Additional Information Submission of DVC



For approval of Addendum dated 15.09.2021 of Power Purchase Agreement (PPA) between Damodar Valley Corporation (DVC) and Jyotikiran Energy Mumbai Private Limited(JEM) for purchase of power by DVC from the Solar Photovoltaic Power Plant of **165.49 kWp at Raghunathpur Thermal Power Station (RTPS)** of DVC at Purulia district in the State of West Bengal [Total quantum as per the Addendum being 267.665 kWp (Project 1 : 102.175 kWp to be commissioned at Maithon of DVC at Dhanbad district in the State of Jharkhand) and (Project 2: 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal)] in connection with earlier application (dated 03.02.2022 vide affidavit dt 03.02.2022) in terms of regulation 7.4 of West Bengal Electricity Regulatory Commission(Terms and conditions of tariff) Regulations, 2011 and its amendments thereof.

BEFORE THE HONOURABLE WEST BENGAL ELECTRICITY REGULATORY COMMISSION,

PLOT NO AH/5 (2ND & 4TH FLOOR) PREMISES NO: MAR16-1111,ACTION AREA-1A NEWTOWN,RAJARHAT, KOLKATA - 700163.

IN THE MATTER OF:

Additional Information for approval of Addendum dated 15.09.2021 of Power Purchase Agreement (PPA) between Damodar Valley Corporation (DVC) and Jyotikiran Energy Mumbai Private Limited(JEM) for purchase of power by DVC from the Solar Photovoltaic Power Plant of **165.49 kWp at Raghunathpur Thermal Power Station (RTPS).**

AND

IN THE MATTER OF:

DAMODAR VALLEY CORPORATION DVC TOWERS, VIP ROAD KOLKATA, WEST BENGAL -700054

AND

IN THE MATTER OF:

JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED E-134, SITE EPIP, GREATER NOIDA, GAUTAM BUDDHA NAGAR UTTAR PRADESH, PIN-201308.

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Tariff Co

Kolkata: Dated: 13.05.2022 FOR & ON BEHALF OF DAMODAR VALLEY CORPORATION PETITIONER





DAMODAR VALLEY CORPORATION COMMERCIAL DEPARTMENT DVC TOWERS: V I P ROAD KOLKATA- 700 054

No. Coml/Copy Service/ 403

Dated- 13.05.2022

To

The Secretary
West Bengal Electricity Regulatory Commission,
Plot No Ah/5 (2nd & 4th Floor)
Premises No: Mar16-1111,Action Area-1a
Newtown, Rajarhat, Kolkata - 700163.

Sub: Additional Information for approval of Addendum dated 15.09.2021 of Power Purchase Agreement (PPA) between Damodar Valley Corporation (DVC) and Jyotikiran Energy Mumbai Private Limited(JEM) for purchase of power by DVC from the Solar Photovoltaic Power Plant of **165.49 kWp at Raghunathpur Thermal Power Station (RTPS).**

Respected Madam,

Enclo.: As above.

Enclosed please find herewith a copy of the subject Additional Information along with complete set of all the relevant documents for your kind perusal and reference please.

The payment of requisite fees for approval of Power Purchase Agreement as per clause 5 (Power Purchase Agreement for purchase of power from captive power plant and/or co-generation and/or renewable sources of energy) of WBERC Fees Regulations, 2013 (No.60/WBERC dated 11.09.2013) has been made by DVC and the details are as given below:

Subject	Payment	UTR No.	Remarks
	Amount		
	(Rs.)		
Payment of Fees for		CPM00000000421932427	Dated 07.01.2022
approval of PPA between	2000/-		
DVC and JEM for Solar			
PV plant at DVC (Maithon			
& RTPS) of Capacity			
267.665 kWp [Project 1:			
102.175 kWp at Maithon			
& Project 2 165.49 kWp at			
RTPS DVC].			

Yours sincerely,

Deputy Chief Engineer (Commercial)

For and on behalf of
Damodar Valley Corporation.

