



കേരളം केरल KERALA

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**POWER PURCHASE AGREEMENT**

**BETWEEN**

**KERALA STATE ELECTRICITY BOARD**

**AND**


**NTPC Tamilnadu Energy Company Limited (NTECL)**

**FOR**

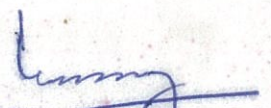
**VALLUR THERMAL POWER PROJECT (3 X 500 MW)**

THIS POWER PURCHASE AGREEMENT hereinafter called the "Agreement" entered into at Thiruvananthapuram on the twenty sixth day of August Two Thousand Nine (26/08/2009) between NTPC TAMILNADU ENERGY COMPANY LIMITED, (hereinafter called NTECL) incorporated under the Companies Act, 1956, having its Registered office at NTPC Bhavan, Core-7, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110003, which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns as party of the first part

AND

  
Chief Executive Officer  
NTECL



  
CHIEF ENGINEER  
(Corporate Planning)  
RSE Board, Vidyuthi Bhavanam  
Pattom, Thiruvananthapuram - 4

Kerala State Electricity Board, the State Electricity Board having its head office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695 004, a body constituted under the Electricity (Supply) Act 1948 and continuing as per the transfer scheme notified by Government of Kerala vide G.O (Ms) No. 37/2008/PD dtd 25.9.08 under sec. 131 of Electricity Act 2003, herein after referred to as 'KSEB' (which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assignees) of the other part.

WHEREAS NTECL is a Joint Venture Company set up by NTPC LIMITED & Tamil Nadu Electricity Board (TNEB) and is a Power Generating Company as defined under Section 2(28) of the Electricity Act, 2003.

AND WHEREAS NTECL is setting up a coal fired power station named as Vallur Thermal Power Project (3 x 500 MW), at Vallur village, Ponneri Taluk, District: Thiruvallur of Tamilnadu state hereinafter specifically referred to as "Vallur Thermal Power Project"(VTPP) and generally be referred to as "Station" to be owned and operated by NTECL,

AND WHEREAS the KSEB is desirous of purchasing energy from VTPP and NTECL is willing to sell energy from VTPP to KSEB from the date of commissioning of first unit of VTPP on mutually agreed terms and conditions mentioned hereunder.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:-

## 1.0 DEFINITIONS

- (a) The words or expressions used in this Agreement but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, the rules framed there under and regulations issued by CERC from time to time
- (b) The words or expressions mentioned below shall have the meanings respectively as assigned hereunder:

Act, 2003      The Electricity Act, 2003 as amended or modified from time to time, including any re-enactment thereof

NTECL      NTPC Tamilnadu Energy Company Limited

Billing Centre      The office as intimated by NTECL to the KSEB from where the bills will be raised on them

  
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Bulk Power Customers	Bulk Power Customer in relation to a generating station shall mean the person, to whom power is allocated from the station
Bus bars	765 KV or 400 KV or 220 KV Bus bars of the Station (as the case may be) to which the outgoing feeders are connected
CERC	Central Electricity Regulatory Commission
CTU	Central Transmission Utility
Capacity Charges	Capacity Charges are Fixed Charges as determined by CERC or any other competent authority and shall be paid on a monthly basis in proportion to the allocated capacity from time to time
Energy Charges	Energy Charges shall cover fuel costs and shall be as determined by CERC or any other Competent Authority
Charges for Supply of Electricity	All charges to be paid by Bulk power Customers in respect of supply of electricity to them by NTECL in accordance with the provisions of this Agreement which include Capacity Charges, Energy Charges, Incentives, taxes, duties, cess, water charges etc.
EA	Escrow Agreement
Date of Commissioning	Date of Commissioning shall mean the date from which any unit starts generating electricity.
Commercial Operation Date	'Date of Commercial Operation' or 'COD' in relation to a unit means the date declared by NTECL after demonstrating the Maximum continuous Rating (MCR) or Installed Capacity (IC) through a successful trial run after notice to the Bulk Power Customer(s) and in relation to the generating station the date of commercial operation means the date of commercial operation of the last unit or block of the Station.
GOI	Govt. of India
IEGC	Indian Electricity Grid Code, as approved by CERC or any other competent authority and as amended from time to time
LC	Irrevocable Revolving Letter(s) of Credit

