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Account Reference	:	IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL92130383392199313302Q
Purchased by	:	SOLAR ENERGY CORPORATION OF INDIA LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SOLAR ENERGY CORPORATION OF INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	SOLAR ENERGY CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

POWER SALE AGREEMENT
FOR
SALE OF SOLAR POWER ON LONG TERM BASIS
Between
Solar Energy Corporation of India Ltd.
And
Eastern Power Distribution Company of Andhra Pradesh Ltd.
And
Southern Power Distribution Company of Andhra Pradesh Ltd.

This Power Sale Agreement is made on the 27th day of July 2018 at Hyderabad,

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

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Between

Solar Energy Corporation of India Limited, a company incorporated under the Companies Act 1956, having its registered office at 1st Floor, A-Wing, D-3, District Centre, Saket, New Delhi-110017 (hereinafter referred to as "SECI", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the first part.

And

Eastern Power Distribution Company of Andhra Pradesh Ltd., a company incorporated under the Companies Act 1956, having its registered office at Vishakapatnam, Andhra Pradesh (hereinafter referred to as "APEPDCL" or "APdiscom" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the second part.

And

Southern Power Distribution Company of Andhra Pradesh Ltd., a company incorporated under the Companies Act 1956, having its registered office at Kesavayanagunta, Tiruchanoor Road, Tirupathi, Andhra Pradesh (hereinafter referred to as "APSPDCL" or "APdiscom" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the second part.

SECI and APdiscoms are individually referred to as 'Party' and collectively referred to as 'Parties'and the two Discom(s) are collectively referred to as AP Discom(s)

WHEREAS:

A. SECI is a Government of India Undertaking and has been designated by the Government of India as the nodal agency for implementation of MNRE scheme for developing grid connected solar power capacity including Phase-II, Batch-IV of the National Solar Mission (NSM) of Government of India (GoI), and for sale of Solar Power generated to the Distribution Licensees in the State to enable them to procure Solar Power including for due fulfillment of the Renewable Purchase Obligations.

B. SECI has agreed to facilitate the development of the Solar Power in line with the

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Chief General Manager
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APEPDCL, Visakhapatnam

provisions of the "NSM Guidelines for selection of 5000 MW Grid Connected Solar PV Power Projects under Phase-II Batch IV" notified vide No. 32/3/2014-15/GSP dated 14th March 2016 including its subsequent amendments and clarifications, and "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects", issued by Ministry of Power, vide resolution no.23/27/2017-R&R dated 03.08.2017.

C. SECI has agreed to act as an Intermediary Agency / Procurer for the procurement of power from the Solar PV Power Projects to be established, operated and maintained by the Solar Power Developers on Build, Owned and Operate basis in pursuance to a competitive bid process held/to be held for the purpose and the Distribution Licensees desirous of purchasing Solar Power including for the purpose of fulfilling the Renewable Purchase Obligations in accordance with the scheme and objective of the Electricity Act, 2003, the Policies of the Government of India and the Policies of the State Governments.

D. At the instance of AP Discom(s), SECI initiated a competitive bid process for selection of a Solar Power Developer to set up the Solar Power Project in the State of Andhra Pradesh.

E. SB Energy Seven Private Ltd, a company incorporated under the Companies Act 1956 or the Companies Act 2013 as applicable, having its registered office at 5th Floor, Worldmark-2, Asset Area-8, Hospitality District, Aerocity, NH-8, Delhi-110008 (hereinafter referred to as "Solar Power Developer or SPD"), has been selected in a Tariff Based Competitive Bid Process initiated by SECI inviting proposal from all interested entities and on the basis that the tariff terms and conditions quoted by the SPD in comparison to others, were the most economical and least cost.

F. The SPD has agreed to establish a Solar Power PV Power Project with an installed capacity of 250 MW on build, owned and operate basis on the land admeasuring .....located in the Solar Park/Project Land in Kadapa Solar Park, Andhra Pradesh and agreed to sell the power generated from the project to SECI to enable onward sale to the distribution licensees of Andhra Pradesh i.e. AP Discom(s) on the terms and conditions contained in the PPA, finalized and initialed between SECI and SPD, (hereinafter referred to as '**SECI-SPD PPA**') a copy of the said initialed PPA is attached hereto and marked as **Schedule**

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
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`A' to this PSA.

G. AP Discom(s) has examined the entire process by which SPD was selected, the Letter of Intent was issued by SECI to the SPD and the PPA has come to be initialed between SECI and the SPD and to be entered into providing for the purchase of electricity generated at the project and resale of the same to AP Discom(s) including the terms and conditions for such purchase, rights and obligations assumed by SECI and the SPD under the PPA and the consequences of the default by either of parties to the PPA.

H. AP Discom(s) acknowledges and accepts that SECI is only an Intermediary Company and is facilitating the purchase of sale of electricity generated from the Solar PV Projects and, therefore, cannot assume independently, any obligation, financial or otherwise, either to the SPD or to AP Discom(s), (unless otherwise specifically provided otherwise in the PPA), except on a back to back basis, namely, that whatever obligation is enforced by the SPD under the PPA against SECI, AP Discom(s) shall be bound to fulfil the obligation on a back to back basis towards SECI and similarly, whatever rights that AP Discom(s) may claim under this Agreement against SECI, shall be subject to due enforcement of the corresponding rights on a back to back basis by SECI against SPD, without an independent obligation on the part of SECI.

I. AP Discom(s) further acknowledges and accepts that SECI shall proceed to sign the PPA with SPD solely on the basis of the agreement reached with AP Discom(s) for signing of this Agreement.

J. SECI has agreed to sell and make available to AP Discom(s)the entire agreed Contracted Capacity agreed to between SECI and the SPD which is 250 MW, entirely on a back to back basis of the terms and conditions contained in the PPA to be entered into between SECI and SPD.

K. SECI, will be the trading licensee for the purchase of Solar Power from SPDs and resale if such Power to Discom(s). SECI will fulfill its obligations including but not limited to billing, realization, data submission, and other associated day to day activities as assigned in this agreement.

L. The Parties had agreed that the execution of the PSA between SECI and the AP-Discoms

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is a pre-condition for SECI to sign the PPA with the SPD

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

I This Agreement shall come into effect from signing of this Agreement by both the parties and such date shall be the Effective Date for the purpose of this Agreement.

II Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that within two (2) months from the Effective Date, the AP Discoms shall duly obtain the order of the Andhra Pradesh Electricity Regulatory Commission adopting the Tariff and the trading margin of SECI and approving the procurement of the contracted capacity on the terms and conditions contained in this Agreement entered into between SECI and AP Discom(s) read with the terms and conditions contained in the PPA to be entered into between SECI and the SPD.

III The Parties agree that in the event, the order of adoption of Tariff, trading margin and the Agreements for procurement of Power, as mentioned above is not given by the Andhra Pradesh Electricity Regulatory Commission within the time specified above, this Agreement as well as the Power Purchase Agreement entered into between SECI and the SPD shall stand cancelled and terminated with no liability of either party to the other or vis a vis the SPD , unless the parties and the SPD mutually agree to extend the time for fulfilling the Conditions Precedent..

IV The duration of this Agreement shall be coextensive with the duration of the Power Purchase Agreement to be entered into between the SECI and the SPD for all intent and purposes.

V Subject to the terms and conditions contained herein, SECI hereby agrees to sell and make available the electricity procured by SECI from the 250 MW Solar PV Power Project to be set up by the SPD at Kadapa Solar Park, Andhra Pradesh on the terms and conditions contained in the PPA to be entered into between SECI and the SPD, as per the initialed PPA (Schedule "A") on a back to back basis, to AP Discom(s).

VI. AP Discom(s) hereby acknowledge and accept that SECI is an Intermediary to facilitate the promotion of Solar Power Projects and to purchase and re-sell the electricity to the

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P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

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Energy Conservation
Corporate Office
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distribution licensees to enable them to fulfill the Renewable Purchase Obligation and, therefore, the sale of electricity by SECI to AP Discom(s) under this Agreement shall be entirely on a back to back basis to the purchase of electricity by SECI from the SPDs under the SECI- SPD PPA, with the intent that there shall be no residual liability on the SECI towards the SPD which will not be fulfilled by the AP Discom(s).

VII. In accordance with the above and except as otherwise specifically provided in this agreement, the rights and obligations of AP Discom(s) under this agreement shall be available and enforceable entirely and effectively on a back-to-back basis to the rights and obligations of the SECI in the SECI – SPD PPA and in the event SECI is not in a position to enforce its rights against the SPD or is subject to any obligation to be performed towards SPD, AP Discom(s) shall be liable to perform such obligation or shall be entitled to such rights only on a mutatis mutandi basis, without any additional or independent exposure whatsoever to SECI.

VIII. Except as otherwise specifically provided in this agreement, AP Discom(s) acknowledges and accepts that the terms and conditions of the SECI- SPD PPA shall mutatis mutandi apply to this Agreement between the parties. AP Discom(s) agrees to correspondingly fulfill, on back to back basis, all the obligations assumed by SECI towards SPD. AP Discom(s) further agree, acknowledge and accept that as an Intermediary, SECI is not assuming any obligation to AP Discom(s) over and above the obligation which the SPD shall duly performs under the SECI – SPD PPA.

IX. SECI has agreed with the SPD in regard to the payment of money becoming due to SPD under the SECI – SPD PPA and SECI shall be liable to discharge the payment obligation in terms of the provisions of the SECI-SPD PPA. Accordingly, AP Discom(s) agrees to effectively secure the payment of money becoming due from AP Discom(s) to SECI as detailed in this Agreement

X. The parties agree that in respect of the obligations other than the payment obligation specifically mentioned herein above, in the event AP Discom(s) has any claim against SECI in regard to the performance of any obligation of SECI under this Agreement or enforcement of any right of AP Discom(s) against SECI under this Agreement, the same shall be subject to the ability of SECI to enforce the corresponding obligations assumed

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Energy Conservation
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by SPD to SECI under the SECI-SPD PPA, SECI shall not be required to perform and implement the obligations of SECI or agree to the enforcement of the rights of AP Discom(s) under this Agreement till such time the corresponding obligations under SECI– SPD PPA is duly implemented by the SPD and in case of monetary obligations the amount is received by SECI from the SPD. In the event of any such claim arising at the instance of AP Discom(s), the parties shall discuss on the course of action to be initiated by SECI against the SPD for enforcement of the corresponding obligation and all proceedings to be initiated by SECI against the SPD for such enforcement shall be pursued by SECI in consultation with AP Discom(s).

XI. The parties hereby agrees that the Liquidated Damages are payable by SPD under the SECI – SPD PPA for the delay in the commissioning of the Solar PV Projects and for short supply of the contracted capacity of the Solar Power The amount of such liquidated damages for delay shall be payable to AP Discom(s) only upon the receipt of the amount from the SPD. AP Discoms shall not be entitled to make any deductions towards the claim of liquidated damages against any payment due to SECI and all such other payments shall be made by AP Discoms by the Due Dates, notwithstanding the status of the pending claims on liquidated damages. The Parties agree that as an intermediary, SECI shall have no legal obligation to pay any amount towards liquidated damages except when the amount of such liquidated damages has been recovered from the SPD by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.

