# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

सत्यमेव जयते

| | | |
|---|---|---|
| Certificate No. | : | IN-DL27714469877059P |
| Certificate Issued Date | : | 06-Sep-2017 07:07 PM |
| Account Reference | : | IMPACC (IV)/ dl942203/ DELHI/ DL-DLH |
| Unique Doc. Reference | : | SUBIN-DLDL94220356964032934111P |
| Purchased by | : | CENTAURUS GREEN ENERGY PRIVATE LIMITED |
| Description of Document | : | Article Others |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | CENTAURUS GREEN ENERGY PRIVATE LIMITED |
| Second Party | : | Not Applicable |
| Stamp Duty Paid By | : | CENTAURUS GREEN ENERGY PRIVATE LIMITED |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |

----------Please write or type below this line----------

This Power Purchase Agreement is executed on 30th day of September, 2017 at Ghaziabad, UP

Between

**Secretary, Sh. Kunj Behari Lal Charitable Trust**

AND

M/s **Centaurus Green Energy Private Limited** (CIN No.U40300DL2017PTC320124), a company incorporated under the Companies Act, 1956 having its registered office at 626, 6th Floor, Tower A, DLF Tower, Jasola, New Delhi-110025(hereinafter referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns).

For Sh. Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid
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.

The **Secretary, Sh. Kunj Behari Lal Charitable Trust** and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

A. The Power Producer has been notified as successful bidder by Solar Energy Corporation of India ("SECI") for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 250 kW Rooftop Solar PV System at (building name)" (Project) and as per Technical Specification & other details of RFS No SECI/Cont./01/2016/500/9902 dated: 27-10-2016

B. The Power Producer is engaged in the business of building and operating power plants, including grid connected rooftop power projects.

C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of 250 kW capacity at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.

D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of-the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

**1. Definitions and Interpretation**

**1.1 Definitions**

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires, the following words and phrases shall be defined as follows:

(a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 52;

(b) "Affiliate" means with respect to any specified Person, any other Person. directly or indirectly controlling, controlled by or under common control with such specified Person')

(c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in

Secretary

Authorised Signatory

writing by the Parties from time to time.

(d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statue, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof 1:4 such Governmental Authority.

(e) "Assignment" has the meaning set forth in Section 14.1:

(f) "Business Day" means any day other than Sunday or any other day on which banks in Delhi are required or authorized by Applicable Law to be closed for business:

(g) "Commercial Operation Date" has the meaning set forth in Section 4 3(b)

(h) NOT USED

(i) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgments, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:

(j) NOT USED

(k) "Deemed Generation" has the meaning set forth in Section 5.3 (c)

(l) "Delivery Point". shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.

(m) "Dispute" has the meaning set forth in Section 17.7 (b);

(n) "Disruption Period" has the meaning set forth in Section 5.3 (c)

(o) "Distribution Utility" means the local 'electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;.

(p) "Due Date" has the meaning set forth. in Section 7.4;

(q) "Effective Date" has the meaning set forth in Section 2

(r) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

For [illegible] Trust

Secretary

Power Payments to be made through the end of the applicable Term, as reasonably determined by. the Power Producer in accordance with Section 7.1

(s) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

(t) "Force Majeure Event" has the meaning set forth in Section 11.1

(u) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.

(v) "Governmental Authority" means any central; state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

(w) Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.

(x) "Insolvency Event" means with respect to a Party, that either

(i) Such party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law;

(E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.

(y) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.

For Kunj Behari Lal Charitable Trust
Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.
Authorised Signatory

(z) "Invoice Date has the meaning set forth in Section 7.2.

(aa) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)

(bb) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.

(cc) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is 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.

(dd) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.

(ee) "Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. PR=(Measured output in kW / Installed plant capacity in kW* 1000 $W/m^2$ /Measured radiation intensity in $W/m^2$)

(ff) "Person" means an individual, partnership, corporation, .limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

(gg) "Power Producer Default" has the meaning set forth in Section 12.1 (a).

(hh) "Power Producer Indemnified has the meaning set forth in Section 16.2.

(ii) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirely of any and underlying real property located at the address described in Schedule 1 to this Agreement.

(jj) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.

(kk) "Purchase Price" means the fee payable Purchaser to the Power Producer under the circumstances described in Section 3.2

(ll) "Purchaser Default" has the meaning set forth in Section 12.2 (a).

(mm) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.1

(nn) "Representative" has the meaning forth in Section 15.1

For Kum... Trust
Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

(oo) "Scheduled Complete Date" has the meaning set forth in Section 4.1(g)

(pp) "NOT USED"

(qq) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by-the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in-accordance with the terms and conditions contained in the said Schedule.

(rr) "Solar Power" means the supply of electrical energy output from the System.

(ss) "Solar Power Payment" has the meaning set forth in Section 7.1.

(tt) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.

(uu) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirement herein.

(vv) "Tariff" means the price per kWh set forth in Schedule II hereto.

(ww) "Term" has the meaning set forth in Section 3.1:

(xx) "NOT USED"

**1.2 Interpretation**

(a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

(b) In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

**2. Effective Date**

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

**3. Terms and Termination**

**3.1 Term**

For Kunj Behari Lal Charitable Trust

Trustee

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless

and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2 **Purchase Option**/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has -the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power,. Producer of Purchaser's intent to exercise .its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to. the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer' its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 **NOT USED**

3.4 **Conditions of the Agreement prior to installation**

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install' the System at the Premises.

(b) The Power Producer has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation,

For Kunj Behari Lal Charitable Trust

For CENTAURUS OPPORTUNITY PVT. LTD.

Authorised Signatory

operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)

## 4 Construction, Installation, Testing and Commissioning of the System.

### 4.1 Installation Work

a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RFS No SECI/Cont./01/2016/500/9902 dated: 27-10-2016 and the sanction letter issued by SECI. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 250 kW Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing, In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.

d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.

e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed

(c) carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.

For Kerry ... Trust

Secretary

For SENTACRUS GREEN ENERGY PVT. LTD.

Authorised Signatory

f) The Power Producer shall, within fifteen (15) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 days from the submission of the drawings: If the Purchaser has any objection/'recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10). days of 'the date of submission. of the Shop Drawings. Any delay Will extend the Effective Date and such approval shall not be unreasonably withheld.

g) Subject to any punch-list items which shall be agreed by the. Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within 4 months from the Effective Date ("Scheduled Completion Date"). Any delays on account of the Purchaser that may cause hindrance or delay in execution of the Project shall not be included in the set period of 4 months. Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to SECI genuine pre-estimated liquidated damages for the delay in. such commencement of supply of Solar Power as per the clause of the SECI RFS appended as Schedule VI to this Agreement.

i) The power producer shall provide the sufficient power load against the solar power generation by the power producer during the validity of the agreement.

j) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

**4.2 Approvals and Permits**

Each of the Parties shall assist the other Party in. obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to. any applicable CCR.

**4.3 System Acceptance Testing**

(a) The Power Producer shall give 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

(b) If the results of such testing indicate that the System is capable of generating electric energy (at full rated KWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send' a Written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of. Power at Delivery Point shall be. the "Commercial Operation Dated"

## 5 System Operations

5.1 The Power Producer as Owner and Operator: The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or 'maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser except solar power plant. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors standard rates. Standards rates and charges may be taken from market for comparisons by the power purchaser.

### 5.2 Metering

(a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.

(b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

meter reading Report shall be final and binding on the Parties.

(c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer- In case of malfunctioning of main metering system at delivery point, deemed generation shall be paid upto 3 days only, and after that no payment shall be made till meter is replaced by new one or repaired.

(d) The Power Producer shall connect the Solar output to the existing system as per the requirements of Discom

(e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

(f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

(g) Power Producer shall be responsible for transformer etc. "if required" & metering as per clause 23 of RFS no. (RFS No SECI/Cont./01/2016/500/9902 dated: 27-10-2016 )

5.3 System Disruptions

(a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.

(b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.

(c) Roof Repair and other System Disruptions In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act" ) result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LT

assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose .of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation)., Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6 **Delivery of Solar Power**

6.1 Purchaser Requirement: Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.

b) In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation till the issue is finally settled.

For Kunj Behari Lal [illegible] Trust

Secretary

Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as

For CENTAURUS GREEN ENERGY PVT. L

determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule IV hereof.

6.3 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case 'of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any 'interruption in service to the Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

6.4 **VOID**

## 7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment ( the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in Schedule - II, the Tariff will be equal to Rs.4.00 levelized tariff as per SECI allocations.

The 'year' Considered shall be the financial year which April 1st to 31st March of every year as per SECI Schedule II provides a detailed year on year tariff schedule.

7.2 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall -include production only through the Expiration Date of

For Kunj Behari Lal ... Trust
For CENTAURUS GREEN ENERGY PVT. LTD.

this Agreement.

7.3 The invoice to the purchaser shall include.

(a) The Solar Power calculations for the relevant billing period.

(b) Supporting data, documents and calculations in accordance with this Agreement.

7.4 Time of payment Purchaser shall pay all amounts due hereunder within 21 days after the date of the receipt of the invoice via email or post ("Due Date").

