



## DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

EoI No.01/SE/C/2022/PM/KUSUM/DHBVN

Date: 04.07.2022

### Expression of Interest (EoI)

For Installation of Decentralized Ground/ Stilt Mounted Grid Connected Solar Power Plants of capacity upto 2 MW on barren /fallow/uncultivable /pasture /marshy land/Agricultural land falling within a radius of 5 kms from substations notified by DHBVN under Component-A of *PM KUSUM SCHEME*



Chief Engineer, Commercial, DHBVN

Address: Room No.-228, Vidyut Sadan, Hisar, Haryana, 125001

Tel: 01662-223196; Email: [secommercial@dhbvn.org.in](mailto:secommercial@dhbvn.org.in), [cecommercial@dhbvn.org.in](mailto:cecommercial@dhbvn.org.in)

Website: [www.dhbvn.org.in](http://www.dhbvn.org.in)

**Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN)** invites applications from the interested farmers, group of farmers, Panchayats, Co-operatives, Farmer Producer Organizations (FPO), and Water User Associations (WUA) for setting up of decentralized grid connected ground/ stilt solar PV power plants of capacity upto 2 MW to be connected to respective sub-stations of rural areas notified by DHBVN. Solar Power Plants may be developed, preferably by individual farmers, utilizing their barren /uncultivable /pasture /marshy land. Agricultural land is also permitted under the scheme provided that solar plants are installed in stilt fashion.

- The total aggregate capacity of solar power plants to be setup under this EoI is 26.43 MW.
- Individual capacity upto 2 MW PV Solar Power plants to be set up under this scheme which will be connected to 33/11 kV, 66/11 kV and 132 kV substation.
- The land requirement for setting up a solar power plant shall be 4 acres per MW.
- The Solar Power Plants will be installed preferably within 5 km radius of respective substations.
- The procedure and other terms and conditions for allotment of solar power plants are given in this EoI document.
- The applicants should read the terms and conditions of the scheme document and Power Purchase Agreement (PPA) carefully before submission of their applications.
- The solar power generated by the plant shall be purchased by Haryana Power Purchase Centre (HPPC) at the pre-fixed levelized tariff of Rs.3.11/kWh as notified by Hon'ble Haryana Electricity Regulatory Commission. In case the total aggregate capacity of eligible applications received for a particular sub-station is more than the capacity notified for connectivity at the sub-station, then e-reverse competitive bidding (discount on pre fixed levelized tariff @ Rs.3.11 /kWh) shall be carried out for selection of Solar Power Generators (SPGs) and allocation will be based on the lowest tariff offered in ascending order until the target capacity is achieved.
- DHBVN will issue Letter of Award (LoA) to all the successful applicants up to the

Eol capacity of 26.43 MW.

- On behalf of DHBVN, HPPC will sign the PPA with the successful applicants for purchase of power at the prefixed levelized tariff for a period of 25 years from the Commercial Operation Date (COD) of the plant.
- After online submission, the applicant/SPG will get Registration ID which has to be secured by them for the future correspondence.
- **Details of Fees, Earnest Money, and Schedule for submission of applications:**

1.	E-service fee (Non-refundable)	Rs. 1180 (including GST)
2.	Eol processing fee per MW (Non-refundable)	Rs. 5000/MW + 18% GST
3.	EMD (Earnest Money Deposit) in the form of Bank Guarantee	Rs. 1 lakh /MW
4.	Availability of Eol document on the website <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> <a href="https://www.dhbvn.org.in">https://www.dhbvn.org.in</a>	05.07.2022 (from 17:00 Hrs)
5.	Last date & time for submission of applications on website	26.07.2022 (upto 13:00 Hrs)
6.	Date & Time for opening of bids	29.07.2022 (at 15:00 Hrs)

- For participating in the above Eol process, the applicants shall have to get themselves registered with <https://etenders.hry.nic.in> and get user ID and Password.
- Corrigendum/Addendum/Corrections, if any will be published on the above e-tender website and no separate notice shall be issued.
- DHBVN reserves the right to accept or reject any/or all application(s) and to annul the selection process at any time, without incurring any liability and assigning any reason thereof.

- For any clarification regarding EoI, document clauses and applicable submission contact at 01662-223196
- Email: [secommercial@dhbvn.org.in](mailto:secommercial@dhbvn.org.in)

Chief Engineer/ Commercial  
DHBVN, Hisar

## **1. About the scheme**

Ministry of New & Renewable Energy (MNRE), Govt. of India has launched Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (PM-KUSUM). Under Component-A of this scheme, MNRE has decided to develop decentralized Solar power plants of upto 2 MW capacity that could be directly connected to the existing notified substations of DHBVN. The Solar power Plant will be preferably installed within 5 km radius of the sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses. The aim of the scheme is to raise farmers' income by utilizing their barren / uncultivable land.

## **2. Capacity and land requirement of Solar Plant:**

Individual solar PV power plants of capacity upto 2 MW shall be set up in DHBVN's area of operation for the total capacity of 26.43 MW. The land requirement for setting up a solar power plant shall be 4 acres per MW.

- 2.1.** The Solar PV Power Plant (SPP) will be preferably installed within 5 km radius of the sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses.
- 2.2.** DHBVN shall assess and notify RE generation capacity that can be injected in to notified substation (33/11 kV or 66/11 kV or 132/11 kV) of rural areas and place such notification on its website for information of all stakeholders. Substation list is attached as **Annexure-I**. To facilitate farmers willing to lease out their land for development of Solar plants near above notified substation(s), as per provisions of this scheme, DHBVN may also place list of such farmers on their website. However, the leasing of land of any farmer will be a bi-partite agreement between the farmer and the developer. DHBVN will not be held responsible for any failure in getting the land leased out to the developer.

## **3. Eligibility and Short listing of SPG**

### **3.1. Eligibility**

- 3.1.1.** Farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations/Water User Associations which have their own land or have

land lease agreement shall be eligible for participating under this scheme and will be treated as Solar Power Generators (SPG).

3.1.2. In case the farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations/ Water User associations etc. are not able to arrange equity required for setting up the Solar PV Power Plant, they can opt for developing the SPP through developer(s) which will be considered as SPG in this case. In such a case, the landowner will get lease rent as mutually agreed between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre of land area. The farmer(s) may opt for payment of lease rent directly in their bank account by the DHBVN, from the payment due to the developer. A model Land Lease Agreement to facilitate the beneficiaries has been prepared by MNRE and is attached at **Annexure-II**. However, the terms of Land Lease Agreement may be finalized on mutual consent of concerned parties.

3.1.3. In case, SPG has taken land from a farmer/group of farmers on lease for the project, the amount of monthly lease rent would be paid by the DHBVN to the lessor directly in his/her bank account before 5th day of the month following the month for which the lease rent is due. In such a case, the lease rent paid by the DHBVN will be deducted from monthly payment due to the SPG.

3.1.4. Solar Power Plants may be developed, preferably by individual farmers, utilizing their barren /uncultivable /pasture /marshy land. Agricultural land is also permitted under the scheme provided that solar plants are installed in stilt fashion (i.e. raised structure for installation of Solar panels) and with adequate spacing between panel rows for ensuring that farming activity is not affected.

3.1.5. The applicant must submit a certificate with the application issued by the Tehsildar that the SPG has the ownership of required land at the designated place within 5 kms of the notified sub-station at the time of Bid Submission and that the land is free from any type of dispute and does not fall under section 4 of the Indian Forest Act (attached as **Annexure- III**). The applicant

must also submit the non-encumbrance certificate of the land issued by the Dept. of Revenue, Haryana along with the application form and submit the copy of Aadhaar card, PAN card with the application.

3.1.6. In case, the applicant is Panchayats/Farmers Producer Organizations (FPO)/ Water User associations (WUA), the bidder shall submit the resolution of Gram panchayat or Organization's resolution or Association Committee resolution respectively. They shall also submit registration documents as applicable.

### **3.2. Short-listing of SPG**

3.2.1. The SPG shall submit their Expression of Interest as per the Schedule mentioned in the EoI.

3.2.2. The SPG will not be allowed to apply for more than one solar power plant for a particular sub-station. The application of the SPG will be disqualified if it is found that its proprietor/partner/director/member has also filed another application as proprietor/partner/director/member for another SPG for the same sub-station.

3.2.3. The applicants, who have been issued LoA against the earlier EoI for PM KUSUM Component A scheme, will not be eligible to apply under this EoI.

3.2.4. Incomplete applications, applications without requisite documents or fees, un- readable and poorly scanned documents are liable to be rejected.

## **4. Financial Eligibility**

4.1. Developer setting up the solar power plant will be entitled as Solar Power Generator (SPG) under the Scheme. Developer desirous to set up the solar power plant on the leased land shall meet one of the following eligibility criteria:

It should be,

- i. A Company registered under the Indian Companies Act, 1956 or Companies Act, 2013 amended from time to time.

- ii. Consortium having one member as Lead Member (having 51% of shareholding), shall get it registered under the Companies Act, after getting selected as SPG under Scheme.
- iii. Limited Liability Company.
- iv. Partnership Company
- v. Registered Proprietorship Company

**4.2.** Any consortium, if selected as a successful applicant, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the members in line with the consortium agreement (to be submitted along with the response to EoI) before signing of PPA. The incorporated Project Company/SPV shall have the same shareholding pattern at the time of signing of PPA as given at the time of submission of response to this EoI.

**4.3.** In case of Developer setting up of Solar Power Plant on leased land, the Net-Worth of the developer for the financial year ended on 31.03.2021 should not be less than Rs. 1.00 Crore per MW (of the capacity applied). The Developer shall submit the requisite document in support of the same duly certified from Chartered Accountant. This shall not be applicable for farmers cooperative or panchayats or Farmer Producer Organisations (FPO) /Water User associations (WUA) or farmers setting up REPP in their own lands

**4.4.** Developer shall have to furnish the Performa (attached as **Annexure –IV**) duly Certified from a Chartered Accountant, certifying the Net worth per MW of quoted capacity as on 31st March 2021. For avoidance of doubt, in case developer is a Company then “net worth” shall be as defined in Section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation. In case developer is an Individual or a Propriety Concern or a Co-Operative Society or registered Partnership Firm then the developer shall be required to submit audited annual accounts as required by Indian Laws



**4.5.** The developer should not have been blacklisted by any State / Central Government / Public sector undertakings as on the date of submission of application (self-declaration letter by Authorized signatory with name & seal required).

**5. Notification of sub stations:** - DHBVN has assessed the Solar Energy capacity that can be injected to the notified 33/11 kV or 66/11 kV or 132/11 kV sub-stations in rural areas and has placed the substation list (attached as **Annexure-I**) on its website for information of all stakeholders. The leasing of land of any farmers will be a bi-partite agreement between the farmer and the developer itself and DHBVN will not be held responsible for failure in getting the land leased out to a developer.

## **6. Selection for SPG**

**6.1.** The applications are invited on 'First Come First Serve' basis as per the capacity available on all substations. For enforcing the criteria of First come first serve basis, the time of receipt of the EoI in terms of date, hour, minutes and seconds. For example, application received on 14.02.2020, 15:10:30 (hours:minutes:seconds) will be considered senior to the one received on 14.02.2020, 15:10:31.

**6.2.** If the aggregated capacity received from the eligible applicants on a substation is less than or equal to the spare capacity notified by the DHBVN for that substation, LoA will be issued to the applicants. The electricity produced from the solar power plant will be purchased by HPPC at the pre-fixed levelized tariff of Rs. 3.11/kWh determined by the Hon'ble Haryana Electricity Regulatory Commission (HERC) vide Order dated 20.12.2019.

**6.3.** In case the total aggregate capacity of eligible application received for a particular sub-station is more than the capacity notified for connectivity at the sub-station, then DHBVN shall invite Bids from all these applicants. E-reverse bidding process will be followed and, in such cases, the levelized tariff of Rs 3.11 /kWh determined by Hon'ble HERC shall be considered as ceiling tariff for reverse bidding process. All eligible applicants shall have to submit tariff bids within a prescribed time.

**6.4.** Allocation will be based on the lowest tariff offered in ascending order until the target power capacity notified for each substation is achieved. In case of tie, the SPGs shall be selected as under: -

6.4.1. In case the tariff quoted by two or more participants is same and the capacities of plants offered by the participants is also same, then allottee / SPG would be selected by draw of lots and the bidder selected first shall be ranked higher than the second bidder in the selection list.

6.4.2. In case the tariff is same, and the capacity of plants offered is different, then allocation shall be made to the SPG offering higher capacity plant which would be near / equal to the notified capacity or to two or more SPGs whose total capacity will be equal to the notified capacity.

**6.5.** The solar PV power plants will be allocated to the selected SPGs by issuing letters of Award at the prefixed / net tariff fixed for the plant as the case may be.

**6.6.** The SPG agrees and undertakes to make Project Financing Arrangements for its Project and shall provide necessary documents to DHBVN in this regard within six months from the date of issue of LoA by DHBVN for the project.

**6.7.** The SPG shall submit the copy of the Detailed Project Report (DPR) of the project in case it is submitted to the Financial Institution for financial closure within 6 months from the date of issue of LoA. The report shall generally contain executive summary, selected solar PV technology, plant and equipment design criteria, power evacuation systems and grid interaction, construction program schedule, permits and licenses / clearances required, social and environment impact assessment, risk assessment, project cost estimate and financial analysis, grid feasibility clearance etc. of the project.

## **7. Schedule for different activities:**

<b>Sr. No.</b>	<b>Event</b>	<b>Date</b>
1.	Start date and time for submission of applications on the web portal	05.07.2022 (from 17:00 Hrs)
2.	Last date and time for submission of applications on the web portal	26.07.2022 (upto 13:00 Hrs)

3.	Date & Time of opening of submitted applications	29.07.2022 (at 15:00 Hrs)
4.	Issue of Letter of Award	Zero date
5.	Submission of PBG to DHBVN	At the time of bid submission*
6.	Signing of Power Purchase Agreement with HPPC	Within 2 months from the date of issue of LoA
7.	Submission of Application for grid feasibility clearances to CE planning or another concerned officer of DHBVN/HVPL	Within 1 month from the date of signing of PPA.
8.	Submission of DPR, Financial closure documents and Grid Feasibility clearance report to DHBVN.	Within 6 months from the date of issue of LoA.
9.	Granting of feasibility clearances by DHBVN/HVPL	Within 2 months from the date of submission of application
10.	Commissioning of the Project.	Within 12 months from the date of issue of LoA.
11.	Commissioning of the project with liquidated damages	Within 14 months from the date of issue of LoA
12.	Termination of PPA for non- commissioning of the plant / un- commissioned capacity.	On completion of 14 months from the date of issue of LoA

*\*EMD submitted at time of bid submission shall be converted to PBG for the successful bidders*

## **8. Submission of Performance Bank Guarantees.**

**8.1.** Applicants desirous for setting up solar power plant under the scheme will submit Earnest Money Deposit (EMD) of Rs. 1 lakh/MW in form of Bank Guarantee along with EoI. The EMD of Rs. 1 lakh/MW will be converted into Performance Bank Guarantee (PBG) for the successful bidder, who has signed PPA within the stipulated time period. The bank guarantee shall be in the favour of Chief Engineer Commercial, Dakshin Haryana Bijli Vitran Nigam, Room No. 228, Vidyut Sadan, Hisar, Haryana (India).

- 8.2. The PBGs shall have validity for a period of 12 months from the date of issuance of LoA.
- 8.3. EMD of the applicants not selected under the scheme shall be returned within 15 days from the date of issuance of Letter of Award (LoA) to the selected SPG.
- 8.4. PBG will be returned immediately after the successful commissioning of the project, after considering any penalties due to delay in commissioning as per the Model PPA and MNRE Guidelines.
- 8.5. In case farmer / SPG submits the PBG but fails to execute the PPA within the stipulated period, the EMD shall be forfeited / en-cashed by DHBVN as penalty.