XII. The parties agree that the various terms contained in the SECI – SPD PPA such as Scope of Project, Terms of the Agreement, Performance Guarantee, Conditions Subsequent, Obligations of the respective Parties, Construction of the Power Generation Capacity, Synchronization, Commissioning and Commercial Operation, Operation and Maintenance, Purchase and Sale of Solar Power, Measuring and Metering and Dispatch of Power, Billing and Power Accounting and payments, Liabilities, Force Majeure, Events of Default, Termination, Transfer, Change in Law, Indemnity, Insurance, Assignment and Changes, Financing and Bankability, Representations and Warranties, Governing Law, Notices and all other Miscellaneous Terms provided in the SECI- SPD

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P&MM&IPC,
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Energy Conservation
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PPA shall mutatis mutandi apply to this agreement between SECI and AP Discom(s). Unless otherwise specified, the terms as defined in the SECI-SPD PPA shall mutatis mutandi apply to this agreement between SECI and AP Discom(s).

XIII. The AP Discom(s) shall be responsible to for directly coordinating and dealing with the SPD, State Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Solar Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the SPD and AP Discom(s) are the Grid connected entities and SECI as intermediary procurer/trading licensee is not a Grid connected entity in respect of the Solar Power contracted under this Agreement;

Article 1. APPLICABLE TARIFF

1.1 The Tariff applicable for the sale of Solar Power by SECI to the AP Discom(s) under this Agreement shall be the Tariff as applicable for payment by SECI to SPD under the terms of the Power Purchase Agreement between SECI and the SPD and in addition thereto a trading margin of 7 paise/kWh (Rupee Seven Paisa/kWh) payable by the AP Discom(s) to SECI which SECI shall be entitled to appropriate as its income.

Article2. BILLING AND PAYMENT

2.1 General

2.1.1 From the commencement of supply of power by SECI, the AP Discom(s) shall pay to SECI the monthly Tariff Payments, on or before the Due Date as specified in Article 2.2.1, in accordance with Tariff as specified in Article 1. All Tariff Payments by the AP Discom(s) shall be in Indian Rupees. Monthly bill/s shall be raised by SECI based on JMR (joint Meter reading)/SEA signed between SPD and AP discoms.

2.2. Payment of Monthly Bills

2.2.1 The Due Date for payment of Monthly Bills shall mean the Last Day of the Month provided SECI raises bill up to 4th day of the month. For the bills raised after 4th of any

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
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Energy Conservation
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Month, it shall be 30th day from the date of raising the bill, by which date such Monthly Bill is payable by the Buying Utility. The Discom(s) shall pay the amount payable under the Monthly Bill on or before the Due Date to such account of SECI, as shall have been previously notified to the Discom(s) in accordance with Article 2.2.2 below.

2.2.2. SECI shall open a bank account at New Delhi ("SECI's Designated Account") for all Tariff Payments to be made by the Discom(s) to SECI, and notify the Discom(s) of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Discom(s) shall also designate a bank account at Hyderabad/Amrabati. (the Discom(s)'s Designated Account") and inform SECI of the details of such account ninety (90) Days before the dispatch of the first Monthly Bill. SECI and the Discom(s) shall instruct their respective bankers to make all payments under this Agreement to the Discom(s)' Designated Account or SECI's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

2.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the Discom (s) thirty (30) days beyond the Due Date, a Late Payment Surcharge shall be payable by the Discom(s) to SECI at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by SECI through the next Monthly Bill.

2.4 Rebate

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SECI to Discom(s) in the following manner.

a) A Rebate of 2% shall be payable to the Discom(s) for the payments made within a period of three (3) days of the date of presentation of bills through e-mail.

b) Any payments made beyond a period of 3 days of the date of presentation of the bills through e-mail, on or before due date shall be allowed a rebate of 1%.

c) For the above purpose, the date of presentation of bill shall be same day in case it is delivered on or before 12:00 noon, else it would be the next Business Day.

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

d) No Rebate shall be payable on the Bills raised on account of taxes, duties, cess, etc.

Article 3. Payment Security Mechanism

(A) Letter of Credit (LC)

3.1 The AP Discom(s) shall provide to SECI, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the AP Discom(s), which may be drawn upon by SECI in accordance with this Article. The AP Discom(s) shall provide SECI draft of the Letter of Credit proposed to be provided to SECI two (2) months before the Scheduled Commissioning Date.

3.2. Not later than one (1) Month before the Start of Supply, the Discom(s) shall through a scheduled bank at Hyderabad/Amrabati open a Letter of Credit in favour of SECI, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed every year, in the month of January and revised w.e.f. April for 105% of amount in the following manner:

(i) For the first Contract Year (Post COD), equal to the estimated average monthly billing;

ii) For each subsequent Contract Year, equal to the monthly average billing for the previous Year.

3.3 SECI shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a Month provided that there are no outstanding dues.

3.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 3.2 due to any reason whatsoever, the Discom(s) shall restore such shortfall within seven (7) days from the occurrence of such shortfall.

3.5 The Discom(s) shall cause the scheduled bank issuing the Letter of Credit to intimate SECI, in writing regarding establishing of such irrevocable Letter of Credit and of any changes therein.

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

3.6 The Discom(s) shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

3.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Discom(s).

3.8 If the Discom(s) fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 4.1 and 4.2, SECI may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Discom(s), an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill which has remained unpaid by the Discom(s);

ii) a certificate from SECI to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

(B) State Government Guarantee

3.9. The Buying Utility shall extend the State Government Guarantee, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any [for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]. SECI shall ensure that upon invoking this guarantee, it shall at once, pass on SECI shall ensure that upon invoking this guarantee, it shall at once, pass on the PPA are due.

(C) Payment Security Fund

3.15. In addition to provisions contained in Article 3(A) and (B) above, the AP Discoms shall provide Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months' billing.

It is hereby clarified that the State Government guarantee shall be invoked only after the SECI has been unable to recover its dues under the PSA by means of the

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
P&MM&IPC,
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Chief General Manager
Energy Conservation
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APEPDCL, Visakhapatnam

Letter of Credit and the Payment Security Fund.

(D) Third Party Sales by SECI

3.16 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the following event(s), SECI shall be entitled to {but not an obligation to} regulate power supply from any of the SECI Stations to the AP Discoms;

i) Default in making payment by the 60th day from the date of presentation of Bill,

ii) Non-recoupment of LC by the 7th day of its operation.

iii) Non-availability of LC for operation and for its required value by the 7th day of the Due Date.

3.17. SECI shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 2 days to start the regulation on the 3rd day.

3.18 Regulation of Power Supply would be on pro rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill. In case of shortfall in amount of LC available, the right to regulate shall be in the ratio of shortfall in LC maintained /available to the total amount of LC required.

3.19 In order to avoid any doubts, it is illustrated that:

i) In the event of a bill amounting to Rs. 25 Crore is unpaid to the extent of Rs. 10 Crore, SECI would have a right to regulate and sell AP Discoms's allocation of the power to third parties to the extent of 40% (i.e. 10/25x100).

ii) If LC required to be opened/ maintained by AP Discoms is to the extent of Rs. 25 Crore and LC opened/maintained/available is to the extent of Rs. 15 Crore only i.e. LC available is short by Rs. 10 Crore, SECI would have a right to regulate and sell AP Discoms's allocation of power to third parties to the extent of 40% (i.e. 10/25x100).

3.20 SECI shall have the right to divert the Power or part thereof and sell it to any third party namely;

i) Any consumer, subject to applicable Law; or

ii) Any licensee under the Act;

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Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

SECI shall request the concerned SLDC/RLDC to divert such power to third party as it may consider appropriate.

Provided that such sale of power to third party shall not absolve the AP Discoms from its obligation to pay in full to SECI for the solar power as per SECI-SPD PPA.

The amount realized from the diversion and sale of power to third party over and above the Applicable Tariff, any charges including open access charges and other costs shall be adjusted first against the pending liability of the Buying Utility. Deficit if any shall be made good by the Buying Utility.

3.21 Sales to any third party shall cease and regular supply of electricity to the AP Discoms shall commence and be restored within thirty (30) days from the date of clearing all the outstanding dues payable to SECI under this Agreement.

3.22 Further, that the liability of the AP Discoms to make the Tariff Payments to SECI as per Energy Accounts shall start from the day of such restoration of supply of power and shall continue for such periods wherein such power was made available by SECI and SPD for usage by the AP Discoms.

ARTICLE 4 - Disputed Bill

4.1 If the AP Discoms does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

4.2 If the AP Discoms disputes the amount payable under a Monthly Bill it shall pay 95% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

4. 3 If the SECI agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 4.0, the SECI shall make appropriate adjustment in the next Monthly Bill. In such a case

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A.P.S.P.D.C.L., Tirupathi

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Energy Conservation
Corporate Office
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excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the AP Discoms and up to and including the date on which such payment has been received as refund.

4.4 If the SECI does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 4.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

4.5 Upon receipt of the Bill Disagreement Notice by the AP Discoms under Article 4.4, authorized representative(s) or a director of the board of directors/ member of board of the AP Discoms and SECI shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

4.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 4.4, the matter shall be referred to Dispute resolution in accordance with governing Laws and Dispute Resolution in PPA.

4.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the AP Discoms shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the invoice amount in the Monthly Bill.

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Article 5: EVENTS OF DEFAULT AND TERMINATION

5.1 ***Discom(s) Event of Default***

5.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a Discom(s) Event of Default:

(i) Any amount subject to Article 4.0 remains outstanding beyond a period of ninety (90) days after the Due Date and SECI is unable to recover the amount outstanding from the Discom(s) through the Letter of Credit; or

(ii) The Discom(s) fails to evacuate power from the Delivery Points for a continuous period of three days subject to cumulative ceiling of fifteen days in a year.

(iii) if (a) the Discom(s) becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the Discom(s), or (c) the Discom(s) goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the Discom(s) will not be a Discom(s) Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Discom(s) and expressly assumes all obligations of the Discom(s) under this Agreement and is in a position to perform them; or

(iv) the Discom(s) repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from SECI in this regard; or

(v) except where due to any SECI 's failure to comply with its material obligations, the Discom(s) is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the Discom(s) within thirty (30) days of receipt of first notice in this regard given by SECI .

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

(vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Discom(s).

5.2 ***Procedure for cases of Discom(s) Event of Default***

5.2.1 Upon the occurrence and continuation of any Discom(s) Event of Default under Article5.1, SECI shall have the right to deliver to the Discom(s) a notice, stating its intention to terminate this Agreement (SECI Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

5.2.2 Following the issue of SECI Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

5.2.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

5.2.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Discom(s) Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Discom(s) and

5.2.5 Subject to the occurrence and continuation of default by as contained under Article 5.0,

5.2.5.1 Subject to the prior consent of the SECI, the AP Discom(s) shall novate its part of the PSA to any third party, including its Affiliates within the period of 210 days beyond the period of 30 days,

5.2.5.2 In the event the aforesaid novation is not acceptable to the SECI, or if no offer of novation is made by the defaulting AP Discom(s) within the stipulated period then the SECI may terminate the PSA and at its discretion require the defaulting AP Discom(s) to either

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A.P.S.P.D.C.L., Tirupathi

(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity or,

(ii) pay to the SPD, damages, amount equivalent to the last 6 (six) months average billing, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD.

