

DRAFT POWER PURCHASE AGREEMENT (PPA) BETWEEN

(-----.) SOLAR POWER DEVELOPER (SPD)

AND

COCHIN PORT AUTHORITY

FOR

“Implementation of 1.5 MWp Grid connected Floating Solar PV Project at Willingdon Island, Cochin Port Authority, including Operation and Maintenance for 25 years under RESCO model”

This Power Purchase Agreement (PPA) is executed on ____ (date), ____ (month), ____ (year) at Kochi between Authorized Representative of Purchaser i.e. THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F (hereinafter referred to as "**Purchaser/Power Purchaser**") AND M/s ----- (CIN No.-----), a company incorporated under the Companies Act, 1956 having its registered office at -----(hereinafter referred to as "Solar Power Developer (SPD) " which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assignees. The Purchaser and Solar Power Developer are each individually referred to as a "**Party**" and collectively as the "**Parties**".

Whereas :

- A. The Solar Power Developer (hereinafter referred to as '**SPD**') has been selected in the Tariff based Competitive Bidding Process conducted by Cochin Port Authority (herein after referred to as CoPA) for "**Implementation of 1.5 MWp Grid Connected Floating Solar PV Project at Cochin Port Authority, Willingdon Island, including Operation and Maintenance for 25 years under RESCO model**" and for supply of such electricity to the Cochin Port Authority under a Power Purchase Agreement to be entered into between SPD and Purchaser.

SPD is Private Ltd. Company / Public Ltd. Company / Proprietary Firm/

the Lead Partner representing through Joint venture / Consortium registered as Private Ltd. Company / Public Ltd. Company / Proprietary Firm.

- B. CoPA has issued the Letter of Award No. dt. in favour of the SPD for the Site survey, design, development and implementation of the 1.5MWp grid connected Floating Solar Power Project for Cochin Port Authority at Willingdon Island, Cochin, Kerala as per the terms and conditions contained in the RfS, draft 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;
- C. CoPA has agreed to purchase such Solar Power from the SPD as the Purchaser as per the provisions of the RfS. Accordingly, CoPA has agreed to sign this Power Purchase Agreement with the SPD to purchase such power as per the provisions of the RfS;
- D. In terms of the RfS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee for a sum of ₹31,27,500/- (5% of the estimated cost of Rs.6,25,50,000/-) in favour of CoPA as per the format provided as a part of the Bidding Documents.;
- E. The SPD 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 implementation of the grid connected Floating Solar Power Project of 1.5MWp in the Backwaters near CoPA's Walkway Avenue between BOT junction and Kannangatt bridge of Cochin Port Authority at W/Island, Kerala for generation and sale of electricity by the SPD to CoPA.
- F. 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 implementation of the Grid connected Floating Solar Power Project of 1.5MWp in the Backwaters near CoPA's Walkway Avenue between BOT junction and Kannangatt bridge at W/Island, Cochin, Kerala and for generation and supply of electricity by the SPD to CoPA.

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

TABLE OF CONTENTS		
SL. No.	Description	Page No
1	DEFINITIONS AND INTERPRETATION	4-9
2	EFFECTIVE DATE	9-10
3	TERMS AND TERMINATION	10-11
4	CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF THE SYSTEM	11-15
5	SYSTEM OPERATIONS	15-17
6	DELIVERY OF SOLAR POWER	17-20
7	TARIFF AND PAYMENTS	21-23
8	GENERAL COVENANTS	23-26
9	REPRESENTATIONS & WARRANTIES	26
10	TAXES AND GOVERNMENTAL FEES	26-27
11	FORCE MAJEURE	27
12	DEFAULT	27-29
13	LIMITATIONS OF LIABILITY	29
14	ASSIGNMENT & NOVATION	30-32
15	CONFIDENTIALITY	32-33
16	INDEMNITY	33
17	MISCELLANEOUS	33-37
18	Schedule 1 Description of the Premises	38
19	Schedule 2 - Commissioning procedure	39-40
20	Schedule 2 Fees	41
21	Schedule 3 Purchase Value	42
22	Schedule 4 Particulars of the Project	43-44
23	Schedule 5 Government approvals	45
24	Schedule 6 RFP, Schedule 7 Bank Details	46
25	Appendix- A2 Installation Report	47

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

"Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;

"Affiliate" means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means this Power Purchase Agreement, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.

"Appropriate Commission" Unless otherwise stated, Appropriate Commission shall mean KSERC / CERC;

"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 or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof such Governmental Authority.

"Assignment" has the meaning set forth in Section 14.1

"Business Day" means any day other than Sunday or any other day on which banks in

Kerala are required or authorized by Applicable Law to be closed for business:

"Capacity Utilization factor or "CUF" means same meaning as provided in KSERC (Renewable Energy and Net Metering) Regulation 2020 /and KSERC (Renewable Energy and Net Metering) (First Amendment) Regulations 2022 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$;

“**CERC**” means the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;

“**Commissioning**” 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 PPA

“**Commercial Operation Date (COD)**” means the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project or the last part capacity of the Project as the case may be;

“**Consents, Clearances and Permits**” shall mean all authorization, 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.

