



उत्तर प्रदेश UTTAR PRADESH



Industries Limited
Authorised Signatory

DZ 078509

30 JAN 2018

**POWER PURCHASE AGREEMENT
BETWEEN
SUPERIOR INDUSTRIES LIMITED, BAREILLY
AND
UP POWER CORPORATION LIMITED, LUCKNOW**

THIS AGREEMENT is made this ^{13th} day of Feb 2018, (hereinafter called the Effective Date), by and between Superior Industries Limited, Works at, 6 KM Rampur Road, Clutter Buck Ganj, Bareilly (UP) registered under the Company's Act 1956 and having its registered office at 3, Todarmal Lane, Bangali Market, New Delhi-110001, hereinafter called the "Generating Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part and Madhyanchal Vidyut Vitran Nigam Ltd., 4 A, Gokhle Marg, Lucknow a Company registered under the Company's Act, 1956, having its Registered Office at 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 Rice Husk and other incidental businesses situated at Clutter Buck Ganj, Bareilly (U.P.), Uttar Pradesh in the State of Uttar Pradesh, more particularly described in Annexure I attached hereto and made a part hereof and,

For Superior Industries Limited

Chief Engineer (P.P.A.)
UP Power Corporation Limited

WHEREAS, DISCOM is a distribution licensee operating in the State of Uttar Pradesh, and has license to supply power in earmarked part of the State and further the DISCOM in its Board of Directors Meeting held on 24-8-05 and subsequently on 20-7-10 have authorized U.P. Power Corporation Ltd. to enter into this Agreement on their behalf and to do all other relevant and incidental things, as may be required, and

WHEREAS the Generating Company has undertaken to implement the Rice Husk based power project by installing Plant and Equipment having installed capacity of 5 MW situated at Clutter Buck Ganj, Bareilly (U.P.), (hereinafter referred to as the Plant) its production facility and complete erection, installation and commissioning of the said capacity and will make it operational in FY 2018-19, and

WHEREAS, the Generating Company desires to sell surplus 3.5 MW power generated in the new Generating Plant's facility of 5 MW, and DISCOM agrees to purchase electricity generated from such capacity by the Generating Plant for sale, under the terms and conditions set forth herein, and

WHEREAS, M/s Superior Industries Limited has given a undertaking to UPPCL vide their letter dated 08-12-2017 for allowing him signing of biomass based PPA at the lowest tariff (L-1 tariff) to be discovered through the upcoming biomass bidding process (Copy of which is collectively annexed hereto as Annexure-XI), and

WHEREAS the Generating Company agrees to purchase 0.5 MW power for it's such plant from DISCOM and DISCOM agrees to supply 0.5 MW power to such plant at retail tariff as per Regulations specified by the Commission, and

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 220 KV, C.B.GANJ owned by STU and

WHEREAS the parties to the agreement bind themselves for compliance of all relevant provisions specified by the 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 (Captive and Non-Conventional Energy Generating Plants) Regulations, 2009" shall mean in short "CRE Regulations, 2014-19"; 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 Superior Industries Limited

- 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 220KV C.B.GANJ 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 220KV C.B.Ganj.
- 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 220KV C.B. Ganj sub-station owned, maintained and operated by UP Power Transmission 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 Not used.
- 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 'STU' means State Transmission Utility.
- 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 of a distribution licensee is 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 "UPERC (Captive and Non-Conventional Energy Generating Plants) Regulations, 2009" shall mean in short "CRE Regulations, 2014-19"; as amended from time to time.

2. POWER PURCHASE, SALE

- 2.1 DISCOM shall accept and purchase 3.5 MW from installed capacity of 5 MW of power made available by the Generating Plant's Biomass (Rice Husk) based generation in accordance with the terms and conditions of this Agreement, at the tariff as given below:-
- a) "Tariff for the Biomass plant shall provisionally be Rs. 5.56/kWh, while the final tariff applicable from the date of signing of PPA shall be L-1 (lowest tariff discovered through competitive bidding process for Biomass Energy)", which shall be conducted in near future.

