

POWER PURCHASE AGREEMENT

for

Procurement of MW Solar Power

from

Solar Power Project

at Village:, Dist:

State:

on Long Term Basis

Between

[]

[Seller]

And

[]

[Procurer]

2014

TABLE OF CONTENTS

DEFINITIONS	5
ARTICLE 1 : PRECOMMISSIONING ACTIVITIES.....	13
SECTION:1.01 SATISFACTION OF CONDITIONS SUBSEQUENT BY THE SELLER	13
SECTION:1.02 CONSEQUENCES OF NON-FULFILLMENT OF CONDITIONS SUBSEQUENT.....	14
SECTION:1.03 CONTRACT PERFORMANCE GUARANTEE	14
SECTION:1.04 RETURN OF CONTRACT PERFORMANCE GUARANTEE	14
SECTION:1.05 DELAY IN ACHIEVING CONDITIONS SUBSEQUENT.....	14
SECTION:1.06 COMMISSIONING.....	15
ARTICLE 2: SUPPLY ARRANGEMENTS.....	17
SECTION 2.01: SUPPLY ARRANGEMENTS UNDER OPEN ACCESS.....	17
ARTICLE 3: SYSTEM OPERATIONS.....	18
SECTION 3.01: OPERATION & MAINTENANCE OF SUPPLY SYSTEM.....	18
SECTION 3.02: SYSTEM OPERATION & SCHEDULING:-	19
SECTION 3.03: OPEN ACCESS:-	19
ARTICLE 4: COMMERCIAL OPERATION.....	20
SECTION 4.01: COMMERCIAL OPERATIONS DATE:-.....	20
SECTION 4.02: PRE COMMERCIAL OPERATIONS:-.....	20
SECTION 4.03: NOTICE OF COMMERCIAL OPERATIONS:-.....	20
ARTICLE 5: SALE AND PURCHASE OF SOLAR POWER.....	22
SECTION 5.01: SALE AND PURCHASE:-.....	22
SECTION 5.02: REACTIVE POWER CHARGES:-.....	22
ARTICLE 6: MEASURING AND METERING	23
SECTION 6.01: METER INSTALLATION & METERING:-	23
SECTION 6.02: ACCOUNTING OF ENERGY:-	24
SECTION 6.03: POWER SHARING AT COMMON METERING POINT:-	24
SECTION 6.04: INSPECTION AND SEALING:-	25
SECTION 6.05:DIFFERENCE IN POWER RECORDED BY MAIN & CHECKMETERS:	25
SECTION 6.06: ERRORS IN MAIN METER BUT NOT IN CHECK METER:-.....	25
SECTION 6.07: ERRORS IN BOTH THE MAIN AND CHECK METERS:-	25
SECTION 6.08: YEARLY CHECKS:-	26
SECTION 6.09: CORRECTION OF METER ERROR:-.....	26
SECTION 6.10: CORRECTION OF METER:-.....	26
SECTION 6.11: RECORDS:-	26
SECTION 6.12: CALIBRATION PROCEDURE:-	26
ARTICLE 7: BILLING AND POWER ACCOUNTING.....	27
SECTION 7.01: BILLING AND POWER ACCOUNTING:-.....	27
SECTION 7.02: TRANSMISSION CHARGES & LOSSES:-.....	27
SECTION 7.03: PAYMENT MECHANISM:-	27
SECTION 7.04: PAYMENTS IN CASE OF DISPUTE:-.....	28
SECTION 7.05: SURCHARGE DUE TO LATE PAYMENT:-	28
SECTION 7.06: TARIFF FOR PURCHASE OF POWER:-.....	29
SECTION 7.07 CDM BENEFIT:-	29
ARTICLE 8: EVENTS OF DEFAULT AND REMEDIES	30
SECTION 8.01: DEFAULTS AND TERMINATION:-	30
SECTION 8.02: REALIZATION OF ELECTRICITY DUTY, CESS & OTHER STATUTORY DUES:-	30
SECTION 8.03: CONSEQUENCE ON ACCOUNT OF PROVIDING WRONG INFORMATION:-	30
SECTION 8.04: SELLER EVENT OF DEFAULT.....	30
SECTION 8.05 MPPMCL'S EVENT OF DEFAULT	32
SECTION 8.06 REMEDY.....	33
SECTION 8.07: SURVIVAL	34
ARTICLE 9: FORCE MAJEURE.....	35
SECTION 9.01: FORCE MAJEURE:-.....	35
ARTICLE 10: AGREEMENT IMPLEMENTATION	36

SECTION 10.01: IMPLEMENTATION OF THE AGREEMENT:-	36
SECTION 10.02: NOTICE:-	36
SECTION 10.03: EFFECTIVE DATE AND DURATION OF AGREEMENT:-	36
SECTION 10.04: AGREEMENT FINAL AND COMPLETE:-	36
SECTION 10.05: WAIVER:-	37
SECTION 10.06: CIRCUMSTANCES NOT COVERED IN THIS AGREEMENT:-	37
SECTION 10.07: ASSIGNMENT:-	38
ARTICLE 11: GRID DISCIPLINE	39
SECTION 11.01: MAINTENANCE OF SYSTEM PARAMETERS:-	39
SECTION 11.02: GRID CODE DISCIPLINE:-	39
SECTION 11.03: LOAD MANAGEMENT:-	39
ARTICLE 12: JURISDICTION & DISPUTE RESOLUTION	40
SECTION 12.01: JURISDICTION:-	40
SECTION 12.02: AMICABLE SETTLEMENT :-	40
12.03 DISPUTE RESOLUTION BY THE APPROPRIATE COMMISSION	40
ARTICLE 13: INDEMNITY, INSPECTION & INSURANCE	42
SECTION 13.01: INDEMNITY:-	42
SECTION 13.02: INSPECTION:-	42
SECTION 13.03: INSURANCE:-	42
ARTICLE 14: MISCELLANEOUS	43
SECTION 14.01: OTHER APPLICABLE CONDITIONS:-	43

TABLE OF ANNEXURES

Annexure I: Copy of the Tariff Proposal submitted by Seller	44
Annexure II: Delivery Point/Metering Point	45
Annexure III: Plant Layout	46
Annexure IV: Site Drawing	47
Annexure V: Plant Description	48
Annexure VI: Monthly Operating Report	49
Annexure VII: Quarterly Generation Report	50
Annexure VIII: Format for Monthly Power Bill	51
Annexure IX: Location of Facility	52
Annexure X: Type Test Certificate	53
Annexure XI: Approval from Electrical Inspector	54

THIS SOLAR POWER PURCHASE AGREEMENT [the “Agreement”] is made on this day of 2014

BETWEEN **MP Power Management Company Limited (MPPMCL)**, a Company incorporated as per the Companies Act 1956 (No.1 of 1956), having its Registered Office at Shakti Bhawan, Rampur, Jabalpur, (M.P) – 482008 (hereinafter referred as **"MPPMCL/ Procurer"** which expression where the context so admits shall include its executors, administrators, legal representative, successors in office and permitted assigns) of the **FIRST PART**

AND **M/s.....**, a Public/Private Limited Company duly incorporated under the Companies Act, 1956 with its registered Office at, (hereinafter referred as **"Company/Seller"**, which expression shall unless repugnant to the context or meaning thereof include its successor in Business, Executors, Administrators, Legal representatives, and permitted assigns) and their plant located atDistrict of..... of the **SECOND PART**

AS WHEREAS the Seller desires to supply MW solar power from Solar Power Plant located at **Villages**,, **Dist;**, **State**....., hereinafter referred to as the “Plant” details of which are given in **Annexure IX**.

and

AS WHEREAS the Seller desires to interconnect the Facility with the State Grid as advised by the State Transmission Company (Transco)/ State Distribution Company (Discom) and deliver to MP Transco/Discom at the point of Delivery, the Solar Power produced by the Plant from the date of commercial operation. The delivery point shall be at 33kV or above in MP periphery i.e. interconnection point of CTU- MPSTU or direct MPSTU,

and

AS WHEREAS the **MPPMCL** has agreed to buy the Solar Power generated from the Seller’s Plant from the date of commercial operation of the Solar Power Project in accordance with and subject to the terms and conditions of this Agreement under ‘Case 1-RE’ bidding procedure through tariff based competitive bidding (as per ‘Guidelines for Tariff Based Competitive Bidding Process for Grid Connected Power Projects Based on Renewable Energy Sources, 2012’ issued by the Government of India),. This PPA will be governed by Madhya Pradesh Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations, 2010 (Revision-1).

