



BUSINESS RULES OF POWER EXCHANGE INDIA LIMITED

These rules and the bye-laws, including the business rules have been approved by the Central Electricity Regulatory Commission. However, as observed by the Commission, notwithstanding the approval of the rules and bye-laws by the Commission, the persons enrolling themselves as Members or clients of the power Exchange or transacting trade on the power Exchange shall do so after satisfying themselves of all the commercial aspects including the fees and charges leviable under the rules and bye-laws, uninfluenced by the fact that the Commission has approved them since these are the matters exclusively between the parties

PHYSICAL MARKET SEGMENT – BUSINESS RULES

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1. MEMBERSHIP

1.1. Categories of Members

The Exchange shall have following categories of Members:

1.1.1. Trading and Self Clearing Member (TSCM):

TSCM shall be the Members admitted as such by the Exchange who shall be entitled to trade on Exchange on their own account and shall also be bound to clear and settle all such trade done by them unless responsibility to clear and settle is expressly accepted by a Trading cum Clearing Member in the manner Prescribed by the Relevant Authority and with the prior approval of the Relevant Authority.

1.1.2. Trading cum Clearing Member (TCM):

TCM shall be the Members admitted as such by the Exchange who shall be entitled to trade on Exchange on behalf of their Clients or on their own account and shall also be bound to clear and settle all such trades done by them unless responsibility to clear and settle is expressly accepted by another Clearing member in the manner Prescribed by the Relevant Authority and with the prior approval of the Relevant Authority.

1.1.3. Advisory Member (AM):

AM shall be the Members admitted as such by the Exchange who shall be entitled to provide Support Services which will include all services as permitted to be provided by such member and as explained in regulation 26 (i) (c) under the topic 'Membership in Power Exchange' in the Power Market Regulations 2010, and as amended from time to time which currently reads as under:

"Member who is neither an Electricity Trader nor distribution licensee including deemed distribution licensee nor a grid connected entity can only provide the following services to its clients:-

- (a) IT infrastructure for bidding on electronic Exchange platform or skilled personnel
- (b) Advisory services related to power prices and the follow on bidding strategy (e.g. weather related information, demand supply position etc)

(c) Facilitation of procedures on behalf of his client for delivery of power (e.g. State Load Despatch Centre standing clearances, coordination with National Load Despatch Centre etc)

In no case, such a member shall provide any credit or financing or working capital facility to their clients."

- 1.2.** The rights and privileges of a Member shall be subject to the Rules and Bye Laws of the Exchange.
- 1.3.** All Members of the Exchange shall have to register themselves with the Exchange prior to commencing operations on the Exchange.
- 1.4.** The Relevant Authority may define other categories of Members and may specify different norms including eligibility, admission and cessation of membership.
- 1.5.** The Relevant Authority may specify pre-requisites, conditions, formats and procedures for application for admission, termination, re-admission, etc. of different categories of Members and eligibility criteria for Trading / Clearing. The Relevant Authority may, at its absolute discretion, refuse permission to any applicant to be admitted as Member.
- 1.6.** Such fees, security deposit, contribution and other money as are Prescribed by the Relevant Authority would be payable on or before admission as Member and for continued admittance thereof.
- 1.7.** The Relevant Authority may define different membership criteria including membership fee structure etc. for different categories of products as may be available for Trading on the Exchange. Such criteria would be applicable on Members as notified by the Exchange from time to time.
- 1.8. Clients**
 - 1.8.1.** Client is a person defined under Reg. 2(i)(i) of the Power Market Regulations.
 - 1.8.2.** An entity getting Regional Load Despatch Center (RLDC) / State Load Despatch Center (SLDC), as the case may be, standing clearance for injection/drawal of electricity shall be treated as a unit. Each unit registered

with the Member and eligible to transact on Exchange shall be regarded as a client.

- 1.8.3.** Each client shall be allocated a unique client ID under the Members.
- 1.8.4.** A unit can get registered with multiple Members. All such units shall be treated as different client and shall have different Client ID.

2. DEPOSITS & MARGINS

2.1. Initial Security Deposit

The Exchange Members are required to pay the Exchange such security deposits as in accordance with “Admission rules” for various segments as may be decided by the Relevant Authority from time to time. This deposit when Prescribed would be payable by way of demand draft or Cheque drawn in favor of ‘Power Exchange India Limited.’ or through banking transaction.

2.2. Margins

Margins would need to be brought in by Members to secure their trades on a day to day basis. The Members may provide margins by themselves or with assistance from Clearing Banks, Banks, Financial Institutions (FIs), Public Financial Institutions (PFIs), Non-Banking Financial Company (NBFC) fulfilling the Prescribed eligibility criteria in any of the following forms:

2.2.1. Cash :

In case the member or Client, as applicable, opts to place margins in the form of cash, the Member or Client, as applicable, shall arrange margins in its settlement account maintained with its Clearing Bank or shall transfer funds to the Exchange account as may be Prescribed. The Clearing Bank shall transfer funds from settlement account of the Member or Client, as applicable, to the Exchange’s account as per the instruction of Member or Client or Exchange. The Exchange may provide a facility to Member and/or Client for depositing the money directly from their bank account or with the assistance from the Bank, FI, PFI, or NBFC through any financial instruments (viz. working capital loan, Letter of credit) as may be decided by the Exchange for Margin in a designated common account of the Exchange. The details of the account would be notified by the Exchange from time to time. In such case after depositing the money/funds, the Member or Client, as applicable, shall inform the Exchange through fax or email or phone or through PXIL trading/clearing system any time during the trading session.

2.2.2. Guarantee:

The Exchange shall accept irrevocable Guarantees issued by the approved Banks or FIs. PFIs only in formats Prescribed by the Exchange. The list of approved banks, FIs, PFIs, format and other particulars of Guarantee and the process of submission shall be Prescribed by the Exchange from time to time. The Member other than Advisory member shall however be responsible for his own trades and/ or trades executed on behalf of his Clients on the Exchange.

2.2.3. Fixed Deposit Receipt:

The Exchange shall accept Fixed Deposit Receipts (“FDR”) issued by the approved banks only in formats Prescribed by the Exchange. The list of approved banks, format and other particulars of the FDR(s), and the process of submission shall be Prescribed by the Exchange from time to time.

2.2.4. Credit limit:

Members may have working capital / credit limit with the Clearing Banks or their local banks or FIs, PFIs, NBFCs. Local banks can have an arrangement with Clearing Bank, FIs/PFIs/NBFCs through which the available credit limit shall be intimated by the Clearing Bank to the Exchange and if found suitable by the Exchange, these credit limits shall form part of Trading Margins available for Trading. Financial Institutions, PFIs, Non-Banking Finance Company(s) can provide credit limit to members and intimate the credit limit to the Exchange and if found suitable by the Exchange, these credit limits shall form part of Trading Margins available for Trading. The Member other than Advisory member shall however be responsible for his own trades and/ or trades executed on behalf of his Clients on the Exchange.

The Exchange may prescribe any other form of Margins from time to time. While computing Margins, the Exchange may also take into account the initial security deposit lying with the Exchange.

2.3. Arrangement of Margins:

The Member or Client, as applicable, has to arrange and maintain adequate margin, in any form, as may be Prescribed, for the transactions at all times. In case of insufficient margin at any time, the Exchange has the right to transfer the funds from the settlement account of the Member or Client, as applicable, to the Exchange account or cancel the transaction and imposed penalties as may be Prescribed.

In case, a Member or Client, as applicable, fails to bring in requisite margin, then its orders would not be matched or applied for scheduling or would be applied for cancellation of schedules, as may be applicable; the decision of the Exchange in this regard shall be final and binding on the Member or Client, as applicable.

2.4 Maintenance of Minimum cash Margin:

A new feature has been introduced for Members wherein a Member can maintain a Minimum level of Cash margin which they want to maintain with the Exchange for smooth trading on the Exchange. If the Available cash margin (i.e. Total Cash Margin minus Cash Margin blocked) goes below the Minimum amount, the Exchange would transfer the funds, equal to the deficit amount with respect to Minimum amount, from the settlement account of the Member or Client, as applicable, to the Exchange account.

Such Transfer shall be done with the running of settlement process or Margin call process during the day. The illustration is given under.

Say Minimum Cash Margin defined is Rs. 20 Lakhs and Available Cash Margin is Rs. 5 Lakhs

S No	Particulars	Due date	Pay-in Amount (Rs.)	Payout Amount (Rs.)	Net amount (Rs.)
1	Cost of power weekly bought	01-01-2020	10,00,000		
2	CTU	01-01-2020	57,890		
3	STU	01-01-2020	10,330		
4	Application RLDC	01-01-2020	5,000		
5	Operating charges	01-01-2020	2,000		
6	Cost of power intraday - sold	01-01-2020		50,000	
7	Operating charges	01-01-2020	2,000		
8	Total		10,77,220	50,000	10,27,220
9	Available cash	01-01-2020		5,00,000	

S No	Particulars	Due date	Pay-in Amount (Rs.)	Payout Amount (Rs.)	Net amount (Rs.)
	balance				
10	Minimum cash Margin defined	01-01-2020		20,00,000	
11	Minimum Balance deficit (10 – 9)	01-01-2020		15,00,000	
12	Total Amount debited (11 + 8)	01-01-2020		25,27,220	

Then With Minimum cash balance defined being Rs. 20,00,000 and net pay-in Obligation Rs. 10,27,220, an amount of Rs. 25,27,220 shall be transferred from the Clearing Members' settlement bank account to the Exchange Settlement bank account . Thereafter, the minimum Cash Margin balance of Rs. 20 Lakhs would be maintained, unless modified by the user.

2.4. Release of Margins

Members can withdraw any unutilized margins, other than the initial security deposit, which are in any of the forms as Prescribed by the Exchange by placing a release request to the Exchange. Release request shall be processed by the Exchange in the manner as may be Prescribed by the Relevant Authority from time to time.

However, the initial security deposit would only be refunded on the surrender/ termination of Membership subject to clearance of all Member dues and provided that the Member has not traded in the last six months.

3. TRADING SYSTEM AND CONNECTIVITY

3.1. TRADING SYSTEM

- 3.1.1.** The Exchange shall provide an automated trading facility through a Trading System for Trading on all the Contracts admitted as applicable for a Member with such rights as the Exchange may permit.
- 3.1.2.** Trading on the Exchange shall be allowed through Workstation(s) located at Member office(s) and/or through mobile devices like Laptop, Mobile, tablet PC equipped with secure web based browsing platforms as approved by the Exchange. Exchange may specify, from time to time, necessary security requirements and arrangements for browser based trading system access.
- 3.1.3.** Each Member shall have a unique Trading code or Clearing code or both, depending on the type of membership category registered (hereinafter “Member Code”) which shall be provided by the Exchange at the time of enrollment of the Member and which shall be used to log on (sign on) to the Trading System.
- 3.1.4.** A Member shall have a non-exclusive permission to use the Trading System, as provided by the Exchange, in the ordinary course of business as a Member of the Exchange.
- 3.1.5.** A Member shall not have any title, rights or interest whatsoever with respect to the Trading System, its facilities, software and the information provided by the Trading System.
- 3.1.6.** The Exchange may provide either the application software for installation of the Trading system or a secured web based access to the Trading system, or both, as may be decided by the Exchange, to the Member. The Member will pay to the Exchange, charges for installation and support as may be Prescribed. The Exchange will upgrade/modify the application software to include additional features and functionalities, new products as may be required and provide the same to the Members, charges for the same will be paid by the Member as may be Prescribed.

3.1.7. Access to the Trading System may be withdrawn or restricted by the Relevant Authority at any time without assigning any reason at its absolute discretion. The Member shall, at its own costs, install and use such equipment and software as specified by the Exchange from time to time for the purpose of accessing the Trading System.

3.1.8. A Member shall not, either by himself or through any other person(s):

3.1.8.1.1. use the software provided by the Exchange for any purpose other than the purpose as approved and specified by the Exchange

3.1.8.1.2. use the software provided by the Exchange on any equipment other than the workstation approved by the Exchange

3.1.8.1.3. copy, alter, modify or make available to any other person the software provided by the Exchange

3.1.8.1.4. use the software in any manner other than the manner as specified by the Exchange

3.1.8.1.5. attempt directly or indirectly to de-compile, disassemble or reverse engineer the same.

3.1.9. A Member shall not, either by itself or through any other persons on his behalf, publish, supply, show or make available to any other person or reprocess, retransmit, store or use the facilities of the Trading System or the information provided by the Trading System except with the explicit approval of the Exchange or in the ordinary course of business to complete the transactions on the Exchange.

3.1.10. The Exchange shall provide its services on a best effort basis. However the Exchange shall not be liable for failure or malfunctioning of the Trading System or any other support systems and or for any loss, damage, or other costs arising thereupon and/or on account of and in any way out of:

- 3.1.10.1.** Failure of telecom network or systems including failure of ancillary or associated systems, or fluctuation of power, or other environmental conditions; or
 - 3.1.10.2.** accident, loss/damage arising due to transportation, neglect, misuse, errors, frauds of the Member or its Authorized Users or the agents or any third party; or
 - 3.1.10.3.** any fault in any attachments, system or equipment (either supplied by the Exchange or approved by the Exchange) which forms or does not form part of the Trading workstation installation; or
 - 3.1.10.4.** acts of God, fire, flood, war, act of violence, or any other similar occurrence or for any reason beyond the control of Exchange; or
 - 3.1.10.5.** any incidental, special or consequential damages
- 3.1.11.** No Member shall deal on or access the Trading System or related facilities through another Member or on behalf of another Member, unless the prior approval of the Exchange in writing is obtained in this regard.
- 3.1.12.** Member end connectivity requirements and requirement for other IT infrastructure will be Prescribed by the Exchange from time to time. In order to connect with the Trading System, the Members shall ensure compliance with the Circulars. Members shall also ensure that diversity in workstations and connectivity is provided at their end to safeguard against any unforeseen eventualities. There is no restriction, unless specified otherwise by the Exchange, on the number of terminals or web based interface that the Member can install or use. For enabling each terminal, an application in the prescribed format shall be made to the Exchange for its approval.

4. DEALINGS ON THE EXCHANGE

4.1. MEMBERS AND USERS

- 4.1.1.** On registration of a Member on the Exchange, the Exchange shall provide a Corporate ID in the name of the applicant/ applicant entity. This corporate ID shall have the right to use the Trading System and Clearing System.
- 4.1.2.** Members shall only be entitled to appoint, (subject to such terms and conditions, as may be Prescribed by the Relevant Authority) from time to time Approved Users to use the Trading System. An Approved User shall mean, subject to these Business Rules, Bye Laws and Rules, a user of the Trading System and shall include a Member, a Client of the Member or an Advisory Member and/or authorized representatives of any of them.
- 4.1.3.** Members will issue a unique User login and a password to each of its Approved Users through which the Approved User shall have access to the Trading System. To enable the Approved User, the Member would have to send the details of the Approved User in the required format to the Exchange. This format would be prescribed by the Exchange from time to time. The Approved User will be asked to change his password when he signs on to the Trading System for the first time.
- 4.1.4.** A Member or its Approved Users thereof shall maintain complete secrecy of their password(s).
- 4.1.5.** Any trade or transaction undertaken by the use of a password of an Approved User, shall be deemed to be undertaken by an Approved User and shall be binding on such Member.
- 4.1.6.** The Approved User shall be required to change his password at the end of the password expiry period. The Exchange shall prescribe the password expiry period and/or other security features from time to time.

4.2. CONTRACTS

All the Contracts as detailed herein below are based on extant regulations and may change from time to time, as Prescribed by the Exchange, with any change in the Applicable Laws.

4.2.1. Day Ahead Market - Operations

4.2.1.1. TRADING DAYS

The Exchange shall operate on all days except Exchange specified holidays. A list of holidays for each calendar year will be notified by the Exchange in advance. In case of holidays, the Exchange shall run the Order books whereby a Member can put his quotes for such holidays.

4.2.1.2. AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the Day Ahead Contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members by the Exchange from time to time.

The Exchange may extend, advance or reduce Trading hours by notifying the Members as and when it deems fit and necessary.

4.2.1.3. TRADING CYCLE

Trading Cycle of the Exchange would be as per the “Procedure for Collective Exchange Transactions” issued by the CTU. The various steps in the Trading Cycle would be intimated to the Members by the Exchange from time to time.

4.2.1.4. TRADING PARAMETERS

4.2.1.4.1. Contract Specifications:

For the Day-ahead market the detailed Contract specifications are given in ‘Annexure IA’. These Contract Specifications will form an integral part of these Business Rules and shall be binding on all Members and their Clients Trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the specifications laid down by the Exchange shall be considered as void.

4.2.1.4.2. Delivery Date:

The Delivery in the present Contracts would be on a Day-Ahead basis, based on the application submitted by the Exchange to NLDC and scheduled by NLDC/RLDCs/SLDCs.

4.2.1.4.3. Delivery Point:

Delivery point is the regional periphery of regional transmission system in which the grid connected entity is located.

4.2.1.4.4. Traded Schedule Vs Actual Schedule:

For the purpose of the Contract in the Day Ahead market, the trade schedule shall be reckoned at the Delivery Point as defined in clause 4.2.1.4.3. The actual schedule at various seams including that of grid connected entities shall be worked out after incorporation of transmission losses in kind.

4.2.1.4.5. Transmission Charges:

Inter-State Transmission System: As per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

State Transmission System: As per the concerned State Electricity Regulatory Commission's Regulations and/or CERC (Open access in inter-State Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

4.2.1.4.6. Transmission Losses:

The losses would be charged and handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

4.2.1.4.7. Scheduling and System Operation Charges:

Operating charges for NLDC shall be payable by the Exchange in accordance with the CERC (Open Access in Inter-State Transmission) Regulations, 2008, as amended from time to time, along with the Procedures issued by CTU for 'Scheduling of Collective Transactions' as amended from time to time and shall be recovered by the Exchange and socialized amongst all Buyers and Sellers whose trades are successful.

4.2.1.4.8. Fulfillment of Contractual liability

This contract is for physical delivery only. Members can fulfill their contractual liabilities through physical delivery/off-take and by meeting all financial obligations arising out of such physical delivery/off-take.

4.2.1.4.9. Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange a Member has attempted to conclude the transaction in violation of the Rules, Bye-laws and/ or Business Rules of the Exchange or with an intention of indulging in price manipulation, price rigging or price distortion or violation of any Applicable Law.

4.2.1.4.10. Settlement Guarantee

Subject to the Bye-Laws, Rules and these Business Rules, the Exchange shall guarantee the settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The settlement guarantee of the Exchange shall be confined to the extent as may be Prescribed in the Applicable laws from time to time.

4.2.1.4.11. Governing law & Jurisdiction

Every Contract executed as per Rules, Bye-laws and Business Rules of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the laws of India under the jurisdiction of the Courts of Mumbai.

4.2.1.4.12. Types of Orders

The Members through their Approved Users can place the following types of Orders on the Exchange through the Trading System:

- **Normal Orders:** The Members would be able to put multiple price-quantity orders for each Contract (i.e. each timeslot).
- **Block Orders:** Block Order will specify one price and one quantity for a combination of continuous time slots i.e. same quantity, at one particular price for multiple time slots, as may be notified by the exchange from time to time. A Block order would consist of orders for Single time slot or Group of contiguous time slots (i.e. 8 time slots of 15 minutes each) and in further multiples of 1 time slots, or as notified by Exchange from time to time.
- **Other Orders:** The Exchange shall introduce other types of orders as per the requirement of the market. Details of such other possible orders shall be notified by the Exchange from time to time.

4.2.1.4.13. Order Validation

The bids and offers entered by the Approved Users into the Trading System would be validated by the Exchange as per various parameters of price/quantity/margins etc decided from time to time. Only after successful validation, the Orders would be accepted by the Exchange.

Members shall be solely responsible for the accuracy of details of Orders entered into the Trading System including Orders entered on behalf of their Clients or entered by Approved Users on their behalf.

4.2.1.4.14. Matching Rules

Matching Rules would be as per Annexure V to the Business Rules. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology Prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

4.2.1.4.15. Reports

During and at the end of a Trading Session, the Exchange will give various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's

Reports, the Members can inform their Clients about their successful trades along with their obligation

4.2.1.4.16. Settlement

Based on the application made by the Exchange, NLDC would arrange to schedule the cleared trades which would reflect in the day-ahead schedules of the respective RLDCs / SLDCs.

4.2.2. Day Ahead Contingency (DAC) Market – Operations

4.2.2.1. TRADING DAYS

The Exchange shall operate on various days as may be Prescribed by Exchange from time to time, called the Trading Day, which shall abide by the requirements of Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, as amended from time to time, for open access and scheduling procedure. The same will be intimated to the Members by the Exchange from time to time.

4.2.2.2. AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the Day Ahead Contingency Contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members by the Exchange from time to time.

The Exchange may extend, advance or reduce Trading hours by notifying the Members as and when it deems fit and necessary.

4.2.2.3. TRADING CYCLE

Trading Cycle of the Exchange would be in accordance with relevant provisions of the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008 as amended from time to time for open access and scheduling procedure. The various steps in the Trading Cycle would be intimated to the Members by the Exchange from time to time.

4.2.2.4. TRADING PARAMETERS

4.2.2.4.1. Contract Specifications:

For the DAC market the detailed Contract specifications are given in 'Annexure IB '. These Contract Specifications will form an integral part of these Business Rules and shall be binding on all Members and their Clients Trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the specifications laid down by the Exchange shall be considered as void.

4.2.2.4.2. Delivery Date:

The Delivery in the present Contracts would be on a Day-Ahead basis, based on the application submitted by the Exchange to RLDC and scheduled by RLDCs/SLDCs.

4.2.2.4.3. Delivery Point:

The delivery point shall be on the state/regional periphery of the selling entity. Seller intending to sell Contract of particular region will have to deliver Electricity on the periphery of its state/region and buyer has to take delivery on this periphery. The seller will have to bear all transmission charges and losses up to the periphery of the Contract region from its injection point. The buyer will bear transmission charges and losses from the periphery of the Contract region to his point of drawl and also transmission losses and charges for the Contract region.

Sellers will deliver the power to their point of regional interconnection. In case of State embedded entity, they will deliver it to the state periphery where the State gets connected to the regional interconnection. In case of regional embedded entity, they will deliver it to their connection with the Regional grid.

4.2.2.4.4. Traded Schedule Vs Actual Schedule:

For the purpose of the Contract in the DAC Market, the trade schedule shall be reckoned at the Delivery Point. The actual schedule at various seams including that of grid connected entities shall be worked out after incorporation of transmission losses in kind.

4.2.2.4.5. Transmission Losses:

The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time

4.2.2.4.6. Transmission Charges:

The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time and would be payable to the Exchange in cash.

4.2.2.4.7. Scheduling and System Operation Charges:

The delivery point shall be at the Regional periphery of the respective Seller and Buyer. Hence, the following shall be applicable.

1. Buyer shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Buyer is located.
2. Seller shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Seller is located.
3. In case both the Buyer and Seller are from the same Region then the RLDC operating charges shall be shared equally between the Buyer and the Seller.
4. In case of intermediate region, the intermediate RLDC operating charges shall be shared equally between the Buyer and the Seller.

4.2.2.4.8. Fulfillment of Contractual liability

This contract is for physical delivery only. Members can fulfill their contractual liabilities through physical delivery/off-take and by meeting all financial obligations arising out of such physical delivery/off-take.

4.2.2.4.9. Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange, a Member has attempted to conclude the transaction in violation of the Bye-laws of the Exchange or with an intention of price manipulation, price rigging or price distortion or invalidation of any Applicable Laws.

4.2.2.4.10. Settlement Guarantee

Subject to the Bye-Laws, the Exchange shall guarantee the Settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The Settlement guarantee of the Exchange shall be confined to the extent as may be Prescribed in the Applicable laws from time to time.

4.2.2.4.11. Governing law & Jurisdiction

Every Contract executed as per Bye-laws of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the laws of India under the jurisdiction of the Courts of Mumbai.

4.2.2.4.12. Types of Orders

The Members through their Approved Users can place the following types of Orders on the Exchange through the Trading System:

- **Unmatched bids from Day Ahead Spot Market** – Members will be given an option to revive the unmatched Orders from the Day Ahead Spot Market. Orders not revived will not be matched in the DAC. Revived Orders will by default be for the region in which the Buyer or Seller exists. On revival, Buying Members will have the option of changing the Region, Price and Quantity and Selling Members will have the option of changing the Price and Quantity
- **Normal Bids:** The Approved Users would be able to put multiple price-quantity bids for each Contract (i.e. each hourly time block).
- **Other bids:** The Exchange shall introduce other types of bids as per the requirement of the market. Details of such other possible bids shall be notified by the Exchange from time to time.

4.2.2.4.13. Order Validation

The bids and offers entered by the Approved Users into the Trading System would be validated by the Exchange as per various parameters of price/quantity/margins etc decided from time to time. Only after successful validation the Orders would be accepted by the Exchange.

Members shall be solely responsible for the accuracy of details of Orders entered into the Trading System including Orders entered on behalf of their Clients or entered by Approved Users on their behalf.

4.2.2.4.14. Matching Rules

Matching Rules would be as per Annexure V to the Business Rules. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology Prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

4.2.2.4.15. Reports

During and at the end of Trading Session, the Exchange will give various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's Reports, the Members can inform their Clients about their successful trades along with their obligation

4.2.2.4.16. Settlement

Based on the application made by the Exchange, RLDC would arrange to schedule the cleared trades which would reflect in the day-ahead schedules of the respective RLDCs/SLDCs.

4.2.3. Weekly Market - Operations

4.2.3.1. CONTRACT CALENDAR/ PERIOD

The Exchange shall operate Week- ahead Contracts as would be Prescribed in the Trading Calendar from time to time.

4.2.3.2. TRADING DAYS

The Exchange shall operate on various days as may be Prescribed by the Exchange from time to time, called the Trading Day, which shall abide by the requirements of Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, as amended from time to time, for open access and scheduling procedure .

Trading Days would be Prescribed in the Trading Calendar and would be intimated to the Members by the Exchange from time to time.

4.2.3.3. AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the Weekly Contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members through the Trading Calendar by the Exchange from time to time.

The Exchange may extend, advance or reduce the Auction Trade Session timings as and when it deems fit and necessary by notifying the Members.

4.2.3.4. TRADING CYCLE

Trading Cycle of the Exchange would be in accordance with relevant provisions of the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008 as amended from time to time for open access and scheduling procedure. The various steps in the Trading Cycle would be intimated to the Members by the Exchange from time to time.

4.2.3.5. TRADING PARAMETERS

4.2.3.5.1. Contract Specifications:

For the Weekly market the detailed Contract specifications are given in '**Annexure IC**'. These Contract Specifications will form an integral part of these Business Rules and shall be binding on all Members and their Clients Trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the specifications laid down by the Exchange shall be considered as void.

4.2.3.5.2. Delivery Days:

The Delivery would be for the Contract period specified above, based on the application submitted by the Exchange and approved by the Nodal RLDC and scheduled by RLDCs/SLDCs.

4.2.3.5.3. Delivery Period:

The Delivery Period will equally spread over the Trading Hour Slot, as detailed in the Contract Specifications at **Annexure IC**, from the first day of the Contract Period till the last day of the Contract Period, including both days that has been contracted.

4.2.3.5.4. Delivery Point:

The delivery point shall be on the state/regional periphery of the selling entity. Seller intending to sell Contract of particular region will have to deliver Electricity on the periphery of its State and buyer has to take delivery on this periphery. The seller will have to bear all transmission charges and losses up to the periphery of the Contract region from its injection point. The buyer will bear transmission charges and losses from the periphery of the Contract region to his point of drawl and also transmission losses and charges for the Contract region.

Sellers will deliver the power to their point of Regional interconnection. In case of State embedded entity, they will deliver it to the State periphery where the State gets connected to the Regional interconnection. In case of Regional embedded entity, they will deliver it to their connection with the Regional grid.

4.2.3.5.5. Traded Schedule Vs Actual Schedule:

For the purpose of the Contract in the Weekly market, the actual schedule shall be worked out after incorporation of transmission losses in kind on the traded schedule.

4.2.3.5.6. Transmission Losses:

The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, and Central Electricity Regulatory Commission (Sharing of Inter State

Transmission Charges and Losses) Regulations, 2010 as amended from time to time..

4.2.3.5.7. Transmission Charges:

The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time and would be payable to the Exchange in cash.

4.2.3.5.8. Scheduling and System Operation Charges:

The delivery point shall be at the Regional periphery of the respective Seller and Buyer. Hence, the following shall be applicable.

1. Buyer shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Buyer is located.
2. Seller shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Seller is located.
3. In case both the Buyer and Seller are from the same Region then the RLDC operating charges shall be shared equally between the Buyer and the Seller.
4. In case of intermediate region, the intermediate RLDC operating charges shall be shared equally between the Buyer and the Seller.

4.2.3.5.9. Fulfillment of Contractual liability

This contract is for physical delivery only. Members can fulfill their contractual liabilities through physical delivery/off-take and by meeting all financial obligations arising out of such physical delivery/off-take.

4.2.3.5.10. Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange; a Member has attempted to conclude the transaction in violation of the Bye-laws of the Exchange or with an intention of price manipulation, price rigging or price distortion.

4.2.3.5.11. Settlement Guarantee

Subject to the Bye-Laws, the Exchange shall guarantee the Settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The Settlement guarantee of the Exchange shall be confined to the extent as may be Prescribed in the Applicable laws from time to time.

4.2.3.5.12. Governing law & Jurisdiction

Every Contract executed as per Bye-laws of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the laws of India under the jurisdiction of the Courts of Mumbai.

4.2.3.5.13. Types of Orders

The Members through their Approved Users can place the following types of Orders on the Exchange through the Trading System:

- **Normal Bids:** The Approved Users would be able put multiple price-quantity bids for each Contract (i.e. each Trading Hour Slot as defined in the Contract Specifications at Annexure IC).
- **Block Bids:** Block bid will specify one price and one quantity for a combination of continuous hourly time blocks i.e. same quantity, at one particular price for multiple time slots.
- **Other bids:** The Exchange shall introduce other types of bids as per the requirement of the market. Details of such other possible bids shall be notified by the Exchange from time to time.

4.2.3.5.14. Order Validation

The bids and offers entered by the Approved Users into the Trading System would be validated by the Exchange as per various parameters of price/quantity/margins etc decided from time to time. Only after successful validation the Orders would be accepted by the Exchange.

Members shall be solely responsible for the accuracy of details of Orders entered into the Trading System including Orders entered on behalf of their Clients or entered by Approved Users on their behalf.

4.2.3.5.15. Matching Rules

Matching Rules would be as per Annexure V to the Business Rules. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology Prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

4.2.3.5.16. Reports

During and at the end of Trading Session, the Exchange will give various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's Reports, the Members can inform their Clients about their successful trades along with their obligation

4.2.3.5.17. Settlement

Based on the application made by the Exchange, RLDC would arrange to schedule the cleared trades which would reflect in the day-ahead schedules of the respective RLDCs/SLDCs.

