

POWER PURCHASE AGREEMENT

FOR

**PROCUREMENT OF MW SOLAR POWER
ON LONG TERM BASIS**

Between

..... [Insert Name of Solar Power Developer]

And

Rajasthan Urja Vikas Nigam Limited

..... [Insert month and year]

Abbreviation

| | |
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| BESS | Battery Energy Storage System |
| BG | Bank Guarantee |
| CEA | Central Electricity Authority |
| CERC | Central Electricity Regulatory Commission |
| COD | Commercial Operation Date |
| CTU | Central Transmission Utility |
| CUF | Capacity Utilization Factor |
| Discoms | Jaipur Vidyut Vitran Nigam Limited, Ajmer Vidyut Vitran Nigam Limited, & Jodhpur Vidyut Vitran Nigam Limited |
| EMD | Earnest Money Deposit |
| e-RA | e-Reverse Auction |
| SPD | Solar Power Developer |
| IEGC | Indian Electricity Grid Code |
| InSTS | Intra-State Transmission System |
| JMR | Joint Meter Reading |
| LC | Letter of Credit |
| LLP | Limited Liability Partnership |
| LPS | Late Payment Surcharge |
| LoA | Letter of Award |
| MCLR | Marginal Cost of funds-based Lending Rate |
| MNRE | Ministry of New and Renewable Sources of Energy |
| MOC | Market Operation Charges |
| MoP | Ministry of Power |
| MoA/AoA | Memorandum of Association / Articles of Association |
| MTOA | Medium Term Open Access |
| PPA | Power Purchase Agreement |
| PBG | Performance Bank Guarantee |
| PSD | Payment Security Deposit |
| RBI | Reserve Bank of India |
| RLDC | Regional Load Despatch Centre |
| RfS | Request for Selection |
| RUVNL | Rajasthan Urja Vikas Nigam Limited |
| RPC | Regional Power Committee |
| SBI | State Bank of India |
| SCD | Scheduled Commissioning Date |
| SLDC | State Load Despatch Centre |
| SNA | State Nodal Agency |
| SOC | System Operation Charges |
| SPV | Special Purpose Vehicle |
| STU | State Transmission Utility |
| STOA | Short Term Open Access |
| ToE | Tender Opening Event |

This Power Purchase Agreement is made on the.....[Insert date] day of [Insert month] of.....[Insert year] at Jaipur, Rajasthan

Between

..... [Insert name of the Solar Power Developer], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at..... [Insert address of the registered office of Solar Power Developer] (hereinafter referred to as “Solar Power Developer or SPD”, 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

Rajasthan Urja Vikas Nigam Limited, a company incorporated under the Companies Act 2013, having its registered office at Vidyut Bhawan, Jyoti Nagar, Rajasthan - 302005 (hereinafter referred to as “RUVNL”, or “Procurer” or “Buyer” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the Second Part; on

The SPD and RUVNL are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

- A. The Ministry of Power, Government of India has issued the Guidelines for the Tariff Based Competitive Bidding Process for procurement of power generated from the Grid connected Solar Power Project vide Resolution dated 3rd August 2017, including subsequent amendments and clarifications thereof.
- B. RUVNL is authorized for bulk power procurement & signing of agreement on behalf of power distribution companies of the state viz. Jaipur Vidyut Vitran Nigam Limited, Ajmer Vidyut Vitran Nigam Limited and Jodhpur Vidyut Vitran Nigam Limited.
- C. RUVNL had initiated a Tariff Based Competitive Bid Process for procurement of 1000 MW of the power generated from the STU connected Solar Power Project on the terms and conditions contained in the Request for Selection (herein after referred to as ‘RFS’ issued by RUVNL vide RfS No..... dated.....
- D. RUVNL has issued the Letter of Award No..... dated in favour of the _____[Insert name of the Bidding Company] for development and establishment of theMW Solar Power Project in the State of Rajasthan and connected with STU as per the terms and conditions contained in the RfS, draft of this Power Purchase Agreement circulated at the time of the bidding and other bidding documents as well as the

conditions contained in the Letter of Award.

- E. [Insert Name of the Bidding Company] has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a Special Purpose Vehicle [Insert Name of the SPV] (hereinafter referred to as 'SPD'), for development, generation and supply of electricity from the ____ MW Solar Power Project to be established by SPD anywhere in Rajasthan and for supply of such electricity to the RUVNL under this Power Purchase Agreement.
- F. In terms of the RfS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee of the sum of Rs.....in favour of RUVNL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this Agreement.
- G. The SPD has fulfilled the terms of the bidding and the terms of the Letter of Award for signing this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of.....MW at_____, [Insert Project location]for generation and sale of electricity by the SPD to RUVNL;
- H. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for establishment of the Solar Power Project at Rajasthan and for generation and supply of electricity by the SPD to RUVNL.

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:

1. ARTICLE1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

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| “Act” or “Electricity Act, 2003” | Shall mean the Electricity Act,2003 and include any modifications, amendments and substitution from time to time; |
| “Adjusted Equity” | <p>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;</p> <ul style="list-style-type: none">i. 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;ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);iii. 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 any ear] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date; <p>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</p> |

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| | 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. |
| "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; |
| "Appropriate Commission" | Appropriate Commission shall mean Rajasthan Electricity Regulatory Commission; |
| "Bill Dispute Notice" | shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party; |
| "Business Day" | shall mean with respect to SPD and RUVNL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Jaipur; |
| "Buying Entity" or "Buying Utility" | shall mean RUVNL on behalf of power distribution companies of Rajasthan Viz Jaipur Vidyut Vitran Nigam Limited, Ajmer Vidyut Vitran Nigam Limited and Jodhpur Vidyut Vitran Nigam Limited and shall include wherever admissible the Distribution licensees or buying entity in any State or any bulk consumer who agreed to purchase the Solar Power from RUVNL and execute the Power Sale Agreement from time to time with RUVNL, and requires Solar Power to fulfil its solar RPO under respective RPO regulations or to meet demand requirement; |
| "Capacity Utilization Factor" or "CUF" | shall have the same meaning as provided in CERC (Terms and 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, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$; |
| "CERC" | shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors; |

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| “Change in Law” | shall have the meaning ascribed thereto in Article 12 of this Agreement; |
| “Commissioning” | The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the PPA. |
| “Commercial Operation Date (COD)” | shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project or the last part capacity; of the Project as the case may be; |
| “Competent Court of Law” | shall mean any court or tribunal or any similar judicial or quasi- judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement; |
| “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; |
| “Consultation Period” | shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPD Preliminary Default Notice or RUVNL 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; |
| “Contract Year” | shall mean the period beginning from the Effective 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: in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31 st , and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and provided further that the last Contract Year of this Agreement shall end on the last day of the |

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| | Term of this Agreement |
| “Contracted Capacity” | shall mean [Insert the capacity] MW, which is the AC capacity contracted with RUVNL for supply by the SPD to RUVNL at the Delivery Point from the Solar Power Project. It shall be equal to the Project Capacity as defined. |
| “Day” | shall mean a day, if not a Business Day, the immediately succeeding Business Day. |
| “Debt Due” | <p>i. shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>ii. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the ‘Principal’) but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;</p> <p>iii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub- clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date,</p> <p>iv. any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost.</p> <p>v. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.</p> <p>vi. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the</p> |

