

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH



POWER PURCHASE AGREEMENT BETWEEN

M/s Mawana Sugars Limited

AND

Paschimanchal Vidyut Vitran Nigam Limited

THIS DEED OF AGREEMENT is made this 10th day of Feb. 2006 (hereinafter called the "Effective Date") by and between M/s Mawana Sugars Limited registered under the Companies Act 1956 and having its registered office at 6th Floor, Kirti Mahal, 19, Rajendra Place, New Delhi-110 008 U.P. hereinafter called the "Mill", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the first part and the Paschimanchal Vidyut Vitran Nigam Limited, a Company registered under the Company's Act, 1956, having its Registered Office at Victoria Park, Meerut hereinafter called "PVVNL", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the second part.

For Mawana Sugars Limited

A. K. MEHRA
A. K. MEHRA
Authorised Signatory

10/2/06

G.M. (P.P.A.)
10/2/06

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn.

Lucknow.

WHEREAS, the Mill is engaged in the business of Sugar Manufacturing and other incidental businesses (Unit – Titawi Sugar Complex) situated at Titawi, Distt. Muzaffarnagar in the State of Uttar Pradesh, more fully described in Annexure I attached hereto and made a part hereof and,

“Whereas PVVNL is an operating public utility in the State of Uttar Pradesh and has license to supply power in earmarked part of State and whereas the PVVNL in its Board of Directors meeting held on 24/08/05 has authorised U.P. Power Corporation Ltd. to execute/sign the power purchase agreement and also authorised U.P. Power Corporation Limited (herein after called UPPCL) to do the necessary relevant works on behalf of PVVNL. As such, all the obligations under this agreement are being undertaken by UPPCL on behalf of PVVNL till further intimation by GOUP/PVVNL.”

WHEREAS, the Mill desires to produce electric power mainly by using bagasse and supply part of the electric power so generated by the Mill's facility at its sugar unit at Distt. Muzaffarnagar to UPPCL, and has approached the U.P. Power Corporation for permission to do so, and

Whereas, the Mill has undertaken to implement the power generation by installing Plant and Equipment having co-generation/Renewable capacity of 28 MW at its production facility and to complete erection, installation and commissioning of the said capacity and make it operational as per schedule given in Annexure -I, and

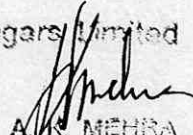
Whereas, the Mill desires to sell surplus Power generated in the Mill's facility after its own captive use, i.e 17 M.W. and UPPCL agrees to purchase all such Power offered by the Mill for sale, under the terms and conditions set forth herein.


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

1.0.0 Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Indian Electricity Act, 1910, Electricity (Supply) Act, 1948, Electricity Act - 2003, UP Electricity Reforms Act, 1999 and U.P. Electricity Grid Code-2000, as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

For Mawana Sugars Limited


A.K. MEHRA
Authorised Signatory
10/2/06


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- 1.1 ALDS; means Area Load Dispatch Centre.
- 1.2 Bill Meter; means Import and Export Meter on the basis of which energy purchase Bills shall be raised by the Mill/UPPCL.
- 1.3 Co-Generation; is defined as a process which simultaneously produces two or more forms of useful energy (e.g. electric power and steam, electric power and shaft (mechanical) power etc.). The qualifying requirements for a process to be termed as co-generation shall be determined in accordance with the Ministry of Power resolution No. A-40/95-IPC-1 dt. 6.11.96.
- 1.4 Check Meter; means a Meter for performing a check on the accuracy of the Bill Import/Export Meter.
- 1.5 Date of Commercial Operation; means the date on which supply of Energy is commercially commenced by the Mill to UPPCL.
- 1.6 Export Meter; means Special Energy Meter for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Mill from UPPCL's Grid Sub-Station.
- 1.7 Energy Account Month; means "Period from date of Meter reading in previous month to date of Meter reading in following month" not exceeding 35 days.
- 1.8 Grid Sub Station means UPPCL Sub Station of 132 KV or higher voltage connected to the grid.
- 1.9 Import Meter; means Special Energy Meter for Measurement of Active Energy, Maximum demand and Power factor for Energy Imported into UPPCL's Grid from the Mill.
- 1.10 L.C.; means "revolving and self - replenishing Letter of Credit".
- 1.11 Purchase Bill; means a bill raised, that includes all charges to be paid by UPPCL with respect to sale of Power by the Mill to UPPCL.
- 1.12 S.T.U.; means State Transmission Utility as notified by the UP Government.
- 1.13 TOD; means "Time of day", for the purpose of Metering.
- 1.14 UPERC; means the U.P. Electricity Regulatory Commission.

2.0.0 EVACUATION OF SURPLUS POWER

Power Purchase and Sale

- 2.1.1 UPPCL on behalf of PVVNL shall accept and purchase all power made available directly to UPPCL's system from the Mill's facility in accordance with the terms and conditions of this agreement, which will be revised/superseded by the terms and conditions as declared by UPERC under new policy. In the case of inconsistency between provision of this agreement

For Mahana Sugarcane Co.

Mehra 18/2/06
MEHRA
Assistant Secretary

Mehra 18/2/06
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and UPERC's declared policy, the provisions of UPERC's policy would apply. The purchase rates (Rs./Unit) for power mentioned below would be applicable under this agreement :-

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

The above purchase rates are applicable for sale of electricity during crushing season, which will be normally for a span of continuous six (6) months in a year commencing from October or so. However, during off season, an incentive of 3 paise per unit would be admissible subject to the following conditions :-

- The plant has achieved the target PLF of above 60% for the respective financial year.
- Units supplied in excess of the target PLF of 60% during the off season period shall be eligible for the incentive.
- The payment of incentive shall be made alongwith the settlement of the bill for the units supplied in the month of March.

All taxes, duties and other levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be borne and payable by the Mill, while those relating to sale of electricity, shall be borne and payable by UPPCL.

2.1.2 The price as per Clause 2.1.1 shall apply even in the event of any other fuel or fuels being used to supplement Bagasse.

2.1.3 The rate applicable to any supply of electricity by UPPCL to the Mill shall be as per the existing tariff agreement for supply of power executed between UPPCL and the Mill. The payment to UPPCL under the agreement shall remain unaffected and shall not be linked to obligations of the parties under this Agreement. If the Mill is not a consumer of UPPCL it shall pay UPPCL

For Mawana Sugars Limited

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for the power exported by at a rate which shall be double the normal high tension industrial (Presently classified as HV2 category) tariff for the actual units consumed along with demand charges etc. Minimum consumption guarantee charge provisions shall not apply.

2.1.4 UPPCL shall not make any payment for the Energy received in excess of 110% of the contracted Capacity at any point of time.

2.1.5 Sale of and accounting for Power shall be governed by the provisions set out in Annexure-II.

3.0.0 MAINTENANCE REQUIREMENT OF THE MILL

The Mill's annual Maintenance schedule shall normally be from May to September. The Mill shall inform UPPCL and the STU regarding the Maintenance schedule in accordance with provisions of the UP Electricity Grid Code-2000.

4.0.0 SUPPLY PLAN

The Mill shall furnish to UPPCL and the State Transmission Utility a Supply Plan and other information, as required in the UP Electricity Grid Code-2000 or as desired otherwise.

5.0.0 BILLING PROCEDURE AND PAYMENTS

5.1.0 The Mill shall raise monthly purchase Bills based on the monthly joint meter reading in the Bill Meter at the UPPCL end

5.2.0 The Monthly Purchase Bill shall be delivered to the Nodal Officer of UPPCL at its designated office on or before the fifth (5th) working day of the following month hereinafter called the Monthly Purchase Bill date. UPPCL shall make full payment against such Monthly Purchase Bills to the Mill within thirty (30) working days of the receipt of the Monthly Purchase Bill. In case of any dispute regarding the bill, UPPCL shall inform the Mill about the same within fifteen days of receipt of the bill. Rebate @ 2.5% would be admissible if payment is made within thirty (30) working days through cheque/Draft/L.C. or any other mode agreed upon. Format of the Monthly Purchase Bill is given in Annexure III attached hereto and made a part hereof..

5.3.0 The Mill may exercise the option of receiving payment through a revolving, self-replenishing, letter of credit of a value equal to the billable amount

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorized Signatory

[Signature] 15/7/06
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corresponding to the maximum amount of energy envisaged to be supplied in any one month, opened in the favour of the Mill. In this event, the L.C. opening and maintenance charges shall be borne by the Mill.

6.0.0 PARALLEL OPERATIONS

UPPCL shall allow the Mill to interconnect and operate in parallel with UPPCL's system, subject to the provisions of this Agreement and the UP Electricity Grid Code -2000.

7.0.0 CO-GENERATION FACILITIES OWNED AND OPERATED BY THE MILL

The Mill shall furnish, install, own, operate, and maintain the equipment described, at greater length, in Annexure I. The Mill shall follow such operating procedures on its side of the electric interconnection with UPPCL's system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, STU practices, provisions of the UP Electricity Grid Code-2000, and other related guidelines, if any, issued by UPERC, UPPCL, STU and the concerned Transmission licensee.

In the event any fuel or fuels are used to supplement bagasse, the fuel linkage shall be the responsibility of the Mill. The usage shall not be in excess of the limit set by the Ministry of Power to qualify under the renewable category. No pass through of cost on account of this shall be permitted on either side.

All electrical equipments shall be furnished and installed to be in compliance with the requirements of the Director of Electrical Safety, Government of Uttar Pradesh.

The Mill further agrees to make no material changes or additions to its facility, which may have an adverse effect on UPPCL's system, or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPPCL's prior written consent. UPPCL agrees that such consent shall not be unreasonably withheld.

Without prejudice to the foregoing, the Mill shall install, operate, and maintain its facility in accordance with accepted good engineering practices in the electric industry. The Mill's operation and Maintenance schedules and staffing shall be adequate to meet this standard at all times.

UPPCL shall follow such operating procedures on its side of the electric
For Mawana Sugars Limited

A. K. MEHRA
Authorized Signatory

10/2/06

(Signature)
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interconnection point with the Mill, as required to receive Power from the Mill's facility, without avoidable interruptions or adverse consequences on the Mill, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

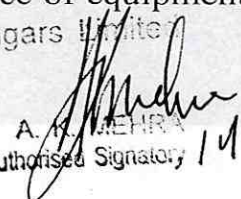
8.0.0 INTERCONNECTION FACILITIES

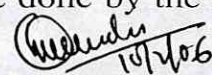
Power from the Mill shall be transmitted at 132 KV through a 132KV line from the Mill located at Titawi Distt. Muzaffarnagar The Power so transmitted shall be interfaced with UPPCL's 132 KV grid sub-station located at Lalukheri near Shamli.

For the evacuation through a 132 KV line, 100% of the cost of the 132 KV line from the Mill to the designated sub-station of UPPCL would be borne by Mill. In addition, the entire cost of interfacing at both ends (the Mill and UPPCL), the remaining Transmission system, including work at the UPPCL Sub-Station, cost of bay, tie- line, if any, and replacement/up-gradation of existing equipment, if any, would be borne by the Mill. The cost of the Transmission line would be borne by the Mill as per the above provisions. The work relating to Transmission and interfacing within the Mill premises shall be done by the Mill.

The construction of the Transmission Line and other supporting works indicated above, as the case may be, for evacuation of power, shall be done by UPPCL or the Mill, at the latter's discretion. When the work is undertaken by the Mill, it shall be under the supervision of UPPCL on the payment of 15% of the cost of the work as per Corporation's estimate by the Mill to UPPCL towards supervision. The technical and other specifications of the work shall be finalized with UPPCL's approval and be in accordance with standards and specifications laid by UPPCL. Construction of 132 KV lines, for which the cost of the line is borne by Mill, shall also be done by UPPCL or the Mill, at the latter's discretion. The supervision cost for transmission line only for such ventures, shall not exceed 15% of the total cost of the line. Such lines constructed for the evacuation of power from the Mill, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Mill and UPPCL, with the approval of UPERC. Existing transmission/distribution lines of UPPCL may be utilized for evacuation of power from the Mill to the Grid sub-station, on the basis of a mutual agreement between the Mill and UPPCL, with the approval of UPERC. Notwithstanding the above, the work of interfacing at UPPCL's Sub-Station will be done by UPPCL only whose entire cost shall be borne by the Mill.

The Maintenance of equipment at the generating end shall be done by the Mill to
For Mawana Sugars Limited


A. K. MEHRA
Authorised Signatory 14/2/06


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the satisfaction of UPPCL. The Maintenance of 132 KV lines and terminal equipment at the UPPCL sub-station shall be done by UPPCL. The Mill shall be liable to pay annual Maintenance charge @ 1.5% of the total cost incurred on the power evacuation system inclusive of line, bay and interfacing at UPPCL's Grid Sub-Station, to UPPCL for the first year. The Maintenance charges for the subsequent years shall increase in the same proportion as the increase in the wholesale price index published by the authorised agency of the Government of India, subject to the proviso that the increase shall not exceed 5% in any year. The amount for Maintenance charges would be adjusted from the Power Purchase Billed amount due to the Mill for the first month of the financial year.

Any work to be done by the Mill shall be only with a specific approval and on the basis of approved drawings and specifications from UPPCL. On the completion of work final approval shall be obtained from UPPCL. Any other required statutory clearances/compliance would be obtained by the Mill.

The Mill shall consult UPPCL on the scheme for protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system installed by the Mill shall be checked and approved by UPPCL.

Without limiting the foregoing, the Mill and UPPCL shall install, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code-2000. The Mill operation and maintenance schedules, and staffing shall be adequate to meet this standard at all times.

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

9.0.0 PROTECTIVE EQUIPMENT & INTERLOCKING

The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Mill shall not adversely reflect on or affect UPPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Mill's breaker trips first to protect the equipment. Prior to adopting it the Mill shall obtain approval of UPPCL for the protection logic of the generator system and the synchronisation scheme.

For Mawana Sugars Limited

A. K. MEHRA
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It shall be the responsibility of the Mill to install equipment to eliminate feeding of reverse power from the Grid to the Mill's system.

10.0.0 TECHNICAL ASSISTANCE BY UPPCL & MILL'S RESPONSIBILITY

On request, UPPCL shall provide reasonable technical assistance to the Mill in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Mill, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Mill's premises. Notwithstanding the above, UPPCL shall not be responsible for any damage caused to the electrical system/generating set of the Mill, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

11.0.0 ARRANGEMENTS AT THE POINT OF SUPPLY

The Mill shall make all arrangements for paralleling the set/s with UPPCL's grid in consultation with and to the satisfaction of UPPCL, subject to the approval of the Director of Electrical Safety, Government of Uttar Pradesh.

12.0.0 SYNCHRONISATION

The Mill shall synchronise its power generating set in consultation with the Executive Engineer, Transmission, in-charge of the 132KV Lalukheri Sub-Station of UPPCL/STU and as per provisions of the UP Electricity Grid Code-2000. The Mill shall give seven (7) days prior intimation of the synchronisation programme to the Nodal Officer:

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

UPPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Mill due to failure of the synchronising or the protective system provided by the Mill.

13.0.0 LIAISON WITH & ASSISTANCE FROM UPPCL

The Mill shall closely liaise with the Nodal Officer of UPPCL and the STU during the period of Co-generation. During the period this Agreement is in force, the Mill shall inform the date of commencement of delivery of power to the designated officials of UPPCL and STU one month in advance and also arrange for testing

For Mawana Sugarcane Ltd

A. K. MEHRA
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and commissioning of the protection system at least 15 days in advance. If requested by the Mill, UPPCL shall extend assistance for testing, subject to the condition that the Mill shall pay the charges for such assistance to UPPCL, if so indicated by the concerned Test Division of UPPCL. This charge shall be reasonable and be based on the man-hours devoted by UPPCL staff and their usual levels of remuneration, and UPPCL equipment used.

14.0.0 METERING

The Mill shall supply, two identical sets of frequency sensitive, ABT Compatible special energy meters, complete with Meter Reading Instrument(MRI) and Modem Facility with the facility for downloading data to measure the quantity and time details of the Power exported from and imported into the Mill, conforming to the specifications approved by UPPCL, along with all necessary associated equipment. These meters shall be installed and maintained by UPPCL. These meters shall be installed at the grid substation of UPPCL at the interconnection point. One set of export/import meters shall be termed the "Bill Meter" and other set will serve as the "Check Meter". The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard.

The meter readings shall be recorded in the format given in Annexure V & VI. The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.

UPPCL shall test all the metering equipment for accuracy, in the presence of a representative of the Mill, if the Mill elects to have a representative present, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.

The meter test results shall be jointly certified by UPPCL's designated representative and the representative of the Mill. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPPCL and the Mill.

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

Calibration, inspection and testing of meters and the associated equipment shall be

For Mawana Sugars Limited

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the responsibility of UPPCL, who shall bear the related costs.

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

- (i) UPPCL side - The Executive Engineer, Electricity Transmission Division, Muzaffarnagar and Executive Engineer, Electricity Test & Commissioning Division jointly, with the proviso that one of the two may depute one of their Assistant Engineers if he is unable to be present due to an emergent situation.
- (ii) Mill side - Authorised representative of the Mill.

The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.

If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Power Purchase Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Power Purchase Bill of that month.

During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPPCL. For this purpose, one spare set of meters would be required to be available with the Mill at all times.

If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.

For Mawana Sugars Limited

(Signature)
A. K. MEHRA
Authorised Signatory

18/10/06

(Signature)
G.M. (P.P.A.)
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Shakti Shewan Extra
Lucknow.