## **9. Power Purchase Agreement (PPA)**

- 9.1. The Power Purchase Agreement, as per the relevant MNRE guidelines, to be executed between HPPC and the SPG is provided in the **Annexure-V**.
- 9.2. The selected SPG shall execute PPA with the HPPC within 2 months from the date of issue of LoA.
- 9.3. The PPA shall be for a period of 25 years from the date of COD.
- 9.4. The SPG will be free to operate the plant after expiry of the 25 years of PPA period if other conditions such as land lease, permits etc. are met. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the SPG and HPPC.
- 9.5. As a measure of payment protection, DHBVN shall provide Letter of Credit (LC) and ESCROW account to SPG as per the terms and conditions specified in the PPA.

## **10. Capacity Utilization Factor of Solar Plant**

- 10.1. It is mandatory for SPG to maintain Capacity Utilization Factor (CUF) of at least 15% annually during the entire period of Power Purchase Agreement and SPG has to generate minimum energy corresponding to CUF of 15%.

## **11. Connectivity of Solar Power Plant with the substation**

- 11.1. Solar Power Plant of capacity upto 2 MW capacity will be connected at 11 kV side of the sub-station.
- 11.2. The selected SPG will be responsible for laying of dedicated 11 kV line from SPP to sub-station, construction of bay and related switchgear at sub-station where the plant is connected to the grid and metering is done.
- 11.3. DHBVN will facilitate the SPG in getting right of way for laying of 11 kV line. Alternatively, SPG can get constructed the 11 kV lines through DHBVN after paying the applicable cost and other charges.
- 11.4. SPG will be responsible for maintaining this dedicated 11 kV line.
- 11.5. In case more than one bidder are awarded the projects that are to be connected to the same Sub-station, they shall be permitted to co-ordinate with each other for setting up the common transmission line if they so desire. Approval of DHBVN would be required for such purpose.
- 11.6. The SPG shall have to obtain Technical Feasibility clearance from DHBVN/HVPL as per guidelines issued by HVPL for grant of connectivity in transmission/distribution system
- 11.7. SPG shall have to fulfill all the applicable requirement/documents for obtaining the connectivity and deposit the applicable Connectivity Charges to the DHBVN.
- 11.8. DHBVN shall be responsible for providing connectivity to the solar power plant at the 11KV side of the nearest sub-station. SPG has to comply with the Grid Code and other related Regulations as applicable.

## **12. Clearances required from the State Government and other local bodies**

- 12.1. The SPG is required to obtain necessary clearances as required for setting up the project.

## **13. Commissioning Period for installation of solar power plant**

- 13.1. The selected SPG shall commission the solar power plant within 12 months from the date of issuance of LoA. A duly constituted Committee of DHBVN officials will physically inspect the power plant within 03 days from the date of receiving a written intimation about the commissioning from the SPG. The Committee shall certify the successful commissioning of the power plant. In

case any SPG fails to achieve this milestone, DHBVN shall encash the Performance Bank Guarantee (PBG) in the following manner:

- a) Delay up to two months - The PBG on per day basis and proportionate to the balance capacity not commissioned.
- b) In case the commissioning of the solar power plant is delayed over two months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of 14<sup>th</sup> month from date of issuance of LoA. In case of delays of plant commissioning due to the reasons beyond the control of the SPG, DHBVN after having been satisfied with documentary evidence produced by the SPG for the purpose, can extend the time for commissioning date without any financial implications to the SPG.

#### **14. Commercial Operation Date (COD)**

- 14.1.** The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the solar power plant as declared by the Commissioning Committee of DHBVN.

#### **15. Other Terms and Conditions:**

- 15.1.** The Applicant shall also submit all the hard copies of the application and EMD in the form of BG to DHBVN within two days of last date of submission to EoI. DHBVN may also ask applicants to submit any additional document to establish applicant's eligibility for applying and allocation of solar power plant.
- 15.2.** If the selected SPG conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to EoI, in any manner whatsoever, DHBVN reserves the right to reject such response to EoI and/or cancel the Letter of Award, (if issued) and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to EoI.

- 15.3.** In order to ensure only quality systems are installed, prevailing MNRE/BIS specifications and quality control orders applicable for solar modules, inverters, BoS and other equipment shall be followed.
- 15.4.** All applicable CERC / HERC / CEA regulations, codes, and applicable guidelines of MNRE/DHBN or any other applicable entity shall have to be adhered by the SPG for the installation and operation of the solar power plant.
- 15.5.** Though adequate care has been taken in preparation of this EoI, the applicant shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (07) days from the date of notification of this EoI, it shall be considered that the EoI document is complete in all respects.
- 15.6.** In case the SPG utilizes grid power for its consumption, tariff category shall be applicable as per Hon'ble HERC prevailing Regulations/Orders.
- 15.7.** If there is any discrepancy between the provisions of this EoI document with PPA, then the provisions of PPA will prevail and shall have overriding effect.
- 15.8.** DHBN can amend / relax the conditions of this EoI at any time before the application submission date without incurring any liability and assigning any reason thereof.
- 15.9.** DHBN reserves the right to accept or reject any/or all application(s) and to annul the selection process at any time, without incurring any liability and assigning any reason thereof.
- 15.10.** Ministry of New and Renewable Energy (MNRE) has decided to enlist the eligible models and manufacturers of solar PV cells and modules complying with the BIS Standards and publish the same in a list called the "Approved List of Models and Manufacturers" (ALMM). Only the models and manufacturers included in this list will be eligible for use in Government Projects/ Government assisted Projects/ Projects under Government Schemes & Programmes/ Open Access I Net Metering Projects, installed in the country, including Projects set up for sale of electricity to Government under the Guidelines issued by Central Government under section 63 of

Electricity Act, 2003 and amendment thereof. The word "Government" shall include Central Government, State Governments, Central Public Sector Enterprises, State Public Sector Enterprises and Central and State Organisations/ Autonomous bodies.



**Application Form for Setting Up of Solar Power Plant under PM KUSUM  
Scheme Component-A**

<b>1.</b>	<b>Description of Applicant (Fill whichever applicable)</b>	
<b>i.</b>	<b>Individual Farmer Name:</b> (Aadhaar card copy to be enclosed)	
<b>ii.</b>	<b>Group of Farmers:</b> (Name of the group or head of the group, list of members with name of father and address details (registration copy to be attached))	
<b>iii.</b>	<b>Co-operative Society:</b> Name of the co-operative society (enclose copy of registration)	
<b>iv.</b>	<b>Panchayat/Locality/ Name of Panchayat</b>	
<b>v.</b>	<b>Farmer Producer Organization:</b> Name of organization (enclose copy of registration)	
<b>vi.</b>	<b>Developer</b> Name of Developer (enclose copy of registration)	
<b>2.</b>	<b>Contact Details:</b>	
<b>i.</b>	Correspondence address:	

ii.	Name of the authorized person, (enclose letter of authorization)	
iii.	Mobile Number:	
iv.	E-mail Id:	
	<b>Proposed plant capacity (in MW):</b> The proposed capacity should be upto 2 MW	
3.	Details of 33 KV, 66KV and 132 KV substation notified by the DHBVN where power is to be evacuated  a. Name of substation: b. Distance of land from sub-station: c. Sub-division: d. Division: e. Circle: f. Zone:	
4.	<b>Land Details</b>	
i.	Name of Village	
ii.	Locality:	
iii.	Post Office:	
iv.	Block:	
v.	Ward:	
vi.	Tehsil:	
vii.	District	
viii.	A.-Khewat No. B.-Khatauni No. C.- Khasra No. D.- Rakba No. Total area (acre) (Please attach respective proof of land ownership)	

	or lease)	
5.	<p>Details of non-refundable processing fee paid online:</p> <p>Date:</p> <p>Transaction ID:</p>	
6.	<p>Details of EMD (in the form of BG):</p> <p>Date of BG Amount:</p> <p>Number:</p> <p>Valid till:</p>	
7.	Distance between the proposed land and the notified sub-station (in kms)	
8.	<p>Options considered by the applicant for installation of the Solar Power Plant: -</p> <p>1. Setting up complete SPP himself</p> <p>2. Leasing land for setting up of SPP</p>	

