

WIND ENERGY PURCHASE AGREEMENT

BETWEEN

TAURIAN IRON & STEEL COMPANY PVT. LTD.

8.75 MW

AND

THE MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED

WIND ENERGY PURCHASE AGREEMENT

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INDIA NON JUDICIAL

MAHARASHTRA

श्री. प्रविण दत्त. चव्हाण
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१० JAN 2006

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THIS WIND ENERGY PURCHASE AGREEMENT [the "Agreement"] is made
this 24/04/2006

BETWEEN TAURIAN IRON & STEEL COMPANY PVT. LTD. a private limited
company duly incorporated under the companies act of 1956 with
its registered office at 302-A, Poonam Chambers, 3rd Floor, A
Wing, Dr. Annie Besant Road, Worli, Mumbai - 400 018
hereinafter referred to as the "Seller" [which expression shall
unless repugnant to the context or meaning thereof include its
successor and assigns]

For TAURIAN IRON & STEEL CO. PVT. LTD.

Rajesh Kumar

Director.

For MSEDCL

Sh. Ramesh

भारतीय गैर न्यायिक

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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

MAHARASHTRA

-6 JAN 2008

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श्री. प्रविण एच. लक्ष्मण
व्यवसायिक सुप्रीम विभाग
गुणम प्रोत्साहन व विकास स्टेशनरी,
वाराणसी 221 001
01 JAN 2008 3590



AND

Maharashtra State Electricity Distribution Company Limited, a statutory Company constituted under Company Act 1956, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "MSEDCL/Purchaser" [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)

For TAURIAN IRON & STEEL CO. PVT. LTD.

Kaushik Kumar D. Laro.

Director.

For MSEDCL

[Signature]

WHEREAS the Seller desires to develop, design, construct, own and operate a wind generating facility with an expected installed capacity of 8.75 MW, at District Sangli hereinafter referred to as the "Facility"; and

and

WHEREAS the Seller desires to interconnect the Facility with the State Grid as advised by the MSEDCL, and sell and deliver to the MSEDCL at the Point of Delivery, 100% of the Wind Energy produced by the Facility from the date of commissioning of the wind project.

and

WHEREAS the MSEDCL as a Utility under the Renewable Purchase Obligation (RPO) has agreed to buy the Wind Energy generated from the Seller's Facility from the date of commissioning of the wind power project in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to the following:

ARTICLE-I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01: Rules of Construction.

The capitalised terms listed in this Article shall have the meanings set forth herein whenever the term appears in this Agreement either in the singular or plural. Other terms (whether in capital or not) used in this Agreement but not listed in this Article shall have the meanings as commonly used in the English language and where applicable, in Standard Utility Practises and accepted technical or trade parlance. In addition the following rules of interpretation shall apply:

- [i] References to "Articles", "Sections" or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- [ii] The Exhibits attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the terms of any Exhibit and the terms of the body of this Agreement, the terms of the body of this Agreement shall take precedence.



For MSEDCL

Signature

Exec. Director (O)

Section 1.02: Definitions.

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

"Act"	means the Electricity Act 2003 as in force from time to time
"Agreement"	means this Wind Energy Purchase Agreement executed between the Seller and the MSEDCL (Purchaser) including the Exhibits attached hereto.
"Active Energy"	means the electrical energy supplied or consumed during a time interval, being the integral of Active Power with respect to time, measured in the units of watt - hours or standard multiples thereof. One Kilo watt - hour is one unit.
"Active Power"	means the electrical power in an AC circuit being the product of voltage, current and cosine of the phase angle between the voltage and current complexors and measured in units of 'watt' (W) and in standard multiples thereof.
"Administrative Charges"	means the charges to be paid by the seller to the MSEDCL for providing miscellaneous services as per in Section 9.03.
"Alternating Current" (AC)	means the current that reverses its direction of flow periodically
"Auxiliary Energy Consumption"	means the electrical energy consumed by the Seller from the MSEDCL's System to meet its own energy requirement as recorded in the energy meter at the Metering Point.
"State Grid System"	means the State Grid electricity supply, Distribution and Transmission System, as modified and expanded from time to time, for delivery of electricity to the MSEDCL's consumers in the State of Maharashtra and to interconnected states.
"Business Day"	means any calendar day, which is not a public holiday in Maharashtra.
"Capacity Utilisation Factor(CUF %)"	means the percentage of energy generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours in a calendar year.
"Capital Cost"	means the cost of the project and machinery including other costs such as cost of infrastructure development, cost of improvement in EHV system for Power Evaluation, soft financing costs, administrative cost etc.
"Check Meter"	means the meter, connected to the core of the Current Transformers (CTs) and Potential Transformers (PTs) to which the Main meter is

For MSEDCL

Director (Q)



	connected and shall be used for energy accounting and billing in case of failure of the Main Meter.	
"COD Notice"	means the meaning set forth in Section 8.02.	
"Commercial Operations Date" (COD)	means the date, on which MSEDCL makes declaration as set forth in the Section 8.02	
"Commercial Operations Year"	means the period commencing on the commercial Operations Date and ending twelve months thereafter and each successive twelve-month period thereafter during the Term.	
"Committed Wind Energy"	means 14 MUS of energy per year at a Guaranteed Capacity Utilisation Factor (CUF) of 20_ %.	
"Conditions Precedent"	bears the meaning set forth in Article 3.	
"Contract Price"	bears the meaning set forth in Section 9.01 and Exhibit C	
"Detailed Project Report" (DPR)	DPR (Detailed Project Report), of a wind energy project will consist of the micro siting drawing, broad technical specifications of the wind turbine employed, plan for interconnection arrangement(s) with the State Grid, prognosis analysis (energy generation per year) details of project cost, financing plan and financial cash flow of the project. DPR would also have specimen approvals required as amended in time by MEDA.	
"Emergency"	means any abnormal occurrence in the interconnection or system condition that requires automatic or manual action to prevent or limit loss of the State Grid Electrical load or generation supply that in the reasonable judgment of the MSEDCL could (i) adversely affect the reliability of the MSEDCL's system or generation supply, (ii) adversely affect the reliability of any interconnected system or (iii) otherwise result in significant disruption of service to consumers or pose a threat to public safety or property.	
"Event of Default"	bears the meaning set forth in Section 13.01.	For MSEDCL
"Extra High Voltage" (EHV)	means EHV transmission lines with voltage rating of 66 Kilo-Volts (KV) and above.	MS Exec. Director (G)
"Facility"	means the Seller's electricity generating facility as identified and described in Article 5 and Exhibit A to this Agreement, the purpose for which is to produce electricity and deliver such electricity to the Point of Delivery. The facility includes without limitation, the Seller's wind turbines and generators, together with all associated equipment, control systems, safety	



devices, property, interconnection facilities, buildings, step-up transformers, output breakers, electric lines, overhead transmission lines and any other facilities necessary to connect to the Point of Delivery.

