

7.1.2

The Institution has facilities for alternate sources of energy and energy conservation measures

- Relevant information for alternative source of energy

2022-2023



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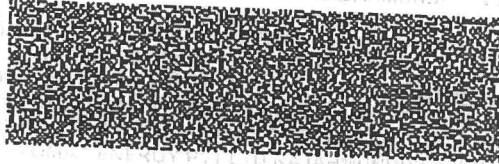
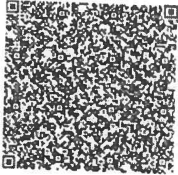
Government of Karnataka

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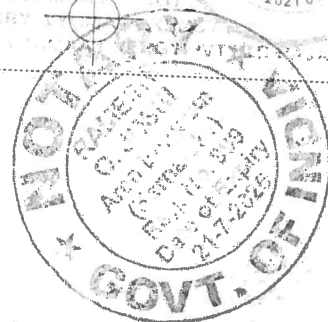
Certificate No. : IN-KA74771262672134T
 Certificate Issued Date : 13-Mar-2021 01:47 PM
 Account Reference : NONACC (FI)/ kacrsf08/ YAMAKANMARDI/ KA-BL
 Unique Doc. Reference : SUBIN-KAKACRSFL0824619344604743T
 Purchased by : VYOMAA ENERGY PVT LTD RAJAHMUNDRY
 Description of Document : Article 12 Bond
 Description : POWER PURCHASE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VYOMAA ENERGY PVT LTD RAJAHMUNDRY
 Second Party : JNMC BELAGAVI
 Stamp Duty Paid By : VYOMAA ENERGY PVT LTD RAJAHMUNDRY
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

For Yamakanamardi Urban Co-
Credit Society Ltd., Br. Belagavi

Authorised Signatory



Please write or type below this line



EXECUTIVE ENGINEER
KAHER, BELAGAVI
For Vyomaa Energy Private Limited

A.S.N. [Signature]
Director

[Signature]
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

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**IN CONTINUATION TO POWER PURCHASE AGREEMENT DATED 13TH
**MAR 2021 EXECUTED BY AND BETWEEN VYOMAA ENERGY PVT LTD
AND JNMC BELAGAVI.****

This agreement is abided and binding on both the parties

"Cut-Off Date" means 120 (One hundred and twenty) days from the effective date till COD

Construction of the solar plant – timelines.

The power producer shall install, commission, construct and complete the plant and achieve the COD within 26 Jul 2021.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS
THE DAY, MONTH AND YEAR BELOW WRITTEN

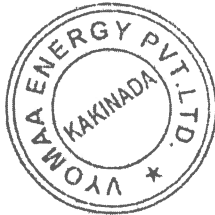
BELAGAVI DATED 13TH day of MARCH 2021

FOR AND ON BEHALF OF THE POWER PRODUCER,

VYOMAA ENERGY PVT. LTD.

For Vyomaa Energy Private Limited

A. S. N. Mhatre
Director



M. S.
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI



FOR AND ON BEHALF OF THE
Jawaharlal Nehru Medical College

WITNESSES

1 *Sanjay Patil*
Sanjay Patil

2 *S. S. Chougale*
S. S. Chougale



K. R. Katti
LEGAL OFFICER
KLE ACADEMY OF HIGHER
EDUCATION AND RESEARCH
BELAGAVI.

ATTESTED

S. R. G. Joshi

S. R. G. Joshi
S. R. G. JOSHI
ADVOCATE
6570-A, Channarayana Khoot,
BELGAUM - 560043

M. S.
EXECUTIVE ENGINEER,
KAHER, BELAGAVI

Page 1 of 1

13 MAR 2021 No of Connections *10*

POWER PURCHASE AGREEMENT

for Vyomaa Energy Private Limited

A.S.N. [Signature]
Director

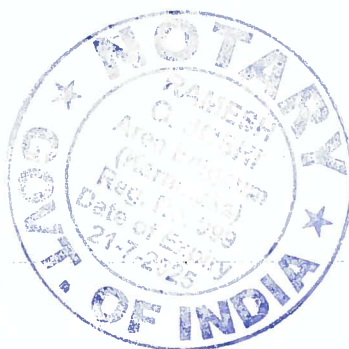
[Signature]

PRINCIPAL

JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

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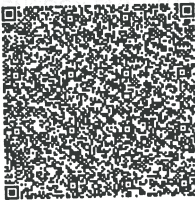
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Certificate No.	: IN-KA74630370263564T
Certificate Issued Date	: 13-Mar-2021 11:17 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ BELGAUM30/ KA-BL
Unique Doc. Reference	: SUBIN-KAKAKSFCL0824349175413325T
Purchased by	: VYOMAA ENERGY PVT LTD RAJAHMUNDRY
Description of Document	: Article 12 Bond
Description	: POWER PURCHASE AGREEMENT FOR 950 KW SRTPV
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VYOMAA ENERGY PVT LTD RAJAHMUNDRY
Second Party	: PRINCIPAL JNMC BELAGAVI
Stamp Duty Paid By	: VYOMAA ENERGY PVT LTD RAJAHMUNDRY
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

Authorized Signatory
 Sada-Chinmaya Souhard Sahakari Niyamit
 Kacheri Main Road, Khadak Galli
 Corner, Belagavi



Please write or type below this line

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (PPA) is made at 13th of March 2021 between:

Vyomaa Energy Pvt. Ltd., having its registered office at Plot No: 50. R.S No 34, Opp
 GSL Medical College, Rajanagaram, East Godavari District, Andhra Pradesh, India,
 PIN 533294, subsidiary of Vyomaa Energy Inc, having it registered office in 2155 W.

For Vyomaa Energy Private Limited

A.S.N. Muthu
 Director

Muthu
 PRINCIPAL
 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI

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2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

Pinnacle Peak Road, Suite 201, Phoenix, AZ, USA - 85027(hereinafter referred to as "Power Producer"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

Jawaharlal Nehru Medical College is a constituent unit of KLE Academy of higher Education and Research, Belagavi a deemed to be university established u/s 3 of the UGC Act, 1956 with registered office at Jawaharlal Nehru Medical College Campus, Nehru Nagar, Belagavi – 590010 (hereinafter referred to as "Power User") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

The Power Producer and Power User are individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Power User is one of the leading Medical college imparting education in the field of health science and is carrying out its educational activities *inter alia* from J.N. Medical College, Nehru Nagar, Belagavi – 590010, Karnataka, India. (hereinafter referred to as the "Site"), more particularly described in Schedule 1 hereunder written;
- B. The Power Producer is dealing with construction, operation, and maintenance of solar power systems;
- C. The Power User is interested in installing solar power system for the purpose of generating electricity for use at the Site. For this purpose, the Power Producer has undertaken to develop, construct, operate and maintain a solar power plant/s (**Generating Facility**) with an installed capacity of **950kWP**(could be increased/decreased after detailed site analysis) at the Designated Area (*as defined herein after*)on the Site on the terms and conditions herein contained;
- D. The Power User has agreed to permit to the Power Producer the use of the Designated Area (or such place to which the Generating Facility may be relocated in accordance with the terms of this Agreement) for the purpose of developing, constructing, operating, and maintaining the Generating Facility. The Parties acknowledge that the fundamental obligations of the Power Producer cannot be performed unless the Power User grants access to the Power Producer in accordance with the provisions of this Agreement;
- E. The Power Producer shall supply entire electricity generated by the Generating Facility to the Power User and the Power User shall purchase the entire electricity so generated; and
- F. The Power Producer and the Power User now wish to execute this Agreement to set out their rights and obligations in respect of development, operation, maintenance of the Generating Facility and sale and purchase of the power generated by the Generating Facility.

For Vyomaa Energy Private Limited

A. S. M. M. M.
Director

M. K. B.
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

NOW, THEREFORE, in consideration of the foregoing and other good and valid consideration the Power Producer and the Power User agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement unless the context otherwise requires:

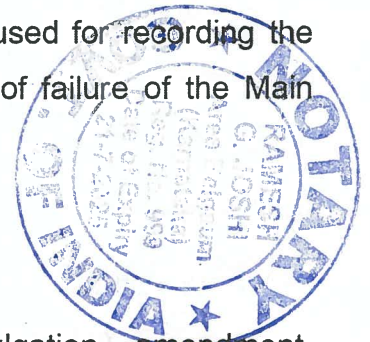
"Applicable Law" means, in relation to this PPA, all laws including Electricity Laws in force, any statute, decree, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and includes all applicable rules, regulations, orders, directions, notifications by a Governmental Instrumentality pursuant to or under any of them;

"Back Up Meter" means the meter owned by the Power Producer and connected in parallel to the same core of the current transformers (CTs) and potential transformers (PTs) to which the Main Meter is connected and which can be used for recording the delivery of electricity from the Generating Facility only in case of failure of the Main Meter.

"Billable Month" has the meaning given in Clause-10.2

"Change in Law" means:

- A. the enactment, bringing into effect, adoption, promulgation, amendment, modification, or repeal, after the date of this PPA of any statute, decree, ordinance or other law, regulation, notice, circular, code, rule or direction by any Governmental Instrumentality or a change in its interpretation by a competent court, tribunal, GOI, State Government or other statutory authority, of any of the above regulations, or
- B. the imposition by any Governmental Instrumentality of any material condition in connection with the issuance, renewal, modification (including ceasing to have full force and effect or inclusion of any additional consents, permissions, approvals, or actions of similar nature), revocation or non-renewal (other than for cause) of any consent after the COD, which in either of the above cases:
 - a. results in any change in respect of Taxes and Duties; or



For Vyomaa Energy Private Limited

A. S. N. Mishra
Director

[Signature]
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

- b. results in any change in the Power Producer's revenue scope or costs directly attributable to the Generating Facility;

"Clearance(s)" means any consent, license, approval, registration, filing, resolution, permit, exemption, or other authorization of any nature from a Governmental Instrumentality, required under Applicable Law to enable the Power Producer to comply with its obligations under this Agreement including for the construction, commissioning, installation, completion, operation and maintenance and removal of the Generating Facility.

