. If the invoicing Party agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 11.4.2, the invoicing Party shall revise such Bill within seven (7) days of receiving the Bill Dispute Notice. The disputing Party shall thereafter within seven (7) Days of receiving the revised Bill from the invoicing Party, make the payment thereunder, and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party such excess amount within fifteen (15) days of receiving the Bill Dispute Notice. In such a case excess amount shall be refunded along with interest at a rate of 1.25% per month, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

11.4.4. If the invoicing Party does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 11.4.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

- (i) reasons for its disagreement;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its counter-claim.


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11.4.5. Upon receipt of the Bill Disagreement Notice by the disputing Party under Article 11.5.4, authorized representative(s) or a director of the board of directors/ member of board of the disputing Party and the invoicing Party shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

11.4.6. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 11.4.4, the matter shall be referred to Dispute resolution in accordance with Article 17.

11.4.7. In case of Disputed Bills, it shall be open to the aggrieved Party to approach the Commission for Dispute resolution in accordance with Article 17 and also for interim orders protecting its interest including for orders for interim payment pending Dispute resolution and the Parties shall be bound by the decision of the Commission.

11.4.8. If a Dispute regarding a Monthly Bill, Provisional Bill or a Supplementary Bill is settled pursuant to Article 11.4 or by the Dispute resolution mechanism provided in this Agreement in favour of the Party that issues a Bill Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 11.4.5 or settled by Dispute resolution mechanism along with interest at a rate of 1.25% per month from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

11.4.9. For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurer shall, without prejudice to its/ their right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) Months Invoices (being the undisputed portion of such three Months' invoices) and (b) Monthly Invoice which is being disputed, provided such Monthly Bill has been raised based on the REA and in accordance with this Agreement.

11.5. Quarterly and Annual Reconciliation

11.5.1. The Parties acknowledge that all payments made against Monthly Bills, Provisional Bills and Supplementary Bills shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account the Regional Energy Accounts (REA), Tariff rebate, or any other reasonable circumstance provided under this Agreement.

11.5.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, has been finally verified and adjusted, the Procurers and the Seller shall jointly sign such

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(Extension)


reconciliation statement. Within fifteen (15) days of signing a reconciliation statement, the Seller or Procurers, as the case may be, shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Interest at a rate of 1.25% per month shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 17.


11.6. Payment of Supplementary Bill

11.6.1. Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- (i) Adjustments required by the Regional Energy Account (if applicable);
- (ii) Change in Law as provided in Article 13,
and such Supplementary Bill shall be paid by the other Party.

11.6.2. The Procurer(s) shall remit all amounts due under a Supplementary Bill raised by the Seller to the Seller's Designated Account by the Due Date and notify the Seller of such remittance on the same day. Similarly, the Seller shall pay all amounts due under a Supplementary Bill raised by Procurer by the Due Date to concerned Procurer's designated bank account and notify Procurer of such payment on the same day. For such payments by the Procurer, Rebate as applicable to Monthly Bills pursuant to Article 11.3.5 shall equally apply.


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Lucknow (Extension)
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12. FORCE MAJEURE

12.1. Definitions

In this Article, the following terms shall have the following meanings:

12.2. Affected Party

12.2.1. An affected Party means any of the Procurers or the Seller whose performance has been adversely affected by an event of Force Majeure.

12.3. Force Majeure

12.3.1. A "Force Majeure" means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- (i) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years;
- (ii) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving substation(s);
- (iii) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible;
- (iv) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party;
- (v) Industry wide strikes and labor disturbance having a nationwide impact in India;
- (vi) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Seller;
- (vii) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Seller to perform its obligations under the RFP Documents or any unlawful, unreasonable or discriminatory refusal to grant any Consents, Clearances and Permits required for the development/ operation of the Power Project,



provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down.

- (viii) any other unlawful, unreasonable or discriminatory action on the part of an Indian Government Instrumentality which is directed against the supply of power by the Seller to the Procurers, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.
- (ix) An event of force majeure affecting the concerned STU, as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurers;


12.3.2. Force Majeure exclusions

- (i) Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
 - a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, Fuel or consumables for the Power Project;
 - b) Delay in the performance of any contractor, sub-contractor or their agents excluding the conditions as mentioned in Article 12.2;
 - c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - d) Strikes or labor disturbance at the facilities of the Affected Party;
 - e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
 - f) Non-performance caused by, or connected with, the Affected Party's:
 - a. Negligent or intentional acts, errors or omissions;
 - b. Failure to comply with an Indian Law; or
 - c. Breach of, or default under this Agreement.

12.3.3. Notification of Force Majeure event

- (i) The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the


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other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

- (ii) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

12.3.4. Duty to Perform and Duty to Mitigate

- (i) To the extent not prevented by a Force Majeure event pursuant to Article 12.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure event as soon as practicable.

12.3.5. Available Relief for a Force Majeure event

- (i) Subject to this Article 12
 - a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event;
 - b) Every Party shall be entitled to claim relief in relation to a Force Majeure event in regard to its obligations as specified under Article 5.7;
 - c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure event in respect of such Party.
 - d) Provided that no payments shall be made by either Party affected by a Force Majeure event for the period of such event on account of its inability to perform its obligations due to such Force Majeure event.
 - e) Provided that for any other relief, either Party affected by a Force Majeure event shall be required to approach the UPERC, within 15 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure, for seeking relief for such event and the decision of the UPERC shall be final and governing on both the Parties.



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Chief Engineer PPA. (Renewable)
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13. CHANGE IN LAW

13.1. Definitions

In this Article 13, the following terms shall have the following meanings:

13.1.1. "Change in Law" means the occurrence of any of the following events after the date, which is seven (7) days prior to the Bid Deadline resulting into any additional recurring/ non-recurring expenditure by the Seller or any income to the Seller:

- (i) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- (ii) a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- (iii) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- (iv) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Seller;
- (v) any change in tax or introduction of any tax made applicable for supply of power by the Seller as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Seller, or (ii) any change on account of regulatory measures by UPERC.


13.2. Relief for Change in Law

13.2.1. The aggrieved Party shall be required to approach the UPERC for seeking approval of Change in Law.

13.2.2. The decision of the UPERC to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.

13.3. Notification of Change in Law

13.3.1. If the Seller is affected by a Change in Law in accordance with Article 13.1 and the Seller wishes to claim relief for such a Change in Law under this Article 13, it shall give notice to the Procurers of such Change in Law as soon


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as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law.

13.3.2. Notwithstanding Article 13.3.1, the Seller shall be obliged to serve a notice to the Procurers under this Article 13.3.2, even if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this Agreement, the obligation to inform the Procurers contained herein shall be material.

13.3.3. Provided that in case the Seller has not provided such notice, the Procurers shall have the right to issue such notice to the Seller.



