Revised (To be executed after 01.09.2025)

Draft Power Purchase Agreement (PPA)

For purchase of power from **Solar Projects** under Distributed Renewable Energy Bilateral Purchase (DREBP) as per Clause No 16.3.1 of Government of Gujarat's "Gujarat Renewable Energy Policy – 2023" & GERC Tariff order No 6 of 2024

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Power purchase agreement is made and entered into at _____ on this ___ day of _____ between _____ and its registered office / address at _____ (herein after referred to as "RE power producer", which expression shall, unless repugnant to the context or meaning thereof, include it successors and assignees) as a party of first part.

AND

_____ incorporated under the companies Act 1956 having its registered office at _____, (herein after refereed to individually, as "DISCOM/GUVNL" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as a party of second part.

WHEREAS Government of Gujarat vide Resolution GR No. REN/e-file/20/2023/0476/B1 dated 04.10.2023 has issued the "Gujarat Renewable Energy Policy – 2023".

AND, WHEREAS in "Gujarat Renewable Energy Policy – 2023", stipulated that DISCOM may purchase power from Solar project up to 4 MW project capacity to fulfil their RPO for which applicable tariff shall be as per the mechanism stipulated in the said policy.

AND, WHEREAS, GERC has issued tariff order No 06 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and Others from Solar Energy Projects and Other Commercial issues for the State of Gujarat" for procurement of power from solar power project less than 5 MW within the State by distribution licensees and others.

AND, WHEREAS, the RE power producer has taken responsibility to set up requisite power injection system in to the grid system of DISCOM / GETCO.

AND, WHEREAS, the RE power producer has been granted connectivity vide No _____ and executed agreement for grid interconnection with _GVCL / GETCO vide No _____on _____.

AND, WHEREAS the DISCOM/GUVNL agrees to purchase such power for fulfilment of their RPO and RE power producer shall not have any claim on Renewable Purchase obligations from the RE Generation by such projects and carbon credit under any existing/ future mechanism will be as per GERC tariff order.

AND, WHEREAS the parties hereby agree to execute this Power Purchase Agreement setting out the Terms and Conditions for the sale of power by RE power producer to DISCOM.

NOW THEREFORE IN VIEW 0F THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERE IN AFTER SET FORTH, DISCOM AND RE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNEES, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE: 1 DIFINITIONS

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

"ALMM" Approved List of Models and Manufacturers of Solar Photovoltaic Modules and cells issued by Ministry of New and Renewable Energy, Government of India time to time.

"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 Despatch Centre of respective DISCOM.

"Approvals" means the permits, clearances, licensees and consents as are listed in Schedule to 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 Operational Date and end with the metering date corresponding to the month Commercial Operational Date occurs.

"Business Day" shall mean a Day other than Sunday or statutory holiday on which Banks remain open for business at _____.

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

"Commercial Operation Date" shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or last part capacity of the project as case may be.

"Contracted Capacity / Project capacity" shall mean _____ MW AC power contracted with DISCOM/GUVNL for capacity equivalent to application quantum or grant of connectivity whichever is lower for supply by the RE power producer at the Delivery Point from the Solar Power Project. It is to clarify that in any 15 minute time block during the entire term of PPA, the injected power shall not exceed the Contracted AC Capacity.

"Capacity Utilization Factor 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 Mwh / (Y MW*8760)) x 100%.
DISCOMs/GUVNL shall not be obliged to purchase power generated from the project beyond such CUF limit as mentioned in clause No 5.1 of PPA in a contract year.

"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:

1) In the financial year in which the COD occurs, the contract year shall end on the date 31st March and a new contract year shall commence on next 1st April and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
2) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on termination of this agreement whichever is earlier.

"Delivered Energy" Means the kilowatt hours of electricity fed and measured by the energy meter 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 receiving the PPA tariff from DISCOM for such net delivered energy.

"DISCOMs" means one or more of the following distribution company.

1. Paschim Gujarat Vij Company Limited (PGVCL)
2. Madhya Gujarat Vij Company Limited (MGVCL)
3. Dakshin Gujarat Vij Company Limited (DGVCL)
4. Uttar Gujarat Vij Company Limited (UGVCL)

"Due Date of Payment" in respect of Tariff invoice means the date, which is 30th day from the date of receipt of such invoices by the designated officials of the DISCOM/GUVNL.

