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PLOT NO. G-9, PRAKASHGAD,
Prof. ANANT KANEKAR MARG,
BANDRA (E), MUMBAI-400 051.

Ref. No.: CE/PP/Solar/ - 2 8 3 2 2

Date: 20 NOV 2017

To,
The Secretary,
Maharashtra Electricity Regulatory Commission,
World Trade Centre, Centre No.1,
13th Floor, Cuffe Parade, Mumbai.

Subject: Submission of Petition under Regulation 7 and 19 of MERC (Renewable Purchase Obligation, Its Compliance and Implementation of REC Framework) Regulations, 2016 seeking approval for procurement of around 200 MW Solar power on long term basis from rooftop/ground mounted solar power.

Respected Sir,

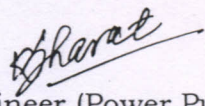
Maharashtra State Electricity Distribution Company Limited (MSEDCL) is hereby submitting Petition under Regulation 7 and 19 of MERC (Renewable Purchase Obligation, Its Compliance and Implementation Of REC Framework) Regulations, 2016 seeking approval for procurement of around 200 MW Solar power on long term basis from rooftop/ground mounted solar power which is enclosed herewith. The necessary fees as per MERC (Fees & Charges) Regulations 2017, of Rs. 10,000/- (Ten Thousand only) by Demand Draft No.633568 dated 20.11.2017 is also enclosed herewith.

This may please be taken on record & be placed before Hon'ble Commission for its appraisal.

Thanking you.

Encl: As above

Yours faithfully,


Chief Engineer (Power Purchase)
MSEDCL



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

00164-MUMBAI BANDRA EAST

20/11/2017
D D M M Y Y Y Y
633568

MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

सूँगे किये जाने पर प्राप्त राशि के निमित्त
ON DEMAND PAY

FUNDS A/C*****

को या उनके आदेश पर/OR ORDER

रुपये
RUPEES

Ten Thousand only.

₹

*****10,000.00

अदा करें **FOR VALUE RECEIVED**

कृते बैंक ऑफ महाराष्ट्र FOR **BANK OF MAHARASHTRA**

एह दह पूरा दला
OT TT PL TL

42-11-17

बैंक ऑफ महाराष्ट्र BANK OF MAHARASHTRA

01001-MUMBAI SERVICE BRANCH

प्राधिकृत अधिकारी/AUTHORISED OFFICIAL/S

Please sign above

MJL-2015

⑈633568⑈ 000014000⑈

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BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION,

MUMBAI

FILING NO. OF 2017

CASE NO. OF 2017

IN THE MATTER OF

Petition seeking approval for procurement of around 200 MW Solar power on long term basis from rooftop/ground mounted solar power projects proposed to be set up in the premises of existing MSEDCL's substations and approval for consideration of this solar power procured for fulfillment of RPO of MSEDCL

AND

IN THE MATTER OF

Regulation 7 and 19 of Maharashtra Electricity Regulatory Commission (Renewable Purchase Obligation, Its Compliance And Implementation Of REC Framework) Regulations, 2016;

AND

Section 62 and 86 1(b), (e) of the Electricity Act 2003

AND

Regulation 94 of MERC (Conduct of Business) Regulation, 2004.

AND

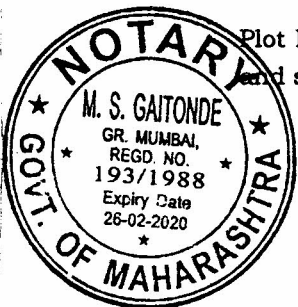
IN THE MATTER OF

Maharashtra State Electricity Distribution Company Ltd

.....Petitioner;

Affidavit on behalf of Maharashtra State Electricity Distribution Company Limited.

I, Kavita Gharat, aged 40 Years, having my office at MSEDCL, Prakashgad, Plot No.G-9, Anant Kanekar Marg, Bandra (E), Mumbai-400051 do solemnly affirm and say as follows:



I am Chief Engineer (Power Purchase) of Maharashtra State Electricity Distribution Co. Ltd., the Petitioner in the above matter and duly authorized by the said Petitioner to make this affidavit.

The statements made in the enclosed Petition under Regulation 7 and 19 of MERC (Renewable Purchase Obligation, Its Compliance and Implementation Of REC Framework) Regulations, 2016 seeking approval for procurement of around 200 MW Solar power on long term basis from rooftop/ground mounted solar power are based on the information received from the concerned officers of the Company and I believe them to be true.

I say that there are no proceedings are pending in any court of law/tribunal or arbitrator or any other authority, wherein the Petitioner is a party and where issues arising and /or relief sought are identical or similar to the issues arising in the matter pending before the Commission.

I solemnly affirm at Mumbai on this day of *20th* day of November 2017, that the contents of this affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

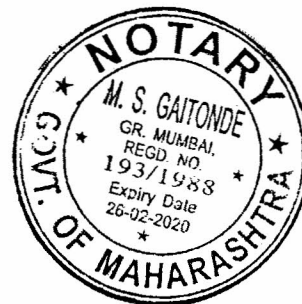
ksblawat
Deponent

Identified before me

AKH
AKHILESH TRIPATHI
B.A., LL.B.
ADVOCATE HIGH COURT
Office : Lawyer's Chamber,
Bhaskar Building, 2nd Floor, A. K. Marg
Bandra (East), Mumbai - 400 051.

BEFORE ME
ms *20/11/2017*
M. S. GATONDE
BALLM
NOTARY
GREATER MUMBAI
GOVT OF MAHARASHTRA
INDIA

NOTED	REGISTER
Sr. No. 3010	20-11-2017



**BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY
COMMISSION, MUMBAI**

FILING NO. OF 2017

CASE NO. OF 2017

IN THE MATTER OF

Petition seeking approval for procurement of around 200 MW Solar power on long term basis from rooftop/ground mounted solar power projects proposed to be set up in the premises of existing MSEDCL's substations and approval for consideration of this solar power procured for fulfillment of RPO of MSEDCL,

AND

IN THE MATTER OF

Regulation 7 and 19 of Maharashtra Electricity Regulatory Commission (Renewable Purchase Obligation, Its Compliance And Implementation Of REC Framework) Regulations, 2016;

AND

Section 62 and 86 1(b), (e) of the Electricity Act 2003

AND

Regulation 94 of MERC (Conduct of Business) Regulation, 2004.

Maharashtra State Electricity Distribution Company Ltd

.....Petitioner;

The Petitioner Respectfully submits as under:

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- 1.1. Maharashtra State Electricity Distribution Co. Ltd. (hereinafter to be referred to as "MSEDCL" or "the Petitioner") has been incorporated under Indian Companies Act, 1956 pursuant to decision of Government of Maharashtra to reorganize erstwhile Maharashtra State Electricity Board (herein after referred to as "MSEB").
- 1.2. MSEDCL is a Company constituted under the provisions of Government of Maharashtra, General Resolution No. PLA-1003/C.R.8588/Energy-5 dated 25th January 2005 and is duly registered with the Registrar of Companies, Mumbai on 31st May 2005.
- 1.3. MSEDCL is functioning in accordance with the provisions envisaged in the Electricity Act, 2003 and is engaged, within the framework of the Electricity Act, 2003, in the business of Distribution of Electricity to its consumers situated over the entire State of Maharashtra, except some parts of city of Mumbai.

2. Background:

- 2.1. The Electricity Act 2003, section 62 states as under;

(Determination of tariff): — (1) The Appropriate Commission shall determine the tariff in accordance with the provisions of this Act for —

(a) supply of electricity by a generating company to a distribution licensee:

Provided that the Appropriate Commission may, in case of shortage of supply of electricity, fix the minimum and maximum ceiling of tariff for sale or purchase of electricity in pursuance of an agreement, entered into between a generating company and a



licensee or between licensees, for a period not exceeding one year to ensure reasonable prices of electricity; (b) transmission of electricity ;

(c) wheeling of electricity;

(d) retail sale of electricity:

Provided that in case of distribution of electricity in the same area by two or more distribution licensees, the Appropriate Commission may, for promoting competition among distribution licensees, fix only maximum ceiling of tariff for retail sale of electricity.

Further section 86, 1 (b) and (e) states as under:

86. (1) The State Commission shall discharge the following functions, namely: -

.....

(b) regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State;

.....

(e) promote cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licence;



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2.2. The National Tariff Policy 2016, under clause No. 6.4 (1), provides that *'the Appropriate Commission shall fix a minimum percentage for purchase of energy from renewable sources taking into account availability of such resources in the region and its impact on retail tariffs'*.

2.3. Regulation 2 (1) (j) of the MERC (Renewable Purchase Obligations, Its Compliance and Implementation of REC Framework) Regulations, 2016 makes it clear that:

"An 'Obligated Entity' means the distribution licensees, users owning captive power plants, and open access consumers in the State of Maharashtra, who have to mandatorily comply with renewable purchase obligation under these Regulations subject to fulfillment of conditions outlined under Regulation 5".

Hence, RPO of distribution companies/ direct buyers of Electricity were to be fixed by SERCs across the States.

3. MERC--(RPO, its compliance and implementation of REC framework) Regulations, 2016:

3.1. As per Regulation 7.1 of the RPO Regulations 2016, the revised RPO targets are as below:

Year	Quantum of purchase (in%) from RE sources (in terms of energy equivalent in kWh)		
	Solar	Non-Solar (other RE)	Total
2017-18	2.00%	10.50%	12.50%
2018-19	2.75%	11.00%	13.75%
2019-20	3.50%	11.50%	15.00%



3.2. It is submitted that, MSEDCL has contracted Renewable Energy (as on 31.08.2017) for fulfillment of Solar and Non-Solar RPO target on preferential tariff with all RE generators except for 1000 MW solar power from SECI through competitive bidding, which is as below:

Sr. No.	Source of Renewable Energy	Contracted Capacity in MW	Commissioned Capacity in MW
1	Wind	3631.65	3631.65
2	Bagasse based Co-generation	1999.75	1904.85
3	Biomass	211	157
4	Small Hydro	115.625	88.875
5	Solar	1327	322
6	MSW	4	4
Total		7289.03	6108.38

3.3. In view of above, MSEDCL RPO Compliance (provisional) for FY 2016-17 and FY 2017-18 (1st quarter) is as below:

FY 2016-17:

MSEDCL GEC in (MU)		Solar RPO (MU)		Non Solar RPO (MU)		Total	
111536	Target	1115	1.00%	11154	10.00 %	12269	11.0%
	Achievement	422	0.38%	9332	8.37 %	9753	8.74%
	Shortfall	693 MU		1822 MU		2516 MU	



FY 2017-18 (1st Quarter):

MSEDCL GEC in (MU)		Solar RPO (MU)		Non Solar RPO (MU)		Total	
33373	Target	637	2.00%	3342	10.50 %	3979	12.50%
	Achievement	105	0.33%	2372	7.45 %	2477	7.78%
	Shortfall	532 MU		970 MU		1502 MU	

3.4 It is to submit that, MSEDCL is in shortfall of 693 MUs for fulfillment of Solar RPO target and 1822 MUs for fulfillment of Non- Solar RPO target for FY 2016-17.

Also, there is shortfall of 532 MUs for fulfillment of Solar RPO target and 970 MUs for fulfillment of Non- Solar RPO target for FY 2017-18-1st quarter.

4. MSEDCL's proposal for establishment of Solar Projects on spare land at its existing Sub-station:

4.1. It is to submit that, Ministry of New and Renewable Energy, Government of India has set a target of 8% of solar power by 2021-22. The objective of National Solar Mission is to achieve 100 GW installed capacity by the end of 2022.

4.2. Further, Regulation 7.2 of MERC (Renewable Purchase Obligation, Its Compliance And Implementation Of REC Framework) Regulations, 2016 also states that, Obligated entities may meet its RPO *by way of own generation* or procurement of power from another RE source or by purchase from Licensee or by purchase of RECs or a combination of these options.



