

POWER PURCHASE AGREEMENT

RfS No. GRIDCO/Odisha/200 MW/Solar/01

200 MW GRID-CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS

Dated: 29 March 2018



ISSUED BY:
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**POWER PURCHASE AGREEMENT BETWEEN
GRIDCO LIMITED**

AND

M/s

For MW Solar PV project in the state of Odisha

THIS POWER PURCHASE AGREEMENT herein after called the “ Agreement” entered into at Bhubaneswar on the day of **2018** between GRIDCO LIMITED, having its registered office **at Janapath, Bhoinagar, Bhubaneswar-751 022** (herein after called “GRIDCO”), which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns as party of the First part ;

M/s, a Company incorporated under the Companies Act, 1956, having its registered office at (herein after referred to as “Solar Project Developer ”), which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns as party of the Second part;

WHEREAS, as per the National Action Plan on Climate Change and Electricity Act, 2003 the Odisha State Electricity Regulatory Commission (OERC) has determined the Renewable Purchase Obligation which included both solar and non-solar obligation for different obligated entities in the State as defined in the Gazette Notification dated 10.09.2015.

AND WHEREAS, GRIDCO as an obligated entity as per the said notification wishes to fulfill its obligation by purchasing renewable energy including solar energy from different sources.

AND WHEREAS, the Solar Project Developer has shown the willingness to set upMW Solar PV Power Project at various locations in Odisha as per the details given at Annexure and to evacuate the power generated from the said plants to the nearest OPTCL Grid Sub-stations.

NOW, THEREFORE, in consideration of the matters described above and the covenants in this Agreement, the Solar Project Developer and GRIDCO agree to sell/purchase electricity generated from the Solar Power Project(s) and intending to be legally bound, agree as follows.

1 DEFINITIONS

In this Agreement, unless the context requires otherwise, the following terms shall have the meaning hereinafter as assigned to them:

- i. **“Applicable Laws”** mean all laws, promulgated or brought in to force and effect by GoI /GoO including regulation and rules made there under as may be in force and effect during the subsistence of the Agreement.
- ii. **“Auxiliary Consumption”** shall mean Energy consumed by Auxiliaries of power station required for or during generation of Energy (Excluding the Energy used for office and colony lighting and other construction works).
- iii. **“Billing Month”** means the calendar month for which the bill is issued.
- iv. **“Buyers”** means GRIDCO LIMITED as specified in the PPA.
- v. **“Clearances”** means any consent, license, approval, permit or other authorization of whatsoever nature which is required to be obtained by the power producer from any competent authority for coming into force of the PPA, for the construction, operation and maintenance of the power plant, for the use of the power plant to produce and deliver grid quality energy / power into State Grid and all such other matter as may be necessary in connection with the project
- vi. **“Commercial Operation Date” (COD)** means the date on which the Project/ Unit is commissioned (as certified by GRIDCO) and available for commercial operation and such date as specified in a written notice given at least 15 (ten) days in advance by the Successful Bidder to GRIDCO;
- vii. **“Commissioned”** means the state or act of successful completion of commissioning of the Solar PV Power Plant`
- viii. **“CDM”** means Clean Development Mechanism
- ix. **“CUF”** means Capacity Utilization Factor
- x. **“Delivery Point/ Interconnection”** means be the point or points of connection at which Electricity is delivered into the grid system of the Odisha Power Transmission Corporation Limited (OPTCL) system. It shall be the interconnection point after isolators & Circuit breakers with required protections at injection point into State Grid as finalized / to be finalized by DISCOMs in consultation with OPTCL/GRIDCO
- xi. **“Delivered Energy”** means the net electrical energy measured in terms of kWh generated by the Power Plant and delivered by Solar Project Developer at the Delivery point in accordance with this PPA
- xii. **“Dispatch Instructions”** means instructions from the State Load Dispatch Centre in accordance with prudent utility practices and this PPA to schedule and control the generation of the energy

at the Power Station in order to commence, increase, decrease or cease the Electrical output delivered to the State Grid System

- xiii. **“Disputes”** means any difference, disagreement, dispute, failure to perform or delivery or failure to resolve any contentious issue of whatever nature and howsoever arising under, out of or in connection with or relating to this PPA
- xiv. **“Electricity Act. 2003”** means The Electricity Act, 2003 (Act no. 36 of 2003) enacted by the Parliament and includes any amendment thereto
- xv. **“Emergency”** means a condition or situation that, in the reasonable opinion of the Solar Project Developer or GRIDCO does materially and adversely affect / endanger, (i) ability of the Solar Project Developer to maintain safe, adequate and continuous generation of the Energy at the power Station, (ii) security of Persons, plant or equipment at the Power Station, (iii) the interconnection Facilities at State Grid including security of persons or equipment
- xvi. **“Energy”/ “power”** means the electrical energy generated by the Solar PV Power Plant
- xvii. **“EBC”** means Energy Billing Center of GRIDCO / SLDC
- xviii. **“Grid Code”** means the grid Code specified by OERC and shall included any amendment / modifications thereof
- xix. **“Forced Outage”** means an outage of Generating Unit or a transmission facility or apparatus due to a fault or other reasons, which has not been planned
- xx. **“Interconnection Facilities”** means all the facilities, to be installed and maintained by Solar Project Developer up to Delivery point to enable evacuation of the delivered energy from the power station and injection into State Grid in accordance with the Agreement (which may include, without limitation, transformers, switching equipment and protection, control and metering devices etc.)
- xxi. **“Metering Point”** shall be at the Grid-connected solar PV plant end switchyard. For the purpose of energy accounting the Developer shall install ABT-compliant meter at the metering point;
- xxii. **“Net Electrical Power” / “Net Electrical Energy”** means energy output in kWh **net delivered** at delivery point, after deducting in house consumption of Solar PV Power Project
- xxiii. **“OERC”/ “Commission”** means Odisha Electricity Regulatory Commission
- xxiv. **“OPTCL”** means Odisha Power Transmission Corporation Limited
- xxv. **“OREDA”** means Odisha Renewable Energy Development Agency
- xxvi. **“Planned Outage”** means outage of a Generating Unit or a transmission facility or Users apparatus, planned and agreed by SLDC

