

SHORT TERM POWER PURCHASE AGREEMENT BETWEEN

"X"

AND

Maharashtra State Electricity Distribution Company Limited

The power Purchase Agreement is executed on this.....day of..... 2018 between **"X"** a Company incorporated under the Companies Act, 1956, having its registered office at.....(hereinafter referred to as "Seller" which expression shall unless repugnant to the context or meaning thereof include its successors in business and assigns) as party of the **First Part.**

And;

Maharashtra State Electricity Distribution Company Limited (MSEDCL), a company registered with the Registrar of Companies, Mumbai on 31st May 2005, having its registered office at 'Prakashgad', 5th Floor, Plot No. G-9, A.K. Marg, Bandra (East), Mumbai-400051.MSEDCL is a Company incorporated under the Companies Act, 1956 and Distribution Licensee as per provision of the Electricity Act, 2003 (hereinafter referred to as "**MSEDCL**", which expressions shall unless repugnant to the context or meaning thereof include its successors in business and permitted assigns) as of the **Second part.**

Seller and MSEDCL are herein referred to individually as a "Party" and collectively as the "Parties".

AND WHEREAS the Seller applied to MSEDCL through Web Portal for sale of wind energy vide Request ID Nodated..... MSEDCL has issued Permission Letter No.....dated.....and agreed to purchase the power at delivery point at quoted tariff to MSEDCL of Rs. (2.25 or 2.52) per unit for the period ... to ...(*date*) from the wind period of capacity MW.

The above Tariff is at delivery point and inclusive all the charges upto delivery point. All the necessary infrastructure upto (injection point) shall be maintained by the Generator.

AND WHEAREAS MSEDCL had accepted the offer submitted by the Seller with the terms & conditions as set herein below.

AND WHEAREAS MSEDCL accepted the application/ request submitted by the Seller; Now, therefore, in consideration of the premises and mutual agreements, covenant & conditions set forth herein, it is hereby agreed by and between the Parties as follows-

1. Terms of agreement & Tariff :

The period of Agreement will be from to (*date as per permission letter*). Tariff for the entire contractual power shall be Rs. per unit for this Power Purchase Agreement.

The Tariff is including open access charges, SLDC charges, all taxes, duties, cess etc. imposed by State Govt./Local bodies, applicable concerned Transmission losses and charges and CTU injection charges and losses, CTU drawl charges and losses, Maharashtra State Transmission Charges and Losses.

2. Delivery Point:

The facility is located on the Site and is identified as M/s. (*Name of Wind Generator*). The address of the Facility is at Location No. ... and at Gut No. ... of village ..., Tal. ..., Dist. commissioned on dated ... of the capacity ... MW.

Delivery point shall be at metering point.

3. Billing

The bills shall be raised based on Joint Meter Reading (JMR) for the intra-State projects at respective Nodal Office.

Seller will raise bills on monthly basis at the agreed tariff rate indicated in this contract, JMR based on data of concerned SLDC along with complete details of the power scheduled at the delivery point and/or other documents/information, as may be required for bill verification.

4. Payment:

The due date for payment of Bill will be 60 days from the receipt of Bill by MSEDCL. In the event of the due date of payment being a Bank / Government / MSEDCL holiday, next working day shall be considered as the due date of payment.

5. Change in Law:

Change in law shall include (i) any change in transmission charges and open access charges. (ii) any change in taxes (excluding Income Tax), duties, cess or introduction of any tax, duty, cess, or introduction of any tax, duty, cess made applicable for supply of power by the Seller.

6. Dispute resolution

All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provision under the Electricity Act, 2003. All other disputes, not covered by the Electricity Act, 2003 shall be resolved by the Maharashtra Electricity Regulatory Commission (MERC).

7. Termination Clause:

MSEDCL hereby reserves the entire rights of voluntary termination before the stipulated period, on giving the prior notice of 24 hrs. to that effect. Apart from this voluntary termination, MSEDCL reserves its right to terminate this Agreement, if the seller fails to supply the contracted quantum of the Energy within stipulated period; or fails to perform the contract to the satisfaction of the 'Procurer', or fails to adhere/abide by the terms & conditions of this agreement / any prevailing provisions of Law/any MSEDCL's guidelines etc. provided a prior notice of at least 7 days be given.

- 8. Time is the essence of this contract Agreement. The Seller must be adhered to the time as prescribed/scheduled/provided by the 'Procurer'.
- 9. This contract Agreement has prevailing and overriding effect, in case of any contradiction amongst various documents/deeds/communication etc. provided herein.
- 10 This agreement also includes all the correspondence, undertaking given by the seller and other documents uploaded by the seller on the MSEDCL's on-line web portal.
- 11 All notices for correspondence and billing must be delivered personally by Regd. Post or Speed post or certified mail to the following address.

Address:

Chief Engineer (Power Purchase)

Maharashtra State Electricity Distribution Company Limited.
5th Floor, Plot No.G-9, A K Marg,
Bandra (East), Mumbai - 400 051,
Phone: 022-26474211, extn. 2322, 2416.
E-mail: reshortterm@mahadiscom.in

For Seller

Name / Design
Address
Phone No
Email

IN WITNESS whereof the duly authorized representative of the Parties have signed on the day and year first above written.

For and on behalf of Seller
Seller

For and on behalf of
MSEDCL

Signature with seal

Signature with seal

Witnesses 1:

Witnesses 1:

Witnesses 2:

Witnesses 2: