

\_\_\_\_\_ **GUJARAT VIJ COMPANY LIMITED**

**Draft Power Purchase Agreement (PPA)**

**FOR PURCHASE OF POWER UNDER GOVERNMENT OF GUJARAT'S  
"POLICY FOR DEVELOPMENT OF SMALL SCALE DISTRIBUTED SOLAR  
PROJECTS – 2019"**

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This Power Purchase Agreement is made and entered into at \_\_\_\_\_ on this \_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name of applicant), being (individual / company / proprietorship firm / partnership firm etc) \_\_\_\_\_ (incorporated under \_\_\_\_\_ Act, \_\_) \_\_\_\_\_ having CIN No. / Identity No./ Registration No. \_\_\_\_\_ and its registered Office / address at \_\_\_\_\_ (hereinafter referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

\_\_\_\_\_ Gujarat Vij Company Ltd incorporated under the Companies Act 1956 (1 of 1956) having its Registered office at-----, (hereinafter referred to individually, as "DISCOM" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

WHEREAS Govt. of Gujarat vide Resolution G.R. No.SLR-11-2019-51-B1 dated 06.03.2019 has issued the "Policy for Development of Small Scale Distributed Solar Projects – 2019"

AND, WHEREAS Govt. of Gujarat vide GR No. SLR-11-2019-51-B1 dated 15.11.2019 has issued the "Guidelines for implementation of policy for development of small scale distributed solar projects – 2019"

AND, WHEREAS the Policy for Development of Small Scale Distributed Solar Projects – 2019 stipulates that DISCOM / GUVNL may purchase solar power to fulfil their RPO from Small Scale Distributed Solar Projects for which the applicable tariff shall be as per the mechanism stipulated in the policy.

AND, WHEREAS, Gujarat Urja Vikas Nigam Ltd (GUVNL) had filed a petition no 1802 of 2019 under section 86(1)(b) & (e) of the Electricity Act, 2003 before the Honourable Gujarat Electricity Regulatory Commission (GERC) for approval of the mechanism of applicable tariff for purchase of power under the Government of Gujarat Policy for development of Small Scale Distributed Solar Projects – 2019 and Hon'ble Commission has approved the tariff mechanism vide order dated 08.08.2019.

And WHEREAS, Hon'ble GERC vide order dated 25.03.2021 in Petition No.1954 of 2021 filed by GUVNL has approved the Draft PPA to be signed with Small Scale Distributed Solar Project Developers.

AND, WHEREAS the Power Producer desires to set-up such Solar Photovoltaic Technology based Power Plant of ..... MW capacity (Insert capacity not more than 4 MW) at the location details specified as per Schedule 4 using new Solar Photovoltaic Grid Interactive power plants.

AND, WHEREAS, Gujarat Energy Development Agency, which is a facilitation and nodal agency under the “Policy for Development of Small Scale Distributed Solar Projects – 2019” has registered the Solar Power Project of Power Producer vide letter no. \_\_\_\_ dated \_\_\_\_.

AND, WHEREAS, the Power Producer has taken responsibility to set up requisite power injection system into the Grid System of DISCOM / GETCO.

AND, WHEREAS, the Power Producer has paid supervision charges to DISCOM on \_\_\_\_\_ towards supervision in relation to creation of evacuation line.

AND, WHEREAS the DISCOM agrees to purchase such power for fulfillment of their RPO .

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the Terms & Conditions for sale of power by Power Producer to DISCOM.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, DISCOM AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

## ARTICLE 1: Definitions

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

**"Agreement"** shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

**"ALDC"** shall mean the Area Load Dispatch Centre of respective DISCOM.

**"Approvals"** means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

**"Billing Period"** means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.

**"Billing Date"** shall be the first Business Day after issuance of SEA by SLDC of each Billing Period.

**"Business Day"** shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in (Insert Vadodara / Rajkot / Surat / Mahesana as the case may be).