4.2.4. Intra Day (IDA) Market – Operations

4.2.4.1. TRADING DAYS

The Exchange shall operate on various days as may be Prescribed by Exchange from time to time, called the Trading Day, which shall abide by the requirements of Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, as amended from time to time, for open access and scheduling procedure. The same will be intimated to the Members by the Exchange from time to time.

4.2.4.2. AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the Intra Day contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members by the Exchange from time to time. The Exchange may launch more than one Trade Auction Session running either in parallel or at different time spans.

The Exchange may extend, advance or reduce Trading hours by notifying the Members as and when it deems fit and necessary.

4.2.4.3. TRADING CYCLE

Trading Cycle is the entire process of Trading of electricity on the exchange including but not limited to placing bids, trading, matching and scheduling. The Trading Cycle of the Exchange would be in accordance with relevant provisions of the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 as amended from time to time for open access and scheduling procedure. The various steps in the Trading Cycle would be intimated to the Members by the Exchange from time to time.

4.2.4.4. TRADING PARAMETERS

4.2.4.4.1. Contract Specifications

For the IDA market the detailed contract specifications are given in 'Annexure ID '. These Contract Specifications will form an integral part of these Business Rules and shall be binding on all Members and their Clients Trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the specifications laid down by the Exchange shall be considered as void.

4.2.4.4.2. Type of Market

Intra-day product will be a part of physical market product family for electricity trading. The market for Intra-day product will be open for trading on all days as specified by the exchange from time to time.

4.2.4.4.3. Trading System

For the facilitation of trading, PXIL provides a common platform to the participants for entering the buy & sell orders.

4.2.4.4.4. Trading Methodology

The trading methodology followed would be as defined in Annexure V of the Business Rules.

4.2.4.4.5. Auction Timings

This defines the specified time period during which the exchange shall create different auction sessions for specified delivery slots. The exchange shall notify the auction trade session timings through issue of a circular.

4.2.4.4.6. Minimum Bid Volume

This defines the minimum quantity of electricity trade that needs to be entered in the trading system for it to be considered for matching.

4.2.4.4.7. Delivery Date/Time

The Delivery in the present contracts would be on same day or on a Day-Ahead basis, based on the application submitted by the Exchange to RLDC and scheduled by RLDCs/SLDCs. Members can bid for Delivery on a Day Ahead basis i.e. 24 hour basis from 12 time block from the time of bidding to 24 hour ahead basis on 15 minutes or multiples thereof as notified by Exchange from time to time. For e.g.:- at 08.00 hours a Member can bid from 11.00 hours of the same day till 24.00 hours of the next day.

4.2.4.4.8. Delivery Point

The Delivery Point shall be on the State/Regional periphery of the selling entity. Seller intending to sell contract of particular Region will have to deliver electricity on the periphery of its State/Region and buyer has to take delivery on this periphery. The seller will have to bear all transmission charges and losses up to the periphery of the contract Region from its injection point. The buyer will bear transmission charges and losses from the periphery of the contract Region to his point of drawl and also transmission losses and charges for the contract Region.

Sellers will deliver the power to their point of Regional interconnection. In case of State embedded entity, they will deliver it to the State periphery where the State gets connected to the Regional interconnection. In case of Regional embedded entity, they will deliver it to their connection with the Regional grid.

4.2.4.4.9. Traded Schedule Vs Actual Schedule

For the purpose of the contract in the IDA Market, the trade schedule shall be reckoned at the Delivery Point. The actual schedule at various seams including that of grid connected entities shall be worked out after incorporation of transmission losses in kind.

4.2.4.4.10. Transmission Losses

The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

4.2.4.4.11. Transmission Charges

The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time and would be payable to the Exchange in cash.

4.2.4.4.12. Scheduling and System Operation Charges

The delivery point shall be at the Regional periphery of the respective Seller and Buyer. Hence, the following shall be applicable.

1. Buyer shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Buyer is located.
2. Seller shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Seller is located.
3. In case both the Buyer and Seller are from the same Region then the RLDC operating charges shall be shared equally between the Buyer and the Seller.
4. In case of intermediate region, the intermediate RLDC operating charges shall be shared equally between the Buyer and the Seller.

4.2.4.4.13. Fulfillment of Contractual liability

Members can fulfill their contractual liabilities only through physical delivery by seller and/or by financial settlement (in case of buyers).

4.2.4.4.14. Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange; a Member has attempted to conclude the transaction in violation of the Bye-laws of the Exchange or with an intention of price manipulation, price rigging or price distortion.

4.2.4.4.15. Settlement Guarantee

Subject to the Bye-Laws, the Exchange shall guarantee the settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The settlement guarantee of the Exchange shall be confined to the extent as may be Prescribed in the Applicable Laws from time to time.

4.2.4.4.16. Governing law & Jurisdiction

Every Contract executed as per Bye-laws of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the laws of India under the jurisdiction of the Courts of Mumbai.

4.2.4.4.17. Types of Orders

The Members through their Approved Users can place various types of orders on the Exchange through the Trading System, which may be based on time condition, price conditions, a combination of both or any other parameter. The details of such types of valid orders would be notified by the Exchange from time to time and may include the following.

- a) Based on Time Conditions:
 - Day order: A day order, as the name suggests is an order which is valid for the day on which it is entered. If the order is not executed during the day, the system cancels the order automatically at the end of the day.
 - Immediate or Cancel (IOC): An IOC order allows the user to buy or sell a contract as soon as the order is released into the system, failing which the order is cancelled from the system. Partial match is possible for the order, and the unmatched portion of the order is cancelled immediately.
- b) Based on Price Conditions

- Limit Price: A Limit Price order, as the name suggests is an order which is valid only for the price which has been entered. Order gets executed only when there is a corresponding buy at a price which is equal to the limit price or higher than that or when there is a corresponding sell at a price which is equal to the limit price or lower than that.
- Market price: Market orders are orders for which no price is specified at the time the order is entered (i.e. price is market price). For such orders, the system will match it with the best price that is available at that point of time.
- Other bids: The Exchange shall introduce other types of bids as per the requirement of the market. Details of such other possible bids shall be notified by the Exchange from time to time.

The Orders will be carried forward in case they are not matched or partially matched. This would enable participants to meet their requirement more close to real time.

4.2.4.4.18. Order Validation

The bids and offers entered by the Approved Users into the Trading system would be validated by the Exchange as per various parameters of price/quantity/margins etc. decided from time to time. Only after successful validation the orders would be accepted by the Exchange.

Members shall be solely responsible for the accuracy of details of orders entered into the Trading System including orders entered on behalf of their Clients.

4.2.4.4.19. Matching Rules

Matching Rules would be as per sub section II of Annexure V of the Business Rules. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology Prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

4.2.4.4.20. Reports

During and at the end of Trading Session, the Exchange will give various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's Reports, the Members can inform their Clients about their successful trades along with their obligation.

4.2.4.4.21. Settlement

Based on the application made by the Exchange, RLDC would arrange to schedule the cleared trades which would reflect in the day-ahead schedules of the respective RLDCs/SLDCs.

4.2.5 Any Day(s) Market - Operations

4.2.5.1 CONTRACT CALENDAR/ PERIOD

The Exchange shall operate Any Day(s) contracts on a Term Ahead Basis as would be prescribed in the Trading Calendar from time to time.

4.2.5.2 TRADING DAYS

The Exchange shall operate on various days as may be Prescribed by the Exchange from time to time, called the Trading Day, which shall abide by the requirements of Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, as amended from time to time, for open access and scheduling procedure.

Trading Days would be prescribed in the Trading Calendar and would be intimated to the members by the Exchange from time to time.

4.2.5.3 AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the Any Day(s) contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members through the Trading Calendar by the Exchange from time to time.

The Exchange may extend, advance or reduce the Auction Trade Session timings as and when it deems fit and necessary by notifying the Members.

4.2.5.4 TRADING CYCLE

Trading Cycle is the entire process of Trading of electricity on the exchange including but not limited to placing bids, trading, matching and scheduling. The Trading Cycle of the Exchange would be in accordance with relevant provisions of the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 as amended from time to time for open access and scheduling procedure. The various steps in the Trading Cycle would be intimated to the Members by the Exchange from time to time.

4.2.5.5 TRADING PARAMETERS

4.2.5.5.1 Contract Specifications

For the Any Day(s) market the detailed contract specifications are given in 'Annexure IE'. These Contract Specifications will form an integral part of these Business Rules and shall be binding on all Members and their Clients Trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the specifications laid down by the Exchange shall be considered as void.

4.2.5.5.2 Type of Market

Any-day product will be a part of physical market product family for electricity trading. The market for Any-day product will be open for trading on all days as defined by the exchange and will be notified to the participants through the issue of a circular. This product will enable the market participants to trade for multiple day contracts on all or none basis.

4.2.5.5.3 Trading System

For the facilitation of trading, PXIL provides a common platform to the participants for entering the buy & sell orders.

4.2.5.5.4 Trading Methodology

The trading methodology followed would be as defined in Annexure V of the Business Rules.

4.2.5.5.5 Auction Timings

This defines the specified time period during which the participants would place their buy/sell orders once the session is made available.

4.2.5.5.6 Minimum Bid Volume

This defines the minimum quantity of electricity trade that needs to be entered in the trading system for it to be considered for matching.

4.2.5.5.7 Delivery Days

The Delivery would be for the contract period specified above, based on the application submitted by the Exchange and approved by the Nodal RLDC and scheduled by RLDCs/SLDCs.

4.2.5.5.8 Delivery Period

The Delivery Period will equally spread over the Trading Slot, as detailed in the Contract Specifications at **Annexure IE**, from the first day of the Contract Period till the last day of the Contract Period, including both days that have been contracted.

4.2.5.5.9 Delivery Point

The delivery point shall be on the State/Regional periphery of the selling entity. Seller intending to sell contract of particular Region will have to deliver electricity on the periphery of its State and buyer has to take delivery on this periphery. The seller will have to bear all transmission charges and losses up to the periphery of the contract Region from its injection point. The buyer will bear transmission charges and losses from the periphery of the contract Region to his point of drawl and also transmission losses and charges for the contract Region. Sellers will deliver the power to their point of Regional interconnection. In case of State embedded entity, they will deliver it to the State periphery where the State gets connected to the Regional interconnection. In case of Regional embedded entity, they will deliver it to their connection with the Regional grid.

4.2.5.5.10 Traded Schedule Vs Actual Schedule

For the purpose of the contract in the Any Day(s) market, the actual schedule shall be worked out after incorporation of transmission losses in kind on the traded schedule.

4.2.5.5.11 Transmission Losses

The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

4.2.5.5.12 Transmission Charges

The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time and would be payable to the Exchange in cash.

4.2.5.5.13 Scheduling and System Operation Charges

The delivery point shall be at the Regional periphery of the respective Seller and Buyer. Hence, the following shall be applicable.

1. Buyer shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Buyer is located.
2. Seller shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Seller is located.
3. In case both the Buyer and Seller are from the same Region then the RLDC operating charges shall be shared equally between the Buyer and the Seller.
4. In case of intermediate region, the intermediate RLDC operating charges shall be shared equally between the Buyer and the Seller.

4.2.5.5.14 Fulfillment of Contractual liability

Members can fulfill their contractual liabilities only through physical delivery by seller and/or by financial settlement (in case of buyers)

4.2.5.5.15 Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange; a Member has attempted to conclude the transaction in violation of the Bye-laws of the Exchange or with an intention of price manipulation, price rigging or price distortion.

4.2.5.5.16 Settlement Guarantee

Subject to the Bye-Laws, the Exchange shall guarantee the settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The settlement guarantee of the Exchange shall be confined to the extent as may be Prescribed in the Applicable Laws from time to time.

4.2.5.5.17 Governing law & Jurisdiction

Every Contract executed as per Bye-laws of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the laws of India under the jurisdiction of the Courts of Mumbai.

4.2.5.5.18 Types of Orders

The Members through their Approved Users can place the following types of orders on the Exchange through the Trading System:

- **Normal Bids:** The Approved Users would be able put multiple price-quantity bids for each contract (i.e. each Trading Slot as defined in the Contract Specifications at Annexure IE).
- **Block Bids:** Block bid will specify one price and one quantity for a combination of continuous hourly time blocks i.e. same quantity, at one particular price for multiple time slots. It will be an all-or-none type of order.
- **Other bids:** The Exchange shall introduce other types of bids as per the requirement of the market. Details of such other possible bids shall be notified by the Exchange from time to time.

4.2.5.5.19 Order Validation

The bids and offers entered by the Approved Users into the Trading system would be validated by the Exchange as per various parameters of price/quantity/margins etc decided from time to time. Only after successful validation the orders would be accepted by the Exchange.

Members shall be solely responsible for the accuracy of details of orders entered into the Trading System including orders entered on behalf of their Clients.

4.2.5.5.20 Matching Rules

Matching Rules would be as per sub section II of the Annexure V to the Business Rules. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology Prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

4.2.5.5.21 Reports

During and at the end of Trading Session, the Exchange will give various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's Reports, the Members can inform their Clients about their successful trades along with their obligation

4.2.5.5.22 Settlement

Based on the application made by the Exchange, RLDC would arrange to schedule the cleared trades which would reflect in the day-ahead schedules of the respective RLDCs/SLDCs.

4.2.6. Real Time Market - Operations

4.2.6.1. CONTRACT CALENDAR / PERIOD

The Exchange shall operate Real Time Market Contract on Collective basis as per Clause 13 (B) of Regulation 13 of Central Electricity Regulatory Commission (Open Access in inter-State Transmission) (Sixth Amendment) Regulations, 2019

4.2.6.2. AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the Real Time Market Contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members by the Exchange from time to time.

The Exchange may extend, advance or reduce Trading hours by notifying the Members as and when it deems fit and necessary.

4.2.6.3. TRADING CYCLE

Trading Cycle of the Exchange would be as per the “Procedure for Scheduling Collective Transactions in the Real Time Market (RTM)” issued by the Power System Operation Corporation limited, National Load Despatch Centre. The various steps in the Trading Cycle would be intimated to the Members by the Exchange from time to time.

4.2.6.4. TRADING PARAMETERS

4.2.6.4.1. Contract Specifications:

For the Real Time Market, the detailed Contract Specifications are given in ‘Annexure IF’ below. These Contract Specifications will form an integral part of these Business Rules and shall be binding on all Members and their Clients trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the specifications laid down by the Exchange shall be considered as void.

4.2.6.4.2. Delivery Period:

The Delivery in the present Contracts would be for two consecutive time blocks of 15-minute duration each, based on the application submitted by the Exchange to NLDC and scheduled by NLDC / RLDCs / SLDCs.

4.2.6.4.3. Delivery Point:

Delivery point is the regional periphery of the regional transmission system in which the grid connected entity is located.

4.2.6.4.4. Traded Schedule vs. Actual Schedule:

For the purpose of the Contract in the Real Time market, the trade schedule shall be reckoned at the Delivery Point as defined in clause 4.2.6.4.3. The actual schedule at various seams including that of grid connected entities shall be worked out after incorporation of transmission losses in kind.

4.2.6.4.5. Transmission Charges:

The transmission charges to be paid by the buyers and sellers shall be as per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Interstate Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

4.2.6.4.6. Transmission Losses:

The transmission losses would be charged and handled as per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Interstate Transmission Charges and Losses) Regulations, 2020 as amended from time to time.

4.2.6.4.7. Scheduling and System Operation Charges:

Scheduling and System Operational Charges for NLDC / RLDC / SLDC shall be payable by the Exchange in accordance with Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, along with the Procedures issued by POSOCO for 'Procedure for Scheduling Collective Transactions in the Real Time Market (RTM)' as approved by CERC and as amended from time to time. Such charges shall be recovered by the Exchange and socialized amongst all Buyers and Sellers.

4.2.6.4.8. Fulfilment of Contractual liability

This contract is for physical delivery only. Members can fulfil their contractual liabilities through physical delivery / off-take and by meeting all financial obligations arising out of such physical delivery / off-take.

4.2.6.4.9. Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange a Member has attempted to conclude the transaction in violation of the Rules, Bye-laws and/ or Business Rules of the Exchange or with an intention of indulging in price manipulation, price rigging or price distortion or violation of any Applicable Law.

4.2.6.4.10. Settlement Guarantee

Subject to the Bye-Laws, Rules and these Business Rules, the Exchange shall guarantee the settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The settlement guarantee of the Exchange shall be confined to the extent as may be prescribed in the Applicable laws from time to time.

4.2.6.4.11. Governing Law & Jurisdiction

Every Contract executed as per Rules, Bye-laws and Business Rules of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the Laws of India under the jurisdiction of the Courts of Mumbai.

4.2.6.4.12. Types of Orders

The Members through their Approved Users can place the following types of Orders on the Exchange through the Trading System:

- **Normal Orders:** The Members would be able to put multiple price-quantity orders for each Contract (i.e. each timeslot).
- **Block Orders (All or None type Orders):** Block Order will specify one price and one quantity for a single time slot or combination of continuous time slots i.e. same quantity, at one particular price for multiple time slots, as may be notified by the Exchange from time to time. A Block order would consist of orders for Single time slot or group of contiguous time slots (e.g. 2 time slots of 15 minutes each), or as notified by Exchange from time to time.
- **Other Orders:** The Exchange shall introduce other types of orders as per the requirement of the market. Details of such other possible orders shall be notified by the Exchange from time to time.

4.2.6.4.13. Order Validation

The bids and offers entered by the Approved Users into the Trading System would be validated by the Exchange as per various parameters of price/quantity/margins etc. decided from time to time. Only after successful validation, the Orders would be accepted by the Exchange.

Members shall be solely responsible for the accuracy of details of Orders entered into the Trading System including Orders entered on behalf of their Clients or entered by Approved Users on their behalf.

4.2.6.4.14. Matching Rules

Matching Rules would be as per Annexure V to the Business Rules. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

4.2.6.4.15. Reports

During and at the end of a Trading Session, the Exchange will give various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's Reports, the Members can inform their Clients about their successful trades along with their obligation.

4.2.6.4.16. Settlement

Based on the application made by the Exchange, NLDC would arrange to schedule the cleared trades which would reflect in the schedules of the respective RLDCs/SLDCs.

4.2.7. Green Team Ahead Market - Operations

The Exchange shall list Green Term Ahead Contracts for meeting delivery requirements in Intraday, Day Ahead Contingency, Weekly and Any Day segments for delivery covering till 11-days from the date of transaction. The terms and conditions of the Contracts including Trading sessions, Matching Rules, Margin requirement and Delivery procedure etc, will be as per specific Rules mentioned herein.

4.2.7.1. CONTRACT CALENDAR/ PERIOD

The Exchange shall operate Green Term Ahead Market (GTAM) contracts for transactions in Renewable energy as per 'Procedure for Bilateral transaction' issued under provisions of Regulation 9 of CERC (Open access in inter State Transmission) Regulations, 2008 and as per the trading calendar to be issued from time to time.

4.2.7.2. TRADING DAYS

The Exchange shall operate on various days as may be prescribed by the Exchange from time to time, called the Trading Day, which shall abide by the requirements of Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, as amended from time to time, for open access and scheduling procedure.

Trading Days would be prescribed in the Trading Calendar and would be intimated to the members by the Exchange from time to time.

4.2.7.3. AUCTION TRADE SESSION

Auction Trade Sessions are specific times within the Trading Days during which the contracts would be available for Trading on the Exchange. The Auction Trade Session timings would be notified to the Members through the Trading Calendar by the Exchange from time to time.

The Exchange may extend, advance or reduce the Auction Trade Session timings as and when it deems fit and necessary by notifying the Members.

4.2.7.4. TRADING CYCLE

Trading Cycle is the entire process of Trading of electricity on the exchange including but not limited to placing bids, trading, matching and scheduling. The Trading Cycle of the Exchange would be in accordance with relevant provisions of the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 as amended from time to time for open access and scheduling procedure. The Exchange reserves the right to make amendments to this procedure by notifying it through a Circular from time to time.

4.2.7.5. TRADING PARAMETERS

For the Green Term Ahead Market the detailed Contract specifications are given as Annexure I G to I J below. These Contract Specifications will form an integral part of

these Business Rules and shall be binding on all Members and their Clients trading on the Exchange. Any Contract entered into in violation of these norms or not conforming to the Rules, Bye laws, Business Rules of the Exchange and/or other applicable laws shall be considered as void.

4.2.7.6. Trading System

For the facilitation of trading, PXIL provides a common platform to the participants for entering the buy & sell orders.

4.2.7.7. Trading Methodology

The trading methodology followed would be as defined in Annexure V of the Business Rules and the Circulars issued by the Exchange from time to time.

4.2.7.8. Auction Timings

This defines the specified time period during which the participants would place their buy/sell orders once the session is made available

4.2.7.9. Minimum Bid Volume

This defines the minimum quantity of electricity trade that needs to be entered in the trading system for it to be considered for matching.

4.2.7.10. Delivery Days

The Delivery would be for the contract period specified above based on the application submitted to RLDC /SLDC and approved by Nodal RLDC and scheduled by RLDCs/SLDCs.

4.2.7.11. Delivery Period

The Delivery Period shall be in accordance with Contract entered by Market participants and may include any period from 00:00 hours of 1st day of the contract period to 24:00 hours of the last day of the Contract period or as notified by the Exchange from time to time.

4.2.7.12. Delivery Point

The Delivery Point shall be as per the Point of connection defined for every selling entity as provided in Central Electricity Regulatory Commission (Sharing of Inter-State

Transmission Charges and Losses) Regulations, 2020 as amended from time to time or any other Regulation notified by CERC.

4.2.7.13. Traded Schedule vs. Actual Schedule

For the purpose of the Contract in the Term Ahead market, the actual schedule shall be worked out after incorporation of transmission losses in kind on the traded schedule.

4.2.7.14. Transmission Losses

As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time or any other Regulation notified by CERC.

4.2.7.15. Transmission Charges, Scheduling Charge, System Operation Charge and any other Charge

Transmission Charges, Scheduling Charge, System Operation Charge and any other charge will be levied as per the Contract Specification and according to the provisions of CERC (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020, CERC (Open Access in inter-State Transmission) Regulations, 2008 and CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 as amended from time to time or any other Regulation notified by CERC.

The delivery point shall be at the Regional periphery of the respective Seller. Hence, the following shall be applicable:

- a) Buyer shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Buyer is located.
- b) Seller shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Seller is located.
- c) In case both the Buyer and Seller are from the same Region then the RLDC operating charges shall be shared equally between the Buyer and the Seller.
- d) In case of intermediate region, the intermediate RLDC operating charges shall be shared equally between the Buyer and the Seller.

4.2.7.16. Invalidation of a Traded Contract

The Exchange may invalidate a matched Contract if according to the Exchange, a Member has attempted to conclude the transaction in violation of the Bye-laws of the Exchange or with an intention of:

- a) Price manipulation
- b) Price rigging
- c) Price distortion
- d) Manipulative or attempted manipulative activity
- e) Transactions that are misleading or deceptive, or are likely to mislead or deceive
- f) Any other activity as may be notified by the Exchange from time to time

4.2.7.17. Fulfilment of Contractual liability

Members can fulfil their contractual liabilities only through physical delivery and not by financial settlement

4.2.7.18. Settlement Guarantee

Subject to the Bye-Laws, the Exchange shall guarantee the Settlement of all the trades done on the Exchange in accordance with the Bye-Laws of the Exchange. The Settlement Guarantee of the Exchange is confined only to the extent as may be prescribed in the applicable laws from time to time.

4.2.7.19. Governing Law & Jurisdiction

Every Contract executed as per Bye-laws of the Exchange shall take effect as a Contract made in Mumbai and shall be governed by the laws of India under the jurisdiction of the Courts of Mumbai.

4.2.7.20. Types of Order

The types of Order shall be informed to participants by issuance of Circular from time to time

4.2.7.21. Order Validation

The bids and offers entered by the Approved Users into the trading system would be validated by the Exchange as per various parameters of Price/Quantity/Margins, etc. decided from time to time. Only after successful validation the Orders would be

accepted by the Exchange. Members shall be solely responsible for the accuracy of details of Orders entered into the Trading System including Orders entered on behalf of their Clients.

4.2.7.22. Matching Rules

Matching Rules would be as per sub section III of the Annexure V to the Business Rules and Circulars issued by the Exchange from time to time. The Exchange reserves the right to introduce Continuous Trade Matching methodology, Collective Uniform Pricing, Discriminatory price mechanism or any combination thereof for any Contract based on requirement received from market participant. The auction type could be Double Sided Closed or Open Auction. The Exchange reserves the right to revise the Matching rule applicable for the Green Term Ahead Products among the three matching methodologies by issuing a Circular informing the market participants about the same. The Exchange also reserves its right to modify or change the matching rules as per any of the methodology prescribed in Annexure V to the Business Rules as would be felt relevant and necessary to do so, subject to the approval of the CERC.

During and at the end of a Trading Session, the Exchange shall provide various reports to the Members including the Provisional Obligation Report, Final Obligation Report and other relevant matters. Based on the Exchange's Reports, the Members can inform their Clients about their successful trades along with their Obligation.

4.2.7.23. Settlement

Based on the application made by the Exchange, RLDC would arrange to schedule the cleared trades that would reflect in the Day-Ahead schedules of the respective RLDCs/SLDCs.

4.2.7.24. Certificate of Purchase

The Exchange shall issue a Certificate of Purchase of Renewable Energy to the Buyer identifying the quantum of Solar / Non-Solar renewable energy purchased in a transaction.

5. Clearing and Settlement of Funds

5.1. Clearing Banks

The Exchange shall designate banks as Clearing Banks for transfer of funds between Members(s) or Clients, as applicable and the Exchange. Exchange reserves right to include or exclude any banks as Clearing Bank.

The empanelled Clearing Bank(s) shall act as an agent of the Exchange or Clearing Agency for collection and payment of funds towards Settlement obligations, margins and such other dues.

5.2. Members or Clients accounts with Clearing banks

All Members or Clients, as applicable, eligible for Clearing would open a Settlement account with any of the designated Clearing Banks.

5.3. Settlement account

The Member or the Client, as applicable, will not have cheque book facility for issuing cheque to any third party or outsiders. The Member can only issue cheque for transfer of money from this account to its Client account in the same clearing bank. Apart from such transfer, only the Exchange will have power to withdraw money from this account by way of direct debit instruction. In respect of all Pay-in, Margins, operating charges, transmission charges, taxes, duties, surcharge, cess and other levy applicable from time to time, the Exchange will send direct debit instructions to the bank advising them to debit Settlement Account of the respective Member or the Clients, as applicable, by such payable amount. Similarly, the Exchange will credit the pay out, refund of Margins to this account only. The Member will not use the Client's funds for meeting his own obligation. The Members or the Client, as applicable, shall authorize the banks to block the funds in the Settlement account to the extent of the pay in obligation of the Member or the Client, as applicable, till the time the obligation has been fulfilled by the Member or the Client. The Exchange may provide a facility to Member and/or Client for depositing the money either directly from their bank account or with the assistance from the Bank, FI, PFI, or NBFC through any financial instruments as may be decided by the Exchange for settlement obligation in a designated common account of the Exchange. The details of the account would be notified by the Exchange from time to time.

5.4. Client Account

In addition to the Settlement Account, Clearing Member will have to open a Client Account in the same bank as that of the Settlement Account. The Clearing Member can deposit all cheques, cash, and other payments received from the Client and from this account it should issue cheques to its Clients towards their receivable amount. The Clearing Member may have cheque book facility in this account and it may also be entitled to issue transfer instructions to the bank for transferring money from this account to the Settlement account to meet its pay in or Margin obligations.

5.5. Exchange's account with Clearing Banks

The Exchange shall maintain its account with all the Clearing Banks and all the monies received from the Member or Client, as applicable, towards Pay-in and margin, shall be used appropriately for Settlement and/or margin enhancement.

5.6. Change in Clearing Banks

In case a Clearing Member wants to close a Settlement account with one designated Clearing Bank and to open a Settlement account with another designated Clearing Bank the Member shall follow procedure as per the circular issued by the Exchange.

5.7. Clearing holiday

The Exchange shall notify the Clearing holidays from time to time.

5.8. Clearing House

Clearing House means the Entity identified and approved by Exchange for facilitating Settlement of trades and all functions incidental to Clearing of trades done or executed on the Exchange and shall mean the Exchange if function of such Settlement or Clearing of trades is performed by the Exchange itself or through its agency.

5.9. Functions of Clearing House

The Clearing House will collect deposits from the Members, effect pay in and pay out and monitor Settlement process. For carrying out such activities, it may appoint various agencies as its agents and may delegate such activities and responsibilities to such

agencies, as it may desire. Save as except if it is scheduled otherwise by the Exchange funds Settlement shall be carried out as per timeliness specified by the Exchange.

5.10. Lien on Member's Deposits & Margins

A Member or Client, as applicable, is liable to clear all the dues against its membership and Trading liability irrespective of whether such liability is generated on its own account or on behalf of its Clients. When a Member or a Client, as applicable, defaults in making such payment to the Clearing House or to the Exchange account as applicable all deposits, Margins, funds payout and other assets of such defaulter Member or Client, as applicable, lying with the Exchange shall be under lien and first charge of the Exchange, irrespective of the fact whether such assets or deposits belong to the Member or its Clients. No Client or any other person shall have any claim any charge or right on any such deposit, margins under any circumstances.

5.11. Notices and directions

All Members or Client, as applicable, shall comply with the instructions, resolutions, orders, notices, directions and decisions of the Relevant Authority in all matters connected with the operations of the Clearing House.

5.12. Liability of the Clearing House

The only obligation of the Clearing House in this matter shall be to facilitate payment in respect of the Contracts for purchase /and sale of Contracts made available by Exchange from time to time.

5.13. Liability of the Exchange

Notwithstanding to the provisions of the Bye-Laws, no liability shall attach either to the Exchange, its officials, or to any of the Committees or any Member of the Committees by reason of anything done or omitted to be done by the Clearing House in the course of its operations.

5.14. False or misleading statements

The Exchange may fine, suspend or expel a Member who makes any false or misleading statement in any communication required to be submitted in conformity with

these Business Rules or any resolutions, orders, notices, directions and decisions of the Clearing House.

5.15. Bank holiday

Bank holidays shall be informed by the Exchange based on the RBI guidelines.

5.16. Pay-in from the Buying Members

Pay-in from the Buying Members or Buying Client, as applicable, as per the final obligation report shall be carried out as per the timelines specified by the Exchange. Clearing Members or Clients, as applicable, shall instruct their Clearing Bank to provide sufficient funds in their Settlement account or fund the Exchange account, as applicable, towards their pay-in obligation including operating charges, transmission charges, taxes, duties, surcharge, cess and other levy applicable from time to time.