5.3 ***Termination of back to back agreements***

In case of termination of SECI-SPD PPA, this Agreement shall automatically be of reduced capacity but only to the extent of that particular SECI-SPD PPA capacity. In case of termination of all the corresponding SECI-SPD PPAs for the cumulative capacity of 750 MW, this Agreement shall automatically be terminated. Provided that in case of such reduction/termination, any pending monetary liabilities of either Party shall survive on the reduction/termination of this Agreement. In the event of termination of PPA/PSA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the AP Discom(s).

ARTICLE6:MISCELLANEOUS PROVISIONS

6.1 Amendment

6.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties, with the approval of the Appropriate Commission, if necessary. Subject to the provisions of the RfS Document and keeping this Agreement as principle Agreement, both Parties may execute further Agreement on similar terms and conditions.

6.2 Third Party Beneficiaries

6.2.1 This Agreement is solely for the benefit of the Parties, SPD and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

6.3 Waiver

6.3.1 No waiver by either Party of any default or breach by the other Party in the performance

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Chief General Manager
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Corporate Office
APEPDCL, Visakhapatnam

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

6.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

6.4 Confidentiality

6.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law

without the prior written consent of the other Party.

6.5 Severability

6.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

6.6 Notices

6.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

6.6.2 If to the AP Discoms, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

Attention	:	Chief General Manager
Address	:	Energy conservation, Eastern Power Distribution Company of Andhra Pradesh. Ltd. Vishakhapatnam - 530013.
Email	:	solar@apeasternpower.com
Fax. No.	:	
Telephone No.	:	0891-2582350

Attention	:	Chief General Manager, P&MM&IPC,
Address	:	Southern Power Distribution Copany of Andhra Pradesh Ltd. Tirupathi - 517503.
Email	:	gmipcspdcl@gmail.com
Fax. No.	:	
Telephone No.	:	

6.6.3 If to SECI, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address	: D-3, 1st Floor, Wing-A, Prius Platinum, District Centre, Saket, New Delhi-110017
Attention	: Additional General Manager (Power Systems)
Email	: aknaik@seci.co.in
Fax. No.	: 011-71989287
Telephone No.	: 011-71989214

6.7 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

6.8 The duly executed Power Purchase Agreement between SECI and SPD shall be attached to this Agreement and shall be read along with Agreement as a composite back to back process for Generation and supply of electricity to AP Discom(s) to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of
[SECI Limited]

27.07.2018

ए.के. नायक / A.K. Naik
अपर महाप्रबंधक (पी.एस.) / Addl. General Manager (PS)
भारतीय सौर ऊर्जा निगम लि. / Solar Energy Corp. of India Ltd.
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
डी-3,प्रथम तल, 'ए' विंग, डिस्ट्रिक्ट सेन्टर, साकेत, नई दिल्ली-17
D-3, 1st Floor, 'A' Wing, District Centre, Saket, New Delhi-110017

Signature with seal

Witness (ANISH PARASHAR)

For and on behalf of
[Eastern Power Distribution Company of Andhra Pradesh Ltd. (APEPDCL)]

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

Signature with seal

For and on behalf of
[Southern Power Distribution Company of Andhra Pradesh. Ltd. (APSPDCL)]

Chief General Manager
P&MM&IPC,
APSPDCL, Tirupathi

Signature with seal

Witness V.S. Saibaba
(V.S. SAIBABA)
ADE/EPDCL/000

SCHEDUE A :

PPA

SCHEDUE B

PARTICULARS OF THE PROJECT

S No.	Name of the SPD	Location	Project Capacity	Tariff (INR/kWh)
1	SB Energy Seven Private Ltd	Plot No.	250 MW	2.70/kWh

- Out of 250 MW, 0.25 MW is for Auxiliary consumption and 249.75 MW is for export to grid sale to AP Discoms.

SCHEDUE C

AMOUNT REALISATION FOR SALE OF SOLAR POWER

i. The billing to the Buying Utility shall be done by SECI for realization of amount for solar power.

ii. The payments to be made by the Buying Utility to SECI for the Solar Power in a Monthly Invoice shall comprise of amounts to be realized for Solar Power.

iii. The Bills shall be raised by SECI on the Buying Utility as mentioned under:

1. **Provisional Billing for Solar Power on the basis of actual generation of the previous month**

Provisional Amount for power for the Applicable month

$$A_p = \sum Ep(sp) * T(sp) + \sum Atr$$

Where,

- A_p = Provisional Billing amount (in Rs.) for Solar Power for the applicable Month;
- E_p (sp) = No. of units (kWh) for the applicable Month;
- T(sp)= Tariff (in Rs./kWh) subject to article 2 of this Agreement;
- A_{tr} = Monthly Transmission Charges (Rs.) as applicable for the link between the respective STU pooling Station to STU grid station/CTU grid station for the Solar Power Stations, as the case may be; The Monthly Transmission Charges shall be based on Demand Charges and Usage Charges of the CTU;

2. **Adjustment against Provisional Billing for Solar Power for the preceding previous month on the basis of Actual Energy Accounts through Credit and Debit note.**

Solar Energy Corporation of India Ltd. New Delhi

Chief General Manager
P&MM&IPC,
A.P.S.P.D.C.L., Tirupathi

Chief General Manager
Energy Conservation
Corporate Office
APEPDCL, Visakhapatnam

DRAFT

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT OF 250 MW SOLAR POWER

ON LONG TERM BASIS

Between

SB Energy Seven Private Limited

And

Solar Energy Corporation of India Limited

..... [Insert month and year]

INDEX

1 ARTICLE 1: DEFINITIONS AND INTERPRETATION 5
2 ARTICLE 2: TERM OF AGREEMENT 15
3 ARTICLE 3: CONDITIONS SUBSEQUENT 19
4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT 19
5 ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND 27
6 ARTICLE 6: DISPATCH AND SCHEDULING 30
7 ARTICLE 7: METERING 31
8 ARTICLE 8: INSURANCES 30
9 ARTICLE 9: APPLICABLE TARIFF 32
10 ARTICLE 10: BILLING AND PAYMENT 33
11 ARTICLE 11: FORCE MAJEURE 39
12 ARTICLE 12: CHANGE IN LAW 42
13 ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION 43
14 ARTICLE 14: LIABILITY AND INDEMNIFICATION 47
15 ARTICLE 15: ASSIGNMENTS AND CHARGES 50
16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION 51
17 ARTICLE 17: MISCELLANEOUS PROVISIONS 54
SCHEDULE 1: POWER SALE AGREEMENT (PSA) 56
SCHEDULE 2: PARTICULARS OF THE PROJECT 57

This Power Purchase Agreement is made on the [Insert date] day of [Insert Month] of [Insert Year] at New Delhi.

Between

SB Energy Seven Private Limited a company incorporated under the Companies Act 1956 or the Companies Act 2013 as applicable, having its registered office at 5th Floor, Worldmark-2, Asset Area-8, Hospitality District, Aerocity, NH-8, Delhi-110008 (hereinafter referred to as "Solar Power Developer or SPD", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the First Part;

And

Solar Energy Corporation of India Limited, a company incorporated under the Companies Act 1956, having its registered office at 1st Floor, A-Wing, D-3, District Centre, Saket, New Delhi-110017 (hereinafter referred to as "SECI", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) as a Party of the Second Part.

The SPD and SECI are individually referred to as 'Party' and collectively referred to as 'Parties'.

Whereas:

A. SECI is a Government of India Undertaking and has been designated by the Government of India as the nodal agency for implementation of MNRE scheme for developing grid connected solar power capacity including Phase-II, Batch-IV of the National Solar Mission (NSM) of Government of India (GoI), and intends to facilitate the development of Solar Power projects in India and for sale of Solar Power generated to the Distribution Licensees in the States to enable them to procure Solar Power including for due fulfillment of the Renewable Purchase Obligations specified under the Electricity Act, 2003;

B. SECI, as an Intermediary Procurer and in line with the provisions of the "NSM Guidelines for selection of 5000 MW Grid Connected Solar PV Power Projects under Phase-II Batch IV" notified vide No. 32/3/2014-15/GSP dated 14th March 2016 including its subsequent amendments and clarifications" and "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects", issued by Ministry of Power, Government of India, vide resolution no.23/27/2017-R&R dated 03.08.2017, has issued the RfS for selection of SPDs for development of 3*250 MW in the Kadapa Solar Park being developed by Andhra Pradesh Solar Park Corporation Limited (APSPCL), in Kadapa district, Andhra Pradesh (herein after referred to as 'Solar PV Project' or "Project").

C. SB Energy Seven Private Limited (hereinafter referred to as the '**SPD**'), has been declared as a successful bidder against the RfS No.SECI/NSM/P2-B4-T15/RfS/AP/012018 Dated: 05.01.2018 and subsequent amendment, SECI/NSM/P2-B4-T15/RfS/AP/Amendment-01& 02 issued by SECI on 11/05/2018 and 18/05/2018 for selection of SPDs for

development of 3*250 MW in the Kadapa Solar Park.

D. SECI has issued the Letter of Intent (LOI) [Insert LOI No.] dated... . to the SPD for development of a Solar Power Project 250 MW in the Kadapa Solar Park;

E. Pursuant to the issuance of LOI by SECI to the SPD, the SPD has agreed to set up the Solar Power Project based on Photo Voltaic technology of 250 MW capacity in the Solar Park in the state of Andhra Pradesh.

F. SECI has agreed to purchase such Solar Power from SPD as an Intermediary Procurer and sell the quantum of contracted capacity from the SPD to the State Distribution Licensees in the State of Andhra Pradesh (hereinafter referred to as the 'AP Discom(s)') on back to back basis as per the Power Sale Agreement to be entered into with AP Discom(s) as per the provisions of the said Guidelines of MoP.

G. SECI, in pursuance of the Letter of Intent issued to the SPD, has, signed the Power Sale Agreement dated .....with the AP Discom(s) to sell such power as per the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power on 03.08.2017

H. SECI agrees to procure power from the SPD and the SPD has agreed to sell power to SECI up to the contracted capacity @Rs 2.70/kWh at levelised Tariff offered by SPD as per the terms of this agreement.

I. The Parties have agreed to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPD to SECI, as per the terms and conditions of this Agreement.

J. The SPD has submitted the Performance Bank Guarantee to SECI amounting to Rs ..... with a validity of ..... months.

K. SECI shall be the trading licensee to undertake trading on such purchase of Solar Power from SPD and resell the Power to AP Discom(s) for fulfilling the obligations assumed by SECI in this agreement.