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

**"Commissioning"** with respect to the project as certified by GEDA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representative authorised by DISCOM/GETCO.

**"Commercial Operation Date (COD)"** shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project.

**"CERC"** means Central Electricity Regulatory Commission.

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

**"Contracted Capacity"** shall mean ..... [Insert capacity] MW AC contracted with DISCOMs for supply by the Power Producer at the Delivery Point from the Solar Power Project. In any 15 minute time block during the entire term of PPA, the injected power shall not exceed the Contracted AC Capacity as well as the inverter capacity shall not exceed Contracted AC Capacity.

**"Contracted CUF"** shall mean the maximum capacity utilization factor of 30% in relation to the contracted capacity of the project and DISCOMs shall not be obliged to purchase power generated from the project beyond such CUF in a Contract Year. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any

Contract Year, if 'X' MWh of energy has been metered at the Delivery Point for 'Y' MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$ ;

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

**"Delivery Point / Interconnection Point"** shall be the point or points of connection at which Electricity is delivered into the Grid System of the DISCOM.

All expenses including losses between the Project and the Delivery Point shall be paid by the Power Producer without any reimbursement by DISCOM. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by DISCOM.

**"Delivered Energy"** means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Gujarat SLDC. In case of net import of energy during a month, the Power Producer shall be required to make payment to DISCOM at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Power Producer shall be eligible for the receiving agreed tariff from DISCOM for such net delivered energy.

**"Discom(s)"** means one or more of the following distribution companies:

- a) Madhya Gujarat Vij Company Limited
- b) Dakshin Gujarat Vij Company Limited
- c) Uttar Gujarat Vij Company Limited and
- d) Pashim Gujarat Vij Company Limited

**"Due Date of Payment"** in respect of a Tariff Invoice means the date, which is 30<sup>th</sup> day from the date of receipt of such invoices by the designated official of the DISCOM.

**"Electricity"** shall mean the electrical energy in kWh (kilowatt-hours).

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

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

**"Expiry Date"** shall mean the date occurring after twenty five (25) years from the Commercial Operation Date of the project.

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

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

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

**"GERC"** means the Gujarat Electricity Regulatory Commission.

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

**"GoG"** shall mean the Government of the State of Gujarat and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

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

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

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

**"Installed Capacity"** shall mean the AC capacity of the Project at the generating terminal(s) and *and shall not exceed Contracted Capacity*.

**"KV"** shall mean Kilovolts.

**"kWh"** shall mean Kilowatt-hour.

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

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

**"Metering Point"** shall mean the point at which energy shall be measured and supplied to DISCOM and shall be determined by DISCOM.

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

**"MW"** means Megawatts.

**"Must Run Status"** shall mean that Project shall not be directed by the DISCOM to shut down or back down due to variations in the generation/consumption patterns or any commercial parameters, merit order dispatches or existence/apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

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

**“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee submitted by the Power Producer for an amount calculated at Rs 5 lakhs / MWin accordance with the GoG Policy for Development of Small Scale Distributed Solar Projects - 2019.

**“Project”** shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer at the location details specified as per Schedule 4 for supply of contracted solar capacity of \_\_\_\_\_ MW and shall have a separate boundry and shall also include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to DISCOMs at the Delivery Point.

**“Project Site”** means any and all parcels of real property, rights of way, easements and access roads located at the location details specified as per Schedule 4, upon which the Project and its related infrastructure will be located as described in Schedule 1 hereto.

**“Prudent Utility Practices”** shall mean 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.

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

**“Scheduled COD” or “Scheduled Commercial Operation Date”** shall mean the date ..... (Insert a date within **18 (eighteen) months** from the date of execution of the PPA.)

**“SEA”** means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

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

**“STU or State Transmission Utility”** shall mean the Gujarat Energy Transmission Company Limited (GETCO).

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

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

**“Technical Limits”** means the limits and constraints described in Schedule 1, relating to the operations, maintenance and dispatch of the Project.