If there is any shortage in meeting monetary obligations by a Clearing Member or Client, as applicable relating to debits into a Settlement account, the Clearing Bank shall forthwith report such instances of shortage to the officer of the Exchange or Clearing Agency designated for the purpose in a mutually agreed mode of communication.

Non-fulfillment of either the whole or part of the Settlement obligations will be treated as a violation of the Rules, Bye-Laws and Business Rules and will attract penal charges as stipulated by Exchange from time to time.

Clearing Member or Client, as applicable shall also pay transmission and Operating charges to the Exchange as per the Procedure Prescribed by the Exchange from time to time.

5.17. Payout to the Selling Members

Payout as per the final obligation report shall be carried out as per the timeliness specified by the Exchange. As per Exchange's instruction the Clearing Bank shall credit the Selling Member's Settlement account or the Client's registered Bank account, as applicable, after deducting various charges including but not limited to transmission charges, operating charges, taxes, duties, surcharge, cess and other levy applicable from time to time.

In case of unwinding of trade, the buyer Member or Client, as applicable, shall be refunded amount towards trade value net of any charges which may have been incurred by the Exchange.

Settlement of Members Obligations for Members having Settlement bank account

5.17.1. Pay in

The Exchange shall first debit the Member's ledger with the Exchange for pay-in subject to the Minimum Cash Margin (refer point no. 1.3). In case, the funds in the Member's ledger with the Exchange is short, The exchange shall debit the free amount available in the Member's ledger with the Exchange and then debit the available cash in the Settlement account.

5.17.2. Payout

The Exchange shall credit the Member's Settlement bank account for pay-out subject to the Minimum Cash Margin (refer point no. 1.3).

Netted obligations amount credited or debited to Members bank account for pay-in and payout:

Currently, the funds transfer for the pay-in and payout from and to the Settlement account is done for each charge heads viz cost of power, transmission charges, application charges, exchange transaction charges, funds withdrawal, margin call etc. separately and hence there are numerous bank transactions for the settlement.

In PRATYAY, these transactions for the settlement date shall be netted and a single bank transaction for the netted amount shall be done.

The details (components) of the transactions will be available in the Ledger report provided in the system.

Illustration:

Suppose for a Clearing Member the following obligations are to be settled:

S no	Particulars	Due date	Pay-in Amount (Rs.)	Payout Amount (Rs.)	Net amount (Rs.)
1	Cost of power weekly bought	01-01-2020	10,00,000		
2	CTU	01-01-2020	57,890		
3	STU	01-01-2020	10,330		
4	Application RLDC	01-01-2020	5,000		
5	Operating charges	01-01-2020	2,000		
6	Cost of power intraday - sold	01-01-2020		50,000	
7	Operating charges	01-01-2020	2,000		
8	Total		10,77,220	50,000	10,27,220

In PRATYAY, the net amount Rs. 10, 27,220 shall be debited from the Clearing Members ledger as Pay-in is greater than Payout for the settlement date. In case the Payout amount is greater than the Pay-in amount, the netted amount shall be credited to Clearing Members settlement bank account. However, the bank statement will show the netted amount.

5.18. Exchange Fees

The Exchange shall charge a transaction fee on the transactions registered with the Exchange. Such transaction fee will be computed on value basis or volume basis, as may be decided from time to time, which will be computed on both purchases and sales separately. Transaction fees will be exclusive of all taxes, duties, surcharge, cess and any other levy applicable from time to time. Such taxes, duties, surcharge, cess and any other levy if applicable will be billed separately either on periodic basis or on daily basis and will be recovered from the Settlement account/ registered bank account of the Member or Client, as applicable.

Any fees, tax or levy if applicable, may be collected with retrospective effect or from the date as may be directed by the Relevant Authority and/or Applicable Laws from time to time.

5.19. Risk Management

5.19.1. A Member or Client, as applicable, is allowed to transact only when it maintains the requisite Margin, including any additional Margin, as may be Prescribed, for the type of Contracts. Such Margin has to be deposited upfront to enable the Member or Client, as applicable, to bid, clear and/or schedule power. Members or Clients, as applicable, may bring in the required margins in their Settlement Accounts and instruct the Clearing bank to transfer to or fund the Exchange Account and inform the same to the Exchange.

In case the Member or the Client, as applicable, have insufficient margin during the process of transaction at any time, except at the time of bid submission, the Exchange has the right to debit the settlement account and credit the Exchange account or cancel the trades and levy penalties as may be Prescribed.

5.19.2. The Exchange may block the amount from the available/existing margin deposits. The Margin that may be blocked, including but not limited to, is as under:

5.19.2.1. Pre-bid margin: Pre-bid margin is applied at the time of order entry.

5.19.2.2. Pre-Trade margin: Pre Trade Margin would be verified before matching process is initiated. All the orders for which pre trade margin validation fails would be cancelled and no match would be done for such orders.

5.19.2.3. Post-Trade margin: Post-trade margin is applied on the trade (matching).

5.19.2.4. Delivery margin: Delivery Margin is applied on pending delivery records and delivery date slab wise different margin % could be defined.

Charge Margin: The transmission, operating, application and any other applicable statutory charges margin can be made applicable at any stage of trade processing i.e. pre-bid, pre-trade, post trade, application creation, and application response.

6. MEMBER CLIENT RELATIONSHIP

- 6.1.** The Member Client obligations detailed herein will apply mutatis – mutandis to different categories of Members as may be applicable in relation to their rights and responsibilities as permitted or Prescribed by the Relevant Authority or Applicable Laws from time to time.
- 6.2.** Every Client of the Member shall be allocated a unique Client Code. The Exchange would enable the Clients after receiving all the necessary details in the required format. If the Member wants to trade on his own behalf a unique Client Code would be allocated.
- 6.3.** Every Member shall enter into an agreement with its Clients as specified in Annexure II before allocating the Client Code. Such agreement shall include clauses specified by the Exchange from time to time based on the categorization of Clients made by the Exchange from time to time. A Member intending to trade on its own account as Client need not sign such agreement.
- 6.4.** The Member's responsibility shall not in any way be reduced due to non-execution of agreement with the Client. The Member will be free to add more clauses in the specified agreement; however, no additional clause should in any way dilute the content or purpose of the clause stated in the specified agreement by the Exchange.
- 6.5.** When establishing a relationship with a new Client, Trading Members must take reasonable steps to assess the background, genuineness, financial soundness and Trading objectives of such Client.
- 6.6.** The Member shall obtain
- From all Corporate Clients an approved copy of the Board resolution permitting Trading in Electricity Contracts
 - A copy of Power Purchase or Sale Agreement(s) with a grid connected entity from Trader Clients.
 - Any other relevant documents

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- 6.7.** Member shall make the Clients aware of the precise nature of the Member's liability for business to be conducted, including any limitations on that liability and the capacity in which the Member acts and the Client's liability thereon.
- 6.8.** The Member shall make the Client aware of the risk associated with the business in Electricity Trading including any limitations on the liability and the capacity in which the Member acts and the Client's liability thereon by issuing to the Client a copy of the Risk Disclosure Document as specified in the Annexure III. The Risk Disclosure Document shall be duly signed by the Client and maintained and retained by the Member in its records for such period as the Exchange may specify.
- 6.9.** The Member shall provide extracts of relevant provisions governing the rights and obligations of Clients as Clients of Trading Members as Prescribed in the Bye-laws, Rules and Business Rules, relevant manuals, notifications, circulars, any additions or amendments thereto etc. of the Exchange, or of any Applicable laws, to the extent it governs the relationship between Members and Clients at no extra cost to Clients.
- 6.10.** The Member shall also bring to the notice of his Clients any indictments, penalties etc. imposed on him by the Exchange or any other regulatory authority.
- 6.11.** No Member or person associated with the Member shall guarantee a Client against a loss in any Trading on the Exchange affected by the Member with or for such Client.
- 6.12.** The Member shall not recommend to the Client a sale or purchase Electricity Contracts traded on the Exchange, unless he has reasonable grounds to believe that such recommendation is suitable for the Client on the basis of the facts, if any, disclosed by the Client, whether in writing or orally, with regard to the Clients' financial soundness and Trading objectives.
- 6.13.** The Member shall make adequate disclosures of relevant material information in dealing with the Client including the latest System/ Bid Area Prices or any relevant announcement from the Exchange relating to margin, Trading restrictions as to price, quantity or where the Member is the counter party to a trade executed on the Trading system with the Client.

- 6.14.** The Member shall not furnish any false or misleading information or advice with a view to inducing the Clients to do business on the Exchange and which will enable the Trading Member to gain thereby.
- 6.15.** The Member shall explain the Trading System and Order matching process to the Client.
- 6.16.** The Trading Member shall provide the Client with a Contract Note or such other transaction details/notes for the trade executed in the specified format as per Annexure- IV or in such format as Prescribed by the Exchange from time to time.
- 6.17.** The Member shall at all times keep the monies of the Client in the Client Account maintained with the Clearing bank. The Member shall not use this money for its own transactions or for transactions of such other Client or for any purpose other than Margin and pay in relating to transactions entered into by such Client paying the margin. In case, Member is Client of its own, it does not need to maintain a separate account.
- 6.18.** It will be responsibility of the Members to inform their Clients about the successful trades and their physical and financial obligations, based on the Exchange's reports received by them.
- 6.19. Access to the Trading System**
- 6.19.1.** Every Client can take a direct access to the Trading System by becoming an Approved User of that Member and take the unique Trader Code (to be used as login id) and a password from their Member and get it enabled from the Exchange.
- 6.19.2.** The Exchange will allocate financial limits to each of the Members based on the deposits and margins placed by the respective Members or arranged to be placed on behalf of such Member with the Exchange. These limits would determine the total value of Orders which Member and its Clients can place through the Trading System.
- 6.19.3.** The Members in turn will allocate financial limits to their Clients, if any, on which basis such Clients would be allowed to put in Orders in the Trading

System. Members should allocate the limits based on the deposits made by the Client with the Member.

6.20. Client Authorisation to the Member for Putting in Trades

6.20.1. The Member should take an undertaking from the Client in the specified format, issued through a Circular, if the Client desires the Member to submit Orders on his behalf.

6.20.2. If the Member is placing the Orders on behalf of the Client and where the Client requires an Order to be placed or any of his Order to be modified after the Order has entered the system but before the end of Auction Trade Session, the Member may, if it so desires, obtain Order placement/modification details in writing from the Client. The Member shall accordingly provide the Client with the relevant Order confirmation/ modification slip or copy thereof, forthwith, if so required by the Client. Similarly where the Client requires any of his Orders to be cancelled after the Order has been entered in the system but before the end of Auction Trade Session, the Member may, if it so desires, obtain the Order cancellation details in writing from the Client. The Member shall accordingly provide the Client with the relevant Order cancellation details, forthwith, if so required by the Client.

6.20.3. The Member shall not accumulate Client's Orders. The Member shall place forthwith all Orders on the Trading System

6.20.4. The Member shall act promptly in accordance with instructions provided by the Client unless it has discretion as to timing, in which case it must exercise its judgment as to the best moment.

6.20.5. The Member shall collect adequate deposits from its Client before entertaining any Order from it.

7. SURVEILLANCE

- 7.1.** The Exchange shall constitute a Market Surveillance Committee, the constitution, duties, rights and functions of which shall be in lines with the Power Market Regulations and/or Applicable laws as modified / altered by the Commission from time to time
- 7.2.** The Exchange shall have the right to take appropriate actions in such cases to ensure market integrity and to avoid market abuses; the Exchange will use various on-line and off-line surveillance tools including but not limited to recording of all conversations through telephone lines with the personnel of the Exchange.
- 7.3.** CERC shall have the right to carry out checks at any time to ensure that the surveillance mechanism at the Exchange is in effective operation and pass appropriate Orders.
- 7.4.** The Exchange will monitor bid movement, market behaviour, bid rigging, bid manipulation and other market abuses. Any unwarranted change in bid pattern or trend will be brought under the notice of the Relevant Authority and suitable action as required in the public interest will be taken.

7.5. Validation of Orders

Members are required to ensure that bids and offers are in conformity with relevant regulatory provisions. In order to avoid any abnormal Orders being put by the Exchange Members like high bid or offer rate, bids quantity or offer quantity submitted higher than the declared capacity/demand by the Member, or the maximum quantity of purchase or sale as allowed in the Standing Clearance issued by SLDCs under CERC Regulations, the Exchange will validate such Orders either through software or manually on a daily basis, wherever possible. Further, the Order value of the Member will also be compared with the available limits of such Member for any over utilization. When the bids/orders are validated at the submission stage, the disqualified orders may automatically get rejected by the Trading System. Approved Users are required to check the order status in Trading System after submission of order.

7.6. Correlation with Unscheduled Interchange (U.I.)

The trend in the U.I. rate and the prices in the Exchange may be compared for any major differences. In case of individual Member, its trend of Trading on the Exchange may also be compared with his U.I. obligations. Further, in case of continuous and heavy default on U.I. payment by any Member, the Exchange has authority and discretion to suspend the Member, and /or impose any additional penalties that the Exchange may consider fit to impose, among other things. Any entity or the principal or subsidiary or sister concern of an entity defaulting in payment of the transmission charges, UI charges, and the fees and charges for the National Load Despatch Centre, Regional Load Despatch Centres and ULD&C schemes may be barred by the Commission from selling through the Exchange.

8. INSPECTION

8.1. Inspection Authority

8.1.1. Where it appears to the Exchange so to do, it may appoint one or more persons as inspecting authority to undertake inspection of books of accounts, other records and documents of the Members for any of the purposes

- a) The Inspecting authority appointed by the Exchange may be either its own officials or outside professionals.
- b) When the Exchange appoints outside professionals as an inspecting authority, it shall notify the Member the names and addresses of the professionals or firms so appointed as an inspecting authority at the time of inspection.
- c) When outside professionals are appointed as an inspecting authority in respect of a Member and such professionals are already related in any other capacity with the Member then such Member shall forthwith inform the Exchange of such relationship.
- d) Where after appointment of any outside professional as an inspecting authority in respect of a Member, the Member or any of its associates engages the inspecting authority for its services in any other capacity, the inspecting authority shall not engage itself in such other professional capacity with the Member or any of its associates without prior consent of the Exchange.

8.1.2. The purposes of the inspection could be, namely :

- a) to ensure that the books of accounts and other books are being maintained in the manner required;
- b) to ensure that the provisions of Applicable law thereunder are being complied with;
- c) to ensure that various provisions of Rules, Bye Laws, Business Rules and any other Circulars of the Exchange issued thereunder are being complied with;

- d) to investigate into the complaints received from Clients, other Members of the Exchange or any other person on any matter having a bearing on the activities of the Member;
- e) to investigate suo-motu, for any reason where circumstances so warrant an inspection into the affairs of the Member in public interest;
- f) to examine whether any notices, circulars, instructions or orders issued by the Exchange from time to time relating to Trading and other activities of Members are being complied with;
- g) to comply with any of the directives issued in this behalf by any regulating authority including Government of India.

8.2. Notice

8.2.1. Before undertaking any inspection, the Exchange shall give a reasonable notice to the Member for that purpose.

8.2.2. Notwithstanding anything contained herein, where the Exchange is of the opinion that no such notice should be given, it may direct in writing that the inspection of the affairs of the Member be taken up without such notice.

8.2.3. Exchange officials or the inspecting authority who is directed by the Exchange to undertake the inspection, shall undertake the inspection and the Member against whom an inspection is being carried out shall be bound to discharge his obligations as provided by the Exchange from time to time.

8.3. Obligations of a Member on Inspection

8.3.1. It shall be the duty of every director, officer and employee of the Member, who is being inspected, to produce to the inspecting authority such books, accounts and other documents in his custody or control or arrange to produce where such books, accounts and other documents when they are in any other person's custody or control and furnish him such statements and information within such time as the said inspection authority may require.

8.3.2. The Member shall allow the inspecting authority to have reasonable access to the premises occupied by him or by any other person on his behalf and also

extend reasonable facilities for examining any books, records, documents and computerised data in his possession or any other person and also provide copies of documents or other materials which in the opinion of the inspecting authority are relevant.

8.3.3. The inspecting authority, in the course of inspection shall be entitled to examine or record statements of any Member, director, officer and employee of the Member or of any associate of such Member.

8.3.4. It shall be the duty of every director, officer and employee of the Member or where an associate is examined, such associate to give to the inspecting authority all assistance in connection with the inspection which the Member may be reasonably expected to give.

8.3.5. The inspecting authority shall be entitled to examine the records relating to the Member's financial affairs held with its bankers or any other agency which the inspecting authority may find it relevant.

8.3.6. The inspecting authority shall have access to accounts and other records relating to the Member or such access as authorised by the Exchange to accounts and other records relating to any associate of the Member as are within the power of the Member to provide.

8.4. Submission of Report

8.4.1. The inspecting authority shall, as soon as possible submit an inspection report to the Exchange.

8.4.2. All documents, papers, returns or their copies submitted to the inspecting authority may be retained by it on behalf of the Exchange. It shall maintain complete confidentiality thereof and no disclosure of any information contained therein shall be made to any person, firm, company or authority unless required by any law for the time being in force and without approval of the Exchange in this regard.

a) The Exchange shall after consideration of the inspection report communicate the findings to the Member to give him an opportunity of

being heard before any action is taken by the Exchange on the findings of the inspecting authority.

- b) On receipt of the explanation, if any, from the Member the Exchange may call upon Member to take such measures as the Exchange may deem fit in public interest.
- c) Notwithstanding anything contained herein, where the Exchange is of the opinion that no such hearing should be provided in certain circumstances, it may take action forthwith without giving an opportunity of being heard.

8.5. Collection and Dissemination of Information

8.5.1. The Exchange may call upon the Members to furnish such information and /or explanation with regard to any constitution, dealings, Settlement, account and/or other related matters.

8.5.2. The Exchange shall maintain the details of the clients of the Members in confidence and that it shall not disclose to any person/ entity such details of the client as mentioned in the client registration form or any other information pertaining to the client except as required under the law or by any authority.

8.5.3. Notwithstanding anything contained in any of the regulations, the Exchange may at its discretion disseminate to other Exchanges or regulatory authorities or to the general public, any information including information relating to any trades, dealings, Settlement of dealings, accounting, disciplinary action initiated/taken against Members and/or other matters relevant for enforcement or regulatory purposes.

9. Force Majeure

- 9.1.** The Exchange shall be absolved from and shall not be liable for any failure to perform its obligations in case of Force Majeure event arising from acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption/failure of Electricity or interruption/failure of any communication services/links [including telephone, internet, Vsat etc], or any other circumstances beyond its control.
- 9.2.** The Exchange including its buyers and sellers, shall keep each of the National Load Despatch Centre, Regional Load Despatch Centres and State Load Despatch Centres indemnified at all times and shall undertake to indemnify, defend and save the National Load Despatch Centre, Regional Load Despatch Centres and State Load Despatch Centres against any claim for damages, losses, and actions, including those relating to injury to or death of any person or damage to property of any person, demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions at the Exchange.
- 9.3.** The Exchange, including its buyers and sellers, shall keep each of the National Load Despatch Centre, Regional Load Despatch Centres and State Load Despatch Centres indemnified at all times and shall undertake to indemnify, defend and save the National Load Despatch Centre, Regional Load Despatch Centres and State Load Despatch Centres harmless from any and all damages, losses, claims and actions arising out of disputes among buyers and sellers, as well as with power Exchange inclusive of confidentiality issues.

10. Conflict between Rules, Bye Laws and Business Rules

In event of any conflict between Business Rules and Bye Laws, the contents of Bye Laws shall supersede and in the event of any conflict between Rules and Bye Laws or Rules and Business Rules, the Rules shall supersede. Without prejudice to the generality of above, in case of any ambiguity or any confusion with regard to any of the provisions of Business Rules, the clarification given by Exchange shall be binding.

Annexure I – Contract Specifications

Annexure IA

PXIL Day Ahead Electricity Market Contract Specifications

Type of Market	Day Ahead
Trading System	PXIL
Trading Methodology	Double Sided closed bid auction with uniform market clearing price (Refer to Annexure V-I)
Auction Timings	10.00 am to 12.00 noon (Day T)
No. of Contracts per day	96 Contracts (15 minutes time slot each) for next day delivery (Day T+1)
Minimum Bid Volume	1 MW or as allowed by CERC from time to time
Minimum Volume Quotation Step	0.01 MW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	Periphery of Regional Transmission System in which the grid-connected Exchange entity, is located.
Transmission charges	<ol style="list-style-type: none"> Inter-State Transmission System: As Per Central Electricity Regulatory Commission (Open Access in inter-State Transmission Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time. State Transmission System: As per the concerned State Electricity Regulatory Commission's Regulations and/or CERC (Open access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time.
Transmission Losses	Payable in kind from delivery point to its grid connection point.
Settlement Price(s)	The Market Clearing prices of the respective Bid Zones

Pre-Bid Margin	20% of the bid amount or seven days trade average, whichever is higher
Pre-Trade Margin	100% of the provisional matched trade obligation based on Available Transfer Capability (ATC) for buyers only
Post-Trade Margin	100% of the Final matched trade obligation value for buyers only

In case of multiple orders placed by participants for DAS, each order for the same time slot respectively shall be cleared on incremental basis. This means that all the orders qualifying for matching among the orders which are in favor of the Market Clearing Price (MCP), all the Orders independent of each other will be cleared as per the matching rules prescribed in the Business Rules.

Illustration:

Members can submit multiple Orders for different quantities at different rates. If the buyers submits the Orders as follows:

Price (Rs.)	2,000	5,000	7,000
Quantity	200	70	50

The above order entry implies the following:

Buyer will buy quantity of 50 If the MCP is 7000 or below but greater than 5000

Buyer will buy quantity of 50 + 70 (120) If the MCP is 5000 or below but greater than 2000

Buyer will buy quantity of 50 + 70 + 200 (320) If the MCP is 2000 or below.

If the seller submits the Orders as follows:

Price (Rs.)	7,000	5,000	2,000
Quantity	200	60	50

The above order entry implies the following:

Seller will sell quantity of 50 If the MCP is 2000 or above but less than 5000

Seller will sell quantity of 50 + 60 (110) If the MCP is 5000 or above but less than 7000

Seller will sell quantity of 50 + 60 + 200 (310) If the MCP is 7000 or above.

Risk Management:

A Member or the Client, as applicable, is allowed to Bid (buy) and/or its power will be scheduled only when it maintains the following margin deposit:

Pre-Bid Margin - The margin deposited by the Member or the Client will be applicable as Prescribed from time to time. Currently it shall be 20% of the Value of bid or seven days trade average, whichever is higher

Margin Call: The Member or the Client shall be given a margin call on the acceptance of the bid by the system which shall be equivalent to the bid quantity multiplied by average area price of the last seven days or average of last seven days trade obligation of the Member or as decided by the Exchange and this margin call will also include transmission, operating and such other charges as may be applicable. The Member has to make good the margin call before the closure of bid session.

Pre-trade Margin – This shall be 100% of the provisional matched trade obligation based on Available Transfer Capability (ATC) as informed by NLDC including applicable charges or as Prescribed. The Member has to ensure that sufficient margin is available at the time of trade matching which shall be equivalent to the matched trade value and other applicable charges. After receiving the ATC for the Exchange from the NLDC and after ensuring availability of margin of the buyer Member or Client, as applicable, the Exchange processes the final bid matching solution. During this process, the Exchange may reject (fully or partially) the bid of the Buyers, who do not have sufficient pre-trade margin in their account. Once the Pre-trade margin is applied, Pre-bid margin would be released.

Post-trade Margin – This shall be 100% of the Final matched trade obligation value. In case a Member or the Client, as applicable, fails to maintain sufficient applicable margins, the Exchange may cancel the allocation of its trades and transaction would not be processed for scheduling. The Exchange in such circumstances will revise the trade allocation by incorporating other bidders at lower price and who have sufficient balance in

their accounts. Any loss arising out of such instructions by the Exchange shall be borne by the defaulting Member or the Client, as applicable.

Trading Cycle for Day Ahead Market

Day – T (Day of Trading)

Time 10:00 to 12:00 hrs - Auction Trade Session: The Auction Trade Session would run from 10:00 to 12:00 hrs on all seven (7) days of the week except for the Exchange declared holidays. During this session Members (through their Approved Users) would be allowed to place bids for buying or selling of Electricity on the Trading System.

Time 12:00 to 13:00 hrs - Provisional Trade Matching: No fresh bids or revision of bids would be allowed by the system after the gate closure at 12:00 noon. The received bids would then be matched by the Exchange for each Contract (each 15minutes) by aggregating the supply and demand bids and finding out the Unconstrained Market Clearing Price (MCP) and the Unconstrained Market Clearing Volume (MCV) based on this matching

Time 13:00 to 14:00 hrs – NLDC Verification: The Exchange would send the details of the Electricity Flows (as obtained through the unconstrained market solution) on various corridors as specified by NLDC. NLDC would check the flows provided by the Exchange and in case of congested corridors, if any, convey to the Exchange the revised Available Transmission Capacity (ATC) on these corridors.

Final bid matching process: At 14:00 hrs the Exchange shall verify funds available in the Settlement Accounts / Margin of all provisionally selected Exchange Members. Those Members who have not brought sufficient funds (Pre-trade margin) may be provided a time window by Exchange at its discretion to bring in the requisite margin. New Members/clients may get selected in the bid matching process, which were not selected earlier but have sufficient funds in their Settlement Account.

Based on the ATC and funds made available by the Members, the Exchange will re-run the bid matching process at 14:30 hrs

Time 14:30 to 15:00 hrs – Application to NLDC: The Exchange would send the Application for Scheduling to NLDC after re-working the market solution based on the constraints provided by NLDC and funds made available by the members or the clients. The Exchange shall issue the Provisional Obligation Report to the Members by 14:30 hrs and based on it, make the application to NLDC by 15:00 hrs.

Time 17:30 hrs – NLDC would confirm the Final Schedules to the Exchange and the Exchange would issue the Final Obligation Report at 18:00 hrs.

The clearance/curtailment advice issued by National Load Despatch Centre to the Exchange at 14:00 hrs shall be on good faith basis. The clearance/curtailment advice by the National Load Despatch Centre shall not be binding and Central Transmission Utility, National Load Despatch Centre, Regional Load Despatch Centres and State Load Despatch Centres shall not have any financial liability on account of inability, for any reason whatsoever, to achieve the complete matching between the advice of National Load Despatch Centre issued at 14:00 hrs and the final schedules issued at 18:00 hrs.

Pay-in / Pay-out

The Exchange may prescribe the pay in and pay out timings for Settlement of trades done on the Exchange from time to time.

Pay-in of Funds by Buying Members:

Buying Member would have to bring in funds by the pay in time, specified by the Exchange/Clearing Corporation, as per the final obligation report for the respective value of trades cleared on Day T. Final obligations for the buyer Member shall include trade value, operating charges, transmission charges, taxes, duties, surcharge, cess and other levy applicable from time to time. Upon doing the Pay-in on Pay-in day, the blocked margins of the buying Members would be unblocked i.e. would be available as Trading margins.

Pay-out of funds to Selling Member

On the Pay-out Day the Exchange would pay-out funds to the Selling Members as per the Final Obligation Report for the respective value of trades cleared on Day T.

Pay-out will be made after deducting transmission charges, operating charges, taxes, duties, surcharge, cess and other levy applicable from time to time.

Pay-in Day	
After Obligation creation (by 17:00 hrs)	Pay-in of Funds by Buying Members
Pay-out Day (T+2)	
After 11:00 hrs	Pay-out of Funds by the Exchange to Selling Members

Penalty for contractual obligation:

Any default in providing the requisite margin by the buyer within the scheduled time shall be treated as termination of Contract and will have the following effects.

- a. The Transmission corridor booked for the Contract shall be cancelled by PXIL
- b. The Seller will be compensated by an amount equivalent to the bid security put up by Buyer discounting application fee to nodal RLDC and Penalty as at
- c. Exchange shall levy penalties on the Buyers for default in provision of margin to the extent as specified by the Relevant Authority from time to time.

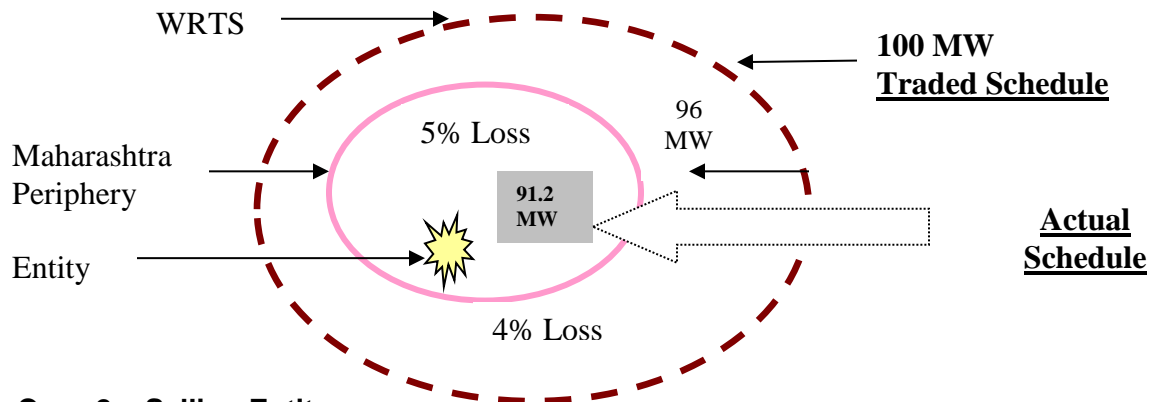
Traded Schedule vs. Actual Schedule

Illustration

Case 1 – Buying Entity

Location – Maharashtra

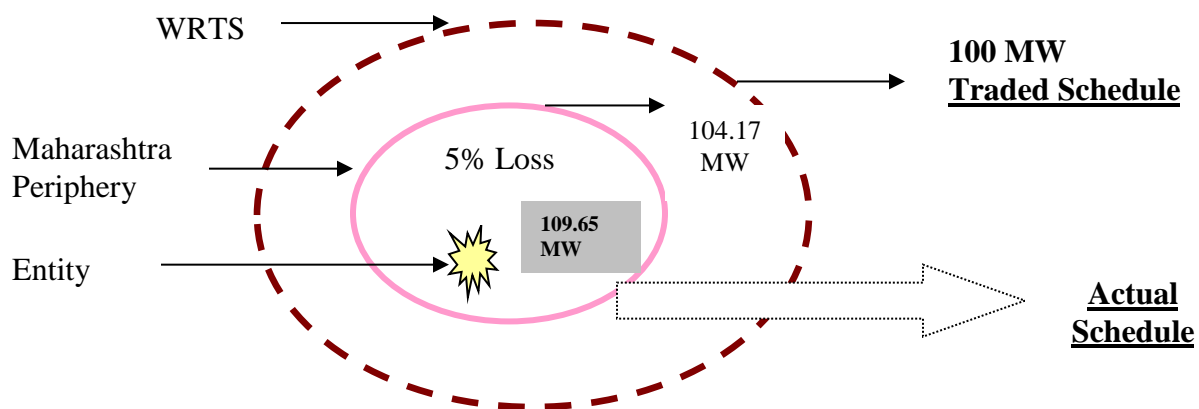
Quantum of Purchase on the Exchange – 100 MW



Case 2 – Selling Entity

Location – Maharashtra

Quantum of Sale on the Exchange – 100 MW



Annexure IB

PXIL Day Ahead Contingency Electricity Market Contract Specifications

1. Basic Contract Specifications

Type of Market	Day Ahead Contingency
Trading System	PXIL
Trading Methodology	Discriminatory price - Double sided Auction (Refer to Annexure V-II)
Auction Timings	16:00 to 17:00 hrs (Day D)
No. of Contracts per day	24 hourly Contracts for next day delivery (Day D+1)
Minimum Bid Volume	1 MW or as allowed by CERC from time to time
Minimum Volume Quotation Step	0.01 MW/10 kW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be on the state/regional periphery of the selling entity
Transmission charges	The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time and would be payable to the Exchange in cash.
Transmission Losses	The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

Settlement Price(s)	As per Matching Rules of Exchange – Mid-point of Buyer's and Seller's Price for each transaction
Pre- Bid Margin (at the time of bidding)	105% of the bid value from buyers or as defined by the Exchange from time to time.
Post-Trade Margin (after matching & Before Application to LDC)	100% of the total trade value and applicable charges or as defined by the Exchange from time to time. The Margin shall be recomputed on Application Acceptance or/and Real time curtailment. Once the Post-trade margin is applied, Pre-bid margin would be released. Once the pay-in for the trade is fulfilled, Post-trade margin would be released.

