

MOU for Solar Energy

NAVI MUMBAI

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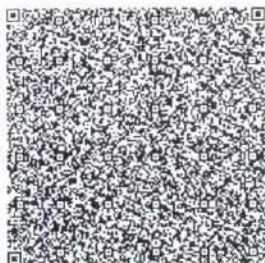
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Second Party	: Not Applicable
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Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) 2011/10/1
Navi Mumbai-410 209

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POWER SALE AGREEMENT

Between

RENEW SOLAR ENERGY PRIVATE LIMITED

And

MAHATMA GANDHI MISSION


Mahatma Gandhi Mission
Trustee



Statutory Alert:

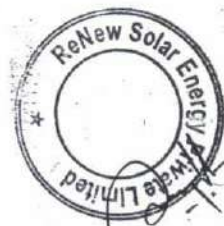
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(Deemed University) U.S. J of UGC
Navi Mumbai- 410 299


Mahatma Gandhi Mission
Trustee



POWER SALE AGREEMENT
Between
RENEW SOLAR ENERGY PRIVATE LIMITED.
And

MAHATMA GANDHI MISSION TRUST

This Solar Photovoltaic Program Power Purchase / Sale Agreement ("**Agreement**") is made, entered into and effective as of this date the 29th day of March 2018 (the "**Effective Date**") by and between

Renew Solar Energy Private Limited, a private limited company incorporated under the Companies Act, 1956, having its registered office at 138, Ansal Chambers II, Bikaji Cama Place, Delhi-110 066 and its corporate office at DLF Square, 10th Floor, Jacaranda Marg, DLF Phase-2, Sector-25, Gurgaon- 122002, India (hereinafter referred to as the "**Power Producer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as party of the FIRST PART.

AND

Mahatma Gandhi Mission, a registered public trust under the Bombay Public Trust Act, bearing registration no. F-676 having its registered office at 12, Bhagyanagar, Nanded (hereinafter referred to as the "**Offtaker**", which expression shall, unless repugnant to the context or meaning thereof, include all its successors and permitted assigns) as party of the SECOND PART.

The Power Producer and the Offtaker shall hereinafter be collectively referred to as the "**Parties**" and individually as "**Party**".

I. **RECITALS**

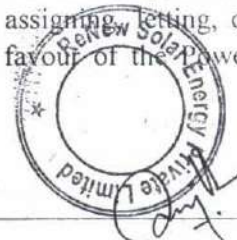
WHEREAS:

- A. The Power Producer is engaged in the business of electricity generation through renewable resources.
- B. The Offtaker is a registered public trust with available roof top within its educational institutes situated at **Kamothe, Navi Mumbai, Maharashtra** which the Offtaker agrees to make available to the Power Producer (or at the Power Producer's discretion, to its authorized consultants, contractors and sub-contractors for the construction, operation and maintenance of a solar power generating plant having (a total) approximate capacity of 450 kW(+/-20%) on the rooftop (hereinafter referred to as the "**Plant**"), and to purchase for self-consumption from the Power Producer the electric energy produced from the Plant.. Provided that the Power Producer shall provide the Offtaker with a list of such authorized consultants, contractors and sub-contractors. The Parties agree that the Power Producer or its assignees shall not have any lien on the Premises or the Site, provided by the Offtaker in any shape or form whatsoever and the Offtaker and its assignees shall not have any lien on the Plant in any shape or form whatsoever. The permission to install the Plant on the roof top of the educational institutes does not in any manner whatsoever amount to assigning, letting, or subletting of the Premises or the Site in any manner whatsoever in favour of the Power Producer.

2/P
Mahatma Gandhi Mission
Trustee

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) U/S 3 of UGC Act
Navi Mumbai- 410 299



- C. The Power Producer has represented to the Offtaker that the Plant shall be set up by the Power Producer. Further the Parties understand that the Power Producer may create a charge on the Plant excluding the Premises on which the Plant is erected, but in no event the creation of charge on the Plant shall have any effect on this Agreement and shall not affect the educational activities and day to day working and business of the Offtaker. The Power Producer covenants that, the Offtaker shall have no concern whatsoever and shall not bear any liability whatsoever in respect of the said charge on the Plant. The Power Producer agrees that, upon a written request from the Offtaker, it shall provide details of such charge to the Offtaker. The Power Producer shall have no charge/ claim on the Plant after the exercise of Plant buyout as per Schedule-C of this Agreement, by the Offtaker.
- D. The Offtaker has entered into this Agreement with a view to reduce the monthly power bills of the Offtaker and as a step to make the educational institutes environment/ecofriendly. The purchase of power is for self-consumption.
- E. The Parties by way of this Agreement wish to record the terms and conditions on the basis of which the Power Producer would set up the Plant and supply electricity to the Offtaker.

NOW, THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET OUT BELOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In this Agreement, unless the context otherwise requires, Capitalized terms otherwise used shall have the respective meanings assigned to them in **Exhibit II("Definitions")**.

2.2. Interpretations

- 2.2.1 The table of contents and headings in this Contract are inserted for convenience only and shall not affect its interpretation or construction.
- 2.2.2 All references made in this Agreement to "Clauses", "Exhibits" and "Schedules" shall refer, respectively, to Clauses of and Exhibits and Schedules to this Agreement. The Exhibits and Schedules to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.2.3 Clause headings are for convenience only and shall not affect the interpretation of this Agreement. References to Clauses are specifically made, and where not specifically made, shall mean a reference to the entire Clause of the Agreement along with the numbered clauses or sub-clauses falling under the main clause, which have been appropriately identified by way of numbering and indentations such that an indented clause underneath a main clause shall be construed to be a part of that main clause, if not specifically referred to.
- 2.2.4 The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 2.2.5 The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities.
- 2.2.6 The word "including" and "include" shall be deemed to be followed by the words "without limitations".



- 2.2.7 In the event of any conflict between the text of this Agreement and the contents of any Schedule hereto, the text of this Agreement shall govern.
- 2.2.8 Alternate Power or Grid Power Charges: Per unit Energy Charges for procuring power from the local distribution utility.
- 2.2.9 Each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.
- 2.2.10 Any reference to any statute or statutory provision shall include
- a) all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated);
 - b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- 2.2.11 Any grammatical form or variation of a defined term herein shall have the same meaning as that of such term;
- 2.2.12 The words/ expressions used in this Agreement but not defined herein, unless repugnant to the context, shall have the same meaning as assigned to them in the context in which these have been used in the Agreement provided that the respective meanings, if any, assigned to such undefined words/ expressions in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

3. **TERM**

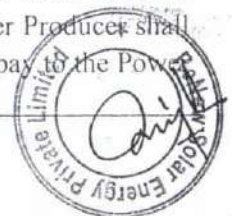
3.1. Segregation into Periods

This Agreement shall consist of an Initial Period and an Operations Period. As used herein, the 'Term' shall mean all of the Initial Period and the Operations Period, unless the Power Producer or the Offtaker terminates the Agreement earlier in accordance with the terms of this Agreement.

3.2. Initial Period

The Initial Period will begin on the "Effective Date" as set forth above and will terminate on the earlier of the Commercial Operation Date or the date on which the Agreement is terminated pursuant to the provisions of *Clause 4.4* hereof. The Parties agree that the Power Producer shall ensure commissioning of the project within 6 months from effective date 29th day of March 2018 ("Scheduled Commissioning Date").

During the initial period, the Offtaker shall take all actions to make the Site available to the Power Producer. In the event commissioning of the Plant is delayed for reasons attributable to an Off-taker Event of Default and a consequent delay in the achievement of the Commercial Operation Date, the stipulated time period for the achievement of the COD shall be extended on a day to day basis without any penalty to the Power Producer. In the event such an Offtaker Event of Default extends for a period exceeding 3 months, the Power Producer shall have the right to terminate this Agreement and the Offtaker shall be liable to pay to the Power



Producers all costs expended on the Plant along with an interest of 8 % calculated from the date on which such amount was spent / deemed to be spent until the date of payment by the Offtaker or INR 2000/kW of the total capacity of the Project, whichever is higher. No interest whatsoever will be payable in case the delay is attributable to a third party like CIDCO, Panvel Municipal Corporation, statutory/Government authority and the Offtaker has taken reasonable steps to make available the Site to the Power Producer.

3.3. Operations Period

The Operations Period will commence on the Commercial Operation Date and will terminate on the completion of Twenty-Five Years (25) Years from date of Commercial Operation Date).

3.4. Access Specifications

The Offtaker hereby grants the Power Producer and its authorized agents, (including its contractors, subcontractors, persons responsible for implementing the Plant, and the Financing Party) entry permission into the Premises, for the Term of this Agreement, at reasonable times and upon reasonable written notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Plant, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. The permission to install the solar power generating plant on the roof top of the Educational Institutes does not in any manner whatsoever amount to assigning, letting, subletting or creating any interest in any manner whatsoever in the site or premises in favour of the Power Producer.

Provided that, the Power Producer shall intimate the Offtaker in writing about the names and/or particulars of the consultants, contractors, subcontractors, persons etc seeking access to the Premises. Any changes in the said names will be communicated to the Offtaker in advance.

3.4.1. Permission to work at the Site:

3.4.2. a) Vehicular & Pedestrian Entry Permissions: The Offtaker shall provide permission to enter for site vehicles and workers for the purpose of designing, installing, operating, maintaining, repairing and removing the Plant. In exercising such access, the Power Producer shall reasonably attempt to minimize any disruption to activities occurring on the Site.

a) Transmission Lines & Communication Cables: The Offtaker shall provide the Power Producer the right to locate transmission lines and communications cables across the Site. The Power Producer shall design the location of transmission lines and communications cables with prior approval of the Offtaker. The location of any such transmission lines and communications cables outside the areas designated on Exhibit I shall be subject to the Offtaker's approval and shall be at locations that minimize any disruption to Offtaker's activities occurring on the Site and avoid unnecessary changes in the infrastructure.

b) Open Storage: During the subsistence of this Agreement and for 15 days after the termination/determination of this Agreement adequate storage space on the Site shall be made available to the Power Producer for materials and



tools used during construction, installation, and maintenance of the Plant by the Offtaker. The Power Producer shall be responsible for providing and maintaining shelter and security for stored items during construction and installation of the Plant. The said facility is for the period and purpose of this Agreement and does not in any manner whatsoever amount to assigning, letting, or subletting of the Premises or site in favour of the Power Producer.

- c) Utilities: Water, drainage and electrical connection in the Premises shall be provided by the Offtaker to enable the Power Producer to install, operate and maintain the Plant. Further, if the Offtaker wishes to access the plant generation data then Ethernet connections, Display and Data Storage devices in the Premises shall be arranged by the Offtaker at its own expense.

The Offtaker shall, at its own cost, provide to the Power Producer reasonable and adequate water for cleaning of the modules.

- (e) Except for as may be provided under this Agreement, the Power Producer shall be solely responsible for the materials, tools and safety of the workers and for the mishaps, accidents if any in respect of the vehicular movement or of machinery or by the workers during the performance of scope of work by the Power Producer i.e. designing, installing, operating, maintaining, repairing and removing the plant and even otherwise during the entire scope of work.

- 3.5. Immediately upon the commencement of the Initial Period, the Offtaker shall provide entry permissions to Power Producer to execute scope of work as defined in this agreement

- 3.5.1 The Offtaker will insulate the Power Producer from risk arising from authorities appointed under all Applicable Laws in relation to usage of the Premises such as, but not limited to, the Municipal Authorities, authorities responsible for urban development and regulation, Fire Safety authorities, etc. requisite permissions and approvals relating to the existing building, factory inspectors, lenders, etc. for the purposes of setting up of the Plant.

- 3.5.2 The Power Producer shall provide the relevant support for follow up as and when required by the Offtaker for obtaining the necessary permits/approvals from the relevant authorities.

Notwithstanding the generality of the above provision of this clause, the sole responsibility and obligation to get all permissions, licenses, and authorizations, including appropriate permits for usage of roof for setting up the Plant shall at all times vest with the Offtaker.

The Power producer shall be responsible for obtaining and maintaining all approvals relating to installation and operation of the Plant, all the statutory charges for above approvals will be paid by Power Producer and Offtaker will assist in completing documentation where necessary for obtaining quick approvals.

4. **PLANNING, INSTALLATION AND OPERATION OF PLANT**

4.1. **Site Assessment and Planning**

During the Initial Period, the Power Producer shall have the right, at its own expense, to assess the suitability of the Premises for the Plant and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Plant will be located; to apply for permits or other governmental authorizations necessary for the construction of the Plant; to arrange interconnections with the



Local Electric Utility; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Plant.

4.2. Commencement of Construction

At any time during the Initial Period, upon at least ten (10) Business Days' notice to the Offtaker, the Power Producer shall have the right to commence installation of the Plant on the Premises. The Power Producer agrees to comply with all of the Offtaker's safety norms while undertaking its obligations under this Agreement.

4.3. Major Components of the Plant

During the project execution due to reasons not attributable to Power Producer, if there is a requirement to change the Major Components for the benefit of the project same will be notified to Offtaker by the Power Producer. The approval of such modification of design must not be unreasonably withheld by the Offtaker.

4.4. Termination of Development Activities

Notwithstanding anything contained in this Agreement at any time during the Initial Period, the Power Producer shall have the right to cease development of the Plant on the Premises, for reasons only dealing with changes in basic law or government regulations coming into effect after the Effective Date, which would render the Project unviable. If the Power Producer gives the Offtaker notice of such determination, this Agreement shall stand terminated effective as of the delivery of such notice without any further liability of the Parties to each other, provided that

- 4.4.1. The Power Producer shall remove any equipment or materials which the Power Producer has placed on the Site;
- 4.4.2. The Power Producer shall try to restore any portions of the Site disturbed by the Power Producer to its pre-existing condition, i.e. prior to the commencement of construction;
- 4.4.3. The Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and
- 4.4.4. The confidentiality provisions under Clause 15, the indemnity obligations under Clause 16 hereof, and the dispute resolution provisions of Clause 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

4.5. Contractors

The Power Producer shall use only eligible, qualified and experienced contractors / independent agents to perform the work of installing, operating, and maintaining the Plant at its own discretion. In such appointment of contractors / independent agents, the Power Producer ensures to follow safety, EHS and other norms as per the industry practice. Provided that the appointment of such contractors shall not relieve the Power Producer from its obligations under this Agreement.

The Power Producer represents and warrants, to the best of its knowledge, that the contractors, subcontractors and/or independent agents are qualified and experienced and that such contractors, subcontractors and/or independent agents have been instructed to ensure that the workers and labourers being deployed at the Site have been trained to follow safety norms, manuals and have the required experience and expertise.



4.6. Site Security

The Offtaker will assist with the security of the Plant from the commencement of construction till the time that this Agreement is in effect, to the extent of its existing security procedures, practices, and policies that apply to the Premises. The Offtaker will advise the Power Producer immediately upon observing any damage to the Plant. During the Operations Period, upon request by Power Producer, such as the Power Producer receiving data indicating irregularities or interruptions in the operation of the Plant, the Offtaker shall, as quickly as reasonably possible, send a person to observe the condition of the Plant and report back to the Power Producer on such observations.

4.7. Safety codes

The Power Producer should ensure that all workers working at the Plant will wear ISI approved safety gear as may be required such as safety shoes, safety helmets, and any other safety gear required to perform safe installation and shall take care of all required measures to ensure safety measures to all the workers.

4.8. The power supplied would be injected at 415V, 50Hz, into the LT panel. Suitable provisions will be setup by the Power Producer to maintain the quality of power as per the provisions of the Indian electricity codes. The Offtaker have to ensure the load and grid availability at operation time of the Plant.

5. **SALE OF ELECTRIC ENERGY**

5.1. Sale of Electricity

Throughout the Operations Period, subject to the terms and conditions of this Agreement, the Power Producer shall sell only to Offtaker and Offtaker shall buy from Power Producer all electric energy produced by the Plant limited to plant capacity i.e. 450 kW (+/-20%), whether or not the Offtaker is able to use all such electric energy. Title to and risk of loss with respect to the energy shall transfer from Power Producer to Offtaker at the Point of Delivery.

5.2. Expected Energy Supply

a. The Power Producer estimates the amount of electric energy to be produced by the limits on the Plant on annual basis subject to Global Horizontal Irradiation ("GHI") based on following broad assumptions

- Expected Energy Generation /annum= 5.91 lacs kWh for 1st Year, please refer to Schedule D for Expected Year on Year Energy Production
- Module Degradation Factor= 0.7%
- Global Horizontal Irradiation = 2100 kWh/m²
- Size of the Plant = 450 kW (+/- 20%)
- Grid Availability

b. The Power Producer shall ensure that the Expected Energy Generation (as outlined in Schedule D) including Deemed Generation is supplied on annual basis. However, if there is any reduction in generation due to reasons attributable to Offtaker or due to actual GHI, the same should be reduced from the Expected Energy Generation. In case of supply lower than of the Expected Energy Generation, the Power Producer should compensate to the Offtaker for the difference in Variable Charge of grid power and PPA tariff for shortfall in solar energy for that year.



Explicit understanding of 5.1 and 5.2 clause has been indicated in Schedule D.

