

**ANNEXURE**

**Remarks of the Commission incorporated in the draft standard of PPA**

<b>Sl No</b>	<b>Clause No.</b>	<b>Wind power PPA</b>	<b>Minihydel PPA</b>	<b>Co-Generation PPA</b>	<b>Bio-Mass PPA</b>	<b>Remarks</b>
<b>( I )</b>	<b>Definitions</b>					
1	Construction Default	<b>“Construction Default”</b> shall mean default on the part of the Company in the completion of the Project before the Scheduled Date of Completion thereof.	<b>“Construction Default”</b> shall mean any default on the part of the Company in the completion of one or more Units of the Project before the Scheduled Date of Completion thereof or in the construction thereof with equipment substantially inadequate to utilise the full water potential of the Project.	<b>“Construction Default”</b> shall mean default on the part of the Company in the completion of the Project before the Scheduled Date of Completion thereof.	<b>“Construction Default”</b> shall mean default on the part of the Company in the completion of the Project before the Scheduled Date of Completion thereof.	Neither IWPA nor any NCE project developers raised any objection on this definition.

2	Effective date	<p>“Effective Date” means the date on which all the conditions precedent pursuant to Section 2.1 are either satisfied in full or such conditions precedent which are unfulfilled are waived by the Parties and in any case shall not be beyond 3 (three) months from the date of signing of this Agreement.</p>	<p>“<b>Effective Date</b>” means the date on which all the conditions precedent pursuant to Section 2.1 are either satisfied in full or such conditions precedent which are unfulfilled are waived by the Parties and in any case shall not be beyond 3 [three] months from the date of signing of this Agreement.</p>	<p>“<b>Effective Date</b>” means the date on which all the conditions precedent pursuant to Section 2.1 are either satisfied in full or such conditions precedent which are unfulfilled or are waived by the Parties <b>and in any case shall not be beyond 3 (three) months from the date of signing the agreement.</b></p>	<p>“<b>Effective Date</b>” means the date on which all the conditions precedent pursuant to Section 2.1 are either satisfied in full or such conditions precedent which are unfulfilled are waived by the Parties and in any case shall not be beyond 3 (three) months from the date of signing of this agreement.</p>	<p>The correction has been incorporated in the Co-Generation PPA .</p>
3	Financing document	<p>"Financing Documents" mean the agreements and documents between the Company and the Financing Parties relating to the financing of the design, construction, commissioning, operation and maintenance of the Project (which may include asset leasing arrangements).</p>	<p>"<b>Financing Documents</b>" mean the agreements and documents between a Company and the Financing Parties relating to the financing of the design, construction, commissioning, operation and maintenance of the Project (which may include asset leasing arrangements).</p>	<p>"<b>Financing Documents</b>" mean the agreements and documents between a Company and the Financing Parties relating to the financing of the design, construction, commissioning, operation and maintenance of the Project (which may include asset leasing arrangements).</p>	<p>"<b>Financing Documents</b>" mean the agreements and documents between a Company and the Financing Parties relating to the financing of the design, construction, commissioning, operation and maintenance of the Project (which may include asset leasing arrangements).</p>	<p>Uniformity in definition maintained in all the PPAs</p>

4	GOK	<p>"GoK" means the Government of the State of Karnataka <b>an entity existing under the laws of the Republic of India</b> or any agency, legislative body, department political subdivision, authority or instrumentality thereof.</p>	<p><b>"GoK"</b>.means the Government of the State of Karnataka an entity existing under the laws of the Republic of India or any agency, legislative body, department, political subdivision, authority or instrumentality thereof.</p>	<p><b>"GoK"</b> means the Government of the State of Karnataka an entity existing under the laws of the Republic of India or any agency, legislative body, department, political subdivision, authority or instrumentality thereof.</p>	<p><b>"GoK"</b> means the Government of the State of Karnataka an entity existing under the laws of the Republic of India or any agency, legislative body, department, political subdivision, authority or instrumentality thereof.</p>	<p>Uniformity in definition maintained in all the PPAs</p>
5	Law	<p>"Law" means any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.</p>	<p><b>"Law"</b> means any valid legislation, statute, rule, regulation, notification, directive or order issued or promulgated by any Governmental Instrumentality.</p>	<p><b>"Law"</b> means any valid legislation, statute, rule, regulation, notification, directive, or order, issued, or promulgated by any Governmental Instrumentality.</p>	<p><b>"Law"</b> means any valid Act, law, legislation, statute, rule, regulation, notification, directive, or order, issued, or promulgated by any Governmental Instrumentality.</p>	<p>Uniformity in definition maintained in all the PPAs</p>

