

GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE CHIEF ENGINEER (POWER) WESTERN ELECTRICAL ZONE
DEPARTMENT OF POWER: ITANAGAR

NO.CE(P)/WEZ/COM-3/PPA(IPP)/2016-17/ 2864-68

Dated, 17th Sept' 2018

To,

✓ The Secretary,
Arunachal Pradesh Regulatory Commission (APSERC)
Govt. Of Arunachal Pradesh
Niti Vihar Road,
Itanagar-791 111.

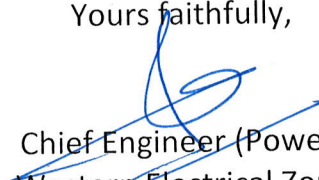
Sub:- Petition

Sir,

I am directed to submit herewith a copy of the Final Draft Power Purchase Agreement (PPA) between M/s Devi Energies Pvt. Limited, Rupa, West Kameng District, Arunachal Pradesh and the Department of Power, Arunachal Pradesh for Power Purchase from Dikshi Hydro Electric Project 24 MW, near Rupa, West Kameng District, Arunachal Pradesh, to you in the form of petition for the approval of the draft Power Purchase Agreement(PPA).

Enclo:- As stated above

Yours faithfully,



Chief Engineer (Power)
Western Electrical Zone
Department of Power, Itanagar

NO.CE (P)/WEZ/COM-3/PPA(IPP)/2016-17/

Dated, 17th Sept' 2018

Copy to:-

1. The Commissioner(Power), Govt. Of A.P., Block No-2 3rd Floor, A.P.Civil Secretariat, Itanagar,
2. The Managing Director , M/s Devi Energies Pvt. Limited, E-351, Rupa Town, PO&PS- West Kameng District, A.P-790003 for information.
3. Concerned file.


Chief Engineer(Power)
Western Electrical Zone
Department of Power, Itanagar

RECEIPT NO. 220

Date 17/9/18

(P.A-9/2)

APPENDIX-I
General heading for Petitions
FORM 1
(See Regulation 14)
BEFORE THE ARUNACHAL PRADESH STATE ELECTRICITY REGULATORY COMMISSION
ITANAGAR.

FILE NO. :-
CASE NO. :
(To be filled by the Office)

IN THE MATTER OF:

Petition for approval of the Power Purchase Agreement (PPA) in between the Department of Power, Government of Arunachal Pradesh and M/s Devi Energies Pvt Ltd, having its registered office at E-351, Rupa Town, PO & PS- Rupa, West Kameng District, Arunachal Pradesh-790003 and Corporate Office at 8-2-268/1/A/1/B&C, 1st Floor, Tulasi Homes, Aurora Colony, Road No.3, Banjara Hills, Hyderabad-500034 for Purchase of Power from Dikshi Hydro-Electric Project (24MW installed capacity).


AND

IN THE MATTER OF:

The Chief Engineer (Power), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar-791111 and M/s Devi Energies Private Limited, E-351, Rupa Town, PO & PS- Rupa, West Kameng District, Arunachal Pradesh-790003 and Corporate Office at 8-2-268/1/A/1/B&C, 1st Floor, Tulasi Homes, Aurora Colony, Road No.3, Banjara Hills, Hyderabad-500034.

The Petitioner most respectfully submits as follows:

1. M/s Devi Energies Pvt. Ltd. having registered office at E-351, Rupa Town, PO & PS- Rupa, West Kameng District, Arunachal Pradesh-790000 and Corporate Office at 8-2-268/1/A/1/B&C, 1st Floor, Tulasi Homes, Aurora Colony, Road No.3, Banjara Hills, Hyderabad-5000343 is presently constructing Dikshi Hydro-Electric Project with installed capacity of 24 MW, located at Dikshi village near Rupa, West Kameng District, Arunachal Pradesh and they will make it commercially operational on or before 30th July 2019;
2. The Generating Company entered into an Agreement (Memorandum of Agreement or MOA) dtd 17.03.2011 with the state Government in accordance with the State Small Hydro Power Policy, 2007;
3. The Arunachal Pradesh State Cabinet has approved for Power Purchase Agreement (PPA) and accorded the willingness of the state to buy power from Dikshi Hydro-Electric Project vide UO no. CAB/M-16/2017/40-56, dtd 05.02.2018;
4. The Petitioner has got the Draft PPA duly vetted by Finance Department and Law Department, Government of Arunachal Pradesh and also have incorporated all the additional suggestions endorsed by APERC conveyed vide letter no.APERC/RA-B/2018-19/408-09, dtd 13.08.2018;
5. Draft Power Purchase Agreement (PPA) duly initialled by both the parties is attached herein with the petition; &
6. The Petitioner, now seeks the Approval of the APERC on the draft Power Purchase Agreement (PPA).


Petitioner
Chief Engineer (Power)
Western Electrical Zone
Department of Power
Government of Arunachal Pradesh
Itanagar

APPENDIX-II
General heading for Petitions
FORM 2
(See Regulation 15 (1))
BEFORE THE ARUNACHAL PRADESH STATE ELECTRICITY REGULATORY COMMISSION
ITANAGAR.

FILE NO. :-
CASE NO. :
(To be filled by the Office)

IN THE MATTER OF:

Petition for approval of the Power Purchase Agreement (PPA) in between the Department of Power, Government of Arunachal Pradesh and M/s Devi Energies Pvt Ltd, having its registered office at E-351, Rupa Town, PO & PS- Rupa, West Kameng District, Arunachal Pradesh-790003 and Corporate Office at 8-2-268/1/A/1/B&C, 1st Floor, Tulasi Homes, Aurora Colony, Road No.3, Banjara Hills, Hyderabad-500034 for Purchase of Power from Dikshi Hydro-Electric Project (24MW installed capacity).

