STANDARD

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT OF ENERGY FROM _____ MW/ ___ MWh BESS CAPACITY

ON LONG TERM BASIS

Between

…….. [Insert Name of BESSD]

And

Solar Energy Corporation of India Limited

……. [Insert month and year]

This Power Purchase Agreement (hereinafter referred to as "PPA") is made on the …….[Insert date] day of …….[Insert month] of …….. [Insert year] at …… [Insert place]

Between

……. [Insert name of the BESSD], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at …….. [Insert address of the registered office of BESSD] (hereinafter referred to as "**Battery Energy Storage System Developer**" **or** "**Storage Project Developer" or** "**BESSD**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

Solar Energy Corporation of India Limited, a company incorporated under the Companies Act 1956, having its registered office at …… (hereinafter referred to as **"SECI", or "Procurer" or "Buyer"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The BESSD and SECI are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. The Ministry of Power, Government of India has issued the "*Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services*" vide Resolution dated 10th March 2022, including subsequent amendments and clarifications thereof, if any, issued until _____ [Enter the last date of bid submission of the RfS].

B. SECI has been designated as a Nodal Agency for developing and facilitating the establishment of the Grid connected Battery Energy Storage Capacity in India in terms of the Policy / Guidelines issued by the Government of India.

C. SECI had initiated a Tariff Based Competitive Bid Process for development of 2000 MWh (500 MW x 4 hrs.) of ISTS connected Battery Energy Storage Project (hereinafter referred to as 'Project') on the terms and conditions contained in the

Request for Selection Documents (herein after referred to as **'RfS')** issued by SECI vide RfS No…….. dated……. .

D. SECI has issued the Letter of Award No…….. dated**……**in favor of the _____[Insert name of the Bidding Company] for development and establishment of the ____ MW/_____ MWh of "Project" or "BESS" at a location provided at _____ [Insert name of the Substation] S/s in the State of ____, India as per the terms and conditions contained in the RfS, this Power Purchase Agreement (PPA) and other bidding documents as well as the conditions contained in the Letter of Award.

E. **…..[Insert Name of the Bidding Company]** has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a …… **[Insert Name of the SPV]** (hereinafter referred to as '**BESSD**'), for development, and supply of BESS Capacity from the …… MW/ _____ MWh of the Project / BESS to be established by BESSD in ____ [Insert the name of Substation] S/s in the State of _____, India and for making available of such Battery Energy Storage Capacity by SECI as an Intermediary Agency to the Buying Entity(ies) [as defined] under a Power Sale Agreement (PSA) to be entered into between SECI and such Buying Entity(ies).

F. SECI has agreed to purchase such Battery Energy Storage Capacity from the BESSD as an Intermediary Procurer and sell it to Buying Utility / Entity on back-to-back basis as per the provisions of the RfS. Accordingly, SECI has signed a Power Sale Agreement (PSA) with the Buying Utility (ies) / Entity (ies) to sell such Battery Energy Storage Capacity as per the provisions of the above said Guidelines and RfS.

G. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond in the sum of Rs……..in favour of SECI as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond provided in Schedule – 1 to this Agreement.

H. BESSD has fulfilled the terms of the RfS Documents and the terms of the Letter of Award for signing this Battery Energy Storage Purchase Agreement as a definitive

agreement for developing the "Project" (or "BESS") of ……. MW/ _____ MWh at _____ S/s in the State of _____ for making available Battery Energy Storage Capacity by the BESSD to SECI to enable SECI to make available such Battery Energy Storage Capacity to the Buying Utility(ies) / Entity(ies), as SECI may consider appropriate, under a Power Sale Agreement (PSA) and on a back-to-back basis to the Battery Energy Storage Purchase Agreement to be entered into with the BESSD;

I. SECI has signed the Power Sale Agreement (PSA) with the Buying Utility(ies) / Entity(ies) of States in India.

J. The parties have agreed to execute this Battery Energy Storage Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for development of the Project at ……, [Insert name of state] on Build, Own, Operate (BOO) basis and for making available such Battery Energy Storage Capacity by the BESSD to SECI.

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 *Definitions*

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

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Adjusted Equity"	shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date; a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date; b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity"); c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by X% (wherein X=100% / (12 * Term of PPA)) thereof at the commencement of each month following the COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made..
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;

"Appropriate Commission"	Unless otherwise stated or the context requires, Appropriate Commission shall mean Central Electricity Regulatory Commission;
"Monthly Availability"	For a particular Contract Year, "Monthly Availability" shall be the average availability of the Contracted BESS capacity during that particular Month, calculated as per the RfS and this PPA;
"Battery Energy Storage System Developer" or "BESSD" or "Developer" or "Project Developer"	shall mean the entity owning/operating the BESS facility for supply of power under the PPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with SECI.
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to BESSD and SECI, a day other than Saturday, Sunday or a statutory holiday, on which the banks remain open for business in Delhi;
"Buying Entity" or "Buying Utility"	shall mean an End Procurer as defined in the Guidelines who has agreed to avail the Battery Energy Storage Capacity from SECI and will execute/ has executed the Power Sale Agreement (PSA) with SECI to meet demand requirement;
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"CTU" or "Central Transmission Utility"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commissioning"	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters as per procedure in Schedule 3 of this Agreement.
"Commercial Operation Date (COD)"	shall mean the date of next day on which the Project Capacity or the last part capacity of the Project (as the case may be) has achieved successful commissioning (as per provisions of this Agreement and RfS Documents).
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;

"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up the Project and supply of energy under this Agreement;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or SECI Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean …… [Insert the Project Capacity] ____ MW/ ___ MWh, which is the Energy Storage Capacity contracted with SECI for supply by the BESSD to SECI at the Delivery Point from the Project. It is clarified that the Project Capacity shall not be capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of the RfS.
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Debt Due"	shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date: a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

	b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliates for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.
"Delivery Point" or "Interconnection Point" or "Metering Point"	shall mean the point of connection at the ___ kV voltage level of ___ _____ [Insert name of Substation] ISTS Sub-station including the dedicated transmission line (if any) connecting the Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 or equivalent CEIG regulations as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA or CEIG. Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses for charging, storing of energy and offtake of power shall be to the account of the Buying Entities. However, any charges / losses (if any) as per extant regulations / guidelines which are to be borne by the BESSD shall be borne by the BESSD. Moreover, any penalty or cost like deviation settlement mechanism etc. up to delivery point which is not attributable to Buying Entity shall be borne by the BESSD. In case it is paid by SECI on behalf of Buying Entities / BESSD, the same shall be recovered from the Buying Entities / BESSD (as applicable).

	In case the Buying Entity is located in the same State where the Project is located, if the Buying Entity desires the Project to set up behind its STU/InSTS substation, it will be permitted by SECI subject to acceptance of such an arrangement by the BESSD. It is clarified that by default, "Delivery Point" shall mean ISTS substation, and shall mean an InSTS substation only in case both the BESSD and the Buying Entity agree to this modification;
"Dispute"	shall mean any dispute or difference of any kind between SECI and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; SECI reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of the same by the Buying Entity;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring as on twenty (20) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to SECI for a period up to 20 years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this Agreement;
"Financial Closure"	shall mean compliance with the requirements under Article 3.1 of this Agreement;

"Financing Agreements"	shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of SECI;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"GNA Regulations"	shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms "connectivity" or "network access" or "general network access" in this Agreement shall be interpreted in terms of the provisions of these Regulations.
"Guidelines" or "Scheme"	shall mean the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10th March 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS;
"Grid Code" or "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable;
ISTS	shall mean the Inter-State Transmission System;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state(s)…….. [Insert the name(s) of the state(s) in India, where the Power Project, SECI and BESSD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Insurance Surety Bond" or "Surety Bond"	shall mean the irrevocable surety bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI), as an alternative to submission of Performance Bank Guarantee by the BESSD to SECI, issued in the form attached as Format-7.3 F of the RfS;

"Interconnection Facilities"	shall mean the facilities on BESSD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Intermediary Procurer or Nodal Agency"	shall mean Solar Energy Corporation of India Limited;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"MoP"	shall mean the Ministry of Power, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment on Order Instrument" or "POI"	shall mean the irrevocable unconditional letter of undertaking issued by either of the two institutions, viz., (i) Power Finance Corporation Limited or (ii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the BESSD to SECI, issued in the form attached as Format-7.3E of the RfS;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