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| | Total Project Cost. |
| “Delivery Point” | <p>shall mean the point at the voltage level of 33 kV or above of the STU Sub-station including the dedicated transmission line connecting the Solar Power Projects with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into the STU grid.</p> <p>For interconnection with grid and metering, the SPD shall abide by the relevant and applicable regulations, Grid Code notified by the RERC and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.</p> <p>All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, SLDC charges etc.) as notified by the competent authority/regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the competent authority/regulator from time to time shall be borne by the Buying Utilities. In case it is paid by RUVNL on behalf of SPD, the same shall be recovered from the SPD;</p> |
| “Discoms” | shall mean the distribution utilities i.e. JVVNL, AVVNL & JdVVNL on whose behalf RUVNL has conducted this bid process for purchase of Power; Power shall be shared among the utilities in the ratio decided by GoR time to time. |
| “Dispute” | shall mean any dispute or difference of any kind between RUVNL and the SPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement; |
| "Due Date" | shall mean the forty-fifth (45th) from the date of presentation of a Monthly Bill (including all the relevant documents) or a Supplementary Bill in hard copy and duly acknowledged by the RUVNL or, if due date for payment of any invoice falls on a bank non-working day, the next bank working day shall be considered as due |

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| | date. |
| “Effective Date” | shall have the meaning ascribed thereto in Article 2.1 of this Agreement; |
| “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; |
| "Energy Accounts" | shall mean the state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; RUVNL reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of the same by the Buying Utility; |
| “Event of Default” | shall mean the events as defined in Article 13 of this Agreement; |
| “Event of Default” | shall mean the events as defined in Article 13 of this Agreement; |
| “Expiry Date” | Shall mean the date occurring as on twenty-five (25) years from the Scheduled Commissioning Date subject to that the supply of power shall be limited for a period of 25 years from the Scheduled Commissioning Date unless extended by the Parties as per this Agreement; |
| “Financial Closure” | shall mean compliance with the requirements under Article 3.1 of this Agreement; |
| “Financing Agreements” | shall mean the agreements pursuant to which the SPD has sought financing for the Power Project including the loan agreements, security documents, 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 RUVNL; |
| "Force Majeure" or “Force Majeure Event” | shall have the meaning ascribed thereto in Article 11 of this Agreement; |
| “Guidelines” or | shall mean the Guidelines for Tariff Based Competitive |

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| “Scheme” | Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power on 3rd August 2017, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS; |
| “Grid Code” / “IEGC” or “State Grid Code” | shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State 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; |
| “Indian Governmental Instrumentality” | shall mean the Government of India, Government of Rajasthan where the Power Project, RUVNL and SPD are located and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) 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; |
| “Insurances” | shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement; |
| "Interconnection Facilities" | shall mean the facilities on SPD’s side of the Delivery Point for scheduling, 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 and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement; |
| “Invoice” or “Bill” | shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties; |
| “Joint Control” | shall mean a situation where none of the promoter shareholders has at least 51 % shareholding in the paid-up share capital and voting rights in the SPD, and the |

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| | control is exercised jointly; |
| “Late Payment Surcharge” | shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement; |
| "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 and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions; |
| “Letter of Credit” or “L/C” | shall have the meaning ascribed thereto in Article 10.4 of this Agreement; |
| “MNRE” | shall mean the Ministry of New and Renewable Energy, Government of India; |
| "Month" | shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month; |
| "Party" and "Parties" | shall have the meaning ascribed thereto in the recital to this Agreement; |
| “Payment Security Mechanism” | shall have the meaning ascribed thereto in Article 10.4 of this Agreement; |
| “Performance Bank Guarantee” or “PBG” | shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to RUVNL and attached hereto at Schedule-1; |
| “Pooling Substation/ Pooling Point” | means a point where more than one Solar Power projects 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 SPD(s) to get connected to the STU substation. The voltage level for such common line shall be the voltage level as indicated in “Interconnection Point” under this Agreement. Further, the metering of the pooled power shall be done at the injection point, However, the voltage level of transmission system of |

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| | 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 and 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. In such case, it shall be responsibility of the SPD to obtain and furnish the meter reading jointly by the SPD and any competent authority (State Government or Central Government) (if applicable). |
| “Power Project” or “Project” | shall mean the Solar Power generation facility of Contracted Capacity of[Insert capacity] MW, located at[Insert name of the place] in [Insert name of the District and State] having a separate control system, metering and single point of injection into the grid at Delivery/Interconnection/Metering point at STU substation or in case of sharing of transmission lines, by separate injection at pooling point. This includes all units and auxiliaries such as water supply, treatment or storage 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 as per this Agreement; |
| “Preliminary Default Notice” | shall have the meaning ascribed thereto in Article 13 of this Agreement; |
| “Project Capacity” | shall mean the Contracted Capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed. |
| "Prudent Utility Practices" | shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take |

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| | <p>account of:</p> <p>a) Operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project;</p> <p>b) the requirements of Indian Law; and the physical conditions at the site of the Power Project</p> |
| “RBI” | shall mean the Reserve Bank of India; |
| “Rebate” | shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement; |
| "RLDC" | shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003; |
| “RPC” | shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region; |
| "Rupees", "Rs.", "₹" | shall mean Indian rupees, the lawful currency of India; |
| “Scheduled Commissioning Date” or “SCD” of the Project | shall mean [Insert Date]; |
| “SERC” | shall mean the Rajasthan Electricity Regulatory Commission or its successors, |
| “SLDC” | shall mean the Rajasthan State Load Despatch Centre |
| “SLDC Charges” | shall mean the charges levied by the SLDC |
| “Solar Photovoltaic Project” or “Solar PV Project” or “Solar Power Project” | shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being set up by the SPD to provide Solar Power to RUVNL as per the terms and conditions of this Agreement; |
| “Solar Power” | shall mean power generated from the Solar Photovoltaic Power Project; |
| “State Transmission Utility” or “STU” | shall mean the Rajasthan Vidyut Prasaran Nigam Limited |
| "Tariff" or “Applicable Tariff” | Shall have the same meaning as provided for in Article 9 of this Agreement; |

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| "Tariff Payment" | shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills; |
| "Termination Notice" | shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement; |
| "Term of Agreement" | shall have the meaning ascribed thereto in Article 2 of this Agreement; |
| "Unit/Part Commissioning" | Subject to the compliance of conditions/procedure as detailed under Schedule-2 of this Agreement, Unit/Part Commissioning shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of this Agreement and RfS document. Part Commissioning shall not be applicable for Projects having capacity less than 50 MW; |
| "Unit Commercial Operation Date (UCOD)" | shall mean the date of issuance of commissioning certificate for the respective part(s) of the Power Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the RUVNL/Committee duly constituted and also start of injection and scheduling power from the Power Project to the Delivery Point and availability/installation of all necessary arrangements/equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation; |
| "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. Interpretation

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 Annexures;
- 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 (10,000,000) 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", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 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;
- 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;
- 1.2.18. 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:
1. Power Purchase Agreement
 2. RfS Documents

2. ARTICLE 2: TERM OF AGREEMENT

2.1. Effective Date

- 2.1.1. This Agreement shall come into effect from the date of signing of this Agreement by all Parties and this date shall be referred to as the Effective Date.
- 2.1.2. The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.
- 2.1.3. Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days after the Effective Date of the PPA, RUVNL shall obtain adoption of tariff from RERC, on the terms and conditions contained in this Agreement. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the RERC within the time specified above, the provisions of Article 2.1.4 shall apply.
- 2.1.4. Pursuant to Article 4.2.6, if parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the RERC is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or SCD shall be given. However, if the RERC order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the SCD for equal number of days for which the RERC order has been delayed beyond such period as specified in Article 2.1.3.

2.2. Term of Agreement

- 2.2.1. Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.
- 2.2.2. The SPD is free to operate their plants beyond the Expiry Date if other conditions like land lease/Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the RUVNL, RUVNL shall not be obligated to procure power beyond the Expiry Date.

2.3. Early Termination

- 2.3.1. This Agreement shall terminate before the Expiry Date if either RUVNL or SPD terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4. Survival

2.4.1. 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 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (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.

3. **ARTICLE 3: CONDITIONS SUBSEQUENT**

3.1. Satisfaction of conditions subsequent by the SPD

The SPD agrees and undertakes to duly perform and complete the Financial Closure at the SPD's own cost and risk by _____ [Enter the date as on 12 Months from the Effective Date], unless such completion is affected by any Force Majeure event, or for the activities specifically waived in writing by RUVNL and shall provide necessary certificates to RUVNL;

3.2. Consequences of non-fulfilment of conditions subsequent and financial closure

3.2.1. In case of a failure to submit the documents as above, RUVNL shall encash the Performance Bank Guarantee submitted by the SPD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the SPD in writing of at least seven (7) days, unless the delay (subject to the conditions that SPD has made/is making all possible efforts) is on account of RUVNL or caused due to a Force Majeure event. Unless extended as per provisions of Article 3.2.1.1 of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.1.1. An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of SPD, on payment of Rs. 1000/- per day per MW to RUVNL. Such extension charges are required to be paid to RUVNL in advance, for the period of extension required. In case of any delay in depositing this extension charge, SPD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to RUVNL is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7th day. This amount will go into the Payment Security Fund. In case of the SPD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by RUVNL without interest. This extension will not have any impact on the Scheduled Commissioning Date. Any extension charges paid by the SPD, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the SPD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the SPD shall not be refunded by RUVNL.

3.2.1.2. It is presumed that in terms of Clause 10.4 of these Guidelines, the tariff will be adopted by RERC within 60 days of such submission. However,

notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by RERC, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.

3.2.2. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3. In case of inability of the SPD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.3. Performance Bank Guarantee

3.3.1. The Performance Bank Guarantee (PBG) for a value of Rs. 8.00 Lakh/MW and having validity from the date of submission until 9 months after the SCD shall be submitted for guaranteeing the commencement of the supply of power upto the Contracted Capacity within the time specified in this Agreement.

3.3.1.1. In case of any extension in SCD in terms of this PPA; SPD shall extend the PBG validity so that it remains valid until 9 months after the extended SCD.

3.3.2. The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee as per Article 3.3.1 & 3.3.1.1 shall be a material breach of the term of this Agreement on the part of the SPD.

3.3.3. If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by RUVNL, subject to conditions mentioned in Article 4.5, RUVNL shall encash the Performance Bank Guarantee equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of RUVNL under this Agreement. It is to be noted that the damages/dues recovered by RUVNL by encashing the PBG, upon the default of the SPD under the PPA, shall be credited to the payment security fund maintained by RUVNL under the PPA.

3.4. Return of Performance Bank Guarantee

3.4.1. Subject to Article 3.3, RUVNL shall return/release the PBG immediately after the successful Commissioning of the Project after taking into account any liquidated damages/penalties due to delays in commissioning as per provisions stipulated in this Agreement.

3.4.2. The return / release of the PBG shall be without prejudice to other rights of RUVNL under this Agreement.

4. ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1. SPD's Obligations

4.1.1. The SPD undertakes to be responsible, at SPD's own cost and risk, for the following:

4.1.1.1. The SPD shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the STU System for confirming the evacuation of power by the SCD and all clearances related thereto.

- a) On or before Scheduled Commissioning Date, the SPD shall demonstrate possession of 100% (Hundred Percent) of the land identified for the Project in its name for a period not less than the complete Term of this Agreement. In this regard, the SPD shall submit documents/Lease Agreement to establish possession/right to use 100% of the required land in the name of the SPD. 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 SPD. The SPD shall submit a sworn affidavit from the authorized signatory of the SPD listing the details of the land and certifying that total land required for the Project is under clear possession of the SPD.
- b) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. RUVNL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the SPD. The SPD shall, on his own, obtain permissions/sanctions from Government authorities, if any required for establishing the project. Any steps that may be taken by RUVNL in regard to grant of such consents and permits or any other approval to be taken by the SPD shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.
- c) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- d) commencement of supply of power up to the Contracted Capacity to RUVNL no later than the SCD and continuance of the supply of power throughout the term of the Agreement;
- e) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; The SPD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery

Point.

- f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.
- g) maintaining its controlling shareholding (controlling shareholding shall mean more than 50% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date of the Project in line with Clause 24 of the RfS. However, transfer of controlling shareholding within the same Group Companies will be allowed with the permission of RUVNL after COD subject to the condition that the management control remains within the same Group Companies.
- h) fulfilling all obligations undertaken by the SPD under this Agreement.
- i) Obtaining Connectivity and executing transmission service agreement with STU for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.
- j) The SPD shall be responsible to for directly coordinating and dealing with the corresponding Buying Utility(ies), Load Dispatch Centres, Regional/State Power Committees, 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; State/Central Regulations, acknowledging that the SPD and the corresponding Buying Utility(ies) are the Grid connected entities and RUVNL is not a Grid connected entity in respect of the Solar Power contracted under this Agreement.
- k) The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure II-Technical requirement for Grid Connected Solar PV Power Projects under the Guidelines. The modules used in the Project shall be sourced only from the models and manufacturers included in List-I under the “Approved List of Models and Manufacturers” as published by MNRE and valid as on the date of invoicing of such modules.
- l) Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,
- m) As part of scheduling of power from the Project, the SPD will be required to punch-in their respective schedules and subsequent

revisions, by themselves as per the Regulations in force, under intimation to RUVNL. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

- n) making a payment of [Insert amount @ Rs 5 Lakhs/MW] to the designated account as intimated by the RUVNL towards Payment Security Fund as per clause 18.2 of the RfS, which states that, “Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000/MW (Rupees Five Lakhs/MW) to RUVNL through NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by RUVNL for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by RUVNL at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to RUVNL pro-rata to the part capacity being commissioned at that stage.”
- o) After signing of PPA, the SPD shall apply for drawl NOC(s) from the respective STU(s) of the State.

4.2. Information regarding Interconnection Facilities

- 4.2.1. The SPD shall be required to obtain all information from the STU/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 the SPD’s side of the Delivery Point to enable delivery of electricity at the Delivery Point.
- 4.2.2. Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the SPD to the extent the delay is attributable to the SPD.
- 4.2.3. The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the SPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the SPD. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the SPD.
- 4.2.4. In case of Pooling substation, losses in the transmission line shall be apportioned among the SPDs who share such a Pooling arrangement and duly signed by all SPDs, based on their monthly generation.
- 4.2.5. The arrangement of connectivity shall be made by the SPD through a

dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the SPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the SPD, provisions of Article 4.10 shall be applicable.

4.3. Purchase and sale of Contracted Capacity

4.3.1. Subject to the terms and conditions of this Agreement, the SPD undertakes to sell to RUVNL and RUVNL undertakes to pay Tariff for the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4. Right to Contracted Capacity & Energy

4.4.1. The SPD will be allowed to revise the CUF of the Project once within first year after COD of the full project capacity. RUVNL, in any Contract Year except for the Contract Year ending on 31st March immediately after COD of the Project, shall not be obliged to purchase any additional energy from the SPD beyond _____ Million kWh (MU). Subsequent to commissioning of the Project, if for any Contract Year, except for the Contract Year ending on 31st March immediately after COD of the Project, it is found that the SPD has not been able to supply minimum energy of _____ Million kWh (MU) till the end of 10 years from the SCD and _____ Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the SPD, the non-compliance by SPD shall make the SPD liable to pay the compensation to RUVNL.

4.4.2. The lower limit will, however be relaxable by RUVNL to the extent of grid non-availability for evacuation which is beyond the control of the SPD (as certified by the SLDC). This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The minimum compensation payable by the SPD shall be calculated at 25% (twenty-five percent) Tariff for this shortfall in energy terms. This compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of Solar Power by SPD.

4.4.3. Any excess generation over and above the limit as per Article 4.4.1, may be purchased by RUVNL at 75% tariff as per Article 9, provided RUVNL consents to purchase such power. While the SPD would be free to install the DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and/or repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than RUVNL (unless refused by RUVNL). The SPD shall be required to intimate RUVNL about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation. RUVNL shall be required to intimate its

approval/refusal to the SPD, for buying such excess generation not later than 30 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by RUVNL within the said period of 30 days, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.

