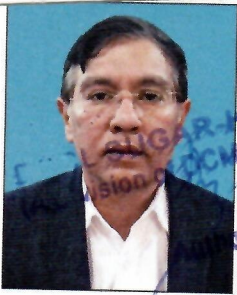




उत्तर प्रदेश UTTAR PRADESH



HARIAWAN
Shriram Ltd.)
Authorized Signatory

EB 415054

13 MAR 2018

SUPPLEMENTARY POWER PURCHASE AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made this 13th day of July 2018 (hereinafter called the Effective date), by and between M/s DSCL Sugar-Hariawan, Distt. Hardoi, UP, A unit of DCM Shriram Limited, registered under the company 's Act 1956 and having its registered office at 1th Floor, Kanchenjunga Building, 18, Barakhamba Road, New Delhi-110001 hereinafter called the "Generating Company ", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part and Madhyanchal Vidyut Vitran Nigam Ltd., a Company registered under the Company's Act, 1956, having its Registered Office at 4 A, Gokhle Marg, Lucknow hereinafter called "DISCOM", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as 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.

HARIAWAN
Shriram Ltd.)

AND WHEREAS:

- A Pursuant to the authorization provided by DISCOM in its Board of Director meeting held on 24-08-05, a Power Purchase Agreement dated 06-12-2006 was signed by UP Power Corporation on behalf of DISCOM with M/s DSCL Sugar-Hariawan, for purchase of 15 MW Bagasse based power for which the generating Company has installed a Bagasse based power generating plant of aggregate capacity of 27 MW at Village- Hariawan, Distt. Hardoi, U.P. and this plant is operational after its commissioning. The power from this plant is presently evacuated by 132 KV transmission line at 132 KV Hardoi substation.
- B The generating Company vide their letter dated 12-05-2018, further requested that they have undertaken to implement the new Bagasse based power project by installing plant and equipment having installed capacity of 30 MW (hereinafter referred to as the new plant, whose technical particulars more described at Annexure-I) and desired to sell 23 MW additional power from this new generation plant for ten years and complete the erection, installation and commissioning of the said capacity and shall make it operational by September 2018 at the mutually agreed tariff (*Copy of which is collectively annexed hereto as Annexure-II*) described as below;-
- Tariff for the new plant shall be provisionally Rs. 4.81/unit w.e.f. date of signing of agreement till the discovery of L-1(Lowest) tariff through competitive bidding process to be conducted by the UPPCL for the purchase of bagasse based power.
Further tariff for export of power shall be levellised L-1 tariff or Rs. 4.81/unit, whichever is lower.
 - Further as the additional capacity shall evacuated through the existing transmission line so tariff shall further reduce by 18 Paise /unit as agreed by both parties.
- C The Generating Company has confirmed that there would be no payment security mechanism through irrevocable and self-replenishing letter of Credit. Late payment Surcharge would not be payable if the payment is made within 6 month

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

(1) DISCOM shall accept and purchase 23 MW made available by the Generating Plant's Bagasse based in accordance with the mutually agreed tariff and terms & conditions of this agreement described here as below.

- Tariff for the new plant shall be provisionally Rs. 4.81/unit w.e.f. date of signing of agreement till the discovery of L-1(Lowest) tariff through competitive bidding process to be conducted by UPPCL for the purchase of bagasse based power.

Further tariff for export of power shall be levelled L-1 tariff or Rs. 4.81/unit, whichever is lower.

- Further as the additional capacity shall 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 57 MW. Accordingly the total contracted capacity would be 38 MW, which will be supplied as follows:-

Sl. no.	Contracted Capacity	
(a)	Existing plant	15 MW
(b)	Proposed plant	23 MW
	Total	38 MW

(3) The tariff for export of power from existing plant shall be as per UPERC Regulations. Whereas tariff of new generating plants would be the rate as agreed in Cl. 1 (a) of this SPPA.

(4) Due to existing interconnection 132 KV transmission system being used for export of additional power of new generating plant, any modification / upgradation at Grid Substation end, if required will be done through U P Power Transmission Corporation Ltd (UPPTCL) at the expense of generating Company as per UPPTCL,s rule without any financial liability upon UPPCL.

(5) As the surplus power generated from the plant(s) commissioned in different years will be transmitted through existing 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.upslcd.org).

All other Terms and conditions of Agreement dated 06-12-2006 shall remain unaltered and followed by UPERC/UPPCL order from time to time.

The above supplementary PPA is subject to approval by UPERC.

IN WITNESS:

WHEREOF, UPPCL on behalf of DISCOM and the Generating Plant have executed this Supplementary Power Agreement as of the 13th Day of July in the year 2018.

FOR THE GENERATING PLANT:

NAME: Anoop Singh

DESIGNATION: Vice President
(Commercial & Project)
Authorised Signatory

ADDRESS: M/s DSCL Sugar-Hariawan
Village- Hariawan, Distt. Hardoi
A unit of DCM Shriram Limited

FOR UPPCL:

NAME:

DESIGNATION:

Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

ADDRESS: UPPCL, Shakti Bhawan
Lucknow

WITNESSED BY:

NAME: RAJEEV K. DHANDE

DESIGNATION: Dy GM

ADDRESS: 5th Floor,
Kanchayn Building,
18, Balachandra Road,
New Delhi

WITNESSED BY:

NAME:

DESIGNATION:

ADDRESS: UPPCL

S.K. Singh
SEC (PPA)

Ms.

