



उत्तर प्रदेश UTTAR PRADESH

FE 666439

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

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this^{27th}.....day of ~~Jan-2020~~ Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

क्रमांक 4146 दिनांक 18/4/2020

घनराशि 1.00 प्रयोजन

नाम व पूरा पता UPPCL



मकरन्द कुमार मिश्र, लाइसेंस सं०-53

LKO

लाइसेंस अवधि 31-3-2020
वाणिज्य कर भवन, लखनऊ

WHEREAS

- A. A Power Purchase Agreement for **Anpara 'A'** (3 x 210 MW)TPS signed on **26th day of May 2011** between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31st March 2014.
- B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).
- C. Subsequently, as desired by Generator & as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) , extension of 7.2 (Unscheduled Interchange) & inclusion of clause 10.1(v).

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

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

"The term of agreement shall be for a period of five (5) years **starting from 1st April 2019 and ending on 31st March 2024**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for Anpara 'A' TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective."

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Anpara 'A'** TPS signed on 26th day of May 2011 is extended further w.e.f. 1st April 2019 to 31st March 2024 as follows:

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



3- The sub clause 10.1(v) added in Clause 10.1 (Billing and Payment) of Power Purchase Agreement of Anpara 'A' TPS signed on 26th day of May 2011, as follows:-

"Necessary amount for timely repayment of loan of UNL, against total overdue amount of outstanding energy bills of UNL, shall be made available by UPPCL."

4- All other conditions of Power Purchase Agreement signed on 26th day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.

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

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

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

SIGNED AND DELIVERED BY UPRVUNL (Seller)

By the hand of its authorized official

Name.....

Title.....

(इं० रमेश चन्द्र)
मुख्य अभियन्ता (वाणिज्य)
उपप्रशासक वि० उ० नि० लि०
14वां तल, शक्ति भवन विस्तार
लखनऊ-226001

In the presence of:

1. Witness (इं० हरी श्याम)
अधीक्षक अभियन्ता
2. वाणिज्य अधिकारी, उ० प्र० शा० वि० उ० नि० लि०
14वां तल, शक्ति भवन विस्तार
लखनऊ-226001

SIGNED AND DELIVERED BY UPPCL (Purchaser)

By the hand of its authorized official

Name..... V.K. ASTHANA.....

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

Title.....

In the presence of:

1. Witness
Haroon Aslam
EE (PPA), UPPCL
2. Witness

Anand Shukla
SE (PPA), UPPCL



उत्तर प्रदेश UTTAR PRADESH

FE 666440

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

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 27th day of Jan 2020 Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

ASH-

क्रमांक 4147 दिनांक 18/1/2020

धनराशि 100 प्रयोजन

नाम व पूरा पता UPPCL

मकरन्द कुमार मिश्र, लाइसेंस सं-54 UCO

लाइसेंस अवधि 31-3-2020

वाणिज्य कर भवन, लखनऊ



WHEREAS

- A. A Power Purchase Agreement for **Anpara 'B'** (2 x 500 MW)TPS signed on **26th day of May 2011** between Uttar Pradesh RajyaVidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31st March 2014.
- B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).
- C. Subsequently, as desired by Generator & as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and extension of 7.2 (Unscheduled Interchange) & inclusion of clause 10.1(v)..

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

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

"The term of agreement shall be for a period of five (5) years **starting from 1st April 2019 and ending on 31st March 2024**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for Anpara 'B' TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective."

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Anpara 'B'** TPS signed on 26th day of May 2011 is extended further w.e.f. 1st April 2019 to 31st March 2024 as follows:

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



3. The sub clause 10.1(v) added in Clause 10.1 (Billing and Payment) of Power Purchase Agreement of Anpara 'B' TPS signed on 26th day of May 2011, as follows:-
 "Necessary amount for timely repayment of loan of UNL., against total overdue amount of outstanding energy bills of UNL., shall be made available by UPPCL."
4. All other conditions of Power Purchase Agreement signed on 26th day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
5. In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.
 This supplementary Power Purchase Agreement is subject to approval by UPERC.