5.3. Joint Meter Reading

a. Monthly Meter Reading:

For every calendar month, the joint meter reading of the main meter and the check meters installed at the respective locations shall be conducted on 1st working day of every calendar month @ 11:00 AM, either by reviewing the recordings on the online billing software or in the presence of representatives of both the Parties, as may be mutually agreed in writing between the Parties. If the first day of the month is a public holiday or Sunday, then in such cases the joint meter reading shall be conducted on the immediate next day. However, in such cases, the Parties shall inform each other in advance. The format for monthly joint meter reading is attached. The meter reading can also be taken through the remote monitoring provision provided remote monitoring facility is functional and is capable of reading the energy meter readings.

b. Meter Inspection & Sealing:

The energy meter shall be jointly inspected and sealed by the Power Producer and shall not be opened, calibrated or tested except in the presence of the representatives of both the Parties. In each case, seal details of old and new seals installed at the meter box is to be mentioned on the joint meter reading format or meter testing report. Energy Recording:

i. Difference in energy measurement between main meter and check meters:

At the time of taking monthly joint meter reading, if the electrical energy consumption reading of the main meter differs from the readings of the corresponding check meter by more than +/- 2%, in such case the main meter shall be tested first as per ISI guidelines and if on such testing, the main meter error is found to exceed specific limits prescribed in the standards then the main meter shall be re-calibrated or replaced by correct meter, within next 7 working days from the date of testing. If the main meter is found correct, the check meter shall be tested and re-calibrated or replaced by correct meter, within next 7 working days from the date of testing. The charges for the meter testing/calibration shall be borne by the Power Producer.

ii. Billing in case of faulty meter

In the event of variation exceeding the permissible limits, the billing should be done based on the correct meter (main or check) during the said period. The joint metering should be taken after such re-calibration/testing.

c. Annual Meter Testing:

All meters shall be checked/tested for accuracy on a yearly basis in the presence of both the Parties and shall be tested as working satisfactory so long as the errors are within the limits prescribed for meters of the specific class. Energy consumption recorded in the main meter will form the basis of billing, so long as the yearly checks show that errors if any are within the permissible limits. If the check or main meter is found defective during the annual checking, the error will be rectified and it shall be immediately replaced at the cost of the Power Producer.

d. Calibration Procedure:

All meters shall be calibrated on an annual basis by a government approved agency and the cost for the calibration shall be borne by the Power Producer. The Meter readings shall be taken after the completion of calibration procedure in the presence of authorized representatives of both the Parties. Metering system, calibration procedure and the procedure of taking meter readings could be modified from time to time as may be decided by both the Parties with mutual understanding.



- (a) The Main Metering System at the Delivery Point shall in terms of its technical standards, description, accuracy, calibration, comply fully with the requirements of the relevant standards under the Applicable Law and shall be regularly tested as per the government regulation. This will consist of main meter and a check meter.
- (b) The Main Metering System shall be installed, maintained and owned by the Power Producer. It shall be installed at a place accessible to the meter readers of both the Parties. The Offtaker shall have full access to the Main Metering System, and to any data generated thereby.
- (c) The Offtaker may install an additional meter, at its own cost, to verify the measurements of the Main Metering System.
- (d) The Power Producer shall install the meter(s) to meet the technical and regulatory requirements stipulated by the relevant authorities.

The risk and title to the electricity supplied by the Power Producer shall pass to the Offtaker at the Delivery Point

6. **DAMAGE**

6.1. **Damage by Offtaker**

In the event that the Plant is damaged by any act, negligence or omission by the Offtaker, or any of its employees, agents, contractors or affiliates, the Offtaker:

- 6.1.1. Shall be responsible for any cost of repairing or replacing any component of the Plant and rectifying the damage. Provided that any amount received by the Power Producer against such damage shall be reimbursed, on actuals, to the Offtaker upon receipt from the insurance company. Delay of 15 days after getting reimbursement from the insurance company will attract interest of 2% per month
- 6.1.2. Shall continue to be billed as per Deemed Generation until the Plant is restored to full capacity, and the Offtaker shall be responsible for the payment of these bills. Provided that the Power Producer shall make best efforts to make the necessary repairs at the earliest in accordance with good industry practices.

6.2. **Damage by Power Producer**

In the event that the Plant is damaged by any act, negligence or omission by the Power Producer, or any of its employees, contractors or affiliates, the Power Producer:

- 6.2.1. Shall be responsible for the cost of repairing the Plant or replacing the component of the Plant. If there is any damage to the sSite of the Offtaker, the Power Producer shall be responsible for the rectification of the same as mutually agreed
- 6.2.2. Shall not bill the Offtaker for any Deemed Generation. If such Deemed Generation is billed to the Offtaker, the Offtaker shall not be obliged to pay the amount to the Power Producer.
- 6.2.3. Shall make best efforts to make the necessary repairs at the earliest in accordance with good industry practices.
- 6.2.4. In the event the Power Producer carries out any structural modifications without the consent of the Offtaker, it shall be liable for any damages to the offtaker, penalties from statutory authorities that may be incurred by the Offtaker owing to the aforesaid structural modifications.



7. RATES, BILLING AND PAYMENT SCHEDULE

7.1. Rates

The Offtaker shall pay to the Power Producer all charges for electricity supplied and Deemed Generation, if any, at the rates set forth in *SCHEDULE A* attached hereto, which shall be exclusive of all Regulatory Charges that may become applicable during the subsistence of this Agreement.

7.2. Billing

The Offtaker shall pay for the electricity supplied at delivery point, by the Plant monthly. Promptly after the end of each calendar month, Power Producer shall provide the Offtaker with an invoice setting forth the quantity of electricity supplied at delivery point by the Plant in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates. The monthly joint reading format (signed by authorized representatives of the Power Producer and the Offtaker) will be attached along with the bill otherwise the invoice of the month shall not be accepted by the Offtaker. However, if the remote monitoring system is implemented which has the ability of capturing the real time energy meter readings, the same may be used for billing and physical signing of energy meter records shall not be required.

7.3. Invoice Delivery

Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile/email (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)

7.4. Payment

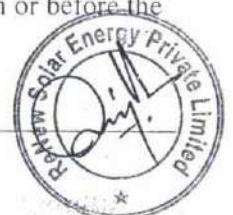
The Offtaker shall pay each invoice within twenty-one (21) days of receipt of the invoice ("Due Date"). Payments shall be made by electronic funds transfer to an account designated by the Power Producer in the invoice or in a written notice delivered to the Offtaker. Any payment after due date would attract an interest @ 2%/ month.

The Parties agree that in the event any amount are disputed by the Offtaker, the Parties shall resolve such disputes amicably. In the event the Parties fail to arrive at a resolution within 15 days from the initiation of the dispute, the dispute resolution mechanism provided under this Agreement shall apply. In such an event, the Offtaker shall be liable to pay to the Power Producer at least 50% of the disputed sums. Upon the determination of the matter by the arbitral tribunal the monies to be paid (refund by Power Producer or payment of remaining 50% sums by the Offtaker, as the case may be) will attract an interest @2% per month. If the dispute is resolved in the favour of Power producer, then interest is applicable and if the dispute is resolved in the favour of Offtaker, then no interest shall be charged.

7.5. Disputed Invoices

7.5.1. If Offtaker objects to all or a portion of an invoice, the Offtaker shall, on or before the date payment of the invoice is due:

- (i) Pay 100 % of the undisputed portion of the invoice, and



- (ii) Provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections.
- 7.5.2. If the Offtaker does not object prior to the Due Date, Offtaker shall be obligated to pay the full amount of such invoices but Offtaker may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount with 2% per month interest rate. Provided, however, that Offtaker may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered/delivered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Clause 7.5.2, survive the expiration or termination of this Agreement.
- 7.5.3. Any adjustments shall be made in the invoice of the subsequent months.
- 7.5.4. Disputes shall only be entertained on issues pertaining to meter readings and other factual aspects and not on the Tariff for Electricity if the correct Tariff is applied for billing.

7.6. Bank Guarantee

On the date of signing this Agreement, the Offtaker shall be obliged to submit to the Power Producer a sum of Rs 11,53,035 as guarantee of payment, in the form of a Bank Guarantee, which shall be equivalent to 6 months payment made towards electricity produced at the applicable rates. The Bank Guarantee shall be for a period of One year and renewed annually till the term of this Agreement. The Power Producer shall be entitled to invoke such Bank Guarantee for its full face value or part thereof, in case of an Offtaker Event of a Default or any non-fulfillment of its obligations by the Offtaker under this Agreement. Upon such Bank Guarantee being fully or partly invoked by the Power Producer during the term of this Agreement, the Offtaker shall be liable to replenish such Bank Guarantee to its original value within a period of 30 days. Such encashment of the Bank Guarantee by the Power Producer, shall not impact in any way the recovery of any other monthly arrears that may be due on the part of the Offtaker or any payment at the time of termination of this Agreement including payment of Buy Out value due as contemplated in this Agreement. At the end of this Agreement or on termination of this agreement, whichever is earlier if no Offtaker Event of Default exists, the Power Producer will return to the Offtaker such Bank Guarantee within a period thirty (30) days.

8. **SUPPLEMENTAL POWER**

8.1. Interconnection

The Power Producer shall be responsible for arranging the interconnection of the Plant with the Offtaker's Local Electric Utility at Local distribution panel including net metering approvals and fulfilling any other requirements of the distribution licensees. Obtaining net metering approvals shall be the responsibility of the Offtaker and all the costs related to the net metering applications will have to be borne by the Offtaker.

8.2. Entitlement to Tax Incentives

The Power Producer (and/or its assignee as may be identified and appointed at its sole discretion) shall be entitled to any Tax Incentives that may arise as a result of the operation of the Plant and shall be entitled to transfer the ownership over the Plant or consumable Plant



for such Financing Party who is able to utilize such Tax Incentives. The Offtaker shall provide reasonable assistance to Power Producer in preparing all documents necessary for Power Producer to receive such Tax Incentives. Any tax incentives arising as a result of solar power generation shall be the right of the Power Producer or the Financing Party and any tax incentives arising due to consumption of solar power shall be the right of the Offtaker.

8.3. Environmental Attributes

The energy produced at the project may use to offset the RPO obligations of the Offtaker as per applicable regulation. If, at any time during the term, the Project is or becomes entitled to receive Carbon Credits or any other similar benefits, the Power Producer shall have such benefits. However, the Offtaker may claim carbon credits under any law applicable to the Offtaker with prior consent of the Power Producer, provided that it shall not affect the entitlement of the Power Producer to avail carbon credits. In such situation any necessary cost associated with claiming the benefits of these environmental attributes shall be borne by the Offtaker.

8.4. No Resale of Electricity

The electricity purchased by Offtaker from Power Producer under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Power Producer, which approval shall not be unreasonably withheld, and Offtaker shall not take any action which would cause Offtaker or Power Producer to become a utility or public service company.

9. **OWNERSHIP OF PLANT, LIENS, MORTGAGES**

9.1. System Ownership

9.1.1. Except as provided in *Clause 10*, the Power Producer or its assignee shall be the legal and beneficial owner of the Plant at all times prior to transfer of the same to the Offtaker. The Plant is a movable property of the Power Producer or the Financing Party or their assignee as the case may be, and shall not attach to or be deemed a part of, or fixture to, the Site. The Power Producer shall not be restricted from representing that it has developed the Plant for the Offtaker and shall have the right to display notices and hoardings stating that the Plant has been installed by the Power Producer and that it is the sole and rightful owner of the Plant. The Power Producer has no right, title, interest of whatsoever nature on the roof tops or the Premises or the Site on which the Plant has been set up. The purpose of putting up the notices/hoardings is not to advertise but for the sole purpose of claiming ownership of the Plant.

9.1.2. The Offtaker covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Plant and the legal status or classification of the Plant as movable and personal property of the Power Producer or its assignee as the case may be. Offtaker shall make any necessary filings to disclaim the Plant as a fixture of its respective Premises and Site with the appropriate authorities to place all interested parties on notice of the ownership of the Plant by Power Producer or its assignee as the case may be.

9.2. Liens

9.2.1. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, or other security interest in or to the Plant or the Premises.



security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Plant, and in the Permission to Enter granted hereunder.

- 9.2.2. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

9.3. Non Disturbance Agreements

The Offtaker shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any charge against the Premises which could reasonably be construed as prospectively attaching to the Plant, the Offtaker shall promptly provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to the Power Producer, stating that the ownership of the property in goods over the Plant remains in the Power Producer and further acknowledging that the Plant is personal property of Power Producer and agreeing not to disturb the rights of Power Producer in the Plant and under this Agreement. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Offtaker's expense, with the appropriate authority. Offtaker may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Plant, the access permissions granted hereunder, and the priority of Power Producer's rights in the Plant and the access permissions.

10. PURCHASE OPTIONS, REMOVAL AT END OF TERM

10.1. End of Term Purchase Option

The Offtaker shall have the right to purchase the Plant from the Power Producer at the expiration of the Operations Period at the Buy Out Value of the Plant. The Offtaker hereby agrees that it shall be solely liable to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer. The Parties agree that such right under this clause shall be exercised by the Offtaker at least 2 months prior to the termination of this Agreement.

After expiration of operation period the ownership of the plant is transferred to offtaker without any encumbrance, lien, charge etc. In the event the Offtaker does not purchase the plant, the Power Producer shall remove its plant and all materials, tools, equipment, waste and other material from the premises and/or storage area within a period of 120 days from the expiry of the Agreement, failing which the Power Producer will be liable to pay compensation/damages at the rate of Rs 50,000,0/- per month. After the expiry of the 120 day period the Offtaker will be entitled to take appropriate steps to remove the materials/ plant



belonging to the power producer and also take steps to recover the compensation, damages and expenses incurred.

10.2. Transfer of Ownership

Upon Offtaker's notice that it elects to exercise the option set forth in Clause 10.1, the Offtaker and the Power Producer shall enter into an agreement in mutually agreed terms to transfer the Plant and the rights and obligations attached thereto.

10.3. Operation & Maintenance After Sale

Upon Offtaker's notice that it elects to exercise the option set forth in Clause 10.1, the Offtaker and the Power Producer shall discuss entering into an operation and maintenance agreement under which Power Producer shall perform all or a portion of the operation and maintenance requirements of the Plant following Offtaker's purchase of the Plant. However, neither Party shall be under an obligation to enter into such an agreement.

10.4. No Survival of Purchase Option

The options for Offtaker to purchase the Plant under Clause 10.1 shall not survive the termination of this Agreement.

11. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE

11.1. Offtaker Requested Shutdown

11.1.1. The Offtaker from time to time may request the Power Producer to temporarily stop operation of the Plant for a period no longer than cumulative thirty (30) days/annum, such request to be reasonably related to Offtaker's activities in maintaining and improving the Site.

11.1.2. During any such shutdown period (but not including periods of Force Majeure), Offtaker will pay Power Producer an amount equal to the payments that Offtaker would have made to Power Producer hereunder for electric energy that would have been produced by the Plant during the period of the shutdown;

11.1.3. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based on Deemed Generation computed as per Schedule F of this Agreement. The Offtaker agrees to pay all such amounts.

11.2. Power Producer Shutdown

The Power producer may shut down the Plant in the following circumstances:

(i) If the Power Producer needs to perform maintenance activities on the Plant: In the event any maintenance on the Plant is required, a maximum of 3 days shall be allotted to the Power Producer subject to prior intimation to the Offtaker. The Power Producer agrees to notify the Offtaker 24 Hours in advance;

AND

(ii) If the Power Producer needs to perform emergency repairs on the Plant: In the event of any emergency repairs required on the Plant, the Plant shall start functioning as soon as it is practicable within 72 hours. However, there will be no reduction in the committed Expected Energy Generation from the Power Producer due to these abovementioned shutdowns.

Provided that if the Power Producer fails to start functioning of the plant as agreed under this clause then the Power Producer should compensate to the Offtaker for the difference in Variable Charge of grid power and PPA tariff for shortfall in solar energy during said period.



11.3. Plant Relocation

11.3.1. If the Plant needs to be temporarily moved or its generation suspended during site repairs or for any other reason, either at the request of the Offtaker or due to acts of negligence or omission of the Offtaker or its employees, agents or contractors, the Offtaker will be responsible for any costs arising from moving the Plant. In the event the plant relocation is requested by the Power Producer for reasons solely attributable to the Power Producer or due to acts of negligence or omission of the Power Producer or its employees, agents or contractors, all costs arising from such moving the Plant shall be solely to the account of the Power Producer. Suspension of Generation:

- a) Any interruption in generation of Electricity during such relocation as described hereinabove in *Clause 11.3.1*, and reasons attributable to the Offtaker will continue to be billed as per Deemed Generation, during the period of interruption.
- b) Where the Electricity generation is suspended or the Plant is to be temporarily moved on account of any act of negligence or omission of the Power Producer or its employees, agents or contractors, the cost for relocation / disassembling shall be to the account of the Power Producer, who will further compensate the Offtaker for the above loss based on *Clause 5.2 b* of this Agreement.

11.3.2. In addition, during the Relocation Event, except in the circumstances envisaged under *Clause 11.3.1(b)* above:

- a) The Offtaker shall pay the Power Producer an amount equal to the payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following the Relocation Event;
- b) Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the Deemed Generation and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, unless Power Producer and Offtaker mutually agree to an alternative methodology.

11.3.3. Premises Shutdown and Interconnection Deactivated

- a) In the event Premises are closed as a result of an event that is not:
 - (i) a Force Majeure Event or
 - (ii) caused by or related to any unexcused action or inaction of Power Producer,

The Offtaker shall nevertheless continue to pay the Power Producer for all electricity produced by the Plant on the Premises and delivered to the Point of Delivery. Provided that if such premises shutdown is for reasons attributable to the Offtaker, the Offtaker shall pay to the Power Producer an amount equal to the sum of payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation (Schedule F).

- b) If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not:
 - (i) a Force Majeure Event or



- (ii) caused by or related to any unexcused action or inaction of Power Producer such that the Plant is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility.