2. Auction Trade Session

The Auction Trade Session timings would be notified to the Members by the Exchange from time to time.

3. Margin

Buyer will do a daily Settlement. The payment security mechanism shall be as follows:- Members will have to make available the full Margins before submission of bids. For the unmatched trades, the margin will be carried forward from the Day Ahead Market.

The Contract will be cancelled in case sufficient margins are not maintained by the Members and appropriate penalty will be levied as determined by Exchange from time to time. In case of default in payment, the Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin collected by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.

4. Settlement

There would be a Daily Billing Cycle and Daily Payment. Buyer will make the payment on the delivery day and the Seller will receive payment one day after the delivery day for all the products. Exchange reserves its right to change the Settlement cycle from time to time as felt necessary.

5. Validity and Tenure

The Contract Period and validity will be notified by the Exchange from time to time.

6. Open Access from relevant LDCs

Both the Buyer and Seller agree to provide all the details or enter into any agreement as may be required by the concerned RLDC for providing Open Access.

7. NOC from SLDC

Buyer and Seller shall obtain necessary Concurrence from SLDC and or SEB for undertaking third party sale of power, if necessary. In case, the Member doesn't receive SLDC concurrence or receives concurrence for part of the quantity, the balance quantity will get closed out and Exchange will seek explanation from the Member. Exchange also reserves its right to levy penalty on the said Member, in case explanation is not found satisfactory.

8. Transaction Fee

To start with Transaction Fee for Longer Tenure Products will be kept at 1 paise per unit. Any modification regarding the same will be notified by Exchange through subsequent circulars. Transaction fee for the whole tenure of the product will be collected in advance alongwith the Open Access Charges to be paid to RLDCs.

9. Open Access Surrender & Penalty

In case Buyer surrenders Open Access application on request of Seller then all the penalties, damages, Trading margin and Open Access Charges, application fees, processing fees shall be borne by Seller and vice versa. Exchange reserves its right to change the Settlement cycle from time to time as felt necessary.

10. Default in Payment

In case of Default in payment by Member the Exchange will have the right to cancel the allocation of its trades and initiate appropriate action against such Member. The Exchange in such circumstance may levy penalty and will send application for revision of schedule as allowed in the "procedure of scheduling of bilateral transactions" and also may auction the quantity to other buyers. Loss arising shall be borne by the defaulting Member.

11. UI Charges

The Schedule and Despatch of power shall be coordinated with respective RLDCs/ SLDCs as per the relevant provisions of Indian Electricity Grid Code, various statutory regulations/orders of RLDCs and RPCs. In the event SELLER does not adhere to the schedule prepared and adopted by various Regional Load Despatch Centers/ State Load Despatch Centers (with the consent of SELLER and BUYER at the time of scheduling), and the non-adherence to the adopted schedule results in Unscheduled Interchange (U.I.) of power which results into any U. I. Charges, the same shall be borne by SELLER for that respective Matched Trade. BUYER shall pay to SELLER for the energy based on the implemented (final) schedule.

12. Power Supply & Scheduling

The evacuation of power is subject to technical and transmission corridor constraints and Force Majeure conditions. Scheduling and despatch of the power shall be coordinated by the Exchange with the respective RLDC/SLDC as per relevant provisions of IEGC and the decision of RLDC's & RPC's.

13. Liability and Default Compensation

The purchase of electrical energy by Buyer from Seller is with "Take or pay liabilities on either side" and as intimated by the Exchange from time to time.

14. Force Majeure

The supply of power from Seller to Buyer shall be subject to "Force Majeure" conditions, as defined in clause below.

"Force Majeure" means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the "non-performing party") to perform any of its obligations under this Agreement, and includes: -

- (a) Act of strike, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- (b) Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- (c) The expropriation or compulsory acquisition by any Government or Governmental agency of the Bulk Supply Business of Buyer;

- (d) Any curtailment/suspension/non availability of transmission capacity by intervening SLDCs and/or RLDCs
- (e) Change of Law
- (f) Regulatory intervention in the matter of power Trading as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court or any other Statutory Authority particularly related to rates at which power can be sold/ purchased/traded and also open access rules & grid codes. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the non-performing party shall notify the other party as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a) Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b) The non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

Force Majeure conditions for minimum Prescribed period of time as may be agreed by the Exchange in consultation with Regulator and NLDC.

15. Indemnification

Each Party shall indemnify, defend and hold harmless the other, its directors, Members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission, breach of Contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

Both the Parties agree to indemnify PXIL, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and

expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.

16. Dispute Resolution

If any dispute or difference of any kind whatsoever (“Dispute”) shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

(a) Parties shall attempt to resolve the dispute or difference through mutual discussions within 15 days.

(b) In case both the parties are unable to resolve the issue of dispute or difference, the matter will be referred to the Arbitration panel of PXIL. The following provisions shall then apply:

1. the rights and obligations of the Parties shall remain effective during the arbitration proceedings and the Parties shall continue to perform ;
2. the place of arbitration shall be Mumbai, India;
3. the language of the arbitration shall be English;
4. any Dispute submitted to arbitration shall be considered by three arbitrators from the Arbitration Panel of PXIL, two of whom shall be nominated by either party. If within 30 days of the receipt of a Party’s notification of the appointment of an arbitrator, the other Party has not notified the first Party of the arbitrator it has appointed, the first party may apply for the appointment of the second arbitrator in accordance with the Arbitration Act. The third arbitrator will be nominated by the two existing arbitrators or, failing such nomination within 30 days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.
5. each party shall bear its own costs pursuant to Arbitration. The costs and fees payable to the arbitrators shall be equally shared by the Parties unless decided otherwise by the arbitrators pursuant to the award of Arbitration.

Notwithstanding the existence of any Dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of the Product.

17. Termination of Agreement

In case Buyer doesn't make timely payment, Seller shall have right to terminate prevailing arrangement without prejudice to all the rights to recover the amounts due to Seller.

18. Notices and Correspondence

All notices for billing, load dispatch and correspondence must be delivered personally, by registered or certified mail or facsimile to Exchange at the following addresses mentioned: **Sumer Plaza, 9th floor, Unit no - 901, Marol Maroshi Road, Andheri(East), Mumbai-400 059, India.**

19. Authority

Both Parties agree, that they have all the legal power and authority to execute this Agreement and carry out the terms, conditions, provisions and covenants hereof.

20. Survival

The expiry or termination of this Agreement shall not affect any right of the party to receive payment as per the terms of this Agreement.

21. No Consequential or Indirect Loss

The liability of the Buyer and Seller shall be limited to that explicitly provided in this Agreement. Notwithstanding anything contained in this Agreement, under no event shall Buyer or the Seller claim from one another any indirect or consequential losses or damages.

22. No Waiver

No failure or neglect on the part of either Party to exercise any right or remedies under this Agreement and no single or partial exercise thereof shall preclude any further or other exercise of such rights and obligations. Further any delay or omission by either Party to exercise any right or power arising from any breach or default by the other Party in any of the terms and conditions or provisions of this Agreement shall not be construed to be a waiver of such breach or default or subsequent default of the same or other terms, conditions, provisions and covenants.

23. Governing Law

This Agreement shall be governed by and construed in accordance with laws of India.

Annexure IC

PXIL Weekly Electricity Market Contract Specifications

1. Basic Contract Specifications

Type of Market	Weekly
Trading System	PXIL
Trading Methodology	Discriminatory price - Double sided Auction (Refer to Annexure V-II)
Auction Timings	10.00 am to 04.00 pm (Day D)
Minimum Bid Volume	1 MW or as allowed by CERC from time to time
Minimum Volume Quotation Step	0.01 MW/10 kW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be on the state/regional periphery of the selling entity
Transmission charges	The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 as amended from time to time, as amended from time to time and would be payable to the Exchange in cash
Transmission Losses	The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time.
Settlement Price(s)	As per Matching Rules of Exchange – Mid-point of Buyer's and Seller's Price for each transaction
Pre- Bid Margin	10 paisa per KWh from both buyers and sellers or as Prescribed.

Post-Trade Margin (after matching & Before Application to LDC)	45% of the total trade value or Equivalent to next 3 days of matched trade value whichever is higher from Buyers or as Prescribed. The Margin shall be recomputed on Application Acceptance or/and Real time curtailment. Once the Post-trade margin is applied, Pre-bid margin would be released.
Charge Margin	This margin would be applied at the time of Application creation or as Prescribed. Charge margin applicability is specific to a product and would be applicable either on buy side, sell side or both. The Margin shall be recomputed on Application Acceptance. Once the pay-in is fulfilled towards charges, charge margin would be released.

2. Trading Hour slots and Auction Trade Session

The Trading Hour slots are those time periods during which the contracted quantity has to be delivered for the entire Contract Period. The Weekly product can be traded over any or all of the Trading Hour slots. The Trading Hour slots and Auction Trade session will be notified by Exchange through Trading Calendar.

Trading Hour slots

Slot	Hours
Round the Clock	00 to 24 Hours
Morning Peak	6 to 10 Hours
Evening Peak	18 to 22 Hours
Day off Peak	10 to 18 Hours
15 Minutes or Multiple thereof	15 minutes or multiples or any combination thereof
The Time Slots would be Prescribed by the Exchange from Time to Time	

Auction Trade Session

The Weekly Auction Trade session for the operational day of the Exchange shall be notified from time to time

3. Margin

Buyer will do a daily Settlement. The payment security mechanism shall be as follows:-

Daily Payment - Buyer will furnish Guarantee, FD, Cash, Credit Limit, or any other such instrument as may be notified by the Exchange from time to time. The above instruments shall cover an amount equal to daily scheduled payment and other payments as per the Margin requirements of the Exchange. The Margin requirement will be notified by the Exchange from time to time.

4. Penalties

The Contract is a physical delivery Contract between specific entities. To deter default motivated by commercial considerations of participants due to market price variation a stringent Penalty structure will be put into place. Sanctity of Contract needs to be maintained and hence Penalty will be levied for willful default in payment or delivery to profit from better price in other markets or any action contrary to the Rules of the Exchange or any other law / regulation in force.

Penalty structure will be intimated to the Members by the Exchange from time to time. Exchange reserves its right to modify the penalty from time to time as felt necessary.

5. Settlement

There would be a Daily Billing Cycle and Daily Payment. Buyer will make the payment on the delivery day and the Seller will receive payment one day after the delivery day for all the products. The detailed Settlement cycle will be notified by the Exchange from time to time.

Exchange reserves its right to change the Settlement cycle from time to time as felt necessary.

6. Validity and Tenure

The Contract Period and validity will be notified by the Exchange from time to time.

7. Open Access from relevant LDCs

Both the Buyer and Seller agree to provide all the details or enter into any agreement as may be required by the concerned RLDC for providing Open Access.

8. NOC from SLDC

Buyer and Seller shall obtain necessary Concurrence from SLDC and or SEB for undertaking third party sale of power, if necessary. In case, the Member doesn't receive SLDC concurrence or receives concurrence for part of the quantity, the balance quantity will get closed out and Exchange will seek explanation from the Member. Exchange also reserves its right to levy penalty on the said Member, in case explanation is not found satisfactory.

9. E-Bidding

The Exchange reserves its right to participate in E-bidding as per the existing "Procedure for Scheduling of Bilateral Transaction" or any amendment made from time to time. The Exchange will have the right to participate in the e-bidding on behalf of the Members subject to the maximum transmission charges as may be notified by the Member

10. Transaction Fee

To start with Transaction Fee for Longer Tenure Products will be kept at 1paise per unit. Any modification regarding the same will be notified by the Exchange through subsequent circulars. Transaction fee for the whole tenure of the product will be collected in advance alongwith the Open Access Charges to be paid to RLDCs

11. Revision Charges

Members have to submit request for Revision of Schedule in case it is required. Every request has to be accompanied with a Revision request charge as may be notified by the Exchange from time to time without which the same will not be processed and forwarded to RLDC. The Revision requests will be accepted by the Exchange in accordance with the procedure as notified by the Exchange from time to time. In case both the parties request for revision then minimum of the two requests will be forwarded to Nodal RLDC after taking confirmation from the counter

party. Revision charges will be at the discretion of Exchange and are subject to change which will be intimated to Members from time to time.

12. Open Access Surrender & Penalty

In case Buyer surrenders Open Access application on request of Seller then all the penalties, damages, Trading margin and Open Access Charges, application fees, processing fees shall be borne by Seller and vice versa. Exchange reserves its right to change the Settlement cycle from time to time as felt necessary.

13. Default in Payment

In case of Default in payment by Member the Exchange will have the right to cancel the allocation of its trades and initiate appropriate action against such Member. The Exchange in such circumstance may also levy a penalty and will send application for revision of schedule as allowed in the “procedure of scheduling of bilateral transactions” and also may auction the quantity to other buyers. Loss arising shall be borne by the defaulting Member.

14. UI Charges

The Schedule and Despatch of power shall be coordinated with respective RLDCs/ SLDCs as per the relevant provisions of Indian Electricity Grid Code, various statutory regulations/orders of RLDCs and RPCs. In the event SELLER does not adhere to the schedule prepared and adopted by various Regional Load Despatch Centers/ State Load Despatch Centers (with the consent of SELLER and BUYER at the time of scheduling), and the non-adherence to the adopted schedule results in Unscheduled Interchange (U.I.) of power which results into any U. I. Charges, the same shall be borne by SELLER for that respective Matched Trade. BUYER shall pay to SELLER for the energy based on the implemented (final) schedule.

15. Power Supply & Scheduling

The evacuation of power is subject to technical and transmission corridor constraints and Force Majeure conditions. Scheduling and despatch of the power shall be coordinated by Exchange with the respective RLDC/SLDC as per relevant provisions of IEGC and the decision of RLDC's & RPC's.

16. Liability and Default Compensation

The purchase of electrical energy by Buyer from Seller is with “Take or pay liabilities on either side” as detailed in Section 4 above and as intimated by the Exchange from time to time.

17. Force Majeure

The supply of power from Seller to Buyer shall be subject to “Force Majeure” conditions, as defined in clause below.

“Force Majeure” means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the “non-performing party”) to perform any of its obligations under this Agreement, and includes: -

- a) Act of strike, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- c) The expropriation or compulsory acquisition by any Government or Governmental agency of the Bulk Supply Business of Buyer;
- d) Any curtailment/suspension/non availability of transmission capacity by intervening SLDCs and/or RLDCs
- e) Change of Law
- f) Regulatory intervention in the matter of power Trading as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court or any other Statutory Authority particularly related to rates at which power can be sold/ purchased/traded and also open access rules & grid codes. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the non-performing party shall notify the other party as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a. Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b. The non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

Force Majeure conditions for minimum Prescribed period of time as may be agreed by the Exchange in consultation with Regulator and NLDC. In case a Force Majeure continues to extend beyond 50% of the Contract Period, then the same will be considered as an Extended Force Majeure and can lead to Termination of Agreement.

18. Indemnification

Each Party shall indemnify, defend and hold harmless the other, its directors, Members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission, breach of Contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

Both the Parties agree to indemnify PXIL, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.

19. Dispute Resolution

If any dispute or difference of any kind whatsoever ("Dispute") shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

(a) Parties shall attempt to resolve the dispute or difference through mutual discussions within 15 days.

(b) In case both the parties are unable to resolve the issue of dispute or difference, the matter will be referred to the Arbitration panel of PXIL. The following provisions shall then apply:

1. the rights and obligations of the Parties shall remain effective during the arbitration proceedings and the Parties shall continue to perform;
2. the place of arbitration shall be Mumbai, India;
3. the language of the arbitration shall be English;
4. any Dispute submitted to arbitration shall be considered by three arbitrators from the Arbitration Panel of PXIL, two of whom shall be nominated by either party. If within 30 days of the receipt of a Party's notification of the appointment of an arbitrator, the other Party has not notified the first Party of the arbitrator it has appointed, the first party may apply for the appointment of the second arbitrator in accordance with the Arbitration Act. The third arbitrator will be nominated by the two existing arbitrators or, failing such nomination within 30 days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.
5. each party shall bear its own costs pursuant to Arbitration. The costs and fees payable to the arbitrators shall be equally shared by the Parties unless decided otherwise by the arbitrators pursuant to the award of Arbitration.

Notwithstanding the existence of any Dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of the Product.

20. Termination of Agreement

- a. In case Buyer doesn't make timely payment, Seller shall have right to terminate prevailing arrangement without prejudice to all the rights to recover the amounts due to Seller. Buyer may be given a Cure Period wherein he can inform the Exchange about the default and can make good the default. If the Buyer makes good the default within the Cure Period then the schedule will continue as per scheduled. In case the Buyer doesn't make good the default then the schedule will be cancelled and Seller will get 25% of the outstanding trade value below 80% of the schedule.

Provided however that the Buyer can avail of the cure period only for some specific instances during the entire duration of the delivery of the Product. The duration of the Cure Period and the number of instances of the cure period will be notified by the Exchange and would be subject to modification by the Exchange from time to time.

- b. In case Seller defaults consistently for 2 days in supply of power, then Buyer shall have right to terminate prevailing arrangement and recover full cost of open access charges till drawl point
- c. In case of default by either party, the other party will issue a notice with a period of 2 days before terminating the agreement.
- d. Extended Force Majeure wherein Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations

In case of termination of agreement due to clause a, b and c, the non-defaulting party shall be paid the penalty amount. However in case of termination of agreement due to clause d, no penalty shall be paid to any of the parties involved.

21. Notices and Correspondence

All notices for billing, load dispatch and correspondence must be delivered personally, by registered or certified mail or facsimile to Exchange at the following addresses mentioned: **Sumer Plaza, 9th floor, Unit no - 901, Marol Maroshi Road, Andheri(East), Mumbai-400 059, India.**

22. Authority

Both Parties agree, that they have all the legal power and authority to execute this Agreement and carry out the terms, conditions, provisions and covenants hereof.

23. Survival

The expiry or termination of this Agreement shall not affect any right of the party to receive payment as per the terms of this Agreement.

24. No Consequential or Indirect Loss

The liability of the Buyer and Seller shall be limited to that explicitly provided in this Agreement. Notwithstanding anything contained in this Agreement, under no event

shall Buyer or the Seller claim from one another any indirect or consequential losses or damages.

25. No Waiver

No failure or neglect on the part of either Party to exercise any right or remedies under this Agreement and no single or partial exercise thereof shall preclude any further or other exercise of such rights and obligations. Further any delay or omission by either Party to exercise any right or power arising from any breach or default by the other Party in any of the terms and conditions or provisions of this Agreement shall not be construed to be a waiver of such breach or default or subsequent default of the same or other terms, conditions, provisions and covenants.

26. Governing Law

This Agreement shall be governed by and construed in accordance with laws of India.

Annexure ID

PXI Intra Day Electricity Market Contract Specifications

1) Basic Contract Specifications

Type of Market	Intra Day
Trading System	PXIL
Type of Contract	Firm Delivery Contract
Trading Methodology	Discriminatory price-Double Sided Auction for buyers & sellers
Auction Timings	00:00 Hours to 24:00 hours (Day T is the trading day for entering bids in pre-defined sessions) as Prescribed.
Duration of Contracts	<p>a. 12 Time blocks ahead to 24:00 Hrs of the Trading Day (T)</p> <p>b. 12 Time blocks ahead up to 24:00 Hrs of next day (T+1) after declaration of results in Day Ahead Spot Market,</p> <p>As per the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, procedures for scheduling bilateral transactions, as amended from time to time.</p>
Minimum Bid Volume	1 MW
Minimum Volume Quotation Step	0.01 MW or 10 kW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	As described in 4.2.4.4.8 of these Business Rules
Transmission charges	The transmission charges to be paid by the buyers and sellers for Exchange Transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time

	and would be payable to the Exchange in cash.
Transmission Losses	Payable in kind from delivery point to its grid connection point.
Settlement Price(s)	As per Matching Rules of Exchange specified in sub section II of Annexure V
Pre-Bid Margin	105% of the bid value from buyers or as defined by the Exchange from time to time. No pre-bid margin is required from the Seller.
Post-trade Margin	100% of the total trade value and applicable charges (Charge margin) or margin amount from the buyers and no post-bid margin from the seller or as Prescribed. The Margin shall be recomputed on Application Acceptance or/and Real time curtailment. Once the Post-trade margin is applied, Pre-bid margin would be released. Once the pay-in for the trade is fulfilled, Post-trade margin would be released.

2) Auction Trade Session

The Auction Trade Session timings would be notified to the Members by the Exchange from time to time.

3) Margin

The payment security mechanism shall be as follows:-

Buyers will have to make available the 105% Margins of the bid value before submission of bids. The margins may be in the form of Bank Guarantee, FD, Cash or Bank Limit or any other such instrument as may be notified by the exchange from time to time. For the unmatched trades, the margin will be released to the Buyer.

Bids will not get executed in case sufficient margins are not maintained by the Members. In case of any default in payment Deposits/Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin collected for other products by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.

4) Settlement

Settlement may be done multiple times in a day for the multiple contracts valid, on the days Prescribed by the Exchange from time to time. Buyer will make the payment on T+1 day by 11:00 Hrs. and the Seller will receive the payment on the T+2 Day after 11:00 Hrs. Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

5) Validity and Tenure

The Contract Period and validity will be notified by the Exchange from time to time.

6) Open Access from relevant LDCs

Both the Buyer and Seller agree to provide all the details or enter into any agreement as may be required by the concerned RLDC/SLDC for providing Open Access.

7) NOC from SLDC

Buyer and Seller shall obtain necessary Concurrence from SLDC and/or SEB for undertaking sale of power through Power Exchange, if necessary. In case, the member doesn't receive SLDC concurrence or receives concurrence for part of the quantity, the balance quantity will get closed out and Exchange will seek explanation from the member. Exchange also reserves its right to levy penalty on the said member, in case explanation is not found satisfactory.

8) Transaction Fee

Transaction Fee for Intra Day Contract will be prescribed by Exchange from time to time. Transaction fee will be collected as per the Settlement Cycle applicable to this product. Exchange reserves its right to revise the same as required from time to time.

9) Open Access Surrender & Penalty

In case Buyer surrenders Open Access application on request of Seller then all the penalties, damages, Trading margin and Open Access Charges, application fees, processing fees shall be borne by Seller and vice versa. Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

10) Default in Payment

In case of Default in payment by member the Exchange will have the right to levy penalty on the Defaulting member.

11) UI Charges

The Schedule and Despatch of power shall be coordinated with respective RLDCs/SLDCs as per the relevant provisions of Indian Electricity Grid Code, various

statutory regulations/orders of RLDCs and RPCs and CERC. In the event Seller does not adhere to the schedule prepared and adopted by various Regional Load Despatch Centers/ State Load Despatch Centers (with the consent of Seller and Buyer at the time of scheduling), and the non adherence to the adopted schedule results in Unscheduled Interchange (U.I.) of power, which results into any U. I. Charges, the same shall be borne by Buyer or Seller, as the case may be, for that respective Matched Trade.

12) Power Supply & Scheduling

The evacuation of power is subject to technical and transmission corridor constraints and Force Majeure conditions. Scheduling and despatch of the power shall be coordinated by PXIL with the respective RLDC/SLDC as per relevant provisions of IEGC and the decision of RLDCs and /or RPCs.

13) Liability and Default Compensation

Defaulting party will compensate the counter party as per the norms Prescribed by the Exchange from time to time.

14) Force Majeure

The supply of power from Seller to Buyer shall be subject to “Force Majeure” conditions, as defined in clause below.

“Force Majeure” means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the “non-performing party”) to perform any of its obligations under this Agreement, and includes: -

- (a) Act of strike, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- (b) Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- (c) The expropriation or compulsory acquisition by any Government or Governmental agency of the Bulk Supply Business of Buyer;
- (d) Any curtailment/suspension/non availability of transmission capacity by intervening SLDCs and/or RLDCs
- (e) Change of Law
- (f) Regulatory intervention in the matter of power Trading as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court

or any other Statutory Authority particularly related to rates at which power can be sold/ purchased/traded and also open access rules & grid codes. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the non-performing party shall notify the other party as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a) Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b) The non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

Force Majeure conditions for minimum prescribed period of time as may be agreed by the Exchange in consultation with Regulator and NLDC.

15) Indemnification

Both Buyer and Seller (referred to as Parties and individually as Party) Each Party shall indemnify, defend and hold harmless the other, its directors, members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

Both the Parties agree to indemnify PXIL, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange

16) Dispute Resolution

If any dispute or difference of any kind whatsoever (“Dispute”) shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

(a) Parties shall attempt to resolve the dispute or difference through mutual discussions within 15 days.

(b) In case both the parties are unable to resolve the issue of dispute or difference, the matter will be referred to the Arbitration panel of PXIL. The following provisions shall then apply:

1. the rights and obligations of the Parties shall remain effective during the arbitration proceedings and the Parties shall continue to perform ;
2. the place of arbitration shall be Mumbai, India;
3. the language of the arbitration shall be English;
4. any Dispute submitted to arbitration shall be considered by three arbitrators from the Arbitration Panel of PXIL, two of whom shall be nominated by either party. If within 30 days of the receipt of a Party’s notification of the appointment of an arbitrator, the other Party has not notified the first Party of the arbitrator it has appointed, the first party may apply for the appointment of the second arbitrator in accordance with the Arbitration Act. The third arbitrator will be nominated by the two existing arbitrators or, failing such nomination within 30 days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.
5. each party shall bear its own costs pursuant to Arbitration. The costs and fees payable to the arbitrators shall be equally shared by the Parties unless decided otherwise by the arbitrators pursuant to the award of Arbitration.

Notwithstanding the existence of any Dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of the Product.

17) Termination of Agreement

In case buyer doesn’t make timely payment, supplier shall have right to terminate prevailing arrangement without prejudice to all the rights to recover the amounts due to Supplier.

18) Notices and Correspondence

All notices for billing, load dispatch and correspondence must be delivered personally, by registered or certified mail or facsimile to PXIL at the following addresses mentioned: **Sumer Plaza, 9th floor, Unit no - 901, Marol Maroshi Road, Andheri(East), Mumbai-400 059, India.**

19) Authority

Both Parties agree, that they have all the legal power and authority to execute this Agreement and carry out the terms, conditions, provisions and covenants hereof.

20) Survival

The expiry or termination of this Agreement shall not affect any right of the party to receive payment as per the terms of this Agreement.

21) No Consequential or Indirect Loss

The liability of the Buyer and Seller shall be limited to that explicitly provided in this Agreement. Notwithstanding anything contained in this Agreement, under no event shall Buyer or the Seller claim from one another or from Power Exchange India Limited any indirect or consequential losses or damages.

22) No Waiver

No failure or neglect on the part of either Party to exercise any right or remedies under this Agreement and no single or partial exercise thereof shall preclude any further or other exercise of such rights and obligations. Further any delay or omission by either Party to exercise any right or power arising from any breach or default by the other Party in any of the terms and conditions or provisions of this Agreement shall not be construed to be a waiver of such breach or default or subsequent default of the same or other terms, conditions, provisions and covenants.

23) Governing Law

This Agreement shall be governed by and construed in accordance with laws of India.

Annexure IE

PXI Any Day(s) Electricity Market Contract Specifications

1. Basic Contract Specifications

1.1. Discriminatory Price matching methodology

Type of Market	Any Day(s) on a Term Ahead Basis
Trading System	PXIL
Type of Contract	Firm Delivery Contract
Trading Methodology	Discriminatory Price-Double Sided Auction for different contracts.
Auction Timings	As notified by Exchange from time to time for single or multiple days in one or more days in advance
Duration of Contracts	15 minutes or multiples thereof as notified by Exchange from time to time
Minimum Bid Volume	1 MW
Minimum Volume Quotation Step	0.01 MW or 10 kW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	As described in 4.2.5.5.4 of these Business Rules
Transmission charges	The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, and Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010, as amended from time to time and would be payable to the Exchange in cash.
Transmission Losses	The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time.
Settlement Price(s)	As per Matching Rules of Exchange specified in sub

	section II of Annexure V
Pre- Bid Margin	10 paisa per kWh from both buyers and sellers or as Prescribed.
Post-Trade Margin (after matching & Before Application to LDC)	45% of the total trade value or 100% Equivalent to next 3 days of matched trade value whichever is higher from Buyers or as Prescribed. The Margin shall be recomputed on Application Acceptance or/and Real time curtailment. Once the Post-trade margin is applied, Pre-bid margin would be released.
Charge Margin	This margin would be applied at the time of Application creation or as Prescribed. Charge margin applicability is specific to a product and would be applicable either on buy side, sell side or both. The margin shall be recomputed on Application acceptance. Once the pay-in is fulfilled towards charges, charge margin would be released.

