

**STANDARD**  
**POWER PURCHASE AGREEMENT**  
**FOR**  
**PROCUREMENT OF ..... MW SOLAR POWER**  
**FOR 25 YEARS**

**Between**

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

**And**

**Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow**

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

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

**Uttar Pradesh Power Corporation Ltd., Lucknow** a Company incorporated in India and registered under the Companies Act, 1956, having its registered office at Shakti Bhawan, 14 – Ashok Marg, Lucknow – 226001

(Hereinafter referred to as “**UPPCL** or “**Procurer**” 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 **SECOND PART**;

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

#### **WHEREAS**

:

- A.** The Government of India has announced the Policy for promotion of the Solar Power in the country and has provided a target to achieve an aggregate installed capacity of 100 GW by the year 2022.
- B.** 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 3<sup>rd</sup> August 2017 and amendments thereof.
- C.** Uttar Pradesh Power Corporation Ltd. (UPPCL) hereinafter referred to as “Procurer”, has been duly authorized to enter into this Agreement on behalf of DISCOMS namely

Paschimanchal Vidyut Vitran Nigam Ltd, Poorvanchal Vidyut Vitran Nigam Ltd, Madhyanchal Vidyut Vitran Nigam Ltd, Dakshinanchal Vidyut Vitran Nigam Ltd and will directly purchase power generated from these selected 75 MW Solar PV Projects for 25 years.

**D.** Under Ministry of New & Renewable Energy ,Govt of India Solar Park Scheme ,UPNEDA had initiated a competitive bidding process through issue of RfP (Request for Proposal) Document for selecting SPD for setting up of Solar PV Project for supply of solar energy for 25 years to procurers

**E.** The Solar Power Developer (hereinafter referred to as ‘SPD’) has been selected in the Competitive Bidding Process for development, generation and supply of electricity from the .....MW Solar Power Project to be established by SPD in UP Solar Park in the State of Uttar Pradesh and for supply of such electricity to the UPPCL in the State of Uttar Pradesh under a Power Purchase Agreement to be entered into between UPPCL and such Buying Utility (ies);

**F.** UPNEDA has issued the letter of Intent No..... dated.....in favour of the SPD for development and establishment of the .....MW Solar Power Project 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 Intent;

**G.** The SPD has been established as a Special Purpose Vehicle to develop and undertake the generation of the solar power from the project to be established at ....., UP Solar Park in the state of Uttar Pradesh.

**H.** In terms of the RFS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of UPNEDA 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;

**I.** The SPD has fulfilled the terms of the bidding and the terms of the Letter of Intent for signing this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of.....MW at ...[Insert the name of

Plot /Land Parcel in UP Solar Park] in the state of Uttar Pradesh for generation and sale of electricity by the SPD to Procurer UPPCL;

- J.** 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 Intent in regard to the terms and conditions for establishment of the Solar Power Project at ...[insert the name of plot in UP Solar Park] in the state of Uttar Pradesh and for generation and supply of electricity by the SPD to UPPCL.
- K.** Procurer agree to procure Solar Photovoltaic Power up to the Contracted Capacity from the SPD as per the terms of this Agreement
- L.** The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPD to Procurer
- M.** All the other RfP Project Documents will be executed by the Procurer and the Seller simultaneously with the signing of this Agreement

**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:**

## ARTICLE 1: 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.

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
“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”	Unless otherwise stated, Appropriate Commission shall be the commission as state in the Clause 2.2 of the Guidelines dated 03.08.2017 notified by the Government of India for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power;
“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 Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in <b>Lucknow</b>
“Billing Date ”	shall be the first Business Day after the Metering Date of each Billing Period
“Capacity Utilization Factor” or “CUF”	<p>“<b>shall mean</b> the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 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;</p> <p>In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%</math>;</p>

“UPERC”	shall mean the Uttar Pradesh Electricity Regulatory Commission of India,
“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;
“Commissioning”	shall have the meaning ascribed thereto in Article 5 of this Agreement;
“Commercial Operation Date (COD)”	shall mean the date on which the Plant is available for commercial operation and such date as specified in a written notice given at least ten days in advance by the Seller to LSPDCL/UPNEDA / Procurer(s).;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Lucknow 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 sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer 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 the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean -----MW (AC) of Solar PV power contracted with Procurer(s) for sale of such power by the Seller (----- MW AC capacity means ----- MW AC output at the delivery point i.e. at the grid sub-station where the Project would be connected to.);



“Delivery Point”	<p>Shall mean the point at [Insert the Voltage Level as specified by SPIA] kV where the power from the solar power project is injected into the [Insert the Pooling substation or the STU substation as specified by the SPIA] (including the dedicated transmission line connecting the power project with the Designated substation). Metering shall be done at this interconnection point where the power is injected into the Designated Substation i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant UPERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. Energy accounting and payment shall be done from the Delivery Point.</p> <p>All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access (if applicable), transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC 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 Procurer.</p>
“Designated Substation”	<p>Shall mean the Grid interconnecting substation located at [Insert details of location] having [Insert input / output voltage level specified] and as designated by the SPIA for interconnection of the Project with the Grid;</p>
“Dispute”	<p>shall mean any dispute or difference of any kind between the Seller and the Procurer 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 17 of this Agreement;</p>
"Due Date"	<p>Due Date shall mean the 30th day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the UPPCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the UPPCL. “</p>
“Effective Date”	<p>shall have the meaning ascribed thereto in Article 2.0 of this Agreement;</p>

