

KERALA STATE ELECTRICITY BOARD LIMITED

REQUEST FOR SELECTION

FOR

PROCUREMENT OF 200 MW ON LONG TERM BASIS FROM GROUND MOUNTED
GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PLANTS (25 YEARS)

Part H - POWER PURCHASE AGREEMENT

ISSUED BY

THE DEPUTY CHIEF ENGINEER (COMMERCIAL & PLANNING), KSEBL

WITH FULL POWERS OF CHIEF ENGINEER

8TH FLOOR, VYDYUTHI BHAVANAM, PATTOM, THIRUVANANTHAPURAM – 695 004

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As per the Bidding Guidelines No.23/27/2017–R&R-1 dated August 3, 2017 and its clarifications / amendments issued by the Ministry of Power in terms of Section 63 of the Electricity Act, 2003

KERALA STATE ELECTRICITY BOARD LIMITED

Power Purchase Agreement

Between

Kerala State Electricity Board Limited

And

(Insert Name of Solar Project Generator)

for

Procurement of 200 MW Solar Power on long term basis
from Grid Connected Photo Voltaic Solar Power Plants

As per the Bidding Guidelines No.23/27/2017–R&R-1 dated August 3, 2017 and its
clarifications / amendments issued by the Ministry of Power in terms of Section 63 of
the Electricity Act, 2003

Dated 18th day of September 2020

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(In Non Judicial Stamp Paper for Rs. 200)

Power Purchase Agreement No...

THIS POWER PURCHASE AGREEMENT [the "Agreement"] is made on the day.....of..... 20.... at Thiruvananthapuram

BETWEEN

Kerala State Electricity Board Ltd, a Company incorporated in India and registered under the Companies Act, 1956, having its registered office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004 (hereinafter referred to as "KSEBL", or "Procurer" 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

M/s....., a company incorporated under the Companies Act 1956/2013, having its registered office at(herein after referred to as "Generator" or "Solar Power Generator or SPG", 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**';

Generator or "Solar Power Generator" and KSEBL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

- A) Kerala State Electricity Regulatory Commission (KSERC) as per Notification no 442/CT/2017/KSERC, dated Thiruvananthapuram, 02.11.2017, has issued the Kerala State Electricity Regulatory Commission (Renewable Energy) Amendment Regulations, 2017 for promoting the Solar Energy in Kerala,
- B) Kerala State Electricity Board Limited has initiated a bid process, issuing an RfS, in line with the bidding guidelines notified by the Ministry of Power on 3rd August 2017 to purchase power generated from selected ground mounted grid connected Solar PV Projects for capacity up to 200 MW for 25 years,
- C) Pursuant to the said bidding process M/s(SPG) had submitted the RfS, and after meeting the eligibility requirements, got selected by KSEBL for the acquisition of land, construction, operation, maintenance and supply of power from the Solar PV project of capacity MW (details as given in Schedule 1 to 4), to KSEBL in accordance with the terms of this Agreement,

- D) KSEBL has issued a Letter of Award (LoA) dated day of 20...., which M/s. (SPG) has acknowledged and accepted as per its letter dated ... Day of 20.....
- E) M/s (SPG) has provided to KSEBL, Performance Bank Guarantee for Rs..... as per format specified in RfS **and M/s.....(SPG) have formed a project company for implementation and operation of this project.** (Delete if not required).
- F) The SPG has agreed to sign this Power Purchase Agreement with Procurer for sale of Solar PV Power by the SPG to KSEBL, for 25 years as per the terms and conditions of this Agreement,
- G) KSEBL agrees to procure Solar PV Power up to the Contracted Capacity from the SPG as per the terms of this Agreement,
- H) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the purchase of power by KSEBL from the SPG,

AND

I) All the other RfS Documents as a whole including the RfS, its Annexures, Clarifications, Addenda, Corrigenda etc, LOA and all other correspondences relevant to finalization of the LOA / PPA etc will be executed by the Procurer and the Generator (SPG) simultaneously with the signing of this Agreement. In case of any contradictions between any of the above documents the order of priority as detailed below will operate:

1. PPA - the top priority
2. Letter of Award (LOA)
3. Any other correspondences relevant to finalization of LOA/PPA
4. Corrigenda
5. Addenda
6. Clarifications
7. RfS – least priority

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:

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

1. **Act or Electricity Act, 2003** shall mean Electricity Act, 2003 and include any modifications, amendments and substitution from time to time
2. **Affected Party** means KSEBL or the Solar Power Generator (SPG) whose performance has been affected by an event of Force Majeure.
3. **Affiliate** shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.
4. **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 and as per mutual consent.
5. **Appropriate Commission** : Shall mean the Kerala State Electricity Regulatory Commission (KSERC) or such other succeeding authority or commission
6. **Approvals:** shall mean the permits, clearances, licenses and consents as are listed in Schedule 8 hereto and any other statutory approvals required for generation and sale of power.
7. **Bank Guarantee:** Shall mean the Bank Guarantee issued in favor of the KSEBL by a Nationalized Bank or Scheduled Bank in India.
8. **Bill Dispute Notice:** shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill.
9. **Billing period:** shall be the calendar month ending with the metering date for that month. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering date corresponding to the month in which the Commercial Operation Date occurs. The last billing period shall commence from the 1st day of the last month of the PPA period till the expiry of the PPA.

10. **Business Day:** shall mean a day other than Sunday or a statutory holiday, on which both the banks and offices of KSEBL remain open for business in Thiruvananthapuram.
11. **Capacity Utilisation Factor or CUF:** CUF means the ratio of actual kWh (units) of energy generated by a solar plant in a contract year (A) and contracted capacity in kW (B) multiplied with number of hours in the same contract year(C) at the designated interconnection point, on Contract Year basis expressed as a percentage; {ie $CUF = A \times 100 / (B \times C)$ }
12. **CEA: shall mean Central Electricity Authority.**
13. **CERC:** shall mean the Central Electricity Regulatory Commission.
14. **CTU (Central Transmission Utility):** shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
15. **Change in Law:** shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
16. **Commercial Operation Date (COD):** shall be the date on which the commissioning certificate is issued by the Generator upon the successful commissioning of the full capacity of the project or the last part capacity of the project as the case may be.
17. **Cure period:** shall mean the period as specified under Article 13 of the PPA.
18. **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.
19. **Contracted Capacity:** shall mean the net capacity in MW contracted between the Generator and the Procurer at the Delivery Point as provided in the PPA.
20. **Contract Year:** shall mean the period beginning on the Scheduled Commissioning 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 the last Contract Year shall end on the last day of the term of the PPA.

21. **Competent Court of Law:** shall mean any court or tribunal or any similar judicial or quasi-judicial body in Kerala that has jurisdiction to adjudicate upon issues relating to this Agreement.
22. **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 Generator Preliminary Default Notice or Procurer 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.
23. **Day:** shall mean 24 hours period beginning at 0.00 hours Indian Standard Time and ending at 24.00 hours on the same day. If such a day is not a Business Day, the immediately succeeding Business Day.
24. **Delivery Point:** shall mean the point at voltage level of 132 kV or above of any ISTS Sub-station owned by CTU to which the solar power project is connected through a dedicated transmission line. Metering shall be done at this point. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations / Grid Code notified by CERC and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed there under by the appropriate commission or CEA.

All charges and losses relating to transmission of power from the 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 SPG and all charges and losses beyond the Delivery Point upto Kerala periphery is exempted for all projects achieving CoD till 30.06.2023 for a period of 25 years from CoD. The SPG shall ensure availability of entire energy delivered at Delivery point at Kerala periphery (KSEBL interconnection with CTU in SR) and KSEBL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA.

In case of bidders offering power from plants located entirely within the State of Kerala, the metering point shall be at the power evacuation substation / switchyard forming part of the Intra State Transmission Network in the State of Kerala.

