



उत्तर प्रदेश UTTAR PRADESH

DF 969384

18 OCT 2018

**SUPPLEMENTARY POWER PURCHASE AGREEMENT  
BETWEEN  
UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED  
AND  
UTTAR PRADESH POWER CORPORATION LIMITED  
For Harduanj Extn-II TPS (1×660MW)**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this .....27.....day of Dec. 16 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).

WHEREAS

- A. A Power Purchase Agreement for Harduaganj Extn-II TPS (1×660 MW) signed on 16<sup>th</sup> day of January 2013 between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid for a period of 25 years starting from effective date extendable/renewable by mutual consent between UPPCL and UPRVUNL.
- B. Subsequently, as per directive issued by BOD dated 18.01.2016, U.P. Power Corporation Limited intends to execute a supplementary power purchase agreement in order to amendment in PPA in the clause 12.3, 12.4 (Surcharge on Late payment).

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 following clause of the Power Purchase Agreement for Harduaganj Extn-II TPS (1×660 MW) signed on 16<sup>th</sup> day of January 2013 is modified to the extent as follows:


**A. Clause 12.3 & 12.4 (Rebate & Surcharge on late payment)**

**12.3** - The Rebate & Surcharge on late payment as per clause 12.1 & 12.2 will not be applicable for a period of 05 years with effect from date of commercial operation (COD) of plant.


**12.4** - The Rebate & Surcharge on late payment as per clause 12.1 & 12.2 will be modified for next balance period of the PPA after review and as decided and mutually agreed by UPRVUNL & UPPCL, later on.

- 2- All other conditions/definitions of Power Purchase Agreement signed on 16<sup>th</sup> day of January 2013 read with this supplementary Power Purchase Agreement shall remain unaltered and 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.

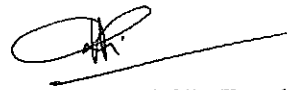
  
SIGNED AND DELIVERED BY UPRYUNL (Seller)  
By the hand of its authorized official

(ई० श्याम नारायण)  
Name..... मुख्य अभियन्ता (वाणिज्य)  
शक्ति भवन, लखनऊ

Title .....

In the presence of :



1. Witness   
SE (Com)  
2. Witness   
(R.K. Sanherji)  
EE (Com) UNL

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

(वी० पी० श्रीवास्तव)  
Name..... मुख्य अभियन्ता (पी०पी०ए०)  
उ०प्र० पावर कॉरपोरेशन लि०  
शक्ति भवन विस्तार, लखनऊ

Title .....

In the presence of :

-   
1. Witness V.K. Asthana SE (PPA)  
2. Witness   
(H. Aslam) EE, PPA.



उत्तर प्रदेश UTTAR PRADESH

DF 969383

18 OCT 1999

**SUPPLEMENTARY POWER PURCHASE AGREEMENT  
BETWEEN  
UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED  
AND  
UTTAR PRADESH POWER CORPORATION LIMITED  
For Obra 'C' TPS (2×660MW)**

This supplementary Power Purchase Agreement (herein referred to "Agreement") entered into this .....27....day of Dec, 1999 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).

WHEREAS

- A. A Power Purchase Agreement for Obra 'C' TPS (2×660 MW) signed on 16<sup>th</sup> day of January 2013 between Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd, and Uttar Pradesh Power Corporation Nigam Ltd. for purchase of power generated is valid for a period of 25 years starting from effective date extendable/renewable by mutual consent between UPPCL and UPRVUNL.
- 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 12.3, 12.4 (Surcharge on Late payment), 1.1 (definition of primary fuel).

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 following clause of the Power Purchase Agreement for Obra 'C' TPS (2×660 MW) signed on 16<sup>th</sup> day of January 2013 is modified to the extent as follows:

**A. Clause 12.3 & 12.4 (Rebate & Surcharge on late payment)**

**12.3** - The Rebate & Surcharge on late payment as per clause 12.1 & 12.2 will not be applicable for a period of 05 years with effect from date of commercial operation (COD) of plant.

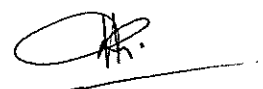
**12.4** - The Rebate & Surcharge on late payment as per clause 12.1 & 12.2 will be modified for next balance period of the PPA after review and as decided and mutually agreed by UPRVUNL & UPPCL, later on.

**B. Clause 1.1 (Definition of Primary Fuel)**

**1.1** – Primary Fuel “shall mean Coal, Indian/Imported or both” as per condition of clause 26(iv) of UPERC Generation Tariff Regulation, 2014.

- 2- All other conditions/definitions of Power Purchase Agreement signed on 16<sup>th</sup> day of January 2013 read with this supplementary Power Purchase Agreement shall remain unaltered and 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

(ई० श्याम नारायण)

मुख्य अभियन्ता (वाणिज्य)

Name.....शक्ति भवन, लखनऊ...

Title .....

In the presence of :

1. Witness *Mahesh*  
SE (com) UNL.

2. Witness *R.K. Sanhwal*  
(R.K. Sanhwal)  
EE (com) / UNL

SIGNED AND DELIVERED BY UPPCL (Purchaser)

By the hand of its authorized official

Name.....(वी० पी० श्रीवास्तव)...

मुख्य अभियन्ता (पी०पी०ए०)

उ०प्र० पावर कारपोरेशन लि०

शक्ति भवन विस्तार, लखनऊ

Title .....

In the presence of :

1. Witness *V.K. Asthana*  
V.K. ASTHANA SE (PPA)

2. Witness *H. Aslam*  
(H. Aslam, EE, PPA)