PREAMBLE

AND WHEREAS, Energy Department, Government of Madhya Pradesh vide notification dated 20th July 2012 has introduced an incentive policy for encouraging generation of power in Madhya Pradesh through Non-conventional Energy Sources (Solar, Wind, Bio-energy, etc.).

AND WHEREAS, Madhya Pradesh Electricity Regulatory Commission (hereinafter called the “**Commission**”) has issued tariff order dated 01.08.2012. Considering provisions of the Electricity Act, 2003, and, the overall State Policy to support Non Conventional Energy (NCE) sources and the mandatory requirement of procurement of power from NCE sources, MPPMCL would like to continue its endeavor to encourage Non Conventional Energy Sources.

AND WHEREAS, subject to technical feasibility and distribution/ transmission availability, “MPPMCL” has agreed to the proposal of the above Company and agreed to purchase the solar power computed on the basis of CUF defined in this agreement and fed into the transmission/ distribution network of the Transco/Discom at the rate quoted by the Seller.

Thus considering the above aspects, MPPMCL and the Seller hereby sign the PPA.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree to the following:

DEFINITIONS

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

- “ABT”** Availability Based Tariff
- “Act”** Electricity Act 2003 and amendments as in force from time to time
- “Active Power”** Electrical power supplied or consumed during a time interval, being the integral of Active Power with respect to time, measured in the units of watt – hours or standard multiples thereof. One Kilo watt – hour is one unit.
- “Affected Party”** means the Project holder (Seller) or MPPMCL (Purchaser) whose performance has been affected by an event of Force Majeure.
- “Agreement”** Solar Power Purchase Agreement executed between the Seller and MPPMCL (Purchaser) including the Exhibits attached hereto.
- “Appropriate Commission”** shall mean the Central Electricity Regulatory Commission referred to in sub- section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;
- “Alternating Current (AC)”** means the current that reverses its direction of flow periodically.
- “Bidding Guidelines”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Grid Connected Power Projects Based on Renewable Energy Sources” issued by Government of India, Ministry of New and Renewable Energy on December, 2012 under Section – 63 of the Electricity Act and as amended from time to time;
- “Business Day”** means any calendar day, which is not a public holiday in Madhya Pradesh.

“Capacity Utilisation Factor (CUF %)” shall have the same meaning as provided in CERC regulations 2012 (Terms and Conditions for Tariff determination from Renewable Energy Sources) and shall be 19% on Contract Year basis. The seller shall maintain the CUF not less than 12% for solar PV and 14% for Solar Thermal on Contract Year basis (on annual basis) to avoid penalty as provided in the PPA. Further if the seller achieves the CUF greater than 22% for Solar PV and 24% for Solar Thermal in each contract year (on annual basis), MPPMCL shall have the first right of refusal to accept this additional power at the mutually acceptable rate not more than APPC cost as approved by MPERC. Further MPPMCL will not have any obligation to purchase additional power from the seller and seller may sell this additional power to the third parties.

“Capital Cost” means the cost of the project and machinery including other costs such as cost of infrastructure development, cost of improvement in EHV system for Power Evacuation, soft financing costs, administrative cost etc. as approved by Competent Authority of Seller.

“Check Import/ Export Meter” A meter and allied equipment for maintaining a check on performance of Main Import/ Export meter, Check meter means a meter which shall be connected to the same core of Current Transformers (CTs) & Potential Transformers (PTs) to which main meter is connected and shall be used for accounting and billing of electricity in case of failure of Main meter.

“COD Notice” means the meaning set forth in the Agreement.

“Commercial Operation Date (COD)” Shall mean the actual commissioning date of respective Unit(s) of the Power Project where upon the Seller starts injecting power from the Power Project to the Delivery Point;

“Contract Year” or “Contracted 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:

(i) in the financial year in which the actual Commissioning Date would occur, the Contract Year

shall end on the date immediately before the actual Commissioning Date and a new Contract Year shall commence once again from the actual Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement

“Consumer”

Consumer means any person who is supplied with electricity for his own use by a licensee or for the Government or by any other person engaged in the business of supplying electricity to the public under Electricity Act 2003 or any other law for the time being in force, and includes any person whose premises are of receiving electricity with the works of a licensee, the Govt. or such other person, as the case may be.

“Contracted Capacity”

to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point. Higher DC capacity arrays so as to achieve AC capacity limit at the delivery point shall be allowed. If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Delivery Point/Metering Point” shall mean the point at 33kV or above in MP periphery i.e. interconnection point of CTU-MPSTU or direct MPSTU to be described in **Annexure II**. However the transmission charges if applicable, as well as losses to the Delivery Point shall be borne by the Seller. In case of projects outside the state of Madhya Pradesh, metering point shall be at the interconnection point and delivery point shall be MP periphery. Transmission charges if applicable, as well as losses up to the Delivery Point shall be borne by the Seller.

- “Discom(s)”** means a Licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in the State of Madhya Pradesh.
- “Due Date”** means 30th day from date of receipt of seller’s bill by Discom/Transco as the case may be.
- “East Discom, West Discom & Central Discom”** means MP Discoms viz: M.P. Poorv Kshetra Vidyut Vitran Co. Ltd., M.P. Pashchim Kshetra Vidyut Vitran Co. Ltd. & M.P. Madhya Kshetra Vidyut Vitran Co. Ltd.
- “Effective Date”** shall mean the date of signing of PPA by both parties.
- “Financial Closure or Project Financing Agreement”** means arrangement of necessary funds by the Seller either by way of commitment of funds by the company from internal resources and/or tie up of funds through a bank/financial institution by way of sanction of a loan.
- “Financial Year”** means the year commencing from 1st April of the year to 31st March of the next year.
- “Force Majeure Event”** means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event is reasonably unforeseeable, beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, including without limitation an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, transportation delays, unavailability of materials, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of such Party or its Affiliates (whether such cause is similar or dissimilar to the foregoing) or any restraint or restriction imposed by law or by rule, regulation or other acts of governmental authorities, whether central, state or local, provided, however, that for Solar Power generation and provided, further, that

Seller's failure to obtain any of the Permits shall not be a Force Majeure Event.

- “GOI”** means Government of India.
- “GoMP”** means Government of Madhya Pradesh.
- “Grid Code/IEGC or State Grid Code”** shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Subsection (1) of Section 86 of the Electricity Act 2003, as applicable;
- “Injection Point”** shall mean either the CTU Interface (in case the Project is located outside Madhya Pradesh) or the Delivery Point (in case the project in Madhya Pradesh) as specified by the Bidder
- “Interconnection Point”** shall mean the point where the power from the power station switchyard bus of the Seller is injected into the interstate/intrastate transmission system (including the dedicated transmission line connecting the power station with the interstate/intrastate transmission system);
- “kWh”** means kilowatt-hour, a unit of power equal to one kilowatt of power supplied or taken from an electric circuit for one hour.
- “License”** License issued by the CERC/MPERC under section 14 of Electricity Act 2003.
- “Main Import/ Export Meter/Check Meter”** Meter and allied equipment for measurement of active/reactive electrical power import and export at metering point. These meters shall be of 0.2s accuracy class and ABT compatible as per CEA (installation & operation of meters) Regulation 2006/IEGC as applicable and as amended from time to time.
- “MPERC”** Madhya Pradesh Electricity Regulatory Commission Constituted under Section 82 of the Electricity Act 2003.
- “MPUVN/State Nodal Agency of MP”** shall mean the Madhya Pradesh Urja Vikas Nigam established by the Government of Madhya Pradesh in 1982 as the nodal agency for

implementing various programs and policies of the Government of India as well as the State Government for the renewable energy sector. As per policy of GoMP, MPUVN will provide all necessary support towards access to sites, Water allocation and Land acquisition to facilitate the development of solar projects in case the project is established in MP.

