

PUMPED STORAGE SALE AGREEMENT
FOR
SALE OF _____MW/_____MWh OF PUMPED STORAGE CAPACITY ON
LONG-TERM BASIS

Between
Solar Energy Corporation of India Limited
And
_____ **[Enter name of the Buying Entity/Utility]**

This Pumped Storage Sale Agreement is made on the day of of 2026 at
.....,

Between

Solar Energy Corporation of India Limited, 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”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the first part.

And

[Enter name of the Buying Entity/ Utility], a company incorporated under the Companies Act 2013, having its registered office at (hereinafter referred to as “**Buying Entity/ Buying Utility**” 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 second part.

SECI and Buying Entity are individually referred to as ‘Party’ and collectively referred to as ‘Parties’

WHEREAS:

- A. The Ministry of Power, Government of India vide Gazette Notification dated 06.02.2025 has issued the “Tariff Based Competitive Bidding Guidelines for Procurement of Storage Capacity/ Stored Energy From Pumped Storage Plants”, including subsequent amendments and clarifications thereof, if any, issued until ____ [Enter the last date of bid submission of the RfS].
- B. SECI had initiated a Tariff Based Competitive Bid Process for development of 1200 MW/9600 MWh Grid-Connected Pumped Storage Plants (PSP) on the terms and conditions contained in the Request for Selection (herein after referred to as ‘RfS’ issued by SECI vide RfS No..... dated..... including its subsequent amendments and clarifications, if any;
- C. SECI has signed/will sign Pumped Storage Purchase Agreements (PPAs) with the Pumped Storage Plant Developers (PSPD) selected under the RfS mentioned herein below (hereinafter referred to as “PSPDs”) development, and supply of storage Capacity from the __ MW/ __ MWh of the Project/PSP selected under the provisions of RfS No. _____ dated _____ and subsequent amendment (if any) based on the above Guidelines, if it is less than _____ MW, on a long-term basis, as indicated at Schedule-B of PSA;
- D. Buying Entity has agreed to purchase Pumped Storage Capacity from the SECI under the above RfS and accordingly, SECI has agreed to sign Pumped Storage Purchase Agreements (PPAs) with Pumped Storage Plant Developers (hereinafter referred to as “PSPDs”) for procurement of ____MW/ ____ MWh Storage Capacity from the Pumped Storage Plant on a long-term basis, as indicated at Schedule B of PSA. Copy of the PPA(s) shall be submitted to Buying Utility within thirty (30) days of the signing of the PPA(s) and such PPA(s) shall become integral part of this Agreement (SECI-Buying Entity PSA).
- E. Pursuant to the aforesaid objective, the Parties are desirous of entering into a Pumped Storage Sale Agreement (“PSA”) i.e. a definitive agreement, regarding purchase of storage capacity from the Project under above mentioned RfS Document. Pending execution of the necessary agreements and other relevant documents in relation to the transaction contemplated herein, the Parties wish to execute this PSA setting out the respective obligations of the Parties and the steps necessary to complete the transactions contemplated herein.

The Parties have accordingly agreed to enter into this PSA to record their understanding and agreement with regard to the purchase of storage capacity and in respect to matters incidental or ancillary thereto, upon the terms and conditions set out herein below.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- i. This Agreement shall come into effect from signing of this Agreement by both the parties and such date shall be the Effective Date for the purpose of this Agreement.
- ii. 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 60 days of submission of application/petition for tariff adoption/ Contracted Capacity approval as applicable under Section 63/86(1)(b) of the Electricity Act,2003 in Appropriate Commission/ SERC or within 120 days from the date of signing of Pumped Storage Sale Agreements (PSA), whichever is more, SECI/ Buying Entity (as the case may be) shall obtain adoption of tariff from Appropriate Commission and/or Contracted Capacity approval from CERC/ SERC, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Pumped Storage Purchase Agreement (PPA) entered into between SECI and the SPD. The Parties agree that in the event the order of adoption of tariff/ Contracted Capacity approval as mentioned above is not issued by the Appropriate Commission/ SERC within the time specified above, this shall entail a corresponding extension in the Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission's/ SERC's order has been delayed beyond the above deadline.
- iii. The duration of this Agreement shall be co-extensive and co-terminus with the duration of the Pumped Storage Purchase Agreement (PPA) to be entered into between the SECI and the PSPD for all intent and purposes.
- iv. Subject to the terms and conditions contained herein, SECI hereby agrees to sell and make available the Pumped Storage Capacity procured by SECI from the _____ MW/____ MWh Pumped Storage Plant/Project to be set up by the PSPD at various places in _____ [Enter the location of the Projects] on the terms and conditions contained in the PPA to be entered into between SECI and the PSPD, as per the initialed PPA (Schedule "A") on a back to back basis, to Buying Entity.

