

PETITION NO...../GT/2026

**PETITION FOR DETERMINATION OF
TARIFF OF SUBANSIRI LOWER HYDRO
ELECTRIC PROJECT (2000 MW) FOR THE
PERIOD 23.12.2025 TO 31.03.2029.**

एन एच पी सी लिमिटेड
(भारत सरकार का एक नवरत्न उद्यम)
NHPC Limited
(A Government of India Navratna Enterprise)

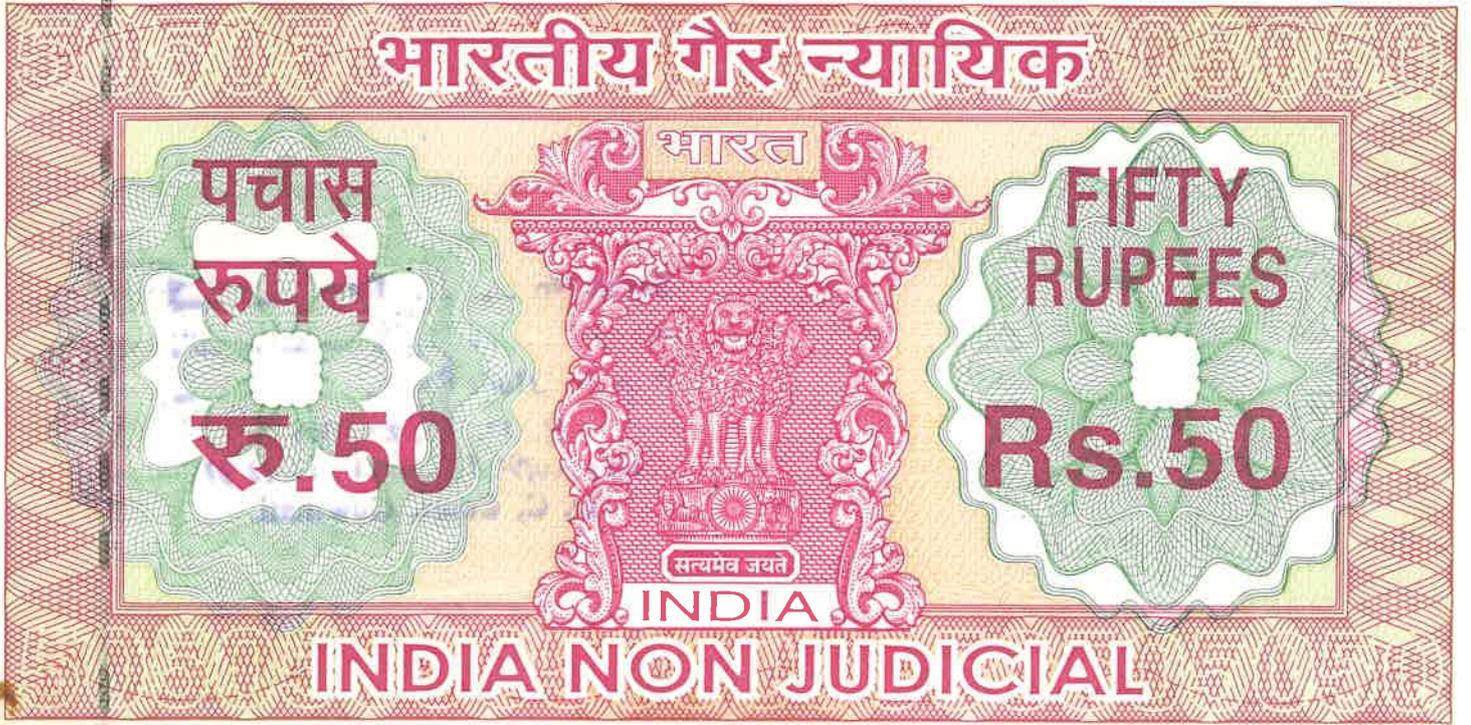


Commercial Division

**NHPC Office Complex,
Sector33, Faridabad (Haryana)-121 003**

Volume-VII

ANNEXURE-VIII



असम ASSAM

688238

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

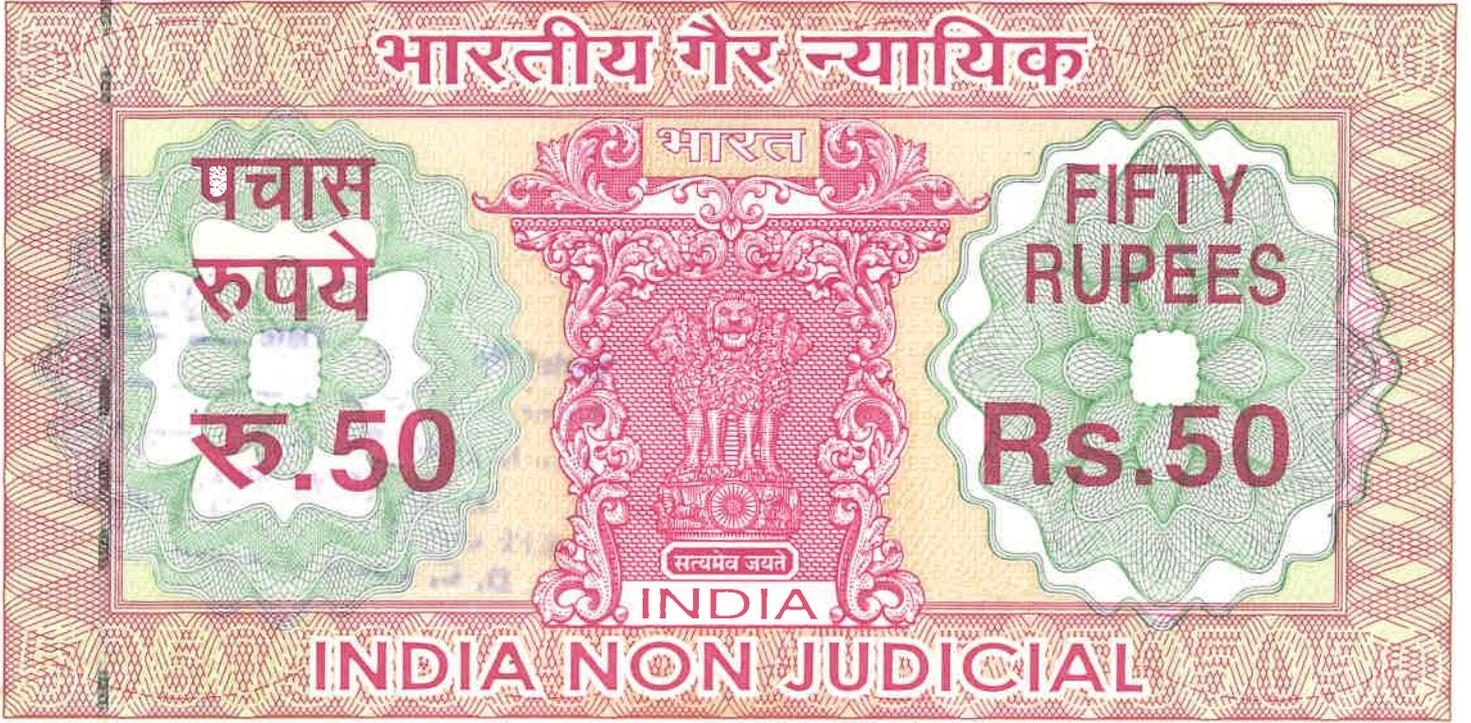
ASSAM STATE ELECTRICITY BOARD

THIS POWER PURCHASE AGREEMENT, entered into on this ^{9th}.....day of June, 2009 between **NHPC Ltd.**, a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "**NHPC**", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Assam State Electricity Board, Guwahati** (hereinafter referred to as "**ASEB**" generally referred to as "Bulk Power Customer" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, NHPC is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from **Subansiri**

[Handwritten Signature]
GM (Comm-T)

[Handwritten Signature]
CE (Comm.)



असम ASSAM

688239

Lower HE Project (2000 MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and by any new Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned in the agreement shall have the same meaning as respectively assigned to them hereunder:-

- | | | |
|------------|---|--|
| i) Month | : | means English Calendar month. |
| ii) Year | : | means financial year commencing on 1st April and ending on 31 st March. |
| iii) Power | : | means the electrical power. |

GM (Comm-T)

CE (Comm.)

- iv) Energy : means the electrical energy.
- v) REA : means periodic regional energy account including amendments thereof, if any, prepared by NERPC/NERLDC showing exchange of energy amongst the various constituents of NERPC.
- vi) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- vii) LC : means irrevocable, revolving Letter of Credit.
- viii) FERV : means Foreign Exchange Rate Variation.
- ix) CEA : means Central Electricity Authority.
- x) CERC : means Central Electricity Regulatory Commission.
- xi) GOI : means Government of India.
- xii) IEGC : means Indian Electricity Grid Code.
- xiii) MOP : means Ministry of Power.
- xiv) POWER GRID : means Power Grid Corporation of India Limited.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NERLDC : means North Eastern Regional Load Despatch Centre.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units each of 250 MW**. The installed capacity is however, subject to de-rating / up-rating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer(s) shall be in accordance with the instructions issued/ or to be issued by the MOP, Government of India from time to time.


G.W. (Comm-T)


EE (Comm.)

3.0 GENERAL OBLIGATIONS:

3.1 The energy supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NERPC/NERLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV Bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other competent agency as the case may be. The Bulk Power Customer(s) shall make arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, maintenance and collection, transportation and processing of data required for energy exchange shall be governed as per the notification/ directives issued/or to be issued by CERC and as per relevant provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time.

5.0 ACCOUNTING OF ENERGY :

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by NERPC/NERLDC. The REA including its amendments, if any, as issued by


GM (Comm-T)


CE (Comm.)

NERPC/ NERLDC shall form the basis of billing and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied by NHPC from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued/to be issued by CERC from time to time under Electricity Act, 2003 and /or any other Act/Regulations as may be substituted by Government of India in place of these provisions. Recovery of income tax and foreign exchange rate variation shall be governed as per the provisions contained in the tariff Notifications issued by CERC or as per the orders/directions of the GOI issued from time to time.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/order/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer(s) shall continue to pay to NHPC the tariff as per previous tariff Notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis or as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING:

- 7.1 NHPC shall prepare bill(s) for the energy supplied to each of the Bulk Power Customer(s) on the basis of REAs issued by NERPC/NERLDC and Bulk Power Customer(s) shall accept these bills for payment. The bill shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time.
- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of

 Gay (Comm - T)  CE (Comm.)

written objection and necessary effect if any, of the same shall be given in the subsequent bill(s).

7.3 The settlement of all disputed current dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. If the amount of energy supply bill is more than the amount of Letter of Credit, the payment of the excess amount shall be made by the Bulk Power Customer(s) directly on presentation of bill(s). All bank charges shall be borne by the Bulk Power Customer(s).

8.2 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

9.0 SURCHARGE ON LATE PAYMENT AND REBATE :

9.1 The provision for levy of surcharge and rebate shall be governed as per the notification/ directives/guidelines issued/to be issued by CERC/ GOI from time to time or any other Rebate Scheme as mutually agreed upon, from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

9.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer(s) to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer(s) in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.


GN (Comm-T)


CE (Comm.)

10.0 ARBITRATION :

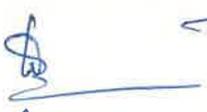
- 10.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 10.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the Arbitrator shall be final and binding on the parties. The High Court of Guwahati shall have exclusive jurisdiction in all matters arising under this Agreement.
- 10.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 10.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

11.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders / directions / regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s)."

12.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing of this Agreement and shall remain operative for 5 years from the date of commercial operation of the last unit of Project provided that this Agreement may be


GN (Comm - T)


C&A (Comm.)

mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

13.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail /courier with an acknowledgement due to the other party.

TO NHPC:

Executive Director (Comml) / General Manager (Comml.) / Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

BY NHPC:

Executive Director (Comml) / General Manager (Comml.) / Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

TO BULK POWER CUSTOMER:

Chief General Manager (Comml.-Tariff) / General Manager (Comml.-Tariff) / Secretary, Assam State Electricity Board , Bijulee Bhawan, Paltan Bazar, Gauwahati, Assam - 781 001.

BY BULK POWER CUSTOMER:

Chief General Manager (Comml.-Tariff) / General Manager (Comml.-Tariff) / Secretary, Assam State Electricity Board, Bijulee Bhawan, Paltan Bazar, Gauwahati, Assam - 781 001.


GM (Comml.-T)


CE (Comml.)

14.0 IMPLEMENTATION OF THE AGREEMENT:

The Tripartite Agreement signed, if any, between Govt. of India, Reserve Bank of India and State Govt., in relation with the scheme of securitisation shall form an integral part of this Agreement. In case any of the provisions of this agreement is inconsistent with the provision of the Tripartite Agreement, mentioned above, then the provision of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In witness thereof the parties hereto have caused this Agreement to be executed hereunder by their duly authorized representative(s) on the day, month and year written above at Guwahati.


09/06
For and on behalf of
NHPC Ltd.

श. र. राना / R. RAINA
मुख्य अभियंता / Chief Engineer
सहकारी निर्यात / NHPC Limited
सेक्टर-33, बड़वान / Sector-33 Faridabad


09/06/09
For and on behalf of
Assam State Electricity Board
(G.K. DAS)
General Manager (Com-Tariff)
ASEB, Bijulee Bhawan, Guwahati-1

WITNESS

1. 
09/06/09
MD. FARUQUE
Dy. Mgr (Mech.)

WITNESS

1. 
09/06/09
Senior Manager (Com-T)
ASEB, Bijulee Bhawan, Ghy-1

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 23/08/2019

Certificate No. E0W2019H235



Stamp Duty Paid : ₹ 110
(Rs. Only)

GRN No. 56632801



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Nhpcltd

H.No/Floor : Nhpc

Sector/Ward :

LandMark : Nhpc complex

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 94*****20



Buyer / Second Party Detail

Name : Arunachalpradesh

H.No/Floor : Vidyutbhaw

Sector/Ward : Ap

LandMark : Ap

City/Village: Ap

District : Itanagar

State : Ap

Phone : 03*****60

Purpose : FOR POWER PURCHASE AGREEMENT WITH AP

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LIMITED

AND

DEPARTMENT OF POWER, GOVT. OF ARUNACHAL PRADESH

THIS POWER PURCHASE AGREEMENT is entered into on this 27th day of August....2019 between **NHPC Limited**, (formerly known as National Hydroelectric Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called '**NHPC**', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Department of Power, Govt. of Arunachal Pradesh, represented by Secretary (Power), Govt. of Arunachal Pradesh on behalf of Governor of Arunachal Pradesh (hereinafter referred to as "Deptt. of Power, Govt. of Arunachal Pradesh", generally referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

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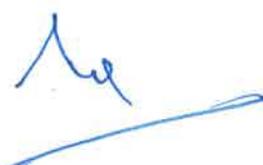
Whereas, NHPC is a generating company of Government of India and the Bulk Power Customer have been allocated power by Government of India from **Subansiri Lower HE Project (2000 MW), Arunachal Pradesh** (hereinafter referred to as “**NHPC Station**”) owned and to be operated by NHPC.

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder:-

- (i) Month : means English Calendar month.
- (ii) Year : means financial year commencing on 1st April and ending on 31st March.
- (iii) Energy : means the electrical energy.
- (iv) Power : means the electrical power.
- (v) LC : means confirmed, irrevocable, revolving Letter of Credit.
- (vi) FERV : means Foreign Exchange Rate Variation.
- (vii) CEA : means Central Electricity Authority.
- (viii) CERC : means Central Electricity Regulatory Commission.
- (ix) GOI : means Government of India.
- (x) IEGC : means Indian Electricity Grid Code.
- (xi) MOP : means Ministry of Power.
- (xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- (xiii) POWER GRID : means Power Grid Corporation of India Limited.
- (xiv) RPC : means Regional Power Committee.
- (xv) NERPC : means North Eastern Regional Power Committee.



- (xvi) NLDC : means National Load Dispatch Centre
- (xvii) NERLDC : means North Eastern Regional Load Dispatch Centre
- (xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared / issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units of 250 MW each**. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer shall be in accordance with the instructions regarding allocation of power issued by the MOP, Government of India from time to time.

3.0 GENERAL OBLIGATIONS:

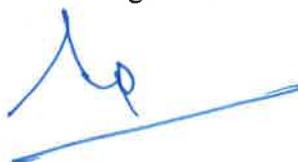
- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 effective from 03.05.2010 and any further amendment to these regulations from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with RPC/RLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400KV Bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer. Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorized agency as the case may be. The Bulk Power Customer shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.



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- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long - term Access & Medium-term Open Access in interstate Transmission and related matters) Regulations, 2009 and shall be the long -term customer for the purpose of above regulations. The Bulk Power customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, its amendment from time to time and as per the notification/ directives issued/ to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

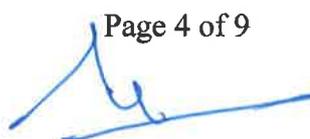
The quantum of energy sold to the Bulk Power Customer out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC/RLDC. The REA including amendments, if any, as issued by RPC/RLDC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification /orders / direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc / provisional basis as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.



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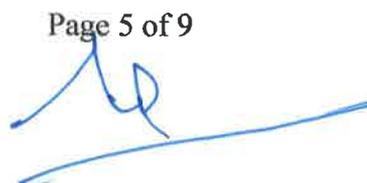


7.0 BILLING:

- 7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer on the basis of REAs issued by RPC based on the data provided by RLDC and Bulk Power Customer shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.
- 7.2 In case Bulk Power Customer has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).
- 7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station may be made by the Bulk Power Customer through RTGS/NEFT or through a confirmed, revolving, irrevocable 'Letter of Credit' to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed annually. However, after issue of revised tariff order of the NHPC Station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months based on the revised tariff of the respective year. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer.
- 8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.
- 8.3 In case of payment through LC, NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer. The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.
- 8.4 The amount of LC during the first year of commercial operation of the NHPC Station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC Station.



9.0 PAYMENT SECURITY MECHANISM

- 9.1 Bulk Power Customer shall essentially open a confirmed, revolving, irrevocable 'Letter of Credit' in favour of NHPC of requisite amount i.e. an amount equivalent to 105 % of their average monthly billing of preceding 12 months for the purpose of Payment Security Mechanism (PSM). The LC of requisite amount shall be kept valid at all the times during the validity of this Agreement or extended period. In case of a default in making payment of bill(s) by Bulk Power Customer as per CERC Regulation, NHPC shall have the right to encash the LC which shall be paid by Bulk Power Customer immediately. The Bulk Power Customer shall replenish/re-instate the LC for full amount within five working days of its encashment.
- 9.2 If the bill(s) are either not paid by Bulk Power Customer to NHPC within 45 days from the date of billing or required letter of credit / Payment Security Mechanism is not maintained in terms of this Agreement, NHPC shall have the option to regulate and / or reallocate the power of Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.
- 9.3 If the outstanding dues remain unpaid for more than 90 days after due date, NHPC may recover these dues through Central Plan Assistance of respective state in terms of Tripartite Agreement.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE:

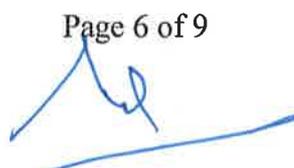
- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/ directives/guidelines issued/to be issued by CERC/GOI from time to time or any other Rebate Scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are either not paid by Bulk Power Customer to NHPC within 45 days from the date of billing or required letter of credit / Payment Security Mechanism is not maintained in terms of this Agreement, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.

11.0 FREE POWER

The allocation of free power from the NHPC Station to Bulk Power Customer shall be in accordance with the instructions issued / or to be issued by the MOP, Govt. of India from time to time.



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12.0 QUARTERLY RECONCILIATION

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payment adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

13.0 ARBITRATION:

- 13.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003 shall be dealt in accordance with the said Act.
- 13.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the Arbitrator shall be final and binding on the parties. The Gauhati High Court Itanagar Permanent Bench Naharlagun shall have exclusive jurisdiction in all matters arising under this agreement. The language of the Arbitration shall be in English
- 13.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 13.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

14.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders / directions / regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).



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15.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 40 (Forty) years from the date of commercial operation of the last unit or balance normative life of NHPC Station whichever is later. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

16.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail / courier with an acknowledgement due to the other party.

a) TO NHPC:

Executive Director (Comml.)/General Manager (Comml.)
NHPC Ltd., NHPC Office Complex,
Sector-33, Faridabad-121 003, Haryana.

With a copy to:

General Manager

b) BY NHPC:

Executive Director (Comml.) /General Manager (Comml.)

NHPC Ltd., NHPC Office Complex,
Sector-33, Faridabad-121 003,
Haryana.

c) TO BULK POWER CUSTOMER:

To be intimated by Bulk Power Customer.

d) BY BULK POWER CUSTOMER:

To be intimated by Bulk Power Customer.



17.0 IMPLEMENTATION OF THE AGREEMENT:

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

18.0 INTERPRETATION:

In case, any of the provisions of this agreement are inconsistent with the provision of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and State Govt. of Arunachal Pradesh, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

IN WITNESS WHEREOF, the parties have executed these presents through their duly authorized representatives caused on the day, month and year first above written.



For and on behalf of
प्रशान्त कौल / PRASHANT KAUL
कार्यपालक निदेशक / Executive Director
वाणिज्यिक विभाग / Commercial Division
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद (हरियाणा) / Sector-33, Faridabad (Hr.)



For and on behalf of
Deptt. of Power, Govt. of Arunachal Pradesh



WITNESS
1. S. Anand Mohan
S. Anand Mohan



WITNESS
1. R. R. JOSHI
CB (Monitoring)
DHPD



हरियाणा HARYANA

K 139065

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

AJMER VIDYUT VITARAN NIGAM LTD.

This POWER PURCHASE AGREEMENT is entered into on this^{9th} day of^{Aug} 2012 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called '**NHPC**', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Ajmer Vidyut Vitaran Nigam Ltd., Old Power House, Hathibata, Jaipur Road, Ajmer - 305001 (hereinafter referred to as "**Bulk Power Customer**" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.


Managing Director
A.V.N.L. Ajmer

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center

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Managing Director
AVVNL, Ajmer

- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by Bulk Power Customer through legally binding arrangements before the date of signing of this agreement, subject to the extent of monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 effective from 03.05.2010 and any further amendment to these regulations from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer. Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, its amendment from time to time and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.

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Managing Director
A.V.V.N.L. Ajmer

6.3 In addition to the energy tariff set out, the Bulk Power Customer shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

7.2 In case Bulk Power Customer has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).

7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).

8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.

8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer. The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

8.4 The amount of LC during the first year of commercial operation of the NHPC station

shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 among Government of Rajasthan, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Default Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement a Default Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Default Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These incremental Receivables shall be routed through Default Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Default Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its incremental Receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Default Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its incremental Receivables or agreeing to provide Escrow cover or any other form of

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Managing Director
A.V.N.L. Ajmer

payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC and the first charge of NHPC on incremental receivables shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.

- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Default Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 and its amendment from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing or required letter of credit / Payment Security Mechanism is not maintained in terms of this Agreement, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to

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Managing Director
A.V.N.L. Ajmer

the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

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Managing Director
A.V.V.N.L. Ajmer

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager (Comml.) /
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :
General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) TO BULK POWER CUSTOMER

Managing Director,
Ajmer Vidyut Vitaran Nigam Ltd.,
Old Power House,
Hathibata, Jaipur Road,
Ajmer - 305001

1/18/24


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Managing Director
A.V.V.N.L. Ajmer

d) **BY BULK POWER CUSTOMER**

Managing Director,
Ajmer Vidyut Vitaran Nigam Ltd.,
Old Power House,
Hathibata, Jaipur Road,
Ajmer – 305001

16.0 IMPLEMENTATION OF THE AGREEMENT;

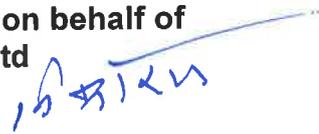
All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed among Govt. of India, Reserve Bank of India and State Govt. Rajasthan, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

For and on behalf of
NHPC Ltd


NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Witness

1.


