

**POWER PURCHASE AGREEMENT**

**BETWEEN**

**M/S** \_\_\_\_\_

**AND**

**HARYANA POWER PURCHASE CENTRE**

**THIS DEED OF AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2008 (hereinafter called the effective date) by and between M/S \_\_\_\_\_, a company formed & incorporated in India under \_\_\_\_\_ (hereinafter called the Company) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part and the Haryana Power Purchase Centre on behalf of UHBVN & DHBVN, vide notification No. 1/1/2008-1 power dated 11.04.2008 (hereinafter called the HPPC) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as part of the second part. Each of HPPC and the Company shall be referred to herein as a 'Party' and collectively as "Parties".

WHEREAS, the Company proposes to design, construct, own, operate & maintain a \_\_\_\_\_ MW \_\_\_\_\_ Power Project at Village \_\_\_\_\_ Block \_\_\_\_\_ Tehsil \_\_\_\_\_ & Dist. \_\_\_\_\_ in the state of Haryana with an aggregate capacity of \_\_\_\_\_ MW as per details given in Annexure-I.

WHEREAS, HPPC on behalf of UHBVNL & DHBVNL desires to procure electric energy generated in the Company's facility and for purchase all such energy offered by the Company for sale, upon the terms & conditions set forth therein.

## DEFINITIONS

For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

“**Agreement**” shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the mutual consent of parties from time to time.

“**Billing Period**” means the calendar month ending with the Meeting Date. The first Billing Period shall commence with the Commercial Operation Date and end with the Metering Date of the succeeding month.

“**Business Day**” means any day which is not a bank holiday or public holiday in Haryana.

“**Commercial Operation Date**” with respect of each Unit of the Project shall mean the date on which such Unit is made available for commercial operation and such date as specified in a written notice given atleast 10 days in advance by the Company HPPC. In any case, the outer most completion period is governed by Article 2 Clause 2(iii).

“**Commission**” means Haryana Electricity Regulator Commission (HERC).

“**CERC**” means Central Electricity Regulator Commission.

“**Delivery Point**” shall be the point or points at which interconnection is made between the interconnection Facilities of the Company and the Grid System of Nigam/Nigams.

“**Delivered Energy**” means the kilowatt Hours of electricity actually fed into the Grid system and measured by energy meters at Delivery Point in a billing period.

“**Due Date of payment**” in respect of a Tariff invoice means the date, which shall be 30<sup>th</sup> day from the date of receipt of such invoices by the designated official of corporation.

“**Effective Date**” means the date of signing this PPA.

“**Electricity**” shall mean the electrical energy in kilowatt hours.

“**Electricity Laws**” shall mean Haryana Electricity Reforms Act 1997 and Electricity Act 2003 and the relevant rules, notification, and amendments issued there under.

“**Emergency**” means a condition or situation affecting either Corporation’s electrical system or the Grid System, including without limitation, frequency variations beyond the Technical Limits, which threatens the safe and reliable operation of such system

or which is likely to result in disruption of safe, adequate and continuous electric supply by Corporation or the Grid System or could endanger life or property.

“**Force Majeure Event**” shall have the meaning set forth in Article 16.

“**GOH**” means the Government of the State of Haryana.

“**Grid System**” means Nigam’s power transmission system through which Delivered Energy is evacuated and distributed.

“**HAREDA**” means Haryana Renewable Energy Development Agency.

“**HPPC**” means Haryana Power Purchase Centre, a joint forum (as per definition in clause 14).

“**Installed Capacity**” means the capacity of the Project at the generating terminal(s) guaranteed by the company to interconnect power point.

“**KV**” means kilo Volt.

“**kWH**” means Kilowatt-hour.

“**Law**” means any valid act, law, legislation, statute, rule, regulation, notification, directive, order, policy, by-law, administrative guideline, ruling, treaty or any interpretation thereof enacted, issued, promulgated by the Governmental Instrumentality.

“**Letter of Credit**” shall mean the irrevocable letter of credit established by a nationalized/scheduled bank in favour of the Company.

“**Metering Date**” for a Billing Period, means 12’00 Hrs of the first day of the calendar month.

“**Metering Point**” for purposes of recording of Delivered Energy will be the Delivery Point and shall include two separate sets of electronic trivector means, main meter and check meter installed by the Company having facilities to record both export and import of electricity to/from the grid. These meters shall be installed sealed in the presence of Nigam’s representative.

