

अरुणाचल प्रदेश ARUNACHAL PRADESH

029244

NO. 04/HPDC/MD/2009-10

dt- 29/8/09

JOINT VENTURE AGREEMENT BETWEEN

JINDAL POWER LIMITED

AND

HYDRO POWER DEVELOPMENT CORPORATION OF

ARUNACHAL PRADESH LIMITED

This Joint Venture Agreement ("Agreement ") is made at Itanagar on this the 29th day of August, 2009.

By and Between:

Jindal Power Limited, a public company incorporated under the Companies Act, 1956 and having its registered office at Kharsia Road, Raigarh (Chhattisgarh) through **Mr. Vinod Kumar Abbey**, CEO (Hydro Power), who is duly authorised by the company to sign and execute this Agreement (hereinafter referred to as "Jindal", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

AND

Handwritten signature: V. Vinod Kumar Abbey

Handwritten signature: Managing Director
 Managing Director
 Hydro Power
 Development Corporation of
 Arunachal Pradesh Limited

Hydro Power Development Corporation of Arunachal Pradesh Limited, a public sector undertaking set up by the State Government of Arunachal Pradesh for development of hydro power projects in the State and having its registered office at **Tahunk Tatak Building, Near APPSC, MLA Cottage Road, Itanagar**, acting through **Sri Taru Siga, Managing Director**, who is duly authorised by the Corporation to sign and execute this Agreement (hereinafter referred to as "**Hydro Corporation**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

Jindal and Hydro Corporation shall collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:

- (A) The State Government of Arunachal Pradesh has announced Hydro Power Policy 2008 which interalia stipulates that the State would seek private sector participation for development of hydro power potential in the State through Joint Venture model on BOOT basis. The policy further mentions that the Joint Venture model has ostensible benefits, wherein the State becomes partner in the development of the project and thus enjoys the fruits of return on equity as well as that of free power.
- (B) The State Government has allotted the 1600 MW Middle Subansiri Hydroelectric Project to Hydro Corporation for developing the Projects under Joint Venture route under the Hydro Policy – 2008.
- (C) Jindal has approached the state government for development of the Project in Joint Venture with Hydro Corporation. State Government has approved the development of the Project through Joint Venture Company between Hydro Corporation and Jindal.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of Ar.Pr. Undertaking)



- (D) Hydro Corporation and Jindal will incorporate a joint venture company for development of the Project and have agreed to execute this Agreement for establishing a joint venture company by name as may be approved by the ROC under the provisions of the Companies Act, 1956;
- (E) Upon incorporation of the JV Company, the JV Company shall become a party to this Agreement by executing a Deed of Adherence in order to comply with the terms and conditions of this Agreement insofar they relate to the JV Company .
- (F) The State Government has permitted the JV Company to undertake review of DPR prepared by NHPC, submission of revised DPR and subsequent implementation, operation and maintenance of the Projects in the State. Incase, NHPC does not handover the record / DPR, fresh investigation and DPR preparation shall be done by JV Company.
- (G) State Government has allotted the Subansiri Middle HEP (1600 MW) to Hydro Corporation and has also approved the development of the Project through Joint Venture route as per terms and conditions of the tripartite agreement executed between the State Govt, Hydro Corporation and M/s Jindal Power Ltd. The tripartite agreement is annexed as Annexure A and shall form part of this Agreement. The terms or conditions of the tripartite agreement contained in Annexure A can be altered or amended by way of an amendment to be ratified by all the parties..

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. DEFINITIONS & INTERPRETATIONS

- 1.1 In this Agreement (including the recitals above and the Schedules and Annexures hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of Ar.Pr. Undertaking)



“Agreement”	means this Agreement including any annexures and any amendment thereto made in accordance with the provisions of this Agreement.
“Associate”	means in respect of any Party, its holding company, subsidiaries, as the case may be.
“AoA”	means the Articles of Association of the JV Company, as amended from time to time.
“Act”	means the Companies Act, 1956, as amended from time to time.
“Board”	means the Board of Directors of the JV Company, as constituted from time to time in accordance with the terms hereof.
“Business”	has the meaning ascribed to it in clause 4 of this Agreement.
“CEO”	means the Chief Executive Officer of the JV Company.
“CFO”	means the Chief Financial Officer of the JV Company.
“Directors”	means the directors of the JV Company for the time being and shall include their duly appointed alternates.
“Equity Capital”	means the equity share capital of the JV Company.
“MoA”	means the memorandum of articles of the JV Company, as amended from time to time.
“Parties” / “Party”	means the “Parties” to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.
“Project”	means 1600 MW Middle Subansiri hydro electric project proposed to be established in the State of Arunachal Pradesh including complete hydroelectric power generating facility covering all components such as dam,