"COD"(commercial operation date) is defined as the date after which all testing and commissioning has been completed and is the initiation date to which the seller can start producing electricity for sale.

Date of commercial operation will commence after completion of all of the following:

- (a) Installation, testing and commissioning of the Generation facility.
- (b) Successful connection between the Generation facility and the Power User's main service Panel
- (c) Submission of application for CEIG approval (if required);
- (d) Approval of Plant layout engineering drawing by Power User's authorized personnel;
- (e) Submission of application to DISCOM for Net-metering.

Additionally, COD shall begin notwithstanding the status of completion of the following:

- (a) CEIG Inspector Approval;
- (b) DISCOM approval for Net-metering;

The PPA term will begin from the date of COD.

"Delivery Point" means the energy delivery point within the Site's electrical system where the electricity generated by the Generating Facility shall be delivered by the Power Producer to the Power User.

"Designated Area" means the rooftop of a buildings designated by the Power User for the installation of the Generating Facility.

"Dispute" means any dispute, difference, controversy, or question arising in connection with the interpretation, performance, termination of this Agreement, or otherwise in connection with this Agreement.

"Dispute Notice" has the meaning given in Clause 13.3.

For Vyomaa Energy Private Limited

A.S.N. [Signature]
Director

[Signature]
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

"Due Date of Payment" has the meaning ascribed to it in Clause 13.2.

"Effective Date" means the date of execution of this Agreement.

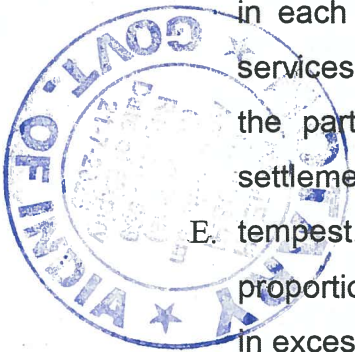
"Cut off date and construction of solar plant" – timelines is abide by the e-stamp
enclose to this PPA.

"Electricity Laws" means the Electricity Act, 2003 and the rules and regulations made
there under from time to time along with amendments and replacements thereof in
whole or in part and any other Applicable Law related to electricity;

"Expiry Date" means the date falling **25(twenty five) years** after COD; provided that
where performance of the obligations under this Agreement has been suspended as a
result of a Force Majeure Event, the period during which such Force Majeure Event was
subsisting will be disregarded for the purposes of calculating the aforementioned 25
(Twenty Five) year period.

"Force Majeure Event" means the occurrence of:

- A. an act of war (whether declared or not), hostilities, invasion, act of foreign
enemies, terrorism or civil disorder;
- B. Ionizing radiations or contamination by radioactivity from any nuclear fuel, or from
any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive
or other hazardous properties of explosive nuclear assembly or nuclear
component thereof;
- C. pressure waves from devices travelling at supersonic speeds or damage caused
by any aircraft or similar device;
- D. a strike or strikes or other industrial action or blockade or embargo or any other
form of civil disturbance due to terrorism, local or communal riots or related to law,
in each case affecting on a general basis the industry relating to the affected
services and which is not attributable to any unreasonable action or inaction on
the part of the Parties or any of their subcontractors or suppliers and the
settlement of which is beyond the reasonable control of all such persons;
- E. tempest, earthquake, flood, cyclone or any other natural disaster of overwhelming
proportions including specific incidents of exceptional adverse weather conditions
in excess of those required to be designed for in this Agreement;
- F. other unforeseeable circumstances beyond the control of the Parties against
which it would have been unreasonable for the affected party to take precautions
and which the affected party cannot avoid even by using its best efforts which in



For Vyoma Energy Limited

A.S.N. Maiti
Director

Principal
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

each case directly causes each Party to be unable to comply with all or a material part of its obligations under this Agreement.

Provided, however, that Force Majeure Event shall not include:

- A. any full or partial curtailment in the electric output Facility that is caused by or arises from the act or acts of any third party, including, without limitation, any vendor, material man, customer, or supplier of the Power Producer, unless such act(s) is itself excused by reason of a Force Majeure Event;
- B. any full or partial curtailment in the electric output of the Generating Facility that is caused by or arises from a mechanical or equipment breakdown of the Generating Facility, or fires, explosions or other mishaps or events or conditions attributable to normal wear and tear or flaws related to the Generating Facility, unless caused by a Force Majeure Event;
- C. unavailability, late delivery, or changes in cost of the machinery, equipment, materials or consumables for the Generating Facility;
- D. delay in the performance by any contractor, sub-contractor or agent appointed by a Party; and
- E. non-performance caused by, or connected with, a Party's:
 - (i) negligent or intentional acts, errors or omissions;
 - (ii) failure to comply with any Applicable Law; or iii) breach of, or default under this Agreement.

"**Generating Facility**" shall have the meaning ascribed to such term in **Recital B** hereof.

"**Good Utility Industry Practices**" means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in electrical utility industries and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of size, service and type as that of the Generating Facility and that generally conforms to manufacturers' operation and maintenance guidelines.

"**Governmental Instrumentality**" means any legislative, judicial, regulatory, executive

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For Vyomaa Energy Private Limited

A. S. N. Murthy
Director

M. S. K.
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

or other governmental body (including any agency, department, board, instrumentality, commission, office or authority) of the GoI / GoK / KERC / HESCOM;

"GOI" means the Government of India;

"GOK" means the Government of Karnataka;

"HESCOM" means the Hubli Electricity Supply Company Limited;

"KERC" means the Karnataka Electricity Regulatory Commission;

"Indemnifying Party" has the meaning given in Clause 24.

"Solar Generation Meter" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery of electricity from the Generating Facility.

"Maintenance Outage" means an interruption or reduction in the generating capability of the Generating Facility that is due to maintenance and repair work on specific components of the Generating Facility by the Power Producer.

"Monthly Invoice" has the meaning given in Clause 13.1.1.

"Power Producer Event of Default" has the meaning given in Clause 19.1.

"Power User Event of Default" has the meaning given in Clause 19.2.

"Purchase Price" has the meaning given in Clause 6.2.5

"Removal Period" has the meaning given in Clause 21.2.

"Service Personnel" has the meaning given in Clause 3.

"Site" shall have the meaning ascribed to the term in Recital A.

"Shifting Period" means the period from the date of commencement of un-installation of the Generating Facility from the Designated Area to the date of completion of installation of the Generating Facility at the new location in accordance with Clause 6.2.2.

"Tax" means all taxes imposed by any Governmental Instrumentality, including,

- A. any tax or royalty based upon or measured by income, gross receipts, sales use or value added;
- B. any taxes denominated as ad valorem, transfer, franchise, capital stock, payroll,



For Vyomaa Energy Private Limited

A. S. N. Murthy
Director


PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

- employment, excise, occupation, property, windfall profits, service, environmental, customers, or withholding taxes; and
- C. any interest, penalties, or other amounts imposed with respect to any Tax.

"Term" means the period of time commencing on the Effective Date and concluding on the date of expiry of 25 (Twenty Five) years or termination of this Agreement in accordance with Clause 18 hereof whichever is earlier.

"Transfer Notice" has the meaning given in Clause 22.1.

"Unit" means kilowatt/hour.

1.2. Interpretation:

In this Agreement unless the context otherwise requires:

- A. a reference to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the Effective Date;
- B. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case maybe;
- C. a reference to persons shall include bodies" corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- D. headings to Clauses are for convenience only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- E. references to Recitals, Clauses and Schedules are, unless the context otherwise requires, references to recitals, clauses and Schedules of this Agreement;
- F. a reference to the words "include" or "including" shall be construed as being suffixed by the words "without limitation";
- G. the schedules hereto shall constitute an integral part of this Agreement;
- H. time is of the essence in the performance of the Parties" respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- I. when any number of days is prescribed in this Agreement, the same shall be

For Vyomaa Energy Private Limited

A. S. N. 
Director


PRINCIPAL-
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

- reckoned exclusively of the first and inclusively of the last day; and
- J. unless the context otherwise requires, words importing the singular include the plural and vice-versa.

2. POWER GENERATION & SALE

- A. The Power Producer hereby agrees and undertakes to install, construct, and develop the Generating Facility including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections at the Designated Area. The Power Producer also agrees and undertakes to supply the entire electricity generated by the Generating Facility, net of the Generating Facility's internal consumption, to the Delivery Point at its own cost and expense, for consumption by the Power User and the Power User shall purchase all of the power so delivered to the Delivery Point.
- B. The Power User shall ensure that all arrangements and infrastructure for receiving Electricity beyond the Delivery Point are ready on or prior to the Commissioning Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- C. The Power User shall bear the Net metering statutory fees costs which will be reimbursed to Power Producer (and provide all necessary support for liasoning etc.) if and when the provision for the same is made by the local DISCOM. The execution scope of net metering will be in Power Producer scope.
- D. The Power Producer or its financiers/investors will have ownership of the Solar Power Plants during the Term of the Agreement without exercising any right over and in respect to the Designated Area. Further, the Power User undertakes to extend full cooperation to the Power Producer to secure project lending from financiers/ investors, however, this shall not give any right to such financiers/investor over the property/ Site of the Power User.
- E. In the event that the Power Producer or the Power User should require any technology upgrades to the Solar Power Plants, the type, nature and commercial aspects of such upgrade shall be mutually agreed upon between the Parties in accordance with a binding agreement to such effect. For improvement in plant performance as found necessary by Power Producer, the cost for the same shall be borne by the Power Producer and Power User upon

For Vyomaa Energy Private Limited

A.S.N. Mutha
Director


PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

mutual agreement. Any cost required to be incurred due to statutory requirements such cost shall be borne by the Power User after mutual discussion. This Agreement shall not in any way prevent the sale, in whole or in part, of the Power Producer by its shareholders or partners to another Party, however, prior intimation in writing of the same should be provided to the Power User together with a letter of adherence by the new management to comply with the terms of this Agreement.

3. ACCESS TO SITE

The Power User shall permit an agreed number of authorized representatives of the Power Producer (**Service Personnel**) to enter the Site for the purposes of setting up, installing, operating and/or maintaining the Generating Facility and the Power User shall issue entry permits to such Service Personnel. Such Service Personnel shall be permitted to access the Designated Area and or any storage area for goods on the Site 24 (twenty-four) hours a day, 7 (seven) days a week between 6:00 am to 9:00 pm on any day of the week. Subject to the provisions of **Clause 19** below, the aforementioned right shall remain unaffected only during the Term and provided the Power Producer does not commit/has not committed any breach of any of the terms and conditions of this Agreement. Any damage caused to the Site by the Service Personnel of the Power Producer shall be re maintained to existing condition. Any ladders or related equipment needed to access the site should be provided by the Power User.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

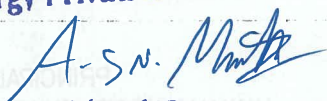
4.1. Obligations of the Power Producer

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 Solar Metering System and Solar Power Plants during the Term of the Agreement at its own cost and risk;
- B. Fulfilling all other obligations undertaken by it under this Agreement and comply with the requirements of Electricity Laws
- C. Obtaining all regulatory and statutory approvals required to install and operate the Main Metering System, Solar Power Plants and all related equipment and keep such regulatory and statutory approvals active during the Term or any extended Term of the Agreement. Power Producer will ensure that no

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For Vyomaa Energy Private Limited

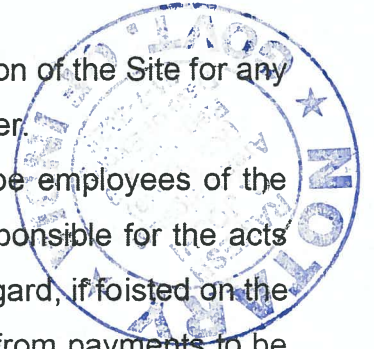

Director



PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

GOI/GOK/HESCOM/KERC rules or regulations are violated by them.

- D. Supplying Electricity to the Power User in accordance with terms of this Agreement.
- E. It shall carry out the activities set forth in this Agreement in accordance with all Applicable Laws and Good Utility Industry Practices and in such a manner as will not unreasonably interfere with Power User's usage of the Site.
- F. It shall sell the entire electricity generated at the Generating Facility, net of internal consumption by the Generating Facility, to the Power User and shall not sell the same to any third party.
- G. It shall, at its own cost and expense, procure and maintain all insurances required to be taken in relation to the Generating Facility and all the equipment of the Power Producer that is brought to the Site as required in terms of this Agreement, Applicable Laws and/or Good Utility Industry Practices, till the expiry of the Term and the Removal Period, if any.
- H. It shall not claim right title interest or ownership on any portion of the Site for any reason and shall operate on the Site only as a Power Producer.
- I. The Service Personnel shall always be and be deemed to be employees of the Power Producer alone and the Power User shall not be responsible for the acts and deeds of such Service Personnel. Any liability in this regard, if foisted on the Power User, the same shall be adjusted by the Power User from payments to be made to the Power Producer under this Agreement.
- J. It shall be the Power Producer's exclusive responsibility to deal with the Service Personnel, and bear and pay their wages, salaries, emoluments and/or any statutory liabilities and dues payable under Applicable Laws. The Power Producer will ensure that all service personnel are provided with accident insurance cover.
- K. If needed, the Power Producer will be responsible for ensuring that the generated power is also synchronized with the DG power and adds to the total capacity when DG set is being used in case of grid power failure. The cost of any such synchronization will be borne by the Power User. Any Reverse protection relay cost will be borne by the Power User.
- L. The O&M team of the Power Producer will meet all safety standards, safety protocol of the Power User while conducting O&M at plant installation site of the Power User.
- M. Transfer the Plant Assets to Power User upon completion of Project Term at Zero Cost.
- N. In the event of local hindrances affecting the pre or post construction phase, the



power producer will not be held liable for the delay during construction or any interruption in the power supply.

O. In the event of damage to the plant due to security breach,

- (i) The Power Producer will not be held liable for any interruption in the power supply and the failure to supply power
- (ii) The Power Producer will be entitled to raise any invoice or claim towards Deemed Generation on the Power User.

P. In the event of any renovation or reconstruction to the aforesaid site on which the plant is located,

- (i) The Power Producer will not be held liable for any interruption in the power supply and the failure to supply power
- (ii) The Power Producer will be entitled to raise any invoice or claim towards Deemed Generation on the Power User for the amount of shifting period

Q. The submitted designs and approvals can be changed or modified according to the site conditions as per as built.


4.2. Obligations of the Power User


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

- A. Evacuating Electricity from each Delivery Point, and paying all invoices raised by the Power Producer under the provisions of this Agreement by the Due Date of Invoice Payment; and paying for any interest on delayed payments (if any) as per the provisions of this Agreement. Further all documents for power evacuation shall be provided well in advance.
- B. Off-taking 100% of the electricity generated and provide sufficient offtake to ensure 100% capacity- utilization of the Solar Power Plants at all times or pay as per Deemed Generation as per Clause 5.
- C. Payment of all statutory taxes, duties, levies and cess, assessed/ levied on the Power User, its contractors or employees, that are required to be paid by the Power User as per the applicable law for procuring power as per the terms of this Agreement including payment of all applicable taxes as specified in **Clause 25.14** (Taxes and Duties), save and except those payable by the Power Producer as agreed in this Agreement;
- D. Providing clean and soft water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Water requirement is estimated at 10 Liters per kWp of plant capacity per month.

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- E. Ensuring adequate space for the construction of Solar Power Plant by cutting down the trees
- F. Ensuring adequate space for solar equipment to ensure that do not partially or wholly shade any part of the Solar Power Plant. Taking all steps necessary for Solar Easement and ensuring the Solar equipment is maintained in Shade free area. Ensuring and working with local authorities for the same. If such shading occurs, the Power Producer may, at its sole discretion, apply Deemed Generation as per Clause 5.
- G. Trench digging and routing for AC/DC power cable
- H. Ensuring the security for the Solar Power Plants and all associated equipment;
- I. Reasonably cooperating on non-monetary basis with the Power Producer in obtaining all necessary permissions to commission and operate the Solar Power Plants.
- J. Allowing the Power Producer to bring any guests to view the Solar Power Plants during normal business hours, provided Power Producer and its guests comply with the Power User's security policies and having obtained prior consent from Power User. The Power Producer can bring the guest only after prior approval from the Power User and with mutual consent with the respective plant head.
- K. During the course of the Agreement in force not to deal or enter in contract with any other vendor/Power Producer for same roof Site(s) which is already used as installation site by Power Producer. If there is plant extension of the same unit and on a completely new roof the Power User wishes to install a new rooftop solar plant, the Power User will give an opportunity to the Power Producer to submit a proposal but the Power User shall be free to receive proposals from other new vendors and finalize.
- L. Providing all necessary assistance (including providing relevant data) to the Power Producer in setting up the Solar Power Plants and other associated infrastructure at the Sites; This would include but not be restricted to providing temporary storage facilities for solar equipment, uninterrupted water and power for construction (including for cleaning of solar panels) and providing access to the Power Producer and their contractors and sub-contractors and their respective staff, for undertaking the construction. Complying with all other respective obligations under this Agreement.
- M. The Power User will provide reasonable round the clock security at the premises

to prevent any deliberate human willful damage to the solar power plant on account of vandalism and un- authorized access.


- N. To bear the Net metering (including statutory costs which will be reimbursed to the Power Producer such as support for liasioning etc.) if and when the provision for the same is made by the local DISCOM. The execution scope of net metering will be in Power Producer scope.
- O. To provide a terminal for remote monitoring of the Solar Power Plants.
- P. Providing all necessary assistance (including providing relevant data) to the Power Producer in setting up the Solar Power Plants and other associated infrastructure at the Sites; This would include but not be restricted to providing temporary storage facilities near the site for solar equipment, uninterrupted water and power for construction (including for cleaning of solar panels) and providing access to the Power Producer and their contractors and sub-contractors and their respective staff, for undertaking the construction. Complying with all other respective obligations under this Agreement.
- Q. To allow extra hours and workings on Sundays and Holidays.
- R. Trench digging and providing routes for AC/DC power cable
- S. Making all necessary changes and taking steps to upgrade its internal infrastructure to be able to off take the Electricity that is being generated. To take necessary steps to off take the electricity at the closest points to the inverters as applicable.
- T. Disposing of the Main Metering System and Solar Power Plants and all related equipment upon the termination of this Agreement of Solar Power Plants in an environmentally conscious manner and complying with environmental laws.
- R. In the event of damage to the plant due to security breach,
 - (i) Power user will be held liable for the cost of damage
- S. In the event of any renovation or reconstruction to the aforesaid site on which the plant is located,
 - (i) Power user will be liable for the shifting costs of the inventory.


