	Clause No.	Existing Provisions	dential directives dated 17-7-2013.				
	Cover Page	Existing Provisions		Modified Provisions	-X		
2	(PPU Model)	Not existing		PARTICUALRS	Quantity		
	(Both for Tapering & Non Tapering Models)		Qı	Total LOA Quantity Quantity for which Long term PPA furnished (ACQ) including missible quantity for transmission loss and auxiliary consumption antity for which long term PPA not furnished (inoperative ACQ)	(in MT)		
	(Roth SED	In the event of any material change in the Coal distribution system of the Seller due to a Government directive/ notification, at any time after the execution of this Agreement, the Seller shall within seven (7) days of introduction of such change provide a written notice to the Purchaser calling for a joint review. If the Parties are unable to arrive at a mutually agreed position with respect to the subject matter of review, within a period of thirty (30) days from the date of notice the Parties shall refer the matter to the Govt. of India for a decision.	(i)	In the event of any material change in the Coal distribution system of the coal distribution and the case of the c	me after the (7) days of haser calling ually agreed		
	(Both for Tapering & Non Tapering Models)		(ii)	In terms of the Presidential Directives dated 17-7-2013 the Seller's the right to refer the FSA to the Ministry of Coal, Govt. of India for the actual supply schedule as and when FSA for 60,000 MW of pl capacity in aggregate becomes eligible for drawing coal as per FSA	or review of		
			(iii)	Notwithstanding the provision contained in any other claus agreement, the FSA shall not be effective if the Plant is not comm March, 2015 (with a cushion of further three months).	ses of this hissioned by		



Clause No.		Existing Provision	ne	nenting	the I resi	idential directives dated 17-7-2013.				
	If for a Year, the Level of Delivery by the Seller, or the Level of Lifting by the Purchaser falls below ACQ with respect to that Year, the defaulting Party shall be liable to pay compensation to the other Party for such shortfall in Level of Delivery or Level of Lifting, as the case may be ("Failed Quantity") in terms of the following:					Modified Provisions If for a Year, the Level of Delivery by the Seller, or the Level of Lifting by the Purchaser falls below ACQ with respect to that Year, the defaulting Party shall be liable to pay compensation to the other Party for such shortfall in Level of Delivery or Level of Lifting, as the case may be ("Failed Quantity") in terms of the following:				
	Source	Percentage of Penalty for the failed quantity (at the rate of weighted average of Base Prices of Grades of coal supplied)				Source	Percentage of Penalty rate of weighted aver coal supplied)	y for the faile age of Base I	ed quant Prices of	ty (at the Grades of
3.6.1 (SEB)		Level of Delivery / Lifting of Coal in a Year	2012-13, 2013-14 & 2014- 15	2015- 16	2016-17 onwards	Imported +	Level of Delivery / Lifting of Coal in a Year Below 100% but up	2012-13, 2013-14 & 2014-15	2015- 16	2016-17 onwards
4.6.1 (PPU)	Imported + Domestic Qty	Below 100% but up to 80% of ACQ	NIL	NIL	NIL	Domestic Qty Applicable for	to 80% of ACQ Below 80% but up to	NIL	NIL	NIL
(Both for Tapering &	Applicable for Imported Coal Only	Below 80% but up to 75% of ACQ Below 75% but up	0-1.5	0-1.5	0-1.5	Imported Coal Only	75% of ACQ Below 75% but up to 67% of ACQ Below 67% but up to 65% of ACQ	0-1.5	0-1.5	0-1.5
Non Tapering Models)		to 70% of ACQ Below 70% but up			-				-	-
		to 65% of ACQ	141							

Clause No.	Existing Provisions			Modified Provisions							
	Source	Percentage of Penalt	y for the fa	iled qua	ntity (at the						
		rate of weighted ave of coal supplied)	ate of weighted average of Base Prices of Grades			Source	Source Percentage of Penalty for the failed que the rate of weighted average of Base P Grades of coal supplied)				
*		Level of Delivery /	2012-13,	2015-	2016-17	T	Grades of coar supplied)				
		Lifting of Coal in a Year	2013-14 & 2014- 15	16	onwards		Level of Delivery / Lifting of Coal in a Year	2012-13, 2013-14 & 2014-15	2015- 16	2016- 17 onwa	
	,	Below 75% but up to 70% of ACQ	-	-	0-5		2			rds	
		Below 70% but up to 65% of ACQ	-	0-5	5-10		Below 75% but up to 70% of ACQ	-	- :	0-5	
	Applicable	Below 65% but up to	0-5	5-10	10-20		Below 70% but up to 67% of ACQ	-	-	5-10	
	for Domestic Coal	60% of ACQ Below 60% but up to	5-10	10-20		Applicable for	Below 67% but up to 65% of ACQ		0-2	3-10	
		55% of ACQ Below 55% but up to	10-20		20-40	Domestic Coal	Below 65% but up to 60% of ACQ	0-5	2-7	10-20	
		50% of ACQ Below 50% of ACQ	20-40	20-40			Below 60% but up to 55% of ACQ	5-10	7-20		
		-				А	Below 55% but up to 50% of ACQ	10-20	20-40	20-40	
						Below 50% of ACQ	20-40				