“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder 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 regional energy accounts/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;
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	Shall mean the date occurring twenty five (25) years from the date of commercial operation of the Solar PV Project;
“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 Procurer;
"Force Majeure" or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 11 of this Agreement;
“Guidelines: or “Scheme”	shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power on 3 <sup>rd</sup> August 2017;
"Grid Code" / “IEGC” or “State Grid Code”	shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act 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, Governments of State of Uttar Pradesh and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of 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;
“Incremental Receivables	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement;

"Interconnection Facilities"	in respect of the Seller shall mean all the facilities installed by the Seller at the Solar PV Power Plant to transmit the energy to the grid.;
"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 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;
"Metering Date"	for a Billing Period, means the midnight of the last Day of the calendar month.
"Metering Point"	for purposes of recording of Injected Energy located at Injection Point.
O&M Default	shall mean any default on the part of the Seller for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices).
"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"	shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to UPNEDA;

<p>“Power Project” or “Project”</p>	<p>shall mean the Solar power generation facility of Contracted Capacity of .....[Insert capacity] MW, located at ...[Insert the name of Plot in UP Solar Park] in the state of Uttar Pradesh having a separate control system, metering and separate points 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.</p> <p>The Project shall include 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;</p>
<p>“Preliminary Default Notice”</p>	<p>shall have the meaning ascribed thereto in Article 13 of this Agreement;</p>
<p>“Project Capacity”</p>	<p>shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.</p>
<p>"Prudent Utility Practices"</p>	<p>means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.</p>
<p>“RBI”</p>	<p>shall mean the Reserve Bank of India;</p>
<p>“Rebate”</p>	<p>shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;</p>
<p>"RLDC"</p>	<p>shall mean the relevant Regional Load Dispatch Centre established under Subsection (1) of Section 27 of the Electricity Act, 2003;</p>
<p>“RPC”</p>	<p>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;</p>

"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean ..... [Insert Date that is Fifteen (15) Months from the Effective Date of this Agreement];
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the Solar Power Project is located;
"Solar Park"	shall mean concentrated zone of development of solar power generation projects being developed by the SPIA under GOI's Scheme for Solar Parks and Ultra Mega Solar Power Projects and provides an area that is well characterized, with proper infra-structure and access to amenities;
"Solar Photovoltaic Project" or "Solar PV 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 SECI as per the terms and conditions of this Agreement;
"Solar Power"	shall mean power generated from the Solar Photovoltaic Power Project;
"Solar Power Park Developer" or "SPIA" or "SPDD"	Shall mean <b>Lucknow Solar Power Development Corporation Limited</b> (including its successors and assignees) under Companies Act, 1956 or Companies Act 2013, as applicable;
"State Transmission Utility" or "STU"	Means State Transmission Utility as notified by the Government of the State for electricity transmission
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"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"	Unit / Part Commissioning shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of the this Agreement and RfS document.
"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 only if agreed to between the parties.

- 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 In the event of any discrepancy between this Agreement and the RfP document ,the later shall prevail upon.

## **ARTICLE 2: TERM OF AGREEMENT**

### **2.1 *Effective Date***

2.1.1 This Agreement shall come into effect from (Enter the date as on 30th day of the issuance of Letter of Intent to the SPD) and such date shall be referred to as the Effective Date.

### **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.

### **2.3 *Early Termination***

#### **2.3.1 This Agreement shall terminate before the Expiry Date:**

- i. if either Seller or all the Procurers (jointly) terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- ii. in such other circumstances as the Seller or all the Procurers (jointly) may agree, in writing;

### **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 15 (Liability and Indemnification), Article 17 (Governing Law and Dispute Resolution), Article 18 (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.



**ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE  
SELLER/PROCURER**

**3.1 Satisfaction of conditions subsequent by the SPD /Seller**

3.1.1 The SPD agrees and undertakes to duly perform and complete all of the following activities at SPD's own risk and cost within nine (09) months from the Effective Date, i.e. by \_\_\_\_\_ [insert the date which is nine (09) months from the Effective Date of this agreement] unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by UPNEDA: The SPD shall make Project financing arrangements and provide necessary certificates to UPNEDA in this regard;

- a) The SPD shall enter into an Land Implementation & Support Agreement with Solar Park Implementation Agency (SPIA) which is LSPDCL {A Joint Venture between UPNEDA & Solar Energy Corporation of India-(SECI)} and/or Lease Deed/Right to Use Agreement (as applicable) with the SPIA for Land & associated infrastructure for development of the Project inside the Solar Park and for connectivity with the STU System for confirming the evacuation of power by the Scheduled Commissioning Date.

The SPD shall submit to UPNEDA the relevant documents as stated above, complying with the Conditions Subsequent, within nine (09) months from the Effective Date of this agreement.

**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, UPNEDA 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 delay in allotment of Land by LSPDCL (SPIA) not owing to any action or inaction on the part of the SPD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.1.(i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

- (i) An extension, without any impact on the Scheduled Commissioning Date, can however be considered by UPNEDA, on the sole request of SPD, on payment of penalty as mentioned in 3.2.1. This extension will not have any impact on the Scheduled

Commissioning Date. Any penalty paid so by the SPD, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date,.