- xxvii. **“Power Generation Plant”/ “Power Plant”** means Grid Interactive Solar PV Power Generation Plant producing grid quality energy/ Power
- xxviii. **“PPA”** means Power Purchase Agreement
- xxix. **“Project”** means a solar photovoltaic Grid - interactive power station to be established by the Successful Bidder in Odisha comprising of number of Units of minimum 10 MW and multiples of 5 MW thereof at single/ multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the necessary to deliver the electricity generated by the Project at the Delivery Point;
- xxx. **“Prudent Utility Practices”** means accepted international/ Indian practice(s) standard(s), engineering and operation considerations, taking into account the condition prevalent at Site including manufacture’s recommendations generally followed in the operation and maintenance of facilities similar to the project
- xxxi. **“Reactive Power”** means the VAR (reactive volt-ampere) component of the product of voltage and current, which the power station shall provide to the Grid System and absorb from the Grid System which is measured in MVAR
- xxxii. **“REC”** means Renewable Energy Certificate
- xxxiii. **“RfS”** means Request for Selection
- xxxiv. **“Scheduled COD”** shall mean the day following 18 months from the issuance of Letter of Intent by GRIDCO if the total project capacity is between 10 MW to 100 MW
- xxxv. **“SLDC”** shall means Odisha State Load Dispatch Centre
- xxxvi. **“SGC”** means State Grid Code approved by OERC
- xxxvii. **“Solar Project Developer / Seller/ Developer”** means a person/ company / entity desirous to set up Grid interactive power plant(s) or system(s) utilizing Solar energy through solar photovoltaic for generation of electricity
- xxxviii. **“Tariff”** means the rate for purchase of electrical energy / power from the Solar Project Developer in Rs. per kWh, towards electrical energy / power delivered, at Delivery point measured in kWh, as per the reading shown in the meters installed at Delivery point
- xxxix. **“Tariff Year”** means a year commencing on 1st day of April and ending on 31st march of subsequent year
- xl. **“Unit”** shall mean one set of solar photovoltaic grid-interactive power plant of minimum 10 MW capacity and multiples of 5 MW thereof at one single location and all the auxiliary equipment and facilities, required to constitute a solar Project;
- xli. **“Voltage of Delivery”** means the voltage at which the electrical energy generated by the Power Plant is delivered at delivery point into State Grid. In this agreement unless otherwise stated, the

singular included the plural and vice versa. The terms, which have been used in the PPA and have not been defined above, shall have meaning assigned in the Electricity Act, 2003

--- End of Article ---

2 LICENSES, PERMITS AND SECURITIES

2.1 Solar Project Developer's Scope

- 2.1.1 The Solar Project Developer, at its own cost and expense, shall acquire and maintain in effect, clearances, consent, permits, licenses and approvals as may be necessary from time to time from any regulatory / competent authority in order to enable it to perform its obligation and the PPA for the construction, operation and maintenance of the power plant and for the use of the power plant to produce and deliver electricity into State Grid and all such other matter as may be necessary in connection with the project. GRIDCO/ GEDCOL shall render reasonable assistance to the Solar Project Developer to enable the later to obtain such clearances.
- 2.1.2 Provided, however, non-rendering or partial rendering of assistance shall in any way absolve the Solar Project Developer of its obligation to obtain such clearances, nor shall it mean or confer any right or indicate any intension to waive the need to obtain such clearances.

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3 SYNCHRONIZATION, COMMISSIONING AND COMMERCIAL OPERATION

3.1 Synchronization and Commissioning

- 3.1.1 The Power Producer shall give at least 30 (thirty) days written notice to the GRIDCO and SLDC of the date on which it intends to synchronize and Commission the Project with the grid system.
- 3.1.2 Subject to the Article 3.1.1 above, the Power Project may be synchronized by the Power Producer to the grid system when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the grid system.
- 3.1.3 The synchronization equipment and all necessary arrangements/ equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Power Producer at its generation facility of the Project at its own cost. The Power Producer shall synchronize its system with the grid system only after the approval of STU (if applicable), GRIDCO and SLDC.
- 3.1.4 The Power Producer shall immediately after each synchronization/ tripping of generator, inform the substation of STU (if applicable) and GRIDCO to which the Project is electrically connected in accordance with applicable Grid Code.
- 3.1.5 The Power Producer shall Commission the Project including all its Units within SCOD.