"Financial Year"

means the year commencing from 1st April of the year to 31st March of the next year.

"Force Majeure Event"

means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event is reasonably unforeseeable, beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, including without limitation an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, transportation delays, unavailability of materials, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of such Party or its Affiliates (whether such cause is similar or dissimilar to the foregoing) or any restraint or restriction imposed by law or by rule, regulation or other acts of governmental authorities, whether central, state or local, *provided*, however, that for Wind Energy generation and operation of the turbines, wind velocity that is beyond the permissible limits shall never be Force Majeure Events; *provided*, further, that Seller's failure to obtain any of the Permits shall not be a Force Majeure Event.

"Forced Outage"

means any condition of the facility that requires immediate disconnection of the Facility, or some part thereof, from service and/or the period of interruption or reduction or shutdown of the Facility attributed to unforeseen conditions other than planned or scheduled outages.

"GOI"

means Government of India.

"GOM"

means Government of Maharashtra.

"Group III Wind Energy Projects"

means the Wind Energy projects classified by MERC by Order dated 24 November 2003 (in Case No. 17 (3), 3, 4 & 5 of 2002), in the matter of Procurement of Wind Energy & Wheeling for Third Party Sale and/ or Self Use, for projects established or to be established after 1st April 2003 for, inter-alia, tariff determination and policy application.

for MSEDCL

"HT Consumers"

means all Consumers who obtain three phase supply at a voltage higher than 400/440 volts AC at 50 cycles

Director (O)



	per second. High Tension means all voltages higher than 400/ 440 Volts.
"kWh"	means kilowatt-hour, a unit of energy equal to one kilowatt of power supplied or taken from an electric circuit for one hour.
"Main Meters"	means the meters installed at the Metering Point to primarily measure the Wind Energy for purposes of accounting and/or billing.
"MERC"	means the Maharashtra Electricity Regulatory Commission or any successor agency.
"Metering Point"	is the physical point at which the meters are installed on the State Grid to measure the Wind Energy sold to the MSEDCL at the delivery point.
"MWh"	means megawatt-hour, i.e. a unit of energy equal to one thousand kWh.
"MUS"	means a unit of energy, equal to one million kWh.
"Operating Procedures"	bears the meaning set forth in Section 10.01.
"Operating Records"	means all the agreements/records associated with the Facility, operating logs, and blueprints for construction, operating manuals, all warranties on equipment and all documents whether in printed or electronic format, that the Seller uses or maintains for the operation and maintenance of the Facility.
" Permit "	means a written consent (Permission) obtained by the Seller from the MSEDCL (Officer designated for the same) for carrying out any maintenance work in the facility which requires a shut down.
"Point of Delivery"	means the physical point at which the Wind Energy is delivered to the MSEDCL's System through the State Grid EHV Sub-station on HV side and at which the electrical interconnection is made between the Facility and the MSEDCL's System. The Point of Delivery is shown on Exhibit B.
"Power Factor"	means is the cosine of the electrical angle between the voltage and current complexors in an AC circuit and expressed in decimal form.
"Reactive Energy"	means the integral of Reactive Power in relation to an AC circuit with respect to time and measured in the units of 'volt-ampere' hours reactive (VARh) or in standard multiples thereof.
"Reactive Power (kVAR)"	means the product of voltage, current and the sine of the electrical phase angle between the voltage complexor and current complexor, in relation to AC circuit, measured in volt - amperes reactive (VAR) and in standard multiples thereof.
"Renewable Purchase	is the total consumption of electricity for



For MSEDCL

Exec. Director (O)

Obligation (RPO)"	purchase from renewable sources of energy in the area of each distribution licensee under Section 86 (i)(e) of Electricity Act 2003.
"Scheduled Outage"	means planned shutdown or outage / reduction of the Facility's generation that both (i) has been coordinated in advance with the MSEDCL, with mutually agreed start date and duration and (ii) is required for inspection or preventive or corrective maintenance.
"SCADA "	means the Supervisory Control and Data Acquisition System installed for recording and transferring the data on line.
"Site"	means the immovable property on which the Facility will be constructed and located as more specifically described in Article 5 and Exhibit B to this Agreement.
"Stabilization Period"	means the period between first synchronization of the Facility and Commercial Operations Date.
"Standard Utility Practices"	means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric power generation industry, MERC and/or any other Governmental agency) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy and expedition. With respect to the Facility, Standard Utility Practices includes, but is not limited to, taking reasonable steps to ensure that: (i) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Facility's needs; (ii) sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to (A) operate the Facility properly and efficiently, and in coordination with MSEDCL, and (B) respond in an appropriately timely manner to reasonably foreseeable Emergency conditions whether caused by events, circumstances or conditions on or off the Site; (iii) preventive, routine and non-routine maintenance and repairs are performed on a basis that ensures reliable, long-term and safe operation, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools;

For MSEDCL

Director (O)



- (iv) appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- (v) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public or the interconnected system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization and/or control system limits; and
- (vi) equipment and components meet or exceed the standard of durability that is generally used for electric generation operations in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and Emergency conditions.

"Term"

means the period of time during which this Agreement shall remain in full force and effect, as set forth in Section 4.01.

"Test Energy"

means the energy, which is produced by the Facility and delivered to the MSEDCL at the Point of Delivery at the time of testing of the Facility prior to Commercial Operations.

"Wind Energy"

means the net electric energy generated exclusively by the Facility (which is electric energy derived from a technology that exclusively relies on a wind energy source) and delivered and metered to the Point of Delivery by the Meters installed pursuant to Section 11.01.

"Wind Turbines"

means the generating devices (wind mills) powered by the wind that are included in the Facility.

