

BEFORE THE ODISHA ELECTRICITY REGULATORY COMMISSION,
BIDYUT NIYAMAK BHAWAN.
PLOT No-4, CHUNOKOLI, SHAILASHREE VIHAR, BHUBANESWAR-751021

Case No _____ of 2024

IN THE MATTER OF: Petition filed by TPCODL on behalf of all the four Discoms of Odisha under Section 86 (1) (a) of the Electricity Act, 2003 for determination of Feed-In-Tariff under KUSUM- A scheme.

And
IN THE MATTER OF: TP Central Odisha Distribution Ltd (TPCODL), TP Western Odisha Distribution Ltd (TPWODL), TP Northern Odisha Distribution Ltd (TPNODL) , TP Southern Odisha Distribution Ltd (TPSODL)--- represented by Chief -Regulatory & Enforcement of TPCODL , Corporate Office, Power House, Unit 8, Bhubaneswar- 751 012.

...Petitioner

IN THE MATTER OF: The Chief Executive Officer
Odisha Renewable Energy Development Agency (OREDA)
Address S-3/59, Mancheswar Industrial Estate Bhubaneshwar- 751010
M/s GRIDCO Ltd
Janpath, Bhubaneshwar 751022
Department of Energy, Government of Odisha
Kharavel Bhavan Bhubaneshwar 751001
All concerned Stakeholders



...Respondents

06 JUL 2024

Affidavit

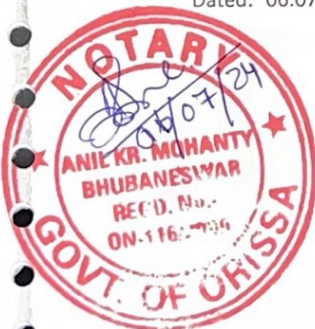
I, Bharat Kumar Bhadawat, aged about 53 son of late Shankar Lal Bhadawat residing at Bhubaneswar do hereby solemnly affirm and say as follows:

1. I am the Chief-Regulatory & Enforcement of TP Central Odisha Distribution Ltd. the Petitioner in the above matter and I am duly authorized to swear this affidavit on behalf of above petitioners.
2. The statements made in the submission herein shown to me are based on information provided to me and I believe it to be true.

Bhubaneswar.
Dated: 06.07.2024

Bharat Kumar Bhadawat

(Bharat Kumar Bhadawat)
Chief-Regulatory & Enforcement



The Deponent above named being duly
Identified by Sri. *P.R. Mohanty*
Advocate at appears before me
dt. *06/07/24* at about *5.22* A.M.
P.M. and states on oath that the contents
of this affidavit are true to the best of
his/her knowledge

Anil Kumar Mohanty
06/07/24

ANIL KUMAR MOHANTY
NOTARY, BBS:
REGD. No.-ON-116-2024

Identified by
[Signature]
or te

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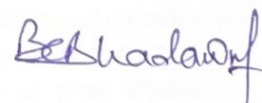
Department of Energy, Government of Odisha
Kharavel Bhavan Bhubaneswar 751001

All concerned Stakeholders

....Respondents

A. KUSUM-A Scheme and Progress

1. Government of India has taken various policy measures to increase the installed power generation capacity from non-fossil fuel sources by 2030. To provide energy and water security to farmers and enhance their income, de-dieselize the farm sector, and reduce environmental pollution, the Government of India launched PM-KUSUM on 08.03.2019. A Copy of the Order is enclosed as **Annexure-1**.
2. During 2020-21, the scheme was scaled-up and expanded from its pilot stage and notified with due approval of Ministry of Finance , Government of India vide Notification No 32/645/2017- SPV Division dated 1.8.2022 the scheme was extended till March 2026. The copy of the said letter/notification is attached as **Annexure-2**.
3. The various schemes under KUSUM proposed by the Government of India are as given below:



i. *Component-A*: Setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants by the farmers on their land;

ii. *Component-B*: Installation of 14 Lakh Stand-alone Solar Agriculture Pumps; and

iii. *Component-C*: Solarisation of 35 Lakh Grid Connected Agriculture Pumps including through feeder level solarisation.

4. Key features of KUSUM-A Scheme –

- This Component aims at setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants by farmers on their land.
- Solar or other Renewable Energy based Power Plants (REPP) of capacity of 500 kW to 2 MW will be setup by Renewable Power Generator (RPG).
- The REPP will be preferably installed within five km radius of the sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses.
- The total energy purchased from these RE plants will be accounted for Renewable Purchase Obligation (RPO) under Decentralized Renewable Energy (DRE) category by the DISCOM.
- The REPP under the scheme would be installed by the farmers on his own land either directly by himself or in partnership with group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/Water User associations (WUA), or through a developer.
- The renewable power generated will be purchased by DISCOMs at the pre-fixed levelized tariff.
- DISCOM will be eligible to get Performance Based Incentive (PBI) @ Rs. 0.40 per unit purchased or Rs. 6.6 lakh per MW of capacity installed, whichever is less, for a period of five years from the COD.

Progress in the State :

5. **Total Sanction:** 500 MW . A copy of the letter is enclosed as **Annexure-3**.
6. **Progress:** NIL because of low feed in tariff at the rate of Rs 3.08/kWh

B. Background

7. Earlier M/s OREDA was the implementation agency for KUSUM-A scheme across the state of Odisha.
8. Against the petition filed by M/s OREDA (Case 82/2018), for determination of feed-in –tariff for sale of power to GRIDCO/DISCOMs from the solar plants set up by farmers under the scheme, the Hon'ble Commission had approved a levelized tariff of Rs. 3.08 per kwh for 25 Years vide Order dated 20.12.2019. Copy of order attached as **Annexure-4**.

Beeswax

9. OREDA invited (Notification No 1748 dated 10.05.2021) Request for Proposal from eligible entities for setting up solar power projects within 5 km radius of identified primary substations. Although OREDA shortlisted 5 bidders and issued LOAs to 3 of them (during March 2022) for a total capacity of 8.5 MW, none of the bidders submitted the BGs. The bidders rather requested for revision of the tariff in view of the revised tax structure and increased costs of the components.
10. OREDA then filed another petition (Case 100 / 2022) before the Hon'ble Commission requesting to enhance the tariff to Rs. 3.33/kWh.
11. The Hon'ble Commission Vide order in case No 100/2022, preferred to dismiss the above review petition stating that the original order purely based on the agreement between OREDA and GRIDCO and solar tariffs determined through competitive bidding are even less than Rs 3.00/kWh. Copy of order attached as **Annexure-5**.
12. Vide Notification No. 2093 dated 20.02.2023 of Department of Energy, Govt. of Odisha, the four DISCOMs of the State i.e. TPCODL, TPWODL, TPSODL and TPNODL were declared as the Implementing Agencies for component -A of PM-KUSUM Scheme. Copy of notification attached as **Annexure-6**.
13. Considering the non-response from farmers because of low tariff, on behalf of all four DISCOMs TPCODL initiated a process of competitive bidding in the month of Dec 2023 so that a market based tariff is discovered and put up before the Hon'ble Commission for their considered views.
14. Four bidders participated in tendering process and post reverse auction and subsequent negotiation, the discovered tariff is **Rs. 4.40 per kwh**. The minutes of the meeting (MoM) of the mentioned final discovered tariff is enclosed as **Annexure-7** to this submission.
15. In the meeting held on PM-Suryaghar Muft Bijli Yojana scheme and PM KUSUM Scheme under the chairmanship of Principal Secretary to Govt. of Odisha, Department of Energy it was directed that the Discoms would file a petition before the Hon'ble Commission for approval of discovered tariff under KUSUM-A and Feeder level solarization scheme of KUSUM-C. The MoM of this meeting is enclosed as **Annexure-8**.

C. New and Important events that have occurred since the issue of Orders in Case 82/2018 and Case 100 /2022

16. Following new and important events have occurred which were not there at the time of above referred orders.

B. B. Madan

- I. M/s OREDA was the implementing agency at the time of approval of Original Feed-In-Tariff of Rs. 3.08 per kWh. However, the situation have changed now with the Discoms becoming implementation agency vide Dept. of Energy, GoO's notification 2093 dated 20.02.2023.
- II. Significant time gap since approval of Original Feed-In-Tariff in 2019.
- III. Various factors e.g. increase in Custom Duty to 25% & 40% for Solar cells and modules w.e.f. 1.04.2022, increase in GST, implementation of Approved List of Models and Manufacturers (ALMM) etc. have caused increase in capital cost since the approval of original Feed-In-Tariff in 2019.
- IV. The scheme and in particular the Feed-In-Tariff approved in 2019 have not been able to create much interest among the farmers resulting in lukewarm response and not much significant progress of the scheme.
- V. The PM-KUSUM Scheme has been extended till 31.03.2026 vide Notification No 32/645/2017- SPV Division of Ministry of New and Renewable Energy , Government of India dated 1.8.2022
- VI. Competitive bidding done by the Discoms have discovered the tariff reflecting the current market conditions. The lowest tariff that has been discovered through the competitive bidding process is **Rs. 4.40 per kwh**.

D. Approval of PPA

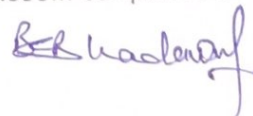
17. Under this scheme a PPA needs to be signed between GRIDCO Ltd. and the SPGs for purchase of power. A draft model PPA in this regard has been prepared and enclosed as **Annexure-9** for approval of the Hon'ble Commission.

E. Other Methodology

18. Other methodology for implementation of the scheme will be as per MNRE guideline as released from time to time or as decided by the Hon'ble Commission.

F. Prayers

1. TPCODL on behalf of all the Discoms prays for the following before the Hon'ble Commission
 - a) The Feed-In-Tariff of **Rs.4.40 per kwh** discovered through competitive bidding may kindly be approved.
 - b) The above approved tariff shall be considered as the pre-determined tariff for invitation of EoI for setting up solar power plants under PM-KUSUM Component A across the state.



- c) Approval for signing of the PPA between M/s GRIDCO Ltd. and the Solar Power Generators (SPGs) for purchase of power injected to the network.
- d) Approval of the draft model PPA attached along with this petition.
- e) Pass any other direction it deems fit.

No. 32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy

Annexure -1

Block No. 14, CGO Complex,
Lodhi Road, New Delhi-110003

Dated: 08 March 2019

ORDER

Subject: Scheme for farmers for installation of solar pumps and grid connected solar power plants.

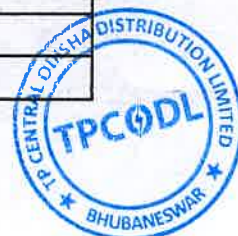
The sanction of the President of India is hereby accorded for a scheme for farmers for installation of solar pumps and grid connected solar and other renewable power plants in the country. The scheme aims to add solar and other renewable capacity of 25,750 MW by 2022 with total central financial support of Rs. 34,422 Crore including service charges to the implementing agencies.

2. The Scheme consists of three components:
 - i. Component A: 10,000 MW of Decentralized Ground Mounted Grid Connected Renewable Power Plants of individual plant size up to 2 MW.
 - ii. Component B: Installation of 17.50 lakh standalone Solar Powered Agriculture Pumps of individual pump capacity up to 7.5 HP.
 - iii. Component C: Solarisation of 10 Lakh Grid-connected Agriculture Pumps of individual pump capacity up to 7.5 HP.
3. Components A and C of the Scheme will be implemented in Pilot mode till 31st December 2019. The Component B, which is a ongoing sub-programme, will be implemented in entirety without going through pilot mode. The capacities to be implemented under pilot mode for the Components A and C are as follows:
 - i. Component A: Commissioning of 1000 MW capacity of ground/ stilt mounted solar or other renewable energy source based power projects
 - ii. Component C: Solarization of 1,00,000 grid connected agriculture pumps

On successful implementation of pilot run of Components A and C of the Scheme, these components would be scaled-up, after getting necessary approval.

4. Financial outlay for implementation of Component A and Component C in pilot mode and full-fledged implementation of Component B are given below:

Total Project Capacity	:	10,000 MW
Total Central Financial Assistance (CFA)	:	Rs. 18,667.5 Crore
Service Charges	:	Rs. 369 Crore
Total Central Financial Support	:	Rs. 19,036.5 Crore



On successful completion of pilot run of Component A and Component C, additional central financial support required for scaling-up of these components is given below:

Additional Project Capacity for scaling-up of Component A and Component C	:	15,750 MW
Total CFA	:	Rs. 15,120 Crore
Service Charges	:	Rs. 265.5 Crore
Total Central Financial Support	:	Rs. 15,385.5 Crore

5. The above-mentioned financial requirement for implementation of Component A and Component C in pilot mode and full-fledged implementation of Component B, Rs. 10,000 Crore are proposed to be provided through Gross Budgetary Support (GBS) and balance Rs. 9,036.5 Crore through Extra Budgetary Resources (EBR). The financial requirement of Rs. 15,385.5 Crore for scaling-up of Component A and Component C after successful completion of pilot run will be met entirely through EBR.

6. Year wise CFA requirement and break up between GBS (Gross budgetary Support) and EBR (Extra Budgetary Sources) considering the pilot run of Component A and Component C and full-fledge implementation of Component B are mentioned below:

(Rs. in Crore)

Year	Funds required for Component			Total Requirement	Funds through	
	A	B	C		GBR	EBR
2019-20	35.5	900	600	1535.5	1535.5	0
2020-21	66	2000	777	2843	2000	843
2021-22	66	5000		5066	2000	3066
2022-23	66	5000		5066	2000	3066
2023-24	66	4427		4493	2464.5	2028.5
2024-25	33	0	0	33		33
Total	332.5	17,327	1,377	19,036.5	10,000	9,036.5

Year-wise requirement of additional funds through EBR for scaling-up of Component A and Component C after success of pilot run are mentioned below:

(Rs. In Crore)

Year	Funds required for Component		Total Requirement to be funded through EBR
	A	C	
2020-21	106.5	500	606.5
2021-22	304.5	4000	4304.5
2022-23	502.5	4000	4502.5
2023-24	594	3893	4487
2024-25	594	0	594
2025-26	495	0	495
2026-27	297	0	297
2027-28	99	0	99
Total	2,992.50	12,393.00	15,385.50



7. The detailed Operational Guidelines for implementation of the Scheme will be issued separately.

8. This is issued in exercise of delegated powers conferred to this Ministry and with the concurrence of IFD vide Dy. No. 579 dated 07.03.2019.


(Shobhit Srivastava)
Scientist-C

To

1. All Central Ministries and Departments;
2. ACS/Principal Secretaries/Secretaries(Renewable Energy/Energy/Power) of all States/UTs
3. Discoms/State Nodal Agencies of all States/UTs
4. Principle Director of Audit, Scientific Audit-II, DGACR Building, I.P. Estate, Delhi
5. Pay and Accounts Officer, Ministry of New and Renewable Energy, New Delhi

Copy to:

1. PS to Hon'ble Minister for Power and New & Renewable Energy
2. PPS to Secretary/AS/AS&FA, MNRE
3. All Advisers & Group Heads
4. Director (NIC) to upload this on the Ministry's website
5. Sanction folder


(Shobhit Srivastava)
Scientist-C



Annexure-2

No. 32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi-110003
Dated: 1 August 2022

ORDER

Subject: Extension of Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM).

