

FINAL POWER PURCHASE AGREEMENT

BETWEEN

**MADHYANCHAL VIDYUT VITRAN NIGAM
LIMITED**

AND

M/S DWARIKESH SUGAR INDUSTRIES LTD.

(AS APPROVED BY U.P.E.R.C.)



UTTAR PRADESH

**POWER PURCHASE AGREEMENT
BETWEEN**

**M/s Dwarikesh Sugar Industries Ltd.
AND**

Madhyanchal Vidyut Vitran Nigam Limited.



15/11/06


THIS AGREEMENT is made on this day of 15/11/06 (hereinafter called the Effective Date), by and between M/s Dwarikesh Sugar Industries Ltd. Registered under the Companies Act., 1956 and having its registered office at Dwarikesh Nagar – 246762, Distt. Bijnore (U.P.) hereinafter called the "Generating Company/Plant ", 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 Companies Act., 1956 having its Registered Office at 4A, 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, the Generating Company is engaged in the business of Sugar Manufacturing and other incidental businesses situated at Dwarikesh Dham, Tehsil Faridpur, Distt. Bareilly (U.P.) in the State of Uttar Pradesh, more particularly described in Annexure I attached hereto and made a part hereof and

AND WHEREAS, Discom is a distribution licensee operating in the State of Uttar Pradesh, and has license to supply power in ear marked part of the State and whereas the Discom in its Board of Directors meeting held on 24.08.05 has authorized U.P. Power Corporation Limited (herein after called UPPCL) to execute/Sign the Power Purchase Agreement and also authorized U.P. Power Corporation Limited to do the necessary relevant works on

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behalf of DISCOM. As such all the obligations under this agreement are being undertaken by UPPCL on behalf of DISCOM till further intimation by GOUP/DISCOM.

WHEREAS, the Generating Company has undertaken to implement the Power Project by installing Plant & Equipment having installed capacity of 36 MW situated at Dwarikesh Dham Tehsil Faridpur Distt. Bareilly (herein after referred to as the Plant) its production facility and complete erection, installation and Commissioning of the said capacity and make it operational by Dec., 2007, and,

WHEREAS, the Generating Company desires to sell **surplus power** generated in the Generating Plant's facility 24 MW and accordingly, a Power Purchase Agreement for purchase of such power by DISCOM was signed on 17.05.06 subject to the approval of terms and conditions stipulated therein by UPERC and this Power Purchase Agreement has now been approved by UPERC vide their order dated 25.05.06 with the direction to make final Power Purchase Agreement in accordance with the Annexure-4 to the Regulation and thus, the aforesaid final Agreement is restated under the terms and conditions set forth herein.

WHEREAS 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, Faridpur Distt. Bareilly grid substation owned by STU and

Whereas, the Generating Company declares the load of 2 MW power for its such plant and Discom agrees to supply power as per requirement to such plant at retail tariff as per Regulations specified by the Commission and

WHEREAS the parties to the agreement bind themselves for compliance of all relevant provisions specified by the U.P. Electricity Regulatory Commission in different regulations regulating the functioning of State Transmission Utility, other transmission licensee and State Load Dispatch Centre.


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. 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, UP Electricity Reforms Act, 1999 and U.P. Electricity Grid Code as amended from time to time, UPERC (Terms and Conditions for Supply of Power and Fixation of Tariff for Sale of Power to Distribution Licensee by Captive Generating Plants, Co-generation, Renewable Sources of Energy and Other Non-Conventional Sources of Energy based Plants) Regulations, 2005 as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

1.1 'Bill Meter' means ABT compatible Import and Export Meter on the basis of which energy bills shall be raised by the Generating Plant/Discom.

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1.2 'Check Meter' means ABT compatible Import and Export Meter for performing a check on the accuracy of the Bill Meter.

1.3 'Date of Commissioning' means the date on which supply of Energy is commercially commenced by the Generating Plant to Discom and includes COD.

1.4 'Export Meter' means Bill Meter installed at the grid substation Faridpur of STU for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Generating Plant from STU 's Grid Sub-Station Faridpur .

1.5 'Energy Account Month' means period from date of meter reading in previous month to date of meter reading in following month and such period should not exceed 35 days.

1.6 'Sub Station' means sub-station Faridpur of 33 KV or higher voltage owned, maintained and operated by Discom or UP Power Corporation Limited.

1.7 'Import Meter' means Bill Meter installed at the grid substation of STU for Measurement of Active Energy, Maximum demand and Power factor of Energy Imported to Discom from the Generating Plant.

1.8 'L.C.' means " revolving and self - replenishing Letter of Credit".

1.9 'Bill' means a bill raised, that includes all charges to be paid by Discom with respect to sale of Power by the Generating Plant to Discom.

1.10 'State Transmission Utility (STU)' means Uttar Pradesh Power Corporation Limited being the Government Company specified so by the Government of Uttar Pradesh.

1.11 'TOD' means "Time of day", for the purpose of Metering.

1.12 'UPERC' means the U.P. Electricity Regulatory Commission.

1.13 '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 Electricity Act 2003.

1.14 'CNCE Regulations' means the Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Supply of Power and Fixation of Tariff for sale of power from Captive Generating Plants, Co-generation, Renewable Sources of Energy and Other Non-Conventional Sources of Energy based Plants to a Distribution Licensee) Regulations, 2005 as amended from time to time.

2. POWER PURCHASE, SALE

2.1 UPPCL on behalf of DISCOM shall accept and purchase 24 MW of power made available to Discom/STU 's system from the Generating Plant's bagasse based cogeneration in accordance with the terms and conditions of this Agreement, at the

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rate specified for such plant in Schedule II of Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Supply of Power and Fixation of Tariff for Sale of Power from Captive Generating Plants, Co-generation, Renewable Sources of Energy and Other Non-Conventional Sources of Energy based Plants to a Distribution Licensee) Regulations, 2005 as amended from time to time. and mentioned hereunder:

Tariff Year

Year Commissioning	of	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010
FY 2006 or any earlier		2.86	2.89	2.93	2.97	3.02
FY 2007			2.98	3.02	3.06	3.10
FY 2008				3.11	3.15	3.20
FY 2009					3.25	3.29
FY 2010						3.38

The above purchase rates are applicable for sale of electricity during crushing season. However, during off-season, an incentive of 3 paise per unit would be admissible subject to the following conditions: -

- a) The plant has achieved the target PLF of above 60% for the respective financial year.
- b) Units supplied in excess of the target PLF of 60% during the off-season period shall be eligible for the incentive.
- c) The payment of incentive shall be made along with the settlement of the bill for the units supplied in the month of March.
 1. The tariff for supply of electricity from the plant, having more than one unit commissioned in different years, shall be based on weighted average of the capacities of the units commissioned in different years.
 2. The tariff for supply of electricity between the period of synchronization and the commissioning of the unit shall be equal to the variable cost for bagasse/biomass based co-generation.