“**Contracted Capacity**” shall mean **1.5 MW** contracted with CoPA for supply by the SPD to CoPA at the Delivery Point from the Solar Power Project. It shall be equal to the Project Capacity as defined.

“**Delivery Point**” means the point or points at the voltage level of 11 kV at the 110 kV Sub-station of CoPA, including the dedicated transmission line connecting the floating solar power Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPD shall abide by the relevant CERC / KSEERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power charges etc.) as notified by the competent authority / regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the competent authority / regulator from time to time shall be borne by CoPA and shall be recovered from the SPD (as applicable);

“**Dispute**” has the meaning set forth in Section 17.7.2;

“**Disruption Period**” has the meaning set forth in Section 5.3.3.

“**Major or Distribution Licensee (KSEBL)**” means the electric distribution company providing supply to the Cochin Port Authority. Cochin Port Authority is the local minor distribution licensee at W. Island.

“**Due Date**” has the meaning set forth in Section 7.

“**Energy Accounts**” shall mean the energy accounts as specified / issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof.

“**Effective Date**” has the meaning set forth in Section 2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the SPD in accordance with Section 7.1;

"Expiry Date" Shall mean the date occurring twenty-five (25) years from the Scheduled Commissioning Date subject to that the supply of power shall be limited for a period of 25 years from the Scheduled Commissioning Date unless extended by the Parties as per this Agreement;

"Floating Solar Power" shall mean power generated from the Floating Solar Photovoltaic Power Project

"Force Majeure Event" has the meaning set forth in Section 11.1.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.

"Governmental Authority" means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Solar Power Developer-indemnified Parties, as the context requires.

"Insolvency Event" means with respect to a Party, that either such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to perform them.

"Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the SPD at the Premises.

"Interconnection Facilities" shall mean the single Point at the voltage level of 11kV at the 110kV Sub-station of CoPA including the dedicated transmission line connecting the floating solar power Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is

injected into. For interconnection with grid and metering, the SPD shall abide by the relevant CERC / KSERC) Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

"Invoice Date" has the meaning set forth in Section 7.2.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)

"Main Metering System" means all meter(s) and metering devices required in compliance with CEA/ KSERC/ KSEBL provided by the SPD at the Delivery point for measuring and recording the delivery and receipt / export of solar energy.

"Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Solar Power Developer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

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

"Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} \times 1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$.

"Person" means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Power Project" or "Project" shall mean the floating solar power generation facility having single point of injection into the grid at Interconnection/ Delivery/ Metering Point. The Project shall include all units and auxiliaries such as water supply, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to CoPA;

"SPD Default" has the meaning set forth in Section 12.1.

"SPD Indemnified" has the meaning set forth in Section 16.1.

"Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.

"Project Capacity" shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.

"Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.

"Purchase Price" means the fee payable by Power Purchaser to the SPD under the circumstances described in Section 3.2.

"Purchaser Default" has the meaning set forth in Section 12.2.

"Purchaser Indemnified Parties" has the meaning set forth in Section 16.1.

"Representative" has the meaning set forth in Section 15.1.

Scheduled Commencement-of-Supply Date (SCSD): Scheduled Commencement-of-Supply Date (SCSD) in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS (Request for Selection).

"Solar Photo voltaic Project" or "Solar PV Project" shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being setup by the SPD to provide Solar Power to CoPA per the terms and conditions of this Agreement;

"Solar Power" means the supply of electrical energy output from the System.

"Solar Power Payment" has the meaning set forth in Section 7.1.

"System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.

"System Operations" means the Solar Power Developer's operation; maintenance and repair of the System performed in accordance the requirement herein.

"Tariff" means the price per kWh as approved by the KSERC set forth in Schedule 2: Fees hereto.

"Term" has the meaning set forth in Section 3.1

1.2. Interpretation

Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, Clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the

words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications 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:

1. Power Purchase Agreement
2. RfS Documents

2. Effective Date

- 2.1 This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement. This Agreement shall be executed within 60 days from the date of LoA or within one month from approval of PPA by KSERC and such date shall be referred to as the Effective Date, complying with the orders of the Hon'ble Kerala State Electricity Regulatory Commission. The entire Project shall have a single Effective Date of the PPA and single milestones for achieving Financial Closure and Commissioning, irrespective of the configuration of the Packages. (Project can be at single location or may be subdivided into two numbers of "Packages")

No change in the controlling share holding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA.

- 2.2 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 / KSERC (Renewable Energy and Net Metering) Regulations 2020 and Renewable Energy and Net Metering (First amendment) Regulations 2022 as amended from time to time.
- 2.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days from the date of submission of petition to the Appropriate Commission, the Buying Entity shall obtain all requisite approvals including approval of PPA (including adoption of tariff) from Kerala State Electricity Regulatory Commission (KSERC) and on the terms and conditions contained in this Agreement. The Parties agree that in the event, the order of adoption of tariff and the approval of PPA, as mentioned above is not issued by the KSERC within the time specified above, the provisions of Article 2.4 shall apply.
- 2.4 If parties have mutually extended the time period as stipulated under Article 2.1 and

the order from the KSERC is issued within 60 days of submissions before Appropriate Commission, no extension for Financial Closure or **Scheduled Commencement-of-Supply Date (SCSD)** shall be given. However, if KSERC order is obtained after 60 days of submission of the petition, this shall entail a corresponding extension in Scheduled Financial Closure and for equal number of days for which the KSERC order has been delayed beyond such 60 days period.