		ential directives dated 17-7-2013.
Clause No.	Existing Provisions	Modified Provisions
		The penalty payable shall be computed in the same manner as done slab-wise
	The penalty payable shall be computed in the same manner as done	for computation of income-tax. However, unlike income tax, the percentage
	slab-wise for computation of income-tax. However, unlike income	of compensation shall grow on linear basis within each slab
	tax, the percentage of compensation shall grow on linear basis within	
3.6.2	each slab	* Note: For the phasing period the annual coal requirements shall be based on the
(SEB)		quantities mentioned by the Purchaser for the initial years under Schedule I of this
(022)	* Note: For the phasing period the annual coal requirements shall be based	agreement
	on the quantities mentioned by the Purchaser for the initial years under	
	Schedule I of this agreement	Note: The Purchaser has to give unconditional acceptance of imported coal
4.6.2		and pricing mechanism thereof as would be decided by CIL, by signing the
(PPU)	Note: The Purchaser has to give unconditional acceptance of	Schedule VII of this agreement. Unless such acceptance is accorded, the penal
	imported coal and pricing mechanism thereof as would be decided by	provision for supply below 80% and up to 65% of ACQ for the years 2012-
(Both for	CIL, by signing the Schedule VII of this agreement. Unless such	13, 2013-14 and 2014-15 and below 80% and up to 67% of ACQ for the year
Tapering &	acceptance is accorded, the penal provision for supply below 80%	2015-16 shall not be applicable. The penal provision for supply below 75%
Non	and up to 65% of ACQ for the years 2012-13, 2013-14 and 2014-15	shall be applicable from the year 2016-17 and onwards. The terms of import
Tapering Models)	and below 80% and up to 70% of ACQ for the year 2015-16 shall not	and the pricing mechanism shall be as per the provisions of the side
(Viodels)	be applicable. The penal provision for supply below 80% shall be	agreement.
	applicable from the year 2016-17 and onwards. The terms of import	
	and the pricing mechanism shall be as per the provisions of the side	*
	agreement.	
3.6.4		
(SEB)		
4.6.4		
(PPU)		The Seller shall be entitled to modify/amend the penalty levels as specified at
(110)	Not Existing	clause 3.6.1 (SEB)/ 4.6.1 (PPU) pursuant to review undertaken by MOC in
(Both for		terms of the clause 2.6(ii)
Tapering &		
Non	* ' '	
Tapering		
Models)		

Clause No.	Existing Provisions	lential directives dated 17-7-2013.
4.1.1 (PPU Model) For Non Tapering Models	The Annual Contracted Quantity of Coal agreed to be supplied by the Seller and undertaken to be purchased by the Purchaser, shall be [•] lakh tonnes per Year from the Seller's mines and/ or from import, as per Schedule I. For part of Year, the ACQ shall be prorated accordingly. The ACQ shall be in the proportion of the percentage of Generation covered under long term Power Purchase Agreement(s) executed by the Purchaser with the DISCOMs either directly or through PTC(s) who has/ have signed back to back long term PPA(s) with DISCOMs. Whenever, there is any change in the percentage of PPA(s), corresponding change in ACQ shall be effected through a side agreement. Such changes shall be allowed to be made only once in a year and shall be made effective only from the beginning of the next quarter. However, in no case ACQ should exceed the LOA quantity as mentioned in Schedule I.	Modified Provisions The Annual Contracted Quantity of Coal agreed to be supplied by the Selle and undertaken to be purchased by the Purchaser, shall be [•] lakh tonne (against LOA quantity of [•] Lakh Tones) per Year from the Seller's mine and/ or from import, as per Schedule I. For part of Year, the ACQ shall be prorated accordingly. The ACQ shall be in the proportion of the percentage of Generation covered under long term Power Purchase Agreement(s) executed by the Purchaser with the DISCOMs either directly or through PTC(s) who has/ have signed back to back long term PPA(s) with DISCOMs plus at additional 10% of the quantity covered under long term PPA on account of transmission loss and auxiliary consumption within the overall ceiling of LOA quantity. To clarify, if the PPA furnished is 60% the ACQ shall be 66% of the LOA quantity, but, where the PPA furnished is 92% the ACQ shall be limited to the LOA quantity. TPPS already having 100% PPA shall have no scope for any increase beyond LOA quantity Whenever, there is any change in the percentage of PPA(s), corresponding change in ACQ shall be effected through a side agreement. Such changes shall be allowed to be made only once in a year and shall be made effective only from the beginning of the next quarter. However, in no case ACO should exceed the LOA quantity as
4.1.1 (PPU Model) For Tapering Models	Seller and undertaken to be purchased by the Purchaser till the normative date of production or the actual date of production, whichever is earlier, shall be [•]lakh tonnes per Year from the Seller's mines and/ or from import, as per Schedule I. After the Normative Date of production or the actual date of production, the ACQ shall taper to 75% of the ACQ in the first 12 months (1st year), then to 50% of the ACQ in the next 12 months (2nd year) and 25% of the ACQ in the next 12 months (3rd year) i.e the last year of the tapering linkage period subject to the ceiling of quantities approved by Ministry of Coal/ Coal Controller's Organization as mentioned in Annexure-A and Schedule-I. For part of Year, during the above	mentioned in Schedule I, for which the FSA is executed. The Annual Contracted Quantity of Coal agreed to be supplied by the Selle and undertaken to be purchased by the Purchaser till the normative date of production or the actual date of production, whichever is earlier, shall be [•] lakh tonnes (against LOA quantity of [•] Lakh Tones) per Year from the Seller's mines and/ or from import, as per Schedule I. After the Normative Date of production or the actual date of production, the ACQ shall taper to 75% of the ACQ in the first 12 months (1st year), then to 50% of the ACQ in the next 12 months (2nd year) and 25% of the ACQ in the next 12 months (3rd year) i.e the last year of the tapering linkage period subject to the ceiling of quantities approved by Ministry of Coal/ Coal Controller's Organization as mentioned in Annexure-A and Schedule-I. For part of Year, during the above period the ACQ shall be prorated accordingly. The ACQ shall be in the proportion of the percentage of Generation covered under long term Power