7.5 Method of payment Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer only in immediately available funds to the' account designated by the Power Producer from time to time. The current account details are mentioned in Annexure 1. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.6 Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a later payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 1.25% per month ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rests. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice. If the Purchaser pays within 10 working days (as against credit of 21 days available to him), then an early payment discount of 0.5% of the invoice value can be deducted by the Purchaser while making such early payment.

For Kunj Behari Lal [illegible] Trust

Secretary

7.7 Disputed Payments: In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of

For [illegible] ENERGY PVT. LTD.

Authorised Signatory

the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Purchaser and Power Producer, If the dispute is still-not resolved by. the next following invoice if shall be 'referred •to Arbitration as provided in the present

Agreement.

7.8 Not used

**7.9 Change in Law:**

(a) For the Purpose of this section 7.9, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.

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

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

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

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

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

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

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

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

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

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

While determining the consequence of Change in Law under this Article 7.9, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such Change. In Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.9, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

(c) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

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

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

## 8 General Covenants

### 8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

(a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) System Condition: The Power Producer shall take all actions reasonably

For Kunj Behari Lal [illegible] Trust
Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.
Authorised Signatory

necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer 'shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

(c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

(d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations

(e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's .as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

(f) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining-to the health and safety of persons and real and personal property.

**8.2 Power Producer's Representatives**

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

For Kunj B... Trust

...tary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

Name: Anjit Kumar
Telephone: 9050508866
Email: anjit.kumar@jakson.com

Name: Vaibhav Singhal
Telephone: 9412227430
Email: vaibhav.singhal@jakson.com

**8.3 Purchaser's Covenants**

Purchaser covenants and agrees to the following:

(a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the- Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.

(c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those requited for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.

(d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser.

For Kunj Behari Lal Charitable Trust
Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.
Authorised Signatory

Photo ids. will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.

(e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. Inspite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall he paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Severity level and period offered can be referred to in Annexure 2. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such a damage will be borne by the Purchaser.

(f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interferer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.

(g) Temporary storage space during installation (20ftx20ft) : Purchaser shall provide sufficient space at the Premises for the temporary storage and. staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

For Kunj Behari Lal Charitable Trust

(h) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to-such actions as may be

Secretary

FOR ELIN TAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

reasonably necessary to obtain a solar access easement for such purpose.

(i) Evacuation — Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date and pay interest on delayed payments, if any, as per this Agreement.

(j) Water - Power Purchaser at zero cost shall arrange Raw Water at a given .point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (2500 Litres - twice a month). However taking water supply from the nearest layout shall be the liability of the power producer.

(k) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and .operation of its system, if available and possible, at the rate Purchaser is paying to the Discom.

(l) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. 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 satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such a relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

## 9 Representations & Warranties

### 9.1 Representations and Warranties Relating to Agreement Validity

In addition to any other representations and warranties contained in the Agreement, each Parry represent and warrants it's to me other that:

(a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;

(b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.

For Kunj Behari Lal Chowdhury Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

(c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) There is not litigation, action, proceeding or investigation pending or, to the: best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

**10 Taxes and Governmental Fees**

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section10.1 excludes taxes specified in Sectio 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

10.3 VOID

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

For Kunj Behari Parivartable Trust

Secretary

10.4 **Payment Security Mechanism**

**Post Dated Cheques (PDC)**

10.4.1 The Procurers shall provide to the Seller, in respect of payment of its Monthly Bills, the unconditional Post Dated Cheques of 1,20,000/- per month, for 12 such months, renewed every year, till the end of the 25 year agreement, which may be drawn upon by the Seller in accordance with this Article. The Procurers shall provide to the Seller, the draft of the Post Dated Cheques proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.

10.4.2 Not later than one (1) month before the start of supply, the Procurers shall through a scheduled bank open a Post Dated Cheques in favour of the Seller to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Post Dated Cheques shall be renewed before expiry for the tenure of the PPA, for an amount equal to:

i) for the first Contract Year, equal to the estimated average annual billing;

ii) for each subsequent Contract Year, equal to the one point one (1.1) times the average of the annual Tariff Payments of the previous Contract Year.

10.4.3 Provided further that if at any time, such Post Dated Cheques amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurers shall restore such shortfall within seven (7) days.

10.4.4 The Procurers shall cause the scheduled bank issuing the Post Dated Cheques to intimate the Seller, in writing regarding establishing of such Post Dated Cheques.

10.4.5 The Procurers shall ensure that the Post Dated Cheques shall be renewed not later than thirty (30) days prior to its expiry.

10.4.6 All costs relating to opening, maintenance of the Post Dated Cheques shall be borne by the Procurers.

10.4.7 If, the Procurers fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Post Dated Cheques, and accordingly the bank shall pay without any reference or instructions from the Procurers, an amount equal to such Monthly Bill or part thereof.