- v. Buying Entity hereby acknowledges and accepts that SECI is an Intermediary to facilitate the promotion of Pumped Storage Projects and to purchase and re-sell the energy storage capacity to the Buying Entities to enable them to fulfill the Renewable Purchase Obligation/ Energy Storage Obligations/ energy demand and, therefore, the sale of Pumped Storage Capacity by SECI to Buying Entity under this Agreement shall be entirely on a back to back basis to the purchase of Pumped Storage Capacity by SECI from the PSPDs under the SECI-PSPD PPA, with the intent that there shall be no residual liability on the SECI towards the PSPD which will not be fulfilled by the Buying Entity.
- vi. In accordance with the above and except as otherwise specifically provided in this agreement, the rights and obligations of Buying Entity under this agreement shall be available and enforceable entirely and effectively on a back to back basis to the rights and obligations of the SECI in the SECI-PSPD PPA and in the event SECI is not in a position to enforce its rights against the PSPD or is subject to any obligation to be performed towards PSPD, Buying Entity shall be liable to perform such obligation or shall be entitled to such rights only on a mutatis mutandi basis, without any additional or independent exposure whatsoever to SECI.
- vii. Except as otherwise specifically provided in this agreement, Buying Entity acknowledges and accepts that the terms and conditions of the SECI-PSPD PPA shall mutatis mutandi apply to this Agreement between the parties. Buying Entity agrees to correspondingly fulfill, on back-to-back basis, all the obligations assumed by SECI towards PSPD. Buying Entity further agrees, acknowledges and accepts that as an Intermediary, SECI is not assuming any obligation to Buying Entity over and above the obligation which the PSPD shall duly performs under the SECI-PSPD PPA.
- viii. SECI has agreed with the PSPD in regard to the payment of money becoming due to PSPD under the SECI-PSPD PPA and SECI shall be liable to discharge the payment obligation in terms of the provisions of the SECI-PSPD PPA. Accordingly, Buying Entity agrees to effectively securitize the payment of money becoming due from Buying Entity to SECI as detailed in this Agreement
- ix. The parties agree that in respect of the obligations other than the payment obligation specifically mentioned herein above, in the event Buying Entity has any claim against SECI in regard to the performance of any obligation of SECI under this Agreement or enforcement of any right of Buying Entity against SECI under this Agreement, the same shall be subject to the ability of SECI to enforce the corresponding obligations

assumed by PSPD to SECI under the SECI-PSPD PPA. SECI shall not be required to perform and implement the obligations of SECI or agree to the enforcement of the rights of Buying Entity under this Agreement till such time the corresponding obligations under SECI-PSPD PPA are duly implemented by the PSPD and in case of monetary obligations the amount is received by SECI from the PSPD. In the event of any such claim arising at the instance of Buying Entity, the parties shall discuss on the course of action to be initiated by SECI against the PSPD for enforcement of the corresponding obligation and all proceedings to be initiated by SECI against the PSPD for such enforcement shall be pursued by SECI in consultation with Buying Entity.

- x. The parties hereby agree that the penalties are payable by PSPD under the SECI-PSPD PPA for the delay in the commencement of supply storage capacity from the Pumped Storage Projects, non-availability of the contracted capacity and shortfall in the round-trip-efficiency. Buying Entity shall not be entitled to make any deductions towards the claim of penalties against any payment due to SECI and all such other payments shall be made by Buying Entity by the Due Dates, notwithstanding the status of the pending claims on penalties. The Parties agree that as an intermediary, SECI shall have no legal obligation to pay any amount towards penalties except when the amount of such penalties has been recovered from the PSPD by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.
- xi. The parties agree that the various terms contained in the SECI-PSPD PPA such as Scope of Project, Terms of the Agreement, Performance Guarantee, Performance Security, Obligations of the respective Parties, Construction of the Pumped Storage Capacity, Synchronization, Commissioning and Commencement of Supply of Storage Capacity, Operation and Maintenance, Purchase and Sale of Pumped Storage Capacity, Measuring and Metering, Scheduling and Dispatch of Power/Energy, Billing and Accounting, Liabilities, Force Majeure, Events of Default, Termination, Transfer, Change in Law, Indemnity, Insurance, Assignment and Changes, Financing and Bankability, Representations and Warranties, Governing Law, Notices and all other Miscellaneous Terms provided in the SECI-PSPD PPA shall mutatis mutandi apply to this agreement between SECI and Buying Entity.
- xii. The Buying Entity shall be responsible for directly coordinating and dealing with the PSPD, State/Regional Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power/Energy from the Pumped Storage Plant and due compliance with

deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the PSPD and Buying Entity are the Grid connected entities and SECI as intermediary procurers/ trading licensee is not a Grid connected entity in respect of the Pumped Storage Capacity contracted under this Agreement;

- xiii. The Buying Entity undertakes to file petition before SERC seeking necessary approval for procurement of Contracted Pumped Storage Capacity from SERC, within one month from signing of PPA or PSA, whichever is later.
- xiv. The Buying Entity shall be responsible for obtaining Grid Access as per the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, and for obtaining any Grid Access/NOC/clearance from the respective State Transmission Utility (STU)/SLDC, at its own risk and cost. The Buying Entity is required to obtain the open access/grid access application as per extant regulations for power evacuation from delivery point(s). The Buying Entity shall ensure that they obtain the GNA prior to Scheduled Commencement of Supply Date or actual commencement of supply of storage capacity under the PSA, whichever is earlier. In case of failure to obtain the GNA by the above deadline, all the charges pertaining to supply of storage capacity (including but not limited to t-GNA charges, Power Curtailment Charges (Equivalent to deemed energy) due to merit order dispatch, DSM charges, etc.) shall be borne by Buying Entity.

