

INTERIM POWER TRANSMISSION AGREEMENT

THIS INTERIM POWER TRANSMISSION AGREEMENT is made the 23rd day of January, 2016.

BETWEEN

H.P. Power Transmission Corporation Limited, Barowalias House, Khalini, Shimla-171002 (Herein after called the "HPPTCL") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns and for the purposes of this Connection Agreement the HPPTCL shall act through its DGM (Planning & IT), H.P. Power Transmission Corporation Limited, Barowalias House, Khalini, Shimla-171002.

And

M/S Brua Hydrowatt Pvt. Limited, Branch Office-Sai Bhawan, Sector-4, New Shimla, Shimla-171009, (herein after called "Applicant") which expression shall unless repugnant to the context or the Applicant meaning thereof be deemed to mean and include its successors or permitted assigns; shall act through Sh. S.K. Tiwari, Sr. Vice President, M/S Brua Hydrowatt Pvt. Ltd.

HPPTCL and Applicant are hereinafter collectively referred to as "Parties" and individually as "Party".


DGM (Planning & IT)
HPPTCL, Barowalia
House Khalini Shimla-171002

WHEREAS the Applicant has applied to HPPTCL for connection of the Brua (9MW), Shaung (3MW) to HPPTCL Transmission System and use of the HPPTCL Transmission System to transmit electricity to and from the facility through the Intra-state Transmission System i.e. Shaung and Brua HEPs in joint mode at 66kV Switching Station at Urni;

AND WHEREAS 66kV Switching Sub Station at Urni and 66/220/400 kV Sub Station at Wangloo are under construction and Shaung and Brua have not availed open access from HPPTCL and long term access applications are still to be filed if applicable;

AND WHEREAS as discussed in various STU Meetings, it has been decided to provide for an interim arrangement for evacuation of the power generated by the Applicant till the Commissioning of 66kV Switching Sub Station at Urni and 66/220/400 kV Sub Station at Wangloo and physical connection of the applicant to Urni S/Stn

NOW THEREFORE it is hereby agreed as follows AND WHEREAS HPPTCL in the national interest of loss of generation, is prepared to put in place an interim agreement till a permanent arrangement is executed on the terms and conditions and at the rate mutually agreed.

(A) As an interim power transmission arrangement in national interest the HPPTCL has agreed to the connection of Brua (9MW) in joint mode with Shaung (3MW) HEPs at Tower no. 52 of one of the 220 kV Kashang-Bhabha D/C Transmission line and charging it at 66 kV

(B) Subsequently after commissioning of Bhoktoo sub-station if need be the Power shall be further transmitted at 66kV level to 22/66/220 kV Sub Station of HPPTCL under construction at Bhoktoo. Stepped up at 220 kV and wheeled to 220 kV system of HPSEBL at Bhabha Power house.

(C) This Interim agreement is not in supersession of the connectivity agreement (CON-6) already executed between the Parties.

(D) Monthly Transmission Tariff

(a) The interim Transmission charges shall be calculated @ 14 (Fourteen) paisa per unit of the energy wheeled including the O&M Charges. The data/Quantum of the energy generated and transmitted for the purpose of calculation of the Interim Transmission Charges shall be as per the meter reading recorded at the Power House Meters installed. In case of faulty meters at Power Houses or if there is negative difference of consumption recorded at power house and at Nathpa/Bhoktoo, the energy shall be calculated on the basis of energy recorded at Nathpa /Bhoktoo

(b) HPPTCL has the right to remove the taps in case of non-payment of transmission charges bill for the current month by giving a notice of seven days, even if one of the joint mode partners defaults in making the payment

(E) **Security Deposit:** - The applicant shall furnish BG in favour of AGM (Finance), HPPTCL Khalini, Shimla-2 amounting equivalent of two months average transmission charges bill as security deposit. In Case of non payment of transmission charges for the current month, the security will be adjusted against transmission charges bill based on energy injected at the respective point and without any prejudice to disconnect the joint mode tap at Kashang-Bhabha line. The BG shall be furnished by the applicant within fifteen (15) days of signing of this agreement

(F) **Contingency Requirement:** - The applicant shall promptly close down its

of the HPPTCL in the single circuit contingency conditions to facilitate smooth restoration of power of Kashang HEP at 220 kV level HPPTCL have the right to operate the circuit breakers in case of emergency without any notice. In case of any HPPTCL shall remove the tap at the cost of IPP.

Pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the HPPTCL, as the case may be, which has been notified by the HPPTCL within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

(H) Metering

The applicant has already provided and installed the Metering equipments, which have been duly installed as per the prevailing Installation and Operation of Meters Regulations. The installed equipments and meters have been duly inspected by the respective authorities and the applicant also undertakes to maintain the same.

(I) Site Access

Being restricted area the HPPTCL may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicants in its premises to carry out preliminary site investigation works, the connection works, modification works, inspection, etc, based on a written request by the applicant giving reasonable advance notice. All such action are to be carried out under the strict supervision of the HPPTCL representative to safeguard the safety and security requirements of HPPTCL installations and safety of the representatives of the applicant. Similarly the applicant may also allow, on prior permission, site access to the HPPTCL employees and/or agents etc in the site of the applicant provided that a written request has been made giving reasonable advance notice.

(J) Condition of access

Site access for the HPPTCL/applicant shall include the right to bring such vehicle, plant, and machinery and construction materials as shall be reasonably necessary to carry out the function in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant or HPPTCL and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

Transfer Assignment and Pledge

The applicant or HPPTCL shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

(L) **Notice**

All correspondence/notice required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other parties as per authorization by parties. The authorities of the parties who shall be responsible for the correspondence notice etc., in connection with this agreement shall be informed in advance.

(M) **Settlement of Disputes and Arbitration**

All differences and /or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of MD

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under the Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the Parties herein shall continue to perform their respective obligations under this agreement.

(N) **Force Majeure**

Force Majeure herein is defined as any cause which is beyond the control of the HPPTCL or the applicant as the case may be, which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- War (Whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revaluation, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India.
- Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generation plant or bulk consumer, Intra-state Transmission System of the HPPTCL or Intrastate Transmission system, or any facility or system that is integral to and substantial for the performance of this agreement.
- Any event or circumstances of nature analogous to any events set forth above within India. Provided either party shall within fifteen (15) days from the occurrence of such a Force Majeure events notify the other in writing of such cause(s). Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above

(O) **Confidentiality**

The parties shall keep in confidence any information obtained under the Interim Power Transmission Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is -

- a) In the public domain.
- b) Already in the possession of the receiving party.
- c) Required by the Govt. Ministries/Agencies/Court of Competent jurisdiction.

The information exchange herein between the parties shall be used only for the purpose of, and in Accordance with, this Agreement and for the purpose stated herein.

This clause shall remain in force even after termination of Interim Power Transmission Agreement

(P) Governing Laws and Jurisdiction

The agreement shall be governed by Indian Laws and Rules made there under and subject to the exclusive jurisdiction of Courts at Shimla.

(Q) Amendments to the Interim Power Transmission Agreement

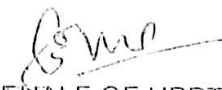
In case of Modification to point of connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed an amendment to the Interim Power Transmission Agreement all be executed between the parties within 30 days of implementing such Modification.

(R) Event when Interim Arrangement to Discontinue

This interim arrangement and the methodology here in agreed to w.r.t Transmission and per unit tariff shall remain in operation till the commissioning of Urni-Wangtoo GIS Sub Station, 66 kV Urni-Wangtoo line and 66/220/400 kV Wangtoo Sub Station. Thereafter the tariff will be applicable as per the tariff decided by the appropriate Regulatory Commission.

IN WITNESS WHERE OF THE HPPTCL and the applicants have caused this agreement to be executed by duly authorized representatives on date above first herein written.

WITNESS


ON BEHALF OF HPPTCL
HPPTCL, Shimla
Himachal Pradesh

Signed for and behalf of:-
HPPTCL

Signed for and on behalf
of M/S Brua Hydrowatt
Power Private Limited