C.P. Puri
Executive (Comm)

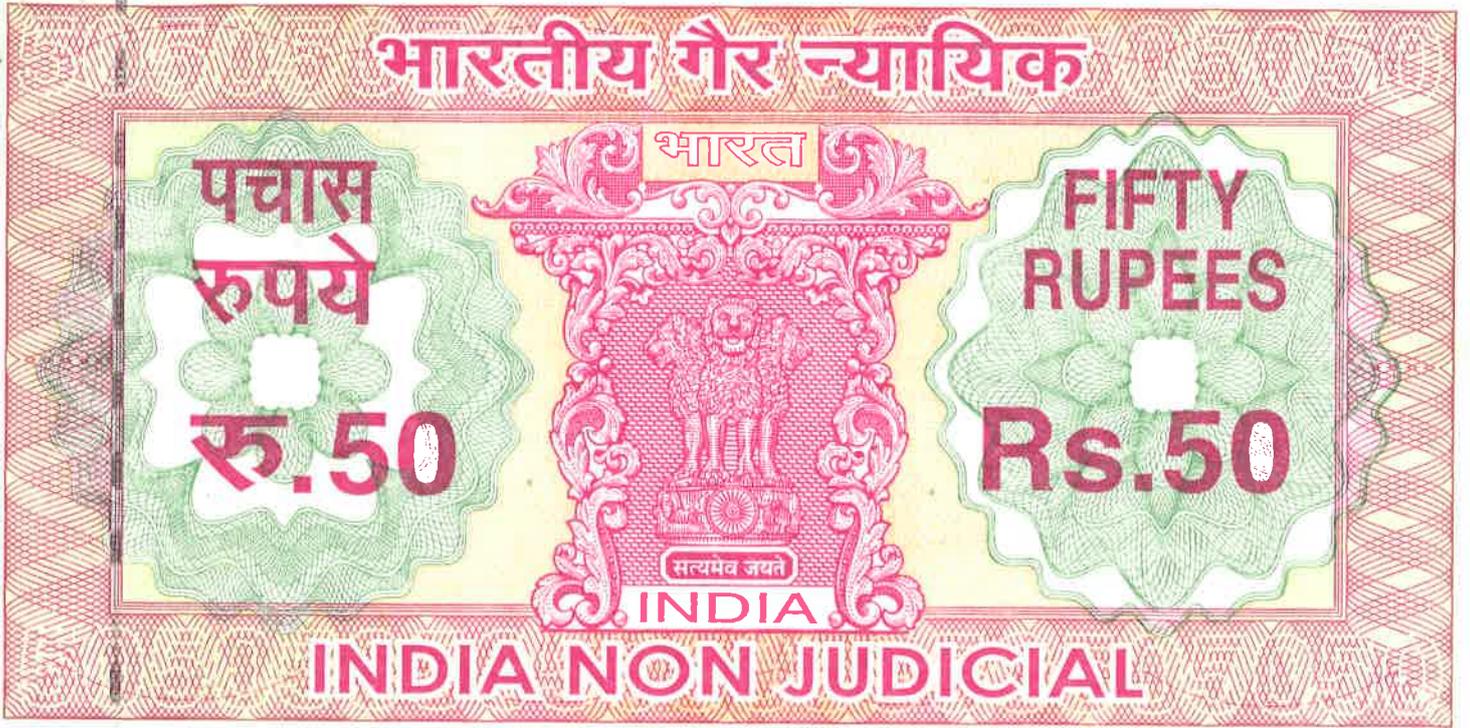
For and on behalf of
Ajmer Vidyut Vitaran Nigam Ltd.


Managing Director
M.V.N.L. Ajmer

Witness

1.


(G.R. Choudhary)
Dy CE (Comm)



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POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

THE ENGINEERING DEPARTMENT, CHANDIGARH ADMINISTRATION.

This POWER PURCHASE AGREEMENT is entered into on this 22nd day of July, 2010 between NHPC Limited, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called 'NHPC', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and The **Engineering Department, Chandigarh Administration, Electricity Operation Circle, UT Chandigarh, Sector-9D, Chandigarh** (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer (s) shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

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

1.0 DEFINITIONS:

The words / expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words / expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center



- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC / NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250 MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued / to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS :

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC / NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION :

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of

connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS :

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification / directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY :

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC / NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF :

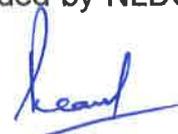
6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications / orders /directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.

6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders / direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc / provisional basis as per the directions / instructions/orders of CERC.

6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC / NERLDC



and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved / notified by CERC / Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).

7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT :

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).

8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.

8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

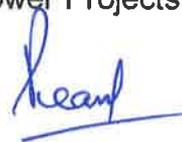
8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM (Clauses 9.1. to 9.4 not applicable in case of UT Chandigarh) :

9.1 Provisions of Tripartite Agreement signed on NA between NA Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for

the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the receivables of Bulk Power Customer shall be routed as per the terms of Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge in favour of NHPC. These receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.

- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its receivables, NHPC shall have the right to reallocate power to other customers. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on Bulk Power Customer's receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the receivables. While creating any subsequent charge on its receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's receivables in favour of NHPC and the first charge of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.
- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.



9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.

9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

10.1 The provision for levy of surcharge and rebate shall be governed as per notification / directives / guidelines issued / to be issued by CERC / GOI from time to time or any other rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives / guidelines issued / to be issued by CERC / GOI from time to time.

10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :

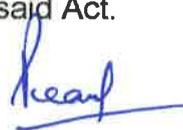
- (i) Towards late payment surcharge payable, if any ;
- (ii) Towards earlier un-paid monthly Bills, if any ;
- (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
- (iv) Towards the Capacity charges, Energy charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION :

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION :

12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003 shall be dealt in accordance with the said Act.



- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The Arbitrator shall publish the award, within a reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE :

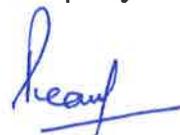
Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order / directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT :

This Agreement shall come into force from the date of signing and shall remain operative for 5 (Five) years from the date of commercial operation of the last unit of project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

15.0 NOTICES :

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.



a) TO NHPC :

Executive Director (Comml.) / General Manager (Comml.) /
Chief Engineer (Comml.),
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer,
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC :

Executive Director (Comml.) / General Manager (Comml.)/
Chief Engineer (Comml.),
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) TO BULK POWER CUSTOMER :

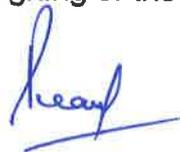
Chief Engineer UT Chandigarh / Superintending Engineer,
Electricity Operation Circle,
UT Chandigarh,
Sector-9D, Chandigarh.

d) BY BULK POWER CUSTOMER :

Chief Engineer, UT Chandigarh / Superintending Engineer,
Electricity Operation Circle,
UT Chandigarh,
Sector-9D, Chandigarh.

16.0 IMPLEMENTATION OF THE AGREEMENT :

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by registered post / speed post from time to time. Nomination of authorised representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.



17.0 INTERPRETATION :

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement, if any, signed between Govt. of India, Reserve Bank of India and Chandigarh Administration, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

For and on behalf of
NHPC Ltd


प्रशान्त कौल / PRASHANT KAUL
मुख्य अभियन्ता (विद्युत)/Chief Engineer (Elect)
एन.एच.पी.सी.एल./N.H.P.C. Ltd.
भारत सरकार का उपक्रम/A Govt. of India Enterprise
सेक्टर-33, फरीदाबाद/Sector-33, Faridabad-121003

Witness

1.


पूनाम मिश्रा / POONAM MITTAL
सहायक प्रबंधक (सि.) / Asstt. Manager (C)
प्रशिक्षण मा.स.केंद्र / T&HRD Centre
एनएचपीसी लिमिटेड, चण्डीगढ़
NHPC Limited, Chandigarh


For and on behalf of
The Engineering Department,
Chandigarh Administration.

Secretary Engineering,
Chandigarh Administration.

Witness

1.


Superintending Engineer,
Electricity Operation Circle,
U. T. CHANDIGARH.



हरियाणा HARYANA

F 062674

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

CHHATTISGARH STATE POWER DISTRIBUTION CO. LTD.

This POWER PURCHASE AGREEMENT is entered into on this 15th day of December, 2010 between NHPC Limited, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called 'NHPC', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Chhattisgarh State Power Distribution Co. Ltd., Vidyut Sewa Bhawan, Post- Sunder Nagar, Daganniya, Raipur - 492013, Chhattisgarh (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer (s) shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

Page 1 of 10

Managing Director
CSPDCL : RAIPUR

Prashant Kaul
15.12.10

प्रशान्त कौल / PRASHANT KAUL
मुख्य अभियन्ता (विद्युत)/Chief Engineer (Elect)
एन.एच.पी.सी.एल./NHPC, Ltd.
भारत सरकार का कार्यालय / Govt. of India, Faridabad
सेक्टर-33/सैफाबाद, फरीदाबाद, हरियाणा

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

1.0 DEFINITIONS:

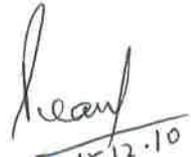
The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center

Page 2 of 10


Managing Director
CSPDCL : RAIFUR

2685


15/12/10
प्रशान्त कौल / PRASHANT KAUL
मुख्य अभियन्ता (विद्युत) / Chief Engineer (Elect)
एन.एच.पी.सी.एल./N.H.P.C., Ltd.
भारत सरकार का उपक्रम A Govt. of India Enterprise
सेक्टर-33, फण्डागढ़, Sector-33, Fundagad-121003

- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by CSPDCL through legally binding agreements before the date of signing of this Agreement, subject to the extent of the monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s)

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Managing Director
2686 CSPDCL : RAIPUR

प्रशांत कौल / PRASHANT KAUL
मुख्य अभियंता (विद्युत) / Chief Engineer (Elect)
एन.एच.पी.सी.एल./N.H.P.C. Ltd.
भारत सरकार का उपक्रम A Govt. of India Enterprise
सेक्टर-33, फारदाबाद, Sector-33, Faridabad-12100

shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Open Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

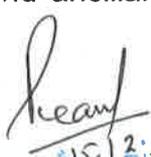
The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

Page 4 of 10


Managing Director
CSPDCL : RAIPUR


15/2.10
प्रशान्त कौल PRASHANT KAUL
मुख्य अभियंता (विद्युत) Chief Engineer (Elect)
एन.एच.पी.सी. लि. NHPC Ltd.
भारत सरकार का राष्ट्रीय अणु ऊर्जा उपक्रम Enterprise
सैक्टर-33, रायपुर, झारखण्ड Sector-33, Raipur, Jharkhand-12

7.0 BILLING :

- 7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.
- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).
- 7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).
- 8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.
- 8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.
- 8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 between Government of

Page 5 of 10


Managing Director
CSPDCL : RAIPUR

2688


प्रशांत कौल
15.12.15
मुख्य अभियंता (विद्युत) Chief Engineer (Elect)
एन.एच.पी.सी.एल./N.H.P.C. Ltd.
भारत सरकार का उपकरण/A Govt. of India Enter
मेंबर-33, एन.एच.पी.सी.एल./N.H.P.C. Ltd. andabad-12

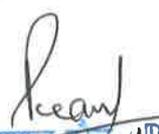
Chhattisgarh, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These incremental receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.

- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its incremental receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on incremental receivables on Bulk Power Customer's incremental receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental receivables. While creating any subsequent charge on its incremental receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental receivables in favour of NHPC and the first charge on incremental receivables of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.
- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.

Page 6 of 10


Managing Director
CSPDCL : RAIPUR

2689


15-12-11
PRASHANT KAUL
मुख्य अभियंता (विद्युत) Chief Engineer (Elect)
एन एन पी सी एल / N.H.P.C. Ltd.
भारत सरकार का कार्यालय A Govt. of India Enter
सेक्टर-33, रायपुर Sector 33, Raipur

9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.

9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.

10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :

- (i) Towards earlier un-paid monthly Bills, if any;
- (ii) Towards late payment surcharge payable, if any;
- (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
- (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

Page 7 of 10

Managing Director
CSPDCL : RAIPUR


15.12.10

प्रशान्त कौल / PRASHANT KA
मुख्य अभियन्ता (विद्युत) Chief Engineer (El
एन एन पी सी एल / N.H.P.C. Ltd.
भारत सरकार का उत्तरदायी अधिकारी of India
मैसर्स 33, पटौलीबाग, दिल्ली-110001, इण्डिया

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 5 years from the date of commercial operation of the last unit of project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

Page 8 of 10

Managing Director
CSPDCL : RAIPUR

प्रशान्त कौल / PRASHANT KAUL
मुख्य अभियन्ता (विद्युत) Chief Engineer (Elect)
एन.एच.पी.सी. लि. NHPC Ltd.
भारत सरकार का उपक्रम A Govt. of India Enterprise
सैक्टर-33, प्रयोगवाक, Sector-33, Faridkot, Punjab

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager (Comml.) /
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) To Chhattisgarh State Power Distribution Co. Ltd.

To be intimated by chhattisgarh State Power Distribution Co. Ltd.

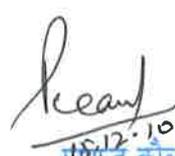
d) By Chhattisgarh State Power Distribution Co. Ltd.

To be intimated by chhattisgarh State Power Distribution Co. Ltd.

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

Page 9 of 10


Managing Director
CSPDCL : RA1-UR

प्रशान्त कौल / PRASHANT KAUL
मुख्य अभियन्ता (विद्युत)/Chief Engineer (Elect)
एन.एन.पी.सी.एल./N.H.P.C. Ltd.
भारत सरकार का उत्तरदायी A Govt. of India E
सैक्टर-33, फरीदाबाद, Sector-33, Faridabad

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Chhattisgarh, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

**For and on behalf of
NHPC Ltd**

Prashant
15.12.10

प्रशान्त कौल / PRASHANT KAUL
मुख्य अभियन्ता (विद्युत)/Chief Engineer (Elect)
एन.एच.पी.सी.एल./N.H.P.C. Ltd.
भारत सरकार का उपक्रम/A Govt. of India Enterprise
सेक्टर-33, फरीदाबाद/Sector-33, Faridabad-121003

Witness

1.

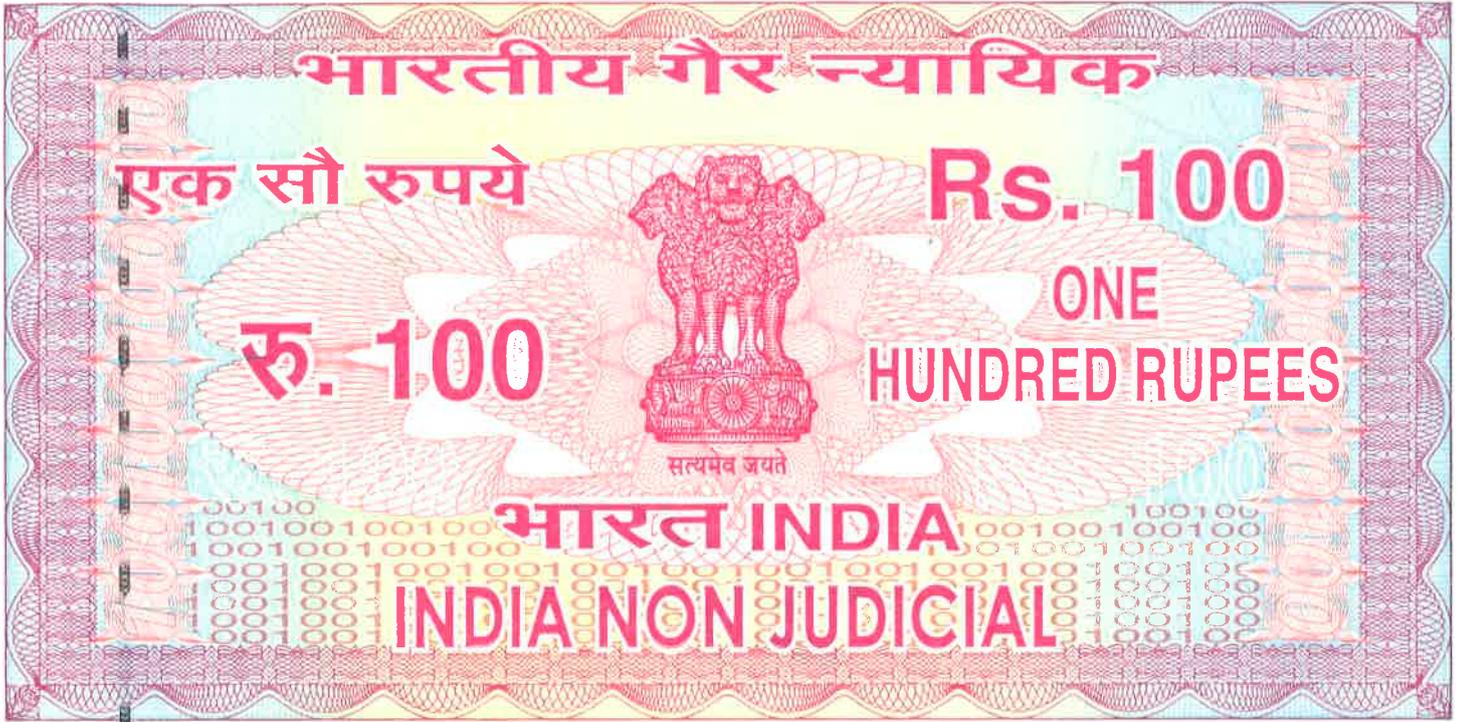
M.K.
15.12.2010
(M.K. JHA)
DM (Comm.)

15/12/10
**For and on behalf of
Chhattisgarh State Power
Distribution Co. Ltd.**

Witness

1.

C.S.P.D.C.L.
Executive Director (Commercial)
C.S.P.D.C.L. Raipur



हरियाणा HARYANA POWER PURCHASE AGREEMENT

F 374862

BETWEEN

NHPC LTD.

AND

THE GOVERNOR OF GOA

FOR SUBANSIRI LOWER HYDRO ELECTRIC PROJECT (2000 MW)

This POWER PURCHASE AGREEMENT is entered into on this 19th day of October, 2011 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called '**NHPC**', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Electricity Department, Govt. of Goa** having its Head Office at Vidyut Bhawan, 3rd floor, Panaji, Goa (hereinafter called EDG) on behalf of Governor of Goa (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer (s) shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

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

Page 1 of 10

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March
- iii) Energy : means the electrical energy.
- iv) EDG : means Electricity Department, Government of Goa
- v) Power : means the electrical power.
- vi) LC : means Irrevocable revolving Letter(s) of Credit.
- vii) FERV : means Foreign Exchange Rate Variation.
- viii) CEA : means Central Electricity Authority.
- ix) CERC : means Central Electricity Regulatory Commission.
- x) GOI : means Government of India.
- xi) IEGC : means Indian Electricity Grid Code.
- xii) MOP : means Ministry of Power.
- xiii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiv) POWER GRID : means Power Grid Corporation of India Limited.
- xv) RPC : means Regional Power Committee.
- xvi) NERPC : means North Eastern Regional Power Committee.
- xvii) NLDC : means National Load Dispatch Center
- xviii) NERLDC : means North Eastern Regional Load Dispatch Center.

- xix) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xx) Incremental Receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by EDG through legally binding agreements before the date of signing of this agreement, subject to the extent of the monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

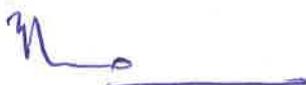
- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time:

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phases, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorized agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.



- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.

- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.

- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

- 7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk



Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).
- 7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).
- 8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.
- 8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.
- 8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20.03.2003 between Government of Goa, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow



Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the incremental receivables of EDG shall be routed as per the terms of Escrow Agreement. EDG hereby agrees that NHPC will have first charge on incremental Receivables of EDG. EDG agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, EDG shall hypothecate *incremental* Receivables to the extent required for payment of dues of NHPC by EDG including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These Incremental Receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.

- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by EDG to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, EDG does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or EDG creating any superior charge in favour of any other party on its *Incremental* Receivables, NHPC shall have the right to reallocate power to other customers *by giving notice of 30 days*. In case of termination of this Agreement or reallocation of power due to reasons stated above, EDG shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from EDG are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. EDG and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on incremental receivables on EDG's incremental Receivables in favour of NHPC. Accordingly, EDG shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its incremental Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NHPC, EDG shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on EDG's incremental Receivables in favour of NHPC and the first charge *on* incremental receivables of NHPC shall be in preference to any other charge that EDG may create in favour of any other party.
- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 EDG agrees to ensure that the successor entities of EDG will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.



9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.

10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :

- (i) Towards late payment surcharge payable, if any;
- (ii) Towards earlier un-paid monthly Bills, if any;
- (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
- (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and EDG acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and EDG therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and EDG shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.



12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.

12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within reasonable time.

12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.



a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :
General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) To Electricity Department, Govt. of Goa (EDG).

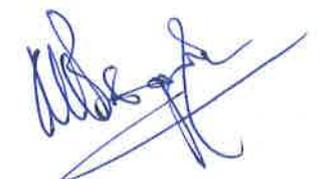
Chief Electrical Engineer, Electricity Department, Govt. of Goa
3rd Floor ,Vidyut Bhawan, Panaji-Goa

d) By Electricity Department, Govt. of Goa (EDG).

Chief Electrical Engineer, Electricity Department, Govt. of Goa
3rd Floor ,Vidyut Bhawan, Panaji-Goa

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.



17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Uttar Pradesh, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

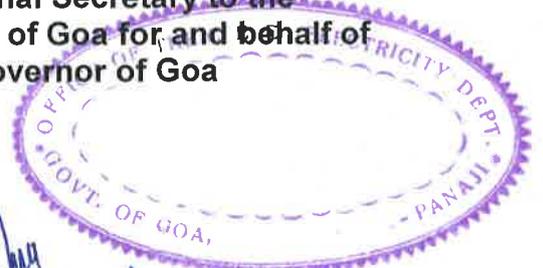
In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives on date mentioned above.

Signed, sealed & Delivered by for and on behalf of NHPC Ltd


NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Signed, sealed & Delivered by

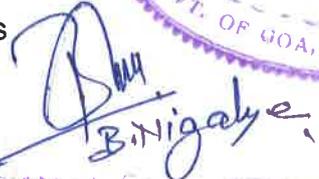

(Nirmal Braganza)
Chief Electrical Engineer
Electricity Department,
Government of Goa and Ex-Officio,
Additional Secretary to the
Government of Goa for and behalf of
Governor of Goa

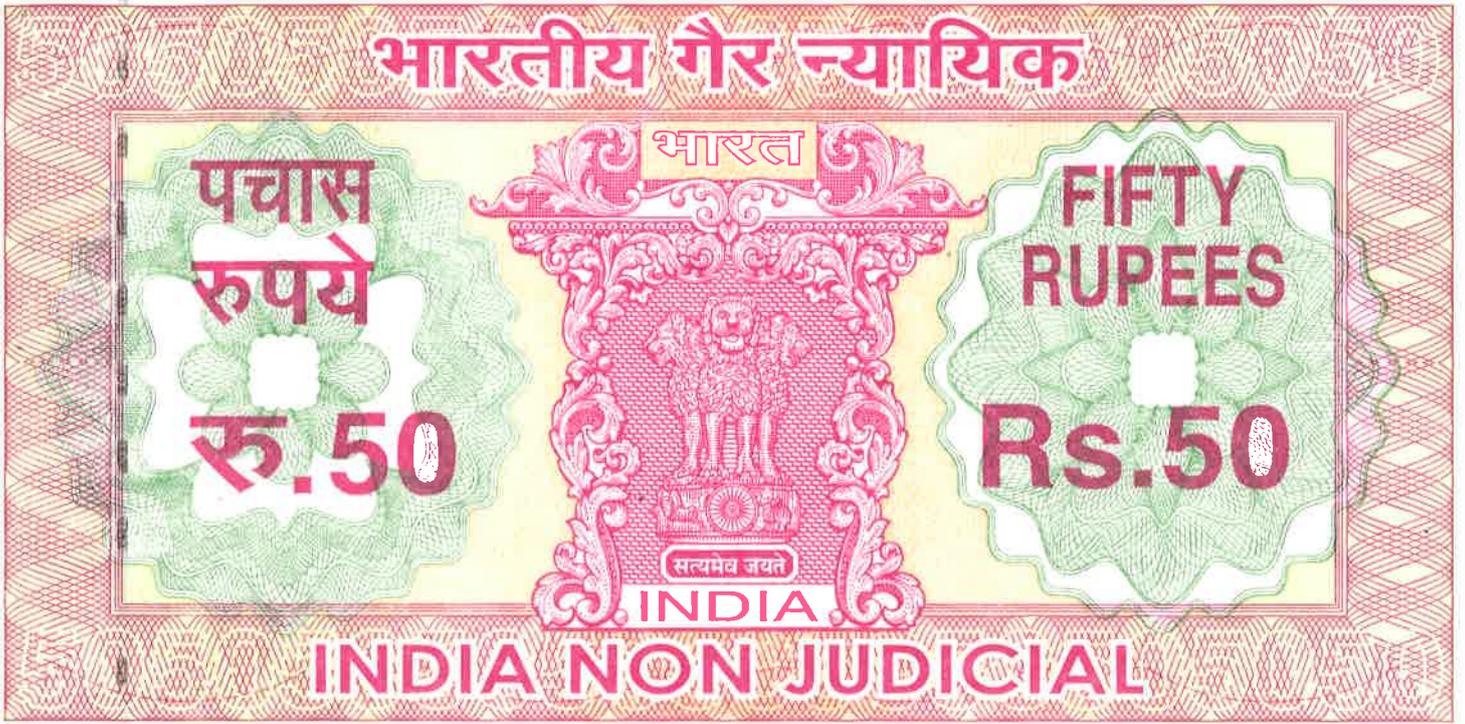


Witness

1. 
19/10/2011
M. K. Jha
D.M. (Comm.)

Witness

1. 
Assistant Engr. (Elect./INT)
Office of the
Chief Electrical Engineer
Electricity Dep.,
Panaji-Goa



हरियाणा HARYANA

992084

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

GUJARAT URJA VIKAS NIGAM LIMITED.