Article 1. APPLICABLE TARIFF

1.1 The Tariff applicable for the sale of Pumped Storage Capacity by SECI to the Buying Entity under this Agreement shall be the Tariff as applicable for payment by SECI to the PSPD under the terms of the Pumped Storage Purchase Agreement between SECI and the PSPD (Individual PSPDs tariff as per Schedule B) fixed for the entire term of agreement at delivery point and in addition thereto a trading margin/facilitation charge of 1% of the applicable Monthly Fixed Charges (INR/MW/Month) plus applicable GST, shall be payable by the Buying Entity to SECI which SECI shall be entitled to appropriate as its income.

1.2 As per provisions of the PPA, the PSPDs are permitted for full as well as part commencement of supply of storage capacity from the Project even prior to the SCSD. In case of early part/full commencement of supply of storage capacity from the Project(s) prior to SCSD, Buying Entity may purchase the storage capacity at the Applicable tariff as per the PPA, plus SECI's Trading Margin/facilitation charge of 1% of the applicable Monthly Fixed Charges (INR/MW/Month) plus applicable GST.

However, procurement of storage capacity from the project upon early part/full commencement of supply of storage capacity from the Project(s) prior to SCSD, shall be subject to the approval of the Buying Entity. Such intimation regarding consent to procure energy from early commencement of supply of storage capacity shall be provided by the Buying Entity within 7 days of receipt of the request being made by SECI, beyond which, it would be considered as deemed refusal on part of the Buying Entity.

1.3 **Incentive in meeting the Performance Criteria:**

Following provisions shall be applicable on the Contracted Capacity in case of exceeding the stipulated performance criteria:

a) **Demonstration of enhanced Availability:**

Subsequent to ACSD of full Project Capacity or the capacity finally accepted by SECI, in case the annual Availability demonstrated by the PSPD is equal to or more than 95%, such improvement in performance shall make the PSPD eligible to receive incentive from Buying Entity(ies).

The incentive amount will be computed as follows:

$$\text{Incentive (Availability)} = 1.5 * A * [(B - C) / 100] * D$$

Where,

A	Annual Fixed Charges (INR/MW/Annum) as per Article 1
B	Actual System Availability (%) of the PSPD, calculated as per Article 4.4.2.a)
C	Minimum System Availability (%) criteria i.e. 90%
D	Pumped Storage Plant Power Capacity (MW)

For the first year of operation of the Project, the above limits shall be considered for the complete year after the date of commencement of storage capacity from the Project. Similarly, for the last year of operation of the Project, these limits shall be considered for the complete year before the expiry of the PSA.

b) Demonstration of reduction in declared Cycle Loss:

Subsequent to ACSD/COD of full Project Capacity or the capacity finally accepted by SECI, the PSPD shall be eligible to receive incentive from the off taker/Buying Entity, if any, on account of reduction of the declared Cycle Loss (%). The incentive payable, where admissible, shall be computed in accordance with the methodology specified below:

System Roundtrip Efficiency (RtE) =

$$\frac{\text{Sum Total of Actual Injection/Discharging MUs in a year (C)}}{\text{Sum Total of Actual Drawal/Charging MUs in a year (D)}}$$

Where,

C and D shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

$$\text{Incentive (RtE)} = (A - B) * C$$

Where,

A refers to the Input Energy at RtE calculated based on declared Cycle Loss (kWh/MWh)

B refers to the Input Energy at Actual RtE (kWh/MWh)

C refers to Less Input Energy Charges (INR/kWh) for calculation of incentive are as

follows-

RtE Deviation above RtE calculated based on declared Cycle Loss	Less Input Energy to be billed at
> 10%	1.5 x simple average of Unconstrained Market Clearing Price (UMCP) of the Day Ahead Market (DAM) or any equivalent power market of the respective year, discovered on all the power exchanges operating in India in that particular year

Where,

RtE deviation (%) =

$$\frac{\text{Actual RtE (\%)} - \text{RtE based on declared Cycle Loss (\%)}}{\text{RtE based on declared Cycle Loss (\%)}}$$

c) The incentive amount computed as per Article 1.3.a) and 1.3.b) above shall be exclusive of GST.

Article 2. BILLING AND PAYMENT

2.1 General

The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as ‘**Rules**’] notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003, including subsequent amendments and clarifications thereto, shall apply and govern the terms and conditions of this Agreement (PSA) 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 PSPD, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back-to-back basis to the PPA. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement (PSA) and PPA which are inconsistent or contrary to the provisions of the Rules.

Subject to the above, from the commencement of supply of storage capacity by SECI, the Buying Entity shall pay to SECI the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in Article 1. All Tariff Payments by the Buying Entity shall be in Indian Rupees.