25. **Despatch instructions** shall mean all the instructions received from Load Despatch Centre of respective control area for real time scheduling & despatch of

power generation to grid in accordance with prudent utility practices envisaged in IEGC and also as per this Agreement.

26. **Due Date of Payment** shall mean the 30th day of receipt of bill. If such day is not a business day, the immediately succeeding day shall be the due date.
27. **Effective Date:** shall have the meaning ascribed thereto in Clause 2.1 of this Agreement;
28. **Electricity Laws** shall mean the Electricity Act, 2003 and the rules and regulations 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.
29. **Energy Accounts** shall mean the energy accounts issued by the SRPC for each Month, including the revisions and amendments thereof.
30. **Event of Default** shall mean the events as defined in Article 13 of this Agreement.
31. **Expiry Date** Shall mean the date occurring twenty five (25) years from the Scheduled Commissioning Date of last Unit of the Project, provided the supply of power shall be limited for a period of 25 years from the Scheduled Commissioning Date of solar project.
32. **Force Majeure or Force Majeure Event** shall have the meaning ascribed thereto in Article 11 of this Agreement.
33. **Grid Code / State Grid Code** shall mean the Grid Code specified by CERC under clause (h) of sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or State Grid Code as specified by KSERC referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act.
Indian Governmental Instrumentality shall mean the Government of India, Government of State of Kerala and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or the above state Government or both, any political sub division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi judicial body in India. **Invoice or Bill** shall mean a Monthly Invoice, Monthly bill or a Supplementary Invoice /Supplementary Bill by any of the Parties.
34. **Interconnection Point or Injection Point:** Shall mean the point at voltage level 132 kV or above, where the power from the Solar Power Projects is injected into the identified ISTS Substation owned by CTU. Metering

shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPGs 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 from time to time.

In case of bidders offering power from plants within the State of Kerala interconnection/injection point shall be,

(a) the line isolator, if voltage transformation is not required for connecting to the Intra State Transmission Network in the State of Kerala;

or

(b) The bus isolator at the voltage of injection, if voltage transformation is required before connecting to substation / Switchyard of the Intra State Transmission Network in the State of Kerala.

- 35. Injected Energy** Shall mean the kilo Watt hours of Electricity actually fed and measured by the energy meters at the metering point in a Billing Period as per the certified joint meter reading (for generators within Kerala)/ REA
- 36. Interconnection facilities** shall mean the facilities on SPG's side of the Delivery Point for 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 etc and, subject to Article 7, the Metering System required for supply of power as per the terms of this agreement;
- 37. Installed capacity** means the capacity of the Project measured at the generator terminals.
- 38. kV or KV** shall mean kilo Volts.
- 39. KSEBL** shall mean the Kerala State Electricity Board Limited, a company incorporated under the Indian Companies Act, 1956 having its headquarters at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004 or its successors or assigns.
- 40. KSERC** shall mean the Kerala State Electricity Regulatory Commission constituted under Section 82 of the Electricity Act, 2003.
- 41. kWh or KWH or KWh** shall mean kilo Watt-hour.
- 42. Law** shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality pursuant to

or under any of them and shall include without limitation all applicable rules, regulations and orders of the Appropriate commission.

43. Lead Member of the Bidding Consortium or Lead Member shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in the RFS.

44. Letter of Credit or LC shall have the meaning ascribed thereto in Article 10 of this Agreement.

45. Metering Date shall mean the first day of each calendar month at a scheduled time mutually agreed between the parties. However the metering date of the financial year ends at 24:00 hrs on 31st March of financial year and for the last billing period it shall mean 24.00 hours on the expiry date of the PPA.

46. Metering Point The point at which energy supplied to KSEBL is measured, which shall be the interconnection point.

47. Month shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.

48. MW means Megawatts or Mega Watts.

49. Party and Parties shall have the meaning ascribed thereto in the recital to this Agreement;

50. Payment Security Mechanism shall have the meaning ascribed thereto in Article 10 of this Agreement;

51. Performance Bank Guarantee (PBG) shall mean the irrevocable, unconditional Bank Guarantee submitted by the successful bidder to KSEBL from a bank a nationalized bank / scheduled bank.

52. Pooling Substation / Pooling Point: shall mean a point where more than one Solar PV Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPG(s) to get connected to the ISTS substation. The voltage level for such common line shall be 132 kV or above for projects outside the state of Kerala and at appropriate voltage level of the substation selected for interconnection for projects within the state of Kerala. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation owned by CTU. However, the voltage level of transmission

system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering, forecasting and scheduling of individual Projects. . The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

53. **Preliminary Default Notice** shall have the meaning ascribed thereto in Article 13 of this Agreement;
54. **Project** Shall mean the Solar PV Project as detailed under Schedule 1 of this Agreement.
55. **Project Site** means any and all parcels of real property, rights-of-way, easements and access roads related to the Plant.
56. **Prudent Utility practices:** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.
57. **RBI** shall mean the Reserve Bank of India
58. **Rebate** shall have the same meaning as ascribed thereto in Article 10 of this Agreement;
59. **RLDC:** Regional Load Despatch Centre" means the Centre established under subsection (1) of section 27 of Electricity Act 2003.
60. **Solar Power Generator/Generator (SPG):** The Successful Bidder(s), as the case may be who submits the Performance Bank Guarantee and executes the PPA and other RfS Documents with KSEBL and who shall be responsible for supplying power from grid connected solar PV power projects to KSEBL at the Delivery Point for the term of the PPA as per the terms and conditions specified therein.
61. **Scheduled Commissioning Date:** shall be a date, 18 months from the date of execution of PPA, when the Solar PV Power Project is required to be commissioned as per the terms and conditions of the PPA.
62. **SLDC:** shall mean the centre established under Subsection (1) of Section 31 of Electricity Act 2003, relevant for the State(s) where the delivery point is located.

63. **SLDC Charges** shall mean the charges levied by SLDC.
64. **Solar Photovoltaic or Solar PV Power project:** shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the SPG(s) to provide Solar Power to the Procurer.
65. **Solar Power:** shall mean power generated from the Solar PV Project.
66. **SRPC means Southern Regional Power Committee.**
67. **State Transmission Utility or STU:** means Board or the Government company notified by the respective State Government sub section (1) of Section 39 of the Electricity Act 2003.
68. **Tariff** Shall have the same meaning as provided in Article 9 of this Agreement;
69. **Tariff Payments** shall mean the payments to be made under Monthly Bills as referred to in Article 10;
70. **Technical Limits** means the limits and constraints described in Schedule 6, relating to the operations, maintenance and dispatch of the Project.
71. **Term of Agreement:** shall have the meaning ascribed there to in Article 2 of this Agreement
72. **Termination Notice:** shall mean the notice given by either Parties for termination in accordance with Article 13 of this Agreement;
73. **Voltage of Injection:** means the voltage at which the Electricity generated by the Generator is injected at the interconnection point
74. **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 Interpretations

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure(s);
- 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 (1,00,00,000) 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” or “Rs” or “₹” or INR shall denote Indian Rupees, the lawful Indian currency;
- 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 only if agreed to between the parties;
- 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.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Effective Date

This Agreement shall come into effect from the date of its execution by both the Parties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

This Agreement shall remain effective subject to Article 2.3 and 2.4, and shall remain in full force and effective for 25 years from the Scheduled Commissioning Date unless renewed or extended. This Agreement shall be valid for a term from the Scheduled Commissioning Date until the Expiry Date. This Agreement may be extended for a further period on mutually agreed terms and conditions at least ninety (90) days prior to the Expiry Date, subject to approval of KSERC.

2.3 Early Termination: This Agreement shall terminate before the Expiry Date:

- 1. If either Generator or KSEBL terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- 2. In such other circumstances as the Generator or KSEBL may mutually agree, in writing;

2.4 Survival

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 penalty 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 15 (Liability and Indemnification), Article 17 (Governing Law and Dispute Resolution), Article 18 (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.