  
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Main and Check Meter	Meter which shall be ABT compatible SEM for measurement and checking of import/export of energy on the outgoing feeders of the Station Busbars for UI/Energy Accounting
Standby Meter	ABT compatible SEM meter connected to CT and VT other than those used for Main Meter and Check Meter
SRLDC	Southern Regional Load Despatch Centre
SRPC	Southern Regional Power Committee established under section 2(55) of the Electricity Act, 2003
PPA	Power Purchase Agreement
Powergrid	Power Grid Corporation of India Ltd.
Regional Energy Account (REA)	Periodic Energy Accounting issued by SRPC/SRLDC including amendments thereof
Tariff	Components of various charges for supply of Electricity like Capacity Charges, Energy Charges, Incentive and other charges like taxes, duties, cess, etc as determined by CERC or any other competent authority from time to time.
UI	Unscheduled Interchange (as defined by CERC)

## 2.0 GENERAL

### 2.1 Installed Capacity

- 2.1.1 The nominal capacity of the VTPP is proposed to be 1500 MW (3x500 MW) which is subject to change as per placement of orders for the main plant equipment
- 2.1.2 The station is being developed as a Mega Power Project as per the terms and conditions of GOI applicable to Mega Power Projects. One of the conditions of such Mega Power Policy is that the Power be made available only to the Bulk Power Customer(s) which agree and undertake to fulfill and comply with the terms and conditions of the Mega Power Policy of the GOI . KSEB hereby agrees to comply with the terms and conditions of the Mega Power Policy of the GOI as applicable.

  
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## 2.2 Allocation of Power

- 2.2.1 The final allocation of power from VTPP among various Bulk Power Customers of Southern Region shall be decided by the Government of India/Competent Authority in accordance with the applicable guidelines of GOI issued from time to time subject to signing of PPAs by the bulk power customers. Such allocation of power along with various terms and conditions mentioned therein shall form an integral part of PPA.
- 2.2.2. The right of drawl of power by KSEB against the above allocation shall be limited to the amount of LC opened and maintained and providing appropriate payment security mechanism as per clause 6.4 of this agreement. NTECL shall intimate RLDC from time to time regarding the quantum of capacity KSEB is eligible to draw.

## 2.3 Operation of the station

It is understood and agreed by and between the parties that NTECL shall operate the Station as a base load station as per the manufacturers' guidelines, applicable grid operating standards, directions of the CERC and relevant statutory provisions, as applicable from time to time.

## 3.0 Transmission/Wheeling of Power

- 3.1 Power shall be made available by the NTECL at the busbars of the Station and it shall be the obligation and responsibility of KSEB/other bulk power consumers to make the required arrangement for evacuation of power from such delivery points of the NTECL.
- 3.2 KSEB shall coordinate with the appropriate authorities/agencies including Power grid or any Transmission Licensee or other Licensees for power evacuation from the above delivery point
- 3.3 KSEB shall be responsible to coordinate with the powergrid or any Licensee or other agencies for implementation of the transmission system for evacuation of power from the station matching with the commissioning schedule of the station
- 3.4 Charges for utilisation of transmission system owned by Powergrid / Other transmission licensee for wheeling of Electricity beyond Busbar of the Station shall be paid directly by KSEB to Powergrid / Transmission Licensee. NTECL shall not be responsible for payment of such charges.
- 3.5 The allocation of responsibilities for availing open access in ISTS and payment of charges will be in accordance with the applicable regulation of CERC from time to time

  
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## 4.0 Scheduling, Metering and Energy Accounting

### 4.1 Scheduling

Methodology of generation scheduling shall be as per CERC Regulations read along with the provisions of the Indian Electricity Grid Code (as revised from time to time) and the decisions taken at SRPC forums.

### 4.2 Metering

4.2.1 A set of Main, Check and Standby Energy Meters of 0.2 accuracy class, as per IEGC/ CEA (Installation & operation of meters) Regulations 2006 as applicable, shall be installed by PGCIL on all outgoing feeders of the Station. KSEB shall make all necessary arrangements for installation of meters at all its drawal points .