- 4.3. It is submitted that, as per Regulation 7.2 of the RPO Regulations, 2016 the procurement of RE power generated within Maharashtra by a Distribution Licensee at a rate other than that approved by the State Commission directly from a generator or a Trading Licensee shall not be considered as eligible quantum for fulfillment of RPO of such Distribution Licensee.
- 4.4. In view of above facts and in order to contribute to the target set by GoI, MSEDCL is willing to use spare land at its substations for the generation of solar energy to mitigate its RPO target given by Hon'ble Commission.
- 4.5. It is submitted that, MSEDCL is having 3257 nos. of 33-22/11kV Substations in Maharashtra as on March 2017. Power is distributed from these substations to the consumers.
- 4.6. It is further submitted that, MSEDCL has already conducted a survey to ascertain availability of spare land in the substation premises. The data of 3257 nos. of substations is collected which shows that spare land is available in the substations. In the detail Substation wise report, it is found that, in around 300 Substations, the spare land available is more than 10,000 sq.m. in each substation. The said report is annexed herewith as **ANNEXURE-I**.
- 4.7. It is to submit that, at present the spare land in substations is idle and not generating any revenue to MSEDCL. On these lands, the solar power plants can be established ranging from 0.5MW- 1.0MW capacities as per the availability and size of land. Initial study



revealed that by utilizing spare land available at Substations around 200MWp Solar power can be generated in the substation premises.

4.8. It is to submit that, MSEDCL has entered in to MoU with M/s EESL, a PSU of Govt. of India for development and implementation of solar generation plant at MSEDCL's substation. A non-binding MoU (ANNEXURE-II) is signed between MSEDCL & M/s. EESL on 14.06.2017 in presence of the Hon. MoE (GoI), Hon. CM (GoM), Hon. EM (GoM). This MoU confirms the preliminary discussion between MSEDCL and M/s. EESL regarding their intention to enter into transaction or service pertaining to establishment of solar projects on the spare land available in the premises of MSEDCL's Substations and switching stations.

4.9. It is to further submit that, after a series of discussions and negotiations held between M/s. EESL and MSEDCL , M/s EESL agreed to erect solar plant and supply the power from the solar projects on the spare land available in the premises of Substations and switching stations at levellised tariff Rs. 3 per unit for a tenure of 25 years which is very much competitive in present scenario and is less than the preferential tariff determined by the Honorable Commission.

5. Cost Benefit Analysis:

5.1 It is submitted that, Maximum solar capacity to be generated is 200 MW. Considering CUF 17.5% for solar power purchase and 6% losses in transmission & distribution, the cost benefit analysis is as below:



Solar capacity to be generated	200 MW
CUF for Solar power purchase	17.5%
Total Energy generated (A)	$200 \times 0.175 \times 24 \times 365$
	306.6MUs
Losses for 33KV level	6%
Avoided generation (B)	$(A) \times 1.06$
(Considering 6% loss of 33KV level)	324.99MUs
Preferential levellised tariff rate for solar generation as per Hon'ble Commission's order dtd 28.04.2017	Rs 5.13per unit
Cost of avoided generation (C)	$(B) \times 5.13$
	Rs.166.7 Crs
Rate of Power purchase offered by M/S EESL for 25 years	Rs. 3 per unit (levellised)
Cost of Power generation to be paid by MSEDCL to M/s EESL (D)	$(A) \times 3$
	306.6×3
	Rs 91.98 Crs
Saving per year(C-D)	Rs 74.9 Crs
Tentative Cost of line evacuation including civil (Considering 300 nos. of location at substation generating 0.5 to 2MW per solar plant)	Rs 60 Crs

RB



5.2 Thus, from the above it is clear that there is substantial saving in cost of power which has been reduced due to direct solar power generation at substation. The annual cost saving is Rs 74.9 Crs. Also it can be seen that payback period for the evacuation arrangement is less than 1 year.

5.3 Some other benefits of this project are enumerated below:

1. Good quality day time power supply to Farmers:

This project is most beneficial to Ag consumers as they will get day time power supply and also during the peak hours. This project is implemented particularly for this purpose only.

2. Reduced peak energy demand:

As per the current load position, there is huge demand recorded during the day time. Due to this scheme the peak energy demand will be reduced as Ag consumers will be operated on solar power.

3. Reduction in breakdown resulting in consumer satisfaction.

4. Saving on the transmission & distribution network cost.

5. Reduced T&D losses.

5.4 In view of above, draft PPA with terms & conditions in line with guidelines issued by Ministry of Power, Government of India for tariff based competitive bidding process for procurement of power from grid connected solar PV projects is prepared and is annexed as **ANNEXURE-III** for approval of Hon'ble Commission.



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6 Prayers:

In view of the above the Petitioner respectfully prays to the Hon'ble Commission:

- a) To admit the Petition as per the provisions of the Regulation 19 of MERC (RPO, Its Compliance and Implementation of REC Framework) Regulations, 2016.
- b) To approve the solar power procurement of MSEDCL from the solar power projects to be developed by EESL, on the spare land available in the existing MSEDCL's substations and switching substations on Long term basis for 25 year at a rate of Rs.3.00 per unit, as per section 62 and 86 1 (b), (e) of E.A 2003.
- c) To approve the draft PPA with terms & conditions in line with guidelines issued by Ministry of Power, Government of India for tariff based competitive bidding process, to be signed between EESL & MSEDCL.
- d) To allow MSEDCL to consider this solar power for meeting the Solar RPO requirements.
- e) To consider the submission made by the Petitioner and consider the same positively while deciding the Petition as well as for further actions;
- f) To pass any other order/relief as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case and in the interest of justice;

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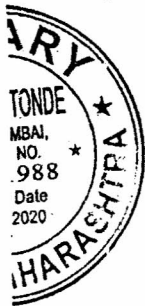
- g) Condone any error/omission and to give opportunity to rectify the same;
- h) To permit the Petitioner to make further submissions, addition and alteration to this Petition as may be necessary from time to time.

Sharma

Chief Engineer (Power Purchase)

Place:

Date:



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD					
ASSET OPEN LAND INFORMATION AS ON 19.05.2017. (More than 20,000sq.m)					
Sr.No	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
1	33 KV S/S GHATNANDUR	AMBEJOGAI	o911104	31300	29233.5
2	33 KV S/S CHINCHWAN	AMBEJOGAI	o911602	20800	20624
3	33 KV S/S Yenegoor	Tuljapur	O932101	25000	22005
4	NEW MIDC LATUR (STORE CENTRE)	Latur	o921202	30595	20570.55
5	Purna Tq.	Parbhani-I	0821409	32000	29501
6	Nimbhora	Savada	717105	27200	24620
7	11 KV S/S Mahal	Mahal	0115104	146.73	24713.87
8	33 KV S/Stn. & Major StoreKamptee	Mouda	0123402	48450	24138.76
9	33 KV Mouda	Mouda	0123408	31935	24933.3
10	Adm. Building Vidyut Bhavan Borgaon, Wardha	Wardha	0133301	36000	27012.44
11	33 kv S/Stn Badnera	Amravati Rural	0412202	45200	36600
12	33 kv S/Stn Nandgaon Kh., Staff Qtr.	Amravati Rural	0412601	30000	22436
13	33 kv S/Stn,OPH Colony, S/Dn. Badnera, Staff Qtr.	Amravati Urban	0413304	45200	38636
14	33KV S/Stn Pole Factory	Washim	0521602	26600	21681
15	33 KV S/S Tiroda	Gondia	0321403	38000	35000
16	33 KV S/S Deori	Deori	0322302	76500	71917
17	Bhor	Saswad		58800	55130
18	Jategaon Khurd	Kedgaon		80000	76330
19	Tapola	Wai	254050	28300	25764.75
20	Jamb (Chindhwali)	Wai	254020	76000	50700
21	Gopuj (Aundh)	Vaduj	254063	25400	22864.75
22	Talbid MIDC	Karad	254008	46350	43814.75
23	33/11 kv Gadhinglaj sub station, Adm. Bldg. Staff quarters, Sub Division office	Gadhinglaj	144056	36090	31641
24	33/11KV Substation Sawarde	Jaysingpur	144046	24300	20995
25	Kherdi	Chiplun	234054	28349	23534.09
26	Talebazar	Kankavali	264001	80600	78350
27		UCR		51500	40000

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD

ASSET OPEN LAND INFORMATION AS ON 19.05.2017. (More than 10,000sq.m & up to 20,000sq.m)

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
1	OPH Premises	Urban Division-I	611201	29449.37	14402.00
2	33 KV S/S GADHEJALGAON	Aurangabad Rural Dn. I	621207	13000	10164
3	33 KV S/S CHOWKA	Aurangabad Rural Dn. I	621101	13500	10296
4	33 KV S/S PACHOD	Aurangabad Rural Dn. I	621301	19400	16526
5	33 KV S/S VIHAMANDAWA	Aurangabad Rural Dn. I	621304	16100	13928
6	33 KV S/S BALANAGAR	Aurangabad Rural Dn. I	621305	16100	14097
7	33 KV S/S KATPUR	Aurangabad Rural Dn. I	621315	16300	14136
8	33 KV S/S LIMBEJALGAON	Aurangabad Rural Dn. II	622102	16000	11998.68
9	33 KV S/S LASUR	Aurangabad Rural Dn. II	622103	16400	13078
10	33 KV S/S GANGAPUR	Aurangabad Rural Dn. II	622104	23600	12000
11	33 KV S/S SIDHENATH WADGAON	Aurangabad Rural Dn. II	622105	14400	11045
12	33 KV WALUJ GARWARE	Aurangabad Rural Dn. II	622112	23000	14596.59
13	33 KV S/S PHULAMBRI	Aurangabad Rural Dn. II	622301	15900	10390
14	33 KV S/S BABRA	Aurangabad Rural Dn. II	622305	17900	13482
15	33 KV S/S BAZAR SAWANGI	Aurangabad Rural Dn. II	622204	15300	12104
16	33 KV S/S CHIKALTHAN	Kannad	623103	13500	10407
17	33 KV S/S DEOGAON RANGARI	Kannad	623104	20400	17307.36
18	33 KV S/S DEVALGAON BAZAR	Kannad	623504	14600	12024
19	33 KV S/S BANOTI	Kannad	623603	15500	13213
20	33 KV S/S SHIVLOOR	Kannad	623401	19200	13809
21	33 KV S/S MAHALGAON	Kannad	623302	16200	13335
22	33 kv s/s Pole Factory	Jalna-I	631403	27587	13000
23	33 KV S/S Ner	Jalna-I	631502	19500	16530
24	33 KV S/S Sewali	Jalna-I	631503	16000	12582
25	33 KV S/S Rajur	Jalna-I	631202	14900	11646
26	33 KV S/S Hasnabad	Jalna-I	631203	16200	10535
27	33 KV S/S WADIGODRI (SAUNDALGAON)	Jalna-II	632110	16000	12016
28	33 KV S/S RANIUNCHEGAON	Jalna-II	632202	16200	12194
29	33 KV S/S KUMBHAR PIMPALGAON	Jalna-II	632205	16200	11808
30	33 KV S/S RANJANI	Jalna-II	632207	13200	10415