This POWER PURCHASE AGREEMENT is entered into on this ^{third} day of ^{10th} March, 2012 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called 'NHPC', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Gujarat Urja Vikas Nigam Limited (GUVNL)**, Sardar Patel Vidyut Bhawan, Race Course, Vadodara-390007 (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

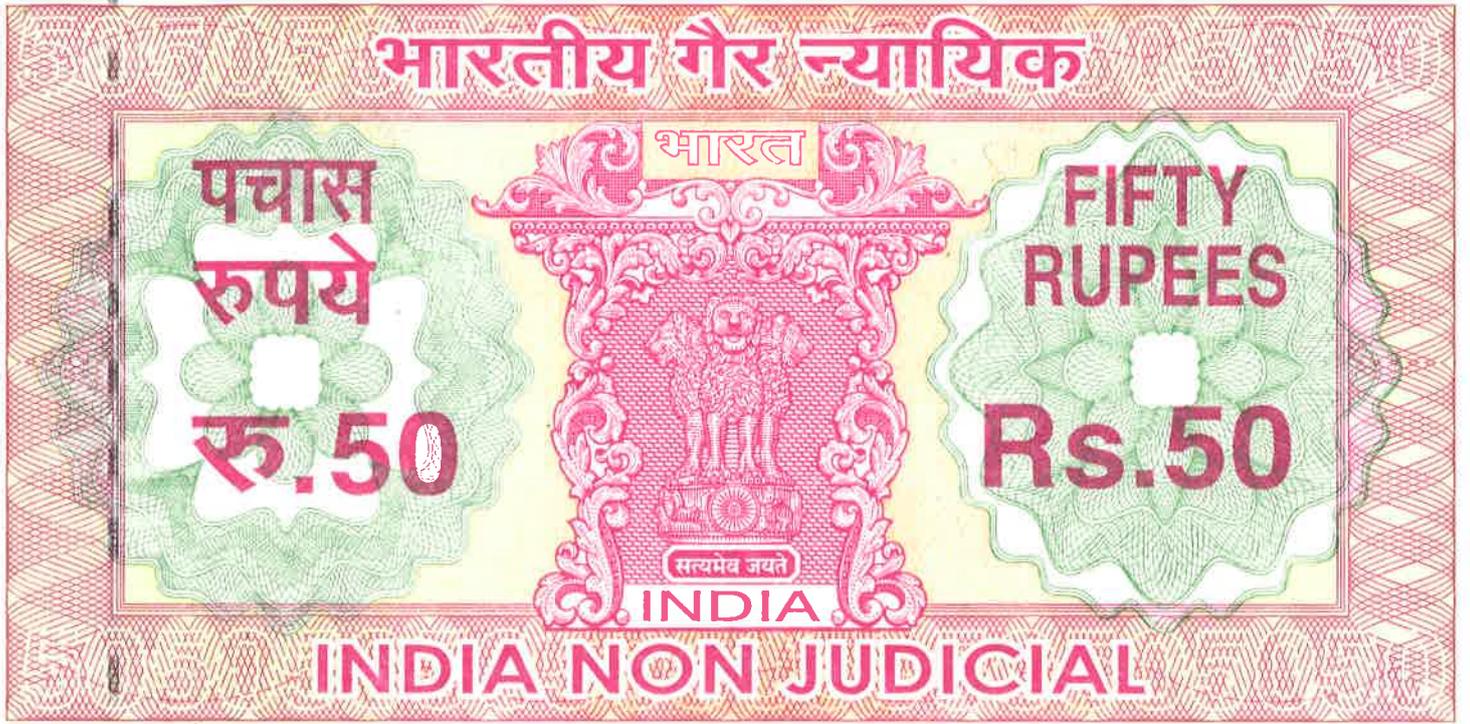
Whereas NHPC is a generating company of Government of India and the Bulk Power

Page 1 of 10

K P JANGID
General Manager (Com)
Gujarat Urja Vikas Nigam Ltd.
Vadodara

2704

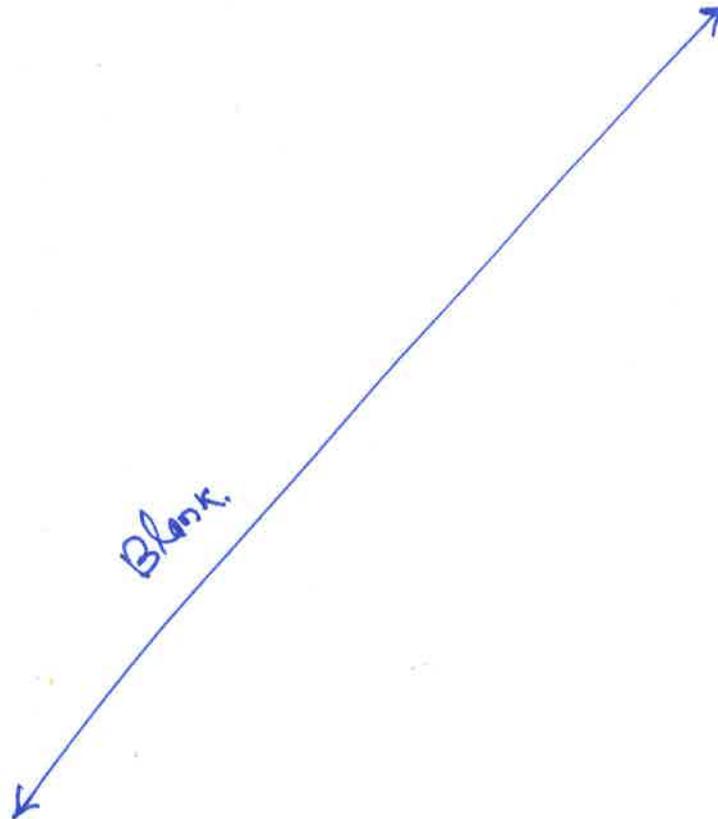
NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)



हरियाणा HARYANA

992082

Part of Agreement - PPA of Subansiri HE Project
(Assamchal Pradesh) of NHPC.



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Customer (s) has been allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act,2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.

per



- xvi) NLDC : means National Load Dispatch Center
- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by GUVNL through legally binding agreements before the date of signing of this agreement, subject to the extent of the monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable . The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery

point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in

future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

- 7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.
- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).
- 7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank or any other payment mode as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).
- 8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.
- 8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.
- 8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 between Government of Gujarat, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These Incremental Receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its Incremental Receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on incremental receivables on Bulk Power Customer's incremental Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its incremental Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC and the first charge on incremental receivables of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.
- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of

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“Escrow Agreement” and “Agreement to Hypothecate Cum Deed of Hypothecation” shall be in the format prescribed by Govt. of India as “Standard Bidding Document (Case II)” / competitively bid Ultra Mega Power Projects.

- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC’s “Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities” as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.
- 10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :
- (i) Towards earlier un-paid monthly Bills, if any;
 - (ii) Towards late payment surcharge payable, if any;
 - (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
 - (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an

acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) To Gujarat Urja Vikas Nigam Limited (GUVNL).

General Manager (Comml.)
Sardar Patel Vidyut Bhawan,
Race Course ,Vadodara-390007

d) By Gujarat Urja Vikas Nigam Limited (GUVNL).

General Manager (Comml.)
Sardar Patel Vidyut Bhawan,
Race Course ,Vadodara-390007

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

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17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Government of Gujarat, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.


For and on behalf of
NHPC Ltd

NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Witness

1.



03/03/2012

MANOJ KR. JHA
DM (Comm)


For and on behalf of
Gujarat Urja Vikas Nigam Limited.

K P JANGID
General Manager (Com)
Gujarat Urja Vikas Nigam Ltd.
Vadodara

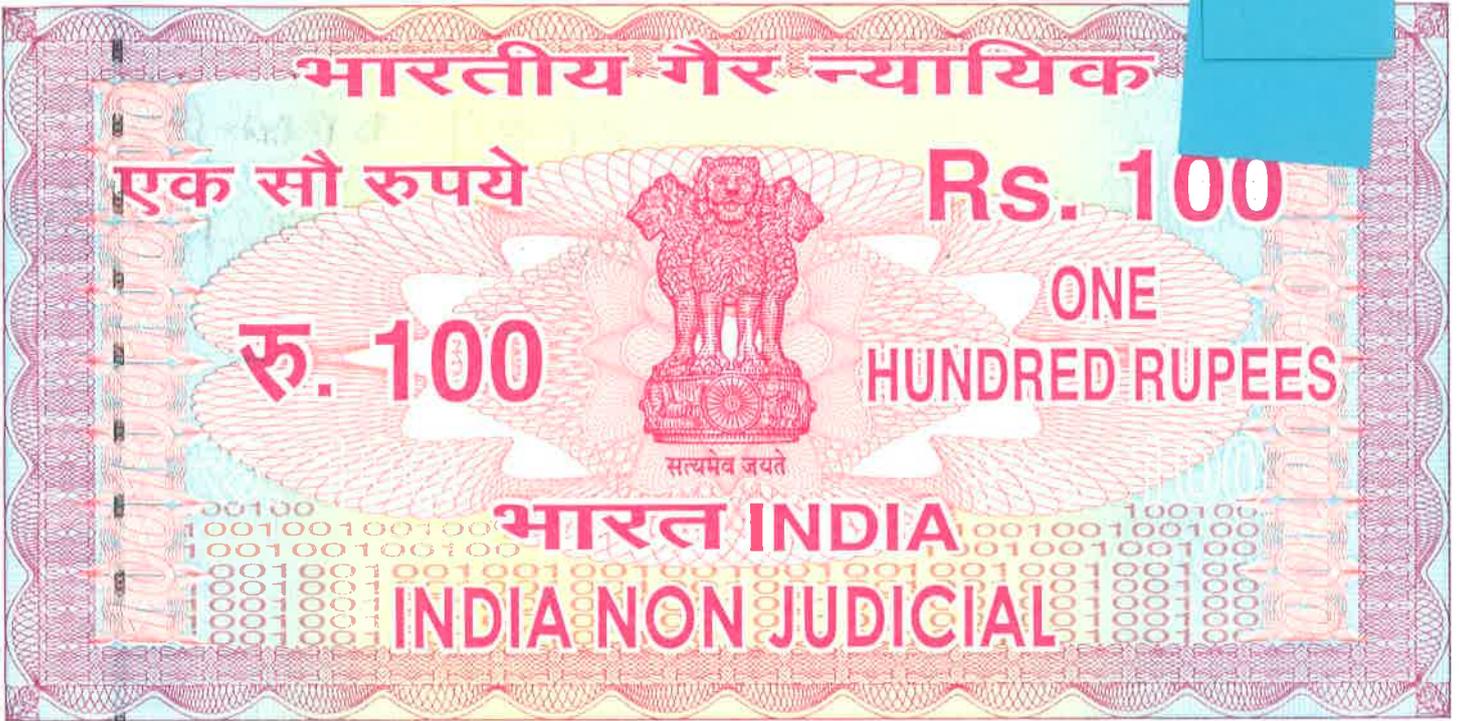
Witness

-1.


P. J. JANI
Executive Engineer (Comm.)
Commerce Department
GUVNL, Vadodara.







हरियाणा HARYANA

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POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

HARYANA POWER PURCHASE CENTRE.

This POWER PURCHASE AGREEMENT is entered into on this ^{1st}.....day of ^{SEPTEMBER}.....2011 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called '**NHPC**', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Uttar Haryana Bijli Vitran Nigam (UHBVN) and Dakshin Haryana Bijli Vitran Nigam (DHBVN), through Chief Engineer, Haryana Power Purchase Centre (HPPC), Shakti Bhawan, Sector-6, Panchkula-134109 (Haryana) (In terms of Haryana Govt., Power Department notification No 1/1/2008 dated 11th April 2008) (hereinafter referred to as "**Bulk Power Customer**") which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer (s) shall be allocated power by Govt. of India from Subansiri Lower HE

Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

And whereas Haryana Government Power Department vide notification No. 1/1/2008-1 Power dt. 11.04.08 transfer the rights relating to procurement of electricity / UI Drawals/dispatches or Trading of electricity from Haryana Power Generation Corporation Ltd. (HPGCL) (Transferor Company) to Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL) and Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL) (Transferee Companies) w.e.f. 01.04.08. Further, UHBVNL and DHBVNL (Transferee Companies) vide Office Order No. 281/UH/GA/Cadre dt. 27.05.08 and 30/GM/Admn. Dt. 21.07.08 respectively authorised the Chief Engineer, HPPC for signing documents as may be required and functioning as authorised representative on their behalf.

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

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- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.

- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center
- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The

Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in

respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

- 7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.
- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).
- 7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank or through any other mode of payment as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed half yearly. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).
- 8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.
- 8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.
- 8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March 2003 between Government of Haryana, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the receivables of Bulk Power Customer shall be routed as per the terms of Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge in favour of NHPC. These Receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its Receivables, NHPC shall have the right to reallocate power to other customers. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on Bulk Power Customer's Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the Receivables. While creating any subsequent charge on its Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's Receivables in favour of NHPC and the first charge of NHPC shall be in preference to any other charge that Bulk Power Customer may create in

favour of any other party.

- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.
- 10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :
- (i) Towards late payment surcharge payable, if any;
 - (ii) Towards earlier un-paid monthly Bills, if any;
 - (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
 - (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to

the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and

signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) TO BULK POWER CUSTOMER

Chief Engineer
Haryana Power Purchase Centre
Shakti Bhawan, Sector-6
Panchkula

d) BY BULK POWER CUSTOMER

Chief Engineer
Haryana Power Purchase Centre
Shakti Bhawan, Sector-6
Panchkula

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s), if any, shall be informed likewise in writing by the each party within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Haryana, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

**For and on behalf of
NHPC Ltd**


NIKKA RAM | 09 | 2011
CE (Commercial),
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

For and on behalf of

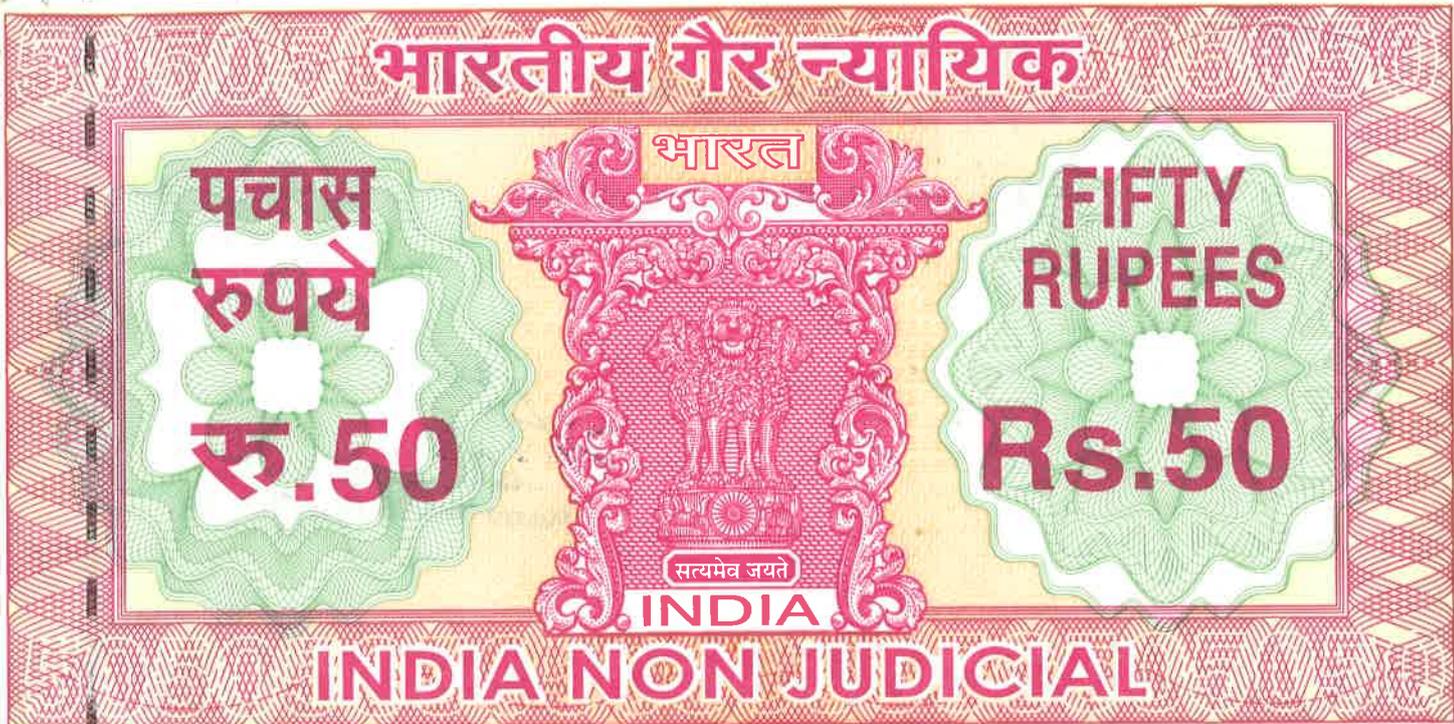

**Chief Engineer
H.P.P.C., Panchkula**
Haryana Power Purchase Centre
on behalf of
Uttar Haryana Bijli Vitran Nigam &
Dakshin Haryana Bijli Vitran Nigam

Witness

1. 
01/09/2011
MANOJ KUMAR JHA
DM (Comm.).

Witness

1. 
Panchkula 1/9



हरियाणा HARYANA

B 706474

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

JODHPUR VIDYUT VITARAN NIGAM LTD.

This POWER PURCHASE AGREEMENT is entered into on this 9th day of Aug. 2012 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (Hereinafter called '**NHPC**', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Jodhpur Vidyut Vitaran Nigam Ltd., New Power House, Industrial Area, Jodhpur-342003 (hereinafter referred to as "**Bulk Power Customer**" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

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NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad (Haryana)

NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)


DIRECTOR (Tech.)
Jd. V. V. N. Ltd. Jodhpur

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center

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DIRECTOR (Tech.)
Jd. V. V. N. Ltd., Jodhpur

- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by Bulk Power Customer through legally binding arrangements before the date of signing of this agreement, subject to the extent of monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 effective from 03.05.2010 and any further amendment to these regulations from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

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DIRECTOR (Tech.)
Jd. V. V. N. Lal, Jodhpur

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer. Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, its amendment from time to time and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.

6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.

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6.3 In addition to the energy tariff set out, the Bulk Power Customer shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

7.2 In case Bulk Power Customer has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).

7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).

8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.

8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer. The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

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DIRECTOR (Tech.)
Jd. V. V. N. Ltd., Jodhpur.

8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 among Government of Rajasthan, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Default Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement a Default Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Default Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These incremental Receivables shall be routed through Default Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Default Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its incremental Receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Default Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its

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DIRECTOR (Tech.)
NHPC

incremental Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC and the first charge of NHPC on incremental receivables shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.

- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Default Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 and its amendment from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing or required letter of credit / Payment Security Mechanism is not maintained in terms of this Agreement, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power

13/11/11

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DIRECTOR (Tech.)
Jd. V. V. N. Loh, Jodhpur

Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of

10/11/17

Page 8 of 10


DIRECTOR (Tech.)
Jd. V. P. D. Dept., Jodhpur

India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035-

b) BY NHPC

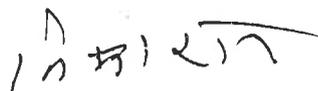
Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) TO BULK POWER CUSTOMER

Managing Director,
Jodhpur Vidyut Vitaran Nigam Ltd.,
New Power House,
Industrial Area,
Jodhpur-342003

d) BY BULK POWER CUSTOMER

Managing Director,
Jodhpur Vidyut Vitaran Nigam Ltd.,
New Power House,
Industrial Area, Jodhpur-342003



Page 9 of 10


DIRECTOR
Jd. V. V. N. Ltd., Jodhpur

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed among Govt. of India, Reserve Bank of India and State Govt. Rajasthan, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

For and on behalf of
NHPC Ltd

10/12/17

NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Witness

1.

C.P. PURI
Executive (comd)

For and on behalf of
Jodhpur Vidyut Vitaran Nigam Ltd.

[Signature]
J.V.V.N. Ltd., Jodhpur

Witness

1.

[Signature]
L.N. SONI
Executive Engineer (AA)
J.V.V.N. Ltd
Jodhpur



हरियाणा HARYANA

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POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

JAIPUR VIDYUT VITARAN NIGAM LTD.

This POWER PURCHASE AGREEMENT is entered into on this^{9th}.....day of ...^{Aug.}...2012 between NHPC Limited, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called 'NHPC', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Jaipur Vidyut Vitaran Nigam Ltd., Vidyut Bhawan, Janpath, Jaipur-302005 (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

10/08/12

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center

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- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by Bulk Power Customer through legally binding arrangements before the date of signing of this agreement, subject to the extent of monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 effective from 03.05.2010 and any further amendment to these regulations from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

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400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer. Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, its amendment from time to time and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.

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6.3 In addition to the energy tariff set out, the Bulk Power Customer shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

7.2 In case Bulk Power Customer has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).

7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).

8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.

8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer. The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

8.4 The amount of LC during the first year of commercial operation of the NHPC station





shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 among Government of Rajasthan, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Default Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement a Default Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Default Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These incremental Receivables shall be routed through Default Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Default Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its incremental Receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Default Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its incremental Receivables or agreeing to provide Escrow cover or any other form of

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payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC and the first charge of NHPC on incremental receivables shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.

- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Default Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 and its amendment from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/ directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing or required letter of credit / Payment Security Mechanism is not maintained in terms of this Agreement, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to

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the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial

10/3/2003

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operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) TO BULK POWER CUSTOMER

Director(Technical),
Jaipur Vidyut Vitaran Nigam Ltd.,
Vidyut Bhawan, Janpath,
Jaipur-302005

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d) **BY BULK POWER CUSTOMER**

Director(Technical),
Jaipur Vidyut Vitaran Nigam Ltd.,
Vidyut Bhawan, Janpath,
Jaipur-302005

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed among Govt. of India, Reserve Bank of India and State Govt. Rajasthan, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

For and on behalf of
NHPC Ltd


NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Witness

1.


9.8.12
C.P. Puri
Executive (Genl)

For and on behalf of
Jaipur Vidyut Vitaran Nigam Ltd.


Director (Tech.)
JVVNL., JAIPUR

Witness

1.


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Gyan Prakash Ranjan
ST. AO (RD PPC), JVVNL, Jaipur



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POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

MAHARSHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.

This POWER PURCHASE AGREEMENT is entered into on this ^{10th} day of ^{Feb} February 2012 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called '**NHPC**', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Maharashtra State Electricity Distribution Company Limited (MSEDCL)**, Power Purchase Section, 5th floor, Prakashgad, Bandra (East), Mumbai-400051 (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Page 1 of 10



एन.एच.पी.सी. लिमिटेड
N.H.P.C. Ltd.
भारत हाइड्रो पावर कॉर्पोरेशन लिमिटेड
A Govt. of India Enterprise
सेक्टर-33, फरिदाबाद (हरियाणा)-121 003
Sector-33, Faridabad (Haryana)-121 003

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Whereas NHPC is a generating company of Government of India and the Bulk Power Customer (s) shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

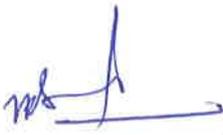
Now, therefore, in consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:-

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act,2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.




एन.एन.पी.सी. लिमिटेड
N.E.P. Co. Ltd.
भारत सरकार द्वारा
A Govt. Enterprise
सेक्टर-33, फरीदाबाद (हरियाणा)-121 003
Sector-33, Faridabad (Haryana)-121 003

- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center
- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by MSEDCL through legally binding agreements before the date of signing of this agreement, subject to the extent of the monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable . The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.



3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.

6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.



6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).

7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).

8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.

8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

8.4 The amount of LC during the first year of commercial operation of the NHPC station shall

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NHPC Limited
भावनगर, फरिदाबाद, हरियाणा
A Government of India Enterprise
सेक्टर-33, फरिदाबाद (हरियाणा)-121 003
Sector-33, Faridabad (Haryana)-121 003

be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 between Government of Maharashtra, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Default Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement of Default Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Default Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These Incremental Receivables shall be routed through Default Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Default Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its Incremental Receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Default Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on incremental receivables on Bulk Power Customer's incremental Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its incremental Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding

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NHPC Ltd.
भारत सरकार के अधीन
A Government of India Enterprise
सेक्टर-33, फणदाबुड (महाराष्ट्र)-121 003
Sector-33, Fardabad (Maharashtra)-121 003

first charge on Bulk Power Customer's incremental Receivables in favour of NHPC and the first charge on incremental receivables of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.

- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Default Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.
- 10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :
- (i) Towards earlier un-paid monthly Bills, if any;
 - (ii) Towards late payment surcharge payable, if any;
 - (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
 - (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment



Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 35 (Thirty Five) years from the date of commercial operation of the last unit or balance normative life of Power station which ever is earlier. However, during currency of agreement, if any Tariff notifications/orders/regulation/directions are issued by CERC/Govt. of India/State Govt. or any competent authority the same shall be acceptable and binding on both the parties.





एन.एच.पी.सी. लिमिटेड
N.H.P.C. Ltd.
भारतीय परमाणु ऊर्जा आयोग
Atomic Energy Commission
सेक्टर-33, फरीदाबाद (हरियाणा)-121 003
Sector-33, Faridabad (Haryana)-121 003

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) To Maharashtra State Electricity Distribution Company Limited (MSEDCL).

Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Ltd
Power Purchase Section,5th Floor ,Prakashgad, Bandra(East),Mumbai-400051 .

d) By Maharashtra State Electricity Distribution Company Limited (MSEDCL).

Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Ltd
Power Purchase Section,5th Floor ,Prakashgad, Bandra(East),Mumbai-400051 .

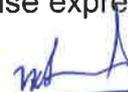
16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided

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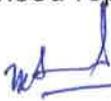

एन.एच.पी.सी. लिमिटेड
NHPC Ltd.
भाग
A
सेक्टर-33, फरिदाबाद (हरियाणा)-121 003
Sector-33, Faridabad (Haryana)-121 003

herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Government of Maharashtra, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.


10/02/2012
महाप्रबंधक (वाणि) / General Manager (Comm.)
वाणिज्यिक विभाग / Commercial Division
एन.एच.पी.सी. लिमिटेड
NHPC लिमिटेड
सेक्टर-33, फरीदाबाद
Sector-33, Faridabad

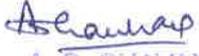

Director (Finance)
MSEDCL Ltd.
For and on behalf of
MSEDCL.

