



**Power Purchase Agreement (PPA)**

**By and Between**

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**And**

**JUBILANT INFRASTRUCTURE LIMITED**

**For purchase of power through Competitive Bidding (followed by e-RA) under RFP  
No. JIL/ XX MW/ Wind-Solar Hybrid from MW Grid Connected Wind-Solar Hybrid  
Power Projects**

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This Power Purchase Agreement is made and entered into at Bharuch on this \_\_\_\_\_ 2023

BY AND BETWEEN

M/s \_\_\_\_\_, a Company incorporated under Companies Act, 1956 / 2013 having its Registered Office at \_\_\_\_\_ (Hereinafter referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

**JUBILANT INFRASTRUCTURE LIMITED, a company** incorporated under The Companies Act 1956, having its registered office at, Plot No. 1A, Sector - 16A, NOIDA, U.P. 201301 and plant at Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra - Dist. Bharuch - 390012 Gujarat, (hereinafter referred to individually, as "JIL" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of second part. The drawal of power should be at Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra - Dist. Bharuch - 390012 Gujarat.

WHEREAS Govt. of Gujarat vide Resolution G.R. No. SLR/11/2017/141/B1 dated 20.06.2018 (and subsequent amendments / extensions) has notified the Gujarat Wind-Solar Hybrid Power Policy 2018.

AND, WHEREAS the Gujarat Wind-Solar Hybrid Power Policy 2018 stipulates that the Obligated Entities may purchase wind solar hybrid power to fulfil their RPO at the PPA Tariff determined through Competitive Bidding.

AND, WHEREAS the Ministry of New and Renewable Energy (MNRE) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind-solar Hybrid Power Projects" vide dated 14.10.2020. Subsequently, the Ministry has issued three Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind-solar Hybrid Power Projects on 23.07.2021, 09.03.2022 and 02.11.2022.

AND, WHEREAS JIL vide RFP No. JIL / XX MW / Wind-Solar Hybrid dated \_\_/\_\_/2023 has floated tender for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from \_\_MW grid connected Wind-Solar Hybrid Power Projects to be setup anywhere in India for the purpose of compliance of Renewable Power Purchase Obligation.

AND, WHEREAS, JIL shall be filing a Petition under section 63 of The Electricity Act, 2003 before

the Honorable Gujarat Electricity Regulatory Commission (GERC) for adoption of tariff discovered through the Competitive Bidding Process (followed by Reverse Auction) conducted by JIL through RFP No. JIL / XX MW / Wind-Solar Hybrid dated \_\_/\_\_/2023 & Addenda / Corrigenda thereto, if any. Therefore, this Power Purchase Agreement shall be subject to the adoption of tariff by the Honorable GERC.

AND, WHEREAS, the Power Producer desires to set up a Wind Solar Hybrid Power based Plant **to supply 9 MW RE RTC at an annual CUF of 70% which cumulates to \_55\_ MUs** at the location details specified as per Schedule 4 using new Wind Electric Generators / Solar PV Modules/ as approved by MNRE with or without storage.

AND, WHEREAS, the Power Producer has taken responsibility to set up requisite power injection system into Gujarat Energy Transmission Corporation Ltd (GETCO) Grid.

AND, WHEREAS the JIL agrees to purchase such power as per the conditions contained herein.

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the Terms & Conditions for sale of power by Power Producer to JIL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, JIL AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

## ARTICLE 1: Definitions

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

**"Agreement"** shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

**"Approvals"** means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

**"Base rate of late payment surcharge"** means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

**"Billing Period"** means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commencement 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.

**"Bid Deadline"** shall mean the last date of submission of bid under RFP No. JIL / XX MW / Wind-Solar Hybrid dated \_\_\_\_\_ & Addenda / Corrigenda thereto, if any

**"Business Day"** shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.

**"Change in Law"** shall have the meaning ascribed thereto in Article 9 of this Agreement.

**"Commissioning"** with respect to the Project, as certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Central Agency in case the project is located outside of Gujarat, shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representative

authorized by JIL/STU."

**Commercial Operation Date (COD)**" shall be the date as certified by GEDA in case of projects is located in Gujarat or Representatives / Central Agency in case of projects located outside of Gujarat, upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be.

**"Commencement Date"** shall mean the date on which all open access approvals required for the delivery of Electricity at the Consumption Point are obtained post COD, such that the Estimated Generation can be supplied to the JIL's Facilities in accordance with this Agreement.

**"CERC"** means Central Electricity Regulatory Commission.

**"Competent Court"** means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

**"Contracted Capacity"** shall mean 9 MW RE RTC power at annual CUF of 70% which cumulates to \_\_\_ MUs ("Contracted Energy") at Metering Point for supply to JIL. It is to clarify that in any 15 minute time block during the entire term of PPA, the injected power at the Metering Point shall not exceed the 9 MW.

**"Contracted CUF"** shall mean the % capacity utilization factor of the project mentioned in Schedule 4 of the PPA

**"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commencement Date and ending at 12.00 midnight on 31st March of that Fiscal Year i.e. a period of twelve months commencing on April 1 and ending on following March 31. Each successive Contract Year shall coincide with the succeeding Fiscal Year, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

**"CTU or Central Transmission Utility"** shall mean the Power Grid Corporation of India Limited.

**"Delivered Energy"** shall mean the kilowatt hours of Electricity scheduled at the Delivery Point and as certified by Gujarat SLDC/ RLDC/ RPC in its State Energy Account (SEA)/Regional Energy account (REA), or any other competent government entity shall be considered as Delivered Energy. If the project is located outside of Gujarat, the developer shall be required to make arrangement of auxiliary power drawl/import at their own cost.

**"Delivery Point"** shall be state transmission periphery of Gujarat (Gujarat STU) in respect of

projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.

**“Due Date of Payment”** in respect of a PPA Tariff Invoice, means the date, which is 30 (Thirty) days from the date of receipt of such invoices by the designated official of the JIL.

**“Electricity”** shall mean the electrical energy in kWh (kilowatt-hours).

**“Electricity Laws”** shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by the GERC / CERC from time to time.

**“Emergency”** means a condition or situation of physical damage to STU's / JIL's electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by STU or JIL's Grid System or could endanger life or property.

**“Expiry Date”** shall mean the date occurring after twenty five (25) years from the Commencement Date of the project.

**“Force Majeure Event”** shall have the meaning set forth in Article 8.

**“General Network Access” or “GNA”** means general network access to the ISTS granted under the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 as amended from time to time.