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14. EVENTS OF DEFAULT AND TERMINATION

14.1. Seller event of Default

14.1.1. The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by Procurer(s) of its obligations under this Agreement or a Procurer Event of Default, shall constitute a Seller Event of Default:

- (i) the failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Revised Scheduled Delivery Date or the Scheduled Delivery Date, as the case may be, or
- (ii) the Seller fails to make any payment (a) of an amount exceeding Rupees One (1) Crore in aggregate required to be made to Procurers under this Agreement, within three (3) Months after the Due Date of undisputed invoice(s) /demand raised by the said Procurers on the Seller or (b) of an amount up to Rupees One (1) Crore required to be made to Procurers under this Agreement within six (6) Months after the Due Date of undisputed invoice(s)/ demand; or
- (iii) any of the representations and warranties made by the Seller in Schedule 7 of this Agreement; being found to be untrue or inaccurate. Further, in addition to the above, any of representations made or the undertakings submitted by the Successful Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company/ Affiliates related to the minimum equity obligation and submission of the Contract Performance Guarantee;
Provided however, prior to considering any event specified under this sub-article to be an Event of Default, the Procurers shall give a notice to the Seller in writing of at least thirty (30) days, or
- (iv) if
 - a) the Seller assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Generating Plant in contravention of the provisions of this Agreement; or
 - b) the Seller transfers or novates any of its rights and/ or obligations under this Agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - i. is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - ii. is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (v) if (a) the Seller becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings

remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the Seller, or (c) the Seller goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the Seller will not be a Seller Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company continues to meet the Qualification Requirements in terms of the RFP till six (6) months after commencement of supply of power by the Seller, and retains creditworthiness similar to the Seller and expressly assumes all obligations of the Seller under this Agreement and is in a position to perform them; or

- (vi) the Seller repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from the Procurers in this regard; or
- (vii) except where due to any Procurers' failure to comply with its material obligations, the Seller is in breach of any of its material obligations pursuant to this Agreement or of any of the RFP Documents where the Procurers and Seller are parties, and such material breach is not rectified by the Seller within thirty (30) days of receipt of first notice in this regard given by any of the Procurer on behalf of the Procurers.
- (viii) any direct or indirect change in the shareholding of the Seller in contravention of the terms of this Agreement; or
- (ix) failure to renew or replace the Contract Performance Guarantee, as per the terms of this Agreement; or
- (x) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Seller.

14.2. Procurer Event of Default

14.2.1. The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the Seller of its obligations under this Agreement or a Seller Event of Default, shall constitute the Event of Default on the part of defaulting Procurer:

- (i) a defaulting Procurer fails to meet any of its obligations, as specified in Article 5.3; or
- (ii) a defaulting Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of one hundred eighty (180) days after the Due Date; or
- (iii) the defaulting Procurer(s) repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Seller in this regard; or
- (iv) except where due to any Seller's failure to comply with its obligations, the defaulting Procurer(s) is/are in material breach of any of its obligations pursuant to this Agreement or of any of the other RFP Documents where the

Procurers and the Seller are Parties, and such material breach is not rectified by Procurers within thirty (30) days of receipt of notice in this regard from the Seller to Procurers; or


- (v) any representation and warranties made by the Procurers in Schedule 7 of this Agreement, being found to be untrue or inaccurate. Provided however, prior to considering any event specified under this sub-article to be an Event of Default, the Seller shall give a notice to the Procurers in writing of at least thirty (30) days; or
- (vi) if
 - a) Procurer(s) becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - b) any winding up or bankruptcy or insolvency order is passed against Procurers, or
 - c) Procurer(s) goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,


Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurers or such Procurer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurers or such Procurer and expressly assumes all obligations of Procurers or such Procurer under this Agreement and is in a position to perform them; or,

- (vii) occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurers.

14.3. Procedure for cases of Seller Event of Default

- (i) Upon the occurrence and continuation of any Seller Event of Default under Article 14.1, Procurer(s) shall have the right to deliver to the Seller a notice stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (ii) Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- (iii) During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- (iv) Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Seller Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Procurers may terminate this


Authorized Signatory
Briawan


Engineer P.P.A. (Renewable)
Corporation Ltd
Exchange

Agreement by giving a written Termination Notice of thirty (30) days to the Seller.

14.4. Termination for Procurer Event of Default

- (i) Upon the occurrence and continuation of any Procurer Event of Default specified in Article 14.2.1, the Seller shall have the right to deliver to the Procurers, a Seller Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- (ii) Following the issue of a Seller Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- (iii) During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- (iv) After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Seller shall be free to sell the Contracted Capacity to any third party of the Seller's choice.

Provided that such Procurer shall have the liability to make payments for Capacity Charges based on Normative PLF up to 50% to the Seller for the period up to the Expiry Date, subject to maximum of three (3) years from the eighth day after the expiry of the Consultation Period.

Provided further that in such period, in case the Seller is able to sell electricity to any third party at a price which is in excess of the Energy Charges, then such excess realization will reduce the Capacity Charge payments due from such Procurers.

For the avoidance of doubt, the above excess adjustment would be applied on a cumulative basis for such period. During such period, the Seller shall use its best effort to sell the Contracted Capacity and corresponding available capacity of Procurer or such Procurer generated or capable of being generated to such third parties at the most reasonable terms available in the market at such time, having due regard to the circumstances at such time and the pricing of electricity in the market at such time.

Provided further, the Seller shall ensure that sale of power to the shareholders of the Seller or any direct or indirect Affiliate of the Seller/ shareholders of the Seller, is not at a price less than the Tariff, without obtaining the prior written consent of such Procurer(s). Such request for consent would be responded to within a maximum period of three (3) days failing which it would be deemed that the Procurer has given his consent.



Authorized Signatory
Mr. Hariawan
(M. Ltd.)

Amilk 49

Chief Engineer (P.A. (Renewable))
Power Corporation Ltd.
Kuala Lumpur


Provided further that at the end of such period, this Agreement shall automatically terminate but only with respect to such Procurer and thereafter, such Procurer shall have no further Capacity Charge liability towards the Seller.

Provided further, the Seller shall have the right to terminate this Agreement with respect to such Procurer(s) even before the expiry of such period provided on such termination, the future Capacity Charge liability of such Procurer(s) shall cease immediately.

14.5. Termination due to Force Majeure

If the Force Majeure event or its effects continue to be present beyond the period as specified in Article 5.7.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice. In case of such termination, the Contract Performance Guarantee shall be returned to the Seller as per the provisions of Article 4.7.


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Shahd Bhawan (Extension)
Lucknow.

15. LIABILITY AND INDEMNIFICATION

15.1. Indemnity

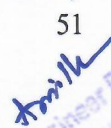
15.1.1. The Seller shall indemnify, defend and hold Procurers harmless against:

- (i) any and all third party claims, actions, suits or proceedings against the Procurers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Seller of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Procurers, its contractors, servants or agents; and
- (ii) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurers from third party claims arising by reason of:
 - a) breach by the Seller of any of its obligations under this Agreement, (provided that this Article 15 shall not apply to such breaches by the Seller, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Procurers, its contractors, servants or agents, or
 - b) any of the representations or warranties of the Seller under this Agreement being found to be inaccurate or untrue.

15.1.2. Procurers shall indemnify, defend and hold the Seller harmless against:

- (i) any and all third party claims, actions, suits or proceedings against the Seller, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurers of any of its obligations under this Agreement except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the Seller, its contractors, servants or agents; and
- (ii) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the Seller from third party claims arising by reason of
 - a) a breach by Procurers of any of its obligations under this Agreement (Provided that this Article 15 shall not apply to such breaches by

 Authorized Signatory

 (Renewable)
Corporation Ltd.
(Extension)

Procurers, for which specific remedies have been provided for under this Agreement.), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the Seller, its contractors, servants or agents, or

- b) any of the representations or warranties of the Procurers under this Agreement being found to be inaccurate or untrue.