ARTICLE 2

REGULATORY APPROVAL

Section 2.01: MERC Orders

The sale of Wind Energy under this Agreement shall be governed by MERC's Orders dated 24 November 2003 in Case No. 17 (3), 3, 4 & 5 of 2002, in the matter of Procurement of Wind Energy & Wheeling for Third Party Sale and/or Self Use and subsequent orders.

for MSEDCL

Section 2.02: Subject to MERC

This Agreement is subject to any further orders passed by MERC and ~~Sell~~ Director (O) subject to all necessary sanctions/permissions/approvals as may be required to be obtained from the MERC or any other governmental authority. The Seller shall follow the grid discipline and Grid Connectivity Rules and Regulations as well as technical standards for Grid Connectivity, as may be set out by the MERC or any other competent authority as per the provisions of the Electricity Act 2003.



ARTICLE 3
CONDITIONS PRECEDENT

Section 3.01

The obligations under this Agreement are subject to the satisfaction in full of the following conditions precedent:

- [a] The Seller providing the MSEDCL a Detailed Project Report (DPR) in respect of the Facility.
- [b] The Seller obtaining the necessary licenses/ sanctions/ approvals/clearances from governmental agencies, inter-alia, including:
 - (i) all approvals and clearances from the Maharashtra Energy Development Agency MEDA, Government of Maharashtra, as are required;
 - (1) Land Documents (Registered Sale Deed, 7/12 Extract, N.A. Permission)
 - (2) Geology and Mining Permission
 - (3) NA Permission from Development Commissioner (Industries) for use of Land for Industrial Purpose
 - (4) Detailed Project Report (DPR)
 - (5) Micro Siting Plan.
 - (6) WEG Technical Specification, Power Curve and Type Test certificate.
 - (7) Forest Clearance (if applicable)
 - (ii) statutory approval from the Electrical Inspectorate, GOM;
 - (iii) Connectivity Permission from the MSEDCL and EHV Evacuation Approval including approval of the single line diagram of proposed connectivity with the State Grid System and Protection logic.
 - (iv) any other statutory permissions as may be required.
- [c] The Seller shall ensure that the design and construction of the Facility shall be in line with the provisions of permissions from GOI/GOM/MEDA/the MSEDCL and shall be as per the requirements of any governmental guidelines and standards prescribed.

ARTICLE 4

TERM

Section 4.01: Term and Termination

This Agreement shall remain effective as of the date first written above, and shall remain in full force and effect until the 13th anniversary of the Commercial Operations Date unless renewed or extended under section 4.02 unless subjected to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

For MSEDCL


Exe. Director (O)



Section 4.02: Option to Renew

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 7 Wind Turbines and associated equipment having a maximum installed capacity of 8.75 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility

The facility shall be located on the Site and shall be identified as TAURIAN IRON & STEEL COMPANY PVT. LTD. The address of the Facility is village Dongarsoni, Pachegaon and Tisangi. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:

- [a] have installed SCADA for transferring the data of Wind Energy generated from the Facility's switchyard to the State Grid nearest manned Sub-Station;
- [b] have necessary protective equipments and interlocking facilities, which shall be so coordinated that any malfunctioning or abnormality in the Seller's Facility shall not adversely affect the State Grid System and in the event of such malfunctioning or abnormality the Seller's circuit breaker shall trip first to protect the equipments;
- [c] have provided HV transmission lines and complete installation of allied equipments from individual Wind Turbines to the Facility's switchyard and from the switchyard up to the State Grid EHV sub-station, for evacuation of the Wind Energy.
- [d] have installed at the Facility a capacitor bank of required capacity, so as to maintain the Power Factor as per the MSEDCL's terms and conditions of supply.

For MSEDCL



Exec Director (O)



Section 4.02: Option to Renew

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 7 Wind Turbines and associated equipment having a maximum installed capacity of 8.75 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility

The facility shall be located on the Site and shall be identified as TAURIAN IRON & STEEL COMPANY PVT. LTD. The address of the Facility is village Yiapale, Tisangi, Ghatnandare and Dahiwadi. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:

- (a) have installed SCADA for transferring the data of Wind Energy generated from the Facility's switchyard to the State Grid nearest manned Sub-Station;
- (b) have necessary protective equipments and interlocking facilities, which shall be so coordinated that any malfunctioning or abnormality in the Seller's Facility shall not adversely affect the State Grid System and in the event of such malfunctioning or abnormality the Seller's circuit breaker shall trip first to protect the equipments;
- (c) have provided HV transmission lines and complete installation of allied equipments from individual Wind Turbines to the Facility's switchyard and from the switchyard up to the State Grid EHV sub-station, for evacuation of the Wind Energy.
- (d) have installed at the Facility a capacitor bank of required capacity, so as to maintain the Power Factor as per the MSEDCL's terms and conditions of supply.

For MSEDCL

MS

Director



ARTICLE 6
FACILITY DEVELOPMENT

Section 6.01: Facility Financing

The Seller will be responsible for obtaining all financing necessary to construct, operate and maintain the Facility for the Term of the Agreement and will provide the MSEDCL with evidence of financing arrangement.

Section 6.02: Facility Permits

The Seller shall be fully responsible for obtaining and maintaining the validity of any and all licenses, permits and approvals necessary for the construction and operation of the Facility. In accordance with Section 8.02, the satisfaction of the foregoing obligation on the part of the Seller will be a condition precedent to Commercial Operations and any obligation of the MSEDCL under Article 9.

ARTICLE 7

INTERCONNECTION AND EVACUATION

Section 7.01: Interconnection

The MSEDCL shall permit the Seller to interconnect and operate in parallel its Facility with the State Grid System subject to the following terms and conditions:

- [a] the Seller shall be responsible for planning, constructing and paying for the procurement, construction and installation of its interconnection facilities at the point of Delivery at the State Grid EHV Sub-station;
- [b] The Seller shall make all arrangements at its cost for paralleling /connecting the Facility with the State Grid System at the Point of Delivery in consultation with an authorized Officer of the MSEDCL, as may be designated by the MSEDCL in this behalf.

Section 7.02: Evacuation

The Wind Energy generated from the Facility shall be evacuated to the State Grid System through the State Grid EHV sub-station. For such purpose, if required, the MSEDCL / State Grid may set up a new EHV sub-station, if the same is not available in the vicinity of the Facility and/or upgrade an existing EHV sub-station, by increasing, inter-alia, the number of bays, the transformer capacity, the capacitor banks and the protective system at the existing EHV sub-station.