6	Metering point	<p>“Metering Point” for purposes of recording of Delivered Energy at the Delivery Point and shall include two separate sets of electronic trivector meters, main meter installed by the Company and the check meter installed by the Corporation and both sealed by the Corporation, having facilities to record both export and import of electricity to/from the grid.</p>	<p><b>“Metering Point”</b> for purposes of recording of Delivered Energy at the Delivery Point and shall include two separate sets of electronic trivector meters, main meter installed by the Company and check meter installed by the Corporation and both sealed by Corporation, having, facilities to record both export and import of Electricity to/from the grid.</p>	<p><b>“Metering Point”</b> for the purpose of recording of Delivered Energy at the Delivery Point and shall include two separate sets of electronic trivector meters, main meter installed by the Company and check meter installed by the Corporation and <b>both</b> sealed by Corporation having, facilities to record both export and import of electricity to/from the grid.</p>	<p><b>“Metering Point”</b> for purposes of recording of Delivered Energy at the Delivery Point and shall include two separate sets of electronic trivector meters, main meter installed by the Company and check meter installed by the Corporation and both sealed by Corporation, having, facilities to record both export and import of Electricity to/from the grid.</p>	<p>The word <b>“both”</b> before sealed included in Co-Generation PPA also</p>
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7	O&M default	<p>“O &amp; M Default” shall mean any default on the part of the Company for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.</p>	<p>“O &amp; M Default” shall mean any default on the part of the Company to operate and maintain any of the Units of the Project at all times and with due diligence during the period of availability of water for generation, for a continuous period of 90 days.</p>	<p>“O &amp; M Default” shall mean default on the part of the Company for a continuous period of ninety (90) days to (i) operate and or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times during the period of availability of Fuel for generation.</p>	<p>“O &amp; M Default” shall mean default on the part of the Company for a continuous period of ninety (90) days to (i) operate and (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times during the period of availability of Fuel for generation.</p>	<p>Difference in clauses are appropriate for the category of Project and accepted by the commission.</p>
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8	Project	<p><b>“Project”</b> means a wind mill power station proposed to be established by the Company at .....Village, .....District, in Karnataka State comprising of (.....) Units with an individual installed capacity of ..... kilowatts and a total installed capacity of .....MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to the Corporation at the Delivery Point.</p>	<p><b>“Project”</b> means a hydro-electric power station proposed to be established by the Company across ..... Near..... Village in ..... Taluk, ..... District, Karnataka State comprising of .... Units with individual capacity of ..... kilowatts and a total Installed Capacity of ..... Megawatts and shall include land, buildings, plant machinery, ancillary equipments, material, headrace, tailrace, bye-pass channels, switchgear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to Corporation at the Delivery Point.</p>	<p><b>“Project”</b> means a Cogeneration <b>bagasse</b> based project Power Station proposed to be established by the Company at *****villa ge*****dis trict in Karnataka State comprising of ** Units with an individual capacity of ***** KW and a total installed capacity of ***** KW and shall include land, buildings, plant, machinery, ancillary equipment, material, switchgear, transformers, protection equipment and the like necessary to deliver the Exportable Capacity of the Project to Corporation at the Delivery Point.</p>	<p><b>“Project”</b> means a Biomass Based/Agricultural Residue Based Power Station proposed to be established by the Company at ***** in Karnataka State comprising of ** Units with an individual capacity of *** MW and a total installed capacity of **** MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switchgear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to Corporation at the Delivery Point.</p>	<p>In the Co-Generation PPA the Project means bagasse based project and suitable modification is made in the PPA</p>
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9	Prudent utility Practices	<p><b>“Prudent Utility Practices”</b> means those practices, methods, techniques and standards, <b>as changed from time to time</b> that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally confirmed to the manufacturers' operation and maintenance guidelines.</p>	<p><b>"Prudent Utility Practices"</b> mean those practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.</p>	<p><b>“Prudent Utility Practices”</b> means those practices, methods, techniques and standards, <b>as changed from time to time</b> that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally confirmed to the manufacturers' operation and maintenance guidelines.</p>	<p><b>"Prudent Utility Practices"</b> means those practices, methods, techniques and standards <b>as changed from time to time</b> that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.</p>	<p><b>“as changed from time to time”</b> added in all the PPAs to have uniformity</p>
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10	Receiving station	<p><b>“Receiving Station”</b> shall mean the .....KV electric switching station constructed and maintained by the Company at the .... KV/.... KV sub-station of the Corporation located at....., for the sole purpose of evacuating the Electricity generated by the Project to the Grid System and for facilitating interconnection between the transmission lines emanating from the Project and the Grid System.</p>	This clause is not included	This clause is not included	This clause is not included	In the wind mill PPA reference to 66KV deleted and left blank.
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11	Scheduled date of completion	<p><b>“Scheduled Date of Completion”</b> shall mean the date on which the Project is scheduled to deliver Electricity to Corporation at the Delivery Point after completion of all the required tests, and shall be within one and half years from the date of achievement of Financial Closure.</p>	<p><b>“Scheduled Date of Completion”</b> shall mean the date on which the last Unit of the Project is scheduled to deliver Electricity to Corporation at the Delivery Point after completion of all the required tests, and shall be within Two years from the date of achievement of financial closure.</p>	<p><b>“Scheduled Date of Completion”</b> shall mean the date on which the Project is scheduled to deliver Exportable Capacity of its Electricity to Corporation at the Delivery Point after completion of all the required tests, and shall be within one and half years from the date of Financial Closure.</p>	<p><b>“Scheduled Date of Completion”</b> shall mean the date on which the Project is scheduled to deliver Electricity to Corporation at the Delivery Point after completion of all the required tests, and shall be within one and half years from the date of achievement of Financial Closure.</p>	<p>Differences in clauses are appropriate to the category of project and hence accepted by the commission.</p>
12	Term	<p><b>“Term”</b> means the term of the Agreement as defined in Article 9.1.</p>	<p><b>“Term”</b> means the term of the agreement as defined in Article 9.1.</p>	<p><b>“Term”</b> means the term of the Agreement as defined in Article 9.1</p>	<p><b>"Term"</b> means the term of the Agreement as defined in Article 9.1</p>	<p>This clause is included in MiniHydel PPA also</p>