"Emergency" means a condition or situation of physical damage to dedicated evacuation line/ 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 twenty-five (25) years from the Commercial Operation Date provided that the supply of power shall be limited for a period of 25 years from the COD (unless extended by both the parties on mutual agreement);

Interconnection Point/ Delivery Point shall be the point of connection at which solar project is connected to the Gujarat State grid as approved in grant of connectivity i.e. it shall be at 11 KV / 66 KV bus bar of _____GETCO sub-station.

Project	Project Capacity in MW	Minimum Interconnection Voltage
Solar Project	>0.5 MW to 4.0 MW	11 KV, 3-phase
Solar Project	>4.0 MW up to < 5 MW	66 KV, 3-phase

"Metering Point" shall mean the point at which energy shall be measured for supply/ consumption to/ from DISCOM/GUVNL.

Metering point may be at delivery point i.e. _____GETCO sub-station or Project end (sending end) as approved for energy accounting or any other point meter is required to be installed for energy accounting .

“Must Run Status” shall mean that project except grid security reasons shall not be directed by the DISCOM/SLDC 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 RE 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 RE power producer for an amount calculated at Rs 10 lakhs / MW in accordance with the GERC tariff order No 06 of 2024.

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

“SCHEDULED COMMENCEMENT OF SUPPLY DATE” or “SCSD” shall mean the date _____. (This date shall not exceed 18 months from the date of signing of PPA and read with Article -8).

“SLDC” means the State Load Dispatch Centre as notified by the State Government of Gujarat.

ARTICLE: 2 – LICENCES & PERMITS

I. The RE power producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licences and approval required from time to time by all regulatory / statutory competent authority(ies) in order to enable it to perform its obligations under the Agreement.

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

III. The RE power producer shall acquire or possess the land on sale or lease basis from private / Government for development of RE projects. In case of lease, the lease period shall cover entire term of the PPA. Government land may be allotted for RE projects.

IV. Splitting of the RE projects shall not be allowed. In this context,

a) For any solar project, single eligible RE power producer (including group companies, associates, SPV, partnership firm, LLP) can interconnect less than 5 MW solar project at single receiving end sub-station of GETCO. However solar projects can be installed on separate smaller land parcels of minimum 500 KW capacity subject to total aggregated project capacity shall not be more than above specified limit and same shall be aggregated through internal electrical lines while dedicated evacuation line from project shall be installed up to GETCO sub-station. Further, it is to clarify that not more than one solar project shall be allowed to interconnect to the same substation of the same company or company having common director or the same promoter company or any eligible RE power producer including partnership firm, LLP to avoid splitting of project.

b) It is to clarify that solar and wind project from same land parcel terminating at same receiving end sub-station of GETCO will be eligible as individual solar/wind project subject to maximum capacity as per above (a).

c) Any solar project of single eligible RE power producer (including group companies, associates, SPV, partnership firm, LLP) having interconnection at two different receiving sub-station of GETCO from same land parcel will be treated as single solar project. Maximum capacities as per above (a) will be applicable for individual solar projects.

ARTICLE: 3 – OBLIGATIONS

3.1 Obligations of the RE power producer:

I. The RE 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 RE 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.

III. The RE power producer shall sell all the power generated from identified Solar Power Plants to DISCOM/GUVNL and shall not sell to any third party nor consume for captive use. Otherwise penalty as per, clause No 5.1 (VII) shall be applicable.

IV. The RE power producer shall not connect any load at the RE project. Penalty will be imposed as per applicable rules and regulations for unauthorized use of energy.

V. The RE power producer shall seek approval of GETCO / DISCOMs in respect of interconnection facilities.

VI. The RE power producer shall undertake at its own cost construction / up-gradation of (i) interconnection facilities, (ii) the transmission lines and as per specifications and requirements of GETCO / DISCOMs, as notified to the RE power producer at clause 5 of schedule-1.

VII. The RE power producer shall operate and maintain the project in accordance with Prudent Utility Practices and evacuation infrastructure up to interconnection point.

VIII. The RE 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 assets owned by RE power producer.

IX. The evacuation facility and maintenance of the transmission up to interconnection point may be performed by GETCO / DISCOM on mutual consent basis along with applicable charges for which, the RE power producer shall enter into separate agreement with GETCO / DISCOMs.