However any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days, from the date of application filed by the Procurer for adoption of tariff under section 63 of the Act 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 [Not used]

3.2.4 In case of inability of the SPD to fulfil any one or more of 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. In case of delay in handing over of land by the SPIA as per the timeline specified in the Land Agreement, other than for any reason attributable to the SPD, such delay may entail a corresponding extension in financial closure and Scheduled Commissioning Date.

3.2.5 Provided that due to the provisions of this Article 3.2.4, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

### **3.3 Performance Bank Guarantee**

3.3.1 Performance Bank Guarantee has been submitted by SPD within 30 days of issue of LoI or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee 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 UPNEDA, subject to conditions mentioned in Article 4.5, UPNEDA shall encash the

Performance Bank Guarantee without prejudice to the other rights of UPNEDA under this Agreement.

### **3.4 Return of Performance Bank Guarantee**

3.4.1 Subject to Article 3.3, UPNEDA shall return / release the Performance Bank Guarantee /POI within forty five days (45) after the Commissioning date after taking into account any liquidated damages due to delays in commissioning.

In case of part commissioning, PBG, corresponding to the part capacity commissioned, will be released within 45 days of such part-commissioning

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of UPNEDA under this Agreement.

## 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:

- a) 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. The Solar Power Developer shall, on his own, obtain permissions/sanctions from Government authorities, if any required for establishing the project. Any steps that may be taken by UPNEDA/UPPCL in regard to grant of such consents and permits or any other approval to be taken by the SPD shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.
- b) 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.
- c) the commencement of supply of power up to the Contracted Capacity to Procurer(s) on or before the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- d) 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 / Injection Point/Delivery Point.
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 16;
- f) maintaining its controlling shareholding 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 provisions of the RfS document
- g) Fulfilling all obligations undertaken by the SPD under this Agreement.
- h) [Not Used]
- i) The SPD shall fulfill the technical requirements according to criteria mentioned under Annexure II–Technical requirement for Grid Connected Solar PV Power Stations under Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by

Ministry of Power, vide resolution no.23/27/2017-R&R dated 03.08.2017, and subsequent amendments and clarifications thereof.

**4.2 Information regarding Interconnection Facilities**

- 4.2.1 The SPD shall be required to obtain all information from the SPIA/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. 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.
- 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 as per the SPIA terms and conditions, 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 terms and conditions of SPIA shall be the responsibility of the SPD. All costs and charges including but not limited to the wheeling charges and losses up to the Interconnection Point associated with this arrangement will also be borne by the SPD.
- 4.2.4 [Not Used]
- 4.2.5 The arrangement of connectivity shall be made by the SPD through a dedicated transmission line as instructed by the SPIA. 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 14 shall be applicable.
- 4.2.6 Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA. The maintenance of Transmission system up to the Inter-connection Point shall be adhered to as per the Terms and Conditions of SPIA.

### **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 Procurer and Procurer undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

### **4.4 *Right to Contracted Capacity & Energy***

4.4.1 Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond the contracted capacity. SPD has declared annual CUF -----% for the Project at the time of submission of response to RfP. The SPDs is allowed to revise the annual CUF-----% once within first year of COD. Thereafter, the CUF for the project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of solar panel and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within +10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years

The annual CUF will be calculated every year form 1<sup>st</sup> April of the year to 31<sup>st</sup> march next year. If for any contract year it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation to procurer equal to 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff.”

#### 4.4.2 Purchase of excess energy

In case the availability is more than 10% of the declared annual CUF, Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA 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 STU/Procurers Event of Default; or
- b) Force Majeure Events affecting STU/Procurers , or
- c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.5.6, for a reasonable period but not less than 'day for day' basis, to permit the SPD or STU/Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or Procurers, or till such time such Event of Default is rectified by STU/Procurers.

4.5.2 Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate UPNEDA /Procurer about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the scheduled date. UPNEDA can extend the time for financial closure up to 3 months, without any financial implications to the SPD, as brought out in Article 3.2.2.

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 three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

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 by, any Party may raise the Dispute to be resolved in accordance with **Article 17**.

4.5.5 As a result of such extension, 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 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond 6 months or the date determined pursuant to Article 4.6.2.

4.5.7 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 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 If the SPD is unable to commence supply of power to Procurer by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1 and 4.5.2, the SPD shall pay to UPNEDA, Liquidated damages for the delay in such commencement of supply of Power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

In case of delay in commissioning of the Project beyond the SCD upto (& including) the date as on 21 months from the Effective Date of the PPA (as applicable), 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.

4.6.2 The maximum time period allowed for commissioning of the full Project Capacity without encashment of Performance Bank Guarantee shall be limited to 15 months from the Effective Date of this Agreement. Subject to clause 11 of this PPA, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the SPD, as detailed below:

a) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.



- b) For Delay in commissioning beyond six months from Scheduled Commissioning Period, SPD Event of Default, as per clause 13.1 of this PPA, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.
- (ii). In case of, any delay in handing over land to the Solar Power Developer (SPD) by SPIA in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land..

4.6.3 It is presumed that, the tariff will be adopted by the Appropriate Commission within 60 days of submission of Application/Petition. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.”