- “MWh”** means megawatt-hour, i.e. a unit of power equal to one thousand kWh.
- “MU”** means a unit of power, equal to one million kWh.
- “Operating Records”** means all the agreements/records associated with the Plant, operating logs, and blueprints for construction, operating manuals, all warranties on equipment and all documents whether in printed or electronic format, that the Seller uses or maintains for the operation and maintenance of the Plant.
- “Party/ Parties”** East/West/Central Discom/MPTransco/ MPPMCL /Seller are hereinafter referred to individually as a ‘Party’ & collectively as ‘parties’.
- “Plant”** means the Seller’s Solar electricity generating facility as identified and described in **Annexure III** of this Agreement, the purpose of which is to produce Solar electricity and deliver such electricity to the Point of Delivery. The facility includes without limitation, the Seller’s solar technologies and generators, together with all associated equipment, control systems, safety devices, property, interconnection facilities, buildings, step-up transformers, output breakers, electric lines, overhead transmission lines and any other facilities necessary to connect to the Point of Delivery. The plant description is as given in **Annexure V**.
- “Point of Drawal or Drawal Point”** shall mean the point at 33kV or above in MP periphery i.e. interconnection point of CTU-MPSTU or direct MPSTU
- “Point of Injection or Injection Point”** A connection at which electricity is transferred to the Distribution network of the Discom or the transmission network of transmission licensee.
- “Pooling Point”** shall mean a point where more than one solar PV Projects may connect to a common transmission line built and

operated by the SPD or any third party or by STU on behalf of the SPD. This common transmission line shall further connect with the interconnection/metering point. In this case, metering will be done at the Interconnection point/metering point along with subsidiary meters at the pooling point to determine the generation by each Project.”

- “Power Account”** Periodical account of Electrical Power prepared by RLDC/SLDC.
- “Power Factor”** means is the cosine of the electrical angle between the voltage and current complexors in an AC circuit and expressed in decimal form.
- “Reactive Power (KVAR)”** means the product of voltage, current and the sine of the electrical phase angle between the voltage complexor and current complexor, in relation to AC circuit, measured in volt–amperes reactive (VAr) and in standard multiples thereof.
- “Seller”** shall mean the Successful Bidder/or the Project Company, as the case may be who submit the Contract Performance Guarantee and executes the PPA and other RFP Documents with the Procurer and who shall be responsible for supplying power to the Procurer at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;
- “Site”** means the immovable property on which the Plant will be constructed and located as more specifically described in **Annexure IV** of this Agreement.
- “SLDC/RLDC”** State/Regional Load Dispatch Centre of. Constituted under Section 31 of Electricity Act 2003.
- “Scheduled Commissioning Date”** For Solar Project of capacity MW (to be filled as per quantum indicated in Lol), the commissioning period allowed shall be months from the date of signing of PPA.
- “Solar Energy”** means energy radiation of sun which is converted into Electrical Power with the help of solar technology

- “Solar Energy source”** shall mean the Solar Photovoltaic (PV) and Solar thermal energy sources covered in the Bidding Guidelines;
- “Solar Electric Power”** shall mean power generated from the Solar PV Project.
- “Solar technology”** the accessories including Photovoltaic Panel, concentric collector and other accessories used to convert solar radiation in to electrical power.
- “Trading Licensee”** shall mean the Bidder which is an Electricity Trader and submits its Bid on the basis of an exclusive power purchase agreement executed with the entity developing the generation source from where the power is proposed to be supplied by the Bidder;
- “Term”** means the period of time during which this Agreement shall remain in full force and effect.
- “Test Power”** means the power, which is produced by the Plant and delivered to the Transco/Discom at the Point of Delivery at the time of testing of the Facility prior to Commercial Operation Date.
- “Transco”** State Power Transmission Co. Ltd.

ARTICLE 1 : PRECOMMISSIONING ACTIVITIES

SECTION:1.01 SATISFACTION OF CONDITIONS SUBSEQUENT BY THE SELLER

The Seller agrees and undertakes to duly perform and complete all of the following activities at the Seller's own cost and risk within 210 days from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by MPPMCL:

- a) The Seller shall obtain all Consents, Clearances and Permits required for supply of power to MPPMCL as per the terms of this Agreement;
- b) The Seller shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement.;
- c) The Seller shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point;
- d) The Seller shall sign a Transmission Agreement with CTU/STU confirming the evacuation and connectivity of the CTU/STU system upto the delivery point of Seller by the Scheduled Commissioning date;
- e) The Seller shall produce the documentary evidence of the clear title and possession of the acquired land for Solar Project in the name of Seller
- f) The Seller shall fulfill the technical requirements according to criteria mentioned in RFP and produce the documentary evidence of the same. The Seller would also provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 2 Hectares/MW for Solar PV and 3 Hectares/MW for Solar Thermal is under clear possession of the Seller. In this regard the Seller shall be required to furnish the following documentary evidences:-
 - Ownership or lease hold rights (for at least 25 years) in the name of the Seller and possession of 100% of the area of land required for the allotted project.
 - Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of the Seller and in case private land clear title for ownership.

(Note: (i) Change in the location of land from one place to other location is not permitted after 210 days of signing of PPA or at financial closure, whichever is earlier. (ii) The land should be free from all encumbrances. (iii) The land should neither have been proposed for other purposes & nor should have been mortgaged.)

g) in case of generation source is an existing power station, the Seller shall submit the documentary evidence regarding commissioning of the power station and available surplus capacity equivalent to the capacity offered in its Bid within 60 days of signing of PPA.

h) The Seller shall submit to MPPMCL, relevant documents as stated above, complying with the Conditions Subsequent, within 210 days period from the Effective Date.

SECTION:1.02 CONSEQUENCES OF NON-FULFILLMENT OF CONDITIONS SUBSEQUENT

1.02.1 In case of inability of the Seller to fulfill any one or more of the conditions specified in Article 1.01 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 1.01, shall be extended for the period of such Force Majeure event.

1.02.2 Provided that due to the provisions of this Article 1.02, any increase in the time period for completion of conditions subsequent mentioned under Article 1.01, shall also lead to an equal extension in the Scheduled Commissioning Date.

SECTION:1.03 CONTRACT PERFORMANCE GUARANTEE

1.03.1 The Contract Performance Guarantee to be furnished under this Agreement shall be for guaranteeing the commencement of supply of power up to the Contracted Capacity within the time specified in this Agreement.

1.03.2 If the Seller fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 9, MPPMCL shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of MPPMCL under this Agreement.

SECTION:1.04 RETURN OF CONTRACT PERFORMANCE GUARANTEE

1.04.1 Subject to Article 1.03, MPPMCL, shall return/release the Performance Guarantee three (3) months after the commercial Operation date.

1.04.2 The return/release of the Performance Guarantee shall be without prejudice to other rights of MPPMCL under this Agreement.

SECTION:1.05 DELAY IN ACHIEVING CONDITIONS SUBSEQUENT

In case of delay in achieving any of the Conditions Subsequent under clause 1.01 (a to h), as may be applicable, MPPMCL shall encash CPG as under:

- a. Delay from 0-3 months – 0.25% per week.
- b. Delay from 3-6 months – 0.50% per week for the period exceeding 3 months, apart from (a) above.
- c. Delay from 6-9 months – 0.75% per week for the period exceeding 6 months, apart from (a) and (b) above.
- c. In case of delay of more than 9 months, MPPMCL shall terminate PPA and release balance amount of CPG.

SECTION:1.06 COMMISSIONING

In case of Solar Project of capacity upto 25MW, commissioning of plant shall be within 12 months from the date of financial closure subject to Force Majeure. For capacity beyond 25MW and upto 49 MW, commissioning period shall be within 15 months from the date of financial closure subject to Force Majeure. For capacity beyond 49 MW, commissioning period shall be within 18 months from the date of financial closure subject to Force Majeure.

In case of failure to achieve this milestone, provision of PPA as mentioned below shall apply:-

MPPMCL shall encash the Contract Performance Guarantee (CPG) in the following manner:-

- a. Delay from 0-3 months – 0.25%% per week.
- b. Delay from 3-6 months – 0.50% per week for the period exceeding 3 months, apart from (a) above..
- c. Delay of more than 6 months – 0.75% per week for the period exceeding 6 months, apart from (a) and (b) above.

Part Commissioning: In case of Solar PV Projects, Part commissioning of the Project shall be accepted by MPPMCL subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5 MW. The PPA will remain in force for a period of 25 years from the date of acceptance of respective part commissioning of the project.

1.07 Minimum Equity holding/ Equity Lock-In

1.07.1 The minimum shareholding requirements specified in this Article shall apply to all of the entity/ entities which have made equity investment in the Seller and where the Seller is different from the Successful Bidder.