X. To procure start up power required for the plant from respective DISCOM at applicable tariff.

XI. Fulfilling all other obligations undertaken by him under this Agreement.

XII. The RE power producer, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the SCSD except with the prior approval of the Procurer. In the event the RE power producer is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the SCSD, except with the prior approval of the Procurer. Further, the RE power producer shall ensure that its promoters shall not cede control of the bidding company/ consortium till 1 (one) year from the SCSD, except with the prior approval of the Procurer. In this case it shall also be essential that the RE power producer shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer. Any change in the shareholding after the expiry of 1 (one) year from the SCSD can be undertaken under intimation to Procurer. In the event the RE power producer is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procurers. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

XIII. The RE power producer shall ensure that at any Instance, Injection of Power from the RE Project must not be beyond Contracted capacity. Any Excess injection of the power beyond Contracted capacity shall be treated as inadvertent flow of energy and no payment shall be made for such excess energy.

XIV. The RE power producer shall ensure that there is no excess injection of energy generation beyond maximum stipulated CUF corresponding to the PPA contracted capacity. Such excess energy shall be considered as inadvertent flow of energy.

XV. The RE power producer shall ensure the project site for solar project as per Article- 2(IV).

XVI. The RE power producer shall have to pay supervision charges before commissioning of projects as applicable to DISCOM/GETCO on cost of material and labour charges of such dedicated evacuation / transmission line as per estimate issued by DISCOM/GETCO.

XVII. Solar modules and cells will be as approved by Ministry of New and Renewable Energy, Government of India, under ALMM and its amendment from time to time read with clause 8.24 of the guidelines.

XVIII. All the mandatory standards issued by MNRE and / or BIS regarding project equipment and material shall be followed.

XIX. The RE power producer shall not undertake any other commercial activity within the project premises except generation of Solar Power under this contract.

XX. The RE power producer shall follow the executive procedure / instructions / guidelines / terms & conditions formulated by Gujarat Energy Development Agency (GEDA- SNA) and single window clearance system "AkshayUrja Setu" portal for setting up Solar projects under the provisions of the Gujarat Renewable Energy Policy-2023 and relevant CEA rules/standards, CERC/GERC orders/regulations and any subsequent amendments regarding the same from time to time.

XXI. RE power producer shall pay all requisite fee / processing charges as mentioned by GEDA/GERC/DISCOM/CEI/SLDC etc.

XXII. The RE power producer can install DC capacity without restriction of contracted capacity subject to grid constraint. The final AC output in no instance shall be more than the AC contracted capacity as specified in PPA. It is to clarify that in any 15 min time block during entire term of PPA, the injected power shall not exceed contracted AC capacity. In case supply of power at delivery point exceed the contracted capacity in any time block, such excess energy shall be considered as inadvertent energy and applicable charges will be recovered as per regulation and no payment shall be made for such excess injection of energy.

XXIII. RE power producer shall have to submit required land documents of project location before commissioning of project.

XXIV. RE Power Producer may upgrade and repower their plants during PPA period at it's own risk and cost. However, GUVNL will be obliged to buy power within the range of CUF, specified in the PPA.

3.2 Obligations of DISCOM:

I. DISCOM / SLDC shall grant Must Run Status to the project subject to the provision of applicable regulations and grid code.

3.3 Liquidated Damages for Delay in Commissioning the Small Solar Project.

I. The Project shall be fully commissioned on or before the Scheduled Commercial Operation Date (SCSD). In this regard, GEDA-State Nodal Agency will physically inspect and certify successful commissioning of the Project.

II. Delay in commissioning beyond SCSD up to 180 days from SCSD shall lead encashment of Performance Bank Guarantee (PBG) on per-day basis at the rate Rs 5555 per MW per day

and proportionate to the contracted capacity that has not commenced supply of power. In case the commissioning of the project is delayed beyond 180 days from SCSD, due to reasons other than mentioned below, the RE power producers' Event of Default as per Article No 9.2.1 (a) of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned up to 180 days from SCSD and bank guarantee proportionate to the balanced capacity not commissioned shall be encashed as liquidated damages. In any case, project commissioned capacity shall not be less than 0.5 MW.

- The project cannot commissioned by SCSD because of Force Majeure event.
- The RE power producer is prevented from performing its obligations because of material default on part of DISCOM/GETCO.
- RE power producer is unable to achieve commercial operation on SCSD because of delay in transmission facilities / evacuation systems for reasons solely attributable to the GETCO / DISCOM.