#### **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 an agency identified by the UPPCL to carry out testing and certification for the Solar power projects.

## **ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**

### **5.1 Synchronization, Commissioning and Commercial Operation**

5.1.1 The SPD shall give the concerned UPLDC/SLDC and Procurer and SPIA 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 Uttar Pradesh Grid Code then in effect and otherwise meets all other Indian/State 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 of Transco/DISCOM and checking/verification is made by the Transco/DISCOM 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 State Grid Code. 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 within Fifteen (15) Months from the Effective Date

**5.1.6 Part Commissioning** – In case of Solar PV Projects, Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 50 MW or Project capacities, whichever is lower. In case of Projects "Makrechha & Banghauri" of 45 MW and "Tikar I & Tikar II" of 30 MW, Plot wise/Block wise part commissioning shall be allowed under these projects without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned.. However, the SCD will not get altered due to part commissioning, Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD.

**5.1.7 EARLY COMMISSIONING** - The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, the procurer may purchase the generation at PPA Tariff.

**5.1.8** However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of UPNEDA/UPPCL.

## **ARTICLE 6: DISPATCH AND SCHEDULING**

### **6.1 *Dispatch and Scheduling***

6.1.1 The Power Project shall be required to maintain compliance to the applicable IEGC/UP EGC (UP Electricity Grid Code provisions requirements and directions and its amendments thereof, and, as specified by concerned SLDC/UPLDC 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 Power Project shall comply the provisions of UPERC (Forecasting, Scheduling, Deviation Settlement and related matters Of Solar and generator Sources) regulations 2018 and its amendments thereof.

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 concern state regulations.

## **ARTICLE 7: METERING**

### **7.1 Meters**

- 7.1.1 As per state metering code, for measurement of solar energy supplied by Solar generating stations within the State, meter shall be provided on each outgoing feeder at the power station designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the 33kV /132 KV feeder to serve as secondary back-up meter. Meters on each generator and each auxiliary transformer shall work as backup meters. The consumption recorded by main meter shall be compared with the consumption recorded by secondary backup meter on 33kV/132 KV feeder to work out transmission losses as well as to monitor the correct functioning of both meters
- 7.1.2 As per state metering code, the metering system shall comprise of main, check, backup and secondary backup meters. In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) backup (d) secondary backup.
- 7.1.3 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Seller and the Procurer(s) shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the State Grid Code and ABT as amended and revised from time to time.
- 7.1.4 All meters (a) main (b) check (c) backup meters at Transco / Discom Substation shall be provided by seller at the cost of seller. The secondary backup meters at Solar PV Power Plant Generating Substation shall be provided and installed by seller at the cost of seller.
- 7.1.5 The SPD shall bear all cost pertaining to installation, testing, calibration maintenance, renewal, and repair of all the meters referred at 7.1.4 above.
- 7.1.6 Energy Accounts shall be binding on both the Parties for billing and payment purposes.

## ***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, 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.

### **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, Procurer shall have no claim on such proceeds of such Insurance.

### **8.3 Effect on liability of Procurers**

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 Procurers .

## **ARTICLE 9: APPLICABLE TARIFF**

9.1.1 The SPD shall be entitled to receive a Tariff of Rs. ----- /kWh for the energy supplied at the Metering Point during a Contract Year pertaining to the Contracted Capacity.

9.1.2 Procurer will be liable to pay the project developer the tariff as signed in the PPA.

## **ARTICLE 10: BILLING AND PAYMENT**

### **10.1 10.1 General**

10.1.1 From the commencement of supply of power by the Seller (SPD) , the Procurers shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in this Article 9 and Schedule 10. All Tariff Payments by the Procurers shall be in Indian Rupees.

### **10.2 Delivery and Content of Monthly Bills**

10.2.1 The Seller shall issue to each Procurer a signed Monthly Bill for the immediately preceding Month not later than four (4) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after four (4) days of the next Month, the Due Date for payment of such Monthly Bill shall be thirty (30) days from such date

Provided that:

- a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
- b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

10.2.2 The Monthly Bill prepared as detailed in Schedule 5 of the PPA, shall include the following;

- a. Provisional Bill for Solar PV power supplied in the immediately preceding Month;
  - (a) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) preceding to the previous month(s);



(b) Any other adjustments to cover changes in open access related charges and any other prior-period adjustments;

- 2 Late Payment Surcharge, if any; and
- 3 Taxes, Duties, Levies etc. as applicable.

### ***10.3 Payment of Monthly Bills***

10.3.1 The Procurers shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurers in accordance with Article 10.3.2 below.

10.3.2 The Seller shall open a bank account at Lucknow, Uttar Pradesh ("Seller's Designated Account") for all Tariff Payments be made by the Procurers to the Seller, and notify the Procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurers shall also designate a bank account at Lucknow /Greater Noida (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurers, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurers shall instruct their respective bankers to make all payments under this Agreement to the Procurers' Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

#### **10.3.3 Late Payment Surcharge**

In the event of delay in payment of a Monthly Bill by the Procurers sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

#### **10.3.4 Rebate**

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner.

- a) A Rebate of 2% shall be payable to the UPPCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of bill along with required

supporting documents at UPPCL Office.

- b) Any payments made after ten (10) days of the date of presentation of hard copy of the bill along with the required supporting documents at UPPCL office 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
- d) No Rebate shall be payable on the bills raised on account of change in law 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.