**“GoI”** shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

**“GoG”** shall mean the Government of the State of Gujarat and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

**“Government Instrumentality”** shall mean the GoI, the GoG and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.



**“Grid Code”** means the relevant state grid code as specified by the relevant State Electricity Regulatory Commission referred under section 86 (1) (h) of the Electricity Act;

**“Grid System”** shall mean CTU / STU / JIL’s power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

**“Interconnection Facilities”** in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable JIL to receive the Delivered Energy from the Project at the Metering Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to nearest CTU / STU sub-station, where feasibility is available and granted.

**“Installed Capacity,”** means the capacity of the Project at the generating terminal(s) equivalent to \_\_ MW Wind and .... MW Solar AC capacity provided that necessary evacuation consent shall have to be arranged from STU / CTU.

**“ISTS”** shall mean Inter-State Transmission System as defined under the Electricity Act.

**“ISTS Waiver Date”** shall mean the last date, as notified by the Governmental Authorities, for commissioning of renewable energy projects to avail waiver of ISTS transmission charges on the supply of power from the Project throughout the Term of this Agreement. This date at present is 30th June, 2025, as per the extant orders of the Ministry of Power and as may be amended from time to time;

**“KV”** shall mean Kilovolts.

**“kWh”** shall mean Kilowatt-hour.

**“Law”** shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

**“Letter of Intent (LoI)”** shall mean the letter no. \_\_\_\_\_ dated \_\_\_\_\_ issued by JIL to the Power Producer for award of the Project.

**“Metering Date”** for a Billing Period, means the midnight of the last Day of the calendar month.

**“Metering Point”** shall be the interconnection point wherein Grid Interactive Wind Solar Hybrid Power Station will be interconnected at the CTU substation in case of ISTS project and STU substation in case of InSTS project.

**“Monthly Charge”** shall have the meaning set forth in Article 5.

“**MW**” means Megawatts.

“**Must Run Status**” shall mean that Project shall not be directed by the JIL to shut down or back down due to variations in the generation/consumption patterns or any commercial parameters, merit order dispatches or existence/apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

“**O & M Default**” shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

“**Part Commissioning**” shall mean the Wind Solar Hybrid Power Capacity (AC MW) to be commissioned as per provisions of the Part Commissioning in this Agreement.

“**PPA Tariff**” shall mean the charges per kWh for Power scheduled at the Delivery Point, provided that all open access charges and losses, surcharges, duties, taxes, or any other levy etc. beyond the Metering Point shall be on account of JIL.

“**Performance Bank Guarantee**” means the irrevocable unconditional bank guarantee no. \_\_\_\_\_ dated \_\_\_\_\_ amounting to **Rs. \_\_\_\_\_ only/-** issued by \_\_\_\_\_ **Bank Ltd** with validity period up to \_\_\_\_\_ and claim period up to \_\_\_\_\_, submitted by the Power Producer as per RFP No. \_\_\_\_\_ dated \_\_\_\_\_ & Addenda / Corrigenda thereto, if any.

“**Project**” shall mean a Grid Interactive Wind Solar Hybrid Power Station to be established by the Power Producer at the location details specified as per Schedule 4 aggregating to contracted capacity of **9 MW RE RTC at an annual CUF of 70% at Metering Point** and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to JIL at the Metering Point.

“**Project Site**” means any and all parcels of real property, rights of way, easements and access roads located at the location details specified as per Schedule 4, upon which the Project and its related infrastructure will be located as per the technical details described in Schedule 1 hereto.

“**Prudent Utility Practices**” shall mean 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 prudent 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 manufacturer's operation and maintenance guidelines.

**"REA"** means the Regional Energy Account issued by Regional Load Dispatch Centre and amendment (if any) thereto

**"Received Energy"** means the units of electricity in a month that would be available for drawl to the Consumer at the Consumption Point, net of transmission losses, wheeling and distribution losses and banking losses beyond Metering Point in accordance with the Electricity Laws applicable from time to time and terms of this Agreement;

**"RLDC"** means the Regional Load Dispatch Centre

**"Reference Exchange rate"** shall mean, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this agreement, the buying rate of such currency as of 12:00 noon on the relevant date notified by the State Bank of India, and in absence of such rate, the average of similar rates notified by Bank of India and Bank of Baroda.

**"SBI 1 Year MCLR Rate"** means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties.

**"SCOD" or "Scheduled Commercial Operation Date"** shall be 9 (nine) months from the date of PPA execution.

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

**"Selected Bidder or Successful Bidder"** shall mean the Bidder selected pursuant to this RFP to set up the Project and supply electrical output as per the terms of PPA.

**"SERC"** means the State Electricity Regulatory Commission of the respective state.

**"SLDC"** means the State Load Dispatch Center as notified by the State Government.

**"STU or State Transmission Utility"** shall mean the \_\_\_\_\_(\_\_\_\_\_).

**“Surcharge”** A late payment surcharge shall be payable on the payments outstanding after the due date at the ‘Base Rate of Late Payment Surcharge’ applicable for the 1st month of the default. The Rate of Late Payment Surcharge for the successive months of default shall increase by 0.5% for every month of delay provided that the Late Payment Surcharge shall not be more than 3% higher than the base rate at any time. Provided that the rate, at which Late Payment Surcharge shall be payable, shall not be higher than the rate of Late Payment Surcharge specified in this agreement, if any.

**“Tariff Invoices”** shall have the meaning set forth in Article 6.

**“Technical Limits”** means the limits and constraints described in Schedule 1, relating to the operations, maintenance and dispatch of the Project.

**“Term”** means the term of the Agreement as defined in Article 10.1.

**“Voltage of Delivery”** means the voltage at which the Electricity generated by the Project is required to be delivered to the JIL which shall be \_\_\_\_\_KV.

## **1.2 Interpretation:**

- a) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- b) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

## **ARTICLE 2: Licenses, Permits**

- 2.1** The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement. JIL will render all reasonable assistance to the Power Producer to enable the latter to obtain such clearances without any legal obligation on part of JIL.
  
- 2.2** Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.
  
- 2.3** The responsibility of obtaining GNA from relevant State Govt. entity shall be on account of JIL only. The Power Producer shall provide its due support to JIL for obtaining GNA approval.