- b) In case bidding is not conducted by June 2018 both parties would have option to exit or continue at rate decided with mutual consent.
- c) In the event of delay in commissioning due to power evacuation system on either end or due to any reason not attributable to UPPCL, UPPCL shall not be liable to pay any increased tariff or deemed energy to the generating company.
- 2.2 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.
- 2.3 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.
- 2.4 The provisions set out in Annexure-II shall govern the Sale and accounting for power purchased by DISCOM.
- 2.5 The Generating Company shall abide by the provisions of the Act, Rules, Codes, Regulations, Orders and Directions of the appropriate Authority / Commission issued from time to time regarding generation and evacuation of electricity.
- 2.6 The provisions of Banking and wheeling of electricity shall be as per the CRE Regulations, 14.
- 2.7 The Generating Company shall pay any applicable taxes, cess, duties levies imposed by the Government or Competent Authority from time to time on banking of power.

3 MAINTENANCE REQUIREMENT OF THE GENERATING PLANT

- 3.1 The Generating Plant's annual maintenance schedule shall normally be from July to August. 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 day ahead Supply Schedule, and other information, as required in the CRE Regulations and UP Electricity Grid Code as amended from time to time or provisions of any other regulation, code, order or direction 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 CRE 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 220KV C.B. Ganj as certified by DISCOM and in such cases, energy accounting and billing shall be done by the Generating Plant in association with the concerned Distribution Licensee. The State Load Despatch Centre shall do energy accounting and billing and the same shall be communicated to the utilities interacting with the grid as per the scheme framed by SLDC in pursuance of the provisions of UPERC Regulations.
- 5.3 The Monthly Bill raised by the Generating Plant shall be delivered to DISCOM at its designated office on or before the fifth (5th) working day of the following month hereinafter called the Monthly Bill date.
- 5.4 M/s Superior Industries Limited has confirmed vide their letter No. SIL/2017-18/228 dated 24-01-2018 that there would be no payment security mechanism through irrevocable revolving and self-replenishing letter of credit. Late payment Surcharge would not be payable if the payment is made within 6 (Six) months.
- 5.5 M/s Superior Industries Limited has confirmed vide their letter No. SIL/2017-18/228 dated 24-01-2018 that there would be no payment security mechanism through irrevocable revolving and self-replenishing letter of credit. Late payment Surcharge would not be payable if the payment is made within 6 (Six) months.
- 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, 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 DISCOM 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 DISCOM 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 DISCOM.

6. **PARALLEL OPERATIONS**

Grid substation 220 KV C.B. Ganj 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 as amended from time to time

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 dedicated transmission line (subject to provisions mentioned elsewhere in this Agreement) 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 biomass 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 STU 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 DISCOM/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 220 KV s/s through a 33 KV line from the Generating plant located at C. B. Ganj. The power so transmitted shall be interfaced with 220KV C.B.GANJ grid sub-station located at C. B. Ganj owned by STU. (Copy of TFA is collectively annexed hereto as Annexure-XII), and

- 8.2 The cost of the dedicated transmission line from the Generating Plant to the designated grid sub-station C. B. Ganj 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 equipment and associated synchronizing equipment, shall be borne by the Generating Plant.
- 8.3. The construction of evacuation system for connecting plant with grid substation shall be the responsibility of generating company. The generating company shall construct transmission line under supervision of STU/DISCOM and Bay at substation shall be constructed by UP Power Transmission Corporation/DISCOM. The supervision charges and Bay construction charges will be deposited by the Generating Company to DISCOM/ UP Power Transmission Corporation as per the deposit works rules.

(Explanation: The technical and other specifications of the work shall be finalized with STU's approval and be in accordance with standards and specifications laid for construction of 132 KV or higher voltage line. 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 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 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 For maintenance of Transmission line and bay, either the generating company will undertake the maintenance work by their own or in case the generating company opts to maintain the same through UP Power Transmission Corporation/DISCOM, they may entrust the maintenance work to them on the terms mutually agreed with Transmission Corporation/DISCOM.
- 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 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 DISCOM/ 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 DISCOM/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 DISCOM/STU.
- 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.