The Offtaker will pay the Power Producer an amount equal to the sum of payments that Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation (Schedule F). Provided that, the Offtaker shall not be required to make any payment towards Deemed Generation under this clause for the first twenty (20) hours of deactivation of interconnection with Local Electric Utility every year.

Plant will work in parallel with Offtaker's Diesel Generator ("DG") in following conditions,

1. DG has reverse power protection
 2. $\text{Load} \geq (x+y)$
 $x = 30\%$ of operational Diesel generator capacity
 $y = \text{operational Solar capacity}$
- c) Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, unless the Power Producer and the Offtaker mutually agree to an alternative methodology.
- d) If a shutdown pursuant to this Clause 11.3.3 continues for 365 days or longer, the Power Producer will be entitled to ask for extension of the Bank Guarantee for another year or require buyout of the Plant by the Offtaker.

11.4. Sale of Site

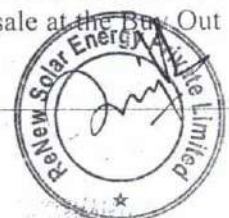
11.4.1. The Parties hereby confirm that they are entering into the Agreement in good faith and have no current plans or discussion of plans of ceasing business operations.

11.4.2. In the event the Offtaker transfers (by sale, lease, or otherwise) all or a portion of its interest in the Site, the Offtaker shall remain primarily liable to Power Producer for the performance of the obligations of Offtaker hereunder notwithstanding such transfer.

11.4.3. The Offtaker agrees to inform the Power Producer about the intended sale and the Power Producer may in its sole discretion either:

- (i) accept the transferee as the Offtaker under this PPA, in which case the Offtaker shall be liable to ensure novation of this Agreement in the names of the Power Producer and the transferee. Upon such novation the transferee shall assume all rights and obligations of the Offtaker under this Agreement; or

11.4.4. (ii) refuse to undertake any business with the transferee, in which case the Offtaker shall be liable to buy out the Plant prior to affecting the intended sale at the Buy Out value as stipulated in this Agreement.



11.4.5. In the event that the Offtaker or the transferee wishes to terminate this Agreement, then they shall pay to the Power Producer applicable Buy Out value.

11.4.6. Obligations of the Power Producer

Subject to the terms and conditions of this Agreement, the Power Producer undertakes and agrees to be responsible for:-

- (a) Owning, installing, operating and maintaining the Main Metering system and the Plant during the Term of the Agreement at its own cost and risk.
- (b) Fulfilling all other obligations undertaken by it under this Agreement and complying with the requirements of Electricity laws.
- (c) Obtaining all regulatory and statutory approvals required to install and operate the Main metering system, Plant and all related equipment's and keep such regulatory and statutory approvals active during the Term or any extended Term of the Agreement.
- (d) Supplying Electricity to the Offtaker in accordance with terms of this Agreement.
- (e) Applying and securing either directly or through its vendor, any benefits including Indirect tax waiver or refined as may be available to it under any central or State Government law or scheme as its own cost and provide all assistance in completing Any documentation & Applying to any competent authorities (if required) in order to give effect of such benefit in favour of Offtaker.
- (f) To take adequate insurance of the Main Metering system, Plant and any other related equipment to cover any risks on account of fire, lighting earthquake or any other risks.

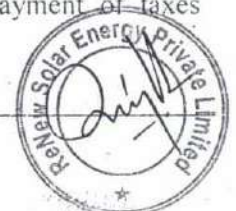
12. TAXES

12.1. Property Taxes

The Offtaker shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Power Producer shall be responsible for ad valorem personal property or real property taxes levied against the Plant. If Offtaker is assessed any taxes related to the existence of the Plant on the Premises, Offtaker shall immediately notify Power Producer. Offtaker and Power Producer shall cooperate in contesting any such assessment; provided, however, that Offtaker shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Power Producer. If after resolution of the matter, such tax is imposed upon Offtaker related to the improvement of real property by the existence of the Plant on the Site, Power Producer shall reimburse Offtaker for such tax, within 20 business days. If the said amount is accepted and not reimbursed by the Power Producer then in that event the Power Producer will be laible to pay interest @ 2% per month. Tthe Offtaker shall be entitled to adjust the said amount from the bills due to the Power Producer.

12.2. Tax Contests

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes



otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

12.3. Payment of Delinquent Taxes

In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, compounded monthly.

12.4. Reimbursement Deadline

Any reimbursement of taxes owing pursuant to this Section 12 shall be paid within twenty (20) Business Days of receiving an invoice therefor from the Party who paid the taxes.

13. **INSURANCE**

13.1. Coverage

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

Power Producer will maintain adequate amount of insurance to cover all risk and liabilities arising after getting the approvals w.r.t. installation and operation shall be the sole responsibility of the Power Producer.

14. **COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS**

14.1. Cooperation

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14.2. Unrestricted Solar Access

Offtaker, or any lessee, grantee or licensee of Offtaker, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Plant. Expansion activities of the institutions are permitted, with prior notice to the Power Producer and after given reasonable time to the Power Producer for shifting/relocating the plant. All costs arising out of such relocation of the Plant shall be borne by the Offtaker. Further, any interruption in generation of Electricity during such relocation as described here will continue to be billed as per Deemed Generation, during the period of interruption.

15. **CONFIDENTIALITY**

15.1. Limits on Disclosure of Confidential Information



Subject to the exceptions set forth below in *Clause 15.2* each Party agrees that:

- 15.1.1. Without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and
- 15.1.2. It shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement.

15.2. Permissible Disclosures

- 15.2.1. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued summonses or required filing.
- 15.2.2. The Power Producer may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Power Producer in connection with the Plant. In addition, if a receiving Party is required by Applicable Law to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

15.3. Enforcement of Confidentiality Provisions

Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this *Clause 15* and agrees that the provisions of this *Clause 15* may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this *Clause 15*. The provisions of this *Clause 15* shall survive until one year after the effective date of any termination of this Agreement.

16. **INDEMNIFICATION**

16.1. Power Producer Indemnification

- 16.1.1. The Power Producer shall indemnify, defend and hold Offtaker and its directors, trustees, officers, employees, agents, volunteers, and invitees ("Offtaker's Indemnified Parties"), harmless from and against all losses incurred by the Offtaker Indemnified Parties to the extent arising from or out of the following:
 - a) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Power Producer's (or its contractor's) negligence or willful misconduct;
 - b) Power Producer's violation of Applicable Law;
 - c) any failure to properly interconnect or comply with the procedures of the Local Electric Utility; or
 - d) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by the Power Producer or by any of Power Producer's employees, agents, volunteers, and invitees.
- 16.1.2. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Plant shall not extend to incidents



occurring on the Offtaker's side of the Point of Delivery except to the extent caused by incidents on Power Producer's side of the Point of Delivery.

- 16.1.3. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. The Power Producer shall not be obligated to indemnify the Offtaker or any Offtaker Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Offtaker or any Offtaker Indemnified Party.

16.2. Offtaker Indemnification

- 16.2.1 The Offtaker shall indemnify, defend and hold Power Producer, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, ("**Power Producer's Indemnified Parties**"), harmless from and against all losses incurred by the Power Producer's Indemnified Parties to the extent arising from or out of any of the following:

- a) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of the Offtaker's Indemnified Parties;
- b) Offtaker's violation of Applicable Law; or
- c) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Power Producer's Indemnified Parties).

- 16.2.2 The Offtaker shall not be obligated to indemnify the Power Producer or any Power Producer Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Power Producer or any Power Producer Indemnified Party.

16.3. Survival of Indemnification

The obligations of indemnification as specified above shall survive termination of this Agreement.

17. **REPRESENTATIONS AND WARRANTIES**

17.1. Mutual Representations

17.1.1. Each Party hereby represents and warrants to the other, as of date hereof, that:

- a) **Organization.** It is duly organized, incorporated, and in good standing with limited liability and validly existing under the laws of India, of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- b) **No Conflict.** The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under
 - (i) its organizational documents;
 - (ii) any agreement or other obligation by which it is bound;
 - (iii) any law or regulation.
- c) **Enforceability.**



- (i) all actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken;
 - (ii) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party, and
 - (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.
- d) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.
- e) That they perform their obligations hereunder in accordance with all applicable anti-corruption laws and regulations.

17.2. Offtaker Representations

In addition to the representations and warranties in *Clause 17.1 above*, the Offtaker hereby represents and warrants to Power Producer, as of date hereof, that:

- 17.2.1. Electric Usage. Offtaker has provided to Power Producer complete and correct records of its electric usage at the Site for the preceding *two* years.
- 17.2.2. Condition of Premises. Offtaker has provided to Power Producer, Offtaker's complete and correct records of the physical condition of the Premises and the Power Producer has conducted a site visit and inspected the same. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Plant is to be installed, are materially different from the conditions prevalent at the time of inspection of the Site, then if practicable the rates payable by Offtaker hereunder shall be adjusted to compensate Power Producer for the cost of design and construction changes and delays incurred to adapt the Plant to the modified conditions. The Offtaker further agrees not to undertake any sort construction activity on the Premises which will impact the performance and functioning of the plant during the subsistence of this Agreement. Any construction activity on the part of the Offtaker on the premises where the plant has been erected, would require a prior intimation to the Power Producer and reasonable time to the Power Producer to relocate the plant. The Power Producer shall have a right to terminate this Agreement in case of any construction activity undertaken by the Offtaker on the Premises where the plant has been erected and the Offtaker shall also be liable to pay the cost of relocation and/or the Buy Out, as the case may be, as per the terms of this Agreement.
- 17.2.3. Financial Information. The financial statements that the Offtaker has provided to the Power Producer present fairly in all material respects the financial condition and results of operations of the Offtaker.

18. **FORCE MAJEURE**

18.1. Excuse of Force Majeure Event



Except as provided under *Clause 18.2* or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly

- 18.1.1. notify the other Party in writing of the existence and details of the Force Majeure Event, within seven (7) days of its knowledge of commencement of such event. In case of total disruption of communication, the same must be communicated as soon as practicable after the occurrence of Force Majeure;
 - 18.1.2. exercise all reasonable efforts to minimize delay caused by such Force Majeure Event and mitigate the effect of such event as soon as possible;
 - 18.1.3. notify the other Party in writing of the cessation of such Force Majeure Event; and
 - 18.1.4. resume performance of its obligations hereunder as soon as practicable from the date of cessation of the Force Majeure event or its consequences.
- 18.2. No Excuse for Payment for Prior Services
Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.
- 18.3. Termination for Force Majeure Event
- 18.3.1. Notwithstanding anything to the contrary in this *Clause 18*, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then the Party not claiming Force Majeure shall have the right to terminate this Agreement upon thirty (30) days' notice to the other Party.
 - 18.3.2. In the event of such a termination of this Agreement with respect to the Plant, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Plant or the Premises, and the Indemnity, Confidentiality and Dispute Resolution provisions of this Agreement shall survive the termination of this Agreement.

19. POWER PRODUCER DEFAULT AND OFFTAKER REMEDIES

19.1. Power Producer Default and Offtaker Remedies

The Power Producer shall be in default of this Agreement if any of the following ("Power Producer Events of Default") shall occur:

- 19.1.1. **Misrepresentation:** Any representation or warranty by Power Producer under Clause 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Offtaker identifying the defect.
- 19.1.2. **Abandonment during Construction and Installation:** After commencement of construction of the Plant, the Power Producer abandons construction or installation of the Plant for thirty (30) days and fails to resume construction or installation within thirty (30) days after receipt of notice from the Offtaker stating that, in Offtaker's reasonable determination, the Power Producer has abandoned construction and installation of the Plant;
- 19.1.3. **Failure to Operate:** After the Commercial Operation Date, the Power Producer fails to operate the Plant for a period of 90 days which failure is not due to equipment failure, or damage to the Plant, act of governmental authority, or exercise of Power



Producer's rights under this Agreement, any Offtaker Event of Default or otherwise excused by the provisions of *Clause 18.I* (relating to Force Majeure Events); and the Power Producer fails to resume operation within thirty (30) days after receipt of notice from Offtaker stating that, in Offtaker's reasonable determination, Power Producer has ceased operation of the Plant, provided, however, that the cure period shall be extended by the number of calendar days during which Power Producer is prevented from taking curative action if Power Producer had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

19.1.4. **Obligation Failure:** The Power Producer fails to perform any obligation hereunder, provided that such failure is material and it is not excused by the provisions of *Clause 18.I* (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Offtaker identifying the failure

19.1.5. **Insolvency:** The Power Producer (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against the Power Producer in an involuntary case under bankruptcy law or seeking to dissolve the Power Producer under other Applicable Law; or (G) takes any action authorizing its dissolution.

19.2. Offtaker Remedies

Upon an Event of Default by the Power Producer, provided that the Offtaker complies with its obligations under *Clause 21* and the Power producer or its assignee (Financing Party) does not cure such Event of Default by Power Producer, the Offtaker may terminate this Agreement without buyout or any other additional payments.

20. OFFTAKER DEFAULT AND POWER PRODUCER REMEDIES

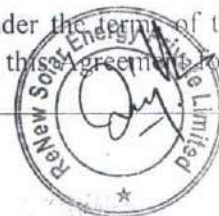
20.1. The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event, shall constitute an Offtaker's Event of Default ("Oftaker Event of Default")

20.1.1. Bankruptcy, liquidation or dissolution of the Offtaker pursuant to Applicable Law, except for the purpose of a merger, consolidation or re-organization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations

20.1.2. Default in payment of undisputed invoices for a continuous period of three (3) months.

20.1.3. Failure to perform its obligations under this Agreement

20.1.4. Abandonment of this Agreement by way of failure to pay under the terms of this Agreement: In case the Offtaker fails to make payments under this Agreement for a



continuous period of 12 months, then the Power Producer shall be at liberty to consider this Agreement as having been terminated on account of Offtaker's Event of Default. In the event of termination on account of non-payment by the Offtaker as aforesaid, the Offtaker shall be liable to pay, immediately and without demur, the Buy Out value as stated in Schedule B to the Power Producer. The payment of Buy Out Value due shall be without prejudice to the rights of the Power Producer to encash the Bank Guarantee (refer clause 7.6) towards outstanding dues and payments under this Agreement.

20.2. Default Damages

Upon an Event of Default by the Offtaker, the Offtaker shall pay to the Power Producer the amount equivalent to the sum of Buy Out value.

21. **COLLATERAL ASSIGNMENT, FINANCING PROVISIONS**

21.1. Financing Arrangements

The Power Producer may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Plant. Offtaker acknowledges that Power Producer will obtain construction financing for the Plant from third party and that the Power Producer may either obtain term financing secured only by the Plant or sell or assign the Plant to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under such transactions. The Offtaker acknowledges that in connection with such transactions Power Producer may secure the Power Producer's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Plant as well as the right to supply electricity to the Offtaker under the terms of an agreement containing provisions similar to this Agreement in relation to "RATES, BILLING AND PAYMENT SCHEDULE". The Power Producer agrees to serve prior notice to the Offtaker before any material change in financing arrangements and such changes will not bring any financial obligations to the Offtaker nor will it create any encumbrance over the land and building in any manner whatsoever. The Parties agree and accept that the Power Producer has no right, title and interest in the land and building of any nature whatsoever. In order to facilitate such necessary sale, conveyance, or financing, assignment with respect to any Financing Party, as applicable, Offtaker agrees as follows

21.1.1. Consent to Assignment

The Offtaker hereby consents to both of the sale of the Plant to a Financing Party and the collateral assignment to the Financing Party of the Power Producer's right, title and interest in and to this Agreement either in full or in part.

21.1.2. Rights of Financing Party

Notwithstanding any contrary term of this Agreement, the Financing Party shall have following rights during the term of this Contract:

(a) Step-In Rights

The Financing Party, as owner of the Plant, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and instead of Power Producer, any and all rights and remedies of Power Producer under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners of the plant or secured parties, respectively, generally with respect to this Agreement and the Plant; For the avoidance of doubt, it is agreed that the Power Producer and the Financing Party shall endeavor to appoint a new operation and maintenance agent with proven credentials and at least 20 years



under management. If such agent is identified, the Offtaker shall not unreasonably withhold such approval.

(b) Opportunity to Cure Default:

The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Power Producer thereunder or cause to be cured any default of the Power Producer thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of the Power Producer under this Agreement or (unless the Financing Party has succeeded to Power Producer's interests under this Agreement) to perform any act, duty or obligation of Power Producer under this Agreement, but the Offtaker hereby gives it the option to do so.

(c) Exercise of Remedies

Upon the exercise of remedies, including any sale of the Plant by the Financing Party, whether by judicial proceeding or under any power of sale contained herein, or any conveyance from Power Producer to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Offtaker of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Cure of Bankruptcy Rejection


Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Power Producer under the Bankruptcy laws of India including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 at the request of Financing Party made within ninety (90) days of such termination or rejection, Offtaker shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

i) Right to Cure

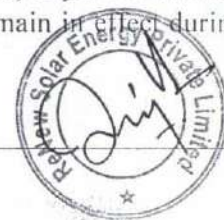
A. Cure Period

The Offtaker will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Power Producer default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

B. Continuation of Agreement


Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of MGC Act)
Navi Mumbai- 410 299



If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Power Producer's assets and shall, within the time periods described in *Clause 21.1.2(d)(i)* above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

22. **LIMITATIONS OF DAMAGES**

Except as explicitly provided in this Agreement, neither party nor any of its indemnified persons shall be liable to the other party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, arising out of or in connection with this Agreement.

