

**ANNEX-II**

Both the parties to the PPA are desirous to waive-off the clauses 13.1.1 and 13.1.2 of this Power Purchase Agreement (PPA). Except the clauses mentioned below, rest all the clauses mentioned in the PPA shall be applicable to both the parties. In the event any clause of the PPA contradicts with the clauses of this addendum to the PPA, in such event the clauses of this addendum to the PPA shall prevail over it and shall be binding upon the parties to this PPA/Agreement.

NOW, THEREFORE with mutual agreement and with free consent, save the remaining, the following covenants/Clauses of PPA shall be read as modified by the covenants mentioned below, be read as an addendum to the PPA:-

Clause s	Article No. of Instant Agreement	Clause Description	Mutually agreed to stand modified as
1	13.1.1	Default Escrow Account: The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility's bank substantially in the form specified in Schedule-C (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where Utility's revenue of at least twice the Monthly Payment are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, no less than twice the Monthly Payment shall continue to be deposited at that bank or any substitute thereof that the Parties may by mutual agreement determine and Revenues equivalent to 1.1 times the sum of 1/12th of the applicable annual Capacity Charge for the relevant year and 1/12th of the total amount paid on account of variable charge for the last year (the "Monthly Payment") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 13.1 and the Default Escrow Agreement. Provided that in the first year of operation, total amount of variable charge shall be assessed by multiplying energy generation at normative availability and applicable variable charge.	OMMITED / WAIVED OF
1.1	13.1.2	The Utility and the Supplier shall, prior to the Appointed Date, execute a deed of hypothecation substantially in the form specified at of Schedule-D (the "Deed of Hypothecation"), whereby the Utility	OMMITED / WAIVED OF

	shall hypothecate to the Supplier an amount equal to Monthly Payment, to be deposited every month in the Default Escrow Account for discharging the liabilities arising out of and in relation to the Secured Obligations.	
--	--	--

**1.2: Clauses 1 & 1.1. shall be essential part of the PPA and will be treated as addendum/ amendment to the Agreement/PPA.**

**SIGNED, SEALED AND DELIVERED**

For and on behalf of  
THE UTILITY by:

-----

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)  
(e-mail address)

**THE COMMON SEAL OF SUPPLIER**

has been affixed pursuant to the resolution passed by the Board of Directors of the Supplier at its meeting held on the ....day of 20....hereunto affixed in the presence of .... Director, who has signed these presents in token thereof and ....Company Secretary / Authorised Officer who has countersigned the same in token thereof.

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)  
(e-mail address)

In the presence of:

1. \_\_\_\_\_

1. \_\_\_\_\_