**POWER PURCHASE AGREEMENT**

**BETWEEN**

**GRIDCO LIMITED**

**AND**

**[NAME OF THE DEVELOPER]**

This POWER PURCHASE AGREEMENT hereinafter called the “Agreement” is entered into at [\_\_\_\_\_\_\_\_] on the [\_\_\_] day of [\_\_\_\_\_], 2025 between **GRIDCO Limited** , a company registered under the Companies Act, 1956 having its registered office at Janpath, Bhubaneswar-751022 (herein after called ‘GRIDCO’**,** which expression shall unless repugnant to the context or meaning thereof shall include its successor and permitted assigns) as party of the **FIRST PART** and,

[\_\_\_\_\_\_\_\_]**,** a company incorporated under the Companies Act, 1956 having its registered office at [\_\_\_\_\_\_\_\_] (hereinafter called **‘SHPD’**, which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigns) as party of the **SECOND PART** and.

1. The Government of Odisha has announced the RE Policy for promotion of renewable energy in the state of Odisha and has provided a target to achieve an aggregate installed capacity of 10 GW by the year 2030.
2. GRIDCO had called for a Tariff Based Competitive Bid or procurement of 93.95 MW of the power generated from Small Hydro Project on the terms and conditions contained in the Request for Selection (herein after referred to as `RFS’ issued by GRIDCO vide RfS No [\_\_\_\_\_\_\_\_] dated [\_\_\_\_\_\_\_\_].
3. [NAME OF THE DEVELOPER] has been declared as a successful bidder in the Tariff Based Competitive Bidding for development, generation and supply of electricity to GRIDCO from the [\_\_]MW Small Hydro Power Project to be established by [NAME OF THE DEVELOPER] in Odisha.
4. GRIDCO has issued the Letter of Award No [\_\_\_\_\_\_\_\_] dated [\_\_\_\_\_\_\_\_] in favour of [NAME OF THE DEVELOPER] for development and establishment of the [\_\_\_\_\_\_\_\_] MW Small Hydro Power Project at the [-------] sites in the State of Odisha as per the terms and conditions contained in the RfS including amendments and clarifications thereto, the standard draft version of this Power Purchase Agreement circulated at the time of the bidding and other bidding documents as well as the conditions contained in the Letter of Award.
5. GRIDCO has agreed to purchase such Power from [NAME OF THE DEVELOPER] at a tariff of INR [\_\_\_] as discovered through competitive bidding as per the provisions of the RfS.
6. In terms of the RfS and the Bidding Documents, [NAME OF THE DEVELOPER] has furnished the Performance Bank Guarantee of Rs [\_\_\_\_\_\_\_\_] in favour of GRIDCO Limited as per the format provided as part of the Bidding Documents.
7. [NAME OF THE DEVELOPER] has fulfilled the terms and conditions contained in the bidding document and the Letter of Award dated [\_\_\_\_\_\_\_\_], issued to it, for signing this Power Purchase Agreement as a definitive agreement for establishing the Small Hydro Power Project of [\_\_] MW at [\_\_\_\_\_\_\_\_] under [\_\_\_\_\_\_\_\_] Tehsil of [\_\_\_\_\_\_\_\_] district in Odisha for generation and sale of electricity by [NAME OF THE DEVELOPER] to GRIDCO.
8. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the Contract Agreement and the Letter of Award in regard to the terms and conditions for establishment of the Small Hydro Power Project at [\_\_\_\_\_\_\_\_\_\_\_] and for generation and supply of electricity from the developed project by [NAME OF THE DEVELOPER] to GRIDCO.

NOW THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

1. **DEFINITIONS**

The words or expressions used in this agreement but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, the Rules framed there under, and Regulations issued by OERC from time to time.

The words or expressions mentioned below, unless repugnant to the context or meaning thereof, shall have the meanings respectively as assigned hereunder.

