



सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Solar Energy Corporation of India Ltd.
(A Government of India Enterprise)

स्वच्छ भारत - स्वच्छ ऊर्जा



SECI/PT/SPD/2020/1

March 28, 2020

To

As per list enclosed

Sub: Notice No.485/UPPCL/PPA/PLNG dated 27.03.2020 -Force Majeure event notification - Power Purchase Agreement- Regarding order issued by State and Central Government for containment of outbreak of COVID-19 Epidemic in the Country received from Uttar Pradesh Power Corporation Limited

Dear Sir,

1. We are in receipt of the above Notice dated 27.03.2020 from Uttar Pradesh Power Corporation Limited (**UPPCL**), inter-alia, notifying the above event as affecting the performance of the obligations of UPPCL under the Power Purchase Agreement- Power Sale Agreement (**PSA**) executed between UPPCL and Solar Energy Corporation of India Limited (**SECI**) and stating that there shall be no cause of action for breach or liability on UPPCL as a consequence of the above Force Majeure event. It has been further stated that, UPPCL, is unable to determine as to how long the Force Majeure event pleaded by them will continue. A copy of the Notice dated 27.03.2020 of UPPCL is enclosed herewith for your information and record.
2. SECI has entered into a Power Purchase Agreement (**PPA**) with you (**Project Developer**) for procurement of the power generated from your project for resale to UPPCL under the PSA on a back to back basis. The performance of

the obligation under the PPA between SECI and the Project Developer is dependent on the due performance of the obligation of the buying utility, in the present case, UPPCL, as per the terms of the PSA entered into by SECI with them.

3. Article 11.3 of the PPA specifically provides as under:

11.3 Force Majeure

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

.....

d) An event of Force Majeure identified under SECI-Buying Utility PSA, thereby affecting delivery of power from SPD to Buying Utility.

4. In terms of the above and in terms of Article 11.5 dealing with Notification of Force Majeure Event, we hereby give you notice of the existence of Force Majeure as claimed by UPPCL and the consequences of the Force Majeure event claimed by UPPCL in the notice dated 27.03.2020 shall apply mutatis mutandis to the PPA entered into between SECI and you (Project Developer).
5. Accordingly, this Notice read with the letter dated 27.03.2020 of UPPCL (enclosed herewith) be read as a Notice of Force Majeure under Article 11.5 of the PPA.



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This Notice is being issued without prejudice to the other rights and contentions of SECI qua the Project Developer and also qua the UPPCL and other buying entities.

6. Without prejudice to the above, SECI is also taking up the matter with UPPCL on the aspect that non-payment of the amount for the electricity supplied by the Project Developer and utilized by UPPCL cannot be claimed as force majeure under the PSA read with the relevant PPA and the remedies on account of Covid-19 is restricted to the relief measures, as notified by the Government of India for the Power Sector including the Notification dated 28.03.2020. A copy of the said notification is attached hereto for ready reference. A copy of the reply letter dated 28.03.2020 sent by SECI to UPPCL in regard to the Notice dated 28.03.2020 of UPPCL is also enclosed for your reference.

Yours faithfully,

(Anil Yadav)
Deputy Manager

Enclosures:

1. Notice No.485/UPPCL/PPA/PLNG dated 27.03.2020 of UPPCL
2. Notification dated 28.03.2020 of the Government of India
3. Reply dated 28.03.2020 of SECI to notice No.485/UPPCL/PPA/PLNG dated 27.03.2020 of UPPCL



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1. M/s Azure Power India Pvt Ltd. and M/s Azure Power Venus Pvt. LTD.
3rd Floor, Asset 301-304 and 307
Wordmark 3, Aerocity
New Delhi-110037
2. M/s ReNew Solar Power Pvt. Ltd., ReNew Power Ventures Pvt. Ltd.
138, Ansal Chambers II, Bikaji Kama Palace
New Dehi-110066
3. M/s Clean Solar Power (Bahadla) Pvt. Ltd.
Plot no-102, First Floor, Okhla Industrial Estate, Phase III
New Delhi-110020
4. M/s SB Energy Four Pvt. Ltd.
5th Floor, Wordmark-2, Asset Area-8
Hospitality District, Aerocity, NH-8
Delhi-110037
5. M/s Enviro Solaire Pvt. Ltd.
Office No. 203, Pantogan Tower-3
Magarpatta City, Hadaspar
Pune-411013 (Maharashtra)
6. M/s UP Koraun Urja Pvt. Ltd., UP Mehrauni-I Urja Pvt. Ltd.
M/s UP Mehrauni-II Urja Pvt. Ltd., M/s UP Sarila Urja Pvt. Ltd.
513/A, 5TH Floor, Kohinoor City, Kilor Road, Kurla (w)
Mumbai-400070
7. M/s Rattanindia Solar Ltd.
328-329, "G" Wing, Kanakia Zillion
LBS Road, bkc Annex, Kurla (W)
Mumbai-400070

Regd. Office : 1st Floor, PRIUS Platinum, D-3, District Center, Saket, New Delhi-110017

Phone : (011) 71989200, Email : corporate@seci.co.in, Website: www.seci.co.in

CIN : U40106DL2011GOI225263



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