

DCM Shriram Limited a limited company incorporated under the Companies Act, 1956 (hereinafter referred to as “**Seller**”) and having its registered office at 2nd Floor (West Wing), Worldmark 1, Aerocity, New Delhi – 110037 which expressions unless repugnant to the context or meaning thereof shall be deemed to include its successor’s and permitted assigns.

Whereas

- A. In accordance with the revised guidelines for Short-Term procurement of power notified by the Ministry of Power vide resolution dated 30 March 2016 and amendments thereof for Short-Term procurement of power by distribution licensee through e-bidding portal (DEEP), the Procurer had initiated a competitive bidding process through issue of RfP dated **8 October, 2024** for procurement of power for Short-Term for meeting the Procurer’s power requirements for the period from **1 December 2024 to 15 April 2025** (“Contract Period”).
- B. Pursuant to the said bidding process, DCM Shriram Limited [Source: 7.5 MW Power Plant located at DCM Shriram Limited, Sugar Unit – Ajbapur, P.O. Mullapur, District Lakhimpur Kheri, Uttar Pradesh (Intra-State Generator)] has been selected by the Procurer, as the Seller for sale and supply of Electricity to the Procurer, for the Aggregate Contracted Capacity (as described hereunder) in accordance with the terms of this Agreement.
- C. The Parties hereby have executed this Power Purchase Agreement settling out the terms and conditions for the sale of power up to the Contracted Capacity (*defined below*) *on the short term basis*, by the Seller to the Procurer during the Contract Period.

Now, in consideration of the mutual consideration, promises and covenants, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. QUANTUM AND RATE

Requisition No.	Contract Period		Slot/ Time (Hrs.)		Quantum at Delivery point (In MW)*	Price for the Total Quantum (In Rs/kWh)	Delivery Point
	From	To	From	To			
1	01-12-2024	15-04-2025	00.00	To 24.00	5.00	5.45	U.P. Periphery i.e. U.P, State Transmission System

Kavin Bhatia
DCM Shriram Ltd.
New Delhi

S. Gupta
NIPCO DEVELOPMENT LIMITED
1

Requisition No.	Contract Period		Slot/ Time (Hrs.)		Quantum at Delivery point (In MW)*	Price for the Total Quantum (In Rs/kWh)	Delivery Point
	From	To	From	To			
							periphery

**Note: The daily schedule of Contracted Capacity shall be provided on Day Ahead basis*

- 1.1. Subject to provisions of this Agreement, the entire Contracted Capacity for the respective period as stated above shall be for the exclusive benefit of the Procurer and the Procurer shall have the exclusive right to purchase the entire Contracted Capacity from the Seller and the Seller shall not grant to any third party or allow any third party to obtain any entitlement to the Contracted Capacity. The Renewable Energy Generator [Source: 7.5 MW Power Plant located at DCM Shriram Limited, Sugar Unit – Ajbapur, P.O. Mullapur, District Lakhimpur Kheri, Uttar Pradesh (Intra-State Generator)] shall not be entitled to claim Renewable Energy Certificate's (REC's) as power being supplied is Green Power to meet RPO of Buyer/NIDP and shall issue a monthly certificate on its Letter Head by 5th of the next month mentioning details of Plant, the period of supply and quantum supplied in last month to NIDP is green power.

2. DELIVERY POINT

- 2.1. The Delivery Point shall be the interface of Transmission network of Uttar Pradesh State i.e. U.P. State Transmission Periphery/U.P. STU Periphery. U.P. Periphery i.e. U.P. State Transmission System periphery.

3. OPEN ACCESS

- 3.1. All Open Access charges & losses up to the Delivery Point shall be borne by the Bidder. All other charges & losses beyond Delivery Point i.e. consent Open Access Application fee of UPSLDC, UPSLDC registration fee, scheduling & operating charges of UPSLDC along with U.P. State transmission charges & losses shall be borne by NIDP and same will be reimbursed by NIDP within 7 working days excluding the receipt of the reimbursement bill.