23. **DISPUTE RESOLUTION**

23.1. Resolution through mutual discussions

If any dispute or difference of any kind whatsoever 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 attempt to resolve through mutual discussions within fifteen (15) days.

23.2. Continuance of Performance

Notwithstanding the existence of any Dispute except for non-payment without justification, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

23.3. Negotiation Period

The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement ("**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

23.4. Mediation

If, after such negotiation in accordance with *Clause 23.3*, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the appropriate Courts at Mumbai to appoint a mediator. The mediator's fee or expenses shall be paid one-half by each Party.

23.5. Arbitration of Disputes

23.5.1. Disputes that remain unresolved after mediation will be resolved through binding arbitration. All such disputes that have not been satisfactorily resolved under *Clause 23.4* above shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Irrespective of



resolution proceedings, the Parties shall continue to perform their respective obligations under this Agreement, during the Term of the Agreement, except for non-payment without justification and/or unless the nature of the dispute is such that a Party is unable to perform its obligations without the resolution of the Dispute under the Arbitration/other proceedings.

- 23.5.2. The arbitral tribunal shall consist of a Sole Arbitrator to be appointed upon mutual consent of the Parties. If no agreement could be reached on the appointment of the Sole Arbitrator within a reasonable period (say one month of submitting the proposal), then the Parties shall resort to the remedy provided for in the Arbitration & Conciliation Act, 1996. The Arbitrators appointed to resolve the dispute shall have relevant expertise in the power sector.
- 23.5.3. The place of the arbitration shall be Mumbai and the language of the arbitration shall be English. Each Party shall bear its respective legal and arbitration costs.
- 23.5.4. The award of the arbitral tribunal shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitral tribunal shall state reasons for its findings and the award shall be substantiated in writing. The Parties agree to be bound by the decision thereby and to act accordingly.
- 23.5.5. The Parties agree that either Party may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from any court of competent jurisdiction.
- 23.5.6. The Parties expressly waive and forego any right to punitive, exemplary, or similar damages in connection with any Dispute and no such damages shall be awarded or provided for in any Dispute resolution proceeding under or in aid of this Article.

23.6. Survival of Arbitration Provisions

The provisions of this *Clause 23* shall survive any termination of this Agreement for any reason whatsoever and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. **NOTICES**

24.1. Delivery of Notices

All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either:

- 24.1.1. delivered by hand;
- 24.1.2. mailed by registered post, return receipt requested, postage prepaid;
- 24.1.3. delivered by a recognized overnight or personal delivery service;
- 24.1.4. transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or
- 24.1.5. transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Offtaker:

MGM Medical College, Sector-18
Kamothe, Navi Mumbai 410 209
Attention: Mr. Sudhir Kadam
Email: registrar@mgmuhs.com



If to Power Producer:

ReNew Solar Energy Private Limited,
10th Floor, DLF Square, M Block,
Jacaranda Marg, DLF City Ph- II,
Gurgaon, Haryana 122002
Attention: Mr. Prabhat Mishra
Email: prabhat@renewpower.in

24.2. Effectiveness of notices

- 24.2.1. Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.
- 24.2.2. Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.
- 24.2.3. If the above mentioned addresses of any of the Parties change during the term of this Agreement then the same shall be intimated to the other Party.

25. MISCELLANEOUS

25.1 Change In Law

(a) For the Purpose of this Clause 24.1, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:

- (i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such law, or
- (ii) A change in the interpretation of any law by any Governmental Authority having the legal power to interpret or apply such law, or any competent court; or
- (iii) The imposition of a requirement, for obtaining any Government approvals which were not required earlier; or
- (iv) A change in the terms and conditions prescribed for obtaining any Government approvals or the inclusion of any new terms or conditions for obtaining such Government approvals; or
- (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to the purchaser.
- (vi) However, change in the rate of any existing tax will not be considered a change in law. Any risk of change of tax rate whatsoever related to the work lies with the Power Producer.



(vii) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Clause 24.1, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change In Law, is to restore through monthly bill payment, to the extent contemplated in this Clause 24.1, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

c) The adjustment in payment on account of Change in Law subject to provisions mentioned above, shall be effective from:

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

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

d) Notwithstanding anything contained hereinbefore, in the event the Change in Law occurs as a result of increase/imposition of any tax/duty, including Anti-Dumping Duty (ADD) or safeguard duty, the Power Producer shall be entitled to increase the Tariff under this Agreement by 0.5% for every 1% increase in such taxes/duty with prior written intimation to the Offtaker.

25.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

25.3 Jurisdiction

Subject to the provisions of *Clause 23.5.3*, the courts of Mumbai shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

25.4 Severability

If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under *Clause 23.5* in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

25.5 Amendment and Waiver

- 25.5.1 This Agreement may only be amended by a writing signed and duly executed by an authorized representative of both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.
- 25.5.2 Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.
- 25.6 Assignment
Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party unless it is permitted as per the provisions of this Agreement. Such consent shall not be unreasonably withheld or delayed.
- 25.7 Agency
Unless specifically prohibited, the Parties shall be free to employ agents to perform their obligations under this Agreement, so long as the Parties remain primarily liable for the due performance of this Agreement.
- 25.8 No Joint Venture
This Agreement does not create a joint venture, partnership or other form of business association between the Parties.
- 25.9 Entire Agreement
This Agreement, together with any documents referred to in it, supersedes any and all oral and written agreements, drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof.
- 25.10 Counterparts
This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.
- 25.11 Erection, Commissioning and Operation: The Power Producer will bear all costs towards staying arrangement, conveyance or any other expenses of executive, consultant, labor or any other associates, vendors or sub-contractors of the Power Producers during the installation, commissioning and operation period.
- IN WITNESS WHEREOF, intending to be legally bound hereby, Power Producer and Offtaker have executed this Power Purchase Agreement as of the date first set forth above.

For and on behalf of the
Mahatma Gandhi Mission

Authorized Signatory
Name: Sudhir Kadam

Mahatma Gandhi Mission
Trustee

For and on behalf of the
ReNew Solar Energy Private Limited

Authorized Signatory
Name: Pankaj Verma

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) N/A 2013
Navi Mumbai- 410 209

Exhibits

Exhibit I. Description of the Premises and Site

Name of Site	MGM Campus
Locality	Kamothe, Navi Mumbai
State	Maharashtra

Exhibit II. Definitions

- 1) "Access Rights" means the rights provided in this Agreement for Power Producer and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.
- 2) "Act" means the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Applicable Law related to electricity.
- 3) "Affected Party" shall mean a Party whose performance has been affected by an event of Force Majeure.
- 4) "Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.
- 5) "Agreement" means this Power Purchase Agreement, including all its recitals and Schedules attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

33 Mahatma Gandhi Mission
Trustee

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) n/s 2 of UGC
Navi Mumbai- 410 209



- 6) "Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity. More specifically, it means all laws, brought into force and effect by the Government of India or the State Governments including Electricity Act, 2003, rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement, as amended from time to time
- 7) "Business Day" means a day other than Saturday, Sunday, or other day on which Scheduled Banks as defined under the Reserve Bank of India Act, 1934 are authorized or required by law to be closed.
- 8) "Buy Out Value" means the amount as specified in SCHEDULE B of this Agreement.
- 9) "Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any respect by any Applicable Law or by a judicial pronouncement or by subordinate legislations, or executive orders (including circulars and notifications) issued by jurisdictional authorities, which have an impact or implication upon the mutual or individual rights and obligations under and arising out of this Agreement.
- 10) "Commercial Operation Date/COD" means the date, which shall be specified by Power Producer to the Offtaker pursuant to completion of the Initial Period when the Plant is physically complete and is ready for operations.
- 11) "Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which
- (i) was in the possession of the receiving Party before receipt from the disclosing Party;
 - (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party;
 - (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or
 - (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.
- 12) "Dispute" means a controversy or claim arising out of or relating to this Agreement.
- 13) "Deemed Generation" As explained in SCHEDULE F
- 14) "Buy Out" means an amount determined in accordance with SCHEDULE B.
- 15) "Electric Service Power Producer" means any person, including the Local Electric Utility, authorized by the State of __Maharashtra to provide electric energy and related services to retail users of electricity in the area in which the Site is located.
- 16) "Environmental Attributes" means, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlement certificates,



(vii) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Clause 24.1, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Clause 24.1, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

c) The adjustment in payment on account of Change in Law subject to provisions mentioned above, shall be effective from:

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

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

d) Notwithstanding anything contained hereinbefore, in the event the Change in Law occurs as a result of increase/imposition of any tax/duty, including Anti-Dumping Duty (ADD) or safeguard duty, the Power Producer shall be entitled to increase the Tariff under this Agreement by 0.5% for every 1% increase in such taxes/duty with prior written intimation to the Offtaker.

25.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

25.3 Jurisdiction

Subject to the provisions of *Clause 23.5.3*, the courts of Mumbai shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

25.4 Severability

If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under *Clause 23.5* in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

25.5 Amendment and Waiver



25.5.1 This Agreement may only be amended by a writing signed and duly executed by an authorized representative of both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.

25.5.2 Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

25.6 Assignment

Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party unless it is permitted as per the provisions of this Agreement. Such consent shall not be unreasonably withheld or delayed.

25.7 Agency

Unless specifically prohibited, the Parties shall be free to employ agents to perform their obligations under this Agreement, so long as the Parties remain primarily liable for the due performance of this Agreement.

25.8 No Joint Venture

This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

25.9 Entire Agreement

This Agreement, together with any documents referred to in it, supersedes any and all oral and written agreements, drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof.


25.10 Counterparts

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

25.11 Erection, Commissioning and Operation: The Power Producer will bear all costs towards staying arrangement, conveyance or any other expenses of executive, consultant, labor or any other associates, vendors or sub-contractors of the Power Producers during the installation, commissioning and operation period.

IN WITNESS WHEREOF, intending to be legally bound hereby, Power Producer and Offtaker have executed this Power Purchase Agreement as of the date first set forth above.

For and on behalf of the
Mahatma Gandhi Mission


Authorized Signatory
Name: Sudhir Kadam

Mahatma Gandhi Mission
Trustee

For and on behalf of the
Renew Solar Energy Private Limited


Authorized Signatory
Name: Pankaj Verma

Mahatma Gandhi Mission

ReNew Solar Energy Pvt Ltd

Witness:

1. Dr. Rajesh B. Goel
2. Mr. Mukesh S. Deore

Witness:

1. Abhishek Nayak
2. Chinmay Singh



Mahatma Gandhi Mission
Trustee



Dr. Rajesh B. Goel
Registrar

- products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any central, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Incentives.
- 17) "Financing Party" means an entity funding the project and is appointed by the Power Producer in its sole discretion to be the Project Owner in its stead, and the term Financing Party shall be construed in accordance with the context in and for the purpose for which it is so used.
- 18) "Financing Agreement" shall mean any agreement/documents executed with the Financing Party.
- 19) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events:
- (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes;
 - (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; and
 - (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion;
- Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.
- 20) "Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, officers, commission, bureau, board, administrative agency or regulatory body of any government.
- 21) "Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.
- 22) "Indemnified Person" means the person who asserts a right to indemnification under *Clause 16*.
- 23) "Indemnifying Party" means the Party who has the indemnification obligation under *Clause 16* to the Indemnified Person.
- 24) "Initial Period" has the meaning provided in *Clause 3.2*.
- 25) "Land Registry" means the office where real estate records for the Site are customarily filed.
- 26) "Lender" means persons providing construction or permanent financing to Power Producer/Project Owner in connection with installation of the Plant.
- 27) "Liens" has the meaning provided in *Clause 9.2*.
- 28) "Local Electric Utility" means the local electric distribution owner and operator which under the laws of the State of Maharashtra is responsible for providing electric distribution and interconnection services to Offtaker at Site.



- 29) "Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).
- 30) "Offtaker" means Mahatma Gandhi Mission and its successors and permitted assigns.
- 31) "Operations Period" has the meaning provided in *Clause 3.3*.
- 32) "Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.
- 33) "Party" means either Offtaker or Power Producer, as the context shall indicate, and "Parties" means both Offtaker and Power Producer.
- 34) "Point of Delivery" has the meaning where solar power interconnection has been made to existing electrical infrastructure of Mahatma Gandhi Mission
- 35) "Premises" means approximately 10000sqm shadow free Rooftop area, free land and surrounding areas in the premises of Offtaker.
- 36) "Plant" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement, but does not include land and its access rights.
- 37) "Project Owner" means, if applicable, any Person to whom Power Producer transferred the ownership interest in the Project.
- 38) "Power Producer" means *ReNew Solar Energy Private Limited* and all successors and assigns.
- 39) "Regulatory Charges" means Cross Subsidy, Electricity duty and any other chargers as determined and demanded by "Local Electric Utility" or any other government Entity.
- 40) "Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Power Producer in its reasonable discretion.
- 41) "Site" means the real property described under *Exhibit I*.
- 42) "Tax Incentives" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Income Tax Act, 1961, or applicable central, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated and/or bonus depreciation for the time being in force.)
- 43) "Term" shall have the meaning provided in *Clause 3* hereof.
- 44) Transfer/Completion Date shall mean either the date on which the termination is effected as per *Clause 10.1* or if the above is not applicable the expiry of the Term of this Agreement
- 45) "Variable Tariff" means the sum of energy charges applicable, from time to time to users falling within the category applicable for HT consumers under state Discom and revised time to time.



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Registrar

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Schedules

SCHEDULE A.

ENERGY PURCHASE RATES

Year	Tariff-INR/kWh
1	3.9
2	3.9
3	3.9
4	3.9
5	3.9
6	3.9
7	3.9
8	3.9
9	3.9
10	3.9
11	3.9
12	3.9
13	3.9
14	3.9
15	3.9
16	3.9
17	3.9
18	3.9
19	3.9
20	3.9
21	3.9
22	3.9
23	3.9
24	3.9
25	3.9


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SCHEDULE B.

BUY OUTS

No purchase for a period of (5) years from the Commercial Operation Date of the Plant unless in the case of PPA Termination on account of default by Energy Buyer. Buyout Values at the end of different years are provided below.

Year	Buyback Value End of the Year (Rs./Wp)
No buyback	
Year 1	55
Year 2	53
Year 3	51
Year 4	48
Year 5	46
Year 6	44
Year 7	42
Year 8	40
Year 9	37
Year 10	35
Year 11	33
Year 12	31
Year 13	29
Year 14	26
Year 15	24
Year 16	22
Year 17	20
Year 18	18
Year 19	15
Year 20	13
Year 21	11
Year 22	9
Year 23	7
Year 24	4
Year 25	0

The Offtaker will also need to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer including but not limited to indirect and direct taxes and any and all other taxes that may be applicable upon the Offtaker.


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SCHEDULE D: Estimated Energy supplied including Deemed Generation at Delivery Point

Yr	Energy in Laes Kwh
1	5,91,300
2	5,87,161
3	5,83,051
4	5,78,969
5	5,74,917
6	5,70,892
7	5,66,896
8	5,62,928
9	5,58,987
10	5,55,074
11	5,51,189
12	5,47,330
13	5,43,499
14	5,39,695
15	5,35,917
16	5,32,165
17	5,28,440
18	5,24,741
19	5,21,068
20	5,17,420
21	5,13,799
22	5,10,202
23	5,06,631
24	5,03,084
25	4,99,563

- Global Horizontal Irradiation : 2100 kWh/m²
- Yearly Degradation : 0.7% yearly
- Settlement Period : One Year
- In case GHI value drops below 2100 kWh/m² following method will be used to calculate the Expected Energy Generation


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SCHEDULE F: Deemed Generation

“Deemed Generation” for the year of operation, will be calculated based on methodology as explained below. Deemed Generation settlement will be done on Monthly basis.

Methodology

Deemed Generation = Downtime X Expected Units Generation

Whereas :

Downtime= Duration of Downtime, as recorded by plant performance monitoring system, in minutes


Expected Units Generation =Value of energy production in kWh/Min.derived as in table 1

Energy Production Yearly = 5.91 lacs kWh for 1st Year of operation, for 2nd year and rest of the PPA tenure Energy Production values will be summation of Billed units including Deemed Generation Units in preceding year factoring the degradation for that year.


❖ Table-1: Methodology to Derive Expected Units Generation.

Description		Values	Unit
Energy Production –Yearly (EPY)	Yearly Generation	5,91,300	kWh/Year
Monthly Production (MP)	MP=EPY/12	49,275	kWh/Month
Daily Production (DP)	DP=MP/30	1,642	kWh/Day
Hourly Production ¹ (HP)	HP=DP/5.5	298	kWh/Hour
Expected Units Generation (EUP)	EUP=HP/60	5	kWh/Min

¹ based on 5.5 hours of sunshine.


Mahatma Gandhi Mission
Trustee




Dr. Rajesh B. Goel
Registrar

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AURANGABAD



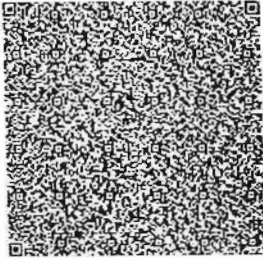
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e-Stamp

Certificate No.	: IN-DL49601931856194P
Certificate Issued Date	: 06-Nov-2017 02:28 PM
Account Reference	: IMPACC (IV)/ dl862203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL86220301376677381629P
Purchased by	: RENEW DISTRIBUTED SOLAR POWER PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RENEW DISTRIBUTED SOLAR POWER PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: RENEW DISTRIBUTED SOLAR POWER PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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POWER SALE AGREEMENT

Between

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC)
Navi Mumbai- 410 209

RENEW DISTRIBUTED SOLAR POWER PRIVATE LIMITED

And

MAHATMA GANDHI MISSION



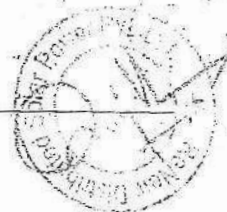
Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.challanstamp.com". Any discrepancy in the details on this Certificate should be reported to the Registrar, Government of National Capital Territory of Delhi.