|  |  |
| --- | --- |
| **“Act”** | shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time; |
| **"Appropriate Commission"** | shall mean Odisha Electricity Regulatory Commission (OERC)  |
| **“Auxiliary Energy Consumption”** | shall mean the quantum of energy consumed by auxiliary equipment of the generating station, such as the equipment being used for the purpose of operating plant and machinery including switchyard of the generating station and the transformer losses within the generating station, expressed as a percentage of the sum of gross energy generated at the generating terminals of all the units of the generating station, provided that auxiliary energy consumption shall not include energy consumed for supply of power to housing colony and other facilities at the generating station and the power consumed for construction works at the generating station. |
| **“Beneficiary”** | Beneficiary in relation to the generating station shall mean GRIDCO |
| **“Bus bars”** | shall mean (33/11 kV) Bus bars of DISCOM/OPTCL substation |
| **“Business Day”** | shall mean a working day other than Sunday or a notified holiday of GRIDCO, on which GRIDCO’s office remain open for business at Bhubaneswar in the state of Odisha; |
| **“Capital Cost”** | shall mean the actual completed cost of the project as on the cutoff date as per the audited accounts of the company certified by the Chartered Accountants and approved by STC or the normative/benchmark capital cost as fixed by OERC whichever less.  |
| **“CEA”** | shall mean Central Electricity Authority  |
| **“Commercial****Operation Date****(COD)”** | shall mean, in relation to a Unit, the date on which the unit is commissioned and in relation to the Station, the date on which the last unit of the Station is commissioned |
| **“Date of presentation of Bill”** | shall mean the date on which the monthly bill and/or the supplementary bill is physically/email received by the office of CGM (PP), GRIDCO  |
| **“Delivered Energy”** | shall mean, with respect to any billing month, the net kilo watt hours (kWh) of electrical energy delivered to GRIDCO (i.e. Export Energy minus Import Energy), as measured by the energy meters at the Delivery Point during that Billing Month. |
| **“Deliverable Power”** | shall mean, the power output expressed in kW and measured at the Delivery Point |
| **“Delivery Point”** | shall mean the point at the voltage level of 33/11 kV of the DISCOM/OPTCL Sub-station.  |
| **“Deviation Settlement”** | shall mean charges payable/receivable on deviation from supply of the energy as per the schedule at the rate determined by OERC from time to time |
| **“Dispute”** | shall mean any dispute or difference of any kind between GRIDCO and the SHPD, 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 |
| **“Due Date”** | shall mean the 45th day after a monthly bill or a supplementary Bill is received by the GRIDCO or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill, or a Supplementary Bill is payable by the GRIDCO |
| **“Effective Date”** | shall mean the date of signing of this Agreement |
| **“IEGC”** | shall mean the Indian Electricity Grid Code framed under section 79 of the Act as in force from time to time. |
| **“Infirm Power”** | shall mean electricity injected into the grid prior to the commercial operation date of a unit of the Generating station |
| **“Installed Capacity”** | Shall mean the summation of the name plate capacities of all the units of the generating station or the capacity of the generating station (reckoned at the generator terminals) as approved by the Commission from time to time  |
| **“Inter-Connection Point”** | shall mean point of connection at nearest 33/11 kV substation of DISCOM/OPTCL |
| **“Main Meter and Check Meter”** | shall mean meter installed for measurement and checking of import/export of energy for Energy Accounting at the station bus bars where the power is ejected to. |
| **“Station”** | shall mean all the units of generating station |
| **“Scheduled Commissioning Date (SCD)”** | shall mean the scheduled date for achieving COD of the Station |
| **“Supplementary Bill”** | shall mean a bill other than the monthly bill raised by the SHPD |
| **“Month”** | shall mean a calendar month |
| **“Monthly Bill”** | shall mean a bill presented by the SHPD on a day of the month for payment in respect of energy supplied during the preceding month  |
| **“OERC”** | shall mean Odisha Electricity Regulatory Commission |
| **“Operation Period”** | shall mean the period from the Commercial Operation Date of the project to the expiry date i.e. 40 years from the date of COD of last unit of the station and may be extended beyond the same on mutually agreed terms & conditions |
| **“Party or Parties”** | A party shall mean either GRIDCO or the SHPD and together shall mean as parties |
| **“Project”** | shall mean the generating station of [\_\_\_\_] Small Hydro Electric Project having capacity of [\_\_\_\_] |
| **“PPA”** | shall mean Power Purchase Agreement |
| **“Rupees”** | shall mean the lawful currency of India |
| **“Scheduled Synchronization Date”** | shall mean in respect of a Unit, the date which falls fifteen (15) days before required COD of the relevant Unit |
| **“SLDC”** | shall mean State Load Dispatch Centre of Odisha |
| **“State Designated Entity”** | shall mean GRIDCO |
| **“State Energy Accounting”** | shall mean periodic Energy Accounting including amendments thereof issued by SLDC  |
| **“Station”** | shall mean the Generating Station of the Project |
| **“Tariff”** | shall mean the tariff payable for the drawl of energy from the Project |
| **“Terms of Agreement”** | shall mean 40 years from the date of COD of last unit of the station and may be extended beyond the same on mutually agreed terms & conditions |
| **“Unit”** | shall mean a generating set and all equipment and installation that can be assigned independently and exclusively to such generating set |

Words and expressions not defined herein but defined in the Act or the Regulations issued by OERC/CERC, shall have the same meaning as assigned to them in the Act or such Regulations.