3.2 Phased Commissioning

- 3.2.1 The Power Producer shall be entitled to Commission the Project in phases (the “Phased Commissioning”), wherein the capacity of each Unit in a particular phase shall be in multiples of 10 MW.
- 3.2.2 In the event of Phased Commissioning, all the terms and conditions of this Agreement shall be adhered to for the Capacity of Unit that is Commissioned.

3.3 Performance Bank Guarantee

- 3.3.1 The Performance Bank Guarantee (PBG) furnished by Power Producer to GRIDCO shall be for guaranteeing the Commissioning/ commercial operation of the Project up to the Contracted Capacity within SCOD.
- 3.3.2 If the Power Producer fails to Commission the Project on or before Scheduled Commercial Operation Date, GRIDCO shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of the Power Producer under this Agreement as per Article 5.1.2.

- 3.3.3 GRIDCO shall release the Performance Bank Guarantee upon successful commissioning of full Contracted Capacity after adjusting Liquidated Damages (if any) as per Article 5.2.
- 3.3.4 The Power Producer shall furnish the Performance Bank Guarantee from a scheduled commercial Bank which will be invocable at its branch at Bhubaneswar.
- 3.3.5 The Performance Bank Guarantee is to be issued in favour of GRIDCO for a value of Rs. 40 Lacs/ MW with a validity period up to 33 months from the date of signing of PPA.

3.4 Dispatch and Scheduling

- 3.4.1 The Power Producer shall be required to schedule its power as per the applicable regulations/ requirements/ guidelines of CERC, OERC and SLDC, and maintain compliance to the Grid Code requirements and directions, as specified by SLDC from time to time. Any deviation from the schedule shall attract the provisions of applicable regulation/ guidelines/ directions and any financial implication on account of this shall be to the account of the Power Producer.
- 3.4.2 Power Producer shall be responsible for deviations made by it from the dispatch schedule and for any resultant liabilities on account of charges for deviation as per applicable regulations.

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4 RIGHT TO CONTRACTED CAPACITY & ELECTRICITY

- 4.1** GRIDCO at any time during a Contract Year shall be obliged to purchase any energy from the Developer within the range of the minimum guaranteed quantum of 1.498 MU/MW/ Per Year (calculated at 19 % CUF) \pm 10 % at the applicable tariff.

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5 PENALTY FOR DELAY IN COMMISSIONING & SHORTFALL

5.1 Penalty on Commissioning

5.1.1 The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS in line with the procedure elaborated in the PPA document. Commissioning certificates shall be issued by the State Nodal Agency and GRIDCO after successful commissioning of Project/ Units.

Capacity	SCOD
Solar PV Power Plant of 1 MW to 100 MW	18 Months

5.1.2 The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GRIDCO shall encash the Performance Bank Guarantee (PBG) in the following manner:

- i. Delay up to 3 (three) months from SCOD: GRIDCO shall recover Rs. 20,000 per MW per day from the Performance Bank Guarantee proportionate to the balance capacity not commissioned. For example, if out of 20 MW allotted project to a developer, 2 MW is not commissioned till 25 days post SCOD then the penalty shall be recovered for a sum of Rs. 10,00,000/- i.e. (2 MW x Rs. 20,000 x 25 days)
- ii. In case the commissioning of the Project is delayed beyond 3 (three) months from SCOD, then GRIDCO shall recover Rs, 50,000 per day per MW from the Performance Bank Guarantee proportionate to the balance capacity not commissioned till the entire Performance Bank Guarantee is encashed. For example, if out of 30 MW allotted project to a developer, 3 MW is not commissioned beyond 3 (three) months post SCOD (say for 60 days), then the penalty shall be recovered for a sum of Rs 1,44,00,000 /- i.e ((3 MW x Rs. 20,000 x 90) + (3 MW x Rs. 50,000 x 60)) and so on till the entire Performance Bank Guarantee is encashed.

5.1.3 In case, the Commissioning of the Project is delayed beyond this period as mentioned in Section 5.1.2 above, the PPA capacity shall stand reduced/ amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. It is clarified that, in addition, PBG shall be encashed as per Section 5.1.2 above.

5.2 Penalty for Shortfall

5.2.1 If for any Contract Year, it is found that the Developer has not been able to generate minimum electricity of 1.498 MU/MW/year at the CUF of 19 % - (10%) on account of any reasons not attributable to GRIDCO or Force Majeure events, the non-compliance by Developer shall make him/her liable to pay penalty to GRIDCO. Besides, computation of shortfall will also account for the degeneration factor i.e. Up to 10th year there has to be 100% output i.e. 1.498 MU/MW/Year; and after ten years till end of 25th year there may be degradation of 10% (i.e. 1.348 MU/MW/Year). Such penalty shall only apply to quantum of shortfall in generation during the Contract Year. However, for the purpose of calculation of shortfall for the 1st year, the Expected Commercial date of operation will be taken as the 1st day of the year irrespective of actual date of commissioning if the project is commissioned after the due date.