4.3. The Power User agrees and acknowledges as follows:

- A. It hereby consents to the installation of the Generating Facility by the Power

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producer at the Designated Area n the Site, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and interconnections that would be necessary for the installation and setting up of the Generating Facility. In addition to the aforesaid the structural load analysis shall also be done before the installation activity.

- B. It shall not resell (except to the HESCOM, the excess power generated) any part of the electricity supplied by the Power Producer pursuant to the terms of this Agreement, on its account in any manner whatsoever, without first taking consent from the Power Producer.
- C. Notwithstanding that the Generating Facility is a fixture on the Site, it has no ownership interest in the Generating Facility and Power Producer is the exclusive owner and operator of the Generating Facility. The Power User has been entrusted with the Generating Facility in a fiduciary capacity only till the expiry of the Term or earlier termination of this Agreement. The Power Producer shall be the legal and beneficial owner of the Generating Facility at all times unless the Generating Facility is purchased by the Power User in accordance with **Clause 20** of this Agreement. The Generating Facility is personal property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Site. The Generating Facility shall at all times retain the legal status of personal property of the Power Producer. The Power User covenants that it will place all persons having an interest in or lien upon the Site, on notice of the ownership of the Generating Facility and the legal status or classification of the Generating Facility as personal property of the Power Producer.
- D. It hereby undertakes to take any and all actions necessary to assist the Power Producer in applying for any and all Clearances which the Power Producer finds necessary or desirable for the operation of the Generating Facility at the Site and to do all things requested by the Power Producer which are necessary for obtaining such Clearances.
- E. It is agreed by the Power User that power supplied by the Power Producer shall be accorded the first priority and precedence, in terms of consumption and payment, over any other supplier of power, including HESCOM (Hubli Electricity Supply Company). For example, in case the Power User has or were to have a contract with other supplier(s) of power, then out of the total power consumed by

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the Power User during any billing period, the account of the Power Producer will get the precedence over other supplier(s) of power in terms of credit for supply of power and corresponding payment by the Power User.


- F. The Power User guarantees that they shall off take 100% of the Electricity generated by each Solar Power Plant, at the point in time of generation. In the event that the Power User is unable to off take 100% of the electricity generated by any Solar Power Plant at any time, then Deemed Generation will apply on that Solar Power Plant for the entire day. Moreover, if any part of the capacity of a Solar Power Plant is unable to operate at full capacity due to non-availability of load at any time, Deemed Generation shall also apply to that Solar Power Plant for the entire day.
- G. It shall be responsibility the work on site is done in accordance with this Agreement and Good Utility Industry Practices, if any requirements are needed the same shall be procured, cost of which shall be borne by the Power Producer.
- H. The cost for DG set integration, DG sync and reverse protection scheme shall be borne by the Power User.
- I. The cost of any equipment addition or change such as at LT panel, grid meter change under net metering, addition of MCCBs, reverse protection equipment at DG shall be borne by the Power Producer, if such costs are related to the initial setup; however, if any subsequent changes after COD are mandated due to Government regulatory changes, that cost shall be borne by Power User.
- J. Permanent access to all the roofs of all buildings at installation site shall be arranged and made available by the Power User prior to the start of installation.


5. DEEMED GENERATION

- A. Deemed Generation will be charged either as per the average of the previous year performance or else 3.8 kWh/ kwp /day as a standard.
- B. Customer to Off take of 100% electricity. The Power User guarantees that they shall off-take 100% of the Electricity generated by each Solar Power Plant, at the point in time of generation.
- C. In the event that the Power User is unable to off take 100% of the electricity generated by any Solar Power Plant, when it is generated, then Deemed

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Generation will apply on the Solar Power Plant. Moreover, if any part of the capacity of a Solar Power Plant is unable to operate at full capacity due to the occurrence of events which cannot be reasonably attributable to the fault of the Power Producer including but not limited to non-availability of load, breakdown of the facilities of the Site(s) leading to breakdown of the Solar Power Plant installed on the Sites, relocation of the Solar Plant at the request of the Power User, Deemed Generation will apply on the Solar Power Plant for such period.

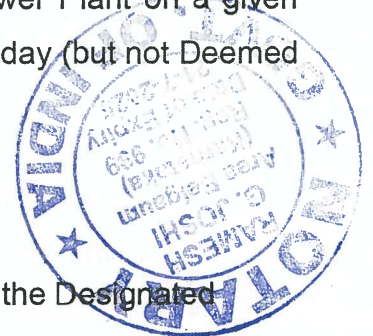
- D. When Deemed Generation applies, Billable Units will be calculated based on the calculation described herein, rather than on actual generation for the relevant Solar Power Plant.
- E. Deemed Generation will be calculated on a daily basis. If the conditions in **Clause 5** apply at any given time during a given day, Deemed Generation shall be applied to the entire day.
- F. Beginning one year after commissioning and continuing throughout the Term of the Agreement, Deemed Generation for a given Solar Power Plant on a given day shall equal to the average number of Billable Units per day (but not Deemed generation units) in the previous 12 months.

6. LOCATION OF GENERATING FACILITY

The Generating Facility shall be installed by the Power Producer in the Designated Area.

6.1. Change of Location of the Generating Facility

- A. In the event a Party wishes to relocate the Generating Facility from the Designated Area to another location at the Site or to some other parcel of Land owned by the Power User (other than in accordance with **Clause 6.3 below**), Party must give the other Party 3 (three) months" written notice of its intention. Such notice should also contain detailed reasons for the proposed relocation of the Generating Facility. The Generating Facility may not be so relocated except with the express written consent of the other Party, provided that such consent shall not be unreasonably withheld where the capacity of the Generating Facility would not be reduced by such relocation.
- B. During the Shifting Period, the Power Producer will not be
 - (a) held liable for any interruption in the power supply and the failure to supply



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- power during the Shifting Period will not constitute a Power Producer Event of Default giving rise to termination under Clause 20; and
- (b) Entitled to raise any invoice or claim towards Deemed Generation on the Power User except as agreed here in-below.
- C. The cost of relocating the Generating Facility in accordance with this Clause 6.2 shall be borne by the Party that requested that the Generating Facility be relocated. The Power Producer undertakes to complete the Shifting of the Generating Facility within a period of 4 Months from the date of allotment of the new Site where the Generating Facility is to be relocated which is mutually agreeable to both Parties and provided the relocation there is possible in the aforesaid mentioned timeframe. If the time required for such relocation is longer, it has to be discussed with mutual agreement and understanding. All regulatory and non-monetary support for such relocation as is needed by Producer has to be provided by the Power User as well.
- D. Where the Generating Facility is to be relocated at the instance of the Power User and such relocation will result in a loss of capacity of the Generating Facility, the Parties shall shift the Generating Facility to a on the Site to be provided by the Power User at which the capacity of the Generating Facility will not be reduced. Where the Power User refuses to agree to or provide for an alternate location and requires the Power Producer to shift the Generating Facility to a location at which the capacity will be reduced, the Power Producer shall be entitled to terminate this Agreement by giving the Power User [30 (thirty)] days" written notice or demand for compensation for the loss of power based on proven PV Syst Reports or other such modalities as agreeable to both parties.
- E. Where the Generating Facility is to be relocated at the instance of the Power User, the Power User shall, during the Shifting Period, pay to the Power Producer a monthly payment (prorated as needed) equal to the Purchase Quantity for the corresponding period of the previous year, or however long the Generating Facility has been operating following COD if less than 12 (twelve) months. If the relocation is required in the first one year after the Commissioning Date, Deemed Generation shall be calculated at the rate of 4.0 kWh per day per kWp of Plant Capacity of the relevant Solar Power Plant.
- F. If temporary removal of the Generating Facility is required due to Site work unrelated to the Generating Facility, the Power User is responsible for all

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associated costs of removal and reinstallation and must proceed diligently. During any period while the Generating Facility is off-line in relation to such Site work, the Power User shall, during the period from the commencement of removal of the Generating Facility from the Designated Area to the reinstallation of the Generating Facility at the Designated Area, pay to the Power Producer a monthly payment (prorated as needed) equal to the Purchase Quantity for the corresponding period of the previous year, or however long the Generating Facility has been operating following COD if less than 12 (twelve) months. If relocation is requested in the first one year after the Commissioning Date, Deemed Generation shall equal 4.00 kWh per day per kWp of Plant Capacity of the relevant Solar Power Plant.

- G. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these documents being provided by the Power Producer, the Power User shall reimburse these pre-agreed expenses in full (*These costs will be agreed before dismantling and relocation*), and beyond the date mentioned above will attract Late Payment charges as described in Article 9.3.

6.2. Premises Shutdown and Interconnection Deactivated

In the event Premises is closed as a result of an event that is:

- A. Not a Force Majeure Event or
- B. which is not attributable to the Power User,

The Power User 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 Power User like maintenance of plant or any similar reason not allowing solar plant to deliver power, the Power User shall pay to the Power Producer an amount equal to the sum of payments that the Power User 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.

6.3. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not:

- A. a Force Majeure Event or caused due to unavailability of express feeder or any

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dispute between power user and grid utility or related to any action 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 Power User will pay the Power Producer an amount equal to the sum of payments that Power User 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.

B. 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, and /or the average generates of previous 12 meets whichever is less unless the Power Producer and the Power User mutually agree to an alternative methodology.

6.4. If a shutdown pursuant to this Clause 6.4 continues for 365 days or longer, the Power Producer will be entitled to ask the Power User to buyout the Plant.