1. **GENERAL**
	1. **INSTALLED CAPACITY**

The installed capacity of the Small Hydro Power Station is [\_\_\_] MW

* 1. **ENTITLEMENT OF POWER FOR GRIDCO**
1. GRIDCO shall at all times have the right on behalf of Government of Odisha to receive the entire power sent out from the Small Hydro Power Station of [\_\_] MW,
2. GRIDCO will be entitled to further receive on behalf of Government of Odisha the entire infirm power sent out from the Small Hydro Power Plant.
3. **OPERATION OF THE POWER STATION**

It is understood and agreed by and between the parties that [NAME OF THE DEVELOPER] shall operate the station as per the manufacture’s guidelines, applicable grid standard operating standards, directions of the OERC and relevant statutory provisions, as applicable from time to time.

1. **TRANSMISSION / WHEELING OF POWER**

Power generated shall be evaluated by the [\_\_] kV line to be constructed by the company at their own cost, which shall be connected to the [\_\_\_\_\_] kV substation of DISCOM/OPTCL at [\_\_\_\_\_].

* 1. SHPD shall be responsible for design, construction, commissioning, operation and maintenance of the equipment, works, switch yard and transmission lines and related equipment up to the Delivery Point;

SHPD shall co-ordinate with DISCOM/OPTCL and GRIDCO during the term of the agreement to ensure that the facilities at the Interconnection Point are tested and commissioned prior to the scheduled Synchronization date and such facilities are maintained and operated in accordance with Prudent Utility Practises. SHPD shall ensure at all times the Deliverable Power and Deliverable Energy would be made available to GRIDCO at the Delivery Point.

* 1. The cost towards the [\_\_] kV bay at [\_\_\_] grid where the feeder will enter along the cost of PLCC equipment and metering system has to be borne by the SHPD.
	2. It is proposed to install communication system for voice as well as the data transmission through suitable PLCC equipment from [\_\_\_\_\_\_] power station to [\_\_\_\_] substation where it is proposed to deliver the power to GRIDCO.
1. **ENERGY ACCOUNTING**
	1. The energy accounting between the parties (SHPD and GRIDCO) shall be conducted on a monthly basis on total Energy Export/Import, as per the calculation of Energy Account Statement issued by SLDC.
	2. In case, Export of energy by the SHPD in any month is more than its Import energy, the SHPD shall raise monthly energy bill on GRIDCO on net Export basis (i.e. Export energy minus Import energy).
	3. In case of no generation or less generation i.e. export of energy is less than import energy, then the net import energy shall be adjusted against the subsequent month’s monthly energy bill.

1. **BILLING, REBATE & PAYMENT**
2. Energy Accounting i.e. energy export and import shall be certified by SLDC on monthly basis. The same shall be considered for billing by the SHPD.

For Delivered Energy purchased, SHPD shall furnish monthly bills to GRIDCO as per the Tariff mentioned in Clause-7.