This is in continuation to Order of even number dated 08 March 2019 regarding issuance of administrative approval of Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM) and Order of even number dated 04 November 2020 regarding scale-up and expansion of the PM-KUSUM. Implementation Guidelines of the PM-KUSUM were issued vide OM dated 22.07.2019. Further, implementation guidelines for Component-C were issued on 08.11.2019 and for Feeder Level Solarization on 04.12.2020. Based on the feedback received from the stakeholders, amendments have been issued to these Guidelines from time to time.

2. The PM-KUSUM Scheme has been extended till 31.03.2026, with targets under the three components remaining unchanged and allowing inter-se transfer of quantities across Component-B and Component-C.
3. Along with the extension, the following amendments have been made to the implementation Guidelines of the Scheme:
 - i. Under Component-B and Component-C of the Scheme, Central Financial Assistance (CFA) will be available for pump capacity up to 15 HP to the individual farmers in the North-eastern States; UT's of Jammu & Kashmir and Ladakh; and the States of Uttarakhand and Himachal Pradesh. However, the CFA for pumps up to 15 HP will be restricted to 10% of the total installations.
 - ii. The condition of the domestic content requirement for solar cells has been waived off for the feeder level solarization under Component-C for the projects awarded by the implementing agency on or before 20.06.2023.
 - iii. Budgetary allocation of Rs. 10,000 Crore approved by CCEA will be utilized before accessing the extra-budgetary resources.
4. This Order is issued with the approval of the Competent Authority.


(Jeevan Kumar Vethani)
Sr. Director/Scientist-F

To

1. All Central Ministries and Departments;
2. Principle Director of Audit, Scientific Audit-II, DGACR Building, I.P. Estate, Delhi
3. ACS/Principal Secretaries/Secretaries (Energy Departments) of all States/UTs



4. State Implementation Agencies for all three components in all States
5. Pay & Accounts Officer, MNRE
6. Indian Banks Association (IBA)

Copy to:

1. PS to Hon'ble Minister for Power and New & Renewable Energy
2. Sr. PPS to Secretary, MNRE/ Sr. PPS to AS, MNRE/ PPS to JS & FA, MNRE/ PPS to JS(Solar), MNRE
3. All Advisers & Group Heads
4. Director (NIC) to upload this on the Ministry's website
5. Hindi section for Hindi version
6. Sanction folder

1/6/22
(Jeevan Kumar Jethani)
Sr. Director/Scientist-I



Block No.14, CGO Complex
Lodi Road, New Delhi 110003
Dated: 13 January 2021

ORDER

Annexure-3

Subject: Sanction of Decentralised Grid Connected Solar Power Plants under Component-A of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) for FY 2020-21

With reference to demand received from various States for Decentralised Grid Connected Solar Power Plants under Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) Scheme for FY 2020-21, I am directed to convey the sanction of President of India for following capacities to State Implementing Agencies (SIAs)/ Electricity Distribution Companies (Discoms) under Component-A of PM KUSUM Scheme:

S. No.	State Implementation Agency (SIA)/ Electricity Distribution Company (Discom)	Capacity sanctioned (MW)
1	BSES Rajdhani Power Limited (BRPL), Delhi	37
2	Tata Power Delhi Distribution Limited (TPDDL), Delhi	25
3	Gujarat Energy Development Agency	500
4	Goa Energy Development Agency	10
5	Uttar Haryana Bijli Vitran Nigam Limited	20
6	Dakshin Haryana Bijli Vitran Nigam Limited	20
7	HIMURJA, Himachal Pradesh	10
8	Jammu and Kashmir Energy Development Agency (JAKEDA)	5
9	Jharkhand Bijli Vitran Nigam Ltd (JBVNL)	50
10	Bangalore Electricity Supply Company (BESCOM)	400
11	Chamundeshwari Electricity Supply Corporation (CESC), Mysore	100
12	Kerala State Electricity Board (KSEB)	30
13	Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)	300
14	Maharashtra State Electricity Distribution Company Limited (MSEDCL)	500
15	Meghalaya Energy Corporation Limited (MeECL)	5
16	Odisha Renewable Energy Development Agency (OREDA)	500
17	Electricity Department, UT of Puducherry	7
18	Punjab Energy Development Agency (PEDA)	220
19	Rajasthan Urja Vikas Nigam Limited (RUVNL)	875*
20	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)	75
21	Telangana State Southern Power Distribution Company Limited (TSSPDCL)	300



22	Telangana State Northern Power Distribution Company Limited (TSNPDCL)	200
23	Tripura State Electricity Corporation Limited (TSECL)	5
24	Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA)	150
	Total	4344

* Sanctioned capacity for Rajasthan includes additional capacity of 375 MW requested by the State during FY 2019-20.

2. The project commissioning timeline shall be as mentioned in the Guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan issued vide order no. 32/645/2017-SPV Division dated 22.07.2019 and amendments thereof. SIAs/ Discoms shall submit progress reports and completion reports on the online portal for PM-KUSUM Scheme.
3. SIAs/ Discoms shall follow all the terms and conditions stipulated in the Guidelines of the above mentioned Scheme issued vide Order no. 32/645/2017-SPV Division dated 22.07.2019 and amendments thereof.
4. SIAs/ Discoms shall carry out various activities as mentioned under Section on Responsibilities of State Implementation Agency under Component-A of the Guidelines.
5. Concerned SIA or Discom(s), as the case may be, will be eligible to get Procurement Based Incentive (PBI) @ Rs. 0.40 per unit purchased or Rs. 6.6 lakh per MW of capacity installed, whichever is less, for a period of five years from the COD. SIAs shall submit requisite documents as mentioned in the Scheme Guidelines after completion of one year from the COD and every year thereafter till five years.
6. Concerned State Nodal Agency (SNA) will coordinate with State Government, SIA/ Discom(s) and farmers for implementation of the scheme. SNAs will assist the farmers in project development activities including formulation of DPR, PPA/EPC contracts, getting funds from financial institutions, etc. SNAs will be eligible to get service charge of Rs.0.25 Lakh per MW after commissioning of the projects.
7. SIAs/ Discoms shall be liable for recovery of the whole or part amount of the CFA, with applicable penal interest, in case of non-compliance of the provisions of the Scheme/Sanction.
8. In terms of Rule 230 (7) of GFR 2017 and instructions of DoE, SIAs/ Discoms shall record the receipt of incentives and the expenditure therefrom in the EAT module of PFMS.
9. In terms of the Rule 230 (1) of GFR, concerned SIA/ Discom(s) will certify that they have not obtained or applied for grants for the same purpose or activity from any other Ministry or Department of the Government of India or State Government.
10. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of concerned SIA/Discom(s) shall be open to inspection by the sanctioning authority and audit (both by CAG of India and Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.
11. SIAs/ Discoms will furnish year wise Utilization Certificate (UC) in the prescribed format of GFR-12(A) and Audited Statement of Expenditure (ASoE) along with detailed progress report periodically as per provisions of the scheme.



12. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 01 & Page No. 51 in the Expenditure Register of this Division.

13. This issues with the approval of Competent Authority.


(Shobhit Srivastava)
Scientist D

Phone No: 011-24360707/1016

To

Concerned SIAs/ Discoms/ SNAs for Component-A of PM-KUSUM Scheme

Copy to:

1. Principal Director of Audit, Scientific Dept., DG, ACR Building, IP Estate, N. Delhi
2. AG, CW & M.II (Science Audit), AGCR Building, New Delhi
3. Pay and Accounts Officer, MNRE
4. IFD, MNRE
5. Sanction folder



GOVERNMENT OF ODISHA
ENERGY DEPARTMENT

NOTIFICATION

No. 2093 /En., Bhubaneswar, dt. 20th February, 2023
PT2-ENG-HYD-HYDRO-0022-2019

The four distribution companies (DISCOMs) of the State namely TP Central Odisha Distribution Limited, TP Western Odisha Distribution Limited, TP Northern Odisha Distribution Limited, and TP Southern Odisha Distribution Limited are hereby declared as the Implementing Agencies in respect of Component-A of PM-KUSUM.

By order of the Governor,

20/2/2023

Additional Chief Secretary to Government

12/23
Memo No. 2094 /En., Dated 20.02.2023

Copy forwarded to the Private Secretary to Hon'ble Chief Minister, Odisha/ Private Secretary to Minister, Energy, Industries and MS&ME for kind information of Hon'ble Chief Minister and Hon'ble Minister respectively.

20/2/23
FA-cum- Additional Secretary to Govt.

Memo No. 2095 /En., Dated 20.02.2023

Copy forwarded to the OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-ACS / OSD to Additional Chief Secretary, Energy Department for kind information of Chief Secretary, DC-cum- Additional Chief Secretary and Additional Chief Secretary, Energy Department respectively.

20/2/23
FA-cum- Additional Secretary to Govt.

Memo No. 2096 /En., Dated 20.02.2023

Copy forwarded to the Additional Secretary to Government, Ministry of New and Renewable Energy, Government of India, New Delhi for information and necessary action.

20/2/23
FA-cum- Additional Secretary to Govt.

Memo No. 2097 /En., Dated 20.02.2023

Copy forwarded to all Departments of Government / Board of Revenue, Odisha, Cuttack / All Revenue Divisional Commissioners / All Heads of Departments / All Collectors for information and necessary action.



Memo No. 2098 /En., Dated 20.02.2023

Copy forwarded to the Chief Executive, OREDA for information and necessary action. The Chief Executive OREDA is requested to transfer of the details regarding land already aggregated by OREDA to the concerned DISCOMS.

FA-cum- Additional Secretary to Govt.

Memo No. 2099 /En., Dated 20.02.2023

Copy forwarded to the Chairman, OHPC, Bhubaneswar / CMD, OPTCL, Bhubaneswar / Secretary, OERC, Bhubaneswar / EIC(Elec.)-cum-PCEI, Odisha, Bhubaneswar / MD, GRIDCO, Bhubaneswar / CEO, GEDCOL, Bhubaneswar / CEO, OCPL, Bhubaneswar / CEO, TPCODL, Bhubaneswar / CEO, TPNODL, Balasore / CEO, TPSODL, Berhampur / CEO, TPWODL, Burla for information and necessary action.

FA-cum- Additional Secretary to Govt.

Memo No. 2100 /En., Dated 20.02.2023

Copy forwarded to the Accountant General (A&E), Odisha, Bhubaneswar for information and necessary action.

FA-cum- Additional Secretary to Govt.

Memo No. 2101 /En., Dated 20.02.2023

Copy forwarded to all Officers of Energy Department for information and necessary action.

FA-cum- Additional Secretary to Govt.

Memo No. 2102 /En., Dated 20.02.2023

Copy forwarded to Computer Cell of Energy Department / State Portal of IT Cell, Lok Seva Bhawan, for information and necessary action. They are requested to host the Notification in the Government portal for wide publication.

FA-cum- Additional Secretary to Govt.



**ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAWAN
PLOT NO.-4, CHUNUKOLI, SHAILASHREE VIHAR
BHUBANESWAR - 751 021**

Annexure-4

**Present: Shri U. N. Behera, Chairperson
Shri S. K. Parhi, Member**

Case No. 82/2018

OREDA

Vrs.

GRIDCO & Others

..... Petitioner

..... Respondents

In the matter of: Application under S. 86(1)(a) for determination of Feed-In-Tariff for sale of Solar Power to GRIDCO/DISCOMs by Farmers/co-operatives/Panchayats/other Developers who would set up Decentralised Ground Mounted Grid-connected Solar Power Plants of capacities ranging between 0.5 – 2.0 MW in their barren lands under the 'Kisan Urja Suraksha Evam Utthan Mahabhiyan' (KUSUM) Scheme launched by the Ministry of New and Renewable Energy (MNRE), Govt. of India.

For Petitioner: Mr. Ashok Kumar Choudhury, Dy. Director (Technical-II), Ms. Sujata Das, Programme Assistant, OREDA.

For Respondents: Mr.S K Mohanty, GM, OPTCL, Mr. Laxminarayan Padhi, Sr. Scientist, S & T Department, GoO, Mr.S S Nayak, CGM(PP), GRIDCO, Sasmita Patajoshi, AGM(RE), GRIDCO, Mr. P K Mishra, CLD, SLDC, Ms. S Pattanaik, Dy. Manager (Legal), DoE, GoO are present. Nobody is present on behalf of GEDCOL, CESU, NESCO Utility, SOUTHCO Utility and WESCO Utility.