For MSEDCL

MS

Section 7.03: Evacuation Expenses

Exec. Director (O)

Any expenditure incurred/to be incurred by the MSEDCL in setting up/upgrading the EHV substation for evacuating the Wind Energy from the Seller's Facility as mentioned in Section 7.02 shall be shared equally between the Seller / the infrastructure developer and the MSEDCL. The sum as stated by the MSEDCL shall be deposited by the Seller / the infrastructure developer without demur within 15 (fifteen) days of receipt of such notice of deposit from the MSEDCL, as an interest free advance. The Seller / the infrastructure developer shall produce the documentary evidence of such deposit to the officer of the MSEDCL, as may be designated. The MSEDCL shall refund the above interest free advance to the Seller / the infrastructure developer in five equal installments spread over a period of five years commencing from one year after the date of commissioning



the project. Such installments shall be paid within 15 days of the beginning of the commercial operation year. In case of delay in the refund, the MSEDCL shall pay an interest on delayed payment at 2% above the short term lending rate of State Bank of India.

ARTICLE 8

COMMERCIAL OPERATIONS

Section 8.01: Commercial Operations.

- [a] Commercial Operations Date: The Facility shall achieve Commercial Operations Date and shall be fully capable of reliably producing the Wind Energy to be provided under this Agreement and delivering such Wind Energy to the MSEDCL at the Point of Delivery.
- [b] Pre Commercial Operations: There shall be no obligation for the MSEDCL to take delivery of Wind Energy prior to Commercial Operations Date, except that the MSEDCL shall take all energy produced during the testing of the Facility, without payment of any charges.

Section 8.02 Notice of Commercial Operations.

The Seller will specify in a written notice ("COD Notice") to the MSEDCL that (i) the Facility is constructed in accordance with this Agreement and is ready to deliver Wind Energy in accordance with the terms hereof; (ii) all permissions and approvals required for the Facility to sell Wind Energy at the rates and terms specified under this Agreement have been obtained and (iii) all interconnection facilities are available to receive Wind Energy from the Facility. Such notice shall take effect and the Commercial Operations Date will be achieved following the MSEDCL's declaration that all of the conditions set forth in this Section and Article 3 have been satisfied or waived by the MSEDCL i.e:

- (a) the Seller has successfully completed the testing of the Facility in accordance with the manufacturer's recommendations and the Seller has obtained and provided to the MSEDCL Certificates from the Electrical Inspectorate (GOM), MEDA and the MSEDCL's officer as may be designated;
- (b) the Seller has delivered to the MSEDCL a list of the Facility's equipment, showing the make, model, serial number and certified the installed capacity of the Facility;
- (c) the Facility has achieved initial synchronization with the MSEDCL's / State Grid System and has demonstrated the reliability of its communications systems and communications with the MSEDCL;
- (d) the Seller has operated the Facility without experiencing any abnormal or unsafe operating conditions on any interconnected system;
- (e) the Seller shall also have notified the MSEDCL no later than 14 days prior to the Commercial Operations Date. At that time, officers of the MSEDCL shall verify that the Seller has achieved all of the conditions precedent to Commercial Operation and shall provide the Seller a written endorsement in this behalf acknowledging the documents, certificates, approvals etc provided by the Seller in this behalf.



For MSEDCL

MSD

Exe Director (O)

ARTICLE 9

SALE AND PURCHASE OF WIND ENERGY

Section 9.01: Sale and Purchase

- (a) Commencing at COD, Seller will sell and deliver and the MSEDCL will purchase and accept all of the Wind Energy of the Facility at the Point of Delivery, subject to the terms and conditions of this Agreement. The MSEDCL will pay the Seller for the Wind Energy as metered at the Point of Delivery at the "all-in" fixed tariff set forth in Exhibit "C" - 1 ("Contract Price"). The Seller undertakes not to sell any Wind Energy (all of which is committed to the MSEDCL) to any other person.
- (b) The formula for purchasing Wind Energy and/or the quantum energy sold to the MSEDCL shall be:

$$(ES) = EG - E_{Aux}$$

Where:

- ES = Net Energy Supplied by the Seller.
EG = Energy Generated and delivered to the State Grid system measured at the Point of Delivery.
Eaux = Auxiliary Energy Consumed by the Seller and measured at the Point of Delivery.

Section 9.02 Reactive Energy (KVARh)

- (a) The Seller shall make payment to the MSEDCL for the consumption of the Reactive Energy. The Reactive Energy shall be limited to 10% of Active Energy so as to maintain a Power Factor of 0.9. The charges for KVARh

consumption from the System shall be 25 paise/ unit escalated at the simple rate of 5% per year from the commercial operations date as set out in Exhibit D. The Reactive Energy charges will be adjusted by the MSEDCL in the Seller's monthly energy bill.

- (b) The MSEDCL reserves the right to give notice to the Seller to take suitable steps to maintain the required Power Factor and to avoid drawl of Reactive Energy from the System, failing which MSEDCL will be entitled to disconnect the Facility from the grid after expiry of 45 days period from the date of such notice.

Section 9.03 Administrative Charges.

The Seller shall pay the MSEDCL the sum of Rupees Nine Thousand (Rs. 9000/-) or as may be revised, per annum as the Administrative Charges on and by the fifteenth day of April each year.

Section 9.04 Transmission and Delivery Arrangements.

The Seller shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to deliver the Wind Energy and Test Energy, on a firm transmission basis, from the Facility to the MSEDCL at the Point of Delivery. The MSEDCL shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to deliver the Wind Energy and Test Energy received at the Point of Delivery, for delivering such energy, on a firm transmission service basis, to points beyond the Point of Delivery.

For MSEDCL

Director (O)



Section 9.05 - Title and Risk of Loss

As between the Parties, the Seller shall be deemed to be in control of the Wind Energy and the Test Energy out put from the Facility up to and, until delivery and receipt at the Point of Delivery and the MSEDCL shall be deemed to be in control of such energy from and after delivery and receipt at the Point of Delivery. Title and risk of loss related to the Wind Energy and Test Energy shall transfer from the Seller to the MSEDCL at the Point of Delivery.

Section 9.06 MSEDCL's right to disconnect/curtail Wind Energy due to MSEDCL's System / Grid constraints

- [a] During an Emergency in the MSEDCL's System, the MSEDCL reserves the right to back down or shutdown the Facility and will be under no obligation to evacuate the Wind Energy from the Seller's Facility. The Seller shall suitably back down or shut down, as the case may be, its generation and shall have no right to claim any compensation in such an event. The MSEDCL will however, make all reasonable efforts to bring back normalcy at the earliest.
- [b] Notwithstanding anything contained hereinabove, the Seller shall not be entitled to and the MSEDCL shall not be liable to pay any compensation on account of non-drawl of energy due to defect in MSEDCL's System/grid or Force Majeure condition or any other circumstances beyond the control of the MSEDCL.