#### ***10.4 Payment Security Mechanism***

##### **Letter of Credit (LC):**

- 10.4.1 The Procurers shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit (“Letter of Credit”), opened and maintained by the Procurers, which may be drawn upon by the Seller in accordance with this Article. The Procurers shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.
- 10.4.2 Not later than one (1) month before the start of supply, the Procurers shall through a scheduled bank at Lucknow open a Letter of Credit in favour of the Seller, to be made operative at least 15 days 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 reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:
  - i) for the first Contract Year, equal to the estimated average monthly billing;
  - ii) for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.
- 10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal 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, the Procurers shall restore such shortfall within seven (7) days.

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

10.4.6 The Procurers shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

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

10.4.8 If, the Procurers fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurers, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i) a copy of the Monthly Bill which has remained unpaid by the Procurers;
- ii) a certificate from the Seller 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;

#### **10.4.9 Payment Security Fund**

A payment Security Fund will be set up suitable to support payment for at least 3(three months) billing of project tied up with this fund

#### ***10.5 Third Party Sales by the Seller***

10.5.1 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the following event(s), the Seller shall be entitled to regulate power supply of Solar PV power;

- i) Default in making payment by the 30<sup>th</sup> day from the Due Date,
- ii) Non-recoupment of LC by the 30<sup>th</sup> day of its operation.
- iii) Non-availability of LC for operation and for its required value by the 30<sup>th</sup> day of the

Due Date.

10.5.2 The Seller shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 7 days to start the regulation on the 8<sup>th</sup> day.

10.5.3 Regulation of Power Supply would be on pro-rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill. In case of shortfall in amount of LC available, the right to regulate shall be in the ratio of shortfall in LC maintained /available to the total amount of LC required.

10.5.4 In order to avoid any doubts, it is illustrated that:

- i) In the event of a bill amounting to Rs. 25 Crore is unpaid to the extent of Rs. 10 Crore, The Seller would have a right to regulate and sell Procurer's allocation of the power to third parties to the extent of 40% (i.e.  $10/25 \times 100$ ).
- ii) If LC required to be opened/ maintained by Procurers is to the extent of Rs. 25 Crore and LC opened/maintained/available is to the extent of Rs. 15 Crore only i.e. LC available is short by Rs. 10 Crore, The Seller would have a right to regulate and sell Procurers' allocation of power to third parties to the extent of 40% (i.e..  $10/25 \times 100$ ).

10.5.5 The Seller shall have the right to divert the Solar PV power or part thereof and sell it to any third party namely;

- i) Any consumer, subject to applicable Law; or
- ii) Any licensee under the Act;

The Seller shall request the concerned SLDC/UPLDC to divert such power to third party, as it may consider appropriate.

10.5.6 Provided that in case of sale to third party, the procurer shall pay for the energy so sold to third party but the seller shall pay the full amount received from the third party sale to the procurer.

10.5.7 Sales to any third party shall cease and regular supply of electricity to the Procurers shall commence and be restored within two (02) days from the date of clearing all the outstanding dues payable to the Seller for the Solar PV power under this Agreement.

10.5.8 Further, that the liability of the Procurers to make the Tariff Payments to the Seller as

per Energy Accounts shall start from the day of such restoration of supply of power and shall continue for such periods wherein such power was made available to the Procurers.

### ***10.6 Disputed Bill***

10.6.1 If the Procurers does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.6.2 If the Procurers disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) 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.

10.6.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, the Seller shall make appropriate adjustment in 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 Procurers and up to and including the date on which such payment has been received as refund.

10.6.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party 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.

10.6.5 Upon receipt of the Bill Disagreement Notice by the Procurers under Article 10.6.2, authorized representative(s) of the Procurers and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the

Bill Disagreement Notice.

10.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 17.

10.6.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurers shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

### ***10.7 Quarterly and Annual Reconciliation***

10.7.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.7.2 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 Procurers and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. 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 17.

### ***10.8 Payment of Supplementary Bill***

10.8.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- i) Adjustments required by the Regional Energy Account (if applicable); or
- ii) Change in Law as provided in Article 12,

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

10.8.2 Procurers shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date. Similarly, the SPD shall pay all amounts due under a Supplementary Bill raised by Procurers, if any, by the Due Date to concerned Procurers designated bank account. For such payments by Procurers, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply.

10.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.4.

## **ARTICLE 11: FORCE MAJEURE**

### **11.1 Definitions**

11.1.1 In this Article, the following terms shall have the following meanings:

#### **11.2 Affected Party**

11.2.1 An affected Party means the Seller or the Procurers whose performance has been adversely affected by an event of Force Majeure

#### **11.3 'Force Majeure' (FM)**

11.3.1 A Force Majeure 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.

#### **11.4. Categorisation of Force Majeure Events:**

##### **11.4.1. Natural Force Majeure Event**

- 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 it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) 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;
- c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or
- d) any event or circumstances of a nature analogous to any of the foregoing



#### **11.4.2. Non-Natural Force Majeure Event**

a) 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;

b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;

c) nationalization or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;

d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 12 ( change in Law ) of this PPA; any unlawful or unauthorized or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, license, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, license, authorization, as the case may be.