## ARTICLE 3: Obligations

### 3.1 Obligations of the Power Producer:

- (i) The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project till Metering Point at his cost in addition to the Approvals as listed in Schedule 2.
- (ii) The Successful Bidder shall be responsible for arranging Financing Arrangements for the Project(s) on timely basis so as to commence power supply as per SCOD. In case of any delay in SCOD, the successful bidder shall be liable for LD as per clause 3.3 below.
- (iii) The Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with STU / CTU's feasibility.
- (iv) The Power Producer shall sell all available capacity from identified Grid-Interactive Wind Solar Hybrid Power Plants to the extent of contracted capacity on first priority basis to JIL and not to sell to any third party.
  - a. **Criteria for Generation:** The Successful Bidder is required to provide a minimum guaranteed supply of power to JIL at the Metering Point of 90% (ninety percent) of Contracted capacity / \_\_\_\_ MUs for any given contract year." JIL agrees that in the event JIL requires additional electricity units over and above the Contracted Capacity, it shall first offer to procure the same from the Successful Bidder at the same PPA Tariff to Jubilant. It is further agreed by JIL that electricity supplied by the Successful Bidder shall be accorded the first priority and precedence, in terms of off-take and payment, over any other source/ supplier of electricity.
  - b. **Shortfall in Generation:** If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum ( 70%) energy corresponding to the contracted capacity corresponding to ...MUs, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 50% (fifty per cent) of the PPA tariff to JIL. This will, however, be relaxable by JIL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.
  - c. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with JIL, affecting supply of wind solar hybrid power

by the Successful Bidder.

- (v) **Excess Generation:** In case the generation is over and above the Contracted Energy in any Contract Year after the achievement of Commercial Operation Date, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with JIL. In case JIL purchases the excess generation, the same may be done at the prevailing PPA tariff. The Power Producer shall seek approval of CTU/ STU, as the case may be, in respect of Interconnection Facilities.
- (vi) The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of CTU/ STU, as notified to the Power Producer at schedule 1(5).
- (vii) The Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the Sending Station as per the specifications and requirements of CTU/ STU, as notified to the Power Producer, in accordance with Prudent Utility Practices.
- (viii) The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- (ix) The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it, subject to change in law provision under the PPA.
- (x) For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with STU / CTU, if applicable.
- (xi) To procure start up power required for the plant from respective Discom.
- (xii) Fulfilling all other obligations undertaken by him under this Agreement.

### **3.2 Obligations of JIL:**

- (i) JIL agrees that it shall off-take supply of electricity up to hundred percent (100%) of Contracted capacity ("Guaranteed Offtake Obligation") and accordingly pay to the Power Producer as per the terms of this agreement . For avoidance of doubt, it is clarified that, at all points of time, the Successful Bidder shall supply to the Metering Point and JIL shall procure such power scheduled from the wind solar hybrid facility. Under this agreement, JIL's obligation off taking of energy in any fifteen minutes time block shall be up to 9 MW. JIL acknowledges that in any Contract Year it may consider but not have an obligation to off-take surplus energy in excess of the Contracted

capacity, scheduled by the Successful Bidder at the Metering Point at the same tariff and terms of the Definitive Agreement and in accordance with Applicable Laws. It is clarified that where the power generated by the Energy Facility is in excess of the Contracted capacity, the Successful Bidder shall, provide first priority to JIL for consuming such excess capacity and in case of rejection by Offtaker, Supplier shall be free to sell such excess power to third parties/open market.

- (ii) **Non-Offtake of Power:** If, in any Contract Year after the achievement of Commercial Operation Date and Commencement Date, JIL fails to off-take Contracted capacity for any reason (other than as a result of a Force Majeure Event, grid outages, Change in Law or breach by the Successful Bidder of the provisions of the Definitive Agreements), JIL shall pay to the Successful Bidder, payments equal to the shortfall in the off-take of Contracted capacity, at the same PPA Tariff. Both JIL and the Successful Bidder agree and acknowledge that such Offtake Shortfall Payments represent genuine pre-estimates of losses suffered by the Successful Bidder due to shortfall in offtake of the Contracted Energy by JIL and that the same are reasonable and not by way of penalty.
- (iii) JIL shall allow the Wind Solar Hybrid Power Generator to re-power their plants from time to time during the PPA duration. However, JIL will be obliged to buy power only upto the contracted energy (MUs), specified in the PPA.
- (iv) JIL shall maintain the required connection with the Discom with sufficient contract demand and voltage level to offset the Contracted Energy without impacting the agreed offtake obligations to ensure uninterrupted supply from the Project.
- (v) Obtain GNA RE approval from the respective State Govt. Entities.
- (vi) Provide all required assistance to the Power Producer in relation to procurement and maintenance of Approvals for development, Commissioning, Supply, operation and maintenance of the Project and sale of Electricity, or in relation to the Power Producer interactions with the Lenders in order to obtain debt financing for the Project and making joint representations with the Seller before Governmental Authorities as may be required from time to time for obtaining Approvals, energy settlements etc.



### **3.3 Liquidated Damages for delay in commissioning the project beyond scheduled commercial operation date**

The Project shall be commissioned within Scheduled Commercial Operation Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA or Representatives / Agency authorized by JIL/ relevant central/ state government entity. The maximum deadline allowed for commissioning of the full Project Capacity with applicable penalty / liquidated damages, shall be limited to the date as on 180 days from the SCOD or the extended SCOD (if applicable).

The SCOD of the Project will be deemed to be extended on a 'day to day' basis, if there is a delay in Commissioning on account of any one or all the following reasons:

- (a) Any introduction, effect, adoption, promulgation, amendment, modification or repeal of the ISTS/CERC regulations;
- (b) Due to a Force Majeure Event affecting the Seller/Project;
- (c) Due to Change in Law affecting the Project delivery timeline;
- (d) Delay caused by reasons attributable to the Consumer, including delay attributable to any default or breach under any Transaction Documents;
- (e) Delay in readiness of the ISTS substation at the Delivery Point & Metering Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network by the relevant Governmental Authority/TRANSCO
- (f). Any delay in grant of consumer end approvals by state authorities for offtake of generated power from this project.

Subject to the provisions of Clause 4.1.8, in case, the Commissioning of the Project is delayed beyond this period (i.e. SCOD + 180 days), the PPA capacity shall stand reduced / amended to the Project Capacity commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Contracted Capacity.

The Power Producer further acknowledges that the amount of the Liquidated Damages as mentioned hereinabove is a genuine and reasonable pre-estimate of the damages that may be suffered by JIL as specified under this Agreement.

