

**“Business Day”** shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Mumbai.

**“Capacity Utilisation Factor (CUF)”** shall have the same meaning as provided in CERC (Terms & Conditions for tariff determination from renewable energy sources) Regulations, 2009 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} \times 8766)) \times 100\%$ ;

**“CERC”** means Central Electricity Regulatory Commission.

**“Change in Law”** shall have the meaning ascribed thereto in Article 9 of this Agreement.

**“Commissioning”** with respect to the Project as certified by SLDC/DISCOM shall mean when all equipment’s as per rated capacity has been installed and energy has flown into the grid.

**“Commercial Operation Date”** “with respect to the Project shall mean shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project (certified by SLDC/DISCOM) as the case may be and such date as specified in a written notice given at least 30 days in advance by the Successful Bidder to MSEDCL.”

**“Competent Court”** means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

**“Contract Year”** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

**“Contracted Capacity”** means the AC capacity of the project contracted with MSEDCL for supply of power from the Solar Power Project by the Power producer at the Delivery Point which shall be equal to.....(Insert MW).

**“CTU or Central Transmission Utility”** shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the EA-2003.

**“Day”** shall mean calendar day.

**“Delivered Energy”** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/SLDC/DISCOM.

In case, the project is connected through CTU Network, then all transmission charges and losses upto delivery point shall be to the account of the Successful Bidder. No change in

charges / losses of CTU shall be covered under Change in Law.

**“Delivery Point”** shall mean the point(s) of connection(s) at which energy is delivered into the Grid System:

- For existing intra - state projects, at the existing metering point(s).
- For new intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station.
- For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.

**“Effective Date”** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

**“Electricity Laws”** shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments as applicable issued by the MERC / CERC from time to time.

**"Emergency"** means a condition or situation of physical damage to STU/CTU electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by STU/CTU or DISCOM Grid System or could endanger life or property.

**“Expiry Date”** shall mean the date occurring after twenty five (25) years from the Commercial Operation Date in case of proposed/new solar power projects (i.e. from the date on which full commissioning of the project capacity is achieved) or for a period of 25 years from the date of execution of PPA for existing solar power projects.

**“Financing Documents”** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Power Producer and the Financing Parties relating to the financing of the Project.

**“Financial Closure”** or **“Project Financing Arrangements”** shall mean as defined under clause 3.13 of the RfS document.

**“Financing Parties”** shall mean the parties financing the Project, pursuant to the Financing Documents.

**“Force Majeure Event”** shall have the meaning set forth in Article 8.

**“MERC”** means the Maharashtra Electricity Regulatory Commission.

**“GoI”** shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

**"GoM"** shall mean the Government of the State of Maharashtra and any agency, legislative

body, department, political subdivision, authority or instrumentality thereof.

**"Government Instrumentality"** shall mean the GoI, the GoM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.

**"Grid System"** shall mean CTU/STU / Discom's power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

**"Interconnection Facilities"** in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable MSEDCL to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to nearest sub-station.

**"Interconnection Point"**; shall mean the point(s) of connection(s) at which the project is connected to the grid:

- For existing intra - state projects, at the existing metering point(s).
- For new intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station.
- For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.

**"kV"** shall mean kilo Volts.

**"kWh"** shall mean kilo Watt-hour.

**"Law"** shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

**"Letter of Award (LoA)"** shall mean the letter dated ..... issued by MSEDCL to the Power Producer for award of the Contract.

**"Metering Date"** for a Billing Period, means the midnight of the last Day of the calendar month.

**"Metering Point"**; For existing intra - state projects, metering shall be at the existing metering point(s); 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 STU/MSETCL sub-station. For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.

All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Solar Power Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurer.

**"Month"** shall mean calendar month.

**"Monthly Charge"** shall have the meaning set forth in Article 5.

**“MRI”** shall mean Meter Reading Instrument.

**“MW”** means Mega Watts.

**“O & M Default”** shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

**“Part Commissioning”** shall mean a part of the Solar PV Capacity (AC MW) commissioned as per clause 4.1.6.

**“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee submitted by the Power Producer as per the RfS No. ....

**“Project”** shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer at -----, Dist:----- in the ----- State comprising of number of units at single/multiple locations (details as specified in Schedule 6), aggregating to capacity of -----MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch- gear, transformers, protection equipment and the like necessary to deliver the Electricity generated to MSEDCL at the Delivery Point.

**“Project Site”** means any and all parcels of real property, rights-of-way, easements and access roads located at Village- \_\_\_\_\_, Taluka-\_\_\_\_\_, District-\_\_\_\_\_State the location details specified as per Schedule 6 , upon which the Project and its related infrastructure will be located.

**“REA”** Regional Energy Account.

**“RLDC”** shall mean relevant Regional Load Dispatch Center established under sub section(1) of Section 27 of Electricity Act 2003.

**“SBI 1 Year MCLR Rate”** means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1<sup>st</sup> April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to/by both the parties.

**“Scheduled COD” or “Scheduled Commercial Operation Date”** means {insert date} (not exceeding 15 (fifteen) months from the date of execution of the PPA, for projects being set up in Solar park, and 18 (eighteen) months from the date of execution of the PPA, for projects being set up outside Solar park).

**“SEA”** means the State Energy Account issued by State Load Dispatch Centre.

**“SLDC”** means the State load dispatch center as notified by the State Government.

**“SNA”** shall mean State Nodal Agency.

**“STU or State Transmission Utility”** shall mean the State Transmission Utility notified by

respective State Government under Sub-section (1) of Section 39 of the Act.

**“Tariff”** shall have the meaning set forth in Article 5.

**“Tariff Invoices”** shall have the meaning set forth in Article 6.

**“Technical Limits”** means the limits and constraints described in Schedule 2, relating to the operations, maintenance and dispatch of the Project.

**“Term”** means the term of the Agreement as defined in Article 10.

**“Voltage of Delivery”** means the voltage at which the Electricity generated by the Project is required to be delivered to the MSEDCL and shall be \_\_\_\_kV.

**“Week”** shall mean calendar week.

### **Interpretation:**

- a) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- b) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.