#### **11.4.3. Force Majeure Exclusions**

##### **11.4.3.1. 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-contractor 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 default under this Agreement.

#### **11.4.4 . Notification of Force Majeure Event**

**11.4.4.1.** 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.

**11.4.4.2.** Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the PPA. 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 weekly) reports on the progress of those remedial measures and such

other information as the other Party may reasonably request about the Force Majeure Event.

**11.4.4.3.** 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 the PPA, as soon as practicable after becoming aware of each of these cessations.

#### **11.4.5 Performance Excused**

**11.4.5.1.** 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.

**11.4.5.2.** 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.

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

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

#### **11.4.6. No Liability for Other Losses**

Save as otherwise provided in these Guidelines, 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.

#### **11.4.7 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.

#### **11.4.8. Termination Due to Force Majeure Event**

##### **11.4.8.1. Termination due to Natural Force Majeure Event**

- a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural 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 11.4.5 (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 11.4.8.1(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 11.4.8.1(b):
  - (i) no Termination Compensation shall be payable to the generator.
  - (ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event

##### **11.4.8.2. Termination due to Non- Natural Force Majeure Event**

- a) Upon occurrence of a Non-Natural Force Majeure Event, the Generator shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.
- b) Notwithstanding anything in Article 11.4.6, on termination of the PPA pursuant to Article 11.4.8.2(a):
  - (i) Procurer to pay to the Solar Power Generator, 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 Solar Power Generator .

(ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.”

## **ARTICLE 12: CHANGE IN LAW**

### **12.1**     *Definitions*

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or
- (v) any change in the rates of any Taxes , duties and cess which have a direct effect on the Project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends or (iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability

**12.1.b** In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Developer then in , order to ensure that the Solar Power Developer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Developer / Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

### **12.2**     *Relief for Change in Law*

12.2.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate Commission to acknowledge a Change in Law and provide relief for the same, shall be final and governing on both the Parties.

## ARTICLE 13: 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 shall constitute an SPD Event of Default:

- (i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of *'18 months for plants at a single location'*; [*Developer to retain condition as per the plant capacity allocated*] ; or

If:

- a) Except to bank 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 credit worthiness 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 Procurers in this regard; or
- (iv) except where due to any Procurers' 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 Procurers.
- (v) Failure to replace the Performance Bank Guarantee, as per the terms 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.

### **13.1 Procurers 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 Procurers:

- (i) Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill 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 / Default Escrow Account for the applicable Month; or
- (ii) Procurers repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard the SPD shall have the right to deliver to Procurers, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.



(iii) Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) 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. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

(iv) if

- Procurers 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
- any winding up or bankruptcy or insolvency order is passed against Procurers , or
- Procurers 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 Procurers Event of Default, where such dissolution or liquidation of Procurers or Procurers 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 Procurers and expressly assumes all obligations of Procurers and is in a position to perform them; or;

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

#### **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, Procurers shall have the right to deliver to the SPD a notice stating its intention to terminate this Agreement (Procurers 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 Procurers Preliminary Default Notice, the Consultation Period of sixty (60) 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 have to 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, save as otherwise provided in this Agreement, 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, Procurers may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.

13.3.5 In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets

#### **13.4. Procedure for cases of Procurers Event of Default**

13.4.1 Upon the occurrence and continuation of any Procurers Event of Default specified in Article 13.2 the SPD shall have the right to deliver to Procurers, 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 sixty (60) 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 seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurers Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPD shall be free to sell the Contracted Capacity

to any third party of the SPD's choice.

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 and at its discretion require the defaulting Procurer to pay to the Solar Power Generator, 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 Solar Power Generator.

In the event of termination of PPA, damages or charges payable to the STU/CTU , for the connectivity of the plant, shall be borne by the Procurer for six months only.

#### **14 Termination due to Force Majeure**

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.7.3, 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.

## **ARTICLE 14: COMPENSATION FOR OFFTAKE CONSTRAINTS**

In the account of unavailability of Transmission Infrastructure/Grid or in the eventuality of a Back down Constraints may be there to not to schedule Power. Compensation to the Seller will be provided as following: -

### **14.1.1 Compensation for Offtake constraint due to Transmission infrastructure not complete /ready**

After the Scheduled commissioning date, if the Plant is ready but necessary power evacuation/transmission infrastructure is not ready for reasons not attributable to Solar Power Generator Generation leading to offtake constraints, Generation compensation will be provided as follows:

- i) 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 SPP in the succeeding 3 (three) Contract Years, shall be procured by the Procurer at the contracted tariff so as to offset this loss.
- ii) 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.

However, if the plant is ready before SCD, but the off take is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be provided.

### **14.1.2 COMPENSATION FOR OFF TAKE CONSTRAINTS DUE TO GRID UNAVAILABILTY**

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Generator. In such cases the generation compensation shall be addressed by the Procurer in following manner:

<b>Duration of Grid Unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability in a contract year: (only period from 8 am to 6 pm to be counted).	Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract

	<p>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> <p>The excess generation by the SPD equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>
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#### 14.2 OFF TAKE CONSTRAINTS DUE TO BACKDOWN

The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. “Must Run” Status will be provided to Solar Power Projects. In case such eventuality of Back down arises, 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, the Solar Power Producer shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below

<b>Duration of Back down</b>	<b>Provision for Generation Compensation</b>
Hours of Back down during a monthly billing cycle.	<p><b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</b></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>

- b).The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation.
- (c) If back-down / curtailment is ordered prior formal/ written instruction for the same will be issued.
- (d).The details of back-down / curtailment, including justifications for such curtailment, will be made public by the concerned Load Dispatch Centre.”

