



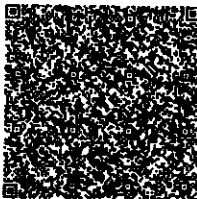
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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ06495123014961V
Certificate Issued Date : 18-Jul-2023 01:17 PM
Account Reference : IMPACC (SV)/ gj13169504/ SURAT/ GJ-SU
Unique Doc. Reference : SUBIN-GJGJ1316950438675472973674V
Purchased by : JUBILANT INFRASTRUCTURE LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : JUBILANT INFRASTRUCTURE LIMITED
Second Party : DAKSHIN GUJARAT VIJ COMPANY LIMITED
Stamp Duty Paid By : JUBILANT INFRASTRUCTURE LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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Statutory Alert.

1. The authenticity of this Stamp certificate should be verified at www.shelvestamp.com/ or using a Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT BETWEEN DAKSHIN GUJARAT VIJ COMPANY LIMITED AND M/S JUBILANT INFRASTRUCTURE LIMITED FOR SUPPLY OF POWER TO M/S JUBILANT INFRASTRUCTURE LTD IN SEZ AREA AS A LICENSEE

THIS AGREEMENT IS MADE ON THIS 18th day of JULY-2023 by & between:

- (1) **JUBILANT INFRASTRUCTURE LIMITED** is Special Economy Zone (SEZ) Developer and distribution licensee as per SEZ Act 2005 and MOCI, Gol Notification No: 528 (E) dated 3rd March 2010. This licensee is having office at Plot No: 5, Vilayat G1DC, Taluka: Vagara, Dist: Bharuch (hereinafter referred to as "M/S JUBILANT INFRASTRUCTURE LTD," party hereto of the First Part)

And

- (2) **DAKSHIN GUJARAT VIJ COMPANY LIMITED, SURAT**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at "URJASADAN", Nana Varachha Road, Kapodara Char Rasta, SURAT- 395 006 (hereinafter referred to as "DGVCL", party hereto of the Second Part)

WHEREAS

- (a) **M/S JUBILANT INFRASTRUCTURE LTD** is deemed licensee for distribution of power in Vilayat GIDC area as notified by Government India, Notification No 194 dated 11th February 2008.
- (b) As s licensee, **M/S JUBILANT INFRASTRUCTURE LTD** is responsible for providing reliable and quality power supply to its consumers in its licensed area as per their requirements.
- (c) **M/S JUBILANT INFRASTRUCTURE LTD** has proposed for sourcing power from **DGVCL** for meeting its power requirement for **M/S JUBILANT INFRASTRUCTURE LTD** licensed area.
- (d) The rate for supply of power by **DGVCL** to **M/S JUBILANT INFRASTRUCTURE LTD** is the mutually agreed tariff between **DGVCL** and **M/S JUBILANT INFRASTRUCTURE LTD** from time to time.



AND, WHEREAS:

- (a) DGVCL is the Distribution Company of the unbundled utilities of erstwhile Gujarat Electricity Board as per "Gujarat Electricity Reorganization Comprehensive Transfer Scheme, 2003".
- (b) DGVCL has been entrusted the functions of supply and distribution of electricity in Southern part of the State of Gujarat.
- (c) DGVCL is agreeable to supply power to M/S JUBILANT INFRASTRUCTURE LTD for requirement of power for their license area on the terms and conditions specified in this agreement.
- (d) M/S JUBILANT INFRASTRUCTURE LTD, as a licensee desires for purchase of 8 MW power of from DGVCL and DGVCL is willing to sell power to M/S JUBILANT INFRASTRUCTURE LTD for supplying same in Licensee Area per terms & conditions of this agreement.

Now,

Therefore, in consideration of the premise and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

1. Supply of Power:-

The supply of power by DGVCL to M/S JUBILANT INFRASTRUCTURE LTD, for their licensee area, will be made through receiving stations of M/S JUBILANT INFRASTRUCTURE LTD.