## ARTICLE 4: Synchronisation, Commissioning and Commercial Operation

### 4.1 Synchronization, Commissioning and Commercial Operation

- 4.1.1 The Power Producer shall give at least thirty (30) days written notice to the SLDC/ other relevant government agencies and JIL, of the date on which it intends to Commence the start of power supply to JIL.
- 4.1.2 Subject to Article 4.1.1, the Power Project may be synchronized by the Power Producer to the grid system when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of CTU in case of ISTS project and STU, SLDC and GEDA in case of InSTS project..
- 4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5 The Power Producer shall commission the Project within SCOD subject to clause 3.3 of this agreement.. The Power Producer shall be required to furnish the documents mentioned as per Schedule 3 prior to commissioning of their Project to JIL.
- 4.1.6 **Part Commissioning:** Part commissioning of the Project shall be accepted by JIL subject to the following conditions:-

4.1.6.1 The Minimum Capacity for acceptance of first part commissioning shall be \_\_\_ MW (Intra State Projects) / \_\_\_MW (Inter State Projects) or 50% of contracted capacity, whichever is lower without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned.

4.1.6.2 The SCOD (Scheduled Commercial Operation Date) will not get altered due to part-commissioning.

4.1.6.3 In case of part-commissioning of the Project, the land corresponding to the

part capacity being commissioned, shall be required to be demonstrated by the Wind Solar Power Generator prior to declaration of commissioning of the said part capacity.

4.1.6.4 Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD or Commencement Date whichever is later.

4.1.7 **Early Commissioning:** The Power Producer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD, subject to the availability of transmission connectivity and General Network (GNA)/ long term access (LTA). In case of early part commissioning, the Procurer may purchase the generation at the PPA tariff. In case project Commencement Date is not achieved after SCOD of the project due to the non-grant of all required approvals to the JIL by the relevant Governmental Authority then the Power Producer, without any restrictions and at its sole discretion, will have the right to sell the power to any third party till such Commencement Date is achieved by the grant of approvals to the JIL.

4.1.8 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date, failing which the Power Producer shall be liable to penalty as stipulated herein subject to clause 3.3 of this agreement. The maximum deadline allowed for commissioning of the full Project Capacity with applicable penalty / liquidated damages, shall be limited to the date as on 180 days from the SCOD or the extended SCOD (if applicable).

Either Party can terminate this Agreement by giving a thirty (30) days' notice in writing, if the Commercial Operation Date does not occur until six (6) months from the Scheduled Commercial Operation Date, except for occurrence of a Force Majeure Event or the Change in law; unless the Parties have agreed in writing to extend the Scheduled Commercial Operation Date beyond such six (six) month period without any further liability under this Agreement.

The Power Producer acknowledges that the amount towards penalty for delay in commissioning (Liquidated Damages as mentioned at Article 3.3) is a genuine and reasonable pre-estimate of the damages that may be suffered by JIL as specified under this Agreement.

4.1.9 **Delay in Commissioning beyond the ISTS Waiver Date:** In case the Project Commissioning is delayed beyond the ISTS Waiver Date due to reasons solely attributable to the Power Producer, then the Power Producer agrees to bear all the

ISTS charges as applicable on the supply of the electricity under this Agreement pursuant to the ISTS Waiver Date. The JIL agrees to bear the ISTS charges applicable beyond the ISTS Waiver Date in case such charges are levied due to any reasons other than reasons solely attributable to the Power Producer.

**4.1.10 Delay in Project Commencement Date due to non grant of approvals:** In case the Project is commissioned, however, the Seller fails to achieve Commencement date due to the non-grant of all required approvals to the JIL by the relevant Governmental Authority then the Power Producer, without any restrictions and at its sole discretion, will have the right to sell the power to any third party till such Commencement Date is achieved by the grant of approvals to the JIL.

For the sake of clarity, the Parties agree that no damages shall be payable by the Power Producer in case of non-grant or delay in grant of the required open access approval(s) including LTA/ GNA approvals for supply of power to JIL, provided the Project has achieved Commissioning.

**4.1.11 Long Stop Date for achieving Commencement Date due to non-grant of Open Access Approvals:**

If the Commencement Date does not occur within 6 (six) months from the SCD ("CD Long Stop Date"), either Party shall have the right to terminate this Agreement. It is clarified that in case of termination under this clause, neither party shall be liable to pay any Termination Compensation under this Agreement.

## **4.2 Performance Bank Guarantee**

4.2.1 The Performance Bank Guarantee furnished by Power Producer to JIL shall be for guaranteeing the commissioning / commercial operation of the project up to the Contracted Capacity within SCOD.

4.2.2 If the Power Producer fails to commission the project on or before Scheduled Commercial Operation Date, JIL shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of the Power Producer under this Agreement as per Article 3.3.

4.2.3 JIL shall release the Performance Bank Guarantee after three (3) months from the date of commissioning of the Wind Solar Hybrid Project's full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3.

### **4.3 Dispatch and Scheduling**

- 4.3.1 The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC / GERC / SLDC / RLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC / RLDC from time to time.
- 4.3.2 Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on account of this shall be to the account of the Power Producer.
- 4.3.3 In case of Projects connected through CTU Network and/or in case of Inter-State Projects, the commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations, 2022 or as amended time to time. In such cases, the Scheduled Energy as certified by SLDC-Gujarat in the State Energy Account based on the energy certified in REA by the concerned RPC shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any.

## **ARTICLE 5: Rates and Charges**

- 5.1** JIL shall pay PPA Tariff for the Scheduled Energy at the Delivery Point, as certified in the SEA by Gujarat SLDC/ relevant central or state government entity, for the Term of this Agreement from the SCOD, to the Power Producer every month. The Tariff payable by JIL for energy purchased shall be as below. Further, JIL shall bear all the charges and losses including ISTS Transmission Charges & Losses, beyond Metering Point which shall be included in the monthly invoice of the Power Producer. Also, JIL shall bear all State Utility charges and losses or any other levy for consumption of Scheduled Energy at Consumption Point.
- 5.2** JIL shall pay a fixed tariff of Rs. /... unit ("PPA Tariff") as discovered under the Competitive Bidding (followed by e-reverse auction) to the Power Producer and as agreed by the Parties upon commissioning of Project or part thereof (as certified by GEDA Representatives / Agency authorized by JIL) from SCOD for the scheduled energy at the delivery point as certified in SEA/REA/RLDC published by Gujarat SLDC/Relevant Govt. entity during the period of 25 years life of the Project.
- 5.3** In case of delay in commissioning of the Project or part thereof beyond SCOD, the provisions as per Article 4.1.9 shall be applicable.
- 5.4** The Intra-State ABT is already implemented in the State, energy certified by SLDC in the SEA/relevant Govt. entity shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and Other Regulations of GERC / CERC and amendments thereto from time to time shall be applicable.