## **ARTICLE 15: LIABILITY AND INDEMNIFICATION**

### **15.1 Indemnity**

15.1.1 The SPD shall indemnify, defend and hold Procurers harmless against:

- a) any and all third party claims against Procurers 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 Procurers from third party claims arising by reason of:
  - breach by the SPD of any of its obligations under this Agreement, (provided that this Article 15 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement), or
  - any of the representations or warranties of the SPD, if any made under this Agreement, being found to be inaccurate or untrue.

15.1.2 Procurers shall indemnify, 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 Procurers 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 ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of:
  - a breach by Procurers of any of its obligations under this Agreement (Provided that this Article 15 shall not apply to such breaches by Procurers , for which specific remedies have been provided for under this Agreement.) or
  - any of the representations or warranties of Procurers , if any made under this Agreement, being found to be inaccurate or untrue.

### **15.2 Procedure for claiming Indemnity**

#### **15.2.1 Third party claims**

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 15.1.1(a) or 15.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 15.1.1(a) or 15.1.2(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 within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 17.3.2; 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 Arbitrator for which it is entitled to be Indemnified under Article 15.1.1(a) or 15.1.2(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.

### **15.3 Indemnifiable Losses**

15.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(b) or 15.1.2(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 15.3, such event shall constitute a payment default under Article 13.

### **15.4 Limitation on Liability**

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

15.4.2 Procurers 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 Procurers, or any Affiliate of Procurers or any of its officers, directors or shareholders for such claims excluded under this Article.

## **15.5 Duty to Mitigate**

15.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.

## **ARTICLE 16: ASSIGNMENTS AND CHARGES**

### **16.1 Assignments**

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 other than by mutual consent between the Parties to be evidenced in writing:

- Provided that, such consent shall not be withheld if the Seller seeks to transfer to any affiliate all of its rights and obligations 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.
- Provided that, [Procurer] shall permit assignment of any of SPPs rights and obligations under this Agreement in favour of the lenders to the SPPs, if required under the Financing Agreements.

### **16.2 Permitted Charges**

16.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

## **ARTICLE 17: GOVERNING LAW AND DISPUTE RESOLUTION**

### **17.1 Governing Law**

17.1.1 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 arising out of or in connection with this Agreement shall be under the jurisdiction of court in Lucknow.

### **17.2 Amicable Settlement and Dispute Resolution**

#### **17.2.1 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 5.6.2, furnish:
  - a. counter-claim and defenses, if any, regarding the Dispute; and
  - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 10.6.2 if the other Party does not furnish any counter claim or defence under Article 10.6.4 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 10.6.4, the Dispute shall be referred for dispute resolution in accordance with Article 11.3.

### **17.3 Dispute Resolution**

#### **17.3.1 Dispute Resolution by the Appropriate Commission**

17.3.1.1 Where any Dispute (i) arises from a 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, or (ii) relates to any matter agreed to be referred to the Appropriate Commission, such Dispute shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

17.3.1.2 The obligations of the Procurers under this Agreement towards The Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurers.

### **17.3.2 Dispute Resolution through Arbitration**

17.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 17.3.1 such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:

- i) The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.
- ii) The place of arbitration shall be Lucknow. The language of the arbitration shall be English.
- iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v) The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

### **17.4 Parties to Perform Obligations**

17.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 17.3 and save as the Appropriate Commission or the Arbitration Tribunal may 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.

## **ARTICLE 18: MISCELLANEOUS PROVISIONS**

### **18.1 Amendment**

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

### **18.2 Third Party Beneficiaries**

18.2.1 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.

### **18.3 Waiver**

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 authorized representative of such Party:

18.3.1 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.

### **18.4 Confidentiality**

18.4.1 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:

18.4.2 to their professional advisors;

18.4.3 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

18.4.4 disclosures required under Law.

without the prior written consent of the other Parties.

### **18.5 Severability**

18.5.1 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.

## **18.6 Notices**

18.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

18.6.2 If to the Procurers, 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 : Uttar Pradesh Power Corporation Ltd., Shakti  
Bhawan, 14 – Ashok Marg, Lucknow – 226 001

18.6.3 If to the Seller, 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 :M/s -----

-----

-----

18.6.4 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.

18.6.5 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.

## **18.7 Language**

18.7.1 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.

18.7.2 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.

## **18.8 Restriction of Shareholders / Owners' Liability**

18.8.1 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, 1956 or the Companies Act, 2013 as applicable.

## **18.9 Taxes and Duties**

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

18.9.2 The Seller shall be indemnified and held harmless by the Procurers against any claims that may be made against the Seller in relation to the matters set out in Article 18.9.1.

18.9.3 The Seller shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurers by The Seller on behalf of Procurers or its personnel.

## **18.10 No Consequential or Indirect Losses**

18.10.1 The liability of the Procurers and The Seller shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurers claim from one another any indirect or consequential losses or damages.