ARTICLE 3 - CONDITIONS PRECEDENT TO BE SATISFIED BY THE SOLAR POWER GENERATOR / KSEBL

3.1 Satisfaction of conditions precedent by the SPG

3.1.1 The SPG agrees and undertakes to duly perform and complete all of the following activities at the SPG's own cost and risk within Eighteen (18) months from the date of execution of PPA, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by KSEBL:

- 1)** The SPG shall, submit documents/Lease Agreement to establish possession/right to use 100% (hundred percent) of the required land in the name of the Solar Power Generator for a period not less than the complete term of the PPA on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator. Any change in location from that provided at the time of bidding will be at the risk and cost of the bidder and will be subject to concurrence from KSEBL.
- 2)** The SPG shall have obtained all Consents, Clearances and Permits required for supply of power to the KSEBL as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project

Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company prior to the Scheduled Commissioning Date.

- 3) The Solar Power Generator (SPG) shall have achieved Financial Closure in terms of the PPA, within 12 (twelve) months from the date of execution of the Power Purchase Agreement and has provided a certificate to KSEBL from the lead banker to this effect.
 - Failing the aforesaid, Penalty will be levied as mentioned in Article 3.2.1 if the delay is owing to any action or inaction on the part of the SPG.
 - Extension for the attainment of financial closure may be considered by KSEBL, on the sole request of SPG, on the payment of penalty as mentioned in Article 3.2.1. This extension will not have any impact on the Scheduled Commissioning Date.
 - Any penalty paid so, shall be returned to the SPG without any interest, on achievement of successful commissioning within the Scheduled Commissioning Date.
 - As per Clause 18.13.1 of the PPA, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.”
- 4) The SPG shall have sent a written notice to KSEBL indicating the Installed Capacity for the Power Project expressed in MW, supported by OEM certificate.
- 5) The SPG shall have signed a Connectivity Agreement with CTU/STU/KSEBL confirming the evacuation of power and connectivity of the project within seven months (210 days) from the date of execution of PPA.
- 6) ***(To be included if the Generator opts for substitution rights of the Lender(s))***. The Generator shall have provided an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the terms of this Agreement and all other RfS Documents;
- 7) The SPG shall have submitted to KSEBL the relevant documents as stated above, complying with the conditions precedent, within twelve months.

3.2 Consequence of non-fulfillment of conditions precedent

- 3.2.1** If non fulfillment of any of the conditions under Article 3.1 leads to delay in commissioning of the power plant as per the agreed time line and delay in Schedule Delivery Date, penalty as per clause 4.10 of PPA shall apply.
- 3.2.2** For the avoidance of doubt, it is clarified that this Article shall survive upon the termination of this Agreement.
- 3.2.3** In case of inability of the SPG to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions precedent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.
- 3.2.4** Provided that due to the provisions of this Article 3.2, if any increase in the time period for completion of conditions precedent mentioned under Article 3.1 is resulted, it shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

- 3.3.1** The Performance Bank Guarantee shall be submitted by SPG within 15 days from the date of execution of PPA for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.
- 3.3.2** If the SPG fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.10, KSEBL shall have the right to encash the Performance Bank Guarantee, to the extent of financial loss to KSEBL on account of fulfillment of RPO, without prejudice to the other rights of KSEBL under this Agreement.
- 3.3.3** If the Performance Bank Guarantee has been en-cashed and appropriated upon occurrence of a Generator default or failure to meet any Condition Precedent the Generator shall replenish or provide fresh Performance Bank Guarantee within a period of 6 (six) days;

3.4 Return of Performance Bank Guarantee

- 3.4.1** Subject to Article 3.3, KSEBL shall return / release the Performance Bank Guarantee within three (3) months after the Commissioning Date.
- 3.4.2** The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of KSEBL under this Agreement.

3.5 Satisfaction of conditions precedent by KSEBL

KSEBL shall have obtained the order of KSERC for adoption of the tariff under section 63 of the Electricity Act 2003 and given a copy of the same to the Generator.

ARTICLE 4 – CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPG's Obligations : The SPG undertakes to be responsible, at SPG's own cost and risk, for:

- 1) Obtaining 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
- 2) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the IEGC/State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- 3) The commencement of supply of power up to the Contracted Capacity to KSEBL not later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement; and.
- 4) Connecting the Generator's switchyard with the designated interconnection point.
- 5) Owning the Power Project throughout the Term of Agreement, free and clear of encumbrances, except those expressly permitted under Article 15;
- 6) Maintaining its controlling shareholding prevalent at the time of execution of PPA up to a period of one (1) year after Commercial Operation Date; and
- 7) Fulfilling all obligations undertaken by the SPG under this Agreement.

4.2 Minimum CUF Limits:

Individual Projects developed on conventional solar PV technology shall have a minimum CUF of 16% in any given contract year. If maximum CUF is declared by the generator at the time of bidding, the minimum CUF shall be 3% below the maximum declared CUF subject to the minimum CUF of 16% mentioned above. In case the project generates and supplies energy less than the energy corresponding to the minimum CUF, the solar power generator will be liable to pay to KSEBL, penalty for such shortfall below

such contracted CUF level. SPG shall offset KSEBL for all potential costs (opportunity cost associated with shortfall in supply of contracted power, penalty for non-compliance of RPO obligation and other associated costs if any) associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty five percent) of the cost of this shortfall in energy terms calculated at PPA tariff.

KSEBL shall on a quarterly basis review the supply of power under the contract and in case of shortfall, intimate the SPG that all efforts have to be taken by the SPG to supply power above the minimum CUF as per the contract failing which penalty as above will be applicable.

Provided that after a period of 15 years from the COD of the project, the range of CUF, at the option of the generator, may be reviewed based on past performance and shall be limited to 14.8% to 17.58% to take care of panel degradation. In cases where the maximum CUF is declared by the generator at the time of bidding, prorata reduction in the maximum and minimum limits of CUF will be available, at the option of the generator, to take care of panel degradation after 15 years from COD.

4.3 Grid Connectivity

4.3.1 The grid connectivity and associated evacuation facilities from the solar power plant substation / switchyard to the designated interconnection point will be provided in accordance with the applicable Connectivity and Open Access Regulations as amended from time to time.

4.3.2 The responsibility of getting connectivity upto the interconnection point will lie with the generator. Generator shall enter into the requisite Connectivity Agreement in this regard. The cost of the transmission line up to the point of interconnection where the metering is done shall be borne by the Solar Power Generator.

4.3.3 Generator(s) shall be responsible for the construction, operation and maintenance of dedicated transmission line up to the point of interconnection for power evacuation. Such arrangement shall be as per the regulations specified by the concerned SERC, and other relevant codes and standards as amended from time to time.

4.3.4 Generator shall be responsible for the construction of interconnection / metering facilities up to the point of connectivity at his own cost.

4.4 The Solar PV Project shall be connected to the interconnection point

4.5 Connectivity/Open Access/ Losses

4.5.1 The responsibility of getting ISTS Connectivity and Long Term Open Access (LTA) shall be entirely with the SPG and at the cost of the SPG. KSEBL shall arrange for required consent/NOC from STU /SLDC/concerned agencies in the State of Kerala for availing open access/scheduling of power.

4.5.2 In accordance with notification of Ministry of Power vide order No.23/12/2016-R&R dated 05/08/2020, 'For Generation projects based on Solar, Wind, and Solar-Wind hybrid plants, no interstate transmission charges and losses will be levied on transmission of the electricity through the inter-state transmission system for sale of power by such projects commissioned till 30th June 2023. The above waiver shall be available for a period of 25 years from the date of commissioning of such projects. The SPG shall ensure availability of entire energy delivered at Delivery point at Kerala periphery (KSEBL interconnection with CTU in SR) and KSEBL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA. KSEBL has scheduled the bid process in such a manner as to suite this requirement. SPG shall ensure that the project is commissioned within the prescribed time limit to avail the above mentioned benefit. If the commissioning of the project gets delayed beyond the aforementioned time limit (30th June 2023) due to any reason beyond the control of KSEBL and transmission losses and charges become applicable, KSEBL shall not be liable to compensate such additional charges. Such charges shall be borne fully by the SPG themselves.

