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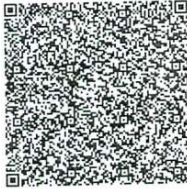


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Government of Uttar Pradesh

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Certificate No. : IN-UP77463824234208V
 Certificate Issued Date : 21-Nov-2023 10:47 AM
 Account Reference : NEWIMPACC (SV)/ up14043704/ GAUTAMBUDDH NAGAR 2/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1404370450580825925884V
 Purchased by : NTPC GREEN ENERGY LTD
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : NTPC GREEN ENERGY LTD
 Second Party : NTPC REL AND GVREL AND DVC
 Stamp Duty Paid By : NTPC GREEN ENERGY LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Share Purchase Agreement

Between

NTPC Green Energy Limited (NGEL) and NTPC Renewable Energy Limited (NTPC REL) and Green Valley Renewable Energy Limited (GVREL) and Damodar Valley Corporation (DVC)

बिमल गोपालाचारी / BIMAL GOPALACHARI
 Addl. General Manager (Business Development)
 अपर महाप्रबन्धक (व्यापार विकास)
 Addl. General Manager (Business Development)
 अपर महाप्रबन्धक (व्यापार विकास)
विनय गुरुदेव / VINAY GURUDEV
 Addl. General Manager (Operations)
 अपर महाप्रबन्धक (सामग्रीक लेखांकन)
 Addl. General Manager (Operations)
 अपर महाप्रबन्धक (सामग्रीक लेखांकन)

शैलेंद्रा / SHAILENDRA
 Chief Executive Officer
 अपर महाप्रबन्धक (सामग्रीक लेखांकन)
 Green Valley Renewable Energy Limited
 E-3, Eco-techno Park, Greater Noida-201308 (U.P.)

वसुधैव कुटुम्बकम् / Sr. General Manager
 नवीकरणीय ऊर्जा एवं ऊर्जा दक्षता
 दामोदर घाटी निगम Damodar Valley Corporation
 मुख्यालय, कोलकाता Head Quarters, Kolkata

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

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the "Agreement" is made and entered on this 21st day of **November** 2023 at Noida amongst:

NTPC Green Energy Limited (CIN: U40100DL2022GOI396282), a wholly owned subsidiary of NTPC Limited, incorporated under the provisions of the Companies Act, 2013 and having its registered office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area Lodi Road New Delhi – 110 003, (hereinafter referred to as "**NGEL/Buyer**"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns of the FIRST PART;

And

NTPC Renewable Energy Limited (CIN: U40107DL2020GOI371032), a wholly owned subsidiary of NGEL, incorporated under the provisions of the Companies Act, 2013 and having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi – 110 003, (hereinafter referred to as "**NTPC REL/Seller**"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns of the SECOND PART;

And

Green Valley Renewable Energy Limited (CIN: U40100DL2022GOI403638), a subsidiary of NTPC REL in joint venture with Damodar Valley Corporation incorporated under the provisions of the Companies Act, 2013 and having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area Lodhi Road, New Delhi – 110 003, (hereinafter referred to as "**GVREL**"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns of the THIRD PART.

And

Damodar Valley Corporation, established on 7th July 1948 by the Damodar Valley Corporation Act (Act No. XIV of 1948), having its registered office at DVC Towers, VIP Road, Kolkata – 700054 (hereinafter referred to as "**DVC**"), which expression shall, unless the context requires otherwise, include its successors, authorized representatives and permitted assigns of the FOURTH PART.

NGEL and NTPC REL, are hereinafter, where the context so permits, referred to individually as the "Party" and jointly as the "Parties". DVC and GVREL are hereinafter, where the context so permit, referred to individually as the "Confirming Party" and jointly as the "Confirming Parties."

RECITALS

- (A) **WHEREAS** NTPC REL and DVC executed a Joint Venture Agreement dated March 29, 2022, (the "JVA") to form a Public Limited Company, with equity



participation in the ratio 51:49 by NTPC REL and DVC, respectively, and to crystallize the rights and obligations of the joint venture partners.