4.2.2 The Main , Check and standby Energy Meters shall be checked jointly at the time of installation as per CEA (Installation and operation of meters ) Regulations 2006

4.2.3 Data shall be downloaded from the meters at regular intervals as decided by SRPC/SRLDC for preparation of the REA/UI Account.

4.2.4 Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation & operation of meters) Regulations 2006. If the main meter, check meter or standby meter is found to be not working at the time of meter readings or at any other time, NTECL shall inform Power grid/SRLDC of the same.

4.2.5 In case of failure of meters, energy/ UI Accounting for the period shall be as per procedure laid down by CERC or as per the mutually agreed procedure in SRPC. In case of absence of any procedure the following procedure shall be followed. In case of failure of main meter, readings of check meter for the corresponding period shall be considered for Energy/ UI Accounting. If both main and check meter(S) fail to record or if any of the PT fuses is blown out, energy shall be computed based on standby meters. In case of dispute, the decision of Member Secretary of the SRPC would be final and binding.

4.2.6 Periodic testing of both main, check and standby meters shall be carried out in the presence of representatives of NTECL and KSEB as per procedure laid out in CEA (Installation and Operation of meters) Regulations 2006. For any testing and/ or replacement, notice of seven days will be given.

  
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CHIEF ENGINEER  
(Corporate Planning)  
KSE Board, Vidyuthi Bhavanam  
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### **4.3 Energy Accounting**

- 4.3.1 Both the parties agree to facilitate issue of Regional Energy Accounts by 1<sup>st</sup> day of every month.
- 4.3.2 NTECL shall prepare and submit bills to the KSEB and other Bulk Power Customer(s) on the basis of such Regional Energy Accounts.
- 4.3.3 Regional Energy Account issued by SRPC/SRLDC/or any other Competent Authority shall be binding on all the parties for billing and payment purposes.
- 4.3.4 Any change in the methodology of Regional Energy Accounting shall be done only as per the decisions taken in the SRPC forums and both the parties agree to abide by the Methodology so finalized.

### **5.0 Tariff**

#### **5.1 Terms and Conditions**

- 5.1.1 The tariff for the Electricity supplied from the Station shall be as determined by CERC or any other Competent Authority from time to time.
- 5.1.2 In case the tariff is not determined by CERC or any other competent authority prior to commencement of commercial operation of the 1st unit of the Station, the parties agree that NTECL shall work out an adhoc tariff based on CERC's terms and conditions or guidelines of competent authority, as applicable from time to time. NTECL shall inform of such adhoc tariff pending determination of tariff by CERC or any other competent authority and billing on provisional basis shall be carried out, subject to appropriate adjustment as and when the tariff is determined by CERC or any other competent authority.

#### **5.2 Sale of Infirm Power**

- 5.2.1 Sale of Infirm Power i.e energy prior to commercial operation of the unit, shall be billed by NTECL based on norms for energy charges as notified by CERC or any other competent authority from time to time.

#### **5.3 Taxes, Duties, Levies, Royalty, Cess**

- 5.3.1 Tax on Income:

Billing and recovery of income tax shall be as per regulations of CERC or any other competent authority as applicable from time to time.

  
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NTECL

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CHIEF ENGINEER  
(Corporate Planning)  
KSE Board, Vidyuthi Bhavanam  
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CERC(terms and conditions of the tariff) Regulation,2009 provides that the Return on Equity shall be computed by grossing up the base rate of ROE notified in the regulations with the normal tax rate for the relevant years applicable to the concerned generating company, herein NTECL. As long as the ROE is grossed up with the income tax rate, tax on income streams of the generating company shall not be recovered separately from the beneficiaries

**5.3.2 Other Charges, Taxes, Levies, Duties, Royalty, Cess etc.**

Statutory taxes, levies, duties, royalty, cess or any other kind of imposition(s) (excluding Dividend Distribution Tax) imposed/charged by any Government (Central/State) and/or any other local bodies/authorities on generation of electricity including auxiliary consumption or any other type of consumption including water, environment protection, sale or on supply of power/electricity and/or in respect of any of its installations associated with the Station payable by NTECL to the statutory authorities concerned shall be borne and additionally paid by the KSEB/Bulk Power Customers to NTECL in proportion to the energy scheduled.