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POWER SALE AGREEMENT

Between

RENEW DISTRIBUTED SOLAR POWER PRIVATE LIMITED.

And

MAHATMA GANDHI MISSION TRUST

This Solar Photovoltaic Program Power Purchase / Sale Agreement ("Agreement") is made, entered into and effective as of this date the 6th day of December 2017 (the "Effective Date") by and between

Renew Distributed Solar Power Private Limited, a private limited company incorporated under the Companies Act, 1956, having its registered office at 138, Ansal Chambers II, Bikaji Cama Place, Delhi-110 066 and its corporate office at DLF Square, 10th Floor, Jacaranda Marg, DLF Phase-2, Sector-25, Gurgaon- 122002, India (hereinafter referred to as the "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as party of the FIRST PART.

AND

Mahatma Gandhi Mission, a registered public trust under the Bombay public Trust Act, bearing registration no. F-676 having its registered office at 12, Bhagyanagar, Nanded (hereinafter referred to as the "Offtaker", which expression shall, unless repugnant to the context or meaning thereof, include all its successors and permitted assigns) as party of the SECOND PART.

The Power Producer and the Offtaker shall hereinafter be collectively referred to as the "Parties" and individually as "Party".

I. RECITALS

WHEREAS:

- A. The Power Producer is engaged in the business of electricity generation through renewable resources.
- B. The Offtaker is a registered public trust with available roof top with in its institute situated at Aurangabad, Maharashtra which the Offtaker agrees to make available to the Power Producer (or at the Power Producer's discretion, to its consultants, contractors and sub-contractors for the construction, operation and maintenance of a solar power generating plant having (a total) approximate capacity of 500 kW(+/-20%) on the rooftop (hereinafter referred to as the "Plant"), and to purchase from Power Producer the electric energy produced from the Plant. Provided that the Power Producer shall provide the Offtaker with a list of such consultants, contractors and sub-contractors. The Parties agree that the Power Producer or its assignees shall not have any lien on the Premises provided by the Offtaker in any shape or form whatsoever and the Offtaker and its assignees shall not have any lien on the Power Plant in any shape or form whatsoever.
- C. The Power Producer has represented to the Offtaker that the Plant shall be set up by the Power Producer. Further the Parties understand that the Power Producer may create a charge on the Plant excluding the Premises on which the Plant is erected, but in no event the creation of charge on the Plant shall have any effect on this Agreement and shall not affect the business of the Offtaker. The Power Producer covenants that, the Offtaker shall have no



concern what so ever and shall not bear any liability what so ever in respect of the said charge. The Power Producer agrees that, upon a written request from the Offtaker, it shall provide details of such charge to the Offtaker. The Power producer shall have no charge/claim on the Plant after the exercise of Plant buyout as per Schedule-C of this Agreement, by the Offtaker.

- D. The Parties by way of this Agreement wish to record the terms and conditions on the basis of which the Power Producer would set up the Plant and supply electricity to the Offtaker.

NOW, THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET OUT BELOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

21 DEFINITIONS AND INTERPRETATIONS

21.1 Definitions

In this Agreement, unless the context otherwise requires, Capitalized terms otherwise used shall have the respective meanings assigned to them in Exhibit II ("Definitions").

21.2 Interpretations

- 2.2.1 The table of contents and headings in this Contract are inserted for convenience only and shall not affect its interpretation or construction.
- 2.2.2 All references made in this Agreement to "Clauses", "Exhibits" and "Schedules" shall refer, respectively, to Clauses of and Exhibits and Schedules to this Agreement. The Exhibits and Schedules to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.2.3 Clause headings are for convenience only and shall not affect the interpretation of this Agreement. References to Clauses are specifically made, and where not specifically made, shall mean a reference to the entire Clause of the Agreement along with the numbered clauses or sub-clauses falling under the main clause, which have been appropriately identified by way of numbering and indentations such that an indented clause underneath a main clause shall be construed to be a part of that main clause, if not specifically referred to.
- 2.2.4 The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 2.2.5 The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities.
- 2.2.6 The word "including" and "include" shall be deemed to be followed by the words "without limitations".
- 2.2.7 In the event of any conflict between the text of this Agreement and the contents of any Schedule hereto, the text of this Agreement shall govern.
- 2.2.8 Alternate Power or Grid Power Charges: Per unit Energy Charges for procuring power from the local distribution utility.
- 2.2.9 Each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.
- 2.2.10 Any reference to any statute or statutory provision shall include

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- a) all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated);
 - b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- 2.2.11 Any grammatical form or variation of a defined term herein shall have the same meaning as that of such term;
- 2.2.12 The words/ expressions used in this Agreement but not defined herein, unless repugnant to the context, shall have the same meaning as assigned to them in the context in which these have been used in the Agreement provided that the respective meanings, if any, assigned to such undefined words/ expressions in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

3. TERM

3.1. Segregation into Periods

This Agreement shall consist of an Initial Period and an Operations Period. As used herein, the 'Term' shall mean all of the Initial Period and the Operations Period, unless the Power Producer or the Offtaker terminates the Agreement earlier in accordance with the terms of this Agreement.

3.2. Initial Period

The Initial Period will begin on the "Effective Date" as set forth above and will terminate on the earlier of the Commercial Operation Date or the date on which the Agreement is terminated pursuant to the provisions of *Clause 4.4* hereof. The Parties agree that the Power Producer shall ensure commissioning of the project within 6 months from effective date 06-December-2017 ("Scheduled Commissioning Date").

During the initial period, the Offtaker shall take all actions to make the site available to the Power Producer. In the event commissioning of the Plant is delayed for reasons attributable to an Offtaker Event of Default and a consequent delay in the achievement of the Commercial Operation Date, the stipulated time period for the achievement of the COD shall be extended on a day to day basis without any penalty to the Power Producer. In the event such an Offtaker Event of Default extends for a period exceeding 3 months, the Power Producer shall have the right to terminate this Agreement and the Offtaker shall be liable to pay to the Power Producers all costs expended on the Plant along with an interest of 8 % calculated from the date on which such amount was spent / deemed to be spent until the date of payment by the Offtaker or INR 2000/kW of the total capacity of the Project, whichever is higher.

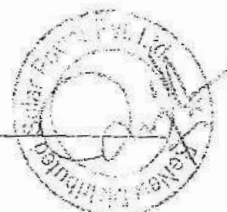
3.3. Operations Period

The Operations Period will commence on the Commercial Operation Date and will terminate on the completion of Twenty Five Years (25) Years from date of Commercial Operation Date).

3.4. Access Specifications

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Navi-Mumbai-410 209



3.4.1. The Offtaker hereby grants the Power Producer and its agents, (including its contractors, subcontractors, persons responsible for implementing the Plant, and the Financing Party) entry permission into the Premises, for the Term of this Agreement, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Plant, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement.

Provided that, the Power Producer shall intimate the Offtaker in writing about the names and/or particulars of the consultants, contractors, subcontractors, persons etc seeking access to the Premises.

3.4.2. Permission to work at the Site:

- a) Vehicular & Pedestrian Entry Permissions: The Offtaker shall provide permission to enter for site vehicles and workers for the purpose of designing, installing, operating, maintaining, repairing and removing the Plant. In exercising such access, the Power Producer shall reasonably attempt to minimize any disruption to activities occurring on the Site.
- b) Transmission Lines & Communication Cables: The Offtaker shall provide the Power Producer the right to locate transmission lines and communications cables across the Site. The Power Producer shall design the location of transmission lines and communications cables with prior approval of the Offtaker. The location of any such transmission lines and communications cables outside the areas designated on Exhibit I shall be subject to the Offtaker's approval and shall be at locations that minimize any disruption to Offtaker's activities occurring on the Site.
- c) Storage: Adequate storage space on the Site shall be made available on the Premises for materials and tools used during construction, installation, and maintenance of the Plant by the Offtaker. The Power Producer shall be responsible for providing shelter and security for stored items during construction and installation of the Plant.
- d) Utilities: Water, drainage and electrical connection in the Premises shall be provided by the Offtaker to enable the Power Producer to install, operate and maintain the Plant. Further, if the Offtaker wishes to access the plant generation data then Ethernet connections, Display and Data Storage devices in the Premises shall be arranged by the Offtaker at its own expense.
The Offtaker shall, at its own cost, provide to the Power Producer reasonable and adequate water for cleaning of the modules.

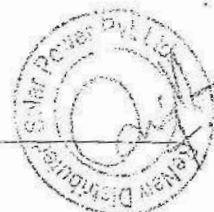
3.5.1 Immediately upon the commencement of the Initial Period, the Offtaker shall provide entry permissions to Power Producer to execute scope of work as defined in this agreement.

1.1.1 The Offtaker will insulate the Power Producer from risk arising from authorities appointed under all Applicable Laws in relation to usage of the Premises such as, but not limited to, the Municipal Authorities, authorities responsible for urban development and regulation, Fire Safety authorities, etc. requisite permissions and approvals relating to the existing building, factory inspectors, lenders, etc. for the purposes of setting up of the Plant.

1.1.2 The Power Producer shall provide the relevant support for follow up as and when required by the Offtaker for obtaining the necessary permits/approvals from the relevant authorities.

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Notwithstanding the generality of the above provision of this clause, the sole responsibility and obligation to get all permissions, licenses, and authorizations, including appropriate permits for usage of roof for setting up the Plant shall at all times vest with the Offtaker.

The Power producer shall be responsible for obtaining and maintaining all approvals relating to installation and operation of the Plant, all the statutory charges for above approvals will be paid by Power Producer and Offtaker will assist in completing documentation where necessary for obtaining quick approvals.

4. **PLANNING, INSTALLATION AND OPERATION OF PLANT**

4.1. **Site Assessment and Planning**

During the Initial Period, the Power Producer shall have the right, at its own expense, to assess the suitability of the Premises for the Plant and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Plant will be located; to apply for permits or other governmental authorizations necessary for the construction of the Plant; to arrange interconnections with the Local Electric Utility; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Plant.

4.2. **Commencement of Construction**

At any time during the Initial Period, upon at least ten (10) Business Days' notice to the Offtaker, the Power Producer shall have the right to commence installation of the Plant on the Premises. The Power Producer agrees to comply with all of the Offtaker's safety norms while undertaking its obligations under this Agreement.

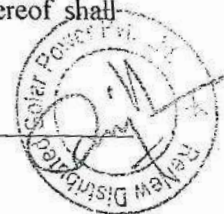
4.3. **Major Components of the Plant**

During the project execution due to reasons not attributable to Power Producer, if there is a requirement to change the Major Components for the benefit of the project same will be notified to Offtaker by the Power Producer. The approval of such modification of design must not be unreasonably withheld by the Offtaker.

4.4. **Termination of Development Activities**

Notwithstanding anything contained in this Agreement at any time during the Initial Period, the Power Producer shall have the right to cease development of the Plant on the Premises, for reasons only dealing with changes in basic law or government regulations coming into effect after the Effective Date, which would render the Project unviable. If the Power Producer gives the Offtaker notice of such determination, this Agreement shall stand terminated effective as of the delivery of such notice without any further liability of the Parties to each other, provided that

- 4.4.1. The Power Producer shall remove any equipment or materials which the Power Producer has placed on the Site;
- 4.4.2. The Power Producer shall try to restore any portions of the Site disturbed by the Power Producer to its pre-existing condition, i.e. prior to the commencement of construction;
- 4.4.3. The Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and
- 4.4.4. The confidentiality provisions under Clause 15, the indemnity obligations under Clause 16 hereof, and the dispute resolution provisions of Clause 23 hereof shall continue to apply notwithstanding the termination of this Agreement.



4.5. Contractors

The Power Producer shall use contractors / independent agents to perform the work of installing, operating, and maintaining the Plant at its own discretion. In such appointment of contractors / independent agents, the Power Producer ensures to follow safety, EHS and other norms as per the industry practice. Provided that the appointment of such contractors shall not relieve the Power Producer from its obligations under this Agreement.

4.6. Site Security

The Offtaker will assist with the security of the Plant from the commencement of construction till the time that this Agreement is in effect, to the extent of its existing security procedures, practices, and policies that apply to the Premises. The Offtaker will advise the Power Producer immediately upon observing any damage to the Plant. During the Operations Period, upon request by Power Producer, such as the Power Producer receiving data indicating irregularities or interruptions in the operation of the Plant, the Offtaker shall, as quickly as reasonably possible, send a person to observe the condition of the Plant and report back to the Power Producer on such observations.

4.7. Safety codes

The Power Producer should ensure that all workers working at the Plant will wear ISI approved safety gear as may be required such as safety shoes, safety helmets, and any other safety gear required to perform safe installation and shall take care of all required measures to ensure safety measures to all the workers.

- 4.8. The power supplied would be injected at 415V, 50Hz, into the LT panel. Suitable provisions will be setup by the Power Producer to maintain the quality of power as per the provisions of the Indian electricity codes. The Offtaker have to ensure the load and grid availability at operation time of the Plant.

5. ***SALE OF ELECTRIC ENERGY***

5.1. Sale of Electricity

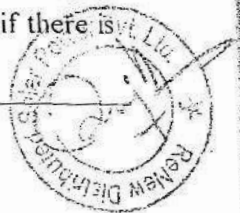
Throughout the Operations Period, subject to the terms and conditions of this Agreement, the Power Producer shall sell only to Offtaker and Offtaker shall buy from Power Producer all electric energy produced by the Plant limited to plant capacity i.e. 500 kW (+/-20%), whether or not the Offtaker is able to use all such electric energy. Title to and risk of loss with respect to the energy shall transfer from Power Producer to Offtaker at the Point of Delivery.

5.2. Expected Energy Supply

a. The Power Producer estimates the amount of electric energy to be produced by the limits on the Plant on annual basis subject to Global Horizontal Irradiation ("GHI") based on following broad assumptions

- Expected Energy Generation /annum= 6.57 lacs kWh for 1st Year, please refer to Schedule D for Expected Year on Year Energy Production
- Module Degradation Factor= 0.7%
- Global Horizontal Irradiation = 2100 kWh/m²Size of the Plant = 500 kW (+/- 20%)
- Grid Availability

b. The Power Producer shall ensure that the Expected Energy Generation (as outlined in Schedule D) including Deemed Generation is supplied on annual basis. However, if there is



any reduction in generation due to reasons attributable to Offtaker or due to actual GHI, the same should be reduced from the Expected Energy Generation. In case of supply lower than of the Expected Energy Generation, the Power Producer should compensate to the Offtaker for the difference in Variable Charge of grid power and PPA tariff for shortfall in solar energy for that year.

Explicit understanding of 5.1 and 5.2 clause has been indicated in Schedule D.

5.3. Joint Meter Reading

a. Monthly Meter Reading:

For every calendar month, the joint meter reading of the main meter and the check meters installed at the respective locations shall be conducted on 1st working day of every calendar month @ 11:00 AM, either by reviewing the recordings on the online billing software or in the presence of representatives of both the Parties, as may be mutually agreed between the Parties. If the first day of the month is a public holiday or Sunday, then in such cases the joint meter reading shall be conducted on the immediate next day. However, in such cases, the Parties shall inform each other in advance. The format for monthly joint meter reading is attached. The meter reading can also be taken through the remote monitoring provision provided remote monitoring facility is functional and is capable of reading the energy meter readings.

b. Meter Inspection & Sealing:

The energy meter shall be jointly inspected and sealed by the Power Producer and shall not be opened, calibrated or tested except in the presence of the representatives of both the Parties. In each case, seal details of old and new seals installed at the meter box is to be mentioned on the joint meter reading format or meter testing report. Energy Recording:

i. Difference in energy measurement between main meter and check meters:

At the time of taking monthly joint meter reading, if the electrical energy consumption reading of the main meter differs from the readings of the corresponding check meter by more than $\pm 2\%$, in such case the main meter shall be tested first as per ISI guidelines and if on such testing, the main meter error is found to exceed specific limits prescribed in the standards, then the main meter shall be re-calibrated or replaced by correct meter, within next 7 working days from the date of testing. If the main meter is found correct, the check meter shall be tested and re-calibrated or replaced by correct meter, within next 7 working days from the date of testing. The charges for the meter testing/calibration shall be borne by the Power Producer.

ii. Billing in case of faulty meter

In the event of variation exceeding the permissible limits, the billing should be done based on the correct meter (main or check) during the said period. The joint metering should be taken after such re-calibration/testing.

c. Annual Meter Testing:

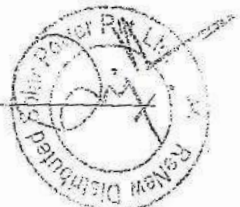
All meters shall be checked/tested for accuracy on a yearly basis in the presence of both the Parties and shall be tested as working satisfactory so long as the errors are within the limits prescribed for meters of the specific class. Energy consumption recorded in the main meter will form the basis of billing, so long as the yearly checks show that errors if any are within the permissible limits. If the check or main meter is found defective during the annual checking, the error will be rectified and it shall be immediately replaced at the cost of the Power Producer.

d. Calibration Procedure:

Signature

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) W-3, DITC,
Navi Mumbai- 410 209



All meters shall be calibrated on an annual basis by a government approved agency and the cost for the calibration shall be borne by the Power Producer. The Meter readings shall be taken after the completion of calibration procedure in the presence of authorised representatives of both the Parties. Metering system, calibration procedure and the procedure of taking meter readings could be modified from time to time as may be decided by both the Parties with mutual understanding.