III. The STU shall cancel the capacity allotment to the extent of capacity not commissioned and the RE power producer shall have no claim on such capacity and pay relinquishment charges as determined by GERC. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website/ "AkshayUrja Setu" for prospective consumers. In case of commissioned capacity less than 0.5 MW upto 180 days from SCSD, total project capacity shall be cancelled with levy of applicable charges.

ARTICLE: 4 – SYNCHRONIZATION, COMMISSIONING & COMMERCIAL OPERATION

4.1 *Delay in Commencement of supply on account of delay in transmission system*

For sale of power to DISCOM/GUVNL from SCSD/COD, the responsibility of obtaining Connectivity up to the delivery point shall be of the RE power producer prior to commencement of supply of power from the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of connectivity by the STU/GETCO/DISCOM and/or there is a delay in readiness of the STU/GETCO/DISCOM substation Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/GETCO/DISCOM network until SCSD of the Project, and it is established that:

I. The RE power producer has complied with the complete application formalities as per the Detailed Procedure as issued by the STU/GETCO/DISCOM,
II. The RE power producer has adhered to the applicable regulations/ procedures in this regard as notified by the CEA/GERC, and
III. The delay in grant of connectivity by the STU/GETCO/DISCOM and/or delay in readiness of the STU/GETCO/DISCOM substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/GETCO/DISCOM network, is a factor attributable to the STU/transmission licensee/DISCOM and is beyond the control of the RE power producer;

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RE power producer, GUVNL/DISCOM may extend the SCSD after examining the issue on a case-to-case basis. Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RE power producer, resulting in any liquidated damages/penalty levied on the GUVNL/DISCOM including Transmission charges under the applicable regulation as notified by GERC, such damages/penalty shall be passed on to the RE power producer.

4.2 Term of Agreement

I. This Agreement shall come into effect from the date of its execution by all the parties and such date shall be referred to as the Effective Date.
II. Agreement shall be valid for a term from the Effective Date until the Expiry Date or the lifespan of solar project as defined by GERC/MoP/MNRE whichever is earlier. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.
III. The RE power producer is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by DISCOM/GUVNL, DISCOM/GUVNL shall not be obligated to procure power beyond the Expiry Date.
IV. After signing of PPA, RE power producer can change project location subject to Article 2 (IV) of this PPA up to SCSD. The project SCSD shall remain unchanged. SPPA will be executed for change in location. The change in interconnection point shall not be permitted.

4.3 Synchronization & Commissioning

I. The RE power producer shall commission the project within SCSD.
II. The RE power producer shall be required to obtain Developer and/or transfer permission, Key plan drawing etc from GEDA, if required.

III. The RE power producer shall give at least fifteen (15) days written notice in advance to the SLDC / ALDC / DISCOM/GUVNL as the case may be, of the date on which it intends to synchronize the power project to the Grid system.

IV. The Power Project may be synchronized by the RE power producer to the Grid System when it meets all the conditions prescribed in the Grid Code along with all other regulatory and Indian legal requirements for synchronization to the Grid system.

V. 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 RE power producer at its generation facility of the Power Project at its own cost. The RE power producer shall synchronize its system with the Grid System only after the approval of DISCOM/ GETCO / SLDC / ALDC and GEDA.

VI. The RE 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. In addition, the RE power producer will inject in-firm power to grid from time to time to carry out operational/ functional test prior to commercial operation which will be considered as inadvertent and not paid . 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.

4.4 Forecasting and Scheduling

I. The RE power producer shall be required to follow the Forecasting and Scheduling procedures as per the Regulations issued by 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 RE power producer having combined capacity above 1 MW connected to the State Grid / Sub-station including those connected via pooling stations.

II. 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 RE power producer.

4.5 Early Commissioning & Part Commissioning

I. Early commissioning of the projects are allowed subjected to availability of establishment of connectivity and land use rights for the early commissioned capacity of the project. Tariff for early commissioned project shall be same as PPA tariff.

II. Part commissioning of the RE projects in phased manner till the date of SCSD will be permitted subject to minimum capacity 0.5 MW. Tariff for part commissioned project shall be same as PPA tariff.

4.6 Performance Bank Guarantee

I. The amount of performance bank guarantee of Rs _____ (from the list of banks approved by Finance Department, GoG) vide No _____ Date_____ furnished by RE power producer to DISCOM/GUVNL shall be for guaranteeing the commissioning / commercial operation of the project up to the Contracted Capacity within SCSD.