AND

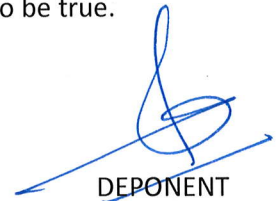
IN THE MATTER OF:

The Chief Engineer (Power), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar-791111 and M/s Devi Energies Private Limited, E-351, Rupa Town, PO & PS- Rupa, West Kameng District, Arunachal Pradesh-790003 and Corporate Office at 8-2-268/1/A/1/B&C, 1st Floor, Tulasi Homes, Aurora Colony, Road No.3, Banjara Hills, Hyderabad-500034.

AFFIDAVIT

I Shri GumdoDoji, son of Lt. MogumDoji, aged about 55 years, resident of Itanagar, Papum Pare District, Arunachal Pradesh, do hereby solemnly affirm and state as follows:

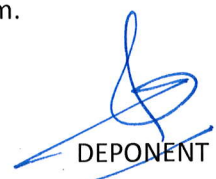
1. I am a Chief Engineer (Power), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar, the Petitioner in the above matters and am duly authorised by the said petitioner to make this affidavit on its behalf;
2. The statements made in paragraphs from Sl no. 1 to 6 of the petition herein are true to my knowledge and are based on the records of my office and I believe them to be true.


DEPONENT

Verification:

I, the Deponent above named do hereby verify the contents of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

Verify at on the day of
Place: Itanagar.


DEPONENT

Modified & Final

DIKSHI SHEP

DRAFT PPA

POWER PURCHASE AGREEMENT

BETWEEN

M/S. Devi Energies Private Ltd

AND

DEPARTMENT OF POWER, GOVT. OF ARUNACHAL PRADESH, ITANAGAR

This POWER PURCHASE AGREEMENT is entered into on this ____ day, ____ 2018 between the Governor of Arunachal Pradesh through the *Department of Power, Govt. of Arunachal Pradesh, Itanagar*, represented by the Commissioner (Power) hereinafter referred to as "Bulk Power Customer" or "DoPAP" which expressions shall unless repugnant to the context shall include their respective successors and assigns as party of the First part,

AND

M/S Devi Energies Private Ltd, a company incorporated under the Companies Act, 1956 and amended as per the Rules of Companies Act 2013 having its registered office at E-351, Rupa Town, PO & PS Rupa, West Kameng District, Arunachal Pradesh – 790003 , Corporate Office at 8-2-268/1/A/1/B&C, 1st Floor, Tulasi Homes, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad – 500034 (hereinafter called "Generating Company" or "DEPL" which expression

shall unless repugnant to the context or meaning thereof shall include its successors and assigns) as party of the Second Part.

WHEREAS the DEPL and the Bulk Power Customer as the context may require, are individually referred to as "Party" and collectively referred to as "Parties".

AND

WHEREAS, the Generating Company entered into an agreement dated 17th March 2011 (hereinafter referred to as Memorandum of Agreement or "MOA"), with the Government of Arunachal Pradesh in accordance with the State Small Hydro Power Policy 2007 in this regard.

AND

WHEREAS, the Generating Company is engaged in the business of power generation and other incidental businesses situated at Dikshi hydro electric project, Dikshi Village, near Rupa, West Kameng District in the State of Arunachal Pradesh, and has undertaken to implement the power plant and make it commercially operational on or before 30th July 2019.

AND

WHEREAS, DoPAP is a deemed distribution Licensee operating in the State of Arunachal Pradesh to supply power in the State.

AND

WHEREAS, the Generating Company desires to supply electricity generated from the Dikshi Small Hydro Electric Project with installed capacity of 24 MW to Bulk Power Customer and Bulk Power Customer agrees to purchase electricity generated from such capacity by the Generating Company from the Commercial Operation Date(COD).

AND

WHEREAS, the Arunachal Pradesh State Cabinet approved for Power Purchase Agreement (PPA) and accorded the willingness of the State to buy power from Dikshi Hydro Electric Project 24 MW in West Kameng District vide UO No. CAB/M-16/2017/40-56 Dated 05.02.2018.

NOW, THEREFORE, in consideration of the above, mutual covenants and conditions set forth herein, it is hereby agreed by the parties hereto as follows:-

1.0 DEFINITIONS:

- (1) **"Bill"** means a bill raised to DoPAP, that includes all charges to be paid by DoPAP with respect to sale of Power by the Generating Company;
- (2) **"Main Meter"** means meter on the basis of which energy bills shall be raised by the Generating Company.

- (3) **"Check Meter"** means meter capable of performing a check on the accuracy of the Main Meter.
- (4) **"Commercial Operation Date" or "COD"** shall mean the date of continuous injection of power in the grid and declared commercial by the generator.
- (5) **"Energy Account Month"** means period from date of meter reading in previous month to date of meter reading in following month and such period should not exceed 35 days.
- (6) **"Grid"** means 33 KV or higher voltage system owned, maintained and operated by DoPAP or STU or other transmission/distribution licensees and includes substations, lines etc.
- (7) **"Installed Capacity"** means the summation of the name plate capacities of the units in the generating station or the capacity of the generating station (reckoned at the generator terminals).
- (8) **"Interconnection Point"** shall mean interface point of renewable energy generating facility with the transmission system or distribution system and shall be line isolator on outgoing feeder on HV side of generator transformer of the small hydro power Project. This shall also be the delivery point.
- (9) **"State Transmission Utility (STU)"** means the Board or the Government Company or Department of the State Government specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act, 2003. Department of Power, Government of Arunachal Pradesh (DoPAP) is presently the deemed Transmission licensee in the State, which has been assigned the responsibility as deemed Transmission license by the State Government and shall include its successor entity/entities.
- (10) **"State Commission"** means the Arunachal Pradesh State Electricity Regulatory Commission (APSERC).
- (11) **"RE Regulations"** means the Arunachal Pradesh State Electricity Regulatory Commission's Terms and Conditions for Tariff Determination from the Renewable Energy Sources Regulation – 2018 as amended from time to time.

