POWER PURCHASE AGREEMENT (PPA)

REPOWERING OF EXISTING WIND POWER PLANTS AND DEVELOPMENT OF SOLAR POWER PLANTS AS A COMBINED WIND-SOLAR POWER PROJECT UNDER TARIFF-BASED COMPETITIVE BIDDING (TBCB) – BOO MODEL

BETWEEN

……. [Insert Name of the Developer]

And

Tamil Nadu Green Energy Corporation Limited

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This Power Purchase Agreement is made on the ……. [Insert date] day of ……. [Insert month] of ……. [Insert year] at …… [Insert place]

Between

……. [Insert name of the Developer] (CIN-…….), a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at ……..... [Insert address of the registered office of Developer] (hereinafter referred to as "Developer" 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

Tamil Nadu Green Energy Corporation Limited (CIN-……..), a company formed as per G.O. Ms No.7 dt.24.01.2024 and incorporated under the Companies Act 2013, having its registered office at 10th Floor, N.P.K.R.R Maaligai,144, Anna Salai, Chennai – 600 002 (hereinafter referred to as "TNGECL", or "Procurer" or "Buyer" 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 Developer and TNGECL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. TNGECL had initiated a Tariff Based Competitive Bid Process for procurement of 34.75 MW of the power generated from the Project on the terms and conditions contained in the Request for Selection (herein after referred to as 'RfS') issued by TNGECL vide RfS No……..... dated……. including its subsequent amendments and clarifications, if any.
B. ……..... [Insert name of the Bidding Company] has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a Special Purpose Vehicle……..... [Insert the name of SPV, if applicable] (hereinafter referred to as 'Developer') for development,

generation and supply of electricity from the 34.75 MW Wind-Solar Combined Power Project to be established by Developer in the identified location in Tamil Nadu.

C. TNGECL has issued the Letter of Award No……. dated……in favor of the [Insert the name of Bidding Company] for development and establishment of the 34.75 MW Wind-Solar Combined Power Project in the State of Tamil Nadu as per the terms and conditions contained in the RfS, and draft of this Power Purchase Agreement, including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Award.

D. TNGECL has agreed to purchase such power from the Developer.

E. In terms of the RfS and the Bidding Documents, the Developer has furnished the Performance Bank Guarantee in the sum of Rs 10,00,00,000 (Ten crore) in favor of TNGECL as per the format provided as a part of the Bidding Documents.

F. The Developer has fulfilled the terms of the bidding and the terms of the Letter of Award for signing this Power Purchase Agreement as a definitive agreement for establishing the Wind-Solar Combined Power Project of 34.75 MW at Kayathar – I, Kayathar – II, Muppandal, and Puliyankulam for generation and sale of electricity by the Developer to TNGECL on a back-to-back basis.

G. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for establishment of the Wind-Solar Combined Power Project as per the provisions of this Agreement, and for generation and supply of electricity by the Developer to TNGECL.

H. The Developer has agreed to install, operate and maintain the Project for the period of 25 years (or extended period as mutually agreed) from the date of Scheduled Commercial Operation Date (SCOD) of the project; TNGECL has agreed to purchase the entire power of the said Project on the terms and conditions contained in this Agreement.

I. TNGECL has agreed to pay for the energy purchased from the Developer at a tariff to be determined as per provisions contained herein.

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: Definition and Interpretation

1.1. 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 there under, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

1.1.1. "Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

1.1.2. "Adjustment Period" shall mean the period between the date of COD and the 1st day of the first Operational Year.

1.1.3. "Affiliate" shall mean a company that, directly or indirectly,

a. controls, or
b. is controlled by, or
c. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one company of at least 51% (fifty one percent) of the voting rights of the other company.

1.1.4. "Agreement" or "Power Purchase Agreement" or "PPA" shall mean the Power Purchase Agreement signed between the successful bidder and TNGECL according to the terms and conditions of the standard PPA enclosed with this RfS.

1.1.5. "Approvals" means the permits, clearances, licenses and consents and any other statutory approvals required for execution of the Project.

1.1.6. "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Government Instrumentality in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Government Instrumentality.

1.1.7. "Appropriate Commission" Unless otherwise stated or the context requires, Appropriate Commission shall mean Tamil Nadu Electricity Regulatory Commission (TNERC).

1.1.8. "Assignment" has the meaning set forth in Article 15.1.

1.1.9. "Backdown" shall mean part of Installed Capacity available for scheduling but not scheduled based on instructions from TNPDCL/SLDC /RLDC, as the case may be.

1.1.10. "Base rate of late payment surcharge" means the marginal cost of funds-based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds-based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

1.1.11. "Bill Dispute Notice" shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party.

1.1.12. "Billing Period" shall mean a period of one month starting from the 1st day of first Operational Year, continuing for a total duration of 25 years.

1.1.13. "Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks / TNGECL remain open for business in Chennai, Tamil Nadu.

1.1.14. "Capacity Utilization Factor" or "CUF" shall have the same meaning as provided in CERC (Terms & 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 Installed Capacity; In any Operational Year, if 'X' MWh of energy has been metered out at the Interconnection Point for 'Y' MW Project capacity, CUF= (X MWh/ (Y MW*8766)) X100%.

1.1.15. "CERC" shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors.

1.1.16. "Change in Law" shall have the meaning ascribed thereto in Clause 12 (Change in Law) of this Agreement.

1.1.17. "Commencement of Supply of Power" shall mean the date of commencement of power supply shall mean the date of onset of commercial offtake of power supply under the PPA. Prior to declaration of commencement power supply, the Developer shall submit COD certificate upon receipt of successful completion of trial run certificate by the respective SRLDC for the corresponding Installed Capacity to TNGECL as part of the requisite documents.

1.1.18. "Commissioning" shall mean the Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Schedule 2.

1.1.19. "Competent Court" means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

1.1.20. "Commercial Operation Date" or "COD" shall mean the date on which the Project / Unit is fully commissioned (certified by TNGECL) and available for commercial operation.

1.1.21. "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 power.

1.1.22. "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 TNGECL 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.

1.1.23. "Contracted Capacity" shall mean 34.75 MW (Wind – 18.75 MW and Solar – 16 MW) as per Letter of Award.

1.1.24. "Dispute" shall mean any dispute or difference of any kind between TNGECL and the Developer, 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.

1.1.25. "Due Date" shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the TNGECL 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 TNGECL.

1.1.26. "Effective Date"shall mean the date on signing of this Power Purchase Agreement.

1.1.27. "Energy Accounts" shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; TNGECL reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of the same by the Buying Utility;

1.1.28. "Electricity" shall mean the electrical energy in kWh (kilowatt-hours).

1.1.29. "Expiry Date" shall mean the date occurring after twenty-five (25) years from the SCOD or from the rescheduled date of commencement of supply to the extent of extension given by the TNGECL on the grounds which are beyond control of the Developer.

1.1.30. "Financing Documents" mean the agreements and documents entered/to be entered into between the Developer and the Financing Parties relating to the financing of the Project.

1.1.31. "Financial Closure" shall mean the arrangement of necessary funds by the Developer towards one hundred percent (100%) of the Project cost, to be achieved within six (6) months from the date of signing of the Power Purchase Agreement (PPA). Such arrangement may be made either through commitment of funds from the internal resources of the Developer, evidenced by a resolution passed by its Board of Directors, and/or through tie-up of funds by way of a loan sanction letter or firm commitment letter issued by a bank or financial institution agreeing to finance the Project. The Developer shall be required to provide necessary certificates to TNGECL evidencing achievement of Financial Closure.

1.1.32. " Financial Closure Date" shall mean the date that falls six (6) months prior to the Scheduled Commercial Operation Date (SCOD) of the Project. For

example, if the SCOD of the Project is 25.11.2025, then the Financial Closure Date shall be 25.05.2025.

1.1.33. "Financing Parties" shall mean the parties financing the Project, pursuant to the Financing Documents.

1.1.34. "Force Majeure Event" shall have the meaning set forth in Article 11 (Force Majeure Event).

1.1.35. "GoI" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

1.1.36. "GoTN" shall mean the Government of the State of Tamil Nadu and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

1.1.37. "Government Instrumentality" shall mean the GoI, the GoTN and their ministries, inspectorate, departments, agencies, bodies, Authorities, legislative bodies.

1.1.38. "Grid Code" or "State Grid Code" shall mean the Tamil Nadu Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable.

1.1.39. "Grid System" shall mean STU (TANTRANSCO) / Discom's power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

1.1.40. "Installed Capacity" shall mean 34.75 MW (Wind – 18.75 MW and Solar – 16 MW) which is the capacity contracted with TNGECL for supply by the Developer to TNGECL at the Interconnection Point.

1.1.41. "Interconnection Facilities" shall mean the facilities on Developer's side of the Interconnection 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 STU, 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.

1.1.42. "Interconnection Point" shall be the single point, at locations provided by TNGECL as per Annexure I, in line with applicable regulation/ rules.

1.1.43. "Intermediary Procurer" shall mean TNGECL.

1.1.44. "Invoice" or "Bill" shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.

1.1.45. "KV" shall mean Kilovolts.

1.1.46. "kWh" shall mean Kilowatt-hour.

1.1.47. "Law" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

1.1.48. "Letter of Award" or "LOA" shall mean the letter issued by Tamil Nadu Green Energy Corporation Limited (TNGECL)to the Selected Bidder for award of contract.

1.1.49. "Lender" means such bank, or other financial institution, including their successors and assignees, who have agreed to provide the developer with debt financing of the Project.

1.1.50. "Metering Date" for a Billing Period, means the midnight of the last Day of the calendar month.

1.1.51. "Month" shall mean calendar month.

1.1.52. "MNRE" shall mean Ministry of New and Renewable Energy, Government of India.

1.1.53. "MW" means Megawatts.

1.1.54. "Operational Year" shall mean, a period of twelve consecutive months starting from the first day of the month subsequent to the month in which COD is achieved, continuing for a total duration of 25 years. For clarity, if the COD is achieved on 15th September 2025, Operational Year shall start from 1st October 2025.

1.1.55. "Party or Parties" has the meaning set forth in the preamble to this Agreement;

1.1.56. "Part Commissioning" shall mean the commissioning of minimum 50% of the Installed Capacity prior to the SCOD.

1.1.57. "Performance Bank Guarantee" means the irrevocable unconditional bank guarantee no. _____dated _____ amounting to Rs. 10,00,00,000 only/- issued

by _____ Bank Ltd with validity period upto 180 days after the SCOD, submitted by the Developer as per RfS No. _____ thereto, if any.

1.1.58. "Premises" means the entirety of any structures and underlying real property located at the Project Site

1.1.59. "Preliminary Default Notice" shall have the meaning ascribed thereto in Article 13 of this Agreement.

1.1.60. "Project Sites" (individually referred to as "Project Site") shall include sites where the project is to be implemented

Kayathar I

Kayathar II

Muppandal

Puliyankulam

1.1.61. "Project" or "Wind-Solar Combined Power Project" shall mean a wind-solar combined power plant to be established by the successful bidder comprising of number of units at multiple locations, including all associated infrastructure such as civil works, buildings, plant and machinery, wind turbine generators (WTGs), solar photovoltaic modules, inverters, balance of system (BoS), switchgear, transformers, metering equipment, protection systems, monitoring and control systems, communication facilities, and any other ancillary equipment and facilities required for generating, evacuating, and delivering electricity to TNGECL at the Interconnection Points.