II. If the RE power producer fails to commission the project on or before SCSD, DISCOM/GUVNL shall have the right to encash the PBG without prejudice to the other rights of the RE power producer under this Agreement as per Article -3.3.

III. Performance Bank Guarantee shall be valid up to 7 month from date of SCSD of the project with claim period up to 8 months from SCSD.

IV. Performance Bank guarantee will be returned after SCSD of project after taking into account any penalties due on account of delay in commissioning as per the provisions of PPA.

4.7 Restrictions on use of Fossil Fuels

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

ARTICLE: 5 – CUF, TARIFF, CHARGES & COMPENSATION

5.1 CUF

I. The contracted CUF of this project is ____%.

II. CUF of the project shall be declared upfront in the PPA which shall in no case be less than 19% for the solar project. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. RE power producer shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relax-able by GUVNL/DISCOM to the extent of non-availability of grid for evacuation which is beyond the control of the RE power producer.

III. CUF criteria will not be applicable to year of COD and year of termination/expiry of PPA.

IV. RE power producer will be allowed to revise the CUF once within first year after COD. However, revised CUF shall not be less than 19% as mentioned in 5.1 (II).

V. In case of shortfall on CUF beyond minimum CUF specified in 5.1 (II) above, penalty shall be levied at the rate of 1.5 Times of PPA tariff for the shortfall generation corresponding to PPA specified CUF for the contracted capacity of the project. However, this penalty shall not be applicable in events of Force Majeure identified under Article – 8 of PPA with DISCOM/GUVNL affecting supply of power by RE power producer.

VI. Excess injection of energy generation beyond maximum stipulated CUF specified in above 5.1 (II) corresponding to the PPA contracted capacity shall be considered as inadvertent flow of energy and no payment shall be made towards such excess energy.

VII. The RE power producer shall not sell the power from Contracted Capacity to any other third party including Power Exchanges. In case the RE power producer fails to offer the contracted power as per the agreement to DISCOM/GUVNL and sells this power, the damages shall be recovered from RE power producer for an amount equal to higher of :
(a) 1.5 times the tariff as per the PPA for the corresponding contracted power; **and**
(b) The entire sale revenue accrued from Third parties on account of sale of the contracted power.
These damages shall be in addition to other penalties / liquidated damages specified in the PPA.

VIII. DISCOM/GUVNL shall not be obliged to purchase power generated from the project beyond CUF limit as mentioned in clause No (II) above in a contract year.

5.2 Tariff

I. DISCOM/GUVNL shall pay to the RE 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.

II. The tariff payable to selected RE project will be firm for term of PPA period. For solar project, the tariff shall be as per Hon'ble GERC tariff order No 06 of 2024 read with clause No 3.2 (b) & (e) as below.

RE project	Unit	Levelized Tariff	AD benefit	Net Tariff
Solar project less than 5 MW	Rs/Unit	2.76	0.28	2.48

III. RE Power producer **desires to avail AD benefits** or **does not desire to avail AD benefits**. (Strike out whichever is not applicable).

IV. GUVNL shall consider AD benefit taken by developer, if they take accelerated depreciation benefit of 40% with / without additional depreciation.

V. Undertaking (Annexure-D) on stamp paper of Rs 300 shall be submitted for selection of options along with PPA.

VI. The RE power producer shall furnish income tax return along with CA certificate every year to DISCOM/GUVNL to verify as to whether any Accelerated Depreciation (AD) benefits is availed or not. In case of failure to submit requisite IT returns, it will be construed that AD benefits are availed from that year and treatment as explained below will be enforced.

VII. If RE power producer opted for "does not desire to avail AD benefits" resulting in higher tariff and in case at later stage it is observed that RE power producer availed AD benefits, the tariff will be amended as "desires to avail AD benefit" for PPA, along with the recovery from initial date and shall be applicable for entire term of PPA.

VIII. As per above clause (I), DISCOM/GUVNL shall pay a fixed tariff of Rs. ____ / unit 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 PPA.

5.3 Charges

I. For each KVARH drawn from the grid, the RE power producer shall pay to GETCO / DISCOM at the rate determined by GERC from time to time.

II. In the event of change in Ownership /Shareholding / substitution of Promoters or 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 shall be deposited by the RE power producer to DISCOM/GUVNL.