- (a) The Main Metering System at the Delivery Point shall in terms of its technical standards, description, accuracy, calibration, comply fully with the requirements of the relevant standards under the Applicable Law and shall be regularly tested as per the government regulation. This will consist of main meter and a check meter.
- (b) The Main Metering System shall be installed, maintained and owned by the Power Producer. It shall be installed at a place accessible to the meter readers of both the Parties. The Offtaker shall have full access to the Main Metering System, and to any data generated thereby.
- (c) The Offtaker may install an additional meter, at its own cost, to verify the measurements of the Main Metering System.
- (d) The Power Producer shall install the meter(s) to meet the technical and regulatory requirements stipulated by the relevant authorities.

The risk and title to the electricity supplied by the Power Producer shall pass to the Offtaker at the Delivery Point

6. DAMAGE

6.1. Damage by Offtaker

In the event that the Plant is damaged by any act, negligence or omission by the Offtaker, or any of its employees, agents, contractors or affiliates, the Offtaker:

- 6.1.1. Shall be responsible for any cost of repairing or replacing any component of the Plant and rectifying the damage. Provided that any amount received by the Power Producer against such damage shall be reimbursed, on actuals, to the Offtaker upon receipt from the insurance company.
- 6.1.2. Shall continue to be billed as per Deemed Generation until the Plant is restored to full capacity, and the Offtaker shall be responsible for the payment of these bills. Provided that the Power Producer shall make best efforts to make the necessary repairs at the earliest in accordance with good industry practices.

6.2. Damage by Power Producer

In the event that the Plant is damaged by any act, negligence or omission by the Power Producer, or any of its employees, contractors or affiliates, the Power Producer:

- 6.2.1. Shall be responsible for the cost of repairing the Plant or replacing the component of the Plant
- 6.2.2. Shall not bill the Offtaker for any Deemed Generation. If such Deemed Generation is billed to the Offtaker, the Offtaker shall not be obliged to pay the amount to the Power Producer.

9/11/11

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) W-3, TTC,
Navi Mumbai- 410 209



6.2.3. Shall make best efforts to make the necessary repairs at the earliest in accordance with good industry practices.

7. RATES, BILLING AND PAYMENT SCHEDULE

7.1. Rates

The Offtaker shall pay to the Power Producer all charges for electricity supplied and Deemed Generation, if any, at the rates set forth in *SCHEDULE A* attached hereto, which shall be exclusive of all Regulatory Charges that may become applicable during the subsistence of this Agreement.

7.2. Billing

The Offtaker shall pay for the electricity supplied at delivery point, by the Plant monthly. Promptly after the end of each calendar month, Power Producer shall provide the Offtaker with an invoice setting forth the quantity of electricity supplied at delivery point by the Plant in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates. The monthly joint reading format (signed by authorized representatives of the Power Producer and the Offtaker) will be attached along with the bill otherwise the invoice of the month shall not be accepted by the Offtaker. However, if the remote monitoring system is implemented which has the ability of capturing the real time energy meter readings, the same may be used for billing and physical signing of energy meter records shall not be required.

7.3. Invoice Delivery

Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile/email (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)

7.4. Payment

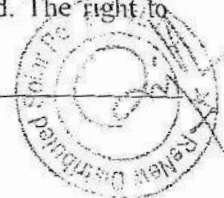
The Offtaker shall pay each invoice within fifteen (15) days of receipt of the invoice ("Due Date"). Payments shall be made by electronic funds transfer to an account designated by the Power Producer in the invoice or in a written notice delivered to the Offtaker. Any payment after due date would attract an interest @ 2%/ month.

7.5. Disputed Invoices

7.5.1. If Offtaker objects to all or a portion of an invoice, the Offtaker shall, on or before the date payment of the invoice is due:

- (i) Pay 100 % of the undisputed portion of the invoice, and
- (ii) Provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections.

7.5.2. If the Offtaker does not object prior to the Due Date, Offtaker shall be obligated to pay the full amount of such invoices but Offtaker may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; Provided, however, that Offtaker may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to



dispute or object to an invoice, shall, subject to the time limitation provided in this Clause 7.5.2, survive the expiration or termination of this Agreement.

7.5.3. Any adjustments shall be made in the invoice of the subsequent months.

7.5.4. Disputes shall only be entertained on issues pertaining to meter readings and other factual aspects and not on the Tariff for Electricity if the correct Tariff is applied for billing.

7.6. Bank Guarantee

On the date of signing this Agreement, the Offtaker shall be obliged to submit to the Power Producer a sum of Rs 12,31,875 as guarantee of payment, in the form of a Bank Guarantee, which shall be equivalent to 6 months payment made towards electricity produced at the applicable rates. The Bank Guarantee shall be for a period of One year and renewed annually till the term of this Agreement. The Power Producer shall be entitled to invoke such Bank Guarantee for its full face value or part thereof, in case of an Offtaker Event of a Default or any non-fulfillment of its obligations by the Offtaker under this agreement. Upon such Bank Guarantee being fully or partly invoked by the Power Producer during the term of this Agreement, the Offtaker shall be liable to replenish such Bank Guarantee to its original value within a period of 30 days. Such encashment of the Bank Guarantee by the Power Producer, shall not impact in any way the recovery of any other monthly arrears that may be due on the part of the Offtaker or any payment at the time of termination of this Agreement including payment of Buy Out value due as contemplated in this Agreement. At the end of this Agreement or on termination of this agreement, whichever is earlier if no Offtaker Event of Default exists, the Power Producer will return to the Offtaker such Bank Guarantee within a period thirty (30) days.

8. SUPPLEMENTAL POWER

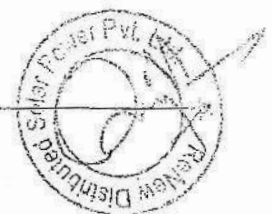
8.1. Interconnection

The Power Producer shall be responsible for arranging the interconnection of the Plant with the Offtaker's Local Electric Utility at HT connection level including net metering approvals and fulfilling any other requirements of the distribution licensees. Obtaining net metering approvals shall be the responsibility of the Offtaker and all the costs related to the net metering applications will have to be borne by the Offtaker.

8.2. Entitlement to Tax Incentives

The Power Producer (and/or its assignee as may be identified and appointed at its sole discretion) shall be entitled to any Tax Incentives that may arise as a result of the operation of the Plant and shall be entitled to transfer the ownership over the Plant or construct the Plant for such Financing Party who is able to utilize such Tax Incentives. The Offtaker shall provide reasonable assistance to Power Producer in preparing all documents necessary for Power Producer to receive such Tax Incentives, Any tax incentives arising as a result of solar power generation shall be the right of the Power Producer or the Financing Party and any tax incentives arising due to consumption of solar power shall be the right of the Offtaker

8.3. Environmental Attributes



The energy produced at the project may use to offset the RPO obligations of the Offtaker as per applicable regulation. If, at any time during the term, the Project is or becomes entitled to receive Carbon Credits or any other similar benefits, the Power Producer shall have such benefits. However, the Offtaker may claim carbon credits under any law applicable to the Offtaker with prior consent of the Power Producer, provided that it shall not affect the entitlement of the Power Producer to avail carbon credits. In such situation any necessary cost associated with claiming the benefits of these environmental attributes shall be borne by the Offtaker.

8.4. No Resale of Electricity

The electricity purchased by Offtaker from Power Producer under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Power Producer, which approval shall not be unreasonably withheld, and Offtaker shall not take any action which would cause Offtaker or Power Producer to become a utility or public service company.

9. **OWNERSHIP OF PLANT, LIENS, MORTGAGES**

9.1. System Ownership

9.1.1. Except as provided in *Clause 10*, the Power Producer or its assignee shall be the legal and beneficial owner of the Plant at all times prior to transfer of the same to the Offtaker. The Plant is a movable property of the Power Producer or the Financing Party or their assignee as the case may be, and shall not attach to or be deemed a part of, or fixture to, the Site. The Power Producer shall not be restricted from representing that it has developed the Plant for the Offtaker and shall have the right to display notices and hoardings stating that the Plant has been installed by the Power Producer and that it is the sole and rightful owner of the Plant.

9.1.2. The Offtaker covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Plant and the legal status or classification of the Plant as movable and personal property of the Power Producer or its assignee as the case may be. Offtaker shall make any necessary filings to disclaim the Plant as a fixture of its respective Premises and Site with the appropriate authorities to place all interested parties on notice of the ownership of the Plant by Power Producer or its assignee as the case may be.

9.2. Liens

9.2.1. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Plant, and in the Permission to Enter granted hereunder.

9.2.2. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit or other security acceptable to the other Party to indemnify the other Party against any Loss.



which could reasonably be expected to arise if such Lien is not removed or discharged.

9.3. Non Disturbance Agreements

The Offtaker shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any charge against the Premises which could reasonably be construed as prospectively attaching to the Plant, the Offtaker shall promptly provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to the Power Producer, stating that the ownership of the property in goods over the Plant remains in the Power Producer and further acknowledging that the Plant is personal property of Power Producer and agreeing not to disturb the rights of Power Producer in the Plant and under this Agreement. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Offtaker's expense, with the appropriate authority. Offtaker may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Plant, the access permissions granted hereunder, and the priority of Power Producer's rights in the Plant and the access permissions.

10. PURCHASE OPTIONS, REMOVAL AT END OF TERM

10.1. End of Term Purchase Option

The Offtaker shall have the right to purchase the Plant from the Power Producer at the expiration of the Operations Period at the Buy Out Value of the Plant. The Offtaker hereby agrees that it shall be solely liable to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer. The Parties agree that such right under this clause shall be exercised by the Offtaker at least 2 months prior to the termination of this Agreement. After expiration of operation period the ownership of the plant is transferred to offtaker without any encumbrance, lien, charge etc.

10.2. Transfer of Ownership

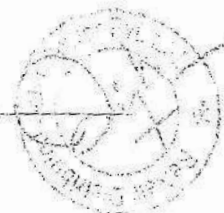
Upon Offtaker's notice that it elects to exercise the option set forth in Clause 10.1, the Offtaker and the Power Producer shall enter into an agreement in mutually agreed terms to transfer the Plant and the rights and obligations attached thereto.

10.3. Operation & Maintenance After Sale

Upon Offtaker's notice that it elects to exercise the option set forth in Clause 10.1, the Offtaker and the Power Producer shall discuss entering into an operation and maintenance agreement under which Power Producer shall perform all or a portion of the operation and maintenance requirements of the Plant following Offtaker's purchase of the Plant. However, neither Party shall be under an obligation to enter into such an agreement.

10.4. No Survival of Purchase Option

The options for Offtaker to purchase the Plant under Clause 10.1 shall not survive the termination of this Agreement.



11. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE

11.1. Offtaker Requested Shutdown

- 11.1.1. The Offtaker from time to time may request the Power Producer to temporarily stop operation of the Plant for a period no longer than cumulative thirty (30) days/annum, such request to be reasonably related to Offtaker's activities in maintaining and improving the Site or to any other urgent activity in the manufacturing setup of the Offtaker.
- 11.1.2. During any such shutdown period (but not including periods of Force Majeure), Offtaker will pay Power Producer an amount equal to the payments that Offtaker would have made to Power Producer hereunder for electric energy that would have been produced by the Plant during the period of the shutdown;
- 11.1.3. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based on Deemed Generation computed as per Schedule F of this Agreement. The Offtaker agrees to pay all such amounts.

11.2. Power Producer Shutdown

The Power producer may shut down the Plant in the following circumstances:

(i) If the Power Producer needs to perform maintenance activities on the Plant: In the event any maintenance on the Plant is required, a maximum of 3 days shall be allotted to the Power Producer subject to prior intimation to the Offtaker. The Power Producer agrees to notify the Offtaker 24 Hours in advance;

AND

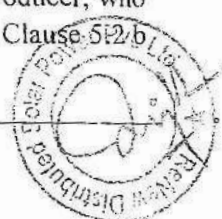
(ii) If the Power Producer needs to perform emergency repairs on the Plant: In the event of any emergency repairs required on the Plant, the Plant shall start functioning as soon as it is practicable within 72 hours. However, there will be no reduction in the committed Expected Energy Generation from the Power Producer due to these abovementioned shutdowns.

Provided that if the Power Producer fails to start functioning of the plant as agreed under this clause then the Power Producer should compensate to the Offtaker for the difference in Variable Charge of grid power and PPA tariff for shortfall in solar energy during said period.

11.3. Plant Relocation

11.3.1. If the Plant needs to be temporarily moved or its generation suspended during site repairs or for any other reason, either at the request of the Offtaker or due to acts of negligence or omission of the Offtaker or its employees, agents or contractors, the Offtaker will be responsible for any costs arising from moving the Plant. In the event the plant relocation is requested by the Power Producer for reasons solely attributable to the Power Producer, all costs arising from such moving the Plant shall be solely to the account of the Power Producer. Suspension of Generation

- a) Any interruption in generation of Electricity during such relocation as described hereinabove in *Clause 11.3.1*, and reasons attributable to the Offtaker will continue to be billed as per Deemed Generation, during the period of interruption.
- b) Where the Electricity generation is suspended or the Plant is to be temporarily moved on account of any act of negligence or omission of the Power Producer or its employees, agents or contractors, the cost for relocation / disassembling shall be to the account of the Power Producer, who will further compensate the Offtaker for the above loss based on *Clause 5.12.6* of this Agreement.



11.3.2. In addition, during the Relocation Event, except in the circumstances envisaged under Clause 11.3.1(b) above:

- a) The Offtaker shall pay the Power Producer an amount equal to the payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following the Relocation Event;
- b) Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the Deemed Generation and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, unless Power Producer and Offtaker mutually agree to an alternative methodology.

11.3.3. Premises Shutdown and Interconnection Deactivated

- a) In the event Premises are closed as a result of an event that is not:
 - (i) a Force Majeure Event or
 - (ii) caused by or related to any unexcused action or inaction of Power Producer,

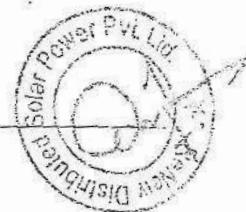
The Offtaker shall nevertheless continue to pay the Power Producer for all electricity produced by the Plant on the Premises and delivered to the Point of Delivery. Provided that if such premises shutdown is for reasons attributable to the Offtaker, the Offtaker shall pay to the Power Producer an amount equal to the sum of payments that the Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation (Schedule F).

- b) If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not:
 - (i) a Force Majeure Event or
 - (ii) caused by or related to any unexcused action or inaction of Power Producer such that the Plant is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility,

The Offtaker will pay the Power Producer an amount equal to the sum of payments that Offtaker would have made to the Power Producer hereunder for electric energy that would have been produced by the Plant following such closure as per Deemed Generation (Schedule F). Provided that, the Offtaker shall not be required to make any payment towards Deemed Generation under this clause for the first twenty (20) hours of deactivation of interconnection with Local Electric Utility every year.

Plant will work in parallel with Offtaker's Diesel Generator ("DG") in following conditions,

1. DG has reverse power protection
2. $\text{Load} \geq (x+y)$
 $x = 30\%$ of operational Diesel generator capacity
 $y = \text{operational Solar capacity}$



- c) Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Plant in the same period in the previous Operations Year, unless the Power Producer and the Offtaker mutually agree to an alternative methodology.
- d) If a shutdown pursuant to this Clause 11.3.3 continues for 365 days or longer, the Power Producer will be entitled to ask for extension of the Bank Guarantee for another year or require buyout of the Plant by the Offtaker.

11.4. Sale of Site

11.4.1. The Parties hereby confirm that they are entering into the Agreement in good faith and have no current plans or discussion of plans of ceasing business operations.

11.4.2. In the event the Offtaker transfers (by sale, lease, or otherwise) all or a portion of its interest in the Site, the Offtaker shall remain primarily liable to Power Producer for the performance of the obligations of Offtaker hereunder notwithstanding such transfer.

11.4.3. The Offtaker agrees to inform the Power Producer about the intended sale and the Power Producer may in its sole discretion either:

- (i) accept the transferee as the Offtaker under this PPA, in which case the Offtaker shall be liable to ensure novation of this Agreement in the names of the Power Producer and the transferee. Upon such novation the transferee shall assume all rights and obligations of the Offtaker under this Agreement; or

11.4.4. (ii) refuse to undertake any business with the transferee, in which case the Offtaker shall be liable to buy out the Plant prior to affecting the intended sale at the Buy Out value as stipulated in this Agreement.

11.4.5. In the event that the Offtaker or the transferee wishes to terminate this Agreement, then they shall pay to the Power Producer applicable Buy Out value.

11.4.6. Obligations of the Power Producer

Subject to the terms and conditions of this Agreement, the Power Producer undertakes and agrees to be responsible for:-

- (a) Owning, installing, operating and maintaining the Main Metering system and the Plant during the Term of the Agreement at its own cost and risk.
- (b) Fulfilling all other obligations undertaken by it under this Agreement and complying with the requirements of Electricity laws.
- (c) Obtaining all regulatory and statutory approvals required to install and operate the Main metering system, Solar Power Plant and all related equipment's and keep such regulatory and statutory approvals active during the Term or any extended Term of the Agreement.
- (d) Supplying Electricity to the Offtaker in accordance with terms of this Agreement.
- (e) Applying and securing either directly or through its vendor, any benefits including indirect tax waiver or refined as may be available to it under any central or State Government law or scheme as its own cost and provide all assistance in completing



Any documentation & Applying to any competent authorities (if required) in order to give effect of such benefit in favour of Offtaker.