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
Government Undertaking



intake works, water conductor system, power station, generating units, project roads, bridges, offices, residential facilities store, guest houses, security office and other connected facilities including the interconnection facilities;

“PPA” means power purchase agreement to be executed between the JV Company and the State Government.

“ROC” means the Registrar of Companies, Arunachal Pradesh.

“Shareholders” means the Party or the Parties, for so long as they hold Shares and includes any other person who becomes a Party to this Agreement, in terms of this Agreement.

“Shares” means equity shares of par value of Rs. 10/- each of the issued, subscribed and paid up Equity Capital of the JV Company.

“State Government” means the government

“State” means the state of Arunachal Pradesh.

1.2 In this Agreement (unless the context requires otherwise):

- (a) reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.
- (b) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- (c) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
Government of Ar. Pr. Undertaking



- (d) references to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the short title of the statute or full title of the regulation; and,
- (e) references to any Article, Clause, Schedule, Annexure or Exhibit shall be deemed to be a reference to such Article, Clause, Schedule, Annexure or Exhibit of or to this Agreement.


1.3 The terms and conditions of tripartite agreement which is annexed as annexure A to this agreement shall be deemed to form an integral part of this agreement.

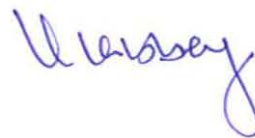
2. SCOPE AND TERM OF THE AGREEMENT

2.1 This Agreement sets out the framework of understanding between the Parties as to the formation of the JV Company for the development and operation and maintenance of the Project in the State, which includes complying with the respective obligations of each Party and such obligations of each Party as mentioned in terms and conditions contained in Annexure A.

2.2 This Agreement shall come into force on the date of execution of this Agreement by the Parties and shall, subject to Clause 14 of this Agreement, continue in full force till the completion of the Project.

2.3 This Agreement supersedes any previous agreements or arrangements between the Parties in regard to formation of JV Company for execution of Subansiri Middle HEP (1600 MW) in the State and represents the entire understanding between the Parties.


Managing Director
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Development Corporation of
Assam, a Pradhan Mantri
Government of Assam Undertaking





3. JV COMPANY

3.1 Form of the JV Company

The JV Company shall be incorporated as a limited company with the name as may be approved by the ROC, under the Act, for the purposes of this Agreement. The Parties will endeavor to incorporate the JV Company within a period of 3 months from the signing of this Agreement and in this respect agree to share the responsibility, cost and burden of work associated with the formation of the JV Company.

3.2 Location of its registered office

The registered office of the JV Company shall at all times be in the State of Arunachal Pradesh.

3.3 MoA and AoA of the JV Company

The MoA and AoA of the JV Company shall be as agreed between the Parties and shall be printed in English. The MoA and AoA shall be consistent with and will, to the extent possible, incorporate the substantive provision of this Agreement and terms and conditions contained in Annexure A.


3.4 Capital Structure of the JV Company

3.4.1 Authorised Capital

The initial proposed authorized capital of the JV Company shall be **Rs 5.00 crores** divided into **50,00,000** shares of Rs. 10 each.

3.4.2 Paid-Up Capital

The initial Paid-Up Capital of the JV Company shall be **Rs. 1.00 crore** divided into **10,00,000** shares of Rs. 10 each.


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Arunachal Pradesh Limited
Government of Ar. Pr. Undertaking



3.4.3 Capital Contribution of Parties

3.4.3.1 Initially the shareholding of the Parties in the JV Company will be as follows:

Jindal: 74%

Hydro Corporation: 26%

3.4.3.2 Each Party shall arrange the equity shareholding as above. In the event the HPDCAPL is unable to arrange adequate loan for funding its contribution in the Joint Venture Company even with the State Government guarantee as security, the equity share of the HPDCAPL in the Joint Venture may be reviewed proportionately with the approval of the State Government.