"Performance Bank Guarantee" or "PBG"	shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to SECI in the form attached as Format-7.3D of the RfS;
"Pooling Substation/ Pooling Point"	means a point where more than one Power Project may connect to a common transmission system. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the BESSD(s) to get connected to the Delivery Point. The voltage level for such common line shall be as per the voltage level specified in "Interconnection Point". Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing. In such case, it shall be responsibility of the BESSD to obtain and furnish the meter reading jointly by the BESSD and any competent authority (State Government or Central Government) (if applicable).
"Power on Demand"	shall mean the requirement of buying entities to discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and PPA.
"Project" or "Battery Energy Storage Project" or "Battery Energy Storage Systems" or "BESS"	shall mean the system(s)/projects of ……..[Insert capacity] MW/_____ MWh, located at ……. [Insert name of the place] in …. [Insert name of the District and State] having a separate control system, metering and single point of injection into the grid at Delivery/Interconnection/Metering point at ISTS substation and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above mentioned Battery Energy Storage Capacity as per this Agreement. It is clarified that BESS charged using a source other than RE power would not qualify as RE power;

Power Sale Agreement (PSA)	shall mean the Power Sale Agreement (PSA)entered between the Buying Entity and SECI (Buyer- Buying Entity(ies) PSA) for onward sale of energy from the Battery Energy Storage Capacity being procured under this Agreement, and forms Schedule-4 of this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	Shall mean [Insert the capacity] ___ MW/____ MWh [as per LoA] of BESS, which [Insert name of BESSD] is required to Build Own Operate and supply such Battery Energy Storage Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LoA.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project; b) the requirements of Indian Law; and the physical conditions at the site of the Project; c) Installation, Operation, Maintenance and Safety Guidelines / Rules / Regulations for BESS/ Projects / Power Projects issued by Central Government Instrumentality;
"Qualified Coordinating Agency" or "QCA"	shall mean an agency as defined in Indian Electricity Grid Code.
"RBI"	shall mean the Reserve Bank of India;
"RE Power" or "Renewable Energy Power"	shall refer to power from any renewable energy resource based Generating System.
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;

"Scheduled Commissioning Date" or "SCD" of the Project	shall mean …… [Insert Date];
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the Project is located;
"SECI"	shall mean Solar Energy Corporation of India Limited;
"State Transmission Utility" or "STU"	shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff" or "Applicable Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Unit/ Part Commissioning"	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning capacity for the 1st part will be 50 MW / 200 MWh. The total number of instalments / phases / parts in which a Project can be commissioned will be not more than 3, i.e., 1st Part of min. 50 MW and 2 subsequent parts;
"Unit Commercial Operation Date (UCOD)"	shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of power from the BESS at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

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

1.2.1 “Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

1.2.2 An "Article", a "Recital", a "Schedule” and a “paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A “crore” means a reference to ten million (10,000,000) and a “lakh” means a reference to one tenth of a million (1,00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees”, “Rs” or new rupee symbol “₹ ” shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have

been, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time;

1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;

1.2.16 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.2.18 This Agreement and other documents such as Request for Selection Documents, Letter of Award, Guidelines including subsequent clarifications, addenda, amendments and further clarifications in regard to the tender as well as Power Sale Agreement shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Power Purchase Agreement / Power Sale Agreement
2. RfS Documents

ARTICLE 2: TERM OF AGREEMENT

2.1 ***Effective Date***

2.1.1 This Agreement shall come into effect from ……. and such date shall be referred to as the Effective Date.

2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.

2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, SECI and/or the Buying Entity(ies) shall obtain adoption of tariff from CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the PSA entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the CERC within the time specified above, the provisions of Article 2.1.4 shall apply.

2.1.4 In case the order from the CERC is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite CERC order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the CERC order has been delayed beyond such period as specified in Article 2.1.3.

In case of any difference between the date of signing of PPA and the Effective Date of the PPA, which is attributable to the BESSD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestone.

Provided further that in case, the order of adoption of Tariff approval by the Appropriate Commission as required under Article 2.1.3 above is not received or delayed, either Party shall not be liable for payment of any compensation to

other Party for any loss or damage on account of such delay/ non-receipt of adoption of Tariff approval of the Appropriate Commission/SERC.

2.2 ***Term of Agreement***

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

2.2.2 The BESSD is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the SECI/Buying Entity, SECI/Buying Entity (as the case may be) shall not be obligated to procure power beyond the Expiry Date. If the BESSD, Buying Entity(ies) and SECI mutually aggress for extension of the PPA, the same shall be subject to approval of CERC as per terms and conditions of the RfS.

2.3 ***Early Termination***

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

2.3.2 In case the SECI-Buying Entity PSA corresponding to the Contracted Capacity is terminated or modified for a reduced capacity during the Term of this Agreement the event may result in Termination of this Agreement or pro-rata reduction in Contracted Capacity of this Agreement, as the case may be, at the discretion of SECI. In such scenario, any termination compensation paid by the respective Buying Entity, will be passed on to the BESSD, after deducting SECI's costs, if any.

2.4 ***Survival***

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

17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the BESSD

The BESSD agrees and undertakes to duly perform and complete all of the following activities at its own cost and risk unless such completion is affected by any Force Majeure event, or for the activities specifically waived off in writing by SECI:

(i) BESSD's own cost and risk by……[Enter the date as on Two (2) Months prior to the SCD] BESSD shall make Project financing arrangements (i.e. *arrangement of necessary funds by the Battery Energy Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance*) for Projects(s) and shall provide necessary certificates to SECI in this regard;

(ii) Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

a) The BESSD shall also submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, by the date as on 2 months prior to the SCD.

b) The BESSD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.2 Consequences of non-fulfilment of conditions subsequent and financial closure

3.2.1 In case of a failure to submit the documents as above, SECI shall encash the Performance Bank Guarantee/Payment on Order Instrument/ Insurance Surety Bond submitted by the BESSD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the BESSD in writing of at least seven (7) days, unless the delay (subject to the condition that BESSD has made/ is making all possible efforts) is on account of delay in allotment of Land by the Government not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of

Article 3.2.1 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.1 (i) An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW to SECI. Such extension charges are required to be paid to SECI in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to SECI is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7^{th} day. This amount will go into the Payment Security Mechanism. In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by SECI without interest. This extension will not have any impact on the Scheduled Commissioning Date. Any extension charges paid so by the BESSD, shall be returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the BESSD fails to commission the Contracted Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by SECI.

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 In case of inability of the BESSD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.

3.2.4 Provided that due to the provisions of this Article 3.2.1, any increase in the time period for completion of conditions subsequent and financial closure mentioned

under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond

3.3.1 The Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI)/ Insurance Surety Bond having validity from the date of submission of PBG/ POI until 9 months after the SCD submitted for a value of **Rs. 17.96 Lakhs/MW** (being a genuine pre-estimate as agreed by the Parties) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply (injection) of power / energy up to the Project Capacity within the time specified in this Agreement as per Schedule 1.

3.3.2 The failure on the part of the BESSD to furnish and maintain the Performance Bank Guarantee/ POI shall be a material breach of the term of this Agreement on the part of the BESSD.

3.3.3 If the BESSD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by SECI, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee/ POI/ Surety Bond equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of SECI under this Agreement. It is to be noted that the damages/dues recovered by SECI by encashing the PBG/ POI/ Surety Bond, upon the default of the BESSD under the PPA, shall be credited to the payment security fund maintained by SECI.

3.4 Return of Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond

3.4.1 Subject to Article 3.3, SECI shall return / release the Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond within 45 days of Commissioning of the Project after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.

3.4.2 The return / release of the Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond shall be without prejudice to other rights of SECI under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 ***BESSD's Obligations***

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

a) The BESSD shall be solely responsible and make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the ISTS System for confirming the availability of power system required for supply of power by the SCD and all clearances related thereto.

On or before Scheduled Commissioning Date, the BESSD shall demonstrate possession of 100% (Hundred Percent) of the land identified for the Project in its name for a period not less than the complete Term of this Agreement. In this regard, the BESSD shall submit documents/ Lease Agreement to establish possession/ right to use 100% of the required land in the name of the BESSD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the BESSD. The BESSD shall submit a sworn affidavit from the authorized signatory of the BESSD listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD;

b) The BESSD shall be solely responsible and make arrangements for associated infrastructure for development of the Project and for Connectivity with the CTU till Delivery Point for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. However, it is clarified that the Project shall be interconnected to the _____ kV _____ substation in ____. Connectivity has been assured to be provided to the BESSD, and necessary applications in this regard, will be required to be made by the BESSD. All the requisite costs associated including fees with obtaining connectivity shall be borne by the BESSD.

c) Obtaining all Consents, Clearances (including Environmental Clearance, if applicable) and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. SECI shall have no obligation to recommend to any

department/agency or the Govt. for the grant/permission for the Project. The BESSD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing and operating (including for Charging and Discharging from BESS) the project. Any steps that may be taken by SECI in regard to grant of such consents and permits or any other approval to be taken by the BESSD shall only be a voluntary facilitating endeavour on the part of SECI with no intention of being bound by any legal or binding obligation.

d) designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

e) the commencement of supply of power / energy up to the Contracted Capacity to SECI no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;

f) connecting the Project switchyard with the Interconnection Facilities at the Delivery Point; The BESSD shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.