For Kun. Bihari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

## 11 Force Majeure

### 11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

11.2 **Excused Performance:** Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

## 12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

(a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default").

(i) An Insolvency Event shall have occurred with respect to the Power Producer;

(ii) Failure, to achieve Commissioning of the System within 6 months of the Effective Date; and

(iii) The Power Producer breaches any material term of the Agreement and

(A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the-Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

(i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice. Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.

(ii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with .a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances: If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a PurchaserTermination Notice.

For Kunj Behari

Secretary

(iii) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to-make payment within sixty (60) days from the date of Purchaser Termination Notice

towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.

(iv) if the Power Producer fails to remove the System from the Premises within one month from me date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.

(v) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 Power Purchaser Defaults and Power Producer's Remedies

(a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")

(i) An Insolvency Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount

(b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise

For Kunj Behari Lal Bhartiya Trust
Secretary

For CENTAURUS GREEN ENERGY PVT LTD
Authorised Signatory

any other remedy it may have at law or equity or under the Agreement.

**13 Limitations of Liability**

13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

13.3 Notwithstanding any liability. or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

**14 Assignment & Novation**

14.1 Assignment: 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 lessor or other party("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser 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.

If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign

its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall inure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser ,if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably 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. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser 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. If the parties agrees to do Novation then separate Novation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

**Power Producer's address and contact details:**

M/s. Centaurus Green Energy Private Limited, 626, 6th Floor, Tower A, DLF Tower, Jasola, New Delhi- 110025, India

Contact: 0120 - 4526100, 8800366455 (Kind Attn: Atul Gupta)

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

**Purchasers address and contact details:**

Kunj Behari Charitable Trust, 46/1, Site IV, Industrial Area, Sahibabad, Ghaziabad, Uttar Pradesh 201010

For Kunj Behari Lal Charitable Trust

Secretary

Contact: 8318661543

14.3 **Notice**

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent toy courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. **Confidentiality**

15.1 Confidentiality obligation

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

For Kunj Behari Lal

For CENTAURUS GREEN ENERGY PVT. LTD.

(b) If the Purchaser provides confidential information, including business plans,

strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential. Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Produce's need for it has expired or upon the request of the Purchaser.

Permitted Disclosures

- Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that

  (a) becomes publicity available other than through the receiving Party.

  (b) is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filling, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement

  (c) is independently developed by the receiving Party ; or

  (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

For Kunj Behari ... Trust

**16 Indemnity**

Secretary

16.1 Power Producer's Indemnity

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold

harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.'

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnity, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or cl6mage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

**17. Miscellaneous**

17.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate arid cooperate with each other when making public announcements related to the execution and existence of this

Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for fillings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

**17.3 Industry Standards**

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

**17.4 Cumulative Remedies**

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

**17.5 No Waiver**

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

For Kunj Behari Lal Charitable Trust

17.7 Governing Law & Jurisdiction

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

(a) This Agreement shall be governed by and construed in accordance with the laws

of India. The Parties agree that the courts in **Ghaziabad** shall have jurisdiction over any action or proceeding arising under the Agreement.

(b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. The procedure as mentioned in Kunj Behari Charitable Trust Works Manual prevalent at the time of such dispute is to be followed to carry out the said conciliation.

(c) Arbitration Procedure:

(i) In case of any dispute arising out of this Agreement or otherwise, between the parties hereto, Kunj Behari Charitable Trust manual dispute resolution methodology will be used. A period of not more than 15 days will be allotted at each stage of resolution. Upon failure to resolve the said dispute through conciliation the dispute shall be referred to arbitration and the Chief Engineer Kunj Behari Charitable Trust may appoint an arbitrator from the panel of arbitrators of Kunj Behari Charitable Trust. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of arbitrator form either Party. The cost of the arbitration will be shared equally by Power. Producer and the Purchaser.

(ii) The venue of such arbitration shall be Delhi / New Delhi. The arbitral award shall be binding on both Parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.

(d) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.

(e) This Section 17 is severable form the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

**17.8 Severability**

If any term, covenant or condition in the Agreement shall, to arty extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic

For Kunj Behari Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

benefits of the Parties.

**17.9 Successors and Assigns**

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

**17.10 Counterparts**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

**17.11 Independent Service Provider**

This Agreement is on a principal to principal basis between the parties hereto Nothing contained in tills Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties

**17.12 Non-Exclusive Agreement**

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner

**17.13 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

**17.14 Insurance**

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

**17.15** Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

17.16 In case the power producer fails to generate energy to the extent guaranteed in the agreement, the purchaser will be oblidged to purchase electricity from any other source at a higher rate than stipulated in the agreement, the power producer shall be bound to pay the purchaser the price difference which will be deducted from the current monthly consumption bill

IN WITNNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

| FOR & ON BEHALF OF | FOR & ON BEHALF OF POWER PRODUCER |
|---|---|
| For Kunj Behari Lal Charitable Trust | |
| Signature : Secretary | Signature : |
| Name : NIMISH AGARWAL | Name : Ajay Gupta |
| Designation : SECRETARY | Designation: AVP- Finance |
| | CENTAURUS GREEN ENERGY PVT. LTD. NEW DELHI |
| WITNESSES | WITNESSES |
| 1) Signature : Preatesh Pushkarna | Signature : Delhi |
| Name : Preatesh Pushkarna | Name : Shivam Kohli |
| Designation : Account Assistant | Designation: Sr. Team Memb - Solar EPC |
| 2) Signature : | 2) Signature : |
| Name : | Name : |
| Designation : | Designation: |

For Kunj Behari Lal Charitable Trust

Secretary

Ajay Gupta

## SCHEDULE I

Description of the Premises:

| | |
|---|---|
| | **Premises Overview** |
| Segment | University Buildings (all available) |
| Type of Roof | RCC Roof |
| Hours of Operation | 12 Hours, 7 Days a week |
| Security | Gated Complex with dedicated round the clock security arrangement |
| | **Capacity and Area Requirement** |
| Capacity | 250 kWp |
| Module Area | 3000 sqr mtr (PV Syst) |
| Number of Building | 2 |
| Roofs | 2 |
| Capacity | 250 kW |
| Distribution | Main Block, Hostel Blocks |

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

## SCHEDULE II

## FEES

Following are the details of the tariff agreed between the parties.Purchase shall pay power producer for solar power at the rate equal to INR 4.00/KWh which is the levelized tariff as per SECI allocation.

**Year wise tariff is as follows**

| | |
|---|---|
| year 1 | Rs.4.00 |
| year 2 | Rs.4.00 |
| year 3 | Rs.4.00 |
| year 4 | Rs.4.00 |
| year 5 | Rs.4.00 |
| year 6 | Rs.4.00 |
| year 7 | Rs.4.00 |
| year 8 | Rs.4.00 |
| year 9 | Rs.4.00 |
| year 10 | Rs.4.00 |
| year 11 | Rs.4.00 |
| year 12 | Rs.4.00 |
| year 13 | Rs.4.00 |
| year 14 | Rs.4.00 |
| year 15 | Rs.4.00 |
| year 16 | Rs.4.00 |
| year 17 | Rs.4.00 |
| year 18 | Rs.4.00 |
| year 19 | Rs.4.00 |
| year 20 | Rs.4.00 |
| year 21 | Rs.4.00 |
| year 22 | Rs.4.00 |
| year 23 | Rs.4.00 |
| year 24 | Rs.4.00 |
| year 25 | Rs.4.00 |

The fees and payment details are provided in detail under clause 7 of this agreement.

For Kuni Bihari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

## SCHEDULE III

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per RFS rates for the state of Delhi has used the CERC guidelines for arriving at the Project cost.

Purchase Price for 250 kwp system @ Rs. 48/- watt.

| Year | Salvage Value (Rs.) |
|---|---|
| 1st year | 100% |
| 2nd year | 96% |
| 3rd year | 92% |
| 4th year | 88% |
| 5th year | 84% |
| 6th year | 80% |
| 7th year | 76% |
| 8th year | 72% |
| 9th year | 68% |
| 10th year | 64% |
| 11th year | 60% |
| 12th year | 56% |
| 13th year | 52% |

For Kunj Behari Lal Charitable Trust

Secretary

FOR CENTAURUS GREEN ENERGY PVT. LTD.

| | |
|---|---|
| 14th year | 48% |
| 15th year | 44% |
| 16th year | 40% |
| 17th year | 36% |
| 18th year | 32% |
| 19th year | 28% |
| 20th year | 24% |
| 21th year | 20% |
| 22nd year | 16% |
| 23rd year | 12% |
| 24th year | 8% |
| 25th year | 4% |

REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

## SCHEDULE IV/ANNEXURE IV

| | | |
|---|---|---|
| | Client : | Sh. Kunj Behari Lal Charitable Trust (IP Dental College) |
| | Project : | 250 Kwp Solar Power Plant |
| | Location : | Ghaziabad, Uttar Pradesh |
| | Design Criteria | |