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

1 *ARTICLE 1: DEFINITIONS AND INTERPRETATION*

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Central Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	:	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	:	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	:	shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 and where ever the context so requires the State Electricity Regulatory Commission referred to in section 82 I or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;
"Bill Dispute Notice"	:	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Bulk Consumer"	:	shall have the same meaning as provided in CERC (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time;
"Business Day"	:	shall mean with respect to SPD and SECI, a day other than Saturday, Sunday or a statutory holiday, on which the banks remain open for business in Delhi;
"Buying Utilities" or "End Procurer"	:	shall mean the distribution utilities of the Andhra Pradesh namely Andhra Pradesh Southern power Distribution Company Limited (APSPDCL) and Andhra Pradesh Eastern power Distribution Company Limited (APEPDCL) namely, AP Discom(s), who entered

		the PSA (s) with SECI for purchase of Power; unless otherwise intimated in writing separately;
"Capacity Utilization Factor" or "CUF"	:	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the "Delivery / Inter- connection / Metering Point". In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;
"CERC"	:	shall mean the Central Electricity Regulatory Commission of India, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"Change in Law"	:	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commissioning"	:	shall have the meaning ascribed thereto in Article 5 of this Agreement;
"Commercial Operation Date (COD)"		shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be;
"Competent Court of Law"	:	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	:	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power;
"Consultation Period"	:	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPD Preliminary Default Notice or SECI Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event

		having regard to all the circumstances;
"Contract Year"	:	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: in the financial year in which the SCD would occur, the Contract Year shall end on the date immediately before the SCD and a new Contract Year shall commence once again from the SCD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	:	shall mean 250 MW (AC) contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project for onward sale to AP Discom(s) namely Andhra Pradesh Southern power Distribution Company Limited (APSPDCL) and Andhra Pradesh Eastern power Distribution Company Limited (APEPDCL) who have signed the PSA (s) with SECI for purchase of such Power;
"Delivery / Inter-connection / Metering Point"	÷	shall mean the point at 220 kV where the power from the solar Power Project is injected into the STU/CTU substation (including the dedicated transmission line connecting the power project with the designated substation). Metering shall be done at this interconnection point where the power is injected into the **Designated Substation** i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/SERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised or substituted from time to time. Energy accounting and payment shall be done from the Delivery Point. All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC/SLDC charges etc.) as notified by the competent authority / regulator shall be borne by the SPD and

		beyond the Delivery Point all charges and losses as notified by the competent authority / regulator from time to time shall be borne by the Buying Utilities. In case it is paid by SECI or SPIA on behalf of Buying Utilities / SPD, the same shall be recovered from the Buying Utilities / SPD (as applicable);
"Designated Substation"		shall mean the Grid interconnecting substation located at [Insert details of location] having [Insert input / output voltage level specified] and as designated by the SPIA for interconnection of the Project with the Grid;
"Discom(s)" or AP Discom(s)	:	shall mean the distribution utility of the Andhra Pradesh namely Andhra Pradesh Southern power Distribution Company Limited (APSPDCL) and Andhra Pradesh Eastern power Distribution Company Limited (APEPDCL) who have signed the PSA (s) with SECI for purchase of Solar Power to be generated and supplied by the SPD as per this Agreement;
"Dispute"	:	shall mean any dispute or difference of any kind between SECI and the SPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	:	shall mean the forty-fifth (45th) day after a Monthly Bill or a Supplementary Bill is received and duly accepted by SECI , if such day is not a Business day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by SECI;
"Effective Date"	:	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	:	shall mean the Electricity Act, 2003 and the rules and regulation made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	:	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the

		revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; SECI reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of same by the AP Discom(s);
"Event of Default"	:	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	:	shall mean the date occurring twenty-five (25) years from the Scheduled Commissioning Date subject to that the supply of power shall be limited for a period of 25 years from the Scheduled Commissioning Date unless extended by the Parties as per this Agreement;
"Financial Closure"	:	shall mean compliance with the requirements under Article 3.1 of this Agreement;
"Financing Agreements"	:	shall mean the agreements pursuant to which the SPD has got financing for the Power Project including the loan agreements, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of SECI;
"Force Majeure" or "Force Majeure Event"	:	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Grid Code" / "IEGC" or "State Grid Code"	:	shall mean the Grid Code specified by the CERC under Clause (h)of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
Implementation Support Agreement"		shall mean the agreement to entered into by the SPD as provided in Article. 3.1 (c) of this Agreement;
"Indian Governmental Instrumentality"	:	shall mean the Government of India, Governments of Andhra Pradesh and also any other State Government or Union Territory and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of

		India or any of the above state Government(s) or both, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Insurances"	:	shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	:	shall mean the facilities on SPD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Intermediary Procurer"	:	shall mean, Solar Energy Corporation of India Limited (SECI);
"Invoice" or "Bill"	:	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	:	shall mean a situation where none of the promoter shareholders has at least 51 % shareholding in the paid up share capital and voting rights in the SPD, and the control is exercised jointly;
"Late Payment Surcharge"	:	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	:	shall mean in relation to this Agreement, all laws in force in India including Electricity Laws of India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;

"Letter of Credit" or "L/C"	:	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MNRE"	:	Shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	:	shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month;
"National Solar Mission or NSM"	:	shall mean the National Solar Mission launched by the Government of India vide resolution No.5/14/2008-P&C dated11th January 2010, as amended from time to time;
"NSM Phase-II Batch IV"	:	shall mean the Phase II Batch IV of the NSM;
"Open Access Charges"	:	shall mean the charges levied by the CTU/ RLDC / STU/ SLDC of the State wherein the Solar Power Project is located for the grant of Open Access as defined in Electricity Act 2003 and amended time to time;
"Party" and "Parties"	:	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	:	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee"	:	shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to SECI from a bank mentioned in Schedule 2 of this Agreement in the form attached hereto as Schedule1;
"Pooling Substation / Pooling Point"	:	shall mean a point / substation as identified by the SPIA where more than one solar PV project may connect to a common transmission system. The losses in the common transmission system up to the Delivery Point shall be apportioned to the individual Projects for the purpose of billing, based on generation side meter reading i.e. at the interconnection point of the pooling substation. In such case, it shall be responsibility of the SPD to obtain and furnish the meter reading jointly by the SPD, SPIA and any competent authority (State Government or Central Government) (if applicable), jointly signed by all parties;

"Power Project" or "Project"	:	shall mean the solar power generation facility of Contracted Capacity of 250 MW, located in the Solar Park being developed by the SPIA/SPPD at [Insert Village, Tehsil, District] in Andhra Pradesh and having a separate boundary, control system, metering and separate points of injection into the grid at Delivery/Interconnection/Metering Point at Designated Substation or in case of sharing of transmission lines, by separate injection at Pooling Point. This includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Power Sale Agreement" or "PSA"	:	shall mean the Power Sale Agreement entered between the AP Discom(s) and SECI (SECI- AP Discom(s) PSA) for selling the power as per the provisions of Guidelines for Phase-II Batch-IV of NSM and the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no.23/27/2017-R&R dated 03.08.2017;
"Preliminary Default Notice"	:	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Financing / Arrangements Financial Closure"	:	shall mean arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;
"Prudent Utility Practices"	:	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power

		generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project;
"RBI"	:	shall mean the Reserve Bank of India;
"RLDC"	:	shall mean the concerned Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"Rebate"	:	shall have the same meaning as ascribed thereto in Article 10.3.5of this Agreement;
"Rupees", "Rs.", "₹"	:	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD"	:	shall mean [Insert a date as on 21 months (as per RfS) from the Effective Date];
"SLDC"	:	shall mean the centre established under Sub-section (1) of Section31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located i.e. APSLDC;
"SLDC Charges"	:	shall mean the charges levied by the SLDC of the state wherein the Solar Power Project is located i.e. APSLDC;
"Solar Park"	:	shall mean concentrated zone of development of solar power generation projects being developed by the SPIA under GOI's Scheme for Solar Parks and Ultra Mega Solar Power Projects and provides an area that is well characterized, with proper infra structure and access to amenities;
"Solar Photovoltaic" or "Solar PV"	:	shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being set up by the SPD to provide Solar Power to SECI as per the terms and conditions of this Agreement;
"Solar Power"	:	shall mean power generated from the Solar Photovoltaic Power Project;

"Solar Power Park Developer" or "SPIA" or "SPPD"		Shall mean Andhra Pradesh Solar Park Corporation Limited (include its successors and assignees) under Companies Act, 1956 or Companies Act 2013, as applicable;
"State Transmission Utility" or "STU"	:	shall mean the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act i.e. AP Transco;
"Tariff"	:	shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	:	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	:	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	:	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Trading Margin"	:	shall mean margin payable towards the services provided by SECI as fixed by MNRE, for sale of solar power to AP Discom(s) or any other entity, which shall be Rs 0.07/kWh.
"Unit/Part Commissioning"	:	Subject to the compliance of Conditions / procedure as detailed under Schedule-6 of this Agreement, Unit / Part Commissioning shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of the this Agreement and RfS document. Part Commissioning shall not be applicable for Projects having capacity less than 100 MW;
"Unit Commercial Operation Date (UCOD)"	:	shall mean the date of issuance of commissioning certificate for the respective part(s) of the Power Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee duly constituted and also starts injecting and scheduling power from the Power Project to the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
"Week"	:	shall mean a calendar week commencing from 00:00 hours of

		Monday, and ending at 24:00 hours of the following Sunday;

1.2 *Interpretation*

1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure;

1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1, 00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees", "Rs" or rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or

corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;

1.2.16 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

2 ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date and Condition Precedent

2.1.1 This Agreement shall come into effect from [Insert the Date as on 30th day of issuance of Letter of Intent to the SPD] and such date shall be the Effective Date for the purpose of this Agreement.

2.1.2. Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that within two (2) months from the Effective Date, the AP Discom(s) shall duly obtain the order of the Andhra Pradesh Electricity Regulatory Commission adopting the Tariff and approving the procurement of the contracted capacity, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the AP Discom(s). Any modifications in the PPA directed by the Andhra Pradesh Electricity Regulatory Commission or AP Discom(s), as applicable, as a result of adoption of the Tariff and approving the procurement of the contracted capacity, shall be binding on both Parties to this Agreement.

2.1.3. The Parties agree that in the event, the order of adoption of Tariff, trading margin and the Agreements for procurement of Power, as mentioned above is not given by the Andhra Pradesh Electricity Regulatory Commission within the time specified above, this Agreement as well as the Power Sale Agreement shall stand cancelled and terminated with no liability of either party to the other or vis a vis AP Discom(s), unless the parties mutually agree to extend the time for fulfilling the Conditions Precedent.

2.2 Term of Agreement

2.2.1 Subject to Article 2.1, 2.3 and 2.4, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date on agreed terms and conditions between the Solar Power Developer (SPD), SECI and the AP Discom(s).

2.2.2 The SPD is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the SECI, SECI shall not be obligated to procure power beyond the Expiry Date.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date if either SECI or SPD terminates the Agreement, pursuant to Article 13 of this Agreement or if the terms of Conditions Precedent mentioned in Article 2.1.2 are not satisfied.