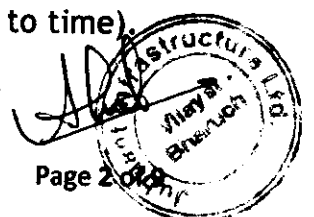
2. Scheduling Metering and Energy Accounting:-

i. Scheduling of Power

The Methodology of requisition and scheduling of power shall be as per Gujarat Electricity Regulatory Commission Intra-State ABT Mechanism, Grid Code / Indian Electricity Grid Code i.e. GEGC / IEGC (as revised from time to time).



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ii. Metering

The provisions regarding meter testing, calibration and reading and all matters incidental there to shall be as per CEA Metering Regulations, GEGC /IEGC/CEA's regulation related to metering and applicable ABT regulations notified from time to time.

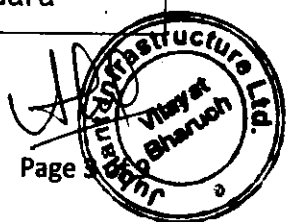
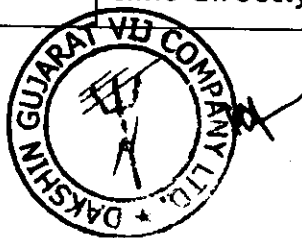
iii. Energy Accounting

State Energy account (SEA) shall be prepared by State Load dispatch Centre and DGVCL shall prepare and submit the monthly bill to M/S JUBILANT INFRASTRUCTURE LTD on the basis of such State Energy Accounts. The SEA shall be binding to all parties for billing and payment purpose.

3. Tariff:

The tariff for supply of electricity to M/S JUBILANT INFRASTRUCTURE LTD shall be as per following terms and conditions:

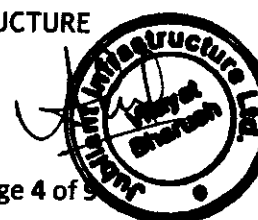
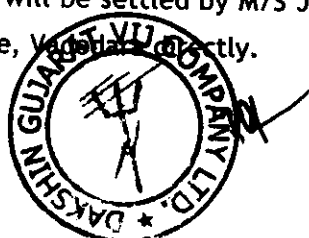
Sr. No.	Billing Component	Rate under agreement for supply as licensee
1	Capacity Charges applicable on full contracted capacity	Rs. 530/KVA/Month
2	Energy Charges Rates	Rs.4.55/KWh
3	Recovery of Incentive charges: (In case availability is in excess of 80% on cumulative basis)	Rs. 0.25/Kwh
4	TIME OF USE CHARGES Additional charge for the energy scheduled during the two peak periods, i.e., 07.00 Hrs to 11.00 Hrs and 18.00 Hrs to 22.00 Hrs	100 Paise per Unit
5	Reactive Charge	Reactive charges will be recovered as per GERC Grid Code and relevant provisions applicable from time to time directly by SLDC-Vadodara



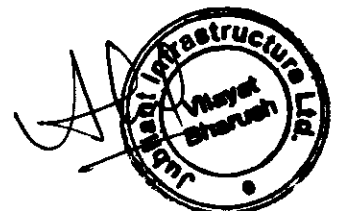
6	FPPPA Charges	Entire FPPPA charge worked out from time to time in accordance with the approved formula of GERC will be applicable.
7	Meter Charges	The meter charge is chargeable at Rs.750 per month for each meter.
8	Minimum Bills	The amount equivalent to the Capacity charges shall formulate monthly Minimum Bill payable.
9	Delayed Payment Charges	<ul style="list-style-type: none"> • No delayed Payment charges, if the bill is paid within ten days from the date of billing. • Delayed Payment Charges are payable at the rate of 18% per annum, from the date of billing till the date of payment, if the bill is paid after 10 days from the date of billing. • The above delayed payment charges does not take away the right of disconnecting / discontinuing the supply for nonpayment of the bills, electricity duty, if any, and other charges due to DGVCL
10	Effective Date and tenure of the Agreement	Applicable with effect from date of commencement of Power supply to One year.
11	Scheduling of Power	Shall require to schedule power on day ahead basis in accordance with GERC Intra State ABT order & GERC Open access Regulations as amended from time to time.
12	UI/DSM charges	Shall be settled with SLDC directly.