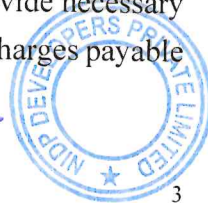
Kavin Bhatia
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New Delhi

S. Gupta
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- 3.2. The power shall be scheduled under GNA/T-GNA or combination thereof as per the discretion of NIDP and the seller/bidder must accept the same and provide necessary document/approval from their concerned RLDC/SLDC.
- 3.3. If T-GNA is applied by NIDP in such case, all Open Access charges up to Delivery Point (if any) shall be reimbursed to NIDP without any rebate within 7 days excluding the receipt of the bill from NIDP, beyond which Late Payment Surcharge @ 1.25% per month shall be applicable and vice versa.
- 3.4. There shall be no escalation in the Tariff during the Contract Period. In the event of 'Change in Law' the Tariff should be constant and there shall be no escalation during the Contract Period.
- 3.5. The Seller shall be responsible for making application under short term Open Access for the entire Contracted Capacity within applicable timelines as approved by the Hon'ble Uttar Pradesh Electricity Regulatory Commission ("UPERC") / Central Electricity Regulatory Commission ("CERC") failing which the Earnest Money Deposit ("EMD") provided by the Seller shall stand forfeited.
- 3.6. The Seller shall be responsible to seek necessary Open Access approvals from the competent authority, for scheduling of Contracted Capacity up to the Delivery Point, wherever necessary, at its own cost, risk and consequence and ensure the commencement of supply from Scheduled Delivery Date.
- 3.7. **Scheduling Procedure:** The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of Indian Electricity Grid Code (IEGC)/State Electricity Grid Code (SEGC), framework of ABT and relevant rules and regulations of CERC / SERC, whichever is applicable.
- 3.8. **Booking of Transmission Corridors:** The successful bidder shall apply for booking of the Open Access transmission corridor to nodal RLDC/SLDC. The successful bidder shall be fully responsible for the timely filing of Open Access application before the nodal agency RLDC/SLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the Open Access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/SERC regulations for Short term Open Access and Procedure for reservation of Transmission Capacity for Short term Open Access customers (Inclusive of all the amendments till date). The Successful Bidder shall apply for booking of advance reservation in a manner that no curtailment of power takes place. The power shall be scheduled under GNA/T-GNA or combination thereof as per the discretion of NIDP and the seller/bidder must accept the same and provide necessary document/approval from their concerned RLDC/SLDC. In such cases all charges payable







to SLDC/RLDC shall be reimbursed to NIDP without any rebate within 7 working days excluding the date of receipt of the bill from NIDP, beyond which Late Payment Surcharge @ 1.25% per month shall be applicable.

Supply from Alternate Sources:

- 3.9. If at any time the Seller is unable to supply the Contracted Capacity to the Procurer from the Delivery Point, except due to a Force Majeure Event specified under Clause 10 below, the Seller shall source and supply the deficit power from any alternative source to meet its obligations under this Agreement, subject to obtaining all requisite regulatory approvals in connection with the same prior to commencement of the delivery of such deficit capacity. In case of change of source the Bidder should inform Procurer in advance. Further in case the bidder is not in condition to supply power as per Contracted Capacity, it shall be subject to payment of Liquidated Damages for Failure to supply the Contracted Capacity as per Clause 9 of the PPA.
- 3.10. However, all such deficit power shall be supplied at the same Tariff and Charges as provided hereunder and any Open Access charges and other incidental charges, including but not limited to application fees for Open Access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable Open Access Charges upto the Delivery Point, the Seller would be liable to bear such additional charges. In addition to the same, the applicable Scheduling, Rescheduling and Open Access application fees payable to U.P. State Load Despatch Centre ("USLDC") shall also be on Seller's account. Also, if the power is being supplied through alternate source, any additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of the Seller. The Seller shall provide the Procurer prior written intimation of any quantities of power supply through alternate source, along with reasons such procurement from such alternate source and the estimated time frame when the supply shall be restored from the source originally designated by the Seller. Failure to do so of such arrangement shall not be considered as Force Majeure event during the Contract Period.

4. COMMENCEMENT, SCHEDULING AND ENERGY ACCOUNTING

- 4.1. The Seller has to apply for booking of transmission corridor for full Contracted Capacity for Contract Period of supply for which is the LOA is issued. Any revision in Contracted Capacity by the Seller will not be accepted. There will be no liability on the Procurer to pay for the excess energy supplied by the Seller on its own accord.
- 4.2. The Seller shall be responsible to commence supply of firm power as per Clause 1 above from 1 December 2024 ("Scheduled Delivery Date") in accordance with the provisions







of this Agreement and subject to the approval / adoption by the Hon'ble UPERC. The Scheduling and Despatch of power shall be as per relevant provision of Indian Electricity Grid Code ("IEGC") / State Electricity Grid Code ("SEGC") and as per relevant Orders / Regulations of CERC/UPERC. Any variation between schedule and actual power injection shall be to the account of the Seller. The Seller will also ensure that injection of power is as per schedule of power to the Procurer.