**“Term”** means the term of the Agreement as defined in Article 10.1.



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

## **1.2 Interpretation:**

- a) This agreement shall be governed by the “Policy for Development of Small Scale Distributed Solar Projects – 2019” issued by Govt. of Gujarat vide Resolution G.R. No.SLR-11-2019-51-B1 dated 06.03.2019, “Guidelines for implementation of policy development of small scale distributed solar projects – 2019” issued vide GR No. SLR-11-2019-51-B1 dated 15.11.2019, GERC Order dated 08.08.2019 in Petition No. 1802 / 2019 and GERC Order dated 25.03.2021 in Petition No. 1954 / 2021.
- b) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- c) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

## **ARTICLE 2: Licences, Permits**

The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement. DISCOM will render all reasonable assistance to the Power Producer to enable the latter to obtain such clearances without any legal obligation on part of DISCOM.

Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.

## **ARTICLE 3: Obligations**

### **3.1 Obligations of the Power Producer:**

- (i) The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those Approvals as listed in Schedule 2.
- (ii) The Power Producer shall submit the documents as listed at Schedule 3, within 6 months from the date of signing of PPA.
- (iii) The Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with GETCO/ DISCOM's feasibility.
- (iv) The Power Producer shall sell all the power generated from identified Solar Photovoltaic Grid-Interactive Power Plants to DISCOM and shall not sell to any third party nor consume for captive use other than reasonable auxiliary consumption.
- (v) The Power Producer shall seek approval of GETCO/ DISCOMs in respect of Interconnection Facilities.
- (vi) The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of GETCO/ DISCOMs, as notified to the Power Producer at clause 5 of schedule 1.
- (vii) The Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the Sending Station as per the specifications and requirements of GETCO/ DISCOMs, as notified to the Power Producer, in accordance with Prudent Utility Practices.
- (viii) The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- (ix) The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it.
- (x) For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with GETCO/ DISCOMs, if applicable.
- (xi) To procure start up power required for the plant from respective Discom.
- (xii) Fulfilling all other obligations undertaken by him under this Agreement.
- (xiii) Post commissioning of the solar power plant, during the entire period of the PPA, the Power Producer shall not replace the solar modules, whether damaged or otherwise, without prior consent of DISCOM.

- (xiv) Power Producer shall not change the shareholding / ownership of the project before completion of one year from the date of COD. Any change in ownership of the project shall be allowed only after expiry of one year from commissioning of the project with prior consent of DISCOM

### **3.2 Obligations of DISCOM:**

- (i) DISCOM shall grant Must Run Status to the Project subject to the provisions of applicable regulations and grid code.
- (ii) DISCOM shall be obliged to buy power only upto Contracted CUF of 30% in a contract year

### **3.3 Liquidated Damages for Delay in Commissioning the Project / Solar Photovoltaic Grid Interactive Power Plant beyond Scheduled Commercial Operation Date**

If the project is not commissioned by its Scheduled Commercial Operation Date due to reasons other than mentioned below, the Power Producer shall pay to the DISCOM the Liquidated Damages for delay at the rate of Rs. 3000 per day per MW for the capacity delayed beyond SCOD subject to ceiling of Rs 5 Lacs / MW. Commissioning of the project capacity shall be allowed for the capacity which is ready for commissioning as on SCOD and commissioning of balance capacity, if any, which is delayed beyond SCOD shall be allowed only at one go when full contracted capacity is ready for commissioning. In case of delay of more than 1 year, DISCOM assumes no obligation and has right to recover Liquidated Damages and also to terminate the Power Purchase Agreement for uncommissioned capacity as per provisions of Article 10.

1. The project cannot be Commissioned by Scheduled Commercial Operation Date because of Force Majeure event; or
2. The Power Producer is prevented from performing its obligations because of material default on part of DISCOM.
3. Power Producer is unable to achieve commercial operation on Scheduled Commercial Operation Date because of delay in transmission facilities/ evacuation system for reasons solely attributable to the GETCO / DISCOM.