SL NO. 704 120 22

धारनीय घेर च्यायिक



INDIA NON JUDICIAL

क्रम बंगाल WEST BENGAL

64AB 536405

BEFORE THE WEST BENGAL ELECTRICTY REGULATORYCOMMISSION, KOLKATA.

File no.

Case no.

IN THE MATTER OF:

Additional Information for approval of Addendum dated 15.09.2021 of Power Purchase Agreement (PPA) between Damodar Valley Corporation (DVC) and Jyotikiran Energy Mumbai Private Limited(JEM) for purchase of power by DVC from the Solar Photovoltaic Power Plant of 165.49 kWp at Raghunathpur Thermal Power Station (RTPS).

And

IN THE MATTER OF: DAMODAR VALLEY CORPORATION

DVC TOWERS, VIP ROAD KOLKATA, WEST BENGAL -700054

.....Petitioner

AND

IN THE MATTER OF: JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED

E-134, SITE EPIP.

GREATER NOIDA, GAUTAM BUDDHA NAGAR

UTTAR PRADESH,

PIN-201308.

.....Respondent

ATTESTED
S. CHAUDHURI
NOTARY
GOVT. OF INDIA
Regd. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs.

2 9 APR 2022

AFFIDAVIT

I, Samit Mandal, Son of Shri Biman Mandal, aged 47 years by faith Hindu residing at F-II/27 Kanishka Road, Post-Durgapur, DS Township, A-Zone, PIN-713204 do hereby solemnly affirm and declare as follows:

- 1. That I am the Deputy Chief Engineer (Commercial) of the applicant / respondent company and have been acquainted with the fact and circumstances narrated in the application / affidavit in opposition in respect of which the affidavit is sworn.
- 2. I have been authorized to swear this affidavit on behalf of applicant / respondent as I am competent to do so.
- 3. The statements made in paragraph 1 to 12 are true to my knowledge and belief and the statement made in other paragraphs of the application / affidavit in opposition are matters of records made available to me and based on information received which I believe to be true and correct.

Place: Kolfatol

Dated: 29/04/202

DEPONENT

GOVT. OF INDIA Read. No.-6564/08 Bidhannagar Court Biet.=North 24 Pgs

9 APR 2022

Identified By Me ADVOCATE

5

MANOJ BASU Advocate Enrolment No.-F-247/2006 Bidhan Nagar Court Kolkata-700091

BEFORE THE HONOURABLE WEST BENGAL ELECTRICITY REGULATORY COMMISSION,

PLOT NO AH/5 (2ND & 4TH FLOOR) PREMISES NO: MAR16-1111,ACTION AREA-1A NEWTOWN,RAJARHAT, KOLKATA - 700163

IN THE MATTER OF: Approval of Addendum-1 (Addendum) dated 15.09.2021 of Power Purchase Agreement (Agreement) between Damodar Valley Corporation (DVC) and Jyotikiran Energy Mumbai Private Limited for purchase of power by DVC from the Solar Photovoltaic Power Plant of 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal [Total quantum as per the Addendum being 267.665 kWp (Project 1:102.175 kWp to be commissioned at Maithon of DVC at Dhanbad district in the State of Jharkhand) and (Project 2: 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal)] in connection with earlier application (dated 03.02.2022 vide affidavit dt 03.02.2022) in terms of regulation 7.4 of West Bengal Electricity Regulatory Commission(Terms and conditions of tariff) Regulations, 2011 and its amendments thereof.

AND

IN THE MATTER OF: DAMODAR VALLEY CORPORATION

DVC TOWERS, VIP ROAD

KOLKATA-700054

AND

IN THE MATTER OF: JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED
E-134, SITE EPIP,
GREATER NOIDA, GAUTAM BUDDHA NAGAR
UTTAR PRADESH,
INDIA
PIN-201308.