In the event there is a failure of metering that prevents the availability of readings that are usable for billing purposes then Power consumption shall be computed on the basis of data available with the Energy Audit cell of UPPCL and subject to approval of UPERC.

15.0.0 ACCEPTANCE AND APPROVAL OF UPPCL

UPPCL's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on UPPCL's existing policies and practices.

16.0.0 COMMISSIONING OF CO-GENERATION FACILITIES

The Mill shall commission the co-generation facility and synchronise it with UPPCL's grid by Dec.06'.

In exceptional circumstances, UPERC may agree to extend the commissioning date at the request of the Mill or UPPCL.

17.0.0 CONTINUITY OF SERVICE

Normally, supply of generated electricity from the Mill shall be governed by instructions from the concerned area load dispatch centre, as per the provisions of the UP Electricity Grid Code-2000. However, UPPCL may require the Mill to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

17.1.0 Repair and/or Replacement and/or Removal of UPPCL'S equipment or any part of its system that is associated with the Mill's facility; and/or

17.2.0 Endangerment of Safety: If UPPCL determines that the continued operation of the facility may endanger the safety of UPPCL's personnel or integrity of UPPCL's electric system, or have an adverse effect on the provision of electricity to UPPCL's other consumers/customers; and/or

17.3.0 Force Majeure Conditions: (defined in 27.0.0 below)

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

For Mawana Sugars Limited

A. K. MEHRA
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Before disconnecting the Mill from UPPCL's system, UPPCL shall, except in the case of an emergent situation, give advance intimation to the Mill through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPPCL shall immediately notify the mill by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPPCL shall not be obligated to accept or pay for any power from the Mill.

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

UPPCL shall avoid scheduling any event described in 17.1.0 above, to the extent reasonably practical, during the Mill's operations. Where the scheduling of such an event during the Mill's operations cannot be avoided, UPPCL shall provide the Mill with fifteen days advance notice in writing to enable the Mill to cease delivery of Power to UPPCL at the scheduled time.

In order to allow the Mill's facility to remain on-line and to minimise interruptions to Mill operations, the Mill may provide automatic equipment that will isolate the Mill's facility from UPPCL's system during major system disturbances.

18.0.0 DAILY/MONTHLY/ANNUAL REPORT

The Mill shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the UP Electricity Grid Code-2000 or desired by the STU/UPPCL.

19.0.0 INSPECTION

Inspection of premises of the Mill by UPPCL officials without prior permission or intimation to the Mill shall be permissible during normal office working hours of the Mill.

20.0.0 CLEARANCES, PERMITS AND LICENSES

The Mill shall obtain, at their expense, all authorisations, permits, and licences required for the construction, installation and operation of the Mill's facilities and any interconnection facilities, including but not limited to, rights-of-way or

For Mawana Sugars Limited

[Signature]
A. K. MEHRA 18/12/06
Authorised Signatory

[Signature] 18/12/06
G.M. (P.P.A.)
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Lucknow.

easements. UPPCL shall provide reasonable assistance to the Mill to obtain the same if so requested by the Mill. Cost incurred for these clearances shall be borne by the Mill.

21.0.0 DURATION

Except where terminated by default, this agreement shall be valid for ten (10) years from the effective date of the agreement.

22.0.0 EVENTS OF DEFAULT AND TERMINATION

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

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

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

- Failure to pay to the Mill any amount payable and due under this agreement within sixty (60) working days of the receipt of the bill/monthly purchase bill; or

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory

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

ANNEXURE- ITHE MILL'S CO-GENERATION FACILITIES

1. THE MILL:

NAME: M/s Mawana Sugars Limited
(Unit – Titawi Sugar Complex)

LOCATION: Village & P.O. Titawi
Distt. Muzaffarnagar (U.P.)

CHIEF EXECUTIVE: Mr. A.K. Mehra

CONTACT PERSON: Mr. O.P. Sharma

MAILING ADDRESS: Village & P.O. Titawi
Distt. Muzaffarnagar (U.P.)

TELEPHONE NUMBER: 0131-2486452, 2486497

FAX NUMBER: 0131- 2486603

EMERGENCY TELEPHONE NUMBER: 011-25739103

PERMANENT MAILING ADDRESS: 6th Floor, Kirti Mahal, 19 Rajendra Place
New Delhi – 110 008

2. GENERATING EQUIPMENT:

BOILERS: : 87 Bar 90 T/Hr., 42 Bar 75 T/Hr.
and 2x32 T/Hr.

TURBO-GENERATOR SETS: ⑪ 6 MW – Existing, Commissioned in
Nov.05' + ~~(3 MW + 10 MW)~~ Proposed.
28 MW

CO-GENERATION VOLTAGE: 11 KV

SPEED: 6500

TYPE OF GOVERNOR: Wood Ward -

TRANSFORMER: 11 KV/ 132 KV, 31.5 MVA

FIRST SYNCHRONISATION WITH 132 KV LINE
(INITIAL OPERATION DATE) November 2006

COMMERCIAL OPERATION December 2006 (Expected)

- Failure to use reasonable diligence in operating, maintaining, or repairing UPPCL's interconnecting facilities, such that the safety of persons or property in general, or the Mills equipment or personnel are adversely affected; or
- Failure or refusal by UPPCL to perform its material obligations under this agreement; or
- Abandonment of its interconnection facilities by UPPCL or the discontinuance by UPPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Mill.

Except for failure to make any payment due, within sixty(60) working days of receipt of the monthly purchase bill, if an event of default by either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

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

UPPCL reserves the right to terminate this agreement upon one months notice to the Mill, if the Mill's facility fails to commence production of electric power within three months from the planned commercial operation date shown in Annexure 1 and UPERC has rejected the application of the Mill for extension of date.

23.0.0 COMMUNICATION

In order to have effective co-ordination between UPPCL and the Mill, a designated official shall be kept on duty round the clock by the Mill and UPPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Mill shall provide reliable and effective communication through wireless/hotline etc., between the

For Mawana Sugars Limited

[Signature]
18/1/06
Authorized Signatory

[Signature]
18/1/06
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.

Mill & the interconnecting sub-station of UPPCL and between the Mill and the ALDS. The Mill shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

24.0.0 DISPUTES AND ARBITRATION

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

- a) Ex. Engineer, Electricity Transmission Division Muzaffarnagar on behalf of UPPCL, and the authorised representative of the Mill would be empowered to delineate the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the UPPCL Deputy General Manager of the Transmission Circle under whose jurisdiction the Mill's plant is located.
- b) On receiving such information, the Dy. General Manager of the Transmission Circle of UPPCL in which the Mill is located, shall be required to personally meet the authorised representative of the Mill and the Executive Engineer of the concerned Transmission Division, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPPCL General Manager, Transmission, who has direct supervisory jurisdiction over the Dy. General Manager referred to above, with information to the Chief Executive of the Mill. Within 15 days of receipt of such notice, the General Manager and the Chief Executive of the Mill would be required to meet at the former's office and endeavour to settle the dispute within a further period of (30) thirty days. i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the General Manager.
- d) If the said dispute/dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the

For Mawana Sugarcane

Authorised Signatory

G.M. (P.P.A.)
U.P.P.C.L.

Shakti Bhawan Extn
Lucknow.

parties. UPERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

25.0.0 INDEMNIFICATION

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

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

26.0.0 ASSIGNMENT

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

27.0.0 FORCE MAJEURE

If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake,

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory 19/10/06

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

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

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

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

28.0.0 AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows: -

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

The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound. No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been obtained, and shall be obtained in the future as and when they become due.

29.0.0 LIABILITY AND DEDICATION

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

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

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorized Signatory 12/1/06

[Signature]
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extra
Lucknow.

30.0.0 NODAL AGENCY OF UPPCL

The Executive Engineer, Transmission Division, Muzaffarnagar of the 132 KV Lalukheri sub-station of UPPCL shall act as a nodal agency for implementing this Agreement.

31.0.0 AMENDMENTS

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

32.0.0 BINDING EFFECT

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

33.0.0 NOTICES

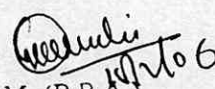
Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

THE EXECUTIVE ENGINEER,
Electricity Transmission Division, UPPCL:
Muzaffarnagar
MILL:
M/s Mawana Sugars Limited
(Unit-Titawi Sugar Complex)
Vill. & P.O. Titawi Distt. Muzaffarnagar (U.P.)

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the M/s Mawana Sugars Limited (Unit- Titawi Sugar Complex) , Titawi Distt. Muzaffarnagar or to the office of the Executive Engineer (Transmission) of UPPCL, as the case may be, at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory 18/10/06


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

Any party hereto may change its address for serving a written notice, by giving written notice of such change to the other party hereto.

34.0.0 EFFECT OF SECTION AND ANNEXURE HEADINGS

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

35.0.0 NON-WAIVER

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

36.0.0 RELATIONSHIP OF THE PARTIES

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

37.00 ENTIRE AGREEMENT

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

38.0.0 GOVERNING LAW

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

39.0.0 NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPPCL and the Mill acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

40.0.0 APPROVALS

Wherever approvals from either UPPCL or the Mill are required in this

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn
Lucknow.

Agreement, it is understood that such approvals shall not be unreasonably withheld.

41.0.0 ANNEXURES

ANNEXURES I, II, III, IV, V, VI, VII, VIII & IX ARE MADE A PART OF THIS AGREEMENT.

42.0.0 STANDARD FOR DECISION MAKING

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

Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

This Agreement is subject to the approval of UPERC.

IN WITNESS:

WHEREOF, UPPCL and the Mill have executed this agreement as of the 10th Day of February in the year 2006..

FOR THE MILL:

[Signature]
NAME: (A.K. Mehra)
DESIGN. Executive Director (Operation)
ADD. M/s Mawana Sugars Ltd.
(Unit – Titawi Sugar Complex)
Distt. Muzaffarnagar

FOR UPPCL:

[Signature]
NAME: (O.P. MALHOTRA)
DESIGN. GENERAL MANAGER (PPA)
ADD. Shakti Bhawan Extension
14th Floor, 14, Ashok Marg
Lucknow

WITNESSED BY: *[Signature]*

NAME: G.N. Agrawal
DESIGNATION: Additional General Manager
ADDRESS: Mawana Sugars Ltd
5th Floor
Kirti Mahal, Rajendra Place
New Delhi 110008

WITNESSED BY: *[Signature]*

NAME S.P. PANDEY
DESIGNATION Executive Engineer
ADDRESS PPA

ANNEXURE- I

THE MILL'S CO-GENERATION FACILITIES

1. THE MILL:

NAME: M/s Mawana Sugars Limited
(Unit- Titawi Sugar Complex)

LOCATION: Village & P.O.Titawi
Distt Muzaffarnagar (U.P.)

CHIEF EXECUTIVE: Mr A.K. Mehra
CONTACT PERSON: MrO.P. Sharma
MAILING ADDRESS: Village & P.O. Titawi
Distt. Muzaffarnagar (U.P.)

TELEPHONE NUMBER: 0131-2486452,2486497

FAX NUMBER: 0131 - 2486603
EMERGENCY TELEPHONE
NUMBER: 011-25739103

PERMANENT MAILING
ADDRESS: 6th Floor,Kirti Mahal,19 Rajendra Place,
New Delhi – 110 008.

2. GENERATING EQUIPMENT:

BOILERS: : 87Bar 90 T/Hr.,42Bar 75 T/Hr.and
2x32 T/Hr

TURBO-GENERATOR SETS: ~~20 MW, 8 MW~~ 11 MW (existing, commissioned prior to
2005) + 20 MW (proposed)

CO-GENERATION VOLTAGE: 11KV
SPEED: 6500rpm

TYPE OF GOVERNOR: Wood Ward

TRANSFORMER: 11/132KV,31.5 MVA

FIRST SYNCHRONISATION WITH 132KV IINE

For Mawana

[Signature] 10/2/06

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

(INITIAL OPERATION DATE): November 2006
 COMMERCIAL OPERATION December 2006 (Expected)

3.0 STIPULATIONS RELATING TO THE FACILITIES:

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

For Mawana Sugars Limited

[Signature]
 K. K. MEHRA
 Authorised Signatory

[Signature]
 10/12/06

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

break to separate the Mill's facilities from UPPCL's system. Such a disconnect device shall be lockable in the OPEN position and be readily accessible to UPPCL personnel at all times.

4.0 Operating Procedures:

- 4.1 The Mill shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code 2000. The overall responsibility of operation and implementation of the UP Electricity Grid Code-2000 rests with the State Transmission Utility notified by the State Government.
- 4.2 The Mill's normal annual Maintenance shall be carried out from May to September.
- 4.3 The Mill shall notify UPPCL's interconnecting sub station and ALDS prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.

5.0 Single Line Diagram (Annexure IX) Attached.

For Mawana Sugars Ltd.

[Signature]
10/2/06

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

Annexure-II

1.0 Sale of and Accounting for Power

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

For Mawana Sugars Limited

[Signature]
A.K. MEHRA
Authorised Signatory

15/2/06

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

ANNEXURE III

SAMPLE MONTHLY PURCHASE BILL

INVOICE

For the Month of ,

Monthly Purchase Bill No.

Date

Name of Buyer: UPPCL

Name of the Mill:

Address:

Address:

Town:

Town:

District:

PIN Code:

PIN Code:

Tel. No.: Fax:

Tel. No.:

Fax:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
-------------	----------	------------	--------

1. ENERGY SUPPLIED (KWh)
2. ENERGY FOR PAYMENT (KWh)

OTHER CHARGES

Less:

Add:

SUBTOTAL

TOTAL DUE

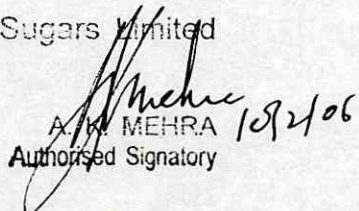
For Mill Ltd.

Verified by

Authorised Signatory

Executive Engineer,
Transmission, UPPCL

For Mawana Sugars Limited


 A.K. MEHRA
 Authorised Signatory

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

ANNEXURE IV

INTERCONNECTION FACILITIES PROVIDED BY THE MILL

ITEMS	PROVIDED	NOT PROVIDED
-------	----------	-----------------

<u>LINE BAY/S</u>	Yes	
STRUCTURES	-do-	
BUS BARS, CLAMPS AND CONNECTORS	-do-	
GROUNDING GRID	-do-	
ISOLATORS	-do-	
CURRENT TRANSFORMERS	-do-	
CIRCUIT BREAKERS	-do-	
CONTROL CUBICLES	-do-	
CONTROL CABLING	-do-	
AC / DC POWER SUPPLY	-do-	
COMMUNICATION EQUIPMENT	-do-	

SYNCHRONISATION & PROTECTION FACILITIES

AUTOMATIC VOLTAGE REGULATOR	-	
AUTO SYNCHRONISATION UNIT	-do-	
CHECK SYNCHRONISATION RELAY	-do-	

PROTECTION FOR INTERNAL FAULTS:

DIFFERENTIAL GENERATOR	-do-	
DIFFERENTIAL UNIT TRANSFORMER	-do-	
RESTRICTED EARTH FAULT	-do-	
STATOR EARTH FAULT	-do-	
ROTOR EARTH FAULT	--	Yes
INTER-TURN FAULT	--	Yes
OVER VOLTAGE	-do-	
LOSS OF EXCITATION	-do-	
UNDER VOLTAGE	-do-	

For Mawana Sugars Limited

A.K. MEHRA
 Authorised Signatory

18/2/06

W/10/06
 G.M. (P.P.A.)
 U. P. P. C. L.
 Shakti Bhawan Extn.
 Lucknow.

REVERSE POWER	-do-
LOW FORWARD POWER RELAY	-do-

PROTECTION AGAINST GRID FAULTS

	Provided	Not Provided
MINIMUM IMPEDANCE (DISTANCE PROTECTION RELAY)	-do-	
UNBALANCE (NEGATIVE PHASE SEQUENCE)	-do-	
O/C & E/F (UNIT TRANSFORMER)-LT & HT	-do-	
OVERLOAD ALARM	-do-	
OVERFLUXING RELAY	-do-	

PROTECTION AGAINST GRID DISTURBANCES:

	Provided	Not Provided
UNDER FREQUENCY	-do-	
OVER FREQUENCY	-do-	
POLE SLIP	-do-	-

For Mawana Sugar Mills

Mehra
10/2/06
Authorized Signatory

Shankar
10/2/06
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn.
Lucknow.

ANNEXURE V

BILL METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE: TALUKA: DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING

IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

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

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

10/2/06

G.M. (P.P.A.)
U. P. P. C. I.
Shakti Bhawan
Lucknow.

ANNEXURE VI

CHECK METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE: TALUKA: DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING
READING

IMPORT METER

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

EXECUTIVE ENGINEER EXECUTIVE. ENGINEER AUTHORISED

TRANSMISSION, UPPCL

T&C, UPPCL

REPRESENTATIVE.

MILL

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited

[Signature]
A. K. MENRA
Authorised Signatory

18/2/06

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

ANNEXURE VII

DAILY CO-GENERATION REPORT

Name and Address of Mill:

Date:

Installed Co-generation Capacity:

MW

Active Power, KWh

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

Total (for each column)

Summary:


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

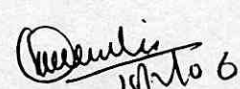
AUTHORISED REPRESENTATIVE OF THE MILL

To:

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

For Mawana Sugars Limited


 A.K. MEHRA
 Authorised Signatory


 G.M. (P.P.A.)
 U. P. P.
 Shakti Bhawan Extn.
 Lucknow.