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

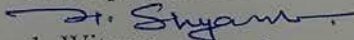
SIGNED AND DELIVERED BY UPRVUNL (Seller)
 By the hand of its authorized official

Name.....


(इं० रमेश चन्द्र)
 मुख्य अभियन्ता (वाणिज्य)
 उ०प्र०रा०वि०उ०नि०लि०

Title 14वां तल, शक्ति भवन विस्तार
 लखनऊ-226001

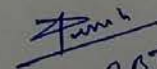
In the presence of:



1. Witness (इं० हरी श्याम)
 अधीक्षण अभियन्ता

2. ~~Witness~~ 
 वाणिज्य इकाई, उ०प्र०रा०वि०उ०नि०लि०
 14वां तल, शक्ति भवन विस्तार
 लखनऊ-226001


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


 AE (AST)
 Anand Shukla

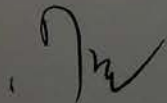
Name... V. K. ASTHANA
 Chief Engineer (P.P.A.)
 Shakti Bhawan Extn.
 U.P.P.C.L. Lucknow

Title

In the presence of:

1. Witness 
 Haroon Aslam
 EE (PPA), UPPCL

2. Witness


 Anand Shukla
 SE (PPA), UPPCL



उत्तर प्रदेश UTTAR PRADESH

FE 666441

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

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this^{27th}.....day of ^{Jan}2020 Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

[Signature]

[Signature]

क्रमांक 4/48 दिनांक 18/1/2020

धनराशि 100 प्रयोजन

नाम व पूरा पता U.P.P.C.E

मकरन्द कुमार मिश्र, लाइसेंस सं-53 LKO

लाइसेंस अवधि 31-3-2020
वाणिज्य कर भवन, लखनऊ



WHEREAS

- A. A Power Purchase Agreement for **Obra 'B'** (5 x 200 MW)TPS signed on **26th day of May 2011** between Uttar Pradesh RajyaVidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31st March 2014.
- B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).
- C. Subsequently, as desired by Generator & as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and extension of 7.2 (Unscheduled Intercharge) & inclusion of clause 10.1(v).

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

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

"The term of agreement shall be for a period of five (5) years **starting from 1st April 2019 and ending on 31st March 2024**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for Obra 'B' TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective."

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Obra 'B'** TPS signed on 26th day of May 2011 is extended further w.e.f. 1st April 2019 to 31st March 2024 as follows:

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

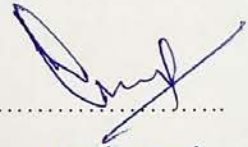


3. The sub clause 10.1(v) added in Clause 10.1 (Billing and Payment) of Power Purchase Agreement of **Obra 'B'** TPS signed on 26th day of May 2011, as follows:-
"Necessary amount for timely repayment of loan of UNL, against total overdue amount of outstanding energy bills of UNL, shall be made available by UPPCL."
4. All other conditions of Power Purchase Agreement signed on 26th day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
5. In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.

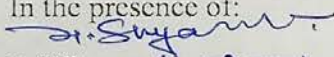
This supplementary Power Purchase Agreement is subject to approval by UPERC.

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

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

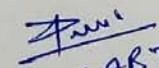
Name.....