“**Monthly Energy Charge**” means the charges payable by the Corporation for the energy delivered at the metering point for the billing period at applicable tariff.

“**MW**” means Megawatts.

“**Nigam**” means UTTAR HARYANA BIJLI VITRAN NIGAM (UHBVN) DAKSHIN HARYANA-BIJLI VITRAN NIGAM (DHBVN)

“**NIGAM Load Despatch Centre**” means the load despatch centre of the NIGAM.

**“Scheduled Date of Completion”** shall mean the date on which the last Unit of the Project is scheduled to deliver Electricity to Corporation at the Delivery Point after completion of all the required test.

**“STU”** State Transmission Utility which in this case is HVPN.

**“Tariff”** means the rate payable by the Nigam for every kWh of delivered energy at the metering point.

**“Tariff Invoice”** means the amount claimed by the company for the energy delivered during the Billing period at the applicable tariff.

**“Technical Limits”** means the limits and constraints described in Schedule 2 relating to the operations, maintenance and despatch of the Project.

**“Unit”** means one set of hydro turbine-generator and auxiliary equipment and facilities forming part of the Project.

**“Voltage of Delivery”** means the voltage at which the electricity generated by the project is required to be delivered to Nigam.

## **INTERPRETATION:**

In this agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa (ii) a reference to any party includes that party's successors and permitted assigns.

NOW, THEREFORE, in consideration of premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:

### **1.0.0 ENERGY PURCHASE AND SALE:**

#### **1.1.0 Sale of Energy by Company :**

1.1.1 The HPPC shall purchase and accept all energy made available at the interconnection point from the Company's facility, pursuant to the terms and conditions of this agreement at the rate of Rs. \_\_\_\_ per kWh applicable for the year 2007-2008 as per the tariff order dated 15.05.2007 issued by the Haryana Electricity Regulatory Commission.

Annual Escalation @ \_\_% on the rate will be admissible up to the year (2011-2012) i.e. upto 31.03.2012 and for the remaining duration of the agreement, the purchase price shall be decided & notified by the Haryana Electricity Regulatory Commission. The escalated tariff will be applicable from 1<sup>st</sup> day of April of each year. This rate would be uniform throughout the day for the entire year. No additional payment whatsoever may be on any account shall be payable by the HPPC.

1.1.2 The State Transmission utility/distribution licensee will bear the cost of EHV/HV transmission line upto a distance of 10 km from the point of energy metering. Beyond the 10 km distance, the balance cost of transmission line shall be shared equally between the company and STU/distribution licensee as per \_\_\_\_\_.

1.1.3 The Company shall also generate matching MVArS corresponding to 0.80 PF & above, so that there is no adverse effect of Nigam system. Monthly average

PF shall be computed from ratio of kWh to kVAh injected into Nigam's system during the month.

**2.0.0 BILLING PROCEDURE AND PAYMENTS:**

2.1.0 The designated representatives of the parties shall record joint readings of the meters at interconnection point on the first day of every calendar month. Readings will also be recorded at 12:00 Hours on the dates the change of tariff becomes effective.

2.2.0 Monthly energy account depicting energy delivered & wheeled to HPPC, shall be prepared and maintained by HPPC on behalf of UHBVN & DHBVN.

2.3.0 The company shall raise invoices on the HPPC for the energy sold by the Company to the HPPC; the Company shall raise monthly bills on the tariff described in clause 1.1.1.

2.4.0 The invoice pursuant to Clause 3.3.0 shall be delivered by the Company to the HPPC at its designated office on or before the 5<sup>th</sup> day of the month hereinafter called the Invoice Date. The HPPC shall make full payment of such invoice within 30 days receipt of the invoice hereinafter called the Due Date by cheque payable at \_\_\_\_\_. In case of payment of invoices before due date, rebate as per CERC or HERC rates existing as on day of agreement shall be allowed for such payments.

2.5.0 In case the payments are delayed beyond 60 days the UHBVN/DHBVN would be liable to pay interest for the delayed amount @ 15% per annum for the actual period of delay.

2.6.0 UHBVN/DHBVN will provide an irrevocable and revolving letter of credit (LC) issued by any nationalized bank for an equivalent amount of one month bill amount on the basis of average of last three months bill subject to the conditions that all kind of LC charges will be borne by the Company.