Expected Yearly Energy Generation Sheet

| End of Year | Yearly Degradation 'MWh' (Modules & System) | Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly | Energy injected into grid (E_Grid) 'kWh' Yearly 'A' |
|---|---|---|---|
| 1 | Degradation consider in Pvsyst generation data | 1881.1 | 344466.66 |
| 2 | 0.07% | 1881.1 | 342055.39 |
| 3 | 0.07% | 1881.1 | 339661.01 |
| 4 | 0.07% | 1881.1 | 337283.38 |
| 5 | 0.07% | 1881.1 | 334922.39 |
| 6 | 0.07% | 1881.1 | 332577.94 |
| 7 | 0.07% | 1881.1 | 330249.89 |
| 8 | 0.07% | 1881.1 | 327938.14 |
| 9 | 0.07% | 1881.1 | 325642.58 |
| 10 | 0.07% | 1881.1 | 323363.08 |
| 11 | 0.07% | 1881.1 | 321099.54 |
| 12 | 0.07% | 1881.1 | 318851.84 |

For Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

| | | | |
|---|---|---|---|
| 13 | 0.07% | 1881.1 | 316619.88 |
| 14 | 0.07% | 1881.1 | 314403.54 |
| 15 | 0.07% | 1881.1 | 312202.71 |
| 16 | 0.07% | 1881.1 | 310017.29 |
| 17 | 0.07% | 1881.1 | 307847.17 |
| 18 | 0.07% | 1881.1 | 305692.24 |
| 19 | 0.07% | 1881.1 | 303552.40 |
| 20 | 0.07% | 1881.1 | 301427.53 |
| 21 | 0.07% | 1881.1 | 299317.54 |
| 22 | 0.07% | 1881.1 | 297222.32 |
| 23 | 0.07% | 1881.1 | 295141.76 |
| 24 | 0.07% | 1881.1 | 293075.77 |
| 25 | 0.07% | 1881.1 | 291024.24 |

The generation is an estimate generation and may depend on weather condition. The power producer does not guarantee the above mentioned generation values, but will take corrective steps in case the values are not meeting.

Shri Kunj Behari Lal Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

## SCHEDULE V

### Government approvals

1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

For Kunj Behari Lal Charitable Trust

Secretary

For CELTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

## ANNEXURE 1

| | |
|---|---|
| NAME OF THE BENEFICIARY | CENTAURUS GREEN ENERGY PVT. LTD. |
| PRINCIPAL PLACE OF BUSINESS & ADDRESS | 626, SIXTH FLOOR, TOWER A, DLF TOWER, JASOLA, NEW DELHI-110025 INDIA |
| NAME OF THE BANK | YES BANK LIMITED |
| BANK ADDRESS | D12, SOUTH EXTENSION PART II NEW DELHI |
| BANK ACCOUNT NO. | 001481300000943 |
| TYPE OF BANK ACCOUNT - SB/CA/CC | CURRENT ACCOUNT |
| IFSC/NEFT/RTGS CODE | YESB0000016 |
| MICR CODE | |
| PAN CARD NO. | AAHCC0823H |
| PHONE NO./FAX NO. WITH STD CODE | 0120-4302600 / 0120-4302646 |
| EMAIL ID OF CONTACT PERSON | atul.gupta@jakson.com |

For Kanj Gupta Chartered Charitable Trust

Secretary

For CENTAURUS GREEN ENERGY PVT. LTD.

Authorised Signatory

Authorised Signatory

# RAIN WATER HARVESTING SYSTEM INSTALLATION CONTRACT

Parle Agro

Date: 23.05.2019

To,

**Kunj Bihari Lal Charitable Trust**
**( Inderprastha Dental College)**
**46/1, Site- IV, UPSIDC Industrial Area,**
**Sahibabad, Ghaziabad- 201 010.**

Dear Sir,

Sub : Rain Water Harvesting and Ground Recharge

Parle Agro Private Limited is desirous of constructing the facility for Rain Water Harvesting and Ground Recharge within the premises of your institution at the cost of Parle Agro Private Limited.

**Both the parties have agreed for following :**

- Parle Agro Private Limited with prior intimation shall carry out the work of the civil nature within the premises of your institution, for constructing the facility of Rain Water Harvesting and Ground Recharge as follows : -

  a) Constructions of Pits.
  b) Trench for collecting the diversion of water to the Rain Water Harvesting Pit wherever required.
  c) Drilling of injection Borewell.
  d) Any other incidental activity with respect to construction of facility for Rain Water Harvesting Ground and Water Recharge.