g) Obtaining connectivity and maintaining the same as per provision of GNA regulation issued by CERC, for evacuation of the Contracted Capacity throughout the term of the Agreement. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the detailed procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, will be responsible for their respective obligation as notified in the detailed procedure irrespective of the provisions of the RfS, PPA and PSA.

h) The commencement of supply of power up to the Contracted Capacity to SECI no later than the SCD and continuance of the supply of power in line with Article 4.4 of this Agreement throughout the Term of the Agreement.

i) owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.

j) maintaining its shareholding pattern as per Clause 26 of the RfS.

k) fulfilling all other obligations required to be undertaken by the BESSD under this Agreement for development of Project in Build, Own, Operate

basis and supply of BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOA.

l) The BESSD shall be responsible to for directly coordinating and dealing with the corresponding Buying Entity(ies), Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD and the corresponding Buying Entity(ies) are the Grid connected entities and SECI as an Intermediary Procurer/ trading licensee is not a Grid connected entity in respect of the supply of energy from the Battery Energy Storage Capacity contracted under this Agreement.

m) The BESSD shall fulfil the technical requirements according to criteria mentioned under Annexure A–Technical requirement for Project under the Guidelines and RfS.

n) Further, the BESSD shall be solely responsible for and obligated to ensure that the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

o) As part of scheduling of power / energy from / to the Project for discharging / charging, the BESSD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity, as per the Regulations in force, under intimation to SECI and in consultation with Buying Entity. SECI may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on SECI. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.

p) Making a payment of Rs. _____ [Insert amount @ Rs 5 Lakhs / MWh] to the designated account as intimated by the SECI towards Payment Security Fund as per clause 18.2 of the RfS, which states that, “Prior to declaration of commissioning of first part capacity of the Project, the

BESSD shall furnish a @Rs. 5,00,000/MWh (Rupees Five Lakhs/MWh) to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage."

q) BESS systems shall comply with applicable regulations, standards and codes issued by the CEA regarding safety. The BESSD is required to comply with Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, including subsequent amendments and clarifications issued thereof.

r) For the Project being implemented under this Agreement, the BESSD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to SECI in a form acceptable to SECI and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by SECI. The BESSD shall be required to submit the progress status of Project to SECI as and when requested by SECI, strictly within the timelines provided by SECI. Further, on 5th day of every calendar month, the BESSD shall be required to submit the Project progress status in the IIEM-SRP Portal of SECI (login credentials of which will be provided to the BESSD subsequent to signing of PPA). Further, any information in any other format as may be required by SECI/ Buying Entity subsequent to signing of PPA shall be required to be provided by the BESSD to SECI within the deadline specified by SECI/ Buying Entity. In case of failure to comply with the same, SECI at its discretion, may or may not consider the SCD extension request of the BESSD, if any.

s) The BESSD shall ensure that the Battery Energy Storage System installed is of requisite quality and complies with best industry practices.

4.2 ***Information regarding Interconnection Facilities***

4.2.1 The BESSD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection facilities on the BESSD's side of the Delivery Point to enable injection / drawl of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost.

4.2.2 Penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be entirely dealt by the BESSD and any such amounts claimed by such agency(ies) shall be payable by the BESSD.

4.2.3 The responsibility of getting connectivity for non-solar hours (i.e with the injection scheduling rights during non-solar hours) with the transmission system up to the Interconnection Point, will lie with the BESSD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD to be obtained at its own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the BESSD to be obtained at its own cost. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.

4.2.4 The BESSD shall be responsible for obtaining Connectivity and executing connectivity agreement as per provision of GNA regulation issued by CERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as amended from time to time, will be responsible for their respective obligation as notified in the Detailed Procedure irrespective of the provisions of the RfS, PPA and PSA.

4.2.5 In case of Pooling substation, losses in the transmission line shall be apportioned among the BESSDs who share such a Pooling arrangement and duly signed by all the BESSDs, based on their monthly generation.

4.2.5 The arrangement of connectivity shall be made by the BESSD through a transmission line, if applicable. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD.

4.2.6 Treatment of ISTS Charges (if any) shall be as per the extent regulation / orders / guidelines of Government of India.

4.2.7.1 BESSD needs to carry out inter-device interaction studies for BESS with RE generation (Wind/Solar) and STATCOMs in nearby substations.

4.2.7.2 Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard:

i. Harmonic studies considering network and BESS system along with flicker studies
ii. Transient and dynamic studies
iii. Small signal stability studies
iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-Synchronous Torsional Interaction studies
v. Sub-synchronous control interactions studies between different converter-based equipment.

4.2.7.3 In addition, BESS system shall need comply to requirements/performance parameters stipulated in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments.

4.2.7.4 **Communication Equipment Requirement at BESS end:**

BESSD will provide UGFO/Approach cable (having minimum 12 Fibers) from BESS end to the ____ kV _____ Substation control room. BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.

4.2.7.5. Communication Equipment Requirement at ISTS end:

BESSD will provide communication equipment's as per Regulations on Communication System for transmission of electricity and other

Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).

4.3 *Purchase and Sale of Power within the Contracted Capacity*

4.3.1 Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to SECI for onward sale to Buying Entity(ies) under PSA and SECI undertakes to pay Applicable Tariff as per this Agreement for the energy discharged from the Battery Energy Storage up to the Contracted Capacity at the Delivery Point.

4.3.2 Energy from the Battery Energy Storage Capacity procured from the Project awarded under the RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities. (To be deleted in case of a single Buying Entity for the entire awarded capacity under the RfS).

4.4 *Right to Contracted Capacity & Energy*

4.4.1 SECI, in any Contract Year except for the Contract Year ending on 31st March immediately after COD of the Project, shall not be obligated to off-take any capacity beyond / over and above Contracted Capacity.

The BESSD shall make the BESS available for 1 operational cycle per day, i.e. 1 complete charge-discharge cycle per day.

For the purpose of this Agreement, Cycle shall mean charging of the BESS up to the Contracted capacity followed by discharge of such stored energy including any intervening resting period as specified in the RfS Document. The BESSD may use the Contracted Capacity for any purpose other than that specified in this Agreement only after fulfilling the obligations under this Agreement.

For a Contracted Capacity of 50 MW, the PPA shall entitle the off-taker to schedule discharge up to 200 MWh of energy from the BESS in a cycle, subject to the following:

i. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under Article 4.4.2.(c)

ii. Contracted Energy from the Contracted Capacity shall be the energy discharged by the BESS Project at the Delivery Point. Arrangement/ supply of Charging power shall be in the scope of BESSD, at its own risk

and cost.

The procurement shall be in energy (kWh) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to discharge the BESS on an "on demand" basis.

The Buying Entity shall schedule the discharge from the BESS for any 4 hours starting from commencement of non-solar hours in the evening of a Day until the non-solar hours in the morning of the subsequent Day, as defined by GRID-INDIA for the respective State where the Project is located. In the absence of such notification, the non-solar hours (in the evening) shall be deemed to be the evening hours after sunset at the Project's location and non-solar hours (in the morning) shall be deemed to be the morning hours before sunrise at the Project's location. The Buying Entity shall intimate the hours during which it intends to draw the energy from the BESS on a day-ahead basis. Buying Entity shall choose the 4 hours such that there is a continuous discharge from the BESS at least for 1 hour. It is hereby clarified that the BESS should be designed to provide a maximum of 4 hours of discharging capacity.

4.4.2 Subsequent to commissioning of the Project, for any Contract Year, the BESSD shall be required to maintain and demonstrate the following performance parameters:

a) **Minimum Monthly System Availability of 85%:** "Availability" of the Project shall mean the ability of the BESS to execute a function i.e. discharging, when called upon to do so, against the drawl requisition provided by the Buying Entity, subject to the minimum system ratings specified herein. During any Contract Year for the Contracted Capacity, BESSD shall be required to maintain minimum system availability of 85% on monthly basis. For this PPA, the monthly availability guarantee shall commence from the date of commissioning of the system and shall be calculated as below:

Monthly System Availability = Mean of the System availabilities of all time-blocks during the month in which the Buying Entity has scheduled power for discharging the BESS.

where,

System Availability in a time-block=

$$\frac{Actual\ Drawl\ MU_i(A)}{Scheduled\ Drawl\ MU_i(B)},$$

where

i) i refers to the i^{th} time-block in the month where Scheduled Drawl $MU_i \neq 0$.

ii) Actual Drawl MU_i is the Energy Scheduled for Discharging in the i^{th} time-block, in MUs

iii) Scheduled Drawl MU_i is the Energy Scheduled for Discharging in the i^{th} time-block, in Mus. This is the On Demand Drawl Requisition and is the Energy requisitioned by off taker for Discharging in the designated hours in i^{th} time-block in a Month (commensurate to annual degraded capacity).

Drawl requisition for a month in a particular year of operational Life (In MUs rounded off up to decimal places) = ((MDAE)/365) x n

Where MDAE is Minimum Dispatchable annual energy in the year of operational life as specified in Article 4.4.2.(c).

And n is the number of days in that particular month for which availability is being calculated.

For example:

For a 250 MW/1000 MWh capacity,

In 3^{rd} year of operational life, drawl requisition for March month shall be calculated as below:

MDAE = 350 MUs, n = 31 Days

Drawl Requisition for the Month = (350/365) *31 = 29.72 MU

iv) A and B shall be as per the DSM/UI/REA Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Monthly System availability shall be calculated as per above. The liquidated damages for system availability below 85% shall be settled on monthly basis and if it is not able to settle in the same/ current month, it will be carried forward for settlement in subsequent month(s).

In case of shortfall in meeting the above criteria, the BESSD shall be levied liquidated damages for such shortfall and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies) under PSA. Amount of such liquidated damages shall be twice the Applicable Tariff (as per Article 9 of the PPA) for the discharge energy not made available during the month.

The Minimum Annual Average Availability as specified above, shall however be relaxable by Buyer to the extent of grid non-availability for evacuation which is beyond the control of the BESSD (as certified by the SLDC/RLDC) and / or upon occurrence of Force Majeure event as identified in PPA (and occurrence of such Force Majeure event(s) has been mutually agreed) and affecting availability and supply of energy from the Contracted Capacity.

b) Buying Entity shall off-take 100% of total energy corresponding to the declared capacity from BESS except in circumstances arising due to grid unavailability, or any Force Majeure event.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. of the RfS.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

c) Taking into consideration capacity degradation, the minimum dispatchable capacity to be made available by the BESSD at the end of a given year shall be as follows:

Contract Year	**Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)**	**Considering 100 MW/ 400 MWh Capacity as an example**			
		Min. Dispatchable Capacity (in MW) at the start of Contract Year	**Min. Dispatchable Capacity (in MW) at the end of Contract Year**	**Average Dispatchable Capacity (in MW) during the Contract Year**	**Min. Dispatchable Annual Energy (MDAE) in the Contract Year (considering 100% monthly availability) (MUs)**
1	98.5%	100	98.5	99.25	397
2	97.0%	98.5	97	97.75	391
3	95.5%	97	95.5	96.25	385
4	94.0%	95.5	94	94.75	379
5	92.5%	94	92.5	93.25	373

6	91.0%	92.5	91	91.75	367
7	89.5%	91	89.5	90.25	361
8	88.0%	89.5	88	88.75	355
9	86.5%	88	86.5	87.25	349
10	85.0%	86.5	85	85.75	343
11	83.5%	85	83.5	84.25	337
12	82.0%	83.5	82	82.75	331
13	80.5%	82	80.5	81.25	325
14	79.0%	80.5	79	79.75	319
15	77.5%	79	77.5	78.25	313
16	76.0%	77.5	76	76.75	307
17	74.5%	76	74.5	75.25	301
18	73.0%	74.5	73	73.75	295
19	71.5%	73	71.5	72.25	289
20	70.0%	71.5	70	70.75	283

The BESSD shall demonstrate, on annual basis, 100% of the minimum Dispatchable capacity of the BESS as per the table above.

d) The charging power for the BESS Project shall be arranged by the BESSD such that at least 51% of the energy used for charging the BESS is procured from Renewable Energy sources. It is hereby clarified that charging of the BESS from non-RE power source coupled with REC is not allowed towards fulfilment of 51% of RE requirement for charging the BESS. Discharging of the BESS system will be under the scope of the Buying Entity.

In the event the BESSD fails to meet the aforesaid requirement of procuring at least 51% of the charging energy from Renewable Energy sources, the quantity of charging energy procured from non-Renewable Energy sources in excess of the permissible limit of 49% shall be treated as excess non-RE charging energy. The corresponding equivalent quantity of discharged energy attributable to such excess non-RE charging energy shall be determined on a pro-rata basis, considering the total charging energy and the corresponding discharged energy during the relevant period, as follows:

Equivalent Excess Non-RE Discharged Energy = Total Discharged Energy × (Excess Non-RE Charging Energy / Total Charging Energy)

The BESSD shall not be entitled to any energy payment against such Equivalent Excess Non-RE Discharged Energy, and the same shall not be considered towards fulfilment of the BESSD's obligations under this Clause. Any liability arising on account of such non-compliance shall be to the sole account of the BESSD.

e) The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

f) The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through SECI for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. However, in no case, the same shall be more than 1 hour.

g) Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

   a. Maximum BESS recovery time as specified in this document
   b. Grid Outages (duly certified to this effect by the Grid Operator)
   c. Planned Maintenance Outage duly informed by the BESSD to the Buying Entity, with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

   BESSD will have to comply with the Discharging Schedule as intimated by Buying Entity. It is clarified that discharge of BESS shall take place subject to availability of real time margin at the ISTS substation.

h) In addition to above, the BESSD shall also submit Available energy Test Report for the Project Capacity as per IEC 62933-2-1 on Annual basis. The

assessment of BESS on annual basis shall be carried out by personnel trained for inspection as per ISO/IEC 17020.

i) It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

4.4.3 **Shortfall in meeting Performance Criteria**

Following provisions shall be applicable on the Contracted Capacity:

i. Shortfall in demonstrating minimum Availability:

Subsequent to COD of full Project/ Contracted Capacity or the capacity finally accepted by SECI, in case the monthly Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages to SECI to enable SECI to remit the amount to Buying Entity.

Liquidated damages on account of shortfall in meeting the minimum monthly system Availability criteria as per Article 4.4.2 (a) will be computed as follows.

Liquidated damages = (A – B) x C x 1000 x D x n x 2

where,

A is Guaranteed Monthly Availability (%) as per Article 4.4.2(a) above;

B is Actual Monthly System Availability (%), as calculated as per Article 4.4.2(a) above;

C is BESS Power Capacity (in MWh);

D is Tariff of the energy discharged from BESS, in INR/kWh, as discovered through bidding process;

n is the no. of days in a particular month for which availability is being calculated.

In case of the BESS failing to meet minimum 50% of the stipulated availability applicable for a particular Contract Year as per Article 4.4.2(c) of the RfS, for a cumulative period of 2 years or more during the Term of the PPA, the shortfall shall be considered as an Event of Default under the PPA, and failure to rectify this Event will result in termination of the PPA.

It is clarified that the calculation of Availability as per Article 4.4.2(a) will not include the planned outage as declared by the BESSD under Article 4.4.2(g). However, in case the BESSD notifies any outage outside the planned outage hours, while the Buying Entity may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Monthly Availability as per Article 4.4.2(a).

For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to (34 x 6) hours, i.e. 204 hours, the denominator of the formula in Article 4.4.2(a) will include the time-blocks corresponding to these 10 hours and exclude the 204 hours of planned outage.

However, this damage shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D of the RfS.

4.5 ***Extensions of Time***

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

a) any SECI Event of Default; or

b) Force Majeure Events affecting SECI/ Buying Entity(ies), or

c) Force Majeure Events affecting the BESSD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the BESSD or SECI/ Buying Entity(ies) through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the BESSD or SECI/Buying Entity(ies), or till such time such Event of Default is rectified by SECI.

4.5.2 Any delay beyond 120 days from the Effective Date of PPA in issuance of Order for the adoption of tariff by Hon'ble CERC, shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the CERC order has been delayed beyond such period of 120 days from the Effective Date of PPA.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force

Majeure event unless the parties mutually agree to extend the Agreement for the further period.

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

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Subsequent to grant of connectivity, in case there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, or delay in grant/operationalization of Grid Access, and it is established that:

i. The BESSD has complied with the complete application formalities as per Article 4.2.4 of this Agreement,

ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the CERC/CTU, and

iii. The delay in grant of connectivity by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by SECI. In case of change in Project location by the BESSD, extension requests under this Article shall be dealt by SECI on case-to-case basis. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, SECI may extend the SCD after examining the issue on a case-to-case basis.

4.5.7 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the BESSD and shall be subject to the consequences specified in the Article 4.6.

4.6 Liquidated Damages not amounting to penalty for delay in Commissioning

4.6.1 The Project shall be fully commissioned within the Scheduled Commissioning Date as defined in this Agreement. If the BESSD is unable to commission the Project by the Scheduled Commissioning Date for the reasons other than those specified in Article 4.5.1, the BESSD shall pay to SECI, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

(a) Delay beyond the Scheduled Commissioning Date up to (& including) the date as on 6 months after the Scheduled Commissioning Date, as part of the liquidated damages, the total PBG/POI amount for the Project shall be encashed on pro-rata basis and proportionate to the balance capacity not commissioned. As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to SECI. The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 7 days of intimation of the liquidated damages to the BESSD, as calculated by SECI. In case no response is received from the BESSD until the lapse of the above deadline, SECI shall encash the PBG/POI for the amount as per the liquidated damages. In case the BESSD chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to SECI's account through NEFT payment, no later than 2 business days from the above intimation by the BESSD. In case of non-payment by the BESSD within the above deadline, the PBG will be encashed by SECI on the next business day.

(b) Delay beyond Six (6) Months from SCD: The PPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG/POI will be encashed by SECI, and the PPA for the Project shall stand terminated for the balance un-commissioned capacity. Accordingly, Contracted Capacity will also stand reduced to Project Capacity commissioned as of six months from the SCD.

(c) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) is commissioned.

4.6.2 Not Used.

4.6.3 The BESSD further acknowledges and accepts that the amount of the liquidated damages as specified above is a fixed, genuine and reasonable pre-estimate of the damages that may be suffered by SECI/ Buying Entity(s).

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Project, the BESSD shall be required to get the Project certified for the requisite acceptance/ performance test including for safety as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the Battery Energy Storage projects. Further, BESSD shall ensure that all technical, acceptance and performance criteria as specified in RfS Documents and Guidelines are also complied and maintained.

4.8 Third Party Verification

4.8.1 The BESSD shall be further required to provide entry to the site of the Project (from which power under this Agreement is being made available) free of all encumbrances at all times during the Term of the Agreement to SECI (or its authorized representatives) and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the BESSD at the site of the Project. The BESSD shall provide full support to SECI and/or the third party in this regard.

4.8.2 The third party may verify the construction works/operation of the Project being carried out by the BESSD and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from BESSD or require the works to be stopped or to comply with the instructions of such third party.

4.9 Breach of Obligations

4.9.1 The Parties herein agree that during the subsistence of this Agreement, subject to SECI being in compliance of its obligations & undertakings under this Agreement, the BESSD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the

subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The BESSD shall give the concerned RLDC/SLDC, SECI and Buying Entity (ies) at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System.

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

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the BESSD at its facility of the Project at its own cost. The BESSD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC, in line with the provisions of the Grid Code.

5.1.4 The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to SECI. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying to carry out operational/ functional test prior to commercial operation as well as for commissioning of the Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The BESSD shall commission the Project as detailed in "**Schedule 3: Commissioning Procedure**" by 30.06.2027. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-3.

5.1.6 Part commissioning of the Project, without imposition of any liquidated damages in terms of the PPA, shall be accepted by SECI subject to the condition that the minimum part commissioning capacity for the 1st part will be 50 MW. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st initial instalment of 50 MW and 2 subsequent instalments.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for the Term as defined in this Agreement.

5.1.7 The Parties agree that for the purpose of commencement of energy supply from the BESS capacity by the BESSD to SECI, liquidated damages for delay etc., the Scheduled Commissioning Date (or extended Scheduled Commissioning Date) as defined in this Agreement shall be the relevant date.

5.1.8 The BESSD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

i. Intimation regarding the timeline for commencement of supply of power from the Project.
ii. Copy of CON-4 report submitted to CTU.
iii. Installation report duly signed by the authorized signatory. The BESSD is advised to take due care in furnishing such Installation Report.
iv. CEI/CEIG (as applicable) report containing approval for all the components, including Batteries, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the BESSD to obtain the certificate.
v. Approval of metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable.
vi. Plant Layout, Plant (AC & DC) SLD.
vii. Affidavit certifying that the BESSD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details.
viii. Affidavit from the BESSD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details.

ix. Documents to establish the compliance of technical requirement as per PPA/RfS.

x. Invoices against purchase of the Batteries, Inverters/PCUs, SCADA and BMS along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the BESSD shall be required to obtain No-objection certificate (NOC)/PPA Compliance Certificate from SECI prior to declaration of commissioning/COD of the Project.

SECI's scope will be limited to verifying the installation of rated capacity(ies) of the Project, as per the COD certificate submitted by the BESSD. This verification will be at SECI's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SECI. Prior to declaration of commencement of power supply, the BESSD shall submit COD certificate for the corresponding Installed Capacity which has commenced power supply to SECI as part of the requisite documents.

5.1.9 **Early Commissioning**

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.

Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and SECI may purchase the energy from such early commissioned BESS Project at PPA tariff, only in the case Buying Entity agrees to purchase such energy from the BESS at an earlier date at PPA tariff plus facilitation charges in the form of trading margin under PSA.

Such intimation for early commissioning shall be provided to SECI at least 15 days before the proposed early commissioning date as per the Commissioning Procedure. In case there is no response provided by SECI within 15 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI. In case SECI does not agree to purchase

energy from the BESS Project, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to sell such capacity to a third party at its own risk and cost; until SCD or the date of commencement of procurement of such energy as notified by SECI, whichever is earlier. In such cases, a Provisional Commissioning Certificate will be issued to BESSD for period up to SCD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3rd Party for such period. UCOD/COD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project. Subject to the provisions of this Agreement, in case of early commissioning, if BESSD sells any power to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to SECI from the date of commencement of off-take of energy by SECI or SCD, whichever is later.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 *Dispatch and Scheduling*

6.1.1 The BESSD, in consultation with Buying Entity(ies), shall be required to discharge the Battery System as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC/ NLDC or any other competent agency and same being recognized by the SLDC/NLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the BESSD.

6.1.2 The BESSD shall be responsible for directly coordinating and dealing with the Buying Entity(ies), RLDCs, SLDCs, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of discharging power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD and Buying Entities are the Grid connected entities and SECI as an Intermediary Procurer/ trading licensee is not a Grid connected entity in respect of the power from the Battery Storage Capacity contracted under this Agreement.

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

Reactive power charges shall be on account of the BESSD, as per CERC/SERC regulations.

6.1.4 The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall be borne by the BESSD as per the concerned Central/State regulations.

6.1.5 Capacity procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities.

6.1.6 Further, in case of any difference in scheduled energy at the interfaces of all the RLDCs concerned for the corridor of the power flow, including the RLDC of the Buying Entity, SECI will make payments corresponding to the lowest of the individual energy values to the BESSD, until rectification of the above error.

6.2 Supply obligation of the BESSD:

In case the BESSD fails to offer the contracted power as per this Agreement to SECI/Buying Entity and sells the contracted power without its consent to any other party, the BESSD, on a complaint to this effect by SECI/Buying Entity to the load dispatch centre concerned, shall be debarred from participating in Power Exchanges and on the Discovery of Efficient Electricity Pricing portal and scheduling of any new short-term contracts from the Project for a period of three months from the date on which the default has been taken cognizance by the concerned load dispatch centre. The period of debarment shall increase to six months for second default and shall be one year for each successive default. Such debarment of the BESSD shall be without prejudice to the rights of SECI/Buying Entity for seeking compensation for the default by the BESSD under this Agreement.

ARTICLE 7: METERING

7.1 ***Meters***

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

7.1.2 The BESSD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at BESSD side of Delivery Point for injection of power from the Grid during discharging of BESS.

7.1.3 In addition to ensuring compliance of the applicable codes, the BESSD shall install Main & Check meters at the Delivery Point for Discharging, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.1.4 In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in Article 7.1.3.

7.2 Reporting of Metered Data and Parameters

7.2.1 Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the SLDC, SECI and the concerned Ministry or concerned agency as per applicable regulation / directions.

7.2.2 Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to SECI / Ministry of New and Renewable Energy/ GRID-INDIA/ or authorized agency of SECI/ MNRE through SECI for entire Term of the PPA.

ARTICLE 8: INSURANCES

8.1 ***Insurance***

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

8.2 ***Application of Insurance Proceeds***

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

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

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, SECI shall have claim on such proceeds of such Insurance limited to outstanding dues of SECI against the Buying Entity(ies) as per PSA entered into and any other dues of the Buying Entity(ies) against BESSD.

8.3 ***Effect on liability of SECI***

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the BESSD can claim compensation, under any Insurance shall not be charged to or payable by SECI/ Buying Entity(ies). It is for the BESSD to ensure that appropriate insurance coverage is taken for

payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 Subsequent to commissioning and commencement of power supply from the BESS by the BESSD on the terms contained in this Agreement, the BESSD shall be entitled to receive the Tariff of INR_____/kWh [Insert the Tariff discovered through the bidding process conducted by SECI], fixed for the entire Term of this Agreement.

9.2 In case of early part/full commissioning of the project, till SCD, the BESSD will be free to sell the electricity generated from the BESS, to any entity other than the SECI/ Buying Entity(ies), only after giving the first right of refusal to the SECI/Buying Entity(ies) by giving 15 days advance notice to both SECI and Buying Entity. SECI/Buying Entity shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commissioning of the Project, beyond which it would be considered as deemed refusal. Provided that in case both the Buying Entity and SECI give their acceptance to procure electricity generated from the BESS, the Buying Entity will be accorded priority in availing such energy. In case the designated Buying Entity does not give its acceptance, then SECI can use such power/ energy directly or designate another potential buyer/entity to use such power/ energy. In case SECI/Buying Entity agree to use the energy from the BESS from a date prior to the SCD, such power/ energy shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy generated from the BESS prior to SCD, which is not procured by SECI and/or the Buying Entity(ies) pursuant to the first right of refusal mechanism shall not be at the cost of SECI.

9.3 Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at the Applicable Tariff (as per Article 9.1), and provided the Buying Entity consents for purchase of such excess generation.

ARTICLE 10: BILLING AND PAYMENT

10.1 ***General***

10.1.1 Pursuant to Article 4.1.1 (o), SECI shall set up a payment security fund in order to ensure timely payment, which shall be suitable to support payment of at least 3 (three) months' billing.

10.1.2 From the commencement of supply of energy from the BESS, SECI shall pay to the BESSD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by SECI shall be in Indian Rupees.

10.1.3 For the purpose of payment of the bills raised by the BESSD(s), in case Energy Account is published on cumulative basis, payment to the BESSD(s) for the energy delivered shall be determined as per the segregation of the energy account provided by all the BESSDs as per their respective schedules (to be provided in the form of annexure that will be attested by all the BESSDs).

10.1.4 Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost. Further, the BESSD shall be required to make arrangements and payments for import of energy and other charges (if any) required for supply/ offer of the Contracted Capacity under this Agreement as per the applicable regulations.

10.1.5 The parties acknowledge and accept that the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 [hereinafter referred to as **'Rules'**] as notified vide G.S.R 416(E) on 03.06.2022 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 including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security Mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. In case of any inconsistency in the Guidelines and/or the provisions of this Agreement, with the provisions of the above Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 will supersede and be applicable and govern the terms

and conditions of this Agreement. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back-to-back basis to the PSA. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this PPA and the PSA which are inconsistent or contrary to the provisions of the Rules.

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

10.2.1 The BESSD shall issue to SECI hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payments made by BESSD for drawal of power, payment of reactive energy charges, Metering Charges or any other charges as per guidelines of SERC/ CERC, if applicable.

10.2.2 BESSD may raise Monthly bill based on the provisional REA published at RPC of the Buying Entity, the final adjustments in bill, if any, may be done on the basis of the final REA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff. The Monthly Bill shall also include Taxes, duties Levies etc., as applicable and Change in Law (in case of adjustment in tariff, if any) as applicable.

10.2.3 As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to obtaining open access and scheduling of power, if any, up to the Delivery Point(s), shall be borne by the BESSD.

10.3 ***Payment of Monthly Bills***

10.3.1 Subject to the provisions of Article 10.3.4, SECI shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the “BESSD’s Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by SECI to the BESSD, and notify SECI of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. SECI shall also designate a bank account at New Delhi ("SECI Designated Account") for payments to be made by the BESSD to SECI, if any, and notify the BESSD of the details of

such account ninety (90) Days before the Scheduled Commissioning Date. SECI and the BESSD shall instruct their respective bankers to make all payments under this Agreement to the BESSD's Designated Account or SECI's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day

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

i) deductions required by the Law; and

ii) shortfall in meeting the min. availability requirement; and

iii) amount claimed by SECI, if any, from the BESSD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, the interest applicable will be same as rate of Late Payment surcharge will be applicable on day to day basis.

10.3.3 **Late Payment Surcharge**

In the event of delay in payment of a Monthly Bill by SECI beyond the Due Date, a Late Payment Surcharge shall be payable by SECI to the BESSD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "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 (500 bps) 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.

The Late Payment Surcharge shall be claimed by the BESSD through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) 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.

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.

The above payment will be made by SECI subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity.

10.3.4 Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI, the payment for the energy injected into the grid may be accounted from the date of UCOD, and BESSD would be allowed to raise Bills against such power as per Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1st such bill raised by the BESSD, will be made subject to acceptance of the bill by the Buying Entity.

10.3.5 **Rebate**

For payment of any Bill including Supplementary Bill on or before Due Date, the following Rebate shall be paid by the BESSD to SECI in the following manner:

a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.
b) Any payments made after 10 Days up to and including the 30th Day from the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %.
c) No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of monthly tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc.

For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at SECI.

10.4 **Payment Security Mechanism**

Letter of Credit (LC):

10.4.1 SECI shall provide to the BESSD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.

10.4.2 Subject to Article 10.4.1, before the start of supply, SECI shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

i) for the first Contract Year, equal to 110% of the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year.

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

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, SECI shall restore such shortfall before next drawl.

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

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

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

10.4.8 If SECI fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;

ii) a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.5 Disputed Bill

10.5.1 If SECI does not dispute a Monthly Bill or a Supplementary Bill raised by the BESSD within thirty (30) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, whichever is higher, and it shall within thirty (30) days of receiving such Bill, issue a notice

(the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.5.3 If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the BESSD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

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

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

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

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

10.5.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

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

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

10.7 *Payment of Supplementary Bill*

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

i) Adjustments required by the Energy Accounts (if applicable); or

ii) Change in Law (other than adjustment in tariff) as provided in Article 12, or

iii) Payment under Article 4.10.

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

10.7.2 SECI shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, except for open access charges, RLDC or scheduling charges and transmission charges (if

applicable). Except for payment under Article 10.7.1 (i), payment of Supplementary Bills will be made after realization of the same from the Buying Entity under the PSA. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

ARTICLE 11: FORCE MAJEURE

11.1 *Definition of Force Majeure*

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, occurring after the commissioning of the Project, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

An Affected Party means SECI or the BESSD whose performance has been affected by an event of Force Majeure.

11.2 *Force Majeure Events*

a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;

b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

e) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industrywide strikes and labour disturbances,

having a nationwide impact in India, if and only if it is declared / notified by the competent state / central authority / agency (as applicable)

f) Nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under this PPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties

g) An event of Force Majeure identified under SECI-Buying Entity(ies) PSA, thereby affecting delivery / offtake of power / Contracted Capacity from BESSD to Buying Entity(ies).

h) any event or circumstances having impact analogous to that on account of any of the events as specified under Article 11.2.(a), 11.2.(b), 11.2.(c), 11.2.(d), 11.2.(e), 11.2.(f), and 11.2.(g).

11.3 ***Force Majeure Exclusions***

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

a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/ BESS;

b. Delay in the performance of any contractor, sub-contractor or their agents;

c. Non-performance resulting from normal wear and tear typically experienced in power generation / BESS materials and equipment;

d. Strikes at the facilities of the Affected Party;

e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f. Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;

ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement.

11.4 ***Notification of Force Majeure Event***

11.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (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 an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.

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

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

11.5 ***Performance Excused***

11.5.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any

extended period as mutually agreed, either Party has the right to terminate the PPA.

11.5.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be. The Term of this Agreement will be suitably extended upon extension of term of PSA. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

11.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.5.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

11.6 ***No Liability for Other Losses***

Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.7 ***Resumption of Performance***

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.8 ***Duty to Perform and Duty to Mitigate***

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9 ***Available Relief for a Force Majeure Event***

Subject to this Article 11:

(a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

(b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;

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

(d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

11.10 ***Available Relief & Termination Due to Force Majeure Event***

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.

b) In case of occurrence of an event which is not a Force Majeure as per provision of this Agreement, but causes some hardship in development of the Project, which may or may not be recognized by the Government of India and for which the Government of India has or hasn't granted any extension of time or any other relief; such event, even if sustained beyond 180 days shall not be considered as a reason for termination of PPA under this Article.

c) Without prejudice to the provisions of Article 11.10.(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.

d) On termination of the PPA pursuant to Article 11.10.(b):

   i. In case of termination on account of event listed as Force Majeure as under Article 11.2 (a), (b), (c) and (d), no Termination Compensation shall be payable to the BESSD.

   ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Article 11.2 (e) and (f) above, the Procurer will have the option to (but will not be obliged to) take- over the Project Assets by paying Debt Due. In case the Procurer chooses not to exercise the aforementioned option, and the same is not agreed to by the BESSD, it will result in a dispute as per the PPA and will be resolved as per the Dispute Resolution mechanism under the PPA.

   iii. the BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this Project only after ____ [Enter the last date of bid submission], which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes:

(i) change in interpretation of any law by a competent court; or

(ii) the enactment of any new law; or

(iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or; or

(iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.

However, Change in Law/ Regulation shall not include

(i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or

(ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

(iii) Any event occurring after the SCD/extended SCD, which would not have affected the Project had the Project been commissioned before the SCD/extended SCD.