- (B) **WHEREAS** GVREL was incorporated on August 25, 2022, as a subsidiary of NTPC REL in joint venture with DVC, with an authorised share capital of ₹10,00,000 (Rupees Ten Lakh) divided into 1,00,000 (One Lakh) equity shares of ₹10 (Rupees Ten only) each.
- (C) **WHEREAS** the GVREL is engaged in the business of development, operation, and maintenance of Renewable Energy Park and Project (s) in reservoirs and land owned by DVC.
- (D) **WHEREAS** NTPC REL and DVC collectively hold the entire issued, subscribed, and paid-up capital of ₹10,00,000 (Rupees Ten Lakh) divided into 1,00,000 (one Lakh) equity share of ₹10 each in the ratio of 51:49, respectively, in accordance with the terms of the JVA.
- (E) **WHEREAS** Clause 8.1 of the JVA read with Article 20.1 of the Articles of Association of GVREL, contemplates that both NTPC REL and DVC can transfer, sell, assign, mortgage or otherwise encumber its shareholdings / voting rights in GVREL to its Affiliate/Associate.
- (F) **WHEREAS** pursuant to the issuance of the National Monetisation Pipeline (NMP) by the Ministry of Finance on August 23, 2021, NTPC Limited has prepared an action plan for achieving the monetization target assigned to it in NMP. As part of the action plan, NTPC has analysed its business and in consultation with the Ministry of Power has determined the Renewable Energy Assets of NTPC for the purpose of monetization under the NMP and accordingly, has transferred its identified renewable assets including its shares in NTPC REL to NGEL, and accordingly, NTPC REL, now has proposed to transfer its shareholding in GVREL to NGEL.
- (G) **WHEREAS**, NTPC REL has decided to invoke Clause 8.1 of the JVA to transfer its entire 51,000 equity shares of GVREL of ₹10 each to NGEL, an affiliate of NTPC REL, upon the terms & conditions set forth in this Agreement and to crystallize the understanding between Parties and Confirming Parties with respect to the transfer of shareholders' and other related rights & obligations of NTPC REL contained under the JVA.

Now, therefore, in consideration of the premises and mutual agreements, covenants, representations, and warranties hereinafter contained and for the good and valuable consideration, the sufficiency of which is hereby acknowledged, by each Party and Confirming Party, the Parties and Confirming Parties hereby agree as follows:

1. Definitions

In this Agreement

- (a) The capitalised terms defined within quotations and/or parenthesis have the meanings so ascribed; and

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(b) The capitalised terms shall have the meaning set forth herein below unless the context otherwise requires:

- (i) "The Act" or "the said Act" means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof from time to time.
- (ii) "Agreement" shall mean this Share Purchase Agreement entered between NGEL and NTPC REL as Parties and DVC and GVREL as Confirming Parties, together with all Annexures and all instruments supplemental to or amending, modifying, or confirming this Agreement in accordance with the provisions of this Agreement.
- (iii) "Applicable Law" means any statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, or decree applicable to any of the Parties or to any of their respective Affiliates, properties, assets, officers, directors, or employees, as the case may be from time to time.
- (iv) "Business Day" means any day other than Sunday or a day on which the principal commercial banks located in New Delhi is not open for business during normal banking hours.
- (v) "JVA" shall mean Joint Venture Agreement dated March 29, 2022, entered into between NTPC REL and DVC.
- (vi) "Purchase Consideration" shall mean the amount payable by NGEL to NTPC REL as per Clause 2.4 of this agreement.
- (vii) "Sale Shares" shall mean entire equity shares of GVREL having face value of ₹10 per share held by NTPC REL and its nominees on the Transfer.
- (viii) "Transfer" shall mean completion of the transfer of 51,000 equity shares of GVREL held by NTPC REL and its nominees to NGEL and its nominees.

2. PURCHASE AND SALE OF SALE SHARES

- 2.1 Subject to the terms & conditions of this Agreement, NGEL shall acquire the whole of NTPC REL's interest in GVREL and NTPC REL's rights and obligations arising out of the JVA and Articles of Association of GVREL.
- 2.2 On the terms and subject to the conditions set forth in this Agreement, NTPC REL shall sell, transfer, convey, assign, and deliver to NGEL and its nominees, all the Sale Shares, free and clear of all encumbrances, and NGEL shall purchase, acquire and accept all of Sale Shares (including all rights, benefits, title and interest of NTPC REL and its nominees in and to such Sale Shares), in exchange for the Purchase Consideration payable in terms of this Agreement.