Title
(इं० रमेश चन्द्र)
मुख्य अभियन्ता (वाणिज्य)
उ०प्र०रा०वि०उ०नि०लि०
14वां तल, शक्ति भवन विस्तार
लखनऊ-226001

In the presence of:



1. Witness (इं० हरी श्याम)
अधीक्षक अभियन्ता
2. वाणिज्य इकाई, उ०प्र०रा०वि०उ०नि०लि०
14वां तल, शक्ति भवन विस्तार
लखनऊ-226001

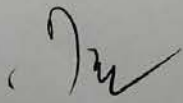
SIGNED AND DELIVERED BY UPPCL (Purchaser)
By the hand of its authorized official


AE (ABT)
Anand Kumar Singh

Name.....
V.K. ASTHANA

Title
Chief Engineer (P.P.A.)
Shakti Bhawan Extn.
U.P.P.C.L., - Lucknow

- In the presence of:
1. Witness 
Haroon Aslam
EE (PPA), UPPCL
 2. Witness


Anand Shukla
SE (PPA), UPPCL



उत्तर प्रदेश UTTAR PRADESH

FE 666443

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

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 27th day of Jan'2020 Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCI", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

क्रमांक 4150 दिनांक 18/11/2020

धनराशि 100 योजना

नाम व पूरा पता UPPCL

मकरन्द कुमार मिश्र, लाइसेंस सं-53

लाइसेंस अवधि 31-3-2020

वाणिज्य कर भवन, लखनऊ



Lko

WHEREAS

- A. A Power Purchase Agreement for **Harduaganj** (1 x 110 MW) TPS signed on **26th day of May 2011** between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31st March 2014.
- B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).
- C. Subsequently, as desired by Generator & as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and extension of 7.2 (Unscheduled Interchange) & inclusion of clause 10.1(v).


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

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

“The term of agreement shall be for a period of five (5) years **starting from 1st April 2019 and ending on 31st March 2024**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for Harduaganj TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective.”

- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Harduaganj** TPS signed on 26th day of May 2011 is extended further w.e.f. 1st April 2019 to 31st March 2024 as follows:

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

 *Asst*

3. The sub clause 10.1(v) added in Clause 10.1 (Billing and Payment) of Power Purchase Agreement of **Harduaganj** TPS signed on 26th day of May 2011, as follows:-
 "Necessary amount for timely repayment of loan of UNL, against total overdue amount of outstanding energy bills of UNL, shall be made available by UPPCL."
4. All other conditions of Power Purchase Agreement signed on 26th day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
5. In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.
 This supplementary Power Purchase Agreement is subject to approval by UPERC.

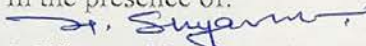
IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

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

Name.....

Title
 (इं० रमेश चन्द्र)
 मुख्य अभियन्ता (वाणिज्य)
 उ०प्र०स०वि०उ०नि०सि०
 14वां तल, शक्ति भवन विस्तार
 लखनऊ-226001

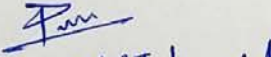
In the presence of:



 1. Witness (इं० हरी श्याम)

अधीक्षक अभियन्ता


2. Witness (इं० उ०प्र०स०वि०उ०नि०सि०)
 14वां तल, शक्ति भवन विस्तार
 लखनऊ-226001

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

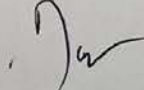

 A.E. (ART)
 Anand Kumar Singh

Name.....
 V.K. ASTHANA
 Chief Engineer (P.P.A.)
 Shakti Bhawan Extn.
 U.P.P.C.L., - Lucknow
 Title.....

In the presence of :

1. Witness 
Haroon Aslam
 EE (PPA), UPPCL.

2. Witness


Anand Shukla
 SE (PPA), UPPCL



उत्तर प्रदेश UTTAR PRADESH

FE 666442

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

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this 27th day of Jan'2020 Between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan Extn" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPRVUNL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the FIRST PART which is the party selling the power, and Uttar Pradesh Power Corporation Limited, a company incorporated under the Companies Act, 1956 having its Registered Office, at "Shakti Bhawan" 14-Ashok Marg Lucknow-226001 (herein referred to as "UPPCL", which expressions shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors at permitted assigns), as party of the SECOND PART which is the party purchasing the power. This Agreement is subject to Uttar Pradesh Electricity Regulatory Commission's approval in terms of provisions, Section 10 (2) and (3), Section 86 (1) (a) and (b) of the Electricity Act, 2003 and Section 10 (1) (c) of the Uttar Pradesh Electricity Reforms Act, 1999 (U/P. Act no. 24 of 1999).