MOST RESPECTFULLY SHOWETH

- 1. Jyotikiran Energy Mumbai Private Limited is a company incorporated under the Companies Act,2013, having its registered office at E-134, Site EPIP, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh,INDIA, PIN-201308 (Hereinafter referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns).
- DAMODAR VALLEY CORPORATION, a corporation constituted under the Damodar Valley Corporation Act (Act No. XIV of 1948) and having its Head Quarter at DVC Towers, VIP Road, Kolkata- 700 054 (hereinafter referred to as "Purchaser").
- 3. Damodar Valley Corporation (**DVC**) and JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED (**JEM**) had executed Power Purchase Agreement (hereinafter referred to as Agreement) for purchase of entire power from Solar Photovoltaic Power Plant of Capacity 278.72 kWp to be commissioned at Maithon of DVC Maithon, P.O.- Maithon Dam at Dhanbad district in the State of Jharkhand. The Agreement was executed on 18.12.2020.
- 4. Later, Damodar Valley Corporation (**DVC**) and JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED (**JEM**) had executed **Addendum-1** to the Power Purchase Agreement on 15.09.2021. The Parties vide this Addendum-1 amended certain terms and conditions of the Agreement and agreed on certain new terms and conditions.
- 5. As per the terms of the Addendum-1 (hereinafter referred to as the **Addendum**) the plant capacity has been amended as follows:

 The amended project capacity is 267.665 kWp [Project 1 : 102.175 kWp to be commissioned at Maithon of DVC at Dhanbad district in the State of Jharkhand and Project 2: 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal].

- 6. Damodar Valley Corporation (**DVC**) has filed petition dated 03.02.2022 (vide affidavit dt 03.02.2022) for approval of the **Agreement** along with **Addendum** executed between Damodar Valley Corporation and Jyotikiran Energy Mumbai Private Limited for purchase of power from Solar Photovoltaic Power Plant of total Capacity 267.665 kWp [Project 1:102.175 kWp to be commissioned at Maithon of DVC at Dhanbad district in the State of Jharkhand and Project 2: 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal] before Hon'ble West Bengal Electricity Regulatory Commission.
- 7. The purchaser vide its petition dated 03.02.2022 has already submitted the relevant document e.g. copy of the Addendum dated 15.09.2022, Original PPA 18.12.2020 and other relevant bid documents to WEST BENGAL ELECTRICITY REGULATORY COMMISSION. However, the copy of the Addendum is annexed herewith for ready reference (at Annexure-1).
- 8. DVC in its petition has already submitted that, in terms of Regulatory compliance Purchaser has tied up with Power Producer through this agreement. The Purchaser has also submitted that, at the time of entering into the Agreement there was a gap of RPO target vs. RPO fulfillment of DVC and in order to bridge the gap DVC has executed the Agreement.
- 9. The Power Producer has agreed to install and operate a solar photovoltaic power plant of total capacity of 267.665 kWp [Project 1: 102.175 kWp to be commissioned at Maithon of DVC at Dhanbad district in the State of Jharkhand and Project 2: 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal] capacity and to supply the entire Solar Power of the Project to Purchaser on the terms and conditions as contained in this Agreement.
- 10. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in the Agreement.

- 11. The Purchaser (DVC) appeals before Hon'ble **WEST BENGAL ELECTRICITY REGULATORY COMMISSION** (**Commission**) for approval for purchase of power from project in the state of West Bengal i.e. Project 2 (of the Addendum): 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal
 - 12. Therefore, DVC submits this application for approval of the Amended Agreement between Damodar Valley Corporation and Jyotikiran Energy Mumbai Private Limited for a quantum of 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal, in terms of Regulation 7.4 of West Bengal Electricity Regulatory Commission (Terms and Conditions Of Tariff) Regulations, 2011 and its amendments thereof.



