

**Wind Energy Purchase Agreement
(Group III)**

For

7.2 MW Wind Power Project

(9 No. X 800 kW Enercon make)

at Village Ranjani (Khandke),

Tal: & Dist: Ahmednagar

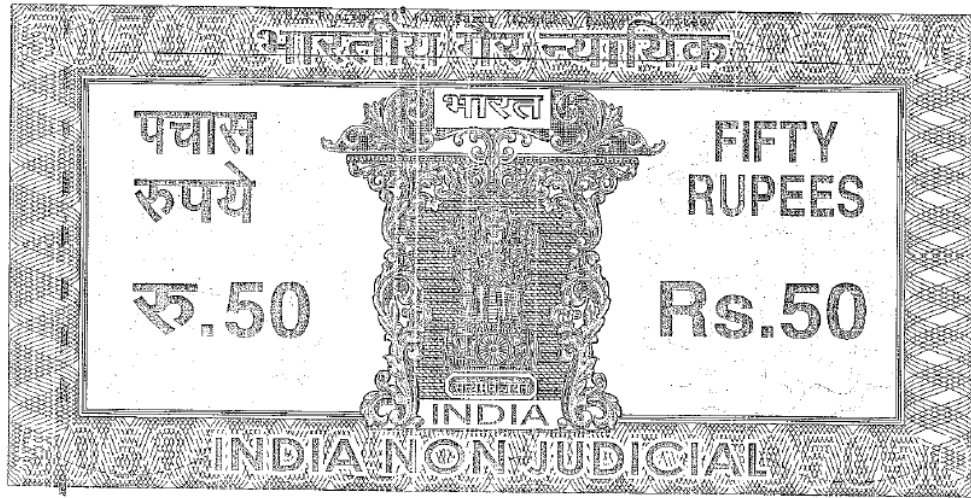
Between

M/s ROARING 40th WIND FARMS (KHANDKE) PRIVATE LIMITED

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED





महाराष्ट्र MAHARASHTRA

Y 109021

8268C 16 JUL 2007

नाम देवीगिरी हॉटेल विस, फापरना (बाईके) संगीतलोक
पत्ता फापरना विस, फापरना (बाईके) संगीतलोक
हस्ताक्षर प्र. री. ला. 16/7/07 5/11/07



10 JAN 2007

उप कार्यालय, अंधेरा
महाराष्ट्र, मुंबई

AND

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a Company registered under the under the Companies Act 1956 (1 of 1956), established as per the Govt. of Maharashtra decision under the provision of Part XIII (Reorganisation of the Board) of the Electricity Act 2003, having its Registered Office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051 formerly the Maharashtra State Electricity Board (MSEB), a statutory Board constituted under the erstwhile Electricity (Supply) Act 1948, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "**MSEDCL / Purchaser**" (which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)



MSEDCL

MPat...

...

to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 9 No. 800 kW each Wind Turbines and associated equipment having a maximum installed capacity of 7.2 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

The facility shall be located on the Site and shall be identified as M/s Roaring 40th Wind Farms (Khandke) Private Limited. The address of the Facility is at Gut No. 168, 178, 181, 185, 192, 195, 290 and 300 of Village Ranjani (Khandke), Tal: & Dist: Ahmednagar. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:



- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.

Seller:

MSEDCL/Purchaser

M/s ROARING 40th WIND FARMS

(KHANDKE) PRIVATE LIMITED

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)

Signature: [Signature]

Name: MAHESH MAKHETA

Designation: DIRECTOR

Seal:



Witness:

1. Name: A.P. BAO

Designation: MANAGER - BUSINESS
DEVELOPMENT, CAPP POWER INDIA
PVT LTD.

Signature: [Signature]

2. Name: PRANESH TANDON

Designation: MANAGER, CAPP POWER

Signature: [Signature]

Signature: [Signature]

Name: A.D. Patilwar

Designation: Manager (Operation)

Seal:



Witness:

1. Name: D. D. Mangrkar

Designation: S.B. C.P.D.

Signature: [Signature]

2. Name: Subhash Gupta

Designation: Dy. EE

Signature: [Signature]



**Wind Energy Purchase Agreement
(Group III)**

For

2.4 MW Wind Power Project

(3 No. X 800 kW Enercon make)

at Village Ratadgaon (Khandke),

Tal: & Dist: Ahmednagar

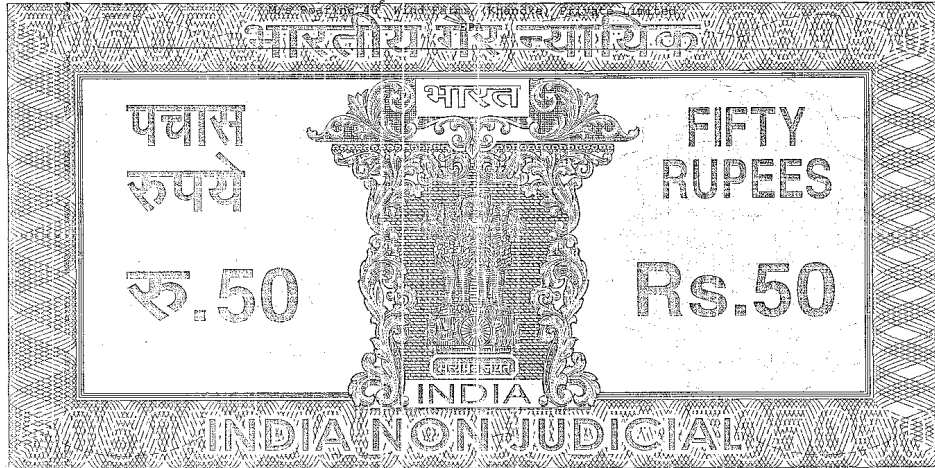
Between

M/s ROARING 40th WIND FARMS (KHANDKE) PRIVATE LIMITED

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

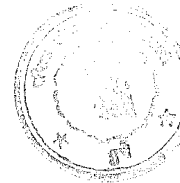




महाराष्ट्र MAHARASHTRA

Y 000771

83933 16 JUL 2007
दिनांक 16 जुल 2007
संगीता लोकांडे
रोमी 40s विंड फार्म (प्रा.) लि.
पत्ता: रोमी 40s विंड फार्म (प्रा.) लि.
महाराष्ट्र, मुंबई 400 093
फोन: 260-261, 400 093
फैक्स: 260-261, 400 093



13 JUL 2007

उप कोषागार अधीक्षक
कोषागार, पुणे शहर



THIS WIND ENERGY PURCHASE AGREEMENT [the "Agreement"] is made this 24th day of September 2007.