- 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 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.

12. **SYNCHRONISATION**

- 12.1 The Generating Plant shall synchronise its power generating set in consultation with the Executive Engineer, Electricity Transmission Division, UPPTCL (in-charge of the 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 DISCOM/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, if so indicated by the concerned Testing Division of DISCOM. This charge shall be reasonable and be based on the man-hours devoted by DISCOM staff and their usual levels of remuneration, and DISCOM 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 DISCOM/STU. These meters shall be installed at the grid substation of STU at the interconnection point. One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and the guidelines of CEA for installation of meters.
- 14.2 The joint meter readings shall be recorded in the format given in Annexure V & VI.
- 14.3 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.
- 14.4 DISCOM (in consultation with STU if the generating plant is connected to the sub-station 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 (Distribution) , as authorized by DISCOM and Executive Engineer(Transmission) as authorized by STU.
 - (ii) Generating Plant side - Authorised representative of the Generating Plant.
- 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 authorised representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 14.11 During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by DISCOM(in consultation with STU if the plant is connected to the s/s of STU). For this purpose, one spare set of meters would be required to be available with the generating plant at all times.
- 14.12 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is 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 in FY 2018-19.

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 as agreed in clause 2.1. However, in the case of delay in Commissioning of the plant for reasons beyond the reasonable control of the generating company, the provisions of para 26 of the Agreement shall apply.

17. **CONTINUITY OF SERVICE**

17.1 The supply of electricity by the Generating Plant shall be governed by instructions from the state load despatch 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: -

17.1 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

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

17.3 Force Majeure Conditions as defined in para 26.

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

17.4 Before disconnecting the Generating Plant from STU system, DISCOM/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, DISCOM/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 DISCOM shall not be obligated to accept or pay for any power from the Generating Plant.

- 17.5 In any such event as described above, DISCOM/STU shall take all reasonable steps to minimise the frequency and duration of such interruptions, curtailments, or reductions.
- 17.6 DISCOM/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, DISCOM /STU shall provide the Generating Plant with fifteen days advance notice in writing to enable the Generating Plant to cease delivery of Power to DISCOM at the scheduled time.
- 17.7 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's 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 CRE Regulations 2014-19 or as desired by the STU and DISCOM.

The Generating Plant shall submit six monthly progress report during the construction of the plant to the distribution licensee. A Completion report shall be filed by with the Commission within 60 days of commissioning of the plant.

19. **CLEARANCES, PERMITS AND LICENSES**

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.
- 20.3 In case bidding is not conducted by June 2018 both parties would have option to exit or continue at rate decided with mutual consent.

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's equipment, or DISCOM's 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 or as amended from time to time, or
- (e) Failure by the Generating Plant to pay DISCOM any amount payable and due under this agreement within ninety (90) 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 ninety (90) working days of the receipt of the bill/monthly purchase bill; or
- (b) Failure to use reasonable diligence in operating, maintaining, or repairing DISCOM's 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 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 ninety (90) working days of receipt of the monthly purchase bill, if an event of default by including non-payment of bills either party extends beyond a period of ninety (90) 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.

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


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

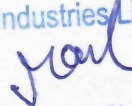
24. **INDEMNIFICATION**

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

25 **ASSIGNMENT**

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


Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited

Director/Authorised Signatory

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**

- (a) Each respective party represents and warrants as follows: -
Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.
- (b) The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- (c) No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.


28. **LIABILITY AND DEDICATION**

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

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

29. **NODAL AGENCY OF DISCOM**

The Executive Engineer (Distribution) as designated by DISCOM shall act as a nodal agency for implementing this Agreement.


Executive Engineer (DPA)

For Superior Industries Limited


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 (Distribution), UPPCL:
EDD-II, 35 B, Rampur Bagh, Bareilly

General Manager
M/s Superior Industries Limited,
Clutter Buck Ganj Bareilly (UP)

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 (Distribution) of DISCOM, 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.

