RELIANCE

Sasan Power Limited
CIN: U40102MH2006PLC190557

Reliance Centre, Near Prabhat Colony, Off Western Express Highway, Santacruz (East) Mumbai - 400055, India

Tel: +91 22 3303 1000
Fax: +91 22 3303 3662
www.reliancepower.co.in

WITHOUT PREJUDICE

SPL / 2016 / 1989

Email / Courier / Post
31.05.2016

To,

Shri P. Mukhopadhyaya
General Manager, Western Regional Load Dispatch Centre (WRLDC)
F-3, M.I.D.C. Area, Marol,
Andheri (E),
Mumbai-400093

Subject: Regulation of Power Supply on account of non-payment of dues- Notice to Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) under PPA and Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010

Ref: 1) Power Purchase Agreement (PPA) dated 07.08.2007 signed between Sasan Power Limited (SPL) and Procurers

2) SPL's notice no. SPL/2016/1891 to 1900 dated 10.05.2016 to Defaulting Procurers

3) SPL's notice no. SPL/2016/1911 to 1920 dated 16.05.2016 to Defaulting Procurers

4) Madhya Pradesh Power Management Company Limited (MPPMCL)'s letter no. CGM (IPC)/461 dated 16.05.2016

5) MPPMCL's letter no. CGM (IPC)/468 dated 17.05.2016

6) SPL's letter no. SPL/2016/1935 dated 17.05.2016

7) SPL's letters no. SPL/2016/1939 to 1948 dated 20.05.2016

8) SPL's letter no. SPL/2016/1962 dated 23.05.2016

9) WRLDC's letter no. WRLDC/MO-II/1825/2016 dated 23.05.2016

10) SPL's letter no. SPL/2016/1963 dated 24.05.2016 to WRLDC

11) WRLDC's letter no. WRLDC/MO-II/1825/2016/02 dated 25.05.2016 to SPL

12) SPL's letter no. SPL/2016/1965 dated 26.05.2016 to WRLDC

13) WRLDC's letter no. WRLDC/MO-II/1825/04 dated 30.05.2016

14) WRLDC's letter no. WRLDC/MO-II/1825/05 dated 30.05.2016

15)SPL's notice no. SPL/2016/1971 to 1980 dated 16.05.2016 to Defaulting Procurers

Dear Sir,

1. This has reference to your letters dated 30.05.2016 under reference no. 13 & 14 above.
2. As stated in our letters dated 24.05.2016 and 26.05.2016, the default trigger date had already passed and 25% of the Contracted Capacity of the Defaulting Procurers has become liable to

be offered to third parties in accordance with the provisions of the contract (i.e. PPA) between the parties and the law.

3. It may be noted that the CERC (Regulations of Power Supply) Regulations 2010 ("Power Supply Regulations") are only supplementary and procedural and are aimed at facilitating the regulation of power in terms of the PPA. The Power Supply Regulations do not override / modify the existing PPAs
4. This is evident from Clauses 3.5 and 13.5 of the Statement of Reasons which are reproduced below:-

   "3.5 We are of the view that the intention of these regulations is not to modify the existing PPAs to provide new measures for regulating the power supply to the Defaulting Entities. These regulations only provide for the procedure for facilitating the regulation the power supply under the conditions mutually agreed by the utilities in their contracts. Inclusion of the generating companies who do not have provisions of regulation of power supply in their contracts would amount to interference in the contracts. Therefore, this suggestion has not been accepted."

   "13.5 We would like to again clarify that these regulations do not stipulate any extra measures that have not already been agreed to by the generator/transmission licensee and the beneficiary/user in the agreements. As provided in the scope of these regulations, these regulations seek to facilitate the implementation of the provisions of the agreement for regulation of power supply."
5. Despite the aforesaid legal position, SPL, without prejudice to its rights, issued notices and letters as suggested by WRLDC in order to implement the regulation plan with effect from 31.05.2016.
6. However, in terms of the letter dated 30.05.2016, WRLDC has sought further clarifications and directed that a fresh notice be issued on or after 31.05.2016 which is the default trigger date as per WRLDC. It has also been stated that the implementation plan will be issued thereafter. It may be noted that the same is further delaying the regulation of power and preventing SPL from exercising its rights under the PPA. Nevertheless, without prejudice to SPL's rights in relation to the regulation notices already issued, SPL has issued a fresh notice to SPL on 31.05.2016. Therefore, the following may be taken note of for the purpose of preparation of the implementation plan for regulation of power supply.
7. Sasan Power Limited has been supplying electricity to the Procurers under the PPA and JdVVNL ("Defaulting Procurer") is in default of payment of dues under the PPA.