1. SHPD shall submit bills along with all supporting documents for the energy delivered during the billing period as per the sub-clause (a) above. Without all supporting documents, the bill (s) submitted by the SHPD shall be treated as incomplete and accordingly the bill (s) shall be returned by GRIDCO for fresh submission of the bill (s) by the SHPD.
2. Upon submission of the bill (s) in complete shape by the SHPD, GRIDCO shall make payment for the eligible bill amount by the due date of payment.
3. Monthly bill (s) shall be presented physically/e-mail to the office of CGM (PP), GRIDCO.
4. One Point Five percent (1.5 %) rebate shall be allowed to GRIDCO on payment of bills within 05 (Five) working days excluding the date of receipt of the bill by GRIDCO. Date of receipt of bill by GRIDCO shall be considered as Zero Date subject to the bill received within the official hours of a business day of GRIDCO in hard copy or through email to the designated e-mail address of GRIDCO.
5. If payments are made beyond 05 working days but within a period of one month (30 days) from the bill receiving date, a rebate of One percent (1%) shall be applicable.
6. In case the payment of any bill for charges payable under these Guidelines is delayed beyond a period of 45 days from the zero date as mentioned above, a late payment surcharge (LPS) at the rate of 1.50% per month shall be levied by the SHPD.
7. The undisputed portion of the bill shall be paid by GRIDCO after availing applicable rebate. However, if GRIDCO identifies any discrepancy in the bill and disputes all or part of the bill amount, it shall notify SHPD of the disallowed amount within thirty (30) days from the date of invoice. Upon receiving the notification, the SHPD shall promptly engage with GRIDCO, providing all relevant information and data. GRIDCO shall review the details and if the dispute is resolved satisfactorily, the disputed amount shall be paid accordingly.
8. **TARIFF**
9. Subsequent to commercial operation of the Contracted Capacity, and supply of Power from the station developed under this agreement and on the terms contained in this Agreement, [NAME OF THE DEVELOPER shall be entitled to receive the Tariff of Rs. [\_\_]/ kWh, fixed for the entire term of this Agreement, with effect from the CoD, for the power sold by [NAME OF THE DEVELOPER] to GRIDCO as per the Energy Accounting statement issued by SLDC.
10. In case of early part-commissioning, till CoD, GRIDCO may purchase the entire power at the tariff mentioned in the Clause - 7 (a).
11. Infirm power shall be made available to GRIDCO at the average rate of State Hydro (OHPC Stations) as determined by OERC in the ARR Order/s of GRIDCO from time to time
12. **PAYMENT SECURITY MECHANISM**
13. GRIDCO shall provide to SHPD, a standby, unconditional, irrevocable and revolving Letter of Credit (LC), through a recognized bank at least one month prior to the COD. The terms and condition of LC shall be mutually agreed upon.
14. For the first Contract Year, LC shall cover 110% of the estimated average monthly billing.
15. For the subsequent Contract Years, the LC shall cover 110% of the one month’s billing calculated on the basis of the average billing of previous 12 months. Accordingly, LC shall be enhanced /reduced before each contract period.
16. The LC may be opened for shorter duration as per the provisions of LPS Rules and MoP, GoI notifications/guideline from time to time.
17. The LC shall be established for a minimum period of one year. GRIDCO shall ensure that LC remains valid at all times during the entire validity of this agreement.
18. The charges related to opening and maintaining of LC shall be borne by GRIDCO.
19. **SUPPLEMENTARY BILL**
20. SHPD shall raise Supplementary Energy Bills for payment on account of any of the following:
21. Adjustments required based on revised State Energy Accounting statement issued by SLDC,
22. Change in Law and
23. Any other amounts due from/to GRIDCO under this Agreement
24. In case of debit supplementary bill, the same shall be raised along with the monthly bill. In case of credit bill the amount receivable by GRIDCO shall be adjusted against the payable towards the monthly bill.
25. Due date, rebate and surcharge for supplementary bill shall be same as applicable for monthly bills.
26. **CONSTRUCTION AND DEVELOPMENT OF THE PROJECT**
	1. **SHPD’s Obligation:** The SHPD shall be responsible for:
27. Making arrangements for land and associated infrastructure for development of the Project and for connectivity with the DISCOM/OPTCL’s System for confirming the evacuation of power by the SCD and obtaining all the Approvals related thereto;
28. Proper operation and maintenance of the Project in accordance with established prudent utility practices.
29. For operation and maintenance of the equipment, works, switch yard and transmission lines and related equipment up to the Delivery Point;
30. Obtaining all Approvals as may be required for the erection, commissioning, operation and maintenance of the Project at the SHPD’s cost and abide by the conditions/stipulations made thereunder during the Term of this Agreement;
31. Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
32. The commencement of supply of power up to the Contracted Capacity to GRIDCO and continuance of the supply of power throughout the term of the Agreement;
33. Owning the Project throughout the term of agreement free and clear of encumbrances;
34. Ensuring that the promoters of SHPD shall not divest / dilute either directly or indirectly their shareholding to less than 51% until three years from the COD without prior approval of GRIDCO;
35. Obtain connectivity and executing connectivity agreement for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement;
36. The SHPD shall be responsible for directly coordinating and dealing with the corresponding GRIDCO, State Load Dispatch Centre (SLDC) and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Hydro Power and due compliance with deviation and settlement mechanism;
37. Submission of monthly progress report to GRIDCO;
38. Comply with the employment and labour laws as applicable in the State of Odisha, the rehabilitation and resettlement policy of the State of Odisha and other related policies issued the Government of Odisha as applicable from time to time;
39. The Applicant Company will not transfer the project to another company or any third party until the Project achieves Commissioning, unless:

* + 1. The transfer of the Project takes place under the court order or statutory pronouncement.
		2. When the change of name of company is undertaken in accordance with the provisions of Section 13 of the Companies Act 2013.
	1. **GRIDCO’s Obligation:** The GRIDCO shall be responsible for:
1. Shall be responsible for evacuation of its contracted capacity beyond the delivery point.
2. Comply for purchase of entire Delivered Energy from the generating station.
3. Shall be responsible for the due and timely payment of amounts payable under monthly bills and supplementary bills in accordance with this agreement.
4. Shall maintain at all times the required licenses that is required under law to purchase and further sell the power output of the station.
5. Shall open and maintain the Letter of Credit (LC) as required under the terms and conditions specified in Clause- 7 of this agreement.
	1. **EARLY COMMISSIONING:**
6. The SHPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.
7. Part commissioning of the project may be accepted by GRIDCO, with the condition that the SHPD is allowed a maximum of three instances of Part commissioning. However, the Scheduled Commercial Date (SCD) will remain unchanged despite the commencement of partial power supply by the SHPD.
8. Early commissioning of the Project will be allowed solely at the risk and cost of the SHPD, and GRIDCO shall purchase the energy from such early commissioned Project at the PPA tariff.
9. In cases of early (part or full) commissioning, the SHPD shall be required to intimate GRIDCO its proposed date of early commissioning at least before 60 days prior to the proposed commissioning date.
	1. **DELAY COMMISSIONING:**
10. The project will be commissioned within 30 months from the date of signing of the PPA except any delay under Force Majeure clause.
11. In the event that the actual COD of the project occurs after the scheduled COD of the project as per the PPA executed, such day on which the project is commissioned shall be taken as COD of the project.
12. If the developer could not achieve commissioning before / on the due date of Scheduled Commercial Operation Date (SCOD) and requests an extension of the SCOD beyond the due date, a penalty of ₹20,000 per MW per day shall be applicable for each day of delay attributable to the developer. In such cases, the RE Nodal Agency will assess the validity of the delay and issue a demand notice to the developer for payment of the computed penalty amount. Upon receipt of the payment and submission of an extended CPBG, RE Nodal Agency will issue an SCOD extension notice to the developer after taking due approvals. If the developer fails to submit the computed penalty amount, GRIDCO reserves the right to recover this amount from the Contract Performance Bank Guarantee (CPBG) before issuing the SCOD extension notice/ CoD Certificate to the bidder, as applicable. This process shall continue until the CoD Certificate for the Station is issued to the developer by RE Nodal Agency.
13. If the SHPD could not deposit the above computed penalty amount in the bank account of GRIDCO, on request of RE Nodal Agency, GRIDCO shall recover the amount from the CPBG and initiate action for termination of PPA as per Clause- 18 of this PPA.
14. **QUARTERLY AND ANNUAL RECONCILIATION**
	* 1. The quantum of energy and monetary transactions shall be reconciled with GRIDCO on quarterly and annual basis.
		2. The SHPD shall submit the reconciliation statement, incorporating the bills raised, payment made, rebate allowed and other relevant information (if any) on quarterly/annual basis to GRIDCO for acceptance. After verification of reconciliation statement, GRIDCO shall sign the same and return the copy to the SHPD.
15. **SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**
	* 1. The SHPD shall give SLDC and GRIDCO 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.
		2. The Project may be synchronized by the SHPD 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.
		3. The synchronization equipment and all necessary arrangements / equipments including RTU for transmission of data to the concerned authority as per applicable regulations shall be installed by the SHPD at its generation facility at its own cost. The SHPD shall synchronize its system with the Grid System only after the approval of synchronization scheme by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System.
		4. The SHPD shall immediately after each synchronization/tripping of generator, inform SLDC and the sub-station of the Grid System to which the station is electrically connected in accordance with applicable Grid Code under intimation to GRIDCO. In addition, the SHPD will draw start-up/construction power and inject in-firm power from/to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the station with the grid shall not to be considered as Commissioning of the station.
		5. For drawl of Start-up/Construction power from the grid, the SHPD shall be the consumer of the concerned DISCOM and pay applicable tariff to the DISCOM.
16. **DISPATCH AND SCHEDULING**
	* 1. The SHPD shall be required to schedule its power as per the applicable Regulations / requirements / guidelines of OERC /SLDC and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time.
		2. 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 SHPD.
		3. The SHPD shall be responsible for directly coordinating and dealing with the GRIDCO and SLDC in all respects in regard to declaration of availability, scheduling and dispatch of Hydro Power and due compliance with deviation and settlement mechanism and the applicable Grid Code.
		4. The SHPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable Regulations. Deviation Settlement Mechanism (DSM) charges, if applicable on this account shall be directly paid by the SHPD.
17. **METERING**
	* 1. All Meters shall be installed by the SHPD at its own cost. Each Meter shall be of ABT Compliant, static type, 0.2S accuracy class confirming to latest IEC-687 and shall meet the requirements of IEGC/ CEA Regulations for installation, operation and maintenance of meters as applicable and as amended from time to time. The recording of each Meter shall include, as a minimum:
			+ 1. Energy Output during each Settlement Period,
				2. Average Power Output during each Settlement Period,
				3. Frequency during each Settlement Period and
				4. Year, Month, Day, Hour and Minute and start and end of each Settlement Period.
		2. One set of Meters comprising (i) a set of Main Meters and (ii) a set of Check Meters shall be installed by the SHPD on each circuit of the transmission lines at interconnection point(s) so as to record both (a) energy exported by the SHPD to the Grid and (b) energy imported by the SHPD from the Grid for energy accounting by SLDC.
		3. Another set of Meters comprising (i) a set of Main Meters and (ii) a set of Check Meters shall be installed by the SHPD on each circuit of the transmission lines at the Generator premises so as to record both (a) energy exported by the SHPD to the Grid and (b) energy imported by the SHPD from the Grid.
		4. Further, one complete spare set of tested, calibrated and sealed Meters shall be kept in safe custody of the SHPD. All such Meters shall be sealed in presence of GRIDCO, DISCOM/OPTCL and SHPD, which seal shall remain intact unless it is broken by the Testing Laboratory for testing and calibration.
		5. Authorized representative(s) of GRIDCO, DISCOM/OPTCL & SLDC shall have the unrestricted free entry into the metering points.
		6. Additional meters required if any towards proper energy accounting shall be installed by the SHPD at its own cost as per the direction/supervision of DISCOM/OPTCL.
18. **AMICABLE SETTLEMENT AND SETTLEMENT OF DISPUTES**
	1. **AMICABLE SETTLEMENT**
19. 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:
20. a description of the Dispute
21. the grounds of such Dispute and
22. all written material in support of its claim.