5.2.2 The shortfall in supply of electricity will be calculated as the difference between the guaranteed output i.e. 1.498 MU/MW/Year and the actual output (up to 10th year). Beyond 10th year, the guaranteed output of 1.348 MU/MW/Year will be 10 % less. For the first year the actual will be calculated from the date of expected COD. The amount of compensation shall be equal to the compensation payable by GRIDCO towards non- meeting of RPOs, if such compensation is ordered by the Commission and proportional to the amount of shortfall in solar energy during the contract year.

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6 RATE AND CHARGES

6.1 Monthly Energy Charges

- 6.1.1 GRIDCO shall pay for the Delivered Energy as certified in the State Energy Account by SLDC/ EBC, for the Term of this Agreement from the Commercial Operation Date, to the Power Producer every month. The Tariff payable by GRIDCO for energy purchased shall be as per Article below.
- 6.1.2 The applicable tariff for 25 years for the Solar Power Plant shall be Rs. [*Tariff amount in Indian Rupees per kWh*] per kWh, i.e. the levellised tariff as discovered in the e- reverse auction bidding process by GRIDCO. In case of any change in tax provisions including custom/ anti-dumping/ safeguard/ countervailing duty¹, having financial implications on the Solar Project Developer, the same will be pass-through if the same is allowed by OERC.

¹ It is to be note that the pass-through in case of custom/ anti-dumping/ safeguard/ countervailing duty shall be given only till the Scheduled Commercial Operation Date (SCOD).

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7 BILLING & PAYMENT PROCEDURE

7.1 Billing Procedure

7.1.1 The Billing shall be done on monthly basis. Solar Project Developer shall bill to GRIDCO based on SLDC / EBC data as per main meter installed at the Grid Sub-station end promptly following the end of each month for the net energy supplied.

7.2 Payment Procedure

7.2.1 A monthly invoice containing detailed statement reflecting the quantity of electricity supplied to the Grid at the designated Delivery Point and price payable shall be submitted by the Solar Project Developer to GRIDCO at its designated office addressed to Chief General Manager, PP, GRIDCO

7.2.2 A rebate of 2 % on the billed amount shall be deducted for payment made by GRIDCO within 7 working days of GRIDCO from the receipt of the bill by GRIDCO and 1 % if the amount is paid within 30 days of the receipt of monthly bill of the Solar Project Developer.

7.2.3 For late payment beyond a period of 60 days from the date of billing, a Surcharge at the rate of 1.5 % per month (i.e. 18% per annum) or part thereof shall be levied on the outstanding billed amount by the Solar Project Developer.

7.2.4 The date of transfer of fund to the Solar Project Developer account shall be considered as the date of payment for computation of rebate or late payment surcharge in respect of such payment.

7.2.5 As a security package, GRIDCO shall provide facilities of an irrevocable, revolving and confirmed Letter of Credit (LC) by any designated Nationalized Bank. The Letter of Credit will be recoupable in case it is operated. The amount of Letter of Credit shall be equal to the expected payment for one billing month. The LC shall be standby and can be operated in case GRIDCO fails to pay the monthly bill within 60 days of presentation of bill.

7.2.6 The Solar Project Developer shall not later than 60 days before the COD of the Power Plant inform GRIDCO of availability of electricity from the Power Plant. Within 30 days of intimation as aforesaid by the Solar Project Developer to GRIDCO, GRIDCO shall open a Letter of Credit for Purchase of contracted net electrical energy from the project

7.2.7 LC on or before 30 days prior to the scheduled COD of the project and at all times thereafter, GRIDCO shall cause to be in effect an irrevocable, divisible, revolving and confirmed L.C. issued in favour of the Solar Project Developer by any designated nationalized bank acceptable to the Solar Project Developer. Such L.C. shall

- (a) On the date it is issued have a term of one-year, except in the first year wherein it shall have a term from the date of its issue till 31st March of that Tariff Year
- (b) Be payable upon the execution and presentation by the officer of the Solar Project Developer immediately after 60 Calendar days from due date of payment

- (c) On the date it is issued, have revolving stated amount equal to contracted net electrical energy charges, with amount is hereinafter referred to as “LC Amount”
- (d) Within 30 days before expire of any LC, GRIDCO shall renew or provide a new or requirement of LC.
- (e) In the event of a call on the Letter of Credit by the Solar Project Developer, it will be recouped by GRIDCO to its full amount on receipt of such intimation from the designated bank prior to the due date of the next bill.

All charges in connection with the opening, negotiation, reinstatement, renewal, invocation or other operations in relation to the LC shall be equally borne by both the parties.

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8 INTERCONNECTION, DELIVERY POINT AND METERING

8.1 Methodology of generation and scheduling of power to GRIDCO shall be as per Indian Electrical Grid Code (as revised from time to time) or Odisha Grid Code (as amended from time to time)