**Signature of Applicant:**  
**Name and Address of Applicant:**  
**Mobile Number:**  
**Email Id:**

**Annexure I****List of Substation for installation of solar power plants under Component-A of PM-KUSUM scheme**

Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)
1	<b>Sirsa</b>	33KV Kelnia	10	8
2		33KV Dhani Kahan Singh	10	8
3		33KV Mallekan	10	8
4		33KV Patli Dabar	10	8
5		33KV Bansudhar	12.5	10
6		33KV Bupp	10	8
7		33KV Mallewala	10	8
8		33KV Kharian	12.5	10
9		33KV Baragudha	6.3/8	6.4
10		33KV Panniwala Motta	10	8
11		33KV Sangar Sarishta	10	8
12		132 KV Kariwala	32	22.5
13		132 Kv Jiwan nagar	32	17.37
14		220 Kv Rania	40	25.14
15		132 KV Madhosinghana	32	20.44
16		132 Kv Ellenabad	16	5.71
17		132kV Sikanderpur	20	11
18		132kV Ding	16	8.8
19		132kV Dabwali	16	10
20		132kV Begu	32	18.58
21		132kV Melaground	36	15.82
22		132kV Ramnagria	36	17.48
23		220kV Sirsa	16	8.8
24		132kV Sirsa	16	7.72
25	<b>Fatehabad</b>	33 KV Fatehabad	8	6.4
26		33 KV Dhir (Boswal)	10	8
27		33 KV Huda Sec-3	10	8
28		33 KV Daryapur	10	8
29		33 KV Bangaon	10	8
30		33 KV Bhirdana	10	8

Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)
31		33 KV Bodiwali	10	8
32		33 KV Babanpur	10	8
33		33 KV Chando Kalan	10	8
34		33 KV Ratia	10	8
			10	8
35		33 KV Hamjapur	10	8
36		33 KV Dhani Babanpur	10	8
37		33 KV Ajit Nagar	10	8
			10	8
38		33 KV Alalwas	10	8
			8	6.4
39		33 KV Rojhawali	10	8
40		33 KV Alike	10	8
41		33 KV Hukmawali	5	4
42		33 KV Ratta Khera	10	8
			10	8
43		33 KV Phoolan	10	8
44		33 KV Hanspur	10	8
45		33 KV Noorki Ahli	10	8
46		33 KV Shekhuour Sottar	10	8
47		33 KV Dhabi Kalan	10	8
48		33 KV Tohana	12.5	10
49		33 KV Nangla	10	8
50		33 KV Dharsul	10	8
51		33 KV Jamalpur	10	8
			10	8
52		33 KV Chander Khurad	10	8
			10	8
53		33 KV Shakarpura	10	8
			10	8
54		33 KV Chamar Khera	10	8
			10	8
55		33 KV Bithmara	10	8
56		33 KV Pirthala	10	8
			10	8
57		33 KV Gorakhpur	10	8
			10	8

Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)
58		33 KV Nadhori	10	8
59		33 KV Buwan	10	8
60			10	8
61		33 KV Jandli Khurad	10	8
62		132 KV Tohana	36	22.74
63		132 KV Dharsul	20	12.89
64		132 KV Jakhal	36	20.56
65		132KV Ratia	16	4
66		132KV Bhattu Kalan	36	4
67		132KV Teliwara	16	4
68		220KV Fatehabad	16	4
69		Hisar	220KV Bhuna	12.5
70	33 kV Kharar		10	8
71	33 kV Juglan		10	8
72	33 kV Sector-14 (T-1)		12.5	10
73	33 kV Auto Market		10	8
74	33 KV Bhiwani Rohilla		10	8
75			10	8
76	33 KV Arya Nagar		10	7
77	33 KV Burak		10	8
78	33 KV Choudharywas		10	8
79	33 kV Rajgarh Road		10	8
80	33 KV Sector 14 Hisar		10	8
81			10	8
82	33 kV Azad Nagar		10	8
83	33 kV Sector-1&4		10	8
84	33 KV Moda Khera		10	8
85	33 KV Kharak Punia		10	8
86	33 KV Gaibipur		10	8
87	33 KV Nangthala		4	3.2
88	33 KV Dayal Singh Colony Hansi		6.3 / 8	6.4
89	33KV Masud pur		10	8
90	33 KV Sisai		10	8
91	33 KV Majra		10	8
	33 KV Thurana	10	8	
	33 KV Kheri Lochab	10	8	
	33 KV Barsi	10	8	

Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)
92		33 KV Bass	10	8
93		33 KV Near Railway Station Hansi	10	8
94		33 KV Umra	6.3 / 8	6.4
95		33 KV Budana	10	8
96		33 KV Koth Kalan	6.3 / 8	6.4
97		33 KV Sulchani	10	8
98		33 KV Jamalpur	10	8
99		132KV Arya Nagar	16	4
100		Jind	33 KV Ramrai	10
101	33 KV Deshkhara		10	8
102	33 KV Kharanti		6.38	5.10
103	33 KV Sector-8, Jind		12.5	10
104	33 KV Naguran		8	6.4
105	33 KV Khatkar		10	8
106	33 KV Sandil		10	8
107	33 KV Sindhvi Khera		10	8
108	33 KV Kheri Bulliyana		10	8
109	33 KV Durana		6.38	5.10
110	33 KV Kabarcha		10	8
111	33 KV Belarkha		10	8
112	33 KV Gurusar		8	6.4
			8	6.4
113	33 KV Lochab		10	8
			10	8
114	33 KV Mangalpur		10	8
115	33 KV Danoda		10	8
			10	8
116	33 KV Singhwal		10	8
117	33 KV Uchana Kalan		10	8
			10	8
118	33 KV Sedha Majara	10	8	
119	33 KV Dhanouri	10	8	
		6.3	5.04	
120	33 KV Barta	10	8	
121	33 KV Koyal	10	8	
122	33 KV Khera Khemawati	10	8	
		8	6.4	

Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)	
123		33 KV Sec.9 Safidon	10	8	
124		33 KV Kuara	10	8	
125		33 KV Anchra Kalan	10	8	
126		33 KV Retoli	10	8	
127		33 KV Budha Khera	10	8	
128		132 kV Bibipur	16	6	
129		132 kV Naguran	32	8	
130		132 kV Ghoghrian	16	8	
131		220 kV Jind	16	8	
132		132KV Uchana	16	6	
133		132 kV Kheri Taloda	16	8	
134		132 kV Alewa	16	8	
135		<b>Bhiwani</b>	33 KV Chang	6.3/8	6.4
136			33 KV Huda	10	8
137	33 KV Bhera		10	8	
138	33 KV Isharwal		6.3/8	6.4	
			10	8	
139	33 KV Hassan		10	8	
140	33 KV Roopgarh		10	8	
141	33 KV Industrial Area		10	8	
			10	8	
142	33 KV Alampur		10	8	
			6.3	5.04	
143	33 KV Bapora		10	8	
144	33 KV Tosham		4	3.2	
			6.3	5.04	
			6.3/8	6.4	
145	33 KV Baliyali		10	8	
146	33 KV Dhani Mahu		10	8	
147	33 KV Baganwala		10	8	
			10	8	
148	33 KV Pinjokhra		10	8	
149	33 KV Mandhana	10	8		
150	33 KV Dariyapur	10	8		
151	33 KV Hansi Road Bhiwani	10	8		
152	33 KV Bamla	10	8		
153	33 KV Bapora-2nd	10	8		



Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)
154		33 KV Mithi	10	3
155		33 KV Mandholi	10	8
			10	7
156		33 KV Morwala	6.3	5.04
			5	4
157		33 KV Sishwala	10	8
158		33 KV Mandola	10	8
159		33 KV Kakroli Sardara	10	8
			6.3	5.04
160		33 KV Khudana	10	8
161		33 KV Dohka Deena	10	8
			10	8
162		33 KV Chandwas	10	8
163		33 KV Ghasola	10	8
			10	8
164		33 KV Dhareru	10	8
165		33 KV Chjangroad	10	8
			6.3/8	6.4
166		33 KV Dadhi Bana	5	4
167		33 KV Nuranga Bass Jattan	10	8
168		33 KV Paintawas	10	8
169		33 KV Dagroli	10	8
170		33 KV Kamod	10	8
171		132 KV Jhojhu Kakan	36	24
172		132 KV Atela Kalan	32	26
173		132KV Badhra	16	14.5
174		220KV Isharwal	16	2.2
175	132 KV Tosham	16	9.4	
176	132 KV Jui	20	15.8	
177	132 KV Dhigawa Jattan	32	21.47	
178	132 KV HVPNL Loharu	32	19.95	
179	132 KV Miran	8	6.5	
180	132 KV Behal	32	21.6	
181	132 KV Dadri-II	16	8.5	
182	132 KV Dadri-I	16	14.8	
183	<b>Rewari</b>	33 kV Dholera	10	7
184		33 KV BASS BATORI	10	8

Sr. No.	Name of Circle	Name of Sub Station	Installed Capacity (in MVA)	Capacity of Solar Power that can be added (in MW)
185		33 KV PALHAWAS	10	8
			5	4
186		33 KV GURAWARA	10	8
187		33 KV NEHRUGARH	10	8
188		33 KV NANGAL PATHANI	10	8
189		33 KV BEHRAMPUR	10	8
190	Gurugram	33 KV Rojka Meo	10	8
			10	8
			10	8
191		33 KV Indri	10	8
192		33 KV Rathiwas	10	8
193		132 kV HSIDC Bawal	40	6
194		132 kV Buroli	36	6
195		132 kV Dahina	32	4
196		66 kV Baliar Kalan	32	16
197		132kV Kanina	32	2
198		132kV Satnali	16	2
199	Palwal	33KV Ghasera	10	8
200		33KV Ujina	10	8
201		33KV F.P.Jhirka	10	8
			10	8
202		33KV Hirwari	10/ 12.5	10
203		33KV Agon	10	8
			10	8
204		33KV Basai Meao	10	8
205		33KV Pingwan	10	8
206		33KV Sakras	10	8
			10	8
207		33KV Bupalheri	10	8
208	33KV Dondal	10	8	
209	33KV Ritat	10	8	
210	33 KV Bhain	10	8	
		6.3 / 8	6.4	
211	Faridabad	66 kV Hodal	44.5	2
212		66 kV Mohd. Pur Ahir	63	2
213		66 kV Banchari	32	4
214		220 kV Pali	94.5	2

<b>Sr. No.</b>	<b>Name of Circle</b>	<b>Name of Sub Station</b>	<b>Installed Capacity (in MVA)</b>	<b>Capacity of Solar Power that can be added (in MW)</b>
215		66 kV Chhainsa	63	4
216		66 kV Fatehpur Billoch	32	4
217		66kV Badrola	63	4

**MODEL LEASE AGREEMENT**

This **AGREEMENT OF LEASE** entered on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_ (hereinafter referred to as the "**LESSOR/OWNER**", which expression shall, wherever the context so requires or admits, SHALL mean, and include his legal heirs, executors, administrators, and assignees).

**AND:**

\_\_\_\_\_ (Name of Renewable Power Generator (RPG)) Represented by \_\_\_\_\_ (hereinafter referred to as the "**LESSEE**", which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

**I. WHEREAS** the Lessor is the owner in possession of the Barren/ Agricultural land measuring \_\_\_\_ Acre \_\_\_\_ Kanal \_\_\_\_ Marla \_\_\_\_ Share out of Hadbast No. \_\_\_\_ Khewat No. \_\_\_\_ Khatoni No. \_\_\_\_ Khasra No. \_\_\_\_ Mustil No. \_\_\_\_ Kila No. \_\_\_\_ situated at Village/City \_\_\_\_ Tehsil \_\_\_\_ District which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

**II. WHEREAS** the \_\_\_\_\_ (Name of RPG) being a \_\_\_\_\_ (Details of RPG) with an object to plan, develop and operate Renewable Energy based Power Plant (REPP) under MNRE Scheme notified on 8th March 2019.

**III. (a) WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is more fully described in Schedule written hereunder and hereinafter referred to as "**THE SCHEDULE PROPERTY**" for setting up of the " \_\_\_\_\_ Power Plant".

(b) That pursuant to the request of the Lessee, the Lessor has applied under Section \_\_\_\_\_ for the conversion of the land and on behalf of the Lessor/owner the \_\_\_\_\_ (Name of RPG) shall presume that the land is deemed to have been converted for non-agricultural purposes. (Clause to be modified as per State Policy for use of Agriculture land for generation of renewable power)

**IV. NOW THIS AGREEMENT OF LEASE WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants, and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

**1. PURPOSE OF LEASE:**

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing a \_\_\_\_\_ Power Plant under MNRE Scheme notified on 8th March 2019.

**2. PERIOD OF THE LEASE**

The period of this Lease shall be for Twenty-five(25) years from this day which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

**3. RENT**

- (a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only per annum per Acre. The portion of the land less than one Acre shall be calculated in terms of Square meter and the rent payable for the same shall be at Rs. \_\_\_\_\_/- per Square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Lessor after Commercial Operation of the power plant shall be Rs. \_\_\_\_\_per unit of total power generated from the power plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only per annum per Acre.

- (b) The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5<sup>th</sup> day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

OR

In case of lease rent based on Rs. \_\_\_\_\_per unit, the monthly lease rent would be calculated based on monthly electricity injected into the grid from the power plant installed on the land of Lessor.

- (c) Lessor may opt for payment of lease rent directly from the Distribution company, which will sign Power Purchase Agreement with Lessee for the above-mentioned Power Plant to be installed by Lessee. In such a case the Distribution company will pay the lease rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of Power supplied by Lessee. To

- give this effect a suitable provision will be made in the PPA to be signed between Lessee and the Distribution Company.
- (d) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every \_\_\_\_\_ year(s), at \_\_\_\_% on the rent hereby agreed.
  - (e) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate \_\_\_\_% for the said delayed period.

#### **4. GENERAL TERMS**

- i. In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the **Schedule Property** during the lease period without any interruption by the Lessor.
- ii. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.
- iii. The Lessor has no objections for the Lessee to establish the \_\_\_\_\_ Power Plant in the Schedule property which is the purpose of the grant of this lease and to that effect the Lessee entering any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.
- iv. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipment, etc. for generation of \_\_\_\_\_ power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

#### **5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER**

- (a) In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the

Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.

- (b) In the event of the owners transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.

- (c) During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement.
- (d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.
- (e) The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.
- (f) In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate \_\_\_% for such period.
- (g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favor of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- (h) The owners shall pay the land tax/revenue in respect of the lands.

**6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:**

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

**7. FORCE MAJEURE:**

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

**8. ADDRESSES FOR CORRESPONDENCE, ETC**

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

**LESSOR'S:**

**LESSEE'S:**

**9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS**

- a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule

property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.

- b) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and license, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

**10. LESSEE'S COVENANT AND OBLIGATIONS** The Lessee hereby covenants with the Lessor as under:

- (a) The Schedule property shall be utilized for the purpose referred to in Clause (1) above.
- (b) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly.

**11. TERMINATION AND RE-ENTRY**

The Lease shall be determinable under all or any of the following circumstances, namely—

- i) by efflux of time.
- ii) in the event of breach by either party of the terms, conditions, and covenants hereof.
- iii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority.
- iv) After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

**12. VARIATION:**

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition, and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

**13. ARBITRATION:**



a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at \_\_\_\_\_ and shall be in English/\_\_\_\_\_Language.

b) This LEASE AGREEMENT shall be governed by the laws of India. The Courts at \_\_\_\_\_ alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

**LESSOR**

**LESSEE**

**WITNESSES:**

1.

2.