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- 2.3. Upon the transfer of Sale Shares from NTPC REL to NGEL (i) NGEL will become the absolute legal and beneficial owner of the Sale Shares, free and clear of all encumbrances with all rights & obligations, title and interest attached or accruing to them including the right to receive all distributions and dividends declared, paid or made in respect of the Sale Shares with effect from the Transfer, and (ii) NTPC REL shall neither have nor make any claim whatsoever in the title of or the benefits of the Sale Shares and on any account.
- 2.4 The consideration payable to NTPC REL, for the purchase of 51,000 equity shares of GVREL of ₹10 each, by NGEL shall be ₹5,10,000 (Rupees Five Lakh Ten Thousand).

2.5 **CONDITIONS PRECEDENT**

The following conditions/activities are required to be completed on or before the date of Transfer:

(a) Receipt by NTPC REL of the following:

- (i) The Purchase Consideration from NGEL, either by Demand Draft in favour of NTPC REL or by electronic transfer of the Consideration on NTPC REL's Bank Account No.921020013636047 at AXIS Bank, B2-B3, SECTOR 16 NOIDA, U.P.
- (ii) Certified true copy of the resolution of the Board of Directors of NGEL authorising execution of this Agreement and purchase, by NGEL, of 51,000 equity shares of GVREL of ₹10 each held by NTPC REL and its nominees at Purchase Consideration.
- (iii) NGEL shall have to provide all information/ documents required to execute share transfer deed.

(b) Receipt by NGEL of the following:

- (i) Acknowledgement of the receipt of the Purchase Consideration from NTPC REL.
- (ii) Certified true copy of the resolution of the Board of Directors of NTPC REL authorising execution of this Agreement and sale of 51,000 equity shares of GVREL of ₹10 each to NGEL and its nominees at Purchase Consideration.
- (iii) On receipt of Purchase Consideration from NGEL, NTPC REL shall provide all the original share certificate(s) for 51,000 equity shares of GVREL of ₹10 each.
- (v) NTPC REL shall have to affix or place applicable stamp duty on the duly filled and executed share transfer form.

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- (vi) NTPC REL shall have to execute the stamped transfer deed and file the same to GVREL, immediately.
- (c) Receipt by GVREL of the following:
 - (i) Certified true copies of the resolution of the Board of Directors of NGEL and NTPC REL authorising execution of this Agreement and sale / purchase of 51,000 equity shares of GVREL of ₹10 each at Purchase Consideration.
 - (ii) Duly executed share transfer deed from NTPC REL.

2.6 COVENANTS BY THE PARTIES

The Parties and Confirming Parties agrees and accept that as on the date of the Transfer: -

- (a) NGEL shall acquire whole of NTPC REL's interest, NTPC REL's rights, roles, responsibilities, and obligations arising out of the JVA, Articles of Association of GVREL or any declaration or statements, applications, documents, deeds, agreements etc. executed with DVC related to business operations of GVREL.
 - (b) NGEL in place of NTPC REL shall continue to comply with or be bound by all obligations under the JVA, the Articles of Association of GVREL and all rights thereunder shall remain enforced except and to the extent provided in this Agreement.
 - (c) Nominees of NTPC REL on the Board of GVREL shall remain and be regarded as nominees of NGEL, provided NGEL shall have the right to replace/ remove its nominee Directors at any time and from time to time as per JVA.
 - (d) Nominee of NTPC REL appointed as Chief Executive Officer of GVREL shall remain and be regarded as the nominee of NGEL, provided NGEL shall have the right to replace/ remove its nominee Chief Executive Officer at any time and from time to time as per JVA.
- 2.7 GVREL shall cease to have the right to, and shall not, use NTPC REL's name, brand name and/or logo after the Transfer.
- 2.8 Notwithstanding anything contained in this Agreement the Parties and Confirming Parties agrees that as of and after Transfer all the provisions relating to confidentiality contained in JVA shall continue to be in force.
- 2.9 On Transfer, NGEL and GVREL agrees and confirms that except as mentioned in 2.8 above, NTPC REL is discharged from all of its rights, duties, liabilities and obligations under the JVA and the Articles of Association of GVREL, and shall not be liable for any past, present or future actions, proceedings, accounts, claims, dues, damages, costs, losses, expenses, demands relating to or

connected with the JVA or to the GVREL's customers, employees or any third party including but not limiting to the West Bengal Electricity Regulatory Commission, West Bengal State Electricity Board, The Comptroller and Auditor General of India or any government organisations, any judicial or quasi-judicial authorities etc. and NGEL and GVREL hereby indemnifies and keep indemnified NTPC REL against all liabilities, claims, damages, actions, liens, losses etc. in respect of the above.