- 4.3. The period of contract shall be 1 December 2024 to 15 April 2025. The transmission connectivity, Open Access grants are to be sought from the State Transmission Utility ("STU")/ State Load Despatch Centre ("SLDC") officials by the Seller, respectively.
- 4.4. Energy delivery measurement and accounting will be in accordance with the norms stated by CTU/STU/RLDC/SLDC. Monthly Billing shall be done as per the schedule at Uttar Pradesh STU Periphery for which the Consent / Approval is received from Uttar Pradesh SLDC/ Regional RLDC at the beginning of the month, and will be based on the final implemented schedule as per UPSLDC.

5. BILLING AND PAYMENT

- 5.1. The Seller will raise Monthly bill (based on the monthly approval notified/received from Northern Regional Load Despatch Centre ("NRLDC") / State Load Despatch Centre ("SLDC") and will be based on the final implemented schedule as per UPSLDC) on the operational day of the next calendar month from the end of the particular month, to the Procurer for the schedule at Delivery Point during the particular calendar month in accordance with the Tariff stated in Clause 1 above, along with complete details of the power delivered at the Delivery Point and /or other documents, as may be required for bill verification. The bill should be submitted in Soft Copy (through email) and the date excluding the date of receipt of the Soft Copy will be considered as first (1st) day for the purposes of Rebate and calculation of Due Date of payment of Bill. However, the Hard Copy of the Energy Bill shall be received within 7 (seven) days from date of issuing Soft Copy.
- 5.2. The bill for liquidated damages for a month shall be raised only after end of that month.
- 5.3. The Procurer will make the payment to the Seller within 30 days excluding the date of submission of the Energy Bill in Soft copy (through email), which will be considered as Due Date of payment. However, the Hard Copy of the Energy Bill shall be received within 7 (seven) days from date of issuing Soft Copy. In the event of the due date of payment being a Bank/Public Holiday, the next working day shall be considered as the due date of payment. In case of timely payment of the Procurer, adjustment for the

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admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.

- 5.4. The Procurer shall provide revolving Letter of Credit (LC) equivalent to 100% of monthly power corresponding to Contracted Capacity (as defined in this Agreement) at the Tariff indicated in this Agreement before actual approval of first schedule by SLDC. The LC shall be opened prior to commencement of supply of power by the Seller. The Procurer may substitute the LC by an unconditional and irrevocable Bank Guarantee ("BG") of the same amount i.e. equivalent to 100% of the monthly energy corresponding to Contracted Capacity at the Tariff indicated in this Agreement.

6. PROMPT PAYMENT REBATE

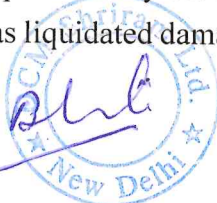
- 6.1. A rebate @ 1 % shall be applicable on payment of Energy bill within 15 (fifteen) from the date of receipt of the Soft Copy (through email) of the bill excluding the day of receipt of bill.

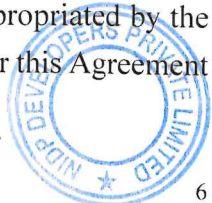
7. LATE PAYMENT SURCHARGE

- 7.1. A late payment surcharge shall be applicable at the rate of 12 % per annum on all the energy payment remaining outstanding for a period beyond 30 days excluding the date of receipt of soft copy of the bill. The surcharge shall be calculated on day-to-day basis.
- 7.2. A late payment surcharge shall be applicable @ 12 % per annum on all the Open Access payment remaining outstanding for a period beyond 30 days excluding the date of receipt of soft copy of the bill. The surcharge shall be calculated on day-to-day basis.

8. CONTRACT PERFORMANCE GUARANTEE (CPG)

- 8.1. The Seller shall furnish the CPG to the Procurer within 15 days of the date of selection of Successful Bidder for an amount calculated at Rs. 2 lakhs per MW per month for the Contract Period for guaranteeing the commencement and continuity of the supply of the Contracted Capacity in accordance with the terms of this Agreement.
- 8.2. The CPG shall be in the form of Bank Guarantee issued by any Nationalized /Scheduled Bank and shall be valid for the entire Contract Period with a claim period of one (1) month after expiry of the Contract Period.
- 8.3. Failure by the Seller to furnish / maintain the CPG during the entire Contract Period shall be deemed to be a material breach of this Agreement by the Seller.
- 8.4. The CPG provided by the Seller shall stand forfeited, encashed and appropriated by the Procurer as liquidated damages without prejudice to its other rights under this Agreement

or applicable laws, for non-performance of any contractual obligations by the Seller specified hereunder or under the applicable law, including failure to commence supply of power on the Scheduled Delivery Date.