4. BUSINESS OF THE JV COMPANY, OBLIGATIONS OF PARTIES


- 4.1 The State Government has awarded the Project to Hydro Corporation to be implemented on joint venture route basis under the Hydro Policy - 2008 and the State Government has approved the joint venture between Hydro Corporation and Jindal and incorporation of JV Company for development and operation of the Project. The State Government has granted permission to Hydro Corporation and Jindal to undertake review of DPR prepared by NHPC, submission of revised DPR and subsequent implementation, operation and maintenance of the Project in the State.
- 4.2 Further each Party agrees to comply with its respective obligations, for the purposes of successful continuation and completion of the Project in the State and agrees to place at the disposal of the other Party the benefit of its experience, knowledge and skill to secure optimum benefit for the Project.
- 4.3 The JV Company, subject to the MoA and AoA, may undertake such other activities as the Board may approve from time to time with prior approval of State Govt.



Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
A Government of A.P. Undertaking




5. MANAGEMENT OF THE JV COMPANY

- 5.1 The Board shall comprise of minimum of 5 Directors. So long as the board comprises 5 Directors, Jindal shall be represented by 4 Directors. In case the number of Directors is increased beyond 5, Jindal shall at all times be represented by at least 50% of the board strength (any fraction rounded off to 1) + 1 Director. Hydro Corporation shall be represented by 1 Director. Any increase in the total number of Directors shall be subject to prior approval of the Board in writing. The Chairman, at all times, of the Board shall be elected from the Directors represented by Jindal. The Chairman of the Board shall also act as Chairman of the General Meetings and if he is not present, the Directors may choose one among them to be the Chairman. The Chairman shall have a second or casting vote.
- 5.2 If financial institutions/ banks as a condition of lending require the appointment of their nominee as a Director for the period their loans is outstanding the parties hereby agree to appoint such nominee as an additional Director.
- 5.3 In case the public/ financial institution/ banks/ mutual funds subscribe to the equity stake in the company offered to them and they require the appointment of their nominee(s) as Director(s), then the parties hereby agree to appoint such directors as additional director.
- 5.4 The Parties shall ensure that the JV Company shall indemnify each Director against all claims and liabilities incurred by reason of his or her being a Director of the JV Company, provided that the Director's acts or omissions giving rise to such claim or liability did not constitute intentional misconduct or gross negligence or a violation of applicable laws.
- 5.5 Directors shall not be paid any salary by the JV Company unless the JV Company directly or indirectly employs the Director(s) for whom salary may be paid as decided by the Management.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of A.P. Undertaking)

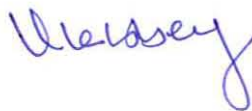
- 5.6 The Board shall appoint the CEO, CFO and other key officials of the JV Company.
- 5.7 The Parties including their nominees and Associates shall ensure that the individuals nominated by either of the Parties to be the Directors of the JV Company are duly elected and for this purpose shall use the voting rights attached to the respective Shares held by them in favour of the election of such individuals as Director.
- 5.8 The Parties shall be entitled from time to time to remove their respective Directors and nominate others in place of the Directors so removed in the JV Company

6. MEETINGS OF THE JV COMPANY

6.1 Board Meetings

- 6.1.1 The Board shall meet regularly at least four times a year, i.e., once in each quarter.
- 6.1.2 At least 5 days prior notice shall be given to all Directors of the Board whether residing in India or otherwise. In case of Directors residing outside India, notice shall be sent by telex/fax/email. Each notice shall set out in sufficient detail, the agenda of items to be transacted at each meeting. A meeting may be held at short notice if it is agreed by all the Directors present in meeting.
- 6.1.3 The quorum necessary for transacting any business of or taking any decision of the Board shall be as per relevant provisions of companies Act, 1956.


Managing Director
Hydro Power
Development Corporation of
India Limited
Registration No. 1132/1998





6.1.4 If a director nominated by a Party is unable to attend the meetings of the Board, such Party shall be entitled to nominate in his place any alternate director as per the provisions of Section 313 of the Act to attend such meetings.

6.1.5 The Parties on their behalf and on behalf of their Associates and nominees undertake with each other as follows:-

- a) to exercise voting rights and powers available to them in relation to the JV Company so as to give full effect to the terms and conditions of this Agreement, AoA and terms and conditions contained in Annexure A.
- b) to ensure that the Directors nominated by them and other representatives shall support and implement all reasonable proposals which come before the general meetings, board meetings or committee of the JV Company for the proper development and conduct of the Business as contemplated in this Agreement; and
- c) use all reasonable endeavors to promote the Business and the interests of the JV Company.