8. PPA provides for sale of 25% / whole of the Contracted Capacity pertaining to defaulting Procurer(s) to the other non defaulting Procurer(s)/ third parties upon the occurrence of an event where the Procurer(s) has/have not made payment of Invoice by the Due Date through the payment mechanism provided in the PPA.
9. The bills under which defaults have occurred, were served on the Defaulting Procurer from time to time commencing from March 2013. List of Monthly Bills under default and amount of default against each Monthly Bill is provided vide **Annexure-1**.
10. Pursuant to the judgment of the Hon'ble Appellate Tribunal for Electricity dated 31.03.2016 in Appeal No. 233 of 2014, SPL wrote to the Defaulting Procurer on 01.04.2016 asking it to pay the outstanding amount. However, the Defaulting Procurer, despite not having raised any dispute in relation to the bills or the letter dated 01.04.2016 within the contractually stipulated period of 30 days, continues to remain in default for all the Monthly Bills issued since Mar'13.
11. SPL has already issued notice to the Defaulting Procurer as required under the PPA. Copy of the Notice dated 10.05.2016 duly served on the Defaulting Procurer is enclosed as **Annexure 2**.
12. SPL has also issued notice dated 16.05.2016 under Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 to the Defaulting Procurer for regulation of power supply. Copy of the said Notice dated 16.05.2016 issued to Defaulting Procurer is enclosed as **Annexure 3.**
13. Based on your letters dated 30.05.2016, SPL has again issued notice dated 31.05.2016 under Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 and PPA to the Defaulting Procurer for regulation of power supply. Copy of the said Notice dated 31.05.2016 issued to Defaulting Procurer is enclosed as **Annexure 4.**
14. Details of the proposed regulation of power supply to the Defaulting Procurer are as follows:
    14.1. Amount of outstanding dues: Rs 33.05 Crore (Rs 26.30 Crore towards Principal amount and Rs 6.74 Crore as Late Payment Surcharge) – Monthly outstanding dues are provided vide **Annexure-1**.
        14.1.1. Some of the Procurers have desired issuance of REA for the period upto 15.08.2013, which we have requested to WRPC & WRLDC. Dues for the period upto 31.08.2013 are Rs 0.46 Cr (Principal Rs 0.30 Cr & Interest Rs 0.16 Cr)
        14.1.2. Dues for the period from 01.09.2013 to 31.05.2016 amount to Rs 32.58 Cr (Principal Rs 26.00 Cr & interest Rs 6.59 Cr)

14.2. Quantum of reduction in drawl schedule: 26.06 MW

14.3. Initial duration of Reduction: In terms of Article 11.5 of the PPA i.e. 30 days from 03.06.2016 to 02.07.2016

14.4. Price of the Power: In terms of Article 11.5 of the PPA (Extracts enclosed as **Annexure 5**)

14.5. Source of Power: Sasan Ultra Mega Power Project,. Village Sasan in Singrauli Tehsil in District Sidhi of Madhya Pradesh

14.6. Default trigger date: 31.05.2016[1]

14.7. The above regulation is likely to result in excess power available to the extent of scheduled reduction of Defaulting Procurer share from above Sasan Power Station for further sale to non-defaulting Procurers and/or through Indian Energy Exchange (IEX) Platform.

14.8. Diversion / absorption of regulated power: Absorption by non-defaulting Procurers and / or sale through Indian Energy Exchange (IEX) [Sasan Power Limited is a Proprietor Member of IEX]

15. As per requirement of CERC (Regulations of Power Supply) Regulations, 2010, Sasan Power Limited is also posting Regulation Notice on Reliance Power Limited website http://www.reliancepower.co.in/rpowersms/jsp/coal_based_projects.jsp, under the link "Notice for Regulation of Power Supply from Sasan UMPP – May 16".

16. Without prejudice to SPL's rights and contentions, we request you to prepare the implementation plan for commencing regulation of Default Electricity from 00:00 Hrs of 03.06.2016 to 24:00 Hrs 02.07.2016 in accordance with the terms of PPA and as per procedure under CERC (Regulation of Power Supply) Regulations, 2010. Through this letter WRLDC is being requested to prepare implementation plan of regulated power and further implement the same as per procedure laid down by CERC.

17. Considering your letters dated 23.05.2016 and 25.05.2016, original indemnity being issued by SPL indemnifying WRLDC as required under CERC (Regulation of Power Supply) Regulations, 2010 is provided vide **Annexure 6**.

18. This notice for regulation of power supply is without prejudice to our right to exercise other remedies/recourse available to us as per law and PPA to recover the dues.

