

terms of this Agreement.

- ii) MSEDCL shall be indemnified and held harmless by the HPD against any claims that may be made against MSEDCL in relation to the matters set out in Article 17.9.1.
- iii) MSEDCL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the HPD by MSEDCL on behalf of HPD.

13.12 Independent Entity

- i) The HPD shall be an independent entity performing its obligations pursuant to the Agreement.
- ii) Subject to the provisions of the Agreement, the HPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the HPD or contractors engaged by the HPD in connection with the performance of the Agreement shall be under the complete control of the HPD and shall not be deemed to be employees, representatives, contractors of MSEDCL and nothing contained in the Agreement or in any Agreement or Contract awarded by the HPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and MSEDCL.

13.13 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.

13.14 Breach of Obligations

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

13.15 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.

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 HPD M/S

FOR AND ON BEHALF OF

AUTHORISED SIGNATORY

MSEDCL

WITNESSES

WITNESSES

1.

3.

SCHEDULE 1: PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: ----- kV

Short circuit rating: _____ (As a part of the detailed design process, the HPD shall calculate the short circuit rating (minimum and maximum), and supply this information to the MSEDCL).

Note: The tolerances & Electrical characteristics variations and basic insulation level will be as per relevant grid code CEA Standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by MERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing MERC regulations and as may be stipulated / specified by MSEDCL/MSETCL from time to time. The HPD shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

SCHEDULE 2: TECHNICAL LIMITS

1. The nominal steady state electrical characteristics of the system are as follows:
 - a) three phase alternating current at 50 Hertz plus or minus 0.5 Hertz
 - b) nominal voltage of _____ KV with +10% to _____ 12.5% variation.
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2. The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of _____ KV and _____KV

Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

SCHEDULE 3: APPROVALS

1. Consent from the STU / CTU/MSEDCL for the evacuation scheme for evacuation of the power generated by the Hybrid power projects.
2. Approval of the Electrical Inspectorate, Government of Maharashtra/other applicable state for commissioning of the transmission line and the wind energy converters installed at the Hybrid Project Site.
3. Certificate of Commissioning of the Wind Farm Project issued by CTU/STU/MSEDCL/SLDC/MEDA/SNA as applicable.
4. SNA/MEDA registration certificate.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Clearance from the Airport Authority of India, if required.
6. Clearance from the Department of Forest, Ecology and Environment, if required.

SCHEDULE 4: SPECIFICATION OF ELECTRICAL ENERGY DELIVERY

1. The generation voltage from the windmill power project of M/s. KV. It uses unit connection of generator, generator transformer and unit transformer.

is _____

2. The generated power at _____KV will be stepped up to _____KV at the Project Site and further stepped up to _____ KV at the Sending Station for the purpose of interconnection with the Grid System