III. 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.

5.4 Compensation

In case of unavailability of transmission / evacuation infrastructure during operation period, no compensation shall be payable by power procurer.

ARTICLE: 6 – BILLING AND PAYMENT

6.1 Billing Provision

The billing will be on monthly basis. DISCOM/GUVNL will be billed by the RE power producer based on energy as certified in SEA of Gujarat by 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/GUVNL 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/ GUVNL.

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 levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity shall be reimbursed by GUVNL / DISCOM as per terms of notification.

6.3 Late Payment

For payment of Monthly bill by DISCOM/GUVNL, if paid after Due Date of Payment, a late payment charge shall be payable by DISCOM to the RE power producer at the rate of seven (7) percent in excess of 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.

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

6.4 Rebate

For payment of monthly Bill by DISCOM/GUVNL, if paid before Due Date of payment, a Rebate shall be deducted by DISCOM at the rate 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 of outstanding payment, calculated on a week or part thereof basis viz.

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

6.5 Payment of Supplementary Bill

I. Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

II. The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.

III. The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

6.6 Disputed Bills

I. If DISCOM/GUVNL does not dispute a Monthly Bill or a Supplementary Bill raised by the RE power producer within thirty (30) days of receiving such Bill shall be taken as conclusive.

II. If DISCOM/GUVNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 100% undisputed amount of the invoice amount and it shall within fifteen days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

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

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

IV. If the RE power producer does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to DISCOM/GUVNL providing:

- Reasons for its disagreement;
- Its estimate of what the correct amount should be; and
- All written material in support of its counter claim.

V. Upon receipt of the Bill Disagreement Notice by DISCOM/GUVNL, authorized representative(s) of DISCOM/GUVNL and RE power producer shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

VI. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 10 of PPA.

VII. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, DISCOM/GUVNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

ARTICLE: 7 – METERING AND COMMUNICATION

7.1 Reading, Correction and Installation of Meters

I. The delivery point will be at the receiving end of GETCO substation. For the purpose of energy accounting the RE power producer shall install ABT compliant meter equipped with Automatic Meter Reading (AMR) at all the metering point at the cost of RE power producer.

II. Common dedicated evacuation / transmission line with pooling station may be set up by adjoining RE power producers as per applicable CEA technical standard and best practices with appropriate metering at their respective end of projects as well as common meter installed at sending end of Pooling station and interconnection point. Further, after commissioning of such dedicated transmission infrastructure, any new RE power producer can also be connected with consent of all RE power producers already connected to such common infrastructure at mutually agreed terms and conditions. For such projects, the energy injection by RE power producer at receiving end shall be worked out on basis of common meter appropriately apportioned as per meter reading at sending end meters of RE power producers by DISCOM/SLDC/ALDC by adherence of following conditions:

   i. DREBP applicant can also share common evacuation line with existing captive / third party users or new captive / third party users.
   ii. DREBP applicant has to build evacuation system as per the project capacity tie-up however applicant shall develop evacuation infrastructure of 4 MW between first gentry of GETCO sub-station and 11 KV panel.
   iii. In case of simultaneous applications, applicants may mutually decide one generator as a lead generator. Else, first applicant (as per the time stamp of the application) will become lead generator.
   iv. In case the lead generator is not able to fully utilize the Dedicated Transmission Line and bay(s), it may share the same with other developer(s) of renewable energy generating station(s) with a view to ensuring optimum utilization of the transmission system.
   v. The 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Gujarat Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.
   vi. The connectivity grantees shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/LTA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of project. (Generators to decide the modalities of sharing the expenditure).
   vii. Lead generator cannot deny any subsequent generator(s) for the utilisation of common infrastructure under sharing mechanism. However, all the applicants have to sign common agreement/consent letter to carry out the project.
   viii. RE generators under sharing mechanism shall connect their plant either through PSS of lead generator or may tap the dedicated line connected between PSS of lead generator and GETCO s/s.

ix. Appropriate ABT meters have to be installed by all the RE generators enable SLDC to carry out energy accounting in accordance with the prevailing regulations/orders.

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 ABT compliant equipped with Automatic Meter Reading (AMR) system at project end, sending end pooling station and interface point i.e. 66 KV Sub-station of GETCO 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 RE 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.