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.

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.

Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shanti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited
[Signature]
Authorized Signatory

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 XII WOULD FORM PART OF THIS AGREEMENT.

41. **STANDARD FOR DECISION MAKING**

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

41.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the 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 above PPA is subject to approval by UPERC.

IN WITNESS:

WHEREOF, UPPCL on behalf of DISCOM and the Generating Plant have executed this agreement as of the...13th... Day of Feb. in the year...2018

FOR THE GENERATING PLANT:

NAME: Manish Agarwal
For Superior Industries Limited
Manish
DESIGNATION: Director

ADDRESS: Superior Industries Limited
Clutter Buck Ganj, Bareilly (UP)

WITNESSED BY:

NAME:

DESIGNATION:

ADDRESS:

FOR DISCOM:

NAME: V. K. Asthana

DESIGNATION: Chief Engineer (PPA)

ADDRESS: UPPCL, Shakti Bhawan

WITNESSED BY:

NAME:

DESIGNATION:

ADDRESS:

Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

S.K. Singh
SE (PPA)


ANNEXURE-I**THE GENERATING COMPANY'S GENERATION FACILITIES****1. THE GENERATING PLANT:**

a. NAME:	Superior Industries Limited
b. LOCATION:	Clutter Buck Ganj Bareilly (UP)
c. CHIEF EXECUTIVE:	Mr. Manish Agarwal
d. CONTACT PERSON:	Mr. Manish Agarwal
e. MAILING ADDRESS:	M/s Superior Industries Limited 6 KM Stone, Rampur Road, Clutter Buck Ganj Bareilly (UP)
f. TELEPHONE NUMBER:	05812561785, 01123915178
g. FAX NUMBER:	0581-2561785
h. EMERGENCY TELEPHONE NUMBER:	0581-2561785, 01123915178

2. GENERATING EQUIPMENT:

a. BOILERS:	One No. Rice Husk Fired Boiler: Capacity:35 TPH, Pressure:45kg/cm ² , Temperature:410 deg. C.
b. TURBO-GENERATOR SETS:	One no. 6.0 MW TG Set
c. CO-GENERATION VOLTAGE: Generation Voltage Grid Voltage	11KV
d. SPEED:	8000 to 8500 rpm
e. TYPE OF GOVERNOR:	Electronic Governor
f. TRANSFORMER:	8 MVA, 11/33KV
g. FIRST SYNCHRONISATION (INITIAL OPERATION DATE)	FY 2018-19
h. COMMERCIAL OPERATION DATE	FY 2018-19

* Transmission Line 33 KV line connecting with 220 KV Sub-station of STU.


Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited


Director/Authorised Signatory

3. Stipulations relating to the facilities:

- 3.1 For the purpose of this agreement the Generating Plant's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Generating Plant in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to STU/DISCOM system.

(Explanation: A single-line diagram relay list and trip scheme of the Generating Plant's facility, reviewed and accepted by STU/DISCOM 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 Generating Plant's facility to DISCOM/STU system. Material changes or additions to the Generating Plant's generating and interconnection facilities reflected in the single-line diagram, relay list, and trip scheme shall be approved by STU/DISCOM.)

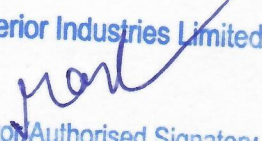
- 3.2 The Generating Plant shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronising equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with STU system and acceptable to STU. Such facilities shall be accessible to authorised STU personnel for inspection, with prior intimation to the Generating Plant
- 3.3 The Generating Plant shall furnish, in accordance with STU/DISCOM 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 STU/DISCOM premises. This equipment shall be installed and Commissioned by STU/DISCOM.
- 3.4 STU/DISCOM shall review and approve the design drawings and Bill of Material for the Generating Plant's electrical equipment, required to interconnect with STU/DISCOM system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of STU/DISCOM and the Generating Plant's interconnected system shall be approved by STU/DISCOM. STU/DISCOM, at its option, may request witnessing operation of the control, synchronising, and protection schemes.
- 3.5 The Generating Plant shall provide a manual isolating device, which provides a visible break to separate the Generating Plant's facilities from STU/DISCOM system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to STU/DISCOM personnel at all times.