Witness

1. 
MANOJ KR JHA
DY. Manager (Comm.)

एन.एच.पी.सी. लिमिटेड
N. H. P. C. Ltd.
भारत सरकार का उद्यम
A Govt. Enterprise
सेक्टर-33, फरीदाबाद (हरियाणा)-121 003
Sector-33, Faridabad (Haryana)-121 003

Witness

1. 
A. S. CHAVAN
Chief Engineer (Power Purchase)
M. S. E. D. C. L.



मनिभूत मणिपुर MANIPUR

045625

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD. AND

**ELECTRICITY DEPARTMENT, GOVT. OF MANIPUR FOR AND ON BEHALF
OF THE GOVERNMENT OF MANIPUR**

THIS POWER PURCHASE AGREEMENT, entered into on this 24th day of October, 2008 between **NHPC Ltd.**, a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "**NHPC**", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **the Governor of Manipur through Commissioner (Power) Govt. of Manipur** (hereinafter referred to as **Government of Manipur** generally referred to as "**Bulk Power Customer**" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, **NHPC** is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from **Subansiri Lower HE Project (2000 MW), Arunachal Pradesh** (hereinafter specifically referred to as "**NHPC Station**") owned and to be operated by **NHPC**.

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CE (Comm.)

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and by any new Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned in the agreement shall have the same meaning as respectively assigned to them hereunder:-

- i) Month : means English Calendar month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Power : means the electrical power.
- iv) Energy : means the electrical energy.
- v) REA : means periodic regional energy account including amendments thereof, if any, prepared by NERPC/NERLDC showing exchange of energy amongst the various constituents of NERPC.
- vi) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- vii) LC : means irrevocable, revolving Letter of Credit.
- viii) FERV : means Foreign Exchange Rate Variation.
- ix) CEA : means Central Electricity Authority.
- x) CERC : means Central Electricity Regulatory Commission.
- xi) GOI : means Government of India.
- xii) IEGC : means Indian Electricity Grid Code.

 2


CE (Comm.)

- xiii) MOP : means Ministry of Power.
- xiv) POWER GRID : means Power Grid Corporation of India Limited.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NERLDC : means North Eastern Regional Load Despatch Centre.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units each of 250 MW**. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer(s) shall be in accordance with the instructions issued/ or to be issued by the MOP, Government of India from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NERPC/NERLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV Bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other competent agency as the case may be. The Bulk Power Customer(s) shall make arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.



3



cc (council)

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, maintenance and collection, transportation and processing of data required for energy exchange shall be governed as per the notification/ directives issued/or to be issued by CERC and as per relevant provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time.

5.0 ACCOUNTING OF ENERGY :

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by NERPC/NERLDC. The REA including its amendments, if any, as issued by NERPC/NERLDC shall form the basis of billing and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied by NHPC from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued/to be issued by CERC from time to time under Electricity Act, 2003 and /or any other Act/Regulations as may be substituted by Government of India in place of these provisions. Recovery of income tax and foreign exchange rate variation shall be governed as per the provisions contained in the tariff Notifications issued by CERC or as per the orders/directions of the GOI issued from time to time.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/order/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer(s) shall continue to pay to NHPC the tariff as per previous tariff Notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis or as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.



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(Comm.)

7.0 BILLING:

- 7.1 NHPC shall prepare bill(s) for the energy supplied to each of the Bulk Power Customer(s) on the basis of REAs issued by NERPC/NERLDC and Bulk Power Customer(s) shall accept these bills for payment. The bill shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time.
- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect if any, of the same shall be given in the subsequent bill(s).
- 7.3 The settlement of all disputed current dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. If the amount of energy supply bill is more than the amount of Letter of Credit, the payment of the excess amount shall be made by the Bulk Power Customer(s) directly on presentation of bill(s). All bank charges shall be borne by the Bulk Power Customer(s).
- 8.2 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

9.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 9.1 The provision for levy of surcharge and rebate shall be governed as per the notification/ directives/guidelines issued/to be issued by CERC/ GOI from time to time or any other Rebate Scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

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(CE-Comm.)

9.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer(s) to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer(s) in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.

10.0 ARBITRATION :

10.1 All questions, differences or disputes between the parties arising out of or in connection with this Agreement save and except as provided under clause 5.0 of this agreement to the extent of power vested with NERPC shall be settled through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications thereto.

10.2 In the event of such questions, differences or disputes between the parties, any party by a written notice of 30 days to the other party request for appointment of a Sole Arbitrator to be decided mutually by the parties and in case of disagreement within 15 days thereafter to be decided by Chairman, CEA. In the event, Chairman, CEA fails to nominate the Sole Arbitrator, the same shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The appointment of Sole Arbitrator either mutually agreed by the parties or decided by the Chairman, CEA shall be made by Head of Department, Commercial Division, NHPC or to be intimated by Electricity Department, Government of Manipur, alongwith the reference of dispute between the parties for adjudication by the sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The High Court of Guwahati, Imphal Bench shall have exclusive jurisdiction in all matters arising under this Agreement.

10.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.

10.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

11.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders / directions / regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events



such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s)."

12.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing of this Agreement and shall remain operative for 5 years from the date of commercial operation of the last unit of Project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

13.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail /courier with an acknowledgement due to the other party.

TO NHPC:

Executive Director (Comml)/General Manager (Comml.)/Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

BY NHPC:

Executive Director (Comml)/General Manager (Comml.)/Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

TO BULK POWER CUSTOMER:

Commissioner (Power), Govt. of Manipur, Imphal, Manipur - 795 001/
Chief Engineer (Power) / Additional Chief Engineer (Power)/ Superintending Engineer (Comml), Electricity Department, Government of Manipur, Keishampat, Imphal-795 001, Manipur.



7



CE(Comml.)

BY BULK POWER CUSTOMER:

Commissioner (Power), Govt. of Manipur, Imphal, Manipur - 795 001/
Chief Engineer (Power)/ Additional Chief Engineer (Power)/ Superintending
Engineer (Comm), Electricity Department, Government of Manipur,
Keishampat, Imphal-795 001, Manipur.

14.0 IMPLEMENTATION OF THE AGREEMENT:

The Tripartite Agreement signed, if any, between Govt. of India, Reserve Bank of India and State Govt., in relation with the scheme of securitisation shall form an integral part of this Agreement. In case any of the provisions of this agreement is inconsistent with the provision of the Tripartite Agreement, mentioned above, then the provision of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In witness thereof the parties hereto have caused this Agreement to be executed hereunder by their duly authorized representative(s) on the day, month and year written above at Imphal.

**For and on behalf of
NHPC Ltd.
Manipur**

**For and on behalf of
Electricity Department, Govt. of**



Shri R.Raina,
Chief Engineer(Commercial),
NHPC Ltd.

आर० रैना / R. RAINA
मुख्य अभियंता / Chief Engineer
नार्वेपवीसी लिमिटेड / NHPC Limited
सेक्टर-33, फरीदाबाद / Sector-33 Faridabad



Shri L.P.Gonmei,
Commissioner(Power),
Govt. of Manipur

(L. P. GONMEI)
COMMISSIONER, GOVT. OF MANIPUR
DEPTT. OF...**Power**.....
IMPHAL, 795 001

WITNESS



Shri M. Lalmani Singh,
Chief Engineer(Electrical),
NHPC Ltd.
Loktak Power Station,
Manipur

एम. ललमनि सिंह / M. LALMANI SINGH
मुख्य अभियंता / Chief Engineer
लोकताक पावर स्टेशन / Loktak Power Station
एन. एच. पी. सी. लिमिटेड / N.H.P.C. Ltd.,
मणिपुर-795124 / Manipur-795124

WITNESS



Shri B.S.Chingtham,
Chief Engineer,
Electricity Department,
Govt. of Manipur

(B. S. CHINGTHAM)
Chief Engineer (Power)
Electricity Department
G. vt. of Manipur



POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

MEGHALAYA STATE ELECTRICITY BOARD

THIS POWER PURCHASE AGREEMENT, entered into on this ^{10th} day of ^{SEPT.}.....2008 between **NHPC Limited**, a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "**NHPC**", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Meghalaya State Electricity Board** (hereinafter referred to as "**MeSEB**" generally referred to as "Bulk Power Customer" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, NHPC is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from **Subansiri Lower HE Project (2000 MW), Arunachal Pradesh** (hereinafter specifically referred to as "**NHPC Station**") owned and to be operated by NHPC.

lm *[Signature]*

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and by any new Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned in the agreement shall have the same meaning as respectively assigned to them hereunder:-

- i) Month : means English Calendar month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Power : means the electrical power.
- iv) Energy : means the electrical energy.
- v) REA : means periodic regional energy account including amendments thereof, if any, prepared by NERPC/NERLDC showing exchange of energy amongst the various constituents of NERPC.
- vi) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- vii) LC : means irrevocable, revolving Letter of Credit.
- viii) FERV : means Foreign Exchange Rate Variation.
- ix) CEA : means Central Electricity Authority.
- x) CERC : means Central Electricity Regulatory Commission.
- xi) GOI : means Government of India.
- xii) IEGC : means Indian Electricity Grid Code.
- xiii) MOP : means Ministry of Power.
- xiv) POWER GRID : means Power Grid Corporation of India Limited.
- xv) NERPC : means North Eastern Regional Power Committee.

xvi) NERLDC : means North Eastern Regional Load Despatch Centre.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units each of 250 MW**. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer(s) shall be in accordance with the instructions issued/ or to be issued by the MOP, Government of India from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NERPC/NERLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV Bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other competent agency as the case may be. The Bulk Power Customer(s) shall make arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, maintenance and collection, transportation and processing of data required for energy exchange shall be governed as per the notification/ directives issued/or to be issued by

CERC and as per relevant provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time.

5.0 ACCOUNTING OF ENERGY :

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by NERPC/NERLDC. The REA including its amendments, if any, as issued by NERPC/NERLDC shall form the basis of billing and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied by NHPC from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued/to be issued by CERC from time to time under Electricity Act, 2003 and /or any other Act/Regulations as may be substituted by Government of India in place of these provisions. Recovery of income tax and foreign exchange rate variation shall be governed as per the provisions contained in the tariff Notifications issued by CERC or as per the orders/directions of the GOI issued from time to time.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/order/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer(s) shall continue to pay to NHPC the tariff as per previous tariff Notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis or as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING:

- 7.1 NHPC shall prepare bill(s) for the energy supplied to each of the Bulk Power Customer(s) on the basis of REAs issued by NERPC/NERLDC and Bulk Power Customer(s) shall accept these bills for payment. The bill shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time.

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect if any, of the same shall be given in the subsequent bill(s).

7.3 The settlement of all disputed current dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. If the amount of energy supply bill is more than the amount of Letter of Credit, the payment of the excess amount shall be made by the Bulk Power Customer(s) directly on presentation of bill(s). All bank charges shall be borne by the Bulk Power Customer(s).

8.2 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

9.0 SURCHARGE ON LATE PAYMENT AND REBATE :

9.1 The provision for levy of surcharge and rebate shall be governed as per the notification/ directives/guidelines issued/to be issued by CERC/ GOI from time to time or any other Rebate Scheme as mutually agreed upon, from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

9.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer(s) to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer(s) in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.

10.0 ARBITRATION :

- 10.1 All questions, differences or disputes between the parties arising out of or in connection with this Agreement save and except as provided under clause 5.0 of this agreement to the extent of power vested with NERPC shall be settled through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications thereto.
- 10.2 In the event of such questions, differences or disputes between the parties, any party by a written notice of 30 days to the other party request for appointment of a Sole Arbitrator to be decided mutually by the parties and in case of disagreement within 15 days thereafter to be decided by Chairman, CEA. In the event Chairman, CEA fails to nominate the Sole Arbitrator, the same shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The appointment of Sole Arbitrator either mutually agreed by the parties or decided by the Chairman, CEA shall be made by Head of Department, Commercial Division, NHPC or to be intimated by MeSEB, alongwith the reference of dispute between the parties for adjudication by the sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The High Court of Punjab and Haryana, Chandigarh/Guwahati, Shillong Bench as the case may be shall have exclusive jurisdiction in all matters arising under this Agreement.
- 10.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 10.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

11.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders/directions/regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

12.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing of this Agreement and shall remain operative for 5 years from the date of commercial operation of the last unit of Project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

13.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail /courier with an acknowledgement due to the other party.

TO NHPC:

Executive Director (Comml)/ General Manager (Comml.)/ Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

BY NHPC:

Executive Director (Comml)/General Manager (Comml.)/ Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

TO BULK POWER CUSTOMER:

Secretary , Meghalaya State Electricity Board, Shillong - 793 001.

BY BULK POWER CUSTOMER:

Secretary, Meghalaya State Electricity Board, Shillong - 793 001.



14.0 IMPLEMENTATION OF THE AGREEMENT:

The Tripartite Agreement signed, if any, between Govt. of India, Reserve Bank of India and State Govt., in relation with the scheme of securitisation shall form an integral part of this Agreement. In case any of the provisions of this agreement is inconsistent with the provision of the Tripartite Agreement, mentioned above, then the provision of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In witness thereof the parties hereto have caused this Agreement to be executed hereunder by their duly authorized representative(s) on the day, month and year written above at SHILLONG..(place).


10/09/08
For and on behalf of

N H P C Ltd.

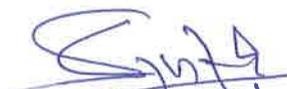
श्री. एच. आर. राना
मुख्य अभियंता / Chief Engineer
एनएचपीसी लिमिटेड / NHPC Limited
सेक्टर-33, फरिदाबाद / Sector-33 Faridabad


For and on behalf of

Meghalaya State Electricity Board

Member Technical
Meghalaya State Electricity Board
Lum Jingshai : Shillong- 1

WITNESS

1. 
10/09/08
(S. D. Gupte)
A.M.(Commr.)

WITNESS

1. 
Superintending Engineer,
State Load Despatch Centre
MeSEB, Shillong.



मिजोरम MIZORAM

016924

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD. AND

POWER & ELECTRICITY DEPARTMENT, GOVERNMENT OF MIZORAM

THIS POWER PURCHASE AGREEMENT, entered into on this...^{08th}...day of ^{Sept}...2008 between **NHPC Ltd.**, a Company incorporated under the Companies Act, 1956 having its registered office a NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "**NHPC**", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Secretary to The Govt. of Mizoram, Power & Electricity Department**, for and on behalf of the Governor of Mizoram (hereinafter generally referred to as "**Bulk Power Customer**" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, **NHPC** is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from **Subansiri Lower HE Project (2000 MW), Arunachal Pradesh** (hereinafter specifically referred to as "**NHPC Station**") owned and to be operated by **NHPC**.

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

1.0 DEFINITIONS :

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and by any new Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned in the agreement shall have the same meaning as respectively assigned to them hereunder:-

- | | | | |
|-------|------------|---|---|
| i) | Month | : | means English Calendar month. |
| ii) | Year | : | means financial year commencing on 1 st April and ending on 31 st March. |
| iii) | Power | : | means the electrical power. |
| iv) | Energy | : | means the electrical energy. |
| v) | REA | : | means periodic regional energy account including amendments thereof, if any, prepared by NERPC/NERLDC showing exchange of energy amongst the various constituents of NERPC. |
| vi) | Outage | : | means the state of component when it is not available to perform its intended function due to some event directly associated with that component. |
| vii) | LC | : | means irrevocable, revolving Letter of Credit. |
| viii) | FERV | : | means Foreign Exchange Rate Variation. |
| ix) | CEA | : | means Central Electricity Authority. |
| x) | CERC | : | means Central Electricity Regulatory Commission. |
| xi) | GOI | : | means Government of India |
| xii) | IEGC | : | means Indian Electricity Grid Code. |
| xiii) | MOP | : | means Ministry of Power |
| xiv) | POWER GRID | : | means Power Grid Corporation of India Limited. |
| xv) | NERPC | : | means North Eastern Regional Power Committee. |
| xvi) | NERLDC | : | means North Eastern Regional Load Despatch Centre. |

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units each of 250 MW**. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP,GOI.

2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer(s) shall be in accordance with the instructions issued or to be issued by the MOP, Government of India from time to time.

3.0 GENERAL OBLIGATIONS:

3.1 The energy supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subjected to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NERPC/NERLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV Bus or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other competent agency as the case may be. The Bulk Power Customer(s) shall make arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, maintenance and collection, transportation and processing of data required for energy exchange shall be governed as per the notification/directives issued/or to be issued by CERC and as per relevant provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by NERPC/NERLDC. The REA including its amendments, if any, as issued by NERPC/NERLDC shall form the basis of billing and shall be binding on both the parties.

6.0 TARIFF:

6.1 The Tariff to be charged & its associated Terms and Conditions for the energy to be supplied by NHPC from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued/ to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act/Regulations as may be substituted by Government of India in place of these provisions. Recovery of income tax and foreign exchange rate variation shall be governed as per the provisions contained in the tariff Notifications issued by CERC or as per the orders/directions of the GOI issued from time to time.

6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/order/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer(s) shall continue to pay to NHPC the tariff as per previous tariff Notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis or as per the directions/instructions/orders of CERC.

6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING:

7.1 NHPC shall prepare bill(s) for the energy supplied to each of the Bulk Power Customer(s) on the basis of REAs issued by NERPC/NERLDC and Bulk Power Customer(s) shall accept these bills for payment. The bill shall be the aggregate of charges as approved/notified by CERC/Government of India from time to time.

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of

written objection and necessary effect, if any, of the same shall be given in the subsequent bill(s).

7.3 The settlement of all disputed current dues shall be governed as per the directives of CERC/GOI as issued from time to time..

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. If the amount of energy supply bill is more than the amount of Letter of Credit, the payment of the excess amount shall be made by the Bulk Power Customer(s) directly on presentation of bill(s). All bank charges shall be borne by the Bulk Power Customer(s).

8.2 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

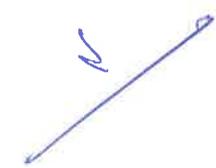
9.0 SURCHARGE ON LATE PAYMENT AND REBATE :

9.1 The provision for levy of surcharge and rebate shall be governed as per the notification/directives/guidelines issued/ to be issued by CERC/GOI from time to time or any other Rebate Scheme as mutually agreed upon, from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

9.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer(s) to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer(s) in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.

10.0 ARBITRATION:

10.1 All questions, differences or disputes between the parties arising out of or in connection with this Agreement save and except as provided under clause 5.0 of this agreement to the extent of power vested with NERPC shall be settled through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications thereto.



- 10.2** In the event of such questions, differences or disputes between the parties, any party by a written notice of 30 days to the other party request for appointment of a Sole Arbitrator to be decided mutually by the parties and in case of disagreement within 15 days thereafter to be decided by Chairman, CEA. In the event Chairman, CEA fails to nominate the Sole Arbitrator, the same shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The appointment of Sole Arbitrator either mutually agreed by the parties or decided by the Chairman, CEA shall be made by Head of Department, Commercial Division, NHPC or to be intimated by Power & Electricity Department, Govt. of Mizoram, alongwith the reference of dispute between the parties for adjudication by the sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The High Court of Guwahati shall have exclusive jurisdiction in all matters arising under this Agreement.
- 10.3** The Arbitrator shall reasonably decide his fees. However, the Arbitrator's Fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 10.4** Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

11.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders/ directions/ regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

12.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing of this Agreement and shall remain operative for 5 years from the date of commercial operation of the last unit of Project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is



formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

13.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail/ courier with an acknowledgement due to the other party.

TO NHPC:

Executive Director (Comml)/General Manager (Comml.)/ Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector – 33, Faridabad -121 003 (Haryana).

BY NHPC:

Executive Director (Comml)/General Manager (Comml.)/ Chief Engineer (Comml.), NHPC LTD., NHPL Office Complex, Sector – 33, Faridabad -121 003 (Hyryana).

TO BULK POWER CUSTOMER:

Secretary to Govt. of Mizoram/Engineer in Chief (Power), Power and Electricity Department, Govt. of Mizoram, Aizawl. Mizoram-796 001.

BY BULK POWER CUSTOMER:

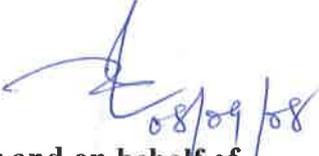
Secretary to Govt. of Mizoram/Engineer in Chief (Power), Power and Electricity Department, Govt. of Mizoram, Aizawl. Mizoram-796 001.

14.0 IMPLEMENTATION OF THE AGREEMENT:

The Tripartite Agreement signed, if any, between Govt. of India, Reserve Bank of India and State Govt., in relation with the scheme of securitization shall form an integral part of this Agreement. In case any of the provisions of this agreement is inconsistent with the provision of the Tripartite Agreement, mentioned above, then the provision of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.



In witness thereof the parties hereto have caused this Agreement to be executed hereunder by their duly authorized representative(s) on the day, month and year written above at ...AIZWAL..... (place).


08/09/08
For and on behalf of
NHPC Ltd.



08/09/08
For and on behalf of
Power & Electricity Department,
Govt. of Mizoram


WITNESS

1. 
8/9/08
(S. D. Guptha)
A. M. (Comm.)
NHPC Ltd.

WITNESS

1. 
8/9/08
(V. RODINGLIANA)
SE (Comm.)
2. 
8/9/08
(R. ROMAWIA)
MPS (Tech) to Govt
of Mizoram.
P&E Deptt.



हरियाणा HARYANA

F 425983

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

M.P. POWER TRADING CO. LTD.

Assignment
Dec This POWER PURCHASE AGREEMENT is entered into on this^{17/15} day of 2011 between **NHPC Limited**, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called 'NHPC', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **M.P. Power Trading CO. Ltd. (M.P. Tradeco), Shakti Bhawan, Vidyut Nagar, Jabalpur - 482008** (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power

Page 1 of 10

Assignment

[Signature]

- xvi) NLDC : means National Load Dispatch Center
- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by UPPCL through legally binding agreements before the date of signing of this agreement, subject to the extent of the monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable . The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery





point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

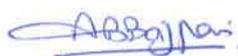
Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in





9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 between Government of M.P., Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Default Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement of Default Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Default Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These Incremental Receivables shall be routed through Default Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Default Escrow Agreement and 'Agreement to Hypothecate Cum Deed of Hypothecation' shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Default Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its Incremental Receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Default Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on incremental receivables on Bulk Power Customer's incremental Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental Receivables. While creating any subsequent charge on its incremental Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Default Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental Receivables in favour of NHPC and the first charge on incremental receivables of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.

Abhishek

Me

9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Default Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.

9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.

9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.

10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :

- (i) Towards earlier un-paid monthly Bills, if any;
- (ii) Towards late payment surcharge payable, if any;
- (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
- (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign





15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) To M.P. Power Trading CO. Ltd.

Chief General Manger (Comml.)
M.P. Tradeco Ltd. Shakti Bhawan,
Vidyut Nagar, Jabalpur – 482008.

d) By M.P. Power Trading CO. Ltd.

Chief General Manger (Comml.)
M.P. Tradeco Ltd. Shakti Bhawan,
Vidyut Nagar, Jabalpur – 482008.

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the

Page 9 of 10





authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Madhya Pradesh, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives at Jabalpur, Madhya Pradesh caused on the day month and year first above written.


For and on behalf of
NHPC Ltd

NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Witness

1.


N. ASHOK KUMAR
MANAGER (COMM)
NHPC Ltd.


For and on behalf of
M.P. Power Trading CO. Ltd.

Witness

1.


Additional General Manager (Comm.)
M. P. Power Trading Co. Ltd.
JABALPUR





नागालैण्ड NAGALAND

000846

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

DEPARTMENT OF POWER, GOVERNMENT OF NAGALAND

THIS POWER PURCHASE AGREEMENT, entered into on this ^{18th} day of ~~JULY~~ 2008 between NHPC Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "NHPC", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Department of Power, Government of Nagaland, Kohima (hereinafter generally referred to as "Bulk Power Customer" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, NHPC is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from Subansiri Lower HE Project (2000 MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

1

[Signature]
18/07

Chief Engineer, NHPC Ltd

Formally National Hydroelectric Power Corp. Ltd.
Sector-33 Faridabad-121003

[Signature]
Chief Engineer
Department of Power
Nagaland : Kohima



नागालैण्ड NAGALAND

000846

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

DEPARTMENT OF POWER, GOVERNMENT OF NAGALAND

THIS POWER PURCHASE AGREEMENT, entered into on this ^{18th} day of ~~JULY~~ 2008 between NHPC Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "NHPC", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Department of Power, Government of Nagaland, Kohima (hereinafter generally referred to as "Bulk Power Customer" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, NHPC is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from Subansiri Lower HE Project (2000 MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

1

[Signature]
18/07
Chief Engineer, NHPC Ltd

Formally National Hydroelectric Power Corp. Ltd.
Sector-33, Faridabad-121003

[Signature]
Chief Engineer
Department of Power
Nagaland : Kohima

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and by any new Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned in the agreement shall have the same meaning as respectively assigned to them hereunder:-

- i) Month : means English Calendar month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Power : means the electrical power.
- iv) Energy : means the electrical energy.
- v) REA : means periodic regional energy account including amendments thereof, if any, prepared by NERPC/NERLDC showing exchange of energy amongst the various constituents of NERPC.
- vi) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- vii) LC : means irrevocable, revolving Letter of Credit.
- viii) FERV : means Foreign Exchange Rate Variation.
- ix) CEA : means Central Electricity Authority.
- x) CERC : means Central Electricity Regulatory Commission.
- xi) GOI : means Government of India.
- xii) IEGC : means Indian Electricity Grid Code.
- xiii) MOP : means Ministry of Power.
- xiv) POWER GRID : means Power Grid Corporation of India Limited.
- xv) NERPC : means North Eastern Regional Power Committee.

2

Formerly

Chief Engineer, NHPC LTD
National Hydroelectric Power Corp. Ltd.
Sector-33, Badli Bad-121002

Chief Engineer
Department of Power
Nagaland : Kohima

xvi) NERLDC : means North Eastern Regional Load Despatch Centre.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units each of 250 MW**. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by OEA or any other agency authorized to do so by MOP, GOI.

2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer(s) shall be in accordance with the instructions issued/ or to be issued by the MOP, Government of India from time to time.

