

7.0 BILLING AND PAYMENT:

7.1 BILLING:

7.1.1 The Usage Charges for Energy made available in the preceding month under this Agreement shall be billed by SECI every month as per the Usage Charges mentioned at Article 6 above and the same shall be paid by GUVNL.

7.1.2 SECI shall issue the monthly bill for Energy made available to GUVNL from the Solar PV Station for the applicable month, based on Energy Account/JMR issued by any Competent Authority. The Monthly Bill issued by SECI shall include the following

- i) Bill for solar power supplied in the Month;
- ii) Adjustments (in case of any revision in JMR/Energy Account) against the Bill(s) based on Energy Accounts for Power Supplied in the preceding month(s);
- iii) Any other adjustments to cover changes in tariff of SECI Power, open access related charges and any other prior-period adjustments;
- iv) Late Payment Surcharge, if any; and
- v) Taxes, Duties, Levies etc. as applicable.

7.1.3 Billing Centre of SECI shall carry out billing and associated functions. SECI would submit the bills to the officer nominated by GUVNL.

7.1.4 GUVNL shall arrange payment of such Monthly Bill/ Supplementary Bill(s) at the designated account of SECI through Electronic Transfer. The date on which the amount stands credited in the bank account of SECI shall be considered as the date of payment for rebate or late payment surcharge in respect of such payment. The bill(s) of SECI shall be paid in full subject to the condition that:

- i) there is no apparent arithmetical error in the bill(s)
- ii) the bill(s) is/are claimed as per the Usage Charges

7.1.5 All payments made by GUVNL, shall be appropriated by SECI for amounts due from them in the following order of priority:

- i) towards Late Payment Surcharge, payable if any;
- ii) towards earlier unpaid usage charges starting from the longest overdue bill (s), if any;
- iii) towards the statutory dues like income tax, other tax, royalty etc. in the current bill (s); and



iv) towards the other charges in current Monthly Bill.

7.1.6 In case GUVNL disputes any amount, even then, GUVNL shall pay the entire undisputed amount and further, 85% of the disputed amount by the Due Date and file a written objection with SECI within 30 days of presentation of the bill, giving following particulars:

- i) Item disputed, with full details/data and reasons of dispute
- ii) Amount disputed against each item.

Provided that non-acceptance of Usage Charges shall not be a valid ground for dispute.

7.1.7 The amount of excess/shortfall with respect to the said 85% payment based on finally determined amount in line with Article 10 shall be paid / adjusted with the applicable late payment surcharge rate from the date on which the amount in dispute was payable / refundable.

7.2 **REBATE:**

For payment of any Bill on or before Due Date, GUVNL shall be allowed a rebate provided valid LC of requisite value as per Article 7.4/advance payment of estimated monthly bill is established by GUVNL in favour of SECI.

- a) A Rebate of 1.5 % shall be payable to GUVNL for the payments made within a period of five (5) days of the presentation of Bill through email.
- b) Any payments made after five (5) days of the date of presentation of bill through email up to the 30th day 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.

7.3 **LATE PAYMENT SURCHARGE:**

7.3.1 Late Payment Surcharge shall be payable on the outstanding payment as per the provisions of Late Payment Surcharge Rules, 2022 and subsequent amendments thereof.

7.4 **ESTABLISHMENT OF LETTER OF CREDIT (LC) AND PAYMENT SECURITY MECHANISM:**

7.4.1 GUVNL shall arrange and establish an irrevocable unconditional monthly revolving Letter of Credit (LC) of requisite value in favour of SECI with a public sector / scheduled commercial bank (as per list supplied by SECI) at least one month prior to the commencement of Energy supply from the first Module of the Solar PV Station.