13	Voltage of delivery	<p><b>“Voltage of Delivery”</b> means the voltage at which the Electricity generated by the Project is required to be delivered to the Corporation and shall be ..... KV.</p>	<p><b>“Voltage of Delivery”</b> means the voltage at which the Electricity generated by the Project is required to be delivered to Corporation and shall be .....KV.</p>	<p><b>“Voltage of Delivery”</b> means the voltage at which the Electricity generated by the Project is required to be delivered to Corporation and shall be **** KV.</p>	<p><b>“Voltage of Delivery”</b> means the voltage at which the Electricity generated by the Project is required to be delivered to Corporation and shall be ***** KV.</p>	<p>In the wind mill PPA reference to 66KV is deleted and left blank</p>
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<b>II</b>	<b>Articles &amp; clauses</b>					
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01	Article 3 Clause no 3.4	Notwithstanding anything contained anywhere else in this Agreement or any other agreement between the Parties, if the Company does not achieve Financial Closure within 3 (three) months from the date of signing of this Agreement or commence construction of the Project before the Scheduled Date of Commencement, <b>other than due to occurrence of force Majeure events or fails to complete the construction within scheduled date of completion</b> this Agreement shall automatically become null and void and Corporation shall stand discharged of all obligations and liabilities. Corporation not, in any way, be liable for any damages for any loss, whatsoever, arising from termination of the agreement.	Notwithstanding anything contained anywhere else in this Agreement or any other agreement between the Parties, if the Company does not achieve Financial Closure within 3 (three) months from the date of signing of this Agreement or commence construction of the Project before the Scheduled Date of Commencement other than due to occurrence of Force Majeure Events or fails to complete the construction within the Scheduled date of Completion this Agreement shall automatically become null and void and Corporation shall stand discharged of all obligations and liabilities. Corporation shall not also in any way, be liable for any damages for any loss, whatsoever, arising from termination of the Agreement.	Notwithstanding anything contained anywhere else in this Agreement or any other agreement between the Parties, if the Company does not achieve Financial Closure within 3 (three) months from the date of signing of this Agreement or commence construction of the Project before the Scheduled Date of Commencement other than due to occurrence of Force Majeure Events or fails to complete the construction within the Scheduled date of Completion this Agreement shall automatically become null and void and Corporation shall stand discharged of all obligations and liabilities. Corporation shall not also in any way, be liable for any damages for any loss, whatsoever, arising from termination of the Agreement.	Notwithstanding anything contained anywhere else in this Agreement or any other agreement between the Parties, if the Company does not achieve Financial Closure within 3 (three) months from the date of signing of this Agreement or commence construction of the Project before the Scheduled Date of Commencement other than due to occurrence of Force Majeure Events or fails to complete the construction within the Scheduled date of Completion this Agreement shall automatically become null and void and Corporation shall stand discharged of all obligations and liabilities. Corporation shall not in any way, be liable for any damages for any loss, whatsoever, arising from termination of the Agreement.	Uniformity in the Clauses maintained in all the PPAs
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02	<p>Article 4 Clause no 4.1(i) (ii) (iii) (vii)</p>	<p>(i) The company shall obtain all statutory approvals, clearances and permits necessary for the Project in addition to those Approvals as listed in Schedule 4.</p> <p>(ii)The Company shall construct the Project including the Interconnection Facilities and the Substation.</p> <p>(iii)The Company shall achieve Scheduled Date of Completion within one and half years from the <b>financial closure</b>.</p> <p>(vii)The Company shall undertake at its own cost maintenance of the Interconnection Facilities and the Receiving Station, excluding the transmission line beyond the Receiving Station as per the specifications and requirements of Corporation, as notified to the Company, in accordance with Prudent Utility Practices. The transmission line so constructed shall remain as dedicated transmission line without provision for any tappings.</p>	<p>(i) The company shall obtain all statutory approvals, clearances and permits necessary for the Project <b>in addition to those approvals as listed in schedule 4.</b></p> <p>(ii)The Company shall construct the Project including the interconnection facilities.</p> <p>(iii)The Company shall achieve Schedule Date of Completion within Two years from the date of financial closure.</p> <p>(vii)The Company shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line as per the specifications and requirements of Corporation, as notified to the Company, in accordance with Prudent Utility Practices. The transmission lines so constructed shall remain as dedicated transmission line with out provisions for any tappings.</p>	<p>(i)The company shall obtain all statutory approvals, clearances and permits necessary for the Project in addition to those Approvals as listed in Schedule 4.</p> <p>(ii)The Company shall construct the Project including the Interconnection Facilities.</p> <p>(iii)The Company shall achieve Scheduled Date of Completion within one and half years from the date of Financial Closure.</p> <p>(vii)The Company shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line as per the specifications and requirements of Corporation, as notified to the Company, in accordance with Prudent Utility Practices. The transmission line so constructed shall remain as dedicated transmission line without provision for any tappings.</p>	<p>(i)The company shall obtain all statutory approvals, clearances and permits necessary for the Project in addition to those Approvals as listed in Schedule 4.</p> <p>(ii)The Company shall construct the Project including the Interconnection Facilities.</p> <p>(iii)The Company shall achieve Scheduled Date of Completion within one and half years from the date of Financial Closure.</p> <p>(vii)The Company shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line as per the specifications and requirements of Corporation, as notified to the Company, in accordance with Prudent Utility Practices. The transmission line so constructed shall remain as dedicated transmission line without provision for any tappings.</p>	<p>Uniformity of clause in all the PPAs maintained</p> <p>Uniformity of clause in all the PPAs maintained</p> <p>Differences in clauses are appropriate to the category of project and hence accepted by the commission.</p>