3.0 GENERAL OBLIGATIONS:

3.1 The energy supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NERPC/NERLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV Bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other competent agency as the case may be. The Bulk Power Customer(s) shall make arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, maintenance and collection, transportation and processing of data required for energy exchange shall be governed as per the notification/ directives issued/or to be issued by

3


Chief Engineer, NHPC LTD.
National Hydroelectric Power Corp. Ltd.
Sector 33, Chandernagore, New Delhi-110028

Formerly


Chief Engineer
Department of Power
Nagaland : Kohima

CERC and as per relevant provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time.

5.0 ACCOUNTING OF ENERGY :

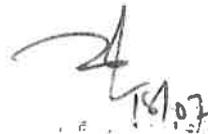
The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by NERPC/NERLDC. The REA including its amendments, if any, as issued by NERPC/NERLDC shall form the basis of billing and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied by NHPC from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued/to be issued by CERC from time to time under Electricity Act, 2003 and /or any other Act/Regulations as may be substituted by Government of India in place of these provisions. Recovery of income tax and foreign exchange rate variation shall be governed as per the provisions contained in the tariff Notifications issued by CERC or as per the orders/directions of the GOI issued from time to time.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/order/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer(s) shall continue to pay to NHPC the tariff as per previous tariff Notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis or as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING:

- 7.1 NHPC shall prepare bill(s) for the energy supplied to each of the Bulk Power Customer(s) on the basis of REAs issued by NERPC/NERLDC and Bulk Power Customer(s) shall accept these bills for payment. The bill shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time.


4
Chief Engineer, NHPC LTD
Formerly National Hydroelectric Power Corp. Ltd.
Sector-33, Chandigarh-121003


Chief Engineer
Department of Power
Nagaland

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect if any, of the same shall be given in the subsequent bill(s).

7.3 The settlement of all disputed current dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. If the amount of energy supply bill is more than the amount of Letter of Credit, the payment of the excess amount shall be made by the Bulk Power Customer(s) directly on presentation of bill(s). All bank charges shall be borne by the Bulk Power Customer(s).

8.2 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

9.0 SURCHARGE ON LATE PAYMENT AND REBATE :

9.1 The provision for levy of surcharge and rebate shall be governed as per the notification/ directives/guidelines issued/to be issued by CERC/ GOI from time to time or any other Rebate Scheme as mutually agreed upon, from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

9.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer(s) to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer(s) in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.


18/07

5

Formerly **Chief Engineer, NHPC LTD**
National Hydroelectric Power Corp. Ltd.
Sector-33, New Badli, New Delhi-110028


Chief Engineer
Department of Power
Nagaland : Kohima

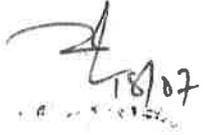
10.0 ARBITRATION :

- 10.1 All questions, differences or disputes between the parties arising out of or in connection with this Agreement save and except as provided under clause 5.0 of this agreement to the extent of power vested with NERPC shall be settled through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications thereto.
- 10.2 In the event of such questions, differences or disputes between the parties, any party by a written notice of 30 days to the other party request for appointment of a Sole Arbitrator to be decided mutually by the parties and in case of disagreement within 15 days thereafter to be decided by Chairman, CEA. In the event Chairman, CEA fails to nominate the Sole Arbitrator, the same shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The appointment of Sole Arbitrator either mutually agreed by the parties or decided by the Chairman, CEA shall be made by Head of Department, Commercial Division, NHPC or to be intimated by Department of Power, Government of Nagaland, alongwith the reference of dispute between the parties for adjudication by the sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The High Court of Punjab and Haryana, Chandigarh / Guwahati, as the case may be shall have exclusive jurisdiction in all matters arising under this Agreement.
- 10.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 10.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

11.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders / directions / regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s)."

Formerly


Chief Engineer, NHPC Ltd
National Hydroelectric Power Corp. Ltd.
Sector-33, Faridabad-121002

6


Chief Engineer
Department of Power
Nagaland & Kohima

12.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing of this Agreement and shall remain operative for 5 years from the date of commercial operation of the last unit of Project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

13.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail /courier with an acknowledgement due to the other party.

TO NHPC:

Executive Director (Comml)/General Manager (Comml.)/Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

BY NHPC:

Executive Director (Comml)/General Manager (Comml.)/Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

TO BULK POWER CUSTOMER:

Chief Engineer (Power), Department of Power, Govt. of Nagaland, Kohima (Nagaland) – 797 011.

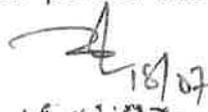
BY BULK POWER CUSTOMER:

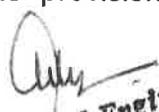
Chief Engineer (Power), Department of Power, Govt. of Nagaland, Kohima (Nagaland) – 797 011.

14.0 IMPLEMENTATION OF THE AGREEMENT:

The Tripartite Agreement signed, if any, between Govt. of India, Reserve Bank of India and State Govt., in relation with the scheme of securitisation shall form an integral part of this Agreement. In case any of the provisions of this

Formerly


Chief Engineer, NHPC LTD.
National Hydroelectric Power Corpn. Ltd.
Sector-33, Faridabad-121003


Chief Engineer
Department of Power
Nagaland : Kohima

agreement is inconsistent with the provision of the Tripartite Agreement, mentioned above, then the provision of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In witness thereof the parties hereto have caused this Agreement to be executed hereunder by their duly authorized representative(s) on the day, month and year written above at **KOHIMA**.

For and on behalf of
NHPC Ltd.

For and on behalf of
Department of Power, Govt. of Nagaland


18/07

Formerly **Chief Engineer, NHPC LTD.**
National Hydroelectric Power Corpn. Ltd.
Sector-13, Faridabad-121002


✓ **Chief Engineer**
Department of Power
Nagaland : Kohima

WITNESS

1.


18/07

MD. FARUQUE
Dy. Mgr. (Mech.)

WITNESS

1. 
18/07

(**EG. IMLIKUMZUK.AO.**)
S.E (P&G)

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act,2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.

- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center
- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.
- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivable shall mean the amount of receivables, in excess of the amount which have already been charged or agreed to be charged in favour of procurer's financing parties prior to the effective date here-in this agreement by way of a legally binding agreement, provided such charge of the procurer's financing parties shall be limited to the extent of their outstanding exposure (including commitments for exposure) as on the effective date.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.



3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.

6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional



basis as per the directions/instructions/orders of CERC.

6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING :

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).

7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).

8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.

8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power



Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

- 8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on between Government of Punjab, Govt. of India and Reserve Bank of India under the Scheme for one time settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the receivables of Bulk Power Customer shall be routed as per the terms of Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on Receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate Receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge in favour of NHPC. These Receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.
- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its Receivables, NHPC shall have the right to reallocate power to other customers. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on Bulk Power Customer's Receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the Receivables. While creating any subsequent charge on its Receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions



etc. during the interim period till signing of Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's Receivables in favour of NHPC and the first charge of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.

- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.
- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/ directives/guidelines issued / to be issued by CERC/GOI from time to time or any other Rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.
- 10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :
- (i) Towards late payment surcharge payable, if any;
 - (ii) Towards earlier un-paid monthly Bills, if any;
 - (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
 - (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:



Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 ARBITRATION:

- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 5 years from the date of commercial operation of the last unit of project provided that this Agreement may be mutually extended, renewed or replaced by another agreement



on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager (Comml.) /
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) TO BULK POWER CUSTOMER

Chief Engineer (PP&R),
Punjab State Power Corporation Ltd,
Patiala



d) **BY BULK POWER CUSTOMER**

Chief Engineer (PP&R),
Punjab State Power Corporation Ltd,
Patiala

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.

17.0 INTERPRETATION:

In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Punjab, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.


For and on behalf of
NHPC Ltd

17-05-2011
NIKKA RAM
CE (Commercial)
NHPC Office Complex, Sector-33,
Faridabad, (Haryana)

Witness

1. 
(MANOJ K R JHA)
DM (Comm.)

 17.5.2011
For and on behalf of
Punjab State Power Corporation Ltd.

Director/Distribution
Punjab State Power Corporation Ltd.
PATIALA

Witness

1. 
Chief Engineer/P. P. & R.,
P. S. P. C. L., PATIALA.



त्रिपुरा TRIPURA

POWER PURCHASE AGREEMENT

199117

BETWEEN

NHPC LTD. AND

TRIPURA STATE ELECTRICITY CORPORATION LTD.

THIS POWER PURCHASE AGREEMENT, entered into on this 27th day of August, 2008 between **NHPC Ltd.**, a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "**NHPC**", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and **Tripura State Electricity Corporation Ltd.** a company incorporated under companies act 1956 having its registered office at Bidyut Bhawan, North Banamalipur, Agartala, Tripura (hereinafter referred to as "**TSECL**" generally referred to as "Bulk Power Customer" which expressions shall unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas, NHPC is a generating company of Government of India and the Bulk Power Customer(s) shall be allocated power by Government of India from **Subansiri Lower HE Project (2000 MW), Arunachal Pradesh** (hereinafter specifically referred to as "**NHPC Station**") owned and to be operated by NHPC.

1


आर. रैना / R. RAINA
मुख्य अभियंता / Chief Engineer
एनएचपीसी लिमिटेड / NHPC Limited
सेक्टर-33, फरीदाबाद / Sector-33 F.


Dipak Ganguli
Chairman-cum-Managing Director
Tripura State Electricity Corporation Ltd.

2808

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and by any new Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned in the agreement shall have the same meaning as respectively assigned to them hereunder:-

- i) Month : means English Calendar month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Power : means the electrical power.
- iv) Energy : means the electrical energy.
- v) REA : means periodic regional energy account including amendments thereof, if any, prepared by NERPC/NERLDC showing exchange of energy amongst the various constituents of NERPC.
- vi) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- vii) LC : means irrevocable, revolving Letter of Credit.
- viii) FERV : means Foreign Exchange Rate Variation.
- ix) CEA : means Central Electricity Authority.
- x) CERC : means Central Electricity Regulatory Commission.
- xi) GOI : means Government of India.
- xii) IEGC : means Indian Electricity Grid Code.
- xiii) MOP : means Ministry of Power.
- xiv) POWER GRID : means Power Grid Corporation of India Limited.
- xv) NERPC : means North Eastern Regional Power Committee.

xvi) NERLDC : means North Eastern Regional Load Despatch Centre.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The installed capacity of **Subansiri Lower HE Project is 2000 MW having 8 units each of 250 MW**. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP, GOI.
- 2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer(s) shall be in accordance with the instructions issued/ or to be issued by the MOP, Government of India from time to time.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NERPC/NERLDC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV Bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other competent agency as the case may be. The Bulk Power Customer(s) shall make arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, maintenance and collection, transportation and processing of data required for energy exchange shall be governed as per the notification/ directives issued/or to be issued by

CERC and as per relevant provisions contained in IEGC (effective from 1st April, 2006) and its amendment from time to time.

5.0 ACCOUNTING OF ENERGY :

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by NERPC/NERLDC. The REA including its amendments, if any, as issued by NERPC/NERLDC shall form the basis of billing and shall be binding on both the parties.

6.0 TARIFF:

6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied by NHPC from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued/to be issued by CERC from time to time under Electricity Act, 2003 and /or any other Act/Regulations as may be substituted by Government of India in place of these provisions. Recovery of income tax and foreign exchange rate variation shall be governed as per the provisions contained in the tariff Notifications issued by CERC or as per the orders/directions of the GOI issued from time to time.

6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/order/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer(s) shall continue to pay to NHPC the tariff as per previous tariff Notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis or as per the directions/instructions/orders of CERC.

6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the Government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.

7.0 BILLING:

7.1 NHPC shall prepare bill(s) for the energy supplied to each of the Bulk Power Customer(s) on the basis of REAs issued by NERPC/NERLDC and Bulk Power Customer(s) shall accept these bills for payment. The bill shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time.

7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect if any, of the same shall be given in the subsequent bill(s).

7.3 The settlement of all disputed current dues shall be governed as per the directives of CERC/GOI as issued from time to time.

8.0 PAYMENT:

8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. If the amount of energy supply bill is more than the amount of Letter of Credit, the payment of the excess amount shall be made by the Bulk Power Customer(s) directly on presentation of bill(s). All bank charges shall be borne by the Bulk Power Customer(s).

8.2 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.

9.0 SURCHARGE ON LATE PAYMENT AND REBATE :

9.1 The provision for levy of surcharge and rebate shall be governed as per the notification/ directives/guidelines issued/to be issued by CERC/ GOI from time to time or any other Rebate Scheme as mutually agreed upon, from time to time as per prevailing statutes and same shall form an integral part of this Agreement.

9.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer(s) to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer(s) in accordance with the directives/guidelines issued/to be issued by CERC/GOI from time to time.

10.0 ARBITRATION :

10.1 All questions, differences or disputes between the parties arising out of or in connection with this Agreement save and except as provided under clause 5.0

of this agreement to the extent of power vested with NERPC shall be settled through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications thereto.

- 10.2 In the event of such questions, differences or disputes between the parties, any party by a written notice of 30 days to the other party request for appointment of a Sole Arbitrator to be decided mutually by the parties and in case of disagreement within 15 days thereafter to be decided by Chairman, CEA. In the event Chairman, CEA fails to nominate the Sole Arbitrator, the same shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The appointment of Sole Arbitrator either mutually agreed by the parties or decided by the Chairman, CEA shall be made by Head of Department, Commercial Division, NHPC or to be intimated by TSECL, alongwith the reference of dispute between the parties for adjudication by the sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The High Court of Punjab and Haryana, Chandigarh/Guwahati, as the case may be shall have exclusive jurisdiction in all matters arising under this Agreement.
- 10.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- 10.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

11.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders / directions / regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s)."

12.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing of this Agreement and shall remain operative for 5 years from the date of commercial operation of the last unit of Project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms


R. RAINA
Chief Engineer
NHPC Limited
Sector-33, Faridkot


Dipak Ganguli
Chairman-cum-Managing Director
Tripura State Electricity Corporation Ltd.

and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.

13.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly served if delivered, or sent by registered mail /courier with an acknowledgement due to the other party.

TO NHPC:

Executive Director (Comml)/General Manager (Comml.)/Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

BY NHPC:

Executive Director (Comml)/General Manager (Comml.)/Chief Engineer (Comml.), NHPC LTD., NHPC Office Complex, Sector -33, Faridabad-121 003 (Haryana).

TO BULK POWER CUSTOMER:

Director (T), Tripura State Electricity Corporation Limited, North Banamalipur, Agartala, Tripura (W)-799 001/ Additional General Manager, Commercial and System Operation, Tripura State Electricity Corporation Limited, North Banamalipur, Agartala, Tripura (W)-799 001.

BY BULK POWER CUSTOMER:

Director (T), Tripura State Electricity Corporation Limited, North Banamalipur, Agartala, Tripura (W)-799 001/ Additional General Manager, Commercial and System Operation, Tripura State Electricity Corporation Limited, North Banamalipur, Agartala, Tripura (W)-799 001.

14.0 IMPLEMENTATION OF THE AGREEMENT:

The Tripartite Agreement signed, if any, between Govt. of India, Reserve Bank of India and State Govt., in relation with the scheme of securitisation shall form an integral part of this Agreement. In case any of the provisions of this agreement is inconsistent with the provision of the Tripartite Agreement,


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आर. रैना / R. RAINA
मुख्य अभियंता / Chief Engineer
सुरक्षा विभाग / NHPC
सेक्टर-33, फरीदाबाद / Sector-33 F


Dipak Ganguli
Chairman-cum-Managing Director
Tripura State Electricity Corporation Ltd,

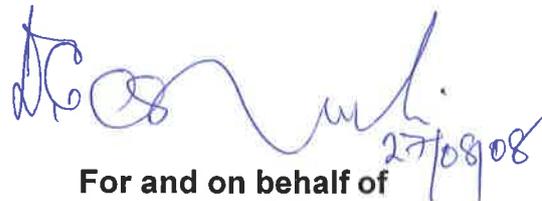
mentioned above, then the provision of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In witness thereof the parties hereto have caused this Agreement to be executed hereunder by their duly authorized representative(s) on the day, month and year written above at ~~Agartala~~ (place).



For and on behalf of
NHPC Ltd.

श्री र. राणा / R. RAINA
मुख्य अभियंता / Chief Engineer
एनएचपीसी लिमिटेड / NHPC
सेक्टर-33, फरीदाबाद / Sector



For and on behalf of
TSECL

Dipak Ganguli
Chairman-cum-Managing Director
Tripura State Electricity Corporation Ltd.

WITNESS

1.


27/8/08
(S. D. Gupta)
A. M. - NHPC Ltd.

WITNESS

1.


20/8/08
(M. Debarman)
AGM (CS&O)
TSECL, TRIPURA

भारतीय गैर न्या

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

हरियाणा HARYANA

889107

POWER PURCHASE AGREEMENT

BETWEEN

NHPC LTD.

AND

U.P. POWER CORPORATION LTD.

This POWER PURCHASE AGREEMENT is entered into on this ^{4th}.....day of ^{October} 2010 between NHPC Limited, (formerly known as National Hydro Power Corporation Limited), a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad (Haryana) - 121003. (hereinafter called 'NHPC', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and U.P. Power Corporation Ltd., 14, Ashok Marg, Shakti Bhawan, Lucknow - 226001 (hereinafter referred to as "Bulk Power Customer" which expressions unless repugnant to the context shall include their respective successors and assigns) as party of the second part.

Whereas NHPC is a generating company of Government of India and the Bulk Power Customer (s) shall be allocated power by Govt. of India from Subansiri Lower HE Project (2000MW), Arunachal Pradesh (hereinafter specifically referred to as "NHPC Station") owned and to be operated by NHPC.

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Page 1 of 10

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4/10/10

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

हरियाणा HARYANA

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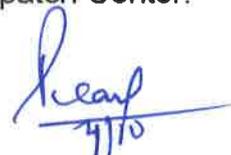
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Now, therefore, in consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:-

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder :-

- i) Month : means English Calendar Month.
- ii) Year : means financial year commencing on 1st April and ending on 31st March.
- iii) Energy : means the electrical energy.
- iv) Power : means the electrical power.
- v) LC : means Irrevocable revolving Letter(s) of Credit.
- vi) FERV : means Foreign Exchange Rate Variation.
- vii) CEA : means Central Electricity Authority.
- viii) CERC : means Central Electricity Regulatory Commission.
- ix) GOI : means Government of India.
- x) IEGC : means Indian Electricity Grid Code.
- xi) MOP : means Ministry of Power.
- xii) Outage : means the state of component when it is not available to perform its intended function due to some event directly associated with that component.
- xiii) POWER GRID : means Power Grid Corporation of India Limited.
- xiv) RPC : means Regional Power Committee.
- xv) NERPC : means North Eastern Regional Power Committee.
- xvi) NLDC : means National Load Dispatch Center
- xvii) NERLDC : means North Eastern Regional Load Dispatch Center.



- xviii) REA : means periodic regional energy account including amendments thereof, if any, prepared/issued by RPC based on the data provided by NLDC/NERLDC showing exchange of energy amongst the various constituents of NERPC and the relevant constituents of other regions with whom the inter regional exchange of power is taking place.
- xix) Incremental receivables : Incremental receivables are the receivables in excess of the receivables over which a charge has been created by UPPCL through legally binding agreements before the date of signing of this Agreement, subject to the extent of the monthly LC requirement.

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER :

2.1 The installed capacity of Subansiri Lower HE Project is 2000 MW having 8 units of 250MW each. The installed capacity is however, subject to derating/uprating of the generating units as determined from time to time by CEA or any other agency authorised to do so by MOP, GOI.

2.2 The allocation of power from the NHPC Station amongst the Bulk Power Customer (s) shall be in accordance with the instructions issued/ to be issued by the MOP, Govt. of India / or any other Competent Authority from time to time.

3.0 GENERAL OBLIGATIONS:

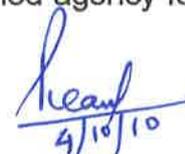
3.1 The energy to be supplied under this Agreement shall be in the form of three phase, 50 hertz alternating current at a voltage of 400 KV or as applicable. The frequency and voltage shall be subject to fluctuations as per provisions contained in IEGC (latest amendment effective from 1st April, 2009) and any further amendment to IEGC from time to time except for the reasons and circumstances beyond the reasonable control of NHPC. The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating units of the NHPC Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be such as may be determined by NHPC in consultation with NLDC/NERLDC/ RPC.

3.2 EVACUATION OF POWER FROM NHPC STATION:

400 KV bus bar or any other point designated at the NHPC Station shall be the delivery point for supply of energy to the Bulk Power Customer(s). Evacuation of power from the delivery point of the NHPC Station shall be through the transmission system of POWER GRID or any other authorised agency as the case may be. The Bulk Power Customer(s) shall make necessary arrangements separately with the concerned agency for evacuation



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of power & payments of evacuation charges etc. and NHPC shall not be responsible for the same in any manner.

- 3.3 The Bulk Power Customer shall apply to Central Transmission Utility (CTU) for grant of connectivity in terms of Central Electricity Regulatory Commission (Grant of connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and shall be the long-term customer for the purpose of above regulations. The Bulk Power Customer shall pay the applicable charges as laid down in the above regulations.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as per the notification/ directives issued / to be issued by CERC from time to time and the relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer(s) out of the energy available for sale shall be the energy as indicated in the REAs issued by RPC based on the data provided by NLDC/NERLDC. The REA including amendments, if any, as issued by RPC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1 The tariff to be charged & its associated Terms and Conditions for the energy to be supplied from the NHPC Station shall be as per Tariff Notifications/ orders/directions issued / to be issued by CERC from time to time under Electricity Act, 2003 and / or any other Act / Regulations as may be substituted by Government of India in place of these provisions.
- 6.2 In case a new tariff for the period beyond the period mentioned in the previous tariff notification/orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC the tariff as per previous tariff notifications for the power supplied from the NHPC Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.
- 6.3 In addition to the energy tariff set out, the Bulk Power Customer(s) shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by it on account of taxes, duties, cess, levy, fees or other imposition etc. levied or to be levied in future as a new tax by the government or other authority in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC in this regard.



7.0 BILLING :

- 7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer(s) on the basis of REAs issued by RPC based on the data provided by NLDC/NERLDC and Bulk Power Customer (s) shall accept these bills for payment. The bill(s) shall be the aggregate of charges as approved /notified by CERC/Government of India from time to time. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued.
- 7.2 In case Bulk Power Customer(s) has any objection as to the accuracy of any bill(s), it shall lodge a written objection with NHPC within 30 days on presentation of such bill(s). On such objection being upheld by NHPC, the same shall be rectified within a period of 30 days from the date of receipt of written objection and necessary effect of the same shall be given in the subsequent bill(s).
- 7.3 All issues relating to dues shall be governed as per the directives of CERC/GOI as issued from time to time

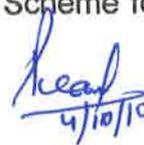
8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from the NHPC Station shall be made by the Bulk Power Customer(s) through a confirmed, revolving, irrevocable Letter of Credit to be established in favour of NHPC for an amount equivalent to 105 percent of their average monthly billing of preceding 12 months with appropriate bank as mutually acceptable to the parties. The LC shall be kept valid at all the time during the validity of this Agreement or extended period. The amount of LC shall be reviewed once in six months. NHPC shall intimate the revised amount of LC one month in advance. If the amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer(s) directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer(s).
- 8.2 Upon unbundling / restructuring of beneficiary, if any, the outstanding payment liability / payment of revised bills to be raised after unbundling / restructuring pertaining to previous period shall be discharged by the successor entities.
- 8.3 NHPC shall present bill(s) to the said Bankers with a copy to the Bulk Power Customer(s). The bill(s) so presented by NHPC to the said Bankers shall be promptly paid on their presentation.
- 8.4 The amount of LC during the first year of commercial operation of the NHPC station shall be for an amount equivalent to 105% of average monthly energy bill based on the share of the Bulk Power Customer in the design energy of the NHPC station.

9.0 PAYMENT SECURITY MECHANISM

- 9.1 Provisions of Tripartite Agreement signed on 20th March, 2003 between Government of Uttar Pradesh, Govt. of India and Reserve Bank of India under the Scheme for one time

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settlement of SEB dues shall be applicable for supply of power from this station and safeguarding payments for the same. It is hereby mutually agreed that after the expiry period of the Tripartite Agreement, an alternative payment security arrangement in the form of Escrow Arrangement as a back up to amount of the LC shall be provided. Under this arrangement an Escrow Account in favour of NHPC shall be established through which the incremental receivables of Bulk Power Customer shall be routed as per the terms of Escrow Agreement. Bulk Power Customer hereby agrees that NHPC will have first charge on incremental receivables of Bulk Power Customer. Bulk Power Customer agrees to enter into a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' as collateral arrangement whereby, Bulk Power Customer shall hypothecate incremental receivables to the extent required for payment of dues of NHPC by Bulk Power Customer including this Agreement by creation of first charge on incremental receivables in favour of NHPC. These incremental receivables shall be routed through Escrow Account for payment to NHPC in case of default in payments.