ORDER

Date of hearing: 20.08.2019

Date of order:20.12.2019

1. This petition has been filed by OREDA before the commission to determine a suitable tariff for purchase of solar power by GRIDCO/DISCOMs from solar power plants having installed capacity ranging between 0.5MW-2.0MW developed by Farmers/Cooperatives/Panchayats/other Developers in their barren lands and power evacuated at 33/11KV rural substations within a radius of 5KM from the point of generation under the 'Kisan Urja Suraksha Evam Utthan Mahabhiyan' (KUSUM) Scheme launched by the Ministry of New and Renewable Energy (MNRE), Govt. of India. The petitioner stated that the Ministry of New and Renewable Energy (MNRE), Govt. of India has formulated the scheme KUSUM with a objective of promoting the following:



- a. Decentralized Ground Mounted Grid Connected Solar Power Plants of capacities ranging between 0.5-2.0 MW through Farmers/ Cooperatives/ Panchayats/ other Developers on their barren/unused lands.
 - b. Stand-alone off-grid Solar water Pumps to fulfil irrigation need of farmers not connected to the grid.
 - c. Solarization of existing grid connected agricultural pumps to make farmers independent of grid supply and also enable them to sell surplus power to DISCOMs.
 - d. Solarization of Tube wells, Lift Irrigation Projects, Drinking water projects in Government sector;
2. The petitioner further stated that the other features of KUSUM for the implementation of the scheme in the state include the following:
- The scheme is proposed to be implemented during FY 2018-19 to FY 2021-22;
 - The Ground Mounted Grid Connected Solar Power Plants as mentioned above will be installed within 5KM radius of 33/11 KV sub-stations in rural areas;
 - The Solar Power generated from these plants will be purchased by DISCOMs at Feed-In-Tariff(FIT) as determined by the respective State Electricity Regulatory Commissions;
 - Government of India will provide Procurement Based Incentive (PBI) to the DISCOMs @ Rs.0.50/kWh or Rs.8.25 Lakhs/MW/Year, whichever is lower for buying solar power under the scheme over a period of 6 years;
3. The petitioner also stated that the Government of Odisha is inclined to implement KUSUM in the state which apart from meeting the objectives of the scheme is likely to support generation of more solar power leading to tail end voltage improvement and fulfilling RPOs of GRIDCO. To discuss the implementation modalities of the scheme an inter-departmental meeting was held under the Chairmanship of Principal Secretary, Science and Technology Department, Govt. Of Odisha, on 22.11.2018 which was attended by the representative of Energy Department, GRIDCO, GEDCOL and OREDA. In the said meeting the following was resolved.
- a. OREDA, as the state Nodal Agency for Renewable Energy shall implement KUSUM in the state;



- b. Pending formal demand aggregation the Ministry may be requested for a preliminary target of 200 MW of solar power under the programme;
 - c. Determination of Feed-In-Tariff is a must without which the scheme cannot be implemented in the State.
 - d. The Suo Motto draft tariff petition of the Commission for the third control period stipulates purchase of solar power only through the bidding route and as such does not specify any Feed-In-Tariff.
 - e. OREDA to file a petition before the Odisha Electricity Regulatory Commission to determine a Feed-in-Tariff (FIT) for purchase of power from the solar power plants installed under the scheme;
4. Citing the technical and financial parameters determined by the Commission for the second control period and the prevailing bench mark costs fixed by the MNRE, GoI for grid connected solar power plant of 0.5 MW capacity the petitioner has proposed an indicative tariff of Rs 5.45/kwh.
5. The petitioner therefore prayed to the commission to determine a suitable Feed-In-Tariff for the purchase of solar power by GRIDCO/DISCOMs from such power plants as in absence of such tariff the scheme will become non-implementable and farmers of Odisha cannot avail the advantage of this scheme. The determination of such Feed-In-Tariff will facilitate demand aggregation by OREDA through Expressions of Interest and proposal to MNRE, GoI to fix annual targets. Power procured by GRIDCO from these renewable plants will be accounted towards GRIDCO's RPO targets. Commission may decide suitable Feed-in-Tariff for the generated power from such renewable power plants by GRIDCO by conducting prudent check.
6. The respondent CESU in its reply filed before the commission has stated the following:
- Under the existing Bulk Supply Agreements with GRIDCO Ltd. the Distribution Utilities of Odisha are under obligation to purchase power solely from GRIDCO, as it is the designated agency to purchase power from all generators of the State.
 - As per Odisha renewable Energy Policy, 2016 GRIDCO shall have the first right of refusal to procure power from the solar projects at the tariff discovered through competitive bidding process with due approval from OERC.



- At present all the renewable power purchase obligation lies with GRIDCO following the single buyer model. If power purchase obligation regarding solar power will lie with the DISCOM, the tariff may be determined by the Commission, considering the viability of DISCOM, through hearing process.
 - As per different articles published in current financial year by different e-media regarding solar tariff, the solar power tariff has been discovered below Rs.3.00 per Kwh. KERC announced a revised tariff of Rs.3.08 per unit for rooftop solar plants for domestic consumers with capital subsidy. The auctions conducted in Rajasthan, Gujarat and Karnataka have fetched competitive prices of Rs.2.44, Rs.2.65 and Rs.2.95 per unit respectively.
7. CESU further submitted the Generic power purchase rates approved in the tariff order of different Regulatory Commissions regarding solar tariff which are as follows:
- **Tamil Nadu Electricity Regulatory Commission-** Solar power tariff is Rs.3.11 per unit for Solar PV projects for the FY 2018-19.
 - **Karnataka Electricity Regulatory Commission-** The generic tariff for grid connected solar projects of less than 5 MW is Rs 3.05 per unit and for grid connected solar projects of less than 1 MW is Rs 2.67 per unit with capital subsidy for the FY-2018-19.
 - **Maharashtra Electricity Regulatory Commission-** The generic tariff for Solar Roof top PV projects is Rs 3.22 for the FY 2018-19.
8. CESU further stated that the commission may determine feed-in-tariff considering the fact that India is witnessing a downward trend of solar tariff discovered through competitive bidding process and in the recent past it is discovered as low as Rs.2.50 per unit. A combination of factors of low module prices, loans at cheap rates of interest, location of projects and return spread over an average of 25 years have led to continuously decreasing tariff rates to the extent of Rs.2.44 per unit in year 2018.
9. CESU suggested that the feed-in-tariff may be considered to be equal to Average Power Purchase Cost (APPC) i.e. Rs.2.59 per unit for the FY 2018-19 as approved by the Commission or may be equal to Bulk Supply Price of GRIDCO Ltd for CESU i.e. Rs.2.74 per unit as has been decided for the FY- 2018-19. In case the determined feed-in-tariff exceeds the power purchase cost of CESU from GRIDCO (Bulk Supply Price of GRIDCO Ltd of the relevant year), for sustainability of CESU, either this should be passed to the retail supply tariff or the price of BSP of GRIDCO should match with



solar feed-in-tariff. However in such evaluation, the additional Procurement Base Incentive (PBI) should also be a part for compensating the difference as has been done by Government of India. CESU also submitted that separate feeders may be constructed where the generated solar power may be directly injected into the 33/11KV S/S for better utilization of power, safety and system stability.

10. **Department of Science & Technology, GoO in its reply to the petition** suggest the following:

- The ground mounted grid connected solar power plants as mentioned above will be installed within 5 KM radius of 33/11 KV substations in rural areas.
- The solar power generated from these plants will be purchased by DISCOMs at Feed-in-Tariff (FIT) as determined by the respective State Electricity Regulatory Commission.

11. The reply further stated that an inter-departmental meeting was held under the Chairmanship of Principal Secretary, S & T Dept. Govt. of Odisha on 22.11.18 which was attended by representative of Energy Department, Govt. of Odisha, GRIDCO, GEDCOL and OREDA where it was decided that OREDA will approach the OERC for the determination of Feed-in-tariff (FIT).OREDA had proposed an indicative tariff of Rs. 5.45/ KWh. The department also agrees with the proposed indicative tariff of Rs.5.45/KWh.

12. Respondent GRIDCO in its reply stated that the KUSUM Scheme will be implemented during FY 2018-19 to FY 2021-22 and the solar power procured for the state through that scheme can be accounted towards the RPO of GRIDCO.As per the Scheme document, as the Ground Mounted Grid- connected Solar Power Plants of capacities 0.5-2.0 MW will be installed within 5 KM radius of any 33/ 11 kV sub-stations, the proposed Solar Power Projects are likely to be connected at 11 kV voltage level only.

13. GRIDCO stated that in the recent period, around 300 nos. of 33/ 11 kV sub-stations were commissioned in the state under a state scheme and another 200 nos. are in the construction stage, totalling to 500 nos. of 33/ 11 kV sub-stations, which will contribute towards the successful implementation of KUSUM scheme in the state. As per the KUSUM Scheme document, the solar power from the projects with capacities 0.5-2.0 MW will be procured at the Feed-In-Tariff to be determined by the OERC, where the procuring DISCOM will get Procurement Based Incentive (PBI) of Rs. 0.50/kWh or Rs. 8.25 Lakhs/MW/year whichever is lower over a period of 6 years.



14. GRIDCO further submitted that they have executed PPA with M/s Aditya Birla Renewables Ltd. on dated 28.12.2018 to avail 75 MW solar power to be implemented in the state at the lowest cost of Rs. 2.79/kWh factoring the actual cost towards Safe Guard Duty (SGD). GRIDCO has executed another Power Sale Agreement with SECI on dated 21.08.2018 to avail 300 MW solar power at a tariff of Rs. 2.57/kWh and also GRIDCO has given in-principle approval to SECI to avail another 200 MW solar power at an applicable tariff of Rs. 2.65/kwh for which Power Sale Agreement will be executed soon with SECI.
15. GRIDCO contended that at present, the solar power is available with a tariff of around Rs.2.50 to Rs.3.00 per kWh. GRIDCO may purchase up to 100 MW solar power under the above said KUSUM Scheme if the Feed-In-Tariff will be up to Rs.3.00 per kWh. The Feed-In-Tariff of Rs.5.45/kWh proposed by OREDA is exorbitantly high and should not be considered.
16. GRIDCO therefore prayed for finalizing the Feed-In-Tariff for the procurement of solar power in the state under KUSUM Scheme of MNRE up to Rs 3.00 /- kWh.
17. Respondent GEDCOL in its reply made the following submissions:
- GEDCOL has been designated as the State Nodal Agency for development of all on- grid solar & hybrid power projects of 1 (one) MW and above capacity as per Odisha Renewable Energy Policy, 2016 and pursuant notification by the Department of Energy, Government of Odisha.
 - Several small scale investors, including land owners, farmers and third party developers are approaching GEDCOL and they are exploring the avenues of developing small grid-connected solar power plants in the range of 1-2 MW.
 - The Ministry of New & Renewable Energy has come up with the new scheme KUSUM for farmers for installation of solar pumps and grid connected solar power plants. MNRE has also issued draft guidelines for implementation of the Scheme (i.e. Component-A of KUSUM) on a pilot basis for 1000 MW capacity of ground mounted / stilt mounted plants, which can be from solar or any other renewable energy source till 31 Dec. 2019.
 - Government of India will provide a Procurement Based Incentive (PBI) of Rs.0.40/kWh or Rs.6.60 lakh/MW/year whichever is lower to the DISCOMs (GRIDCO in Odisha) for buying renewable power under the scheme. PBI will



be applicable for a period of 5 years from plant COD, i.e. maximum PBI will be Rs.33.0 lakh/MW.

- The discovered tariff rates found out by GEDCOL through competitive bidding for 10 MW grid connected ground mounted solar capacity was Rs.4.50/KWh in Jan., 2017 and in case of GRIDCO it reduced to Rs. 2.79/kWh in tariff based competitive bidding in July, 2018 for 75 MW capacity.

18. This petition has been filed by OREDA to determine a suitable tariff for purchase of solar power by GRIDCO/DISCOMs from power plants ranging between 0.5MW-2.0MW installed by Farmers/Cooperatives/Panchayats /other Developers in their barren lands and evacuated at 33/11KV rural substations within a radius of 5KM from the point of generation under the 'Kisan Urja Suraksha Evam Utthan Mahabhiyan' (KUSUM) Scheme launched by the Ministry of New and Renewable Energy (MNRE), Govt. of India. The objective of KUSUM scheme is to promote decentralized Ground Mounted Grid Connected Solar Power Plants, stand-alone off-grid Solar water Pumps to fulfill irrigation need of farmers connected to the grid. The scheme also aims at solarization of existing grid connected agricultural pumps to make farmers independent of grid supply and also enable them to sell surplus power to DISCOMs. This will also help in solarization of Tube wells, Lift Irrigation Projects and Drinking water projects in Government sector.
19. During the hearing the commission in its interim order dated 17.05.2019 had directed OREDA and GRIDCO to sit together and resolve the issues in this matter. Now GRIDCO has submitted that in compliance to the directions of the Commission a meeting was convened by GRIDCO with OREDA and GEDCOL on 14th August, 2019 under the Chairmanship of Commissioner-cum-Secretary, Department of Energy, Govt. of Odisha in presence of Chief Executive, OREDA for finalization of the levelled tariff for procurement of power by GRIDCO under KUSUM scheme. Highlights of the decisions are as follows:
 - The pre-determined levelised power purchase cost as envisaged in the scheme is to be decided to attract investment by the Renewable Power Generators, keeping in view the small capacities of the plants to be set up by the farmers.
 - As the DISCOMs will have to notify sub-station wise surplus capacity that can be fed from such RE power plants. A technical committee will be constituted with representatives from DISCOMs, OPTCL and GRIDCO which will finalise the



mechanism of determining the surplus capacity available with the 33/11 kV sub-stations of the state and intimate the same to OREDA.

- For implementation of KUSUM scheme in the state, OREDA will be the State Nodal Agency which will be responsible for inviting Expression of Interest as well as processing and placement of the same before the STC for allocation of projects.
- GRIDCO on behalf of the DISCOMs will act as the aggregator for determining substation wise power injection capacities, connectivity of the RE projects, purchase of power etc.
- In order to make the levelled Tariff more attractive for smaller capacities (0.5-2 MW) projects in KUSUM scheme, GRIDCO (DISCOMs) agreed to pass on the Procurement Based Incentive (PBI) to be received from MNRE @Rs.0.40/Kwh or Rs.6.6 lakh per MW, whichever is less, for a period of five years from CoD.
- For making the scheme more farmer-centric, a proposal will also be submitted to State Government for consideration of additional Generation Based Incentive of Rs.0.40 per kWh for the entire life period of the projects so that the farmers can get Rs.3.80 per kWh for the first 5 years and thereafter Rs.3.40/- per kWh for the balance 20 years, with a levelled tariff of Rs.3.48 per kWh.
- Without any incentive of the State Government, the tariff will be Rs.3.40 per kWh for the first 5 years and thereafter Rs.3.00/- per kWh for the balance 20 years, with the levelled tariff of Rs.3.08 per kWh.
- This tariff will also be applicable for export of excess power to the GRID connected solar pumps up to 7.5 HP capacities as envisaged under component-C of the scheme.
- The cost of up-gradation of sub-station capacity required if any under the scheme will be met out of the Odisha Renewable Energy Fund (OREDF) created under Renewable Energy Policy-2016 or any other schemes of the Govt.
- For the activities of the State Nodal Agency as detailed in the MNRE Office Memorandum dt.22.07.2019, OREDA is entitled for a service charge of Rs.25,000 per MW after commissioning of a project. State Government will also be requested to consider a matching incentive for OREDA from the Odisha Renewable Energy Fund (OREDF) created under Renewable Energy Policy-2016.



20. The Respondent GRIDCO therefore made a prayer to consider finalizing the Levelled Tariff for the procurement of solar power in the state under KUSUM Scheme of MNRE up to Rs.3.08/kWh without any incentive of the State Govt. and Rs.3.48 with GBI incentive of Rs.0.40/kWh for entire life period (25 years) of the project.
21. The Commission after going through the petition of OREDA and replies of the respondents GRIDCO, CESU, Government of Odisha and GEDCOL observe that this scheme KUSUM can bring about a transformational change in the lives of the farmers having huge environmental benefit by reducing the carbon footprint. The Commission in this case is required to notify a Feed in Tariff (FiT) for these projects for the complete life of the project so that the developer of the project is assured of the return on its investment.
22. The Commission in its order dated 16.02.2019 in Case No. 46/2018 has not determined the tariff for solar power plants and directed that all the procurement of solar power by GRIDCO be made through competitive route only. It is observed in the recent times that the solar tariff across the country has gone down considerably which is mostly discovered through competitive bidding process. In the recent times in Odisha, GRIDCO discovered a price of Rs.2.79 per Kwh for a 75 MW solar power plant to be commissioned in Odisha. The impact of the safeguard duty on the panels as imposed by the Govt. of India has not been added to the discovered rate which is likely to go up due to such duty. The major component for the calculation of tariff is the capital cost. It is seen that due to competitiveness and improvement in the technology for panel manufacturing, the capital cost for the solar projects has come down substantially during the recent times. Due to such rapid decline in the capital cost the Commission has consciously desisted itself from determining generic tariff for solar plants whether ground mounted or roof top plants. The solar power pumps are being promoted by Govt. of India with a view to empowering farmers towards self sufficiency in the power procurement.
23. The Commission, in order to arrive at a reasonable FiT asked OREDA and GRIDCO to meet and decide on a mutually agreed tariff. As per the mutually agreed tariff it was decided that farmers will get Rs.3.40 per Kwh for first five years and thereafter Rs.3.00 per Kwh for further 20 years with levelised tariff of Rs.3.08 per Kwh for 25 years.
24. The Commission finds that the tariff discovered on mutual agreement is reasonable. The Commission approves the agreed rate of Rs.3.08 per Kwh as levelised tariff (Feed



in tariff) for 25 years. The Procurement Based Incentive to be received from Government, if any, will be passed on to the developer.

25. Accordingly the case is disposed of.

Sd/-
(S. K. Parhi)
Member

Sd/-
(U. N. Behera)
Chairperson



**ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAWAN
PLOT NO. 4, CHUNOKOLI, SHAILASHREE VIHAR,
BHUBANESWAR-751021**

Present: Shri S. C. Mahapatra, Chairperson
Shri G. Mohapatra, Member
Shri S. K. Ray Mohapatra, Member

Case No. 100/2022

OREDA		Petitioner
Vrs.		
DoE, GoO & others		Respondents

In the matter of: Application under Sections 94 (1) (f) & 86 (1) (a) of the Electricity Act, 2003 for review of tariff order dated 2012.2019 passed in Case No.82 of 2018 and for determination of Feed-In-Tariff for sale of Solar power to GRIDCO/ DISCOMs by Farmers/group of farmers/ Co-operatives/ Panchayats/ Farmer producer organizations/ water user associations/other developers who would setup Decentralized Ground Mounted Grid Connected Solar Power Plants of capacities ranging between 0.5-2.0 MW in their barren lands under Pradhan Mantri Kishan Urja Suraksha Evam Utthan Mahabhiyan (PM KUSUM) Component "A" Scheme, launched by Ministry of New and Renewable Energy (MNRE), Govt. of India beyond 2022-23.

For the Petitioner: M/s. Sasmita Patjoshi, Jt. Director (Tech)

For the Respondents: Ms. Sonali Pattnaik, ALO (I/c), DoE, GoO, Shri Umakant Sahoo, Director (Commerce), GRIDCO along with Ms. Saswati Mohapatra, Manager (RE), Shri B.K. Das, Sr. G.M. (PP), Shri M.K. Sahoo, G.M. (PP), GRIDCO Ltd., Shri K.C. Nanda, G.M. (Finance), TPWODL, Shri Puneet Munjal, Head Regulatory Affairs and GA, TPCODL, Shri V. Wagle, Head Regulatory Affairs, TPSODL, Ms. Malancha Ghosh, DGM (RA), TPNODL.

ORDER

Date of Hearing: 06.06.2023

Date of Order: 09.06.2023

The present petition has been filed for reviewing the order of the Commission in Case No. 82/2018 dated 20.12.2019 by OREDA relating to determination of feed-in tariff for sale of solar power to GRIDCO/DISCOMs from ground mounted grid connected solar power plant of capacities 0.5 – 2.0 MW set up by Farmers/group of farmers/ Co-operatives/ Panchayats/ Farmer producer organizations/ water user associations/other developers under Prime Minister Kisan Urja Suraksha Evam Utthan Mahabhiyan – A Scheme (PM-KUSUM-A) of Government of India. The salient features of the scheme are as follows:



- (i) The solar plants shall be developed by farmers / Co-operatives/ Panchayats/ Farmer producer organizations/ water user associations/Other Developers in their barren lands within 5 km radius of 33/11 KV rural sub-station. The power generated by the solar plants shall be evacuated through the above sub-stations.
 - (ii) The capacities of the solar power plants shall be within 0.5 MW – 2 MW.
 - (iii) The solar power generated from these plants will be purchased by DISCOMs at Feed-In Tariff (FIT) as determined by the State Regulatory Commission.
 - (iv) Government of India will provide Procurement Based Incentive (PBI) to the DISCOMs @ 0.40/kWh or Rs.6.60 lakhs/MW/year whichever is lower for buying solar power under the scheme over a period of five years.
 - (v) OREDA shall implement the scheme in the State.
2. After hearing the DISCOMs, GRIDCO, OREDA and Government of Odisha, the Commission in their order dated 20.12.2019 in Case No. 82/2018 had approved a feed-in tariff of Rs.3.08 per kWh as levelized tariff (feed-in tariff) for 25 years. The Procurement Based Incentive (PBI) if any, received by the procurer shall be passed on to the developer.
3. Now, OREDA submits that Central Government had sanctioned 500 MW capacity under PM-KUSUM-A scheme to Odisha. The implementing Agency, OREDA had invited bids from the interested developers under the above scheme in May, 2021 and bids were received only from seven developers accepting feed-in tariff of Rs.3.08/kWh. Out of the seven developers five developers with cumulative capacity of 12.75 MW were short listed and were issued Letter Of Award (LOA) in March, 2022. The LOA so issued were accepted by three bidders with cumulative capacity of 8.75 MW. Even those three bidders who accepted the LOA have not submitted the bank guarantee of Rs.1.50 Lakh per MW for signing of PPA with GRIDCO. The reason for the poor responses from the developers is mainly due to the unattractive/ unviable feed-in tariff of Rs.3.08 per kWh for the power to be procured from the solar power plant under PM KUSUM-A scheme.
4. M/s. OREDA points out that States like Haryana, Chhattisgarh, Kerala and Rajasthan, etc. have allotted better feed-in tariff to solar power developers under KUSUM-A. In the meantime, there have been Policy and tax regime changes by Government of India. The basic custom duty has been revised to 25% and 40% w.e.f. 01.04.2022 for solar



cells and modules respectively. Previously, this duty was exempted for solar cells and modules. The GST has been raised by Government of India from 5% to 12% on renewable energy devices from 01.10.2022. The Government of India has also approved a list of models and its manufacturers (ALMM) for solar cells and modules based in India. Only the models and manufacturers included in this list will be eligible to participate in the project under PM-KUSUM-A Scheme. Since, the manufacturers from China are excluded from the list, the Indian manufacturer whose manufacturing capacity is only around 20 GW cannot meet the demand of the present time. All the above changes in tax regime and Government policy will raise the capital cost to more than of Rs.5 Crore per MW including land cost whether the modules are imported or indigenously procured.

5. Considering the above OREDA states that since the input cost of the project has undergone upward revision it is necessary to review the order of the Commission in Case No. 82/2018 in which the Commission had approved the feed-in tariff of Rs.3.08 per kWh for the power to be procured from the developers under PM-KUSUM-A Scheme. In this connection it proposes a feed-in levelized tariff of Rs.3.33 per kWh for FY 2022-23 onwards such that many prospective beneficiaries of the scheme would show interest to avail it. OREDA has prayed for condonation of 1098 days of delay in filing the review petition.
6. During the hearing of the matter, it was brought to the notice of the Commission that Government of Odisha has declared the DISCOMs of the State as Implementing Agencies in respect of component – A of PM-KUSUM Scheme. Therefore, it would be appropriate on the part of DISCOMs to move the application before the Commission instead of OREDA. In response to that, the Department of Energy in their letter dated 02.06.2023 intimated that by virtue of Notification No. 2093 dated 20.02.2023 of Department of Energy, the four DISCOMs of the State i.e. TPCODL, TPWODL, TPSODL and TPNODL have been declared as the Implementing Agencies for component -A of PM-KUSUM Scheme. The Department of Energy further state that as OREDA has already filed an application in this regard, DISCOMs may not file separate application for the same. In view of this, the Commission in their interim order dated 06.06.2023 directed that since M/s. OREDA has ceased to be Implementing Agency in respect of projects under PM-KUSUM Component A Scheme, all the four DISCOMs



such as TPCODL, TPWODL, TPSODL & TPNODL who were arrayed as Respondents in this case are transposed as Petitioners.

7. The transposed Petitioner TPCODL states that the Commission may verify the basis of the norms adopted by OREDA for computation of levelized tariff of Rs.3.33 per kWh. DISCOMs as Implementing Agency will be providing all required infrastructure for the project. The power will be evacuated through 33/11 KV sub-stations of the DISCOMs. As per order of the Commission, the power generated by the farmers under Component C of PM-KUSUM Scheme will be purchased by DISCOMs. Therefore, DISCOMs may be allowed to purchase all the powers generated by farmers under PM-KUSUM A Component also.
8. Another DISCOM, TPNODL states that the proposed tariff by OREDA is lower than BSP of the Licensee for FY 2023-24. This power will be received at DISCOMs network and hence transmission charge will not be applicable for this quantum of power. The Commission may decide the applicable tariff for sale of power to GRIDCO /DISCOMs by farmers/ group of framers under PM-KUSUM-A.
9. TPWODL submits that since DISCOMs have been declared by Government of Odisha as Implementing Agency for PM-KUSUM-A Scheme, the maintainability application of OREDA is to be decided first. OREDA submits that the PPA is to be entered by GRIDCO with the developer whereas as per MNRE guidelines, the generated power is to be purchased by concerned DISCOMs entirely. Therefore, the DISCOM should purchase power from the developer and renewable attributes of such power should be allowed to GRIDCO for compliance of RPO. Due to change in prices of major raw materials and capital equipments, the cost of modules has increased. There is no subsidy or financial assistance available for project development for PM-KUSUM Component A unlike PM-KUSUM Component C. The tariff suggested by OREDA i.e. Rs.3.33 per kWh is not sufficient on account of lower assumption of lending rate at 8% per annum and lease rent of Rs.10,000/- per acre per annum. Considering the revised lending rate of 10.10% and lease rent of Rs.25,000/- per acre, TPWODL suggests a levellised tariff of Rs.3.60 per kWh.
10. Heard the Petitioner and Respondents in hybrid mode (physical and virtual) and considered their written submissions and arguments during hearing in detail. By virtue of Notification No. 2093 dated 20.02.2023 of Department of Energy, Government of Odisha, the DISCOMs of the State have been declared as the Implementing Agencies



for Component A of PM-KUSUM Scheme now. The Energy Department in their submission has requested the Commission that since OREDA has already moved the application for review of the order of the Commission in Case No.82 of 2018, the DISCOMs need not file any separate application. Considering submission of the Government and DISCOMs, the Commission has transposed the DISCOMs- Respondents in their interim order dated 06.06.2023 as the Petitioners No.2, 3, 4 & 5 along with OREDA as the Petitioner No.1. Accordingly, the DISCOMs who were arrayed as Respondents earlier have become Petitioners. Thus, the Commission proceeded to dispose of the petition accordingly and the prayer for condonation of delay in the matter of filing the petition is allowed.

11. We perused our earlier order dated 20.12.2019 passed in Case No. 82/2018 which has been sought for review. In that order, we had only approved the mutually agreed levellised tariff of Rs.3.08 per kWh for 25 years between OREDA and GRIDCO for PM-KUSUM-A Component. During the hearing in respect of the said case, GRIDCO had contended that since solar power is available at a tariff of around Rs.2.50 per kWh to Rs.3.00 per kWh and they were ready to purchase solar power under PM-KUSUM-A if the Feed-In Tariff is kept around Rs.3.00 per kWh. GRIDCO had also stated that to make the levellised tariff more attractive, they were agreeable to pass on Procurement Based Incentive (PBI) to be received from MNRE @ Rs.0.40/kWh or Rs.6.6 lakh per MW, whichever is less for a period of five years to the developer.
12. Now in the present petition, the stand taken by the Petitioners as far as our earlier order in Case No. 82/2018 is concerned, has completely changed. At present, they state that the prospective developers of PM-KUSUM-A Scheme are reluctant to develop the projects because of unattractive tariff of Rs.3.08 per kWh. They also state that the Procurement Based Incentive is also not available to them. As stated above, the tariff of Rs.3.08 was accepted by the Commission then basing on the mutual agreement between OREDA and GRIDCO. During the hearing at that point of time, GRIDCO was not agreeable to purchase any power under PM-KUSUM-A which was priced higher than the price discovered through the competitive bidding. The situation has also not changed since then. The competitive bid price of solar power is still lower than Rs.3 per kWh for GRIDCO.
13. If the pleadings in the original proceeding are altered, that cannot be a ground for review of the said order as sought for in the present proceeding. This is clear from



provision of Order 47 Rule 1 of the Civil Procedure Code, 1908 which states that review of an order can be made on the following grounds:

- (a) Error apparent on the face of the record;
- (b) New and important matter or evidence which is relevant for the purpose was discovered which could not be produced after exercise of due diligence or if there appears to be some mistake;
- (c) Any other sufficient reason.

Error contemplated under the rule must be such which is apparent on the face of the record and not an error which is to be fished out and searched. It must be an error due to inadvertence.

- 14. But our order which is sought to be reviewed, was purely based on agreement between OREDA and GRIDCO. The competitive bidding price for solar power is still less than Rs.3 per kWh for GRIDCO. In that scenario of power procurement and considering the limited scope of review jurisdiction, we do not find any merit in the present review petition and accordingly it is dismissed.
- 15. With the above, the petition is disposed of.

Sd/-
(S. K. Ray Mohapatra)
Member

Sd/-
(G. Mohapatra)
Member

Sd/-
(S. C. Mahapatra)
Chairperson





Annexure-6

GOVERNMENT OF ODISHA
ENERGY DEPARTMENT

NOTIFICATION

No. 2093 /En., Bhubaneswar, dt. 20th February, 2023
PT2-ENG-HYD-HYDRO-0022-2019

The four distribution companies (DISCOMs) of the State namely TP Central Odisha Distribution Limited, TP Western Odisha Distribution Limited, TP Northern Odisha Distribution Limited, and TP Southern Odisha Distribution Limited are hereby declared as the Implementing Agencies in respect of Component-A of PM-KUSUM.

By order of the Governor,

[Signature] 20/2/2023

Additional Chief Secretary to Government

Memo No. 2094 /En., Dated 20.02.2023

Copy forwarded to the Private Secretary to Hon'ble Chief Minister, Odisha/ Private Secretary to Minister, Energy, Industries and MS&ME for kind information of Hon'ble Chief Minister and Hon'ble Minister respectively.

[Signature] 20/2/23
FA-cum- Additional Secretary to Govt.

Memo No. 2095 /En., Dated 20.02.2023

Copy forwarded to the OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-ACS / OSD to Additional Chief Secretary, Energy Department for kind information of Chief Secretary, DC-cum- Additional Chief Secretary and Additional Chief Secretary, Energy Department respectively.

[Signature] 20/2/23
FA-cum- Additional Secretary to Govt.

Memo No. 2096 /En., Dated 20.02.2023

Copy forwarded to the Additional Secretary to Government, Ministry of New and Renewable Energy, Government of India, New Delhi for information and necessary action.