- Your Institution shall agree to provide necessary facility and access to our and / or our representatives, employees, contractors, institutions, technicians within the premises of your institution for carrying out the construction activity, inspection, demonstration and maintenance for Rain Water Harvesting Ground and Water Recharge which includes

Parle Agro Pvt. Ltd.
A-7, Sector 22, Meerut Road, Industrial Area, Ghaziabad, Uttar Pradesh - 201 003.
T: 91-0120-2788 450/54 - F: 91-0120-2788 478 - E: info@etmpl.com

Parle Agro Pvt. Ltd.
Regd. Corporate Head Office: Off Western Express Highway, Sahar - Chakala Road, Parelwada, Andheri (E), Mumbai 400 099.
T: 022 - 6734 8000 - F: 022 - 6693 5050 - E: info@parleagro.com - www.parleagro.com - CIN: U15130MH1985PTC038459

Parle Agro

a) Supply of power
b) Access to the contractors, contractor's employees or any other persons or the institutions with respect to work of Rain Water Harvesting Ground and Water Recharge related work.
c) Allowing to install the machinery and equipment which may be required for and effective maintenance and working of facility of Rain Water Harvesting Ground and Water Recharge.

- Your Institution shall allow to display, the banner / sign board or any material of a permanent nature, to be installed at the site where the Harvesting and Recharging being done, for which your Institution shall not charge any compensation during the pendency of the Arrangement.

- Parle Agro Private Limited and / or its representatives, with prior intimation in writing , will conduct inspection and cleaning of structure as and when required at the cost of Parle Agro Private Limited.

- Your Institution shall provide the actual area statements like plot size, covered area, paved area, green area and data for the purpose of calculating how much water would get recharged etc.

- This arrangement shall remain in perpetuity unless terminated by Parle Agro Private Limited.

**For Parle Agro Private Limited**

**(Vipin Biala)**
**Plant Manager**

**For Kunj Bihari Lal Charitable Trust**

**(Nimish Agarwal)**
**Secretary**

Parle Agro Pvt. Ltd.
A-7, Sector 22, Meerut Road, Industrial Area, Ghaziabad, Uttar Pradesh - 201 003.
T: 91-0120-2788 450/54 • F: 91-0120-2788 478 • E: info@etmpl.com

Parle Agro Pvt. Ltd.
Regd. Corporate Head Office: Off Western Express Highway, Sahar - Chakala Road, Parsiwada, Andheri (E), Mumbai 400 099.
T: 022 - 6734 8000 • F: 022 - 6693 5050 • E: info@parleagro.com • www.parleagro.com • CIN: U15130MH1985PTC038459

Parlē Agro

Date: 2.08.2019

To,

Kunj Behari Lal Charitable Trust
Inderprastha Dental Collge
46/1,Site-IV, Industrial Area
Sahibabad,Ghaziabad-201010 (U.P)

Dear Sir,

Sub: Completion of construction of Rain Harvesting and ground recharge by Agro Parle Private Limited in the premesis of Inderprastha Dental College and Hospital.

Both the parties have agreed for following:

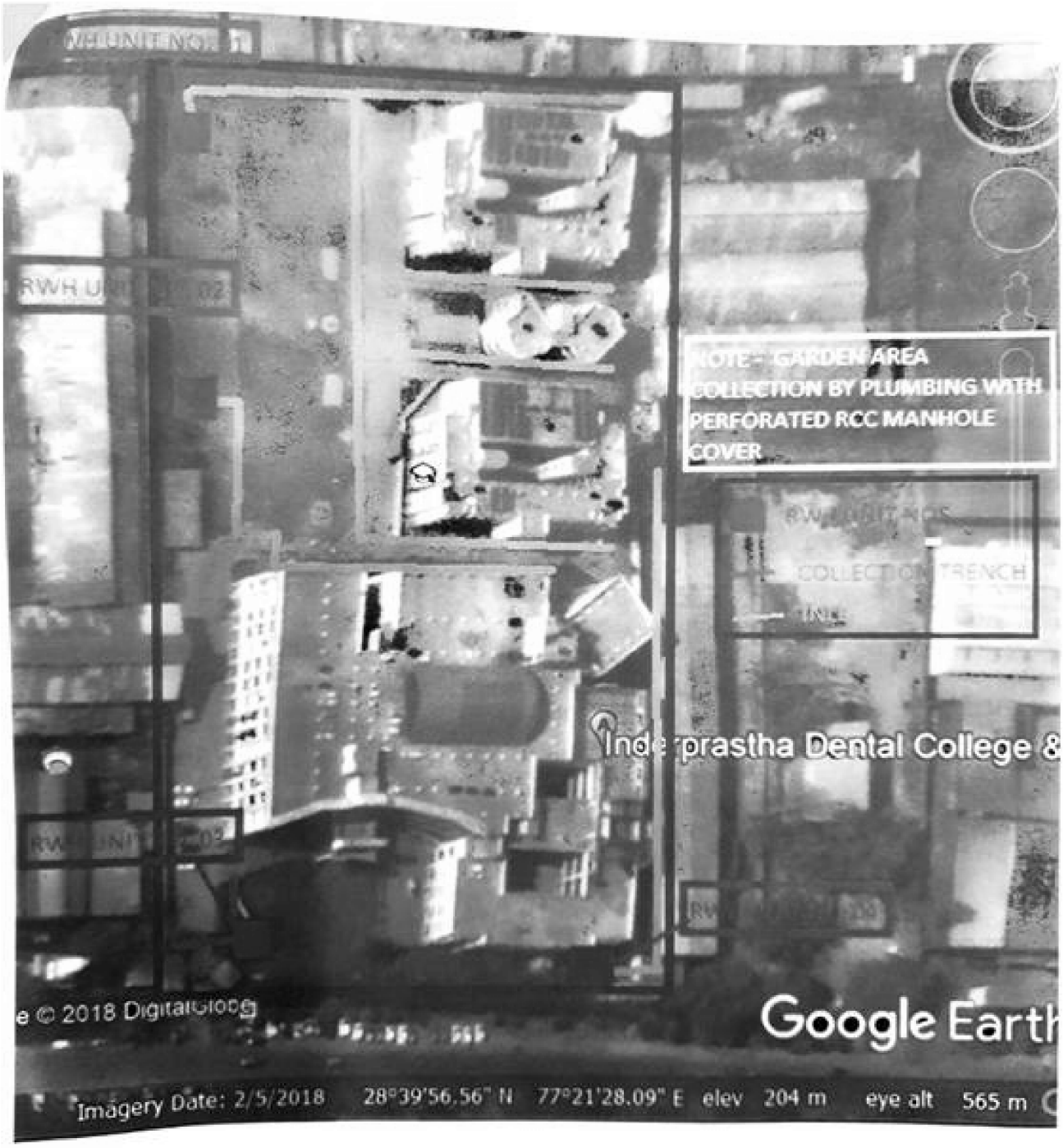
Parle Agro Private Limited has completed the Construction of Pits, trench for collecting the diversion of water to the Rain Water Harvesting Pit and Drilling of injection Borewell as part of Rain water Harvesting system.