The other provisions mentioned in Schedule-II of Regulation in respect of the rate shall also be applicable. Except for Income Tax, all other taxes, duties and other levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be payable by Discom on production of necessary supporting documents by the Generating Plant, while those relating to sale of electricity, shall be borne and payable by Discom.


2.2 The rate applicable for supply of electricity by Discom to the Generating Plant shall be as per the tariff determined by the Commission under appropriate 'Rate Schedule of Tariff' for the consumer category determined on the basis of the total load requirement of the plant and billing done in the manner as specified by the Commission in the Regulations.

2.3 The provisions set out in Annexure-II shall govern the Sale and accounting for power purchased by Discom.

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2.4 The generating plant and Discom shall comply with all the regulations issued by UPERC from time to time including but not limited to UP Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.

2.5 The generating company agrees to bank energy to the extent to 20% per year of the energy supplied to Discom from the plant during the year and Discom agrees to allow withdrawal of the banked energy during the time specified by the Commission.

2.6. the provisions of Banking and wheeling of electricity shall be as per CNCE Regulations.

3 MAINTENANCE REQUIREMENT OF THE GENERATING PLANT

3.1 The Generating Plant's annual maintenance schedule shall normally be from *May to Sept*. The Generating Plant shall inform Discom and the STU regarding the Maintenance schedule in accordance with provisions of the UP Electricity Grid Code as revised by the Commission from time to time.

3.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the generating plant.

4. SUPPLY SCHEDULE

The Generating Plant shall furnish to Discom and the State Transmission Utility (STU) or State Load Despatch Centre (SLDC), as the case may be, a month-wise Supply Schedule, schedule of banking and withdrawal of banked energy and other information, as required in the CNCE Regulation and UP Electricity Grid Code as amended from time to time or provisions of any other regulation in that regard or as desired otherwise.

5. BILLING PROCEDURE AND PAYMENTS

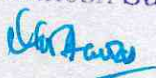
5.1 Discom shall raise monthly bill for electricity purchased by the Generating Plant as per its normal billing cycle after taking into account energy withdrawn from the banked energy and maximum recorded demand in the manner as specified by the Commission in the CNCE Regulations and such bill shall be payable within the time period stipulated in the General Conditions of Tariff.

5.2 The Generating Plant shall raise monthly bill based on the monthly joint meter reading in the Bill Meter at the grid substation Faridpur.


5.3 The Monthly Bill raised by the Generating Plant shall be delivered to UPPCL on behalf of Discom at its designated office of *Nodal Officer* on or before the fifth (5th) working day of the following month hereinafter called the Monthly Bill date.

5.4 UPPCL on behalf of Discom shall make full payment against such Monthly Bills to the Generating Plant within thirty (30) working days of the receipt of the Monthly Bill through irrevocable revolving & self-replenishing letter of credit of a value equal to the billable

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amount opened with a public sector bank in favour of the Generating Plant or through any other mode. The L.C. opening and maintenance charges shall be borne by the Distribution Licensee. The L.C. shall cover the average monthly billing for units indicated in the supply schedule furnished under Para 4 above for the particular calendar quarter. The LC shall be updated by 5th working day of the calendar every quarter.

5.5 A rebate of 1.25 percent on the billed amount shall be allowed for payment made through LC within one month of the date of billing and for default in payment beyond one month from the date of billing, a surcharge at the rate of 1.25 percent per month or part thereof shall be levied on the billed amount. Format of the Monthly Bill to be raised by the Generating Plant is given in Annexure III attached hereto and made a part of this agreement. If the payment is made by a mode other than through LC but within a period of one month of presentation of bill by the generating company, a rebate of 1 percent shall be allowed. However, a surcharge at the rate of 1.25 percent per month of part thereof shall be levied on the billed amount in case of default by Discom payment in within 30 days.

5.6 The bills raised by the Generating Plant shall be paid in full subject to the conditions that: -

- i) There is no apparent arithmetical error in the bill(s).
- ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement.
- iii) They are in accordance with the energy account referred to in Para 14 of this Agreement.

5.7 In case of any dispute regarding the bill raised by the Generating Plant, UPPCL on behalf of Discom shall file a written objection with the Generating Plant within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of dispute and amount disputed against each item. The Generating Plant shall resolve the above dispute(s) with UPPCL within 30 days.

5.8 In case, the dispute is not resolved within 30 days as provided in para 5.7 above, and in the event it is decided to proceed with the Arbitration as provided in para 23 of this agreement, then UPPCL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess / shortfall with respect to the said disputed amount on final award of arbitration shall be paid / adjusted; but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the generating company to UPPCL.


6. PARALLEL OPERATIONS

Grid substation 132 KV Faridpur owned by STU shall allow the Generating Plant to interconnect its facility and operate in parallel with STU system, subject to the provisions of this Agreement, Electricity Act, 2003 and the UP Electricity Grid Code-2000 as amended from time to time.

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7. -GENERATION FACILITIES OWNED AND OPERATED BY THE GENERATING PLANT

7.1 The Generating Company shall own, install, operate, and maintain the generating plant equipments and associated transmission line described in Annexure I. The Generating Plant 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 UP Electricity Grid Code, and other related guidelines, if any, issued by UPERC, SLDC, DISCOM, STU.

7.2 In the event, any other non-conventional / renewable fuel or fuels are used by the Generating Plant to supplement bagasse; the fuel linkage shall be the responsibility of the Generating Plant. No pass through of cost on account of this shall be permitted.

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

7.4 The Generating Plant further agrees to STU system, or amends the single-line diagram, relay list and/or trip scheme given in Annexure I, without DISCOM's prior written consent. DISCOM agrees that such consent shall not be unreasonably withheld or given without the prior permission of STU.

7.5 Without prejudice to the foregoing, the Generating Plant shall install, operate, and maintain its facility in accordance with accepted prudent utility practices in the electricity industry. The Generating Plant's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.

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

8. INTERCONNECTION FACILITIES


8.1 Power from the Generating Plant shall be transmitted at 132 KV through a 132KV line from the Generating plant located at *Dwarikesh Dham Tehsil Faridpur Distt. Bareilly*. The power so transmitted shall be interfaced with UPPCL's grid substation located at Faridpur, after its construction.

