

Article 6: BILLING AND PAYMENT

6.1 Billing Provision:

The Billing shall be on monthly basis. MSEDCL shall be billed by the Power Producer based on Meter reading (MRI/AMR)/REA/SEA as certified by Maharashtra SLDC /RLDC or MSEDCL authority as may be applicable following the end of each month for the energy supplied.

The Power Producer shall raise bills (on online portal only) for the power supplied during the month by the 10th day of the following month.

The Power Producer shall open a bank account ("Power Producer's Designated Account"), and shall notify MSEDCL as per the format enclosed with this PPA as **Schedule 5**, for all Tariff Payments be made by the Procurer to the Power Producer, and notify the Procurer of the details of such account at least thirty (30) Days before the dispatch of the first Monthly Bill. The Procurer shall also designate a bank account (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurer, if any, and notify the Seller of the details of such account thirty (30) days before the dispatch of the first Monthly Bill. The Seller and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

6.2 Payment:

MSEDCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the MSEDCL.

6.3 Late Payment:

For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.

6.4 Rebate:

For payment of Bill on or before Due Date, the following Rebate shall be paid by the Solar Power Developer to MSEDCL in the following manner:

- a) A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 15 days of the presentation of Tariff Invoice by modes as mentioned in Article 6.1 along with required supporting documents at MSEDCL office. No rebate shall be applicable for payment beyond 15 days of the presentation of Tariff Invoice.
- b) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the Tariff Invoice at MSEDCL.
- c) No rebate shall be payable on the Bills raised on account of taxes, duties, cess etc.

6.5 Payment Security:

1) Letter of Credit:

- a) MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the Power Producer for the contracted capacity. All the cost for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by MSEDCL.
- b) The Letter of Credit shall be established in favour of, and issued to, the Power Producer on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by MSEDCL and all times during the Term of the Agreement.
- c) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:
 - i. In the event a Tariff Invoice or any other amount due and undisputed amount payable by MSEDCL pursuant to the terms of this Agreement is not paid in full by MSEDCL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.
 - ii. The amount of the Letter of Credit shall be equal to one month's projected payments during first contract year and thereafter during each contract year, the amount of Letter of Credit shall be equal to one month average billing of previous contract year.
 - iii. The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- d) The Letter of Credit shall be renewed and/or replaced by the MSEDCL not less than 30 days prior to its expiration.
- e) **Payment under the Letter of Credit:** The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:

- i. a copy of the metering statement issued by MSEDCL , supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice
- ii. a certificate from Power Producer stating that the amount payable by MSEDCL in respect of such tariff invoice has not been paid or disputed by MSEDCL till the due date of payment of the Tariff invoice.

2) Payment Security Fund –

The Payment Security Fund shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund.

6.6 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, resolution process as described in Article 11 shall be followed.

Article 7: METERING AND COMMUNICATION

7.1 Reading and Correction of Meters:

- 7.1.1. The metering point will be as given below:
- a) For existing intra - state projects, metering shall be at the existing metering point(s);
 - b) For new intra - state projects, metering shall be at the voltage level of 33 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the solar power project.
 - c) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.
- 7.1.2. For the purpose of energy accounting, the ABT compliant meter with Automated Meter Reading (AMR) feature shall be installed by Power Producer at the metering point.
- 7.1.3. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. CTU/STU/DISCOM shall stipulate specifications in this regard.
- 7.1.4. The Power Producer shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at Delivery Point.
- 7.1.5. The ABT metering equipment consisting of Main and Check Meters with separate CT and PT shall be identical in make, technical standards and of 0.2s accuracy class and calibration and comply with the requirements of Electricity Rules.
- 7.1.6. The meters installed at the Metering Point shall have four quadrant, three phase, four wires and provision for on line/automatic reading and time slots as required by purchaser and RLDC/SLDC.
- 7.1.7. The Solar Power Producer shall also establish backup metering system/check meter. In the event of the Main Metering System is not in service for the reason of maintenance, repairs or testing, then the Backup Metering System/Check Meter shall be used during the period for which the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

7.2 Testing of the metering equipment (wherever applicable):

- 7.2.1 The Main and Check Meters shall be tested for accuracy, with a portable standard meter, by the National accredited Labs and sealed by MSEDCL at its own cost. MSEDCL/MSETCL/CTU/STU shall carry out the calibration, periodical testing, sealing and maintenance of meters in the presence of the authorized

representative(s) of the Solar Power Developer and the representative of the Solar Power Developer shall sign on the results thereof.

- 7.2.2 The frequency of meter testing shall be annual. All the meters will be tested only at the Metering Point. Purchaser will provide a copy of the test reports to Seller.
- 7.2.3 If during testing, both the Main and Check Meter are found within the permissible limit of error i.e. 0.2%, the energy computation will be as per the Main Meter. If during test, any of the Main Meters is found to be within the permissible limits of error but the corresponding Check Meter is beyond the permissible limit; the energy computation will be as per the Main Meter. The Check Meter shall be calibrated immediately.
- 7.2.4 If during the tests, any of the Main Meters is found to be beyond permissible limits of error, but the corresponding Check Meters is found to be within the permissible limits of error, then the energy computation for the month upto date and time of such test check shall be in accordance with Check Meter. The Main Meter shall be calibrated immediately and the energy for the period thereafter shall be as per the calibrated Main Meter.
- 7.2.5 If during any of the monthly meter readings, the variation between the Main meter and the Check meter is more than 0.5%, all the meters shall be re-tested and calibrated at the Seller's cost immediately by Purchaser. During this period energy recorded with SCADA shall be used for billing & payment purposes.
- 7.2.6 For all times the reading of the Main meter only will be considered except in rarest conditions such as maintenance, repairs, testing or discrepancy in meter reading with compare to check meters then the Check meter reading may be considered.

7.3 Sealing and Maintenance of Meters:

- 7.3.1 The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer, CTU/STU and DISCOM.
- 7.3.2 When the Main Metering System and / or Backup Metering System/Check Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and / or CTU/STU/DISCOM at Power Producer's cost, as soon as possible.
- 7.3.3 Any meter seal(s) shall be broken only by CTU/STU/DISCOM's representative in the presence of Power Producer's representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- 7.3.4 All the Main and Check Meters shall be calibrated at least once in a period of one year.