Annexure VIII

MONTHLY TRIPPING REPORT
(CO-GENERATION)Name and Address of the Mill:
Installed Co-generation Capacity:

MW

Date of First Commissioning (Synchronising):

Date of Commercial Operation:

Date of Synchronising

Progressive Days (Co-generation):

Days

TRIPPING ON FAULT:

S N	Tripping		RELAY OPERATE D	REASON FOR TRIPPING			SYNCHRONIZATI ON		Total Time Lost		RE MA RK S
	Date	Time		Mech.	Electrical	Other	Date	Time	Hr	Min	
		Hr. Min						Hr Min			

PLANNED & FORCED OUTAGE:

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

Progressive Days:

Time Lost:
DuringMonth
Year
Since First Commissioning

AUTHORISED REPRESENTATIVE OF THE MILL

To:

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

For Mawana Sugars Limited

Authorised Signatory



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

OFFICE OF THE DEPUTY GENERAL MANAGER
ELECTRICITY SUBSTATION DESIGN CIRCLE-II
U.P.P.C.L. 13TH FLOOR, SHAKTI BHAWAN EXTN.
14-A HUK MARG, LUCKNOW

No. 10 -ESDC-II/Mawan Sugr.Mill Dated : Jan. 18, 06

Sub : Approval of single line diagram of M/s Mawana Sugar Mill, M/s Nangamul Sugar Mill and M/s Titawi Sugar Mill complex at 132 KV s/s Mawana; 132 KV s/s Nangli Kithore and at 132 KV s/s Lalu Kheri, respectively.

General Manager (P.P.A.) Directorate,
U.P. Power Corporation Ltd.,
14th flr. Shakti Bhawan Extn.
LUCKNOW-226 001

Kindly refer your letter no.32 dated 10/01/06 vide which you have forwarded 'single line diagram' submitted by M/s Mawana Sugar Mill, M/s Nangamul Sugar Mill and M/s Titawi Sugar Mill complex to this office. In this regard it is to intimate that the single line diagram related to the power evacuation at 132 KV s/s Mawana, 132 KV s/s Nangli Kithore and 132 KV s/s Lalu Kheri are generally in order, subject to the following conditions :-

1. 132 KV 3-core CTS of 0.2 accuracy class shall be strictly as per our specifications as follows :
 - (a) 400-200-100/1-1-1 A.
 - (b) VA Burden :
 - (i) Core-I : 20 VA
 - (ii) Core-II & III : PS class.
 - (c) Knee Point Voltage :
 - (i) 1100 Volts at 400 A Tap (PS Class)
 - (ii) 40 milli Amp at 200-100/1A (PS class)
 - (d) Max. exciting current : 20 milli Amp at 400 Tap (PS class).
 - (e) Max. secondary winding resistance :
 - (i) 5 Ohm at 400 Amp Tap (PS class)
 - (ii) 2.5 Ohm 200-100/A Tap (PS class)
 - (f) Short time current rating : 25 KA rms for ^{one} second.
2. Isolator (L.I. & B.I) : should be of 1250 Amp
3. CVT : In single line diagram PT has been provided whereas it should be 145 KV CVT as per our specification given below :
 - (a) 0.2 accuracy class VA burden I & II winding (Protection) - 50.
 - (b) Winding III : Metering - 50 VA
 - (c) Simultaneous Burden : 75 VA
 - (d) Rating : 132 KV/ /3 ; 110 KV/ /3 ; 110 KV/ /3
4. Metering system i.e. Tariff metering is not in our scope.

Submitted for your kind information and necessary action.

Dated: 18.01.06

S. P. Pandey, EE

G.M. (P.P.A.)

For Mawana Sugar Limited

18/01/06
K. MEHRA
Authorized Signatory

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

132 KV BAY AT UPPCL SUB STATION

132KV OVERHEAD LINE FROM ~~AT~~ TITAWI SUGAR COMPLEX

LIGHTNING ARRESTOR WITH DISCH. COUNTER
RATING : 120KV
NOM DISCHARGE CURRENT 10KA

1V1-1V3

ISOLATOR WITH EARTH SWITCH
RATING : 800A, 132KV

POTENTIAL TRANSFORMER
RATING : 132KV/RT3/110V/RT3/110V/RT3
CLASS : 0.2-3P/0.2-3P
BURDEN : 50VA/50VA

CIRCUIT BREAKER, SF6
RATING : 3150A, 132KV, 31.5KA

CURRENT TRANSFORMER
RATING : 125-150/1-1-1-1A
CLASS : 0.2/0.2/5P20/5P20
BURDEN : 20VA/20VA/20VA/20VA

ISOLATOR WITH EARTH SWITCH
RATING:800A,132KV

1Q1

1Q2

1Q10

1T1-1T3

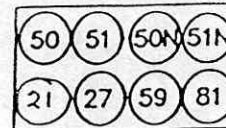
+ 1JBCT

1Q4

1Q3

1T11-1T13

+ 1JBPT



TARIFF
METER

132 KV BUS AT UPPCL SUB STATION

AT LALUKHERI

For Mawana Sugar Limited

A. K. MEHRA
Authorised Signatory

10/11/06

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



उत्तर प्रदेश UTTAR PRADESH



POWER PURCHASE AGREEMENT BETWEEN

M/s Mawana Sugars Limited
AND

Paschimanchal Vidyut Vitran Nigam Limited

THIS DEED OF AGREEMENT is made this 10th day of Feb. 2006 (hereinafter called the "Effective Date") by and between M/s Mawana Sugars Limited registered under the Companies Act 1956 and having its registered office at 6th Floor, Kirti Mahal, 19, Rajendra Place, New Delhi-110 008 U.P. hereinafter called the "Mill", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the first part and the Paschimanchal Vidyut Vitran Nigam Limited, a Company registered under the Company's Act, 1956, having its Registered Office at Victoria Park, Meerut hereinafter called "PVVNL", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the second part.

For Mawana Sugars Limited

[Signature]
A. MEHRA
Authorised Signatory 19/06

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

Whereas, the Mill is engaged in the business of Sugar Manufacturing and other incidental businesses (Unit- Mawana Sugar Works) situated at Mawana, Distt. Meerut in the State of Uttar Pradesh, more fully described in Annexure I attached hereto and made a part hereof and,

“Whereas PVVNL is an operating public utility in the State of Uttar Pradesh and has license to supply power in earmarked part of State and whereas the PVVNL in its Board of Directors meeting held on 24/08/05 has authorised U.P. Power Corporation Ltd. to execute/sign the power purchase agreement and also authorised U.P. Power Corporation Limited (herein after called UPPCL) to do the necessary relevant works on behalf of PVVNL. As such, all the obligations under this agreement are being undertaken by UPPCL on behalf of PVVNL till further intimation by GOUP/PVVNL.”

Whereas, the Mill desires to produce electric power mainly by using bagasse and supply part of the electric power so generated by the Mill's facility at its sugar unit at Distt. Meerut to UPPCL, and has approached the U.P. Power Corporation for permission to do so, and

Whereas the Mill have already signed a power purchase agreement on 30.05.05 with U.P. Power Corporation Ltd. for selling 9 MW surplus power from their existing Cogeneration facilities having power to be evacuated through 33 KV line at 132 KV Mawana Sub-Station and

Whereas, the Mill has undertaken to implement the power generation by installing additional Plant and Equipment having co-generation/Renewable capacity of 27.1 MW at its production facility and to complete erection, installation and commissioning of the said capacity and make it operational as per schedule given in Annexure -I, and


Whereas, the Mill desires to sell additional 10 MW surplus Power generated in the proposed Mill's facility after its own captive use, and UPPCL agrees to purchase all such Power i.e. total 19 MW offered by the Mill for sale, under the terms and conditions set forth herein.

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

1.0.0 Definitions

For Mawana Sugars Limited


A. K. MEHRA
Authorised Signatory


G.M. (P.P.A.)
U. P. C. L.
Shakti Shewan Extn
Lucknow.

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Indian Electricity Act, 1910, Electricity (Supply) Act, 1948, Electricity Act - 2003, UP Electricity Reforms Act, 1999 and U.P. Electricity Grid Code-2000, as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1 ALDS; means Area Load Dispatch Centre.
- 1.2 Bill Meter; means Import and Export Meter on the basis of which energy purchase Bills shall be raised by the Mill/UPPCL.
- 1.3 Co-Generation; is defined as a process which simultaneously produces two or more forms of useful energy (e.g. electric power and steam, electric power and shaft (mechanical) power etc.). The qualifying requirements for a process to be termed as co-generation shall be determined in accordance with the Ministry of Power resolution No. A-40/95-IPC-1 dt. 6.11.96.
- 1.4 Check Meter; means a Meter for performing a check on the accuracy of the Bill Import/Export Meter.
- 1.5 Date of Commercial Operation; means the date on which supply of Energy is commercially commenced by the Mill to UPPCL.
- 1.6 Export Meter; means Special Energy Meter for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Mill from UPPCL's Grid Sub-Station.
- 1.7 Energy Account Month; means "Period from date of Meter reading in previous month to date of Meter reading in following month" not exceeding 35 days.
- 1.8 Grid Sub Station means UPPCL Sub Station of 132 KV or higher voltage connected to the grid.
- 1.9 Import Meter; means Special Energy Meter for Measurement of Active Energy, Maximum demand and Power factor for Energy Imported into UPPCL's Grid from the Mill.
- 1.10 L.C.; means "revolving and self - replenishing Letter of Credit".
- 1.11 Purchase Bill; means a bill raised, that includes all charges to be paid by UPPCL with respect to sale of Power by the Mill to UPPCL.
- 1.12 S.T.U.; means State Transmission Utility as notified by the UP Government.
- 1.13 TOD; means "Time of day", for the purpose of Metering.
- 1.14 UPERC; means the U.P. Electricity Regulatory Commission.

For Mawana Sugars Limited

Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extra
Lucknow.

2.0.0 EVACUATION OF SURPLUS POWER

Power Purchase and Sale

2.1.1 UPPCL on behalf of PVVNL shall accept and purchase all power made available directly to UPPCL's system from the Mill's facility in accordance with the terms and conditions of this agreement, which will be revised/superseded by the terms and conditions as declared by UPERC under new policy. In the case of inconsistency between provision of this agreement and UPERC's declared policy, the provisions of UPERC's policy would apply. The purchase rates (Rs./Unit) for power mentioned below would be applicable under this agreement :-

Tariff Year

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

Note:- (a) For 9 MW power for which the agreement has been signed on 30.05.05, the purchase rate applicable would be on the date of commissioning of the plant.

(b) When the proposed power plant for 10 MW additional power is commissioned and entire power i.e. 19MW (9MW+10MW) is supplied through single 132 KV line, max. 0.216 MU per day corresponding to 9 MW power shall be billed at the rate applicable to the commissioning date of plant for 9 MW power and rest of units shall be billed at the rate applicable for the commissioning date of new plant.

The above purchase rates are applicable for sale of electricity during crushing season, which will be normally for a span of continuous six (6) months in a year commencing from October or so. However, during off season, an incentive of 3 paise per unit would be admissible subject to the following conditions :-

- The plant has achieved the target PLF of above 60% for the respective financial year.
- Units supplied in excess of the target PLF of 60% during the off season period shall be eligible for the incentive.

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory

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

- c) The payment of incentive shall be made alongwith the settlement of the bill for the units supplied in the month of March.

All taxes, duties and other levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be borne and payable by the Mill, while those relating to sale of electricity, shall be borne and payable by UPPCL.

- 2.1.2 The price as per Clause 2.1.1 shall apply even in the event of any other fuel or fuels being used to supplement Bagasse.

- 2.1.3 The rate applicable to any supply of electricity by UPPCL to the Mill shall be as per the existing tariff agreement for supply of power executed between UPPCL and the Mill. The payment to UPPCL under the agreement shall remain unaffected and shall not be linked to obligations of the parties under this Agreement. If the Mill is not a consumer of UPPCL it shall pay UPPCL for the power exported by at a rate which shall be double the normal high tension industrial (Presently classified as HV2 category) tariff for the actual units consumed along with demand charges etc. Minimum consumption guarantee charge provisions shall not apply.

- 2.1.4 UPPCL shall not make any payment for the Energy received in excess of 110% of the contracted Capacity at any point of time.

- 2.1.5 Sale of and accounting for Power shall be governed by the provisions set out in Annexure-II.

3.0.0 MAINTENANCE REQUIREMENT OF THE MILL

The Mill's annual Maintenance schedule shall normally be from May to September. The Mill shall inform UPPCL and the STU regarding the Maintenance schedule in accordance with provisions of the UP Electricity Grid Code-2000.

4.0.0 SUPPLY PLAN

The Mill shall furnish to UPPCL and the State Transmission Utility a Supply Plan and other information, as required in the UP Electricity Grid Code-2000 or as desired otherwise.

For Mawana Sugars Limited

A. K. MEHRA
10/11/06
Authorised Signatory

G.M. (P.P.A.)
14/11/06

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

5.0.0 BILLING PROCEDURE AND PAYMENTS

5.1.0 The Mill shall raise monthly purchase Bills based on the monthly joint meter reading in the Bill Meter at the UPPCL end

5.2.0 The Monthly Purchase Bill shall be delivered to the Nodal Officer of UPPCL at its designated office on or before the fifth (5th) working day of the following month hereinafter called the Monthly Purchase Bill date. UPPCL shall make full payment against such Monthly Purchase Bills to the Mill within thirty (30) working days of the receipt of the Monthly Purchase Bill. In case of any dispute regarding the bill, UPPCL shall inform the Mill about the same within fifteen days of receipt of the bill. Rebate @ 2.5% would be admissible if payment is made within thirty (30) working days through cheque/Draft/L.C. or any other mode agreed upon. Format of the Monthly Purchase Bill is given in Annexure III attached hereto and made a part hereof..

5.3.0 The Mill may exercise the option of receiving payment through a revolving, self-replenishing, letter of credit of a value equal to the billable amount corresponding to the maximum amount of energy envisaged to be supplied in any one month, opened in the favour of the Mill. In this event, the L.C. opening and maintenance charges shall be borne by the Mill.

6.0.0 PARALLEL OPERATIONS

UPPCL shall allow the Mill to interconnect and operate in parallel with UPPCL's system, subject to the provisions of this Agreement and the UP Electricity Grid Code -2000.

7.0.0 CO-GENERATION FACILITIES OWNED AND OPERATED BY THE MILL

The Mill shall furnish, install, own, operate, and maintain the equipment described, at greater length, in Annexure I. The Mill shall follow such operating procedures on its side of the electric interconnection with UPPCL's system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, STU practices, provisions of the UP Electricity Grid Code-2000, and other related guidelines, if any, issued by UPERC, UPPCL, STU and the concerned Transmission licensee.

In the event any fuel or fuels are used to supplement bagasse, the fuel linkage shall be the responsibility of the Mill. The usage shall not be in excess of the

For Mawana Sugarcane

[Signature]
A. K. MEHRA
Authorised Signatory

[Signature]
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U. P. C. L.
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Lucknow.

limit set by the Ministry of Power to qualify under the renewable category. No pass through of cost on account of this shall be permitted on either side.

All electrical equipments shall be furnished and installed to be in compliance with the requirements of the Director of Electrical Safety, Government of Uttar Pradesh.

The Mill further agrees to make no material changes or additions to its facility, which may have an adverse effect on UPPCL's system, or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPPCL's prior written consent. UPPCL agrees that such consent shall not be unreasonably withheld.

Without prejudice to the foregoing, the Mill shall install, operate, and maintain its facility in accordance with accepted good engineering practices in the electric industry. The Mill's operation and Maintenance schedules and staffing shall be adequate to meet this standard at all times.

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

8.0.0 INTERCONNECTION FACILITIES

Power from the Mill shall be transmitted at 132 KV through a 132KV line from the Mill located at Mawana Distt. Meerut The Power so transmitted shall be interfaced with UPPCL's 132 KV grid sub-station located at Mawana, Distt. Meerut

(A) { The 9 MW power under existing agreement dated 30.5.05 through 33 KV line will be evacuated till the 132 KV lines are commissioned. After commissioning of 132 KV line, entire 19 MW power will be evacuated through this line.

For the evacuation through a 132 KV line, 100% of the cost of the 132 KV line from the Mill to the designated sub-station of UPPCL would be borne by Mill. In addition, the entire cost of interfacing at both ends (the Mill and UPPCL), the remaining Transmission system, including work at the UPPCL Sub-Station, cost of bay, tie- line, if any, and replacement/up-gradation of

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

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

existing equipment, if any, would be borne by the Mill. The cost of the Transmission line would be borne by the Mill as per the above provisions. The work relating to Transmission and interfacing within the Mill premises shall be done by the Mill.

The construction of the Transmission Line and other supporting works indicated above, as the case may be, for evacuation of power, shall be done by UPPCL or the Mill, at the latter's discretion. When the work is undertaken by the Mill, it shall be under the supervision of UPPCL on the payment of 15% of the cost of the work as per Corporation's estimate by the Mill to UPPCL towards supervision. The technical and other specifications of the work shall be finalized with UPPCL's approval and be in accordance with standards and specifications laid by UPPCL. Construction of 132 KV lines, for which the cost of the line is borne by Mill, shall also be done by UPPCL or the Mill, at the latter's discretion. The supervision cost for transmission line only for such ventures, shall not exceed 15% of the total cost of the line. Such lines constructed for the evacuation of power from the Mill, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Mill and UPPCL, with the approval of UPERC. Existing transmission/distribution lines of UPPCL may be utilized for evacuation of power from the Mill to the Grid sub-station, on the basis of a mutual agreement between the Mill and UPPCL, with the approval of UPERC. Notwithstanding the above, the work of interfacing at UPPCL 's Sub-Station will be done by UPPCL only whose entire cost shall be borne by the Mill.

The Maintenance of equipment at the generating end shall be done by the Mill to the satisfaction of UPPCL. The Maintenance of 132 KV lines and terminal equipment at the UPPCL sub-station shall be done by UPPCL. The Mill shall be liable to pay annual Maintenance charge @ 1.5% of the total cost incurred on the power evacuation system inclusive of line, bay and interfacing at UPPCL's Grid Sub-Station, to UPPCL for the first year. The Maintenance charges for the subsequent years shall increase in the same proportion as the increase in the wholesale price index published by the authorised agency of the Government of India, subject to the proviso that the increase shall not exceed 5% in any year. The amount for Maintenance charges would be adjusted from the Power Purchase Billed amount due to the Mill for the first month of the financial year.

Any work to be done by the Mill shall be only with a specific approval and on the basis of approved drawings and specifications from UPPCL. On the completion of work final approval shall be obtained from UPPCL. Any other

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory

[Signature]
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extra
Lucknow.

required statutory clearances/compliance would be obtained by the Mill.

The Mill shall consult UPPCL on the scheme for protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system installed by the Mill shall be checked and approved by UPPCL.

Without limiting the foregoing, the Mill and UPPCL shall install, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code-2000. The Mill operation and maintenance schedules, and staffing shall be adequate to meet this standard at all times.

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

9.0.0 PROTECTIVE EQUIPMENT & INTERLOCKING

The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Mill shall not adversely reflect on or affect UPPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Mill's breaker trips first to protect the equipment. Prior to adopting it the Mill shall obtain approval of UPPCL for the protection logic of the generator system and the synchronisation scheme.

It shall be the responsibility of the Mill to install equipment to eliminate feeding of reverse power from the Grid to the Mill's system.

10.0.0 TECHNICAL ASSISTANCE BY UPPCL & MILL'S RESPONSIBILITY

On request, UPPCL shall provide reasonable technical assistance to the Mill in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Mill, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Mill's premises. Notwithstanding the above, UPPCL shall not be responsible for any damage caused to the electrical system/generating set of the Mill, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

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

11.0.0 ARRANGEMENTS AT THE POINT OF SUPPLY

The Mill shall make all arrangements for paralleling the set/s with UPPCL's grid in consultation with and to the satisfaction of UPPCL, subject to the approval of the Director of Electrical Safety, Government of Uttar Pradesh.

12.0.0 SYNCHRONISATION

The Mill shall synchronise its power generating set in consultation with the Executive Engineer, Transmission, in-charge of the 132KV Mawana Sub-Station of UPPCL/STU and as per provisions of the UP Electricity Grid Code-2000. The Mill shall give seven (7) days prior intimation of the synchronisation programme to the Nodal Officer:

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

UPPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Mill due to failure of the synchronising or the protective system provided by the Mill.

13.0.0 LIAISON WITH & ASSISTANCE FROM UPPCL

The Mill shall closely liaise with the Nodal Officer of UPPCL and the STU during the period of Co-generation. During the period this Agreement is in force, the Mill shall inform the date of commencement of delivery of power to the designated officials of UPPCL and STU one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Mill, UPPCL shall extend assistance for testing, subject to the condition that the Mill shall pay the charges for such assistance to UPPCL, if so indicated by the concerned Test Division of UPPCL. This charge shall be reasonable and be based on the man-hours devoted by UPPCL staff and their usual levels of remuneration, and UPPCL equipment used.

14.0.0 METERING

The Mill shall supply, two identical sets of frequency sensitive, ABT Compatible special energy meters, complete with Meter Reading Instrument(MRI) and Modem Facility with the facility for downloading data to

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory

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

measure the quantity and time details of the Power exported from and imported into the Mill, conforming to the specifications approved by UPPCL, along with all necessary associated equipment. These meters shall be installed and maintained by UPPCL. These meters shall be installed at the grid substation of UPPCL at the interconnection point. One set of export/import meters shall be termed the "Bill Meter" and other set will serve as the "Check Meter". The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard.

The meter readings shall be recorded in the format given in Annexure V & VI. The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.

UPPCL shall test all the metering equipment for accuracy, in the presence of a representative of the Mill, if the Mill elects to have a representative present, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.

The meter test results shall be jointly certified by UPPCL's designated representative and the representative of the Mill. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPPCL and the Mill.


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

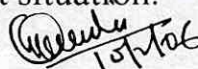
Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPPCL, who shall bear the related costs.

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

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

For Mawana Sugars Limited


K. MEHRA
Authorised Signatory


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

- (ii) Mill side - Authorised representative of the Mill.

The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.

If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Power Purchase Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Power Purchase Bill of that month.

During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPPCL. For this purpose, one spare set of meters would be required to be available with the Mill at all times.

If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.

In the event there is a failure of metering that prevents the availability of readings that are usable for billing purposes then Power consumption shall be computed on the basis of data available with the Energy Audit cell of UPPCL and subject to approval of UPERC.

15.0.0 ACCEPTANCE AND APPROVAL OF UPPCL

UPPCL's acceptance or approval for equipment, additions or changes to

For Mawana Sugars Limited

[Signature]
K. K. MEHRA
Authorised Signatory

[Signature]
15/7/06
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.

equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on UPPCL's existing policies and practices.

16.0.0 COMMISSIONING OF CO-GENERATION FACILITIES

The Mill shall commission the co-generation facility and synchronise it with UPPCL's grid by Nov. 06'.

In exceptional circumstances, UPERC may agree to extend the commissioning date at the request of the Mill or UPPCL.

17.0.0 CONTINUITY OF SERVICE

Normally, supply of generated electricity from the Mill shall be governed by instructions from the concerned area load dispatch centre, as per the provisions of the UP Electricity Grid Code-2000. However, UPPCL may require the Mill to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

17.1.0 Repair and/or Replacement and/or Removal of UPPCL'S equipment or any part of its system that is associated with the Mill's facility; and/or

17.2.0 Endangerment of Safety: If UPPCL determines that the continued operation of the facility may endanger the safety of UPPCL's personnel or integrity of UPPCL's electric system, or have an adverse effect on the provision of electricity to UPPCL's other consumers/customers; and/or

17.3.0 Force Majeure Conditions: (defined in 27.0.0 below)

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

Before disconnecting the Mill from UPPCL's system, UPPCL shall, except in the case of an emergent situation, give advance intimation to the Mill through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPPCL shall immediately notify the mill by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPPCL shall not be obligated to accept or pay for any power from the Mill.

For Mawana Sugars Limited

A.K. MEHRA
Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Shewan Extn.
Lucknow.

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

UPPCL shall avoid scheduling any event described in 17.1.0 above, to the extent reasonably practical, during the Mill's operations. Where the scheduling of such an event during the Mill's operations cannot be avoided, UPPCL shall provide the Mill with fifteen days advance notice in writing to enable the Mill to cease delivery of Power to UPPCL at the scheduled time.

In order to allow the Mill's facility to remain on-line and to minimise interruptions to Mill operations, the Mill may provide automatic equipment that will isolate the Mill's facility from UPPCL's system during major system disturbances.

18.0.0 DAILY/MONTHLY/ANNUAL REPORT

The Mill shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the UP Electricity Grid Code-2000 or desired by the STU/UPPCL.

19.0.0 INSPECTION

Inspection of premises of the Mill by UPPCL officials without prior permission or intimation to the Mill shall be permissible during normal office working hours of the Mill.

20.0.0 CLEARANCES, PERMITS AND LICENSES

The Mill shall obtain, at their expense, all authorisations, permits, and licences required for the construction, installation and operation of the Mill's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. UPPCL shall provide reasonable assistance to the Mill to obtain the same if so requested by the Mill. Cost incurred for these clearances shall be borne by the Mill.

For Mawana Sugars Limited

[Signature]
R.K. MEHRA
Authorised Signatory

[Signature]
10/7/06

G.M. (P.P.A.)
U. P. P. C. L.
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Lucknow.

21.0.0 DURATION

Except where terminated by default, this agreement shall be valid for ten (10) years from the effective date of the agreement.

22.0.0 EVENTS OF DEFAULT AND TERMINATION

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

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

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

- Failure to pay to the Mill any amount payable and due under this agreement within sixty (60) working days of the receipt of the bill/monthly purchase bill; or
- Failure to use reasonable diligence in operating, maintaining, or repairing UPPCL's interconnecting facilities, such that the safety of persons or property

For Mawana Sugars Limited

[Signature]
A.K. MEHRA
Authorised Signatory

[Signature]
G.M. (P.P.A.)
U. P. C. L.
Shakti Shewan Extn
Lucknow.

in general, or the Mills equipment or personnel are adversely affected; or

- Failure or refusal by UPPCL to perform its material obligations under this agreement; or
- Abandonment of its interconnection facilities by UPPCL or the discontinuance by UPPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Mill.

Except for failure to make any payment due, within sixty(60) working days of receipt of the monthly purchase bill, if an event of default by either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

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

UPPCL reserves the right to terminate this agreement upon one months notice to the Mill, if the Mill's facility fails to commence production of electric power within three months from the planned commercial operation date shown in Annexure 1 and UPERC has rejected the application of the Mill for extension of date.

23.0.0 COMMUNICATION

In order to have effective co-ordination between UPPCL and the Mill, a designated official shall be kept on duty round the clock by the Mill and UPPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Mill shall provide reliable and effective communication through wireless/hotline etc., between the Mill & the interconnecting sub-station of UPPCL and between the Mill and the ALDS. The Mill shall make provision for an RTU for remote monitoring of voltage, current and other related

For Mawana Sugars Limited

K. MEHRA
Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

electrical parameters, as may be required by the STU.

24.0.0 DISPUTES AND ARBITRATION

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

- a) Ex. Engineer, Electricity Transmission Division Meerut on behalf of UPPCL, and the authorised representative of the Mill would be empowered to delineate the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the UPPCL Deputy General Manager of the Transmission Circle under whose jurisdiction the Mill's plant is located.
- b) On receiving such information, the Dy. General Manager of the Transmission Circle of UPPCL in which the Mill is located, shall be required to personally meet the authorised representative of the Mill and the Executive Engineer of the concerned Transmission Division, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPPCL General Manager, Transmission, who has direct supervisory jurisdiction over the Dy. General Manager referred to above, with information to the Chief Executive of the Mill. Within 15 days of receipt of such notice, the General Manager and the Chief Executive of the Mill would be required to meet at the formers office and endeavour to settle the dispute within a further period of (30) thirty days. i.e. within a total period of 45 (forty-Five) days from the initial date of receipt of the notice by the General Manager.
- d) If the said dispute/dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the parties. UPERC shall be empowered to determine the exact nature and

For Mahana Sugars Limited

[Signature] 18/11/06
A. K. MEHRA
General Secy

[Signature] 18/11/06

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan, Lucknow

modalities of the procedure to be adopted in resolving the matter.

25.0.0 INDEMNIFICATION

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

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

26.0.0 ASSIGNMENT

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

27.0.0 FORCE MAJEURE

If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory

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

unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss resulting therefrom.

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

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

28.0.0 AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows: -

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

The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound. No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been obtained, and shall be obtained in the future as and when they become due.

29.0.0 LIABILITY AND DEDICATION

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

No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of UPPCL as a

For Mawana

[Signature]
A. K. Mishra
Authorised Signatory

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

public utility or constitute the Mill or the Mill's facility as a public utility.

30.0.0 NODAL AGENCY OF UPPCL

The Executive Engineer, Transmission Division, Meerut of the 132 KV Meerut sub-station of UPPCL shall act as a nodal agency for implementing this Agreement.

31.0.0 AMENDMENTS

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

32.0.0 BINDING EFFECT

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

33.0.0 NOTICES

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

THE EXECUTIVE ENGINEER,
Electricity Transmission Division, UPPCL:
Meerut
MILL:
M/s Mawana Sugars Limited,
(Unit – Mawana Sugar Works)..
P.O. Mawana
Distt. Meerut (U.P.)

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the M/s Mawana Sugars Limited (Unit- Mawana Sugar Works), Mawana Distt. Meerut or to the office of the Executive Engineer (Transmission) of UPPCL, as the case may be, at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

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

deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

Any party hereto may change its address for serving a written notice, by giving written notice of such change to the other party hereto.

34.0.0 EFFECT OF SECTION AND ANNEXURE HEADINGS

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

35.0.0 NON-WAIVER

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

36.0.0 RELATIONSHIP OF THE PARTIES

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

37.00 ENTIRE AGREEMENT

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

38.0.0 GOVERNING LAW

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

39.0.0 NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPPCL and the Mill acknowledge that both parties have contributed

For Mawana Sugars Limited

A. K. MENRA
Authorised Signatory

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

substantially and materially to the preparation of this Agreement.

40.0.0 APPROVALS

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

41.0.0 ANNEXURES

ANNEXURES 1, II, III, IV, V, VI, VII, VIII & IX ARE MADE A PART OF THIS AGREEMENT.

42.0.0 STANDARD FOR DECISION MAKING

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

Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorised Signatory

14/10/06

[Signature]
14/10/06

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

This Agreement is subject to the approval of UPERC.

IN WITNESS:

WHEREOF, UPPCL and the Mill have executed this agreement as of the 10th Day of Feb in the year 2006..

FOR THE MILL: *[Signature]*
NAME (A.K. Mehra) 19/2/06

DESIGN Executive Director (Operation) DESG GENERAL MANAGER (PPA)
ADD. M/s Mawan Sugars Limited. ADDRESS Shakti Bhawan Extension
Mawana, Distt. Meerut 14th Floor, 14, Ashok Marg
Lucknow

FOR UPPCL: *[Signature]* 19/2/06

NAME: (O.P. MALHOTRA)

WITNESSED BY: *[Signature]*

NAME: G. N. Agrawal
DESIGNATION: Additional General Manager
ADDRESS: Mawana Sugars Ltd
6th Floor, Kirti Mahal
Rajendra Place
New Delhi 110008

WITNESSED BY: *[Signature]*

NAME S. P. PANDEY
DESIGNATION Executive Svr
ADDRESS PPA.

ANNEXURE- I

THE MILL'S CO-GENERATION FACILITIES

1. THE MILL:

NAME: M/s Mawana Sugars Limited
(Unit -Mawana Sugar Works)

LOCATION: Mawana Distt. Meerut (U.P.)

CHIEF EXECUTIVE: Mr A.K. Mehra
CONTACT PERSON: Mr. Karan Singh
MAILING ADDRESS: P.O. Mawana
Distt Meerut (U.P.)

TELEPHONE NUMBER: 01233-275233,275772,275773

FAX NUMBER: 01233-275318

EMERGENCY TELEPHONE NUMBER: 011-25739103

PERMANENT MAILING ADDRESS: 6th Floor,Kirti Mahal,19 Rajendra Place,
New Delhi – 110 008

2. GENERATING EQUIPMENT:
BOILERS:

: 87 Bar 90 T/Hr., 42 Bar 75 T/Hr. and
2x35 T/Hr. and 32 Bar 2x50 T/Hr.

TURBO-GENERATOR SETS:
CO-GENERATION VOLTAGE:
SPEED:

19.1 MW, 8 MW 27.4 (existing, commenced
prior to 2005) + 27.1 (proposed)
6.3 KV
6500rpm

TYPE OF GOVERNOR:

Wood Ward

TRANSFORMER:

6.3/132KV,31.5 MVA

FIRST SYNCHRONISATION WITH 13 2KV Line.

(INITIAL OPERATION DATE):

November. 2006

COMMERCIAL OPERATION

December, 2006 (Expected)

Date.

For Mawana Sugars Limited

A. K. MEHRA 10/11/06
Authorized Signatory

G.M.
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Shewan Extn.
Lucknow.

3.0 STIPULATIONS RELATING TO THE FACILITIES:

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

For Mawana Sugars Limited

[Signature]
A. K. MENA
Authorised Signatory 16/2/06

[Signature]
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extd
Lucknow.

readily accessible to UPPCL personnel at all times.

4.0 Operating Procedures:

- 4.1 The Mill shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code 2000. The overall responsibility of operation and implementation of the UP Electricity Grid Code-2000 rests with the State Transmission Utility notified by the State Government.
- 4.2 The Mill's normal annual Maintenance shall be carried out from May to September.
- 4.3 The Mill shall notify UPPCL's interconnecting sub station and ALDS prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.

5.0 Single Line Diagram (Annexure IX) Attached.

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorized Signatory 18/2/06

[Signature] 18/2/06
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.

Annexure-II

1.0 Sale of and Accounting for Power

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

For Mawana Sugars Limited

[Signature]
10/2/06
Authorized Signatory

[Signature]
10/2/06
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn
Lucknow.

ANNEXURE III

SAMPLE MONTHLY PURCHASE BILL

INVOICE

For the Month of ,

Monthly Purchase Bill No.

Date

Name of Buyer: UPPCL

Name of the Mill:

Address:

Address:

Town:

Town:

District:

PIN Code:

PIN Code:

Tel. No.:

Fax:

Tel. No.:

Fax:

DESCRIPTION	QUANTITY	UNIT	PRICE
AMOUNT			
1. ENERGY SUPPLIED (KWh)			
2. ENERGY FOR PAYMENT (KWh)			

OTHER CHARGES

Less:

Add:

SUBTOTAL

TOTAL DUE

For Mill Ltd.

Verified by

Authorised Signator

Executive Engineer,
Transmission, UPPCL

For Mawana Sugars Limited

A. K. MENRA
Authorised Signatory

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extra
Lucknow.

ANNEXURE IV

INTERCONNECTION FACILITIES PROVIDED BY THE MILL

ITEMS	PROVIDED	NOT
-------	----------	-----

PROVIDEDLINE BAY/S

STRUCTURES

-do-

BUS BARS, CLAMPS AND CONNECTORS

-do-

GROUNDING GRID

-do-

ISOLATORS

-do-

CURRENT TRANSFORMERS

-do-

CIRCUIT BREAKERS

-do-

CONTROL CUBICLES

-do-

CONTROL CABLING

-do-

AC / DC POWER SUPPLY

-do-

COMMUNICATION EQUIPMENT

-do-

SYNCHRONISATION & PROTECTION FACILITIES

AUTOMATIC VOLTAGE REGULATOR

-

AUTO SYNCHRONISATION UNIT

-do-

CHECK SYNCHRONISATION RELAY

-do-

PROTECTION FOR INTERNAL FAULTS:

DIFFERENTIAL GENERATOR

-do-

DIFFERENTIAL UNIT TRANSFORMER

-do-

RESTRICTED EARTH FAULT

-do-

STATOR EARTH FAULT

-do-

ROTOR EARTH FAULT

--

Yes

INTER-TURN FAULT

--

Yes

OVER VOLTAGE

-do-

LOSS OF EXCITATION

-do-

UNDER VOLTAGE

-do-

REVERSE POWER

-do-

LOW FORWARD POWER RELAY

-do-

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

PROTECTION AGAINST GRID FAULTS

	Provided	Not Provided
MINIMUM IMPEDANCE		
(DISTANCE PROTECTION RELAY)	-do-	
UNBALANCE (NEGATIVE PHASE SEQUENCE)	-do-	
O/C & E/F (UNIT TRANSFORMER)-LT & HT	-do-	
OVERLOAD ALARM	-do-	
OVERFLUXING RELAY	-do-	

PROTECTION AGAINST GRID DISTURBANCES:

	Provided	Not Provided
UNDER FREQUENCY	-do-	
OVER FREQUENCY	-do-	
POLE SLIP	-do-	-

For Mawana Sugars Ltd.

A. K. Mehta
Authorised Signatory

10/2/06

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

ANNEXURE V

BILL METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE:

TALUKA:

DISTRICT:

STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING

IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

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

MILL

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn
Lucknow.

ANNEXURE VI

CHECK METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE:

TALUKA:

DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING
READING

IMPORT METER

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

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

MILL

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited

A. K. MEHRA
Authorized Signatory

10/01/06

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

ANNEXURE VII

DAILY CO-GENERATION REPORT

Name and Address of Mill:

Date:

Installed Co-generation Capacity:

MW

Active Power, KWh

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

Total (for each column)

Summary:

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

AUTHORISED REPRESENTATIVE OF THE MILL

To:

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

For Mawana Sugars Limited

Authorised Signatory



G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn.

Lucknow.

Annexure VIII

MONTHLY TRIPPING REPORT (CO-GENERATION)

Name and Address of the Mill:

Installed Co-generation Capacity:

MW

Date of First Commissioning (Synchronising):

Date of Commercial Operation:

Date of Synchronising

Progressive Days (Co-generation):

Days

TRIPPING ON FAULT:

S N	Tripping		RELAY OPERATE D	REASON FOR TRIPPING			SYNCHRONIZATI ON		Total Time Lost		RE MA RK S
	Date	Time		Mech.	Electrical	Other	Date	Time	Hr	Min	
		Hr. Min						Hr Min			

PLANNED & FORCED OUTAGE:

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

Progressive Days:

Time Lost:

During

Month

Year

Since First Commissioning


AUTHORISED REPRESENTATIVE OF THE MILL

To:

1. Concerned ALDS, UPPCL

2. Executive Engineer, Transmission, UPPCL

For Mawana Sugars Limited


 A. K. MEHRA
 Authorised Signatory

G.M. (P.P.A.)

U. P. P. C. L.

Shakti Bhawan Extn

Lucknow.

OFFICE OF THE DEPUTY GENERAL MANAGER
ELECTRICITY SUBSTATION DESIGN CIRCLE-II
U.P.P.C.L. 13TH FLOOR, SHAKTI BHAWAN EXTN.
14-AHOK MARG, LUCKNOW

No. 10 - ESDC-II/Mawan Sugar Mill

Dated : Jan. 18, 06

Sub : Approval of single line diagram of M/s Mawan Sugar Mill, M/s Nangamul Sugar Mill and M/s Titawi Sugar Mill complex at 132 KV s/s Mawana; 132 KV s/s Nangli Kithore and at 132 KV s/s Lalu Kheri, respectively.

General Manager (P.P.A.) Directorate,
U.P. Power Corporation Ltd.,
14th Flr. Shakti Bhawan Extn.
LUCKNOW-226 001

Kindly refer your letter no. 32 dated 10/01/06 vide which you have forwarded 'single line diagram' submitted by M/s Mawan Sugar Mill, M/s Nangamul Sugar Mill and M/s Titawi Sugar Mill complex to this office. In this regard it is to intimate that the single line diagrams related to the power evacuation at 132 KV s/s Mawana, 132 KV s/s Nangli Kithore and 132 KV s/s Lalu Kheri are generally in order, subject to the following conditions :-

1. 132 KV 3-core CTs of 0.2 accuracy class shall be strictly as per our specifications as follows :
 - (a) 400-200-100/1-1-1 A.
 - (b) VA Burden :
 - (i) Core-I : 20 VA
 - (ii) Core-II & III : PS class.
 - (c) Knee Point Voltage :
 - (i) 1100 Volts at 400 A Tap (PS Class)
 - (ii) 40 milli Amp at 200-100/1A (PS class)
 - (d) Max. exciting current : 20 milli Amp at 400 Tap (PS class).
 - (e) Max. secondary winding resistance :
 - (i) 5 Ohm at 400 Amp Tap (PS class)
 - (ii) 2.5 Ohm 200-100/A Tap (PS class)
 - (f) Short time current rating : 25 KA rms for ^{one} second.
2. Isolator (I.I. & B.I) : should be of 1250 Amp
3. CVT : In single line diagram PT has been provided whereas it should be 145 KV CVT as per our specification given below :
 - (a) 0.2 accuracy class VA burden I & II winding (Protection) - 50.
 - (b) Winding III : Metering - 50 VA
 - (c) Simultaneous Burden : 75 VA
 - (d) Rating : 132 KV/ /3 ; 110 KV//3; 110 KV/ /3
4. Metering system i.e. Tariff metering is not in our scope.

Submitted for your kind information and necessary action.

Dated : 18.01.06

Er. S.P. Pandey, EE

G.M. (P.P.A.)

For Mawan Sugars Limited

Authorised Signatory

(BHAGWAN DAS)
DY. GENERAL MANAGER

G.M. (P.P.A.)
U.P.P.C.L.

Shakti Bhawan Extn.
Lucknow.

132 KV BAY AT UPPCL SUB STATION

132KV OVERHEAD LINE FROM MAWANA SUGAR WORKS

LIGHTNING ARRESTOR WITH DISCH. COUNTER
RATING : 120KV
NOM DISCHARGE CURRENT 10KA

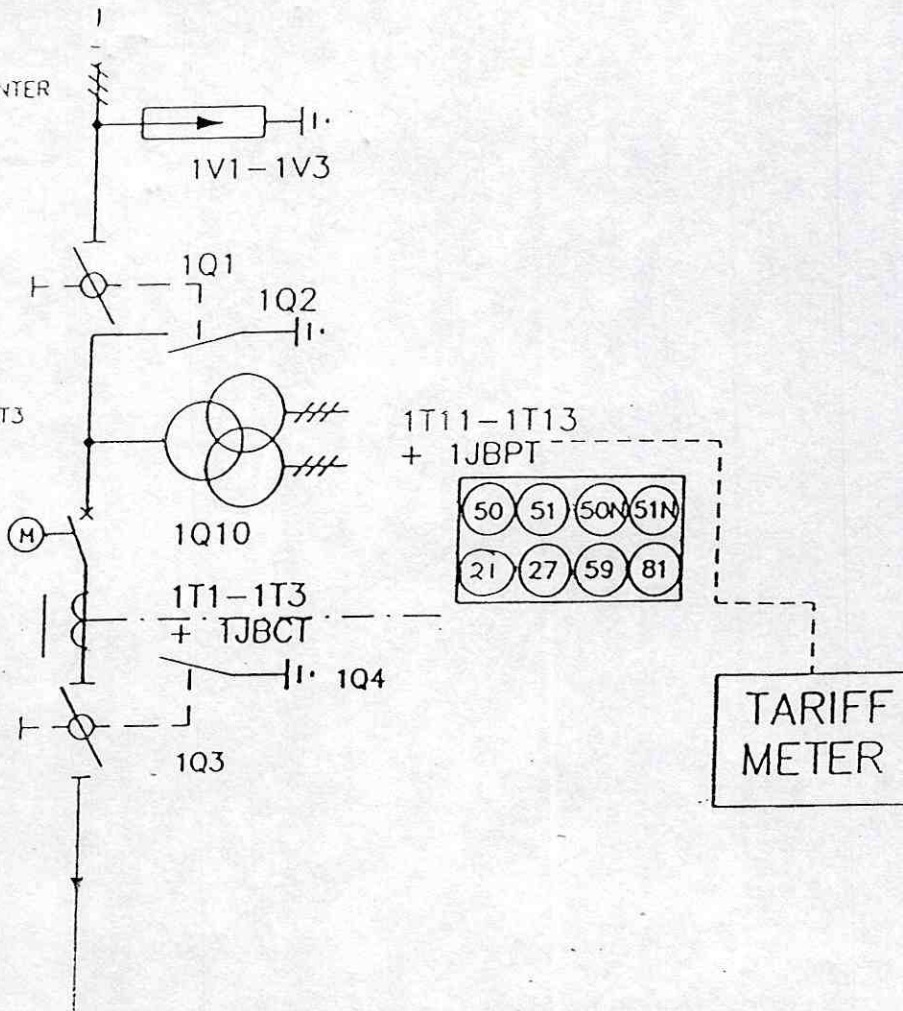
ISOLATOR WITH EARTH SWITCH
RATING : 800A, 132KV

POTENTIAL TRANSFORMER
RATING : 132KV/RT3/110V/RT3/110V/RT3
CLASS : 0.2-3P/0.2-3P
BURDEN : 50VA/50VA

CIRCUIT BREAKER, SF6
RATING : 3150A, 132KV, 31.5KA

CURRENT TRANSFORMER
RATING : 125-150/1-1-1-1A
CLASS : 0.2/0.2/5P20/5P20
BURDEN : 20VA/20VA/20VA/20VA

ISOLATOR WITH EARTH SWITCH
RATING:800A,132KV



132 KV BUS AT UPPCL SUB STATION

AT MAWANA

For Mawana Sugars Limited

[Signature]
1.12.06

[Signature]
10/12/06

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



उत्तर प्रदेश UTTAR PRADESH



POWER PURCHASE AGREEMENT BETWEEN
M/s Mawana Sugars Limited
AND
Paschimanchal Vidyut Vitran Nigam Limited

THIS DEED OF AGREEMENT is made this ^{10th} day of Feb. 2006 (hereinafter called the "Effective Date") by and between M/s Mawana Sugars Limited registered under the Companies Act 1956 and having its registered office at 6th Floor, Kirti Mahal, 19, Rajendra Place, New Delhi - 110 008 hereinafter called the "Mill", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the first part and the Paschimanchal Vidyut Vitran Nigam Limited, a Company registered under the Company's Act, 1956, having its Registered Office at Victoria Park, Meerut hereinafter called "PVVNL", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the second part.

For Mawana Sugars Limited

(Signature)
A. K. MEHTA
Authorised Signatory

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

WHEREAS, the Mill is engaged in the business of Sugar Manufacturing and other incidental businesses (Unit – Naglamal Sugar Complex) situated at Nanglamal, Distt. Meerut in the State of Uttar Pradesh, more fully described in Annexure I attached hereto and made a part hereof and,

“Whereas PVVNL is an operating public utility in the State of Uttar Pradesh and has license to supply power in earmarked part of State and whereas the PVVNL in its Board of Directors meeting held on 24/08/05 has authorised U.P. Power Corporation Ltd. to execute/sign the power purchase agreement and also authorised U.P. Power Corporation Limited (herein after called UPPCL) to do the necessary relevant works on behalf of PVVNL. As such, all the obligations under this agreement are being undertaken by UPPCL on behalf of PVVNL till further intimation by GOUP/PVVNL.”

WHEREAS, the Mill desires to produce electric power mainly by using bagasse and supply part of the electric power so generated by the Mill's facility at its sugar unit at Distt. Meerut to UPPCL, and has approached the U.P. Power Corporation for permission to do so, and

Whereas, the Mill has undertaken to implement the power generation by installing Plant and Equipment having co-generation/Renewable capacity of 20 MW at its production facility and to complete erection, installation and commissioning of the said capacity and make it operational as per schedule given in Annexure -I, and

Whereas, the Mill desires to sell surplus Power generated in the Mill's facility after its own captive use, i.e 11 M.W. and UPPCL agrees to purchase all such Power offered by the Mill for sale, under the terms and conditions set forth herein.

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

1.0.0 Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Indian Electricity Act, 1910, Electricity (Supply) Act, 1948, Electricity Act - 2003, UP Electricity Reforms Act, 1999 and U.P. Electricity Grid Code-2000, as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

For Mawana Sugars Limited

[Signature]
Authorised Signatory

[Signature]
10/08/06

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

- 1.1 ALDS; means Area Load Dispatch Centre.
- 1.2 Bill Meter; means Import and Export Meter on the basis of which energy purchase Bills shall be raised by the Mill/UPPCL.
- 1.3 Co-Generation; is defined as a process which simultaneously produces two or more forms of useful energy (e.g. electric power and steam, electric power and shaft (mechanical) power etc.). The qualifying requirements for a process to be termed as co-generation shall be determined in accordance with the Ministry of Power resolution No. A-40/95-IPC-1 dt. 6.11.96.
- 1.4 Check Meter; means a Meter for performing a check on the accuracy of the Bill Import/Export Meter.
- 1.5 Date of Commercial Operation; means the date on which supply of Energy is commercially commenced by the Mill to UPPCL.
- 1.6 Export Meter; means Special Energy Meter for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Mill from UPPCL's Grid Sub-Station.
- 1.7 Energy Account Month; means "Period from date of Meter reading in previous month to date of Meter reading in following month" not exceeding 35 days.
- 1.8 Grid Sub Station means UPPCL Sub Station of 132 KV or higher voltage connected to the grid.
- 1.9 Import Meter; means Special Energy Meter for Measurement of Active Energy, Maximum demand and Power factor for Energy Imported into UPPCL's Grid from the Mill.
- 1.10 L.C.; means "revolving and self - replenishing Letter of Credit".
- 1.11 Purchase Bill; means a bill raised, that includes all charges to be paid by UPPCL with respect to sale of Power by the Mill to UPPCL.
- 1.12 S.T.U.; means State Transmission Utility as notified by the UP Government.
- 1.13 TOD; means "Time of day", for the purpose of Metering.
- 1.14 UPERC; means the U.P. Electricity Regulatory Commission.

2.0.0 EVACUATION OF SURPLUS POWER

Power Purchase and Sale

- 2.1.1 UPPCL on behalf of PVVNL shall accept and purchase all power made available directly to UPPCL's system from the Mill's facility in accordance with the terms and conditions of this agreement, which will be revised/superseded by the terms and conditions as declared by UPERC under new policy. In the case of inconsistency between provision of this agreement

For Mawana S.

[Signature]
A. K. MEHRA
Authorised Signatory

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

and UPERC's declared policy, the provisions of UPERC's policy would apply. The purchase rates (Rs./Unit) for power mentioned below would be applicable under this agreement :-

Tariff Year

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

The above purchase rates are applicable for sale of electricity during crushing season, which will be normally for a span of continuous six (6) months in a year commencing from October or so. However, during off season, an incentive of 3 paise per unit would be admissible subject to the following conditions :-

- a) The plant has achieved the target PLF of above 60% for the respective financial year.
- b) Units supplied in excess of the target PLF of 60% during the off season period shall be eligible for the incentive.
- c) The payment of incentive shall be made alongwith the settlement of the bill for the units supplied in the month of March.

All taxes, duties and other levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be borne and payable by the Mill, while those relating to sale of electricity, shall be borne and payable by UPPCL.

2.1.2 The price as per Clause 2.1.1 shall apply even in the event of any other fuel or fuels being used to supplement Bagasse.

2.1.3 The rate applicable to any supply of electricity by UPPCL to the Mill shall be as per the existing tariff agreement for supply of power executed between UPPCL and the Mill. The payment to UPPCL under the agreement shall remain unaffected and shall not be linked to obligations of the parties under this Agreement. If the Mill is not a consumer of UPPCL it shall pay UPPCL

For Mawana Sugars Limited

A. K. MEHRA
A. K. MEHRA
Authorised Signatory

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

for the power exported by at a rate which shall be double the normal high tension industrial (Presently classified as HV2 category) tariff for the actual units consumed along with demand charges etc. Minimum consumption guarantee charge provisions shall not apply.

2.1.4 UPPCL shall not make any payment for the Energy received in excess of 110% of the contracted Capacity at any point of time.

2.1.5 Sale of and accounting for Power shall be governed by the provisions set out in Annexure-II.

3.0.0 MAINTENANCE REQUIREMENT OF THE MILL

The Mill's annual Maintenance schedule shall normally be from May to September. The Mill shall inform UPPCL and the STU regarding the Maintenance schedule in accordance with provisions of the UP Electricity Grid Code-2000.

4.0.0 SUPPLY PLAN

The Mill shall furnish to UPPCL and the State Transmission Utility a Supply Plan and other information, as required in the UP Electricity Grid Code-2000 or as desired otherwise.

5.0.0 BILLING PROCEDURE AND PAYMENTS

5.1.0 The Mill shall raise monthly purchase Bills based on the monthly joint meter reading in the Bill Meter at the UPPCL end

5.2.0 The Monthly Purchase Bill shall be delivered to the Nodal Officer of UPPCL at its designated office on or before the fifth (5th) working day of the following month hereinafter called the Monthly Purchase Bill date. UPPCL shall make full payment against such Monthly Purchase Bills to the Mill within thirty (30) working days of the receipt of the Monthly Purchase Bill. In case of any dispute regarding the bill, UPPCL shall inform the Mill about the same within fifteen days of receipt of the bill. Rebate @ 2.5% would be admissible if payment is made within thirty (30) working days through cheque/Draft/L.C. or any other mode agreed upon. Format of the Monthly Purchase Bill is given in Annexure III attached hereto and made a part hereof..

5.3.0 The Mill may exercise the option of receiving payment through a revolving, self-replenishing, letter of credit of a value equal to the billable amount

For Mawana Sugars

A. K. MEHRA
Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

corresponding to the maximum amount of energy envisaged to be supplied in any one month, opened in the favour of the Mill. In this event, the L.C. opening and maintenance charges shall be borne by the Mill.

6.0.0 PARALLEL OPERATIONS

UPPCL shall allow the Mill to interconnect and operate in parallel with UPPCL's system, subject to the provisions of this Agreement and the UP Electricity Grid Code -2000.

7.0.0 CO-GENERATION FACILITIES OWNED AND OPERATED BY THE MILL

The Mill shall furnish, install, own, operate, and maintain the equipment described, at greater length, in Annexure I. The Mill shall follow such operating procedures on its side of the electric interconnection with UPPCL's system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, STU practices, provisions of the UP Electricity Grid Code-2000, and other related guidelines, if any, issued by UPERC, UPPCL, STU and the concerned Transmission licensee.

In the event any fuel or fuels are used to supplement bagasse, the fuel linkage shall be the responsibility of the Mill. The usage shall not be in excess of the limit set by the Ministry of Power to qualify under the renewable category. No pass through of cost on account of this shall be permitted on either side.

All electrical equipments shall be furnished and installed to be in compliance with the requirements of the Director of Electrical Safety, Government of Uttar Pradesh.

The Mill further agrees to make no material changes or additions to its facility, which may have an adverse effect on UPPCL's system, or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPPCL's prior written consent. UPPCL agrees that such consent shall not be unreasonably withheld.

Without prejudice to the foregoing, the Mill shall install, operate, and maintain its facility in accordance with accepted good engineering practices in the electric industry. The Mill's operation and Maintenance schedules and staffing shall be adequate to meet this standard at all times.

UPPCL shall follow such operating procedures on its side of the electric

For Mawana Sugars Limited

[Signature]
A. K. MEHRA 10/2/06
Authorized Signatory

[Signature]
G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

interconnection point with the Mill, as required to receive Power from the Mill's facility, without avoidable interruptions or adverse consequences on the Mill, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

8.0.0 INTERCONNECTION FACILITIES

Power from the Mill shall be transmitted at 132 KV through a 132KV line from the Mill located at Nanglamal Distt. Meerut The Power so transmitted shall be interfaced with UPPCL's 132 KV grid sub-station located at Nagli Kithoor.

For the evacuation through a 132 KV line, 100% of the cost of the 132 KV line from the Mill to the designated sub-station of UPPCL would be borne by Mill. In addition, the entire cost of interfacing at both ends (the Mill and UPPCL), the remaining Transmission system, including work at the UPPCL Sub-Station, cost of bay, tie- line, if any, and replacement/up-gradation of existing equipment, if any, would be borne by the Mill. The cost of the Transmission line would be borne by the Mill as per the above provisions. The work relating to Transmission and interfacing within the Mill premises shall be done by the Mill.

The construction of the Transmission Line and other supporting works indicated above, as the case may be, for evacuation of power, shall be done by UPPCL or the Mill, at the latter's discretion. When the work is undertaken by the Mill, it shall be under the supervision of UPPCL on the payment of 15% of the cost of the work as per Corporation's estimate by the Mill to UPPCL towards supervision. The technical and other specifications of the work shall be finalized with UPPCL's approval and be in accordance with standards and specifications laid by UPPCL. Construction of 132 KV lines, for which the cost of the line is borne by Mill, shall also be done by UPPCL or the Mill, at the latter's discretion. The supervision cost for transmission line only for such ventures, shall not exceed 15% of the total cost of the line. Such lines constructed for the evacuation of power from the Mill, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Mill and UPPCL, with the approval of UPERC. Existing transmission/distribution lines of UPPCL may be utilized for evacuation of power from the Mill to the Grid sub-station, on the basis of a mutual agreement between the Mill and UPPCL, with the approval of UPERC. Notwithstanding the above, the work of interfacing at UPPCL 's Sub-Station will be done by UPPCL only whose entire cost shall be borne by the Mill.

The Maintenance of equipment at the generating end shall be done by the Mill to the satisfaction of UPPCL. The Maintenance of 132 KV lines and terminal

FOR W. J. S. S. S. S.

[Signature]
19/06

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

equipment at the UPPCL sub-station shall be done by UPPCL. The Mill shall be liable to pay annual Maintenance charge @ 1.5% of the total cost incurred on the power evacuation system inclusive of line, bay and interfacing at UPPCL's Grid Sub-Station, to UPPCL for the first year. The Maintenance charges for the subsequent years shall increase in the same proportion as the increase in the wholesale price index published by the authorised agency of the Government of India, subject to the proviso that the increase shall not exceed 5% in any year. The amount for Maintenance charges would be adjusted from the Power Purchase Billed amount due to the Mill for the first month of the financial year.

Any work to be done by the Mill shall be only with a specific approval and on the basis of approved drawings and specifications from UPPCL. On the completion of work final approval shall be obtained from UPPCL. Any other required statutory clearances/compliance would be obtained by the Mill.

The Mill shall consult UPPCL on the scheme for protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system installed by the Mill shall be checked and approved by UPPCL.

Without limiting the foregoing, the Mill and UPPCL shall install, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code-2000. The Mill operation and maintenance schedules, and staffing shall be adequate to meet this standard at all times.

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

9.0.0 PROTECTIVE EQUIPMENT & INTERLOCKING

The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Mill shall not adversely reflect on or affect UPPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Mill's breaker trips first to protect the equipment. Prior to adopting it the Mill shall obtain approval of UPPCL for the protection logic of the generator system and the synchronisation scheme.

It shall be the responsibility of the Mill to install equipment to eliminate feeding of

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Shivan Extn.
Lucknow.

reverse power from the Grid to the Mill's system.

10.0.0 TECHNICAL ASSISTANCE BY UPPCL & MILL'S RESPONSIBILITY

On request, UPPCL shall provide reasonable technical assistance to the Mill in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Mill, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Mill's premises. Notwithstanding the above, UPPCL shall not be responsible for any damage caused to the electrical system/generating set of the Mill, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

11.0.0 ARRANGEMENTS AT THE POINT OF SUPPLY

The Mill shall make all arrangements for paralleling the set/s with UPPCL's grid in consultation with and to the satisfaction of UPPCL, subject to the approval of the Director of Electrical Safety, Government of Uttar Pradesh.

12.0.0 SYNCHRONISATION

The Mill shall synchronise its power generating set in consultation with the Executive Engineer, Transmission, in-charge of the 132KV Nangli Kithoor Sub-Station of UPPCL/STU and as per provisions of the UP Electricity Grid Code-2000. The Mill shall give seven (7) days prior intimation of the synchronisation programme to the Nodal Officer:

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

UPPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Mill due to failure of the synchronising or the protective system provided by the Mill.

13.0.0 LIAISON WITH & ASSISTANCE FROM UPPCL

The Mill shall closely liaise with the Nodal Officer of UPPCL and the STU during the period of Co-generation. During the period this Agreement is in force, the Mill shall inform the date of commencement of delivery of power to the designated officials of UPPCL and STU one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If

For Mawana Sugars Limited

A. K. MEHRA
Authorized Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

requested by the Mill, UPPCL shall extend assistance for testing, subject to the condition that the Mill shall pay the charges for such assistance to UPPCL, if so indicated by the concerned Test Division of UPPCL. This charge shall be reasonable and be based on the man-hours devoted by UPPCL staff and their usual levels of remuneration, and UPPCL equipment used.

14.0.0 METERING

The Mill shall supply, two identical sets of frequency sensitive, ABT Compatible special energy meters, complete with Meter Reading Instrument(MRI) and Modem Facility with the facility for downloading data to measure the quantity and time details of the Power exported from and imported into the Mill, conforming to the specifications approved by UPPCL, along with all necessary associated equipment. These meters shall be installed and maintained by UPPCL. These meters shall be installed at the grid substation of UPPCL at the interconnection point. One set of export/import meters shall be termed the "Bill Meter" and other set will serve as the "Check Meter". The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard.

The meter readings shall be recorded in the format given in Annexure V & VI. The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.

UPPCL shall test all the metering equipment for accuracy, in the presence of a representative of the Mill, if the Mill elects to have a representative present, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.

The meter test results shall be jointly certified by UPPCL's designated representative and the representative of the Mill. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPPCL and the Mill.

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

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

For Mawana Sugars Limited

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

- (i) UPPCL side - The Executive Engineer, Electricity Transmission Division, Meerut and Executive Engineer, Electricity Test & Commissioning Division jointly, with the proviso that one of the two may depute one of their Assistant Engineers if he is unable to be present due to an emergent situation.
- (ii) Mill side - Authorised representative of the Mill.

The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.

If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Power Purchase Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Power Purchase Bill of that month.

During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPPCL. For this purpose, one spare set of meters would be required to be available with the Mill at all times.

If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.

In the event there is a failure of metering that prevents the availability of readings

For Mawana Sugars Limited

A. K. MENRA
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that are usable for billing purposes then Power consumption shall be computed on the basis of data available with the Energy Audit cell of UPPCL and subject to approval of UPERC.

15.0.0 ACCEPTANCE AND APPROVAL OF UPPCL

UPPCL's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on UPPCL's existing policies and practices.

16.0.0 COMMISSIONING OF CO-GENERATION FACILITIES

The Mill shall commission the co-generation facility and synchronise it with UPPCL's grid by Dec.06'.

In exceptional circumstances, UPERC may agree to extend the commissioning date at the request of the Mill or UPPCL.

17.0.0 CONTINUITY OF SERVICE

Normally, supply of generated electricity from the Mill shall be governed by instructions from the concerned area load dispatch centre, as per the provisions of the UP Electricity Grid Code-2000. However, UPPCL may require the Mill to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

17.1.0 Repair and/or Replacement and/or Removal of UPPCL'S equipment or any part of its system that is associated with the Mill's facility; and/or

17.2.0 Endangerment of Safety: If UPPCL determines that the continued operation of the facility may endanger the safety of UPPCL's personnel or integrity of UPPCL's electric system, or have an adverse effect on the provision of electricity to UPPCL's other consumers/customers; and/or

17.3.0 Force Majeure Conditions: (defined in 27.0.0 below)

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

Before disconnecting the Mill from UPPCL's system, UPPCL shall, except in the

For the purpose of Supply, Limited

[Signature]
19/10/06
MILWA
AUGUST 2006

[Signature]
G.M. (P.P.A.)
U. P. P. C. L.
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Lucknow.

case of an emergent situation, give advance intimation to the Mill through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPPCL shall immediately notify the mill by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPPCL shall not be obligated to accept or pay for any power from the Mill.

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

UPPCL shall avoid scheduling any event described in 17.1.0 above, to the extent reasonably practical, during the Mill's operations. Where the scheduling of such an event during the Mill's operations cannot be avoided, UPPCL shall provide the Mill with fifteen days advance notice in writing to enable the Mill to cease delivery of Power to UPPCL at the scheduled time.

In order to allow the Mill's facility to remain on-line and to minimise interruptions to Mill operations, the Mill may provide automatic equipment that will isolate the Mill's facility from UPPCL's system during major system disturbances.

18.0.0 DAILY/MONTHLY/ANNUAL REPORT

The Mill shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the UP Electricity Grid Code-2000 or desired by the STU/UPPCL.

19.0.0 INSPECTION

Inspection of premises of the Mill by UPPCL officials without prior permission or intimation to the Mill shall be permissible during normal office working hours of the Mill.

20.0.0 CLEARANCES, PERMITS AND LICENSES

The Mill shall obtain, at their expense, all authorisations, permits, and licences required for the construction, installation and operation of the Mill's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. UPPCL shall provide reasonable assistance to the Mill to obtain the

For Mawana Sugars Limited

A. K. MEHRA
Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.
Shakti Shawan Extn.
Lucknow.

same if so requested by the Mill. Cost incurred for these clearances shall be borne by the Mill.

21.0.0 DURATION

Except where terminated by default, this agreement shall be valid for ten (10) years from the effective date of the agreement.

22.0.0 EVENTS OF DEFAULT AND TERMINATION

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

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

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

- Failure to pay to the Mill any amount payable and due under this agreement within sixty (60) working days of the receipt of the bill/monthly purchase bill; or
- Failure to use reasonable diligence in operating, maintaining, or repairing

For Mawana Sugars Limited

A. K. MEHRA
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UPPCL's interconnecting facilities, such that the safety of persons or property in general, or the Mills equipment or personnel are adversely affected; or

- Failure or refusal by UPPCL to perform its material obligations under this agreement; or
- Abandonment of its interconnection facilities by UPPCL or the discontinuance by UPPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Mill.

Except for failure to make any payment due, within sixty(60) working days of receipt of the monthly purchase bill, if an event of default by either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

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

UPPCL reserves the right to terminate this agreement upon one months notice to the Mill, if the Mill's facility fails to commence production of electric power within three months from the planned commercial operation date shown in Annexure 1 and UPERC has rejected the application of the Mill for extension of date.

23.0.0 COMMUNICATION

In order to have effective co-ordination between UPPCL and the Mill, a designated official shall be kept on duty round the clock by the Mill and UPPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Mill shall provide reliable and effective communication through wireless/hotline etc., between the Mill & the interconnecting sub-station of UPPCL and between the Mill and the

For Mawana Sugars Limited

[Signature]
A. K. MENRA
Authorized Signatory 10/2/06

[Signature]
10/2/06

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

ALDS. The Mill shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

24.0.0 DISPUTES AND ARBITRATION

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

- a) Ex. Engineer, Electricity Transmission Division Meerut on behalf of UPPCL, and the authorised representative of the Mill would be empowered to delineate the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the UPPCL Deputy General Manager of the Transmission Circle under whose jurisdiction the Mill's plant is located.
- b) On receiving such information, the Dy. General Manager of the Transmission Circle of UPPCL in which the Mill is located, shall be required to personally meet the authorised representative of the Mill and the Executive Engineer of the concerned Transmission Division, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPPCL General Manager, Transmission, who has direct supervisory jurisdiction over the Dy. General Manager referred to above, with information to the Chief Executive of the Mill. Within 15 days of receipt of such notice, the General Manager and the Chief Executive of the Mill would be required to meet at the formers office and endeavour to settle the dispute within a further period of (30) thirty days. i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the General Manager.
- d) If the said dispute/dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the parties. UPERC shall be empowered to determine the exact nature and

For Mawana Sugars Limited

[Signature]
A. K. MEHRA 19/2/06
Authorised Signatory

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

modalities of the procedure to be adopted in resolving the matter.

25.0.0 INDEMNIFICATION

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

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

26.0.0 ASSIGNMENT

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

27.0.0 FORCE MAJEURE

If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest,

For Mawana Sugars Limited

[Signature]
19/2/06
Authorised Signatory

[Signature]
G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow

epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss resulting therefrom.

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

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

28.0.0 AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows: -

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


The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound. No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been obtained, and shall be obtained in the future as and when they become due.

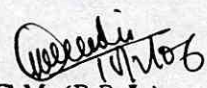
29.0.0 LIABILITY AND DEDICATION

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

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

For Mawana Sugars Limited


A. K. MEHRA
Authorised Signatory


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

30.0.0 NODAL AGENCY OF UPPCL

The Executive Engineer, Transmission Division, Meerut of the 132 KV Nangli Kithoor sub-station of UPPCL shall act as a nodal agency for implementing this Agreement.

31.0.0 AMENDMENTS

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

32.0.0 BINDING EFFECT

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

33.0.0 NOTICES

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

THE EXECUTIVE ENGINEER,
Electricity Transmission Division, UPPCL:

Meerut

MILL:

M/s Mawana Sugars Limited.

(Unit – Naglamal Sugars Complex.)

Village Nanglamal P.O. Maukhas Distt Meerut

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the M/s Mawana Sugars Limited(Unit – Naglamal Sugar Complex) Village Nanglamal P.O. Maukhas Distt or to the office of the Executive Engineer (Transmission) of UPPCL, as the case may be, at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorized Signatory

[Signature]
18/12/06

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

Any party hereto may change its address for serving a written notice, by giving written notice of such change to the other party hereto.