The words/expressions used and not defined herein in this Agreement, unless repugnant to the context shall have the same meanings as respectively assigned to them under the Electricity Act 2003, as amended from time to time and the Rules or Regulations including RE regulations framed thereunder. The words/expressions mentioned below shall be read as indicated.

A	Month	English Calendar Month
B	Year	Financial year commencing on 1st April and ending on 31st March
C	Energy	Electrical Energy
D	Power	Electrical Power
E	L.C.	Letter (s) of Credit.
F	Due Date	Means the date 60 days from the date of Bill/ Supplementary Bill
G	IEGC	Indian Electricity Grid Code
H	Outage	Means the State of Component when it is not available to perform its intended function due to some event directly associated with that Component.
I	DP	Delivery Point
J	JMR	Joint Meter Reading

2.0 GENERATION FACILITIES, INSTALLED CAPACITY & ALLOCATION OF POWER:

- 2.1 The Generating Company shall own, install, operate, and maintain the generating station equipments and associated dedicated transmission line and shall follow such operating procedures on its side of the electric interconnection with the Grid, as are consistent with provisions of the Applicable Codes and other applicable rules and regulations framed under the Act.
- 2.2 DoPAP shall follow such operating procedures on its side of the electric interface point with the Generating Company, as required to receive Power from the Generating Company's facility, without interruptions or adverse consequences on the Generating Company, and consistent with the provisions of the Applicable Codes and other applicable rules and regulations framed under the Act.



- 2.3 As per the provisions contained in Clause 5.1 of MOA, State Government shall be given free power @ 10% of the power generated as per Small Hydro Power Policy 2007 with a moratorium period of one year from COD(Commercial Date of Operation). This free power shall be supplied after completion of the moratorium period. The free power shall be calculated at interconnection point and all taxes, duties, levies and costs in respect of free power and towards its evacuation shall be borne by the State Government.
- 2.4 The Net Saleable Energy from the project to the Bulk Power Customer shall be delivered by the 24 MW DIKSHI SHEP at the Interconnection Point.

3.0 GENERAL OBLIGATION:

- 3.1 The energy to be supplied as per this agreement shall be in the form of three phase, 50 hertz, alternating Current at a voltage of 132 kV. The frequency and voltage shall be subject to fluctuation as per provisions contained in IEGC and as amended from time to time.
- 3.2 Both the parties shall comply with all the provisions of MOA entered for execution of Dikshi Hydro Electric Project(24 MW) between DEPL and Government of Arunachal Pradesh on 17th March 2011.

4.0 EVACUATION OF POWER AND METERING:

- 4.1 The entire Power from Dikshi HEP shall be delivered at Interconnection Point and will be transmitted through Dikshi-Tenga-Nechipu 132 KV transmission line connected to existing Balipara- Khuppi 132 KV line near Nechipu (LILO Connection). The Generating Company shall be responsible for developing the evacuation system for the Project and shall subject to the provisions of the MoA signed between the Generating Company and the Government of Arunachal Pradesh.
- 4.2 The DoPAP shall pay the Transmission Charges as determined by APERC to the Generating Company / Transmission Licensee for the Transmission System beyond the Interconnection Point upto LILO Connection till such time the ownership of such Transmission Lines/System remains with the Generating Company/Transmission Licensee.



- 4.3 Government of Arunachal Pradesh or its designated Agency has the first option to buy the existing evacuation system of the Generating Company/Transmission Licensee at the depreciated cost indicated in the latest accounts of the Generating Company/Transmission Licensee and accordingly, in all such cases where existing evacuation system of the Generating Company/Transmission Licensee has been purchased by Government of Arunachal Pradesh or its designated Agency, DoPAP shall not be required to pay the Transmission Charges to the Generating Company/Transmission Licensee.
- 4.4 DEPL shall deliver the power at 132 KV at DIKSHI Switch Yard. Joint Meter Reading shall be taken at Inter Connection Point where the Metering System shall be installed.
- 4.5 Generating Company/DEPL shall provide two identical meters namely Main Meter and Check Meter at the interconnection point, with the facility for downloading data to measure the quantity and time details of the power transfer by the Generating Company, conforming to the specifications approved by the STU. Complete metering system consisting of meters, current transformers, potential transformers etc. shall conform to the 0.2 class accuracy individually and collectively and shall comply with the technical standard, accuracy and calibration requirements as laid in the CEA (Installation and Operation of Meters) Regulations 2006 and as amended from time to time or any relevant regulations in force.
- 4.6 Installations, testings, calibrations, inspections, maintenances and sealing of meters and its associated equipments shall be the responsibility of the Generating Company/DEPL, who shall bear the related costs. All these installations, testings, calibrations, inspections, maintenances and sealing shall be conducted in presence and to the satisfaction of the representatives of both parties, who shall jointly certify the calibration and testing results.
- 4.7 The Joint Meter Reading shall be taken from both Main Meter and Check Meter in a formats given in the annexures. The reading of Main Meter shall form the basis of energy account provided that the magnitude of difference between the Check and Main Meter reading, in absolute terms, is within 1(one) percent of the Main Meter reading.


- 4.8 If, in any month the readings of Main Meter and Check Meter are found to be doubtful or beyond the permissible 1(one) percent deviation, both the meters shall be checked and calibrated in presence of authorized representatives of both the parties. Before removing both the meters for checking and calibration thereof, another set of Main and Check Meters, duly calibrated, shall be installed by the Generating Company. For this purpose, one spare set of Meters duly tested and calibrated on annual basis shall be available with the Generating Company at all the times.
- 4.9 In such event, the meter reading from meter found to be accurate one shall be used for billing purpose. If both the meters are found to be defective, the average of past three months reading records shall be used for billing purpose subject to validation of the estimated generation with the reading recorded in the feeder meters installed at the Grid substation.