15.2. Procedure for claiming Indemnity

15.2.1. Third party claims

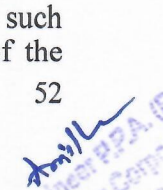
- (i) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 15.1.1(i) or 15.1.2(i), the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Article 15.1.1(i) or 15.1.2 (i) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
 - a) the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 15.2.1(ii) below; and
 - b) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- (ii) The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be Indemnified under Article 15.1.1(i) or 15.1.2(i) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the

 Signatory


Renewable PPA (Renewable)
Corporation Ltd.
(Extension)

defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

15.3. Indemnifiable Losses

15.3.1. Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(i) or 15.1.2(i), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 15.3, such event shall constitute a payment default under Article 14.

15.4. Limitation on Liability


15.4.1. Except as expressly provided in this Agreement, neither the Seller nor Procurers nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non- performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurers , the Seller or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

15.4.2. Procurers shall have no recourse against any officer, director or shareholder of the Seller or any Affiliate of the Seller or any of its officers, directors or shareholders for such claims excluded under this Article. The Seller shall have no recourse against any officer, director or shareholder of Procurers, or any Affiliate of Procurers or any of its officers, directors or shareholders for such claims excluded under this Article.

15.5. Duty to Mitigate

15.5.1. The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.


Authorized Signatory
DACL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer PPA (Renewable)
U. P. Power Corporation Ltd.
Shankaran (Extension)
LUCKNOW.

16. ASSIGNMENTS AND CHARGES

16.1. Assignments

16.1.1. This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

Provided that, such consent shall not be withheld if the Procurers seeks to transfer to any transferee all of its rights and obligations under this Agreement; and

- (i) such transferee is either the owner or operator of all or substantially all of the distribution system of such Procurer and /or such transferee is a successor entity of the Procurer; and
- (ii) this Agreement and the other RFP Documents shall continue to remain valid and binding on such successor.

16.1.2. Seller shall be entitled to assign its rights and obligations under this Agreement in favor of the Selectee duly appointed pursuant to the terms of Schedule 13 of this Agreement.

16.2. Permitted Charges

16.2.1. Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

16.2.2. However, the Seller may create any encumbrance over all or part of the receivables or the RFP Documents in favour of the Lenders or the Lender's Representative on their behalf, as security for:

- (i) amounts payable under the Financing Agreements; and
- (ii) any other amounts agreed by the Parties,

Provided that:

- (i) the Lenders or the Lender's Representative on their behalf shall have entered into the Financing Agreements and agreed upon in writing to the provisions of Schedule 13 of this Agreement; and
- (ii) any encumbrances granted by the Seller in accordance with this Article 16.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the Seller acting for itself and as trustee of the Procurers to release from such encumbrances all of the right, title and interest to additional compensation so as to enable the


Procurers to claim its right of subrogation. For the purposes of this Article, additional compensation shall mean the compensation that the Seller is entitled, whether actually or contingently, to receive from the Procurer(s) as well as compensated by any person other than the Procurer(s) for the same event.

16.2.3. Article 16.1.2 does not apply to :

- (i) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of supply of power by the Seller;
- (ii) pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of supply of power by the Seller; or
- (iii) security arising out of retention of title provisions in relation to goods acquired in the ordinary course of supply of power by the Seller.



Authorized Signatory
DACL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)



Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
State Sharan (Extension)
LUCKNOW.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. Governing Law

17.1.1. This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in Lucknow.

17.2. Amicable Settlement and Dispute Resolution

17.2.1. Amicable Settlement

(i) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- a) a description of the Dispute;
- b) the grounds for such Dispute; and
- c) all written material in support of its claim.

(ii) The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 17.2.1(i), furnish:

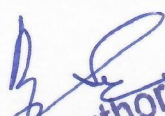
- a) counter-claim and defences, if any, regarding the Dispute; and
- b) all written material in support of its defences and counter-claim.

(iii) Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 17.2.1(i) if the other Party does not furnish any counter claim or defence under Article 17.2.1(i) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 17.2.1, the Dispute shall be referred for dispute resolution in accordance with Article 17.2.2.

17.2.2. Dispute Resolution

(i) Dispute Resolution by UPERC

- a) Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to UPERC,

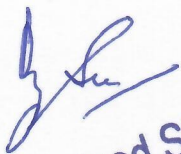

Authorized Signatory
Sugar-Hariawan
Chirram Ltd.)

such Dispute shall be submitted to adjudication by UPERC. Appeal against the decisions of the UPERC shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

- b) The obligations of the Procurers under this Agreement towards The Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurers.
- (ii) Dispute Resolution through Arbitration
- a) If the Dispute arises out of or in connection with any claims not covered in Article 17.2.2(i)a), such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article. In the event of such Dispute remaining unresolved as referred to in Article 17.2.1 (iii) hereof, any party to such Dispute may refer the matter to Registrar under the Rules of the Indian Council of Arbitration.
- i. The Arbitration Tribunal shall consist of three (3) arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules
- ii. The place of arbitration shall be Lucknow. The language of the arbitration shall be English.
- iii. The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.

17.3. Parties to Perform Obligations

- 17.3.1. Notwithstanding the existence of any Dispute and difference referred to the UPERC or the Arbitration Tribunal as provided in Article 17.2.2 and save as UPERC or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.


Authorized Signatory
DACL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)



Chief Engineer PPA, (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

18. MISCELLANEOUS PROVISIONS

18.1. Lead Procurer

- 18.1.1. The Procurers hereby appoint and authorize UPPCL [hereinafter referred to as the "Lead Procurer"] to represent all the Procurers for discharging the rights and obligations of the Procurers under this Agreement, which are required to be undertaken by all the Procurers. All the Procurers shall follow and be bound by the decisions of the Lead Procurer. Accordingly each Procurer agrees that any decision, communication, notice, action or inaction of the Lead Procurer on matters specified under this Agreement to be dealt with by the Lead Procurer shall be deemed to have been on its/his behalf and shall be binding on each of the Procurer. The Seller shall be entitled to rely upon any such action, decision or communication or notice from the Lead Procurer. It is clarified that provisions under this Article 18.1 are not intended to and shall not render the Lead Procurer liable to discharge Tariff Payments due to Seller from the other Procurers.
- 18.1.2. On the occurrence of any Event of Default specified in Article 14.2 by the Lead Procurer, the Seller may, at its option, within a period of fifteen (15) days from the date of issue of the Seller's Preliminary Default Notice referred to in Article 14.4(i) and if the said default by the Lead Procurer subsists, specify in writing to all the Procurers that the UPPCL shall be the new Lead Procurer, as per the provisions of this Article 18.1. In such a case, if the Seller so notifies, the new Lead Procurer shall, thereafter, act as Lead Procurer for the purposes of this Agreement, and the Lead Procurer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Procurer. It is clarified that all decisions taken by the UPPCL appointed under Article 18.1.1, in its capacity as Lead Procurer before such change, shall continue to be valid, in accordance with this Agreement.
- 18.1.3. Notwithstanding anything contained above, any decision which is required to be taken by the Procurers jointly under the provisions of this Agreement, shall be taken by all the Procurers and in case of difference amongst the Procurers, the said decision shall be taken by the Majority Procurers, as defined in Article 18.1.4 below.
- 18.1.4. Any decision taken by Procurers, who taken together constitute sixty five percent (65%) of the Contracted Capacity and constitute in number at least fifty percent (50%) of the total number of Procurers (hereinafter referred to as "Majority Procurers"), shall be binding on the Lead Procurer and all other Procurers. Majority Procurers shall also have the right to replace the Lead Procurer by any other Procurer of their choice. All decisions taken by the Majority Procurers in this Agreement shall be conveyed by the Lead Procurer.