BETWEEN

M/s Roaring 40^s Wind Farms (Khandke) Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956; with its registered Office at 302, Boston House, Suren Road, CTS No. 260-261, Andheri (East), Mumbai - 400 093, hereinafter referred to as the "Seller" [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns]



5

For WSEDCL

M. Balaram

Director (O)

AS WHEREAS the Seller desires to develop, design, construct, own and operate a Wind Generating Facility with an expected Installed Capacity of **2.4 MW(3 No. X 800 kW each of M/s Enercon (I) Limited make WECs) at Village Ratadgaon (Khandke) Tal. & Dist. Ahmednagar**, hereinafter referred to as the "Facility".

and

AS WHEREAS the Seller desires to interconnect the Facility with the State Grid as advised by the MSEDCL and sell and deliver to MSEDCL at the point of Delivery, 100 % of the Wind Energy produced by the Facility from the date of commissioning of the Wind project .

and

AS WHEREAS the MSEDCL as a Utility under the Renewable Purchase Obligation (RPO) has agreed to buy the Wind Energy generated from the Seller's Facility from the date of commissioning of the wind power project in accordance with and subject to the terms and conditions of this Agreement. This EPA will be governed by RPS order dated 16.08.2006 issued by MERC.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to the following:

ARTICLE-I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01: Rules of Construction:

The capitalised terms listed in this Article shall have the meanings set forth herein whenever the term appears in this Agreement either in the singular or plural. Other terms (whether in capital or not) used in this Agreement but not listed in this Article shall have the meanings as commonly used in the English language and where applicable, in Standard Utility Practises and accepted technical or trade parlance. In addition the following rules of interpretation shall apply:

- [i] References to "Articles", "Sections" or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- [ii] The Exhibits attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the



For MSEDCL
JES
Director (O)

to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 3 No. 800 kW each Wind Turbines and associated equipment having a maximum installed capacity of 2.4 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

The facility shall be located on the Site and shall be identified as M/s Roaring 40th Wind Farms (Khandke) Private Limited. The address of the Facility is at Gut No. 472, 476, and 486 of Village Ratadgaon (Khandke), Tal: & Dist: Ahmednagar. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:



16/05/2020
JMS
16/05/2020

- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.


Seller:

MSEDCL/Purchaser

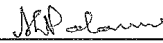
M/s ROARING 40th WIND FARMS

(KHANDKE) PRIVATE LIMITED

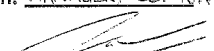
MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)

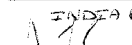
Signature: 
Name: MAHESH MAHETA
Designation: DIRECTOR


Seal:

Signature: 
Name: A.D. Palamwar
Designation: MANAGER (OPERATION)

Seal:

Witness:
1. Name: POVISHA TANDON
Designation: MANAGER, CLP POWER
Signature: 

2. Name: A.P. RAO
Designation: MANAGER-CLP POWER
INDIA AT 2710
Signature: 

Witness:
1. Name: D. D. Chaudhary
Designation: S.E. CLP
Signature: 


2. Name: Subhash Gupta
Designation: Dy. E.E.
Signature: 

EXHIBIT C

(1) Contract Price (TARIFF):

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWh	Capacity Utilisation Factor %	Energy Proposed to be Delivered MUS
1	1 st Year of Operation	3.50	20.0	4.2
2	2 nd Year of Operation	3.65	20.0	4.2
3	3 rd Year of Operation	3.80	20.0	4.2
4	4 th Year of Operation	3.95	20.0	4.2
5	5 th Year of Operation	4.10	20.0	4.2
6	6 th Year of Operation	4.25	20.0	4.2
7	7 th Year of Operation	4.40	20.0	4.2
8	8 th Year of Operation	4.55	20.0	4.2
9	9 th Year of Operation	4.70	20.0	4.2
10	10 th Year of Operation	4.85	20.0	4.2
11	11 th Year of Operation	5.00	20.0	4.2
12	12 th Year of Operation	5.15	20.0	4.2
13	13 th Year of Operation	5.30	20.0	4.2



For MSEDCL
MS
Director (D)

Wind Energy Purchase Agreement
(Group III)

For

2.4 MW Wind Power Project

(3 No. X 800 kW Enercon make)

at Village Ratadgaon (Khandke),

Tal: & Dist: Ahmednagar

Between

M/s ROARING 40^S WIND FARMS (KHANDKE) PRIVATE LIMITED

And

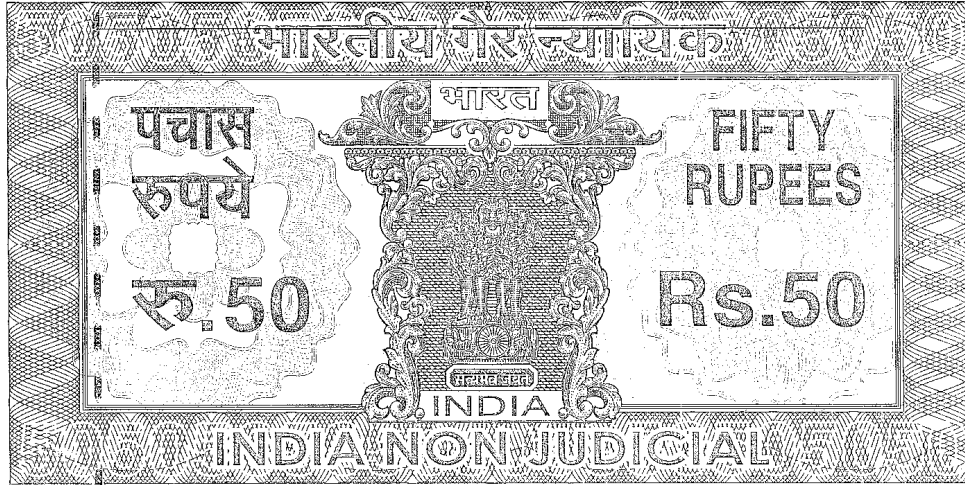
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED



For MSEDCL

Director (O)

M/s Roaring 40° Wind Farms (Khandke) Private Limited



महाराष्ट्र MAHARASHTRA

K 961636

24 AUG 2007 442 Sangietaa Lokande
हस्ताक्षर
वो रिग, विठ्ठल म (रवांस) पुणे
ना - मेधोर इ मेधोर
से - वावाधर वा
पुणे-411 009



24 AUG 2007

रज्य कोषागार अधिकारी
कोषागार, पुणे कनिष्ठ

THIS WIND ENERGY PURCHASE AGREEMENT [the "Agreement"] is made this
10th day of October 2007.