5.0 ACCOUNTING OF ENERGY:

- 5.1 From the COD of the first unit of the Project, the DEPL (Generating Company) shall supply the electrical energy from the Project at the Interconnection Point. The quantum of energy sold to the Bulk Power Customer shall be the energy as per the Joint Meter Readings (JMR) carried out on and after first day of every month and shall form the basis of billing for the Energy Account Month and shall be binding on both the parties.

6.0 TARIFF

- 6.1 DoPAP shall accept and purchase the power made available to DoPAP's system either directly or through transmission licensee's system, from the Generating Company facility at the project specific tariff determined by the APSERC(Arunachal Pradesh State Electricity Regulatory Commission) under the provisions of RE Regulations, as amended from time to time.
- 6.2 All taxes, duties and other levies imposed by the Central/State Government or other local authorities directly relating to generation shall be borne and payable by the Generating Company, while those relating to sale of electricity, shall be borne and payable by DoPAP.



7 MUST RUN AND CONTINUITY OF SERVICE

7.1 Must Run

Dikshi SHP being renewable energy generator shall be considered as 'Must Run' basis and it shall not be subjected to 'Merit Order Dispatch' principle.

7.2 Continuity of Service

- (1) The supply of electricity by the Generating Company shall be governed by instructions from the State load dispatch centre, as per the provisions of the State Grid Code.
- (2) However, APDoP may require the Generating Company to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:-
 - (a) Repair and/or Replacement and/or Removal of equipment at the Grid substation or any part of Grid's system that is associated with the Generating Company's facility; and/or
 - (b) Endangerment of Safety: If it is established that the continued operation of the facility may endanger the safety of APDoP's and/or STU personnel or integrity of the Grid or its associated system, or have an adverse effect on the provision of electricity to APDoP's other consumers/customers; and/or
 - (c) Force Majeure Conditions as defined in Clause 13 below
- (3) Before disconnecting the Generating Company from the Grid, APDoP/STU shall, except in the case of an emergent situation, give advance intimation to the Generating Company through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, APDoP/STU shall immediately notify the Generating Company by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified APDoP shall not be obligated to accept and pay for any power from the Generating Company.



- (4) APDoP shall, however, take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.
- (5) APDoP shall avoid scheduling any event described in sub-clause (2) above, to the extent reasonably practical, during the period of operation of the Generating Company's operations. Where the scheduling of such an event during the Generating company's operations cannot be avoided, APDoP shall provide the Generating Company with fifteen days advance notice in writing to enable the Generating Company to cease delivery of Power to APDoP at the scheduled time.
- (6) In order to allow the Generating company's facility to remain on-line and to minimum interruptions to Generating Company operations, the Generating Company may provide automatic equipment that will isolate the Generating Company's facility from the Grid during major system disturbances.

8 BILLING AND PAYMENT:

8.1 General

From the commencement of supply of power by the Generating Company, the DoPAP shall pay to the Generating Company the Monthly bills within 60 (Sixty) days from the date of bill, in accordance with Clause 8.3 (herein below). All bill payments by the DoPAP shall be in Indian Rupees.

8.2 Delivery and Content of Monthly Bills

- 8.2.1 The Generating Company shall issue to the DoPAP a signed Monthly Bill for immediately preceding Month based on the joint meter readings(JMR).
- 8.2.2 The Monthly Bill shall be prepared in accordance with the terms of this Agreement and shall include the following:-
- (1) The energy supplied from the relevant Month based on JMR.
 - (2) The Monthly Bill amount which shall be the product of the energy metered and the applicable project specific tariff as determined by APERC.
 - (3) The Monthly Bill shall also include the Transmission Charges applicable as determined by APERC for the portion of the Transmission System Constructed & Owned by the Generating Company as per the provisions of MOA.
 - (4) Late Payment Surcharge, if any, and any other Charges including Taxes & Duties levied by the appropriate Government, as applicable.



8.3 Payment of Monthly Bills

The DoPAP shall pay the Monthly Bill on or before the Due Date to the Generating Company's Designated Account. All payments made by the DoPAP shall be appropriated by the Generating Company in the following order of priority:

- (i) Towards Late Payment Surcharge, if any.
- (ii) Towards the earlier unpaid Monthly Bills, if any, and
- (iii) Towards the current Monthly Bill.

8.4 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the DoPAP beyond 60 days from the date of bill, a Late Payment Surcharge shall be payable by the DoPAP to the Generating Company at the rate of 1.25% per month on the outstanding amount calculated on day to day basis. The Late Payment Surcharge shall be claimed by the Generating Company through the next Monthly Bill.

8.5 Rebate

- (1) In case there is Letter of Credit(LC) in favour of Generating Company, a rebate of 2% shall be allowed.
- (2) When there is no Letter of Credit(LC) in favour of Generating Company still a rebate of 1% shall be allowed if paid within 30 days from the receipt of monthly bill.
- (3) No Rebate shall be allowed on the Bills raised on account of Taxes, Change in Law relating to taxes, duties, cess, SLDC charges, Long Term transmission charges and late payment surcharge.

8.6 Payment Security Mechanism

8.6.1 The DoPAP shall provide to the Generating Company, in respect of payment security of its Monthly Bills, an unconditional, revolving and irrevocable Letter of Credit (LC), opened and maintained by the DoPAP, which may be drawn upon by the Generating Company in accordance with the Clause 8.6.4.

The Letter of Credit shall have a term of 12(twelve) Months and shall be reviewed every year in the month of January and revised w.e.f. April for an amount equal to:

- 1) for the first Contract Year, equal to one point zero five (1.05) times of the estimated maximum monthly billing.
- 2) for each subsequent Contract Year, equal to the one point zero five (1.05) times the maximum monthly Tariff Payment of the previous Contract Year.

