

POWER PURCHASE AGREEMENT

BETWEEN

**KARNATAKA POWER
TRANSMISSION CORPORATION
LTD.**

AND

M/s. NUZIVEEDU SEEDS LIMITED

DATED : 29/10/2001

**6.75 MW WINDMILL POWER PROJECT AT NIBGUR VILLAGE,
JAGALUR TALUK, DAVANGERE DISTRICT, KARNATAKA.**

100Rs.



ARTICLE 7

METERING AND COMMUNICATION

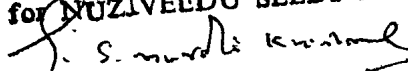
- 7.1 **Metering :** The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.
- 7.2 **Metering Equipment :** Metering equipment shall be electronic trivector meters of accuracy class 0.2% required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be by the Corporation. Dedicated core of both CT's and PT's of required accuracy shall be made available by the Company to Corporation. The metering equipment shall be maintained in accordance with electricity standards. Such equipment shall have the capability of recording half-hourly and monthly readings. The Company shall provide such metering results to the Corporation. The meters installed shall be capable of recording and storing half hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.
- 7.3 **Meter Readings:** The monthly meter readings (both main and check meters) shall be taken jointly by the Parties on the first day of the following month at 12 Noon. At the conclusion of each meter reading an appointed representative of the Corporation and the Company shall sign a document indicating the number of kilowatt hours indicated by the meter.
- 7.4 **Inspection of Energy Meters :** All the main and check energy meters (export and import) and all associated instruments, transformers installed at the Project shall be of 0.2% accuracy class. Each meter shall be jointly inspected and sealed on behalf of the Parties and shall not be interfered with by either Party except in the presence of the other Party or its accredited representatives.
- 7.5 **Meter Test Checking :** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by the Corporation at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.
- (i) If during the quarterly tests, the main meter is found to be within the permissible limit of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the main meter as usual. The check meter shall, however, be calibrated immediately.
 - (ii) If during the quarterly tests, the main meter is found to be beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month upto the date and time of such test shall be as per the check meter. There will be a revision in the bills for the period from the previous calibration test upto the current test based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iii) If during the quarterly tests, both the main meters and the corresponding check meters are found to be beyond the permissible limits of error, both the meters shall be immediately calibrated and the correction applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes for the period from the last month's meter reading upto the current test. Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.2 % accuracy class, all the meters shall be re-tested and calibrated immediately

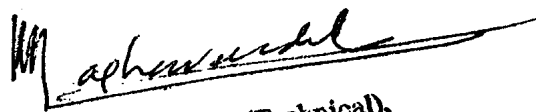
for NUZIVEEDU SEEDS LTD.

Authorised Signatory


General Manager (Technical),
KPTCL, Kaveri Bhavan,
Bangalore - 560 009.

- 7.6 **Interconnection and Metering Facilities:** The Company shall provide dedicated core for the check metering.
- 7.7 **Communication Facilities:** The Company shall install and maintain at its cost communication facilities such as fax and telecommunication facilities to the Project to enable receipt of data at Corporation's Load Despatch Centre.

for **NUZIVEEDU SEEDS LTD.**

Authorized Signatory


General Manager (Technical),
KPTCL, Kaveri Bhavan,
Bangalore - 560 009.

POWER PURCHASE AGREEMENT

BETWEEN

**KARNATAKA POWER TRANSMISSION
CORPORATION LTD.**

AND

M/s. NUZIVEEDU SEEDS LIMITED

DATED 22/03/2002



This Power Purchase Agreement is made and entered into at Bangalore this 22nd day of March 2002 between KARNATAKA POWER TRANSMISSION CORPORATION LIMITED, a company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Kaveri Bhavan, Bangalore, State of Karnataka hereinafter referred to as "Corporation" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the first part, and M/s. NUZIVEEDU SEEDS LIMITED, a company formed and incorporated under the Companies Act, 1956, and a "Generating Company" under section 2(4-A) of the Electricity (Supply) Act, 1948 having its registered office at No. 6/12, Brodipet, "Subeej House", Guntur - 522 002, Andhra Pradesh hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) as party of the second part.

