

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY
LIMITED**

DRAFT PPA

**FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH
COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE
E-AUCTION) FROM 500 MW GRID CONNECTED SOLAR
PHOTOVOLTAIC POWER PROJECTS**

ISSUED BY
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051
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This Power Purchase Agreement is made and entered into at Mumbai on this day of -----
2021 between

M/s----- Company having its registered office -----
-at ----- India (hereinafter referred to as "Power
Producer", which expression shall, unless repugnant to the context or meaning thereof,
include its successors and assignees) as party of first part.

AND

Maharashtra State Electricity Distribution Company Limited incorporated under the
Companies Act 1956 (1 of 1956) having its Registered office at Prakashgad, Bandra (East),
Mumbai – 400 051, (hereinafter referred to individually, as “MSEDCL” or "Power
Procurer", which expression shall, unless repugnant to the context or meaning thereof,
include its successors and assignees) as party of the second part.

WHEREAS MSEDCL vide RfS No.has floated
tender for procurement of 500 MW power from Solar Power Projects through Competitive
Bidding (followed by reverse auction) and M/s...../Power Producer has

been declared Successful Bidder pursuant to Letter of Award (LoA) dated for development of Solar Power Project ofMW capacity located at----- and sale of entire of electrical energy, so produced, for commercial purposes from such Power Plant to MSEDCL.

AND, WHEREAS the Power Producer has furnished Performance Bank Guarantee no..... dated amounting to Rs. (calculated at INR 8 Lakh / MW) as per the RfS No.

AND, WHEREAS the Power Producer desires to set-up/has set up Solar Energy based Power Plant of MW capacity at Village Taluka District State and may change the project location, provided if the location is changed by the Solar Power Producer once at the time of achievement of Financial Closure i.e. within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park as per the RfS provisions, by executing supplementary agreement.

AND, WHEREAS the power producer has taken responsibility to set up requisite power injection system into MSETCL/MSEDCL network.

AND, WHEREAS the Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by Power Producer to MSEDCL.

NOW THEREFORE IN VIEW OF THE FORGOING PREMISES AND IN CONSIDERTAION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH,MSEDCL AND THE POWER PRODUCER,EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLETCIVELY THE PARTIES,HEREBY AGREE AS FOLLOWS:

Article 1: DEFINITIONS

1. For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

“Agreement” shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

“Adjusted Equity” shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

- a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;
- b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);
- c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of a year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

“AMR” shall mean Automated Meter Reading.

“Approvals” means the permits, clearances, licenses and consents as are listed in Schedule 3 hereto and any other statutory approvals.

“Billing Period” means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. 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.

“Billing Date” shall be the first Business Day after the Metering Date of each Billing Period.