[1] Default Trigger Date under the PPA has already commenced. However, 31.05.2016 has been mentioned as Default Trigger Date as per the suggestions of WRLDC without prejudice to SPL's rights.

Thanking you.
Yours faithfully,
For Sasan Power Limited

Mayank Gupta
General Manager

Enclosure: As above

Copy to:

1. **Managing Director**
   Jaipur Vidyut Vitran Nigam Limited,
   Vidyut Bhavan, Jaipur – 302005, Rajasthan

2. **The Member Secretary,**
   Northern Regional Power Committee,
   18-A, Qutab Institutional Area,
   Shaheed Jeet Singh Marg, Katwaria Sarai,
   New Delhi-110 016

3. **Shri P. K. Agarwal**
   General Manager,
   Northern Regional Load Despatch Centre
   18-A, Qutab Institutional Area,
   Shaheed Jeet Singh Marg, Katwaria Sarai,
   New Delhi -110016

4. **The Member Secretary,**
   Western Regional Power Committee,
   F-3, MIDC Area, Marol, Opp. SEEPZ,
   Central Road, Andheri (East),
   Mumbai - 400 093

5. **Chief Engineer (RUVNL)**
   Shed No. 5, Room No. 6, Vidyut Bhavan,
   Vidyut Marg, Lal Kothi,
   Jaipur – 302 005

6. **Superintending Engineer**
   Rajasthan State Load Despatch Center,
   Near 400 KV GSS, Heerapura,
   Ajmer Road , Jaipur

Annexure 1

Details of amount in default and Late Payment Surcharge

(Amount in Rs. Crore)

S.No.	Bill for the month	Principal	LPS calculated up to 31.05.2016 (#)	Total Outstanding amount**
1.	Mar-13	0.00	0.00	0.00
2.	Apr-13	0.01	0.01	0.02
3.	May-13	0.00	0.00	0.00
4.	Jun-13	0.09	0.05	0.14
5.	Jul-13	0.15	0.08	0.22
6.	Aug-13	0.05	0.03	0.08
7.	Sep-13	0.00	0.00	0.00
8.	Oct-13	0.00	0.00	0.00
9.	Nov-13	0.00	0.00	0.00
10.	Dec-13	0.00	0.00	0.01
11.	Jan-14	0.00	0.00	0.01
12.	Feb-14	0.01	0.00	0.01
13.	Mar-14	0.01	0.00	0.01
14.	Apr-14	1.59	0.57	2.16
15.	May-14	1.52	0.52	2.04
16.	Jun-14	2.06	0.67	2.72
17.	Jul-14	2.41	0.74	3.15
18.	Aug-14	2.35	0.67	3.02
19.	Sep-14	2.14	0.58	2.72
20.	Oct-14	1.77	0.45	2.22
21.	Nov-14	2.45	0.57	3.02
22.	Dec-14	2.52	0.55	3.07
23.	Jan-15	1.70	0.34	2.05
24.	Feb-15	2.62	0.48	3.10
25.	Mar-15	2.27	0.38	2.66
26.	Apr-15	0.05	0.01	0.05
27.	May-15	0.05	0.01	0.06
28.	Jun-15	0.05	0.01	0.06
29.	Jul-15	0.05	0.01	0.06
30.	Aug-15	0.05	0.00	0.05
31.	Sep-15	0.05	0.00	0.05
32.	Oct-15	0.05	0.00	0.05
33.	Nov-15	0.05	0.00	0.05
34.	Dec-15	0.05	0.00	0.05
35.	Jan-16	0.05	0.00	0.05
36.	Feb-16	0.05	0.00	0.05
37.	Mar-16	0.05	0.00	0.05
	Sub-total	**26.30**	**6.74**	**33.05**

(#) Late Payment Surcharge as per PPA @ SBAR + 2% p.a.

(**) Due to rounding off to 2 decimal places of amounts in Rs Crores, smaller values are appearing as nil

ANNEXURE - 2

RELIANCE

Sasan Power Limited
CIN: U40102MH2006PLC190557

Reliance Centre, Near Prabhat Colony, Off Western Express Highway, Santacruz (East) Mumbai - 400055, India

Tel: +91 22 3303 1000
Fax: +91 22 3303 3662
www.reliancepower.co.in

SPL / 2016 /1899

May 10, 2016

By E-mail/Courier/Fax

To,

Managing Director,
Jodhpur Vidyut Vitran Nigam Limited,
New Power House, Jodhpur – 342003

Subject: **Failure to Pay Invoices by Due Dates**
- **Notice under Article 11.5 of the Power Purchase Agreement dated 07.08.2007 (PPA)**

Ref: **SPL letter no. SPL/2016/1840 dated April 01, 2016**

Dear Madam,

1. Sasan Power Limited ("**SPL**"), has been supplying power from Sasan Ultra Mega Power Project ("**Project**") to the Procurers on the terms and conditions contained in the PPA.