[Signature] 20/2/23
FA-cum- Additional Secretary to Govt.

Memo No. 2097 /En., Dated 20.02.2023

Copy forwarded to all Departments of Government / Board of Revenue, Odisha, Cuttack / All Revenue Divisional Commissioners / All Heads of Departments / All Collectors for information and necessary action.

[Signature] 20/2/23
FA-cum- Additional Secretary to Govt.



Memo No. 2098 /En., Dated 20.02.2023

Copy forwarded to the Chief Executive, OREDA for information and necessary action. The Chief Executive OREDA is requested to transfer of the details regarding land already aggregated by OREDA to the concerned DISCOMS.

FA-cum- Additional Secretary to Govt.

Memo No. 2099 /En., Dated 20.02.2023

Copy forwarded to the Chairman, OHPC, Bhubaneswar / CMD, OPTCL, Bhubaneswar / Secretary, OERC, Bhubaneswar / EIC(Elecy.)-cum-PCEI, Odisha, Bhubaneswar / MD, GRIDCO, Bhubaneswar /CEO, GEDCOL, Bhubaneswar/ CEO, OCPL, Bhubaneswar/ CEO, TPCODL, Bhubaneswar / CEO, TPNODL, Balasore / CEO, TPSODL, Berhampur / CEO, TPWODL, Burla for information and necessary action.

FA-cum- Additional Secretary to Govt.

Memo No. 2100 /En., Dated 20.02.2023

Copy forwarded to the Accountant General (A&E), Odisha, Bhubaneswar for information and necessary action.

FA-cum- Additional Secretary to Govt.

Memo No. 2101 /En., Dated 20.02.2023

Copy forwarded to all Officers of Energy Department for information and necessary action.

FA-cum- Additional Secretary to Govt.

Memo No. 2102 /En., Dated 20.02.2023

Copy forwarded to Computer Cell of Energy Department / State Portal of IT Cell, Lok Seva Bhawan, for information and necessary action. They are requested to host the Notification in the Government portal for wide publication.

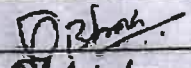
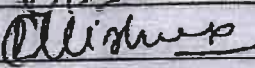
FA-cum- Additional Secretary to Govt.



Annexure-7

Date : 18/03/2024	TPCODL	Tender Ref No
	Minutes of Meeting	TPCODL/P&S/1000006493/2023-24

Subject : Negotiation Meeting for tender no TPCODL/P&S/1000006493/2023-24 for KUSUSM A
 Venue : Online Meeting
 MOM Prepared By : Arijet Choudhury, Procurement, TPCODL

Committee Member		
Sr. No.	Name	Signature
1.	Mr. Ashok Choudhury (Renewable)	
2.	Ms. Sony Jha (Procurement)	
3.	Ms. Pratima Singh (Pre-Audit)	
4.	Mr. Arijet Choudhury (Procurement)	
	Business Associate – M/s SCM Solar Energy(OPC) Pvt. Ltd.	
1.	Mr. Umesh Mishra	
2.	Mr. Ramesh Mishra	

SCM SOLAR ENERGY (OPC)
 PRIVATE LIMITED
 136, Soubhagya Nagar, Siripur,
 BHUBANESWAR-751 003.
 Cell: 9676058005



Annexure-8



**GOVERNMENT OF ODISHA
DEPARTMENT OF ENERGY**

No. 7263 /RE&ET,
ENG-RE&ET-RE-0005-2024

Dated. 5/7/2024

From

Sri Sambit Parija, OFS (SS),
FA-cum-Special Secretary to Government

To

The Additional Secretary & Chief Executive Officer, OREDA Ltd., /
EIC(Elect.)-cum-PCEI, Odisha, Bhubaneswar/
CPM & HOD, REC, Bhubaneswar/
Managing Director, GRIDCO /
Director (F&CA), GRIDCO/
Managing Director, OHPC /
Dy. General Manager, GEDCOL/
Chief Regulatory, TATA Power/
Chief Executive Officers, TPCODL/TPWODL/TPNODL/TPSODL

Sub: Approved minutes of the meeting on PM-Surya Ghar : Muft Bijli Yojana scheme and PM-KUSUM scheme held under the Chairmanship of Principal Secretary to Government in the Finance Dept. Conference Hall on 27.06.2024 at 12.00 Noon.

Sir,

I am directed to enclose herewith a copy of the approved minutes of the meeting on PM-Surya Ghar: Muft Bijli Yojana scheme and PM-KUSUM scheme held under the Chairmanship of the Principal Secretary to Government, Energy Department in the Finance Department Conference Hall for favour of your kind information and necessary action.

Yours faithfully,

Encl- As above

FA-cum-Special Secretary to Govt.



Minutes of the review meeting on PM-Surya Ghar: Muft Bijli Yojana and PM-KUSUM scheme held under the Chairmanship of Principal Secretary to Government, Energy Department on 27.06.2024 at 12.00 Noon in the Conference Hall of Finance Department.

Members present in the meeting is at Annexure-1

At the outset the Principal Secretary to Government, Energy Department welcomed all participants, present in the meeting and requested the TPDISCOMs to present the action taken by the DISCOMs on PM-Surya Ghar: Muft Bijli Yojana.

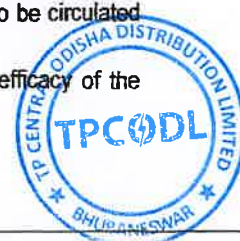
Principal Secretary, Energy Department observed that out of more than 1 lakh applications, only 30,282 are active applications and only 881 have deposited necessary fee with the DISCOMs for net metering. He expressed his displeasure on the dismal rate of conversion of active applications to executable projects. He stressed on adoption of extensive outreach efforts by the TPDISCOMs to connect with all applicants and guide for depositing net metering fees, select vendors and go ahead with the installation of their RTS systems in Mission Mode.

Sri K.C. Nanda, G.M., TPWODL gave a presentation on the action taken and challenges faced while implementing PM-Surya Ghar: Muft Bijli Yojana. CPM, REC was informed about the slow response on the national portal for which the applicants are getting demotivated to get themselves registered.

After detailed discussions the following decisions were taken:

A. PM-Surya Ghar: Muft Bijli Yojana

1. Single PBG for all DISCOMs of the State in respect of PM-Surya Ghar: Muft Bijli Yojana will be collected and the TPCODL is nominated to collect the same on behalf of all DISCOMs. Accordingly, a Guideline / SoP to be prepared by TPCODL in line with MNRE guidelines.
2. TPDISCOMs to conduct extensive outreach programmes and submit a detailed action plan in the next meeting. Mo SEVA Kendras may be roped in to assist the consumers in registration. The Call Centres maintained by TPDISCOMs be activated. IEC activities taken up by MNRE may also be adopted and customised in Odia. Meeting with E&IT Department to be taken up for taking up such outreach programmes through social media.
3. TPCODL to prepare a draft advertisement both for print media and electronic media to create awareness among the public about the benefits as well as on the procedures for adopting PM-Surya Ghar: Muft Bijli Yojana.
4. TPDISCOM to issue mass emails to all Vendors registered in the National Portal to take up works in Odisha. They may be asked to register in this State.
5. OERC to be followed up for expediting issuance of necessary notifications for waiver of TFR.
6. REC to initiate necessary actions to speed up the dedicated National Portal on PM-Surya Ghar: Muft Bijli Yojana for easy registration by the applicants of the State as well as for vendors registration.
7. REC is to take action on integration (Community Solarisation of Rural Households Mechanism) of the provision for State Subsidy of Rs. 20,000 per kw available under Green City Mission for Bhubaneswar in the National Portal.
8. REC to expedite the release of CFA to the consumers who have installed & Inspection and PCR has been completed by DISCOMs on their rooftops; this will motivate other consumers to go for the scheme. REC to immediately clear the pending CFAs in this regard.
9. Efforts be taken to get the MoU signed between Energy Department and MNRE at the earliest.
10. Energy Department to take up a meeting with the Principal Secretary to Govt., Skill Development and Technical Education Department and Director of Technical Education and Training (DTET). Principals of ITI & Diploma colleges may also be requested to encourage the final year students to come forward for vendor registration in respect of PM-Surya Ghar: Muft Bijli Yojana. Further, ITI technicians be roped in as Vendors.
11. Energy Dept. will organise a meeting with Industry Associations and TATA Channel partners for extensive coverage of the scheme. TPCODL to prepare a draft notification/ advertisement which is to be circulated among the Industry Associations.
12. The Energy Clubs under EIC(Elec)-cum-PCEI may also be utilised to disseminate the efficacy of the scheme.



13. Energy Department will take up the issue of approval of proposed community solarisation programme with MNRE.
14. Standard Checklist to be developed by REC and TPDISCOMs for easy inspection of installations by DISCOMs.
15. A dedicated RE Cell to be constituted comprising of two officials each from EIC and TPDISCOMs for overall monitoring of this scheme. The RE Cell for PMSG-MBY may function in the office of EIC(Elec)-cum-PCEI.
16. The progress of PM SG-MBY shall be reviewed once in a month and the next review meeting will be held around 15th July, 2024.

B. PM-KUSUM (A, C1 and C2)

CEO, TPWODL gave a presentation on the progress of PM KUSUM and stated about the challenges faced in implementation of the scheme.

After detailed deliberations, the followings were decided upon:

1. DISCOMs to file petition before OERC for approval of the discovered tariffs under PM-KUSUM-A and Feeder Level Solarisation schemes (C2).
2. Progress under Individual Pump Solarisation (PM KUSUM C1) is held up due to farmers unwillingness to contribute their share of 40%. DISCOMs suggested, with 30% of CFA if SFA of 60% on Discovered price will be extended then farmers may be interested. World Bank be requested in this regard to submit alternative financing proposals for implementation of Individual Pump Solarisation Programme in line with the Kerala model.
3. Energy Department to take up with IPICOL and other relevant Government Departments for fixation of uniform Long term land lease rent across the State for installation of solar power plants under KUSUM schemes.
4. Energy Department to explore the possibility of acquiring farmers' land on lease and on-ward subleasing the same to developers for development of solar power systems under KUSUM schemes.
5. DISCOMs to intimate the number of agriculture feeder and their respective loads by 14th July, 2024.
6. DISCOMs to develop cluster level feeder solarisation projects of sizable capacities. TPWODL to explore the possibility of implementing the scheme on a pilot basis in Bargarh.

The meeting ended with vote of thanks to the Chair.

**Principal Secretary to Govt.
Energy Department.**



List of participants

1. Vishal Kumar Dev, IAS
Principal Secretary, Energy Department
2. Sambit Parija, OFS
FA-cum-Special Secretary, Energy Department
3. S.B.K. Pradhan
Additional Secretary and Chief Executive Officer, OREDA Ltd.
4. Trilochan Panda
Managing Director, GRIDCO
5. G.B. Swain
Director(F&CA), GRIDCO
6. Shri Amresh Kumar
Managing Director, OHPC
7. Subrat Kumar Senapati
Dy. General Manager, GEDCOL
8. T. Sridhar
CPM & HOD, REC-BBSR
9. Shri Arvind Singh
CEO, TPCODL
10. Shri Dwijadas Basak
CEO, TPNODL
11. Shri Praveen Verma
CEO, TPWODL
12. Bharat Bhadawat
Chief Regulatory, TATA Power
13. Shri K.C. Nanda
G.M (Regulatory Affairs& Strategy), TPNODL
14. Shri R.K. Nayak
GM(Solarization), TPNODL
15. Shri Binod Bihari Nayak
AGM(Renewable), TPSODL
16. Shri Soumya Ranjan Aich
ACE DIR(Tech), OREDA
17. Shri Shadab Usmani
Officer(Engg.) REC limited
18. Shri Trivendra Kumar
Officer(Engg.) REC limited



Annexure-9



POWER PURCHASE AGREEMENT (PPA)

**FOR PROCUREMENT OF [Project capacity] kW SOLAR POWER ON LONG TERM
BASIS, UNDER COMPONENT- A OF "PMKUSUM SCHEME"**

Between

[Name of Solar Power Generator (SPG)]

And

M/s GRIDCO Ltd

On

[DD MMM YYYY]



This Power Purchase Agreement is made on the [Date] day of [Month] of [Year] at Bhubaneswar, Odisha
Between

[Name of the Solar Power Generator], [a/an] [individual farmer/ group of farmers/ cooperatives/ panchayats/ farmer producer organizations/ water user associations/ Developer (sole proprietor/ firm/ company)] incorporated under [relevant act in India. Ex. The Indian Companies Act, 2013], having its registered office at [registered office address] (hereinafter referred to as "**Solar Power Generator or SPG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

M/s GRIDCO Ltd., a company incorporated under the Companies Act 1956, having its registered office at Janpath, Bhoi Nagar, Bhubaneswar - 751022 (hereinafter referred to as "**GRIDCO**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The SPG and GRIDCO are individually referred to as a '**Party**' and collectively referred to as '**Parties**'.