Provided further that in cases of “conditional connectivity” granted by GETCO on the basis of an undertaking submitted by power producer specifically agreeing to pay Liquidated Damages for delay in commissioning of the project on account of non-operationalization of connectivity / non-evacuation of power due to (a) delay in commissioning of GETCO Sub-station due to eventualities beyond reasonable control of GETCO (b) GETCO Sub-station is not ready for evacuation of power due to unforeseen reasons even though the first mile connectivity is established, the exemption provided at Clause 3.3(3) above shall not be applicable and the power producer shall be liable to pay Liquidated Damages even if the solar power project is ready for commissioning.

## ARTICLE 4: Synchronisation, Commissioning and Commercial Operation

### 4.1 Synchronization, Commissioning and Commercial Operation

- 4.1.1 The Power Producer shall give at least fifteen (15) days written notice to the SLDC / ALDC / DISCOM as the case may be, of the date on which it intends to synchronize the Power Project to the Grid System.
- 4.1.2 Subject to Article 4.1.1, the Power Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (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 Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of GETCO / SLDC / ALDC and GEDA.
- 4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5 The Power Producer shall commission the Project within SCOD.
- 4.1.6 The Power Producer shall be required to obtain Developer and/ or Transfer Permission, Key Plan drawing etc, if required, from GEDA. In cases of conversion of land from Agricultural to Non-Agriculture, the commissioning shall be taken up by GEDA only upon submission of N.A. permission by the Power Producer.
- 4.1.7 The Power Producer shall be required to follow the Forecasting and Scheduling procedures as per the Regulations issued by Hon'ble GERC from time to time. It is to clarify that in terms of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 the procedures for Forecasting, Scheduling & Deviation Settlement are applicable to all solar generators having combined installed capacity above 1 MW connected to the State Grid / Substation including those connected via pooling stations.
- 4.1.8 **Early Commissioning:** The Power Producer shall be permitted for full commissioning of the Project even prior to the SCOD (Schedule Commercial Operation Operation Date) provided they submit the documents listed at Schedule 3.
- 4.1.9 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, the Liquidated Damages shall be applicable as per Article 3.3.

## **4.2 Performance Bank Guarantee**

- 4.2.1 The Performance Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ Bank [PBG shall be from the list of banks approved by Finance Department, Govt. of Gujarat vide GRs issued from time to time] and furnished by Power Producer to DISCOM shall be for guaranteeing the commissioning / commercial operation of the project up to the Contracted Capacity within SCOD.
- 4.2.2 If the Power Producer fails to commission the project on or before Scheduled Commercial Operation Date, DISCOM shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of the Power Producer under this Agreement as per Article 3.3.
- 4.2.3 DISCOM shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3.

## **4.3 Dispatch and Scheduling**

- 4.3.1 The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC / GERC / SLDC / RLDC and maintain compliance to the Grid Code requirements and directions, as specified by ALDC / SLDC / RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on account of this shall be to the account of the Power Producer.

## **4.4 Restrictions on use of Fossil Fuels**

- 4.4.1 Post commissioning of the solar power plant, during the entire period of the PPA, the Power Producer shall not use fossil fuels for generation of power and injection into the grid.