क्रि.मांक 4149 दिनांक 10/11/2020

धनराशि 120 प्रयोजन

नाम व पूरा पता UPPCL

मकरन्द कुमार मिश्र, लाइसेंस सं०-54 UKO

लाइसेंस अगति 31-3-2020

वाणिज्य कर भवन, लखनऊ



WHEREAS

- A. A Power Purchase Agreement for **Parichha 'A'** (1 x 110 MW) TPS signed on **26th day of May 2011** between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid upto 31st March 2014.
- B. Subsequently, as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and 7.2 (Unscheduled interchange).
- C. Subsequently, as desired by Generator & as per directive issued by Management, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 2.0 (Term of Agreement) and extension of 7.2 (Unscheduled Interchange) & inclusion of clause 10.1(v).

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

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

"The term of agreement shall be for a period of one (1) year **starting from 1st April 2019 and ending on 31st March 2020**, & further extendable/renewable by mutual consent between UPPCL and UPRVUNL. In case UPPCL continue to get power from the for Parichha 'A' TPS even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this agreement shall continue to operate till this Agreement is formally renewed, extended or replaced except the Tariff, which will be applicable as per order of the UPERC and as per provision of clause 6.3 of the agreement dated 28.02.2011. This agreement shall be terminable even from any earlier date from which the PPA with different DICOMS has been made effective?"

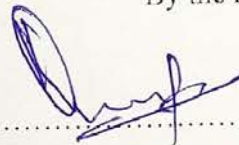
- 2- The sub-clause 7.2.4 (Unscheduled Interchange) added in clause 7.2 (Unscheduled interchange) of the Power Purchase Agreement for **Parichha 'A'** TPS signed on 26th day of May 2011 is extended further w.e.f. 1st April 2019 to 31st March 2020 as follows:

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

3. The sub clause 10.1(v) added in Clause 10.1 (Billing and Payment) of Power Purchase Agreement of Parichha 'A' TPS signed on 26th day of May 2011, as follows:-
 "Necessary amount for timely repayment of loan of UNL, against total overdue amount of outstanding energy bills of UNL, shall be made available by UPPCL."
4. All other conditions of Power Purchase Agreement signed on 26th day of May 2011 read with this supplementary Power Purchase Agreement shall remain unaltered.
5. In the event of any inconsistency between provisions of agreement and UPERC regulations (applicable from time to time during the term of agreement), the later shall prevail upon.
 This supplementary Power Purchase Agreement is subject to approval by UPERC.


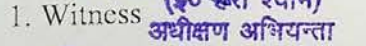
IN WITNESS WHEREOF the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as on the date first above written.

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


Name.....


(इं० रमेश चन्द्र)
 मुख्य अभियन्ता (वाणिज्य)
 उ०प्र०रा०वि०उ०नि०लि०
 Title 14वां तल, शक्ति भवन विस्तार
 लखनऊ-226001

In the presence of:

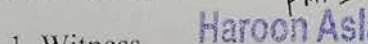
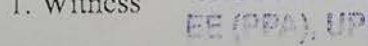
1. Witness 
 (इं० श्री श्याम)
 अधीक्षण अभियन्ता
2. Witness 
 वाणिज्य इकाई, उ०प्र०रा०वि०उ०नि०लि०
 14वां तल, शक्ति भवन विस्तार
 लखनऊ-226001

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


 AE (ABT)
 Anand Kumar Singh

Name..... V.K. ASTHANA.....
 Chief Engineer (P.P.A.)
 Shakti Bhawan Extn.
 Title U.P.P.C.L., - Lucknow.....

In the presence of:

1. Witness 
 Haroon Aslam
 EE (PPA), UPPCL
2. Witness 

Anand Shukla
 SE (PPA), UPPCL