2. As per the provisions of Article 11.1 read with Article 11.3 of the PPA, from the Commercial Operation Date of the first Unit, the Procurers are obliged to pay to SPL the Monthly Tariff Payment on or before the Due Date, comprising of Tariff for every Contract Year, determined in accordance with Article 11 and Schedule 7 of the PPA.

3. Commercial Operation Date ("**COD**") of the first Unit of the Project occurred on 31.03.2013 and SPL from time to time issued Monthly Bills in accordance with the terms of the PPA to you. As per the terms of PPA, the entire amount under the said Bills was required to be paid in full by you within 30 days of the receipt of the respective Bills. However, you, in disregard of the terms of PPA, disputed the COD of the first Unit of the Project and failed to pay sums due and payable under the Monthly Bills for the period from March 2013.

4. SPL from time to time conveyed its unacceptability of the non-payment of dues and made repeated requests to you for payment of entire outstanding dues. Consequent to your persistent failure to pay the dues raised in Monthly Bills by disputing the COD of the first

Unit, SPL was constrained to file Petition No. 84/MP/2014 before the Hon'ble Central Electricity Regulatory Commission ("**CERC**"). In another petition being Petition No. 85/MP/2013 filed by Western Regional Load Despatch Centre, Ld. CERC, in its Order dated 08.08.2014, inter alia, erroneously accepted the COD of first Unit as 16.08.2013. In the Appeal No. 233/2014 filed by SPL before the Hon'ble Appellate Tribunal for Electricity ("**ATE**"), the Hon'ble ATE did not find any violation of the provisions of law on declaration of COD by SPL and, by its judgment dated 31.03.2016, inter alia, set aside/quashed the Order dated 08.08.2014 passed by Ld. CERC. Accordingly, 31.03.2013 stood conclusively established as the COD of the first Unit of the Project. SPL, vide its Letter No. 1840 dated Apr 01, 2016 requested you to release the dues at the earliest. However you failed and neglected to pay the sums due and payable by you.

5. An amount of Rs. **32.60** Crore including the Late Payment Surcharge calculated upto 30.04.2016 is due and payable by you in respect of the Monthly Bills. The details of amount in default and Late Payment Surcharge accrued till 30.04.2016 are given in **Annexure 1** hereto.

6. We invite your attention to the provisions of Article 11.5 of the PPA, pursuant to which upon the occurrence of an event where the Procurer has not made payment by the Due Date of an Invoice, 25% of the Contracted Capacity pertaining to the defaulting Procurer is required to be offered to the non-defaulting Procurers and/or third parties. In case, such default continues for more than 30 days, 100% of the Contracted Capacity is required to be offered to non-defaulting Procurers and/or third parties.

7. In view of your persistent failure to pay the amount due and payable under the Monthly Bills referred above, we hereby notify you under Article 11.5 of the PPA as under:

   Unless the entire amount of Rs. 32.60 Crore as described in Annexure 1 hereto together with Late Payment Surcharge upto the date of payment is paid by you to us, we shall, from the expiry of a period of 7 days from the date of this notice and without any further communication to you, be entitled to proceed with offering part or whole of your share in the Contracted Capacity to the non defaulting Procurers and/or third parties in accordance with the provisions of PPA.

8. Please note that this communication is without prejudice to any of the other rights, remedies, entitlements of SPL under the PPA and the law to recover the dues and nothing herein amounts to waiver of any of the rights and entitlements, under PPA and the law, all of which are specifically reserved by SPL.

Yours faithfully,
For Sasan Power Limited

Shrikant Kulkarni

Director - Sasan Power Limited

Encl- As above

Copy to:

Chief Engineer (RDPPC)
Shed No. 5, Room No. 6, Vidyut Bhavan,
Vidyut Marg, Lal Kothi,
Jaipur – 302 005

RELIANCE

Continuation Sheet

Annexure 1

Details of amount in default and Late Payment Surcharge

(Amount in Rs. Crore)