ARTICLE 10

OPERATION AND MAINTENANCE

Section 10.01: Facility Operation.

- [a] The Seller covenants to operate the Facility as an integrated part of the MSEDCL's System/ grid.
- [b] The Seller covenants to operate and maintain the Facility in safe and reliable operating condition and in compliance with Standard Utility Practices and within the specified voltage and frequency ranges. The Seller shall provide suitable automatic disconnection arrangement for the Facility, in case the ranges of electrical characteristics go outside the limits specified, due to the MSEDCL's System constraints. The MSEDCL shall not be responsible for any damages to Seller's equipment due to variation in voltage and frequency in MSEDCL's System and MSEDCL shall not be liable to compensate the Seller for any damages suffered there from.
- [c] The Seller will devise and implement a plan of inspection, maintenance and repair of the Facility and the components thereof ("Operating Procedures") in order to maintain such equipment in a safe and reliable operating condition and in accordance with Standard Utility Practices, and shall keep records with respect to such inspections, maintenance and repairs. The Operating Procedures shall be devised in consultation with the officer of the MSEDCL as may be designated.
- [d] During the period of generation, the Seller shall liaison and co-ordinate with the officer of the MSEDCL, as may be designated.
- [e] During the Term of this Agreement the Seller shall arrange for testing and commissioning of the protection system at least once a year and intimate in

For MSEDCL

NS

Exe. Director (E)



advance the officer of the MSEDCL, as may be designated. If requested by the Seller, the MSEDCL shall extend the assistance for the purpose of testing, subject to condition that the Seller shall pay the charges for such assistance provided by the MSEDCL as would be notified or indicated by the officer of the MSEDCL, as may be designated.

Section 10.2 Outage and Performance Reporting

- [a] The Seller shall comply with all outage reporting requirements as may be revised from time to time, and as may apply to the Facility.
- [b] When Forced Outages occur, the Seller shall notify the MSEDCL of the existence, nature and expected duration of the Forced Outage as soon as practicable after the Forced Outage occurs. The Seller shall immediately inform the MSEDCL of changes in the expected duration of the Forced Outage unless relieved of this obligation by the MSEDCL for the duration of each Forced Outage.

Section 10.03 Operating and Generation Reports

- [a] On or before the 10th day of each calendar month, the Seller shall submit a monthly operating report summarizing the results of the previous month's operations, outages and maintenance activities. The format and content of the monthly operating report is set out in Exhibit "E" to this Agreement, and may be adjusted by the parties as needed from time to time during the Term of this Agreement. The report shall be submitted to the officer of the MSEDCL, as may be designated and to the concerned officer in MEDA at Pune.
- [b] The Seller shall furnish a Quarterly Generation Report as per the prescribed format to the Chief Engineer (Electrical), Govt. of Maharashtra, and to the Electrical Inspector of the Seller's area and the officer/s of the MSEDCL, as may be designated, for quarters ending June, September, December and March before the 10th day of the subsequent month in the manner set out in Exhibit "F" to this Agreement.

Section 10.04 Operating Records

The Seller shall maintain Operating Records at the Facility that contain an accurate and up to date operating log, in electronic format, records of production, changes in operating status, Scheduled Outages and Forced Outages and hourly average wind speed during the Term of this Agreement, including such records as may be required by MERC. The MSEDCL may examine the Operating Records and data kept by the Seller at any time during the period the records are required to be maintained, upon request and during normal business hours.

Section 10.05 Access to Facility

The Seller shall ensure that appropriate officers of the MSEDCL shall at all reasonable times, including weekends and nights have access to the Facility to read meters and perform all inspections, maintenance, service and operational reviews as may be appropriate to facilitate the performance of this Agreement.

Section 10.06: Data to be provided to State Load dispatch Center:

On demand the Seller shall provide the data of Generation, the Generation Forecast etc to the Load Despatch Centre.

For MSEDCL

AW
Exo. Director (O)



ARTICLE 11
MEASURING AND METERING

Section 11.01 Metering Equipment

- [a] The Seller shall, at its own expense, duly install the approved Real Time TOD Meters with online reading features at the Metering Point ("the Main Meter"). The metering equipment shall be duly approved, tested and sealed by the MSEDCL.
- [b] The Seller may at its option provide for a Check Meter, at its cost, to measure the delivery of Wind Energy during periods when the Main Meter or its related accessories such as CT/PT have failed or developed a fault. The MSEDCL shall adopt no other method of assessment of delivery of Wind Energy except for the Main Meter and the Check Meter.
- [c] The metering equipment consisting of Main and Check Meters shall be identical in make, technical standards and of 0.5 % accuracy class and calibration and comply with the requirements of Electricity Rules. The meters installed at the Metering Point shall have four quadrant, three phase, four wire, provision for on line reading and time slots as required.

Section 11.02: Testing of the Metering Equipment

- [a] The Main and Check Meters shall be tested for accuracy with a portable standard meter by the MSEDCL'S Testing Division, at the cost of the Seller. The MSEDCL shall carry out the calibration, periodical testing, sealing and maintenance of meters in the presence of the authorized representative(s) of the Seller and the representative(s) of the Seller shall sign on the result thereof.
- [b] The frequency of meter testing shall be annually.

All the meters will be tested only at the Metering Point. The MSEDCL will provide a copy of the test reports to the Seller.

- [c] If during testing, both the Main and Check Meter are found within the permissible limit of error i.e. 0.5%, the energy computation will be as per the Main Meter. If during test, any of the Main Meters is found to be within the permissible limits of error but the corresponding Check Meter is beyond the permissible limit, the energy computation will be as per the Main Meter. The Check Meter shall be calibrated immediately.

If during the tests, the Main Meter is found to be beyond permissible limits of error, but the corresponding Check Meter is found to be within the permissible limits of error, then the energy computation for the month to-date and time of such test check shall be in accordance with Check Meter. The Main Meter shall be calibrated immediately and the energy for the period thereafter shall be as per the calibrated Main Meter.

- [d] If during any of the monthly meter readings, the variation between the main meter and the check meter is more than 0.5%, all the meters shall be re-tested and calibrated immediately by MSEDCL, at the Seller's cost.

- [e] The correction required as per result of the testing will be applied to the generation and consumption of energy for the period from last meter

For MSEDCL

MSS
Exe Director (C)



reading to the time of such test checks. Energy for the periods thereafter shall be in accordance with the calibrated Main Meter.