8.2 The cost of the dedicated transmission line from the Generating Plant to the designated grid sub-station Faridpur 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 equipments and associated synchronizing equipments, shall be borne by the Generating Plant.

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- 8.3** The construction of transmission line and other supporting works for evacuation of power shall be undertaken by the Generating Company under approval and supervision of STU on payment of 15% of the cost of the work as per Corporation's estimate towards the supervision. The Generating Company may also opt to entrust the transmission line work to UPPCL on deposit work basis as per Corporation rule. UPPCL will construct the bay at Grid Sub-Station as per Corporation's estimate at the Generating Company's cost.

(Explanation: The technical and other specifications of the work shall be finalized with DISCOM'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 and/or STU, with the approval of UPERC.

Notwithstanding the above, the work of interfacing at STU **Sub**-Station will be done by STU.

- 8.4** The Generating Plant shall be responsible for the Maintenance of equipment at the generating end.

8.5 The Maintenance of 132 KV lines and terminal equipment at UPPCL Sub-Station shall be done by UPPCL. The Generating Company shall be liable to pay Annual Maintenance charge @ 1.5% of the total cost incurred on Power Evacuation system inclusive of line to UPPCL for the first year. The Maintenance charges for subsequent years shall increase in the same proportion as the increase in the whole sale price index published by the authorized Agency of Govt. of India subject to the proviso that the increase shall not exceed 5% in an any year. The amount for Maintenance charges would be adjusted from the power purchase billed amount for the first month of financial year. The Maintenance of terminal equipments at Sub-Station end will be done by UPPCL and its cost will be pass through by the Commission, while determining the wheeling and Transmission charges.

8.6 Any work to be done by the Generating Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPPCL on behalf of DISCOM and in compliance with the safety requirements as per the UP Electricity Grid Code. On the completion of work, final approval shall be obtained from STU before charging the line. The Generating Plant would obtain all statutory clearances/approvals required for this purpose.

8.7 The Generating Plant shall consult 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 Generating Plant, shall be checked by STU.

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8.8 Without limiting the foregoing, the Generating Plant 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 UP Electricity Grid Code as amended from time to time and directions of Director Electrical Safety (GOUP) and safety requirements as specified by the Authority under section 53 of the Act, 2003.

8.9 The interconnection facilities, to be provided by the Generating Plant are set forth in Annexure IV attached hereto and made a part hereof.

9. PROTECTIVE EQUIPMENT & INTERLOCKING

9.1 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 Generating Plant shall obtain approval of STU for the protection logic of the generator system and the synchronization scheme.

9.2 The Generating Plant 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.

10. TECHNICAL ASSISTANCE BY DISCOM & GENERATING PLANTS RESPONSIBILITY

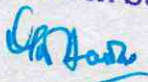
10.1 On request, DISCOM. in consultation with STU, shall provide reasonable technical assistance to the Generating Plant in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Generating Plant, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Generating Plant's premises.

10.2 Notwithstanding the above, DISCOM. Shall not be responsible for any damage caused to the electrical system/generating set of the Generating Plant, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.


11. ARRANGEMENTS AT THE POINT OF SUPPLY

The Generating Plant shall make all arrangements for paralleling the set/s with STU grid in consultation with and to the satisfaction of DISCOM and/or STU, subject to the approval of the Director of Electrical Safety, Government of Uttar Pradesh and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act, 2003.

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12. SYNCHRONISATION

12.1 The Generating Plant shall synchronise its power generating set in consultation with the Executive Engineer, Electricity Transmission Division, UPPCL In-charge of the *Faridpur 132 KV sub-station* of STU and as per provisions of the UP Electricity Grid Code as amended from time to time. The Generating Plant shall give seven (7) days prior intimation of the synchronization programme to the Nodal Officer:

- (i) When commissioning the plant for the first-time,
- (ii) When commissioning after completion of the annual Maintenance programme.

12.2 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 Generating Plant.

13. LIASON WITH & ASSISTANCE FROM DISCOM.

The Generating Plant shall closely liaise with the Nodal Officer of DISCOM. and the STU and 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 Generating Plant, DISCOM. in consultation with STU as the case may be, shall extend assistance for testing, subject to the condition that the Generating Plant shall pay the charges for such assistance to DISCOM/STU, if so indicated by the concerned Testing Division of DISCOM/STU. This charge shall be reasonable and be based on the man-hours devoted by staff and their usual levels of remuneration, and equipment used.

14. METERING

14.1 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 STU, along with all necessary associated equipments. These meters shall be installed and maintained by 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.

14.2 The joint meter readings shall be recorded in the format given in Annexure V & VI.

14.3 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.

14.4 DISCOM (in consultation with STU if the generating plant is connected to the substation of STU) shall, test all the metering equipment for accuracy, in the presence of a

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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.

14.5 DISCOM/STU 's designated representative and the representative of the Generating Plant 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 Generating Plant.

14.6 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.

14.7 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of DISCOM, who shall bear the related costs.

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

(I) DISCOM side -Executive Engineer, Electricity Transmission Division & Executive Engineer, Electricity Test & Commissioning Division jointly with the proviso that of the two may depute one of their Assistant Engineer if he is unable to be present due to an emergent situation.

(ii) Generating Plant side - Authorized representative of the Generating Plant.

In the event that UPPCL discontinue to remain in force for execution of this agreement on behalf of DISCOM, the above functionary of UPPCL will be replaced by concerned Executive Engineer (Distribution/Test) of DISCOM.

14.9 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.

14.10 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.

14.11 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 s/s of STU. For this purpose, one spare set of meters would be required to be available with the generating plant at all times.

14.12 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

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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 re-installed 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.

14.13 Metering at generating terminal of each unit of the generating plant shall be ensured as per the guidelines of the Central Electricity Authority.

15. ACCEPTANCE AND APPROVAL OF DISCOM

DISCOM 's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on DISCOM 's existing policies and practices after the clearance of STU is obtained.

16. COMMISSIONING OF GENERATION FACILITIES

The Generating Plant shall commission the generation facility and synchronise it with STU system grid by Dec. 2007. In case, the plant is commissioned beyond the said dates of commissioning, the tariff applicable for sale of electricity from the plant to DISCOM shall be the rate corresponding to the year in which the Commissioning of the plant was agreed to as above in case of delay.