1.1.62. "Project Asset(s)" shall mean the equipment and infrastructure installed by the Developer during the Contract Period. Project Assets shall exclude any existing infrastructure developed by the State Transmission Utility (STU).

1.1.63. "Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

1.1.64. "Request for Selection" or "RfS" or "Bidding Documents" shall mean Request for Selection Documents issued by TNGECL vide

RfSNo._____dated _____ including subsequent clarifications, amendments, and addenda thereof.

1.1.65. "SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder which shall not exceed 12 (Twelve) months from the effective date of PPA.

1.1.66. "SEA" means the State Energy Account issued by State Load Dispatch Centre, Tamil Nadu and amendment thereto.

1.1.67. "Selected Bidder or Successful Bidder" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the Terms of Agreement as per Clause 2.2.

1.1.68. "SLDC" means the State Load Dispatch Center as notified by the Government of Tamil Nadu.

1.1.69. "SLDC Charges" shall mean the charges levied by the SLDC of the state wherein the Wind-Solar Combined Power Project is located.

1.1.70. "STU or State Transmission Utility" shall mean the Tamil Nadu Transmission Corporation Limited (TANTRANSCO).

1.1.71. "TANTRANSCO" shall mean Tamilnadu Transmission Corporation Limited.

1.1.72. "Tariff" shall have the meaning set forth in Article 9 (Applicable Tariff).

1.1.73. "Term" means the term of the Agreement as defined in Clause 2.2 (Terms of Agreement).

1.1.74. "Term of Agreement" shall have the meaning ascribed thereto in Clause 2.2 of this Agreement .

1.1.75. "Termination Notice" shall mean the notice given by either parties for termination of this Agreement in accordance with Article 13 (Events of Default and Termination) of this Agreement.

1.1.76. "TNERC" means the Tamil Nadu Electricity Regulatory Commission.

1.1.77. "Transmission Infrastructure" shall mean the evacuation infrastructure including transmission lines along with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works, at the Project Sites to deliver the electricity generated by the Project at the designated Interconnection Points respectively.

1.1.78. "Week" shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.

Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

1.1.79. "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures.

1.1.80. An "Article", a "Recital", a "Schedule" and a "paragraph/ clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement.

1.1.81. A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);

1.1.82. An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.

1.1.83. "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.

1.1.84. A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.1.85. Rupee", "Rupees", "Rs." or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.1.86. The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of

liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.1.87. Words importing the singular shall include the plural and vice versa;

1.1.88. This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;

1.1.89. A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time;

1.1.90. A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.1.91. Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.1.92. The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.1.93. All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;

1.1.94. The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.1.95. The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.1.96. This Agreement and other documents such as Request for Selection Documents including subsequent clarifications, amendments in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

- Power Purchase Agreement
- RfS Document

2. Article 2: Term of Agreement

2.1. **Effective Date**

2.1.1. This Agreement shall come into effect from _____. (the date of its execution by both the Parties) and such date shall be referred to as the Effective Date.

2.1.2. The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.

2.2. **Term of Agreement**

2.2.1. Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date.

2.3. **Early Termination**

2.3.1. This Agreement shall terminate before the Expiry Date: if either the Developer or TNGECL terminates this 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 liquidated damages 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. Article 3: Conditions Subsequent

3.1. Satisfaction of Conditions Subsequent by the Developer

3.1.1. The Developer agrees and undertakes to duly perform and complete all of the following activities at its own cost and risk unless such completion is affected by any Force Majeure event, or for the activities specifically waived off in writing by TNGECL.

3.1.2. Developer shall sign right of use Agreement, provided in Annexure VI with TNGECL in addition to signing of PPA with TNGECL. The land area will be given to the developer by TNGECL for usage within 60 days from the signing of the PPA.

3.2. Performance Bank Guarantee

3.2.1. The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until 12 months after the SCOD of the Project, submitted for a value of INR. 10,00,00,000/- (Rupees Ten Crores) under this Agreement, shall be for guaranteeing the commissioning of the project as per the Contracted Capacity within the time specified in this Agreement.

3.2.2. The failure on the part of the Developer to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the Developer.

3.2.3. If the Developer fails to commence supply of power from the SCOD specified in this Agreement or any further extension thereof granted by TNGECL, subject to conditions mentioned in Clause 4.8, TNGECL shall encash the Performance Bank Guarantee equivalent to the amount calculated as per liquidated damages applicable under as on the date of encashment without prejudice to the other rights of TNGECL under this Agreement.

3.2.4. The Developer acknowledges and accepts that the amount of the Performance Bank Guarantee and the methodology specified for calculation of the compensation payable for nonfulfillment of conditions subsequent within the stipulated time as well as non-commencement of supply within the stipulated time is a genuine and accurate pre-estimation of the actual loss that will be suffered by TNGECL. The Developer further acknowledges and accepts that a breach of any of the obligations contained herein result in injuries and that the

amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by TNGECL in each case specified under this Agreement.

3.3. **Return of Performance Bank Guarantee**

3.3.1. Subject to Article 3.2, TNGECL shall return / release the Performance Bank Guarantee within 180 days from the successful commissioning of the Project, after taking into account any penalty due to delays in commencement of power supply beyond the SCOD as per provisions stipulated in this Agreement. PBG may be returned on a pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the Developer.

3.3.2. The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of TNGECL under this Agreement.

3.4. **Financial Closure**

3.4.1. The Developer at its own cost and risk, within 180 days from the Effective Date (referred to as "Financial Closure Date") make Project financing arrangements.

3.4.2. The Developer will have to submit the required Financing Documents to TNGECL at least 14 days prior to the Financial Closure Date. In case of delay in submission of documents mentioned above, TNGECL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.5. **Consequences of non-achievement of Financial Closure**

3.5.1. In case of a failure to submit the documents as per Article 3.4, TNGECL may encash the Performance Bank Guarantee submitted by the Developer, terminate this Agreement and remove the Project by giving a notice to the Developer in writing of at least thirty (30) days, unless the delay is on account of delay in allotment of Land not owing to any action or inaction on the part of the Developer or caused due to a Force Majeure. Unless extended as per provisions of Article 3.5.2 of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 30th day of the above notice.

3.5.2. An extension, without any impact on the SCOD, can however be considered, on the request of the Developer and discretion of TNGECL , on payment of Rs.1000/- per day per MW to TNGECL. Such extension charges are required

to be paid to TNGECL in advance, for the period of extension required. In case such delay in making payment of the extension charges to TNGECL is more than 30 days, the termination of the Agreement shall take effect pursuant to issuance of termination notice of 30 days which may be issued by TNGECL. In case of the Developer meeting the requirements of Financial Closure before the last date of such proposed delay period, the excess amount deposited by the Developer shall be returned by TNGECL without interest on achievement of successful commissioning within the SCOD, on pro-rata basis, based on the Project Capacity commissioned as on SCOD. However, in case the Developer fails to commission the Contract Capacity by SCOD, the extension charges deposited by the Developer shall not be refunded by TNGECL. This shall be without prejudice to the further right of TNGECL to claim liquidated damages for the delay in achieving the Commissioning of the project.

3.5.3. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.5.4. In case of inability of the Developer to fulfil the conditions specified in Article 3.4 (Financial Closure) due to any Force Majeure event, the time period for fulfilment of the Financial Closure as mentioned in Article 3.4, shall be extended for the period of such Force Majeure event.

4. Article 4: Construction and Development of the Project

4.1. Installed Capacity

4.1.1. The Developer shall configure the Project with the objective of supplying Wind-Solar Combined Power to TNGECL. Accordingly, the Project Capacity i.e. Installed Capacity shall mean the rated capacity of the Project as given below-

S.No.	Renewable Energy Source	Capacity
1.	Wind	18.75 MW
2.	Solar	16 MW
	Installed Capacity	**34.75 MW**

4.1.2. For the avoidance of doubt, all calculations related to liquidated damages, penalties, or any other applicable provisions shall be based on a total capacity of 34.75 MW, comprising 18.75 MW and 16 MW of Wind and Solar capacities respectively.

4.2. Obligations for Developer and TNGECL

4.2.1. **Developer's Obligations-** The Developer undertakes to be responsible, at Developer's own cost and risk, for the following:

a. The Developer will be responsible for decommissioning of the existing windmills at the Project Sites. The scrap and dismantled material resulting from the decommissioning shall remain the property of the Developer, and TNGECL shall have no claim or right over its value or disposal.

b. The Developer shall be responsible for developing the Project along with the associated infrastructure, including making necessary arrangements for connectivity up to the Interconnection Points, to ensure evacuation of power by SCOD. This includes establishing appropriate linkage between the Project switchyard and the Interconnection Facilities at the Interconnection Point. The developer is free to undertake assessment of existing transmission facilities connecting the existing wind turbines to the Interconnection Point and plan the necessary arrangements for connectivity.

c. The Developer shall be responsible for securing connectivity to the designated Interconnection Points, including the development of all associated infrastructure and submission of requisite applications. It shall be the sole responsibility of the Developer to initiate and complete all necessary

processes. All related costs, including bay charges, infrastructure development fees, and connectivity charges, shall be borne by the Developer.

d. The maintenance of the Interconnection Facilities upto the Interconnection Point including site level improvement, connectivity and associated infrastructure shall be the responsibility of the Developer. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the Developer.

e. Obtaining and maintaining all Consents, Clearances and Permits as required in full force and effect during the Term of this Agreement. Except for the Earmarked Land and Connectivity for the Project, TNGECL shall have no obligation to recommend to any Department/Agency of the Government for the grant/permission for the Project. The Developer shall, on his own, obtain permissions/ sanctions from concerned Government Instrumentality for, establishing and operating the Project. Any steps that may be taken by TNGECL in regard to grant of such consents and permits or any other approval to be taken by the Developer shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.

f. 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.

g. Owning the Project free and clear of encumbrances throughout the Term of Agreement as per Clause 2.2, except those expressly permitted under Article 15 (Assignments and Charges).

h. Maintaining its shareholding pattern as per Annexure 3 in the agreement.

i. Fulfilling all other obligations required to be undertaken by the Developer under this Agreement for development of Project on “Build, Own, Operate” basis and supply of Wind-Solar Combined Power during the term and provisions of this agreement and LOA.

j. The Developer shall be responsible for directly coordinating and dealing with the TNGECL and State Load Despatch Centers in all respects in regard to declaration of availability, scheduling and despatch and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

k. As part of scheduling of power from the Project, the Developer will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interface of SLDC for the corridor of power flow, as per the Regulations in force, under intimation to TNGECL. The Developer must intimate TNGECL in advance (preferably in the first week of the month), the energy transacted in the previous month. The Developer shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices/penalty.

l. Further, the Project being implemented under this Agreement shall fulfill the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

m. The Developer shall be liable to make available on first priority to TNGECL, all available capacity from the Project and there shall be no commitment entered into by the Developer affecting the said rights of TNGECL.

n. If the Developer repeatedly deviates from the schedule issued by SLDC for the purpose of commercial gain, it shall constitute a material breach of this Agreement.

o. After completion of Term of Agreement as per clause 2.2 or Early Termination or any other reason specified in this Agreement, the Developer shall clear the land provided by the TNGECL on usage basis and all the Project Assets (excluding the evacuation infrastructure developed by the Developer and existing infrastructure developed by STU) needs to be cleared by the Developer at the time of handing over the land to TNGECL and that expenses shall be borne by Developer.

p. For the Project being implemented under this Agreement, the Developer shall be required to submit the progress status of the Project to TNGECL as and when requested by TNGECL, strictly within the timelines provided by TNGECL. Further, on the 5th day of every calendar month, the Developer shall be required to submit the Project progress status.

q. For the respective Solar and Wind Power generation system, the Developer shall fulfil the technical requirements. For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I under the "Approved List of Models and Manufacturers"

as published by MNRE and valid as on the date of invoicing of such modules. In case of wind capacity, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS.

r. Prior to synchronization of the Project with the grid, the Developer shall be required to obtain certification of the Project's readiness by successfully completing the acceptance and/or performance tests, as may be prescribed by the Central Electricity Authority (CEA) or any other agency authorized by the Central Government. Such certification shall be a prerequisite for synchronization and shall confirm compliance with the applicable technical, operational, and safety standards.

s. The Developer shall operate and maintain the Project in accordance with Prudent Utility Practices.

t. The Developer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoTN or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it.

u. The developer shall be held responsible to dismantle all the existing overhead conductors of the 33 kV and 11KV feeders where the project has been proposed and such dismantled conductors shall be handed over to the concerned utility stores by the developer.

v. It is the responsibility of the developer to establish online arrangement for reporting of metering data, breakers and isolator status data and other weather parameters as per TNERC (Terms and Conditions for Green Energy Open Access) Regulations, 2025 as amended from time to time.

w. It will be the responsibility of the developer to pay the scheduling and system operating charges to SLDC as amended from time to time by the Commission during the entire period of PPA.