- 2.5 The SPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the SPD's own cost and risk within 60 days from the Effective Date, unless such completion is affected by any Force Majeure event, or for the activities specifically waived in writing by CoPA.
- 2.6 In case of inability of the SPD to fulfill the conditions specified in Article 2.5 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent and Financial Closure as mentioned in Article 2.1, shall be extended for the period of such Force Majeure event.
- 2.7 Further, it is presumed, the tariff will be adopted by KSERC within 60 days of from date of submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the KSERC beyond 60 (sixty) days, shall entail a corresponding extension in the deadline.

3. TERMS AND TERMINATION

3.1. Term of agreement

- 3.1.1 The term of the Agreement shall commence on the Effective Date and shall continue for a period of twenty-five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement.

3.1.2. Early Termination

This Agreement shall terminate before the Expiry Date if either CoPA or SPD terminates the Agreement, pursuant to Article 12 of this Agreement.

3.1.3 Survival

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 12 (Events of Default and Termination), Article 13 (Liability), Article 16 (Indemnity), 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.

3.2. Purchase Option/ Purchase Obligation

So long as a Purchaser has not committed any default, Purchaser has the option to purchase the System by paying the SPD the Purchase price as approved by the KSERC (Schedule III to this Agreement). To exercise its purchase option, the Purchaser shall,

not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the SPD of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Solar Power Developer, (i) Purchaser shall pay the applicable purchase price to the SPD on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the SPD for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, this agreement shall terminate automatically and the Purchaser shall become the owner of the System. Notwithstanding such termination, the SPD shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3. Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the SPD may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

There has been a material adverse change in the rights of Purchaser to occupy the Premises or the SPD to install the System at the Premises.

The SPD has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under Clause 17.7.

4. CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF THE SYSTEM

- 4.1 a) The SPD will cause the Project "Conduct Site Survey, Design, obtain Statutory Approvals, Engineering, Manufacture, Supply, Storage, Civil work, Erection, obtain CEA approval, Testing & Commissioning of 1.5 MWp Grid Connected Floating Solar PV Project, in the Backwaters near CoPA's Walkway Avenue between BOT junction and Kannangatt bridge at W/Island, Cochin Port Authority, Kerala, Power Transmission to 11kV grid of Port's 110kV substation at Willingdon Island, including Operation & Maintenance (O & M) of the project for a period of 25 (Twenty Five) Years under RESCO Model after Operational Acceptance in accordance with **RfS No -----** and the sanction letter issued by COCHIN PORT AUTHORITY. The SPD shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

b) The SPD shall have the access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

c) It is agreed between the Parties that the SPD shall commission the System with a capacity of **1.5 MWp**.

The project site shall be either a single module of 750 Mtrs long along the canal shore with 20 mtrs width towards water body (Total area 15000 Sqmtr) or 2 segments on both sides of small culvert each having 375 Mtrs long on both sides with 20 metres towards water body and so on.

The SPD may however, set up the cumulative Project capacity at a single location, or he may configure the "Project" as being sub-divided into two numbers of "Packages", being set up at multiple locations as approved by the Cochin Port Authority

d) The SPD shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The SPD shall supply and lay 11 kV cables, supply and install necessary switchgears including VCB panels compatible to interface with SCADA to connect the solar plant to the 11 kV grid of Cochin Port at 110 kV substation with necessary switchgears/ VCB panels, necessary protection relays, monitoring panels, metering arrangement etc., with any modifications of existing 11kV grid for enabling the connectivity. At the 11kV side, the AC output shall be 1.5MWp at standard test conditions, complying with Central Electricity Authority Regulations relating to Technical Standards. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located. The maintenance of power evacuation system up to the designated point as per the applicable terms and conditions shall be the responsibility of the SPD. All costs and charges including but not limited to the losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the SPD.

e) The SPD shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages are caused to the equipment / facilities owned by the Purchaser arising from any act or omission of the Solar Power Developer, the same shall be rectified by the SPD at their cost.

f) The SPD shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Power Purchaser within **5** working days from the date of submission of the drawings. If the Purchaser has any objection/ recommendation in the Shop Drawings, he shall communicate the same to SPD within a period of five (5) working days of the date of submission of the Shop Drawings. Any delay will extend the effective Date and such approval shall not be

unreasonably withheld. Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the SPD agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period from the Effective Date (""). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

- g) If the SPD is unable to commence supply of Solar Power to the Purchaser by the other than for the reasons specified in Section 11 and 12 (Force Majeure or Purchaser Default), the SPD or its contractor shall pay to COCHIN PORT AUTHORITY genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the COCHIN PORT AUTHORITY RfS format as per respective RfS document to this Agreement.

Delay in Commencement of Supply of Power

Delay in commencement of supply of power, beyond the SCSD shall involve penalties on the Generator, as detailed below:

(a).For delay in commencement of supply of power up to 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per-day basis and proportionate to the contracted capacity that has not commenced supply of power.