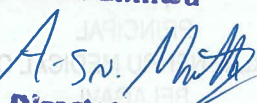
7. REPRESENTATIONS AND WARRANTIES

7.1. The Power Producer represents and warrants to the Power User that:

- A. it has the power to execute, deliver and perform the terms and provisions of this PPA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PPA;
- B. it has duly executed and delivered this PPA and this PPA constitutes its legally valid and binding obligation enforceable in accordance with its terms;
- C. neither the execution, delivery or performance by the Power Producer of this PPA, nor compliance by it with the terms and provisions here of will:
 - a. contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or
 - b. conflict with or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Power Producer is a party or by which it or any of its properties or assets are bound; or violate any provision of the Power Producer's constituent documents; and no order, consent, approval, license, authorization or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision

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thereof, is required to authorize, or is required in connection with, the execution, delivery and performance of this PPA.

7.2. The Power User represents and warrants to the Power Producer that:

- A. it has the power to execute, deliver and perform the terms and provisions of this PPA and has taken all necessary actions to authorize the execution, delivery and performance by it of this PPA;
- B. it has duly executed and delivered this PPA and this PPA constitutes its legally valid and binding obligation enforceable in accordance with its terms;
- C. neither the execution, delivery or performance by the Power User of PPA, nor compliance by it with the terms and provisions here of will:
 - a. contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or conflict with or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Power User is a party or by which it or any of its properties or assets are bound; or
 - b. violate any provision of the Power User's constituent documents;
- D. no such other/further order, consent, approval, license, authorization or validation of, or filing, recording or registration with or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, delivery and performance of this PPA.
- E. the Power User is the registered owner or lessee of the Site and the Property and there are no impediment for installation of Solar Power systems on the Site and the Property. The Power User further warrants that it will continue to maintain such status of the property during the term of the PPA.

8. PLANT OPERATION AND MAINTENANCE

- 8.1. Subject to the provisions of this Agreement, the Power Producer shall organize the operation and maintenance of the Generating Facility so as to ensure optimum utilization of the solar resources in accordance with:
- a. Good Utility Industry Practices; and

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Director

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b. Applicable Laws

- 8.2. The Power Producer undertakes that it shall coordinate in advance all repair, inspection and maintenance work of the Generating Facility with the authorized representative of the Power User and shall ensure that any such repair/maintenance/inspection of the Generating Facility shall not restrict or interfere with the activities of the Power User on the Site and usage of the Site. Upon the Power Producer making a request for repair and maintenance work, the Power User shall respond in writing to such request within a reasonable time. The Power Producer shall ensure that such repair and maintenance work shall be diligently conducted to completion and that such work shall not remain in a partly finished condition any longer than necessary. However, in case of emergency, involving danger to human life or property on the Site, the Power Producer shall have the right to carryout necessary repairs and maintenance work without obtaining the written approval of the Power User, but shall intimate the Power User as soon as practicable about the same.
- 8.3. The Power Producer shall be solely responsible, at its cost and expense, for the operation and maintenance of the Generating Facility as per the Good Utility Industry Practices, including without limitation the obligation to promptly make or pay (as may be determined by the Power User) for any repairs that may have to be carried on the Site to on account of the Power Producer's actions, including on account of its authorized representatives, at all times during the Term.
- 8.4. Cleaning the panels is in Power Producer's scope, subject to the Power User providing uninterrupted water supply and electricity for cleaning of the panels free of cost.
- 8.5. The Power Producer shall be permitted to assign the performance of certain obligations as contemplated under this Agreement, to third party contractors at its own discretion, in relation to the construction, installation and maintenance of the Solar Power Plants; also, the guarantee and warranty for all such work shall be that of the Power Producer. Producer will provide accident insurance to all contract personnel.
- 8.6. 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

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and the Power User's reasonable guidelines. Provided that the appointment of such contractors shall not relieve the Power Producer from its obligations under this Agreement.

9. PURCHASE PRICE OF POWER

9.1. The Power User shall pay the Power Producer for all the Units of power that are delivered at the Delivery Point by the Power User in accordance with the meter reading set out in the Solar Generation Meter (or, in the event of failure of the Main Solar Generation Meter, in the Back Up Meter).

9.2. The Purchase Price for any month will be determined as under:

Purchase Price = (Reading of units generated this month end – Reading of units generated in last month end)* agreed tariff rate as per Annexure A.

9.3. In addition to the above Tariff and interest payment due to delay in payment of Tariff (according to Clause 13.4 of this agreement), the Power Producer shall also collect any taxes or duties applicable to this transaction at that point in time. This may include any Electricity Duty, Cross Subsidy Surcharge (if applicable), and/or any other taxes duties or levies applied by the government at that point in time.

10. MEASUREMENT OF ENERGY

10.1. Installation of Energy Meters

- A. The Power Producer shall prior to the COD, at its own cost, install Main Meter and Back Up Meter at the Delivery Point to measure the power generated from the Generating Facility and these meters shall be in compliance with the norms set out by the Electricity Laws. The Power Producer shall be responsible for the maintenance and repair of the aforementioned meters.
- B. The electricity delivered to the Delivery Point shall be measured by the Main Meter (or the Back Up Meter if the Main Meter is not in service) and the number of Units so delivered during a Billable Month shall be used for computation of the Purchase Price in accordance with Clause 10.2. Main and Back Up meters will be installed on ACDB Panel.



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10.2. Reading and Correction of Meters

- A. The Power Producer shall record the Main Meter or the Back Up Meter, as the case may be, on the last day of every Billable Month, with prior intimation to the Power User so that the Power User may attend the recording of reading if so desired. If the Power User does not wish to attend the meter reading as per the intimation given by the Power Producer, the reading done by Power Producer will be binding on the Power User. The Power User shall be billed as per Clause 10 hereof based on the meter reading at the end of each Billable Month.
- B. In the event that the Main Meter is not in service as a result of maintenance, repairs or testing, then the Back Up Meter readings shall be used to calculate total power delivered by the Generating Facility at the Delivery Point.

10.3. Sealing and Maintenance of Meters

- A. The Main Meter and the Back Up Meters shall be jointly sealed by the representatives of the Power Producer and the Power User.
- B. When the Main Meter and/or the Back Up Meters and/or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer as soon as possible at its own cost.
- C. The Main Meter and the Back-Up Meter shall be calibrated once every 2(two) years.

10.4. Maintenance of Records

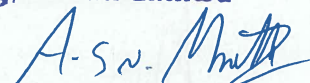
Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of administration of this Agreement and the operation of the Generating Facility. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Generating Facility on hourly, daily, monthly basis.


11. GUARANTEE

- A. The Power Producer will take all efforts reasonably possible in its capacity to maintain a minimum generation as per schedule 2, on pro rata basis. However, Power Producer will not be liable in case the minimum generation is still not achieved, in spite of taking all reasonably possible efforts.
- B. If the said minimum generation is not met under any other circumstance, the power producer will compensate power user with the difference in the "grid tariff

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applicable in the year of such shortfall, or Rs.4.35/-, whichever is less” and “solar tariff mentioned in Annexure A” for the difference in “units generated” and “units Expected to be generated as per Schedule 2” or Rs. 4.35/- per kWh

i.e.:

- c. (Grid tariff, applicable in the year of such shortfall, or Rs.4.35/-, whichever is less” minus “solar tariff mentioned in Annexure A”) multiplied by (“units Expected to be generated as per Schedule 2” or Rs.4.35/- per kWh, whichever is lower, minus “units generated”).
- d. Amounts due under the Guarantee penalty shall be subtracted from Invoice amounts due to the power producer under this agreement.
- e. a expected generation will be calculated on pro-rata basis.
- f. If the power Producer is not able to match minimum generation as per the schedule-2 because of Continuous bad weather, Grid failures, difference in supply voltages, in such cases Power producer will not be held liable.

12. METER READING AND BILLING PROCEDURE


12.1. Measurement and Energy Metering

- A. The Main Metering System at the Delivery Point shall be tested, maintained and owned by the Power Producer.
- B. The Power User has the right to install a check meter, at its cost, to verify the measurements of the Main Metering System. To be valid under this agreement, the Check Meter should be of equal or greater accuracy class to the Main Metering System. If the Power User's check meter shows a different measurement from the Main Metering System by +/- 2%, then the Inverter reading and Check Meter reading shall be examined, and the following will apply:
- C. If the difference between the Inverter reading and the Main Metering System reading is less than 2%, then the Main Metering System reading shall apply for that billing period;
- D. If the difference between the Inverter reading and the Main Metering System reading is greater than 2%, then the Check Meter reading shall apply for that billing period.



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Director


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E. If Check Meter is not installed by User and difference between Main Meter reading and Inverter reading is $> 2\%$, the Inverter reading will be considered for billing.

F. The risk and title to the Electricity supplied by the Power Producer shall pass to the Power User at the Delivery Point.

12.2. Metering Date will be the 1st of the English calendar month subsequent to the month in which the Electricity was generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

12.3. A Meter reading shall be the responsibility of the Power Producer. The Power User shall have full access to the Main Metering System, and to any data generated thereby.

13. BILLING, PAYMENT PROCEDURE AND PAYMENT SECURITY MECHANISM

13.1. Billing

A. The Power Producer shall prepare the invoice at the end of each Billable Month based on the Power delivered at the Delivery Point as per meter reading of the Main Meter noted in accordance with **Clause 9** hereof and shall submit a signed invoice for the Purchase Price to the Power User (Monthly Invoice).

B. The Monthly Invoice shall be sent by the Power Producer to the designated officer of the Power User within 5 to 7 days from the end of each Billable Month.

13.2. Payment Procedure

The Power User shall make payment (by cheque, RTGS or demand draft) of the Purchase Price stated in the Monthly Invoice, to VYOMAA Energy Pvt. Ltd., (registered office) within a period of 15 (fifteen) days from the date of receipt of the Monthly Invoice by the Power User (Due Date of Payment). Power Producer shall submit the Bank details with Invoice.