- (f) To take adequate insurance of the Main Metering system, solar Power Plant and any other related equipment to cover any risks on account of fire, lighting earthquake or any other risks.

12. TAXES

12.1. Property Taxes

The Offtaker shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Power Producer shall be responsible for ad valorem personal property or real property taxes levied against the Plant. If Offtaker is assessed any taxes related to the existence of the Plant on the Premises, Offtaker shall immediately notify Power Producer. Offtaker and Power Producer shall cooperate in contesting any such assessment; provided, however, that Offtaker shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Power Producer. If after resolution of the matter, such tax is imposed upon Offtaker related to the improvement of real property by the existence of the Plant on the Site, Power Producer shall reimburse Offtaker for such tax.

12.2. Tax Contests

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

12.3. Payment of Delinquent Taxes

In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, compounded monthly.

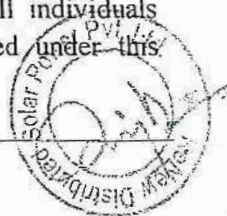
12.4. Reimbursement Deadline

Any reimbursement of taxes owing pursuant to this Section 12 shall be paid within twenty (20) Business Days of receiving an invoice therefor from the Party who paid the taxes.

13. INSURANCE

13.1. Coverage

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



14. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS

14.1. Cooperation

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14.2. Unrestricted Solar Access

Offtaker, or any lessee, grantee or licensee of Offtaker, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Plant.

15. CONFIDENTIALITY

15.1. Limits on Disclosure of Confidential Information

Subject to the exceptions set forth below in *Clause 15.2* each Party agrees that:

- 15.1.1. Without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and
- 15.1.2. It shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement.

15.2. Permissible Disclosures

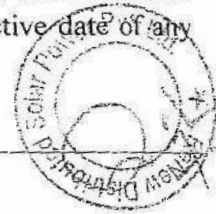
- 15.2.1. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued summonses or required filing.
- 15.2.2. The Power Producer may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Power Producer in connection with the Plant. In addition, if a receiving Party is required by Applicable Law to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

15.3. Enforcement of Confidentiality Provisions

Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this *Clause 15* and agrees that the provisions of this *Clause 15* may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this *Clause 15*. The provisions of this *Clause 15* shall survive until one year after the effective date of any termination of this Agreement.


Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed to be University) ULLCO
Navi Mumbai- 410 209



16. INDEMNIFICATION

16.1. Power Producer Indemnification

- 16.1.1. The Power Producer shall indemnify, defend and hold Offtaker and its directors, officers, employees, agents, volunteers, and invitees ("Offtaker's Indemnified Parties"), harmless from and against all losses incurred by the Offtaker Indemnified Parties to the extent arising from or out of the following:
- a) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Power Producer's (or its contractor's) negligence or willful misconduct;
 - b) Power Producer's violation of Applicable Law;
 - c) any failure to properly interconnect or comply with the procedures of the Local Electric Utility; or
 - d) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by the Power Producer or by any of Power Producer's employees, agents, volunteers, and invitees.
- 16.1.2. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Plant shall not extend to incidents occurring on the Offtaker's side of the Point of Delivery except to the extent caused by incidents on Power Producer's side of the Point of Delivery.
- 16.1.3. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. The Power Producer shall not be obligated to indemnify the Offtaker or any Offtaker Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Offtaker or any Offtaker Indemnified Party.

16.2. Offtaker Indemnification

- 16.2.1 The Offtaker shall indemnify, defend and hold Power Producer, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, ("Power Producer's Indemnified Parties"), harmless from and against all losses incurred by the Power Producer's Indemnified Parties to the extent arising from or out of any of the following:
- a) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of the Offtaker's Indemnified Parties;
 - b) Offtaker's violation of Applicable Law; or
 - c) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Power Producer's Indemnified Parties).
- 16.2.2 The Offtaker shall not be obligated to indemnify the Power Producer or any Power Producer Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Power Producer or any Power Producer Indemnified Party.

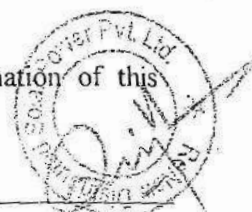
16.3. Survival of Indemnification

The obligations of indemnification as specified above shall survive termination of this Agreement.

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Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) 2nd Floor
Navi Mumbai - 410 209



17. REPRESENTATIONS AND WARRANTIES

17.1. Mutual Representations

17.1.1. Each Party hereby represents and warrants to the other, as of date hereof, that:

- a) Organization. It is duly organized, incorporated, and in good standing with limited liability and validly existing under the laws of India, of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- b) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under
 - (i) its organizational documents;
 - (ii) any agreement or other obligation by which it is bound;
 - (iii) any law or regulation.
- c) Enforceability.
 - (i) all actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken;
 - (ii) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and
 - (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.
- d) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.
- e) That they perform their obligations hereunder in accordance with all applicable anti-corruption laws and regulations.

17.2. Offtaker Representations

In addition to the representations and warranties in *Clause 17.1 above*, the Offtaker hereby represents and warrants to Power Producer, as of date hereof, that:

17.2.1. Electric Usage. Offtaker has provided to Power Producer complete and correct records of its electric usage at the Site for the preceding two years.

17.2.2. Condition of Premises. Offtaker has provided to Power Producer Offtaker's complete and correct records of the physical condition of the Premises and the Power Producer has conducted a site visit. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Plant is to be installed, are materially different from the information presented by Offtaker, then if practicable the rates payable by Offtaker hereunder shall be adjusted to compensate Power Producer for the cost of design and construction changes and delays incurred to adapt the Plant to the unknown conditions. The Offtaker further agrees not to undertake any sort construction activity on the Premises during the subsistence of this Agreement.

Any such construction activity on the part of the Offtaker, would require a prior written approval from the Power Producer. The Power Producer shall have a right to terminate this Agreement in case of any construction activity undertaken by the Offtaker on the Premises prior to seeking a written approval and the Offtaker shall also be liable to pay the Buy Out as per the terms of this Agreement.

17.2.3. Financial Information. The financial statements that the Offtaker has provided to the Power Producer present fairly in all material respects the financial condition and results of operations of the Offtaker.

18. FORCE MAJEURE

18.1. Excuse of Force Majeure Event

Except as provided under *Clause 18.2* or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly

18.1.1. notify the other Party in writing of the existence and details of the Force Majeure Event, within seven (7) days of its knowledge of commencement of such event. In case of total disruption of communication, the same must be communicated as soon as practicable after the occurrence of Force Majeure;

18.1.2. exercise all reasonable efforts to minimize delay caused by such Force Majeure Event and mitigate the effect of such event as soon as possible;

18.1.3. notify the other Party in writing of the cessation of such Force Majeure Event; and

18.1.4. resume performance of its obligations hereunder as soon as practicable from the date of cessation of the Force Majeure event or its consequences.

18.2. No Excuse for Payment for Prior Services

Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

18.3. Termination for Force Majeure Event

18.3.1. Notwithstanding anything to the contrary in this *Clause 18*, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then the Party not claiming Force Majeure shall have the right to terminate this Agreement upon thirty (30) days' notice to the other Party.

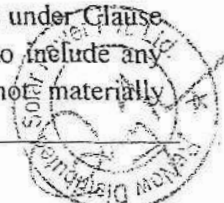
18.3.2. In the event of such a termination of this Agreement with respect to the Plant, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Plant or the Premises, and the Indemnity, Confidentiality and Dispute Resolution provisions of this Agreement shall survive the termination of this Agreement.

19. POWER PRODUCER DEFAULT AND OFFTAKER REMEDIES

19.1. Power Producer Default and Offtaker Remedies

The Power Producer shall be in default of this Agreement if any of the following ("Power Producer Events of Default") shall occur:

19.1.1. Misrepresentation: Any representation or warranty by Power Producer under *Clause 16* hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially



misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Offtaker identifying the defect.

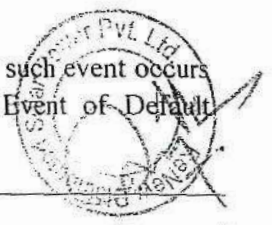
- 19.1.2. Abandonment during Construction and Installation: After commencement of construction of the Plant, the Power Producer abandons construction or installation of the Plant for thirty (30) days and fails to resume construction or installation within thirty (30) days after receipt of notice from the Offtaker stating that, in Offtaker's reasonable determination, the Power Producer has abandoned construction and installation of the Plant;
- 19.1.3. Failure to Operate: After the Commercial Operation Date, the Power Producer fails to operate the Plant for a period of 90 days which failure is not due to equipment failure, or damage to the Plant, act of governmental authority, or exercise of Power Producer's rights under this Agreement, any Offtaker Event of Default or otherwise excused by the provisions of *Clause 18.1* (relating to Force Majeure Events); and the Power Producer fails to resume operation within thirty (30) days after receipt of notice from Offtaker stating that, in Offtaker's reasonable determination, Power Producer has ceased operation of the Plant, provided, however, that the cure period shall be extended by the number of calendar days during which Power Producer is prevented from taking curative action if Power Producer had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.
- 19.1.4. Obligation Failure: The Power Producer fails to perform any obligation hereunder, provided that such failure is material and it is not excused by the provisions of *Clause 18.1* (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Offtaker identifying the failure
- 19.1.5. Insolvency: The Power Producer (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against the Power Producer in an involuntary case under bankruptcy law or seeking to dissolve the Power Producer under other Applicable Law; or (G) takes any action authorizing its dissolution.

19.2. Offtaker Remedies

Upon an Event of Default by the Power Producer, provided that the Offtaker complies with its obligations under *Clause 21* and the Power producer or its assignee (Financing Party) does not cure such Event of Default by Power Producer, the Offtaker may terminate this Agreement without buyout or any other additional payments.

20. **OFFTAKER DEFAULT AND POWER PRODUCER REMEDIES**

- 20.1. The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event, shall constitute an Offtaker's Event of Default ("Offtaker Event of Default")



- 20.1.1. Bankruptcy, liquidation or dissolution of the Offtaker pursuant to Applicable Law, except for the purpose of a merger, consolidation or re-organization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations
- 20.1.2. Default in payment of undisputed invoices for a continuous period of three (3) months.
- 20.1.3. Failure to perform its obligations under this Agreement
- 20.1.4. Abandonment of this Agreement by way of failure to pay under the terms of this Agreement: In case the Offtaker fails to make payments under this Agreement for a continuous period of 12 months, then the Power Producer shall be at liberty to consider this Agreement as having been terminated on account of Offtaker's Event of Default. In the event of termination on account of non-payment by the Offtaker as aforesaid, the Offtaker shall be liable to pay, immediately and without demur, the Buy Out value as stated in Schedule B to the Power Producer. The payment of Buy Out Value due shall be without prejudice to the rights of the Power Producer to encash the Bank Guarantee (refer clause 7.6) towards outstanding dues and payments under this Agreement.

20.2. Default Damages

Upon an Event of Default by the Offtaker, the Offtaker shall pay to the Power Producer the amount equivalent to the sum of Buy Out value.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS

21.1. Financing Arrangements

The Power Producer may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Plant. Offtaker acknowledges that Power Producer will obtain construction financing for the Plant from third party and that the Power Producer may either obtain term financing secured by the Plant or sell or assign the Plant to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under such transactions. The Offtaker acknowledges that in connection with such transactions Power Producer may secure the Power Producer's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Plant as well as the right to supply electricity to the Offtaker under the terms of an agreement containing provisions similar to this Agreement in relation to "RATES, BILLING AND PAYMENT SCHEDULE". The Power Producer agrees to serve prior notice to the Offtaker before any material change in financing arrangements and such changes will not bring any financial obligations to the Offtaker. In order to facilitate such necessary sale, conveyance, or financing, assignment with respect to any Financing Party, as applicable, Offtaker agrees as follows

21.1.1. Consent to Assignment

The Offtaker hereby consents to both of the sale of the Plant to a Financing Party and the collateral assignment to the Financing Party of the Power Producer's right, title and interest in and to this Agreement either in full or in part.

21.1.2. Rights of Financing Party

Notwithstanding any contrary term of this Agreement, the Financing Party shall have following rights during the term of this Contract:

- (a) Step-In Rights



The Financing Party, as owner of the Plant, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and instead of Power Producer, any and all rights and remedies of Power Producer under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Plant; For the avoidance of doubt, it is agreed that the Power Producer and the Financing Party shall endeavor to appoint a new operation and maintenance agent with proven credentials and atleast 20 MW under management. If such agent is identified, the Offtaker shall not unreasonably withhold such approval.

(b) Opportunity to Cure Default

The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Power Producer thereunder or cause to be cured any default of the Power Producer thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of the Power Producer under this Agreement or (unless the Financing Party has succeeded to Power Producer's interests under this Agreement) to perform any act, duty or obligation of Power Producer under this Agreement, but the Offtaker hereby gives it the option to do so;

(c) Exercise of Remedies

Upon the exercise of remedies, including any sale of the Plant by the Financing Party, whether by judicial proceeding or under any power of sale contained herein, or any conveyance from Power Producer to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Offtaker of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Cure of Bankruptcy Rejection

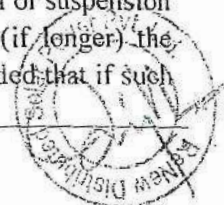
Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Power Producer under the Bankruptcy laws of India including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 at the request of Financing Party made within ninety (90) days of such termination or rejection, Offtaker shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

i) Right to Cure

A. Cure Period

The Offtaker will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such


Dr. Rajesh B. Goel
Registrar



Power Producer default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

B. Continuation of Agreement

If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Power Producer's assets and shall, within the time periods described in *Clause 21.1.2(d)(i)* above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

22. LIMITATIONS OF DAMAGES

Except as explicitly provided in this Agreement, neither party nor any of its indemnified persons shall be liable to the other party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, arising out of or in connection with this Agreement.

23. DISPUTE RESOLUTION

23.1. Resolution through mutual discussions

If any dispute or difference of any kind whatsoever 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 attempt to resolve through mutual discussions within fifteen (15) days.

23.2. Continuance of Performance

Notwithstanding the existence of any Dispute except for non-payment without justification, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

23.3. Negotiation Period

The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

23.4. Mediation

If, after such negotiation in accordance with *Clause 23.3*, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with a mediator whom they choose together. If the Parties are unable to agree on a

mediator, then either Party is hereby empowered to request the appropriate Courts at Mumbai to appoint a mediator. The mediator's fee or expenses shall be paid one-half by each Party.

23.5. Arbitration of Disputes

- 23.5.1. Disputes that remain unresolved after mediation will be resolved through binding arbitration. All such disputes that have not been satisfactorily resolved under *Clause 23.4* above shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Irrespective of the Arbitration/dispute resolution proceedings, the Parties shall continue to perform their respective obligations under this Agreement, during the Term of the Agreement, except for non-payment without justification and / or unless the nature of the dispute is such that a Party is unable to perform its obligations without the resolution of the Dispute under the Arbitration/other proceedings.
- 23.5.2. The arbitral tribunal shall consist of a Sole Arbitrator to be appointed upon mutual consent of the Parties. If no agreement could be reached on the appointment of the Sole Arbitrator within a reasonable period (say one month of submitting the proposal), then the Parties shall resort to the remedy provided for in the Arbitration & Conciliation Act, 1996. The Arbitrators appointed to resolve the dispute shall have relevant expertise in the power sector.
- 23.5.3. The place of the arbitration shall be Mumbai and the language of the arbitration shall be English. Each Party shall bear its respective legal and arbitration costs.
- 23.5.4. The award of the arbitral tribunal shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitral tribunal shall state reasons for its findings and the award shall be substantiated in writing. The Parties agree to be bound by the decision thereby and to act accordingly.
- 23.5.5. The Parties agree that either Party may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from any court of competent jurisdiction.
- 23.5.6. The Parties expressly waive and forego any right to punitive, exemplary, or similar damages in connection with any Dispute and no such damages shall be awarded or provided for in any Dispute resolution proceeding under or in aid of this Article.

23.6. Survival of Arbitration Provisions

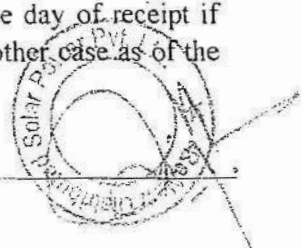
The provisions of this *Clause 23* shall survive any termination of this Agreement for any reason whatsoever and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES

24.1. Delivery of Notices

All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either:

- 24.1.1. delivered by hand;
- 24.1.2. mailed by registered post, return receipt requested, postage prepaid;
- 24.1.3. delivered by a recognized overnight or personal delivery service;
- 24.1.4. transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or



24.1.5. transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Offtaker:

MGM Campus, Town Centre,
CIDCO, Aurangabad
Attention: Mr. Ankushrao Nanasaheb Kadam
Email: _____

If to Power Producer:

ReNew Distributed Solar Power Private Limited.
10th Floor, DLF Square, M Block,
Jacaranda Marg, DLF City Ph- II,
Gurgaon, Haryana 122002
Attention: Mr. Prabhat Mishra
Email: prabhat@renewpower.in

24.2. Effectiveness of notices

24.2.1. Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

24.2.2. Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

24.2.3. If the above mentioned addresses of any of the Parties change during the term of this Agreement then the same shall be intimated to the other Party.