## **ARTICLE 6: Billing and Payment**

### **6.1 Billing Provision**

The Billing will be on monthly basis. JIL will be billed by the Power Producer based on the certification by Gujarat SLDC/ relevant government agency in its SEA after the end of each month for the energy scheduled, and payment will be due on the thirtieth day following the delivery of the billing invoice. The Power Producer shall raise invoice for monthly energy scheduled at the Delivery Point along with all the charges and losses levied beyond the Metering Point to JIL.

### **6.2 Payment**

JIL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the PPA Tariff Invoice by the designated office of the JIL.

### **6.3 Late Payment**

1. Late Payment Surcharge shall be payable on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.
2. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.
3. Provided further that all payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.
4. The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this agreement which are inconsistent or contrary to the provisions of the Rules.

## 6.4 Payment Security

JIL shall provide an Irrevocable and unconditional revolving Letter of Credit/ Bank Guarantee in favour of, and for the sole benefit of the Power Producer for the contracted capacity. All the cost incurred by JIL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the JIL.

- 1) The Letter of Credit shall be established in favour of, and issued to, the Power Producer on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by JIL and all times during the Term of the Agreement.
- 2) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:
  - (i) In the event a Tariff Invoice or any other amount due and undisputed amount payable by JIL pursuant to the terms of this Agreement is not paid in full by JIL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.
  - (ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.
  - (iii) The JIL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- 3) The Letter of Credit shall be renewed and/or replaced by the JIL not less than 30 days prior to its expiration.
- 4) Payment under the Letter of Credit : The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:
  - (i) a copy of the metering statement jointly signed by the official representatives of both the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
  - (ii) a certificate from the Power Producer stating that the amount payable by JIL in respect of such Tariff Invoice has not been paid and disputed by JIL till the Due Date of Payment of the Tariff Invoice.

## 6.5 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, JIL shall notify the Power Producer



of the amount in dispute and JIL shall pay the Power Producer 100% of the undisputed amount plus 85% of the disputed amount within the due date provided either party shall have the right to approach the GERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which JIL notifies the Power Producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved mutually then such dispute shall be submitted to adjudication by the GERC under Section 86 of Electricity Act 2003 and the GERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. For dispute beyond the power conferred upon the GERC, such dispute shall be subject to jurisdiction of High Court of Gujarat. If the dispute is not settled during such discussion then the payment made by JIL shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount with Late Payment Surcharge in accordance with the Article 6.3 for the period it retained the additional amount. JIL / Power Producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning / modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.

## **ARTICLE 7: Metering and Communication**

### **7.1 Reading and Correction of Meters**

- (i) The Metering Point and interface point for Grid Interactive Wind Solar Hybrid Power Station shall be the nearest CTU substation in case of ISTS project and shall be the nearest GETCO/STU substation in case of InSTS project , where feasibility is available and granted. For interface metering for grid connectivity, the Successful Bidders shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on communication System for transmission of electricity and other regulations (as amended from time to time) issued by GERC, CERC, CEA, etc.

For the purpose of energy accounting, the ABT compliant meter shall be installed at the metering point. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 and amendment thereto, as stipulated by STU. The electricity generated from the Wind Solar Hybrid Project shall be metered and readings taken jointly by Project Developer with STU/ relevant government agencies at the metering point on a monthly basis. The project developers shall also have to install Remote Terminal Unit (RTU) for transferring the real time data to SLDC for its monitoring purpose.

Further, as per GERC Tariff Framework for procurement of power from wind solar hybrid projects, for the purpose of accounting, each wind turbine/solar project shall have to provide ABT compliant meters.

- (ii) Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. STU/ CTU shall stipulate specifications in this regard.
- (iii) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

### **7.2 Sealing and Maintenance of Meters.**

- (i) The Main Metering System, the Backup Metering System and all the ABT Compliant Meters shall be sealed in the presence of representatives of Power Producer and JIL / STU / CTU.
- (ii) When the Main Metering System and / or Backup Metering System and / or any

component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and / or JIL / STU / CTU at Power Producer's cost, as soon as possible.

- (iii) Any meter seal(s) shall be broken only by JIL / STU / CTU's representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- (iv) All the Main and Check Meters shall be calibrated at least once in a period of three years.
- (v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:
  - A. the period since immediately preceding test of the relevant Main meter, or
  - B. one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

### **7.3 Records**

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b) any unusual conditions found during operation / inspections;
- c) chart and printout of event loggers, if any, for system disturbances/ outages;
- d) All the records will be preserved for a period of 36 months.

## ARTICLE 8: Force Majeure

### 8.1 Force Majeure Events & Exclusions:

- a) **Force Majeure Events:** Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including occurrence of any of the following:
- i) acts of God;
  - ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
  - iii) acts of war (whether declared or undeclared), invasion or civil unrest;
  - iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or JIL of any Law or any of their respective obligations under this Agreement);
  - v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
  - vi) earthquakes, explosions, accidents, landslides; fire;
  - vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
  - viii) chemical or radioactive contamination or ionizing radiation; or
  - ix) damage to or breakdown of transmission facilities of STU / DISCOMs;
  - x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
  - xi) any curtailment, grid constraints, suspension or non-availability of transmission capacity or open access by the Discom, SLDC, regional load dispatch centre or any other relevant Governmental Authority;
  - xii) any restriction imposed by any relevant state government on supply of power under this Agreement.
  - xiii) The delay in grant of connectivity/LTA, if applicable, by CTU / STU and/or delay in readiness of the ISTS / InSTS substation at the Delivery Point/ Metering Point,

including readiness of the power evacuation and transmission infrastructure of the ISTS / InSTS network, will be considered as a factor attributable to the CTU / STU / transmission licensee and beyond the control of the Parties subject to the following;

(a) The ISTS / InSTS sub-station at the Delivery Point/ Metering Point and the power evacuation and transmission infrastructure of the ISTS / InSTS network, with which the Project Developer applies for connectivity, shall be scheduled for completion

on or before the SCD of the concerned Project so as to match the two timelines.