13.3. Payment Dispute

A. In the event, the Power User has any dispute with regard to the Monthly Invoice, it shall pay the undisputed amount of the invoice prior to the Due Date of Payment and shall simultaneously issue a notice of the disputed amount to the Power Producer. The notice of disputed amount shall set out

- a. the details of the disputed amount
- b. its estimate of what the correct amount should be, and
- c. written material, if any, in support of its claim. If the Power Producer agrees to the claim raised in the dispute notice issued pursuant to this Clause, the Power Producer shall revise such Monthly Invoice within 7 (seven) days of receiving such notice. If the Power Producer does not agree to the claim raised in the dispute notice issued pursuant to this Clause, it shall, within 7 (seven) days of receiving the dispute notice, furnish a notice to the Power User providing
 - (i) reasons for its disagreement,
 - (ii) its estimate of what the correct amount should be; and
 - (iii) all written material in support of its counterclaim.

B. Upon receipt of notice of disagreement from the Power Producer as above mentioned, the authorized representative(s) of each Party shall meet and make best endeavors to amicably resolve such dispute within 20 (twenty) days of receipt of such notice of disagreement by the Power User.

13.4. Payment Delay or Default

Late payments of undisputed Purchase Price, after the Due Date of Payment, (being 15 days from the issue of invoice or the due date as mentioned in the invoice, whichever is later), shall carry interest at rate of 12% (Twelve percent) per annum on the unpaid Purchase Price, calculated for the period of delay expressed in number of days from the expiry of the Due Date of Payment, till the recovery of all dues including interest on delayed payment by the Power Producer.

13.5. Bank Guarantee

Within Forty five days of signing this Agreement, the Power User shall be obliged to submit to the Power Producer a sum of **Rs.48,00,000/- (Rupees Forty Eight Lac only)**, as guarantee of payment for a 12-month period, in the form of a Bank Guarantee from Canara Bank/Any Nationalized Bank Belagavi. The calculation is shown as follows:

12 months power generation (in units) multiplied by cost per unit

i. e. ,

12,99,600 units x ₹ 3.7 per unit = Rs. 48,00,000-00 (Approx)

For Vyomaa Energy Private Limited

A.S.N. Muth
Director

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The Rolling Bank Guarantee of 01 year shall be for the period of contract starting from the actual COD. The Power Producer shall be entitled to invoke such Bank Guarantee for its full face-value or part thereof, in case of Power User Event of a Default or any non-fulfillment of its obligations by the Power User under this agreement. Upon such Bank Guarantee being fully or partly invoked by the Power Producer during the term of this Agreement, the Power User 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 Power User 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 one year, if no Power User Event of Default exists, the Power Producer will return to the Power User such Bank Guarantee within a period thirty (30) days

14. ENVIRONMENTAL INCENTIVES

- 14.1. All benefits which will accrue from generation of solar power by the Generating Facility will be availed of by the Power Producer for the purpose of environmental and other incentives available for the generation of renewable energy.
- 14.2. The Power User will get the benefit of net-metering as and when it is started by the local DISCOM.

15. DISPUTE RESOLUTION AND GOVERNING LAW

DISPUTE RESOLUTION

- 15.1. The Parties shall endeavor to settle any Dispute through friendly consultations and negotiations amongst the senior corporate management of both Parties.
- 15.2. If no settlement can be reached through consultations of the senior corporate management of the Parties within [thirty (30)] days of the Dispute, either Party may, by delivering a notice of the Dispute to the other Party, refer such matter to be settled by arbitration.
- 15.3. The Dispute shall be referred to and finally resolved by arbitration under the Arbitration & Conciliation Act, 1996 and Rules framed there under with all its statutory amendments for the time being in force. The award shall be final and binding and may be forced in any appropriate jurisdiction.



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For Vyomaa Energy Private Limited

A. S. N. Muthu
Director

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- 15.4. The arbitration shall be by a Sole Arbitrator to be nominated mutually by the parties.
- 15.5. The seat or legal place of the arbitration shall be Karnataka.
- 15.6. The language to be used in the arbitration shall be English.
- 15.7. Nothing contained in this **Clause 12** shall prevent either Party from moving a competent court for interim measures.

16. NOTICE

- 16.1. Any notice or other communication to be given or made under this Agreement shall be in writing and in the English language. Any such communication may be delivered by hand, airmail, facsimile, email or established courier service to the Party's address specified below or at such other address as such Party notifies to the other Party from time to time.
- 16.2. The addresses of the Parties for receipt of notices are as follows

POWER PRODUCER:

The Director

Vyomaa energy Pvt. Ltd.

Address: Plot No: 50. R.S No 34, Opp GSL Medical College, Rajanagaram, East Godavari District, Andhra Pradesh, India, PIN 533294

Email: solar@vyomaa.com / murthy@vyomaa.com

Attn: A.S.N. Murthy

POWER USER:

The Principal

Jawaharlal Nehru Medical College

Address: Nehru Nagar, Belagavi - 590010

Email: enggjnmc@gmail.com / principal@jnmc.edu

Attn: Dr (Mrs) Niranjana Shambulingappa Mahanatashetti

- 16.3. The Parties may by a written notice, change the address to which such communications are to be delivered or mailed.
- 16.4. Notices provided herein shall be deemed to be duly given or made and to have

For Vyomaa Energy Private Limited

A.S.N. Murthy
Director

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become effective upon delivery. The Parties agree that with respect to proving service, it will be sufficient to show that the notice was duly delivered/ dispatched to the correct address by registered post A.D. In respect of the copy, which is required to be sent by facsimile, it will be sufficient to show that it was duly transmitted to and received in full at the current facsimile number of the relevant Party and in respect of copy sent by email, it will be sufficient to show that the notice was dispatched from the sender's outbox and that the sender has not received any automatic notification that the email could not be delivered.

17. INSURANCES

- 17.1. The Power Producer shall procure and maintain during the Term, insurances in respect of the Generating Facility and the equipment of the Power Producer against such risks, with such deductibles and with such endorsements and co-insured(s), which the Good Utility Industry Practices would ordinarily merit maintenance of. In addition, the Power Producer shall procure and maintain during the Term, insurance for the Power Producer's Personnel that will be engaged in setting up, operating and maintaining the Generating Facility.
- 17.2. Notwithstanding anything contained herein to the contrary, any loss, damage, liability, payment, obligation or expense which is insured or for which the Power Producer can claim compensation, under any insurance shall not be charged to or payable by the Power User. Power User should not have any obligation to pay compensation for any damage etc. caused to the assets of the Power Producer situated at the Power User's premises, unless such damages have been caused deliberately by the Power User or due to any of its business activities.

18. FORCE MAJEURE

- 18.1. Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in the Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would

have arisen, even if the Force Majeure Event had not occurred (in which case this **Clause 15** would not apply to that extent).

- 18.2.** Upon the occurrence of a Force Majeure Event, the affected Party claiming that, it has been rendered unable to perform any of its material obligations under this Agreement, shall notify the other Party in writing as soon as practicable and in any event within 10 (ten) days after the date on which the affected Party knew or should have reasonably known of the commencement or occurrence of such event, giving the particulars and satisfactory evidence in support of claim. Upon cessation of such Force Majeure Event, the affected Party shall 24 (twenty-four) hours of its cessation, intimate the other Party of such cessation.
- 18.3.** The Power Producer shall at all times take all reasonable steps within their respective powers and consistent with Good Utility Industry Practices (but without incurring unreasonable additional costs) to:
- (a) prevent Force Majeure Events affecting the performance of the Power Producer's obligations under this Agreement;
 - (b) mitigate the effect of any Force Majeure Event; and
 - (c) comply with its obligations under this Agreement.

19. EVENTS OF DEFAULT

19.1. Power Producer Events of Default

- A. The occurrence of the following events shall be deemed a default and the failure of the Power Producer to cure such default within a period of 90 (ninety) days from being notified of the same by the Power User shall be construed as a **"Power Producer Event of Default"**:
- B. breach of any of the material provisions of this Agreement;
- C. any of the representations and warranties made by the Power Producer in this Agreement proving to be untrue or inaccurate;
- D. the Power Producer
- a. becoming voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 90 (ninety) days, or
 - b. any winding up or bankruptcy or insolvency order being passed against the Power Producer, or



For Vyomaa Energy Private Limited

A.S.N. Murthy
Director

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- c. the Power Producer going into liquidation or dissolution or has a receiver, or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Applicable Law;
- E. the Power Producer
 - a. assigning or purporting to assign any of its assets or rights in violation of this Agreement,
 - b. transferring any of its rights and/or obligations under this Agreement, other than in accordance with **Clause 25.12**, and
 - c. carrying on any other activity other than those required in relation to the Generating Facility, at the Site.

19.2. Power User Event of Default


The occurrence of the following events shall be deemed a default and the failure of the Power User to cure such default within a period of 90 (ninety) days from being notified of the same by the Power Producer shall be construed as a "**Power User Event of Default**":

- A. breach of any material provisions of this Agreement including failure to grant access to the Designated Area in accordance with Clause 3 above;
- B. if the undisputed Purchase Price for a period of 2 (two) consecutive months is in arrears for a period of 1 (one) month;
- C. tampering with the system which results in non-delivery or partial delivery of the power at Delivery Point;
- D. the Power User
 - a. becoming voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 90 (ninety) days, or
 - b. any winding up or bankruptcy or insolvency order being passed against the Power User, or
 - c. the Power User going into liquidation or dissolution or has a receiver, or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Applicable Law.