34.0.0 EFFECT OF SECTION AND ANNEXURE HEADINGS

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

35.0.0 NON-WAIVER

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

36.0.0 RELATIONSHIP OF THE PARTIES

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

37.00 ENTIRE AGREEMENT

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

38.0.0 GOVERNING LAW

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

39.0.0 NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPPCL and the Mill acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

40.0.0 APPROVALS

Wherever approvals from either UPPCL or the Mill are required in this

For Mavana Sugars Limited

A. MEHRA
Authorized Signatory

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

Agreement, it is understood that such approvals shall not be unreasonably withheld.

41.0.0 ANNEXURES

ANNEXURES I, II, III, IV, V, VI, VII, VIII & IX ARE MADE A PART OF THIS AGREEMENT.

42.0.0 STANDARD FOR DECISION MAKING

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

Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

This Agreement is subject to the approval of UPERC.

IN WITNESS:

WHEREOF, UPPCL and the Mill have executed this agreement as of the 10th Day of February in the year 2006..

FOR THE MILL:

NAME (A.K. Mehra) *10/2/06*
DESIGNATION: Executive Director (Operation)
ADD. M/s Mawana Sugars Limited
(Unit -M/s Naglamal Sugar Complex.)
Distt Meerut

FOR UPPCL:

NAME: (O.P. MALHOTRA)
DESIGNATION: GENERAL MANAGER (PPA)
ADD. Shakti Bhawan Extension
14th Floor, 14, Ashok Marg
Lucknow

WITNESSED BY: *S. N. Agrawal*

NAME: *G. N. Agrawal*

DESIGNATION: *Additional General Manager*

ADDRESS: *6th Floor, Kirti Mahal
Rajendra Place
New Delhi 110008*

WITNESSED BY: *S. P. Pandey*

NAME: *S. P. PANDAY*

DESIGNATION: *Executive Engineer*

ADDRESS: *PPA*

ANNEXURE- I

THE MILL'S CO-GENERATION FACILITIES

1. THE MILL:

NAME: M/s Mawan Sugars Limited
(Unit- Naglamal Sugar Complex)

LOCATION: Village Nanglamal & P.O.Maukhas
Distt Meerut (U.P.)

CHIEF EXECUTIVE: Mr A.K. Mehra
CONTACT PERSON: Mr. Rajesh Bhargav
MAILING ADDRESS: Nanglamal Villaga Nanglamal &
P.O. Maukhas, Distt. Meerut (U.P.)

TELEPHONE NUMBER: 0121-2450565,2450597,2451613

FAX NUMBER: 0121-2882304
EMERGENCY TELEPHONE
NUMBER: 011-25739103
PERMANENT MAILING
ADDRESS: 6th Floor,Kirti Mahal,19 Rajendra Place,
New Delhi – 110 008.

2. GENERATING EQUIPMENT:

BOILERS: : 87Bar 120 T/Hr.,32 Bar 35 T/Hr.

TURBO-GENERATOR SETS: 20 MW, 3.4 MW 6.2 MW (existing, converted in
Dec 05) + 20 MW (Proposed)

CO-GENERATION VOLTAGE: 11KV
SPEED: 6500rpm

TYPE OF GOVERNOR: Wood Ward - Electronic

TRANSFORMER: 11/132KV, 20 MVA

FIRST SYNCHRONISATION WITH 132KV Line

(INITIAL OPERATION DATE): November 2006
COMMERCIAL OPERATION December 2006 (expected)

For Mawana Sugars Limited

A.K. Mehra
A.K. MEHRA
Authorised Signatory

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

3.0 STIPULATIONS RELATING TO THE FACILITIES:

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

For Mawana Sugars

A. K. MEHRA
19/4/06
Authorised Signatory

(Signature)
19/4/06
G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

accessible to UPPCL personnel at all times.

4.0 Operating Procedures:

- 4.1 The Mill shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code 2000. The overall responsibility of operation and implementation of the UP Electricity Grid Code-2000 rests with the State Transmission Utility notified by the State Government.
- 4.2 The Mill's normal annual Maintenance shall be carried out from May to September.
- 4.3 The Mill shall notify UPPCL's interconnecting sub station and ALDS prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.

5.0 Single Line Diagram (Annexure IX) Attached.

For Mawana Sugars Ltd.

A. K. MEHRA
Authorized Signatory

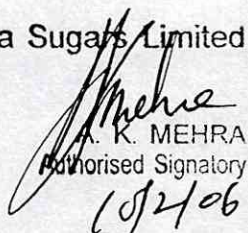
G.M. (P.P.A.)
U. P. P. C. L.
Shakti Shewan Extra
Lucknow.


Annexure-II

1.0 Sale of and Accounting for Power

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

For Mawana Sugars Limited


A. K. MEHRA
Authorised Signatory
10/2/06


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

ANNEXURE III

SAMPLE MONTHLY PURCHASE BILL

INVOICE

For the Month of ,

Monthly Purchase Bill No.

Date

Name of Buyer: UPPCL

Name of the Mill:

Address:

Address:

Town:

Town:

District:

PIN Code:

PIN Code:

Tel. No.: Fax:

Tel. No.:

Fax:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. ENERGY SUPPLIED (KWh)			
2. ENERGY FOR PAYMENT (KWh)			

OTHER CHARGES

Less:

Add:

SUBTOTAL

TOTAL DUE

For Mill Ltd.

Verified by

Authorised Signator

Executive Engineer,
Transmission, UPPCL

For Mawana Sugars Limited

A. K. MEHTA
Authorised Signatory

19/2/06

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

ANNEXURE IV

INTERCONNECTION FACILITIES PROVIDED BY THE MILL

ITEMS	PROVIDED	NOT PROVIDED
-------	----------	-----------------

<u>LINE BAY/S</u>	<u>Yes</u>
-------------------	------------

STRUCTURES	-do-
------------	------

BUS BARS, CLAMPS AND CONNECTORS	-do-
---------------------------------	------

GROUNDING GRID	-do-
----------------	------

ISOLATORS	-do-
-----------	------

CURRENT TRANSFORMERS	-do-
----------------------	------

CIRCUIT BREAKERS	-do-
------------------	------

CONTROL CUBICLES	-do-
------------------	------

CONTROL CABLING	-do-
-----------------	------

AC / DC POWER SUPPLY	-do-
----------------------	------

COMMUNICATION EQUIPMENT	-do-
-------------------------	------

SYNCHRONISATION & PROTECTION FACILITIES

AUTOMATIC VOLTAGE REGULATOR	-
-----------------------------	---

AUTO SYNCHRONISATION UNIT	-do-
---------------------------	------

CHECK SYNCHRONISATION RELAY	-do-
-----------------------------	------

PROTECTION FOR INTERNAL FAULTS:

DIFFERENTIAL GENERATOR	-do-
------------------------	------

DIFFERENTIAL UNIT TRANSFORMER	-do-
-------------------------------	------

RESTRICTED EARTH FAULT	-do-
------------------------	------

STATOR EARTH FAULT	-do-
--------------------	------

ROTOR EARTH FAULT	--	Yes
-------------------	----	-----

INTER-TURN FAULT	--	Yes
------------------	----	-----

OVER VOLTAGE	-do-
--------------	------

LOSS OF EXCITATION	-do-
--------------------	------

UNDER VOLTAGE	-do-
---------------	------

REVERSE POWER	-do-
---------------	------

LOW FORWARD POWER RELAY	-do-
-------------------------	------

For Mawana Sugars Limited

Authorised Signatory

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

PROTECTION AGAINST GRID FAULTS

	Provided	Not Provided
MINIMUM IMPEDANCE (DISTANCE PROTECTION RELAY)	-do-	
UNBALANCE (NEGATIVE PHASE SEQUENCE)	-do-	
O/C & E/F (UNIT TRANSFORMER)-LT & HT	-do-	
OVERLOAD ALARM	-do-	
OVERFLUXING RELAY	-do-	

PROTECTION AGAINST GRID DISTURBANCES:

	Provided	Not Provided
UNDER FREQUENCY	-do-	
OVER FREQUENCY	-do-	
POLE SLIP	-do-	-

For Mawana Sugars Limited

[Signature]
A. K. MEHRA
Authorized Signatory

18/2/06

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

ANNEXURE V

BILL METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE: TALUKA: DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

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

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited

A. K. MEHTA
Authorized Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

ANNEXURE VI

CHECK METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE:

TALUKA:

DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING
READING

IMPORT METER

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

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

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited

Authorised Signatory

G.M. (P.P.A.)
U. P. P. C. L.

Shakti Bhawan Extn.
Lucknow.

ANNEXURE VII

DAILY CO-GENERATION REPORT

Name and Address of Mill:

Date:

Installed Co-generation Capacity:

MW

Active Power, KWh

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

Total (for each column)

Summary:

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

AUTHORISED REPRESENTATIVE OF THE MILL

To:

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

For Mawana Sugars Limited

A. M. Mehra
A. M. MEHRA
Authorised Signatory

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

Annexure VIII

MONTHLY TRIPPING REPORT
(CO-GENERATION)Name and Address of the Mill:
Installed Co-generation Capacity:

MW

Date of First Commissioning (Synchronising):

Date of Commercial Operation:

Date of Synchronising

Progressive Days (Co-generation):

Days

TRIPPING ON FAULT:

S N	Tripping		RELAY OPERATE D	REASON FOR TRIPPING			SYNCHRONIZATI ON		Total Time Lost		RE MA RK S
	Date	Time		Mech.	Electrical	Other	Date	Time	Hr	Min	
		Hr. Min						Hr Min			

PLANNED & FORCED OUTAGE:

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

Progressive Days:

Time Lost:
DuringMonth
Year

Since First Commissioning

AUTHORISED REPRESENTATIVE OF THE MILL

To:

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

For Mawana Sugars

A. N. MEHRA
Authorised Signatory

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

OFFICE OF THE DEPUTY GENERAL MANAGER
ELECTRICITY SUBSTATION DESIGN/CIRCLE-II
U.P.P.C.L. 13TH FLOOR, SHAKTI BHAWAN EXTN.
14-A SHOK MARG, LUCKNOW

No. 10 -ESDC-II/Mawan Sugr.Mill

Dated : Jan. 18, 06

Sub : Approval of single line diagram of M/s Mawan Sugar Mill, M/s Nangamul Sugar Mill and M/s Titawi Sugar Mill complex at 132 KV s/s Mawana; 132 KV s/s Nangli Kithore and at 132 KV s/s Lalu Kheri, respectively.

General Manager (P.P.A.) Directorate,
U.P. Power Corporation Ltd.,
14th flr. Shakti Bhawan Extn.
LUCKNOW-226 001

Kindly refer your letter no.32 dated 10/01/06 vide which you have forwarded 'single line diagram' submitted by M/s Mawan Sugar Mill, M/s Nangamul Sugar Mill and M/s Titawi Sugar Mill complex to this office. In this regard it is to intimate that the single line diagram related to the power evacuation at 132 KV s/s Mawana, 132 KV s/s Nangli Kithore and 132 KV s/s Lalu Kheri are generally in order, subject to the following conditions :-

1. 132 KV 3-core CTs of 0.2 accuracy class shall be strictly as per our specifications as follows :
 - (a) 400-200-100/1-1-1 A.
 - (b) VA Burden :
 - (i) Core-I : 20 VA
 - (ii) Core-II & III : PS class.
 - (c) Knee Point Voltage :
 - (i) 1100 Volts at 400 A Tap (PS Class)
 - (ii) 40 mili Amp at 200-100/1A (PS class)
 - (d) Max. exciting current : 20 mili Amp at 400 Tap (PS class).
 - (e) Max. secondary winding resistance :
 - (i) 5 Ohm at 400 Amp Tap (PS class)
 - (ii) 2.5 Ohm 200-100/A Tap (PS class)
 - (f) Short time current rating : 25 KA rms for ^{one} second.
2. Isolator (L.I. & B.I) : should be of 1250 Amp
3. CVT : In single line diagram PT has been provided whereas it should be 145 KV CVT as per our specification given below :
 - (a) 0.2 accuracy class VA burden I & II winding (Protection) - 50.
 - (b) Winding III : Metering - 50 VA
 - (c) Simultaneous Burden : 75 VA
 - (d) Rating : 132 KV/ /3 ; 110 KV//3; 110 KV/ /3
4. Metering system i.e. Tariff metering is not in our scope.

Submitted for your kind information and necessary action.

Dated: 18/01/06

For S.P. Pandey, EE

G.M. (P.P.A.)

For Mawana S.

SHAKTI BHAWAN EXTN.
DY. GENERAL MANAGER

Authorised Sign.

FINAL POWER PURCHASE AGREEMENT

BETWEEN

**PASCHIMANCHAL VIDYUT VITRAN
NIGAM LIMITED**

AND

**M/S MAWANA SUGARS LIMITED
(Unit – Nanglamal Sugar Complex)**

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



UTTAR PRADESH

G 438445

**POWER PURCHASE AGREEMENT
BETWEEN**

**M/s Mawana Sugars Limited
AND**

Paschimanchal Vidyut Vitran Nigam Limited.



THIS AGREEMENT is made on this day of 16/12/06 (hereinafter called the Effective Date) by and between M/s Mawana Sugars Ltd registered under the Companies Act, 1956 and having its registered office at 6th Floor, Kirti Mahal, 19, Rajendra Place, New Delhi - 110 008 hereinafter called the "Generating Company/Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part and Paschimanchal Vidyut Vitran Nigam Ltd. a Company registered under the Companies Act, 1956 having its Registered Office at Victoria Park, Meerut hereinafter called Discom which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

WHEREAS, the Generating Company is engaged in the business of Sugar Manufacturing and other incidental businesses (Unit - Nanglamal Sugar Complex) situated at Nanglamal Distt. Meerut in the State of Uttar Pradesh, more particularly described in Annexure I attached hereto and made a part hereof and

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

For Mawana Sugars Limited


K. MEHRA
Authorised Signatory


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

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

WHEREAS, the Generating Company has already a Cogen Plant of 6.2 MW installed capacity commissioned in Dec. 05' and has further undertaken to implement the Power Project by installing Plant & Equipment having installed capacity of 20 MW situated at Nanglamal Distt. Meerut (herein after referred to as the Plant) its production facility and complete erection, installation and Commissioning of the said capacity and make it operational by Dec., 2006 and,

WHEREAS, the Generating Company desires to sell **surplus power** generated in the Generating Plant's facility upto 11 MW and accordingly, a Power Purchase Agreement for purchase of such power by DISCOM was signed on 10.02.06 subject to the approval of terms and conditions stipulated therein by UPERC and this Power Purchase Agreement has now been approved by UPERC vide their order dated 18.05.2006 with the direction to make final Power Purchase Agreement in accordance with the Annexure-4 to the Regulation and thus, the aforesaid final Agreement is restated under the terms and conditions set forth herein.

WHEREAS the parties to this Agreement agree for prior consultation with the State Transmission Utility for the purpose of implementation of this agreement and seek its approval for permitting, inter alia, interconnection to the generating plant with the Nagli-Kithore Distt. Meerut grid substation owned by STU and

Whereas, the Generating Company declares the load of 1.0 MVA power for its such plant and Discom agrees to supply power as per requirement to such plant at retail tariff as per Regulations specified by the Commission and

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

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


1. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, UP Electricity Reforms Act, 1999 and U.P. Electricity Grid Code as amended from time to time, UPERC (Terms and Conditions for Supply of Power and Fixation of Tariff for Sale of Power to Distribution Licensee by Captive Generating Plants, Co-generation, Renewable Sources of Energy and Other Non-Conventional Sources of Energy based Plants) Regulations, 2005 as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

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

For Mawana Sugars Limited


A.K. MEHRA
Authorised Signatory


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

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

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

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

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

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

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

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

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

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

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

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

1.13 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.


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

2. POWER PURCHASE, SALE AND BANKING

2.1 UPPCL on behalf of DISCOM shall accept and purchase upto 11 MW of power made available to Discom/STU 's system from the Generating Plant's bagasse based cogeneration in accordance with the terms and conditions of this Agreement, at the rate specified for such plant in Schedule II of Uttar Pradesh Electricity Regulatory

For Mawana Sugars Limited


K. MEHRA
Authorised Signatory


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

Commission (Terms and Conditions for Supply of Power and Fixation of Tariff for Sale of Power from Captive Generating Plants, Co-generation, Renewable Sources of Energy and Other Non-Conventional Sources of Energy based Plants to a Distribution Licensee) Regulations, 2005 as amended from time to time. and mentioned hereunder:-

Tariff Year

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

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

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

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

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

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

For Mawana Sugars Limited

K. K. MEHRA
Authorised Signatory

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

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

2.5 The generating company agrees to bank energy to the extent to 4MU per Annum of the energy supplied to Discom from the plant during the year and Discom agrees to allow withdrawal of the banked energy during the time specified by the Commission.

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

3 MAINTENANCE REQUIREMENT OF THE GENERATING PLANT

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

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

4. SUPPLY SCHEDULE

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

5. BILLING PROCEDURE AND PAYMENTS

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


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

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

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

For Mawana Sugars Limited


A.K. MEHRA
Authorised Signatory


CE. (P.P.A.)
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Shakti Bhawan Extn
Lucknow.

other mode. The L.C. opening and maintenance charges shall be borne by the Distribution Licensee. The L.C. shall cover the average monthly billing for units indicated in the supply schedule furnished under para 4 above for the particular calendar quarter. The LC shall be updated by 5th working day of the calendar every quarter.