4.2.2. **TNGECL's Obligations-** TNGECL undertakes to be responsible for the following-

a. leasing of earmarked land for Project, as per the terms agreed in the Land Right of use Agreement (Annexure VI)

b. substation improvement activities as detailed in Annexure II,

c. make timely payments (with respect to a Monthly Bill or a Supplementary Bill), in accordance with the provisions of this Agreement.

d. TNGECL shall grant Must Run Status to the Project subject however to the considerations as stated under clauses 4.11 (Generation Compensation for Off-take Constraints) of the PPA.

4.3. **Information regarding Interconnection Facilities**

4.3.1. The Developer shall be required to obtain all information from the STU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the Developer's side of the Interconnection Point to enable delivery of electricity at the Interconnection Point. The transmission of power up to the Interconnection Point where the metering is done for energy accounting shall be the responsibility of the Developer at his own cost.

4.3.2. Penalties, fines, and charges, etc. imposed by the STU/concerned authority under any statute or guidelines in relation to delay in commissioning of Wind-Solar Combined Power Project shall be entirely dealt by the Developer and any such amounts claimed by such agency(ies) shall be payable by the Developer.

4.3.3. The maintenance of the Transmission Infrastructure up to the Interconnection Point as per the applicable regulations shall be the responsibility of the Developer. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the Developer.

4.3.4. The arrangement of connectivity upto Interconnection Point shall be borne by the Developer. In case of non-availability of Grid and Transmission Infrastructure beyond the Interconnection Point during Term of this Agreement, for reasons not attributable to the Developer, provisions of Article 4.11 (Generation Compensation for Off-take Constraints) shall be applicable.

4.3.5. Treatment of STU Charges & losses shall be as per the extent regulation / orders / guidelines.

4.4. **Purchase and sale of Power within the Contracted Capacity**

4.4.1. Subject to the terms and conditions of this Agreement, the Developer undertakes to sell Power to TNGECL while TNGECL undertakes to purchase such power and pay Tariff as per Article 9 for the energy supplied at the Interconnection Point(s) corresponding to the Contracted Capacity, subject to the provisions of Article 4.6.

4.5. **Performance Parameters**

4.5.1. Subsequent to commissioning of the Project, for any Operational Year, the developer shall maintain a minimum Capacity Utilization Factor (CUF) of 26% on an annual average basis, with a permissible variation of ± 2%.

4.5.2. The Developer shall ensure that the combined system is designed and operated to achieve this minimum CUF, factoring in resource availability, seasonal variations, and technological efficiencies.

4.6. **Supply of Power**

4.6.1. The Developer shall offer the Installed Capacity for scheduling and procurement of power by the TNGECL as per Clause 4.1 (Installed Capacity) in accordance with Clause 4.5.1. The Developer shall deliver the power to TNGECL as scheduled by SLDC on a day ahead basis, as detailed out in Article 6 (Despatch and Scheduling) below.

4.6.2. The Developer shall ensure supply of energy throughout the Term of the Agreement in compliance with Article 4.5.

4.6.3. The Developer shall plan the dispatch of electricity and convey its availability for scheduling as per the directions of SLDC, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003 and subsequent amendment thereto.

4.6.4. The liquidated damages for each Year shall be calculated and levied in accordance with Article 4.7.

4.6.5. **Treatment of Excess Power Generation-** For any Operational Year, in the case of excess generation over and above generation at 28% CUF, the Developer shall offer the excess energy to TNGECL at 75% of the Tariff as per Article 9. At any case, the developer shall not sell the power to any other third party through bilateral/ or through power exchange without approval of the TNGECL/TNPDCL.The Developer shall intimate TNGECL about the

proposed excess quantum of energy likely to be generated from the Project within any Operational Year, at least 60 days prior to the proposed date of commencement of excess generation. TNGECL shall be required to intimate its approval/refusal to the Developer, for buying such excess generation not later than 15 days of receiving the above offer from the Developer. In the event the offer of the Developer is not accepted by TNGECL within the said period of 15 deviation days, such right shall cease to exist, and the Developer shall, at its sole discretion, may sell such excess power to any third party. The net revenue earned from such sale of excess energy to third party shall be shared in the ratio of 75% to the Developer and 25% to TNGECL, after deducting applicable charges and losses. To ensure transparency, the developer shall submit to TNGECL all relevant documents related to the sale of excess energy to the third party or power exchange, including but not limited to, power sale agreements, invoices, payment receipts, and any other supporting records as may be reasonably required by TNGECL.

4.6.6. For clarification, in the event of the Developer achieving supply of energy at 28% CUF before the end of the Operational Year, the power supplied in excess of 28% shall be treated as excess generation and adjusted in the invoice as per Article 10.

4.6.7. The Developer may also sell the power which was offered on day ahead basis to the TNGECL but not scheduled by the TNGECL to any third party or power exchange without requiring NOC from the TNGECL.

4.6.8. However, 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 Developer will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / TNERC /SLDC or any other competent agency.

4.7. **Liquidated Damages**

4.7.1. In the event that, for any Operational Year, the Developer fails to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF as mentioned in Clause 4.5, on account of reasons primarily attributable to the Developer, such shortfall in performance

shall make the Developer liable to pay the liquidated damages, which shall be calculated in accordance with the methodology set forth herein.

$$LDt = 1.5 \times Tariff \times \{(24\% - CUFat) \times CC \times 24 \times 365\}$$

where;

- **LDt** refers to the Liquidated Damages for the Year t (t ranges from 1st to 25th Year)
- Tariff refers to the Applicable Tariff as per Article 9
- **CUFat** refers to Actual Capacity Utilization Factor for the Year t
- **CC** refers to the Contracted Capacity (34.75 MW i.e. 34,750 kW) as per Article 4.1

For clarification of doubt, the above damages shall only be calculated in the case of the actual CUF falls below 24%.

4.7.2. The liquidated damages under Article 4.7 shall however be relaxed by TNGECL to the reasons beyond the control of the Developer.

4.7.3. The liquidated damages shall not be applicable in events of Force Majeure identified under Article 11, affecting supply of power by the Developer.

4.7.4. The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developer subsequent to commencement of power supply.

4.7.5. The Developer agrees that the methodology specified hereinabove for calculation of compensation in the form of liquidated damages payable by the Developer as indicated above is a genuine and accurate pre-estimation of the actual loss that will be suffered by TNGECL.

4.8. **Extension of Time**

4.8.1. In the event that the Developer is prevented from performing its obligations under Article 4.2 by the SCOD due to:

- any TNGECL's Event of Default; or
- Force Majeure Events affecting TNGECL, or
- Force Majeure Events affecting the Developer,

the SCOD and the Expiry Date shall be deferred, for a reasonable period but not less than 'day for day' basis, to permit the Developer or TNGECL through the use of due diligence, to overcome the effects of the Force Majeure Events

affecting the Developer or TNGECL, or till such time such Event of Default is rectified.

4.8.2. In case of extension due to reasons specified in Article 4.8.1, and if such Force Majeure Event continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of TNGECL, as per the provisions of Article 13.

4.8.3. 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 SCOD or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 16.

4.8.4. As a result of such extension on account of Article 4.8.1, the newly determined SCOD and newly determined Expiry Date shall be deemed to be the SCOD and the Expiry Date for the purposes of this Agreement.

4.8.5. Delay in commencement of power supply from the project beyond the SCOD for reasons other than those specified in Article 4.8.1 shall be an event of default on part of the Developer and shall be subject to the consequences specified in the Article 13.

4.9. **Acceptance/Performance Test**

4.9.1. Prior to synchronization of the Project, the Developer shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government/State Government/TNGECL to carry out testing and certification for the project.

4.10. **Verification by Authority Engineer or Government Instrumentality**

4.10.1. The Developer shall be further required to provide entry to the Project Site, free of all encumbrances at all times during the Term of the Agreement to TNGECL and an Authority Engineer or any Governmental Instrumentality for inspection and verification of the works being carried out by the Developer at the site of the Project. The Developer shall provide full support to Authority Engineer or Government Instrumentality in this regard.

4.10.2. Authority Engineer or Government Instrumentality may verify the construction works/operation of the Project being carried out by the Developer 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 Developer or require the works to be stopped or to comply with the instructions of such third party.

4.11. **Generation Compensation for Off-take Constraints**

4.11.1. **Generation Compensation in offtake constraints due to Grid Unavailability:** During the operation of the Project, there may be instances where the Project generates power, but due to temporary unavailability of the transmission system (or grid) beyond the Interconnection Point, the generated power cannot be evacuated, provided that such unavailability is not attributable to the Developer. In such cases, and subject to the submission of documentary evidence from the relevant competent authority confirming the transmission constraint, TNGECL shall compensate the Developer for the generation loss as specified herein:

Duration of Grid Unavailability	**Provision for Generation Compensation**
Grid unavailability beyond 50 hours in an Operational Year	Generation Compensation = (Tariff x RE Power (MW) offered but not scheduled by TNGECL) X 1000 X No. of hours of grid unavailability)

4.10.2 This compensation shall be the sole remedy for any loss or damages resulting from such transmission constraints, and the Developer shall have no further claims, either directly or indirectly, against TNGECL in connection with the same. Compensation (if any) calculated as per above provision, will be paid to the Developer on an annual basis.

4.11.2. **Payment in case of reduced offtake:** The Developer and TNGECL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the Project is available to supply power but the off-take of power is not done by the TNGECL, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE

Power the Developer shall be eligible for payment from the TNGECL, corresponding to the reduced offtake, in terms of following manner.

Reduced Offtake	**Provision for Generation Compensation**
Grid unavailability beyond 50 hours in an Operational Year	Generation Compensation = ((Tariff x RE Power (MW) offered but not scheduled by TNGECL) X 1000 X No. of hours of Reduced Off take)

4.11.3. For the avoidance of doubt, the applicable Tariff shall be as specified in Article 9. In the event of above compensation related to excess generation, the Tariff applicable to such excess generation shall be considered.

4.11.4. For claiming this compensation, the developer must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to mandated CUF subject to a maximum up to the Installed Capacity and the quantum of power scheduled by TNGECL.