(b).For delay in commencement of supply of power beyond six months from SCSD, the following shall be applicable:-

(i)The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

(ii)The Generator shall be debarred from participating in bids issued by any Procurer or any Intermediary Procurer for the following period:

a.For one year in case of first default

b. For not less than 2 years and not more than 3 years for second and any subsequent defaults.

h) Acceptance/ Performance Test

Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by Central Electricity Authority / KSERC or an agency identified by the central governmentto carry out testing and certification for the Solar power projects.

i) Third Party Verification

- i. The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to CoPA or a third Party nominated by CoPA for inspection and verification of the works being carried out by the SPD at the site of the Power Project.
- ii. The third party may verify the construction works/operation of the Power Project being carried out by the SPD and if it is found that the construction works/operationof the Power Project is not as per the Standard norms, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of such third party.

- j) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- k) SPD shall fulfill all obligations undertaken by it under this Agreement.
- l) The Cochin Port Authority at its discretion reserves the right to award Repeat order to the successful Bidder / Solar Power Developer to install additional capacity of 25% over and above the present requirement of 1.5 MWp Floating Solar project if the levelised tariff approved by the KSERC and accepted by the Successful Bidder / Solar Power Developer, is found reasonable compared to the Bench mark price for the Kerala Region as may be decided by KSERC and based on the performance of the Solar PV Plant installed by the Solar Power Developer for a period of one year. ie if the Cochin Port wants to install the Additional capacity Grid connected Floating Solar PV Project of a further capacity of 0.375 MWp, the SPD shall carry out the additional capacity plant at the same rates, terms and conditions.

4.2. Approvals and Permits

All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPD. The SPD appointed shall obtain necessary **CRZ clearance for the project from the concerned authorities like NCESS, KCZMA i.e Environmental clearance/Approval from statutory bodies and the Clearance from Pollution Control Board and other statutory bodies if any.** All the expenses for obtaining the statutory clearances shall be borne by the SPD. Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule 5: Government approvals hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3. Synchronization, Commissioning and Commercial Operation

- 4.3.1 The SPD shall give CoPA advanced preliminary written notice and at least thirty (30) days' written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The Solar Power Project may be synchronized by the SPD 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.
- 4.3.2 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of 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.

- 4.3.3 The SPD shall immediately after each synchronization/ tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code under intimation to CoPA. In addition, the SPD will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation.
- 4.3.4 The SPD shall give 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.
- 4.3.5 If the results of such testing indicate that the System is capable of generating electric energy (at full rated kWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the SPD shall send' a Written notice to Purchaser to that effect, and the date of successful conducting such tests.

5. SYSTEM OPERATIONS

5.1. The SPD as Owner and Operator

The System will be legally and beneficially owned by the SPD and will be operated and maintained and, as necessary, repaired by the SPD at its sole cost and expense. Replacement of spare parts if any shall be the responsibility of SPD for the complete period of Agreement. If any repair or maintenance costs incurred by the SPD as a result of Purchaser's breach of its obligations, such costs shall be reimbursed in full by Purchaser.

Lead Partner representing through Joint venture / Consortium meeting the specified Financial Criteria registered as Private Ltd. Company / Public Ltd. Company / Proprietary Firm and any member of Joint Venture / Consortium meeting the specified Technical Criteria registered as Private Ltd. Company / Public Ltd. Company / Proprietary Firm.

SPD shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the SPD in writing. SPD shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by the Purchaser. In the event of a problem with the System, as a result of the Purchaser's actions for which SPD is not responsible as provided in this Agreement, Purchaser may require and pay SPD for diagnosing and correcting the problem at SPD or Solar Power Developer's contractors' standard rates.

No transfer or selling of the plant to the third party is allowed during PPA period without the consent of CoPA and without remittance of necessary fees to CoPA as applicable. If the Project is transferred or sold to a third party during its

tenure after commercial operation, CoPA reserves the full right to operate the Solar plant with the other SPD at its discretion.

5.2. Metering

The SPD shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.

The meter will be read by Solar Power Developer's Personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the SPD shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.

The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Solar Power Developer.

The SPD shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM

The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

The title to the Solar Power supplied by the SPD shall pass to the Purchaser at the Delivery Point.

SPD shall be responsible for transformer etc. "if required" & metering as per respective clause of RFS.

5.3. System Disruptions

- 5.3.1 Availability of premises: Purchaser will provide full access of the site to SPD for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide restricted access of the Premises to SPD for operation and maintenance of solar power plant.
- 5.3.2 Purchaser will not provide/construct any structure within its Premises or around its premises which will cause shades to the solar panels effecting the generation of the energy during the Agreement period.
- 5.3.3 **Repair and other System Disruptions: In the event that (a) the Purchaser repairs the Premises for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission**

of Purchaser or Purchaser's employees, affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the SPD for all work required by the SPD to disassemble or move the System and re-assemble the system after completion of the repair work SPD shall inform about the disruption or outage in System production, for reasons attributable to purchaser in writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6. DELIVERY OF SOLAR POWER

6.1 Purchaser Requirement:

6.1.1 Criteria For Generation

The annual Capacity Utilization Factor of Solar PV project shall be minimum 21% or higher upto 28 % as KSERC per order dated 04/01/2024, fixed for the Floating solar PV projects or as revised by the Kerala State Electricity Regulatory Commission from time to time.