4.6 Information regarding Interconnection Facilities: The SPG shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on SPG side (power plant side) of the delivery point to enable delivery of electricity at the delivery point. The transmission of power upto the point of

interconnection where the metering is done for energy accounting shall be the responsibility of the SPG at his own cost

4.7 Purchase and sale of Contracted Capacity: Subject to the terms and conditions of this Agreement, the SPG shall undertake to sell to KSEBL, energy and KSEBL undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to Contracted Capacity.

4.8 Right to Contracted Capacity & Energy

4.8.1 KSEBL, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPG beyond the contracted capacity with the maximum CUF. If during any contract year, it is found that SPG has not been able to generate and supply energy corresponding to minimum CUF on account of reasons solely attributable to SPG, the SPG shall pay such compensation to KSEBL as mentioned under Article 4.2.

4.8.2 Purchase of excess energy: In case the availability is more than the maximum specified CUF or the maximum declared CUF as the case maybe, Solar Power Generator will be free to sell it to any other entity, provided, first right of refusal will vest with the KSEBL. In case the KSEBL purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff. The solar power generator shall ascertain the availability of excess energy over that corresponding to the maximum specified CUF or the maximum declared CUF as the case maybe, well in advance, and shall intimate the same to KSEBL. KSEBL shall within a period of 15 days intimate its decision on the purchase of this excess energy.

4.9 Extensions of Time

4.9.1 In the event that the SPG is prevented from performing its obligations under Article 4.1 in order to commission the plant by the Scheduled Commissioning Date due to:

- 1) Any KSEBL Event of Default; or
- 2) Force Majeure Events affecting KSEBL, or
- 3) Force Majeure Events affecting the SPG,

The Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.9.2, for a reasonable period but not less than 'day for day' basis, to permit the SPG or KSEBL, through the use of due diligence, to overcome the effects of the force Majeure Events affecting

the SPG or KSEBL, or till such time such Event of Default is rectified by KSEBL.

- 4.9.2** Subject to Article 4.9.6, in case of extension occurring due to reasons specified in Article 4.9.1(1), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than six (6) Months.
- 4.9.3** In case of extension due to reasons specified in Article 4.9.1(2) and 4.9.1(3), 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.
- 4.9.4** 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 by, any Party may raise the dispute to be resolved in accordance with Article 17.
- 4.9.5** 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.
- 4.9.6** 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 6 months or date determined pursuant to Article 4.9.1 whichever is later.

4.10 Penalty for delay in commencement of supply of power to KSEBL

The project shall be commissioned within a period of 18 (eighteen) months from the date of execution of PPA. If the SPG is unable to commence supply of power to KSEBL by the Scheduled Commissioning Date other than for the reasons specified in Article 4.9.1, the SPG shall pay to KSEBL, penalty for the delay in such commencement of supply of power and for not making the Contracted Capacity available for despatch by the Scheduled Commissioning Date.

- a) For Delay in commissioning upto 6 (six) months from SCD, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.
- b) For Delay in commissioning beyond six months from SCD, Generator Event of Default, as per clause 13.1 of the PPA, shall be considered to have occurred and

the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.

C) Any delay in adoption of Tariff by the Appropriate Commission, beyond 60 (Sixty) days, shall entail a corresponding extension in Scheduled Commissioning Date.

4.11 Liquidated Damages: In case KSEBL suffers any loss arising out of any default or breach of contract by the SPG, the SPG shall be liable to pay to KSEBL, liquidated damages arising thereof and as per Article 4.10 of the PPA.

4.12 Reactive Power Requirement

All Solar Power Generators shall comply with the provisions in the CEA (Technical Standards for Connectivity to Grid) Amendment Regulations, 2013. Any SPG not complying with the provisions of CEA Regulations shall be liable to pay reactive power compensation, at the rate to be approved by the Commission, if the situation warrants. .

4.13 Acceptance / Performance Test: Prior to synchronization of the Power Project, the SPG shall be required to get the Project certified for the requisite acceptance / performance test as may be laid down by an agency, in consultation with KSEBL to carry out testing and certification for the solar power projects.

4.14 Quality of Service: The Generator shall be responsible for the delivery of energy conforming to Performance Standards for Transmission and Bulk Supply as approved by KSEBL. The quality of power and its parameters and waveform distortion shall be in accordance with prevailing standards and regulations, Engineering Recommendations etc.

4.15 Renewable Energy Credit: Energy procured under this contract shall be accounted against the Renewable Purchase Obligation of KSEBL. The SPG shall not have any rights whatsoever to accredit the project under Renewable Energy Certification (REC) or to make use of the energy against its own obligation, even in case it is an obligated entity.

ARTICLE 5 – SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronisation, Commissioning and Commercial Operation

- 5.1.1 Testing Procedures:** Shall be as per KSEBL approved testing procedures evolved by the generator before testing, in line with the relevant standards.
- 5.1.2** The SPG shall give the SLDC and KSEBL at least sixty (60) days advance preliminary written intimation and at least thirty (30) days advance final written intimation on the date of synchronization of the Solar Power Generator to the Grid.
- 5.1.3** Subject to Article 5.1.2, the Power Project may be synchronized by the SPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code and other applicable regulations then in effect and otherwise meets all other Indian / State legal requirements for synchronization to the Grid System.
- 5.1.4** The synchronization facility shall be provided by the SPG at its own cost. The SPG shall synchronize its system with the Grid System only after the approval for synchronization scheme is granted by the head of the concerned substation/grid system and checking / verification is made by the concerned authority of the grid system. Communications with all the concerned authorities shall be the responsibility of the SPG.
- 5.1.5** The SPG shall inform the concerned substation of the grid system to which the power project is electrically connected in accordance with the applicable grid code regarding synchronization / tripping / switch off of the generator immediately after each operation.
- 5.1.6** The SPG shall commission the project within 18 months from the date of execution of PPA as per the provisions of PPA.

5.2 Part Commissioning / Early Commissioning

- 5.2.1** Part commissioning of the project shall be accepted subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 5 MW, without prejudice to imposition of penalty, in terms of Article 4.10 recovery of Liquidated Damages as per clause 4.11 on the part which is not commissioned. Scheduled Commissioning Date will not be altered due to part-commissioning.
- 5.2.2** Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD of the last unit.
- 5.2.3** In case of early commissioning of part capacity, the tariff for purchase of power from such part, till SCD will be limited to 75% of the PPA tariff.

However, in case the entire capacity is commissioned prior to SCD, KSEBL may purchase the generation at PPA Tariff.

- 5.2.4 Subject to provisions of the Act, the distribution licensee shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. It is presumed that the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.

6 ARTICLE 6 - DISPATCH

- 6.2.1 The SPG 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 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 SPG. The Generator shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by SLDC /KSERC from time to time.
- 6.2.2 The SPG shall be responsible for directly coordinating and dealing with the concerned Load Dispatch Centre's, 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 SPG and Buying Entity are the Grid connected entities.

7 ARTICLE 7 - METERING

7.1 Metering

- 7.1.1 Metering shall be as per CEA (Installation and Operation of Meters, Regulations, 2006) and amendments thereon / IEGC as applicable. The Generator shall procure and install Main meter, Check meter and Standby meter at the interconnection point based on the above regulations / IEGC. All meters (main, check & standby) and the associated equipment (CT & PT) shall be of 0.2 S class accuracy, or as amended from time to time, having

import-export registering facility. The Metering shall be on ABT platform. The Generator may install any further meters for its own comfort at its own cost.