3. COMPLETION

For completion of Transfer, the following business shall be transacted:

- (a) GVREL shall conduct the meeting of the Board of Directors immediately to transact the following business of approving the transfer of shares from NTPC REL to NGEL and for calling an extra-ordinary general meeting or Annual General Meeting, as the case may be, of GVREL at shorter notice, if required, to modify the Memorandum of Association and Articles of Association of GVREL so as to give effect to this Agreement.
- (b) Subject to compliance of the Companies Act, 2013, NGEL shall procure an Extra-ordinary General Meeting or Annual General Meeting, as the case may be, of GVREL to pass a special resolution for modification of the Memorandum of Association and Articles of Association of GVREL.
- (c) GVREL shall deliver to NTPC REL:
 - (i) a certified true copy of the resolution of the Board of Directors approving the transfer of shares from NTPC REL to NGEL.
 - (ii) a certified true copy of the resolution of the Board of Directors of GVREL and meeting of the shareholders of GVREL approving modification of the Memorandum of Association and Articles of Association of GVREL.
 - (iii) a certified true copy of the relevant extracts of the register of members of GVREL confirming the Transfer and cessation of membership of NTPC REL from GVREL.
 - (iv) copies of all forms, if required under the Companies Act, 2013 along with challan filed with the Registrar of Companies for all businesses enumerated at Article 3 to be transacted either at Board Meeting(s) or at General Meeting(s).

4.1 REPRESENTATIONS AND WARRANTIES OF NTPC REL

- (a) NTPC REL hereby represents and warrants that, in respect of itself,
 - (i) Is a company duly incorporated and validly existing under the applicable laws, has and is authorised under the applicable laws and has full corporate powers and capacity and authority to enter into and execute this Agreement and to perform all of its obligations hereunder.

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- (ii) this Agreement upon execution constitutes legal, valid, and binding obligations on Parties and Confirming Parties and is enforceable in accordance with its terms.
 - (iii) to its knowledge, there are no claims, investigations or proceedings before any Governmental Authority or any administrative actions in progress or pending or threatened against or relating to it, which could reasonably be expected to:
 - (1) enjoin, restrict, or prohibit the transactions as contemplated by this Agreement; or
 - (2) prevent it from fulfilling its obligations set out in this Agreement or arising from this Agreement; and
 - (3) it is not insolvent and as far as it is aware, no insolvency proceedings have been instituted, nor threatened or pending by or against it, and it has the capacity to consummate the transactions contemplated hereby.
- (b) NTPC REL has all requisite power to own and transfer, sell, assign, mortgage, or otherwise encumber its shareholdings / voting rights of 51,000 equity shares of GVREL to be sold by it under the applicable laws.
- (c) The 51,000 equity shares of GVREL are owned by NTPC REL free and clear of all pledges, security, interest, liens, charges, encumbrances, equities, claims, options, or limitations affecting NTPC REL's ability to transfer such shares or instruments to NGEL and such shares have been validly authorised and issued and are fully paid.
- (d) The Transfer hereunder convey to NGEL good and marketable title to the shares, free and clear to any claims, security interests, liens, and encumbrances whatsoever.