1. The other Party shall, within thirty (30) days of issue of Dispute Notice shall furnish:
2. counter-claim and defence, if any, regarding the Dispute; and
3. all written material in support of its defence and counter-claim.

1. Within thirty (30) days of issue of Dispute Notice by any Party:
2. if the other Party does not furnish any counter claim or defence.
3. or 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 Clause 14.1.
4. the Dispute shall be referred for dispute resolution in accordance with Clause 14.2.
	1. **DISPUTE RESOLUTION**
5. Dispute Resolution by the OERC.
6. Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the OERC, shall be submitted to adjudication by the OERC. Appeal against the decisions of the OERC shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
7. **FORCE MAJEURE**

A ‘Force Majeure’ means any event or circumstance or combination of events those 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:

* + 1. 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, epidemic, pandemic, 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);
		2. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
		3. Radioactive contamination or ionising 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 station by the Affected Party or those employed or engaged by the Affected Party.
	1. **Notification of Force Majeure Event**
		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 take a decision on the claim of the Affected Party within 15 days of receipt of the said intimation of Force Majeure.
		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.
		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.
	2. **Duty to Perform and Duty to Mitigate**

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

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

Subject to this Clause 15:

1. Neither Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
2. Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Clause- 9.4; in delay commissioning.
3. For avoidance of doubt, neither Party’s obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
4. 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.
5. **STATUTORY APPROVALS AND IMPLEMENTATION OF THE AGREEMENT**
	* 1. SHPD undertakes that it shall comply with all statutory requirements, laws, rules, regulations and procedures governing establishment and operation of industries in the State of Odisha including the project and obtain all clearances, licenses/permissions as may be so required before commencement, during implementation and throughout this life of the project.
		2. All discretions should be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post.
6. **CHANGE IN LAW**
	* 1. The term “Change in Law” shall refer to the occurrence of any of the following events enforced by the Government of Odisha/India, after [Insert last date of bid submission], which have a direct effect on the project including any enactment of new law; or amendment or repeal of any law; or requirement to obtain a new consent, permit or license; or any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of SHPD; or any change in the rates of any taxes, duties or cess which a direct effect on the Project.
		2. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax or income or dividends.
		3. In the event a Change in Law results in any adverse financial loss/ gain to SHPD then, in order to ensure that SHPD is placed in the same financial position as it would have been, had it not been for the occurrence of the Change in Law, SHPD/ GRIDCO shall be entitled for compensation by the other party, as the case may be, subject to the condition that the such ‘Change in Law ’ is recognized by OERC. Compensation payment on account of such ‘Change in Law shall be determined and shall be effective from such date as may be decided by OERC.
		4. Notwithstanding anything in Point No. (a) above, in case of change in rates of duties and taxes in respect of safeguard duty, GST and basic customs duty, then such change will be treated as ‘Change in Law’ and the quantum of compensation payment on account of change in rates of such duties/taxes and shall be provided to the affected party by the other party as per Clause- 13 subject to the provision that OERC recognizes such provisions at the time of adoption of tariff by the OERC and any decision in this regard shall be governing on [NAME OF THE DEVELOPER] and GRIDCO without the need for approaching OERC.
		5. Compensation Payment on account of ‘Change in Law’, either as determined by the OERC as per Point No. (c) above or mutually agreed upon between [NAME OF THE DEVELOPER] and GRIDCO as per Point No. (d) above, can be paid to the affected party, by the other party, in terms of modifications in the PPA tariff.
7. **EVENTS OF DEFAULT AND TERMINATION**
	1. **SHPD Events of Default**

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

1. The failure to commence supply of power to GRIDCO up to the Contracted Capacity, by the end of the period specified in Clause- 9.4 (b) Scheduled COD or failure to continue supply of Contracted Capacity to GRIDCO after Commercial Operation Date throughout the term of this Agreement, or

if;