BETWEEN

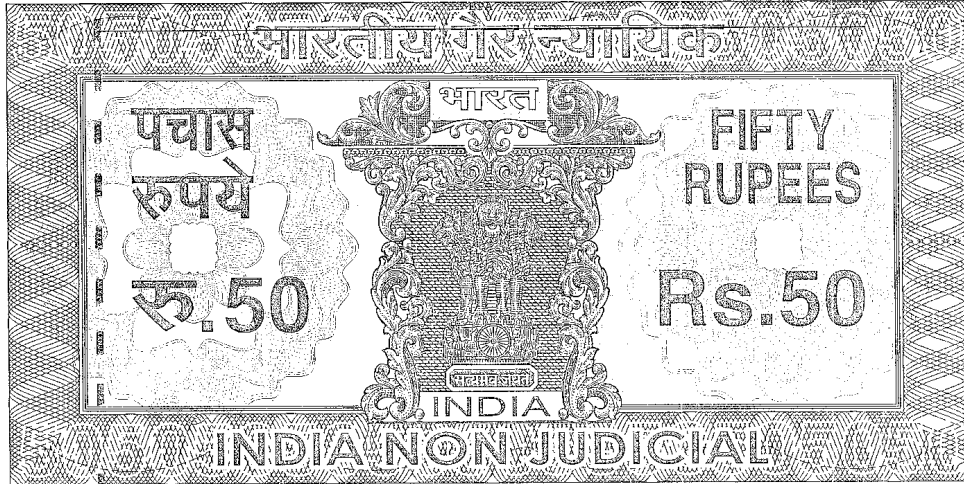
M/s Roaring 40° Wind Farms (Khandke) Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956; with its registered Office at 302, Boston House, Suren Road, CTS No. 260-261, Andheri (East), Mumbai - 400 093, hereinafter referred to as the "Seller " [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns]



5

For M/s RCL

Director (C)



महाराष्ट्र MAHARASHTRA

K 961637

६२३६४ २४ AUG २००७
 दिनांक २४/०८/०७
 शेरिंग विस्तार (प्रादेशिक) क्षेत्र
 आंधरी व मुंबई क्षेत्र
 शांतीघर जी.

Sangietas
 SANGIETAA LOKANDE



24 AUG 2007

महाराष्ट्र राज्य विद्युत वितरण कंपनी लिमिटेड

AND

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a Company registered under the Companies Act 1956 (1 of 1956), established as per the Govt. of Maharashtra decision under the provision of Part XIII (Reorganisation of the Board) of the Electricity Act 2003, having its Registered Office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051 formerly the Maharashtra State Electricity Board (MSEB), a statutory Board constituted under the erstwhile Electricity (Supply) Act 1948, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "MSEDCL / Purchaser" (which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)



KP. Palani

in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 3 No. 800 kW each Wind Turbines and associated equipment having a maximum installed capacity of 2.4 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

The facility shall be located on the Site and shall be identified as M/s Roaring 40^s Wind Farms (Khandke) Private Limited. The address of the Facility is at Gut No. 192, 194, and 491 of Village Ratadgaon (Khandke), Tal: & Dist: Ahmednagar. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:



For MSEDCL
MS
Director (O)

- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.

Seller:

MSEDCL/Purchaser

M/s ROARING 40^S WIND FARMS

(KHANDKE) PRIVATE LIMITED

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)

Signature: Mahesh
Name: Mahesh Mahesh

Designation: DIRECTOR

Seal:



Witness:

1. Name: BIREN FOZDAR

Designation: MANAGER (FINANCE)

Signature: B.S. fozdar

2. Name: PRYUSH TANDON

Designation: MANAGER (FINANCE)

Signature: [Signature]

Signature: A.P. Palamwar
Name: A. D. PALAMWAR

Designation: Director (Operation)

Seal:



Witness:

1. Name: D.D. Wangikar

Designation: S.B. CCP?

Signature: [Signature]

2. Name: Subhash Gupta

Designation: Dy EE

Signature: [Signature]

EXHIBIT C

(1) Contract Price (TARIFF):

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWh	Capacity Utilisation Factor %	Energy Proposed to be Delivered MUs
1	1 st Year of Operation	3.50	20.0	4.2
2	2 nd Year of Operation	3.65	20.0	4.2
3	3 rd Year of Operation	3.80	20.0	4.2
4	4 th Year of Operation	3.95	20.0	4.2
5	5 th Year of Operation	4.10	20.0	4.2
6	6 th Year of Operation	4.25	20.0	4.2
7	7 th Year of Operation	4.40	20.0	4.2
8	8 th Year of Operation	4.55	20.0	4.2
9	9 th Year of Operation	4.70	20.0	4.2
10	10 th Year of Operation	4.85	20.0	4.2
11	11 th Year of Operation	5.00	20.0	4.2
12	12 th Year of Operation	5.15	20.0	4.2
13	13 th Year of Operation	5.30	20.0	4.2



For MSEDCL

Director (O)

**Wind Energy Purchase Agreement
(Group III)**

For

1.6 MW Wind Power Project

(2 No. X 800 kW Enercon make)

at Village Agadgaon (Khandke),

Tal: & Dist: Ahmednagar

Between

M/s ROARING 40th WIND FARMS (KHANDKE) PRIVATE LIMITED

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED



X 162627

- 1 OCT 2007

उपकीर्णान्तरं प्रविष्टान्तरं
कोशान्तरं, पुनः करितम्

BETWEEN

M/s Roaring 40^s Wind Farms (Khandke) Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956; with its registered Office at 302, Boston House, Suren Road, CTS No. 260-261, Andheri (East), Mumbai - 400 093, hereinafter referred to as the "Seller " [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns]



5

For MSEDCL
Director (Fin.)



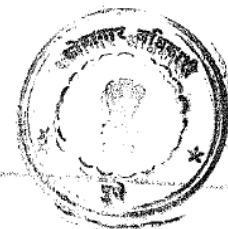
महाराष्ट्र MAHARASHTRA

X 162626

6690e 4 OCT 2007

दिनांक _____ रूपरं 40 SANGIETAA LOKANDE

नाम शेरिङ्गा वॉस विन्सफार्म प्रा. लि. स्टैम्प वेंडर
पत्ता अंबारी ईस्ट मुंबई ७३ ग्रीनोड हॉटेल कम्पाउंड
माली. नं. हवेली नं. २१७-
फ़ोन-४९९००९
माल मान धारेश्वर



7 OCT 2007

उपकीर्णगार अधिकारी
कोषगार, पुणे ज़रिफ़

AND

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a Company registered under the Companies Act 1956 (1 of 1956), established as per the Govt. of Maharashtra decision under the provision of Part XIII (Reorganisation of the Board) of the Electricity Act 2003, having its Registered Office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051 formerly the Maharashtra State Electricity Board (MSEB), a statutory Board constituted under the erstwhile Electricity (Supply) Act 1948, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "MSEDCL / Purchaser" (which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)



For MSEDCL

~~Director (Fin.)~~

to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 2 No. 800 kW each Wind Turbines and associated equipment having a maximum installed capacity of 1.6 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

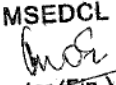
The facility shall be located on the Site and shall be identified as M/s Roaring 40th Wind Farms (Khandke) Private Limited. The address of the Facility is at Gut No. 300 and 303 of Village Agadgaon (Khandke), Tal: & Dist: Ahmednagar. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:



For MSEDCL


Director (Fin.)

- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.



IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.

Seller: MSEDCL/Purchaser

M/s ROARING 40th WIND FARMS

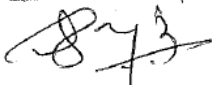
(KHANDKE) PRIVATE LIMITED

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)


Signature: 
Name: Mahesh Mahajan
Designation: Director
Seal: 


Signature: _____
Name: Arijit K. Ghosh
Designation: For MSEDCL
Seal: Director (Fin.)

Witness:

1. Name: Sanjay Pawar
Designation: Commercial Specialist
Signature: 

Witness:

1. Name: D.D. Wangikar
Designation: S.B.CCP
Signature: 

2. Name: Satish Shetty
Designation: Dra - Agency
Signature: 


2. Name: Subhash Gupta
Designation: Dg EE
Signature: 

EXHIBIT C

(1) Contract Price (TARIFF):

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWh	Capacity Utilisation Factor %	Energy Proposed to be Delivered MUs
1	1 st Year of Operation	3.50	20.0	2.8
2	2 nd Year of Operation	3.65	20.0	2.8
3	3 rd Year of Operation	3.80	20.0	2.8
4	4 th Year of Operation	3.95	20.0	2.8
5	5 th Year of Operation	4.10	20.0	2.8
6	6 th Year of Operation	4.25	20.0	2.8
7	7 th Year of Operation	4.40	20.0	2.8
8	8 th Year of Operation	4.55	20.0	2.8
9	9 th Year of Operation	4.70	20.0	2.8
10	10 th Year of Operation	4.85	20.0	2.8
11	11 th Year of Operation	5.00	20.0	2.8
12	12 th Year of Operation	5.15	20.0	2.8
13	13 th Year of Operation	5.30	20.0	2.8



**Wind Energy Purchase Agreement
(Group III)**

For

0.8 MW Wind Power Project

(1 No. X 800 kW Enercon make)

at Village Agadgaon (Khandke),

Tal: & Dist: Ahmednagar

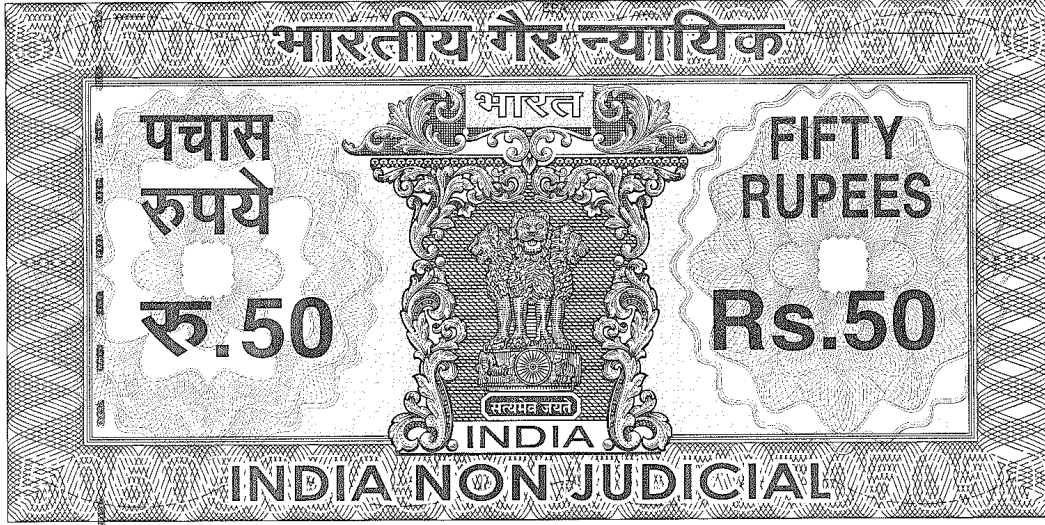
Between

M/s ROARING 40^s WIND FARMS (KHANDKE) PRIVATE LIMITED

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED





महाराष्ट्र MAHARASHTRA

X 162629

669 92 - 4 OCT 2007
दिनांक 4 OCT 2007
रुपये 40/-
SANGIETAA LOKANDE
नाम रोहित वेंकट विठ्ठल फामि
पत्ता अहोरी वस्त्र सुवर्ण 3
हस्त 88
सालन घाटेश्वर
सॅम्य व्हेंडर
मिडिल हॉटेल कम्पाउंड
ला. नं. हवेली नं. 2(90
पुणे - 411 009



- 7 OCT 2007

उपस्थितार अधिकारी
कोषागार, पुणे करित

THIS WIND ENERGY PURCHASE AGREEMENT [the "Agreement") is made this
31st day of December 2007.

BETWEEN

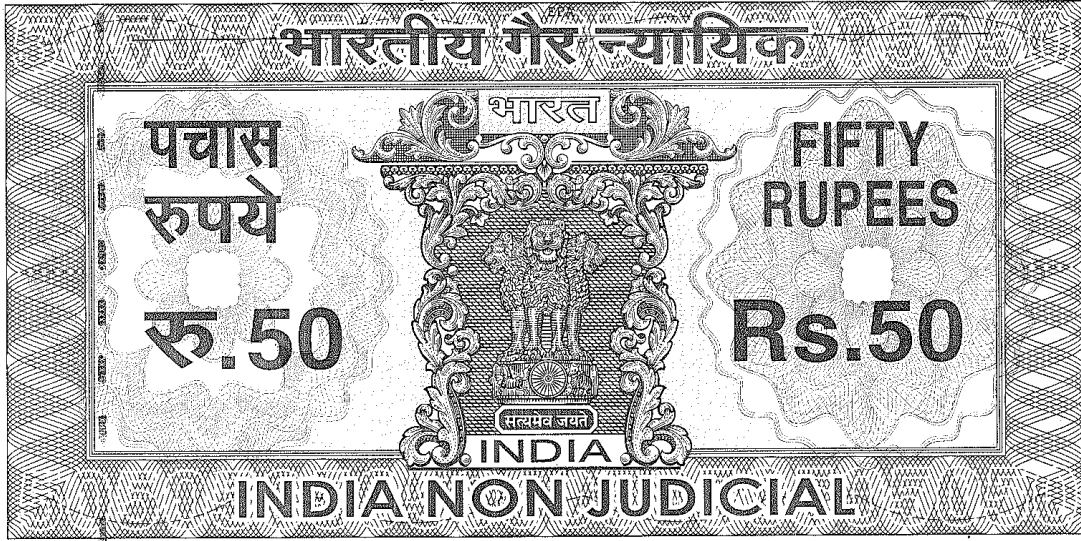
M/s Roaring 40° Wind Farms (Khandke) Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956; with its registered Office at 302, Boston House, Suren Road, CTS No. 260-261, Andheri (East), Mumbai - 400 093, hereinafter referred to as the "Seller " [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns]



5

For MSEDCL

Director (Fin.)