WHEREAS:

- A. The Ministry of New and Renewable Energy (MNRE) has launched a scheme for farmers on 8th March 2019 and issued implementation guidelines on 22nd July 2019.
- B. MNRE has sanctioned a capacity of 500 MW to Odisha vide office memorandum No. 32/54/2018-SPV Division dated 13th Aug 2019, under the said scheme of 8th March 2019. Further, Energy Department, Government of Odisha had authorized Renewable Energy Development Agency (TPCODL) to initiate a selection process of the SPGs vide letter no. PT1-ENG-HYD-HYDRO-0022-2019/0142/ En. dated 26th Nov 2019. TPCODL decided to go ahead with a procurement process for a capacity of 500 MW in this phase as per the target given by MNRE vide notification dated 13 Jan 2021.
- C. Tata Power Central Odisha Distribution Limited (TPCODL) had completed a selection process for the procurement of energy generated from the grid-connected solar Project based on the terms and conditions contained in the RFP No. [RFP No.] dated [DD MMM YYYY] and its Amendment (if any) along with the Draft Power Purchase Agreement and Draft, Model Lease Agreement and any other documents published or referred by TPCODL related to the selection of SPG.
- D. The SPG has been selected in the process for development, generation and supply of electricity from the [Project Capacity] kW solar Project to be established by SPG at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle in [district] District of Odisha State and electricity generated to be fed to the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station;
- E. _____ has issued the Letter of Award no. [LoA no.] dated [DD MMM YYYY] in favour of the SPG for the development and establishment of [Project Capacity] kW solar Project as per the terms and conditions contained in the RFP.
- F. The SPG has furnished the Performance Security in the form of a Bank Guarantee in the sum of INR [Insert amount] (Indian Rupees [in words]) only in favour of TPCODL as per the format Annexure 3 (Bank Guarantee), prescribed by DISCOM/GRIDCO.
- G. The SPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the Project;
- H. The Parties have agreed to execute this Power Purchase Agreement, and for generation and supply of electricity by the SPG to GRIDCO.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:



1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed thereunder, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

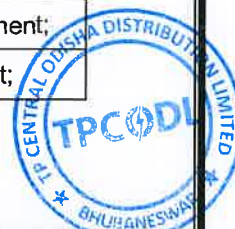
"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this power purchase agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	shall mean Odisha Electricity Regulatory Commission (OERC);
"Appropriate Discom"	shall mean the Discom having the Sub-station is located within its jurisdiction and the name of the various Discoms in Odisha are given below: • TP Central Odisha Distribution Limited (TPCODL) • TP Western Odisha Distribution Limited (TPWODL) • TP Southern Odisha Distribution Limited (TPSODL) • TP Northern Odisha Distribution Limited (TPNODL).
"GRIDCO"	M/s GRIDCO Ltd.
"Bill"	shall mean either a Monthly Bill/ Supplementary Bill raised by the SPG;
"Bill Dispute Notice"	shall mean the notice issued by GRIDCO raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the SPG;
"Business Day"	shall mean with respect to SPG and M/s GRIDCO., a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilization Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project's Contracted Capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8,766)) * 100\%$;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date mentioned in the commissioning certificate as issued upon successful achievement of commercial operation date (as per provisions of this PPA) of the Project;
"Commissioning Committee"	shall consist of representations from Principal Chief Electrical Inspector, DISCOM, , SPG, and SPG's representative, as required;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of energy;



"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of an SPG Preliminary Default Notice or DISCOM / GRIDCO Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of twelve (12) months beginning on April 1 and ending on March 31 provided that: i. in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean [Insert capacity] kW contracted with GRIDCO for supply of energy from the Project by the SPG to GRIDCO at the Delivery Point;
"Contracted Energy"	shall have the meaning ascribed thereto in Article 4.3.1 of this Agreement;
"Delivery Point"	shall mean the point at the voltage level of 11kV or above of the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. Metering shall be done at this interconnection point where the power is injected into the [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the SPG;
"Dispute"	shall mean any dispute or difference of any kind between GRIDCO/DISCOM and the SPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the thirtieth (30 th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by GRIDCO or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by GRIDCO;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of twenty-five (25) years from the COD unless extended by the Parties as per this Agreement;



"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of GRIDCO/DISCOM;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of Odisha and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political subdivision of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Indian Rupees ", "INR"	shall mean Indian rupees, the lawful currency of India;
"Joint Meter Reading" or "JMR" or "EBC energy export statement"	shall mean the monthly joint meter reading or Energy Billing Center of GRIDCO/DISCOM's energy export statement;
"Land Lease Agreement"	Shall mean the land lease agreement signed between the 'Individual farmer/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)' and the 'SPG', in case it is applicable.
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Letter of Award" or "LoA"	shall mean Letter of Award issued by DISCOM/GRIDCO to the SPG for the project;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Monthly Bill"	shall have the meaning ascribed thereto in Article 10.2.1 of this Agreement;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;



"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Project"	shall mean the solar power generation facility of Contracted Capacity of [Insert capacity] kW, located at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle [district] District of Odisha State having a separate control system, metering and separate points of injection into the grid at Delivery point of [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: - operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Project, - the requirements of Indian Law; and the physical conditions at the site of the Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean [Insert date that is nine (9) Months from the Effective Date];
"Sub-station"	shall mean [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP]
"Supplementary Bill"	shall have the meaning ascribed thereto in Article 10.7.1 of this Agreement;
"Tariff"	shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Term"	shall have the same meaning as provided for in Article 2.2.1 of this Agreement;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;



2. ARTICLE 1: TERM OF AGREEMENT

2.1. Effective Date

- 2.1.1. This Agreement shall come into effect from the date of signing of this Agreement and such date shall be referred to as the Effective Date.

2.2. Term of Agreement

- 2.2.1. Subject to Article 2.3 and Article 2.4 of this Agreement, this Agreement shall be valid for a 'Term' from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.
- 2.2.2. The SPG is free to operate the Project beyond the Expiry Date if other conditions like Land Lease Agreement (as applicable), Consents, Clearances and Permits etc. allow. In such case, unless otherwise agreed by GRIDCO, GRIDCO shall not be obligated to procure power beyond the Expiry Date.

2.3. Early Termination

- 2.3.1. This Agreement shall terminate before the Expiry Date if either GRIDCO or SPG terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4. Survival

- 2.4.1. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

3. CONDITIONS SUBSEQUENT

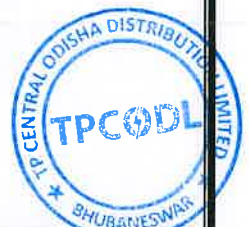
- 3.1. The SPG agrees and undertakes to make Financing Agreements for its Project, execute the Land Lease Agreement (as applicable) and shall provide necessary documents to GRIDCO in this regard within six (6) Months from the Effective Date.

4. CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1. SPG's Obligations

- 4.1.1. The SPG undertakes to be responsible, at SPG's own cost and risk, for:
- 4.1.1.1. The SPG shall be solely responsible and make arrangements for land, execution of Financing Agreements and associated infrastructure for development of the Project and for connectivity with the Sub-station for confirming the evacuation of power by the Scheduled Commissioning Date, and all clearances related thereto;
- 4.1.1.2. The SPG shall furnish the necessary documents to establish possession in the name of the SPG of the required land/ Land Lease Agreement (as applicable).

In case of a Land Lease Agreement, the SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement until achieving the COD and for the first month of the PPA Term. In this regard, the SPG shall submit the bank receipts to GRIDCO by 10th of every month citing that the rent payments are made on or before 5th of every month;



In case of a Land Lease Agreement, the SPG shall make payment of monthly rent through DISCOM / GRIDCO in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement during the PPA Term, except for the first month of PPA Term. In such a case, DISCOM / GRIDCO will pay the rent to Lessor on monthly basis from the proceeds payable to the Lessee for the energy supplied by Lessee as per the PPA. In case there is a shortfall of payment for the payment to be made to the Lessor, then the Bidder shall be responsible to make a payment to DISCOM / GRIDCO for the equivalent amount thirty (30) Days prior to the due date of payment;

- i. The SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement from the date of expiry of PPA term of 25 years until the expiry of lease period (as per the LLA terms and conditions). In this regard, the SPG shall submit the bank receipts to DISCOM/ GRIDCO by 10th of every month citing that the rent payments are made on or before 5th of every month and this obligation will survive post expiry of the PPA. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.;

- 4.1.1.3. Obtaining all Consents, Clearances and Permits as required and maintaining all documents throughout the Term of this Agreement;
- 4.1.1.4. Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
- 4.1.1.5. Commencement of supply of power up to the Contracted Capacity to GRIDCO no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the Term of the Agreement;
- 4.1.1.6. Connecting the Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at the Delivery Point;
- 4.1.1.7. Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- 4.1.1.8. Fulfilling all obligations undertaken by the SPG under this Agreement;
- 4.1.1.9. The SPG shall be responsible for directly coordinating and dealing with DISCOM/ GRIDCO, Indian Governmental Instrumentality and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Law, Grid code, State Regulations.

4.2. Purchase and sale of Contracted Energy

- 4.2.1. Subject to the terms and conditions of this Agreement, the SPG undertakes to sell a minimum Contracted Energy [insert energy equivalent to target CUF of 15%] and a maximum Contracted Energy [insert energy equivalent to target CUF of 18.7%] to GRIDCO and GRIDCO undertakes to pay Tariff for all the energy supplied at the Delivery Point up to corresponding to the Contracted Capacity as per Article 4.3.1.

4.3. Right to Contracted Energy

- 4.3.1. GRIDCO, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond what is stated in article 4.2.1. If for any Contract Year, except for the first Contract Year and last Contract Year of operation, it is found that the SPG has not been able to generate minimum energy of [insert energy equivalent to target CUF of 15%] kWh, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first Contract Year and last Contract Year of operation, the above limits shall be considered on a pro-rata basis. The lower limit will, however, be relaxable by GRIDCO to the extent of grid non-availability for evacuation which is beyond the control of the SPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be as determined as per the APPC tariff or the Tariff, whichever is minimum. This compensation shall not be applicable in events of Force Majeure identified under PPA.



For generation in excess of [insert energy equivalent to target CUF of 18.7%] in a particular year shall be first adjusted towards generation compensation against offtake constraints as per article 4.9 and any remaining excess generation will be settled at 75% of applicable tariff.

- 4.3.2. In case at any point of time, the peak of capacity reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the Contracted Capacity and shall also have to pay the charges (if applicable) as per applicable regulations.

4.4. Extensions of Time

- 4.4.1. In the event that the SPG is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a. any GRIDCO Event of Default; or
- b. Force Majeure Events affecting GRIDCO, or
- c. Force Majeure Events affecting the SPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the SPG or GRIDCO through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or GRIDCO, or till such time such Event of Default is rectified by GRIDCO

- 4.4.2. In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither Party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the Parties mutually agree to extend the Agreement for the further period.
- 4.4.3. If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.
- 4.4.4. As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.
- 4.4.5. Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.
- 4.4.6. Delay in achieving the COD of the Project beyond the Scheduled Commissioning Date for reasons other than those specified in Article 4.4.1 shall be an Event of Default on part of the SPG and shall be subject to the consequences specified in Article 4.5.

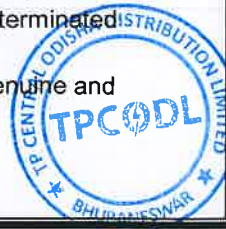
4.5. Liquidated Damages not amounting to penalty for delay in Commissioning

- 4.5.1. If the SPG is unable to achieve the COD of the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to GRIDCO, liquidated damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

Delay beyond the Scheduled Commissioning Date up to (& including) the date as on nine (9) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.

- 4.5.2. The maximum time period allowed for achieving the COD of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Effective Date. In case, the COD of the Project is delayed beyond 11 Months from the Effective Date, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 11 Months from the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the Project Capacity.

- 4.5.3. The SPG further acknowledge that the amount of the liquidated damages fixed is genuine and



reasonable pre-estimate of the damages that may be suffered by GRIDCO.

4.6. Acceptance/ Performance Test

- 4.6.1. Prior to synchronization of the Project, the SPG shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by respective authorities.

4.7. Third-party Verification

- 4.7.1. The SPG shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to GRIDCO and a third party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Project.
- 4.7.2. The third-party may verify the construction works/ operation of the Project being carried out by the SPG and if it is found that the construction works/ operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from SPG or require the works to be stopped or to comply with the instructions of such third-party.

4.8. Breach of Obligations

- 4.8.1. The Parties herein agree that during the subsistence of this Agreement, subject to GRIDCO being in compliance of its obligations & undertakings under this Agreement, the SPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9. Generation compensation for Off-take constraints

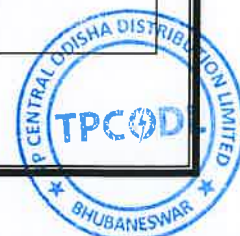
- 4.9.1. Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidence from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against GRIDCO:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	Generation Loss = [(Average Generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year (hours)

The excess generation by the SPG equal to this generation loss shall be procured by GRIDCO at the Tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

- 4.9.2. Offtake constraints due to Backdown: The SPG and GRIDCO shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a GRIDCO/ Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with "Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding opening and maintaining of adequate Letter of Credit (LC) as payment security mechanism under the Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPG shall be eligible for a Minimum Generation Compensation, from GRIDCO, in the manner detailed below:

Duration of Backdown	Provision for Generation Compensation
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Hours of Backdown during a monthly billing cycle.	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month
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No back-down / curtailment to be ordered without giving formal/ written instruction for the same. The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned State Load Dispatch Centre.

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month as per JMR/EBC energy export statement.

5. SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1. Synchronization, Commissioning and Commercial Operation

- 5.1.1. The SPG shall give the GRIDCO at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Interconnection Facilities.
- 5.1.2. Subject to Article 5.1.1, the Project may be synchronized by the SPG to the Interconnection Facilities when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian Governmental Instrumentality for synchronization to the Interconnection Facilities.
- 5.1.3. 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 SPG at its generation facility of the Project at its own cost. The SPG shall synchronize its system with the Interconnection Facilities only after the approval of the synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of GRIDCO/ DISCOM.
- 5.1.4. The SPG shall immediately after each synchronization/ tripping of generator, inform the Substation of the Interconnection Facilities to which the Project is electrically connected in accordance with the applicable Grid Code. In addition, the SPG will inject in firm power to grid time to time to carry out operational/ functional tests prior to COD. For avoidance of doubt, it is clarified that synchronization/ connectivity of the Project with the Interconnection Facilities shall not be considered as COD of the Project.
- 5.1.5. The SPG shall achieve COD of the Project within nine (9) Months from the Effective Date. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.
- 5.1.6. The Parties agree that for the purpose of commencement of the supply of electricity by SPG to GRIDCO, liquidated damages for delay, etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

6. DISPATCH AND SCHEDULING

6.1. Dispatch and Scheduling

- 6.1.1. The SPG shall be required to schedule its power as per the applicable regulations of SERC/ SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority/ agency as per applicable regulation/ law/ direction and maintain compliance to the Indian Governmental Instrumentality, applicable Distribution Codes/ Odisha Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation/ guidelines/ directions and any financial implication on account of this shall be on the account of the SPG.
- 6.1.2. The SPG shall be responsible for directly coordinating and dealing with GRIDCO/DISCOM, State Load Dispatch Center (SLDC), and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Odisha Grid Code regulations.



6.1.3. The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. Deviation Settlement Management (DSM) charges on this account shall be directly paid by the SPG.

6.1.4. Auxiliary power consumption will be treated as per the concerned state regulations.

7. METERING

7.1. Meters

7.1.1. For installation of meters, meter testing, meter calibration, meter reading and all matters incidental thereto, the SPG and GRIDCO/DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Odisha Grid Code, as amended and revised from time to time.

7.1.2. The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of the Delivery Point.

7.1.3. In addition to ensure compliance of the applicable codes, the SPG shall install main and check meters at the Delivery Point, along with stand-by meter(s) as per the applicable regulations.

7.2. Reporting of Metered Data and Parameters

7.2.1. The Project will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.

7.2.2. Online arrangement would have to be made by the SPG for submission of above data regularly for the entire period of this Power Purchase Agreement to GRIDCO, MNRE and concerned agency as per applicable regulation/ directions.

7.2.3. Reports on the above parameters on monthly basis (or as required by regulation/ guidelines) shall be submitted by the SPG to the Ministry of New and Renewable Energy/ National Institute of Solar Energy through GRIDCO for entire period of PPA.

8. INSURANCES

8.1. Insurance

8.1.1. The SPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take 'Industrial All Risk Insurance policy' covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.2. Application of Insurance Proceeds

8.2.1. In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any Insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any Insurance claim made due to loss or damage to the Project or any part of the Project shall be applied as per such Financing Agreements.

8.2.2. If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, DISCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of DISCOM against SPG.