PRAYER BEFORE THE HONOURABLE COMMISSION

It is prayed that the Hon'ble Commission may kindly like to:-

- 1. Approve the Amended Agreement (Addendum) [with reference to the Agreement] between Damodar Valley Corporation and Jyotikiran Energy Mumbai Private Limited for a quantum of 165.49 kWp at Raghunathpur Thermal Power Station (RTPS) of DVC at Purulia district in the State of West Bengal, in terms of Regulation 7.4 of West Bengal Electricity Regulatory Commission (Terms and Conditions Of Tariff) Regulations, 2011 and its amendments thereof.
- 2. Pass such other order(s) as the Hon'ble Commission may deem fit and proper keeping in view the facts and circumstances of the case.



Place:	Deputy Chief Engineer (Commercial)

Dated: DAMODAR VALLEY CORPORATION

ANNEXURE - 1



ACC Name - Vikas Chauhan ACC Code - UP14003304

ACC Add - Nolda - Mobile - 9540079101

License No. - 170/2018, Tehsil & Distric - G.B. Naca



सत्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

IN-UP65095292876850T

14-Sep-2021 03:20 PM

NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN

SUBIN-UPUP1400330419148410842114T

JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED

Article 5 Agreement or Memorandum of an agreement

Not Applicable

JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED

Not Applicable

JYOTIKIRAN ENERGY MUMBAI PRIVATE LIMITED

200

(Two Hundred only)



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ADDENDUM-1 TO THE POWER PURCHASE AGREEMENT No. -6

THIS ADDENDUM-1 TO THE POWER PURCHASE AGREEMENT No. 6 (the "Addendum") executed between Jyotikiran Energy Mumbai Private Limited and Damodar Valley Corporation dated December 18, 2020 ("Agreement No. 6") is made on September ____15__, 2021 at Noida, U.P. ("Execution Date")

By and between:

Jyotikiran Energy Mumbai Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at E 134, Site EPIP, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, India 201308 (hereinafter referred to as the "Power Producer" which expression shall include its Affiliates, Subsidiaries, successors and permitted assigns);

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stack Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.

AND

Damodar Valley Corporation, situated at DVC Tower, VIP Road, Kolkata-70054 (West Bengal) (Herein after referred to as the "**Purchaser**", which expression shall include its successors and permitted assigns);

The Power Producer and Purchaser are each individually referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. The Power Producer had entered into a power purchase agreement No.6 dated December 18, 2020 with Purchaser ("Principal PPA No. 6").
- B. Now, the Parties vide this Addendum-1 wishes to amend certain terms and conditions of the Agreement and agree on certain new terms and conditions, which will form basis of this Addendum-1.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Recital A and C of the Agreement shall be amended as below:
- a) In Recital A, the number "278.72 kWp" shall stand deleted and shall be substituted with 267.665 kWp (Project 1- 102.175 kWp at Maithon & Project 2- 165.49 kWp) at Raghunathpur Thermal Power Station (RTPS), DVC.
- b) In Recital C, the number "278.72 kWp" shall stand deleted and shall be substituted with 267.665 kWp (Project 1 102.175 kWp at Maithon & Project 2 165.49 kWp) at Raghunathpur Thermal Power Station (RTPS), DVC.
- 2. In Sub-clause (c) of Clause 4.1 of the Agreement, the number "278.72 kWp" shall stand deleted and shall be substituted with 267.665 kWp (Project 1- 102.175 kWp at Maithon & Project 2- 165.49 kWp) at Raghunathpur Thermal Power Station (RTPS), DVC.
- 3. Schedule I of the Agreement shall stand deleted and substituted as below:







Schedule I (Project -1)

Description of the Premises:

Premises Overview	Maithon, DVC, Dhanbad, Jharkhand
Segment	Government Organization, Under Ministry of Power
Type of Roof	RCC
Hours of Operation	24 X 7
Security	Gated Complex with Round the clock security arrangement

Capacity and Area Requirement		
Capacity	102.175 kWp	
Module Area	595 sqr mtr (PV System)	
Number of Building	2	
Roofs	2	
Distribution LT Panel		







Schedule I (Project -2)

Premises Overview	Raghunathpur Thermal Power Station (RTPS), DVC, Dumdumi, West Bengal
Segment	Government Organization, Under Ministry of Power
Type of Roof	RCC
Hours of Operation	24 X 7
Security	Gated Complex with Round the clock security arrangement

Capacity and Area Requirement		
Capacity	165.49 kWp	
Module Area	963 sqr mtr (PV System)	
Number of Building	lding 4	
Roofs 4		
Distribution	LT Panel	







4. Schedule III of the Agreement shall stand deleted and substituted as below:

Schedule III (Project -1)

The following is the purchase value of the system over a period of 25 years.