VI. Energy accounting shall be carried out on monthly basis. For RE projects, the responsibility of meter reading at project end, sending end pooling station and interconnection point will be on respective DISCOM / ALDC / SLDC / GEDA as the case may be as per defined procedure of respective tariff order of GERC.

VII. The responsibility of sealing and checking of accuracy of generation meter at project end and panel meter at receiving sub-station will be on DISCOM and will be carried out in presence of GETCO and RE power producer.

VIII. The synchronization of 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.

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 RE 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 RE power producer and at RE 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 RE 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 year.

V. In case, of main and check meters found defective, the energy account will be carried out at generation meter installed at project end after accounting line losses.

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 RE 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 RE power producer or GUVNL 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.

xi) The delay in grant of connectivity/LTA, if applicable, by the STU and/or delay in readiness of the InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network, will be considered as a factor attributable to the STU / transmission licensee and beyond the control of the Parties subject to the following;

(a) The InSTS sub-station at the Delivery Point and the power evacuation and transmission infrastructure of the InSTS network, with which the RE power producer applies for connectivity, shall be scheduled for completion on or before the SCSD of the concerned Project so as to match the two timelines.

(b) Subject to adherence to above, subsequent to grant of connectivity, in case there is a delay in grant / operationalization of connectivity / LTA by STU and/or there

is a delay in readiness of the InSTS sub-station at the delivery point, including readiness of the power evacuation & transmission infrastructure of the InSTS network until SCSD of the project and it is established that;

(c) The RE power producer has complied with the complete application formalities as per the connectivity procedure(s) and the InSTS sub-station at the delivery point at the power evacuation and transmission infrastructure of the InSTS Network with which the RE power producer had applied for connectivity, was scheduled for completion on or before the SCSD of the project and;

(d) The RE power producer has adhered to the applicable procedure in this regard as notified by the GERC / STU and;

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 equipment;
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 15 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. Such notice of Force Majeure shall be a

precondition for recognition of and for claiming any relief for Force Majeure under this Agreement.

d) The affected Party shall also 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.

The event specified at Article 8.1(a)(xi) above and consequent delay shall be treated as delay beyond the control of the parties and both parties shall be eligible for suitable time extension in the SCSD.

ARTICLE: 9 – TERM, TERMINATION AND DEFAULT

9.1 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 9 (Term, Termination and Default), Article 10 (Dispute Resolution), Article 11 (Indemnity), Article 12 (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.

9.2 Events of Default:

9.2.1 RE 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 RE power producer:

a) Failure to commission the project by Scheduled Commencement of Supply Date (SCSD) beyond the period mentioned in Article 3.3
b) Fails to supply power in terms of this PPA
c) O & M Default on part of RE power producer
d) Failure or refusal by RE power producer to perform any of its material obligations under this Agreement.
e) RE 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 RE power producer.
f) If the RE 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 RE 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 RE 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 RE power producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
h) The RE 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. However, 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/GUVNL.
j) Occurrence of any other event which is specified in this Agreement to be a material breach / default of the RE 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 RE power producer shall be construed to be in default.

9.2.2 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/ GUVNL:

I. Failure or refusal by DISCOM/ GUVNL to pay any portion of undisputed monthly bill for a period of 90 days after due date.
II. DISCOM/ GUVNL repudiates this Agreement.
III. If DISCOM/ GUVNL 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/ GUVNL 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.

9.3 Termination:

9.3.1 Termination for RE power producer Default: Upon the occurrence of an event of default as set out in sub-clause 9.2.1 above [except for 9.2.1(a) for which consequences shall be as per Article 3.3, DISCOM/ GUVNL may deliver a "Default Notice" to the RE power producer in writing, which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the RE 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/ GUVNL and the RE 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 RE power producer shall have liability to make payment toward compensation to DISCOM/ GUVNL equivalent to six (6) months' billing at contracted CUF of ___% 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 RE power producer, the lenders shall be entitled to exercise their rights to seek substitution of the Solar RE power producer 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 RE power producer within the period stipulated by DISCOM, DISCOM may terminate the PPA by issuing a "Termination Notice"

c) The lenders in concurrence with DISCOM/ GUVNL, may seek to exercise right of substitution by an amendment or novation of the PPA in favour of the selectee. The Solar RE power producer 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 Ownership / Shareholding/Substitution of Promoters or 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 RE power producer to DISCOM.