**3.0.0 SYNCHRONISED & INTEGRATED OPERATIONS:**

3.1.0 The Nigam/Nigams shall allow the Company to interconnect its generating system and operate it in synchronism with Nigam's system subject to the terms and provisions of this agreement. The company shall run the plant as a part of integrated system to generate power in synchronism with the grid and shall inject three phase 50 Hz (nominal) AC Supply into Nigam/Nigams system at \_\_\_ kV.

#### 4.0.0 **GENERATION FACILITIES – OPERATION & MAINTENANCE :**

4.1.0 The company shall be responsible for obtaining and keeping in force at its own cost, all consents, clearances and permits required for establishing and operating the generation facility viz.

- i) DPR approval from HAREDA.
- ii) MOU with irrigation/HAREDA.
- iii) NOC from village Panchayat.
- iv) NOC from HSPCB.
- v) Clearance from environmental department Haryana.
- vi) Forest clearance from Govt. of India.
- vii) Approval from Town & Country Planning.
- viii) Clearances from National Airport Authority.

required for establishment each unit of power plant in operation prior to the signing of PPA and ensure statutory compliance throughout the operative period of plant. Further, company/IPP shall also obtain the following clearances after signing of this PPA:-

- i) NOC from District Fire Officer
- ii) NOC from Chief Electrical Inspector

4.2.0 The Company shall be responsible at its own expense for ensuring that the Power Station is operated and maintained in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on the Grid system.

4.3.0 Company shall meet with all the statutory laws as applicable.

4.4.0 HPPC shall have the right to designate from time to time its officers/official who shall be responsible for inspecting the Power Station for the purpose of verifying progress of Company.

4.5.0 HPPC shall be informed by the Company but in no event later than 30 (thirty) days prior to the scheduled date of synchronization:

- i) Detailed procedure for synchronization of the Plant with STATE UTILITY'S grid under different conditions of operation.
- ii) Shut-down and start up procedures.

4.6.0 The Company shall carry out regular maintenance and overhauls of its plant as per recommended schedules and procedures of the equipment suppliers. The schedule of maintenance and overhauls which require plant shut down shall be intimated to the respective utility Load Despatch Centre to which the plant is catering supply of energy.

4.7.0 The company shall install and whenever required, augment the equipment at his own cost to match it with the fault level of utility system during the tenure of this PPA.

4.8.0 The company shall use all reasonable efforts to give advance notice to the HPPC to the extent possible of any unscheduled outage and shall provide the HPPC with an estimate of duration and scope of such outage.

4.9.0 For matters relating to grid operations and load despatch, the directions of State Load Despatch Centre of State Utilities or any other officer which may be authorized by the HPPC shall be strictly complied with by the Company. Any dispute on this account shall be referred to Chief Engineer incharge System Operation of respective utility whose decision shall be final.

#### **5.0.0 SYNCHRONISATION AND INTERCONNECTION FACILITIES:**

**5.1.0** The synchronization equipment will be installed by the company at its generation facility at its own cost. Company shall synchronize its system with the Nigam's system only after the grant of approval of synchronization scheme C.E./Sub-station and checking/verification made by the competent authority of concerned competent authority of Protection Wing. Company



shall, immediately after each synchronization/tripping of generator, inform the grid sub station to which the plant is electrically connected.

5.2.0 The company shall provide step-up transformers, panels, kiosks, protection & metering equipment at the generation facility and fully equipped line bay(s) in its switchyard for termination of interconnecting transmission line(s) of the Nigam. Company shall also provide proper & reliable communication between the generation facility & Grid substation of HPPC where power is to be delivered by generation facility. The cost of these works will be borne by the Company.

5.3.0 The Nigam shall also provide at its own cost required transmission line(s) from the grid substation of the HVPN/UHBVN/DHBVN up-to Company's switchyard generation facility subject to provisions contained in clause 1.1.2. The associated equipment(s) at grid substation for accepting energy from the Project shall also be provided by the Nigam.

5.4.0 The Company and the HPPC in mutual consultation with each other shall decide on the scheme for protection of the interconnection line(s) and of the facilities at both ends. All electrical equipment shall be installed as per guidelines of Chief Electrical Inspector, Government of Haryana.

5.5.0 Notwithstanding the provisions of this agreement, the HPPC will not be responsible for any damage that may occur to the company's generation system for any reason whatsoever.