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
31	33/11 KV S/S Chousala	BEED	o912301	13200	10896
32	33/11 KV S/S Limbaganesh	BEED	o912302	12500	10842.63
33	33/11 KV S/S Nathapur	BEED	o912304	14300	12466
34	33/11 KV S/S Talwada	BEED	o912401	12000	10041.4
35	33/11 KV S/S Shirasmarg	BEED	o912402	16400	14579.7
36	33/11 KV S/S Umapur	BEED	o912404	16500	14735
37	33/11 KV S/S Chakalamba	BEED	o912405	12600	10102.58
38	33/11 KV S/S Georai	BEED	o912406	14700	12176.82
39	33/11 KV S/S Patoda	BEED	o912501	16200	14607.1
40	33/11 KV S/S Raimoha	BEED	o912602	13000	11182
41	33/11 KV S/S Dhanora	BEED	o912101	14900	13150
42	33/11 KV S/S Kada	BEED	o912102	12000	10300
43	33/11 KV S/S Lukhamasla	BEED	o912408	14200	11956
44	33/11 KV S/S Umapur	BEED	o912404	16500	14239.5
45	33 KV S/S yellamghat	BEED	o912315	14300	12450.7
46	33 KV S/S sirasdevi	BEED	o912414	13800	11716.25
47	33 KV S/S PARLI (OPH)	AMBEJOGAI	o911501	20200	15900
48	33 KV S/S BARDAPUR	AMBEJOGAI	o911103	14900	12700
49	33 KV S/S DHARUR	AMBEJOGAI	o911201	18200	16376
50	33 KV S/S ADAS	AMBEJOGAI	o911204	17100	15014.69
51	33 KV S/S BANSAROLA	AMBEJOGAI	o911305	15600	13850
52	33 KV S/S CHINCHWAN	AMBEJOGAI	o911302	20800	18723.15
53	33 KV S/S KAIJ	AMBEJOGAI	o911306	16100	15774
54	33 KV S/S NATHRA	AMBEJOGAI	o911503	13200	11541
55	33 KV S/S DAUTPUR	AMBEJOGAI	o911504	20400	17956
56	33 KV S/S POHNER	AMBEJOGAI	o911506	14800	12335
57	33/11 K.V. S/S Sirsala	AMBEJOGAI	o911515	16000	14034.65
58	33 KV S/S leet,	Osmanabad	O931101	20000	15000
59	33 KV S/S Moha	Osmanabad	O931201	14000	10000
60	33 KV S/S Shiradhone	Osmanabad	O931202	20000	15520
61	33 KV S/S Kallamb.	Osmanabad	O931212	29100	20000
62	33 KV S/S Kamegaon	Osmanabad	O931306	16200	12000
63	33 KV S/S Anala	Osmanabad	O931503	16000	11000
64	33 KV S/S Dhoki	Osmanabad	O931601	20000	15000
65	33 KV S/S Ter	Osmanabad	O931602	16600	11000
66	33 KV S/S Yeadshi	Osmanabad	O931603	23700	19000
67	33 KV S/S Washi	Osmanabad	O931701	16000	12000
68	33 KV S/S Lohara	Tuljapur	O932102	16200	12233
69	33 KV S/S Sastur (R)	Tuljapur	O932105	20000	13650
70	33 KV S/S Malumbra	Tuljapur	O932303	20050	13088
71	33 KV S/S Yeati	Tuljapur	O932309	16200	11000
72	33 KV S/S Murum	Tuljapur	O932310	16000	12200
73	33 KV S/S HARANGUL	Latur	o921114	16000	12525
74	33 KV S/S BOPALA	Latur	o921418	13500	11400
75	33 KV S/S GADWAD	Latur	o921419	15700	13037
76	33 KV S/S MAMDAPUR	Latur	o921101	19600	17159.3
77	33 KV S/S MURUD-AKOLA	Latur	o921420	16000	13716.5
78	O.I.C. OFFICE PANGAON	Latur	o921424	15100	12460
79	PCPF Murud	Latur	o921428	26108	18000
80	33 KV S/S KILLARI	Nilanga	o922207	15300	13850
81	33 KV S/S LAMJANA	Nilanga	o922203	12000	11902
82	33 KV S/S NILANGA	Nilanga	o922318	17000	12218

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
83	33 KV S/S KASARSHIRSHI	Nilanga	o922304	16000	11936
84	33 KV S/S KASARBALKUNDA	Nilanga	o922303	12000	10317
85	33 KV S/S YEROL	Nilanga	o922404	12000	10300
86	33/11 KV S/S ZARI	Udgir	o923202	16200	13152
87	33/11 KV S/S NALEGAON	Udgir	o923209	17100	14574
88	33/11 KV S/S HALI	Udgir	o923408	16200	11847
89	33/11 KV S/S WANJARWADA	Udgir	o923402	16400	13762
90	33/11 KV S/S AHMEDPUR	Udgir	o923107	16200	12430
91	33/11 KV S/S KINGAON	Udgir	o923104	15000	12242
92	33/11 KV S/S SHIRUR TAJBAND	Udgir	o923409	16400	13075
93	33/11 KV S/S DEVONI	Udgir	o923305	16200	13388
94	33/11 KV S/S AHMADPUR NEW	Udgir	o923109	16900	12430
95	Ardhapur Sub-Station, Nanded-Hingoli Road, Ardhapur.	Rural Division	0812102	13000	10127
96	Kandhar Sub-Station, Kandhar.	Rural Division	0812203	16000	12000
97	Kalambar Sub-Station, Loha.	Rural Division	0812301	12000	10000
98	Barad Sub-Station, Barad- Sonkhed Road, Nanded.	Rural Division	0812401	16500	13589
99	Bhokar (OPH), Nanded- Kinwat Road, Bhokar.	Bhokar Division	0813104	20500	19000
100	Hadgaon Sub-Station, Sub- Division Premises, Hadgaon.	Bhokar Division	0813202	20000	19800
101	Nivgha Sub-Station, Hadgaon.	Bhokar Division	0813206	15700	11000
102	Tamsa Sub-Station and Unit Office, Hadgaon.	Bhokar Division	0813210	12800	10100
103	Ashti Sub-Station, Hadgaon.	Bhokar Division	0813212	12600	11600
104	Himayatnagar Sub-Station, Nanded-Kinwat Road, Himayatnagar.	Bhokar Division	0813306	12100	10600
105	Islapur Sub-Station, Himayatnagar.	Bhokar Division	0813310	16500	14800
106	Bothroad (Bodhadi) Sub- Station, Kinwat.	Bhokar Division	0813401	12500	10900
107	Sarkhani Sub-Station, Kinwat.	Bhokar Division	0813408	17600	15100
108	Arjapur Staff-Quarters Colony, Biloli.	Degloor Division	0814101	16000	13374
109	Mukramabad Sub-Station, Degloor.	Degloor Division	0814211	13320	12800
110	Dharmabad Sub-Station, Dharmabad.	Degloor Division	0814302	16000	13374

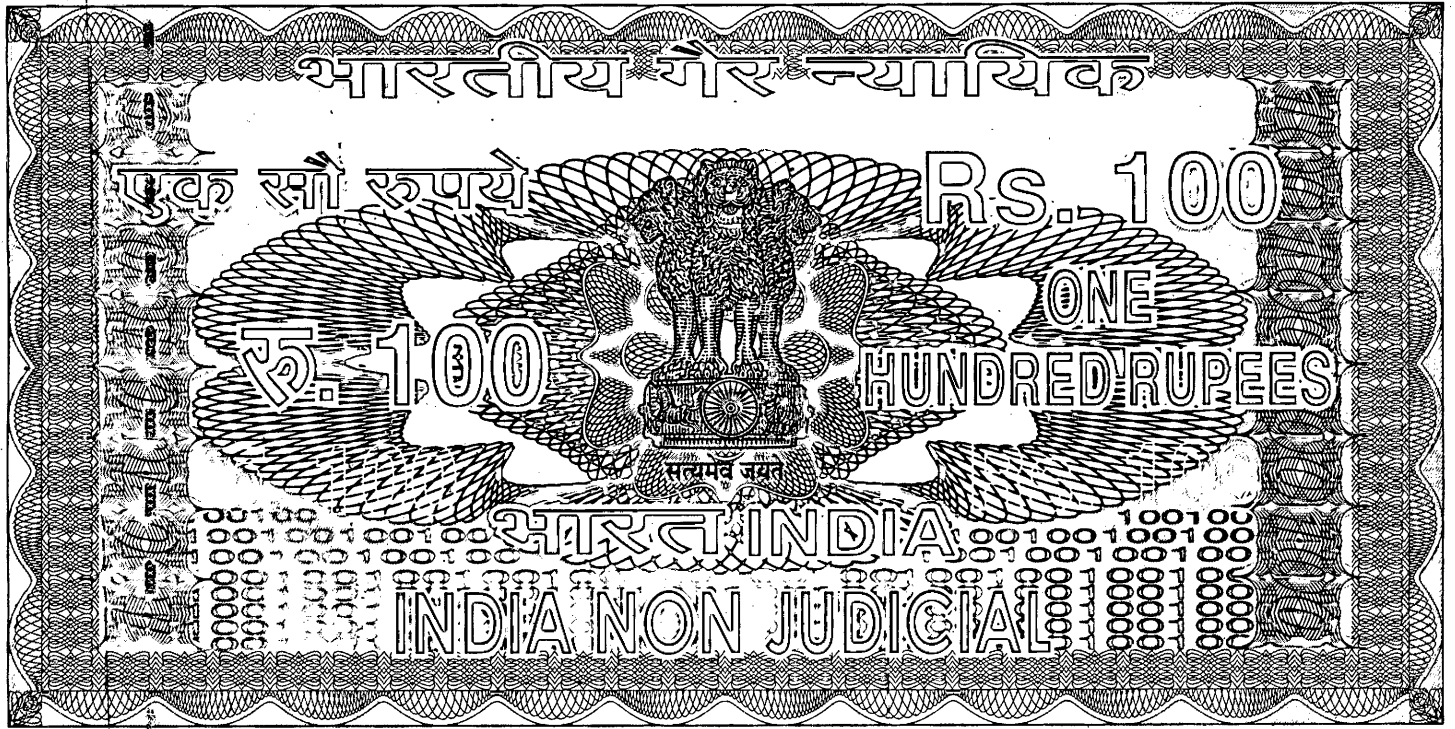
Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
111	Karkheli Sub-Station, Dharmabad.	Degloor Division	0814303	13700	11000
112	Mukhed Sub-Station, Mukhed.	Degloor Division	0814406	14000	11089
113	33/11 KV S/Stn., Aundha(N)	Hingoli	0831101	16200	12901
114	33/11 KV S/Stn., Basmath	Hingoli	0831202	19400	14440
115	33/11 KV S/Stn., Hatta	Hingoli	0831203	17200	14970
116	33/11 KV S/Stn., Adgaon	Hingoli	0831302	16100	13301
117	33/11 KV S/Stn., Kalamnuri	Hingoli	0831401	17100	12140
118	33/11 KV S/Stn., Goregaon	Hingoli	0831501	20000	16701
119	33/11 KV S/Stn., Sengaon	Hingoli	0831502	19000	16770
120	Midc Parbhani	Parbhani-I	0821106	13584	10089
121	Gangakhed PCPF	Parbhani-II	0822109	22400	19709
122	Rampuri	Parbhani-II	0822303	16000	13990
123	Palam	Parbhani-II	0822403	17200	14701
124	Sailu	Parbhani-II	0822508	16100	12679
125	Sonpeth	Parbhani-II	0822603	13800	10801
126	Khondamali	Nandurbar	731201	16200	14038
127	Mandana	Shahada	732203	16500	13842
128	Borad	Shahada	732501	13300	10280
129	Village Ner	Dhule Rural	721101	16000	11000
130	Junvane	Dhule Rural	721103	20000	16000
131	Kusumba	Dhule Rural	721104	19700	16000
132	Jaitane	Dhule Rural	721203	19200	13200
133	Pimpalner	Dhule Rural	721301	23400	17400
134	Nakane Dhule	Dhule UCR	722101	32000	12000
135	MIDC Dhule	Dhule UCR	722102	33000	20000
136	Deopur Tq. & Dist.Dhule	Dhule UCR	722201	20000	12000
137	Boris	Dhule UCR	722301	15700	11700
138	Nyahalod	Dhule UCR	722302	20000	16000
139	Navalnagar	Dhule UCR	722306	18000	10000
140	Songir	Dhule UCR	722401	16000	11000
141	Boradi	Dondaicha	723301	20000	16500
142	Sule	Dondaicha	723401	20000	15000
143	11 KV S/S Govind Bhavan	Civil Lines	0114102	461.2	16439.58
144	33 KV S/S Gorewada	Civil Lines	0114404	2788.8	15008.5
145	33 KV Kuhi	Nagpur (R)	0122201	21000	18974.17
146	33 KV Sirsi	Nagpur (R)	0122303	13379	10782.62
147	33 KV Khapa	Saoner	0124201	20100	18025
148	33 KV S/Stn. Sahur	Arvi	0131202	16500	13002.64
149	33 KV S/Stn. Karanja	Arvi	131301	22900	17799.57
150	33 KV S/Stn. Kharangana	Arvi	0131401	20080	15192.56
151	33 KV S/Stn. Pimpalkhuta	Arvi	0131402	16100	12754.37
152	33 KV Vijaygopal	Arvi	0131503	16200	13145.7
153	33 KV Anji	Wardha	0133501	17200	13527.98
154	33Kv S/stn Jarida	Achalpur	0411508	16000	11436
155	33 kv S/Stn Dabka, Staff Qtr	Achalpur	0411715	20000	17436
156	33 kv S/Stn Bhatkuli	Amravati Rural	0412302	16400	10000
157	33 kv S/Stn Tiwasa, Staff Qtr.	Amravati Rural	0412704	20100	12500

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
158	33 kv S/Stn Hiwarkhed, Staff Qtr.	Morshi	0414204	18200	11636
159	33 kv S/Stn Lehgaon, Staff Qtr.	Morshi	0414303	25300	18736
160	33 kv S/Stn Shendurjana Ghat, Staff Qtr.	Morshi	0414402	22900	16336
161	33 KV S/Stn LONBEHAL	Yavatmal	0421102	14800	12794.15
162	33 KV S/Stn DABHA(PAHUR) and OIC Building Pahur	Yavatmal	0421202	16200	11845.2
163	33 KV S/Stn NER	Yavatmal	0421401	15300	11482.75
164	33 KV S/Stn RALEGAON	Yavatmal	0421501	24200	19674
165	33 KV S/Stn LADKHED	Yavatmal	0421602	16200	11463
166	33 KV S/Stn VASANT NAGAR	Pusad	0422306	14100	11697
167	33 KV S/Stn PHULSAWANGI	Pusad	0422403	18200	11300.4
168	33 KV S/Stn GAHUL	Pusad	0422501	14200	10720.5
169	33 KV S/Stn GHATODI	Pusad	0422502	14200	11356
170	33 KV S/Stn JAMB BAJAR	Pusad	0422503	16500	11870
171	33 KV S/Stn SAWARGAON(GORE)	Pusad	0422505	14300	12376
172	33 KV S/Stn MOHADA	Pandharkawada	0423109	16200	12925
173	33 KV S/Stn MAREGAON	Pandharkawada	0423201	14400	11107
174	33 KV S/Stn BORI(PATAN)	Pandharkawada	0423301	19100	16705
175	33 KV S/Stn KARANJI	Pandharkawada	0423302	15000	11660
176	33 KV S/Stn SHINDOLA	Pandharkawada	0423401	15000	11708
177	33 KV S/Stn GHONSA(DAHEGAON)	Pandharkawada	0423508	16200	13557.26
178	33 KV S/Stn KAYAR	Pandharkawada	0423509	16200	13235
179	33 KV S/Stn Umbardabazar	Washim	0521105	16000	12771
180	33 KV S/Stn Kamargaon	Washim	0521106	16200	12666
181	33 KV S/Stn Kinhiraja	Washim	0521201	16100	14229
182	33 KV S/Stn Asegaon	Washim	0521304	16200	13386
183	33 KV S/Stn Dapura	Washim	0521403	16000	12553
184	33 KV S/Stn. Risod	Washim	0521503	16200	14030
185	33 KV S/Stn. Masalpen	Washim	0521504	12910	10854
186	33KV S/Stn Pimpalgaon	Washim	0521605	16200	13648
187	33 KV S/S Suryatola + store shed	Gondia	0321102	14800	10000
188	Supa	Baramati	214422	20000	16330
189	Wadagaon Nimbalkar	Baramati	214473	20000	16330
190	Redani	Baramati	214505	15000	11330
191	Pimpri Budruk	Baramati	214409	16000	12330
192	Bhat Nimgaon	Baramati	214410	23300	19630
193	Nimgaon Ketaki	Baramati	214468	20000	16330
194	Indapur	Baramati	217021	20000	16330
195	Dahitane (Khamgaon)	Kedgaon	214499	20000	16330
196	Kedgaon(Dapodi)	Kedgaon	214432	20000	16330
197	Sanasawadi	Kedgaon	217036	14000	10330
198	Morgaon	Baramati	214524	19100	15430

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
199	Adm. Bldg. Krishnanagar	Satara		18050	17441.82
200	Parali	Satara	254014	14000	13469
201	Old MIDC Satara	Satara	254010	16200	13399.25
202	Panchagani	Wai	254049	22433	19632.25
203	Wai MIDC	Wai	254019	24255	19374
204	Shenewadi	Vaduj	254029	12600	10064.75
205	Budh	Vaduj	254028	16600	14064.75
206	Kokrale	Vaduj	254026	16800	16662
207	Masur	Karad	254006	20000	17199.25
208	Umbraj	Karad	254003	21800	18999.25
209	Dhebewadi	Karad	254025	17900	15099.25
210	Mhavashi (Patan)	Karad		15900	13364.75
211	Bedkevasti(Asu)	Phaltan	254048	18100	15564.75
212	Wakhari	Phaltan	254051	20000	17464.75
213	Shindewadi	Phaltan	254045	17000	14464.75
214	karajagi	Solapur Rural	274086	19500	16950
215	Shirval	Solapur Rural	274071	15500	13100
216	Mendargi	Solapur Rural	274079	17800	15400
217	Valasang	Solapur Rural	274099	16200	13800
218	Kumbhari	Solapur Rural	274113	20231	17831
219	Vadala	Solapur Rural	274089	15000	12600
220	Shetfal	Solapur Rural	274082	18100	15700
221	Pangari	Barshi	274005	16000	13600
222	Wadegaon	Pandharpur		16000	13600
223	Karandewadi(udanwadi)	Pandharpur	274066	16300	13900
224	Gheradi	Pandharpur	274061	12500	10100
225	Sangola	Pandharpur	274216	17700	15300
226	Karkamb	Pandharpur		17500	15100
227	Degaon	Pandharpur	274119	13000	10600
228	Bhalwane	Pandharpur	274048	12500	10100
229	Pandhrpur Link Road	Pandharpur	274144	20200	17200
230	Karkamb	Pandharpur	274052	15400	13000
231	Bhandishegaon	Pandharpur	274049	18300	15900
232	Bathan	Pandharpur	274029	15000	12600
233	Nimboni	Pandharpur	274034	16000	13600
234	Aandhalgaon	Pandharpur	274028	15000	12600
235	Mangalwedha L-76	Pandharpur	274033	16200	13800
236	Shreepur	Akaluj	274088	16100	13700
237	Malshiras L-27	Akaluj	274038	16500	14100
238	33/11 kv Bajarbhogaon sub station, Staff quarters	Rural Dn - I	144008	13200	10696
239	33/11 kv Digawade sub station	Rural Dn - I	144013	16000	13123
240	33/11 kv Satave sub station, Store shed	Rural Dn - I	144014	15000	12160
241	33/11 kv Gaganbawada sub station, Staff quarters, Sub division office, sectin office, Toilet block, Pump House.	Rural Dn - I	144006	22100	17564

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
242	33/11 kv Kapashi sub station & Section office, Pump House	Rural Dn. - II	144018	14800	10257
243	33/11 kv Sonage sub station, Store Shed, Pump house	Rural Dn. - II	144019	12600	10805
244	33/11 kv Solankur sub station	Rural Dn. - II	144066	14100	11526
245	33/11 kv Chandgad sub station, Staff quarters, Sub Division.	Gadhinglaj	144061	15500	13515
246	33/11 kv Shinoli sub station & Staff quarters	Gadhinglaj	144062	19000	15911
247	33/11 kv Halkarni sub station, Staff quarters	Gadhinglaj	148016	19600	17622
248	33/11 KV Substation Kothali	Jaysingpur	144042	20000	16400
249	33/11 KV Substation Kumbhoj	Jaysingpur	144041	16000	13260
250	Bilur	Kavthe mahankal	244031	19000	16000
251	Daphalapur	Kavthe mahankal	244022	14100	11100
252	Darikonur	Kavthe mahankal	244049	17100	14100
253	Belunki	K Mahankal	244009	18900	15900
254	Kadepur	Vita	244012	15900	10000
255	Alsund	Vita	244028	13000	11000
256	Kargani	Vita	244045	14000	11000
257	Pait	Rajgurunagar	214490	21200	16000
258	Lonawala(Nagargaon)	Rajgurunagar	214404	29520	20000
259	Talegaon Dabhade	Rajgurunagar	213007	23400	10000
260	Perne	Mulashi		25600	15000
261	Pali	Ratnagiri	234004	14100	11008.8
262	Chafe	Ratnagiri	234006	14900	13156.13
263	Lanja	Ratnagiri	234017	16850	13827.82
264	Dhartale (Rajapur)	Ratnagiri	234014	12300	10510.8
265	Padave	Ratnagiri	234015	17000	15210.8
266	Pachal	Ratnagiri	234016	16720	13914.08
267	Ganekhadpoli	Chiplun	234056	17911	14826.57
268	Margtamhane	Chiplun	234062	14200	11476.65
269	Turambav	Chiplun	234068	13700	11620
270	Shringartali	Chiplun	234055	15500	13088.76
271	Dapoli	Khed	234053	12141	10346.64
272	Vanoshi	Khed	234064	13600	10720.74
273	Kudavale	Khed	234061	15100	12969.38
274	Mandangad	Khed		20400	18395.16
275	Kumbharmath	Kankavali	264005	13700	10000
276	Oras	Kudal	264012	18100	15500
277	Amboli	Kudal	264007	16000	14200

Sr.No.	Name of sub station	Name of O&M Division	Sub station code	Area of Plot (Sqm)	Vacant plot Area (Sqm)
278	22 KV Switching Station at Plot No. 178, Ulhasnagar-3	O&M Division-I Ulhasnagar	283171	33220	10000
279	33/11 KV S/Stn Girnare	Nashik Urban -II		14600	11790
280	Wani 33/11 KV S/Stn	Nashik Rural		18900	14900
281	Wavi 33/11 KV S/Stn	Nashik Rural		16194	10980
282	Lasalgaon sub station	Chandwad		28000	19476
283	Ghogargaon	Karjat		17300	12870
284	Jamkhed	Karjat		16200	10000
285	Jawla	Karjat		18200	14689
286	Jeur	UCR		19400	15020
287	Parner	UCR		16500	12242
288	Palaspur	UCR		13400	10310
289	33/11 KV Sub station Bokar	Shrirampur		16200	11700
290	33/11 KV Sub station Sutgirani	Shrirampur		20000	12382
291	33/11 KV Sub Station Ashwi Kh	Sangamner		16000	13190
292	Kopergaon S/Stn Dn.1 & 2 (Power House)	Sangamner		22900	20000
293	33/11 KV Sub Station Kolapewadi	Sangamner		16200	10000
294	33/11 KV Sub Station Pohegaon	Sangamner		15300	10000



महाराष्ट्र MAHARASHTRA

● 2017 ●

RW 282562

प्रधान मुद्रांक कार्यालय, मुंबई
 प. मु. वि. क्र. ८०००२०
 23 JUN 2017
 सक्षम अधिकारी
 श्री. प्र. ना. विचघरे

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective from dt: 14/07/2017, is to confirm discussions between Energy Efficiency Services Ltd (EESL), an organisation under Ministry of Power, Govt. of India, is a company Registered under the laws of India; with its registered office at 4th Floor, Sewa Bhawan. R. K. Puram, Sector- 1, New Delhi and corporate office at 4th Floor, IWAI Building, A-13 Sector 1, Noida, 201301 (UP) India and Maharashtra State Electricity Distribution Co. Ltd (MSEDCL), an organisation registered under the laws of India with its registered office at Hongkong Bank Building, M. G. Road, Fort, Mumbai - 400 001 and corporate office at Prakashgrah, Anant Kanekar Marg, Bandra East, Mumbai- 400 051.

Sanyu Kumar

[Handwritten Signature]

Article 1: Purpose and Scope

This MOU confirms the preliminary discussions between MSEDCL and EESL regarding their intention to enter into transactions or services pertaining to implementation of the following programs under Phase I and the programs may be scaled up at the later stage under this MOU.

S No	Name of the Programme	Estimated Capacity / Qty	Total Estimated Investment
1	Grid connected solar PV based agriculture pump sets for farmers	200 MW	Rs. 1,000 Cr.
2	Establishment of Solar PV based Power projects in MSEDCL substation premises.	200 MW	Rs. 800 Cr.

This Memorandum of Understanding is made to facilitate EESL for establishment, delivery, implementation and/or testing and commissioning of the aforesaid Project(s).

EESL will obtain necessary permissions / registrations / approvals /clearances etc. from the concerned departments of the State, as per the existing policies / rules and regulations of the State Government. MSEDCL will extend all kind of necessary support to EESL for this work.

For projects at Sr. No 1, the EESL shall establish the Grid connected solar PV based AG pump sets for farmers in the farmers land. The capacity of the Solar PV panels installed will be approximately three times the capacity of the agricultural pump set. The energy generated from the project will be sold to State DISCOM.

For projects at Sr. No 2, the MSEDCL shall provide the required land to EESL . EESL will develop the said land as per the requirement of the project . The power evacuation arrangement is to be made by EESL for setting up the small Solar PV projects of 0.5 MW to 2 MW capacity.

For programs with Sr. No 1 and 2, EESL will sign a long term Power Purchase Agreement (PPA) with MSEDCL for 25 years broadly on the lines of agreement signed by MSEDCL with SECI.

Under these programs, EESL would invest around Rs 1800 Cr (Rupees One Thousand Eight Hundred Crores Only) for setting up of all the Projects under Phase I. Based on the discussions with the State Government/MSEDCL the Solar PV and Agricultural DSM Programs will be implemented in a phased manner and will be completed in the next 2 years from the date of entering into the formal agreements. The stakeholders under this program will be State Govt. /DISCOMs /Farmers or farmers Cooperative Society/ EESL.