(b) Subject to adherence to above, subsequent to grant of connectivity, in case there is a delay in grant / operationalization of connectivity / LTA by CTU / STU and/or there is a delay in readiness of the ISTS / InSTS sub-station at the delivery point & Metering Point, including readiness of the power evacuation & transmission infrastructure of the ISTS / InSTS network until SCD of the project and it is established that;

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

(d) The Power Producer has adhered to the applicable procedure in this regard as notified by the CERC / GERC / CTU / STU and;

(e) The delay in grant of connectivity / LTA by CTU / STU and/or delay in readiness of the ISTS / InSTS sub-station at the delivery point/metering point, including readiness of the power evacuation and transmission infrastructure of the ISTS

/ InSTS Network, is a factor solely attributable to CTU / STU / transmission licensee and is beyond the control of the Parties;”

b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;

2. Delay in performance of any contractor / sub-contractor or their agents;
  3. Non- performance resulting from normal wear and tear experience in power generation materials and equipment;
  4. Strike or Labour Disturbances at the facilities of affected parties;
  5. Insufficiency of finances or funds or the agreement becoming onerous to perform;
  6. Non-performance caused by, or concerned with, the affected party's
    - I. Negligent and intentional acts, errors or omissions;
    - II. Failure to comply with Indian law or Indian Directive; or
    - III. Breach of, or default under this agreement or any Project agreement or Government agreement.
- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 15 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.
- d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

## **8.2 Available Relief for a Force Majeure Event:**

- 8.2.1 No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account

of Force Majeure event. Govt. of India from time to time has been issuing Order for waiver of ISTS charges and losses on transmission of renewable power. In case the commissioning of the Project is before the date of ISTS waiver as amended from time to time and if commissioning of the Project gets delayed beyond such date due to Force Majeure Event, then the liability of ISTS charges would be on JIL. However, in case the commissioning is delayed beyond the applicable date of ISTS waiver due to reasons attributable to the Wind Solar Power Generator, then the entire liability would be of the Wind Solar Power Generator.

8.2.2 For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

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

### **8.3 Consequences of Force Majeure Event**

8.3.1 The Parties shall not be responsible or liable for failure to perform its obligations under this Agreement if such failure is due to a Force Majeure Event, provided that a Force Majeure Event shall not release the Parties of its obligations to perform any other obligations, which are unaffected by such continuing Force Majeure Event or obligation to make payments under this Agreement.

8.3.2 The Parties agree that in case of the Power Producer inability to supply the Electricity to the Consumer during the existence of Force Majeure Event or as a result of the Force Majeure Event, the Seller shall have the right to sell the electricity to any third party during the subsistence of the Force Majeure Event.

8.3.3 Notwithstanding anything else contained in this Agreement, the Parties agree and acknowledge that in case the Force Majeure Event continues for a continuous period of more than 365 (three hundred and sixty-five) days, either Party may terminate this Agreement with no penalty, liability, or termination compensation

8.3.4 For avoidance of doubt, JIL's obligation to make payments of money due and payable prior to occurrence of Force Majeure Event under this Agreement shall not be suspended or excused due to the occurrence of a Force Majeure Event.

## **ARTICLE 9: Change in Law**

### **9.1 Definition**

9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline.

- a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations,taxes, duties charges, levies etc.
- b) that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.
- c) Introduction/modification/changes in rates of safeguard duty and/or antidumping duty and/or custom duty and or Goods and Services Tax including surcharge there on which have direct effect on the Project cost.
- d) Imposition of a requirement of obtaining any approvals/consent/permit which was not required earlier.
- e) Change in any terms of any Approvals/consent/permits available or obtained for the Project or sale of power from the Project, otherwise than for default of the Seller or requirement of any new Approvals for the Project or sale of power from the Project including any revision of terms of any Approvals for Open Access; and/or.

### **9.2 Relief for Change in Law**

9.2.1



9.2.1 In the event a change in Law results in any increase or decrease in the cost of generation, the said increase / decrease in cost shall be passed on in PPA Tariff in the following manner:

(a) For the purpose of ensuring that the pass through happens in an expeditious manner within 30 days of the Change in Law event, the following formula may be followed:-

Let Financial Impact of Change in Law = P,

Then, the modification in PPA tariff (M.T.) for compensating the financial impact is given by

$M.T. = Y/X$

Where, X = estimated monthly electricity generation (in kWh) =  $(1/12)$  [contracted capacity of the RE power plant as per PPA (in MW) x Annual CUF declared in PPA (in %) x 8760 hours x 10];

and

$$Y = ((P \times Mr)(1+Mr)^n)/(((1+Mr)^n)-1)$$

where,

n = no. of months over which the financial impact has to be paid subject to maximum of 180 months; and

Mr = monthly rate of interest =  $R / (12 \times 100)$  ;

where R = annual rate of interest on loan component (in %) as considered by Central Electricity Regulatory Commission (CERC) in its Order for Tariff determination from Renewable Energy Sources for the year in which the project is commissioned. In absence of relevant CERC Orders for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.

Further, the M T. shall be tried up annually based on actual generation of the year so as to ensure that the payment to the Generator is capped at the yearly annuity amount.

The recovery of the impacted amount, in case of the fixed amount shall be, a. In case of generation project, within a period of one-hundred eighty months;

The recovery of the impacted amount, in case of the fixed amount shall be,

a. In case of generation project, within a period of one-hundred eighty months; or

b. In case of recurring impact, until the impact persists.

(b) The pass through according to the formula stipulated above shall be calculated and shall come into effect automatically after 30 days of the Change in Law event.

(c) Within 30 days of the pass through coming into effect the Power Producer shall submit the relevant documents/calculation sheets to the Appropriate Commission for truing up the rate of pass through per unit.

(d) The Appropriate Commission shall verify the calculation and do the truing up within 60 days of the pass through coming into effect after which the rates of pass through shall be adjusted if necessary according to the truing up.

e. After the adjustment of the amount of the impact in the monthly tariff or charges under clause 9.2.1.d, the Power Producer, as the case may be, shall adjust the monthly tariff or charges annually based on actual amount recovered, to ensure that the payment to the affected party is not more than the yearly annuity amount.

9.2.2. In case change in Law / Regulations results in delay in commissioning, where cause and effect between these two can be clearly established, the Procurer may provide suitable extension to commissioning of the

project.

9.2.3. In these Guidelines, the term 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, (i) the enactment of any new Law; or (ii) an amendment, modification or repeal of an existing Law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Generator; or (v) any change in the rates of any taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.

a)

## ARTICLE 10: Term, Termination and Default

### 10.1 Term of the Agreement:

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years from the SCD of the Project or from Commencement date, whichever is earlier. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date and approved by Appropriate Commission, provided the arrangements with land & infrastructure owning agencies, relevant transmission utilities/system operators permit operation beyond this period of 25 years.

