POWER TRADING AGREEMENT

This agreement for Purchase of Power by the Power Trading Licensee (the Agreement) is executed on this _________________

1. PARTIES

Solar Energy Corporation of India Limited, a company registered and existing under Companies Act with its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as "SECI" 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

Trader/Power Trading Licensee (PTL), a company incorporated under the Companies Act, 2013, having its registered office at __________________________ (hereinafter referred to as "Buying Entity" or the "Trader" or "PTL") which expression shall unless 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 **SECOND PART**.

Whereas:

A. The Buying Entity, acting as a Trader, is an Inter-State trading licensee, having been granted Category I Electricity Trading License bearing number ____________ by the Central Regulatory Electricity Commission (CERC) under Section 12 of the Electricity Act, 2003 (The Act) and regulated in terms of the License and Regulations/rules, framed/notified by the authorities/bodies as provided under the Act.

B. SECI has issued the Letter of Award (LoA) vide No……………. dated…………in favor of the ……………… [Insert the name of PTL] and signed a Contract Agreement vide No. ……………. dated………… with the PTL as a Collaboration Partner for Trading of Renewable Power available with SECI.

C. The Parties have agreed to execute this Power Trading Agreement for supply of electricity by the SECI PTL.

Now, therefore, in consideration of the respective covenants and mutual promises set forth herein, the parties agree hereto as below:

2. DEFINITIONS & INTERPRETATIONS

Definitions:

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

i. **“Agreement”** 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.

ii. **“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;

iii. **“Buying Entity”** or **“Buyer”** shall mean the Power Trading Licensee selected by SECI under the RfS vide RfS No. SECI/C&P/MI/00/0001/26-27 dated 03.08.2026 and has executed this PTA with.

iv. **“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.

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

vi. **“Contracted Capacity”** shall have the meaning ascribed to it in Clause 7 hereof;

vii. **Customer/Client** means the ultimate buyer or end-user that consumes the power and is identified by the Power Trading Licensee (PTL) for purchase of power under the arrangement contemplated herein. The PTL shall be solely responsible for identifying, onboarding, contracting with, and dealing with such Customer/Client. SECI and the Renewable Power Developer (RPD) shall have no contractual, commercial, financial, regulatory, or other liability or obligation whatsoever towards any Customer/Client, and the PTL shall indemnify, defend, and hold harmless SECI and the RPD from and against any claims, demands, losses, damages, liabilities, costs, or proceedings arising out of or in connection with the Customer/Client or its acts, omissions, defaults, or claims.

viii. **“Delivery Point”** shall mean the point at the interconnection of RE Power Plant with ISTS transmission system or as defined in the PPA. Metering shall be done at this point.

ix. **“Force Majeure”** or **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 16.

x. **“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 consumers or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission.

xi. “**Power Purchase Agreement**” or “**PPA**” or “**SECI-RPD PPA**” shall mean the Power Purchase Agreement entered into between SECI and RE Power Developer (RPD) for procurement of RE Power by SECI as per details provided in Schedule-A of this Agreement

xii. **“PSA”** or **“Power Sale Agreement”** shall mean the Power Sale Agreement entered into between SECI and Buying Entity on back-to-back basis of said PPA.

xiii. “**RfS**” shall mean the “Request for Selection” document issued by SECI including standard Power Trading Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/MI/00/0001/26-27 dated 03.08.2026.

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

xv. “**RPD**” shall mean the RE Power Developer that SECI has entered into PPA for purchase of RE Power.

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

xvii. **“SLDC”** means the center established under sub section (1) of Section 31 in the Electricity Act, 2003 and its subsequent amendments.

xviii. “**Tariff**” or “**Applicable Tariff**” shall mean the Tariff as per Article 9 of SECI-RPD PPA plus Seven Paise per unit

xix. **“Unit”** or “**kWh”** means Kilo Watt Hour.

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

3. INTERPRETATION

In this Agreement, unless the context requires otherwise:

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.

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.

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.

The terms include and including shall be deemed to be followed by the words ‘without limitation’, whether or not so followed.

Article headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

4. EFFECTIVE DATE & EXPIRY DATE

This Agreement shall be effective from ________ to _____________

5. TERM OF AGREEMENT

This Agreement shall remain valid until the Expiry Date, unless terminated earlier in accordance with the provisions of the Agreement. This validity period shall be called as “Term” of this Agreement.

The rights and obligations of the Parties during the Term shall be governed by the provisions of the RfS, Letter of Award (LoA), Contract Agreement (CA) and this Agreement, and applicable laws and regulations.

Upon execution of this Agreement, the Buying Entity shall be irrevocably bound to purchase, schedule, and offtake the quantum of power allocated to and accepted by it under this Agreement for the entire Term of the Agreement and shall duly make payment of all Energy Bills and other charges payable under this Agreement in accordance with the terms and timelines stipulated herein.

During the agreement, the Buying Entity shall not unilaterally surrender, reduce, assign, transfer, novate, or otherwise relinquish the allocated quantum, except with the prior written approval of SECI.