8.2 Grid Interfacing

- i. No Grid connectivity charges shall be leviable for Solar power plant in question.
- ii. The Metering Point shall be at the Solar Plant end of the OPTCL network. For the purpose of energy accounting the power producer shall install ABT-compliant meter at the Metering Point.
- iii. The interconnection with OPTCL/ distribution network shall be in accordance with Grid connectivity standard as may be stipulated by Odisha Electricity Regulatory Commission or as per the guidelines framed by the Central Electricity Authority
- iv. The concerned distribution utility/ OPTCL shall provide necessary approvals and infrastructure for evacuation of the power generated at the nearest distribution substation / Grid Substation or any other suitable alternative arrangement available nearby
- v. The interfacing including transformers, Switchgears, control and relay, protection panels, metering etc. & HV / EHV lines up to the nearest Grid Sub-station / line will be provided and maintained by the Solar Project Developer himself in accordance with the specification and requirements of GRIDCO / OPTCL and Grid Code. Solar Project Developer will bear the entire cost of such facilities
- vi. GRIDCO /OPTCL has the right to connect any additional loads on the interconnection-feeder
- vii. Solar Project Developer agrees that power generated from the power plant shall be fed to the State Grid to the extent power evacuation system is available. The decision of OPTCL / SLDC about the extent of power evacuation facility available in the system shall be final and binding on the Solar Project Developer and no compensation on this account shall be admissible.
- viii. The equipment and protection schemes installed in 33 kV /132 kV line bays at 132 kV or 33 kV OPTCL substations as well as in Solar Project Developer own Sub-station are required to be coordinated with overall system and protection schemes. As such salient parameters of specifications of major equipment and protection schemes being provided by Solar Project Developer should be got approved from GRIDCO/ OPTCL
- ix. The power delivered by the Solar Project Developer at the Delivery Point shall conform to the parameters and technical limits as specified by GRIDCO
- x. The Solar Project Developer will install necessary current limiting devices such as Thyristors etc. if required. The Solar Project Developer shall provide protection system in compliance to Grid Code requirement for short circuit level, neutral grounding, current unbalance, limiting of harmonics, fault-clearing time etc. as per data provided by GRIDCO / Discom authorities

after deciding the place of interconnection. A generating unit may be synchronized to the State Grid System, when the Solar Project Developer has obtained permission for synchronization after meeting system requirements and such generating unit complies with prudent utility practices

- xi. Notwithstanding any provision in the Agreement, the Solar Project Developer shall comply with the State Grid Code, dispatch practices, performance standard, protection & safety as required as per the rules & regulations in force as applicable from time to time in the State of Odisha
- xii. The Solar Project Developer shall abide by GRIDCO / OPTCL connection conditions as applicable from time to time
- xiii. Capacitors of adequate rating will also be provided in the system by the Solar Project Developer to ensure that the power factor is maintained at 0.92 to 1.00 lagging at all the time. MVArh scheduling will be done as per direction of the State Lode Dispatch Centre
- xiv. The Solar Project Developer shall also provide suitable protection devices / controls as may be required by GRIDCO/OPTCL so that the generating Units of the Power Station could be isolated automatically when the Grid Supply fails
- xv. OPTCL/ Discom shall evacuate all the delivered energy. However, State Lode Dispatch Centre looking to system requirement, may direct the Solar Project Developer to temporarily curtail or stop its electrical generation without any liability on account :
 - a. Inspection/ Repair/ Maintenance of OPTCL/ Discom Grid System and associated equipment or forced outage conditions
 - b. Safety of equipment and personnel of OPTCL / Discom
 - c. Any other technical requirement to maintain the Grid discipline and security
- xvi. In the event of abnormal voltage conditions, GRIDCO/ OPTCL will have right to ask the Solar Project Developer for regulating the reactive power generated by the Solar PV Power Plant as per system requirements
- xvii. OPTCL / Discom shall disconnect the interconnection of Power Plant from State Grid system in case of default of the Solar Project Developer to comply with the technical parameters of supply and such disconnection will continue till default continues
- xviii. The Solar Project Developer shall construct & set up dedicated transmission facility for evacuation of power from the generating station to the point of off take i.e. the nearest Grid Sub-station of OPTCL/ Discom based on the system study by OPTCL/ Discom
- xix. Right of Way (RoW) for setting up the transmission line has to be obtained from the concerned land owners by the developer only and OPTCL/ Discom will not be responsible for the same even if the work is taken up through them

8.3 Measurement of Energy and Metering

- i)** The metering shall be at the off take point i.e. at the Grid Substation as per the Odisha Grid Code
- ii)** The metering requirement shall be as per CEA Regulation on “Installation and Operation of Meters, 2006” and amended time to time
- iii)** However, the net energy delivered (gross generation less import towards auxiliary consumption) to the Grid at the Grid Sub-station as per main meter reading shall be considered for monthly billing purpose
- iv)** Drawl of power by the Developer from the Discoms during shutdown / breakdown of the plant or during night time shall be billed by the respective Discom to the Developer as per their prevailing tariff

9 OTHER CHARGES

Start-up power for testing & commissioning: Energy drawn during start up, commissioning and backing down will be billed by the respective Discoms as per applicable Tariff

9.1 kVArh Charges

9.1.1 Power plant will maintain the load power factor of 0.92 (lagging) to 1.0 and during the shutdown / back down it will draw power at a factor of 0.92 lagging to 1.0, beyond this they will be liable to be disconnected from the Grid. Power plant will be subject to MVARh tariff as specified under the Grid Code by the commission from time to time

9.2 SLDC Fee & Charges

9.2.1 The Solar Project Developer shall be liable to pay the SLDC Fee & Charges as per OERC orders amended from time to time

9.3 Merit Order Dispatch

9.3.1 The Solar PV Power Plant will not be subjected to merit order dispatch regulation

9.4 Sharing of CDM Credit

9.4.1 The Clean Development Mechanism (CDM) benefit shall be shared between GRIDCO and the Solar Project Developer respectively as per CERC stipulations