महाराष्ट्र MAHARASHTRA

X 162628

66999 4 OCT 2007
दिनांक 4 OCT 2007 रुपय 400
Sangietee
SANGIETAA LOKANDE
नाम रोहित यश विन्ड फार्म प्रा. लि.
पत्ता सोवरी इलेक्ट्रिकल प्रो. 73
हस्ताक्षर राहुन हारेश्वर
स्टॅम्प व्हेंडर
मोबाइल नं. 9899 009
ला. नं. हवेली नं. 2(9)



1 OCT 2007

महाराष्ट्र राज्य विद्युत वितरण कंपनी लि.
पुणे, पुणे कार्यालय

AND

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a Company registered under the under the Companies Act 1956 (1 of 1956), established as per the Govt. of Maharashtra decision under the provision of Part XIII (Reorganisation of the Board) of the Electricity Act 2003, having its Registered Office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051 formerly the Maharashtra State Electricity Board (MSEB), a statutory Board constituted under the erstwhile Electricity (Supply) Act 1948, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "MSEDCL / Purchaser" (which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)



For MSEDCL

Director (Fin.)

AS WHEREAS the Seller desires to develop, design, construct, own and operate a Wind Generating Facility with an expected Installed Capacity of 0.8 MW(1 No. X 800 kW each of M/s Enercon (I) Limited make WECs) at Village Agadgaon (Khandke) Tal. & Dist. Ahmednagar, hereinafter referred to as the "Facility".

and

AS WHEREAS the Seller desires to interconnect the Facility with the State Grid as advised by the MSEDCL and sell and deliver to MSEDCL at the point of Delivery, 100 % of the Wind Energy produced by the Facility from the date of commissioning of the Wind project.

and

AS WHEREAS the MSEDCL as a Utility under the Renewable Purchase Obligation (RPO) has agreed to buy the Wind Energy generated from the Seller's Facility from the date of commissioning of the wind power project in accordance with and subject to the terms and conditions of this Agreement. This EPA will be governed by RPS order dated 16.08.2006 issued by MERC.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to the following:

ARTICLE-I

DEFINITIONS AND RULES OF CONSTRUCTION

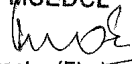
Section 1.01: Rules of Construction:

The capitalised terms listed in this Article shall have the meanings set forth herein whenever the term appears in this Agreement either in the singular or plural. Other terms (whether in capital or not) used in this Agreement but not listed in this Article shall have the meanings as commonly used in the English language and where applicable, in Standard Utility Practises and accepted technical or trade parlance. In addition the following rules of interpretation shall apply:

- [i] References to "Articles", "Sections" or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- [ii] The Exhibits attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the



For MSEDCL


Director (Fin.)

to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of 1 No. 800 kW each Wind Turbines and associated equipment having a maximum installed capacity of 0.8 MW. Exhibit A to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

The facility shall be located on the Site and shall be identified as M/s Roaring 40^s Wind Farms (Khandke) Private Limited. The address of the Facility is at Gut No. 305 of Village Agadgaon (Khandke), Tal: & Dist: Ahmednagar. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in Exhibit B to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:



For MSEDCL

Director (Fin.)

- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.


Seller:

MSEDCL/Purchaser

M/s ROARING 40^S WIND FARMS

(KHANDKE) PRIVATE LIMITED

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)

Signature: 

Name: Manish Mahajan

Designation: Director

Seal:

Signature: _____

Name: Arijit K. Ghosh

Designation: For MSEDCL

Seal:

Director (Fin.)

Witness:

1. Name: Sanjay Pawar

Designation: Commercial Specialist

Signature: 

2. Name: Satish Shetty

Designation: Dr. Finance

Signature: 

Witness:

1. Name: D. D. Wangkhar

Designation: S.E. CCP

Signature: 

2. Name: Subhash Gupta

Designation: Dy. EE

Signature: 

EXHIBIT C

(1) Contract Price (TARIFF):

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWh	Capacity Utilisation Factor %	Energy Proposed to be Delivered MUs
1	1 st Year of Operation	3.50	20.0	1.4
2	2 nd Year of Operation	3.65	20.0	1.4
3	3 rd Year of Operation	3.80	20.0	1.4
4	4 th Year of Operation	3.95	20.0	1.4
5	5 th Year of Operation	4.10	20.0	1.4
6	6 th Year of Operation	4.25	20.0	1.4
7	7 th Year of Operation	4.40	20.0	1.4
8	8 th Year of Operation	4.55	20.0	1.4
9	9 th Year of Operation	4.70	20.0	1.4
10	10 th Year of Operation	4.85	20.0	1.4
11	11 th Year of Operation	5.00	20.0	1.4
12	12 th Year of Operation	5.15	20.0	1.4
13	13 th Year of Operation	5.30	20.0	1.4



**Wind Energy Purchase Agreement
(Group III)**

For

1.6 MW Wind Power Project

(2 No. X 800 kW Enercon make)

