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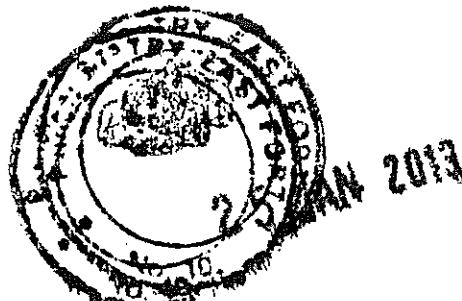
SUPPLEMENTARY POWER PURCHASE AGREEMENT  
BETWEEN  
NTPC LIMITED  
AND  
KERALA STATE ELECTRICITY BOARD

THIS SUPPLEMENTARY POWER PURCHASE AGREEMENT hereinafter called the "Supplementary Agreement" entered into at Thiruvananthapuram on the Fifteenth day of February Two Thousand Thirteen (15/02/2013) between NTPC Limited, a Company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter called 'NTPC', which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the first part; and

Kerala State Electricity Board having its registered office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram 695004 (hereinafter referred to as "KSEB" or "Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the second part.

Each of the parties of the first and second part above shall be individually referred to as a "Party" and collectively as the "Parties".

*Signature*



*Signature*  
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Whereas, KSEB entered into a Power Purchase Agreement dated 6<sup>th</sup> January, 1995 (hereinafter called the "PPA") with NTPC for purchase of power from the Kayamkulam Combined cycle Power Station of NTPC(hereinafter called "Kayamkulam Station") as per terms and conditions contained in the said PPA.

Whereas, clause 11.0 of the said PPA envisaged the validity of the PPA up to five years from the date of commercial operation of the last unit of the Kayamkulam Station provided that this agreement may be mutually extended, renewed or replaced by another agreement on such terms & on such further period of time as the parties may mutually agree.

And Whereas the parties have discussed and agreed on the validity period for sale and purchase of power of the allocated capacity from the Kayamkulam Station extended as under:

- 1) From 01.03.2005 till 28.02.2007 vide letter No.CP/BD/121-G1/05/7 dated 18.04.2006
- 2) From 01.03.2007 till 28.02.2010 vide letter No. CP/BD/108/RGCCPP/08/126 \_dated 23.06.2008
- 3) From 01.03.2010 till 28.02.2013 vide letter No. CP/BD/108/RGCCPP/506 dated 03.02.2010

And Whereas parties have agreed on the validity period as above be further extended.

In consideration of the premises and mutual agreements covenants and conditions set forth herein, it is agreed by and between the Parties as follows:

In consideration of mutual rights and obligations of the respective parties contained herein and as per the agreement of the parties to continue the sale and purchase of power from the Kayamkulam Station of NTPC from 01.03.2013 beyond the date of 28.02.2013 as currently specified, it is hereby mutually agreed between the parties to extend the validity of the said PPA as contained in clause 11.0 of the said PPA in a composite manner for a further period of 12 years from 01.03.2013. However, after 5 years from 01.03.2013, KSEB shall have the discretion not to schedule power from the existing Kayamkulam station based on its cost economics, mutually discussed and agreed upon.

It is further agreed :

1. As mutually agreed , NTPC shall go ahead with the proposal of technology conversion of the existing Kayamkulam Station(360 MW) from existing mode of firing "Naptha Fuel' to multi fuel firing mode i.e "Naptha/RLNG/Natural Gas" using the most optimal technology for which concurrence of KSEB shall also be obtained.



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2. That the implementation cost of the above proposed conversion of 360MW station shall be capitalised as per CERC norms.
3. That for transportation of Gas to Kayamkulam Station, M/S GAIL shall lay pipeline from Kochi to Kayamkulam for which a 'Gas Transportation Agreement' shall be signed with GAIL with prior approval of KSEB. KSEB shall bear all applicable charges for the same initially and the charges shall be reworked in a proportionate manner depending on KSEB's actual usage of the pipeline once other customers also start using the transported gas.
4. That NTPC and KSEB shall approach Govt. Of India for priority allocation of 'Domestic Gas' after signing of 'Gas Transportation Agreement' for existing Kayamkulam Station (360 MW)
5. That till such time the domestic gas is allocated, RLNG shall be tied up for quantity as mutually agreed with KSEB.
6. While finalising the Gas supply/transportation contracts, NTPC jointly with KSEB shall explore all possible means for risk mitigation. GSA and GTA shall have prior approval of KSEB. The terms and conditions of the finalized contracts as above shall be applicable to KSEB on back to back basis.

Except for the above, all other terms and conditions of the said PPA dated 06.01.1995 shall remain unchanged and in full force and binding on parties hereto. This Supplementary Agreement shall be an integral part of the above said PPA.


IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned herein above.



WITNESS

1.

  
 बिनोय जोस BINOY JOSE  
 अपर महा प्रबन्धक (वाणिज्यिक) Dy. Gen. Manager (Commercial)  
 एन टी पी सी लिमिटेड N.T.P.C Ltd.  
 तिरुवनन्तपुरम Thiruvananthapuram

2.

  
 M. SHAJAHAN  
 Executive Engineer  
 Office of the Chairman  
 K.S.E.Board, Thiruvananthapuram-4

For and on behalf of   
 NTPC Ltd  
 माम्मन जे.  
 Mammen J.  
 अपर महा प्रबन्धक (वाणिज्यिक)  
 Additional General Manager (Commercial)  
 एन टी पी सी लिमिटेड, तिरुवनन्तपुरम  
 NTPC Ltd, Thiruvananthapuram  
 For and on behalf of   
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KSEB  
 M. SIVASANKAR IAS  
 CHAIRMAN  
 K S E BOARD  
 THIRUVANANTHAPURAM