## **ARTICLE 5: Rates and Charges**

- 5.1** DISCOM shall pay to the Power Producer every month for the Delivered Energy as certified in the SEA by Gujarat SLDC, for the Term of this Agreement from the COD, The Tariff payable by DISCOM for energy purchased shall be as below.
- 5.2** DISCOM shall pay a fixed tariff of **Rs. 2.83 / unit** as declared by GUVNL as per GoG Policy and as agreed by the Parties, upon commissioning of Project (as certified by GEDA) for the net Delivered Energy as certified in SEA published by Gujarat SLDC during the period of 25 years life of the Project.
- 5.3** For each KVARH drawn from the grid, the Power Producer shall pay to GETCO / DISCOM at the rate determined by GERC from time to time.
- 5.4** In case of delay in commissioning of the Project beyond SCOD, the provisions as per Article 4.1.9 shall be applicable.
- 5.5** In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 1 Lakh per Project per Transaction Plus GST @18% as Facilitation Fee (non-refundable) shall be deposited by the developer to DISCOM.
- 5.6** The Intra-State ABT is already implemented in the State. Energy certified by SLDC in the SEA shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and Other Regulations of GERC / CERC and amendments thereto from time to time shall be applicable. The provisions of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 as amended from time to time shall be applicable.

## **ARTICLE 6: Billing and Payment**

### **6.1 Billing Provision**

The Billing will be on monthly basis. DISCOM will be billed by the Power Producer based on energy as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied. Any bill raised after a period of three years from the date of certification of SEA shall be barred by limitation and shall not be payable.

### **6.2 Payment**

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

### **6.3 Late Payment**

For payment of Monthly bill by DISCOM, if paid after Due Date of Payment, a late Payment charge shall be payable by DISCOM to the Power Producer at the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

### **6.4 Rebate**

For payment of Monthly Bill by DISCOM, if paid before Due Date of Payment, a Rebate shall be deducted by DISCOM at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$



## **6.5 Disputes:**

In the event of a dispute as to the amount of any Tariff Invoice, DISCOM shall notify the Power Producer of the amount in dispute and DISCOM shall pay the Power Producer 100% of the undisputed amount within the due date provided either party shall have the right to approach the GERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which DISCOM notifies the Power Producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved mutually then such dispute shall be submitted to adjudication by the GERC under Section 86 of Electricity Act 2003 and the GERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. For dispute beyond the power conferred upon the GERC, such dispute shall be subject to jurisdiction of High Court of Gujarat. If the dispute is not settled during such discussion then the payment made by DISCOM shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum plus 7% for the period it retained the additional amount. DISCOM / Power Producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.

## **ARTICLE 7: Metering and Communication**

### **7.1 Reading, Correction and Installation of Meters**

- (i) The metering point will be at the receiving end of GETCO substation / DISCOM Network as the case may be. For the purpose of energy accounting the Power Producer shall install ABT compliant meter at the metering point at the cost of Power Producer.
- (ii) To optimize costs, common dedicated 11 KV transmission line may be set up by a cluster of adjoining developers with appropriate metering at their respective end of project as well as common meter for such project developers at the Interconnection Point. In such case, the energy injection by Power Producer at receiving end shall be worked out on the basis of metering of common meter appropriately apportioned as per meter reading at sending end meter of Power Producer by DISCOM / SLDC / ALDC.
- (iii) Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2006 and amendment thereto. GETCO / DISCOM / SLDC / ALDC shall stipulate specifications in this regard.
- (iv) For facilitating energy accounting & certification, the meters shall mandatorily be equipped with Automatic Meter Reading (AMR) system as per specifications stipulated by GETCO / DISCOM / SLDC / ALDC.
- (v) In addition to main meter, a back up meter shall be required to be installed by the power producer. In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

### **7.2 Sealing and Maintenance of Meters.**

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

- (v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:
- A. the period since immediately preceding test of the relevant Main meter, or
  - B. one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

### **7.3 Records**

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b) any unusual conditions found during operation / inspections;
- c) chart and printout of event loggers, if any, for system disturbances/ outages;
- d) All the records will be preserved for a period of 36 months.