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

3 ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the SPD

The SPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the SPD's own cost and risk within seven (7) months from the Effective Date, i.e. by_____ [insert the date which is 7 months from Effective Date] unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by SECI:

a) The SPD shall obtain or apply for (as applicable) all Consents, Clearances and Permits required for supply of power to SECI as per the terms of this Agreement. SECI shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Solar Power Project. The SPD shall, on his own, obtain permissions/sanctions from Government authorities, if any required for establishing the Project. Any steps that may taken by SECI in regard to grant of such consents and permits or any other approval to be taken by the SPD shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.

b) The SPD shall make Project Financing Arrangements for its Projects(s)and shall provide necessary certificates/documents to SECI in this regard;

c) The SPD shall enter into an Implementation Support Agreement with Solar Park Implementation Agency (SPIA) and/or Lease Deed/Right to Use Agreement (as applicable) with the SPPD for Land & associated infrastructure for development of the Project inside the Solar Park and for connectivity with the STU/CTU System for confirming the evacuation of power by the Scheduled Commissioning Date;

d) The SPD shall submit plans to fulfil the technical requirements according to the NSM guidelines for selection of projects and produce the documentary evidence of the same;

e) The SPD shall be required to demonstrate/infuse cumulative capital in the form of equity for an amount of at least Rs. 0.35 Cr./MW at this stage. *The SPD shall also be required to demonstrate / infuse cumulative capital in the form of equity for an amount of at least Rs. 1.0 Cr./MW as per Contract Capacity before the SCD*;

The SPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within seven (7) months from the Effective Date.

3.2 Consequences of non-fulfilment of conditions subsequent

3.2.1 In case of a failure to fulfill the conditions subsequent and/or submit the documents as above, SECI shall encash the Performance Bank Guarantee submitted by the SPD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a prior notice to the SPD in writing of at least seven (7) days unless the delay (subject to the conditions that SPD has made / is making all possible efforts) is on account of delay in

allotment of Land or Connectivity in the Solar Park by the SPIA or by Government or due to Force Majeure Event. Unless extended as per provisions of Article 3.2.2 of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.2 An extension without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of SPD on payment of Rs. 10,000/- per day per MW to SECI. Such extension charges are required to be paid to SECI in advance, for the period of extension required. In case of any delay in depositing this extension charge, SPD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to SECI is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7th day. This amount will go into the Payment Security Mechanism. This extension will not have any impact on the Scheduled Commissioning Date. Any such amount paid by the SPD, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on the Scheduled Commissioning Date. However, in case the SPD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the SPD shall not be refunded by SECI.

3.2.3 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.4 In case of the inability of the SPD to fulfil any one or more of the conditions specified in Article 3.1 due to any Force Majeure event the time period for fulfilment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. In case of delay in handing over of land by the SPIA as per the timeline specified in the Land Agreement, other than for any reason attributable to the SPD , such delay may entail a corresponding extension in financial closure and scheduled commissioning date.

3.2.5 Provided that due to the provisions of this Article 3.2.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to

an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

3.3.1 The Performance Bank Guarantee having validity of thirty four (34) months from the Effective Date and of Rs. 20 Lakh/MW to be furnished by SPD under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.

3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPD.

3.3.3 If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof in terms of this Agreement, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee, without prejudice to the other rights of SECI under this Agreement.

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, SECI shall return / release the Performance Bank Guarantee immediately after the successful Commissioning of the Project after taking into account adjustment any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement and subsequent to demonstration / infusion cumulative capital in the form of Equity for an amount of at least Rs1.0 Cr./MW).

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of SECI under this Agreement.

4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPD's Obligations

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

a) obtaining at solely at its cost and responsibility, all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents,

Clearances and Permits in full force and effect during the Term of this Agreement; and

b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices; and

c) the commencement of supply of power up to the Contracted Capacity to SECI no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the Term of the Agreement; and

d) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point/ Designated substation as specified by the SPIA; and

e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15; and

f) maintaining its controlling shareholding (controlling shareholding shall mean not less than 50% of the voting rights and paid-up share capital) prevalent on the Effective Date of PPA in the Company/Consortium developing the project up to a period of one (1) year after the Commercial Operation Date. However transfer of controlling shareholding within the same Group Companies of SPD will be allowed with the permission of SECI after the COD subject to the condition that the management control remains within the same Group Companies; and

g) The SPD shall be responsible to for directly coordinating and dealing with AP Discom(s), Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Solar Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the SPD and AP Discom(s) are the Grid connected entities and SECI as intermediary procurers/ trading licensee is not a Grid connected entity in respect of the Solar Power contracted under this Agreement; and

h) fulfilling all obligations undertaken by the SPD under this Agreement.

4.2 Information regarding Interconnection Facilities

4.2.1 The SPD shall be required to obtain all information from SPIA/ STU/ CTU / concerned

authority with regard to the Interconnection Facilities necessary to enable it to design, install and operate Plant and all interconnecting apparatus/ equipment on the SPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point.

4.2.2 The responsibility of getting connectivity with the transmission system up to Designated Substation as per the SPIA terms and conditions, will entirely be of the SPD, at its cost and responsibility. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall also be the responsibility of the SPD at his own cost. The maintenance of Transmission system up to the designated point as per the terms and conditions of SPIA shall be the responsibility of the SPD.

4.2.3 The arrangement of connectivity shall be made by the SPD through a dedicated transmission line as instructed by the SPIA. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point shall be borne by the SPD and the same will not be reimbursed by SECI or met by the STU/Discom(s). In case of any delay in connectivity to the Project and non- availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the SPD, provisions of Article 4.9 shall be applicable.

4.2.4 Penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the SPD to the extent the delay is attributable to the SPD.

4.2.5 All costs and charges including but not limited to the wheeling charges and losses up to the Interconnection Point associated with this arrangement will also be borne by the SPD.

4.2.6 In case of Pooling substation, losses in the transmission line shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.

4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell solar power to SECI and SECI undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4 Right to Contracted Capacity & Energy

4.4.1 SECI, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond 650.88 Million kWh (MU). If for any Contract Year, it is found that the SPD has not been able to generate minimum energy of 502.95 Million

kWh (MU) till the end of 10 years from the SCD and 473.36 Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons attributable to the SPD, such non-compliance by SPD shall make SPD liable to pay the compensation as payable to AP Discom(s) and shall duly pay such compensation to SECI to enable SECI to remit the amount to AP Discom(s). This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the SPD (as certified by the SLDC/RLDC). This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be as determined by the Appropriate Commission/Authority, and such penalty shall ensure that the Buying Utilities are offset for all potential costs associated with low generation and supply of power under the PPA. This compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of solar power by SPD. The compensation payable shall be applied to the amount of shortfall in generation during the Contract Year, and shall be 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff.

4.4.2 Any excess generation over and above the quantum specified under Article 4.4.1, may be purchased by SECI at a tariff as per Article 9.4, provided AP Discom(s) consents to purchase such power. While the SPD would be free to install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any entity other than SECI (unless refused by SECI). The SPD shall be required to intimate SECI about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 2 months prior to the proposed date of commencement of excess generation. SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 1 month of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by SECI within the said period of 1 month, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other

competent agency.

4.4.5. Any energy produced and flowing into the grid before Scheduled Commissioning Date shall not be at the cost of SECI or AP Discom(s). SECI may however agree to buy such power provided the AP Discom(s) consents for purchase of such power.

4.5 Extensions of Time

4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

a) any SECI Event of Default; or

b) Force Majeure Events affecting SECI, or

c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.5.2, for a reasonable period but not less than 'day for day' basis, to permit the SPD or SECI through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or SECI, or till such time such Event of Default is rectified by SECI.

4.5.2 Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate SECI about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the scheduled date. SECI can extend the time for financial closure up to 3 months, without any financial implications to the SPD, as brought out in Article 3.2.2. For any extension beyond the period of 3 months, SECI will approach MNRE, who will be authorized to decide on further extension with the approval of Secretary, MNRE.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(c) and (d), and if such Force Majeure Event continues even after a maximum period of three (3) Months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.5.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article16.

4.5.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Not Used.

4.5.7 - Notwithstanding anything to the contrary contained in this Agreement, any extension of the

Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date determined pursuant to Article 4.6.2.

4.6 Liquidated Damages not amounting to penalty for delay in Commissioning

4.6.1 If the SPD is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1 and 4.5.2, the SPD shall pay to SECI, damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

a) Delay up to 30 days beyond the Scheduled Commissioning Date - SECI will encash 20% of the total Performance BG on per day basis and proportionate to the Capacity not commissioned.

b) Delay of more than 30 days and up to 90 days beyond the Scheduled Commissioning Date- SECI will encash remaining Performance BG on per day basis and proportionate to the Capacity not commissioned.

c) In case the commissioning of the Power Project is delayed beyond 90 days beyond the Scheduled Commissioning Date, the pre-fixed tariff given in the Article 9.1 shall be reduced at the rate of half paisa (0.50 paisa) per kWh per day of delay for the delay in such remaining capacity which is not commissioned

4.6.2 The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in pre-fixed tariff shall be limited to thirty two (32) months from the Effective Date of this Agreement. In case, the commissioning of the Power Project is delayed beyond thirty two (32) months from the Effective Date, it shall be considered as an SPD Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/amended to the Project Capacity Commissioned within thirty two (32) months of the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.

4.6.3 However, if as a consequence of delay in commissioning, the applicable tariff changes, that part of the capacity of the Project (if applicable), for which the commissioning has been delayed shall be accounted for, at the tariff as per Article 9.0 of this Agreement.

4.6.4 The SPD further acknowledge that the amount of the liquidated damages fixed or the method of calculating the liquidated damages specified in this Agreement is a genuine and

reasonable pre-estimate of the damages that may be suffered by SECI/AP Discom(s) in each case specified under this Agreement".

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the solar power projects.

4.8 Third Party Verification

4.8.1 The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to SECI and a third Party nominated by SECI/MNRE for inspection and verification of the works being carried out by the SPD at the site of the Power Project.

4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of such third party.

4.9 Offtake constraints due to Transmission Infrastructure / Grid Unavailability & Backdown:

4.9.1 Generation Compensation in offtake constraint due to Transmission Infrastructure not being complete/ ready (Transmission constraint): After the Scheduled Commissioning Date, subject to the submission of documentary evidences from the Competent Authority, if the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the SPD, leading to off take constraint, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against SECI

Transmission Constraint	Provision for Generation Compensation
If the project is ready but the necessary power evacuation/ transmission infrastructure is not	a. The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be

ready, leading to offtake constraint	taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss. b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by SECI for compensating the generation loss.

However, it is clarified that if the project is ready for commissioning prior to the Scheduled Commissioning Date, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure, no compensation shall be permissible.

4.9.2 Generation Compensation in off take constraints due to Grid Unavailability: During the operation of the Project, generated power cannot be evacuated but due to transmission unavailability, the power is not evacuated, for reasons not attributable to the SPD. In such cases, subject to the submission of satisfactory documentary evidences from the competent authorities, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against SECI:

Duration of Grid unavailability	**Provision for Generation Compensation**
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)] *Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year* The excess generation by the SPD equal to this

	generation loss shall be procured by the SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

4.9.3 Offtake constraints due to Backdown for reasons not attributable to the SPD: The SPD and SECI shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authorities, the SPD shall be eligible for a minimum generation compensation, from SECI, restricted to the following and there shall be no other claim, directly or indirectly against SECI:

Duration of Backdown	**Provision for Generation Compensation**
Hours of Backdown during a monthly billing cycle.	Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff] *Where, Average Generation per hour during the month (kWh) =* *Total generation in the month (kWh) ÷ Total hours of generation in the month*

The SPD shall not be eligible for any compensation in case the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after receipt of SEA/Joint Meter Reading (SEA/JMR). No Trading Margin shall be applicable on the Generation Compensation as provided in Article 4.9.3 only.