1.07.2 The aggregate equity share holding of the[Insert “Lead Member” in case the Successful Bidder is a Bidding Consortium OR “the Successful Bidder” in case the Successful Bidder is a Bidding Company] in the issued and paid up equity share capital of the Seller shall not be less than Fifty-one percent (51%) from the Effective Date up to a period of one (1) year after COD.

1.07.3 [Insert in case of Successful Bidder being a Bidding Company] All investors of the Seller, except the Bidding Company, shall be allowed to divest their equity as long as the bidding company hold the minimum equity specified in Article 1.07.2.

[Insert in case of Successful Bidder being a Bidding Consortium] None of the Members of the Seller shall be allowed to divest their equity from the Effective Date up to a period of one (1) year after COD.

1.07.4 In case equity in the Seller is held by the Affiliate(s), Parent Company or Ultimate Parent Company, such Affiliate(s), Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Seller to another Affiliate or Parent Company or Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate /Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate /Parent Company/ Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate/ Parent Company/ Ultimate Parent Company.

1.07.5 All transfers of shareholding of the Seller by any of the entities referred to above, shall be after prior written permission from the Procurer(s).

1.07.6 For computation of effective Equity holding, the Equity holding of the Successful Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in the Seller shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Successful Bidder A directly holds thirty percent (30%) of the equity in the Seller , then holding of Successful Bidder A in the Seller shall be thirty percent (30%);

If Successful Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the Seller, then, for the purposes of ascertaining the minimum equity/ equity lock-in requirements specified above, the effective holding of Bidder A in the Seller shall be fifteen percent (15%), (i.e., 30%* 50%)

1.07.7 The provisions as contained in this Article 15.2 shall override the terms of the consortium agreement submitted as part of the Bid.

1.07.8 [Insert this Article in case the PPA is being signed by the Seller being a Trading Licensee] The provisions contained in Article 1.07.1 to Article 1.07.6 shall not be applicable if the Seller is a Trading Licensee or in case of a Seller being a bidding company and not forming a separate Project Company . However the Seller in such case shall ensure that similar provisions as contained in Article 1.07.1 to Article 1.07.6 are incorporated in the exclusive power purchase agreement submitted by the Seller. In such case, the aforesaid provisions shall be applicable with respect to (Insert name of the majority investor in the Developer). The Seller shall ensure the compliance of the provisions mentioned in this Article 1.07.8 and any default on the part of the Seller in compliance of the same shall be an Event of Default. The Procurer(s) shall have the right to verify the compliance of the provision as mentioned in this Article 1.07.8.

ARTICLE 2: SUPPLY ARRANGEMENTS

SECTION 2.01: SUPPLY ARRANGEMENTS UNDER OPEN ACCESS

1. The power generated through MW Solar Power Project (PV/Thermal Technology) installed by the Company Located at Village ----, Tal: ---, Dist: -----, State: ----- shall be injected into the Transmission/Distribution system of Transco/Discom on 33kV or above side of 33kV/EHV Substation situated at ----- at injection point and utilized for sale to MPPMCL, subject to fulfilling the terms and conditions and protection schemes by the Company as approved by the concerned Transco/Discom's.
2. The Company shall ensure to interconnect and operate the solar power plant in parallel with the grid of Transco/Discom (in the area of the location of the generating unit) system subject to the terms and provisions of this agreement. The Company shall be fully responsible for obtaining and maintaining any or all licenses and permissions required by law. The Company shall abide by any law, rules, regulations or any notification or order issued there under by the Central Govt. or State Govt. or Commission or Local Authority or any other Authority prescribed under the law connected with the project of the Company.
 - a) The Company/Seller shall be fully responsible for the design, construction, testing, operation and maintenance of the solar power plant in accordance with Standard Utility Practices, relevant technical standards and specifications.
 - b) The power evacuation infrastructure laid by the Company/Seller shall be the property of the concerned licensee (Transco/Discom) in whose territorial area the above lines are located notwithstanding the fact that the cost of the said infrastructure has been paid by the Company/Seller and the same shall then be maintained by the concerned licensee at its cost. A separate transfer agreement shall be subsequently signed in this regard with the concerned licensee, if required.
3. The Company shall obtain all statutory and non-statutory permissions required as per open access regulations of central and state regulators, as the case may be, from the state or regional load dispatch centre and/or the state/central transmission utilities.

ARTICLE 3: SYSTEM OPERATIONS

SECTION 3.01: OPERATION & MAINTENANCE OF SUPPLY SYSTEM

1. A Co-ordination Committee consisting of members, one each nominated (within a period of 90 days from date of execution of agreement) by MPPMCL, MPTransco, Discom, and the Seller shall Co-ordinate in respect of the various matters regarding transmission/ wheeling of power through Transmission/Distribution network of MPTransco/Discom. All meetings of the coordination committee shall be convened by MPPMCL. The Committee, among other matters, shall;
 - Check and ensure parameters of equipments, meters, relay settings etc., as per the scheme approved by MPTransco/Discom(s).
 - Monitor grid discipline to be abided by the Seller.
 - Resolve dispute, if any, regarding power account, etc.
 - Monitor any other related issue which may call for monitoring.

2. The Company shall abide by grid discipline/any other discipline as may be mandated by the regulations issued by the appropriate commission and/or as directed by MPPMCL/Transco/Discom, failing which Transco/Discoms reserves the right to discontinue/curtail the facility of pump the power. In case of non-transmission of power, MPPMCL /Transco/Discom(s) shall in no way be responsible for paying any compensation etc. whatsoever.

3. Arrangement, as may be approved by the Discom / Transco/STU/CTU as the case may be shall be provided by the Seller at its own cost for automatic isolation of its system in the event of any fault on any of the two systems of the company and the Discom/Transco/STU/CTU (as the case may be).

4. MPPMCL shall not be responsible for any damage, whatsoever, that may be caused to any equipment installed by Seller on account of any fault in the system and shall not be responsible to pay any compensation for any such damage. At the cost of the Seller, the MP Transco/Discom shall provide rated voltage 33kV or above circuit breaker as the case may be and adequate protection at its end to ensure that no damage is done to its system by the fault in the Seller's system. Relays at MP Transco/Discom Sub-station would be tested at interval of twelve months, and the results would be furnished to company immediately thereafter for their information. The repair/replacement/maintenance of such protection equipments shall be at the cost of the Seller. Relays at Seller's area's grid should be tested at interval of twelve months.

SECTION 3.02: SYSTEM OPERATION & SCHEDULING:-

1. The State Load Despatch Center shall be the Nodal Agency if the project is located in MP, for system operation, power accounting, scheduling, etc. The fees and charges of SLDC as approved by the MPERC shall be payable by the Seller to the SLDC. In case of the system is located in any other state, the Seller has to follow the regulations of the particular SLDC/RLDC and the fees and charges shall be payable by the seller accordingly.
2. The power accounting shall be done as per renewable regulatory fund and in accordance with the balancing and settlement mechanism as approved by the commission from time to time, if made applicable.
3. The implemented power schedule of solar generation shall be given by the Seller based on availability of the generator, weather forecasting, solar insolation, season and normal solar generation curve and shall be vetted by the RLDC/SLDC in which the generator is located and incorporated in the inter-state schedule. The realistic schedule of generation has to be given by Seller to RLDC/SLDC, and also has to submit the modified schedule if required.
4. SLDCs/Control Centres of the States/UTs/DVC, in which the solar power plant is located, shall provide the 15-minute block-wise data of schedule and actual generation from Solar Grid Connected Power Plant as recorded in the Energy Meters to the concerned RLDC and NLDC on a weekly basis as per the requirement of SLDC/RLDC/NLDC. All the data shall be submitted in the form prescribed by the NLDC.
5. Data of scheduled generation and actual generation of solar power and the deviations of generation within the +/- 30% block, +30% to +50% block, and the deviations of generation of solar generator on 15-minute block basis shall be submitted by Seller as per the requirement of the SLDC / NLDC.

SECTION 3.03: OPEN ACCESS:-

1. Open access for transmission of power shall be obtained as per the relevant provisions of CERC/relevant SERC regulations, Seller has to submit no objection certificate from State Load Dispatch Centre / National Load Dispatch Center,
2. All necessary clearance required for granting open access from SLDC / NLDC has to be taken by Seller and the cost for the same has also to be borne by the Seller.