Notwithstanding the above, the quantum of power available for sale under this Agreement shall be subject to its availability from the respective Renewable Energy Projects covered under the corresponding SECI's Power Purchase Agreements (PPAs) underlying to this Agreement. Provisions of such PPAs shall govern the supply of power from the respective Projects, which will be made available for sale by SECI under this Agreement. SECI shall not be liable for any reduction, interruption, or non-availability of power arising from project generation constraints, force majeure events, regulatory directions, termination or modification of the underlying PPAs, non-availability of transmission infrastructure, or any other event beyond SECI's reasonable control.

Any withdrawal, refusal to schedule and offtake power, failure to make timely payment of Energy Bills, or any other breach or default by the Buying Entity during the Term of this Agreement shall constitute an Event of Default. Upon the occurrence of such Event of Default, SECI shall be entitled to invoke the applicable contractual remedies, including forfeiture or encashment of the Security Deposit, imposition of debarment from future allocations, recovery of all losses, damages and dues, and exercise of any other rights and remedies available under this Agreement, the RfS document, and applicable law.

The RE Power generated shall be treated as MUST RUN under extant rules and regulations and shall not be subjected to curtailment/regulation unless for grid safety and security concerns in line with IEGC regulations.

6. DELIVERY POINT

The Delivery Point for Purchase of Power shall be **SECI RE Developer’s ISTS connected substation where metering is done**.

7. CONTRACTED CAPACITY

The details of RE Power offered by SECI to the Buying Entity under this Agreement are as follows:

S. No.	Quantum	Project type (Solar/Wind/Hybrid/ FDRE/ESS)	Duration of power supply	Tariff payable by the Buying Entity (INR/kWh)	Delivery Point(s) at the ISTS network
1					
2					
3					

8. OPEN ACCESS CHARGES AND TRANSMISSION LOSSES, DUTIES AND TAXES

Buying Entity/ PTL shall bear all costs associated with scheduling, transmission of contracted Power beyond Delivery Point and all costs associated with scheduling; transmission of power up to Delivery Point shall be in SECI's account.

In case of re-routing of a corridor due to congestion in the direct corridor, operating charges of intervening RLDCs shall be borne by PTL.

9. SCHEDULING AND DISPATCH OF POWER

Scheduling of power shall be carried out as per Indian Electricity Grid Code (IEGC). The RPD as per SECI's PPA and applicable IEGC/regulations shall schedule this offered power, except in case of force majeure.

The scheduling and dispatch of power shall be coordinated by Buying Entity/PTL with the respective RPD & RLDC/SLDCs/LDCs/Client as per the relevant provisions of IEGC and the other decisions of RLDCs/SLDCs/LDCs.

10. OPEN ACCESS

PTL/Buying Entity himself or Client shall apply for the necessary open access to buy power from the SECI.

The Renewable Energy (RE) Power supplied under this Agreement shall be scheduled and dispatched in accordance with its applicable **Must-Run** status and all applicable laws, regulations, and grid codes. The Buying Entity/Client shall be obligated to schedule and offtake the contracted quantum of RE Power and shall not, directly or indirectly, curtail, back down, refuse scheduling of, or otherwise restrict the dispatch of such RE Power, except where such curtailment or backing down is specifically directed by the appropriate Grid Operator or competent statutory authority in accordance with applicable law.

11. ENERGY ACCOUNTING

The accounting of energy shall be carried out by the SECI & Buying Entity based on 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. Buying Entity shall validate the accounting and pay for that power to SECI which shall be received by them at Delivery Point.

12. BILLING CYCLE

For the purchase of power during a calendar month, SECI shall submit monthly bills to Buying Entity provisionally on the basis of the REA/SEA/Joint Monthly Reading (JMR). The bills for the period from 1st to the end of the month shall be raised in the subsequent month. The relevant bills will be raised based on the provisional monthly energy data at Delivery Point based on SLDC/RLDC website data. After receipt of REA/SEA for the previous month from RPC/ SLDC, final bill for the month shall be raised with necessary adjustment in the current billing cycle.

13. PAYMENT TERMS

Buying Entity shall make monthly payment of Energy Bills to SECI. The due date of payment of all energy bills & open access bills shall be 7 days, from the date of Emailed/faxed bill (Including the date of email/fax). In case the due date of payment is a bank holiday, the next bank working day shall be the due date of payment. In case payments are not made by Buying Entity to SECI by due date, a surcharge as per Article 14 shall be applicable.

Further, if payments are not made by Buying Entity to SECI within 7 days after the due date then SECI shall have the right to stop the power supply and terminate this Agreement. It is further made clear that any deficits in supply of power on account of such stopping of power shall not be subject to any liability of SECI.

Further, the corridor charges, as forfeited by RLDC on account of such regulations of supply, shall be to the account of Buying Entity. During the term of the agreement, if the RE Power generated is constrained due to Grid unavailability/reduced offtake for reasons not attributable to RPD, then Buying Entity shall compensate SECI/RPD as below:

Duration of Grid unavailability/ reduced offtake	Provision for Generation Compensation
Grid unavailability/Reduced off-take, as defined in SECI-RPD PPA	***Generation Compensation= ((Tariff X RE Power (MW) offered but not scheduled by the Buying Entity)) X 1000 X No. of hours of grid unavailability***

For any amount payable by SECI or Buying Entity/PTL as per Clause 10 (Open Access), the invoice shall be raised by SECI or Buying Entity/PTL as the case may and payment shall be made within fifteen (15) days from the date of receipt of the invoice. For any delay in payment, surcharge will be payable for the period of the delay, at 1.25% per month.