The SPD shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) during the O&M period of 25 years as stipulated by the KSERC Regulations from time to time.

It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI (Global Horizontal Irradiance) and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF of 21% or higher CUF quoted by the SPD or as revised by the Kerala State Electricity Regulatory Commission from time to time, till the end of 25 years from COD (Commercial Operation Date). The annual CUF will be calculated every year from 1st April of the year to 31st March next year. The CUF for the period between COD/commencing date upto 1st April (if any) and 31st March upto final closing date (if any) shall be calculated on pro-rata basis.

6.1.2 Shortfall In Generation

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF declared in the PPA, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation. * Condition clause no. 10.4 of ITB in bid document.

In case the project supplies energy less than the energy corresponding to the minimum CUF, the SPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half

times the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA

6.1.3. OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRID UNAVAILABILITY & BACKDOWN

Generation Compensation for off-take Constraints: Where the procurer does not schedule power on account of unavailability of the Transmission Infrastructure or any other eventuality, the penalty will be in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

6.1.3.(i) Generation Compensation in off take constraints due to Grid Unavailability:

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Generator. In such cases the generation compensation shall be addressed by the Procurer in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	<p><i>Generation Compensation =</i> <i>((Tariff X Solar power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of grid unavailability.</i></p> <p>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

6.1.3(ii) Payment in case of reduced off take: The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by the Procurer, 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 procurer shall pay to the Generator, corresponding to the reduced off take, in terms of following manner:

Reduced Off-take	Provision for Generation Compensation
Reduced off-take beyond 175 hours in a year, as defined in the PPA	<p>Generation Compensation =</p> <p><i>(Tariff x Solar PV power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Offtake</i></p> <p>However in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

For claiming compensation, the generator 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 declared capacity subject to a maximum up to the contracted capacity and the quantum of power scheduled by the procurer.

6.1.3 (iii). Right to Contracted Capacity & Energy/ Penalty Clause for not achieving CUF:

It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associate equipment as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the Global Horizontal Irradiance (GHI) and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual declared CUF till the end of the PPA duration of 25 years. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. The compensation due to shortfall in generation shall be applied to the amount of shortfall in generation during the Contract Year in the following manner

In case the project supplies energy less than the energy corresponding to the minimum CUF, the SPD will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half times the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.

6.1.3(iv) Excess Generation :

In case the energy available is more than the quantum corresponding to maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right to refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, the same may be done at the PPA tariff,

In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.

The scheduling and its punching thereof at different Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) (including the injecting, intervening and buyer SLDCs/ RLDCs) shall be the responsibility of Generator only.

6.1.3(v) Deviation Settlement Mechanism (DSM): For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator end shall be settled by the Solar Power Generator.

6.1.3 (vi) EVENT OF DEFAULT

(a). For delay in commencement of supply of power beyond six months from SCSD, the generator event of default shall be construed to have occurred and consequences shall be in accordance with Clause 13.3 of the Resolution Dtd 28/07/2023 of MoP as amended from time to time as detailed below.

(b). For delay in commencement of supply of power up to 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per-day basis and proportionate to the contracted capacity that has not commenced supply of power.

(c). For delay in commencement of supply of power beyond six months from SCSD, the following shall be applicable:-

(d). The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

(e). In the event the Generator fails to maintain energy supply corresponding to the minimum CUF as declared in the PPA, the Generator shall be in default and the PPA shall be liable to be terminated. Further, the Generator shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated minimum CUF.

(f). In the event that the Generator assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Generator shall pay to the Procurer, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated minimum CUF. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

(g) In addition to the levy of damages as aforesaid, in the event of a default by the Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution provisions provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Generator within the stipulated period, the Procurer may terminate the PPA.

(h). If the procurer is in default on account of reasons including inter alia failure in timely payment of the dues, in accordance with the RfS or repudiation of the PPA, the Generator may terminate the PPA and at its discretion. The defaulting Procurer shall pay to the Generator, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity with the stipulated minimum CUF.

6.2. Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production".

6.3. Suspension of Delivery

SPD shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the SPD shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. However, any preventive maintenance shall be done during the period when plant is not generating to the extent possible.

7. TARIFF AND PAYMENTS

7.1. Consideration: Purchaser shall pay to the SPD a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering Section 5.2. above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The SPD will bill the Purchaser for each kWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in Schedule 2: Fees, the Tariff will be equal to **Rs. ---/kWh** tariff as approved by KSERC. The 'year' Considered shall be the financial year which April 1st to 31st March of every year as per **COCHIN PORT AUTHORITY** Schedule 2: Fees provides a detailed year on year tariff schedule.

7.2. Invoice

The SPD shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall -include production only through the Expiration Date of this Agreement.

The invoice to the purchaser shall include:

The Solar Power calculations for the relevant billing period.
Supporting data, documents and calculations in accordance with this Agreement.