4.4.4. However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations/requirements/guidelines of RERC/SLDC or any other competent agency.

4.4.5. Any energy produced and flowing into the grid before SCD shall not be at the cost of RUVNL. RUVNL may agree to buy such power at 75% Tariff.

4.5. Extensions of Time:

4.5.1. In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any RUVNL Event of Default; or
- b) Force Majeure Events affecting RUVNL, or
- c) Force Majeure Events affecting the SPD,

the SCD and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the SPD or RUVNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or RUVNL, or till such time such Event of Default is rectified by RUVNL.

4.5.2. Subsequent to grant of connectivity, in case there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the Project, and it is established that:

- (i) The SPD has complied with the complete application formalities as per RfS,
- (ii) The SPD has adhered to the applicable Procedure in this regard as notified by the RERC/STU, and
- (iii) The delay in grant of connectivity and/or delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network, is a factor attributable to the STU/transmission licensee and is beyond the control of the SPD;

The above shall be treated as delays beyond the control of the SPD and SCD

for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure. Decision on requisite extension on account of the above factor shall be taken by RUVNL.

- 4.5.3. In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.
- 4.5.4. 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, any Party may raise the Dispute to be resolved in accordance with Article 16.
- 4.5.5. As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.
- 4.5.6. Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the SPD and shall be subject to the consequences specified in the Article 4.6.
- 4.6. Liquidated Damages not amounting to penalty for delay in Commissioning
 - 4.6.1. The Project shall be fully commissioned within the Scheduled Commissioning Date as defined in this Agreement. If the SPD is unable to commission the Project by the Scheduled Commissioning Date for the reasons other than those specified in Article 4.5.1 and 4.5.2, the SPD shall pay to RUVNL, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:
 - a) Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 6 months after the Scheduled Commissioning Date, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X

(100/240) X (18/180). For the purpose of calculation of liquidated damages, 'month' shall be considered consisting of 30 days.

- b) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (i.e. 0 MW) is commissioned.

4.6.2. The maximum time period allowed for commissioning of the full Project Capacity with encashment of PBG shall be limited to 6 months after the SCD of the Project. In case, the Commissioning of the Project is delayed beyond 6 months after the SCD, it shall be considered as an SPD Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/amended to the Project Capacity Commissioned within 6 months after the SCD and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.

4.6.3. The SPD further acknowledges that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by Buying entity(s) as specified under this Agreement or in the PSA.

4.7. Acceptance/Performance Test

4.7.1. Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the Solar Power projects.

4.8. Third Party Verification

4.8.1. The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to RUVNL and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPD at the site of the Power Project. The SPD shall provide full support to RUVNL and/or the third party in this regard.

4.8.2. The third party may verify the construction works/operation of the Power Project being carried out by the SPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of such third party.

4.9. Breach of Obligations

4.9.1. The Parties herein agree that during the subsistence of this Agreement, subject to RUVNL being in compliance of its obligations & undertakings

under this Agreement, the SPD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.10. Generation compensation for Off-take constraints

4.10.1. Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ready (Transmission constraint):

After the Scheduled Commissioning Date, subject to the submission of documentary evidences from the Competent Authority, if the plant is ready in all respects including the dedicated transmission line to be established by the SPD to connect to the grid but the necessary power evacuation/transmission infrastructure is not ready, for reasons not attributable to the SPD, leading to offtake constraint, the generation compensation from the RUVNL shall be restricted to the following and there shall be no other claim, directly or indirectly against RUVNL:

| Transmission Constraint | Provision for Generation Compensation |
|--|--|
| If the Project is ready but the necessary power evacuation/transmission infrastructure is not ready, leading to offtake constraint | <p>a. The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by RUVNL at the PPA tariff so as to offset this loss.</p> <p>b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss.</p> |

However, it is clarified that if the Project is ready for commissioning prior to the Scheduled Commissioning Date, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure, no compensation shall be permissible.

4.10.2. Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to

the SPD. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation from RUVNL shall be restricted to the following and there shall be no other claim, directly or indirectly against RUVNL:

| 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), for Grid unavailability beyond 50 hours in a Contract Year: | <p>Generation Loss = [(Average Generation per hour during the Contract Year) × (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> |

The excess generation by the SPD equal to this generation loss shall be procured at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

4.10.3. Offtake constraints due to Backdown: The SPD and RUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the RERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a 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 the eventuality of backdown, including backdown on account of 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, subject to the submission of documentary evidences from the competent authority, the SPD shall be eligible for a minimum generation compensation, from RUVNL, restricted to the following and there shall be no other claim, directly or indirectly against RUVNL:

| Duration of Backdown | Provision for Generation Compensation |
|-----------------------------|--|
|-----------------------------|--|

| | |
|--|---|
| Hours of Back down during a monthly billing cycle. | <p>Generation Compensation = 100% of [(Average Generation per hour during the month) X (number of backdown 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> |
|--|---|

- 4.10.4. The SPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR. No Trading Margin shall be applicable on the Generation Compensation as provided in Article 4.10.3 only.
- 4.10.5. It is hereby clarified that for the purpose of Article 4.10, “generation” shall mean scheduled/actual energy as applicable based on Energy Accounts. Notwithstanding anything mentioned above, the provisions of Article 4.10 shall be applicable subject to the acceptance of the same by RUVNL.

5. ARTICLE5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1. Synchronization, Commissioning and Commercial Operation

5.1.1. The SPD shall give the SLDC and RUVNL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2. Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3. The synchronization equipment and all necessary arrangements/equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System.

5.1.4. The SPD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code under intimation to RUVNL. In addition, the SPD will inject in-firm power to grid time to time to carry out operational/functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization/Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5. The SPD shall commission the Project as detailed in "Schedule 2: Commissioning Procedure" within eighteen (18) Months of the Effective Date of PPA. Declaration of COD/UCOD shall only be done subject to the demonstration of the compliances as per Schedule-2.

5.1.6. There can be part Commissioning of the Project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid.

5.1.7. The Parties agree that for the purpose of commencement of the supply of electricity by SPD to RUVNL, liquidated damages for delay etc., the SCD or extended Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

5.1.8. Early Commissioning

The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and RUVNL may purchase the energy from such early commissioned Project at the 75%(seventy-five percent) of the PPA tariff irrespective project is commissioned in parts or full.

While calculating the above value of 75% of the PPA tariff, the digits after 2 decimal places will be ignored. For e.g., in case the value of 75% of the PPA tariff is calculated as 2.4567/kWh, the tariff applicable for purchase in case of early commissioning will be read as Rs. 2.45/kWh.

Such intimation for early commissioning shall be provided to RUVNL at least 15 days before the proposed early commissioning date. In case there is no response provided by RUVNL within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by RUVNL. In case RUVNL does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party; subject to operationalization of open access, until SCD or the date of commencement of procurement of power from the Project as notified by RUVNL, whichever is earlier. In such cases, a Provisional Commissioning Certificate will be issued to SPD for period up to SCD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3rd Party for such period. UCOD/COD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project.

6. ARTICLE 6: DISPATCH AND SCHEDULING

6.1. Dispatch and Scheduling

- 6.1.1. The SPD shall be required to schedule its power as per the applicable regulations/requirements/guidelines of RERC/SLDC 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 SPD.
- 6.1.2. The SPD shall be responsible for directly coordinating and dealing with RUVNL, State Load Dispatch Centre's, Regional Power Committees, 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 SPD and Buying Entity are the Grid connected entities and RUVNL is not a Grid connected entity.
- 6.1.3. The SPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the SPD.
- 6.1.4. Auxiliary power consumption will be treated as per the concerned Central/ State regulations.

7. ARTICLE 7: METERING

7.1. Meters

7.2. For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and RUVNL 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.

7.3. The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPD's side of Delivery Point.

7.4. In addition to ensuring compliance of the applicable codes, the SPD shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.5. 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 as per relevant regulation/approval 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.