- 7.1.2** For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPG 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.
- 7.1.3** The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of Delivery Point. Generator shall provide Data Acquisition System facility for transfer of information to State Load Dispatch Centre (SLDC) concerned as per section 29(3) of Kerala State Electricity Grid Code and Regulation 5.2(u) of IEGC. Data shall be downloaded from the meters at regular intervals as decided by State Load Dispatch Centre (SLDC) for preparation of the Energy Account.
- 7.1.4** In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters (two meters, each with separate CT, PT) are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.
- 7.1.5** Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation and Operation of Meters) Regulations, 2006 as amended from time to time. If the Main Meter or Check Meter is found to be not working at the time of meter readings or at any other time, Generator shall inform KSEBL of the same.
- 7.1.6** In case both Main meter and Check meter fail, at least one of the meters shall be immediately replaced by a correct meter by the SPG at its own cost. In case of failure of main meter, readings of check meter shall be used for accounting and billing purposes.
- 7.1.7** In case of failure of meters, energy accounting for the period shall be as per procedure stipulated in CEA (Installation and Operation of Meters) agreed procedure. In case of dispute, the decision of KSEBL would be final and binding. If meter(s) fail to record Regulations 2006 and amendments thereon or as per the mutually or if any of the PT fuses is blown out, energy shall be

computed based on standby meters. In case of dispute, resolution shall be as per provision of Article 15.

7.1.8 Periodic testing of Main, Check and Standby Meters of SPGs within Kerala shall be carried out in the presence of representatives of Generator and KSEBL as per procedure laid out in CEA (Installation and Operation of Meters) Regulations, 2006 or its amendments. For any testing / replacement, notice of seven days will be given.

7.1.9 The Main and Check Meter of SPGs within Kerala shall be checked on a quarterly basis by comparison of the readings between these two meters and in case the readings of the two Meters differ by more than 0.4% both the Meters will be checked separately with respect to another reference meter and defective meter shall be replaced. The energy metered during the period of defect would be revised by applying a correction factor on the energy metered by the defective Meter.

7.1.10 All Meters shall be tested for accuracy bi-annually for SPGs within Kerala at the expense of the Generator and in the presence of the representative of KSEBL and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the relevant class.

7.2 Reporting of Metered Data and Parameters

7.2.1 The Generator shall install necessary equipment for regular monitoring of solar irradiance (including DNI), ambient air temperature and other weather parameters and simultaneously for monitoring of the electric power generated from the plant.

7.2.2 Online arrangement shall be made by the solar power Generator for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC.

7.2.3 Reports on above parameters on monthly basis shall be submitted by the solar power Generator to the Deputy Chief Engineer (Commercial & Planning) for entire period of PPA.

ARTICLE 8 - INSURANCES

8.1 Insurance: The SPG 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, 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.

8.2 Application of Insurance Proceeds

8.1.1 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.

8.1.2 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, KSEBL shall have no claim on such proceeds of such Insurance.

8.3 Effect on liability of KSEBL: 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 SPG can claim compensation, under any Insurance shall not be charged to or payable by KSEBL.

ARTICLE 9 - APPLICABLE TARIFF

9.1 The SPG shall be entitled to receive a Tariff of Rs. _____ /kWh fixed for the entire term of this agreement, from the Commercial Operation Date, for the energy supplied at the Metering Point, subject to Article 4.8.2 and 5.2.3.

9.2 KSEBL will be liable to pay the project generator the tariff as agreed in the PPA.

ARTICLE 10: BILLING AND PAYMENT

10.1 Billing

10.1.1 KSEBL shall pay to the SPG the monthly Tariff Payments, from the commencement of supply of power, on or before the Due Date, in accordance with Tariff as specified in Article 9 and Schedule 7. All Tariff Payments by KSEBL shall be in Indian Rupees and in accordance with the following provisions:

10.1.2 The Solar Power Generator shall issue a signed monthly bill for the previous month for the electricity supplied to KSEBL from the Power Plant, based on the energy as indicated in Regional Energy Account issued by SRPC. For power plants within the state of Kerala, the Joint Meter Reading (JMR) certified by authorized representatives of KSEBL and SPG or the

energy reflected in the Energy Accounts issued by SLDC shall be taken. Any change in the methodology of energy accounting shall be done only as per the decisions taken in the appropriate forum and both the parties agree to abide by the methodology so finalized.

10.1.3 The bills may be presented / delivered by e-mail to the Deputy Chief Engineer (Commercial & Planning), Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, followed by original bill by courier / speed post. The date of receipt of e-mail shall be treated as the date of receipt of bill for determination of due date for payment, subject to the mail being delivered up to 11.00 am on a business day failing which the next business day shall be considered as date of receipt of bill.

10.2 Payment

10.2.1 KSEBL shall arrange payment of such Monthly Bill(s) promptly through NEFT / RTGS at the designated bank account of the SPG. KSEBL is entitled to deduct a rebate of 2.0% on the payment towards SPG's monthly bill within 5 days of receipt of bill. If such date is a holiday the next business day may be treated as the date of payment for availing rebate.

10.2.2 In any event, KSEBL shall pay the bill within the due date of payment.

10.2.3 If KSEBL does not pay the amount within the due date of payment then KSEBL shall pay interest at Marginal Cost of Fund based Lending Rate specified by SBI as on 1st April of the respective year plus 2%, for the amount due and payable.

10.3 Disputed Bill

10.3.1 In case of any dispute, 75% of the total bill amount shall be paid and a Written Objection shall be filed with SPG within 15 days of presentation of the bill, giving following particulars:

- i) Item disputed, with full details and reasons of dispute;
- ii) Amount disputed against each item.

If KSEBL does not dispute a Monthly Bill raised by the other Party within fifteen (15) Days of receipt, such Bill shall be taken as conclusive.

10.3.2 Within 7 (seven) days of receiving such notice, the SPG shall by a written Disagreement Notice, present any information, reasons or evidence as may reasonably be required for establishing its counter claim or its disagreement on the findings of KSEBL as in Article 10.3.1.

- 10.3.3** If no response is received within 7 (seven) days as mentioned in Article 10.3.2 above it shall be concluded that the SPG agrees to the claim raised in the Written Objection as per Article 10.3.1 and KSEBL shall make appropriate adjustment in the next Monthly Bill. In such a case if any excess payment has been made to the SPG by KSEBL, such amount shall be refunded along with interest at the same rate as in Article 10.2.3.
- 10.3.4** Upon receipt of the Disagreement Notice as per Article 10.3.2 by KSEBL the authorized representative of KSEBL and the SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Disagreement Notice.
- 10.3.5** If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 17.3.
- 10.3.6** In the event of resolution of dispute, the SPG shall revise such Bill and present it along with the next Monthly Bill. If so such balance amount shall be released/ recovered with interest as specified in Article 10.2.3 if it exceeds 30 days from the date of presentation the disputed of bill.
- 10.3.7** Adjustments, if any, on account of any additional claims or errors in the billing for a month shall be paid through Supplementary bills and shall be paid / adjusted with the next month's bill.

10.4 Payment Security Mechanism

- 10.4.1** KSEBL shall provide to the Generator, in respect of payment of its Monthly Bills, an unconditional and revolving standby Letter of Credit (LC), opened and maintained by KSEBL, which may be drawn upon by the Generator, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement.
- 10.4.2** The Letter of Credit shall have a term of twelve (12) months and shall be reviewed every year. The amount of LC shall be equal to:
- i) the estimated average monthly billing for the first Contract Year, and
 - ii) the average of the monthly Tariff Payments of the previous Contract Year for each subsequent Contract Year.
- 10.4.3** Provided that the Generator 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.