6.1.6 The decisions in the meetings of the Board shall be valid and effective if approved by majority of the Directors present and voting in the meeting.

6.1.7 The minutes of the meeting shall be circulated to all the Directors of the Board.

6.2 Shareholders Meeting

6.2.1 An annual general meeting of the JV Company shall be held annually in accordance with the Act, but not later than 6 months from the end of financial year.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
Governor's Intd of A.P. Undertaking




- 6.2.2 An extra ordinary meeting of the shareholders of the JV Company may be held at any time upon passing a Board resolution to this effect subject to the provisions of the Act.
- 6.2.3 Subject to the Act, general meetings shall be held at the registered office of the JV Company, or at such other place as may be decided by the Board of the JV Company and shall be specified in the notice calling the meeting.
- 6.2.4 Except in respect of matters which are required pursuant to the Act to be approved at a general meeting by a special resolution, all decisions in general meeting of JV Company's shareholders shall be approved by ordinary resolution.

6.3 Matters requiring consent of the Parties

The JV Company shall not give effect to any decision or resolution in respect of any of the following matters except upon the affirmative vote of each of the Parties in the Shareholders meeting and/or Board meeting, as applicable:-

- a) Dissolution, liquidation or winding up of the JV Company.
- b) Commencement of any new business or any diversification from the core Business of the JV Company.
- c) Merger or amalgamation with any other entity or split/division of the JV Company.
- d) Closure of the Business or activities of the JV Company or sale or transfer or any of its undertaking.
- e) Creation of mortgage, charge, lien or encumbrance on the movable and immovable assets of the JV Company except in the normal course of business of the JV Company for securing loans from the lenders.
- f) Any sale, lease or transfer of the whole or substantial part of the undertaking or assets of the JV Company.


Managing Director
Hydro Power
Development Corporation of
Assam, a Pradesh Limited
(Government of A.P. Undertaking)



7. FINANCIAL AFFAIRS AND ACCOUNTING

7.1 Fiscal Year

The fiscal year ("**Fiscal Year**") of the Company shall be from first day of April every calendar year to the thirty first day of March of the following calendar year (both days inclusive). The first Fiscal Year will begin from the date of incorporation of the Company and end on immediately following thirty first day of March (both days inclusive).

7.2 Accounting

- (a) The accounting system of and procedures to be adopted by the JV Company shall be approved by the Board and shall be in accordance with accepted accounting standards and the laws of India.
- (b) The JV Company shall maintain complete and accurate financial and accounting books and records.
- (c) All financial statements, reports and accounting documents shall be in English language.

7.3 Audit


- (a) Management will nominate a recognized accounting firm in India to be the statutory auditor of the JV Company and who shall be appointed by the JV Company, in accordance with the Act, as its statutory auditor.
- (b) The JV Company shall cause an audit of the books of account, records and affairs of the JV Company each year as soon as practicable following the close of the Fiscal Year. Each Party shall be furnished a copy of report of each Fiscal Year's audit not later than 10 days after the submission of such report by the statutory auditor.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(Government of A.P. Undertaking)




8. TRANSFER OF SHARES

- 8.1 Each Party shall hold shares in the JV Company in accordance with this Agreement and shall be entitled to transfer shares in accordance with the AoA of the JV Company.
- 8.2 Jindal will be at liberty to transfer its Shares in JV Company to its holding or subsidiary company or associates. Similarly Hydro Corporation will be at liberty to transfer its Shares in JV Company to its holding or subsidiary company or associates.
- 8.3 Save as otherwise permitted under Clause 8.1 above, Hydro Corporation shall be free to transfer all or part of the Shares to any person, subject to such Shares being first offered for sale to Jindal (**'Right of First Offer'**) in the manner specified below.
- 8.3.1 Hydro Corporation shall send a written notice to Jindal ("Notice"), indicating its desire to sell the Shares, and setting forth the price, the number of shares and the material terms at which the Shares are offered for sale.
- 8.3.2 Upon receipt of the Notice, Jindal shall have the option, but not the obligation, to purchase the Shares offered for sale upon the terms and conditions to be agreed between the Parties. The Right of First Offer shall be exercised by Jindal within thirty (30) days of receipt of such Notice by Jindal.
- 8.3.3 If Jindal exercises the Right of First Offer under Clause 8.3.1 and 8.3.2 above, it shall be entitled to acquire such number of Shares as it agrees to buy.
- 8.3.4 If Jindal does not exercise its Right of First Offer, then Hydro Corporation shall be free to transfer the Shares to any third party at a price and terms and conditions stated in the Notice. Any change in price or terms and conditions will entitle a fresh Right of First Offer. Further, such sale by the Hydro Corporation shall be completed within 60 days from the date of the Notice.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
a company of Ar.Pr. Undertaking