17. CONTINUITY OF SERVICE

17.1 The supply of electricity by the Generating Plant shall be governed by instructions from the state load dispatch centre, as per the provisions of the UP Electricity Grid Code as amended from time to time. However, DISCOM /STU may require the Generating Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

- a. Repair and/or Replacement and/or Removal of STU equipment or any part of its system that is associated with the Generating Plant's facility; and/or
- b. Endangerment of Safety: If STU determines that the continued operation of the facility may endanger the safety of STU personnel or integrity of electric system, or have an adverse effect on the provision of electricity to STU other consumers/customers; and/or
- c. Force Majeure Conditions as defined in Para 26 below

Note: Any necessary inspection, investigation or maintenance of STU equipment or any part of its system that is associated with the Generating Plant's facility shall be planned by STU to coincide with the scheduled outage of the Generating Plant's generation system;

17.2 Before disconnecting the Generating Plant from system STU shall, except in the case of an emergent situation, give advance intimation to the Generating Plant through telephone/wireless or through other means of communication along with reasons for

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)



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disconnection, and the likely period of the disconnection. However, subsequent to disconnection, STU *shall* immediately notify the Generating Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified STU shall not be obligated to accept or pay for any power from the Generating Plant.

17.3 In any such event as described above, STU *shall* take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.

17.4 STU shall avoid scheduling any event described in 17.1 above, to the extent reasonably practical, during the Generating Plant's operations. Where the scheduling of such an event during the Generating Plant's operations cannot be avoided, STU shall provide the Generating Plant with fifteen days advance notice in writing to enable the Generating Plant to cease delivery of Power to STU at the scheduled time.

17.5 In order to allow the Generating Plant's facility to remain on-line and to minimize interruptions to Generating Plant operations, the Generating Plant may provide automatic equipment that will isolate the Generating Plant's facility from STU system during major system disturbances.

18. DAILY/MONTHLY/ANNUAL REPORT

The Generating Plant shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the UP Electricity Grid Code as amended from time to time and under the CNCE Regulations or as desired by the STU and DISCOM.

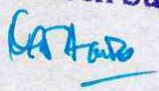
19. CLEARANCES, PERMITS AND LICENCES


The Generating Plant shall obtain, at its own expense, all authorizations, permits, and licenses required for the construction, installation and operation of the Generating Plant's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. DISCOM. Shall provide reasonable assistance, including permissions, approvals and clearances from STU, to the Generating Plant if so requested by the Generating Plant.

20. DURATION

20.1 Unless terminated by default, this agreement shall be valid till the expiry of 20 years from the date of commissioning of the plant.

20.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Generating Company and DISCOM. On expiry of initial term of 20 years.

for Dwarikesh Sugar Industries Ltd.,

 M.N. Agarwal
 General Manager (Works)


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21. EVENTS OF DEFAULT AND TERMINATION


21.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Generating Plant:


- (a) Failure on the part of the Generating Plant to use reasonable diligence in operating, maintaining, or repairing the Generating Plant's facility, such that the safety of persons and property, DISCOM./STU equipment, or DISCOM./STU service to others is adversely affected; or
- (b) Failure or refusal by the Generating Plant to perform its material obligations under this agreement; or
- (c) Abandonment of its interconnection facilities by the Generating Plant or the discontinuance by the Generating Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by DISCOM, or
- (d) Failure by the Generating Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of co-generation units etc., enforced from time to time by the Union/State Government, UPERC or other empowered authorities, including compliance with the UP Electricity Grid Code-2000, or
- (e) Failure by the Generating Plant to pay DISCOM any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

21.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by DISCOM: -

- (a) Failure to pay to the Generating Plant any amount payable and due under this agreement within sixty (60) working days of the receipt of the bill/monthly purchase bill; or
- (b) Failure to use reasonable diligence in operating, maintaining, or repairing DISCOM/STU interconnecting facilities, such that the safety of persons or property in general, or the Generating Plants equipment or personnel are adversely affected; or
- (c) Failure or refusal by DISCOM to perform its material obligations under this agreement; or
- (d) Abandonment of its interconnection facilities by DISCOM /STU or the discontinuance by DISCOM of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Plant.
- (e) Except for failure to make any payment due, within sixty (60) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the nondefaulting party, then the non-defaulting party may, at its

for Dwarikesh Sugar Industries Ltd.,


M.N. Agarwal
General Manager (Works)


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option, terminate this agreement by delivering written notice of such termination to the party in default.

(f) Failure by either DISCOM or the Generating Plant to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UPERC.

21.3 DISCOM reserves the right to terminate this agreement upon one months notice to the Generating Plant, if the Generating Plant's facility fails to commence production of electric Power within three months from the planned commercial operation date shown in Annexure 1.

22. COMMUNICATION

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 substation of STU and between the Generating Plant and the SLDC. The Generating Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

23. DISPUTES AND ARBITRATION

In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

a) Executive Engineer, Electricity Transmission Division, UPPCL on behalf of DISCOM, and the authorized representative of the Generating Plant would be empowered to indicate explicitly the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the UPPCL's Superintending Engineer of the Circle under whose jurisdiction the Generating Plants plant is located.

b) On receiving such information, the Superintending Engineer of the Circle in which the Generating Plant is located, shall be required to personally meet the authorized representative of the Generating Plant and Executive Engineer of the concerned Division, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.

c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal

General Manager (Works)


C.E. (P.P.A.)
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Lucknow.

designated officers of the two parties to the UPPCL's Chief Engineer who has direct supervisory jurisdiction over the Superintending Engineer referred to above, with information to the Chief Executive of the Generating Plant Within 15 days of receipt of such notice, Chief Engineer and the Chief Executive of the Generating Plant would be required to meet at the formers office and endeavour to settle the dispute within a further period of (30) thirty days. I.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the Chief Engineer.

In the event that UPPCL discontinues to remain in force for execution of this agreement on behalf of DISCOM, the above functionary of UPPCL will be replaced by concerned Executive Engineer (Distribution)/Superintending Engineer (Distribution)/Chief Engineer (Distribution) of DISCOM.

d) If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the parties. UPERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

24. INDEMNIFICATION

24.1 The Generating Plant shall indemnify, defend, and render harm free, DISCOM/STU, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those for damage to property of any person or entity (including the Generating Plant) and/or for injury to or death of any person (including the Generating Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or wilful misconduct of the Generating Plant.

24.2 DISCOM/STU shall indemnify and render the Generating Plant, its directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees harmless from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including DISCOM) and/or injury to or death of any person (including DISCOM's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or wilful misconduct by DISCOM.


25 ASSIGNMENT

This Agreement may not be assigned by either DISCOM or the Generating Plant without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)


 C E. (P.P.A.)
 U. P. P. C. L.
 Shakti Bhawan Extn.
 Lucknow.

26. FORCE MAJEURE

26.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

26.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

26.3 Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.

27. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows: -

(a) Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.

(b) 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.

(c) 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.