It is hereby clarified that for the purpose of Article 4.9, "generation" shall mean energy based on State Energy Accounts or JMR as applicable

5 *ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION*

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The SPD shall give the concerned RLDC/SLDC, SECI, AP Discom(s) and Solar Park Implementing Agency (if applicable) at least sixty (60) days advanced preliminary written

notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/Grid System and checking/verification is made by the concerned authorities of the Grid System.

5.1.4 The SPD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected and all other concerned authorities in accordance with applicable Grid Code under intimation to SECI and AP Discom(s). In addition, the SPD will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation, subject to applicable laws and regulations at the Project site. SECI shall not be liable to pay any price to SPD for such infirm Power injected. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The SPD shall commission the Project as detailed in "**Schedule 6**: **Commissioning Procedure**" within twenty one (21) Months from the Effective Date. There can be part Commissioning of the project. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-6 and subsequent upon the successful visit by the Commissioning Committee.

6 ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The SPD shall be required to Schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent

agency and same being recognized by the SLDC/RLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation/ guidelines/ directions and any financial implication on account of this shall be on the account of the SPD. As stated above the declaration of availability scheduling and dispatch shall be coordinated and implemented between the SPD and the AP Discom(s), the two Grid connected entities.

6.1.2 Auxiliary power consumption will be treated as per the concerned state regulations.

7 *ARTICLE 7: METERING*

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and SECI shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time,

7.1.2 The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPD's side of Delivery Point. The SPD shall be responsible for regular downloading and transmission of metered data to the concerned agencies.

7.1.3 In addition to ensuring compliance of the applicable codes, the SPD shall install Main & Check meters at Delivery Point. Installation of the Stand-by meter shall be as per the applicable regulations of the State where the Project is located.

7.2 Reporting of Metered Data and Parameters

7.2.1 The grid connected solar PV power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.2.2 Online arrangement would have to be made by the solar power developer at its own cost for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC, SPIA, SECI and the concerned Ministry or concerned agency as per applicable regulation / directions.

7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the solar power developer to MNRE and SPIA through SECI for entire period of PPA.

8 ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, Implementation and Support Agreement and under applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, SECI shall have claim on such proceeds of such Insurance limited to outstanding dues of SECI against AP Discom(s) as per PSA entered into and any other dues of AP Discom(s) / SPIA against SPD.

8.3 Effect on liability of SECI

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPD can claim compensation, under any Insurance shall not be charged to or payable by SECI. It is for the SPD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

9 ARTICLE 9: APPLICABLE TARIFF

9.1 The SPD shall be entitled to receive the Tariff of Rs. [Insert applicable tariff]/ kWh fixed for the entire term of this Agreement, with effect from the SCD subject to the Article 4.6 of this

Agreement. In cases of early part-commissioning, till SCD, subject to the consent for such purchase by the AP Discom(s), SECI may purchase the generation at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire Project capacity is commissioned prior to SCD, SECI may purchase energy supplied till SCD at [Insert Tariff]/kWh, subject to consent of AP Discom(s) for procurement of such power.

9.2 Provided further that if the Commissioning of the Unit(s) is delayed beyond 90 days from the Scheduled Commissioning Date, the Applicable Tariff given in Article 9.1, for the Unit(s) not commissioned, shall be reduced at the rate of half paisa (0.50 (half) paisa) per unit per day of such delay and for such Unit(s).

9.3 In the event of change in tariff due to delay in commissioning of Unit(s), the Weighted Average Tariff for the Contracted Capacity shall be applied considering Capacity of Units commissioned before and after the Scheduled Commissioning Date within thirty two (32) months but after changed tariff period, as Weights for determination of Weighted Average Tariff for the period when both the tariffs are applicable.

9.4 Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at a tariff of 75% of the tariff as per Article 9.1, provided AP Discom(s) grant consent for purchase of such excess generation. Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI. SECI may however agree to purchase such power provided AP Discom(s) consent to purchase such energy. However, the SPD will not be entitled to sell energy generated prior to SCD or excess energy during any Contract Year to any other entity without offering such quantum to SECI (unless refused by SECI) and only if AP Discom(s) desired to purchase such energy SECI shall have the right to purchase such quantum of excess energy.

10 ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 Subject to the funds being made available by MNRE and APDISCOMs providing Payment Security Fund under the PSA, SECI shall set up a payment security mechanism in order to ensure timely payment to the developers. This fund will have a corpus to cover 3 months payment.

10.1.2 From the commencement of supply of power, SECI shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with this Article and Article 9. All Tariff Payments by SECI

shall be in Indian Rupees.

10.1.3 For the purpose of payment of the bills raised by the SPD(s), in case Energy Account is published on cumulative basis, payment to the SPD(s) for the energy delivered shall be apportioned based on JMR taken for the SPD's Project at the Solar Park substation.

10.1.4 The SPD shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations of Andhra Pradesh separately.

10.2 Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1 The SPD shall issue to SECI a signed Monthly Bill/Supplementary Bill for the immediately preceding Month, along with all relevant documents (apportionment of energy, payments made by SPD for drawal of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable,

10.2.2 Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Energy Accounts issued by RLDC/SLDC or any other competent authority which shall be binding on both the Parties. The Monthly Bill amount shall be the product of the energy as per the Energy Account and the Applicable Tariff.

10.3 Payment of Monthly Bills

10.3.1 SECI shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the SPD, as shall have been previously notified by the SPD in accordance with Article 10.3.2 below. All payments required to be made under this Agreement shall also include any deduction or set off for:

i) deductions required by the Law; and

ii) amount claimed by SECI, if any, on account of amounts payable by SPD under applicable regulations, and/or damages/additional dues payable to the Buying Utility, on account of non-fulfilment of generation obligation by the SPD in terms of Article 4.4.1, shall be recovered from the SPD, through deductions in the payments made by SECI against the invoice raised by the SPD.

The SPD shall open a bank account (the "SPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by SECI to the SPD, and notify SECI of the details of such account at least ninety (90) Days before the dispatch of the first

Monthly Bill. SECI shall also designate a bank account at New Delhi ("SECI's Designated Account") for payments to be made by the SPD to SECI, if any, and notify the SPD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. SECI and the SPD shall instruct their respective bankers to make all payments under this Agreement to the SPD's Designated Account or SECI's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPD at the rate of 1.25 % per month on the outstanding amount calculated on a day to day basis subject to such late payment being duly received by SECI under the PSA from its AP Discom(s). The Late Payment Surcharge shall be claimed by the SPD through the Supplementary Bill.

10.3.4 Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI, the payment for the power fed to the grid may be accounted from the date of UCOD, but SPD would be allowed to raise Bills against such power only from the Scheduled Commissioning Date or UCOD, whichever is later, subject to the conditions as stipulated in Article 9.

10.3.5 For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPD to SECI in the following manner:

a. A rebate of 2% shall be payable to the SECI for the payments made within a period of 10 days of the presentation of hard copy of Bill along with required supporting documents acceptable to SECI at SECI office.

b. Any payments made beyond a period of 10 days of the date of presentation of hard copy of Bill along with required supporting documents at SECI office up to the Due Date shall be allowed a rebate of 1%.

c. For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at SECI office.

d. No rebate shall be payable on the Bills raised on account of taxes, duties, cess etc.

10.4 Payment Security Mechanism

Letter of Credit (LC):

10.4.1 Subject to opening and maintenance of Letter of Credit by the AP Discom(s) (as per

terms of SECI- AP Discom(s) PSA) in favour of SECI, SECI shall extend to the SPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), which may be drawn upon by the SPD in accordance with this Article.

10.4.2 Subject to Article 10.4.1, not later than one (1) Month before the start of supply, SECI through a scheduled bank shall extend a Letter of Credit in favour of the SPD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

i) for the first Contract Year (Post UCOD), equal to the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

10.4.3 Provided that the SPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, SECI shall restore such shortfall within seven (7) days.

10.4.5 SECI shall cause the scheduled bank issuing the Letter of Credit to intimate the SPD, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 SECI shall ensure that the Letter of Credit shall be renewed not later than ten (10) days prior to its expiry.

10.4.7 All costs relating to opening and maintenance of the Letter of Credit shall be borne by SECI/SPD.

10.4.8 If SECI fails to pay undisputed Monthly Bill or Supplementary Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the SPD may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from SECI, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, if applicable, in accordance with Article 10.3.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPD and;

ii) a certificate from the SPD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.5 Disputed Bill

10.5.1 If the Party does not dispute a Monthly Bill or a Supplementary Bill raised by the other Party by the Due Date, such Bill shall be taken as conclusive.

10.5.2 If SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount (subject to adjustment of applicable rebate for the said 950% payment) and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;
ii) its estimate of what the correct amount should be;
iii) and all written material in support of its claim.

10.5.3 If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the SPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the SECI providing:

i) reasons for its disagreement;
ii) its estimate of what the correct amount should be; and
iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the SECI under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the SECI and SPD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to

Dispute resolution in accordance with Article 16.

10.5.7. For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice Amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

The Parties acknowledge that the SPD shall produce a certificate from the SPPD at the end of each Contract Year towards payments made by SPD to SPPD towards annual O&M charges of Solar Park facilities.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPD and SECI shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 Payment of Supplementary Bill

10.7.1 SPD may raise a ("Supplementary Bill") for payment on account of:

i) Adjustments required by the Energy Accounts (if applicable); or

ii) Change in Law as provided in Article 12, or and such Supplementary Bill shall be paid by the other Party.

10.7.2 SECI shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date. For such payments by SECI, Rebate as

applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply, except in the case of payment of Late Payment Surcharges. If any claim is being raised by the AP Discom(s) pursuant to the Article 4.4.1, SECI shall make adjustment in the payment made to the SPD.

10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

11 ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means SECI or the SPD whose performance has been affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);

b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or

c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or

has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

d) An event of Force Majeure identified under SECI-AP Discom(s) PSA, thereby affecting delivery of power from SPD to AP Discom(s).

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;

b) Delay in the performance of any contractor, sub-contractor or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

d) Strikes at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f) Non-performance caused by, or, connected with the Affected Party's:

i) Negligent or intentional acts, errors or omissions;

ii) Failure to comply with an Indian Law; or

iii) Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event

of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11:

a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;

c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events

12 *ARTICLE 12: CHANGE IN LAW*

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 "Change in Law" means the occurrence of any of the following events after the last date of bid submission resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD:

a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
b. a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
c. the imposition of a requirement for obtaining any Consents, Clearances, Permits and/or licenses which was not required earlier;
d. a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SPD;
e. any statutory change in tax structure i.e. change in rates of taxes, duties and cess, or introduction of any new tax made applicable for setting up of Solar Power Project and supply of power by the SPD and has direct effect on the Project, shall be treated as per the terms of this Agreement.