ARTICLE 4: COMMERCIAL OPERATION

SECTION 4.01: COMMERCIAL OPERATIONS DATE:-

The Commercial Operation (COD) shall mean the actual commissioning date of respective Unit(s) of the Power Project where upon the Seller starts injecting power from the Power Project to the Delivery Point;

SECTION 4.02: PRE COMMERCIAL OPERATIONS:-

There shall be no obligation for the Transco/Discom to take delivery of Solar Power prior to Commercial Operation Date, except that the MPPMCL/ Discom shall take all power produced through STU/CTU during the testing of the Plant, without payment of any charges.

SECTION 4.03: NOTICE OF COMMERCIAL OPERATIONS:-

The Seller will specify in a written notice to the MPPMCL that:

- i. The Plant is constructed in accordance with this Agreement and is ready to deliver Solar Power in accordance with the terms hereof;
- ii. All permissions and approvals required for the Plant to sell Solar Power at the rates and terms specified under this Agreement have been obtained and
- iii. All interconnection facilities are available to receive Solar Power from the Plant.

Such notice shall take effect and the Commercial Operations Date will be achieved following the Transco/Discom's declaration that all of the conditions set forth in this Section have been satisfied or waived by the STU/CTU/ MPPMCL/Transco/Discom i.e.:

- a. The Seller has successfully completed the testing of the Plant in accordance with the manufacturer's recommendations and the Seller has obtained and provided to the STU/CTU/Transco/Discom Certificates from the Electrical Inspectorate of GoMP or any other state government authorised agency, and the STU/Transco/Discom's officer as may be designated; in case project is located in MP. In case project is located outside MP, similar certificates be obtained from the concern authority of respective state.

- b. The Seller has delivered to the Transco/Discom a list of the Plant's equipment, showing the make, model, serial number and certified the installed capacity of the Plant;
- c. The Plant has achieved initial synchronization with the Transco/Discom's/ STU/ CTU Grid System and has demonstrated the reliability of its communications systems and communications with the STU/ CTU/ Transco/ Discom;
- d. The Seller has operated the Plant without experiencing any abnormal or unsafe operating conditions on any interconnected system;
- e. The Seller shall also have notified the MPPMCL/Transco/ Discom/ STU/ CTU no later than 30 days prior to the Commercial Operations Date that all the Conditions Subsequent as laid out in clause 1.01 have been met and MPPMCL shall verify the same and shall provide the Seller a written endorsement in this behalf acknowledging the documents, certificates, approvals etc provided by the Seller in this regard.

ARTICLE 5: SALE AND PURCHASE OF SOLAR POWER

SECTION 5.01: SALE AND PURCHASE:-

1. Commencing at COD, Seller will sell and deliver and the MPPMCL will purchase and accept MW of the Solar Power of the Plant at the Point of Delivery, subject to the terms and conditions of this Agreement. The Seller undertakes not to sell any Solar Power (all of which is committed to the MPPMCL) to any other person/agency.
2. **Contracted Capacity & Energy:** MPPMCL shall have the first right of refusal to accept the additional power beyondMillion KWh (MU) [insert value of energy generated corresponding to CUF of.....% for solar PV and% for solar thermal projects] at a mutually acceptable rate which shall not exceed the APPC cost as approved by MPERC for a relevant year. In case first right of refusal is not exercised by MPPMCL, the excess energy beyond the Million kWh (MU) (maximum limit of CUF) can be sold to the third parties by the Seller.
3. **Minimum Performance Penalty:** If for any Contract Year, it is found that the Seller has not been able to generate minimum energy of ---- Million kWh (MU) [corresponding to a CUF of 12% for solar PV and 14% for solar Thermal], on account of reasons solely attributable to the Seller, the non-compliance by Seller shall make Seller liable to pay the compensation, to MPPMCL to remit the amount to Discoms. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be computed at the rate of 25% of the applicable tariff as per this Agreement. The lower limit will, however, be relaxable by MPPMCL to the extent of grid non-availability for evacuation which is beyond the control of the Seller.

SECTION 5.02: REACTIVE POWER CHARGES:-

1. The solar power plant would be deemed to be the generating company and all functions, obligations and duties assigned to such stations under the Electricity Act 2003 would apply to these power stations. These stations would be required to abide by all applicable codes.
2. Reactive energy charges would be paid by the Seller at the rate notified by Commission from time to time to the Transmission/ Distribution Licensees in whose territorial area the generator unit is located.
3. Reactive energy charges shall be recovered from the bill of the seller for energy sold to Procurer.

ARTICLE 6: MEASURING AND METERING

SECTION 6.01: METER INSTALLATION & METERING:-

1. Installation of meter shall be done at the interconnection point as per the scheme approved by MP Transco/Discom and as prescribed under State Grid Code and Balancing and Settlement Code notified by the Commission.
2. The metering arrangement shall mean the point at 33kV or above in MP periphery i.e. interconnection point of CTU- MPSTU or direct MPSTU. Billing of the metered power shall be carried out on a monthly basis. For supply of Solar Power from the plant located in the State of MP, meter reading for supply from the plant will be as certified by Superintending Engineer or his authorised representative not below the rank of Executive Engineer or equivalent rank officer of the area of respective Discom.

In case the Seller executes a Project at two different locations, the metering will be done at a specific delivery point.

In case of pooling is done by the sellers, the sellers shall be responsible for setting up a pooling committee, with representation from each of the Sellers which would liaison with the Procurer(s) and will be responsible for making statements on allocation of power delivered at the Delivery Point to each of the sellers who are parties to the pooling arrangement.

In case the projects that are pooled are supplying power to different Procurers or from different Projects, the electricity supplied by the seller at the Delivery Point to different procurers shall be determined based on the Contracted Capacity of each procurer on prorata basis.

However in case the Quoted tariff is different for the projects that are pooled, the projects shall mandatorily have metering arrangement at the ex-bus of each of the project which will be subjected to metering provisions of MPPMCL.

For supply of Solar Power from outside the state of MP, power supply will be based on the implemented power schedule data of generator as certified by respective RLDC/SLDC in accordance with the CERC guideline no.L-1/94/CERC/2011 dtd 6.02.12 and amendment thereof

3. The seller shall have to install 0.2s accuracy class ABT compatible energy meters at their cost. For the project located outside Madhya Pradesh, the billing shall be done based on energy recorded by the aforesaid ABT compatible meter and appearing in the regional energy account of the respective month.

4. Energy meters installed shall be capable of time-differentiated measurements for time block wise active energy and voltage differentiated measurement of reactive energy.
5. Seller shall provide Data Acquisition System Facility for transfer of information to concerned SLDC/RLDC.

SECTION 6.02: ACCOUNTING OF ENERGY:-

Energy shall be provisionally accounted as per the schedule REA/SEA of RLDC/SLDC as posted on their web site for supply of power by the Seller at the Delivery Point, and final adjustment shall be carried out as per the Monthly Regional Energy Account/State Energy Account.

If there are any charges payable for reactive energy drawl / injection at the point of entry into MP Transco the same shall be to the account of Seller. In case of supply within the state of Madhya Pradesh, accounting will be governed by the monthly Energy Account / Schedule, issued by MP SLDC. SLDC charges payable to MP Transco shall be payable by Seller.

The monthly meter reading shall be taken jointly at Metering Point and acknowledgement thereof shall be signed by the authorized representatives of Transco/ Discom & Seller at or as near as practicable, on the last day of each calendar month or at any other agreed time. If any party fails to attend the joint meter reading at the agreed time, the reading of the party which conducts the reading shall be conclusive for the purpose of this Agreement, provided that the results of such reading be provided to the other party which shall be certified by an officer of the party conducting the meter reading. The joint meter readings shall be submitted by concerned Transco/ Discom to the registered office of SLDC/RLDC, /concerned Transco/ Discom on or before 3rd day of each month.

SECTION 6.03: POWER SHARING AT COMMON METERING POINT:-

Two separate meters would be provided on 33kV or above side of the metering point i.e. at interconnection point for measurement of total power exported and imported, one for export of power generated by the solar power plant for being fed into the grid and one for import of (active and reactive) power from the grid. These meters shall be of 0.2s accuracy class and ABT compatible. A single electronic meter capable of recording export as well as import of active and reactive power is to be provided. The Transco/Discom shall install & maintain the billing meters with its allied equipments at Seller's cost. The Transco/Discom may install an Export/Import meter along with

metering equipments of appropriate accuracy class at the site for recording the net power fed to the Transco/Discom system at their cost which may serve as a Check Meter.