- 7.4.2 The LC shall cover 110% of the one month's billing in respect of Energy supplied from the Solar PV Station to GUVNL.
- 7.4.3 The LC shall be established for a minimum period of one year. GUVNL shall ensure that LC remains valid at all times during the entire/extended validity of this Agreement. LC shall be renewed not later than 90 days prior to expiry of existing LC. LC must specify the manner and dates when bill(s) can be presented to Bank by SECI. The bills so presented by SECI to the Bank shall be paid on their presentation.
- 7.4.4 All costs and charges relating to opening and maintenance of LC shall be borne by GUVNL.
- 7.4.5 In case of drawal of the LC amount by SECI in accordance with the terms of this Article, the amount of LC shall be reinstated automatically not later than 7 days from such drawal. GUVNL shall arrange to furnish to SECI a certificate to this effect from Bank(s) providing LC. In the event LC is not reinstated within 7 days, SECI reserves the right to implement Regulation of Power Supply as per Article 7.6.
- 7.4.6 GUVNL agrees to ensure that the successor entities of GUVNL are duly notified of the above arrangements with SECI and shall be bound by the terms of this Agreement as if they are parties to this Agreement.
- 7.4.7 The LC negotiation charges are to be borne by respective parties for their respective banks. In case of invocation of LC, 100% of invocation amount to be received at SECI end without any deduction from bank in form of any charges.
- 7.4.8 In case of non-existence of TPA between Govt. of India, Govt. of Gujarat and RBI, GUVNL shall provide Payment Security Fund, which shall be suitable to support payment for at least 3(three) months billing.

7.5 REGULATION OF POWER:

- 7.5.1 Notwithstanding the obligations of GUVNL to pay all the dues as per this Agreement, in the event of default in opening/reinstatement of LC of requisite amount as per Article 7.4 in favour of SECI or non-payment of bills SECI shall be entitled to regulate the power as per the provisions of Late Payment Surcharge Rules, 2022 and subsequent amendments thereof.



8.0 TERMINATION AND DEFAULT

8.1 Events of Default:

8.1.1 SECI's Event of Default: The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by SECI:

- a. Failure to commission the project by scheduled commissioning date;
- b. Upon commencement of Power supply after COD/SCD whichever is later, failure to supply power for a continuous period of 90 days other than Force Majeure period.
- c. SECI fails to make any payment required to be made to GUVNL within three (3) months after the due date of a valid invoice raised by the GUVNL on SECI as per terms of this agreement.
- d. If SECI (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.
- e. If SECI 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 SECI is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to SECI and expressly assumes all obligations under this agreement and is in a position to perform them; or
- f. SECI repudiates this agreement and does not rectify such breach within a period of thirty (30) days from a notice from GUVNL in this regard; or.
- g. except where due to any GUVNL/Power User failure to comply with its material obligations, SECI is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by GUVNL/ Power User within thirty (30) days of receipt of first notice in this regard given by SECI.

8.1.2 GUVNL's Event of Default: The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by GUVNL:

- a. Failure or refusal by GUVNL to pay any portion of undisputed monthly bill for a period of 60 days after due date.
- b. GUVNL fails to evacuate power from the Delivery Points for a continuous period of 90 days.



- c. GUVNL 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.
- d. If GUVNL 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 GUVNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to GUVNL and expressly assumes all obligations under this agreement and is in a position to perform them.
- e. Where due to any GUVNL's/Power user's failure to comply with its material obligations, SECI is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the GUVNL/Power User within thirty (30) days of receipt of first notice in this regard given by SECI.

8.2 Termination:

- 8.2.1 **Termination for SECI Default:** Upon the occurrence of an event of default as set out in sub-clause 8.1.1 above, GUVNL may deliver a "Default Notice" to SECI in writing, with a copy to the representative of the lenders to SECI with whom SECI has executed the Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon SECI to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both GUVNL and SECI to remedy, GUVNL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

Upon being in default during the project execution as per article 8.1.1(a), SECI shall not be liable for disbursement of VGF from IREDA as per Clause X of the LOA issued to SECI dated 07.12.2021 for failure to commission within stipulated time. For other cases, the damages shall be as under.

- a. At the expiry of 30 (thirty) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, SECI shall have liability to make payment toward compensation to GUVNL equivalent to twelve (12) months' billing at contracted CUF or balance PUA period or actual default period whichever is less, of the charges for its contracted capacity.
- b. In addition to the levy of damages as aforesaid, in the event of a default by SECI,



the lenders shall be entitled to exercise their rights to seek substitution of SECI by a selectee, in accordance with the substitution agreement and in concurrence with GUVNL. However, in the event the lenders are unable to substitute SECI within the stipulated period, GUVNL may terminate the PUA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