- 10.4.4** KSEBL shall cause the scheduled bank issuing the Letter of Credit to intimate the Generator, in writing regarding establishing of such Letter of Credit.
- 10.4.5** KSEBL shall ensure that the Letter of Credit shall be renewed prior to its expiry.
- 10.4.6** All costs relating to opening and maintenance of the Letter of Credit shall be shared equally between KSEBL and the Generator.
- 10.4.7** If, KSEBL fails to pay a Monthly Bill or part thereof within the Due Date, the Generator may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from KSEBL 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 KSEBL,
 - ii. a certificate from the Generator 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 Annual Reconciliation:** The Parties acknowledge that all payments made against Monthly Bills shall be subject to annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.
- 10.6 Payment of Supplementary Bill**
- 10.6.1** Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of Change in Law as provided in Article 12, and such Supplementary Bill shall be paid by the other Party.
- 10.6.2** KSEBL shall remit all amounts due under a Supplementary Bill raised by the SPG to the SPG's Designated Account by the Due Date. Similarly, the SPG shall pay all amounts due under a Supplementary Bill raised by KSEBL, if any, by the Due Date to the designated bank account of KSEBL.
- 10.6.3** 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 10.2.3.

ARTICLE 11 - FORCE MAJEURE

11.1 Force Majeure

11.1.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances or the consequence thereof as 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 in performing its obligations:

Categorisation of Force Majeure Events:

Natural Force Majeure Event

- 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 it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) 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;
- c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or
- d) any event or circumstances of a nature analogous to any of the foregoing.

Non-Natural Force Majeure Event

- a) 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;

b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;

c) nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;

d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 5.7 of these Guidelines; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, licence, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, licence, authorization, as the case may be.

11.2 Force Majeure Exclusions

11.2.1 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.

11.3 Notification of Force Majeure Event

11.3.1 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 the PPA. 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 weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.3.2. 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 the PPA, as soon as practicable after becoming aware of each of these cessations.

11.4 Performance Excused

11.4.1. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.

11.4.2. For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the generator shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.

11.4.3. Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.4.4. Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

11.5 No Liability for Other Losses

No Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.6. Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.7. Termination Due to Force Majeure Event

11.7.1 Termination due to Natural Force Majeure Event

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that

a Natural Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.4 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.

b) Without prejudice to the provisions of Article 11.7.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.

c) On termination of the PPA pursuant to Article 11.7.1(b):

(i) no Termination Compensation shall be payable to the generator.

(ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

11.7.2. Termination due to Non-Natural Force Majeure Event

a) Upon occurrence of a Non-Natural Force Majeure Event, the Generator shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.

b) Notwithstanding anything in Article 11.5, on termination of the PPA pursuant to Article 11.7.2 (a):

(i) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event."

12 ARTICLE 12 - CHANGE IN LAW

In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the KSERC.

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 including

- (1) the enactment, coming into effect, adoption, promulgation, amendment, modification, notification or repeal (without re-enactment or consolidation) in India, of any Indian Law, including rules and regulations framed pursuant to such Law;
- (2) a change in the interpretation or application of any Indian Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- (3) the imposition of a requirement for obtaining a new Consent, Clearance and Permit which was not required earlier;
- (4) 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 SPG;
- (5) any change in tax or introduction of any tax made applicable for supply of power by the SPG as per the terms of this Agreement including any change in rate of taxes, duties and cess but shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends distributed to the shareholders of the SPG, or (ii) any change on account of regulatory measures by the KSERC including calculation of CUF.

12.2 Relief for Change in Law

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

12.2.2 The decision of the appropriate Commission shall be final and governing on both the Parties.

13 ARTICLE 13 - EVENTS OF DEFAULT AND TERMINATION

13.1 SPG Event of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of Force Majeure, and the Generator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 35 (thirty five) days, the

Generator shall be deemed to be in default of this Agreement (the "Generator Default") shall constitute a SPG Event of Default:

- 13.1.1** The defaults referred to herein shall include the following:
- (a) The failure to commission the plant within the stipulated time or failure to commence supply of power to KSEBL up to the Contracted Capacity, relevant to the Scheduled Commissioning Date; as revised/extended under various provisions of this contract.
 - (b) The Performance Bank Guarantee has been en-cashed and appropriated upon occurrence of a Generator default or failure to meet any Condition Precedent and the Generator fails to replenish or provide fresh Performance Bank Guarantee within a Cure Period of 6 (six) days;
 - (c) Subsequent to the replenishment or furnishing of fresh Performance Bank Guarantee, the Generator fails to meet any Condition Precedent or cure the Generator Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 45 (forty five) days;
 - (d) The Generator does not achieve the latest outstanding Project Milestone or the Scheduled Commissioning Date, as the case may be, due in accordance with the provisions of project completion schedule and continues to be in default for 70 (seventy) days;
 - (e) The Generator is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
 - (f) the Generator has failed to make any payment to the KSEBL within the period specified in this Agreement;
 - (g) the Generator creates any encumbrance in breach of this Agreement;
 - (h) the Generator schedules electricity, produced from Contracted Capacity, for sale to other buyers in breach of this Agreement and fails to pay Damages equal to the entire sale revenue accrued from Buyers.
 - (i) a Change in Ownership has occurred without the prior written approval of KSEBL.
 - (j) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Generator under any of the Project Agreements, or

- of (ii) all or part of the assets or undertaking of the Generator, and such transfer causes a material adverse effect;
- (k) an execution levied on any of the assets of the Generator has caused a material adverse effect;
 - (l) the Generator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Generator or for the whole or material part of its assets that has a material bearing on the Project;
 - (m) the Generator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the KSEBL, a material adverse effect;
 - (n) a resolution for winding up of the Generator is passed;
 - (o) any petition for winding up of the Generator is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Generator is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Generator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Generator under this Agreement and the Project Agreements; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Generator as at the Appointed Date;
 - (iii) each of the Project Agreements remains in full force and effect;
and
 - (iv) such amalgamation or reconstruction is approved by the Commission.

- (p) any representation or warranty of the Generator herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Generator is at any time hereafter found to be in breach thereof;
- (q) the Generator submits to the KSEBL any statement, notice or other document in written or electronic form, which has a material effect on the KSEBL's rights, obligations or interests and which is false in material particulars;
- (r) the Generator has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
- (s) the Generator issues a Termination Notice in violation of the provisions of this Agreement; or
- (t) the Generator commits a default in complying with any other provision of this Agreement and RfS documents if such default causes or may cause a Material Adverse Effect on the KSEBL.

13.1.2 Upon being in default, the Solar Power Generator shall be liable to pay KSEBL, damages, as provided as per clause 4.10 of the PPA for failure to commission within stipulated time and Clause 4.2 for failure to supply power in terms of the PPA. For other cases, KSEBL shall be paid, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

13.1.3 In addition to the levy of damages as aforesaid, in the event of a default by the Solar Power Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, KSEBL may terminate the PPA and 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.

In the event the KSEBL receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 70 (seventy) days from the date of such representation or exercise

its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided further that upon written request from the Lenders' Representative and the Generator, the KSEBL shall extend the aforesaid period of 70 (seventy) days by such further period not exceeding 90 (ninety) days, as KSEBL may deem appropriate.

13.2: KSEBL Event of Default

In the event that any of the defaults specified below shall have occurred, and KSEBL fails to cure such default within a Cure Period of 120 (one hundred and twenty) days or such longer period as has been expressly provided in this Agreement, KSEBL shall be deemed to be in default of this Agreement (the "KSEBL Default") unless the default has occurred as a result of any breach of this Agreement by the Generator or due to Force Majeure shall constitute the Event of Default on the part of KSEBL:

- a) If KSEBL fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly / Supplementary Bill for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit for the applicable Month; or
- b) If KSEBL breaches this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPG in this regard; or
- c) except where due to any SPG's failure to comply with its obligations, KSEBL is in material breach of any of its obligations pursuant to this Agreement or RfS documents, and such material breach is not rectified by KSEBL within thirty (30) days of receipt of notice in this regard from the SPG to KSEBL; or

if

- d) KSEBL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings
- e) any winding up or bankruptcy or insolvency order is passed against KSEBL, or

- f) KSEBL 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 any Indian Law,
- g) Provided that it shall not constitute a KSEBL Event of Default, where such dissolution or liquidation of KSEBL 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 RfS documents and has creditworthiness position to perform them; or;
- h) Occurrence of any other event which is specified in this Agreement to be a material breach or default of KSEBL,

13.2.1 KSEBL shall, subject to the prior consent of the Solar Power Generator, 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 Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion, require the defaulting Procurer 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 110% (one hundred and ten per cent) of the adjusted equity, less Insurance Cover, if any, or, (ii) pay to the Solar Power Generator, 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 Solar Power Generator. 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 Procurer.