Article 2: Non-Binding MOU for Future Cooperation

This MOU describes the general conditions and arrangements for further discussions between the parties and is non-obligatory. The exact terms and conditions of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other Party's decision to terminate this MOU, the other Party's performance under this MOU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s). Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party.


Sanyu Kumar



Article 3: General Terms and Conditions

- A.) Term: This MOU shall remain in full force and effect for a period of twenty four (24) months from the effective date, unless it is: (i) superseded by any or all of the definitive documents contemplated in Article 2 (or such other definitive documents as the parties may agree to enter into for their mutual benefit), or (ii) earlier terminated for convenience by the parties in writing by giving 30 (thirty) calendar days' notice.
- B.) Modification; Waiver; Severability; Assignment: No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion, if any provision of this MOU is held invalid under any applicable law, such holding shall not affect the validity of remaining provisions and same shall continue in full force and effect. Neither party may assign this MOU, in whole or in part, without the prior written consent of both the non-assigning party.
- C.) Headings: Headings used in this MOU are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this MOU.
- D.) Entire Agreement: This MOU represents the entire understanding and MOU between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations or agreements, oral or written, regarding the subject matter hereof.
- E.) Counterparts: This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same MOU. This MOU and any document or schedule required hereby may be executed by facsimile signature that shall be considered legally binding for all purposes.

AGREED AND ACCEPTED:

Sanjeev Kumar
Maharashtra State Electricity Distribution Co. Ltd.

Name: **SANJEEV KUMAR**

Designation **CMD**

Address:
Hongkong Bank Building,
M. G. Road, Fort,
Mumbai - 400 001

P.T. Reshme
WITNESS: **P.T. Reshme**
NAME: **ED In/for MSKOLL**

Saurabh Kumar

Energy Efficiency Services Limited

Name: **SAURABH KUMAR**

Designation **MD**

Address:
4th Floor, IWAI Building
A-13 Sector-1,
Noida- 201 301 (UP)

Rajneesh Rana
WITNESS: **(RAJNEESH RANA)**
NAME: **ADDL. GENERAL MANAGER (B.D.L.C)**



POWER PURCHASE AGREEMENT

FOR

**SMALL SOLAR PV POWER PROJECTS
UPTO 200 MW**

AT

MSEDCL SUBSTATIONS

FOR 25 YEARS

Between

**Maharashtra State Electricity
Distribution Company Ltd. (MSEDCL)**



And

**Energy Efficiency Services Limited
(EESL)**



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(On Rs 500 Non Judicial Stamp Paper)

THIS POWER PURCHASE AGREEMENT [the “Agreement”] is **made on the day.....**
of..... of at Mumbai, Maharsatra, India.

Between

M/s Energy Efficiency Services Limited, A JV of PSUs of Ministry of Power, Govt. of India (“EESL”) (the “Seller”), a company incorporated in India and registered under the Companies Act, 1956, having its registered office at 4th Floor, Sewa Bhawan, R. K Puram, New Delhi-110066 and corporate office at 4th and 5th Floor, IWAJ Building A-13, Sector 1 Noida ,201301 (UP) ,hereinafter referred to as “**EESL**”, or “**Seller**” or “**Solar Power Producer or SPP**”, 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

Maharashtra State Electricity Distribution Company Limited (“MSEDCL”) (the “Procurer”), a company incorporated in India and registered under the Companies Act 1956, having its registered office at Prakashgad, Plot No. G-9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai-400051, Maharashtra (hereinafter referred to as “**MSEDCL**” or “**Procurer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **SECOND PART.**

Each of the “Procurer” and “Seller” are individually referred to as “Party” and collectively to as the “Parties”

WHEREAS:

- a) Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) has signed a Memorandum of Understanding (MoU) with Energy Efficiency Services Limited (EESL) on 14 July, 2017 to procure power from small Solar PV based power plants to be developed within MSEDCL's substations premises.
- b) EESL (SELLER) desires to interconnect the facilities with the MSEDCL Grid and sell and deliver to PROCURER at the Interconnection point, 100 % of the solar energy produced by the facilities from the date of commissioning of the Solar Projects.
- c) MSEDCL hereinafter referred to as “Procurer”, has agreed to purchase total electricity annually generated from approx. 200 MW small Solar PV based power plants within PROCURER substations for 25 years for fulfillment of Procurer’s Solar RPO Targets.
- d) The Solar Power Producer (SELLER) has agreed to sign this Power Purchase Agreement with Procurer for sale of Solar PV Power generated from small Solar PV based power plants for 25 years as per the terms and conditions of this Agreement.
- e) Procurer agrees to procure Solar PV Power up to the Contracted Capacity from the SELLER as per the terms of this Agreement.
- f) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SELLER to Procurer.

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

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

“Act or Electricity Act 2003”	Shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
“Affected Party”	means the EESL (SELLER) or MSEDCL (PROCURER) whose performance has been affected by an event of Force Majeure. An event of Force Majeure affecting the CTU/STU or any other agent of PROCURER, which has affected the transmission line beyond the delivery/metering point, shall be deemed to be an event of Force Majeure affecting EESL &MSEDCL;
“Affiliate”	Company shall mean a Company that, directly or indirectly, i) controls, or ii) is controlled by, or iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the voting rights of the other Company;
“Agreement” or “Power Purchase Agreement” or “PPA”	means this Solar Energy Purchase Agreement executed between SELLER and PROCURER including the Exhibits attached hereto;
“Appropriate Commission”	shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76, or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in section 83 of the Electricity Act 2003, as the case may be;
“Approvals”	means the permits, clearances, licenses and consents as are listed in Schedule 8 hereto and any other statutory approvals required for generation and sale of power;
“Auxiliary Energy Consumption”	means the electrical energy consumed by SELLER from the PROCURER’s System to meet its own energy requirement as recorded in the energy meter;

"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;
"Billing Period"	Shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs;
"Billing Date"	shall be the first Business Day after the Metering Date of each Billing Period;
"Business Day"	shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Mumbai ;
"Capacity Utilisation Factor (CUF %)"	means the ratio of actual gross energy generated by the project to the equivalent energy output at its rated capacity over the year;
"Check Meter"	means the meter, connected to the core of the Current Transformers (CTs) and Potential Transformers (PTs) to which the Main meter is connected and shall be used for energy accounting and billing in case of failure of the Main Meter;
"Commercial Operation Date"	Shall mean the actual date of commencement of supply of respective Solar Power projects at various substations and such date as specified in a written notice given at least ten days in advance by the Seller to Procurer;
"Commissioning"	A solar PV Project will be considered commissioned if all equipment as per rated project capacity has been installed and energy has flown into the Grid.
"Change in Law"	shall have the meaning ascribed thereto in Article 15.1 of this Agreement;
"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 Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;

“Consultation Period”	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 16 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Contract Year”	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
“Contracted Capacity”	shall mean up to 200 MW (AC capacity) at Delivery point of Solar PV power contracted with Procurer for sale of such power by the Seller; The total capacity of all the small solar PV power plants installed by the Seller at individual sites cumulatively will be considered as total commissioned project capacity;
“Day”	shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
“Delivery Point”	Shall be the interconnection point at which the Solar Power Producer (SELLER) shall deliver the power to the State Transmission utility. The metering shall be done at this point of Interconnection;
“Dispute”	shall mean any difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 19 of this Agreement;
“Due Date of payment”	shall mean the last day of the month provided the bill is received and acknowledged by the Procurer(s) up to 10th day of the month. For the bills received and acknowledged by the Procurer after 10th, it shall be the 30th day from such date;
“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 Default”	shall mean the events as defined in Article 16 of this Agreement;

“Expiry Date”	shall mean the date occurring Twenty Five (25) years from the date of commercial operation of Project subject to that the supply of power shall be limited for a period of 25 years from the Commercial Operation Date of respective small solar power plants;
“Facility”	shall mean the small Solar PV Power plant installed at PROCURER substation
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 14 of this Agreement;
“Forced Outage”	means any condition of the facility that requires immediate disconnection of the Facility, or some part thereof, from service and/or the period of interruption or reduction or shutdown of the Facility attributed to unforeseen conditions other than planned or scheduled outages;
“Generation Point”	shall be the kWh generated at the source point at small Solar PV power plant (facility);
“Generation Capacity”	means the capacity of the Project at the generating terminal(s) installed in a phased manner and shall generate up to 200 MW capacity
“GOI”	means Government of India;
“GOM”	means Government of Maharashtra;
"Grid Code" / "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
“Incremental Receivables”	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of State of Maharashtra and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the SELLER in accordance with Article 9 of this Agreement;
“Invoice” or “Bill”	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice /Supplementary Bill by any of the Parties;

“Interconnection Point”	means point of interface of solar power plant facility with distribution system at which the Solar Energy is delivered to the PROCURER’s System and such interface point on 11 kV side of the pooling substation/ sub-station within the premises of the solar power plant facility in the switchyard of solar power plant;
“Injected Energy”	shall mean the kilo watt hours of Electricity actually generated and measured by the energy meters at the Delivery/Interconnection Point in a Billing Period;
“kV”	means KiloVolts.
“kWH”	means KiloWatt hour.
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 13 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 Commission;
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“Main Meters”	means the meters installed at the Metering Point to primarily measure the Solar Energy for purposes of accounting and/or billing. The main meter shall be ABT type meter.
“MERC”	shall be the Maharashtra Electricity Regulatory Commission.
"Metering Date"	for a Billing Period, means the midnight of the last Day of the calendar month.
“Metering Point”	is the physical point at which the meters are installed on the State Grid to measure the Solar Energy sold to PROCURER at the Interconnection Point. The meter shall be installed in switchyard in the premises of the solar power plant;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
“MW”	means MegaWatts;
“MWh”	means megawatt-hour, i.e. a unit of energy equal to one thousand kWh;
“Non-firm power”	‘Non-firm power’ means the power generated from renewable sources, the hourly variation of which is dependent upon nature’s phenomenon like sun, cloud, wind, etc., that cannot be accurately predicted;

“O & M Default”	shall mean any default on the part of the Seller for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Utility Practices).
“Party” and “Parties”	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 16 of this Agreement;
“Power Project” or “Project”	shall mean the Solar power generation facility of installed capacity ranging from 0.5 MW to 2 MW with cumulative capacity of 200 MW located at PROCURER assigned substations.
"Utility Practices"	means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines;
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 13.1.5 of this Agreement;
“Renewable Energy”	means the grid quality electricity generated from renewable energy sources;
“Renewable Energy Power Plants”	means the power plants other than the conventional power plants generating grid quality electricity from renewable energy sources.
“Renewable Purchase Obligation (RPO)”	is framework provided as per MERC (RPO/ REC Regulations), 2016 and as amended from time to time . The Procurer will be eligible for RPO as per the MERC Order.
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs." "INR" Or “₹”	shall mean Indian rupees, the lawful currency of India;
“Scheduled Commercial Operation Date” or “Scheduled COD”	shall be a date, 13 months from the date of handover of an encumbrance free area/land within substation premises with all approvals or an additional period of 3 months shall be considered, if required, when the respective Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;

“Solar Photovoltaic” or “Solar PV”	shall mean the small solar power plants that use sunlight for direct conversion into electricity and that is being set up by the Seller to provide Solar Power to the Procurer;
“Solar Power”	shall mean power generated from the small solar power plants;
“State Agency”	Maharashtra Energy Development Agency or any other Agency designated by MERC
“State Transmission Utility” or “STU”	Means State Transmission Utility as notified by the Government of the State for electricity transmission.
“Sun Hours”	Time of the day when solar radiations are available for generation of power.
“Tariff”	Shall have the same meaning as provided for in Article 10 of this Agreement;
“Tariff Period”	means the 25 years’ period from the COD of the respective small solar power plant
"Tariff Payments"	shall mean the payments to be made under Monthly Bills as referred to in Article 10;
“Technical Limits”	means the limits and constraints described in Schedule 6, relating to the operations, & maintenance of the Project.
“Term of Agreement”	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 16 of this Agreement;
“Voltage of Injection”	means the voltage at which the Electricity generated by the Project is required to be injected at 11kV at the PROCURER substation
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure(s);
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (100,000);
- 1.2.4 A "million" means a reference to ten lakh (1,000,000);
- 1.2.5 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.6 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.7 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.8 "Rupee", "Rupees" "Rs." "INR" or "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.9 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.10 Words importing the singular shall include the plural and vice versa;
- 1.2.11 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented

only if agreed to between the parties;

- 1.2.12 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.13 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.14 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.15 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.16 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 1.2.17 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.18 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

ARTICLE 2 : TERM OF AGREEMENT

2.1 Effective Date

- 2.1.1 This Agreement shall be deemed to have come into force with effect from the date of signing of this agreement and shall remain in full force from the date of commissioning of last unit of the Project from which solar power is committed to be generated under this Agreement and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

1. This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period on mutually agreed terms and conditions between Seller and Procurer at least one hundred eighty (180) days prior to the Expiry Date.
The extension or renewal of PPA after expiry of term of agreement should be mutual consented. If not renewed up to maximum 3 months post expiry of PPA, the project

assets after expiry of term of agreement shall be handed over to procurer i.e. MSEDCL.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date:

- i. if either Seller or the Procurer terminates this Agreement, pursuant to Article 16 (Events of Default and Termination), of this Agreement; or
- ii. in such other circumstances as the Seller or the Procurer may agree, in writing;

2.3.2 Notwithstanding to anything contained under this agreement, in case of early termination whether for convenience or default, Procurer will pay to SELLER for the services received till the end date of the termination, including the unamortized project cost incurred by SELLER.