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

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

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

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

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

6. PARALLEL OPERATIONS

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

For Mawana Sugars Limited

A. M. MEHRA
Authorised Signatory

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

7. GENERATION FACILITIES OWNED AND OPERATED BY THE GENERATING PLANT

7.1 The Generating Company shall own, install, operate, and maintain the generating plant equipments and associated transmission line described in Annexure I. The Generating Plant shall follow such operating procedures on its side of the electric interconnection with STUs system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the UP Electricity Grid Code, and other related guidelines, if any, issued by UPERC, SLDC, DISCOM, STU.

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

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

7.4 The Generating Plant further agrees to make no material changes or additions to its facility, which may have an adverse effect on system, or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without prior written consent. Discom agrees that such consent shall not be unreasonably withheld or given without the prior permission of STU.

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

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


8. INTERCONNECTION FACILITIES

8.1 Power from the Generating Plant shall be transmitted at 132 KV through a 132KV line from the Generating plant located at *Nanglamal Distt. Meerut*. The power so transmitted shall be interfaced with UPPCL's grid substation located at *Lalukheri* by STU.

8.2 The cost of the dedicated transmission line from the Generating Plant to the designated grid sub-station Nagli-Kithore of STU and the cost of interfacing at both ends (the Generating Plant and grid substation) including work at the STU Sub-Station, cost of bay, tie- line, terminal equipments and associated synchronizing equipments, shall be borne by the Generating Plant.

For Mawana Sugars Limited

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

(Explanation: The technical and other specifications of the work shall be finalized with DISCOM's approval and be in accordance with standards and specifications laid by DISCOM construction of 132 KV or higher voltage line shall be done under the supervision of STU. The lines constructed for the evacuation of power from the Generating Plant, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Generating Plant and DISCOM/STU and without prior approval of UPERC. Existing transmission/distribution lines of DISCOM / STU may be utilized for evacuation of power from the Generating Plant to the Grid sub-station, on the basis of a mutual agreement between the Generating Plant and DISCOM and/or STU, with the approval of UPERC.

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

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

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

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

8.7 The Generating Plant shall consult STU on the scheme of protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system, installed by the Generating Plant, shall be checked by STU.

For Mawana Surfers Limited

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8.8 Without limiting the foregoing, the Generating Plant and STU shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code as amended from time to time and directions of Director Electrical Safety (GOUP) and safety requirements as specified by the Authority under section 53 of the Act, 2003.

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

9. PROTECTIVE EQUIPMENT & INTERLOCKING

9.1 The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Generating Plant shall not adversely reflect on or affect STU grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Generating Plant's breaker trips first to protect the equipment. Prior to adopting it the Generating Plant shall obtain approval of STU for the protection logic of the generator system and the synchronisation scheme.

9.2 The Generating Plant shall install necessary equipment to eliminate feeding of reverse power from the Grid to the Generating Plant's system in absence of any agreement for purchase of power with DISCOM.


10. TECHNICAL ASSISTANCE BY DISCOM & GENERATING PLANTS RESPONSIBILITY


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

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

11. ARRANGEMENTS AT THE POINT OF SUPPLY

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

For Mawana Sugars Limited

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12. SYNCHRONISATION

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

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

12.2 STU shall not be responsible for the damage, if any, caused to the plant and equipment of the Generating Plant due to failure of the synchronising or the protective system provided by the Generating Plant.

13. LIASON WITH & ASSISTANCE FROM DISCOM.


The Generating Plant shall closely liaise with the Nodal Officer of DISCOM. and the STU and shall inform the date of commencement of delivery of power to the designated officials of DISCOM. and STU one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Generating Plant, DISCOM., in consultation with STU as the case may be, shall extend assistance for testing, subject to the condition that the Generating Plant shall pay the charges for such assistance to DISCOM/STU, if so indicated by the concerned Testing Division of DISCOM/STU. This charge shall be reasonable and be based on the man-hours devoted by staff and their usual levels of remuneration, and equipment used.


14. METERING

14.1 The Generating Plant shall supply, two identical sets of ABT compliant meters, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Generating Plant, conforming to the specifications approved by STU, along with all necessary associated equipments. These meters shall be installed and maintained by STU. These meters shall be installed at the grid substation of STU at the interconnection point. One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and the guidelines of CEA for installation of meters.

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

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

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14.4 DISCOM (in consultation with STU if the generating plant is connected to the substation of STU) shall, test all the metering equipment for accuracy, in the presence of a representative of the Generating Plant, if the Generating Plant so elects, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.

14.5 DISCOM/STU 's designated representative and the representative of the Generating Plant shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of DISCOM and the Generating Plant.

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

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

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

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

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

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


14.9 The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.

14.10 If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.

14.11 During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by DISCOM (in consultation with STU if the plant is connected to the s/s of STU. For this purpose, one spare set of meters would be required to be available with the generating plant at all times.

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14.12 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.

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

15. ACCEPTANCE AND APPROVAL OF DISCOM

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

16. COMMISSIONING OF GENERATION FACILITIES

The Generating Plant shall commission the generation facility and synchronise it with STU system grid by Dec. 06'. In case, the plant is commissioned beyond the said dates of commissioning, the tariff applicable for sale of electricity from the plant to DISCOM shall be the rate corresponding to the year in which the Commissioning of the plant was agreed to as above in case of delay.

17. CONTINUITY OF SERVICE


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

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

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

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17.2 Before disconnecting the Generating Plant from system STU shall, except in the case of an emergent situation, give advance intimation to the Generating Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, STU shall immediately notify the Generating Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified STU shall not be obligated to accept or pay for any power from the Generating Plant.

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

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

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

18. DAILY/MONTHLY/ANNUAL REPORT

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


19. CLEARANCES, PERMITS AND LICENCES

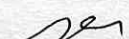
The Generating Plant shall obtain, at its own expense, all authorisations, permits, and licences required for the construction, installation and operation of the Generating Plant's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. DISCOM. shall provide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

20. DURATION

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

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

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21. EVENTS OF DEFAULT AND TERMINATION

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


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

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

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

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extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the nondefaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

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

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

22. COMMUNICATION

In order to have effective co-ordination between DISCOM and the Generating Plant, a designated official shall be kept on duty round the clock by the Generating Plant and DISCOM in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Generating Plant shall provide reliable and effective communication through wireless/hotline etc., between the Generating Plant & the interconnecting substation of STU and between the Generating Plant and the SLDC. The Generating Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.


23. DISPUTES AND ARBITRATION


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

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

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

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c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPPCL's Chief Engineer who has direct supervisory jurisdiction over the Superintending Engineer referred to above, with information to the Chief Executive of the Generating Plant Within 15 days of receipt of such notice, Chief Engineer and the Chief Executive of the Generating Plant would be required to meet at the formers office and endeavour to settle the dispute within a further period of (30) thirty days. i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the Chief Engineer.

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

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

24. INDEMNIFICATION

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


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

25 ASSIGNMENT

This Agreement may not be assigned by either DISCOM or the Generating Plant without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into

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which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

26. FORCE MAJEURE

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

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

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

27. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows: -

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

(b) The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.

(c) No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

28. LIABILITY AND DEDICATION

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

28.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to

For Mawana Sugars Limited

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the public; or affect the status of DISCOM as a public utility or constitute the Generating Plant or the Generating Plant's facility as a public utility.

29. NODAL AGENCY OF DISCOM

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

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

30. AMENDMENTS

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

31. BINDING EFFECT

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

32. NOTICES

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

THE Executive Engineer,
Electricity Transmission Division, UPPCL,
Meerut

GENERATING PLANT:
M/s Mawana Sugars Limited.
(Unit – Nanglamal Sugar Complex)
Nanglama P.O. Maukhas Distt. Meerut (U.P.)


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

33. EFFECT OF SECTION AND ANNEXURE HEADINGS

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

For Mawana Sugars Limited


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34. NON-WAIVER

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

35. RELATIONSHIP OF THE PARTIES

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

36. ENTIRE AGREEMENT

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

37. GOVERNING LAW

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

38. NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. DISCOM and the Generating Plant acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

39. APPROVALS

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

40. ANNEXURES


ANNEXURES I to IX WOULD FORM PART OF THIS AGREEMENT.

41. STANDARD FOR DECISION MAKING

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

For Mawan


A. K. MISHRA
Authorised Signatory


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

41.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

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

IN WITNESS:

WHEREOF, UPPCL on behalf of DISCOM and the Generating Plant have executed this agreement as of the 16th Day of Dec. in the year 2006.

FOR THE GENERATING PLANT:

NAME: (A.K. Mehra) 16/12/06
 DESIGNATION: Executive Director (Operation)
 ADDRESS: M/s Mawana Sugar Ltd..
 (Unity- Nanglamal Sugar Complex)
 Distt.. Meerut

WITNESSED BY: G. N. Agrawal

NAME: G. N. Agrawal
 DESIGNATION: GM
 ADDRESS: Mawana Sugars Ltd
 Delhi

FOR UPPCL:

NAME: (S.N. Dubey) 16/12/06
 DESIGNATION: Chief Engineer (PPA)
 ADDRESS: UPPCL, Shakti Bhawan, Lko.

WITNESSED BY: S. P. Pandey

NAME: S. P. PANDEY
 DESIGNATION: CE
 ADDRESS: PPA

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

NAME: M/s Mawan Sugars Limited
(Unit- Naglamal Sugar Complex)

LOCATION: Village Nanglamal & P.O.Maukhas
Distt Meerut (U.P.)

CHIEF EXECUTIVE: Mr A.K. Mehra
CONTACT PERSON: Mr. Rajesh Bhargav
MAILING ADDRESS: Nanglamal Villaga Nanglamal &
P.O. Maukhas, Distt. Meerut (U.P.)

TELEPHONE NUMBER: 0121-2450565,2450597,2451613

FAX NUMBER: 0121-2882304
EMERGENCY TELEPHONE NUMBER: 011-25739103

PERMANENT MAILING ADDRESS: 6th Floor,Kirti Mahal,19 Rajendra Place,
New Delhi – 110 008.

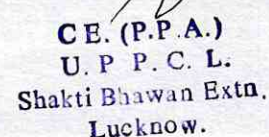
2. GENERATING EQUIPMENT:

BOILERS: : 87Bar 120 T/Hr.,32 Bar 35 T/Hr.
TURBO-GENERATOR SETS: 6.2 MW (Existing, Commissioned in
Dec.05') + 20 MW (Proposed)

CO-GENERATION VOLTAGE: 11KV
SPEED: 6500rpm
TYPE OF GOVERNOR: Wood Ward- Electronic
TRANSFORMER: 11/132KV, 20 MVA
FIRST SYNCHRONISATION WITH 132KV Line
(INITIAL OPERATION DATE): November 2006
COMMERCIAL OPERATION December 2006 (expected)

For Mawana Sugars Ltd


A.K. MEHRA
Authorised Signatory


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


3.0 STIPULATIONS RELATING TO THE FACILITIES:

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

4.0 Operating Procedures:

For Mawa.



A.K. P.
Authorised Signatory


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

- 4.1 The Mill shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code 2000. The overall responsibility of operation and implementation of the UP Electricity Grid Code-2000 rests with the State Transmission Utility notified by the State Government.
- 4.2 The Mill's normal annual Maintenance shall be carried out from May to September.
- 4.3 The Mill shall notify UPPCL's interconnecting sub station and ALDS prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.
- 5.0 Single Line Diagram (Annexure IX) Attached.

For Mawana



A. K. MEHRA
Authorised Signatory



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

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

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

For Mawana Sugars Limited


A. K. MEHRA
Authorised Signatory


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

ANNEXURE III

SAMPLE MONTHLY PURCHASE BILL

INVOICE

For the Month of ,

Monthly Purchase Bill No.

Date

Name of Buyer: UPPCL

Name of the Mill:

Address:

Address:

Town:

Town:

District:

PIN Code:

PIN Code:

Tel. No.: Fax:

Tel. No.: Fax:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. ENERGY SUPPLIED (KWh)			
2. ENERGY FOR PAYMENT (KWh)			

OTHER CHARGES

Less:

Add:

SUBTOTAL

TOTAL DUE

For Mill Ltd.

Verified by

Authorised Signator

Executive Engineer,
Transmission, UPPCL

For Mawana Sugars Limited


K. MEHRA
Authorised SignatoryCE. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Extn.
Lucknow.

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

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

For Mawana Sugarcane Limited.


 K. MEHRA
 Authorised Signatory


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

PROTECTION AGAINST GRID FAULTS

MINIMUM IMPEDANCE

(DISTANCE PROTECTION RELAY)

UNBALANCE (NEGATIVE PHASE SEQUENCE)

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

OVERLOAD ALARM

OVERFLUXING RELAY

Provided Not Provided

-do-

-do-

-do-

-do-

-do-

PROTECTION AGAINST GRID DISTURBANCES:

Provided

Not

Provided

UNDER FREQUENCY

-do-

OVER FREQUENCY

-do-

POLE SLIP

-do-

For Mawana Sugars Limited

[Signature]
Y. K. MEHRA
Authorised Signatory

[Signature]
CE. (P.P.A.)
U. P. P. C. L.
Shakti Bhawan Estate
Lucknow.

ANNEXURE V

BILL METER READINGS OF GENERATING MILL

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

NAME OF THE MILL:

PLACE: TALUKA: DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

EXECUTIVE ENGINEER EXECUTIVE. ENGINEER AUTHORISED

TRANSMISSION, UPPCL

T&C, UPPCL

REPRESENTATIVE.

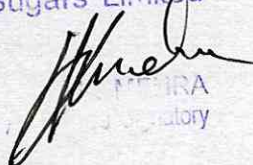
MILL


DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited


MILL
Mawana Sugars Limited


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

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

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

NAME OF THE MILL:

PLACE:

TALUKA:

DISTRICT: STATE:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

METER READINGS:

EXPORT METER READING IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

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


DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Mill shall maintain a daily log to record the hourly Co-generation and supply in KWh, along with the schedule given by UPPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For Mawana Sugars Limited


A. K. MEHRA
Authorised Signatory


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

ANNEXURE VII

DAILY CO-GENERATION REPORT

Name and Address of Mill:

Date:

Installed Co-generation Capacity:

MW
Active Power, KWh

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

Total (for each column)
Summary:

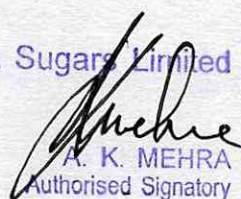
Time	Scheduled	Meter Reading	Difference x
M.F.			
0600 - 2200			
2200 - 0600			
Cumulative for Month			
0600 - 2200			
2200 - 0600			

AUTHORISED REPRESENTATIVE OF THE MILL


To:

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

For Mawana Sugars Limited



A. K. MEHRA
Authorised Signatory



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

Annexure VIII

MONTHLY TRIPPING REPORT
(CO-GENERATION)

Name and Address of the Mill:

Installed Co-generation Capacity:

MW

Date of First Commissioning (Synchronising):

Date of Commercial Operation:

Date of Synchronising

Progressive Days (Co-generation):

Days

TRIPPING ON FAULT:

S N	Tripping		RELAY OPERATE D	REASON FOR TRIPPING			SYNCHRONIZATI ON		Total Time Lost		RE MA RK S
	Date	Time		Mech.	Electrical	Other	Date	Time	Hr	Min	
		Hr. Min						Hr Min			

PLANNED & FORCED OUTAGE:

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

Progressive Days:

Time Lost:

During

Month

Year

Since First Commissioning

AUTHORISED REPRESENTATIVE OF THE MILL


To:

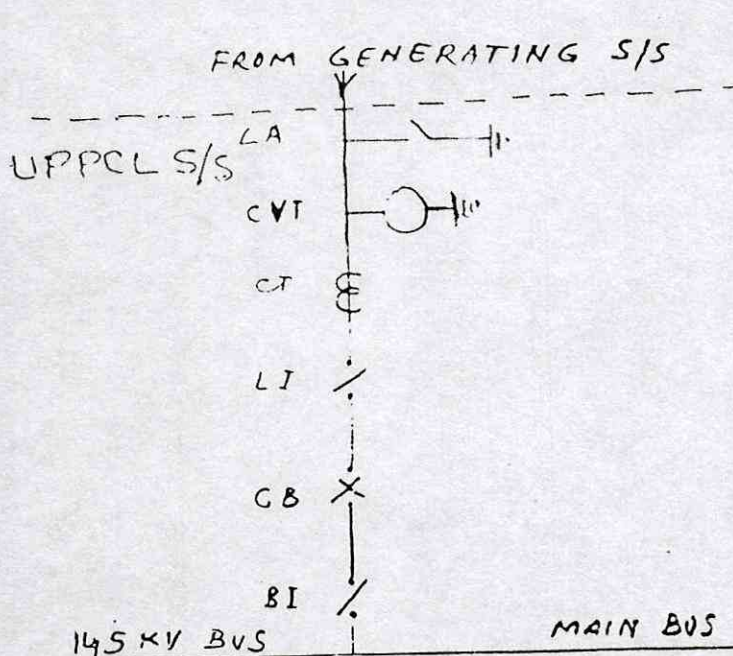
1. Concerned ALDS, UPPCL

2. Executive Engineer, Transmission, UPPCL

For Mawana Sugars Limited


 K. MEHRA
 Authorised Signatory


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



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

For Mawana Sugars Limited

[Signature]
K. MEHRA
Authorised Signatory

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

U P P C L ELECTY. S/S DESIGN CIRCLE, LUCKNOW		
STANDARD SINGLE LINE DIAGRAM OF SUGER MILLS AT UPPCL S/S		
<i>[Signature]</i> DRN/AE	<i>[Signature]</i> EE	<i>[Signature]</i> SE
DRG NO. A-06436/		