- 8.5. The CPG shall be released 30 (thirty) days post completion of the Contract Period, provided and only after the Seller has fulfilled all its obligations under this Agreement. The return or release of the CPG shall be without prejudice to other rights of the Procurer under this Agreement and/or the applicable laws.

9. PAYMENT FOR LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE CONTRACTED CAPACITY

- 9.1. Both Parties would ensure that actual scheduling does not deviate by more than 15% of the Contracted Capacity as per the approved Open Access on monthly basis.
- 9.2. In case of deviation from Procurer side is more than 15% of contracted energy for which Open Access has been allocated on monthly basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay Open Access charges as per the contract.
- 9.3. In case of deviation from Seller side is more than 15% of contracted energy for which Open Access has been allocated on monthly basis, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the Open Access charges to the extent not availed by the Procurer.
- 9.4. For any Compensation payable by Procurer/Bidder, a separate invoice shall be raised by Bidder/Procurer on Monthly Basis.
- 9.5. Bidder must apply for Open Access for full Contracted Capacity as per the monthly power requirement provided in Clause 1 above. If the Bidder fails to apply for Open Access for full Contracted Capacity, then this would be treated as default in supply of power by Bidder and compensation provision will apply.

10. CONSEQUENCES ON SALE OF POWER TO THIRD PARTY

- 10.1. In case the Seller fails to offer the Contracted Power as per this Agreement to the Procurer and sells this power without Procurer's consent to any other part, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of:

10.1.1. twice the Tariff as per this PPA for the corresponding Contracted Power; or

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10.1.2. the entire sale revenue accrued from Third Parties on account of sale for this Contracted Power.

10.2. These damages shall be in addition to the Liquidated damages as per Clause 9 of this Agreement, for failure to supply instructed capacity.

10.3. On complaint to this effect by the Procurer to the concerned Load Despatch Centre (RLDC/UPSLDC), the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any Short/Medium/Long Term contracts from that generating station for a period of three months from the establishment of the default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

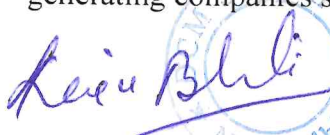
11. FORCE MAJURE

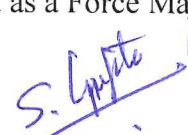
11.1. A Force Majeure event (Force Majeure Event) shall mean the occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA:

- Any restriction imposed by RLDC/SLDC in scheduling of power due to break down of Transmission /Grid constraint shall be treated as "Force Majeure" without any liability on either side.
- Any events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- The Contracted Capacity will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- NIDP would return the CPG in case of non-availability of transmission corridor during the contract period.
- The Force Majeure condition shall not include Generator Outages.

11.2. Procurer would return the CPG in case of non-availability of transmission corridor during the Contract Period.

11.3. It is hereby clarified and confirmed that any request by the Seller for reduction of supply of the Contracted Capacity owing to machine breakdowns or unforeseen conditions of generating companies shall under no circumstances be treated as a Force Majeure event.


New Delhi


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- 11.4. The Party whose obligations are affected by any Force Majeure event shall promptly notify the other party in writing with full particulars of such Force Majeure event(s), including the date of first occurrence, and also keep the other Party informed of any further developments as the earliest. The affected Party shall use all its efforts to mitigate or limit the effect of such event of Force Majeure and arrange and assist the other Party in restoration / continuance of performance of the affected Party's obligations through any alternate sources, if required, at the earliest.
- 11.5. Nothing stated herein shall affect those obligations and duties of the Party claiming delay in performance due to any Force Majeure Event, which obligations and duties are not affected by any Force Majeure condition and the affected party shall continue to perform such non-affected obligations in a timely fashion and any delays in performance of such non-affected obligations shall constitute material breach of the terms of this Agreement.
- 11.6. Should any performance of the obligations of the Party claiming Force Majeure be prevented, restricted, delayed or interfered with due to any of the events mentioned hereunder, for a continuous period of 2 (two) days then the other Party hereto may at its discretion terminate this Agreement without any liability for breach thereof and its own discretion, engage any third party to provide the Contracted Capacity during the pendency of the Force Majeure Event.

