

POWER PURCHASE AGREEMENT (PPA) BETWEEN

_____ (SELLER/SUPPLIER) AND

SOLAR ENERGY CORPORATION OF INDIA LIMITED

This agreement for Purchase of Power (the PPA) is executed on _____

1. PARTIES:

M/s _____ (CIN- _____), a company registered and existing under Companies Act 1956 or Companies Act 2013 with its registered office _____ hereinafter referred to as the "**Seller**" or "**Supplier**" which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its legal representatives, successors and permitted assigns), as the party of the **FIRST PART**.

And

Solar Energy Corporation of India Limited (CIN - _____), a company incorporated under the Companies Act 2013, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as "SECI" or "Procurer" or "Buyer" or "Intermediary Procurer" 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 **Buyer** and the **Seller/Supplier** are hereinafter collectively referred to as parties and individually as **Party**)

Whereas:

- i. The Ministry of Power, Government of India, has issued the "Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process" vide Gazette Resolution No. 23/25/2011-R&R (Vol-III) dated 30.03.2016, including subsequent amendments and clarifications thereof, if any, issued until ____ [Enter the last date of bid submission of the RfP].
- ii. SECI had initiated a Tariff Based Competitive Bid Process for procurement of 80 MW Power on short term basis on the terms and conditions contained in the Request for Proposal document (hereinafter referred to as 'RfP') issued by SECI vide RfP No. _____ .dated _____ including its subsequent amendments and clarifications.
- iii. SECI has issued the Letter of Award (LoA) vide No. _____ dated _____ in favour of the _____ [Insert the name of Bidding Company] for supply of the MW Power on short term basis as per the terms and

conditions contained in the RfP, and draft of this Power Purchase Agreement including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Award.

- iv. SECI has agreed to purchase the Power from the Seller as an Intermediary Procurer and sell it to Buying Entity, i.e. Tripura State Electricity Corporation Limited (TSECL) on back-to-back basis as per the provisions of the RfP. Accordingly, SECI has agreed to sign/has signed a Power Sale Agreement (PSA) with the Buying Entity/TSECL to sell such power as per the provisions of the RfP and this Agreement (PPA).
- v. In terms of the RfS and the Bidding Documents, the Seller has furnished the Contract Performance Guarantee for the sum of INR _____ in favour of SECI as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this Agreement.
- vi. The Seller has fulfilled the terms of the bidding and the terms of the Letter of Award for signing this Power Purchase Agreement as a definitive agreement for sell of MW Power on short term basis to SECI, to enable SECI to make available such Power to the Buying Entity/TSECL, as SECI may consider appropriate, under a Power Sale Agreement (PSA) and on a back-to-back basis to the Power Purchase Agreement (PPA) to be entered into with the Seller.
- vii. SECI has signed the Power Sale Agreement (PSA) with the Tripura State Electricity Corporation Limited (TSECL) namely _____.
- viii. The Parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfP, the bidding documents and the Letter of Award in regard to the terms and conditions for supply of electricity/power by the Seller to SECI for onward supply to the Buying Entity/TSECL.

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:

2. Definitions & Interpretations: -

Definitions:

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“**Act**” or “**Electricity Act, 2003**” shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

“**Agreement**” or “**Power Purchase Agreement**” or “**PPA**” means this Agreement for Purchase of power with all its Annexures, Schedules and as amended from time to time by mutual consent of the Parties, in writing.

“Applicable Law” means all applicable laws, bye-laws, state laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or other requirements or official directive of any Indian Court of competent authority, or of any competent governmental authority, or of any person acting under the authority of any court of competent authority or of any competent governmental authority, that are effective and in force during the subsistence of this Agreement and are applicable to this Agreement.

“Appropriate Commission” shall mean Tripura State Electricity Regulatory Commission.

“Buying Entity” or **“Buying Utility”** shall mean an End Procurer as defined in the RfP who has agreed to purchase the Power from SECI and has signed/will sign the Power Sale Agreement (PSA) with SECI. It is clarified that all obligations of SECI under this Agreement shall be deemed to be the obligations of Buying Entities with which SECI has signed/will sign Power Sale Agreement.

“Confidential Information” means any information that either party may from time to time provide (or have supplied or disclosed on their behalf) to the other party under or relating to this agreement including all information relating to its business affairs or its related bodies corporate, whether orally or in a written, physical or visual form, regarding the products, activities, including (without limitation) data, plans, photographs, drawings, designs, strains, specifications, product sample, formulae, compositions, inventions, discoveries, processes, know-how, development or manufacturing techniques, product dossier, reports, studies, consultants reports, trade secrets, proforma and other financial and trade / commercial information, contracts and client database, computer models and programs, contracts, plant designs and configurations, tactical scientific, statistical, commercial or technical information of any kind whether in existence at the date hereof or hereafter to come into existence including any copies, reproductions, duplicates or notes in any form whatsoever. Confidential Information also includes product information, notes, calculation, conclusions, summary, computer database, computer modelling or other material derived or produced partly or wholly from Confidential Information.

“CERC” means the Central Electricity Regulatory Commission, as defined in the Electricity Act, 2003, or its successors.

“Contracted Capacity” shall have the meaning ascribed to it in Article 5 hereof;

“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.

“Drawl Point”, shall mean the point at the interconnection of transmission system or installation of the ‘user’ with specified network for the purpose of drawing electricity and it shall be consumer Bus/ point of interconnection with state grid.

“Force Majeure” or **“Force Majeure Event”** shall have the meaning ascribed to it in Article 15.

“**Grid**” shall mean as per the definition contained in the Act.

“**Grid Code**” or “**Indian Electricity Grid Code**” or “**IEGC**” or “**State Grid Code**” shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as 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.

“**Intermediary Agency**” or “**Intermediary Nodal Agency**” or “**Intermediary Procurer**” shall mean Solar Energy Corporation of India Limited (SECI).

“**ISTS**” shall mean the Inter-State Transmission System.

“**InSTS**” shall mean the Intra-State Transmission System.

“**Open Access**” means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any LICENSEE or GENERATOR or CONSUMERS, or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission.

“**Power Sale Agreement**” or “**PSA**” shall mean the power sale agreement entered between the Buying Entity and SECI (Buyer-Buying Entity PSA) for onward sale of power being procured under this Agreement and forms Schedule-A of this Agreement;

“**RLDC**” means the center established under sub section (1) of Section 27 in the Electricity Act, 2003.

“**Scheduled Capacity**” shall mean the capacity approved by the nodal agency (RLDC/SLDC), on a monthly basis.

“**SLDC**” shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point 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.

“**Units**” or “**kwh**” means Kilo Watt Hours.

“**Year**” means a period of twelve (12) months.

3. Interpretation

In this Agreement, unless the context requires otherwise:

- i. References to a Person (or to a word importing a Person) shall be construed so as to include that Person’s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement and references to a Person’s

representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.

- ii. A reference to a Law shall be construed as including all Law consolidating, amending, modifying, supplementing or replacing the Law referred to. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like (including, this Agreement) shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document.
- iii. The singular of any defined term includes the plural and vice versa and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iv. The terms include and including shall be deemed to be followed by the words 'without limitation', whether or not so followed.
- v. Article headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

4. Effective Date

This Agreement shall be effective from April 2026 to 30th June 2026

5. Contracted Capacity and Applicable Tariff

Subsequent to commencement of power supply by the Seller on the terms contained in this Agreement, the Seller 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. The details of the Power to be supplied by the (Insert Name of the Seller) are as follows:

Period of Power Supply	Duration	Quantum of Power (MW)	Applicable Tariff (INR/kWh)
<u> </u> April 2026 to 30 th June 2026	18:00 Hrs. to 24:00 Hrs.	80	

6. Delivery Point

The Delivery Point shall be the Tripura State Periphery.

7. Transmission Charges and Losses

- i. All the open access charges, transmission withdrawal charges (T-GNA), ISTS losses including STU charges & losses, Scheduling Charges, operating charges, Application fee of SLDC beyond delivery point including delivery point shall be borne by Buying Entity/TSECL and the same up to delivery point, if any, shall be borne by Supplier.
- ii. Buying Entity/TSECL will create GNA contract for successful LoA transaction, if capacity available under GNA with Buying Entity/TSECL otherwise successful Seller(s) shall be applying for the short-term open access booking under T-GNA as per the latest open access Regulations/ Guidelines in vogue after consulting with Buying Entity/TSECL. The successful Seller(s) shall be responsible for the delivery of power at State Periphery.
- iii. In case, Seller is a trader then T-GNA shall be booked by trader and Buying Entity/TSECL shall reimburse the T-GNA charges (i.e. CTU transmission charges, application fee and other charges such as RLDC operating charges, STU charges etc., if any up to delivery point and beyond delivery point i.e. up to TSECL periphery) to the trader on submission of bill. The T-GNA charges shall be reimbursed by Buying Entity/TSECL within 03 days of raising the T-GNA charges bill by Seller as approved by RLDC. For the renewable energy scheduled under green T-GNA, the ISTS charges and fees refunded by the NLDC/ RLDCs shall be passed on to the Buying Entity/TSECL timely. The Supplier shall provide reconciliation statement along with NLDC statement for the T-GNA charges payable/ receivable from Buying Entity/TSECL.

- iv. In case Seller is a generator, then TSECL shall book the required T-GNA and the Seller shall reimburse any charges other than CTU transmission charges & application fees charged under T-GNA up to delivery point to TSECL. The aforesaid T-GNA charges shall be reimbursed by the Seller within 03 days of submission of proof of payment of T-GNA charges as per the “Procedure for grant of GNA (T-GNA) to ISTS through NOAR” dated September 2023 issued by Grid Controller of India Limited in compliance to CERC (Connectivity and GNA to ISTS) Regulations, 2022. For the renewable energy scheduled under green T-GNA, the ISTS charges and fees refunded by the NLDC/ RLDCs shall be passed on to the TSECL timely. The Seller shall provide reconciliation state along with NLDC statement for the T-GNA charges payable/ receivable from TSECL.
- v. The party seeking the revision and cancellation as per above procedure shall bear all the financial loss/ payable amount to NOAR. The party seeking approval shall bear all the consequent open access/ T-GNA charges and any other charges, as applicable, for such revision/ cancellation under the open access/ GNA Regulations in force. Revision/cancellation of T-GNA is possible only from 30 days and above.
- vi. The Transmission charges, if any, received back from the RLDC/SLDC due to any kind of refund/waiver, curtailment, congestion, Force Majeure etc. are to be returned to TSECL within one week after receipt of the same from RLDC/SLDC otherwise surcharge shall be applicable as per Article 9.
- vii. In case if the transmission corridor booked on advance reservation basis, is surrendered/ cancelled or caused to be cancelled by any action on the part of the Seller, then all such transmission charges along with the applicable penal charges (if any) will be borne by Seller. In case of downward revision sought by trader/generator, the T-GNA charges refundable shall be deducted from weekly energy bill payable by TSECL. In case the transmission constraint is due to RLDC the same shall be payable by generator/trader after T-GNA refund is received back by RLDC.

8. Scheduling And Dispatch of Power

Scheduling of power shall be as per Indian Electricity Grid Code (IEGC). Buying Entity/TSECL and Seller shall schedule this offered Power in full, except in case of force majeure.

The scheduling and dispatch of power shall be coordinated with the respective RLDC/SLDCs/LDCs/ Concerned DISCOM as per the relevant provision of IEGC and the other decisions of RLDCs/SLDCs/LDCs.

9. Payment of Liquidated Damages (LD) for failure to supply the Instructed Capacity

- i. Buying Entity/TSECL as well as the Seller shall ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.

- ii. In case deviation from Buying Entity/TSECL side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Buying Entity/TSECL shall pay compensation at 20% of Tariff (INR/kWh) for the quantum of shortfall in excess of permitted deviation of 15% to SECI to enable SECI to remit it to Seller, while Buying Entity continuing to pay open access charges as per the contract.
- iii. In case deviation from Seller/Supplier side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Seller shall pay compensation to Procurer at 20% of Tariff (INR/kWh) for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied to SECI to enable SECI to remit it to the Buying Entity and the Seller shall pay for the open access charges to the extent not availed by the Buying Entity/TSECL.
- iv. Compensation will be carried out for each requisition period, and the compensation bill will be generated on monthly basis.
- v. Note: GST is not applicable on the compensation amount as specified in Article 9.ii and Article 9.iii above.

10. Consequences of Sale of Contracted Power to Third Party

- i. In case the Seller/Supplier fails to offer the contracted power as per the Agreement to SECI and sells this power without SECI's consent to any other party, SECI shall be entitled to claim damages from the Seller to remit it to the End Procurer/Buying Entity/TSECL for an amount equal to the higher of:
 - (a) Twice the Tariff as per the PPA for the corresponding contracted power; and
 - (b) The entire sale revenue accrued from Third Parties on account of sale of this contracted power.

These damages shall be in addition to Liquidated Damages as per existing Article of this Agreement, for failure to supply the Instructed Capacity.

- ii. On a complaint to this effect by the Buying Entity/TSECL to the concerned load dispatch center, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term/ long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

11. Open Access

- i. Both Buying Entity/TSECL and Seller shall schedule this power in full except in case of Force Majeure. The scheduling and Dispatch of the power shall be coordinated with respective RLDC(s) as per the relevant provisions of IEGC and framework of ABT and the decisions of the SLDC(s), RLDC(s) and RPCs.

- ii. The Seller shall book T-GNA as per “Procedure for grant of GNA (T-GNA) to ISTS through NOAR” dated September 2023 issued by Grid Controller of India Limited in compliance to CERC (Connectivity and GNA to ISTS) Regulations, 2022.
- iii. Application for Open Access shall be made by Seller on behalf of TSECL. Timely application shall be made to ensure supply of contracted capacity at Delivery Point.
- iv. Any consequences towards delay in application shall be to the account of Seller. TSECL shall have the right to surrender/cancel Open Access at any time due to any unforeseen circumstances. Seller shall have to respond immediately on request from TSECL and arrange to surrender/cancel Open Access.
- v. Final Energy accounting will be as per the monthly REA issued by the concerned RLDC/RPC/SLDC. Reduction of supply/off take of power shall be uniform for all hours of the day.
- vi. In case of reduction or cancellation of open access schedule the defaulting party will bear all open access charges thereof in accordance of procedure for scheduling of bilateral transaction by PGCIL dated 28.01.2008 and subsequent amendments from time to time.

12. Energy Accounting

The accounting of energy shall be carried out by SECI on the basis of implemented Schedule/Final revision by concerned RLDC/SLDC subject to final reconciliation on the basis of Energy Account issued by concerned Regional Power Committee/State Power Committee at the end of the month. SECI shall validate the accounting and pay for that power to the seller which shall be received by them at Delivery Point.

13. Billing Cycle

For the supply of power by Seller during a calendar month, Seller shall raise weekly bills on provisional schedule issued by SLDC/RLDC(s). For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs. of the 1st, 9th, 16th and 24th Day of the month to 24:00 hrs. of 8th, 15th, 23rd and last day of the month respectively. After receipt of REA of concerned RPC/ Accounting Statement of SLDC, final bill shall be raised for necessary adjustments.

13. Payments

i. Energy Bill:

SECI shall make payment to Seller’s bank account within 7 days of receipt of the bill (excluding the day on which bill is received). In case due date falls to be on Sundays/ Bank holidays then the next working day would be treated as due date.

ii. Open Access Bill /Compensation bill:

The due date for the payment of bill is 3 days from the issue of bill (excluding the day on which the bill is received). No rebate is applicable on open access/T-GNA bills and Compensation Bills (with GST if applicable)

iii. Surcharge on delayed payment:

A surcharge of 1.25% (One Point Two Five Percent) per month shall be applied on all Payments outstanding beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay. Any surcharge, if becomes applicable on any previous bill of SECI, the same shall be mentioned separately in the next energy bill being raised on SECI. Any disputes raised by the Buying Entity/TSECL/SECI on the energy bills shall not be treated as outstanding.

iv. Rebate:

A rebate of 2% shall be applicable on energy bills, if the payment is made within the Due date. No rebate shall be applicable on T-GNA/OA and Compensation bills.

14. Payment security Mechanism

The SECI shall provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the Tariff indicated in LoA. LC shall be opened prior to commencement of supply of Power. The LC shall be operated only in case SECI fails to make payment after a period of 30 days from the bill due date.

15. Force Majeure

A force majeure event shall mean any event or circumstance or combination of event or circumstances that adversely affects, prevents or delays any party in the performance of its obligation in the terms of this agreement, but only if and to the extent that such event or circumstances are beyond the reasonable control of the affected party, and such events or circumstances could not have been prevented through employment of prudent utility practices.

Neither party shall be in breach of its obligation pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to a force majeure event and without in any way prejudicing the obligation of either party to make payments of the amounts accrued due prior to the occurrence of the event of force majeure, which shall be payable on the original due date. The nonperforming party shall notify the other party immediately within 7 days of the occurrence of Force Majeure.

Force Majeure events shall mean the occurrence of any of the following events:

- Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone,

earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

- The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- SECI shall return the CPG in case of non-availability of transmission corridor during the contract period.

Above shall be treated as Force Majeure without any liability on either side.

16. Arbitration And Governing Law

Any dispute, difference or disagreement between the parties arising under or in relation to this agreement, including (but not limited to) any dispute, difference or disagreement as to the meaning of the terms of this contract or any failure to agree on any matter required to be agreed upon under this agreement shall, if possible, be resolved by negotiation and mutual agreement by the parties within 30 days. Should no agreement be reached within the said period of 30 days, it shall then be resolved through arbitration proceedings in accordance with the Indian Arbitration and Conciliation Act, 1996 (as may be amended from time to time).

It is agreed between the Parties that the arbitration shall be carried out by an independent and impartial Sole Arbitrator who shall be appointed out of the three nominees as mutually suggested and confirmed by the parties. However, in case of any dispute with respect to the appointment of the Sole Arbitrator, the same then shall be appointed through court in accordance with the provisions of Arbitration and Conciliation Act, 1996. The Award passed by the Arbitrator shall be final and binding upon the parties. The Procedural and substantive law of the Arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act, 1996 (as amended) and any other law applicable for the time being in force. The arbitration seat and venue of arbitration shall be in Delhi only and both the parties agrees to the exclusive jurisdiction of Courts at Delhi.

The arbitration shall be conducted in the English Language.

Parties shall continue to perform their mutual obligation in terms of the present obligation pending any such arbitration proceeding

This Agreement and the rights, privileges, duties and obligation of the parties herein under shall be construed to be in accordance with the governing law of India.

17. Liabilities

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

18. Notices

Any notice required or permitted by this agreement shall be in writing and in English language

and may be delivered personally or may be sent by e-mail (digitally signed), facsimile or prepaid registered mail addressed to the parties as follows:

For SECI:

Solar Energy Corporation of India Limited

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Telephone:

Email:

For Power Seller:

ADDRESS:

E-mail:

19. Right To Regulate/ Suspend

In the event, Buying Entity/TSECL fails to pay the part/full amount of the energy bill/open access Bill within Due Date and SECI is unable to recover the amount outstanding through the Security Deposit or the Security Deposit is not established and maintained, then without any liability of any penalty/compensation:

SECI shall have the right to suspend the supply of power to Buying Entity/TSECL with a prior notice of 7 working days, and

Approach the SLDC requesting for the cancellation or alteration (as determined and decided by SECI) of the schedule of dispatch of the power to Buyer until all the dues of SECI are fully recovered.

SECI shall have right to sell, schedule and dispatch the quantum of electricity so suspended to other parties (distribution licensees, traders, consumers or other off takers) during such suspension with prior intimation to Buyer.

20. Confidentiality

The terms and conditions (including without limitation price) set forth in this contract are considered by both **SECI** and **Buying Entity/TSECL** to be confidential. Neither party shall disclose such information to any third party without advance written consent of the other, except where such disclosure is required by law.

21. Miscellaneous

This transaction shall constitute a separate Contract distinct and separate from any and/or all contract(s) which the parties have entered into or may enter into. Further, the rights and obligations including payment obligations of parties arising out under this contract shall not be clubbed/offset or be linked in any manner whatsoever to any other contract between SECI and the Buying Entity/TSECL.

22. Entire Agreement

This Agreement together with any documents referred to in it, supersedes any and all oral and written agreements, drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire Agreement and understanding of the Parties relating to the subject matter hereof.

23. Severability And Renegotiation

In the event any part or provision of this Agreement becomes, for any reason, unenforceable or is declared invalid by a competent court of law or tribunal, the rest of this Agreement shall remain in full force and effect as if the unenforceable or invalid portions had not been part of this Agreement, and in such eventuality the Parties agree to negotiate with a view to amend or modify this Agreement for achieving the original intent of the Parties.

24. Extension of Contract and Amendment

The Parties can mutually agree to extend the period of agreement vide an amendment. However, this Agreement can be amended and/or modified only by mutual consent between the Parties. Any amendments to this contract will only be in the form of a written addendum, duly signed and stamped by both parties and shall thereafter form and become an integral part of this contract.

25. Assignment

Neither party shall assign the whole or any part of its rights and obligations hereunder directly or indirectly without the prior written consent of the other party.

26. Indemnity

Each of the Parties (the Indemnifying Party) hereby agrees to indemnify, defend and hold the other Party, their affiliates and their officers, representatives, directors and employees (collectively, the "Indemnified Party") harmless from and against any and all suits, actions, proceedings, obligations, debts, fines, fees, penalties, demands, charges, judgments, awards, amounts paid in settlement, losses, liabilities, claims, damages, costs and expenses (including legal fees, disbursements and other costs of defense in connection therewith; collectively, the "Losses") incurred or suffered by the Indemnified Party which directly arise out of, result from or may be payable by virtue of the Indemnifying Party having entered into this Agreement.

IN WITNESS WHEREOF, the parties thereto have hereunto set their hands and affixed their seals on the day year first herein before written.

Sealed & signed for and on behalf of
**Solar Energy Corporation of India
Limited**

Sealed & signed for and on behalf of
_____ (Name of the Seller)

Signature:

Signature:

Name :

Name:

Designation :

Designation:

Witness:

Witness:

Name :

Name :

Date: ____

Date: ____.

SEHEDULE-A: SECI-BUYING ENTITY PSA