9.3.2 Termination for DISCOM's Default: Upon the occurrence of an Event of Default as set out in sub-clause 9.2.2 above, the RE 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/ GUVNL with the prior consent of the RE 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 RE power producer, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the RE power producer may terminate the PPA and require the defaulting Procurer/ DISCOM to pay to the RE power producer, damages, equivalent to 6 (six) months billing at contracted CUF of ___%, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RE power producer.

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

ARTICLE: 10 – DISPUTE RESOLUTION

I. 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.

II. The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

III. 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.

IV. 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: 11 – INDEMNITY

I. RE power producer's Indemnity: The RE 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 RE power producer, or by an officer, director, sub-contractor, agent or employee of the RE 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/ GUVNL, or by an officer, director, sub-contractor, agent or employee of the DISCOM.

II. DISCOM's Indemnity: DISCOM agrees to defend, indemnify and hold harmless the RE 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 RE power producer, or by an officer, director, sub-contractor, agent or employee of the RE power producer.

ARTICLE: 12 – MISCELLANEOUR PROVISIONS

I. Governing Law:
This Agreement shall be interpreted, construed and governed by the Laws of India.

II. Insurance:
The RE power producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.

III. Books and Records:
The RE power producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.

IV. 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.

V. 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.

VI. 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 RE power producer:
Name: _____
Designation: _____
Address: _____
Ph. Nos.: _____ Fax No.: _____

In case of DISCOM/ GUVNL:
Designation: _____
Address : _____
Ph. Nos.: _____

VII. 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.

VIII. 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 / GUVNL may consider any amendment or change that the Lenders may require to be made to this Agreement.

IX. 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.

After commissioning of project, assignment of PPA can be subject to provisions as mentioned in Article 2 (IV) are fulfilled.

Provided however, no approval is required from DISCOM/GUVNL for the assignment by the RE 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/GUVNL acknowledges that the Financing Documents may provide that upon an event of default by the RE power producer under the Financing Documents, the Financing Parties may cause the RE power producer to assign to a third party the interests, rights and obligations of the RE power producer thereafter arising under this Agreement. DISCOM/GUVNL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the RE 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 RE power producer thereafter arising under this Agreement.

X. Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between DISCOM/GUVNL and the RE 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/GUVNL and the RE power producer shall consult to resolve the inconsistency.

XI. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF POWER PRODUCER M/S. Authorised Signatory WITNESSES 1. _____ 2. _____	FOR AND ON BEHALF OF DISCOM/ GUVNL Authorised Signatory WITNESSES 1. _____ 2. _____

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 RE 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 RE 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 / Reactive Power Compensation

The RE power producer shall be capable of supplying dynamically varying reactive power support so as to maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO / DISCOM from time to time. The RE 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.

The dynamically varying reactive support is necessary during transient conditions such as Low Voltage Ride Through (LVRT) or High Voltage Ride Through (HVRT). The fixed capacitor banks can provide reactive support only during steady state and also the support is delivered in steps after time delay. Hence, dynamically varying reactive support could be met either by installation of additional or higher capacity Inverters/WTGs or by providing power apparatus like STATCOM, SVC, Synchronous condenser, etc.

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 / 66 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 **11 KV / 66 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

I. 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.

II. The generated power at ____ KV will be stepped up to **11 KV/ 66 KV** at the Project Site and connected **11 KV/ 66 KV** at _____ GETCO sub-station as per grant of connectivity for the purpose of interconnection with the Grid System.

SCHEDULE 2: Approvals

I. Connectivity from the GETCO / DISCOM for evacuation of the power generated by the ____ MW Solar Photovoltaic Grid Interactive Power Projects. (to be taken before signing of PPA).

II. Agreement for grid interconnection with __GVCL / GETCO vide No _____ dated_____

III. Approval of electrical drawings / method of construction of the Electrical Inspectorate, EPD GoG for lying of lines, CEI Government of Gujarat for energization of the transmission line and the solar project installed at the Project Site.

IV. Permission from all other statutory and non-statutory bodies required for the Project Clearance/commissioning.

V. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by GEDA.

SCHEDULE 3: Project Location Details

Capacity (MW)	Location Details	Name of GETCO Sub-station / Line / Metering / Interconnection Details as per grant of connectivity

- After signing of PPA, RE power producer can change project location subject to Article 2 (IV) of this PPA up to SCSD. The project SCSD shall remain unchanged. SPPA will be executed for change in location. The change in interconnection point as per grant of connectivity shall not be permitted.