28. LIABILITY AND DEDICATION

28.1 Nothing in this agreement shall create any duty, standard of care, or liability to be discharged by any person not a party to it.

28.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of DISCOM as a public utility or constitute the Generating Plant or the Generating Plant's facility as a public utility.

for Dwarikesh Sugar Industries Ltd.,

M.N. Agarwal
General Manager (Works)

G.E. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Bldg
Lucknow.

29. NODAL AGENCY OF DISCOM

The Executive Engineer, Electricity Transmission Division, UPPCL, Bareilly on behalf of DISCOM shall act as a nodal agency for implementing this Agreement.

In the event that UPPCL discontinue to remain in force for execution of this agreement on behalf of DISCOM, the above functionary of UPPCL will be replaced by concerned Executive Engineer (Distribution) of DISCOM.

30. AMENDMENTS

Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing, signed by both the parties and approved by UPERC.

31. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assignees.

32. NOTICES

Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

THE Executive Engineer,
Electricity Transmission Division, UPPCL,
Bareilly (U.P.)

GENERATING PLANT:

M/s Dwarikesh Sugar Industries Ltd.,
Dwarikesh Dham,
Tehsil Faridpur Distt Bareilly, U.P.

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the Generating Plants or to the office of the Executive Engineer at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery. Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.

33. EFFECT OF SECTION AND ANNEXURE HEADINGS

The headings or titles of the various sections and annexures hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)


G.E. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow

34. NON-WAIVER

No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or rights.

35. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or create any fiduciary relationship between the parties.

36. ENTIRE AGREEMENT

This agreement constitutes the entire understanding and agreement between the parties.

37. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws applicable in the State of Uttar Pradesh

38. NO PARTY DEEMED DRAFTER

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. DISCOM and the Generating Plant acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

39. APPROVALS

Wherever approvals from either Discom or the Generating Plant are required in this Agreement, it is understood that such approvals shall not be unreasonably withheld.

40. ANNEXURES

ANNEXURES I to IX WOULD FORM PART OF THIS AGREEMENT.

41. STANDARD FOR DECISION MAKING

41.1 All operational decisions or approvals that are to be made at the discretion of either Discom or the Generating Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

41.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the

for Dwarikesh Sugar Industries Ltd.,

M.N. Agarwal

M.N. Agarwal

General Manager (Works)

Shakti Bhawan
CE. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan E 11
Lucknow

operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

The provisions of UPERC's Regulation-2005, wherever required, will be applicable under this agreement.

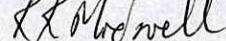
IN WITNESS:

WHEREOF, UPPCL on behalf of DISCOM and the Generating Plant have executed this agreement as of the 15th Day of Nov. in the year 2006.

FOR THE GENERATING PLANT:



NAME: (M.N. AGARWAL)
DESIGNATION G.M. (Works)
ADDRESS: M/s Dwarikesh Sugar
Industries Ltd., Dwarikesh Dham., P.O. Tisua
Tehsil Faridpur Distt. Bareilly (U.P.)

WITNESSED BY: 

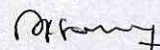
NAME: R.K. MODWELL
DESIGNATION: ADVISOR
ADDRESS:
3/272, Vipul Khand
Gambhargar.
LUCKNOW-226010.


FOR UPPCL:

NAME:



DESIGNATION Chief Engineer (PPA)
ADDRESS : UPPCL, Shakti Bhawan, Lko.

WITNESSED BY: 

NAME S.P. PANDEY
DESIGNATION: 
ADDRESS: PPA

ANNEXURE- I**THE MILL'S CO-GENERATION FACILITIES****1. THE MILL:**

NAME: M/s Dwarikesh Sugar Industries Ltd.

LOCATION: Dwarikesh Dham, Vill. Bhagwanpur Fulwa,
P.O. Tisua, Tehsil Faridpur,
Distt. Bareilly (U.P.)

CHIEF EXECUTIVE: Mr. M.N. Agarwal, General Manager (Works)
CONTACT PERSON: Mr. Dinesh Kumar Tiwari, Manager Electrical

MAILING ADDRESS: Dwarikesh Dham, Vill. Bhagwanpur Fulwa
P.O. Tisua, Tehsil Faridpur Distt.
Bareilly (U.P.) 246722

TELEPHONE NUMBER: 01343-267. 056 to 267064

FAX NUMBER: 01343-67065

EMERGENCY TELEPHONE NUMBER: 01343-267059 to 267064

PERMANENT MAILING ADDRESS: Dwarikesh Dham, Vill. Bhagwanpur
P.O. Tisua, Tehsil Faridpur
Distt. Bareilly (U.P.)

2. GENERATING EQUIPMENT:

BOILERS: 2x90TPH, 515deg C, 87 Kg/cm² (Proposed)

TURBO-GENERATOR SETS: 01 no. x 12 MW Capacity H.T. Steam Back
Pressure Turbine Make : Siemens
Alternator Make : TDPS+1x24 Cap. HT (11KV)
Steam extraction cum condensing Turbine.


24MW Cap. HT (11KV) steam extraction
cum condensing Turbine (proposed for
co-gen)

CO-GENERATION VOLTAGE: 132 KV

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)


C.E. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn.
Lucknow,

SPEED: 1500 R.P.M.
 TYPE OF GOVERNOR: Electronic Type Woodward Make
 TRANSFORMER: 31.5 MVA, YNd11, ONAN
 FIRST SYNCHRONISATION WITH 132 KV LINE
 (INITIAL OPERATION DATE): December, 2007
 COMMERCIAL OPERATION DATE December, 2007

3.0 STIPULATIONS RELATING TO THE FACILITIES:

- 3.1 For the purpose of this agreement the Mill's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Mill in connection with or to facilitate the production, co-generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electric Power to UPPCL's system. A single-line diagram relay list and trip scheme of the Mill's facility, reviewed and accepted by UPPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Mill's facility to UPPCL's system. Material changes or additions to the Mill's generating and interconnection facilities reflected in the single-line diagram, relay list, and trip scheme shall be approved by UPPCL.
- 3.2 The Mill shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronising equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPPCL's system and acceptable to UPPCL. Such facilities shall be accessible to authorised UPPCL personnel for inspection, with prior intimation to the Mill
- 3.3 The Mill shall furnish, in accordance with UPPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UPPCL's premises. This equipment shall be installed and Commissioned by UPPCL.
- 3.4 UPPCL shall review and approve the design drawings and Bill of Material for the Mill's electrical equipment, required to interconnect with UPPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPPCL's and the Mill's interconnected system shall be approved by UPPCL. UPPCL, at its option, may request witnessing operation of the control, synchronising, and protection schemes.

for Dwarikesh Sugar Industries Ltd.,

M.N. Agarwal

M.N. Agarwal
General Manager (Works)


[Signature]
C.B. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn.
Lucknow.