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, 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 14 (Force Majeure), Article 16 (Events of Default and Termination), Article 17 (Liability and Indemnification), Article 19 (Governing Law and Dispute Resolution), Article 20 (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 : ROLES & RESPONSIBILITIES IN DEVELOPMENT OF THE PROJECT

3.1 SELLER's Obligations :

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

- a) Designing, engineering, supply, construction, erection, testing, commissioning and O&M of up to 200 MW of small solar power plant projects in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Utility Practices; and
- b) To comply with the provisions of IEGC/State Grid Code prevailing ABT order issued by CERC, and other technical operational and safety criteria; and

- c) It is the responsibility of SELLER to obtain and maintain necessary policies of insurance during the term of this agreement consistent with Standard Utility Practice; and
- d) The commencement of supply of power up to the Contracted Capacity to Procurer no later than the Commissioning Date and continuance of supply of Power throughout the term of Agreement; and
- e) Owning the Power Projects throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 18; and
- f) Fulfilling all obligations undertaken by the SELLER under this Agreement; and
- g) Ensure that the design and construction of the Facilities shall be in line with technical specifications and the provisions of permissions from GOI/ MNRE/ GOM/ MEDA/ PROCURER and shall be as per the requirements of any Govt. guidelines and standards prescribed; and
- h) To commission the small solar PV power plants as per the capacities available at the substations of Maharashtra; and
- i) To have necessary protective equipment and interlocking facilities, which shall be so coordinated that any malfunctioning or abnormality in any of the Facilities shall not adversely affect the State Grid System and in the event of such malfunctioning or abnormality SELLER Facilities circuit breaker shall trip first to protect the equipment;

3.2 PROCURER's Obligations:

- a) Obtaining all necessary licenses/ sanctions/ approvals/ clearances from Governmental Agencies inter-alia, and maintaining it in full force and effect during the Term of this Agreement including:
 - i. All approvals and clearances from the Maharashtra Energy Development Agency (MEDA), Government of Maharashtra, will be obtained by PROCURER.
 - ii. All the applicable land related permits & Clearance shall be obtained by PROCURER.
 - iii. PROCURER shall provide Permission and Evacuation Approval including approval of the single line diagram of proposed connectivity with PROCURER's System and Protection logic.
 - iv. Any other statutory permission as may be required shall be obtained by PROCURER. The Permissions should be submitted preferably within one month after execution of PPA however, in any case before commissioning of the project.
- b) Off-take and purchase the total electricity generated by SELLER from the small solar power plant(s)

- c) Off-take and purchase of the electricity generated by the SELLER subject to Force Majeure events; and
- d) Appointment of a nodal officer from PROCURER within 30 days from signing of this Agreement who would be responsible for:
 - i. Overall coordination of project activities
 - ii. Single point of contact for all approvals including commissioning of the projects for SELLER
- e) Providing encumbrance free developed plot/land to SELLER on lease basis at rate of Re.1/year for a period of 27 years. The period of lease can be extended further as mutually agreed; and
- f) Providing change of land usage (CLU) or deemed CLU, and MEDA registration; and
- g) Construction of approach road to the site and WBM periphery road along with drainage system and its maintenance during the project period; and
- h) Assisting SELLER for availing construction supply; and
- i) Providing fencing of the plot; and
- j) Geotechnical studies including soil and water test reports and submit the civil engineering reports to SELLER; and
- k) Construction and erection of complete evacuation line along with ABT meters from the switchyard of small solar power plant(s) to interconnection point at PROCURER/MSETCL substations. Energy Meter (ABT) will be located at switchyard of the small solar power plant. Comprehensive Operation and Maintenance of this evacuation of this system will be carried out by PROCURER; and
- l) Construction of bays at switchyard & substation along with all necessary associated equipment's and protection & metering system at interconnection point at PROCURER/MSETCL substation; and
- m) Provide water supply to SELLER during construction and O&M period; and
- n) Providing security for the solar power plant by means of existing security staff of PROCURER at respective sub stations; and
- o) May allow SELLER to use the existing master control room (MCR) of the substation(s) for the purpose of installation of control equipment for small solar power plant; and
- p) Providing single line diagrams of the substation(s); and
- q) Support SELLER in grid synchronization and related activities; and

- r) Ensure feeder/s, from injection point, to remain energized during the sun hours to enable export of generated power to the injection point; and
- s) Maintaining records of any planned/ unplanned outages of the plant due to PROCURER/MSETCL grid; and
- t) PROCURER shall agree to make the payment to SELLER as per the terms and conditions of this PPA; and
- u) PROCURER to facilitate with local Govt. bodies for Exemption of all fees/charges/cess levied by any Govt. authority including the Local Govt. Bodies (Panchayat) for 25Years as per the Government Resolution (GR) published by GoM time to time.
- v) Allow SELLER to avail Accelerated Depreciation (AD) benefit for any or all the projects commissioned under this Agreement. SELLER shall submit declaration whether to avail AD benefit or not, before commercial operation date (COD) of the project(s)
- w) In case of privatization/liquidation of procurer, this agreement shall remain valid and all the obligations and all terms and condition shall remain valid between SELLER and thereto in charge agency/company.
- x) MSDECL will not provide/construct any structure within its premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.

ARTICLE 4 : FACILITY DESCRIPTION:

4.1 Summary Description

SELLER shall construct, own, operate and maintain the Facilities, consisting of Solar PV panels and associated equipment having installable capacity at PROCURER substation(s) as indicated in the “**Schedule 1**” to this Agreement which includes a complete written description of the Facility, including identification of the solar PV technology and other equipment and components that make up the Facilities.

The capacity of each small solar power plant shall be a minimum of 0.5 MW to maximum of 2 MW. However, the capacity of each small solar power plant may vary depending on the land area available at PROCURER substation(s). SELLER will implement up to 200 MW of cumulative capacity of solar PV power plants.

4.2 Location of the Facilities

The facilities shall be located on the Sites and shall be identified as small Solar PV power Plants. The list of substations provided by PROCURER for exploring the possibility of setting up the small solar PV power plants up to 200 MW are indicated in the “**Schedule 2**” to this agreement.

SELLER shall carry out the survey of all the substations to assess the installation capacity at each site. SELLER shall update on timely basis to PROCURER on the survey analysis, and PROCURER shall develop the additional substation(s) sites to enable SELLER to install small solar PV power plants of up to 200 MW.

ARTICLE 5 : INTERCONNECTION AND EVACUATION

5.1 Interconnection:

5.1.1 PROCURER shall permit SELLER to interconnect and operate in parallel its Facility with the State Grid System

5.2 Evacuation:

5.2.1 The responsibility of getting connectivity with the transmission system owned by the DISCOM(s)/STU will lie with the PROCURER. The cost of the transmission line up to “the interconnection point” shall be borne by the SELLER.

5.2.2 PROCURER shall construct the necessary power evacuation infrastructure as per article 3.2 of this agreement

5.2.3 The Injection Point(s) for the small solar PV power plant(s) shall be at 11 kV located at within the substation premises.

5.3 Purchase and sale of Contracted Capacity

Subject to the terms and conditions of this Agreement, the SELLER undertakes to sell to Procurer and Procurer undertakes to pay Tariff for all the energy at the interconnection point up to the Contracted Capacity. Total Projects commissioned by the seller at MSEDCL substations will operate within a CUF range of 23% to 12% calculated for all the project sites (cumulative capacity of the installed projects). However, year on year degradation of solar Panels as per MNRE standards shall follow.

Procurer is obligated to purchase maximum energy(.....MUs) corresponding to 23% CUF only at the interconnection point. However, any excess energy generated over and above the 23% CUF from the cumulative installed capacity shall be purchased at 100% of the tariff rate by the PROCURER. In case of non-supply of minimum energy....Mus corresponding to 12% CUF by Seller ,the shortfall of MUs (below 12% CUF), PROCURER shall be compensated at a rate of solar REC, however the upper limit on the rate of Solar RECs shall be limited as per the tariff in this PPA.

5.4 Extensions of Time

5.4.1 In the event that the SELLER is prevented from performing its obligations under

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Article 3.1 by the Scheduled Commissioning Date due to:

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

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 5.2, for a reasonable period, to permit the SELLER or Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SELLER or Procurer, or till such time such Event of Default is rectified by Procurer.

- 5.4.2 Subject to Article 5.4.1, in case of extension occurring due to reasons specified in Article 5.4.1(a), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than nine (9) Months.
- 5.4.3 In case of extension due to reasons specified in Article 5.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of six (6) months any of the Parties may choose to terminate the Agreement as per the provisions of Article 16.
- 5.4.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 19.
- 5.4.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.
- 5.4.6 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond 9 months.

5.5 Acceptance/Performance Test

Prior to synchronization of the Project, the SELLER shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the PROCURER to carry out testing and certification for the solar power projects. PROCURER is required to assess the certification process of synchronization within 10 days from the date of request by SELLER.

ARTICLE 6 : SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

6.1 Synchronization, Commissioning and Commercial Operation

- a. The SELLER shall give MSEDCL at least Thirty (30) days advanced preliminary written notice and at least Ten (10) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.
- b. Subject to Article 6.1 (a), the Power Project may be synchronized by the SELLER 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.
- c. The SELLER shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/Grid System and checking/verification is made by the concerned authorities of the Grid System.
- d. The SELLER shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected and all other concerned authorities in accordance with applicable Grid Code.

6.2 Commercial Operations Date:

SELLER shall notify and achieve Commercial Operations Date within 13 months for each project site from the date of handover of the individual site from the PROCURER and shall be fully capable of reliably producing the Solar Energy to be provided under this Agreement and delivering such Solar Energy to PROCURER's at the Interconnection Point(s).

In case of part commissioning of 200 MW small solar PV projects, each project capacity shall be required to have a minimum capacity of approx. 500 kW be installed. For the un-executed portion of the total capacity (i.e. 200 MW) due to any of the reasons by MSEDCL and /or EESL, the Scheduled Commercial Operations Date shall be reviewed and negotiated at mutual consent.

6.3 Notice of Commercial Operations:

As and when all the permissions and approvals required for the Facilities to sell Solar Energy at the rates and terms specified under this Agreement have been obtained and all interconnection facilities are available to receive Solar Energy from the Facilities, SELLER shall specify in a written notice ("COD Notice") to PROCURER not later than 10 days that

- i. The Facilities are constructed in accordance with this Agreement and are ready to deliver Solar Energy in accordance with the terms hereof;

6.3.1 Such notice shall take effect and the Commercial Operations Date will be achieved following PROCURER's declaration that all of the conditions set forth in this Section and Article 3 have been satisfied or waived off by PROCURER:

- i. SELLER has to complete the testing of the facilities in accordance with the manufacturer's recommendations, successfully. SELLER has to submit the required testing reports;
- ii. SELLER has delivered to the PROCURER a list of the facilities' equipment, showing the make, model, serial number and certified the installed capacity of the facilities;
- iii. The facilities have achieved initial synchronization with the PROCURER's / State Grid System and has demonstrated the reliability of its communications systems and communications with the PROCURER.
- iv. SELLER has operated the facilities without experiencing any abnormal or unsafe operating conditions on any interconnected system;

6.3.2 Subject to Article 6.1.2, the Power Project may be synchronized by the SELLER to the Grid System when it meets all the connection conditions prescribed in Maharashtra Grid Code then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the Grid System.

6.3.3 For the avoidance of doubt it is clarified, that any repair or maintenance costs incurred by the SELLER as a result of Procurer's breach of its obligations, shall be reimbursed in full by Procurer to SELLER.