SECTION 6.04: INSPECTION AND SEALING:-

The meter shall be jointly inspected and sealed with a seal owned by each party and shall not be opened, calibrated or tested except in the presence of the representatives of both parties; provided that, if Transco/Discom gives the Seller not less than one weeks prior notice (or where, due to the requirements of this Agreement or any other event or circumstances, it is necessary for such opening, calibration or testing to be carried out within any shorter period, such prior notice as shall be reasonable in the circumstances) that any such meter is to be opened, calibrated or tested, and Seller does not attend such opening, calibration or testing, then the Transco/Discom may proceed with such opening calibration or testing without presence of Seller.

SECTION 6.05: DIFFERENCE IN POWER RECORDED BY MAIN & CHECKMETERS:

If the electrical units computed from the main meter in any month differs from the readings of the concerned check meter by more than $\pm 2.0\%$ both the meters shall be tested as per ISI. If on such testing the main meter error is found to exceed specific limits prescribed in the standards, the electrical power recorded by the main meter for the month concerned shall be revised accordingly, and the main meter shall be recalibrated or replaced by correct meter. Pending results of such testing, power accounting shall continue to be based on the power recorded by the main meter, subject to revision in subsequent month as per result. Charges for such testing shall be borne by the seller.

SECTION 6.06: ERRORS IN MAIN METER BUT NOT IN CHECK METER:-

Where the yearly check or any intermediate checking indicates errors in the Main meter beyond the permissible limit but no such error is noticed in the check meter, billing for the month will be done on the basis of the check meter and main meter will be immediately repaired and recalibrated/replacement at the cost of seller.

SECTION 6.07: ERRORS IN BOTH THE MAIN AND CHECK METERS:-

If during the yearly test/checks or any intermediate checking the errors in both the main meters and the corresponding check meter are found to be beyond permissible limits, the main meter and the check meter shall be immediately repaired and recalibrated and a correction agreed to between the parties will be applicable to the monthly meter reading of the main meter to arrive at the correct power for billing

purpose for the period of the month up to the time of such test repairs and recalibration. Billing for the period thereafter until the next monthly meter reading shall be as per the calibrated main meter.

SECTION 6.08: YEARLY CHECKS:-

All meters shall be checked/ tested for accuracy yearly in presence of both parties and shall be tested as working satisfactory so long as the errors are within the limits prescribed for meters of the specific class. Meter reading of the main meter will form the basis of billing, so long as the yearly checks show that errors if any are within the permissible limit. If the check meter is found to be defective during the yearly checks the fault will be rectified and they will be immediately calibrated or replaced by Transco/Discom.

SECTION 6.09: CORRECTION OF METER ERROR:-

For the purpose of correction to be applied, the meter shall be tested as per the applicable standards. The error at the load and power factor nearest to the average monthly load served at the point during the testing shall be taken as the error to be applied for correction during the period for which correction is required. For the purpose of test & calibration the sub-standard (SS) meter calibrated & sealed by authorized National Accreditation Board of Testing Laboratory (NABL) shall be utilized. This SS meter shall be calibrated once in every TWO years at the above mentioned Meter Testing House/Laboratory at the cost of seller.

SECTION 6.10: CORRECTION OF METER:-

All the periodical checks and calibration shall be conducted in the presence of authorized representatives of Transco/Discom and Seller and results/corrections implemented shall be applicable & binding on both parties. The meters shall be jointly sealed after each calibration or when the seal is broken, on mutual consent of the parties.

SECTION 6.11: RECORDS:-

Transco/Discom and seller each shall compile and maintain records of the meter readings, meter testing, calibration etc. Such records will be made available for inspection by either party during business hours upon reasonable advance notice.

SECTION 6.12: CALIBRATION PROCEDURE:-

Metering system, calibration procedure and the procedure of taking the meter readings could be modified from time to time as may be decided with mutual agreement.

ARTICLE 7: BILLING AND POWER ACCOUNTING

SECTION 7.01: BILLING AND POWER ACCOUNTING:-

Every month, SLDC/RLDC shall intimate to the concerned Transco/Discom (in whose area the drawl point is situated), the net power (kWh) delivered at Delivery Point (Export Units – Import Units = Net Power kWh) for the purpose of billing for sale by the Seller to the grid.

SECTION 7.02: TRANSMISSION CHARGES & LOSSES:-

1. All transmission charges, transmission losses, other open access charges (if any applicable) up to Delivery Point shall be payable by the Seller [in compliance of CERC/SERC regulation amended from time to time].
2. Scheduling charges for any SLDC/RLDC enroute the path up to Delivery Point (if applicable) shall be borne by the Seller.

SECTION 7.03: PAYMENT MECHANISM:-

7.03(i) PAYMENT SECURITY MECHANISM

LETTER OF CREDIT (LC):

1. MPPMCL shall provide to the Seller, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit (“Letter of Credit”), opened and maintained which may be drawn upon by the Seller in accordance with this Article.
2. Not later than one (1) Month before the start of supply, MPPMCL through a scheduled bank at Jabalpur open a Letter of Credit in favour of the Seller, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:
 - i) for the first Contract Year, equal to the estimated average monthly billing;
 - ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year;
3. Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.
4. Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Section 7.03 (i) (2) due to any reason whatsoever, MPPMCL shall restore such shortfall within seven (7) days.
5. MPPMCL shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.
6. MPPMCL shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

7. All costs relating to opening, maintenance of the Letter of Credit shall be borne by MPPMCL.
8. If MPPMCL fails to pay a Monthly Bill or Supplementary Bill or part thereof within and including the Due Date, then, subject to Section 7.03(i) (6), the SPD may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from MPPMCL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, if applicable, in accordance with Section 7.03(i) (5) above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
 - i) a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to Seller and;
 - ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

7.03(ii) As prescribed by the commission, the payment for energy supplied at Delivery Point will be made within 30 days from the date of submission of the bill to MPPMCL subject to clause 7.03(iii).

7.03(iii) For the projects in the state of Madhya Pradesh: The bills shall be submitted to the concerned Discom in whose area the power is delivered. The Discom shall then verify the bills and send the same within seven days of receipts of bill to the MPPMCL, for making payment to the Seller by the due date.

For the projects located outside the state of Madhya Pradesh: In case the project is located outside the state of Madhya Pradesh, the Seller shall provide the statement of energy delivered at the delivery point from RLDC to MPPMCL and Madhya Pradesh SLDC. MPPMCL shall accept such statements from the seller for making payment of energy charges delivered at the delivery point. The seller shall send the statements within seven days of receipts of such statements to the MPPMCL, for making payment to the Seller by the due date.

SECTION 7.04: PAYMENTS IN CASE OF DISPUTE:-

Any dispute shall be first referred to the coordination committee referred to in Section 3.01 Para 1 of the agreement within 45 days of the presentation of bill by the concerned party. The committee shall give a settlement, to be agreed by parties under dispute within 30 days. In case this process does not settle dispute or the parties do not accept above Committee's settlement, then the dispute would be referred to the Commission.

SECTION 7.05: SURCHARGE DUE TO LATE PAYMENT:-

In case of delay beyond the 30 days payment period, the MPPMCL shall pay surcharge on outstanding amount at the rate of 1.25% per month or part thereof.

Rebate: In case the MPPMCL makes payment within 15 days from the date of submission of bill by Seller, a rebate of 1% of billed amount shall be allowed by the Seller.

SECTION 7.06: TARIFF FOR PURCHASE OF POWER:-

1. The applicable tariff for Purchase of Power shall be Rs. /kWh. The tariff has been fixed through competitive bidding process; the copy of the proposal submitted by seller consisting of the price for sale of electricity generated from the Solar Power Plant is attached here with as an **Annexure I**. This tariff shall remain applicable for project life of 25 years and no price escalation shall be applied whatever the case may be.
2. This tariff and applicable conditions would remain constant for the period of operation of the project considering the life of the project as 25 years.
3. The tariff is inclusive of all charges (tax liabilities included).

SECTION 7.07 CDM BENEFIT:-

The proceeds of Carbon Credit from approved CDM project shall be shared between the Seller and Procurer as per regulations of MPERC.