SECI shall issue to the Buying Entity a signed Monthly Bill every month either through e-mail or any other means on any business day based on provisional PSP Capacity for the preceding month (except for first month which shall be computed based on Contracted capacity of project as appropriated under this Agreement). However, hard copy of the bill will also be sent by the SECI afterwards. The monthly bill shall also include the following:

- i) Adjustments bill against the Provisional Bills based on availability of PSP Capacity in the preceding months
- ii) Late Payment Surcharge if any
- iii) Taxes, duties Levies etc., as applicable
- iv) Change in Law if any as applicable

- v) Losses and Transmission Charges as applicable, in accordance with CERC notification and amendments.

2.2. Payment of Monthly Bills

2.2.1 The Buying Entity shall pay the amount payable under the Monthly Bill on or before the Due Date i.e. within 30 days of presentation of bill within official hours, to such account of SECI, as shall have been previously notified to the Buying Entity in accordance with Article 2.2.2 below.

2.2.2. SECI shall open a bank account at New Delhi (“SECI’s Designated Account”) for all Tariff Payments to be made by the Buying Entity to SECI and notify the Buying Entity of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Buying Entity shall also designate a bank account at _____. The Buying Entity shall inform SECI of the details of such account ninety (90) Days before the dispatch of the first Monthly Bill. SECI and the Buying Entity shall instruct their respective bankers to make all payments under this Agreement to the Buying Entity’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.

2.3 Late Payment Surcharge

In the event of payment of a Monthly Bill by the Buying Entity beyond the Due Date, a Late Payment Surcharge (LPS) shall be payable by the Buying Entity to SECI on the outstanding payment as per applicable LPS rule notified by MoP or any subsequent amendments, 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 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 SECI through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment beyond the Due Date 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 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:

(a) All payments by the Buying Entity to SECI for storage capacity procured from it shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(b) 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.

Supplementary bill for LPS will be issued by SECI based on adjustment of payment towards LPS already done as per LPS rules 2022 including its subsequent amendments and clarifications.

2.4 Rebate

For payment of any Bill including supplementary bill on or before Due Date, the Rebate shall be paid by the SECI to Buying Entity in the following manner

- a) A Rebate of 1.5% shall be payable to the Buying Entity for the payments made within a period of 5 days of presentation of bills through email.
- b) Any payments made beyond a period of 5 days upto and including the 20th Day from the date of presentation of bills through email shall be allowed a rebate of 1%.
- c) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and Late Payment Surcharge.

2.5 Payment Security Mechanism

(A) Letter of Credit (LC):

- 2.5.1 The Buying Entity shall provide to SECI, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable letter of credit (“Letter of Credit”),

opened and maintained by the Buying Entity, which may be drawn upon by SECI in accordance with this Article. The Buying Entity shall provide SECI with a draft of the Letter of Credit proposed to be provided to SECI two (2) months before the SCSD.

2.5.2 Not later than one (1) Month before the Start of Supply, the Buying Entity shall through a scheduled bank at _____ open a Letter of Credit in favour of SECI, to be made operative at least 15 days 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 reviewed after every 12 months 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 Tariff Payments of the previous Contract Year.

Provided that if Buying Entity (Deemed Distribution Licensee) is not covered under the “Implementation of the Electricity (Late Payment Surcharge and related matters) Rules, 2022” issued by Ministry of Power vide OM dated 12.08.2022, the above phrases “110% of the estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall be substituted with “210% of the estimated average monthly billing” and “210% of average of the monthly tariff payments of the previous Contract year” respectively.

Further, provided that if the Buying Entity (Deemed Distribution Licensee) is not covered by the State Government Guarantee (including the Tri-Partite Agreement or TPA) or is unable to provide State Government Guarantee (including the Tri-Partite Agreement or TPA), the above phrases “110% of estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall be substituted with “210% of three times the estimated average monthly billing” and “210% of three times average of the monthly tariff payments of the previous Contract year” respectively.

Furthermore, provided that if the Buying Entity is other than Deemed Distribution Licensee, the above phrases “110% of estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall

be substituted with “210% of six times the estimated average monthly billing” and “210% of six times average of the monthly tariff payments of the previous Contract Year” respectively.

- 2.5.3 SECI shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and shall not make more than one drawal in a Month provided that there are no outstanding dues.
- 2.5.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 2.5.2 due to any reason whatsoever, the Buying Entity shall restore such shortfall within seven (7) days.
- 2.5.5 The Buying Entity shall cause the scheduled bank issuing the Letter of Credit to intimate SECI, in writing regarding establishing such irrevocable Letter of Credit and any of the changes therein.
- 2.5.6 The Buying Entity shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- 2.5.7 All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Buying Entity.
- 2.5.8 If the Buying Entity fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 2.5.3 and 2.9, SECI may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Buying Entity, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly Bill which has remained unpaid by the Buying Entity;
 - ii) a certificate from SECI 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;
- 2.6 Not Used.
- 2.7 Not Used.