6.3.4 Third Party Verification:

- a. The Seller shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to the Procurer and a third Party nominated by MSEDCL for inspection and verification of the works being carried out by the Seller at the site of the Power Project.
- b. The third party may verify the construction works/operation of the Power Project being carried out by the Seller 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 Seller to comply as per the scope of work under PPA.

ARTICLE 7 : DISPATCH

7.1 Dispatch

- 7.1.1 The Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by PROCURER from time to time.

ARTICLE 8 : MEASURING AND METERING:

8.1 Meters:

- 8.1.1 PROCURER shall install separate meters so as to measure solar gross generation.
- 8.1.2 The ABT metering equipment which will be installed by PROCURER consisting of Main and Check Meters with separate CT and PT shall be identical in make, technical standards and of 0.2s accuracy class and calibration and comply with the requirements of Electricity Rules.
- 8.1.3 The meters installed at the Metering Point shall have four quadrant, three phase, four wires and provision for on line reading and time slots as required by PROCURER & SLDC.
- 8.1.4 Metering arrangements shall be made by PROCURER keeping in view guidelines/regulations notified by MERC, if any. Meters shall comply with the requirements of CEA regulation on 'Installation and Operation of meters'.
- 8.1.5 SELLER shall be responsible to operate the solar power plant as envisaged under PPA and PROCURER to provide appropriate facility (ies) instrumentation & metering arrangement to enable monitoring of generation.

8.2 Testing of the metering equipment :

- 8.2.1 The Main and Check Meters shall be tested for accuracy, with a portable standard meter, by the PROCURER's Testing Division PROCURER shall carry out the calibration, periodical testing, sealing and maintenance of meters in the presence of the authorized representative(s).
- 8.2.2 The frequency of meter testing shall be annual. All the meters will be tested only at

the Metering Point. PROCURER will provide a copy of the test reports to EESL.

- 8.2.3 If during testing, both the Main and Check Meter are found within the permissible limit of error i.e. 0.5%, the energy computation will be as per the Main Meter. If during test, any of the Main Meters is found to be within the permissible limits of error but the corresponding Check Meter is beyond the permissible limit; the energy computation will be as per the Main Meter. The Check Meter shall be calibrated immediately.
- 8.2.4 If during the tests, the Main Meter is found to be beyond permissible limits of error, but the corresponding Check Meter is found to be within the permissible limits of error, then the energy computation for the month up to date and time of such test check shall be in accordance with Check Meter. The Main Meter shall be calibrated immediately and the energy for the period thereafter shall be as per the calibrated Main Meter.
- 8.2.5 If during any of the monthly meter readings, the variation between the Main meter and the Check meter is more than 0.5%, all the meters shall be re-tested and calibrated immediately by PROCURER.

8.3 Installation of Meters:

- 8.3.1 The metering system shall be provided at Interconnection Point as per MERC metering code.

8.4 Joint Meter Reading:

- 8.4.1 The meter readings at the Metering Point shall be undertaken jointly by the representatives of the MSEDCL / PROCURER, and the authorized representative of the Seller on the 1st day of every month for the preceding month. The meter readings shall be jointly certified by both representatives of the State Grid / PROCURER and the Seller. However for the ease of operation, PROCURER may certify the meter readings based on the meter reading data made available through online monitoring system.
- 8.4.2 The Joint Meter Reading shall be furnished by PROCURER's Jurisdictional Officer to the Office of the PROCURER for further processing. The total energy received for sale of Solar Energy to PROCURER will be ascertained by PROCURER office on the basis of the Joint Meter Readings.

ARTICLE 9 : INSURANCES

9.1 Insurance

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

9.1.1 Application of Insurance Proceeds

9.1.2 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.

9.1.3 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

9.2 Effect on liability of Procurer:

9.2.1 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 SELLER can claim compensation, under any Insurance shall not be charged to or payable by Procurer.

ARTICLE 10 : SALE AND PURCHASE OF SOLAR ENERGY

a. At COD, SELLER will sell and deliver and PROCURER will purchase and accept all of the Solar Energy of the Facilities at the Points of Delivery, subject to the terms and conditions of this Agreement. PROCURER will pay to SELLER for the Solar Energy as metered at the Point of Delivery at the fixed tariff as per clause 10.b.

b. The Tariff applicable for entire period of the agreement i.e. 25 years from COD shall be as per the table below:

Particulars	Tariff Period	Levelized Tariff (INR/kWh) – Exclusive of all taxes/duties/cess etc
Solar PV	25 years	3.00

c. The purchase of energy by PROCURER from SELLER under the PPA shall be in the nature of firm purchase. There shall be no restriction on the supply of energy Units by SELLER to PROCURER, except for force majeure conditions.

d. If the SELLER is in position to generate and evacuate the solar power but on account of unavailability/failure of PROCURER grid, the generated solar power is unable to be injected into grid , then in that case the SELLER shall be paid per unit compensation by PROCURER as deemed generation and supply charges for the period that the supply was interrupted. Calculation of deemed generation shall be done based on average billing meter readings of last 7 days when the feeder was live.

e. PROCURER shall allow SELLER to draw power for its auxiliary consumption required for the project from the respective PROCURER substation corresponding to the small solar power plants. Such consumption shall be billed by the PROCURER separately to the SELLER.

10.1 Transmission and Delivery Arrangements

SELLER shall be responsible for all electric losses, transmission and ancillary service arrangements and costs (excluding the PROCURERs scope as per Article 3) required to deliver the Solar Energy and Test Energy output, on a firm transmission basis, from the Facilities to the PROCURER up to the Interconnection Point(s).

ARTICLE 11 : OPERATIONS AND MAINTENANCE

- a. SELLER covenants to operate the facilities as an integrated part of the PROCURER's System/ grid.
- b. SELLER covenants to operate and maintain the Facilities in safe and reliable operating condition and in compliance with Standard Utility Practices and within the specified voltage and frequency ranges. However, security for the solar power plant by means of existing security staff at substations shall be provided by PROCURER. Any loss or damage to the solar power plant due the negligence or existing security staff will be at the risk and cost of PROCURER and SELLER will be compensated for such losses or damages by PROCURER.
- c. SELLER shall provide suitable automatic disconnection arrangement for the Facilities, in case the ranges of electrical characteristics go outside the limits specified, due to the PROCURER's System constraints or due to any other reason.
- d. SELLER will devise and implement a plan of inspection, maintenance and repair of the Facilities and the components thereof in order to maintain such equipment in a safe and reliable operating condition and in accordance with Standard Utility Practices, and shall keep records with respect to such inspections, maintenance and repairs.
- e. When Forced Outages of the facilities occur, SELLER shall notify the PROCURER of the existence, nature and expected duration of the Forced Outage as soon as practicable after the Forced Outage occurs. SELLER shall immediately inform PROCURER of changes in the expected duration of the Forced Outage unless relieved of this obligation by PROCURER for the duration of each Forced Outage.
- f. In case of any forced outage on account of grid instability, failure etc by PROCURER, then PROCURER shall inform about such outage in advance to SELLER in writing or

on email.

- g. SELLER and PROCURER shall jointly maintain Operating Records at the Facilities that contain an accurate and up to date operating log, in electronic format, records of production, changes in operating status, Scheduled Outages and Forced Outages during the Term of this Agreement, including such records as may be required by MERC.
- h. SELLER shall ensure that appropriate Officers of PROCURER and /or MEDA and/or Govt. of Maharashtra shall at all reasonable times, including weekends and nights have access to the Facilities to read meters and perform all inspections, maintenance, service and operational reviews as may be appropriate to facilitate the performance of this Agreement.

ARTICLE 12 SELLER: BILLING AND ENERGY ACCOUNTING

12.1 General:

- a. From the commencement of supply of power by the Seller from a particular facility, the Procurer shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in Article 10. All Tariff Payments by the Procurer shall be in Indian Rupees.

12.2 Delivery and Content of Monthly Bills:

- 12.2.1 The Seller shall issue to the Procurer a signed Monthly Bill based on the Joint Meter Readings for the immediately preceding Month not later than ten (10) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after ten (10) days of the next Month, the Due Date for payment of such Monthly Bill shall be extended by thirty (30) days.

Provided that:

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

12.2.2 The Monthly Bill prepared as detailed in Schedule 5 of the PPA, shall include provisional bill for Solar PV power generated in the immediately preceding Month; and the amount shall be the product of the cumulative energy generated for respective systems installed and the applicable tariff. Taxes, Duties, Cess, Levies, etc. shall be applicable additionally as per clause 20.9.

12.3 Disputed Bill

12.3.1 If the Procurer does not dispute a Monthly Bill raised by the SELLER within ten (10) days of receiving such Bill shall be taken as conclusive and accepted by Procurer.

12.3.2 If the Procurer disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within ten (10) 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.

12.3.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 12.3.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded from the date on which such excess payment was made by the Procurer and up to and including the date on which such payment has been received as refund.

12.3.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 12.3.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

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

12.3.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 12.3.2, authorized representative(s) of the Procurer and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

12.3.6 If the Parties do not amicably resolve the Dispute within fifteen (30) days of receipt of Bill Disagreement Notice pursuant to Article 12.3.4, the matter shall be referred to Dispute resolution in accordance with Article 19.

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

ARTICLE 13 : PAYMENT

13.1 Payment of Monthly Bills:

13.1.1 The Procurer shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurer in accordance with Article 10.

The Seller would raise bills for the power supplied during the month by the 10th day of the following month. The Procurer shall make payment against the bills so raised within thirty (30) days (hereinafter referred to as the "Due Date") of raising of the bill through Electronic Fund Transfer. In the event payment is not made by the Due Date the seller shall have the right to get the payment through the Letter of Credit opened by the procurer mentioned at para 13.2.1 below.

All payments made by the procurer shall be appropriated by the seller for amounts due in the following order of priority:

- (i) towards Late Payment Surcharge, payable if any;
- (ii) towards earlier unpaid Monthly Bill, if any; and
- (iii) towards the statutory dues like income tax, other tax, royalty etc in the current bills.
- (iv) towards any other charges levied by SLDC/SERC in the progressive Bill.

13.1.2 The Seller shall open a bank account ("Seller's Designated Account") for all Tariff Payments be made by the Procurer to the Seller, and notify the Procurer of the details of such account at least thirty (30) Days before the dispatch of the first Monthly Bill. The Procurer shall also designate a bank account (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurer, if any, and notify the Seller of the details of such account thirty (30) days before the dispatch of the first Monthly Bill. The Seller and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

13.1.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the Procurer thirty (30) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

13.1.4 Rebate

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

- a) Rebate of 0.25 % of invoice value shall be payable to the Procurer for the payments made in full within seven (7) business days from the date of bill (Bill shall be sent though soft copy followed by a hard copy to PROCURER, date of email shall be considered as date of receipt) by the Procurer.
- b) For payment of Bill subsequently but up to the Due Date, no rebate shall be allowed for the payments made in full.
- c) No Rebate shall be payable on the Bills rose on account of taxes, duties and cess etc.

13.2 Payment Security Mechanism

13.2.1 Letter of Credit (LC):

The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.

13.2.2 Not later than one (1) month before the start of supply, the Procurer shall through a scheduled bank account at Mumbai open a Letter of Credit in favor of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) months and shall be renewed every year, in the month of January and revised w.e.f. April for an amount equal to:

- i) For the first Contract Year, equal to the estimated average monthly billing;
- ii) For each subsequent Contract Year, equal to the average of the monthly Tariff Payments of the previous Contract Year.

13.2.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month.

13.2.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 13.2.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7) days.

13.2.5 If the amount of letter of credit falls short from actual monthly billing amount, the procurer shall either enhance the letter of credit amount or make the payment of shortfall amount directly to the seller within the timeline prescribed in clause no. 13.1.1.

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

13.2.7 The Procurer shall ensure that the Letter of Credit shall be renewed not later than

thirty (30) days prior to its expiry. Further, if there is delay in opening or renewing the letter of credit by the Procurer, then SELLER reserves the right to take suitable action till the time default or delay is cured.

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

13.2.9 If, the Procurer fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 13.2.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

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

13.3 Quarterly and Annual Reconciliation:

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

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

13.4 Payment of Supplementary Bill

13.4.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of change in Law as provided in Article 15, and such Supplementary Bill shall be paid by the other Party.

13.4.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SELLER to the SELLER's Designated Account by the Due Date. Similarly, the SELLER shall pay all amounts due under a Supplementary Bill raised by Procurer, if any, by the Due Date to concerned Procurer designated bank account. For such

payments by Procurer, Rebate as applicable to Monthly Bills pursuant to Article 13.1.4 shall equally apply.