8.3. Effect on liability of GRIDCO/DISCOM

8.3.1. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPG can claim compensation, under any Insurance shall not be charged to or payable by GRIDCO/DISCOM. It is for the SPG to ensure that appropriate Insurance coverage is taken for payment by the insurer for the entire loss and there is no under Insurance or short adjustment etc.



9. APPLICABLE TARIFF

- 9.1. The SPG shall be entitled to receive the Tariff of INR 3.08/ kWh (Three Rupees Eight Paise per kilowatt-hour) as per the OERC order dated 20.12.2019 in case no. 82 of 2018, fixed for the entire Term of this Agreement, with effect from the COD, for the power sold to GRIDCO as reflected in the JMR/ EBC Energy export statement.

10. BILLING AND PAYMENT

10.1. General

- 10.1.1. From the commencement of supply of power, GRIDCO shall pay to the SPG, the Monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by GRIDCO shall be in Indian Rupees.
- 10.1.2. The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

10.2. Delivery and Content of Monthly Bills/ Supplementary Bills

- 10.2.1. The SPG shall issue to GRIDCO, a hard copy of the signed Monthly Bill, for the immediately preceding Month based on the JMR/ EBC energy export statement along with all relevant documents (payments made by SPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

The Monthly Bill amount shall be the product of the energy as per JMR/ EBC energy export statement and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of Odisha.

10.3. Payment of Monthly Bills

- 10.3.1. GRIDCO shall pay the amount payable under the Monthly Bill by the Due Date to such account of the SPG, as shall have been previously notified by the SPG.
- 10.3.2. All payments required to be made under this Agreement shall also include any deduction or set off for:
- deductions required by the Law; and
 - Amount claimed by GRIDCO, if any, from the SPG, will be adjusted from the monthly energy payment.

The SPG shall open a bank account (the "SPG's Designated Account") for all Tariff Payments to be made by GRIDCO to the SPG and notify GRIDCO of the details of such account at least sixty (60) days before the dispatch of the first Monthly Bill.

10.3.3. Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by GRIDCO beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPG at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the SPG through the Supplementary Bill.

10.3.4. Rebate

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to GRIDCO in the following manner and the SPG shall not raise any objections to the payments made under this article.

- A Rebate of two percent (2%) shall be payable to GRIDCO for the payments made within a period of seven working days of the presentation of Bill along with required supporting documents at the office of Chief General Manager (PP), GRIDCO
- Any payments made within the Due Date shall be allowed a rebate of one percent (1%).
- For the billing purpose, if bill is received by 12:00 Hours, the present date is considered or else billing date.
- No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess, etc. and on Supplementary Bill.

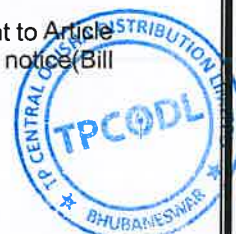


10.4. Payment Security Mechanism Letter of Credit

- 10.4.1. GRIDCO shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a Monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with this Article.
- 10.4.2. Not later than one (1) Month before the start of supply, GRIDCO through a scheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:
- a. for the first Contract Year, equal to the estimated average monthly billing;
 - b. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.
- 10.4.3. Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one draw in a Month.
- 10.4.4. Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, GRIDCO shall restore such shortfall within fifteen (15) days.
- 10.4.5. GRIDCO shall cause the scheduled bank issuing the Letter of Credit to intimate the SPG, in writing regarding the establishing of such irrevocable Letter of Credit.
- 10.4.6. GRIDCO shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- 10.4.7. All costs relating to opening, maintenance of the Letter of Credit shall be borne by GRIDCO
- 10.4.8. If GRIDCO fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from GRIDCO, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- a. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;
 - b. a certificate from the SPG to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.5. Disputed Bill

- 10.5.1. If GRIDCO does not dispute a Monthly Bill or a Supplementary Bill raised by the SPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.
- 10.5.2. If GRIDCO disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
- i. the details of the disputed amount;
 - ii. its estimate of what the correct amount should be; and iii) all written material in support of its claim.
- 10.5.3. If the SPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party, including the date on which such payment has been received as a refund.
- 10.5.4. If the SPG does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the GRIDCO providing:
- i. reasons for its disagreement;



- ii. its estimate of what the correct amount should be; and iii) all written material in support of its counter-claim.

10.5.5. Upon receipt of the Bill Disagreement Notice by the GRIDCO under Article 10.5.4, authorized representative(s) or a director of the Board of Directors/ member of the Board of GRIDCO and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7. For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, GRIDCO shall, without prejudice to its right to Dispute, be under an obligation to make payment of the undisputed amount of the invoice amount in the Monthly Bill.

10.6. Quarterly and Annual Reconciliation

10.6.1. The Parties acknowledge that all payments made against the Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation and annual reconciliation at the end of each Contract Year within 30 days to take into account the JMR/ EBC energy export statement, Tariff adjustment payments, Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPG and GRIDCO shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPG shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7. Payment of Supplementary Bill

10.7.1. SPG may raise a ("Supplementary Bill") for payment on account of:

- i. Adjustments required in the JMR/ EBC energy export statement (if applicable); or
- ii. Change in Law as provided in Article 12

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

10.7.2. GRIDCO shall remit all amounts due under a Supplementary Bill raised by the SPG to the SPG's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required in the JMR/ EBC energy export statement, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

11. FORCE MAJEURE

11.1. Definitions

11.1.1. In this Article, the following terms Affected Party, and Force Majeure, and shall have the following meanings.

11.2. Affected Party

11.2.1. An affected Party means GRIDCO/DISCOM or the SPG whose performance has been affected by an event of Force Majeure.

11.3. Force Majeure

11.3.1. A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidable delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:



- a. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared/ notified by the competent state / central authority/ agency (as applicable);
- b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared/notified by the competent state/ central authority/ agency (as applicable); or
- c. radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

11.4. Force Majeure Exclusions

11.4.1. Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

11.5. Notification of Force Majeure Event

- 11.5.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (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 an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.
- 11.5.2. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. 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 Force Majeure Event.
- 11.5.3. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the 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.

11.6. Duty to Perform and Duty to Mitigate

- 11.6.1. To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, 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 Force Majeure Event as soon as practicable.



11.7. Available Relief for a Force Majeure Event

11.7.1. Subject to this Article 11:

- a. no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;
- c. For avoidance of doubt, neither Party's obligation to make payments of money due and 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.
- d. Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

12. CHANGE IN LAW

12.1. Definitions

In Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- i. the enactment of any new law; or
- ii. an amendment, modification or repeal of an existing law; or
- iii. the requirement to obtain a new consent, permit or license; or
- iv. any modification to the prevailing conditions prescribed for obtaining consent, permit or license, not owing to any default of the SPG; or
- v. any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the Power Project and supply of power from the Power Project by the SPG which have a direct effect on the Project.

However, Change in Law shall not include

- i. any change in taxes on corporate income or
- ii. any change in any withholding tax on income or dividends distributed to the shareholders of the SPG, or
- iii. any change on account of regulatory measures by the Appropriate Commission.

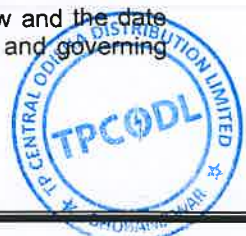
In the event a Change in Law results in any adverse financial loss/ gain to the SPG then, in order to ensure that the SPG is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPG/ GRIDCO shall be entitled to compensation by the other Party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

In the event of any decrease in the recurring/ nonrecurring expenditure by the SPG or any income to the SPG on account of any of the events as indicated above, SPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPG failing to comply with the above requirement, in case of any gain to the SPG, GRIDCO shall withhold the monthly tariff payments on an immediate basis, until compliance of the above requirement by the SPG.

12.2. Relief for Change in Law

12.2.1. The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.

12.2.2. The decision of the Appropriate 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 both the Parties.



13. EVENTS OF DEFAULT AND TERMINATION

13.1. SPG Event of Default

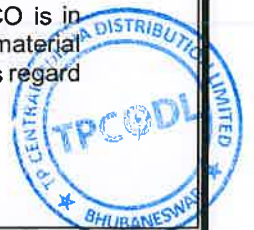
13.1.1. The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by GRIDCO of its obligations under this Agreement, shall constitute an SPG Event of Default:

- i. the failure to commence supply of power to GRIDCO up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to GRIDCO after Commercial Operation Date throughout the term of this Agreement, or if
 - a) the SPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - b) the SPG transfers or novates any of its rights and/ or obligations under this Agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- ii. if (a) the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPG, or (c) the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or
- iii. the SPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from GRIDCO in this regard; or
- iv. except where due to any GRIDCO's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by GRIDCO; or
- v. occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPG;

13.2. GRIDCO Event of Default

13.2.1. The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPG of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting GRIDCO:

- i. GRIDCO fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit,
- ii. GRIDCO repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SPG in this regard; or
- iii. except where due to any SPG's failure to comply with its obligations, GRIDCO is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by GRIDCO within sixty (60) days of receipt of notice in this regard from the SPG to GRIDCO; or



if

- GRIDCO becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against GRIDCO , or
- GRIDCO goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a GRIDCO Event of Default, where such dissolution or liquidation of GRIDCO or GRIDCO 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 has creditworthiness similar to GRIDCO and expressly assumes all obligations of GRIDCO and is in a position to perform them; or;

- iv. Occurrence of any other event which is specified in this Agreement to be a material breach or default of GRIDCO.

13.3. Procedure for cases of SPG Event of Default

- 13.3.1. Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, GRIDCO shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (GRIDCO Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2. Following the issue of a GRIDCO Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.



13.3.4. Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GRIDCO may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the SPG.

13.3.5. Subject to the terms of this Agreement, upon occurrence of a SPG Event of Default under this Agreement, the lenders in concurrence with the GRIDCO may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPG and performing the obligations of the SPG. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, GRIDCO may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

Provided that any substitution under this Agreement can only be made with the prior consent of GRIDCO including the condition that the selectee meets the eligibility requirements of Request for Selection (RFS) issued by GRIDCO and accepts the terms and conditions of this Agreement.

13.3.6. The lenders in concurrence with GRIDCO may seek to exercise the right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with GRIDCO to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this PPA till such time as the is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 Lakh per MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the SPG to GRIDCO

13.3.7. In the event the lenders are unable to substitute the defaulting SPG within the stipulated period, GRIDCO may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.4. Procedure for cases of GRIDCO Event of Default

13.4.1. Upon the occurrence and continuation of any GRIDCO Event of Default specified in Article 13.2, the SPG shall have the right to deliver to GRIDCO an SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2. Following the issue of an SPG Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4. After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or GRIDCO Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GRIDCO under intimation to SPG shall, subject to the prior consent of the SPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by GRIDCO within the stipulated period, then the SPG may terminate the PPA and at its discretion require GRIDCO to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the SPG, damages, equivalent to 6 (six) months, or balance PPA Term whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPG.



13.5. Termination due to Force Majeure

13.5.1. If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

14. LIABILITY AND INDEMNIFICATION

14.1. Indemnity

14.1.1. The SPG shall indemnify, defend and hold GRIDCO harmless against:

- a. any and all third-party claims against GRIDCO for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPG of any of its obligations under this Agreement; and
- b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by GRIDCO from third party claims arising by reason of a breach by the SPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPG, for which specific remedies have been provided for under this Agreement).

14.1.2. GRIDCO shall indemnify, defend and hold the SPG harmless against:

- a. any and all third-party claims against the SPG, 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 GRIDCO of any of their obligations under this Agreement; and
- b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPG from third party claims arising by reason of a breach by GRIDCO of any of its obligations.

14.2. Procedure for claiming Indemnity

14.2.1. Third-party claims

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) 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 a 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 before the Arbitrator in accordance with Article 16.3.2;
 - 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.

- b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) 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.



14.3. Indemnifiable Losses

14.3.1. Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), 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. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4. Limitation of Liability

14.4.1. Except as expressly provided in this Agreement, neither the SPG 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 GRIDCO, the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2. GRIDCO shall have no recourse against any officer, director or shareholder of the SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of GRIDCO, or any affiliate of GRIDCO or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5. Duty to Mitigate

14.5.1. The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

15. ASSIGNMENTS AND CHARGES

15.1. Assignments

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project lender or lender's representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by GRIDCO subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, GRIDCO shall permit assignment of any of SPG's rights and obligations under this Agreement in favour of the lenders to the SPG, if required under the Financing Agreements. Provided that, such consent shall not be withheld if GRIDCO seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the SPG and the GRIDCO provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to GRIDCO. Provided further that, such consent shall not be withheld by the SPG if GRIDCO seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of INR 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to GRIDCO.



15.2. Permitted Charges

15.2.1. SPG shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. Governing Law

16.1.1. This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Bhubaneswar/ Odisha.

16.2. Amicable Settlement and Dispute Resolution

- 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 16.2.1(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 16
 - a. if the other Party does not furnish any counterclaim or defense under Article 16
 - b. or thirty (30) days from the date of furnishing counterclaims 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 16.2.1.
 - c. the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3. Dispute Resolution

16.3.1. Dispute Resolution by the Appropriate Commission

- i. Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- ii. GRIDCO shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.3.2. Dispute Resolution through Arbitration

- ii. If the Dispute arising as per Article 16.2.1 is not amicably resolved & such dispute is not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the provisions of the Electricity Act, 2003 (as amended from time to time) as under: Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time. As stipulated by the said Electricity Act 2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- iii. The place of arbitration shall be at Bhubaneswar. The language of the arbitration shall be English.
- iv. The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- v. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- vi. The award shall be of majority decision.
- vii. GRIDCO shall be entitled to co-opt the lenders (if any) as a supporting party in such arbitration proceedings.

16.4. Parties to Perform Obligations

16.4.1. Notwithstanding the existence of any Dispute and difference referred to the Appropriate



Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

17. MISCELLANEOUS PROVISIONS

17.1. Amendment

17.1.1. This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2. Third-party Beneficiaries

17.2.1. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3. Waiver

17.3.1. No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

17.3.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4. Confidentiality

17.4.1. The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third-parties, except:

- a. to their professional advisors;
- b. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c. disclosures required under Law, without the prior written consent of the other Party.

17.5. Severability

17.5.1. The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6. Notices

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

17.6.2. If to the SPG, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address: [•]
Attention: [•]
Email: [•]
Fax. No.: [•]
Telephone No.: [•]

17.6.3. If to GRIDCO, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address:

17.6.4. All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgment of the recipient, unless the Party delivering the notice can prove in case of



delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

- 17.6.5. Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7. Language

- 17.7.1. All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

- 17.7.2. If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8. Restriction of Shareholders / Owners' Liability

- 17.8.1. Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the relevant act in India.

17.9. Restriction of Shareholders / Owners' Liability

- 17.9.1. Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the relevant act in India.

17.10. Taxes and Duties

- 17.10.1. The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPG, contractors or their employees that are required to be paid by the SPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

- 17.10.2. GRIDCO shall be indemnified and held harmless by the SPG against any claims that may be made against GRIDCO in relation to the matters set out in Article 17.9.1.