S.No.	Bill for the month	Principal	LPS calculated up to 30.04.2016 (#)	Total Outstanding amount
1.	Mar-13	0.00	0.00	0.00
2.	Apr-13	0.01	0.01	0.02
3.	May-13	0.00	0.00	0.00
4.	Jun-13	0.09	0.05	0.13
5.	Jul-13	0.15	0.07	0.22
6.	Aug-13	0.05	0.03	0.08
7.	Sep-13	0.00	0.00	0.00
8.	Oct-13	0.00	0.00	0.00
9.	Nov-13	0.00	0.00	0.00
10.	Dec-13	0.00	0.00	0.01
11.	Jan-14	0.00	0.00	0.01
12.	Feb-14	0.01	0.00	0.01
13.	Mar-14	0.01	0.00	0.01
14.	Apr-14	1.59	0.54	2.13
15.	May-14	1.52	0.49	2.01
16.	Jun-14	2.06	0.63	2.69
17.	Jul-14	2.41	0.70	3.11
18.	Aug-14	2.35	0.63	2.98
19.	Sep-14	2.14	0.54	2.68
20.	Oct-14	1.77	0.42	2.19
21.	Nov-14	2.45	0.53	2.98
22.	Dec-14	2.52	0.51	3.03
23.	Jan-15	1.70	0.32	2.02
24.	Feb-15	2.62	0.44	3.06
25.	Mar-15	2.27	0.35	2.62
26.	Apr-15	0.05	0.01	0.05
27.	May-15	0.05	0.01	0.05
28.	Jun-15	0.05	0.01	0.06
29.	Jul-15	0.05	0.00	0.05
30.	Aug-15	0.05	0.00	0.05
31.	Sep-15	0.05	0.00	0.05
32.	Oct-15	0.05	0.00	0.05
33.	Nov-15	0.05	0.00	0.05
34.	Dec-15	0.05	0.00	0.05
35.	Jan-16	0.05	0.00	0.05
36.	Feb-16	0.05	0.00	0.05
37.	Mar-16	0.05	0.00	0.05
	Sub-total	**26.30**	**6.30**	**32.60**

(#) Late Payment Surcharge as per PPA @ SBAR + 2% p.a.

ANNEXURE - 3

RELIANCE

Sasan Power Limited
CIN: U40102MH2006PLC190557

Reliance Centre, Near Prabhat Colony, Off Western Express Highway, Santacruz (East) Mumbai - 400055, India

Tel: +91 22 3303 1000
Fax: +91 22 3303 3662
www.reliancepower.co.in

SPL / 2016 / 1919 **16.05.2016**

To,

Managing Director,
Jodhpur Vidyut Vitran Nigam Limited,
New Power House, Jodhpur – 342003

Subject: Notice under Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 and PPA

Ref: 1) Power Purchase Agreement (PPA) dated 07.08.2007 signed between Sasan Power Limited (SPL) and Procurers
2) SPL letter no. SPL/2016/1840 dated April 01, 2016
3) SPL notice no. SPL/2016/1899 dated 10.05.2016 under Article 11.5.2 of the PPA

Dear Sir,

1. This is in continuation to our Invoices raised from time to time and the communications mentioned under reference above, including our notice dated 10.05.2016 issued under the PPA.
2. Despite our repeated requests for payment of dues, you continue to be in default for payment of outstanding dues. This notice is being issued under Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010, for regulation of 25% of your Contracted Capacity. The electricity available consequent to the regulation of your supply is proposed to be sold to other non defaulting Procurers/ third parties in accordance with the terms of the PPA.
3. Details in relation to the regulation of your supply are as follows:
   3.1. Amount of outstanding dues: Rs 32.60 Crs as on 30.04.2016.
   3.2. Quantum of reduction in drawl schedule: 26.06 MW
   3.3. Initial duration of reduction: 30 days from 20.05.2016 to 18.06.2016 i.e. As per terms of Article 11.5 of the PPA
   3.4. Price of the Power: As per terms of Article 11.5 of the PPA
   3.5. Source of Power: Sasan Ultra Mega Power Project (UMPP), at Singrauli Tehsil in District Sidhi of Madhya Pradesh

4. Please note that this communication is without prejudice to any of the other rights, remedies, entitlements of SPL under the PPA and the law to recover the dues and nothing herein amounts to waiver of any of the rights and entitlements, under PPA and the law, all of which are specifically reserved by SPL.