8.2.2 Termination for GUVNL's Default: Upon the occurrence of an Event of Default as set out in sub-clause 8.1.2 above, SECI may deliver a Default Notice to GUVNL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon GUVNL to remedy the same. GUVNL with the prior consent of SECI may novate its part of the PUA to any third party (subject to adhering the terms and conditions as contained in RfS No 23016/1/2020-IREDA/RfS/5000 MW/012021), including its Affiliates within the period of 7 days following the expiry of notice period. Any clearances/NOCs required for such transfer shall be arranged by GUVNL by bearing all the applicable fee and charges. In the event the aforesaid novation is not acceptable to SECI, or if no offer of novation is made by the defaulting Procurer/ GUVNL within the stipulated period of 7 days, then SECI may terminate the PUA and at its discretion require the defaulting Procurer/ GUVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to SECI, damages, equivalent to average monthly billing of last twelve (12) months till firm arrangement for transfer of title of power from Solar PV Station is tied up firmly with alternate Distribution Licensee or End User; or balance PUA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by SECI.

In the event of such termination or novation of PUA, any damages or charges payable to GETCO/ CTU, for the connectivity of the plant, shall be borne by GUVNL.

"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

- i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project,



revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

- ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");
- iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PUA period is extended, but the revision on account of WPI shall continue to be made.

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;
- ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."



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9.0 Force Majeure

9.1 Force Majeure Events:

a) 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 (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) 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 SECI or GUVNL of any Law or any of their respective obligations under this Agreement);

v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;

vi) earthquakes, explosions, accidents, landslides; fire;

vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;

viii) chemical or radioactive contamination or ionizing radiation; or

ix) Exceptionally adverse weather condition which are in excess of the statistical measure as per industry standards

b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
2. Delay in performance of any contractor / sub-contractor or their agents;
3. Non-performance resulting from normal wear and tear experience in power generation materials and equipments;
4. Strike or Labour Disturbances at the facilities of affected parties;



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5. Insufficiency of finances or funds or the agreement becoming onerous to perform,
and
6. 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.
- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 15 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure 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 one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the 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.
- d) 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.
- e) 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.

9.2 Available Relief for a Force Majeure Event:

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.

For avoidance of doubt, neither Party's obligation to make payments of money due nor 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



The event specified at Article 9.1(a) above and consequent delay shall be treated as delay beyond the control of the parties and both parties shall be eligible for suitable time extension in the SCD.



10.0 AMICABLE SETTLEMENT AND DISPUTE RESOLUTION:

10.1 Amicable Settlement

- i) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:
 - a) a description of the Dispute;
 - b) the grounds for such Dispute; and
 - c) all written material in support of its claim.
- ii) The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article (i), furnish:
 - a) counter-claim and defenses, if any, regarding the Dispute; and
 - b) all written material in support of its defenses and counter-claim.
- iii) Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 8.1(i) if the other Party does not furnish any counter claim or defense under Article 8.1(ii) or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article, the Dispute shall be referred for dispute resolution in accordance with Article 10.2.

10.2 Dispute Resolution

In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be dealt with as per the provisions of the Electricity Act, 2003, i.e. shall be adjudicated by the Appropriate Commission in accordance with relevant section of the Electricity Act, 2003.



11.0 CHANGE IN LAW

11.1 "Change in Law" shall mean the occurrence of any of the following events after the date of signing this agreement i.e., 16.10.2023, resulting into any additional recurring/non-recurring expenditure by SECI or any income to SECI:

- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- b) a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c) the imposition of a requirement for obtaining any Consents, Clearances, Permits and/or licenses which was not required earlier;
- d) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of SECI;
- e) any statutory change in tax structure or any change in the rates of any taxes or introduction of any new tax made applicable for setting up of Solar Power Project and supply of power by SECI to GUVNL.

11.2 Further, "Change in Law" shall also mean any statutory change in tax structure or introduction of any new tax made applicable for setting up of Solar Power Project and generation of energy including change in any additional duties under Customs like Anti-Dumping Duty, Countervailing duty on subsidised articles, Safeguard duty etc. and any other taxes including GST, levies, cess etc. applicable on such additional duties resulting into any additional recurring/non-recurring expenditure by SECI or any income to SECI.