- 3.5 The Mill shall provide a manual disconnect device, which provides a visible break to separate the Mill's facilities from UPPCL's system. Such a disconnect device shall be lockable in the OPEN position and be readily accessible to UPPCL personnel at all times.
- 4.0 Operating Procedures:
- 4.1 The Mill shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code 2000. The overall responsibility of operation and implementation of the UP Electricity Grid Code-2000 rests with the State Transmission Utility notified by the State Government.
- 4.2 The Mill's normal annual Maintenance shall be carried out from May to September.
- 4.3 The Mill shall notify UPPCL's interconnecting sub station and ALDS prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.
- 5.0 Single Line Diagram (Annexure IX) Attached.

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)



C.B. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.


Annexure-II**1.0 Sale of and Accounting for Power**

1. In case the Mill is not a consumer of UPPCL, protective gear at UPPCL's Substation would be designed to ensure that reverse flow of power from UPPCL's system to the Mill is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Mill takes place, it would be paid for by the Mill in accordance with the terms of clause 2 of this agreement.
2. On the first day of the Energy Account Month the Mill shall provide information in writing to UPPCL about the quantity of Power to be sold to UPPCL during the month.
3. UPPCL will purchase Electricity based on the principle of merit order dispatch and in accordance with provisions of the, Supply Licence Regulations & Directions of UPERC and other statutory authorities, and requirements of the area load dispatch centre.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No. 14.0)
5. Banking of Power) will be allowed as per UPERC' policy related to the banking of Power. Banking charges will be 12.5% of Energy Banked.

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)



CE. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow

ANNEXURE III

SAMPLE MONTHLY PURCHASE BILL

INVOICE

For the Month of ,

Monthly Purchase Bill No.

Date

Name of Buyer: UPPCL

Name of the Mill:

Address:

Address:

Town:

Town:

District:

PIN Code:

PIN Code:

Tel. No.: Fax:

Tel. No.: Fax:

DESCRIPTION

QUANTITY

UNIT PRICE

AMOUNT

1. ENERGY SUPPLIED (KWh)

2. ENERGY FOR PAYMENT (KWh)

OTHER CHARGES

Less:

Add:

SUBTOTAL

TOTAL DUE

For Mill Ltd.

Verified by

Authorised Signator

Executive Engineer,
Transmission, UPPCL

for Dwarikesh Sugar Industries Ltd.,


 M.N. Agarwal
 General Manager (Works)



C.B. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow

ANNEXURE IV***INTERCONNECTION FACILITIES PROVIDED BY THE MILL***

ITEMS	PROVIDED	NOT PROVIDED
<u>LINE BAY/S</u>		
STRUCTURES	-do-	
BUS BARS, CLAMPS AND CONNECTORS	-do-	
GROUNDING GRID	-do-	
ISOLATORS	-do-	
CURRENT TRANSFORMERS	-do-	
CIRCUIT BREAKERS	-do-	
CONTROL CUBICLES	-do-	
CONTROL CABLING	-do-	
AC / DC POWER SUPPLY	-do-	
COMMUNICATION EQUIPMENT	-do-	
SYNCHRONISATION & PROTECTION FACILITIES		
AUTOMATIC VOLTAGE REGULATOR	-	
AUTO SYNCHRONISATION UNIT	-do-	
CHECK SYNCHRONISATION RELAY	-do-	
PROTECTION FOR INTERNAL FAULTS:		
DIFFERENTIAL GENERATOR	-do-	
DIFFERENTIAL UNIT TRANSFORMER	-do-	
RESTRICTED EARTH FAULT	-do-	
STATOR EARTH FAULT	-do-	
ROTOR EARTH FAULT	-do-	
INTER-TURN FAULT	-do-	Yes
OVER VOLTAGE	-do-	
LOSS OF EXCITATION	-do-	
UNDER VOLTAGE	-do-	
REVERSE POWER	-do-	
LOW FORWARD POWER RELAY	-do-	

for Dwarikesh Sugar Industries Ltd.,


M.N. Agarwal
General Manager (Works)


C.B. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn.
Lucknow

PROTECTION AGAINST GRID FAULTS

MINIMUM IMPEDANCE

(DISTANCE PROTECTION RELAY)

UNBALANCE (NEGATIVE PHASE SEQUENCE)

O/C & E/F (UNIT TRANSFORMER)-LT & HT

OVERLOAD ALARM

OVERFLUXING RELAY

Provided Not Provided

-do-

-do-

-do-

-do-

-do-

PROTECTION AGAINST GRID DISTURBANCES:

Provided

Not

Provided

UNDER FREQUENCY

-do-

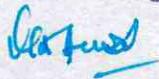
OVER FREQUENCY

-do-

POLE SLIP


-do-

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal

General Manager (Works)


 CE. (P.P.A.)
 U. P. P. C. L.
 Shakti Bhawan Extn
 Lucknow.

ANNEXURE V**BILL METER READINGS OF GENERATING MILL**

READING SHOULD BE TAKEN ON FIRST DAY OF EVERY MONTH, AT 12.00 NOON.

NAME OF THE MILL:

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:

EXPORT METER READING IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

EXECUTIVE ENGINEER TRANSMISSION, UPPCL
EXECUTIVE ENGINEER T&C, UPPCL
AUTHORISED REPRESENTATIVE.
MILL

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
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.

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)

CE. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Bxtn
Lucknow

ANNEXURE VI**CHECK METER READINGS OF GENERATING MILL**

READING SHOULD BE TAKEN ON FIRST DAY OF EVERY MONTH, AT 12.00 NOON.

NAME OF THE MILL:

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:

EXPORT METER READING IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

EXECUTIVE ENGINEER TRANSMISSION, UPPCL
EXECUTIVE ENGINEER T&C, UPPCL
AUTHORISED REPRESENTATIVE.
MILL

DATE


NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
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.

for Dwarikesh Sugar Industries Ltd.,



M.N. Agarwal
General Manager (Works)



CE. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.

ANNEXURE VII

DAILY CO-GENERATION REPORT

Name and Address of Mill:

Date:

Installed Co-generation Capacity:

MW
Active Power, KWh

Time	Scheduled	Meter Reading	Difference x M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

Total (for each column)
Summary:


Time	Scheduled	Meter Reading	Difference x
M.F.			
		Active Power, KWh	
		Daily	
0600 - 2200			
2200 - 0600			
Cumulative for Month			
0600 - 2200			
2200 - 0600			

AUTHORISED REPRESENTATIVE OF THE MILL

To:

1. Concerned ALDS, UPPCL
2. Executive Engineer, Transmission, UPPCL

for Dwarikesh Sugar Industries Ltd.,

M.N. Agarwal
General Manager (Works)

C.E. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.