**6.0.0 PROTECTIVE EQUIPMENT & INTERLOCKING :**

6.1.0 The company shall provide necessary protective equipment and interlocking devices at generating system, so that no adverse effect is caused to the Nigam's Grid system. The company shall obtain approval of the HPPC for the protection logic of the generator system and synchronization schemes and any modifications thereto subsequent to commissioning of the project.

6.2.0 The company shall energize its equipment/synchronizing scheme only after the approval of competent authority of Nigam and rectification of the

defects/observations pointed out by him. Routine checking/testing shall be carried for company's sub-station/equipment on the same basis as is being done for Nigam's sub-stations.

6.3.0 Testing charges for commissioning as well as routine checking shall be borne by the company.

6.4.0 Notwithstanding such checking/verification, the HPPC shall not be responsible for any damage caused to the generating facility on account of any act done in good faith during such checking/verification.

**7.0.0 LIAISON WITH & ASSISTANCE FROM THE HPPC:**

7.1.0 The company shall keep a close liaison with the State Load Despatch Centre and/or other designated officers/officials of the HPPC during the period of generation. During the period this agreement is in force, after completion of its annual maintenance program, the company shall give 7 days prior intimation of the synchronizing program for the first time, and also furnish in the last week of every month supply plan indicating the total quantum of electricity likely to be delivered in the next month.

7.2.0 The company shall also inform the date of commencement of delivery of power one monthly in advance and arrange for testing & commissioning of the protection system before synchronization.

**8.0.0 METERING:**

8.1.0 Energy meters (main & check) of 0.5 class of better accuracy and having kWh, kVAh & kVArh facility duly checked by Nigam shall be installed at interconnection Point by the Company at its own cost capable of recording and storing half hour averages of the Electrical Parameters for a minimum of 35 days(hereinafter called export Meters). Similar meters (Main and check of the same accuracy shall be installed by the Nigam at the Grid Sub station of the Nigam where power is received (hereinafter called Import Meters) Dedicated CTs and PTs of 0.5 class or better accuracy shall also be made available by the company at the interconnecting point.

- 8.2.0 All the meters, CTs and PTs described in Clause 8.1.0 above shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with except in the presence of the representatives of both parties. For testing and calibration of meters, a notice of at least seven (7) days shall be given by the Party requesting the testing to enable the authorized representatives of both the parties to be present.
- 8.3.0 All meters, CT and PT shall be checked for accuracy prior to commissioning & once in every six (6) months by both parties and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for such meters.
- 8.4.0 Meter readings of the main meter will form the basis of billing, so long as the half yearly checks here of are within the prescribed limit.
- 8.5.0 Where the half yearly check indicates errors in the Main Meters beyond the prescribed limit but no such error is noticed in the Check Meters, billing for the month up to the date & time of such test check will be done on the basis of check meters and the Main Meters will be re-calibrated immediately. Billing for the period after the Main Meters are calibrated shall be as per the calibrated meters.
- 8.6.0 If during the half yearly checks, both the main meters and the check meters are found to be beyond permissible limits or error, the meters shall be immediately recalibrated and the correction shall be applied to the consumption registered by the Main Meters to arrive at the correct consumption of energy for billing purposes for the period of the month up to the time of such check, billing for the period thereafter till the next monthly meter reading shall be measures by re-calibrated Main Meters.
- 8.7.0 Corrections in billing, wherever necessary, shall be applicable to the period between date & time of the previous test calibration and the date & time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested at 100, 75, 50, 25 & 10

percent load at unity, 0.85 lag & 0.75 lag power factors. Of these fifteen values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.

8.8.0 The billing will be normally done on the basis of readings recorded by the meters installed at inter connection (Main Meters). In case the metering equipment of interconnection point becomes defective, the billing shall be done on the basis of meter readings of the meters installed at STATE UTILITY Grid Substation. The defective meters shall however be replaced within three (3) months of the detection by either party.

8.9.0 If both the Energy Meters located at interconnection point and STATE UTILITY Grid Substation fail to record the Electricity supplied then the Electricity supplied will be computed from the log sheets maintained at HPPC's Grid substation for that period of defect which shall be final & binding on both parties.

8.10.0 For the purpose of test & calibration, the sub standard meter shall be got calibrated and sealed from reputed testing Laboratory. This meter shall be calibrated once in every 2 years.