12. COMPLIANCE

- 12.1. The Seller represents and warrants that it complies with and shall, during the term of this Agreement, comply with the provisions of the Applicable Law regarding availability, dispatch and any variation between scheduled energy and actual energy at the Delivery Point shall be accounted for through unscheduled interchange as per the provisions of the applicable Grid Codes and Unscheduled Interchange/Deviation Settlement Mechanism Regulations issued by the CERC / UPERC from time to time.

13. RISK ALLOCATION

- 2.1. The Seller shall have to apply for Short-Term Open Access on monthly basis during the entire Contract Period, failing which the CPG on pro rata basis shall be forfeited.

14. MUTUAL REPRESENTATIONS AND WARRANTIES

- 14.1. Each party hereto represents, warrants and covenants to the other that:
- 14.2. It has the full capacity, power and authority to enter into this Agreement and to carry on and perform its obligations hereunder; and during the continuance of this Agreement,


M. Shriram Ltd.
New Delhi


NIP DEVELOPERS PRIVATE LIMITED

will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein;

- 14.3. The execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party;
- 14.4. There are no action(s) or proceeding(s) pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that:
- a) could impact upon its right, power and authority to enter into this Agreement, or to otherwise carry out its obligations hereunder; Or
 - b) might have an adverse effect on its business or condition, financial or otherwise that would impact its ability to perform its obligations under this Agreement.

15. SELLER REPRESENTATIONS AND WARRANTIES

- 15.1. The Seller hereby represents and warrants to the Procurer that the Seller has not provided any inaccurate or misleading information or statements in the bid responses to the Request for Proposal ("RfP") documents provided by the Seller to the Procurer and all the confirmations, undertakings, declarations and representations made in its bid responses to the RfP documents are true and accurate and that the Seller has all requisite permits and consents and equipment's and facilities to perform its obligations under this Agreement for the entire Contract Period.

16. TERM AND TERMINATION

- 16.1. **Term:** This Agreement shall commence from Scheduled Delivery Date or signing of this PPA/Agreement whichever is earlier and shall be valid for the entire Contract Period (1 December 2024 to 15 April 2025), subject to approval of the Appropriate Commission, unless terminated earlier.
- 16.2. **Termination by Procurer:** The Seller understands and agrees that only the Procurer is entitled to terminate this Agreement without any prior notice to the Seller and without liability, in the event
- a. any statements, representations or warranties provided by the Seller in its Bid responses to the RfP documents or hereunder are found to be untrue, false or inaccurate at any time, or



- b. the Seller's license/permission to supply power is terminated or adversely affected such that in the opinion of the Procurer, the Seller is unable to comply with its obligations hereunder, or
- c. the Seller is restrained or prohibited whether temporarily or permanently from supplying power pursuant to orders of any regulatory authority or court.

17. ARBITRATION

- 17.1. Where any dispute arises claiming any changes in or regarding determination of tariff or any tariff related matters or which partly or wholly could result in change in tariff such disputes shall be adjudicated by the Appropriate Commission.
- 17.2. All other dispute shall be resolved by arbitration conducted a sole arbitrator under the provisions Indian Arbitration and Conciliation Act 1996. The sole arbitrator shall be appointed mutually by both the parties, failing which the arbitrator will be appointed in accordance with the provisions of the Act. The venue of such Arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted in English language.
- 17.3. The decision of the arbitrator shall be in writing and shall be final and binding on the parties. The parties agree that the arbitration proceedings shall be kept confidential, but that judgment on any award may be entered in, and enforced by, any court having jurisdiction. Each party shall be responsible for its own costs, however, the arbitrators shall have the authority to award costs of the arbitration, including attorney's fees, to the prevailing party.
- 17.4. Nothing herein shall prohibit either party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its Judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of its confidential information or from bringing and pursuing legal action to specifically enforce the provisions of this Clause 16.
- 17.5. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under the contract.

18. GOVERNING LAW

- 18.1. All matters arising out of or in conjunction with this PPA/Agreement shall be governed by and construed in accordance with the Indian law and the Courts of Mumbai shall be the exclusive jurisdiction.



19. JURISDICTION

- 19.1. All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at MUMBAI only.