WHEREAS,

i) The Govt. of Karnataka by its Order No. DE 99 NCE 2000 dated 10.07.2000 has accorded approval to M/s. Asian Wind Turbines Pvt. Ltd. for installation of a Wind Energy based Electric Power Generating Station of 17.25 MW capacity at Bidkere in Davangere District in the State of Karnataka and Karnataka Renewable Energy Development Limited, a Government of Karnataka Enterprise, under the power delegated to it by the Government of Karnataka has approved transfer of a capacity of 10.5 MW to the Company at Niguru Village (Survey No. 25), Kattigenahally Village (Survey No. 102) in Davangere District and Chikagondanahalli (Survey No. 221) in Chitradurga District in Arasinagundi Wind Zone in the State of Karnataka from out of the 17.25 MW capacity allotted to M/s. Asian Wind Turbines Pvt. Ltd. and permitted Corporation to enter into an agreement with the Company for purchase of Electricity.

ii) Pursuant to (i) above the Company plans to develop, design, engineer, procure finance, construct, own, operate and maintain a Wind Energy based Electric Power Generating Station, hereinafter defined as the Project, with a gross capacity of 10.5 MW and Net capacity of 10.5 MW at Niguru Village (Survey No. 25), Kattigenahally Village (Survey No. 102) in Davangere District and Chikagondanahalli (Survey No. 221) in Chitradurga District in Arasinagundi Wind Zone in the State of Karnataka and desires to sell Electricity to Corporation and Corporation has agreed to purchase the Electricity from the Company.

iii) Corporation which is engaged in the purchase, transmission, distribution and supply of electricity has agreed to purchase Electricity (as hereinafter defined) from the Company to be generated at Niguru Village (Survey No. 25), Kattigenahally Village (Survey No. 102) in Davangere District and Chikagondanahalli (Survey No. 221) in Chitradurga District in Arasinagundi Wind Zone in the State of Karnataka on the conditions set forth herein.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, CORPORATION AND THE COMPANY, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS

For NUZIVEEDU SEEDS LIMITED
 S. S. mune...
 Authorised Signatory

M. aghav...
 General Manager (Technical),
 KPTCL, Kaveri Bhavan,
 Bangalore - 560 008.

ARTICLE 7

METERING AND COMMUNICATION

- 7.1 **Metering:** The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.
- 7.2 **Metering Equipment:** Metering equipment shall be electronic trivector meters of accuracy class 0.2% required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be by the Corporation. Dedicated core of both CT's and PT's of required accuracy shall be made available by the Company to Corporation. The metering equipment shall be maintained in accordance with electricity standards. Such equipment shall have the capability of recording half-hourly and monthly readings. The Company shall provide such metering results to the Corporation. The meters installed shall be capable of recording and storing half-hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.
- 7.3 **Meter Readings:** The monthly meter readings (both main and check meters) shall be taken jointly by the Parties on the first day of the following month at 12 Noon. At the conclusion of each meter reading an appointed representative of the Corporation and the Company shall sign a document indicating the number of kilowatt-hours indicated by the meter.
- 7.4 **Inspection of Energy Meters:** All the main and check energy meters (export and import) and all associated instruments, transformers installed at the Project shall be of 0.2% accuracy class. Each meter shall be jointly inspected and sealed on behalf of the Parties and shall not be interfered with by either Party except in the presence of the other Party or its accredited representatives.
- 7.5 **Meter Test Checking:** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by the Corporation at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.
- (i) If during the quarterly tests, the main meter is found to be within the permissible limit of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the main meter as usual. The check meter shall, however, be calibrated immediately.
 - (ii) If during the quarterly tests, the main meter is found to be beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month upto the date and time of such test shall be as per the check meter. There will be a revision in the bills for the period from the previous calibration test upto the current test based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iii) If during the quarterly tests, both the main meters and the corresponding check meters are found to be beyond the permissible limits of error, both the meters shall be immediately calibrated and the correction applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes for the period from the last month's meter reading upto the current test. Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.2 % accuracy class, all the meters shall be re-tested and calibrated immediately.

For NUZIVEEDU SEEDS LTD

S. Suresh Kumar

M. S. Suresh Kumar

General Manager (Technical),
KPTCL, Kayseri Bhavan,

- 7.6 Interconnection and Metering Facilities: The Company shall provide dedicated core for the check metering.
- 7.7 Communication Facilities: The Company shall install and maintain at its cost communication facilities such as fax and telecommunication facilities to the Project to enable receipt of data at Corporation's Load Despatch Centre.