**SCHEDULE PROPERTY**

All that piece and parcel of Barren/ Agricultural land measuring \_\_\_\_ Acre  
\_\_\_\_\_  
Kanal\_\_\_\_\_ marla\_\_\_\_\_Share out of Hadbast No.\_\_\_\_\_Khewat  
No.\_\_\_\_\_Khatoni No. \_\_\_\_Khasra No.\_\_\_\_\_Mustil No. \_\_\_\_\_Kila No.  
\_\_\_\_\_ situated at Village/City \_\_\_\_\_ Tehsil \_\_\_\_\_ District  
and  
bounded on the:

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

East by :

West by:

North by:

South by:

**Annexure-III**

**Certificate from Tehsildar Related to Proof of Land Ownership**

It is to be certified that Shri/Smt. \_\_\_\_\_ son/wife/daughter of Shri/Smt. \_\_\_\_\_ is the owner of the land of \_\_\_\_\_ acres, \_\_\_\_\_ canals, \_\_\_\_\_ marla situated in the village \_\_\_\_\_, post-office \_\_\_\_\_, block \_\_\_\_\_, tehsil \_\_\_\_\_, district \_\_\_\_\_ . The details of this land are as below:

1. Murabba No. \_\_\_\_\_
2. Khasra No. \_\_\_\_\_
3. Khewat No. \_\_\_\_\_
4. Khatauni No. \_\_\_\_\_
5. Rakba No. \_\_\_\_\_

As per the details available with the department, the land is registered on their/his name and is free from any disputes.

The ownership of this land stands with the above-mentioned owners before the date of \_\_\_\_\_ and the land does not fall under the Section 4 of Indian Forest Act.

Name & Signature of Tehsildar

Date:

**Certificate of Net Worth from Chartered Accountant**

Name of the applicant:

Address of the applicant:

<b>Description</b>	<b>Amount</b>
Paid up equity Share Capital	
Add: Reserves (Not being the revaluation reserve)	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carry forward losses.	
Balance	

Signature of the authorized signatory

(Name of the Signature)

Rubber stamp of the firm/company

**STANDARD**

**POWER PURCHASE AGREEMENT FOR**

**PROCUREMENT OF \_\_\_\_\_ MW \_\_\_\_\_ POWER ON LONG TERM  
BASIS**

**Between**

**[Name of Renewable Power Generator]**

**And**

**[Name of Distribution Company]**

**[month and year]**

This Power Purchase Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_

Between

\_\_\_\_\_ [name of the Renewable Power Generator], \_\_\_\_\_, [details of

Renewable Power Generator] (hereinafter referred to as "**Renewable Power Generator or RPG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns) as a Party of the **First Part**.

And

\_\_\_\_\_ [**Distribution Company**], a company incorporated under the Companies Act 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as "**DISCOM**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The RPG and DISCOM are individually referred to as 'Party' and collectively referred to as 'Parties'.

**WHEREAS:**

- A.** The Ministry of New and Renewable Energy [MNRE] has launched a scheme for farmers on 8<sup>th</sup> March 2019 and issued implementation guidelines on \_\_\_\_\_.
- B.** The MNRE has accorded a sanction and allotted a capacity of \_\_\_\_\_ MW to DISCOM for under the said scheme of 8<sup>th</sup> March 2019.
- C.** DISCOM had initiated a selection process for procurement of \_\_\_\_\_ MW of the power generated from the Grid connected \_\_\_\_\_ Power Project on the terms and conditions contained in the EoI/RfS No. \_\_\_\_\_ dated \_\_\_\_\_.
- D.** The RPG has been selected in the Process for development, generation, and supply of electricity from the \_\_\_\_\_ MW \_\_\_\_\_ Power Project to be established by RPG at \_\_\_\_\_ [location of proposed power plant] and electricity generated to be fed to the \_\_\_\_\_ [Name and location of 33/11 kV Substations notified by DHBVN].
- E.** DISCOM has issued the Letter of Award No. .... dated ..... in favor of the RPG for development and establishment of the ..... MW \_\_\_\_\_ Power Project as per the terms and conditions contained in the EoI/RfS.
- F.** The RPG has furnished the Performance Bank Guarantee in the sum of Rs. .... in favour of DISCOM as per the format prescribed by the DISCOM.

**G.** The RPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the \_\_\_\_\_ Power Project of.....MW at ....., for generation and sale of electricity by the RPG to DISCOM at \_\_\_\_\_33/11 kV.

**H.** The parties have agreed to execute this Power Purchase Agreement in terms of the EoI/RfS and the Letter of Award in regard to the terms and conditions for establishment of the \_\_\_\_\_ Power

Project at ....., and for generation and supply of electricity by the RPG to DISCOM.

**Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:**

## **ARTICLE 1: DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

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

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall be the commission of the state where DISCOM is situated;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to RPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilization Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / Y$

	MW*8766)) X100%;
“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;

“Commercial Operation Date (COD)”	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project ;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi- judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
“Consents, Clearances and	shall mean all authorizations, licenses, approvals, registrations, permits, waivers,
“Permits”	privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
“Consultation Period”	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of aRPG Preliminary Default Notice or DISCOM Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Contract Year”	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD 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 provided further that the last Contract Year of this Agreement (ii) shall end on the last day of the Term of this Agreement
“Contracted	shall mean ..... [Insert capacity] MW contracted with DISCOM for

Capacity"	supply by the RPG to DISCOM at the Delivery Point from the _____ Power Project ;
"Delivery Point"	"Delivery Point" shall mean the point at the voltage level of 11kV or above of the 33/11 kV Substations notified by DHBVN. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Substations notified by DHBVN. For interconnection with grid and metering, the RPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the RPG.
"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the RPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM or if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the DISCOM.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of	shall mean the events as defined in Article 13 of this Agreement;



Default”	
“Expiry Date”	Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;
“Financing Agreements”	shall mean the agreements pursuant to which the RPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway, increasing the liabilities of DISCOM;
“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 11 of this Agreement;
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of state of _____ and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the RPG in accordance with Article 8 of this Agreement;

“Interconnection Facilities”	shall mean the facilities on RPG’s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this
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	Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification, or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions, and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Letter of Award" or "LoA"	shall mean Letter of Award issued by the DISCOM to the RPG for the project;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

"Power Project" or "Project"	shall mean the _____ power generation facility of Contracted Capacity of ..... [Insert capacity] MW, located at ....., [Insert name of the District and State] having a separate control system, metering and separate
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	<p>points of injection into the grid at Delivery point of 33/11 kV s substations notified by DHBVN substation.</p> <p>The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;</p>
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.
"Prudent Utility Practices"	<p>shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient, and economic design, construction, commissioning, operation, and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary,</p> <p>to take account of:</p> <p>a) the operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project</p> <p>; and</p> <p>b) the requirements of Indian Law; and the physical conditions at the site of the Power Project</p>
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
"Rupees", "Rs.",	shall mean Indian rupees, the lawful currency of India;
"Scheduled	Shall mean ..... [Insert Date that is twelve (12) Months from

“Commissioning Date” or “SCD” of the Project	the Date of issuance of LoA by the DISCOM to the RPG];
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;

## ARTICLE 2: TERM OF AGREEMENT

### 2.1 *Effective Date*

2.1.1 This Agreement shall come into effect from \_\_\_\_\_ and such date shall be referred to as

the Effective Date.

### 2.2 *Term of Agreement*

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 The RPG is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the DISCOM, DISCOM shall not be obligated to procure power beyond the Expiry Date.

### 2.3 *Early Termination*

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

### 2.4 *Survival*

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

### **ARTICLE 3: CONDITIONS SUBSEQUENT**

3.1 The RPG agrees and undertakes to make Project Financing Arrangements for its Project and shall provide necessary documents to DISCOM in this regard within six Months from the Date of issue of LoA by DISCOM for the project.

### **ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT**

#### **4.1 *RPG's Obligations***

4.1.1 The RPG undertakes to be responsible, at RPG's own cost and risk, for:

- a) The RPG shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the 33/11 kV Substations notified by DHBVN for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto.

The RPG shall furnish the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement.

- b) obtaining all Consents, Clearances and Permits as required and maintaining all documents.
- c) Designing, constructing, erecting, commissioning, completing, and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- d) the commencement of supply of power up to the Contracted Capacity to DISCOM no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement.
- e) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The RPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.
- f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.