4.11.5. The Developer shall be eligible for payment from TNGECL, corresponding to the reduced offtake of power as per above mentioned methodologyThe Payment from TNGECL, corresponding to the above generation compensation, shall be settled on an annual basis.

4.11.6. It is hereby clarified that for the purpose of Clause 4.11, “generation” shall mean scheduled energy based on Energy Accounts. The developer 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 or Force Majeure.

4.12. **Decommissioning of the Project**

4.12.1. The Developer shall be solely responsible for the decommissioning of the Project Assets (excluding the evacuation infrastructure developed by the Developer and existing infrastructure developed by STU) at the end of the Term of Agreement. The Developer shall vacate and hand over possession of the project land to Tamil Nadu Green Energy Corporation Limited (TNGECL) in its original condition, free from all encumbrances, within a maximum period of six (6) months from the end of the Term of Agreement.

4.12.2. All decommissioning activities, including dismantling, removal, and site restoration, shall be carried out in accordance with applicable prevailing laws, including the E-Waste (Management and Handling) Rules, 2021, and the relevant guidelines issued by the Ministry of Environment, Forest and Climate Change (MoEFCC).

4.12.3. The Developer shall ensure safe and environmentally compliant disposal of all project components and materials, including but not limited to photovoltaic panels, wind turbines, batteries, cables, and electronic waste.

4.12.4. After the expiry/termination of the Agreement, the entire land area allocated to the Developer shall be returned to TNGECL in the same condition as it was allocated within 6 months of expiry/termination of the Agreement.

4.12.5. TNGECL shall withhold payment of the invoices pertaining to the final two (2) months preceding the Expiry Date of the Agreement and shall release such payment only upon the Developer's completion of decommissioning in accordance with Article 4.12.1.

4.12.6. In the event, the developer fails to vacate the allocated land or fully decommission the project assets beyond six months period from the expiry of the Power Purchase agreement, TNGECL shall have the right to forfeit the withheld payments for final two months period of PPA and has the full rights to dismantle / decommission the project remains and to monetize it. The developer has no rights to claim any benefits in this regard from TNGECL.

4.13. **Breach of Obligations**

4.13.1. The Parties herein agree that during the subsistence of this Agreement, subject to TNGECL being in compliance of its obligations & undertakings under this Agreement, the Developer 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 a bar will apply throughout the entire term of this Agreement.

5. Article 5: Synchronization, Commissioning, and Commercial Operations

5.1. Synchronization, Commissioning and Commercial Operation

5.1.1. The Developer shall give the SLDC, TANTRANSCO, and TNGECL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice of the date on which it intends to synchronize the Project to the Grid System.

5.1.2. Subject to Clause 5.1.1, the Project may be synchronized by the Developer to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3. The synchronization equipment and all necessary arrangements / equipment including STU 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 Developer at its generation facility at its own cost. The Developer shall synchronize its system with the Grid System only after the approval of the synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned Authorities of the Grid System and SLDC, in line with the provisions of the Grid Code.

5.1.4. The Developer shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the Developer proposing the Project, or its part (including single component), for commissioning shall give to TNGECL, a preliminary notice not later than 90 days prior and advance notice not later than 30 days prior to the SCOD.

5.1.5. Further, the Developer shall also give a notice of not less than seven (7) days, for trial run or repeat of trial run, to the SLDC and TNGECL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required. The Developer shall submit requisite documents as mentioned below, at least 30 days prior to trail run of the Project-

a. Intimation regarding the timeline for commencement of supply of power from the Project.

b. Copy of CON-4 report submitted to STU.

c. CEI/CEIG (as applicable) report containing approval for all the components, including modules, WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the Developer to obtain the certificate.

d. Approval of Metering arrangement/scheme from STU/GRID INDIA/ any other concerned authority as applicable

e. Plant Layout, Plant (AC & DC) Single Line Diagram.

f. Affidavit certifying that the Developer has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying TNGECL against any discrepancies in the above details.

g. Documents to establish the compliance of technical requirement as per PPA/RfS.

h. Invoices against purchase of the solar modules, Wind Turbine Generators (WTGs), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules, WTGs and inverters at site along with certified summary sheet by the authorized signatory.

i. In addition to the above, the Developer shall provide coordinates of WTGs, Solar PV components (including KML files for each Project Site), ALMM certificates (as applicable), insurance documents of Project, online monitoring facility as stated, of the RfS.

5.1.6. The Developer shall ensure that the entire Project is commissioned within a period of twelve (12) months from the Effective Date. Delay in commissioning beyond the stipulated timeline shall attract penalties in accordance with the provisions of the Power Purchase Agreement (PPA).

5.1.7. The Developer shall be permitted for commencement of power supply from full Commissioning as well as Part Commissioning as per the Clause 5.3 even prior to the SCOD subject to availability of transmission connectivity. Even in case of early part/full commencement of power supply, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD/extended SCOD.

5.2. **Penalty for delay in commissioning of the project**

5.2.1. The Developer shall commission the full Project Capacity within SCOD as defined in this Agreement. If the Developer is unable to commission the Project by the SCOD for the reasons other than those specified in Article 4.8.1 and 4.8.2, the Developer shall pay to TNGECL, penalty for the delay in commissioning and making the Installed Capacity available for dispatch by the SCOD as per the following:

a) Delay beyond the SCOD up to (& including) the date as on 3 months after the SCOD or the extended SCOD, if applicable: The total PBG amount shall be encashed on a per-day basis. For example, if the commissioning of the project is delayed by 18 days beyond the SCOD, then the penalty shall be: PBG amount X (18/90).

b) For avoidance of doubt, it is clarified that provisions of Article 5.2.1 will be applicable even in case where no capacity (i.e. 0 MW) has been commissioned.

5.2.2. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 3 months after the SCOD/extended SCOD of the Project. In case, the commissioning of the Project is delayed beyond 3 months after the SCOD, the PPA shall stand terminated.

5.2.3. The Developer shall be debarred from participating in bids issued by any procurer, or any intermediary procurer as defined in the Guidelines, for the following period:

(i) For one year, in case of first default.

(ii) For not less than 2 years, and not more than 3 years for second and any subsequent defaults.

The starting date of the above debarment period shall be the date of debarment as notified by TNGECL. However, TNGECL has the full right to give extension to Developers beyond the timeline as mentioned above in case the reason of delay is beyond the reasonable control of the Developer.

5.2.4. The Developer acknowledges and accepts that the methodology specified herein above for calculation of penalty payable by the Developer is a genuine and accurate pre-estimation of the actual loss that will be suffered by TNGECL. Developer further acknowledges that a breach of any of the

obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the TNGECL in each case specified under this Agreement.

5.3. **Part Commissioning**

5.3.1. Part commissioning of the project, without prejudice to the imposition of liquidated damages in terms of PPA, on part, which is not commissioned, shall be accepted by TNGECL subject to the condition that part commissioning capacity should atleast 50% of the Installed Capacity.

5.3.2. In the case of part commissioning before the SCOD, TNGECL may purchase the power at the tariff mentioned in Article 9.

5.3.3. In the event of Part Commissioning, any payments due against Part Commissioning shall be adjusted in the first Monthly Invoice raised following the COD.

5.3.4. However, SCOD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for the Term of Agreement.

5.4. **Early Commissioning**

5.4.1. The Developer shall be permitted for full commissioning of the project prior to the SCOD. Early Commissioning of the project will be allowed solely at the risk and costs of the Developer, and TNGECL may purchase the capacity from such early commissioned project at PPA Tariff.

5.4.2. Such intimation for early commissioning shall be provided to TNGECL at least 15 days before the proposed early commissioning date as per the Commissioning Procedure. In case there is no response provided by TNGECL within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to be rejected by TNGECL.

5.4.3. In case TNGECL does not agree to purchase such capacity, early commissioning of the Project shall be allowed, and the Developer will be free to sell such capacity to a third party at its own risk and cost; until SCOD. In such cases, a Provisional Commissioning Certificate will be issued to the Developer for a period up to SCOD.

5.4.4. SCOD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the full

capacity of the Project. Subject to the provisions of this Agreement, in case of early commissioning, the Developer will have to again demonstrate 100% of Installed Capacity (as per the Commissioning Procedure) to TNGECL from the date of commencement of off-take of capacity by TNGECL.

5.5. **Evacuation Facilities**

5.5.1. The Project Developer shall be solely responsible for setting up, operating, and maintaining all evacuation facilities, including:

a. Grid connectivity infrastructure for the evacuation of power from the Wind-Solar plant to the grid.
b. Construction of the transmission line from the project site to the designated Interconnection Points.
c. Operation & Maintenance (O&M) of the evacuation system throughout the term of the Power Purchase Agreement (PPA).
d. The evacuation infrastructure shall comply with all applicable grid codes, regulations, and technical standards prescribed by TNGECL, the State Transmission Utility (STU), and relevant regulatory authorities.
e. Prior to commissioning, the evacuation system shall be tested and synchronized with the grid as per the procedures laid out by TNGECL and regulatory authorities. The Developer shall bear all costs associated with grid interconnection, synchronization, and compliance testing.
f. Any delay or failure in setting up and maintaining the evacuation system, resulting in the inability to evacuate power, shall be the sole responsibility of the Developer. TNGECL shall not be liable for any energy loss due to evacuation infrastructure deficiencies, and applicable penalties shall be imposed as per the terms of this Agreement.

5.6. **Renewable purchase obligation**

5.6.1. The TNGECL may identify the energy procured from the Developer Interconnection Point to meet renewable purchase obligations of TNPDCL (as mandated by the Appropriate Commission). Entire energy generated from the contracted capacity of the Project shall be sold by Developer to TNGECL and TNGECL agrees to buy the entire energy at a tariff as per Article 9.

5.6.2. Provided that the renewable purchase obligation of the TNPDCL shall be considered to be met bythe TNPDCL only if there is no payment default for such energy procured by the TNGECL.

5.6.3. The developer shall provide such a certificate identifying the quantum of solar energy supplied by the Developer and being met by the TNGECL **for each year within thirty (30) days after the end of such year.**

6. Article 6: Dispatch and Scheduling

6.1. Dispatch and Scheduling

6.1.1. The Developer in consultation of TNGECL, shall be required to schedule its power as per the applicable regulations / requirements / guidelines of CERC / TNERC /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 applicable Codes/ 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 Developer.

6.1.2. The Developer shall be responsible for directly coordinating and dealing with the TNGECL/ Regional Power Committees, 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 Grid code Regulations.

6.1.3. DSM charges, if any, shall be levied separately on the Developer as applicable. DSM / UI charges on this account shall be directly paid by the Developer as applicable. Reactive power charges shall be on account of the Developer, as per CERC/TNERC regulations.

6.1.4. Auxiliary power consumption will be treated as per the concerned Central/ State regulations. Cost of Auxiliary power shall be borne by the Developer as per the TNERC regulations.

6.2. Energy Scheduling

6.2.1. It is understood and agreed by and between the parties that the Developer shall operate the Project as per applicable grid operating standards and relevant statutory provisions/ guidelines and codes, as applicable from time to time. It is agreed between the Parties that the Project shall be treated as 'MUST RUN' and shall not be subject to merit order dispatch.

7. Article 7: Metering

7.1. Metering

7.1.1. The main meter and check metering arrangements as per CEA Regulations for metering the electrical energy supplied from wind-solar combined power project shall be installed at interconnection point (LV side of PSS) and also at individual plant end at the scope of the developer.