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10 METER READING, SEALING AND BILLING PROCEDURE

10.1 Reading and Correction of Meters

- 10.1.1 OPTCL /Discom and the Solar Project Developer shall jointly take the meter reading on the first (1st) day of every month at the Delivery Point
- 10.1.2 In the event that the main metering system is not in service as a result of maintenance, repairs or testing, then the backup metering system / check meter readings shall be used during the period the main metering system is not in service and the provisions above shall apply to the reading of the backup metering system
- 10.1.3 Meter reading taken jointly at the appointed date and time will be signed by the representatives of GRIDCO and Solar Project Developer. If Solar Project Developer representative is not present for joint meter reading then the meter reading taken by OPTCL shall be considered final provided a signed copy of the meter reading is sent to the Solar Project Developer within twenty four (24) hours of such reading of the main metering system or back up metering system as the case may be
- 10.1.4 Solar Project Developer shall ensure to furnish the following at the time of submission of first invoice, subsequent to signing of agreement : -
- a. Date of connection to Delivery point and permission letter of authority authorizing the interconnection
 - b. Reading of new meter (s) recorded at the time of installation
 - c. Details of free energy, if any injected in the system between date of connection and COD.
 - d. A schematic diagram of OPTCL / Discom network showing the location of energy meters for billing purpose shall be furnished along with the first invoice
 - e. A copy of the insurance of the power plant and inter-connection facility system

10.2 Sealing and Maintenance of Meters

- 10.2.1 OPTCL /Discom shall seal the main metering system and the backup metering system in the presence of representative of the Solar Project Developer.
- 10.2.2 When the main metering system and/ or backup metering system and/ or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, recalibrated or replaced as soon as possible by the Solar Project Developer or by OPTCL /Discom at Solar Project Developer's cost. GRIDCO/OPTCL/ Discom will ensure that metering system is tested for accuracy at least once in a year and report furnished along with EBC data.

10.2.3 Any meter seal (s) shall be broken only by the authorized officer of OPTCL/ Discom's in the presence of representative of Solar Project Developer's whenever the Main Metering System or the backup metering system is to be inspected, tested, adjusted, repaired or replaced.

10.3 Records

10.3.1 Each party shall keep complete and accurate records and all other data required by each of them for the purpose of proper administration of the PPA and the operation of the power plant. Among such other records and data, the Solar Project Developer shall maintain an accurate and up-to-date operating log at the power plant with the records of:

- i. Various operating parameters like hourly logs of real and reactive power generation, frequency and transformer tap position, bus voltage(s), Main Meter and back up Meter readings, planned outages and forced outages etc. as mutually agreed. Solar Project Developer shall furnish summary of day wise generation report every month along with the invoices
- ii. Any unusual conditions found during operation / inspections
- iii. Chart and printout of event loggers, if any, for system disturbances/outages. Records will be reserved for a period of 36 (thirty-six) months

- - - End of Article - - -

11 INDEMNIFICATION AND INSURANCE

11.1 Indemnification

Each party shall indemnify, defend and hold harmless the other, its Directors and Chairman of the Companies Partners, assigns, agents, officers and employees, against all claim, demands, judgments and associated costs and expense, related to property damage, bodily injury or death suffered by third parties resulting from breach of its obligation by such party under the PPA except to the extent that any such claims has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other party, its contractors, servants or agents. The obligations contained in this Article shall survive the termination of the PPA

11.2 Insurance:

Throughout the term of the PPA, the Solar Project Developer, at their own cost expense, shall maintain and keep in full force the following:

- i. Insurance of power plant and interconnection facilities against all loss or damages of the kinds usually insured against by operators similarly situated, by means of insurance policies issued by reputable insurance companies with uniform standard coverage endorsement at that time, in amounts and with such deductible provisions as determined by Solar Project Developer. The Solar Project Developer may insure or cause to be insured such property under a blanket insurance policy in such amounts as determined by it
- ii. Public liability insurance with respect to the Power Plant and interconnection facilities with one more reputable insurance companies death or bodily injury and property damage resulting from the operation of the generation facility of plant
- iii. Statutory workers compensation insurance and employer's liability insurance and
- iv. Any other insurance that may be required pursuant to a financing agreement or statutory requirement

- - - End of Article - - -

12 FORCE MAJEURE

12.1 Force Majeure

12.1.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below in Article 12.2 that prevents performance by a Party of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, and not due to fault or negligence of a Party (“Affected Party”) and could not have been prevented, avoided or overcome even if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

12.2 Force Majeure Events

12.2.1 Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure Events under this Agreement) or failure to meet milestone dates due to any event or circumstance (“Force Majeure Event”) beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

- a) Acts of God;
- b) Typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
- c) Acts of war (whether declared or undeclared), invasion or civil unrest;
- d) Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GRIDCO of any Law or any of their respective obligations under this Agreement);
- e) Inability despite complying with all legal requirements to obtain, renew or maintain required licenses or legal approvals;
- f) Earthquakes, explosions, accidents, landslides;
- g) Expropriation and/ or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
- h) Chemical or radioactive contamination or ionizing radiation;
- i) Damage to or breakdown of transmission facilities of GRIDCO/ CTU;
- j) Exceptionally adverse weather condition which are in excess of the statistical measure of the last 100 (hundred) years.

