

SUPPLEMENTAL POWER PURCHASE AGREEMENT

BETWEEN

**ADANI ELECTRICTY MUMBAI LIMITED
("Procurer")**

AND

**ADANI POWER LIMITED
("Seller")**

This **SUPPLEMENTAL POWER PURCHASE AGREEMENT** hereinafter called the "**Supplemental Agreement**" is entered into on the 2nd day of January 2025 between:

1. **Adani Electricity Mumbai Limited**, a company incorporated under the Companies Act, 1913 and with its registered office at CTS 407/A (New), 408 (Old) Village Eksar, Devidas Lane, Off SVP Road, Borivali (West), Mumbai 400103 (hereinafter referred to as the "**Procurer**");

AND

2. **Adani Power Limited**, a company incorporated under the Companies Act, 1956 and with its registered office at Adani Corporate House, Shantigram, Near Vaishnodevi Circle, Ahmedabad, Gujarat 380009 (hereinafter referred to as the (the "**Seller**"),

The "Procurer" and "the "Seller" are individually referred as "Party" and collectively to as the "Parties".

WHEREAS

- (A) The Seller and the Procurer had executed Power Purchase Agreement (Original PPA) dated 1st October 2024 for the sale and purchase of electricity in accordance with the terms and conditions contained therein for supply of power from Adani Dahanu Thermal Power Station (ADTPS) for the period up to 31.03.2025. The said PPA is subject to the approval of Hon'ble Maharashtra Electricity Regulatory Commission (MERC).
- (B) The Hon'ble Maharashtra Electricity Regulatory Commission (MERC) vide order dated 26.12.2024 in Case No. 140 of 2024 has directed the Procurer to enter into Power Purchase Agreement with Adani Power Ltd. for supply of 500 MW power from Adani Dahanu Thermal Power Station on the same terms and conditions of existing power purchase arrangement between Adani Electricity Mumbai Ltd.-Distribution and Adani Electricity Mumbai Ltd.-Generation for the period 1 April 2025 till 31 March 2030.
- (C) Adani Electricity Mumbai Limited had initiated bid process for procurement of RE-RTC power for ten years. In pursuance to aforementioned order of Hon'ble MERC, the 'Original PPA' is being extended for the period w.e.f. 1 April 2025 till 31 March 2030. However, Adani Power Limited is desirous to participate in RE-RTC bid invited by the Procurer in future. In case Adani Power Limited is declared successful bidder in such bid, APL may supply power under such bid from ADTPS subject to the terms of this Supplemental Agreement.
- (D) Pursuant to the direction of the Hon'ble MERC in Order dated 26.12.2024 in Case No. 140 of 2024, the Procurer and the Seller agree to extend the Original PPA for a further period of 5 years w.e.f. 01.04.2025 till 31.03.2030, on the same terms and conditions stipulated in the Original PPA. Further, modifications if any, directed by Hon'ble MERC in its approval of the Original PPA shall be suitably incorporated.

Avinash Anand


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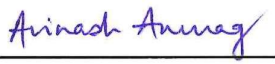
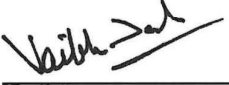



NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH IN THIS SUPPLEMENTAL AGREEMENT, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. All capitalized terms unless specifically defined in this Supplemental Agreement shall have the meanings ascribed to them respectively in the Original PPA.
2. Seller shall duly fulfil all its obligations and responsibilities undertaken under Original PPA during the extended period of 5 years, commencing from 01.04.2025 and ending on 31.03.2030. The terms & conditions of tariff will be same as under the Original PPA with tariff as determined by Maharashtra Electricity Regulatory Commission under Section 62 of Electricity Act 2003.
3. The Procurer shall also duly fulfill all its obligations and responsibilities under the Original PPA during the extended period of 5 years.
4. Adani Power Ltd. may participate in any RE-RTC bid invited by the Procurer in future. In case APL is declared successful bidder in such bid and it decides to supply power from ADTPS, this PPA may be terminated with mutual consent to enable supply under said contract subject to approval of MERC.

This Supplemental Agreement shall be treated as part of the Original PPA upon execution and shall be binding on the Parties subject to approval of the Commission. All other terms and conditions of the Original PPA between the Seller and Procurer shall remain unchanged and shall apply *mutatis mutandis* to this Supplemental Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorised officers on the date mentioned herein above:

For and behalf of: Adani Power Limited (as Seller), Through its Authorised Signatory: Name: <u>AVINASH ANURAG</u> Designation: <u>Head, ERCL</u> Signature: <u></u>	For and behalf of: Adani Electricity Mumbai Limited (as Procurer), Through its Authorised Signatory: Name: <u>VAZBHAV TANDON</u> Designation: <u>VP</u> Signature: <u></u>
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