5.4 Any expenses on account of change in law as determined by CERC or any other competent Authority would be recovered through tariff.

**6.0 Billing and payment**

**6.1 Billing:**

All charges for supply of electricity under the Agreement shall be billed by NTECL and shall be paid by the KSEB in accordance with the following provisions:

6.1.1 NTECL shall present the bills for energy supplied to KSEB from the Station based on Regional Energy Account issued by SRPC / SRLDC or any other competent Authority.

6.1.2 Billing Center of NTECL shall carry out billing and associated functions. NTECL shall submit the bills to the officer to be nominated by KSEB.

6.1.3 If for certain reasons some of the charges which otherwise are in accordance with this Agreement, cannot be included in the main monthly bills, such charges shall be billed as soon as possible through supplementary bill(s)

6.1.4 The bill(s) of NTECL shall be paid in full subject to the condition that—

i) there is no apparent arithmetical error in the bill(s)

ii) the bill(s) is/are prepared in accordance with the tariff determined by CERC or any other Competent Authority.

  
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NTECL

  
CHIEF ENGINEER  
(Corporate Planning)  
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iii) they are in accordance with the Regional Energy Accounts issued by SRPC/SRLDC or any other Competent Authority

- 6.1.5 All payments made by KSEB shall be appropriated by NTECL for amounts due from KSEB in the following order of priority:
- i) towards Late Payment Surcharge, payable if any;
  - ii) towards earlier unpaid Bills, if any;
  - iii) towards the statutory dues like income tax, other tax, royalty etc in the current bills, and
  - iv) towards the other charges in Current Monthly Bill.
- 6.1.6 In case of any disputes KSEB shall pay 95% of the disputed amount forthwith and file a written objection with NTECL within 30 days of presentation of the bill, giving following particulars:
- i) Item disputed, with full details/data and reasons of dispute
  - ii) Amount disputed against each item.

Provided that non-acceptance of Tariffs determined/approved by CERC or any other competent authority shall not be a valid ground for non-payment

- 6.1.7 The amount in excess of/shortfall with respect to the said 95% payment based on finally determined amount in line with Clause 7.0 shall be paid/adjusted with the interest @ 15% from the date on which the amount in dispute was payable/refundable.
- 6.1.8 Rebate and Surcharge: Rebate and Surcharge as per CERC Regulations applicable from time to time shall be applicable on the payment of bills. No rebate shall be payable on the bills raised on account of taxes, duties, royalty/cess etc

## 6.2 Payment Mechanism

- 6.2.1 NTECL would raise bills for the power supplied during the previous month based on REA issued by SRPC/other competent authority in the following month. KSEB shall make payment against the bills so raised by the Fifth (5<sup>th</sup>) bank working day (hereinafter referred to as "Due Date") from the date of presentation of the bills. In the event, payment is not made by 13.00 IST on the 'Due Date', NTECL shall have the right to realise on the same day, the payment through the Letter of Credit opened by KSEB as per para 6.3 below. The date of transfer of fund to NTECL shall be considered as the date of payment for computation of rebate or late payment surcharge in respect of such payment

  
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NTECL

  
CHIEF ENGINEER  
(Corporate Planning)  
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### 6.3 Letter of Credit (LC)

6.3.1 KSEB shall provide to NTECL unconditional, revolving and irrevocable Letter of Credit, which shall be drawn upon NTECL in accordance with this Agreement. KSEB shall provide LC from a public sector/ scheduled commercial bank in the format acceptable to NTECL. Further, the bank which is appointed as the Escrow Agent under the default Escrow Agreement and the bank providing the LC to NTECL shall be the same. The LC shall be made operative thirty (30) days prior to the commencement of power supply from VTPP under this Agreement. KSEB shall cause the bank issuing the LC to intimate to NTECL, in writing, regarding establishing of such LC. All expenses relating to the LC viz. opening charge, maintenance charge, negotiation charge etc., shall be borne by KSEB. LC shall cover 105% of one month's estimated billing in respect of electricity supplied by NTECL to KSEB.