7.1.2. The Metering arrangements shall comply with the norms of CEA as applicable.

7.1.3. The Metering shall be of ABT platform. A set of Main and Check Meters of 0.2S accuracy class, as per CEA (Installation & Operation of Meters) Regulations 2006/ IEGC as applicable, shall be procured and installed by Developer at Interconnection Point of the Project .

7.1.4. The Main, Check and Standby Meters shall be checked and sealed by TNGECL in presence of the Developer at the time of installation as per the CEA (Installation & Operation of Meters) Regulations 2006 as amended from time to time.

7.1.5. In case both Main meter and Check meter fail, for the purpose of Billing, energy recorded in the Standby Meter shall be considered and at least one of the meters shall be immediately replaced by a correct meter. In case of failure of the main meter, readings of the check meter shall be taken for billing purpose.

7.1.6. In case of failure of meters, energy accounting for the period shall be as per procedure stipulated in CEA (Installation and Operation of Meters) Regulations 2006 and amendments thereon. If the Main Meter(s) or Check meter(s) fail to record or if any of the PT fuses is blown out, energy shall be computed based on standby meters.

7.1.7. Periodic testing of Main, Check and Standby Meters shall be carried out in the presence of representatives of Developer and TNGECL as per procedure laid out in CEA (Installation and Operation of Meters) Regulations, 2006. For any testing and/ or replacement, notice of seven days will be given.

7.1.8. For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Developer and TNGECL shall follow and be bound by the Central Electricity Authority (Installation and Operation

of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

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

7.1.10. In addition to ensuring compliance of the applicable codes, the Developer shall install Main & Check meters at the Interconnection Point, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.2. **Reporting of Metered Data and Parameters**

7.2.1. The Developer will install necessary equipment for regular monitoring of ambient air temperature, wind resource data (including wind speed), solar resource data and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the plant.

7.2.2. Online arrangement would have to be made by the Developer for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC/TANTRANSCO, TNGECL, TNPDCL as per applicable regulation/directions.

7.2.3. Reports on metering parameters on a monthly basis (or as required by regulation /guidelines) shall be submitted by the Developer to the TNGECL/TANTRANSCO/SLDC for the entire Term of this Agreement.

7.2.4. In addition to the abovementioned data, the Developer shall also be required to submit information, as required by TNGECL, for regular monitoring of status of the Project.

7.3. **Sealing and Maintenance of Meters**

7.3.1. The Main Metering System, the Backup Metering System and all the ABT Compliant Meters shall be sealed in the presence of representatives of Developer and TANTRANSCO.

7.3.2. When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Developer and / or TANTRANSCO at Developer’s cost, as soon as possible.

7.3.3. Any meter seal(s) shall be broken only by TANTRANSCO representative in the presence of Developer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, or repaired or replaced.

7.3.4. All the Main and Check Meters shall be calibrated at least once in a period of three years.

7.3.5. In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:

a. The period from immediately preceding test of the relevant Main Meter, or
b. One hundred and eighty days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.4. **Records**

7.4.1. Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Project. Among such other records and data, the developer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:

a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed.
b) any unusual conditions found during operation / inspections.
c) chart and printout of event loggers, if any, for system disturbances/ outages.
d) All the records will be preserved for a period of 36 months.

8. Article 8: Insurances

8.1. Insurance

8.1.1. The Developer shall, at its own cost, obtain and maintain insurance coverage for the Project throughout the Term of the Power Purchase Agreement (PPA). This insurance shall cover all relevant risks necessary to ensure the Project remains in good condition. The Developer may choose to take an Industrial All Risk (IAR) policy, a Mega policy, or any other suitable insurance policy in line with market practices or as deemed appropriate. The coverage shall include applicable deductibles, endorsements, and co-insured parties, in accordance with Prudent Utility Practices, the requirements of Financing Agreements, the Implementation and Support Agreement (if applicable), and all 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 Power 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, TNGECL shall have claim on such proceeds of such Insurance limited to outstanding dues, if any.

8.3. Effect on liability of TNGECL

8.3.1. Not withstanding 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 Developer can claim compensation, under any Insurance shall not be charged to or payable by TNGECL. It is for the Developer 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. Article 9: Applicable Tariff

9.1. Tariff

9.1.1. Subsequent to commencement of power supply by the Developer on the terms contained in this Agreement, the Developer shall be entitled to receive the Tariff of Rs.____/kWh [Insert the Tariff discovered through the bidding process conducted by TNGECL] on the energy generated through the Project, in accordance with Article 4.5 and Article 4.6, fixed for the entire term of this Agreement, with effect from the date of commissioning of the project, for the power sold to TNGECL for the scheduled energy as reflected in the Energy Accounts.

9.1.2. In case of early full commissioning and subsequent commencement of power supply from the Project, till SCOD, the Developer may sell the electricity generated to TNGECL though TNGECL reserves the right of refusal. At any case, the developer shall not sell the power to any other third party through bilateral/ or through power exchange without approval of the TNGECL/TNPDCL. TNGECL shall provide refusal within 7 (seven) days from the receipt of the request for early commencement of power supply from the Project, beyond which it would be considered as deemed refusal. In case TNGECL agrees to purchase power from a date prior to the SCOD, such power shall be purchased at Tariff provided in Clause 9.1.1.

9.1.3. Any excess generation specified in Article 4.6, will be purchased by TNGECL at 75% of the Tariff as provided in Clause 9.1.1. The Developer will not be allowed to sell energy generated prior to SCOD or excess energy during any Operational Year to any third party/ entity other than TNGECL unless refused by TNGECL. The net revenue earned from such sale of excess energy to third party shall be shared in the ratio of 75% to the Developer and 25% to TNGECL, after deducting applicable charges and losses.

9.1.4. In case of part commissioning, tariff will be applicable as below-

a. Prevailing SECI-discovered tariff rate for Wind projects applicable on the date of commissioning for Wind for Wind Capacity commissioned.
b. Prevailing SECI-discovered tariff rate for Solar projects applicable on the date of commissioning for Solar Capacity commissioned.

Any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

10. Article 10: Billing and Payment

10.1. General

10.1.1. From the CoD, the TNGECL shall pay to the Developer the monthly Tariff Payments in the Operational Year in accordance with Tariff as specified in Article 9. All Tariff Payments by the TNGECL shall be in Indian Rupees.

10.1.2. The Parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as 'Rules'] as notified vide G.S.R 416(E) on 03.06.2022 by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions and supply obligation of Developer, power not requisitioned by TNGECL, the order of payment and adjustment towards late payment surcharge and indemnification. In case of any inconsistency in the Guidelines and/or the provisions of this Agreement, with the provisions of the above Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 will supersede and be binding upon the Parties to the extent of such inconsistency.

10.2. Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1. Developer shall issue to the TNGECL a signed Monthly Bill/ Supplementary Bill for corresponding Billing Period along with all relevant documents (payments made by Developer for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of TNERC/CERC, if applicable. For avoidance of doubt, the invoice due for the energy supplied during the Adjustment Period shall be adjusted in the Monthly Bill of the first month of the first Operational Year. The Liquidated Damages as per Article 4.7 shall not be applicable during the Adjustment Period.

10.2.2. In the event of Part Commissioning, any payments due against Part Commissioning shall be adjusted in the first Monthly Invoice raised following the COD.

10.2.3. As per applicable regulation(s) of the Appropriate Commission (all charges pertaining to obtaining open access and scheduling of power, if any, upto the Interconnection Point(s), shall be borne by the Developer.

10.2.4. The Monthly Bill prepared as per the PPA, shall include the following;

- Provisional Bill for Power Supplied in the immediately preceding Month;
- Adjustments against the Provisional Bill(s) based on Joint Meter Reading for the Power Supplied in the Month(s) preceding to the previous month(s);
- Any other adjustments to cover charges related to supply of power and any other prior-period adjustments;
- Late Payment Surcharge, if any (shall be raised through Supplementary Bill); and
- Taxes, Duties, Levies etc. as applicable.

10.2.5. In the event of the Developer achieving supply of energy at 28% CUF before the end of the Operational Year, the power supplied in excess of 28% shall be treated as excess generation.

10.3. **Payment of Monthly bills**

10.3.1. TNGECL shall pay the amount payable under the Monthly Bill on or before the Due Date to such account of Developer, as shall have been previously notified by the Developer to the TNGECL in accordance with Article 10.3.2 below.

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
- shortfalls in meeting the stipulated performance requirement as per Article 4.5, and
- The amount claimed by TNGECL, if any, from the Developer, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, the interest applicable will be the sameas the rate of Late Payment surcharge will be applicable on a day-to-day basis.

10.3.3. The Developer shall open a bank account ("Developer's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by the

TNGECL to Developer, and notify the TNGECL of the details of such account at least thirty (30) Days (at least ninety (90) Days) before the dispatch of the first Monthly Bill. The TNGECL shall also designate a bank account (the "TNGECL's Designated Account") for payments to be made by Developer to the TNGECL, if any, and notify Developer of the details of such account thirty (30) Days ninety (90) Days before the dispatch of its first request for such payment. Developer and TNGECL shall instruct their respective bankers to make all payments under this Agreement to the Buying Entity's Designated Account or Developer's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.4. Notwithstanding any other provision of this Agreement, TNGECL shall withhold the payments due under the invoices raised for the final two (2) months immediately preceding the Expiry Date of the Agreement. Such withheld amount shall be released only upon Developer duly decommissioning the Project in accordance with the requirements set forth under Article 4.12.1.

10.3.5. In the event the Developer fails to vacate the allocated land and/or does not fully decommission the Project assets as required under Clause 4.12.1, TNGECL shall be entitled to forfeit the withheld payments.

10.4. **Late Payment Surcharge**

10.4.1. In the event of delay in payment of a Monthly Bill by the TNGECL beyond its Due Date, a Late Payment Surcharge shall be payable by the TNGECL to the Developer 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 Developer through Supplementary Bill.

10.4.2. In the event of delay in payment of a Monthly Bill by TNGECL beyond the Due Date, a Late Payment Surcharge shall be payable by TNGECL to the Developer on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent (500 bps) and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

10.4.3. The Late Payment Surcharge shall be claimed by the Developer through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

10.5. **Payment Security Mechanism**

10.5.1. The Payment Security Mechanism will be implemented through PRAAPTI (Payment Ratification and Analysis in Power Procurement for Bringing Transparency in Invoicing of Generators) Portal, developed by the Ministry of Power, Government of India.

10.5.2. The Developer shall ensure registration on the PRAAPTI Portal https://praapti.in and maintain an active profile for uploading and monitoring invoices and payment status related to power supplied under this RfS.

10.5.3. TNGECL shall be responsible for timely updating of all invoice-related transactions, including date of invoice receipt, due date, and actual date of payment, on the PRAAPTI Portal. This will enable the developer to track and verify payment timelines in a transparent manner.

10.5.4. In case of any delay in payment beyond the Due Date, such delay shall be clearly visible on the PRAAPTI Portal and will be subject to interest or compensation as per the provisions of the Power Purchase Agreement (PPA).;

10.5.5. TNGECL shall provide to the Developer, 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 Developer in accordance with this Article.

10.5.6. Before the start of supply, TNGECL shall, through a scheduled bank, open a Letter of Credit in favour of the Developer, 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:

i. for the first Operational Year, equal to 110% of the estimated average monthly billing

ii. for each subsequent Operational Year, equal to 110% of the average of the monthly billing of the previous Operational Year.

10.5.7. Provided that the Developer 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 drawl in a Month.

10.5.8. 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, TNECL shall restore such shortfall before next drawl.