4. Operating Procedures:

- 4.1 The Generating Plant shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code as amended from time to time. The overall responsibility of operation and implementation of the UP Electricity Grid Code rests with the State Load Despatch Centre and the State Transmission Utility under the provisions of the Act, 2003.

For Superior Industries Limited

- 4.2 The Generating Plant's normal annual Maintenance shall be carried out from May to September.
- 4.3 The Generating Plant shall notify STU/DISCOM interconnecting substation and SLDC 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. **Single Line Diagram (Annexure-X)**


For Superior Industries Limited

Director/Authorised Signatory

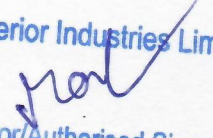

Chief Engineer (P.P.A.)
UP Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

Annexure II

Sale and Accounting for Power

1. In case the Generating Plant is not a consumer of STU/DISCOM, protective gear at STU/DISCOM Substation would be designed to ensure that reverse flow of power from STU/DISCOM system to the Generating Plant 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 Generating Plant takes place, it would be paid for by the Generating Plant in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Generating Plant shall provide information in writing or Generation Schedule to SLDC and M/s STU/DISCOM, when ABT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale or banking, as the case may be, during the month.
3. The purchase of electricity by UPPCL shall be subject to the provisions of the Distribution Licence, CNCE Regulations & Directions of UPERC and other statutory authorities, and requirements of the State Load Despatch 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)


Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited

Director/Authorised Signatory

ANNEXURE III**SAMPLE MONTHLY BILL**
INVOICE

Date :	
For the Month of:	
Monthly Purchase Bill No.	
Name of Buyer: DISCOM	Name of the Generating Plant:
Address:	Address:
Town:	Town:
District:	District:
PIN Code:	PIN Code:
Tel. No.:	Tel. No.:
Fax:	Fax:

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

Banked Energy


1. Energy banked during the month	
2. Energy balance as on preceding month	
3. Energy scheduled for withdrawal during the month	
4. Banking charges	
5. Energy withdrawn during the month (3-4)	
6. Energy banked at the end of the month (1+2-3)	


OTHER CHARGES

Less/Add:	
SUBTOTAL:	
TOTAL DUE :	

Verified by:

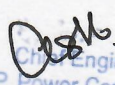
For Generating Plant Ltd.
Authorised SignatoryFor DISCOM
Authorised Signatory

 Engineer (P.P.A.)
Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow


For Superior Industries Limited
Director/Authorised Signatory

ANNEXURE IV**INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING PLANT**

	ITEMS PROVIDED	NOT PROVIDED
<u>LINE BAY/S</u>		
a) STRUCTURES		
b) BUS BARS, CLAMPS AND CONNECTORS		
c) GROUNDING GRID		
d) ISOLATORS		
e) CURRENT TRANSFORMERS		
f) CIRCUIT BREAKERS		
g) CONTROL CUBICLES		
h) CONTROL CABLING		
i) AC / DC POWER SUPPLY		
j) COMMUNICATION EQUIPMENT		
k) SYNCHRONISATION & PROTECTION FACILITIES		
l) AUTOMATIC VOLTAGE REGULATOR		
m) AUTO SYNCHRONISATION UNIT		
n) CHECK SYNCHRONISATION RELAY		
<u>PROTECTION FOR INTERNAL FAULTS:</u>		
a) DIFFERENTIAL GENERATOR		
b) DIFFERENTIAL UNIT TRANSFORMER		
c) RESTRICTED EARTH FAULT		
d) STATOR EARTH FAULT		
e) ROTOR EARTH FAULT		
f) INTER-TURN FAULT		
g) OVER VOLTAGE		
h) LOSS OF EXCITATION		
i) UNDER VOLTAGE		
j) REVERSE POWER		
k) LOW FORWARD POWER RELAY		


Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited


Director/Authorised Signatory

<u>PROTECTION AGAINST GRID FAULTS:</u>		
a) MINIMUM IMPEDANCE (DISTANCE PROTECTION RELAY)		
b) UNBALANCE (NEGATIVE PHASE SEQUENCE)		
c) O/C & E/F (UNIT TRANSFORMER)-LT & HT		
<u>ITEMS</u>	ITEMS PROVIDED	NOT PROVIDED
a) OVERLOAD ALARM		
b) OVERFLUXING RELAY		
<u>PROTECTION AGAINST GRID DISTURBANCES:</u>		
a) UNDER FREQUENCY		
b) OVER FREQUENCY		
c) POLE SLIP		

For Superior Industries Limited

Director/Authorised Signatory

Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

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

READING SHOULD BE TAKEN ON 1ST WORKING DAY OF EVERY MONTH, AT 12.00 NOON.

NAME OF THE GENERATING PLANT:	
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:

<u>KWH</u>	EXPORT METER READING	IMPORT METER READING
PREVIOUS READING		
CURRENT READING		
DIFFERENCE		
DIFFERENCE X MULTIPLYING FACTOR		

Authorised Signatory

EXECUTIVE
ENGINEER TRANSMISSIONAuthorised
SignatoryEXECUTIVE ENGINEER
DISCOMAuthorised
SignatoryAUTH.
REPRESENTATIVE
GENERATING PLANT

DATE:

NOTES:

1. DISCOM / STU shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by DISCOM's Despatcher.
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.

Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited

Director/Authorised Signatory

ANNEXURE VI

CHECK METER READINGS OF GENERATING PLANT

READING SHOULD BE TAKEN ON 1ST WORKING DAY OF EVERY MONTH, AT 12.00 NOON.

NAME OF THE GENERATING PLANT:	
PLACE:	
TALUKA:	
DISTRICT:	
STATE:	
C.T. RATIO AVAILABLE/CONNECTED:	
P.T. RATIO AVAILABLE/CONNECTED:	
SCALE FACTOR (IF ANY):	
MULTIPLYING FACTOR (MF):	
CHECK METER MAKE / NUMBER:	

METER READINGS:

<u>KWH</u>	EXPORT METER READING	IMPORT METER READING
PREVIOUS READING		
CURRENT READING		
DIFFERENCE		
DIFFERENCE X MULTIPLYING FACTOR		

Authorised Signatory

EXECUTIVE
ENGINEER TRANSMISSION

Authorised
Signatory

EXECUTIVE ENGINEER
DISCOM


Authorised
Signatory

AUTH.
REPRESENTATIVE
GENERATING PLANT

DATE:

NOTES:

1. DISCOM /STU shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by DISCOM's Despatcher.
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.


Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited


Director/Authorised Signatory

ANNEXURE VII**DAILY GENERATION REPORT****Active Power (KWh)**

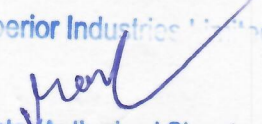
Time	Scheduled	Meter Reading	Difference x M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
Total (for each column)			


Summary of Active Power, KWh

Time	Scheduled	Meter Reading	Difference x M.F.
Daily			
0600 – 2200			
2200 - 0600			
Cumulative for Month			
0600 – 2200			
2200 - 0600			

To:

1. Concerned SLDC, UPPCL/DISCOM
2. Executive Engineer, Transmission, UPPCL/DISCOM
3. Authorised Representative of the Generating Plant

For Superior Industries Limited

Director/Authorised Signatory

 Engineer (P.P.A.)