at Village Bardari (Khandke),

Tal: & Dist: Ahmednagar

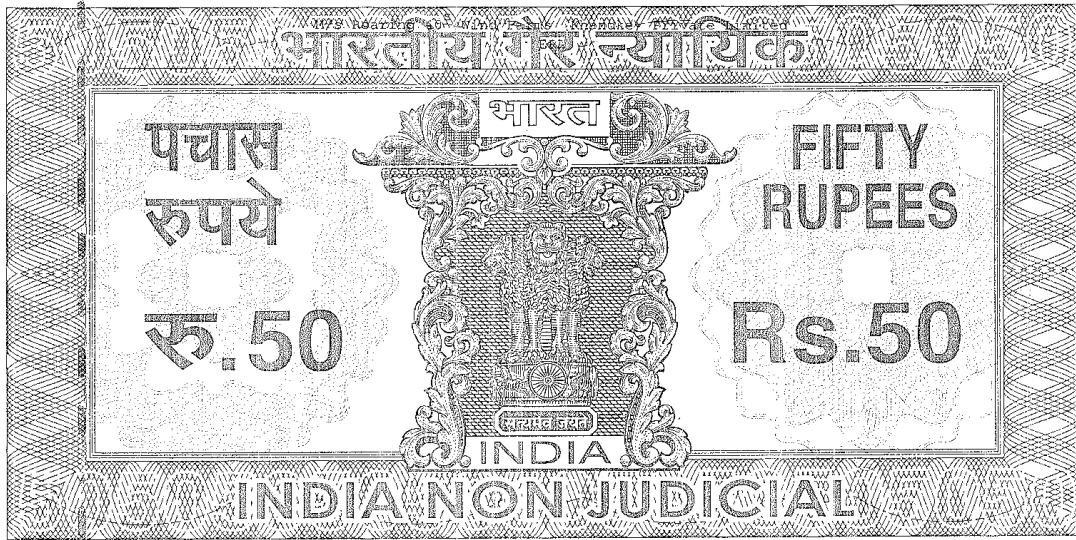
Between

M/s ROARING 40^s WIND FARMS (KHANDKE) PRIVATE LIMITED

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED





महाराष्ट्र MAHARASHTRA

X 584564

10935
दिनांक 10 OCT 2007
रुपये 406
Sanghvi
SANGIETAA LOKANDE
नाम श्री रीणा योड विठ्ठल म्हात्रा पुन्य वेंडर
पत्ता अंधेरी मुंबई 16
हस्त शाश्वत
मोबाईल नं. 2(90)
पुन - 899 000



10 OCT 2007

उप निदेशक अधीक्षक
अंधेरी, पुणे जिल्हा

THIS WIND ENERGY PURCHASE AGREEMENT [the "Agreement") is made this 06 day of March, 2008.

BETWEEN

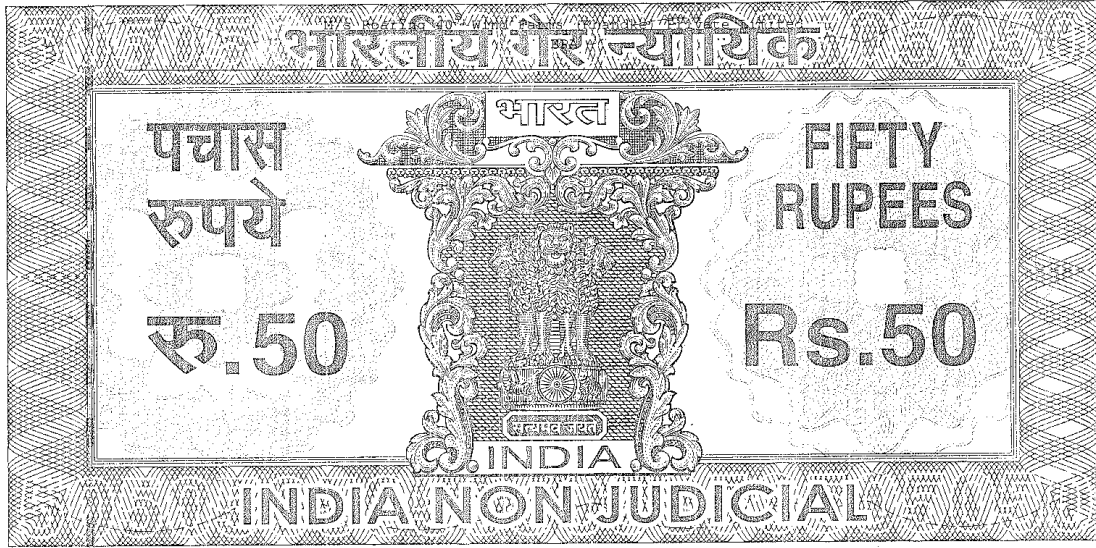
M/s Roaring 40^s Wind Farms (Khandke) Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956; with its registered Office at 302, Boston House, Suren Road, CTS No. 260-261, Andheri (East), Mumbai - 400 093, hereinafter referred to as the "Seller " [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns]



5

For MSEDCL

Director (Fin.)



महाराष्ट्र MAHARASHTRA

X 584562

15 OCT 2007
(09) 36 दिनांक 40 SANGIETAA LOKANDE
नाम शोरींगा योंड विन्डफार्म स्टॅम्प व्हेंडर
पत्ता अंधोरी मुंबई 401101 विन्ड हॉटेल कम्पाउंड
हस्ते शाशीधर डी. लॉ. नं. हवेली नं. 2(90)
पृष्ठ - 899 009



15 OCT 2007
उप निदेशक न्यायिक
कोषागार, पुणे शरीर

AND

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a Company registered under the under the Companies Act 1956 (1 of 1956), established as per the Govt. of Maharashtra decision under the provision of Part XIII (Reorganisation of the Board) of the Electricity Act 2003, having its Registered Office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051 formerly the Maharashtra State Electricity Board (MSEB), a statutory Board constituted under the erstwhile Electricity (Supply) Act 1948, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "MSEDCL / Purchaser" (which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)



6

For MSEDCL
Director (Fin.)

AS WHEREAS the Seller desires to develop, design, construct, own and operate a Wind Generating Facility with an expected Installed Capacity of **1.6 MW(2 No. X 800 kW each of M/s Enercon (I) Limited make WECs) at Village Bardari (Khandke) Tal. & Dist. Ahmednagar**, hereinafter referred to as the "Facility".

and

AS WHEREAS the Seller desires to interconnect the Facility with the State Grid as advised by the MSEDCL and sell and deliver to MSEDCL at the point of Delivery, 100 % of the Wind Energy produced by the Facility from the date of commissioning of the Wind project.

and

AS WHEREAS the MSEDCL as a Utility under the Renewable Purchase Obligation (RPO) has agreed to buy the Wind Energy generated from the Seller's Facility from the date of commissioning of the wind power project in accordance with and subject to the terms and conditions of this Agreement. This EPA will be governed by RPS order dated 16.08.2006 issued by MERC.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to the following:

ARTICLE-I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01: Rules of Construction:

The capitalised terms listed in this Article shall have the meanings set forth herein whenever the term appears in this Agreement either in the singular or plural. Other terms (whether in capital or not) used in this Agreement but not listed in this Article shall have the meanings as commonly used in the English language and where applicable, in Standard Utility Practises and accepted technical or trade parlance. In addition the following rules of interpretation shall apply:

- [i] References to "Articles", "Sections" or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- [ii] The Exhibits attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the



For MSEDCL

Director (Fin.)

to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of **2 No. 800 kW each Wind Turbines** and associated equipment having a maximum installed capacity of **1.6 MW**. **Exhibit A** to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

The facility shall be located on the Site and shall be identified as **M/s Roaring 40th Wind Farms (Khandke) Private Limited**. The address of the Facility is at **Gut No. 199 of Village Bardari (Khandke), Tal: & Dist: Ahmednagar**. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in **Exhibit B** to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:



For MSEDCL
[Signature]
Director (Fin.)

- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.

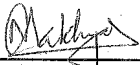
Seller:


MSEDCL/Purchaser



M/s ROARING 40th WIND FARMS

(KHANDKE) PRIVATE LIMITED

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)

Signature: 
Name: Mahesh Mahiya
Designation: Director
Seal:

Signature: _____
Name: Ajit Ghosh.
Designation: For MSEDCL
Seal: 
Director (Fin.)

Witness:
1. Name: Sanjay Pawar
Designation: Commercial Specialist
Signature: 
2. Name: A P RAO
Designation: MANAGER-BD
Signature: 



Witness:
1. Name: D D. Wangikar
Designation: S. B. CCP
Signature: 
2. Name: Subhash Gupta
Designation: Dy EG
Signature: 



EXHIBIT C

(1) Contract Price (TARIFF):

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWh	Capacity Utilisation Factor %	Energy Proposed to be Delivered MUs
1	1 st Year of Operation	3.50	20.0	2.8
2	2 nd Year of Operation	3.65	20.0	2.8
3	3 rd Year of Operation	3.80	20.0	2.8
4	4 th Year of Operation	3.95	20.0	2.8
5	5 th Year of Operation	4.10	20.0	2.8
6	6 th Year of Operation	4.25	20.0	2.8
7	7 th Year of Operation	4.40	20.0	2.8
8	8 th Year of Operation	4.55	20.0	2.8
9	9 th Year of Operation	4.70	20.0	2.8
10	10 th Year of Operation	4.85	20.0	2.8
11	11 th Year of Operation	5.00	20.0	2.8
12	12 th Year of Operation	5.15	20.0	2.8
13	13 th Year of Operation	5.30	20.0	2.8



For MSEDCL

Director (Fin.)

**Wind Energy Purchase Agreement
(Group III)**

For

0.8 MW Wind Power Project

(1 No. X 800 kW Enercon make)

at Village Ratadgaon (Khandke),

Tal: & Dist: Ahmednagar

Between

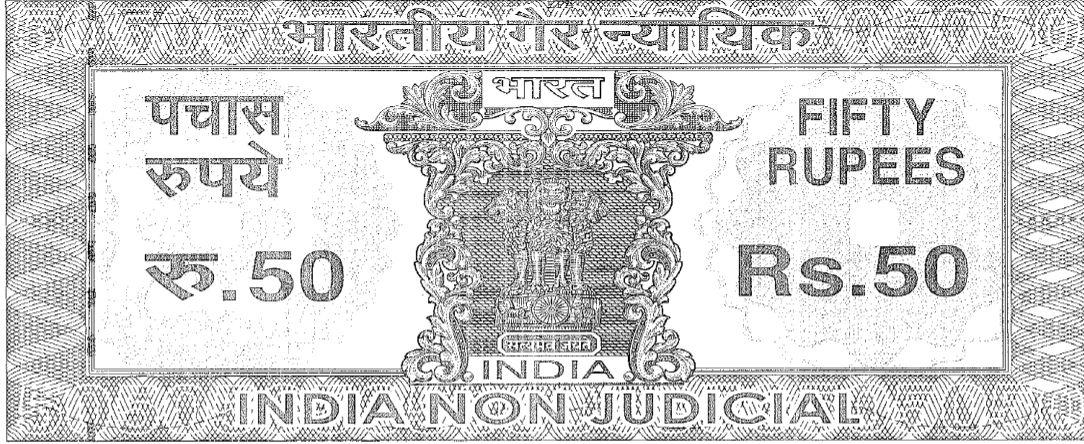
M/s ROARING 40th WIND FARMS (KHANDKE) PRIVATE LIMITED

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED



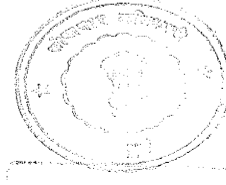
**Director (Finance)
Roaring 40th Wind Farms (Khandke) Private Limited Co. Ltd.**



महाराष्ट्र MAHARASHTRA

X 652835

992002/10/04 40L SANGHAR
दिनांक १०/१०/०४
पत्ता २०२, बॉस्टन हाउस, सुरेन रोड, एण्दरी (ईस्ट), मुंबई - ४०० ०९३
प्रति श्री. अ. व. क. मु. व. क. प्र. १०० नं. २ (१०)
मन रॉक



28 DEC 2007

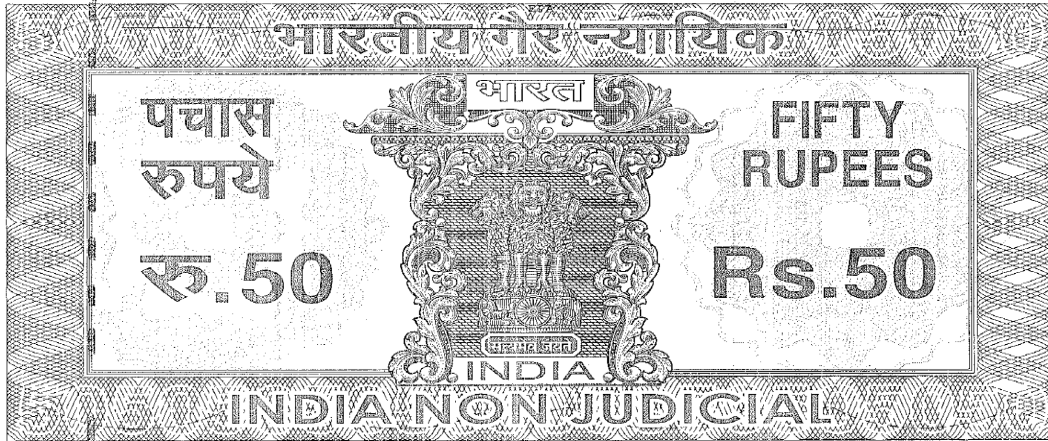
THIS WIND ENERGY PURCHASE AGREEMENT [the "Agreement"] is made this
06 day of March, 2008

BETWEEN

M/s Roaring 40^s Wind Farms (Khandke) Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956; with its registered Office at 302, Boston House, Suren Road, CTS No. 260-261, Andheri (East), Mumbai - 400 093, hereinafter referred to as the "Seller" [which expression shall unless repugnant to the context or meaning thereof include its successor and assigns]