10.5.9. TNGECL shall cause the scheduled bank issuing the Letter of Credit to intimate the Developer, in writing regarding establishing of such irrevocable Letter of Credit.

10.5.10. TNGECL shall ensure that the Letter of Credit shall be renewed not later than its current expiry date.

10.5.11. All costs relating to opening, maintenance of the Letter of Credit shall be borne by TNGECL.

10.5.12. If TNGECL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including date as on the Due Date, then, subject to Article 10.6.10 & 10.7.2, the Developer may draw upon the Letter of Credit, and accordingly the bank shall pay an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.6.7 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i. a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to Developer and;

ii. a certificate from the Developer 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;

10.6. **Disputed Bill**

10.6.1. If the TNGECL does not dispute a Monthly Bill or a Supplementary Bill raised by the other Party within thirty (30) days of receiving, such Bill shall be taken as conclusive.

10.6.2. If the TNGECL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as it may be, it shall pay the un-disputed amount or 50% of the invoice whichever is higher, within thirty (30) days of receiving such

Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party against disputed amount 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.

10.6.3. If the Developer agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.6, the Developer shall make appropriate adjustment in the next Monthly Bill. In such a case, excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.6.4. If the Developer does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.7.2, it shall, within thirty (30) days of receiving the Bill Dispute Notice, furnish a notice ("Bill Disagreement Notice") to the TNGECL 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.

10.6.5. Upon receipt of the Bill Disagreement Notice by the TNGECL under Article 10.7.4, authorized representative(s) or a director of the board of directors/ member of board of the TNGECL and Developer shall meet and make best endeavors to amicably resolve such dispute within thirty (30) days of receipt of the Bill Disagreement Notice.

10.6.6. If the Parties do not amicably resolve the Dispute within thirty (30) days of receipt of Bill Disagreement Notice pursuant to Article 10.7.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.6.7. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, TNGECL shall, without prejudice to its right to Dispute, be under an obligation to make payment of the undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.

10.7. **Quarterly and Annual Reconciliation**

10.7.1. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days

of the end of the quarter at the beginning of the following quarter of each Operational Year and annual reconciliation at the end of each Operational Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.7.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of an Operational Year or a full Operational Year as the case may be has been finally verified and adjusted, the Developer and TNGECL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the Developer 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.

10.8. **Payment of Supplementary Bill**

10.8.1. Developer may raise a ("Supplementary Bill") for payment on account of:

i. Adjustments required by the Energy Accounts (if applicable); or
ii. Change in Law as provided in Article 12, or
iii. Payment under Article 4.10,

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

10.8.2. TNGECL shall remit all amounts due under a Supplementary Bill raised by the Developer to the Developer's Designated Account by the Due Date, except open access charges, SRLDC or scheduling charges and transmission charges (if applicable). Except for payment under Article 10.7.1 (i), payment of Supplementary Bills will be made after realization of the same from the Buying Utility under the Power Sale Agreement. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

11. Article 11: Force Majeure

11.1. **Definition**

11.1.1. An Affected Party means the Developer or TNGECL whose performance has been adversely affected by an event of Force Majeure.

11.2. **Force Majeure**

11.2.1. A 'Force Majeure' means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably 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)

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 Power Project by the Affected Party or those employed or engaged by the Affected Party.

d) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

e) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

f) Nationalization or any compulsory acquisition by any Indian Governmental Authority/ State Government in national interest or expropriation of any material Project assets or rights of the developer, as a result of which developer or its shareholders are deprived (wholly or partly) of their rights or entitlements under this PPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the developer or the developer related parties

11.3. **Force Majeure Exclusions**

11.3.1. 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 Power 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; or

ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement

11.4. **Notification of Force Majeure Event**

11.4.1. 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. The other Party shall respond on the claim of the Affected Party within 15 days of receipt of the said intimation of Force Majeure.

11.4.2. 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.

11.4.3. 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.

11.5. **Performance Excused**

11.5.1. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the Force Majeure Notice or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the PPA.

11.5.2. For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the developer shall be entitled for a day-to-day extension of the period provided for Financial Closure or SCOD or the PPA period, as the case may be. The Term of this Agreement will be suitably

extended. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

11.5.3. Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.6. **Resumption of Performance**

11.6.1. During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.7. **Duty to Perform and Duty to Mitigate**

11.7.1. 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.

11.8. **Available Relief for a Force Majeure Event**

11.8.1. Subject to this Article 11:

a. no Party shall be in breach of its obligations pursuant to this Agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

b. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement, including but not limited to those specified under Article 4.8;

c. For avoidance of doubt, neither Party's obligation to make payments of money due and payable for the period 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. Article 12- Change in Law

12.1. **Definitions**

In these rules, unless the context otherwise requires,

12.1.1. In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this project only after ___ [Enter the date of E-Reverse Auction (e-RA) conducted under the referred RfS] including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes-

a. the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Authority having a binding mandate or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the storage of electricity (leviable on final output i.e. the drawl or injection from project in the form of energy or on supply of energy storage capacity.

b. Introduction/ modification/ changes in rates of Safeguard Duty and/or Anti-Dumping Duty and/or Customs Duty and/or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost,

but does not include-

a. Any change in any withholding tax on income or dividends distributed to the shareholders of the generating company or transmission licensee; or

b. Change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

c. change in transmission charges, open access charges and losses of TANTRANSCO/ STU or Transmission licensees.

12.1.2. In the event of occurrence of any of events as provided under Article 12.1.1 which results in any adverse financial loss or gain to the developer then, the developer shall be entitled to compensation in case of financial loss from

TNGECL and in case of financial gain shall be liable to compensate TNGECL, as the case may be, such compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission and shall be adjusted in the tariff.

12.1.3. Provided however that, the compensation of Change in law shall be applicable only if the impact of the same in the Operational Year is on net basis more than or equal to one percent (1%) of:

a. The estimated Project Cost (during the Construction period) or
b. Revenue for the Operational Year for which such adjustment becomes applicable (during PPA Period), as the case may be

12.2. **Relief for Change in Law**

12.2.1. In case of Change in Law taking place prior to commissioning of the Project, the compensation may be passed through in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which is to be paid through the monthly billing. The pass through in this case shall be as per decision of Appropriate Commission and shall be effective from date of commissioning of the Project. Developer shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.2. In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be passed on as appropriate increment/decrement in the tariff and will be paid through monthly billing as per decision of Appropriate Commission. In other cases, if any, where the Change in Law is not a percentage or ratio of tariff, suitable compensation will be provided as decided by the Appropriate Commission. Developer shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.3. For the purpose of Article 12.1.2 above, the Developer or TNGECL, which intends to adjust and recover the costs due to change in law, may file a petition before TNERC with the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party. Developer shall furnish to TNGECL, the computation of impact in tariff or charges to be adjusted and recovered and file the Petition with the Appropriate Commission, within 30 days of the occurrence of the change in law, and

the recovery of the proposed impact in tariff or charges shall start after and in accordance with the approval of Appropriate Commission.

12.2.4. In the event of any decrease in the project cost by the developer or any income to the developer on account of any of the events as indicated above, the developer, shall pass on the benefit of such reduction to TNGECL. In the event of the developer failing to comply with the aforementioned requirement, TNGECL, at its option, shall make such deductions in the monthly tariff payments on immediate basis or file a petition as per Clause 12.2.3 above.

12.2.5. After the adjustment of the amount of the impact in the tariff, the developer shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment is not more than the financial implication on account of Change in Law. It is to clarify further that the Change in Law compensation/payment shall be limited to the Installed Capacity only.

12.3. **Notification of Change in Law**

12.3.1. In case any increase or decrease in the Project Cost occurs due to Change in Law affecting the Tariff payable under this Agreement, in accordance with Article 12, the developer shall serve notice to TNGECL of such Change in Law within 7 days about the proposed impact in tariff, positive or negative, to be recovered.

13. Article 13: Event of Default and Termination

13.1. The Developer's Event of Default

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

a. the failure to commence supply of power to TNGECL up to the Installed Capacity, by the end of the period specified in Clause 4 (Construction and Development of the Project), or failure to continue supply of annual energy corresponding to the minimum CUF power to TNGECL after the commencement of supply of power, for any Operational Year throughout the term of this Agreement, or if

b. the Developer assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

c. the Developer 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;

d. if (a) the Developer 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 Developer, or (c) the Developer 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 Developer will not be a Developer 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 Developer and expressly assumes all obligations of the Developer under this Agreement and is in a position to perform them; or

e. the Developer repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from TNGECL in this regard; or

f. except where due to any TNGECL's failure to comply with its material obligations, the Developer is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the Developer within thirty (30) days of receipt of first notice in this regard given by TNGECL. or

g. change in shareholding of the Developer before the specified time frame as mentioned in Clause 4.2.1 (Developer's responsibility) of this Agreement, without prior consent of TNGECL

h. occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Developer; or

i. except where due to any TNGECL's failure to comply with its material obligations, the Developer is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the Developer within thirty (30) days of receipt of first notice in this regard given by TNGECL.

j. Revoking of connectivity of the Developer on account of non-compliance by the Developer.

13.2. **TNGECL's Event of Default**

13.2.1. The occurrence and 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 Developer or Procurer(ies) of its obligations under this Agreement, shall constitute a TNGECL Event of Default:

a. TNGECL fails to provide land arrangements to the Developer

b. TNGECL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Clause 10.3 (Payment of Monthly Bills), for a period of ninety (90) days after the Due Date and the

Developer is unable to recover the amount outstanding to the Developer through the Letter of Credit,

c. TNGECL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the Developer in this regard; or

d. except where due to any Developer's failure to comply with its obligations, TNGECL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by TNGECL within sixty (60) days of receipt of notice in this regard from the Developer to TNGECL, or if

e. TNGECL 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

f. any winding up or bankruptcy or insolvency order is passed against TNGECL, or

g. TNGECL 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 TNGECL Event of Default, where such dissolution or liquidation of Buyer or TNGECL 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 TNGECL and expressly assumes all obligations of TNGECL and is in a position to perform them; or;

h. Occurrence of any other event which is specified in this Agreement to be a material breach or default of TNGECL

13.3. **Procedure for cases of the Developer's Event of Default**

13.3.1. Subject to the terms of this Agreement, upon occurrence of a Developer Event of Default under this Agreement, the Developer shall be liable to pay to TNGECL, penalty, as provided in Article 4.7 (Liquidated Damages) of the PPA for failure to commence supply of power within the stipulated time and Article 4.5 (Performance Parameters) for failure to supply power in terms of the PPA. TNGECL shall have the right to recover the said damages by way of

liquidated damages, without prejudice to resorting to any other legal course or remedy.

13.3.2. Upon the occurrence and continuation of any Developer Event of Default under Article 13.1, TNGECL shall have the right to deliver to the Developer, with a copy to the representative of the lenders to the Developer with whom the Developer has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (TNGECL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice and calling upon the Developer to remedy the same.

13.3.3. Following the issue of a TNGECL 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. Where a notice has been issued with respect to an Event of Default, which requires the co-operation of both TNGECL and the Developer to remedy, TNGECL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

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

13.3.5. In addition to the above, in the Event of Default by the Developer, the lenders shall be entitled to exercise their rights to seek substitution of the Developer by a Selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the developer and performing the obligations of the developer within a period of 90 days from the expiry of the Consultation period. Provided that, any substitution under this Agreement can only be made with the prior consent of TNGECL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by TNGECL and accepts the terms and conditions of this Agreement.However, in the event the lenders are unable tosubstitute the defaulting developer within the stipulated period or there is no outstanding debt, the PPA shall considered as Event of Default and stand terminated.