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03	Article 6 Clause 6.2	<b>Payment:</b> Corporation shall make payment of the amounts due in Indian Rupees within fifteen (15) days from the date of receipt of the Tariff Invoice by the designated office of the Corporation.	<b>Payment:</b> Corporation shall make payment of the amounts due in Indian Rupees within fifteen (15) days from the date of <b>receipt</b> of the Tariff Invoice by the designated office of Corporation.	<b>Payment:</b> Corporation shall make payment of the amounts due in Indian Rupees within fifteen (15) days from the date of receipt of the Tariff Invoice by the designated office of Corporation.	<b>Payment:</b> Corporation shall make payment of the amounts due in Indian Rupees within fifteen (15) days from the date of <b>receipt</b> of the Tariff Invoice by the designated office of Corporation.	Uniformity of clause in all the PPAs maintained
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04	Clause 6.4	<p><b>Disputes:</b> In the event of a dispute as to the amount of any Tariff Invoice, Corporation shall notify the Company of the amount in dispute and Corporation shall pay the Company the total Tariff Invoice including the disputed amount. The Parties shall discuss within a week from the date on which Corporation notifies the company of the amount in dispute and try and settle the dispute amicably. If the dispute is not settled during such discussion then the payment made by Corporation shall be considered as a payment under protest. Upon resolution of the dispute, in case the Company is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI medium term lending rate per annum for the period it retained the additional amount. Corporation/Company shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of one year from the date of the Tariff Invoice is due and payable.</p>	<p><b>Disputes:</b> In the event of a dispute as to the amount of any tariff invoice, Corporation shall notify the Company of the amount in dispute and Corporation shall pay the Company the total tariff invoice including the disputed amount. The Parties shall discuss within a week from the date on which Corporation notifies the company of the amount in dispute and trying and settle the dispute amicably. If the dispute is not settled during such discussion then the payment made by Corporation shall be considered as a payment under protest. Upon resolution of the dispute, in case the Company is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI medium term Lending rate per annum for the period it retained the additional amount.</p> <p><b>Corporation/Company shall not have the right to challenge any tariff invoice or to bring any court or administrative action of any kind questioning/modifying a tariff invoice after a period of One year from</b></p>	<p><b>Disputes:</b> In the event of a dispute as to the amount of any Tariff Invoice, Corporation shall notify the Company of the amount in dispute and Corporation shall pay the Company the total Tariff Invoice including the disputed amount. The Parties shall discuss within a week from the date on which Corporation notifies the Company of the amount in dispute and try and settle the dispute amicably. If the dispute is not settled during such discussion then the payment made by Corporation shall be considered as a payment under protest. Upon resolution of the dispute, in case the Company is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI medium term lending rate per annum for the period it retained the additional amount. Corporation /Company shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of one year from the date the Tariff Invoice is due and payable.</p>	<p><b>Disputes:</b> In the event of a dispute as to the amount of any Tariff Invoice, Corporation shall notify the Company of the amount in dispute and Corporation shall pay the Company the total Tariff Invoice including the disputed amount. The Parties shall discuss within a week from the date on which Corporation notifies the Company of the amount in dispute and try and settle the dispute amicably. If the dispute is not settled during such discussion then the payment made by Corporation shall be considered as a payment under protest. Upon resolution of the dispute, in case the Company is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI medium term Lending rate per annum for the period it retained the additional amount. Corporation /Company shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of one year from the date the Tariff Invoice is due and payable.</p>	Uniformity of clause in all the PPAs maintained
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05	Clause 6.5(iii)	(iii)The amount of the Letter of Credit shall be equal to one month's projected payments payable by the corporation based on the average of annual generation.	(iii)The amount of the Letter of Credit shall be equal to one month's projected payments payable by the Corporation based on the average of the annual generation.	(iii)The amount of the Letter of Credit shall be equal to one month's projected payments payable by the Corporation based on the average of the annual generation.	(iii)The amount of the Letter of Credit shall be equal to one month's projected payments payable by the Corporation based on the average of annual generation.	Uniformity of clause in all the PPAs maintained
06	Clause 6.5(v)	(v)The Company shall allow a rebate of 1.8% of the Tariff Invoice or actual expenditure/charges for the LC account incurred, whichever is higher, and the same shall be deducted from the monthly Tariff Invoice payable to the Company.	(v)The Company shall allow a rebate of 1.8% of the Tariff Invoice amount or actual expenditure/charges for the LC account incurred, which ever is higher, and the same shall be deducted from the monthly Tariff Invoice payable to the Company.	(v)The Company shall allow a rebate of 1.8% of the Tariff Invoice amount or actual expenditure/charges for the LC account incurred, which ever is higher, and the same shall be deducted from the monthly Tariff Invoice payable to the Company.	(v)The Company shall allow a rebate of 1.8% of the Tariff Invoice or actual expenditure/charges for the LC account incurred, whichever is higher, and the same shall be deducted from the monthly Tariff Invoice payable to the Company.	In the Mini hydel,Co-gen and Windmill PPAs the word <b>lower</b> is replaced by <b>higher</b>