This may be applicable under the following conditions.

- 1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
- 2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
- 3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per RFS rates for the state of Jharkhand has used the CERC guidelines for arriving at the Project cost.

d .	Purchas	e Price for 102.175 kWp syst @ INR 45/watt peak	em
Year of Term (End of Year)	Calendar Year	Salvage Value (%)	Project (102.175 kWp) Salvage Value (in Rs.)
. 1	Year 1	100%	4,597,875
2	Year 2	96%	4,413,960
3	Year 3	92%	4,230,045
4	Year 4	88%	4,046,130
5	Year 5	84%	3,862,215
6	Year 6	80%	3,678,300
7	Year 7	76%	3,494,385
8	Year 8	72%	3,310,470
9	Year 9	68%	3,126,555
10	Year 10	64%	2,942,640
11	Year 11	60%	2,758,725
12	Year 12	56%	2,574,810
13	Year 13	52%	2,390,895
14	Year 14	48%	2,206,980
15	Year 15	44%	2,023,065
16	Year 16	40%	1,839,150
17	Year 17	36%	1,655,235
18	Year 18	32%	1,471,320
19	Year 19	28%	1,287,405
20	Year 20	24%	1,103,490
21	Year 21	20%	919,575
22	Year 22	16%	735,660
Y MU 23	Year 23	12%	551,745
24	Year 24	8%	367,830
25	Year 25	4%	183,915

Schedule III (Project-2)

The following is the purchase value of the system over a period of 25 years.

This may be applicable under the following conditions.

- 1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
- 2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
- 3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per RFS rates for the state of West Bengal has used the CERC guidelines for arriving at the Project cost.

		ice for 165.49 kWp systen INR 45/watt peak	
Year of Term (End of Year)	Calendar Year	Salvage Value (%)	Project (165.49 kWp) Salvage Value (in Rs.)
1	Year 1	100%	7,447,050
2	Year 2	96%	7,149,168
3	Year 3	92%	6,851,286
4	Year 4	88%	6,553,404
5	Year 5	84%	6,255,522
6	Year 6	80%	5,957,640
7	Year 7	76%	5,659,758
8	Year 8	72%	5,361,876
9	Year 9	68%	5,063,994
10	Year 10	64%	4,766,112
11	Year 11	60%	4,468,230
12	Year 12	56%	4,170,348
13	Year 13	52%	3,872,466
14	Year 14	48%	3,574,584
15	Year 15	44%	3,276,702
16	Year 16	40%	2,978,820
17	Year 17	36%	2,680,938
18	Year 18	32%	2,383,056
19	Year 19	28%	2,085,174
20	Year 20	24%	1,787,292
21	Year 21,	20%	1,489,410
22	Year 22	16%	1,191,528
23	Year 23	12%	893,646
24	Year 24	8%	595,764
25	Year 25	4%	297,882





5. Schedule IV of the Agreement shall stand deleted and substituted as below:

Schedule IV (Project -1)