Thanking you.
Yours faithfully,
For Sasan Power Limited

Suresh Nagarajan
Sr. Ex. Vice President

Copy to:

Chief Engineer (RUVNL)
Shed No. 5, Room No. 6, Vidyut Bhavan,
Vidyut Marg, Lal Kothi,
Jaipur – 302 005

ANNEXURE-4

RELIANCE

Sasan Power Limited
CIN: U40102MH2006PLC190557

Reliance Centre, Near Prabhat Colony, Off Western Express Highway, Santacruz (East) Mumbai - 400055, India

Tel: +91 22 3303 1000
Fax: +91 22 3303 3662
www.reliancepower.co.in

SPL / 2016 / 1979

Email / Courier / Post
31.05.2016

To,

Managing Director,
Jodhpur Vidyut Vitran Nigam Limited,
New Power House, Jodhpur – 342003

Subject: Failure to Pay Invoices by Due Dates

- **Notice under Article 11.5 of the Power Purchase Agreement dated 07.08.2007 (PPA)and Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010**

Ref: **1) Power Purchase Agreement (PPA) dated 07.08.2007 signed between Sasan Power Limited (SPL) and Procurers**

2) SPL letter no. SPL/2016/1840 dated 01.04.2016

3) SPL notice no. SPL/2016/1891 to 1900 dated 10.05.2016 to Defaulting Procurers

4) SPL notice no. SPL/2016/1911to 1920 dated 16.05.2016 to Defaulting Procurers

5) Madhya Pradesh Power Management Company Limited (MPPMCL)'s letter no. CGM (IPC)/461 dated 16.05.2016

6) MPPMCL's letter no. CGM (IPC)/468 dated 17.05.2016

7) SPL's letter no. SPL/2016/1935 dated 17.05.2016

8) SPL's letters no. SPL/2016/1939 to 1948 dated 20.05.2016

9) SPL letter no. SPL/2016/1959 dated 23.05.2016

10) WRLDC's letter no. WRLDC/MO-II/1825/2016 dated 23.05.2016

11) SPL's letter no. SPL/2016/1963 dated 24.05.2016 to WRLDC

12) WRLDC's letter no. WRLDC/MO-II/1825/2016/02 dated 25.05.2016 to SPL

13) SPL's letter no. SPL/2016/1965 dated 26.05.2016 to WRLDC

14) WRLDC's letter no. WRLDC/MO-II/1825/04 dated 30.05.2016

15) WRLDC's letter no. WRLDC/MO-II/1825/05 dated 30.05.2016

Dear Sir,

1. This is in continuation to our Invoices raised from time to time and the communications mentioned under reference above, including our notices dated 10.05.2016 and 16.05.2016 issued under the PPA and Regulations. This notice is being issued without prejudice to the notices dated 10.05.2016 and 16.05.2016 issued to you for regulation of power.

2. Despite our repeated requests for payment of dues, you continue to be in default for payment of outstanding dues. This notice is being issued under Regulation 4 of Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010, for regulation of 25% of your Contracted Capacity. The electricity available consequent to the regulation of your supply is proposed to be sold to other non defaulting Procurers/ third parties in accordance with the terms of the PPA.
3. The details of amount in default and Late Payment Surcharge accrued till 31.05.2016 are given in **Annexure 1** hereto.
4. Details in relation to the regulation of your power supply are as follows:
   4.1. Amount of outstanding dues: Rs 33.05 Crs as on 31.05.2016 (Ref: **Annexure-1**)
   4.2. Quantum of reduction in drawl schedule: 26.06 MW
   4.3. Initial duration of reduction: 30 days from 03.06.2016 to 02.07.2016 i.e. As per terms of Article 11.5 of the PPA
   4.4. Price of the Power: As per terms of Article 11.5 of the PPA
   4.5. Default trigger date: 31.05.2016[1]
   4.6. Source of Power: Sasan Ultra Mega Power Project (UMPP), at Singrauli Tehsil in District Sidhi of Madhya Pradesh
5. Please note that this communication is without prejudice to any of the other rights, remedies, entitlements of SPL under the PPA and the law to recover the dues and nothing herein amounts to waiver of any of the rights and entitlements, under PPA and the law, all of which are specifically reserved by SPL.

Thanking you.
Yours faithfully,
For Sasan Power Limited

Mayank Gupta
General Manager

[1] Default Trigger Date under the PPA has already commenced. However, 31.05.2016 has been mentioned as Default Trigger Date as per the suggestions of WRLDC without prejudice to SPL's rights.

Copy to:

Chief Engineer
Rajasthan Urja Vikas Nigam Limited (RUVNL)
Shed No. 5, Room No. 6, Vidyut Bhavan,
Vidyut Marg, Lal Kothi,
Jaipur – 302 005

Annexure 1

Details of amount in default and Late Payment Surcharge

(Amount in Rs. Crore)