7.6. Reporting of Metered Data and Parameters

7.6.1. The grid connected Solar PV Power Projects will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI, and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.6.2. Online arrangement would have to be made by the SPD for submission of above data regularly for the entire period of this PPA to the SLDC, RUVNL and the concerned Ministry or concerned agency as per applicable regulation/directions.

7.6.3. Reports on above parameters on monthly basis, and/or as required by regulation/Guidelines, shall be submitted by the SPD to MNRE/RUVNL/ National Institute of Solar Energy for entire Term of the PPA.

8. ARTICLE 8: INSURANCES

8.1. Insurance

8.1.1. The SPD 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 to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, 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, Implementation and Support Agreement and under the applicable laws.

8.2. Application of Insurance Proceeds

8.2.1. In case of the Project not being implemented through Financing Agreement(s), 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.

In case of the Project being financed through Financing Agreement(s), 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 applied as per such Financing Agreements.

8.2.2. 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, RUVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of RUVNL against SPD.

8.3. Effect on liability of RUVNL

8.3.1. 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 SPD can claim compensation, under any Insurance shall not be charged to or payable by Buyer. It is for the SPD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

9. ARTICLE 9: APPLICABLE TARIFF

- 9.1. The SPD shall be entitled to receive the Tariff of Rs._____/ kWh [Insert the Tariff discovered through the bidding process conducted by RUVNL], fixed for the entire term of this Agreement, with effect from the SCD, for the power sold by the Buyer to the Buying Entity for the scheduled energy as reflected in the Energy Accounts.
- 9.2. Pursuant to Article 5.1.8, in case of early part-commissioning, till SCD, RUVNL may purchase the generation @ [Insert the value as per 75% (seventy-five per cent) of the Applicable Tariff]. While calculating the above value of 75% of the PPA tariff, the digits after 2 decimal places will be ignored. For e.g., in case the value of 75% of the PPA tariff is calculated as 2.4567/kWh, the tariff applicable for purchase in case of early commissioning will be read as Rs. 2.45/kWh. However, in case the entire Project capacity is commissioned prior to SCD, RUVNL may purchase energy supplied from commissioning of full capacity till SCD at [Insert the value as per 75% (seventy-five per cent) of the Applicable Tariff]/kWh. In both the cases of early part or full commissioning of the Project, the Applicable Tariff for the commissioned Project shall be _____ [Insert Tariff]/kWh from and including the SCD.
- 9.3. Any excess generation over and above energy specified in Article 4.4.1, may be purchased by RUVNL at a tariff of _____(Insert value equal to 75% of the tariff as per Article 9.1). While calculating the above value of 75% of the PPA tariff, the digits after 2 decimal places will be ignored. For e.g., in case the value of 75% of the PPA tariff is calculated as 2.4567/kWh, the tariff applicable for purchase in case of early commissioning will be read as Rs. 2.45/kWh. Any energy produced and flowing into the grid before SCD shall not be at the cost of RUVNL. RUVNL may agree to buy such power. However, the SPD will not be allowed to sell energy generated prior to SCD or excess energy during any Contract Year to any other entity other than RUVNL (unless refused by RUVNL).

10. ARTICLE 10: BILLING AND PAYMENT

10.1. General

- 10.1.1. Pursuant to Article 4.1.1(n), RUVNL shall set up a payment security fund for Solar Power Projects in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.
- 10.1.2. From the commencement of supply of power, RUVNL shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by RUVNL shall be in Indian Rupees.
- 10.1.3. For the purpose of payment of the bills raised by the SPD(s), in case Energy Account is published on cumulative basis, payment to the SPD(s) for the energy delivered shall be apportioned based on JMR taken for the SPD's Project at the Pooling substation/metering Point.
- 10.1.4. The SPD shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

10.2. Delivery and Content of Monthly Bills/Supplementary Bills

- 10.2.1. The SPD shall issue to RUVNL hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payments made by SPD for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of RERC/CERC, if applicable).

Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Energy Accounts issued by RPC or any other competent authority which shall be binding on both the Parties. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff. Energy drawn from the grid will be regulated as per the applicable Central/State regulations.

- 10.2.2. As per applicable regulation(s) of the RERC, all charges pertaining to obtaining Connectivity and scheduling of power, if any, shall be borne by the SPD.

10.3. Payment of Monthly Bills

- 10.3.1. Subject to the provisions of Article 10.3.4, RUVNL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the SPD, as shall have been previously notified by the SPD as below.
- 10.3.2. All payments required to be made under this Agreement shall also include any deduction or set off for:

- a) deductions required by the Law; and
- b) amount claimed by RUVNL, if any, from the SPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.

The SPD shall open a bank account (the "SPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by RUVNL to the SPD, and notify RUVNL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. RUVNL shall also designate a bank account at Jaipur ("RUVNL Designated Account") for payments to be made by the SPD to RUVNL, if any, and notify the SPD of the details of such account ninety (90) days before the Scheduled Commissioning Date. RUVNL and the SPD shall instruct their respective bankers to make all payments under this Agreement to the SPD's Designated Account or RUVNL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3. Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by RUVNL beyond 30 days after Due Date, a Late Payment Surcharge shall be payable by RUVNL to the SPD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the marginal cost of funds-based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent (500 bps) and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

The Late Payment Surcharge shall be claimed by the SPD through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years. The above payment will be made by RUVNL.

- 10.3.4. Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by RUVNL, the payment for the power fed to the grid may be accounted from the date of UCOD, and SPD would be allowed to raise Bills against such power as per

Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1st such bill raised by the SPD, will be made subject to acceptance of the bill by the Discom.

10.3.5. Rebate

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPD to RUVNL in the following manner.

- a) A Rebate of 1.5% shall be payable to the RUVNL for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.
- b) Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1%.
- c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at RUVNL.
- d) No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of annuity tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc. and on Supplementary Bill.

For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

Explanation: In case of computation of '10 days', the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 10th day is official holiday, the 10th day for the purpose of Rebate shall be construed as the immediate succeeding working day (as per the official State Government's calendar, where the Office of the Authorised Signatory or Representative of the Beneficiary, for the purpose of receipt or acknowledgement of Bill is situated).

10.4. Payment Security Mechanism Letter of Credit (LC):

10.4.1. RUVNL shall provide to the SPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPD in accordance with this Article.

10.4.2. Before the start of supply, RUVNL shall, through a scheduled bank, open a Letter of Credit in favour of the SPD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

- a) for the first Contract Year, equal to the estimated average monthly

billing;

- b) for each subsequent Contract Year, equal to 105% of the average of the monthly billing of the previous Contract Year.

Provided that,

1. SPD is not allowed to draw Letter of Credit for its claim disputed by RUVNL
2. bills prior to the date of LC shall not be acceptable to the Bank.

10.4.3. Provided that the SPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one drawl in a Month.

10.4.4. Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, RUVNL shall restore such shortfall before next drawl.

10.4.5. RUVNL shall cause the scheduled bank issuing the Letter of Credit to intimate the SPD, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6. RUVNL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

10.4.7. All costs relating to opening, maintenance of the Letter of Credit shall be borne by RUVNL.

10.4.8. If RUVNL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the SPD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to SPD and;
- ii) a certificate from the SPD 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. Disputed Bill

10.5.1. If the RUVNL does not dispute a Monthly Bill or a Supplementary Bill raised by the SPD within thirty (30) days of receiving such Bill shall be taken as conclusive.

10.5.2. If the RUVNL disputes the amount payable under a Monthly Bill or a

Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i. The details of the disputed amount;
- ii. Its estimate of what the correct amount should be; and
- iii. all written material in support of its claim.

10.5.3. If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4. If the SPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the RUVNL providing:

- i. reasons for its disagreement;
- ii. its estimate of what the correct amount should be; and
- iii. all written material in support of its counter-claim.

10.5.5. Upon receipt of the Bill Disagreement Notice by the RUVNL under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the RUVNL and SPD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, RUVNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.