- 8.6.2 The DoPAP shall cause the scheduled bank issuing the Letter of Credit to intimate the Generating Company, in writing regarding establishing of such irrevocable Letter of Credit.
- 8.6.3 All costs relating to opening and maintenance of the Letter of Credit shall be borne by the DoPAP.
- 8.6.4 If the DoPAP fails to pay monthly bill or part thereof within and including the due date the Generating Company may draw upon the letter of credit and accordingly the bank shall pay without any reference or instructions from the DoPAP, an amount equal to the unpaid portion of the Monthly Bill, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- (1) a copy of the Monthly Bill which has remained unpaid by the DoPAP;
 - (2) a certificate from the Generating Company to the effect that the bill at item (1) above, or specified part thereof is in accordance with the Agreement and has remained unpaid beyond the Due Date;

8.7 Disputed Bill

- 8.7.1 If a party does not dispute a Monthly Bill raised by the other Party within thirty (30) days of receiving such Monthly Bill shall be taken as conclusive.
- 8.7.2 If a Party disputes the amount payable under a Monthly Bill, it shall pay at least 90% of the disputed amount and it shall within thirty (30) days of receiving such Bill, issue a notice (titled "**Bill Dispute Notice**") to the invoicing Party setting out:
- i) the details of the disputed amount;
 - ii) its estimate of what the correct amount should be; and
 - iii) all written material in support of its claim.
- 8.7.3 If the invoicing Party agrees to the claim raised in the Bill Dispute Notice it shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as applicable Rebate which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund. However, for the period in excess of 60 days, the interest applicable shall be as per the Late Payment Surcharge rate.



8.7.4 If the invoicing Party does not agree to the claim raised in the Bill Dispute Notice, it shall, within thirty (30) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

- i) reasons for its disagreement;
- ii) Its estimate of what the correct amount should be; and.
- iii) All written materials in support of its counter-claim.

8.7.5 Upon receipt of the Bill Disagreement Notice, authorized representative(s) of each Party shall meet and make best endeavors to amicably resolve such dispute within (30) days of receipt of the Bill Disagreement Notice.

8.7.6 If the Parties do not amicably resolve the Dispute within thirty (30) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Clause 16.

8.7.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the concerned DoPAP shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 90% of the Disputed Amount in the Monthly Bill.

8.8 Quarterly and Annual Reconciliation

8.8.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

8.8.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the DoPAP and the Generating Company shall jointly sign such reconciliation statement. After signing of a reconciliation statement, the Generating Company shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ Interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which

any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Clause 16.

8.9 Payment of Supplementary Bill

8.9.1 The Generating Company may raise a supplementary bill ("**Supplementary Bill**") for payment on account of:

- (i) Adjustments required by the Energy Accounts (if applicable); or
- (ii) Tariff Payment for change in parameters, pursuant to provisions in this Agreement; or
- (iii) Change in Law as provided in Clause 10.

and such Supplementary Bill shall be paid by the other Party.

8.9.2 The DoPAP shall remit all amounts due under a Supplementary Bill raised by the Generating Company to the Generating Company's Designated Account by the Due Date. For such payments by the DoPAP Rebate as applicable to Monthly Bills shall equally apply.

8.9.3 In the event of delay in payment of a Supplementary Bill by either Party a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill.

9. CONFIDENTIALITY

9.1 Each party hereto agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party, save and except for the purpose of implementation, financing, investment, operation and maintenance of the project.

10. CHANGE IN LAW

10.1 Definitions

"**Change in Law**" means the occurrence of any of the following events after the Effective date resulting into any additional recurring/ non-recurring expenditure by the Generating Company or any income to the Generating Company:

- (a) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including Rules and Regulations framed pursuant to such Law;

- (b) a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- (c) The imposition of a requirement for obtaining any Consent. Clearances and Permits which was not required earlier;
- (d) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents Clearances and Permits; except due to any default of the DoPAP;

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Generating Company, or (ii) any change on account of regulatory measures by the Appropriate Commission, as the case may be.

10.2 Relief for Change in Law

- 10.2.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.
- 10.2.2 The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

11. Renewable purchase obligation

It is acknowledged by the Generating Company that the DoPAP shall identify the energy procured under this Agreement to meet its renewable purchase obligations (as mandated by the Appropriate Commission).

12. ASSIGNMENT

- 12.1 The Agreement shall not be assigned by either Party other than by mutual agreement between the Parties in writing.
- 12.2 Notwithstanding the foregoing, for the purpose of financing the Project, the Company may assign or create security over its rights and interests under or pursuant to the Agreement. The holder of any security created under this Clause shall not be prevented or impeded by the DoPAP from enforcing such security in accordance with its terms, including, without limitation, exercising any right it may have to reassign the Agreement to a new qualified owner or operator of the Project. The DoPAP shall

execute all such consents to assignment and/or acknowledgements of any security created in accordance with this Clause as are reasonably requested by the Company to give effect to the foregoing.

- 12.3 Notwithstanding the above, the DoPAP shall have the right to assign the Agreement to any entity assuming all or part of the DoPAP's rights and obligations in connection with the purchase of electrical output provided, however, that such transfer does not materially and adversely affect the ability of the transferee to perform its obligations under the Agreement.