Clause No.		lential directives dated 1/-/-2013.
Clause No.	Existing Provisions	Modified Provisions
	the proportion of the percentage of Generation covered under long term Power Purchase Agreement(s) executed by the Purchaser with the DISCOMs either directly or through PTC(s) who has/ have signed back to back long term PPA(s) with DISCOMs Whenever, there is any change in the percentage of PPA(s), corresponding change in ACQ shall be effected through a side agreement. Such changes shall be allowed to be made only once in a year and shall be made effective only from the beginning of the next quarter. However, in no case ACQ should exceed the LOA quantity subject to ceiling of quantity entitled during the tapering period.	directly or through PTC(s) who has/ have signed back to back long term
3.3.1	The Seller shall endeavor to supply Coal from own sources as mentioned in Schedule I. In case the Seller is not in a position to	The Seller shall endeavor to supply Coal from own sources as mentioned in Schedule I. In case the Seller is not in a position to supply the Scheduled
· (SEB)	supply the Scheduled Quantity (SQ) of Coal from such sources as	Quantity (SQ) of Coal from such sources as indicated in Schedule I, the Seller
4.3.1 (PPU)	indicated in Schedule I, the Seller shall have the option to supply the balance quantity of Coal through import which shall not, unless otherwise agreed between the parties, exceed 15% of the ACQ in the	shall have the option to supply the balance quantity of Coal through import which shall not, unless otherwise agreed between the parties, exceed 15% of the ACQ in the year 2012-13, 13-14 and 14-15, 13% of ACQ in the year
(Both for Tapering & Non Tapering	year 2012-13,13-14 and 14-15, 10% of ACQ in the year 2015-16 and 5% of the ACQ for the year 2016-17 and onwards. Seller may at its discretion, make such arrangement for supply of imported coal through CIL, and /or other enterprises. Accordingly, the Purchaser	2015-16 and 5% of the ACQ for the year 2016-17 and onwards. Seller may at its discretion, make such arrangement for supply of imported coal through CIL, and /or other enterprises. Accordingly, the Purchaser has to enter into a Side Agreement with CIL and/or Seller, as the case may be, in addition to this
Models)	has to enter into a Side Agreement with CIL and/or Seller, as the case may be, in addition to this Agreement. The Side Agreement dealing with the terms and conditions for supply of Imported Coal would be an integral part of this Agreement.	Agreement. The Side Agreement dealing with the terms and conditions for supply of Imported Coal would be an integral part of this Agreement.

Clause No.	Existing Provisions	Modified Provisions				
	Clause 3.3 (SEB)/ 4.3 (PPU) of the FSA provides that the Seller shall	Clause 3.3 (SEB)/ 4.3 (PPU) of the FSA provides that the Seller shall have				
	have the option to supply the balance quantity of coal through import	the option to supply the balance quantity of coal through import not				
	not exceeding, unless otherwise agreed between the parties, 15% of	exceeding, unless otherwise agreed between the parties, 15% of the ACQ in				
Schedule	the ACQ in the year 2012-13, 13-14 and 14-15, 10% of ACQ in the					
VII	year 2015-16 and 5% of the ACQ for the year 2016-17 and onwards					
(Both for	after meeting the quantity available from domestic production.	available from domestic production.				
Tapering &	Option-B: Confirmation for Surrender of coal through import	Option-B: Confirmation for Surrender of coal through import				
Non						
Tapering	iii) The penal provision for supply below 80% and up to 65% of					
Models)	ACQ for the years 2012-13, 2013-14 and 2014-15 and below					
, models)	80% and up to 70% of ACQ for the year 2015-16 shall not be					
	applicable. The penal provision for supply below 80% shall be	supply below 75% shall be applicable from the year 2016-17 and onwards.				
	applicable from the year 2016-17 and onwards.					

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