10.6. Quarterly and Annual Reconciliation

10.6.1. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff

adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPD and RUVNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7. Payment of Supplementary Bill

10.7.1. SPD may raise a ("Supplementary Bill") for payment on account of:

- i. Adjustments required by the Energy Accounts (if applicable); or
- ii. Change in Law as provided in Article 12, or
- iii. Payment under Article 4.10,

And such Supplementary Bill shall be paid by the other Party.

10.7.2. RUVNL shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date, except RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Except for payment under Article 10.7.1 (i), payment will be made after realization of the same from the Buying Utility. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

11. ARTICLE 11: FORCE MAJEURE

11.1. Definition of Force Majeure

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase 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.

An Affected Party means RUVNL or the SPD whose performance has been affected by an event of Force Majeure.

11.2. Force Majeure Events

- 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 and only if it is declared/notified by the competent state/central authority/agency (as applicable);
- b) 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 if and only if it is declared/ notified by the competent state/central authority/agency (as applicable); or
- c) 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.

11.3. Force Majeure Exclusions

11.3.1. 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-contract 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 order fault under this Agreement.

11.4. Notification of Force Majeure Event

- 11.4.1. 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.
- 11.4.2. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. 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 monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- 11.4.3. 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 this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.5. Performance Excused

- 11.5.1. 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.

11.5.2. 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. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

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

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

11.6. No Liability for Other Losses

Save as otherwise provided in this Agreement, 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.

11.7. 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.

11.8. Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9. Available Relief for a Force Majeure Event

Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

11.10. Available Relief & Termination Due to Force Majeure Event

- (a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a 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 11.5 (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 11.10.(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 11.10.(b):
 - i. No Termination Compensation shall be payable to the SPD.
 - ii. the SPD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event

12. ARTICLE 12: CHANGE IN LAW

12.1.

12.1.1 The term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this project only after [Insert last date of bid submission]-

- i. a change in interpretation of any law by a competent court or
- ii. a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union territory administration leading to corresponding changes in the cost,
- iii. a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost,

but does not include-

- a) Any change in any withholding tax on income or dividends distributed to the shareholders of the generating company or transmission licensee; or
- b) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

12.1.2 The term "law" in this Article includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

12.2 Relief for Change in Law

12.2.1 On the occurrence of any Change in Law event as provided under Article 12.1 resulting in increase/decrease in the Project Cost (i.e. the cost incurred by the SPD towards supply and services for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier); the monthly tariff or charges shall be adjusted and be recovered in accordance with the Change in Law Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if any).

12.2.2 For the purposes of 12.2.1 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

12.2.3 The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within thirty days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred to in 12.2.2 above, whichever is later, and the recovery

of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff subject to approval of the Appropriate Commission as per clause 12.2.7.

12.2.4 Any notice service pursuant to this Article 12.2.3, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.

12.2.5 The impact of change in law to be adjusted and recovered may be computed as one time or monthly charges or per unit basis or a combination thereof and shall be recovered in the monthly bill as the part of tariff.

12.2.6 The amount of the impact of change in law to be adjusted and recovered, shall be calculated in accordance with the formula given here under to calculate adjustment in the monthly tariff due to impact of change in law, which is non-recurring in nature.

Let financial impact of change in law = P

Then the modification in the monthly tariff (MT) for compensating the financial impact is given by $MT = (Y / X)$

Where X = estimated monthly electricity generation in kWh = $(1/12) \times$ [Contracted Capacity of the power plant as per the Agreement (in MW) x CUF in % x 8760 hours x 10] &

$$Y = [(P \times Mr)(1 + Mr)^n] / [(1 + Mr)^n - 1]$$

Where:

n= No. of months over which the financial impact has to be paid (subject to maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists);

Mr =monthly rate of interest = $R/(12 \times 100)$ and

CUF = declared or revised CUF as indicated in the Agreement;

R = annual rate of interest on loan component (in %) as considered by the CERC in its order for Tariff Determination from Conventional or Renewable Energy Sources (Whichever is applicable) for the year in which the Project is commissioned. In absence of relevant orders of CERC for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India marginal cost of funds based leading rate, of one-year tenor, prevalent during the last available six months for such period.

Further, generating company shall true up the MT annually based on actual generation of the year so as to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored. For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.146/kWh

12.2.7 The recovery of the impacted amount, shall be:

- a. in case of the fixed amount, within a period of one-hundred eighty months; or
- b. In case of recurring impact, until the impact persists.

12.2.8 The HPD shall, within thirty days of the coming into effect of the recovery of impact of change in law, furnish all relevant documents along with the details of calculation to the Appropriate Commission for adjustment of the amount of the impact in the monthly tariff or charges.

12.2.9 The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents under clause 12.3.1.

12.2.10 After the adjustment of the amount of the impact in the monthly tariff or charges under clause 12.2.9, the HPD, as the case may be, shall adjust the monthly tariff or charges annually based on actual amount recovered, to ensure that the payment to the affected party is not more than the yearly annuity amount.

12.2.11 If the event of any decrease in the project cost by the HPD or any income to the HPD on account of any of the events as indicated above, HPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2 to RUVNL which shall be further passed on to the Buying Entity. In the event of the HPD failing to comply with the above requirement, RUVNL shall make such deductions in the monthly tariff payments on immediate basis. Further, at the time of raising of 1st Monthly Tariff Payment Bill, HPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/gain) arising out of Article 12.

13 ARTICLE13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPD Event of Default

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by RUVNL of its obligations under this Agreement, shall constitute an SPD Event of Default:

(i) The failure to commence supply of power to RUVNL upto the Contracted Capacity, by the end of the period specified in Article4, or failure to continue supply of Contracted Capacity to RUVNL after Commercial Operation Date through out the term of this Agreement, or

if

a) the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

b) the SPD transfers or novates any of its rights and/or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if (a) the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPD, or (c) the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is in a position to perform them; or

(iii) the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from RUVNL in this regard; or

- (iv) except where due to any RUVNL's failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPD within thirty (30) days of receipt of first notice in this regard given by RUVNL.
- (v) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or
- (vi) occurrence of any other event which is specified in this Agreement to be a material breach/default of the SPD.
- (vii) except where due to any RUVNL's failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPD within thirty (30) days of receipt of first notice in this regard given by RUVNL.

13.2 RUVNL Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting RUVNL:

- (i) RUVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit,
- (ii) RUVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SPD in this regard; or
- (iii) except where due to any SPD's failure to comply with its obligations, RUVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by RUVNL within sixty (60) days of receipt of notice in this regard from the SPD to RUVNL; or if
 - RUVNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
 - any winding up or bankruptcy or insolvency order is passed against RUVNL, or
 - RUVNL 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 Law, provided that it shall not constitute a RUVNL Event of Default, where such dissolution or liquidation of Buyer or RUVNL 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 has creditworthiness similar to RUVNL and expressly assumes all obligations of RUVNL and is in a position to perform them; or;

(iv) If Buying Entities are subject to any of the above defaults and RUVNL does not designate another or other Buying Entities for purchase of power.

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of RUVNL.

13.3 Procedure for cases of SPD Event of Default

13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, RUVNL shall have the right to deliver to the SPD, with a copy to the representative of the lenders to the SPD with whom the SPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (RUVNL 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 a RUVNL Preliminary Default Notice, the Consultation Period of ninety (90) 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.

13.3.3 During the Consultation Period, the Parties shall 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 SPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, RUVNL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the SPD.

13.3.5 Subject to the terms of this Agreement, upon occurrence of an SPD Event of Default under this Agreement, the SPD shall be liable to pay to RUVNL, liquidated damages, as provided in Article 4.6 of the PPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA. For other cases, the SPD shall be liable pay to RUVNL, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. RUVNL 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. In addition to the levy of damages as aforesaid, the lenders in concurrence with the RUVNL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD. However, in the event the lenders are unable to substitute the defaulting SPD within the stipulated period, and if the RUVNL desires to acquire the Project assets, it may do so, by paying an amount equivalent to 90% of the Debt Due and the PPA shall stand terminated, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that any substitution under this Agreement can only be made with the prior consent of RUVNL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by RUVNL and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with the RUVNL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPD shall cooperate with RUVNL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project+18% GST per transaction as facilitation fee (non- refundable) shall be deposited by the SPD to RUVNL.