7.3. Time of payment

Purchaser shall pay all amounts due hereunder within 30 days after the date of the receipt of the invoice via email or post ("Due Date").

7.4. Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer only in immediately available funds to the' account designated by the SPD from time to time. All payments made hereunder shall be non- refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.5. Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a late payment charges as per KSERC norms shall be paid by the Purchaser

7.6. Disputed Payments

In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. Disputed bills shall be corrected and settled as per KSERC norms.

7.7. Change in Law

CHANGE IN LAW/ REGULATION

The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time

7.7.1 For the Purpose of this Section 7.7, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the SPD or any income to the Solar Power Developer.

7.7.1.1 The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or

7.7.1.2 A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or

7.7.1.3 The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or

7.7.1.4. A change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or

7.7.1.5 Any introduction of any tax made applicable for supply of power by the SPD as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.

Any benefit arising due to change in above Section 7.7.1.1 to 7.7.1.4 shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Solar Power Developer.

7.7.2 Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Section 7.7, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Section 7.7, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

7.7.3 Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or

The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.

8. GENERAL COVENANTS

8.1. Solar Power Developer's Covenants

The SPD covenants and agrees to the following:

Notice of Damage or Emergency: The SPD shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

System Condition: The SPD shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the SPD shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be a minimum of 75% at the time of inspection for initial Project acceptance. *SPD shall maintain generation so as to achieve annual CUF of 21% or above upto 28 % as quoted in tender or as revised by the Kerala State Electricity Regulatory Commission from time to time, till the end of 25 years from SCSD*

Governmental Approvals: SPD shall obtain all required statutory approvals prior to commencing the project. The surplus energy during any time block shall be exported to KSEB Ltd' Grid. M/s. KSEB Ltd. shall account and pay for the energy exported by the CoPA at the tariff approved / adopted for the 1.5MWp Floating Solar Plant of M/s. CoPA by KSERC. KSEB Ltd., can account such energy against their RPO and CoPA will not be eligible to account the energy against their RPO. While providing the Installation work, solar Power and System Operations, the SPD shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the SPD and to enable the SPD to perform such obligations. The SPD shall obtain the CEA approval for energisation of the solar plant on completion of the solar project.

The interconnection of the floating solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's of CEA/ KSERC. The interconnection of the floating solar system shall be as per the capacity approved by KSERC at 11 kV level

Health and Safety: The SPD shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

8.2. Solar Power Developer's Representatives

During the subsistence of this Agreement, the SPD undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The SPD designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

Name:

Telephone:

Email:

The SPD designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name:

Telephone:

Email:

8.3. Purchaser's Covenants

Purchaser covenants and agrees to the following:

Notice of Damage or Emergency: Purchaser shall (a) promptly notify the SPD if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the SPD once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser commits breach of its obligations under this Clause, it shall immediately notify the SPD in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Solar Power Developer, and shall indemnify the SPD against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.

Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to draw/consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the SPD to obtain such approvals, permits, rebates or other financial incentives.

Access to Premises Grant of License: Purchaser hereby grants to the SPD a license co-terminus with the Term, containing all the rights necessary for the SPD to use portions of the Premises for the installation, operation and maintenance

of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the SPD and its employees and authorized representatives and access to electrical panels and conduits upto delivery point . Interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Solar Power Developer. Power Purchaser will assist in availing permissions to the site.

Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Solar Power Developer. In case of theft or acts of vandalism acts, the Purchaser will assist the SPD in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Solar Power Developer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the SPD to correct the damage. SPD shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System-the SPD shall have access to the Premises and System during the Term of this Agreement, and Purchaser will not interfere or handle any of the Solar Power Developer's equipment or the System without written authorization from the Solar Power Developer.

Temporary storage space during installation: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

Evacuation: Purchaser shall off take 100% of the Solar Power generated from the Delivery Point to grid connectivity with M/s. KSEBL for export of excess solar power and pay all invoices raised by the SPD under this Agreement by the 'Due Date and pay interest on delayed payments, if any, as per KSERC norms

Water: SPD at his own cost shall arrange Raw Water at a given point as per the requirements of the Solar Power Developer, for periodic cleaning of the solar panels

Auxiliary Power: The Purchaser shall provide sufficient auxiliary power to the SPD for the maintenance and operation of its system, if available and possible, at the prevailing rate approved by KSERC.

Relocation: If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The SPD will be responsible for

providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Solar Power Developer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Section 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9. REPRESENTATIONS & WARRANTIES

Representations and Warranties Relating to Agreement Validity In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants to the other that:

It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;

It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.

It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

The Contract shall be interpreted in accordance with the laws of Cochin.

10. TAXES AND GOVERNMENTAL FEES

10.1. Purchaser's obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to Section 7. The SPD shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the SPD in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2. Solar Power Developer's Obligations

The SPD shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The SPD shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11. FORCE MAJEURE

11.1. Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Solar Power Developer.