25. MISCELLANEOUS

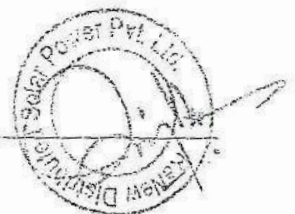
25.1 Change In Law

(a) For the Purpose of this Clause 24.1, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:

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

(ii) A change in the interpretation of any law by any Governmental Authority having the legal power to interpret or apply such law, or any competent court; or

(iii) The imposition of a requirement, for obtaining any Government approvals which were not required earlier; or



(iv) A change in the terms and conditions prescribed for obtaining any Government approvals or the inclusion of any new terms or conditions for obtaining such Government approvals; or

(v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to the purchaser.

(vi) However, change in the rate of any existing tax will not be considered a change in law. Any risk of change of tax rate whatsoever related to the work lies with the Power Producer.

(vii) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the purchaser.

But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Clause 24.1, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Clause 24.1, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

c) The adjustment in payment on account of Change in Law subject to provisions mentioned above, shall be effective from:

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

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

d) Notwithstanding anything contained hereinbefore, in the event the Change in Law occurs as a result of increase/imposition of any tax/duty, including Anti-Dumping Duty (ADD) or safeguard duty, the Power Producer shall be entitled to increase the Tariff under this Agreement by 0.5% for every 1% increase in such taxes/duty with prior written intimation to the Offtaker.

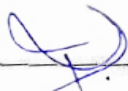
25.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

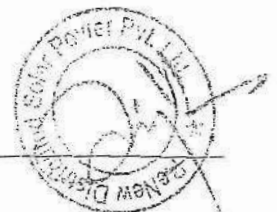
25.3 Jurisdiction

Subject to the provisions of Clause 23.5.3, the courts of Mumbai shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

25.4 Severability


Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University) 2 of 11, C-1, Sector 15
Navi Mumbai- 410 209



If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under *Clause 23.5* in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

25.5 Amendment and Waiver

25.5.1 This Agreement may only be amended by a writing signed and duly executed by an authorized representative of both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.

25.5.2 Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

25.6 Assignment

Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party unless it is permitted as per the provisions of this Agreement. Consent shall not be unreasonably withheld or delayed.

25.7 Agency

Unless specifically prohibited, the Parties shall be free to employ agents to perform their obligations under this Agreement, so long as the Parties remain primarily liable for the due performance of this Agreement.

25.8 No Joint Venture

This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

25.9 Entire Agreement

This Agreement, together with any documents referred to in it, supersedes any and all oral and written agreements' drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof.

25.10 Counterparts

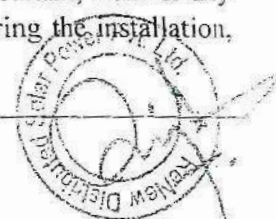
This Agreement may be executed in two counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

25.11 Erection, Commissioning and Operation: The Power Producer will bear all costs towards staying arrangement, conveyance or any other expenses of executive, consultant, labor or any other associates, vendors or sub-contractors of the Power Producers during the installation, commissioning and operation period.

29/11/2019

Dr. Rajesh B. Goel
Registrar

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Navi Mumbai- 410 299



IN WITNESS WHEREOF, intending to be legally bound hereby, Power Producer and Offtaker have executed this Power Purchase Agreement as of the date first set forth above.

For and on behalf of the
Mahatma Gandhi Mission

Authorised Signatory

Mr. Anilushrao Nankasaheb Kadam
Secretary, Mahatma Gandhi Mission
Handed

Witness:

1. Dr. Praan Surjawanthi
2. Mr. V. GAZIKAR

For and on behalf of the
ReNew Distributed Solar Power Private Limited

Authorised Signatory

Names

Witness:

1. Anand Singh
2. Chinnay

Dr. Rajesh B. Goel
Registrar

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(Deemed University) U.S. J. of U.C.
Navi Mumbai- 410 209

Exhibits

Exhibit I. Description of the Premises and Site

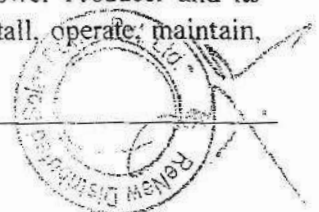
Para A. Site Specifications	
Name of the Site	JNEC
	Nursing College & Physiotherapy
	JNEC work shop
	Polytechnic College
	Polytechnic College and GYP college
	Sport buidling (MGM fitness centre)
	MGM Institute of management
	IOM Annex
	Ganga Hostel
	BAA hostel
	Bapu Hostel
	MGM Hospital
	MGM OPD
	Parking Building
	Sanskar School
Locality	Aurangabad
State	Maharashtra



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Navi Mumbai- 410 209

Exhibit II. Definitions

- 1) "Access Rights" means the rights provided in this Agreement for Power Producer and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain,



repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

- 2) "Act" means the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Applicable Law related to electricity.
- 3) "Affected Party" shall mean a Party whose performance has been affected by an event of Force Majeure.
- 4) "Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.
- 5) "Agreement" means this Power Purchase Agreement, including all its recitals and Schedules attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.
- 6) "Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity. More specifically, it means all laws, brought into force and effect by the Government of India or the State Governments including Electricity Act, 2003, rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement, as amended from time to time
- 7) "Business Day" means a day other than Saturday, Sunday, or other day on which Scheduled Banks as defined under the Reserve Bank of India Act, 1934 are authorized or required by law to be closed.
- 8) "Buy Out Value" means the amount as specified in SCHEDULE B of this Agreement.
- 9) "Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any respect by any Applicable Law or by a judicial pronouncement or by subordinate legislations, or executive orders (including circulars and notifications) issued by jurisdictional authorities, which have an impact or implication upon the mutual or individual rights and obligations under and arising out of this Agreement.
- 10) "Commercial Operation Date/COD" means the date, which shall be specified by Power Producer to the Offtaker pursuant to completion of the Initial Period when the Plant is physically complete and is ready for operations.
- 11) "Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which
 - (i) was in the possession of the receiving Party before receipt from the disclosing Party.

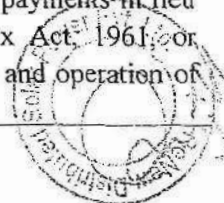
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Navi Mumbai- 410 209



- (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party;
 - (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or
 - (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.
- 12) "Dispute" means a controversy or claim arising out of or relating to this Agreement.
- 13) "Deemed Generation" As explained in SCHEDULE F
- 14) "Buy Out" means an amount determined in accordance with SCHEDULE B.
- 15) "Electric Service Power Producer" means any person, including the Local Electric Utility, authorized by the State of Maharashtra to provide electric energy and related services to retail users of electricity in the area in which the Site is located.
- 16) "Environmental Attributes" means, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any central, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Incentives.
- 17) "Financing Party" means an entity funding the project and is appointed by the Power Producer in its sole discretion to be the Project Owner in its stead, and the term Financing Party shall be construed in accordance with the context in and for the purpose for which it is so used.
- 18) "Financing Agreement" shall mean any agreement/documents executed with the Financing Party.
- 19) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events:
- (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes;
 - (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; and
 - (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion;
- Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.
- 20) "Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, officers, commission, bureau, board, administrative agency or regulatory body of any government.
- 21) "Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or

- concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.
- 22) "Indemnified Person" means the person who asserts a right to indemnification under *Clause 16*.
- 23) "Indemnifying Party" means the Party who has the indemnification obligation under *Clause 16* to the Indemnified Person.
- 24) "Initial Period" has the meaning provided in *Clause 3.2*.
- 25) "Land Registry" means the office where real estate records for the Site are customarily filed.
- 26) "Lender" means persons providing construction or permanent financing to Power Producer/Project Owner in connection with installation of the Plant.
- 27) "Liens" has the meaning provided in *Clause 9.2*.
- 28) "Local Electric Utility" means the local electric distribution owner and operator which under the laws of the State of Maharashtra is responsible for providing electric distribution and interconnection services to Offtaker at Site.
- 29) "Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).
- 30) "Offtaker" means Mahatma Gandhi Mission and its successors and permitted assigns.
- 31) "Operations Period" has the meaning provided in *Clause 3.3*.
- 32) "Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.
- 33) "Party" means either Offtaker or Power Producer, as the context shall indicate, and "Parties" means both Offtaker and Power Producer.
- 34) "Point of Delivery" has the meaning where solar power interconnection has been made to existing electrical infrastructure of Mahatma Gandhi Mission
- 35) "Premises" means approximately 10000sqm shadow free Rooftop area, free land and surrounding areas in the premises of Offtaker.
- 36) "Plant" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement, but does not include land and its access rights.
- 37) "Project Owner" means, if applicable, any Person to whom Power Producer transferred the ownership interest in the Project.
- 38) "Power Producer" means ReNew Distributed Solar Power Private Limited and all successors and assigns.
- 39) "Regulatory Charges" means Cross Subsidy Electricity duty and any other charges as determined and demanded by "Local Electric Utility" or any other government Entity.
- 40) "Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Power Producer in its reasonable discretion.
- 41) "Site" means the real property described under *Exhibit I*.
- 42) "Tax Incentives" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Income Tax Act, 1961 or applicable central, state, or local law available as a result of the ownership and operation of

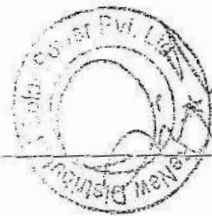


any grants or payments in lieu thereof and accelerated and/or bonus depreciation for the time being in force.)

- 43) "Term" shall have the meaning provided in *Clause 3* hereof.
- 44) Transfer/Completion Date shall mean either the date on which the termination is effected as per Clause 10.1 or if the above is not applicable the expiry of the Term of this Agreement
- 45) "Variable Tariff" means the sum of energy charges applicable, from time to time to users falling within the category applicable for HT consumers under state Discom and revised time to time.




Dr. Rajesh B. Goel
Registrar
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Navi Mumbai-410 209



Schedules

SCHEDULE A. ENERGY PURCHASE RATES

Year	Tariff INR/kWh
1	3.75
2	3.75
3	3.75
4	3.75
5	3.75
6	3.75
7	3.75
8	3.75
9	3.75
10	3.75
11	3.75
12	3.75
13	3.75
14	3.75
15	3.75
16	3.75
17	3.75
18	3.75
19	3.75
20	3.75
21	3.75
22	3.75
23	3.75
24	3.75
25	3.75


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Registrar

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SCHEDULE B.

BUY OUTS



No purchase for a period of (5) years from the Commercial Operation Date of the Plant unless in the case of PPA Termination on account of default by Energy Buyer. Buyout Values at the end of different years are provided below.

Year	Buyback Value beginning of the Year (Rs./Wp)
No buyback	
Year 1	55
Year 2	53
Year 3	51
Year 4	48
Year 5	46
Year 6	44
Year 7	42
Year 8	40
Year 9	37
Year 10	35
Year 11	33
Year 12	31
Year 13	29
Year 14	26
Year 15	24
Year 16	22
Year 17	20
Year 18	18
Year 19	15
Year 20	13
Year 21	11
Year 22	9
Year 23	7
Year 24	4
Year 25	0

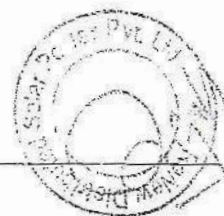

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Registrar

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(Deemed University) is 3 of 116
Navi Mumbai- 410 299

The Offtaker will also need to bear all taxes as may be applicable for the purchase of the Plant from the Power Producer including but not limited to indirect and direct taxes and any and all other taxes that may be applicable upon the Offtaker.

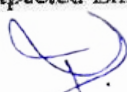
SCHEDULE D: Estimated Energy supplied including Deemed Generation at Delivery Point

Yr	Energy in Lacs Kwh
1	6,57,000
2	6,52,401



3	6,47,834
4	6,43,299
5	6,38,796
6	6,34,325
7	6,29,884
8	6,25,475
9	6,21,097
10	6,16,749
11	6,12,432
12	6,08,145
13	6,03,888
14	5,99,661
15	5,95,463
16	5,91,295
17	5,87,156
18	5,83,046
19	5,78,964
20	5,74,912
21	5,70,887
22	5,66,891
23	5,62,923
24	5,58,982
25	5,55,069

- Global Horizontal Irradiation : 2100 kWh/m²
- Yearly Degradation : 0.7% yearly
- Settlement Period : One Year
- In case GHI value drops below 2100 kWh/m² following method will be used to calculate the Expected Energy Generation


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SCHEDULE F: Deemed Generation

“Deemed Generation” for the year of operation, will be calculated based on methodology as explained below. Deemed Generation settlement will be done on Monthly basis.

Methodology

Deemed Generation = Downtime X Expected Units Generation

Whereas :

Downtime= Duration of Downtime, as recorded by plant performance monitoring system, in minutes


Expected Units Generation = Value of energy production in kWh/Min. derived as in table 1

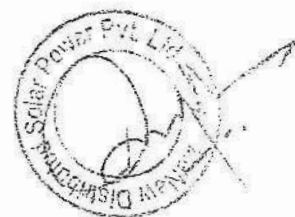
Energy Production Yearly = 6.57 lacs kWh for 1st Year of operation, for 2nd year and rest of the PPA tenure Energy Production values will be summation of Billed units including Deemed Generation Units in preceding year factoring the degradation for that year.

❖ Table-1: Methodology to Derive Expected Units Generation.

Description		Values	Unit
Energy Production Yearly (EPY)	Yearly Generation	6,57,000.00	kWh/Year
Monthly Production (MP)	MP=EPY/12	54,750.00	kWh/Month
Daily Production (DP)	DP=MP/30	1,825.00	kWh/Day
Hourly Production (HP)	HP=DP/5.5	331.82	kWh/Hour
Expected Units Generation (EUP)	EUP=HP/60		kWh/Min

¹ based on 5.5 hours of sunshine.


Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University) U/S 2 of HGE Act
Navi Mumbai-410 209



Argo Solar Private Limited

Flat No: 426, Jai Ganesh Vishwa,
Dhanori Road,
Vishrantwadi, PUNE 411 015
Maharashtra, INDIA
Ph: +91 80999 36299



To,

Date: 04.07.2017

The Secretary,
MGM Mission's
Aurangabad.

Sub: 1000 KWP SOLAR ROOF TOP POWER PROJECT PROPOSAL FOR MGM
HOSPITAL & JNEC COLLEGE AURANGABAD

Dear Sir,

With reference our discussions & Letter Of Intent received from you dtd. 7th June 17
for 1.2 MW Solar Rooftop Power Plant @ MGM & JNEC campus.

We have earlier submitted a 1.2 MW solar system proposal under BOOT model. We
would like to inform you the revised BOOT capacity and prices as below.

Capacity : 500kWp for MGM Aurangabad & 500kWp for JNEC Aurangabad

Tariff: Rs. 4/- Per Unit

PPA Term : 25 Years

Location: MGM Aurangabad & JNEC Aurangabad

Yearly tariff escalation: No escalation (Fixed Tariff For 25 years)

Investor: Renew Power

We are offering BOOT proposal for solar Rooftop power project of 500kWp each on
MGM Aurangabad and JNEC Aurangabad. Remaining 200kWp can be planned
after 3-6 Months of completion of these 500kWp x 2 Nos Projects.

The summary of the terms and conditions of the project are attached herewith.

For Argo Solar Private Limited


Director





Dr. Rajesh B. Goel
Registrar

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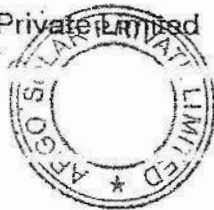
SOLAR ROOFTOP POWER PROJECT PROPOSAL (BOOT MODEL)

For Customers eligible for Subsidy Max 500kWp

Sl	Parameter	Description
1	Type of System	Solar Grid Connected Rooftop Power Project.
3	Plant Capacity	>200 kWp and up to max of 500 kWp per electricity connection, subject to feasibility as per net metering scheme.
4	Estimated annual solar generation	4 units/kWp of capacity
5	Consumption	100% capativ or export to grid under Net Metering scheme
6	Tenure of PPA	25 years. 2.70 <i>entry</i>
7	Tariff & Tenure	Rs. 4.00 per unit fixed for 25 Years. <u>Rs. 3.80 PER UNIT</u> <i>AF 10/10/24</i>
8	Payment Security required	Amount equal to 6 months payables to be provided as Security in the form of Irrevocable and Revolving Letter of Credit or Bank Guarantee by the client. Payment security to be created within 15 days from the date of signing PPA.
9	Termination	Neither party can terminate the PPA at will. Termination can occur only in case of Default.
10	Key event of Default	Default by Customer: Failure to Pay the monthly bills, 90 days beyond due date, for reasons other than force majeure conditions
11	Penalty for Termination	Defaulting Party to pay the non-defaulting party an amount equal to the Present Value of the Project, at the time of termination, based on the tariff for remaining period, discounted at 12%.
12	Billing Cycle	Monthly.
13	Payment Due	15 Days from date of raising invoice. Payment beyond 15 days will attract a daily interest rate of 0.05%, up to a maximum of 90 days.
14	Execution time	5-7 months from the issue of Letter of Intent (LoI) by the client
15	Other important conditions	The Tariff is exclusive of any taxes or duties levied by Government from time to time. Currently the taxes and duties are NIL. In case there is any applicable tax or duty payable on sale of Solar Power during the pendency of the contract, the same shall be passed on to the customer, at actual.

For Argo Solar Private Limited

[Signature]
Director



[Signature]
Dr. Rajesh B. Goel
Registrar

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(Deemed University) U-3 of UGC
Navi Mumbai- 410 209