07	Article 7 Clause 7.1	<b>Metering:</b> The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Receiving Station. The electricity generated by the Project shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.	<b>Metering:</b> The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the project site	<b>Metering:</b> The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.	<b>Metering:</b> The Delivered Energy shall be metered by the Parties at the high voltage side of the step up transformer installed at the Project Site.	The difference in clause is appropriate to wind Mill projects and accepted by the commission.
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08	Clause 7.3	<p><b>Meter Readings:</b> The monthly meter readings (both main and check meters) at the Project Site and the Receiving Station shall be taken simultaneously and jointly by the Parties on the first day of the following month at 12 Noon. The recorded metering data shall be downloaded through meter recording instrument. At the conclusion of each meter reading an appointed representative of the Corporation and the Company shall sign a document indicating the number of kilowatt-hours indicated by the meter. The Company shall pay to the Corporation, charges, as notified by the Corporation from time to time, to read, record and calibrate each additional energy meter installed by the Company other than the bulk energy meter, for the purpose of determination of the losses in the transmission lines constructed and maintained by the</p>	<p><b>Meter Readings:</b> The monthly meter readings (both main and check meters) shall be taken jointly by the Parties on the first day of the following month at 12 Noon. At the conclusion of each meter reading an appointed representative of Corporation and the Company shall sign a document indicating the number of kilowatt-hours indicated by the meter.</p>	<p><b>Meter Readings:</b> The monthly meter readings (both main and check meters) shall be taken jointly by the Parties on the first day of the following month at 12 Noon. At the conclusion of each meter reading an appointed representative of Corporation and the Company shall sign a document indicating the number of kilowatt-hours indicated by the meter.</p>	<p><b>Meter Readings:</b> The monthly meter readings (both main and check meters) shall be taken jointly by the Parties on the first day of the following month at 12 Noon. At the conclusion of each meter reading an appointed representative of Corporation and the Company shall sign a document indicating the number of kilowatt-hours indicated by the meter.</p>	<p>The difference in clause is appropriate to wind Mill projects and accepted by the commission.</p>
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09	Clause 7.5	<p><b>Meter Test Checking:</b> All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by the Corporation at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.</p>	<p><b>Meter Test Checking:</b> All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable <b>standard</b> meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by Corporation at its own cost and expenses and tested and certified atleast once every year against accepted laboratory standard meter in accordance with the Electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.</p>	<p><b>Meter Test checking:</b> All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by Corporation at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.</p>	<p><b>Meter Test checking:</b> All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter which shall be of an accuracy class of 0.1%. The portable standard meter shall be owned by Corporation at its own cost and expense and tested and certified at least once every year against an accepted laboratory standard meter in accordance with electricity standards. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2% accuracy class. The consumption registered by the main meters alone will hold good for the purpose of billing as long as the error in the main meter is within the permissible limits.</p>	Uniformity of clause in all the PPAs maintained
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10	Clause 7.6	<p><b>Interconnection and Metering Facilities:</b> The Company shall provide dedicated core for the check metering. <b>Both the main meter and the check meter shall be installed nearest to the PT in outdoor yard and shall be housed in a suitable weather proof cubicle.</b></p>	<p><b>Interconnection and Metering Facilities:</b> The Company shall provide dedicated core for the check metering. Both the main meter and the check meter shall be installed nearest to the <b>PT</b> in the outdoor yard and shall be housed in a suitable weatherproof cubicle.</p>	<p><b>Interconnection and Metering Facilities:</b> The Company shall provide dedicated core for the check metering. Both the main meter and the check meter shall be installed nearest to the <b>PT</b> in the outdoor yard and shall be housed in a suitable weatherproof cubicle.</p>	<p><b>Interconnection and Metering Facilities:</b> The Company shall provide dedicated core for the check metering. Both the main meter and the check meter shall be installed nearest to the <b>PT</b> in the outdoor yard and shall be housed in a suitable weatherproof cubicle.</p>	Uniformity of clause in all the PPAs maintained
11	Article 8 Clause 8.1(a) (v)	<p>Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Company or Corporation of any Law or any of their respective obligations under this Agreement);</p>	<p>Any requirement, action, omission to act pursuant to any <b>judgement or order of any court</b> or judicial authority in India, (provided such requirement, action or omission to act is not due to the breach by the Company <b>or Corporation</b> of any Law or any of their respective obligations under this Agreement);</p>	<p>Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India.,(provided such requirement, action or omission to act is not due to the breach by the Company or Corporation of any Law or any of their respective obligations under this Agreement);</p>	<p>Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India.,(provided such requirement, action or omission to act is not due to the breach by the Company or Corporation of any Law or any of their respective obligations under this Agreement);</p>	Uniformity of clause in all the PPAs maintained