Annexure VIII

MONTHLY TRIPPING REPORT
(CO-GENERATION)Name and Address of the Mill:
MW

Installed Co-generation Capacity:

Date of First Commissioning (Synchronising):

Date of Commercial Operation:

Date of Synchronising

Progressive Days (Co-generation):

Days

TRIPPING ON FAULT:

TRIPPING ON VOLTAGE				REASON FOR TRIPPING	SYNCHRONIZATION	Total Time Lost	REMARKS					
Tripping		RELAY OPERATED										
S N	Date	Time		Mech.	Electrical	Other	Date	Time		Hr	Min	
		Hr.	Min					Hr	Min			

PLANNED & FORCED OUTAGE:

OUTAGE				REASON FOR TRIPPING				SYNCHRONISI			TOTAL TIME LOST		REMARKS
S N	Date	Time		No. Fuel	Mech.	Electrical	Other	Date	Time		Hr	Min	
		Hr	Min						Hr	Min			

Progressive Days:

Time Lost:

During

Month

Year

Since First Commissioning


AUTHORISED REPRESENTATIVE OF THE MILL

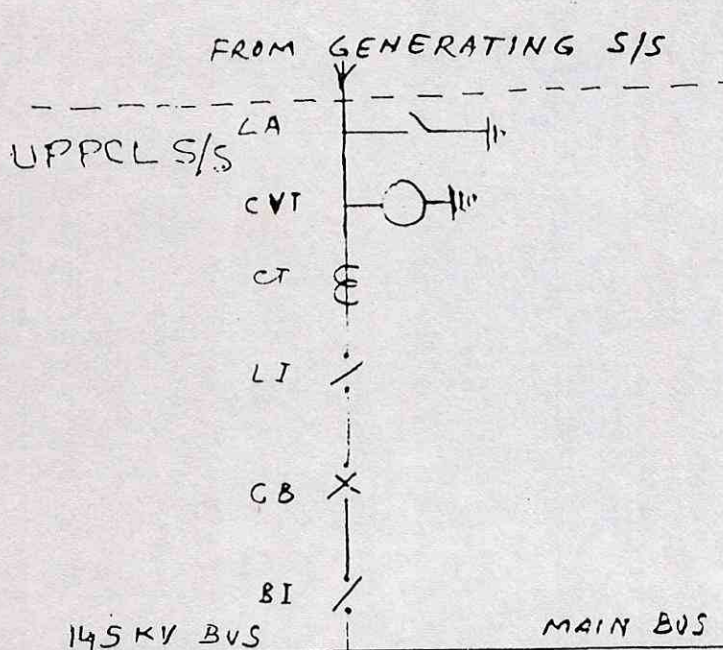
To:

1. Concemed ALDS, UPPCL
2. Executive Engineer, Transmission, UPPCL

for Dwarikesh Sugar Industries Ltd.,


 M.N. Agarwal
 General Manager (Works)


 C.E. (P.P.A.)
 U. P. P. C. L.
 Shakti Bhawan Extn.
 Lucknow.



- 1- TENDOM ISOLATOR TO BE USED AS PER SITE CONDITIONS
- 2- CVT USED SHALL BE OF 0.2 ACCURACY CLASS.
- 3- CT OF PROPER RATING AND ACCURACY CLASS 0.2 SHALL BE USED FOR PROTECTION AND METERING AT UPPCL S/S END. HOWEVER ENERGY ACCOUNTING — IS OUT OF ^{OUR} SCOPE AND SHALL BE DECIDED BY FIELD UNITS. AS PER SITE CONDITIONS/PPA.

for Dwarikesh Sugar Industries Ltd.,

M.N. Agarwal

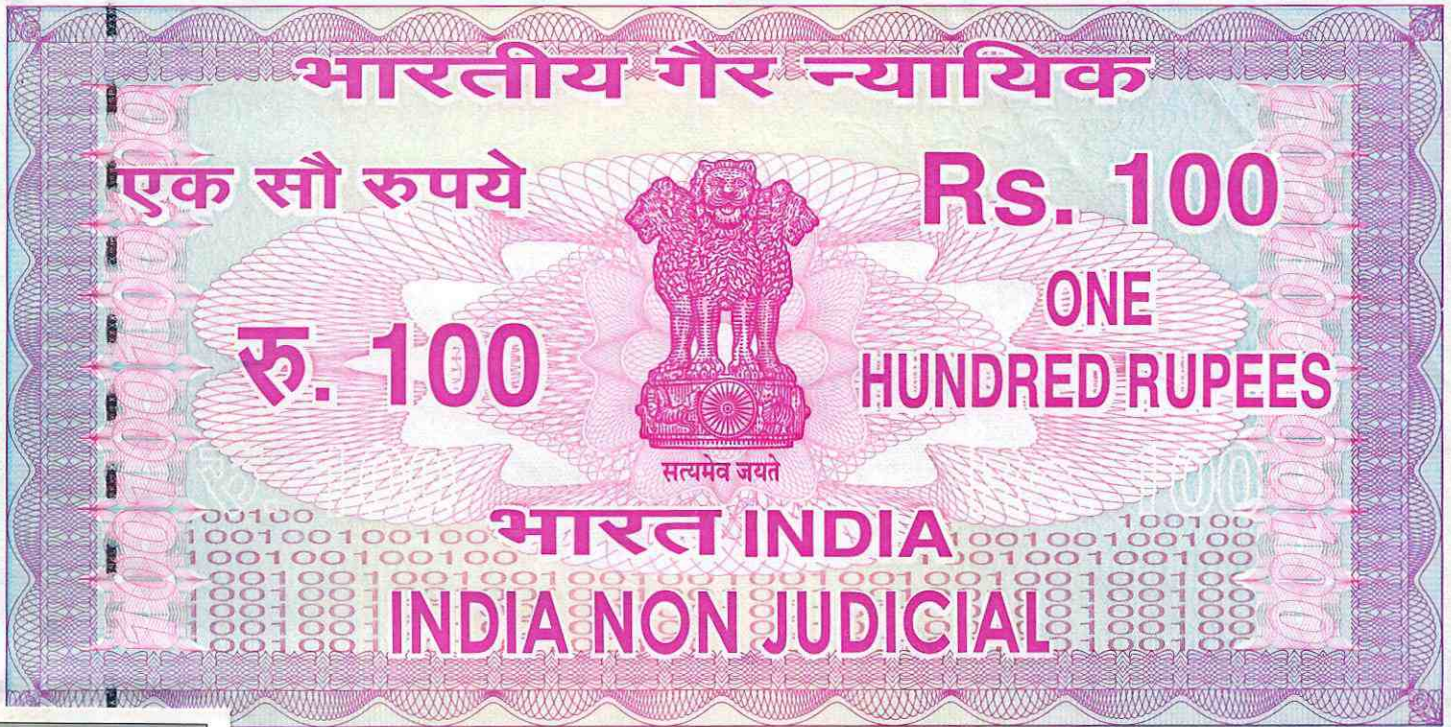
M.N. Agarwal
General Manager (Works)

