

दिल्ली DELHI

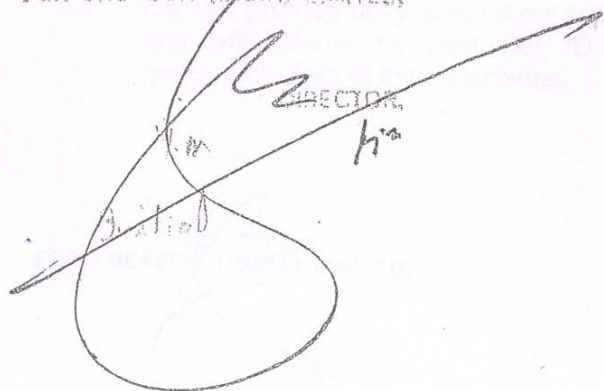
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CERTIFIED TRUE COPY  
IL & F S Trust Company Limited

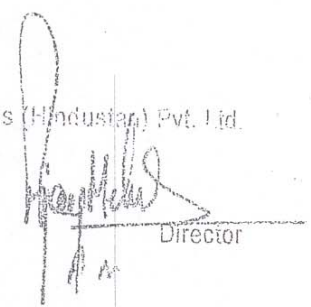
Authorised Signatory

THIS STAMP PAPER FORMS AN INTERGAL PART OF THE OPERATION CONTRACT MADE ON 6<sup>th</sup> OCTOBER, 2005 BETWEEN ENERCON (INDIA) LIMITED AND ENERCON WIND FARMS (HINDUSTAN) PVT. LTD.

FOR ENERCON (INDIA) LIMITED,

  
 DIRECTOR  
 H<sup>ra</sup>

For Enercon Wind Farms (Hindustan) Pvt. Ltd.

  
 Director

3.0 TERMS AND CONDITIONS OF CONTRACT

3.1 PRICE SCHEDULE

Type	Rated Capacity	Site	Contract Period	Fees		Service Tax
E-48	800 kW	Wind Farm in the State of Karnataka	19 years and eleven months from the date of commissioning.	Rs. 96,69,000 for the first year of operation with an escalation of 5 % every year over the previous year.		Inclusive of taxes

3.2 FEES OF ELECTRICAL INSPECTOR:

The contract price includes fees towards visit of Electrical Inspector to site.

3.3 VALIDITY

This contract will remain valid for a period of nineteen years and eleven months from the date of commissioning of machines.

3.4 RENEWAL OF CONTRACT

This contract is renewable with the consent of both Parties at freshly negotiated terms by the end of the term of the contract.

3.5 TERMS OF PAYMENT

Payment will be made on a quarterly basis at the end of the quarter.

4.0 TAXES

4.1 The price mentioned hereinabove is inclusive of all taxes as applicable at the time of execution of the contract. Any change in the tax structures at the time of invoicing shall be reimbursed to EIL at actual over and above the amount agreed upon on submission of documentary evidence by EIL.

4.2 TDS prevailing during the Financial Year shall be deducted from the Invoices and the TDS certificate will be issued immediately to EIL.

FOR ENERCON (INDIA) LIMITED,

DIRECTOR.

For Enercon Wind Farms (Hindustan) Pvt. Ltd.

Director