Authorized Signatory
Sriwan

58 
Engineer P.P.A. (Renewable)
Power Corporation Ltd.
Extension)
P.P.A.

18.2. Minimum Equity holding/ Equity Lock-In

18.2.1. The minimum shareholding requirements specified in this Article shall apply to all of the entity/ entities which have made equity investment in the Seller and where the Seller is different from the Successful Bidder.

18.2.2. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Seller shall not be less than the following:

- a) Fifty-one percent (51%) from the Effective Date up to a period of two (2) years after commencement of supply of power; and
- b) Twenty-six (26%) for a period of three (3) years thereafter.

18.2.3. All investors of the Seller, except the Bidding Company, shall be allowed to divest their equity as long as the other remaining investors hold the minimum equity specified in Article 18.2.2.

18.2.4. In case equity in the Seller is held by the Affiliate(s), Parent Company or Ultimate Parent Company, such Affiliate(s), Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Seller to another Affiliate or Parent Company or Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate /Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate /Parent Company/ Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate/ Parent Company/ Ultimate Parent Company.

18.2.5. All transfers of shareholding of the Seller by any of the entities referred to above, shall be after prior written permission from the Procurers.

18.2.6. For computation of effective Equity holding, the Equity holding of the Successful Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in the Seller shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Successful Bidder A directly holds thirty percent (30%) of the equity in the Seller, then holding of Successful Bidder A in the Seller shall be thirty percent (30%);

If Successful Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the Seller, then, for the purposes of ascertaining the minimum equity/ equity lock-in requirements specified above, the effective holding of Bidder A in the Seller shall be fifteen percent (15%), (i.e., $30\% * 50\%$)

18.2.7. The provisions as contained in this Article 18.2 shall override the terms of the consortium agreement submitted as part of the Bid.

18.3. Amendment

18.3.1. This Agreement may only be amended or supplemented by a written agreement between the Parties.

18.4. Communication

18.4.1. In order to have effective co-ordination between DISCOM and the Generating Plant, a designated official shall be kept on duty round the clock by the Generating Plant and DISCOM in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other Party. The Generating Plant shall provide reliable and effective communication through wireless/hotline etc., between the Generating Plant & the interconnecting sub-station of STU and between the Generating Plant and the SLDC. The Generating Plant shall make provision for a Remote Terminal Unit (RTU) for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

18.5. Third Party Beneficiaries

18.5.1. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

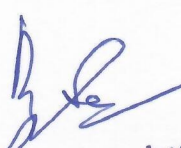
18.6. Waiver


18.6.1. No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

18.6.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.7. Authority to Execute

18.7.1. Each respective party represents and warrants as follows:


Authorized Signatory
[Name]


Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Pragati)
Lucknow

- (i) Each party has all necessary rights, powers and authority to execute, deliver and perform this Agreement.
- (ii) The execution, delivery and performance of this Agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- (iii) No consent of any person or entity not a party to this Agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

18.8. No Party Deemed Drafter

18.8.1. The parties agree that no Party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by Arbitrators, or by a court of law, no inference shall be drawn against either Party on account of this Agreement or any provision hereof being drafted by them. Procurer and the Seller acknowledge that both Parties have contributed substantially and materially to the preparation of this Agreement.

18.9. Entirety

18.9.1. This Agreement and the Schedules are intended by the Parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement.

18.9.2. Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or supply of power up to the Contracted Capacity under this Agreement to the Procurers by the Seller shall stand superseded and abrogated.

18.10. Confidentiality


18.10.1. The Parties undertake to hold in confidence this Agreement and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- (i) to their professional advisors;
- (ii) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- (iii) disclosures required under Law.

without the prior written consent of the other Parties.



Authorized Signatory
Hariawan



Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
Lucknow

18.10.2. Notwithstanding the provisions under Article 18.10.1, the Seller agrees and acknowledges that the Procurers may at any time, disclose the terms and conditions of the Agreement and the other RFP Documents to any person, to the extent stipulated under the Law.

18.11. Affirmation

18.11.1. The Seller and Procurers, both affirm that:

- a) neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
- b) it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the Seller and Procurers hereby undertake not to engage in any similar acts during the Term of Agreement.

18.12. Severability

18.12.1. The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.13. Relationship of the Parties

18.13.1. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18.14. Counterparts

18.14.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

18.15. Notices

18.15.1. All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.



Authorized Signatory
Sugar-Hariawan
Chirram Ltd.)



Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Engineering Extension
LUCKNOW.

18.15.2. If to the Procurers, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address: Chief Engineer (PPA),
Uttar Pradesh Power Corporation Ltd.,
14th Floor, Shakti Bhawan (Extn.),
14 – Ashok Marg, Lucknow – 226 001

18.15.3. If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address: **DSCL Sugar-Hariawan, P.O. Hariawan, Distt. Hardoi, U.P.,
(A Unit of DCM Shriram Limited), 1st Floor, Kanchenjunga
Building, 18, Barakhamba Road, New Delhi-110001**

18.15.4. All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.15.5. Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.


18.16. Language

18.16.1. All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.16.2. If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.17. Breach of Obligations


Authorized Signatory


Chief Engineer PPA (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
Lucknow.

18.17.1. The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

18.18. Nomination Restriction

18.18.1. Notwithstanding anything contained to the contrary in this Agreement, wherever a reference is made to the right of the Procurers to nominate a third Party to receive benefits under this Agreement, such third Party shall have a financial standing comparable to that of the Procurers in question.

18.19. Commercial Acts

18.19.1. The Procurers and Seller unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this Agreement and any other RFP Documents to which it is a Party constitute private and commercial acts rather than public or governmental acts.

18.20. Restriction of Shareholders / Owners' Liability


18.20.1. Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Companies Act, 2013.

18.21. Taxes and Duties

18.21.1. The Seller shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Seller, contractors or their employees, that are required to be paid by the Seller as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

18.21.2. Procurers shall be indemnified and held harmless by the Seller against any claims that may be made against Procurers in relation to the matters set out in Article 18.21.1.

18.21.3. Procurers shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Seller by the Procurers on behalf of Seller or its personnel, provided the Seller has consented in writing to Procurers for such work, which consent shall not be unreasonably withheld.


Authorized Signatory
Lawan

18.22. No Consequential or Indirect Losses

18.22.1. The liability of the Procurers and The Seller shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurers claim from one another any indirect or consequential losses or damages.

18.23. Discretion

18.23.1. Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

18.24. Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- 18.24.1. applicable Law, rules and regulations framed thereunder,
- 18.24.2. this Agreement

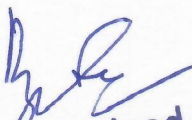
18.25. Independent Entity

18.25.1. The Seller shall be an independent entity performing its obligations pursuant to the Agreement.

18.25.2. Subject to the provisions of the Agreement, the Seller shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Seller in connection with the performance of the Agreement shall be under the complete control of the Seller and shall not be deemed to be employees, representatives, of the Seller and nothing contained in the Agreement or in any agreement or contract awarded by the Seller shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Seller.

18.26. Fraudulent and Corrupt Practices

18.26.1. The Seller and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Procurers may terminate the Agreement without being liable in any manner whatsoever to the Seller, if it determines that the Seller has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive


Signature

practice in the Bid process. In such an event, the Procurers shall forfeit the bid bond, without prejudice to any other right or remedy that may be available to the Procurers hereunder or subsistence otherwise.