GE. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Bxtd
Lucknow

U P P C L
ELECTY. S/S DESIGN
CIRCLE. LUCKNOW

STANDARD SINGLE LINE
DIAGRAM OF SUGER
MILLS AT UPPCL SIS

DRN
AE
SE
DRG. NO. A-06436/-



UTTAR PRADESH

SUPPLEMENTARY POWER PURCHASE AGREEMENT



THIS SUPPLEMENTARY AGREEMENT is made this ^{1st} day of July (hereinafter called the Effective date) ,by and between M/s Dwarikesh Sugar Industries Ltd registered under the company 's Act 1956 and having its registered office at Dwarikesh Nagar-246762, Distt Bijnore. 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 Paschimanchal Vidyut Vitran Nigam Ltd , a Company registered under the Company's Act, 1956 having its Registered Office at Victoria Park Meerut 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 .

AND WHEREAS :

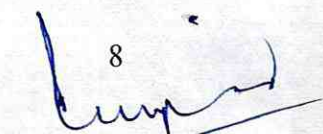
- A Pursuant to the authorization provided by DISCOM in its Board of Director meeting held on 24/08/05 a power purchase Agreement dated 15-11-06 for Dwarikesh Dham , Faridpur Distt. Bareilly was signed by UP Power Corporation on behalf of DISCOM for purchase of electricity from the bagasse based cogeneration plant set up in premises of generating Company and the plant is operational.
- B UPERC in its order dated 11.01.10 decided to allow one last chance to all existing non conventional energy based generating station commissioned before 01.04.09

For Dwarikesh Sugar Industries Ltd.,



M.N. AGARWAL

Vice President (Works)

8

C.E. (P.P.A.)
11/7/10

to revise its demand for purchase of power from Licensee under aforesaid PPA , if required with the provision that the Licensee would verify the revised demand duly harmonized with the requirements of the generating plant for the purposes specified in the Regulations.

- C Accordingly , the revised demand applied by the generating company was verified by Executive Engineer ,Electricity Distribution Division-II, Bareilly (the Nodal Officer of PPA) vide his letter No 1610 dated 19-05-10 and found in order.

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

- 1- The declared load for Dwarikesh Dham , Faridpur Unit under Agreement may be read as 5 MW in place of 2 MW.
- 2- All other terms & conditions of PPA shall remain unaltered .

IN WITNESS :

WHEREOF ,UPPCL and the Generating Plant have executed this agreement as of the1st Day of July.. in the year 2010.....

FOR THE GENERATING PLANT :



NAME: M.N Agarwal
DESIGNATION: Vice President (Works)

ADDRESS: M/s Dwarikesh
Sugar Industries Ltd ,

WITNESSED BY:

NAME:

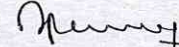
DESIGNATION:
ADDRESS:

FOR UPPCL:



NAME: R.K. Jha
DESIGNATION: Chief Engineer
(PPA)

ADDRESS:UPPCL,Shakti Bhawan
Lucknow.

WITNESSED BY: 

NAME: S.P. PANDAY

DESIGNATION: EE, PPA
ADDRESS: UPPCL



UTTAR PRADESH

SUPPLEMENTARY POWER PURCHASE AGREEMENT

AH-083789

THIS SUPPLEMENTARY AGREEMENT is made this 1st day of July 2010 (hereinafter called the Effective date) ,by and between M/s Dwarikesh Sugar Industries Ltd. registered under the company 's Act 1956 and having its registered office at Dwarikesh Nagar-246762, Distt Bijnore. 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 Paschimanchal Vidyut Vitran Nigam Ltd , a Company registered under the Company's Act, 1956 having its Registered Office at Victoria Park Meerut 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 .

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 15-11-06 for Dwarikesh Puram , Afjalgarh Distt. Bijnore was signed by UP Power Corporation on behalf of DISCOM for purchase of electricity from the bagasse based cogeneration plant set up in premises of generating Company and the plant is operational.
- B UPERC in its order dated 11.01.10 decided to allow one last chance to all existing non conventional energy based generating station commissioned before 01.04.09 to revise its demand for purchase of power from Licensee under aforesaid PPA , if

For Dwarikesh Sugar Industries Ltd.,

M.N. AGARWAL

Vice President (Works)

10
C.E. (P.P.A.)
11/7/10

required with the provision that the Licensee would verify the revised demand duly harmonized with the requirements of the generating plant for the purposes specified in the Regulations.

- C Accordingly, the revised demand applied by the generating company was verified by Executive Engineer, Electricity Distribution Division- Dhampur (the Nodal Officer of PPA) vide his letter No 2510 dated 22-05-10 and found in order.

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

- 1- The declared load for Dwarikesh Puram, Bijnore Unit under Agreement may be read as 5 MW in place of 2 MW.
- 2- All other terms & conditions of PPA shall remain unaltered.

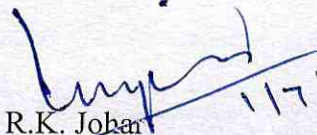
IN WITNESS:

WHEREOF, UPPCL and the Generating Plant have executed this agreement as of the1st Day ofJuly..... in the year2010.....

FOR THE GENERATING PLANT:


FOR UPPCL:



NAME: M.N. Agarwal
DESIGNATION: Vice President (Works)


NAME: R.K. Johari
DESIGNATION: Chief Engineer (PPA)

ADDRESS: M/s Dwarikesh
Sugar Industries Ltd,

ADDRESS: UPPCL, Shakti Bhawan
Lucknow.

WITNESSED BY: 
NAME: R.K. MODWELL

WITNESSED BY: 
NAME: S.P. PANDEY

DESIGNATION: ADVISOR
ADDRESS: 3/272, Vijay Khand,
Gramnagar, Lucknow.

DESIGNATION: EE, PPA
ADDRESS: UPPCL.