13.3 Procedure for cases of SPG Event of Default

13.3.1 Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, KSEBL shall have the right to deliver to the SPG a notice stating SPG's liability to pay damages (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of Procurer 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.

- 13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 13.3.4 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 SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, KSEBL may proceed in accordance with Clause 13.1.1 & 13.1.2.
- 13.3.5 In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with KSEBL. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, KSEBL may terminate the PPA and 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 KSEBL Event of Default

- 13.4.1 Upon the occurrence and continuation of any KSEBL Event of Default specified in Article 13.2 the SPG shall have the right to deliver to KSEBL, a SPG 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 SPG 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 seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or KSEBL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, KSEBL shall subject to the

prior consent of the Solar Power Generator, 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 Solar Power Generator, or if no offer of novation is made by KSEBL within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion, require the defaulting Procurer 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 110% (one hundred and ten per cent) of the adjusted equity, less Insurance Cover, if any, or, (ii) pay to the Solar Power Generator, 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 Solar Power Generator.

13.4.5 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 SPG.

13.4.6 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 KSEBL.

13.3 Termination Payment

13.3.1 Upon Termination on account of a SPG Default, the SPG shall pay to the KSEBL, by way of Termination Payment, an amount that would have been due and payable corresponding to the minimum CUF, for a period of 1(one) year (PPA tariff x Energy units to be generated for one year) as if the Power Station had operated for such 1 (one) year from the date of Termination.

13.3.2 Upon Termination on account of a KSEBL Default, the KSEBL shall pay to the SPG, by way of Termination Payment, an amount that would have been due and payable corresponding to the minimum CUF for a period of 6 (six) months (PPA tariff x Energy units to be generated for Six months) as if the Power Station had operated for such 6 (six) months from the date of Termination.

13.3.3 Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of

any delay, the defaulting Party shall pay interest at a rate equal to 2% (two per cent) above the Marginal Cost of Fund based Lending Rate specified by SBI as on 1st April of the respective year on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the KSEBL of its payment obligations in respect thereof hereunder.

13.3.4 The SPG expressly agrees that Termination Payment under this Article 13 shall constitute a full and final settlement of all claims of the SPG on account of Termination of this Agreement for any reason whatsoever and that the SPG or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

13.4 Termination due to Force Majeure

13.4.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.9.3, 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 - GENERATION COMPENSATION FOR OFF TAKE CONSTRAINTS**

14.1 KSEBL may be constrained not to schedule power on account of unavailability of the transmission infrastructure/grid or in the eventuality of a back down. Compensation to the Generator will be provided as following:

14.1.1 Compensation for Off take constraint due to Transmission infrastructure not complete /ready

After the Scheduled Commissioning Date, if the Plant is ready but necessary power evacuation / transmission infrastructure is not ready for reasons not attributable to Solar Power Generator, leading to off take constraints, Generation compensation will be provided as follows:

Transmission constraint	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/transmission infrastructure is not ready, leading to	The minimum CUF shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPG

off take constraint	in the succeeding 3 (three) Contract Years, shall be procured by the procurer at the PPA tariff so as to offset this loss.
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However, if the plant is ready before SCD, but the off take is constrained because of inadequate / incomplete power evacuation infrastructure, no compensation shall be provided.

14.1.2 Compensation for off take Constraints due to Grid Unavailability

During the operation of the plant, if the plant can generate power and the SPG is not able to evacuate the power generated due to temporary transmission unavailability, for reasons not attributable to the SPG, generation compensation shall be considered by KSEBL in the following manner:

Duration of Grid Unavailability	Provision for Generation Compensation
Grid unavailability in a contract year: (only period from 8 am to 6 pm to be Counted)	<p>Generation Loss = (Average Generation per hour during the contract year) x (number of hours of grid unavailability during the contract year)</p> <p>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.</p> <ul style="list-style-type: none"> Excess generation over the maximum specified CUF by the SPG equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

14.1.3 Off Take Constraints Due To Back down

(a). The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-

compliance with "Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing Cycle.	<p>Minimum Generation Compensation = <u>100%</u> of [(Average Generation per hour during the month) x (number of back down hours during the month) x PPA Tariff]</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>

(b).The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.

(c).No back-down / curtailment to be ordered without giving formal / written instruction for the same.

(d).The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned Load Dispatch Centre."

ARTICLE 15 - LIABILITY AND INDEMNIFICATION

15.1 Indemnity

15.1.1 The SPG shall indemnify, defend and hold KSEBL harmless against:

- a) any and all third party claims against KSEBL 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 SPG 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 KSEBL from third party claims arising by reason of breach by the SPG of any of its obligations under this Agreement, (provided that this Article 15 shall not apply to such breaches by the SPG, for which specific remedies have been provided for under this Agreement), or any of the representations or warranties of the SPG, if any made under this Agreement, being found to be inaccurate or untrue.

15.1.2 KSEBL shall indemnify, defend and hold the SPG harmless against:

- a) any and all third party claims against the SPG, 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 KSEBL 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 (Indemnifiable Losses) actually suffered or incurred by the SPG from third party claims arising by reason of a breach by KSEBL of any of its obligations under this Agreement. Provided that this Article 15 shall not apply to such breaches by KSEBL, for which specific remedies have been provided for under this Agreement.

or

any of the representations or warranties of KSEBL , if any made under this Agreement, being found to be inaccurate or untrue.

15.2 Procedure for claiming Indemnity

15.2.1 Third party claims

15.2.1.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 15.1.1(a) or 15.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 15.1.1(a) or 15.1.2 (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:

- 1) the Parties choose to refer the dispute before KSERC in accordance with Article 17.3; and
- 2) 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.

15.2.1.2 The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 15.1.1(a) or 15.1.2(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.

15.3 Indemnifiable Losses

15.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(b) or 15.1.2(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 nonpayment of such losses after a valid notice under this Article 15.3, such event shall constitute a payment default under Article 13.

15.4 Limitation on Liability

15.4.1 Except as expressly provided in this Agreement, neither the SPG nor KSEBL 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, whether of KSEBL, the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

15.4.2 KSEBL shall have no recourse against any officer, director or shareholder of the SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of KSEBL, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

15.5 Duty to Mitigate: The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.

16 ARTICLE 16 - ASSIGNMENTS AND CHARGES

16.1 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:

- (a) Provided that, such consent shall not be withheld if the Generator seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- (b) Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute an agreement on the same terms and conditions as are included in this Agreement.
- (c) Provided that, KSEBL shall permit assignment of any of SPGs rights and obligations under this Agreement in favour of the lenders to the SPGs, if required under the Financing Agreements.

16.2 Permitted Charges: Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

17 ARTICLE 17 - GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law: 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 arising out of or in connection with this Agreement shall be under the jurisdiction of courts in Thiruvananthapuram.

17.2 Amicable Settlement

17.2.1 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:

1. a description of the Dispute;
2. the grounds for such Dispute; and
3. all written material in support of its claim.

17.2.2 The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 17.2.1, furnish:

1. counter-claim / defenses, if any, regarding the Dispute; and
2. all written material in support of its defenses / counter-claim.