## ARTICLE 8: Force Majeure

### 8.1 Force Majeure Events:

- a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
- i) acts of God;
  - ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
  - iii) acts of war (whether declared or undeclared), invasion or civil unrest;
  - iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or DISCOM of any Law or any of their respective obligations under this Agreement);
  - v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
  - vi) earthquakes, explosions, accidents, landslides; fire;
  - vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
  - viii) chemical or radioactive contamination or ionizing radiation; or
  - ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;
  - x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
- b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:
1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
  2. Delay in performance of any contractor / sub contractor or their agents;
  3. Non performance resulting from normal wear and tear experience in power generation materials and equipments;
  4. Strike or Labour Disturbances at the facilities of affected parties;
  5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and

6. Non performance caused by, or concerned with, the affected party's
  - I. Negligent and intentional acts, errors or omissions;
  - II. Failure to comply with Indian law or Indian Directive; or
  - III. Breach of, or default under this agreement or any Project agreement or Government agreement.
- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 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 any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.
- d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

## **8.2 Available Relief for a Force Majeure Event:**

No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

## **ARTICLE 9: Change in Law**

### **9.1 Definition**

- 9.1.1 "Change in Law" shall refer to the occurrence of any of the following events notified after the date of signing of PPA.
- a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess or similar charges levied by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.
  - b) Introduction/modification/changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty including surcharge thereon which have direct effect on the cost of solar PV modules.

### **9.2 Relief for Change in Law**

- 9.2.1 In case Change in Law. on account of 9.1.1 (a) above results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of GERC.
- 9.2.2 In case of Change in Law on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase/decrease in tariff of 1 paise/unit for every increase/decrease of Rs. 2 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty and/or custom duty to the concerned Authority and with due approval of GERC. This increase/decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.
- 9.2.3 The Power Procurer / DISCOM or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents including proof of payment to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.
- 9.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by GERC.

## **ARTICLE 10: Term, Termination and Default**

**10.1 Term of the Agreement:** This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) from the Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

**Survival:** 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 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (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

### **10.2 Events of Default:**

**10.2.1 Power Producer's Default:** The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

- a. Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 3.3
- b. Fails to supply power in terms of the PPA
- c. O & M Default on part of Power Producer
- d. Failure or refusal by Power Producer to perform any of its material obligations under this Agreement.
- e. Power Producer fails to make any payment required to be made to DISCOM under this agreement within three (3) months after the due date of a valid invoice raised by the DISCOM on the Power Producer.
- f. If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- g. If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer 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 creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or

- h. The Power Producer repudiates this agreement.
- i. Failure to maintain the shareholding/ownership of the project before completion of one year from the date of COD. Any change in ownership of the project shall be allowed only after expiry of one year from commissioning of the project with prior consent of DISCOM.
- j. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

**10.2.2 DISCOM's Default:** The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by DISCOM:

- a. Failure or refusal by DISCOM to pay any portion of undisputed monthly bill for a period of 90 days after due date.
- b. DISCOM repudiates this Agreement.
- c. If DISCOM becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity expressly assumes all obligations under this agreement and is in a position to perform them.

### **10.3 Termination:**

**10.3.1 Termination for Power Producer Default:** Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, DISCOM may deliver a "Default Notice" to the Power Producer in writing, with a copy to the representative of the lenders to the Power producer with whom the Power Producer has executed the Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both DISCOM and the Power Producer to remedy, DISCOM shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

- a. At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to



make payment toward compensation to DISCOM equivalent to six (6) months' billing at normative CUF of 19% of the charges for its contracted capacity. This compensation shall be applicable only in case of termination of project after commissioning of project. Further, the DISCOM shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

- b. In addition to the levy of damages as aforesaid, in the event of a default by the Solar Power Generator, the lenders shall be entitled to exercise their rights to seek substitution of the Solar Power Generator by a selectee, in accordance with the substitution agreement and in concurrence with DISCOM. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the period stipulated by DISCOM, DISCOM may terminate the PPA by issuing a "Termination Notice"
- c. The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 10.3.1 (a.) by an amendment or novation of the PPA in favour of the selectee. The Solar Power Generator shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 1 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to DISCOM.

**10.3.2 Termination for DISCOM's Default:** Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to DISCOM in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon DISCOM to remedy the same.