- f) fulfilling all obligations undertaken by the RPG under this Agreement.
- g) The RPG shall be responsible to for directly coordinating and dealing with the DISCOM, and other authorities in all respects regarding declaration of availability, scheduling, and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

#### **4.2 Purchase and sale of Contracted Capacity**

4.2.1 Subject to the terms and conditions of this Agreement, the RPG undertakes to sell to DISCOM and DISCOM undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

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

4.3.1 DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the RPG beyond the contract capacity.

4.3.2 In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the RPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations.

#### **4.4 Extensions of Time**

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

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

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the RPG or DISCOM using due diligence, to overcome the effects of the Force Majeure Events affecting the RPG or DISCOM, or till such time such Event of Default is rectified by DISCOM.

4.4.2 In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of fourteen (14) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.4.4 As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.4.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.

4.4.6 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.4.1 shall be an event of default on part of the RPG and shall be subject to the consequences specified in the Article 4.5.

#### **4.5 *Liquidated Damages not amounting to penalty for delay in Commissioning***

4.5.1 If the RPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the RPG shall pay to DISCOM, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

Delay beyond the Scheduled Commissioning Date upto (& including) the date as on twelve months from the Date of issue of LoA: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned.

4.5.2 The maximum time allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 14 Months from the Date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 14 Months from the Date of issue of LoA, it shall be considered as an RPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 14 Months of the Date of issue of LoA and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.

4.5.3 The RPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by DISCOM.

#### **4.6 *Acceptance/Performance Test***

4.6.1 Prior to synchronization of the Power Project, the RPG shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by respective authorities.

#### **4.7 *Third Party Verification***

4.7.1 The RPG shall be further required to always provide entry to the site of the Power Project free of all encumbrances during the Term of the Agreement to DISCOM and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the RPG at the site of the Power Project.

4.7.2 The third party may verify the construction works/operation of the Power Project being carried out by the RPG and if it is found that the construction works/operation of the Power

Project is not as per the Prudent Utility Practices, it may seek clarifications from RPG or require the works to be stopped or to comply with the instructions of such third party.

**4.8 Breach of Obligations**

4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to DISCOM complying of its obligations & undertakings under this Agreement, the RPG would have no right to negotiate or enter any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

**4.9 Generation compensation for Off-take constraints**

4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the RPG. In such cases, subject to the submission of documentary evidence from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><b>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</b></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p>

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

4.9.2 Off take constraints due to Backdown: The RPG and DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidence from the competent authority, the RPG shall be eligible for a minimum generation compensation, from DISCOM, restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p><b>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</b></p> <p>Where, Average Generation per hour during the month (kWh) =</p>



	$\frac{\text{Total generation in the month (kWh)}}{\text{Total hours of generation in the month}}$
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The RPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.

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

**5.1 Synchronization, Commissioning and Commercial Operation**

5.1.1 The RPG shall give the DISCOM at least thirty (30) days’ advanced preliminary written notice and at least fifteen (15) days’ advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

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

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

5.1.4 The RPG 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 RPG will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The RPG shall commission the Project within twelve (12) Months from the Date of issue of LoA.

Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.

5.1.6 The Parties agree that for the purpose of commencement of the supply of electricity by RPG to DISCOM, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

**ARTICLE 6: DISPATCH AND SCHEDULING**

**6.1 Dispatch and Scheduling**

6.1.1 The RPG shall be required to schedule its power as per the applicable regulations of SERC /SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the RPG.

6.1.2 The RPG shall be responsible for directly coordinating and dealing with the DISCOM, State Load Dispatch Centers, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 The RPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the RPG.

6.1.4 Auxiliary power consumption will be treated as per the concerned state regulations.

## **ARTICLE 7: METERING**

### **7.1 *Meters***

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the RPG and DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

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

7.1.3 In addition to ensuring compliance of the applicable codes, the RPG shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable regulations of the State where the Project is located.

### **7.2 *Reporting of Metered Data and Parameters***

7.2.1 The grid connected renewable power plants will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.

7.2.2 Online arrangement would have to be made by the RPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the DISCOM, the MNRE and concerned agency as per applicable regulation / directions.

7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the RPG to Ministry of New and Renewable Energy/National Institute of Solar Energy through DISCOM for entire period of PPA.

## **ARTICLE 8: INSURANCES**

## 8.1 ***Insurance***

8.1.1 The RPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

## 8.2 ***Application of Insurance Proceeds***

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project, or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project, or any part of the Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, DISCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of DISCOM against RPG.

## 8.3 ***Effect on liability of DISCOM***

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation, or expense which is insured or not or for which the RPG can claim compensation, under any Insurance shall not be charged to or payable by DISCOM. It is for the RPG to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

## **ARTICLE 9: APPLICABLE TARIFF**

9.1 The RPG shall be entitled to receive the Tariff of Rs. .... / kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the DISCOM as reflected in the Energy Accounts.

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

### 10.1 ***General***

10.1.1 From the commencement of supply of power, DISCOM shall pay to the RPG the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by DISCOM shall be in Indian Rupees.

10.1.2 The RPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

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

10.2.1 The RPG shall issue to DISCOM hard copy of a signed Monthly Bill for the immediately preceding Month based on the JMR/Energy Account along with all relevant documents (payments made by RPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on JMR/Energy Accounts. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.

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

10.3.1 DISCOM shall pay the amount payable under the Monthly Bill by the Due Date to such account of the RPG, as shall have been previously notified by the RPG.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

- i) deductions required by the Law; and
- ii) Amount claimed by DISCOM, if any, from the RPG, will be adjusted from the monthly energy payment.

The RPG shall open a bank account (the "RPG's Designated Account") for all Tariff Payments to be made by DISCOM to the RPG and notify DISCOM of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

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

In the event of delay in payment of a Monthly Bill by DISCOM beyond the due date, a late payment surcharge shall be payable to the RPG at the rate of 1.25% per month on the outstanding amount calculated on a day-to-day basis. The Late Payment Surcharge shall be claimed by the RPG through the Supplementary Bill.

### 10.3.5 ***Rebate***

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the RPG to DISCOM in the following manner and the RPG shall not raise any objections to the payments made under this article.

- a) A Rebate of 2% shall be payable to the DISCOM for the payments made within a period of seven clear working days of the presentation of hard copy of Bill along with required supporting documents at DISCOM office.

- b) Any payments made after seven clear working days of the date of presentation of hard copy of the Bill along with the required supporting documents at DISCOM office up to the Due Date shall be allowed a rebate of 1 %.
- c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of physical copy of the Bill at DISCOM.
- d) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and on Supplementary Bill.

For the above purpose date of presentation of bill shall be the same day of delivery in hard copy.

However, for consideration of rebate, next business day shall be considered.

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

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

10.4.1 DISCOM shall provide to the RPG, 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 RPG in accordance with this Article.

10.4.2 Not later than one (1) Month before the start of supply, DISCOM through a scheduled bank open a Letter of Credit in favor of the RPG, 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.

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

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, DISCOM shall restore such shortfall within fifteen (15) days.

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

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

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

10.4.8 If DISCOM fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the RPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from DISCOM, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i) a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to RPG and.
- ii) a certificate from the RPG to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date.

### **10.5 Disputed Bill**

10.5.1 If the DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the RPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the DISCOM disputes the amount payable under a Monthly Bill or a Supplementary Bill it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

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

10.5.3 If the RPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article

10.5.2, the RPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

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

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

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

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

10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, DISCOM 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.

## **10.6 Quarterly and Annual Reconciliation**

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

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

## **10.7 Payment of Supplementary Bill**

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

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

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

10.7.2 DISCOM shall remit all amounts due under a Supplementary Bill raised by the RPG to the RPG's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

## **ARTICLE 11: FORCE MAJEURE**

### **11.1 Definitions**

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

## 11.2 ***Affected Party***

11.2.1 An affected Party means DISCOM or the RPG whose performance has been affected by an event of Force Majeure.

## 11.3 ***Force Majeure***

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire, and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable).
- b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist, or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c) radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

## 11.4 ***Force Majeure Exclusions***

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, or consumables for the Power Project.
- b. Delay in the performance of any contractor, sub-contractor, or their agents.
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment.
- d. Strikes at the facilities of the Affected Party.



- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors, or omissions.
  - ii. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this Agreement.

### **11.5 Notification of Force Majeure Event**

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

### **11.6 Duty to Perform and Duty to Mitigate**

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

### **11.7 Available Relief for a Force Majeure Event**

11.7.1 Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered, or delayed due to a Force Majeure Event.
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event regarding its obligations.

- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

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

### **12.1 *Definitions***

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

- (i) the enactment of any new law; or
- (ii) an amendment, modification, or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit, or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit, or license, not owing to any default of the RPG; or (v) any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project

and supply of power from the Power project by the RPG Which have a direct effect on the Project. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the RPG, or (iii) any change on account of regulatory measures by the Appropriate Commission.

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

In the event of any decrease in the recurring/ nonrecurring expenditure by the RPG or any income to the RPG on account of any of the events as indicated above, RPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the RPG failing to comply with the above requirement, in case of any gain to the RPG, DISCOM shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the RPG.

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

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

12.2.2 The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

## **ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION**

### **13.1 *RPG Event of Default***

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

- (i) the failure to commence supply of power to DISCOM up to the Contracted Capacity, by the end  
of the period specified in Article 4, or failure to continue supply of Contracted Capacity to DISCOM after Commercial Operation Date throughout the term of this Agreement, or if
  - a) the RPG 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 RPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement, except where such transfer
    - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
    - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee.
- (ii) if (a) the RPG 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 RPG, or (c) the RPG 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 RPG will not be a RPG 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 RPG and expressly assumes all obligations of the RPG under this Agreement and is in a position to perform them; or
- (iii) the RPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or

- (iv) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.
- (v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the RPG.
- (vi) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

### **13.2 DISCOM Event of Default**

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

- (i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPG is unable to recover the amount outstanding to the RPG through the Letter of Credit,
- (ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPG in this regard; or
- (iii) except where due to any RPG's failure to comply with its obligations, DISCOM is in material

breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within sixty (60) days of receipt of notice in this regard from the RPG to DISCOM, or if

- DISCOM becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against DISCOM, or
- DISCOM 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 DISCOM Event of Default, where such dissolution or liquidation of DISCOM or DISCOM 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 DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or;
- (iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of DISCOM.

### **13.3 Procedure for cases of RPG Event of Default**

13.3.1 Upon the occurrence and continuation of any RPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the RPG, with a copy to the representative of the lenders to the RPG with whom the RPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (DISCOM Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of a DISCOM Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the RPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the RPG.

13.3.5 Subject to the terms of this Agreement, upon occurrence of a RPG Event of Default under this Agreement, the lenders in concurrence with the DISCOM, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPG and performing the obligations of the RPG. However, in the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favor of the selectee. The RPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 Lakh per MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPG to DISCOM.

13.3.7 In the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

**13.4 Procedure for cases of DISCOM Event of Default**

13.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified in Article 13.2, the RPG shall have the right to deliver to DISCOM, a RPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a RPG Preliminary Default Notice, the Consultation Period of ninety

(90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM under intimation to RPG shall, subject to the prior consent of the RPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPG, or if no offer of novation is made by DISCOM within the stipulated period, then the RPG may terminate the PPA and at its discretion require DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the RPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the RPG.

**13.5 Termination due to Force Majeure**

13.5.1 If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

**ARTICLE 14: LIABILITY AND INDEMNIFICATION**

**14.1 Indemnity**

14.1.1 The RPG shall indemnify, defend, and hold DISCOM harmless against:

- a) all third-party claims against DISCOM for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the RPG of any of its obligations under this Agreement; and

- b) all losses, damages, costs, and expenses including legal costs, fines, penalties, and interest suffered or incurred by DISCOM from third party claims arising by reason of a breach by the RPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the RPG, for which specific remedies have been provided for under this Agreement).

14.1.2 DISCOM shall indemnify, defend, and hold the RPG harmless against:

- a) all third-party claims against the RPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by DISCOM of any of their obligations under this Agreement; and
- b) all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the RPG from third party claims arising by reason of a breach by DISCOM of any of its obligations.

## 14.2 Procedure for claiming Indemnity

### 14.2.1 *Third party claims*

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party promptly following the resolution of the Dispute if such Dispute is not settled in favor of the Indemnified Party.

b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

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

**14.3 Indemnifiable Losses**

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

**14.4 Limitation on Liability**

14.4.1 Except as expressly provided in this Agreement, neither the RPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of DISCOM , the RPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 DISCOM shall have no recourse against any officer, director, or shareholder of the RPG or any Affiliate of the RPG or any of its officers, directors or shareholders for such claims excluded under this Article. The RPG shall have no recourse against any officer, director, or shareholder of DISCOM, or any affiliate of DISCOM or any of its officers, directors or shareholders for such claims excluded under this Article.

**14.5 Duty to Mitigate**

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

**ARTICLE 15: ASSIGNMENTS AND CHARGES**

**15.1 Assignments**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender’s Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by DISCOM subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, DISCOM shall permit assignment of any of RPG’s rights and obligations under this Agreement in favor of the lenders to the RPG, if required under the Financing Agreements.



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

The enforcement of the rights and obligation between the RPG and the DISCOM provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM. Provided further that, such consent shall not be withheld by the RPG if DISCOM seeks to transfer to any affiliate all its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM.

## **15.2 Permitted Charges**

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

## **ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION**

### **16.1 Governing Law**

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in \_\_\_\_\_.

### **16.2 Amicable Settlement and Dispute Resolution**

#### **16.2.1 Amicable Settlement**

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:
  - (a) a description of the Dispute.
  - (b) the grounds for such Dispute; and
  - (c) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

- (a) counter-claim and defence, if any, regarding the Dispute; and
  - (b) all written material in support of its defences and counterclaim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
- (i) if the other Party does not furnish any counter claim or defence under Article 16
  - (ii) or thirty (30) days from the date of furnishing counter claims or defence by the other
- Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
- (iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

### 16.3 Dispute Resolution

#### 16.3.1 Dispute Resolution by the Appropriate Commission

- i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- ii) DISCOM shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

#### 16.3.2 Dispute Resolution through Arbitration

- i) If the Dispute arising as per Article 16.2.1 is not amicably resolved & such dispute is not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the provisions of the Electricity Act, 2003 (as amended from time to time) as under: Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time. As stipulated by the said Electricity Act 2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii) The place of arbitration shall be the \_\_\_\_\_ (City where head quarter of DISCOM is located). The language of the arbitration shall be English.

- iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v) The award shall be of majority decision.
- vi) DISCOM shall be entitled to co-opt the lenders (if any) as a supporting party in such arbitration proceedings.

#### **16.4 *Parties to Perform Obligations***

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

### **ARTICLE 17: MISCELLANEOUS PROVISIONS**

#### **17.1 *Amendment***

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

#### **17.2 *Third Party Beneficiaries***

17.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

#### **17.3 *Waiver***

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

#### **17.4 *Confidentiality***

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors.

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

## 17.5 **Severability**

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

## 17.6 **Notices**

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

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

Address:

Attention:

Email:

Fax. No.:

Telephone No.:

17.6.3 If to DISCOM, all notices or communications must be delivered personally or by

registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address:

Attention:

Email:

Fax. No.:

Telephone No.:

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

## 17.7 **Language**

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications, or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications, or documents shall prevail in matters of interpretation.

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

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

## **17.9 *Taxes and Duties***

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

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

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

## **17.10 *Independent Entity***

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

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

## **17.11 *Compliance with Law***

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions 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 it into compliance with the aforesaid relevant provisions as amended from time to time.

**17.13 Breach of Obligations**

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

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

For and on behalf of (DISCOM)

For and on behalf of (SPG)

Name, Designation and Address

Name, Designation and Address

Signature with Seal

Signature with Seal

Witness:

Witness:

1

1

2

2