Note:

1. Capacity Charges per KW proposed as mentioned above are applicable on the contracted capacity. If the cumulative availability is less than 80%, the capacity charges shall be payable proportionately.
2. In case availability is in excess of 80% (on cumulative basis), the incentive @ 25 paise/ KWh is to be paid by M/S JUBILANT INFRASTRUCTURE LTD.
3. Unscheduled Interchange of power will be settled by M/S JUBILANT INFRASTRUCTURE LTD with State Load Dispatch Centre, Vadodra directly.



- i. M/S JUBILANT INFRASTRUCTURE LTD will pay above tariff which is applicable for the present and as revised from time to time. M/S JUBILANT INFRASTRUCTURE LTD being ultimately to be licensee, the rate of sale of power by DGVCL will be subject to change as per the mutual consent of both the parties. Either party may give 3 months' notice for change in tariff. If no agreement is reached within this period, DGVCL will have no responsibility to supply power to M/S JUBILANT INFRASTRUCTURE LTD and M/S JUBILANT INFRASTRUCTURE LTD may make their own arrangements.
- ii. M/S JUBILANT INFRASTRUCTURE LTD have obtain and maintain license certificate from GERC bearing license No-12.
- iii. M/S JUBILANT INFRASTRUCTURE LTD can distribute this single point power supply in SEZ area only and is not allowed to distribute power in DTA as per the provisions of SEZ Act / Regulations and Electricity Act 2003.
- iv. DGVCL shall make necessary arrangements for increasing the contracted capacity if required, for which it shall recover from M/s. M/S JUBILANT INFRASTRUCTURE LTD all the applicable Charges / Deposits / estimate of expenditure as is applicable for releasing load to a HTP-I consumer.
- v. M/s. M/S JUBILANT INFRASTRUCTURE LTD is required to open an irrevocable automatic revolving Letter of Credit (LC) in favour of DGVCL equivalent to 1.5 times of monthly bill at normative level, valid for term of agreement.
- vi. M/S JUBILANT INFRASTRUCTURE LTD shall allow open access on its distribution network, in case DGVCL would like to supply power to consumers in SEZ area.



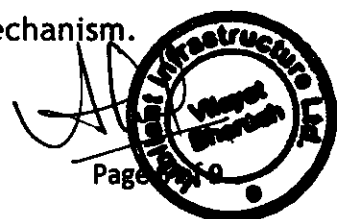
4. Billing

The charges under this agreement shall be billed by DGVCL and shall be paid by M/S JUBILANT INFRASTRUCTURE LTD in accordance with following provisions

- i. DGVCL shall present the bill at the end of each calendar month as per State Energy Account issued by Gujarat SLDC, Vadodara.
- ii. The monthly bill shall be aggregate charges in accordance with provisions of this agreement. If for certain reason some of the charges which otherwise are in accordance with the provisions of this agreement cannot be included in the main monthly bill, such charges shall be billed as soon as possible through Supplementary Bill.
- iii. The Bills of DGVCL shall be paid in full subject to condition that there is no apparent arithmetic error, bills are claimed as per tariff and are in accordance with SEA issued by SLDC.
- iv. M/S JUBILANT INFRASTRUCTURE LTD shall pay 100% of the bill amount and file a written objection with DGVCL within 45 days of presentation of bill giving the details of item disputed and amount disputed against each item. The above dispute shall be resolved within 90 days of receipt of written objection
- v. In case dispute is not resolved amicably and in the event it is decided to proceed the matter with Commission, M/S JUBILANT INFRASTRUCTURE LTD shall continue to pay 100% of bill amount and refer the dispute to Commission.

5. Payment Security Mechanism:-

M/S JUBILANT INFRASTRUCTURE LTD shall open an irrevocable automatic revolving Letter of Credit (LC) in favour of DGVCL equivalent to 1.5 times of monthly bill at normative level, valid for term of agreement at the time of execution of this agreement as Payment Security Mechanism.



6. Settlement of Dispute:-

All differences and disputes between the parties arising out of in connection with this agreement shall be mutually discussed and resolved within 90 days.