But the above shall not however include

(i) any change in taxes on corporate income or any withholding tax on income or dividends distributed to the shareholders of the SPD,

or

(ii) any change on account of regulatory measures by the Central Commission.

12.2 Relief for Change in Law

12.2.1 The aggrieved Party shall be required to approach the Central Commission for seeking approval of Change in Law.

12.2.2 The decision of the Central Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

13 ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPD Event of Default

13.1.1 The occurrence and / or continuation of any of the events subject to Article 4.1 or / and following events , unless any such event occurs as a result of a Force Majeure Event or a breach by SECI or AP Discom(s) of its obligations under this Agreement, shall constitute a SPD Event of Default:

(i) the failure to commence supply of power to SECI up to the Contracted Capacity by the end of the period specified in Article 4, or if

a) the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

b) the SPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement except where such transfer.

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if

a) the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

b) any winding up or bankruptcy or insolvency order is passed against the SPD, or

c) the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is

in a position to perform them; or

(iii) the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from SECI in this regard; or

(iv) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPD.

(vi) except where due to any SECI's failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPD within thirty (30) days of receipt of first notice in this regard given by SECI.

13.2 SECI Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting SECI:

(i) SECI fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit/,

(ii) SECI repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard; or

(iii) except where due to any SPD's failure to comply with its obligations, SECI is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by SECI within thirty (30) days of receipt of notice in this regard from the SPD to SECI; or if

a. SECI becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

b. any winding up or bankruptcy or insolvency order is passed against SECI, or

c. SECI goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed

to manage its affairs, pursuant to Law,

provided that it shall not constitute a SECI Event of Default, where such dissolution or liquidation of SECI or SECI is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to SECI and expressly assumes all obligations of SECI and is in a position to perform them; or;

(iv) If AP Discom(s) are subject to any of the above defaults and SECI does not designate another or other Discom(s) for purchase of Power.

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of SECI.

13.3 Procedure for cases of SPD Event of Default

13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, SECI shall have the right to {but not an obligation} deliver to the SPD, with a copy to the representative of the lenders to the SPD with whom the SPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (SECI Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI shall have the right (but not an obligation) to terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.

13.3.3 Subject to the terms of this Agreement, upon occurrence of a SPD Event of Default under this Agreement, the lenders in concurrence with the AP Discom(s) and SECI, under intimation to SPIA may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD. However, in the event the lenders are unable to substitute the defaulting SPD within the stipulated period, the SECI may terminate the PPA and the AP Discom(s) may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the

Project assets. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by SECI and accepts the terms and conditions of this Agreement and Implementation and Support Agreement and Land Lease Agreement signed with the SPIA.

13.3.4 The lenders, in concurrence with the AP Discom(s) and SECI, under intimation to SPIA may seek to exercise right of substitution under Article 13.3.3 by an amendment or novation of the PPA in favour of the selectee. The SPD shall cooperate with the SECI and SPIA to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

13.3.5 In the event the lenders are unable to substitute the defaulting SPD within the stipulated period, SECI may terminate the PPA and the AP Discom(s) may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.4 Procedure for cases of SECI Event of Default

13.4.1 Upon the occurrence and continuation of any SECI Event of Default specified in Article 13.2 the SPD shall have the right to deliver to SECI, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred and ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or SECI Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been

remedied, SECI under intimation to the AP Discom(s) and the SPD shall, subject to the prior consent of the SPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPD, or if no offer of novation is made by SECI within the stipulated period, then the SPD may terminate the PPA and at its discretion require AP Discom(s) and not SECI to either

(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity or,

(ii) pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPD. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the AP Discom(s).

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

14 ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPD shall indemnify, defend and hold SECI harmless against:

a) any and all third party claims against SECI for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement (provided that this Article 14 shall not apply to such breaches by the

SPD, for which specific remedies have been provided for under this Agreement).

14.1.2 SECI shall cause the AP Discom(s) to indemnify, defend and hold the SPD harmless against:

a) any and all third party claims against the SPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by AP Discom(s) of any of their obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of a breach by AP Discom(s) of any of its obligations. SECI shall incorporate appropriate covenants in the PSA for the above obligations of AP Discom(s). In so far as indemnity to SPD is concerned, AP Discom(s) shall be the indemnifying party and not SECI.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b. The Indemnified Party may contest the claim by seeking adjudication of the Central Commission for which it is entitled to be Indemnified under Article

14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of non-payment of such losses after a valid notice under this Article14, such event shall constitute a payment default under Article13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the SPD nor SECI nor AP Discom(s) nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 SECI shall have no recourse against any officer, director or shareholder of the SPD or any Affiliate of the SPD or any of its officers, directors or shareholders for such claims excluded under this Article. The SPD shall have no recourse against any officer, director or shareholder of SECI or AP Discom(s), or any affiliate of SECI or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 SECI Liability

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the SECI is an Intermediary Company to purchase and re-sell the electricity to AP Discom(s) to enable them to fulfill the Renewable Purchase Obligations (RPO) and, therefore, the performance of the obligations of SECI under this Agreement shall be subject to the ability of SECI to enforce the corresponding obligations assumed by the AP Discom(s) on re-sale under the Power Sale Agreement to be entered into by the AP Discom(s) with SECI. It is however, specifically agreed that the payment of money becoming due from the SECI to the SPD under this Agreement for supply of solar Power to the extent of the Contracted Capacity shall not be on a back to back basis. SECI shall discharge the tariff payment obligation in terms of the provision of this Agreement;

14.5.2 The parties agree that in respect of the obligations other than the tariff payment obligation specifically mentioned herein above, in the event the SPD has any claim against the SECI in regard to the performance of any obligation of the SECI under this Agreement or enforcement of any right of the SPD against the SECI under this Agreement, the same shall be subject to the ability of the SECI to enforce the corresponding obligations assumed by the AP Discom(s) under the Power Sale Agreement to be entered into between the SECI and the AP Discom(s) on re-sale on mutatis mutandis basis and not otherwise.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

15 ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

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 other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by SECI subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, SECI shall permit assignment of any of SPDs rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld by the SPD if SECI seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the SPD and AP Discom(s) provided in this Agreement and in the PPA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

An amount of Rs. 5 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to SECI. Provided further that, such consent shall not be withheld by the SPD if NTPC seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to SECI.

15.2 Permitted charges

15.2.1 SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this

Agreement shall be under the jurisdiction of appropriate courts in Delhi.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

(i) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

(ii) The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article (i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

(iii) Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16.2.1(i) if the other Party does not furnish any counter claim or defence under Article 16.2.1(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall endeavor and make all efforts to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1 (iii), the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

(i) Where any Dispute (a) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (b) relates to any matter agreed to be referred to the Appropriate Commission, or (c) any dispute arising out of or in connection with this agreement not covered in (a) and (b) above, such Dispute shall be submitted to

adjudication by the Central Commission.

(ii) SECI shall be entitled to co-opt the SPIA and / or AP Discom(s) and / or the lenders (if any) as a supporting party in such proceedings before the Central Commission.

16.3.2 Dispute Resolution through Arbitration

i) If the Dispute arises out of or in connection with any claims not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the provisions of the Electricity Act 2003 (as amended from time to time) as under:

Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time. As stipulated by the said Electricity Act 2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.

ii) The place of arbitration shall be Delhi. The language of the arbitration shall be English.

iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.

iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.

v) The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

vi) SECI shall be entitled to co-opt Buying Utilities and / or the lenders (if any) as a supporting party in such arbitration proceedings.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Central Commission or the Arbitration Tribunal to which the dispute may be referred by the Central Commission, may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

17 ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties. Subject to the provisions of Clause 3.7.1 of the RfS Document and Article 3.1 (e) of this Agreement and keep this Agreement as principle Agreement, both Parties may execute further Agreement on similar terms and conditions.

17.2 Third Party Beneficiaries

17.2.1 This Agreement is solely for the benefit of the Parties, AP Discom(s) and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 Confidentiality

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law without the prior written consent of the other Party.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the SPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to SECI, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address : 1st Floor, A-Wing, D-3, District Centre, Saket, New Delhi-110017

Attention :

Email ID. :

Telephone No. :

Fax. No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or

mailed.

17.7 Language

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders/ Owners' Liability

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

17.9 Taxes and Duties

17.9.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 SECI shall be indemnified and held harmless by the SPD against any claims that may be made against SECI in relation to the matters set out in Article 17.9.1.

17.9.3 SECI shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPD by SECI on behalf of SPD.

17.10 Independent Entity

17.10.1 The SPD shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2 Subject to the provisions of the Agreement, the SPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPD or contractors engaged by the SPD in connection with the performance of the Agreement shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of SECI and nothing contained in the Agreement or in any agreement or contract awarded by the

SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and SECI.

17.11 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12. The duly executed Power Sale Agreement between SECI and AP Discom(s) shall be attached to this Agreement and shall be read along with Agreement as a composite back to back process for Generation and supply of electricity for AP Discom(s) to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified there under.

17.13 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of	For and on behalf of
[SECI]	[Insert the Name of the SPD]
Name, Designation and Address	Name, Designation and Address

(Signature with Seal)	(Signature with Seal)
Witness:	Witness:
1.	1.
2.	2.

SCHEDULE I

SCHEDULE 1: FORMAT OF THE PERFORMANCE BANK GUARANTEE

(to be submitted separately for each Project)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the project of the capacity of ..... MW, at .....[Insert name of the place] under National Solar Mission Phase –II Batch IV, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ------- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company].

This guarantee shall be valid and binding on this Bank up to and including…….. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____only).

Our Guarantee shall remain in force until…….. SECI shall be entitled to invoke this Guarantee till….