1. The SHPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the station in contravention of the provisions of this Agreement; or
2. The SHPD 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
	* + 1. Is in pursuance of an Applicable 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
			2. Is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
3. If (a) the SHPD 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 SHPD, or (c) the SHPD 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 SHPD will not be a SHPD event of default if such dissolution or liquidation is for the purpose of a merger, acquisition, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SHPD and expressly assumes all obligations of the SHPD under this Agreement and is in a position to perform them; or
4. The SHPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from GRIDCO in this regard; or
5. Except where due to any GRIDCO’s failure to comply with its material obligations, the SHPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SHPD within thirty (30) days of receipt of first notice in this regard given by GRIDCO.
6. Change in controlling shareholding before the specified time frame as mentioned in Clause- 9.1 of this Agreement; or
7. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SHPD.
	1. **GRIDCO Event of Default**

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

1. GRIDCO fails to pay (with respect to an undisputed monthly bill or undisputed supplementary bill), for a period of ninety (90) days after the Due Date and the SHPD is unable to recover the amount outstanding to the SHPD through the Letter of Credit,
2. GRIDCO repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SHPD in this regard; or
3. Except where due to any SHPD's failure to comply with its obligations, GRIDCO is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by GRIDCO within sixty (60) days of receipt of notice in this regard from the SHPD to GRIDCO, or if
4. GRIDCO becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
5. Any winding up or bankruptcy or insolvency order is passed against GRIDCO, or
6. GRIDCO goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a GRIDCO Event of Default, where such dissolution or liquidation of Buyer or GRIDCO is for the purpose of a merger, acquisition, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to GRIDCO and expressly assumes all obligations of GRIDCO and is in a position to perform them; or:
7. Occurrence of any other event which is specified in this Agreement to be a material breach or default of GRIDCO.
	1. **Procedure for cases of SHPD Event of Default**
8. Upon the occurrence and continuation of any SHPD Event of Default under Clause- 19.1, GRIDCO shall have the right to deliver to the SHPD, with a copy to the representative of the lenders to the SHPD with whom the SHPD has executed the financing agreements, a notice stating its intention to terminate this Agreement (“GRIDCO Preliminary Default Notice”), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
9. Following the issue of a GRIDCO Preliminary Default Notice, the consultation period of ninety (90) days or such longer period as the Parties may agree (“Consultation Period”), 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.
10. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
11. 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 SHPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GRIDCO may terminate this Agreement by giving a written termination notice of sixty (60) days to the SHPD.
12. Subject to the terms of this Agreement, upon occurrence of a SHPD Event of Default under this Agreement, the SHPD shall be liable to pay to GRIDCO, liquidated damages, as provided in Clause- 9.4 of the PPA for failure to Commission within stipulated time and Clause- 9.4 for failure to supply power in terms of the PPA. For other cases, the SHPD shall be liable pay to GRIDCO, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. GRIDCO shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with GRIDCO, may exercise their rights, if any, under financing agreements, to seek substitution of the SHPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SHPD and performing the obligations of the SHPD. Provided that any substitution under this Agreement can only be made with the prior consent of GRIDCO including the condition that the selectee meets the eligibility requirements of as may be acceptable to GRIDCO and accepts the terms and conditions of this Agreement.
13. In the event the lenders are unable to substitute the defaulting SHPD within the stipulated period, GRIDCO may terminate the PPA, and the lenders may exercise their mortgage rights and liquidate the station assets.
	1. **Procedure for cases of GRIDCO Event of Default**
14. Upon the occurrence and continuation of any GRIDCO Event of Default specified in Clause-19.2, the SHPD shall have the right to deliver to GRIDCO, a notice stating its intention to terminate this Agreement (“SHPD Preliminary Default Notice”), which notice shall specify in reasonable detail the circumstances giving rise to its issue.
15. Following the issue of a SHPD Preliminary Default Notice, the consultation period of ninety (90) days or such longer period as the Parties may agree (“Consultation Period”), 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.
16. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
17. After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or GRIDCO event of default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GRIDCO and the SHPD shall, subject to the prior consent of the SHPD, 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 SHPD, or if no offer of novation is made by GRIDCO within the stipulated period, then the SHPD may terminate the PPA.
18. Subject to the terms of this Agreement, upon occurrence of a GRIDCO Event of Default under this Agreement, the GRIDCO shall be liable to pay to SHPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity.
19. The GRIDCO shall also be required to pay all the outstanding dues including any unpaid monthly bill or supplementary bill for the energy supplied to the Delivery Point, prior to the date of such termination. In the event of termination of PPA, any damages or charges payable to the DISCOM/OPTCL, for the connectivity of the station, shall be borne by the GRIDCO.
	1. **Termination due to Force Majeure**

If the Force Majeure Event or its effects continue for an uninterrupted period of 180 (one hundred and eighty) days, 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 financial liability on either Party from the date of such termination

1. **LIABILITY AND INDEMNIFICATION**
	1. **Indemnity**

The SHPD shall indemnify, defend and hold GRIDCO harmless against:

1. any and all third-party claims against GRIDCO for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SHPD of any of its obligations under this Agreement or due to the SHPD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and
2. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by GRIDCO from third party claims arising by reason of a breach by the SHPD of any of its obligations under this Agreement, (provided that this Clause-14 shall not apply to such breaches by the SHPD, for which specific remedies have been provided for under this Agreement).