- 13.4.3 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 13.1.3.
- 13.4.4 Notwithstanding to anything contrary contained under this Article, any default or non-conformity under this Article by the Procurer will be considered as a material default and SELLER will have the right to terminate the Agreement, subject to the cure period, at the risk and cost of the Procures and Procures shall pay for entire unamortized cost under the project to SPP.
- 13.4.5 Installation of the Project may qualify for registering with UNFCCC (United Nations Framework Convention on Climate Change) under CDM (Clean Development Mechanism). The Seller shall have the right to submit the Project for approval and certification under the Clean Development Mechanism (CDM) Regime of the Kyoto Protocol and to sell the Certified Emission Reductions generated.
- 13.4.6 The Seller shall have exclusive rights over the revenues accruing from such CDM transactions and the "Procurer" shall not have any claim over them.

ARTICLE 14 : FORCE MAJEURE

14.1 Definitions

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

14.2 Affected Party

14.2.1 An affected Party means the Seller or the Procurer whose performance has been adversely affected by an event of Force Majeure.

14.3 Force Majeure

14.3.1 A "Force Majeure" means any event or circumstance or combination of events and circumstances as 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 in performing its obligations:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or

- b) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving nearest transformer; or
- c) 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 making the performance of obligations as specified herein as impossible; or
- d) 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.
- e) An event of force majeure affecting the procurer , as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer;

14.4 Force Majeure Exclusions

14.4.1 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. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- b. Strikes at the facilities of the Affected Party;
- c. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- d. 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.

14.5 Notification of Force Majeure Event

14.5.1 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.

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.

14.5.2 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.

14.6 Duty to Perform and Duty to Mitigate:

14.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 14.3,

14.6.2 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.

14.7 Available Relief for a Force Majeure Event:

14.7.1 Subject to this Article 14

- (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 in regard to its obligations as specified under this Agreement;
- (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 15 : CHANGE IN LAW

15.1 Definitions

In this Article 15, the following terms shall have the following meanings:

15.1.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the SELLER or any income to the SELLER:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SELLER;
- Taxes/ duties /cess shall be as applicable, during the contract period

15.2 Relief for Change in Law:

15.2.1 SELLER and PROCURER may re-negotiate on the tariff whenever there is a change in the Goods and Services Tax (GST) slabs for the different services and equipment/material used for the commissioning and Operation of the small power plants, imposition of Anti-Dumping Duty (ADD) on the raw material / any equipment used or the small power plants during the project period.

15.2.2 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law

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

ARTICLE 16 : EVENTS OF DEFAULT AND TERMINATION

16.1 SELLER Event of Default

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

- (i) the failure to commence supply of power to Procurer up to the Contracted Capacity, relevant to the Scheduled Commissioning Operation Date; or
If:
 - a) Except for raising funding for the project, the SELLER assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
 - b) the SELLER transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the SELLER becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SELLER, or (c) the SELLER goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the SELLER will not be a SELLER Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SELLER and expressly assumes all obligations of the SELLER under this Agreement and is in a position to perform them; or
- (iii) the SELLER repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurer in this regard; or
- (iv) Except where due to Procurer failure to comply with its obligations, the SELLER is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SELLER within thirty (30) days of receipt of first notice in this regard given by Procurer.
- (v) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SELLER.

16.2 Procurer Event of Default

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

- (i) Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to article 12.4, for a period of ninety (90) days after the Due Date and the SELLER is unable to recover the amount outstanding to the SELLER through the Letter of Credit / Default Escrow Account for the applicable Month; or
- (ii) Procurer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SELLER in this regard; or
- (iii) except where due to any SELLER's failure to comply with its obligations, Procurer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurer within thirty (30) days of receipt of notice in this regard from the SELLER to Procurer ; or
- (iv) if
 - Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - any winding up or bankruptcy or insolvency order is passed against Procurer, or
 - Procurer 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 Procurer Event of Default, where such dissolution or liquidation of Procurer 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 Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;
- (v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurer.

16.3 Procedure for cases of SELLER Event of Default

16.3.1 Upon the occurrence and continuation of any SELLER Event of Default under Article 16.1, Procurer shall have the right to deliver to the SELLER a notice stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which

shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

- 16.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may mutually agree, else period of 60 days' will prevail; shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 16.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 16.3.4 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 SELLER Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SELLER.

16.4 Procedure for cases of Procurer Event of Default

- 16.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 16.2 the SELLER shall have the right to deliver to Procurer, a SELLER Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- 16.4.2 Following the issue of a SELLER Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may mutually agree else period of 60 days' will prevail;, 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.
- 16.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 16.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SELLER shall be free to sell the Contracted Capacity to any third party of the SELLER's choice with the consent of MSEDCL.

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 SELLER.

16.5 Termination due to Force Majeure

16.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 5.4, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

ARTICLE 17 : LIABILITY AND INDEMNIFICATION

17.1 Indemnity

17.1.1 The SELLER shall indemnify, defend and hold Procurer harmless against:

- a) any and all third party claims against Procurer 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 SELLER of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including reasonable legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of:
 - breach by the SELLER of any of its obligations under this Agreement, (provided that this Article 17 shall not apply to such breaches by the SELLER, for which specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of the SELLER, if any made under this Agreement, being found to be inaccurate or untrue.

17.1.2 Procurer shall indemnify, defend and hold the SELLER harmless against:

- a) any and all third party claims against the SELLER, 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 Procurer of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including reasonable legal costs, fines, penalties and interest ("Indemnifiable Losses") actually suffered or incurred by the SELLER from third party claims arising by reason of:
 - a breach by Procurer of any of its obligations under this Agreement (Provided that this Article 17 shall not apply to such breaches by Procurer, for which specific remedies have been provided for under this Agreement.) or
 - any of the representations or warranties of Procurer , if any made under this Agreement, being found to be inaccurate or untrue.

17.2 Procedure for claiming Indemnity:

17.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 17.1.1(a) or 17.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 17.1.1(a) or 17.1.2(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 19.3.2; and
- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute

b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 17.1.1(a) or 17.1.2(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 written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. Further, indemnified Party agrees that the indemnified Party shall not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim.

17.3 Indemnifiable Losses

17.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 17.1.1(b) or 17.1.2(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 sixty (60) 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 17.3, such event shall constitute a payment default under Article 16.

17.4 Limitation on Liability

Neither the SELLER nor Procurer 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 or punitive damages, connected with or resulting from performance or non- performance of this Agreement even if such loss or damage was reasonably foreseeable, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits, 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 Procurer , the SELLER or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

17.4.1 Procurer shall have no recourse against any officer, director or shareholder of the SELLER or any Affiliate of the SELLER or any of its officers, directors or shareholders for such claims excluded under this Article. The SELLER shall have no recourse against any officer, director or shareholder of Procurer, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

17.4.2 Notwithstanding anything contained in the Agreement, in no event shall the total aggregate liability of SELLER, whether in contract, tort (including negligence), strict liability or otherwise, shall exceed the amount paid to SELLER by Procurer during the previous 6 (six) months immediately, preceding the claim first arose.

17.5 Duty to Mitigate

17.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 17.

ARTICLE 18 : ASSIGNMENTS AND CHARGES

18.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

- Provided that, such consent shall not be withheld if the Seller seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.
- Provided that, [Procurer] shall permit assignment of any of SELLERs rights and obligations under this Agreement in favour of the lenders to the SELLERs, if required under the Financing Agreements.

18.2 Permitted Charges

18.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement other than for securing the financing for the project.

ARTICLE 19 : GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law

19.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in Mumbai.

19.2 Amicable Settlement and Dispute Resolution

19.2.1 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 12.3.4, furnish:
 - a. counter-claim and defenses, if any, regarding the Dispute; and
 - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article

12.3.4 if the other Party does not furnish any counter claim or defence under Article 12.3.4 or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 6, the Dispute shall be referred for dispute resolution in accordance with Article 19.3.

19.3 Dispute Resolution

19.3.1 Dispute Resolution by the Appropriate Commission

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

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

19.3.2 Dispute Resolution through Arbitration

19.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 16.3.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time as under:

- i) The Arbitration shall consist of a Sole Arbitrator appointed by mutual concurrence of the Parties. Arbitration proceeding shall be governed, in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- ii) The place of arbitration shall be at Mumbai. The language of the arbitration shall be English.
- iii) The Arbitration award shall be substantiated in writing. The Arbitrator 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.

19.4 Parties to Perform Obligations

19.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate

Commission or the Arbitration Tribunal as provided in Article 19.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 20 : MISCELLANEOUS PROVISIONS

20.1 Amendment

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

20.2 Third Party Beneficiaries

20.2.1 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.

20.3 Waiver

20.3.1 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:

20.3.2 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.

20.4 Confidentiality

20.4.1 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.

20.5 Severability:

20.5.1 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.

20.6 Notices:

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

20.6.2 If to the Procurer, 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 : Maharashtra State Electricity Distribution Company Limited, Prakashgad, Plot No. G-9, Bandra (East), Mumbai- 400051

Name: _____

Designation: _____

Email: _____

Contact No.: _____

20.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address : Managing Director,
Energy Efficiency Services Limited,
Address- 4th Floor, IWAI building, A-13, Sector 1,
Noida-201301

20.6.4 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.

20.6.5 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.

20.7 Language

20.7.1 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.

- 20.7.2 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.

20.8 Restriction of Shareholders / Owners" Liability

- 20.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956.

20.9 Taxes and Duties

- 20.9.1 The Procurer shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Procurer, contractors or their employees that are required to be paid by the Procurer as per the Law in relation to the execution of the Agreement.
- 20.9.2 The Seller shall be indemnified and held harmless by the Procurer against any claims that may be made against the Seller in relation to the matters set out in Article 17.9.1.
- 20.9.3 The Seller shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurer by The Seller on behalf of Procurer or its personnel.

20.10 No Consequential or Indirect Losses

- 20.10.1 The liability of the Procurer and The Seller shall be limited to that explicitly provided in this Agreement.

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

20.11 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the state Grid Code; and
- iii. the terms and conditions of this Agreement;

20.12 Independent Entity

20.12.1 The Procurer shall be an independent entity performing its obligations pursuant to the Agreement.

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

20.13 Compliance with Law:

20.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

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

Seller:
M/s Energy Efficiency Services Ltd.

Procurer:
Maharashtra State Electricity Distribution Co. Ltd.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal:

Seal:

Witness:

Witness:

1. Name:
Designation:
Signature:

1. Name:
Designation:
Signature:

2. Name:

2. Name:

Schedule 1: Particulars of the Project

Sr No.	Item	Description
1.	Total Project(s) Capacity	Up to 200 MW
2.	Minimum capacity of each Module (rating in Wp)	-
3.	Key Accessories	-
	<u>Inverter(s)</u>	-
	<u>Balance of System including cables, AJBs, Transformer, etc</u>	-
4.	Rated voltage	11 kV
		-

Remark: To be provided by the developer separately for all small power plants

Seal of the Company

Name of SELLER: M/S Energy Efficiency Services Limited

Date:

Signature:

Schedule 2: Location of the Project

Remark: To be filled and duly signed by the SELLER

Sr No.	Particulars	Details to be filled up by SELLER
1.	Name of (a) village (b) Tehsil (c) District location/Installation	Village Tehsil District State (To be provided separately)

Seal of the Company

Name of SELLER: M/S Energy Efficiency Services Limited

Date:

Signature:

Schedule 3: Schematic Diagram

Attach Appropriate Schematic Drawings/ Documents

0.8"0.8"

49

(To be provided later)

Schedule 4: Site drawings

Attach appropriate drawings/documents

(To be provided later)

Schedule 5: Format for monthly Power bill

To be prepared as per requirements

Schedule 6: Parameters and Technical Limits of Supply

- 1 Electrical characteristics**
- 2 Quality of Service**
- 3 Power Factor**

(To be provided later)

Schedule 7: Technical Limits

53

0.8"0.8"

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

(To be provided later)

Schedule 8: Approvals

0.8"0.8"

1. Consent from the STU / CTU the evacuation scheme for evacuation of the power generated by the small Solar power plants.
2. Approval of the Electrical Inspectorate, Government of respective State for commissioning of the transmission line and the small Solar power plants.
3. Certificate of Commissioning of Solar Power plants at the PROCURER substations.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Any other permissions required for successful synchronization, commissioning and smooth O&M of the small solar power plants

Remark: (To be provided separately)

PROCURER

Schedule 9: Testing Procedures

Seller and Procurer shall evolve suitable testing procedures three months (3) months before commercial operation date of the project considering relevant standards.