2.8 Third Party Sales by SECI

2.8.1 Notwithstanding anything to the contrary contained in this Agreement, SECI shall be entitled to but not obligated to regulate availability of Pumped Storage Capacity to the Buying Utility in case of:

- a. Default in making payment by the 15th day after the Due Date of the Buying Utility.
- b. non-maintenance of Payment Security Mechanism as per Article 2.5, provided that advance payment of at least one month shall constitute payment security if there are no outstanding dues.

SECI shall issue the Notice for Regulation of Supply of storage capacity on the date above and shall give a notice of 15 days to start the regulation on the 16th day thereafter in accordance with Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 as amended and notified from time to time.

2.8.2 Regulation of supply of storage capacity would be on a pro rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill.

2.8.3 In order to avoid any doubts, it is illustrated that:

In the event of a bill amounting to Rs. 25 Crore is unpaid to the extent of Rs. 10 Crore, SECI would have a right to regulate and sell Buying Entity's allocation of the PSP capacity to third parties to the extent of 40% (i.e. $10/25 \times 100$). SECI/PSPD shall have the right to divert the PSP capacity or part thereof and sell it to any third party namely;

- i) Any consumer, subject to applicable Law; or
- ii) Any licensee under the Act;

SECI shall request the concerned SLDC/RLDC to divert PSP capacity to third party as it may be considered appropriate.

Provided that such sale of storage capacity to third party shall not absolve Buying Entity from its obligation to pay in full to SECI, for the purchase of PSP capacity as per Schedule-A & B of this Agreement and any other outstanding payment liability of Buying Entity as per this Agreement.

The rights of SECI under this clause is without prejudice to other rights provided under the Agreement.

Further, in such case, Buying Entity shall have the unconditional obligation to provide and facilitate all necessary clearances and support for the evacuation and scheduling of the PSP capacity to the third party to whom the storage capacity is diverted and further to bear any and all incremental charges and losses including but not limited to application fee, connectivity, open access, ISTS charges & Losses, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC. These obligations are assumed by the Buying Entity as being necessarily arising out of the failure to offtake pumped storage capacity and duly discharge the payment obligation arising therefrom. (applicable in case of STU connected Projects)

- 2.8.4 The amount realized from the diversion and sale of PSP capacity to third party over and above the Applicable Tariff, any charges including open access charges and other costs shall be adjusted first against the pending liability of the Buying Entity. Deficit if any shall be made good by the Buying Entity.
- 2.8.5 Sales to any third party shall cease and regular supply of electricity to the Buying Entity shall commence and be restored within thirty (30) days from the date of clearing all outstanding dues payable to SECI for the Pumped Storage Capacity under this Agreement.
- 2.8.6 Further, the liability of the Buying Utility to make Tariff Payments to SECI shall start from the day of such restoration of supply of PSP capacity and shall continue for such periods wherein such storage capacity was made available by PSPD for usage by the Buying Entity.

2.9 Disputed Bill

- 2.9.1 If the Buying Entity does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive and binding.
- 2.9.2 If Buying Entity disputes the amount payable under a Monthly Bill it shall pay undisputed amount of the invoice amount or 50% of the invoice amount, whichever is higher, and it shall within fifteen (15) 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.

2.9.3 If the SECI agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.9.2, the SECI shall make appropriate adjustment in 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 Buying Entity and up to and including the date on which such payment has been received as refund.

2.9.4 If the SECI does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.9.2 it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party 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.

2.9.5 Upon receipt of the Bill Disagreement Notice by the Buying Entity under Article 2.9.4, authorized representative(s) or a director of the board of directors/ member of board of the Buying Entity and SECI shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

2.9.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 2.9.4, the matter shall be referred to Dispute resolution in accordance with governing Laws and Dispute resolution in PPA.

2.9.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Buying Entity 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.

2.10 Quarterly and Annual Reconciliation

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

2.10.2 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 Buying Entity and SECI shall jointly sign such reconciliation statement. After signing a reconciliation statement, the SECI shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. 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 of PPA.

2.11. Right to Contracted Capacity & Energy Storage Obligations

The provisions of Article 4.4 of the PPA shall be applicable mutatis mutandi to this Agreement. The Buying Entity may identify the Pumped Storage Capacity procured from the PSPD Delivery Point to meet its Energy Storage Obligations (as mandated by the Appropriate Commission). Provided that the Energy Storage Obligation of the Buying Entity shall be considered to be met by the Buying Entity only if there is no payment default for such PSP capacity procured by the Buying Entity and a certificate to such effect shall be provided by SECI to the Buying Entity.

2.11.1 Scheduling and offtake of energy

- i. The PSPD shall make the PSP available for maximum 02 operational cycles per day, and Buying Entity, at its discretion, may utilise the PSP up to 2 Operational cycles. For the purpose of this Agreement, Cycle shall mean charging of the PSP up to the Contracted capacity followed by discharge of such stored energy including any intervening resting period as specified in the RfS Document.