- 9.2 The Escrow Agreement and Agreement to Hypothecate Cum Deed of Hypothecation shall be executed by Bulk Power Customer to the satisfaction of NHPC at least one year before the completion of the validity period of the Tripartite Agreement. In the event before expiry of Tripartite Agreement, Bulk Power Customer does not sign the 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' at least 3 months before the expiry of Tripartite Agreement or Bulk Power Customer creating any superior charge in favour of any other party on its incremental receivables, NHPC shall have the right to reallocate power to other customers by giving notice of 30 days. In case of termination of this Agreement or reallocation of power due to reasons stated above, Bulk Power Customer shall be liable to pay capacity charges till the power is reallocated.
- 9.3 Since the payments from Bulk Power Customer are currently secured as per the provisions of the Tripartite Agreement, establishing of Escrow Arrangement is not being insisted upon by NHPC presently. Bulk Power Customer and NHPC agree that this Agreement shall be deemed to have created a legally binding first charge on incremental receivables on Bulk Power Customer's incremental receivables in favour of NHPC. Accordingly, Bulk Power Customer shall not create any encumbrance, charge, and lien or otherwise execute any instrument which in any way affects the first charge over the incremental receivables. While creating any subsequent charge on its incremental receivables or agreeing to provide Escrow cover or any other form of payment security to any other entities like power supplier(s), banks, financial institutions etc. during the interim period till signing of Escrow Agreement with NHPC, Bulk Power Customer shall duly inform such power supplier(s), banks, financial institutions etc. of the legally binding first charge on Bulk Power Customer's incremental receivables in favour of NHPC and the first charge on incremental receivables of NHPC shall be in preference to any other charge that Bulk Power Customer may create in favour of any other party.
- 9.4 Except for the provisions of this Agreement other terms and conditions for operation of "Escrow Agreement" and "Agreement to Hypothecate Cum Deed of Hypothecation" shall be in the format prescribed by Govt. of India as "Standard Bidding Document (Case II)" / competitively bid Ultra Mega Power Projects.



- 9.5 Bulk Power Customer agrees to ensure that the successor entities of Bulk Power Customer will be duly notified of the above arrangement with NHPC and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 9.6 In case of regulation of power, the matter may be dealt in accordance with prevailing CERC's "Generic procedure on regulation of power supply to beneficiaries in case of non payment of dues of central power utilities" as amended from time to time.

10.0 SURCHARGE ON LATE PAYMENT AND REBATE :

- 10.1 The provision for levy of surcharge and rebate shall be governed as per notification/directives/guidelines issued / to be issued by CERC/GOI from time to time or any other rebate scheme as mutually agreed upon from time to time as per prevailing statutes and same shall form an integral part of this Agreement.
- 10.2 Notwithstanding what is contained above, if the bill(s) are not paid by Bulk Power Customer to NHPC within 60 days from the date of billing, NHPC shall have the option to regulate the supply of energy to Bulk Power Customer in accordance with the directives/guidelines issued / to be issued by CERC/GOI from time to time.
- 10.3 All payments received from the Bulk Power Customer shall be appropriated by NHPC for amounts due in the following order of priority :
- (i) Towards earlier un-paid monthly Bills, if any;
 - (ii) Towards late payment surcharge payable, if any;
 - (iii) Towards the statutory dues like income tax, duties, royalties, cess, any other tax, royalty etc. in the current bills.
 - (iv) Towards the Capacity Charges, Energy Charges, and any other charges in current bill.

11.0 QUARTERLY RECONCILIATION:

Both NHPC and Bulk Power Customer acknowledge that all payments made against all Bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payments adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of this Agreement.



12.0 ARBITRATION:

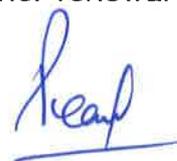
- 12.1 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003, shall be dealt in accordance with the said Act.
- 12.2 All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the arbitrator shall be final and binding on the parties. The High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.3 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within reasonable time.
- 12.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the order/directions/regulations issued by CERC or Government of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall remain operative for 5 years from the date of commercial operation of the last unit of project provided that this Agreement may be mutually extended, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to. However, the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced, in case Bulk Power Customer continue to get power from the NHPC Station even after expiry of this Agreement without further renewal or formal extension thereof.



15.0 NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered / speed post with an acknowledgement due to the other party.

a) TO NHPC

Executive Director (Comml.)/General Manager(Comml.) /
Chief Engineer(Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

With a copy to :

General Manager / Chief Engineer
Subansiri Lower Project, NHPC Ltd.
Gerukamukh, via- Gogamukh,
Distt. Dhemaji (Assam) - 787035

b) BY NHPC

Executive Director (Comml.) /General Manager (Comml.)/
Chief Engineer (Comml.)
NHPC Ltd. ,NHPC Office Complex,
Sector-33, Faridabad-121003,
Haryana.

c) To U.P. Power Corporation Ltd.

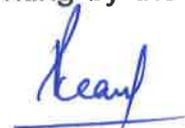
To be intimated by U.P. Power Corporation Ltd.

d) By U.P. Power Corporation Ltd.

To be intimated by U.P. Power Corporation Ltd.

16.0 IMPLEMENTATION OF THE AGREEMENT;

All discretions to be exercised and direction, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.



17.0 INTERPRETATION:

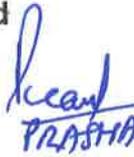
In case, any of the provisions of this Agreement are inconsistent with the provisions of the Tripartite Agreement signed between Govt. of India, Reserve Bank of India and Uttar Pradesh, then the provisions of Tripartite Agreement shall prevail during the period of validity of the Tripartite Agreement.

In WITNESS WHEREOF, the parties have executed these presents through their duly authorised representatives caused on the day month and year first above written.

For and on behalf of
NHPC Ltd

Witness

1.


4/10/10
PRASHANT KAUL


G.P. Patel
ED, NHPC


(MANOJ KRISHA)
DM (Comm)

For and on behalf of
U.P. Power Corporation Ltd.

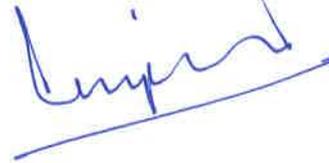
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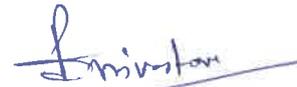
1.

2.



(नन्द लाल)
निदेशक (वाणिज्य)
उ०प्र० पावर कारपोरेशन लि०
शक्ति भवन, 14-अशोक मार्ग, लखनऊ




RR



उत्तर प्रदेश UTTAR PRADESH

GY 433075

POWER PURCHASE AGREEMENT

BETWEEN NHPC LIMITED

AND

UTTAR PRADESH POWER CORPORATION LIMITED

This POWER PURCHASE AGREEMENT (hereinafter called "PPA" or "Agreement") is entered into on this 16th day of October 2025 between NHPC Limited (CIN:L40101HR1975GOI032564), a Government of India, Navratna Enterprise Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (hereinafter called "NHPC", which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns) as party of the first part;

AND

UTTAR PRADESH POWER CORPORATION LIMITED (CIN: U32201UP1999SGC024928) a Company having its registered office at Shakti Bhawan, 14 Ashok Marg, Lucknow-226001, Uttar Pradesh (hereinafter referred to as UPPCL or generally referred to as "Bulk Power Customer" which expression unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) as party of the second part;

1 | Page

Rajiv Kumar
वॉणिज्यिक विभाग / Commercial Division
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

Deepak Raizada
(DEEPAK RAIZADA,
Chief Engineer (P.P.A.)
Shakti Bhawan Extn.
U.P.P.C.L., Lucknow

Hereinafter each of the parties of the first and second above is individually referred to as a 'Party' and collectively as 'Parties';

AND WHEREAS NHPC is a power generating company of Government of India (Ministry of Power) under the Electricity Act, 2003 engaged in the activities of generation of electricity including renewable power generation.

AND WHEREAS UPPCL is a state government company responsible for electricity distribution in Uttar Pradesh.

AND WHEREAS Ministry of Power, Government of India has allocated 274MW (including 11% Free Power and 1% LADF) from **Subansiri Lower HE Project 2000 MW (8x250MW), Arunachal Pradesh** (hereinafter referred to as "NHPC Power Station") owned and operated by NHPC Limited.

AND WHEREAS NHPC has been authorized by Govt. of Arunachal Pradesh (GoArP) to sell their quantum of free power (11% FPHS + 1% LADF) i.e. 240 MW in terms of agreement signed between GoArP and NHPC on 24.06.2007 and agreement / supplementary agreement dated The agreement/supplementary agreement signed between GoArP and NHPC shall become an integral part of this agreement.

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

1.0 DEFINITIONS:

The words/expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meanings as respectively assigned to them by the Electricity Act, 2003 as amended from time to time and Act that would come into force as a substitute or otherwise to the above stated Act. The words/expressions mentioned below shall have the same meaning as respectively assigned to them hereunder:-

- i) Month : English Calendar month.
- ii) Year : Financial year commencing on 1st April and ending on 31st March.
- iii) Energy : Electrical energy.
- iv) Power : Electrical power.
- v) FPHS : Free Power to Home State

- | | | | |
|--------|--------------|---|--|
| vi) | LADF | : | Local Area Development Fund |
| vii) | LC | : | Confirmed, Irrevocable, revolving Letter(s) of Credit. |
| viii) | FERV | : | Foreign Exchange Rate Variation. |
| ix) | CEA | : | Central Electricity Authority. |
| x) | CERC | : | Central Electricity Regulatory Commission. |
| xi) | GOI | : | Government of India |
| xii) | IEGC | : | Indian Electricity Grid Code. |
| xiii) | MOP | : | Ministry of Power, Gol. |
| xiv) | Outage | : | State of generating unit/units when it is not available to perform its intended function due to some incident directly associated with it. |
| xv) | POWER GRID | : | Power Grid Corporation of India Limited. |
| xvi) | RPC | : | Regional Power Committee. |
| xvii) | NERPC | : | North Eastern Regional Power Committee |
| xviii) | RLDC | : | Regional Load Dispatch Centre |
| xix) | NERLDC | : | North Eastern Regional Load Dispatch Centre |
| xx) | REA | : | Periodic regional energy account including amendments thereof, if any, prepared / issued by RPC/RLDC showing exchange of energy amongst the various constituents of RPC. |
| xxi) | NHPC Station | : | Subansiri Lower HE Project 2000 MW (8x250MW), Arunachal Pradesh |

2.0 INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The installed capacity of Subansiri Lower HE Project is 2000MW (8 x 250 MW). The installed capacity is however, subject to derating/ uprating of the generating units as determined from time to time by CEA or any other agency authorized to do so by MOP, GOI.
- 2.2 NHPC has been authorized by Govt. of Arunachal Pradesh to sell their quantum of free power (11% FPHS + 1% LADF) i.e. 240 MW for 4 years. However, the duration of agreement for sale of free power (11% FPHS and for 1% LADF) may be extended upto 40 years as per request of mutual agreement of both the parties.
- 2.3 The allocation of free power from the NHPC Station to the Bulk Power Customer shall be done by MOP/NERPC/NHPC as per availability/requirement upto 240 MW.

3.0 GENERAL OBLIGATIONS:

- 3.1 The energy to be supplied under this Agreement shall be in the form of 3-phase, 50 Hertz, alternating current at a voltage of 400 KV or voltage level as per availability of connectivity. The frequency and voltage shall be subject to the operating range/band as per the provisions contained in Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations' 2023 and its amendment issued/to be issued from time to time except for the reasons and circumstances beyond the reasonable control of NHPC.
- 3.2 The supply of energy to Bulk Power Customer is subject to outages as may be necessary on account of shutdown of generating unit(s) of the NHPC Power Station and associated transmission system for inspection, maintenance or repair or for any other reason beyond the reasonable control of NHPC. The periodicity and duration of such outages shall be determined by NHPC in consultation with concerned RPC/RLDC and UPPCL.

3.3 EVACUATION OF POWER FROM NHPC POWER STATION:

400 KV Bus bar or any other point designated at the NHPC Power Station shall be the delivery point for supply of energy to the Bulk Power Customer. Evacuation of power from the delivery point of the NHPC Power Station shall be through the transmission system of POWER GRID or any other authorized agency as the case may be. The Bulk Power Customer shall make necessary arrangements separately with the concerned agency for evacuation of power & payments of evacuation charges etc. as per the relevant CERC Regulations/Gol Notifications and NHPC shall not be responsible for the same

in any manner.

- 3.4** Connectivity & General Network Access (GNA) for Power Supply of NHPC Power station shall be obtained by the respective Parties from CTUIL in accordance with CERC (Connectivity and General Network Access to the inter-State Transmission System) Regulation, 2022 and its amendments issued/to be issued from time to time. The applicable charges for Connectivity & GNA shall be paid by the respective Parties as per the CERC (Connectivity and General Network Access to the inter-state Transmission System) Regulations, 2022 & its amendments issued/to be issued from time to time.

4.0 METERING ARRANGEMENTS:

Metering arrangements including its installation, testing, operation, maintenance, collection, transportation and processing of data required for energy exchange shall be governed in accordance with Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, its amendment issued/to be issued from time to time and as per the notification/ Directives by CERC and relevant provisions contained in IEGC as amended from time to time.

5.0 ACCOUNTING OF ENERGY:

The quantum of energy sold to the Bulk Power Customer out of the energy available for sale, shall be the energy as indicated in the REAs issued by RPC/RLDC. The REAs including amendments, if any, as issued by RPC/RLDC shall form the basis for billing purposes and shall be binding on both the parties.

6.0 TARIFF:

- 6.1** The tariff of the power supplied, under this agreement, to the Bulk Power Supply Customer from the free power share (11% free power + 1% LADF) of Arunachal Pradesh shall be a single part tariff to be calculated based on the Annual Fixed Cost (AFC) determined by CERC as per the Tariff Notifications/ Order/ directions issued/ to be issued by CERC from time to time under Electricity Act 2003 and/ or any other Act/ Regulations as may be substituted by Government of India in place of these Regulations.

- 6.2** Single Part tariff for the power supplied to bulk power customers as per the AFC determined by CERC shall be calculated by the following formula:

Single Part Tariff = Annual Fixed Cost / (Design energy – Normative Auxiliary consumption).

6.3 The Single Part Tariff as calculated under Clause 6.2 above shall be trued-up as per the AFC determined by CERC after completion of the tariff period. In case a new tariff for the period beyond the period mentioned in the previous tariff notification/Tariff orders/direction of the Competent Authority is not finalized before that date, the Bulk Power Customer shall pay to NHPC, the tariff as per previous tariff notification/Tariff orders/direction for the power supplied from the NHPC Power Station beyond this date on adhoc/provisional basis as per the directions/instructions/orders of CERC.

6.4 In addition to the energy tariff set out, the Bulk Power Customer shall also be liable to pay to NHPC in accordance with any law in force, all payments made or payable by NHPC on account of any statutory taxes, levies, duties, cess, royalty, water usage charges/cess, environment protection cess or any kind of imposition(s) whatsoever imposed/charged by any Government/ Govt. Instrumentality (central/State), Regulatory Agencies or any other local bodies/authorities in relation to generation of electricity including auxiliary consumption in respect of generation, transmission and supply of energy including activities incidental and ancillary thereto as per orders of CERC/Gol in this regard.

7.0 BILLING:

7.1 NHPC shall prepare bill(s) for the energy supplied to the Bulk Power Customer on the basis of REAs issued by RPC based on the data provided by RLDC and Bulk Power Customer shall accept these bills for payment. The bill(s) shall be based on single part tariff calculated based on the AFC determined by CERC as per notified CERC Tariff Regulations or directions of Government of India issued from time to time as explained in Clause 6.1. 6.2 and 6.3 above. Similarly supplementary bill(s) would be raised as and when required following revised REA's / CERC notification / directives issued / to be issued or against any other statutory levies as per Clause 6.4.

7.2 The valid mode of presentation of bill shall be the receipt of physical copy of the bill in original at the office of authorized person of the Bulk Power Customer **OR** sharing of scanned copy of the original bill through the official email ID of the NHPC to the official email ID of Bulk Power Customer. The name & official email IDs for presentation of bills shall be exchanged by the parties within fifteen days of signing of this agreement and any change in the particulars shall be intimated by the relevant party to other party within seven

days of the change.

- 7.3 In case Bulk Power Customer has any objection as to the accuracy of any bill(s), it shall be governed as per the provisions of Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 and subsequent SOP dated 11.04.2023 for invoices at PRAAPTI Portal, issued by Ministry of Power, Gol and its further amendments or any other Directives of CERC/Gol Issued/ to be issued from time to time.
- 7.4 All issues relating to outstanding dues shall be governed as per the Directives of CERC/GOI as issued/to be issued from time to time and same shall form an integral part of this Agreement.
- 7.5 Billing for the period from the date of COD till the date of grant of interim tariff by CERC shall be done on the provisional single part tariff as mutually decided. However, in case bulk power consumer / Govt. of Arunachal Pradesh does not opt for provisional tariff, billing from COD shall be done as per interim tariff granted by CERC along with applicable interest as per CERC Tariff Regulations. However, upon determination of final tariff / trued up tariff by commission, adjustment of provisional / interim tariff shall be done along with interest as per the provisions in tariff regulation 2024-29 issued by CERC.

8.0 PAYMENT:

- 8.1 Payment of bill(s) for supply of power from NHPC Power Station shall be made by the Bulk Power Customer through RTGS/ NEFT or through a confirmed, revolving, irrevocable Letter of Credit (LC) strictly within due date as per prevailing CERC Regulations/ MoP, Gol guidelines issued/ to be issued from time to time.
- 8.2 Bulk Power Customer shall open confirmed, revolving & irrevocable Letter of Credit (LC) in favour of NHPC Limited with appropriate bank as mutually acceptable to the Parties for an amount equivalent to 105% of the average monthly billing of preceding 12 months of power supply. The LC shall be kept valid at all time during the validity of this Agreement or extended period. The amount of LC shall be reviewed annually. However, after issue of revised Tariff order of the NHPC Power Station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months based on the revised Tariff of the respective year. NHPC shall intimate the revised amount of LC, one month in advance before due date. If the Bulk Power Customer is paying bills through LC mechanism and amount of energy supply bill is more than the amount of LC, the payment of excess amount shall be made by the Bulk Power Customer directly on presentation of such bill(s). All the bank charges shall be borne by the Bulk Power Customer.

- 8.3 The amount of LC during the first year of commercial operation of NHPC Power Station shall be, for an amount equivalent to 105% of average monthly energy bill, based on the share of the Bulk Power Customer in the saleable design energy of the NHPC Power Station.
- 8.4 Default in payment of bill(s) shall be dealt in accordance with Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by Ministry of Power, Gol and its further amendments or any other rule issued/to be issued by CERC/ Gol from time to time. Regulation of power supply, if any, due to default in payments by the Bulk Power Customer shall be dealt in accordance with the Notification/ Directives/ Guidelines issued/ to be issued by CERC/ Gol from time to time.
- 8.5 Upon unbundling/ restructuring of the Bulk Power Customer, if any, the outstanding payment liability/ payment of revised bills to be raised after unbundling/restructuring pertaining to previous period shall be discharged by the successor entities within due date. Default in payment by the successor entities shall be treated as default by the original Bulk Power Customer & the penal provision relating to default in payment for supply of power shall be applicable in toto to successor entities.
- 8.6 In case of payment through LC, NHPC shall present bill(s) to the Bankers with a copy to the Bulk Power Customer. The bill(s) so presented by NHPC to the Bankers shall be promptly paid by, on the presentation.
- 9.0 SURCHARGE ON LATE PAYMENT AND REBATE**
- 9.1 The provision for levy of surcharge and rebate shall be governed as per Notification/Directives/Guidelines issued/ to be issued by CERC/Gol from time to time OR any other Rebate Scheme as mutually agreed upon from time to time, if any, and same shall form an integral part of this Agreement.
- 9.2 Notwithstanding what is contained above, if the bill(s) are either not paid by the Bulk Power Customer to NHPC within the default trigger date as per prevailing MoP Guidelines, i.e. Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 and its amendments thereof OR required Letter of Credit (LC) is not maintained in the terms of this Agreement, NHPC shall have the option to regulate the supply of power to the Bulk Power Customer in accordance with the Directives/Guidelines issued/ to be issued by CERC/ Gol from time to time.
- 9.3 All the payments received from the Bulk Power Customer shall be adjusted against outstanding dues in accordance with the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by Ministry of Power, Government of India and its further amendments or any other rule issued/to be issued by CERC/ Govt of India from time to time.

10.0 PAYMENT SECURITY MECHANISM

- 10.1** The Bulk Power Customer shall essentially open a confirmed, revolving, irrevocable Letter of Credit in favour of NHPC Ltd. of requisite amount i.e., an amount equivalent to 105% of the average monthly milling of preceding 12 months for the purpose of Payment Security Mechanism (PSM). The LC of requisite amount shall be kept valid at all the times during the validity of this Agreement or extended period. The amount of LC shall be reviewed annually. In case of a default in making payment of bill(s) by the Bulk Power Customer as per applicable CERC Regulation, NHPC shall have the right to encash the LC. The Bulk Power Customer shall replenish/ re-instate the LC for full amount within five working days from the encashment date.
- 10.2** Payment Security Mechanism under this Agreement shall be operationalized as per Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by Ministry of Power, Gol and its further amendments or any other rule issued/ to be issued from time to time.
- 10.3** If the bill(s) are either not paid by the Bulk Power Customer to NHPC within 45 days from the date of billing and requisite Letter of Credit (LC)/Payment Security Mechanism is not maintained in terms of this Agreement, NHPC shall have the option to regulate and/ or reallocate the power of the Bulk Power Customer, in accordance with the Directives/Guidelines issued/to be issued by CERC/ Gol from time to time.
- 10.4** In case of regulation of power to the Bulk Power Customer, it shall be dealt in accordance with the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by Ministry of Power, Gol and its further amendments or any other Directive issued/ to be issued by CERC/Gol from time to time.

11.0 RECONCILIATION

Both NHPC and Bulk Power Customer acknowledge that all payments made against all bills in the quarter shall be subject to quarterly reconciliation at the beginning of the following quarter to take into account the adjustment of payments, Rebate, Late Payment Surcharge, TDS, any other deduction etc. to determine the outstanding dues, if any. Both NHPC and Bulk Power Customer, therefore, agree that as soon as all such data in respect of any quarter has been finally verified and payment adjusted, NHPC and Bulk Power Customer shall jointly sign such reconciliation statement, not later than 90 days from the respective quarter end date. Any dispute with regard to the

above reconciliation shall be dealt with in accordance with the provisions of this Agreement.

12.0 Dispute Resolution:

- 12.1 Either of the disputes under this agreement shall be settled first amicably between the parties in line with the terms of the agreement.
- 12.2 The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003 shall be dealt in accordance with the said Act.
- 12.3 All other disputes which are not covered under the provisions of the Electricity Act 2003 shall be referred to the arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be decided by the Arbitrator with the consent of parties. The decision of the Arbitrator shall be final and binding on the parties. The High Court of Punjab & Haryana, Chandigarh shall have exclusive jurisdiction in all matters arising under this agreement.
- 12.4 The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award within a reasonable time.
- 12.5 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

13.0 FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this Agreement. Save and except the orders / directions / regulations issued by CERC or Govt. of India from time to time in this regard, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to force majeure events such as rebellion, mutiny, civil commotion, riot, strike, lock out, fire, explosion, forces of nature, accident, flood, drought, cyclone, lightning, earthquake, war or other forces, accident or act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14.0 DURATION OF AGREEMENT:

This Agreement shall come into force from the date of signing and shall

remain operative upto Four (04) years from the date of commercial operation of the first unit of the NHPC Power Station and can be extended based on mutual agreement on such terms and conditions for such further period as the Parties may agree to. However, the provisions of this Agreement shall remain operative till it is formerly renewed, extended or replaced, in case the Bulk Power Customer continues to get power from NHPC Power Station even after expiry of this Agreement without further renewal or formal extension thereof. During currency of the Agreement, AFC allowed by CERC shall be applicable and binding on both the Parties.

NHPC shall serve a notice of 90 days to the Bulk Power Customer for termination of this Agreement prior to Four (04) years, in case GoArP serve notice to NHPC for termination of agreement signed between NHPC and GoArP for sale of free power share of GoArP by NHPC.

15.0. NOTICES:

All notices required or referred to under this Agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered, or sent by registered mail with an acknowledgement due to the other party.

a) TO NHPC:

Executive Director (Commercial) / Group General Manager
(Commercial) / General Manager (Commercial)
Commercial Division,
NHPC Ltd., NHPC Office Complex,
Sector-33, Faridabad-121003, Haryana.
Email id: hod-commercial-co@nhpc.nic.in

b) BY NHPC:

Executive Director (Commercial)/General Manager (Commercial)
Commercial Division,
NHPC Ltd., NHPC Office Complex,
Sector-33, Faridabad-121003, Haryana.
Email id: hod-commercial-co@nhpc.nic.in

c) TO BULK POWER CUSTOMER:

Chief Engineer (Power Purchase)
Power Purchase Agreement Directorate

U.P. Power Corporation Limited.
14th Floor, Shakti Bhawan Extension,
14-Ashok Marg, Lucknow – 226001
Uttar Pradesh

d) BY BULK POWER CUSTOMER:
Chief Engineer (Power Purchase)
Power Purchase Agreement Directorate
U.P. Power Corporation Limited.
14th Floor, Shakti Bhawan Extension,
14-Ashok Marg, Lucknow – 226001
Uttar Pradesh

16.0 IMPLEMENTATION OF THE AGREEMENT:

- 16.1** All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post / speed post/ Official Email from time to time. Nomination of authorized representative(s) shall be informed likewise in writing by the Bulk Power Customer within one month of signing of the Agreement.
- 16.2** All issues related to terms and conditions of this agreement shall be governed as per the directives of CERC/Gol as issued from time to time.
- 16.3** The PPA shall be subject to provisions of UPERC order in the subject matter of power procurement & PPA approval.