1.2. Continuous Matching methodology

Type of Market	Any Day(s) Continuous on a Term Ahead Basis
Trading System	PRATYAY
Type of Contract	Firm Delivery Contract
Types of Orders	1 Normal Order 2 Order with Minimum Acceptable Quantity (MAQ) 3 One-Cancels-the-Other Order (OCO) As per Annexure V of the Business Rules
Matching Methodology	Continuous matching as per Annexure V of the Business Rules
Trading Hours	10:00 hrs to 16:00 hrs
Delivery Period	Contracts as placed by the participant for the delivery period and time for any day between next day (T + 1) to (T + 11) refer 1.2
Auction Timings	As notified by Exchange from time to time for single or multiple days in one or more days in advance

Delivery Minimum Bid Volume	1 MW
Minimum Volume Quotation Step	0.01 MW or 10 kW
Minimum Price Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be on the State / Regional periphery of the Selling entity
Transmission charges	The transmission charges to be paid by the buyers and sellers for Exchange transactions would be as laid down under the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, and Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010, as amended from time to time and would be payable to the Exchange in cash.
Operating charges	<p>The delivery point shall be at the Regional periphery of the respective Seller and the Buyer. Hence the following shall be applicable.</p> <p>Buyer shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Buyer is located.</p> <p>Seller shall bear the operating charges to be paid to the RLDC of the region and SLDC of the state in which Seller is located.</p> <p>In case both the Buyer and Seller are from the same Region then the RLDC operating charges shall be shared equally between the Buyer and the Seller.</p> <p>In case of intermediate region, the intermediate RLDC operating charges shall be shared equally between the Buyer and the Seller. Such charges shall be recovered by the Exchange and socialized amongst all Buyers and Sellers whose trades are successful</p>
Transmission Losses	The losses would be handled as per the Central Electricity Regulatory Commission (Open Access in inter-State

	Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010, as amended from time to time.	
Settlement Price(s)	As per Matching Rules of Exchange specified in sub section III of Annexure V	
Pre- Bid Margin	Rs 100/MWh from both buyers and sellers. System at the receipt of the bids will check for Pre-bid margin and will not accept Bids if sufficient margin is not available. Released when Post-trade Margin is applied	
Post-Trade Margin (after matching & Before Application to Load Dispatch Centre)	45% of the total trade value or 100% Equivalent to next 3 days of matched trade value whichever is higher from Buyers or as Prescribed. Pre-bid margin of Seller would be released. The Margin shall be recomputed on Application Acceptance or/and Real time curtailment <i>In case of insufficient post trade margin, Application for Scheduling shall not be forwarded and if forwarded, Application for cancellation shall be sent to RLDC/ SLDC. Further penalty shall be levied as prescribed.</i> Released on Payment of obligation on Pay-in Day.	
Charge Margin	This margin would be applied at the time of Application creation. Charge margin on buy side. The margin shall be recomputed on Application acceptance. Released on Payment of obligation on Pay-in Day.	
Pay - in	On Application acceptance day	Charges in Pay-in from Buyer
	On Delivery (D) day	Cost of Power pay-in from Buyer
	On first D +1 day	Charges Pay-in from Seller
	All Pay-in will be done to the Exchange by 11:00 hrs	
Pay - out	On D+1: Cost of power payout to the Seller	

	All payouts will be done after 11:00 hrs
Transaction fees	Transaction fee payable to the Exchange by the Buyer and Seller shall be 2 paise per kWh. Any revision in transaction fee shall be informed to participants through a Circular from time to time

2. Trading slots and Auction Trade Session

2.1. Discriminatory Price matching methodology

The Trading slots are those time periods during which the contracted quantity has to be delivered for the entire Contract Period. The Any Day(s) product can be traded over any or all of the Trading slots. The Trading slots and Auction Trade session will be notified by Exchange through Trading Calendar.

Trading slots

Slot	Hours
Round the Clock	00 to 24 Hours
Morning Peak	6 to 10 Hours
Evening Peak	18 to 22 Hours
Day off Peak	10 to 18 Hours
Night off Peak	00 to 6 hours and 22 to 24 hours
15 minutes or multiples Thereof	15 minutes or multiples or any combination thereof
The Trading Slots would be Prescribed by the Exchange from Time to Time	

Auction Trade Session

The Any Day(s) Auction Trade session for the operational day of the Exchange shall be notified from time to time

2.2. Continuous Matching Methodology

2.2.1. Trading hours

2.2.1.1. Trading hours are specific times within the Trading Days during which the Any Day(s) contracts would be available for Trading on the Exchange.

The trading hour's timings would be notified to the Members through the Trading Calendar by the Exchange from time to time.

2.2.1.2. The Exchange may extend, advance or reduce the trading hour timings as and when it deems fit and necessary by notifying the Members.

2.2.2. Delivery periods

2.2.2.1. The Delivery period shall be the same as the order placed by the participants. Any Day Continuous contracts are contracts which are participant -defined, wherein Members and Participants can choose the Delivery Period (hours in a day as well as days of delivery), as per their requirement and enter order (s).

2.2.2.2. Upon submission of the order and its acceptance by the system, a contract is automatically created and made available for trading.

Illustration: In Any Day Continuous contracts, orders for a delivery period can match with opposite orders of the same delivery period. However partial quantity may get matched.

For example; for a buy order for time slot 10:00 to 16:00 Hrs for delivery dates 01/01/20 to 02/01/20, matching will occur only if a sell order for time slot 10:00 to 16:00 Hrs for the same delivery dates 01/01/20 to 02/01/20 is entered in the system.

If a seller's timeslot were to be 11:00 to 16:00 Hrs for the same 2 days, then no matching will take place and these orders will remain as Open on the Exchange until a corresponding order is placed on the system by any other Participants or till the Auction trading session closes.

The other terms and conditions are as given below.

3. Margin

The payment security mechanism shall be as follows:-

Members will have to make available the full Margins before submission of bids i.e. Margins as stipulated by the Exchange will need to be maintained by the participants without fail before submission of bids. The Exchange reserves its rights to change

the margin requirements from time to time as felt necessary and will be notified to members through the issue of circular. The margins may be in the form of Bank Guarantee, FD, Cash, Bank Limit, FA Limit or any other such instrument as may be notified by the exchange from time to time. For the unmatched trades, the margin will be released to the Buyer.

Bids will not get executed in case sufficient margins are not maintained by the Members. In case of any default in payment Deposits/Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin collected for other products by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.

4. Penalties

The Contract is a physical delivery contract between specific entities. To deter default motivated by commercial considerations of participants due to market price variation a stringent Penalty structure will be put into place. Sanctity of Contract needs to be maintained and hence Penalty will be levied for willful default in payment or delivery to profit from better price in other markets or any action contrary to the rules of the exchange or any other law / regulation in force.

Penalty structure will be intimated to the Members by the Exchange from time to time. Exchange reserves its right to modify the penalty from time to time as felt necessary.

5. Settlement

There would be a Daily Billing Cycle and Daily Payment for each of the valid contracts transacted during the day. Buyer will make the payment on the delivery day and the Seller will receive payment one day after the delivery day for all the products. The detailed settlement cycle will be notified by the Exchange from time to time.

Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

6. Validity and Tenure

The Contract Period and validity will be notified by the Exchange from time to time.

7. Open Access from relevant LDCs

Both the Buyer and Seller agree to provide all the details or enter into any agreement as may be required by the concerned RLDC/SLDC for providing Open Access.

8. NOC from SLDC

Buyer and Seller shall obtain necessary Concurrence from SLDC and or SEB for undertaking third party sale of power, if necessary. In case, the member doesn't receive SLDC concurrence or receives concurrence for part of the quantity, the balance quantity will get closed out and Exchange will seek explanation from the member. Exchange also reserves its right to levy penalty on the said member, in case explanation is not found satisfactory.

9. E-Bidding

The Exchange reserves its right to participate in E-bidding as per the existing "Procedure for Scheduling of Bilateral Transaction" or any amendment made from time to time. The Exchange will have the right to participate in the e-bidding on behalf of the members subject to the maximum transmission charges as may be notified by the member

10. Transaction Fee

Transaction Fee for Any Day Contract will be prescribed by Exchange from time to time. Transaction fee for the whole tenure of the product will be collected in advance along with the Open Access Charges to be paid to RLDCs

11. Revision Charges

Members have to submit request for Revision of Schedule in case it is required. Every request has to be accompanied with a Revision request charge as may be notified by the Exchange from time to time without which the same will not be processed and forwarded to RLDC. The Revision requests will be accepted by the Exchange in accordance with the procedure as notified by the Exchange from time to time. In case both the parties request for revision then minimum of the two requests will be forwarded to Nodal RLDC after taking confirmation from the counter party. Revision charges will be at the discretion of Exchange and are subject to change which will be intimated to members from time to time.

12. Open Access Surrender & Penalty

In case Buyer surrenders Open Access application on request of Seller then all the penalties, damages, Trading margin and Open Access Charges, application fees, processing fees shall be borne by Seller and vice versa. Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

13. Default in Payment

In case of Default in payment by member the Exchange will have the right to cancel the allocation of its trades and initiate appropriate action against such member. The Exchange in such circumstance may also levy a penalty and will send application for revision of schedule as allowed in the “procedure of scheduling of bilateral transactions” and also may auction the quantity to other buyers. Loss arising shall be borne by the defaulting member.

14. UI Charges

The Schedule and Despatch of power shall be coordinated with respective RLDCs/SLDCs as per the relevant provisions of Indian Electricity Grid Code, various statutory regulations/orders of RLDCs and RPCs and CERC. In the event SELLER does not adhere to the schedule prepared and adopted by various Regional Load Despatch Centers/ State Load Despatch Centers (with the consent of SELLER and BUYER at the time of scheduling), and the nonadherence to the adopted schedule results in Unscheduled Interchange (U.I.) of power which results into any U. I. Charges, the same shall be borne by SELLER for that respective Matched Trade. BUYER shall pay to SELLER for the energy based on the implemented (final) schedule.

15. Power Supply & Scheduling

The evacuation of power is subject to technical and transmission corridor constraints and Force Majeure conditions. Scheduling and despatch of the power shall be coordinated by Exchange with the respective RLDC/SLDC as per relevant provisions of IEGC and the decision of RLDCs and/or RPCs.

16. Liability and Default Compensation

Defaulting party will compensate the counter party as per the norms Prescribed by the Exchange from time to time.

17. Force Majeure

The supply of power from Seller to Buyer shall be subject to “Force Majeure” conditions, as defined in clause below.

“Force Majeure” means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the “non-performing party”) to perform any of its obligations under this Agreement, and includes: -

- a) Act of strike, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- c) The expropriation or compulsory acquisition by any Government or Governmental agency of the Bulk Supply Business of Buyer;
- d) Any curtailment/suspension/non availability of transmission capacity by intervening SLDCs and/or RLDCs
- e) Change of Law
- f) Regulatory intervention in the matter of power Trading as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court or any other Statutory Authority particularly related to rates at which power can be sold/ purchased/traded and also open access rules & grid codes. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the non-performing party shall notify the other party as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a) Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b) The non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

Force Majeure conditions for minimum Prescribed period of time as may be agreed by the Exchange in consultation with Regulator and NLDC. In case a Force Majeure continues to extend beyond 50% of the Contract Period, then the same will be considered as an Extended Force Majeure and can lead to Termination of Agreement.

18. Indemnification

Both Buyer and Seller (referred to as Parties and individually as Party) Each Party shall indemnify, defend and hold harmless the other, its directors, members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

Both the Parties agree to indemnify PXIL, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.

19. Dispute Resolution

If any dispute or difference of any kind whatsoever ("Dispute") shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

- (a) Parties shall attempt to resolve the dispute or difference through mutual discussions within 15 days.

(b) In case both the parties are unable to resolve the issue of dispute or difference, the matter will be referred to the Arbitration panel of PXIL. The following provisions shall then apply:

1. the rights and obligations of the Parties shall remain effective during the arbitration proceedings and the Parties shall continue to perform;
2. the place of arbitration shall be Mumbai, India;
3. the language of the arbitration shall be English;
4. any Dispute submitted to arbitration shall be considered by three arbitrators from the Arbitration Panel of PXIL, two of whom shall be nominated by either party. If within 30 days of the receipt of a Party's notification of the appointment of an arbitrator, the other Party has not notified the first Party of the arbitrator it has appointed, the first party may apply for the appointment of the second arbitrator in accordance with the Arbitration Act. The third arbitrator will be nominated by the two existing arbitrators or, failing such nomination within 30 days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.
5. each party shall bear its own costs pursuant to Arbitration. The costs and fees payable to the arbitrators shall be equally shared by the Parties unless decided otherwise by the arbitrators pursuant to the award of Arbitration.

Notwithstanding the existence of any Dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of the Product.

20. Termination of Agreement

- (i) In case Buyer doesn't make timely payment, Seller shall have right to terminate prevailing arrangement without prejudice to all the rights to recover the amounts due to Seller. Buyer may be given a Cure Period wherein he can inform the Exchange about the default and can make good the default. If the Buyer makes good the default within the Cure Period then the schedule will continue as per scheduled. In case the Buyer doesn't make good the default then the schedule will be cancelled and Seller will get 25% of the outstanding trade value below 80% of the schedule.

Provided however that the Buyer can avail of the cure period only for some specific instances during the entire duration of the delivery of the Product. The

duration of the Cure Period and the number of instances of the cure period will be notified by the Exchange and would be subject to modification by the Exchange from time to time.

- (ii) In case Seller defaults consistently for 2 days or the term of power contracted, whichever lower in supply of power, then Buyer shall have right to terminate prevailing arrangement and recover full cost of open access charges till drawal point.
- (iii) In case of default by either party, the other party will issue a notice with a period of 2 days before terminating the agreement.
- (iv) Extended Force Majeure wherein Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations

In case of termination of agreement due to clause a, b and c, the non-defaulting party shall be paid the penalty amount. However in case of termination of agreement due to clause d, no penalty shall be paid to any of the parties involved.

21. Notices and Correspondence

All notices for billing, load dispatch and correspondence must be delivered personally, by registered or certified mail or facsimile to Exchange at the following addresses mentioned: **Sumer Plaza, 9th floor, Unit no - 901, Marol Maroshi Road, Andheri(East), Mumbai-400 059, India.**

22. Authority

Both Parties agree, that they have all the legal power and authority to execute this Agreement and carry out the terms, conditions, provisions and covenants hereof.

23. Survival

The expiry or termination of this Agreement shall not affect any right of the party to receive payment as per the terms of this Agreement.

24. No Consequential or Indirect Loss

The liability of the Buyer and Seller shall be limited to that explicitly provided in this Agreement. Notwithstanding anything contained in this Agreement, under no event shall Buyer or the Seller claim from one another any indirect or consequential losses or damages.

25. No Waiver

No failure or neglect on the part of either Party to exercise any right or remedies under this Agreement and no single or partial exercise thereof shall preclude any further or other exercise of such rights and obligations. Further any delay or omission by either Party to exercise any right or power arising from any breach or default by the other Party in any of the terms and conditions or provisions of this Agreement shall not be construed to be a waiver of such breach or default or subsequent default of the same or other terms, conditions, provisions and covenants.

26. Governing Law

This Agreement shall be governed by and construed in accordance with laws of India.

Annexure IF

PXI Real Time Market Electricity Market Contract Specifications

1. Basic Contract Specification

Product Name	Real Time Market Contract
Trading System	PXIL
Trading Methodology	Double Sided Closed Bid Auction with Uniform Market Clearing Price for all buyers and sellers
Auction Timings	As per new Clause 13 (B) of CERC (Open Access in inter-State Transmission) (Sixth Amendment) Regulations, 2019, the auction shall be held at two different 15-minute time blocks of each hour of the day commencing at hh:15 hrs and hh:45 hrs. The timeline for auction and delivery of contract shall be on rolling basis, the details are given below.
No. of Contracts per day	96 Contracts of 15 minutes duration each
Minimum Bid Volume	0.1 MW or as decided by Exchange from time to time
Minimum Volume Quotation Step	0.01 MW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	As described in 4.2.6.4.3 of these Business Rules
Transmission charges	<p>Inter-State Transmission System: As Per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and losses) Regulations, 2020 as amended from time to time and relevant orders of Central Electricity Regulatory Commission</p> <p>State Transmission System: As per the concerned State Electricity Regulatory Commission's Regulations/ CERC (Open access) Regulations, 2008, as amended from time to time and</p>

	relevant orders of Central Electricity Regulatory Commission.
Transmission Losses	Payable in kind from delivery point to its grid connection point.
Settlement Price(s)	The Market Clearing prices of the respective Bid Zones

2. Auction Trade Session and Delivery duration

The timelines for trading sessions and delivery durations shall be as per Clause 13 (B) of CERC (Open Access in inter-State Transmission) (sixth amendment) Regulations, 2019. The window for delivery during first two time blocks of the 1st hour of the Day (D) i.e. from 00:00 to 00:30 hrs shall open during the period 22:45 to 23:00 hrs of the previous day (D-1).

The auction process would be conducted during even time blocks of the hour. The timelines for auction and delivery would be as provided in the **Table 1** below.

Table 1: RTM Auction and delivery timelines

RTM Auction	Matching, Submission of RTM transaction details to NLDC and Auction Results to the Participants	Inform details of RTM transaction to respective SLDC	Delivery of Power
22:45 to 23:00 hrs	23:00 to 23:15 hrs	23:15 to 23:30 hrs	00:00 to 00:30 hrs
23:15 to 23:30 hrs	23:30 to 23:45 hrs	23:45 to 24:00 hrs	00:30 to 01:00 hrs
23:45 to 00:00 hrs	00:00 to 00:15 hrs	00:15 to 00:30 hrs	01:00 to 01:30 hrs
00:15 to 00:30 hrs	00:30 to 00:45 hrs	00:45 to 01:00 hrs	01:30 to 02:00 hrs
.....
10:15 to 10:30 hrs	10:30 to 10:45 hrs	10:45 to 11:00 hrs	11:30 to 12:00 hrs
10:45 to 11:00 hrs	11:00 to 11:15hrs	11:15 to 11:30 hrs	12:00 to 12:30 hrs
.....
21:45 to 22:00 hrs	22:00 to 22:15 hrs	22:15 to 22:30 hrs	23:00 to 23:30 hrs
22:15 to 22:30 hrs	22:30 to 22:45 hrs	22:45 to 23:00 hrs	23:30 to 24:00 hrs

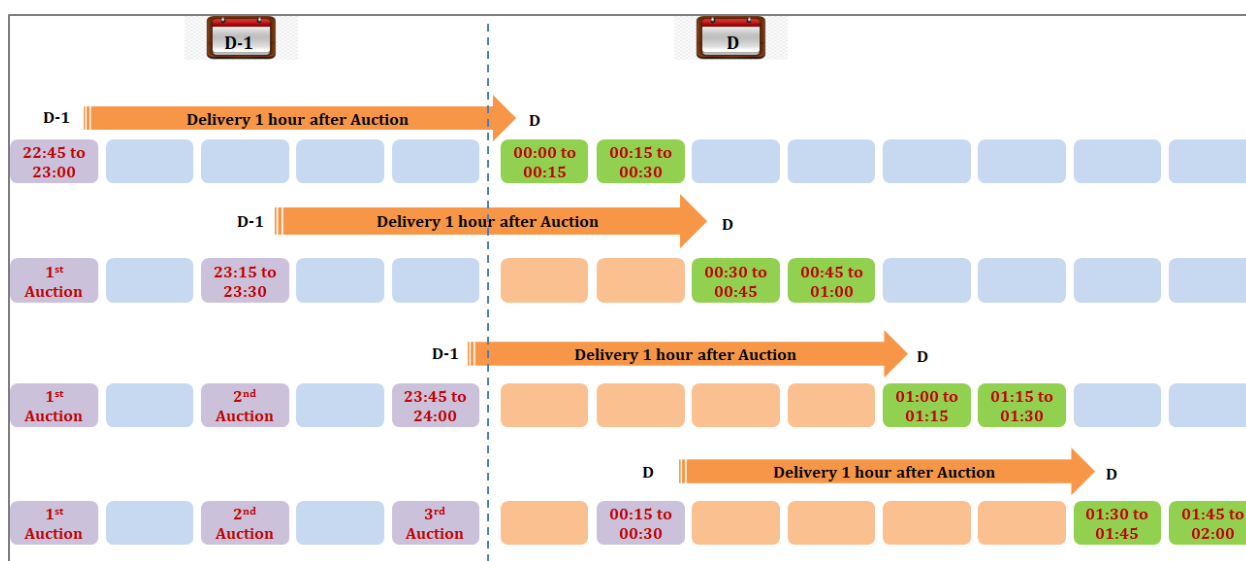
The deliveries for the six-time time blocks of the day i.e. from 00:00 hours onwards to 01:30 hours of the day (D), the auction would be conducted a day prior to delivery (D-1).

Based on the matching of bids for each auction session, the delivery could cover any time block of 15-minute or both the time blocks during the delivery period of 30-minute (i.e. 00:00 to 00:15 and/or 00:15 to 00:30 for 30-minute delivery period of 00:00 to 00:30 hrs).

The Exchange shall provide 'Good till Cancelled' queuing type wherein the order shall be carried over for remaining auction sessions till they are modified or cancelled by the participants. The 'Good till Cancelled' queuing type provided by the Exchange will facilitate the participants to submit bids for all the delivery time periods, however the bids would be considered for auction as per the timelines for each trading session as illustrated in the Table 1 above.

The auction timelines and the related delivery periods are illustrated in the **Figure 1** below:

Figure 1: RTM Auction and Delivery Timelines



3. Trading cycle for Real Time Market

The bidding window shall be open for 15-minute duration as per Clause 2 above. Post closure of the bidding window, the trade cycle shall comprise of following activities:

a) Matching and Schedule information session:

Post closure of bidding window, the trade cycle for RTM would be scheduled during the next 15-minute time block:

Time (in minutes)	Trade cycle activity
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Time (in minutes)	Trade cycle activity
First 5 minutes	Provisional matching of bids by Power exchange followed by submission of scheduling request to NLDC
6 th to 9 th minute	NLDC shall confirm the actual transmission capacity available for final matching of Order by the Power exchange
9 th to 15 th minute	<p>Final matching of bids based on transmission capacity information received from NLDC.</p> <p>Power exchange to submit scheduling request to NLDC based on results obtained in final matching of bids.</p> <p>Power Exchange to declare the Area Clearing Price and obligation to the participants</p>

All the above activities shall be completed 45 minutes prior to start of delivery. The Exchange reserves its right to adjust the above activity cycle as felt necessary so as to complete the activities during the 15-minute period.

- b) **Schedule intimation session to SLDC:** The Power Exchange shall send break-up of each point of injection and each point of drawl within the State to respective SLDCs during the next 15-minute time block i.e. 30 minute prior to start of delivery covering information for 30 minute duration.
- c) **Delivery Session:** Delivery for which schedules were issued during the Matching & scheduling information session shall be fulfilled by buyers and sellers as per their obligation

4. Cancellation of RTM schedule by NLDC

Under extreme circumstances including but not limited to failure of communication and/or any such other reason e.g. data transfer failure, if the final cleared trades are not received by NLDC from the Power Exchange or if information regarding transmission margin is not received by Power Exchange then, the schedules for such RTM session (s) shall be made zero (0) by NLDC. Information regarding zero (0) schedules in a particular RTM session as

communicated by NLDC to Power Exchange by the end of two (2) time blocks from completion of auction i.e. 30 minute prior to start of delivery.

The Power Exchange shall inform the respective SLDCs during the next 15-minute time block regarding decision of NLDC having communicated zero (0) schedule for the particular RTM session. During this time block, the Power Exchange shall inform the Buyer and Seller of such session regarding decision of NLDC for schedule being made zero (0) for the particular RTM session. The Buyer and Seller shall abide by such decision of NLDC of schedule being made zero (0).

5. Margin

The payment security mechanism shall be as follows:-

Buyers will have to make available the 105% Margins of the bid value before submission of bids. The margins may be in the form of Bank Guarantee, FD, Cash or Bank Limit or any other such instrument as may be notified by the exchange from time to time. For the unmatched trades, the margin will be released to the Buyer.

Bids will not get executed in case sufficient margins are not maintained by the Members. In case of any default in payment Deposits/Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin collected for other products by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.

6. Settlement

Settlement may be done multiple times in a day for the multiple contracts valid, on the days prescribed by the Exchange from time to time. Buyer will make payment on T + 1 day by 11:00 hrs and the Seller will receive the payment on T+2 day after 11:00 hrs. Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

7. Open Access from relevant LDCs

Both the Buyer and Seller agree to provide all the details or enter into any agreement as may be required by the concerned RLDC/SLDC for providing Open Access.

8. Generator to purchase power in Real Time Market

In case of forced outage, the Generator shall have an option to purchase power in Real Time Market. In such case, the Generator shall submit an Undertaking as per "Procedure

for Scheduling Collective Transactions in the Real Time Market” for Exchange to enable the Generator to submit its bid for purchase of power in RTM.

9. Transaction Fee

Transaction Fee for Real Time Market contract will be prescribed by Exchange from time to time. Transaction fee will be collected as per the Settlement Cycle applicable to this product. Exchange reserves its right to revise the same as required from time to time.

10. Deviation Settlement Mechanism charges

The Schedule and Despatch of power shall be coordinated with respective RLDCs/ SLDCs as per the relevant provisions of Indian Electricity Grid Code, various statutory regulations/orders of RLDCs and RPCs and CERC. In the event Buyer or Seller does not adhere to the schedule prepared and adopted by NLDC / RLDC / SLDC and any instance of non-adherence to the adopted schedule results in Deviation Settlement Mechanism of power, that in turn results in Deviation Settlement Mechanism charge, the same shall be borne by Buyer or Seller, as the case may be, for that respective contract.

11. Power Supply & Scheduling

The evacuation of power is subject to technical and transmission corridor constraints and Force Majeure conditions. Scheduling and despatch of the power shall be coordinated by PXIL with NLDC / RLDC as per relevant provisions of IEGC and the decision of NLDC / RLDC shall be binding on Buyer and Seller.

12. Force Majeure

The delivery of power from Seller to Buyer shall be subject to “Force Majeure” conditions, as defined below.

“Force Majeure” means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the “non-performing party”) to perform any of its obligations under this Agreement, and includes: -

- a) Act of strike, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;

- c) The expropriation or compulsory acquisition by any Government or Governmental agency;
- d) Technical problems or authenticity of certificates from Central Agency.
- e) Change of Law
- f) Regulatory intervention in the matter of power trading as also orders from CERC / SERCs / Appellate Tribunal for Electricity/ High Courts/ Supreme Court or any other Statutory Authority particularly related to trading in power, open access and grid code. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the non-performing party shall notify the other party as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a) Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b) The non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

Force Majeure conditions for minimum prescribed period of time as may be agreed by the Exchange in consultation with Regulator.

13. Indemnification

Both Buyer and Seller (referred to as 'Parties' and individually as 'Party') shall indemnify, defend and hold harmless the other, its directors, members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission,

breach of contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

Both the Parties agree to indemnify PXIL, CERC, NLDC/RLDCs/SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.

14. Dispute Resolution

If any dispute or difference of any kind whatsoever ("Dispute") shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

- a) Parties shall attempt to resolve the dispute or difference through mutual discussions within 15 days.
- b) In case both the parties are unable to resolve the issue of dispute or difference, the matter will be referred to the Arbitration panel of PXIL. The following provisions shall then apply:
 1. The rights and obligations of the Parties shall remain effective during the arbitration proceedings and the Parties shall continue to perform ;
 2. The place of arbitration shall be Mumbai, India;
 3. The language of the arbitration shall be English;
 4. Any dispute submitted to arbitration shall be considered by three arbitrators from the Arbitration Panel of PXIL, two of whom shall be nominated by either party. If within 30 days of the receipt of a Party's notification of the appointment of an arbitrator, the other Party has not notified the first Party of the arbitrator it has appointed, the first party may apply for the appointment of the second arbitrator in accordance with the Arbitration Act. The third arbitrator will be nominated by the two existing arbitrators or, failing such nomination within 30 days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.

5. Each party shall bear its own costs pursuant to Arbitration. The costs and fees payable to the arbitrators shall be equally shared by the Parties unless decided otherwise by the arbitrators pursuant to the award of Arbitration.

Notwithstanding the existence of any Dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of the Product.

15. Notices and Correspondence

All notices and correspondence must be delivered personally, by registered or certified mail or facsimile to PXIL at the following addresses mentioned: ***Power Exchange India Limited, Sumer Plaza, 9th floor, Unit no - 901, Marol Maroshi Road, Andheri (East), Mumbai-400 059, India.***

Annexure IG

Annexure IG - PXIL Green Intra Day Solar / Non Solar Electricity Market Contract Specifications

Type of Market	Intra Day – Solar / Non Solar (Separate sessions shall be operated for transaction in Solar or Non Solar)
Selling Entity	Solar or Non Solar power for participating in respective session. 'RE Hybrid energy project' shall be considered as Non Solar selling entity
Type of Contract	Firm Delivery Contract Delivery of power is the essence of contract. Trade once executed shall be sent for scheduling.
Revision in Schedule	No revision in Schedule shall be allowed
Trading Methodology	Continuous matching mechanism as per Annexure V of Business Rules
Types of Order	1 Fill and Kill (FAK) 2 Fill or Kill (FOK) 3 Limit orders The Exchange reserves the right to introduce other Order types by issuing a Circular from time to time
Auction Days	As specified in Exchange Circular from time to time
Auction Timings	00:15 hours to 23:30 hours. The market shall remain closed for technical reasons from 23:30 hrs till 00:15 hours of next day (Day T is the trading day for entering bids in pre-defined sessions as decided by the Exchange) The Exchange reserves the right to revise the auction timings by issuing a Circular from time to time
Duration of Contracts	a) 13 time blocks ahead up to 24:00 hours of the Trading Day (T) with contracts for every 15-minute duration b) 13 time blocks ahead upto 24:00 hours of next day (T + 1) with contracts for every 15-minute duration after declaration of results in Day Ahead Spot Market The start of delivery period shall be as per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, Procedure for Scheduling of Bilateral Transactions and direction received from RLDC and its amendment from time to time

Minimum Bid Volume	0.1 MW / 100 kW
Minimum Volume Quotation Step	0.01 MW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be regional periphery of selling entity
Transmission Charges	<p>1) Regional Transmission Charges As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>2) State Transmission System As per concerned State Electricity Regulatory Commission Regulations / CERC (Open access in inter State transmission) Regulations 2008 as amended from time to time</p>
Transmission Losses	<p>As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>STU loss if applicable to both Buyer and sellers</p> <p>Seller shall bear the Scheduling & Operating charges up to the delivery point. Buyer shall bear the Scheduling & Operating charges including from Delivery point up to their point of drawl.</p> <p>The charges shall be applied on the quantum of power scheduled at Seller's Regional Periphery</p>
Application Fees & Operating Charges	<p>The application fees & operating charges along with taxes, if any, submitted by the Exchange to the RLDC (s) / SLDC (s), shall be equally shared between the Buyer and Seller</p> <p>The Exchange reserves the right to change the above provisions by issuing a Circular from time to time.</p>
Settlement Price	<p>The price discovered during the Continuous matching session.</p> <p>The Exchange reserves the right to modify and/or introduce any other matching mechanism by issuance of Circular</p>
Pre bid Margin	<p>Buyers will have to make available the 105% margin of the bid value before submission of bids. No pre-bid margin is required from Seller.</p> <p>The Exchange reserves the right to amend the quantum of pre-bid margin from time to time</p>
Post-Trade Margin (after matching & Before Application to Load Dispatch Centre)	<p><u>For Buyers</u></p> <p>100% of the total trade value and applicable charges (Charge margin) or margin amount from the buyers and no post-bid margin from the seller or as Prescribed.</p> <p>The Margin shall be recomputed on Application Acceptance and/or Real time curtailment. Once the Post-trade margin is applied, Pre-bid margin would be released. Once the pay-in for the trade is fulfilled, Post-trade margin would be released.</p>

	<u>For Sellers</u> 5% of the total trade value and applicable charges (Charge margin) or margin from Sellers or as Prescribed. In case of insufficient post trade margin, the same will be adjusted from the next pay-out of the Sellers and it shall be adjusted alongwith payment of obligation on Pay-out Day
Transaction Fee	As defined in Exchange circular from time to time

Other terms and conditions of the contract shall be as per Annexure – VI below.