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any

court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until …….. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature_____

Name_____

Power of Attorney No._____

For

_____[Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.……

Signature

Name and Address

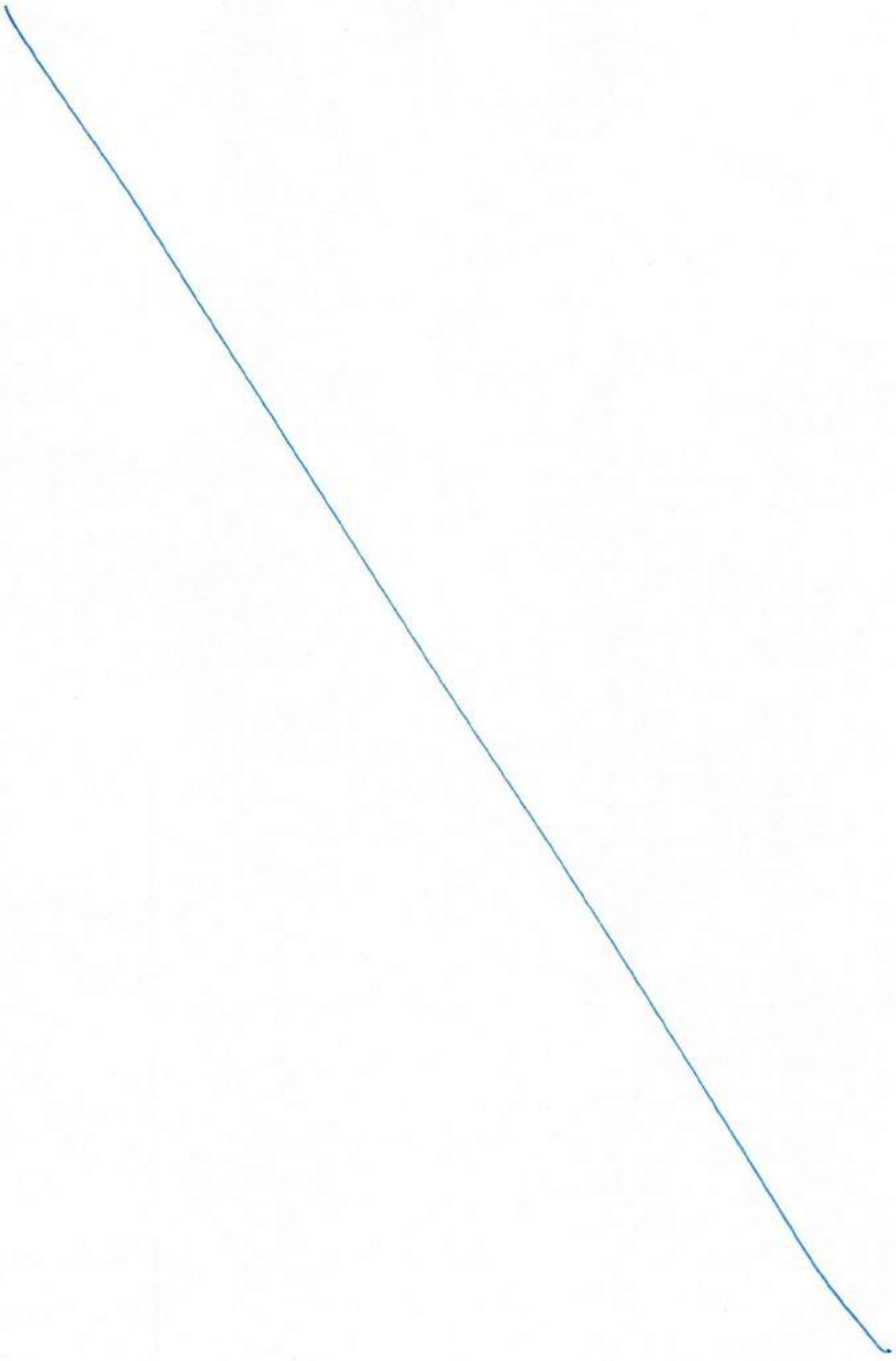
2.……..

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.



SCHEDULE 2: List of Banks for Issuance of Performance Bank Guarantee

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
Allahabad Bank	**3. FOREIGN BANKS**
Andhra Bank	1. Bank of America NA
Bank of India	2. Bank of Tokyo Mitsubishi UFJ Ltd.
Bank of Maharashtra	3. BNP Paribas
Canara Bank	4. Calyon Bank
Central Bank of India	5. Citi Bank N.A.
Corporation Bank	6. Deutsche Bank A.G
Dena Bank	7. The Hong Kong and Shanghai Banking Corpn. Ltd.
Indian Bank	8. Standard Chartered Bank
Indian Overseas Bank	9. Societe Generale
Oriental Bank of Commerce	10. Barclays Bank
Punjab National Bank	11. Royal Bank of Scotland
Punjab & Sind Bank	12. Bank of Nova Scotia
Syndicate Bank	13. Development Bank of Singapore (DBS Bank Ltd.)
Union Bank of India	14. Crédit Agricole Corporate and Investment Bank
United Bank of India	15. MIZUHO BANK, Ltd.
UCO Bank	**4. SCHEDULED PRIVATE BANKS**
Vijaya Bank	1. Federal Bank Ltd.
Bank of Baroda	2. ING Vysya Bank Ltd.
	3. Axis Bank Ltd.
	4. ICICI Bank Ltd.
	5. HDFC Bank Ltd.
	6. Yes Bank Ltd.
	7. Kotak Mahindra Bank
	8. IndusInd Bank Ltd.
	9. Karur Vysya Bank
	10. Ratnakar Bank Limited

SCHEDULE 3: POWER SALE AGREEMENT (PSA)

[To be annexed]

SCHEDULE 4: Not Used

[To be annexed]

SCHEDULE 5: Not Used

SCHEDULE 6: COMMISSIONING PROCEDURE:

❖ **Capacity of Solar PV Projects:**

i) Maximum AC Capacity at the delivery point shall be allowed as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	250 MW	250 MW	250 MW	250 MW

*In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

ii) The SPD shall be required to demonstrate compliances with the "*Technical Requirements for the Grid Connected Solar PV Plants*" as mentioned in the RfS and Guidelines.

iii) Higher DC capacity arrays can also be allowed, subject to the condition that the AC capacity limit as mentioned in (i) above for scheduling at the Delivery Point as per Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is complied..

iv) For commissioning of the Project, capacity of DC arrays installed shall be considered. In case of part commissioning of the Project, it shall be required to have the DC Arrays Capacity be installed not less than the proposed part commissioning capacity.

v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period may not be considered under PPA.

Appendix-A-1

Commissioning Procedure

The Solar PV Project will be declared as commissioned when all equipment as per rated project capacity has been installed and energy from the Project has flown into the grid, which will be verified by a Committee constituted by SECI/MNRE to witness the Commissioning of the Project.

i) Following is the chronology of the procedure to be followed for commissioning of the Project.

ii) SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and SECI at least sixty (60) days advance written notice and at least thirty (30) days preliminary written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project. Early Commissioning of a Solar Project prior to the SCD is permitted on acceptance of power by SECI. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and SECI well in advance the date on which it intends to synchronize the

Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.

Subsequently, the SPD shall submit a final written notice to SECI/SNA/SLDC at least 15 days prior to the proposed date of commissioning of the Project. At this stage, the SPD shall be required to submit the physical copy of following documents to SECI, duly stamped and signed by the Authorized Signatory (scanned copies may also be allowed):

1. Covering Letter
2. Board resolution for authorized signatory for signing the documents related to commissioning of the Project and witnessing the commissioning.
3. Invoices against purchase of the solar modules (and cells in case of DCR projects), Inverters/PCUs and DC cables along with the summary sheet containing the list of all the invoice numbers.
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A..)
5. Installation report duly signed by the authorized signatory as per Appendix-A-2. The SPD is advised to take due care in furnishing such Installation Report. Discrepancy (if any) and observed by SECI, may be construed as misrepresentation of information by the SPD and SECI may take appropriate action as per this Agreement. This may lead to the delay in the site visit of Commissioning. Any such delay shall be solely attributable to the SPD.
6. Plant Layout, Plant (AC & DC) SLD, along with Inverter-wise module details.
7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
8. SPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM. Connectivity report shall be submitted as per the Appendix-A-3.
9. Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid as per Appendix-A-4.
10. Consent to Operate (if applicable) from the concerned Authority.
11. Certificate from the SPPD/ SPIA confirming 100% payment towards Upfront
12. Development Charges (UDC) to the SPPD/ SPIA and NOC for the same
13. Snap shots of the plant , including but not limited to, solar PV modules, inverters, switchyards\switchgears, weather monitoring systems/stations, Power Transformers, SCADA (screenshots with time stamped WMS data, Energy generation data and inverter data etc.), metering (Main, Check and Standby Meters as applicable) at delivery point etc.) from various angles shall be submitted along with t the Installation Report.
14. Readings of all the inverters (instantaneous and total generation of a particular date) along with their serial numbers.

15. Relevant documents from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
16. Undertaking from SPD to provide a functional RFID reading instrument at site during site visit of the Committee for verification of the solar modules. After the submission/ upload of the documents by SPD, SECI shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by SECI, the same have to be submitted by the SPD.

iii) Prior to Project site-visit, SECI shall verify compliance of technical parameter of the Project as per Annexure A of the RFS document.

iv) Based on the successful verification of the documents as required above, SECI shall intimate to the SPD about its readiness to visit the project site to witness the commissioning.

v) Based on the above, the Commissioning Order, indicating the proposed date of site-visit and the members of the Committee visiting the site, shall be issued by the SNA/SECI. It shall be responsibility of the SPD to ensure the issuance of such Commissioning Order, in the absence of which, SECI shall not be liable to visit the project site. Any delay in this regard shall not be attributable to SECI.

vi) After the proposed commissioning date along with commissioning order is submitted to SECI, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the SPD and to witness the commissioning. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.

vii) The SPD shall ensure the presence of all the members of the Committee constituted to witness the commissioning, on the said date as per the Commissioning Order. Any delay in witnessing the project commissioning due to absence of any member of the Committee (excluding those from SECI), shall not be attributable to SECI.

viii) On the date of site-visit, the SPD shall be required to demonstrate that equipment of rated capacity as per table given at S.No. (i) has been installed, all the inverters of rated capacity are operating and energy from the project has flown into the grid.

ix) SPD shall have to push the required plant related data to SECI designated server in xml/json formats. Additionally SPD shall also provide the login details/ SCADA login to SECI for online real time data monitoring at the time of commissioning.

x) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise on the date of site visit by the commissioning committee. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

xi) SPD is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated above.

xii) Based on the Minutes of Meeting of the Commissioning Committee, SECI may issue a provisional commissioning certificate to the SPD for the corresponding Project, which

shall be solely for the purpose of enabling commencement of scheduling of power by the SPD. The final commissioning certificate shall be issued as per the provisions of the PPA.

Appendix-A-2

Installation Report

(To be provided by SPD and to be submitted at least 10 days prior to commissioning date which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-------
	PV arrays	
	PCUs / Inverters	
	Transformers	

Appendix-A-3

Sample Connectivity Report

(To be provided by concerned CTU/STU/Transmission Utility/Discom)

This is in compliance to the office order of the -----,------ Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid under JNNSM Phase-II Batch-III, Tranche-I scheme installed at <Village>, <Tehsil>, <District> in the <State> on <date>.

The details of Solar Power Plant are as under:-

S. No	Name of Solar Power Developer & Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R- Phase> ii) <Y-Phase> iii) <B- Phase> S.No. of < kV> PT i) <R- Phase> ii) <Y-Phase> iii) <B Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

			at Receiving end on dated: <> _____ kV GSS, <>, <>, (<Distt.>)	

The Commissioning date of various equipment is as under:

<kV> line from --- to -----, completed on date -----.

Line Bay at < kV > GSS, ------ charged for ---- on -----.

<kV> line charged from ------to-------- on date------.

Main & check metering commissioned on …… (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date--------

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Appendix-A-4

Sample Synchronization Certificate

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----,Village -

------ Tehsil/Taluka --------, District ---------- was Grid connected on ……. (Date) at---------- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on …… (Date) at -------- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

(i) The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/Discoms

(ii) Copy of duly signed MRI is to be enclosed.

Appendix-A-5

Sample Part Commissioning / Full Commissioning Certificate

of Solar PV Power Project

This is to certify that <M/s> having its registered office at --------- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village ------, Tehsil/Taluka ------- & Dist. ------

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

(i) Installation Report including Snap shots of the Project from various angles
(ii) Electrical Inspector Report
(iii) Connectivity Report
(iv) Synchronization Certificate including MRI record

NB:To be issued by as mentioned in the RfS.