Annexure VIII

MONTHLY TRIPPING REPORT

Name and Address of the Generating Plant :
 Installed generation Capacity (MW) :
 Date of First Commissioning (Synchronising) :
 Date of Commercial Operation :
 Date of Synchronising :
 Progressive Days (generation): In Days :

TRIPPING ON FAULT:

S N	Tripping		Tripping Reasons				Synchronization		Total Time Lost		Remark
	Date	Time	Relay Operated	Mech	Elec	Others	Date	Time	Hr	Min	
		Hr	Min					Hr	Min		

To:

1. Concerned SLDC, DISCOM
2. Authorised Person/ Executive Engineer, STU
3. Authorized Representative of the Generating Plant

For Superior Industries Limited

Director/Authorised Signatory

Chief Engineer (P.P.A.)
 U.P. Power Corporation Limited
 Shakti Bhawan Extension
 14, Ashok Marg, Lucknow

PLANNED & FORCED OUTAGE**ANNEXURE- IX**

S.N	Outage			Outage Reasons				Synchronisation		Time lost		Remark
	Date	Time		No Fuel	Mech	Elec	Other	Date	Time	Hr	Min	
		Hr	Min						Hr	Min		

Progressive Days :

Time Lost (In Hours) :

- During Month & Year :
- Since First Commissioning :

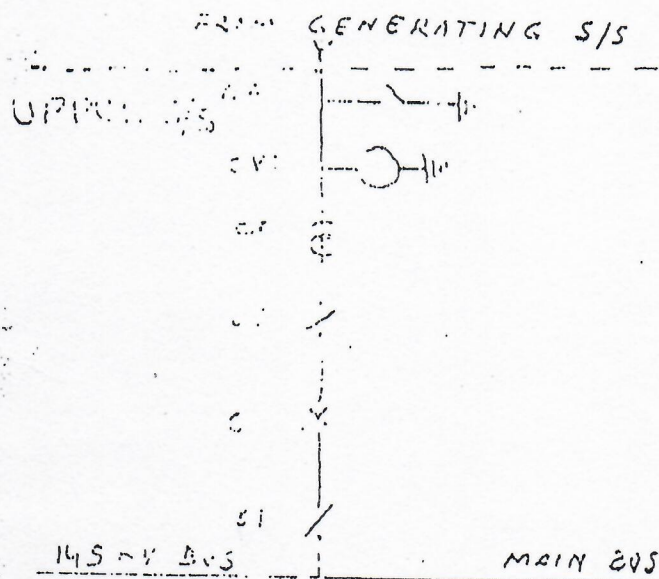
To:

1. Concerned SLDC, DISCOM
2. Authorised Person/ Executive Engineer, STU/other Transmission Licensee/ ABCL (as the case may be)
3. Authorized Representative of the Generating Plant

Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited

Director/Authorised Signatory



1. TENDOM ISOLATOR TO BE USED AS PER SITE CONDITION
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 SCOPE AND SHALL BE DECIDED BY FIELD UNITS. AS PER SITE CONDITIONS/PPA.

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

STANDARD SINGLE LINE
DIAGRAM OF SUGER
MILLS AT UPPCL S/S

DRN
S.E.
DRG NO. A-06436

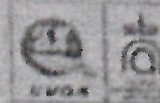
For Superior Industries Limited

Director/Authorised Signatory



SUPERIOR INDUSTRIES LIMITED

CIN : U15134DL1999PLC087325



Annex - Xi

Chief Engineer,
Power Purchase Agreement Directorate,
U.P. Power Corporation Ltd.
14th Floor, Shakti Bhawan Extension,
14, Ashok Marg,
Lucknow-226001.

Dated: 8/12/2017

Subj: - Sale of surplus 3.5 MW Power to UPPCL from Rice Husk based plant of Superior Industries Limited, Bareilly.

Dear Sir,

As per discussion held on 8/12/2017 we hereby revised my undertaking as per below

Tariff for the Biomass plant shall provisionally be Rs. 5.56/Kwh, while the final tariff applicable from the date of signing of PPA shall be L-1 (Lowest) tariff discovered through competitive bidding process for Biomass energy, which shall be conducted in near future.