4.2 REPRESENTATIONS AND WARRANTIES OF NGEL

- (a) NGEL hereby represents and warrants that, in respect of itself,
- (i) is a company duly incorporated and validly existing under the applicable laws, has and are authorised under the applicable laws and has full corporate powers and capacity and authority to enter into and execute this Agreement and to perform all of its obligations hereunder.
 - (ii) this Agreement upon execution constitutes legal, valid, and binding obligations on Parties and Confirming Parties and is enforceable in accordance with its terms.
 - (iii) to its knowledge, there are no claims, investigations or proceedings before any Governmental Authority or any administrative actions in progress or

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pending or threatened against or relating to it, which could reasonably be expected to:

- (1) enjoin, restrict, or prohibit the transactions as contemplated by this Agreement; or
 - (2) prevent it from fulfilling its obligations set out in this Agreement or arising from this Agreement; and
 - (3) it is not insolvent and as far as it is aware, no insolvency proceedings have been instituted, nor threatened or pending by or against it, and it has the capacity to consummate the transactions contemplated hereby.
- (b) NGEL has all requisite capacity, power, and authority to enter into this Agreement to purchase and own 51,000 equity shares of GVREL held by NTPC REL under the applicable laws and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

4.3 REPRESENTATIONS AND WARRANTIES OF DVC

- (a) DVC hereby represents and warrants that, in respect of itself,
- (i) is a corporation duly incorporated and validly existing under the applicable laws, has and are authorised under the applicable laws and has full corporate powers and capacity and authority to enter into and execute this Agreement and to perform all of its obligations hereunder.
 - (ii) this Agreement upon execution constitutes legal, valid, and binding obligations on Parties and Confirming Parties and is enforceable in accordance with its terms.
 - (iii) to its knowledge, there are no claims, investigations or proceedings before any Governmental Authority or any administrative actions in progress or pending or threatened against or relating to it, which could reasonably be expected to:
 - (1) enjoin, restrict, or prohibit the transactions as contemplated by this Agreement; or
 - (2) prevent it from fulfilling its obligations set out in this Agreement or arising from this Agreement; and
 - (3) it is not insolvent and as far as it is aware, no insolvency proceedings have been instituted, nor threatened or pending by or against it, and it has the capacity to consummate the transactions contemplated hereby.



- (b) DVC has all requisite capacity, power, and authority to enter into this Agreement as Confirming Party and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

4.4 REPRESENTATIONS AND WARRANTIES OF GVREL

- (a) GVREL hereby represents and warrants that, in respect of itself,
 - (i) is a company duly incorporated and validly existing under the applicable laws, has and is authorised under the applicable laws and has full corporate powers and capacity and authority to enter into and execute this Agreement and to perform all of its obligations hereunder.
 - (ii) this Agreement upon execution constitutes legal, valid, and binding obligations on Parties and Confirming Parties and is enforceable in accordance with its terms.
 - (iii) to its knowledge, there are no claims, investigations or proceedings before any Governmental Authority or any administrative actions in progress or pending or threatened against or relating to it, which could reasonably be expected to:
 - (1) enjoin, restrict, or prohibit the transactions as contemplated by this Agreement; or
 - (2) prevent it from fulfilling its obligations set out in this Agreement or arising from this Agreement; and
 - (3) it is not insolvent and as far as it is aware, no insolvency proceedings have been instituted, nor threatened or pending by or against it, and it has the capacity to consummate the transactions contemplated hereby.
- (b) GVREL has all requisite capacity, power, and authority to enter into this Agreement as Confirming Party and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

5. INDEMNIFICATION

The Parties and Confirming Parties agree that upon Transfer, NTPC REL shall deemed to have been discharged, fulfilled and/ or extinguished all its respective rights, duties, liabilities, and obligations under the JVA or the Articles of Association of GVREL or any other document/agreements as shareholders or otherwise.

Upon Transfer, NGEL hereby agrees and undertakes to keep NTPC REL harmless and completely indemnified against all (past, present, or future) actions, proceedings, accounts, claims, dues, damages, costs, losses expenses, demands relating to or connected with the JVA and GVREL.

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6. MISCELLANEOUS

6.1 Transaction Costs. Each Party and Confirming party shall bear its own costs and expenses incurred in the negotiation, preparation and execution of this Agreement and implementation of the transactions contemplated under this Agreement, including without limitation, fees and disbursements of counsels, accountants and tax and other advisors.

6.2 Governing Law and Arbitration

(a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be settled by way of mutual consultations between the Parties and Confirming Parties as per the mechanism provided in JVA and if the Parties and Confirming Parties fail to resolve such a dispute or difference by mutual consultation, then the same shall be governed by and construed in accordance with the Administrative Mechanism for Resolution of CPSEs Disputes, AMRCD as mentioned in DPE OM No-05/0003/2019-FTS-10937 dated 14th December , 2022 issued by Department of Public Enterprises, Ministry of Finance, Government of India and any clarifications/modifications/amendments thereof and the decision of AMRCD on the said dispute will be binding on both the Parties.