17.2.3 Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 17.2.1 or 17.2.2, both the parties to the dispute shall meet 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, the Dispute shall be referred for dispute resolution in accordance with Article 17.3.

17.3 Dispute Resolution

All disputes relating to any matter relating to this contract shall be adjudicated by the appropriate Commission or shall be referred for arbitration by the appropriate Commission. Appeal against the decisions of the appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

17.4 Parties to Perform Obligations: Notwithstanding the existence of any dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 17.3 and save as the Appropriate Commission or the Arbitration Tribunal 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.

18 ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 Amendment: This Agreement may only be amended or supplemented by a written agreement between the Parties on mutually agreed terms subject to approval of KSERC.

18.2 Third Party Beneficiaries: This Agreement is solely for the benefit of the Parties 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.

18.3 Waiver: 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:

18.3.1 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.

18.4 Confidentiality: 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:

- to their professional advisors;
- 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 disclosures required under Law without the prior written consent of the other Party.

18.5 Severability: 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.

18.6 Notices

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

18.6.2 Any intimation to KSEBL viz all notices or other communications which are required must be delivered personally or by registered post or e-mail or any other mode, duly acknowledged to the addresses below:

Address: Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer,
Kerala State Electricity Board Ltd,
8th floor, Vidyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695 004 : e-mail:.....

18.6.3 If to the SPG, all notices or communications must be delivered personally or by registered post or e-mail or any other mode, duly acknowledged to the address(es) below:

Address : M/s
.....
..... : e-mail

18.6.4 All notices or communications given by e-mail shall be confirmed by sending a copy of the same signed by authorized signatory via post 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.

18.6.5 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.

18.7 Language

18.7.1 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.

18.7.2 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.

18.8 Restriction of shareholders/owners' liability

18.8.1 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 Party concerned under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Companies Act, 2013.

18.9 Taxes and duties

18.9.1 SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPG, contractors or their employees that are required to be paid by the SPG as per the Law in relation to the execution of the Agreement.

18.9.2 KSEBL shall be indemnified and held harmless by the SPG against any claims that may be made against KSEBL in relation to the matters set out in Article 18.9.1.

18.9.3 The KSEBL shall not be liable for any payment of taxes, duties, levies, cess whatsoever for discharging any obligation of the SPG by KSEBL on behalf of SPG.

18.10 Non Consequential Or Indirect Losses

18.10.1 The liability of the KSEBL and the SPG shall be limited to that explicitly provided in this Agreement.

18.10.2 Provided that notwithstanding anything contained in this Agreement, under no event shall the SPG or KSEBL, claim from each other any indirect or consequential losses or damages.

18.11 Order of priority in application

In case of any inconsistency between the agreement(s) executed between the Parties, with the applicable Law including rules and regulations framed there under, the order of priority as between them shall be the order in which they are placed below:

1. applicable Law, rules and regulations framed there under;
2. the IEGC/KSEGC as the case maybe and
3. the terms and conditions of this Agreement;

18.12 Independent Entity

18.12.1 KSEBL shall be an independent entity performing its obligations pursuant to the Agreement.

18.12.2 Subject to the provisions of the Agreement, KSEBL shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of KSEBL in connection with the performance of the Agreement shall be under the complete control of KSEBL and shall not be deemed to be employees or representatives of the SPG and nothing contained in the Agreement or in any other agreement or contract awarded by KSEBL shall be construed to create any contractual relationship between any such employees or representatives or contractors and the SPG.

18.13 CONTRACT AWARD AND CONCLUSION

18.13.1 After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall provide appropriate certification on conformity of the bidding process evaluation according to the provisions of the RfS document.

KSEBL shall make the successful bids public for the purpose of transparency by indicating all the components of tariff quoted by all the successful Bidders, after signing of the Performance Agreement or effective date, whichever is later. While doing so, only the name of the successful Bidder(s) and the tariffs quoted by them shall be made public and details of tariffs quoted by other Bidders shall not be made public. For above purpose, requisite details shall be posted on the website of KSEBL.

In the event of Successful Bidder failing to fulfill the above conditions set out in this RFS, then KSEBL may, unless it consents to an extension, withdraw the LOA and forfeit the Earnest Money Deposit of the Successful Bidder.

Unless otherwise provided for in this RFS, the Successful Bidder will not be entitled to seek any deviation in the Power Purchase Agreement.

The Successful Bidder will bear all costs associated with signing of all the Power Purchase Agreement, including payment of any stamp duty, registration charges, etc. KSEBL will not be responsible or liable for any costs in relation to signing of the Power Purchase Agreement. Subject to provisions of the Act, the distribution licensee shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. In case, the Appropriate Commission does not decide

upon the same within sixty days of such submission, the tariffs shall be deemed to be have been adopted by the Appropriate Commission."

18.14 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.

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

<u>Generator</u>	<u>KSEBL</u>
M/s	Kerala State Electricity Board Ltd
Signature	Signature
Name:	Name
Designation:	Designation
Seal:	Seal
<u>Witness:</u>	<u>Witness</u>
1. Name:	1. Name:
Designation	Designation
Signature	Signature
2. Name:	2. Name:
Designation	Designation
Signature	Signature

Schedule 1: Particulars of the Project

Separate sheet may be provided for each plant

Sl. No.	Item	Description
1.	Project Capacity	_____ MW
2.	Solar PV Module Make	
3.	Solar PV Module Model No.	
4.	Module Rating in kWp	
5.	Technology used	
6.	Capacity Utilization Factor (CUF)	
7.	Key accessories (pls attach separate list)	
8.	Configuration of Generator transformer	
9.	Short Circuit Current Ratio of transformer	
10.	State of the art Excitation system	
11.	Automatic Voltage Regulator	
12.	Power System Stabiliser	
13.	Frequency range of Inverter	FromHz toHz
14.	Frequency range of Inverter at rated power	FromHz toHz
15.	Power factor range	From ...lag to....lead
16.	LVRT/HVRT	
17.	No. Of AC Auxiliary sources	
18.	No. Of DC sources	
19.	% Current Harmonics	
20.	% DC Injection	
21.	Flicker	
22.	Metering	
23.	Protection System (for generating station and Substation separately including busbar – attach separate sheet if required)	
24.	Disturbance recording and Event logging(for generating station and Substation separately including busbar)	
25.	Earthing (for generating station and Substation separately)	

26.	SCADA	
27.	Auxiliary Consumption (kWh)	
28.	Scheduled Month /Year of Commissioning	
29.	Type Test Certificates(attach all certificates)	
30.	Any Other Documents	

Seal of Company

Name of Generator:

Date:

Signature:

Schedule 2: Location of Plant

(To be filled signed by Generator)

Sr. No.	Particulars	Details to be filled up by the Generator
1.	Land purchase/lease date	To be provided separately
2.	Total area of the land in possession	-do-
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	Village Tehsil District State
4.	Survey No.	To be provided separately
5	Whether counter-survey of the land is carried out (copy enclosed)	To be provided separately
6.	Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point	To be provided separately in consultation with concerned STU/CTU

Seal of Company

Name of Generator: M/s

Date:

Signature:

Schedule 3: Plant Layout

Attach Appropriate Drawings/Documents

(To be provided separately)

Schedule 4: Site Drawing

Attach Appropriate Drawings/Documents

(To be provided later)

Schedule 5: Format for Monthly Energy Bill

To be prepared as per requirements

Schedule 6: Approvals

1. Consent from concerned state utility for the evacuation scheme for evacuation of the power generated by the MW Solar Power Projects.
2. Approval of the concerned Electrical Inspectorate, for commissioning of the transmission line and the MW Solar Power Projects.
3. Certificate of Commissioning of Solar Power Plant at the Project Site.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Clearance from the Department of Forest, Ecology and Environment, if required.
6. Approval for water from the concerned authority (if applicable) required for the project

Note: Each item to be provided separately.

Schedule 7: Tariff Quoted by the Generator

(Copy Enclosed)