12	Clause 8.1 (a) (xiii) & (xiv)	(xiii)Breakdown of the Project equipment;	(xiii)Breach of canal supplying water to the generating plant	(xiii)Break-down of sugar plant equipment; (xiv)non-availability of sugar cane;	(xiii)Break-down of Project equipment ; (xiv)Non availability of Low Density Agricultural Residue such as Sugar cane leaves, Rice husk etc;	The clauses are appropriate to the category of PPAs and accepted by the commission.
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13	Article 9 Clause 9.1	<p><b>Term of the Agreement:</b> This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of twenty (20) years from the Commercial Operation Date and may be renewed for such further period of ten (10) years and such terms and conditions as may be mutually agreed upon between the Parties, ninety (90) days prior to the expiry of the said period of twenty (20) years.</p>	<p><b>Term of the Agreement :</b> This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of twenty (20) years from the <b>Commercial Operation Date</b> and may be renewed for such further period of ten (10) years and on such terms and conditions as may be mutually agreed upon between the Parties, ninety (90) days prior to the expiry of the said period of twenty (20) years.</p>	<p><b>Term of the Agreement:</b> This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of twenty (20) years from the <b>Commercial Operation Date</b> and may be renewed for such further period of ten (10) years and on such terms and conditions as may be mutually agreed upon between the Parties, ninety (90) days prior to the expiry of the said period of twenty (20) years.</p>	<p><b>Term of the Agreement:</b> This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of twenty (20) years from the <b>Commercial Operation Date</b> and may be renewed for such further period of ten (10) years and on such terms and conditions as may be mutually agreed upon between the Parties, ninety (90) days prior to the expiry of the said period of twenty (20) years.</p>	Uniformity of clause in all the PPAs maintained
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14	Clause 9.2.2(b)	<p>In the event of any payment default by the Corporation for a continuous period of three months, the Company shall be permitted to sell Electricity to third parties by entering into a Wheeling agreement with the Corporation for which it shall pay transmission and any other charges to the Corporation at the rates applicable from time to time as approved by the Commission.</p>	<p>In the event of any payment default by the Corporation for a continuous period of three months, the Company shall be permitted to sell Electricity to third parties by entering into a wheeling Agreement with the Corporation for which it shall pay transmission and other charges to the Corporation at the rates applicable from time to time and as approved by the Commission.</p>	<p>In the event of any payment default by the Corporation for a continuous period of three months, the company shall be permitted to sell Electricity to third parties by entering into a Wheeling Agreement with the Corporation for which it shall pay transmission and any other charges to the Corporation at the rates applicable from time to time and as approved by the Commission.</p>	<p>In the event of any payment default by the Corporation for a continuous period of three months, the Company shall be permitted to sell Electricity to third parties by entering into a wheeling Agreement with the Corporation for which it shall pay transmission and other charges to the Corporation at the rates applicable from time to time and as approved by the Commission.</p>	<p>In the PPAs of Mini-Hydel and Bio-mass the words <b>through the grid system</b> is deleted.</p>
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15	Clause 9.3.1	<p><b>Termination for Company's Default:</b> Upon the occurrence of an event of default as set out in sub-clause 9.2.1 above, Corporation may deliver a Default Notice to the Company in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Company to remedy the same.</p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, Corporation may deliver a Termination Notice to the Company, Corporation may terminate this Agreement by delivering such a Termination Notice to the Company and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Corporation shall stand discharged of all its obligations. However, all payment obligations as per the Article 5 prior to the date of termination of the Agreement shall be met by the Parties.</p> <p>Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Corporation and the Company to remedy, Corporation shall render all reasonable co-operation to enable the Event of Default to be remedied.</p>	<p><b>Termination for Company's Default:</b> Upon the occurrence of an event of default as set out in sub-clause 9.2.1 above, Corporation may deliver a Default Notice to the Company in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Company to remedy the same.</p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, Corporation may deliver a Termination Notice to the Company, Corporation may terminate this Agreement by delivering such a Termination Notice to the Company and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Corporation shall stand discharged of all its obligations. However all payment obligations as per the Article 5 prior to the date of termination of the Agreement shall be met by the Parties.</p> <p>Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Corporation and the Company to remedy, Corporation shall render all reasonable co-operation to</p>	<p><b>Termination for Company's Default:</b> Upon the occurrence of an event of default as set out in sub-clause 9.2.1 above, Corporation may deliver a Default Notice to the Company in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Company to remedy the same.</p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, Corporation may deliver a Termination Notice to the Company, Corporation may terminate this Agreement by delivering such a Termination Notice to the Company and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Corporation shall discharged of all its obligations. However all payment obligations as per the Article 5 prior to the date of termination of the Agreement shall be met by the Parties.</p> <p>Where a Default Notice has been issued with respect to an event of Default, which requires the co-operation of both Corporation and the Company to remedy, Corporation shall render all reasonable co-operation to enable the Event of Default to be remedied.