17.0 COMPLIANCE WITH LAW:

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.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be

executed through their duly authorized representative(s) as of the date and place set forth above,

FOR AND ON BEHALF OF

Ranjeet Thakur

रंजीत ठाकुर / RANJEET THAKUR
महाप्रबंधक (विद्युत) / General Manager (Elect.)
वाणिज्यिक विभाग / Commercial Division
एन एच पी सी लिमिटेड / NHPC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

NHPC Limited

Rajesh Kumar
(Rajesh Kumar)
GSM - Commercial

Witness:

Deepak Raizada
(DEEPAK RAIZADA,
Chief Engineer (P.P.A.)
Shakti Bhawan Extn.
U.P.P.C.L., Lucknow

UPPCL

Sanjay Kumar Chaurasia
(SANJAY KUMAR CHAURASIA)
SECPPA), UPCL

Witness:

Deepak Raizada
Director
(Corporate Planning)



UP Power Corporation Limited
Shakti Bhawan, 14-Ashok Marg,
Lucknow
Tel : 0522-2218611, 0522-2287830
E-mail: directorcp@uppcl.org

No.SPATC-50/Subansiri Lower/NHPC/ 20

Dated: 14.01.2026

Subject: Temporary Allocation from Subansiri HEP (2000 MW) of surrendered share of Punjab to Uttar Pradesh.

Executive Director (Comml.)
NHPC Office Complex, Sector-33
Faridabad-121003.
Haryana.
Email: hod-commercial-co@nhpc.nic.in

Sir,

This is in reference to NHPC letter no. NH/Commercial/Subansiri/2026/16 dated 06.01.2026 wherein UPPCL was requested to give consent for procurement of share allocated to Punjab till the total power scheduled to UPPCL does not exceed 182 MW on temporary basis, so that NHPC can approach MoP for amendment in power allocation order dated 25.07.2022.

In this regard, considering that the total allocation capacity of UPPCL from Subansiri HEP (2000 MW) is 182 MW as on date and that the project units are being commissioned in a phased manner, UPPCL hereby provides its consent on temporary basis for procurement of, full allocated quantum of 182 MW earlier than the phased commissioning schedule (i.e Dec 2026) subject to the condition that the total power scheduled to UPPCL does not exceed 182 MW at any point of time.

This is for your kind information and carrying out further statutory framework/aspects of approval & scheduling of this power by NHPC.

Thanking you,

Yours sincerely,

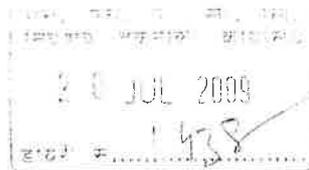

14/01/26
(Deepak Raizada)
Director (CP)

CC:

1. Managing Director, UPPCL, 7th Floor, Shakti Bhawan, Lucknow.
2. Director (UPSLDC), UPSLDC Complex, Gomti Nagar, Lucknow.
3. Chief Engineer (PMC), UPPCL, UPSLDC Complex, Gomti Nagar, Lucknow.

ANNEXURE-IX

CELT



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No.11/1/2002-DO (NHPC)
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi- 110 001, dated 14.7.2009

- 1. Chairperson,
Central Electricity Authority
Sewa Bhawan
R.K. Puram
New Delhi.
- 2. Chairman & Managing Director
NHPC Limited, Sector-33,
Faridabad, Haryana.
- 3. Chairman & Managing Director,
NEEPCO,
Brookland Compound,
Lower New Colony,
SHILLONG (Meghalya)-793003
- 4. Member Secretary
Northern Regional Power Committee,
18-A, Shaheed Jeet Singh Marg,
Katwaria Sarai,
New Delhi-110016,

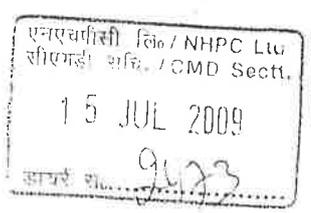
Sub: Allocation of power from Subansiri Hydro Electric Project (2000 MW) of NHPC and Kameng Hydro Electric Project (600 MW) in Arunachal Pradesh.

Sir,

I am directed to state that the issue of allocation of power from Subansiri HE Project and Kameng HE Project has been examined and it has been decided that power from the projects would be allocated as under:

1. Subansiri HE Project (2000 MW)

Sl.No.	Regions	%age allocation	Equivalent Power in MW
a.	Power allocation to North Eastern Region including free power to Home States (13%) and unallocated Share at the disposal of Centre to be allocated to NE States (15%)	50	1000
b.	Northern Region	25	500
c.	Western Region	25	500



ES.
NM
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copy to
Chief Commr
CE Commr
Chief Secy
ED
ED
PIG
Commr
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- 2 -

Statewise allocation to North-Eastern States (Total Capacity allocated to NER : 1000)

Free to Home States and unallocated share 28% of 2000 MW i.e. 560 MW

Balance power to be shared among NE States 22 % of 2000 MW i.e. 440 MW as under:

Sl.No.	States	%age allocation	Equivalent Power in MW (rounded off to unity)
1.	Assam	47.27	208.0
2.	Manipur	9.86	43
3.	Meghalaya	11.23	49
4.	Nagaland	6.62	29
5.	Tripura	11.03	49
6.	Ar. Pradesh	7.65	*34
7.	Mizoram	6.34	28
	Total	100.00	440

* The entitled share of Arunachal Pradesh from Subansiri HEP would be allowed as soon as the State Regulatory Commission is set up in the State.

Statewise allocation to Northern States (Total Capacity allocated to NR : 500 MW)

Sl.No.	States	%age allocation	Equivalent Power in MW (rounded off to unity)
1.	Haryana	8.64	43
2.	Punjab	12.76	64
3.	Rajasthan	18.71	93
4.	U.P.	36.42	182
5.	Chandigarh	0.92	5
6.	Delhi	22.55	113
	Total	100.00	500.00

Statewise allocation to Western States (Total Capacity allocated to WR : 500 MW)

Sl.No.	States	%age allocation	Equivalent Power in MW (rounded off to unity)
1.	Gujarat	32.39	162
2.	M.P.	21.10	105
3.	Chattisgarh	8.44	42
4.	Maharashtra	36.55	183
5.	Goa	1.52	8
	Total	100.00	500

II. KAMENG HEP (600 MW)

Sl.I	Regions	%age allocation	Equivalent Power in MW
a.	Power allocation to North Eastern Region including free power to Home States (12%) and unallocated Share at the disposal of Centre to be allocated to NE States (15%)	50	300
b.	Northern Region	25	150
c.	Western Region	25	150

Statewise allocation to North-Eastern States (Total Capacity allocated to NER : 1000)

Free to Home States and unallocated share 27% of 600 MW i.e. 162 MW

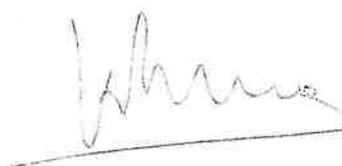
Balance power to be shared among NE States 23 % of 600 MW i.e. 138 MW

Sl.No.	States	%age allocation	Equivalent Power in MW (rounded off to unity)
1.	Assam	47.27	65
2.	Manipur	9.86	14
3.	Meghalaya	11.23	15
4.	Nagaland	6.62	9
5.	Tripura	11.03	15
6.	Ar. Pradesh	7.65	11*
7.	Mizoram	6.34	9
	Total	100.00	138

**The entitled share of Arunachal Pradesh from Kameng HEP would be allowed as soon as the State Regulatory Commission is set up in the State.*

Statewise allocation to Northern States (Total Capacity allocated to NR : 150 MW)

Sl.No.	States	%age allocation	Equivalent Power in MW (rounded off to unity)
1.	Haryana	8.64	13
2.	Punjab	12.76	19
3.	Rajasthan	18.71	28
4.	U.P.	36.42	55
5.	Chandigarh	0.92	1
6.	Delhi	22.55	34
	Total	100.00	150



Statewise allocation to Western States (Total Capacity allocated to WR : 150 MW)

Sl.No.	States	%age allocation	Equivalent Power in MW
	Gujarat	32.39	48
	M.P.	21.10	32
	Chattisgarh	8.44	13
	Maharashtra	36.55	55
	Goa	1.52	2
	Total	100.00	150

2. The actual energy generated by the project, after taking into account the auxiliary consumption and transformation losses, will be distributed amongst the beneficiaries as per percentage allocation indicated above and the allocation of unallocated power to the beneficiaries.

3. The above allocation will further be subject to the beneficiary States ensuring compliance with the financial and commercial terms (including coverage for Letter of Credit) of the PPA signed with NHPC, the tariff notification and any other directives/guidelines issued by the Government of India from time to time.

4. In case of failure of the beneficiary States adhering to the conditions mentioned above, NHPC/NEEPCO may shut off or restrict power supply from the power station and also reallocate the power in case beneficiary States default in payment or where they have not opened Letters of Credits (LCs) of an adequate amount in favour of NHPC/NEEPCO. NHPC/NEEPCO would inform Member Secretary of the Northern Regional Power Committee (NRPC) of the revised allocation of power in respect of the defaulting beneficiary State(s). Member Secretary, (NRPC) would reallocate the surplus power to other beneficiary States based on grid security and power situation.

Yours faithfully,



(Kamal Bose)

Under Secretary to the Government of India

Tel No. 23324357

Copy to:

1. Principal Secretary (Energy), Government of Haryana, Panchkula
2. Secretary (Power), Government of Punjab, Chandigarh
3. Principal Secretary (Energy), Government of Rajasthan, Jaipur
4. Principal Secretary (Energy), Government of Uttar Pradesh, Lucknow
5. Adviser to Administrator & Secretary (Power), Government of UT of Chandigarh
6. Secretary (Power), Government of Delhi, Delhi
7. Secretary (Power) Govt. of Gujarat, Gandhiganar
8. Secretary (Power), Govt. of Madhya Pradesh, Bhopal
9. Secretary (Power), Govt. of Chhattisgarh, Raipur
10. Secretary (Power) Govt. of Maharashtra, Mumbai
11. Secretary (Power), Govt. of Goa, Panji
12. Secretary (Power) Govt. of Assam, Guwahati
13. Secretary (Power) Govt. of Manipur, Imphal
14. Secretary (Power), Govt. of Meghalaya, Shillong
15. Secretary (Power), Govt. of Nagaland, Kohima
16. Secretary (Power), Govt. of Tripura, Agartala
17. Secretary (Power), Govt. of Arunachal Pradesh, Itanagar
18. Secretary (Power), Govt. of Mizoram, Aizawl
19. Chairperson, Central Electricity Authority, Sewa Bhawan, New Delhi
20. Member (HE), Central Electricity Authority, Sewa Bhawan, New Delhi
21. Member (E&C), Central Electricity Authority, Sewa Bhawan, New Delhi
22. Member (Plg.), Central Electricity Authority, Sewa Bhawan, New Delhi
23. Chairman, CERC, 5th Floor, Core-3, SCOPE Complex, 7th Institutional Area, Lodi Road, New Delhi-110 003.

Copy also to:

PS to Minister of Power / PS to Minister of State for Power

PPS to Secretary (Power)/All Joint Secretaries/Director (OM)/Director (Trans)/DS(H)/
US (H-I), Ministry of Power



No. 11/1/2002(NHPC)

भारत सरकार

Government of India

विद्युत मंत्रालय

Ministry of Power

Shram Shakti Bhawan, Rafi Marg, New Delhi - 110001

Telephone No. 2371 5507; Fax No. 2371 7519

Dated: 14.7.2009

Chairman & Managing Director,
NHPC Ltd.,
Sector-33,
Faridabad(Haryana)

Sub: Signing of Agreement with Government of Arunachal Pradesh for
Implementation of Subansiri Lower HE Project (2000 MW).

Sir,

I am directed to invite reference to your letter No. NH/PD/PC/SL/91 dated 14.7.2009 on the above cited subject and to say that it has been decided with the approval of the Competent Authority to extend the provision of the hydro policy, 2008 in respect of 1% free power for Local Area Development applicable to Subansiri HEP. Further, it has been decided to allocate 12% of the free power to State of Arunachal Pradesh including aforesaid 1% free power for Local Area Development and 1.25% free power to State of Assam.

The above shares are only provisional and are subject to resolution of the boundary dispute between Arunachal Pradesh and Assam. In case, the status quo is maintained with regard to boundary dispute between Assam and Arunachal, 0.25% of power over and above 13% free power would have to be absorbed by NHPC from its own resources.

Yours faithfully,

(Kamal Bose)

Under Secretary to the Government of India

Tel.23324357

भारत सरकार / NHPC Ltd
विद्युत मंत्रालय / CMD Sectt.
15 JUL 2009

DM-I

सं. मंत्र पं. सं. विद्युत
संयोजकता विभाग (नई दिल्ली)



भारत सरकार

Government of India

विद्युत मंत्रालय

Ministry of Power

No. 11/1/2002-NHPC(Vol-V)

Shram Shakti Bhawan,
Rafi Marg, New Delhi

To,

1. Chairperson
Central Electricity Authority
Sewa Bhawan, R. K. Puram
New Delhi

2. CMD,
NHPC Ltd.,
Sector 33 Faridabad, Haryana

3. Member Secretary
Northern Regional Power Committee,
18-A Shaheed Jeet Singh Marg,
Katwaria Sarai, New Delhi-1100016

Sub: Allocation of Power from Subansiri Lower Hydro Electric Project (2000MW) of NHPC.

Sir,

I am directed to refer to this Ministry letter no. 11/1/2002-DO (NHPC) dated 14.07.2009 (copy enclosed) and to state that the issue of allocation of Power from Subansiri Lower Hydro Electric Project has been revisited in the light of the unwillingness expressed by Delhi DISCOMs to sign PPA for 113 MW and thereafter, the confirmation given by CSPDCL, Chhattisgarh for its allocation. Thus, in partial modification of aforesaid Ministry's letter dated 14.07.2009, the state wise power allocation from Subansiri Lower HE project to Northern States and Western States may now be read as under:

Northern states (Total Capacity allocated to NR: 387 MW)

Sl. No.	States	%age allocation	Equivalent power in MW (rounded off to unity)
1	Haryana	11.11	43

2	Punjab	16.54	64
3	Rajasthan	24.03	93
4	UP	47.02	182
5	Chandigarh	1.3	5
	Total	100	387

Western states (Total Capacity allocated to NR: 613 MW)

Sl. No.	States	%age allocation	Equivalent power in MW (rounded off to unity)
1	Gujarat	26.43	162
2	M.P.	17.13	105
3	Chattisgarh	25.29	155*
4	Maharashtra	29.85	183
5	Goa	1.30	8
	Total	100	613

- Inclusive of earlier allocation i.e 42 MW

3. Other contents of the said letter dated 14.07.2009 would remain unchanged.

Encl. As above.

Yours faithfully,

Signed by Pankaj Kumar
Sangwan

Date: 25-07-2022 10:21:55

Reason: Approved

Dy. Director (NHPC)

Tel. No. 23324357

Copy to:

1. Member (Hydro), CEA, Sewa Bhawan, R.K. Puram, New Delhi
2. Member (Planning), CEA, Sewa Bhawan, R.K. Puram, New Delhi
3. Secretary (Power), Government of NCT of Delhi, New Delhi
4. Secretary (Energy), Govt. of Chhattisgarh, Raipur
5. Chairman, CERC, 5th Floor, Core-3, SCOPE Complex, 7th Institutional Area, Lodhi Road, New Delhi-110003

Copy also to:

1. PS to Minister of Power/PS to Minister of State for Power
2. Sr. PPS to Secretary (Power)/ PS to All Joint Secretaries/PS to Director (OM)/
PS to Director (Trans)/PS to Director (H-II)

ANNEXURE-X



एनएचपीसी लिमिटेड
(भारत सरकार का एक नवशत उद्यम)
NHPC Limited
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वाणिज्यिक विभाग
Commercial Department
एनएचपीसी ऑफिस कॉम्प्लेक्स, सेक्टर-33,
फरीदाबाद (हरियाणा)-121003
NHPC Office Complex, sector-33,
Faridabad (Haryana)-121003
फोन/Phone: 0129-2259923
ईमेल/Email: hod-commercial-co@nhpc.nic.in
वेबसाइट/Website: www.nhpcindia.com

पत्र संख्या: NH/Commercial/Subansiri Lower/2025/ 1620-1643

दिनांक: 20.12.2025

The General Manager,
MO NERLDC,
Grid Controller of India Limited (GRID-INDIA),
POWERGRID Complex, Lower Nongrah, Lapalang,
P.O : Rynjah, Shillong-793006,
Meghalaya

Sub.: Declaration of Commercial Operation (COD) of Unit#2, 250 MW of Subansiri Lower HE Project (8x250 MW), Arunachal Pradesh from 00:00 hours of 23.12.2025.

Sir,

This is for your kind information that Unit#2 (250MW) of Subansiri Lower HE Project have been tested and commissioned as per provisions of CERC (IEGC) Regulations,2023. In compliance of regulation 22(2) of CERC (IEGC) Regulations-2023 trial run of Unit#2 has been successfully completed as per details below:

Unit No.	Date and Time
Unit#2 (250 MW)	09:45 hours of 17.12.2025 to 00:30 hours of 18.12.2025

The certificate for successful trial run has been issued by NERLDC on 20.12.2025 in compliance of Regulation 25(2) of IEGC Regulations, 2023.

The certificates of declaration for Unit#2 signed by CMD, NHPC as per Regulation 26(2) of IEGC Regulations-2023 is enclosed.

In view of fulfilment of above statutory requirement as per regulation 27 of CERC (IEGC) Regulations-2023, NHPC hereby declares Commercial Operation of Unit#2 (250 MW) of Subansiri Hydroelectric Project from 00:00 hours of 23.12.2025.

This is for your kind information and further necessary action please.

Encl: As above

Thanking You

Yours Sincerely

प्रदीप कुमार 20/12/2025

(Pradip Kumar Ray)

Executive Director -HOD Commercial

Distribution: As per list enclosed

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फरीदाबाद (हरियाणा)-121003
NHPC Office Complex, sector-33,
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फोन/Phone: 0129-2259923
ईमेल/Email: hod-commercial-co@nhpc.nic.in
वेबसाइट/Website: www.nhpcindia.com

Distribution List:

1. Chairperson, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
2. Member (Hydro), Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
3. Member (GOD), Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
4. Member Secretary, North Eastern Region Power Committee, NERPC Complex, Dong Parmaw, Lapalang, Shilong- 793006, Meghalaya.
5. The Secretary, Central Electricity Regulatory Commission, 7th Floor, Tower-B, World Trade Centre Block-F, Nauroji Nagar, Safdurjung Enclave, New Delhi- 110 029.
6. Joint Secretary (Hydro), Ministry of Power, Govt. of India, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
7. Director (HPM), Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
8. Executive Director (Comml.), PGCIL, Saudamini Plot No. 2, Sector-29, Gurugram (Haryana) – 122001.
9. COO, CTUIL, Floors No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001
10. Head of Regulatory, M/s Indigril 10th Floor, Berger Towers, Delhi One Building, Sector-16B, DND Flyway, Noida (U.P)-201301

Beneficiaries:

1. The Chairman cum Managing Director, Dakshin Haryana Bijli Vitran Nigam Limited & Uttar Haryana Bijli Vitran Nigam Limited, Shakti Bhawan, Sector-6, Panchkula, Haryana-134109.
2. The Chairman, Punjab State Power Corporation Ltd (PSPCL), The Mall, PSEB Head Office, Baradari, Patiala, Punjab-147001.
3. The Managing Director, Rajasthan Urja Vikas Nigam Limited (RUVNL), Corporate Office, Vidyut Bhawan, Janpath, Jaipur, Rajasthan -302 005.
4. The Chairman, UP Power Corporation Limited, Shakti Bhawan ,14-Ashok Marg, Lucknow, Uttar Pradesh -226001.
5. Head, PMG, Chandigarh Power Distribution Limited, 4th Floor, SCO 33 to 35, Sector-34A, Chandigarh-160002.
6. The Managing Director, Gujarat Urja Vikas Nigam Limited (GUVNL), Sardar Patel Vidyut Bhawan, Race Course, Vadodara-390007, Gujarat.
7. The Managing Director, M.P. Power Management Company Limited (MPPMCL), Shakti Bhawan, Vidyut Nagar, Jabalpur-482008, Madhya Pradesh.

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श्रीधर गुप्ता 20/12



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फरीदाबाद (हरियाणा)-121003
NHPC Office Complex, sector-33,
Faridabad (Haryana)-121003
फोन/Phone: 0129-2259923
ईमेल/Email: hod-commercial-co@nhpc.nic.in
वेबसाइट/Website: www.nhpcindia.com

8. The Chairman cum Managing Director, Chhattisgarh State Power Co Limited (CSPDCL), Danganiya, PO-Sunder Nagar, Raipur-492013, Chhattisgarh.
9. Chairman & Managing Director, Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), Hong Kong Bank Building, MG Road, Fort, Mumbai-400051, Maharashtra.
10. Chief Electrical Engineer, Electricity Department, Govt. of Goa, 3rd Floor, Vidyut Bhawan, Panaji-403001, Goa.
11. The Managing Director, Manipur State Power Distribution Co. Ltd, 3rd Floor, New Directorate Building, Near 2nd MR Gate, Imphal-Dimapur Road, Imphal-795001, Manipur.
12. Chief Engineer (T&G), Department of Power, Govt. of Nagaland, Kohima-797011, Nagaland.
13. The Managing Director, Assam power Distribution Co. Ltd, Bijulee Bhawan, Paltan Bazar, Gauwahati- 781001, Assam.
14. Managing Director, Tripura, State Electricity Corporation Limited (TSECL), Bidyut Bhawan, Banamalipur, Agartala-799001, Tripura.
15. The Engineer in Chief, Power and Electricity Department, Govt. of Mizoram, New Secretariat Complex, Khatla, Aizawl-796001, Mizoram.
16. Chief Engineer (Commercial Cum CEI), Department of Power, Vidyut Bhawan, Govt. of Arunachal Pradesh, Itanagar, ARUNACHAL PRADESH – 799111.
17. The Chief Engineer (Commercial), Meghalaya Power Distribution Corporation Ltd, Lum Jingshai Short Round Road, Shilong-793001, Meghalaya.

प्रदत्त जमा मं 20/12/25

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 ईमेल/Email: hod-commercial-co@nhpc.nic.in
 वेबसाइट/Website: www.nhpcindia.com

Certificate as per Regulation 26(2) of CERC (Indian Electricity Grid Code)
Regulations 2023 for Hydro Generating Stations

It is to certify that Subansiri Lower Hydroelectric Project (8x250 MW) of NHPC Limited has fulfilled all the key provisions as prescribed below as per Regulation 26(2) of CERC (Indian Electricity Grid Code) Regulations 2023 for Hydro Generating Station for its **Unit#2:**

- (i) The generating station or unit thereof meets the requirement and relevant provisions of the CEA Technical Standards for Construction, CEA Technical Standards for Connectivity, CEA Technical Standards for Communication, Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and these regulations, as applicable.
- (ii) The main plant equipment and auxiliary systems including the drainage dewatering system, primary and secondary cooling system, LP and HP air compressor and firefighting system have been commissioned and are capable of full load operation of units on a sustained basis.
- (iii) Permanent electric supply systems including emergency supplies and all necessary Instrumentations Control and Protection Systems and auto loops for full load operation of the unit are put into service.

(Handwritten Signature)
 19/12/2025

(BHUPENDER GUPTA)
CHAIRMAN AND MANAGING DIRECTOR,

भूपेन्द्र गुप्ता / BHUPENDER GUPTA
अध्यक्ष व प्रबंध निदेशक / Chairman & Managing Director
एन एच पी सी लिमिटेड / NHPC Limited
 (भारत सरकार का नवोदय उद्यम / A Govt. of India Navratna Enterprise)
 सेक्टर-33, फरीदाबाद / Sector-33, Faridabad

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विद्युत मंत्रालय
Ministry of Power
केंद्रीय विद्युत प्राधिकरण
Central Electricity Authority
जल विद्युत परियोजना प्र बोधन प्रभाग
Hydro Project Monitoring Division

विषय: सुबनसिरी लोअर जल विद्युत परियोजना (8x250=2000 मेगावाट) की इकाई 2 (250 मेगावाट) को विद्युत उत्पादन क्षमता वृद्धि में लेने के संबंध में।

यह सूचित किया जाता है कि निम्नलिखित परियोजना की इकाई 2 (250 मेगावाट) को निर्धारित क्षमता पर 17.12.2025 के 09:45 बजे से 18.12.2025 के 00:30 बजे (1:27 घंटे की कुल रुकावट अवधि सहित) चलाया गया है। जिसे उत्तर पूर्वी क्षेत्रीय भार प्रेषण केंद्र (NERLDC) के मुख्य महाप्रबंधक (प्रभारी) द्वारा पत्र संख्या NERLDC/MO/FTC/8673 दिनांक 20.12.2025 के माध्यम से प्रमाणित किया गया है। तदनुसार इन्हें वर्ष 2025-26 की विद्युत उत्पादन क्षमता वृद्धि में लिया गया है।

परियोजना का नाम: सुबनसिरी लोअर जल विद्युत परियोजना (8x250=2000 मेगावाट)

इकाई संख्या: 2 (250 मेगावाट)

Executing Agency: एनएचपीसी (NHPC)

सेक्टर: केंद्रीय क्षेत्र (Central Sector)

विद्युत उत्पादन क्षमता वृद्धि में लेने की तिथि: 18.12.2025

हाइड्रो क्षमता वृद्धि (अभी तक) वर्ष 2025-26: 3120 MW (HEP-690 MW + PSP-2430 MW)

Digitally signed by
 Budhbir Singh
 Date: 30-12-2025
 11:47:55
 (बुधबीर सिंह)
 निदेशक

संयुक्त सचिव (हाइड्रो) विद्युत मंत्रालय, श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली।
प्रति:

1. सचिव (विद्युत), विद्युत मंत्रालय, श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली।
2. अध्यक्ष, के.वि.प्रा.
3. सदस्य (Hydro/GO&D/E&C/PS/Thermal/Planning), के.वि.प्रा.।

4. मुख्य अभियंता (समन्वय/एच.पी.पी & आई/एच.ई.टी.डी & आर.एम./ ओ.पी.एम./पी.डी.एम./ आई.आर.पी./ टी.पी.एम.) ।
5. मुख्य महाप्रबंधक (प्रभारी), उत्तर पूर्वी क्षेत्रीय भार प्रेषण केंद्र, तिलक बाजार, नॉन्गराह, लापालांग, शिलांग, मेघालय - 793007
6. अध्यक्ष एवं प्रबंध निदेशक, एनएचपीसी लिमिटेड (एनएचपीसी कार्यालय परिसर, सेक्टर-33, फरीदाबाद, हरियाणा - 121003)
7. फाइल सं. के.वि.प्रा./तकनीकी विविध/एचपीएम/2025

भारत सरकार का उद्यम)

GRID CONTROLLER OF INDIA LIMITED

(A Government of India Enterprise)

{Formerly Power System Operation Corporation Ltd. (POSOCO)}

उत्तर पूर्वी क्षेत्रीय भार प्रेषण केंद्र/North Eastern Regional Load Despatch Centre

कार्यालय : पावर हाउस, काहिलीपारा, गुवाहाटी-781019(असम) /Office : Power House, Kahilipara, Guwahati-781019 (Assam)

CIN : U40105DL2009GOI188682, वेबसाइट/Website: www.nerldc.in, ई-मेल/E-mail: nerldccnm@posoco.in

अनुमोदन संख्या /Approval No: NERLDC/MO/FTC/8673

दिनांक/Date: 20-12-2025

सेवा में /To,

महाप्रबंधक (ई एंड एम)/ General Manager (E&M)

सुबनसिरी लोअर एचई प्रोजेक्ट, एनएचपीसी लिमिटेड/ Subansiri Lower HE Project, NHPC Ltd.