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For Vyoma Energy Private Limited


Director


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20. TERMINATION

20.1. Termination Before Commissioning

- (a) Prior to the Commissioning Date, if the Power User chooses to terminate the Agreement, it could do so by sending a Notice of Termination to the Power Producer, in writing. Upon the submission of a Notice of Termination as described herein and upon payment of the Early Termination Payment described in **Clause (b)**, this Agreement shall stand terminated
- (b) Early Termination Payment: If the Agreement is terminated by the Power User under Article 21.1, the Power User shall make an Early Termination Payment to the Power Producer which will be a sum of
- (i) Cost of Buying Generation facility as shown in Annexure B proportionate to the actual percentage completion of the project till the time of Early termination; and,
- (ii) If the agreement is terminated by Power User within 30 days of signing of this agreement, the Power User will pay Rs. 5 Lakhs plus taxes applicable, to the Power Producer as penalty for early termination; whereas, if the said termination is made after 30 days of signing of this agreement, the Power User will pay Rs. 10 Lakhs plus taxes applicable, to the Power Producer as penalty.
- (c) If the agreement is terminated by Power Producer after 30 days of signing of this agreement, the Power producer will pay Rs. 5 Lakhs plus taxes applicable to the Power User as penalty for early termination.

20.2. Termination post commissioning:

- A. This Agreement shall come into effect on the Effective Date and shall remain valid until Expiry Date unless it has been terminated earlier pursuant to this **Clause 20**.
- B. On the Expiry Date, this Agreement shall, automatically terminate, unless mutually extended by the Parties for such further period and on such terms and conditions as may be mutually agreed, at least 4(four)months prior to the Expiry Date.
- C. This Agreement may be terminated prior to the Expiry Date if the Power Producer and Power User mutually agree in writing.

For Vyomaa Energy Private Limited

A. S. N. Mittal
Director

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- D. This Agreement may be terminated by the Power User by issuing a 30(thirty) days' notice of termination, upon occurrence of a Power Producer Event of Default.
- E. This Agreement may be terminated by the Power Producer by issuing a 30 (thirty) days' notice of termination, upon occurrence of a Power User Event of Default.
- F. This Agreement may be terminated in accordance **with Clauses 20.3 or 22.3** hereof.

20.3. Termination by the Power User

- A. In the event the Power User terminates this Agreement due to a Power Producer Event of Default or a Change in Law, the Power Producer shall ensure that the Generating Facility and all other equipment of the Power Producer is removed from the Site as soon as practicable but in any event no later than 3 months from the date of termination without causing any damage to the Site. The Power User shall, in such an event, grant access to the personnel of the Power Producer for removing of the Generating Facility and all other equipment of the Power Producer from the Site.
- B. Alternatively, the Power User can buy out the plant from the Power Producer as per the value defined in Annexure B. If the buyout price is not mentioned in the Annexure B for the respective year in which such procedure is initiated the price will be used for the next respective year foregoing till such price is mentioned.

20.4. The provisions of these **Clauses 20.1, 20.2, 20.3, 20.4 and related clauses** shall survive the termination of this Agreement.

21. ACCRUED RIGHTS AND LIABILITIES

- 21.1.** The expiry or termination of this Agreement shall not affect the accrued rights and obligations of the Parties under this Agreement including payment of relevant sums that may be due to either of the Parties nor shall it affect any of the continuing obligations for which this Agreement provides, either expressly or by necessary implication, for its survival, post its expiry or termination including the right of Power Producer to enter the site for removal of the Generating Facility under Clause 21.2, indemnity obligations contained under **Clause 24** hereof and the provisions of dispute resolution contained in **Clause 15** hereof.

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For Vyomaa Energy Private Limited

A. S. N. Muthu
Director

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21.2. Upon termination of this Agreement for a Power Producer Event of Default, the Power Producer shall ensure that the Generating Facility and all other equipment of the Power Producer is removed from the Site as soon as practicable but in any event no later than 3 months from the date of termination (Removal Period). During the Removal Period, the Power User shall grant access to the Service Personnel for the purposes of removal of the Generating Facility and all other equipment of the Power Producer from the Site.

21.3. The provisions of **Clauses 21.1, 21.2, 21.3 and related clauses** shall survive the termination of this Agreement.

22. ALIENATION OF THE SITE BY THE POWERUSER

22.1. In the event that the Power User intends to Transfer the Site or the Property [or any part thereof] during the Term of this Agreement, the Power User shall send the Power Producer notice of its intention to execute such Transfer within 5 (five) days of the Power User and the purchaser of such property having entered into definitive documents to affect the transfer (Transfer Notice).

22.2. The Power User must ensure that the new Power User must purchase the generating facility as per the price defined in Annexure A.

22.3. Upon the purchase of the Generating Facility by the new Power User in accordance with **Clause 22.2** above, the Agreement will stand terminated.

23. PUBLICITY

The Parties agree to allow each party to generate and avail favorable publicity regarding the Generating Facility and their association with it. However, no big hoardings by Power Producer shall be permitted to be installed at the Site.

24. INDEMNITY

Each Party (**Indemnifying Party**) shall indemnify and hold the other Party harmless against any and all liabilities, losses, damages, claims, actions, proceedings, judgments, costs and expenses or the like in relation to or arising from any breach of any representation, warranty, covenant or agreement made or obligation required to be

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for Vyoma Energy

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performed by the Indemnifying Party pursuant to this Agreement.

25. MISCELLANEOUS

25.1. Severability

If any 1 (one) or more of the provisions contained in this Agreement are or becomes invalid, illegal, prohibited or unenforceable in any respect, the validity, legality, prohibition and enforceability of the remaining provisions will not in any way be affected, invalidated or impaired thereby, and the Power Producer shall enter into good faith negotiations with the Power User to replace the invalid, illegal or unenforceable provisions.

25.2. Execution and Delivery of Instruments

Each Party shall, at any time and from time to time upon the written request of any other Party promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as such other Party may reasonably deem necessary or desirable in obtaining the full benefits of this Agreement and of the rights herein granted and do or procure to be done each and every act or thing which such other Party may from time to time reasonably require to be done for the purpose of enforcing such other Party's rights under this Agreement.

25.3. Counterparts

This Agreement may be executed in 1 (one) or more counterparts, and when executed and delivered by the Parties, shall constitute a single binding agreement.

25.4. Agency


Unless specifically prohibited, the Parties shall be free to employ agents to perform their obligations under this Agreement (other than the obligations to make payment to the Power Producer against invoices for Electricity), so long as they remain primarily liable for the due performance of this Agreement.

25.5. Confidentiality

The Parties shall, on a confidential basis, at all times provide to each other such

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For Vyomaa Energy Private Limited


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information as is available and is necessary or useful to enable the other Party to perform its obligations under this Agreement. Either Party may, however, use or disclose confidential information to a third party to the extent necessary for the performance of and control of the financing, construction, and operation of the Generating Facility, subject to a prior written consent from the other Party provided that either Party may disclose any such confidential information without the consent of the other Party to a relevant government agency, if it is mandatory for statutory compliance.

25.6. Amendment

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

25.7. No Waiver

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any prior, concurrent or subsequent breach of that or any other provision hereof.

25.8. Relationship of the Parties

This Agreement shall not be interpreted or construed to be or create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of, or to otherwise bind, the other Party.

25.9. Change in Law

In the event of a Change in Law, the Parties shall take all steps that may be reasonably required to comply with such Change in Law, including extension of time to

For Vyoma Energy Private Limited

A. S. Mittal
Director


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compensate for any delay in the commissioning of the Generating Facility due to such Change in Law. If Change in Law imposes additional financial burden on the Power Producer and he has to comply with the same. The Power User will not held responsible.

25.10. Entirety

This Agreement and the schedules and annexure hereto are intended by the Parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their Agreement. All written or oral understandings, offers, or other communications of every kind pertaining to this Agreement by the Power Producer and Power User, prior to the Effective Date, are abrogated and withdrawn.

25.11. Successors

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors office and permitted assigns.

25.12. Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them under law, equity or otherwise, and the exercise or non- exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

25.13. ASSIGNMENT AND NOVATION (Post COD)


The Power Producer can exercise right of assignment or ovation only after date of commissioning (COD)

Assignment

- A. Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment less or or other financing party("Assignment"), with the consent of the Power User. The Power User shall not unreasonably withhold such consent, provided that the Power Purchaser shall ensure that the assignee shall continue to provide

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services as agreed under this Agreement without any change in the terms hereof. Despite such assignment, the Power Producer as well as the party to whom the benefits under this contract are assigned, shall remain jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Power User agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer, unless otherwise specified by the latter.

B. The Power **Producer** shall not be entitled to sell the Solar Power Plant without prior written consent of the Power User. The Power **Producer** shall ensure that the purchaser shall continue to provide services directly as agreed under this Agreement without any change in the terms hereof. Despite such sale, the Power Producer as well as the party to whom the Solar Power Plant is being sold, shall remain jointly and severally responsible for performing the obligations under this contract. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies, subject to an express undertaking that the Power Producer shall remain responsible for performing the obligations under this contract and shall be held liable by the Power User for any deficiency in service.

C. Power User may assign its rights under this Agreement, to an Affiliate or any successor in interest to Power User, whether by way of merger, reorganization or sale of assets (including any sale of a line of business), with the consent of the Power Producer. The Power Producer shall not unreasonably withhold such consent, provided that the Power User shall ensure that the assignee shall continue to provide services as agreed under this Agreement without any change in the terms hereof. Despite such assignment, the Power User as well as the party to whom the benefits under this contract are assigned, shall remain jointly and severally responsible for performing the obligations under this contract. This Agreement shall inure to the benefit of and be binding upon Power User and its successors or assigns. This will not affect Power User rights to acquire the Solar System at the end of the agreement term.