8.3.5 The above conditions from 8.3 to 8.3.4 will be applicable mutatis mutandi to Jindal also except when the Shares are transferred to its holding or subsidiary company or associates.

9. **SECRECY**

A Party shall at no time, without the prior written agreement of the other Party.

- a) Disclose to any third party, or enable any third party to note any information pertaining to this Agreement.
- b) Reproduce, copy, disclose to, place at the disposal of, use on behalf of or enable any third party to use any information pertaining to or incorporated within this Agreement except as may be required to be furnished under any laws; and
- c) Make any publicity releases or announcements concerning any aspect of this Agreement.

10. **CONFIDENTIALITY**

Each Party hereto agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party, save and except for the purpose of implementation, operation and maintenance of the Project.

11. **LIABILITY**

- 11.1 Each Party warrants that it will indemnify and keep indemnified the other Party against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of Ar.Pr. Undertaking)




- 11.2 In the event of it being alleged by one Party in writing that any legal liability is attributable to the other Party, the Parties shall jointly use reasonable endeavours to reach agreement on the liabilities to be borne by the defaulting Party, and in the event of the Party failing to agree, such dispute shall be determined by arbitration in accordance with clause 16.4 of this Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

No transfer of any intellectual property rights held by the individual Parties is implied or intimated under this Agreement.

13. SOLICITING OF PERSONNEL

Each Party agrees that during the tenure of this Agreement, it shall not solicit any personnel employed by the other Party in an attempt to employ or engage on any other basis or offer such employment or engagement without the other Party's prior agreement in writing.

14. TERMINATION

14.1 Termination

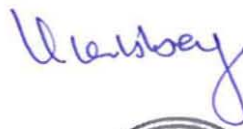
This Agreement shall terminate if at any time entire transfer of Shares is made in accordance with Clause 8 by any Party.

14.2 Mutual Termination

This Agreement shall terminate if mutually agreed between the Parties.



Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of Ar.Pr. Undertaking)



14.3 Winding up

If a resolution is passed to wind up the JV Company or if a liquidator is otherwise appointed, this Agreement shall terminate on the dissolution of the JV Company pursuant to such resolution or appointment, liquidator as the case may be. For winding up of or dissolution of the JV Company, prior approval of the State Govt shall be required notwithstanding any resolution.

14.4 Consequences of Termination

Upon termination of this Agreement, the Parties shall be relieved and discharged from all liabilities, obligations or claims under this Agreement, except for such rights, obligations and liabilities of the Parties which have accrued under this Agreement prior to termination.

15. REPRESENTATIONS OF THE PARTIES

15.1 Each Party represents, severally and not jointly, to the other Party hereto that:

- (a) it has the full power and authority to enter into, execute and deliver this Agreement and to perform the transaction contemplated hereby and that it is duly incorporated and existing under the laws of India and that the execution and delivery by it of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by the board of directors of the Party;
- (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and,
- (c) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
A Government of Ar. Pr. Undertaking



- (i) violate any provision of the organizational or governance documents of such Party;
- (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound;
- (iii) violate any order, judgement or decree against, or binding upon such Party.

16. MISCELLANEOUS

16.1 Severability

Each of the provisions contained in this Agreement shall be severable and the unenforceability of one shall not affect the enforceability of any other or the remainder of this Agreement.

16.2 Waiver

The failure of any Party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof.