ARTICLE 8: EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01: DEFAULTS AND TERMINATION:-

In case of default, the non-defaulting party shall issue a default notice to the defaulting party. If the default is not fully set right within three months from the date of issue of the default notice, then in case of default by the Seller, the MPPMCL by giving seven days termination notice in writing, may terminate the agreement. In case of default by MPPMCL, the Seller may in the same way terminate the agreement.

SECTION 8.02: REALIZATION OF ELECTRICITY DUTY, CESS & OTHER STATUTORY DUES:-

The Seller shall pay the charges like Electricity Duty, Cess, Tax, Fee, and other statutory charges on the power exported by the Seller, directly to the State Govt., unless specifically exempted by the competent authority. Any amendment in regard to payment of Electricity Duty, Cess and other statutory levies under relevant Acts shall be binding on the Seller.

SECTION 8.03: CONSEQUENCE ON ACCOUNT OF PROVIDING WRONG INFORMATION:-

If the Seller conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement, in any manner whatsoever, the MPPMCL, reserves the right to cancel the Letter of Intent and Bank Guarantee(s) provided under this Agreement shall be forfeited.

SECTION 8.04: SELLER EVENT OF DEFAULT

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute Seller Event of Default:

- i. The failure to commence supply of power to MPPMCL up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of 24 months; or
- ii. If:
 - a. The Seller assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

- b. The Seller transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - Is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - Is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

- iii. If
 - a. The Seller becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - b. Any winding up or bankruptcy or insolvency order is passed against the Seller, or
 - c. The Seller goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the Seller will not be a Seller Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Seller and expressly assumes all obligations of the Seller under this Agreement and is in a position to perform them; or

- iv. The Seller repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from MPPMCL in this regard; or

- v. Except where due to any MPPMCL' s failure to comply with its material obligations, the Seller is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the Seller within thirty (30) days of receipt of first notice in this regard given by MPPMCL.

- vi. Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or

- vii. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Seller.

SECTION 8.05 MPPMCL'S EVENT OF DEFAULT

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

- i. MPPMCL fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the Seller is unable to recover the amount outstanding for the applicable Month; or
- ii. MPPMCL repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Seller in this regard; or
- iii. Except where due to any Seller's failure to comply with its obligations, MPPMCL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by MPPMCL within thirty (30) days of receipt of notice in this regard from the Seller to Procurers ; or
- iv. if
 - MPPMCL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - Any winding up or bankruptcy or insolvency order is passed against MPPMCL, or
 - MPPMCL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
 - Provided that it shall not constitute a MPPMCL's Event of Default, where such dissolution or liquidation of MPPMCL's or MPPMCL's is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to MPPMCL's and expressly assumes all obligations of MPPMCL's and is in a position to perform them; or;

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

SECTION 8.06 REMEDY

1. MPPMCL commits to buy power, as indicated in Section 5.01 (2) of PPA, from Seller at Rs. per kWh for a period of 25 years from COD. In case MPPMCL refuses or is unable to buy the said power, fully or partially, or there is an event of default as per Clause 8.05 of PPA leading to termination of the PPA, the Seller would be free to sell the said power to a Third Party at any rate which will be decided between the Seller and the said Third Party and such sale would be governed by the following principles:

Case-I: Rate of sale of power to third party is less than Rs./kWh

In such a case, MPPMCL would be liable to pay the Seller on a monthly basis the difference in rate x total number of units sold to the Third Party for the energy that the Seller is able to sell for the balance period of 25 years.

Case-II: Rate of sale of power to third party is not less than Rs./kWh

In such a case, Seller would be liable to pay MPPMCL on a monthly basis, 50% of the difference in rate x total number of units in energy that the Seller is able to sell for the balance period of 25 years.

If during the period of default, the rates of sale to the Third Party fall both under Case-I and Case-II at different times, the governing principle for any such period would be in accordance with the rate in that period.

If the energy sold to the third party is lesser than the energy corresponding to the the range of allowed CUF for Solar PV Power plants as defined in the PPA, MPPMCL would be liable to pay for the balance energy actually injected in to the grid at the rate of Rs./kWh for the relevant period in the balance period of 25 years.

2. The Seller commits to sell to MPPMCL the contracted capacity of energy produced from this Power Plant, as indicated in Section 5.01 (2) of PPA, at Rs. /kWh, for a period of 25 years from COD. In case Seller sells, either part or whole of this contracted energy to a Third Party, the Seller would be liable to pay on a monthly basis to MPPMCL for those energy units for the balance period of 25 years at rates by which Rs. per kWh is less than the highest of the following:

- a. MPPMCL's average pooled power purchase cost of the preceding year
- b. MPPMCL's average pooled power purchase cost of solar power for the preceding year [excluding purchase at pooled cost of power purchase, as provided in State Electricity Regulatory Commission (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010],
- c. MPPMCL's average cost of power contracted in the preceding year, if any, and
- d. MPPMCL's average cost of solar power contracted in the preceding year, if any, [excluding purchase at pooled cost of power purchase, as provided in State Electricity Regulatory Commission (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010].

If the above difference in rate is less than half of the difference between the rate at which the power is sold by the Seller to the Third Party and Rs./kWh i.e half of the profit being made by the Seller by diverting the Power to the Third Party, the Seller would be liable to pay on a monthly basis to MPPMCL for those energy units at the later rate i.e. half of the difference between the rate at which power is sold by the Seller to the Third Party and Rs./kWh.

If during the period of default, the case falls under different categories at different times, the governing principle for any such period would be in accordance with the rate in that period.

SECTION 8.07: SURVIVAL

The expiry or termination of the Agreement shall not affect any accrued rights, obligations and liabilities of the parties under the 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 implications, which are to survive after the Expiry Date or termination including those under Article 8 (Event of Defaults and Remedies), Article 9 (Force Majeure), Article 12 (Jurisdiction and Dispute Resolution), Article 14 (Miscellaneous) and other Articles of this Agreement, which expressly or by their nature survive the Term or Termination of this Agreement and which shall continue and survive any expiry or termination of this Agreement.

ARTICLE 9: FORCE MAJEURE**SECTION 9.01: FORCE MAJEURE:-**

1. The parties shall ensure due compliance with the terms of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising due to Force Majeure. But any party claiming the benefit of this clause shall notify the other party of the existence of such an event promptly and give written notice within 15 days time to the other party to this effect. Drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.
2. The parties hereby clarify and agree that the force majeure shall not in any manner relieve the Seller from the obligation to pay applicable charges to MPPMCL / Transco/ Discom.

ARTICLE 10: AGREEMENT IMPLEMENTATION

SECTION 10.01: IMPLEMENTATION OF THE AGREEMENT:-

All discretion to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these covenants, unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorized representative(s) that of each party to other party by registered post. Any other nomination of representative(s) and/or changes in designation shall be informed likewise in writing to/by the Seller within one month of the signing of the Agreement. Not-with-standing any nomination, the authorized representatives at its Registered Office first above mentioned shall be authorized to act for and on behalf of MPPMCL / Transco/ Discom. Any changes in designations/ registered office address shall be intimated in writing to all concerned persons.

SECTION 10.02: NOTICE:-

All notices required or referred to under this agreement, shall be in writing and signed by the respective authorized signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given to the other party, if the notice is delivered or served by registered mail, speed post of Department of posts or by courier service with an acknowledgement due to the signatures or the authorized representatives at their registered office.

SECTION 10.03: EFFECTIVE DATE AND DURATION OF AGREEMENT:-

This agreement shall be deemed to have come into force with effect from the date of signing of this agreement and shall remain in full force for a period of **25 years** from the date of commissioning of last unit of the plant from which solar power is committed to be supplied under this Agreement subject to that the supply of power shall be limited for a period of 25 years from the COD of respective unit(s). This will be subject to revision that may be agreed by the parties provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree unless otherwise permitted by MPERC.

SECTION 10.04: AGREEMENT FINAL AND COMPLETE:-

This agreement supersedes all prior agreements. In case any addition/ alteration in the agreement is required, the same shall be incorporated in a supplementary agreement.

SECTION 10.05: WAIVER:-

1. Any provision of this Agreement is adjudged by a Court having Jurisdiction, to be unlawful void or unenforceable, such provision shall to the extent required, be and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.
2. Failure or delay on the part of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall not be considered as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of such or any other right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party in law or in equity.