20. CONFIDENTIALITY

- 20.1. The Parties undertake to hold in confidence this Agreement and RfP documents and shall not to disclose the terms and conditions of the transaction contemplated hereby to any third parties, except to their professional advisors or their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or in case of any disclosures required to any regulatory authorities under any applicable law with prior intimation to the disclosing party.

21. ASSIGNMENT

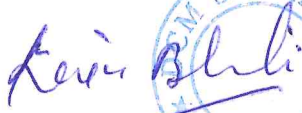
- 21.1. The Parties shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of the other party. Provided that, such consent shall not be required in the event the Procurer seeks to transfer all of its rights and obligations under this Agreement to a transferee with the prior approval of the regulatory authorities, including assignment to a transferee being either the owner or operator of all or substantially all of the distribution system of the Procurer and/or being the successor entity of the Procurer and this Agreement shall continue to remain valid and binding on such successor.

22. NOTICES

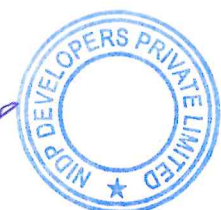
- 22.1. All notices to be given under this Agreement shall be in writing and in the English Language and must be delivered by hand delivery or sent by registered post, courier, email to the addresses of the parties stated below:

Address of Procurer:

Head – Regulatory & Power Purchase
NIDP Developers Pvt. Ltd.
12th Floor, Knowledge Park,
Hiranandani Business Park, Powai,
Mumbai – 400 076, Maharashtra, India.
Email: regulatory.nidp@tuco.in
Ph.: 8850006263







Address of Seller:

AVP - Legal

DCM Shriram Limited

2nd Floor (West Wing),

Worldmark 1, Aerocity, New Delhi – 110037

Email: rkbharati@dcmshriram.com & puneetdhain1@dcmshriram.com

Ph: 9811144224

23. INDEPENDENT CONTRACTORS

23.1. The relationship hereby established between the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to constitute an agency, partnership or joint venture between the parties. Neither party to this Agreement is authorized to incur any obligation and liability for and on behalf of the other and no party shall be liable for any obligation and or liability incurred by the other party.

24. NO WAIVER

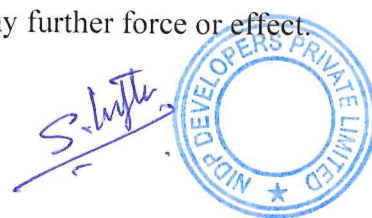
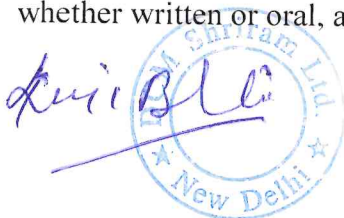
24.1. Any failure or delay by a party to take any action with respect to a breach of this agreement or a default by any other party shall not constitute a waiver of the former party's right to enforce any provision of this agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by a party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, unless any such waiver has been consented to by the other party in writing.

25. AMENDMENTS

25.1. This Agreement may only be amended or supplemented by a written agreement between the Parties post obtaining the formal approval from the Uttar Pradesh Electricity Regulatory Commission, wherever necessary.

26. ENTIRE AGREEMENT

26.1. This Agreement, together with the RfP, shall constitute the entire understanding and agreement between the parties and supersedes all previous agreements, discussions, negotiations, letters, proposals and promises (including, without limitation, communications previously exchanged between the parties and/or oral discussions between the parties) between the parties hereto with respect to the subject matter hereof, whether written or oral, all of which shall not have any further force or effect.



27. SEVERABILITY

27.1. If any Clause or Paragraph, or part thereof, of this Agreement is rendered invalid, ruled illegal by any Court of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties that the remainder of the Agreement shall not be affected thereby.

28. AUTHORISED SIGNATORIES

28.1. The parties represent and warrant that the signatories executing this Agreement for and on behalf of the parties are duly authorized to execute this Agreement and to bind the parties hereto.

In witness whereof the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

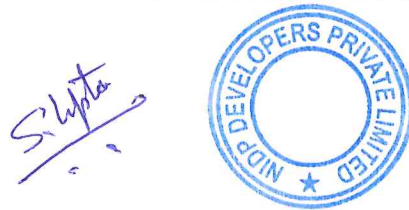
For and on behalf of Seller



Mr. Rajeev Krishna Bharati

Designation: AVP - Legal

For and on behalf of the Procurer



Name of the Authorized Signatory

Mr. Saurabh Gupta

Designation: Head - Regulator &
Power Purchase