Section 11.03 Installation of Meters

The metering system shall be provided at pole mounted CT & PT at the delivery point in compliance with the electricity rules.

Section 11.04 Charges and Penalties

- [a] The Seller shall pay all the costs and charges for the testing mentioned in Section 11.02 above. In the event, any of the meters require retesting/calibration, additional charges as applicable for the MSEDCL'S HT Consumers per occasion will be charged to the Seller. The Seller shall be charged testing charges towards the testing of each meter as applicable to the MSEDCL'S HT Consumers. Such charges shall be recoverable by the authorized concerned officer of the MSEDCL as may be designated for the same from the energy bills of the Seller.
- [b] Any fees towards the testing of protection or other equipments are to be paid by the Seller to the MSEDCL as may be applicable from time to time and informed by the authorized officer of the MSEDCL as may be designated in this behalf and based on the MSEDCL's Commercial Circulars.

Section 11.05 Joint Meter Reading

- [a] The meter readings at the Metering Point shall be undertaken jointly by the representatives of the State Grid / MSEDCL, and the authorized representative of the Seller on the 1st day of every month for the preceding month. The meter readings shall be jointly certified by both representatives of the State Grid / MSEDCL and the Seller.
- [b] The joint meter reading will be furnished by the State Grid / MSEDCL's Jurisdictional Officer to the office of Superintending Engineer, O&M Circle, Sangli for further processing. The total units received for sale of Wind Energy to MSEDCL will be ascertained by S.E. (O&M) Circle, Sangli on the basis of the joint meter readings.
- [c] Wherever more than one Power Producer(s) are delivering energy produced by them using the common evacuation system and through the common Metering equipment, then they shall identify a common agency responsible for joint meter reading with MSEDCL. The Joint Meter Reading taken at common evacuation system shall be supported by meter readings of individual power producers using such common evacuation system. Based on this break up, limited to total energy delivered, the power generated from the individual power plant shall be certified by MSEDCL.
- [c1] In case there arises a dispute between the individual developers using common evacuation system, on attributing the energy generated by individual developers, the matter will be reviewed by a designated Officer in MSEDCL Head Quarters and the developers agree to provide the relevant documents asked for in this regard.



For MSEDCL

Exo.  Director (O)

ARTICLE -12
BILLING AND ENERGY ACCOUNTING.

Section 12.01 Monthly Energy Bills

The Seller shall raise a monthly energy bill based on the joint meter readings no later than 15 days after the end of each calendar month. The Seller will send to the MSEDCL by hand delivery / courier, the monthly energy bill showing all billing parameters, rates and factors, and any other data reasonable pertinent to the calculation of monthly payments to the Seller in the format set out in Exhibit "G".

Section 12.02 Payments

The due date of payment shall be 45 days from receipt of the Seller's monthly energy bills by the MSEDCL and will be paid by account payee's cheque in the name of seller or authorized representative in whose name power of attorney is given by the seller. In case of delay in payment beyond the due date, the Seller shall be entitled to interest on such delayed payment at the rate of 2% per annum above the State Bank of India short term lending rates. The MSEDCL however, shall be entitled to make adjustments in the Seller's invoices for any charges/costs incurred on behalf of the Seller and payable by the Seller under this Agreement. This shall be shown in the audited statement issued by the MSEDCL.

Section 12.03 Billing and Payment Records

The Billing and Payment records shall be maintained by the Seller for the reconciliation by the Corporate office of Maharashtra State Distribution Company Ltd bi-annually.

Section 12.04 MSEDCL's Right to Disconnect

Notwithstanding any other provisions of this Agreement, the MSEDCL shall have the right to disconnect the Seller's Facility from the MSEDCL's System, if at any time the MSEDCL determines that:

- (a) The Seller's Facility may endanger the safety of persons; or
- (b) The continued operation of the Seller's Facility may endanger the integrity of the MSEDCL's System or have an adverse effect on the electric service to the MSEDCL's other consumers.

The Seller's Facility shall remain disconnected until such time that the condition(s) referred to above have been corrected and the MSEDCL shall not be obligated to accept or pay for any Wind Energy from the Seller during such period of disconnection.



For MSEDCL

MS

Director (O)

ARTICLE 13
EVENTS OF DEFAULTS AND REMEDIES

Section 13.01 Events of Default

An "Event of Default" shall mean in respect to a Party ("Defaulting Party"), the occurrence of any one of the following, subject to the applicable opportunity to cure

- [a] No Opportunity to Cure: Unless otherwise excused or permitted under the terms of this Agreement, any of the following shall constitute an immediate Event of Default, without the opportunity to cure:
- (i) An act of Insolvency occurs with respect to a party to this Agreement or such party is adjudged bankrupt;
 - (ii) Seller's failure to commence Commercial Operations within 9 (nine) months from the date of Grid connectivity permission / signing of PPA which ever is later, except to the extent such failure is attributable to an event of Force Majeure
 - (iii) Seller's failure under this Agreement in any commercial Operating Year to deliver Wind Energy to the Point of Delivery equal to no less than 50% of the Committed Wind Energy, provided that to the extent such failure is attributable to an event of Force Majeure the contribution of such event of Force Majeure and the outage of MSEDCL system, where the evacuation of the facility is connected to, shall be imputed into the calculation of Committed Wind Energy for the purposes of, and only for purposes of, establishing an Event of Default of the Seller.
- [b] Thirty (30) Day Opportunity to Cure: Unless otherwise excused or permitted under the terms of this Agreement, any of the following shall constitute an immediate Event of Default, unless the Party shall have cured the same after thirty (30) days of receipt of notice from the other Party:
- (i) Seller's failure to use reasonable diligence in operating, maintaining or repairing the Facility, such that the safety of persons and property, the MSEDCL's equipment or the MSEDCL's service to others is adversely affected.
 - (ii) Failure or refusal by either Party to perform its material obligations under this Agreement.
 - (iii) Abandonment of its interconnection facilities by the MSEDCL or the discontinuance by the MSEDCL of services covered under this Agreement, unless such discontinuance is caused by Force Majeure or for the reasons beyond the control of the MSEDCL.
 - (iv) Any representation or warranty made by such party herein is false or misleading in any material respect at the time it was made.

Section 13.02 Consequence of Termination

Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in writing by agreement made by the Parties.