18.26.2. Without prejudice to the rights of the Procurers under Article 18.26.1 hereinabove and the rights and remedies which the Procurers may have under this Agreement, if a Seller is found by the Procurers to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of LOI or after the execution of the PPA, the Procurers may terminate the Agreement without being liable in any manner whatsoever to the Seller. Further, in such an event, the Procurers shall forfeit the Contract Performance Guarantee.


18.26.3. Further, the Seller shall not be eligible to participate in any tender or RFP issued by the Procurers during a period of 2 (two) years from the date such Seller is found by the Procurers to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

18.26.4. For the purposes of this Article 18.26, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Procurers who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LOI or has dealt with matters concerning the PPA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Procurers, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LOI or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the Power Station or the LOI or the PPA, who at any time has been or is a legal, financial or technical adviser of the Procurer(s) in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;


Authorized Signatory
SSCI, Sugar-Hariawan
Shriram Ltd.)


Chief Engineer PPA, (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.
66

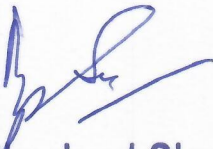
(c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bid process;


(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Procurers with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a conflict of interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bid process

18.27. Compliance with Law

18.27.1. Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Chaman (Extension)
LUCKNOW.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

Seller:

UPPCL:

DSCL Sugar-Hariawan,
(A Unit of DCM Shriram Ltd.)

Uttar Pradesh Power Corporation Ltd.

Signature: 

Signature: 

Name: Anoop Singh
Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)

Name: Arvind Mittal
Chief Engineer P.P.A. (Renewable)
U.P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

Designation: Sr V.P. (Commercial & Projects)

Designation: Chief Engineer (PPA)

Seal:

Seal:

Witness:

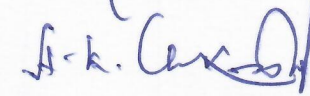
Witness:

1. Name: A.k. Chakraborty

1. Name: MANENDRA SINGH

Designation: Gm (C&L)

Designation: SE

Signature: 

Signature: 

2. Name: NIRANKAR SWARUP

2. Name: Anil Prakash

Designation: Director

Designation: EE (PPA-R)

Signature: 

Signature: 

Sr.No.	Item	Description
1	Project Capacity	----- MW
2	Units to be generated per annum (kWh) at projected PLF	-
3	Auxiliary Consumption (kWh)	-
4	Reactive Power requirement	-
5	Scheduled Month /Year of Commissioning	
6	Plant Load Factor (PLF- %)	-----%
7	Type Test Certificate	-
	Any Other Documents	-

Seal of Company

Name of Seller:

Date:

Signature:



Authorized Signatory
DACL Sugar-Hariawan
 (A Unit of DCM Shriram Ltd.)

Amil
 Chief Engineer PPA. (Renewable)
 U. P. Power Corporation Ltd.
 Shakti Hariawan (Extension)
 LUCKNOW.

Schedule 2- Location of Plant


To be filled & duly signed by Seller

Sr. No.	Particulars	Details to be filled up by the Seller
1.	Land details	
2.	Total area of the land in possession	
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	Village- Tehsil- District- State- U.P.
4.	Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point	

Interconnection facilities provided by the Generating Plant

	Items provided	Not provided
<u>Line Bay/s</u>		
a) Structures		
b) Bus Bars, Clamps And Connectors		
c) Grounding Grid		
d) Isolators		
e) Current Transformers		
f) Circuit Breakers		
g) Control Cubicles		
h) Control Cabling		
i) AC / DC Power Supply		
j) Communication Equipment		
k) Synchronisation & Protection Facilities		
l) Automatic Voltage Regulator		
m) Auto Synchronisation Unit		
n) Check Synchronisation Relay		
<u>Protection For Internal Faults:</u>		

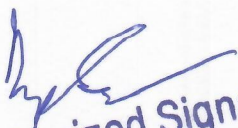

Authorized Signatory
 Sugar-Hariawan
 (Sugarcane) Ltd.



 Chief Engineer PPA (Renewable)
 Power Corporation Ltd.
 (Extension)
 KNOW.

	Items provided	Not provided
a) Differential Generator		
b) Differential Unit Transformer		
c) Restricted Earth Fault		
d) Stator Earth Fault		
e) Rotor Earth Fault		
f) Inter-Turn Fault		
g) Over Voltage		
h) Loss of Excitation		
i) Under Voltage		
j) Reverse Power		
k) Low Forward Power Relay		
Protection Against Grid Faults:		
a) Minimum Impedance (Distance Protection Relay)		
b) Unbalance (Negative Phase Sequence)		
c) O/C & E/F (Unit Transformer)-LT & HT		
Items	Items Provided	Not Provided
a) Overload Alarm		
b) Over Fluxing Relay		
Protection Against Grid Disturbances:		
a) Under Frequency		
b) Over Frequency		
c) Pole Slip		

Seal of Company
Date:

Name of Seller:
Signature:



Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.

Schedule 3- Plant Layout

Attach Appropriate Drawings/Documents


**Authorized Signatory
DACL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)**


**Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shardha Bhawan (Extension)
LUCKNOW.**

Schedule 4- Format for Monthly Power Bill

Sample Monthly Bill
Invoice

Date :	
For the Month of:	
Monthly Purchase Bill No.	
Name of Buyer: DISCOM	Name of the Generating Plant:
Address:	Address:
Town:	Town:
District:	District:
PIN Code:	PIN Code:
Tel. No.:	Tel. No.:
Fax:	Fax:

Description	Quantity	Unit Price	Amount
1. Energy Supplied (kWh)			
2. Energy For Wheeling (kWh)			
3. Energy For Payment (kWh) (1-2)			

Banked Energy:

1. Energy banked during the month	
2. Energy balance as on preceding month	
3. Energy scheduled for withdrawal during the month	
4. Banking charges	
5. Energy withdrawn during the month (3-4)	
6. Energy banked at the end of the month (1+2-3)	

Other Charges:

Less/Add:	
Subtotal:	
Total Due :	

Verified by:

For Generating Plant Ltd.

For DISCOM

Authorized Signatory

Authorized Signatory


Authorized Signatory
Sugar-Hariawan
Chriram Ltd.)


Chief Engineer P.P.A. (Renewable)
H. P. Power Corporation Ltd.
Bharuwan (Extension)
BANKNOWN.

Schedule 5- Bill Meter Readings Of Generating Plant

Reading should be taken on 1st working day of every month, at 12.00 noon.

Name of the generating plant:	
Place:	
Taluka:	
District:	
State:	
C.T. Ratio available/connected:	
P.T. Ratio available/connected:	
Scale factor (if any):	
Multiplying factor (mf):	
Billing meter make / number:	

Meter Readings:

<u>kWh</u>	Export Meter Reading	Import Meter Reading
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorised Signatory

Authorised Signatory

Authorised Signatory

Executive Engineer
Transmission

Executive Engineer Discom

Auth. Representative
Generating Plant

Date:

Notes:

1.DISCOM / STU shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.

2.The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by DISCOM's Despatcher.

3.If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

Signature
Authorised Signatory

Signature
Auth. Representative
Generating Plant

**Schedule 6- Check Meter Readings of
Generating Plant**

Reading should be taken on 1st working day of every month, at 12.00 noon.

