

	<p>new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and</p> <p>ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.;</p>
CTU or Central Transmission Utility	Shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the Electricity Act, 2003 as amended from time to time
STU	shall mean State Transmission Utility as per Electricity Act, 2003
Delivery Point	<p>shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <p>i) For intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station. .</p> <p>ii) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p>
Delivered Energy	<p>means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/DISCOM.</p> <p>In case, the project is installed and connected through CTU Network, then all transmission charges and losses upto delivery point shall be to the account of the HPD. No change in charges / losses of CTU shall be covered under Change in law.</p>
Due Date of Payment	in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the MSEDCL.
Effective date	this agreement shall come into effect from (Enter date of signing of Agreement) and such date shall be referred as the effective date.
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 issued by the MERC/CERC from time to time.
Emergency	means a condition or situation of physical damage to CTU/STU 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 twenty five (25) years from the date of COD or from the date of execution of PPA (for already commissioned projects).
Financing Documents	mean the agreements pursuant to which the HPD has got financing for the power Project including the loan Agreements, notes, indentures, security Agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of MSEDCL;
Financial Closure” or “Project Financing Arrangements	shall mean compliance with the requirements under Clause 3.15 of this Agreement
Financing Parties	means Parties financing the Project, pursuant to Financing Documents/agreements.
Force Majeure Event	shall have the meaning set forth in Article 8 of this agreement.
GoI	means the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.
GoM	means the Government of Maharashtra and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.
Government Instrumentality	means the GoI, the GOM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.
Grid System	means C T U / STU / Discom power transmission / distribution system through which Delivered Energy is evacuated and distributed
Grid Code" / “IEGC” or	shall mean the Grid Code specified by the CERC under Clause (h)of

“State Grid Code	Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.
Interconnection Facilities	in respect of the HPD shall mean all the facilities installed by the HPD 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.
Insurances	shall mean the insurance cover to be obtained and maintained by the HPD in accordance with of this Clause 13.2 Agreement.
Interconnection Point	shall mean the point(s) of connection(s) at which the project is connected to the grid:  i) For new intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station, including the dedicated transmission line connecting the Wind and/or Solar power project.  ii) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.
kV	means kilo Volts.
kWh	means kilo Watt hour.
Law	means 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 HPD for award of the Contract.
MERC	means Maharashtra Electricity Regulatory Commission.
MSETCL /STU	means Maharashtra State Electricity Transmission Company Limited.
Metering Date	for a Billing Period, means the midnight of the last Day of the calendar month.
Metering Point	the metering point will be at

	<p>a) 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 Hybrid power project.</p> <p>b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p> <p>i) All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the HPD without any reimbursement by the MSEDCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by HPD upto delivery point.</p>
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 HPD 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.
Performance Bank Guarantee	shall mean the irrevocable unconditional bank guarantee submitted by the HPD as per the RfS no. MSEDCL/Competitive/500-MW/ Wind Solar Hybrid/ PH III/xxx
Project or Wind Solar Power Project/Power Project	shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU/CTU sub-station or in case of sharing of transmission lines, by separate injection at STU/CTU sub-station and having control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the

	purpose of supply of power to MSEDCL.
Project Capacity	shall mean the maximum AC capacity (in MW) at the Delivery Point that can be scheduled on which the PPA shall be signed.
Project Developer or Developer or Wind Solar Hybrid Power developer (HPD)	shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by MSEDCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with MSEDCL
Project Site	means any and all parcels of real property, rights-of-way, easements and access roads located at Location No. -----, Survey No.----- ---, Village -----, District-----, State-----, upon which the project and its related infrastructure will be located.
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.
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 1st 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 the Parties.
Scheduled COD or Scheduled Commercial Operation Date Or	means {insert date} (not exceeding 18 (Eighteen) months from the date of execution of PPA).

SCOD	
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.
Solar PV Project	means the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.
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.
Wind Power Project	means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.
Wind Solar Hybrid Power Project	means the wind solar hybrid power project where the rated power capacity of one resource (wind and Solar) shall be at least 33% of the total contracted capacity.

## 1.2 Interpretation:

Agreement	shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure
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.
A crore	means a reference to ten million (10,000,000) and a “lakh” means a reference to one tenth of a million (1,00,000)
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.
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.
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.
Rupee, Rupees, Rs. or rupee symbol “₹”	shall denote Indian Rupees, the lawful currency of India
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.

	Words importing the singular shall include the plural and vice versa.
	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;
	A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time.
	A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard time.
	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.
	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.
	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.
	The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.
	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.
	This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:-