11.2. Excused Performance

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3. Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Solar Power Developer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12. EVENTS OF DEFAULT AND TERMINATION

12.1. SPD Defaults and Power Purchaser Remedies

SPD Defaults: The following events shall be defaults with respect to the SPD (each, a "SPD Default"):

- (A) An Insolvency Event shall have occurred with respect to the Solar Power Developer;
- (B) Failure to achieve Commissioning of the System within the period as per RFS document; or
- (C) The SPD commits breach of any material term of the Agreement or
- (D) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the-SPD fails to cure the same; or (B) the SPD fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

Purchaser's Remedies:

If a SPD commits Default as described in Section 12.1 has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

Upon the occurrence and continuation of Solar Power Developer's Default and the failure by the SPD to cure such default within the applicable cure period specified in this Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.

Following the issue of Purchaser Preliminary Default Notice, 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 Solar Power Developer's Default having regard to all the circumstances: If the SPD Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The SPD shall have the liability to- make payment within sixty (60) days. from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two years following the termination, considered on normative capacity utilization factor.

If the SPD fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.

The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2. Power Purchaser Defaults and Solar Power Developer's Remedies

Purchaser Default: The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")

An Insolvency Event shall have occurred with respect to Purchaser;

Purchaser commits breach of any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Solar Power Developer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and

Purchaser fails to pay the SPD any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the SPD under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the SPD of such past due amount

Solar Power Developer's Remedies: If a Purchaser commits Default as described in Sections 12.2.1 has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the SPD shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination,

- (a) the SPD shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the SPD shall cause the title of the System to transfer to the Purchaser and
- (b) the SPD may exercise any other remedy it may have at law or equity or under the Agreement.

13. LIMITATIONS OF LIABILITY

Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

Subject to the provisions of the Agreement, the SPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Solar Power Developer, or contractors engaged by the SPD in connection with SPD and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser.

14. ASSIGNMENT & NOVATION

14.1. Assignment

Notwithstanding anything contained herein, the SPD has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the SPD as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the SPD under this agreement, directly to the assignee, upon receipt of such notice by the Solar Power Developer. If the SPD were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the SPD reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Solar Power Developer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the SPD under Section 14.1 and 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2. Novation

The Parties agree and acknowledge that the SPD may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Solar Power Developer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Solar Power Developer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3. Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Solar Power Developer's addressed and contact

details:

Address:

Phone No:

**Purchasers address and contact
details:**

Address: Chief Mechanical Engineer

**COCHIN PORT AUTHORITY, Willingdon Island,
Kochi-682009**

Contact Details:

Email: cme@cochinport.gov.in

Fax. No : 0484 2666639

Phone No :91 04842582300/2351

14.4. Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent by courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. CONFIDENTIALITY

15.1. Confidentiality obligation

If the SPD provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the, design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Solar Power Developer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the SPD and shall be returned to. It after Purchaser's need for it has expired or upon the request of the Solar Power Developer.

If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the SPD or, if in the course of performing under the Agreement or negotiating the Agreement the SPD learns Confidential Information regarding the facilities Or plans of the Purchaser, the SPD shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the SPD may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential. Information shall be informed by the SPD of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The SPD shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Solar Power Developer's need for it has expired or upon the request of the Purchaser.

15.2. Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that;

Becomes publicity available other than through the receiving Party.

Is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement

Is independently developed by the receiving Party; or

Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16. INDEMNITY

16.1. Solar Power Developer's Indemnity

Subject to Section 13, the SPD agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Solar Power Developer's negligence or willful misconduct. The SPD shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

16.2. Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Solar Power Developer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "SPD indemnified Parties") from and against any and all Losses incurred by the SPD Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or cl6mage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any SPD Indemnified Party.

17. Miscellaneous

17.1. Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the SPD and Purchaser.

17.2. Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such

other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

17.3. Industry Standards

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

17.4. Cumulative Remedies

Except as set forth to the contrary herein, any right or remedy of the SPD or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5. No Waiver

The failure of the SPD or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6. Survival

The obligations under Section 8.1 (SPD Covenant), Sections 8.3 (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 14.3 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7. Governing Law & Jurisdiction

17.7.1 This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Ernakulam shall have jurisdiction over any action or proceeding arising under the Agreement.

17.7.2 In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration. Cost of conciliation shall be equally shared by both the parties.

17.7.3 Arbitration Procedure:

Settlement of Dispute:

If any dispute of any kind whatsoever arises between Purchaser and SPD in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given in accordance with this Section, shall be finally settled by arbitration.

17.7.4 In case the Contractor (Solar Power Developer) is a Public Sector Enterprise or a Government Department:

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17.7.5 In All Other Cases

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Purchaser and the SPD shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Section 17.7 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Kochi.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court.

The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

Cost of arbitration shall be equally shared between the SPD and Purchaser.

17.8. Severability

If any term, covenant or condition in the Agreement shall, to an extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced by mutual written understanding to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9. Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the SPD and Purchaser and their respective successors and permitted assigns.

17.10. Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.11. Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties

17.12. Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the SPD under this Agreement to any other person/s, provided the Solar Power Developer's rights under this Agreement are not affected in any manner

17.13. Insurance

The SPD shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the SPD to perform the services required under this Agreement.

Annual accounts reconciliation shall be conducted annually between the SPD and Purchaser.