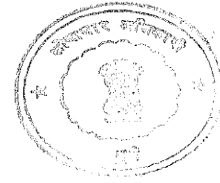
6



महाराष्ट्र MAHARASHTRA

X 652836

992003/9100 40 Sangheta
दिनांक रुपय 40 SANGHETAA LOKANDE
नाम रोहित फोटी जू विं 3 फा महेजि हटिल कम्पाउंड
पत्ता बांधारा क गुठ 54-16 ला. नं. हवेली नं. 2(10)
हस्त किं 5 नं 2005 पुण - 899 009



AND

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a Company registered under the Companies Act 1956 (1 of 1956), established as per the Govt. of Maharashtra decision under the provision of Part XIII (Reorganisation of the Board) of the Electricity Act 2003, having its Registered Office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051 formerly the Maharashtra State Electricity Board (MSEB), a statutory Board constituted under the erstwhile Electricity (Supply) Act 1948, with its Registered Office at Hong Kong Bank Building, 3rd Floor, M.G. Road, Fort, Mumbai 400 023, hereinafter referred to as the "MSEDCL / Purchaser" (which expression shall unless repugnant to the context or meaning thereof include its successor and assigns)



Witnessed by
M/s Roaring 40's Wind Farms (Khandke) Private Limited

AS WHEREAS the Seller desires to develop, design, construct, own and operate a Wind Generating Facility with an expected Installed Capacity of **0.8 MW(1 No. X 800 kW each of M/s Enercon (I) Limited make WECs) at Village Ratadgaon (Khandke) Tal. & Dist. Ahmednagar**, hereinafter referred to as the "Facility".

and

AS WHEREAS the Seller desires to interconnect the Facility with the State Grid as advised by the MSEDCL and sell and deliver to MSEDCL at the point of Delivery, 100 % of the Wind Energy produced by the Facility from the date of commissioning of the Wind project.

and

AS WHEREAS the MSEDCL as a Utility under the Renewable Purchase Obligation (RPO) has agreed to buy the Wind Energy generated from the Seller's Facility from the date of commissioning of the wind power project in accordance with and subject to the terms and conditions of this Agreement. This EPA will be governed by RPS order dated 16.08.2006 issued by MERC.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to the following:

ARTICLE-I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01: Rules of Construction:

The capitalised terms listed in this Article shall have the meanings set forth herein whenever the term appears in this Agreement either in the singular or plural. Other terms (whether in capital or not) used in this Agreement but not listed in this Article shall have the meanings as commonly used in the English language and where applicable, in Standard Utility Practises and accepted technical or trade parlance. In addition the following rules of interpretation shall apply:

- [i] References to "Articles", "Sections" or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- [ii] The Exhibits attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the



Director (Finance)
MSEDCL Ltd.

to any early termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination.

Section 4.02: Option to Renew:

Prior to the expiration of the Term then in effect, the Term may be renewed or extended only by mutual written agreement of the Parties hereto on terms and conditions mutually agreeable to the Parties.

Section 4.03: Pre-Commercial Operation Termination:

Either Party may terminate this Agreement if the regulatory approvals contemplated by Article 2 are not granted or are conditioned upon modification of this Agreement unless the party adversely affected by such modification agrees to it by written notice to the other Party given within thirty (30) days following receipt of a copy of such regulatory approval.

ARTICLE 5

FACILITY DESCRIPTION

Section 5.01 Summary Description:

The Seller shall construct, own, operate and maintain the Facility, which shall consist of **1 No. 800 kW each Wind Turbines** and associated equipment having a maximum installed capacity of **0.8 MW**. **Exhibit A** to this Agreement includes a complete written description of the Facility, including identification of the Wind Turbines and other equipment and components that make up the Facility.

Section 5.02: Location of the Facility:

The facility shall be located on the Site and shall be identified as **M/s Roaring 40th Wind Farms (Khandke) Private Limited**. The address of the Facility is at **Gut No. 205 of Village Ratadgaon (Khandke), Tal: & Dist: Ahmednagar**. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the ancillary facilities and the interconnection facilities is included in **Exhibit B** to this Agreement.

Section 5.03: General Design of the Facility:

The Seller shall design, construct, operate and maintain the Facility according to the permissions/sanctions mentioned in Article 3 and in accordance with the Standard Utility Practices, the relevant technical standards in terms of the Electricity Act 2003. The Seller shall ensure that the Facility at all times:

- [b] Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors in connection with the design, development, construction, operation and maintenance of the Facility and the satisfaction of Sellers obligations under this Agreement, including obligations imposed under the Permit or by law. If any such fees, fines, penalties or costs are claimed or assessed against MSEDCL by any governmental authority or other person, Seller shall indemnify and hold the MSEDCL harmless against any and all such fees, fines, penalties and costs suffered or incurred by the MSEDCL, including claims for indemnity or contribution made by third parties against the MSEDCL.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Wind Energy Purchase Agreement as of the day and year first above written.



Seller:


MSEDCL/Purchaser

M/s ROARING 40th WIND FARMS

(KHANDKE) PRIVATE LIMITED

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (MSEDCL)

Signature: 
Name: MAHESH MAHARIA
Designation: DIRECTOR
Seal: 

Signature: 
Name: A. Ghosh
Designation: Director (Fin)
Seal:

Witness:

1. Name: Sanjay Pawar

Designation: Commercial Specialist

Signature: 

2. Name: A P RAO


Designation: MANAGER

Signature: 

Witness:

1. Name: D. D. Wangikar

Designation: S.E.C.C.P.

Signature: 

2. Name: A.C. Moolgalkar

Designation: J.E.

Signature: 



Director (Finance)
MSED Co. Ltd.

EXHIBIT C

(1) Contract Price (TARIFF):

Sr. No	Year of Commercial Operation	Firm Contract Price Rs/KWh	Capacity Utilisation Factor %	Energy Proposed to be Delivered MUs
1	1 st Year of Operation	3.50	20.0	2.8
2	2 nd Year of Operation	3.65	20.0	2.8
3	3 rd Year of Operation	3.80	20.0	2.8
4	4 th Year of Operation	3.95	20.0	2.8
5	5 th Year of Operation	4.10	20.0	2.8
6	6 th Year of Operation	4.25	20.0	2.8
7	7 th Year of Operation	4.40	20.0	2.8
8	8 th Year of Operation	4.55	20.0	2.8
9	9 th Year of Operation	4.70	20.0	2.8
10	10 th Year of Operation	4.85	20.0	2.8
11	11 th Year of Operation	5.00	20.0	2.8
12	12 th Year of Operation	5.15	20.0	2.8
13	13 th Year of Operation	5.30	20.0	2.8



Director (Finance)
MSED Co. Ltd.