Client	Damodar Valley Corporation		
Project:	102.175 kWp Solar On-Grid Power Project		
Location:	Maithon, DVC, Jharkhand		
	Expected Yearly	Energy Generation Sheet	
End of year	Yearly Degradation 'MWh' (Modules & System) Degradation considered in PV system generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'kWh' Yearly 'A'
-1	1.0%	1995.6	144,680
2	1.0%	1995.6	143,233
3	1.0%	1995.6	141,801
4	1.0%	1995.6	140,383
5	1.0%	1995.6	138,979
6	1.0%	1995.6	137,589
7	1.0%	1995.6	136,213
8	1.0%	1995.6	134,851
9	1.0%	1995.6	133,503
10	1.0%	1995.6	132,167
11	1.0%	1995.6	130,846
12	1.0%	1995.6	129,537
13	1.0%	1995.6	128,242
14	1.0%	1995.6	126,960
15	1.0%	1995.6	125,690
16	1.0%	1995.6	124,433
17	1.0%	1995.6	123,189
18	1.0%	1995.6	121,957
19	1.0%	1995.6	120,737
20	1.0%	1995.6	119,530
21	1.0%	1995.6	118,335
22	1.0%	1995.6	117,151
23	1.0%	1995.6	115,980
24	1.0%	1995.6	114,820
25	1.0%	1995.6	113,672







Schedule IV (Project -2)

Client	Damodar Valley Corporation			
Project:	165.49 kWp Solar On-Grid Power Project			
Location:	Raghunathpur Thermal Power Station, DVC, West Bengal			
	Expected Yearly	Energy Generation She	et	
End of year	Yearly Degradation 'MWh' (Modules & System) Degradation considered in PV system generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'kWh' Yearly 'A'	
1	1.0%	1995.6	240,788	
1 2	1.0%	1995.6	238,380	
3	1.0%	1995.6	235,996	
4	1.0%	1995.6	233,636	
5	1.0%	1995.6	231,300	
6	1.0%	1995.6	228,987	
7	1.0%	1995.6	226,697	
8	1.0%	1995.6	224,430	
9	1.0%	1995.6	222,186	
10	1.0%	1995.6	219,964	
11	1.0%	1995.6	217,764	
12	1.0%	1995.6	215,587	
13	1.0%	1995.6	213,431	
14	1.0%	1995.6	211,296	
15	1.0%	1995.6	209,184	
16	1.0%	1995.6	207,092	
17	1.0%	1995.6	205,021	
18	1.0%	1995.6	202,971	
19	1.0%	1995.6	200,941	
20	1.0%	1995.6	198,931	
21	1.0%	1995.6	196,942	
22	1.0%	1995.6	194,973	
23	1.0%	1995.6	193,023	
24	1.0%	1995.6	191,093	
25	1.0%	1995.6	189,182	

6. MISCELLANEOUS

- (a) This Addendum shall come into effect from the Execution Date.
- (b) The Parties agree that rest of the terms and conditions as agreed between them under the Agreement continue to remain valid and effective as on the date of this Addendum.
- This Addendum shall constitute integral part of the Agreement No. 6.
 - (d) The provisions of the Agreement not modified by this Addendum shall remain unchanged and wholly applicable between the Parties.



- (e) To the extent amended this Addendum shall prevail over and above any other agreements and contains the whole agreement between the Parties relating to the amendments as contemplated by this Addendum and supersede all previous correspondence, if any, between the Parties relating to the subject matter of this Addendum.
- (f) The capitalized terms used in this Addendum but not defined shall have the meaning ascribed to them in the Agreement No. 6.
- (g) This Addendum shall be governed by, and construed in accordance with, the laws of India. Any dispute or differences between the Parties shall be resolved and settled as per the terms of the Agreement No. 6.

IN WITNESS WHEREOF, intending to be legally bound hereby, Power Producer and Purchaser have executed this Power Purchase Agreement No. 6as of the date first set forth above.

For and on behalf of the **Jyotikiran Energy Mumbai Private Limited**

Authorised Signatory

Name: KUSHAGRA NANDAN

Designation: DIRECTOR

For and on behalf of the Damodar Valley Corporation

Authorised Signatory

Name:

Designation:

मुख्य अभियंता (वाणिज्यिक) Chief Engineer (Comml.)

DEBASALS DEY)

दामोदर घाटी निगम/D.V.C.