Annexure-1

THE GENERATING COMPANY'S GENERATION FACILITIES

1. THE GENERATING PLANT:

NAME: : M/s DSCL Sugar- Hariawan
LOCATION: : Hariawan, Distt. Hardoi (U.P.)
CHIEF EXECUTIVE: : Mr. Roshan Lal Tamak
CONTACT PERSON: : Mr. Anoop Singh
MAILING ADDRESS: : 1st Floor, Kanchenjunga Building, 18,
Barakhamba Road, New Delhi-110 001
TELEPHONE NUMBER: : +91-11-42100344,9818701727
FAX NUMBER: : +91-11-23318072
EMERGENCY TELEPHONE NUMBER: 011-42100200

2. GENERATING EQUIPMENT :

BOILERS: : 150 TPH, 540±5°C, 110Kg/cm²(g)
2x60 TPH,515±5%,88Kg/cm²(g)
TURBO-GENERATOR SETS: : 30 MW [New], 27 MW(Existing)
CO- GENERATION VOLTAGE: : 11000 V
SPEED: : 1500 MW-Turbine-6500RPM
Alternator-1500 RPM
TYPE OF GOVERNOR: : Electronic Governor
TRANSFORMER: : Power Transformer-37/45KV,11/132KV
FIRST SYNCHRONISATION :
(INITIAL OPERATION DATE) : 30th August 2018
FIRST COMMERCIAL OPERATION DATE : 30th September 2018

Transmission Line 132 KV line connecting with 132 KV Hardoi, Sub-station of STU.

DSCL SUGAR HARIAWAN
A Division of DCM Sircar Ltd.

Chief Engineer (P.P.A.)
U.P. Sugar Corporation Limited



Date: 11/06/2018

Chief Engineer (PPA)
U.P. Power Corporation Limited
Shakti Bhawan Extn., 14th Floor,
Ashok Marg, Lucknow.

Sub: Power Purchase Agreement for sale of 23 MW Bagasse based power from September 2018 for 10 years by installing Co-Generation power plant of capacity 30 MW situated at DSCL Sugar-Hariawan, Village Hariawan, Distt. Hardoi.

Dear Sir,

This is in reference to your letter dated 30-05-2018 and dated 06-06-2018 for seeking our consent regarding for sale of additional 23 MW power from proposed Bagasse based co-generation plant at Hariawan, Hardoi.

In this context, we are providing you the consent to the following:-

- (i) We hereby give our consent for execution of PPA for initial term of 10 years and confirm that tariff for the new plant shall be provisionally Rs. 4.81/unit w.e.f. date of signing of agreement till the discovery of L-1 (Lowest) tariff through competitive bidding process to be conducted by the UPPCL for the purchase of bagasse based power.

Further tariff for export of power shall be L-1 tariff or levellised tariff of Rs. 4.81/unit, whichever is lower.

- (ii) The bidding process should be completed by UPPCL by 31st March, 2019.

- (iii) We hereby give our consent that on account of our existing transmission line; the proposed provisionally tariff Rs. 4.81/unit shall be reduced by 18paise/unit.

- (iv) We hereby give our consent that every RE generators (in this case DSCL Sugar - Hariawan) shall have to ensure the submission of DC on the regular basis through login UPSLDC website (www.upsldc.org of www.esss.upsldc.org).

- (v) We hereby give our consent that every RE generator shall ensure installation of ABT meters in their premises.

- (vi) We hereby give our consent that due to existing interconnection 132 KV transmission system being used for export of additional power of new generating plant, any modification / upgradation at Grid Substation end, if required will be done through U P Power Transmission Corporation Ltd (UPPTCL) at the expense of generating Company as per UPPTCL's rule without any financial liability upon UPPCL/UPPTCL.

Chief Engineer (PPA)

SUGAR HARIAWAN
Shriram Ltd.)

Diary No. 177 - G.M.P.P.A.
Dated 14.06.18
SE - II

C.E. (PPA)




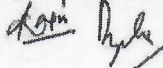
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- (vii) We hereby give our consent that as the additional capacity under Supplementary PPA using existing transmission infrastructure, the applicable fixed cost in the tariff shall be reduced by the proportion of the approved normative capital cost of transmission system. The applicable tariff in such cases shall be decided on case to case basis by the Commission. As per Cl. 36 (2) of CRE Regulation 2014.
- (viii) We hereby give our consent that there would be no payment security mechanism through irrevocable and self-replenishing letter of Credit.
- (ix) We hereby give our consent that late payment Surcharge would not be payable if the payment is made within 6 month.
- (x) We hereby give our consent that fuel management shall be totally our responsibility.


Thanking you,

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


(Authorized Signatory)




Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow


~~DSCL SUGAR-HARIAWAN~~
(A Division of DCM Shriram Ltd.)
Authorized Signatory



SUPPLEMENTARY POWER PURCHASE AGREEMENT

FOR

SUPPLY OF 21 MW BAGASSE BASED POWER

FOR

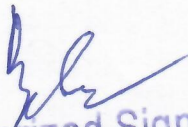
10 YEARS

By

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

With

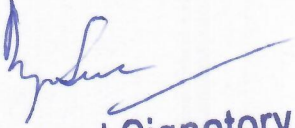
Madhyanchal Vidyut Vitran Nigam Ltd,



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


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

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


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