17.14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

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

Solar Power Developer:

Purchaser:

M/s

M/s

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal:

Seal:

Witness:

Witness:

1. _____ N
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1. _____ Nam
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2. Designation: _____

2. _____ Desi
gnation: _____

Signature:

Signature:

2. Name: _____

2. Name: _____

Designation: _____

Designation: _____

Signature:

Signature:

Schedule 1: Description of the Premises

Sr.No.	Item	Description
1.	Premises Overview	Backwaters Near Copt's Walkway Avenue Between BOT Junction And Kannangatt Bridge At W/Island, Cochin, Kerala
2.	Segment	Floating (Water Body Area)
3.	Hours of Operation	
4.	Security	
5.	Capacity and Area Requirement	15000 sqr mtr.
6.	Capacity	1500 kWp (2X0.75MWp)
7.	Module Area	2x375x2 mtr (PV System)
8.	Capacity	1500 kWp
9.	Distribution	Cochin Port Authority

Schedule-2

Commissioning Procedure

- i) SPDs shall give to the CoPA / RLDC, at least 30 (Thirty) Days advance written notice of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- ii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iii) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Scheduled Commissioning Date. The same shall be verified by the Chief Mechanical Engineer or his representative during their visit to the Project and documented as per prescribed format.

Documents to be submitted to CoPA:

The SPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date. The SPD shall also have to submit the hardcopies to CoPA for verification/ cross check.

1. Invoice(s) of the Major Equipment(s) (including but not limited to modules, floats, anchoring/mooring system, Inverters/ PCUs, Monitoring Stations/ DC Cables and all major electrical equipment).
2. All supporting documents towards meeting the technical compliance, along with datasheet/ warranty certificates/ contract agreement etc.
3. Installation report duly signed by the authorized signatory.
4. Plant Layout clearly mentioning the details of rows and number of modules in each row.
5. CEA report along with all annexures/ attachments.
6. SPD shall ensure Connectivity to the KSEBL's grid during export of solar power.
7. Synchronization Certificate as per prescribed format issued by respective CoPA / KSEBL or ascertaining injection of power into grid.
8. Supporting document for "Consent to Operate"
9. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
10. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
11. After the submission of the documents by SPD, CoPA shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by CoPA the same have to be submitted by the SPD.

12. Only after all the required documents are verified by CoPA, the SPD shall have to submit the proposed commissioning date.
13. SPD shall have to submit the as-built drawing after the commissioning prior to the COD.
14. SPD shall have to push the required plant related data to CoPA designated server in required formats. Additionally, SPD shall also provide the login details/ SCADA login to CoPA for online real time data monitoring.

Note: The commissioning procedure may change subject to any guidelines from CoPA

Schedule 2: Fees

Following are the details of the tariff agreed between the parties:-

Purchaser shall pay power producer for solar power at the rate equal to INR--/kWh

Year wise tariff is as follows;

Year of Operation	Tariff (Rs/kWh)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Year 21	
Year 22	
Year 23	
Year 24	
Year 25	

The fees and payment details are provided in detail under Section 7 of this agreement.

Schedule 3: Purchase Value

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Solar Project is relocated or shifted owing to change of plans or any other reason.

The Price reference taken for calculating the total cost of the system is as per RFS rates for the state of Kerala has used the KSERC guidelines for arriving at the Project cost.

Year of Term	Calendar Year	Purchase Price in (Rs.)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
Year 16		
Year 17		
Year 18		
Year 19		
Year 20		
Year 21		
Year 22		
Year 23		
Year 24		
Year 25		

Schedule 4: Particulars of the Project

	Project	1.5 MWp Solar On-Grid Power Project		
	Location:		W/Island,Kochi	
			Design Criteria	
	Expected Yearly Energy Generation Sheet			
End of Year	Yearly Degradation 'MWh' (Modules & System)	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr ' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly	

Year	Degradation consider in PV system generation data		
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			

Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
Year 21			
Year 22			
Year 23			
Year 24			
Year 25			

Schedule 5: Government approvals

1. To be obtained by the Solar Power Developer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the major distribution utility, Pollution Control Board, CRZ clearance / CEA approval etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with KSEBL or any related organization for grid connectivity.

Schedule 6: RFP

Schedule 7: Bank Details

NAME OF THE BENEFICIARY:

PRINCIPAL PLACE OF BUSINESS & ADDRESS:

NAME OF THE BANK:

BANK ADDRESS: URBAN CENTRE NO -

BANK ACCOUNT NO:

TYPE OF BANK ACCOUNT - SB/CA/CC:

IFSC/NEFT/RTGS CODE:

MICR CODE:

PAN CARD NO:

PHONE NO./FAX NO. WITH STD CODE:

EMAIL ID OF CONTACT PERSON:

INSTALLATION REPORT

(To be provided by SPD and to be submitted at least 10 days prior to Commissioning Date which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (please specify along with capacity of each type)	
II.	Rating of each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs/ Inverters installed	
VIII.	Source of the PCUs/ Inverters (Name of supplier with address)	
IX.	Rating of PCUs/ Inverters	
X.	Date of Installation of Full Capacity (as per Capacity proposed to be Commissioned)	
	PV Arrays	
	PCUs/ Inverters	
	Transformers	

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