13. FORCE MAJEURE:

Both the parties shall ensure compliance of the terms of this agreement, however, no party shall be liable to any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure events such as rebellion mutiny, civil commotion, riot, strike, lock out, fire, explosive, flood, drought, cyclone, lightning, earth quake, war or other forces, order of any court of law, accident or act of GOD. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

14. DURATION OF AGREEMENT:

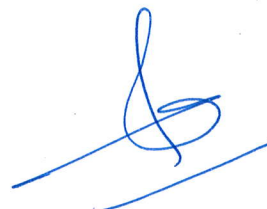
This agreement shall come into force from the date of signing of this agreement and shall remain operative for the period of 25(Twenty Five) Years from the COD of DIKSHI Project. This agreement may be mutually extended, shortened, renewed or replaced by another agreement on such terms and for such further period of time as the parties may agree to.

15. EVENTS OF DEFAULT AND TERMINATION

- 15.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Generating Company:
- (a) Failure on the part of the Generating Company to use reasonable diligence in operating, maintaining, or repairing the Generating Company's facility, such that the safety of persons and property in general, DoPAP's equipment, or DoPAP's service to others is adversely affected; or



- (b) Failure or refusal by the Generating Company to perform its material obligations under this agreement; or
 - (c) Abandonment of its interconnection facilities by the Generating Company or the discontinuance by the Generating Company of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by DoPAP, or
 - (d) Failure by the Generating Company to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Central/State Government, the Commission or other empowered authorities, including compliance with the SGC, or
- 15.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by DoPAP: -
- (a) Failure to pay to the Generating Company any amount payable and due under this agreement within ninety (90) working days of the date of the complete monthly bill prepared as per clause 8 of this agreement; or
 - (b) Failure or refusal by DoPAP to perform its material obligations under this agreement; or
 - (c) Abandonment of its Grid interfacing facilities by DoPAP or the discontinuance by DoPAP of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Company.
- 15.3 Except for failure to make any payment due, within ninety (90) working days of the date of the monthly purchase bill, if an event of default including nonpayment of bills by either party extends beyond a period of ninety (90) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.
- 15.4 Failure by either DoPAP or the Generating Company to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the Commission.
- 16 RESOLUTION OF DISPUTES**
- 16.1 In the event of any disputes or differences between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:



- (a) The Chief Engineer (Power), Western Electrical Zone, on behalf of DoPAP, and the Managing Director of the Generating Company or his authorised representative would be empowered to indicate explicitly the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the DoPAP's Superintending Engineer of the Subu Electrical Circle(APEC-VIII) under whose jurisdiction the Generating Company's plant is located.
- (b) On receiving such information, the Superintending Engineer of the Subu Electrical Circle of DoPAP in which the Generating Company is located, shall get in touch with senior official of the Generating Company and attempt in good faith to resolve the dispute. The aforesaid designated official of DoPAP may organize meeting of concerned officers from either side for the purpose of resolution of dispute and also draw the minutes in writing of such meetings.
- (c) If the dispute is not resolved within (30) thirty days of the date of receipt of the notice described in sub-sub clause (a) above, the matter may be referred by either or both the above designated officers of the parties to the Commissioner (Power), Government of Arunachal Pradesh with information to the Chief Executive of the Generating Company. Within 15 days of receipt of such notice, the said Commissioner (Power), Government of Arunachal Pradesh and the Chief Executive of the Generating Company would be required to meet at the formers office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the designated official of DoPAP as per sub-sub clause (b) above.
- (d) If the said dispute / dissatisfaction remains unresolved, either party can file a petition before the Commission, whose decision will be final and binding on both the parties. The Commission shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

17. ARBITRATION:

- (a) The disputes arising under this agreement which are falling under the provisions of the Electricity Act, 2003 shall be dealt in accordance with the said Act.
- (b) All other disputes which are not covered under the provisions of the Electricity Act, 2003, shall be referred to arbitration. The appointment of arbitrator and arbitration proceedings shall be governed by the Arbitration and Conciliation Act,

1996. The venue of the arbitration proceedings shall be at Itanagar, Arunachal Pradesh. The decision of the Arbitrator shall be final and binding on the parties.

- (c) The Arbitrator shall reasonably decide his fees. However, the Arbitrator's fees and cost of arbitration proceedings shall be borne equally by the parties. The arbitrator shall publish the award, within a reasonable time.
- (d) Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.
- (e) The High Court of Guwahati, Itanagar Bench shall have exclusive jurisdiction in all matters arising under this Agreement.

18. SURVIVAL

The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the parties that have accrued under this Agreement until the date of such termination/expiry as per the terms of this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication, the survival of, post its expiry or termination, including those under Clause 9 (Force majeure), Clause 15 (Events of Default and Termination), Clause 16 (Resolution of Disputes), Clause 17 (Arbitration), Clause 22 (Amendments). And other Articles and Schedules of this Agreement which expressly or by their nature survive the expiry or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

19. LIQUIDATED DAMAGE FOR DELAY

As per Article 16 of MOA, the generating company shall commission the project within a period of 4(four) years from the date of receipt of all statutory clearances from the state/central government agencies/authorities, achieving of Financial closure and availability of the land required for the project. In the event of failure on the part of the Generating Company to commission the project within the targeted period, the company shall be liable to pay the penalty @ Rs. 10,000/-(Rupees Ten thousand) per MW per month to the Government of Arunachal Pradesh for the extended period of commissioning, except when such delay is caused by Force Majeure events. The statutory clearances from the concerned Governments/ Authorities, Financial Closure and Land availability have been completed on 30th July 2015. Hence, imposition of liquidated damage shall start from 31st July 2019, if the generating company does not declare COD and supply the contracted energy.

20 INDEMNIFICATION

- (1) The Generating Company shall indemnify, defend and render harm free the DoPAP's officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any or all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those from damages to property of any person or entity (including the Generating Company) and/or for injury to or death of any person (including the Generating Company's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Generating Company.
- (2) The DoPAP shall indemnify and render the Generating Company, its Directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, harmless from and against any or all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those from damages to property of any person or entity (including the DoPAP) and/or for injury to or death of any person (including the DoPAP's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the DoPAP.