## **18.11 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 state Grid Code; and
- iii. the terms and conditions of this Agreement;

## **18.12 Independent Entity**

18.12.1 The Procurers shall be an independent entity performing its obligations pursuant to



the Agreement.

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

**18.13 Compliance with Law**

18.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent 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.

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.

Seller:

UPPCL:

M/s -----

Uttar Pradesh Power Corporation Ltd.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: Director  
\_\_\_\_\_

Designation: \_\_\_\_\_

Seal:

Seal:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

1. Name: \_\_\_\_\_

1. Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_  
\_\_\_\_\_

2. Name:

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature:

Signature:

**Schedule 1: Particulars of the Project**

<b>Sr. No</b>	<b>Item</b>	<b>Description</b>
1.	Project Capacity	----- MW
2.	Solar PV Module Make	-
3.	Solar PV Module Model No.	-
4.	Module Rating in kW	-
5.	Technology used	-
6.	<b>Key accessories</b>	-
7.		-
8.		-
9.		-
10.		-
11.	AC/DC/AC System (Yes/No)	-
12.	Rated voltage (V)	-
13.		-
14.		-
15.		-
16.	<b>Units to be generated per annum (kWh) at projected CUF</b>	-
17.	<b>Auxiliary Consumption (kWh)</b>	-
18.	<b>Reactive Power requirement</b>	-
19.	Type of Utilisation	-
20.	<b>Scheduled Month /Year of Commissioning</b>	15 months
21.	<b>Capacity Utilization Factor ( CUF) %</b>	-----%
22.	<b>Type Test Certificate</b>	-
23.	<b>Any Other Documents</b>	-

Seal of Company

Name of Seller:

Date:

Signature:

## Schedule 2: Location of Plant

**To be filled & duly signed by Seller**

<b>S r. N o.</b>	<b>Particulars</b>	<b>Details to be filled up by the Seller</b>
<b>1.</b>	<b>Land purchase date</b>	<b>To be provided separately</b>
<b>2.</b>	<b>Total area of the land in possession</b>	<b>-do-</b>
<b>3.</b>	<b>Name of (a) village (b) Tehsil (c) District Location/Installation</b>	<b>Village- Tehsil- District- State- U.P.</b>
<b>4.</b>	<b>Survey No.</b>	<b>To be provided separately</b>
<b>5</b>	<b>Whether counter-survey of the land is carried out (copy enclosed)</b>	<b>To be provided separately</b>
<b>6.</b>	<b>Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point</b>	<b>To be provided separately in consultation with DISCOM/STU</b>

Seal of Company

Name of Seller: M/s

Date:

Signature:

**Schedule 3: Plant Layout**

**Attach Appropriate Drawings/Documents**

(To be provided separately)

**Schedule 4: Site Drawing**

**Attach Appropriate Drawings/Documents**

(To be provided later)

**Schedule 5: Format for Monthly Power Bill**

**To be prepared as per requirements**

## Schedule 6: Parameters and Technical Limits of Supply

### 1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 132/33 kV  
(Pooling stations)

#### **Short circuit rating:**

As a part of the detailed design process, the Seller shall calculate the short circuit rating (minimum and maximum), and supply this information to the Procurer(s).

**Note:** The tolerances & Electrical characteristics variations will be as per STU / CTU performance Standards. The electrical clearances will be as per relevant standard.

- Basic insulation level of            132kV 33 KV
- Transformer(s)                        550 kVp
- Bushing(s)                             650 kVp
- Equipment                              650 kVp

### 2. Quality of Service

The Seller shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by Procurer(s) / STU / CTU.

The maximum current and voltage waveform distortion shall be in accordance with respective STU / CTU, Engineering Recommendations, System Design and Development Committee, Limits for Harmonics in the United Kingdom Electricity Supply System. District-----, State-Uttar Pradesh of India.

Phase voltage unbalance will be limited to one percent (1%).

### 3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing SERC / CERC regulations and as may be stipulated / specified by DISCOM / STU / CTU



from time to time. The Seller shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code

The Project Site is located at Village----- Tehsil- -----

### **Schedule 7: Technical Limits**

1. The nominal steady state electrical characteristics of the system are as follows:
  - a. three phase alternating current at 50 Hertz plus or minus 0.5 Hertz.
  - b. nominal voltage of .....with +.....% to-.....% variation.
  
2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage of .....KV
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

Remark:(To be finalised in consultation with STU/DISCOM)

### **Schedule 8: Approvals**

1. Consent from the STU / CTU the evacuation scheme for evacuation of the power generated by the----MW Solar Power Projects.
2. Approval of the Electrical Inspectorate, Government of respective State for commissioning of the transmission line and the-----MW Solar Power Projects.
3. Certificate of Commissioning of Solar Power Plant at the Project Site.
4. Certificate of Commissioning of Solar Power Project issued by Concerned SLDC.
5. Permission from all other statutory and non-statutory bodies required for the Project.
6. Clearance from the Airport Authority of India, if required.
7. Clearance from the Department of Forest, Ecology and Environment, if required.

Remark: (To be provided separately)

### **Schedule 9: Testing Procedures**

Seller and Procurer(s) shall evolve suitable testing procedures three (3) months before the Commercial Operation Date of the Project considering relevant standards.

**Schedule 10: Copy of the Tariff Quoted by the Seller**

(Copy Enclosed)