6.3.2 The LC shall have a term of twelve (12) months and the amount of LC shall be renewed on half yearly basis on 1st April and 1st October in each Financial year, for an amount equal to 105% the average of the Monthly Billing of the preceding 12 months .

6.3.3 KSEB shall ensure that LC remains valid at all times during the entire/ extended validity of this agreement. LC shall be renewed not later than 30 days prior to expiry

6.3.4 If the LC is not maintained or the same is not replenished after drawal made there from within a period of seven days from the date of such drawal, the Escrow Arrangement shall come into operation in the manner specified in the Default Escrow Agreement (EA).

6.3.5 LC shall specify the manner and dates when bill(s) can be presented to the bank by NTECL. The bills so presented by NTECL to the bank shall be promptly paid on their presentation. The LC charges shall be borne by KSEB.

### 6.4 Security Mechanism for payment of dues to NTECL:

6.4.1 Without prejudice to its other rights, except for the charge already created on its receivables by KSEB for NTPC, NTECL shall have the first charge over the receivables of KSEB at all times for the amounts becoming due from KSEB to NTECL under this Agreement. KSEB shall not create any encumbrance, charge, lien or otherwise execute any instrument which in any way affect such charge over its receivables in favour of NTECL.

  
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CHIEF ENGINEER  
(Corporate Planning)  
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6.4.2 KSEB shall enter into the Default Escrow Agreement within forty-five (45) days of signing of this agreement, for the establishment and operation of the Escrow Account in favour of NTECL, through which the revenues of KSEB shall be routed and used as per the terms of the Escrow Account . The minimum revenue flow in any month in the Escrow Account shall atleast be equal to the amount required for recoupment of the letter of credit as per para 6.3 .

KSEB is required to enter into a deed of hypothecation, creating a charge on the receivables of KSEB in favour of NTECL. However NTECL is not insisting on this deed of hypothecation, since KSEB has not so far executed any agreement hypothecating its receivables in favour of any entity. It is however agreed that in case KSEB agrees to execute in future an agreement whereby KSEB hypothecates its Receivables by creation of charge in favour of any other entity, KSEB prior to executing any such agreement for this purpose with such other entity shall execute a separate 'Agreement to Hypothecate Cum Deed of Hypothecation' with NTECL whereby hypothecating their Receivables to the extent required for payment of dues under this PPA in favour of NTECL as a first charge.

6.4.3 NTECL agrees that so long as the amounts becoming due from KSEB to NTECL under this Agreement, are paid as described above, KSEB shall be entitled to utilise its receivables in such manner as KSEB may consider appropriate and NTECL agrees to maintain its such charge over the receivables as a floating charge. In the event of any default on the part of KSEB to pay the amounts due to NTECL, or to maintain or to replenish the LC, floating charge shall crystallise into a fixed charge automatically, without any further act, deed or thing to be done by KSEB or the bank or NTECL or any other person.

6.4.4 This PPA is subject to signing of the Default Escrow Agreement, Agreement to Hypothecate and Deed of Hypothecation as mentioned in clause 6.4.2 above.

#### 6.5 Third party sale on default

6.5.1 KSEB agrees that in case of a default in payment by KSEB or non-replenishment of LC within 7 days from the date of any drawl, NTECL shall be entitled to exercise the option to sell the power allocated to the KSEB in whole or in any part thereof, to third parties, without prejudice to its other rights, at the risk and cost of KSEB, by giving a notice of seven days, in the manner described herein below;

- (i) In case payment is not made within 30 days from Due Date or LC is not replenished within 7 days from any drawal, NTECL shall have the right to regulate and sell 25% of the allocated capacity to third parties, which would be increased by further 25% for each week of default.