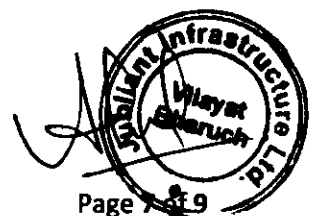
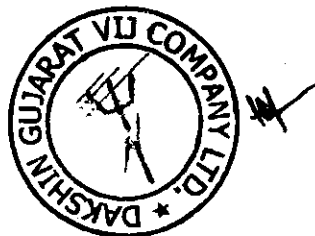
In the event parties are unable to resolve the dispute or claim relating to or arising under this agreement through mutual discussion shall be referred within 15 days to the Gujarat Electricity Regulatory Commission (GERC).

7. 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 this agreement to the extent that such failure is due to Force Majeure Event such as war, rebellion, mutiny, civil war, commotion, strike and lockout of general nature affecting the entire power industry, forces of nature, accident, act of God and any other reason beyond the control of concerned party. Any party claiming the benefit of clause shall reasonably satisfy the other party of existence of such event and give written notice within a reasonable time to other party to this effect. Generation and drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or cease to exist.

8. Implementation of Agreement:

All discretions to be exercised in directions, approvals, consent and notices to be given and actions to be taken under this presents unless otherwise expressly provided herein, shall be exercised and given by signatory to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to other party by Registered Post. Any other nomination of authorized representative(s) shall be informed likewise in writing to/by M/S JUBILANT INFRASTRUCTURE LTD/DGVCL within one month of signing of the Agreement.



9. Notice:

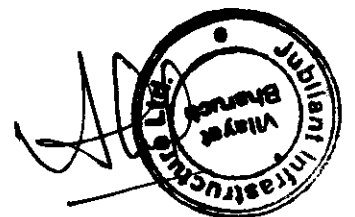
All notice required or referred to under this agreement shall be writing and signed by the respective authorized signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to other parties in term of clause no (i) above.

10. Effective date and duration of agreement:

This agreement shall come into force from date of commencement of power supply for all purposes and intent and shall remain operative up to One (1) year from date of commencement of power supply.

11. Successor and Assign:

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This agreement shall not be assigned by any party and no party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under the agreement other than mutual consent between the parties to be evidenced in writing.

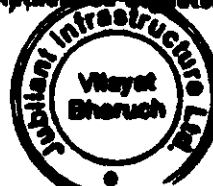


12. Communication:

The names of the officials and their addresses, for purpose of any communication in relation to the matters covered under this agreement shall be as under:

<p>In respect of the DGVCL</p> <p>Addl. Chief Engineer (C&R) Dakshin Gujarat Vij Company Limited</p>	<p>In respect of SEZ Distribution Licensee</p> <p>M/s Jubilant Infrastructure Ltd "SEZ Developer, Plot No-05, Vilayat GIDC, tal-Vagra, Dist-Bharuch-392012</p>
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The parties hereto, have put their signatures and seals in agreement to this agreement as under:

<p>FOR AND ON BEHALF OF M/s DGVCL</p> <p style="text-align: center;"><i>[Handwritten Signature]</i></p>	<p>FOR AND ON BEHALF M/s Jubilant Infrastructure Ltd</p> <p style="text-align: center;"><i>[Handwritten Signature]</i></p> <p style="text-align: center;">For JUBILANT INFRASTRUCTURE LIMITED</p>
<p>Authorized signatory (<i>H. R. Shah, CE (O&M)</i>) Chief Engineer (O&M) Dakshin Gujarat Vij Co. Ltd. Corporate Office : SURAT.</p>	<p>Authorized signatory (<i>Abhishek Sharma, V.P.</i>) </p>
<p>Witnesses</p> <p>1. <i>[Signature]</i> (<i>B. K. Patel. AEE</i>) (<i>CC&R</i>)</p> <p>2. <i>[Signature]</i> (<i>H. A. Desai</i>) (<i>COA(F)</i>)</p>	<p>Witnesses</p> <p>1. <i>[Signature]</i> (<i>Mahesh Mandwarya</i>) (<i>Sr. Director</i>)</p> <p>2. <i>[Signature]</i> (<i>[Signature]</i>)</p>