Name of the generating plant:	
Place:	
Taluka:	
District:	
State:	
C.T. ratio available/connected:	
P.T. ratio available/connected:	
Scale factor (if any):	
Multiplying factor (mf):	
Check meter make / number:	

Meter readings:

kWh	Export meter reading	Import meter reading
Previous reading		
Current reading		
Difference		
Difference x multiplying factor		

Authorised Signatory

Authorised

Signatory

Authorised Signatory

Executive Engineer

Executive Engineer

Auth. Representative

Transmission

Discom


Generating Plant

Date:

Notes:

1. DISCOM /STU shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by DISCOM's Despatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer P.P.A. (Renewable)
L. P. Power Corporation Ltd.
Shardihariawan (Extension)
LUCKNOW.

Schedule 7: Representation and Warranties

7.1 Representations and Warranties by the Procurer

Each Procurer hereby represents and warrants to and agrees with the Seller as follows and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the transactions described in this Agreement:

7.1.1

- i) The Procurers have all requisite powers and has been duly authorized to execute and consummate this Agreement;
- ii) This Agreement is enforceable against the Procurers in accordance with its terms;
- iii) The consummation of the transactions contemplated by this Agreement on the part of the Procurers will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Procurers is a party or to which the Procurers is bound, which violation, default or power has not been waived;
- iv) The Procurers are not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the Procurers;
- v) There are no actions, suits, claims, proceedings or investigations pending or, to the best of the Procurer's knowledge, threatened in writing against the Procurers at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement.

7.1.2 Each Procurer makes all the representations and warranties above to be valid as on the date of this Agreement.

7.2 Representations and Warranties of the Seller

7.2.1 The Seller hereby represents and warrants to and agrees with the Procurers as follows and acknowledges and confirms that the Procurers are relying on such representations and warranties in connection with the transactions described in this Agreement:

- i) The Seller has all requisite power and has been duly authorized to execute and consummate this Agreement;
- ii) This Agreement is enforceable against the Seller in accordance with its terms;
- iii) The consummation of the transactions contemplated by this Agreement on the part of the Seller will not violate any provision of, nor constitute a default under,

Authorized Signatory
Marriawan

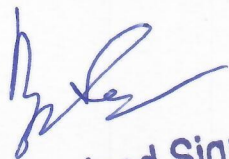
Amik
Best P.P.A. (Renewable)
Corporation Lt
E. J. S. S.

nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Seller is a party or to which the Seller is bound which violation, default or power has not been waived;

- iv) The Seller is not insolvent and no insolvency proceedings have been instituted, or not threatened or pending by or against the Seller;
- v) There are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened in writing against the Seller at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to supply power or to comply with its obligations under this Agreement.
- vi) The Seller/ Successful Bidder has neither made any statement nor provided any information in his Bid, which was materially inaccurate or misleading at the time when such statement was made or information was provided. Further, all the confirmations, undertakings, declarations and representations made in the Bid are true and accurate and there is no breach of the same.

7.2.2 The Seller makes all the representations and warranties above to be valid as on the date of this Agreement.

7.2.3 In the event that any of the representations and warranties made by the Seller in the Article above not true or are incorrect, the occurrence of such event would amount to a Seller Event of Default under Article 14 of this Agreement and the Procurers shall have the right to terminate this Agreement in accordance with Article 14 of this Agreement.


Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer PPA (Renewable)
U. P. Power Corporation Ltd.
Shahd Buzurg (Extension)
LUCKNOW.

Schedule 8- Monthly Tripping Report

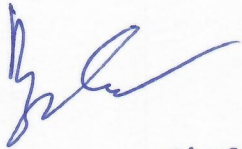
Name and Address of the Generating Plant :
 Installed generation Capacity (MW) :
 Date of First Commissioning (Synchronising) :
 Date of Commercial Operation :
 Date of Synchronising :
 Progressive Days (generation): In Days :


TRIPPING ON FAULT:

S. N	Tripping		Tripping Reasons				Synchronization		Total Time Lost		Remark
	Date	Time	Relay Operated	Mec	Elec	Others	Date	Time	Hr	Min	
		Hr Min						Hr Min			

To:

1. Concerned SLDC, DISCOM
2. Authorised Person/ Executive Engineer, STU
3. Authorized Representative of the Generating Plant


Authorized Signatory
DACL Sugar-Hariawan
 (A Unit of DCM Shriram Ltd.)


Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Shri Shriwan (Extension)
LUCKNOW.

Schedule 9- Planned & Forced Outage

S.N	Outage			Outage Reasons				Synchronisation		Time lost		Remark	
	Date	Time		No Fuel	Mech	Elec	Other	Date	Time		Hr		Min
		Hr	Min						Hr	Min			

Progressive Days :

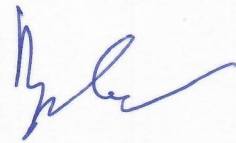
Time Lost (In Hours) :

•During Month& Year :

•Since First Commissioning :

To:

1. Concerned SLDC, DISCOM
2. Authorised Person/ Executive Engineer, STU
3. Authorized Representative of the Generating Plant



Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Anil
Chief Engineer PPA. (Renewable)
U. P. Power Corporation Ltd.
Said Bhawan (Extension)
LUCKNOW.

Schedule 10- Selected Bid

**In case of additional capacity commissioned under supplementary PPA using existing transmission infrastructure, the applicable tariff given shall be reduced by 18 Paise/kWh.*



**Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)**




**Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shakti Bhawan (Extension)
LUCKNOW.**

Schedule 11- Approvals


1. Consent from the STU for evacuation of the power generated by the----
MW Bagasse based Power Project.
2. Approval of the Electrical Inspectorate, for commissioning of the
transmission line and the-----MW Bagasse based Power Project.
3. Certificate of Commissioning of Bagasse based Power Project issued by
Concerned SLDC.
4. Permission from all other statutory and non-statutory bodies required for
the Project, as applicable.



Authorized Signatory
DSCL Sugar-Hariawan
(A Unit of DCM Shriram Ltd.)


Chief Engineer P.P.A. (Renewable)
U. P. Power Corporation Ltd.
Shahd Ehtawan (Extension)
LUCKNOW.

Schedule 12- Names and details of the Procurer

Sl. No.	Name of the Procurer	Address of the Registered Office of Procurer	Law under which incorporated	Contracted Capacity (MW)
	Paschimanchal Vidyut Vitran Nigam Ltd.	Urja Bhawan, Victoria Park, MD Camp Office. Meerut 250001. Phone : +91-0121- 2665734. Fax : +91-121- 2666062	Companies Act, 1956	
	Purvanchal Vidyut Vitran Nigam Ltd.	DLW Bhikharipur, Varanasi - 221004. Phone: (0542) 2318348, Fax: (0542) 2319439	Companies Act, 1956	
	Madhyanchal Vidyut Vitran Nigam Ltd.	4A Gokhaley Marg, Lucknow. Phone: +91-522- 2204044/ 2208737, Fax: +91-522- 2208769	Companies Act, 1956	
	Dakshinanchal Vidyut Vitran Nigam Ltd.	Urja Bhawan, NH - 2 (Agra – Delhi Bypass Road), Sikandra, Agra - 282002. Phone & Fax : 0562- 2605465	Companies Act, 1956	
	Kanpur Electricity Supply Company Ltd.	Kesa House, 14/71 Civil Lines, Kanpur Ph : 0512- 2540505	Companies Act, 1956	
Total				


Authorized Signatory
 DSC Sugar-Hariawan
 Unit of DCM Shriram Ltd.)


 Chief Engineer P.P.A. (Renewable)
 P. Power Corporation Ltd.
 Lucknow.