Annexure IH - PXIL Green Day Ahead Contingency Solar / Non Solar Electricity Market Contract Specifications

Type of Market	Day Ahead Contingency – Solar / Non Solar (Separate sessions shall be operated for transaction in Solar or Non Solar)
Selling Entity	Solar or Non Solar power for participating in respective session. 'RE Hybrid energy project' shall be considered as Non Solar selling entity
Type of Contract	Firm Delivery Contract Delivery of power is the essence of contract. Trade once executed shall be sent for scheduling.
Trading Methodology	Continuous matching mechanism as per Annexure V of Business Rules
Type of Order	1 Fill and Kill (FAK) 2 Fill or Kill (FOK) 3 Limit orders The Exchange reserves the right to introduce other Order types by issuing a Circular from time to time
Auction Days	As specified in Exchange Circular from time to time
Auction Timings	15:00 hours to 23:00 hours (Day T is the trading day for entering bids in pre-defined sessions as decided by the Exchange from time to time)
Duration of Contracts	96 contracts of 15-min duration each for next day Delivery (T + 1)
Minimum Bid Volume	0.1 MW / 100 kW
Minimum Volume Quotation Step	0.01 MW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be regional periphery of selling entity
Transmission Charges	1) Regional Transmission Charges As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time. 2) State Transmission System As per concerned State Electricity Regulatory Commission Regulations / CERC (Open access in inter State transmission)

	Regulations 2008 as amended from time to time
Transmission Losses	<p>As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>STU loss, if applicable, to both Buyer and sellers</p> <p>Seller shall bear the Scheduling & Operating charges up to the delivery point. Buyer shall bear the Scheduling & Operating charges including from Delivery point up to their point of drawl.</p> <p>The charges shall be applied on the quantum of power scheduled at Seller's Regional Periphery</p>
Application Fees & Operating charges	<p>The application fees & operating charges along with taxes, if any, submitted by the Exchange to the RLDC (s) / SLDC (s), shall be equally shared between the Buyer and Seller</p> <p>The Exchange reserves the right to change the above provisions by issuing a Circular from time to time.</p>
Settlement Price	<p>The price discovered during the Continuous matching session.</p> <p>The Exchange reserves the right to modify and/or introduce any other matching mechanism by issuance of Circular</p>
Pre bid margin	<p>Pre bid margin at the time of bidding will be 105% of the bid value from Buyers. No pre-bid margin is required from the Seller.</p> <p>The Exchange reserves the right to modify margin by issuance of Circular from time to time</p>
Post-Trade Margin (after matching & Before Application to Load Dispatch Centre)	<p><u>For Buyers</u></p> <p>100% of the total trade value and applicable charges (Charge margin) or margin amount from the buyers and no post-bid margin from the seller or as Prescribed.</p> <p>The Margin shall be recomputed on Application Acceptance and/or Real time curtailment. Once the Post-trade margin is applied, Pre-bid margin would be released. Once the pay-in for the trade is fulfilled, Post-trade margin would be released.</p> <p><u>For Sellers</u></p> <p>5% of the total trade value and applicable charges (Charge margin) or margin from Sellers or as Prescribed. In case of insufficient post trade margin, the same will be adjusted from the next pay-out of the Sellers and it shall be adjusted alongwith payment of obligation on Pay-out Day</p> <p>The margins may be in the form of Bank Guarantee, FD, Cash or Bank limit or any such instrument as may be notified by the exchange from time to time. For the unmatched trades, the margin will be released to the Buyer.</p> <p>Bids will not be executed in case sufficient margins are not maintained by the Members. In case of any default in payment, Deposits / Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin</p>

	collected for other products by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.
Transaction Fee	As defined in Exchange circular from time to time

Other terms and conditions of the contract shall be as per Annexure – VI below.

Annexure II - PXIL Green Weekly Solar / Non Solar Electricity Market Contract Specifications

Type of Market	Weekly Solar/ Non Solar on a Term Ahead basis (Separate sessions shall be operated for transaction in Solar or Non Solar)
Selling Entity	Solar or Non Solar power for participating in respective session. 'RE Hybrid energy project' shall be considered as Non Solar Selling entity
Type of Contract	Firm Delivery Contract Delivery of power is the essence of contract. Trade once executed shall be sent for scheduling.
Trading Methodology	Continuous matching mechanism as per Annexure V of Business Rules
Type of Order	1 Fill and Kill (FAK) 2 Fill or Kill (FOK) 3 Limit orders The Exchange reserves the right to introduce other Order types by issuing a Circular from time to time
Auction Timings	Wednesdays/Thursdays of current week (10:00 to 16:00 hours)
Contract Trading Available for	Delivery shall be in 'MW' to be supplied on all days of the Week [Monday to Sunday] Seller and Buyer shall place Orders in 'MW' for intended duration, the Orders shall be matched, the time block wise matched quantum in 'MW' shall be submitted to RLDC for scheduling. Based on approved quantum information received from RLDC, the Exchange shall issue obligations as under: a) Seller – Time block wise quantum of power in 'MW' scheduled for injection by RLDC b) Buyer – The quantum of energy purchased in 'MWh' and the time block wise drawl in 'MW' scheduled by RLDC
Duration of Contracts	From 00:00 hours of Monday to 24:00 hours of Sunday of forthcoming week The Seller shall inject power (in 'MW') to be scheduled on daily basis or multiples thereof 96 Time Block Contracts for upcoming week delivery (Monday to Sunday)

Minimum Bid Volume	0.1 MW / 100 kW
Minimum Volume Quotation Step	0.01 MW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be regional periphery of selling entity
Transmission Charges	<p>1) Regional Transmission Charges As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>2) State Transmission System STU Charges if applicable to both Buyer and Seller As per concerned State Electricity Regulatory Commission Regulations / CERC (Open access in inter State transmission) Regulations 2008 as amended from time to time</p>
Transmission Losses	<p>As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>STU loss if applicable to both Buyer and Seller Seller shall bear the Scheduling & Operating charges up to the delivery point. Buyer shall bear the Scheduling & Operating charges including from Delivery point up to their point of drawl. The charges shall be applied on the quantum of power scheduled at Seller's Regional Periphery</p>
Application Fees & Operating charges	<p>The application fees & operating charges along with taxes, if any, submitted by the Exchange to the RLDC (s) / SLDC (s), shall be equally shared between the Buyer and Seller The Exchange reserves the right to change the above provisions by issuing a Circular from time to time.</p>
Settlement Price	<p>The price discovered during the Continuous matching session. The Exchange reserves the right to modify and/or introduce any other matching mechanism by issuance of Circular</p>
Margin	<ol style="list-style-type: none"> 1) Pre bid margin at 10 paise per kWh from both buyers and sellers or as prescribed by the Exchange from time to time 2) Post trade margin (after matching & before application to RLDC) – At 45% of total trade value or 100% equivalent to next 3 days of matched trade value whichever is higher from Buyers or as prescribed. The margin shall be recomputed on Application acceptance and/or Real time curtailment. Once the post-trade margin is applied, pre-bid margin would be released. 3) Charge Margin- This margin would be applied at the time of application creation or as prescribed. Charge margin applicability is specific to a Product and would be

	<p>applicable either on buy side, sell side or both. The margin shall be recomputed on application acceptance. Once the pay-in for trade is fulfilled towards charges, charge margin would be released.</p> <p>The margins may be in the form of Bank Guarantee, FD, Cash or Bank limit or any such instrument as may be notified by the exchange from time to time. For the unmatched trades, the margin will be released to the Buyer.</p> <p>Bids will not be executed in case sufficient margins are not maintained by the Members. In case of any default in payment, Deposits / Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin collected for other products by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.</p>
Trading Slots and Auction timings	<p>The trade slots are those time periods during which the contracted quantity has to be delivered for the entire contract period. The Green Weekly Product can be traded over any or all of the Trading slots. The Trading slots and Auction trade session will be notified by Exchange through Trading calendar. The below trading slots are identified:</p> <ol style="list-style-type: none"> Round the clock – 00:00 to 24:00 hours Morning peak – 06:00 to 10:00 hours Evening peak – 18:00 to 22:00 hours Day-off peak – 10:00 to 18:00 hours Nigh-off peak – 00:00 to 06:00 hours and 22:00 to 24:00 hours 15 minutes or multiples thereof – 15 minutes or multiples or any combination thereof <p>In addition to above, Exchange reserves the right to modify and prescribe new Trading slots from time to time.</p> <p>Auction trade session – The Weekly Auction Trade session for the operational day of the Exchange shall be notified from time to time.</p>
Transaction Fee	As defined in Exchange circular from time to time

Other terms and conditions of the contract shall be as per Annexure – VI below.

Annexure I J - PXIL Green Any Day Solar / Non Solar Electricity Market Contract Specifications

Type of Market	Any Day (s) Solar / Non Solar on Term Ahead basis (Separate sessions shall be operated for transaction in Solar or Non Solar)
Selling Entity	Solar or Non Solar power for participating in respective session. 'RE Hybrid energy project' shall be considered as Non Solar selling entity
Type of Contract	Firm Delivery Contract Delivery of power is the essence of contract. Trade once executed shall be sent for scheduling.
Contracts Available for Trading	Delivery shall be in 'MW' for each time block for intended duration Seller and Buyer shall place Orders in 'MW' for intended duration, the Orders shall be matched, the time block wise matched quantum in 'MW' shall be submitted to RLDC for scheduling. Based on approved quantum information received from RLDC, the Exchange shall issue obligations as under: <ul style="list-style-type: none"> a) Seller – Time block wise quantum of power in 'MW' scheduled for injection by RLDC b) Buyer – the quantum of energy purchased in 'MWh' and the time block wise drawl in 'MW' scheduled by RLDC
Trading Methodology	Continuous matching mechanism as per Annexure V of Business Rules
Type of Order	1 Fill and Kill (FAK) 2 Fill or Kill (FOK) 3 Limit orders The Exchange reserves the right to introduce other Order types by issuing a Circular from time to time
Duration of Contracts	Daily or multiples thereof as notified by Exchange from time to time. The Seller shall inject power (in MW) to be scheduled on daily basis or multiples thereof
Auction Timings	Daily from 01:00 to 23:00 hours
Delivery Period	96 Time Block Contracts of 15-minute duration each for next day delivery (Day T+1) and up to (Day T + 11). The delivery for the next day shall be atleast 13 time blocks ahead in case of Orders placed after 20:45 hrs. The Exchange reserves the right to revise the above provision

	based on direction received from RLDC from time to time by issuance of Circular
Minimum Bid Volume	0.1 MW / 100 kW
Minimum Volume Quotation Step	0.01 MW
Minimum Value Quotation step	Rs. 1 per MWh
Delivery Point	The delivery point shall be regional periphery of selling entity
Transmission Charges	<p>1) Regional Transmission Charges As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>2) State Transmission System STU Charges if applicable to both Buyer and sellers As per concerned State Electricity Regulatory Commission Regulations / CERC (Open access in inter State transmission) Regulations 2008 as amended from time to time</p>
Transmission Losses	<p>As per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulation, 2020 as amended from time to time.</p> <p>STU loss if applicable to both Buyer and Seller Seller shall bear the Scheduling & Operating charges up to the delivery point. Buyer shall bear the Scheduling & Operating charges including from Delivery point up to their point of drawl. The charges shall be applied on the quantum of power scheduled at Seller's Regional Periphery</p>
Application Fees & Operating charges	<p>The application fees & operating charges along with taxes, if any, submitted by the Exchange to the RLDC (s) / SLDC (s), shall be equally shared between the Buyer and Seller</p> <p>The Exchange reserves the right to change the above provisions by issuing a Circular from time to time.</p>
Settlement Price	The price discovered during the Continuous matching session. The Exchange reserves the right to modify and/or introduce any other matching mechanism by issuance of Circular
Margin	<p>1) Pre bid margin at 10 paise per kWh from both buyers and sellers or as prescribed by the Exchange from time to time</p> <p>2) Post trade margin (after matching & before application to RLDC) – At 45% of total trade value or 100% equivalent to next 3 days of matched trade value whichever is higher from Buyers or as prescribed. The margin shall be recomputed on Application acceptance and/or Real time curtailment. Once the post-trade margin is applied, pre-bid margin would be released.</p> <p>3) Charge Margin- This margin would be applied at the time of</p>

	<p>application creation or as prescribed. Charge margin applicability is specific to a Product and would be applicable either on buy side, sell side or both. The margin shall be recomputed on application acceptance. Once the pay-in for trade is fulfilled towards charges, charge margin would be released.</p> <p>The margins may be in the form of Bank Guarantee, FD, Cash or Bank limit or any such instrument as may be notified by the exchange from time to time. For the unmatched trades, the margin will be released to the Buyer.</p> <p>Bids will not be executed in case sufficient margins are not maintained by the Members. In case of any default in payment, Deposits / Margins placed with the Exchange will be invoked to make good the default in payment. All other forms of margin collected for other products by the Exchange till such time may also be impounded. Exchange reserves its right to change the margin requirements from time to time as felt necessary.</p>
Trading Slots and Auction timings	<p>The trade slots are those time periods during which the contracted quantity has to be delivered for the entire contract period. The Green Any Product can be traded over any or all of the Trading slots. The Trading slots and Auction trade session will be notified by Exchange through Trading calendar.</p> <p>Auction trade session – The Any Day (s) auction trade session for the operational day of the Exchange shall be notified from time to time.</p>
Transaction Fee	As defined in Exchange circular from time to time

Other terms and conditions of the contract shall be as per Annexure – VI below.

ANNEXURE - II (A)

(Member - Client Agreement has to be executed on a Non-Judicial Stamp paper of the value prevailing in the state.)

Member - Client Agreement

This agreement is made and executed at _____ on this ____ day of _____

Between:

Mr./Ms./M/s. _____, an individual / a partnership firm / a body corporate, registered / incorporated under the provisions of the Indian Partnership Act, 1932 / Companies Act, 1956, being a Member of Power Exchange India Limited (hereinafter referred to as **“Exchange”**) and having his /her /its office /registered office at _____, hereinafter referred to as **“Member”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, executors and administrators / the partners of the said firm for the time being, the survivor or survivors of them and the heirs, executors and administrators of such last survivor / its successors and legal representatives, as the case may be) of the **One Part**;

And

Mr./Ms./M/s. _____, an individual / a proprietary concern / a partnership firm / a body corporate, registered / incorporated under the provisions of the Indian Partnership Act, 1932 / Companies Act, 1956, having his /her / its Permanent Account Number _____ (“PAN”) and his / her / its residence / registered office at _____, hereinafter referred to as **“Client”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, executors and administrators /the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last survivor / its successors and legal representatives, as the case may be) of the **Other Part**.

WHEREAS:

The Member is registered as Member of the Exchange.

The client is desirous of Trading in those Contracts admitted for dealing on the Exchange as defined in the Bye Laws, Rules, Business Rules of the Exchange and Circulars issued thereunder from time to time.

The client has satisfied itself of the capability of the Member to deal in those Contracts admitted for dealing on the Exchange and wishes to execute Orders through the Member and the client shall from time to time continue to satisfy of such capability of the Member before executing any Orders through the Member.

The Member has satisfied and shall continuously satisfy about the genuineness and financial soundness of the client and Trading objectives relevant to the services to be provided.

The Member has taken steps and shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.

The Member and the client agree to be bound by all the Rules, Byelaws of the Exchange and Circulars issued thereunder from time to time and Rules and Regulations of Central Electricity Regulatory Commission (hereinafter referred to as CERC) and the relevant notifications of Government authorities as may be in force from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDING AS SET FORTH IN THIS AGREEMENT, THE PARTIES THERETO HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

1. The client agrees to immediately notify the Member in writing if there is any change in the information in the 'client registration form' provided by the client to the Member at the time of opening of the account or at any time thereafter.

-
2. The Member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in Trading on the Exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a Contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable margins as are considered necessary by the Member or the Exchange or as may be directed by CERC from time to time. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or CERC) and the client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the Contract may dictate/require.
 3. The Client agrees to pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the Rules and bye - laws of the Exchange/CERC if any.
 4. The Client agrees to abide by the exposure limits, if any set by the Member or by the Exchange or CERC from time to time.
 5. The Member agrees that the money deposited by the client shall be kept in a separate account, distinct from his/its own account and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in PXIL Rules and Byelaws or under any Rules, Regulations, Bye Laws, guidelines or directives specified by CERC.

6. The client agrees to immediately furnish information to the Member in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
7. The Member agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it.
8. The client and the Member agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Business Rules of the Exchange as may be in force from time to time and Circulars issued thereunder from time to time.
9. The client shall abide by provisions of Electricity Act, 2003, Grid Code or any Rules or Regulations made thereunder or any other applicable Act or any Rules or Regulations made thereunder.
10. The Client agrees to indemnify PXI, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.
11. The agreement entered into between the Member and the client shall stand terminated by mutual consent of the parties by giving at least one-month notice to each other. Such termination shall not have any effect on the transactions executed before the date of notice of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.
12. This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in the Rules, Byelaws and Business Rules of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

13. The Member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the Member may so disclose information about its/his client to any person or authority with the express permission of the client.

14. All trades, transactions and Contracts are subject to the Rules, Bye Laws and Business Rules of the Exchange.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written. The

Client's Signature /

Member's Signature /

Authorized Signatory

Authorized Signatory

Signed by:

Signed by:

Title:

Title:

Name of the Client:

Name of the Member:

Witness:

Witness:

1.

1.

2.

2.

ANNEXURE II (B)

(Advisory Member - Client Agreement has to be executed on a Non-Judicial Stamp paper of the value prevailing in the state.)

Advisory Member - Client Agreement

This agreement is made and executed at _____ on this _____ day of 20____

Between:

Mr./Ms./M/s. _____, an individual / a partnership firm / a body corporate, registered / incorporated under the provisions of the Indian Partnership Act, 1932 / Companies Act, 1956, being an Advisory Member of Power Exchange India Limited (hereinafter referred to as “**Exchange**”) and having his /her /its office /registered office at _____, hereinafter referred to as “**Advisory Member**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, executors and administrators / the partners of the said firm for the time being, the survivor or survivors of them and the heirs, executors and administrators of such last survivor / its successors and legal representatives, as the case may be) of the **One Part**;

And

Mr./Ms./M/s. _____, an individual / a proprietary concern / a partnership firm / a body corporate, registered / incorporated under the provisions of the Indian Partnership Act, 1932 / Companies Act, 1956, being an TSCM Plus of Power Exchange India Limited, having his /her / its Permanent Account Number _____ (“PAN”) and his / her / its residence / registered office at _____, hereinafter referred to as “**Client**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, executors and administrators /the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last survivor / its successors and legal representatives, as the case may be) of the **Other Part**.

WHEREAS:

The Advisory Member is registered as an Advisory Member of the Exchange.

The Client is desirous of availing of Support Services as defined in the Bye Laws, Rules, Business Rules of the Exchange and Circulars issued thereunder from time to time.

The Client has satisfied itself of the capability of the Advisory Member to provide Support Services and wishes to utilize the services of the Advisory Member for providing Support Services and the Client shall from time to time continue to satisfy of such capability of the Advisory Member before availing of such services from the Advisory Member.

The Advisory Member has taken steps and shall take steps to make the Client aware of the precise nature of the Advisory Member’s liability for business to be conducted, including any limitations, the liability and the capacity in which the Advisory Member acts.

The Advisory Member and the Client agree to be bound by all the Rules, Byelaws of the Exchange and Circulars issued thereunder from time to time and Rules and Regulations of Central Electricity Regulatory Commission (hereinafter referred to as CERC) and the relevant notifications of Government authorities as may be in force from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDING AS SET FORTH IN THIS AGREEMENT, THE PARTIES THERETO HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Client agrees to immediately notify the Advisory Member in writing if there is any change in the information in the 'Client registration form' provided by the Client to the Advisory Member at the time of opening of the account or at any time thereafter.
2. The Advisory Member declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that:
 - a. He has read and understood the risks involved in trading on the exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. He shall be responsible for all trades facilitated by the Advisory Member and that such trades shall be deemed to have been placed by the Client.
 - d. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
3. The Client agrees to pay to the Advisory Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Advisory Member renders to the Client. The Advisory Member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules and bye -laws of the Exchange/CERC if any.
4. The Client agrees to abide by the exposure limits, if any set by the Exchange or CERC from time to time.
5. The Client agrees that he shall place margins for and clear his trades directly with the Exchange or through a member authorized by the Exchange to provide him with clearing services as per the Rules, Byelaws and Business Rules of the Exchange as may be in force from time to time and Circulars issued thereunder from time to time.
6. The Client agrees to immediately furnish information to the member in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
7. The Advisory Member agrees that it shall co-operate in redressing grievances of the Client in respect of transactions facilitated by it.
8. The Client and the Advisory Member agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Business Rules of the Exchange as may be in force from time to time and Circulars issued thereunder from time to time.

9. The Client shall abide by provisions of Electricity Act, 2003, Grid Code or any Rules or Regulations made thereunder or any other applicable Act or any Rules or Regulations made thereunder.
10. The Client agrees to indemnify PXIL, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.
11. The Client agrees to indemnify PXIL, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to any services received from the Advisory Member.
12. The agreement entered into between the Advisory Member and the Client shall stand terminated by mutual consent of the parties by giving at least one-month notice to each other. Such termination shall not have any effect on the transactions executed before the date of notice of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.
13. This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in the Rules, Byelaws and Business Rules of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.
14. The member hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the Advisory Member may so disclose information about its/his Client to any person or authority with the express permission of the Client.
15. All trades, transactions and contracts are subject to the Rules, Bye Laws and Business Rules of the Exchange.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written. The

Client's Signature /

Advisory Member's Signature /

Authorized Signatory

Authorized Signatory

Signed by:

Signed by:

Title:

Title:

Name of the Client:

Name of the Advisory Member:

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.

ANNEXURE III

RISK DISCLOSURE DOCUMENT (TO BE GIVEN BY THE MEMBER TO THE CLIENT)

This document is issued by the Member of the Power Exchange India Limited (hereinafter referred to as “PXIL”), and contains important information on Trading on the Exchange. All prospective Clients should read this document before Trading on PXIL. PXIL does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has PXIL endorsed or passed any merits of participating in the Trading segments. This brief statement does not disclose all the risks and other significant aspects of Trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that Trading, which has varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or Trading experience and low risk tolerance. You should therefore carefully consider whether such Trading is suitable for you in the light of your financial condition. In case you trade on PXIL and suffer adverse consequences or loss, you shall be solely responsible for the same and PXIL shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned Member. The Client shall be solely responsible for the consequences and no Contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing Orders for purchase and/or sale of a security or derivative being traded on PXIL.

It must be clearly understood by you that your dealings on PXIL through a Member shall be subject to your fulfilling certain formalities set out by the Member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of PXIL, guidelines

Prescribed by CERC and in force from time to time and Circulars as may be issued by PXIL and in force from time to time.

PXIL does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any Member and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such Trading. If you are unsure, you must seek professional advice on the same. In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS INVOLVED IN TRADING ON THE EXCHANGE

1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price when Trading activity continues on the Exchange. Generally, higher the volatility of a Contract, greater is its price swings. As a result of volatility, your Order may only be partially executed or not executed at all, or the price at which your Order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell Contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of Orders available in a market, greater are the liquidity. Liquidity is important because with greater liquidity, it is easier for traders to buy and/or sell Electricity swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for Contracts purchased or sold. As a result, your Order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying/selling without intention of giving and/or taking delivery of Electricity may also result into losses, because in such a situation, Electricity may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive Electricity.

1.3 Risk of News Announcements:

Generators/ Distributors of Electricity make news announcements that may impact the price of the securities / Contracts. These announcements may occur during Trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the Contract.

1.4 Risk of Rumours:

At times rumors float in the market through word of mouth, newspapers, websites or news agencies, etc. The Members should be wary of and should desist from acting on rumours.

1.5 System Risk:

High volume Trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in Order execution or confirmation.

1.5.1 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding Orders either on the buy side or the sell side, or if Trading is halted in a security due to any action on account of unusual Trading activity or stock hitting circuit filters or for any other reason.

1.6 System/Network Congestion:

Trading on PXIL is in electronic mode, based on Internet based communications, combination of technologies and computer systems to place and route Orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or Trading halt, or any such other problem/glitch whereby not being able to establish access to the Trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell Orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have unexecuted Orders, these represent a risk because of your obligations to settle all executed transactions.

2. GENERAL

2.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

2.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which

you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

2.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

2.4 The term 'Client' shall mean and include a client, a customer or an investor, who deals with a Member for the purpose of acquiring and/or selling of securities through the mechanism provided by PXIL.

2.5 The term 'Member' shall mean and include a Trading Member who has been admitted as such by PXIL and who holds a valid certificate. I hereby acknowledge that I have received and understood this risk disclosure statement and APPENDIX-1 containing my rights and obligations. Customer Signature (If Partner, Corporate, or other Signatory, then attest with company seal.)

APPENDIX-1

CLIENT'S RIGHTS AND OBLIGATIONS:

1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your Member, particularly in the event of a default on the Exchange or in the Member's firm's insolvency or bankruptcy.

1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the Member, stating towards which account such money or property deposited.

1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of PXIL.

1.1.3 Any dispute with the Member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Business Rules of PXIL.

1.2 Before you begin to trade, you should obtain a clear idea from your Member of all brokerage, commissions, fees and other charges which will be levied on you for Trading. These charges will affect your net cash inflow or outflow.

1.3 You should exercise due diligence and comply with the following requirements of the PXIL and/or CERC:

1.3.1 Please deal only with and through registered Members of PXIL who are enabled to trade on the Exchange.

1.3.2 Demand any such information, details and documents from the Member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.

1.3.3 Furnish all such details in full as are required by the Member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by PXI/CERC at any time, as is available with the Client.

1.3.4 Execute a Member-client agreement in the form Prescribed by the Relevant Authority of PXI, because this may be useful as a proof of your dealing arrangements with the Member.

1.3.5 Give any order to the Member for any bids/offers on PXIL in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the Member.

1.3.6 Ensure that a Contract note is issued to you by the Member which contains minute records of every transaction. Verify that the Contract note contains details of order no., trade price, trade quantity, client code etc allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the Member to the Clients latest on the next working day of the trade. Contract note can be issued by the Member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a Contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of PXI, without delaying.

1.3.7 Ensure that payment against Settlement is given to the concerned Member within one working day prior to the date of pay-in announced by PXIL. Payments should be made only by account payee cheque in favour of the firm/company of the Trading Member and a receipt or acknowledgement towards what such payment is made be obtained from the Member.

1.3.9 In case pay-out of money is not received on the next working day after date of pay-out announced by PXIL please follow-up with the concerned Member for its release. In case pay-out is not released as above from the Member within five working days, ensure that you lodge a complaint immediately with PXIL.

1.3.10 Every Member is required to send a complete 'Statement of Accounts', for funds Settlement to each of its Clients, at such periodicity as may be Prescribed by time to

time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the Member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to PXI, without delaying.

1.4 In case where a Member surrenders his membership, PXIL gives a public notice inviting claims, if any, from Clients. In case of a claim, relating to "transactions executed on the Trading System" of PXI, ensure that you lodge a claim with PXIL within the stipulated period and with the supporting documents.

1.5 In case where a Member is expelled from Trading membership or declared a defaulter, PXIL gives a public notice inviting claims, if any, from Clients. In case of a claim, relating to "transactions executed on the Trading System" of PXI, ensure that you lodge a claim with PXIL within the stipulated period and with the supporting documents.

1.6 Notes:

1. The term 'Client' shall mean and include a client or a customer who deals with a Trading Member of PXIL
2. The term 'Member' shall mean and include a Member who has been admitted as such by PXIL
3. PXIL may be substituted with names of the relevant Exchanges, wherever applicable.

ANNEXURE – IV**CONTRACT NOTE**

Tel. no..... Fax no.

(Subject to exclusive jurisdiction of the courts in Mumbai only)

Name of the
Member.....

Dealing Office address/ Tel no. / Fax no

**. Name of the
Member/ Address of the Member**

Authorized Signatory

To, Client Name/ Code No./ Order Ref. No.

Sir/ Madam,

I/ We have this day done by order and on your account the following transactions

Contract No:.....

To be stamped as per the provisions applicable under the
relevant Stamp Act

Date:

Annexure V

Matching Rules

I. Double Sided closed bid Auction with uniform Market Clearing Price

1. Trading Session- The Exchange may launch more than one Trade Auction Session running either in parallel or at different time spans. Subject to the approval of CERC, the Exchange is also entitled to modify or change the matching rules relevant to any market or Trading Session any time where it is necessary to do so.

2. Types of Orders¹

2.1. Normal Order – A Normal order contains price-quantity pair(s), where a Buyer is willing to buy all quantity upto the value specified at or below the quoted price and Seller is willing to sell all quantity upto the value specified at or above the quoted price.

2.2. Block Order – Exchange may allow different types of Block Orders as felt necessary from time to time like:

2.2.1. “All Or None” type of Block Orders contains price-quantity pair(s) for a set of contiguous time slots and shall be considered indivisible whereby they shall either be included or excluded in totality based on the selection criteria of meeting the clearing prices on the average in their respective bid zone.

Example:

a. Case 1 – Adequate Quantity and Price in all Time Slots

		Type of Order	Time Slots	01	02	03	04	05	06	07	08
Sell	Block Order	Price	4								
		Qty	50 MW								
Buy	Normal Orders	Price	6	6	5	5	6	5	4	5	
		Qty	50	50	70	50	60	50	50	60	

¹ For all examples herein under, unless mentioned otherwise, all prices are expressed in Rs. per KWh and all Quantities are expressed in MW.

In the above, since there are corresponding Buy Orders in all the time slots, at a better Average Price than the Sell Block Order, the Sale Block Order gets cleared fully.

b. Inadequate Quantity in some Time Slots

		Type of Order	Time Slots	01	02	03	04	05	06	07	08
Sell	Block Order	Price	4								
		Qty	50 MW								
Buy	Normal Orders	Price	6	5	4	5	5	5	4	5	
		Qty	50	20	70	30	60	50	30	10	

In the above case, due to inadequate corresponding buy quantities in Time Slots 02, 04, 07 and 08, the Sale Block Order does not get cleared for any hour.

c. Average Price Criteria

		Type of Order	Time Slots	01	02	03	04	05	06	07	08
Sell	Block Order	Price	4								
		Qty	50 MW								
Buy	Normal Orders	Price	5	2	4	3	4.5	4	2.25	2.5	
		Qty	50	60	60	50	50	50	50	55	

In the above case, due to inadequate corresponding buy prices in Time Slots 02, 04, 07 and 08, the Average Price criteria for the Block Order is not met and therefore the Sale Block Order does not get cleared for any hour.