**9.0.0 COMMISSIONING OF GENERATION FACILITIES:**

9.1.0 The Company shall commission the generation facilities and synchronize with the Nigam's grid not later than \_\_\_\_\_.

**10.0.0 CONTINUITY OF SERVICE:**

10.1.0 The HPPC may require the Company to temporarily curtail or interrupt delivery of energy when necessary in the following circumstances:

10.1.1 For repair, replacement and removal of the Nigam equipment or any part of its system that is associated with the Company's facility. However, as far as practicable such an event shall be scheduled during the annual shut down period of the generation facilities.

10.1.2 Load crash in Nigam grid system due to wide-spread rains, cyclones or typhoons.

10.1.3 Conditions leading to overloading of interconnecting transformers, transmission lines and switchgears due to outage of some equipment at Nigam's interconnecting grid.

10.1.4 If the HPPC determines that the continued operation of the facility may endanger the safety of the Nigam personnel or integrity of the Nigam electric system or have an adverse effect of the electric service to the Nigam other customer(s).

10.1.5 Under Force-Majeure Conditions of the HPPC/NIGAMS

10.1.6 Instructions for the disconnection of the generation facility from the Nigam system shall be notified by the designated Area Load Despatch Centre for the period/duration indicated by it. However, the Nigams shall take all reasonable steps to minimize the number and duration of such interruptions, curtailments or reductions.

**11.0.0 DURATION:**

11.1.0 Except where terminated by default, this agreement shall remain in force for twenty five (25) years from the date of execution of this agreement and can be extended by another ten (10) years through mutual agreement.

**12.0.0 EVENTS OF DEFAULT AND TERMINATION:**

**12.1.0 EVENTS OF DEFAULT OF COMPANY:**

12.1.1 The occurrence of any or combination of the following events at any time during the term of this agreement shall constitute and event of default by the company:

12.1.2 Failure to pay to the HPPC any amount payable and due under this Agreement within sixty (60) calendar days after receipt of invoice.

12.1.3 Failure on the part of the Company to use reasonable diligence in operating, maintaining or repairing the Company's facility.

12.1.4 Failure or refusal by the Company to perform its material obligation under this Agreement.

12.1.5 Failures to use State Policy for promoting Generation of Electricity through Renewable Energy Sources notified vide no. 22/69/2005-5P dated 23.11.05 and HERC tariff order 15.05.2007.

12.1.6 Abandonment of its generation facilities by the Company or the discontinuance by the Company of services covered under this Agreement without any reasonable cause.

#### **12.2.0 EVENTS OF DEFAULT OF HPPC:**

12.2.1 The occurrence of any of the following at any time during the term of this Agreement shall constitute an Events of Default by the HPPC.

12.2.1.1 Failure or refusal by the HPPC to perform its material obligations under this Agreement.

12.2.1.2 Failure to use reasonable diligence in operating, maintaining or repairing the Nigam's interconnection facilities.

12.2.2 If any Event of Default by either party shall extends for a period of Sixty (60) Calendar 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 15 days written notice of such termination to the party in default.

12.2.3 Failure by either the HPPC or the Company to exercise any of these rights under this Agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived any failure to perform by the other unless it has made such waiver specifically in writing.

12.2.4 Either the HPPC or the Company may terminate this Agreement upon notice to the other party, if the Company's facility fails to begin producing electric energy within Three (3) years from the planned commercial operational date.

### **13.0 SETTLEMENT OF DISPUTES :**

- 13.1.0 Any dispute(s) or difference(s) arising out of or in connection with the power purchase agreement shall, to the extent possible, settled amicably between the parties.
- 13.2.0 If any dispute(s) or difference(s) of any kind whatsoever shall arise between the generator and the HPPC arising out of the PPA for the contractual obligation whether during the operation of the contract or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place be referred to and settled by the empowered officer to be appointed by the HPPC, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the both the parties in contract
- 13.3 Unless as hereinafter provided such decision in respect of any matter so referred shall be final and binding upon both the parties.
- 13.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such noticed, the said decision shall become final and binding on the parties.
- 13.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the generator the HPPC being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

#### **14.0.0 ARBITRATION:**

14.1 Notwithstanding the existence of any question, disputes and difference referred to arbitration, the parties hereto shall continue to perform their respective obligations under this agreement.