12.1.2 In the event of occurrence of any of events as provided under Article 12.1.1 which results in any adverse financial loss/ gain to the BESSD/Procurer then, in order to ensure that the BESSD/Procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the BESSD/ Procurer shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

12.1.3 Not used.

12.2 Relief for Change in Law

12.2.1 In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be as per the formula / provisions as stipulated in Schedule-A and shall be effective from date of commissioning of the Project. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.2 In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.3 For the purpose of Article 12.1.2 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within 30 days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

12.2.4 Within 30 days of coming into effect of such relief of Change in Law, the BESSD shall approach the Appropriate Commission for Truing up of the calculations on account of the above Change in Law events, failing which further payment will be discontinued and SECI shall make such deductions in the monthly tariff payments on immediate basis. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done immediately.

The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents as required above.

12.2.5 Further, in case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.

12.2.6 In case Change in Law results in delay in commissioning of the Project, where cause and effect between these two can be clearly established, the SECI under intimation to the Buying Entities may provide suitable time-extension in Financial Closure, Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.

12.2.7 If the event of any decrease in the project cost by the BESSD or any income to the BESSD on account of any of the events as indicated above, BESSD, as per methodology / formula specified in Schedule-A, shall pass on the benefit of such reduction to SECI which shall be further passed on to the Buying Entity. In the event of the BESSD failing to comply with the aforementioned requirement, SECI shall make such deductions in the monthly tariff payments on immediate basis.

12.2.8 After the adjustment of the amount of the impact in the tariff, the BESSD, shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment to the affected party is not more than the yearly annuity amount.

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

(a) within a period of one-hundred eighty months; or

(b) in case of recurring impact, until the impact persists

12.3 Notification of Change in Law

12.3.1 In case any increase or decrease in the Project Cost occurs due to Change in Law affecting the Tariff payable under this Agreement, in accordance with Article 12, the BESSD shall serve notice to SECI and Buying Entity(ies) of such Change in Law for giving a three weeks prior notice about the proposed impact in tariff, positive or negative, to be recovered. BESSD, within thirty days of the occurrence of the change in law or on the expiry of three weeks from the date of the aforementioned notice referred whichever is later, shall furnish SECI and Buying

Entity(ies), the computation of impact in tariff or charges to be adjusted and recovered. Such recovery and adjustment of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

12.3.2 Any notice service pursuant to this Article 12, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost and computation of change in Tariff which shall be supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 *BESSD Event of Default*

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by SECI or Buying Entity(ies) of its obligations under this Agreement, shall constitute an BESSD Event of Default:

(i) the failure to commence supply of energy from BESS to SECI up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to demonstrate guaranteed availability of such energy storage capacity to SECI within six months from the identification of reduced annual availability during the term of this Agreement, or

if

a) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

b) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

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

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

(iii) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from SECI in this regard; or

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

(v) change in shareholding of the BESSD before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD;

(vii) concealment of material information or making a wrong statement or misrepresentation of facts etc. as per Clause 28.3 and 28.4 of the RfS;

(viii) Revoking of connectivity of the BESSD on account of non-compliance by the BESSD.

13.2 *SECI Event of Default*

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

(i) SECI fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Letter of Credit,

(ii) SECI repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or

(iii) except where due to any BESSD's failure to comply with its obligations, SECI is in material breach of any of its obligations

pursuant to this Agreement, and such material breach is not rectified by SECI within sixty (60) days of receipt of notice in this regard from the BESSD to SECI; or

(iv) if

- SECI becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or

- any winding up or bankruptcy or insolvency order is passed against
  SECI, or

- SECI goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a SECI Event of Default, where such dissolution or liquidation of Buyer or SECI is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to SECI and expressly assumes all obligations of SECI and is in a position to perform them; or;

(v) If Buying Entities are subject to any of the above defaults and SECI does not designate another or other Buying Entities for purchase of power.

(vi) Occurrence of any other event which is specified in this Agreement to be a material breach or default of SECI.

13.3 *Procedure for cases of BESSD Event of Default*

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

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

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

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

13.3.5 Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to SECI, liquidated damages, as provided in Article 4.6 of the PPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA. For other cases, the BESSD shall be liable pay to SECI, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. SECI shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity and SECI, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period, and if the Buying Entity desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the Buying Entity and the

lender. In case the Buying Entity chooses not to exercise the above option, or the Buying Entity and the lender are unable to come to an agreement, the lenders may liquidate the Project assets and recover their dues, as the last resort. Provided that any substitution under this Agreement can only be made with the prior consent of SECI including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by SECI and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with the Buying Entity and SECI, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The BESSD shall cooperate with SECI to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project+ applicable GST per transaction as facilitation fee (non-refundable) shall be deposited by the BESSD to SECI.

13.3.7 In the event of termination of PPA/PSA, on account of Event of Default by the BESSD, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by BESSD.

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

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

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

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

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or SECI Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI under intimation to the Buying Entity and the BESSD shall, subject to the prior consent of the BESSD, novate its part of the PPA to any third party, including its Affiliates, within the stipulated period. In this case, SECI shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance Term of the PPA, whichever is less, for its Contracted Capacity, with the Project assets being retained by the BESSD, and exit from the PPA. In the event the aforesaid novation is not acceptable to the BESSD, or if no offer of novation is made by SECI within the stipulated period, then the BESSD may terminate the PPA and choose to either continue operating the Project by itself finding an alternate procurer or to discontinue the operation of the Project. If the BESSD chooses to continue operating the project, SECI will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance Term of the PPA, whichever is less, for its Contracted Capacity. In case SECI's Event of Default is triggered by a default on the part of the Buying Entity, the above amount will be recovered by SECI from the Buying Entity.

If the BESSD decides to discontinue the operation of the Project, it may require SECI to make a payment of the 'termination compensation' which will be equivalent to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any.

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

In the event of termination of PPA/PSA, on account of Event of Default by the SECI/Buying Entity, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the SECI/ Buying Entity.

13.5 ***Termination due to Force Majeure***

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

13.6 In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable compensation within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 *Indemnity*

14.1.1 The BESSD shall indemnify, defend and hold SECI harmless against:

a) any and all third party claims against SECI for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the BESSD of any of its obligations under this Agreement or due to the BESSD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and

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

14.1.2 SECI shall cause the Buying Entity(ies) to indemnify, defend and hold the BESSD harmless against:

a) any and all third party claims against the BESSD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Buying Entity(ies) of any of their obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the BESSD from third party claims arising by reason of a breach by Buying Entity(ies) of any of its obligations. SECI shall incorporate appropriate covenants in the PSA for the above obligations of Buying Entity(ies). In so far as indemnity to BESSD is concerned, Buying Entity(ies) shall be the indemnifying party and not SECI.

14.2 Procedure for claiming Indemnity

14.2.1 ***Third party claims***

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified

Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

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

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

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

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

14.3 ***Indemnifiable Losses***

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

14.4 ***Limitation on Liability***

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

14.4.2 SECI shall have no recourse against any officer, director or shareholder of the BESSD or any Affiliate of the BESSD or any of its officers, directors or shareholders for such claims excluded under this Article. The BESSD shall have no recourse against any officer, director or shareholder of Buyer or Buying Entity(ies) , or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 SECI's Liability

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the SECI is an Intermediary Company to purchase and resell the electricity from the BESS to the Buying Entity(ies) to enable them to fulfill the Renewable Consumption Obligations (RCO)/ Energy Storage Obligations (ESO) and power demand and, therefore, the performance of the obligations of the SECI under this Agreement shall be subject to the ability of the SECI to enforce the corresponding obligations assumed by the Buying Entity(ies) on re-sale under the Power Sale Agreement to be entered into by the Buying Entity(ies) with SECI. It is however, specifically agreed that the payment of money becoming due from the SECI to the BESSD under this Agreement for supply of Energy from the BESS to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per:

(i) the recourse under the Payment Security Mechanism provided in the PPA and PSA, as follows:

(a) Letter of Credit;

(b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable

(c) Payment Security Fund provided by the Buying Entity;

(d) Corporate Guarantee (if applicable);

(e) Off-take Guarantee (if applicable)

(ii) Payment security fund as referred in Article 10.1.1 of the PPA. SECI shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.5.2 The parties agree that in respect of the obligations other than the tariff payment obligation specifically mentioned herein above, in the event the BESSD has any claim against the SECI in regard to the performance of any obligation of the SECI under this Agreement or enforcement of any right of the BESSD against the SECI under this Agreement, the same shall be subject to the ability of the SECI to enforce the corresponding obligations assumed by the Buying Entity(ies) under the PSA to be entered into between the SECI and the Buying Entity(ies) for resale on mutatis mutandis basis and not otherwise.

14.6 Duty to Mitigate

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

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 ***Assignments***

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

Provided that, SECI shall permit assignment of any of BESSD's rights and obligations under this Agreement in favour of the lenders to the BESSD, if required under the Financing Agreements.

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

The enforcement of the rights and obligation between the BESSD and the Buying Entity (ies) provided in this Agreement and in the PSA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh per Project + applicable GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to SECI.