Schedule 13- Substitution Rights Of The Lenders

13.1. Substitution of the Seller

13.1.1. Subject to the terms of the PPA, upon occurrence of a Seller Event of Default under the PPA, the Lenders shall, have the right to seek substitution of the Seller by a Selectee for the residual period of the PPA, for the purposes of securing the payments of the Total Debt Amount from the Seller and performing the obligations of the Seller, in accordance with the provisions of this Schedule.

13.1.2 The Lenders may seek to exercise right of substitution by an amendment or novation of the PPA and other RFP Documents executed between Procurers and the Seller in favour of the Selectee, the Procurers and the Seller shall cooperate with the Lenders to carry out such substitution.

13.2. Procurers Notice of Default

13.2.1 The Procurers, who serve(s) the Preliminary Default Notice on the Seller as per this Agreement, shall simultaneously also issue a copy of the same to the Lenders.

13.3. Substitution Notice

13.3.1 In the event of failure of the Seller to rectify the Seller Event of Default giving rise to Preliminary Default Notice and on receipt of a copy of the Termination Notice by the Procurers, the Lenders, either on their own or through its representative (the "**Lenders' Representative**") shall be entitled to notify the Procurers and the Seller of the intention of the Lenders to substitute the Seller by the Selectee for the residual period of the PPA (the "**Substitution Notice**").

13.4. Interim operation of Power Station

13.4.1 On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate the PPA, except under and in accordance with the terms of this Schedule 13 of this Agreement.

13.4.2 On issue of a Substitution Notice, the Lenders shall have the right to request the Procurers to enter upon and takeover the Power Station for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Power Station, including levy, collection and appropriation of payments thereunder, subject to, the servicing of monies owed in respect of the Total Debt Amount as per the Financing Agreements and the Seller shall completely cooperate in any such takeover of the Power Station by the Procurers. If the Procurers, at their sole and exclusive discretion agree to enter upon and takeover the Power Station, till substitution of the Selectee in accordance with this Agreement, such Procurers shall be compensated for rendering such services in accordance with Clause 13.9.4 of this Schedule

Authorized Signatory
Sugar-Hariawan
(Pvt) Ltd

Chief Engineer PPA. (Renewable)
Power Corporation Ltd.,
Man (Extension)
PW.

13.4.3 If the Procurers refuse to takeover the Power Station on request by the Lenders in accordance with Clause 13.4.2 above, the Seller shall have the duty and obligation to continue to operate the Power Station in accordance with the PPA till such time as the Selectee is finally substituted.

13.4.4 The Lenders and the Procurers shall, simultaneously have the right to commence the process of substitution of the Seller by the Selectee in accordance with these terms and the Seller hereby irrevocably consents to the same.

13.5. Process of Substitution of Seller

13.5.1 The Lenders' Representative may, on delivery of a Substitution Notice notify the Procurers and the Seller on behalf of all the Lenders about the Lenders' decision to invite and negotiate, at the cost of the Lenders, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of the PPA. Subject to and upon approval of the Lead Procurer, such Selectee shall be entitled to receive all the rights of the Seller and shall undertake all the obligations of the Seller under the PPA and other RFP Documents executed between the Seller and the Procurers, in accordance with these terms of substitution.

13.5.2 The Lenders and the Seller shall ensure that, upon the Lead Procurer approving the Selectee, the Seller shall transfer absolutely and irrevocably, the ownership of the Power Station to such Selectee simultaneously with the amendment or novation of the PPA and other RFP Documents executed between the Seller and the Procurers in favour of the Selectee as mentioned in Clause 13.1.2 of this Schedule.

13.6. Modality for Substitution

Criteria for selection of the Selectee

13.6.1 The Lenders and / or the Lenders' Representative shall in addition to any other criteria that they may deem fit and necessary, apply the following criteria in the selection of the Selectee:

(a) if the Seller is proposed to be substituted prior to the Scheduled Delivery Date or Revised Scheduled Delivery Date, as the case may be, the Selectee shall possess the financial capability used to qualify bidders in the RFP stage (including the methodology prescribed therein) to perform and discharge all the residual duties, obligations and liabilities of the Seller under the PPA. If the Seller is proposed to be substituted during the Operation Period, this criteria shall not be applicable.

(b) the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the Seller to the Procurers under and in accordance with the PPA and also payment of the Total Debt Amount to the Lenders upon terms and conditions as agreed to between the Selectee and the Lenders;

(c) the Selectee shall have not been in breach of any agreement between the Selectee and any Bank or any Lender or between the Selectee and any of the Procurers, involving sums greater than Rupees (Rs) [Insert amount] at any time in the last two (2) years as on the date of the substitution notice to the Seller.

Signature

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U. Power P.P.A. (Renewable)
Shakti Bhawan (Extension)
LUCKNOW

(d) any other appropriate criteria, whereby continuity in the performance of the Selectee's obligations under the PPA is maintained and the security in favour of the Lenders under the Financing Agreements is preserved.

13.7. Modalities

13.7.1 The following modalities shall be applicable to any substitution of the Seller by the Selectee pursuant to this Agreement:

13.7.2 The Lenders' Representative shall on behalf of the Lenders propose to the Procurers (the "Proposal") pursuant to Clause 13.7.3 below, the name of the Selectee for acceptance, seeking:

- (a) grant of all the rights and obligations under the PPA and the other RFP Documents executed between the Procurers and the Seller, to the Selectee (as substitute for the Seller);
- (b) amendment of the PPA and the other RFP Documents executed between the Procurers and the Seller, to the effect that the aforementioned grant to the Selectee, shall be such that the rights and obligations assumed by the Selectee are on the same terms and conditions for the residual period of the PPA as existed in respect of the Seller under the original PPA and the other RFP Documents executed between the Procurers and the Seller; and
- (c) the execution of new agreements as necessary, by the proposed Selectee for the residual period of the PPA on the same terms and conditions as are included in this Agreement.

13.7.3 The Proposal shall contain the particulars and information in respect of the Selectee and the data and information as Procurers may reasonably require. The Procurers may intimate any additional requirement within thirty (30) days of the date of receipt of the Proposal.

13.7.4 The Proposal shall be accompanied by an unconditional undertaking by the Selectee that it shall, upon approval by the Procurers of the Proposal:

- (a) observe, comply, perform and fulfill the terms, conditions and covenants of the PPA and all other RFP Documents executed between Seller and the Procurers or a new PPA or respective RFP Document (in the case of the novation thereof), which according to the terms therein are required to be observed, complied with, performed and fulfilled by the Seller, as if such Selectee was the Seller originally named under the PPA; or the respective RFP Document; and
- (b) be liable for and shall assume, discharge and pay the Total Debt Amount or then outstanding dues to the Lenders under and in accordance with the Financing Agreements or in any other manner agreed to by the Lenders and the Procurers as if such Selectee was the Seller originally named under such Financing Agreements.

13.7.5 At any time prior to taking a decision in respect of the Proposal received under Clause 13.7.2, the Procurers may require the Lender/ Lenders' Representative to satisfy it as to the eligibility of the Selectee. The decision of the Procurers as to acceptance or

Signature

PPA (Renewable)
Lenders' Representative Ltd.
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rejection of the Selectee, shall be made reasonably and when made shall be final, conclusive and binding on the Parties.

13.7.6 The Procurers (insert as applicable) shall convey their approval or disapproval of such Proposal, through the Lead Procurer, if applicable, to the Selectee. Such decision shall be made by the Procurers at their reasonably exercised discretion within twenty one (21) days of:

- (a) the date of receipt of the Proposal by the Procurers; or
- (b) the date when the last of further and other information and clarifications in respect of any data, particulars or information included in the Proposal requested by the Procurers under Clause 13.7.3 above is received;

whichever is later.