14.2 All matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequence or relating to this PPA whether or not obligations of either of both parties under this PPA be subsisting at the time of such dispute and whether or not this PPA has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of the MD/UHBVN or an officer appointed by the MD/ UHBVN as his nominee. The award of the arbitrator shall be final and binding on the parties to this PPA.

Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 and the rules there under and statutory modification thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

#### **15.0.0 INDEMNIFICATION:**

15.1.1 The Company shall indemnify, defend and hold harmless the Nigam/ HPPC and its members, Directors, Officers, employees and agents and their respective heirs, successors, legal representatives and assigns from and against any and all liabilities, damages , costs expenses (including attorneys fees), losses, claims, demands, action, cause of action, suits and proceedings of every kind, including those for damage to property of any person or entity (including the Company) and/ or for injury to or death of any person (including the Company's employees and agents) which directly results from partial/ total grid failure or arise out of or in connection with negligence or will full misconduct of the Company.

15.1.2 The HPPC shall indemnify and hold harmless the Company and its Directors, Officers, Employees and Agents, and their respective heirs, successors, legal representatives and assigns, from and all liabilities, damages, costs,



expenses (including outside attorneys fees), losses, claims, damage to the property or any person or entity (including the HPPC) and/or injury to or death of any person (including the HPPC's employees and agents) which directly or indirectly result from or arise out of or in connection with the negligence or will full misconduct of the HPPC.

#### **16.0.0 ASSIGNMENT:**

16.1.0 This Agreement may not be assigned by either the HPPC or the Company 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.

#### **17.0.0 FORCE MAJEURE :**

17.1 If any party hereto shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through lightning, earthquake, fire, floods, invasion, Insurrection, rebellion, mutiny, tidal wave, civil unrest, riot, epidemics, explosion, the order of any court, judge or civil authority, change in State or National Law, War, any act of God or the public enemy, or any other similar to dissimilar cause reasonable beyond its exclusive control and not attributable to its neglect, then and 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 there from.

17.2 The party invoking this clause shall satisfy the other party of the existence of such an event and give written notice within Seven (7) days to the other party and take all possible steps to revert to normal conditions.

#### **18.0 AUTHORITY TO EXECUTE:**

18.1 Each respective party represents and warrants as follows:

18.2 Each respective party has all necessary rights, powers and authorities to execute deliver and perform this Agreement.

18.3 The execution delivery and performances of this Agreement by each respective party will 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.

**19.0 AMENDMENTS:**

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

**20.0 BINDING EFFECT:**

20.1 This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

**21.0 BANK GUARANTEE:**

21.1 The generator shall provide Bank Guarantee (B.G.) equal to 10% of amount of cost incurred in providing infrastructure/interconnecting facilities as per provision of the department of concerned utility. The B.G shall be valid upto the period of Commercial Date of Operation (COD) as indicated by the generator and shall be extendable upto the actual COD.

**22.0.0 NOTICES:**

22.1 Any written notice provided hereunder shall be delivered personally or sent by registered post acknowledgement due or by courier for receipted delivery with postage or Courier charges prepaid to the other party at the following address:

HPPC : Chief Engineer  
Haryana Power Purchase Centre,  
Shakti Bhawan, Sector-6, Panchkula

Company : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22.2 Notice delivered personally shall be deemed to have been given when it is delivered to the Company at address set forth above and actually delivered to such person or left with a responsible person in such 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.

22.3 Any party hereto may change its address for written notice by giving written notice of such changes to the other party hereto.

**23.0 EFFECT OF SECTION HEADINGS:**

23.1 The headings or titles of the several sections hereof are for convenience of reference and shall not effect the construction or interpretation of any provision of this Agreement.

**24.0 RELATIONSHIP OF THE PARTIES:**

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

**25.0 GOVERNING LAW:**

25.1 This agreement shall be governed by and construed in accordance with the prevailing laws.

**26.0 APPROVALS:**

25.1.1 Wherever either HPPC or Company approvals are required in this agreement, it is understood that such approvals shall not be unreasonably withheld.

IN WITNESS WHEREOF, the HPPC and the Company have executed this Agreement as on \_\_\_\_\_ the day of \_\_\_\_\_ in the year 2008.

For the Company

For the HPPC

by

by

its

its

Witnessed by :

Witnessed by :

Name :

Name :

Designation :

Designation :

Address :

Address :