For NUZIVEEDU SEEDS LTD
H. S. Muzak Krishnaiah

Authorised Signatory

M. Agha Saeed

General Manager (Technical),
KPTCL, Kaveri Bhavan,
Bangalore - 560 009.

POWER PURCHASE AGREEMENT

BETWEEN

KARNATAKA POWER TRANSMISSION
CORPORATION LTD.

AND

M/s. NUZIVEEDU SEEDS LTD.

DATED 16/01/2004

1.9 MW Windmill power project at BIDAREKERE VILLAGE, GUHESWARA
GUDDA in Jagalur Taluk , Davangere District.

when due, the Letter of Credit may be called by the Company for payment in full of the unpaid Tariff Invoice or any such other unpaid amount.

- (ii) The foregoing as determined pursuant hereto, upon representation of such Tariff Invoice or other invoice or claim for such other amount by the Company on the due date therefor or at any time thereafter, without any notification, certification or further action being required.
- (iii) The amount of the Letter of Credit shall be equal to one month's expected payments.
- (iv) The Corporation shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any void drawdown.
- (v) The Company shall allow a rebate of 1.8% of the Tariff Invoice or actual expenditures/charges for the LC account incurred, whichever is higher, and the same shall be deducted from the monthly Tariff Invoice payable to the Company.
- (vi) The Letter of Credit shall be renewed and/or replaced by the Corporation not less than 60 days prior to its expiration.

5.7 Payment under the Letter of Credit: The Corporation shall use the Letter of Credit in payment of a Tariff Invoice when required.

- (a) A copy of this metering statement jointly signed by the official representatives of the Parties supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
- (b) A certificate from the Company stating that the amount payable by the Corporation in respect of such Tariff Invoice has not been paid by the Corporation to the D/E as evidenced by the Tariff Invoice.

ARTICLE 6

METERING AND COMMUNICATION

- 6.1 Metering:** The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Receiving Station. The electricity generated by the Project shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.
- 6.2 Metering Equipment:** Metering equipment shall be electronic (vector) meters of accuracy class 0.2% required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be by the Corporation. Dedicated core of both CTs and PTs of required accuracy shall be made available by the Company to Corporation. The metering equipment shall be maintained in accordance with electricity standards. Such equipment shall have the capability of recording half-hourly and monthly readings. The Company shall provide such metering results to the Corporation. The meters installed shall be capable of recording and storing half hourly readings of all the electrical parameters for a minimum period of 15 days with digital output.
- 6.3 Meter Readings:** The monthly meter readings (both main and check meters) at the Project Site and the Receiving Station shall be taken simultaneously and jointly by the Parties on the first day of the following month at 12 Noon. The recorded metering data shall be downloaded through meter recording instrument. At the conclusion of each meter reading an appointed representative of the Corporation and the Company shall sign a document indicating the number of kilowatt hours indicated by the meter.
- 6.4 Inspection of Energy Meters:** All the main and check energy meters (export and import) and all associated instruments, transformers installed at the Project shall be of 0.2% accuracy class. Each meter shall be jointly inspected and sealed on behalf of the Parties and shall not be interfered with by either Party except in the presence of the other Party or its accredited representatives.
- 6.5 Meter Test Checking:** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class 0.1%. The portable standard meter shall be owned by the Corporation.

For NOZVEEDU SEEDS LTD.

Authorized Signatory

Signature

at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters, where will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.

- (i) If during the quarterly tests, the main meter is found to be within the permissible limits of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the main meter as usual. The check meter shall, however, be calibrated immediately.
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6.6. Interconnection and Metering Facilities: The Company shall provide dedicated core for the check metering.

6.7. Communication Facilities: The Company shall install and maintain at its cost communication facilities such as fax and telecommunication facilities to the Project to enable receipt of data at Corporation's Load Dispatch Centre.