**Survival:** The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (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

### 10.2 Events of Default:

10.2.1 **Power Producer's Default:** The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer except in case of a Force Majeure Event, a Change in Law or the events specified in Clause 10.2.2:

- a. Failure to commission the project by scheduled commencement dates subject to Article 3.3
- b. Fails to supply power in terms of the PPA
- c. Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to financial closure.

- d. If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- e. If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
- f. The Power Producer repudiates this agreement.
- g. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, and is also unable to cure any of the aforesaid within the cure period of 90 days, as may be provided in the PPA, the Wind Solar Hybrid Power Generator shall be construed to be in default.
- h. Not operating the plant as per GERC's Grid Code, CERC Grid Code, RLDC/SLDC instruction and prudent practices of industries.

10.2.2 **JIL's Default:** The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by JIL:

- a. Failure or refusal by JIL to pay any portion of undisputed monthly bill for a period of 60 days after due date.
- b. JIL repudiates this Agreement.
- c. If JIL becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of JIL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to JIL and expressly assumes all obligations under this agreement and is in a position to perform them.
- d. Failure to provide, maintain or renew the Payment Security;
- e. JIL fails to maintain the require connection with the grid and load to off-take

- power and metering arrangement as per the applicable Law;
- f. Material breach by the JIL which is incapable of being rectified or is not cured within a period of 30 (thirty) days of notice of such breach served upon it by the Power Producer.
  - g. If JIL fails to off take the Guaranteed Offtake Obligation and pay compensation for shortfall in Guaranteed Offtake Obligation as per the provisions of PPA in any contract year.
  - h. In case, JIL assigns the PPA in contravention of the provision of PPA

### 10.3 Termination:

10.3.1 **Termination for Power Producer Default:** Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, JIL may deliver a “Default Notice” to the Power Producer in writing, with a copy to the representative of the lenders to the Power producer with whom the Power Producer has executed the Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a “Default Notice” has been issued with respect to an Event of Default, which requires the co-operation of both JIL and the Power Producer to remedy, JIL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

- a. At the expiry of 90 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to make payment toward compensation to JIL as per below -
  - a) From Effective Date until the expiry of the first 5 (five) years of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) the Contracted Energy in units (kWh) for 24 months.
  - (b) Between 6th to 10th year of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) the Contracted Energy in units (kWh) for 18 months.
  - (c) Between 11th to 15th year of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) the Contracted Energy in units (kWh) for 15 months.
  - (d) Between 16th to 20th year of the Term, (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) the Contracted Energy in units (kWh) for 9 (nine) months.

- (e) Between 21st to 25 th year of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) the Contracted Energy in units (kWh) for 9 (nine) months

Upon termination of this Agreement pursuant to Clause 10.2.1 above, the Power Producer shall pay the JIL's Termination Compensation within 60 (sixty) days from the date of termination of this Agreement and the Parties shall stand discharged of all their obligations.

**10.3.2 Termination for JIL's Default:** Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to JIL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon JIL to remedy the same.

11 At the expiry of 90 (ninety) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the JIL shall have liability to make payment toward compensation to Power Producer:

- a) From Effective Date until the expiry of the first 5 (five) years of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) the Energy in units (kWh) corresponding to the contracted capacity for 24 months.

- (b) Between 6th to 10th year of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) Energy in units (kWh) corresponding to the contracted capacity for 18 months.

- (c) Between 11th to 15th year of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) Energy in units (kWh) corresponding to the contracted capacity for 15 months.

- (d) Between 16th to 20th year of the Term, (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) Energy in units (kWh) corresponding to the contracted capacity for 9 (nine) months.

- (e) Between 21st to 25 th year of the Term (i) PPA Tariff in the Contract Year in which this Agreement is terminated; and (ii) Energy in units (kWh) corresponding to the contracted capacity for 9 (nine) months

Upon termination of this Agreement pursuant to Clause 10.2.2 above, the JIL shall pay the Power Producer Termination Compensation within 60 (sixty) days from the date of termination of this Agreement and the Parties shall stand discharged of all their obligations.

### **Early termination of PPA by JIL**

During 0-5 years from Commencement Date, JIL shall be allowed to voluntarily exit the contract by paying termination penalty equivalent to product of one and a half years (1.5) years' worth of Contracted Energy and PPA Tariff by giving a notice period for respective year of exit of at least six (6) months, except in case of force majeure or default of Supplier when no such penalty shall be payable.

During 5 - 10 years from Commencement Date, JIL shall be allowed to voluntarily exit the contract by paying termination penalty equivalent to product of one year (1) year' worth of Contracted Energy and PPA Tariff by giving a notice period for respective year of exit of at least six (6) months, except in case of force majeure or default of Supplier when no such penalty shall be payable.

During 10 - 12 years from Commencement Date JIL shall be allowed to voluntarily exit the contract by paying the penalty equivalent to product of nine (9) months' worth of Contracted Energy and PPA Tariff by giving a notice period for respective year of exit of at least six (6) months, except in case of force majeure or default of Supplier when no such penalty shall be payable.

During 12 - 15 years from Commencement Date JIL shall be allowed to wishfully exit the contract by paying termination penalty equivalent to product of six (6) months' worth of Contracted Energy and PPA Tariff by giving a notice period for respective year of exit of at least six (6) months, except in case of force majeure or default of Supplier when no such penalty shall be payable.

After 15 years from Commencement Date, JIL may exit the contract by serving an advance notice of at least six (6) months without any financial obligation to either of the parties.

PPA tariff refers to the ex-bus tariff multiplied by the contracted energy.

## **ARTICLE 11: Dispute Resolution**

- 11.1** All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- 11.2** The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.3** Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be through an arbitration process

### **11.4 Arbitration**

1. After the expiry of the period prescribed in Clause 11.4 above, any Party may refer the Dispute, by notice in writing to the other Party ("Notice of Arbitration"), to arbitration to be finally resolved in the manner set out in this Clause 11.5, and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceedings.
2. If a Dispute is referred to arbitration by any Party, such Dispute shall be resolved by a sole arbitrator, jointly appointed by the Parties within 7 (seven) Business Days.
3. The seat of the arbitration shall be New Delhi. The language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
4. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
5. The arbitrator may award costs and expenses (including fees of its counsel) to a Party that substantially prevails on the merits.
6. Without prejudice to and subject to the indemnification provisions in this Agreement, the Parties shall equally bear the costs incurred in the arbitration unless otherwise awarded or fixed by the arbitrators.

The Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.



## ARTICLE 12: Indemnity

**12.1 Power Producer's Indemnity:** The Power Producer agrees to defend, indemnify and hold harmless JIL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, JIL, or by an officer, director, sub-contractor, agent or employee of the JIL.