13.3.6. Provided that any substitution under this Agreement can only be made with the condition that the Selectee meets the eligibility requirements of RfS issued by TNGECL.

13.3.7. The lenders in concurrence with TNGECL, may seek to exercise the right of substitution by an amendment or novation of the PPA in favour of the Selectee. The Developer shall cooperate with TNGECL 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 substitution 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. 10 Lakh plus 18% GST as Facilitation Fee (non-refundable) shall be deposited by the Developer to GUVNL.

13.3.8. 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 Developer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, TNGECL may terminate this Agreement by . giving a written Termination Notice of sixty (60) days to the Developer.

13.3.9. In the event of termination of PPA, on account of Event of Default by the Developer, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by the Developer.

13.3.10. In addition, the Developer shall have liability to make payment toward compensation to TNGECL equivalent to billing at minimum CUF (i.e. 24%) of the charges for its Contracted Capacity for a period of twenty-four (24) months, or balance PPA period, whichever is less.

13.3.11. Upon termination of the PPA, the corresponding Right of use Agreement shall stand terminated forthwith, in accordance with its terms.

13.4. **Procedure for cases of TNGECL's Event of Default**

13.4.1. Upon the occurrence and continuation of any TNGECL's Event of Default specified in Article 13.2, The Developer shall have the right to deliver to the TNGECL a notice, a Preliminary Default Notice, which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.4.2. Following the issue of TNGECL 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 have to 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, save as otherwise provided in this Agreement, 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 TNGECL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, TNGECL under intimation to the Procurer and the Developer shall, subject to the prior consent of the Developer, 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 Developer, or if no offer of novation is made by TNGECL within the stipulated period, then the Developer may terminate the PPA and TNGECL shall be required to pay to the Developer, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Developer. Further to the above remedies, The Developer may exercise any other remedy it may have at law or equity or under the Agreement.

13.4.5. In the event of termination of PPA for reasons not attributable to the Developer, any damages or charges payable to the Developer by TNGECL shall be borne by the TNGECL.

13.4.6. Upon termination of the PPA, the corresponding Right of use Agreement shall stand terminated forthwith, in accordance with its terms.

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 of nine (9) months; 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.

13.5.2. If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.8.3, termination of this Agreement shall be

caused solely at the discretion of TNGECL. In such an event, this Agreement shall terminate on the date of such Termination Notice as issued by TNGECL without any further liability to either Party from the date of such termination.

13.5.3. Upon termination of the PPA, the corresponding Right of use Agreement shall stand terminated forthwith, in accordance with its terms.

14. Article 14: Liability and Indemnification

14.1. Indemnity

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

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

14.2. Limitation on Liability

14.2.1. Except as expressly provided in this Agreement, neither the Developer nor TNGECL 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 Procurer , the Developer or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.2.2. TNGECL shall have no recourse against any officer, director or shareholder of the Developer or any Affiliate of the Developer or any of its officers, directors or shareholders for such claims excluded under this Article. The Developer shall have no recourse against any officer, director or shareholder of Procurer/End Procurer, or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.3. **TNGECL's Liability**

14.3.1. It is specifically agreed that the payment of money becoming due from the TNGECL to the Developer under this Agreement for supply of Power to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per the recourse under the Payment Security Mechanism provided in the PPA.

14.4. **Duty to Mitigate**

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

15. Article 15: Assignment and Charges

15.1. Assignments

15.1.1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees. This Agreement shall not be assigned by any Party, except to the Project Lenders 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 TNGECL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.2.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of SCOD.

Provided that, TNGECL shall permit assignment of any of the Developer's rights and obligations under this Agreement in favor of the lenders to the Developer, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if the Developer seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the Developer and the Procurer 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 assignee(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. 5 Lakh + 18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the Developer to TNGECL. Provided further that, such consent shall not be withheld by the Developer if TNGECL 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 Rs. 10 Lakh per Project+ 18% GST per transaction as Facilitation Fee (non- refundable) shall be deposited by the Developer to TNGECL.

15.2. **Permitted Charges**

15.2.1. Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

16. Article 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 arising out of or in connection with this Agreement shall be under the jurisdiction of appropriate courts in Tamil Nadu.

16.2. **Amicable Settlement and Dispute Resolution**

16.2.1. **Amicable Settlement**

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

a. a description of the Dispute;

b. the grounds for such Dispute; and

c. all written material in support of its claim.

16.2.2. 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 defences, if any, regarding the Dispute; and

b. all written material in support of its defences and counter-claim.

16.2.3. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16.2.1 (i),

a. if the other Party does not furnish any counter claim or defence under Article 16, or

b. thirty (30) days from the date of furnishing counter claims or defence 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 (i),

c. The Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3. **Dispute Resolution**

16.3.1. In the event CERC is the Appropriate Commission, any dispute that arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the CERC. All other disputes shall be resolved by the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event TNERC is the Appropriate Commission, then all disputes shall be adjudicated by the TNERC or shall be referred for arbitration by the TNERC.

16.3.2. TNGECL shall be entitled to co-opt TNPDCL and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4. **Parties to Perform Obligations**

16.4.1. Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal 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. Article 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 assignees and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement. Subject to provisions contained in this agreement relating to back to back implications of the PPA, 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 authorised 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 Parties.

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 Procurer/End Procurer, 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:

e-mail:

Telephone No.:

17.6.3. If to the Developer, 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:

Attention:

e-mail:

Telephone No.:

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 acknowledgement 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 Indian Companies Act, 1956 or the Indian Companies Act 2013 as applicable.

17.9. **Taxes and Duties**

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

17.9.2. the Developer shall be indemnified and held harmless by the Procurer/the Developer against any claims that may be made against TNGECL in relation to the matters set out in Article 17.9.1.

17.9.3. the Developer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurer by the Developer on behalf of Procurer or its personnel.

17.10. **No Consequential or Indirect Losses**

17.10.1. The liability of the TNGECL shall be limited to that explicitly provided in this Agreement. Provided that notwithstanding anything contained in this Agreement, under no event shall the Developer or the TNGECL claim from one another any indirect or consequential losses or damages.

17.11. **Order of priority in application**

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

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

17.12. **Independent Entity**

17.12.1. The TNGECL shall be an independent entity performing its obligations pursuant to the Agreement.

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

17.12.3. The Developer shall be an independent entity performing its obligations pursuant to the Agreement.

17.12.4. Subject to the provisions of the Agreement, the Developer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Developer or contractors engaged by the Developer in connection with the performance of the Agreement shall be under the complete control of the Developer and shall not be deemed to be employees, representatives, contractors of TNGECL and nothing contained in the Agreement or in any agreement or contract awarded

by the Developer shall be construed to create any contractual relationship between any such employees, representatives or contractors and TNGECL.

17.13. **Compliance with Law**

17.13.1. 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.

17.13.2. The duly executed Power Sale Agreement between TNGECL and the End Procurer as attached to this Agreement shall be read along with this Agreement as a composite back to back agreement for Generation and supply of electricity to the End Procurer, particularly, to fulfil the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

17.14. **Breach of Obligations**

17.14.1. 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/ penalty or the method of calculating the liquidated damages/ penalty 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

[The Developer] For and on behalf of

[Tamil Nadu Green Energy Corporation Limited]

Name, Designation and Address

Name, Designation and Address

(Signature with Seal)

(Signature with Seal)

Witness: 1.

Witness: 1.

ANNEXURE I

Interconnection Points

S. No.	Site Name	Connectivity Substation (SS)	Location of Substations
1	Kayathar – I	110/33-11 kV Ayyanaruthu SS	Ayyanaruthu Village, **Kovilpatti Talluka, Thoothukudi District, Tamil Nadu**
2	Kayathar – II		
3	Muppandal	110/11 kV Muppandal SS	Muppandal Village, Aralvaimozhi Taluka, Kanyakumari, Tamil Nadu
4	Puliyankulam	110/33-11 kV Kottaikarunkulam SS	Kottaikarunkulam Village, Radhapuram Taluka, Tirunelveli District, Tamil Nadu

ANNEXURE II

Field Improvements works by Developer

Sl. No.	Site Name	Connectivity SS (STU)	Proposed Improvement in field side
1.	Kayathar- I	110/33-11KV Ayyanaruthu SS	Erection of One No. **33 KV LV breaker** and One No. 33 KV feeder with Panther conductor (AL 59) for a radial distance of 5Kms. (Approximately) from repowering of WEG and Solar power plant.
	Kayathar- II		
2.	Muppandal	110/11KV Muppandal SS	Erection of **11 KV line with ACSR DOG** conductor from the proposed repowering WEG and Solar to the existing 11 KV Wind farm for a radial distance of 4 Kms.(Approximately).
3.	Puliyankulam	110/33-11 KV Kottai arungulam SS	Erection of new **11 KV interfacing link line with ACSR DOG** conductor from the proposed WEG and Solar plant in the existing 11 KV Kallikulam feeder for a radial distance of 4Kms (approximately).

Note- The Developer shall have to determine the length of the transmission network based on his own site assessment.

Field Improvements works by TNPDCL

Sl. No.	Site Name	Capacity in MW	Connectivity SS (STU)	Proposed Improvement in field side
1.	Kayathar- I	12.60	110/33-11KV Ayyanaruthu SS	1. Erection of 1 No. **110/33 KV, 25 MVA Additional Power Transformer** with 110 KV bay with all necessary associated equipment at Ayyanaruthu 110 KV SS. 2. Erection of 110 KV Ayyanaruthu III feeder as **110 KV SC line** on DC tower with Panther ACSR conductor from Kayathar 400 KV SS to Ayyanaruthu 110 KV SS for a radial distance of 2 Kms.(Approximately). 3. Erection of One No. new **110 KV bay** with all associated equipment at Kayathar 400 KV SS. 4. Bifurcation of 3×16 MVA PrTr load from existing Ayyanaruthu I & II feeders and connection to the new 110 KV Ayyanaruthu III feeder at Ayyanaruthu 110 KV SS
	Kayathar- II	12.35		

ANNEXURE III
Shareholding Pattern

1. The Developer shall indicate its shareholding in the company indicating the controlling shareholding while signing of PPA with TNGECL.
2. Following shall not be considered as change in shareholding as mentioned above:
    a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
    b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
    c. Death, Marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvency, insanity of existing shareholders.
    d. Transfer of shares to IEPF.
    e. Issue of Bonus Shares.
3. In case of Project being executed through SPV, the successful bidder, if being a single company, shall ensure that its shareholding in the SPV/Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from the Commissioning of entire capacity. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from SCOD of the project. Any change in the shareholding after the expiry of 3 years from the SCOD shall be subject to approval of TNGECL.
4. In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of at least 51% of the voting shares of such Company or right to appoint majority Directors), till 3 (three) year after the SCOD. However, in case the Project is being set up by a Company listed on NSE/BSE, this condition will not be applicable. Any change in the shareholding after the expiry of 3 years from the SCOD shall be subject to approval of TNGECL.
5. In case of companies having multiple promoters (with none holding at least 51% of the voting rights or paid-up share capital), the Company shall be considered to be under joint control. In such cases, the shareholding pattern submitted at the time of bidding may be changed, subject to the condition that the existing promoters collectively retain at least fifty-one percent (51%) of the paid-up share capital and voting rights of the Company for a period of one (1) year from the SCOD. Any change in the shareholding after the expiry of 1 year from the SCOD shall be subject to approval of TNGECL.
6. In the event of Change in Shareholding as above in Clause 3, 4 and 5/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh plus 18% GST as Facilitation Fee (non-refundable) shall be deposited by the Developer to TNGECL.