Novation

The Parties agree and acknowledge that the Power Producer intends to novate the Agreement to a financing party and has the right to transfer any or all of its rights and obligations under this Agreement to a financing party or any other third party ("**New Party**"), with the consent of the Power User. The Power User shall not unreasonably

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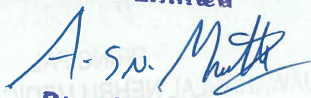
withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement, however, in case of deficiency of service the Power Producer shall continue to remain liable and responsible to compensate the Power User. Further, the Power User hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Power User shall indicate its consent or non-consent, and upon indicating its consent, the Power User shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party.


25.14. Taxes and Duties

- A. The Power Producer shall be responsible for any and all income taxes associated with payments from the Power User to it for electric energy from the Generating Facility. The Power Producer, as owner of the Generating Facility, shall be entitled to all Tax Attributes with respect to the Generating Facility.
- B. The Power Producer shall be responsible for all taxes, duties, fees and charges, including electricity duty and cross subsidy surcharge imposed or authorized by any Governmental Authority after the commissioning of the Generating Facility on the sale of electric energy by the Power Producer to the Power User. The Power Producer shall timely report, make filings for, and pay any and all such taxes, duties, fees, and charges assessed directly against it and shall reimburse the Power User for any and all such taxes, duties, fees, and charges assessed against and paid by the Power User. Any new Taxes levied on the consumption of such electricity shall be the sole responsibility of the Power User as over and above the tariff specified in Annexure A.
- C. The Power User shall be responsible for all property taxes levied against the Site, improvements thereto and personal property located thereon, except that the Power Producer shall be responsible for any property taxes levied against the Generating Facility. If the Power User is assessed any taxes related to the existence of the Generating Facility on the Site, the Power User shall immediately notify the Power Producer. The Power User and the Power Producer shall cooperate in contesting any such assessment; provided, however, that the Power User shall pay such taxes to avoid any penalties or interest on such taxes,

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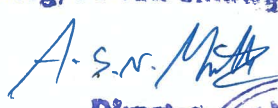




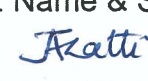
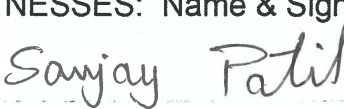
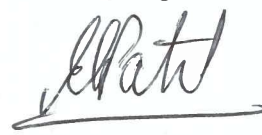

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subject to reimbursement by the Power Producer. If after resolution of the matter, such tax is imposed upon the Power User related to the improvement of real property by the existence of the Generating Facility on the Site, the Power Producer shall reimburse the Power User for such tax.

IN WITNESS, therefore, the Parties hereto have executed and delivered this Agreement at on the date first written above.

<p>FOR AND ON BEHALF OF THE POWER PRODUCER, VYOMAA ENERGY PVT. LTD., <i>Vyomaa Energy Private Limited</i>  Director A.S.N. MURTHY Designation: Director Seal & Sign </p>	<p>FOR AND ON BEHALF OF THE POWER USER, Jawaharlal Nehru Medical College,  PRINCIPAL JAWAHARLAL NEHRU MEDICAL COLLEGE BELAGAVI Dr. (Mrs) Niranjana Shambulingappa Mahantashetty Designation: Principal Seal & Sign </p>
<p>WITNESSES: Name & Sign 1  Shivesh Singh</p>	<p>WITNESSES: Name & Sign 1  LEGAL OFFICER KLE ACADEMY OF HIGHER EDUCATION AND RESEARCH BELAGAVI.</p>
<p>WITNESSES: Name & Sign 2  </p>	<p>WITNESSES: Name & Sign 2  EXECUTIVE ENGINEER, KAHER, BELAGAVI</p>



ATTESTED


Shri R. G. Joshi
 B.A., LL.B.
 ADVOCATE & NOTARY
 2576-A, Shanivar Khoot,
 BELGAUM. © 460432
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13 MAR 2021

For Vyomaa Energy Private Limited


Director


PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

The Authorized Seal of the Power User has been affixed pursuant to the resolution passed by the board of directors of the company at its meeting held on hereunto affixed in the presence of, (Company Secretary/Authorized officer/CFO), who has signed these presents in token thereof.

The Common Seal of the Power Producer has been affixed pursuant to the resolution passed by the board of directors of the company at its meeting held on hereunto affixed in the presence of, (Company Secretary/Authorized officer), who has signed these presents in token thereof.

LEGAL OFFICER
KLE ACADEMY OF HIGHER
EDUCATION AND RESEARCH
BELAGAVI

EXECUTIVE ENGINEER
KAHER, BELAGAVI



For Vyomaa Energy Private Limited

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A. S. N. Math
Director

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PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

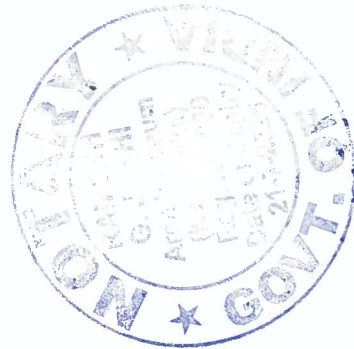
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

Schedule 1

Description of the Site

950 kW Capacity

Address of Site:



For Vyoma Energy Private Limited

A.S.N. Muthu
Director

M. S. ...
PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

Schedule 2

Expected Generation for 950 KWP Solar Plant

Year	Average Solar generation per year (in kWh or units)
1 st	12,99,600
2 nd	12,60,612
3 rd	12,52,418
4 th	12,44,277
5 th	12,36,190
6 th	12,28,154
7 th	12,20,171
8 th	12,12,240
9 th	12,04,361
10 th	11,96,532
11 th	11,88,755
12 th	11,81,028
13 th	11,73,351
14 th	11,65,724
15 th	11,58,147
16 th	11,50,619
17 th	11,43,140
18 th	11,35,710
19 th	11,28,328
20 th	11,20,994
21 st	11,13,707
22 nd	11,06,468
23 rd	10,99,276
24 th	10,92,131
25 th	10,85,032



For Vyomaa Energy

A.S.N. Mutha
Director

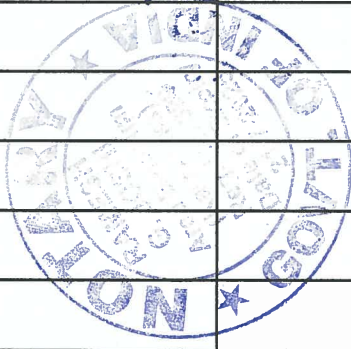
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PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELACAVI

PRINCIPAL
 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELACAVI

Annexure A SOLAR POWER TARIFF FOR PPA

Year	Tariff Rate (INR / kWh)
1 st year post COD	Flat Rs.3.70/-
2 nd year post COD	Flat Rs.3.70/-
3 rd year post COD	Flat Rs.3.70/-
4 th year post COD	Flat Rs.3.70/-
5 th year post COD	Flat Rs.3.70/-
6 th year post COD	Flat Rs.3.70/-
7 th year post COD	Flat Rs.3.70/-
8 th year post COD	Flat Rs.3.70/-
9 th year post COD	Flat Rs.3.70/-
10 th year post COD	Flat Rs.3.70/-
11 th year post COD	Flat Rs.3.70/-
12 th year post COD	Flat Rs.3.70/-
13 th year post COD	Flat Rs.3.70/-
14 th year post COD	Flat Rs.3.70/-
15 th year post COD	Flat Rs.3.70/-
16 th year post COD	Flat Rs.3.70/-
17 th year post COD	Flat Rs.3.70/-
18 th year post COD	Flat Rs.3.70/-
19 th year post COD	Flat Rs.3.70/-
20 th year post COD	Flat Rs.3.70/-
21 st year post COD	Flat Rs.3.70/-
22 nd year post COD	Flat Rs.3.70/-
23 rd year post COD	Flat Rs.3.70/-
24 th year post COD	Flat Rs.3.70/-
25 th year post COD	Flat Rs.3.70/-



For Vyomaa Energy Private Limited

A.S.N. M
Director

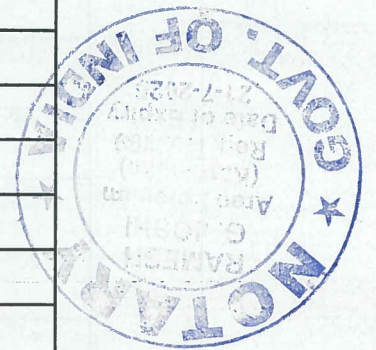
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PRINCIPAL
JAWAHARLAL NEHRU MEDICAL COLLEGE
BELAGAVI

Annexure B

COST FOR BUYING GENERATING FACILITY OF 950KW

(to be calculated on pro rata basis)

Year Post COD	Rate (INR lakhs)
0 th	360.00
1 st	351.40
2 nd	342.60
3 rd	333.90
4 th	325.00
5 th	316.00
6 th	306.90
7 th	297.60
8 th	288.00
9 th	278.20
10 th	268.00
11 th	257.50
12 th	246.40
13 th	234.80
14 th	222.50
15 th	209.50
16 th	195.60
17 th	180.60
18 th	164.50
19 th	147.00
20 th	128.00
21 st	107.10
22 nd	84.20
23 rd	59.00
24 th	31.10
25 th	-



For Vyoma Energy Private Limited

A.S.N. [Signature]
Director

PRINCIPAL
 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI

[Signature]

**PRINCIPAL
 JAWAHARLAL NEHRU MEDICAL COLLEGE
 BELAGAVI**