12.3 Force Majeure Exclusions

12.3.1 Force Majeure shall not include the following conditions, except to the extent that they are consequences of a Force Majeure Event:

- a) Unavailability, late delivery or change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
- b) Delay in performance of any contractor, subcontractor or their agents;
- c) Non-performance resulting from normal wear and tear experience in power generation materials and equipment;
- d) Strike or labour disturbances at the facilities of Affected Party(ies);
- e) Inefficiency of finances or funds or the Agreement becoming onerous to perform;
- f) Non-performance caused by, or concerned with, the affected Party's
 - (i) Negligent and intentional acts, errors or omissions;
 - (ii) Failure to comply with Indian law or Indian Directive; or
 - (iii) Breach of, or default under this Agreement or any Project agreement or Government agreement.

12.3.2 The Affected Party shall give notice to other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 (seven) days after the date on which such Party knew or should reasonably have known of the commencement of the Force Majeure Event. If any Force Majeure Event results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than 1 (one) day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Affected Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the situation.

12.3.3 The Affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

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

12.4 Available Relief for a Force Majeure Event

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

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

--- End of Article ---

13 CHANGE OF LAW

Any change consequent to such Act, Policies, Rules, Regulations and regulatory directions shall be binding and will have to be complied with by all parties.

13.1 Definition of Change in Law

13.1.1 “Change in Law” means the occurrence of any of the following events after the Bid Deadline:

- a. the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties, charges, levies etc.
- b. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of Electricity (leviable on the final output in the form of energy) or sale of Electricity.

13.1.2 While determining the consequence of Change in Law under this Article 13, the Parties shall have due regard to the principle that the purpose of compensating a Party affected by such Change in Law, is to restore through monthly Tariff Payment, to the extent contemplated in this Article 13, the affected Party to the same economic position as if such Change in Law had not occurred.

13.2 Relief for Change in Law

13.2.1 If a Change in Law results in the Power Producer’s costs directly attributable to the Project being decreased or increased by 1% (one percent), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of OERC.

13.2.2 GRIDCO or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

13.2.3 The revised Tariff shall be effective from the date of such Change in Law as approved by OERC.

13.3 Notification of Change in Law

13.3.1 If the Power Producer is affected by a Change in Law in accordance with Article 13.1.1 and the Power Producer wishes to claim relief for such a Change in Law, it shall give notice to GRIDCO of such Change in Law as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law.

13.3.2 Notwithstanding Article 13.3.1, the Power Producer shall be obliged to serve a notice to GRIDCO under this Article 13.3.2, even if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this Agreement, the obligation to inform GRIDCO contained herein shall be material.

Provided that in case the Power Producer has not provided such notice, GRIDCO shall have the right to issue such notice to the Power Producer.

1.1.1. Any notice served pursuant to Article 13.3.1 or Article 13.3.2 shall provide, amongst other things, precise details of:

- a) The Change in Law, and
- b) The effects on the Solar Company.

13.4 Tariff Adjustment Payment on account of Change in Law

13.4.1 Subject to Article 13.1.2, the adjustment in monthly Tariff payment shall be effective from:

- a) the date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- b) the date of order/ judgment of the Competent Court or tribunal or Indian Government Instrumentality, if the Change in Law is on account of a change in interpretation of Law.

13.4.2 The payment for Change in Law shall be through a supplementary bill. However, in case of any change in Tariff by reason of Change in Law, as determined in accordance with this Agreement, the monthly invoice to be raised by the Power Producer after such change in Tariff shall appropriately reflect the changed Tariff.

--- End of Article ---

14 ASSIGNMENTS AND TRANSFER

14.1 Assignment

14.1.1 This Power Project can be transferred in part or full as per the Government Policies and procedure.

14.2 Transfer

14.2.1 The Solar Project Developer shall be permitted to assign and transfer the receivables of Power Plant under this Agreement to any financial institution in case of external funding.

--- End of Article ---

15 TERM, DEFAULT & TERMINATION

15.1 Term

- 15.1.1 Term of Agreement shall be for 25 (twenty-five) years from the COD, provided that at the end of the period of the PPA, new PPA can be executed at mutually agreed terms and conditions. Before 180 days of expire of 25 years, both parties will mutually decide upon the terms and conditions for renewal of agreement beyond 25 years.
- 15.1.2 The Power Plant will be commissioned in 18 (eighteen) months from the issuance of Letter of Intent by GRIDCO for projects ranging from 10 MW to 100 MW
- 15.1.3 The Solar Project Developer would not be eligible for availing the benefit of Renewable Energy Certificate (REC). The Solar Project Developer has to give an undertaking to this effect to GRIDCO before raising the first invoice.
- 15.1.4 Each Unit of Solar power generating station shall be deemed to be commissioned as and when a block of not less than 10 MW is commissioned progressively on different dates. Energy supplied from inverter units shall be billable from the COD of first 10 MW capacity and subsequently in blocks of 10 MW only.