For MSEDCL

MR
Director (O)

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- (i) require any consent or approval by any governing body of Seller, other than that which has been obtained and is in full force and effect (evidence of which shall be delivered to the MSEDCL upon its request);
 - (ii) violate any provision of law, rule, regulation, order, writ, judgment, injunction, decree, determination or award currently in effect having applicability to Seller or violate any provision in any formation documents of Seller, the violation of which could have a material adverse effect on the ability of Seller to perform its obligations under this Agreement;
 - (iii) result in a breach or constitute a default under Seller's formation documents or bylaws, or under any agreement relating to the management or affairs of Seller or any indenture or loan or credit agreement, or any other agreement; lease or instrument to which Seller is a party or by which Seller or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this Agreement; or
 - (iv) result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon or with respect to any of the assets or properties of Seller now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.
- [c] This Agreement is a valid and binding obligation of Seller.
- [d] The execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Seller is a party or any judgment, order, statute, or regulation that is applicable to Seller or the Facility.
- [e] To the best knowledge of Seller, and except for those permits, consents, approvals, licenses and authorizations mentioned in this Agreement, which Seller anticipates will be obtained by Seller in the ordinary course of business, all permits, consents, approvals, licenses, authorizations or other action required by any Governmental Authority to authorize Seller's execution, delivery and performance of this Agreement have been duly obtained and are in full force and effect.
- [f] The Seller shall comply with all applicable local, state and central laws, regulations and ordinances, and all applicable central, state, and local environmental laws and regulations presently in effect or which may be enacted during the Term of this Agreement.

Section 15.02 MSEDCL's Representations, Warranties and Covenants.

For MSEDCL

MS

Exe. Director (O)

The MSEDCL hereby represents and warrants as follows:

- [a] The MSEDCL is a statutory corporation duly organized, validly existing and in good standing under Indian laws and has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver and perform its obligations under this Agreement.



- [b] The execution, delivery and performance of its obligations under this Agreement by the MSEDCL have been duly authorized by all necessary action.

ARTICLE 16

FORCE MAJEURE

Section 16.01: Force Majeure

- [a] Except for obligations to pay money and other accrued rights and obligations, the performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure Event suffered by the Party whose performance is required in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure Event shall be extended by the number of Days of the Force Majeure Event; *provided, however*, that the Party experiencing the delay shall notify the other Party of the occurrence of such Force Majeure Event and the anticipated period of delay within ten (10) days after the commencement of the Force Majeure Event, *provided, further* that in no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its Term. Failure to provide timely notice of a Force Majeure shall be deemed to be a waiver of such Force Majeure Event. Each Party suffering a Force Majeure Event shall take, or cause to be taken, such action as may be necessary to void, nullify, overcome or otherwise to mitigate in all material respects the effects of any Force Majeure Event suffered by either of them and the Parties agree to meet to seek and coordinate appropriate mitigation measures.
- [b] In the event that any delay or failure of performance caused by a Force Majeure Event continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to Section 16.1(a), the Party not claiming such Force Majeure Event may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Agreement upon written notice to the affected Party, without further obligation by either Party except as to damages, costs and balances incurred prior to the effective date of such termination.

ARTICLE 17

GOVERNING LAW, DISPUTE RESOLUTION AND CONSENT TO JURISDICTION

Section 17.01: Governing Law.

This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of India.

Section 17.02 Dispute Resolution

Any disputes arising out of, in connection with or with respect to this Agreement or the subject matter hereof, the performance or non-performance of any obligation hereunder, that cannot be resolved by negotiation among the Parties within sixty (60) days, shall be exclusively adjudicated before the MERC and any Civil Court in Bombay having jurisdiction in the matter. Each of the Parties irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement may be brought to the Bombay High Court and appellate courts from any thereof, having subject matter jurisdiction and, by execution and delivery of

For MSEDCL

MS
Director (O)



this Agreement and such other documents executed in connection herewith, each Party (i) accepts the exclusive jurisdiction of the aforesaid courts, (ii) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court with respect to such documents, (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such documents brought in any such court, and further irrevocably waives, to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum.

ARTICLE 18

CLEAN DEVELOPMENT MECHANISM (CDM) AND SUBSIDY.

Section 18.01 CDM

The Project must be posed for CDM benefits wherever applicable. Seller and MSEDCL will compile all the documents required for obtaining CDM benefit.

Section 18.02 CDM Benefit

MERC shall be approached to review the tariff structure once the project becomes eligible for CDM or similar credits and any mechanism for sharing of CDM or similar credit between the Seller and MSEDCL. The decision of the MERC will be binding on both parties.

Section 18.03 Subsidy

If the Seller is getting any Subsidy, which is not considered by the MERC while arriving at the Normative tariff, the same shall be passed on to the consumer.

ARTICLE 19

NOTICES

Section 19.01 Notices in Writing

All notices, requests, consent or other communication shall be addressed to the other Party at the addresses noted below or such other address as shall be notified by a Party in writing to the other Party. All such notices, requests, consent or other communication, unless otherwise specified herein, shall be in writing and may be delivered by hand delivery, post, courier service or by facsimile.

To Seller:

To,
The Director,
M/S. TAURIAN IRON & STEEL COMPANY PVT. LTD.
302-A, Poonam Chambers, 3rd Floor, A Wing,
Dr. Annie Besant Road, Worli, Mumbai- 400 018

From

The Designated Officer,
The Maharashtra State Electricity Distribution Company Ltd.,
Prakashgad, Bandra (East), Mumbai 400 051.

For MSEDCL


Exec. Director (O)

ARTICLE 20
MISCELLANEOUS

Section 20.01 Amendments and Exhibits.

This Agreement may not be changed or amended unless such change or amendment shall be in writing and signed by authorized representatives of both Parties.

Section 20.02 Disclaimer.

No review, approval, consent, advice, recommendation, authorization, notice, inspection, test or other act by a Party regarding the construction, ownership, operation, use or maintenance of the Facility or the delivery of Wind Energy under this Agreement shall constitute or be interpreted as or be relied upon by any other person or entity not a party to this Agreement as a warranty, representation or endorsement by such Party.

Section 20.03 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

Section 20.04 Waiver.

Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter or any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to a subsequent default or other matter.

Section 20.05 Captions; Construction.

All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement.

Section 20.06 Assignment

The Seller shall not assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the MSEDCL. However, the MSEDCL shall be entitled to assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Seller, in the event of a restructuring or reorganization of the MSEDCL which will be notified to the Seller by the MSEDCL.

For MSEDCL

MS

Ex-Director (O)



Section 20.07 No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

Section 20.08 Cooperation.