11.3 Further, it is clarified that by virtue of Notification No. 8 /2021 dated 30.09.2021, the GST rate for specified renewable energy devices and parts for their manufacture have increased from 5% to 12%. In this regard, the matter was examined at MNRE and considering change in GST rate as "Change in Law", the maximum usage charge has been revised to the Rs. 2.57 by MNRE, for Tranche-III of the CPSU Scheme phase-II. In case of any further Change in rate of GST post aforesaid notification no. No. 8 /2021 dated 30.09.2021, the same will be considered as Change in Law event and for occurrence of all other change in law events, cut-off date will be the date of signing this agreement i.e., 16.10.2023.



12.0 RELIEF FOR CHANGE IN LAW

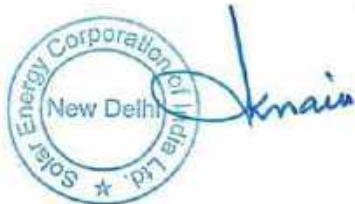
- 12.1 SECI shall be required to approach the Central Commission for seeking approval of Change in Law.
- 12.2 The decision of the Central Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on SECI and GUVNL/the Distribution Licensee.
- 12.3 While determining the consequence of Change in Law under Article 11, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through Monthly Usage Charge payments, to the extent contemplated in this Article 11, the affected Party to the same economic position as if such Change in Law has not occurred.
- 12.4 Relief for change in law will be dealt as per Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 and as amended from time to time.

13.0 IMPLEMENTATION OF THE AGREEMENT:

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents, unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post. Any other nomination of authorised representative(s) shall be informed likewise in writing to/by GUVNL within one month of signing of the Agreement. Notwithstanding any nomination, the General Manager (PT), SECI, or their authorised representative(s) at its Registered Office first above mentioned (6th Floor, Plate-B, Tower-2, NBCC Office Block Tower, East Kidwai Nagar, New Delhi, Delhi – 110 023) shall be authorised to act severally for and on behalf of SECI.

14.0 NOTICE:

All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to the other parties in terms of implementation of the agreement at Article 13 above.



15.0 EFFECTIVE DATE AND DURATION OF AGREEMENT:

The agreement shall come into effect for all purposes and intent from the date of signing of this Agreement. This agreement shall remain operative up to completion of twenty five (25) years from the date of declaration of Commercial Operation (COD) /Schedule Commissioning Date whichever is later of the Solar PV Station and may be extended on mutually agreed terms for further period or periods.

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 120 days after the Effective Date of the PUA, SECI shall obtain adoption of tariff from CERC and GUVNL shall obtain power procurement approval/PUA approval from its State Electricity Regulatory Commission, on the terms and conditions contained in this Agreement read. The Parties agree that in the event the order of adoption of tariff or power procurement approval/PUA approval as mentioned above is not issued by the Appropriate Commission within the time specified above, this shall entail a corresponding extension in the Scheduled Commissioning Date of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline.

16.0 SUCCESSORS AND PERMITTED ASSIGNS:

16.1 Neither Party shall assign this Agreement nor shall any portion hereof, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, 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.

Provided however, no approval is required from GUVNL for the assignment by SECI 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.

In furtherance of the foregoing, GUVNL acknowledges that the Financing Documents may provide that upon an event of default by SECI under the Financing Documents, the Financing Parties may cause SECI to assign to a third party the interests, rights and obligations of SECI thereafter arising under this Agreement. GUVNL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause SECI 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 SECI thereafter arising under this Agreement.

- 16.2 In case the functions of GUVNL are reorganised and/or this Agreement is assigned to other organisation(s)/ agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor entities and shall continue to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities provided that the successor Administrators/organisation(s)/agency(ies) is/are owned or controlled by Government of India or the State Government.
- 16.3 If the successor entity is owned and controlled by Gol or any State Government such successor entity(ies) who fulfil the initial requirements as defined in aforesaid CPSU Scheme and execute the requisite documents shall be termed as the permitted assigns.
- 16.4 In other cases, SECI shall have the right to terminate this Agreement. In the event of termination of this Agreement, GUVNL shall be liable and continue to pay Usage Charges equivalent to average monthly billing of last twelve months till firm arrangement for transfer of title of power from Solar PV Station is tied up firmly with alternate Entity/Distribution Licensee/End User or balance PUA period whichever is less.
- 16.5 GUVNL shall be responsible to ensure due fulfilment of the obligations by the End User in terms of this Agreement or under the CPSU Scheme.