21. PLANT OPERATION AND MAINTENANCE

- (1) General
 - (a) Subject to the provisions of the Agreement, the Generating Company shall operate and maintain, and if required, effect improvement (within the overall scope of the Project implementation) in the Project in accordance with Prudent Utility Practices, all applicable Laws, codes and directives, the manuals, instructions and manufacturers' guidelines supplied by construction contractors, manufacturers of equipments/suppliers etc, the grid technical limits and Despatch instructions and rated capacity subject to normal derating/ deterioration.
 - (b) The Generating Company shall comply with the directions of the State Load Despatch Centre.
- (2) Scheduled Outages
 - (a) At least 45 days prior to first scheduled synchronization date of each Unit, the Generating Company shall submit to DoPAP proposed plan of scheduled outage for that Unit for the balance period of the Year in which such date

falls. Thereafter, the Generating Company shall provide SLDC with their proposed outage program in writing for the next financial year by 31st October of each year in accordance with provisions of State Grid Code.

- (b) SLDC shall intimate a final outage plan to all constituents namely DoPAP, STU including outage schedule of the generating company latest by 15th February of each year for the purpose of implementation in accordance with the provisions of State Grid Code.

(3) Maintenance Outages

When the circumstances warrant a Maintenance Outage, the Generating Company shall inform the SLDC of such circumstances and the proposed commencement and estimated duration of Maintenance Outage. The SLDC shall grant the Generating Company the right to schedule and conduct such Maintenance Outage at a time acceptable to the Parties including STU/transmission licensee as the case may be.

(4) Operation

The SLDC may issue Despatch Instructions and the Generating Company shall follow all such Despatch Instructions.

(5) Forced Outages

In case of Forced Outage, the Company shall take all reasonable steps to bring back the equipment into service that is under Forced Outage, as early as may be reasonably practicable.

(6) Maintenance of Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of the Agreement. Among other records and data required hereby or elsewhere in the Agreement, the Parties shall maintain an accurate and up-to-date operating log at the Project Interconnection Point as per provisions of State Grid Code and Distribution Codes including records of:

- (a) Active and Reactive Power production for each hour at all times and the Energy generated/received on hourly basis;
- (b) Scheduled Outages, Maintenance Outages and Forced Outages

- (c) Outage of the Generating Unit(s), for reasons not attributable to it, such as:-
 - (i) Grid System failure.
 - (ii) Non availability of evacuation system beyond the Interconnection Point.
 - (iii) Receipt of backing down instructions from the SLDC.
- (d) Any unusual condition observed during operation/ inspection(s).

All such records shall be maintained for a minimum of sixty (60) months after the creation of such record or data. Either Party shall have the right, upon reasonable prior notice to the other Party, and at reasonable times, to examine such records and data maintained by the other Party

22. INSURANCES

22.1 Insurance

The Generating Company shall effect and maintain or cause to be effected and maintained during the Construction Period and Operating Period. Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

22.2 Application of Insurance Proceeds

Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a total loss or equivalent basis, the DoPAP shall have no claim on such proceeds of such Insurance

22.3 Effect on liability of the Procurer

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or for which the Generating Company can claim compensation under any Insurance shall not be charged to or payable by the DoPAP.

23 ANNEXURES

Annexures I to VII shall be followed for furnishing of information and billings, as the case may be.

24 AMENDMENTS

Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing, signed by both the parties.

25 NOTICES:

All notices required or referred to under this agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or sent by registered mail with an acknowledgement due / Email, to the other party.

- A. Chief Executive Officer,
M/s Devi Energies Private Ltd.,
101, Tulasi Homes , Rd No :3, Aurora Colony, Banjara Hills,
Hyderabad – 500 034 Telangana


With a copy to the

Managing Director
M/s Devi Energies Private Ltd.,
E 351, Rupa Bazaar , Rupa P.O & P.S, Distt. West Kameng, (Arunachal Pradesh)

- B. The Commissioner (Power)
Department of Power, Government of Arunachal Pradesh,
Itanagar – 791111. (Arunachal Pradesh)

- C. The Chief Engineer (Power)
Western Electrical Zone, Deptt. Of Power
Itanagar – 791111. (Arunachal Pradesh)

Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.



IN WITNESS WHEREOF THE PARTIES HAVE ASSIGNED THEIR RESPECTIVE SIGNATURES AS A MARK OF AGREEMENT ON THE DATE AND YEAR AS MENTIONED ABOVE:

For and on behalf of
Devi Energies Pvt. Ltd.

For and on behalf of
Deptt. of Power,
Govt. of Arunachal Pradesh

Witnesses:

1. (Name with Signature) from DEPL
2. (Name with Signature) from APDoP



INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANYLINE BAY/S

ITEMS	PROVIDED	NOT PROVIDED
Structures		
Bus Bars, Clamps and Connectors		
Grounding Grid		
Isolators		
Current Transformers		
Circuit Breakers		
Control Cubicles		
Control Cabling		
AC/DC Power Supply		
Communication Equipment		

SYNCHRONISATION & PROTECTION FACILITIES:

ITEMS	PROVIDED	NOT PROVIDED
Automation Voltage Regulator		
Auto Synchronization Unit		
Check Synchronization Relay		

PROTECTION FOR INTERNAL FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Differential Generator		
Differential Unit Transformer		
Restricted Earth Fault		
Stator Earth Fault		
Rotor Earth Fault		
Inter turn Fault		
Over Voltage		
Loss of Excitation		
Under Voltage		
Reverse Power		
Low Forward Power Relay		

PROTECTION AGAINST GRID FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Minimum Impedance (Distance Protection Relay)		
Unbalance (Negative Phase Sequence)		
O/C & E/F (Unit Transformer)- LT & HT		
Over Load Alarm		
Over Fluxing Relay		

PROTECTION AGAINST GRID DISTURBANCES

ITEMS	PROVIDED	NOT PROVIDED
Under Frequency		
Over Frequency		
Pole Slip		

SAMPLE MONTHLY PURCHASE BILL**INVOICE**

For the Month of,

Monthly Purchase Bill No.:-

Dated -

Name of the Buyer: DOPAP

Address:

Town

District:

PIN Code

Tel Fax

Name of the Generating Company:

Address:

Town

District

PIN Code

Tel Fax

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Energy supplied (KWH)			
Energy for payment (KWH)			
OTHER CHARGES			
Less:			
Add:			
		SUB TOTAL	
		TOTAL DUE	

Encl: Joint Meter Reading statement duly verified by DOPAP representative.