The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. If, during the Term hereof, changes in the operations, facilities or methods of either Party will materially benefit a Party without detriment to the other Party, the Parties commit to each other to make reasonable efforts to cooperate and assist each other in making such change.

Section 20.09 Further Assurances.

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 20.09.

Section 20.10 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 20.11 Severability.

If any of the terms of this Agreement is finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; *provided, however,* that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties.

Section 20.12 Taxes; Fines and Penalties

- [a] Seller shall be solely responsible for any and all present or future Taxes, including without limitation, taxes relating to the construction, ownership or leasing, operation and maintenance of the Facility, or any components or appurtenances thereof, or by reason of the sale and delivery of Wind Energy to the MSEDCL, and all ad valorem taxes relating to the Facility.



For MSEDCL

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Director (O)

- (b) Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.

Seller:

MSEDCL / Purchaser:

TAURIAN IRON & STEEL COMPANY MAHARASHTRA STATE ELECTRICITY

PVT. LTD.

DISTRIBUTION COMPANY LIMITED.

For TAURIAN IRON & STEEL CO. PVT. LTD.

Rajesh Kumar

Director.

Signature : _____

Signature : M. Palamwar

Name : Rajesh Kumar

Name : A.D. Palamwar

Designation : _____

Designation : Director (Operation)

Witness :

1. Shri Ashwiniel - Anand

Witness :

1. Shri D.D. Wangikar

2. Shri S. S. 408

2. Shri C. Subhash Gupta



For MSEDCL

Exe. Director (O)

EXHIBIT A
FACILITY DESCRIPTION

Sr.No.	Item	Description
1	Make	SUZLON
2	Model No	S66
3	Rating in kW	1250
4	Rotor Diameter (m)	66
5	Highest hub height (m)	74
6	Type of Tower (Tubular/Lattice)	Tubular
7	No. of Blades	3
8	Power Regulation (Pitch/Stall)	Pitch
9	Type of Generator (Synchronous/asynchronous)	Asynchronous
10	Single Speed/Dual Speed/Variable Speed (Generator)	Dual
11	AC/DC/AC System (Yes/No)	No
12	Rated voltage (V)	690V(50M HZ) 600V (60Hz)
13	Geared / Gearless	Geared
14	Cut-In Wind Speed (m/s)	3 m/s
15	Cut-Out Wind Speed (m/s)	22 m/s
16	Rated Wind Speed (m/s)	14 m/s
17	Survival Wind Speed (m/s)	67 m/s
18	a) Weight of Tower in (Kg.) b) Weight of Nacelle (Kg) c) Weight of Rotor (Kg) d) Total Weight (Kg)	113000 44000 17,000 174000
19	Units to be generated per annum (kWh) at projected CUF	Approx 18.4 lacs/mw p.a
20	Auxiliary Consumption (kWh)	Approx less than 1% of generation
21	Reactive Energy requirement	Approx 10% of active energy
22	Type of Utilisation	Sale to MSEDCL
23	Wind Power Density	289 watt/m ² (at 30 m)
24	Capacity Utilization Factor (CUF) %	20.00%
25	Power Curve	Enclosed
26	Type test Certificate / Self Certificate	Enclosed
27	Scheduled Month/Year of Commissioning	March, 2006

Seal of Company



Name of Seller : TAURIAN IRON & STEEL COMPANY

For TAURIAN IRON & STEEL CO. PVT. LTD.
PVT. LTD.

Signature

Date

Director
For MSEDCL

[Signature]
Director (O)

EXHIBIT B
SITE MAPS
POINT OF DELIVERY



For **MSEDCL**

Exe. Director (O)

EXHIBIT C

(a) Contract Price (TARIFF)

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWH	Capacity Utilisation Factor % (Projected)	Energy for Sale Mus/p.a./ MW (Projected)
1	1 st year	3.50	20.00%	1.92
2	2 nd year	3.65	20.00%	1.92
3	3 rd year	3.80	20.00%	1.92
4	4 th year	3.95	20.00%	1.92
5	5 th year	4.10	20.00%	1.92
6	6 th year	4.25	20.00%	1.92
7	7 th year	4.40	20.00%	1.92
8	8 th year	4.55	20.00%	1.92
9	9 th year	4.70	20.00%	1.92
10	10 th year	4.85	20.00%	1.92
11	11 th year	5.00	20.00%	1.92
12	12 th year	5.15	20.00%	1.92
13	13 th year	5.30	20.00%	1.92

(b) Capital Cost : Approx. Rs 640 lacs per WTG



For MSEDCL

[Signature]

Exec. Director (O)

EXHIBIT D

Reactive Energy Rate Group III Wind Projects

Sr No	Commercial Operations year	Rates for Reactive Energy Paise/ KVARh
1	1 st year	25.00
2	2 nd year	26.25
3	3 rd year	27.50
4	4 th year	28.75
5	5 th year	30.00
6	6 th year	31.25
7	7 th year	32.50
8	8 th year	33.75
9	9 th year	35.00
10	10 th year	36.25
11	11 th year	37.50
12	12 th year	38.75
13	13 th year	40.00



For MSEDCL

MS

Exco. Director (9)

EXHIBIT-E

Monthly Operation Report

To be prepared as per site requirements



For MSEDCL

Exc. Director (O)

EXHIBIT-F

Quarterly Generation Report

To be prepared as per site requirements

For MSEDCL

Exe. Director (O)



EXHIBIT-G

Format for Monthly Energy Bill

To be prepared as per site requirements



For MSEDCL

Exe Director (O)

EXHIBIT-H

Location of Facility : Dhalgaon , in Maharashtra

To be filled & duly signed by Seller

Sr.No.	Particulars	
1.	Land purchase date	
2.	Total area of the land in possession	
3.	Name of (a) village (b) Taluka (c) District Location/Installation	Village : Ylapale, Tisangi, Ghatnandare, Dahiwadi Locations : G-374, G-373, G-375, G-332, G-313, G-336, G-59
4.	Survey No.	1713- 1709,1707,1713,336,423, 438,452
5.	Whether counter-survey of the land is carried out (copy enclosed)	
6.	Whether Micro setting plan of wind power project carried out (copy enclosed)	
7.	Shortest distance from the common HT line from the proposed wind power project to MSEDCL Sub-station or common export point at project site.	

Seal of Company



Name of Seller : TAURIAN IRON & STEEL
COMPANY PVT. LTD.

Signature : For TAURIAN IRON & STEEL CO. PVT. LTD.

Rajesh Kumar

Date :

Director

MR