Your institution is liable to

- Provide Electricity supply.
- Allow our technicians/contractor to visit the premises for maintenance of the same.
- Your institute shall allow to put banner/display/ sign board at the site of Rain Harvesting without any charges.
- Parle Agro Private Limited or its representatives with prior intimation will conduct cleaning of tanks.
- This arrangement shall remain in perpetuity unless terminated by Parle Agro Private Limited.

(Vipin Biala)
Plant Manager

(Nimish Agarwal)
Secretary


NOTE:- GARDEN AREA
COLLECTION BY PLUMBING WITH
PERFORATED RCC MANHOLE
COVER
COLLECTION TRENCH
Indraprastha Dental College &
© 2018 DigitalGlobe
Google Earth
Imagery Date: 2/5/2018 28°39'56.56" N 77°21'28.09" E elev 204 m eye alt 565 m

# HARIVARSHA ENVIRTECH

K-16/3A, Street No-13, Gangotri vihar, Near Dilli darbar sweets,North Ghonda,Delhi-110053
Mb-8377860645, E-mail: awadhesht21@gmail.com
GSTIN:07AIMPT8844P1Z2

**TAX INVOICE**

| | |
|---|---|
| Invoice No. | HE/11/DL/2022 |
| Date | 1/11/2022 |
| State | Delhi |
| State Code | 1/7/1900 |
| GSTIN/UID | 07AIMPT8844P1Z2 |
| PAN | .... |

| BILLED TO : | | SHIPPED T | |
|---|---|---|---|
| Name | Inderprastha Dental College & | Name | Inderprastha Dental College & |
| | Hospital, 46/1, Site-IV | Address | Hospital, 46/1, Site-IV |
| | Industrial Area, Sahibabad | | Industrial Area, Sahibabad |
| | Ghaziabad-201010 | | Ghaziabad-201010 |
| State | Uttar Pradesh | State | Uttar Pradesh |
| State Code | | State Code | |
| GSTIN/UID | | GSTIN/UI | |

| Serial No. | Description of Service | HSN | Qty | Unit | Price | IGST Rate | IGST Amoumt |
|---|---|---|---|---|---|---|---|
| 1 | Effluent Treatment Plant | | 1 | Set | 160,000 | 18% | 28,800.00 |

PAID 12/10/22 Cheque/Online Payment

| | |
|---|---|
| Taxable Value | 160,000 |
| Tax | 28,800 |
| Invoice Value | 188,800 |

(Rupees: One Lac Eighty Eight Thousand Eight Hundred Only )

Note:
1. All Cheque should be crossed and made payable in favour of Harivarsha Envirtech

Account Details :
Ifsc: IDIB000Y010
A/C No. 6179841287
Branch: Yamuna Vihar

For Harivarsha Envirtech

Authorised Signatory

HARIVARSHA ENVIRTECH DELHI