The GRIDCO shall indemnify, defend and hold the SHPD harmless against:

1. any and all third-party claims against the SHPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of GRIDCO’s breach of any of their obligations under this Agreement or due to the GRIDCO's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and
2. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the SHPD from third party claims arising by reason of a breach by GRIDCO of any of its obligations under this Agreement, (provided that this Clause-14 shall not apply to such breaches by the GRIDCO, for which specific remedies have been provided for under this Agreement).
3. except as expressly provided in this Agreement, neither GRIDCO nor its respective officers, directors, agents, employees or affiliates, shall be liable or responsible to the SHPD or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of GRIDCO, or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
4. **ASSIGNMENT AND CHARGES**
	1. **Assignments**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except by SHPD to the station lenders or lender's representative as security for their debt under the financing agreements, In no case, such assignment shall be permissible prior to the declaration of COD.

* 1. **Permitted Charges**

SHPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement including on the station, other than in favour of station lenders or lender's representative as security for their debt under the financing agreements.

1. **REPRESENTATIONS AND WARRANTIES**

Each of the Parties hereby represents and warrants to the other, as on the Effective Date as follows:

1. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized by all necessary corporate actions and authorisations.
2. this Agreement is its legal, valid and binding obligation enforceable against it in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to bankruptcy and other similar laws of general application affecting rights and remedies of creditors.
3. it has obtained or shall obtain all approvals required in connection with the due authorization, execution and delivery of this Agreement by such Party or the performance by such Party of its obligations hereunder in accordance with applicable Laws.
4. neither the execution and delivery of this Agreement by each Party nor compliance by each Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's constitutional documents or any law as applicable to such Party or any other agreement by which such Party is bound.
5. There are no actions, suits or proceedings pending before any court or administrative body or arbitral tribunal that might materially and/or adversely affect the ability of such Party to perform their respective obligations under this Agreement; and
6. All the information provided by it, is to the best of its knowledge and belief, true and accurate in all material respects.
7. **EFFECTIVE DATE AND DURATION OF AGREEMENT**

The Agreement shall come into force from the date of signing of this Agreement for all purposes and intents and shall remain operative initially upto completion of forty (40) years from the Date of Commercial Operation Date of the station and may extended beyond the same on mutually agreed terms and conditions but no later than the operation period.

1. **MISCELLANEOUS PROVISIONS**
	1. **Amendment**

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

* 1. **Severability**

 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.

* 1. **Notices**
1. All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.
2. If to the SHPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

 Address: **[•]**

Attention: **[•]**

Email: **[•]**

Fax. No.: **[•]**

Telephone No.: **[•]**

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

Address: The Chief General Manager (PP)**, GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar, Odisha-751022.**

Attention: **[•]**

Email: **sgm.pp@gridco.co.in**

Fax. No.: **[•]**

Telephone No.: **0674-2545308**

(iv) All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgment of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

(v) 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.

* 1. **Language**

(i) 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.

(ii) 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.

* 1. **Taxes and Duties**

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

(ii) GRIDCO shall be indemnified and held harmless by the SHPD against any claims that may be made against GRIDCO in relation to the matters set out in Clause- 23.5 (i).

(iii) GRIDCO shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SHPD by GRIDCO on behalf of SHPD.

* 1. **Independent Entity**

(i) The SHPD shall be an independent entity performing its obligations pursuant to the Agreement.

(ii) Subject to the provisions of the Agreement, the SHPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SHPD or contractors engaged by the SHPD in connection with the performance of the Agreement shall be under the complete control of the SHPD and shall not be deemed to be employees, representatives, contractors of GRIDCO and nothing contained in the Agreement or in any agreement or contract awarded by the SHPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and GRIDCO. The relationship between the parties is strictly on a “Principal to Principal” basis.

* 1. **Compliance with Law**

 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

* 1. **Breach of Obligations**

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

* 1. **Entire Agreement and Annexures**

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

* 1. **Order of priority in application**

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

1. applicable Law, rules and regulations framed thereunder.
2. the Grid Code; and
3. the terms and conditions of this Agreement.
4. **APPROVAL OF THE AGREEMENT**

This power purchase agreement is subject to the approval of OERC, with or without modification.

IN WITNESS WHEREOF the Parties have executed these parents through their authorized representatives on the date mentioned herein above.

**For and on behalf of GRIDCO**

 Name, Designation and Address

 Signature with seal

 Witness:

1.

2.

 **For and on behalf of**

 **[NAME OF THE DEVELOPER]**

 Name, Designation and Address

 Signature with seal

 Witness:

1.

2.