अनुभव एवं स्थानिक निर्देशात
अध्यक्ष अधेड़ कार्यालय लिमिटेड
चोर्ट राजधानी लिमिटेड

लाल राजा (निधिन) एवं
लाल राजा, दिनांक 30 अगस्त, 2011

विषय — केराण हिन्दुस्तान लिमिटेड द्वारा उनकी 02 बीली मिलों में स्थापित की गई श्रेणी 50-60 मेगावाट की धार्मिक विदुष परियोजना तथा 1380 मेगावाट ललितपुर
साइकिल विदुष परियोजना से 100 प्रतिशत अंशुद उपभोग किये जाने के समय में।

प्रारूप:

उपरोक्त विषय पर लूका यह वक्तन का निर्देश हुआ है कि शासन हारा सामयक
विपरीतत्व का इतना विरोध नहीं किया जा सकता कहा कि 1980 नेगवाड़ ललितपुर डायलैक विदुष
परियोजना का, अबूल हिन्दुस्तान लिमिटेड द्वारा 95 चीनी मिलों में स्थापित की जा रही
50-60 मेगावाट परियोजनाओं में स्वतंत्र धार्मिक विदुष निगम आयोग इसे
विचारित करने वाले प्रत्येक संस्था को नामित पूर्वी उदार वादक कार्यालय लिमिटेड हास
करने का साथ जाएगी।

2.— अथवा अधर्मलक्ष्मी उपक्रम कार्यवाही करने जून कृत कार्यवाही से शासन को
अवगत करने का कार्य करेगा।

(लाल राजा)

लाल राजा, महाभारत
महित

(लाल राजा)
Supplementary Power Purchase Agreement

Between

Paschimanchal Vidyut Vitran Nigam Ltd.

("Procurer 1")

and

Poorvanchal Vidyut Vitran Nigam Ltd.

("Procurer 2")

and

Madhyanchal Vidyut Vitran Nigam Ltd.

("Procurer 3")

and

Dakshinanchal Vidyut Vitran Nigam Ltd.

("Procurer 4")

and

Bajaj Energy Private Limited

Unit - Khabharakhera (Lakhimpur Kheri)

("Seller")
This Agreement is made on the 15th day of June, 2011

Between

(1) Paschimanchal Vidyut Vitrans Nigam Ltd, a company incorporated in India and registered under the Companies Act, 1956, having its registered office at Victoria Park Meerut-250001 (Hereinafter referred to as “Procuer 1”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, nominees and permitted assigns); and

(2) Poorvanchal Vidyut Vitrans Nigam Ltd, a company incorporated in India and registered under the Companies Act, 1956, having its registered office at Vidyut Nagar, P.O. DLW, Varanasi-2201010 (Hereinafter referred to as “Procuer 2”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, nominees and permitted assigns); and

(3) Madhyanchal Vidyut Vitrans Nigam Ltd, a company incorporated in India and registered under the Companies Act, 1956, having its registered office at 4A, Gokhale Marg, Lucknow-226001 (Hereinafter referred to as “Procuer 3”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, nominees and permitted assigns); and

[Signature]

[Stamp: Electric Energy Private Limited]
Dakshinanchal Vidyut Vitran Nigam Ltd., a company incorporated in India and registered under the Companies Act, 1956, having its registered office at Uria Bhawan, NH2, Sikandra, Agra (Hereinafter referred to as "Procurer 4", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, nominees and permitted assigns)

THROUGH

UTTAR PRADESH POWER CORPORATION LIMITED ("UPPCL") a company incorporated in India and registered under the Companies Act, 1956, having its registered office at Shakti Bhawan, 14, Ashok Marg, Lucknow, U.P. duly authorised by each of the above Procurers to enter into this Agreement on their behalf

(The "Procurer1", "Procurer 2", "Procurer 3" and "Procurer 4" are (hereinafter collectively referred to as the "Procurers" and individually as a "Procurer")

And

Bajaj Energy Private Limited (the "Seller"), a company incorporated in India and registered under the Companies Act, 1956, having its registered office and Corporate office at B-10 Sector 3, Noida, Gautam Budh Nagar (UP)

(each of the "Procurer 1", "Procurer 2", "Procurer 3", "Procurer 4" and "Seller" are individually referred as "Party" and collectively to as the "Parties")

WHEREAS:

A- Power Purchase Agreement Dated 10-12-2010 was signed between the aforesaid Parties for purchase of 90% Saleable Energy from 2x45 MW Thermal Power Generating Plant situated at Khambhhkhera, Distt. Lakhimpur Kheri in accordance with GoUP Energy Policy-2009 (as amended ) issued by Department of Energy, GoUP.

B- Subsequently the seller offered vide letter dated 11-1-11 to supply entire (100%) Saleable Energy on which the GoUP vide order no. 456 dated 26-5-11 have accorded the permission with the provision that 100% Power will be purchased by the State nominated agency UP Power Corporation at the Power Purchase Rates to be determined by UPERC.

C- UPPCL vide Letter No377 Dated 07-05-2011 have accorded the monetary limit for liability and indemnification of either Party, which was left blank at clause-15.2 at the time of signing of PPA.

NOW, THEREFORE, in consideration of the foregoing and respective covenants and agreements set forth in this PPA and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

[Signature]

[Stamp]

UPPCL
Shakti Bhawan Bhata
Lucknow
1- The entire (100%) Saleable Energy produced from 2x45 MW Generating Plant will be purchased by UPPCL at the rates to be determined by UPERC. Accordingly, the contracted capacity shall be 100% of the installed capacity. The Available capacity for sale of energy, wherever mentioned, shall be 100% instead of 90% and the clause 4.3.4 of PPA stands deleted.

2- Under clause 15.2 of PPA, the monetary Limitation of Liability of either Party i.e. Indemnifying Party and Indemnified Party shall be up to the amount of Rs 2.00 Cr (Rs Two Crore only) and with respect to each Procuer, the above limit shall be divided in the ratio of their allocated capacity as mentioned in the said clause.

All other terms and conditions of PPA dated 10-12-10 shall remain unaltered.

IN WITNESS WHEREOF the Parties have executed these presents through their authorized representatives at Lucknow.

For and on behalf of
[Procuer]

For and on behalf of
[TIE Seller]

Witness:
1. G. P. Ramachandaran
   (EE, PPA)

Witness:
1. Pradeep Sinha

2. Jayant D. Mehta
   (EE, PPA)