- ii. For the Contracted Capacity of 250 MW, the PSA shall entitle the off taker to schedule discharge up to 2000 MWh of energy from the PSP, subject to the following:
- iii. The SLDC/RLDC/NLDC in consultation with Buying Entity will schedule charging of the PSP with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Cycle Loss (%) of the system declared by the PSPD)
- iv. Illustration: For a Contracted Capacity of 250 MW/2000 MWh, assuming a Cycle Loss of 15%, Buying Entity/SECI shall supply charging power to the PSP to expect a discharge of 2000 MWh at delivery point as per the desired schedule. In this case, the PSPD shall also maintain the PSP capacity to absorb the supplied charging power.
- v. Contracted Capacity shall be the Project Capacity at the Delivery Point. Buying Entity shall provide the charging energy factoring the Cycle Loss (as declared by the PSPD), as per PPA.
- vi. The discharge of energy/power from the Pumped Storage Project (PSP) capacity shall be carried out on a daily basis, subject to a maximum of two (2) discharge cycles per day, with each continuous discharge cycle having a maximum duration of 6 hours. A sufficient time gap shall be maintained between successive discharge cycles to facilitate charging of the PSP capacity. Further, it is mandated that, on an annual basis, a minimum 51% of the power/energy used for the charging of the PSP capacity shall be sourced from Renewable Energy sources.
- vii. The discharge of energy during the day shall be governed by the demand pattern of the corresponding Buying Entity(ies), as per the Buying Entity's schedule. Buying Entity shall be required to intimate its choice of Hours (which shall be 8 hours during a day) and Power/Energy requirement in the selected Hours to SECI and PSPD, on day ahead basis, which will be deemed to have been accepted by the PSPD for supply of Power/Energy.
- viii. The Buying Entity shall schedule and provide the Charging power (in MW) considering the rated Pump rating/capacity of the PSP and shall be requisitioned in discrete steps corresponding to the Pump rating/capacity of each PSP unit.
- ix. The PSPD shall ensure that each unit of the PSP has the capability to operate in discharge mode within a range of fifty percent (50%) (Technical Minimum) to one hundred percent (100%) of its rated MW capacity.
- x. The Buying Entity shall intimate the hours (which shall be 8 hours during a day) during which it intends to draw the energy from the PSP on daily basis. These 8 hours

chosen by Buying Entity for a day shall be the “Peak Hours” for that day. The PSPD is mandated to deliver 8000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 100 MW of project capacity, PSPD shall supply up to 800,000 kWh of energy during Peak Hours). Modifications in the metering arrangement on account of the same, if any, shall be under the scope of the SPD, at its own risk and cost.

- xi. The discharge of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Entity (ies), as per the Buying Entity’s schedule. In case of non-receipt of peak hours schedule from the Buying Entity on day ahead basis, PSPD shall supply the power/energy as per its own discretion to the Buying Entity, during the Peak Hours of that day. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis.

2.11.2 **Performance Parameters:**

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

- a) **Annual Availability:** During any Contract Year for the Contracted Capacity, PSPD shall be required to maintain minimum annual system availability of 90%.

Annual PSP/System Availability = Average of daily availability of the Pumped Storage Capacity over the year.

“Availability (MW)” is the capability of the Project to operate in both pumping and generation mode and will be declared by the Developer on day-ahead basis, for each 15-minute time block for the next day.

Annual System Availability shall be calculated as per the above methodology, which has also been provided in the RfS.

In case of shortfall in meeting the above criteria, the PSPD shall be levied penalty for such shortfall and shall duly pay such damages to SECI to enable SECI to remit such penalty to Buying Entity(ies).

- b) **Cycle Loss:** The PSPD shall maintain AC to AC roundtrip efficiency (RtE) of system on an annual basis. Based on the declared Annual Cycle Loss (%) by the PSPD, the

calculated AC to AC roundtrip efficiency (RtE) of the system shall be more than 75% on annual basis. The PSPD shall be liable for penalty to the off taker, if any, on account of excess conversion losses.

- c) Performance criteria to be demonstrated by the Project have been detailed out in Clause 8.1 of the RfS.
- d) The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the Project site when the PSP is fully charged. In any case, the PSP shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the PSP shall not require to be greater than the nameplate watt-hour rating specified herein.
- e) The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the PSPD through SECI for despatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The PSPD shall clearly specify the maximum recovery times required to restore the PSP for functional availability between duty cycles. However, in no case, the same shall be more than 1 hour.
- f) Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
 - i. Maximum PSP recovery time as specified in this document.
 - ii. Grid Outages (duly certified to this effect by the Grid Operator)
 - iii. Planned Maintenance Outage duly informed by the PSPD to the off-taker/Buying Entity(ies) with at least one month's prior notice, subject to meeting the minimum annual system Availability criteria as specified in the PPA.

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

- g) Pursuant to the provisions as above, the PSPD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case

may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The PSPD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The PSP shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc.

