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Ref. NVVN/Solar-NP/PV/10-11/0263

**POWER PURCHASE AGREEMENT
FOR
PROCUREMENT OF 5 MW SOLAR POWER
ON LONG TERM BASIS
(UNDER NEW PROJECTS SCHEME)**

Between

CCCL Infrastructure Limited

And

NTPC Vidyut Vyapar Nigam Limited. (NVVN)

This Power Purchase Agreement is made on the 10th day of January of 2011 at New Delhi

Between

CCCL Infrastructure Limited, a company incorporated under the Companies Act 1956, having its registered office at 5, II Link Street, CIT Colony, Mylapore, Chennai-600004 (hereinafter referred to as "Solar Power Developer or SPD", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the first part;



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4 ARTICLE 4 : CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *SPD's Obligations*

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

- a) obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- c) the commencement of supply of power up to the Contracted Capacity to NVVN no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement; and
- d) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; and
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- f) maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1) year for new projects after Commercial Operation Date; and
- g) fulfilling all obligations undertaken by the SPD under this Agreement.

4.2 *Information regarding Interconnection Facilities*

4.2.1 The SPD shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point.

4.3 *Purchase and sale of Contracted Capacity*

4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell to NVVN and NVVN undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4 *Right to Contracted Capacity & Energy*

4.4.1 NVVN, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond 9.198 Million kWh (MU). If for any Contract Year, it is found that the SPD has not been able to generate minimum energy of 5.256 Million kWh (MU), on account of reasons solely attributable to the SPD, the non-compliance by SPD shall make SPD liable to pay the compensation provided in the PSA as payable to Discoms and shall duly pay such compensation to NVVN to enable



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NVVN to remit the amount to Discoms. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be computed at the rate equal to the compensation payable by the Discoms towards non-meeting of RPOs, subject to a minimum of 25% of the applicable tariff.

- 4.4.2 Notwithstanding Article 4.4.1, the SPD is free to sell such power to any third party prior to the Scheduled Commissioning Date and any capacity which is in excess of the quantum of power agreed to be supplied under this Agreement from Scheduled Commissioning Date. Provided that the SPD shall not be entitled to claim benefit of bundling of power provided in this Agreement in any manner whatsoever on such sale of infirm power or power in excess of the contracted capacity as the case may be.

4.5 *Extensions of Time*

- 4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any NVVN Event of Default; or
- b) Force Majeure Events affecting NVVN, or
- c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.5.2, for a reasonable period but not less than 'day for day' basis, to permit the SPD or NVVN through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or NVVN, or till such time such Event of Default is rectified by NVVN.

- 4.5.2 Subject to Article 4.5.6, in case of extension occurring due to reasons specified in Article 4.5.1(a), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than six (6) months.

- 4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

- 4.5.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

- 4.5.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

- 4.5.6 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this



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