DISCOM with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the Power Producer may terminate the PPA and require the defaulting Procurer/ DISCOM to pay to the Power Producer, damages, equivalent to 6 (six) months billing at normative CUF of 19%, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Power Producer.

In the event of termination of PPA, any damages or charges payable to DISCOM, for the connectivity of the plant, shall be borne by DISCOM.

## **ARTICLE 11: Dispute Resolution**

- 11.1** All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- 11.2** The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.3** Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4** In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with law.

## **ARTICLE 12: Indemnity**

**12.1 Power Producer's Indemnity:** The Power Producer agrees to defend, indemnify and hold harmless DISCOM, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, DISCOM, or by an officer, director, sub-contractor, agent or employee of the DISCOM.

**12.2 DISCOM's Indemnity:** DISCOM agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of DISCOM, or by an officer, director, sub-contractor, agent or employee of DISCOM except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

## **ARTICLE 13: Miscellaneous Provisions**

- 13.1 Governing Law:** This Agreement shall be interpreted, construed and governed by the Laws of India.
- 13.2 Insurance:** The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.
- 13.3 Books and Records:** The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- 13.4 Waivers:** Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.
- 13.5 Limitation Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- 13.6 Notices:** Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

**In case of the Power Power Producer:**

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

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

Address: \_\_\_\_\_

Ph. Nos.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**In case of DISCOM:**

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

Address : \_\_\_\_\_

Ph. Nos.: \_\_\_\_\_

### **13.7 Severability:**

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

### **13.8 Amendments:**

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, DISCOM may consider any amendment or change that the Lenders may require to be made to this Agreement.

### **13.9 Assignment:**

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from DISCOM for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, DISCOM acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. DISCOM further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

### **13.10 Entire Agreement, Appendices:**

This Agreement constitutes the entire agreement between DISCOM and the Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments

and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit DISCOM and the Power Producer shall consult to resolve the inconsistency.

#### **13.11 Further Acts and Assurances:**

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.



## SCHEDULE 1: Parameters and Technical Limits Of Supply

### 1. Electrical Characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: \_\_\_\_\_

Short circuit rating: As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to DISCOM / GETCO.

**Note:** The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

### 2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

### 3. Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO / DISCOM from time to time. The Power Producer 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.

### 4. Technical Limits of Voltage

- (i) 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 11 KV



- (ii) The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of \_\_\_\_ KV.
- (iii) Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

**5. Specification of Electrical Energy Delivery**

- a) The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. \_\_\_\_\_ is \_\_\_\_ KV. It uses unit connection of generator, generator transformer and unit transformer.
- b) The generated power at \_\_\_\_ KV will be stepped up to \_\_\_\_ KV at the Project Site and connected \_\_\_\_ KV at for the purpose of interconnection with the Grid System.

## **SCHEDULE 2: Approvals**

1. Consent from the GETCO / DISCOM for the evacuation scheme for evacuation of the power generated by the \_\_ MW Solar Photovoltaic Grid Interactive Power Projects (to be taken before signing of PPA).
2. Approval of the Electrical Inspectorate, Government of Gujarat for energization of the transmission line and the solar project installed at the Project Site.
3. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Project
5. Clearance from Department of Forest, Ecology and Environment, if required

**SCHEDULE 3: Documents to be submitted within six months from date of signing of PPA.**

- a) Documents establishing clear ownership of the land in the name of Power Producer OR legal possession of the land in the name of the Power Producer through a long term lease deed for a period of 25 years from proposed scheduled commercial operation date of the project.
- b) In case the power producer wants to develop the project on the land already owned by him, such power producer shall submit the 7 / 12 extracts of the land on which the solar power project is to be installed, in the name of power producer.

### **SCHEDULE 4: Project Location Details**

<b>CAPACITY (MW)</b>	<b>LOCATION DETAILS</b>	<b>SUB-STATION / LINE / METERING / INTERCONNECTION DETAILS</b>