**12.2 JIL's Indemnity:** JIL agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of JIL, or by an officer, director, sub-contractor, agent or employee of JIL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

### 12.1 Limitation of Liability

Neither Party shall be liable to the other Party for any consequential, indirect or special damage or loss of profit, revenue or goodwill, whether arising in tort, contract or otherwise, by reason of this Agreement or otherwise in any event whatsoever.

### **ARTICLE 13: Miscellaneous Provisions**

- 13.1 Governing Law:** This Agreement shall be interpreted, construed and governed by the Laws of India.
- 13.2 Insurance:** The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.
- 13.3 Books and Records:** The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- 13.4 Waivers:** Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.
- 13.5 Limitation Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- 13.6 Green Attributes and Other Benefits:** JIL may apply for the purchase of electricity under this Agreement towards fulfilment of its Renewable Purchase Obligation and the supply of electricity under this Agreement shall be deemed to be a supply of electricity with the renewable/green component. Power Producer shall not be able to avail of any benefits/credits relating to the green/renewable component/aspect of the electricity supplied under this Agreement.
- 13.7 Notices:** Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

**In case of the Power Producer:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ph. Nos.: \_\_\_\_\_

**In case of Jubilant Infrastructure Limited:**

Designation: \_\_\_\_\_

Address : Jubilant Infrastructure

Limited

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ph. Nos.: \_\_\_\_\_

**13.8 Severability:**

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

**13.9 Amendments:**

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, JIL may consider any amendment or change that the Lenders may require to be made to this Agreement.

### **13.10 Assignment:**

Neither Party shall assign this Agreement without the prior written consent of the other Party, provided further that any assignee expressly assumes the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from JIL for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, JIL acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. JIL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

### **13.11 Entire Agreement, Appendices:**

This Agreement constitutes the entire agreement between JIL and the Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit JIL and the Power Producer shall consult to resolve

the inconsistency.

**13.12 Further Acts and Assurances:**

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

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

FOR AND ON BEHALF OF  
**POWER PRODUCER**

Authorised Signatory  
M/s \_\_\_\_\_

**WITNESSES**

1. \_\_\_\_\_  
( )

2. \_\_\_\_\_  
( )

FOR AND ON BEHALF OF  
**POWER PROCURER (JIL)**

Authorised Signatory  
**JUBILANT INFRASTRUCTURE LIMITED**

**WITNESSES**

1. \_\_\_\_\_  
( )

2. \_\_\_\_\_  
( )

## SCHEDULE 1: Parameters and Technical Limits of Supply

### 1) Electrical Characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Metering Point: \_\_\_\_\_KV

Short circuit rating: As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the JIL.

**Note:** The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

### 2) Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time and Central Electricity Authority (Technical Standards for Connectivity to the Grid ) Regulations, 2007 and amendments thereto.

### 3) Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC / CERC regulations and as may be stipulated/specified by STU / CTU from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

### 4) Technical Limits of Voltage

- (i) The nominal steady state electrical characteristics of the system are as follows:
  - a) Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz

b) Nominal voltage of \_\_\_\_\_KV with +10% to -12.5% variation.

(ii) The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of \_\_\_\_\_KV

(iii) Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

#### 5) Specification of Electrical Energy Delivery

a) The generation voltage from the \_\_\_\_\_MW Grid Interactive Wind Solar Hybrid Power Project of \_\_\_\_\_ is \_\_\_\_\_ KV. It uses unit connection of generator, generator transformer and unit transformer.

b) The generated power at \_\_\_\_\_KV will be stepped up to \_\_\_\_\_KV at the Project Site and connected \_\_\_\_\_KV at for the purpose of interconnection with the Grid System in accordance with applicable Rules / Regulations / Orders.



## **SCHEDULE 2: Approvals**

- 1.** Consent from the STU / CTU for the evacuation scheme for evacuation of the power generated by the \_\_\_\_\_ MW Grid Interactive Wind Solar Hybrid Power Projects.
- 2.** Approval of the Chief Electrical Inspectorate of the respective State Government for commissioning of the transmission line and installation of all requisite components for the wind solar power project at the Project Site, if required.
- 3.** Certificate of Commissioning of the Grid Interactive Wind Solar Hybrid Power Project issued by GEDA in case project located in Gujarat and Representatives / Agency authorized by JIL in case project located outside of Gujarat.
- 4.** Permission from all other statutory and non-statutory bodies required for the Project
- 5.** Clearance from Department of Forest, Ecology and Environment, if required
- 6.** Clearance from Airport Authority of India, if required.
- 7.** No objection certificate from Ministry of Defense, if applicable
- 8.** Any other clearances as may be legally required.

### **SCHEDULE 3: Documents to be submitted at the time of financial closure & commissioning of project**

#### **FINANCIAL CLOSURE**

Documentary Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency

#### **COMMISSIONING OF PROJECT**

- a) Connectivity Agreement with STU and/or CTU, if applicable and requisite consent for Power Evacuation from STU and/or CTU, if applicable confirming technical feasibility of connectivity of the Wind Solar Hybrid Power Project up to the Metering Point.
- b) Developer Permission and/or Transfer Permission issued by GEDA / similar permission issued by concerned State Nodal Agency along with key-plan drawing
- c) Chief Electrical Inspectorate approval/inspection report for installation of all components required for the Wind Solar Hybrid Project
- d) Chief Electrical Inspectorate approval for charging of WTGs / Solar Modules and associated transmission line
- e) Land Documents
  - i) Lease Deeds or Sale Deeds to establish possession and right to use 100% of the required land in the name of the Power Producer for a period not less than the complete term of the PPA.
  - ii) Sworn affidavit (duly Notarized) from the authorized person listing the details of the land (survey no., location ID, area of land, type of land – revenue wasteland or private, date of allotment order or sale deed as the case may be, location details viz. Village, Taluka, District, etc.) and certifying total land required for the project under clear possession of the power producer.
- f) Clearances
  - (i) No Objection Certificate / Environmental clearance (if applicable) for the Project.
  - (ii) Forest Clearance (if applicable) for the land for the Project.
  - (iii) Clearance from Airport Authority of India, if required
  - (iv) Approval for Water from the concerned authority (if applicable) required for the Project.
  - (v) Information about the WTG/Solar PV module installed in the project. (.

**SCHEDULE 4: Project Location Details**

<b>CAPACITY(MW)</b>	<b>LOCATION DETAILS</b>	<b>CUF%</b>	<b>SUBSTATION DETAILS</b>

Note:

- (i) Change in location shall be allowed up to SCD