- h) In case of improvement of Cycle Loss leading to higher energy availability than the maximum annual contracted stored energy as per the PPA, the PSPD shall be free to sell the surplus power to any other entity without providing the first right of refusal to the SECI/End Procurer(s). In case the PSPD sells such excess power/energy to a 3rd party, the PSPD shall forego the option of availing incentive as per Article 1.3 above and the gains accrued to PSPD on such sale shall be equally shared between PSPD & End Procurer(s).
- i) The PSPD may also sell un-requisitioned capacity to any third party or power exchange without requiring NOC from SECI/Buying Entity(ies).

2.11.3 Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Contracted Capacity:

- a) Shortfall in demonstrating minimum annual Availability:

Subsequent to ACSD/COD of full Project Capacity or the capacity finally accepted by SECI, in case the annual Availability demonstrated by the PSPD is less than the minimum Availability as specified in Article 11.2.2.a) above, such shortfall in performance shall make the PSPD liable to pay penalty to SECI to enable SECI to remit the amount to Buying Entity(ies).

Penalty on account of shortfall in meeting the minimum system Availability criteria will be computed as follows:

Penalty (annual Availability) = 1.5*A*[(B – C)/100]*D

Where,

A	Annual Fixed Charges (INR/MW/Annum) as per Article 1
B	Minimum System Availability (%) criteria i.e. 90%
C	Actual System Availability (%) of the PSPD, calculated as per Article

	4.4.2.a)
D	Pumped Storage Plant Power Capacity (MW)

The penalty for shortfall of annual system Availability shall be applicable at the end of each year and shall be deducted from the invoices raised by the PSPD.

For the first year of operation of the Project, the above limits shall be considered for the complete year after the date of commencement of storage capacity from the Project. Similarly, for the last year of operation of the Project, these limits shall be considered for the complete year before the expiry of the PPA.

Planned outage will be scheduled by the PSPD to ensure that the annual system Availability requirement is complied with by the Project. Thus, the annual Availability calculation will include all the hours of the year, including the hours declared as outage hours. This penalty shall not be applicable in events of Force Majeure identified under the PPA, affecting the Availability of the system.

b) Shortfall in demonstrating Declared Cycle Loss:

Subsequent to ACSD/COD of full Project Capacity or the capacity finally accepted by SECI, the PSPD shall be liable for penalty to the off taker, if any, on account of excess conversion losses, on annual basis. Annual penalty on account of excess conversion losses will be computed as follows:

System Roundtrip Efficiency (RtE) =

$$\frac{\text{Sum Total of Actual Injection/Discharging MUs in a year (C)}}{\text{Sum Total of Actual Drawal/Charging MUs in a year (D)}}$$

Where,

C and D shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Penalty (RtE) = (A – B)*C

Where,

A refers to the Input Energy at Actual RtE (kWh/MWh)

B refers to the Input Energy at RtE calculated based on declared Cycle Loss (kWh/MWh)

C refers to the Additional Input Energy Charges (INR/kWh) for calculation of penalty are as follows-

RtE Deviation below RtE calculated based on declared Cycle Loss	Excess Input Energy to be billed at
≤10%	1.5 x simple average of Unconstrained Market Clearing Price (UMCP) of the Day Ahead Market (DAM) or any equivalent power market of the respective year, discovered on all the power exchanges operating in India in that particular year
> 10%	2 x simple average of Unconstrained Market Clearing Price (UMCP) of the Day Ahead Market (DAM) or any equivalent power market of the respective year, discovered on all the power exchanges operating in India in that particular year

Where,

RtE deviation (%) =

$$\frac{RtE \text{ based on declared Cycle Loss (\%)} - \text{Actual RtE (\%)}}{RtE \text{ based on declared Cycle Loss (\%)}}$$

Note:

- The Scheduled capacity shall be subject to the System Power Rating.
 - The PSPD shall take separate, metered connection for the Auxiliary Power load of PSP.
- OR
- The PSPD can draw auxiliary power from Interconnection point. Arrangement of power for auxiliary consumption is under scope of the PSPD.

c) For avoidance of any doubt, Penalties as specified above are mutually exclusive and independent, therefore, in case of levying of Penalty against Annual Average Availability and Round-Trip Efficiency, both penalties shall be payable by the PSPD.

2.11.4 The parties agree that penalties shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of power/energy from the Pumped Storage Plant by the PSPD.

2.12 Payment of Supplementary Bill

2.12.1 SECI may raise a "Supplementary Bill" for payment on account of:

- i) Change in Law as provided in Article 12 of PPA, or
- ii) Payment under Article 2.13 and other charges, if any.
- iii) Any subsequent revision in energy account by concerned RLDC/SLDC, as applicable.

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

2.12.2 Buying Entity shall remit all amounts due under a Supplementary Bill raised by the SECI to the SECI's Designated Account by the Due Date.

2.12.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 2.3.

2.13 Compensation for Off-take constraints

The period of reduced offtake to be considered as deemed available for payment to PSPD if the annual availability is less than normative annual availability specified in RfS. The total availability after such adjustment shall not be higher than normative availability.