15.2 Default

- 15.2.1 Default by GRIDCO will mean non-payment of electricity charges for a period of consecutive 3 (three) months after the due date or GRIDCO repudiates this agreement.
- 15.2.2 Default by the Solar Project Developer shall mean
- a) Failure to Commission the Project by Scheduled Commercial Operation Date;
 - b) Operation and maintenance (O&M) Default on part of Power Producer;
 - c) Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to Financial Closure.
 - d) Power producer fails to make any payment required to be made to GRIDCO under this agreement within 3 (three) months after the due date of a valid invoice raised by the GRIDCO on the Power Producer;
 - e) If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this Agreement, or (ii) transfers or novates any of its rights and/ or obligations under this Agreement, in violation of this Agreement;
 - f) If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution

of the Power Producer is for the purpose of a merger, consolidated or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this Agreement and is in a position to perform them;

- g) The Power Producer repudiates this Agreement;
- h) Change in controlling shareholding before the specified time frame as mentioned in the RfS;
- i) Occurrence of any other event which is specified in this Agreement to be a material breach/default of the Power Producer.
- j) non-supply of total net electricity generated and delivered at the Delivery Point for a period of three months for reasons exclusively attributable to the Solar Project Developer

15.3 Termination

15.3.1 The PPA may be terminated either by the Solar Project Developer or GRIDCO only in the event of default by GRIDCO or the Solar Project Developer respectively.

15.3.2 In case of default, the non-defaulting party shall issue a default notice to the defaulting party. If the default is not fully set right within one month from the date of the default notice, then, the non-defaulting party may get the specific performance of agreement till the time default is corrected.

15.3.3 In case of default is cured, the agreement will revive and the provisions of original agreement will come into force, automatically within a maximum period of six months.

- - - End of Article - - -

16 CONFIDENTIALITY & IDEMNITY

16.1 Power Producer's Indemnity

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

16.2 GRIDCO's Indemnity

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

16.3 Confidentiality

16.3.1 The parties shall keep in strict confidence, any confidential information received by them while participating in the affairs /business(es) or during the term of this agreement and shall not disclose the same to any person/ party not being party to this agreement.

16.3.2 The parties shall also bind their employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the above mentioned information may be disclosed, to the obligations of confidentiality as mentioned above.

16.3.3 Confidential information shall, at all times, remain the property of the disclosing party and the receiving party will not acquire any right to that confidential information.

--- End of Article ---

17 DISPUTES

17.1 Settlement of Disputes

- 17.1.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- 17.1.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 17.1.3 Except where expressly provided to the contrary in this PPA, any matter or dispute or different of whatsoever nature, howsoever arising under, out of or in connection with the PPA between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 days or such extended period as mutually agreed upon, then such Dispute shall, be submitted to adjudication by the OERC as provided under section 86 of the Electricity Act, 2003 and the OERC may either adjudicate itself or refer the matter for Arbitration.

17.2 Jurisdiction

- 17.2.1 This agreement shall be subject to jurisdiction of the appropriate Civil Court at Bhubaneswar, Odisha/ Orissa High Court, Cuttack, to the exclusion of all other Courts.

--- End of Article ---

18 MISCELLANEOUS PROVISION

- 18.1 Governing Law:** This Agreement shall be interpreted, construed and governed by the Laws of India.
- 18.2 Insurance:** The Power Producer shall obtain and maintain necessary policies of insurance during the construction of the Project as well as the Term of this Agreement consistent with Prudent Utility Practice.
- 18.3 Books and Records:** The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- 18.4 Waivers:** Any failure on the part of a Party to exercise, and any delay in exercising, exceeding 3 (three) years, any right hereunder shall operate as a Waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a Waiver with respect to any subsequent matter or default.
- 18.5 Limitation Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- 18.6 Notices:** Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

In case of the Power Producer, [*Name of Power Producer*]:

Name : [*Name of Personnel*]
Designation : [*Designation of Personnel*]
Phone Nos. : [*Phone numbers of Personnel*]
Fax No. : [*Fax number of Personnel*]
Email ID : [*Email ID of Personnel*]

In case of GRIDCO Limited:

Name : [*Name of Personnel*]
Designation : [*Designation of Personnel*]
Phone Nos. : [*Phone numbers of Personnel*]
Fax No. : [*Fax number of Personnel*]
Email ID : [*Email ID of Personnel*]

- 18.7 Severability:** Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

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

18.9 Assignment

18.9.1 Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire Contracted Capacity.

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

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

18.10 Entire Agreement and Appendices

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

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

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

--- End of Article ---

19 APPROVAL OF THE AGREEMENT

This Power Purchase Agreement is subject to the approval of OERC, with or without modification.

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

FOR AND ON BEHALF OF THE POWER
PRODUCER, *[Name of Power Producer]*:

FOR AND ON BEHALF OF GRIDCO Limited:

Authorized Signatory
[Name of Authorized Signatory]
[Designation of Authorized Signatory]
[Address of Authorized Signatory]

Authorized Signatory
[Name of Authorized Signatory]
[Designation of Authorized Signatory]
[Address of Authorized Signatory]

WITNESS 1:

WITNESS 1:

[Name of Witness]
[Designation of Witness]
[Address of Witness]

[Name of Witness]
[Designation of Witness]
[Address of Witness]

WITNESS 2:

WITNESS 2:

[Name of Witness]
[Designation of Witness]
[Address of Witness]

[Name of Witness]
[Designation of Witness]
[Address of Witness]