गेरुकामुख, जिला: धेमाजी असम / Gerukamukh, Distt: Dhemaji Assam -787035

कृपया ध्यान दें: श्री. दिनेश कुमार/ Kind attention: Sh. Dinesh Kumar

विषय/Sub: 400 केवी सुबनसिरी लोअर एचईपी (एनएचपीसी) पर 250 मेगावाट यूनिट 2 का परीक्षण संचालन प्रमाण पत्र / Trial Operation Certificate of 250 MW Unit 2 at 400 kV Subansiri Lower HEP (NHPC)

महोदया/महोदय,

यह ई-मेल 19-12-2025 के माध्यम से 8 x 250 मेगावाट सुबनसिरी लोअर एचईपी (एनएचपीसी) की 250 मेगावाट यूनिट-2 के ट्रायल रन से संबंधित प्रस्तुत उत्पादन आंकड़ों के संदर्भ में है।

आईईजीसी 2023 के खंड 22(2) के अनुसार, सुबनसिरी लोअर एचईपी (एनएचपीसी) ने इस अवधि के दौरान 17-12-2025 के 09:45 बजे से 18-12-2025 के 00:30 बजे (1:27 घंटे की कुल रुकावट अवधि सहित) यूनिट -2 के ट्रायल रन ऑपरेशन को सफलतापूर्वक पूरा किया, यूनिट ने 194.76 मेगावाट का औसत उत्पादन (कुल 12 घंटे) का प्रदर्शन किया।

आईईजीसी 2023 के खंड 22(2)(क)(iv) के अनुसार,

यदि अपर्याप्त जलाशय या पॉन्ड स्तर या अपर्याप्त पलो के कारण एमसीआर को प्रदर्शित करना संभव न हो, तो सीओडी इस शर्त के अध्यक्षीन घोषित की जा सकती है कि इसे तुरंत प्रदर्शित किया जाएगा जब सीओडी के बाद पर्याप्त जल उपलब्ध हो :

परंतु यह कि यदि ऐसा उत्पादन स्टेशन पर्याप्त जल उपलब्ध होने पर भी एमसीआर को प्रदर्शित करने में समर्थ न हो, तो उत्पादन कंपनी इस खंड के उप-खंड (ख) के संदर्भ में क्षमता का डी - रेट करेगी और ऐसा अवनिर्धारण सीओडी से प्रभावी होगा ।

आरएलडीसी को लिखित में किसी भी लाभार्थी द्वारा उठाई गई किसी आपत्ति की कोई प्राप्ति नहीं हुई है।

यह प्रमाण पत्र सुबनसिरी लोअर एचईपी यूनिट 2 के सफल परीक्षण को प्रमाणित करने के लिए सीईआरसी (भारतीय विद्युत ग्रिड कोड) विनियम, 2023 के नियम 25(1) और 25(2) के अनुसार जारी किया जा रहा है।

किसी अन्य उद्देश्य के लिए इस प्रमाणपत्र का उपयोग निषिद्ध है।

This is with reference to the generation data submitted pertaining to the trial run of 250 MW Unit-2 of 8 x 250 MW Subansiri Lower HEP (NHPC), vide e-mail dated 19-12-2025.

As per Clause 22(2) of the IEGC 2023, Subansiri Lower HEP (NHPC) successfully completed the trial run operation of Unit-2 from 09:45 Hrs of 17-12-2025 to 00:30 Hrs of 18-12-2025 (including total interruption period of 1:27 hours). During this period, the unit demonstrated an average generation (total 12 Hours) of 194.76 MW.

As per Clause 22(2)(a)(iv) of IEGC 2023, if it is not possible to demonstrate the MCR due to insufficient reservoir or pond level or insufficient inflow, COD may be declared, subject to the condition that the same shall be demonstrated immediately when sufficient water is available after COD:

Provided that if such a generating station is not able to demonstrate the MCR when sufficient water is available, the generating company shall de-rate the capacity in terms of sub-clause (b) of this clause, and such de-rating shall be effective from COD.

There has been no receipt of any objection raised by any beneficiary in writing to RLDC.

This certificate is being issued in accordance with regulation 25(1) and 25(2) of CERC (Indian Electricity Grid Code) Regulation, 2023 to certify successful trial run of Subansiri Lower HEP Unit 2.

Usage of this certificate for any other purpose is prohibited.

भवदीय/ Your Sincerely

(सजन जार्ज/ Sajan George)

(मुख्य महाप्रबंधक (प्रभारी)/ Chief General Manager (I/C))

उपक्षेत्राधिकारी, शिलांग/ NERLDC, Shillong

Page 2 of 3

सजन जार्ज / Sajan George

मुख्य महाप्रबंधक (प्रभारी) / Chief General Manager (I/C)

उपक्षेत्राधिकारी, शिलांग / NERLDC, GRID-INDIA

कलिंगोपा, गुवाहाटी / Kharlipara, Guwahati

पंजीकृत कार्यालय: बी-9, प्रथम तल, कुतुब इंस्टीट्यूशनल एरिया, कतवारिया सराय, नई दिल्ली - 110016

Registered Office: B-9, First Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016

2859

प्रति:

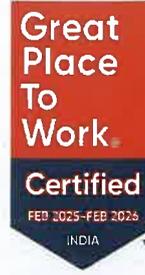
- i. सदस्य सचिव, एनईआरपीसी, एनईआरपीसी परिसर, डोंग परमाव, लापलांग, शिलांग-06
- ii. कार्यपालक निदेशक, एनईआरटीएस, पावरग्रिड, शिलांग-793006
- iii. कार्यपालक निदेशक, एनएलडीसी, B-9, कुतब इंस्टीट्यूशनल एरिया, कटवाड़ा सराय, नई दिल्ली-16
- iii. मुख्य महाप्रबंधक (एस.ओ.), मुख्य महाप्रबंधक (एस. एल.) & महाप्रबंधक (एम.ओ.), उपक्षेत्राधिकारी
- iv. एसएलडीसी प्रभारी, अरुणाचल प्रदेश/असम/मणिपुर/मेघालय/मिजोरम/नागालैंड/त्रिपुरा

Copy to:

- i. Member Secretary, NERPC, NERPC Complex, Dong Parmaw, Lapalang, Shillong-06
- ii. Executive Director, NERTS, POWERGRID, Shillong-793006
- iii. Executive Director, NLDC, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-16
- iv. CGM (SO), CGM (SL) & GM (MO), NERLDC
- v. SLDC In-Charge, Arunachal Pradesh/Assam/Manipur/Meghalaya/Mizoram/Nagaland/Tripura



एनएचपीसी लिमिटेड
(भारत सरकार का एक नवरात्र उद्यम)
NHPC Limited
(A Government of India Navratna Enterprise)



वाणिज्यिक विभाग
Commercial Department
एनएचपीसी ऑफिस कॉम्प्लेक्स, सेक्टर-33,
फरीदाबाद (हरियाणा)-121003
NHPC Office Complex, sector-33,
Faridabad (Haryana)-121003
फोन/Phone: 0129-2259923
ईमेल/Email: hod-commercial-co@nhpc.nic.in,
वेबसाइट/Website: www.nhpcindia.com

पत्र संख्या: NH/Commercial/Subansiri Lower/2026/ 126153

दिनांक: 30.01.2026

The General Manager,
MO NERLDC,
Grid Controller of India Limited (GRID-INDIA),
POWERGRID Complex, Lower Nongrah, Lapalang,
P.O : Rynjah, Shillong-793006,
Meghalaya

Sub.: Declaration of Commercial Operation (COD) of Unit#3, 250 MW of Subansiri Lower HE Project (8x250 MW), Arunachal Pradesh from 00:00 hours of 01.02.2026.

Sir,

This is for your kind information that **Unit#3 (250MW)** of Subansiri Lower HE Project have been tested and commissioned as per provisions of CERC (IEGC) Regulations,2023. In compliance of regulation 22(2) of CERC (IEGC) Regulations-2023 trial run of Unit#3 has been successfully completed as per details below:

Unit No.	Date and Time
Unit#3 (250 MW)	00:15 hours of 24.01.2026 to 13:30 hours of 24.01.2026

The certificate for successful trial run has been issued by NERLDC on 30.01.2026 in compliance of Regulation 25(2) of IEGC Regulations, 2023.

The certificates of declaration for Unit#3 signed by CMD, NHPC as per Regulation 26(2) of IEGC Regulations-2023 is enclosed.

In view of fulfilment of above statutory requirement as per regulation 27 of CERC (IEGC) Regulations-2023, NHPC hereby declares Commercial Operation of **Unit#3 (250 MW)** of Subansiri Hydroelectric Project from **00:00 hours of 01.02.2026**.

This is for your kind information and further necessary action please.

Encl: As above

Thanking You

Yours Sincerely

प्रदीप कुमार राय 30/1/26
(Pradip Kumar Ray)

Executive Director -HOD Commercial

Distribution: As per list enclosed

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फरीदाबाद (हरियाणा)-121003
NHPC Office Complex, sector-33,
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फोन/Phone: 0129-2259923
ईमेल/Email: hod-commercial-co@nhpc.nic.in,
वेबसाइट/Website: www.nhpcindia.com

Distribution List:

1. Chairperson, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
2. Member (Hydro), Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
3. Member (GOD), Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
4. Member Secretary, North Eastern Region Power Committee, NERPC Complex, Dong Parmaw, Lapalang, Shilong- 793006, Meghalaya.
5. The Secretary, Central Electricity Regulatory Commission, 7th Floor, Tower-B, World Trade Centre Block-F, Nauroji Nagar, Safdurjung Enclave, New Delhi- 110 029.
6. Joint Secretary (Hydro), Ministry of Power, Govt. of India, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
7. Director (HPM), Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
8. Executive Director (Comml.), PGCIL, Saundamini Plot No. 2, Sector-29, Gurugram (Haryana) – 122001.
9. COO, CTUIL, Floors No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001
10. Head of Regulatory, M/s Indigrid 10th Floor, Berger Towers, Delhi One Building, Sector-16B, DND Flyway, Noida (U.P)-201301

Beneficiaries:

11. The Chairman cum Managing Director, Dakshin Haryana Bijli Vitran Nigam Limited & Uttar Haryana Bijli Vitran Nigam Limited, Shakti Bhawan, Sector-6, Panchkula, Haryana-134109.
12. The Chairman, Punjab State Power Corporation Ltd (PSPCL), The Mall, PSEB Head Office, Baradari, Patiala, Punjab-147001.
13. The Managing Director, Rajasthan Urja Vikas Nigam Limited (RUVNL), Corporate Office, Vidyut Bhawan, Janpath, Jaipur, Rajasthan -302 005.
14. The Chairman, UP Power Corporation Limited, Shakti Bhawan ,14-Ashok Marg, Lucknow, Uttar Pradesh -226001.
15. Head, PMG, Chandigarh Power Distribution Limited, 4th Floor, SCO 33 to 35, Sector-34A, Chandigarh-160002.

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ईमेल/Email: hod-commercial-co@nhpc.nic.in,
वेबसाइट/Website: www.nhpcindia.com

16. The Managing Director, Gujarat Urja Vikas Nigam Limited (GUVNL), Sardar Patel Vidyut Bhawan, Race Course, Vadodara-390007, Gujarat.
17. The Managing Director, M.P. Power Management Company Limited (MPPMCL), Shakti Bhawan, Vidyut Nagar, Jabalpur-482008, Madhya Pradesh.
18. The Chairman cum Managing Director, Chhattisgarh State Power Co Limited (CSPDCL), Danganiya, PO-Sunder Nagar, Raipur-492013, Chhattisgarh.
19. Chairman & Managing Director, Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), Hong Kong Bank Building, MG Road, Fort, Mumbai-400051, Maharashtra.
20. Chief Electrical Engineer, Electricity Department, Govt. of Goa, 3rd Floor, Vidyut Bhawan, Panaji-403001, Goa.
21. The Managing Director, Manipur State Power Distribution Co. Ltd, 3rd Floor, New Directorate Building, Near 2nd MR Gate, Imphal-Dimapur Road, Imphal-795001, Manipur.
22. Chief Engineer (T&G), Department of Power, Govt. of Nagaland, Kohima-797011, Nagaland.
23. The Managing Director, Assam power Distribution Co. Ltd, Bijulee Bhawan, Paltan Bazar, Guwahati- 781001, Assam.
24. Managing Director, Tripura, State Electricity Corporation Limited (TSECL), Bidyut Bhaban, Banamalipur, Agartala-799001, Tripura.
25. The Engineer in Chief, Power and Electricity Department, Govt. of Mizoram, New Secretariat Complex, Khatla, Aizawl-796001, Mizoram.
26. Chief Engineer (Commercial Cum CEI), Department of Power, Vidyut Bhawan, Govt. of Arunachal Pradesh, Itanagar, ARUNACHAL PRADESH – 799111.
27. The Chief Engineer (Commercial), Meghalaya Power Distribution Corporation Ltd, Lum Jingshai Short Round Road, Shilong-793001, Meghalaya.

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फोन/Phone: 0129-2259923
ईमेल/Email: hod-commercial-co@nhpc.nic.in,
वेबसाइट/Website: www.nhpcindia.com

Certificate as per Regulation 26(2) of CERC (Indian Electricity Grid Code)
Regulations 2023 for Hydro Generating Stations

It is to certify that Subansiri Lower Hydroelectric Project (8x250 MW) of NHPC Limited has fulfilled all the key provisions as prescribed below as per Regulation 26(2) of CERC (Indian Electricity Grid Code) Regulations 2023 for Hydro Generating Station for its **Unit#3** :

- (i) The generating station or unit thereof meets the requirement and relevant provisions of the CEA Technical Standards for Construction, CEA Technical Standards for Connectivity, CEA Technical Standards for Communication, Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and these regulations, as applicable.
- (ii) The main plant equipment and auxiliary systems including the drainage dewatering system, primary and secondary cooling system, LP and HP air compressor and firefighting system have been commissioned and are capable of full load operation of units on a sustained basis.
- (iii) Permanent electric supply systems including emergency supplies and all necessary Instrumentations Control and Protection Systems and auto loops for full load operation of the unit are put into service.


20/11/2026

(BHUPENDER GUPTA)
CHAIRMAN AND MANAGING DIRECTOR,
NHPC LIMITED

स्वहिन एवं राष्ट्रहिन में ऊर्जा बचाने / Save Energy for Benefit of Self and Nation
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सत्यमेव जयते

भारत सरकार
Government of India
 विद्युत मंत्रालय
Ministry of Power
 केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
 जल विद्युत परियोजनाएं बोधन प्रभाग
Hydro Project Monitoring Division

विषय: सुबनसिरी लोअर जल विद्युत परियोजना (8x250=2000 मेगावाट) की इकाई 3 (250 मेगावाट) को विद्युत उत्पादन क्षमता वृद्धि में लेने के संबंध में।

महोदय ,

यह सूचित किया जाता है कि निम्नलिखित परियोजना की इकाई 3 (250 मेगावाट) को निर्धारित क्षमता पर 24.01.2026 के 00:15 बजे से 24.01.2025 के 13:30 बजे (1:15 घंटे की कुल रुकावट अवधि सहित) चलाया गया है। इस अवधि के दौरान, इकाई-3 द्वारा कुल 12 घंटों में औसतन 199.83 मेगावाट विद्युत उत्पादन किया गया। जिसे उत्तर पूर्वी क्षेत्रीय भार प्रेषण केंद्र (NERLDC) के कार्यपालक निदेशक द्वारा पत्र संख्या NERLDC/MO/FTC/8815 दिनांक 30.01.2026 के माध्यम से प्रमाणित किया गया है। तदनुसार इन्हें वर्ष 2025-26 की विद्युत उत्पादन क्षमता वृद्धि में लिया गया है।

परियोजना का नाम: सुबनसिरी लोअर जल विद्युत परियोजना (8x250=2000 मेगावाट)

इकाई संख्या: 3 (250 मेगावाट)

Executing Agency: एनएचपीसी (NHPC)

सेक्टर: केन्द्रीय क्षेत्र (Central Sector)

विद्युत उत्पादन क्षमता वृद्धि में लेने की तिथि: 24.01.2026

हाइड्रो क्षमता वृद्धि (अभी तक) वर्ष 2025-26: 3370 MW (HEP-940 MW + PSP-2430 MW)

(निखिल मित्तल)
 उप निदेशक

संयुक्त सचिव (हाइड्रो) विद्युत मंत्रालय, श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली।
प्रति:

1. सचिव (विद्युत), विद्युत मंत्रालय, श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली।
2. अध्यक्ष, के.वि.प्रा.
3. सदस्य (Hydro/GO&D/E&C/PS/Thermal/Planning), के.वि.प्रा.।

4. मुख्य अभियंता (समन्वय/एच.पी.पी & आई/एच.ई.टी.डी & आर.एम./ ओ.पी.एम./पी.डी.एम./ आई.आर.पी./ टी.पी.एम.) ।
5. कार्यपालक निदेशक, उत्तर पूर्वी क्षेत्रीय भार प्रेषण केंद्र, तिलक बाजार, नॉन्गराह, लापालांग, शिलांग, मेघालय - 793007
6. अध्यक्ष एवं प्रबंध निदेशक, एनएचपीसी लिमिटेड (एनएचपीसी कार्यालय परिसर, सेक्टर-33, फरीदाबाद, हरियाणा - 121003)
7. फाइल सं. के.वि.प्रा./तकनीकी विविध/एचपीएम/2025

भारत सरकार का उद्यम)

GRID CONTROLLER OF INDIA LIMITED

(A Government of India Enterprise)

{Formerly Power System Operation Corporation Ltd. (POSOCO)}

उत्तर पूर्वी क्षेत्रीय भार प्रेषण केंद्र/North Eastern Regional Load Despatch Centre

कार्यालय : पावर हाउस, काहिलीपारा, गुवाहाटी-781019(असम) /Office : Power House, Kahilipara, Guwahati-781019 (Assam)

CIN : U40105DL2009GOI188682, वेबसाइट/Website: www.nerlhc.in, ई-मेल/E-mail: nerlhc@posoco.in

अनुमोदन संख्या /Approval No: NERLDC/MO/FTC/8815

दिनांक/Date: 30.01.2026

सेवा में /To,

महाप्रबंधक (ई एंड एम)/ General Manager (E&M)

सुबनसिरी लोअर एचई प्रोजेक्ट, एनएचपीसी लिमिटेड/ Subansiri Lower HE Project, NHPC Ltd.

गेरुकामुख, जिला: धेमाजी असम / Gerukamukh, Distt: Dhemaji Assam -787035

कृपया ध्यान दें: श्री. दिनेश कुमार/ Kind attention: Sh. Dinesh Kumar

विषय/Sub: 400 केवी सुबनसिरी लोअर एचईपी (एनएचपीसी) पर 250 मेगावाट यूनिट-3 का परीक्षण संचालन प्रमाण पत्र / Trial Operation Certificate of 250 MW Unit-3 at 400 kV Subansiri Lower HEP (NHPC)

महोदया/महोदय,

यह ई-मेल 29-01-2026 के माध्यम से 8 x 250 मेगावाट सुबनसिरी लोअर एचईपी (एनएचपीसी) की 250 मेगावाट यूनिट-3 के ट्रायल रन से संबंधित प्रस्तुत उत्पादन आंकड़ों के संदर्भ में है।

आईईजीसी 2023 के खंड 22(2) के अनुसार, सुबनसिरी लोअर एचईपी (एनएचपीसी) ने इस अवधि के दौरान 24-01-2026 के 00:15 बजे से 24-01-2026 के 13:30 बजे (जिसमें 1 घंटा 15 मिनट की कुल रुकावट अवधि शामिल है) यूनिट -3 के ट्रायल रन ऑपरेशन को सफलतापूर्वक पूरा किया, यूनिट ने 199.83 मेगावाट का औसत उत्पादन (कुल 12 घंटे) का प्रदर्शन किया।

आईईजीसी 2023 के खंड 22(2)(क)(iv) के अनुसार,

यदि अपर्याप्त जलाशय या पॉन्ड स्तर या अपर्याप्त पलो के कारण एमसीआर को प्रदर्शित करना संभव न हो, तो सीओडी इस शर्त के अध्यक्षीन घोषित की जा सकती है कि इसे तुरंत प्रदर्शित किया जाएगा जब सीओडी के बाद पर्याप्त जल उपलब्ध हो:

Page 1 of 3



पंजीकृत कार्यालय: बी-9, प्रथम तल, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली -110016

Registered Office: B-9, First Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi -110016

परंतु यह कि यदि ऐसा उत्पादन स्टेशन पर्याप्त जल उपलब्ध होने पर भी एमसीआर को प्रदर्शित करने में समर्थ न हो, तो उत्पादन कंपनी इस खंड के उप-खंड (ख) के संदर्भ में क्षमता का डी - रेट करेगी और ऐसा अवनिर्धारण सीओडी से प्रभावी होगा ।

आरएलडीसी को लिखित में किसी भी लाभार्थी द्वारा उठाई गई किसी आपत्ति की कोई प्राप्ति नहीं हुई है।

यह प्रमाण पत्र सुबनसिरी लोअर एचईपी यूनिट-3 के सफल परीक्षण को प्रमाणित करने के लिए सीईआरसी (भारतीय विद्युत ग्रिड कोड) विनियम, 2023 के नियम 25(1) और 25(2) के अनुसार जारी किया जा रहा है।

किसी अन्य उद्देश्य के लिए इस प्रमाणपत्र का उपयोग निषिद्ध है।

This is with reference to the generation data submitted pertaining to the trial run of 250 MW Unit-3 of 8 x 250 MW Subansiri Lower HEP (NHPC), vide e-mail dated 29-01-2026.

As per Clause 22(2) of the IEGC 2023, Subansiri Lower HEP (NHPC) successfully completed the trial run operation of Unit-3 from 00:15 Hrs of 24-01-2026 to 13:30 Hrs of 24-01-2026 (including a total interruption period of 1 hour 15 minutes). During this period, the unit demonstrated an average generation (total 12 Hours) of 199.83 MW.

As per Clause 22(2)(a)(iv) of IEGC 2023, if it is not possible to demonstrate the MCR due to insufficient reservoir or pond level or insufficient inflow, COD may be declared, subject to the condition that the same shall be demonstrated immediately when sufficient water is available after COD:

Provided that if such a generating station is not able to demonstrate the MCR when sufficient water is available, the generating company shall de-rate the capacity in terms of sub-clause (b) of this clause, and such de-rating shall be effective from COD.

There has been no receipt of any objection raised by any beneficiary in writing to RLDC.

This certificate is being issued in accordance with regulation 25(1) and 25(2) of CERC (Indian Electricity Grid Code) Regulation, 2023 to certify successful trial run of Subansiri Lower HEP Unit-3.

Usage of this certificate for any other purpose is prohibited.

भवदीय/ Your Sincerely

सजन जार्ज/ Sajan George

कार्यपालक निदेशक/Executive Director
उपक्षेत्राधिकारी, शिलांग/NERLDC, Shillong

प्रति:

- i. सदस्य सचिव, एनईआरपीसी, एनईआरपीसी परिसर, डोंग परमाव, लापलांग, शिलांग-06
- ii. कार्यपालक निदेशक, एनईआरटीएस, पावरग्रिड, शिलांग-793006
- iii. कार्यपालक निदेशक, एनएलडीसी, B-9, कुतब इंस्टीट्यूशनल एरिया, कटवाड़ा सराय, नई दिल्ली-16
- iii. मुख्य महाप्रबंधक (एस.ओ.), मुख्य महाप्रबंधक (एस. एल.) & महाप्रबंधक (एम.ओ.), उपक्षेत्राधिकारी
- iv. एसएलडीसी प्रभारी, अरुणाचल प्रदेश/असम/मणिपुर/मेघालय/मिजोरम/नागालैंड/त्रिपुरा

Copy to:

- i. Member Secretary, NERPC, NERPC Complex, Dong Parmaw, Lapalang, Shillong-06
- ii. Executive Director, NERTS, POWERGRID, Shillong-793006
- iii. Executive Director, NLDC, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-16
- iv. CGM (SO), CGM (SL) & GM (MO), NERLDC
- v. SLDC In-Charge, Arunachal Pradesh/Assam/Manipur/Meghalaya/Mizoram/Nagaland/Tripura