</p>	<p><b>Termination for Company's Default:</b> Upon the occurrence of an event of default as set out in sub-clause 9.2.1 above, Corporation may deliver a Default Notice to the Company in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Company to remedy the same.</p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, Corporation may deliver a Termination Notice to the Company, Corporation may terminate this Agreement by delivering such a Termination Notice to the Company and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Corporation shall stand discharged of all its obligations. However all payment obligations as per the Article 5 prior to the date of termination of the Agreement shall be met by the Parties.</p> <p>Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Corporation and the Company to remedy, Corporation shall render all reasonable co-operation to enable the Event of Default to be remedied.</p>	Uniformity of the clause in all PPAs maintained
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16	Clause 9.3.2	<p><b>Termination for Corporation's Default:</b> Upon the occurrence of an Event of Default as set out in sub-clause 9.2.2 above, the Company may deliver a Default Notice to Corporation in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon Corporation to remedy the same.</p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the Default Notice has been remedied, Company may deliver a Termination Notice to the Corporation. Company may terminate this Agreement by delivering such a Termination Notice to Corporation and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Company shall stand discharged of all its obligations.</p> <p>Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Company and</p>	<p><b>Termination for Corporation's Default:</b> <b>Upon the occurrence of an event of default as set out in sub-clause 9.2.2 above, Company may deliver a Default Notice to the Corporation in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Corporation to remedy the same.</b></p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the Default Notice has been remedied, Company may deliver a Termination Notice to Corporation. Company may terminate this Agreement by delivering such a Termination Notice to Corporation and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Company shall stand discharged of its obligations.</p> <p>Where a Default Notice has been issued with respect to an Event of</p>	<p>Termination for Corporation's Default: <b>Upon the occurrence of an Event of Default as set out in sub-clause 9.2.2 above, the Company may deliver a Default Notice to Corporation in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon Corporation to remedy the same.</b></p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the Default Notice has been remedied, Company may deliver a Termination Notice to Corporation. Company may terminate this Agreement by delivering such a Termination Notice to Corporation and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Company shall stand discharged of its obligations.</p> <p>Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Company and Corporation, to remedy, Company shall render all</p>	<p>Termination for Corporation's Default: <b>Upon the occurrence of an Event of Default as set out in sub-clause 9.2.2 above, the Company may deliver a Default Notice to Corporation in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon Corporation to remedy the same.</b></p> <p>At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the Default Notice has been remedied, Company may deliver a Termination Notice to Corporation. Company may terminate this Agreement by delivering such a Termination Notice to Corporation and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Company shall stand discharged of its obligations.</p> <p>Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Company and Corporation, to remedy, Company shall render all reasonable co-operation to enable the Event of Default</p>	<p>In mini-hydel PPA appropriate correction incorporated</p> <p>Uniformity of the clause in all PPAs maintained</p>
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17	Article 12 Clause 12.8	<b>Amendments:</b> This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, Corporation may consider any amendment or change that the Lenders may require to be made to this Agreement.	<b>Amendments:</b> This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, Corporation may consider to any amendment or change that the Lenders may require to be made to this Agreement.	<b>Amendments:</b> This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, Corporation may consider any amendment or change that the lenders may require to be made to this Agreement.	<b>Amendments:</b> This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, Corporation may consider any amendment or change that the Lenders may require to be made to this Agreement.	Uniformity of the clause in all PPAs maintained
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18	Clause 12.10	<p><b>Entire Agreement, Appendices:</b> This Agreement constitutes the entire agreement between Corporation and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.</p> <p>In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit</p>	<p><b>Entire Agreement, Appendices:</b> This Agreement constitutes the entire agreement between Corporation and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this agreement, <b>except the same may be made part of this agreement in accordance with its terms, including the terms of any appendices, attachments or exhibits.</b> The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.</p> <p>In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one Appendix, Attachment, or</p>	<p><b>Entire Agreement, Appendices:</b> This Agreement constitutes the entire agreement between Corporation and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.</p> <p>In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit Corporation and the Company shall consult to resolve the inconsistency.</p>	<p><b>Entire Agreement, Appendices:</b> This Agreement constitutes the entire agreement between Corporation and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.</p> <p>In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit Corporation and the</p>	
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## **Comments on the observations of the commission on the other technical points to be examined.**