13.4 Procedure for cases of RUVNL Event of Default

13.4.1 Upon the occurrence and/ continuation of any RUVNL Event of Default specified in Article 13.2, the SPD shall have the right to deliver to RUVNL, a SPD 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 SPD Preliminary Default Notice, the Consultation Period of ninety (90) 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 two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or RUVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, RUVNL and

the SPD shall, subject to the prior consent of the SPD, 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 SPD, or if no offer of novation is made by RUVNL within the stipulated period, then the SPD may terminate the PPA and at its discretion require RUVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the SPD, 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 SPD.

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 SPD. In the event of termination of PPA, any damages or charges payable to the STU for the connectivity of the plant, shall be borne by the entity due to whose failure, the termination was triggered.

13.5 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, 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 without any further liability to either Party from the date of such termination.

14 ARTICLE14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPD shall indemnify, defend and hold RUVNL harmless against:

- a) Any and all third party claims against RUVNL 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 SPD 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 RUVNL from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement).

14.1.2 RUVNL shall defend and hold the SPD harmless against:

- a) any and all third-party claims against the SPD, 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 RUVNL of any of their 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 SPD from third party claims arising by reason of a breach by RUVNL of any of its obligations.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(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 with in thirty (30) days of receipt of the above notice. Provided however that, if:

- i) The Parties choose to refer the dispute in accordance with Article16.3.2; and
- ii) 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.

- b) The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(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.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

- 14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(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 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

- 14.4.1 Except as expressly provided in this Agreement, neither the SPD nor RUVNL 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 RUVNL, the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 RUVNL shall have no recourse against any officer, director or shareholder of the SPD or any Affiliate of the SPD or any of its officers, directors or shareholders for such claims excluded under this Article. The SPD shall have no recourse against any officer, director or shareholder of Buyer or Buying Entity(ies), or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 RUVNL's Liability

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that purchase of electricity by the RUVNL is to enable it to fulfill the Renewable Purchase Obligations (RPO) of the other Buying Entities. It is however, specifically agreed that the payment of money becoming due from the RUVNL to the SPD under this Agreement for supply of Solar Power to the extent of the Contracted Capacity will be as per:

- (i) the recourse under the Payment Security Mechanism provided in the PPA as follows:
 - a) Letter of Credit;
 - b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable
 - c) Payment Security Fund provided by the Buying Entity, and
- (ii) Payment security fund as referred in Article 10.1.1 of the PPA. RUVNL shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.6 Duty to Mitigate

14.6.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

15 ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

15.1.1 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, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by RUVNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, RUVNL shall permit assignment of any of SPD's rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if RUVNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the SPD and the Buying Utility (ies) provided in this Agreement and in the PSA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to RUVNL. Provided further that, such consent shall not be withheld by the SPD if RUVNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to RUVNL.

15.2 Permitted Charges

15.2.1 SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

16 ARTICLE16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 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 under this Agreement shall be under the jurisdiction of appropriate courts in Jaipur.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

- i. 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:
 - (a) A description of the Dispute;
 - (b) the grounds for such Dispute; and
 - (c) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
 - (a) counter-claim and defences, if any, regarding the Dispute; and
 - (b) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
 - (a) if the other Party does not furnish any counter claim or defence under Article 16
 - (b) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, 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 16.2.1.
 - (c) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

- i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or

any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the RERC, shall be submitted to adjudication by the RERC. Appeal against the decisions of the RERC shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

- ii) RUVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the RERC and save as the RERC 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.

17 ARTICLE17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 Subject to provisions contained in this agreement, 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.

17.3 Waiver

17.3.1 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 authorised representative of such Party.

17.3.2 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.

17.4 Confidentiality

17.4.1 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:

- a) To their professional advisors;
- b) 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
- c) disclosures required under Law, without the prior written consent of the other Party.

17.5 Severability

17.5.1 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.

17.6 Notices

17.6.1 All notices or other communications which are required to be given under

this Agreement shall be in writing and in the English language.

17.6.2 If to the SPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address:

Attention:

Email:

Fax. No.:

Telephone No.:

17.6.3 If to RUVNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address: 1st Floor, HUDCO Building, Jyoti Nagar, Jaipur,
Rajasthan - 302005

Attention: S.E. (P.P.)

Email: se.pp.ruvnl@rajasthan.gov.in

Fax. No.:

Telephone No.:

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office 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.

17.6.5 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.

17.7 Language

17.7.1 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.

17.7.2 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.

17.8 Restriction of Shareholders/Owners' Liability

17.8.1 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 concerned Party 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 Indian Companies Act, 2013.

17.9 Taxes and Duties

17.9.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 RUVNL shall be indemnified and held harmless by the SPD against any claims that may be made against RUVNL in relation to the matters set out in Article 17.9.1.

17.9.3 RUVNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPD by RUVNL on behalf of SPD.

17.10 Independent Entity

17.10.1 The SPD shall be an independent entity performing its obligations pursuant to the Agreement.

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

17.11 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 in consistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, 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.

17.12 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

17.13 Order of priority in application

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

- i. Applicable Law, rules and regulations framed thereunder;
- ii. The Grid Code; and
- iii. The terms and conditions of this Agreement;

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

For and on behalf of RUVNL

For and on behalf of [SPD]

Name, Designation and Address

Name, Designation and Address

| | |
|---------------------|---------------------|
| Signature with seal | Signature with seal |
| Witness: | Witness: |
| 1. | 1. |
| 2. | 2. |

SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG)
(Copy of PBG submitted by SPD)

SCHEDULE2: COMMISSIONING PROCEDURE:

❖ **Capacity of Solar PV Projects:**

i) The Project configuration shall be allowed as per the following matrix:

| Sr. No. | Solar PV Project Capacity Bid | Minimum DC Arrays Capacity to be installed | Minimum Rated Inverter Capacity* | Maximum AC Capacity Limit at Delivery point |
|---------|-------------------------------|--|----------------------------------|---|
| 1 | 50 MW | 50 MW | 50 MW | 50 MW |
| 2 | 100 MW | 100 MW | 100 MW | 100 MW |
| 3 | 150 MW | 150 MW | 150 MW | 150 MW |
| 4 | 200 MW | 200 MW | 200 MW | 200 MW |
| 5 | 250 MW | 250 MW | 250 MW | 250 MW |

*In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

ii) The SPD shall be required to demonstrate compliances with the “Technical Requirements for Grid Connected Solar PV Power Plants” as mentioned in the RfS and Guidelines.

iii) Higher DC capacity arrays can also be allowed, subject to the condition that the AC capacity limit as mentioned in (i) above for scheduling at the Delivery Point as per Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is complied with.

iv) For commissioning of the Project, cumulative capacity of DC arrays and cumulative capacity of the inverters installed shall be considered. In case of part commissioning of the Project, it shall be required to have the DC Arrays Capacity and inverters capacity be installed not less than the proposed part commissioning capacity.

v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period may not be considered under PPA and may be subject to penalty as per applicable RERC Regulations, if any.

Commissioning Procedure

The Solar PV Project will be declared as commissioned when all equipment as per rated project capacity has been installed and energy from the Project has flown into the grid, which will be verified by a committee identified by RUVNL to witness the Commissioning of the Project.

Project Commissioning will take place in two stages.

1. Stage-I: Connectivity with the STU
2. Stage-II: Synchronization and Project Commissioning

Stage-I: Connectivity with the STU

SPDs shall give to the concerned SLDC, State Nodal Agency (SNA) and RUVNL at least thirty (30) days advance written notice, of the date on which it intends to connect the Power Project to the STU Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project. Early Commissioning of a Solar Project prior to the SCD is permitted on acceptance of power by RUVNL. In order to facilitate this, SPDs shall inform the concerned SLDC and RUVNL well in advance, which is not less than 90 days prior to the date on which it intends to synchronize the Power Project to the Grid System.