(b) Each Party and Confirming Party irrevocably agrees that this agreement shall be governed by, and interpreted in accordance with, the laws of India, and the courts in Delhi, India shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

6.3 Further Assurances. The Parties and Confirming Parties shall, with reasonable diligence, do all such acts and things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

6.4 General Provisions:

- (i) This Agreement constitutes the entire understanding of the Parties and Confirming Parties with reference to the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations among the Parties with respect to the subject matter hereof.
- (ii) This Agreement shall not be amended, modified, altered, or changed in any way except by a writing executed by a duly authorised representative of each of the Parties and the Confirming Parties. A waiver by any of any provision of this Agreement or a breach thereunder shall not be deemed to









constitute a subsequent or future waiver of the same or any other provision or a breach of this Agreement. This Agreement shall inure to the benefit of and be binding on the respective successors and assigns of the Parties and the Confirming Parties. The Parties and the Confirming Parties hereto agree and undertake that this Agreement shall continue to be valid, binding, and enforceable against the Parties and the Confirming Parties as well as their successors and assigns notwithstanding any merger, acquisition, corporate reorganisation by way of change in the ownership and/or management of the Parties or otherwise.

- (iii) If any part of this Agreement is declared invalid or unenforceable, the Parties and the Confirming Parties shall, in good faith, consult with each other and adopt new provisions that shall to the greatest extent permitted by law, place the Parties in the same economic position that they would have been in, had the invalid part of the Agreement continued in effect and those portions of this Agreement that have not been declared invalid or unenforceable shall remain in full force and effect.

6.5 Notices

- (a) Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter or facsimile transmission (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission, when dispatched, or, in the case of a letter, 3 (three) Business Days after being deposited in the post (by registered post, with acknowledgment due as well as speed post), postage prepaid, to such Party or Confirming Party at its address or facsimile number specified herein or at such other address or facsimile number as such Party or Confirming Party may hereafter specify for such purposes to the other by notice in writing.
- (b) The addresses referred to above are as follows unless any other address as may have been notified in writing by the respective Parties and the Confirming Parties to other Parties:





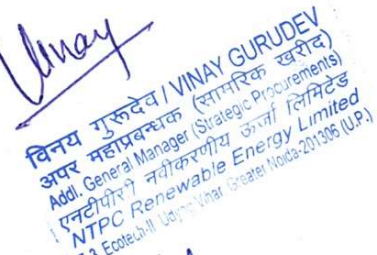







NTPC Green Energy Limited	CEO, NTPC Green Energy Limited NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road New Delhi – 110003 Telephone: 011-24360071 FAX: 011-24360241
NTPC Renewable Energy Limited	CEO, NTPC Renewable Energy Limited NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road New Delhi – 110003 Telephone: 011-24360071 FAX: 011-24360241
Green Valley Renewable Energy Limited	CEO, Green Valley Renewable Energy Limited NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road

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	New Delhi – 110003 Telephone: 011-24360071 FAX: 011-24360241
Damodar Valley Corporation	Chief Engineer (RE & EE) Damodar Valley Corporation DVC Towers, 10 th Floor. VIP Road, Kolkata – 700054 Telephone: 033-66073053/ 23200117 FAX: 033-23551606

(c) A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place.

IN WITNESS WHEREOF, the Parties and the Confirming Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

<p>Signed by</p> <p>For and behalf NTPC Green Energy Limited,</p>   <p>In presence of</p>  <p>SAIKANT SARKAR Sr. Manager (BD-NGEL)</p>	<p>Signed by</p> <p>For and behalf of NTPC Renewable Energy Limited,</p>   <p>In presence of</p>  <p>S. MAHANTA Sr. Manager (Contracts)</p>
<p>Signed by</p> <p>For and behalf of Green Valley Renewable Energy Limited</p>   <p>In presence of</p>  <p>ADHISHEN KUMAR DGM (CS), NGEL</p>	<p>Signed by</p> <p>For and behalf of Damodar Valley Corporation</p>   <p>In presence of</p>  <p>LOMAS KUMAR Sr. Manager (C) DVC</p>