Authorised Representative
Generating Company

Verified by:-
Authorised Representative
DOPA
P

MAIN METER READINGS OF GENERATING COMPANY

Reading should be taken on last working day of every month at 12.00 Noon.

Name of the Mill:-

Place:-

Taluka:-

District:-

State:-

C.T. Ratio Available / Connected:-

P.T. Ratio Available / Connected:-

Scale Factor (If any):-

Multiplying Factor (MF):-

Billing Meter Make / Number:-

Meter Readings:-

	Export Energy Reading	Import Energy Reading
KWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorised Representative
DOPAP

Date:

Authorised Representative
Generating Company

Notes:

1. The DOPAP shall maintain a daily log- book to record hourly reading of the Main meter.
2. The Generating Company shall maintain a daily log to record the hourly generation and supply in kWh along with the schedule given by the DOPAP's Despatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI document of the Meter taken at the time of the Reading.

CHECK METER READING OF GENERATING COMPANY

Reading should be taken on last working day of every month, at 12.00 Noon.

Name of the Generating Company:-

Place:-

Taluka:-

District:-

State:-

C.T. Ratio Available /Connected:-

P.T. Ratio Available /Connected:-

Scale Factor (If any):-

Multiplying Factor (MF):-

Billing Meter Make/Number:-

Meter Readings:

	Export Energy Reading	Import Energy Reading
KWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorised Representative

DOPAP

Date:

Authorised Representative
Generating Company

.....

Notes:

1. The DOPAP shall maintain a daily log- book to record hourly reading of the
Check meter.
2. The Generating Company shall maintain a daily log to record the hourly
Generation and supply of KWH along with the schedule given by the
DOPAP's dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new
meter make and number must be recorded by both parties.,
4. MRI document of the Meter taken at the time of the Reading.

DAILY GENERATION REPORT

Name and Address of Generating Company:-

Installed Capacity MW

Active Power, kWh			
Time	Scheduled	Meter Reading	Difference X M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
Total			
Active Power, kWh			
Time	Scheduled	Difference X M.F.	Scheduled
Daily			
0600-2200			
2200-0600			
Cumulative			
0600-2200			
2200-0600			

Copy To:-

1. SLDC,
2. Authorised Representative, DOPAP

Authorised Representative
Generating Company

MONTHLY TRIPPING REPORT

Name and Address of the Generating Company:-

Installed Generation Capacity (MW) :

Date of first commissioning (Synchronising) :

Commercial Operation Date :

Date of Synchronising :

Progressive days :

(A) TRIPPING ON FAULT

S. No	TRIPPING			RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONISATION			TOTAL TIME LOST		REMARKS
	Date	TIME			Mechanical	Electrical	Other	Date	Time				
		Hr	Min						Hr	Min	Hr	Min	

(B) PLANNED & FORCED OUTAGE:

S. No	OUTAGE			REASON FOR TRIPPING				SYNCHRONISA TION		TOTAL TIME LOST		REMARKS	
	Date	TIME		No. Fuel	Mechanical	Electrical	Other	date	Time				
		Hr	Min						Hr	Min	Hr	Min	

Progressive Days:

Time Lost:

During

Month

Year

COMMISSIONING

SINCE FIRST COMMISSIONING

Authorised Representative
Generating Company

Copy to :- 1) State Load Dispatch Centre
2) Authorised Representative,
DOPAP



DEVI Energies Pvt Ltd

An ISO 9001:2008 Certified Company

Dt: 30.07.2018

To
The Chief Engineer (Power) WEZ
Deptt. of Power
Itanagar.

Respected Sir,

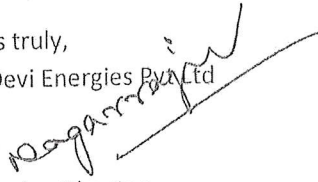
Sub : Authorization to Mr. Dorjee Wangdi Thungon for signing of Draft PPA for correction – reg.

The Company is hereby authorized Mr. Dorjee Wangdi Thungon, Administrative Officer of the Company to appear before The Chief Engineer (Power) Western Zone, Department of Power, Itanagar and signing of Draft PPA for the corrections, if any on behalf of the Company.

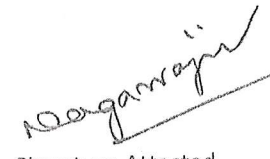
Mr. Dorjee Wangdi Thungon Signature is attested hereunder.

Thanking you,

Yours truly,
For Devi Energies Pvt Ltd


Managing Director
AL Nagaraju


Specimen Signature
(Dorjee Wangdi Thungon)


Signature Attested
Managing Director
AL Nagaraju

Regd. Office : # E-351, Rupa Village & Town, Rupa PO & PS, Rupa, West Kameng Dist., Arunachal Pradesh - 790003.
Corp.Off.: 8-2-268/1/A/1/B&C, 1st Floor, Thulasi Homes, Aurora Colony, Road No.3, Banjara Hills, Hyderabad-34.

Email: devienergies@rediffmail.com ; www.devienergies.com

CIN No.: U40109AR2007PTC008424 ; Phone:040 - 2373 3171