Not more than 15 days prior to the STU grid connectivity, the SPD shall give the final written notice to RUVNL, SNA and STU.

SPD shall also submit following documents, physically in the office of RUVNL, at least 15 days prior to grid connectivity/Commissioning duly stamped and signed by the Authorized Signatory (scanned copies may also be allowed) for constitution of Committee for issuing Connectivity to the project.

- (a) Board resolution for authorized signatory for signing the documents related to commissioning of the Project and witnessing the commissioning.
- (b) Registration certificate issued by State Nodal Agency
- (c) Achievement of Land Arrangements requirement as per provisions of RfS & PPA.
- (d) Copy of the letter issued by RUVNL regarding fulfillment of Financial Closure Compliance.
- (e) Installation report duly signed by the authorized signatory as per Appendix-2. The SPD is advised to take due care in furnishing such Installation Report. Discrepancy (if any) if observed by RUVNL, may be construed as misrepresentation of information by the SPD and RUVNL may take

appropriate action as per this Agreement.

- (f) Interconnection permission with the STU along with Transmission Agreement.
- (g) Test reports of the metering equipment like CT, PT, Energy Meters (main meters and check meters) from the Discom/RVPNL/NABL accredited laboratory
- (h) Snap shots (with time stamp) of the plant, including but not limited to, solar PV modules, all inverters (showing instantaneous and total generation of a particular date), switchyards/switchgears, Power Transformers, metering (as per applicable regulations) at delivery point etc. along with the Installation Report.
- (i) Plant Layout, Plant (AC & DC) SLD, along with Inverter-wise module details.
- (j) Metering Scheme Approved by concerned STU/Discoms where plant is located
- (k) SLDC Registration certificate and Charging code/Permission for charging the generating station issued by SLDC.
- (l) CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers, transmission line and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
- (m) Relevant documents from SLDC acknowledging successful data communication between plant end and SLDC.
- (n) Proof of payment towards Payment Security Fund

SPD shall submit all these documents mentioned above, through a Covering Letter with the Subject "Documents for Connectivity of the Project", containing all the relevant details of Project & proposed date of Commissioning.

Stage-II: Synchronization and Project Commissioning

After successful connectivity of the project with STU, SPD shall submit its request for Project Commissioning to RUVNL along with following documents:

- (a) Installation Report and Connectivity Report duly signed by Committee
- (b) Copy of duly signed Meter Reading Instrument (MRI) readings by the SPD and STU/SLDC is to be enclosed.
- (c) JMR (Joint meter reading) of meters at Delivery Point, duly signed by representative of SPD and STU. This shall include information of respective meters installed at delivery/interconnection point and pooling substation/plant premises.

(d) Undertaking through its Authorized Signatory in the form Sworn Affidavit, acknowledging that all the documents provided by SPD for Commissioning of the Project are true, correct & complete, and if at any point of time any of the information submitted through above documents are found to incorrect or untrue or incomplete, RUVNL shall have right to withdraw & nullify the Commissioning Certificate of the Project without any liability to RUVNL whatsoever.

After submission of document by SPD, RUVNL shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are required by RUVNL, the same have to be submitted by the SPD. In case of delay in submission of documents by SPD, RUVNL shall not be liable for delay in verification of documents and subsequent delay in declaration of commissioning.

RUVNL shall form a committee for witnessing synchronization and commission of the project as per applicable procedures.

RUVNL shall also have the right to visit the plant and check all the plant equipment at any time and SPD must provide free access to RUVNL or its Authorized Representatives to any & all part of the Project.

Subsequent to commissioning, the SPD shall provide the SCADA login details to SLDC for online real time data monitoring of the Project. The SPD may be required to push the required plant related data to designated server in xml/json formats.

Appendix-2**Installation Report**

(To be provided by SPD on non-judicial stamp paper of Rs. 100/- which shall be verified by Commissioning Committee)

| | | |
|------------|--|--|
| Sr. No. | Capacity of the Project (MW) | |
| | Capacity already commissioned (MW) | |
| | Capacity proposed to be commissioned (MW) | |
| I. | Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type) | |
| II. | Type of Tilt (Fixed Tilt/Seasonal Tilt/Tracking) | |
| III. | Rating of each module (Wp) | |
| IV. | Number of modules installed of each type (along with Serial Nos. of all the modules installed) | |
| V. | Make of Module(s) installed of each type (including name of the Supplier and country of origin) | |
| VI. | Number of PCUs/ Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed) | |
| VII. | Make of the PCUs/ Inverters (including name of supplier and country of origin) | |
| IX. | Rating of PCUs/Inverters | |
| X. | Date of installation of full capacity (as per capacity proposed to be commissioned) | |
| | PV arrays | |
| | PCUs/ Inverters | |
| | Transformers | |
| | Capacity of the Project (MW) | |

Sample Connectivity Report

This is in compliance to the order of the _____ Discoms, <place> issued vide office order <No.>, <dated>, the committee constituted vide said order has completed the work of commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power generation Plant (having <technology>) with Grid installed at <village>, <Tehsil>, <District>, in Rajasthan on <date>.

The details of Solar Power Plant are as under:-

| S. No. | Name of Solar Power Developer & Location | Capacity Mentioned in Agreement | Connectivity | Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear) |
|--------|---|---------------------------------|---|--|
| 1 | M/s. _____ <Village, Tehsil, District> | _____ MW | <p>Metering Detail at Delivery Point _____ Village</p> <p><u>S. No. of <kV> CT</u></p> <p>i) <R-Phase></p> <p>ii) <Y-Phase></p> <p>iii) <B-Phase></p> <p><u>S. No. of <kV> PT</u></p> <p>i) <R-Phase></p> <p>ii) <Y-Phase></p> <p>iii) <B-Phase></p> <p>S.No. of Main <ABT Meter></p> <p>S.No. of Check <ABT Meter></p> <p>Metering Equipment installed at Receiving end on dated: < ></p> <p>_____ kV GSS, _____, _____ District</p> | <p>A. Transformer</p> <p><Make/Type></p> <p><Sr. No.></p> <p>B. Inverters</p> <p><Make/Type></p> <p><Sr. No.></p> <p>C. Modules</p> <p><Make/W></p> <p><Total. Nos.></p> <p>D. Switchgear Panels</p> <p><Make/Type></p> <p><Sr. No.></p> <p>Protection Provided:</p> <p>Under/Over Voltage</p> <p>Over current & Earth fault</p> |

- The commissioning date of various equipment is as under:
- <kV> line from _____ to _____ completed on _____ (date)
- Line Bay at <kV> GSS, charges for _____ on _____
- Main & Check metering commissioned on _____ (initial record of

main/check meters at time of commissioning is to be taken and enclosed)

- Complete system commissioned on dated _____
- The Joint Inspection Report of metering arrangement & copy

Sample Synchronization Certificate

It is certified that ____ MW Solar Photovoltaic Power Project of M/s. _____,
Village _____, Tehsil _____, District _____ was
grid connected on ____ at ____ hours

It is further certified that the Project was synchronized and commencement of
power supply into the grid from the project was on ____ at ____ hours.

The above certificate is issued based on the basis of MRI record (copy of duly signed
MRI is enclosed.)

**Sample Part Commissioning/ Full Commissioning Certificate of Solar PV
Power Project**

(To be issued by the State Nodal Agency)

This is to certify that <M/s> having its registered office at-----has successfully commissioned Capacity <MW> out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village-----, Tehsil/Taluka-----, Dist.-- ---- and State--.

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snapshots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Synchronization Certificate
- (iv) Minutes of Meeting of the Commissioning Committee/recommendation of the Agency visiting the Project