### **01.Frequency limits – Clarification sought by the commission on the range of frequency between 47.5Hz to 51.5Hz as indicated in schedule 2 of draft standard PPAs.**

**Comments of the Corporation:** The range of frequency as fixed in Schedule-2 is based on the past history of grid behavior. Although the UI charges are abnormal for the variation of frequency beyond 49.02Hz and 50.5Hz, since the term of the PPA is for 20 years, most extremities of frequency variations have been considered and set at 47.5Hz and 51.5Hz. Also, the above frequency limits are to be considered for design parameter of the equipments since the operating range of frequency is taken care by either relays or monitored due to UI charges but the connected equipments will have to work for a shorter period at the above frequency limits.

### **02.The commission observed that there is no definition on ‘system constraints’ and on ‘Corporation’s electrical system’.**

**It is proposed to be defined as follows.**

**System constraint** means a condition or situation under which the Corporation’s electrical system is not able to evacuate and transmit the generated energy fully or partly due to unforeseen break down of the system which includes the condition of ‘emergency’.

**Corporation’s electrical system** means, which includes the Corporation’s power transmission lines, Transformers, Circuit Breakers, CTs, PTs, relays, Towers, Structures and associated equipments involved in the transmission of Electrical energy.

**03. The commission opined that the term ‘grid system’ may be changed to ‘Evacuation system’ in the definition of ‘Emergency’.**

**Comments of the Corporation:** Evacuation system is connecting to the grid system. The energy so evacuated shall reach the destination through the grid. Condition of emergency either in evacuation system or the grid system that is used for transmitting the energy to the destination will affect the off take of the power from the generating point.. Hence the term ‘**grid system**’ holds good.

**04. Carbon Credit – The commission directed to delete clause 4.1(x), 4.1(xi) pertaining to the benefits accruing on account of Carbon Credit.**

**Comments of the Corporation:** KPTCL has filed a review petition before KERC for orders. Pending decision of the commission this clause can be retained.