  
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NTECL

  
CHIEF ENGINEER  
(Corporate Planning)  
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- (ii) In case the payment is not made within 60 days of the Due Date , NTECL shall have the right to sell 100% of the allocated capacity to third parties.
- 6.5.2 The sale would be subject to the following conditions;  
The surplus revenue recovered over Energy Charge attributable to such electricity sold shall be adjusted as under:
- (i) The surplus up to the capacity charges for the corresponding period shall be used towards the extinguishment of the subsisting outstanding payment liability of KSEB towards NTECL; and
- (ii) The surplus, if any, above the capacity charges for the corresponding period shall be retained and appropriated by NTECL.
- 6.5.3 However, sales to any third party shall cease and supply of the allocated power to KSEB shall be restored after setting right of the default by KSEB after a period of thirty (30) days if the payment default occurred for the first time, after sixty (60) days if the payment default was occurring for the 2<sup>nd</sup> time and after a period of ninety (90) days if the payment default was occurring for the third or subsequent time.
- 6.5.4 In case of default in payment of bills beyond a period of 90 (ninety) days of billing, NTECL shall have the right to re-allocate part or full share of KSEB's allocated capacity to other Bulk Power Customer(s)/Third party(ies).
- 6.5.5 It is agreed that in case of default, KSEB shall continue to be liable to pay the Capacity Charges in proportion to its allocation during the period of regulation / diversion of power or till the power is reallocated to other Bulk Power Customer(s)/ third party (ies).

## 7.0 Settlement of Disputes

7.1 All differences or disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and resolved within ninety (90) days.

## 7.2 Arbitration

7.2.1 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, which are falling under the provisions of Electricity Act 2003, the same shall be dealt in accordance with the said Act. The place of Arbitration shall be at New Delhi.

  
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NTECL

  
CHIEF ENGINEER  
(Corporate Planning)  
KSEB Board, Vidyuthi Bhavanam  
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## 8.0 Force Majeure

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God or any other such reason beyond the control of party concerned. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other to this effect. Generation/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

## 9.0 Implementation of the Agreement


All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other concerned party by Registered Post.


## 10.0 Notice

All notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to the other parties in terms of Clause 9.0 above.

## 11.0 Effective date and duration of Agreement

The agreement shall come into force from the date of signing of the Agreement for all purposes and intent and shall remain operative up to completion of twenty five (25) years from the date of commercial operation of last unit of the station, unless it is specifically extended on mutually agreed terms. In case KSEB/ bulk power consumer continue to get power from NTECL TPS after expiry of this Agreement without any further renewal or extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

  
Chief Executive Officer  
NTECL

  
CHIEF ENGINEER  
(Corporate Planning)  
KSE Board, Vidyuthi Bhavanam  
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## 12.0 Successors and Assigns

In case the functions of KSEB are reorganised and/or this PPA is assigned to other organisation(s)/agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organisation(s)/ agency(ies)/entities and shall continue to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities provided that the successor organisation(s)/ agency(ies) is/are owned or controlled by the Government of Kerala.

In the event the functions of KSEB are reorganised and/or this PPA is assigned to private organisation(s)/agency(ies), partly or wholly, the successor organization(s) and assign(s) shall ensure payment security mechanism as per this Agreement to the satisfaction of NTECL before assignment of this Agreement to the private organisation(s)/agency(ies). In the event, such satisfactory arrangement is not made NTECL shall have the option to terminate this Agreement. However KSEB shall remain liable to pay the Capacity Charges accrued up to the effective date of such termination.

IN WITNESS WHEREOF the parties have executed these presents through the authorized representatives on the date first above written.

WITNESSES :

1.

*[Signature]*

Manoj's

Asst. Exec. Engineer.

2.

*[Signature]*

SUCHITRA M  
Asst. Executive Engineer

WITNESSES :

1.

*[Signature]*

J. MAMMEN  
AGM (COMMERCIAL), NTPC

2.

*[Signature]*

N.N. SWAMY  
Dy. General Manager (Fin.)  
NTPC Tamilnadu Energy Company Ltd.  
Vallur Thermal Power Project,  
Chennai - 600 120.

For and on behalf of NTECL

*[Signature]*  
(N. SURIVANARAYANAN)  
Chief Executive Officer  
NTECL

For and on behalf of KSEB

*[Signature]*  
T. J. NARAYANAN  
CHIEF ENGINEER  
(Corporate Planning)  
KSE Board, Vidyuthi Bhavanam  
Pattom, Thiruvananthapuram - 4