16.3 Governing Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with and governed by the laws of India and the Courts in Itanagar shall have exclusive jurisdiction.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of A.P. Undertaking)




16.4 Dispute Resolution

16.4.1 In the event of any difference / dispute arising between the Parties ("the Dispute") under this Agreement, the same shall be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time or replaced by any other statute, unless the same has not been resolved amicably by mutual consultations within 90(Ninety) days of the reference of Dispute by any Party. The venue of the arbitration shall be Itanagar. The language of arbitration shall be English. The cost of arbitration shall be shared equally.


16.4.2 The Arbitration shall be conducted by a panel of three arbitrators, one each to be appointed by Hydro Corporation and by Jindal within 21 days from the date of arbitration notice by a Party and the third arbitrator to be appointed by two appointed arbitrators within 30 days of their appointment. In the event, arbitrators on the arbitration panel cannot be appointed as mentioned above, the arbitrators shall be appointed as per provisions of the Arbitration and Conciliation Act, 1996.

16.4.3 The arbitral tribunal will not have the jurisdiction to grant interest till the date of the award on any amount and in respect of any period.

16.5 Counterparts

More than one counterparts of this Agreement may be executed by the Parties and all such counterparts shall be deemed originals and shall be deemed to be a single Agreement.

16.6 Save and except as provided aforesaid, none of the Parties hereto shall assign their respective rights and obligations hereunder without prior consent in writing of the other Party hereto.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
Government of Ar. Pr. Undertaking



16.7 Violation of terms

The Parties agree that each of the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party or from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that such Parties may have at law or in equity, including without limitation a right for damages.

16.8 Fees and Expenses

Each Party shall bear its own fees and expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby and thereby, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants.

16.9 Notices

All communications, notices and consents provided for herein shall be in writing and be given in person or by means of telex, telecopy or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type or by registered or certified mail, returned receipt requested and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by telex, telecopy, or other wire transmission or (c) on receipt if sent by mail.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of A.P. Undertaking)





Notice shall be addressed as follows:-

To Jindal:


- 1) The Director
Jindal Power Ltd.
Jindal Centre, 12 Bhikaji Cama Place, New Delhi – 66
Phone – 011-26188340
Fax – 011-26180254

To Hydro Corporation:

- 2) The Managing Director
Hydro Power Development Corporation of Arunachal Pradesh Limited
Tahunk Tatak Building
Near APPSC
MLA Cottage Road
Itanagar.

16.10 Independent Rights

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government of India Undertaking)




16.11 Force Majeure

Neither Party shall be responsible in any manner for the time delays and/or losses arising out of the Force Majeure situation such as war, earthquake, flood, fire, explosion, epidemic, cyclone, external invasion, civil commotion, riots, terrorism, Governmental acts/ embargoes etc., which are beyond the reasonable control of the affected Party. However, the Party so affected, upon serving notice thereof to the other Party setting out therein particulars thereof shall be excused from performance of its obligations to the extent prevented, delayed or interfered with for the period Force Majeure conditions persist. The Party so affected shall make its best efforts to remove such cause of Force Majeure as expeditiously as possible and shall continue performance hereunder with due dispatch whenever such cause(s) is removed.

17. With conformity to clause no.23 of the MOA signed among Govt. of Arunachal Pradesh, Hydro Power Development Corporation of Arunachal Pradesh Limited and Jindal Power Limited, this agreement shall be effective after receipt of Hon'ble Supreme Court's Order lifting the blanket ban on upstream Projects in Subansiri Basin in I.A.No.1362-63 in 966 & 1012 in W.P. (C) No.202/1995 and on receipt of upfront premium including processing fee by the State Govt. from the Jindal Power Limited on behalf of the JV Company


Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Government Undertaking)



IN WITNESS WHEREOF this Agreement has been entered into the date and year first before written.

SIGNED for and on behalf of

1. Jindal Power Limited:

Vinod Kumar Abbey 29/08/09
(Mr. Vinod Kumar Abbey)
CEO, Hydro Power.



2. Hydro Power Development Corporation of Arunachal Pradesh Limited:

[Signature]
Managing Director
Hydro Power
Development Corporation of
Arunachal Pradesh Limited
(A Govt. Undertaking of A.P.)

WITNESSES:

1. *Kapil Mantri*
KAPIL MANTRI
40 Jindal Centre,
12, Bhikaji Place
New Delhi - 66

2. *[Signature]*
(N. MATESWARAN)
Asst. Manager (C)
H.P.D.C.A.P. Ltd.,
Itanagar, A.P.,