S.No.	Bill for the month	Principal	LPS calculated up to 31.05.2016 (#)	Total Outstanding amount**
1.	Mar-13	0.00	0.00	0.00
2.	Apr-13	0.01	0.01	0.02
3.	May-13	0.00	0.00	0.00
4.	Jun-13	0.09	0.05	0.14
5.	Jul-13	0.15	0.08	0.22
6.	Aug-13	0.05	0.03	0.08
7.	Sep-13	0.00	0.00	0.00
8.	Oct-13	0.00	0.00	0.00
9.	Nov-13	0.00	0.00	0.00
10.	Dec-13	0.00	0.00	0.01
11.	Jan-14	0.00	0.00	0.01
12.	Feb-14	0.01	0.00	0.01
13.	Mar-14	0.01	0.00	0.01
14.	Apr-14	1.59	0.57	2.16
15.	May-14	1.52	0.52	2.04
16.	Jun-14	2.06	0.67	2.72
17.	Jul-14	2.41	0.74	3.15
18.	Aug-14	2.35	0.67	3.02
19.	Sep-14	2.14	0.58	2.72
20.	Oct-14	1.77	0.45	2.22
21.	Nov-14	2.45	0.57	3.02
22.	Dec-14	2.52	0.55	3.07
23.	Jan-15	1.70	0.34	2.05
24.	Feb-15	2.62	0.48	3.10
25.	Mar-15	2.27	0.38	2.66
26.	Apr-15	0.05	0.01	0.05
27.	May-15	0.05	0.01	0.06
28.	Jun-15	0.05	0.01	0.06
29.	Jul-15	0.05	0.01	0.06
30.	Aug-15	0.05	0.00	0.05
31.	Sep-15	0.05	0.00	0.05
32.	Oct-15	0.05	0.00	0.05
33.	Nov-15	0.05	0.00	0.05
34.	Dec-15	0.05	0.00	0.05
35.	Jan-16	0.05	0.00	0.05
36.	Feb-16	0.05	0.00	0.05
37.	Mar-16	0.05	0.00	0.05
	Sub-total	**26.30**	**6.74**	**33.05**

(#) Late Payment Surcharge as per PPA @ SBAR + 2% p.a.

(**) Due to rounding off to 2 decimal places of amounts in Rs Crores, smaller values are appearing as nil

Annexure 5

Article 11.5 of the Sasan UMPP PPA

11.5 Third Party Sales on default

11.5.1 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of an event where the Procurer has not made payment by the Due Date of an Invoice through the payment mechanism provided in this Agreement, the Seller shall follow the steps as enumerated in Articles 11.5.2 and 11.5.3.

11.5.2 On the occurrence of the event mentioned in Article 11.5.1 and after giving a notice of at least seven (7) days to the defaulting Procurer(s),the Seller shall have the obligation to offer twenty five (25) per cent of the Contracted Capacity pertaining to such defaulting Procurer ("Default Electricity") to the other non - defaulting Procurers. The non defaulting Procurers have the right to receive the whole or any part of such Default Electricity by giving a notice within a further two (2) Business Days, in the following manner:

a) In ratios equal to their then existing Allocated Contracted Capacities at the same Tariff as would have been applicable to the defaulting Procurer. Provided that, if any of the non-defaulting Procurer(s) does not elect to receive the Default Electricity so offered, the Seller shall offer the balance of the Default Electricity to other non-defaulting Procurer(s) at the same Tariff in proportion to their additional requirement as intimated.

b) At a lower tariff as may be specified by non-defaulting Procurer(s) to the extent of their capacity requirements, in descending order of the tariff. Provided that, the Seller has the right to obtain tariff quotes from third party(s) for sale of Default Electricity not requisitioned under (a) above. The tariff quotes received from non-defaulting Procurer(s) and such third party(s) shall be ranked in descending order of the tariff and the Seller shall sell Default Electricity in such descending order and in compliance with Article 11.5.3, to the extent applicable.

In case of both (a) and (b) above if non- defaulting Procurer(s) receive Default Electricity, then, subject to applicability of Article 11.4.2.2 of this Agreement, such non defaulting Procurer(s) shall within seven (7) days of exercising the right of election, either open an additional Letter of Credit/enhance the existing Letter of Credit in accordance with the principles set forth in Article 11.4 or increase the value of escrow cover under the Default Escrow Agreement and related security under Agreement to Hypothecate secure payment for that part of the Default Electricity as such non- defaulting Procurer elects to receive.

Provided further within two (2) Months of such election by the non-defaulting Procurer(s), unless the event outlined in Article 11.5.7 has occurred, such Procurer(s) shall open a Letter of Credit/enhance the existing Letter of Credit in accordance with the principles set forth in Article 11.4 and shall increase the value of escrow cover under the Default Escrow Agreement and related Agreement to Hypothecation cum Deed of Hypothecation. Provided that in case the events mentioned in Article 11.4.2.2 (i), (ii) and (iii) are true, then the requirement with respect to Default Escrow Agreement and Agreement to Hypothecate cum Deed of Hypothecation in this Article 11.5.2 shall be applicable as per Article 11.4.2.2.