SECTION 10.06: CIRCUMSTANCES NOT COVERED IN THIS AGREEMENT:-

- I. The parties acknowledge and accept that in the Agreement it is not possible to envisage all the eventualities that may arise in the course of the dealing between the parties. In the course of the implementation of the Agreement, the parties may be faced with matters, which have not been expressly dealt within this Agreement. The parties shall discuss and find an appropriate solution to such matters amicably and act on best endeavor basis keeping in view the interest of both the parties. If the parties are unable to arrive at a settlement, the matter shall be referred to the MPERC for settlement.
- II. Any new law, regulation or tax or in the event of any change, amendment, modification or repeal of any law, regulation or any change in tax (including without limitation, any withholding taxes, cess, duties, environmental taxes, sales taxes, property taxes, import fees or assessments) of any Government Authority after the date of effectiveness of this agreement, effecting detrimentally or beneficially, shall be binding on both parties in respect of passing such effect on other party.
- III. "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the Seller or any income to the Seller:
 - the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
 - a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Seller;
 - any change in tax or introduction of any tax made applicable for supply of power by the Seller as per the terms of this Agreement. but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Seller, or (ii) any change on account of regulatory measures by the Appropriate Commission.
- IV. Relief for Change in Law
1. The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.
 2. The decision of the State Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

SECTION 10.07: ASSIGNMENT:-

The parties shall not without prior consent of other parties in writing assign, transfer or part with the benefits of this Agreement, either wholly or partly in favour of any person/entity.

ARTICLE 11: GRID DISCIPLINE**SECTION 11.01: MAINTENANCE OF SYSTEM PARAMETERS:-**

The parties to this Agreement will make best efforts to maintain the system parameters within acceptable/reasonable limits as may be prescribed in the regulations issued by the Appropriate Commission from time to time.

SECTION 11.02: GRID CODE DISCIPLINE:-

The concerned Transco/Discom and the Seller shall observe the State/Indian Electricity Grid Code or its amendment if any, and operate their systems to the best of their capacity and resources.

SECTION 11.03: LOAD MANAGEMENT:-

Transco/Discom may ask the Seller to temporarily curtail or stop supply of electricity when necessary on account of the following circumstances:

- a) Inspection/ repairs/ maintenance/ to its Transmission/ Distribution network and associated equipments;
- b) Safety of equipments of the Transco/Discom; and
- c) Force Majeure conditions.

No compensation, whatsoever shall be payable by the MPPMCL /Transco/Discom in this regard.

ARTICLE 12: JURISDICTION & DISPUTE RESOLUTION

SECTION 12.01: JURISDICTION:-

The Agreement shall deem to have been entered into at Bhopal and all disputes and claims, if any, arising out of or in connection with this Agreement shall be settled only at Jabalpur or be triable only and exclusively in any competent Court situated in Jabalpur.

SECTION 12.02: AMICABLE SETTLEMENT :-

12.02.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- (i) a description of the Dispute;
- (ii) the grounds for such Dispute; and
- (iii) all written material in support of its claim

12.02.2 The other Party shall, within thirty (30) days of issue of Dispute Notice issued under 12.02.1.1, furnish:

- (i) counter-claim and defences, if any, regarding the Dispute; and
- (ii) all written material in support of its defences and counter-claim.

12.02.3 Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 12.02.1 if the other Party does not furnish any counter claim or defence under Article 12.02.2 or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 12.02.3, the Dispute shall be referred for dispute resolution in accordance with Article 12.03.

12.03 DISPUTE RESOLUTION BY THE APPROPRIATE COMMISSION

(i) Where any Dispute arising from a claim made by any Party for any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, shall be submitted to adjudication by the MPERC. Appeal against the decisions of MPERC shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

(b) The obligations of the Procurer(s) under this Agreement towards the Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurer(s).

ARTICLE 13: INDEMNITY, INSPECTION & INSURANCE

SECTION 13.01: INDEMNITY:-

The Seller indemnifies the Transco/Discom from any damages which may occur to Transco/Discom's equipments/persons or any third party during the operation of the interconnection by the Solar Power Plant.

SECTION 13.02: INSPECTION:-

The Seller shall allow and accord necessary facility for inspection at all times of its generation, interconnection equipments and records by personal of the MPPMCL /Transco/Discom to ensure their proper functioning. Records of such inspections shall be signed by the authorized representatives of the Seller/ Transco/ Discom/ MPPMCL. The Seller shall be bound to carry out any direction given by the MPPMCL / Transco/ Discom in this regard.

SECTION 13.03: INSURANCE:-

1. The Seller shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

2. Application of Insurance Proceeds

- i. Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.
- ii. If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, MPPMCL shall have no claim on such proceeds of such Insurance.

3 Effect on liability of MPPMCL

- i. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Seller can claim compensation, under any Insurance shall not be charged to or payable by MPPMCL.

ARTICLE 14: MISCELLANEOUS

SECTION 14.01: OTHER APPLICABLE CONDITIONS:-

1. Any variation, waiver or modification of any of the terms of the agreement shall be valid only if, communicated in writing and signed by or on behalf of the parties hereto.
2. All provision of RFP shall be applicable to both the parties i.e. the Seller and the Procurer and these document duly signed by bidders/sellers shall become the part of PPA.
3. The Seller shall be liable to comply and implement the conditions imposed by the State Government/ Central Government /CERC/ MPERC/SERC as the case may be, which may be imposed from time to time.
4. **Compliance with Law:** Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provision contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring in to compliance with the aforesaid relevant provisions as amended from time to time.

In witness whereof the parties hereto have signed this Agreement on this day of 2014.

Seller:
M/s.....

Purchaser:
Madhya Pradesh Power Management Co. Ltd.

Signature:
Name:
Designation: **Authorized Signatory**

Signature:
Name:
Designation:

Witness:
1. Name:
Designation:
Signature:

2. Name:
Designation:
Signature:

Witness:
1. Name:
Designation:
Signature:

2. Name:
Designation:
Signature:

Annexure I: Copy of the Tariff Proposal submitted by Seller

Annexure II: Delivery Point/Metering Point

Attach Appropriate Drawings/Documents

Annexure III: Plant Layout

Attach Appropriate Drawings/Documents

[This information could be provided later]

Annexure IV: Site Drawing

Attach Appropriate Drawings/Documents

[This information could be provided later]

Annexure V: Plant Description
(To be prepared as per MNRE Guidelines)
To be filled and duly signed by Seller

Sr.No	Item	Description
1.	Make	
2.	Model No.	
3.	Rating in kW	
4.	Technology used solar PV	
5.	Key accessories	
6.		
7.		
8.		
9.		
10.		
11.	AC/DC/AC System (Yes/No)	
12.	Rated voltage (V)	V
14.	Peak Irradiance(W/m ²)	m/s
15.	Lowest Irradiance(W/m ²)	m/s
16.	Average Irradiance (W/m ²)	m/s
19.	Units to be generated per annum (kWh) at projected CUF	MU
20.	Auxiliary Consumption (kWh)	kW
21.	Reactive Power requirement	kVAR
22.	Type of Utilisation	
23.	Scheduled Month /Year of Commissioning	
25.	Capacity Utilization Factor (CUF) %	%
27.	Power Curve	Attached
28.	Type Test Certificate	Attached

Seal of Company
Date:

Name of Seller:
Signature:

NOTE: ABOVE INFORMATION TO BE PROVIDED LATER

Annexure VI: Monthly Operating Report

To be prepared as per site requirements.

Annexure VII: Quarterly Generation Report

To be prepared as per site requirements.

Annexure VIII: Format for Monthly Power Bill

To be prepared as per site requirements.

Annexure IX: Location of Facility**To be filled & duly signed by Seller**

Sr. No.	Particulars	Details to be filled up by the Seller
1.	Land purchase date	
2.	Total area of the land in possession	
3.	Name of (a) village (b) Taluka (c) District Location/Installation	
4.	Survey No.	
5	Whether counter-survey of the land is carried out (copy enclosed)	
6.	In case project is established in MP, Shortest distance from the common HT line from the proposed solar power project to MPSEB Sub-station or common export point at project site.	

Annexure X: Type Test Certificate

Attach Appropriate Drawings/Documents

Annexure XI: Approval from Electrical Inspector

Attach Appropriate Drawings/Documents