- 17.10.3. GRIDCO shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPG by GRIDCO on behalf of SPG.

17.11. Independent Entity

- 17.11.1. The SPG shall be an independent entity performing its obligations pursuant to the Agreement.

- 17.11.2. Subject to the provisions of the Agreement, the SPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPG or contractors engaged by the SPG in connection with the performance of the Agreement shall be under the complete control of the SPG and shall not be deemed to be employees, representatives, contractors of GRIDCO and nothing contained in the Agreement or in any agreement or contract awarded by the SPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and GRIDCO.



17.12. Compliance with Law

17.12.1. 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 thereunder, 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.

17.13. Breach of Obligations

17.13.1. 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.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of GRIDCO

Name:
Designation:
Address:
Signature with seal:

For and on behalf of [SPG]

Name:
Designation:
Address:
Signature with seal:

Witness:

1.

2.

Witness:

1.

2.



Annexure 1: Details of land

SCHEDULE PROPERTY

All that piece and parcel of Schedule Property is mentioned below:

- Name: [name of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- Mobile no.: [Mobile no. of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Registration details: [Registration no., date of registration, registered under [insert the act under which it is registered] (applicable for Cooperatives or Panchayats or FPO or WUA)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land (in acres)	Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.



Annexure 2: Schedule for minimum Contracted Energy generation for the Project

The year-wise schedule for minimum Contracted Energy generation for the Project is mentioned below:

Contract Year	Minimum Contracted Energy (kWh)@15% CUF
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	



Annexure 3: Performance Bank Guarantee format

Format for Performance Security

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

(Performance Security shall be submitted in 2 Nos. of Bank Guarantees in the ratio of 20% and 80% value.)

In consideration of the M/s [Insert name of the Successful Bidder] (hereinafter referred to as 'Solar Project Generator or SPG') submitting the response to RFP No. [RFP] dated [DD MMM YYYY] issued by Tata Power Central Odisha Distribution Limited (TPCODL) inter alia for selection of the Project having the capacity of [Capacity] kWp, at [Insert name of the SPP location] for supply of energy therefrom on long term basis to the concerned DISCOM and TPCODL considering such response to the RFP (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees), TPCODL issuing an intimation Letter of Award no. [intimation no.] dated [DD MMM YYYY] to [name of SPG] as per terms of RFP and the same having been accepted by the SPG resulting in a Power Purchase Agreement (PPA) to be entered into with the concerned DISCOM, for purchase of Delivered Energy from the SPG. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to TPCODL at [TPCODL's address] forthwith on demand in writing from TPCODL or any Officer authorized by it in this behalf, any amount up to and not exceeding INR [Amount] (Indian Rupees [in words]) only, on behalf of the SPG.

This Bank Guarantee shall be valid and binding on this Bank up to and including [insert expiry date in DD MMM YYYY] along with claim date up to and including [insert claim date in DD MMM YYYY] and shall not be terminable by any notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Bank Guarantee is restricted to INR [Amount] (Indian Rupees [in words]) only. Our Bank Guarantee shall remain in force until [insert expiry date in DD MMM YYYY] TPCODL shall be entitled to invoke this Bank Guarantee till [insert claim date in DD MMM YYYY].

The Guarantor Bank hereby agrees and acknowledges that TPCODL shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit at its branch at Bhubaneswar.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by TPCODL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to TPCODL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the SPG and/ or any other person. The Guarantor Bank shall neither require TPCODL to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against TPCODL in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or whatsoever.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly TPCODL shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the SPG, to make any claim against or any demand on the SPG or to give any notice to the SPG or to enforce any security held by TPCODL or to exercise, levy or enforce any distress, diligence or other process against the SPG.



The Guarantor Bank acknowledges that this Bank Guarantee is not personal to TPCODL and may be assigned, in whole or in part, (whether absolutely or by way of security) by TPCODL to any entity to whom TPCODL is entitled to assign its rights and obligations under the PPA.

Signature:

Name: [Name]

Power of Attorney No.: [PoA no.]

For

[Insert name of the Bank]

Email ID of the Bank: [Email id]

Banker's Stamp and Full Address: [Address]

Dated this [DD] day of [MMM], [YYYY]

Witness

1.

Signature

Name and Address

2.

Signature

Name and Address

Note:

1. The stamp paper shall be in the name of the executing bank and of appropriate value of stamp paper.
2. The Performance Security shall be executed by any of the nationalized or scheduled bank in India.



LEASE AGREEMENT

This **Lease Agreement** entered into on this [Day] day of [Month] month [Year] year ("**Effective Date**") at [Location].

BETWEEN:

[Name of the Lessor - Individual Farmer/ Group of Farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations/ Water User Associations] (hereinafter referred to as the "**Lessor**", which expression shall, wherever the context so requires or admits, shall mean and include his legal heirs, executors, administrators and assignees successors in interest);

AND:

[Name of the Lessee – Solar Power Generator (SPG)], represented by [Name of the authorized signatory of the Lessee], (hereinafter referred to as the "**Lessee**", which expression shall, wherever the context so requires or admits, shall mean and include its executors, administrators and assignees successors in interest).

The Lessor and Lessee are individually referred to as a 'Party' and collectively referred to as 'Parties'.

- I. **WHEREAS** the Lessor is the owner in possession of the barren/ agricultural/ non-agricultural land measuring [area in acres] acres situated at Panchayat [Panchayat name], Village [Village name], RI Circle [RI Circle name], District [District name] in Odisha which is more fully described in the Schedule hereunder and hereinafter referred to as the "**Schedule Property**" as given in Annexure 1.
- II. **WHEREAS** the Lessee being a [sole proprietor firm/ partnership firm/ company] incorporated under the [relevant act in India], having its registered office at [registered office address] to plan, develop and operate solar energy-based power plant under MNRE Scheme notified on 8th March 2019 and further amendments.
- III. (a) **WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the Schedule Property which is more fully described in Schedule written hereunder and hereinafter referred to as the "**Schedule Property**" for setting up of the [Project capacity - 500 kW to 2,000 MW] kW solar energy based power plant (hereinafter referred to as the "**Project**").

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section 8-A, of The Odisha Land Reforms Act, 1960 for the conversion of the Schedule Property. The Lessee, on behalf of the Lessor, shall presume that the Schedule Property is deemed to have been converted for non-agricultural purposes, in case it is required to convert the land for non-agricultural purposes. However, the Lessee shall be responsible for obtaining the approval for converting the status of the Schedule Property, as per the Applicable Law.
- IV. **WHEREAS** the Lessor and Lessee have mutually determined the lease rent charges as detailed in Article 3 of this Lease Agreement.
- V. **NOW THIS LEASE AGREEMENT WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule Property on the following terms and conditions:



1. PURPOSE OF LEASE:

The grant of lease by the Lessor to the Lessee in respect of the Schedule Property is for the purpose of developing the Project (including associated infrastructure like office, fence etc.) under the MNRE Scheme notified on 8th March 2019 and further amendments.

2. PERIOD OF THE LEASE

The period of this Lease Agreement shall be for twenty-seven (27) years from the Effective Date ("Lease Period") which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the Parties, by executing and registering a separate lease agreement.

3. RENT

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be INR [in number]/- (Indian Rupees [in words]) only per annum per acre for the Lease Period. The portion of the Schedule Property less than one acre shall be calculated in terms of decimal and the rent payable for the same shall be at INR [in number]/- (Indian Rupees [in words]) only per decimal or part thereof, per annum for the Lease Period.
- b) The annual rent shall be paid in twelve (12) equal installments and each installment shall be paid, in advance, by the 5th day of every month, by crediting the same to the Lessor's bank account, the details of which may be furnished by the Lessor from time to time.
- c) The SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement until achieving the COD and for the first month of the PPA Term. In this regard, the SPG shall submit the bank receipts to GRIDCO/DISCOM by 10th of every month citing that the rent payments are made on or before 5th of every month;
- d) The Lessee shall make payment of monthly rent through GRIDCO/DISCOM in line with the Power Purchase Agreement (PPA) signed between the Lessee and DISCOM during the PPA Term, except for the first month of PPA Term. In such a case, GRIDCO/DISCOM will pay the rent to Lessor on monthly basis from the proceeds payable to the Lessee for the energy supplied by Lessee as per the PPA. In case there is a shortfall of payment for the payment to be made to the Lessor, then the Bidder shall be responsible to make a payment to GRIDCO/DISCOM for the equivalent amount thirty (30) Days prior to the due date of payment.
- e) The SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement from the date of expiry of PPA term of 25 years (as per the PPA terms and conditions) until the expiry of Lease Period. In this regard, the SPG shall submit the bank receipts to GRIDCO/DISCOM by 10th of every month citing that the rent payments are made on or before 5th of every month and this obligation will survive post expiry of the PPA term of 25 years;
- f) The rent hereby reserved shall be paid by enhancing the same at the end of every [●] year(s), at [●%] or [INR in amount] on the rent hereby agreed.
- g) If the Lessee delays the payment of rent by the due date of every month, for any reason, the same shall be paid by adding the interest at the rate [●]% for the said delayed period.



- h) The monthly rent schedule is attached in Annexure 2 (Rent Schedule).

4. GENERAL TERMS

- a) In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee through DISCOM/ GRIDCO regularly and on complying with other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the Schedule Property during the Lease Period without any interruption by the Lessor.
- b) The Lessor shall allow the Lessee or its representatives to conduct a survey and other related work.
- c) The Lessor has no objections for the Lessee to establish the Project in the Schedule Property, which is the purpose of the grant of this lease and to that effect, the Lessee entering into any agreements, deeds with companies, individuals, developers/ third party, etc. in respect of the Schedule Property.
- d) The Lessor has no objections for the Lessee or its representatives for installation of machinery, equipment, etc. to establish the Project in the Schedule Property and all work relating to thereto, including but not limited to laying poles, wires, etc.

5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW LESSOR

- a) In the event of the Lessor transferring their rights/ interest in any manner during the existence of the lease to any other Person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the Lessor shall inform the Lessee about the acquiring of the right/ interest in respect of the Schedule Property and on receipt of such information, the Lessee shall accept such Person's lessorship of the Schedule Property and obtain a written confirmation from such Person to the effect that he will be bound by the terms of the Lease Agreement.
- b) In the event of the Lessor transferring their rights/ interest to any other Person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the Person to the effect that the Person will be bound by the terms and conditions of the Lease Agreement for the balance Lease Period or for using the said documents for renewal of the lease agreement, if required mutually by the parties.
- c) During the subsistence of the Lease Agreement, the Lessor shall not carry any activity, in the Schedule Property, other than those agreed in this Lease Agreement;
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Lease Agreement.
- e) Two (2) original Lease Agreements shall be made for the Lessee and the Lessor.
- f) In the event of any dispute in respect of the Schedule Property, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall pay the same together with interest thereon at the rate [●]% for such period.
- g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favor of any banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.



- h) The Lessor shall pay all the tax/ any other statutory or other charges, as applicable, in respect of the Schedule Property during the Lease Period or extended lease period, if applicable.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and other registration charges, as applicable for this Lease Agreement shall be paid by the Lessee during the Lease Period.

7. FORCE MAJEURE:

It is also agreed and understood between the Parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/ its merchandise.

8. ADDRESSES FOR CORRESPONDENCE. ETC

Any notice and/ or communications between the Parties shall be deemed to be sufficient if delivered by hand under acknowledgment or sent by registered post acknowledgment due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time or email post an acknowledgment:

LESSOR'S:

Name of the contact person: [●] Designation
of the contact person: [●]Address: [●]
Email: [●]
Contact no.: [●]

LESSEE'S:

Name of the contact person: [●] Designation
of the contact person: [●]Address: [●]
Email: [●]
Contact no.: [●]

9. LESSOR'S DUTIES, COVENANTS, AND OBLIGATIONS

- a) The Lessor hereby covenants with the Lessee that the Lessee regularly paying the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule Property without let, hindrance or interference from the Lessor or any other Person claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule Property or on account of any action by the Government during the Lease Period and in the event of dispossession of the Lessee from the Schedule Property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.
- b) The Lessor shall offer necessary support and cooperation to the Lessee in its process to obtain required permissions, approvals, clearances, etc., from any statutory authority or other local bodies for the purpose of obtaining and license, permissions, etc., for installation of the Project. However, obtaining such permissions, approvals, clearances, etc., shall be the sole responsibility of Lessee.



10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

- a) The Schedule Property shall be utilized for the purpose, as mentioned under Article 0;
- b) The Lessee shall pay the rents regularly and promptly, as mentioned under Article 3.

11. TERMINATION AND RE-ENTRY

The Lease shall be terminable under all or any of the following circumstances, namely –

- a) by efflux of time;
- b) in the event of breach by either Party of the terms, conditions and covenants hereof;
- c) if the Schedule Property or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or Force Majeure situation, etc., and these damages are not restored to by the Lessor within a reasonable time or if the demised premises is acquired compulsorily by any authority (in this case, the Lessee will have the recourse of arbitration against such authority);
- d) After the expiry of the Lease Period, the Lessee shall handover the Schedule Property to the Lessor as it existed previously at the time of this Lease Agreement (subject to normal wear and tear). The Lessee will ensure that the Project after the 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time, failing which the cost of restoring the Schedule Property to the previously existing condition will be recovered by the Lessor from the proceeds payable to the Lessee in lieu of energy supplied by Lessee as per the Power Purchase Agreement.
- e) If the PPA signed between the Lessee and DISCOM/ GRIDCO is terminated due to any reasons whatsoever.

12. VARIATION:

The Lessor and the Lessee hereto acknowledge that this Lease Agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this Lease Agreement between the Parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

13. ARBITRATION:

- a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this Lease Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this Lease Agreement shall be referred to and resolved by arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The arbitration proceedings shall be held at Odisha, preferably at Bhubaneswar/ Cuttack, and shall be in English Language.



- b) This Lease Agreement shall be governed by the laws of India. The Courts at Odisha alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this Lease Agreement .

IN WITNESS WHEREOF the Parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:
Name of the Authorized Signatory:
Date:

Signature:
Name of the Authorized Signatory:
Date:

Witnesses:

In the presence of:
1.

Signature:
Name:
Designation:

2.

Signature:
Name:
Designation:

Witnesses:

In the presence of:
1.

Signature:
Name:
Designation:

2.

Signature:
Name:
Designation:



Annexure 1 (SCHEDULE PROPERTY)

All that piece and parcel of Schedule Property is mentioned below:

- Name: [name of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- Mobile no.: [Mobile no. of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Registration details: [Registration no., date of registration, registered under [insert the act under which it is registered] (applicable for Cooperatives or Panchayats or FPO or WUA)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ of land acres)	rakba (in Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.



Annexure 2 (RENT SCHEDULE)

The annual and monthly rent schedule is attached below:

Year count	Annual rent (INR)	Monthly rent (INR)
Year 1		
Year 2		
...		
...		
Year 26		
Year 27		