17.0 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the Grid Code; and
- iii. the terms and conditions of this Agreement;

18.0 LIABILITY AND INDEMNIFICATION:

- 18.1 GUVNL shall indemnify, defend and hold SECI harmless against:
- 18.1.1 any and all third party claims against SECI 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 GUVNL of any of its obligations under this Agreement; and
- 18.1.2 any and all losses, damages, costs and expenses including legal costs, fines,



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penalties and interest actually suffered or incurred by SECI from third party claims arising by reason of a breach by GUVNL of any of its obligations under this Agreement, (provided that this Article 18 shall not apply to such breaches by GUVNL, for which specific remedies have been provided for under this Agreement).

18.2 SECI shall indemnify, defend and hold GUVNL harmless against:

18.2.1 any and all third party claims against GUVNL, 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 SECI of any of their obligations under this Agreement; and

18.2.2 any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by GUVNL from third party claims arising by reason of a breach by SECI of any of its obligations.

18.3 Procedure for claiming Indemnity

18.3.1 Third party claims

Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 18.1.1 or 18.2.1, the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 18.1.1 or 18.2.1 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i. the Parties choose to refer the dispute in accordance with Article 10.2; and
- ii. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

18.3.2 The Indemnified Party may contest the claim for which it is entitled to be Indemnified under Article 18.1.1 or 18.2.1 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.



An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

18.4 Indemnifiable Losses: Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 18.1.1 or 18.2.1, the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party.

18.5 Limitation on Liability

18.5.1 Except as expressly provided in this Agreement, neither GUVNL nor SECI nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of GUVNL(ies), the SECI or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

18.5.2 SECI shall have no recourse against any officer, director or shareholder of GUVNL or any Affiliate of GUVNL or any of its officers, directors or shareholders for such claims excluded under this Article. GUVNL shall have no recourse against any officer, director or shareholder of SECI, or any affiliate of SECI or any of its officers, directors or shareholders for such claims excluded under this Article.

18.6 Duty to Mitigate: The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 18.

19.0 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.



IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned above.

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| <p>FOR AND ON BEHALF OF POWER PRODUCER M/S. SOLAR ENERGY CORPORATION OF INDIA LIMITED</p> <p> अतुल्य कुमार नायक / Atul Kumar Naik महाप्रबंधक / General Manager विद्युत व्यापार और संचालन विभाग Power Trading & Control Department सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया लि. / Solar Energy Corporation of India Ltd. (भारत सरकार का उद्यम) / (A Govt. of India Enterprise) 6थी मंजिल, प्लेट-बी, एनबीसीडी कार्यालय ब्लॉक टावर-२, 6th Floor, Plate-B, NBCC Office Block Tower-2, पूर्व विन्डवर्ड नगर, नई दिल्ली-110023/East Windward Nagar, New Delhi-110023</p> <p>Authorised Signatory</p> <p>WITNESSES</p> <p>1.  (KAUSTUBH ROY GM-PROTECS, SECI)</p> <p>2.  (Sanjeev Singh DGM, PT SECI)</p> | <p>FOR AND ON BEHALF OF GUJARAT URJA VIKAS NIGAM LIMITED</p> <p> Hiren N Shah General Manager (RE) Gujarat Urja Vikas Nigam Limited Vadodara</p> <p></p> <p>GUJARAT URJA VIKAS NIGAM LTD.</p> <p>WITNESSES</p> <p>1.  (Vaishali Dalal Dy. Chief Accounts Officer Gujarat Urja Vikas Nigam Limited Vadodara)</p> <p>2.  (ARMIT H. CHAUHAN DEPUTY ENGINEER GVVNL)</p> |
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Annexure A

"Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)": CPSU Scheme.



Schedule I

Undertaking from CPSUs (Solar Power Developer) for Self-Use Or use by Govt. / Govt. entities

This has reference to Government Producer (Solar Power Developer) setting up the Solar Power Project of Capacity MW, at under CPSU Phase II Tranche III Scheme (IREDA LOA No 23016/1/2020-IREDA/RIS/5000 MW/012021/1412 Dated 07.12.2021).

The Electricity from the solar Power Plant is being used for consumption by Government /Government entities only and the usage charges for the electricity not more than Rs.2.57/kWh.

The details of which are given below:

1. MW power is being used by Government/Government entities through (Name of DISCOM, in case power is being used through DISCOM).

Signature of Authorized Signatory with Stamp