We agree to your above offer accordingly and request that PPA may kindly be signed at the earliest so that we are able to complete the project as scheduled.

plant commissioning by jun 2018

Thanking you

Sincerely yours

(Authorized Signatory)

Superior Industries Limited

Received by
Mud
08.12.17

831-
18-12-17

SE-II.

18/12

C.B. (P.P.A.)

EX-102-03
18/12

1351, Main Road
Bareilly
U.P.
226001
Tel: 0126-2275304
0126-2275304
0126-2275304



कार्यालय
अधिशाली अभियन्ता

Annex-xii

विद्युत नगरीय वितरण खण्ड-द्वितीय,
मध्यांचल विद्युत वितरण निगम लिमिटेड, 35-बी रामपुर बाग, बरेली
दूरभाष सं०- 0581-2567044, ईमेल-xeneudd2bly@yahoo.co.in

पत्रांक: 179 / वि०न०वि०ख०द्वि०ब० /

दिनांक: 03/02/ 2018

विषय:- मैसर्स सुपीरियर इण्डस्ट्रीज लिमिटेड, बरेली द्वारा 3.5 मे०वा० राइस हस्क आधारित संयंत्र की स्थापना कर उत्पादित ऊर्जा में से 3 मे०वा० तक ऊर्जा का विक्रय पावर कारपोरेशन को किये जाने हेतु आवश्यक ऊर्जा निकासी प्रणाली के टेक्नीकल फिजीबिल्टी रिपोर्ट के सम्बन्ध में ।

मुख्य अभियन्ता,
ऊर्जा क्रय अनुबन्ध निदेशालय,
उत्तर प्रदेश पावर कारपोरेशन लि०,
14वॉ तल, शक्ति भवन विस्तार,
14 अशोक मार्ग
लखनऊ-226001

कृपया उपरोक्त विषयक अपने कार्यालय पत्रांक 80 दिनांक 19.01.2018 का संदर्भ ग्रहण करने का कष्ट करें। इस क्रम में आपको सादर अवगत कराना है कि मैसर्स सुपीरियर इण्डस्ट्रीज लिमिटेड बरेली, द्वारा प्रस्तावित 3.5 मे०वा० पावर प्लांट से 33 के०वी० लाइन से ऊर्जा निकासी किये जाने के लिए 220 के०वी० सब-स्टेशन सी०बी०गंज पर 33 के०वी० "बे" की उपलब्धता होने का पत्र उपखण्ड अधिकारी, विद्युत पारेषण खण्ड-प्रथम के माध्यम से खण्ड को प्राप्त हो चुका है ।(छायाप्रति संलग्न)

अतः फर्म द्वारा प्रस्तावित ऊर्जा निकासी प्रणाली तकनीकी रूप से इस प्रतिबन्ध के साथ सम्भव है कि 33 के०वी० निकासी लाइन का निर्माण सम्बन्धित फर्म द्वारा किया जायेगा तथा लाइन निर्माण के समय "ROW" सम्बन्धित समस्त व्यवस्थायें मैसर्स सुपीरियर इण्डस्ट्रीज लिमिटेड, बरेली द्वारा ही की जायेगी ।

अधिशाली अभियन्ता

पत्रांक: / वि०न०वि०ख०द्वि०ब० / तददिनांक: 2018

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. मुख्य अभियन्ता, मध्यांचल विद्युत वितरण निगम लि०, काटजू मार्ग, बरेली ।
2. अधीक्षण अभियन्ता, विद्युत नगरीय वितरण मंडल, बरेली ।
3. अधिशाली अभियन्ता, विद्युत पारेषण खण्ड, 220 के०वी० उपकेन्द्र परसाखेडा, बडा बाईपास रोड, बरेली ।
4. मैसर्स सुपीरियर इण्डस्ट्रीज लिमिटेड, सी०बी०गंज, बरेली ।

Chief Engineer (P.P.A.)
U.P. Power Corporation Limited
Shakti Bhawan Extension
14, Ashok Marg, Lucknow

For Superior Industries Limited

अधिशाली अभियन्ता