Provided further that, such consent shall not be withheld by the BESSD if SECI seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project + applicable GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to SECI.

15.2 ***Permitted Charges***

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

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 *Governing Law*

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

16.2 *Amicable Settlement and Dispute Resolution*

16.2.1 ***Amicable Settlement***

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

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(i) if the other Party does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 *Dispute Resolution*

16.3.1 Dispute Resolution by the Appropriate Commission

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

ii) SECI shall be entitled to co-opt the Buying Entity(ies) and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4 *Parties to Perform Obligations*

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 *Amendment*

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

17.2 *Third Party Beneficiaries*

17.2.1 Subject to provisions contained in this agreement relating to back to back implications of the PPA as well as PSA, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 *Waiver*

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

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

17.4 *Confidentiality*

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

a) to their professional advisors;
b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
c) disclosures required under Law, without the prior written consent of the other Party.

17.5 ***Severability***

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

17.6 ***Notices***

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

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

Address :

Attention :

Email :

Telephone No. :

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

(i) Address :

Attention

Email :

Telephone No. :

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

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

17.7 *Language*

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

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

17.8 *Restriction of Shareholders / Owners' Liability*

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

17.9 *Taxes and Duties*

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

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

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

17.10 ***Independent Entity***

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

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

17.11 ***Compliance with Law***

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

17.12 The duly executed Power Sale Agreement (PSA) between SECI and Buying Entity(s) as attached to this Agreement shall be read along with this Agreement as a composite back-to-back agreement for supply of energy to the Buying Entity(s), particularly, to fulfill the Renewable Consumption Obligation/ Energy Storage Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

17.13 ***Preservation of Remedies in case of Breach of Obligations***

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

17.14 ***Order of priority in application***

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

i. applicable Law, rules and regulations framed thereunder;

ii. the Grid Code; and

iii. the terms and conditions of this Agreement;

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

For and on behalf of [SECI]	For and on behalf of [BESSD]
Name, Designation and Address Signature with seal	Name, Designation and Address Signature with seal
Witness: 1. 2.	Witness: 1. 2.

Schedule-A:

FORMULA FOR DETERMINATION OF IMPACT IN TARIFF OR CHARGES DUE TO CHANGE IN LAW:

Formula to calculate adjustment in the tariff due to the impact of Change in Law, which is non-recurring in nature—

Let financial impact of change in law = **P;** then the modification in the monthly tariff **(MT)** for compensating the financial impact is given by—

$$\mathbf{MT} = \frac{\mathbf{Y}}{\mathbf{X}}$$

where **X** = Contracted Capacity (MW) / (Average Availability during the Month^{-1});

and $\mathbf{Y} = \frac{(\mathbf{P}\times\mathbf{M_r})(\mathbf{1}+\mathbf{M_r})^{\mathbf{n}}}{(\mathbf{1}+\mathbf{M_r})^{\mathbf{n}}-\mathbf{1}}$;

where,—

n = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and Mr= monthly rate of interest = $\frac{\mathbf{R}}{\mathbf{12}\times\mathbf{100}}$;

where **R** = annual rate of interest on loan component (in %) as considered by the Central Electricity Regulatory Commission in its Order for Tariff determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the project is commissioned. In absence of relevant Orders of the Central Electricity Regulatory Commission 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, of one year tenor, prevalent during the last available six months for such period.

Further, the BESSD shall true up the MT annually so as to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/MW, it shall be modified as Rs. 0.146/MW.

SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER INSTRUMENT (POI)/ INSURANCE SURETY BOND (ISB)

Format for PBG/ POI/ ISB shall be in line with the Format-7.3D/ 7.3E/ 7.F of the RfS.

SCHEDULE 2:

ILLUSTRATIONS

(Please refer Article 4.4 of this Agreement)

1. System Availability

Under a PPA between an off-taker 'X' and BESSD 'Y' for a capacity 'C', the Schedule and Actual Injection into the Grid from the Project, as per the DSM/ UI Reports published by the Regional RPC for a Sample day is shown below:

Date	Block	Injection (into Grid) MUs (Discharging) (Y)	Scheduled MUs (Z)	Time-block Availability, (TA) = (Yi/Zi)
01-May-27	1	0	0	NA
01-May-27	2	0	0	NA
01-May-27	3	0	0	NA
01-May-27	4	0	0	NA
01-May-27	5	0	0	NA
01-May-27	6	0	0	NA
01-May-27	7	0	0	NA
01-May-27	8	0	0	NA
01-May-27	9	0	0	NA
01-May-27	10	0	0	NA
01-May-27	11	0	0	NA
01-May-27	12	0	0	NA
01-May-27	13	0	0	NA
01-May-27	14	0	0	NA
01-May-27	15	0	0	NA
01-May-27	16	0	0	NA
01-May-27	17	0	0	NA
01-May-27	18	0	0	NA
01-May-27	19	0	0	NA
01-May-27	20	0	0	NA
01-May-27	21	0	0	NA
01-May-27	22	0	0	NA
01-May-27	23	0	0	NA
01-May-27	24	0	0	NA
01-May-27	25	0	0	NA
01-May-27	26	0	0	NA
01-May-27	27	0	0	NA
01-May-27	28	0	0	NA
01-May-27	29	0	0	NA
01-May-27	30	0	0	NA
01-May-27	31	0	0	NA
01-May-27	32	0	0	NA
01-May-27	33	0	0	NA
01-May-27	34	0	0	NA
01-May-27	35	0	0	NA
01-May-27	36	0	0	NA

01-May-27	37	0	0	NA
01-May-27	38	0	0	NA
01-May-27	39	0	0	NA
01-May-27	40	0	0	NA
01-May-27	41	0	0	NA
01-May-27	42	0	0	NA
01-May-27	43	0	0	NA
01-May-27	44	0	0	NA
01-May-27	45	0	0	NA
01-May-27	46	0	0	NA
01-May-27	47	0	0	NA
01-May-27	48	0	0	NA
01-May-27	49	0	0	NA
01-May-27	50	0	0	NA
01-May-27	51	0	0	NA
01-May-27	52	0	0	NA
01-May-27	53	0	0	NA
01-May-27	54	0	0	NA
01-May-27	55	0	0	NA
01-May-27	56	0	0	NA
01-May-27	57	0	0	NA
01-May-27	58	0	0	NA
01-May-27	59	0	0	NA
01-May-27	60	0	0	NA
01-May-27	61	0	0	NA
01-May-27	62	0	0	NA
01-May-27	63	0	0	NA
01-May-27	64	0	0	NA
01-May-27	65	0	0	NA
01-May-27	66	0	0	NA
01-May-27	67	0	0	NA
01-May-27	68	0	0	NA
01-May-27	69	0	0	NA
01-May-27	70	0	0	NA
01-May-27	71	0	0	NA
01-May-27	72	0	0	NA
01-May-27	73	0.150	0.150	1.00
01-May-27	74	0.150	0.150	1.00
01-May-27	75	0.120	0.150	0.80
01-May-27	76	0.150	0.150	1.00
01-May-27	77	0	0	NA
01-May-27	78	0	0	NA
01-May-27	79	0	0	NA
01-May-27	80	0.125	0.150	0.83
01-May-27	81	0.150	0.150	1.00
01-May-27	82	0.150	0.150	1.00
01-May-27	83	0.150	0.150	1.00
01-May-27	84	0.150	0.150	1.00
01-May-27	85	0.130	0.150	0.87
01-May-27	86	0.150	0.150	1.00

01-May-27	87	0.150	0.150	1.00
01-May-27	88	0	0	NA
01-May-27	89	0	0	NA
01-May-27	90	0	0	NA
01-May-27	91	0.150	0.150	1.00
01-May-27	92	0.123	0.150	0.82
01-May-27	93	0.150	0.150	1.00
01-May-27	94	0.150	0.150	1.00
01-May-27	95	0	0	NA
01-May-27	96	0	0	NA
Total		**2.298**	**2.400**	

i is the i^{th} Timeblock in the day.

The System Availability for the day is calculated as the mean of **Column TA**, for all time-blocks where **Column Z is not zero**.

From the above table, Day's System Availability = 0.9575

Similarly, the System availability shall be calculated for 2880 time-blocks (96*30) in a month (e.g. for June month), excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

i. Total Contracted Capacity = 300 MW/ 1200 MWh, **C**
ii. Quoted tariff = Rs. 5.5/kWh, **D**
iii. Monthly system availability (as per procedure above) is calculated to be 0.83, **B**
iv. n = 30

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 8.2:

Liquidated damages = (A – B) x C x D x n x 2

= (0.85-0.83) x 1200 x 1000 x 5.5 x 30 x 2

= Rs. 79.2 lakhs

SCHEDULE 3: COMMISSIONING PROCEDURE

SCHEDULE 4: POWER SALE AGREEMENT (PSA)