7. The Concessionaire shall be required to ensure that at least one shareholder of the SPV holding at least twenty-six percent (26%) of the equity share capital continues to meet the Technical Eligibility stipulated in Clause 23.9 of RfS during the Concession Period.
8. In case, the financial eligibility and qualification is attained through financials of Parent Company or Affiliate, then the shareholding pattern of the Parent Company or Affiliate shall not change till the achievement of Financial Closure and modifications in the shareholding pattern of the bidding entity shall be subject to Clause 3, 4, 5 and 7.

ANNEXURE IV

Land Details along with GPS Coordinates

Sl. No	Project Site	Area in Acre	Name of the village/Taluk/District	GPS Coordinate of the location
1.	Kayathar Wind Farm Site- I	6.98	Therkkullandaikulam/ Kayathar/ Thoothukudi	43P 801497 991757
		6.8	Therkkullandaikulam/ Kayathar/ Thoothukudi	
		100.92	Panikarkulam, Therkkullandaikulam/ Kayathar/ Thoothukudi	
2.	Kayathar Wind Farm Site- I	6.98	Panikarkulam/ Kayathar/ Thoothukudi	43P 799463 990174
		6.8	Ayyanaruthu/ Kayathar/ Thoothukudi	
		1.1	Ayyanaruthu, Panikarkulam, Therkkullandaikulam/ Kayathar/ Thoothukudi	
3.	Muppandal Wind Farm Site	2	Kumarapuram/ Kanniyakumari	43P 782235 913674
		2.13	Kumarapuram/ Kanniyakumari	43P 781671 913344
		15.38	Kumarapuram/ Kanniyakumari	
4.	Puliyankulam Wind Farm Site	7	Kasthurirangapuram/ Tirunelveli	43P 801695 920031
		10	Kasthurirangapuram/ Tirunelveli	

ANNEXURE V

Liquidated Damages for Non Achievement of Performance Parameter

1. **For Capacity Utilization Factor Below 24%**

$$LDt = 1.5 \times Tariff \times \{(24\% - CUFat) \times CC \times 24 \times 365\}$$

S.No.	Description	Unit	Value
1.	Minimum CUF	%	24%
2.	Actual CUF	%	23%
3.	Tariff (illustrative)	Rs./unit	Rs. 3/ unit
4.	Liquidated Damages Calculated	Rs. cr	$1.5 \times 3 \times \{(24\% - 23\%) \times 34{,}750 \times 24 \times 365\} = Rs\ 1.36\ crores$

ANNEXURE VI

Land Right of use Agreement

TO BE EXECUTED IN A STAMP PAPER

RIGHT OF USE AGREEMENT

This Land Right of use Agreement (Agreement) is entered into on this [___] day of [____], 20__ at [_____, Tamil Nadu].

BETWEEN

TAMILNADU GREEN ENERGY CORPORATION LIMITED (TNGECL), a company incorporated under the laws of India (CIN: [_____]), having its registered office at 10th Floor, N.P.K.R.R Maaligai, 144, Anna Salai, Anna Road, Chennai, Tamil Nadu – 600002 (hereinafter referred to as the **"First Party**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, representatives, administrators and assigns) acting through its duly authorized representative _____ Aadhar Number_____ PAN: _____ Age: _____ years, Resident (_____) authorized vide board resolution dated _____ being party of the **FIRST PART**.

AND

_____[insert the name of the Developer] (CIN: _____ Company registered under the provisions of the Companies Act, 2013 having its registered office at _____ (Hereinafter referred to as the **"Second Party"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, representatives, administrators and assigns) acting through its duly authorized representative _____ Aadhar Number_____ PAN: _____ Age: _____ years, Resident (_____) authorized vide board resolution dated _____ being party of the **SECOND PART.**

The First Party, and the Second Party are hereinafter collectively referred to as the **"Parties"** and sometimes individually as **"Party"**.

WHEREAS, the First Party holds valid, subsisting, and marketable Right of use rights over five separate parcels of land, collectively admeasuring _____ hectares (equivalent to _____ acres) situated at different locations (hereinafter referred to as the "Demised

Property"), more particularly described in **Annexure-4** of Power Purchase Agreement (PPA) and is in lawful possession of the same.

AND WHEREAS, the First Party has acquired the Right of use rights of the Demised Property pursuant to a Right of use Deed dated _____, under which it has the right to use the land in accordance with the terms and conditions stipulated therein.

AND WHEREAS, the Demised Property has been earmarked for setting up of a Wind Solar Combined Power Project and TNGECL has identified the Demised Property for establishment of a **34.75 MW** (Wind – 18.75 MW and Solar – 16 MW) power project along with all associated infrastructure and ancillary activities necessary for the implementation and operation of the project.

AND WHEREAS, under the terms of its usage with the necessary approvals, the First Party is entitled to grant the **right to use** the Demised Property to the Second Party for the purpose of setting up and operating the Wind Solar Combined Power Project.

AND WHEREAS, the First Party has agreed to provide the aforementioned land described as the **Demised Property** to the Second Party for the establishment of the Wind Solar Combined Power Project awarded to the Second Party by TNGECL. The Second Party has been selected as the successful bidder under Section 63 of the Electricity Act, 2003, through a competitive bidding process conducted by Tamil Nadu Green Energy Corporation Limited (TNGECL) vide RfS No. _____ dated _____. The Project has been awarded to the Second Party by TNGECL through **Letter of Award (LoA) No. _____ dated _____**.

AND WHEREAS, in order to meet its obligations and to implement the Project, the First Party agrees to **grant the right to use the Demised Property** to the Second Party for the term of this Agreement, and the Second Party agrees to accept such right to use for the purpose of setting up and operating the Wind Solar Combined Power Project.

NOW, THEREFORE, IN ORDER TO SUBSTANTIATE AND RECORD THE TERMS AND CONDITIONS OF THE AGREEMENT AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND FOR OTHER GOOD VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Extent of Land** – "**First Party**" hereby agrees usage of the four parcels of land described in the Annexure 4 to the Second Party for implementation of a 34.75 **MW** Power Project.
2. **Right of use Period** – This Right of use Agreement shall come into effect on the date of its execution and shall remain in full force and effect until twelve (12) months following the expiry of the Power Purchase Agreement (PPA) term, solely for the purposes of decommissioning the project and facilitating the transfer of all relevant permissions, approvals, and assets to Tamil Nadu Green Energy Corporation Limited (TNGECL). Notwithstanding the foregoing, in the event of termination of the PPA due to a default by TNGECL, this Agreement shall similarly remain in effect for an additional twelve (12) months post-termination, for the aforementioned purposes**.**
3. **Handing over of LAND** – "**First Party**" on execution of the agreement will deliver possession of above-mentioned land to the "Second Party" within 15 days from the date of signing of the agreement or upon payment of upfront charges, annual fee, land usage charges etc., to "First Party" by "Second Party".

   It is further agreed that the decommissioning and removal of the existing windmill, if any, located on the Demised Property shall be the sole responsibility of the Second Party, at its own cost and risk, in accordance with applicable laws and approvals.
4. **Permitted use:**

   That the Second Party shall have right to use the Demised Property, however, all other rights (including but not limited to usage rights,) shall always remain vested with the First Party.

   The Second Party shall have the right to use the Demised Property to develop, construct, operate, and maintain the Project, including erection of structures as per approved layouts. The Second Party may assign usage rights arising this Agreement to its lenders or security trustee by providing prior intimation to the First Party.
5. **Right of use Rentals –**

   In consideration of the grant of usage rights over the Project land, the Developer will be required to pay to TNGECL a sum of INR 1 plus applicable taxes towards usage rent for all four land parcels combined, on an annual basis. Further the due date of first instalment of payment is on the anniversary of this agreement and subsequently, annual payment shall be made by the Second Party within 30 days after the submission of documentary evidence for remittance of Right of use amount.

Except the Right of use rent, no other amount shall be payable by the Second Party to First Party or to any third party for the Right of use Agreement of the Demised Property granted under this Agreement.

6. **Applicable taxes -** The Second Party will be responsible for paying applicable municipal taxes or any other taxes, rates, cesses, fees, duties and charges which may be levied by any government, municipal or other local bodies or authority in respect of the usage arrangement during the term of the Right of use Agreement, if any, levied on the Demised Land.
7. **Approvals -** The Second Party acknowledges and agrees that it shall be solely responsible for obtaining all statutory or regulatory approvals, clearances, permissions, licenses, or permits ("Approvals") pertaining to this agreement or Wind Solar Combined Power project. The First Party shall not, under any circumstances, be held liable for any failure by the Second Party to obtain such Approvals.
8. **Substitution of Developer -** In the event the Project lenders exercise their right to step in under the PPA and substitute the Developer, the Developer under the Right of use Agreement will also be substituted.
9. **Maintenance of Project Land -** The Second Party Shall be responsible for maintaining the Project land, including any structures built and machinery/equipment installed on such land, at its own cost and risk.

   The Second Party will be required to allow TNGECL/TNPDCL's representatives to enter upon the Project land to inspect and verify the status of maintenance, upkeep and repairs.
10. **Disputes** - The Second Party agrees that the settlement of any disputes, claims, actions, demands, or proceedings with public/statutory bodies, local Authorities, state Authorities, or any other relevant entities ("Disputes") pertaining to Wind Solar Combined Power Project shall be the sole responsibility of the Second Party.
11. The Second Party hereby indemnifies and holds harmless the First Party, its officers, directors, employees, agents, representatives, and properties, from and against any and all claims, actions, demands, proceedings, prosecutions, attachments, liabilities, damages, losses, expenses, penalties, taxes, or charges arising out of or in connection with this agreement.
12. **Termination** -In the event when both the parties mutually agree to terminate the Agreement, on account of force majeure or any other reason, termination shall take effect from the date and time to be agreed upon mutually.

Upon termination of the Right of use Agreement any outstanding Right of use rent payments shall be made by the Developer within [30] days from the date of termination.

13. This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute or difference arising out of or relating to this Agreement shall be settled amicably between the Parties. Failing amicable resolution, the matter shall be subject to the exclusive jurisdiction of courts at Chennai, Tamil Nadu
14. That all costs and expenses towards the execution of this Agreement shall be borne by the Second Party.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY PARTIES HERETO ON THE DATE,MONTH AND YEAR MENTIONED HEREIN ABOVE.

FIRST PARTY	SECOND PARTY
FOR TANTRANSCO _____kV Substation	FOR _____ (Wind-Solar Combined Power Developer)
WITNESS 1	WITNESS 1
WITNESS 2	WITNESS 2

ANNEXURE VII

Commissioning Procedure

1. Commissioning Procedure for the Projects selected shall be as determined by TNGECL.
2. The developer shall submit the copy of the RFS as well as PPA signed by both parties and give advanced intimation to TNGECL regarding commissioning of the project.
3. Developer shall take into consideration the provisions of part commissioning provided in the PPA and certify part commissioning of the project in line with the PPA provisions.
4. TNGECL may provisionally certify commissioning of the project on the date of commissioning after witnessing that the rated capacity of the project is in operation and energy is flowing into / out of the grid subject to final certification after verification of other documents.
5. The commissioning of the project shall be witnessed by the Committee Constituted by TNGECL which may comprise officials of TANTRANSCO and TNPDCL.