Notwithstanding anything to the contrary mentioned in this Agreement, the approval of the Procurers or Lead Procurer for the Selectee shall not be withheld in case the Selectee meets the criteria mentioned in Clause 13.6.1.

13.7.7 Upon approval of the Proposal and the Selectee by the Procurers, the Selectee mentioned in the Proposal shall become the Selectee hereunder.

13.7.8 Following the rejection of a Proposal, the Lenders and/ or the Lenders' Representative shall have the right to submit a fresh Proposal, proposing another Selectee (if the rejection was on the grounds of an inappropriate third party proposed as Selectee) within sixty (60) days of receipt of communication regarding rejection of the Selectee previously proposed. The provisions of this article shall apply mutatis mutandis to such fresh Proposal.

The substitution of the Seller by the Selectee shall be deemed to be complete upon the Selectee executing all necessary documents and writings with or in favour of the Seller, Procurers and the Lenders so as to give full effect to the terms and conditions of the substitution, subject to which the Selectee has been accepted by the Lenders and the Procurers and upon transfer of ownership and complete possession of the Power Station by the Procurers or the Seller, as the case may be, to the Selectee. The Procurers shall novate all the RFP Documents, which they had entered in to with the Seller in order to make the substitution of the Seller by the Selectee effective. The quantum and manner of payment of the consideration payable by the Selectee to the Seller towards purchase of the Power Station and assumption of all the rights and obligations of the Seller under the PPA and other RFP Documents as mentioned in this Agreement shall be entirely between the Seller, Selectee and the Lenders and the Procurers shall in no way be responsible to bear the same.

13.7.9 Upon the substitution becoming effective, all the rights of the Seller under the PPA shall cease to exist:

Provided that, nothing contained in this sub-article shall prejudice any pending / subsisting claims of the Seller against a Procurers or any claim of the Procurers against the erstwhile Seller or the Selectee.


Authorized Signatory
Sriawan

Director P.P.A. (Renewable)
Corporation Ltd.
Amik
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13.7.10 The Selectee shall, subject to the terms and conditions of the substitution, have a period of ninety (90) Days to rectify any breach and/ or default of the Seller subsisting on the date of substitution and required to be rectified and shall incur the liability or consequence on account of any previous breach and/ or default of the Seller.

13.7.11 The decision of the Lenders and the Procurers in the selection of the Selectee shall be final and binding on the Seller and shall be deemed to have been made with the concurrence of the Seller. The Seller expressly waives all rights to object or to challenge such selection and appointment of the Selectee on any ground whatsoever.

13.7.12 The Lenders shall be solely and exclusively responsible for obtaining any and all consents/ approvals or cooperation, which may be required to be obtained from the Seller under this Agreement and the Procurers shall not be liable for the same.

13.7.13 All actions of the Lenders' Representative hereunder shall be deemed to be on behalf of the Lenders and shall be binding upon them. The Lenders' Representative shall be authorised to receive payment of compensation and any other payments, including the consideration for transfer, if any, in accordance with the Proposal and the Financing Agreements and shall be bound to give valid discharge on behalf of all the Lenders.

13.8. Seller's Waiver

13.8.1 The Seller irrevocably agrees and consents (to the extent to which applicable law may require such consent) to any actions of the Lenders, the Lender's Representative and the Procurers or exercise of their rights under and in accordance with these terms.

13.8.2 The Seller irrevocably agrees and consents (to the extent to which applicable law may require such consents) that from the date specified in Clause 13.7.9, it shall cease to have any rights under the PPA or the Financing Agreements other than those expressly stated therein.

13.8.3 The Seller warrants and covenants that any agreement entered into by the Seller, in relation to the Power Station, shall include a legally enforceable clause providing for automatic novation of such agreement in favour of the Selectee, at the option of the Lenders or the Procurers. The Seller further warrants and covenants that, in respect of any agreements which have already been executed in relation to the Power Station and which lack a legally enforceable clause providing for automatic novation of such agreement, the Seller shall procure an amendment in the concluded agreement to incorporate such clause.

13.9. Interim Protection Of Service And Preservation Of Security

Appointment of a Receiver

13.9.1 In every case of the Lenders issuing a Substitution Notice and the Procurers refusing to takeover the Power Station and the Seller failing to operate the Power Station in accordance with Clause 13.4.3 and the Procurers not electing to act as Receiver as per Clause 13.9.2 hereof, the Lenders may institute protective legal proceedings for appointment of a receiver (the "Receiver") to maintain, preserve and

Authorized Signatory

Engineer P.P.A. (Renewable)
Power Corporation Ltd.
KNOX

protect the assets held as security by the Lenders if such right is granted under the terms of the Financing Agreements.

13.9.2 If the assets of the Power Station are, in the opinion of the Procurers, necessary and required for the operation and maintenance of the Power Station, the Procurers shall be entitled to elect to act as the Receiver for the purposes of this Article and be entitled to maintain, preserve and protect the said assets by engaging an operator/service provider to act on their behalf and the Lenders and Seller hereby consent and agree to the same. Upon the Procurers so intimating the Seller and the Lender's representative their desire to act as Receiver, the Seller and the Lender's representative shall co-operate with the Procurers to facilitate the same.

13.9.3 Upon appointment of the Court appointed Receiver or the Procurers acting as Receiver, all the Receivables received by such Receiver shall be deposited by the Receiver in the bank account jointly designated by the Procurers and the Lenders. The Receiver shall be responsible for protecting the assets in receivership and shall render a true and proper account of the receivership to the Lenders in accordance with the terms of its appointment.

13.9.4 When acting as a Receiver or operator in accordance with Clauses 13.9 or 13.4.2, Procurers shall be entitled to be remunerated for such services as may be determined by the Appropriate Commission. Furthermore, when acting as a Receiver, the Procurers shall not be liable to the Lenders, the Lenders' Representative, Seller or any third party for any default under the PPA, damage or loss to the Power Station or for any other reason whatsoever, except for wilful default of the Procurers.

13.10 Substitution Consideration

13.10.1 The Lenders and Procurers shall be entitled to appropriate any consideration received for the substitution of the Seller as hereinabove provided, from the Selectee towards the payment of Lenders' and the Procurers' respective dues, to the exclusion of the Seller.

13.10.2 The Seller shall be deemed to have nominated, constitutes and appoints the Lenders' Representative as its constituted attorney for doing all acts, deeds and things as may be required to be done for the substitution of the Seller by the Selectee pursuant to these terms.

13.11. Change in the Procurers or Lenders

13.11.1 The Parties hereto acknowledge that during the subsistence of the PPA, it is possible that any Procurers may cease to be a party to this Agreement by reason of termination of PPA vis-à-vis such Procurers and any Lender may cease to remain as a Lender by reason of repayment of the debt or otherwise. Further it may possible that any Lender may be substituted or a new Lender may be added. In the event of any Procurers or Lender ceasing to be a party to the PPA or Financing Agreement respectively, the term and conditions as prescribed in this Schedule shall cease to automatically apply to such Procurers or Lender as the case may be. Further, upon any entity being added as a Lender and in the event such entity is given the right to substitute the Seller under the Financing Agreement and then the contents of this Schedule shall be applicable to the exercise of such right by the said new entity.

Chief Engineer PPA, (Renewable)
U. P. Power Corporation Ltd.
Lucknow
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