2.2.2. Any other type of Block Orders

2.2.3. Buyer / Seller may place multiple block orders, each of which can be up to a maximum quantum of 25 MW. The Exchange may modify the quantity limit of each block order through further circular.

2.3. Any other Orders as may be notified from time to time

3. Order Matching Rules: Without prejudice to the generality of the above, the Order matching rules will have the following features

3.1. **All purchase Orders** can have only non-increasing quantity for every increase in the Order price, and every sale Order will have only non-decreasing quantity for every increase in the Order price.

3.2. The Purchase or Sale Quantity would be considered to remain constant between consecutive price points as may be specified by an entity. Thus, for any order, the quoted volume would be held constant between one price point to the next quoted price point.

To clarify further,

3.2.1. If a Buyer Orders as follows:

Price (Rs/KWh)	Quantity (in MW)
1	100
3	40
5	20

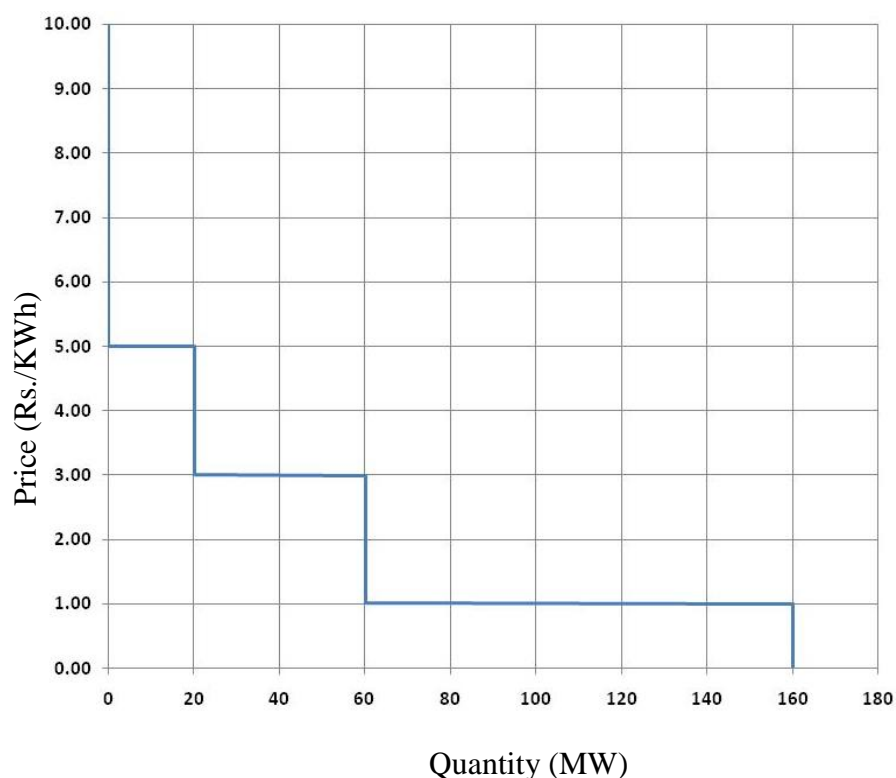
The above Order implies the following:

Buyer will buy quantity upto 20 MW if MCP is Rs. 5 per KWh or below

Buyer will buy quantity upto 60 MW (i.e. $40+20 = 60$ MW and not 40 MW) if MCP is Rs. 3 per KWh or below

Buyer will buy quantity upto 220 MW (i.e. $20+40+100 = 160$ MW and not 100 MW) if MCP is Rs. 1 per KWh or below

The Buyer's order curve would be as below:



3.2.2. If a Seller orders as follows:

Price (Rs/KWh)	Quantity (in MW)
5	100
3	40
2	20

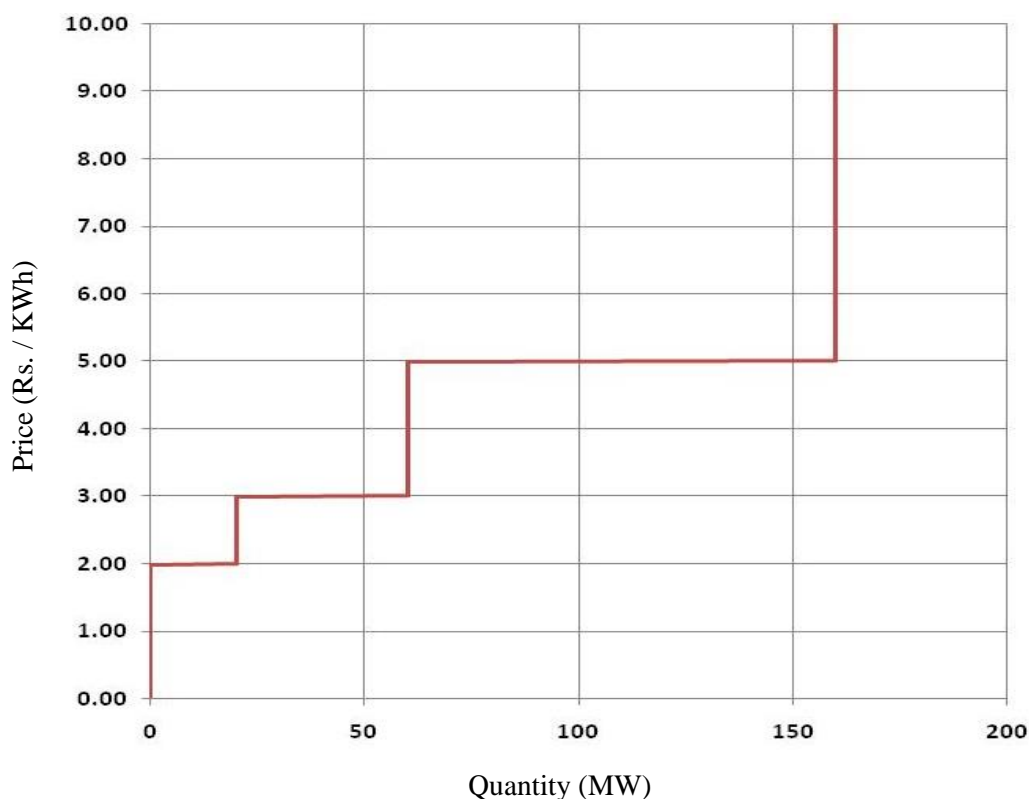
The above Order implies the following:

Seller will sell quantity upto 20 MW if MCP is Rs. 2 per KWh or above but less than Rs. 3 per kWh

Seller will sell quantity upto 60 MW (i.e. $20 + 40 = 60$ MW and not 40 MW) if MCP is Rs. 3 per KWh or above but less than Rs. 5 per kWh

Seller will sell quantity upto 160 MW (i.e. $20+40+100 = 160$ MW and not 100 MW) if MCP is Rs. 5 per KWh or above

The Seller's order curve would be as below:

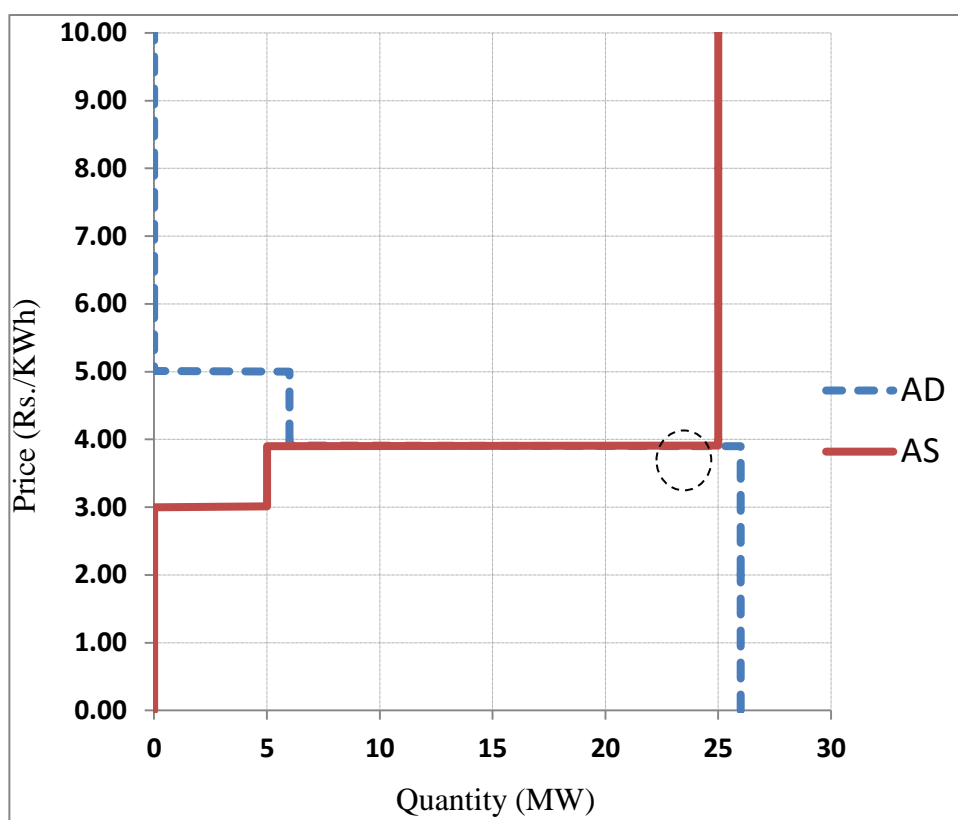


4. Matching Process

- 4.1. In the initial instance, all the buy and sell orders are aggregated at each price tick to arrive at the Aggregate Demand (AD) and Aggregate Supply (AS) curves respectively for each time slot.
- 4.2. The intersection of AD and AS curves is determined to arrive at the Market Clearing Price and Market Clearing Volume for each time slot.
- 4.3. In case of overlapping Supply and Demand Curves, the following would apply:
 - 4.3.1. In case of overlapping Supply and Demand curves for multiple executable volume points, the highest volume point will be Market Clearing Volume. This follows the principle of Maximum Executable Volume.

Eg: - Orders

Participant	Price	Qty	Time
Buyer 1	5.0	6	11:00
Buyer 2	3.9	20	11:10
Seller 1	3.9	20	11:20
Seller 2	3.0	5	11:30

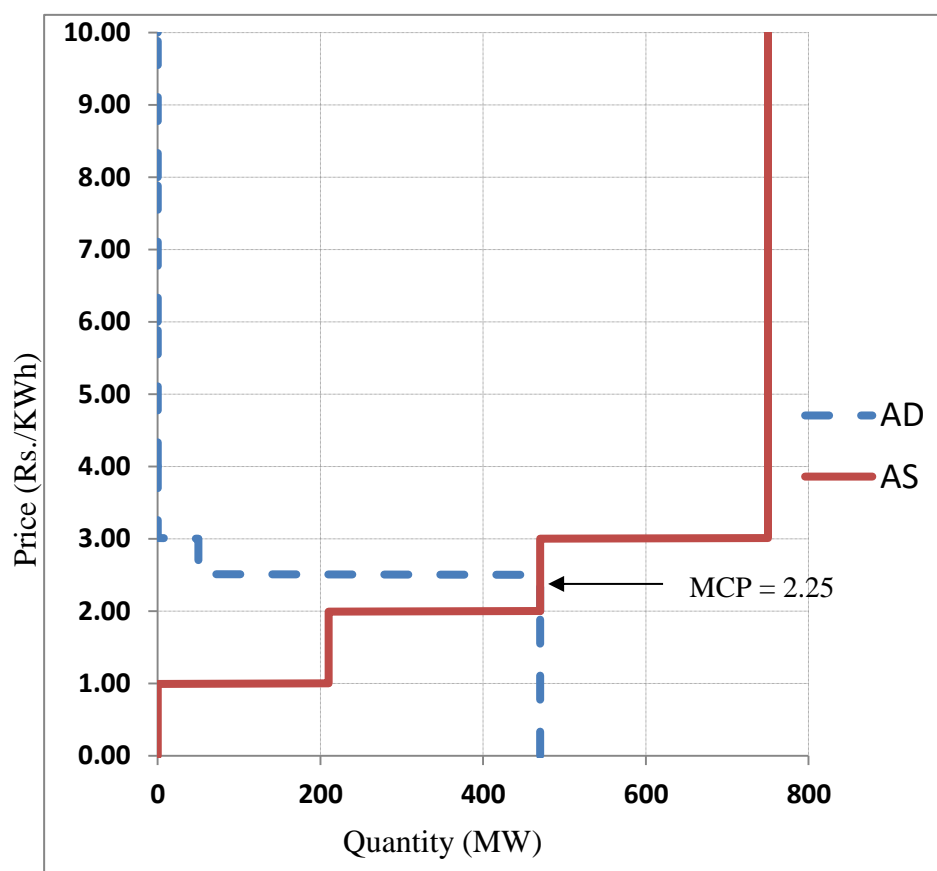


MCP = 3.9 and MCV = 25

- 4.3.2. In case of overlapping Supply and Demand curves for multiple price ticks for the same executable volume, the Average of the lowest price tick and the highest price tick within which such overlap was applicable, will be the Market Clearing Price.

Eg:- Exact Overlapping at multiple price points for Demand and Supply Curves

Participant	Price	Qty	Time
Buyer 1	2.5	140	10:10
Buyer 2	3.0	50	10:50
Buyer 3	2.5	140	10:55
Buyer 4	2.5	140	10:59
Seller 1	2.0	260	11:10
Seller 2	1.0	210	11:50
Seller 3	3.0	280	11:55

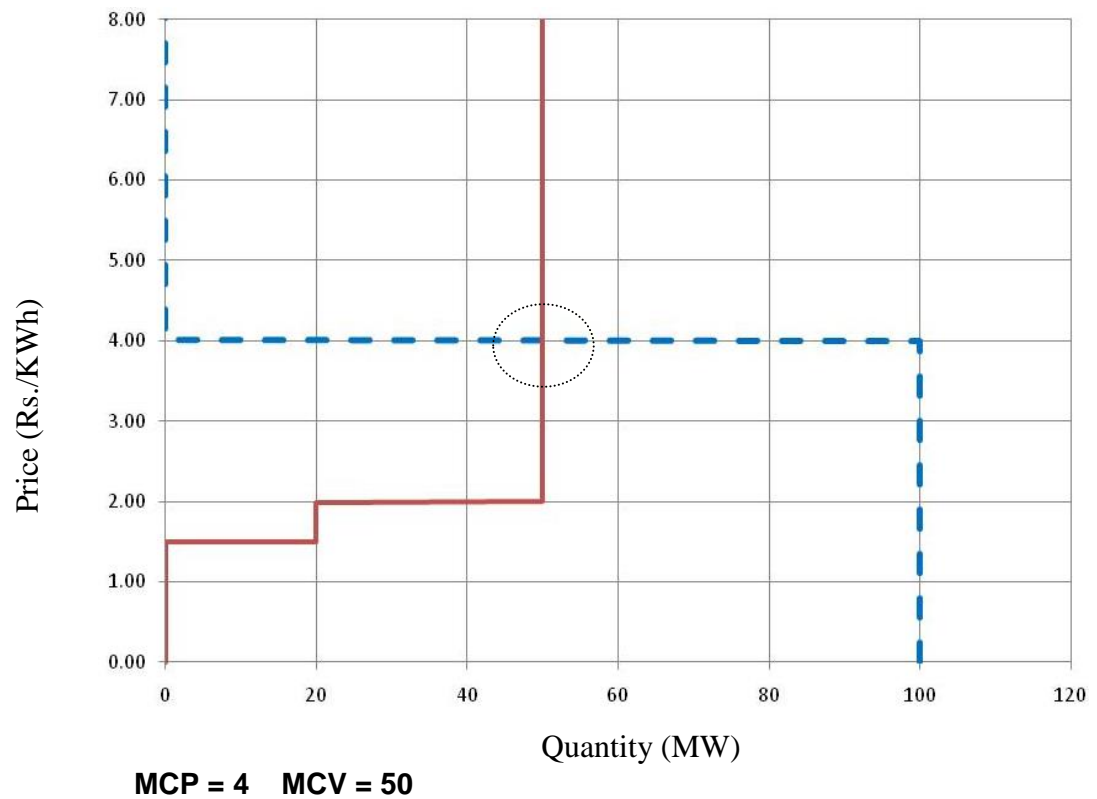


MCP = 2.25 (mid-point of 2.0 & 2.5) and MCV = 470

4.4. In case of Over-Supply or Over-Demand, the AD and AS curves would be drawn as follows:

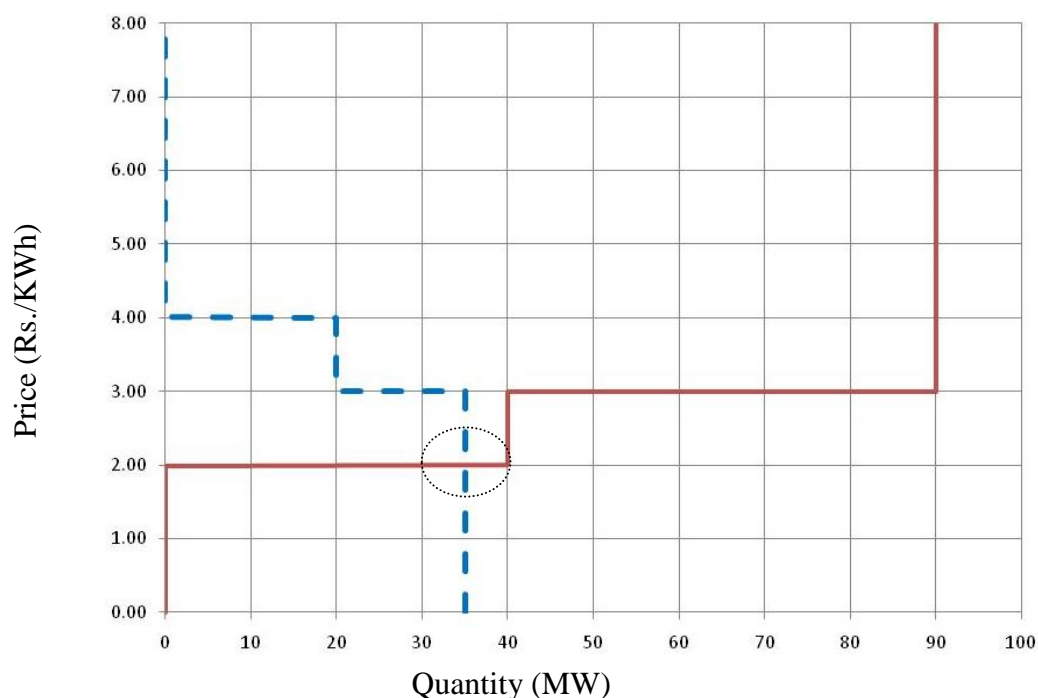
4.4.1. Over Supply Orders

Participant	Price	Qty	Time
Buyer 1	4	50	10:10
Buyer 2	4	50	10:50
Seller 1	1.5	20	11:00
Seller 2	2	30	11:10



4.4.2. Over Demand Orders

Participant	Price	Qty	Time
Buyer 1	4	20	10:10
Buyer 2	3	15	10:50
Seller 1	2	40	11:00
Seller 2	3	50	11:10



$$\text{MCP} = 2 \quad \text{MCV} = 35$$

- 4.5. All the Sell Orders which have Price less than or equal to Market Clearing Price and all the Buy Orders which have Price more than or equal to Market Clearing Price qualify for matching.
- 4.6. All the Block orders would then be checked to see if the same can be included in all the hours in case the Average of MCP across the hours for which block order exist, fulfills the price of the block order.
- 4.7. Across all the time slots, the Block orders that are included as per step 4.6 above are traded first along with Normal orders which qualify both the price and volume criteria
- 4.8. In case of several equally placed orders, selection would be based on time precedence of the submitted orders. Order preference based on time precedence, in case of equally placed orders, shall be undertaken only for Block Orders. The order of priority is as below:
 - 4.8.1. Price – Best quoted price shall be given highest preference
 - 4.8.2. Quantity – Among equally priced orders, that block order which maximizes the executable volume is given higher preference

- 4.8.3. Time – Among equally priced orders with equal volume, the order submitted earlier would be given higher preference
- 4.9. Price Rounding off would be to the nearest defined price tick (as given in the Contract Specifications)
- 4.10. In some cases, an order may be rejected despite appearing to be a valid order on the basis of price. This happens in a situation where inclusion of such an order might result in change in MCP in an adverse direction or block orders getting unduly rejected. The reason for rejection is that in case if such order is accepted, the average price of market changes in such a way that the order is no longer justified to be in. This may be both due to price as well as volume harmonizing. Such orders are termed as paradoxically rejected orders.
- 4.11. In case of identification of a congested zone, the Market is split into multiple regions as per the congested corridor
- 4.12. For each Region the MCP and MCV is generated as per the above steps
- 4.13. The electricity flow from the Surplus Region is flown through the Congested corridor (subject to the available transmission capacity on the congested corridor) to the Deficit Region and helps in balancing the surplus / deficit mismatch to the extent of the flow in accordance with the principles detailed in Section 6 - “Congestion Management – Market Splitting”

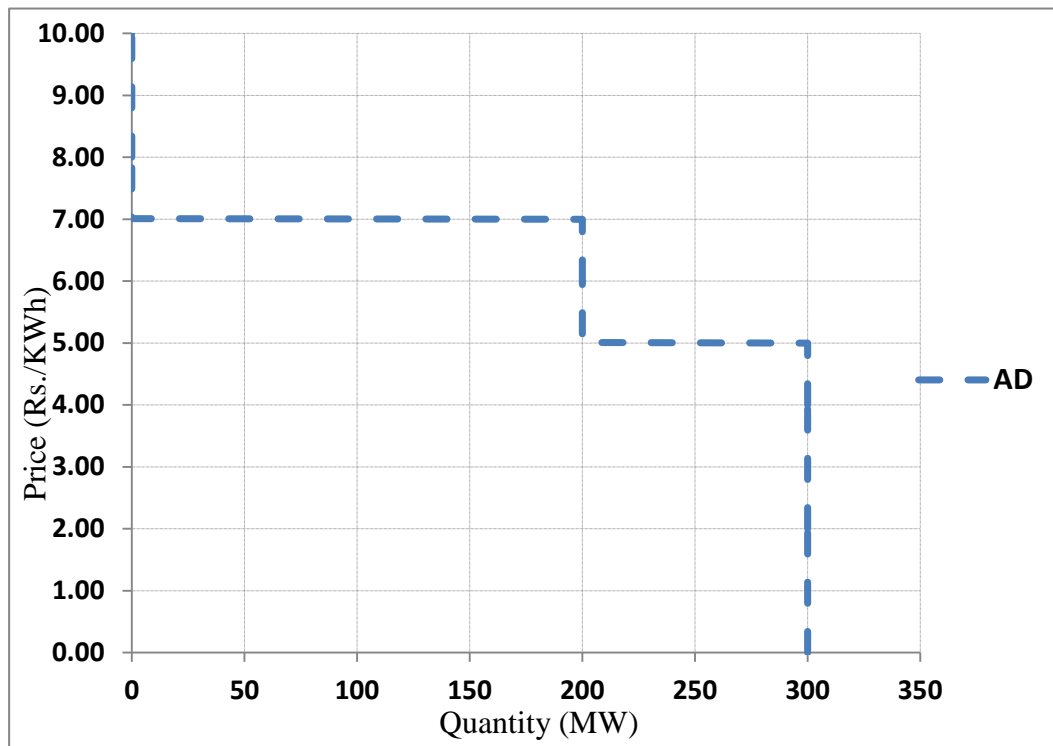
5. The Matching Rules have been illustrated below:

5.1. Matching Rules – Flow

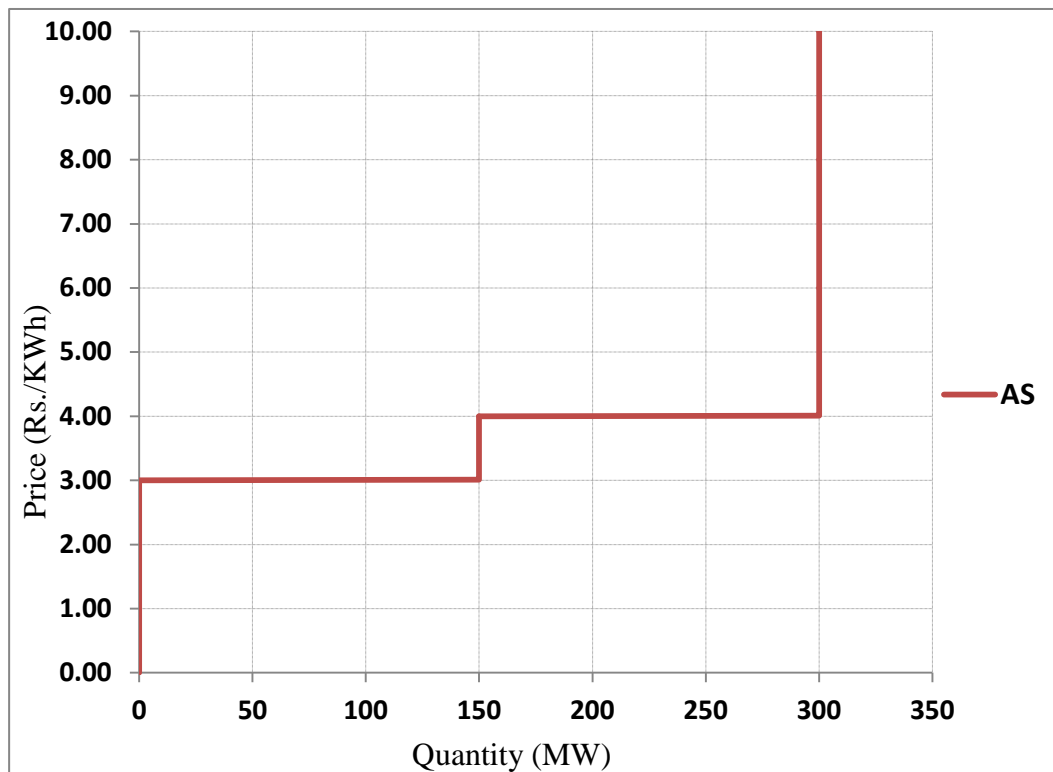
Orders

Sr. No.	Entity	Region	Buy/Sell	Qty(MW)	Bid Price (Rs./KWh)
1	A	North	Buy	100	5
2	B	South	Buy	200	7
3	C	West	Sell	150	4
4	D	West	Sell	150	3

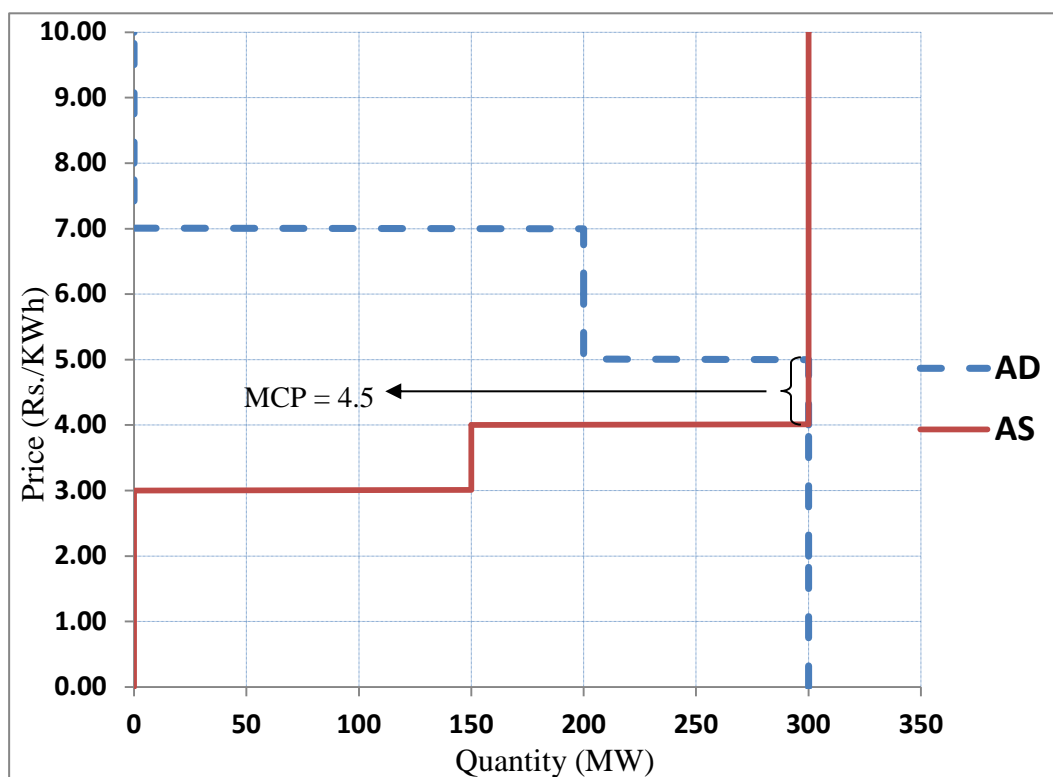
Aggregate Demand Curve



Aggregate Supply Curve



Unconstrained Matching



Trades after Unconstrained Matching would be:

MCP = 4.5 (mid-point of 4 and 5)

Sr. No.	Buyer	Qty
1	A	100
2	B	200

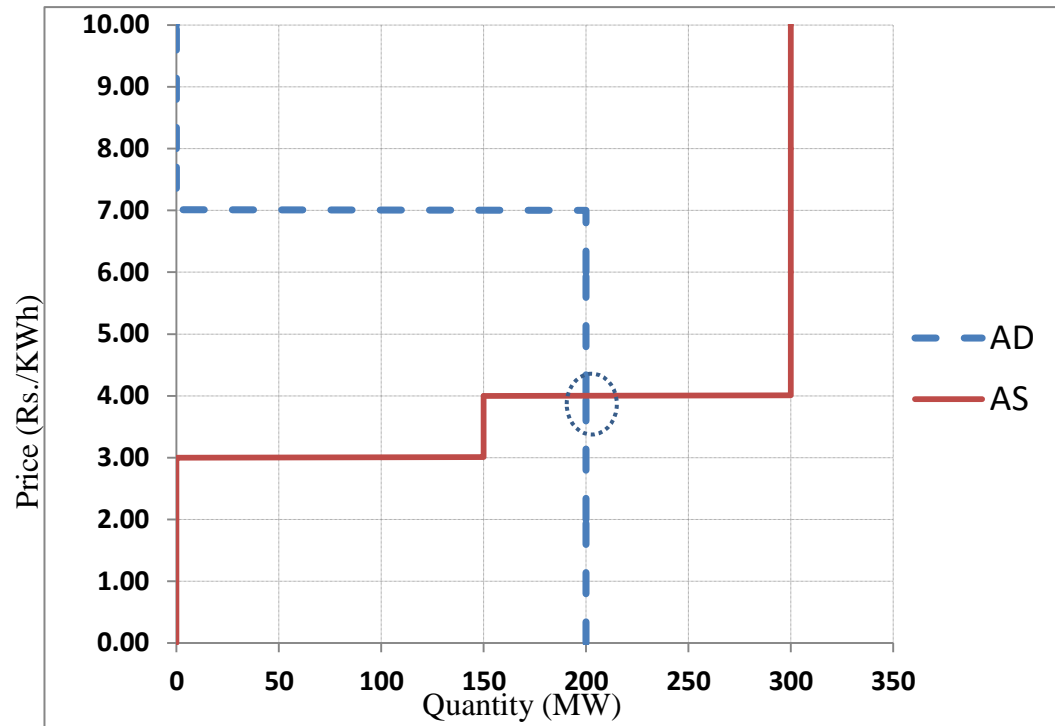
Sr. No.	Seller	Qty
1	D	100
2	C	150

Congestion

However, after receipt of the constraints on various transmission corridors, let us assume that it is identified that there is congestion between the Northern Region and the Rest of India and only 50 MW can flow into the Northern Region from the Rest of India.