14. SURCHARGE

A surcharge of 1.25% per month shall be applied on all payments outstanding after due date. This surcharge would be calculated on a day-to-day basis for each day's delay from the date of bill.

15. PAYMENT SECURITY MECHANISM:

The PTL shall provide SECI, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable Bank Guarantee (BG), opened and maintained by the PTL, Two (2) weeks before commencement of supply, which may be drawn upon by SECI in accordance with this Article. The PTL shall provide SECI draft of the Bank Guarantee proposed to be issued to SECI. The Bank Guarantee shall have a term of twelve (12) Months and shall be renewed annually for an amount equal to 210% of the estimated average monthly billing, calculated at Applicable Tariff (PPA tariff plus trading margin) mentioned in this Agreement. Provided further that if at any time, such BG amount falls short of the amount specified hereinabove, PTL shall restore such shortfall within seven (7) days. SECI shall not draw upon such Bank Guarantee prior to the Due Date of the relevant Monthly Bill and shall not make more than one drawl in a Month provided that there are no outstanding dues. PTL shall cause the scheduled bank issuing the Bank Guarantee to intimate SECI, in writing regarding establishing such irrevocable Bank Guarantee and any of the changes therein. The PTL shall ensure that the Bank Guarantee shall be renewed, not later than its expiry.

16. 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 events 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 non-performing party shall notify the other party immediately within 7 days of the occurrence of Force Majeure.

Force Majeure events shall include, but not limited to:

- Any of the mentioned events or circumstances or combination of events and circumstances such as act of God, lightning, flood, cyclone, earthquake, natural phenomena, storms, hurricanes, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- Explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance.
- acts of war or public disorders, civil disturbances, riots, strike, labor disturbance, insurrection, sabotage, epidemic, pandemic, terrorist acts, or rebellion.
- nationalization or compulsory acquisition by any of the central or state government of any material assets or rights of the Buying Entity
- Act of Indian Government/ State Government Instrumentality, or compliance with such acts, which directly affects such Parties ability to perform its obligation hereunder.

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

17. 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, the affected party may approach Hon'ble CERC for resolution.

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.

18. 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.

19. 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 Power SECI/SECI:
Solar Energy Corporation of India
6th Floor, Plate-B, NBCC Office Block Tower-2
East Kidwai Nagar, New Delhi-110023
E-mail: corporate@seci.co.in
Tel: 011-24666-200

For Buying Entity:
Address:
Email:
Tel:

20. RIGHT TO REGULATE / SUSPEND

In the event, Buying Entity/PTL 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, SECI shall have the followings right without any liability of any penalty/compensation:

a. To Suspend the supply of power to Buying Entity with a prior notice of 15 working days, and

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

c. 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 a prior intimation to Buying Entity.

21. CONFIDENTIALITY

The terms and conditions (including without limitation price) set forth in this contract are considered by both SECI and Buying Entity/PTL 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.

22. 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 Buying Entity.

23. 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.

It is expressly agreed that this Agreement shall supersede all previous discussions and meetings held and correspondence exchanged between the SECI & the Buying Entity in respect of this Agreement and any decisions arrived at therein in the past and before coming into force of this Agreement shall have no relevance with reference to this Agreement and no reference of such discussions or meetings or past correspondence shall be entertained either by SECI for interpreting this Agreement or its implementation.

24. EXTENTION 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 on 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.

PTL shall indemnify, defend, and hold harmless SECI and the RPD from and against any claims, demands, losses, damages, liabilities, costs, or proceedings arising out of or in connection with the Customer/Client or its acts, omissions, defaults, or claims.

27. TERMINATION

SECI may give the Buying Entity/PTL a written notice of a breach, at any time:

a. upon breach of the terms and conditions of RfS/LoA/CA by the Buying Entity/PTLor
b. upon breach of the terms and conditions of this Agreement,

If the Buying Entity/PTL does not commence appropriate measure within a period of 15 (Fifteen) days after issuance of such notice to remedy that breach, then SECI may terminate this Agreement and LoA/CA at any time thereafter stating therein the date & reason of termination.

SECI reserves the right to take back the brief at any time by giving a notice of 15 (Fifteen) Days without assigning any reason. The Power Trading Licensee shall cease providing services from the date of termination and hand over all the documents, to SECI. No consequential damages shall be payable by SECI to the Power Trading Licensees in the event of such termination.

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

Stamped & signed for and on behalf of	Stamped & signed for and on behalf of
Solar Energy Corporation of India Limited	Buying Entity
Signature: Name:	Signature: Name:
Designation:	Designation:
Witness:	Witness:
Name:	Name:
Date: ___	Date: ___