ARTICLE 7

FORCE MAJEURE

7.1. Force Majeure Events:

- (a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due past to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
 - (i) acts of God;
 - (ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
 - (iii) strikes, work stoppages, work slowdowns or other labour dispute which affects a Party's ability to perform under this Agreement;
 - (iv) acts of war (whether declared or undeclared), invasion or civil unrest;
 - (v) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Company or Corporation of any law or any of their respective obligations under this Agreement);
 - (vi) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
 - (vii) earthquakes, explosions, accidents, landslides;

For WUJIVESH SEEDS LTD.,

Authorized Signatory

General Manager (Technical),
KPTCL, P.O. No. 100,
Bangalore - 560 009.

POWER PURCHASE AGREEMENT

BETWEEN

**KARNATAKA POWER TRANSMISSION
CORPORATION LTD.**

AND

M/s. NUZIVEEDU SEEDS LTD.

DATED 16/01/2004

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BD/2 No. 058087

ISSUED BY STATE BANK OF MYSORE ON BEHALF OF GOVERNMENT OF KARNATAKA

Certified that a sum of Rs. 100/- (Rupees one hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. NUZIVEEDU SEEDS LTD.

s/d/w/o _____ residing at _____

BANGALORE

Br. Name :

M. G. ROAD BR. 006

Date :

02/01/2004

For STATE BANK OF MYSORE

Proper Officer / SS Number

Chief Manager

M. G. Road Br. Bangalore, India

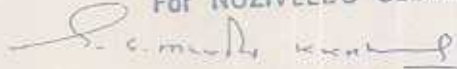
This Power Purchase Agreement is made and entered into at Bangalore this Sixteenth day of January 2004 between **KARNATAKA POWER TRANSMISSION CORPORATION LIMITED**, a company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Kaveri Bhavan, Bangalore - 560 009, Karnataka State, hereinafter referred to as "**Corporation**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the first part, and **M/s. NUZIVEEDU SEEDS LIMITED** a company formed and incorporated under the Companies Act, 1956, and a "Generating Company" under section 2(4-A) of the Electricity (Supply) Act, 1948 having its registered office at 504, Vikram Towers, 4, Rajendra Place, New Delhi - 110 008 hereinafter referred to as the "**Company**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) as party of the second part.

WHEREAS,

- i) The Govt. of Karnataka by its Order No. DE 124 NCE 2003 dated 07.08.2003 has accorded its sanction to the proposal of M/s. Nuziveedu Seeds Limited for installation of additional Wind Energy based Electric Power Generating Station of 12 MW capacity in Bidarekere Village, Guheshwara Gudda, Jagalur Taluk, Davangere District, Karnataka State and permitted Corporation to enter into an agreement with the Company for purchase of Electricity.
- ii) Pursuant to (i) above the Company plans to develop, design, engineer, procure finance, construct, own, operate and maintain a Wind Energy based Electric Power Generating Station, hereinafter defined as the Project, with a gross capacity of 9.0 MW and Net capacity of 9.0 MW at Bidarekere Village, Guheshwara Gudda, Jagalur Taluk, Davangere District, Karnataka State and desires to sell Electricity to Corporation and Corporation has agreed to purchase the Electricity from the Company.
- iii) Corporation which is engaged in the purchase, transmission and supply of electricity has agreed to purchase Electricity (as hereinafter defined) from the Company to be generated at Bidarekere Village, Guheshwara Gudda, Jagalur Taluk in Davangere District, Karnataka State on the conditions set forth herein.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, CORPORATION AND THE COMPANY, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

For NUZIVEEDU SEEDS LTD.,



Authorized Signatory



16/01/04

General Manager (Technical),
KPTCL, Kaveri Bhavan,
Bangalore - 560 009.

6.6 **Letter of Credit:** Corporation shall establish and maintain transferable, assignable, irrevocable and unconditional non-revolving Letter of Credit in favour of, and for the sole benefit of, the Company. The Letter of Credit shall be established in favour of, and issued to, the Company on the date hereof and made operational thirty (30) days prior to the Commercial Operation Date of the Project and shall be maintained consistent herewith by Corporation at any and all times during the Term of the Agreement. Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:

- (i) In the event a Tariff Invoice or any other amount due and payable by Corporation pursuant to the terms of this Agreement is not paid in full by Corporation as and when due, the Letter of Credit may be called by the Company for payment in full of the unpaid Tariff Invoice or any such other unpaid amount.
- (ii) The foregoing as determined pursuant hereto, upon representation of such Tariff Invoice or other invoice or claim for such other amount by the Company on the due date therefor or at any time thereafter, without any notification, certification or further action being required.
- (iii) The amount of the Letter of Credit shall be equal to one month's projected payments.
- (iv) The Corporation shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- (v) The Company shall allow a rebate of 1.8% of the Tariff Invoice or actual expenditure/charges for the LC account incurred, whichever is lower, and the same shall be deducted from the monthly Tariff Invoice payable to the Company.
- (vi) The Letter of Credit shall be renewed and/or replaced by the Corporation not less than 60 days prior to its expiration.

6.7 **Payment under the Letter of Credit:** The drawal under the Letter of Credit in respect of a Tariff Invoice shall require:

- (i) a copy of the metering statement jointly signed by the official representatives of the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
- (ii) a certificate from the Company stating that the amount payable by the Corporation in respect of such Tariff Invoice has not been paid by the Corporation till the Due Date of Payment of the Tariff Invoice.

ARTICLE 7

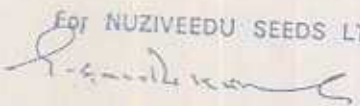
METERING AND COMMUNICATION

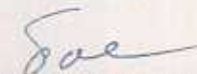
7.1 **Metering:** The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Receiving Station. The electricity generated by the Project shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.

7.2 **Metering Equipment:** Metering equipment shall be electronic trivector meters of accuracy class 0.2% required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be by the Corporation. Dedicated core of both CT's and PT's of required accuracy shall be made available by the Company to Corporation. The metering equipment shall be maintained in accordance with electricity standards. Such equipment shall have the capability of recording half-hourly and monthly readings. The Company shall provide such metering results to the Corporation. The meters installed shall be capable of recording and storing half hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.

7.3 **Meter Readings:** The monthly meter readings (both main and check meters) at the Project Site and the Receiving Station shall be taken simultaneously and jointly by the Parties on the first day of the following month at 12 Noon. The recorded metering data shall be downloaded through meter recording instrument. At the conclusion of each

For NUZIVEEDU SEEDS LTD.,


Authorised Signatory


General Manager (Technical),
KPTCL, Kaveri Bhavan,
Bangalore - 560 009.

meter reading an appointed representative of the Corporation and the Company shall sign a document indicating the number of kilowatt-hours indicated by the meter.

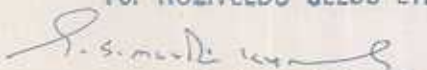
- 7.4 **Inspection of Energy Meters:** All the main and check energy meters (export and import) and all associated instruments, transformers installed at the Project shall be of 0.2% accuracy class. Each meter shall be jointly inspected and sealed on behalf of the Parties and shall not be interfered with by either Party except in the presence of the other Party or its accredited representatives.
- 7.5 **Meter Test Checking:** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by the Corporation at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.
- (i) If during the quarterly tests, the main meter is found to be within the permissible limit of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the main meter as usual. The check meter shall, however, be calibrated immediately.
 - (ii) If during the quarterly tests, the main meter is found to be beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month upto the date and time of such test shall be as per the check meter. There will be a revision in the bills for the period from the previous calibration test upto the current test based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iii) If during the quarterly tests, both the main meters and the corresponding check meters are found to be beyond the permissible limits of error, both the meters shall be immediately calibrated and the correction applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes for the period from the last month's meter reading upto the current test. Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.2 % accuracy class, all the meters shall be re-tested and calibrated immediately.
- 7.6 **Interconnection and Metering Facilities:** The Company shall provide dedicated core for the check metering.
- 7.7 **Communication Facilities:** The Company shall install and maintain at its cost communication facilities such as fax and telecommunication facilities to the Project to enable receipt of data at Corporation's Load Despatch Centre.

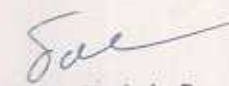
ARTICLE 8

FORCE MAJEURE

- 8.1 **Force Majeure Events:**
- (a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
 - (i) acts of God;

For NUZIVEEDU SEEDS LTD.,


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General Manager (Technical),
KPTCL, Kaveri Bhavan,
Bangalore - 560 009.