In such a case the overall market will be split into two markets, “Rest of India” and “Northern Region”.

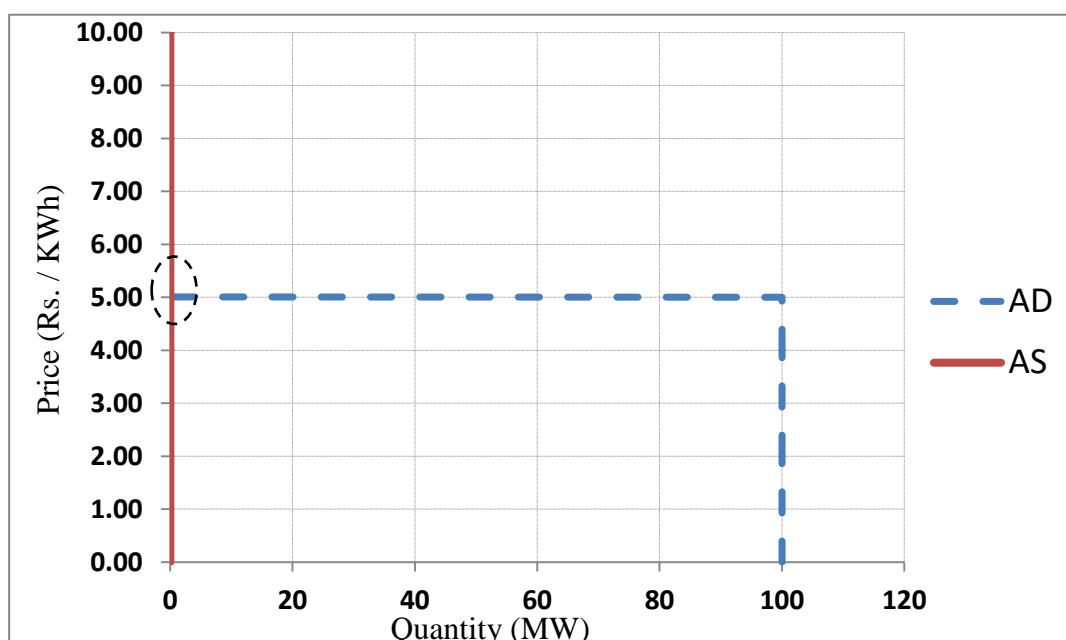
“Rest of India”



MCP = 4 and MCV = 200

As we can see here, the MCP has shifted downwards to Rs. 4 per KWh from Rs. 4.5 per KWh, thus implying that there are more supplies available. Therefore “Rest of India becomes the “Surplus Region”

Northern Region



MCP = 5 and MCV = 0

As we can see here, the MCP has shifted upwards to Rs. 5 per KWh from Rs. 4.5 per KWh, thus implying that there are more demand available than supply. Therefore the “Northern Region” becomes the “Deficit Region”

In view of the above, only 50 MW can flow into Northern Region while its demand was 100 MW. For this 50 MW, buyers at NR pay at Rs 5.00 per unit whereas the corresponding sellers from rest of the country are paid at Rs 4.00 per unit.

All the buyers bidding at a price equal or more than MCP of Surplus Region will get traded at MCP of the Surplus Region. However only the buyers at NR will get traded at MCP of Deficit Region.

Similarly, all the sellers bidding at a price equal or lower than MCP of Surplus Region will get traded at MCP of Surplus Region. All the sellers at Deficit Region (NR) will get traded at MCP of Deficit Region.

Therefore, the Final Obligations are

Sr. No.	Buyer	Qty	Price
1	B	200	Rs. 4.00
2	A	50	Rs. 5.00 (MCP of Deficit Region)

Sr. No.	Seller	Qty	Price
1	D	150	Rs. 4.00

Sr. No.	Seller	Qty	Price
2	C	50	Rs. 4.00
3	C	50	Rs. 5.00 (MCP of Deficit Region)

6. Congestion Management – Market Splitting

Congestion management on PXIL's system is handled through market splitting where the energy transaction and the associated transmission capacity between the bidding zones are handled concurrently.

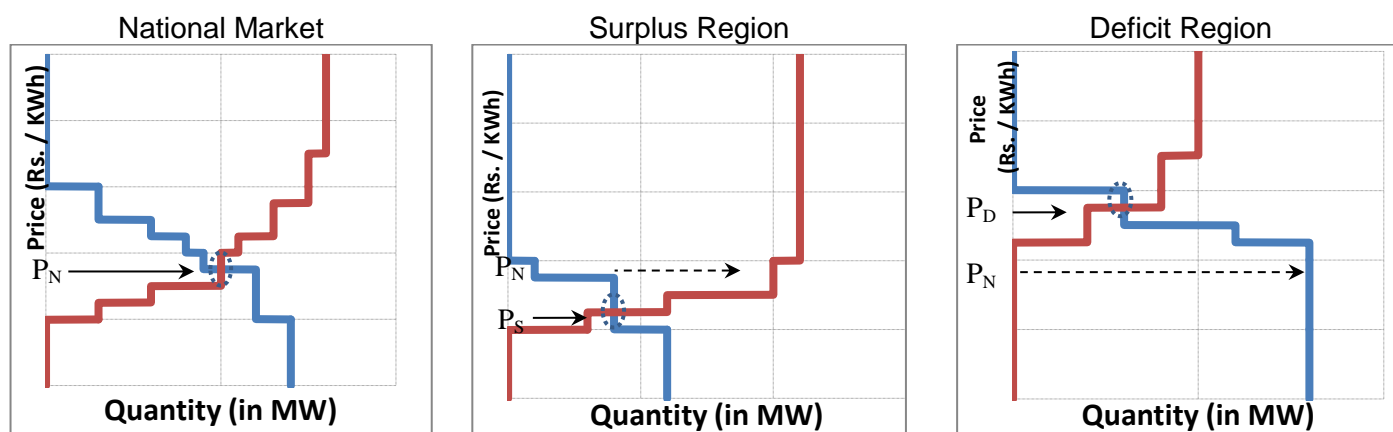
Once a congested zone is identified, based on unavailability of adequate transmission capacity to cater to the zone's demand, the congested zone is separated from the rest of the market.

In the first instance, both the markets are cleared as standalone markets and then the deficit area which has the higher price is flown as much electricity as the capacity of the congested line will allow from the surplus area with the lower price.

A generic situation is described below:

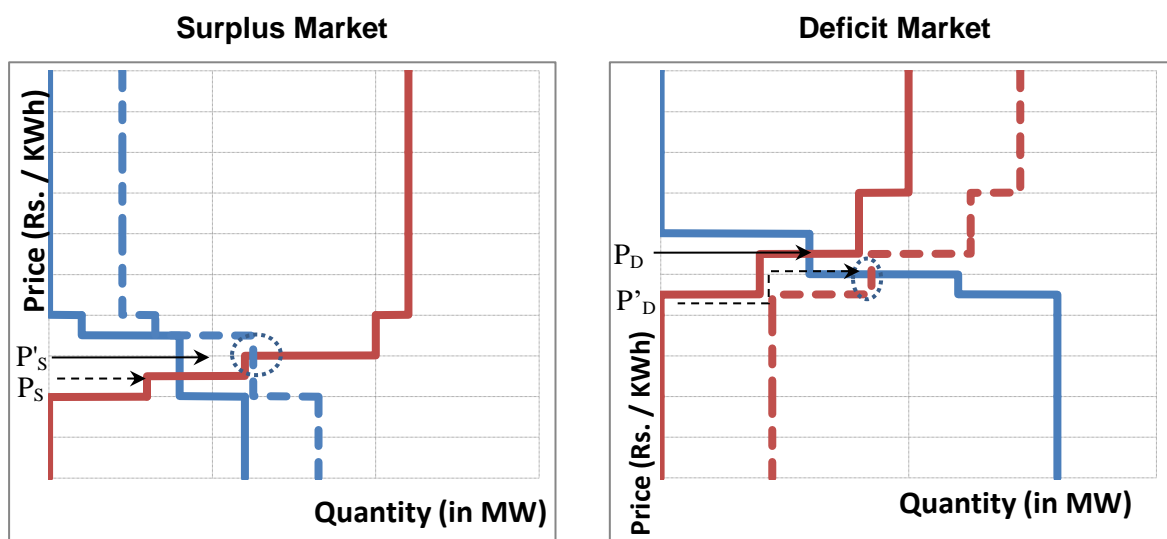
In the first step, the unconstrained situation is run where all buy and sell orders are aggregated to form the aggregate demand (AD) and aggregate supply (AS) curves. The market clearing price of this unconstrained market is the Unconstrained Market Clearing Price (denoted by P_N herein below)

Once the congested zone is identified, the orders in the zones are taken separately and the price calculation done for each separately. The price curves for the two markets are as below:



The MCP in the surplus region (denoted by P_S hereinabove) being lower than P_N indicates that extra sale capacity is available at P_N and therefore it is a surplus market. Conversely the MCP in the deficit region (denoted by P_D hereinabove) being higher than the P_N indicates that extra demand is available at P_N and therefore it is deficit market.

The available transmission capacity between the two markets is used such that electricity flow takes place from the surplus market to the deficit market. The available capacity is added as a demand in the surplus market and as supply in the deficit market. This results in the displacement of the price curves, as shown below.



The isolated market prices will now be at the intersection of the sale curve and displaced purchase curve in surplus market viz. P'_S and at the intersection of the displaced sale curve and the purchase curve in the deficit market viz. P'_D . As a result of the above action, the market prices in both the deficit as well as the surplus markets are evened out as much as possible and the transmission capacity is utilized so that the power flow exactly equals the available capacity.

The difference between the P'_D and P'_S , multiplied by the total electricity transfer carried out over the congested corridor, is the total congestion revenue.

II. Discriminatory Price –Double sided Auction

A. Without prejudice to the generality, the Order matching rules will have the following features

- Details relating to bid session for placement and modification of bids shall be specified by PXIL to its Members through Circular, which will be uploaded on PXIL website from time to time.
- Orders of any Buyer/Seller cannot be more than the NoC quantum specified by SLDC for Bilateral transaction
- Lowest priced Offer from Sell shall be matched with highest price bid from Buy
- In case of same Price, the participant offering highest quantum will be given preference
- In case of same Price and same quantity offered by more than one Seller or Buyer the Orders will be matched on Pro-Rata basis for Day Ahead Contingency (DAC) and on Time priority for Weekly Contracts

B. Sellers and Buyers are allowed to quote the “Minimum Acceptable Quantity” for Weekly Contracts

- Exchange would define Minimum Acceptable Quantity (MAQ) from time to time. The MAQ would either be specific values in MW, e.g. 1 MW, 5 MW, etc. or would be a percentage of the offered quantum or any other methodology as would be Prescribed by Exchange from time to time. The values would be determined on the basis of economic despatch even if only the MAQ is despatched for a Seller or Buyer. Members would be allowed to put a MAQ with every bid. The MAQ will define what quantity should be matched as the lowest denomination.
- A bid of 50 MW with 5 MW as MAQ will mean that the Member intends to Buy/Sell minimum 5 MW and any trade less than 5 MW will not be accepted. All bilateral trades (between any one Buyer and any one Seller) would be matched based on the MAQ. In case trades get matched between a Buyer and Seller whose MAQ has already been matched then Seller or Buyer can be matched for any quantity above that in volume steps of 0.01 MW.
- Therefore, if Buyer A (who has 50 MW Bid with 5 MW MAQ) is matched with Seller B (who also has 50 MW Bid with 5 MW MAQ) for 10 MW and if there is additional

matching possible for 2 MW then PXIL system would allow to match and the final Trade would be for 12 MW.

- However if Buyer A and Seller B are matched for 42 MW after consideration of the MAQs, and there is one more Seller C (Who has 100 MW Bid with 10 MW MAQ) then, as the trade available is less than Seller C's MAQ the trade will not get executed because this will be a new bilateral trade.

C. Price discovery in Day Ahead Contingency Contracts

- Any residual quantity which is not disposed off due to the Pro-Rata matching, it will be given to the next highest Offer for Sell (in case of buyer) or the next lowest bid for Buy (in case of Seller)
- In case of pro-rata when there is a split in the buy or sell bid – the remainder of the bid will be given to the Seller or Buyer who has placed the Order before the other bidders – i.e. Time Priority.
- The final Traded quantity would not be less than 0.1 MW or MAQ as the case may be.
- Price Rounding off would be to the nearest defined price tick (as given in the Contract Specifications)

III. Continuous Trade Matching

In trading session of products with Continuous Matching methodology, the participants shall submit Orders on a continuous basis during the trading period. The Order will be matched on continuous basis with price-time priority.

Without prejudice to the generality of the above, in the Continuous Trading sessions, Buyers and Sellers will enter their Orders and the Orders will be matched as per the Order type, Price and Time of Order.

1. Rules for Continuous Matching: Price Time priority

- 1.1. In the contracts with Continuous matching, if two Orders entered in the terminals are eligible for a match as per the matching rules, then matching will take place instantly
 - 1.1.1. For order matching, the best buy order is the one with the highest price and the best sell order is the one with the lowest price.
 - 1.1.2. The best buy Order is matched with the best sell Order for the same contract.
 - 1.1.3. The Orders are matched based on price and time priority. In case of more than one Order having the same price, the Order submitted at the earliest will get priority in matching.
 - 1.1.4. An order may match partially with another Order resulting in multiple trades.
 - 1.1.5. Members can proactively enter orders in the system, which will be displayed in the system till the full quantity is matched by one or more of counter-orders and result into trade(s) or is cancelled by the member.
 - 1.1.6. Alternatively, members may react to an order available in market watch and place orders. In a matched pair, the order lying unmatched is considered 'passive' (the one which was entered earlier) and the order that came later is considered 'active'.

2. Price matching (Traded Price):

- 2.1. Orders will always be matched at the passive order price.
 - 2.1.1. This ensures that the Orders with an earlier time stamping with same price get priority over the Orders that are entered later. The price of the first Order entered in the system will be considered as the traded price for the contract.

Illustration

Buy Order Qty (MW)	Buyer Order Price (Rs./MWh)	Sell Order Qty (MW)	Sell Order Price (Rs./MWh)
100	3,400	150	3,600
50	3,300	100	3,700
100	3,000	100	4,000
100	2,500	60	5,500
50	2,000	100	6,000

In the above, the 5 best Buy and 5 best Sell Orders are given. However, none of the Orders can match as the best buy Order price is lower than the best Sell Order price. These Orders will remain open and passive.

When a new participant enters a Buy Order for quantity 100 MW at price Rs. 3,650, this buy Order (active) shall match with the best passive Order i.e. at rate Rs. 3,600 and the matched quantity will be 100 MW. The Traded price shall be Rs. 3,600.

3. Types of Orders

The Order types that will be available for the contracts shall be notified through Circulars from time to time. Some of the Order Types that may be made available are as under:

- 3.1. Normal Order: A Normal order contains price-quantity pair(s) for a contract, where a Buyer is willing to buy all quantity up to the value specified at or below the quoted price and Seller is willing to sell all quantity up to the value specified at or above the quoted price.

Illustration:

Contracts	Buy Order Qty (MW)	Buyer Order Price (Rs./MWh)	Sell Order Qty	Sell Order Price (Rs./MWh)
Contract 1	100	3,400	150	3,200

MCV:

The entire 100 MW would get cleared against the resting Order quoted quantity, hence the MCV is 100 MW

MCP:

The clearing price would be the resting order quoted price hence the MCP is Rs. 3,200 per MWh

- 3.2. Fill and Kill (FAK) Order: FAK means that the quantity which can be matched against resting order according to the matching rules of the selected product shall be matched and balance shall be immediately cancelled. FAK type orders would never rest in the order book.

Illustrations:

3.2.1. Entered FAK Sell quantity is more than Standing Buy order

Standing Limit order resting in system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FAK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FAK	Sell	120	1.50

MCV is 100 MW, cancelled quantity is 20 MW and MCP is Rs. 2 per kWh

3.2.2. Entered FAK Sell quantity is equal than Standing Buy order

Standing Limit order resting in system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FAK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FAK	Sell	90	1.50

MCV is 90 MW, cancelled quantity is 0 MW and MCP is Rs. 2 per kWh

3.2.3. Entered FAK Sell Order and no standing Buy order

FAK Order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FAK	Sell	120	2

MCV is 0 MW and cancelled quantity is 120 MW

3.2.4. Entered FAK Sell price is greater than standing Buy order

Standing limit Order resting in the system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FAK Order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FAK	Sell	120	2.50

MCV is 0 MW and cancelled quantity is 120 MW

- 3.3. Fill or Kill (FOK) Order: FOK means that either the entire order quantity shall be matched against resting order according to the matching rules of the selected product or the order shall be cancelled i.e. either the order shall be matched fully or cancelled. FOK type orders would also never rest in the order book.

Illustrations:

3.3.1. Entered FOK Sell quantity is more than Standing Buy order

Standing Limit order resting in system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FOK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FOK	Sell	120	1.50

MCV is 0 MW and cancelled quantity is 120 MW

3.3.2. Entered FOK Sell quantity is equal to standing Buy quantity

Standing Limit order resting in system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FOK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FOK	Sell	100	1.50

MCV is 100 MW, cancelled quantity is 0 MW and MCP is Rs. 2 per kWh

3.3.3. FOK Sell quantity is less than standing Buy quantity

Standing Limit order resting in system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FOK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FOK	Sell	90	1.50

MCV is 90 MW, cancelled quantity is 0 MW and MCP is Rs. 2 per kWh

3.3.4. FOK Sell quantity is less than standing Buy quantity

FOK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FOK	Sell	90	1.50

MCV is 0 MW and cancelled quantity is 90 MW

3.3.5. FOK Sell price is greater than standing Buy quantity

Standing Limit order resting in system:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
Limit Order	Buy	100	2

FOK order is placed with below parameters:

Order type	Side	Quantity (MW)	Price (Rs. / kWh)
FOK	Sell	120	2.50

MCV is 0 MW and cancelled quantity is 120 MW

PXIL reserves the right to introduce other Order types in Continuous Matching methodology based on feedback received from participants. Any new order type or modification in the above will be communicated through Circular.

**Annexure – VI: Other terms and conditions applicable for Green Term
Ahead Market Products**

1. Penalties

The Contract is a physical delivery contract between specific entities. To deter default motivated by commercial considerations of participants due to market price variation a stringent Penalty structure will be put into place. Sanctity of Contract needs to be maintained and hence Penalty will be levied for wilful default in payment or delivery to profit from better price in other markets or any action contrary to the rules of the exchange or any other law / regulation in force.

Penalty structure will be intimated to the Members by the Exchange from time to time. Exchange reserves its right to modify the penalty from time to time as felt necessary.

2. Settlement

Settlement may be done multiple times in a day for the multiple contracts valid, on the days prescribed by the Exchange from time to time. Buyer will make the payment on the delivery day and the Seller will receive payment one day after the delivery day. The detailed settlement cycle will be notified by the Exchange from time to time.

The Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

3. Validity and Tenure

The Contract Period and validity will be notified by the Exchange from time to time in the Trading Calendar.

4. Open Access from relevant LDCs

Both the Buyer and Seller agree to provide all the details and/or enter into any Agreement as may be required by the concerned RLDC / SLDC for providing Open access.

5. NOC from SLDC

Buyer and Seller shall obtain necessary Concurrence from the SLDC and / or any nodal agency as nominated by the SERCs / Joint ERCs of the State / UTs and/or any other authority of the State / UT for undertaking energy transaction on the Exchange.

In case, the Member doesn't receive SLDC concurrence or receives concurrence for part of the quantity, the offered quantity or the balance quantity (in case of receipt of NOC for part quantity) shall be closed out as the case may be, and the Exchange will seek explanation from the Member. The Exchange also reserves the right to levy penalty on the said Member, in case explanation is not found satisfactory. The Exchange will specify the Penalty in the form of a Circular from time to time.

6. E-Bidding

The Exchange reserves its Right to participate in E-bidding as per the existing "Procedure for Scheduling of Bilateral Transaction" or to any amendments made from time to time. The Exchange shall have the Right to participate in E-bidding on behalf of the Members subject to the maximum transmission charges as may be notified by the Member.

7. Transaction Fee

The transaction fee for this contract shall be prescribed by the Exchange from time to time. Transaction fee will be collected as per the Settlement cycle applicable to the Product. Exchange reserves its right to revise the same as required from time to time

8. Revision Charges

Members have to submit request for Revision of Schedule in case it is required. Every request has to be accompanied with a Revision request charge as may be notified by the Exchange from time to time without which the same will not be processed and forwarded to RLDC. The Revision requests will be accepted by the Exchange in accordance with the procedure as notified by the Exchange from time to time. In case both the parties request for revision then minimum of the two requests will be forwarded to Nodal RLDC after taking confirmation from the counter party. Revision charges will be at the discretion of Exchange and are subject to change which will be intimated to members from time to time.

9. Open Access Surrender & Penalty

In case the Buyer surrenders Open Access application on request of the Seller then the Penalties, damages, Trading margin and Open Access Charges, application fee,

processing fee and any other applicable charges shall be borne by the Seller and vice versa.

Exchange reserves its right to change the settlement cycle from time to time as felt necessary.

10. Default in Payment

In case of Default in payment by any Member, the Exchange will have the right to levy penalty on the defaulting Member.

11. DSM Charges

The Schedule and Despatch of power shall be coordinated with respective RLDCs/ SLDCs as per the relevant provisions of the CERC (Indian Electricity Grid Code) Regulations, 2010 and CERC (Deviation Settlement Mechanism and related matters) Regulations, 2014 and its amendment from time to time, various statutory Procedures/Guidelines/Notifications issued by RLDCs / RPCs and/or any other relevant authority.

In the event a Seller/Buyer does not adhere to the Schedule approved by the Regional Load Despatch Centre/ State Load Despatch Centre (with the consent of Seller and Buyer at the time of scheduling), and the non adherence to the approved Schedule results in Deviation Settlement Mechanism charges (DSM), the same shall be borne by Seller/Buyer for that respective Matched Trade.

12. Power Supply & Scheduling

The evacuation of power is subject to technical and transmission corridor constraints and Force Majeure conditions. Scheduling and despatch of the power shall be coordinated by the Exchange along with the Buyer and Seller with the respective RLDC/SLDC as per relevant provisions of IEGC and the decision of RLDCs and/or RPCs shall be final.

13. Liability and Default Compensation

Defaulting party will compensate the counter party as per the norms Prescribed by the Exchange from time to time.

14. Force Majeure

The supply of power from Seller to Buyer shall be subject to “Force Majeure” conditions, as defined in clause below:

“Force Majeure” means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the “non-performing party”) to perform any of its obligations under this Agreement, and includes: -

- a) Act of strike, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- c) The expropriation or compulsory acquisition by any Government or Governmental agency of the Bulk Supply Business of Buyer;
- d) Any curtailment/suspension/non availability of transmission capacity by intervening SLDCs and/or RLDCs
- e) Change of Law
- f) Regulatory intervention in the matter of power Trading as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court or any other Statutory Authority particularly related to rates at which power can be sold/ purchased/traded and also Open Access Rules & Grid code. This will also include Regulations / Orders already issued but yet to be conclusively enforced.

Where a non-performing party is unable to perform its obligations under the Agreement due to Force Majeure, the non-performing party shall notify the other party, the Exchange, RLDCs / SLDCs as soon as practicable as under:

- a) of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure
- b) the envisaged duration of such Force Majeure
- c) The obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a. Such suspension is of no greater scope and no longer duration than is

required by the effects of the relevant event or circumstance of Force Majeure; and

- b. The non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

Force Majeure conditions shall be for such period of time as may be agreed by the Exchange in consultation with CERC/SERCs and/or NLDC/RLDC/SLDC.

15. Indemnification

Each Party (both Buyer and Seller, referred to as Parties and individually as Party) shall indemnify, defend and hold harmless the other, its Directors, Members of the Board, Partners, Assigns, Trustees, Agents, Officers and Employees, against all claims, demand, Judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such Party under this Agreement except to the extent that any such claim has arisen due to a negligent act or omission, breach of Contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

Both the Parties agree to indemnify PXIL including its Directors/ Officers / Employees / Agents / Contractors, NLDC, RLDCs, SLDCs against any claim for damages, losses and actions, including those relating to any injury to or to death of any person or damage to any property of any person demands, suits, recoveries, costs and expenses, attorney fees, against the third parties, arising out of or resulting from or attributable to the transactions on the Exchange.

16. Dispute Resolution

If any dispute or difference of any kind whatsoever (“Dispute”) shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

- (a) Parties shall attempt to resolve the dispute or difference through mutual discussions within 15 days.

- (b) In case both the parties are unable to resolve the issue of dispute or difference, the matter will be referred to the Arbitration panel of PXIL. The following provisions shall then apply:

- i. the rights and obligations of the Parties shall remain effective during the

arbitration proceedings and the Parties shall continue to perform;

- ii. the place of arbitration shall be Mumbai, India;
 - iii. the language of the arbitration shall be English;
 - iv. Any Dispute submitted to arbitration shall be considered by three arbitrators from the Arbitration Panel of PXIL, two of whom shall be nominated by either party. If within 30 days of the receipt of a Party's notification of the appointment of an arbitrator, the other Party has not notified the first Party of the arbitrator it has appointed, the first party may apply for the appointment of the second arbitrator in accordance with the Arbitration Act. The third arbitrator will be nominated by the two existing arbitrators or, failing such nomination within 30 days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.
- ii. each party shall bear its own costs pursuant to Arbitration. The costs and fees payable to the arbitrators shall be equally shared by the Parties unless decided otherwise by the arbitrators pursuant to the award of Arbitration.

Notwithstanding the existence of any Dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of the Product.

17. Termination of Agreement

- a) In case Buyer doesn't make timely payment, Seller shall have right to terminate prevailing arrangement without prejudice to all the rights to recover the amounts due to Seller. Buyer may be given a Cure Period wherein he can inform the Exchange about the default and can make good the default. If the Buyer makes good the default within the Cure Period then the schedule will continue as per scheduled. In case the Buyer doesn't make good the default then the schedule will be cancelled and Seller will get 25% of the outstanding trade value below 80% of the schedule.

Provided however that the Buyer can avail of the cure period only for some specific instances during the entire duration of the delivery of the Product. The duration of the Cure Period and the number of instances of the cure period will be notified by the Exchange and would be subject to modification by the Exchange from time to time.

- b) In case Seller defaults consistently for 2 days or the term of power contracted,

whichever is lower in supply of power, then Buyer shall have right to terminate prevailing arrangement and recover full cost of open access charges till drawal point.

- c) In case of default by either party, the other party will issue a notice with a period of 2 days before terminating the agreement.
- d) Extended Force Majeure wherein Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations

In case of termination of agreement due to clause a, b, c and d above, the non-defaulting party shall be paid the penalty amount. However in case of termination of agreement due to clause d, no penalty shall be paid to any of the parties involved.

18. Notices and Correspondence

All notices for billing, load dispatch and correspondence must be delivered personally, by registered or certified mail or facsimile to Exchange at the following addresses mentioned: **9th Floor, 901, Sumer Plaza, Marol Maroshi Road, Marol Andheri (East), Mumbai 400059, India.**

19. Authority

Both Parties agree, that they have all the legal power and authority to execute this Agreement and carry out the terms, conditions, provisions and covenants hereof.

20. Survival

The Expiry or Termination of this Agreement shall not affect any right of the Party to receive payment as per the terms of this Agreement.

21. No Consequential or Indirect Loss

The liability of the Buyer and Seller shall be limited to the extent explicitly provided in this Agreement. Notwithstanding anything contained in this Agreement, under no event shall Buyer or Seller claim from one another any indirect or consequential losses or damages.

22. No Waiver

No failure or neglect on the part of either Party to exercise any right or remedies under this Agreement and no single or partial exercise thereof shall preclude any further or other exercise of such rights and obligations. Further any delay or omission by either Party to exercise any right or power arising from any breach or default by the other Party in any of the terms and conditions or provisions of this Agreement shall not be

construed to be a waiver of such breach or default or subsequent default of the same or other terms, conditions, provisions and covenants.

23. Certificate of Purchase of Renewable Energy



POWER EXCHANGE INDIA LIMITED

Certificate of Purchase of Renewable Energy

Number C - Certificate Number Issued On - Trade Date

Serial No. - Serial Number

Buyer TAC Name

Energy after all curtailment MWh

Energy Type [Solar / Non-Solar]

This certifies that Buyer TAC Name has purchased Energy after all curtailment MWh of Renewable energy generated from [Solar / Non-Solar] source for the period [Delivery Start Period] to [Delivery End Period], through Power Exchange India Limited.

This certificate represented hereby is issued and shall be held subject to all the provisions of the regulations of Honorable CERC as amended from time to time and the Bye - laws, Rules and Business Rule of Power Exchange India Limited.

Power Exchange India Limited

Regd. Office: Power Exchange India Ltd 9th Floor, 901, Sumer Plaza, Mansi Maroshi Road, Mansi Aashan (East), Mumbai 400 099, India.

CIN - U75600MH2008PLC175152; Phone no + 91 22 4009 66767, Fax + 91 22 4029669003, Web Site www.powerexindia.com.

Email - pxl_mktops@pxil.co.in

Note: - This is a computer generated statement hence doesn't require signature.

The Exchange reserves the right to add or delete and/or modify any additional information mentioned in the above template of Certificate to meet market participants requirement from time to time

24. Governing Law

This Agreement shall be governed by and construed in accordance with laws of India.