11.5.3 If all the non-defaulting Procurers do not make the election to receive the Default Electricity or a part thereof, within two (2) Business Days of it being so offered under and as per Article 11.5.2, or all such Procurers expressly waive their first right to receive the same, the Seller shall have the right (but not the obligation) to make available and sell the Default Electricity or a part thereof to a third party, namely:

(a) any consumer, subject to applicable Law; or

(b) any licensee under the Electricity Act, 2003;

11.5.4 If the Collateral Arrangement is not fully restored by the Defaulting Procurer within thirty (30) days of the non-payment by a Procurer of a Invoice by its Due Date, the provisions of Article 11.5.2 and Article 11.5.3 shall apply with respect to one hundred (100) per cent of the Contracted Capacity. Provided that in case the events mentioned in Article 11.4.2.2 (i), (ii) and (iii) are true, then this Article 11.5.4 shall be applicable as per Article 11.4.2.2.

11.5.5 Provided that, in the case of Article 11.5.3 or 11.5.4, the Seller shall ensure that sale of power to the shareholders of the Seller or any direct or indirect affiliate of the Seller/shareholders of the Seller, is not at a price less than the Energy Charges.

11.5.6 In case of third party sales or sales to any other non defaulting Procurers as permitted by this Article 11.5, the adjustment of the surplus revenue over Energy Charge (applicable to the defaulting Procurer) attributable to such electricity sold, shall be adjusted as under :

(a) the surplus upto the Tariff shall be used towards the extinguishment of the subsisting payment liability of the defaulting Procurer towards the Seller; and

(b) the surplus if any above the Tariff shall be retained by the Seller.

The liability of the defaulting Procurer towards making Capacity Charge payments to the Seller even for electricity sold to third parties or other non defaulting Procurers during such periods will remain unaffected. Provided such Capacity Charge payment liability shall cease on the date which occurs on the Expiry of a period of 3 years and hundred days from the date of occurrence of a Procurer Event of Default under Article 14.2 (i), provided if prior to such date, such Procurer Event of Default has not ceased and regular supply of electricity for a period of at least 90 continuous days has not occurred.

11.5.7 Sales to any person or Party, other than the defaulting Procurer under Article 11.5, shall cease and regular supply of electricity to the defaulting Procurer in accordance with all the provisions of this Agreement shall commence and be restored on the later of the two following dates or any date before this date at the option of Seller:

(a) the day on which the defaulting Procurer pays the amount due to the Seller and renews the Letter of Credit and restores Default Escrow Account (if applicable) as mentioned in Article 11.4.2.1 ; or

(b) the date being "x" days from the date on which the defaulting Procurer pays the amount due to the Seller, where "x" days shall be calculated in accordance with **Schedule 3.**

291

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ PL 711133

NOTARIAL NOTARIAL NOTARIAL

NOTARY N.K.CHANDIRAMANI B.A.L.L.B. GREATER MUMBAI 306 / 89 GOVT. OF MAHARASHTRA

DIST. TREASURY OFFICE THANE

जिल्हा कोषागर कार्यालय, ठाणे
30 APR 2016
मुद्रांक प्रमुख लिपीक / लिपीक

30/4/2016

Serial no. of document is 291 dated _____ as per NOTARIAL REGISTER

INDEMNITY

Sasan Power Limited (SPL) confirms that all information stated by SPL in the application no. SPL/2016/1989 are true and SPL has followed the provisions of Power Purchase Agreement dated 07.08.2007 and the procedure of Power Supply Regulations, 2010 while applying to Western Regional Load Despatch Centre (WRLDC) for preparation of the Implementation plan.

SPL undertakes to indemnify, defend and save WRLDC and hold them harmless from any and all demands, suits, recoveries, cost and expenses, court cost, attorney fees, damages, losses, suffered by them in any claim and action by or against third parties directly arising out of or resulting from the regulation of power under the Power Purchase Agreement dated 07.08.2007 read with the Central Electricity Regulatory Commission (Regulation of Power Supply) Regulations, 2010 pursuant to SPL's request contained in its letter no. SPL/2016/1989 to WRLDC.

NOTARY Naresh K. Chandiramani Area of Mumbai Regd. No. 306/89 Expiry Date: 01/02/2021 GOVT. OF MAHARASHTRA

SIGNED BEFORE ME
31.5.16
N.K. CHANDIRAMANI B.A.L.L.B.
NOTARY GREATER MUMBAI
GOVT. OF MAHARASHTRA
31.5.2016

Authorized Signatory

For Sasan Power Limited