Article 3: EVENTS OF DEFAULT AND TERMINATION

3.1 Buying Entity Event of Default

3.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a Buying Entity Event of Default:

- (i) Any amount subject to Article 2.9 remains outstanding beyond a period of ninety (90) days after the Due Date and SECI is unable to recover the amount outstanding from the Buying Entity through the Letter of Credit; or
- (ii) The Buying Entity fails to evacuate power from the Delivery Points for a continuous period of one year.
- (iii) if (a) the Buying Entity 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 Buying Entity, or (c) the Buying Entity 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 Buying Entity will not be a Buying Entity 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 Buying Entity and expressly assumes all obligations of the Buying Entity under this Agreement and is in a position to perform them; or

- (iv) the Buying Entity 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
- (v) except where due to any Buying Entity's failure to comply with its material obligations, the Buying Entity is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the

Buying Entity within thirty (30) days of receipt of first notice in this regard given by SECI .

- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Buying Entity.

3.2 Procedure for cases of Buying Entity Event of Default

3.2.1 Upon the occurrence and continuation of any Buying Entity Event of Default under Article 3.1, SECI shall have the right to deliver to the Buying Entity 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.

3.2.2 Following the issue of SECI Preliminary Default Notice, the Consultation Period of sixty (60) 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 have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

3.2.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

3.2.4 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 Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SECI may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Buying Entity

- (a) Subject to the occurrence and continuation of default by as contained under Article 3.1 and before expiry of time period of 30 days as per Clause 3.2.4,
- (b) Subject to the prior consent of the SECI, the Buying Entity shall novate its part of the PSA to any third party, including its Affiliates within the period of 210 days beyond the period as per 3.2.4,

3.2.5 Not used.

3.2.6 Not used.

3.2.7 In the event the aforesaid novation is not acceptable to SECI, or if no offer of novation

is made by the defaulting Buying Entity, then SECI on expiry of 30 days as provided in article 3.2.4 may terminate the PSA and at its discretion require the defaulting Buying Entity to pay to the PSPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges for its Contracted Capacity.

Further, in the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall also be borne by the Buying Entity.

3.3 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.3 of the PPA; the termination of the PPA shall be caused solely at the discretion of SECI after obtaining consent of Buying Entity. In this case, SECI shall intimate the Buying Entity, and the Buying Entity shall provide its response within 30 days, unless extended by SECI. In the absence of any response from the Buying Entity within this period, the Buying Entity will be deemed to have given its consent to SECI's decision in this regard. 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.

3.4. Termination of back-to-back agreements

In case of termination of SECI-PSPD PPA, this Agreement shall automatically terminate to the extent of relevant SECI-PSPD PPA(s). Provided that in case of such termination as identified in this Article any pending monetary liabilities of either Party shall survive on the termination of this Agreement. In the event of termination of PPA/PSA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the entity due to whose failure, the termination was triggered.

ARTICLE 4: MISCELLANEOUS PROVISIONS

4.1 Amendment

4.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties, with the approval of the Appropriate Commission, if necessary. Subject to the provisions of the RfS Document and keep this Agreement as principle Agreement, both Parties may execute further Agreement on similar terms and conditions.

4.2 Third Party Beneficiaries

4.2.1 This Agreement is solely for the benefit of the Parties, PSPD 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.

4.3 Waiver

4.3.1 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.

4.3.2 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.

4.4 Confidentiality

4.4.1 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.

4.5 Severability

4.5.1 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.

4.6 Notices

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

4.6.2 If to the Buying Entity, 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:

Name :
Address :
Attention :
Email :
Telephone No. :

4.6.3 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 below:

Name :
Designation :
Address : Solar Energy Corporation of India Limited, 6th
Floor, Plate-B, NBCC Office Block Tower-2, East
Kidwai Nagar, New Delhi-110023
Email :
Telephone No. :

4.7 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.

4.8 The duly executed Pumped Storage Purchase Agreement between SECI and PSPD shall be attached to this Agreement and shall be read along with Agreement as a composite back to back process for supply of Pumped Storage Capacity to Buying Entity to fulfill requirements of the Buying Entity including the Energy Storage Obligations or demand under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

4.9 Indemnity

4.9.1 Buying Entity shall indemnify, defend and hold SECI/PSPD harmless against:

- a) any and all third-party claims against SECI/PSPD 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 Buying Entity of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI/PSPD from third party claims arising by reason of a breach by the Buying Entity of any of its obligations under this Agreement, (provided that this Article 4.9 shall not apply to such breaches by the Buying Entity, for which specific remedies have been provided for under this Agreement).

4.9.2 SECI shall cause the PSPD to indemnify, defend and hold Buying Entity harmless against:

- a) any and all third-party claims against Buying Entity, 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 PSPD 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 Buying Entity from third party claims arising by reason of a breach by PSPD of any of its obligations. SECI shall incorporate appropriate covenants in the PPA for the above obligations of PSPD. In so far as indemnity to Buying Entity is concerned, PSPD shall be the indemnifying party and not SECI.

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

[.....]

Signature with seal

1. Witness

2. Witness

SCHEDULE A

SECI-SPD PPA

SCHEDULE B

Details of Successful Projects